



CITY COUNCIL MEETING

Tuesday, April 1, 2025 at 7:00 PM

**Charles S. Crandall Center Chambers, City Hall at 540
West Hills Circle**

**Roll Call: Council Members Burbank, Boeke, McCann,
Svenby, Voss, Dotson, 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. Council will review a draft of the proposed 2026-2028 Strategic Plan.

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

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Proclamation - Child Abuse Prevention Month - April 2025

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – March 18, 2025

2.2. Board/Commission Minutes

2.2.1. OPU Meeting - February 25, 2025

2.2.2. Human Rights Commission Meeting - February 11, 2025

2.3. Licenses/Permits

2.3.1. Event Permit - NHS Color Run - OHS - May 10, 2025

2.3.2. Retail Fireworks License - Walmart

2.3.3. Tree Trimmer Permits

2.3.4. Exempt Permit - St Mary's School of Owatonna - August 12-14, 2025

2.3.5. Exempt Permit - Sacred Heart Church - August 15-17, 2025

2.4. Miscellaneous

2.4.1. Flock Safety License Plate Reader (LPR)

2.4.2. Professional Services Agreement – 2025 Stormwater Education & Outreach - Clean River Partners

2.4.3. PFAS Source Identification and Reduction Grant - Minnesota Pollution Control Agency

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. First Reading Proposed Ordinance 25-05, Charitable Gambling.

3.2.2. First Reading Proposed Ordinance 25-06: Adopt S-8 Supplement to the 2015 Ordinance Code

3.3. Resolutions:

3.3.1. Resolution 15-25: MnDOT Variance 18th Street SE Trail Extension Project

3.3.2. Resolution 16-25: Requesting Federal Funds for Main Street (CSAH 48) Project

3.4. Miscellaneous

3.4.1. Authorization to Proceed - 2025 CIP Overlay

3.4.2. Authorization to Proceed - 2025 Crack Sealing and Seal Coating Project

3.4.3. 2025 Deer Management Program

4. **STAFF REPORTS**

4.1. Jeff Mundale, Chief of Police

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



Mayor's Proclamation

WHEREAS, children, Minnesota's most precious resource, must be guaranteed their health, well-being and protection; and

WHEREAS, thousands of Minnesota children are affected by child abuse and neglect each year, often causing lasting psychological, emotional, and physical effects; and

WHEREAS, all families can benefit from strong support systems and resources in the face of these challenges, and as parents, friends, neighbors, and fellow human beings, keeping our kids safe is among our highest priorities; and

WHEREAS, although intervening in the lives of these children and their families, preventing abuse and neglect is a shared obligation of everyone in our community; and.

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, our state's enduring commitment to prevent child abuse and neglect demands that individuals and communities partner together to support parents in raising their children in a safe, nurturing society.

NOW, THEREFORE, I, Matt Jessop, Mayor of Owatonna, do hereby proclaim the month of April 2025 as:

Child Abuse Prevention Month

in the city of Owatonna and call upon all individuals and communities to join in the work of uplifting and safeguarding our youngest individuals and ensuring they are limited by nothing but the size of their dreams and the range of their aspirations

Dated: April 1, 2025

By:

Matthew T. Jessop, Mayor





CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes

March 18, 2025 – Draft Copy

On Tuesday, March 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. Mayor Jessop was not in attendance.

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

Consent Agenda Items

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

Minutes – Council Meeting – March 4, 2025

Building Inspection Monthly Report - February 2025

Fire - Monthly Dashboard and Activity Report - February 2025

Police Crime Clock and Statistics - February 2025

Event Permit - National Day of Prayer - May 1, 2025

Event Permit - 0.5k Run - Young Professionals - June 21, 2025

7 Temporary Liquor Licenses - Mineral Springs Brewery

Certificate of Substantial Completion - Fine Screen Building - WWTF Expansion

Professional Services Agreement - SIU Loading Evaluation - Nero Engineering

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.

\$ 22,133.81 Central Farm Service - fleet fuel

57,910.76 Equity Builders & Construction - pay est #2 dome hangar roof replacement

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 Wencil Construction - 23005 Vine Street lot pay est #3
194,661.88 Other Expenditures
\$ 3,701,585.24 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.

Resolution 11-25 Approve Plans and Specifications 2025 Street & Utility Project

Public Works Director Murphy requested approval

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

Resolution 12-25 Personal Property Tax Exemption Request - Steele Energy Station

Public Works Director Murphy requested approval

Council Member Svenby made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval

Resolution 13-25: Minnesota DNR Local Trail Connections

Public Works Director Murphy requested approval

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

Resolution 14-15 Set Public Hearing Date for TIF District 3-18, Sputtering Components

Community Development Director Klecker requested approval

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

WWTF Expansion Change Order #18 - Rice Lake Construction Group

Public Works Director Murphy requested approval

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

WWTF Expansion Change Order #19 - Rice Lake Construction Group

Public Works Director Murphy requested approval

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

18th Street Trail Construction Administration Proposal – WHKS

Public Works Director Murphy requested approval

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

Professional Services Agreement Amendment #1 - Wastewater Treatment Facility Expansion - Nero Engineering

Public Works Director Murphy requested approval

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

Purchase Property - 502 Maple Drive

Community Development Director Klecker requested approval

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

Purchase Lot on Ridge Road

Community Development Director Klecker requested approval

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

Library Roof Condition and Management Study - Adsit Architecture and Planning

Community Development Director Klecker requested approval

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

Proposal for Library Roof Repair - Garlock French Roofing

Community Development Director Klecker requested approval

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

Engineering Services Agreement - PFAS Source Identification - Nero Engineering

Public Works Director Murphy requested approval

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

STAFF COMMENTS

Community Development Director Klecker
Park & Rec Director Dieckmann

PUBLIC COMMENTS

Carol Hackman, 2058 St Paul Road commented
Chad Parrish, 558 East Academy Street commented
Roger Wasek, 646 E Vine commented
Melissa Zimmerman, 2525 Stony Creek Drive, commented

Matt Sennott: 2519 Stony Creek Drive commented 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

MAYOR AND COUNCIL COMMENTS:

Council Member Voss

City Administrator Busse

Council President Raney

At ____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
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Board - Commission Minutes

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Johnson, Vetter and McLane. Also present were Director, Engineering & Field Operations Fenstermacher; City Administrator Busse; Director, Finance & Administration Olson; Director, Information Technologies & Metering Baum; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; OPU employees Lori Jerpbak, Shanda Meier, Roger Noble and Nick Sorensen. Other guests included City Council members Dan Boeke and Don McCann and customer, Roger Wacek.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for any changes to, and/or approval of, the agenda and consent agenda items. The consent agenda consisted of the minutes from the January 23, 2025 meeting as well as the contributed services report as of January 31, 2025. Commissioner Rossi moved to approve the agenda and consent agenda items. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Johnson reported the Finance Committee met, reviewed and approved vouchers totaling \$8,525,981.97 for January 2025. He further reported, net income for all three utilities is above budget. One work order was closed coming in under budget by 19%, one work order was cancelled, 80 work orders remain open.

Personnel Committee - Commissioner Rossi welcomed Nick Sorensen to the OPU team and reported Nick is the new AMI Specialist in the Meter Services Department. He further noted interviews have begun for the position of Energy Conservation/Key Account Officer and recruitment has begun for the position of Director, Finance & Administration that will be open when Dave Olson retires. Mr. Rossi updated the Commission on days without an OSHA recordable and discussed a recent incident.

City Administrator's Report

City Administrator Busse reported city officials visited the State capitol for the Coalition of Greater Minnesota Cities Legislative Action Day. They met with legislators and talked about the importance of local government aid and requested bonding for the Public Safety Center. They stressed the City of Owatonna doesn't come to the state often to ask for assistance and the significant value of this regional facility. Ms. Busse further reported the City had a strategic planning session, and will meet again in March to update the plan and focus areas.

Water Tower #7 Bid Tabulation

Director, Engineering & Field Operations Fenstermacher presented the attached bid tabulation to the Commission, and noted staff is recommending awarding the bid to the evaluated low bidder, Tanksco Inc., in the amount of \$646,000 with a \$15,000 adder for an alternate paint theme. Commissioner Johnson inquired what all is involved. Mr. Fenstermacher noted the bid is for repainting and repairing the inside and outside of the tower. Lead Waterworks Operator, Roger Noble, added more details regarding the items included in the repairs. Commissioner Rossi inquired about the timeline. Mr. Noble replied it is scheduled to be taken out of service in April, after flushing is done and should be done late July. After a brief discussion, Commissioner Rossi moved to award the bid to the evaluated low bidder, Tanksco Inc., in the amount of \$646,000.00 with the adder of \$15,000 for an alternate paint theme. Commissioner Vetter seconded the motion. All Commissioners voting aye, the motion passed.

SMMPA Representative Delegation Change Form

Director, Engineering & Field Operations Fenstermacher noted this form is to change the SMMPA member alternate representative from David Olson to Christian Fenstermacher. Commissioner Rossi moved to sign the form changing the SMMPA alternate representative from Mr. Olson to Mr. Fenstermacher. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

Water Conservation & Emergency Restrictions Program Policy

Director, Engineering & Field Operations Fenstermacher presented a revised Water Conservation & Emergency Restrictions Program policy to the Commission. He noted, staff is not asking for approval at this meeting, just feedback. Mr. Fenstermacher discussed reasons for updating the policy, why the policy matters, and key changes from the existing policy. He also discussed the MN DNR restriction levels and OPU's proposed response to each level including increased tiered water rates. After extensive discussions, the Commission asked staff to make some revisions including verbiage changes, definition inclusions regarding what is considered "irrigation", and removal of the tiered water rates as they tie to the drought phases of the DNR. Commission was in favor of an irrigation schedule tied to intermittent watering and encouraged community education, engagement and the potential creation of incentives. It is important for the DNR to view OPU as trying to conserve as much water as we can, especially if we ever want to ask for a permit to drill a new well. Staff will make revisions and bring the policy to next month's meeting.

General Manager/Staff Reports

Director, Engineering & Field Operations Fenstermacher discussed changes to the 2025 Scorecard noting Workplace Insights have been added and explained the intent is to take near misses, good catches and best practices to the next level beyond just safety.

Director, Information Technologies & Metering Baum reported SMMPA has awarded \$1,000 to each member city to create a scholarship program to help students realize their dreams of getting a higher education. The scholarship program will focus on students intending to attend a trade school.

Executive, Communications & Administration Coordinator Schmoll discussed the creation of a community group to provide feedback to OPU regarding certain topics. She noted more information will be provided as it is developed.

Commission Roundtable

Commissioner Rossi discussed an article in the Owatonna Peoples Press whereby Representative Tom Sexton is asking to end the moratorium on nuclear power plants. Mr. Rossi encouraged attendees to review the HF9 bill that is current in front of the Minnesota House of Representatives.

Commissioner McLane discussed a tour she was on of the OPU facilities and expressed her appreciation of the workers she spoke with and noted how positive and excited they were to show off what they do.

