CITY COUNCIL MEETING

Tuesday, April 15, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Burbank, Boeke, McCann, Svenby, Voss, Dotson, and Raney

PLEASE NOTE: At 5:15 p.m. Council Study Session in Chambers. Items of discussion will include an update on the Public Safety Center and review of the City Administrator Search Process. If time permits, there will also be updates about various boards and commissions.

At 6:00 p.m. - 2025 Local Board of Appeal and Equalization Meeting - City of Owatonna

1. **INTRODUCTORY ACTIONS:** Call to Order; Roll Call and Pledge of Allegiance
   - 1.1. Council Agenda
   - 1.2. Public Hearing - Modify Development District No. 3, Establish TIF District 3-18 and Use of TIF
     - 1.2.1. Resolution 17-25 Modify DD 3, Establish TIF 3-18 and Use of TIF
     - 1.2.2. Development Agreement - Sputtering Components, Inc.
   - 1.3. Mayor Jessop

2. **CONSENT AGENDA ITEMS**
   - 2.1. Minutes – Council Meeting – April 1, 2025
   - 2.2. Department Reports:
     - 2.2.1. Fire - Monthly Dashboard and Activity Report - March 2025
     - 2.2.2. Building Inspection Monthly Report- March 2025
   - 2.3. Licenses/Permits
     - 2.3.1. Event Permit - Farmer's Markets - Saturday Mornings in Central Park May through October 2025
     - 2.3.2. Event Permit - Live Music at the Zamboni Event Center - May 10. 2025
     - 2.3.3. Event Permit - Smokin' in Steele Blues & BBQ - May 30 and 31, 2025
       - 2.3.3.1. Temporary Liquor Permit - Knights of Columbus - May 29 - 31, 2025
     - 2.3.4. Event Permit - 2025 Downtown Thursday Events - June 5, July 3, August 7 and September 4, 2025
     - 2.3.5. Event Permit - Ride for Hope - Wenger Corp & Owatonna Eagles - July 12, 2025
     - 2.3.6. Event Permit - Steele County Public Health/Spero in Central Park - September 6, 2025
     - 2.3.7. Ice Cream Vendor Permit - Fun on Wheels dba Kona Ice
     - 2.3.8. Outdoor Public Fireworks Display - Steele County Agricultural Society - July 4, 2025
     - 2.3.9. Tree Trimmer Permit - Middle River Tree Service - Pine Island MN

2.4. Miscellaneous

2.4.1. Stormwater Facility Maintenance Easement Agreement - Sputtering Components

2.4.2. Proposal - Stormwater Modeling Carriage Lane & Partridge Avenue - Barr Engineering Co.

2.4.3. Renew Parking Lot Lease - W Main Street - Brian and Susan Stendel

2.4.4. Renew License Agreement - Blue Jay Transit USFM LLC dba Bird

2.4.5. Renewal Airport Land Lease - Federated Mutual Insurance Company Sign

2.4.6. Renew Lease Agreement - Rice/Steele County 9-1-1 Center

3. <u>ACTION ITEMS</u>

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 25-05: Chapter 120 Charitable Gambling, Section 120.07 Premises Permits Limitations

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

3.2.3. First Reading Proposed Ordinance 25-07: RZ-10 a PUD Request at 631 Cedar Avenue N - CRK Properties

3.3. Resolutions:

3.3.1. Resolution 18-25 Changes to Parking on Main Street by Court Avenue

3.3.2. Resolution 19-25: Accept Bids & Award Contract Project #25001 Street & Utility

3.4. Miscellaneous

3.4.1. 2025-2027 Strategic Plan

3.4.2. City Administrator Search Process

3.4.3. Accept Bid - Overhead Garage Door Replacements

3.4.4. WWTF Expansion Change Order #20 - Rice Lake Construction Group

3.4.5. 2025 CIPPS Project Change Order #1

3.4.6. Agreement - Frontage Road & Heritage Place Lift Station Electrical Panels - Integrated Process Solutions, Inc.

3.4.7. Proposal for Geotechnical Engineering Services on 18th St SE Reconstruct - Terracon Consultants, Inc

4. <u>STAFF REPORTS</u>

5. <u>PUBLIC COMMENTS:</u> 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. <u>COUNCIL COMMENT AND GENERAL INFORMATION</u>

7. <u>ADJOURN</u>

CITY OF OWATONNA
COUNTY OF STEELE
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

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

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

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

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

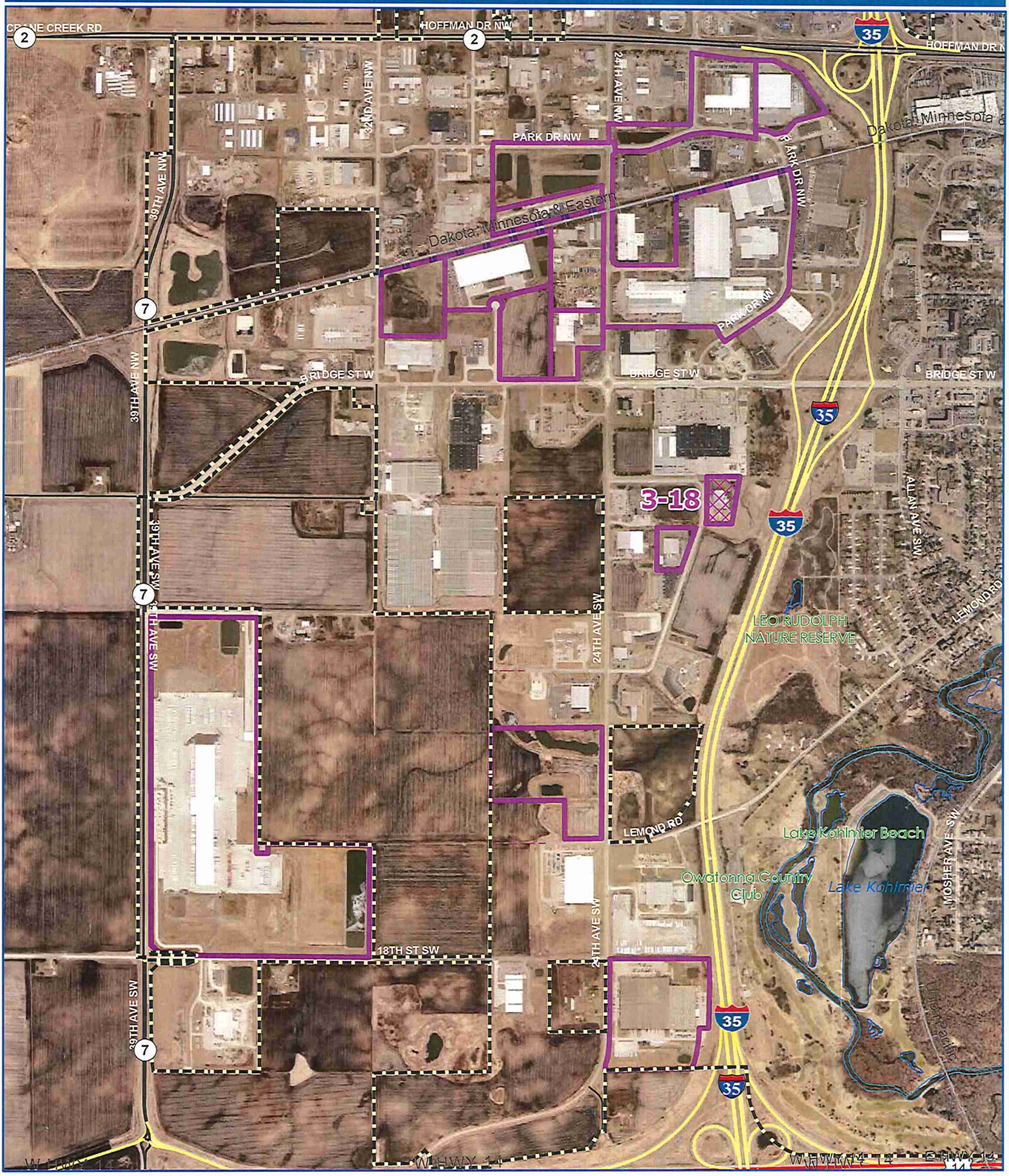
All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

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

Kris M Busse

Kris M. Busse, City Administrator

City of Owatonna Map of Boundaries of Development District No. 3 and Tax Increment Financing Districts within Development District No. 3



CITY OF OWATONNA

Tax Increment Financing District No. 3-18

Tax Increment Financing Districts within Development District No. 3

0 0.25 0.5 Miles

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

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 17-25 Modify DD 3, Establish TIF 3-18 and Use of TIF

Purpose:
Approve TIF District 3-18 and Development Agreement for expansion project for Sputtering Components.

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

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

Staff Recommendation:
Staff recommends approval of the proposed resolution and development agreement, utilizing TIF for Sputtering Components.

Attachments:
1. Resolution 17-25 Modify DD 3, Establis TIF 3-18 and TIF 3-18 Interfund Loan Dev Ag Bus Subs
2. TIF Plan Owatonna TIF 3-18

RESOLUTION NO. 17-25

RESOLUTION APPROVING THE MODIFICATION OF DEVELOPMENT DISTRICT NO. 3; APPROVING THE ADOPTION OF A MODIFIED DEVELOPMENT PROGRAM THEREFOR; ESTABLISHING TAX INCREMENT FINANCING DISTRICT (ECONOMIC DEVELOPMENT) NO. 3-18 (SPUTTERING COMPONENTS) WITHIN DEVELOPMENT DISTRICT NO. 3, AS MODIFIED; APPROVING THE TAX INCREMENT FINANCING PLAN THEREFOR; AUTHORIZING AN INTERFUND LOAN; APPROVING A BUSINESS SUBSIDY; AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT

A. WHEREAS, it has been proposed that the City of Owatonna, Minnesota (the "City") (1) modify Development District No. 3 (the "Development District"); (2) modify the development program for the Development District (the "Development Program") (3) establish Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) therein (the "TIF District"); (4) approve and adopt the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); (5) authorize an Interfund Loan (hereinafter defined); (6) authorize the execution of a development agreement; and (7) and approve a business subsidy; and

B. WHEREAS, the City Council has investigated the facts and has caused to be prepared a Modified Development Program for the Development District (the "Modified Development Program") and has caused to be prepared a proposed tax increment financing plan for the TIF District therein (the "TIF Plan"); and

C. WHEREAS, the City has performed all actions required by law to be performed prior to the approval of the modification of the Development District and the establishment of the TIF District therein, and the adoption of the Modified Development Program and TIF Plan therefor, including, but not limited to, notification of Steele County (the "County") and Owatonna Public Schools, Independent School District No. 761, having taxing jurisdiction over the property to be included in the TIF District, and the holding of a public hearing upon published and mailed notice as required by law; and

D. WHEREAS, Sputtering Components, Inc. (the "Developer") has requested the City to assist with the financing of certain costs incurred in connection with construction of an approximately 9,000 square-foot expansion to an existing 29,514 square-foot building in the City to provide manufacturing space and space necessary for and related to manufacturing, to be occupied by the Developer, located in the City (the "Project"); and

E. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement"); and

F. WHEREAS, the proposed assistance by the City to the Developer as contemplated by the Development Agreement is considered a business subsidy (the "Business Subsidy") pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995; and

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

1. Modification of Development District No. 3. The boundaries of the Development District No. 3 are enlarged to include the TIF District.

2. Modified Development Program. The Modified Development Program for the Development District, a copy of which is on file in the office of the City Administrator, is adopted.

3. Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components). There is hereby established in the City within the Development District, Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components), an economic development tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.

4. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is an economic development district as defined in Minnesota Statutes, Section 469.174, Subd. 12, the specific basis for such determination is set forth in Section 3.03.3 of the TIF Plan.

(b) The proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons for such determination are set forth in Section 3.02.6 of the TIF Plan.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Section 3.02.6 of the TIF Plan.

(d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are set forth in Section 3.02.3 of the TIF Plan.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are set forth in Section 3.02.6 of the TIF Plan.

5. Public Purpose. The adoption of the TIF Plan for the TIF District within the Development District conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

6. Certification. The County Auditor is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the County Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

7. Filing. The City Administrator is further authorized and directed to file a copy of the Modified Development Program and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

8. Administration. The administration of the Development District is assigned to the City Administrator who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate.

9. Interfund Loan. The City has determined that it may pay for certain costs (the "Qualified Costs") identified in the TIF Plan which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City shall repay to the Fund from which the Qualified Costs are initially paid, the principal amount of $26,095 (or, if less, the amount actually paid from such fund) together with interest at 4.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota Statutes, Section 270C.40, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by the County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

10. Development Agreement and Business Subsidy.

(a) The Council hereby approves the Development Agreement in substantially the form submitted and the granting of the Business Subsidy as described in the Development Agreement, and the Mayor and the City Administrator are hereby authorized and directed to execute the Development Agreement on behalf of the Council.

(b) The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

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

and the following voted against same:

Adopted this 15th day of April, 2025.

_____
Mayor

Attest: _____
City Administrator

DRAFT

CITY OF OWATONNA, MINNESOTA

MODIFIED DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 3

AND TAX INCREMENT FINANCING PLAN FOR

TAX INCREMENT FINANCING (ECONOMIC DEVELOPMENT)

DISTRICT NO. 3-18 (SPUTTERING COMPONENTS)

PUBLIC HEARING DATE: _____, 2025

PLAN APPROVED: _____, 2025

REQUEST FOR CERTIFICATION: _____, 2025

TIF DISTRICT CERTIFIED: _____, 2025

Northland Securities, Inc.
150 South Fifth Street, Suite 3300
Minneapolis, MN 55402
(800) 851-2920
Member NASD and SIPC
Registered with SEC and MSRB

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ARTICLE I – INTRODUCTION AND DEFINITIONS

SECTION 1.01 INTRODUCTION

The City of Owatonna propose to provide tax increment financing assistance through the establishment of Tax Increment Financing (Economic Development) District No. 3-18 within Development District No. 3 to assist with the financing of certain project costs for the construction of an approximate 12,460 square feet expansion to an existing manufacturing facility by a private developer.

The Development District serves as the "project area" for tax increment financing districts established within its boundaries. The Development Program describes the City's objectives for the development of the area within the Development District and the use of tax increment financing within. This document contains the Modified Development Program for achieving the objectives of Development District No. 3 through the adoption of a Tax Increment Financing Plan for Tax Increment Financing (Economic Development) District No. 3-18.

Below is a summary of the municipal action that has been taken in connection with Development District No. 3 and establishment of tax increment financing districts therein to date and as proposed:

- Development District No. 3 was created by the City on November 18, 2000, amended July 5, 2006, September 18, 2007, September 2, 2008, June 19, 2012, February 19, 2013, December 17, 2013, April 15, 2014, June 7, 2016, August 14, 2017, September 3, 2019 (for the Costco warehouse/distribution project), September 3, 2019 (for the Daikin Applied Americas, Inc. warehouse project), April 7, 2020 (for the Bosch Automotive warehouse/distribution project), May 17, 2022 (for the AMP Automation Manufacturing Project), and September 19, 2023 (for the FoamCraft Manufacturing Expansion Project), and is hereby amended.
- This modification constitutes the fifteenth amendment of the Development District Plan.
- All provisions of the Development District Plan adopted November 18, 2003, and amended July 5, 2006, September 18, 2007, September 2, 2008, June 19, 2012, February 19, 2013, December 17, 2013, April 15, 2014, June 7, 2016, August 14, 2017, September 3, 2019, April 7, 2020, May 17, 2022, and September 19, 2023 are hereby incorporated by reference. The purpose of this amendment is to increase the boundaries of the Development District by the addition of the property described in Section 3.03.2 and shown on the map in Exhibit V of this Plan.

Tax increment financing districts previously established and the tax increment financing plans related thereto, within Development District No. 3, remain in full force and effect and are not modified.

SECTION 1.02 DEFINITIONS

The terms defined below, for purposes hereof, and for purposes of Development District No. 3 and the Modified Development Program related thereto and for Tax Increment Financing District No. 3-18 and the Tax Increment Financing Plan related thereto which is established and approved within Development District No. 3, shall have the following respective meanings, unless the context specifically requires otherwise.

1. "City" means the City of Owatonna, Minnesota.
2. "City Council" means the City Council of the City.
3. "County" means Steele County, Minnesota.

4. "Developer" means the private party undertaking construction within the TIF District.
5. "Development" means the construction of an approximate 9,000 square foot addition to an existing approximate 29,514 square foot manufacturing facility in the City.
6. "Development District" means Development District No. 3 in the City, created and established pursuant to and in accordance with the Development District Act.
7. "Development District Act" means Minnesota Statutes, Sections 469.124 through 469.133, as amended and supplemented from time to time.
8. "Development Program" means the Development Program for the Development District, as amended and supplemented from time to time.
9. "Public Development Costs" means the cost of the Development, including administrative expenses, and interest as a financing cost, which will be paid or financed with tax increments from the TIF District, but not to exceed the estimated tax increment generated by the development activity expected to occur within the Development District and TIF District.
10. "Property" means the approximate 4.24 acre site within the TIF District as described in Section 3.03.2 of the TIF Plan.
11. "Project Area" means the geographic area of the Development District.
12. "Project Costs" means Public Development Costs.
13. "School District" means Owatonna Public Schools, Independent School District 761.
14. "State" means the State of Minnesota.
15. "Tax Increment Bonds" means any tax increment bonds as defined in Section 469.174, subd. 3 of the TIF Act, issued by the City to finance Public Development Costs, and any obligations issued to refund such bonds, pursuant to Section 469.178 of the TIF Act.
16. "TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794 as amended, both inclusive.
17. "TIF District" means Tax Increment Financing (Economic Development) District No. 3-18 (Sputtering Components).
18. "TIF Plan" means the tax increment financing plan for the TIF District (this document).

SECTION 1.03 EXHIBITS

The following exhibits are attached to and by reference made a part of the Development Program and Tax Increment Financing Plan:

- Exhibit I: Present Value Analysis.
- Exhibit II: Projected Tax Increment
- Exhibit III: Impact on Other Taxing Jurisdictions
- Exhibit IV: Estimated Tax Increment Over Life of District
- Exhibit V: Maps of Development District and TIF District

SECTION 1.04 PLAN PREPARATION

This document was prepared for the City by Northland Public Finance, part of Northland Securities, Inc.

ARTICLE II - DEVELOPMENT PROGRAM

SECTION 2.01 OVERVIEW

The City hereby modifies Development District No. 3 and the related Development Program as a tool to achieve the objectives described in Section 2.02. The Development District serves as the "Project Area" for the tax increment financing districts established within its boundaries. The Development Program describes the City's objectives for the development of this area and the use of tax increment financing.

SECTION 2.02 STATEMENT OF OBJECTIVES

The establishment and modification of the Development District pursuant to the Development District Act is necessary and in the best interests of the City and its residents and is necessary to give the City the ability to meet certain public purpose objectives that would not be obtainable in the foreseeable future without intervention by the City in the normal development process.

The City intends, to the extent permitted by law, to accomplish the following objectives through the implementation of the Development Program:

1. Provide for the acquisition of land and construction and financing of the private development in the Development District which are necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.
2. Encourage the redevelopment of blighted and under-utilized areas of the City.
3. Facilitate the removal of deteriorated structures and encourage redevelopment in commercial areas providing high levels of property maintenance and private investment.
4. Provide parking needed to support development and encourage use of shared parking to promote additional private development.
5. Build, maintain improve, and reconstruct public improvements and utilities needed to support development.
6. Promote and secure the prompt and unified development of certain property in the Development District, which property is not now in productive use or in its highest and best use, with a minimum adverse impact on the environment, and thereby promote and secure the desirable development of other land in the City.
7. Promote and secure additional employment opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards and reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
8. Secure the increase in values of property subject to taxation by the City, the School District, the County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs that they are required to provide.
9. Promote the concentration of new unified development consisting of desirable industrial and other appropriate development in the Development District so as to maintain these areas in a manner compatible with its accessibility and prominence in the City.
10. Encourage the expansion and improvement of local business, economic activity and development, whenever possible.
11. Create a desirable and unique character within the Development District through quality land use alternatives and design quality in new buildings.

SECTION 2.03 BOUNDARIES OF DEVELOPMENT DISTRICT

The boundaries of the Development District are coterminous with the boundaries of the following tax increment financing districts, as shown in the map in Exhibit V.

- Tax Increment Financing District No. 3-6 (Viracon)
- Tax Increment Financing District No. 3-7 (Kerry)
- Tax Increment Financing District No. 3-8 (Daikin)
- Tax Increment Financing District No. 3-9 (Cybex)
- Tax Increment Financing District No. 3-10 (Pro-Pet)
- Tax Increment Financing District No. 3-11 (Cemstone)
- Tax Increment Financing District No. 3-12 (Costco)
- Tax Increment Financing District No. 3-13 (Daiken #2)
- Tax Increment Financing District No. 3-14 (Bosch)
- Tax Increment Financing District No. 3-15 (CDI)
- Tax Increment Financing District No. 3-16 (Kamp)
- Tax Increment Financing District No. 3-17 (FoamCraft)
- Tax Increment Financing District No. 3-18 (Sputtering Components)

SECTION 2.04 DEVELOPMENT ACTIVITIES

The City will perform or cause to be performed, to the extent permitted by law, all project activities pursuant to the Development District Act, the TIF Act, and other applicable state laws, and in doing so anticipates that the following may, but are not required, to be undertaken by the City:

1. The making of studies, planning, and other formal and informal activities relating to the Development Program.
2. The implementation and administration of the Development Program.
3. The rezoning of land within the Development District.
4. The acquisition of property, or interests in property, by purchase or condemnation, which acquisition is consistent with the objectives of the Development Program.
5. The preparation of property for use and development in accordance with applicable Land Use Regulations and the Development Agreement, including demolition of structures, clearance of sites, placement of fill and grading.
6. The resale of property to private parties.
7. The construction or reconstruction of site improvements to property within a tax increment financing district.
8. The construction, improvement and maintenance of parking facilities.
9. The construction, improvement and maintenance of streets, sidewalks, alleys, and public utilities.
10. The issuance of Tax Increment Bonds to finance the Public Development Costs of the Development Program, and the use of tax increment revenue available to the City to pay or finance the Public Development Costs of a tax increment financing district, as provided in a tax increment financing plan, incurred or to be incurred by it pursuant to the Development

Program.

11. The use of tax increment revenue to pay debt service on the Tax Increment Bonds or otherwise pay or reimburse with interest the Public Development Costs of a tax increment financing district, as provided in a tax increment financing plan.

SECTION 2.05 PAYMENT OF PUBLIC DEVELOPMENT COSTS

Public Development Costs and the plan for their payment are described in each tax increment financing plan for each tax increment financing district established within the boundaries of the Development District. Public Development Costs of the Development Program will be paid primarily from tax increment revenues from tax increment financing districts within the Development District. The City may utilize other available sources of revenue which the City may apply to pay a portion of the Public Development Costs.

SECTION 2.06 ENVIRONMENTAL CONTROLS; LAND USE REGULATIONS

All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental controls and all applicable land use regulations.

SECTION 2.07 PARK AND OPEN SPACE TO BE CREATED

Park and open space within the Development District, if created, will be created in accordance with the City's Comprehensive Plan and zoning and subdivision ordinances.

SECTION 2.08 PROPOSED REUSE OF PROPERTY

The Development Program provides that the City may acquire property and reconvey the same to another entity. All parcels in the Development District are eligible for acquisition. In acquiring land, the City will require the execution of a binding development agreement with respect thereto and evidence that tax increment revenues or other funds will be available to repay the costs associated with the proposed acquisition of property. It is the intent of the City to negotiate the acquisition of property whenever possible. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any development agreement to which the City is a party.

SECTION 2.09 ADMINISTRATION AND MAINTENANCE OF DEVELOPMENT DISTRICT

Maintenance and operation of the Development District will be the responsibility of the City Administrator who shall serve as administrator of the Development District. Each year the Administrator will submit to the City Council the maintenance and operation budget for the following year. The Administrator will administer the Development District pursuant to the provisions of Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the City Council. No action taken by the Administrator pursuant to the above-mentioned powers shall be effective without authorization by the City Council.

SECTION 2.10 AMENDMENTS

The City may alter and amend the Development Program or enlarge or reduce the size of the Development District all pursuant to the Development District Act.

ARTICLE III - TAX INCREMENT FINANCING DISTRICT AND PLAN

SECTION 3.01 STATUTORY AUTHORITY

Tax Increment Financing (Economic Development) District No. 3-18 and the TIF Plan therefor are established and adopted under the authority of the TIF Act.

SECTION 3.02 PLANNED DEVELOPMENT

3.02.1 Statement of Objectives

The objectives which the City seeks to achieve through the implementation of the TIF District are set out in the Development Program.

3.02.2 Development Description

The Development within the TIF District includes the construction of an approximate 9,000 square foot addition to an existing approximate 29,514 square foot manufacturing facility in the City.

3.02.3 City Plans and Development Program

In addition to achieving the objectives of the Development Program, the Development is consistent with and works to achieve the development objectives of the City. The TIF Plan for the TIF District conforms to the general plan for development of the City as a whole.

3.02.4 Property Acquisition

The City does not plan to acquire property within the TIF District.

3.02.5 Development Activities

As of the date of approval of the TIF Plan, there are no development activities proposed in the TIF Plan that are subject to contracts.

3.02.6 Need for Tax Increment Financing

The Development would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The Developer has represented to the City that it could not proceed with the proposed construction of the Development in the TIF District without tax increment assistance to offset the high cost of the site improvements for the Development. The Developer has further represented that the expansion planned in the Development is necessary for the Developer to retain its current operations in the State, as well as to expand its business and increase jobs and the tax base in the State.

The TIF Plan conforms with the general development plan of the City and will generally complement and serve to implement policies adopted in the City's comprehensive plan. The Development is in accordance with the existing zoning for the property and the City's Planning Commission has determined that the Development is consistent with the comprehensive plan.

The TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development of the TIF District by private enterprise. The proposed Development will be used by the Developer, a private enterprise, for warehousing and distributing products and will afford maximum opportunity for the development of the applicable parcels consistent with the needs of the City. The Development will maximize the potential of an underutilized site and will increase the taxable market valuation of the City and the available warehouse and distribution facilities in the City.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above and is

shown in Exhibit I. This analysis indicates that the increase in estimated market value of the proposed development (less the present value of the projected tax increments for the maximum duration permitted by the TIF Plan) exceeds the estimated market value of the site prior to the establishment of the TIF District.

SECTION 3.03 TAX INCREMENT FINANCING DISTRICT

3.03.1 Designation

The TIF District is designated as Tax Increment Financing (Economic Development) District No. 3-18 (Sputtering Components).

3.03.2 Boundaries of TIF District

The boundaries of the TIF District are shown in the maps included in Exhibit V.

The TIF District boundaries includes the area of parcel identified as PID 17-479-0201, an approximate 4.24 acre site (the "Property), and all adjacent rights-of-way and abutting roadways to the Property.

3.03.3 Type of District

The TIF District is established as an "economic development" district pursuant to Sections 469.174 subd. 12, and 469.176, subd. 4c, of the TIF Act.

The TIF Act allow tax increments from an economic development district as a tax increment financing district that consists of any project or portions of a project which the City finds to be in the public interest because:

(1) it will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality;

(2) it will result in increased employment in the state;

(3) it will result in preservation and enhancement of the tax base of the state; or

(4) it satisfies the requirements of a workforce housing project under Section 469.176, subd. 4c, paragraph (d) of the TIF Act.

The City finds the Development to be in the public interest because it will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality, it will result in increased employment in the state and it will result in preservation and enhancement of the tax base of the state.

Revenue derived from tax increment from an economic development district may not be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities, if more than 15 percent of the buildings and facilities (determined on the basis of square footage) are used for a purpose other than:

(1) the manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;

(2) warehousing, storage, and distribution of tangible personal property, excluding retail sales;

(3) research and development related to the activities listed in clause (1) or (2);

(4) telemarketing if that activity is the exclusive use of the property;

(5) tourism facilities;

(6) space necessary for and related to the activities listed in clauses (1) to (5) or

(7) a workforce housing project that satisfies the requirements of Section 496.176, subd. 4c, paragraph (d) of the TIF Act.

The Development will be used for the purpose of manufacturing and 100% of the planned building will be used for this purpose. The Development is a qualified facility and meets the requirements in the TIF Act.

SECTION 3.04 PLAN FOR USE OF TAX INCREMENT

3.04.1 Estimated Tax Increment

The original tax capacity of value of the TIF District will be set by the County Auditor upon request for certification. The original tax capacity value may change over time based on the use and tax classification of each parcel.

For the purposes of the TIF Plan, the estimated original tax capacity is $32,402 based on the total current estimated market value of $1,657,600 of the Property as described in Section 3.03.2.

The estimated total tax capacity value of the property after completion of the Development is $52,632. This amount is based on a total estimated taxable market value of $2,706,600 classified as commercial property. The taxable market value is an estimate for purpose of estimating tax increment for the TIF Plan. The actual market value, as will be assessed by the County Assessor, may vary from this estimate.

The difference between the total tax capacity value and the original tax capacity value is the captured tax capacity value for the creation of tax increment. It is the City's intent to retain 100% of the captured tax capacity value for the life of the TIF district.

The original tax rate for the TIF District, as certified by the auditor of the County, will be the sum of all the local tax rates excluding that portion of the school rate attributable to the general education levy (under Minnesota Statutes Section 126C.13) that apply to property in the district.

Tax increment estimates included in the TIF Plan are based on an estimated combined local tax rate of 129.64% (Pay 2024 tax rate). The original tax rate for the District will be based on the current tax rate based on the actual certification date for the TIF District and will vary from the estimated tax rate.

Pursuant to Section 469.177, subd. 2 of the TIF Act, it is found and declared that all of the captured tax capacity generated within the TIF District is necessary to finance or otherwise make permissible expenditures authorized by Section 469.176, subd. 4 of the TIF Act.

Under these assumptions, the estimated annual tax increment upon completion of the Development is $26,131 (after deducting the State Auditor's Office fee of 0.36% of the tax increment distribution) in the first year of tax increment collection. The actual tax increment will vary according to the certified original tax capacity value and original tax rate, the actual property value produced by the proposed development and the changes in property value and state laws that govern calculation of property taxes over the life of the district. Exhibit II contains the projected tax increment over the life of the TIF District.

3.04.2 Public Development Costs

The City plans to use tax increment to pay the Public Development Costs. The Public Development Costs eligible for reimbursement from tax increment pursuant to the TIF Act may include land acquisition, site improvements and preparation costs, utilities, other qualified costs, and costs related to the establishment of the TIF District and other administration costs.

3.04.3 Estimated Sources and Uses of Funds

The estimated sources of revenue, along with the Public Development Costs of the TIF District, are itemized in Figure 3-1. These estimates are based on the best available information for the sources and uses of funds. Such costs are eligible for reimbursement from tax increment from the TIF District. The City reserves the right to administratively adjust the amount of any of the Project Cost line items listed in Figure 3-1, so long as the "Total Estimated Project Costs" is not increased, not including interest expense.

Figure 3.1
City of Owatonna
Tax Increment Financing District No. 3-18
TIF Plan Estimated Sources and Uses of Funds
Sputtering Components Expansion

	Total
Estimated Tax Increment Revenues (from tax increment generated by the district)	
Tax increment revenues distributed from the county	$260,946
Interest and investment earnings	$0
Total Estimated Tax Increment Revenues	$260,946
Estimated Project/Financing Costs (to be paid or financed with tax increment)	
Project costs	
Land/building acquisition	
Site improvements/preparation costs	$176,063
Utilities	$0
Other qualifying improvements	$0
Administrative costs	$26,095
Estimated Tax Increment Project Costs	$202,158
Estimated financing costs	
Interest expense	$58,789
Total Estimated Project/Financing Costs to be Paid from Tax Increment	$260,946
Estimated Financing	
Total amount of bonds to be issued	$202,158

3.04.4 Administrative Expense

Tax increment shall be used to pay documented administrative expenses of the City for administration of the TIF District. The tax increment used to pay administrative expenses will not exceed 10% of the total estimated tax increment expenditures included in Figure 3-1. Increments used to pay the county's administrative expenses are not subject to the 10% limit. The City will use these monies to pay for and reimburse the City for costs of administering the TIF District, pursuant to the limitation in the TIF Act. Section 469.174, subd. 14 of the TIF Act defines administrative expenses or administrative costs.

3.04.5 County Road Costs

The Development will not substantially increase the use of county roads and necessitate the need to use tax increments to pay for county road improvements.

3.04.6 Bonded Indebtedness

Tax Increment Bonds issued in connection with "any project for which tax increment financing has been undertaken" must be one of the types of bonds expressly authorized by Section 469.178 of the TIF Act. The types of bonds include general obligation bonds supported by tax increment, revenue bonds (including "pay-as-you-go" obligations); and interfund loans or advances.

The total amount of bonds estimated to be issued to pay Public Development Costs is shown in Figure 3.1. The City will not issue general obligation bonds as a result of the TIF Plan. The City plans to use tax increments to reimburse itself for administrative expense and to reimburse the Developer on a pay-go basis through issuance of a Tax Increment Financing Revenue Note, payable solely from tax increment from the TIF District, for certain Public Development Costs, with interest.

The City may approve an interfund loan to reimburse itself for administrative expense it will incur for the TIF District. The City may advance or loan money to finance expenditures, under Section 469.176, subd. 4 of the TIF Act, from the general funds of the City or any other legally authorized fund to finance qualified expenditures, subject to the provisions defined in this section of the TIF Act.

3.04.7 Duration of TIF District

The duration to collect and spend tax increments on eligible purposes is set at the maximum duration of eight (8) years after the date of receipt of the first tax increment or nine (9) years of tax increment collection. The estimated first year of tax increment collection is 2027. The estimated decertification date is 12/31/2035.

3.04.8 Estimated Impact on Other Taxing Jurisdictions

Exhibits III and IV show the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City finds that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The City anticipates minimal impact of the proposed development on city-provided services. A slight increase in water and sewer usage is expected. It is anticipated that there may be a slight but manageable increase in police and fire protection duties due to the development.

3.04.9 Prior Planned Improvements

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District. The City will include this statement with the request for certification to the County Auditor. If building permits had been issued during this time period, then the County Auditor would increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

ARTICLE IV – ADMINISTERING THE TIF DISTRICT

SECTION 4.01 FILING AND CERTIFICATION

The filing and certification of the TIF Plan consists of the following steps:

1. Upon adoption of the TIF Plan, the City shall submit a copy of the TIF Plan to the Minnesota Department of Revenue and the Office of the State Auditor.
2. The City will request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements.

SECTION 4.02 MODIFICATIONS OF THE TAX INCREMENT FINANCING PLAN

The City reserves the right to modify the TIF District and the TIF Plan. Pursuant to the TIF Act, the following actions can only be approved after satisfying all the necessary requirements for approval of the original TIF Plan (including notifications and public hearing):

- Reduction or enlargement in the geographic area of the Development District or the TIF District.

- Increase in the amount of bonded indebtedness to be incurred.
- Increase in the amount of capitalized interest.
- Increase in that portion of the captured net tax capacity to be retained by the City.
- Increase in the total estimated Project Costs.
- Designation of additional property to be acquired by the City.

Other modifications can be made by resolution of the City Council. In addition, the original approval process does not apply if (1) the only modification is elimination of parcels from the TIF District and (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the auditor of the County of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

SECTION 4.03 FOUR-YEAR KNOCKDOWN RULE

Pursuant to Section 469.176, subd. 6 of the TIF Act, the Four-Year Knockdown Rule requires that if after four years from certification of the TIF District no demolition, rehabilitation, renovation or site improvement, including a qualified improvement of an adjacent street, has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the auditor of the County, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the auditor of the County that such activity has commenced and the parcel shall once again be included in the TIF District. The auditor of the County shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue of the State, and add such amount to the original net tax capacity of the TIF District.

SECTION 4.04 FIVE YEAR RULE AND SIX YEAR RULE

Pursuant to Section 469.1763, subd. 2 of the TIF Act at least 80% of the total revenue derived from tax increments paid by properties in the TIF District must be expended on activities in the in the TIF District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities in the district or to pay, or secure payment of, debt service on credit enhanced bonds.

Not more than 20% of the total revenue derived from tax increments paid by properties in the TIF District may be expended, through a development fund or otherwise, on activities outside of the TIF District but within the defined geographic area of the project except to pay, or secure payment of, debt service on credit enhanced bonds. All administrative expenses for the TIF District will be considered to be expenditures for activities outside of the TIF District pursuant to requirements within the TIF Act.

Five Year Rule

Revenues derived from tax increments paid by properties in the TIF District that are expended on an activity within the district will instead be considered to have been expended on an activity outside the district for purposes of Section 469.1763, subd. 2 of the TIF Act unless:

(1) before or within five years after certification of the district, the revenues are actually paid to a third party with respect to the activity;

(2) bonds, the proceeds of which must be used to finance the activity, are issued and sold to a third party before or within five years after certification of the district, the revenues are spent to repay the bonds, and the proceeds of the bonds either are, on the date of issuance, reasonably expected to be spent before the end of the later of (i) the five-year period, or (ii) a reasonable temporary period within the meaning of the use of that term under section 148(c)(1) of the Internal Revenue Code, or are deposited in a reasonably required reserve or replacement fund;

(3) binding contracts with a third party are entered into for performance of the activity before or within five years after certification of the district and the revenues are spent under the contractual obligation;

(4) costs with respect to the activity are paid before or within five years after certification of the district and the revenues are spent to reimburse a party for payment of the costs, including interest on unreimbursed costs; or

(5) revenues are spent for housing purposes as described by Section 469.1763, subd. 2 of the TIF Act, paragraph (b).

(b) For purposes of this subdivision, bonds include subsequent refunding bonds if the original refunded bonds meet the requirements of paragraph (a), clause (2).

It is anticipated that all tax increments collected in the TIF District will be spent or obligated before within five years after certification of the TIF District.

Six Year Rule

Pursuant to Section 469.1763, subd. 4 of the TIF Act, beginning with the sixth year following certification of the TIF District, the use of tax increment derived from property within the TIF District is further limited. The general concept of the Six Year Rule provides that the TIF District must be decertified when the product of the applicable in-district percentage multiplied by cumulative revenues derived from tax increments paid by properties in the district that have been collected through the end of the calendar year, equals or exceeds an amount sufficient to pay costs and obligations. The City will administer the TIF District in compliance with the Six Year Rule.

SECTION 4.05 FINANCIAL REPORTING AND DISCLOSURE REQUIREMENTS

The City will comply with the annual reporting requirements of state law pursuant to the guidelines of the Office of the State Auditor. Under current law, the City must prepare and submit a report on the TIF District on or before August 1 of each year. The City must also annually publish in a newspaper of general circulation in the City an annual statement for each tax increment financing district.

The reporting and disclosure requirements outlined in this section begin with the year the district was certified, and shall end in the year in which both the district has been decertified and all tax increments have been spent or returned to the county for redistribution. Failure to meet these requirements, as determined by the State Auditors Office, may result in suspension of distribution of tax increment.

SECTION 4.06 BUSINESS SUBSIDY COMPLIANCE

The City will comply with the business subsidies requirements specified in Minnesota Statutes, Sections 116J.993 to 116J.995.

