



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

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. Topic of discussion will include updates at the River Springs Water Park and Flock Safety License Plate Recognition (LPR).

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

- 1.1. Council Agenda
- 1.2. Mayor Jessop

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – March 4, 2025
- 2.2. Department Reports:
 - 2.2.1. Building Inspection Monthly Report - February 2025
 - 2.2.2. Fire - Monthly Dashboard and Activity Report - February 2025
 - 2.2.3. Police Crime Clock and Statistics - February 2025
- 2.3. Licenses/Permits
 - 2.3.1. Event Permit - National Day of Prayer - May 1, 2025
 - 2.3.2. Event Permit - 0.5k Run - Young Professionals - June 21, 2025
 - 2.3.3. 7 Temporary Liquor Licenses - Mineral Springs Brewery
- 2.4. Miscellaneous
 - 2.4.1. Certificate of Substantial Completion - Fine Screen Building - WWTF Expansion
 - 2.4.2. Professional Services Agreement - SIU Loading Evaluation - Nero Engineering

3. ACTION ITEMS

- 3.1. Finance Report
- 3.2. Resolutions:
 - 3.2.1. Resolution 11-25 Approve Plans and Specifications 2025 Street & Utility Project
 - 3.2.2. Resolution 12-25 Personal Property Tax Exemption Request - Steele Energy Station
 - 3.2.3. Resolution 13-25: Minnesota DNR Local Trail Connections Grant
 - 3.2.4. Resolution 14-15 Set Public Hearing Date for TIF District 3-18, Sputtering Components
- 3.3. Miscellaneous
 - 3.3.1. WWTF Expansion Change Order #18 - Rice Lake Construction Group

- 3.3.2. WWTF Expansion Change Order #19 - Rice Lake Construction Group
- 3.3.3. 18th Street Trail Construction Administration Proposal - WHKS
- 3.3.4. Professional Services Agreement Amendment #1 - Wastewater Treatment Facility Expansion - Nero Engineering
- 3.3.5. Purchase Property - 502 Maple Drive
- 3.3.6. Purchase Lot on Ridge Road
- 3.3.7. Library Roof Condition and Management Study - Adsit Architecture and Planning
- 3.3.8. Proposal for Library Roof Repair - Garlock French Roofing
- 3.3.9. Engineering Services Agreement - PFAS Source Identification - Nero Engineering

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



CITY OF
OWATONNA

Mayor Jessop



CITY OF
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Council Minutes

Owatonna City Council Minutes
March 4, 2025 – Draft Copy

On Tuesday, February 18, 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; Community Development Director Klecker; Finance Director Burns; Fire Chief Hoffman; Fire Chief Hoffman; Police Chief Mundale; Assistant City Administrator Tuma, IT Technology Specialist Inz; City Administrator Busse, Administrative Coordinator Clawson and majority of the Police Department and Fire Department staff.

Council President Raney called the meeting to order, following roll call, Council Member Svenby made a motion to approve the agenda as presented, Council Member Dotson seconded the motion, all members voted aye in approval. The Owatonna Police Honor Guard presented colors and Owatonna High School junior Mercy Mwanga provided a violin solo of the National Anthem. Following the Pledge of Allegiance, Council President Raney thanked Mercy for participating in tonight's meeting. City Administrator Busse welcomed everyone to the Swearing in Ceremony. Fire Chief introduced Fire Commander Ben Staska and Police Chief Mundale introduced Captain Tracy DuChene.

Chief Mundale commented that this promotional Swearing-in-Ceremony shows officer's selfless commitment to public service and their personal growth and dedication and serves as a reminder of your years of dedication protecting our community and your commendable service record. A badge is a symbol of the Oath you're about to renew, the duty and Constitution you uphold, and the people and employees you serve. The badge is the most recognizable part of your uniform that symbolizes trustworthiness, safety, and protection to the people in our community. The design and meaning behind your badge: the laurel wreath symbolizes strength and the responsibility to protect life and represents honor, competence and respect. The eagle on the top of the badge represents a defender of the Constitution, symbolizes strength and protection and represents the willingness to sacrifice one's safety to assist others. Captain DuChene's wife Shannon and Commander Staska's fiancé Shantell pinned on their respective badges. Mayor Jessop administered each officer their Oath of Office and Owatonna Police Chaplain Reverend Brent Carlson closed the ceremony with a prayer.

Mayor Jessop presented a proclamation for March as Owatonna Business Women/Woman of Achievement Month. The Owatonna Business Women will recognize women in all areas of their careers at the annual Woman of Achievement event on March 15, naming:

Young Careerist: Madeleine Haberman

Lifetime Achievement Recipient: Bev Cashman

Nominated for Woman of Achievement: Lisa Cochran, Cheryl Deason, Stacy Hanson,
Holly Jorgensen and Nancy Williams

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 – February 18, 2025
- OPU Commission Meeting - January 23, 2025
- Human Rights Commission Meeting - February 11, 2025
- Retail Fireworks License - Fleet Farm
- Exempt Permit - Purse Bingo - Owatonna Early Edition Rotary - May 2, 2025
- Temporary Liquor License - Two River Habitat for Humanity - April 5, 2025
- Temporary Liquor Permit - Knights of Columbus at Corky's Earlybird Softball Tournament - May 2-4, 2025
- Event Permit - Cinco de Mayo Celebration - May 3, 2025
- Instrumentation and Control Support Services Agreement - AE2S
- 2025-2029 SCADA Services Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) to render Instrumentation and Control Services to the City of Owatonna Wastewater Treatment Facility through December 31, 2029. The agreement shall not exceed \$10,000 annually without prior authorization.

T-Hangar Lease Agreements: Jake Schile; Dahle Avenue Aviation, LLC; and Jake Thurnbeck, Scenic Concepts

1-Year & 2-Year Farmland Lease Agreements

276 acres – public bids received for crop years 2025-2026 Farm Land Leases:

<u>Renter</u>	<u>Bid Annual</u>	<u>Payment</u>
Levi Hunt	13A x \$341.00 (EDA)	\$ 4,433.00
Levi Hunt	13A x \$341.00 (EDA)	\$ 4,433.00
Levi Hunt	62A x \$361.00 (EDA)	\$ 22,382.00
David Janke	45A x \$359.00	\$ 16,155.00
Andrew Hunt	88A x 408.00	\$ 35,904.00
Andrew Hunt	31A x \$371.00	\$ 11,501.00
Andrew Hunt	24A x \$381.00	\$ 9,144.00

117.5 acres of farmland divided into several parcels located at the airport are not included in the bid process and not included in the biennial bid process for various reasons related to each piece including access, size and shape, and adjacent property considerations. The Airport Commission recommends a rate of \$255.00/acre for 2025

<u>Renter</u>	<u>\$255.00/Acre</u>	<u>Annual Payment</u>
Bob Cole	50A x \$255.00	\$12,750.00
Tyler Morgan	23A x \$255.00	\$ 5,865.00
Alison Jaster	16A x \$255.00	\$ 4,080.00
Duane Schroeder	20.5A x \$255.00	\$ 5,227.50
Andy Michaletz	8A x \$255.00	\$ 2,040.00

Certification 2025 Pay Equity Compliance Report

The report involves four tests: Completeness and Accuracy Test, Statistical Analysis Test, Salary Range Test, and Exceptional Service Pay Test. Notification received that the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920 and are in compliance
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.

\$ 23,273.33	Cargill Inc - road salt
27,178.55	Owatonna Area Chamber of Commerce
	- Lodging Tax December 2024 - \$17,178.55
	- EDA forgivable loan - exterior improvements \$10,000.00
118,851.06	SHI International Corp
	- Annual Microsoft Renewal - \$114,712.67
	- WWTP admin screens & KVM switch - \$4,138.39
151,939.22	Southeast Service Cooperative - February 2025 health ins premiums
20,032.89	Steele County Auditor - 4th qtr LEC expenditures
45,675.79	UKG Inc
	- Nov-April contract minimum fee - \$28,041.92
	- July-January usage overage - \$17,385.99
	- 2024-W2 shipping/postage - \$247.88
25,000.00	Uncaged VR & Game Lounge - EDA loan tier 1 & 2
35,510.20	US Bank - Entire organization monthly credit card purchases during Dec 2024/Jan 2025
<u>226,551.29</u>	<u>Other Expenditures</u>
\$ 674,012.33	Subtotal
108,734.06	HRA Housing Assistance Payments
\$ 782,746.39	Total Expenditures Presented for Approval

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

Second/Final Reading Proposed Ordinance 25-04: Amend Chapter 90, Animals – Prohibit Roosters

City Attorney Walbran presented 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. The council approved the first reading of this proposed ordinance during their last meeting on February 18, 2025. 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. Member Svenby made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote was taken, voting aye were Council Members Dotson, Burbank, Boeke, McCann, Svenby, Voss and Raney; No Nays; the motion carried. This will be known as Ordinance 1672 to be effective upon publication.

Resolution 10-25 Pension Increase Request - Owatonna Fire Fighters Relief Association

City Administrator Busse presented requested received from the Owatonna Fire Fighters Relief Association for an increase of \$1,000.00 in retirement pension. Guidelines previously approved by council r require the Fire Fighters Pension account be at a minimum of 120% funded with additional fund percentages to increase the pension lump sum. After the proposed increase of \$1,000, the fund will still be over 142% funded. This \$1,000 per year increase sets \$12,500 as a level of benefit. Council Member McCann made a motion for approval of Resolution 10-25 authorizing this pension increase, Council Member Dotson seconded the motion, and all members voted aye in approval.

Amend Resolution 129-24: State Appropriation - Acquire Flood Prone Properties

Community Development Director Klecker requested approval to Amend Resolution 129-24 for State Appropriations for Acquisition of Flood Prone Properties. In December, the City Council approved Resolution 129-24 to secure \$120,000 in hazard mitigation funds from the DNR that will be used to acquire and remove the home at 315 Lemond Road, which is within the floodplain. These funds cover 50% of the costs of the project. Staff would like to submit an amended application for an additional \$72,452.77, the remaining balance of funds currently available in the DNR program, to acquire another property in the floodplain. The DNR application requires the City amend the previously approved resolution verifying the City will match the grant funds. Staff estimate cost of acquiring and removing another property from within the floodplain will be \$225,000, this grant would cover about a third of the project cost. Council Member Svenby made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

Professional Services Agreement - Airport Taxilane and Parking Lot Design - SEH, Inc.

Community Development Director Klecker requested approval of a Supplemental Letter Agreement with SEH, Inc. for professional engineering services for the design of airport taxilane and parking lot reconstruction. The scope of services provided for in the agreement includes the final design work, program coordination, preparation of construction plans and bidding documents, bidding services, and project management. The project consists of the reconstruction of two pavement surfaces at the airport:

1. Taxilane Reconstruction. This involves the reconstruction of pavement in the hangar area identified as TLA-002 in the MnDOT Aeronautics Pavement Condition Report indicating a very poor Pavement Condition Index (PCI) rating. Distresses include

alligator, block, and longitudinal and transverse cracking. (See figure in agreement for location depiction)

2. Parking Lot Reconstruction. This involves the reconstruction and expansion of the main airport parking lot and access road. The pavement has undergone a number of pavement maintenance crack sealing and sealcoats but has deteriorated to the point that the airport engineering firm now recommends reconstruction. Project will also expand the parking lot as planned to allow for additional parking areas for existing use and future development.

The professional services agreement for the design phase of the work is for a total lump sum fee of \$66,500.00 which are eligible for a combination of FAA and MnDOT Aeronautics grant funding, generally 95% federal with an additional 2.5% state funding. Anticipate the local share of the design agreement is anticipated to be \$3,725.00. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Change Order No. 1 - Dome Hangar Roof Replacement Project - Equity Builders

Community Development Director Klecker requested approval of Change Order #1 from Equity Builders for the Dome Hangar Roof Replacement. During the demolition of the existing roof on the dome hangar (Hangar 10), an additional layer of roofing was discovered and additional contractor labor and materials to create a proper surface for the new roof installation. Also, during installation of the new roof, it became evident that the existing structure lacked hurricane clips, which are necessary for the new roof system. To ensure the manufacturer's warranty compliance and durability, the installation of these clips was required. This unforeseen work was not included in the original project bid, but it is required to deliver a long-lasting and reliable roofing system. The airport engineering consultant has prepared and recommends approval of Change Order #1. The Airport Commission has reviewed and recommends approval, the construction contract will increase by \$44,358.70. It is anticipated that the additional cost will be eligible for up to 70% MnDOT grant funding participation already in place for this project. MnDOT policies allow them to amend the original agreement by 15% of the total project costs (\$264,931) which totals \$39,514.65 and therefore would not cover the entire requested amount. The anticipated local share of the cost of this Change Order is approximately \$13,307.61 with full MnDOT 70% participation or \$16,540.95 with partial MnDOT participation. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

Food & Beverage Vendor Agreement - Chill-aqui at Brooktree

Park & Rec Director TW Dieckmann requested approval of a Food & Beverage Agreement for operations at the Brooktree Clubhouse for Chill-aqui at Brooktree. Staff have sought a new food & beverage vendor for Brooktree Golf Course since December 2024. Chill-aqui is a local vendor interested in our operation year-round, and have food and beverage experience, they used to operate a coffee shop on the north side of Owatonna that also served breakfast and lunch. The proposed agreement is for three years with two additional one-year options for a

total of five years. They will pay a monthly rental fee to the city to operate their business at Brooktree Clubhouse. Council Member Dotson made a motion for approval, Council Member McCann seconded the motion. Council Members Voss and Raney each commented they frequented their previous place of business and are looking forward to their operation of business at the golf course. With no additional comments, all members voted aye in approval.

On-Sale Liquor with Sunday Sales and Tobacco Licenses - Chill-Aqui at Brooktree - 1369 Rose Street

City Administrator Busse requested approval of the application received Request Council approval of applications received from Imanol De La Rosa for liquor and tobacco licenses at Chill-Aqui at Brooktree. Background verification was completed and Chief Mundale has no objection to the issuance of these licenses. Applicant in process of securing the required insurance for licensures to be effective April 1, 2025. Staff recommend approval contingent on receipt of the required Certificate of Insurance. Council Member Dotson made a motion for approval with the requested contingency. Council Member McCann seconded the motion and commented he looks forward them to be in operations within his ward, the Second Ward of the city. With no additional comments, all members present voted aye for approval.

Cedardale and Autumn Hills Lift Stations SCADA Programming Services

Public Works Director Murphy requested approval of an agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for Cedardale and Autumn Hills Lift Stations SCADA Programming Services. These lift stations have been undergoing rehabilitation to update panels and components that will allow for SCADA integration to improve efficiency in management of the collections system. As part of the upgrade and SCADA integration, the panels will require programming. The SCADA Programming Services consist of professional programming services for the Programmable Logic Controllers (PLCs), Operator Interface Terminal (OIT), cellular communications equipment, and SCADA software related to the Project. Services allow staff to effectively utilize equipment, cost is not to exceed \$43,400 without prior authorization. Council Member Boeke, Council Member McCann made a motion for approval, Council Member McCann seconded the motion and all members voted aye in approval.

Agreement - Frontage Road and Heritage Drive Lift Station Electrical Improvements - Advanced Engineering and Environmental Services, LLC

Public Works Director Murphy requested approval of an agreement with Advanced Engineering and Environmental Services, LLC (AE2S) to provide professional engineering services for the Frontage Road and Heritage Drive Lift Stations Electrical Improvements. The City of Owatonna has been working with AE2S to update the City's 16 lift station's components to allow for SCADA integration to improve efficiency in management of the collections system. This is the third year, our budget includes funds to renovate two lift stations, the Frontage Road and Heritage Drive Lift Stations are the two lift stations slated for these improvements this year. AE2S will provide professional services related to the design,

bidding, construction administration, and programming of these updates. The total is not to exceed \$78,800 without prior approval from the City of Owatonna. Council Member Burbank made a motion for approval, Council Member Voss seconded the motion. Council Member Voss requested confirmation this is to update the electronics of each lift station; Murphy confirmed this will replace the electronic control panels that are more than 20 years old and out of compliance. With no additional comments, all members voted aye in approval.

Personnel Policy Revisions

Human Resources Director Thamert requested adoption of three Personnel Policy revisions:

1. 8.2 Paid Time Off (PTO) - Allow leave donation for employees receiving workers' compensation or disability leave benefits.
2. 6.3 Calculation and Compensation of Overtime - correct policy language to align with prior version approved in 2023.
3. 6.2 Overtime – correct policy language to align with prior version approved in 2023.

Council Member McCann made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

Request for Letter of Intent - Retail Cannabis Business - Red Pine Group, LLC

City Administrator Busse requested Council consideration and approval of request received from the Red Pine Group, LLC (RPG) for a Letter of Intent regarding a retail cannabis business. RPG, its affiliates, or any of its designees and the city agree to work towards executing various agreements including but not limited to a Sale-Leaseback performed by Koach Capital (PSA), Operating Agreement, Master Services Agreement (MSA), License Agreement with the State of Minnesota. Included in the agreement for Expenses:

- a) RPG and Municipality shall pay its own costs and expenses incurred (including any broker's fees, finder's fees and the fees and expenses of its lawyers and other advisors).
- b) All incurred fees shall be mutually agreed upon such as acquisition fees, closing costs and advisors, will be included in enterprise value and deducted from proceeds at closing.

The agreement is a non-binding agreement and includes schedule and requirements to be included in the agreement.

Council received a presentation from the Red Pine Group, LLC during the study session prior to this meeting. Council Member Dotson commented he is opposed to the city operating a retail cannabis business and requested funds received not be classified as revenue but as offset funds. City Walbran commented the company operating the business will be required to meet required compliance checks. Council Member McCann that he has some concerns about this but wants to pursue the option for business operations. Council Member Svenby asked if decision is made that this is not a good fit for the city, is there an option to end the agreement. City Administrator Busse explained this is a non-binding letter of agreement with

No cost incurred; costs would incur if an agreement were made and then decision to work with another company. RPG operates multiple facilities within numerous states and has insurance secured for operation within Owatonna. Council President Raney commented legislation approved for retail cannabis operation were vague, but many of his questions were answered during the RPG presentation prior to tonight's council meeting. Council Member Burbank made a motion for approval, Council Member McCann seconded the motion; six members voted aye, Council Member voted nay and the motion carried.

STAFF COMMENTS

Community Development Director Klecker gave brief update of projects currently in process. Valuation of Construction Permits for 2025-to-date was \$17 million at the end of February. The mild weather has allowed a lot of projects to be completed during the winter months. Council President asked if he has set a goal to reach \$100 million this year; Klecker responded January and February were on track to reach this goal.

Park & Rec Director Dieckmann commented the city's ice rinks have closed for the season. Interviews are in process for seasonal spring/summer positions. Dieckmann commented Community Development Director Klecker recommended Chila Aqui be contacted about operating at the Brooktree Golf Course and thanked him for this. Facilities and Park staff have been conducting a deep clean at the clubhouse as they prepare for the new tenants. Park staff is also clearing tree debris and has removed the holiday decorations in the downtown area.

PUBLIC COMMENTS

Carol Hackman, 2058 St Paul Road commented she is disappointed with the banning of roosters from within the city. She agrees animals should be under control but if the city wants to ban animals it should be those displaying excessive and inappropriate behaviors. Many dogs and cats create more nuisances than a rooster would. Raising chickens is not just a hobby for many families, they rely on the meat and eggs they provide and roosters provide protection for their flocks.

Chad Parrish, 558 East Academy Street commented he is profoundly disappointed the ordinance was approved to ban roosters. Our egg supplies will be limited and currently egg prices have risen affecting many local residents.

Roger Wasek, 646 E Vine commented there is a desperate need of Adult or Community Education classes in Energy Science. He encouraged residents to contact all your City Council member(s) to request a tour of Owatonna's Sewage Treatment Plant with someone that can explain Combined Heat & Power (CHP) from the biogas produced in the digester tank. Contact County Board member(s) and ask when we'll have a repeat of the Community Education fall 2019 class "Minnesota Goes Green - Recycling & Organics Facility Tour!" And also, call Owatonna Public Utilities Commissioner's Board member(s) and ask when we'll have a tour of St. Paul's Regional

Energy Facility. With Minnesota's 100% Carbon Free by 2040" law the last tour is the most important for educating an energy ignorant society addicted to fossil fuel.

Melissa Zimmerman, 2525 Stony Creek Drive, commented that tonight she heard that a restriction will be placed on the location of a cannabis retail operations, nothing within 500 feet of a daycare center and 1,000 feet of a school to prevent potential risk to children. If 29th Avenue is chosen for route of the proposed east side corridor, the road right-of-way will be within 17 feet of current homes. This route is not safe so close to our established neighborhood where homes have been built and many children play. Also, if Minnesota Noise Regulations are followed, there should be a 1,000 feet buffer, the preferred route for this corridor should be 34th Avenue to protect our families.

Matt Sennott: 2519 Stony Creek Drive commented he is one of one hundred and fifty residents who signed their petition opposed to the county building a road within 17 feet of current homes. Residents will vote if they want a noise wall and yes, they will. They filed a Data Request with the county and have received copies of e-mails with answers to some of the questions they have been asking for many years. An internal e-mail from the lead engineer on this project shows he would request one a noise wall. From a cost standpoint it would be better to not incur the cost to build a noise wall but if the residents vote in favor of such, it will be required. We have also filed a Data Request with the city for any correspondence regarding this project.

Kesiah Winters, 345 Broadway Street commented chicks are currently being sold at Fleet Farm and sexing chicks is difficult, many will be surprised when their requested hens begin to crow.

MAYOR AND COUNCIL COMMENTS:

Council Member Voss thanked Police Chief Mundale, Fire Chief Hoffman and all staff present tonight, he is honored to serve the city with all of them.

Mayor Jessop commented he was very honored to be a part of the swearing-in-ceremony, he felt humbled and privileged to be part of the ceremony.

City Administrator Busse commented it was a special recognition and congratulated Police Captain DuChene and Fire Commander Staska.

Council President Raney also commented it was also a fun ceremony and thanked all city staff for being present, majority of the city's fire fighters and police officers were in attendance.