Audience Comments

Roger Wacek, customer, encouraged everyone to call their Council Members to ask about a tour of the Sewage Plant and an explanation of Combined Heat & Power from biogas produced in the digester tank; call County Board members to ask for a repeat of the 2019 Community Education class "Minnesota Goes Green – Recycling & Organics Facility Tour"; and to call the OPU Commissioners to have a tour of St. Paul's Regional Energy Facility. He closed with discussing Minnesota's 100% Carbon Free by 2040 law does nothing to reduce the current unsustainable gasoline consumption. He noted the challenge is to electrify vehicles while maintaining the reliability of the electric grid.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:07 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

Owatonna Human Rights Commission
Minutes – March 11, 2025 – DRAFT

The Owatonna Human Rights Commission (OHRC) met on Tuesday, March 11, 2025, in the Meeting Room of the Charles S. Crandall Center. Vice-Chair Bjore called the meeting to order at 5:31 p.m. Commissioner Hansen took a roll call, present were Commission Members Jessica Bjore, Jennifer Hansen, Sherry Hill, Mustafe Ismael, Julia Seykora and Edgar Esquivel, City Administrator Busse and Administrative Coordinator Clawson. Commissioner Member Jim Gunderson was unable to attend.

Following the Pledge of Allegiance, Commissioner Bjore welcomed everyone to the meeting. Commissioner Hansen made a motion to approve the agenda, Commissioner Hill seconded the motion, and all members present voted aye in approval. During review of the February OHRC Meeting Minutes, Commissioner Bjore requested a correction regarding the OHRC tent, the tent approved and ordered is white with a full-color logo displayed. Commissioner Hansen made a motion for approval with this correction, Commissioner Bjore seconded the motion, and all members present voted aye in approval.

ITEM OF DISCUSSION – 2025 OHRC Activities

- 1) March 18th – HomeTown Credit Union (HTCU) Annual Meeting. Commissioners Gunderson and Bjore plan to attend to receive a \$500 donation requested by HTCU Board Director, Ethan Cords. Other commission members were encouraged to also attend if available.
- 2) April 30th - Owatonna Community Connect at Four Seasons – Commissioner Gunderson reserved a table for OHRC use at this event. Commissioners were asked to review their calendars prior to the April OHRC Meeting for availability at this event.
- 3) Downtown Thursdays – held on the first Thursday of each month during June to September.

Commissioner Bjore commented she may not be able to attend all four sessions.

Commissioner Seykora commented there will be five sessions planned this year; July 24th will be a Downtown Thursday event when the Model-T Convention is in town.

Commissioner Seykora asked how many of five Downtown Thursday events will the OHRC plan to participate in? City Administrator Busse commented that last year, the OHRC participated in only one Downtown Thursday event; OHRC was present at the September event as a kick-off to the 2024 Welcome Week.

Commissioner Hansen commented that tentative plans were to display 6-8 books at each monthly event; but, if OHRC attends only one event, there should be 18-24 books available during this event. She suggested human books be available in one-hour increments between 5-7 pm; five books per hour would require 10 human books be available to check out and an additional 10 books offered by scanning the QR code on the book's poster. She commented that the largest task preparing for this event is to secure the human books, she asked all commissioners commit they ask three or four people be

books and she will share her list of suggested subject matter.

Commissioner Bjore confirmed the tent is ordered and banners will be prepared by Legacy Sign after the tent is received; the banners will be sized to fit within the tent.

4) Welcome Week – Soccer Game

Commission members discussed whether the game should be held at another location and agreed the teams participating prefer to play at Daiken Soccer Fields. Increased promotion of the event to encourage spectators would be easier than finding new teams to participate. City Administrator Busse commented that someone will need to contact the Soccer Association to confirm the availability of Daiken Fields and file an Event Permit. Participant T-shirts and additional plans will be discussed at the next OHRC Meeting.

5) Steele County 2025 Health Fair – September 10th at the Four Seasons Centre. Commission Members were asked to keep this date open; Commissioners Hansen and Bjore will participate with other groups. OHRC participation will be discussed at future meetings when event information is available.

Commissioner's Comments:

Commissioner Hill commented she was tasked to revamp the OHRC Newsletter but prefers to prepare a short article for the local newspaper. She has drafted an article which will be shared with commission members for discussion during the April OHRC Meeting. A copy will also be sent to Deanna Sheely, Communications Manager, the article includes the city's support of the OHRC. She asked if future additional articles could feature other city boards or commissions, City Administrator Busse encouraged her to promote the OHRC activities.

Administrative Coordinator Clawson commented that the application for commission/board openings will be posted on the city's website within the next few weeks. Mayor Jessop is contacting current members whose terms expire this year and are eligible for reappointment if they wish to continue to serve. The application will be posted when confirmed which boards have current openings.

ADJOURNMENT

At 6:28 p.m., Commissioner Seykora made a motion to adjourn, Commissioner Hill seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, April 8th at 5:30 pm.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
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Licenses Permits

EP-25-7

Events Permit

Application

Status: Active

Submitted On: 3/13/2025

Primary Location

No location

Owner

No owner information

Applicant

Mitch Dinse



507-213-3355



mdinse1@isd761.org



1455 SE 18th St.

Owatonna, Minnesota 55060

Event Information**Event Name**Owatonna High School National Honor
Society Color Run**Event Contact***

Mitch Dinse

Location of Event*

Owatonna High School

Description of Event* ?

The National Honor Society at the Owatonna High School is hosting its 3rd annual Color Walk/Run, raising funds for Community Pathways of Steele County.

Event Set Up Date

05/10/2025

Event Set Up Time* ?

6:00 am

Actual Event Date*

05/10/2025

Actual Event Time* ?

9:00 am

Clean Up Date*

05/10/2025

Clean Up Time ?

12:00 pm

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

Postponed

Reschedule Date

05/17/2025

Estimated Attendance* ?

350

Application Information

Sponsoring Organization Name*

Owatonna High School National Honor Society

Mailing Address*

1455 SE 18th St

City*

Owatonna

State*

Minnesota

Zip*

55060

Website Address*

isd761.org

Primary Contact

Name*

Mitch Dinse

Phone Number*

507-444-8951

Cell Phone

507-213-3355

Email Address*

mdinse1@isd761.org

Primary On-site Contact

Name*

Mitch Dinse

Cell Phone*

507-213-3355

Alternate On-site Contact

Name*

Jacob Kringen

Cell Phone*

605-496-6420

Refer Media or Citizen Inquiries To:

Name*

Mitch Dinse

Phone*

507-213-3355

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

9:00 am - 11:00 am

Date*

05/10/2025

Name of Requested Street(s)*

18th st., Fieldstone Ave, Se, 22nd St.,
Truman Avenue, Havana Road, Hayes
Ave, 14th St. SE

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

8:00 am - 12:00 pm

Date*

05/10/2025

Public Parking Lots or Spaces*

Yes

Start/End Time*

6:00 am - 12:00 pm

Date*

05/10/2025

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

Small yard signs along the run/walk route. Probably around 50 in total to guide participants.

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

Yes

Type*

Portable PA System at OHS

Hours*

8:00 am - 12:00 pm

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

20' x 10' - The school district's portable stage at OHS

Fees may apply. No staking without approval.

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*

A few regular 110 volt outlets at OHS.

Describe level of advertisement* ?

The National Honor Society students will be working with local media outlets as well as our district's event communications to advertise.

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

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*

Our main area will be at the Owatonna High School where we will have custodial staff and our NHS team present to pick up any garbage that may accumulate and disspose of it as needed.

Will event need traffic control?*

Yes

Contact Owatonna Police Department for assistance, 507-451-8232

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

We will have multiple coordinators on site to help ensure the safe and effective nature of our event. We will have multiple people out on the race course in safety vests to aid runners and walkers participating in the event as well as at driveway enterances, and stationed elsewhere throughout the event.

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?*

We will be monitoring the weather closely in the days leading up to the event and make a postponement call the evening before if the weather looks questionable.

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

Name*

Mitch Dinse

Phone Number*

507-444-8951

Email*

mdinse1@isd761.org

List any other pertinent information

With this event being a color run, we are only going to plan on throwing color on the high school and Lincoln Elementary School sites (unless we are able to set up other color stations elsewhere). We will not be throwing color as racers are traveling through the side streets and neighborhoods unless given permission. All the color will be a powder form of washable chalk that will wash off of surfaces during the next rainfall event. We have staff members from OHS available for supervision at both color throwing sites to ensure clean up is taken care of properly and promptly. We will also have race pacers leading the runners/walkers as well as following the last runners/walker.

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*

✓ Mitchell R. Dinse
Mar 13, 2025

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

Approved with no comment.

🔒 Park & Rec. Department Approval / Comments / Notes

Approved, no impact on Park & Rec.

Police Department Approval / Comments / Notes

Approved. We can manage the traffic control with on-duty stuff. No OT impact.

Contact Captain Tracy DuChene to discuss traffic control needs. - 507- 774-7192.

Public Works Department Approval / Comments / Notes

Approved, no items requested from Public Works

Building & Inspection

Approved with no comment.

Date to Council

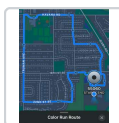
— Consent Agenda Item - April 1, 2025 Council Meeting.

Council Notes

Items Needed

Run begins/ends at OHS, Request use of streets & sidewalks between OHS & Lincoln School; OHS & Lincoln School will be used as color sites. Also request assistance for traffic control from the Police Department.