Exhibit I
City of Owatonna
Tax Increment Financing District No. 3-18
Present Value Analysis As Required By Section
469.175(3)(2) of the TIF Act

1	Estimated Future Market Value w/ Tax Increment Financing	2,930,860 [1]
2	Payable Pay 2024 Market Value	1,657,600
3	Market Value Increase (1-2)	1,273,260
4	Present Value of Future Tax Increments	195,626
5	Market Value Increase Less PV of Tax Increments	1,077,634
6	Estimated Future Market Value w/o Tax Increment Financing	1,794,943 [1]
7	Payable Pay 2024 Market Value	1,657,600
8	Market Value Increase (6-7)	137,343
9	Increase in MV From TIF	940,291 [2]

[1] *Assume 1.00% annual appreciation over 9 year life of district.*

[2] *Statutory compliance achieved if increase in market value from TIF (Line 9) is greater than or equal to zero.*

Exhibit II
City of Owatonna
Tax Increment Financing District 3-18 (Economic Development)
Sputtering Components Expansion
Projected Tax Increment Financing (TIF) Cash Flow

TIF District Year	Taxes Payable Year	Taxable Market Value	Tax Capacity	Base Tax Capacity	Captured Tax Capacity for TIF	Original Tax Rate	TIF from District	PV Available TIF from District
1	2027	2,706,600	52,632	32,402	20,230	129.64%	26,131	23,871
2	2028	2,733,666	53,173	32,402	20,771	129.64%	26,830	47,199
3	2029	2,761,003	53,720	32,402	21,318	129.64%	27,537	69,988
4	2030	2,788,613	54,272	32,402	21,870	129.64%	28,250	92,241
5	2031	2,816,499	54,830	32,402	22,428	129.64%	28,970	113,962
6	2032	2,844,664	55,393	32,402	22,991	129.64%	29,698	135,155
7	2033	2,873,110	55,962	32,402	23,560	129.64%	30,432	155,826
8	2034	2,901,842	56,537	32,402	24,135	129.64%	31,174	175,980
9	2035	2,930,860	57,117	32,402	24,715	129.64%	31,925	195,626
						TOTAL =	260,946	195,626

Key Assumptions for Cash Flow:

1. Taxable market value (TMV) is assumed to increase by 1.0% annually.
2. Original Tax Capacity Rate estimated based on Taxes Payable Year Pay 2024.
3. Election for captured tax capacity is 100.00%.
4. Base Tax Capacity is calculated based on estimated taxable market value of $1,657,600 for PID 17-479-0201.
5. Present Value (PV) calculated based on semi-annual payments, interest rate 5.0%, dated date 1/1/2026.
6. TIF from District is after deduction of State Auditor fee of 0.36%.
7. Taxable Market Value (TMV) includes estimated value of all property in district, including existing building, and construction of an approximate 9,000 SF expansion of the qualified facility at estimated TMV of $1,049,000 (in today's dollars).
8. TIF to City for Admin equals 10% of the TIF from District.

Exhibit III
City of Owatonna
Tax Increment Financing District No. 3-18
Impact on Other Taxing Jurisdictions
(Taxes Payable Pay 2024)

Annual Tax Increment

Estimated Annual Captured Tax Capacity (Full Development)	$24,715
Payable Pay 2024 Local Tax Rate	129.635%
Estimated Annual Tax Increment	$32,040

Percent of Tax Base

	Net Tax Capacity (NTC)	Captured Tax Capacity	Percent of Total NTC
City of Owatonna	33,651,269	24,715	0.07%
Steele County County	67,134,131	24,715	0.04%
ISD #761	49,709,839	24,715	0.05%

Dollar Impact of Affected Taxing Jurisdictions

	Net Tax Capacity (NTC)	% of Total	Tax Increment Share	Added Local Tax Rate
City of Owatonna	58.752%	45.321%	14,521	0.043%
Steele County County	45.308%	34.950%	11,198	0.017%
ISD #761	25.575%	19.728%	6,321	0.013%
Other	0.000%	0.000%	0	
Totals	129.635%	100.000%	32,040	

NOTE NO. 1: Assuming that ALL of the captured tax capacity would be available to all taxing jurisdictions even if the City does not create the Tax Increment District, the creation of the District will reduce tax capacities and increase the local tax rate as illustrated in the above tables.

NOTE NO. 2: Assuming that NONE of the captured tax capacity would be available to the taxing jurisdiction if the City did not create the Tax Increment District, then the plan has virtually no initial effect on the tax capacities of the taxing jurisdictions. However, once the District is established, allowable costs paid from the increments, and the District is terminated, all taxing jurisdictions will experience an increase in their tax base.

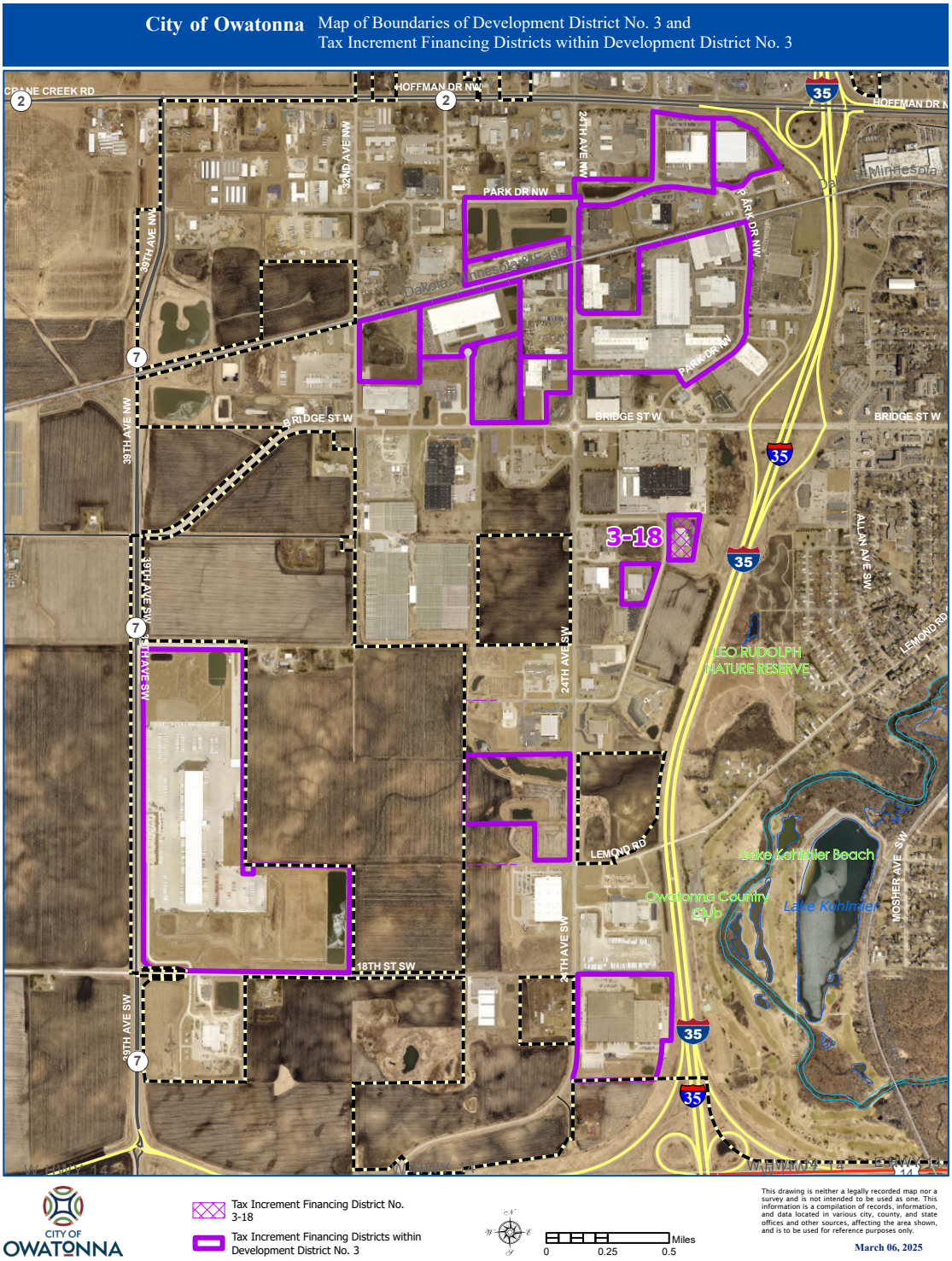
Exhibit IV
City of Owatonna
Tax Increment Financing (Economic Development) District No. 3-18
Estimated Tax Increments Over Maximum Life of District

					Based on Pay Pay 2024 Tax Rate =	*129.635%*	*58.752%*	*45.308%*	*25.575%*
TIF District Year	**Taxes Payable Year**	**New Taxable Market Value**	**New Tax Capacity**	**Base Tax Capacity**	**Captured Tax Capacity**	**Estimated Total Tax Increments**	**City TIF Related Share**	**County TIF Related Share**	**School TIF Related Share**
1	2027	2,706,600	52,632	32,402	20,230	26,225	11,886	9,166	5,174
2	2028	2,733,666	53,173	32,402	20,771	26,927	12,204	9,411	5,312
3	2029	2,761,003	53,720	32,402	21,318	27,636	12,525	9,659	5,452
4	2030	2,788,613	54,272	32,402	21,870	28,352	12,849	9,909	5,593
5	2031	2,816,499	54,830	32,402	22,428	29,075	13,177	10,162	5,736
6	2032	2,844,664	55,393	32,402	22,991	29,805	13,508	10,417	5,880
7	2033	2,873,110	55,962	32,402	23,560	30,542	13,842	10,675	6,026
8	2034	2,901,842	56,537	32,402	24,135	31,287	14,180	10,935	6,172
9	2035	2,930,860	57,117	32,402	24,715	32,040	14,521	11,198	6,321
Total						261,889	118,692	91,532	51,666

Note: The Estimated Total Tax Increment shown above is before deducting the State Auditor's fee, which is payable at a rate of 0.36% of the Total Tax Increment collected. Exhibit II provides Estimated Total Tax Increment after deducting for the State Auditor's fee.

Exhibit V

Boundaries Map for Development District and TIF District



DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF OWATONNA, MINNESOTA

AND

SPUTTERING COMPONENTS, INC.

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
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80 South 8th Street
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement"), made as of the 1st day of April, 2025, by and between the City of Owatonna, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Sputtering Components, Inc., a Minnesota corporation (the "Developer"),

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Tax Increment District and the Development District; and

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

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

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement;

WHEREAS, the City has adopted criteria for awarding Business Subsidies that comply with the Business Subsidy law, after public hearings for which notices were published; and

WHEREAS, the City Council of the City has approved this Agreement as a subsidy agreement under the Business Subsidy Law;

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

ARTICLE I

DEFINITIONS

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

Agreement means this Development Agreement, by and between the City and the Developer, as the same may be from time to time modified, amended or supplemented;

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

Business Subsidy means the term as defined by Minnesota Statutes, Section 116J.993, Subdivision 3;

Business Subsidy Law means Minnesota Statutes, Section 116J.993 through 116J.995;

City means the City of Owatonna, Minnesota;

County means Steele County, Minnesota;

Developer means Sputtering Components, Inc., a Minnesota corporation, its successors and assigns;

Development District means Development District No. 3, including the real property described in the Development Program;

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

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

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

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

Note Payment Date means August 1, 2027, and each February 1 and August 1 thereafter to and including February 1, 2036; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

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

Project means the construction of an approximately 9,000 square-foot expansion to an existing 29,514 square-foot building to provide manufacturing space necessary for and related to manufacturing space to be occupied by the Developer, located in the City;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

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

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

Tax Increment District means Tax Increment Financing (Economic Development) District No. 3-18 (Sputtering Components) located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on April 15, 2025;

Termination Date means the earlier of (i) February 1, 2036, (ii) the date the TIF Note is paid in full as provided in the TIF Note, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(2) The Tax Increment District is an "economic development district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

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

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

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

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

(1) The Developer is a Minnesota corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of incorporation, or other document of similar import, or the laws of the State, and by proper action has authorized the execution and delivery of this Agreement.

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

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

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,

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

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

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

(7) The Developer shall commence construction of the Project by May 2, 2025, and the construction of the Project will be substantially completed by December 31, 2025, subject to Unavoidable Delays.

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Site Improvements and Legal and Administrative Expenses.

(1) The parties agree that the installation of the Site Improvements to be constructed by the Developer is essential to the successful completion of the Project. The costs of the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) $278,097, or (b) the actual costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3.

(2) The City shall pay the Legal and Administrative Expenses incurred by the City.

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

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the costs identified in Section 3.1(1) through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions.

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the Project has been completed and that the Developer has incurred and paid all costs of construction of the Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 5.00% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

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

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

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be

carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

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

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

Section 3.4. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

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

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

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

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

Section 3.5. Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date, the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

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

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

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

Section 3.6 Business Subsidies Law.

(1) In order to satisfy the Business Subsidy Law, the Developer acknowledges and agrees that: (i) the amount of the Business Subsidy granted to the Developer by the City under this Agreement is $278,097, which consists of the Reimbursement Amount and (ii) the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to preserve and increase the tax base in the City, and provide manufacturing facilities in the City. The Developer agrees that it will meet the following goals (the "Goals") in connection with the development of the Development Property: the Developer will create at least five (5) new full-time jobs within the earlier of (i) two years of the Developer's occupancy of the Project or (ii) the Benefit Date, at an annual median salary of $60,000 plus benefits.

(2) If no Goals are met, the Developer agrees to repay the City the amount of the Business Subsidy plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part by the Developer, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not retained or created at the wage level set forth above and the denominator of which is five (5) (i.e. number of jobs set forth in the Goals).

(3) The Developer agrees to (i) report its progress on achieving the Goals to the City until the later of the date the Goals are met or ten (10) years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Law on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of each year for the previous year, commencing March 1, 2026, and within 30 days after the deadline

for meeting the Goals. The City and the Authority agree that if reports are not received by the City, the City will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

(4) In addition to the assistance the City is granting to the Developer pursuant to this Agreement, the Developer also intends to apply for financial assistance from other "grantors" as defined in the Business Subsidies Act in connection with the Project, including the Minnesota Department of Employment Economic Development (Minnesota Investment Fund and Job Creation Fund).

(5) Buhler US Holdings is the parent corporation of the Developer.

(6) The Developer agrees to continue operations on the Development Property for at least five (5) years after the Benefit Date.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of developers that have failed to meet the terms of a business subsidy agreement.

ARTICLE IV

EVENTS OF DEFAULT

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

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

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

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

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

(5) If the Developer shall:

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

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

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

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

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

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

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

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

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

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

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

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

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in

this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as an "economic development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

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

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

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

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

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2; or to make any further payments on the TIF Note.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a warehouse and distribution facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

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

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

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

Sputtering Components, Inc.
Attention: Kory Klecker, General Manager
375 Alexander Drive
Owatonna, MN 55060

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

City of Owatonna, Minnesota
Attention: City Administrator
540 West Hills Circle
Owatonna, MN 55060

with a copy to:

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

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

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

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

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

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

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

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

CITY OF OWATONNA, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Owatonna, Minnesota and Sputtering Components, Inc.

SPUTTERING COMPONENTS, INC.

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of Owatonna, Minnesota and Sputtering Components, Inc.

EXHIBIT A

Description of Development Property

Property located in the City of Owatonna, Steele County, Minnesota with the following property identification number:

17-479-0201

EXHIBIT B

Form of TIF Note

No. R-1 $278,097

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF STEELE
CITY OF OWATONNA

TAX INCREMENT REVENUE NOTE
(SPUTTERING COMPONENTS PROJECT)

The City of Owatonna, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Sputtering Components, Inc. (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $278,097 as provided in that certain Development Agreement, dated as of April 1, 2025, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of five and no hundredths percent (5.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2027, and on each February 1 and August 1 thereafter to and including February 1, 2036, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part and without penalty, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District (Economic Development) No. 3-18 (Sputtering Components) (the "Tax Increment District") within its Development District No. 3 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of

no further force and effect following the earlier of the last Payment Date defined above, any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, the date the Tax Increment District is terminated, or the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

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

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

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

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

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

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

IN WITNESS WHEREOF, City of Owatonna, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20___.

_____	_____
City Administrator	Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

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

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
Sputtering Components, Inc. Attention: Kory Klecker, General Manager 375 Alexander Drive Owatonna, MN 55060		

EXHIBIT C

Site Improvements

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

CITY OF OWATONNA

Mayor Jessop

CITY OF OWATONNA

Council Minutes

Owatonna City Council Minutes
April 1, 2025 – Draft Copy

On Tuesday, April 1, 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, Burbank, Boeke, McCann, and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Police Chief Mundale; Assistant City Administrator Tuma, IT Technology Specialist Inz; City Administrator Busse, Administrative Coordinator Clawson. Council Members Dotson and Svenby, were unable to attend.

Following the roll call of members, Council Member McCann made a motion to approve the agenda as presented, Council Member Boeke seconded the motion, all members present voted aye in approval.

Mayor Jessop presented a proclamation for April as Child Prevention Month. 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. This proclamation was presented to the Owatonna Exchange Club last night in Central Park and blue ribbons tied around trees symbolizing awareness against child abuse.

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 18, 2025
- OPU Meeting - February 25, 2025
- Human Rights Commission Meeting - February 11, 2025
- Event Permit - NHS Color Run - OHS - May 10, 2025
- Retail Fireworks License – Walmart
- Tree Trimmer Permits
- Exempt Permit - St Mary's School of Owatonna - August 12-14, 2025
- Exempt Permit - Sacred Heart Church - August 15-17, 2025
- Flock Safety License Plate Reader (LPR)
    - Flock Safety is a US-based company that provides computer vision-enabled video surveillance technology for their license plate readers (LPR), gunshot detectors and real-time video cameras. LPRs are not traffic cameras but will serve as a force multiplier by directing law enforcement resources to areas based upon LPR alerts. 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". 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 for the requested eight LPR cameras. The cost is a $24,000.00 annual subscription.

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

An agreement for education and outreach services. 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. The total cost of the services is $9,734.00.

PFAS Source Identification and Reduction Grant - Minnesota Pollution Control Agency

A PFAS Source Identification and Reduction Grant from the Minnesota Pollution Control Agency. 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. The city will be reimbursed for all qualifying expenses related to the PFAS Identification and Reduction Project, up to $75,000.

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

Finance Report

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

$ 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
$ 171,113.33	Other Expenditures

$ 539,985.76	Subtotal
102,761.00	HRA Housing Assistance Payments
$ 642,746.76	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 present voted aye in approval.

First Reading Proposed Ordinance 25-05, Charitable Gambling

City Administrator Busse presented Proposed Ordinance 25-05 for council consideration to increase the number of charitable gambling premises permits from five per organization to eight in licensed liquor establishments. Concerns were received that the current limit is too restrictive, and staff advised increasing the number of permits per organization would not have a negative effect. Council Member Voss made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote was taken, voting aye were Council Members Burbank, Boeke, McCann, Voss and Raney; No Nays; the motion carried. The second/final reading of this proposed ordinance will be heard during the next Council Meeting on April 15, 2025.

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

City Attorney Walbran presented Proposed Ordinance 25-06 to adopt Supplement 8 to the 2015 City Code of Ordinances. American Legal Publication completed recodification of the City Code of Ordinances in 2015. Supplements are prepared with new ordinances since adoption of a prior supplement; this is the eighth supplement. Supp-8 includes 22 ordinances approved since adoption of Supp-7 in October 2023; the last ordinance included is Ordinance #1666, passed December 2, 2024. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote was taken, voting aye were Council Members Burbank, Boeke, McCann, Voss and Raney; No Nays; the motion carried. The second/final reading of this proposed ordinance will be heard during the next Council Meeting on April 15, 2025.

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

Public Works Director Murphy requested approval of Resolution 15-25 approving a variance from the standard for State Aid Operation for the 18th Street SE Trail Extension Project No. S.A.P. 153-090-002. 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, was signed August 21, 2025. The approved variance results in plan revisions to reflect the change to back in parking. Council Member Voss made a motion for

approval, Council Member Boeke seconded the motion, and all members present voted aye in approval.

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

Public Works Director Murphy commented that applications for Federal Highway funds, Statewide Transportation Improvement Plan (STIP) are currently being accepted for 2029. He requested approval of Resolution 16-25 authorizing request STIP funds for the Main Street (CSAH 48) Project, Main Street (CSAH 48) from Oak Avenue to Chambers Avenue. Steele County is leading the effort on this project, it is a County State Aid Highway. The Main Street project was initially slated for completion in 2029; but Steele County is now proposing this project for next year, 2026. The county was awarded STIP funds during 2026 for use towards the East Side Corridor Project; however, they have a better chance to deliver the Main Street Project within the required time fame. The City will reimburse the county when these STIP funds are received, this is a request for a $749,000 STIP distribution during 2029. A Feasibility Study was presented and approved during the City Council Meeting on May 16, 2023, for the Main Street Project. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion. Council Member Boeke asked what expense the city will incur towards the Main Street Project. Murphy responded the Total Estimated Project Cost is $7.7 million. Of these costs, those eligible for State Aid are $6.6 million, which will be paid 75% by the county and 25% by the city. The City's expense will be just under $1.7 million but this does not include costs for aesthetics like lighting changes or streetscape amenities similar to those used in the Cedar Avenue N Streetscape Project. With no additional comments, all members present voted aye for approval.

Authorization to Proceed - 2025 CIP Overlay

Public Works Director Murphy requested authorization to proceed with an advertisement for bids for the 2025 CIP Overlay. 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. Council Member Boeke made a motion for approval, Council Member McCann seconded the motion, all members present voted aye in approval.

Authorization to Proceed - 2025 Crack Sealing and Seal Coating Project

Public Works Director Murphy requested authorization to proceed with an advertisement for bids for the 2025 Crack Sealing and Seal Coating Project. The city 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 brought to Council for consideration when received. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye in approval.

2025 Deer Management Program

Park & Rec Director TW Dieckmann requested authorization for staff to apply for the annual Deer Management Program Permit through the MN Department of Natural Resources (DNR). The city's 2025 program will run similarly to the 2024 program, with a few slight changes as presented in the Staff Report during the March 18th City Council Meeting. Council Member Burbank made a motion for approval, Council Member McCann seconded the motion, all members present voted aye in approval.

STAFF COMMENTS

Jeff Mundale, Chief of Police, provided updates of recent activities at the Police Department.

- Hosted the Owatonna Community Leadership Academy on March 11th.
- Staffing updates: Two officers are currently in training. An offer for a Patrol Officer was made to a current CSO. Our CSO position has been used as a recruitment tool for potential officers. We have an open-ended application for officers and have received some good applicants and will continue to promote the application.
- Next week, the Police Explorers will be participating in the Explorer's 50th Celebration in Rochester. Teams from all over the country will be participating. Captain DuChene, Captain Sorenson and I will also be in Rochester to attend Executive Training.
- IC Poet Grant Applicants – Hope to acquire a candidate to attend this program when it is offered again. I anticipate that there will be a grant opportunity soon and plan to submit a RFP and apply for this grant. Last time, we had some good candidates identified but insufficient time to acquire the required clearance and unable to participate.
- FLOCK Safety System – Thank you for approving this license plate reader technology during tonight's meeting. It will take some time for Owatonna to develop this program, weather does not affect the use of these cameras. Faribault has this system which assisted them in several arrests over the last several years. Mankato and Albert Lea are also looking into acquiring this system. Currently 53 MN communities use FLOCK Safety systems.
- Officer Martin and Vegas attended a SHOC yesterday at the school, they always make a big hit with the students.
- Detective Berg will be making a presentation at Sr Place regarding fraud against seniors.
- May 15th is the date set for the 2025 Police Officer Banquet. The "Officer of the Year" has not been announced and consideration in process. This annual banquet is hosted by the Moonlighter's Exchange Club.

PUBLIC COMMENTS

Gale Knapp, 249 E Main Street – Commented that her home is a historical home and access to her home will be affected by the Main Street Project. She is interested in the design of this project and requests that homeowners along the street be consulted as project plans proceed. Accessibility to her home (front entrance, new side entrance and garage entrance) will all be affected as will access to her next-door neighbor's home.

Melissa Zimmerman, 2525 Stony Creek Dr – Commented that she had prepared a comment for tonight's meeting but now changing after the action taken for federal funding planned for the East-side Corridor Project during 2026 is now directed to the 2026 Main Street Project. She asked if the change in the funding allocations, will push back or void the East Side Corridor Project? She asked everyone be kept in the loop that will be affected by these projects.

MAYOR AND COUNCIL COMMENTS:

Council Member Raney thanked everyone for attending the meeting.

At 7:32 p.m., Council Member Boeke made a motion to adjourn, Council Member Burbank seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator

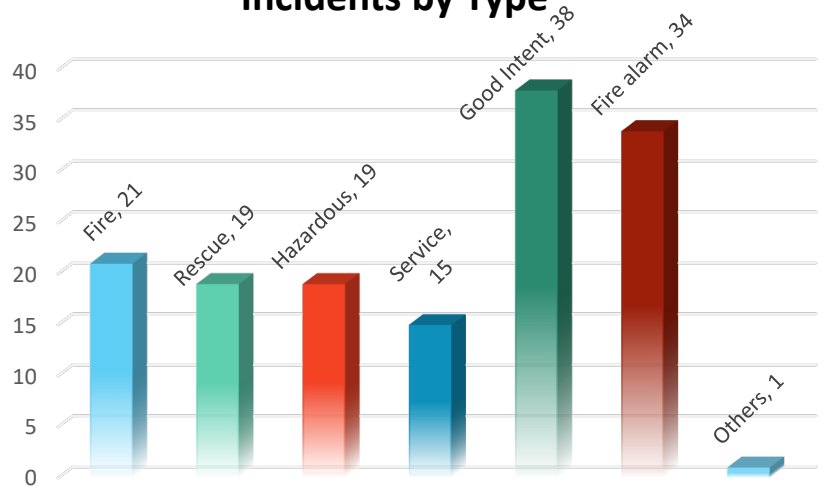
CITY OF OWATONNA

Department Reports

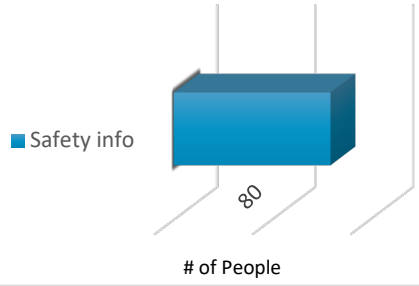
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

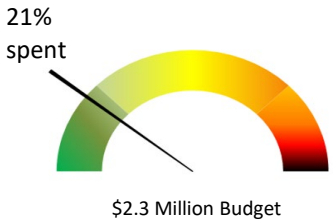
Incidents by Type



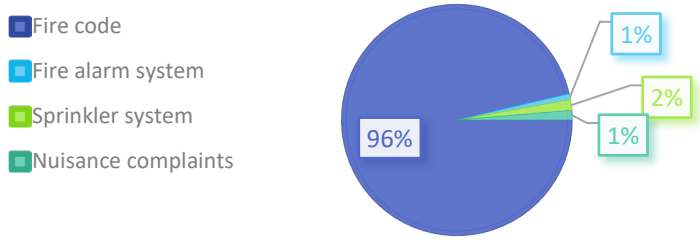
Public Education



Expenditures

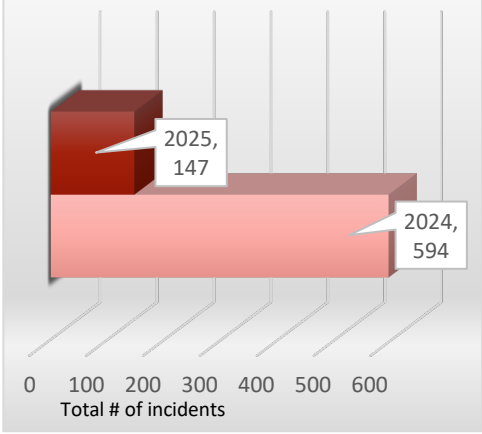


Inspections by Type

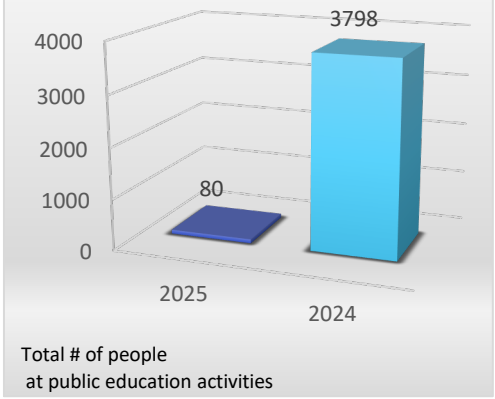


2025 VS 2024 STATISTICS

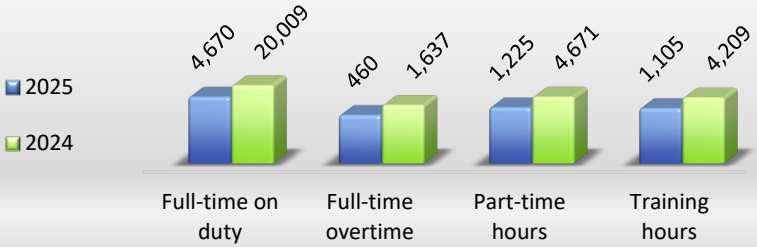
Incidents



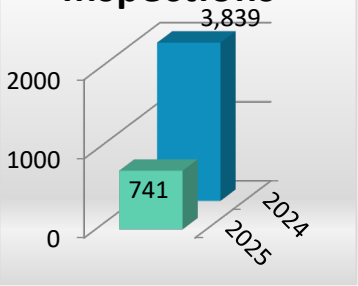
Public Education



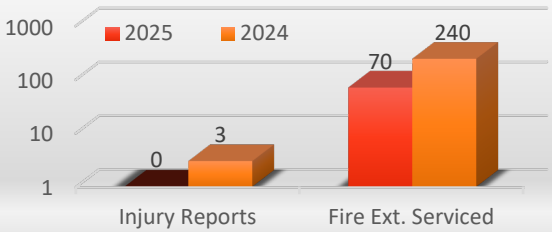
Staff Hours



Inspections



Safety Services



Updated through March 2025

2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151	349										714	2953
Fire alarm inspections	4	1	1										6	13
Sprinkler system inspections	7	3	1										11	66
Nuisance inspections	2	4	4										10	266
Weed inspections	0	0	0										0	742
Sprinkler system permits issued	3	2	3										8	26
Fire alarm system permits issued	1	1	0										2	21
Hood/Suppression system permits issued	1	1	0										2	2
Plan reviews	10	6	7										23	98
Code reviews	3	4	4										11	34
# Knox boxes checked	0	1	0										1	10

PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0	0										0	460
# people given extinguisher demos	0	0	0										0	207
# people at truck visits	0	0	0										0	1840
# people fire safety information	30	0	50										80	1289
# people juvenile firesetters	0	0	0										0	2

EMERGENCY RESPONSE SERVICES		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents	City incidents	51	34	39										124	521
	Rural incidents	4	7	10										21	70
	Mutual aid given	2	0	0										2	3
Monthly Totals		57	41	49										147	594
Type of Incidents	Fire	10	6	5										21	48
	Rescue calls	5	5	9										19	117
	Hazardous conditions	4	9	6										19	77
	Service calls	4	4	7										15	38
	Good intent calls	16	7	15										38	131
	Fire alarms	17	10	7										34	179
	Others	1	0	0										1	4
Monthly Totals		57	41	49										147	594
Total training hours		320.34	372.66	411.83										1105	4209

SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0	0										0	3
# lost work hours	0	0	0										0	0
# fire extinguishers serviced	70	0	0										70	240
TOTAL HOURS														
Full-time shift hours worked	1528.00	1344.00	1797.75										4669.75	20009.00
Full-time overtime hours worked	244.50	163.08	52.02										459.60	1636.58
Paid-on-Call hours worked	388.25	389.75	447.00										1225.00	4671.00
Monthly Hours Worked Total	2160.75	1896.83	2296.77										6354.35	26316.58

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2024 AND 2025													Ken Beck, Building Official	
	DWELLINGS		ACCESSORY		COMMERCIAL		ADD. & ALT.		DUPLEX/APTS		DEMO		TOTAL	
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.		NO.	VALUE
Jan '24	0	0	2	6,500	33	7,806,205	95	763,150	0	0	0		130	8,575,855
Jan '25	0	0	0	0	22	13,865,031	85	566,740	0	0	0		107	14,431,771
Feb '24	2	700,000	4	7,500	52	8,218,972.00	198	1,725,152.62	0	0	0		256	10,651,624.62
Feb '25	1	317,000	1	500	40	15,540,396.00	185	1,110,858.11					227	16,968,754.11
Mar '24	3	940,000	5	8,250	75	10,847,903	289	$ 2,612,593.78					372	$ 14,408,746.78
Mar '25	1	317,000	14	51,721	59	17,995,810	278	$ 1,975,163.16			2		354	$ 20,339,694.16
Apr '24	3	940,000	19	81,750	107	44,321,109	446	$ 3,981,714.59	0	0	0		575	$49,324,573.59
Apr '25														
May '24	3	940,000	38	235,738	125	46,373,553.00	586	5,141,328.01					752	52,690,619.00
May '25														
Jun '24	3	940,000	52	338,988.00	141	48,105,001.10	730	6,515,257.09	2	400,000	2		930	56,299,246.19
Jun '25														
Jul '24	5	2,040,000	67	387,488.00	180	53,277,518.10	888	7,891,334.33	4	980,000	5		1149	64,576,340.43
Jul '25														
Aug '24	6	2,290,000	82	479,826.00	210	57,328,157.10	1058	9,938,435.49	4	980,000	5		1,365	71,016,418.59
Aug '25														
Sep '24	8	2,990,000	98	617,836.55	252	66,465,557.10	1187	11,171,273.45	4	980,000	6		1,555	82,224,667.10
Sep '25														
Oct '24	9	3,325,000	111	734,836.55	275	71,587,459.47	1,344	12,774,301.43	4	980,000	10		1,753	89,401,597.45
Oct '25														
Nov ' 24	10	3,675,000	117	763,486.55	297	73,111,653.47	1,441	13,487,903.07	4	980,000	10		1,879	92,018,043.09
Nov '25														
Dec '24	10	3,675,000	121	791,519.55	309	74,198,304	1,542	14,427,159.25	4	980,000	11		1,997	94,071,983.27
Dec '25														

**Starting April 2023, Commerical and Industrial are combined

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

Construction Report for Permits Issued through March, 2025

TYPE OF WORK	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2025 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	3	940,000		1	317,000	
ACCESSORY BUILDINGS	5	8,250.00		14	51,721.00	
(INCLUDES GARAGES, UTIL.						
BLDGS, SW. POOLS, ETC.)						
COMMERCIAL AND INDUSTRIAL PR	75	10,847,903.00		59	17,995,810.00	
RESIDENTIAL ADD. & ALT.	289	2,612,593.78		278	1,975,163.16	
DUPLEXES & APTS.	0	0	0	0	0	0
(INCLUDES ATTACHED SF)						
DEMOLITION PERMITS	0	0		2	0	
TOTAL PERMITS ISSUED	372	14,408,747	0	354	20,339,694	0

Licenses

Permits

EP-25-11

Events Permit Application

Status: Active

Submitted On: 4/1/2025

Primary Location

No location

Owner

No owner information

Applicant

Lisa Cochran
507-475-3451
lcochran@owatonna.org
120 S Oak Ave
Owatonna, MN 55060

Event Information

Event Name

Downtown Farmer's Market

Event Contact*

Lisa Cochran

Location of Event*

Central Park in Downtown Owatonna

Description of Event*

Farmers Market and possible Saturday Entertainment. Every Saturday May through October, 2025

Event Set Up Date

05/03/2025

Event Set Up Time*

5:00AM

Actual Event Date*

05/03/2025

Actual Event Time*

7:00AM

Clean Up Date*

10/25/2025

Clean Up Time

12:00 PM

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

Canceled

Estimated Attendance*

1200

Application Information

Sponsoring Organization Name*

Owatonna Business Partnership along with MainStreet Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-475-3451

Cell Phone

1-507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

John Meixner

Cell Phone*

507-455-0969

Alternate On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

Between 5-15, 1ft x 2ft, approximately

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

musical

Will sound amplification be used?*

Yes

Type*

Very small amp

Hours*

9am-11am

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*

10x10's, 10x20's for vendors

Fees may apply. No staking without approval.

Will there be temporary fencing?*

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

75

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*

Power that is in the park is fine and sufficient

Describe level of advertisement*

Social media, newsletters, print, posters, local TV, website, signs, radio

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

Yes

Number Needed*

1

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Each vendor is responsible for their own trash removal, no additional trash bins needed

Will event need traffic control?*

No

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

Vendors set up in lines around the sidewalks of the park and attendees walk along sidewalks. The event is well-organized organized.

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?*

People should leave. If there is a sound system being used on that particular day, there will be an announcement made. If severe weather is predicted before the start of the market, announcements will be made via social media, Downtown Owatonna's page

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

Name*

John Meixner

Phone Number*

507-455-0969

Email*

littleprofessor8@gmail.com

List any other pertinent information

I apologize for the lateness of this permit - I thought I had sent it, but that was for Cinco de Mayo - ooops. Bathrooms do not need to be open before 7:00AM. There are not places on this permit to put "maybe" answers or a range for numbers. We can have anywhere from 300-2000 people at each event, it is very weather related. The stage may not be used at all - it depends on the schedule for entertainment. Lisa Cochran or Brad Meier will be responsible for opening the stage if needed. This event does not need cones, but when I entered that it asked what size so I said small since I cannot leave it blank. If it is raining, the event goes on. It is only canceled if there is severe weather. This requires no extra services of City Departments except there may be more trash than usual to empty on Monday. We continue to enjoy our partnership with the City of Owatonna and appreciate the support they offer for community events like the Farmer's Market.

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

---

Central Park Stage Usage Information

Time*

9am

Open*

8:30am

Close*

12pm

Sound or Light Person Needed*

No

Size of Group that will be on stage*

1-4

Type of Group*

musical

Name of Person that will be Opening and Closing of Stage*

Lisa Cochran or Brad Meier

If Park Staff is needed to Open and Close Stage - fee of $100 for each operation will be required. Any group larger than 15 people will require use of extenders - 4 people will needed to put on extenders.

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*

Lisa Cochran
Apr 1, 2025

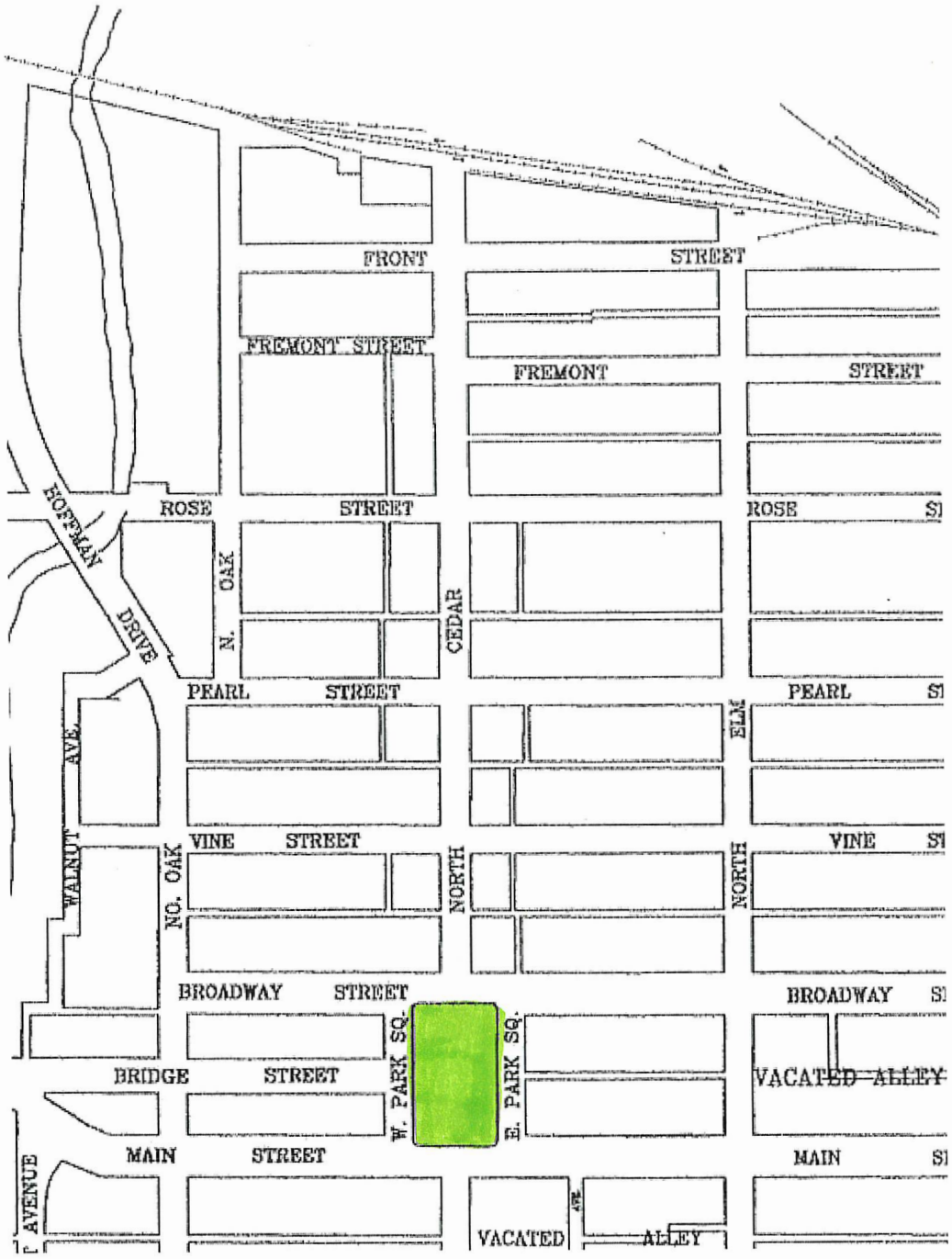
Internal Use

Special Provisions

Saturday mornings May-October 2025 in Central Park. Market is 7-noon, vendors arrive earlier and should be all clear before 1:00 pm.

