

PLEASE NOTE: At 5:00 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. This will be a closed-door session to discuss strategy for labor negotiations pursuant to Minn. Stat. § 13D.03, subd. 1(b) and then discussion on transportation issues.



OWATONNA CITY COUNCIL MEETING

Monday, August 1, 2022 at 7:00 PM

Council Chambers, City Hall at 540 West Hills Circle

**Roll Call: Council Members Svenby, Voss, Dotson,
Burbank, Boeke, Raney & Schultz**

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

1.1. Council Agenda

1.2. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – July 19, 2022

2.2. Licenses/Permits

2.2.1. Event Permit - Car Show - Downtown Thursday - August 4, 2022

2.2.2. Event Permit - Steele County Free Fair - August 16 to 21, 2022

2.2.3. Event Permit - Airport Fly In Breakfast - August 28, 2022

2.2.4. Temporary Liquor Permit to Extend Premises - Mineral Spring Brewery - September 7, 2022

2.2.5. Event Permit - Tralo, Inc. - Driver Appreciation Event - September 24, 2022

2.2.6. Temporary Liquor Permit - KC Hall at Tralo, Inc Event - September 24, 2022

2.2.7. Exempt Permit - Raffle at SCFF - Minnesota Pheasants - August 21, 2022

2.3. Miscellaneous

2.3.1. Fire Hall Restoration Project

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 22-10: Vacate Portion of Drainage and Utility Easements in Lots 2 & 3, Block 1, Urch Addition

3.3. Resolutions:

3.3.1. Resolution 64-22: Declaring Costs - 2021 Truman Avenue Project

3.3.2. Resolution 65-22: Set Public Hearing Date - 2021 Truman Avenue Project

3.3.3. Resolution 66-22 Appoint Election Judges - 2022 Primary and Special Election - August 9, 2022

3.4. Miscellaneous

3.4.1. Garbage and Refuse Hauling License - Archambault Borthers, Inc, Faribault MN

3.4.2. Environmental Observation and Testing Services Proposal

4. **STAFF REPORTS**

5. **PUBLIC COMMENTS:** (Please limit comments - 2 minutes and items not on the agenda.)

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**



Mayor Kuntz

Owatonna City Council Minutes – DRAFT COPY

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, July 19, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Dotson, Burbank, Boeke, Raney, Voss, Svenby and Schultz; Mayor Kuntz; Community Development Klecker; Park & Rec Director Tuma; Police Chief Mundale; Communications Manager Sheely; City Attorney Walbran; City Administrator Busse, Administrative Specialist Clawson and many of the city's police officers and staff.

Agenda

Following the Pledge of Allegiance, Council President Schultz welcomed everyone to the meeting. Council Member Dotson made a motion to approve the agenda as presented, Council Member Svenby seconded the motion, all members voted aye for approval.

Swearing in Ceremony – Jeff Mundale, Police Chief

Mayor Kuntz gave a brief biography of the City's new Chief of Police, Jeff Mundale. Third Judicial District Chief Judge, Joseph A. Bueltel was introduced to administer the Oath of Office. Chief Mundale thanked his family and friends present for supporting him through his career. Pastor Brent Carlson offered a prayer for Chief Mundale and the City's police officers. Council President Schultz commented the Council and Mayor are proud of City's police force and their work.

A brief recess was held as many left Council Chambers for a reception in the Arts Center in honor of Chief Mundale.

Mayor Kuntz made proclamation for Tuesday, August 2, 2022, to be 2022 Night to Unite in the City of Owatonna. Night to Unite is designed to get to know others in your neighborhood, build neighborhood involvement by bringing police and communities together; and to bring an awareness to crime prevention and local law enforcement efforts.

Consent Agenda

Council President Schultz 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 – City Council Meeting – July 5, 2022

Weed/Nuisance Complaint Inspection Report – June 30, 2022 – July 14, 2022

Temporary On-Sale Liquor License – Juan Villarreal Jr Memorial. September 10, 2022

Event Permit with Exception to the City's Noise Ordinance – Movie in the Lincoln Soccer Park Pavilion - Owatonna Park and Rec Department – July 22, 2022

Exempt Permit – Owatonna Soccer Association Raffle – September 20, 2022.

Change Order #3 – T-Hangar Airport Project – Everstrong Construction – this will add 45 days to term of contract, it changes the contract date of completion to November 4, 2022. Also, project cost amount will increase \$10,970.00 to repair a damaged drain tile found during excavation and placement of additional drain tile to improve drainage in the southeast corner of the new building area.

Fire Hall Capital Improvement Project – Approved bid from ICH for HVAC for Recommissioning and Technical Service. Currently, Fire Hall is experiencing high humidity and condensation problems which is causing mold/mildew in the building. The bid approved from ICS is for \$27,000 of the services:

- A comprehensive facility site survey and audit
- Facility HVAC and ventilation systems assessment

- System performance tests
- Evaluate all potential energy conservation opportunities
- Recommendations for operation and maintenance changes
- Recommendations for infrastructure upgrades with cost estimates
- Provide a final recommissioning report

Council Member Raney made a motion to approve these Consent Agenda Items; Council Member Burbank seconded the motion. Council Member Voss commented a discussion regarding the long-term use of some older city buildings is needed. All members voted aye for approval.

Finance Report

Council Member Raney recapped payments made more than \$20,000 for this period. Bills presented for payment total \$3,253,973.81. Council Member Voss made a motion to approve payment of these bills, Council Member Svenby seconded the motion, all members voted aye for approval.

Proposed Ordinance 22-10 – Vacate Portion of Easements in Urch Addition

Community Development Director Klecker presented the first reading of Proposed Ordinance 22-10 to vacate a portion of the drainage and utility easements in Lots 2 & 3, Block 1, Urch Addition. Baldwin Supply is proposing to construct a building on the north side of their existing building at 3440 9th Street NW. Vacation of these easements was proposed 20+ years ago but no record of approval and not included in the title work. Owatonna Public Utilities requested a new easement be dedicated along the west property lines as proposed in the survey. This will have no effect on the existing street or utilities in the area. The Planning Commission held a public hearing with no opposition to this request and recommend approval. Council Member Dotson made a motion for approval as recommended by the Planning Commission; Council Member Burbank seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Dotson, Burbank, Boeke, Raney and Schultz; the motion was approved. The second/final reading of this proposed ordinance will be heard during the next council meeting on August 1, 2022.

Comprehensive Communication Plan

Communications Manager Sheely presented draft of a Comprehensive Communication Plan. This plan is intended to help achieve these objectives:

- Enhance awareness about how City ordinances, projects, services, programs, events, and staff fulfill the needs of the community.
- Become the primary source of information about the City of Owatonna by anticipating and proactively planning communications that provide accurate and timely information as issues arise.
- Anticipate, plan, and execute effective communications with target audiences to help them be informed and empowered to become more engaged members of the community.
- Establish realistic timeframes for accomplishing these goals so communications (both internal and external) are managed proactively in a unified and consistent manner.
- Identify priorities and demonstrate progress meeting these objectives.

This plan supports two of four strategies in the City's Strategic Plan: Quality of Life and Efficient/Effective Government. Council Member Voss asked when the city's website would be updated. City Administrator Busse responded a redesign is planned later this year or during the early part of next year. Council Member Raney made a motion to approve the Comprehensive Communication Plan as presented, Council Member Boeke seconded the motion; all members voted aye in approval.

Garbage and Refuse Hauling License – JB-Junk Services, LLC

City Administrator Busse presented the application received from Joshua Brocker for a Garbage and Refuse Hauling License for JB-Junk Services, LLC of Claremont. All license application requirements have been received, and background verification completed. This license will become effective immediately and expire at the end of the current licensing period, December 31, 2022. Council Member Dotson made a motion for approval, Council Boeke seconded the motion all members voted aye for approval.

Staff Updates

Community Development Director Klecker commented Tax Increment Financing (TIF) payments are made twice each year and were included in tonight's Financial Report. TIFs are new tax payments created by improvements, so no tax dollars are lost because of TIFs. As projects are completed, the new tax base amount is used and when the increments are paid, the property remains on the city's tax roll using the higher tax base amount. There are two types of TIFs Industrial and redevelopment. TIFs are an exceptionally good economic tool used to general interest in redevelopment projects, these projects would probably not have happened if TIF funds were not available. During the last 10 years, the industrial TIFs have added these items in the Industrial Park:

- Generated 1,000 new jobs

- Added 1.6 million square feet of space in manufacturing and warehouse buildings

- Received \$1,000,000 state grants for two regional ponds

- Received \$2,000,000 towards public street improvements

TIFs have been instrumental in reshaping our downtown area. Redevelopment projects over the last ten-year period using TIF funds for demolition include the former hospital, the former Hardee's and Walmart on Oak Avenue; the Cedar View Nursing Home on 18th Steet; the former Arnold House, a former Chevy dealership/church on Vine Street, the old bus barn on Cherry Street, the former RK&T building on Mound Street, and several dilapidated houses and buildings in the downtown area.

Built during the last ten years with use of TIF funds were seven apartment buildings including 271 units, the strip mall on Oak Avenue, Ace Hardware, Torey's, Foremost Brew Pub, the Graif building on Bridge Street, Downtown Owatonna Marriott hotel, a new wine lounge coming and soon a new restaurant in the former Jerry's location.

Park and Rec Director Tuma invited everyone to GEM Day activities this week there will be lots of activities including a Movie in the Park on Friday. The load-n-pack vehicle has arrived and staff beginning to use. It has been hot out so reminder we have the River Spring Water Park and Lake Kohlmier Beach offers free public swimming. Council Members Schultz and Raney commented they have heard several positive comments about the load-n-pack vehicle and efficiency offered.

Communications Manager Sheely commented a post placed on the Library's Facebook page was shared and went viral. Other departments are also posting items on social media and reaching a lot of people, a Facebook post about the new scooters reached 6,000 people.

OpenGov is now active with three areas providing online services for the community: Public Works, Fire and Administration; Building and Inspection should become active soon.

Public Comments: **Scott Limberg**, 422 S Cedar Avenue commented the City of Owatonna has been known because of Princess Owatonna. A new direction might be to use the Chamber's annual GEM Days and promote Owatonna as a gem, a "Jewel on the Prairie".

Council/Administration Comments and General Information

Council Member Raney commented the CGMC Summer Conference will be held next week in Red Wing, MN; he believes it is important to attend conferences to learn and keep up on things. Reminded everyone of Night to Unite, planned for the first Tuesday in August. Congratulations to our new Police Chief Mundale. Council Member Boeke and I attended a listening session last week, one of challenges we heard about was pets off leash in the parks. All pets should be on a leash if they are off your property within the city. Today, I and Council Member Boeke sat on a panel to hear an appeal to drop a Potentially Dangerous Dog Designation; if your dog harms someone, you are exposed to potential financial liability, so please keep your pets on a leash.

Council Member Svenby commented there is an open house planned this Thursday at the Community Center from 4:00 to 6:00 pm for input on the City's east side beltline and access.

Council Member Dotson welcomed new Police Chief Mundale to the police force and thanked Chief Hiller for his years of service.

Council Member Boeke commented there is some work needed on some of the city's older buildings. The buildings have served well but there will be some tough decisions coming if to repair or replace some older buildings.

Mayor Kuntz invited everyone to the ribbon cutting ceremony for the/Courtyard Marriott on Thursday, August 4th. It will also be the last Downtown Thursday event so hopefully everyone will want to come to the downtown area for these events.

City Administrator Busse commented issues with the scooters should be reported to Bird Inc at Birdco.com. The next council meeting will be on Monday, August 1st because Tuesday is Night to Unite.

Council President Schultz expressed congratulation to Chief Mundale and thanked everyone for attending the meeting.

Adjournment: At 7:57 pm, Council Member Raney made a motion to adjourn, Council Member Dotson seconded the motion, and all members voted aye in approval.

Dated: July 26, 2022
Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Licenses - Permits



SUMMARY EVENTS PERMIT APPLICATION

Denied: _____

Approved: _____

Date of Application: July 25, 2022

Date to Council: August 1, 2022

EVENT INFORMATION: Downtown Thursday Car Show

Fee Amount – None

Event Dates: First Thursday of August

Time: 5 pm – 7 pm

Setup begins at 4:00 p.m. and clean up should be done just after 7:00 pm .

Location of Event: West Bridge Street between Oak Avenue North and W Park Square.

Estimated Attendance (Participants and spectators): 100

APPLICATION INFORMATION: Ron's Repair

Primary Contact /Applicant Name: Mike Lawson 451-8678 or 676-2677

Alternate Contact during event: Tim Flynn 399-1852

Previous Items requested/approved:

Use one block of public street for a car show during Downtown Thursday Event in August.
Barricades to block West Bridge Street on the west end at N Oak Avenue and the east end at West Park Square.

Department

Notes:

Fire: Approved

Park & Rec: Approved, no impact

Public Works: Approved, barricades, cones and no parking signs can be picked up during our normal business hours. Call the shop at 774-7051.

Police:

Council Notes:

City Council Approval: _____ Date: _____
Kris M. Busse, City Administrator/City Clerk

Event Approval Summary Issuance

Document

Event Information

Event Contact *

Lisa Cochran

Location of Event *

West Bridge St - 100 block

Description of Event * ?