Attachments

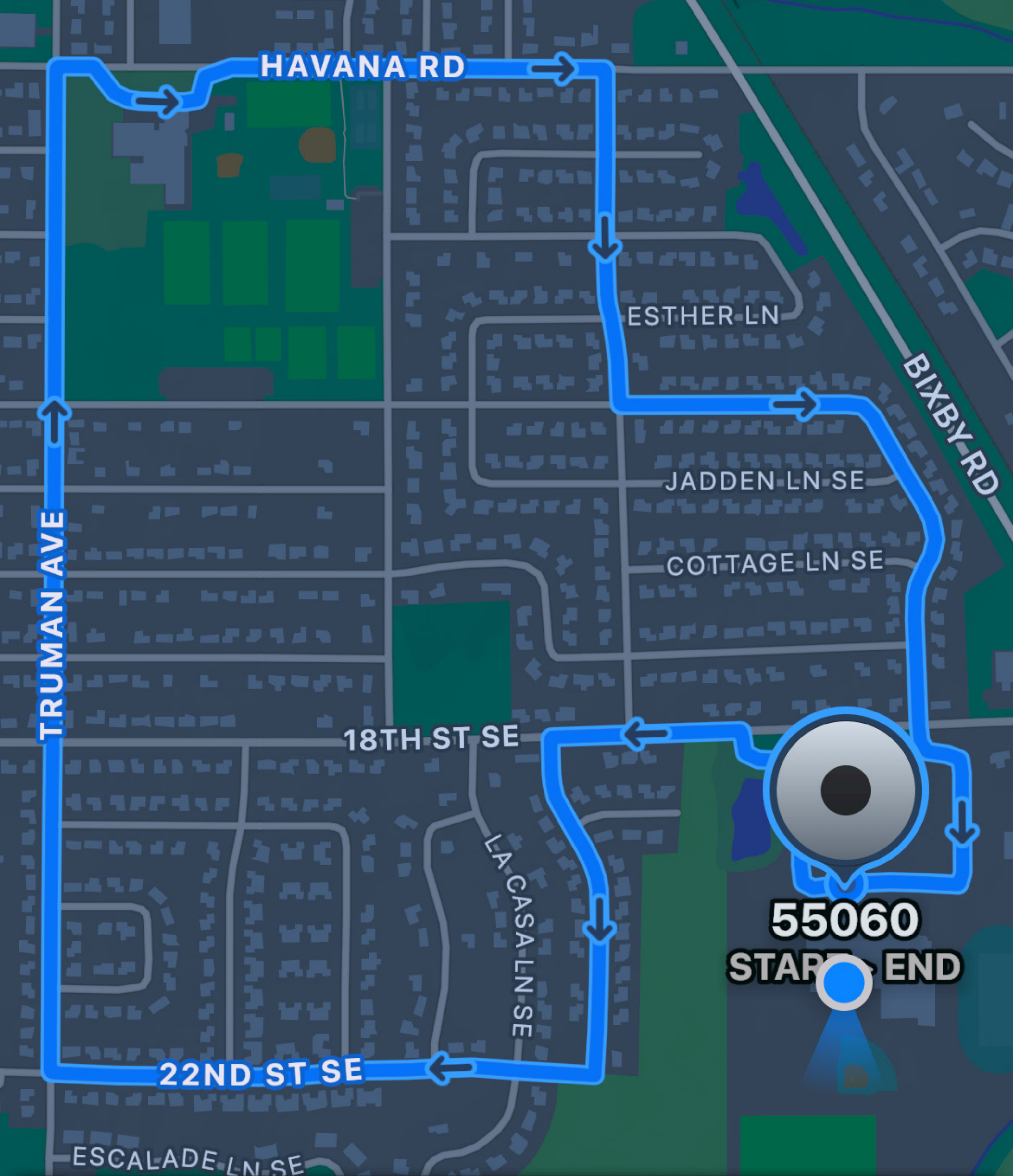


Site Plan

IMG_1276.jpeg

Uploaded by Mitch Dinse on Mar 13, 2025 at 12:21 PM

REQUIRED



Color Run Route





DATE: April 1, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Walmart

Purpose:

Standard retail fireworks license for Walmart for 2025.

Background:

This is a standard retail fireworks license application for Walmart for 2025.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$100.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Walmart Fireworks Application



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Ed Hoffman
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant WALMART #982

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 1130 W Frontage Rd Owatonna, MN 55060

Phone Number 507-455-0049 Hours of operation 6 AM - 11 PM

Street Address of premises to be licensed 1130 W Frontage Rd Owatonna, MN 55060

Zoning District of licensed premises _____

Are all real estate and personal property taxes that are due and payable for the premises paid? ____ YES ____ NO

Does applicant own the business premises? X YES ____ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities _____

Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises Tabby DeLeeuw

Address 1130 W Frontage Rd Owatonna, MN 55060

Phone Number 507-455-0049

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.

Tabby DeLeeuw
Signature of Applicant

3-20-2025
Date

TNT® FIREWORKS

Site Plan Worksheet

ADDRESS 1130 W Frontage Rd Owatonna, Mn 55060

CITY Owatonna STATE MN ZIP 55060 PHONE 507-455-0049

STORE NAME / LOCATION # Wal-Mart 982

TYPE OF EVENT: In-store sales of state-approved fireworks

NORTH

See Attached

SOUTH

SPECIAL INSTRUCTIONS

SIGNATURE

[Signature]

STORE MANAGER / TNT® Representative

DATE

3/20/25

Modular Domestic
Modular Domestic

Beach

Fire ----->
Extinguisher

20 Ft Fireworks

20 Ft Fireworks

Front of
Store
GM
Entrance
West Side

Fireworks

Fireworks

Fireworks

Ketchup	Ranch	BBQ Sauc	Bak Beans	Pickles	GV Buns
484	484	484	492	492	492

Fire ----->
Extinguisher

20 Ft Fire Works

Fire ----->
Extinguisher

20 Ft Fire Works

20 Ft Fire Works

Multiple locations if unable to put in original spot



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Tree Trimmer Permits

Purpose:

Council to approve applications received for Tree Trimmer Permits.

Background:

The City Code considers it "unlawful for any person to cut, trim, prune, remove, spray or otherwise treat trees, shrubs or vines which are located on or extend over any public street, boulevard, park or other public place, for another, without a license therefor." The City's Tree Trimmer Permits expire March 31st each year. Renewal requests were received from:

Boyum Tree Service, LLC, Owatonna
Carr's Tree Service Inc., Ottertail
Dave's Tree Care, Owatonna
From the Ground Up, Owatonna
Albert Lea & Austin Tree Service, Masters, LLC, Hollandale
Carstens Properties, Austin
Johnson Construction & Tree, Austin

A new application was received from Clark Johnson, Twin City Tree Authority, Lakeville.

Applications include payment of the annual permit fee and required insurance.

Budget Impact:

An annual Tree Trimmer's Permit is \$50.00.

Staff Recommendation:

Staff recommends approval of these permit applications.

Attachments:

None

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. Mary's School of Owatonna

Previous Gambling Permit Number: X-74007

Minnesota Tax ID

Federal Employer ID

Number, if any: _____

Number (FEIN), if any: 41-0744379

Mailing Address: 730 South Cedar Ave.

City: Owatonna State: MN Zip: 55060 County: Steele

Name of Chief Executive Officer (CEO): Von Petersen

CEO Daytime Phone: 612-600-3290 CEO Email: vonpetersen@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): clembke@stmarys-owatonna.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Steele County Free Fair

Physical Address (do not use P.O. box): 1525 South Cedar Ave.

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 12-14, 2025

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clawson

Title: Adm. Coordinator Date: 3/28/25

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Vonp Date: 03/26/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Von Petersen

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization

Name: Sacred Heart Church

Previous Gambling

Permit Number: X- 3331

Minnesota Tax ID

Number, if any: _____

Federal Employer ID

Number (FEIN), if any: _____

Mailing Address: 810 South Cedar Ave.

City: Owatonna

State: MN

Zip: 55060

County: Steele

Name of Chief Executive Officer (CEO): Msgr. Cook

CEO Daytime Phone: 507-451-1588

CEO Email: pastor@sacredheartowatonna.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): clembke@stmarys-owatonna.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☒ Religious

☐ Veterans

☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Steele County Free Fair

Physical Address (do not use P.O. box): 1525 South Cedar Ave.

Check one:

☒ City: Owatonna

Zip: 55060

County: Steele

☐ Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 15-17, 2025

Check each type of gambling activity that your organization will conduct:

☒ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: Owatonna

Signature of City Personnel:

Title: Admin Coordinator Date: 3/28/25

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

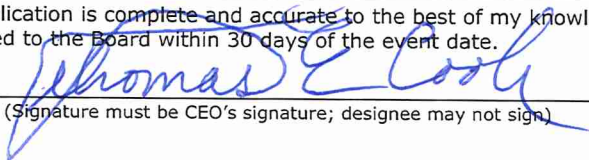
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 20 March 2025
(Signature must be CEO's signature; designee may not sign)

Print Name: Msgr. Cook**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



CITY OF
OWATONNA

Miscellaneous



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Flock Safety License Plate Reader (LPR)

Purpose:

Seeking council approval to enter into an agreement and installation of Flock Safety's License Plate Reader technology.

Background:

Flock Safety is a US-based company that provides computer vision-enabled video surveillance technology for law enforcement and other public and private sectors to increase community, business and school safety. Most known by law enforcement for their license plate readers (LPR), gunshot detectors and real-time video cameras.

The City of Owatonna Police Department is seeking approval of Flock's LPR system. LPRs are not traffic cameras but will serve as a force multiplier by directing law enforcement resources to areas based upon LPR alerts. An alert could include a National Crime Information Center (NCIC) wanted person or a missing and endangered person in the National Center for Missing and Exploited Children (NCMEC) database. Flock's LPR cameras capture registration and vehicle details. They do not capture personal identification characteristics. LPRs also provide alerts on stolen cars, stolen license plates, revoked, suspended and canceled drivers and an agency's "hot list". An agency can establish a "hot list" to assist in locating and identifying vehicles associated with vehicles and persons for unsolved crimes - even with partial license plates or vehicle descriptions.

By joining Flock Safety, agencies can leverage a network of LPR databases throughout Minnesota and the nation. Currently, Minnesota has 53 agencies on Flock's LPR system.

LPR data is owned by the Police Department and stored in a secure government-approved cloud. LPR data is classified as private data - nonpublic data on individuals. Data is subject to the agency's records retention schedule. LPR technology is designed with privacy, accountability and transparency. A department policy and biennial audit is required. LPR data this is public and will be available on the department's web page. The Police Department is seeking approval for eight LPR cameras.

Budget Impact:

\$24,000.00 annual subscription. Flock to waive the \$1,200.00 installation charge shown in their quote.

Staff Recommendation:

Staff recommend approval for Flock Safety LPR technology.

Attachments:

1. MN - Owatonna PD - Law Enforcement Agreement

Flock Safety + MN - Owatonna PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138



EXHIBIT A
ORDER FORM

Customer: MN - Owatonna PD
Legal Entity Name: MN - Owatonna PD
Accounts Payable Email:
Address: 204 E Pearl St Owatonna, Minnesota 55060

Initial Term: 12 Months
Renewal Term: 12 Months
Payment Terms: Net 30
Billing Frequency: Semiannual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$24,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00

Subtotal Year 1: \$25,200.00
Annual Recurring Subtotal: \$24,000.00
Estimated Tax: \$0.00
Contract Total: \$25,200.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Owatonna PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement – 2025 Stormwater Education & Outreach - Clean River Partners

Purpose:

Requesting City Council approval of an agreement with Clean River Partners (CRP) to provide education and outreach services.

Background:

The City's Municipal Separate Storm Sewer System (MS4) Permit requires the City to provide routine stormwater and water quality related education, outreach, and public involvement programs and opportunities on an annual basis. Activities and tasks identified in this Scope of Services will be used to meet these MPCA permit requirements and included in mandatory annual reporting. An informed and educated community greatly reduces future capital expenditures related to storm system maintenance and restoration of water quality through prevention and best management practices.

Budget Impact:

The total cost of the services is \$9,734.00, included in the 2025 Stormwater budget, and paid for by the Stormwater Utility Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Professional Services Agreement - Clean River Partners 2025 Stormwater Education and Outreach



Services Agreement

This is a Services Agreement ("Agreement") dated as of April 1, 2025, between the City of Owatonna (Client) and Clean River Partners (CRP).

Background

Client is a local government unit in the State of Minnesota. The Client's mission is to create a better tomorrow where our community feels safe and supported. The Client has responsibilities to educate its public on stormwater pollution prevention and wishes to obtain services and materials from CRP on the basis set out in this Agreement.

Client's lead contact for this Agreement is Bradley Rademacher, bradley.rademacher@owatonna.gov or his successor.

CRP is a nonprofit organization in the State of Minnesota. CRP's mission is to help people and organizations value, protect, and improve the Cannon River Watershed's land and water. CRP has expertise in formal and informal education about water quality, land use, and water protection.

CRP's lead contact for this Agreement is Heron Mahr, heron@cleanriverpartners.org or their successor.

1. Services

1.1 Scope

CRP will perform services ("Services") for Client as set out in, and program elements are described in, the Scope of Services ("SOS") attached as Exhibit A.

1.2 Timeframe

CRP will perform the Services, and the Agreement will be effective, during the period stated in the SOS.

1.3 Compensation

Payment for the Services and reimbursements for CRP expenses will be billed at the end of each quarter of the calendar year at the rates set forth in the SOS.