2025 season

Shaded area is area that is used for Farmer's Market



Fire Department Approval / Comments / Notes

Approved with no additional comment.

Park & Rec. Department Approval / Comments / Notes

Approved with no additional comment.

Police Department Approval / Comments / Notes

Approved with no additional comment.

Public Works Department Approval / Comments / Notes

Approved with no additional comment.

Building & Inspection

Approved with no additional comment.

Date to Council

Consent Agenda item - April 15, 2025.

Council Notes

Items Needed

Central Park, sidewalks around the park and stage.

EP-25-14
Events Permit Application
Status: Active
Submitted On: 4/9/2025

Primary Location

No location

Owner

No owner information

Applicant

Scott Limberg
507-475-1317
scott@limbergproductions.com
301 North Cedar
Owatonna, MN 55060

Event Information

Event Name

Live Music at the Zamboni Event Center

Event Contact*

Scott Limberg

Location of Event*

301 North Cedar

Description of Event*

We are planning on holding an event with live music inside the Zamboni Event Center on May 10th and If we dont get the Certifiicate of occupancy for the large part of the Zamboni Event Center we would like to move the live music to the East Pearl street next to the building. We would have Grapefull Wine Bar in side the building on the smaller side serving Wines and Beers along with appitizers to any concert goers. We have crowd control baricades that we would use to create a area for the people drinking and listening to music. Matt Herzog would be the ban palying on a portable stage that would block the entire street.

Event Set Up Date

05/10/2025

Event Set Up Time*

10am

Actual Event Date*

05/10/2025

Actual Event Time*

6:30pm

Clean Up Date*

05/10/2025

Clean Up Time

10pm

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

Canceled

Estimated Attendance*

150

Application Information

Sponsoring Organization Name*

the Zamboni Event Center

Mailing Address*

422 S CEDAR AVE

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

thezeventcenter.com

Primary Contact

Name*

Scott Limberg

Phone Number*

507 475 1317

Cell Phone

Email Address*

scott@limbergproductions.com

Primary On-site Contact

Name*

Sammi Wencl

Cell Phone*

507 676-6180

Alternate On-site Contact

Name*

Scott Limberg

Cell Phone*

507 475-1317

Refer Media or Citizen Inquiries To:

Name*

Scott Limberg

Phone*

507 475-1317

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

10am until 10pm

Date*

05/10/2025

Name of Requested Street(s)*

East Pearl st

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

10am until 10pm

Date*

05/10/2025

Public Parking Lots or Spaces*

Yes

Start/End Time*

1am until 10pm

Date*

05/10/2025

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Live Music

Will sound amplification be used?*

Yes

Type*

PA System

Hours*

6:30 until 9pm

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*

Portable Stage Truck

Fees may apply. No staking without approval.

Will there be temporary fencing?*

Yes

Dimensions*

Metal Crowd Control barricades

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

1

Will food be prepared on site?*

No

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Grapefull Vine Bar

Is this a caterer with an alcohol endorsement on their license?*

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

We will get power from the Zamboni Event Center

Describe level of advertisement*

We will advertsie on OwatonnaLive, Social Media, Radio and infomational netowrk.

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

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*

We will have garbage cans in and around the Zamboni Event Center

Will event need traffic control?*

No

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

All poeple will be contained in an area setup for listening to music. We will be selling tickets at the entrance.

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 would go into the Zamboni Center and go to the Basement if required.

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

Name*

Scott Limberg

Phone Number*

5074751317

Email*

scott@limbergproductions.com

List any other pertinent information

This is a back up plan only. We will only need to close the street if the building inspection department doesnt give up a certificate of occupancy for the larger side of the Zamboni Event Center.

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

---

Applicant Signature

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

Signature of Applicant*

Scott Limberg
Apr 9, 2025

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Park & Rec. Department Approval / Comments / Notes

Police Department Approval / Comments / Notes

Public Works Department Approval / Comments / Notes

Building & Inspection

Date to Council

–

Council Notes

Items Needed

Attachments

Site Plan REQUIRED

Site Plan for May 10th event.pdf

Uploaded by Scott Limberg on Apr 9, 2025 at 8:26 PM

If event held outdoors!

Request to block off E Pearl Street just east of the crosswalk at intersection of E Pearl/N Cedar. The stage wagon would be set in front of garage doors at Legacy Signs and barriers also blocking E Pearl Street on the east side of the event which isn't blocked by the stage.

This is for their alternative plan for the event....The hope to obtain a Certificate of Occupancy for this event to be indoors at the Zamboni Center but if not established, they request approval for the concert to be outdoors on E Pearl Street. Live music from 7-9 pm.

EP-25-9
Events Permit Application
Status: Active
Submitted On: 3/21/2025

Primary Location
No location

Owner
No owner information

Applicant
Joe Elbert
507-279-4015
jelbert56@gmail.com
3082 Havana Rd
Owatonna, MN 55060

Event Information

Event Name
Smokin' in Steele Blues & BBQ

Event Contact*
Joe Elbert

Location of Event*
Steele County Fair Grounds

Description of Event*
BBQ and Music

Event Set Up Date
05/29/2025

Event Set Up Time*
7:00 AM

Actual Event Date*
05/29/2025

Actual Event Time*
5:00 PM

Clean Up Date*
06/01/2025

Clean Up Time
9:00 AM

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

Postponed

Reschedule Date

05/31/2025

Estimated Attendance*

2500

Application Information

Sponsoring Organization Name*

Knights of Columbus

Mailing Address*

PO Box 945

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

https://smokininsteele.com/

Primary Contact

Name*

Joe Elbert

Phone Number*

507.279.4015

Cell Phone

507.279.4015

Email Address*

jelbert56@gmail.com

Primary On-site Contact

Name*

Joe Elbert

Cell Phone*

507.279.4015

Alternate On-site Contact

Name*

John Hammer

Cell Phone*

507.213.8016

Refer Media or Citizen Inquiries To:

Name*

John Hammer

Phone*

507.213.8016

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

5/30/25 8:00 AM / 5/31/25 6:00 PM

Date*

05/30/2025

Name of Requested Street(s)*

Elm Ave from Park St to 18th St

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

3ea 30 X 96, 1ea 48 X 216

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Blues Bands

Will sound amplification be used?*

Yes

Type*

Blues

Hours*

Noon to 10 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*

Four Season Band Shell

Fees may apply. No staking without approval.

Will there be temporary fencing?*

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

4

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Columbian Center

Is this a caterer with an alcohol endorsement on their license?*

No

A Temporary Liquor License will be required. Complete an application for a Temporary Liquor License.

Will this event require a Temporary Liquor Permit?*

Yes

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

SCFF power grid

Describe level of advertisement*

radio, fliers, internet, press release

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

4

Size Needed*

Large

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

Will the event need cones?*

Yes

Number Needed*

30

Size Needed*

Medium

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Skjeveland Enterprises, Dumpsters & trash cans

Will event need traffic control?*

No

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

Special Deputy on site

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?*

SCFF building shelters

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

Name*

Joe Elbert

Phone Number*

507.279.4015

Email*

jelbert56@gmail.com

List any other pertinent information

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

---

Applicant Signature

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

Signature of Applicant*

Joseph Elbert
Mar 21, 2025

Internal Use

Special Provisions

Smokin' in Steele Blues & BBQ event Friday & Saturday, May 30-31. 8 a,m - 6 pm. Thursday night event is private event dinner in the Beer Garden.

Items Needed: 4 barricades and 30 medium cones.

Fire Department Approval / Comments / Notes

Approved with no comment.

Park & Rec. Department Approval / Comments / Notes

Approved . no Park & Rec Impact.

Police Department Approval / Comments / Notes

Approved with no comment.

Public Works Department Approval / Comments / Notes

Approved with no comment.

Building & Inspection

Approved with no comment.

Facilities:

Approved with no comment.

Date to Council

_ Will be item on the Consent Agenda of the April 15, 2025, City Council Meeting.

Council Notes

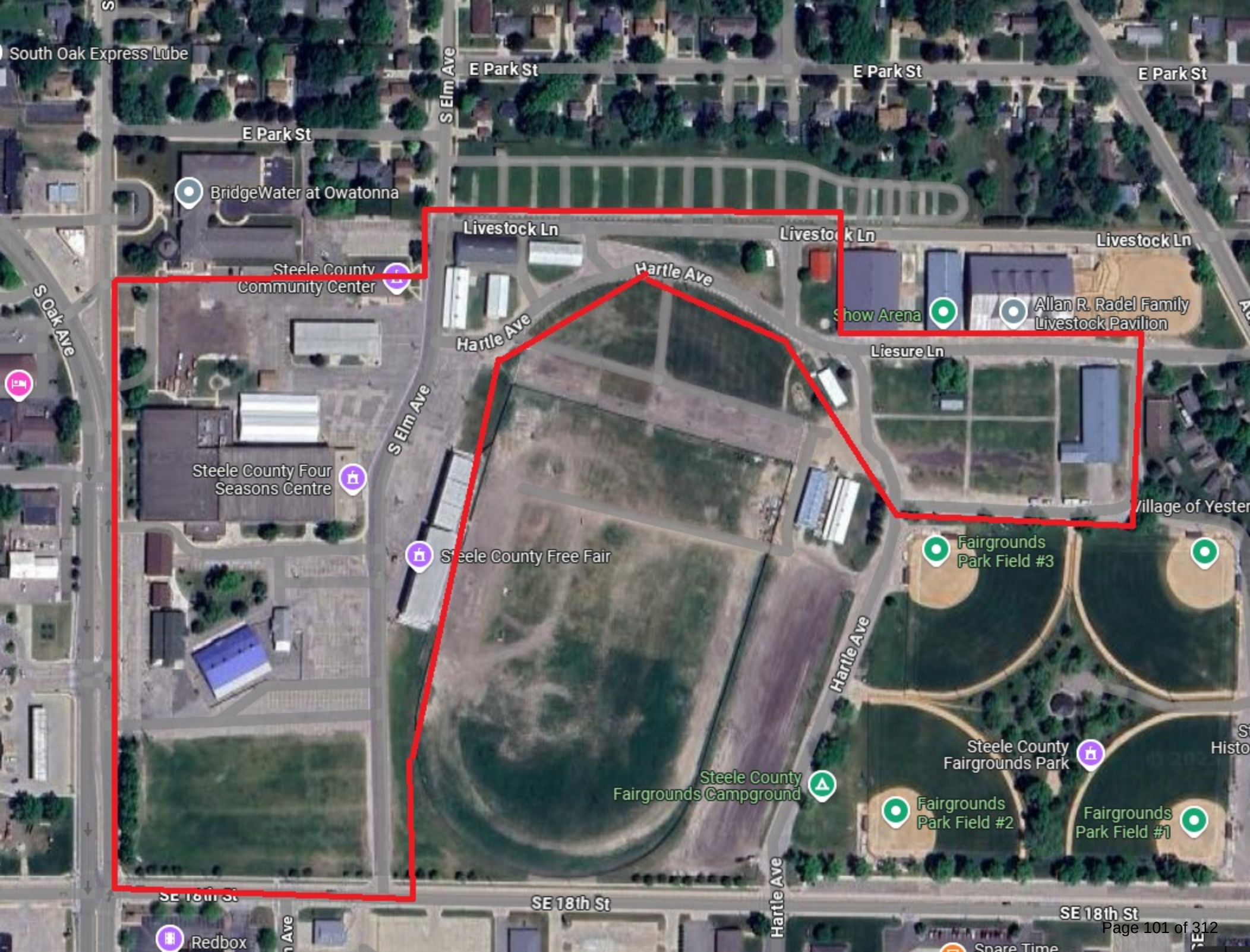
Items Needed

Attachments

Site Plan REQUIRED
SIS Event Layout 2025-03-21 141940.jpg
Uploaded by Joe Elbert on Mar 21, 2025 at 2:26 PM

Record Activity

Joe Elbert started a draft Record	03/21/2025 at 1:38 pm
Joe Elbert added file SIS Event Layout 2025-03-21 141940.jpg	03/21/2025 at 2:26 pm
Joe Elbert submitted Record EP-25-9	03/21/2025 at 2:27 pm
OpenGov system altered approval step Admin Review, changed status from Inactive to Active on Record EP-25-9	03/21/2025 at 2:27 pm
OpenGov system assigned approval step Admin Review to Jeanette Clawson on Record EP-25-9	03/21/2025 at 2:27 pm


South Oak Express Lube
E Park St
E Park St
E Park St
E Park St
S Elm Ave
BridgeWater at Owatonna
Livestock Ln
Livestock Ln
Livestock Ln
Steele County Community Center
Hartle Ave
Hartle Ave
Show Arena
Allan R. Radel Family Livestock Pavilion
Liesure Ln
S Oak Ave
S Elm Ave
Steele County Four Seasons Centre
Steele County Free Fair
Fairgrounds Park Field #3
Hartle Ave
Steele County Fairgrounds Park
Steele County Fairgrounds Campground
Fairgrounds Park Field #2
Fairgrounds Park Field #1
SE 18th St
SE 18th St
SE 18th St
Hartle Ave
Redbox

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of organization	Tax exempt number
Knights of Columbus	January 1, 1904	960494

Organization Address (No PO Boxes)	City	State	Zip Code
820 S Elm	Owatonna	MN	55060

Name of person making application	Business phone	Home phone
Brandon Fandel	507-451-6103	507-456-4161

Date(s) of event: May 29, 30, and 31, 2025

Type of organization: ☐ Microdistillery ☐ Small Brewer ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Dustin Reese	Owatonna	MN	55060
David Lax	Owatonna	Minnesota	55060
Joel Elbert	Owatonna	MN	55060

Location where permit will be used. If an outdoor area, describe.
Beer Garden at the Steele County Fairgrounds

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Club carries full coverage with Insurance advisors, $1,000,000/incident.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Owatonna
City or County approving the license

Date Approved

$50.00
Fee Amount

May 29, 30 & 31, 2025
Permit Date

Event in conjunction with a community festival ☐ Yes ☒ No

jeanette.clawson@owatonna.gov
City or County E-mail Address

Estimate 26,647 - April 1, 2023 per Mn State Demographic Ctr
Current population of city

Kris M. Busse, City Administrator
Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. ***E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US***

EP-25-11
Events Permit Application
Status: Active
Submitted On: 4/1/2025

Primary Location
No location

Owner
No owner information

Applicant
Lisa Cochran
507-475-3451
lcochran@owatonna.org
120 S Oak Ave
Owatonna, MN 55060

Event Information

Event Name
Downtown Farmer's Market

Event Contact*
Lisa Cochran

Location of Event*

Central Park in Downtown Owatonna

Description of Event*

Farmers Market and possible Saturday Entertainment. Every Saturday May through October, 2025

Event Set Up Date
05/03/2025

Event Set Up Time*
5:00AM

Actual Event Date*
05/03/2025

Actual Event Time*
7:00AM

Clean Up Date*
10/25/2025

Clean Up Time
12:00 PM

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

Canceled

Estimated Attendance*

1200

Application Information

Sponsoring Organization Name*

Owatonna Business Partnership along with MainStreet Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-475-3451

Cell Phone

1-507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

John Meixner

Cell Phone*

507-455-0969

Alternate On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

Between 5-15, 1ft x 2ft, approximately

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

musical

Will sound amplification be used?*

Yes

Type*

Very small amp

Hours*

9am-11am

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*

10x10's, 10x20's for vendors

Fees may apply. No staking without approval.

Will there be temporary fencing?*

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

75

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*

Power that is in the park is fine and sufficient

Describe level of advertisement*

Social media, newsletters, print, posters, local TV, website, signs, radio

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

Yes

Number Needed*

1

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Each vendor is responsible for their own trash removal, no additional trash bins needed

Will event need traffic control?*

No

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

Vendors set up in lines around the sidewalks of the park and attendees walk along sidewalks. The event is well-organized organized.

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?*

People should leave. If there is a sound system being used on that particular day, there will be an announcement made. If severe weather is predicted before the start of the market, announcements will be made via social media, Downtown Owatonna's page

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

Name*

John Meixner

Phone Number*

507-455-0969

Email*

littleprofessor8@gmail.com

List any other pertinent information

I apologize for the lateness of this permit - I thought I had sent it, but that was for Cinco de Mayo - ooops. Bathrooms do not need to be open before 7:00AM. There are not places on this permit to put "maybe" answers or a range for numbers. We can have anywhere from 300-2000 people at each event, it is very weather related. The stage may not be used at all - it depends on the schedule for entertainment. Lisa Cochran or Brad Meier will be responsible for opening the stage if needed. This event does not need cones, but when I entered that it asked what size so I said small since I cannot leave it blank. If it is raining, the event goes on. It is only canceled if there is severe weather. This requires no extra services of City Departments except there may be more trash than usual to empty on Monday. We continue to enjoy our partnership with the City of Owatonna and appreciate the support they offer for community events like the Farmer's Market.

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

---

Central Park Stage Usage Information

Time*

9am

Open*

8:30am

Close*

12pm

Sound or Light Person Needed*

No

Size of Group that will be on stage*

1-4

Type of Group*

musical

Name of Person that will be Opening and Closing of Stage*

Lisa Cochran or Brad Meier

If Park Staff is needed to Open and Close Stage - fee of $100 for each operation will be required. Any group larger than 15 people will require use of extenders - 4 people will needed to put on extenders.

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*

Lisa Cochran
Apr 1, 2025

Internal Use

Special Provisions

2025 Downtown Thursday events - first Thursday of four summer months, June-September.
Set-up begins at 1:00 pm each day, event 5:00 - 8:00 pm, with all cleared up by 9:00 pm.

Fire Department Approval / Comments / Notes

Approved with no additional comment.

Park & Rec. Department Approval / Comments / Notes

Approved with no additional comment.

Police Department Approval / Comments / Notes

Approved with no additional comment.

Public Works Department Approval / Comments / Notes

Approved - Streets will set up and take down no parking signs and traffic control as we have done in the past. Approved

Building & Inspection

Approved with no additional comment.

Date to Council

Consent Agenda Item - April 15, 2025.

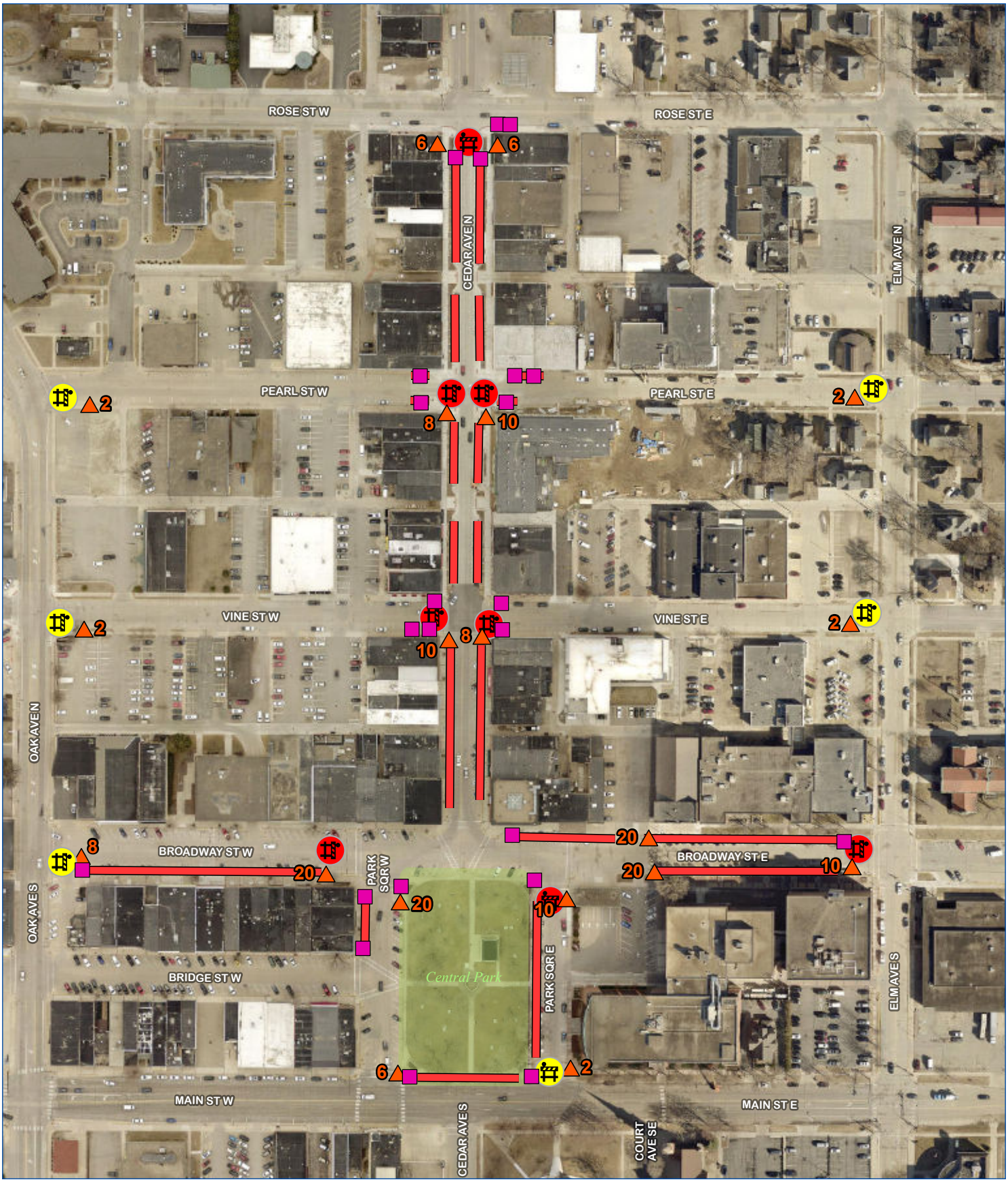
Council Notes

Items Needed

Requesting items similar to requests for these events last year: N Cedar Avenue, Broadway, parking spaces on east, south and west sides of Central Park, Central Park and stage, barricades, cones, No Parking signs, additional picnic tables.

Downtown Thursday Events

2025 Event Dates:
- June 5th - August 7th
- July 3rd - September 4th



CITY OF OWATONNA

No Parking Sign
Road Closed Ahead
Barricades (Road Closed)
Cones (# at location)
No Parking

0 100 200 Feet

March 28, 2025

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.

EP-25-10

Events Permit Application

Status: Active

Submitted On: 3/23/2025

Primary Location

No location

Owner

No owner information

Applicant

Steve Langer
612-889-4272
stevel359@yahoo.com
738 Phelps St
Owatonna, MN 55060

Event Information

Event Name

Ride For Hope

Event Contact*

Steve Langer

Location of Event*

We will be meeting and staging at the Eagles Club in Owatonna.

Description of Event*

We are a motorcycle ride event that has taken place for 14 years. We are raising monies for 3 diffrent charities.

Event Set Up Date

07/12/2025

Event Set Up Time*

0700

Actual Event Date*

07/12/2025

Actual Event Time*

0800

Clean Up Date*

07/12/2025

Clean Up Time

1900

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

Postponed

Reschedule Date

07/13/2025

Estimated Attendance*

130

Application Information

Sponsoring Organization Name*

Wenger Corporation and the Owatonna Eagles

Mailing Address*

555 Park Dr.

City*

Owatonna

State*

MN.

Zip*

55060

Website Address*

wengercorp.com

Primary Contact

Name*

Steve Langer

Phone Number*

612-889-4272

Cell Phone

612-889-4272

Email Address*

stevel359@yahoo.com

Primary On-site Contact

Name*

Steve Langer

Cell Phone*

612-889-4272

Alternate On-site Contact

Name*

Chasidy Christiansen

Cell Phone*

N/A

Refer Media or Citizen Inquiries To:

Name*

Chasidy Christiansen

Phone*

507-455-4100

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

0800-1700

Date*

07/12/2025

Name of Requested Street(s)*

Rose St

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

0700-1900

Date*

07/12/2025

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

There will be one banner in front of the Eagles parking lot for some times before the date to advertise the event.

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

All of the event happenings will be inside of the Eagles Club.

Will sound amplification be used?*

Yes

Type*

We will use a portable PA system in the parking lot for ridrer meeting, thank you's and a short prayer for safety of all riders.

Hours*

0800-1015

Will sound be amplified after 10:00pm?*

No

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

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

No

Will there be temporary fencing?*

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

3

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

The Eagles Club of Owatonna

Is this a caterer with an alcohol endorsement on their license?*

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

We do not need a power supply

Describe level of advertisement*

Posters, repeat riders, social media, Wenger Corp employee's, word of mouth

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*

The Ride For Hope and the Eagles club will do the clean up.

Will event need traffic control?*

No

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

We will have our own State of Minnesota certified road guards to handle the traffic and participants.

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?*

If we are at the Eagles Club, we will go inside.

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

Name*

Steve Langer

Phone Number*

612-889-4272

Email*

stevel359@yahoo.com

List any other pertinent information

We are a well versed commitee that have been doing this event for 14 years. We will take care of the daily tasks.

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

---

Applicant Signature

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

Signature of Applicant*

Steven William Langer
Mar 23, 2025

Internal Use

Special Provisions

Ride for Hope - Saturday, July 12th. Bikes organize at the Eagles and leave town going east on Rose. They have certified road guards for traffic and participants. Anticipate 130 bikes, leaving Eagles at 10:00 am and returning later in the afternoon. This is the 14th year for this event sponsored by the Wenger Crop and the Eagles, contact is Steve Langer - 612-889-4272.

Fire Department Approval / Comments / Notes

Approved with no comment.

Park & Rec. Department Approval / Comments / Notes

Approved with no comment.

Police Department Approval / Comments / Notes

Approved with no comment.

Public Works Department Approval / Comments / Notes

Approved with no comment.

Building & Inspection

Approved with no comment.

Date to Council

Will be item on the Consent Agenda of the April 15, 2025, City Council Meeting.

Council Notes

Items Needed

Event begins and ends at the Eagles. Bike route is to leave town on Rose Street.

Attachments

Site Plan REQUIRED

Yahoo Mail - RFH Ride plan.pdf

Uploaded by Steve Langer on Mar 23, 2025 at 6:58 PM

RFH Ride plan

From: steve langer (stevel359@yahoo.com)

To: stevel359@yahoo.com

Date: Sunday, March 23, 2025 at 06:30 PM CDT

We will be leaving the Eagles parking lot at 1015 and traveling east on Rose St.. We will return from the east on Rose St at 1630 to the Eagles parking lot.

EP-25-14
Events Permit Application
Status: Active
Submitted On: 4/9/2025

Primary Location

No location

Owner

No owner information

Applicant

Scott Limberg
507-475-1317
scott@limbergproductions.com
301 North Cedar
Owatonna, MN 55060

Event Information

Event Name

Live Music at the Zamboni Event Center

Event Contact*

Scott Limberg

Location of Event*

301 North Cedar

Description of Event*

We are planning on holding an event with live music inside the Zamboni Event Center on May 10th and If we dont get the Certifiicate of occupancy for the large part of the Zamboni Event Center we would like to move the live music to the East Pearl street next to the building. We would have Grapefull Wine Bar in side the building on the smaller side serving Wines and Beers along with appitizers to any concert goers. We have crowd control baricades that we would use to create a area for the people drinking and listening to music. Matt Herzog would be the ban palying on a portable stage that would block the entire street.

Event Set Up Date

05/10/2025

Event Set Up Time*

10am

Actual Event Date*

05/10/2025

Actual Event Time*

6:30pm

Clean Up Date*

05/10/2025

Clean Up Time

10pm

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

Canceled

Estimated Attendance*

150

Application Information

Sponsoring Organization Name*

the Zamboni Event Center

Mailing Address*

422 S CEDAR AVE

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

thezeventcenter.com

Primary Contact

Name*

Scott Limberg

Phone Number*

507 475 1317

Cell Phone

Email Address*

scott@limbergproductions.com

Primary On-site Contact

Name*

Sammi Wencl

Cell Phone*

507 676-6180

Alternate On-site Contact

Name*

Scott Limberg

Cell Phone*

507 475-1317

Refer Media or Citizen Inquiries To:

Name*

Scott Limberg

Phone*

507 475-1317

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

10am until 10pm

Date*

05/10/2025

Name of Requested Street(s)*

East Pearl st

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

10am until 10pm

Date*

05/10/2025

Public Parking Lots or Spaces*

Yes

Start/End Time*

1am until 10pm

Date*

05/10/2025

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Live Music

Will sound amplification be used?*

Yes

Type*

PA System

Hours*

6:30 until 9pm

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*

Portable Stage Truck

Fees may apply. No staking without approval.

Will there be temporary fencing?*

Yes

Dimensions*

Metal Crowd Control barricades

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

1

Will food be prepared on site?*

No

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Grapefull Vine Bar

Is this a caterer with an alcohol endorsement on their license?*

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

We will get power from the Zamboni Event Center

Describe level of advertisement*

We will advertsie on OwatonnaLive, Social Media, Radio and infomational netowrk.

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

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*

We will have garbage cans in and around the Zamboni Event Center

Will event need traffic control?*

No

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

All poeple will be contained in an area setup for listening to music. We will be selling tickets at the entrance.

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 would go into the Zamboni Center and go to the Basement if required.

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

Name*

Scott Limberg

Phone Number*

5074751317

Email*

scott@limbergproductions.com

List any other pertinent information

This is a back up plan only. We will only need to close the street if the building inspection department doesnt give up a certificate of occupancy for the larger side of the Zamboni Event Center.

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

---

Applicant Signature

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

Signature of Applicant*

Scott Limberg
Apr 9, 2025

Internal Use

Special Provisions

They are planning an indoor concert at the Zamboni Event Center; however, awaiting Certificate of Occupancy (COI) for the large space within the building. If the COI is not received prior to May 10th, they request holding this planned concert outdoors on portion of E Pearl Street.

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

As an indoor event: Approved - no impact to police.
As an Outdoor event: Per City Ordinance, a "street dance" on a public street requires law enforcement be present with impact to staffing and budget at OPD. If plans change to a street dance, please contact Captain Tracy DuChene to discuss special event use conditions, staffing allocation, costs deferred to Applicant. OPD needs at least 10 days before the event occurs to plan and coordinate staffing.

Public Works Department Approval / Comments / Notes

Approved, no impact to Public Works; approved barriers provided by applicant.

Building & Inspection

In review....

Facilities
Approved with no comment.

Date to Council

- Council Consent - April 15, 2025.

Council Notes

Items Needed

Use of City street and sidewalk on E Pearl Street if dance held outdoors.

Attachments

Site Plan REQUIRED
Site Plan for May 10th event.pdf
Uploaded by Scott Limberg on Apr 9, 2025 at 8:26 PM

If event held outdoors!

Request to block off E Pearl Street just east of the crosswalk at intersection of E Pearl/N Cedar. The stage wagon would be set in front of garage doors at Legacy Signs and barriers also blocking E Pearl Street on the east side of the event which isn't blocked by the stage.

This is for their alternative plan for the event....The hope to obtain a Certificate of Occupancy for this event to be indoors at the Zamboni Center but if not established, they request approval for the concert to be outdoors on E Pearl Street. Live music from 7-9 pm.

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Ice Cream Vendor Permit - Fun on Wheels dba Kona Ice

Purpose:
Request Council approval to renew the Ice Cream Vendor Permit requested by Todd Carver for Fun on Wheels, LLC operating as Kona Ice.

Background:
Our license period for an Ice Cream Vendors Permit is April 1 – March 31st. This is the eighth year Kona Ice has requested an Ice Cream Vendor Permit. We have received insurance information, Vehicle Inspection Report and payment of License Fee.

Budget Impact:
Annual vehicle fee of $100.

Staff Recommendation:
Staff recommends approval.

Attachments:
None

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Outdoor Public Fireworks Display - Steele County Agricultural Society - July 4, 2025

Purpose:
Seeking approval for a standard outdoor public fireworks permit for the display sponsored by the Steele County Agricultural Society. The display is planned for July 4, 2025, at Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna.

Background:
This is a standard outdoor public fireworks permit for the Steele County Agricultural Society for the 4th of July display. The pyrotechnic operator is Jeff Jahnke with J&M Displays, Inc., Fireworks Outdoor License Certificate #O0644.

Budget Impact:
No impact on the budget is expected.

Staff Recommendation:
Recommend approval of the outdoor public fireworks permit.

Attachments:
1. Steele County Fireworks Permit 2025

City of Owatonna
APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.

Name of Applicant (Sponsoring Organization): Steele County Agricultural Society

Address of Applicant: PO Box 650 Owatonna, MN 55060

Name of Applicant's Authorized Agent: J&M Displays, Inc.

Address of Agent: 9405 River Road SE, Clear Lake, MN 55319

Telephone Number of Agent: 320-300-4823 Date of Display: July 4, 2025 Time of Display: 10pm

Location of Display: Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna, MN 55060

Manner and place of storage of fireworks prior to display:

None- delivery and usage on day of show

Type and number of fireworks to be discharged:

1.3G Aerial shells - up to 6" shells and multi-shot box items

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Jeff Jahnke Certificate No.: 0644

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least $ 10 million
   (Suggested Amount: $1.2 million minimum. $1.5 million minimum beginning July 1, 2009.)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display. Corey Jahnke, 34

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent): Date: 4-01-2025

Signature of Fire Chief/County Sheriff: Date:

Signature of Issuing Authority: Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 | FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Denali Insurance Company	16044
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : James River Insurance Company	12203
INSURER D : Arch Specialty Ins Co	
INSURER E :	
INSURER F :	

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

COVERAGES **CERTIFICATE NUMBER:** 1421441845 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			P0000004658	1/15/2025	1/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			SI8CA00033-251	1/15/2025	1/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			UXP1057616-00	1/15/2025	1/15/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability #2			P-001-000063943-07	1/15/2025	1/15/2026	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.
FIREWORKS DISPLAY DATE: July 4, 2025
RAIN DATE: July 5, 2025
LOCATION OF EVENT: Steele County Fairgrounds, 1525 South Cedar Avenue, Owatonna, Minnesota

ADD'L INSURED: The City of Owatonna, Minnesota, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Early Edition Rotary Club of Owatonna (sponsor); Steele County Fairgrounds (venue); Steele County Free Fair (sponsor); Steele County Agricultural Society (sponsor)
See Attached...

CERTIFICATE HOLDER

Steele County Agricultural Society
PO Box 650
Owatonna MN 55060
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Great Lakes Partners Insurance Services	NAMED INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured status shall be on a primary and non-contributory basis.

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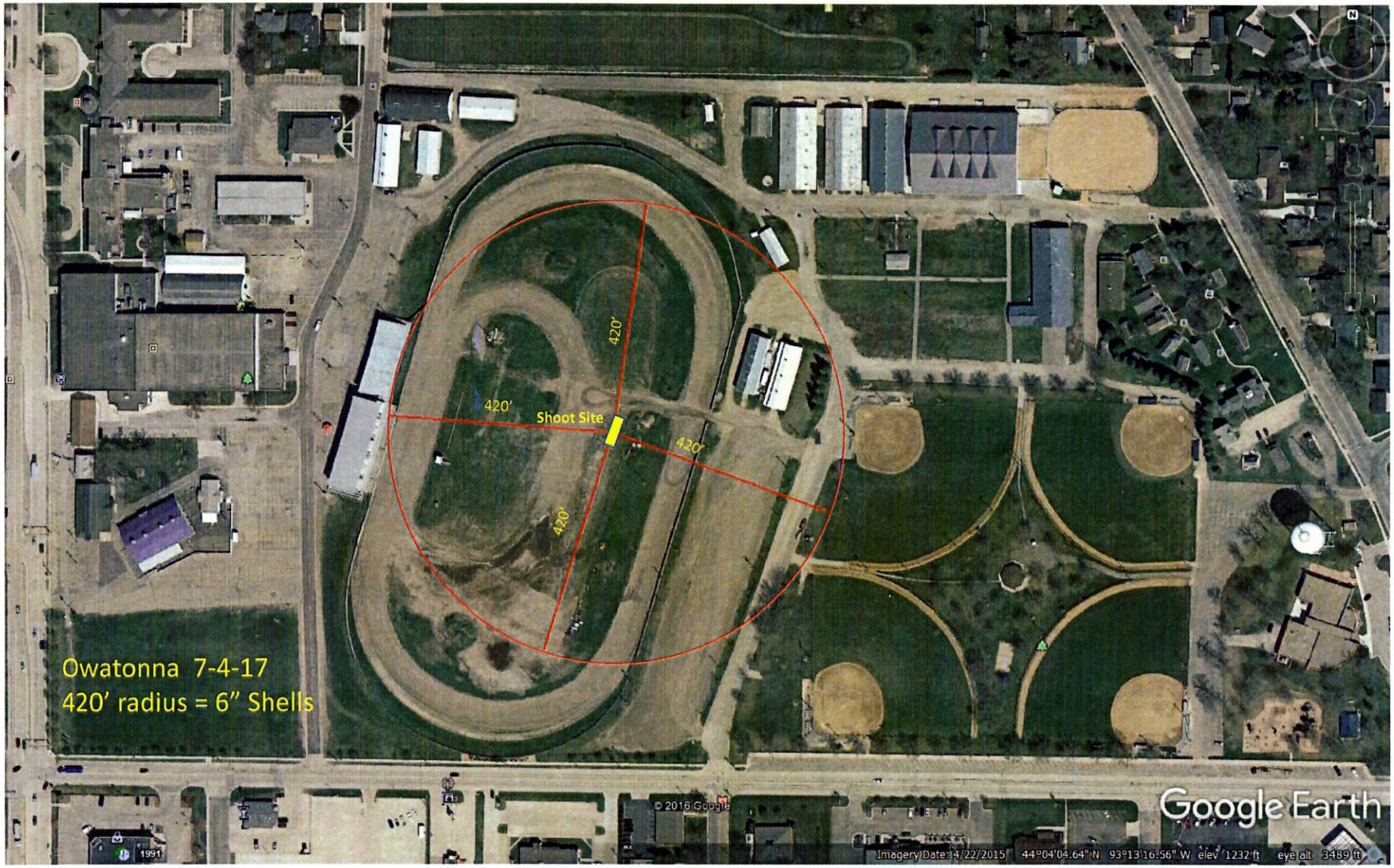

Owatonna 7-4-17
420' radius = 6" Shells
Shoot Site
420'
420'
420'
420'
© 2016 Google
Google Earth
Imagery Date: 4/22/2015 44°04'04.64" N 93°13'16.56" W elev 1232 ft eye alt 3489 ft

FIREWORK OPERATOR
CERTIFICATE

Certificate Type: **O**
NFPA 1123

Certificate No: **0644**

Jeffrey T Jahnke

2760 10th Ave NE

Sauk Rapids, MN 56379

Effective Date	**Expiration Date**
11/24/2021	12/31/2025

Please review, sign and return the fireworks permit application to me.