Car Show in conjunction with Downtown Thursday

Event Set Up Date

08/04/2022

Event Set Up Time * ?

4:00PM

Actual Event Date *

08/04/2022

Actual Event Time * ?

5:00-7:00

Clean Up Date *

08/04/2022

Clean Up Time ?

after 7:00

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

Canceled

Estimated Attendance * ?

100

Is this event a dance? *

No

Application Information

Sponsoring Organization Name *

Ron's Repair

Mailing Address *

505 W North St

City *

Owatonna

State *

MN

Zip *

55060

Website Address *

autorepairowatonna.com

Primary Contact

Name *

Mike Lawson

Phone Number *

507-451-8678

Cell Phone

507-676-2677

Email Address *

mike@ronsrepair.net

Primary On-site Contact

Name *

Mike Lawson

Cell Phone *

507-676-2677

Alternate On-site Contact

Name *

Tim Flynn-Foremost Brewing Coop

Cell Phone *

507-399-1852

Refer Media or Citizen Inquiries To:

Name *

Mike Lawson

Phone *

507-676-2677

Event Features

Will event **use, close, or block** any of the following? If **yes, specify location** on site map.

City Streets or Right-of-Way *

Yes

Start/End Time *

4:00PM-7:00PM

Date *

08/04/2022

Name of Requested Street(s) *

West Bridge Street

Alleys *

No

City Sidewalks or Trails *

No

Public Parking Lots or Spaces *

Yes

Start/End Time *

4:00PM-7:00PM

Date *

08/04/2022

Parks *

No

Will any signs/banners be put up? *

Yes

Number and Size *

3 x 6, 2 of them

Will there be any inflatables? *

No

Will there be entertainment? *

No

Will sound amplification be used? *

No

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

No

Will there be temporary fencing? * ?

No

Will merchandise/food items be sold? *

No

Will food be prepared on site? *

No

Will alcohol be sold? *

No

Is this a request for a temporary permit? *

Yes

Will there be a fireworks display? *

No

Describe power needs and location of power source *

None needed

Describe level of advertisement * ?

Social media and flyers

Have adjacent property owners been notified of this event? *

No

Will the event need barricade(s)?

Yes

Number Needed

2

Size Needed *

Medium

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

Will the event need cones? *

Yes

Number Needed *

10

Size Needed *

Large

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

Will Central Park Stage be used? *

No

Will there be any horses? *

No

Describe trash removal and cleanup plan during and after event *

use of trash receptacles on street and volunteers will make sure sidewalks and streets are picked up after event

Will event need traffic control? *

No

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

Volunteers will make sure no one drives through the barricades and that customers can still park at the salon.

Will "No Parking" signs be needed? *

Yes

Number Needed *

10

Fees may apply, show location(s) on site map.

Will event need security? *

No

Will event need Emergency Medical Services? *

No

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

Disperse crowd or find shelter in Foremost

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

Name *

Lisa Cochran

Phone Number *

507-475-3451

Email *

lcochran@owatonna.org

List any other pertinent information

This is in conjunction with the Downtown Thursday event which is held in Central Park - located at the east end of Bridge Street. It is a natural pairing with an event that already brings people to the downtown area. All affected businesses will be contacted regarding this added-on event - a few have been contacted already.

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 *

✓ Lisa M Cochran
Jul 25, 2022

Internal Use

Special Provisions

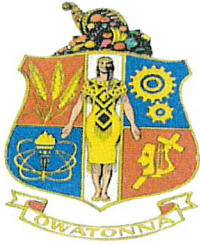
Fire Department Approval / Comments / Notes

Park & Rec. Department Approval / Comments / Notes

Police Department Approval / Comments / Notes

Public Works Department Approval / Comments / Notes





Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date Application Received: 7/13/2022

Date to Council: August 1, 2022

EVENT INFORMATION	2022 Steele County Free Fair
Event Dates/Times: Dates <u>Tuesday, August 16th – Sunday, August 21st</u> Time: <u>Several full days</u> Set up begins August 9 th Clean up done within 2 weeks following fair, plan done by Friday, September 3 rd .	
Location (Address) of Event: 1525 S Cedar	
Estimated Attendance (Participants and spectators): 300,000	
APPLICATION INFORMATION (Person/Group Responsible): Steele County Agricultural Society	
Primary Contact /Applicant Name: Scott Kozelka 451-5305	
Items needed: Addendum 1 attached – List Street Department Request, included request to restrict parking in the parking lane on 18 th Stret SE Addendum 2 attached - List of No Parking Requests List: Cones (30 – enough to block of Elm Ave); Bleachers (40); Player Benches (32); Picnic Tables (175); and Bike Racks (8)	
Department Approval / Comments / Notes: Park & Rec: P&R Department has partnered with the SCFF for many years. There is no charge for the items being requested from the Parks Department. Jesse and Scott will discuss location and timing of delivery of items. Fire: Approved. Police: Approved. Public Works: Approved, the City will not provide cones or barricades to block the parking lane. Blockage must comply with manual on temporary lane closure, including lighted barricades as appropriate.	
Council Notes:	
City Council Approval: _____ Date: _____ Kris M. Busse, City Administrator/City Clerk	

Step 1

Events Permit Application

540 West Hills Circle, Owatonna, MN 55060

Telephone: 507-774-7341

Thirty days required for processing, late submissions may be denied. Incomplete applications will not be accepted.

EVENT INFORMATION:

Event Description (be specific): Steele County Free Fair

Event Location/Address: 1525 S. Cedar Owatonna, MN 55060

Estimated Attendance (participants and spectators): 300,000

Set Up Date and Time: 8/8/2022 6:00 AM - 8/15/2022 11:45 PM

Actual Event Date and Time: 8/16/2022 6:00 AM - 8/21/2022 11:45 PM

Clean Up Date and Time: 8/22/2022 5:45 AM - 9/2/2022 11:15 PM

Rain Date: In the event of inclement weather, will the event be: Cancelled

(Section Break)

ORGANIZATION INFORMATION:

Sponsoring Organization Name: Steele County Agricultural Society DBA Steele County Free Fair

Primary Contact Name: Scott Kozelka

Email Address: s.kozelka@scff.org

Address: 1525 S. Cedar

City: Owatonna

State: MN

Zip Code: 55060

Phone Number: 507-451-5305

Cell Phone: 507-363-6093

Website Address: scff.org

Name of contact during event: Scott Kozelka

Cell Phone: 507-363-6093

Alternate contact during event: Dan Deml

Cell Phone 507-456-2729

Refer media or citizens inquiries to: Scott Kozelka

Phone: 507-451-5303

Step 2

SITE PLAN: A SITE PLAN IS MANDATORY FOR ALL EVENTS *Field not completed.*

Please provide a map of the site layout including entrances and/or exits. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, etc. If event involves a parade, race or walk, please attach a route map highlighting route. Include rest stop stations, crossings, signage and indicate route direction with arrows.

EVENT FEATURES:

Will event use, close, or block any of the following? If yes, specify location on site plan/map.

City streets or right of way Yes

Date/time of use, closure and/or blockage: *Field not completed.*

Alleys No

City sidewalks or trails No

Public parking lots or spaces Yes

Date/time of use, closure and/or blockage: *Field not completed.*

Parks Yes

Date/time of use, closure and/or blockage:	<i>Field not completed.</i>
Will any signs/banners be put up?	Yes
Number and size:	Several
Will there be any inflatables?	Yes
Insurance certificate from rental vendor is required. No staking without approval. Type initials for acknowledgement:	SK
Will there be entertainment?	Yes
What type?	Bands, Concerts, Bulls N Barrels, Demo Derby
Will sound amplification be used?	Yes
Hours and type:	To Be Determined
Sound amplification after 10:00 p.m. will require and 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. Type initials for acknowledgement:	SK
Will a stage or tent(s) be set up?	Yes
Dimensions:	3 Stages and Several Tents
Fees may apply. No staking without approval. Type initials for acknowledgement:	SK
Will there be temporary fencing?	Yes
Dimensions:	To Be Determined

Fees may apply. Type initials for acknowledgement:	SK
Will merchandise/food items be sold?	Yes
How many vendors are expected:	350
Will food be prepared on site?	Yes
Will alcohol be sold?	Yes
Who will be providing the liquor license?	Steele County Free Fair
Is this a request for a temporary liquor permit?	Yes
Additional documentation and fees are required. Contact the Administration Office at 507-774-7341 for information. Type initials for acknowledgement:	SK
Will there be fireworks displayed?	No
Describe power needs and location of power source:	NA
Describe level of advertisement (ie radio, flyers, ads, television):	TV, Radio, Flyers, Ads, Website, Facebook, and various media outlets
Have adjacent property owners been notified of this event?	Yes
Will the event need barricades?	Yes
Number and size needed:	Enough to block off Elm Street on both ends
Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Rd, Monday-Friday 7:00 am	SK

to 3:00 pm. Please call 507-774-7050 to make arrangements. Fees may apply. Type initials for acknowledgement:

Will the event need cones?	Yes
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Number and size needed:	30
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Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Rd, Monday-Friday 7:00 am to 3:00 pm. Please call 507-774-7050 to make arrangements. Fees may apply. Type initials for acknowledgement:	SK
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Step 3

Will Central Park Stage be used?	No
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(Section Break)

Will extra picnic tables be needed?	Yes
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Number Needed:	175
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Fees may apply. Type initials for acknowledgement:	SK
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Will extra trash receptacles be needed?	No
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Will there be any horses	Yes
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Number of horses anticipated:	Not available yet
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How will the horses be used?	Judging
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Insurance information and complete Hold Harmless Agreement will be required. It is the responsibility of the	SK
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applicant to cleanup any animal feces. Type initials for acknowledgement:

Describe trash removal and cleanup during and after event: Hired trash removal and cleanup.

Will event need traffic control? Yes

Contact Owatonna Police Department at 507-451-8232 for assistance. Type initials for acknowledgement: SK

Describe crowd control procedures to ensure the safety of participants and spectators: This is controlled by the Steele County Sheriff's Department

Will "No Parking" signs be needed Yes

Number needed: NA

Fees may apply, show location(s) on map. Type initials for acknowledgement: SK

Will event need security? Yes

Will event need Emergency Medical Services? Yes

Contact Mayo Clinic Ambulance Service at 507-446-2005. Type initials for acknowledgement: SK

Describe the emergency action plan if severe weather should arise: Kristen Sailor, Steele County Emergency Management

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

Name Scott Kozelka

Phone Number 507-363-6093

List any other pertinent information:

Other items Needed
Bleachers (40)
Player Benches(32)
Bike Racks (8)
Picnic Tables (175)

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. Type full name for acknowledgement:

Scott Kozelka

Date:

2/4/2022



Steele County Free Fair

Minnesota's Biggest County Fair

1525 South Cedar Avenue • P.O. Box 650

Owatonna, Minnesota 55060

Telephone: 507-451-5305 • Fax: 507-451-4154

Website: www.scff.org

E-mail: steelecountyfreefair@scff.org

OFFICERS

Scott Kozelka
Manager

Dan Deml
President

Wayne Steele
Vice President

Tim Arlt
Treasurer

DIRECTORS

Jim Abbe
Bruce Busho
Mark Ditlevson
Rick Ellingson
Gene Fisher
Tracy Ignaszewski
Sandy Jirele
Mike Hamilton
James Linder
Glen Meger
Doug Meier
Roger Noble
Josh Prokopec
Brent Svenby



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NETWORK!



July 19, 2022

ADDENDUM 1

Addendum to Steele County Free Fair Special Event Permit

OWATONNA STREET DEPARTMENT AND OWATONNA LAW ENFORCEMENT

Owatonna Street Department

Prior to the Fair: (Wastewater Treatment) – Contact Stoyk 214-2751

Last year was Keith Mass and Duane Perkins

Flush all drain mains or main drain lines

Suck out all catch basins (pits inside buildings)

Jet Lines where needed, to make sure things are flowing good.

Sunday, August 14, 2022:

Sweep Streets (This has normally been done early morning example 5-7 AM)

SCFF is requesting to restrict parking in the parking lane on 18th Street SE from 5:00 PM, Sunday, August 14, 2022, to Noon, Monday, August 22, 2022.

Monday, August 15, 2022:

Put up no parking signs on list provided.

Fair Starts-Tuesday, August 16, 2022:

Sweep Streets- early morning (5-7AM)

Wednesday, August 17, 2022- Saturday, August 20, 2022:

Sweep Streets-early morning

Fair Closes-Sunday, August 21, 2022:

Sweep Streets -Early Morning

Monday, August 22, 2022:

Sweep streets in open areas if possible.