At 8:20 p.m., Council Member Burbank 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
OWATONNA

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	1	317,000	1	500	40	15,540,396.00	185	1,110,858.11				227	16,968,754.11			
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

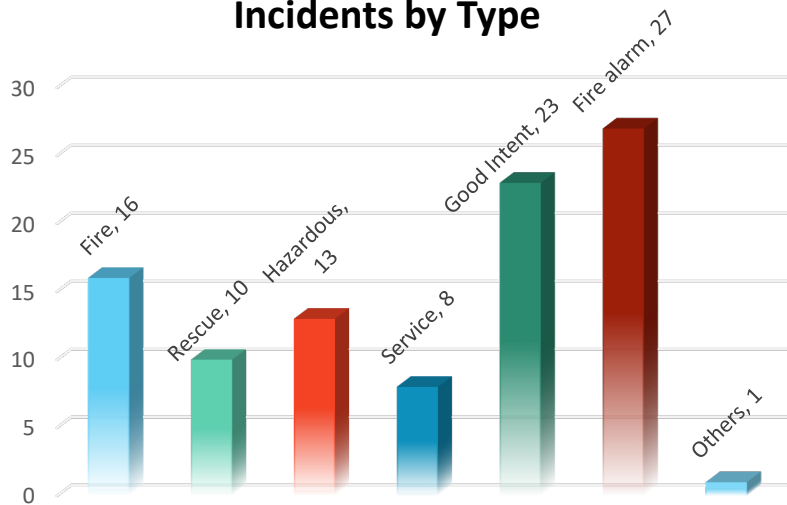
Construction Report for Permits Issued through February, 2025

TYPE OF WORK	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2025 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	2	700,000		1	317,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	4	7,500.00		1	500.00	
COMMERCIAL AND INDUSTRIAL PERMITS	52	8,218,972.00		40	1,110,858.11	
RESIDENTIAL ADD. & ALT.	198	1,725,152.62		185	15,540,396.00	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	0	0	0	0	0	0
DEMOLITION PERMITS	0	0		0	0	
TOTAL PERMITS ISSUED	256	10,651,625	0	227	16,968,754	0

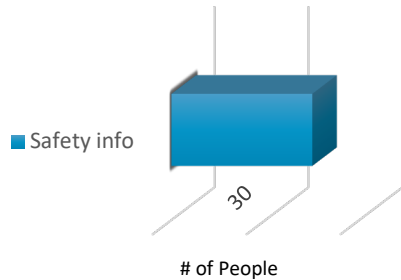
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

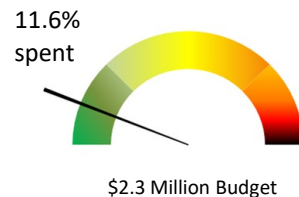
Incidents by Type



Public Education

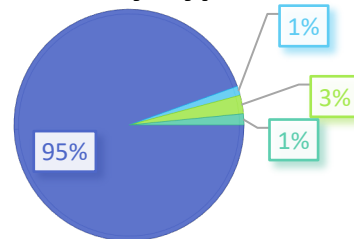


Expenditures



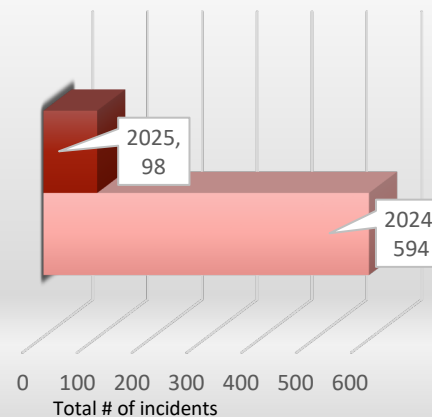
Inspections by Type

- Fire code
- Fire alarm system
- Sprinkler system
- Nuisance complaints

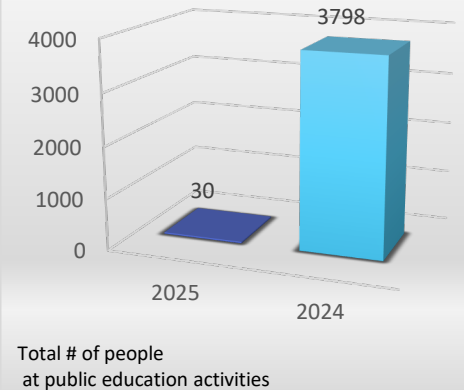


2025 VS 2024 STATISTICS

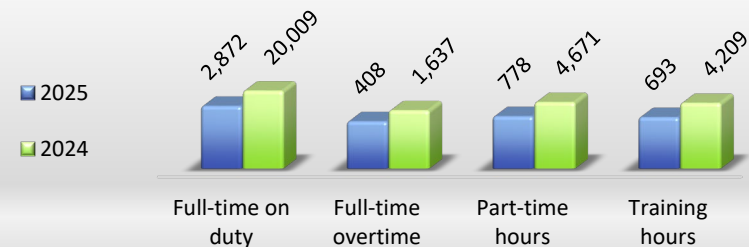
Incidents



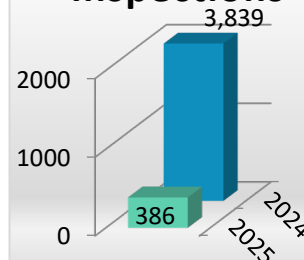
Public Education



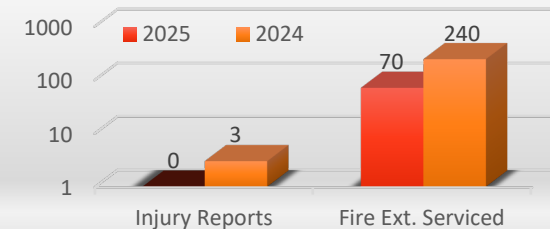
Staff Hours



Inspections



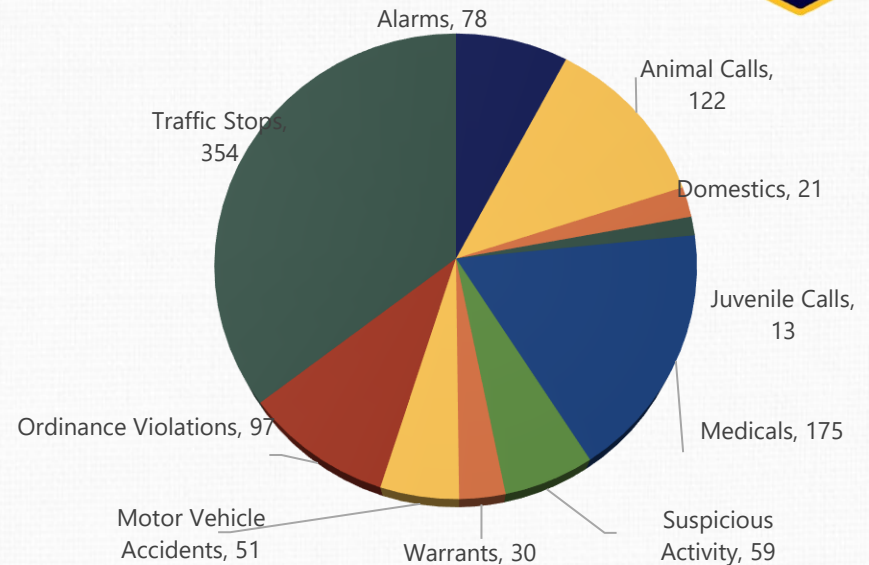
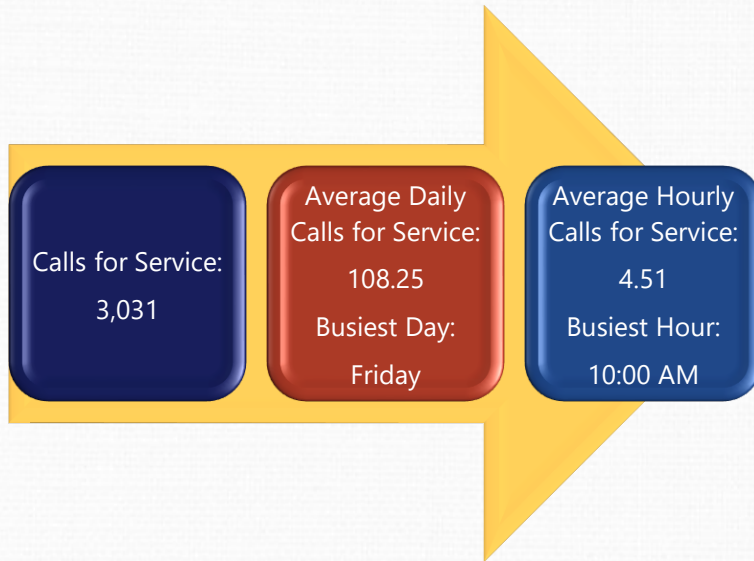
Safety Services



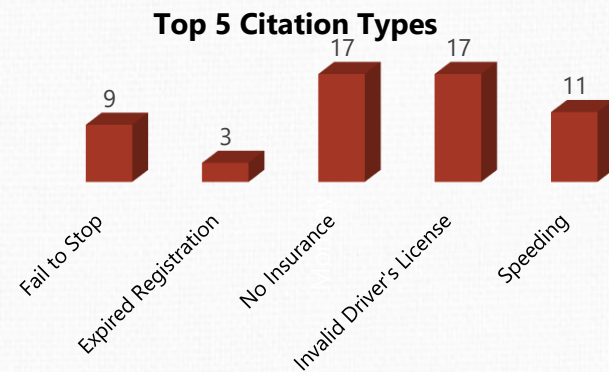
2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151											365	2953
Fire alarm inspections	4	1											5	13
Sprinkler system inspections	7	3											10	66
Nuisance inspections	2	4											6	266
Weed inspections	0	0											0	742
Sprinkler system permits issued	3	2											5	26
Fire alarm system permits issued	1	1											2	21
Hood/Suppression system permits issued	1	1											2	2
Plan reviews	10	6											16	98
Code reviews	3	4											7	34
# Knox boxes checked	0	1											1	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0											0	460
# people given extinguisher demos	0	0											0	207
# people at truck visits	0	0											0	1840
# people fire safety information	30	0											30	1289
# people juvenile firesetters	0	0											0	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents														
City incidents	51	34											85	521
Rural incidents	4	7											11	70
Mutual aid given	2	0											2	3
Monthly Totals	57	41	0	0	0	0	0	0	0	0	0	0	98	594
Type of Incidents														
Fire	10	6											16	48
Rescue calls	5	5											10	117
Hazardous conditions	4	9											13	77
Service calls	4	4											8	38
Good intent calls	16	7											23	131
Fire alarms	17	10											27	179
Others	1	0											1	4
Monthly Totals	57	41	0	0	0	0	0	0	0	0	0	0	98	594
Total training hours	320.34	372.66											693	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0											0	3
# lost work hours	0	0											0	0
# fire extinguishers serviced	70	0											70	240
TOTAL HOURS														
Full-time shift hours worked	1528.00	1344.00											2872.00	20009.00
Full-time overtime hours worked	244.50	163.08											407.58	1636.58
Paid-on-Call hours worked	388.25	389.75											778.00	4671.00
Monthly Hours Worked Total	2160.75	1896.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4057.58	26316.58

Owatonna Police Department Crime Clock February 2025



The Owatonna Police Department issued a total of 84 citations and 247 warnings in February.



The above statistics are based on calls for service reports compiled monthly. Official crime data can be found in our [annual reports](#).



Owatonna Police Department

February 2025 Crime Statistics

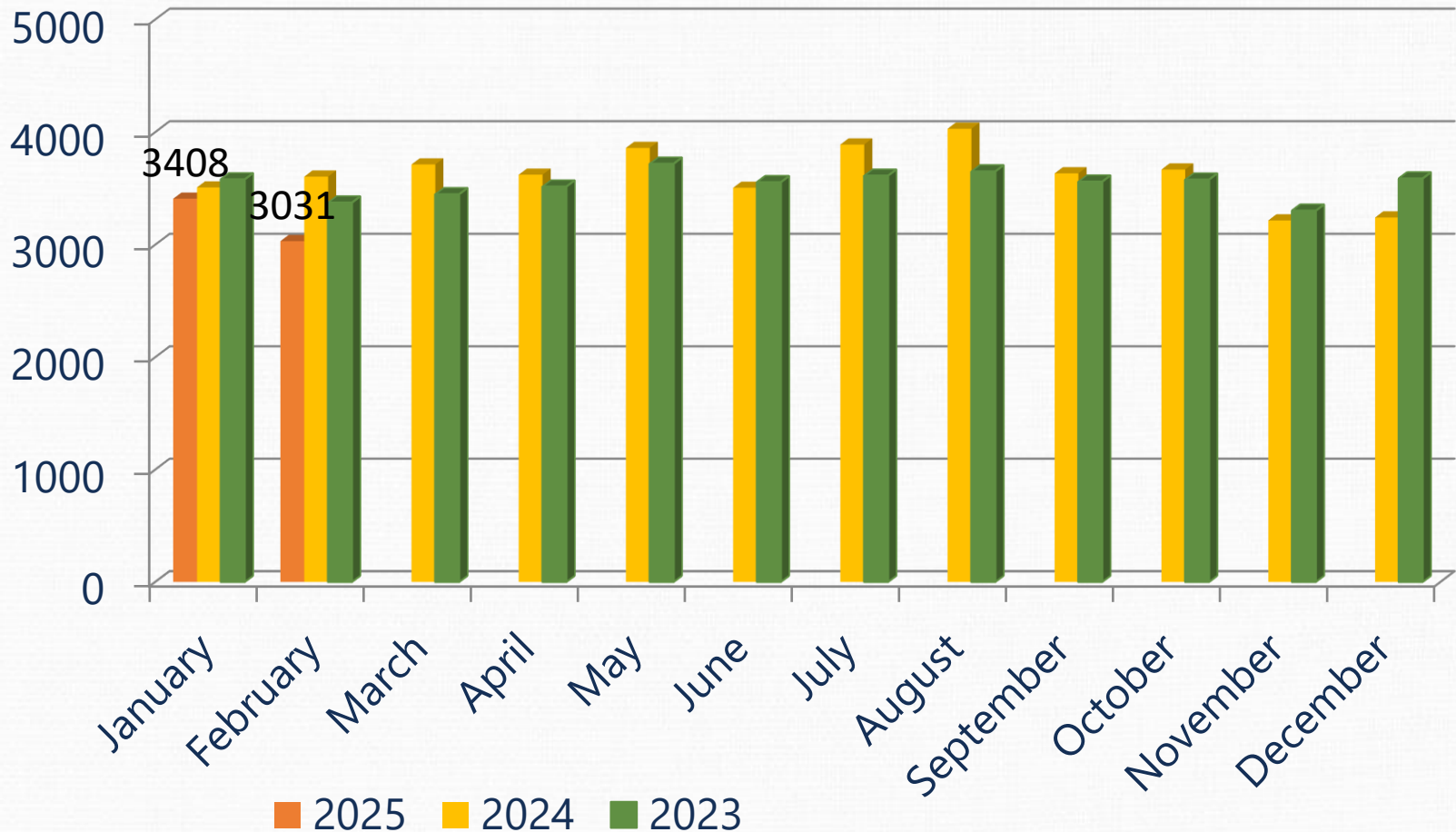


CITY OF
OWATONNA

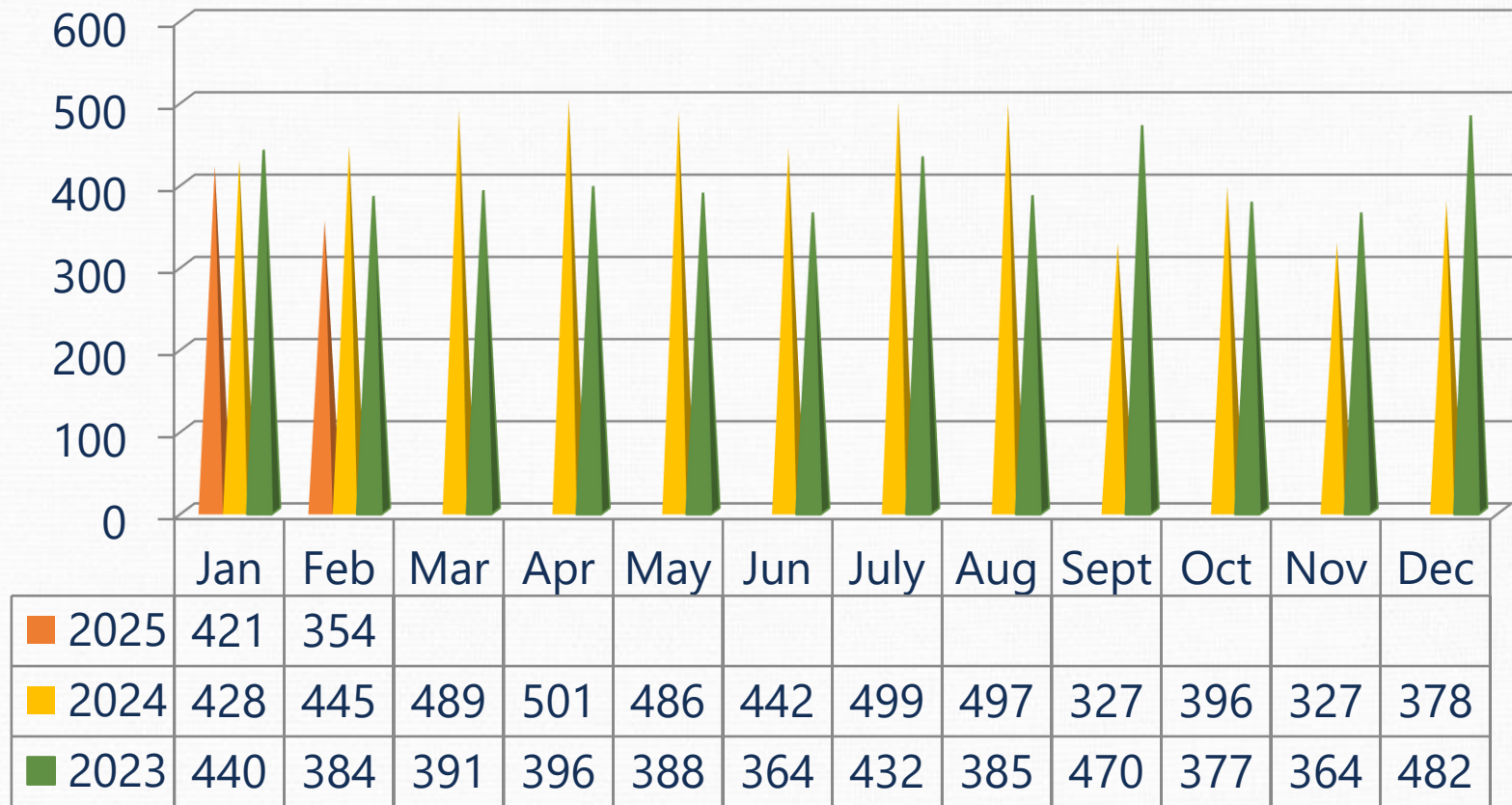


**The following statistics are based on calls for service reports compiled monthly.
Official crime data can be found in our [annual reports](#).**

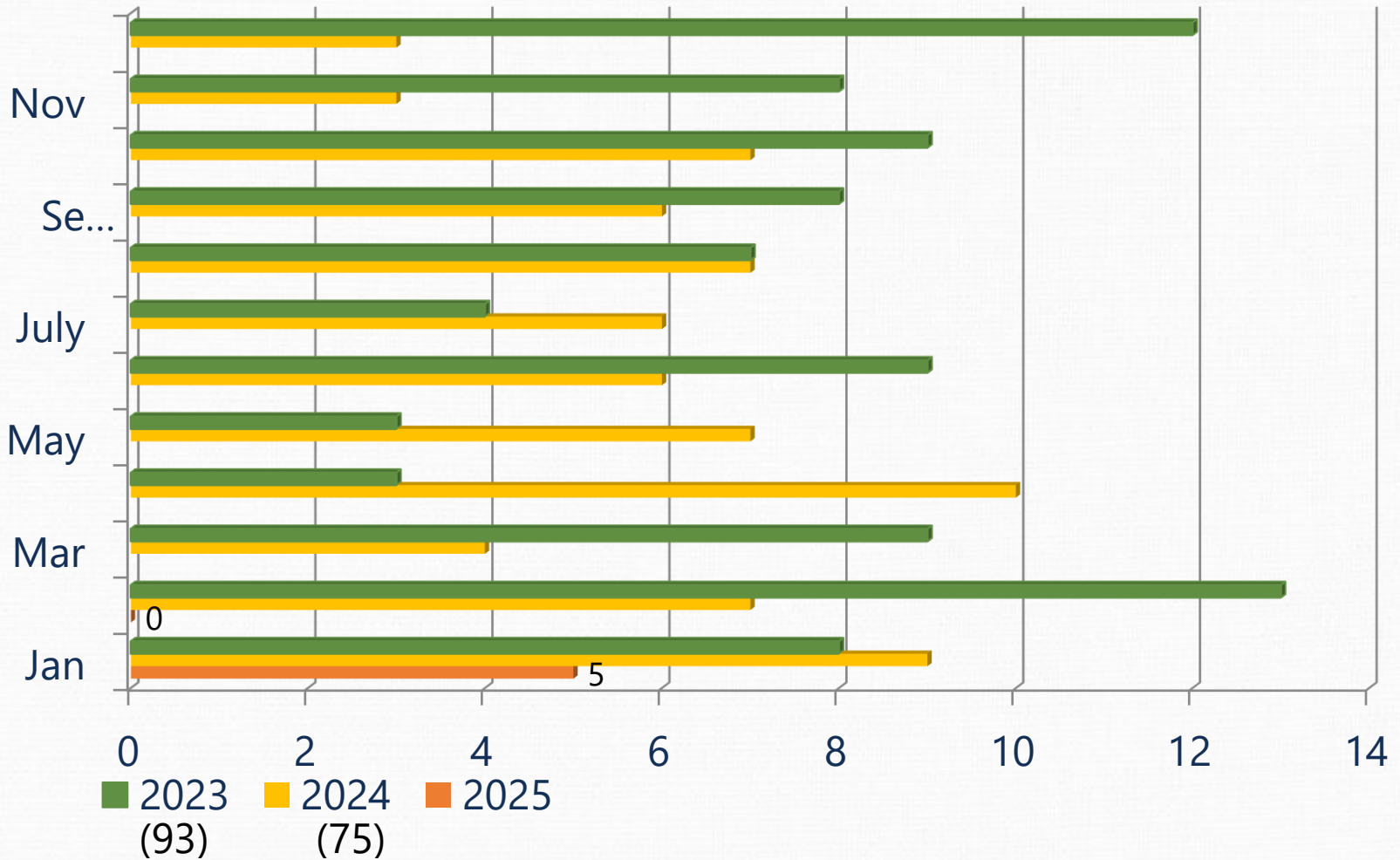
Total Calls for Service



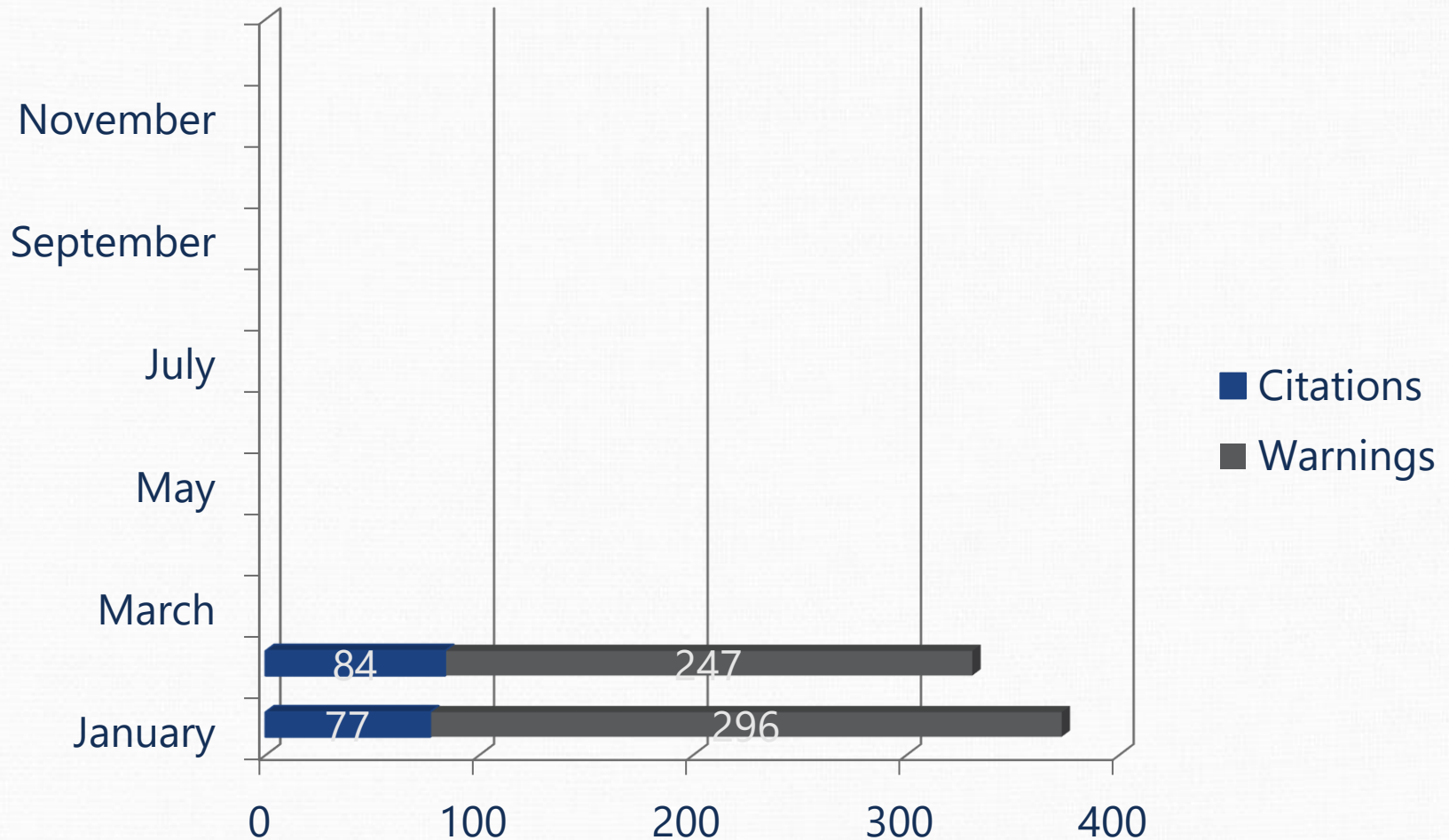
Traffic Stops



DWI



Citations and Warnings



Group A Crimes

Murder and Non-Negligent Manslaughter	0	Pocket-Picking	5	Identity Theft	0
Kidnapping/Abduction	0	Shoplifting	6	Embezzlement	0
Rape	0	Theft From Building	0	Stolen Property Offenses	0
Sodomy	0	Theft From Motor Vehicle	2	Destruction/Damage/Vandalism of Property	3
Fondling	3	Theft of Motor Vehicle Parts or Accessories	0	Drug/Narcotic Violations	2
Robbery	1	All Other Larceny	9	Drug Equipment Violations	0
Aggravated Assault	8	Motor Vehicle Theft	1	Pornography/Obscene Material	0
Simple Assault	12	Counterfeiting/Forgery	3	Weapon Law Violations	0
Intimidation (Assault)	13	False Pretenses/Swindle/Confidence Game	1	Human Trafficking, Commercial Sex Acts	0
Arson	1	Credit Card/Automated Teller Machine Fraud	0	Animal Cruelty	1
Extortion/Blackmail	0	Impersonation	0		
Burglary/Breaking & Entering	3	Wire Fraud	1	TOTAL 75	