J&M Displays, Inc.

9405 River Road SE

Clear Lake, MN 55319

Email: amberj@jandmdisplays.com

If you have any questions, my number is 320-241-8465.

Thank you for your help with this.

Amber Jehoich, J&M Displays, Inc.

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Tree Trimmer Permit - Middle River Tree Service - Pine Island MN

Purpose:
Council to approve an application received for a new Tree Trimmer Permit.

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 and during the last City Council Meeting, Council approved eight permits.

This is a new application received from Middle River Tree Service from Pine Island MN with payment annual fee and required insurance.

Budget Impact:
An annual Tree Trimmer's Permit is $50.00.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Applicant: Middle River Tree Service

T-25-2

Tree Trimmers License

Status: Active

Submitted On: 4/8/2025

Primary Location

No location

Owner

No owner information

Applicant

First Name*

Keith

Last Name*

Johnson

Company Information

Company Name*

Middle River Tree Service

Street Address*

51771 County 27 Blvd

City *

Pine Island

State *

MN

Zip Code*

55963

Phone Number *

507-322-4336

Workers' Compensation Insurance Information

Select ONE of the following:

I have a workers' compensation insurance policy.

☑

Insurance Company Name*

Superior Point

Miscellaneous

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Sputtering Components

Purpose:
Approve the stormwater facility maintenance agreement with Sputtering Components, Inc for their facility located at 375 Alexander Drive SW.

Background:
The City requires that on-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in the attached agreement.

Budget Impact:
No budget impact.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Stormwater Facility Maintenance Easement Agreement - Sputtering Components

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this 7th day of April, 2025, by Sputtering Components, Inc. hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as Block 2 Lot 1 Owatonna Industrial Park No. 3. **Exhibit A: (ATTACH LEGAL DESCRIPTION)**

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the site plan known as Sputtering Components/Manufacturing– 2025 Office and Production Addition, hereinafter called the "plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Property Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Owatonna, MN requires that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/ Structural Best Management Practices (BMP) facilities, as shown on the Plan and implemented to meet requirements of Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The facilities and drainage features (i.e. landscaping and site grading) shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified at time of submittal as well as in the As-built with Engineer's Certificate of Stormwater Compliance submitted at time of permit close-out.
2. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
3. The Property Owner, its successors, and assigns, shall at all time, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
4. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
5. The Property Owner, its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.
6. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the

KK

practice is found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.

7. The Property Owner acknowledges that future changes to site layout, impervious surfaces, and drainage features, may result in the need for modifications to the stormwater facility to accommodate such changes in order to comply with, City Code, MN Permit No. MNR040000 and MN Permit No. MNR100001.
8. The Property Owner, its successors, and assigns, hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under, and through the property for the purpose of inspecting the facilities. The Property Owner also grants the City access to inspection and maintenance records conducted by the Property Owner.
9. The City shall provide the Property Owner, its successors, and assigns, a notice including copies of any inspection findings, a directive to commence repairs, improvements, or modifications and a deadline to complete the repairs.
10. The Property Owner, its successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
11. In any event the Property Owner, its successors, and assigns, fails to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owner, it successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.
12. It is expressly understood and agreed that the City is under no obligation to routinely maintain, or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
13. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, its successors, and assigns, agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner, his or her heirs, successors, and assigns, and any other successors in interests, in perpetuity.

Property Owner: Sputtering Components, Inc.

KK

Name: Kory Klecker

Title: General Manager

Signature: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 7th day of April, 2025, by Julie Jacobs, the Materials Mgr of Sputtering Components, Inc., a business corporation under the laws of the State of Minnesota on behalf of the company.

Julie Ann Jacobs
Notary Public

JULIE ANN JACOBS
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

City: City of Owatonna

_____
By: Matthew Jessop, Mayor

_____
By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Matthew Jessop, the Mayor of the City of Owatonna, and by Kris M. Busse, the Administrator of the City of Owatonna, a municipality under the laws of the State of Minnesota on behalf of the City.

_____
Notary Public

Drafted By:City of Owatonna

540 West Hills Circle
Owatonna, MN 55060

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Proposal - Stormwater Modeling Carriage Lane & Partridge Avenue - Barr Engineering Co.

Purpose:
Requesting City Council approval of an agreement with Barr Engineering Co. to perform stormwater modeling and infrastructure evaluation for the Carriage Lane and Partridge Avenue area.

Background:
In 2020, Barr performed Hydrologic and Hydraulic (H&H) modeling of the Partridge Ave Study Area and Carraige Lane Homes flooding issues. The City used the results of this study to construct a dry retention basin to the west of Partridge Avenue, to mitigate flood issues at this private development.

This model update and analysis is necessary to evaluate existing and proposed conditions and necessary pond modifications related to the future land use changes from an approximate 10-lot affordable housing development. This will ensure downstream homes remain unaffected as much as feasible, while meeting current stormwater requirements.

See the attached agreement for the entire scope of services.

Budget Impact:
Total cost of the services is $19,400.00 and will be paid for by the Stormwater Utility Fund.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Proposal - Stormwater Modeling Carriage Lane/Partridge - Barr Engineering
2. Drainage Area Study Aerial - Carriage Lane/Partridge Ave

April 10, 2025

Mr. Bradley Rademacher
City of Owatonna
Public Works
540 West Hills Circle
Owatonna, MN 55060

Re: Proposal for Stormwater Modeling Updates for the Carriage Lane and Partridge Avenue Area in the City of Owatonna

Dear Mr. Rademacher:

Barr Engineering Co. (Barr) appreciates the opportunity to provide a proposal for stormwater modeling and associated work for the City of Owatonna (City). This letter presents our proposed scope of services for stormwater modeling and conceptual design of stormwater infrastructure in the vicinity of Carriage Lane and Partridge Avenue.

Project understanding

The City is requesting that the Carriage Lane hydrologic and hydraulic (H&H) stormwater model that Barr developed for the City in 2020 be updated and used to evaluate stormwater infrastructure modifications to support future construction of a ten lot housing development along Carriage Lane. The City requests recommendations for modifications of the existing Partridge Avenue stormwater pond to meet water quality and rate control requirements for the new housing development while continuing to provide stormwater management for the existing downstream neighborhood.

Scope

This proposal provides a detailed scope summary, budget estimate, and schedule for the following tasks:

- Updating the existing conditions Carriage Lane H&H model to reflect the best available grading and storm sewer data
- Modifying the existing conditions Carriage Lane H&H model to simulate future land use changes based on concept level plans for the ten lot housing development
- Evaluating alternatives for modifying grading and/or outlet design of the Partridge Avenue stormwater pond
- Providing a summary memorandum documenting the modeling methodology and results

Task 1 Existing conditions model updates

Barr will update the existing conditions Carriage Lane H&H model. This work will include:

- Updating the Partridge Avenue stormwater pond stage-storage curve, outlet control structure configuration, and emergency overflow (EOF) elevations based on record plans
- Updating modeled storm sewer to reflect modifications (if any) since 2020

- Updating EOF elevations in the modeled area downstream of the Partridge Avenue stormwater pond based on available survey data or recent publicly available LiDAR elevation data

Barr assumes that all information required to update the stormwater model will be provided by City staff and no site visit or field investigations will be performed by Barr. We assume that the model software will not change from the 2020 study, and all updates will be done in PCSWMM.

Task 2 Future conditions modeling

Barr will update the existing conditions Carriage Lane H&H model to simulate conceptual level plans for the future ten lot housing development. This work will include:

- Revising the existing conditions subwatershed boundaries to reflect concept level grading and storm sewer plans
- Recalculating hydrologic parameters for subwatersheds affected by the future development

We assume that future conditions information to simulate future conditions hydrology will be provided by City staff. Barr will provide City staff with a data request which will include assumed percentage of impervious area and anticipated lot lines.

Task 3 Stormwater management alternative modeling

Barr will use the future conditions Carriage Lane H&H model to simulate stormwater management alternatives to meet stormwater ordinances, including water quality and rate control. This work will include:

- One (1) meeting with City staff and civil engineering subcontractors (if applicable) to define up to three concept level stormwater management alternatives to be evaluated
- Evaluating up to three alternatives for revisions to pond grading and outlet configuration to meet water quality and rate control requirements
- Preparation of a PowerPoint presentation summarizing the simulation results
- One (1) meeting with City staff to present and discuss the simulation results

Additional alternatives may be evaluated with the City's stormwater model on a time and expense basis.

Barr assumes that City staff will provide design requirements related to peak discharge rate, freeboard, and water quality that the proposed design must meet. Water quality calculations will be performed using the MPCA's MIDS calculator software package. Barr assumes that concept-level is defined as determining the storage volume required for the pond and preliminary concepts for outlet control structures and emergency overflow routes. This task does not include iterations with the City's civil design firm to optimize concept-level plans to achieve the City's requirements for peak discharge rate, freeboard, and water quality.

Task 4 Summary memorandum

Barr will prepare a summary memorandum documenting the modeling methodology and results, including use of the future conditions Carriage Lane H&H model to simulate stormwater management alternatives to meet stormwater ordinances, including water quality and rate control. This work will include:

Deliverables

The following will be included as project deliverables:

- Draft memorandum summarizing H&H model updates, alternatives evaluated, and simulation results
- Final version of the memorandum after incorporating one round of comments from the City
- H&H model files in EPA SWMM format
- Water quality model calculations

Schedule

Table 1 summarizes the proposed project schedule for providing the services outlined in Tasks 1-4.

Table 1 Proposed project schedule

Task		Estimated Schedule
1.	Existing conditions model updates	April 2025
2.	Future conditions model updates	April-May 2025
3.	Stormwater management alternative modeling	May-June 2025
4.	Summary memorandum	July 2025

Budget

Table 2 summarizes the proposed project budget for providing the services outlined above in Tasks 1-4. The estimated costs presented in Table 2 reflect the assumptions included below. We will bill you approximately every four weeks and the cost of the services will be provided on a time and expense basis not to exceed the proposed project budget without prior approval by you. Actual costs will be based on time and materials costs incurred for completion of this scope of work. For the services provided, the City will pay Barr according to the attached Standard Terms

Table 2 Proposed project budget

	Task	Cost
1.	Existing conditions model updates	$1,800
2.	Future conditions model updates	$3,400
3.	Stormwater management alternative modeling	$8,600
4.	Summary memorandum	$5,600
	Total	**$19,400**

Assumptions

- Survey is not included.
- H&H modeling will be performed using PCSWMM software. The resulting models will be compatible with PCSWMM or freely available US EPA SWMM software.
- Water quality model will be performed using the MPCA's MIDS software package.
- Updates to the existing conditions model are limited to Partridge Avenue stormwater pond record plans and overflow elevation updates for unsurveyed locations based on publicly available 2022 LiDAR data.
- The City will provide Partridge Avenue stormwater pond record plans.
- The City will provide plans or guidance for calculation of future conditions hydrologic parameters.
- Alternative modeling will consist of three conceptual scenarios, to be determined in consultation with City staff. No refinement with the City-selected civil site designer is included in this scope of work.
- Three virtual meetings between Barr and City staff will be held virtually using Microsoft Teams or a similar online platform. These meetings will include:
    - One (1) project kickoff meeting to review project goals and coordinate information exchange
    - One (1) meeting to define alternative modeling concepts
    - One (1) meeting to review alternative modeling results
- Barr will incorporate one round of City comments into the final summary memorandum.
- Submittals will be in electronic format.

This Agreement will be effective for the duration of the services unless terminated earlier by either the City of Owatonna or Barr. Barr will commence work upon receipt of a copy of this letter signed by the City of Owatonna.

Barr and City of Owatonna waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

We appreciate the opportunity to provide stormwater management services to the City of Owatonna and look forward to working with you on this project. If the proposed scope of services is satisfactory, please sign a copy of this letter in the space provided and return it to us. If you have any questions about the scope of services, please contact Brandon Barnes (Principal-in-Charge) at 952-832-2737 (bbarnes@barr.com) or Greg Fransen (Project Manager) at 952-832-2626 (gfransen@barr.com).

Sincerely yours,

BARR ENGINEERING CO.

_____

Brandon Barnes

Its Vice President

Accepted this _____ day of _____, 2025

City of Owatonna

By _____

Its _____

Attachments
Standard Terms—Professional Service

STANDARD TERMS—PROFESSIONAL SERVICES

Barr's Agreement with Client consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Barr's Responsibilities

1.1 Barr will provide the professional services ("Services") described in this Agreement. Barr will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of Barr's profession practicing in the same locality.

1.2 Barr will select the means, methods, techniques, sequences, or procedures used in providing its Services. If Client directs Barr to deviate from Barr selections, Client agrees to hold Barr harmless from claims, damages, and expenses arising out of Client direction.

1.3 Barr will acquire all licenses applicable to its Services and will comply with applicable law.

1.4 Barr duties do not include supervising Client contractors or commenting on, supervising, or providing the means and methods of their work unless Barr accepts any such duty in writing. Barr will not be responsible for the failure of Client contractors to perform in accordance with their undertakings.

1.5 Barr will provide a health and safety program for Barr employees, but will not be responsible for contractor, job, or site health or safety unless Barr accepts that duty in writing.

1.6 Estimates of Barr's fees or other project costs will be based on information available to Barr and on Barr's experience and knowledge. Such estimates are an exercise of Barr's professional judgment and are not guaranteed or warranted. Actual costs may vary. Client should add a contingency to the budgeted fees and costs to account for unexpected costs.

1.7 The information Client provides to Barr will be maintained in confidence except as required by law.

Section 2: Client Responsibilities

2.1 Client will provide access to property.

2.2 Client will provide Barr with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of Barr's Services. Client will hold Barr harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to Barr's attention or not correctly shown on documents Client furnishes to Barr.

2.3 Client agree to provide Barr with information on contamination and dangerous and hazardous substances and processes Barr may encounter in performing the Services and related emergency procedure information.

2.4 Client agree to hold Barr harmless as to claims that Barr is an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.

2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If Client is requesting that Barr provide services that include this risk, Client agrees to hold Barr harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by Barr negligence.

2.6 Monitoring wells are Client property and Client is responsible for their permitting, maintenance and abandonment unless Barr accepts that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are Client property. They will be discarded or returned to Client, at Barr's discretion, unless within 15 days of the report date Client gives written direction to store or transfer the materials at Client expense.

2.7 Client agrees to make disclosures required by law. If Barr is required by law or legal process to make such disclosures, Client agrees to hold Barr harmless and indemnify Barr from related claims and costs, including reasonable attorneys' fees.

Section 3: Digital Files, Reports and Work Product

3.1 Barr's digital files, including but not limited to models, executable data, source code, and all other digital files, remain the property of Barr and shall be provided to the Client only if expressly provided for in this Agreement. Any digital files not containing a seal are provided for the convenience of the Client only, and use by Client or others to whom Client provides the digital files is at the Client's sole risk and without liability to Barr.

3.2 Barr will retain all data relating to the Services for a minimum of seven years and financial data for three years.

3.3 Barr reports, notes, calculations, and other documents, and computer software, programs, models, and data developed by Barr are instruments of Barr Services, and they remain Barr property, subject to a license to Client for Client's use in the related project for the purposes disclosed to Barr. At Barr's request, Client will execute Barr's standard digital data and conditional use agreement prior to receiving any digital data files. Further, Client may not use or transfer such information and documents to others for a purpose for which they were not prepared without Barr's written approval. Client agrees to indemnify and hold Barr harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use.

3.4 Because electronic documents may be modified intentionally or inadvertently, Client agrees that Barr will not be liable for damages resulting from change in an electronic document occurring after Barr's transmittal to Client. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic format, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.

3.5 If Client does not pay for the Services in full as agreed, Barr may retain reports and work not yet delivered to Client and Client agrees to return to Barr our reports and other work in Client's possession or under Client's control. Client agrees not to use or rely upon Barr Services or work for any purpose until it is paid for in full.

Section 4: Compensation

4.1 Client will pay for the Services as agreed or according to the current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and Client should allow for a contingency in addition to estimated costs.

4.2 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees

4.3 If Client directs Barr to invoice another, Barr will do so, but Client agrees to be responsible for Barr compensation unless Client provides Barr with that person's written acceptance of the terms of Barr's Agreement and Barr agrees to extend credit to that person.

4.4 Client agrees to compensate Barr in accordance with Barr's fee schedule if Barr is asked or required to respond to legal process arising out of a proceeding to which Barr is not a party.

4.5 If Barr is delayed by factors beyond Barr's control, or if the project conditions or the scope of work change, or if the standards change, Barr will receive an equitable adjustment of our compensation.

4.6 In consideration of Barr providing insurance to cover claims made by Client, Client hereby waives any right of offset as to payment otherwise due to Barr.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Barr and Client will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.

5.2 Barr will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Barr and Client waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.

5.3 Barr will not be liable for damages unless Client has notified Barr of Client's claim within 30 days of the date of Client discovery of it and unless Client has given Barr an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.

5.4 For Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for Barr's Services, but not less than $50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. If Client is unwilling to accept this allocation of risk, Barr will increase Barr's aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, Client provides payment in an amount that will increase Barr fees by 10%, but not less than $500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If Client fails to pay Barr within 60 days following invoice date, Barr may consider the default a total breach of this Agreement and, at Barr's option, Barr may terminate all of Barr's duties without liability to Client or to others.

5.6 If Barr is involved in legal action to collect compensation, Client agrees to pay Barr's collection expenses, including reasonable attorneys' fees.

5.7 The law of the state of Minnesota will govern all disputes. Barr and Client hereby agree to submit to the exclusive jurisdiction of the State Courts sitting in Hennepin County, Minnesota, for all claims relating to the contract of the services performed by Barr and waive any objections to such location based on jurisdiction, venue or inconvenient forum. Barr and Client waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and Client agrees not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

6.1 Barr will provide a certificate of insurance to Client upon request. Any claim as an Additional Insured will be limited to losses caused by Barr's sole negligence.

6.2 This Agreement is Barr's entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for Barr and Client making specific reference to the provision modified may modify it.

6.3 Neither Barr nor Client will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.

6.4 Only a writing may terminate this Agreement. Barr will receive an equitable adjustment of Barr's compensation as well as Barr's earned fees and expenses if Barr's work is terminated prior to completion.

6.5 Barr will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. Barr will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Barr actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.

6.6 Neither Barr nor Client, including Barr officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms

1 inch = 92 feet

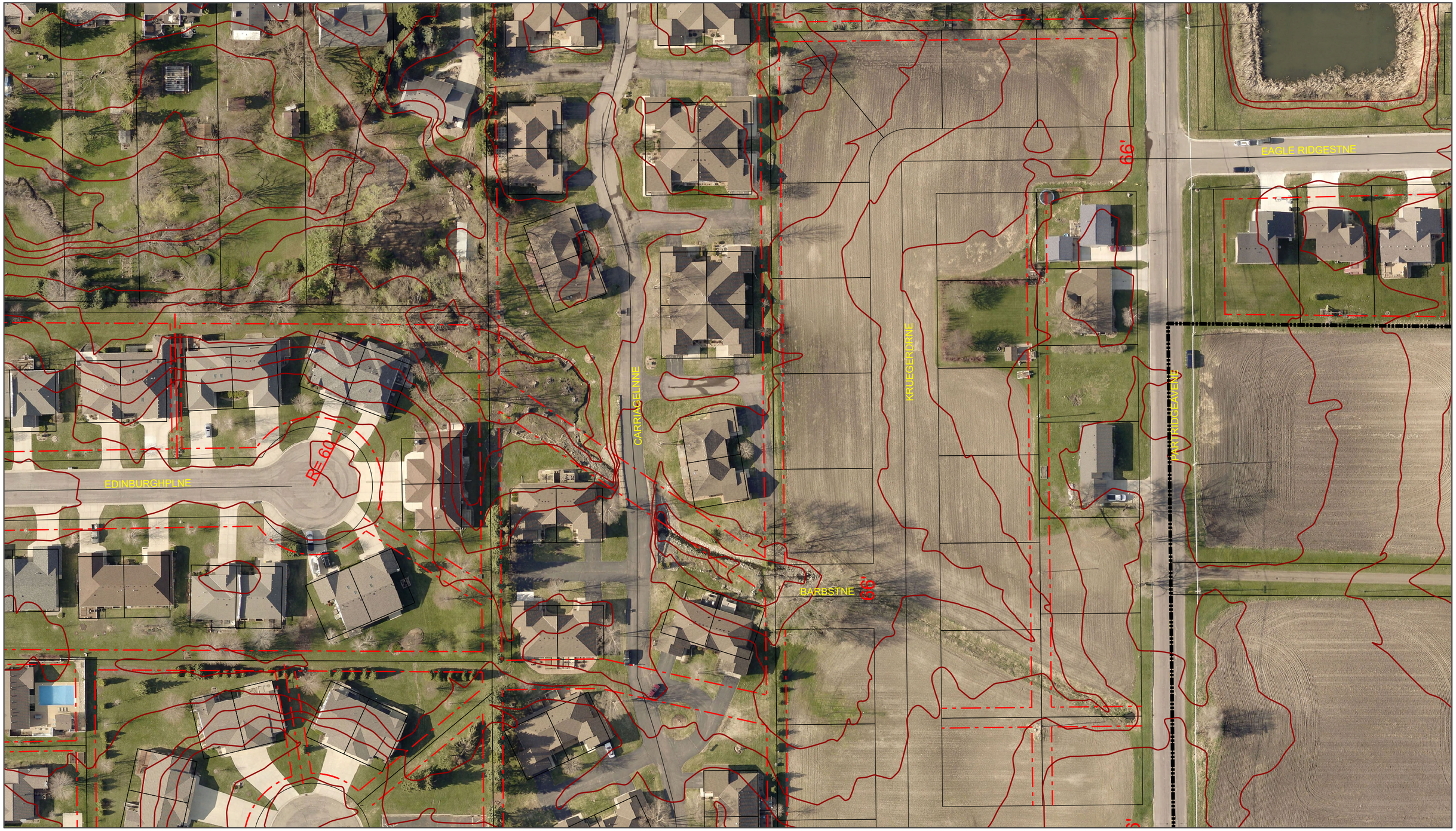
April 13, 2020

Engineering - Public Works

City of Owatonna

Feet

0 50 100



DATE: April 15, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Renew Parking Lot Lease - W Main Street - Brian and Susan Stendel

Purpose:

City Council to approve renewal of the parking lot lease for public parking spaces on West Main Street.

Background:

The City has been leasing parking spaces from Brian and Susan Stendel ever since they purchased the former jail property. There are 24 parking spaces in the lot and it is already signed for public parking. This is important parking for the downtown as the parking lot is usually full every day. The City would be responsible for clearing snow in the parking lot. The property owner is responsible for clearing snow on the rest of the private property. This lease agreement is a 12 month lease and would end April 30, 2026.

Budget Impact:

The terms of the lease call for the same rate as last year of $23.00 per stall per month. This lease is for 12 months for a total of $6,624. The payment will be the responsibility of the EDA which has this expense in their annual budget.

Staff Recommendation:

Staff recommends approval of the parking lot lease.

Attachments:

1. Lease Agreement

PARKING LOT LEASE

THIS AGREEMENT, made this _____ day of April, 2025, by and between Brian K. Stendel and Susan L. Stendel, lessor, hereinafter referred to as "Stendel" and City of Owatonna, lessee, hereinafter referred to as "City."

1. Premises. Stendel, in consideration of the rents and promises hereinafter set forth, does hereby lease to City and City agrees to take possession under the terms of this Agreement of the following described premises situated in the City of Owatonna, County of Steele, State of Minnesota, legally described as follows, to-wit:

The east 2 rows of parking spaces in what was formerly known as the Law Enforcement Center parking lot located on the west one-third of Lot 6, Lot 7, Lot 8, and part of Lot 9, Block 7, original town.

2. Use. The premises shall be used for parking purposes only.

3. Term. The term of this Lease shall commence May 1, 2025, and terminate April 30, 2026.

4. Rent. The rent shall be computed on the basis of twenty-four (24) parking spaces at $23.00 per space per month for the entire term of the lease. For the term of this lease, this amount shall be $6,624.

5. Assignment and Subletting. City agrees that it will not sublet the premises or assign this Lease or any interest therein.

6. Maintenance and Snow Removal. City agrees to maintain the premises, including sweeping and patching as necessary together with necessary snow removal.

7. Real Estate Taxes. Stendel agrees to pay the real estate taxes.

8. Indemnification. City agrees to defend, hold harmless and indemnify Stendel for any loss, claim, damage, demand, or cause of action arising from the acts or omissions of City, except to the extent finally determined to have been caused by Stendel's negligence. Stendel agrees to defend, hold harmless and indemnify City for any loss, claim, damage, or cause of action arising from acts or omissions of Stendel, except to the extent finally determined to have been caused by City's negligence.

9. Mutual Waiver of Subrogation. In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between City and Stendel that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring to property owned by City and property owned by Stendel.

IN WITNESS WHEREOF, the parties have executed this Parking Lot Lease the day and year first above written.

CITY OF OWATONNA

By: _____
Matt Jessop, its Mayor

_____
Brian K. Stendel

AND

By: _____
Kris M. Busse, its City Administrator

_____
Susan L. Stendel

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Renew License Agreement - Blue Jay Transit USFM LLC dba Bird

Purpose:
Approve renewing the license agreement with Blue Jay Transit USFM LLC dba Bird for electronic scooters.

Background:
The City has a current license agreement with Blue Jay Transit USFM LLC dba Bird. That agreement is allowed to be extended to December 31, 2025 upon renewal. They plan to have 100 scooters like last year. Staff is not aware of any problems with the scooters last year.

Budget Impact:
The City receives a fee of $3,000 based on 100 scooters. This is a private business and therefore there are no expenses for the City.

Staff Recommendation:
Staff recommends approval of the proposed lease renewal.

Attachments:
1. License Agreement Owatonna - Bird

LICENSE AGREEMENT
MICROMOBILITY VEHICLE SHARING OPERATIONS

THIS AGREEMENT, made as of the ___ day of _____, 2025 by and between the City of Owatonna, Minnesota, a Minnesota municipal corporation (the "City") and Blue Jay Transit USFM LLC dba Bird. (herein called "Licensee") (collectively, the "Parties").

RECITALS:

A. The City has adopted an ordinance to facilitate and regulate Micromobility Vehicle Sharing Operations from the City's Right-of-Way (the "Ordinance"); and

B. The City controls the public rights of way and recreational trails located within its municipal boundaries (the "City Right-of-Way"); and

C. The City Right-of-Way contemplated by this Agreement includes public rights of way within the City, including, all streets, roads, trails, or parkways owned by the County of Steele and the State of Minnesota, and use on private property and is subject to Sec. 6. C.

D. Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and

E. Licensee's vehicles are Micromobility Vehicles as defined by the Ordinance; and

F. Licensee's operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee's Fleet within the City, and it is considered a Micromobility Vehicle Sharing Operation under the Ordinance ("Licensee's Operation"); and

G. Licensee has submitted a written application to the City for a license to implement Licensee's Operation under the provisions of the Ordinance;

H. Licensee's license application is incorporated and incorporated herein by reference ("Licensee's Application"); and

I. Allowing Micromobility Vehicle sharing operations provides an alternative mode of transportation which may encourage efficient use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

J. The City must balance the benefits of Micromobility Vehicle sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

K. This Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

The following definitions shall apply to this Agreement unless the context clearly indicates or requires a different meaning.

1. DEFINITIONS

a. **Fleet Vehicle** means a Micromobility Vehicle that is used by Licensee as part of Licensee's Micromobility Sharing Operation.

b. **Furnishing Zone** means the section of the sidewalk between the curb and the Sidewalk Clear Zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.

c. **Licensee's Fleet** means all Micromobility Vehicles under Licensee's control that are intended or equipped for shared use by paying consumers from the City's Right-of-Way.

d. **Micromobility Vehicle** has the meaning given to it in Owatonna City Code, § 121.01.

e. **Micromobility Sharing Operation** has the meaning given to it in Owatonna City Code, § 121.01.

f. **Right-of-Way** for purposes of this Agreement, means a public street, alley, or highway, bicycle lanes of the Owatonna City Code, the Furnishing Zone, and such City-regulated bicycle paths or recreational trails as the City specifically designates. It does not include sidewalks.

g. **Sidewalk Clear Zone** means the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

2. USE OF CITY RIGHT-OF-WAY

a. Authorization. In accordance with Owatonna City Code, § 121.02, the City hereby grants a revocable, non-exclusive license to Licensee to authorize Licensee's Operation within the City Right-of-Way during the term of this Agreement, subject to all of the terms and conditions set forth herein and in Code §§ 121.01-121.08.

   This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the City Right-of-Way or other City property.

b. Additional Uses. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contactors the ability to exclude, or prohibit others from using, the City Right-of-Way. Licensee further understands and agrees that the City holds its interest in the City Right-of-Way in trust for the public, and that the City's uses, needs, and obligations shall at all times supersede Licensee's privileges under this Agreement.

c. Hours of Operation. Stand-up electric scooters will be available to rent 24 hours per day, 7 days

per week.

3. TERM

The term of this Agreement shall be for one (1) year commencing on April ___, 2025 and expiring on November 15, 2025, unless terminated earlier as provided herein. The License set forth in this Agreement may be revoked or terminated at any time, for any reason, in the sole discretion of the City upon twenty-four (24) hours written notice by the City to Licensee. In the event of early termination or revocation, Licensee will be granted a reasonable period of time in which to collect and remove Licensee's Micromobility Vehicles, and any other facilities owned by Licensee, and to restore the City Right-of-Way in accordance with Section 6.d. below. The provisions of Section 6.i. herein shall survive revocation or termination of this Agreement.

4. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement the Licensee's Operation according to the following terms and conditions:

a. Fleet size and type

1. Licensee shall provide a minimum of 50 vehicles at the commencement of operations and deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors. The City may require Licensee to decrease the number of Micromobility Vehicles in its Fleet at any time.
2. A maximum total of 200 Micromobility Vehicles will be authorized by the City under the Ordinance among all licensees. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
3. Notwithstanding subparagraph a.1. and a.2. above, the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. If such reduction is related to noncompliance issues governed by this Agreement, then an equivalent reduction may not be applied to separately licensed third parties.
4. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice under Section 6.0. herein. Such increases or decreases shall not require an amendment to this Agreement.
5. Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand and is consistent with the parking requirements of Section 4.c. herein. Licensee shall not deploy Micromobility Vehicles at inappropriate densities or at any locations restricted by the City, (e.g. elementary and middle schools), and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements.

b. Fleet Scooter equipment, maintenance, and safety requirements

1. A Micromobility Operator shall not lease, rent, or otherwise make available a micromobility to any persons who is (a) under 18 years of age and (b) persons age 18 and over who does not have a valid Driver's License.

2. Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet.

3. Licensee's Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statute 169.225.

4. Licensee's Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating. Licensee will provide the City with a copy of such certification before commencement of operations.

5. Licensee's Fleet shall have a unique identifier clearly displayed on each device in the form of numbers or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee's Fleet.

6. Licensee shall provide a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet.

7. All vehicles in Licensee's Fleet shall be equipped with both: a) a locking mechanism to prevent theft; and b) an operable mechanism to provide real-time location when a device is parked.

8. Licensee shall remain responsible for the maintenance of each vehicle in Licensee's Fleet, including but not limited to technology mechanisms, and locking systems.

9. Each vehicle in Licensee's Fleet must visibly display Licensee's logo or business name on both sides of the vehicle, together with a customer service phone number staffed from at least 7am-10pm on days Licensee's Fleet is in service on City Right-of-Way. Licensee's customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns.

10. Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.

11. Licensee agrees that it will maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the City.

12. Licensee's website and mobile application must be fully accessible to persons with disabilities and accessible to screen readers, and all aspects of Licensee's Operation must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

13. Licensee agrees that it will provide all users of Licensee's Fleet with a summary of

instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Minnesota State Statute 169.225 entitled MOTORIZED FOOT SCOOTER, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.

14. Licensee will keep and maintain a comprehensive and complete record of all Micromobility Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

15. If the City determines, in its sole discretion, that any of Licensee's users have failed to comply with applicable laws governing the safe operation or parking of Licensee's vehicles, including but not limited to, breach of any current or future laws governing driver's license requirements, the use of helmets, operation on sidewalks, or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, such determination shall be grounds for termination of this Agreement.

c. Fleet Scooter Parking. All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:

1. Fleet Vehicles must be parked upright and stabilized when not in use.
2. Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.
3. Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:

    A. Pedestrian ramps
    B. Building/property entrances
    C. Driveways
    D. Loading zones
    E. Disability parking and transfer zones
    F. Transit stops
    G. Crosswalks
    H. Parklets
    I. Street/sidewalk cafes
    J. Other street furnishings (benches, parking meters, etc.)
    K. Underground utility, sewer, or water facilities
    L. Sidewalk Clear Zones

4. Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.
5. The City reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements

within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.

6. Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.
7. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.
8. The City in, its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee will comply with all such requests within 24 hours of receiving notice from the City.

d. Fleet Vehicle Parking Complaints/Enforcement

1. Licensee must provide the City with an up-to-date, direct, local contact person including the person's name, cell phone number, landline number, email, and mailing address for Licensee's Operation, as well as an emergency, after-hours contact information.
2. Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's authorized representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles. Licensee alone will be fully responsible for re-parking or relocating Fleet Scooters where a complaint has been received by the City or Licensee, or where Fleet Scooters are otherwise found to be in violation of parking rules stated herein.
3. Licensee shall be solely responsible for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances. When doing so will not unduly burden the complaining third party, the City will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further City involvement.
4. Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.
5. Licensee will promptly respond to complaints of unauthorized Fleet Vehicles dumped or left unattended on private property or public property not authorized by the City.
6. Notwithstanding anything to the contrary herein, if the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by delay in responding to any complaint, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of Licensees' complaints or violations, or other related costs that are not otherwise recovered with the City's collection of an impoundment release charge, Licensee shall reimburse the City for

such costs within 30 days of receiving written or emailed notice.

7. The City may impound any Fleet Vehicle parked in the same location without movement for more than 7 consecutive days or sooner if parked in violation of this agreement or Ordinance.
8. A per occurrence impoundment fee will be applied to any and all vehicles owned or controlled by Licensee as follows:
    A. Initial impoundment fee of $56.00 per vehicle
    B. If not paid for and retrieved by Licensee within 24 hours of impoundment, an $18.00 storage fee per vehicle, per day shall be added to the initial impoundment fee.
9. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.
10. Licensee expressly understands that the City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.
11. Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

e. <u>Data Privacy and Protection</u>

1. Licensee's Operation shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
2. Before starting operations with the City, Licensee shall submit a privacy policy to the City with and as part of Licensee's Application ("Licensee's Privacy Policy"). Licensee's Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.
3. Licensee may not make the personal data of customers available to any third-party advertiser or other private entity. This provision includes but is not limited to any of Licensee's affiliates, owners, or subsidiaries.
4. Licensee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy.
5. Licensee's Privacy Policy must operate to safeguard Licensee's customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Licensee agrees to make all policies, procedures and practices regarding Licensee's data security practices available to the City, upon request.
6. Licensee must require its customers to expressly assent to Licensee's Privacy Policy, terms of service, and user agreements when renting or transacting for use of any or all of Licensee's

Fleet. Licensee agrees to provide its customers with the ability or option to decline the sharing of any data that is not otherwise required to complete the payment transaction. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction.

7. Licensee agrees that it will not collect or sort personal or individual data related to race, gender, religion, national origin, age, or sexual orientation.
8. Any and all current or future customer data sharing agreements must be disclosed and provided to the City. License must further notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Licensee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

f. Data Collection/Sharing

1. Licensee shall keep a record of maintenance activities, including but not limited to Fleet Vehicle identification number and maintenance performed. Licensee will provide a complete copy of the same to the City upon request.
2. Licensee shall provide reports to the City containing, at a minimum, the performance, utilization and service metrics indicated in Exhibit A. Licensee shall provide such reports at least quarterly and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
3. Licensee shall keep a complete record of all calls and emails received through its customer service hotline and contact email including telephone wait times, email response times, and the nature of each customer inquiry. Licensee will provide a complete copy of the same to the City upon request.
4. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision to the contrary, this section (e) shall be deemed to include personally identifiable customer data.

5. PAYMENT TERMS AND CONDITIONS

Licensee shall receive no compensation from the City under this Agreement. Licensee shall pay the City an annual flat charge of $500 plus $25 per vehicle to offset the City's administrative costs related to implementation and oversight of this License Agreement.

6. REPRESENTATIONS AND GENERAL CONDITIONS

a. Ownership and Condition of Right-of-Way. This Agreement shall not be construed to transfer

ownership or control of the City's Right-of-Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City Right-of-Way, or its suitability for use by Licensee, its contractors or customers.

b Delegation of Police Power. This Agreement does not delegate or otherwise transfer the City's police power to regulate Micromobility Vehicles, Licensee's Operation, or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and public compliance issues, shall remain within the City's sole discretion.

c. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the police power of the City to adopt, amend, and enforce ordinances, resolutions, and policies designed to promote the safety and welfare of the public.

d. Removal upon order. Licensee shall remove at once any or all Fleet Vehicles or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City Right-of-Way to its original condition, and the City shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the City Right-of-Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee's cost and initiate a claim against Licensee.

e. Non-Discrimination. Licensee shall not:

1. In the hiring of labor or employees for the performance of any work under this Agreement, by reason of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability discriminate against any person who is qualified and available to perform the work;
2. In any manner, discriminate against, intimidate, or prevent the employment of any person identified in clause (a) of this section, or on being hired, prevent or conspire to prevent, the person from the performance of any work under this Agreement on account of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability; or
3. Intentionally refuse to do business with, refuse to contract with, or discriminate in the basic terms, conditions, or performance of any agreement related to the work to be performed under this Agreement because of a person's race, creed, color, national origin, sex, gender identity, sexual orientation, or disability, unless the alleged refusal is because of a legitimate business purpose.

f. Insurance. Licensee shall secure and maintain insurance issued by insurance companies licensed to do business in Minnesota with an A.M. Best financial rating of A or better. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of this Agreement. Licensee and any sub-contractors carrying out work related to this Agreement shall secure and maintain the following insurance:

1. Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least $100,000 each accident, $500,000 disease - policy limit and $100,000 disease each employee.
2. Commercial General Liability insurance with limits of at least $2,000,000 per occurrence, $2,000,000 products-completed operations, $2,000,000 personal and advertising injury; $4,000,000 annual aggregate; $100,000 each occurrence fire damage and $10,000 medical expense any one person. The policy shall be on an occurrence basis and shall include contractual liability coverage.
3. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least $2,000,000 per occurrence.
4. Computer Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) intentional, fraudulent or criminal acts of the Contractor, its agents or employees; and 2) breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate. If written on a claims-made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

   The City shall be named as an "Additional Insured" under both the CGL and Auto Liability Coverages.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of Licensee. Any policy deductibles or retention shall be the responsibility of Licensee. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect Licensee's interest or provide adequate coverage. Each policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless30 days written notice has been given to the City. Each policy shall be endorsed with a waiver of subrogation in favor of the City and shall be primary, non-contributory to any insurance available to the City. Any insurance available in excess of the minimum limits required herein shall be available to the City.

g. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents from and against all claims, actions, damages, losses, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from any intentional or negligent acts errors or omission or willful conduct of Licensee, its officers, employees, agents, or employees of Licensee's subcontractors, in the performance of the operation, work, or services provided by or under this License Agreement, or by reason of the failure of Licensee to fully perform, in any respect, any of its obligations under this License Agreement, except to the extent arising out of or resulting from the City's negligence or willful misconduct.

h. Limitation of Liability. The City assumes no liability for loss or damage to Licensee's Fleet Vehicles or other property or for damages to any third-party or the property of another arising out of or in any way relating to or resulting from Licensee's operations. The City shall not be responsible for providing security for Licensee's Fleet Vehicles and Licensee hereby waives any claim against the City in the event Licensee's Fleet Vehicles or other property are lost or damaged.

i. Maintenance and Care of Property. Licensee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Licensee's Operation. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee shall pay the City's reasonable costs in making such repairs, replacements or restorations.

j. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the City.

k. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. License shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Licensee under this Agreement shall be considered employees or sub-contractors of the Licensee only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Licensee.

l. Data Practices. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this License Agreement. The City agrees to promptly respond to inquiries from Licensee concerning data requests. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee's unlawful disclosure or use of data protected under state and federal laws.

m. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to the City or its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

n. Ownership of Materials/Intellectual Property. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials furnished by the City in connection with this Agreement shall be the property of the City. The City may use, extend, or enlarge any document produced by the City under this Agreement without the consent, permission of, or further compensation to Licensee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

o. Contacts. All Notices and other communications required or provided for in this Agreement for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement shall be in writing and delivered by U.S. mail, facsimilia transmission or e-mail:

For the City: Kris Busse
City Administrator
540 West Hills Circle
Owatonna, MN 55060
507-774-7340
Email: Kris.Busse@ci.owatonna.mn.us

For Licensee: Blue Jay Transit USFM LLC dba Bird
By: John Lankford
Address: 382 NE 191st St PMB 20388, Miami, FL 33179
Phone: 1-866-205-2442
Email: hello@bird.co

p. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

q. Interpretation of Agreement. In interpretation of this Agreement, the language of the Agreement, City Ordinance Code Ch. 121, and Minn. Stat. Ch. 169 shall prevail, followed by the language of Licensee's Application.

r. Venue and Forum. The laws of the State of Minnesota shall govern the interpretation and enforcement of this Agreement and any actions arising out of or relating to this Agreement shall be brought in Steele County District Court in the State of Minnesota.

s. No Joint Venture. Nothing herein shall be in any way construed as expressing or implying that Licensee and the City have joined together in any joint venture or are in any manner agreeing to or contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

BLUE JAY TRANSIT USFM LLC DBA BIRD

By: _____

Its:_____

CITY OF OWATONNA

By: _____
Matt Jessop
Its Mayor

Its:_____
Kris M. Busse
Its City Administrator

Exhibit A: Reporting Requirements

The following performance indicators shall be reported to the City at the indicated frequency.