Submitted by

Scott Kozelka
Manager

Celebrate the Red, White, and Blue in 2022

August 16-21



Steele County Free Fair

Minnesota's Biggest County Fair

1525 South Cedar Avenue • P.O. Box 650

Owatonna, Minnesota 55060

Telephone: 507-451-5305 • Fax: 507-451-4154

Website: www.scff.org

E-mail: steelecountyfreefair@scff.org

OFFICERS

Scott Kozelka
Manager

Dan Deml
President

Wayne Steele
Vice President

Tim Arlt
Treasurer

DIRECTORS

Jim Abbe
Bruce Busho
Mark Ditlevson
Rick Ellingson
Gene Fisher
Tracy Ignaszewski
Sandy Jirele
Mike Hamilton
James Linder
Glen Meger
Doug Meier
Roger Noble
Josh Prokopec
Brent Svenby



iafe[™]
THE
NETWORK!



July 13, 2022

ADDENDUM 2

Owatonna City Council
540 West Hills Circle
Owatonna, MN 55060

Dear City Council Members,

The following is a list of the streets adjacent to the fairgrounds which the Fair Board would appreciate having posted for "No Parking" from August 16-21, 2022, for safety and traffic flow reasons.

1. Both sides of Coolidge Street from South Cedar Avenue to 2nd Avenue South
2. Both sides of 18th Street SE from South Cedar Avenue to Austin Road
3. Both sides of Austin Road from 18th Street SE to Park Street
4. North side of Park Street from Austin Road to South Elm Avenue
5. Both sides of Park Street from South Elm Avenue to South Cedar Avenue
6. South side of Hobart Street from South Elm Avenue to South Cedar Avenue
7. Both sides of South Elm Avenue from Hobart Street to fairgrounds
8. Both sides of South Cedar Avenue from Holly Street to Barney Street

Thank you for the consideration of this request. Your cooperation is most appreciated.

Sincerely,


Scott Kozelka
Manager

Celebrate the Red, White, and Blue in 2022
August 16-21

Event Approval Summary Issuance Document

Event Information

Event Contact *

James Stanoch

Location of Event *

Owatonna Airport

Description of Event * ?

Owatonna Fly-In and Drive-In French Toast Breakfast

Event Set Up Date *Saturday*
08/28/2022

Event Set Up Time * ?

Noon to 6PM

Actual Event Date *

08/28/2022 *Sunday*

Actual Event Time * ?

7AM to Noon

Clean Up Date *

08/29/2022

Clean Up Time ?

Noon to 5PM

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

Canceled

Estimated Attendance * ?

500

Is this event a dance? *

No

Application Information

Sponsoring Organization Name *

Owatonna Civil Air Patrol

Mailing Address *

3400 West Frontage Road

City *

Owatonna

State *

Mn

Zip *

55060

Website Address *

owatonna.cap.gov

Primary Contact

Name *

James Stanoch

Phone Number *

507-676-6150

Cell Phone

Email Address *

jpstanoch@gmail.com

Primary On-site Contact

Name *

James Stanoch

Cell Phone *

507-676-6150

Alternate On-site Contact

Name *

Alec Newbowers

Cell Phone *

507-676-3943

Refer Media or Citizen Inquiries To:

Name *

James Stanoch

Phone *

507-676-6150

Event Features

Will event **use, close, or block** any of the following? If **yes, specify location** on site map.

City Streets or Right-of-Way *

No

Alleys *

No

City Sidewalks or Trails *

No

Public Parking Lots or Spaces *

Yes

Start/End Time *

6AM to 5PM

Date *

08/29/2022

Parks *

No

Will any signs/banners be put up? *

Yes

Number and Size *

1, 2'x8'

Will there be any inflatables? *

No

Will there be entertainment? *

No

Will sound amplification be used? *

No

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

No

Will there be temporary fencing? * ?

Yes

Dimensions *

Unsure exact dimensions, In parking area, flagging tape on temporary posts.

Will merchandise/food items be sold? *

Yes

How many vendors expected? *

1

Will food be prepared on site? *

Yes

Will alcohol be sold? *

No

Is this a request for a temporary permit? *

Yes

Will there be a fireworks display? *

No

Describe power needs and location of power source *

Aircraft hangar and commercial extension cord/outlet box. 2x 15 amp service.

Describe level of advertisement * ?

Radio, personal, website.

Have adjacent property owners been notified of this event? *

No

Will the event need barricade(s)?

No

Will the event need cones? *

No

Size Needed *

Small

Will Central Park Stage be used? *

No

Will there be any horses? *

No

Describe trash removal and cleanup plan during and after event *

Temporary Garbage cans

Will event need traffic control? *

No

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

We will have flight line and parking personnel.

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? *

Orderly evacuated premises using parking and flight line personnel.

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

Name *

James Stanoch

Phone Number *

507-676-6150

Email *

jpstanoch@gmail.com

List any other pertinent information

None

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

Applicant Signature

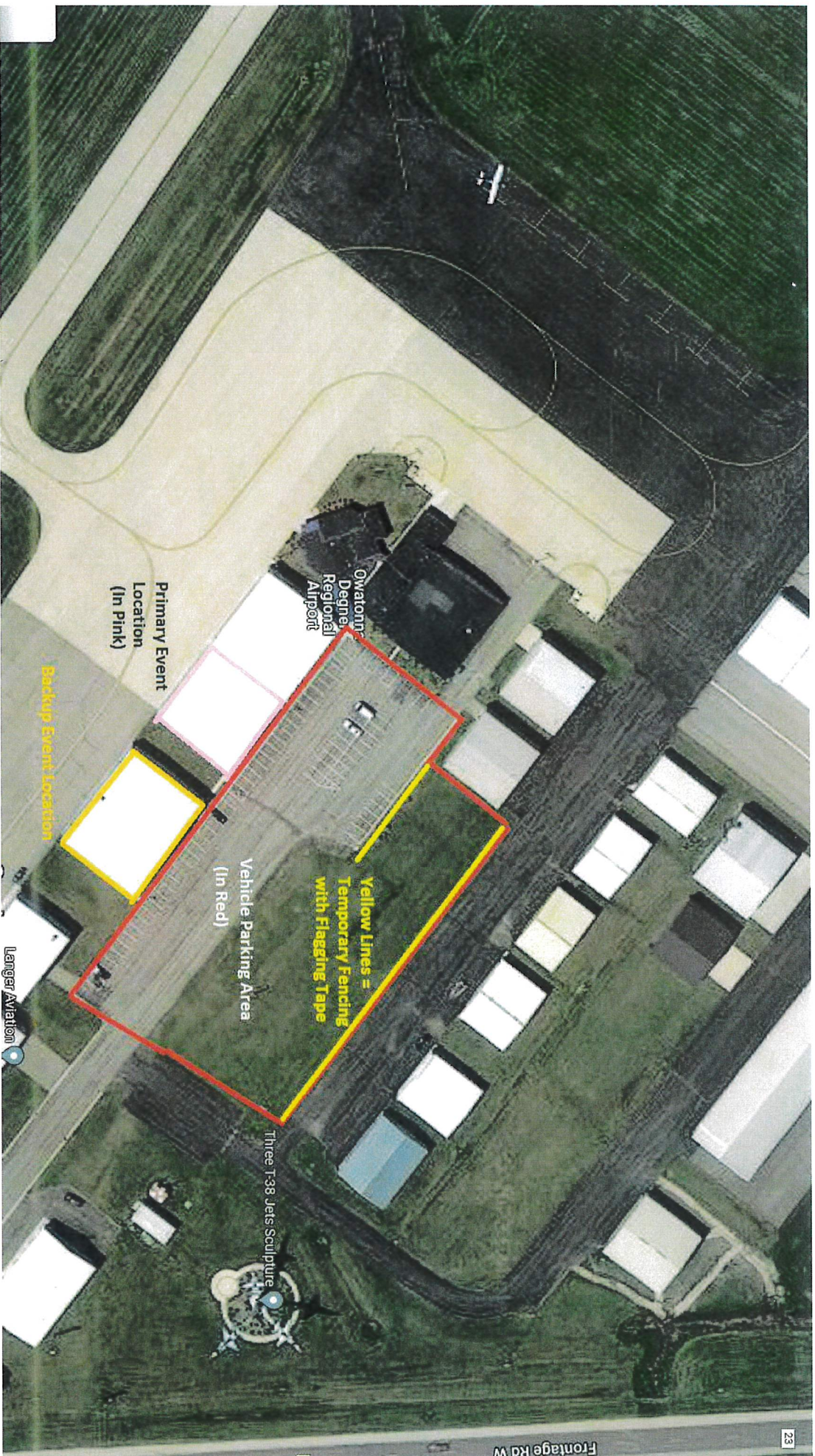
*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance" 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 *

✓ Alec Newbowers
Jul 27, 2022

Internal Use

Special Provisions





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Mineral Springs Brewery		Date organized June 2018	Tax exempt number
Address 111 N Walnut Ave		City Owatonna	State Minnesota
		Zip Code 55060	
Name of person making application Bill Cronin		Business phone 5074136281	Home phone
Date(s) of event 9/7/2022	Type of organization ☐ Microdistillery ☒ Small Brewer		
	☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Bill Cronin - President	City Owatonna	State Minnesota	Zip Code 55060
Organization officer's name 	City 	State Minnesota	Zip Code
Organization officer's name 	City 	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.
MSB will be selling beer from the taproom, with some of those beers making their way onto the grounds defined for the Antique car
Drive-in event (permitted separately).

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Cincinnati pol# ETD0503616; \$1,000,000 limit

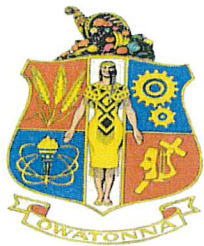
APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Please Print Name of City Clerk or County Official

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

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**



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: July 8, 2022

Date to Council: August 1, 2022

EVENT INFORMATION: Tralo's Company Driver's Appreciation Party		FEE Amount: \$150.00
Event Dates/Times: Date <u>September 24, 2022</u> Time: <u>5:00 pm – midnight</u>		
Location (Address) of Event: <u>3525 N County Road #45, Owatonna</u>		
Estimated Attendance (Participants and spectators): <u>200+</u>		
APPLICATION INFORMATION (Person/Group Responsible): Tralo Inc		
Primary Contact /Applicant Name: <u>Cristie Coulombe</u>		<u>507-446-8633 or 612-240-6050</u>
Items needed: 1) Exception to City's Noise Ordinance – plan for band playing outdoors until midnight. Band to play in the area south of their office building. Parking available in their company parking lot so no streets/roads blocked. Plan to set up a tent behind their office, 30'x50' or larger. KC Hall has application submitted for Temporary Liquor Permit for this event.		
Department Notes : Park & Rec: Approved, no impact. : Police: Approved, fireworks must comply with MN Statutes 624.20-624.25 Public Works: approved, no impact. Fire: Approved, will review site plan when setting tent and fireworks must comply with MN Statutes 624.20-624.25.		
Council Notes: Exception to City's Noise granted, there were no objections received from neighboring property owners. Applicant notified City Administration and Fire Department they have canceled plan for outdoor fireworks display during this event. City Council Approval: _____ Date: _____ Kris M. Busse, City Administrator/City Clerk		

Jeanette K. Clawson

From: noreply@civicplus.com
Sent: Friday, July 8, 2022 11:41 AM
To: Jeanette K. Clawson
Subject: Online Form Submittal: Events Permit Application

Events Permit Application

Step 1

Events Permit Application

540 West Hills Circle, Owatonna, MN 55060

Telephone: 507-774-7341

Thirty days required for processing, late submissions may be denied. Incomplete applications will not be accepted.

EVENT INFORMATION:

Event Description (be specific):	Tralo Company Drivers Appreciation Party. (Drivers, spouses, Staff, Shop staff.)
----------------------------------	--

Event Location/Address:	3525 N County Road 45 Owatonna, MN 55060
-------------------------	--

Estimated Attendance (participants and spectators):	Around 200
---	------------

Set Up Date and Time:	9/24/2022 12:00 PM - 9/25/2022 12:30 AM
-----------------------	---

Actual Event Date and Time:	9/24/2022 5:00 PM - 9/25/2022 12:00 AM
-----------------------------	--

Clean Up Date and Time:	9/25/2022 12:00 AM - 9/25/2022 12:00 PM
-------------------------	---

Rain Date: In the event of inclement weather, will the event be:	Postponed
--	-----------

If postponed, what will the rescheduled date be?	9/24/2022
--	-----------

(Section Break)

ORGANIZATION INFORMATION:

Sponsoring Organization Name:	Tralo Inc
Primary Contact Name:	Cristie Coulombe
Email Address:	cristie@traloinc.com
Address:	3525 N County Road 45
City:	Owatonna
State:	mn
Zip Code:	55060
Phone Number:	507-446-8633
Cell Phone:	612-240-6050
Website Address:	<i>Field not completed.</i>
Name of contact during event:	Cristie Coulombe
Cell Phone:	612-240-6050
Alternate contact during event:	Josh Ihlenfeld
Cell Phone	507-456-3207
Refer media or citizens inquiries to:	Cristie Coulombe
Phone:	612-240-6050

Step 2

SITE PLAN: A SITE PLAN IS MANDATORY FOR ALL EVENTS *Field not completed.*

Please provide a map of the site layout including entrances and/or exits. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, etc. If event involves a parade, race or walk, please attach a route map highlighting route. Include rest stop stations, crossings, signage and indicate route direction with arrows.