1.4 Scope Changes

If Client requests services from CRP outside the parameters set forth in this agreement, or if Client and CRP otherwise wish to modify the activities contemplated by the SOS, CRP will submit to Client a written Change Order, in the form of Exhibit B, describing the additional or modified Services to be performed and the additional fees, if any, associated with such Services. Client will decide whether or not to approve the additional Services. CRP will not perform any Service not authorized by Client in the SOS or approved Change Order.

2. Relationship

2.1 Independent Entities

CRP is an independent contractor and is solely responsible for performing the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither CRP nor Client have the power or authority to bind or obligate the other to a third party or commitment in any manner. Client and CRP will each have sole responsibility for its own employees and for the planning, management, and implementation of its own activities relating to the Services.

2.2 External Communication

CRP may identify Client as a client in internal and external communications, including on CRP's website and in CRP's outreach materials.

2.3 CRP Relationships with Other Clients

Client acknowledges that Client provides stormwater pollution prevention services in other locations throughout the region, that such services are similar to the services CRP will provide under this Agreement, and that such services CRP provides elsewhere may result in preparation of materials that are similar to the Materials.

3. Materials and Marks

3.1 Ownership of Materials and Marks

CRP retains and will own all right, title, and interest in and to all Materials and Marks prepared for this agreement and the SOS. Client acknowledges that the Services and Materials provided under this Agreement are proprietary to CRP and that no Materials will be deemed a work for hire.

3.2 Copyright and other Legal Rights

Client acknowledges that all Materials, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously created by CRP or created or produced for the first time by CRP in the performance of its obligations under this Agreement, and all CRP Marks, are protected by laws relating to intellectual property. Such laws include, without limitation, United States and state copyright, trade dress, patent, and trademark laws, international conventions, and other applicable laws. Client will not obscure or remove any copyright, trademark, or other proprietary-rights notices on or from Materials, and will reproduce all such notices on any authorized copies of Materials.

4. Indemnification

4.1 Indemnification of Client

CRP will defend, indemnify and hold Client and Client's directors, officers, employees, agents, and assigns (collectively, "Client Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) CRP's performance of activities under or breach of this Agreement; (ii) CRP's negligence or willful misconduct; or (iii) any claims against Client by CRP employees or subcontractors. CRP will have no obligation to indemnify Client to the extent the liability is caused by Client's gross negligence or willful misconduct.

4.2 Indemnification of CRP

Client will defend, indemnify, and hold CRP and CRP's directors, officers, employees, agents, and assigns (collectively, "CRP Parties") harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Client's performance of activities under or breach of this Agreement; (ii) Client's negligence or willful misconduct; [or (iii) any claims against CRP by Client employees, subcontractors, students, or parents. Client will have no obligation to indemnify CRP to the extent the liability is caused by CRP's gross negligence or willful misconduct.

5. Limitation of Liability

5.1 Limitation of Liability

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will CRP or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable for any special indirect, incidental, consequential, punitive or exemplary damages (including without limitation, loss of goodwill, or cost of cover) arising out of or relating to this Agreement, even if CRP or CRP's authorized representative has been advised of the possibility of such damages. In no event will the total aggregate liability of CRP to any person arising out of or relating to this agreement exceed the total amounts paid to CRP under this Agreement in the twelve (12) months prior to the event or circumstances giving rise to such liability.

6. Term and Termination

6.1 Expiration

This Agreement will terminate at the end of the time period set out in the SOS.

6.2 Mutual Agreement

This Agreement may be terminated by a writing signed by both CRP and Client that states their intent to terminate this Agreement and the date upon which such termination will take effect.

6.3 Termination on Notice

Either CRP or Client may on its own terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective forty-five (45) days after delivery of the notice by the terminating organization. If Client terminates the Agreement under this Section 7.3, Client will pay CRP for work then in progress as invoiced by CRP, and any previous work completed by CRP prior to the termination date for which payment is still outstanding. Client will pay such amounts within 30 days of receipt of invoice from CRP.

6.4 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party

of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

6.5 Immediate Termination

Notwithstanding anything in this Agreement to the contrary, either CRP or Client may immediately terminate this Agreement by giving written notice to the non-terminating party if the non-terminating party commences any proceeding under any bankruptcy or insolvency law, dissolves, liquidates, or ceases to engage in its operations. Such a termination will be effective upon receipt of notice by the non-terminating party.

7. General Provisions

7.1 Entire Agreement; Amendment

This Agreement, together with the SOS and any Change Orders, represents the final and exclusive agreement between Client and CRP regarding CRP's provision of Services to Client. This Agreement may be changed only as described in a written document signed by Client and CRP which refers specifically to this Agreement and says that it is changing this Agreement. Any modifications to the SOS must be made through a Change Order signed by Client and CRP..

7.2 Severability; Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 Compliance with Law

In engaging in the working relationship contemplated by this Agreement, each of CRP and Client will comply with applicable laws including, without limitation, laws relating to student data collection, security, use, disclosure, and privacy.

7.4 Assignment

CRP may not assign its rights or obligations under this Agreement to anyone else without the prior written consent of Client, except that CRP may assign all of its rights and obligations under this Agreement without Client's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

7.5 Third Party Beneficiaries

Except as specifically provided in Sections 4.1 and 4.2, this Agreement is for the exclusive benefit of Client and CRP, and not for the benefit of any third party including, without limitation, any employee, affiliate, or vendor of Client or CRP.

7.6 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to CRP and Client by mail, courier, or email to the lead contact persons identified in the SOS.

7.7 Force Majeure

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at training sites; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

7.8 Governing Law

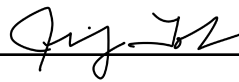
This Agreement is governed by Minnesota law. CRP and Client consent to the exclusive jurisdiction of the state and federal courts for Steele County, Minnesota.

7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * *

CRP

Signature: 

Jennifer Tonko, Executive Director

Date: 03/25/2025

Client

Signature: _____

Name, Title: _____

Date: _____

City of Owatonna Stormwater Pollution Prevention Education & Outreach					Exhibit A	
Scope of Services						
April 2025 - December 2025						
Subject to the terms of the CONTRACT, Clean River Partners shall perform the following services:						
Task	Description	Deliverables	Goals	Completion Date	CRP Rates	Cost
A. Stormwater Pollution Prevention Activities						
1	Plan, coordinate, staff, and deliver educational stormwater pollution prevention programming for 4th and 5th grade classes in Owatonna (the Clean River Rangers Program).	Date of events. Digital copies of photos taken. Estimation of event attendance. Digital copies and quantity of stormwater pollution prevention educational materials distributed. Summary of program evaluation and effectiveness. Quantity of Clean River Rangers badges awarded.	Present to x-xx classrooms.	December 2025	30 hours of staff time for planning, adjusting curriculum, scheduling with schools, badge ceremony (30hours@\$70/hour=\$2100) 2 hours/classroom for delivery (2hours@\$70/hour=\$140/classroom) program supplies, printing, and mileage variable depending on number of classrooms/students served--probably \$1000-\$1500.	4 classrooms: \$3,660
3	Volunteer education and outreach activities to include one or more of the following: storm drain stenciling or decal application, door hanger campaign, litter pickup, or other activities approved by City of Owatonna staff. Recruit participants and complete 2-4 events. Stenciling/decal sites will be review by City of Owatonna staff.	Dates of events. Digital copies of photos taken. Estimated attendance. Summary of program evaluation and effectiveness. Stormwater survey results.	Increase awareness of and knowledge about storm drains and how stormwater affects the broader environment.	November 2025	12 hours staff time per event (includes planning, coordination, travel, and event) \$750-1,500 for decals \$250-500 for door hangers (the estimates for decals and door hangers might be a little high--I need to double-check these with Heron) \$.70/mile for mileage (60 miles round trip)	2 events: \$2,764
4	Sponsorship of CRP's Watershed-Wide Cleanup for Owatonna site(s). City of Owatonna will be a "Level Three" supporter of the event. CRP will invest staff time to recruit additional Owatonna community members and groups to take part in this event in 2025. Cleanup site leaders will receive stormwater pollution prevention information and be asked to share it with participants. City logo to appear on event materials.	Date of event. Digital copies of photos taken at Owatonna site(s). Total event participation and number of participants at Owatonna site(s). Summary of event evaluation and effectiveness. Digital copies of publicity materials.	N/A	October 2025	14 hours recruiting etc.	\$1,000
7	Rain garden workshop(s)	Dates of events. Digital copies of promotional materials. Digital copies of any photos taken. Copy of workshop outline. Number of participants. Summary of event evaluation and effectiveness.	Build rain garden planning/implementation skills for participants. Build awareness of available rebates/cost-share with City.	December 2025	12 hours staff time each	\$1,050 each
10	Administer and manage all CRP aspects of the contract.		N/A	December 2025	18 staff hours	\$1,260
					TOTAL:	\$9,734



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: PFAS Source Identification and Reduction Grant - Minnesota Pollution Control Agency

Purpose:

Requesting City Council acceptance of a PFAS Source Identification and Reduction Grant from the Minnesota Pollution Control Agency.

Background:

Minnesota passed a number of laws in the past few years to reduce the use of PFAS in industry and consumer products. To comply with state regulations and limit the industrial use and eventual human consumption of PFAS, the City of Owatonna has been working with Nero Engineering to prepare a plan to minimize PFAS, completed in June 2024, and is now implementing the PFAS Minimization Plan by identifying PFAS sources. Additional work and expenses are anticipated as the City continues to work towards PFAS reduction and securing this grant will assist in paying for this work.

Budget Impact:

The City will be reimbursed for all qualifying expenses related to the PFAS Identification and Reduction Project, up to \$75,000.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Minnesota Pollution Control Agency - PFAS Source Identification and Reduction Grant



Grant Agreement

State of Minnesota

Doc Type: Contract/Grant

SWIFT Contract Number: 262364

Agency Interest ID: 193299

Activity ID: PRO20240001

This Grant Agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **City of Owatonna**, 540 West Hills Circle, Owatonna, MN 55060 ("Grantee" or "City").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The City is authorized to enter into this grant under Minn. Stat. § 412.211.
3. The State and City are in need of the **City of Owatonna Perfluoroalkyl Substances (PFAS) Source Identification and Reduction Project** (project).
4. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 Effective date: January 23, 2025**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 Expiration date: December 18, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The City will conduct an investigative process to identify potential PFAS polluters. The preliminary source identification strategy is as follows:

- Contact businesses and industries to discuss their operations and determine potential PFAS sources entering the sewer.
- Encourage businesses and industries to complete the PFAS screening tool and use the resources provided by MNTAP.
- Develop sampling strategy as a result of the information gathered by City and through the MNTAP survey that focus on the highest risk sewer sheds. Potential sampling approach is listed below but could change based on the information received:
 - Sample a residential sewer shed for baseline comparison.
 - Sample strategic lift stations or manholes with sewer sheds in industrial areas that include identified

PFAS Businesses and City SIUs.

- Sample individual business and industry.
- Sample Steele County Landfill leachate.

The City will meet the reporting requirements as outlined in Clause 4.5 below.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) Compensation.** The MPCA will reimburse the Grantee according to approved invoices relating to the duties listed in Clause 2. The MPCA will review the expense documentation submitted by the Grantee for the costs and will reimburse the Grantee for reasonable and necessary expenditures, as determined by the MPCA. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services. Costs associated with plan development and preparation are limited to \$75,000.
- (b) Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will be provided to meet the duties listed in Clause 2; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents)**.

4.2 Payment

- (a) Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to date may be submitted as frequently as monthly. The first invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a final report has been submitted to the State's Authorized Representative. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Invoice number
- Invoice date
- Paid in full receipts

- MPCA project manager
- SWIFT Contract No.
- Invoicing period (actual working period)
- Prevailing Wage documentation

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41 through 177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

4.4 Prevailing Wage

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment A**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment A**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and the MPCA Authorized Representative.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>.

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <https://www.revenue.state.mn.us/construction-contracts-state-or-local-government-agencies>.

4.5 Reporting Requirements

Grantee is required to submit a final report that includes, but is not limited to, a detailed summary of activities completed, estimated and actual concentrations of PFAS identified and/or removed, and overall results of the project once completed. The final report is due 90 days after completion of the activities, or by the expiration date of this agreement, whichever occurs first. Final 10% (ten percent) reimbursement of the grant funding will be held until the report is received by the MPCA.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative/MPCA's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative/Project Manager is **Austin Dehn**, 525 Lake Avenue South, Suite 400, Duluth, MN 55802, 218-302-6683, austin.dehn@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative is **Andrew Fischer**, 540 West Hills Circle, Owatonna, MN 55060, 507-444-2452, andrew.fischer@owatonna.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement Complete

- 7.1 Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 Change orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.5 Grant agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

- 10.1 Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

(a) Intellectual property rights. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and

retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

13.1 Termination by the State.

- (a) **Without Cause.** The State may immediately terminate this grant agreement without cause, upon 30-days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- (b) **With Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.2 Termination by The Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

13.3 Termination for insufficient funding. The State may immediately terminate this grant agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14. Data Disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15. Payment to subcontractors (if applicable)

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by

the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16. Publicity and Endorsement

16.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.



CITY OF
OWATONNA

Finance Report

RECAP:

\$	23,175.00	Electric Pump Inc - Riverwood lift station replacement pumps
	31,041.00	League of MN Cities Ins Trust - SCDIU Property/Causality coverage insurance premium
	22,437.35	Owatonna Area Chamber of Commerce - Lodging Tax Aug-Sept
		- Lodging tax December 2024 - \$2,162.57
		- Lodging tax January 2025 - \$20,274.78
	55,352.76	Owatonna Motor Co - 2025 Ford F150 - WWTP - \$55,188.96
		- 2025 Ford F150 - WWTP - \$55,188.96
		- misc. parts/supplies \$163.80
	59,135.00	Ramy Turf Products - Bowie Victor Hydro seeder - Stormwater
	155,042.98	Southeast Service Cooperative - March 2025 health ins premiums
	22,688.34	US Bank - Entire organization monthly credit card purchases Jan/Feb 2025
	<u>171,113.33</u>	OTHER EXPENDITURES
\$	539,985.76	SUBTOTAL
	<u>102,761.00</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$	<u><u>642,746.76</u></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					
382263	03/20/25	CLOVER CONNECT	259.50	R	Wire Transfer
382264	03/20/25	GLOBAL PAYMENTS INTEGRATED	6,636.58	R	Wire Transfer
382265	03/20/25	MN DEPT OF LABOR AND INDUSTRY	1,248.53	R	Wire Transfer
382266	03/20/25	MN DEPT OF REVENUE	1,763.01	R	Wire Transfer
382267	03/20/25	PAYMENTECH	25.00	R	Wire Transfer
382268	03/20/25	SOUTHEAST SERVICE COOPERATIVE	155,042.98	R	Wire Transfer
382269	03/20/25	US BANK	22,688.34	R	Wire Transfer
382270	03/20/25	WEX BANK	1,489.43	R	Wire Transfer
382271	03/20/25	WEX HEALTH INC	357.50	R	Wire Transfer
382272	03/25/25	ALEX AIR APPARATUS, INC	200.49	0	Regular
382273	03/25/25	ALEXANDER LUMBER COMPANY	2,128.73	0	Regular
382274	03/25/25	AMERICAN RED CROSS	282.00	0	Regular
382275	03/25/25	APG MEDIA OF SO MINNESOTA LLC	123.75	0	Regular
382276	03/25/25	ASPEN MILLS INCORPORATED	149.31	0	Regular
382277	03/25/25	AVFUEL CORPORATION	16,340.37	R	ACH
382278	03/25/25	AWARDS DIRECT INC	531.61	0	Regular
382279	03/25/25	BAKER & TAYLOR BOOKS	911.38	R	ACH
382280	03/25/25	BENJAMIN METCALF	18.36	0	Regular
382281	03/25/25	BENJAMIN R JOHNSON	17.85	0	Regular
382282	03/25/25	CAVALIER COACHES INC	795.00	0	Regular
382283	03/25/25	CEMSTONE PRODUCTS CO	735.31	0	Regular
382284	03/25/25	CENTRAL FARM SERVICE	14.08	0	Regular
382285	03/25/25	CLAREYS SAFETY EQUIPMENT	238.00	R	ACH
382286	03/25/25	CORPORATE RECOGNITION	215.91	R	ACH
382287	03/25/25	CUSTOM COMMUNICATIONS INC	2,809.03	0	Regular
382288	03/25/25	DELL MARKETING LP	866.50	R	ACH
382289	03/25/25	DENISE STEWART	445.89	0	Regular
382290	03/25/25	DEZURIK INC	6,063.67	0	Regular
382291	03/25/25	ELECTRIC PUMP INC	23,175.00	R	ACH
382292	03/25/25	ENVIRONMENTAL EQUIP & SERV INC	6,600.00	0	Regular
382293	03/25/25	FERGUSON ENTERPRISES#1658,1657	85.93	R	ACH
382294	03/25/25	FIRST SUPPLY OWATONNA	483.86	R	ACH
382295	03/25/25	FLAHERTY & HOOD PA	902.50	R	ACH
382296	03/25/25	FOUR SEASONS ELECTRIC	2,269.21	R	ACH
382297	03/25/25	FROM THE GROUND UP LLC	5,588.17	R	ACH
382298	03/25/25	GENUINE PARTS COMPANY	370.28	0	Regular
382299	03/25/25	HAWKINS INC	9,803.14	R	ACH
382300	03/25/25	HEIMAN INC	226.17	R	ACH
382301	03/25/25	HILLYARD INC	457.42	0	Regular
382302	03/25/25	IFACS	454.33	R	ACH
382303	03/25/25	INFO USA MARKETING INC	1,745.00	0	Regular
382304	03/25/25	INNOVATIVE OFFICE SOLUTIONS	38.35	0	Regular
382305	03/25/25	INSTY PRINTS	207.54	0	Regular
382306	03/25/25	KATOM RESTAURANT SUPPLY INC	1,338.99	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382307	03/25/25	KENDELL DOORS & HARDWARE INC	87.10	R	ACH
382308	03/25/25	LAWSON AUTOMOTIVE LLC	299.80	R	ACH
382309	03/25/25	LAWSON PRODUCTS	74.94	0	Regular
382310	03/25/25	LEAGUE OF MN CITIES INS TRUST	31,041.00	0	Regular
382311	03/25/25	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
382312	03/25/25	MANKE'S OUTDOOR EQUIP & APPL	65.27	R	ACH
382313	03/25/25	MCMASTER-CARR SUPPLY CO	55.74	R	ACH
382314	03/25/25	METRONET SYSTEMS HOLDINGS LLC	1,873.27	R	ACH
382315	03/25/25	MIDWEST TAPE LLC	1,465.34	R	ACH
382316	03/25/25	MN LAW ENFORCE EXPLORER ASSN	7,095.00	0	Regular
382317	03/25/25	MN RECREATION & PARK ASSN	175.00	R	ACH
382318	03/25/25	MOTION PICTURE LICENSING CORP	286.96	0	Regular
382319	03/25/25	MTI DISTRIBUTING INC	8,252.14	R	ACH
382320	03/25/25	NAPA AUTO PARTS	2,000.67	0	Regular
382321	03/25/25	NEAR NORTH TITLE GROUP	100.00	0	Regular
382322	03/25/25	OAK GLENN	868.94	R	ACH
382323	03/25/25	OLYMPIC FIRE PROTECTION CORP	1,577.06	R	ACH
382324	03/25/25	OWATONNA AREA CHAMBER OF COMM	22,437.35	0	Regular
382325	03/25/25	OWATONNA HEATING & COOLING INC	32.00	R	ACH
382326	03/25/25	OWATONNA MOTOR COMPANY	55,352.76	0	Regular
382327	03/25/25	OWT HARDWARE	265.46	0	Regular
382328	03/25/25	PAAPE COMPANIES INC	16,155.00	0	Regular
382329	03/25/25	PIONEER MANUFACTURING COMPANY	460.08	R	ACH
382330	03/25/25	PLUNKETT'S PEST CONTROL INC	375.00	R	ACH
382331	03/25/25	POLYDYNE INC	11,868.00	R	ACH
382332	03/25/25	PRECISION LINING & SEWER LLC	2,156.00	R	ACH
382333	03/25/25	RAMY TURF PRODUCTS	59,135.00	0	Regular
382334	03/25/25	REINDERS INC	743.76	R	ACH
382335	03/25/25	RENT N SAVE PORTABLE SERVICES	435.00	R	ACH
382336	03/25/25	RONCO ENGINEERING SALES	179.76	R	ACH
382337	03/25/25	SAFETY AND SECURITY	710.00	0	Regular
382338	03/25/25	SCHWICKERT'S TECTA AMERICA LLC	2,272.22	R	ACH
382339	03/25/25	SENIORPLACE INC	453.00	0	Regular
382340	03/25/25	SHERWIN WILLIAMS COMPANY	367.54	0	Regular
382341	03/25/25	SHI INTERNATIONAL CORP	4,170.59	0	Regular
382342	03/25/25	SHORT ELLIOTT HENDRICKSON INC	7,418.90	R	ACH
382343	03/25/25	SHRED RIGHT	54.65	R	ACH
382344	03/25/25	SIGN PRO OF OWATONNA	923.00	R	ACH
382345	03/25/25	STATE INDUSTRIAL PRODUCTS	3,484.08	R	ACH
382346	03/25/25	STEELE COUNTY TREASURER	84.37	0	Regular
382347	03/25/25	STEVE JAMES EXCAVATING INC	6,745.78	R	ACH
382348	03/25/25	STREICHER'S INC	1,279.06	0	Regular
382349	03/25/25	SUMMIT COMPANIES	218.00	R	ACH
382350	03/25/25	SYNCHRONY BANK - LOWE'S	1,722.26	0	Regular
382351	03/25/25	TAMMY R INGVALDSON	19.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382352	03/25/25	TAYLOR MADE GOLF COMPANY INC	194.66	0	Regular
382353	03/25/25	TEMPLE ELECTRIC MOTOR SERV INC	1,170.00	R	ACH
382354	03/25/25	TEXAS REFINERY CORP	527.50	R	ACH
382355	03/25/25	TOR SPERLING	143.05	R	ACH
382356	03/25/25	TURFWERKS	434.93	R	ACH
382357	03/25/25	UNITED WAY	80.00	0	Regular
382358	03/25/25	VAN METER INC	20.93	0	Regular
382359	03/25/25	VERIZON WIRELESS	445.04	0	Regular
382360	03/25/25	VESTIS GROUP INC	160.83	0	Regular
382361	03/25/25	WEN-COL INC	611.25	0	Regular
382362	03/25/25	ZARNOTH BRUSH WORKS	1,640.00	R	ACH
382363	03/25/25	ZEP MANUFACTURING CO	334.39	R	ACH
382364	04/01/25	A & K LLC	395.00	R	ACH
382365	04/01/25	A&H PROPERTIES	1,360.00	R	ACH
382366	04/01/25	ACADEMY APARTMENTS OF OWA LLC	2,069.00	R	ACH
382367	04/01/25	ALL AREA MANAGEMENT LLC	1,635.00	R	ACH
382368	04/01/25	APACHE APARTMENTS	607.00	R	ACH
382369	04/01/25	ATM PROPERTIES LLC	3,118.00	R	ACH
382370	04/01/25	AUSTIN HRA	1,456.00	0	Regular
382371	04/01/25	BARRY GILLESPIE	319.00	R	ACH
382372	04/01/25	BROWN CYNTHIA	524.00	R	ACH
382373	04/01/25	BRYCEN GREGOR	2,903.00	R	ACH
382374	04/01/25	CAPELLE COMPANIES LLC	870.00	R	ACH
382375	04/01/25	CEDAR HILLS ESTATES LLC	3,592.00	R	ACH
382376	04/01/25	CEDAR RIDGE APARTMENTS	64.00	R	ACH
382377	04/01/25	CEDAR ROSE ASSOCIATES LLC	1,260.00	R	ACH
382378	04/01/25	CEDAR RUN TOWN HOMES MDI #41	3,478.00	R	ACH
382379	04/01/25	CEDARDALE NORTH APARTMENTS	1,007.00	R	ACH
382380	04/01/25	CEDARDALE SOUTH APARTMENTS	386.00	R	ACH
382381	04/01/25	CEDARDALE WEST APARTMENTS	600.00	R	ACH
382382	04/01/25	CHAD STANNARD	436.00	R	ACH
382383	04/01/25	CHASE BLUM	598.00	R	ACH
382384	04/01/25	CHRIS PROHASKI	1,222.00	R	ACH
382385	04/01/25	COMMON CENTS PROPERTIES LLC	459.00	R	ACH
382386	04/01/25	COOPERS COURT LLC	597.00	R	ACH
382387	04/01/25	DANIEL SCHLEGEL	486.00	R	ACH
382388	04/01/25	DSBMT, LLC	595.00	R	ACH
382389	04/01/25	EEK LLC	818.00	R	ACH
382390	04/01/25	FREDRICKSON PROPERTIES	1,323.00	R	ACH
382391	04/01/25	G & H MANAGEMENT CO LLC	1,197.00	R	ACH
382392	04/01/25	IMAGE APARTMENT	3,570.00	R	ACH
382393	04/01/25	JANESVILLE APARTMENTS	705.00	R	ACH
382394	04/01/25	JBLI EQUITIES LLC	482.00	R	ACH
382395	04/01/25	JPF PROPERTIES	473.00	R	ACH
382396	04/01/25	JULIE WERSAL	705.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382397	04/01/25	KEG INVESTMENTS LLC	1,727.00	R	ACH
382398	04/01/25	KEITH MARTIN	1,400.00	R	ACH
382399	04/01/25	KLEVOS GREG	769.00	R	ACH
382400	04/01/25	L&L LEGACY PROPERTIES	865.00	R	ACH
382401	04/01/25	LINCOLN SQUARE APARTMENTS	6,681.00	R	ACH
382402	04/01/25	LINDSAY MACHT	53.00	R	ACH
382403	04/01/25	LWO LIMITED PARTNERSHIP #116	4,205.00	R	ACH
382404	04/01/25	MARQUARDT DENNIS	2,356.00	R	ACH
382405	04/01/25	MARTIN ALLAN	2,623.00	R	ACH
382406	04/01/25	MARTIN FAMILY LLC	1,015.00	R	ACH
382407	04/01/25	MCCAULEY CONSTRUCTION	434.00	R	ACH
382408	04/01/25	MIDWEST INVEST LLC	573.00	R	ACH
382409	04/01/25	MOSSEE PROP INV LLC	646.00	R	ACH
382410	04/01/25	NECHVILLE SUSAN	2,607.00	R	ACH
382411	04/01/25	NORTHCOURT APARTMENTS	725.00	R	ACH
382412	04/01/25	NORTHGATE	2,069.00	R	ACH
382413	04/01/25	NORTHSTAR HOLDINGS LLC	595.00	R	ACH
382414	04/01/25	NORTHWEST MANOR	1,510.00	R	ACH
382415	04/01/25	OWATONNA GATEWAY LLC	299.00	R	ACH
382416	04/01/25	OWATONNA PUBLIC UTILITIES	297.00	R	ACH
382417	04/01/25	PARKVIEW OWATONNA LLC	1,387.00	R	ACH
382418	04/01/25	PEACH INVESTMENTS LLC	218.00	R	ACH
382419	04/01/25	PETER BIEL	693.00	R	ACH
382420	04/01/25	POSITIVE SHARE LLC	552.00	R	ACH
382421	04/01/25	PROHASKI PROPERTIES	1,299.00	R	ACH
382422	04/01/25	QUALITY RENTALS OF OWATONNA LL	858.00	R	ACH
382423	04/01/25	REDLINE DEVELOPMENT GRP LLC	827.00	R	ACH
382424	04/01/25	RICHARD ELLINGSON	905.00	R	ACH
382425	04/01/25	SIXSPARKS LLC	627.00	R	ACH
382426	04/01/25	SMITH REAL ESTATE LLC	1,148.00	R	ACH
382427	04/01/25	SMITH VENTURES LLC	895.00	R	ACH
382428	04/01/25	SPERO	3,380.00	R	ACH
382429	04/01/25	SUMMIT MANOR	450.00	R	ACH
382430	04/01/25	SUSAN I JOHNSON	5,003.00	R	ACH
382431	04/01/25	USDA RURAL DEVELOPMENT	590.00	0	Regular
382432	04/01/25	USDA RURAL DEVELOPMENT	476.00	0	Regular
382433	04/01/25	WILLOW RUN I MDI #58	4,159.00	R	ACH
382434	04/01/25	WILLOW RUN II MDI #85	4,143.00	R	ACH
382435	04/01/25	YOUNGDAHL DEVELOPMENT LLC	2,529.00	R	ACH
382436	04/01/25	ZK INVESTORS LLC	1,774.00	R	ACH