Performance Indicator	**Description**	**Measurement Tool**	**Reporting Frequency**
App & customer service support portal	Reservation system fully operational	Uptime reporting	quarterly
Vehicle distribution	Maps identifying trends in peak vehicle distribution	Maps showing aggregate usage patterns	quarterly
Vehicles in service	Vehicles in service	Daily uptime reports	quarterly
Report-responsive	Response time to incident reports	Log showing length of time between reported incident and Licensee response	quarterly

OWATONNA
Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: April 9, 2025
RE: Renewal of Airport Land Lease with Federated Mutual Insurance Company for sign.

Purpose:
To authorize approval of Airport Land Lease Renewal.

Background:
The City entered into an Airport Land Lease agreement with Federated Mutual Insurance Company in September of 2025. The agreement allowed for the installation of an advertising sign located on the airport property. The initial twenty (20) year term of the land lease agreement has expired. The Lessee has submitted notice of intent to exercise the option to renew the Lease for an additional twenty (20) year term.

The Lessee agrees to abide by all terms and conditions of the original Lease except to the extent as modified by the renewal agreement.

Budget Impact:
The rental fee provided for in the agreement represents a total of $3,600.00 of annual rental revenue. The rent shall adjust annually at a rate of 2.5% for the term of the agreement.

Recommendation:
Staff recommends approval.

AGREEMENT UPON AMENDMENT AND RENEWAL OF AIRPORT LAND LEASE

THIS AGREEMENT made this 15th day of April,Federated 2025 by and between the City of Owatonna, Minnesota, a Municipal Corporation, Lessor, hereinafter referred to as "City" and Federated Mutual Insurance Company, a Corporation organized under the laws of the State of Minnesota, hereinafter referred to as "Lessee".

WHEREAS, City and Lessee entered into an Airport Land Lease, (the "Lease"), on September 6, 2005 for a term of twenty (20) years to September 5, 2025 together with the right to renew the Lease for an additional twenty (20) year term upon written notice to the City, all upon the conditions as set forth in the original Lease, attached as Exhibit A and incorporated herein by reference; and

WHEREAS, Lessee has given written notice to the City of its intent to renew the Lease for an additional twenty (20) year term commencing September 6, 2025 to September 5, 2045.

THEREFORE, City and Lessee hereby agree as follows:

1. Grant. City acknowledges receipt of the Lessee's written notice of its intent to renew the Lease and finds that the Lessee's sign located thereon is structurally sound, in good repair, and that the grounds are well maintained, and, therefore, the 20-year renewal of the Lease beginning September 6, 2025 and ending September 5, 2045 ("Renewal Term") is granted.

2. Rent. Lessee agrees to pay City the sum of Three Thousand Six Hundred Dollars ($3,600.00) per year, beginning September 6, 2025 ("Renewal Term Commencement Date") and continuing to be due on or before the first day of September each year thereafter, during the Renewal Term ("Rent"). Rent shall adjust annually at a rate of two and a half percent (2.5%) of the then-current Rent, beginning on the first anniversary of the Renewal Term Commencement Date and continuing each successive anniversary thereafter, for the duration of the Renewal Term. Otherwise, and in all respects the terms and conditions of the Lease shall be those terms and conditions set forth in the original Lease unless amended as provided in Section 16a of the original Lease.

3. Insurance. The first sentence in Section 10 of the Lease shall be amended as follows: "Lessee shall obtain and keep current an Owner-Landlord-Tenant Comprehensive General Liability Insurance Policy with limits not less than $2 Million combined single limit coverage for bodily injury, including death, and property damage."

4. Terms. City and Lessee agree to abide by all terms and conditions of the Lease, including the provisions for the payment of rent. In the event of any conflict between the terms and conditions of this Agreement and those of the Lease, the terms and

conditions of this Agreement shall govern and control. Except to the extent modified by this Agreement, the terms, covenants, and conditions of the Lease shall remain unchanged and otherwise in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease Renewal the date and year first above written.

CITY OF OWATONNA

LESSOR

By:_____
Matthew Jessop, its Mayor

_____
Kris M. Busse, City Administrator

FEDERATED MUTUAL INSURANCE COMPANY

LESSEE

By:_____
_____, its _____

By:_____
_____, its _____

AIRPORT LAND LEASE

THIS AGREEMENT made this 6th day of September, 2005 by and between the City of Owatonna, Minnesota, a municipal corporation, Lessor, hereinafter referred to as "City" and Federated Mutual Insurance Company, a corporation located within the City of Owatonna, County of Steele, hereinafter referred to as "Lessee".

1. Lease of Airport Property; Premises. For and in consideration of the rents and covenants hereafter set forth, City leases to Lessee the following described premises at the City of Owatonna Municipal Airport, Steele County, Minnesota:

(50 foot by 25 foot), as depicted on Exhibit A which is made a part hereof and incorporated herein by reference. "Premises"

2. Term. The initial term of this Lease shall be twenty (20) years, commencingSeptember 6, 2005 and expiring, unless earlier terminated, on September 5th, 2025. ("Initial Term").

On or before September 6, 2024, and provided the Premises are not needed for airport or other general aviation purposes, and, further, provided that the Sign, in the City's sole opinion, is structurally sound, in good repair, and suitably maintained, Lessee may renew this Lease for an additional twenty (20) year term upon written notice to the City. ("Renewal Term"). In the event the City opines that the Sign is not structurally sound, in good repair or suitably maintained, Lessee shall have a reasonable opportunity to cure said deficiencies and renew the Lease as provided above.

3. Rent. Lessee agrees to pay City the sum of One Thousand Seven Hundred Dollars ($1,700.00) per year on or before September 6, 2005, and on or before the first day of September of each year thereafter during the term of the Lease. For the first year of the Lease, the rental rate is established at One Dollar and thirty-six cents ($1.36) per square foot of land leased. On the 5th anniversary of this Lease on September 6, 2010 and on each 5th anniversary thereafter during the initial term and the Renewal Term (2015 and 2020, et seq.), the rental rate shall be adjusted in accordance with the Consumer Price Index (CPI) – National Index for all Urban Consumers.

4. Use of Premises.

a. The Premises shall be used for the construction of a private advertising sign as identified in the attached Exhibit B. ("Sign").

b. Before construction of the Sign, Lessee shall provide City with plans for approval. Lessee shall construct the Sign in conformity to any design standards as may be prescribed by the City at the time of this agreement , including color, style, size and any other aesthetic requirements. This

provision applies to the original sign and to any subsequent signs installed by Lessee or third-parties in the vicinity of the Sign.

c. The Lessee agrees that the Sign shall be constructed at no cost to the City. All construction shall be in a good and workmanlike manner.

d. Lessee must comply with all applicable building, fire, and zoning codes and other federal, state, county, and municipal laws and ordinances in effect as of the time of entering into this Lease and as amended from time to time thereafter.

e. Lessee agrees at its own expense to observe all regulations and requirements of the City of Owatonna or other public authorities in force at the time of taking of possession by the Lessee of the leased premises or which may thereafter be made regarding the condition of the leased premises or conduct thereon, including all building, fire, sanitary, police, or other regulations.

5. Sale; Assignment; Subletting and Mortgage. Lessee will not sell, assign, sublet, or mortgage the premises or any part thereof or sell, assign, sublet or mortgage this Lease or any interest therein or permit the Lease to become transferred by operation of law without first obtaining the written consent of City, whose consent is subject to the City's sole discretion. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of City, be considered an assignment within the meaning of this Lease and as a breach thereof.

6. Maintenance. Lessee, at it's own cost and expense, shall maintain the leased premises and the structures located thereon. Lessee shall keep and maintain the property in good order and repair and in a clean and neat condition. Lessee shall not permit any waste or nuisance on the leased premises or permit anything on the leased premises to interfere with the rights of other tenants of the City or users of the airport. In the event the premises are not properly maintained, the City, may after notice to the Lessee and Lessee's failure to cure within 20 (twenty) days, cause the property to be maintained and the cost thereof will be billed to Lessee as an administrative fee. In the event of non-payment the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

7. Taxes, Assessments, and Other Charges. In addition to other charges identified in this Lease, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Upon request by the City, the Lessee shall provide proof of such payment.

The Lessee shall establish his own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Lease. Upon request by the City, the Lessee shall provide proof of such payment.

8. Indemnification. City, its officers, agents and employees shall not be liable or responsible in any manner to the Lessee, Lessee's successors or assigns, Lessee's contractor or sub-contractors, material suppliers, laborers, or any other persons, for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Lease or the performance of this Lease, except to the extent arising out of the negligence, gross negligence or willful misconduct of the City, its officers, agents or employees. Lessee shall make no claim against City for or on account of any injury, loss, or damage resulting from the Lessee's property or use thereof, except to the extent arising out of the negligence, gross negligence or willful misconduct of the City. The Lessee and the Lessee's successors or assigns agree to protect, indemnify, defend, and save the City, its officers, agents, and employees harmless from all such claims, demands, damages, causes of action and the costs, disbursements, and expenses of defending the same including, but not limited to attorney's fees, except to the extent such arise out of the negligence, gross negligence or willful misconduct of the City. Nothing in this Lease constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes Chapter 466 or otherwise.

9. Waiver of Subrogation. In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between City and Lessee that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring to property owned by City and property owned by Lessee.

10. Insurance. Lessee shall obtain and keep current an Owner-Landlord-Tenant Comprehensive General Liability Insurance Policy with limits not less than $ 1 Million combined single limit coverage for bodily injury, including death, and property damage. The policy shall name the City as an additional named insured and shall be in a form acceptable to City and shall provide insurance with respect to the Lessee's full indemnification and defense responsibilities as contained in this Lease. All required insurance policies shall insure on an occurrence and not a claims made basis, shall be issued by insurance companies which are acceptable to City and shall not be cancelable, reduced, or materially changed unless thirty (30) days prior written notice shall have been given to City. Upon request, Lessee shall provide City with current certificates of liability insurance consistent with these requirements.

11. Condemnation. City may exercise the right of eminent domain with respect to the leased premises. Lessee further agrees that if the leased premises shall be taken for any street or other public use, or shall during the continuance of this Lease be destroyed by the action of the public authorities, then this Lease and the term demised shall thereupon terminate. The City warrants that there are no contemplated eminent domain proceedings now or in the foreseeable future that would impact Lessee's use of the Premises.

12. Commitments to Federal or State Agencies. Nothing herein shall be construed to prevent the City from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of Federal and State funds on said airport.

13. Termination of Lease; Removal of Sign. Tenant reserves the right to terminate this Lease at its sole discretion on any anniversary of the commencement date, by giving City 30 (thirty) days written notice. At the termination of this Lease, (including the Initial Term and the Renewal Term, if applicable), the Lessee shall remove from the leased Premises all property thereon belonging to said Lessee and shall restore said Premises to as good condition as they were in when they were entered into upon by the Lessee, reasonable wear and tear excepted, within six (6) months after the termination of this Lease. If said property is not so removed within the said six (6) month period, the City may, after notice to Lessee, cause the property to be removed and the cost thereof will be billed to Lessee as an administrative fee. In the event of non-payment, the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

14. Default.

a. **Events of Default**. Any of the following shall constitute a default under this Lease:

(1) Lessee fails to pay money owed to City under this Lease when due, and such failure continues for ten (10) days after written notice from City to Lessee.

(2) Lessee uses the premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from City to Lessee.

(3) Lessee sells, assigns, subleases, transfers, or mortgages this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Lessee.

(4) Lessee fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this Lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Lessee.

(5) Lessee vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to Lessee.

(6) Lessee fails to pay taxes, assessments, fees, or other charges due and such default continues for a period of ten (10) days following written notice from City to Lessee.

(7) Lessee fails to comply with any other term or condition of this Lease and such default continues for more than thirty (30) days after written notice from City to Lessee, or for a longer period of time as may be reasonably

necessary to cure the default, but only if (a) Lessee is reasonably capable of curing the default, and (b) is working diligently as determined by City to cure the default.

In the event of any default and for any type of remedy chosen by City, Lessee shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

b. **Requirements of the United States**. This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of City or the United States pursuant thereto.

15. Termination Provisions. Should the Lessee default in the performance of any terms, conditions or covenants of this Lease not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the Lessee with written notice, the City may terminate this Lease. In the event the default cannot not reasonably be performed within twenty days, and providing Lessee is making reasonable progress toward curing the default, City may not terminate the Lease. This may be done with or without terminating this Lease and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Lease by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

16. General Provisions.

a. **Entire Agreement; Amendments**. This Lease represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Lease may only be amended or modified if done in writing and executed by all parties to this Lease.

b. **Commitments to Federal and State Agencies**. Nothing in this Lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

c. **Consent and Approvals**. Whenever in this Lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Owatonna City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

d. **Notice**. Any notice required under this Lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City:	City of Owatonna 3400 West Frontage Road Owatonna, MN 55060
If to the Lessee:	Federated Insurance Companies 121 East Park Square Owatonna, MN 55060

Notice is deemed given on the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective from the day and year first above written.

LESSOR:

CITY OF OWATONNA,
A MUNICIPAL CORPORATION

By: _____
Thomas A. Kuntz, Mayor

and

By: _____
Greg L. Sparks, City Administrator

LESSEE:

FEDERATED MUTUAL INSURANCE COMPANY

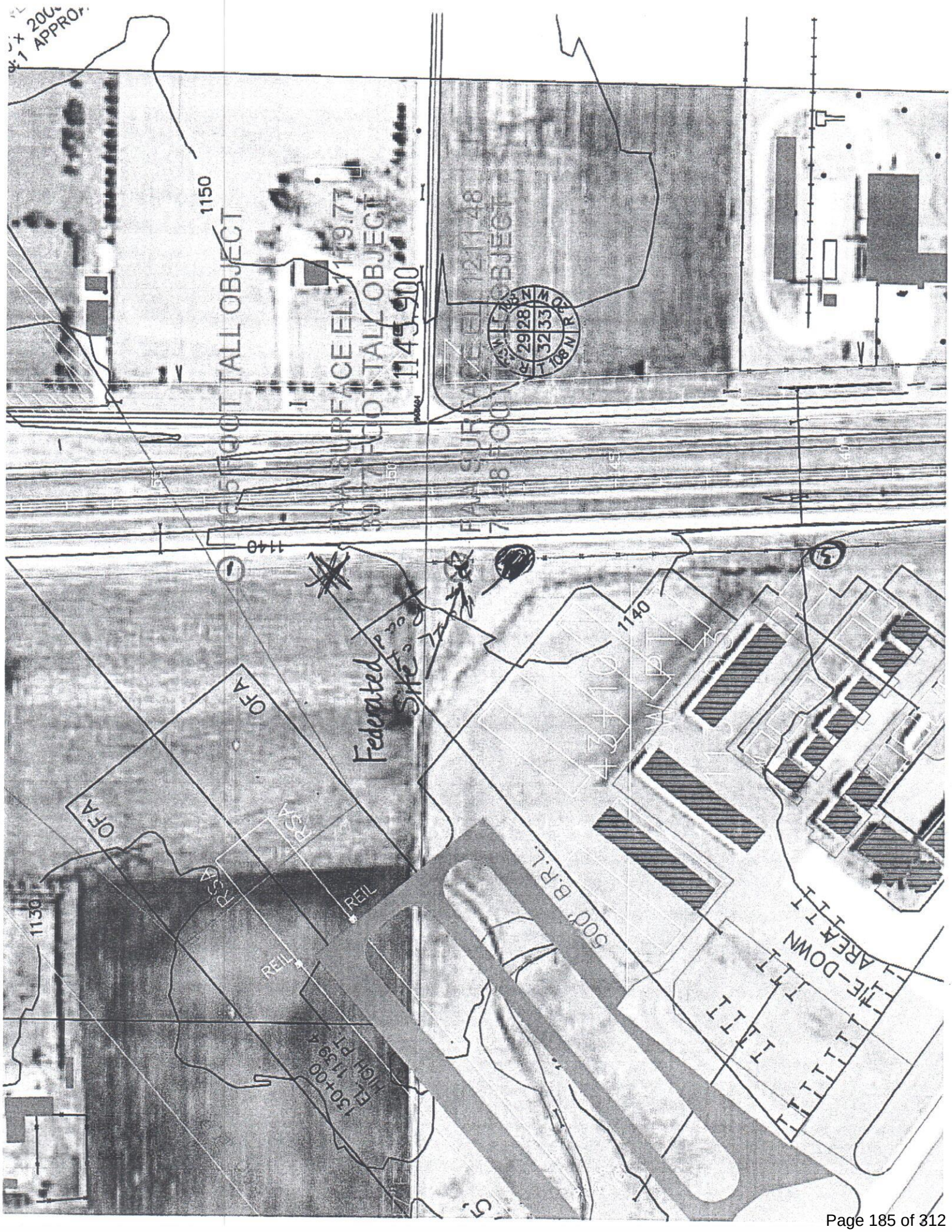
By: _____

Its: Executive V.P.

and

By: _____

Its: First V.P.


1150
1140
1130
REIL
500' B.R.L.
TIE-DOWN AREA
OFA
Federated Site

FABRICATE AND INSTALL ONE NEW D/F 9' X 26' MAIN CABINET WITH 2' AND 10" LED CHANNEL LETTERS ATTACHED, AND A 5' X 5' BUMP OUT WITH DECORATIVE TILE BY OTHER. INCLUDING 15" LED CHANNEL LETTERS ATTACHED TO BOTTOM PORTION. (BRICKWORK BY OTHER)

NOTES-	OAH-	GRAPHICS	SALESMAN: JOHN DEZURIK	Scenic SIGN CORP.
	SIZE-		FILE NAME: FEDERATEDINSURANCE-1.CDR	
	SQ.FT.-		LOCATION: OWATIONA, MN	
	CAB. COLOR-		SCALE: 1/6" = 1'	
	POLE COLOR-		PG. 1 OF 1	
			DATE: 06/03/05	BOX 881 ST. CLOUD MN 56302 (320) 252-9400

Exhibit B

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Renew Lease Agreement - Rice/Steele County 9-1-1 Center

Purpose:
Council approval to renew the Lease Agreement with Rice/Steele County 9-1-1 Center.

Background:
The Rice/Steele 911 Center will be moving the primary dispatch center to Rice County (former LEC building) sometime in the spring of 2026. They have requested a lease extension until such time as the space is ready for occupancy. The lease terms remain the same except for the following:

- Lease term is extended on a month-to-month basis. They will provide a 60-day written notice of their intended move out date.
- Steele County has been removed as a landlord
- Includes an option for the dispatch center to use the current dispatch floor area as a back-up site at no charge.

Budget Impact:
Rent is $19.00 per square foot. The leased space is 3,136 square feet for a total annual installment of $59,584

Staff Recommendation:
Staff recommends approval

Attachments:
1. 911 Center Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of April, 2025 ("Effective Date"), by and between the City of Owatonna hereinafter called the LESSOR, and Rice/Steele County 9-1-1 Center, herein called LESSEE.

1. **TERM**. The term of this Lease Agreement shall be month to month beginning as of the Effective Date and terminating as provided in Section 12.

2. **PREMISES.** LESSOR agrees to lease and rent to LESSEE, in consideration of rent paid and promises made by LESSEE, and LESSEE agrees to rent and lease from LESSOR the premises described below:

That part of the City-County Law Enforcement Building (LEC) located at 204 East Pearl Street, Owatonna, Minnesota, the legal description of which is Lot 1 and 2, Block 21, Original Town, Owatonna, Minnesota, more particularly described as: *The second floor on the east side of the building, (East Tower).*

To use and occupy the premises for purposes of the Rice/Steele County 9-1-1 Center and during the full term of this Agreement.

LESSOR also agrees that LESSEE may have reasonable use as guests of the following spaces, provided the use of this space does not unduly interfere with LESSOR's use of said space:

Fitness center room 015,

Cafeteria 042

Training Room 006

Unisex bathrooms and showers 024 and 025

LESSOR agrees to provide and maintain the outside signage to building.

3. **RENT.** LESSEE and LESSOR agree that the total area of the leased space is 3,136 square feet. LESSEE agrees to pay to LESSOR as rent the sum of $19.00 per square foot for the Term, payable in one annual installment no later than the fifteenth (15th) day after the Effective Date.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

4. **UTILITIES, MAINTENANCE, AND REPAIRS.** LESSOR shall be responsible for the timely payment of all utility services provided to the property during the term of the Lease, including heat, electricity, air conditioning, water and garbage removal and shall likewise be responsible for maintaining the premises in as good as condition as now exists, including repairs as required, to the building structure(s), fixtures, and grounds. All garbage and refuse of any kind to be removed at said LESSOR'S expense.

LESSOR will keep the common premises continually in a neat, clean and respectable condition, including restrooms, sidewalks and parking lots in front of and alongside premises cleared of ice and snow or other obstructions or objectionable thing and participate in major capital costs for these items.

5. **INSURANCE.** LESSEE shall at all times during the term of this Lease and any extensions thereof carry Commercial General Liability Insurance coverage with limits providing not less than the coverage required under Minn. Stat. § 466.04.

All such insurance policies shall be with a company and in a form acceptable to LESSOR and LESSEE agrees to provide and keep filed on record with the LESSOR a certificate of coverage certifying to the existence of such policies and listing the City of Owatonna and County of Steele as an "Additional Insureds."

6. **JOINT OR MUTUAL WAIVER OF SUBROGATION**. It is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring at the property described herein.

7. **QUIET ENJOYMENT.** LESSOR promises that on paying the rent and performing the promises contained in this Agreement, LESSEE shall peacefully and quietly have hold and enjoy the leased premises for the agreed term.

8. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not assign this Lease or sublet the premises described above, in whole or in part, without first obtaining LESSOR'S written consent. LESSOR'S consent shall not be unreasonably withheld.

9. **SURRENDER OF PREMISES.** At the expiration of this Lease term, LESSEE shall vacate and surrender the premises to the LESSOR in as good condition and repair as they were at the commencement of this Lease, reasonable use and wear excepted.

10. **SMOKING PROHIBITED.** LESSEE agrees that no one, including LESSEE, its employees or representatives, and its customers, may smoke anywhere on said premises.

11. **VIOLATION OF AGREEMENT.** If LESEE fails to make any payments mentioned in this Lease Agreement or fails to pay any rent when it becomes due, or violates any other promise, condition or agreement contained in this Agreement, LESSOR may pursue all legal remedies.

12. **RELOCATION/TERMINATION.** LESSEE intends to relocate to the Rice County Law Enforcement Center in the Spring of 2026 and agrees to give LESSOR 60 days written notice of its intended date of termination.

14. **BACK-UP SITE**. In the event that circumstances require that LESSEE use a back-up site, LESSOR grants LESSEE the option to occupy the current dispatch floor space of 976 square feet and the server room square footage of 200 square feet, at no cost to LESSEE for the first _120_ days. Thereafter, LESSEE may continue to occupy the back-up space upon additional terms as the parties agree.

15. **SUCCESSORS AND ASSIGNS.** All the covenants, terms, and conditions of this Lease shall extend, apply to and firmly bind all successors and assigns of the LESSOR and LESSEE as fully as the respective parties are themselves bound.

IN TESTIMONY WHEROF, both parties have hereunto set their hands the day and year set forth below.

LESSOR: CITY OF OWATONNA

By:_____
Matt Jessop, its Mayor

Dated: _____

By:_____
Kris M. Busse, its City Administrator

LESSEE: RICE/STEELE COUNTY 9-1-1 CENTER

By:_____
_____, its _____

Dated: _____

By:_____
_____, its _____

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this _____ day of April, 2025 by Matt Jessop and Kris M. Busse, the Mayor and City Administrator of the City of Owatonna, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this _____ day of April, 2025 by _____ and _____, the _____ and _____ of Rice/Steele County 9-1-1 Center, a _____ under the laws of Minnesota, on behalf of the _____.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Mark M. Walbran (#113712)
140 East Main Street
P.O. Box 273
Owatonna, MN 55060
Phone: 507-451-1173

CITY OF OWATONNA

Finance Report

RECAP:

$	23,383.92	Central Farm Service - fleet fuel
	36,726.00	Dakota Supply Group - (200)sanitary sewer lids
	115,212.00	League of MN Cities Ins Trust - Quarterly Workers Comp premium - April -June 2025
	103,770.03	Macqueen Equipment Co
		- refurbish ladder truck #9704 - fire department $103,324.37
		- miscellaneous supplies - $445.66
	22,175.00	Paape Companies Inc - West Hills continuum conversion
	174,979.03	OTHER EXPENDITURES
$	476,245.98	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			
382437	04/08/25	AFLAC	2,867.06	R	ACH
382438	04/08/25	AIRNAV LLC	528.00	O	Regular
382439	04/08/25	ALEXANDER LUMBER COMPANY	22.31	O	Regular
382440	04/08/25	AMERICAN ASSN AIRPORT EXECS	275.00	O	Regular
382441	04/08/25	AMERICAN LEGAL PUBLISHING	1,397.67	O	Regular
382442	04/08/25	AMERICAN RED CROSS	764.00	O	Regular
382443	04/08/25	ARNOLD'S OF MANKATO INC	20.19	O	Regular
382444	04/08/25	ASA*USA SOFTBALL OF MN	700.00	O	Regular
382445	04/08/25	AUTO TRIM DESIGN OF OWATONNA	1,330.59	R	ACH
382446	04/08/25	AWARDS DIRECT INC	20.00	O	Regular
382447	04/08/25	BAKER & TAYLOR BOOKS	1,518.49	R	ACH
382448	04/08/25	CAVALIER COACHES INC	700.00	O	Regular
382449	04/08/25	CCP INDUSTRIES INC	505.32	R	ACH
382450	04/08/25	CEMSTONE PRODUCTS CO	43.50	O	Regular
382451	04/08/25	CENTRAL FARM SERVICE	23,383.92	O	Regular
382452	04/08/25	CHRISTIAN SKJEVELAND	173.75	O	Regular
382453	04/08/25	CITY OF SAINT PAUL	180.00	O	Regular
382454	04/08/25	CLIFTONLARSONALLEN LLP	1,837.50	O	Regular
382455	04/08/25	CLUB CADDIE	525.00	O	Regular
382456	04/08/25	COALITION OF GREATER MN CITIES	1,050.00	O	Regular
382457	04/08/25	CONCRETE CUTTER LLC	3,250.00	O	Regular
382458	04/08/25	CONTINENTAL RESEARCH CORP	973.28	R	ACH
382459	04/08/25	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
382460	04/08/25	CREATIVE EMPIRE LLC	4,018.95	R	ACH
382461	04/08/25	CULLIGAN OF OWATONNA	86.83	R	ACH
382462	04/08/25	DAKOTA SUPPLY GROUP	36,726.00	R	ACH
382463	04/08/25	DAVID J UNMACHT LLC	634.58	O	Regular
382464	04/08/25	DELL MARKETING LP	187.50	R	ACH
382465	04/08/25	DENISE STEWART	258.15	O	Regular
382466	04/08/25	EARL F ANDERSEN & ASSOC	249.35	O	Regular
382467	04/08/25	EMPLOYEE STRATEGIES INC	4,750.00	R	ACH
382468	04/08/25	EYE MED VISION CARE	525.28	O	Regular
382469	04/08/25	FARMERS FEED AND PET SUPPLY	69.99	O	Regular
382470	04/08/25	FASTENAL COMPANY	1,198.86	R	ACH
382471	04/08/25	FIRST SUPPLY OWATONNA	1,066.02	R	ACH
382472	04/08/25	FLEXIBLE PIPE TOOLS & EQUIP	255.50	R	ACH
382473	04/08/25	FLOW MEASUREMENT AND CONTROL	552.00	R	ACH
382474	04/08/25	FOUR SEASONS ELECTRIC	1,615.41	R	ACH
382475	04/08/25	FROM THE GROUND UP LLC	730.03	R	ACH
382476	04/08/25	GENUINE PARTS COMPANY	796.33	R	ACH
382477	04/08/25	GENUINE PARTS COMPANY - NAPA	1,073.44	R	ACH
382478	04/08/25	GOPHER/PLAY WITH A PURPOSE	717.30	R	ACH
382479	04/08/25	GRAINGER	1,732.17	R	ACH
382480	04/08/25	HAWKINS INC	4,089.40	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382481	04/08/25	HEALTHPARTNERS INC	5,065.51	O	Regular
382482	04/08/25	HILLYARD INC	1,881.07	O	Regular
382483	04/08/25	HORIZON COMMERCIAL POOL SUPPLY	431.47	R	ACH
382484	04/08/25	HOUSE OWATONNA	405.42	O	Regular
382485	04/08/25	HUBER SUPPLY CO INC	150.00	O	Regular
382486	04/08/25	HUBER SUPPLY CO INC	20.15	O	Regular
382487	04/08/25	I U O E LOCAL 70	2,868.00	O	Regular
382488	04/08/25	INNOVATIVE OFFICE SOLUTIONS	344.85	O	Regular
382489	04/08/25	IVONNE PRADO	200.00	O	Regular
382490	04/08/25	JACK MARTIN	1,064.00	O	Regular
382491	04/08/25	JARDINE LOGAN & O’BRIEN	165.00	O	Regular
382492	04/08/25	JASON MARSHALL STAYTON	1,077.50	R	ACH
382493	04/08/25	JJD COMPANIES LLC	224.00	R	ACH
382494	04/08/25	JONES HAUGH & SMITH INC	853.45	O	Regular
382495	04/08/25	KEITH EDWARD HILLER	3,600.00	O	Regular
382496	04/08/25	KOWZ-FM	500.00	R	ACH
382497	04/08/25	KROMER PRO LLC	134.64	R	ACH
382498	04/08/25	LAWSON PRODUCTS	385.72	O	Regular
382499	04/08/25	LEAGUE OF MN CITIES INS TRUST	115,212.00	O	Regular
382500	04/08/25	LINDER DIGITAL	1,180.00	R	ACH
382501	04/08/25	MACQUEEN EQUIPMENT CO	103,770.03	R	ACH
382502	04/08/25	MADISON NATL LIF INS CO INC	2,165.07	O	Regular
382503	04/08/25	MANKE’S OUTDOOR EQUIP & APPL	190.60	R	ACH
382504	04/08/25	MARCO TECHNOLOGIES LLC	11,979.42	R	ACH
382505	04/08/25	MCMASTER-CARR SUPPLY CO	1,867.31	R	ACH
382506	04/08/25	MCNEILUS STEEL INC	160.90	R	ACH
382507	04/08/25	MEI TOTAL ELEVATOR SOLUTIONS	205.49	O	Regular
382508	04/08/25	METRO LEGAL SERVICES INC	55.00	O	Regular
382509	04/08/25	MICHAEL A. OLDENBURG	795.00	O	Regular
382510	04/08/25	MIDWEST TAPE LLC	3,726.60	R	ACH
382511	04/08/25	MINNESOTA LIFE	3,071.90	O	Regular
382512	04/08/25	MN COUNCIL OF AIRPORTS	150.00	O	Regular
382513	04/08/25	MN NCPERS GROUP LIFE INSURANCE	416.00	O	Regular
382514	04/08/25	MN POLLUTION CONTROL AGENCY	400.00	O	Regular
382515	04/08/25	MN PUBLIC EMPLOYEES ASSOC	1,392.00	R	ACH
382516	04/08/25	MN VALLEY TESTING LABS INC	238.75	R	ACH
382517	04/08/25	MTI DISTRIBUTING INC	4,612.10	R	ACH
382518	04/08/25	NORTHERN SAFETY TECHNOLOGY INC	62.26	R	ACH
382519	04/08/25	NORTHLAND FARM SYSTEMS	5,763.96	R	ACH
382520	04/08/25	OFFICE OF MNIT SERVICES	150.15	O	Regular
382521	04/08/25	OWATONNA FLOOR COVERING	135.00	O	Regular
382522	04/08/25	OWATONNA MOTOR COMPANY	171.34	O	Regular
382523	04/08/25	OWATONNA PUB SCHOOLS ISD 761	1,672.00	R	ACH
382524	04/08/25	OWATONNA PUBLIC UTILITIES	14,450.58	R	ACH
382525	04/08/25	OWT HARDWARE	232.08	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382526	04/08/25	PAAPE COMPANIES INC	22,175.00	R	ACH
382527	04/08/25	PAL'S MACHINING INC	435.00	R	ACH
382528	04/08/25	PDI	46.66	O	Regular
382529	04/08/25	PRESENCE TELEHEALTH PLLC	424.00	R	ACH
382530	04/08/25	RS AMERICAS INC	2,078.66	O	Regular
382531	04/08/25	SANCO EQUIPMENT	515.31	R	ACH
382532	04/08/25	SCHMIDT GOODMAN OFFICE PRODUCT	244.71	R	ACH
382533	04/08/25	SELCO	2,371.46	R	ACH
382534	04/08/25	SENIORPLACE INC	279.00	O	Regular
382535	04/08/25	SHERWIN WILLIAMS COMPANY	35.59	O	Regular
382536	04/08/25	SHI INTERNATIONAL CORP	64.00	O	Regular
382537	04/08/25	SHRED RIGHT	85.06	R	ACH
382538	04/08/25	SORENSON'S APPLIANCE & TV	6,353.97	O	Regular
382539	04/08/25	ST ANDREWS PRODUCT CO	449.94	O	Regular
382540	04/08/25	STATE INDUSTRIAL PRODUCTS	849.16	R	ACH
382541	04/08/25	STEELE COUNTY FREE FAIR	760.00	O	Regular
382542	04/08/25	STEELE COUNTY TREASURER	6,272.00	O	Regular
382543	04/08/25	STEVE JAMES EXCAVATING INC	1,902.49	R	ACH
382544	04/08/25	STEWART COMPANIES INC	108.30	O	Regular
382545	04/08/25	SUMMIT COMPANIES	729.00	R	ACH
382546	04/08/25	SYNCHRONY BANK	396.31	O	Regular
382547	04/08/25	T-MOBILE	2,173.51	O	Regular
382548	04/08/25	TAYLOR MADE GOLF COMPANY INC	201.72	O	Regular
382549	04/08/25	TEMPLE ELECTRIC MOTOR SERV INC	1,411.00	R	ACH
382550	04/08/25	TERMINIX	72.08	O	Regular
382551	04/08/25	THE RETROFIT COMPANIES INC	529.98	R	ACH
382552	04/08/25	THOMPSON SANITATION INC	236.40	R	ACH
382553	04/08/25	TOR SPERLING	270.77	R	ACH
382554	04/08/25	TRENCHERS PLUS INC	373.32	O	Regular
382555	04/08/25	TRI M GRAPHICS	78.62	R	ACH
382556	04/08/25	TURFWERKS	202.12	R	ACH
382557	04/08/25	UKG INC	4,294.34	R	ACH
382558	04/08/25	UNITED WAY	80.00	O	Regular
382559	04/08/25	UTILITY CONSULTANTS INC	1,834.24	R	ACH
382560	04/08/25	VENTURE HYDRAULICS INC	665.44	R	ACH
382561	04/08/25	VERIZON WIRELESS	2,362.60	O	Regular
382562	04/08/25	VESTIS GROUP INC	351.93	O	Regular
382563	04/08/25	WALBRAN & FURNESS CHARTERED	12,690.45	R	ACH
382564	04/08/25	WEN-COL INC	860.66	O	Regular
382565	04/08/25	XCEL ENERGY	281.19	O	Regular
382566	04/08/25	YOUTH 1ST INC	1,250.00	O	Regular

69	Checks total:	201,621.83
61	ACH total:	274,624.15
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
130	GRAND TOTALS	476,245.98

CITY OF OWATONNA

Ordinances

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Second/Final Reading Proposed Ordinance 25-05: Chapter 120 Charitable Gambling, Section 120.07 Premises Permits Limitations

Purpose:
Request Council approval of ordinance to increase the number of Charitable Gambling Premises Permits allowed per organization from five to eight.

Background:
During their last meeting, the Council approved the first reading of this proposed ordinance and there have been no changes since.

Budget Impact:
None, the city's Charitable Gambling Permit Fee is $250 per organization and not calculated on the number of Premises Permits they hold.

Staff Recommendation:
Staff recommends approval, this will be known as Ordinance 1672 to become effective upon passage and publication.

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 15, 2025
TO: Mayor and City Council
FROM: Mark Walbran
City Attorney
SUBJECT: Second/Final Reading Proposed Ordinance 25-06: Adopt S-8 Supplement to the 2015 Ordinance Code

Purpose:
Requet the Council approve Proposed Ordinance 25-06 to adopt the S-8 Supplement to the 2015 Ordinance Code of the City of Owatonna.

Background:
The Council approved the first reading of this proposed ordinance during their last meeting on April 1, 2025 and there have even no changes since. This ordinance adopts Supplement 8, S-8. This supplement contains local legislation current through Ordinance #1666 which was approved on December 2, 2024. Twenty-two ordinances were 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:
$1,397.67 - Payment to American Legal Publishing Corporation for Supp-8.

Staff Recommendation:
Recommend approval, this will be known as Ordinance 1673 to be effective upon passage and publication.

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

Proposed Ordinance 25-06

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

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: First Reading Proposed Ordinance 25-07: RZ-10 a PUD Request at 631 Cedar Avenue N - CRK Properties

Purpose:
Request Council approval of the first reading of Proposed Ordinance 25-07, RZ-10,a zoning change at 631 Cedar Avenue North.

Background:
Christine Rotthoff of CRK Properties LLC requested a change in the zoning of the property located at 631 Cedar Avenue North from I-1 Light Industrial District to PUD, Planned Unit Development. The purpose of this change is the continued operation of a multi-use facility, including office spaces, contractor spaces and an educational facility. The Staff Report attached was presented during the Planning Commission Meeting on April 9th.

Budget Impact:
None.

Staff Recommendation:
Staff recommends approval as recommended by the Planning Commission with the second/final reading of this proposed ordinance to be heard during the next City Council Meeting on May 6, 2025.