EVENT FEATURES:

Will event use, close, or block any of the following? If yes, specify location on site plan/map.

City streets or right of way	No
Alleys	No
City sidewalks or trails	No
Public parking lots or spaces	No
Parks	No
Will any signs/banners be put up?	No
Will there be any inflatables?	No
Will there be entertainment?	Yes
What type?	Live Band
Will sound amplification be used?	Yes
Hours and type:	Live Music 5:00 pm - 12:00am
Sound amplification after 10:00 p.m. will require and 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. Type initials for acknowledgement:	CC
Will a stage or tent(s) be set up?	Yes
Dimensions:	Tent 30' x 50'
Fees may apply. No staking without approval. Type initials for acknowledgement:	CC
Will there be temporary fencing?	No
Will merchandise/food items be sold?	No

Will food be prepared on site? Yes

Will alcohol be sold? No

Will there be fireworks displayed? Yes

Permit required, contact Owatonna Fire Department at 507-444-2454. Type initials for acknowledgement: CC - Already Contacted.

Describe power needs and location of power source: Electricity for Band provided by generator.

Describe level of advertisement (ie radio, flyers, ads, television): none.

Have adjacent property owners been notified of this event? No

Will the event need barricades? No

Will the event need cones? No

Step 3

Will Central Park Stage be used? No

(Section Break)

Will extra picnic tables be needed? No

Will extra trash receptacles be needed? No

Will there be any horses? No

Describe trash removal and cleanup during and after event: we have a dumpster on site

Will event need traffic control? No

Describe crowd control procedures to ensure the safety of participants and spectators:

Employees/ staff only.

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:

Go Into Tralo Office.

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

Name

Cristie Coulombe

Phone Number

612-240-6050

List any other pertinent information:

Field not completed.

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

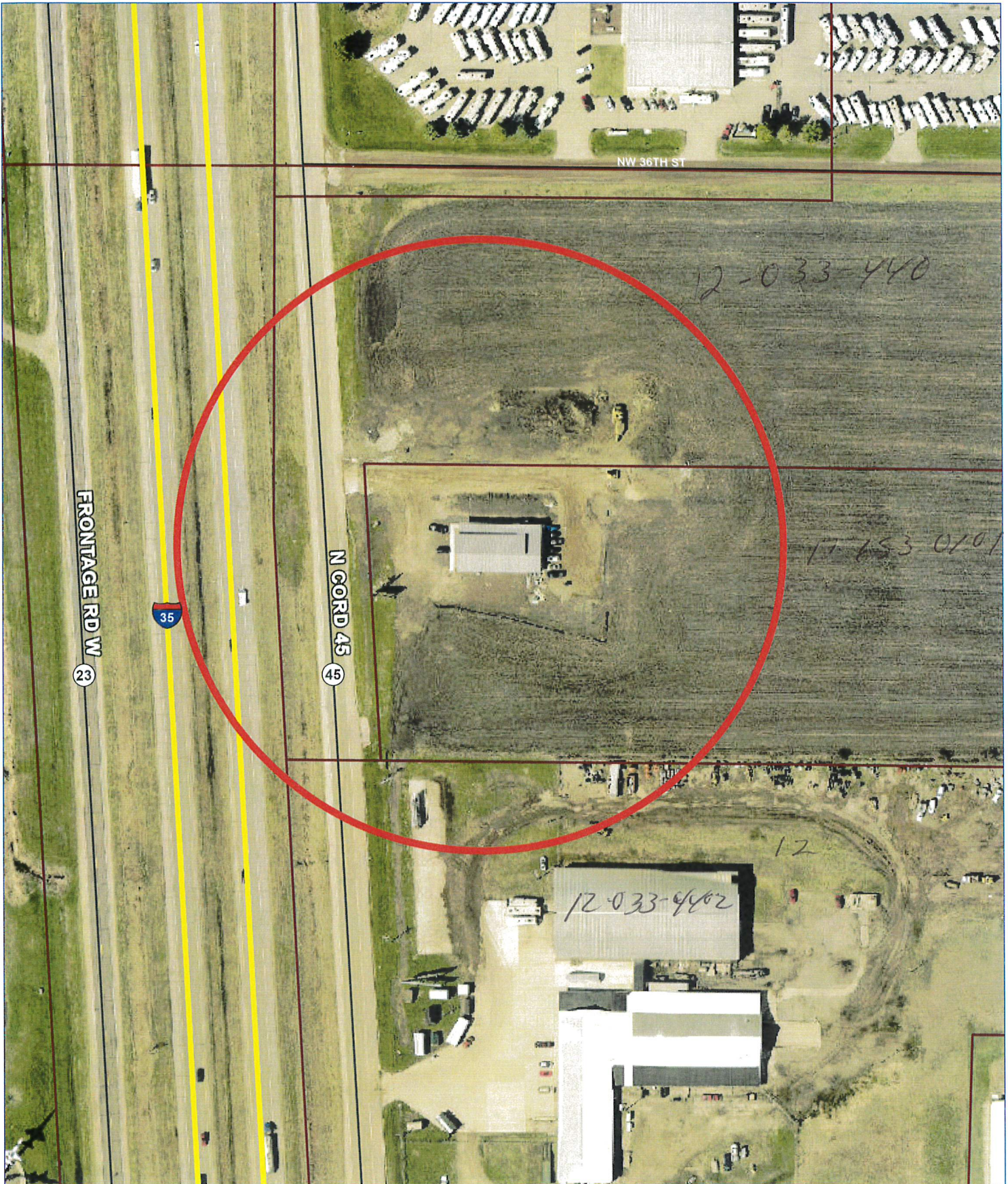
interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability. Type full name for acknowledgement:

Date: 7/8/2022

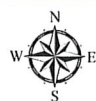
Email not displaying correctly? [View it in your browser.](#)



Tralo Trailer Company
City of Owatonna



July 13, 2022



1 in = 150 ft

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.



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 Knights of Columbus		Date of organization January 1, 1904	Tax exempt number 9760494
Organization Address (No PO Boxes) 820 S Elm	City Owatonna	State MN	Zip Code 55060
Name of person making application Mark Cunningham (kc.mmark.cunningham@gmail.co)		Business phone 507-451-6103	Home phone 507-455-1341
Date(s) of event September 24, 2022	Type of organization ☐ Microdistillery ☐ Small Brewer ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Dustin Reese	City Owatonna	State MN	Zip Code 55060
Organization officer's name David LAs	City Owatonna	State MN	Zip Code 55060
Organization officer's name Joel Elbert	City Owatonna	State MN	Zip Code 55060

Location where permit will be used. If an outdoor area, describe.

This license is for the employment appreciation event at Tralo, Inc at 3525 N County Road 45, Owatonna, MN.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Club carries insurance with Insurance Advisors

APPROVAL

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

City of Owatonna		Date Approved
City or County approving the license		September 24, 2022
\$50.00		Permit Date
Fee Amount		Jeanette.clawson@ci.owatonna.mn.us
Event in conjunction with a community festival ☐ Yes ☒ No		City or County E-mail Address
26,420		
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**

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Minnesota Pheasants

Previous Gambling Permit Number: X-74011-19-030

Minnesota Tax ID Number, if any: Es 29793

Federal Employer ID Number (FEIN), if any: 41-1442699

Mailing Address: P.O. Box 351

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

Name of Chief Executive Officer (CEO): GEORGE SPRAGUE

CEO Daytime Phone: 612-669-1581

CEO Email: _____

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

Email permit to (if other than the CEO): JP585B@LIVE.COM JARED PRESTEGARD

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 08-21-2022

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

☐ Bingo ☐ Raddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ **Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 1,100.00)**

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

LG220 Application for Exempt Permit

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: OWATONNA

Signature of City Personnel:

Wendy Clawson

Title: Admin Specialist Date: 7/19/2022

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *George C Sprague* Date: 07-19-2022

(Signature must be CEO's signature; designee may not sign)

Print Name: GEORGE C SPRAGUE

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer



Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: August 1, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
Aaron Fitzloff
SUBJECT: Fire Hall Restoration Project Agreements

Purpose:

Accept agreements with ACME Tuckpointing & Restoration and TEREX Roofing & Sheet Metal LLC to complete the Fire Hall Capital Improvement Project (CIP).

Background:

In March of 2021, the City Council approved a contractor agreement to address the needed restoration work for the front of the Fire Hall and its roof. The work started last summer and has yet to be completed.

In conjunction with the City Attorney, staff made several attempts to have the contractor complete the work on an approved timeline. Because the contractor did not perform as agreed upon, the agreement was terminated by the City. The contractor was required to provide a Surety Bond as a term of the original agreement and the process to call-on the bond was initiated.

The City Attorney and the Surety Bond representative reached a settlement which gives the city the opportunity to complete the project in a timely manner. The settlement provides the City with the funding gap to utilize interested subcontractors to finish the project.

Surety Bond's representatives have reviewed and approved the new project bids. The city received the additional gap funding. The Surety Bond deducted \$5,000 for a perceived project change order. The final settlement also included the recovery of attorney's fees and additional architectural scope.

Separate bids have been obtained from TEREX Roofing and ACME Tuckpointing to finish the project. The city will lead this final work. The city needs to enter into two agreements to move forward with the work:

Acme Tuckpointing and Restoration	\$ 52,100
TEREX Roofing & Sheet Metal LLC	\$ 87,135
Additional gap contract	<u>\$ 5,000</u>
Total	\$144,235

Budget Impact:

The budget impact will be \$5,000 for the change order, which will be covered by other CIP project saving costs.

Original Project Funding: CIP	\$179,051.00
Paid to Stillwater Masonry	<u>\$108,903.25</u>
Remaining CIP funds	\$ 70,147.00

Current Project Funding

Surety Bond Payment	\$ 80,719.60
City's Remaining CIP	<u>\$ 70,147.75</u>
	\$150,867.35

The difference of \$6,632.35 will cover the recovery of the attorney fees and additional architectural scope.

Staff Recommendation:

Staff recommends approving the agreements with ACME and TEREX Roofing to complete the Fire Hall Restoration Project.

Attachments:

1. Owatonna Firehall Tower - TEREX 06152022 Summary letter
2. Acme Tuckpointing - 2022 Owatonna Fire Hall

June 15, 2022

Attn: Aaron Fitzloff
 CITY OF OWATONNA
 540 West Hills Circle
 Owatonna, MN 55060

Re: Owatonna Firehall Tower Rehabilitation / Owatonna, MN

As it was necessary for the City to cancel its agreement with Stillwater Masonry Restoration on the Owatonna Fire Hall Tower Rehabilitation Project, the following is a summary of the original agreement with TEREX ROOFING & SHEET METAL, LLC, and a list of items to be completed based upon the May 31, 2022, letter, and field verification.

1. 7/9/21 – Original contract for shingle work:	\$ 21,799.00
2. New Roof Hatch installation is completed:	
3. Tear off and disposal of existing slate tile roof not included in original contract:	\$ 6,000.00
4. Work completed to date – invoiced and paid: \$ 16,420.00	
5. Work completed to date – invoiced and not paid: \$ 6,000.00	
6. 2/21/22 – Additional sheet metal work:	\$ 38,900.00
7. Work completed to date – invoiced and not paid: \$ 8,420.00	
8. Stone Band – Detail 3/A5.1 is by others:	
9. Dump box required:	\$ 720.00
10. Additional cost for sheet metal price increase for the 2/21/22 pricing:	\$ 1,842.00
11. Reset up cost for 7/0/21 contract work:	\$ 540.00
12. Cost of the lift – not included (Part of Stillwater Masonry inclusion:	\$ 16,610.00
13. Protection over sidewalk to be by others.	
14. Remove and replace wood soffit – Detail 5/A4.2:	\$ 4,572.00
15. Furnish and install new Metal hip caps – Note 2 – A4.0:	\$ 824.00
16. Reinstall Spire – Note 14 – A3.0 & metal cove – Note 4 – A4.0:	\$ 1,485.00
17. Furnish and install new cap flashing work – Detail 6/A5.0:	\$ 1,443.00
18. City to have Spire and Cove prepared for reinstallation	
19. Furnish and install new 60 mil EPDM membrane roofing system, including all details and sheet metal connections – Note 7 – A4.0:	\$ 8,356.00
20. Remove and replace corroded flashing – Note 10 – A4.0:	\$ 942.00
21. Remove and replace with new sheet metal panels at East Tower, including new access door – Note 8 – A3.0 – details 3&4/A3.0:	\$ 4,522.00

TOTAL AMOUNT: **\$ 108,555.00**

Paid to Date: **(\$ 16,420.00)**

Invoiced and not paid: **\$ 14,420.00**

TOTAL REVISED CONTRACT direct with City of Owatonna: **\$ 92,135.00**

We carry worker's compensation, property damage and public liability insurance.

NOTE: This proposal is subject to a price revision if not accepted, by contract, within thirty (30) days.

TEREX ROOFING & SHEET METAL, LLC is a merit-based company.

Mold and/or pollution endorsement on insurance policy is not included.