49	Checks total:	233,851.67
116	ACH total:	219,384.22
0	EFTPS total:	
9	Wire transfer total:	189,510.87
0	Payment Manager total:	
174	GRAND TOTALS	642,746.76



CITY OF
OWATONNA

Ordinances



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: First Reading Proposed Ordinance 25-05, Charitable Gambling.

Purpose:

To consider increasing the number of charitable gambling premises permits from five per organization to eight in licensed liquor establishments.

Background:

City Council was asked to review the ordinance and consider increasing the number of premises permits allowed per organization. Concerns were raised that the limit was too restrictive. After reviewing the current ordinance, staff found increasing the number of permits per organization would not have a negative effect.

Budget Impact:

None, organizations pay an annual permit fee of \$250, a flat rate and not dependent on the number of premises permits held.

Staff Recommendation:

Staff recommends approval and request the second/final reading of this proposed ordinance be held at the next City Council Meeting on April 16, 2025.

Attachments:

1. Proposed Ordinance 25-05 Lawful Gambling

Proposed Ordinance 25-05

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI OF THE 2015 ORDINANCE CODE OF
THE CITY OF OWATONNA, AS AMENDED, ENTITLED "BUSINESS REGULATIONS"
BY AMENDING CHAPTER 120 ENTITLED "CHARITABLE GAMBLING.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 1. Chapter 120 entitled "CHARITABLE GAMBLING" of Title XI of the 2015 Ordinance Code of the City of Owatonna, as amended, is hereby amended to read as follows:

§ 120.07 PREMISES PERMITS; LIMITATIONS.

(B) (1) *Limitation on premises permits.*

(a) No organization shall hold more than five eight premises permits at "on-sale" licensed liquor establishments in the city.

(1992 Code, § 499:35)

(Ord. 1216, passed 11-16-1999; Ord. 1235, passed 6-20-2000)

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

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

Aye:

No:

Absent:

Approved and signed this __ day of __, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Mark Walbran
City Attorney
SUBJECT: First Reading Proposed Ordinance 25-06: Adopt S-8 Supplement to the 2015 Ordinance Code

Purpose:

Council to approve the first reading of Proposed Ordinance 25-06 to adopt the S-8 Supplement to the 2015 Ordinance Code of the City of Owatonna.

Background:

The State of Minnesota provides that a city may revise and codify the Code of Ordinances from time to time and publish the same. Codification is a process by which ordinances adopted by the City are organized according to topic, assigned a section number, and printed and published in a book format in order that the Ordinances are available for reference to the public. The most recent codification of the City Ordinance Code was published in 2015.

American Legal Publishing Corporation, a publisher of municipal codes affiliated with the League of Minnesota Cities, completed the recodification. Supplements to our Code of Ordinance contains all ordinances approved since adoption of the prior supplement; this is the eighth supplement, S-8. This supplement contains local legislation current through Ordinance #1666, passed December 2, 2024. There were 22 ordinances approved since adoption of Supp-7 in October 2023.

The Official Copy of the 2015 Code is kept on file in the office of the City Administrator. Copies of the City Code of Ordinances are also provided to the Steele County Court, Administrator for the Steele County Law Library located at the Steele County Courthouse and the Owatonna Public Library. An online version of the Code is available on the City's website which enables the public to search, browse, and navigate the City Code.

Budget Impact:

\$1,314.00 - Edit 73 pages at \$18/page
83.67 - Shipping and Handling Fee
\$1,397.67 - Payment to American Legal Publishing Corporation

Staff Recommendation:

Recommend approval of this first reading of Proposed Ordinance 25-06 and request the second/final reading be heard during the next Council Meeting on April 15, 2025.

Attachments:

1. Proposed Ordinance 25-06 Adopt S-8 Supplement

ORDINANCE NO. _____

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES FOR THE CITY OF OWATONNA

WHEREAS American Legal Publishing Corporation of Cincinnati, Ohio, has completed the S-8 Supplement to the 2015 Code of Ordinances of the City of Owatonna, which contains all ordinances of a general and permanent nature enacted since the S-7 Supplement to the 2015 Code of Ordinances of the City of Owatonna.

NOW THEREFORE by the City Council of the City of Owatonna, Minnesota, be it ordained:

Section 1. That the S-8 Supplement to the 2015 Code of Ordinances of the City of Owatonna as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, containing local legislation current through Ordinance 1666 passed December 3, 2024, is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the City Clerk of the City of Owatonna is hereby authorized and ordered to insert such supplement into the copy of the 2015 Code of Ordinances kept on file in the City Administration Office.

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

Aye –

No –

Absent -

Approved and signed this ____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator



CITY OF
OWATONNA

Resolutions



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 15-25: MnDOT Variance 18th Street SE Trail Extension Project

Purpose:

Requesting City Council approval of Resolution 15-25 requesting a variance from the standard for State Aid Operation for the 18th Street SE Trail Extension Project No. S.A.P. 153-090-002.

Background:

A variance from Minnesota Rules for State Aid Operation 8820.9961 requiring 60-degree angled parking with a present ADT of greater than or equal to 3,000 to have a distance between the traffic lane and parking stall to be 19 feet was requested in May of 2024. The MNDOT Variance Committee found that minimum design standards for 45-degree and 60-degree pull-in diagonal parking, to allow the distance between traffic lane and back-in parking stall for 60-degree parking be 8.4 feet as approved in the variance letter dated August 8, 2025 signed August 21, 2025. The approved variance results in plan revisions to reflect the change to back in parking.

Budget Impact:

The project cost may vary slightly with this variance and design revision.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 15-25 18th Street SE Trail MNDOT Variance Request

RESOLUTION NO. 15-25

A resolution requesting a variance from the standard for State Aid Operation
for Project No. S.A.P. 153-090-002

WHEREAS, the City of Owatonna is preparing plans for MSAS 115 - 18th Street South from Linn Avenue to Austin Road.

WHEREAS, Minnesota Rules for State Aid Operation 8820.9961 require 60-degree angled parking with a present ADT of greater than or equal to 3,000 to have a distance between the traffic lane and parking stall to be 19 feet.

WHEREAS, the reasons for this variance request are to promote consistent driver expectations for traffic operation, mitigate environmental impacts of the project by reducing impervious cover and maintaining significant tree canopy cover, avoid Section 4f resource impacts, and maintain parking counts for the adjacent recreational resource.

NOW, THEREFORE BE IT RESOLVED, that the City of Owatonna City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9961, Minimum design standards for 45-degree and 60-degree pull-in diagonal parking, to allow the distance between traffic lane and back-in parking stall for 60-degree parking be 8.4 feet as approved in the variance letter dated August 8, 2025 signed August 21, 2025 by the State Aid Engineer;

BE IT FURTHER RESOLVED, that the City of Owatonna City Council hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of SAP 153-090-002 18th St S Trail project in accordance with Minnesota Rules 8820.9961 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

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



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 16-25: Requesting Federal Funds for Main Street (CSAH 48) Project

Purpose:

Requesting City Council approval Resolution 16-25 Requesting Federal Funds for Main Street (CSAH 48) Project.

Background:

Main Street (CSAH 48) from Oak Avenue to Chambers Avenue is in need of rehabilitation and reconstruction. Steele County is leading the effort on this project as it is a County State Aid Highway. The project was initially slated for 2029 but due to Steele County's construction schedule, they are proposing moving construction to 2026. The City intends to apply for Federal Highway funds are distributed through the Statewide Transportation Improvement Plan (STIP) following the approval of Resolution 16-25, applications are being accepted for 2029 and the City would reimburse the county with potential received federal funds at the time of fund receipt.

A feasibility study was presented and approved during the May 16, 2023 City Council Meeting.

Budget Impact:

Federal funds available for application total \$749,000. Costs not covered by the federal funds will be paid for using State Aid Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 16-25 Requesting Federal Funds for Main Street (CSAH 48) Project

RESOLUTION NO. 16-25

A RESOLUTION AUTHORIZING FEDERAL TRANSPORTATION PROJECT GRANT
MAIN STREET (CSAH 48) REHABILITATION

WHEREAS, transportation projects receive federal funding from the Federal Transportation Act; and

WHEREAS, the Federal Highway Administration (FHWA) requires that sponsors agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right-of-way or property ownership acquired without prior approval from the FHWA; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with these funds, the above requirements should be applied to the project sponsor; and

WHEREAS, the City of Owatonna is the project sponsor for the transportation project identified as Main Street (CSAH 48) Rehabilitation.

NOW, THEREFORE, BE IT RESOLVED, that the City of Owatonna will assume full responsibility for the operation and maintenance of the property and facilities related to the aforementioned project.

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



CITY OF
OWATONNA

Miscellaneous



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Authorization to Proceed - 2025 CIP Overlay

Purpose:

To receive a council motion to proceed with an advertisement for bids for the 2025 CIP Overlay.

Background:

Street segments with surfaces that require repairs beyond crack sealing and routine pothole filling, but have adequate underground infrastructure are good candidates for a mill and overlay project to prolong the street's surface life. Approximately 1.64 miles will be included in the Capital Improvement Overlay Project.

Bids will be received April 9th and brought to Council for consideration on April 15th.

Budget Impact:

Costs will be paid for using Capital Improvement Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 25007 CIP Overlay Project Location Map



1:10,000

CIP 2025 Bond City of Owatonna

0 50 100 150
Feet





DATE: April 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Authorization to Proceed - 2025 Crack Sealing and Seal Coating Project

Purpose:

To receive a council motion to proceed with an advertisement for bids for the 2025 Crack Sealing and Seal Coating Project.

Background:

The City of Owatonna annually crack seals roadways in advance of sealcoating to prolong surface life. Approximately 5.02 miles are planned for crack sealing and sealcoating in 2025. Bids will be received April 9th and brought to Council for consideration on April 15th.

Budget Impact:

The anticipated project cost is in line with the 2025 Operating Budget.

Staff Recommendation:

Staff recommends approval.

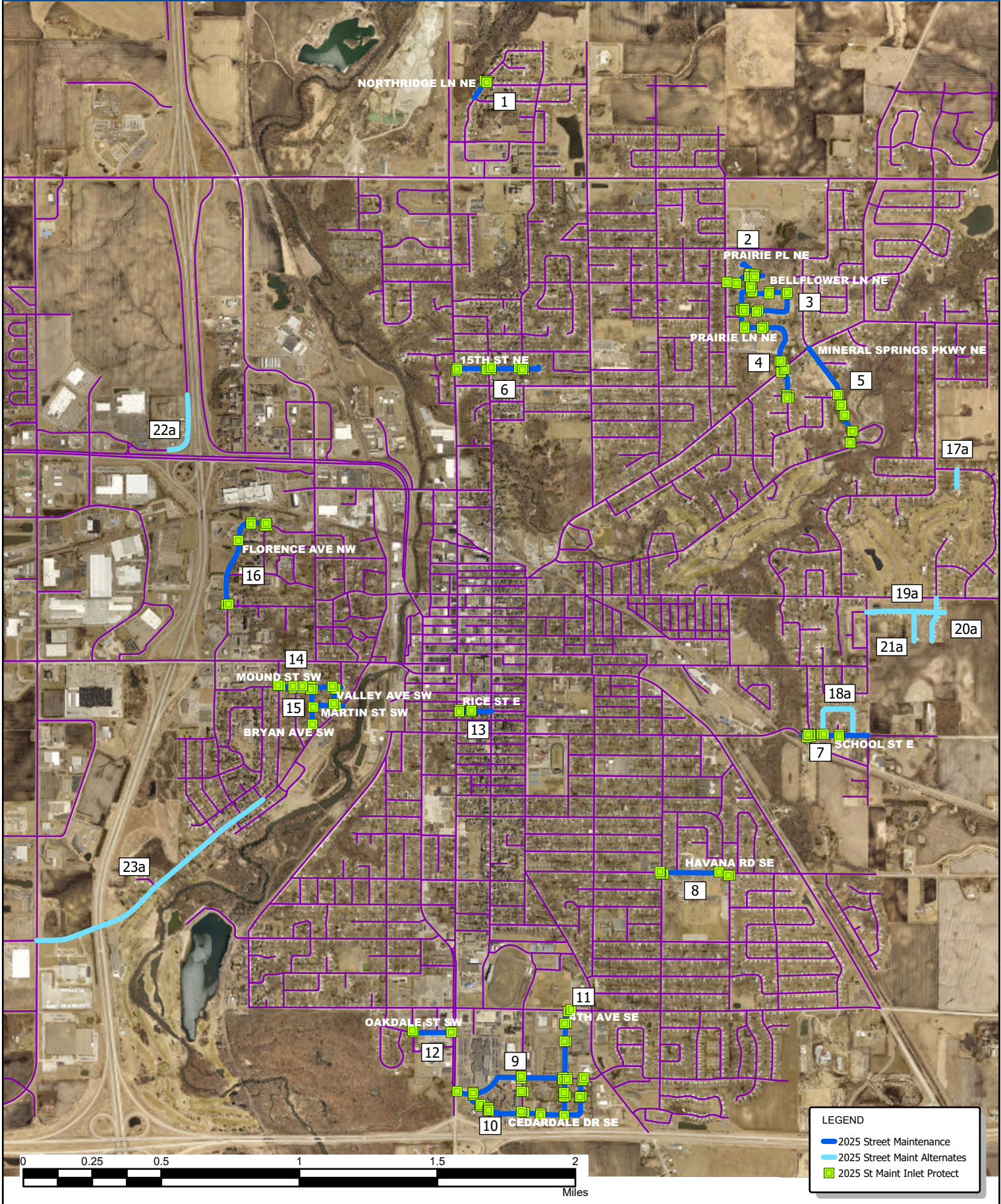
Attachments:

1. 25005 Street Maintenance Project Map
2. 25005 Street Maintenance Project List



2025 Street Maintenance Project CITY OF OWATONNA

December 18, 2024



2025 STREET MAINTENANCE PROJECT

December 18, 2024

	STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	LESS INT.	AREA (SQ YD)	INLET PROTECTION	PCI
1	NORTHRIDGE LANE NE	Hickory Ln NE	Stoneridge Ln NE	392	33	80.0	1,360	3	100
2	20TH STREET NE	Hemlock Ave NE	East End	757	37	80.0	3,030	6	100
2	PRAIRIE PLACE NE	20th St NE	Circle	438	33		1,610	1	100
3	BELLFLOWER LANE NE	Prairie Ln NE	Prairie Ln NE	1,913	37	160.0	7,710	10	100
4	PRAIRIE LANE NE	20th St NE	Jerake Pl NE	3,219	37	320.0	12,910	19	100
5	MINERAL SPRINGS PKWY NE	Mineral Sprgs Rd NE	Mineral Sprgs Park Ent	1,860	30	90.0	6,110	10	100
6	15TH STREET NE	Cedar Ave N	Circle	1,855	36	90.0	7,330	11	100
7	SCHOOL STREET E	Main St E	Partridge Ave NE	1,269	37	90.0	5,130	9	100
8	HAVANA ROAD SE	Truman Ave SE	Smith Ave SE	1,299	40		5,770	6	100
9	22ND STREET SE	Cedar Ave S	4th Ave SE	2,249	37	160.0	9,090	9	85-90
10	CEDARDALE DRIVE SE	22nd St SE	22nd St SE	2,911	37	160.0	11,810	13	90
11	4TH AVENUE SE	18th St SE	Cedardale Dr SE	2,001	37	160.0	8,070	15	90
12	OAKDALE STREET SW	Cedar Ave S	2nd Ave SW	799	24	100.0	2,030	4	100
13	RICE STREET E	Cedar Ave S	Elm Ave S	662	33	160.0	2,270	4	100
14	MOUND STREET SW	Franklin Ave SW	Selby Ave SW	1,193	37	80.0	4,820	10	90-95
15	BRYAN AVENUE SW	Mound St SW	South End	704	37	80.0	2,810	4	90-95
15	MARTIN STREET SW	Bryan Ave SW	LeMond Rd SW	590	37	160.0	2,260	2	90-95
15	VALLEY AVENUE SW	Mound St SW	Martin St SW	349	37	160.0	1,280	3	95
16	FLORENCE AVENUE NW	Glendale St NW	Dunnell Dr NW	2,054	37	80.0	8,360	11	100
CRACK SEAL & SEALCOAT				26,513			103,760	150	2025 Avg PC 94.57
17a	OLYMPIC HILLS PLACE NE	Greenhaven Ln NE	Circle	473	37	80.0	1,870	2	95
18a	MORNING DRIVE SE	School St E	School St E	1,530	37	160.0	6,130	4	85-90
19a	EAGLE RIDGE STREET NE	Partridge Ave NE	165' East of Hazeltine	1,498	30	60.0	4,930	8	85-95
20a	HAZELTINE AVENUE NE	Rose St E	South End	850	34	80.0	3,130	3	90
21a	BOULDERCREST AVENUE NE	Eagle Ridge St NE	South End	565	30	60.0	1,820	2	90
22a	FRONTAGE ROAD W			1,290	25		3,580	0	85
23a	LEMOND ROAD SW	Interlachen Ave SW	24th Ave SW	4,999	27	60.0	14,940	18	80-90
ALTERNATES CRACK SEAL & SEALCOAT				11,205			36,400	37	Alt Avg PCI 87.97



DATE: April 1, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: 2025 Deer Management Program

Purpose:

Request council approval for staff to apply for the annual Deer Management Program Permit through the MN Department of Natural Resources (DNR).

Background:

The city's 2025 program will run similarly to the 2024 program, with a few slight changes. These changes were presented in the Staff Report during the March 18th City Council Meeting. The presentation and yearly data details are attached.

Budget Impact:

\$20 fee per applicant.

Staff Recommendation:

Staff recommends approval.

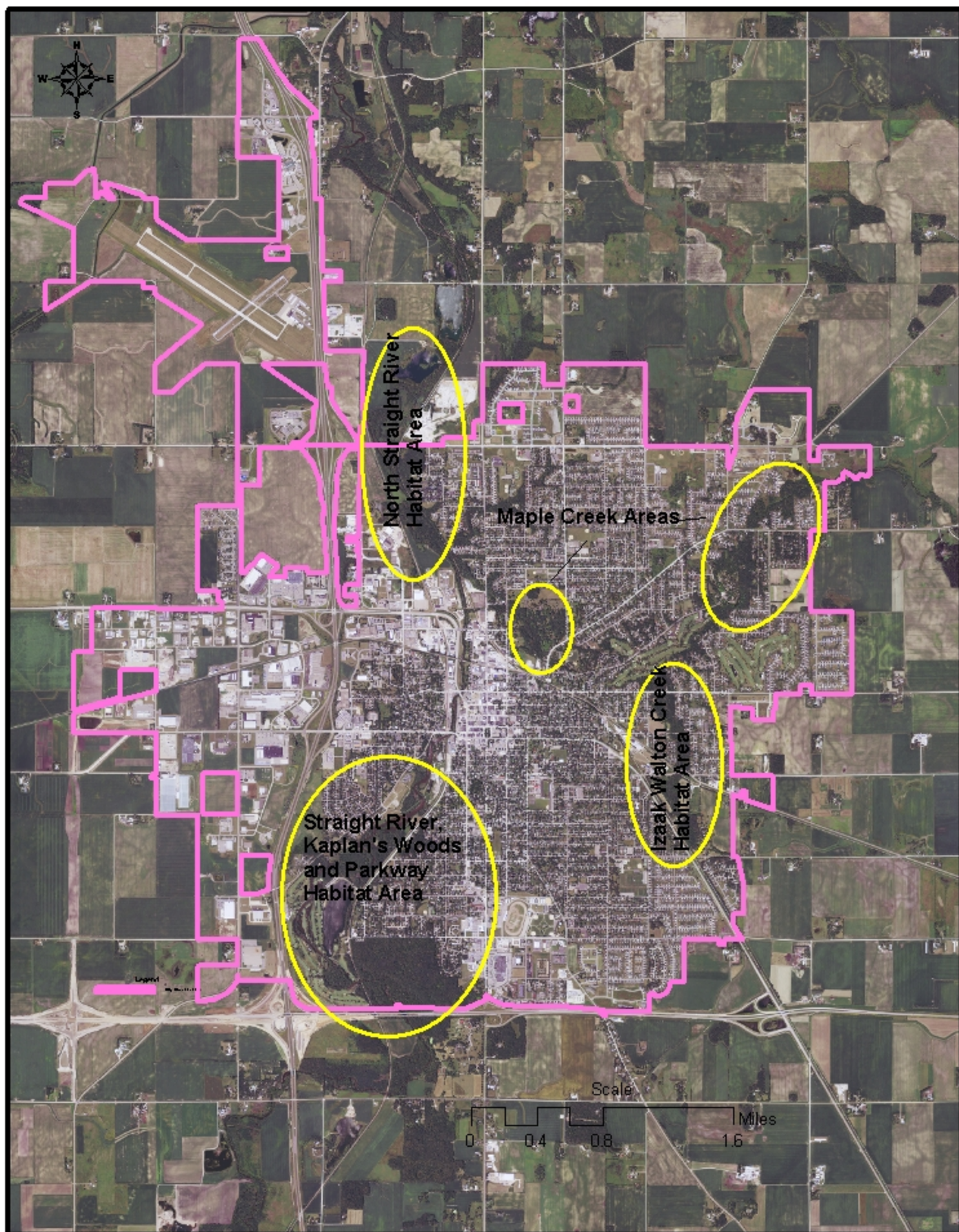
Attachments:

1. Proposed 2025 Deer Culling Program
2. Yearly Results

Key Points and/or Changes for 2025 Deer Management Program

- Manthey Park will be removed from the program this year.
- New locations explored: Lake Chase (one stand will be added), Summer Park (will not be added due to small hunting area size and setbacks), potential new parkland (cannot be considered until owned by the City)
- Mineral Springs Park is our second largest community park and will remain in the program. The DNR identifies this park as a principal deer habitat area in Owatonna based on the number of deer seen and amount of forest acreage.
- Mineral Springs Park will be hunted during the second season only this year.
- Hunters' weekly reports will include the number of days out, the number of deer seen, and any obstacles they ran into (new).
- Hunting start/end times will remain consistent with DNR regulations.
- Discharge language changed to 150' from property line.
- Stands will be set up in compliance with discharge language. Ladders restricted.
- Kaplans rezoning from 4 to 3 hunting zones. This will leave over 90 acres closest to parking and 18th Street outside of the program. The DNR expressed potential concerns about creating additional "safe habitat" that deer could learn and start migrating there. These changes will be monitored and evaluated ongoing.

Principal Deer Habitat Areas in Owatonna



KAPLAN'S WOODS Deer Stand Locations

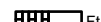


 Hunt Sign Location

 Hunting Stand

 Hunting Zones
 Park



 Ft
0 100 200

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

March 06, 2025

Deer Management 2024

Total deer taken – 37 (record number)

Cashman – 1	Hamman – 3	Kaplan's Woods – 7	Kaplan's Pkwy – 5
Kriesel – 10	Manthey – 1	Maple Creek – 3	Mineral Springs – 2
Nass Woods – 3	NSRP - 2		

Seasons – October 20-November 17, November 18-December 15

Total deer taken (since 2014) – 217

2014 - 22	2015 – 33	2016 – 16	2017 – 5
2018 – 11	2019 – 20	2020 – 10	2021 – 34
2022 – 32	2023 – 34	2024 – 37	

Historical changes – one season to two, zones changed/realigned, parks added & removed, sharing of stands allowed

Reported days hunted: 297

Reported deer seen while hunting: 465

- Reported squirrels, fox, unleashed dogs, cars parking nearby and honking horns, people taking pictures, one person pulling a truck into the woods and cutting up a tree for firewood
- Reported deer movement outside of hunting hours, ethical shots not available, bucks seen before antlerless opportunities, tag used outside of special hunt
- Reported conflicts with work schedules, illness, children's activities, life in general
- Reported landowners appreciative of the hunt, allowing access via property, hunters sharing venison, park goes educated on reasons for deer management
- Many comments of appreciation for the opportunity

Issues addressed:

- Deer near a backyard suspected of a miss, unfounded, no arrow wound, most likely hit by a car, birds eating carcass
- Private property access, blood vs. entrails question resolved with additional hunter and staff information
- Climbing stand clarified
- Reached out to Disc Golf community (twice), no members with safety concerns
- Stand checks by Park Staff done randomly/weekly (this is not new)

		2014	2015	2015	2016	2016	2017	2017	2018	2018	2019	2019	2020	2020	2021	2021	2022	2022	2023	2023	2024	2024			
			Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Season 1	Season 2	Totals		
Cashman	1						0	0	1	0	1	0	0	0	3	1	3	0	2	1	0	0	12		
Cashman	2																0	0	1	0	1	0	2		
Hammann		4	2		4	0	1	0	0	0	1	1	1	0	1	0	3	0	3	2	3	0	26		
Kaplans	1	6	9	2	0	0	0	0	0	0	0	0	0	0	1	1	0	2	0	1	0	0	22	Unspecified - 17 Zones Kaplans	
Kaplans	2				0	0	0	0	0	0	1	0	0	0	1	0	1	0	1	1	4	1	10		
Kaplans	3				0	0	0	0	0	1	0	1	0	0	1	1	0	0	1	0	1	1	7		
Kaplans	4				1	0	0	0	0	0	0	2	0	1	0	1	0	5	0	0	0	0	10		
Kaplans	5				0	0	0	0	2	0	0	0	0	0								0	2		
Kaplans	6				0	1	0		0	0	0	0	0	0									1		
Kaplans	7				2	0	1		2	0	1	0	0	0									6		
Kaplan's Parkway	1				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1		
Kaplan's Parkway	2				0	0	0	0	0	0	0	0	0	0	1	2	1	0	1	0	4	0	9		
Kriesel		1	2	1	0	0	0	0	3	0	0	0			1	0	0	0	0	0	9	1	18		
Leo Rudolph				2	0	0	0		1	0	2	1	0	0	0	0	0	0	1	0	0	0	7		
Manthey		1	0	1	3	0	2	0	0	0	0		1		1	0	2	0	1	0	1	0	13		
Maple Creek		4	3		2	0	0	0	0	0	1	0	0	2	5	0	2	2	3	2	3	0	29		
Mineral Springs		1	2	2								3		2	2	1	0	0	0	0	1	1	15		
Nass Woods															3	1	2	1	4	0	3	0	14		
North Straight River	1	5	4	3	2	0		0	1	0	3	1	1	0	1	2	2	3	4	4	2	0	38	Unspecified - 12 NSRP Zones	
North Straight River	2				1	0	1	0	0	0	1	0	1	1	2	1	3	0	1	0	0	0	12		
		22		33		16		5		11		20		10		34		32		34		37	217		
											2014-2023 Totals												254		
	*	Zones in Kaplan's Woods & NSRP were not recorded until 2016									All Locations														
	*	Weather & days hunters were out vary greatly each season																							
	*	Foot traffic, noisy neighbors, etc. play into each season as well																							
	*	Cashman Zone2 added in 2022																							
	*	Kriesel pulled in 2020 (TK)																							
	*	Mineral Springs pulled 2016-2018 (ADM)																							
	*	Nass Woods added in 2019																							