Attachments:
1. Proposed Ordinance 25-07 RZ-10 631 N Cedar
2. Staff Report: RZ-10 631 N Cedar PUD

Proposed Ordinance No. 25-07

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application No. RZ-10 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held April 8, 2025, said application is hereby approved and the zone classification is hereby changed from I-1, Light Industrial District to PUD, Planned Unit Development for the following described property:

ATTACHED AS EXHIBIT A

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.

_____
ATTEST: Matt Jessop, Mayor

_____
Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS:

631 and 625 Cedar Avenue:

Lot 3, in Block 2, Jolly Addition, Owatonna, Minnesota; AND

Lot 4, in Block 2, Jolly Addition, Owatonna, Minnesota; AND

Lot 5, in Block 2, Jolly Addition, Owatonna, Minnesota; AND

Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 107 North, Range 20 West, said corner being the intersection of the center line of Cedar Street and the South line of 33 feet Union Street, and running thence South 0 ° East along said Cedar Street center line and West line of said Northwest Quarter 396.55 feet to the center line of 30 foot road, which is the point of beginning of land herein to be conveyed: thence South 81°05’30” East 100.74 feet along center line of said 30 foot road; thence South 8°54’30” West 58.4 feet to a point on approximate spur track center line, said point being 30 foot at 90 degrees from Chicago and North Western Railroad main track center line; thence North 81°05’30“ West 93.40 feet, more or less, to the center line of Cedar Street, thence North along the said center line of Cedar Street to the point of beginning; EXCEPT: A strip of land lying between the center line of said spur track and a line parallel to and 39 feet Northerly at 90 degrees to the center line of said main track, said bearing being assumed and based on the West line of said Northwest Quarter being North 0° East.

April 3, 2025

To: Planning Commission
From: Community Development Department
RE: Application No. RZ-10, by Christine Rotthoff, CRK Properties LLC, a request for a zone change from I-1 Light Industrial District to PUD, Planned Unit Development for the purposes of continuing to operate a multi-use facility including office spaces, contractor spaces and an educational facility for the property located at 631 Cedar Avenue North.

Application Review:

Applicant/Owner:	Christine Rotthoff, CRK Properties LLC
Legal Description:	Part of Block 2, Jolly Addition
Existing Zoning:	I-1, Light Industrial District
Existing Land Use:	Industrial / Office Uses
Adjacent Zoning & Land Uses:	North: Amerigas zoned I-1
	South: Railroad
	East: Owatonna Glass zoned I-1
	West: Gas Station zoned I-1
Report Attachments:	1. Application Materials 2. Location Maps

Proposed Development:

- Application No. RZ-10, by Christine Rotthoff, CRK Properties LLC, a request for a zone change from I-1 Light Industrial District to PUD, Planned Unit Development for the purposes of continuing to operate a multi-use facility including office spaces, contractor spaces and an educational facility for the property located at 631 Cedar Avenue North.
- The building is currently occupied by a staffing agency, Steele County Community Corrections, and two different contractors.
- The applicant has a space being vacated by Steele County Community Corrections. Choice Technical Academy wishes to relocate into this space. Due to the existing zoning the property needs to be rezoned in order to accommodate this user.
- The school currently has 51 students enrolled and 15 staff members. The office user has 2 employees at this location and the two contractors have 3 employees total at this location.

- Code would require 36 parking stalls for these uses. The applicant is showing a total of 42 stalls available for this building. Two ADA stalls are also included in that number and are currently located at the front door.
- The applicant has a drop off area shown on the site plan. This drop off area appears to impede traffic on Cedar Avenue. All drop offs will need to occur in private parking stalls unless it is a school bus and permitted by State Statute.
- During the Comprehensive Plan process we discussed the north downtown area extensively. Due to the slow transition of this area to commercial uses, the nonconformity of all of the industrial buildings it was determined that this area should have a new blended zoning district created as part of the code update process. This process will begin this year but will not be completed for a while.

Staff Review:

Staff feels that the proposed rezoning would fit in with the surroundings and the desired use of this property as designated within the Comprehensive Plan. Staff is recommending approval of the rezoning property from I-1, Light Industrial District to PUD Planned Unit Development for the property located at 631 Cedar Avenue North with the following conditions on the PUD:

1) All building codes shall be met at all times.
2) All exterior signs require a sign permit.
3) All drop offs will need to occur in private parking stalls unless it is a school bus and permitted by State Statute.
4) The properties shall be combined into one lot in order to remove all property lines from inside the building prior to any new tenants occupying the space.
5) All future uses shall be in compliance with the current underlying zoning district or an amendment to the PUD is required.

Planning Commission:

Application No. RZ-10, which is a request by Christine Rotthoff, CRK Properties LLC to rezone property from I-1, Light Industrial District, to PUD, Planned Unit Development for the purposes of continuing to operate a multi-use facility including office spaces, contractor spaces, and an educational facility for the property located at 631 Cedar Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:35 pm. No comments were made regarding this request. Public hearing closed at 5:36 pm. Eickhoff said he didn't have any concerns about the request as it looks to be the same uses with some updates. A motion was made by Springer-Gasner and seconded by Effertz to recommend City Council approval of the rezoning property from I-1, Light Industrial District, to PUD, Planned Unit Development for the purposes of continuing to operate a multi-use facility including office spaces, contractor spaces, and an educational facility for the property located at 631 Cedar Avenue North with the following conditions on the PUD:

1) All building codes shall be met at all times.
2) All exterior signs require a sign permit.

3) All drop offs will need to occur in private parking stalls unless it is a school bus and permitted by State Statute.
4) The properties shall be combined into one lot in order to remove all property lines from inside the building prior to any new tenants occupying the space.
5) All future uses shall be in compliance with the current underlying zoning district or an amendment to the PUD required.

All Commissioners voting Aye, the motion carried.

N

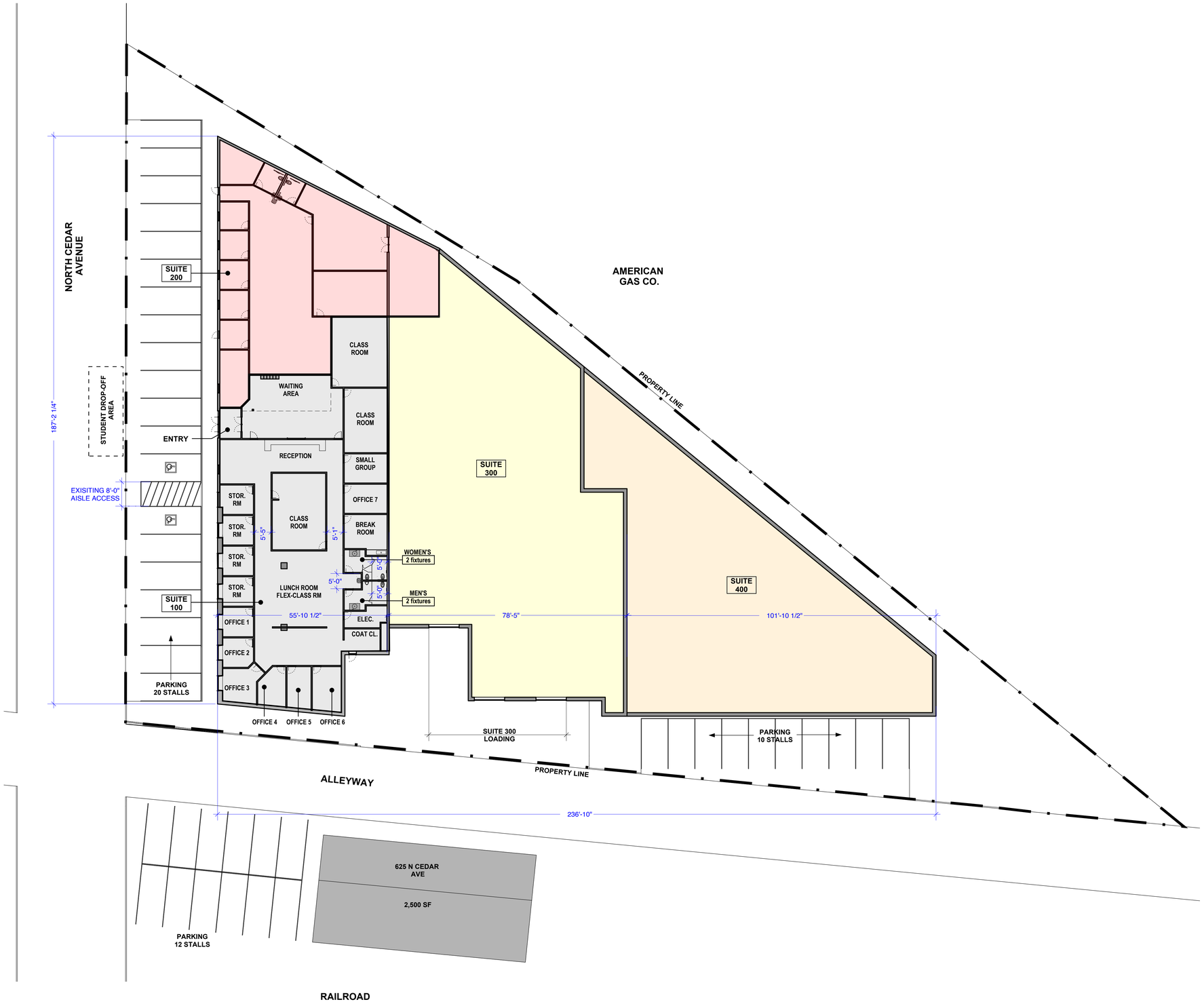
RZ-10 CRK Properties PUD Request
631 Cedar Avenue N

1:1,427

Date: 3/25/2025

SITE PLAN

Scale: 1/16" : 1'-0"



PROJECT DESCRIPTION

CHOICE TECHNICAL ACADEMY IS RE-LOCATING TO AN EXISTING OFFICE BUILDING AT 631 NORTH CEDAR AVENUE. THIS PROJECT CONSISTS OF A NEW EDUCATION OCCUPANCY IN A SPACE THAT PREVIOUSLY SERVED AS A BUSINESS OFFICE. SCOPE OF WORK CONSISTS ONLY OF IMPROVEMENTS NECESSARY TO COMPLY WITH CODE AS ENTAILED BY CHANGE OF OCCUPANCY.

GENERAL

1. ALL DOORS MIN. 36" U.O.N.

VICINITY MAP

SPACES

OCCUPANCY	TENANT
E	CHOICE TECHNICAL ACADEMY SUITE 100
B	MASTERSON STAFFING SUITE 200
S-1	SOUTHERN MN DRILLING SUITE 300
S-1	MECHANICAL CONTRACTOR SUITE 400

I hereby certify that this drawing or specification was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of The State of Minnesota

PRINT NAME: MATHIAS MORTENSON

SIGNATURE:

LIC.# 52496 DATE:

HMM·ARCHITECTS

03.21.2025	SITE PLAN SUBMISSION

CIVIL ENGINEER:

STRUCT. ENG.:

CONTRACTOR:

LANDSCAPE ARCHITECT:

ARCHITECT:
HMM ARCHITECTS
821 2nd AVE. N.
MINNEAPOLIS MN 55405
612.655.3745

OWNER:
CRK Properties, LLC
380 BRECKENRIDGE PL NW
OWATONNA, MN 55060
952.210.8812

DRAWN BY DMM

PROJECT ADDRESS:
631 NORTH CEDAR AVE.
OWATONNA, MN 55060

KEY PLAN

CHOICE TECHNICAL ACADEMY
PROJECT INFO
FLOOR PLANS
FIRE + LIFE SAFTEY

PRINT DATE: March 21, 2025

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To: **City of Owatonna**

From: **CRK Properties, LLC and Choice Technical Academy**

RE: ***631 N Cedar Avenue; Rezoning Request***

We are respectfully requesting the rezoning of the multi-tenant property at 631 and 625 Cedar Avenue to a PUD to allow an "E" education occupancy use. The building has historically been 4 suites with mixed uses B-1 and S-1 tenants; offices and shop/ warehouse spaces. This area of Owatonna is located North of downtown and is an area of transition.

This zoning request is triggered by a tenant vacating the front office area, Suite 100, 6,180 SF. Choice Technical Academy Charter School has completed their evaluation of the location and determined the location is a fit for their operation. The Central location will provide more visibility for the school. The interior is updated to allow student spaces and staff offices to be efficient for classes and administration. The Charter school serves students in grades 7 -12 and has a current enrollment of 51 students with 15 staff members. The school is open September – June and provides summer school opportunities as well. Primary school hours are from 7:00 am to 4:00 pm Monday through Friday. The majority of students arrive by bus or school van to the school. Some students will be dropped off by parents, a student drop off/ pick up zone will be created at the front entrance. Very rarely do students drive themselves to the school. Events that include parents happen several times per year typically in the evening. The school user volume and parking is similar to historic uses of the space. The 20 parking stalls along the front of the suite as well as 12 stalls to the south of the space are available for daily use. Additionally, there is over flow parking to the East on the property. Students arrive generally at the same time and leave at the same time daily create a stable flow of movement at the property.

Thank you for your consideration.

Resolutions

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 18-25 Changes to Parking on Main Street by Court Avenue

Purpose:
Approval to authorize the addition of a handicap accessible stall, removal of three parking stalls and elimination of a loading zone within the 100 block of Main Street East.

Background:
See attached staff report.

Budget Impact:
The City will incur minor expenses if this request is approved. The Street Department will need to remove signs, install signs and amend the striping within the area.

Staff Recommendation:
Staff recommends approval of the addition of a handicap accessible stall, removal of three parking stalls and elimination of a loading zone within the 100 block of Main Street East as recommended by the Planning Commission who serves as the Downtown Parking Committee.

Attachments:
1. Resolution on ADA Stall and removal of 3 stalls Main Street East
2. Main St Parking Change

RESOLUTION NO. -25

A RESOLUTION AUTHORIZING ADDITION OF A HANDICAP ACCESSIBLE STALL AND ELIMINATION OF THREE PARKING STALLS AND A LOADING ZONE WITHIN THE 100 BLOCK OF MAIN STREET EAST

WHEREAS, the City of Owatonna has designated handicap accessible stalls in the downtown area; and

WHEREAS, the City of Owatonna has received a request for an additional handicap accessible stall in the downtown area; and

WHEREAS, City Staff and the Steele County Highway Engineer have recommended the addition of a handicap accessible stall, removal of three parking stalls and elimination of a loading zone; and

WHEREAS, the Downtown Parking Committee has considered staff recommendation and concurs the addition of a handicap accessible stall, removal of three parking stalls and elimination of a loading zone within the 100 block of Main Street East.
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NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the City shall authorize the addition of a handicap accessible stall, removal of three parking stalls and elimination of a loading zone within the 100 block of Main Street East.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of ___, 2025.

_____
Matt Jessop, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

DATE: April 2, 2025

TO: Mayor and City Council

FROM: Community Development Dept. – Greg Kruschke

SUBJECT: Main Street Parking Change – Mid Block Crosswalk Area

Purpose:

Act on the request to install an ADA stall and remove 3 parking spaces in the area to increase safety.

Background:

See attached memo from the City Engineer.

Budget Impact:

There will be a minimal cost for the street crew's time to change the signage and the street striping.

Staff Recommendation:

Staff recommends approval of this request to install an ADA stall and remove 3 parking spaces in the area to increase safety.

To: Greg Kruschke, AICP
From: Sean Murphy, PE
Date: March 5, 2025
Subject: Main St (CSAH 48) - Parking Modifications at Court Ave Crossing

Greg,

The City's Engineering Department received a request to remove parking adjacent to the Court Avenue SE crosswalk at Main St E (CSAH 48).

In review with County Engineer Sponholz, the Engineering Department recommends the removal of two parking spaces on the westbound parking lane, east of the Court Ave crosswalk, as well as the easternmost parking space on the eastbound parking lane, west of Court Ave. The Engineering Department also recommends removal of the loading zone spaces and allocating the westbound parking space just west of the Court Ave crosswalk as an accessible space.

Please see the attached exhibit for reference.

Sincerely,

Sean Murphy, PE
Owatonna City Engineer

REMOVE LOADING ZONE SIGNS
INSTALL NO PARKING ANY TIME SIGNS (R7-1, 1 LEFT ARROW, 1 RIGHT ARROW)
INSTALL ACCESSIBLE PARKING SIGN (R7-8M)
CONVERT TO ACCESSIBLE STALL
REMOVE 2 PARKING STALLS
REMOVE 1 PARKING STALL
MAIN ST E
MAIN ST E
MAIN ST E
COURT AVE SE

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 19-25: Accept Bids & Award Contract Project #25001 Street & Utility

Purpose:
Requesting City Council approval of Resolution 19-25: 2025 Street & Utility Project Bid Acceptance and Contract Awarding.

Background:
Bids were received on April 9, 2025 for the 2025 Street & Utility Project. Bids were received from seven (7) companies:

25001 Bid Tab	
Wencl Construction, Inc	$1,809,858.40
BCM Construction, Inc	$1,865,000.00
JJD Companies LLC	$1,951,101.71
Icon Construction	$1,964,669.65
Heselton Construction, LLC	$2,149,712.31
Holtmeier Construction, Inc	$2,223,164.30
GM Contracting, Inc	$2,281,769.71
Engineer Estimate	$2,173,643.03

The lowest responsible bidder was Wencl Construction, Inc. The bid was $363,784.63 or 16.7% under the Engineer's Estimate.

Budget Impact:
The contracted project cost will be $1,809,858.40. The 2025 Street & Utility Project will be financed through a combination of City Funds, OPU reimbursements, and Special Assessments. 39 property owners will be affected.

Staff Recommendation:
Staff recommends approval of accepting the bids and awarding the contract to Wencl

Construction, Inc of Owatonna, MN.

Attachments:

1. Resolution 19-25: Approving Bids - Award Contract 2025 Street & Utility Project
2. 25001 Bid Tabulation

RESOLUTION NO. 19-25

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2025 Street & Utility Project #25001 bids were received from seven (7) companies. The following bids were received:

Wencl Construction, Inc of Owatonna, MN	$1,809,858.40
BCM Construction, Inc of Faribault, MN	$1,865,000.00
JJD Companies LLC of Blooming Prairie, MN	$1,951,101.71
ICON, LLC of Dodge Center, MN	$1,964,669.65
Heselton Construction, LLC of Faribault, MN	$2,149,712.31
Holtmeier Construction, Inc of Mankato, MN	$2,223,164.30
G M Contracting, Inc of Lake Crystal, MN	$2,281,769.71
Engineer's Estimate:	$2,173,643.03

WHEREAS, the lowest responsible bidder was Wencl Construction, Inc of Owatonna, MN.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Wencl Construction, Inc. in the name of the City of Owatonna for the 2025 Street & Utility Project #25001 according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Aye __; No _____; Absent____

Approved and signed this ____ day of_____, 2025.

_____
Matthew T. Jessop, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

2025 Street & Utility (#9600454)
Owner: Owatonna MN, City of
Solicitor: Owatonna MN, City of
04/09/2025 10:00 AM CDT

				Engineer Estimate		Wencl Construction Inc. Owatonna, MN		BCM Construction, Inc. Faribault, MN		JJD Companies LLC Blooming Prairie, MN		ICON, LLC Dodge Center, MN		Heselton Construction, LLC. Faribault, MN		Holtmeier Construction, Inc. Mankato, MN		G M Contracting, Inc. Lake Crystal, MN	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2021.501	MOBILIZATION	LS	1	$44,091.30	$44,091.30	$4,000.00	$4,000.00	$47,411.78	$47,411.78	$53,700.00	$53,700.00	$8,000.00	$8,000.00	$43,000.00	$43,000.00	$117,107.00	$117,107.00	$94,665.55	$94,665.55
2101.501	CLEARING & GRUBBING	LS	1	$4,335.00	$4,335.00	$10,000.00	$10,000.00	$12,074.10	$12,074.10	$13,250.00	$13,250.00	$17,000.00	$17,000.00	$9,525.00	$9,525.00	$9,500.00	$9,500.00	$9,000.00	$9,000.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	91	$3.00	$273.00	$5.00	$455.00	$3.63	$330.33	$3.00	$273.00	$1.00	$91.00	$2.25	$204.75	$5.00	$455.00	$5.00	$455.00
2104.503	REMOVE CURB & GUTTER	L F	5385	$3.30	$17,770.50	$3.00	$16,155.00	$3.89	$20,947.65	$2.50	$13,462.50	$3.00	$16,155.00	$3.00	$16,155.00	$2.25	$12,116.25	$6.38	$34,356.30
2104.504	REMOVE CONCRETE WALK	S Y	2	$8.10	$16.20	$5.00	$10.00	$10.43	$20.86	$100.00	$200.00	$50.00	$100.00	$45.00	$90.00	$12.00	$24.00	$31.10	$62.20
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	753	$8.50	$6,400.50	$5.00	$3,765.00	$10.42	$7,846.26	$5.00	$3,765.00	$8.00	$6,024.00	$10.50	$7,906.50	$10.35	$7,793.55	$10.33	$7,778.49
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	28	$2.40	$67.20	$5.00	$140.00	$10.42	$291.76	$10.00	$280.00	$4.00	$112.00	$11.50	$322.00	$10.35	$289.80	$5.56	$155.68
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	10750	$2.40	$25,800.00	$2.00	$21,500.00	$0.88	$9,460.00	$2.00	$21,500.00	$1.00	$10,750.00	$3.10	$33,325.00	$3.00	$32,250.00	$3.92	$42,140.00
2106.507	EXCAVATION - COMMON (P)	C Y	7808	$14.30	$111,654.40	$14.00	$109,312.00	$11.69	$91,275.52	$10.00	$78,080.00	$20.00	$156,160.00	$13.50	$105,408.00	$20.70	$161,625.60	$15.24	$118,993.92
2106.507	EXCAVATION - SUBGRADE	C Y	100	$14.00	$1,400.00	$20.00	$2,000.00	$11.69	$1,169.00	$10.00	$1,000.00	$0.01	$1.00	$13.50	$1,350.00	$12.55	$1,255.00	$24.99	$2,499.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	6750	$14.50	$97,875.00	$22.00	$148,500.00	$23.42	$158,085.00	$20.00	$135,000.00	$27.00	$182,250.00	$21.60	$145,800.00	$26.00	$175,500.00	$27.15	$183,262.50
2106.507	STABILIZING AGGREGATE	CY	100	$65.00	$6,500.00	$40.00	$4,000.00	$42.62	$4,262.00	$30.00	$3,000.00	$0.01	$1.00	$55.00	$5,500.00	$36.50	$3,650.00	$69.71	$6,971.00
2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	12271	$1.50	$18,406.50	$2.00	$24,542.00	$1.07	$13,129.97	$1.25	$15,338.75	$1.50	$18,406.50	$1.60	$19,633.60	$1.00	$12,271.00	$0.42	$5,153.82
2112.519	SUBGRADE PREPARATION	RDST	28	$550.00	$15,400.00	$500.00	$14,000.00	$124.99	$3,499.72	$300.00	$8,400.00	$0.01	$0.28	$340.00	$9,520.00	$575.00	$16,100.00	$178.57	$4,999.96
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	60	$260.00	$15,600.00	$50.00	$3,000.00	$104.99	$6,299.40	$165.00	$9,900.00	$150.00	$9,000.00	$170.00	$10,200.00	$135.00	$8,100.00	$140.00	$8,400.00
2211.509	AGGREGATE BASE CLASS 5	TON	4220	$22.00	$92,840.00	$20.00	$84,400.00	$17.77	$74,989.40	$15.00	$63,300.00	$22.00	$92,840.00	$21.65	$91,363.00	$21.15	$89,253.00	$25.33	$106,892.60
2331.603	JOINT ADHESIVE	L F	5376	$1.50	$8,064.00	$0.65	$3,494.40	$0.87	$4,677.12	$0.85	$4,569.60	$0.85	$4,569.60	$0.90	$4,838.40	$0.83	$4,462.08	$0.83	$4,462.08
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	781	$0.50	$390.50	$1.00	$781.00	$0.01	$7.81	$0.01	$7.81	$0.01	$7.81	$0.01	$7.81	$0.01	$7.81	$0.01	$7.81
2360.504	TYPE SP 9.5 WEAR CRS MIX(3;C)3.0" THICK	S Y	31	$85.00	$2,635.00	$30.00	$930.00	$30.45	$943.95	$29.60	$917.60	$50.00	$1,550.00	$30.50	$945.50	$29.00	$899.00	$29.00	$899.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	2555	$93.10	$237,870.50	$83.00	$212,065.00	$87.68	$224,022.40	$83.65	$213,725.75	$82.00	$209,510.00	$86.75	$221,646.25	$82.00	$209,510.00	$82.00	$209,510.00
2521.518	4" CONCRETE WALK	S F	11	$56.00	$616.00	$9.00	$99.00	$13.44	$147.84	$83.65	$920.15	$15.00	$165.00	$17.00	$187.00	$15.60	$171.60	$10.00	$110.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	5376	$26.20	$140,851.20	$22.00	$118,272.00	$25.63	$137,786.88	$22.90	$123,110.40	$27.00	$145,152.00	$25.00	$134,400.00	$22.45	$120,691.20	$22.18	$119,239.68
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	910	$88.30	$80,353.00	$72.00	$65,520.00	$85.99	$78,250.90	$70.90	$64,519.00	$105.00	$95,550.00	$94.00	$85,540.00	$83.30	$75,803.00	$71.98	$65,501.80
2563.601	TRAFFIC CONTROL	LS	1	$5,716.50	$5,716.50	$1,000.00	$1,000.00	$1,574.88	$1,574.88	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$1,600.00	$1,600.00	$6,500.00	$6,500.00	$1,500.00	$1,500.00
2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	$1,128.80	$1,128.80	$1,500.00	$1,500.00	$965.85	$965.85	$2,500.00	$2,500.00	$500.00	$500.00	$3,600.00	$3,600.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	26	$186.80	$4,856.80	$200.00	$5,200.00	$103.10	$2,680.60	$200.00	$5,200.00	$50.00	$1,300.00	$255.00	$6,630.00	$175.00	$4,550.00	$150.00	$3,900.00
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	4500	$2.90	$13,050.00	$3.00	$13,500.00	$2.10	$9,450.00	$2.05	$9,225.00	$3.00	$13,500.00	$2.10	$9,450.00	$2.00	$9,000.00	$2.00	$9,000.00
2573.503	SEDIMENT CONTROL LOG TYPE ROCK	L F	100	$9.30	$930.00	$5.00	$500.00	$3.15	$315.00	$3.05	$305.00	$6.00	$600.00	$13.25	$1,325.00	$3.00	$300.00	$3.00	$300.00
2573.602	ROCK DITCH CHECK	EACH	2	$2,000.00	$4,000.00	$200.00	$400.00	$219.98	$439.96	$1,200.00	$2,400.00	$500.00	$1,000.00	$420.00	$840.00	$290.00	$580.00	$150.00	$300.00
2574.507	COMMON TOPSOIL BORROW	C Y	187	$26.00	$4,862.00	$20.00	$3,740.00	$25.00	$4,675.00	$25.00	$4,675.00	$0.01	$1.87	$37.00	$6,919.00	$23.90	$4,469.30	$31.84	$5,954.08
2575.505	RAPID STABILIZATION METHOD 2	ACRE	1.7	$8,103.00	$13,775.10	$10,000.00	$17,000.00	$7,876.51	$13,390.07	$7,652.00	$13,008.40	$10,000.00	$17,000.00	$7,940.00	$13,498.00	$7,502.00	$12,753.40	$7,502.00	$12,753.40
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	25	$390.00	$9,750.00	$300.00	$7,500.00	$295.33	$7,383.25	$300.00	$7,500.00	$300.00	$7,500.00	$310.00	$7,750.00	$450.00	$11,250.00	$415.19	$10,379.75
2104.503	REMOVE SEWER PIPE (STORM)	L F	3918	$9.60	$37,612.80	$3.00	$11,754.00	$4.74	$18,571.32	$5.00	$19,590.00	$10.00	$39,180.00	$10.00	$39,180.00	$8.00	$31,344.00	$11.71	$45,879.78
2502.503	8" PERF PE PIPE DRAIN	L F	5402	$19.80	$106,959.60	$13.00	$70,226.00	$10.00	$54,020.00	$18.25	$98,586.50	$14.00	$75,628.00	$18.00	$97,236.00	$11.60	$62,663.20	$13.15	$71,041.70
2503.502	SUMP PUMP SERVICE	EACH	32	$666.60	$21,331.20	$300.00	$9,600.00	$521.40	$16,684.80	$760.00	$24,320.00	$575.00	$18,400.00	$540.00	$17,280.00	$430.65	$13,780.80	$372.90	$11,932.80
2503.503	15" RC PIPE SEWER CLASS V	L F	1775	$70.10	$124,427.50	$60.00	$106,500.00	$58.31	$103,500.25	$59.50	$105,612.50	$42.00	$74,550.00	$67.00	$118,925.00	$61.75	$109,606.25	$77.66	$137,846.50
2503.503	18" RC PIPE SEWER CLASS V	L F	259	$87.60	$22,688.40	$70.00	$18,130.00	$71.63	$18,552.17	$63.75	$16,511.25	$46.00	$11,914.00	$72.00	$18,648.00	$70.55	$18,272.45	$84.04	$21,766.36
2503.503	24" RC PIPE SEWER CLASS V	L F	12	$125.60	$1,507.20	$100.00	$1,200.00	$131.22	$1,574.64	$118.00	$1,416.00	$67.00	$804.00	$128.00	$1,536.00	$115.15	$1,381.80	$133.30	$1,599.60
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	$1,170.00	$3,510.00	$1,000.00	$3,000.00	$575.35	$1,726.05	$1,000.00	$3,000.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$1,200.00	$3,600.00	$798.44	$2,395.32
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2'X3')	EACH	6	$504.10	$3,024.60	$1,000.00	$6,000.00	$1,159.60	$6,957.60	$1,230.00	$7,380.00	$3,400.00	$20,400.00	$2,023.00	$12,138.00	$1,367.95	$8,207.70	$2,072.67	$12,436.02
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	$505.10	$505.10	$2,000.00	$2,000.00	$9,786.44	$9,786.44	$11,345.00	$11,345.00	$12,800.00	$12,800.00	$11,350.00	$11,350.00	$12,940.10	$12,940.10	$6,407.59	$6,407.59
2506.502	CASTING ASSEMBLY	EACH	28	$1,187.90	$33,261.20	$1,000.00	$28,000.00	$1,070.94	$29,986.32	$1,325.00	$37,100.00	$950.00	$26,600.00	$1,275.00	$35,700.00	$1,003.70	$28,103.60	$1,080.30	$30,248.40
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	L F	3	$546.70	$1,640.10	$2,000.00	$6,000.00	$255.68	$767.04	$478.00	$1,434.00	$725.00	$2,175.00	$545.00	$1,635.00	$384.85	$1,154.55	$904.54	$2,713.62
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	85.1	$607.30	$51,681.23	$300.00	$25,530.00	$440.68	$37,501.87	$605.00	$51,485.50	$725.00	$61,697.50	$765.00	$65,101.50	$634.55	$54,000.21	$978.05	$83,232.06
2104.502	REMOVE MANHOLE (SANITARY)	EACH	16	$390.00	$6,240.00	$300.00	$4,800.00	$295.33	$4,725.28	$300.00	$4,800.00	$400.00	$6,400.00	$310.00	$4,960.00	$500.00	$8,000.00	$399.22	$6,387.52
2104.503	REMOVE SEWER PIPE (SANITARY)	L F	2720	$2.60	$7,072.00	$2.00	$5,440.00	$2.32	$6,310.40	$2.00	$5,440.00	$0.01	$27.20	$1.50	$4,080.00	$2.00	$5,440.00	$11.71	$31,851.20
2503.503	8" PVC PIPE SEWER	L F	2681	$60.80	$163,004.80	$60.00	$160,860.00	$44.34	$118,875.54	$50.00	$134,050.00	$40.00	$107,240.00	$58.00	$155,498.00	$59.45	$159,385.45	$57.75	$154,827.75
2503.602	SANITARY SEWER SERVICE	EACH	36	$1,790.50	$64,458.00	$1,200.00	$43,200.00	$1,300.00	$46,800.00	$2,005.00	$72,180.00	$1,300.00	$46,800.00	$1,555.00	$55,980.00	$1,633.50	$58,806.00	$2,069.69	$74,508.84
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	4	$1,182.60	$4,730.40	$1,000.00	$4,000.00	$313.22	$1,252.88	$1,025.00	$4,100.00	$1,600.00	$6,400.00	$950.00	$3,800.00	$2,148.45	$8,593.80	$825.29	$3,301.16
2506.502	CASTING ASSEMBLY (SANITARY)	EACH	14	$1,187.90	$16,630.60	$1,000.00	$14,000.00	$1,044.69	$14,625.66	$1,300.00	$18,200.00	$1,500.00	$21,000.00	$1,200.00	$16,800.00	$1,538.20	$21,534.80	$1,056.85	$14,795.90
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020 (SANITARY MANHOLE)	L F	158	$607.30	$95,953.40	$300.00	$47,400.00	$339.24	$53,599.92	$450.00	$71,100.00	$435.00	$68,730.00	$390.00	$61,620.00	$488.20	$77,135.60	$447.00	$70,626.00
2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	9	$1,129.80	$10,168.20	$200.00	$1,800.00	$670.84	$6,037.56	$571.00	$5,139.00	$900.00	$8,100.00	$555.00	$4,995.00	$1,110.40	$9,993.60	$896.71	$8,070.39
2104.502	REMOVE MANHOLE (WATER)	EACH	2	$390.00	$780.00	$500.00	$1,000.00	$295.33	$590.66	$300.00	$600.00	$300.00	$600.00	$310.00	$620.00	$500.00	$1,000.00	$399.22	$798.44
2104.502	REMOVE GATE VALVE	EACH	4	$247.50	$990.00	$200.00	$800.00	$221.49	$885.96	$250.00	$1,000.00	$50.00	$200.00	$300.00	$1,200.00	$100.00	$400.00	$399.22	$1,596.88
2104.502	REMOVE HYDRANT	EACH	3	$483.80	$1,451.40	$500.00	$1,500.00	$295.33	$885.99	$300.00	$900.00	$50.00	$150.00	$680.00	$2,040.00	$375.00	$1,125.00	$399.22	$1,197.66
2104.503	REMOVE WATER MAIN	L F	2889	$7.60	$21,956.40	$2.00	$5,778.00	$2.32	$6,702.48	$2.00	$5,778.00	$0.01	$28.89	$5.00	$14,445.00	$6.00	$17,334.00	$10.33	$29,843.37
2504.601	TEMPORARY WATER SERVICE	LS	1	$17,025.00	$17,025.00	$10,000.00	$10,000.00	$14,985.60	$14,985.60	$18,000.00	$18,000.00	$25,000.00	$25,000.00	$18,000.00	$18,000.00	$32,850.00	$32,850.00	$26,412.79	$26,412.79
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	3	$1,335.80	$4,007.40	$1,000.00	$3,000.00	$1,020.73	$3,062.19	$1,200.00	$3,600.00	$1,600.00	$4,800.00	$2,000.00	$6,000.00	$2,325.00	$6,975.00	$2,589.51	$7,768.53
2504.602	HYDRANT	EACH	5	$7,461.00	$37,305.00	$7,000.00	$35,000.00	$8,081.95	$40,409.75	$8,770.00	$43,850.00	$7,900.00	$39,500.00	$8,630.00	$43,150.00	$8,142.10	$40,710.50	$7,796.89	$38,984.45
2504.602	6" GATE VALVE & BOX	EACH	5	$2,768.20	$13,841.00	$3,000.00	$15,000.00	$2,417.67	$12,088.35	$2,925.00	$14,625.00	$2,600.00	$13,000.00	$2,575.00	$12,875.00	$2,494.45	$12,472.25	$2,863.80	$14,319.00
2504.602	8" GATE VALVE & BOX	EACH	8	$3,665.50	$29,324.00	$3,500.00	$28,000.00	$3,310.10	$26,480.80	$3,777.00	$30,216.00	$3,600.00	$28,800.00	$3,460.00	$27,680.00	$3,608.20	$28,865.60	$3,676.15	$29,409.20
2504.603	WATER SERVICE	EACH	35	$2,150.00	$75,250.00	$2,000.00	$70,000.00	$2,274.59	$79,610.65	$2,600.00	$91,000.00	$2,400.00	$84,000.00	$2,835.00	$99,225.00	$2,508.85	$87,809.75	$2,886.92	$101,042.20
2504.603	6" PVC WATERMAIN	L F	85	$61.50	$5,227.50	$50.00	$4,250.00	$66.93	$5,689.05	$60.00	$5,100.00	$40.00	$3,400.00	$55.00	$4,675.00	$53.30	$4,530.50	$48.16	$4,093.60
2504.603	8" PVC WATERMAIN	L F	2808	$61.70	$173,253.60	$50.00	$140,400.00	$55.00	$154,440.00	$50.00	$140,400.00	$40.00	$112,320.00	$57.00	$160,056.00	$54.90	$154,159.20	$39.53	$111,000.24
2504.608	WATERMAIN FITTINGS	LB	1894	$15.60	$29,546.40	$15.00	$28,410.00	$15.58	$29,508.52	$15.00	$28,410.00	$12.00	$22,728.00	$16.00	$30,304.00	$16.50	$31,251.00	$27.63	$52,331.22
Base Bid Total:					**$2,173,643.03**		**$1,809,858.40**		**$1,865,000.00**		**$1,951,101.71**		**$1,964,669.65**		**$2,149,712.31**		**$2,223,164.30**		**$2,281,769.71**

Miscellaneous

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: 2025-2027 Strategic Plan

Purpose:
The City Council is being asked to approve the City's 2025-2027 Strategic Plan.

Background:
The City Council met with the leadership team for its annual Strategic Planning sessions in February and March. Through a facilitated discussion, Council Members, Mayor Jessop, City Administrator Kris Busse, Assistant City Administrator Jenna Tuma and Department Directors evaluated current strategic planning needs and identified top priorities.

The Strategic Plan is used as a decision-making tool to assist in analyzing and adopting policy. It creates a foundation for accountability and provides a tool to inform stakeholders about the City's priorities. This plan identifies five strategic priorities with outcomes, goals and strategies for each.

Our Public Amenities
Outcome: The best quality of life anywhere in Southern Minnesota.
Strategy: Provide functional and modern amenities and facilities that accentuate our community assets to serve all residents in our community.
Goals:

- Support the work of the Public Safety Center Task Force.
- Implement an asset management planning process for short and long-term usage and viability.
- Collaborate with local partners to enhance community amenities.

Economic Prosperity
Outcome: Collaborative, innovative, sustainable and diverse economic engine.
Strategy: Encourage public and private investments that create an environment that supports businesses, creates jobs and expands the tax base.
Goals:

- Create housing solutions.
- Leverage the Degner Owatonna Regional Airport to boost economic development.

- Continue supporting downtown as an economic hub.

Financial Security
Outcome: Strategic investments in our City and community that serve taxpayers.
Strategy: Create an understanding of the City's fiscal capacity to guide the City Council and staff in making important financial decisions.
Goals:

- Prepare a comprehensive, proactive financial plan while maintaining our Moody's Aa1 bond rating.
- Finalize the financial plan for the Public Safety Center.
- Create resiliency in the City staff's financial knowledge and acumen.

A Premier Employer
Outcome: A great place to work.
Strategy: A thriving and resilient culture that attracts and retains top talent by living and breathing our values of better together, pride in our work and community stewardship.
Goals:

- Continue enhancing organizational culture.
- Develop a proactive staffing plan aligned with the growth of the City.
- Grow and enhance tools that support employees at all levels.
- Create a successful transition plan for the new City Administrator.

Our Neighbors
Outcome: Connected, informed and engaged community members actively serving our City.
Strategy: Timely and intentional sharing of information that informs and educates community members on the good work of the City and stimulates their personal investment in Owatonna's future.
Goals:

- Assess the communications program to ensure it connects with the target audiences.
- Explore creative ways to engage the citizens in City government.