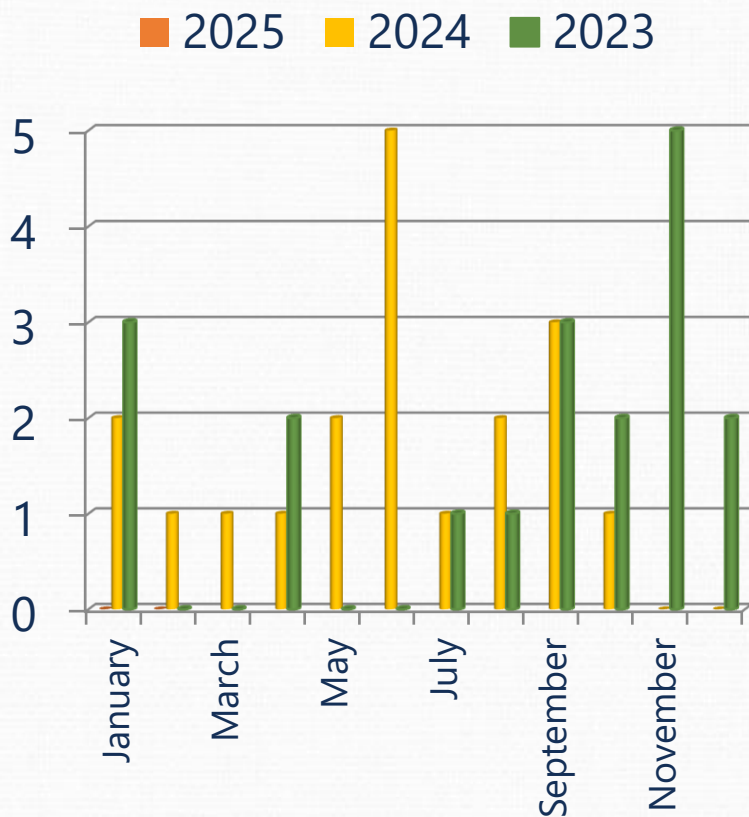
Group B Crimes

Curfew/Loitering/Vagrancy Violations	0
Disorderly Conduct	3
Driving Under the Influence	9
Family Offenses, Nonviolent	3
Liquor Law Violations	0
Trespass of Real Property	1
All Other Offenses	11

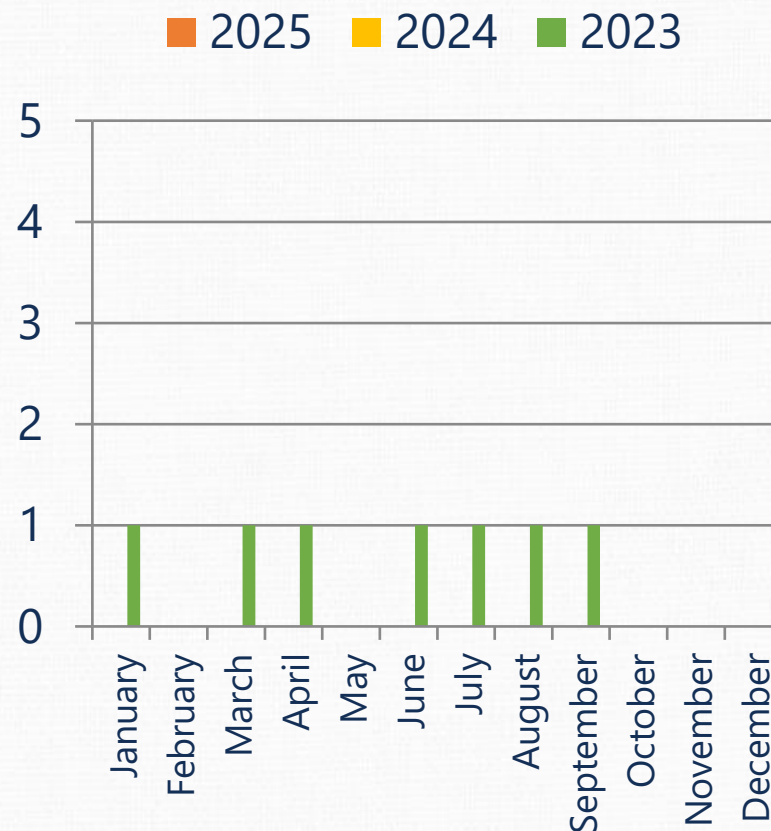
Total 27

Disorderly and Nuisance Violations

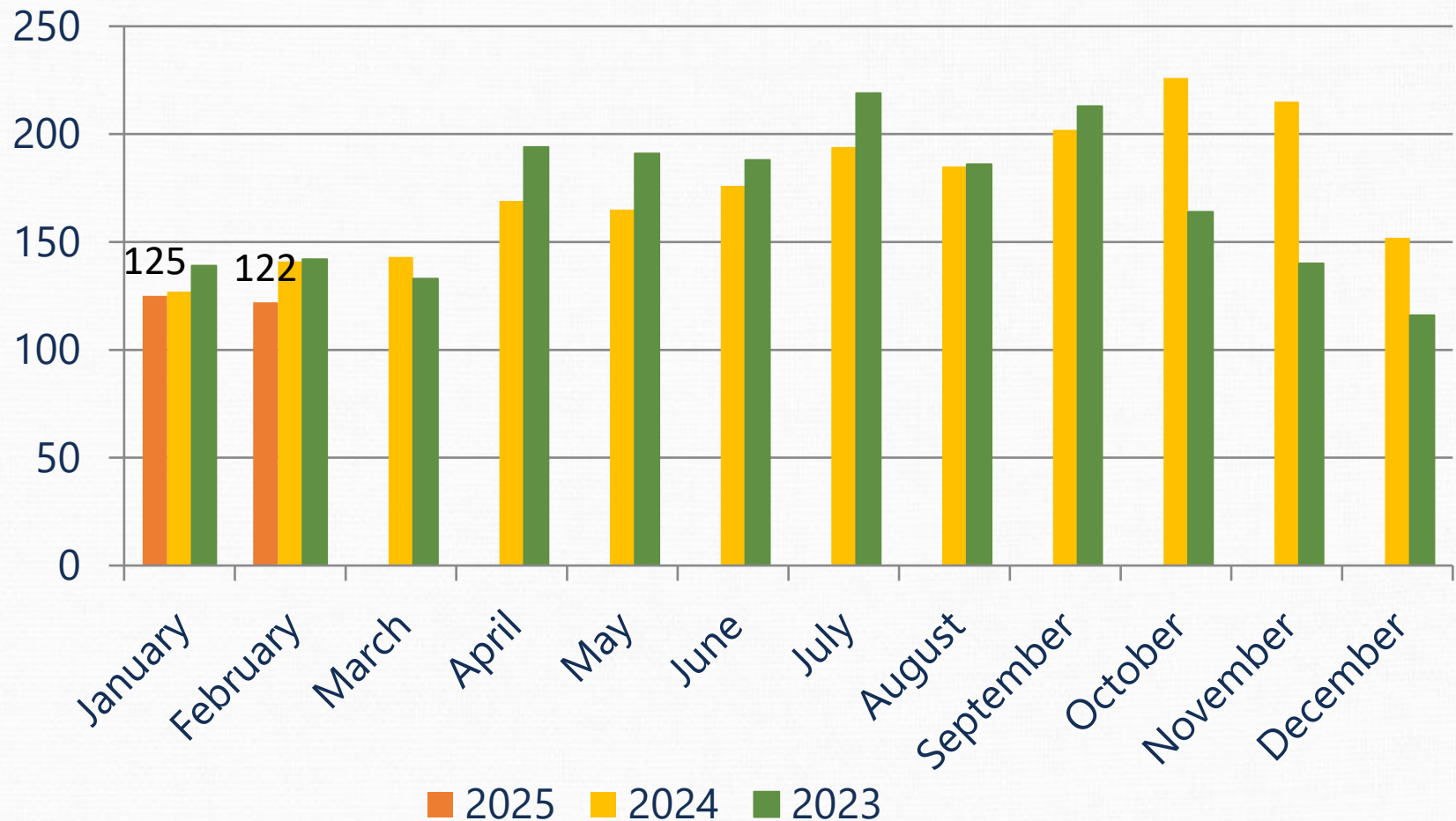
Disorderly Violations



Nuisance Violations



Animal Control Calls





CITY OF
OWATONNA

Licenses Permits

EP-25-6

Events Permit

Application

Status: Active

Submitted On: 3/11/2025

Primary Location

No location

Owner

No owner information

Applicant Nate Palmer 608-487-5190 pastornate@cornerstoneowatonna.com 1500 18th St SE
Owatonna, MN 55060

Event Information

Event Name

National Day of Prayer

Event Contact*

Pastor Nate Palmer

Location of Event*

West Hills by the flag pole

Description of Event* ?

National Day of Prayer invites the community to attend while members of the clergy and others lead in prayer for the nation, state, county, and the city of Owatonna.

Event Set Up Date

05/01/2025

Event Set Up Time* ?

4:30 p.m.

Actual Event Date*

05/01/2025

Actual Event Time* ?

5:30 p.m.

Clean Up Date*

05/01/2025

Clean Up Time ?

6:45 p.m.

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

Canceled

Estimated Attendance* ?

100

Application Information

Sponsoring Organization Name*

Cornerstone Evangelical Free Church

Mailing Address*

1500 18th St SE

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://cornerstoneowatonna.com>

Primary Contact

Name*

Pastor Nate Palmer

Phone Number*

507-446-5850

Cell Phone

608-487-5190

Email Address*

pastornate@cornerstoneowatonna.com

Primary On-site Contact

Name*

Nate Palmer

Cell Phone*

608-487-5190

Alternate On-site Contact

Name*

Josh Geary

Cell Phone*

612-730-2271

Refer Media or Citizen Inquiries To:

Name*

Pastor Nate Palmer

Phone*

608-487-5190

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

4:00-6:30 p.m.

Date*

05/01/2025

Name of Requested Street(s)*

Circle Drive-West Hills

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

4:00-6:30 p.m.

Date*

05/01/2025

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

1 Banner 2' x 6'

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Small Band

Will sound amplification be used?*

Yes

Type*

Small P.A. system

Hours*

5:00-6:30 p.m.

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?*

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*

Electricity at the bottom of the flag pole in West Hills

Describe level of advertisement* ?

Word of mouth through the church community and news release in the newspaper.

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*

6

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*

It will be picked up and thrown away.

Will event need traffic control?*

No

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

Members of Owatonna Police Department will be present.

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?*

Everyone will leave

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

Name*

Pastor Nate Palmer

Phone Number*

608-487-5190

Email*

pastornate@cornerstoneowatonna.com

List any other pertinent information

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

Applicant Signature

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

Signature of Applicant*

✓ Nathan Palmer
Mar 11, 2025

Internal Use

Special Provisions

Summary of application: National Day of Prayer - May 1, 2025 in front of City Hall. Request use of street, parking spaces and flag pole platform; 6 medium sized cones to block traffic and rack of folding chairs for participant's use. Setup begins at 4:30 pm, event begins at 5:30 pm and should be done and all cleared by 6:45 pm.

Fire Department Approval / Comments / Notes

Approved with no comment.

Park & Rec. Department Approval / Comments / Notes

Approved, no P&R impact.

Police Department Approval / Comments / Notes

Approved, no department impact, Police are in attendance.

Public Works Department Approval / Comments / Notes

Approved, please call 2 days prior to event to schedule pick up of cones 507-456-5028

Building & Inspection

Approved with no comment.

Items Needed: use of street, parking spaces and flag pole platform; 6 medium sized cones to block traffic and rack of folding chairs for participant's use.

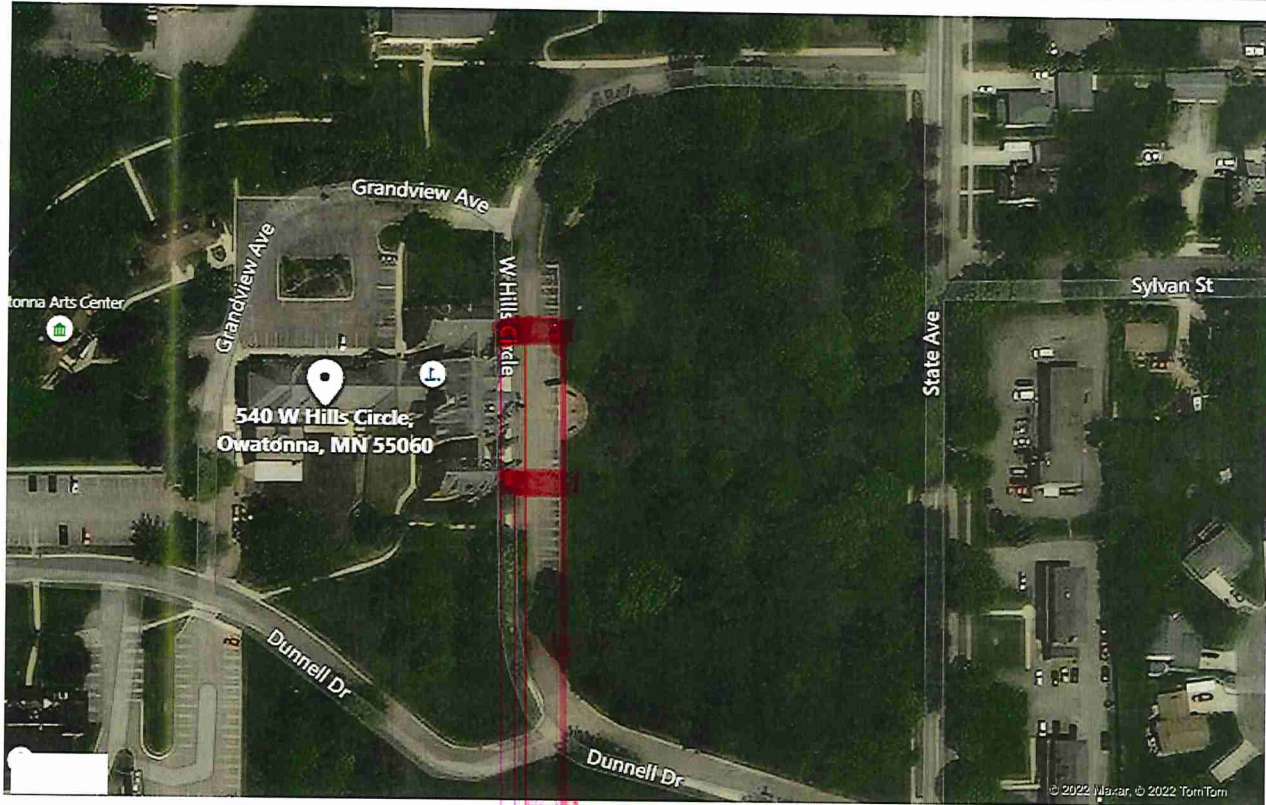
Date to Council 3/18/2025

– Council Notes:

540 W Hills Circle, Owatonna, MN 55060

Location: 44.089422, -93.238728

National Day of Prayer Service held in front of City Hall, 540 West Hills Circle.



[Red Box] = Block Street

EP-25-5

Events Permit

Application

Status: Active

Submitted On: 3/10/2025

Primary Location

No location

Owner

No owner information

Applicant

Rylee Muhr



507-475-3582



rmuhr@westbankstrong.com



1443 Lincoln Ave SE

Owatonna, MN 55060

Event Information**Event Name**

3rd Annual 0.5K Fun Run

Event Contact*

Rylee Muhr

Location of Event*

Mineral Springs Brewery, Parking Lot, and City Trail

Description of Event* ?

3rd Annual Young Professionals 0.5K Fun Run. This event is a fundraiser in coordination with Mineral Springs Brewery to raise money for the local Humane Society. Participants will sign-up and run the 0.5K race route and enjoy beverages and food trucks afterwards at MSB. Money earned from the event will be donated to the Humane Society.

Event Set Up Date

06/21/2025

Event Set Up Time* ?

9:30am

Actual Event Date*

06/21/2025

Actual Event Time* ?

11:00am

Clean Up Date*

06/21/2025

Clean Up Time ?

12:00pm

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

Canceled

Estimated Attendance* ?

150

Application Information

Sponsoring Organization Name*

Owatonna Young Professionals

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://owatonna.org/young-professionals/>

Primary Contact

Name*

Rylee Muhr

Phone Number*

507-475-3582

Cell Phone

Email Address*

rmuhr@westbankstrong.com

Primary On-site Contact

Name*

Rylee Muhr

Cell Phone*

507-475-3582

Alternate On-site Contact

Name*

Jason Van Houdt

Cell Phone*

507-461-1897

Refer Media or Citizen Inquiries To:

Name*

Rylee Muhr

Phone*

507-475-3582

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

9:30am-12:00pm

Date*

06/21/2025

Name of Requested Street(s)*

W Vine St & N Walnut Ave

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

9:30am-12:00pm

Date*

06/21/2025

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

1 sign. 3ft x 3ft. Young Professional sign that we bring to all events.

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*

No Power Needed

Describe level of advertisement* ?

Radio, Ads, Flyers, Social Media.

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

8

Size Needed*

Medium

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

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Young Professional volunteers will assist in set up and take down along with clean up. Event will have own garbage bags/trash cans.

Will event need traffic control?*

No

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

Young Professionals will use microphones/PA system from MSB to announce event details and safety instructions.

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?*

Participants will be directed into MSB.

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

Name*

Rylee Muhr

Phone Number*

507-475-3582

Email*

rmuhr@westbankstrong.com

List any other pertinent information

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*



Rylee Muhr

Feb 11, 2025

Internal Use

Special Provisions

Summary of Request use of city sidewalks, trail, road (N Walnut Avenue between Ted G Ringhofer Dr & the alley behind Straight River Sports half a block north of Bridge Street); and 8 medium sized barricades.

Fire Department Approval / Comments / Notes

Approved with no comment.

 Park & Rec. Department Approval / Comments / Notes

Approved, no impact on P&R Department.

 Police Department Approval / Comments / Notes

Approved. No impact.

 Public Works Department Approval / Comments / Notes

Approved, please call 2 days prior to Event to schedule pick up of Barricades. 507-456-5028

 Building & Inspection

Approved, no comment.

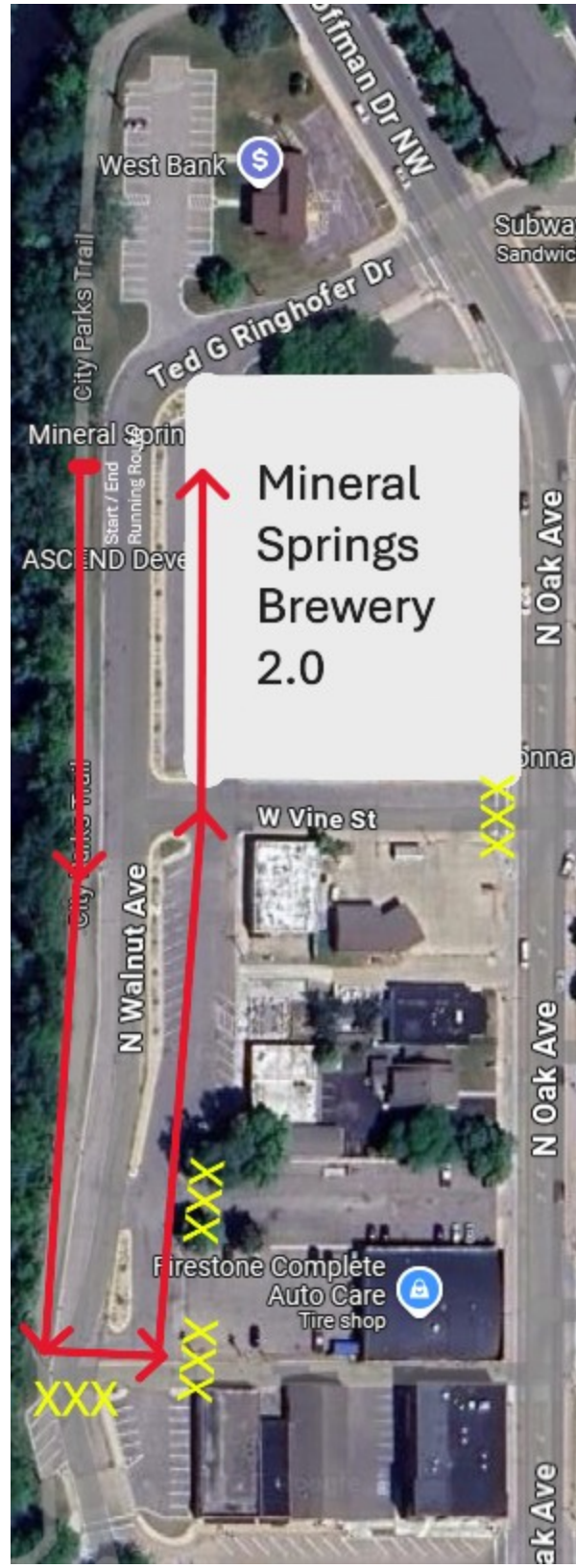
 Date to Council

— March 18, 2025 - Consent Agenda Item

 Council Notes

 Items Needed

Attachments





DATE: March 18, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: 7 Temporary Liquor Licenses - Mineral Springs Brewery

Purpose:

Request Council approval of seven applications received from Mineral Springs Brewery, LLC (MSB) for Temporary Liquor Licenses.

Background:

MSB is a small production brewery and eligible to hold a Temporary Liquor License which allows them to serve outside their licensed premises. A temporary license cannot be authorized for more than four consecutive days.

MSB has requested Temporary Licenses for these dates/events:

- April 26 - Souba Open House
- May 3 - Cinco de Mayo Celebration - Alliance for Greater Equity event at Central Park
- June 4 - Federated Insurance Employee Celebration at Steele Co Fairgrounds
- June 5 - Downtown Thursday Event - Mainstreet Owatonna Event
- July 3 - Downtown Thursday Event - Mainstreet Owatonna Event
- August 7 - Downtown Thursday Event - Mainstreet Owatonna Event
- September 4 - Downtown Thursday Event - Mainstreet Owatonna Event

MSB has provided the required Certificate of Insurance listing the city as an additional insured during these events.

Budget Impact:

\$350.00 - Fee for a Temporary Liquor License is \$50.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



CITY OF
OWATONNA

Miscellaneous



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Certificate of Substantial Completion - Fine Screen Building - WWTF Expansion

Purpose:

Requesting City Council Acceptance of the Certificate of Substantial Completion for the Fine Screen Building (FSB), part of the Wastewater Treatment Facility Expansion Project.

Background:

The Fine Screen Building, Specification Section 46 21 33, was constructed as part of the Wastewater Treatment Facility Expansion Project. This portion of the project has been completed, done in accordance with the design specifications, is operational and ready for its intended use. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

Budget Impact:

There is no additional budget impact in approving substantial completion.

Staff Recommendation:

Staff recommends acceptance of the completed project with the contractual correction and warranty period effective February 18, 2025.

Attachments:

1. Certificate of Substantial Completion - Fine Screen Building

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

Specification Section 46 21 33 Wastewater Screening Equipment

Processes in the Fine Screen Building (FSB) are operational, and the building is ready for its intended use.

Date of Substantial Completion: **February 18, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

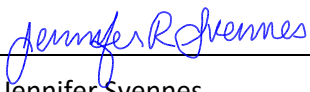
Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

FSB Substantial Completion Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): 
Name (printed): Jennifer Svennes
Title: Lead Process Engineer

Owatonna WWTF Upgrade and Expansion Project - FSB

Sustantial Completion Punch List

Item Description

Building Items

1	Address voids around windows. Complete painting around windows.
2	Caulk color shall match walls and be consistent throughout building.
3	Install bollard covers.

Mechanical Items

1	Submit test and balance report for FSB HVAC Systems.
2	Label all non-potable water outlets (including EWR outlets) as "Non-potable water - Not for
3	Label primary and overflow roof drains at building exterior as noted on 1/M101
4	Label all plumbing piping and equipment per Specification Section 22 05 53, and all ductwork and
5	Fire damper for MAU ductwork was installed above the floor. Damper needs to be installed in the rated assembly and an access panel is to be provided in the ductwork immediately above or below
6	Provide a hard-wired thermostat for ACU-2 in the electrical room.

Process Items

1	Apply metal nametag for all equipment, i.e. FSB-FS1, FSB-FSCMP1. Coordinate tag placement with
2	Touch up paint on piping systems. Many areas are chipped throughout building.
3	Install pH sensor in sample line.

Electrical and Control Items

1	Finish the 480V wiring portion of the power monitor within the MCC power monitor bucket. Test the
2	On the compactor local control station provide label for each the compactor motor HOA and the wash solenoid ON-OFF-AUTO. The motor should have the Manual/Auto switch and the wash solenoid should have the ON-OFF-AUTO switch on both local control stations. Currently FSB-FSCMP2.
3	Provide a nameplate placard on the front of EMLP1 front face.
4	Many of the fuses within the control panel are disengaged indicating equipment not ready. Once all equipment is ready fuses and control circuits should be energized.
5	On each screen local control stations provide or replace the labels to indicate which on-off-auto / HOA switch is for the screen motor and which is for the wash water.
6	Some of the conduits remain unpainted, paint the unpainted conduits. Note DO NOT paint the
7	Seal the inside of the conduits from gas or explosion going through the conduits. Seal conduits after
8	Provide label on all receptacles indicating circuit number and source panel.
9	It seems like the control of the solenoids for the wash water on the compactor and the screens are tied together. When the wash water on the compactor is turned off, the screen wash water turned off which shouldn't happen. Contractor shall verify wiring and JWC shall correct any programming
10	When the operators switch from Auto to Hand on the compactors, the JWC program still is in auto so when they put them back in auto, they also have to go to the PLC to put them back in auto. JWC



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement - SIU Loading Evaluation - Nero Engineering

Purpose:

Requesting City Council approval of an agreement with Nero Engineering to provide professional engineering services to evaluate the discharge limits imposed on Significant Industrial Users (SIU).

Background:

All publicly owned treatment works (POTW) are responsible for controlling discharges from the users of their systems to ensure harmful pollutants are not discharged to the Straight River, discharges do not interfere with facility operations and harmful pollutants do not contaminate biosolids, which would impact their use and disposal. There are several SIUs that discharge wastewater to the Wastewater Treatment Facility and the City has imposed limits on these users to manage the amount potentially harmful substances that may be released in their processes. The MPCA recommends these limits be evaluated periodically to ensure appropriateness.

Nero Engineering will provide SIU data review, water and biosolids quality review, SIU allocations, and a technical memorandum summarizing their findings.

See the attachment for the full scope of services and fee schedule.

Budget Impact:

The agreement is not to exceed \$14,880 without prior authorization. Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. SIU Evaluation Proposal - Nero Engineering



ENGINEERING SERVICES AGREEMENT

Project: SIU Loading Evaluation (Project)

This Agreement is by and between:

City of Owatonna (Owner)
540 West Hills Circle
Owatonna, MN 55060

and

Nero Engineering, LLC (Nero)
4124 Quebec Ave N; Ste 100
Minneapolis, MN 55427

Who agree as follows:

Owner hereby engages Nero to perform the Services set forth in Part I for the compensation set forth in Part III. Nero will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Nero agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR NERO

By: Jennifer R. Svenes

Printed Name: Jennifer Svenes, PE

Title: Vice President

Date: February 27, 2025

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

All publicly owned treatment works (POTWs) are responsible for controlling discharges from the users of their systems to ensure the following things:

- That harmful pollutants do not pass through the wastewater treatment plant (WWTP) to the receiving waters
- That discharges to the WWTPs do not interfere with the facility's operations, and
- That harmful pollutants do not accumulate in biosolids impacting their use and disposal.

The City of Owatonna has several significant industrial users (SIUs) that are monitored for pollutants of concern. The current SIUs are:

- Crown Cork & Seal
- Cybex
- Gandy Company
- Bosch
- Truth Paint
- Truth Hardware
- Wenger Corporation
- Jostens
- Century Leather Products/Uber Tanning
- Lakeside Foods
- Steel County Landfill

The City imposes limits on their industrial users to manage the loads for parameters of concern before being discharged to the sewer. The MPCA recommends these limits and the loading from the SIUs be evaluated every permit cycle to determine if any allocations need adjustment. This proposal is for Nero to assist the City with the evaluation of the SIU limits.

Nero Engineering proposes the following approach:

SIU Data Review

1. Tabulate data from all SIUs from the past three years.
2. Compile data by parameter.
3. Compile WWTF effluent and biosolids data of parameters of concern from the past three years.

Water and Biosolids Quality

1. Compare total pollutant loading to water quality standards.
2. Compare total pollutant loading to biosolids standards.

SIU Allocations

1. Determine if SIU limits need adjustment based on results of data review.
2. Compare SIU limits to any corresponding industrial categorical limits (if applicable).
3. Determine remaining allocations available for future industries.

Tech Memo

1. Summarize results of SIU review in a tech memo that the City may submit to the MPCA.

B. SCOPE OF SERVICES

Basic Services to be provided by Nero for this Project under this Agreement are as follows:

C. PROJECT TIMING

Nero is prepared to begin the work immediately upon authorization.

Anticipated Schedule

- | | |
|-------------------------------|--------------|
| • SIU Data Review | March, 2025 |
| • Water and Biosolids Quality | April, 2025 |
| • SIU Allocations | May, 2025 |
| • Submit memo to City | May 30, 2025 |

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Nero, and serve as liaison with Nero as necessary for Nero to complete its Services.
2. Furnish to Nero copies of existing documents and data pertinent to Nero's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Nero existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Nero safe access to premises necessary for Nero to provide the Services.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Nero's standard chargeout rates in effect at the time the Services are performed (see the attached Fee Schedule). Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$14,880 without prior written approval from Owner.
- B. Nero will bill Owner monthly, with net payment due in 30 days.
- C. Nero will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV- STANDARD TERMS AND CONDITIONS

NERO ENGINEERING, LLC TERMS AND CONDITIONS

ARTICLE 1 - PAYMENTS TO NERO ENGINEERING

1.01 Other Provisions Concerning Payment

A. *Preparation of Invoices.* Invoices will be prepared monthly in accordance with Nero Engineering's standard invoicing practices and will be submitted to Owner by Nero Engineering, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Proposal or Task Order.

B. *Payment of Invoices.* Invoices are due and payable upon receipt. If Owner fails to make any payment due Nero Engineering for services and expenses within 30 days after receipt of their invoice therefore, the amounts due Nero Engineering will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less.) In addition, Nero Engineering may after giving seven days written notice to Owner, suspend services under this Agreement until Nero Engineering has been paid in full all amounts due for services, expenses, and other related charges. Design professionals shall not have any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Payments will be credited first to interest then to principal.

C. As required by the Construction Lien Law, Nero Engineering hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid.

D. *Disputed Invoices.* If the Client objects to any portion of an invoice, the Client shall so notify the Design Professional in writing within 30 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated shall be paid by the Client on all disputed invoiced amounts resolved in the Design Professional's favor and unpaid for more than 30 calendar days after date of submission.

E. *Payments Upon Termination.* In the event of any termination under Paragraph 2.04, Nero Engineering will be entitled to invoice Owner and will be paid in accordance with Proposal for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE 2 - GENERAL CONSIDERATIONS

2.01 Standards of Performance

A. The standard of care for all professional services and related services performed or furnished by Nero Engineering under this Agreement will be the care and skill ordinarily used by members of their profession practicing under similar circumstances at the same time and in the same locality. Nero Engineering makes no warranties, expressed or implied, under this Agreement, in connection with their services.

B. Nero Engineering shall perform or furnish professional services and related services in phases of the Project to which this Agreement applies. Nero Engineering shall serve as Owner's prime professional for the Project. Nero Engineering may employ such Subconsultants as they deem necessary to assist in the performance or furnishing of the services. Nero Engineering shall not be required to employ any Subconsultant unacceptable to them.

C. Nero Engineering and Owner will endeavor to comply with applicable Laws or Regulations. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after Effective Date of this Agreement may be the basis or modifications to Owner's responsibilities or to Nero Engineering's scope of services, times of performance, or compensation.

D. Owner shall be responsible for, and Nero Engineering may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Nero Engineering pursuant to this Agreement. Nero Engineering may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Nero Engineering.

2.02 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Nero Engineering shall retain an ownership and property interest therein (including the right of reuse at the discretion of Nero Engineering) whether or not the project is completed.

B. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Nero Engineering. Files in electronic media format of text, data, graphics, or of other types that are furnished by Nero Engineering to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Owner may make, and retain, and reuse copies of Documents for information and reference in connection with use on the Project by Owner with written permission from Nero Engineering. Such Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Nero Engineering, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Nero Engineering or its Subconsultants. Owner shall indemnify and hold harmless Nero Engineering and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

PART IV- STANDARD TERMS AND CONDITIONS

2.03 Insurance

- A. Nero Engineering shall procure and maintain Professional Liability, General Liability, Workers Compensation, and Automotive Liability which are applicable to the Project
- B. Owner shall procure and maintain General Liability and Property Insurance policies which are applicable to the Project.

2.04 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. *For cause*, by either party upon 30 days written notice in the event of substantial failure upon the other party to perform in accordance with the terms hereof through no fault of the terminating party
 - 2. *For Convenience*, by Owner effective upon the receipt of notice by Nero Engineering.

2.05 Dispute Resolution

- A. Owner and Nero Engineering agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to exercising their rights under provisions of this Agreement, or under law.
- B. Mediation - In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

2.06 Hazardous Environmental Condition

- A. Owner represents to Nero Engineering that to the best of its knowledge, a Hazardous Environmental Condition does not exist.
- B. Owner has disclosed to the best of its knowledge to Nero Engineering the existence of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Project Site, including type, quantity, and location.
- C. It is acknowledged by both parties that Nero Engineering scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services,

the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

D. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Design Professional, his or her officers partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or cost, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause or action.

2.07 Allocation of Risks

- A. *Indemnification*
 - 1. To the fullest extent permitted by law, Nero Engineering shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of Nero Engineering or its officers, directors, partners, employees in the performance and furnishing of Nero Engineering's services under this Agreement.
 - 2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Nero Engineering, its officers, directors partners, employees, and Subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and Owner's Consultants with respect to this Agreement or the Project.
 - 3. To the fullest extent permitted by law, Nero Engineering's total liability to Owner and anyone claiming by, through, or under Owner for any cost, loss or damages caused in part by the negligence of Nero Engineering and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Nero Engineering negligence bears to the total negligence of Owner. Nero Engineering, and all other negligent entities and individuals.

Design Fees and Expenses
SIU Loading Evaluation
Owatonna, MN

	Labor Hours		Expenses	Totals			
	Company> Role>	Nero PM/Process	Nero Process	Travel	Labor	Expenses	Total
	Hourly Rates >	220 Svennes	180 Hespanhol				
SIU Data Review							
Tabulate data from SIUs		1	4		940	0	940
Compile data by parameter		1	2		580		580
Compile WWTF effluent and biosolids data		1	4		940		940
Water and Biosolids Quality							
Compare total pollutant loading to water quality standards		4	4		1,600	0	1,600
Compare total pollutant loading to biosolids standards		4	4		1,600	0	1,600
SIU Allocations							
Determine if SIU limits need adjustment		6	8		2,760	0	2,760
Evaluate applicable categorical limits		3	4		1,380	0	1,380
Determine remaining allocations available		6	8		2,760		2,760
Tech Memo							
Prepare tech memo of results		4	8		2,320	0	2,320
Total		30	46	0	14,880	0	14,880

Total Hours	30	46		
Individual Total Fees	6,600	8,280		14,880 0 14,880

* Subconsultant



CITY OF
OWATONNA

Finance Report

RECAP:

\$	22,133.81	Central Farm Service - fleet fuel
	57,910.76	Equity Builders & Construction - pay est #2 - dome hangar roof replacement project
	41,842.68	Four Seasons Electric
		- lighting & fans at maintenance shop - \$29,055.00
		- lighting materials & repairs - airport - \$3,003.79
		- baseboard heat, generator amp readings - city hall - \$2,989.18
		- lighting separation & wiring-water heater - Merrill Hall - \$2,658.44
		- new lighting & added outlet at bar area - \$2,555.00
		- misc. electrical labor/material \$1,581.27
	85,830.62	Nero Engineering - WWTF upgrade & expansion project - February 2025
	75,134.76	Reinders
		- chemicals - Brooktree - \$59,706.08
		- chemicals - parks - \$15,428.68
	557,677.59	Rice Lake Construction Group - WWTP Expansion pay est #33
	74,117.01	Turfwerks - Jacobsen LLF - grounds maintenance mower
	2,316,952.83	US Bank
		- GO Bond, Series 2024A: Interest Pymt \$117,817.77
		- GO Tax Abatement Bond 2024B: Interest Pymt \$44,889.43
		- GO Street Reconstruction Bond, Series 2023B: Bond Pymt \$170,000.00 / Interest Pymt \$61,000.00
		- GO Street Reconstruction Bond, Series 2021A: Bond Pymt \$300,000.00 / Interest Pymt \$37,630.00
		- GO Street Reconstruction Bond, Series 2020A: Bond Pymt \$145,000.00 / Interest Pymt \$19,000.00
		- GO Improvement Bond, Series 2019A: Bond Pymt \$185,000.00 / Interest Pymt \$28,200.00
		- GO Street Reconstruction Bond, Series 2018A: Bond Pymt \$490,000.00 / Interest Pymt \$49,950.00
		- GO Bond, Series 2017A: Bond Pymt \$215,000.00 / Interest Pymt \$10,096.88
		- GO Bond, Series 2016A: Bond Pymt \$280,000.00 / Interest Pymt \$19,868.75
		- GO Bond, Series 2015A: Bond Pymt \$140,000.00 / Interest Pymt \$3,500.00
	275,323.30	Wencl Construction - 23005 Vine Street lot pay est #3
	194,661.88	OTHER EXPENDITURES
\$	<u>3,701,585.24</u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

NOTE: Checks over \$20,000 are detailed out individually

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
382116	03/12/25	AFLAC	2,867.06	R	ACH
382117	03/12/25	ALEXANDER LUMBER COMPANY	783.73	0	Regular
382118	03/12/25	ALLDATA	1,500.00	0	Regular
382119	03/12/25	AMERICAN FLOOR MATS	2,458.21	0	Regular
382120	03/12/25	AMERICAN LEGAL PUBLISHING	245.00	0	Regular
382121	03/12/25	ANHORN'S GAS & TIRE	91.21	0	Regular
382122	03/12/25	APG MEDIA OF SO MINNESOTA LLC	1,182.51	0	Regular
382123	03/12/25	ARNOLD'S OF MANKATO INC	842.95	0	Regular
382124	03/12/25	ASPEN MILLS INCORPORATED	205.20	0	Regular
382125	03/12/25	AWARDS DIRECT INC	35.57	0	Regular
382126	03/12/25	BAKER & TAYLOR BOOKS	1,042.99	R	ACH
382127	03/12/25	BAKER TILLY US LLP	4,420.00	R	ACH
382128	03/12/25	BIBLIOTHECA LLC	7,560.00	R	ACH
382129	03/12/25	BORDER STATES INDUSTRIES INC	2,989.27	R	ACH
382130	03/12/25	BUREAU CRIMINAL APPREHENSION	900.00	0	Regular
382131	03/12/25	CAVALIER COACHES INC	1,445.00	0	Regular
382132	03/12/25	CEMSTONE PRODUCTS CO	297.92	0	Regular
382133	03/12/25	CENTRAL FARM SERVICE	22,133.81	0	Regular
382134	03/12/25	CHRIS PROHASKI	1,222.00	R	ACH
382135	03/12/25	CITY OF BLOOMING PRAIRIE	2,377.00	R	ACH
382136	03/12/25	CLUB CADDIE	525.00	0	Regular
382137	03/12/25	CONTINENTAL RESEARCH CORP	1,022.24	R	ACH
382138	03/12/25	COURT SPORTS AND MORE	88.00	R	ACH
382139	03/12/25	COVERALL OF THE TWIN CITIES	4,910.00	R	ACH
382140	03/12/25	CULLIGAN OF OWATONNA	177.73	R	ACH
382141	03/12/25	CURT'S TRUCK & DIESEL SERVICE	119.40	R	ACH
382142	03/12/25	CWKK CRIMEDEX	79.00	R	ACH
382143	03/12/25	DENISE STEWART	334.43	0	Regular
382144	03/12/25	DISH	174.49	0	Regular
382145	03/12/25	DLL FINANCE LLC	9,156.08	0	Regular
382146	03/12/25	ELECTRIC PUMP INC	3,137.75	R	ACH
382147	03/12/25	ENTENMANN-ROVIN CO	279.40	R	ACH
382148	03/12/25	EQUITY BUILDERS & CONSTRUCTION	57,910.76	R	ACH
382149	03/12/25	EXP REALTY	250.00	0	Regular
382150	03/12/25	EYE MED VISION CARE	557.15	0	Regular
382151	03/12/25	FARMERS FEED AND PET SUPPLY	69.99	0	Regular
382152	03/12/25	FASTENAL COMPANY	187.63	R	ACH
382153	03/12/25	FIRST SUPPLY OWATONNA	1,003.81	R	ACH
382154	03/12/25	FLAHERTY & HOOD PA	2,887.50	R	ACH
382155	03/12/25	FOUR SEASONS ELECTRIC	41,842.68	R	ACH
382156	03/12/25	GALLAGHER BENEFIT SERVICES INC	1,041.66	R	ACH
382157	03/12/25	GRAINGER	90.21	R	ACH
382158	03/12/25	HACH COMPANY	423.15	0	Regular
382159	03/12/25	HAWKINS INC	2,739.60	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382160	03/12/25	HEALTHPARTNERS INC	5,105.50	0	Regular
382161	03/12/25	HOUSE OWATONNA	119.04	0	Regular
382162	03/12/25	HUBER SUPPLY CO INC	212.29	0	Regular
382163	03/12/25	HUBER SUPPLY CO INC	18.20	0	Regular
382164	03/12/25	I U O E LOCAL 70	2,868.00	0	Regular
382165	03/12/25	I&S GROUP INC	1,125.00	0	Regular
382166	03/12/25	IFACS	197.29	R	ACH
382167	03/12/25	INNOVATIVE OFFICE SOLUTIONS	461.79	0	Regular
382168	03/12/25	INTEGRATED PROCESS SOLUTIONS I	4,744.00	R	ACH
382169	03/12/25	JACK MARTIN	336.00	0	Regular
382170	03/12/25	JARDINE LOGAN & O'BRIEN	1,512.40	0	Regular
382171	03/12/25	KOWZ-FM	500.00	R	ACH
382172	03/12/25	KWIK TRIP INC	163.35	0	Regular
382173	03/12/25	LAWSON AUTOMOTIVE LLC	894.30	R	ACH
382174	03/12/25	LAWSON PRODUCTS	1,115.93	0	Regular
382175	03/12/25	LEGENGE SUBSIDIARY HOLDINGS LL	4,251.75	R	ACH
382176	03/12/25	LINDER DIGITAL	1,180.00	R	ACH
382177	03/12/25	LOGIS	116.25	R	ACH
382178	03/12/25	MACQUEEN EQUIPMENT CO	7,345.75	R	ACH
382179	03/12/25	MADISON NATL LIF INS CO INC	1,079.07	0	Regular
382180	03/12/25	MARCO TECHNOLOGIES LLC	413.59	R	ACH
382181	03/12/25	MARTIN EQUIPMENT INC	5,000.00	0	Regular
382182	03/12/25	MATTHEW HOKANSON	435.00	0	Regular
382183	03/12/25	MCMASTER-CARR SUPPLY CO	37.28	R	ACH
382184	03/12/25	METRO SALES INC	325.08	0	Regular
382185	03/12/25	MICHAEL A. OLDENBURG	552.00	0	Regular
382186	03/12/25	MID-AMERICAN RESEARCH CHEMICAL	470.21	0	Regular
382187	03/12/25	MIDWEST TAPE LLC	2,596.48	R	ACH
382188	03/12/25	MINNESOTA LIFE	3,044.45	0	Regular
382189	03/12/25	MINNESOTA SECURITY CONSORTIUM	1,708.90	R	ACH
382190	03/12/25	MISGEN AUTO PARTS	275.00	0	Regular
382191	03/12/25	MISSION COMMUNICATIONS LLC	387.00	R	ACH
382192	03/12/25	MN CITY-COUNTY MANAGEMENT ASSN	214.00	0	Regular
382193	03/12/25	MN DEPT OF LABOR AND INDUSTRY	100.00	0	Regular
382194	03/12/25	MN DRIVER & VEHICLE SERVICES	15.25	0	Regular
382195	03/12/25	MN NCPERS GROUP LIFE INSURANCE	416.00	0	Regular
382196	03/12/25	MN PUBLIC EMPLOYEES ASSOC	1,392.00	R	ACH
382197	03/12/25	MRI SOFTWARE LLC	75.00	R	ACH
382198	03/12/25	MTI DISTRIBUTING INC	446.79	R	ACH
382199	03/12/25	NAPA AUTO PARTS	590.49	R	ACH
382200	03/12/25	NATIONAL EAGLE CENTER	1,033.80	0	Regular
382201	03/12/25	NERO ENGINEERING	85,830.62	R	ACH
382202	03/12/25	NORTHERN SAFETY TECHNOLOGY INC	568.40	R	ACH
382203	03/12/25	NORTHLAND FARM SYSTEMS	80.48	R	ACH
382204	03/12/25	OFFICE OF MNIT SERVICES	221.55	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382205	03/12/25	OWATONNA HEATING & COOLING INC	1,558.00	R	ACH
382206	03/12/25	OWATONNA MOTOR COMPANY	1,045.63	0	Regular
382207	03/12/25	OWATONNA PUB SCHOOLS ISD 761	902.50	R	ACH
382208	03/12/25	OWT HARDWARE	623.81	0	Regular
382209	03/12/25	PLANT & FLANGED EQUIPMENT CO	429.82	0	Regular
382210	03/12/25	POLYDYNE INC	3,956.00	R	ACH
382211	03/12/25	PREMIER CARBIDE SAW & TOOL INC	223.45	0	Regular
382212	03/12/25	PRESENCE TELEHEALTH PLLC	636.00	R	ACH
382213	03/12/25	QUADIENT FINANCE USA INC	.86	0	Regular
382214	03/12/25	R & R PRODUCTS INC	26.50	0	Regular
382215	03/12/25	RECREATION SUPPLY CO INC	4,565.76	R	ACH
382216	03/12/25	REINDERS INC	75,134.76	R	ACH
382217	03/12/25	RENT N SAVE PORTABLE SERVICES	435.00	R	ACH
382218	03/12/25	RICE LAKE CONSTRUCTION GROUP	557,677.59	R	ACH
382219	03/12/25	RICE STEELE 911 CENTER	2,542.75	0	Regular
382220	03/12/25	ROCON INCORPORATED	2,212.00	0	Regular
382221	03/12/25	ROOT RIVER HARDWOODS INC	312.47	0	Regular
382222	03/12/25	RSBS MANAGEMENT INC	840.00	0	Regular
382223	03/12/25	SCHILLING SUPPLY CO	1,865.76	R	ACH
382224	03/12/25	SCOTT F LIMBERG	550.00	R	ACH
382225	03/12/25	SELCO	2,387.45	R	ACH
382226	03/12/25	SENIORPLACE INC	227.00	0	Regular
382227	03/12/25	SHERWIN WILLIAMS COMPANY	475.60	0	Regular
382228	03/12/25	SHI INTERNATIONAL CORP	6,709.76	0	Regular
382229	03/12/25	SHRED RIGHT	85.06	R	ACH
382230	03/12/25	SIGN PRO OF OWATONNA	145.00	R	ACH
382231	03/12/25	SPLIT ROCK MANAGEMENT INC	7,300.00	R	ACH
382232	03/12/25	SRIXON CLEVELAND GOLF XXIO	462.72	0	Regular
382233	03/12/25	STAR TRIBUNE	63.86	R	ACH
382234	03/12/25	STEELE COUNTY TREASURER	12,490.00	0	Regular
382235	03/12/25	STEVE JAMES EXCAVATING INC	40.19	R	ACH
382236	03/12/25	STEWART COMPANIES INC	65.71	0	Regular
382237	03/12/25	STEWART SANITATION	1,218.91	0	Regular
382238	03/12/25	SUMMIT COMPANIES	1,174.00	R	ACH
382239	03/12/25	SUSTAINABLE SAFARI	875.00	0	Regular
382240	03/12/25	SWANK MOTION PICTURES INC	786.00	R	ACH
382241	03/12/25	T-MOBILE	1,305.16	0	Regular
382242	03/12/25	TAYLOR MADE GOLF COMPANY INC	718.63	0	Regular
382243	03/12/25	THE LIFEGUARD STORE INC	1,002.31	R	ACH
382244	03/12/25	THOMPSON SANITATION INC	159.00	R	ACH
382245	03/12/25	TJD REPAIR & SERVICE	134.47	0	Regular
382246	03/12/25	TOR SPERLING	407.87	R	ACH
382247	03/12/25	TRI M GRAPHICS	134.41	R	ACH
382248	03/12/25	TURFWERKS	74,117.01	R	ACH
382249	03/12/25	UNBOUND EVENTS INC	2,500.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382250	03/12/25	UNITED WAY	80.00	0	Regular
382251	03/12/25	US BANK	2,316,952.83	R	Wire Transfer
382252	03/12/25	USABUEBOOK	353.51	R	ACH
382253	03/12/25	UTILITY CONSULTANTS INC	1,710.30	R	ACH
382254	03/12/25	VAN METER INC	186.08	0	Regular
382255	03/12/25	VENTURE HYDRAULICS INC	522.41	R	ACH
382256	03/12/25	VERIZON WIRELESS-VSAT	150.00	0	Regular
382257	03/12/25	VESTIS GROUP INC	350.21	0	Regular
382258	03/12/25	WALBRAN & FURNESS CHARTERED	10,744.40	R	ACH
382259	03/12/25	WEN-COL INC	863.80	0	Regular
382260	03/12/25	WENCL CONSTRUCTION INC	275,323.30	0	Regular
382261	03/12/25	WEST PUBLISHING CORPORATION	610.50	R	ACH
382262	03/12/25	RANDALL'S LICENSE BUREAU	31.75	0	Regular

74	Checks total:	379,755.70
72	ACH total:	1,004,876.71
0	EFTPS total:	
1	Wire transfer total:	2,316,952.83
0	Payment Manager total:	
147	GRAND TOTALS	3,701,585.24



CITY OF
OWATONNA

Resolutions



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 11-25 Approve Plans and Specifications 2025 Street & Utility Project

Purpose:

Request Council approval of Resolution 11-25 to approve the plans and specifications, and authorization to advertise for bids for the 2025 Street & Utility Project.

Background:

The project involves various levels of reconstruction on Linn Drive SW and Oakdale Street SW. The existing street improvements have exceeded their useful life. Council authorized staff to prepare the plans and specifications for this project with Resolution 8-25 following the Public Hearing held on February 18, 2025. The proposed bid opening date is April 9, 2025 with approval of bids by council on April 15, 2025.

Budget Impact:

The 2025 Street & Utility Project will be financed through a combination of City Funds, OPU Funds and Special Assessments. The total project cost is in line with the amount budgeted in the CIP. The total cost to be assessed is estimated at \$234,916.24. 39 property owners will be affected.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 11-25: Authorize Bids 2025 Street & Utility Project

RESOLUTION NO. 11-25

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, the City Engineer has prepared plans and specifications for the 2025 Street & Utility Project, project number 25001 with improvements to: Linn Drive SW and Oakdale Street SW.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part thereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official newspaper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for one day and shall specify the work to be done, shall state that bids will be received on Quest CDN until 10:00 A.M. on Wednesday, April 9, at which time they will be publicly opened by the City Clerk and Engineer in the Charles C. Crandall Center at City Hall, will then be tabulated, and will be considered by the Council during the course of their regular meeting on Tuesday April 15th, 2025, beginning at 7:00 p.m.

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

Aye___; No___; Absent___.

Approved and signed this ___ day of_____.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

MEMORANDUM

DATE: January 27, 2025

TO: Roger Warehime, Owatonna Public Utilities

FROM: Joseph A. Hoffman, Director of Agency and Government Relations & CEO

RE: Steele Energy Station Personal Property Tax Exemption Request

The Southern Minnesota Municipal Power Agency is seeking a personal property tax exemption for a new 49 MW power plant to be built on the west side of Owatonna.

Background on Personal Property Taxes

In the early 1970s, the State of Minnesota ended collection of personal property taxes on nonutility businesses. However, utilities continue to be taxed on personal property.

The personal property tax exemption for natural gas fired generation equipment is common in Minnesota. Since 2000, the legislature has granted more than 20 personal property tax exemptions for generation projects. The exemption does not apply to the entire value of the facility - only the generating equipment - so land, buildings, other electrical equipment are still added to the local tax base.

Owatonna Energy Station

In 2017, with the support of the City of Owatonna and Steele County, the legislature approved a personal property tax exemption for SMMPA's Owatonna Energy Station (OES). For OES, which began commercial operation in 2018, SMMPA now makes an annual property tax payments of approximately \$66,000 to the City of Owatonna, \$51,000 to Steele County, and \$40,000 to the Owatonna Public Schools. While estimates are not yet available, it is reasonable to assume that the proposed Steele Energy Station will provide similar property tax benefits to these three taxing jurisdictions. The personal property tax exemption would place the new Steele Energy Station on a level playing field with other similar natural gas fired plants in Minnesota and help keep SMMPA's wholesale prices competitive with other utilities.

All SMMPA Members Benefit

Our members generally view having a natural gas power plant in their community as a sought-after asset due to the resulting construction benefits, property taxes, job creation, and local electric system reliability. The personal property tax exemption is a way for the host community,

in this case, Owatonna, to share some of these benefits with the other 16 SMMPA member communities.

Our Respectful Request

SMMPA is seeking resolutions from the Owatonna City Council and the Steele County Board in support of a personal property tax exemption for the Steele Energy Station.

RESOLUTION NO: 12-25

SUPPORTING SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY'S
REQUEST FOR LEGISLATION EXEMPTING THE STEELE ENERGY STATION
FROM PERSONAL PROPERTY TAX

WHEREAS, Southern Minnesota Municipal Power Agency (SMMPA) is constructing a combustion turbine generation facility fueled by natural gas with an expected capacity of 49 Megawatts {the "Project"}; and

WHEREAS, the Project is proposed to be constructed on the on the western edge of Owatonna with construction expected to commence in 2026; and

WHEREAS, the Project will provide construction employment during the construction of the new electric generating facility; and

WHEREAS, the Project will provide additional full-time employment opportunities in the City of Owatonna once it is completed; and

WHEREAS, the Project will provide wholesale electricity to benefit the 17 Members of SMMPA including the City of Owatonna, with a facility fully capable of operating in the existing Midwest Independent System Operator (MISO) market; and

WHEREAS, the Project will not only provide enhanced reliability for SMMPA Members, but also will be designed to, in combination with the existing Owatonna Energy Station, furnish backup and emergency power service to the City of Owatonna in the event of transmission emergencies or outages; and

WHEREAS, the Project will provide in lieu of real property tax revenues on the parcel, and the investment by SMMPA will increase the in lieu of real property tax value; and

WHEREAS, the Minnesota Legislature has granted personal property tax exemptions to more than twenty proposed power plants in Minnesota since 2000, and as a result, personal property tax exemptions are critical to be competitive with other existing and proposed plants that have received an exemption in Minnesota.

NOW, THEREFORE, the City of Owatonna, acting by and through its City Council,
RESOLVES:

1. That the construction of a 49 MW combustion turbine electric generation facility using natural gas in the City of Owatonna would provide reliability and

other economic benefits with no material adverse impact on city governmental services; and

2. That the City supports an amendment to the Minnesota property tax statutes exempting the Project's electrical generation equipment from personal property taxes, taxing only its real property value via in lieu of taxes based upon the real property tax rate structure. Such an amendment would result in taxation similar to other previously exempted electric generation projects in Minnesota.

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

Aye ____; No ____; Absent ____

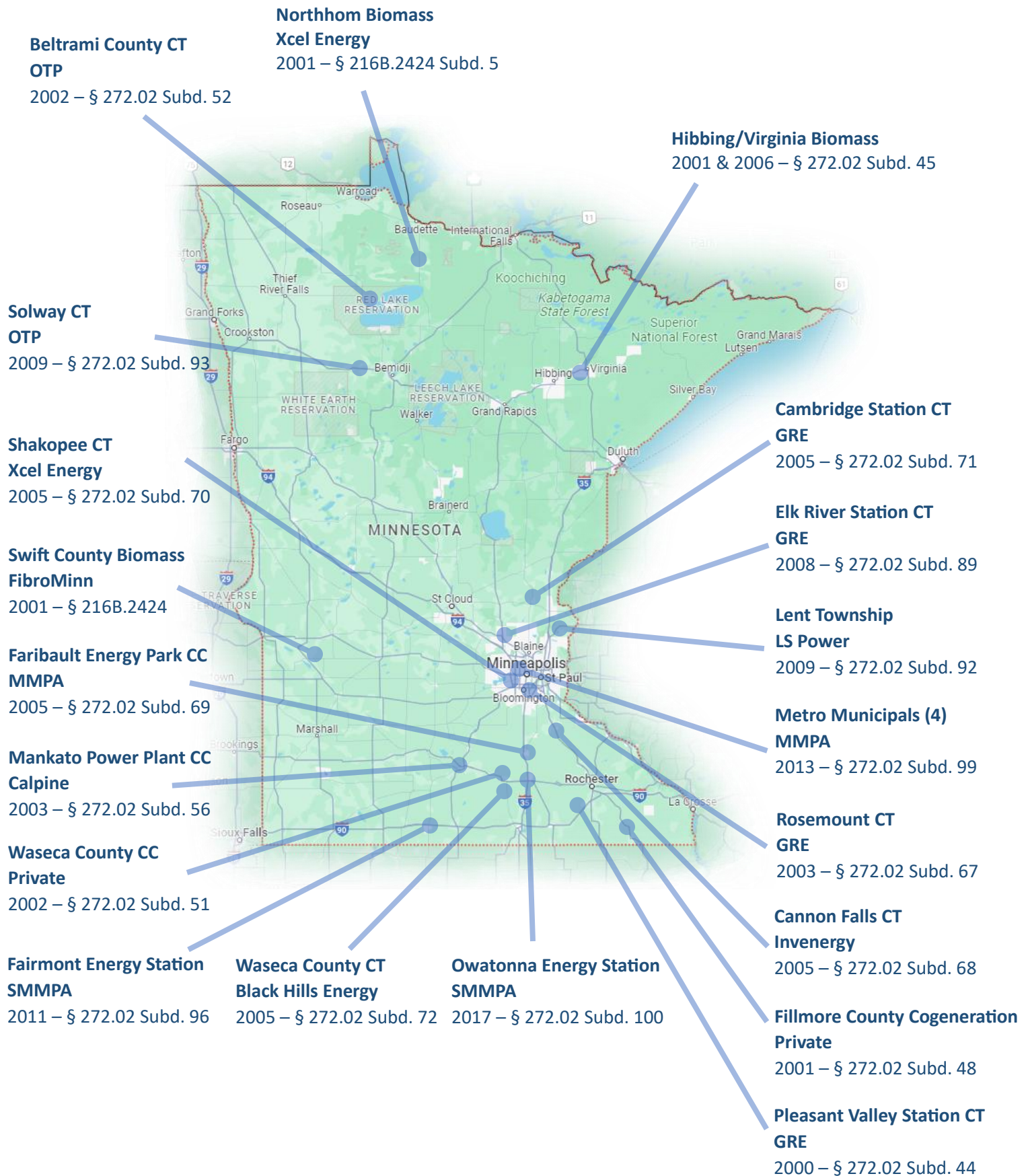
Approved and signed this __ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

Approved Property Tax Exemptions for Attached Machinery and other Personal Property at Newly Constructed Power Plants (2000-2025)





DATE: March 18, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: Resolution 13-25: Minnesota DNR Local Trail Connections Grant

Purpose:

Request approval of Resolution 13-25 authorizing application for Local Trail Connection Grant.

Background:

The City has already been awarded a Transportation Alternatives Program (TAP) grant to fund the 18th Street Trail extension from Austin Road to Bixy Road. The proposed grant amount would cover the local match of the TAP funding. This is common practice for these types of trail construction projects. (The City did this in 2017 with the construction of the North Straight River Parkway.) The City is also committing to maintain the trail for a minimum of 20 years (already resolved by Council for the TAP funding - Resolution 6-22).

Budget Impact:

The current estimate for this project is \$736,073. This is an application for a federal grant to cover 25% of the cost, \$214,693. The city has secured \$521,400 in non-state cash matching funds for this project.

Staff Recommendation:

Staff recommends approval to apply for the Local Trail Connections Grant.

Attachments:

1. Resolution 13-25 Local Trail Connection Program Grant Application - 18th Street Trail Austin to Bixby

RESOLUTION NO. 13-25

A RESOLUTION AUTHORIZING APPLICATION TO THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR A LOCAL TRAIL CONNECTIONS PROGRAM GRANT

WHEREAS, the City of Owatonna supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program in the amount of \$214,693. The application is to construct a 0.75 mile of trail extending the 18th Street Trail from Austin Road to Bixby Road, and

WHEREAS, the City of Owatonna recognizes that it has secured \$521,400 in non-state cash matching funds for the project (more than required).

NOW, THEREFORE, BE IT RESOLVED, if the City of Owatonna is awarded a grant by the Minnesota Department of Natural Resources, the City of Owatonna agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Owatonna will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict-of-Interest Policy contained in the Local Trail Connections Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Owatonna names the fiscal agent for the City of Owatonna for this project as:

Emily Burns, Director of Finance
City of Owatonna
540 West Hills Circle
Owatonna MN 55060

BE IT FURTHER RESOLVED, the City of Owatonna hereby assures that the 18th Street Trail will be maintained for a period of no less than 20 years.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 14-25 Set Public Hearing Date for TIF District 3-18, Sputtering Components

Purpose:

Council to approve Resolution 14-25 to set a Public Hearing for TIF District 3-18.

Background:

Sputting Components is proposing a 12,460 square foot addition to their current facility on Alexander Drive in the industrial park. The addition will consist of 7,000 square feet of office space and 5,460 square feet of manufacturing space. The addition will allow the company to add 5 engineers and 10 additional production workers. The company is requesting tax increment finance to assist with the costs of the addition. The total TIF amount generated for this project is estimated at approximately \$260,000 over a 9-year period. The proposed resolution would set the public hearing date for April 15th.

Budget Impact:

The City has incurred some consulting costs for establishing the TIF district which will be reimbursed to the City over the life of the TIF district.

Staff Recommendation:

Staff recommends approval to set the public hearing for TIF District 3-18 on April 15th.

Attachments:

1. Resolution 14-25 Set Date for Public Hearing - TIF Districe 3-18, Sputtering Components

RESOLUTION NO. 14-25

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED
MODIFICATION OF DEVELOPMENT DISTRICT NO. 3; THE ADOPTION OF A
MODIFIED DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 3;
THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING
DISTRICT (ECONOMIC DEVELOPMENT) NO. 3-18 (SPUTTERING
COMPONENTS) WITHIN DEVELOPMENT DISTRICT NO. 3, AS MODIFIED; THE
PROPOSED ADOPTION OF A TAX INCREMENT FINANCING PLAN RELATING
THERE TO; AND THE PROPOSED APPROVAL OF A BUSINESS SUBSIDY

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

1. Public Hearing. This Council shall meet on April 15, 2025, at approximately 7:00 p.m., to hold a public hearing on the following matters: (a) the proposed modification of Development District No. 3; (b) the proposed adoption of a Modified Development Program for Development District No. 3 (the "Program"); (c) the proposed establishment of Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) within Development District No. 3, as modified; (d) the proposed adoption of a Tax Increment Financing Plan (the "Plan") relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act"); and (e) the proposed approval of a business subsidy, pursuant to Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act").

2. Notice of Hearing; Filing of Program and Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Program, the proposed Plan and the proposed business subsidy on file in the City Administrator's Office at City Hall and to make such copies available for inspection by the public.

3. Consultation with Other Taxing Jurisdictions. The City Administrator is hereby directed to mail a notice of the public hearing and a copy of the proposed Program and the proposed Plan to Steele County and Owatonna Public Schools, Independent School District 761 informing those taxing jurisdictions of the estimated fiscal and economic impact of the establishment of the proposed tax increment financing district.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Exhibit A
CITY OF OWATONNA
COUNTY OF STEELE
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Owatonna, Steele County, Minnesota, will hold a public hearing on April 15, 2025, at 7:00 p.m., at the City Hall, 540 West Hills Circle in the City of Owatonna, Minnesota (the "City"), relating to the proposed modification of Development District No. 3, the proposed adoption of a Modified Development Program for Development District No. 3, the proposed establishment of Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) within Development District No. 3, as modified, and the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133 and Sections 469.174 through 469.1794; and a proposed business subsidy to be granted by the City to Sputtering Components Inc. (the "Developer") for the proposed construction of an approximately 12,460 square-foot expansion to an existing 29,514 square-foot building to provide manufacturing space and substantially related office space to be occupied by the Developer, located in the City (the "Project"), under Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act"). Copies of the Modified Development Program, the proposed Tax Increment Financing Plan and a summary of the subsidy agreement are on file and available for public inspection at the office of the City Administrator at City Hall.

A person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the grantor if the grantor fails to comply with sections 116J.993 to 116J.995, and that no action may be filed against the grantor for the failure to comply unless a written complaint is filed.

The property included in Development District No. 3 is described in the Modified Development Program on file in the office of the City Administrator. The property proposed to be included in Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) is described in the Tax Increment Financing Plan on file in the office of the City Administrator.

A map of Development District No. 3 and Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) is set forth below:

[*INSERT MAP of Development District No. 3 and Tax Increment Financing District No. 3-18*]

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

/s/ Kris Busse
City Administrator



CITY OF
OWATONNA

Miscellaneous



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #18 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #18 for the Wastewater Treatment Facility (WWTF) Expansion Project.

Background:

Rice Lake Construction Group (RLCG), has requested a contract extension for the WWTF Upgrade and Expansion project. Due to sizable delays in receiving the electrical gear for the projects (primarily MCCs), RLCG has incurred delays in the construction schedule. The requested extension is for 210 days, which equates to a revised substantial completion date of October 27, 2025, and a revised final completion date of January 26, 2026.

Justification for the delays are detailed in the attached letter from Jaime Barry of RLCG dated February 7, 2025. RLCG has been transparent about equipment delivery dates throughout the entirety of the project. The electrical equipment delays have been outside RLCG's control and efforts have been made to reduce the impacts by implementing temporary equipment operations when feasible. Electrical and equipment delays have been an industry-wide issue since 2020 and are not unique to this project.

Budget Impact:

There is no budget impact associated directly with Change Order 18; however, all future Change Orders will include a 6% overhead rate to cover non-work-related costs.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Contract Extension Recommendation - Nero Letter
2. Owatonna WWTF Improvements Contract Extension Request - Rice Lake Construction Group
3. WWTF Expansion CO #18 - Rice Lake Construction Group

March 5, 2025

Sean Murphy
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

 **NERO
ENGINEERING**
4124 QUEBEC AVE N
STE 100
MINNEAPOLIS, MN 55427
www.neroeng.com
(612) 240-0524
(605) 690-9073

Re: Owatonna WWTF Upgrade and Expansion
Contract Extension Recommendation

Dear Mr. Murphy:

Rice Lake Construction Group (RLCG) has requested a contract extension for the WWTF Upgrade and Expansion project. Due to sizable delays in receiving the electrical gear for the projects (primarily MCCs), RLCG has incurred delays in the construction schedule and is currently requesting a time extension for the project. The requested extension is for 210 days, which equates to a revised substantial completion date of October 27, 2025, and a revised final completion date of January 26, 2026. Rice Lake has not made a request for additional compensation for this time extension; however, a 6% overhead rate will be applied to all change orders moving forward to cover non-work-related costs such as superintendents, job trailers, portable toilets, company owned trucks, tooling department, construction equipment department, accounts payable, in-house trucking, purchasing department, safety department, and project management.

Justification for the delays are detailed in a letter from Jaime Barry of RLCG dated February 7, 2025. RLCG has been transparent about equipment delivery dates throughout the entirety of the project. It is Nero's opinion that the electrical equipment delays have been outside RLCG's control and efforts have been made to reduce the impacts by implementing temporary equipment operations when feasible. Electrical and equipment delays have been an industry-wide issue since 2020 and are not unique to this project.

Nero Engineering recommends the contract be extended by 210 days as RLCG has requested. Please let me know if you have any questions.

Sincerely,



Jennifer Svenes, PE
Nero Engineering



Contract Extension Notification

February 7, 2025

Nero Engineering
Jennifer Svenes
4124 Quebec Ave N; Ste 100
Minneapolis, MN

RE: WWTF Upgrade and Expansion – Owatonna, Minnesota
Electrical Gear & Component Delays

Dear Nero Engineering (Attn: Jennifer Svenes):

Per Article 4.05 Subsection C of the Standard General Conditions of the Project Contract, Rice Lake Construction Group is requesting a contract time extension for the Substantial Completion Date and the Final Completion Date. The contract extension is for delays in procurement times due to unforeseen extended lead times and shortages of supply of components used to fabricate the MCCs and panel components being supplied by Killmer/IPS. Rice Lake is requesting an extension of 210 Calendar Days to the completion dates. Unfortunately, MCC and other electrical component delays are industry wide, and most treatment plant projects (especially larger orders) have been dealing with extensive delays. Rice Lake's anticipated demobilization date would be 9/5/2025 pending any further delays in equipment or additional changes in contract scope.

The project team consisting of Rice Lake Construction Group, Killmer Electric, AE2S, Nero Engineering and the City of Owatonna Wastewater Division have discussed the below component procurement dates multiple times at the project monthly meetings, phone conversations and group emails. Killmer Electric is the Electrical Subcontractor for Rice Lake Construction Group, IPS is the MCC & Panel Subcontractor & Vendor to Killmer.

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016



The motor control centers that are being delayed are provided to IPS through ABB/Malloy Electric. Typically, ABB/Malloy Electric fabricates their Motor Control Center (MCC) and send them to IPS's facility for final assembly and testing. Once the MCC is complete it undergoes factory testing, once the panel/MCC passes the factory testing is then sent to Killmer for installation onsite. The motor control center is a vital part of an electrical power distribution system and controls the motors essential to the water treatment process and operation of the building. Without the motor control center for the building, Rice Lake and company are not able to commission vital wastewater treatment equipment tied to the substantial operation of the wastewater treatment processes within the building.

The project team has worked around constraints and MCC delays on site to keep the plant operational. As a team we have found a way to temporarily wire the Fine Screen Building and the mixers for the aeration basin. By completing the mentioned temporary wiring, the project team has made a combined effort to minimize the delay in construction. Rice Lake had been told components had a factory lead time of 52 weeks from approved shop drawings. All the MCCs for this project were approved by 3/31/2023. Had the components been on site per factory standard lead times, Rice Lake and company would have met the substantial completion date of 03/31/2025 along with the Final Completion date of 06/30/2025. Temporary wiring is not feasible for the remaining components because of the size and complexity of the processes.

On September 4th and September 12th, Rice Lake Construction Group received two email delivery updates from IPS concerning the delivery status of the remaining Motor Control Centers. The current dates for delivery of the below components which are needed to meet the original contract completion dates of 03/31/2025 Substantial Completion and the 06/30/2025 Final Completion extend well past the original factory standard lead time the contract dates were based on. The current ship dates are shown below in red.

1. RWC MCC1 Site delivery date: October 14th, 2024
2. STB MCC1 Site delivery date: November 25th, 2024
3. DTC MCC1 Site delivery date: March 17th, 2025
4. DTC MCC2 Site delivery date: March 17th, 2025



Below is a snip from EJDC C-700 Standard General Conditions of the Construction Contract Documents detailing the clause Rice Lake is claiming for a contract extension.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

Rice Lake has successfully completed a substantial scope of facility improvements at the Wastewater Plant, which was not included in the original project scope. Although Rice Lake has not formally requested additional contract days for the extra work associated with these improvements, we wish to provide this as relevant background information in consideration of a potential extension to the contract timeline.

Please contact me with any questions.

Sincerely,

RICE LAKE CONSTRUCTION GROUP

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016

Jaime Barry
Project Manager

CHANGE ORDER NO. 18

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Change Order: 3/18/2025

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

Description:

Contract Extension

Attachments:

Letter from Rice Lake Construction Group date February 7, 2025. Recommendation Letter from Nero Engineering dated March 5, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 17: \$ 1,671,649.04	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 17: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: \$ 57,392,249.04	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ 0	[Increase] [Decrease] this Change Order: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price incorporating this Change Order: \$ 57,392,249.04	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 3/5/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EJCDC® C-941, Change Order.

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DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #19 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #19 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order 19 consists of 22 WCDs and are as follows:

- 115 - Secondary Digester Manway Repair
- 116 - DTC Generator Room Changes
- 117 - Unit Heater Relocation (RFI 187)
- 118 - Admin Building Plumbing Changes
- 119 - FO 39 - Admin Building HVAC Changes
- 120 - Admin Building Existing Floor Repair per RFI 206
- 121 - Fabricated Metal Support for Admin GVH-2
- 122 - STB Additional Bends for TSS Sensor
- 123 - Fire Alarm Device Replacement in Admin Garage
- 124 - Add Deco Quartz Flooring to Admin Stairs and Landing
- 125 - Add Coatings to Admin Corridor 188
- 126 - Watermain Replacement for MBR Drain Install
- 127 - Admin Light Gauge Framing Changes
- 128 - Add Railing to Roof of Primary Digester
- 129 - Add 8" Blind Flanges in DPS
- 130 - Add Column and Walkway Removal in Final Clarifiers
- 131 - Secondary Digester Corbel Demolition
- 132 - Admin Window Blinds
- 133 - Exterior Door Sweeps
- 134 - Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet
- 135 - Remove and Replace 6" Expansion Joints in RWC
- 136 - STB Field Modifications

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The total budget impact of Change Order 19 is an increase of \$192,478.87 for a revised total contract cost of \$57,584,727.91 (3.35% increase from original contract). Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #19 - Rice Lake Construction Group
2. WWTF Expansion Change Order Log
3. WWTF Expansion Work Change Directive Log

CHANGE ORDER NO. 19

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Change Order: 3/18/2025

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

Description:

Work Change Directives Nos. 115-136.