TEREX ROOFING & SHEET METAL LLC

By: Rex N. Greenwald
Rex N. Greenwald

June 13, 2022

Owatonna Fire Hall Tower Restoration
107 West Main Street
Owatonna, MN 55060

Thank you for the opportunity to provide you a proposal for this project. The scope of work below is based upon plans and specifications provided by MacDonald and Mack dated February 2, 2021. Acme Tuckpointing proposes the following scope of work and associated pricing for the masonry work at the Owatonna Fire Hall Project.

Scope of Work:

- Steel Repair
 - Replacement of 3 steel lintels per details on page A5.2.
 - Lintel material, brick, and shoring to be provided by others.
 - Assumes: shoring is sufficient and a design will be provided to Acme, existing provided new steel is correct, no repair to existing windows, rental equipment cost and pickup of scaffolding and shoring is excluded.
- Install sheet metal per detail 2/A5.1 at bell tower.
- Final cleaning of existing tuckpointing work.
 - Acme not responsible for mortar color used by previous contractor.
- Necessary access and lane use permits to be provided by Acme.

Total Bid: \$55,200.00

Exclusions: Permits, testing and inspections, winter conditions, painting, any roofing related activities, and reglets.

Please contact me at 517-490-1101 if you have any questions or requests. We look forward to working with you on this project.

Sincerely,



Claude S Gulley IV
Project Manager

Terms & Conditions

Building Access

Pricing is based on unrestricted access to all building elevations during normal working hours unless otherwise agreed to by Acme. The use of neighboring properties, i.e., roofs or grounds, may be necessary to gain access to specific building elevations and customer warrants this use will be possible. Any costs related to such access will be borne by the customer.

Our Responsibilities

- To protect persons and property that may be affected by our work. This includes protection of areas or portions of the building where damage may occur.
- Erection of temporary protection covers over pedestrian walkways and building entrances as well as at operations vehicle entries and exits.
- Prevention of damaging dust, debris, mortar and/or chemical cleaning solutions from coming into contact with pedestrians and vehicles.
- To prevent damage to roof areas or grounds from work area staging or aerial lift usage by providing plywood, or similar covering, where necessary.
- To legally dispose of all trash, debris, and construction materials by legal means and in a manner that does not damage or disturb landscaping.
- To document, by written or photograph means, the site and building conditions before any work begins.
- Prompt notification of any dangerous or life-threatening conditions that become apparent during the course of work.
- Securing all regulatory permits as necessary to complete the work.
- The nature of this work can cause unique problems related to the complete protection of interior surfaces from water, chemical, or dust migration. We will make all efforts to protect interiors and adjacent surfaces from these occurrences but will not be held responsible for any damages that may result beyond the realm of our normal means of protection.

Customer Responsibilities

- To provide water and electricity as needed including any special electrical wiring and/or circuitry necessary for the setup and operation of electric swing staging.
- *The presence of high voltage power lines are an important concern when this work is being performed. This requires that all power lines near work areas be properly insulated or disabled to provide a safe work area. In such instances the utility company will be contacted by us for proper line dismantling or removal. Any resulting charges to provide the necessary arrangements will be borne by the customer.*
- To notify us, prior to any work beginning, of the location of any underground utilities that may be vulnerable to damage from the use of aerial lift equipment, i.e. irrigation lines, sprinkler system or heads, underground facilities.
- To notify building occupants of work that is to occur and of any necessary special requirements of them, i.e., closing of windows, moving of vehicles, use of specific entrances, etc.

Insurance

If requested an insurance certificate, detailing both liability and workmen's compensation coverages, will be furnished before work begins.

Payment Terms - Upon receipt of invoice unless otherwise agreed too.

Lien Waivers - If requested, issued upon final payment.

Warranties

All work meets standards established by the Brick Industry Association. All workmanship and materials is warranted against defect for a period of two (2) years from job completion unless otherwise noted within the Scope of Work.

We reserve the right to withdraw this proposal if not accepted within 30 days.

RECAP:

26,195.11	AvFuel Corporation - airport fuel
241,365.00	Broyhill Inc - Load & Pack, dump boxes, lids
29,610.08	Crane Creek Asphalt - Hotmix for street repairs
63,572.00	James Bros Const - 2022 Street Overlay Est 1
289,764.16	JJD Companies - N Cedar Streetscape Est 13
61,945.70	Nero Engineering - WWTF Expansion engineering services June, 2022
98,909.74	Nero Engineering - WWTF Expansion engineering services May, 2022
40,000.00	Owatonna Area Chamber - 2nd half 2022 marketing agreement
45,788.10	SAK Construction - 2022 CIPPS Est 1
64,480.91	Steele Co Auditor - 2nd Qtr LEC Costs
<u>186,171.45</u>	OTHER EXPENDITURES
\$ 336,440.46	<i>SUBTOTAL</i>
 <u>74,149.46</u>	 HRA HOUSING ASSISTANCE PAYMENTS
 <u>\$ 1,221,951.71</u>	 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
369466	07/25/22	AVFUEL CORPORATION	26,195.11	0	Regular
369467	07/25/22	CIVICPLUS	17,700.00	0	Regular
369468	07/25/22	CRW ARCHITECTURE + DESIGN GROU	14,730.00	0	Regular
369469	07/25/22	CUSHMAN MOTOR CO INC	704.10	0	Regular
369470	07/25/22	DIAMOND VOGEL	1,665.60	0	Regular
369471	07/25/22	DLL FINANCE LLC	4,438.80	0	Regular
369472	07/25/22	FLAHERTY & HOOD PA	440.00	0	Regular
369473	07/25/22	FOUR SEASONS ELECTRIC	3,287.27	0	Regular
369474	07/25/22	HORIZON COMMERCIAL POOL SUPPLY	557.56	0	Regular
369475	07/25/22	HOUSE OWATONNA	88.20	0	Regular
369476	07/25/22	ICMA	1,328.00	0	Regular
369477	07/25/22	INTERNAL REVENUE SERVICE	653.79	0	Regular
369478	07/25/22	LAKES AQUATIC WEED REMOVAL	7,378.75	0	Regular
369479	07/25/22	LAWSON PRODUCTS	328.73	0	Regular
369480	07/25/22	MILLER MECHANICAL SPECIALTIES	175.17	0	Regular
369481	07/25/22	MTI DISTRIBUTING INC	1,152.45	0	Regular
369482	07/25/22	NAPA AUTO PARTS	199.83	0	Regular
369483	07/25/22	NERO ENGINEERING	98,909.74	0	Regular
369484	07/25/22	OPENGOV INC	1,071.24	R	ACH
369485	07/25/22	OWATONNA AREA CHAMBER OF COMM	40,000.00	0	Regular
369486	07/25/22	OWATONNA BUSINESS INCUBATOR	10,000.00	0	Regular
369487	07/25/22	OWATONNA MOTOR COMPANY	450.41	0	Regular
369488	07/25/22	PDI	41.94	0	Regular
369489	07/25/22	PENGUIN MANAGEMENT, INC	3,828.00	0	Regular
369490	07/25/22	RON'S REPAIR	246.11	0	Regular
369491	07/25/22	SCHILLING SUPPLY CO	184.46	0	Regular
369492	07/25/22	SHI CORP	818.00	0	Regular
369493	07/25/22	STEELE COUNTY TREASURER	5,799.25	0	Regular
369494	07/25/22	STEWART SANITATION	65.71	0	Regular
369495	07/25/22	TGK AUTOMOTIVE OF OWATONNA LLC	27.24	0	Regular
369496	07/25/22	WALBRAN & FURNESS CHARTERED	4,573.25	0	Regular
369497	07/27/22	A H HERMEL COMPANY	467.19	0	Regular
369498	07/27/22	ABARIM REALTY INC	390.00	R	ACH
369499	07/27/22	ACADEMY APARTMENTS OF OWATONNA	197.00	R	ACH
369500	07/27/22	ALEX AIR APPARATUS, INC	295.00	0	Regular
369501	07/27/22	ALEXANDER LUMBER COMPANY	356.07	0	Regular
369502	07/27/22	ALL AREA MANAGEMENT LLC	1,381.00	R	ACH
369503	07/27/22	AMERICAN WATERWORKS	101.70	0	Regular
369504	07/27/22	APACHE APARTMENTS	522.00	R	ACH
369505	07/27/22	APG MEDIA OF SO MINNESOTA LLC	71.61	0	Regular
369506	07/27/22	ARAMARK UNIFORM SERVICES INC	237.11	0	Regular
369507	07/27/22	ARNFELT RENTS	271.00	R	ACH
369508	07/27/22	ARROW ACE HARDWARE	207.12	0	Regular
369509	07/27/22	ATM PROPERTIES LLC	884.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369510	07/27/22	AUSTIN HRA	1,566.00	0	Regular
369511	07/27/22	B-GROVE LLC	1,401.00	R	ACH
369512	07/27/22	BAKER & TAYLOR BOOKS	1,979.78	0	Regular
369513	07/27/22	BENJAMIN R JOHNSON	41.98	0	Regular
369514	07/27/22	BLOCK PLUMBING & HEATING	95.00	0	Regular
369515	07/27/22	BLUUM OF MINNESOTA LLC	2,666.80	0	Regular
369516	07/27/22	BOOKPAGE	390.00	0	Regular
369517	07/27/22	Broyhill Inc.	241,365.00	0	Regular
369518	07/27/22	BRODART CO	179.25	0	Regular
369519	07/27/22	BROWN COTTAGE INDUSTRIES	642.00	R	ACH
369520	07/27/22	BROWN CYNTHIA	460.00	R	ACH
369521	07/27/22	BRYCEN GREGOR	454.00	R	ACH
369522	07/27/22	CARQUEST	487.33	0	Regular
369523	07/27/22	CARS N CREDIT	50.00	0	Regular
369524	07/27/22	CEDAR ROSE ASSOCIATES LLC	254.00	R	ACH
369525	07/27/22	CEDAR RUN TOWN HOMES MDI #41	3,280.00	R	ACH
369526	07/27/22	CEDARDALE NORTH APARTMENTS	340.00	R	ACH
369527	07/27/22	CEDARDALE SOUTH APARTMENTS	478.00	R	ACH
369528	07/27/22	CEDARDALE WEST APARTMENTS	1,014.00	R	ACH
369529	07/27/22	CEMSTONE CONCRETE MATERIAL LLC	723.00	0	Regular
369530	07/27/22	CEMSTONE PRODUCTS CO	123.93	0	Regular
369531	07/27/22	CENTRAL FARM SERVICE	12.85	0	Regular
369532	07/27/22	CHEMISOLV CORP	9,016.00	0	Regular
369533	07/27/22	CINTAS	51.40	0	Regular
369534	07/27/22	CITY OF ALBERT LEA	5,094.00	0	Regular
369536	07/27/22	COMMON CENTS PROPERTIES LLC	371.00	R	ACH
369537	07/27/22	COMPCARE OCCUPATIONAL MEDICINE	58.00	0	Regular
369538	07/27/22	CRANE CREEK ASPHALT	29,610.08	0	Regular
369539	07/27/22	CRW ARCHITECTURE + DESIGN GROU	17,330.00	0	Regular
369540	07/27/22	CUSHMAN MOTOR CO INC	799.84	0	Regular
369541	07/27/22	D & M CONSTRUCTION LLC	265.64	0	Regular
369542	07/27/22	DAVIS MECHANICAL SYSTEMS INC	262.00	0	Regular
369543	07/27/22	DOMA INSURANCE AGENCY OF MN	100.00	0	Regular
369544	07/27/22	EEK LLC	460.00	R	ACH
369545	07/27/22	ELLINGSON RICHARD	815.00	R	ACH
369546	07/27/22	ENTENMANN-ROVIN CO	1,025.50	0	Regular
369547	07/27/22	FARIBAULT CO SHERIFF'S OFFICE	5,284.58	0	Regular
369548	07/27/22	FARMERS FEED AND PET SUPPLY	169.94	0	Regular
369549	07/27/22	FASTENAL COMPANY	541.26	0	Regular
369550	07/27/22	FIRST SUPPLY OWATONNA	781.62	0	Regular
369551	07/27/22	FITZGERALD TLS PROPERTIES LLC	508.00	R	ACH
369552	07/27/22	FOUR SEASONS ELECTRIC	1,068.12	0	Regular
369553	07/27/22	GRACIA ALEJO	50.00	0	Regular
369554	07/27/22	GRAINGER	425.60	0	Regular
369555	07/27/22	HAWKINS INC	10.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369556	07/27/22	HERITAGE CRYSTAL CLEAN LLC	786.20	0	Regular
369557	07/27/22	HILLYARD/HUTCHINSON	438.12	0	Regular
369558	07/27/22	HOISINGTON KOEGLER GROUP INC	3,727.50	0	Regular
369559	07/27/22	IMAGE APARTMENT	1,870.00	R	ACH
369560	07/27/22	INNOVATIVE OFFICE SOLUTIONS	386.84	0	Regular
369561	07/27/22	INNOVATIVE R E SOLUTIONS LLC	471.00	R	ACH
369562	07/27/22	JAMES BROS CONSTRUCTION INC	63,572.00	0	Regular
369563	07/27/22	JAY'S SHOP	52.55	0	Regular
369564	07/27/22	JBLL EQUITIES LLC	440.00	R	ACH
369565	07/27/22	JJD COMPANIES LLC	289,764.16	0	Regular
369566	07/27/22	JOHN & DENISE SCHROEDER	485.00	R	ACH
369567	07/27/22	JOHNSON WINDOW & SIDING INC	2,547.00	R	ACH
369568	07/27/22	KAPPY'S COLLISION CENTER	3,558.21	0	Regular
369569	07/27/22	KEITH MARTIN	483.00	R	ACH
369570	07/27/22	KELLY ENRIQUEZ	50.00	0	Regular
369571	07/27/22	KLEVOS GREG	761.00	R	ACH
369572	07/27/22	LAXMAN S SUNDAE	743.00	R	ACH
369573	07/27/22	LEAGUE OF MN CITIES	150.00	0	Regular
369574	07/27/22	LEE ANNA	705.00	R	ACH
369575	07/27/22	LEGACY SIGNS INC	150.00	0	Regular
369576	07/27/22	LINCOLN SQUARE APARTMENTS	5,326.00	R	ACH
369578	07/27/22	LOFTS ON 3RD	602.00	R	ACH
369579	07/27/22	LWO LIMITED PARTNERSHIP #116	2,349.00	R	ACH
369580	07/27/22	MANCINI NICHOLAS	693.00	R	ACH
369581	07/27/22	MARK PLACE	50.00	0	Regular
369582	07/27/22	MARQUARDT DENNIS	1,189.00	R	ACH
369583	07/27/22	MARTIN ALLAN	2,787.00	R	ACH
369584	07/27/22	MARTIN FAMILY LLC	896.00	R	ACH
369585	07/27/22	MAUREEN SPELTZ	50.00	0	Regular
369586	07/27/22	MCCAULEY PATRICK	747.00	R	ACH
369587	07/27/22	MEI TOTAL ELEVATOR SOLUTIONS	3,787.50	0	Regular
369588	07/27/22	METRO SALES INC	441.94	0	Regular
369589	07/27/22	MIDWEST INVEST LLC	485.00	R	ACH
369590	07/27/22	MINER'S OUTDOOR & RECREATION	1,897.27	0	Regular
369591	07/27/22	MINNEAPOLIS PHA	916.82	R	ACH
369592	07/27/22	MN VALLEY TESTING LABS INC	322.00	0	Regular
369593	07/27/22	MTI DISTRIBUTING INC	1,461.21	0	Regular
369594	07/27/22	NAPA AUTO PARTS	420.28	0	Regular
369595	07/27/22	NECHVILLE DON	1,580.00	R	ACH
369596	07/27/22	NERO ENGINEERING	61,945.70	0	Regular
369597	07/27/22	NORTHCOURT APARTMENTS	1,196.00	R	ACH
369598	07/27/22	NORTHGATE	1,986.00	R	ACH
369599	07/27/22	NORTHLAND FARM SYSTEMS	30.31	0	Regular
369600	07/27/22	NORTHVIEW APARTMENTS	839.00	R	ACH
369601	07/27/22	NORTHWEST MANOR	1,162.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369602	07/27/22	O'REILLY AUTOMOTIVE INC	70.25	0	Regular
369603	07/27/22	OWATONNA GLASS LLC	663.34	0	Regular
369604	07/27/22	OWATONNA PUBLIC UTILITIES	49.00	R	ACH
369605	07/27/22	Park Plaza LLC	1,067.00	R	ACH
369606	07/27/22	PARAGON	2.08	0	Regular
369607	07/27/22	PARAGON	10.50	0	Regular
369608	07/27/22	PARKVIEW APARTMENTS	284.00	R	ACH
369609	07/27/22	PLUNKETT'S PEST CONTROL INC	355.00	0	Regular
369610	07/27/22	PROHASKI CHRIS	460.00	R	ACH
369611	07/27/22	PROHASKI PROPERTIES	464.00	R	ACH
369612	07/27/22	QUALITY RENTALS OF OWATONNA LL	656.00	R	ACH
369613	07/27/22	RAYMOND WILLMOTT	589.00	R	ACH
369614	07/27/22	REINDERS INC	665.75	0	Regular
369615	07/27/22	RICE STEELE 911 CENTER	810.00	0	Regular
369616	07/27/22	RICH'S WINDOW CLEANING	1,850.00	0	Regular
369617	07/27/22	RON'S REPAIR	85.34	0	Regular
369618	07/27/22	SAK CONSTRUCTION LLC	45,788.10	0	Regular
369619	07/27/22	SCOTT COUNTY CDA	3,288.64	R	ACH
369620	07/27/22	SEW & TELL LLC	22.00	0	Regular
369621	07/27/22	SHI CORP	886.87	0	Regular
369622	07/27/22	SMITH REAL ESTATE LLC	2,086.00	R	ACH
369623	07/27/22	SOUTH CENTRAL HUMAN RELATIONS	2,959.00	R	ACH
369624	07/27/22	STATE INDUSTRIAL PRODUCTS	829.34	0	Regular
369625	07/27/22	STEELE COUNTY AUDITOR	64,480.91	0	Regular
369626	07/27/22	STEELE COUNTY RECORDER	46.00	0	Regular
369627	07/27/22	STEELE COUNTY TREASURER	5,799.25	0	Regular
369628	07/27/22	STREICHER'S INC	226.99	0	Regular
369629	07/27/22	SUBLAND INVESTMNTS & LIFESTYLE	659.00	R	ACH
369630	07/27/22	SUMMIT MANOR	323.00	R	ACH
369631	07/27/22	SUNBURN CONSTRUCTION	114.41	0	Regular
369632	07/27/22	T & M RENTALS	438.00	R	ACH
369633	07/27/22	THE RETROFIT COMPANIES INC	75.00	0	Regular
369634	07/27/22	TM RENTALS II LLC	472.00	R	ACH
369635	07/27/22	TRACKER PRODUCTS LLC	5,670.00	0	Regular
369636	07/27/22	TRENCHERS PLUS INC	1,078.95	0	Regular
369637	07/27/22	TREND REALTY LLC	570.00	R	ACH
369638	07/27/22	TRI M GRAPHICS	16.69	0	Regular
369640	07/27/22	Vaith Properties LLC	218.00	R	ACH
369641	07/27/22	WALBRAN & FURNESS CHARTERED	4,577.00	0	Regular
369642	07/27/22	WARRIOR FIRE EQUIPMENT	150.00	0	Regular
369643	07/27/22	WASECA HARDWARE	107.94	0	Regular
369644	07/27/22	WASECA POLICE DEPARTMENT	4,942.45	0	Regular
369645	07/27/22	WILLOW RUN I MDI #58	4,266.00	R	ACH
369646	07/27/22	WILLOW RUN II MDI #85	4,229.00	R	ACH
369647	07/27/22	WOLFF AND SONS INC	1,053.68	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369648	07/27/22	YOUNGDAHL DEVELOPMENT LLC	1,720.00	R	ACH
369649	07/27/22	ZEP MANUFACTURING CO	442.23	0	Regular
369650	07/27/22	ZK INVESTORS LLC	1,476.00	R	ACH
369651	08/01/22	ALEXANDER LUMBER COMPANY	427.97	0	Regular
369652	08/01/22	ASPEN MILLS	959.07	0	Regular
369653	08/01/22	CHRISTA KAIN	80.00	0	Regular
369654	08/01/22	CLUB CAR LLC	1,800.00	0	Regular
369655	08/01/22	DEANS WESTSIDE TOWING	150.00	0	Regular
369656	08/01/22	FLAGSHIP RECREATION	397.00	0	Regular
369657	08/01/22	INNOVATIVE OFFICE SOLUTIONS	9.01	0	Regular
369658	08/01/22	MID-AMERICAN RESEARCH CHEMICAL	117.73	0	Regular
369659	08/01/22	OWATONNA PUB SCHOOLS ISD 761	546.00	0	Regular
369660	08/01/22	RON'S REPAIR SERVICE	275.57	0	Regular
369661	08/01/22	SHRED RIGHT	35.00	0	Regular
369662	08/01/22	USDA RURAL DEVELOPMENT	480.00	0	Regular
369663	08/01/22	USDA RURAL DEVELOPMENT	449.00	0	Regular
369664	08/01/22	XCEL ENERGY	310.03	0	Regular

132	Checks total:	1,149,226.01
64	ACH total:	72,725.70
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
196	GRAND TOTALS	1,221,951.71



Ordinances



Community Development Department

DATE: July 22, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Vacate Portion of Drainage and Utility Easement: Lots 2 & 3, Block 1, Urch Addition

Purpose:

Council to approve the second/final reading of proposed Ordinance 22-10 to vacate a portion of a drainage and utility easement in Lots 2 & 3, Block 1, Urch Addition.

Background:

Staff Report attached and Council approved the first reading of this proposed ordinance during their last meeting on July 19, 2022; there have been no changes since.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Ord 22-10 Vacate Easements - Urch Addition
2. PC Staff Report - Baldwin Supply Easement Vacation with Planning Commission

Proposed Ordinance No. 22-10

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO SECTION 6.2 OF THE HOME RULE CHARTER OF THE CITY OF OWATONNA, AND SECTION 675 OF THE 1992 ORDINANCE CODE OF THE CITY OF OWATONNA, VACATING A STREET, ALLEY, OR PUBLIC RIGHT-OF-WAY, OR ANY PART THEREOF, HEREIN DESCRIBED, AND PROVIDING FOR ITS RECORDING.

WHEREAS, there has been filed with the City Council a petition to vacate the premises hereinafter described; and

WHEREAS, a public hearing was held on July 12, 2022, on the said petition and after public notice was given, pursuant to Section 6.2 of the Home Rule Charter; and

WHEREAS, the proposed vacation does not destroy or interfere with the rights of any person, corporation, or municipality; and

WHEREAS, the City finds that the premises hereinafter described are no longer required for municipal purposes.

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

SECTION 1. That the following described portion of a drainage & utility easement:

All that part of Lot 2 and Lot 3, Block 1, Urch Addition, described by:
Commencing at the northeast corner of said Lot 2; thence S89°45'30"W 165.00 feet to a corner of said Lot 2; thence S09°56'45"E 10.66 feet to the True Point of Beginning; thence N59°46'28"E 10.66 feet; thence S09°56'45"E 70.83 feet; thence S01°34'17"W 226.37 feet; thence N88°25'43" W 17.42 feet; thence N00°39'02"W 66.60 feet; thence N01°34'17"E 157.79 feet; thence N09°56'45"W 61.42 feet; thence N59°46'28"E 10.66 feet to said True Point of Beginning.

EXCEPT A strip of land 20 feet in width, the centerline of said strip being the south line of said Lot 2.

may be and hereby is vacated.

SECTION 2. The City Clerk shall cause this Ordinance to be filed for record in the offices of the City Clerk and the City Engineer of the City of Owatonna and its title added to Appendix IV of the 1992 Ordinance Code of the City of Owatonna.

SECTION 3. The City Clerk shall cause an original copy hereof to be filed for record and duly recorded in the office of the Steele County Recorder in and for Steele County, Minnesota.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this _____ day of _____, 2022, with

the following vote: Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2022

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

July 7, 2022

To: Planning Commission
From: Community Development Department
RE: Request to vacate a portion of a Drainage & Utility Easement

Application Review:

Applicant: Roger Kuhn
Location of Property: 3440 9th Street NW
Legal Description: See Attached Survey
Report Attachments:
1. Location Map
2. Vacation Sketch & Description
3. Survey

Proposed Development:

- ◆ The applicant is requesting vacation of a portion of a drainage and utility easement located on the subject properties.
- ◆ The Baldwin Supply building is proposing to construct an addition on the north side of the existing building.
- ◆ This vacation was proposed 20+ years ago but no one can find any record that it was ever officially approved and it does not appear on the title work.
- ◆ As of the date of this report, Staff has not been notified of any utilities that are physically located within the easement or have a future use for the easement.
- ◆ Owatonna Public Utilities is requesting a new easement be dedicated along the west property lines as proposed in the survey.
- ◆ This will have no effect on the existing street or utilities in the area.

Staff Review:

Staff recommends approval of this vacation of a portion of a drainage and utility easement located on Lots 2 & 3, Block 1, Urch Addition

Planning Commission:

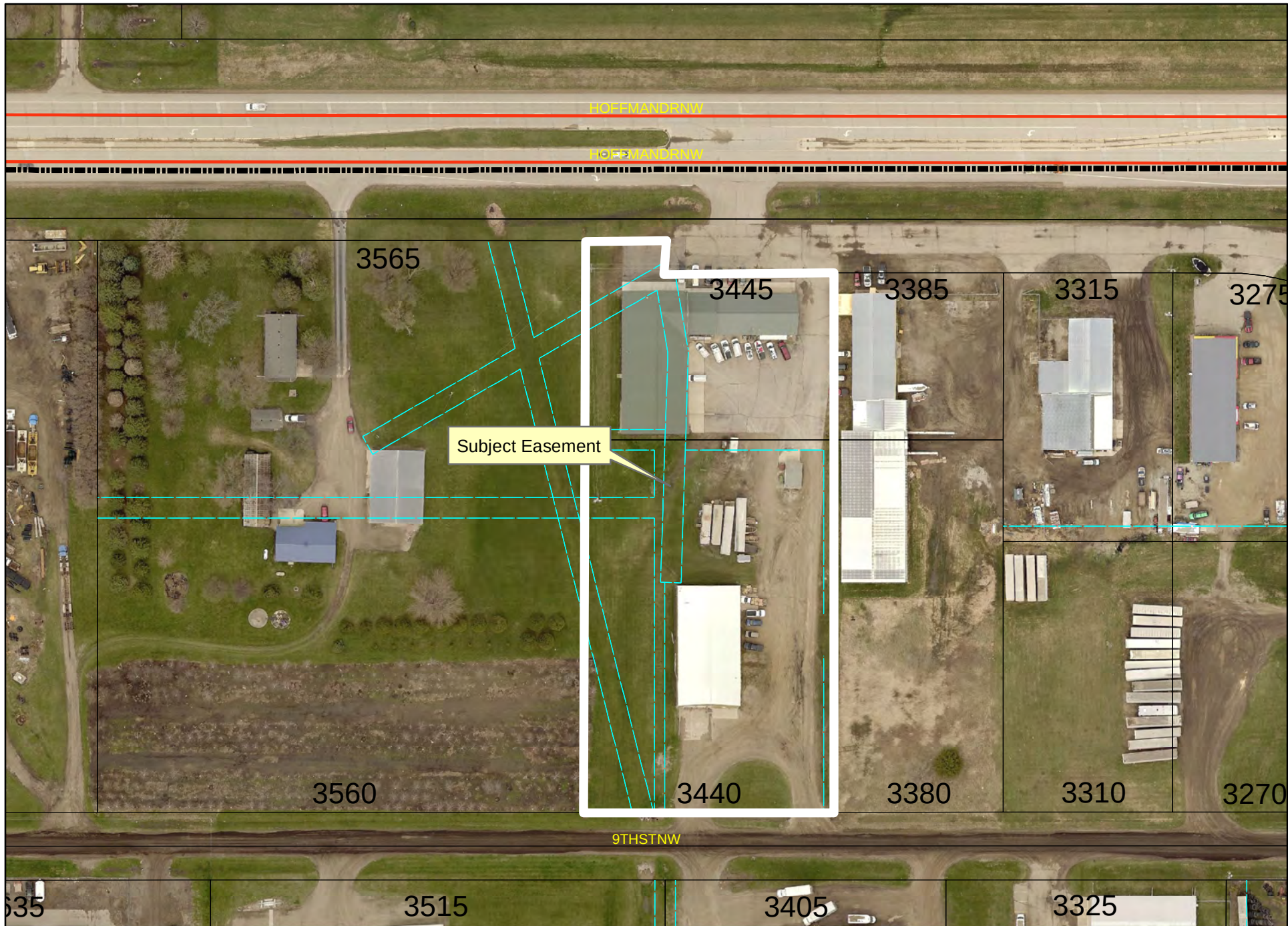
A request to vacate a portion of a Drainage and Utility Easement by Roger Kuhn and located at 3440 9th Street NW was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:32 pm. No comments were made regarding this request. Public hearing closed at 5:33 pm. Meier said it was pretty straight forward. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of this vacation of a portion of a drainage and utility easement located on Lots 2 and 3, Block 1, Urch Addition. All Commissioners voting Aye, the motion carried.



Kuhn Properties Vacation Request

1 inch = 1,000 feet

Date: 6/28/2022
Page 69 of 92

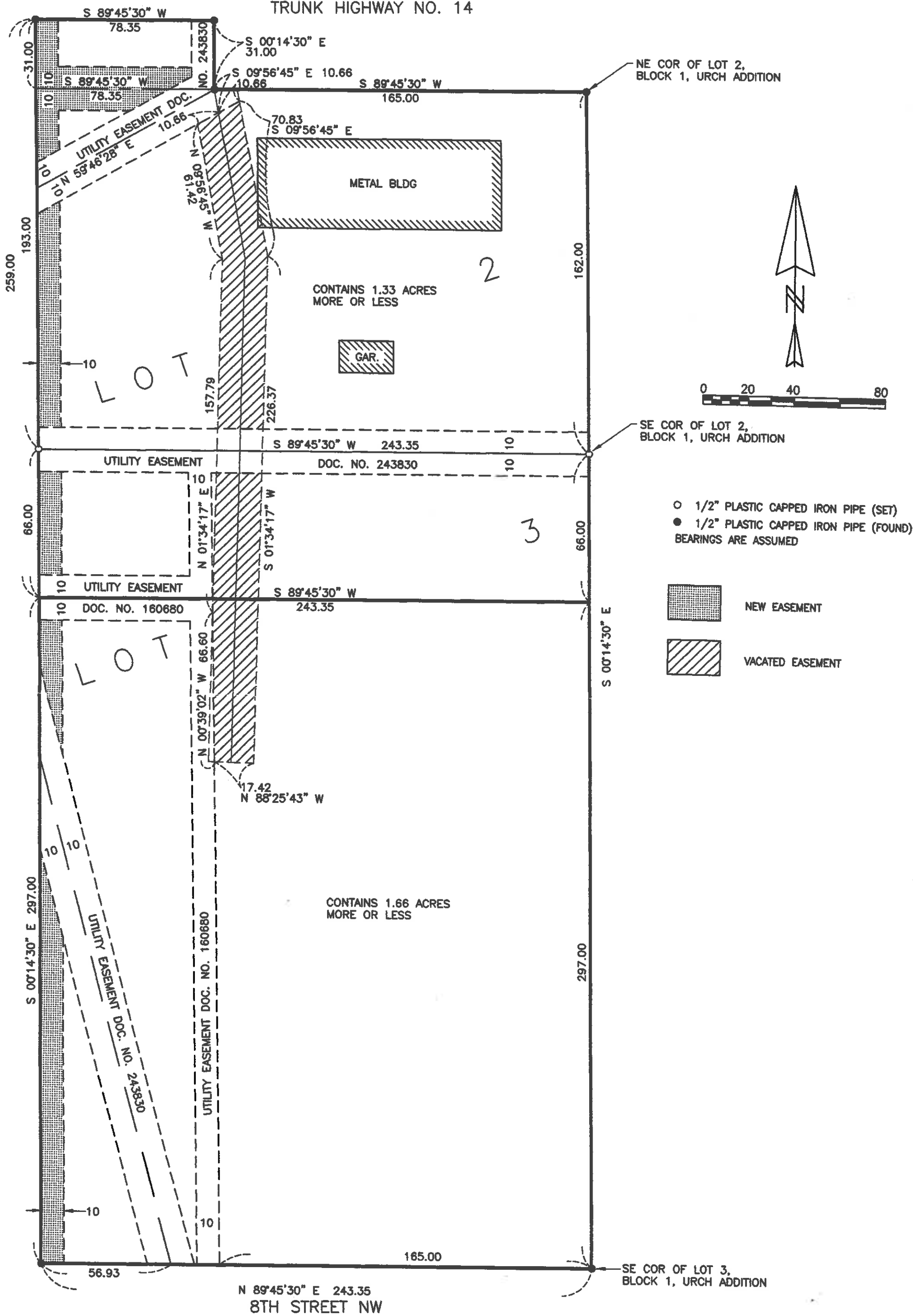


Kuhn Properties Vacation Request

1 inch = 125 feet

Date: 6/28/2022
Page 70 of 92

CERTIFICATE OF SURVEY
TRUNK HIGHWAY NO. 14



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

John C. Hosfield

Date 10/22/99 Reg. No. 15231

HOSFIELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

415 WEST NORTH STREET
OWATONNA, MINNESOTA 55060
PHONE (507) 451-4598
FAX (507) 451-1396

SCALE 1" = 40'

DRAWN BY BLK

DATE 10-22-99

REVISED

JOB NO. 1602



Resolutions



Public Works Department

DATE: August 1, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Resolution 64-22: Declaring Costs - 2021 Truman Avenue Project

Purpose:

To declare costs for the 2021 Truman Avenue Project.

Background:

The total cost of the project is \$3,402,076.60 with \$232,139.44 (7.6%) being specially assessed.

Budget Impact:

The project will be paid for by a combination of assessments, federal highway funds, State Aid and stormwater funds.

The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by City of Owatonna policies and State Statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 64-22: Declare Costs 2021 Truman Avenue Project

RESOLUTION NO. 64-22

A RESOLUTION DECLARING COST TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, a contract has been let for the construction of 2021 Truman Avenue Project and the contract price for such improvements is \$2,914,635.99 and the contract changes incurred or to be incurred in the making of such improvements amount to \$150,297.88 so that the total cost of the improvements will be \$3,027,464.86 The city per assessment policy adds engineering costs of \$337,142.73 totaling \$3,402,076.60.

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

1. The estimated cost of such improvements to be specially assessed is hereby declared to be \$232,139.44
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Passed and adopted this _____ day of _____, 2022, with the following vote:

Aye _; No _; Absent _.

Approved and signed this ___ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



Public Works Department

DATE: August 1, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Resolution 65-22: Set Public Hearing Date - 2021 Truman Avenue Project

Purpose:

Requesting City Council set a date for a public hearing to consider the assessments proposed for the 2021 Truman Avenue Project.

Background:

The hearing for the project is being set with Resolution No. 65-22. This is the next step in the process of approving costs for assessments as outlined in the Special Assessment Guide based on Minnesota State Statute 429.061, Subd 1.

The requested hearing date is August 16, 2022.

Budget Impact:

The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 65-22: Set Date for Public Hearing 2021 Truman Ave

RESOLUTION NO. 65-22

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution No., 64-22 passed by the Council on August 1, 2022, the City Clerk was directed to prepare a proposed assessment of the cost of the construction of the 2021 Truman Avenue Project.

WHEREAS, a contract has been let for the construction of 2021 Truman Avenue Project.

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

1. A hearing shall be held at a regular City Council meeting to be held on in the Council Chambers of the City Hall Building at 7:00 p.m. to pass upon such Tuesday, the 16th day of August, 2022, proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.

3. No appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

Passed and adopted this ____ day of ____, 2022, with the following vote: Aye ____; No ____; Absent _____. Approved and signed this ____ day of August ____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



Administrative Services Department

To: Mayor and City Council
From: Jeanette Clawson, Administrative Specialist
Re: Election Judges
Date: July 29, 2022

Purpose:

Council to approve Resolution 66-22 appointing Election Judges for the 2022 Primary Election and Special Election planned for Tuesday, August 9., 2022. The Special Election is to fulfill the term of US Congressman, First Congressional District Jim Hagendorn who passed away in February, which ends at the end of this year.

Background:

The Secretary of State requires appointment of election judges and recommends the resolution appoint judges and authorizes assignment of Election Judge substitutes if needed.

Judges are paid for hours worked, training and preparing for the election. This is the beginning of a 2-year election process and all judges were required to attend training for certification to serve. Also, during the last two weeks, several served as Health Care Facility Judges delivering ballots to thirteen care facilities within the city.

Budget Impact:

Staff estimates this election will incur cost close to \$15,000. All ten of the City's polling sites will be open on Election Day. Judges arrive at 6:00 a.m. and must balance/confirm count prior to leaving; most are done by 9:30 p.m. There will be five or six judges at each poll during these hours on Election Day.

Staff Recommendation:

Staff recommends adoption of Resolution 66-22.

RESOLUTION NO. 66-22

A RESOLUTION APPOINTING
ELECTION JUDGES FOR THE
2022 PRIMARY AND SPECIAL ELECTION

BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the persons listed on the attached are hereby appointed judges for the 2022 Primary and Special Election to be held on Tuesday, August 9, 2022. Judges appointed to serve at the Polling Sites have completed training and certified to serve as Election Judge.

BE IT FURTHER RESOLVED by the City Council of the City of Owatonna, Minnesota, that City Administration staff may assign additional or substitute election judges as necessary for this Special Primary Election.

Passed and adopted this ____ day of ____, 2022, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

Election Judges - 2022 Primary & Special Election - August 9, 2022

Last Name	First Name		Last Name	First Name
Anderson	Lavonne		Larson	Liann
Axmark	Daniel		Larson	Marie
Axmark	Shirley Dawn		Lysne	Gwen
Bonacci	Tom		Lysne	Mark
Boorman	Linda		Maas	Nathan
Born	Kathleen		Masche	LeAnne
Bruns	Linn		Mohr	Metelynn
Byam	Randy		Mohr	Gary
Calcamuggio	Sue		Newgard	Charles
Carlson	Lee		Oberg	Beatrice
Chicos	Rochelle		Oberle	Kay
Christianson	Lilly		Oswald	Kirk
Comeaux	Garrick		Ost	Sandra
Couture	Cheryl		Parr	Jane
Droog	Diane		Pederson	Frances
Erck	Judith		Pfarr	Marilee
Erickson	Janet		Pierce	Phillna
Erickson	Mark		Plumley	Natalie
Fichten-Rucks	Nancy		Queen	Lisa
Flowers	LaDonna		Ritter	Allison
Gaulrapp	Sharon		Rohde	`Shay
Gerardy	Linda		Rossi	Elizabeth
Gorman	Daniel		Rossi	Kent
Granowski	Barb		Runner	Christine
Granowski	Glenda		Sanders	Teresa
Griebel	Kirk		Schmidt	Tim
Gustafson	Clark		Schumacher	Kathleen
Halliquist	Kelli		Sisler	Kate
Hancock	Cheryl		Skruzacek	Julianna
Hardcopf	Theresa		Slack	Deloris
Hardcopf	Bob		Spindler	Melissa
Hardy-Hagen	Sandra		Staver	Thora
Hedstrom	Gary		Stormo	Mike
Hoff	Daniel		Strom	Rick
Hoffman	Linda		Strom	Susan
Jensen	Laura		Tally	Corinne
Jirele	Naomi		Taylor	James
Johnston	Mark		Tiede	Judith
Johnston	Bonnie		Uber	Naomi
Kaffine	Steve		Voight	Nancy
Kehler	Hildie		Younquist	Beth
Kehler	Peter		Wandersee	Eric
Kirchner	Carol		Westberg	Jean
Klein	Sharon		Wohlenhaus	Eileen
Kubesta	Frances			

* Head Judges listed in bold



Miscellaneous



Administration Department

DATE: August 1, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Garbage and Refuse Hauling License - Archambault Borthers, Inc, Faribault MN

Purpose:

Council to approve application received from RAndy Arcambault of Archambault Brothers Inc of Faribault, MN for a Garbage & Refuse Hauling License.

Background:

City Code requires a person wanting to collect or haul garbage or other refuse for hire within this municipality or hold themselves out as engaged in the business of collecting, hauling, or disposing of garbage or other refuse must obtain a license from the Council. This is an annual license which expires December 31st of each year and is not transferable.

The application, payment of fees and insurance certificate have been received and background verification complete. Chief Mundale has no objections to the issuance of this license.

Budget Impact:

\$ 150.00 Garbage & Refuse Hauling License Fee (\$75/vehicle)
50.00 Initial Application
\$ 100.00 Background Verification
\$ 300.00 Received from applicant July 26, 2022

Staff Recommendation:

Staff recommends approval of this Garbage & Refuse Hauling License Application.

Attachments:

None



Public Works Department

DATE: August 1, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Environmental Observation and Testing Services Proposal

Purpose:

Requesting Council approval for the American Engineering Testing (AET) Proposal for Environmental Observation and Testing Services for the WWTP Expansion Project.

Background:

Proposal requests were sent to Terracon, American Engineering Testing, and Braun Intertec. Proposals were received from Terracon and American Engineering Testing. Braun Intertec declined to submit.

See the attached document for the AET Proposal.

Budget Impact:

American Engineering Testing provided the best proposal for the Environmental Observation and Testing Services at a cost of \$48,352.00

Staff Recommendation:

Staff recommends approval.

Attachments:

1. AET Environmental Observation and Testing Proposal

June 30, 2022



City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

Attn: Mr. Kyle Skov, City Engineer

RE: Environmental Observation and Testing Services Proposal
Owatonna WWTF Expansion
Owatonna, MN

Dear Mr. Skov:

American Engineering Testing, Inc. (AET) is pleased to offer environmental oversight and testing services to the City of Owatonna for the referenced project. This proposal is in response to the email request for proposal, prepared by Nero Engineering on May 17, 2022, and follow up correspondence. This proposal describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

BACKGROUND

AET completed environmental screening and sampling in conjunction with supplemental geotechnical exploration at the wastewater treatment facility in 2021. Potentially impacted soils and debris were encountered during the geotechnical exploration. Soils recovered from two of the borings, SB-5A and SB-13A, consisted of approximately 17 to 19.5 feet of fill containing bituminous, wood, brick and plastic fragments, and a bituminous odor was observed in the fill soils. The source of the debris and other constituents is unknown, though a portion of the Site was reportedly used as a landfill in the past. Analysis of soil and groundwater samples detected various contaminants at concentrations that will require special management of fill soils and water removed during construction. Details of our findings and recommendations are included in AET Report No. P-0004161, Soil and Groundwater Sample Results, dated January 7, 2022.

SCOPE OF SERVICES

Based on our review of past results and available plans, our anticipated scope of services is outlined below.

Soil and Groundwater Management Plan Preparation

AET will prepare a plan to be used to manage the disposition of soil and groundwater removed from the site during construction. This plan can be included with bid documents to inform project contractors of the need for special management of impacted materials. We understand that the City does not desire involvement from the Minnesota Pollution Control Agency (MPCA) for this project; thus, the plan will not be prepared in accordance with MPCA guidance.

1937 Seventh Street NW, Suite 1 | Rochester, MN 55901

Phone (507) 281-3547 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Excavation Observations and Soil Testing

AET understands that the excavation contractor will haul all fill containing debris to the Steele County Landfill as regulated waste. AET will assist in obtaining approval and manifests from Steele County landfill for disposal of the impacted debris and soils derived from the site. An AET field technician will be on-site to monitor excavated materials for visual and olfactory evidence of contaminant impacts, such as waste debris, staining, discoloration, building materials, or chemical odors. The technician will screen excavated materials for organic vapors using a photoionization detector (PID) equipped with a 10.6 eV lamp. The PID will be calibrated to an isobutylene standard to read in parts per million (ppm) by volume of benzene. It is anticipated that one PID reading will be obtained for each 50 cubic yards of impacted material excavated, depending on site conditions. The AET technician will provide manifests signed by the City to the trucks that are hauling contaminated soil and/or debris to the landfill. We require that the contractor obtain the signed manifest for each load from the AET representative. We understand that material that is not impacted will remain on the site for use as backfill on the construction project. Based on the anticipated excavation volume and accounting for potential contingencies, we estimate approximately six weeks of field time for environmental observation. This estimated schedule of work is fully subject to the direction of the City.

We have assumed AET will not be required to perform discharge water testing during dewatering operations, as the project specifications place the responsibility of water discharge permitting on the contractor.

Asbestos Inspections for Retrofit Work

AET understands that various demolition and/or renovation work will be done within the wastewater treatment facility. The attached site diagram depicts areas of planned demolition, planned renovation, and planned pipe work. AET estimates the areas depicted in the diagram to be approximately 91,000 square feet. AET will provide a Minnesota Department of Health (MDH)-certified asbestos inspector and lead risk assessor to evaluate building materials that will be disturbed during renovation/demolition. All asbestos, lead and PCB in caulking testing will be done in accordance with MDH and U.S. Environmental Protection Agency (EPA) protocols and methodology.

REPORTING

At the completion of construction, we will issue a final environmental report summarizing the results of excavation observations conducted on the site, if requested. Additionally, an asbestos inspection report will be prepared to document the results of sampling and analysis of building materials disturbed within the facility. The inspection report can be used by an abatement contractor, if asbestos/lead/PCBs in caulk is identified and needs to be abated prior to disturbing the building materials.



SCHEDULE OF FEES

Our services will be provided on a will-call basis, and invoiced according to the time and material unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. Based upon our review of the estimate construction schedule and proposed site demolition and retrofitting, we estimate a fee of \$48,352.

Even with a construction schedule, our cost estimation is not an exact determination of total fees. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions, or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET services will be provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of this proposal.



GENERAL REMARKS

We appreciate the opportunity to provide our services to you and we look forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'Mike Hultgren'.

Mike Hultgren, PG
Principal Geologist
Phone: 651-789-4649
Email: mhultgren@teamaet.com

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Jacob L. Heimdahl'.

Jacob L. Heimdahl, PE
Senior Geotechnical Engineer
Phone: 507-281-3547
Email: jheimdahl@teamaet.com

Attachments: Fee Schedule Tabulation
Attachment A: Unit Prices

AET PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

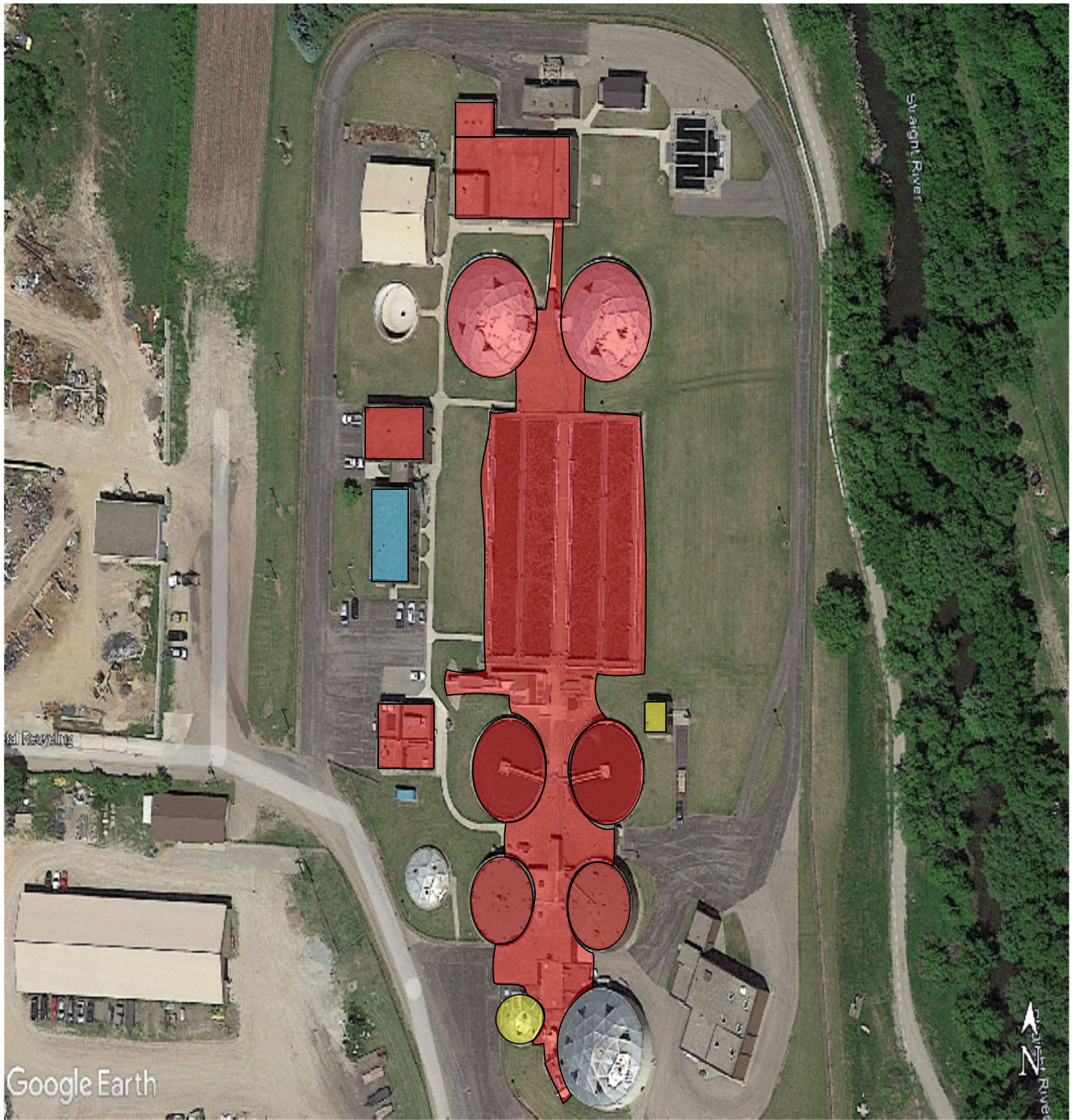
Typed/Printed

Name: _____

Company: _____

FEE SCHEDULE
ENVIRONMENTAL OBSERVATION AND TESTING SERVICES
OWATONNA WASTEWATER TREATMENT FACILITY
OWATONNA, MINNESOTA

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Excavation Observations and Asbestos Testing</i>			
1. Environmental Scientist II for asbestos inspection/sampling	45 hours	\$154.00	\$6,930.00
2. Environmental Technician for soil testing	200 hours	\$85.00	\$17,000.00
3. Personal or Company vehicle mileage.	2810 miles	\$1.00	\$2,810.00
4. Asbestos sample analysis	200 ea	\$10.00	\$2,000.00
5. Asbestos sample point counts	20 ea	\$55.00	\$1,100.00
6. PCB in caulk sample analysis	50 ea	\$98.00	\$4,900.00
7. XRF for lead paint testing	4 day	\$550.00	\$2,200.00
8. Asbestos sample kit/ladders	4 day	\$55.00	\$220.00
<i>Project Management, Reporting & Coordination</i>			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	24 hours	\$154.00	\$3,696.00
2. Senior Scientist/Engineer for consultation	31 hours	\$176.00	\$5,456.00
3. Drafting (subcontracted)	20 hours	\$102.00	\$2,040.00
ESTIMATED BUDGET			\$48,352.00



Legend

- Demolition – Full Inspection
- Interior Demo – Full Inspection
- Piping Only



Scale: Not to Scale

Figure 1
Site Diagram

Asbestos and Regulated Waste Inspection Scope

Owatonna WWTP
1150 Industrial Rd.
Owatonna, MN 55060

Date: 06/30/2022

AET Project No.: TBD

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.