The Council reviewed the Strategic Plan during a Study Session on April 1, 2025.

Budget Impact:
None.

Staff Recommendation:
Staff recommends approval.

Attachments:

1. 2025-2027 Strategic Plan

CITY OF OWATONNA

DRAFT

2025 - 2027 Strategic Plan

Our roadmap to create a better tomorrow

April 1, 2025

Dear Owatonna community members,

Once again, City leadership has dedicated time and concerted effort in the first quarter of the year to discuss and determine what the future for Owatonna looks like. Hearing from directors of all City departments, taking into account our Comprehensive Plan adopted last year and sharing feedback from our neighbors, community leaders, business owners and others, we have crafted our Strategic Plan for the next three years.

The Strategic Plan provides a roadmap for decision-making. We have identified five strategic priorities that we will focus on over the next three years. Progress on them will be monitored and shared regularly. Our Strategic Plan will remain fluid and adaptable. It will evolve with annual reviews based on progress, conditions and the City's changing needs. These strategic priorities encompass and replace our previous four key focus areas of infrastructure, economic vitality, quality of life and efficient effective government.

The plan will take shape through its outcomes, strategies and goals:

- Outcomes refer to the desired result that will be achieved. These aspirational declarations represent positive change and define the realization of the City's Purpose and Values.
- Strategies will be realized through deliberative planning and actions. They are flexible and adapt and adjust to changing and evolving conditions.
- Goals are designed to include specific action items that can be tracked and measured. These cross over every department in the organization.

Your elected City officials and staff are committed to bringing this plan to life. You can look forward to hearing about how decisions and projects connect to the plan. As always, community input is essential as the plan guides the work we have ahead of us. Together, we will use it to do our absolute best to create a better tomorrow for you and for future generations.

At your service,
Matt Jessop, Mayor
City Council Members: President Kevin, Vice President Doug Voss, Dan Boeke, Nathan Dotson, Don McCann, David Burbank, Brent Svenby
Kris M. Busse, City Administrator
City of Owatonna

PURPOSE:

We Create a Better Tomorrow

VALUES:

Better Together

We are one team of diverse perspectives and talents working to create a better tomorrow for Owatonna. We support each other, listen to understand, and respectfully challenge each other—always recognizing and trusting that we will succeed more as a team than on our own.

Community Stewardship

We are here to proactively care for, protect and serve our community. We understand that our community trusts and empowers us to do our work responsibly, with integrity and utilize resources efficiently and effectively.

Pride in Our Work

We care, we show up prepared to work and we strive for excellence in all that we do. We commit to continuously learn and improve each day. We believe if it's worth doing, it's worth doing well.

Strategic Priorities

To achieve our vision to create a better tomorrow, we have five strategic priorities. Each has specific outcomes, strategies & goals.

Our Public Amenities

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Strategy: Provide functional and modern amenities and facilities that accentuate our community assets to serve all residents in our community.

Goals:
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Strategic Priority:

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Action Steps: more to come here

Strategic Priority:

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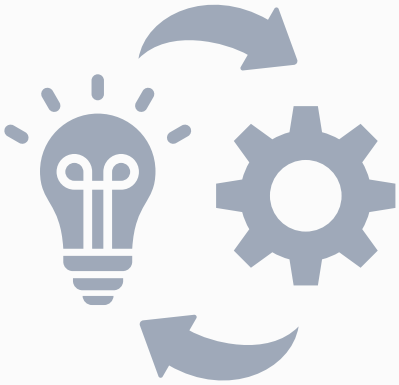
Action Steps: more to come here

Implementation Plan



- City Council will be asked to adopt the 2025-2027 Strategic Plan
- Launch internal & external communications
- Leadership team will develop Action Items & integrate into staff work plans & goals
- A dashboard will be created to track and communicate progress on Action Items
- Agenda and Purpose Memo formats will be reimagined to demonstrate alignment
- Quarterly management team meetings will be held to discuss status of Action Items
- Goals & Action Items will be considered as 2026 operating & Capitol Improvement Project budgets are developed
- Staff will provide two status reports annually to City Council in July & December
- City Council, Mayor and City staff will formally review Strategic Plan annually to make updates as needed
- Achieving Goals and Action Items will be celebrated

Communication Plan

Objectives:

- Create awareness about the plan and the process for developing it
- Provide ongoing updates on progress made on goals
- Create effective engagement opportunities for community members to provide input
- Expand employee understanding of how the plan guides individual work and progress on meeting goals

Timeline: April through December 2025

Audiences: internal audiences include City employees, elected officials, and board and commission members; external audiences include residents, business owners, commuters and community stakehoders such as the Owatonna Area Chamber of Commerce & Tourism, Steele County and Owatonna Public Schools.

Communication Channels: website, video, social media, newsletters, news release, collateral materials, meetings, emails.

Measurements: the plan's effectiveness will be assessed through the level of general sentiment for the Strategic Plan as expressed from community members and feedback from elected officials and staff.

City Leadership

The Owatonna City Council meets at 7 pm on the first and third Tuesday of each month at City Hall, 540 West Hills Circle. Contact Council Members with questions, suggestions and concerns. Agendas, Minutes and Council Packets are available in the Agenda Center on the City's website: owatonna.gov/agendacenter.

Doug Voss (At Large) 507.475.0550 douglas.voss@owatonna.gov
Dan Boeke (At Large) 507.363.1932 daniel.boeke@owatonna.gov
Nathan Dotson (Ward 1) 507.3631189 nathan.dotson@owatonna.gov
Don McCann (Ward 2) 507.456.6383 donald.mccann@owatonna.gov
David Burbank (Ward 3) 507.451.3166 david.burbank@owatonna.gov
Kevin Raney (Ward 4) 507.456.3116 kevin.raney@owatonna.gov
Brent Svenby (Ward 5) 507.363.1136 brent.svenby@owatonna.gov
Matt Jessop (Mayor) 507.363.1980 mayor@owatonna.gov

CITY OF OWATONNA

CITY OF
OWATONNA

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: City Administrator Search Process

Purpose:
Council approval of City Administrator search process.

Background:
City Administrator Kris Busse will be retiring effective August 7, 2025. In accordance with City Charter, the city council shall appoint a city administrator. At the request of the Council President, the City Human Resources team has developed the proposed search process for the Council to identify the next City Administrator.

Budget Impact:
There is no budget impact other than the staff time to develop and administer the process.

Staff Recommendation:
Staff recommends approval of process.

Attachments:
1. City Admin Search Process

City Administrator - Search Process

City Council Approval of Process

Point person to manage the details of the process – HR Director

Ad-hoc search group to participate in the hiring process – 2 Council Members and City HR

Application Process

Open application in NeoGov with resume and cover letter required.

Open to all candidates that meet the minimum requirements of the position description as detailed in the posting.

Verify training & experience

Responsible: City HR

Interview Invitation Identification

Responsible: Ad-hoc search group

Panel Interview

Panel interview led by ad-hoc search group.

Top scoring candidate(s) from panel interviews will be invited to advance to final interview.

Finalist Interview

Each finalist will spend the day at the City meeting with staff groups, touring the community, participating in an open house to meet and engage with community members, and a final interview with the City Council.

Selection

City Council Special Open Meeting - Council will consider candidate to get offer.

Employment agreement to be signed by the finalist and then presented to the City Council for approval at a regular meeting.

Timeline

April 15

City Council Approval of Process

April 16 – May 6

Position posted internally & externally

Week of May 12

Panel Interviews

May 20

Finalist Interview Day

Week of June 2

Target for conditional offer

August 11

Target start date

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Jeffrey Louks, Facilites Manager
SUBJECT: Accept Bid - Overhead Garage Door Replacements

Purpose:

Accept the bid from Overhead Door Company of Olmsted County for the replacement of ten overhead garage doors.

Background:

The 10 doors being replaced were evaluated in 2023. The overall condition of these doors was marked as failing and poor.

Two bids were received:

- Overhead Door Company of Olmsted County: $48,675
- Prime Garage Door: $74,645

Budget Impact:

The bid is within the approved GB-24-001 CIP project.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Prime Garage Bids 2025
2. Overhead Door Comp Bids 2025

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-9
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$4,195.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $191.46/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Small | Main Airport hangar	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,000.00	$1,000.00

Services subtotal: $1,000.00

Materials	qty	unit price	amount
Commercial - 3720 8'2"x7' | White Commercial R18.4 Minor Rib | Straight Vertical Track | Extended Solid Shaft	1.0	$2,000.00	$2,000.00
Elite Series - 98022 DC Battery Backup Wall Mount Jackshaft	1.0	$1,120.00	$1,120.00

1- 893MAX transmitter included, no keypad * Install included

Rails + Accy - 893MAX Remote 893MAX Remote	1.0	$75.00	$75.00

Subtotal	$4,195.00
Total	**$4,195.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-8
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$7,900.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
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SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $254.54/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 1 | Newer Liftmaster Trolley	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,800.00	$1,800.00

Services subtotal: $1,800.00

Materials	qty	unit price	amount
Commercial - 3720 16'2"x14' | White Commercial R18.4 Minor Rib| 2x 24x12 Insulated Windows | 15R	1.0	$6,100.00	$6,100.00

Subtotal	$7,900.00
Total	**$7,900.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-6
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$4,675.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $213.36/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 11 | Newer Liftmaster Trolley	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$950.00	$950.00

Services subtotal: $950.00

Materials	qty	unit price	amount
Commercial - 3720 12'2"x12' | White Commercial R18.4 Minor Rib | 3x 24x12 Insulated Windows | 15R	1.0	$3,725.00	$3,725.00

Subtotal	$4,675.00
Total	**$4,675.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-7
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$6,425.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $207.02/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 10 | Old Opener	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$950.00	$950.00

Services subtotal: $950.00

Materials	qty	unit price	amount
Commercial - 3720 12'2"x12' | White Commercial R18.4 Minor Rib | 3x 24x12 Insulated Windows | 15R	1.0	$3,725.00	$3,725.00
Commercial - LiftMaster MAXUM 700 lb TDC7S1BMC-12'	1.0	$1,750.00	$1,750.00

TDC Commercial trolley operator, DC power, myQ, wall button, no remotes or keypad included

Subtotal	$6,425.00
Total	**$6,425.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-5
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$6,425.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $207.02/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 12 | Old Opener	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$950.00	$950.00

Services subtotal: $950.00

Materials	qty	unit price	amount
Commercial - 3720 12'2"x12' | White Commercial R18.4 Minor Rib | 3x 24x12 Insulated Windows | 15R	1.0	$3,725.00	$3,725.00
Commercial - LiftMaster MAXUM 700 lb TDC7S1BMC-12'	1.0	$1,750.00	$1,750.00

TDC Commercial trolley operator, DC power, myQ, wall button, no remotes or keypad included

Subtotal	$6,425.00
Total	**$6,425.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4690-4
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$7,175.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $231.18/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 14 | Old Opener	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,100.00	$1,100.00

Services subtotal: $1,100.00

Materials	qty	unit price	amount
Commercial - 3720 14'2"x12' | White Commercial R18.4 Minor Rib | 3x 24x12 Insulated Windows | 15R	1.0	$4,325.00	$4,325.00
Commercial - LiftMaster MAXUM 700 lb TDC7S1BMC-12'	1.0	$1,750.00	$1,750.00

TDC Commercial trolley operator, DC power, myQ, wall button, no remotes or keypad included

Subtotal	$7,175.00
Total	**$7,175.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
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Prime Garage Door & More LLC

ESTIMATE	#4690-1
ESTIMATE DATE	Apr 7, 2025
SERVICE DATE	Mar 28, 2025
TOTAL	$8,175.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $177.34/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 23 | Newer Liftmaster Opener	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,800.00	$1,800.00

Services subtotal: $1,800.00

Materials	qty	unit price	amount
Commercial - 3720 16'2"x14' | White Commercial R18.4 Minor Rib | ISLO Sol-Sol-Sol-GL | 1x Insulated Glass | 48" HL | 15R	1.0	$6,375.00	$6,375.00

Subtotal	$8,175.00
Total	**$8,175.00**

*3% processing fee on all credit cards
-Payment in full due at time of service/installation. We do not warranty mis-aligned safety sensors, light bulbs or batteries
*Unpaid invoices over 30 days are subject to 10% service charge monthly
-All applicable sales tax included
*All estimates good for 14 Days or subject to price increases
-50% down payment is non-refundable
*Garages that are not cleared for installation may be subject to additional charges
-Projects not installed within 30 days of delivery are required to be paid in full
*New Door Customer agrees to having promotional sign in front yard for 30 Days and will receive $50.00 visa card as a thank you when returned to office

PRIME
Garage Door & More
SALES-SERVICE-REPAIR
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Prime Garage Door & More LLC

ESTIMATE	#4805-1
ESTIMATE DATE	Apr 4, 2025
SERVICE DATE	Apr 2, 2025
TOTAL	$8,325.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $180.59/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 9 | Old op	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,500.00	$1,500.00

Services subtotal: $1,500.00

Materials	qty	unit price	amount
Commercial - 3720 16x12 | White Commercial R18.4 Minor Rib | 4-24x12 insulated Windows | Continuous | 15R	1.0	$5,075.00	$5,075.00
Commercial - LiftMaster MAXUM 700 lb TDC7S1BMC-12'	1.0	$1,750.00	$1,750.00

PRIME
Garage Door & More
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507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4805-3
ESTIMATE DATE	Apr 4, 2025
SERVICE DATE	Apr 2, 2025
TOTAL	$10,725.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $232.65/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 21 | Old op	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,500.00	$1,500.00

Services subtotal: $1,500.00

Materials	qty	unit price	amount
Commercial - 3720 14'2"x14 | White Commercial R18.4 Minor Rib | 4-24x12 insulated Windows | 48"HL	1.0	$5,325.00	$5,325.00
Commercial - LiftMaster MAXUM 700lb JDC7S1BMC	2.0	$1,950.00	$3,900.00

PRIME
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SALES-SERVICE-REPAIR
507-413-6699
www.primegaragedoor.net

Prime Garage Door & More LLC

ESTIMATE	#4805-4
ESTIMATE DATE	Apr 4, 2025
SERVICE DATE	Apr 2, 2025
TOTAL	$10,625.00

City Of Owatonna
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

(507) 456-5588
findept@ci.owatonna.mn.us

SERVICE ADDRESS

1140 Industrial Rd
Owatonna, MN 55060

CONTACT US

4500 N County Rd 45
Owatonna, MN 55060

(507) 413-6699
sales.primegaragedoor@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as $230.48/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Door 22 | Old op	1.0	$0.00	$0.00
Commercial - Commercial install Commercial install/Labor	1.0	$1,800.00	$1,800.00

Services subtotal: $1,800.00

Materials	qty	unit price	amount
Commercial - 3720 16'2"x14 | White Commercial R18.4 Minor Rib | 4-24x12 insulated Windows | 98"HL	1.0	$6,750.00	$6,750.00
Commercial - LiftMaster MAXUM 700lb JDC7S1BMC	1.0	$1,950.00	$1,950.00

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

This proposal is valid till Wednesday, April 23, 2025 Quote: SQNT004126-1 | Created: 3/24/2025 11:39 AM

Job:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

Prepared For:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

	Item	Qty
1	**CLOPAY (3720) 12' 2" X 12' STEEL INSULATED DOOR** Details: CLOPAY (3720) 12'2" X 12' STEEL INSULATED DOOR 2 INCH 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 2" TRACK BRUSH PERIMETER	3
2	**CLOPAY (3720) 14'2" X 12' STEEL INSULATED DOOR** Details: CLOPAY (3720) 14'2" X 12' STEEL INSULATED DOOR 2 INCH 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 2" TRACK BRUSH PERIMETER	1
3	**CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR** Details: CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR 2 INCH 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 2" TRACK BRUSH PERIMETER	1
4	**CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR** Details: CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR	1

	2 INCH 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") HI-LIFT TRACK 226" COS 15" RADIUS 2" TRACK BRUSH PERIMETER	
5	**CLOPAY (3720) 8'2" X 7' STEEL INSULATED DOOR**	1
	Details: CLOPAY (3720) 8'2" X 7' STEEL INSULATED DOOR 2 INCH 18.4 R-VALUE WHITE NO WINDOWS FULL VERTICAL TRACK 15" RADIUS 2" TRACK BRUSH PERIMETER	
6	**LIFTMASTER MAXUM (TDC7S1BMC-12) COMMERCIAL OPERATOR**	3
	Details: LIFTMASTER MAXUM 700 OPERATOR 12FT TROLLEY 1 PHASE O/C/S BUTTON PHOTO EYES	
7	**LIFTMASTER ELITE SERIES JACKSHAFT OPERATOR**	1
	Details: LIFTMASTER ELITE SERIES (98022) JACKSHAFT 1 PHASE POWER O/C/S BUTTON PHOTO EYES	

Total (USD): $30,800.00

- ADD REMOTES ADD $45 PER REMOTE
- STATE CONTRACT # 242988
- TAX EXEMPT
- ALL ELECTRICAL WIRING BY OTHERS : INCLUDING PUSH BUTTON AND PHOTO EYE WIRES
- INCLUDES REMOVING AND DISPOSING OF OLD DOOR / OPENER

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

- QUOTE SUBJECT TO JOB-SITE MEASUREMENT AND INSPECTION "AND" APPROVED SHOP DRAWINGS

- WIND LOADED AS PER STATE OF MINNESOTA REQUIREMENTS

- DUE TO RECENT TARIFFS, AND THEIR IMPACT ON SUPPLY CHAIN PRICING, THIS QUOTE MAY NEED TO BE REVISED BEFORE THE EXPIRATION DATE

Terms and Conditions

Price includes all applicable state and local taxes.

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 15 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): Brandon Nord Date: 3-25-25

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

7 Doors

2 operators.

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

This proposal is valid till Wednesday, April 30, 2025 Quote: SQNT004143-1 | Created: 3/31/2025 9:14 AM

Job:
VECHANICS #21
1150 INDUSTRIAL RD
OWATONNA, MN 55060

Prepared For:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

	Item	Qty
1	**CLOPAY (3720) 14'2" X 14' STEEL INSULATED DOOR** Details: CLOPAY (3720) 14'2" X 14' STEEL INSULATED DOOR 2" 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 2" TRACK HI-LIFT (54") BRUSH PERIMETER	1

Total (USD): $4,500.00

- STATE CONTRACT # 242988
- TAX EXEMPT
- ALL ELECTRICAL WIRING BY OTHERS : INCLUDING PUSH BUTTON AND PHOTO EYE WIRES
- INCLUDES REMOVING AND DISPOSING OF OLD DOOR / OPENER
- QUOTE SUBJECT TO JOB-SITE MEASUREMENT AND INSPECTION "AND" APPROVED SHOP DRAWINGS
- WIND LOADED AS PER STATE OF MINNESOTA REQUIREMENTS
- DUE TO RECENT TARIFFS, AND THEIR IMPACT ON SUPPLY CHAIN PRICING, THIS QUOTE MAY NEED TO BE REVISED BEFORE THE EXPIRATION DATE

Terms and Conditions

Price includes all applicable state and local taxes.

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 15 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): Brandon Nord Date: 3-31-25

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

This proposal is valid till Wednesday, April 30, 2025 Quote: SQNT004143-1 | Created: 3/31/2025 9:14 AM

Job:
DOOR #22
1150 INDUSTRIAL RD
OWATONNA, MN 55060

Prepared For:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

	Item	Qty
1	**CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR** Details: CLOPAY (3720) 16'2" X 14' STEEL INSULATED DOOR 2" 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 2" TRACK HI-LIFT (99") BRUSH PERIMETER	1
2	**LIFTMASTER MAXUM 700 COMMERCIAL OPERATOR** Details: LIFTMASTER MAXUM 700 OPERATOR JACKSHAFT 1 PHASE O/C/S BUTTON PHOTO EYES	1

Total (USD): $6,800.00

- ADD REMOTES ADD $45 PER REMOTE
- STATE CONTRACT # 242988
- TAX EXEMPT
- ALL ELECTRICAL WIRING BY OTHERS : INCLUDING PUSH BUTTON AND PHOTO EYE WIRES
- INCLUDES REMOVING AND DISPOSING OF OLD DOOR / OPENER
- QUOTE SUBJECT TO JOB-SITE MEASUREMENT AND INSPECTION "AND" APPROVED SHOP DRAWINGS
- WIND LOADED AS PER STATE OF MINNESOTA REQUIREMENTS
- DUE TO RECENT TARIFFS, AND THEIR IMPACT ON SUPPLY CHAIN PRICING, THIS QUOTE MAY NEED TO

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

BE REVISED BEFORE THE EXPIRATION DATE

Terms and Conditions

Price includes all applicable state and local taxes.

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 15 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): Brandon Nord Date: 3-31-25

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

This proposal is valid till Wednesday, April 30, 2025 Quote: SQNT004143-1 | Created: 3/31/2025 9:14 AM

Job:
STREET SHOP #9
1150 INDUSTRIAL RD
OWATONNA, MN 55060

Prepared For:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

	Item	Qty
1	**CLOPAY (3720) 16' X 12' STEEL INSULATED DOOR** Details: CLOPAY (3720) 16' X 12' STEEL INSULATED DOOR 2" 18.4 R-VALUE WHITE 3 INSULATED WINDOWS (24" X 12") STANDARD TORSION 15" RADIUS 3" TRACK DOUBLE END STILE BRUSH PERIMETER	1
2	**LIFTMASTER MAXUM 700 COMMERCIAL OPERATOR** Details: LIFTMASTER MAXUM 700 OPERATOR 12FT TROLLEY 1 PHASE O/C/S BUTTON PHOTO EYES	1

Total (USD): $5,450.00

- ADD REMOTES ADD $45 PER REMOTE
- STATE CONTRACT # 242988
- TAX EXEMPT
- ALL ELECTRICAL WIRING BY OTHERS : INCLUDING PUSH BUTTON AND PHOTO EYE WIRES
- INCLUDES REMOVING AND DISPOSING OF OLD DOOR / OPENER
- QUOTE SUBJECT TO JOB-SITE MEASUREMENT AND INSPECTION "AND" APPROVED SHOP DRAWINGS
- WIND LOADED AS PER STATE OF MINNESOTA REQUIREMENTS
- DUE TO RECENT TARIFFS, AND THEIR IMPACT ON SUPPLY CHAIN PRICING, THIS QUOTE MAY NEED TO

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

BE REVISED BEFORE THE EXPIRATION DATE

Terms and Conditions

Price includes all applicable state and local taxes.

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 15 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): Brandon Nord Date: 3-31-25

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

Overhead Door Company of Olmsted County

The Genuine. The Original.

406 37th St Ne
Rochester, MN 55906-2809

Contact: Brandon Nord
Phone: +15072816872
Email: brandon.nord@odcolmstedcounty.com

This proposal is valid till Wednesday, May 7, 2025 Quote: SQNT004159-1 | Created: 4/7/2025 8:07 AM

Job:
LIFTMASTER REMOTES
1150 INDUSTRIAL RD
OWATONNA, MN 55060

Prepared For:
CITY OF OWATONNA
1150 INDUSTRIAL RD
OWATONNA, MN 55060

	Item	Qty
1	**LIFTMASTER 3 BUTTON REMOTES**	25
	Details: LIFTMASTER 3 BUTTON REMOTES PROGRAMMED TO DOOR PER CUSTOMERS REQUEST	

Total (USD): $1,125.00

Terms and Conditions

Price includes all applicable state and local taxes.

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 15 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): _____ Date: _____

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #20 - Rice Lake Construction Group

Purpose:
Requesting City Council approval of Change Order #20 for the Wastewater Treatment Facility Expansion Project.

Background:
Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order 20 consists of 2 WCDs and are as follows:

- 137 - Replace 24” Air Piping between Process Building and Aeration Basins
- 139 - Biogas Area Changes

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

Budget Impact:
The total budget impact of Change Order 20 is an increase of $586,291.62 for a revised total contract cost of $58,171,019.53 (4.40% increase from original contract). Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. WWTF Expansion CO# 20 - Rice Lake Construction Group
2. WWTF Expansion Change Order Log

CHANGE ORDER NO. 20

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Change Order:	4/16/2025

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

Description:

Work Change Directives Nos. 137 and 139.

Attachments:

WCD Log – 4-10-2025. Change Order Log – 4-10-2025.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] ~~**[Decrease]**~~ from previously approved Change Orders No. 0 to No. **19:** $ 1,864,127.91	**[Increase]** ~~**[Decrease]**~~ from previously approved Change Orders No.0 to No. **19**: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: $ 57,584,727.91	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] ~~**[Decrease]**~~ this Change Order: $ $586,291.62	**[Increase]** ~~**[Decrease]**~~ this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 58,171,019.53	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svennes, PE Jennifer R Svennes

Title: Lead Process Engineer, Nero Engineering

Date: 4/10/2025

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

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WORK CHANGE DIRECTIVE NO.: 137

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	4/7/2025

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

Description:

Replace 24" Air Piping between PB and AB

Attachments:

WCD #137 Proposal. Field Order No. 42. Pictures of air bubbles observed from the buried pipe.

Purpose for the Work Change Directive:

This change is for the installation of 24" stainless steel air piping above ground between the Process Building (PB) and Aeration Basins (AB). The blowers serving the AB are located in the PB and there is an existing 24" buried air line between the two structures. This air line was thought to be in good condition based on observations made about five years ago when part of it was exposed to tighten the bolts at the mechanical joints. Unfortunately, during construction, the area that was not exposed previously was found to be in very poor condition with severe pitting to the point that there are holes in the pipe wall. There is no option to repair the existing pipe, and it is a crucial piece of equipment for the wastewater treatment process. Installing a stainless steel pipe above grade is recommended as the best long-term solution for this issue.

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

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

Contract Price:	$465,219.59	**[increase]** ~~**[decrease] [not yet estimated]**~~.
Contract Time:	0 days	~~**[increase] [decrease] [not yet estimated]**~~.

Basis of estimated change in Contract Price:

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

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE Jennifer R Svennes	
Title:	Lead Process Engineer	
Date:	4/7/2025	

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WORK CHANGE DIRECTIVE NO.: 139

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	4/9/2025

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

Description:

Biogas Area Changes

Attachments:

WCD #139 Proposal. Field Order No. 32.

Purpose for the Work Change Directive:

This change is for biogas piping revisions in DTC and site revisions around the biogas equipment. During design, the requirements of the biogas injection into OPU's natural gas grid were not finalized. This change accounts for the required connections and access around the equipment. All of the site fencing changes are also included in this WCD. There was fence on the east side of the site that was intended to be reused, but it isn't in adequate condition to be removed and reinstalled at the elevation required with the curb that was added to the east side of the site in a previous WCD.

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

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

Contract Price:	$121,072.03	**[increase]** ~~**[decrease] [not yet estimated]**~~.
Contract Time:	0 days	~~**[increase] [decrease] [not yet estimated]**~~.

Basis of estimated change in Contract Price:

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

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE Jennifer R Svennes	
Title:	Lead Process Engineer	
Date:	4/9/2025	

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Owatonna WWTF Upgrade and Expansion
Change Order Log
Printed: 4/10/2025

Original Contract Cost $55,720,600.00

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

Owatonna WWTF Upgrade and Expansion
Change Order Log
Printed: 4/10/2025

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

Owatonna WWTF Upgrade and Expansion
Change Order Log
Printed: 4/10/2025

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

Owatonna WWTF Upgrade and Expansion
Change Order Log
Printed: 4/10/2025

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
19	115	12/5/2024	Secondary Digester Manway Repair	$3,485.57	**Yes**	$192,478.87	$57,584,727.91
	116	1/14/2025	DTC Generator Room Changes	$21,685.49			
	117	12/5/2024	Unit Heater Relocation (RFI 187)	$2,308.55			
	118	12/5/2024	Admin Building Plumbing Changes	$8,921.64			
	119	12/5/2024	FO 39 - Admin Building HVAC Changes	$11,889.82			
	120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	$3,209.99			
	121	12/5/2024	Fabricated Metal Support for Admin GVH-2	$4,425.69			
	122	12/30/2024	STB Additional Bends for TSS Sensor	$2,762.82			
	123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	$13,527.16			
	124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	$4,091.83			
	125	1/6/2025	Add Coatings to Admin Corridor 188	$2,720.39			
	126	1/13/2025	Watermain Replacement for MBR Drain Install	$29,953.88			
	127	1/13/2025	Admin Light Gauge Framing Changes	$5,552.94			
	128	1/13/2025	Add Railing to Roof of Primary Digester	$7,672.08			
	129	2/10/2025	Add 8" Blind Flanges in DPS	$1,098.09			
	130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	$28,048.11			
	131	2/10/2025	Secondary Digester Corbel Demolition	$5,827.01			
	132	3/6/2025	Admin Window Blinds	$3,345.68			
	133	3/6/2025	Exterior Door Sweeps	$4,316.93			
	134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet	$708.20			
	135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	$18,709.03			
	136	3/6/2025	STB Field Modifications	$8,217.97			
20	137	3/28/2025	Replace 24" Air Piping between PB and AB	$465,219.59	**No**	$586,291.62	$58,171,019.53
	139	3/18/2025	Biogas Area Changes	$121,072.03			

Owatonna WWTF Upgrade and Expansion
Work Change Directive Log

Original Contract Cost
$55,720,600.00

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	**Necessary** for Design	**Beneficial** for Long Term	Price Escalation	**Approved** by Administrator
1	6/23/2023	Contaminated Soil Removal					$193,738.62	mostly	**Yes**	**Yes**	**No**	**Yes**
2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	$0.00	$0.00	$0.00	$548.00	$581.15	no	**yes**	**yes**	**No**	**yes**
3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove Bl	$1,900.00	-$11,985.98	$0.00	$0.00	-$12,511.72	no	**yes**	**yes**	**No**	**yes**
4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Commer	$14,841.85	$22,303.75	$4,080.00	$2,272.00	$53,409.75	partially	**yes**	**yes**	**No**	**yes**
5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	$0.00	$1,887.00	$0.00	$940.00	$3,329.18	no	**yes**	**yes**	**No**	**yes**
6	6/23/2023	Additional Granular Fill	$0.00	$42,388.50	$0.00	$0.00	$72,219.17	mostly	**yes**	**yes**	**No**	**yes**
7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	$0.00	-$8,975.00	$0.00	$0.00	-$11,092.99	no	**yes**	**yes**	**No**	**yes**
8	9/30/2022	MBR Tank Drain Valves	$2,280.00	$11,400.00	$0.00	$0.00	$16,853.62	no	**yes**	**yes**	**No**	**yes**
9	9/30/2022	Field Order No.9 - MBR Beam Schedule	$760.00	$6,052.63	$150.00	$978.40	$9,613.92	no	**yes**	**yes**	**No**	**yes**
10	9/30/2022	Grating Width Changes and Perm Wall Pipe	$760.00	-$6,363.70	$0.00	$0.00	-$6,944.33	no	**yes**	**yes**	**No**	**yes**
~~11~~	~~10/16/2022~~	~~Change White Maple Wooden Doors to Oak Finish~~	~~$0.00~~	~~$3,095.00~~	~~$0.00~~	~~$0.00~~	~~$3,594.84~~	~~no~~	~~no~~	~~no~~	**No**	~~no~~
12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	$20,520.00	$1,650.00	$5,600.00	$39,760.00	$75,579.50	no	**no**	**yes**	**No**	**yes**
13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	$0.00	$11,114.66	$0.00	$0.00	$13,737.58	no	**yes**	**yes**	**No**	**yes**
14	10/16/2022	Additional Window in Admin Building	$6,196.80	$5,516.44	$84.00	$7,012.00	$21,862.56	no	**no**	**yes**	**No**	**yes**
15	5/31/2022	Suez Price Escalation - Documented under Cost Escalation					$252,500.00	no	**NA**	**NA**	**Yes**	**Yes**
16	11/28/2022	Directionally Drill 10" MBR Drain Line	-$22,800.00	$1,669.00	$20,000.00	-$11,660.00	-$17,903.83	no	**yes**	**yes**	**No**	**yes**
17	11/28/2022	Increase Size of Tunnel Opening at RWC	$190.00	$0.00	$3,400.00	$0.00	$3,835.98	no	**yes**	**yes**	**No**	**yes**
18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	$15,808.00	$22,225.06	-$139.75	$13,400.00	$60,677.57	no	**yes**	**yes**	**No**	**yes**
19	12/22/2022	RFI No. 45 - Hardware Material Change	$0.00	$0.00	$0.00	-$237,870.81	-$240,249.52	partially	yes	yes	**No**	**yes**
~~20~~	~~12/22/2022~~	~~RFI No. 87 - Concrete Sealer~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~no~~	~~no~~	~~no~~	**No**	~~no~~
21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening	$1,615.00	$950.00	$86.50	$590.00	$3,786.97	no	**yes**	**yes**	**No**	**yes**
22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	$0.00	$0.00	$0.00	-$11,733.00	-$12,442.85	no	**yes**	**yes**	**No**	**yes**
23	7/31/2023	AB Blower Piping Change	$21,330.00	$21,959.14	$0.00	-$1,656.00	$22,330.34	Yes	**Yes**	**Yes**	**No**	**Yes**
24	2/17/2023	Add MBR Blower Inlet Dampers	$0.00	$1,926.00	$0.00	$0.00	$2,042.52	no	**yes**	**yes**	**No**	**yes**
25	2/22/2023	Storm Water Basin						ON HOLD			**No**	**yes**
26	3/7/2023	AB Blower Piping Expansion Joints	$7,695.00	$18,797.08	$1,450.00	$0.00	$34,243.47	no	**yes**	**yes**	**No**	**yes**
27	4/3/2023	MLS Bonnetless Knife Gate Valves	$0.00	-$40,000.00	$0.00	$0.00	-$49,439.50	no	**yes**	**yes**	**No**	**yes**
~~28~~		~~Painting and MLS Outside Project~~									**No**	
29	4/12/2023	FSB Roof Drain Piping	$4,320.00	$1,528.89	$0.00	$0.00	$7,125.53	no	**yes**	**yes**	**No**	**yes**
~~30~~		~~Rotary Drum Thickening Equipment~~	~~$0.00~~	~~$3,800.00~~	~~$0.00~~	~~$0.00~~	~~$4,696.75~~	CANCELLED			**No**	
~~31~~		~~Circular Clarifier Center Column Change~~	~~$0.00~~	~~$5,820.00~~	~~$0.00~~	~~$0.00~~	~~$7,193.45~~	CANCELLED			**No**	
32	6/2/2023	Sludge Mixing System Price Inflation - Covered under Price Es	$0.00	$3,500.00	$0.00	$0.00	$3,535.00	no	**NA**	**NA**	**Yes**	**yes**
33	6/23/2023	RFI #117 - Weirs and Anchors	$4,320.00	$6,305.00	$350.00	$0.00	$13,435.27	no	**yes**	**yes**	**No**	**yes**
34	6/23/2023	Field Order Directive #14 - Sampler Changes	$1,440.00	$1,548.89	$0.00	$0.00	$3,659.69	no	**yes**	**yes**	**No**	**yes**
35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	$4,950.00	$5,001.00	$0.00	$20,468.44	$33,902.50	no	**yes**	**yes**	**No**	**yes**
36	6/23/2023	MBR Influent Channel additional grout	$2,160.00	$10,850.89	$0.00	$0.00	$16,029.48	yes	**yes**	**yes**	**No**	**yes**
37	6/23/2023	FSB Flexible Chutes	$0.00	$2,972.64	$0.00	$0.00	$3,223.79	no	**yes**	**yes**	**No**	**yes**
38	6/29/2023	Hydronic System RFI #128 and #135	$2,070.00	$6,697.20	$0.00	$0.00	$10,786.50	yes	**yes**	**yes**	**No**	**Yes**
39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	$11,070.00	$9,926.68	$200.00	$20,358.28	$47,508.35	Partially	**Yes**	**Yes**	**No**	**Yes**
40	8/15/2023	Hydronic System Water Treatment	$0.00	-$2,684.06	$0.00	$0.00	-$3,317.46	yes	**yes**	**yes**	**No**	**Yes**
41	9/13/2023	Painting System Changes	$10,800.00	$8,763.75	$1,250.00	$107,851.00	$115,116.46	no	**no**	**yes**	**No**	**yes**
42	9/13/2023	FSB Chutes	$360.00	$931.10	$50.00	$0.00	$1,645.22	yes	**yes**	**yes**	**No**	**Yes**
43	9/13/2023	RFI #154 - Fan Starters	$0.00	$0.00	$0.00	$5,101.80	$5,410.46	yes	**yes**	**yes**	**No**	**Yes**
44	9/13/2023	Removal of Select Granual Fills	-$2,700.00	-$33,282.19	-$850.00	$0.00	-$42,916.93	yes	**yes**	**yes**	**No**	**Yes**
45	9/20/2023	MBR RAS Pump Discharge Reducers	$4,320.00	$29,739.60	$600.00	$0.00	$42,690.51	yes	**yes**	**yes**	**No**	**Yes**
46	9/20/2023	Re-paint of RWC pump gallery and tunnel	$0.00	$0.00	$0.00	$66,250.00	$70,258.13	On Hold	**no**	**yes**	**No**	**no**
~~47~~	~~9/20/2023~~	~~Full Word Pipe ID Stencils~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$7,110.00~~	~~$7,540.16~~	~~No~~	~~no~~	~~yes~~	**No**	~~no~~
48	9/20/2023	DIP Spools - Logged under Price Escalation	$0.00	$23,899.95	$0.00	$0.00	$25,919.20	Ordered	**NA**	**NA**	**Yes**	**Yes**