Attachments:

WCD Log – 3-11-2025. Change Order Log – 3-11-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 18: \$ 1,671,649.04	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 18: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: \$ 57,392,249.04	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] [Decrease] this Change Order: \$ \$192,478.87	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 57,584,727.91	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 3/11/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Original Contract Cost

\$55,720,600.00

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove BFVs at	-\$12,511.72			
	4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Comments	\$53,409.75			
	5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$3,329.18			
	7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98			
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
3		6/22/2023	Wage Rate Update	\$0.00	Yes	\$0.00	\$55,883,200.86
4	1	6/23/2023	Contaminated Soil Removal	\$193,738.62	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Additional Granular Fill	\$72,219.17			
5	32	6/23/2023	Vaughan Price Escalation	\$3,535.00	Yes	\$3,535.00	\$56,152,693.65
6	18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RWC	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$3,659.69			
	35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	Yes	\$25,919.20	\$56,409,973.75

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	Yes	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			
10	61	12/8/2023	Casework Material Change	\$24,162.43	Yes	\$191,149.45	\$56,686,268.09
	62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$6,907.35			
	63	11/20/2023	OPU Water Hydrant	\$4,757.48			
	64	12/8/2023	MBR Lab Vacuum Pump	\$2,651.59			
	66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$7,028.25			
	67	12/26/2023	STB Roof Insulation Depth Change	\$56,756.00			
	68	1/2/2024	Door Changes	\$83,704.09			
	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25			
11	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53	Yes	\$223,024.85	\$56,909,292.94
	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32			
12	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90	Yes	\$117,963.80	\$57,027,256.74
	75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$20,200.43			
	76	4/11/2024	Add influent and effluent pH sensors	\$21,046.32			
	77	4/26/2024	Revise PB blower piping per RFI 172	-\$10,862.10			
	80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$1,894.14			
	82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$10,989.02			
	83	6/4/2024	Mud Valve Replacement	\$41,097.92			
	84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$23,784.28			
	85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$38,748.03			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
13	87	6/28/2024	Admin Building Materials Price Escalation	\$9,276.28	Yes	\$9,276.28	\$57,036,533.02
14	88	6/28/2024	MBR Grating Modifications	\$11,361.04	Yes	\$47,854.80	\$57,084,387.82
	89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$6,592.85			
	91	7/18/2024	PB Generator Feed Reroute	-\$2,889.75			
	92	8/1/2024	Secondary Digester Interior Coatings	\$32,790.66			
15	93	8/2/2024	DIP Spools - Price Escalation	\$22,008.91	Yes	\$22,008.91	\$57,106,396.73
16	94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$15,405.13	Yes	\$202,203.73	\$57,308,600.46
	95	8/14/2024	Fiber Loop Revision	\$7,836.45			
	96	8/14/2024	Fire Alarm Submittal Comments	\$16,958.78			
	97	8/20/2024	Additional Exterior Doors	\$40,019.36			
	98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$9,350.58			
	99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$3,499.65			
	100	8/29/2024	Additional Sidewalks	\$39,040.92			
	102	8/30/2024	FSB and MLS Waste Drains	\$18,205.45			
	103	9/13/2024	Hydronic Pump Control Changes	\$14,252.46			
	104	9/17/2024	Additional Interior Admin Doors	\$28,263.76			
	105	9/25/2024	MLS Fiberglass Door	\$9,371.20			
17	106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$8,169.58	Yes	\$83,648.58	\$57,392,249.04
	107	10/28/2024	Add Dryer Vent per RFI 190	\$1,852.24			
	108	11/7/2024	Scanning and Select Demolition	\$3,870.07			
	109	10/28/2024	Change Admin Curtain Wall System	\$13,189.44			
	110	10/28/2024	STB Plumbing Modifications	\$18,931.28			
	111	11/11/2024	DTC Transformer Relocation	\$11,327.32			
	112	10/30/2024	Admin Building Electrical Changes	\$16,561.61			
	113	11/18/2024	Air Content Deviation	-\$437.62			
18	114	11/21/2024	EWR - NPW Check Valve	\$10,184.66	No	\$0.00	\$57,392,249.04
		3/5/2025	Completion Date Extension	\$0.00			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
19	115	12/5/2024	Secondary Digester Manway Repair	\$3,485.57	No	\$192,478.87	\$57,584,727.91
	116	1/14/2025	DTC Generator Room Changes	\$21,685.49			
	117	12/5/2024	Unit Heater Relocation (RFI 187)	\$2,308.55			
	118	12/5/2024	Admin Building Plumbing Changes	\$8,921.64			
	119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$11,889.82			
	120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$3,209.99			
	121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$4,425.69			
	122	12/30/2024	STB Additional Bends for TSS Sensor	\$2,762.82			
	123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$13,527.16			
	124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$4,091.83			
	125	1/6/2025	Add Coatings to Admin Corridor 188	\$2,720.39			
	126	1/13/2025	Watermain Replacement for MBR Drain Install	\$29,953.88			
	127	1/13/2025	Admin Light Gauge Framing Changes	\$5,552.94			
	128	1/13/2025	Add Railing to Roof of Primary Digester	\$7,672.08			
	129	2/10/2025	Add 8" Blind Flanges in DPS	\$1,098.09			
	130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$28,048.11			
	131	2/10/2025	Secondary Digester Corbel Demolition	\$5,827.01			
	132	3/6/2025	Admin Window Blinds	\$3,345.68			
	133	3/6/2025	Exterior Door Sweeps	\$4,316.93			
	134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet	\$708.20			
	135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$18,709.03			
	136	3/6/2025	STB Field Modifications	\$8,217.97			

Owatonna WWTF Upgrade and Expansion
Work Change Directive Log

Original Contract Cost
\$55,720,600.00

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
1	6/23/2023	Contaminated Soil Removal					\$193,738.62	mostly	Yes	Yes	No	Yes
2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$0.00	\$0.00	\$0.00	\$548.00	\$581.15	no	yes	yes	No	yes
3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove B	\$1,900.00	-\$11,985.98	\$0.00	\$0.00	-\$12,511.72	no	yes	yes	No	yes
4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Commer	\$14,841.85	\$22,303.75	\$4,080.00	\$2,272.00	\$53,409.75	partially	yes	yes	No	yes
5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$0.00	\$1,887.00	\$0.00	\$940.00	\$3,329.18	no	yes	yes	No	yes
6	6/23/2023	Additional Granular Fill	\$0.00	\$42,388.50	\$0.00	\$0.00	\$72,219.17	mostly	yes	yes	No	yes
7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	\$0.00	-\$8,975.00	\$0.00	\$0.00	-\$11,092.99	no	yes	yes	No	yes
8	9/30/2022	MBR Tank Drain Valves	\$2,280.00	\$11,400.00	\$0.00	\$0.00	\$16,853.62	no	yes	yes	No	yes
9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$760.00	\$6,052.63	\$150.00	\$978.40	\$9,613.92	no	yes	yes	No	yes
10	9/30/2022	Grating Width Changes and Perm Wall Pipe	\$760.00	-\$6,363.70	\$0.00	\$0.00	-\$6,944.33	no	yes	yes	No	yes
11	10/16/2022	Change White Maple Wooden Doors to Oak Finish	\$0.00	\$2,095.00	\$0.00	\$0.00	\$2,594.84	no	no	no	No	no
12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$20,520.00	\$1,650.00	\$5,600.00	\$39,760.00	\$75,579.50	no	no	yes	No	yes
13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$0.00	\$11,114.66	\$0.00	\$0.00	\$13,737.58	no	yes	yes	No	yes
14	10/16/2022	Additional Window in Admin Building	\$6,196.80	\$5,516.44	\$84.00	\$7,012.00	\$21,862.56	no	no	yes	No	yes
15	5/31/2022	Suez Price Escalation - Documented under Cost Escalation					\$252,500.00	no	NA	NA	Yes	Yes
16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$22,800.00	\$1,669.00	\$20,000.00	-\$11,660.00	-\$17,903.83	no	yes	yes	No	yes
17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$190.00	\$0.00	\$3,400.00	\$0.00	\$3,835.98	no	yes	yes	No	yes
18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$15,808.00	\$22,225.06	-\$139.75	\$13,400.00	\$60,677.57	no	yes	yes	No	yes
19	12/22/2022	RFI No. 45 - Hardware Material Change	\$0.00	\$0.00	\$0.00	-\$237,870.81	-\$240,249.52	partially	yes	yes	No	yes
20	12/23/2022	RFI No. 87 - Concrete Sealer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	no	no	no	No	no
21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening	\$1,615.00	\$950.00	\$86.50	\$590.00	\$3,786.97	no	yes	yes	No	yes
22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	\$0.00	\$0.00	\$0.00	-\$11,733.00	-\$12,442.85	no	yes	yes	No	yes
23	7/31/2023	AB Blower Piping Change	\$21,330.00	\$21,959.14	\$0.00	-\$1,656.00	\$22,330.34	Yes	Yes	Yes	No	Yes
24	2/17/2023	Add MBR Blower Inlet Dampers	\$0.00	\$1,926.00	\$0.00	\$0.00	\$2,042.52	no	yes	yes	No	yes
25	2/22/2023	Storm Water Basin						ON HOLD			No	yes
26	3/7/2023	AB Blower Piping Expansion Joints	\$7,695.00	\$18,797.08	\$1,450.00	\$0.00	\$34,243.47	no	yes	yes	No	yes
27	4/3/2023	MLS Bonnetless Knife Gate Valves	\$0.00	-\$40,000.00	\$0.00	\$0.00	-\$49,439.50	no	yes	yes	No	yes
28		Painting and MLS Outside Project									No	
29	4/12/2023	FSB Roof Drain Piping	\$4,320.00	\$1,528.89	\$0.00	\$0.00	\$7,125.53	no	yes	yes	No	yes
30		Rotary Drum Thickening Equipment	\$0.00	\$3,800.00	\$0.00	\$0.00	\$4,696.75	CANCELLED			No	
31		Circular Clarifier Center Column Change	\$0.00	\$5,820.00	\$0.00	\$0.00	\$7,192.45	CANCELLED			No	
32	6/2/2023	Sludge Mixing System Price Inflation - Covered under Price E	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,535.00	no	NA	NA	Yes	yes
33	6/23/2023	RFI #117 - Weirs and Anchors	\$4,320.00	\$6,305.00	\$350.00	\$0.00	\$13,435.27	no	yes	yes	No	yes
34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$1,440.00	\$1,548.89	\$0.00	\$0.00	\$3,659.69	no	yes	yes	No	yes
35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$4,950.00	\$5,001.00	\$0.00	\$20,468.44	\$33,902.50	no	yes	yes	No	yes
36	6/23/2023	MBR Influent Channel additional grout	\$2,160.00	\$10,850.89	\$0.00	\$0.00	\$16,029.48	yes	yes	yes	No	yes
37	6/23/2023	FSB Flexible Chutes	\$0.00	\$2,972.64	\$0.00	\$0.00	\$3,223.79	no	yes	yes	No	yes
38	6/29/2023	Hydronic System RFI #128 and #135	\$2,070.00	\$6,697.20	\$0.00	\$0.00	\$10,786.50	yes	yes	yes	No	Yes
39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$11,070.00	\$9,926.68	\$200.00	\$20,358.28	\$47,508.35	Partially	Yes	Yes	No	Yes
40	8/15/2023	Hydronic System Water Treatment	\$0.00	-\$2,684.06	\$0.00	\$0.00	-\$3,317.46	yes	yes	yes	No	Yes
41	9/13/2023	Painting System Changes	\$10,800.00	\$8,763.75	\$1,250.00	\$107,851.00	\$115,116.46	no	no	yes	No	yes
42	9/13/2023	FSB Chutes	\$360.00	\$931.10	\$50.00	\$0.00	\$1,645.22	yes	yes	yes	No	Yes
43	9/13/2023	RFI #154 - Fan Starters	\$0.00	\$0.00	\$0.00	\$5,101.80	\$5,410.46	yes	yes	yes	No	Yes
44	9/13/2023	Removal of Select Granular Fills	-\$2,700.00	-\$33,282.19	-\$850.00	\$0.00	-\$42,916.93	yes	yes	yes	No	Yes
45	9/20/2023	MBR RAS Pump Discharge Reducers	\$4,320.00	\$29,739.60	\$600.00	\$0.00	\$42,690.51	yes	yes	yes	No	Yes
46	9/20/2023	Re-paint of RWC pump gallery and tunnel	\$0.00	\$0.00	\$0.00	\$66,250.00	\$70,258.13	On Hold	no	yes	No	no
47	9/20/2023	Full Word Pipe ID Stencils	\$0.00	\$0.00	\$0.00	\$7,110.00	\$7,540.16	no	no	yes	No	no
48	9/20/2023	DIP Spools - Logged under Price Escalation	\$0.00	\$23,899.95	\$0.00	\$0.00	\$25,919.20	Ordered	NA	NA	Yes	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$3,224.75	-\$2,522.92	\$0.00	-\$425.88	-\$7,478.34	No	Yes	Yes	No	Yes
50	9/21/2023	Field Order # 20 - Admin Water Softener	\$3,780.00	\$2,934.39	\$0.00	\$2,685.92	\$11,056.65	No	Yes	Yes	No	Yes
51	9/29/2023	Process Building Water Softener	\$3,240.00	\$2,370.29	\$0.00	\$2,381.63	\$9,382.37	No	NO	NO	No	NO
52	9/29/2023	Remove Handrail at AB basin	-\$12,780.00	-\$66,000.00	-\$1,250.00	\$0.00	-\$93,600.24	No	Yes	Yes	No	Yes
53	10/6/2023	Field Order 21 - AB Structural Changes	\$6,660.00	\$5,627.28	\$1,650.00	\$369.50	\$17,335.49	No	Yes	Yes	No	Yes
54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$7,650.00	\$6,150.00	\$450.00	\$3,280.00	\$20,874.24	No	Yes	Yes	No	Yes
55	9/29/2023	FSB FRP Door Color Change	\$0.00	\$0.00	\$0.00	\$1,820.00	\$1,930.11	No	No	Yes	No	No
56	10/13/2023	Asbestos Removal	\$0.00	\$0.00	\$0.00	\$14,670.00	\$15,557.54	No	Yes	Yes	No	Yes
57	10/27/2023	Clean Aeration Basins	\$5,400.00	\$3,764.80	\$1,600.00	\$16,380.00	\$29,931.27	Partially	Yes	Yes	No	Yes
60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$1,620.00	\$3,592.20	\$0.00	\$875.00	\$7,331.29	Yes	Yes	Yes	No	Yes
61	12/8/2023	Casework Material Change	\$0.00	\$0.00	\$0.00	\$22,784.00	\$24,162.43	No	No	Yes	No	Yes
62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$0.00	\$0.00	\$0.00	\$6,513.30	\$6,907.35	Partially	Yes	Yes	No	Yes
63	11/20/2023	OPU Water Hydrant	\$0.00	\$0.00	\$0.00	\$4,710.38	\$4,757.48	Yes	Yes	Yes	No	Yes
64	12/8/2023	MBR Lab Vacuum Pump	\$0.00	\$0.00	\$0.00	\$2,500.32	\$2,651.59	No	Yes	Yes	No	Yes
65	4/2/2024	Field Order 16 - Site Changes	\$73,090.90	\$58,439.57	\$19,867.75	\$34,068.03	\$219,304.53	Partially	Yes	Yes	No	Yes
66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$3,457.74	\$1,961.15	\$356.02	\$0.00	\$7,028.25	Yes	Yes	Yes	No	Yes
67	12/26/2023	STB Roof Insulation Depth Change	\$0.00	\$0.00	\$0.00	\$53,518.15	\$56,756.00	Yes	Yes	Yes	No	Yes
68	1/2/2024	Door Changes					\$83,704.09	Yes	Yes	Yes	No	Yes
69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$0.00	\$0.00	\$0.00	\$4,886.61	\$5,182.25	Partially	Yes	Yes	No	Yes
70	2/13/2024	Bead Blast Floors of Aeration Basins 1 & 2					\$36,776.76	Cancelled	No	Yes	No	No
71	2/16/2024	Recoat Walls above Water Level of ABs 1&2					\$44,145.38	Cancelled	No	Yes	No	No
72	2/16/2024	Peak Flow Overflow Box	\$1,800.00	\$1,010.00	\$250.00	\$0.00	\$3,720.32	No	Yes	Yes	No	Yes
73	2/19/2024	FWR Temp Booster Pump for FSB					\$7,114.07	Cancelled	No	No	No	No
74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$3,060.00	\$3,259.13	\$50.00	\$7,034.29	\$15,254.90	No	Yes	Yes	No	Yes
75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$4,500.00	-\$3,764.80	-\$1,600.00	-\$8,190.00	-\$20,200.43	Yes	Yes	Yes	No	Yes
76	4/11/2024	Add influent and effluent pH sensors	\$0.00	\$0.00	\$0.00	\$19,845.65	\$21,046.32	No	Yes	Yes	No	Yes
77	4/26/2024	Revise PB blower piping per RFI 172	-\$2,160.00	-\$5,588.40	-\$480.00	-\$735.00	-\$10,862.10	No	Yes	Yes	No	Yes
78	4/26/2024	Flow meter cables - Veolia					\$22,865.77	Cancelled	NA	NA	No	No
79	4/26/2024	Additional couplings for permeate piping					\$20,926.32	Cancelled	NA	NA	No	No
80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$720.00	-\$802.97	-\$25.00	\$0.00	-\$1,894.14	NA	NA	NA	No	Yes
81	5/15/2024	Biogas Odorizer Shed					\$36,490.56	On Hold	NA	NA	No	No
82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$3,780.00	\$1,592.58	\$0.00	\$4,186.00	\$10,989.02	No	Yes	Yes	No	Yes
83	6/4/2024	Mud Valve Replacement	\$18,900.00	\$13,590.20	\$1,200.00	\$0.00	\$41,097.92	No	No	Yes	No	Yes
84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$1,845.00	\$12,594.70	\$480.00	\$5,250.00	\$23,784.28	No	Yes	Yes	No	Yes
85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$23,580.00	\$861.00	\$5,005.00	\$3,103.80	\$38,748.03	No	Yes	Yes	No	Yes
86	6/25/2024	Additional storm manhole						Cancelled				
87	6/28/2024	Admin Building Materials Price Escalation	\$0.00	\$0.00	\$0.00	\$9,184.44	\$9,276.28	No	Yes	Yes	Yes	Yes
88	6/28/2024	MBR Grating Modifications	\$7,200.00	\$1,896.67	\$250.00	\$0.00	\$11,361.04	Yes	Yes	Yes	No	Yes
89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$2,340.00	\$460.00	\$0.00	\$3,014.48	\$6,592.85	No	Yes	Yes	No	Yes
90	7/16/2024	MBR Bathroom Deco Flake Coating						Cancelled				
91	7/18/2024	PB Generator Feed Reroute	\$0.00	\$0.00	\$0.00	-\$2,724.89	-\$2,889.75	No	NA	NA	No	Yes
92	8/1/2024	Secondary Digester Interior Coatings	\$360.00	\$0.00	\$2,400.00	\$27,880.00	\$32,790.66	No	Yes	Yes	No	Yes
93	8/2/2024	DIP Spools - Price Escalation	\$0.00	\$20,294.30	\$0.00	\$0.00	\$22,008.91	Ordered	Yes	Yes	Yes	Yes
94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$3,780.00	\$3,202.54	\$250.00	\$6,200.00	\$15,405.13	Yes	Yes	Yes	No	Yes
95	8/14/2024	Fiber Loop Revision	\$0.00	\$0.00	\$0.00	\$7,389.39	\$7,836.45	Yes	Yes	Yes	No	Yes
96	8/14/2024	Fire Alarm Submittal Comments	\$0.00	\$0.00	\$0.00	\$15,991.30	\$16,958.78	Yes	Yes	Yes	No	Yes
97	8/20/2024	Additional Exterior Doors	\$9,180.00	\$18,431.57	\$1,400.00	\$4,230.00	\$40,019.36	Yes	No	Yes	No	Yes
98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$5,760.00	\$0.00	\$2,040.00	\$0.00	\$9,350.58	Yes	Yes	Yes	No	Yes
99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$0.00	\$0.00	\$0.00	\$3,300.00	\$3,499.65	Yes	Yes	Yes	No	Yes
100	8/29/2024	Additional Sidewalks	\$20,340.00	\$9,604.80	\$1,300.00	\$950.00	\$39,040.92	Yes	No	Yes	No	Yes
101	8/30/2024	MBR Lab Plumbing Changes	\$3,510.00	\$290.31	\$0.00	\$0.00	\$4,612.94	Outside Project				
102	8/30/2024	FSB and MLS Waste Drains	\$10,440.00	\$2,983.60	\$1,710.00	\$0.00	\$18,205.45	Yes	Yes	Yes	No	Yes
103	9/13/2024	Hydronic Pump Control Changes	\$1,800.00	\$523.00	\$0.00	\$10,895.14	\$14,252.46	Yes	Yes	Yes	No	Yes
104	9/17/2024	Additional Interior Admin Doors	\$6,840.00	\$14,155.58	\$0.00	\$3,240.00	\$28,263.76	Yes	No	Yes	No	Yes
105	9/25/2024	MLS Fiberglass Door	\$1,980.00	\$5,727.10	\$275.00	\$0.00	\$9,371.20	Yes	No	Yes	No	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$3,060.00	\$3,415.60	\$425.00	\$0.00	\$8,169.58	Yes	Yes	Yes	No	Yes
107	10/28/2024	Add Dryer Vent per RFI 190	\$270.00	\$0.00	\$0.00	\$1,438.00	\$1,852.24	Yes	Yes	Yes	No	Yes
108	11/7/2024	Scanning and Select Demolition	-\$2,160.00	\$0.00	\$0.00	\$6,015.00	\$3,870.07	Yes	Yes	Yes	No	Yes
109	10/28/2024	Change Admin Curtain Wall System	\$0.00	\$0.00	\$0.00	\$0.00	\$13,189.44	Yes	Yes	Yes	No	Yes
110	10/28/2024	STB Plumbing Modifications	\$7,650.00	\$3,342.32	\$727.50	\$4,651.00	\$18,931.28	Yes	Yes	Yes	No	Yes
111	11/11/2024	DTC Transformer Relocation	\$4,410.00	\$1,125.00	\$557.50	\$3,792.55	\$11,327.32	No	Yes	Yes	No	Yes
112	10/30/2024	Admin Building Electrical Changes	\$0.00	\$0.00	\$0.00	\$15,616.79	\$16,561.61	Yes	Yes	Yes	No	Yes
113	11/18/2024	Air Content Deviation	\$0.00	-\$375.00	\$0.00	\$0.00	-\$437.62	Yes	Yes	Yes	No	Yes
114	11/21/2024	EWB - NPW Check Valve	\$4,320.00	\$4,104.35	\$0.00	\$150.00	\$10,184.66	Yes	Yes	Yes	No	Yes
115	12/5/2024	Secondary Digester Manway Repair	\$2,520.00	\$125.00	\$0.00	\$75.00	\$3,485.57	Yes	Yes	Yes	No	No
		Repair manway and add hinges	\$2,520.00	\$125.00		\$75.00	\$2,720.00					
		Misc and Mat'l/Labor (5%)					\$126.00					
		Sales Tax (7.325%)					\$9.21					
		RL Mark Up on Subs (5%)					\$3.75					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$396.75					
		Bond Costs (1%)					\$32.56					
		RLCG Overhead (6%)					\$197.30					
116	1/14/2025	DTC Generator Room Changes	\$9,180.00	\$1,710.76	\$900.00	\$5,819.92	\$21,685.49	Partially	Yes	Yes	No	No
		DTC Generator Masonry Wall Removed from Project	-\$1,260.00	-\$150.00	-\$75.00		-\$1,485.00					
		DTC Generator Shop Door Removal	-\$1,170.00	-\$200.00	-\$125.00		-\$1,495.00					
		DTC Generator Room Piping Removal	\$7,200.00	\$770.16	\$950.00		\$8,920.16					
		DTC Generator Room Generation Pad	\$4,410.00	\$1,290.60	\$150.00		\$5,850.60					
		DTC Roof Patch				\$5,819.92	\$5,819.92					
		Misc and Mat'l/Labor (5%)					\$459.00					
		Sales Tax (7.325%)					\$126.17					
		RL Mark Up on Subs (5%)					\$291.00					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$1,768.61					
		Bond Costs (1%)					\$202.55					
		RLCG Overhead (6%)					\$1,227.48					
117	12/5/2024	Unit Heater Relocation (RFI 187)	\$1,440.00	\$350.00	\$0.00	\$0.00	\$2,308.55	Yes	Yes	Yes	No	No
		Unit heater relocation in RWC	\$1,440.00	\$350.00			\$1,790.00					
		Misc and Mat'l/Labor (5%)					\$72.00					
		Sales Tax (7.325%)					\$25.81					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$268.50					
		Bond Costs (1%)					\$21.57					
		RLCG Overhead (6%)					\$130.67					
118	12/5/2024	Admin Building Plumbing Changes	\$5,400.00	\$1,350.00	\$175.00	\$0.00	\$8,921.64	Partially	Yes	Yes	No	No
		Replace piping shown as existing to remain	\$3,600.00	\$950.00	\$150.00		\$4,700.00					
		Add valves in mechanical room	\$720.00	\$250.00	\$25.00		\$995.00					
		Fix leaking existing pipe shown to remain	\$1,080.00	\$150.00			\$1,230.00					
		Misc and Mat'l/Labor (5%)					\$270.00					
		Sales Tax (7.325%)					\$99.56					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$1,038.75					
		Bond Costs (1%)					\$83.33					
		RLCG Overhead (6%)					\$505.00					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$3,690.00	\$300.00	\$150.00	\$5,845.84	\$11,889.82	Partially	Yes	Yes	No	No
		Modify existing equipment pad	\$2,160.00	\$150.00	\$75.00		\$2,385.00					
		Extend Hydronic Piping	\$1,530.00	\$150.00	\$75.00		\$1,755.00					
		HVAC Modifications				\$5,186.00	\$5,186.00					
		Access Hatch and Drywall Changes				\$659.84	\$659.84					
		Misc and Mat'l/Labor (5%)					\$184.50					
		Sales Tax (7.325%)					\$22.13					
		RL Mark Up on Subs (5%)					\$292.29					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$621.00					
		Bond Costs (1%)					\$111.06					
		RLCG Overhead (6%)					\$673.00					
120	12/5/2024	Admin Building Existing Floor Repair per RFI 20€	\$1,440.00	\$243.78	\$845.21	\$0.00	\$3,209.99	Yes	Yes	Yes	No	No
		Grind Floor	\$1,152.00		\$730.21		\$1,882.21					
		Patch Floor	\$288.00	\$243.78	\$115.00		\$646.78					
		Misc and Mat'l/Labor (5%)					\$72.00					
		Sales Tax (7.325%)					\$17.98					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$379.34					
		Bond Costs (1%)					\$29.98					
		RLCG Overhead (6%)					\$181.70					
121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$2,160.00	\$1,025.00	\$250.00	\$0.00	\$4,425.69	Yes	Yes	Yes	No	No
		Install Fabricated Metal Support	\$2,160.00	\$1,025.00	\$250.00		\$3,435.00					
		Misc and Mat'l/Labor (5%)					\$108.00					
		Sales Tax (7.325%)					\$75.59					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$515.25					
		Bond Costs (1%)					\$41.34					
		RLCG Overhead (6%)					\$250.51					
122	12/30/2024	STB Additional Bends for TSS Sensor	\$810.00	\$1,173.55	\$150.00	\$0.00	\$2,762.82	Yes	Yes	Yes	No	No
		Install two 6" Flanged 90 bends for flooded TSS Sensor	\$810.00	\$1,173.55	\$150.00		\$2,133.55					
		Misc and Mat'l/Labor (5%)					\$40.50					
		Sales Tax (7.325%)					\$86.55					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$320.03					
		Bond Costs (1%)					\$25.81					
		RLCG Overhead (6%)					\$156.38					
123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$0.00	\$0.00	\$0.00	\$12,033.45	\$13,527.16	No	Yes	Yes	No	No
		Replace Fire Alarm Devices in Admin Garage				\$12,033.45	\$12,033.45					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$601.67					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$126.35					
		RLCG Overhead (6%)					\$765.69					
124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$0.00	\$0.00	\$0.00	\$3,640.00	\$4,091.83	Yes	No	Yes	No	No
		Add Deco Quartz flooring to stair and landing in Admin				\$3,640.00	\$3,640.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$182.00					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$38.22					
		RLCG Overhead (6%)					\$231.61					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
125	1/6/2025	Add Coatings to Admin Corridor 188	\$0.00	\$0.00	\$0.00	\$2,420.00	\$2,720.39	Partially	No	Yes	No	No
		Add Deco Quartz flooring and wall coating to Admin 188				\$2,420.00	\$2,420.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$121.00					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$25.41					
		RLCG Overhead (6%)					\$153.98					
126	1/13/2025	Watermain Replacement for MBR Drain Install	\$8,280.00	\$9,387.20	\$5,700.00	\$0.00	\$29,953.88	Yes	Yes	Yes	No	No
		Watermain Isolation Valve	\$4,320.00	\$2,624.69	\$2,700.00		\$9,644.69					
		Watermain Piping Removal	\$360.00				\$360.00					
		Watermain Piping Installation	\$3,600.00	\$2,523.78	\$3,000.00		\$9,123.78					
		Watermain Valve and Pipe Bedding		\$4,238.73			\$4,238.73					
		Misc and Mat'l/Labor (5%)					\$414.00					
		Sales Tax (7.325%)					\$692.31					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$3,505.08					
		Bond Costs (1%)					\$279.79					
		RLCG Overhead (6%)					\$1,695.50					
127	1/13/2025	Admin Light Gauge Framing Changes	\$0.00	\$0.00	\$0.00	\$4,939.77	\$5,552.94	Yes	Yes	Yes	No	No
		Admin Building Light Gauge Framing Changes				\$4,939.77	\$4,939.77					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$246.98					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$51.87					
		RLCG Overhead (6%)					\$314.32					
128	1/13/2025	Add Railing to Roof of Primary Digester	\$1,080.00	\$4,280.00	\$550.00	\$0.00	\$7,672.08	No	No	Yes	No	No
		Add railing	\$1,080.00	\$4,280.00	\$550.00		\$5,910.00					
		Misc and Mat'l/Labor (5%)					\$54.00					
		Sales Tax (7.325%)					\$315.65					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$886.50					
		Bond Costs (1%)					\$71.66					
		RLCG Overhead (6%)					\$434.27					
129	2/10/2025	Add 8" Blind Flanges in DPS	\$270.00	\$502.90	\$75.00	\$0.00	\$1,098.09	Yes	Yes	Yes	No	No
		Furnish and install two 8" blind flanges	\$270.00	\$502.90	\$75.00		\$847.90					
		Misc and Mat'l/Labor (5%)					\$13.50					
		Sales Tax (7.325%)					\$37.09					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$127.19					
		Bond Costs (1%)					\$10.26					
		RLCG Overhead (6%)					\$62.15					
130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$17,280.00	\$0.00	\$4,750.00	\$0.00	\$28,048.11	Partially	Yes	Yes	No	No
		Added Demo in Final Clarifiers	\$17,280.00		\$4,750.00		\$22,030.00					
		Misc and Mat'l/Labor (5%)					\$864.00					
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$3,304.50					
		Bond Costs (1%)					\$261.99					
		RLCG Overhead (6%)					\$1,587.62					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
131	2/10/2025	Secondary Digester Corbel Demolition	\$4,320.00	\$0.00	\$225.00	\$0.00	\$5,827.01	Yes	Yes	Yes	No	No
		Corbel demolition	\$4,320.00		\$225.00		\$4,545.00					
		Misc and Mat'l/Labor (5%)					\$216.00					
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$681.75					
		Bond Costs (1%)					\$54.43					
		RLCG Overhead (6%)					\$329.83					
132	3/6/2025	Admin Window Blinds	\$0.00	\$0.00	\$0.00	\$2,976.24	\$3,345.68	No	No	Yes	No	No
		Install blinds in Admin 2nd level east windows				\$2,976.24	\$2,976.24					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$148.81					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$31.25					
		RLCG Overhead (6%)					\$189.38					
133	3/6/2025	Exterior Door Sweeps	\$0.00	\$3,295.00	\$0.00	\$0.00	\$4,316.93	No	Yes	Yes	No	No
		Furnish exterior door sweeps		\$3,295.00			\$3,295.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)					\$243.01					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$494.25					
		Bond Costs (1%)					\$40.32					
		RLCG Overhead (6%)					\$244.35					
134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's C	\$0.00	\$0.00	\$0.00	\$630.00	\$708.20	No	No	Yes	No	No
		Add Deco Quarz Flooring to Vestibule and Janitor's Closet				\$630.00	\$630.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$31.50					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$6.61					
		RLCG Overhead (6%)					\$40.09					
135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$2,700.00	\$10,882.50	\$0.00	\$750.00	\$18,709.03	No	Yes	Yes	No	No
		Remove and Replace 6-6" Expansion Joints	\$2,700.00	\$10,882.50		\$750.00	\$14,332.50					
		Misc and Mat'l/Labor (5%)					\$135.00					
		Sales Tax (7.325%)					\$857.90					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$2,149.88					
		Bond Costs (1%)					\$174.75					
		RLCG Overhead (6%)					\$1,059.00					
136	3/6/2025	STB Field Modifications	\$3,420.00	\$2,561.58	\$0.00	\$450.00	\$8,217.97	No	Yes	Yes	No	No
		2 Flanged 90s for flow meter	\$720.00	\$1,474.20		\$450.00	\$2,644.20					
		Ferric Flushing Connection	\$1,620.00	\$502.20			\$2,122.20					
		Extend Sample Ports on Drum Thickeners	\$720.00	\$585.18			\$1,305.18					
		Polymer Containment Drain	\$360.00				\$360.00					
		Misc and Mat'l/Labor (5%)					\$171.00					
		Sales Tax (7.325%)					\$108.72					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$964.74					
		Bond Costs (1%)					\$76.76					
		RLCG Overhead (6%)					\$465.17					

Total WCDs:	\$1,117,238.97	\$433,649.55	\$313,239.39	\$1,671,649.04
Percentage of Original Project Cost:	2.01%	0.78%	0.56%	3.00%

Total WCDs per Column (total "yeses"):	For Approval: \$192,478.87 0.35%	If Approved: \$1,864,127.91 3.35%
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WORK CHANGE DIRECTIVE NO.: 115

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Secondary Digester Manway Repair

Attachments:

WCD #115 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to repair the metal in the existing manway of the Secondary Digester that is located in the basement of the DTC. Repairing the metal by welding and coating is needed to prevent further corrosion. Hinges were also welded to the cover to improve the process of opening and using the manway.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$3,485.57 [increase] ~~[decrease]~~ ~~[not yet estimated]~~
Contract Time: 0 days [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 116

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 1/14/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Generator Room Removals

Attachments:

WCD #116 Proposal. RFI #184.

Purpose for the Work Change Directive:

This WCD includes work to remove additional mechanical piping and equipment that was associated with the old generator equipment but not identified to be removed in the plans. The equipment on the roof is no longer needed and should be removed which requires roof repair.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$21,685.49 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svenes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 117

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Unit Heater Relocation

Attachments:

WCD #117 Proposal. RFI #187.

Purpose for the Work Change Directive:

This WCD includes work to move an existing unit heater that is in conflict with the planned process piping in the RWC.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,308.55 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 118

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Administration Building Plumbing Changes

Attachments:

WCD #118 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to remove and replace 120 ft of existing 1-1/4" diameter copper that was intended to be used but couldn't because it was in a different location than expected based on record plans. The changes also include additional valves for operational purposes as well as repair to a leaking existing pipe in the Admin building.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$8,921.64 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 119

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Field Order No. 39 - Administration Building HVAC Changes

Attachments:

WCD #119 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to move the Air Handling Unit and associated equipment in Admin Building mechanical room to provide better access and serviceability.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$11,889.82 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 120

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Administration Building Floor Repair per RFI 206

Attachments:

WCD #120 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to even out parts of the Admin floor that are not smooth by grinding a patching so the epoxy flooring could be properly applied.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$16,049.97 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 121

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	12/5/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Fabricated Metal Support for Admin GVH-2

Attachments:

WCD #121 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to add a support for mechanical equipment on the Admin roof above the mechanical room. It was needed due to the duct opening through the existing roof compromising the strength of the existing ceiling.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$4,425.69 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 122

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	12/30/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

STB Additional Bends for TSS Sensor

Attachments:

WCD #122 Proposal.

Purpose for the Work Change Directive:

This WCD includes work to add two 6" 90-degree bends so the TSS sensor will always be flooded which is required for it to work properly.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,762.82 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 123

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	1/3/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Fire Alarm Device Replacement in Admin Garage

Attachments:

WCD #123 Proposal.

Purpose for the Work Change Directive:

The existing fire alarm system in the Admin Garage will take more work than expected to integrate into the new system, and the devices aren't compliant with modern code. Originally the intention was to leave the garage as is, including the fire alarm and incorporate the devices into the new system. Some of the existing cabling in the block can't be reused or repurposed. Considering vehicles and flammable materials are stored in this garage, it is recommended to upgrade the devices within this space.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$13,527.16 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/3/2025

WORK CHANGE DIRECTIVE NO.: 124

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 1/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add Deco Quartz to Admin Stairs and Landing

Attachments:

WCD #124 Proposal.

Purpose for the Work Change Directive:

The epoxy Deco Quartz flooring was not called out to be applied to the stairs and the landing in the Admin building. Adding the flooring system to match the other finishes in the building will have a better final aesthetic.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$4,091.83 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE 	
Title:	Lead Process Engineer	
Date:	3/3/2025	

WORK CHANGE DIRECTIVE NO.: 125

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 1/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add Coatings to Admin Room 118 Corridor

Attachments:

WCD #125 Proposal.

Purpose for the Work Change Directive:

The floors and walls in the corridor between the Admin building and the connecting garage were not identified to be coated in the original scope of the project. It is recommended that these coatings be added to the building improvements.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,720.39 [increase] ~~[decrease]~~ ~~[not yet estimated]~~
Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 126

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 1/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Watermain Replacement for MBR Drain Install

Attachments:

WCD #126 Proposal.

Purpose for the Work Change Directive:

The buried watermain on the northwest corner of the site was found to be in a different location than it was shown on the existing WWTF plans. Instead of being routed to the west and north of the Maintenance Building as shown with the information available during design, it was actually located to the south and east which was in conflict with the designed plant drain line. There was also no ability to isolate the watermain with a valve. In order to install the MBR drain line, the watermain had to be isolated with a valve so that water service to the entire site wasn't impacted for the duration of the installation, and it had to be removed and replaced.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$29,953.88 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 
Title: Lead Process Engineer
Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 127

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	1/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Building Light Gauge Framing Changes

Attachments:

WCD #127 Proposal.

Purpose for the Work Change Directive:

Additional framing was required to properly install the ceiling and transitions between the ceiling and the new windows in the Administration Building.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$5,552.94 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 128

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 1/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add Railing to Roof of Primary Digester

Attachments:

WCD #128 Proposal.

Purpose for the Work Change Directive:

Railing was not planned around the entire circumference of the Primary Digester. It was planned around areas where equipment is located and where operators would walk to those areas. This change is to add railing on the east side as well to provide extra safety from falling at every location on the digester cover.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,672.08 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE 	
Title:	Lead Process Engineer	
Date:	3/5/2025	

WORK CHANGE DIRECTIVE NO.: 129

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 2/10/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add 8" Blind Flanges in DPS

Attachments:

WCD #129 Proposal.

Purpose for the Work Change Directive:

This change includes the addition of two 8" blind flanges in the Disinfection Process Structure. These blind flanges are necessary for the process to function as designed. The blind flanges were inadvertently not shown in the plans.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$1,098.09 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svenes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 130

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 2/10/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add Column and Walkway Removal in Final Clarifiers

Attachments:

WCD #130 Proposal.

Purpose for the Work Change Directive:

The existing final clarifiers are being retrofit for different purposes. The design intended to have the center column and walkway to the center column remain since it did not conflict with the proposed purposes. However, as Rice Lake started the planned removals, it was found that the column and walkway were supported by other components that needed to be removed. The options at this point were to either add supports to keep the walkway and center column or remove them all together. Removing them all together was determined to be more cost effective and keeping them serves no purpose for the designed use of these tanks. This change is for the additional removals.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$28,048.11 ~~[increase] [decrease] [not yet estimated].~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 131

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	2/10/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Secondary Digester Corbel Demolition

Attachments:

WCD #131 Proposal.

Purpose for the Work Change Directive:

The existing lid corbels on the interior of the secondary digester were in conflict with the new mixers and they needed to be removed. The demo for the corbels was not shown in the plans.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$5,827.01 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/5/2025

WORK CHANGE DIRECTIVE NO.: 132

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	3/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Window Blinds

Attachments:

WCD #132 Proposal.

Purpose for the Work Change Directive:

The windows of the SCADA control room on the second level of the Admin Building were not scheduled to have blinds. This change is for adding blinds to six windows.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$3,345.68 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 3/11/2025

WORK CHANGE DIRECTIVE NO.: 133

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	3/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Exterior Door Weatherstrip

Attachments:

WCD #133 Proposal.

Purpose for the Work Change Directive:

There were many exterior doors added to this project in a previous WCDP. Gasketing was called out for these doors but weatherstripping (door sweeps) was not called out. Weatherstripping is required for the proper installation of the exterior doors. This change includes weatherstrip from 24 exterior doors.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$4,316.93	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer	Authorized by Owner
By: Jennifer Svennes, PE 	
Title: Lead Process Engineer	
Date: 3/11/2025	

WORK CHANGE DIRECTIVE NO.: 134

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	3/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet

Attachments:

WCD #134 Proposal.

Purpose for the Work Change Directive:

This change is to add Deco Quartz flooring to the vestibule and janitor's closet in Admin in lieu of carpet for the vestibule and bare concrete in the closet.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$708.20 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/11/2025

WORK CHANGE DIRECTIVE NO.: 135

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	3/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove and Replace 6" Expansion Joints in RWC

Attachments:

WCD #135 Proposal.

Purpose for the Work Change Directive:

Expansion joints are needed at the suction and discharge of pumps. Six out of ten were not clearly shown to be replaced in the plans. It is recommended to replace the six original expansion joints around the new pumps.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$18,709.03 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svenes, PE 

Title: Lead Process Engineer

Date: 3/11/2025

WORK CHANGE DIRECTIVE NO.: 136

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 3/6/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

STB Field Modifications

Attachments:

WCD #136 Proposal.

Purpose for the Work Change Directive:

These changes are for several small items in the STB that will improve the functionality and operations around the drum thickening equipment.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$8,217.97 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 3/11/2025



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 18th Street Trail Construction Administration Proposal - WHKS

Purpose:

Requesting Council approval of the WHKS Proposal for the 18th Street SE Trail Project Construction Administration Engineering Services.

Background:

The 18th Street Trail Project will commence this spring. Due to a staffing vacancy within the Engineering Department, the intricacies of a State and Federally Aided Project, and a busy construction season ahead, staff sought Construction Administration Services from WHKS for the 18th Street Trail Project. Per the attached agreement, WHKS shall perform the following described services:

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Attend weekly construction meeting as necessary.
- Conduct a preconstruction meeting with the City, Contractor, and Utility Owners.
- Provide paperwork necessary for compliance with Federal requirements, weekly reports, wage compliance, EEO, etc.
- Provide construction updates

Budget Impact:

The estimated fee for proposal is \$50,000 and will be paid for with State Aid Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 18th Street Trail Construction Administration Services - WHKS



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Owatonna** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **18th Street SW Trail Construction**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Construction administration engineering services as described below for SAP 153-090-002.

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Attend weekly construction meeting as necessary.
- Conduct a preconstruction meeting with Client, Contractor, and Utility Owners.
- Provide paperwork necessary for compliance with Federal requirements, weekly reports, wage compliance, EEO, etc.
- Provide construction updates to the Client.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with an Estimated Fee of \$50,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

- Fee is based on eight (8) hours of Project Manager and four (4) hours of Design Engineer time per week for approximately 14 weeks.

Executed this _____ day of March, 2025

City of Owatonna

WHKS & CO.

By: _____

By: _____

Printed Name: Kris M. Busse

Printed Name: Timothy A. Hruska, P.E., L.S.

Title: City Administrator

Title: Vice President

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement Amendment #1 - Wastewater Treatment Facility Expansion - Nero Engineering

Purpose:

Requesting City Council approval of an amendment to the Construction Related Services (CRS) Agreement with Nero Engineering to provide professional engineering services for the Wastewater Treatment Facility Expansion Project.

Background:

The original Nero Engineering CRS agreement was executed by the City on May 3, 2022. Due to delays in the construction schedule, the CRS must also be revised to align with the adjusted final completion date of January 26, 2026. Nero Engineering has been providing construction services, resident engineering services, startup, commissioning and programming. This amendment will allow Nero and their sub-consultants to continue these and additional services until the end of the project. See the attached amendment for the entire scope and fee schedule.

Budget Impact:

The original CRS Agreement was \$4,029,518. The amendment will not exceed \$372,519 without prior authorization, for a total agreement amount of \$4,402,037. Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF Expansion Amendment 1 - Nero Engineering



&



ENGINEERING SERVICES AGREEMENT AMENDMENT

**Project: Owatonna WWTF Upgrade and Expansion
Construction Related Services (Project)**

This Agreement is by and between:

City of Owatonna (Owner)
540 West Hills Circle
Owatonna, MN 55060

and

Nero Engineering, LLC (Nero)
4124 Quebec Ave N
Suite 100
Minneapolis, MN 55427

Who agree as follows:

Owner hereby engages Nero to perform the Services set forth in Part I for the compensation set forth in Part III. Nero will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Nero agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR NERO

By:  _____

Printed Name: Eric J Meester, PE

Title: President

Date: March 12, 2025

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Nero, AE2S and our engineering team are currently under contract to perform construction related services (CRS) for the construction of the WWTF Upgrade and Expansion currently being constructed by Rice Lake. The original CRS agreement was executed by the City on May 3, 2022 for \$4,029,518. The CRS budget was based upon a substantial completion date of March 31, 2025 and final completion date of June 30, 2025. The scope and budgeted amounts are:

• Construction services (submittals, change orders, work changes, etc.)	\$1,427,934
• Resident Engineering	\$1,752,729
• Startup and Commissioning	\$243,658
• O&M Manual	\$101,508
• Final Acceptance & Record Plans	\$153,508
• Programming	\$350,438

Through January 31, 2025, we are currently tracking about 82% complete which is slightly ahead of the construction schedule, with the exception of the programming task.

Due to sizable delays in receiving the electrical gear for the projects (primarily MCCs), Rice Lake has incurred delays in the construction schedule and is currently requesting a time extension for the project. The requested extension is for 210 days, which is a revised substantial completion date of October 27, 2025 and January 26, 2026 for final completion.

This amendment extends our services to align with the revised construction schedule. The attached schedule shows remaining budget for the scope listed above and budget needed to complete the project. As noted in the schedule, the Resident Engineering budget has been tracking ahead of budget, primarily due to working with an exceptional contractor team from Rice Lake which has meant not having to utilize multiple people on site to ensure the project is being built according to the contract documents and industry standards. One area that has been tracking behind original budget is Programming, which is also attributed to the construction delays. To keep the project moving forward and minimize even further delays and extensions from Rice Lake, temporary operations and programming had to be developed, which was not part of the original scope. Below is a list of additional programming efforts performed that have been outside the scope of the original contract scope:

- Main Lift Station (MLS) – Troubleshooting and unplanned changes to main lift station programming associated with new fine screen system operational limitations. Programming for temporary flow metering during construction.
- Fine Screen Building (FSB) – Startup of temporary systems and troubleshooting to make systems work on temporary power and controls. Programming for temporary systems. Coordination and modifications to manufacturer controls due to process changes and temporary operations on City water.
- Membrane Bioreactor (MBR) – Additional troubleshooting and programming modifications due to MBR manufacturer control changes and electrical equipment issues. Programming and troubleshooting for temporary communications and networking for MBR building.
- Process Building (PB) - Programming and troubleshooting for temporary operation of existing blowers with the modified aeration basins.

- Digester Treatment Complex (DTC) – Programming and troubleshooting for interim digester and primary clarifier operations. Addition of flare to existing control system for continued operation during construction. Digested sludge pumping control modifications and SCADA updates for interim/temporary operations.
- SCADA/Communications – Additional SCADA programming to provide continued operations with temporary systems and partially modified existing systems at MLS, FSB, PC, AB, PB, DTC, RWC, and ADM. Troubleshooting and programming associated with partially completed facility network.

Some other additional scope items are design efforts associated with site access and security changes such as door key readers, the retaining wall replacement, and coordination with OPU for the site, metering, and pressure requirements for injecting biogas into their grid.

Additionally, unscoped modeling efforts have been incorporated in the CRS services and paid accordingly. This amendment now brings in the modeling scope into the project. All future modeling efforts will be approached outside of this project.

The budgets developed in the attached schedule reflect the actual burn rates for those tasks on the project and also align with the Rice Lake extension request.

PART II
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Nero, and serve as liaison with Nero as necessary for Nero to complete its Services.
 2. Furnish to Nero copies of existing documents and data pertinent to Nero's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Nero existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Nero safe access to premises necessary for Nero to provide the Services.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Nero's standard chargeout rates in effect at the time the Services are performed (see the attached Fee Schedule). Routine expenses will be billed at cost and subconsultant costs will include no more than a 10% markup. The total cost for these basic Services will not exceed \$372,519.
- B. Nero will bill Owner monthly, with net payment due in 30 days.
- C. Nero will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Owatonna WWTF Expansion and Improvements
 Remaining Construction Related Services Budget Summary with Contract Extension

Owatonna WWTF Budget		NERO EFFORT					AE2S + KFI EFFORT								JLG EFFORT			Project Totals
Billed Task		Construction Admin, Startup, O&M Manual, Final Acceptance & Record Plans			RPR		Construction Admin, Startup, O&M Manual, Final Acceptance & Record Plans		RPR		I&C		Post Construction		Construction Admin			
Month		Hrs	\$180		Hrs	\$150	Hrs	\$215	Hrs	\$140	Hrs	\$200	Hrs	\$215	Hrs	\$205		
	Feb-25	116	\$20,880		168	\$25,200	140	\$30,100	88	\$12,320	150	\$30,000			10	\$2,050	\$120,550	
	Mar-25	116	\$20,880		168	\$25,200	140	\$30,100	88	\$12,320	150	\$30,000			10	\$2,050	\$120,550	
	Apr-25	116	\$20,880		168	\$25,200	140	\$30,100	88	\$12,320	100	\$20,000			10	\$2,050	\$110,550	
	May-25	116	\$20,880		168	\$25,200	140	\$30,100	88	\$12,320	100	\$20,000			10	\$2,050	\$110,550	
	Jun-25	116	\$20,880		168	\$25,200	120	\$25,000	88	\$12,320	125	\$25,000			10	\$2,050	\$110,450	
	Jul-25	116	\$20,880		168	\$25,200	96	\$20,000	88	\$12,320	100	\$20,000	70	\$15,050	10	\$2,050	\$115,500	
	Aug-25	116	\$20,880		168	\$25,200	70	\$15,000	60	\$8,400	50	\$10,000	70	\$15,050	10	\$2,050	\$96,580	
	Sep-25	78	\$14,040		96	\$14,400	70	\$15,000	60	\$8,400	25	\$5,000	70	\$15,050			\$71,890	
	Oct-25	78	\$14,040		96	\$14,400	70	\$15,000	60	\$8,400	25	\$5,000	90	\$19,350			\$76,190	
	Nov-25	60	\$10,800										116	\$24,940			\$35,740	
	Dec-25	60	\$10,800										116	\$24,940			\$35,740	
	Jan-26	60	\$10,800										48	\$10,320			\$21,120	
	Feb-26	60	\$10,800										48	\$10,320			\$21,120	
	Reserve for 1 yr Warranty	96	\$17,280										120	\$25,800			\$43,080	
Total Budget Needed to Fall Completion			\$234,720			\$205,200		\$210,400		\$99,120		\$165,000		\$160,820		\$14,350	\$1,089,610	
Agreement Budget			\$676,930			\$1,121,390		\$1,033,211		\$578,789		\$357,500		\$161,378		\$100,320	\$4,029,518	
Invoiced thru 1/31/25			\$786,586			\$735,448		\$1,071,012		\$217,408		\$408,804		\$0		\$93,168	\$3,312,427	
Remaining Budget Thru 1/31/25			-\$109,656			\$385,942		-\$37,801		\$361,381		-\$51,304		\$161,378		\$7,153	\$717,091	
Additional Budget			\$344,376			-\$180,742		\$248,201		-\$262,261		\$216,304		-\$558		\$7,198	\$372,519	
TOTALS						\$163,634								\$201,687		\$7,198	\$372,519	



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Purchase Property - 502 Maple Drive

Purpose:

REquest authoriztion to purchase of property at 502 Maple Drive.

Background:

At the last City Council meeting, the Council approved modifying a resolution to request additional grant money from the DNR for removing homes within the floodplain. Staff is in the process of securing \$72,452.77 of grant money to purchase and remove another home in the floodplain. This amount is the remaining amount of funds available in the program. The DNR has indicated it is set aside for us once the paperwork is complete. We anticipate that the paperwork will be completed in the next few weeks.

The City has a signed purchase agreement to purchase the property at 502 Maple Drive. The house is on the western corner of Maple Drive and Cherry Street. It is totally surrounded by city park land. The basement of the house has been flooded numerous times, including last spring. The purchase price is \$195,000 and is contingent on receiving the DNR grant and City Council approving the purchase. If the City Council approves the purchase, the plan would be to secure the grant funds within the next couple of weeks and then close on the property on or before May 30th. The house would then be removed, and the property restored to park land and become part of Dartt's Park.

Budget Impact:

The total estimated cost to purchase and remove the home is \$225,000. Minus the grant, that leaves about \$152,000 to complete the project. Funds would come from the matching grant fund and the dilapidated buildings fund.

Staff Recommendation:

Staff recommends approval to purchase the property at 502 Maple Drive.

Attachments:

1. Overview - 502 Maple Drive NE

502 Maple Drive NE
City of Owatonna





DATE: March 18, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Purchase Lot on Ridge Road

Purpose:

Request approval to purchase a lot on Ridge Road.

Background:

Dartt's Park is one of the City's main parks and is centrally located within the city. Although the park has great access from the trail system along Cherry Street, there is no access point from the large neighborhood to the north of the park. People from that neighborhood often walk through private property at the end of Parkview Place to get to the park. There is currently a lot at the corner of Ring Road and Ridge Road for sale that could provide direct pedestrian access to the outfield parking lot in the park. The owners like the idea of the City providing a pedestrian access for this neighborhood and are discounting the price of the lot should the City purchase it. The City would have to construct a trail link sometime in the future but the City could secure the property now for that purpose. If the lot is purchased, the trail link can be put on the capital improvement plan for funding and construction at a later date.

Budget Impact:

The owners have discounted the price of the lot to \$29,000 for the City. Funds would come from reserves or contingency funds.

Staff Recommendation:

Staff recommends approval of the purchase of the lot on Ridge Road.

Attachments:

1. Overview - Ridge Road Property adjacent to Dartts Park

Parcel ID: 17-141-0102
City of Owatonna





DATE: March 18, 2025
TO: Mayor and City Council
FROM: Jeffrey Louks, Facilities Manager
SUBJECT: Library Roof Condition and Management Study - Adsit Architecture and Planning

Purpose:

Accept the proposal from Adsit Architecture and Planning to perform a condition and management study on the Library roof and the two chimney structures.

Background:

The Owatonna Public Library consists of a three-story historic structure and a newer 1980s two-story structure. Both the historic 1900 building and a portion of the newer building are roofed with clay tile. There have been water infiltration issues in some areas, most recently at the intersection between the original building and the low slope roof near the elevator. This study will assess the current condition of the roof, the expected useful life of the roof, and recommendations for maintenance/replacement of existing roof materials.

Budget Impact:

\$16,300, included in the 2025 CIP Budget for this project, LIB-17-002 was \$30,000.

Staff Recommendation:

Staff recommends approval of this proposal.

Attachments:

1. Library Roof Study

Adsit Architecture and Planning

3034 Benjamin Street NE

Minneapolis, MN 55418

Phone: (612) 343-8013

Memo

To: Jenna Tuma and Jeffrey Louks – City of Owatonna
From: Mina Adsit

Fax: **Pages:** 1

Phone: **Date:** 3/10/2025 Revised

Owatonna Public Library Roof Condition and Management Study Proposal

Location: 105 North Elm, Owatonna, MN

The Owatonna Public Library consists of a three story historic structure and a newer 1980's two story structure. The building is listed on the National Register of Historic Places. Both the historic 1900 building and a portion of the newer building are roofed with concrete tile. The building has copper gutters, flashing and rainware. The remainder of the newer building has a low slope built up or 3,000 SF of tile roof and 3,000 SF of low slope roofing. Water infiltration as occurred at the intersection between the historic building and low slope roof near the elevator overrun.

The City of Owatonna has requested a roof study to assess the current condition of the roof, expected useful life of the roof and recommendations for maintenance/replacement of existing roof materials.

The consultant team for the roof study is Adsit Architecture and Planning and roofing consultant Inspec. Inspec specializes in evaluating roof conditions and providing roof management reports. Their scope proposal is attached for your information.

Scope of work for roof condition report

- Collection of existing building information, drawings, age of roofing, warranty and maintenance records.
- Review of historic constraints on making changes to the roof and confirmation with the State Historic Preservation Office
- Site visits and survey work as required to assess roof condition
- Drone survey of the roof
- Recommendations for testing prior to completion of the study
- Drawings as needed to illustrate roof conditions
- Condition report including issues requiring immediate correction, expected useful life of the roofing and recommendations for maintenance and replacement of roofing, flashing and rainware.
- Cost estimating for roof repair or replacement required in the next 5 years

The city will provide:

- Maintenance history of the roof
- Existing drawings if possible.
- Known areas of moisture infiltration
- Roof system warranties

The work will be completed in spring/early summer 2025.

The base fee for completion of the study is \$14,300.00.(Fourteen thousand three hundred dollars).

Add to evaluate chimneys \$2,000.00.

Total Fee \$16,300.00

Items not included in the base fee are third party testing, testing noted below, equipment rental if required, destructive demolition to review roof conditions, construction drawings and specifications.

Cost for additional testing if determined to be beneficial:		
Infrared scan of low slope roof to locate wet insulation		Add \$2,500.00
Roof Moisture Probes up to three probes		Add \$600.00

Architectural Additional Services will be charged at the following hourly rates

Architect:	\$115/HR
Architectural Technician	\$60/HR

Reimbursable expenses include mileage, testing and similar direct project costs.

To accept this proposal please sign below and return a copy via email.

_____	_____
Name	Date

Attachment: Inspec Proposal 2/19/2025



DATE: March 18, 2025
TO: Mayor and City Council
FROM: Jeffrey Louks, Facilities Manager
SUBJECT: Proposal for Library Roof Repair - Garlock French Roofing

Purpose:

Accept the proposal from Garlock French Roofing to repair the Library roof damage.

Background:

During a recent high-wind event, a chimney and a portion of the library's roof were damaged. Bricks falling from the chimney damaged the clay roof tiles, breaking apart an area of approximately 12 x 12. The roof has temporarily been covered with a tarp to prevent water intrusion.

Budget Impact:

\$14,037, included in the 2025 CIP Budget, LIB-17-002 remaining after the roof condition study, \$13,700

Staff Recommendation:

Staff recommends approval of this proposal.

Attachments:

1. Library French Tile Repair
2. IMG_0155
3. IMG_0152
4. IMG_0156

Minneapolis: 612-722-7129

White Bear Lake: 651-429-2335

Minnetonka: 952-473-1017



Original copy
March 11, 2025

Roofing Division - Storm Restoration Division - Solar Division - Chimney Division - Sheet Metal Division - Roof Maintenance Division

A fully licensed and insured organization providing excellence and peace of mind since 1932

Proposal Submitted To:

For the job at :

City of Owatonna Library

105 N. Elm Ave

Owatonna, MN

MN 55060

City of Owatonna Library

105 N. Elm Ave

Owatonna, MN

MN

55060

COMMERCIAL CONSTRUCTION CONTRACT

In Consideration of the payments to be made by the customer identified above (hereinafter "Customer," "You," and "Your") to Garlock-French Corporation ("Garlock-French", or "Contractor"), the parties hereby agree as follows: Contractor shall perform the following work as described in more detail on the attached Work Exhibit Proposal subject to the terms and conditions of this contract (the "Contract", or "Agreement"). The Contract consists of the following Contract Documents for which You acknowledge receipt: (a) this Contract; (b) the Accepted Proposal; (c) the Mold Notice and Waiver; (d) the Building Performance Guidelines; (e) the Notice of Cancellation; (f) the Urea Formaldehyde Notice; (g) the Statutory Warranties; and (h) any Change Orders that may subsequently be executed by the parties (hereinafter collectively the "Contract"). You agree that the Contract merges all agreements between the Parties, and any representations not written into the Contract is not included. Contractor agrees to obtain all permits, and provide all materials, labor, tools, equipment and supervision required to perform the work (the "Work") set out in the attached Accepted Proposal. The Work will be performed during daylight hours, Monday through Saturday, holidays excluded, provided that the Work will be performed only if weather and working conditions are favorable. This proposal may be withdrawn if not accepted within 10 days.

PAYMENT

Payment Schedule: Unless otherwise agreed to by the parties in writing, 35% of the total Contract amount identified above is payable upon execution of this Contract. The remaining 65% shall be payable upon substantial completion of the Work. If the duration of the project should exceed 30 days a progress billing shall be submitted monthly. Customer agrees that he/she may not hold back more than 5% of the final payment after substantial completion of the Work related to "punch list" or service items that may require additional work. Customer agrees that final payment is not contingent upon governmental inspections and that final payment shall not be delayed awaiting such an inspection to be scheduled.

NOTES

Garlock-French 2 man tile repair team to travel to site with 200 pieces of clay red Ludowici French tile, setup scaffolding, remove tarps, remove existing tile around perimeter of repair area, install new SBS / underlayment across sheathing, and install a mix of Garlock's reclaimed French tile and existing Library tile to seamlessly blend the repair into the elevation.

Damaged sheathing repairs will be repaired on a Time & Material basis of \$130.00 / Man Hour + Material Costs

ACCEPTANCE OF CONTRACT

By Your signature below, You accept the scope of Work Exhibit Proposal set forth in the Accepted Proposal and the terms and conditions of this Contract.

Customer

Date

Eric Moe, Sales Representative

Contractor's Representative

Customer

Date

In the event this Agreement was procured through a home solicitation sale, you may rescind your agreement as set forth in the accompanying Notice of Cancellation by cancelling this purchase at any time prior to midnight of the third business day after the date of the purchase. See the attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by You.

WORK EXHIBIT PROPOSAL

Thank you for inviting Garlock-French Corporation the opportunity to present our proposal for the roofing work on your home. Please read this information carefully, as we want you to be fully aware of what to expect during the re-roofing process. This roofing work shall be performed by full-time roofers employed by Garlock-French Corporation. All work shall be inspected by Garlock-French Corporation full-time supervisors on a regular basis. All of our employees are fully covered by workers compensation insurance.

We hereby submit installation specifications for work in area described below:

WORK AREA – Repair Tarpred French Tile Areas

PROJECT PLANNING / SET UP

- * Deliver all necessary materials and equipment to the jobsite in a secure location
- * Set-up OSHA safety regulated fall protection on job site as required for full-time employees

TEAR OFF

- * Tear off the existing roofing down to roof deck or ice dam protection in in WORK AREA, clean up the debris and haul away.
- * See supplemental conditions for treatment of existing ice dam protection membrane, and possible additional cost.

TILE REMOVAL

- * Carefully remove the existing tiles from the WORK AREA and set aside for reinstallation later.
- * Any roofing tiles may be left on the roof or lowered to the ground depending upon what is most efficient.
- * Removing tiles may cause some breakage, and additional tiles will be billed on our Time and Materials basis.

DECK INSPECTION

After the roofing is removed, we will inspect the roof deck and determine if there is rotted or deteriorated wood, cracked or missing components or other deficiencies that may prevent us from properly installing the roof system.

All required repairs necessary will be billed on our Time and Materials basis. (See supplemental conditions below)

BASE UNDERLAYMENT

- * Install 1 layer of SBS modified underlayment over the steep roof in the Work Area

CAP UNDERLAYMENT

- * Install 1 layer of Protective underlayment over the Base underlayment in the Work Area

ROOFING TILE

Type: French clay

- * Reinstall existing field tile over the steep slopes of the roof in the WORK AREA.
- * Securely fasten tiles with appropriate length copper nails.

Tile Bid Total ... \$14,037.00

(Plus required Time and Materials for Rotted Wood, Siding Work and Additional Tile)

Tile Bid Total . . . \$14,037.00

35% Deposit \$4,912.95 make checks payable to **Garlock French Corporation**

ACCEPTANCE OF PROPOSAL

By your signature below, you accept this proposal (the "Accepted Proposal") subject to the terms and conditions of the Residential Construction Contract.

Customer

Date

Customer

Date











DATE: March 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Engineering Services Agreement - PFAS Source Identification - Nero Engineering

Purpose:

Requesting City Council approval of the Nero Engineering Per- and polyfluoroalkyl substances (PFAS) Source Identification Agreement.

Background:

Nero completed a PFAS Pollutant Minimization Plan for the City of Owatonna in June of 2024. The plan outlined actions for the City to take to work toward reducing PFAS in the sewer system. The plan was submitted to the MPCA, and the City has been awarded a grant for efforts to implement the actions outlined. This proposal is for Nero's effort in implementing the PFAS Minimization Plan. Nero Engineering proposes to collect industry data by deploying a short survey and following up to collect additional data if specific products contain PFAS, provide community information regarding PFAS through the city's various communication channels, use survey results to conduct sampling, develop and distribute strategies to reduce the use of PFAS, and prepare and submit a technical memorandum to the Minnesota Pollution Control Agency by July 1, 2026.

See the attached agreement for the proposed approach and scope of services.

Budget Impact:

The total cost is not to exceed \$20,080 and will be reimbursed by PFAS Source Identification and Reduction grant funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. PFAS Source Identification Proposal - Nero Engineering



ENGINEERING SERVICES AGREEMENT

Project: PFAS Source Identification (Project)

This Agreement is by and between:

City of Owatonna (Owner)
540 West Hills Circle
Owatonna, MN 55060

and

Nero Engineering, LLC (Nero)
4124 Quebec Ave N; Ste 100
Minneapolis, MN 55427

Who agree as follows:

Owner hereby engages Nero to perform the Services set forth in Part I for the compensation set forth in Part III. Nero will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Nero agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR NERO

By: Jennifer R. Svennes

Printed Name: Jennifer Svennes, PE

Title: Vice President

Date: February 24, 2025

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The MPCA has proposed a statewide project around Per- and polyfluoroalkyl substances, commonly known as PFAS. These chemicals are called “forever chemicals,” as they accumulate in living organisms, they do not naturally break down, they can bioaccumulate, and some are toxic to humans. The scientific consensus is that significant actions are needed to prevent further adverse impacts from PFAS. While management and mitigations can lead to a positive outcome, prevention through restricted use or bans are needed. Minnesota bill HF 2310 was signed into law in 2023, which bans all uses of PFAS in products by 2032 (except those that are necessary for public health), requires manufacturers to report their use of PFAS in products to the state by 2026, and bans specific uses in several products starting in 2025. The EPA has also implemented PFAS regulations on certain PFAS compounds in drinking water.

According to the MPCA’s website, the Minnesota strategy for PFAS include:

- Prevent PFAS pollution wherever possible.
- Manage PFAS pollution when prevention is not feasible or pollution has already occurred.
- Clean up PFAS pollution at contaminated sites.

Nero completed a PFAS Pollutant Minimization Plan for the City of Owatonna in June of 2024. The plan outlined actions for the City to take to work toward reducing PFAS in the sewer system. The plan was submitted to the MPCA, and the City has received a grant for efforts to implement the actions outlined. This proposal is for Nero’s effort in implementing the PFAS Minimization Plan. Nero Engineering proposes the following approach:

Industry and Business Outreach and Data Collection

1. Meet with MNTAP to develop strategies for collecting information from industries and businesses about the products they use that may contain PFAS.
2. Develop a survey for industries to complete to identify sources of PFAS in the system. Nero plans to develop a web-based survey that can be completed in a short amount of time to increase the likelihood of receiving responses.
3. Organize the results of the surveys received.
4. Based on the results, follow up will be completed to collect more detailed information about the specific products used that contain PFAS.

Community Outreach

1. Reach out to MnTAP and the MPCA to acquire and/or develop flyers and information to be used in community outreach.
2. Work with the City to provide PFAS information that can be distributed to the community through social media posts and/or mailers.

PFAS Sampling

1. Use the survey results from the industry outreach and data collection to identify sampling locations within the City.
2. Assist in planning the sampling collection methods from lift stations or manholes.

PFAS Source Reduction Strategies

1. Work with MnTAP to develop reasonable reduction strategies.
2. Develop materials with reduction strategies through product elimination or substitution.
3. Work with City to distribute reduction strategies.

Tech Memo

1. Prepare a tech memo summarizing the results of the source identification and reduction actions to be submitted to the MPCA by July 1, 2026.

B. SCOPE OF SERVICES

Basic Services to be provided by Nero for this Project under this Agreement are as follows:

Industry/Business Outreach and Data Collection
Coordination Meetings with MNTAP
Develop PFAS survey for industries and businesses
Organize results of survey
Follow up with industries for additional information
Community Outreach
Develop flyer and outreach content with the MPCA and MnTAP
Coordinate social media posts/public outreach for PFAS awareness with City
PFAS Sampling
Identify and plan sampling locations based on survey results
Assist in sampling collection methods
Summarize and analyze sampling results
PFAS Source Reduction Strategies
Determine if and where PFAS product substitution is possible
Work with MNTAP to develop reasonable reduction strategies
Develop materials to send to industries with reduction suggestions
Tech Memo
Prepare tech memo of results to be submitted to MPCA

C. PROJECT TIMING

Nero is prepared to begin the work immediately upon authorization.

Anticipated Schedule

- | | |
|--|----------------------|
| • Coordinate community outreach with City, MPCA, MnTAP | March, 2025 |
| • Send survey to SIUs | March, 2025 |
| ○ Collect survey results | April, 2025 |
| ○ Evaluate survey results and follow up | April-May, 2025 |
| • Send survey to medium and small risk businesses | April, 2025 |
| ○ Collect survey results | May, 2025 |
| ○ Evaluate survey results and follow up | May-June, 2025 |
| • Develop sampling plan | June, 2025 |
| • Implement collection system sampling plan | July, 2025-May, 2026 |
| • Suggest product substitution/operational adjustments | May, 2026 |
| • Submit memo to MPCA | June, 2026 |

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Nero, and serve as liaison with Nero as necessary for Nero to complete its Services.
2. Furnish to Nero copies of existing documents and data pertinent to Nero's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Nero existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Nero safe access to premises necessary for Nero to provide the Services.

PART III COMPENSATION, BILLING AND PAYMENT

A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Nero's standard chargeout rates in effect at the time the Services are performed (see the attached Fee Schedule). Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$20,080 without prior written approval from Owner.

- B. Nero will bill Owner monthly, with net payment due in 30 days.
- C. Nero will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV- STANDARD TERMS AND CONDITIONS

NERO ENGINEERING, LLC TERMS AND CONDITIONS

ARTICLE 1 - PAYMENTS TO NERO ENGINEERING

1.01 Other Provisions Concerning Payment

A. *Preparation of Invoices.* Invoices will be prepared monthly in accordance with Nero Engineering's standard invoicing practices and will be submitted to Owner by Nero Engineering, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Proposal or Task Order.

B. *Payment of Invoices.* Invoices are due and payable upon receipt. If Owner fails to make any payment due Nero Engineering for services and expenses within 30 days after receipt of their invoice therefore, the amounts due Nero Engineering will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less.) In addition, Nero Engineering may after giving seven days written notice to Owner, suspend services under this Agreement until Nero Engineering has been paid in full all amounts due for services, expenses, and other related charges. Design professionals shall not have any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Payments will be credited first to interest then to principal.

C. As required by the Construction Lien Law, Nero Engineering hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid.

D. *Disputed Invoices.* If the Client objects to any portion of an invoice, the Client shall so notify the Design Professional in writing within 30 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated shall be paid by the Client on all disputed invoiced amounts resolved in the Design Professional's favor and unpaid for more than 30 calendar days after date of submission.

E. *Payments Upon Termination.* In the event of any termination under Paragraph 2.04, Nero Engineering will be entitled to invoice Owner and will be paid in accordance with Proposal for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE 2 - GENERAL CONSIDERATIONS

2.01 Standards of Performance

A. The standard of care for all professional services and related services performed or furnished by Nero Engineering under this Agreement will be the care and skill ordinarily used by members of their profession practicing under similar circumstances at the same time and in the same locality. Nero Engineering makes no warranties, expressed or implied, under this Agreement, in connection with their services.

B. Nero Engineering shall perform or furnish professional services and related services in phases of the Project to which this Agreement applies. Nero Engineering shall serve as Owner's prime professional for the Project. Nero Engineering may employ such Subconsultants as they deem necessary to assist in the performance or furnishing of the services. Nero Engineering shall not be required to employ any Subconsultant unacceptable to them.

C. Nero Engineering and Owner will endeavor to comply with applicable Laws or Regulations. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after Effective Date of this Agreement may be the basis or modifications to Owner's responsibilities or to Nero Engineering's scope of services, times of performance, or compensation.

D. Owner shall be responsible for, and Nero Engineering may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Nero Engineering pursuant to this Agreement. Nero Engineering may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Nero Engineering.

2.02 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Nero Engineering shall retain an ownership and property interest therein (including the right of reuse at the discretion of Nero Engineering) whether or not the project is completed.

B. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Nero Engineering. Files in electronic media format of text, data, graphics, or of other types that are furnished by Nero Engineering to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Owner may make, and retain, and reuse copies of Documents for information and reference in connection with use on the Project by Owner with written permission from Nero Engineering. Such Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Nero Engineering, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Nero Engineering or its Subconsultants. Owner shall indemnify and hold harmless Nero Engineering and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

PART IV- STANDARD TERMS AND CONDITIONS

2.03 Insurance

- A. Nero Engineering shall procure and maintain Professional Liability, General Liability, Workers Compensation, and Automotive Liability which are applicable to the Project
- B. Owner shall procure and maintain General Liability and Property Insurance policies which are applicable to the Project.

2.04 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. *For cause*, by either party upon 30 days written notice in the event of substantial failure upon the other party to perform in accordance with the terms hereof through no fault of the terminating party
 - 2. *For Convenience*, by Owner effective upon the receipt of notice by Nero Engineering.

2.05 Dispute Resolution

- A. Owner and Nero Engineering agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to exercising their rights under provisions of this Agreement, or under law.
- B. Mediation - In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

2.06 Hazardous Environmental Condition

- A. Owner represents to Nero Engineering that to the best of its knowledge, a Hazardous Environmental Condition does not exist.
- B. Owner has disclosed to the best of its knowledge to Nero Engineering the existence of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Project Site, including type, quantity, and location.
- C. It is acknowledged by both parties that Nero Engineering scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services,

the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

D. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Design Professional, his or her officers partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or cost, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause or action.

2.07 Allocation of Risks

- A. *Indemnification*
 - 1. To the fullest extent permitted by law, Nero Engineering shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of Nero Engineering or its officers, directors, partners, employees in the performance and furnishing of Nero Engineering's services under this Agreement.
 - 2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Nero Engineering, its officers, directors partners, employees, and Subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and Owner's Consultants with respect to this Agreement or the Project.
 - 3. To the fullest extent permitted by law, Nero Engineering's total liability to Owner and anyone claiming by, through, or under Owner for any cost, loss or damages caused in part by the negligence of Nero Engineering and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Nero Engineering negligence bears to the total negligence of Owner. Nero Engineering, and all other negligent entities and individuals.

Design Fees and Expenses
PFAS Source Identification
Owatonna, MN

	Labor Hours		Expenses	Totals		
	Company> Role> Hourly Rates >	Nero PM/Process 220 Svennes	Nero Process 180 Hespanhol	Travel	Labor	Expenses Total
Industry/Business Outreach and Data Collection						
Coordination Meetings with MNTAP	4	4			1,600	0 1,600
Develop PFAS survey for industries and businesses	8	8			3,200	3,200
Organize results of survey	1	5			1,120	1,120
Follow up with industries for additional information	6	4			2,040	2,040
Community Outreach						
Coordinate social media posts/public outreach for PFAS awareness with City	4	2			1,240	0 1,240
PFAS Sampling						
Identify and plan sampling locations based on survey results	2	8			1,880	0 1,880
Assist in sampling collection methods	4				880	880
Summarize and analyze sampling results	2	8			1,880	1,880
PFAS Source Reduction Strategies						
Determine if and where PFAS product substitution is possible	2	2			800	0 800
Work with MNTAP to develop reasonable reduction strategies	2	4			1,160	1,160
Develop materials to send to industries with reduction suggestions	4	6			1,960	1,960
Tech Memo						
Prepare tech memo of results to be submitted to MPCA	4	8			2,320	0 2,320
Total		43	59	0	20,080	0 20,080
Total Hours		43	59			
Individual Total Fees		9,460	10,620		20,080	0 20,080

* Subconsultant