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	**Necessary** for Design	**Beneficial** for Long Term	Price Escalation	**Approved** by Administrator
49	9/21/2023	Field Order # 19 - Plumbing Revisions	-$3,224.75	-$2,522.92	$0.00	-$425.88	-$7,478.34	No	**Yes**	**Yes**	**No**	**Yes**
50	9/21/2023	Field Order # 20 - Admin Water Softener	$3,780.00	$2,934.39	$0.00	$2,685.92	$11,056.65	No	**Yes**	**Yes**	**No**	**Yes**
~~51~~	~~9/29/2023~~	~~Process Building Water Softner~~	~~$3,240.00~~	~~$2,370.39~~	~~$0.00~~	~~$2,381.63~~	~~$9,382.37~~	~~NO~~	~~**NO**~~	~~**NO**~~	**No**	~~**NO**~~
52	9/29/2023	Remove Handrail at AB basin	-$12,780.00	-$66,000.00	-$1,250.00	$0.00	-$93,600.24	No	**Yes**	**Yes**	**No**	**Yes**
53	10/6/2023	Field Order 21 - AB Structural Changes	$6,660.00	$5,627.28	$1,650.00	$369.50	$17,335.49	No	**Yes**	**Yes**	**No**	**Yes**
54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	$7,650.00	$6,150.00	$450.00	$3,280.00	$20,874.24	No	**Yes**	**Yes**	**No**	**Yes**
55	9/29/2023	FSB FRP Door Color Change	$0.00	$0.00	$0.00	$1,820.00	$1,930.11	No	**No**	**Yes**	**No**	**No**
56	10/13/2023	Asbestos Removal	$0.00	$0.00	$0.00	$14,670.00	$15,557.54	No	**Yes**	**Yes**	**No**	**Yes**
57	10/27/2023	Clean Aeration Basins	$5,400.00	$3,764.80	$1,600.00	$16,380.00	$29,931.27	Partially	**Yes**	**Yes**	**No**	**Yes**
60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	$1,620.00	$3,592.20	$0.00	$875.00	$7,331.29	Yes	**Yes**	**Yes**	**No**	**Yes**
61	12/8/2023	Casework Material Change	$0.00	$0.00	$0.00	$22,784.00	$24,162.43	No	**No**	**Yes**	**No**	**Yes**
62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	$0.00	$0.00	$0.00	$6,513.30	$6,907.35	Partially	**Yes**	**Yes**	**No**	**Yes**
63	11/20/2023	OPU Water Hydrant	$0.00	$0.00	$0.00	$4,710.38	$4,757.48	Yes	**Yes**	**Yes**	**No**	**Yes**
64	12/8/2023	MBR Lab Vacuum Pump	$0.00	$0.00	$0.00	$2,500.32	$2,651.59	No	**Yes**	**Yes**	**No**	**Yes**
65	4/2/2024	Field Order 16 - Site Changes	$73,090.90	$58,439.57	$19,867.75	$34,068.03	$219,304.53	Partially	**Yes**	**Yes**	**No**	**Yes**
66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	$3,457.74	$1,961.15	$356.02	$0.00	$7,028.25	Yes	**Yes**	**Yes**	**No**	**Yes**
67	12/26/2023	STB Roof Insulation Depth Change	$0.00	$0.00	$0.00	$53,518.15	$56,756.00	Yes	**Yes**	**Yes**	**No**	**Yes**
68	1/2/2024	Door Changes					$83,704.09	Yes	**Yes**	**Yes**	**No**	**Yes**
69	1/4/2024	Additional Light Switches in MBR Cassette Room	$0.00	$0.00	$0.00	$4,886.61	$5,182.25	Partially	**Yes**	**Yes**	**No**	**Yes**
~~70~~	~~2/13/2024~~	~~Bead Blast Floors of Aeration Basins 1 & 2~~					~~$36,776.76~~	~~Cancelled~~	~~**No**~~	~~**Yes**~~	~~**No**~~	~~**No**~~
~~71~~	~~2/16/2024~~	~~Recoat Walls above Water Level of ABs 1&2~~					~~$44,145.38~~	~~Cancelled~~	~~**No**~~	~~**Yes**~~	~~**No**~~	~~**No**~~
72	2/16/2024	Peak Flow Overflow Box	$1,800.00	$1,010.00	$250.00	$0.00	$3,720.32	No	**Yes**	**Yes**	**No**	**Yes**
~~73~~	~~2/19/2024~~	~~EWR Temp Booster Pump for FSB~~					~~$7,114.07~~	~~Cancelled~~	~~**No**~~	~~**No**~~	~~**No**~~	~~**No**~~
74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	$3,060.00	$3,259.13	$50.00	$7,034.29	$15,254.90	No	**Yes**	**Yes**	**No**	**Yes**
75	4/8/2024	Remove Pressure Washing ABs 1&2	-$4,500.00	-$3,764.80	-$1,600.00	-$8,190.00	-$20,200.43	Yes	**Yes**	**Yes**	**No**	**Yes**
76	4/11/2024	Add influent and effluent pH sensors	$0.00	$0.00	$0.00	$19,845.65	$21,046.32	No	**Yes**	**Yes**	**No**	**Yes**
77	4/26/2024	Revise PB blower piping per RFI 172	-$2,160.00	-$5,588.40	-$480.00	-$735.00	-$10,862.10	No	**Yes**	**Yes**	**No**	**Yes**
~~78~~	~~4/26/2024~~	~~Flow meter cables - Veolia~~					~~$22,865.77~~	~~Cancelled~~	~~**NA**~~	~~**NA**~~	~~**No**~~	~~**No**~~
~~79~~	~~4/26/2024~~	~~Additional couplings for permeate piping~~					~~$20,926.32~~	~~Cancelled~~	**NA**	**NA**	**No**	**No**
80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-$720.00	-$802.97	-$25.00	$0.00	-$1,894.14	NA	**NA**	**NA**	**No**	**Yes**
81	5/15/2024	Biogas Odorizer Shed					$36,490.56	On Hold	**NA**	**NA**	**No**	**No**
82	5/28/2024	Admin - Masonry Infill and Floor System Add	$3,780.00	$1,592.58	$0.00	$4,186.00	$10,989.02	No	**Yes**	**Yes**	**No**	**Yes**
83	6/4/2024	Mud Valve Replacement	$18,900.00	$13,590.20	$1,200.00	$0.00	$41,097.92	No	**No**	**Yes**	**No**	**Yes**
84	5/17/2024	FO 29 - Install Manway in Secondary Digester	$1,845.00	$12,594.70	$480.00	$5,250.00	$23,784.28	No	**Yes**	**Yes**	**No**	**Yes**
85	6/7/2024	FO 30 - Septage Receiving Station Changes	$23,580.00	$861.00	$5,005.00	$3,103.80	$38,748.03	No	**Yes**	**Yes**	**No**	**Yes**
~~86~~	~~6/25/2024~~	~~Additional storm manhole~~						~~Cancelled~~				
87	6/28/2024	Admin Building Materials Price Escalation	$0.00	$0.00	$0.00	$9,184.44	$9,276.28	No	**Yes**	**Yes**	**Yes**	**Yes**
88	6/28/2024	MBR Grating Modifications	$7,200.00	$1,896.67	$250.00	$0.00	$11,361.04	Yes	**Yes**	**Yes**	**No**	**Yes**
89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	$2,340.00	$460.00	$0.00	$3,014.48	$6,592.85	No	**Yes**	**Yes**	**No**	**Yes**
~~90~~	~~7/16/2024~~	~~MBR Bathroom Deco Flake Coating~~						~~Cancelled~~				
91	7/18/2024	PB Generator Feed Reroute	$0.00	$0.00	$0.00	-$2,724.89	-$2,889.75	No	**NA**	**NA**	**No**	**Yes**
92	8/1/2024	Secondary Digester Interior Coatings	$360.00	$0.00	$2,400.00	$27,880.00	$32,790.66	No	**Yes**	**Yes**	**No**	**Yes**
93	8/2/2024	DIP Spools - Price Escalation	$0.00	$20,294.30	$0.00	$0.00	$22,008.91	Ordered	**Yes**	**Yes**	**Yes**	**Yes**
94	8/14/2024	Additional Eyewashes for MBR Chem Room	$3,780.00	$3,202.54	$250.00	$6,200.00	$15,405.13	Yes	**Yes**	**Yes**	**No**	**Yes**
95	8/14/2024	Fiber Loop Revision	$0.00	$0.00	$0.00	$7,389.39	$7,836.45	Yes	**Yes**	**Yes**	**No**	**Yes**
96	8/14/2024	Fire Alarm Submittal Comments	$0.00	$0.00	$0.00	$15,991.30	$16,958.78	Yes	**Yes**	**Yes**	**No**	**Yes**
97	8/20/2024	Additional Exterior Doors	$9,180.00	$18,431.57	$1,400.00	$4,230.00	$40,019.36	Yes	**No**	**Yes**	**No**	**Yes**
98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	$5,760.00	$0.00	$2,040.00	$0.00	$9,350.58	Yes	**Yes**	**Yes**	**No**	**Yes**
99	8/27/2024	Caulk existing construction joints in Secondary Digester	$0.00	$0.00	$0.00	$3,300.00	$3,499.65	Yes	**Yes**	**Yes**	**No**	**Yes**
100	8/29/2024	Additional Sidewalks	$20,340.00	$9,604.80	$1,300.00	$950.00	$39,040.92	Yes	**No**	**Yes**	**No**	**Yes**
~~101~~	~~8/30/2024~~	~~MBR Lab Plumbing Changes~~	~~$3,510.00~~	~~$290.31~~	~~$0.00~~	~~$0.00~~	~~$4,612.94~~	~~Outside Project~~				
102	8/30/2024	FSB and MLS Waste Drains	$10,440.00	$2,983.60	$1,710.00	$0.00	$18,205.45	Yes	**Yes**	**Yes**	**No**	**Yes**
103	9/13/2024	Hydronic Pump Control Changes	$1,800.00	$523.00	$0.00	$10,895.14	$14,252.46	Yes	**Yes**	**Yes**	**No**	**Yes**
104	9/17/2024	Additional Interior Admin Doors	$6,840.00	$14,155.58	$0.00	$3,240.00	$28,263.76	Yes	**No**	**Yes**	**No**	**Yes**
105	9/25/2024	MLS Fiberglass Door	$1,980.00	$5,727.10	$275.00	$0.00	$9,371.20	Yes	**No**	**Yes**	**No**	**Yes**

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	**Necessary** for Design	**Beneficial** for Long Term	Price Escalation	**Approved** by Administrator
106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	$3,060.00	$3,415.60	$425.00	$0.00	$8,169.58	Yes	**Yes**	**Yes**	**No**	**Yes**
107	10/28/2024	Add Dryer Vent per RFI 190	$270.00	$0.00	$0.00	$1,438.00	$1,852.24	Yes	**Yes**	**Yes**	**No**	**Yes**
108	11/7/2024	Scanning and Select Demolition	-$2,160.00	$0.00	$0.00	$6,015.00	$3,870.07	Yes	**Yes**	**Yes**	**No**	**Yes**
109	10/28/2024	Change Admin Curtain Wall System	$0.00	$0.00	$0.00	$0.00	$13,189.44	Yes	**Yes**	**Yes**	**No**	**Yes**
110	10/28/2024	STB Plumbing Modifications	$7,650.00	$3,342.32	$727.50	$4,651.00	$18,931.28	Yes	**Yes**	**Yes**	**No**	**Yes**
111	11/11/2024	DTC Transformer Relocation	$4,410.00	$1,125.00	$557.50	$3,792.55	$11,327.32	No	**Yes**	**Yes**	**No**	**Yes**
112	10/30/2024	Admin Building Electrical Changes	$0.00	$0.00	$0.00	$15,616.79	$16,561.61	Yes	**Yes**	**Yes**	**No**	**Yes**
113	11/18/2024	Air Content Deviation	$0.00	-$375.00	$0.00	$0.00	-$437.62	Yes	**Yes**	**Yes**	**No**	**Yes**
114	11/21/2024	EWR - NPW Check Valve	$4,320.00	$4,104.35	$0.00	$150.00	$10,184.66	Yes	**Yes**	**Yes**	**No**	**Yes**
115	12/5/2024	Secondary Digester Manway Repair	$2,520.00	$125.00	$0.00	$75.00	$3,485.57	Yes	**Yes**	**Yes**	**No**	**Yes**
116	1/14/2025	DTC Generator Room Changes	$9,180.00	$1,710.76	$900.00	$5,819.92	$21,685.49	Partially	**Yes**	**Yes**	**No**	**Yes**
117	12/5/2024	Unit Heater Relocation (RFI 187)	$1,440.00	$350.00	$0.00	$0.00	$2,308.55	Yes	**Yes**	**Yes**	**No**	**Yes**
118	12/5/2024	Admin Building Plumbing Changes	$5,400.00	$1,350.00	$175.00	$0.00	$8,921.64	Partially	**Yes**	**Yes**	**No**	**Yes**
119	12/5/2024	FO 39 - Admin Building HVAC Changes	$3,690.00	$300.00	$150.00	$5,845.84	$11,889.82	Partially	**Yes**	**Yes**	**No**	**Yes**
120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	$1,440.00	$243.78	$845.21	$0.00	$3,209.99	Yes	**Yes**	**Yes**	**No**	**Yes**
121	12/5/2024	Fabricated Metal Support for Admin GVH-2	$2,160.00	$1,025.00	$250.00	$0.00	$4,425.69	Yes	**Yes**	**Yes**	**No**	**Yes**
122	12/30/2024	STB Additional Bends for TSS Sensor	$810.00	$1,173.55	$150.00	$0.00	$2,762.82	Yes	**Yes**	**Yes**	**No**	**Yes**
123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	$0.00	$0.00	$0.00	$12,033.45	$13,527.16	No	**Yes**	**Yes**	**No**	**Yes**
124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	$0.00	$0.00	$0.00	$3,640.00	$4,091.83	Yes	**No**	**Yes**	**No**	**Yes**
125	1/6/2025	Add Coatings to Admin Corridor 188	$0.00	$0.00	$0.00	$2,420.00	$2,720.39	Partially	**No**	**Yes**	**No**	**Yes**
126	1/13/2025	Watermain Replacement for MBR Drain Install	$8,280.00	$9,387.20	$5,700.00	$0.00	$29,953.88	Yes	**Yes**	**Yes**	**No**	**Yes**
127	1/13/2025	Admin Light Gauge Framing Changes	$0.00	$0.00	$0.00	$4,939.77	$5,552.94	Yes	**Yes**	**Yes**	**No**	**Yes**
128	1/13/2025	Add Railing to Roof of Primary Digester	$1,080.00	$4,280.00	$550.00	$0.00	$7,672.08	No	**No**	**Yes**	**No**	**Yes**
129	2/10/2025	Add 8" Blind Flanges in DPS	$270.00	$502.90	$75.00	$0.00	$1,098.09	Yes	**Yes**	**Yes**	**No**	**Yes**
130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	$17,280.00	$0.00	$4,750.00	$0.00	$28,048.11	Partially	**Yes**	**Yes**	**No**	**Yes**
131	2/10/2025	Secondary Digester Corbel Demolition	$4,320.00	$0.00	$225.00	$0.00	$5,827.01	Yes	**Yes**	**Yes**	**No**	**Yes**
132	3/6/2025	Admin Window Blinds	$0.00	$0.00	$0.00	$2,976.24	$3,345.68	No	**No**	**Yes**	**No**	**Yes**
133	3/6/2025	Exterior Door Sweeps	$0.00	$3,295.00	$0.00	$0.00	$4,316.93	No	**Yes**	**Yes**	**No**	**Yes**
134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's C	$0.00	$0.00	$0.00	$630.00	$708.20	No	**No**	**Yes**	**No**	**Yes**
135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	$2,700.00	$10,882.50	$0.00	$750.00	$18,709.03	No	**Yes**	**Yes**	**No**	**Yes**
136	3/6/2025	STB Field Modifications	$3,420.00	$2,561.58	$0.00	$450.00	$8,217.97	No	**Yes**	**Yes**	**No**	**Yes**

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	**Necessary** for Design	**Beneficial** for Long Term	Price Escalation	**Approved** by Administrator
137	3/28/2025	Replace 24" Air Piping between PB and AB	$118,350.00	$205,814.17	$26,506.57	$9,688.91	$465,219.59	No	**Yes**	**Yes**	**No**	**No**
		Install Shoring for pipe penetration through PB wall	$2,160.00	$1,800.00	$750.00		$4,710.00					
		Cap Existing AB1 Feed	$2,700.00	$150.00	$150.00		$3,000.00					
		Pipe Supports	$42,660.00	$14,860.00	$6,665.63		$64,185.63					
		Air (blower) piping	$68,670.00	$184,435.77	$18,460.94		$271,566.71					
		Masonry				$8,438.91	$8,438.91					
		Valve Labor from WCDP 77 (added back to project)	$2,160.00		$480.00		$2,640.00					
		24" Valve added back into scope		$4,568.40			$4,568.40					
		Pipe Insulation				$480.00	$480.00					
		Pipe Coating				$770.00	$770.00					
		Misc and Mat'l/Labor (5%)					$5,917.50					
		Sales Tax (7.325%)					$15,178.80					
		RL Mark Up on Subs (5%)					$484.44					
		RL Mark up on labor, Mat'l, and equip. (15%)					$52,600.61					
		Bond Costs (1%)					$4,345.41					
		RLCG Overhead (6%)					$26,333.18					
139	3/18/2025	Biogas Area Changes	$8,347.31	$13,646.62	$1,350.00	$81,738.23	$121,072.03	No	**Yes**	**Yes**	**No**	**No**
		Remove Fence				$7,945.00	$7,945.00					
		Additional Curb				$5,250.00	$5,250.00					
		Concrete Walk	$3,011.09	$2,247.75			$5,258.84					
		Concrete Walk Removed from Project	-$423.78	-$316.35			-$740.13					
		14'x14' Concrete Foundation for Odorizer Building	$7,740.00	$2,980.00	$450.00	$550.00	$11,720.00					
		Excavation and Backfill for Foundation	$4,500.00		$900.00		$5,400.00					
		Restoration/Seeding				$2,850.00	$2,850.00					
		Furnish and Install Fencing				$42,695.00	$42,695.00					
		Piping Removed	-$16,560.00				-$16,560.00					
		Added Piping Labor	$10,080.00				$10,080.00					
		Added SS Material		$1,619.57			$1,619.57					
		Added DIP Material		$7,115.65			$7,115.65					
		Supply Flow Meters				$21,508.23	$21,508.23					
		Pipe Coating				$940.00	$940.00					
		Misc and Mat'l/Labor (5%)					$417.36					
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					$4,086.91					
		RL Mark up on labor, Mat'l, and equip. (15%)					$3,501.59					
		Bond Costs (1%)					$1,130.88					
		RLCG Overhead (6%)					$6,853.13					
		Total WCDs:							**$1,703,530.59**	**$433,649.55**	**$313,239.39**	**$1,864,127.91**
		Percentage of Original Project Cost:							**3.06%**	**0.78%**	**0.56%**	**3.35%**

	For Approval:	**If Approved:**
Total WCDs per Column (total "yeses"):	**$586,291.62**	**$2,450,419.53**
	1.05%	**4.40%**

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 2025 CIPPS Project Change Order #1

Purpose:
Requesting City Council approval of Change Order #1 for the 2025 CIPPS Project.

Background:
During the March 18th City Council Meeting, the 2025 CIPPS Project was awarded to Hydro-Klean of Des Moines, IA. The bid was $176,697.46 (36%) under the Engineer's Estimate. Due to the lower than estimated project cost, 5,342 linear feet of lining was identified and presented Hydro-Klean for additional work. Hydro-Klean agreed to add the work for an increase in Mobilization of $5,279.46 and Pre-Cleaning, Television and Lining would be performed at the per unit contracted cost.

Budget Impact:
The change order total is $177,879.48, bringing the project cost to $490,670.82, which is inline with the amount budgeted for the 2025 CIPPS Project, and will be paid for with funds from the sanitary sewer operating budget.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. 25006 Change Order No # 1 - HydroKlean

Change Order
No. 1

Date of Issuance: 04/15/2025 Effective Date: 04/15/2025

Project: 2025 CIPPS	Owner: City of Owatonna	Owner's Contract No.: 25006
Contract:		Date of Contract:2/19/2025
Hydro-Klean, LLC		

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

Increase Item No. 2503.603 Pre-Clean & Televise Quantity by 5,342 Lin Ft

Increase Item No. 2503.603 Lining Sewer Pipe 8' Quantity by 5,342 Lin Ft

Increase Item No. 2021.501 Mobilization cost from $8,886.72 to $14,166.18

Attachments: (List documents supporting change):

Updated Quantity Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $312,791.34	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): November 15, 2025 Ready for final payment (days or date):
[Increase] [Decrease] from previous approved Change Orders No._____ to No._____: $0.00	[Increase] [Decrease] from previous approved Change Orders No._____ to No._____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $312,791.34	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $177,879.48	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $490,670.82	Contract Times with all approved Change Orders: Substantial completion (days or date): November 15, 2025 Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 04/11/2025	Date:	Date:

Approved by Funding Agency (if applicable): _____ Date:

2025 CIPPS PROJECT PROJECT NUMBER 25006			Hydro-Klean	
ITEM	UNIT	EST. QUANT.	EST. COST	BID AMOUNT
Original Contract				
MOBILIZATION	LUMP SUM	1	$8,886.72	$8,886.72
PRE-CLEAN & TELEVISE SEWER PIPE	LIN FT	8,992	$7.51	$67,529.92
LINING SEWER PIPE 8"	LIN FT	7,849	$24.80	$194,655.20
LINING SEWER PIPE 12"	LIN FT	1,143	$36.50	$41,719.50
Change Order #1				
MOBILIZATION	LUMP SUM	1	$5,279.46	$5,279.46
PRE-CLEAN & TELEVISE SEWER PIPE	LIN FT	5,342	$7.51	$40,118.42
LINING SEWER PIPE 8"	LIN FT	5,342	$24.80	$132,481.60
Revised Contract Total (Original + CO#1)				
MOBILIZATION	LUMP SUM	1	$14,166.18	$14,166.18
PRE-CLEAN & TELEVISE SEWER PIPE	LIN FT	14,334	$7.51	$107,648.34
LINING SEWER PIPE 8"	LIN FT	13,191	$24.80	$327,136.80
LINING SEWER PIPE 12"	LIN FT	1,143	$36.50	$41,719.50

TOTALS **$490,670.82**

Original Contract Total	$312,791.34
Change Order #1	$177,879.48

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Agreement - Frontage Road & Heritage Place Lift Station Electrical Panels - Integrated Process Solutions, Inc.

Purpose:
Requesting City Council approval of an agreement with Integrated Process Solutions, Inc (IPS) to provide professional services for the Frontage Road & Heritage Place Lift Station Electrical Panels.

Background:
The Frontage Road & Heritage Place Lift Stations are at the end of their service life and require control panel replacement and electrical system updates to implement SCADA systems throughout the collections system and WWTF. SCADA integration will allow for more efficient management of the collections system.

The City has been working with IPS and AE2S for the replacement of electrical panels for multiple lift stations over the past year. When the City initially received proposals, IPS had the lowest cost and highest score. Staff has been satisfied with the work completed thus far. Proceeding with IPS for additional control panel replacements will allow for consistency between lift station control panels.

IPS has submitted a proposal to manufacture the lift station panels. The vendor held the price firm with minimal cost variation to the competitive proposal from May of last year.

See the attached agreement for the full scope of services.

Budget Impact:
The cost for the Frontage Road Lift Station is $69,944 and the Heritage Place is $73,944 for a total cost of $143,888. Costs will be paid by the Wastewater Enterprise Fund as a Capital Improvement.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. IPS Proposal - Frontage Road & Heritage Lift Stations
2. Letter of Proposal Recommendation - AE2S

Integrated Process Solutions, Inc.

Corporate Office:
34696 412 St SE • PO Box 26
Fosston, MN 56542
218.435.1703

Regional Offices:
Albany, MN - 320.345.1457
Waunakee, WI - 608.849.4375
www.ipsamerica.biz

Date: April 9th, 2025

Project: Frontage Road & Heritage Lift Station Project

Project Engineer: AE2S – Maple Grove, MN office

Project Location: Owatonna, MN

Bid Date: April 9th, 2025

IPS Project: J002711

Integrated Process Solutions, Inc. is pleased to provide the following proposal for the above referenced project following the specification sections and attached Bill-of-Material. Our proposal is based on all specified hardware and services as specified, we take no exceptions to the specifications and **acknowledge 0 addendums**.

Division 26 – Electrical
Section 26 29 13 – Enclosed Controllers

Division 40 – Process Integration
Section 40 63 13 – Process Control Panels and Hardware
Section 40 63 43 – Programmable Logic Controllers
Section 40 66 53 – Radio and Telemetry Equipment
Section 40 70 01 – Instrumentation General Requirements
Section 40 72 00 – Level Measurements
Section 40 74 00 – Temperature Measurement
Section 40 77 00 – Position and Motion Measurement

Electrical Drawings – Frontage Road & Heritage Lift Stations

This proposal is valid for 30 days from the date above and is subject to change after the indicated date.

Thank you for the opportunity to provide this proposal for your consideration. Should you have questions, please contact me at 320-345-1457.

Best regards,

Ryan Sauerer
Integrated Process Solutions, Inc.

Frontage Road Lift Station Control Panel

1. ***Frontage Road Lift Station Control Panel as Shown in the Electrical Drawings***
   a. *(1) Frontage Road Lift Station Control Panel – Duplex 20HP Pumps*
      - *NEMA 3R, 304 Stainless Steel Freestanding Double Sided Enclosure with Associated Sub Panel*
      - *Enclosure Carbon Steel Inner Swing Doors*
      - *Enclosure 18" Leg Kit with Louvered Skirting*
      - *UL698A Listed Enclosure*
      - *100A/3P Main and Emergency Circuit Breakers with Mechanical Interlock*
      - *Enclosure 400W Heater - One for Each Side of the Enclosure*
      - *Enclosure Fan & Filter Kit with Stainless Steel Rain Hoods*
      - *Enclosure Working LED Lights – One on Each Side Of the Enclosure*
      - *Enclosure 480V Surge Protection Device*
      - *Enclosure Power Monitor*
      - *(2) Manufacture Sized Disconnects for Each Soft Starter*
      - *(2) 20HP Soft Starters with Internal Bypass Contactor*
      - *(2) Pump Protection Modules - Provided by Pump Suppliers*
      - *Incoming 120V Surge Protection Device*
      - *3kVA Control Power Transformer*
      - *(2) 24VDC Power Supply*
      - *Fortinet Cellular Router as Described in Section 40 66 53*
      - *1000VA UPS with Industrial Relay Card*
      - *Allen Bradley ControlLogix PLC with Associated Remote I/O Modules*
      - *Allen Bradley 7" Operator Interface Standard*
      - *Ambient Air Temperature Transmitter*
      - *5-Port Unmanaged Ethernet Switch*
      - *LED Pilot Devices Mounted on the Inner Swing Door*
      - *Required Terminal Blocks and Terminal Block Jumpers*
      - *Required Fuse Holders and Fuses*
      - *Required Grounding Equipment*

2. ***Frontage Road Lift Station Instrumentation as Specified and Shown in the Electrical Drawings***
   a. *(1) Submersible Level Transducer with 60' of Transducer Cable*
   b. *(1) High & Low Level Float Switches*
   c. *(1) 12lbs Anchor, Stainless Steel Cable, Stainless Steel Cable Clips, Etc…*

Our Price for the Bill-Of-Materials Above is $69,944.00, Excluding Taxes. Freight Is Included.

Heritage Station Control Panel

1. ***Heritage Lift Station Control Panel as Shown in the Electrical Drawings***
   a. *(1) Heritage Lift Station Control Panel – Duplex 40HP Pumps*
      - *NEMA 3R, 304 Stainless Steel Freestanding Double Sided Enclosure with Associated Sub Panel*
      - *Enclosure Carbon Steel Inner Swing Doors*
      - *Enclosure 18" Leg Kit with Louvered Skirting*
      - *UL698A Listed Enclosure*
      - *200A/3P Main and Emergency Circuit Breakers with Mechanical Interlock*
      - *Enclosure 400W Heater - One for Each Side of the Enclosure*
      - *Enclosure Fan & Filter Kit with Stainless Steel Rain Hoods*
      - *Enclosure Working LED Lights – One on Each Side Of the Enclosure*
      - *Enclosure 480V Surge Protection Device*
      - *Enclosure Power Monitor*
      - *(2) Manufacture Sized Disconnects for Each Soft Starter*
      - *(2) 40HP Soft Starters with Internal Bypass Contactor*
      - *(2) Pump Protection Modules - Provided by Pump Suppliers*
      - *Incoming 120V Surge Protection Device*
      - *3kVA Control Power Transformer*
      - *(2) 24VDC Power Supply*
      - *Fortinet Cellular Router as Described in Section 40 66 53*

- *1000VA UPS with Industrial Relay Card*
- *Allen Bradley ControlLogix PLC with Associated Remote I/O Modules*
- *Allen Bradley 7" Operator Interface Standard*
- *Ambient Air Temperature Transmitter*
- *5-Port Unmanaged Ethernet Switch*
- *LED Pilot Devices Mounted on the Inner Swing Door*
- *Required Terminal Blocks and Terminal Block Jumpers*
- *Required Fuse Holders and Fuses*
- *Required Grounding Equipment*

2. ***Heritage Lift Station Instrumentation as Specified and Shown in the Electrical Drawings***
   a. *(1) Radar Level Transmitter with Wetwell Mounting Bracket*
   b. *(1) High & Low Level Float Switches*
   c. *(1) 12lbs Anchor, Stainless Steel Cable, Stainless Steel Cable Clips, Etc…*

Our Price for the Bill-Of-Materials Above is <u>$73,944.00</u>, Excluding Taxes. Freight Is Included.

<u>General Services and Exclusions</u>

1. ***General Services***
   a. *Complete submittals and system drawings.*
   b. *Panel fabrication & UL listing.*
   c. *Factory testing of control panels.*
   d. *O&M manuals.*
   e. *Standard one-year warranty for all equipment, with extended warranty for items as detailed in individual product specifications.*
   f. *Onsite I/O checkout/startup services*
   g. *Delivery of equipment to the jobsite (unloading by others).*

2. ***Exclusions***
   a. *Any mounting equipment or hardware for the control panels.*
   b. *Any PLC, OIT, or HIM programming services.*
   c. *Any SCADA programming services.*
   d. *Any conduits between control panels and field devices.*
   e. *Any demolition of any equipment whatsoever.*
   f. *Any fiber optic cable or fiber optic terminations.*
   g. *Any programming of any OEM provided equipment.*
   h. *Any disconnects for any electric actuators.*
   i. *Any generators or generator receptacles.*
   j. *Performance, payment, or equipment bonds.*
   k. *Permits of any kind.*
   l. *Installation materials such as equipment racks, mounting hardware, brackets, stands, or hangers, unless specifically noted in this proposal.*
   m. *Conduit and wire.*
   n. *Control wiring external to equipment included in this proposal.*
   o. *Terminations of field wiring in control panels or at the field device.*
   p. *Cable raceways.*
   q. *Demolition of equipment.*
   r. *Equipment pads.*
   s. *Ground resistance testing.*
   t. *Electrical studies or third-party testing.*
   u. *Junction boxes, unless specifically noted in this proposal.*
   v. *Field Wiring.*
   w. *Mechanical Installation.*
   x. *Pumps, Piping, and Fittings.*
   y. *Valves, unless specifically noted in this proposal.*
   z. *Heating, ventilating, and air conditioning equipment or temperature controls*.

www.ae2s.com

April 9, 2025

Mr. Andrew Fischer
Wastewater Manager
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Re: Recommendation for Notice of Award
Frontage Road and Heritage Place Lift Station Improvements Project

Dear Mr. Fischer:

Pursuant to the authority of the Owatonna City Council and following proper legal advertisement, the quote for the Frontage Road and Heritage Place Lift Station Control Panel Improvements Project was received on April 9, 2025. The quote is for equipment equal in scope and cost to that of the 26th Street Lift Station proposal submission offered privately to four (4) equipment manufacturers deemed capable of performing the work where lowest bidder was Integrated Process Solutions proposal scored the highest based on proposal ranking and was the lowest cost responsive and responsible quote received.

The quote pricing received is in line with the Engineer's opinion of the probable cost for the project. Based on a review of the quote received and pending City official's acceptance of the contract price, Advanced Engineering and Environmental Services, Inc. (AE2S) recommends that the City award a equipment construction contract to Integrated Process Solutions (IPS). and for the quote price of $69,994.00 for Frontage Road Lift Station Control Panel and $73,944.00 for Heritage Place Lift Station Control Panel.

AE2S truly appreciates the opportunity to be able to continue working with the City of Owatonna on this important project for the City. Should you have any questions or comments please feel free to contact me.

Sincerely,

Mark Ruda, PE
Senior Project Engineer
AE2S

DATE: April 15, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Proposal for Geotechnical Engineering Services on 18th St SE Reconstruct - Terracon Consultants, Inc

Purpose:
Requesting Council approval of the 18th St SE Geotechnical Engineering Services Agreement with Terracon Consultants, Inc to perform subsurface exploration, laboratory testing, geotechnical consulting and reporting services on the 18th St SE Reconstruct Project.

Background:
Terracon will provide geotechnical consulting services as outlined in the agreement to make soil preparation and pavement design recommendations for the 18th St SE Reconstruction project. Recommendations provide City staff and the design team with necessary information to engineer the longest possible life expectancy of infrastructure and roadways included within the project.

Budget Impact:
The total cost of services in the agreement is $26,500 and will be paid for using State Aid funds.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Proposal - 18th Street SE Reconstruction Geotechnical Services - Terracon Consultants

2625 Highway 14 West
Rochester, MN 55901
P (507) 722.7365
Terracon.com

April 3, 2025

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Attn: Shannon Heitmann, PE
P: 507.781.3540
E: **Shannon.Heitmann@owatonna.gov**

RE: Proposal for Geotechnical Engineering Services
18th Street SE Reconstruction and Trail Project
Owatonna, MN
Terracon Proposal No. PJY255016

Dear Ms. Heitmann:

We appreciate the opportunity to submit this proposal to the City of Owatonna to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Soil Boring Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is $26,500. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Kyle T. Schmidt, EIT
Staff Engineer

Kyle M. Shubert, PE
Office Manager

Reference Number: PJY255016

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Owatonna MN ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the 18th Street SE Reconstruction and Trail Project project ("Project"), as described in Consultant's Proposal dated 04/03/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Owatonna MN**
By:	Date: **4/3/2025**	By:	Date:
Name/Title:	**Kyle M Shubert, PE / Office Manager I**	Name/Title:	**Shannon Heitmann / Assistant City Engineer**
Address:	**2625 Highway 14 W, Ste F**	Address:	**540 W Hills Cir**
	Rochester, MN 55901-7597		**Owatonna, MN 55060-4701**
Phone:	**(507) 722-7365** Fax:	Phone:	**(507) 781-3540** Fax:
Email:	**Kyle.Shubert@terracon.com**	Email:	**Shannon.Heitmann@ci.owatonna.mn.us**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the City of Owatonna and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the City of Owatonna and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Shannon Heitmann, PE, with the City of Owatonna on March 26, 2025. The request included an aerial photograph showing the general location of the project, requested boring locations, and boring depths.
Project Description	The project includes the installation of sanitary sewer and reconstruction of 18th Street SE between Austin Road and Bixby Road.
Grading	We assume there will be no change in grade in the reconstructed roadways.
Free-Standing Retaining Walls	None anticipated
Pavements	We assume the new roadways will be bituminous pavements with a pavement design period of 20 years.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The reconstruction project is located on 18th Street SE between Austin Road and Bixby Road in Owatonna, MN (see Exhibit D).
Existing Improvements	Based on our review of aerial photographs, 18th Street SE appears to be about 40 feet wide bituminous pavement with concrete curb and gutter. The street includes one lane of traffic in each direction as well as on-street parallel parking.

	We assume we will be provided with traffic volume information to be used in the design of the street pavement sections.
Site Access	We expect the site, and all exploration locations, are accessible with our truck- or track-mounted drilling equipment and support vehicles. We assume permits to complete borings within the street right-of-way will not be required.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of glacial deposits consisting primarily of clay with some sand and gravel.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of public utility locates, traffic control, field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Permits

We assume we will not be required to obtain permits from the City of Owatonna to complete the requested borings.

Public Utility Locate and Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface; therefore, Terracon will comply with local regulations to request a utility location service through Gopher One-Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes.

Traffic Control

We anticipate our soil borings could be safely performed in the street by using Road Work Ahead signs, cones around our work area, and flashing lights on our equipment (MnDOT Layout 8).

Site Access

Without information to the contrary, we consider acceptance of this proposal as authorization to access the roadways for conducting field exploration in accordance with the Scope of Services.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Field Exploration

The City of Owatonna requested the following boring locations and depths:

No. of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
2	27	18th Street SE
1	24	
1	22	
1	21	
2	20	
3	18	
4	17	
1	16	

No. of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
1	15	
1	8	
1	7	
2	5	

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan** (Exhibit E).

Boring Layout and Elevations: We will mark the soil boring locations in the roadway. We assume the City of Owatonna will provide us with the surface elevation at each boring location (if needed).

Subsurface Exploration Procedures: We will advance soil borings with a truck- or track-mounted drill rig using continuous flight augers. Samples will generally be obtained at intervals of 2 ½ feet to a 10-foot depth and then at 5-foot intervals to the boring termination depth. Adjustments of sample intervals will be made to ensure a sample is collected at the boring termination depth. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur.

We will backfill borings in accordance with Minnesota Department of Health requirements. Pavements will be patched with cold-mix asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. We assume the City of Owatonna will provide us with a location to dispose

of excess auger cuttings. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg Limits
- Grain size analysis
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Existing bituminous and aggregate base thickness measurements at the boring locations
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommendations for open excavation slopes based on OSHA guidance
- Recommendations for utility installation
- Soil R-values based on a correlation with soil type
- Recommended bituminous pavement design section for 18th Street SE

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and

password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table.

Task	Lump Sum Fee [2]
Subsurface Exploration [1], Laboratory Testing, Geotechnical Consulting and Reporting	$26,500

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $900 would be invoiced. A drill crew standby rate of $325 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow removal, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule [1, 2]
Kickoff Call with Client	Three days after notice to proceed
Field Exploration	Based on our current backlog, we anticipate the borings can be completed in 3 to 5 weeks. Four days onsite for soil borings
Draft Boring Logs	Five to ten business days after completion of field exploration
Final Geotechnical Report	Ten to fifteen business days after completion of field exploration

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

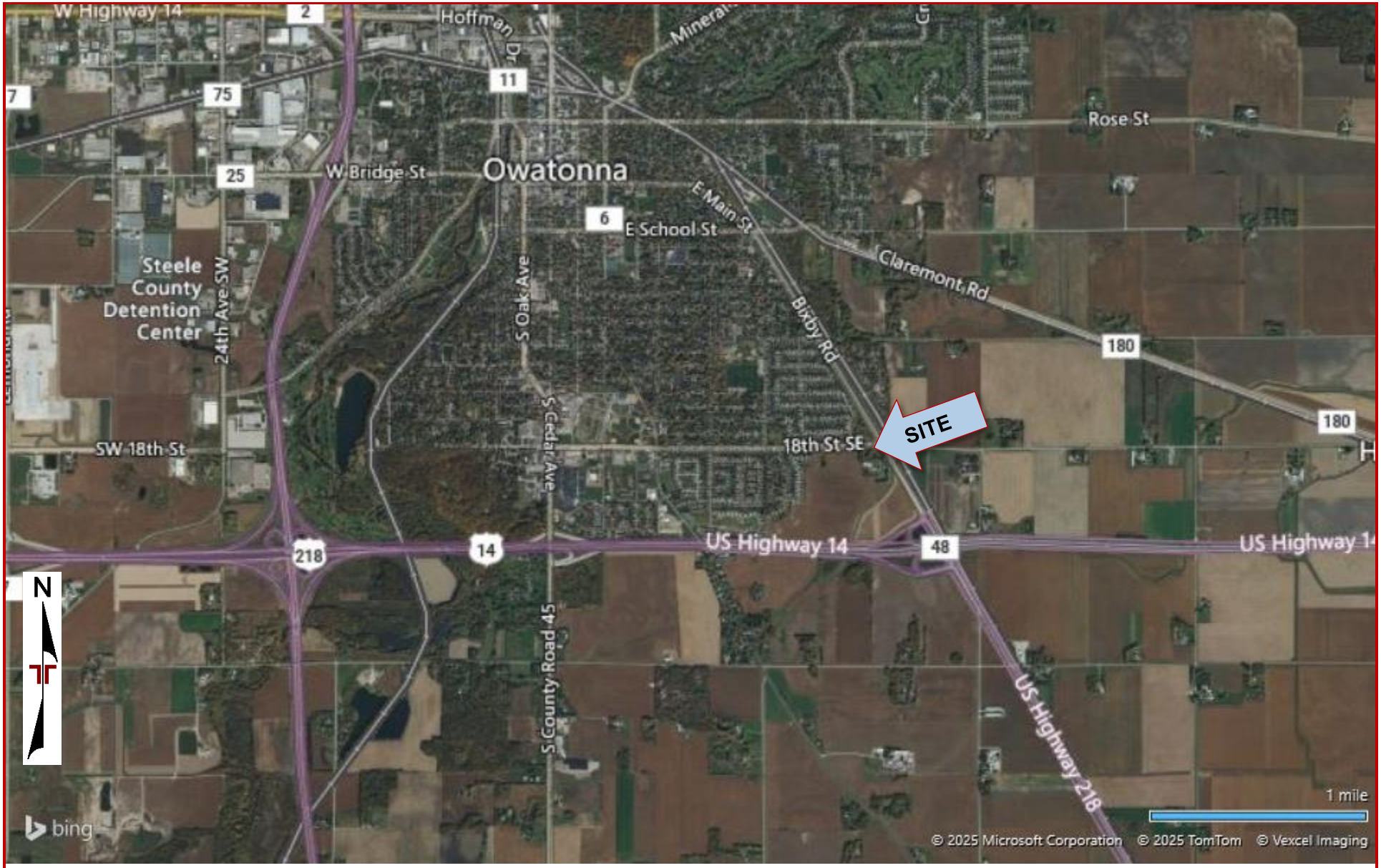

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Soil Boring Exploration Plan (1 of 2)

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Soil Boring Exploration Plan (2 of 2)

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS