



**PARKS & RECREATION BOARD MEETING**  
**Monday, May 5, 2025 at 4:30 PM**  
**Crandall Center Meeting Room, City Hall at 540 West**  
**Hills Circle**

**1. Opening Business**

**2. Approval of Agenda**

**3. Approval of Last Meeting Minutes**

3.a. draft Park Board minutes March 3, 2025

**4. Persons Wishing to Appear**

4.a. Gary Jones

**5. Old Business**

5.a. City's Comprehensive Plan & Parkland Dedication Ordinance updates

5.b. Community Center Taskforce update

5.c. Regional Park status update

5.d. agreement with Owatonna Trails Association

**6. New Business**

6.a. proposed bike trails expansion at Kaplan's Woods Park

6.b. Park & Recreation fee manual updates

6.c. Warsinski Chalet independent contractor agreement

**7. Communication**

7.a. Recreation Division report

7.b. Parks Division report

7.c. 2025 Deer Culling Management Plan summary

**8. Adjournment**

**MINUTES - UNAPPROVED  
OWATONNA PARK AND RECREATION  
REGULAR PARK BOARD MEETING  
MARCH 3, 2025  
4:30 PM**

**Members Present:**

Chair: Jon Thiel

Vice Chair: Gina McGuire

Board Members: Tyler Cochran, Nancy Ness, Eileen Wohlenhaus, Nan Silkunas

**Members Absent:** Sara Baird

**Staff Present:**

TW: Director of Parks & Recreation

Eric Anderson: Recreation Manager

Tricia Notch: Administrative Coordinator

**City Council Member:** Don McCann

**LOCATION:** Council Chambers Conference Room

**OPENING BUSINESS**

- A. Call to Order at 4:30 p.m.
- B. Roll Call: All present

**APPROVAL OF THE AGENDA**

Motion by Nancy Ness to approve the March 3, 2025, Park Board Meeting Agenda and second by Gina McGuire. All members voted aye.

**APPROVAL OF THE DECEMBER 2, 2024, MINUTES**

Motion by Tyler Cochran to approve February 3, 2025, Park Board Meeting Minutes and second by Nancy Ness. All members voted aye.

**PERSONS WISHING TO APPEAR**

The public forum is intended to afford the public an opportunity to address topics to the Park Board Council. The public forum will be no longer than 30 minutes in length and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local park and recreation topics rather than private or political agendas. The Park Board will only listen but will not take action on public forum presentations.

The above paragraph will be added to the agenda

**Owatonna Trails Association (OTA)** representatives, Jessica Riskedahl, Tom Raetz, Drew Kidd and Steve Deetz shared a PowerPoint presentation on Kaplan's Woods Mt Bike Trails.

## **PARK PERMITS, MEMORIALS AND DONATIONS**

None

## **SENIOR UPDATE**

### **OLD BUSINESS**

#### **Brooktree Food & Beverage vendor update**

TW gave an update on a vendor with an agreement that goes to the City Council tomorrow night. They cleaned the kitchen hood, painted and inspected grease traps, the oven, and the floors. Electric service was installed behind the bar for an espresso machine. Chill-Aqui plans to be open year-round. Golfers will be able to order food from your carts.

#### **Public Safety Center update**

TW updated us that ICS will be in a study session with the City Council tomorrow night. If you are interested, stop by and listen to the update.

#### **Community Center Task Force update**

Tyler Cochran handed out a form with updates on the community center facility tours. There was much to learn on the tours, and we learned what not to do at some facilities.

### **NEW BUSINESS**

#### **River Springs Water Park facility assessment**

TW Dieckmann gave an update on this at the last City Council meeting, and they approved a \$21,600 contract with ICS to conduct a full assessment to see what needs to be done at the facility. Deferred maintenance needs to be addressed.

### **COMMUNICATIONS**

The Recreation and Parks division's monthly reports were included in the agenda packet.

#### **Communications from Park Board members:**

Tyler: Is interested in volunteering for Rec on the Go and thought it would be good if the Park Board could get involved in any upcoming dates.

Jon: Suggested that we leave Rec on the Go as an agenda item for the next few months.

Nan: Thanked Jon for his leadership at this meeting and commented that the indoor play space is going super well for a user, asked if there is a possibility of expanding the hours.

Jon: asked the question if we could structure the Park Board meetings as work sessions versus following the agenda. The Park Board did a SWOT analysis and started a policy on land donation, but they're not sure where it goes from there. TW said if there are specific questions, email him. Gina: Do we need to create a list of priorities

TW: Mentioned Parke Board members could give him a list of items to follow up on. Then, they come up with a work plan or goals.

Eric: Mentioned we could go back to the last 5-10 meetings and see which topics need to be resurfaced.

Nancy: Things could stay on Old Business until they are resolved.

Gina: none

Nancy: none

Eileen: none

### **ADJOURNMENT:**

Motion by Tyler Cochran, and second by Nan Silkunas to adjourn the Park Board Meeting at 6:25 p.m. All members present voted aye. The next board meeting is April 7, 2025, at 4:30 p.m. in the Council Chambers Conference Room.

**CITY OF OWATONNA  
AND  
OWATONNA TRAILS ASSOCIATION**

**SERVICE AGREEMENT**

This Agreement (“Agreement”) is made by and between the City of Owatonna, a Minnesota municipal corporation (the “City”), and Owatonna Trails Association, Inc., (“OTA”) a Minnesota non-profit corporation; (collectively the “Parties”).

**RECITALS:**

1. The City is the owner of certain real property consisting of a public park in the City of Owatonna known as the Kaplan Woods (the “Park”); and
2. OTA is a voluntary organization of bicycling enthusiasts which has in the past contributed its services to the City for the development, construction, operation, and maintenance of single track mountain bike trails within the Park; hereinafter referred to as “the trail” or “trails”; and
3. The City and OTA intend to promote bicycling as an outdoor recreation and fitness activity and to continue the development of quality trails for all ability levels in the Park (the “Program”); and
4. This Agreement establishes the responsibilities and the conditions under which the Program and services will be provided by OTA to the City, as approved by the City; and
5. The portions of the Park designated for the Program (the “Premises”) will be designated by the City from time to time and depicted on a map, aerial photo, diagram, or flags or other means; and
6. The City agrees to permit such improvements, use and services under the terms and conditions set out in this Agreement.

**NOW, THEREFORE, IT IS AGREED by and between the parties as follows:**

**TERMS AND CONDITIONS**

1. **Ownership of Property and Improvements.**- All improvements constructed on the Premises or otherwise on City property and related records, data, and other information acquired, under this Agreement will be and remain property of the City. Any intellectual property and all records, data, and other information associated with the processes OTA has developed in making such improvements, however, shall belong to OTA.
2. **Term of Agreement.** -The term of this Agreement shall be from \_\_\_\_\_, 2025 through December 31, 2025 (the “Term”). -Thereafter, this Agreement will be automatically renewed ~~for \_\_\_\_\_~~ terms of one year eachannually, unless earlier terminated as provided below.
3. **OTA Volunteers, Employees, and Agents.**- Volunteers, employees, (if any), and agents, (if any), assigned to provide services under this Agreement at the Park are volunteers, employees, and agents, of OTA. Volunteers, employees, and agents of OTA are not volunteers, employees or agents of the City. -OTA volunteers, employees, and agents assigned to provide services under this Agreement will be required by OTA to sign a Waiver and Release of Liability (the “Release”) on the form attached to this Agreement and OTA will deliver a copy of the Release to the City Parks & Recreation Director or Designee (“Park Director”) as Exhibit —B (abide by rules and the policies, and directives of OTA.)

OTA volunteers, employees, and agents are authorized to use their own tools, vehicles or equipment, including power tools, chainsaws and other powered equipment owned by them, or City owned hand tools (non-powered only) made available by the Park Director, to provide services within the Park, provided that the volunteers, employees and agents are properly trained and supervised by OTA. OTA agrees to comply with all Federal and State laws restricting the use of power tools by persons under the age of 18. OTA acknowledges that the City has no responsibility to train or supervise OTA volunteers, employees, and agents providing services to the City.

4. **OTA Services and Responsibilities;**~~Present Maintenance Duties:~~. OTA agrees to provide the following services:  
~~OTA agrees to provide the following services: including:~~
  - a. ~~To provide volunteer labor and supervision in the maintenance of the existing trail system and with approval of the Park Director to:~~  
~~conduct~~
    - a. To continue to maintain the current trails as it has done over the previous eleven years at its sole discretion and within its budget and the limited time and energy of its volunteers. Such activities may include:
      - i. conducting regular inspections of the trails and conditions which are hazardous or unsafe;
      - ii. ~~removeremoving~~ any downed trees on the trail;
      - iii. ~~useusing~~ the leaf blower to expose tread on the trail;

- iv. ~~perform~~performing trail repairs – including removing berms and cupped tread and reestablishing bench cut on slopes;
- v. ~~make~~making minor realignment of trail as required because of major deadfall, water damage, or unsuitable surface;
- vi. ~~trim~~trimming or ~~remove~~removing overhanging ~~branch removal~~branches;
- vii. ~~clear~~clearing away weeds with the weed whipper;
- viii. ~~provide~~providing water mitigation – construction or replacement of bridges, decking, culverts, ditches;
- ix. ~~restore~~restoring existing features – Log Piles, Jumps, Skinnies – as a result of decay or erosion;
- x. ~~provide~~providing winter grooming for Fat Tire bike use;
- xi. ~~upgrade~~upgrading signage and ~~replace~~replacing old, worn out signs; and
- xii. ~~conduct an annual litter cleanup~~

xii. Provide volunteer labor performing such other maintenance activities that do not interfere with other uses of the Park.

b. To continue to expand and supervision in the removal of add features to the trails as it sees fit but only upon receiving the written consent of the City to any such expansion plan or additional feature. Such consent may be provided by e-mail or text message.

b.c. OTA's volunteers are permitted to remove invasive plants –such Buckthorn and Honeysuckle, and: To the extent its volunteers are willing to provide this valuable service to the City, OTA will:

- i. develop and implement strategy leading to effective eradication of invasives within Kaplan's Woods—~~10-year plan~~;
- ii. train volunteers in plant identification and proper methods of removal including best practices in herbicide application; and

iii. Provide the City will provide herbicides for the removal of such invasive species upon request by OTA.

e.d. To provide and supervise OTA volunteers, employees, and agents in the construction and maintenance of ~~approved~~new technical features ~~and~~, alignment changes and expansion of the existing trail as well as the following:

- i. utilize tools owned by OTA members or those City hand tools (non-powered only) that may be made available by the City Parks and Recreation Director.
- ii. New technical features ~~and~~, alignment changes and expansion of the existing trail must conform to OTA guidelines and require the written consent of the City ~~approved designs~~. Such consent may be provided by e-mail or text message.

- d. ~~Work with the Parks and Recreation Director to develop a routine inspection and maintenance log report sheet for use by OTA volunteers, employees and agent for regularly scheduled inspections and maintenance to identify problems requiring maintenance or repair or closure of the trail until the problem is fixed. OTA agrees to deliver the report to the Park Director for further action.~~
  - e. ~~Tree Removal~~
  - e. With the prior approval of the Park Director, To remove trees per the following guidelines:
    - i. OTA shall obtain approval from the Park Director to cut live standing trees over 6 inches in diameter with the exception of invasive plants such Buckthorn and Honeysuckle.
    - ~~i.ii.~~ OTA may remove downed trees found on the trail so long as the removal work may be performed safely. -If there are any questions regarding safety of OTA activities, before proceeding, ~~OTA agrees to will~~ contact the Park Director or the City Public Works personnel on duty.
    - ~~ii. OTA shall obtain approval from the Park Director to cut live standing trees over X inches in diameter.~~
    - iii. OTA may cut ~~large tree limbs up to X inches in diameter which that~~ fall across the trail to clear passage for the trail, but shall leave in place the remaining portions of the trees, if possible, and provided it is safe to do so. OTA agrees to report and safety concerns to the Park Director. - OTA agrees to contact the Park Director about downed or hazardous trees which cannot be removed by OTA.
    - iv. The City will be responsible for removing trees which are larger than authorized to be removed by OTA or which otherwise cannot be removed by OTA.
  - f. ~~An OTA representative(s) may To~~ make recommendations to the Park Director as to when to close and re-open the trails due to unsafe or poor conditions or other unforeseen circumstances.
  - g. OTA agrees not to interfere with the enjoyment of Park users and agrees to abide by State law and City ordinances as applicable.
  - h. OTA agrees to take all necessary precautions to protect and preserve the Premises and public during performance of any services or activities within or use of the Premises as contemplated in this Agreement.
  - i. OTA will not conduct any services activities outside the Premises designated in Exhibit A without the written consent of the City.
5. **Insurance.** - OTA and its volunteers, employees or agents agree not to begin any services as part of the Program under this Agreement until OTA has obtained the insurance



required conveyed below which coverage needs to be maintained throughout the life of this Agreement.

- a. Workers' Compensation OTA agrees to obtain, statutory worker's compensation coverage for its employees and volunteers as required by law. If Minnesota Statutes, section 176.041 exempts OTA from Workers' Compensation insurance or if ~~the~~ OTA has no employees, OTA must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes OTA from the Minnesota Workers' Compensation requirements. -If during the course of this Agreement ~~the~~ OTA becomes eligible for Workers' Compensation, ~~the~~ OTA must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.<sup>1</sup>
- b. Liability Insurance OTA agrees to procure and maintain commercial general liability ("CGL") insurance coverage insuring OTA against claims for bodily injury or death, or for damage to property, which may arise out of operations by OTA, its employees, agents or volunteers or any subcontractor or anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this section, or required by law. -The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that ~~the~~ OTA's coverage shall be primary and noncontributory in the event of a loss.
- c. Required Coverages and Limits OTA agrees to provide City with a Certificate of Insurance showing the coverages and limits of liability specified below:

|                                    |                                                                                                                                                 |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Worker's Compensation              | Statutory Limits with Coverage B, Employees Liability Limits of \$500,000/accident, \$500,000/disease policy limit and \$500,000/each employee. |
| Commercial General Liability (CGL) | \$1 Million per occurrence and \$2 Million annual aggregate for bodily injury and property damage.                                              |

- d. Before beginning any work, OTA agrees to deliver to the City Certificates of insurance, showing evidence of the required insurance coverages, to be attached to this Agreement as Exhibit       .~~C.~~

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<sup>1</sup> As of the date of this Agreement, Minn. Stat. § 176.041 Subd. 16, exempts non-profit associations from the requirement to provide Workers' Compensation Insurance if it does not pay more than \$1,000 in salary or wages in a year.

- e. OTA's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Thirty (30) days prior written notice to the City.
  - f. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
  - g. OTA shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
  - h. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if ~~the~~ OTA is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against ~~the~~ OTA.
  - i. The City will reimburse OTA for all premiums associated with the coverage required above within thirty days of receiving proof of payment by OTA.
6. **City Responsibilities.**- During the term of this Agreement, the responsibilities of the City are as follows (All reviews and approvals as provided in this paragraph 6 shall be by the Park Director or the Director's designee):
- a. To promptly review and approve design and implementation plans for ~~all City approved~~ any trail expansions or new features presented by OTA ~~activities~~.
  - b. To loan hand-tools (non-powered only) for construction and maintenance activities, upon request and approval.
  - c. To provide City park maintenance staff support, if available, for approved work on a City approved schedule.
  - d. To review and approve recommended technical feature designs, construction schedules and bike trail maintenance schedules. To provide storage and access to the Rocon trail bike, trailer, and related equipment at Morehouse shed.
  - e. To recognize OTA's contributions under this Agreement in appropriate signage at an appropriate location in a manner approved by the City.
  - f. To display a message about ~~the~~ OTA organization and event opportunities in a manner approved by the City at a location approved by the City.

- g. To authorize OTA to have an informational display/booth at the trailhead for the purposes of providing information about OTA memberships as approved by the City. -Informational displays may be approved for City permitted events. Requests for permission for direct financial solicitation (membership sales) must be approved in advance by the Park Director and must comply with all applicable state and local laws. The City, as determined by the Park Director may limit the size of the display, location, times, dates, number of days, and information provided.
  - h. To notify OTA of trail closures, park closures, facility closures and/or events, which affect the use of the park system for posting on ~~the~~ OTA web site and/or OTA social media.
  - i. The City will maintain the parking areas for the Park.
- 7. **Funding.** -The parties may cooperate to seek public or private funding sources for the Program whether from third-party grants or resources of one or more of the parties. -It is understood that any funds designated to the Program are subject to approval by the City Council in its sole judgment and discretion. -The City will generally not be responsible for any costs and expenses associated with maintaining soft surface trails other than as provided in this Agreement. -OTA is responsible for all costs and expenses associated with its services and activities as part of the Program and under this Agreement and there shall be no reimbursement from the City for the same during the Term hereof or following termination hereof except for the insurance premiums as set forth above.
- 8. **Damage to Equipment.** - OTA agrees to be responsible for any loss or damage to equipment, including vehicles, used by OTA in relation to providing any services pursuant to this Agreement. -Uninsured losses or damages to equipment shall be paid by the party owning the equipment. -A party providing a motor vehicle, other than the Rocon and Sno-Dog groomer or similar motorized devices, for use pursuant to this Agreement shall be responsible for providing liability insurance coverage for the specific vehicle. Each party waives the right to sue the other party for any damages to or loss of its equipment.
- 9. **Signage.** -OTA agrees not to erect any signs within the Premises without the express written consent and approval of the Park Director except for trail maps and intersection markers.
- 10. **Conditions of Premises “As Is” and Not Warranted.** - The City does not warrant that the Premises are suitable for the purposes for which it is permitted to be used or the services provided by OTA under this Agreement. -OTA understands and acknowledges that this Agreement grants it only a terminable license to use the Premises to provide the services for the Program and no other purposes.

11. **Conditions.** - The non-exclusive license granted to OTA to provide services on the Premises depicted in Exhibit A for the purpose stated above is subject to the following conditions:
- a. OTA agrees not to commence any work authorized by this Agreement within the Premises related to ~~the improvement~~trail expansion or new features until it has obtained all required approvals and permits as required by the City. -OTA agrees to submit plans and specifications for ~~OTA's~~any such improvements and any future alterations or modifications to the Park Director.- All improvements shall comply with applicable law and City ordinances.
  - b. OTA agrees to take all necessary precautions to protect and preserve the Premises and immediately adjacent property during any services activities within or use of the Premises as contemplated in this Agreement.
  - c. OTA agrees to take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Premises and shall keep the Premises free from refuse during any services activities undertaken by OTA within the Premises.
  - d. OTA agrees not to conduct any work authorized by this Agreement in a manner so as to insure the least obstruction to and interference with present and continued use of the Park as a public park.
  - ~~e. -OTA agrees to notify Gopher State One Call prior to conducting any digging or excavation necessary to construct, install, maintain, operate or repair the improvements and comply with the requirements thereof.~~
12. **Non-Interference.** - OTA agrees not to interfere with the right of the City's officers or employees to enter upon the Premises at any time for the purpose of inspecting the improvements or services provided by OTA. -The City may order the immediate cessation of any services, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public. -The City may order OTA to correct any project or work to comply with the scope of this Agreement or other applicable standards, conditions or laws.
13. **Public Trails.** -The parties intend that the soft surface trails constructed and maintained pursuant to this Agreement be available to the public without any user fees or the purchase of a trail pass. -The soft surface trail system ~~may~~will primarily be used by off-road bicyclists, hikers, runners, snowshoers, cross-country skiers, or for other pedestrian, bike and non-motorized uses that are consistent with the primary use of a trail- and do not cause it damage. While carefully designed to ~~IMBA standards~~prevent erosion, the soft surface trails are susceptible to damage from overuse or from any use during wet conditions, and for this reason should not be used for mass start races or any events which by their nature would place a large number of racers or users on the trails at the same time under wet conditions.

14. **Termination of Agreement.** Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of early termination, ~~OTA~~ shall not receive any compensation that has not been paid prior to the date of termination except for unreimbursed insurance premiums.
15. **Default.** - If OTA fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein, in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. ~~Unless~~ OTA's default is excused by the City, the City may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the City under this Agreement or law.
16. **Hold Harmless Agreement.** -Each party agrees that it will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. ~~OTA~~ acknowledges the risks and hazards associated with OTA, its volunteers, employees and agents providing the services and responsibilities contained in this Agreement and hereby assumes any and all risks and hazards associated therewith. ~~OTA~~ hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by OTA as a result of the performance of its own operations, services or activities or the operation, services or activities of its agents, volunteers or employees under this Agreement, including any act or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents, volunteers or employees, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related to ~~the~~ OTA's services provided under this Agreement and the improvements to be installed, constructed, operated and maintained therein, except those resulting from gross ~~negligence~~ or intentional misconduct of the City.

OTA further agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from OTA's performance or failure to perform its obligations under this Agreement; but only to the extent primarily caused by the negligent acts, errors, or omissions of OTA or anyone for whose acts OTA may be liable.

The City agrees to defend and indemnify OTA, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the City's performance or failure to perform its obligations under this Agreement; but only to the extent primarily caused by the negligent acts, errors, or omissions of the City or anyone for whose acts the City may be liable.

Nothing herein shall be construed to constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses for the City.

## 17. General Terms.

- a. RECITALS. -The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. VOLUNTARY AND KNOWING ACTION. -The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. AUTHORIZED SIGNATORIES. -The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. MECHANIC'S LIENS. -OTA hereby covenants and agrees that ~~the~~ OTA will not permit or allow any mechanic's or materialman's liens to be placed on the Premises or any City interest in the City's property during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by OTA. -Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, ~~the~~ OTA shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that ~~the~~ OTA may contest any such lien provided ~~the~~ OTA first provides adequate security protecting the City against such lien.
- e. NOTICES. - The parties' representatives for notification for all purposes are:

**City:**

Name: \_\_\_\_\_

Position: Parks and Recreation Director

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**OTA:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth in this Agreement.

- f. **ASSIGNMENT OR TRANSFER OF AGREEMENT.** -OTA shall have no right to assign its interest in this Agreement without the prior written consent of the City.
- g. **MODIFICATIONS/AMENDMENT.** -Any alterations, variations, modifications, amendments or waivers of the provisions of this AGREEMENT shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and OTA.
- h. **INDEPENDENT CONTRACTOR STATUS.** -OTA, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. -No statement contained in this Agreement shall be construed so as to find OTA to be an employee of the City, and OTA shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. -OTA acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due OTA, and that it



is OTA's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

- i. CUMULATIVE RIGHTS.- Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or ~~the~~ OTA is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. RECORDS—AVAILABILITY AND RETENTION. -Pursuant to Minn. Stat. § 16C.05, subd. 5, OTA agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of OTA and involve transactions relating to this Agreement. -OTA agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- k. COMPLIANCE WITH LAWS. -OTA shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff or volunteers for which OTA is responsible.
- l. GOVERNING LAW. -This Agreement shall be deemed to have been made and accepted in Steele County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- m. DATA PRACTICES. -The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- n. NO WAIVER. -Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- o. SEVERABILITY. -The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.- Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.



- p. ENTIRE AGREEMENT. -These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof.- All discussions and negotiations are deemed merged in this Agreement.
- q. HEADINGS AND CAPTIONS.- Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- r. SURVIVABILITY. -All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and OTA arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- s. FORCE MAJEURE. -Neither party shall be held responsible for losses resulting if the fulfillment of any terms or conditions of this Agreement are delayed or prevented by any cause, event or circumstance not within the reasonable control of the party whose performance is interfered with (each a “force majeure event”), including without limitation, acts of God, war, pandemic, insurrections, hostilities, riots, severe weather, floods, fire or tornados.

*[Signature page to follow]*

OWATONNA TRAIL ASSOCIATION, INC.

Date:\_\_\_\_\_

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of Owatonna Trails Association, Inc., a \_\_\_\_\_ under the laws of the State of Minnesota.

Notary Public

**CITY OF OWATONNA**

Date:\_\_\_\_\_

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 2025, by Matt Jessop and Kris M. Busse, respectively the Mayor and City Administrator, on behalf of the City of Owatonna, a municipal corporation under the laws of the State of Minnesota.

---

Notary Public

**EXHIBIT A**  
**DEPICTION OF PREMISES**

**EXHIBIT B**  
**VOLUNTEER WAIVER AND RELEASE AGREEMENT**

**This Document Affects Your Legal Rights. Read Carefully Before Signing.**

**I wish to volunteer with Owatonna Trails Association, Inc. (“OTA”) to assist the City of Owatonna (the “City”) with trail development, construction, operation and maintenance services and activities in the Kaplan Woods Park (the “Park”) pursuant to that certain Service Agreement between the City and OTA, dated \_\_\_\_\_, 2025 (the “OTA Agreement”) and associated applicable rules (the “Program”).- I state and affirm that:**

1. My participation in the Program is voluntary and on OTA’s and the City’s behalf. -I agree to be subject to OTA’s and the City’s direction and control. -I have read~~the~~ OTA Agreement and applicable guidelines and rules for my participation in the Program. I am a validly registered participant in the Program and volunteer with OTA. -I understand and acknowledge that I will be providing certain services to the City, but am a volunteer with OTA as the service provider. -I will abide by all rules and regulations imposed on the participants in the Program and acknowledge that failure to do so will result in my removal from the Program by OTA.
2. I understand and acknowledge the Program I am about to voluntarily engage in as a volunteer has certain risks and hazards, including but not limited to, minor or serious personal injury, even death, as well as property loss as I will be involved in the physical activity of trail construction, operation and maintenance. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property. -I nevertheless freely and voluntarily assume the aforesaid risks and hazards and accordingly my participation in the Program shall be entirely at my own risk. -I acknowledge that I am physically able to participate in the Program.
3. In the event that I am injured while participating in the Program,~~the~~ OTA or the City may, but is not required to, secure such medical advice and services for me as it, in its judgment and discretion, may deem necessary for my health and safety, and I shall be financially responsible for all such advice and services.

4. In consideration of being allowed to participate in this Program, I hereby personally assume all risks in connection with my participation in this Program, and I hereby agree to hold OTA and the City, its officials, employees, agents and contractors harmless, and I waive any right to make claims or bring lawsuits against OTA or the City or anyone working on behalf of OTA or the City for any injuries or damages related to the alleged negligence of OTA or the City or for any expense or liability OTA or the City may incur as a result of my conduct, actions or omissions while performing any services or activities in the Program.
5. This waiver of liability does not waive liability for any injuries that I obtain as the result of the gross negligence or willful, wanton or intentional misconduct by OTA or the City or any person acting on behalf of OTA or the City.
6. **I understand that entering into and signing this document affects my legal rights and results in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.**
7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
8. **MY SIGNATURE INDICATES I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, ACKNOWLEDGE THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY ORAL REPRESENTATIONS, AND AGREE TO BE BOUND BY ITS TERMS.**

Name \_\_\_\_\_  
(Please Print Full Name)

Address \_\_\_\_\_  
Street City State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Notice: If participant/volunteer is under 18 years old or has a legal guardian, this waiver and release must be co-signed by a parent or guardian.**

**I certify that I am the parent or legal guardian of the above individual and hereby consent to the above individual's participation in the Program. I have read and understand this Waiver and Release Agreement and I agree to be bound by the terms stated therein.**

\_\_\_\_\_  
Name of Parent/Guardian (Please Print)

\_\_\_\_\_  
Signature of Parent/Guardian

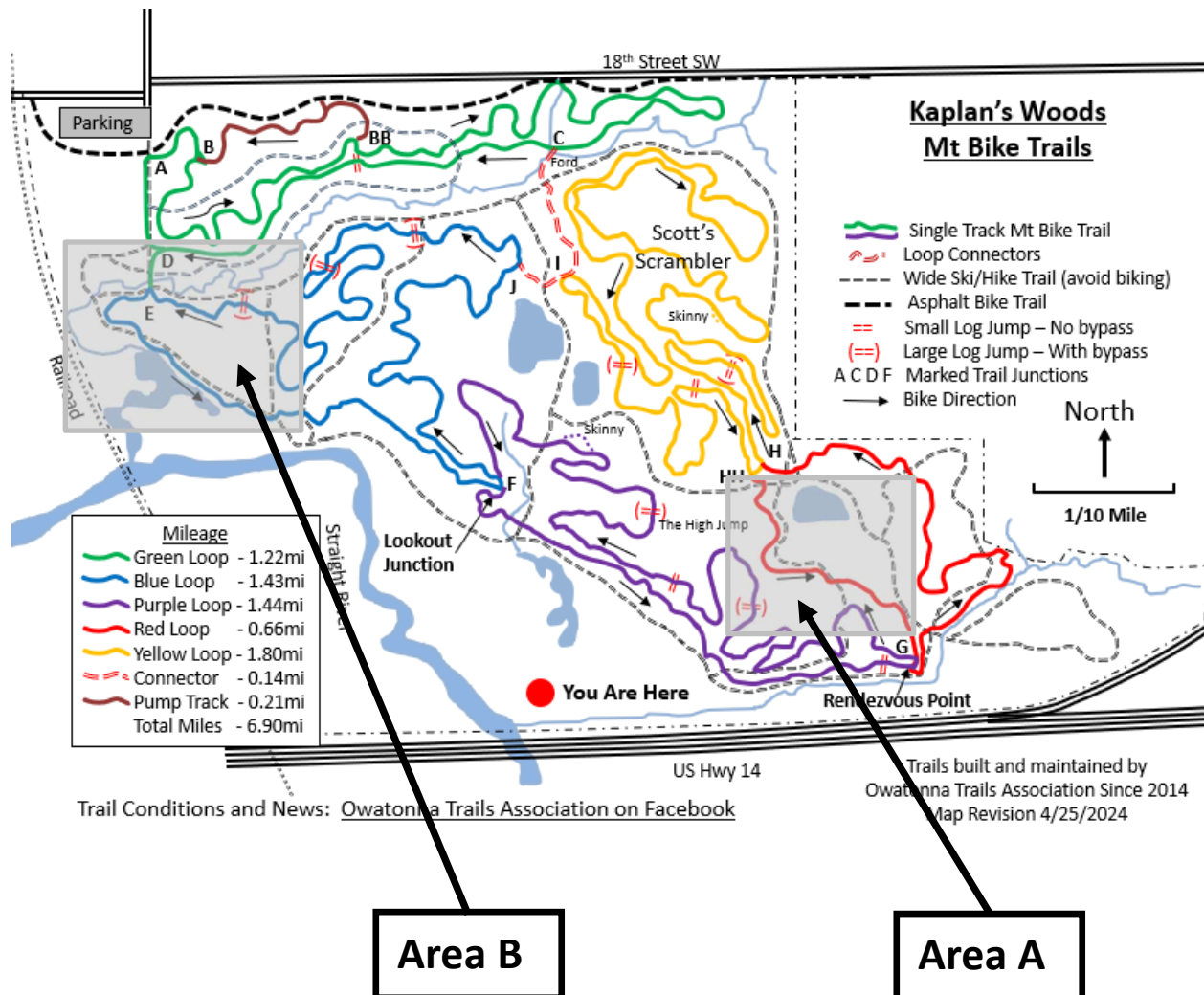
\_\_\_\_\_  
Date

**EXHIBIT C**  
**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

# Kaplan's Woods Mountain Bike Trail Expansion – 2025

Presented by Owatonna Trails Association

Owatonna Trails Association (OTA) proposes to expand the mountain bike trail system in Kaplan's Woods in two specific areas during 2025. Those areas are depicted below with detail discussion in the pages to follow.





## Trail Expansion – Area A

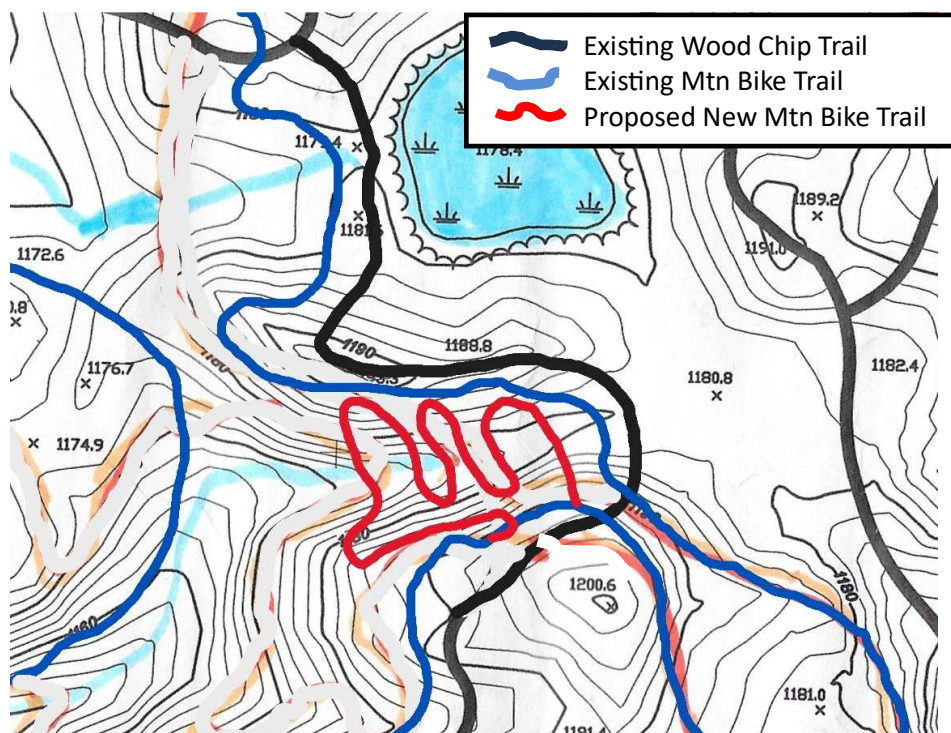
**Projected Time Line: Spring 2025**

**Projected Length: 0.25 miles**

### Description of Project

This new trail segment is destined to be a favorite. A natural valley provides for some fast descents followed by a quick deceleration as one climbs the opposite slope. A banked turn at the top of the ascent turns the rider back down into another descent and back up the same side of the valley where he had came from. The proposal includes a total of six stretches from one side of the valley to the other somewhat like a Half-Pipe in snowboarding, but without the arial stunts.

The area consists of mature native trees with little underbrush and few downed trees. Finding a suitable line will not be a problem. The downed timber that does exist can mostly be avoided. The primary challenge in developing this trail segment is mitigating water and soggy soil at the bottom of the valley. The valley is U-shaped and wet conditions exist for up to 25 feet across the bottom. OTA proposes to raise the trail elevation about 8" and utilize wetland decking to traverse the wet soil. This will be required at each of the six crossings. We plan to use 2x10 x 12-ft treated lumber resting on 4x6 treated sleepers to bridge over the wet area. This deck will be three boards wide achieving a 28" width that has proven to be safe for all riders. An elevated soil ramp will provide access to the decking. See photo below of an existing deck presently in this same valley. The soil required to elevate the trail will be excavated on site by creating a deeper channel for rain water runoff. This deeper channel will serve to lower the water table thus reducing the width of the soggy bottom and ensure a solid trail surface.





Half-Pipe Valley – Looking East



Wet Land Decking



## Trail Expansion – Area B

**Projected Time Line: Fall 2025**

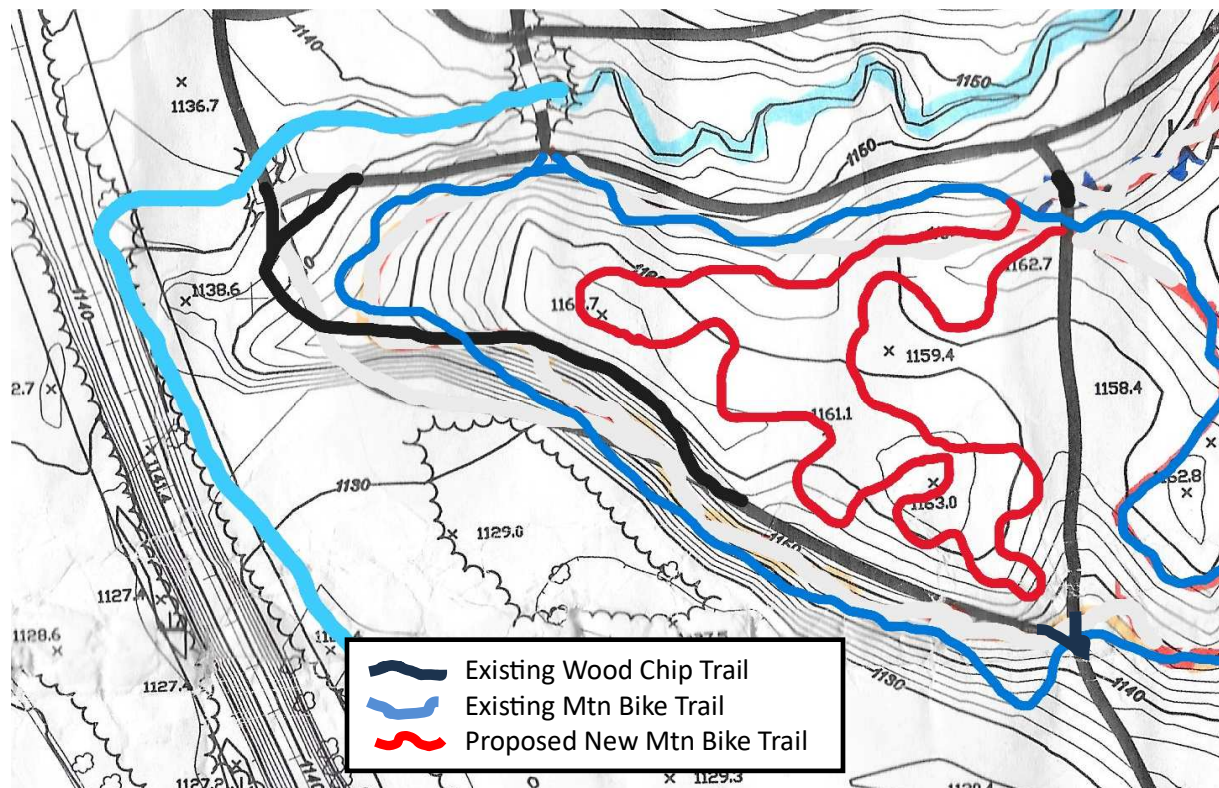
**Projected Length: 0.4 miles**

### Description of Project

This is a straight forward project. Soils are well drained on the top of this hill. No trail elevation, ditches, or culverts will be required. There are only minor slopes and very little bench cutting will be required. As a result, soil disruption will be minimal.

The area is heavily infested with the invasive Buckthorn. There are numerous dead and downed Buckthorn from previous efforts to thin, yet there are many more still standing and alive. The principal effort to create this trail segment involves pulling Buckthorn smaller than 1-1/2" diameter out by their roots using weed wrenches. Buckthorn too large for the weed wrench will be saw cut and the stumps treated with the herbicide Triclopyr for an effective kill. Dead and downed trees will be cut clear of the trail. Efforts will be made to remove all Buckthorn in this area and not just what is needed for the trail corridor. No living native trees will be removed in this project.

The amount of dead wood presently on the forest floor and additional invasive trees that will be cut is extensive. We would like to further propose that the Owatonna Park Department offer to bring in the wood chipper and grind up a good portion of this wood and haul the chips away. OTA will drag all trees and wood to a central area for processing.



| <b>Aquatics</b>                                                | <b>Current<br/>Approved Fee</b> | <b>Updated Fee</b> | <b>Updated Fee<br/>Effective Date</b> | <b>Cost<br/>Recovery<br/>Model</b> |
|----------------------------------------------------------------|---------------------------------|--------------------|---------------------------------------|------------------------------------|
| <b>River Spring Waterpark Admission</b>                        | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Daily Fee 48" and up (per person)                              | \$7.50                          |                    |                                       | 3                                  |
| Daily fee under 48" (per person)                               | \$5.50                          |                    |                                       | 3                                  |
| Daily fee 5pm-close (per person)                               | \$5.00                          |                    |                                       | 3                                  |
| <b>River Springs Water Park Season<br/>Pass</b>                | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Individual                                                     | \$90.00                         |                    |                                       | 3                                  |
| Standard season pass (Family of 3)                             | \$190.00                        |                    |                                       | 3                                  |
| Standard season pass - each additional<br>family member        | \$23.00                         |                    |                                       | 3                                  |
| Nanny Pass                                                     | \$50.00                         |                    |                                       | 3                                  |
| Lake Kohlmier PLUS Pass-Per Person                             | \$18.00                         |                    |                                       | 3                                  |
| <b>Punch Cards</b>                                             | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Punch Card (10 punches)                                        | \$70.00                         |                    |                                       | 3                                  |
| Punch Card (30 punches)                                        | \$180.00                        |                    |                                       | 3                                  |
| <b>River Springs Waterpark<br/>Programming</b>                 | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Log Rolling                                                    | \$4.00                          |                    |                                       | 3                                  |
| Tiny Tot Time 48" and above                                    | \$7.50                          |                    |                                       | 3                                  |
| Tiny Tot Time under 48"                                        | \$5.50                          |                    |                                       | 3                                  |
| Lap Swim/Water Walking                                         | \$4.00                          |                    |                                       | 3                                  |
| Morning Water Aerobics                                         | \$4.00                          |                    |                                       | 3                                  |
| Evening Water Aerobics                                         | \$5.00                          |                    |                                       | 3                                  |
| <b>River Springs Birthday Party</b>                            | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Birthday Party 5-9 guests (tax was<br>included in 2022 prices) | \$95.00                         |                    |                                       | 4                                  |
| Birthday Party 10-15 guests                                    | \$135.00                        |                    |                                       | 4                                  |
| Birthday Party 16-25 guests                                    | \$170.00                        |                    |                                       | 4                                  |
| Birthday Party 26-35 guests                                    | \$230.00                        |                    |                                       | 4                                  |
| <b>River Springs Group Rates</b>                               | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| Group Rate 20-40 Guests                                        | \$5.00                          |                    |                                       | 4                                  |
| Group Rate 41+ Guests                                          | \$4.50                          |                    |                                       | 4                                  |
| <b>River Springs Waterpark Private<br/>Rental</b>              | <b>2025 Season<br/>Fee</b>      |                    |                                       |                                    |
| 2 Hour Private Rental (0-200 people)                           | \$1,170.00                      |                    |                                       | 4                                  |

|                                                                                     |                                 |  |  |   |
|-------------------------------------------------------------------------------------|---------------------------------|--|--|---|
| 2 Hour Private Rental (201-300 people)                                              | \$1,607.50                      |  |  | 4 |
| 2 Hour Private Rental (301-400 people)                                              | \$2,045.00                      |  |  | 4 |
| 2 Hour Private Rental (401-500 people)                                              | \$2,552.00                      |  |  | 4 |
| 2 Hour Private Rental (501-600 people)                                              | \$3,027.50                      |  |  | 4 |
| 2 Hour Private Rental (601-715 people)                                              | \$3,537.50                      |  |  | 4 |
| 4 Hour Private Rental (0-200 people)                                                | \$1,452.00                      |  |  | 4 |
| 4 Hour Private Rental (201-300 people)                                              | \$1,968.00                      |  |  | 4 |
| 4 Hour Private Rental (301-400 people)                                              | \$2,484.00                      |  |  | 4 |
| 4 Hour Private Rental (401-500 people)                                              | \$2,944.00                      |  |  | 4 |
| 4 Hour Private Rental (501-600 people)                                              | \$3,404.00                      |  |  | 4 |
| 4 Hour Private Rental (601-715 people)                                              | \$3,980.00                      |  |  | 4 |
| <b>River Springs Waterpark Private Lap Lane Rental</b>                              | <b>2025 Season Fee</b>          |  |  |   |
| 1 Hour - per lane (during staffed hours)                                            | \$18.00                         |  |  | 4 |
| 1 Hour - per lane (during private hours)                                            | \$18.00 + Lifeguard Rental Rate |  |  | 4 |
| <b>West Hills Pool</b>                                                              |                                 |  |  |   |
| Water Aerobics – One Day/Week                                                       | \$5.50                          |  |  | 3 |
| Water Aerobics – Two Days/Week                                                      | \$11.00                         |  |  | 3 |
| Water Aerobics – Three Days/Week                                                    | \$16.50                         |  |  | 3 |
| <b>Owatonna Middle School Pool (OMS)</b>                                            |                                 |  |  |   |
| Lap Swim                                                                            | \$5.00                          |  |  | 3 |
| Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times) | \$80.00                         |  |  | 3 |
| Open Swim                                                                           | \$5.00                          |  |  | 3 |
| Lifeguard Rental                                                                    | \$26.00                         |  |  | 4 |
| <b>Swimming Lessons</b>                                                             |                                 |  |  |   |

|                                           |                      |  |  |   |
|-------------------------------------------|----------------------|--|--|---|
| Swimming Lessons                          | \$48.00              |  |  | 2 |
| Private Swimming Lessons (1 person)       | \$115.00             |  |  | 4 |
| Private Swimming Lessons (2 people)       | \$175.00             |  |  | 4 |
| <b>Red Cross Training</b>                 |                      |  |  |   |
| Lifeguard Training (BL)                   | \$195.00             |  |  | 4 |
| Lifeguard Review                          | \$130.00             |  |  | 4 |
| WSI (BL)                                  | \$235.00             |  |  | 4 |
| Lifeguard Instructor Training             | \$225.00             |  |  | 4 |
| CPR/AED/First Aid Certification           | \$95.00              |  |  | 4 |
| CPR/AED/First Aid Instructor              | \$280.00             |  |  | 4 |
| CPR/AED/First Aid Certification Challenge | \$65.00              |  |  | 4 |
| <b>Aquatic Programs &amp; Events</b>      |                      |  |  |   |
| Egg Splash                                | \$2 per person       |  |  | 2 |
| Ducky Dash                                | RSWP Daily Admission |  |  | 2 |
| The Lazy Mile                             | \$5.00               |  |  | 4 |
| Pool Bingo                                | \$5.00               |  |  | 4 |

| <b>West Hills Tennis &amp; Pickleball Center</b>       | <b>Current Approved Fee</b>           | <b>Updated Fee</b>                    | <b>Updated Fee Effective Date</b> | <b>Cost Recovery Model</b> |
|--------------------------------------------------------|---------------------------------------|---------------------------------------|-----------------------------------|----------------------------|
| <b>Season Passes<br/>(does not include tax)</b>        | <b>Sept 1, 2024 - August 31, 2025</b> | <b>Sept 1, 2025 - August 31, 2026</b> |                                   |                            |
| Tennis/Pickleball Couple (9 months) Sept 1-May 31      | \$403.25                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Couple (12 months) Sept 1-Aug 31     | \$429.25                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Family (9 months) Sept 1-May 31      | \$437.24                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Family (12 months) Sept 1-Aug 31     | \$476.89                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Individual (9 months) Sept 1-May 31  | \$312.35                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Individual (12 months) Sept 1-Aug 31 | \$340.67                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Junior (9 months) Sept 1-May 31      | \$176.13                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Junior (12 months) Sept 1-Aug 31     | \$190.81                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Couple (5 months) Jan 1-May 31       | \$252.00                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Family (5 months) Jan 1-May 31       | \$271.00                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Individual (5 months) Jan 1-May 31   | \$193.65                              | No changes for 25/26 Season           |                                   | 4                          |
| Tennis/Pickleball Junior (5 months) Jan 1-May 31       | \$109.20                              | No changes for 25/26 Season           |                                   | 4                          |

|                                         |         |                                        |  |   |
|-----------------------------------------|---------|----------------------------------------|--|---|
| Ball Machine (per half hour)            | \$3.00  | <i>No changes for<br/>25/26 Season</i> |  | 4 |
| Guest Rate Individual Month Pass        | \$56.00 | <i>No changes for<br/>25/26 Season</i> |  | 4 |
| Guest Rate (2 hours of play per person) | \$19.00 | <i>No changes for<br/>25/26 Season</i> |  | 4 |



| Brooktree Golf Course                                                                                    | Current<br>Approved Fee                                                                                                                         | Updated Fee | Updated Fee<br>Effective Date | Cost<br>Recovery<br>Model |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------|---------------------------|
| <b>Season Passes</b><br>(does not include \$15 surcharge per person or tax)                              | <b>2025 Season<br/>Fee</b>                                                                                                                      |             |                               |                           |
| All Green Fee Season Passes: Purchase 2025 Season Pass between December 1 - 31, 2024 at 2024 Season Fees | <i>2024 Season<br/>Fees Apply</i>                                                                                                               |             |                               | 4                         |
| Adult (Base) Age 33-61                                                                                   | \$975.00                                                                                                                                        |             |                               | 4                         |
| Senior Age 62+                                                                                           | \$876.00                                                                                                                                        |             |                               | 4                         |
| Senior Age 62-79                                                                                         | <i>Discontinued/<br/>combined with<br/>Senior 62+</i>                                                                                           |             |                               | 4                         |
| Super Senior Age 80+                                                                                     | <i>\$780<br/>(Discontinued/<br/>combined with<br/>"Senior Age<br/>62+", except for<br/>2024 Super<br/>Senior pass<br/>holders<br/>renewing)</i> |             |                               | 4                         |
| Young Adult Age 26-32                                                                                    | \$730.00                                                                                                                                        |             |                               | 4                         |
| Future Age 18-25                                                                                         | \$487.00                                                                                                                                        |             |                               | 4                         |
| Junior Age 5-17                                                                                          | \$341.00                                                                                                                                        |             |                               | 4                         |
| Weekday Monday - Friday only                                                                             | \$780.00                                                                                                                                        |             |                               | 4                         |
| Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each dependent child to age 25)    | <i>Base + \$275.00<br/>each</i>                                                                                                                 |             |                               | 4                         |
| Additional Child 5-17                                                                                    | Base + \$137.00<br>each                                                                                                                         |             |                               | 4                         |

|                                                                                                                                                                         |                                                        |  |  |   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--|--|---|
| Patron Card<br>*25% discount on all green fees (does not apply to cart rentals; non-transferrable/card holder only)<br>*10% discount on merchandise (no special orders) | \$102.00                                               |  |  | 4 |
| <b>Carts (Does not include tax)</b>                                                                                                                                     | <b>2025 Season Fee</b>                                 |  |  |   |
| Annual Trail Fee – Personal Cart                                                                                                                                        | \$385.00                                               |  |  | 4 |
| Daily Trail Fee - Personal Cart                                                                                                                                         | \$13.00                                                |  |  | 4 |
| Annual Cart – Single (½ cart)                                                                                                                                           | \$500.00                                               |  |  | 4 |
| 9-Hole Cart Rental                                                                                                                                                      | \$13.00                                                |  |  | 4 |
| 18-Hole Cart Rental                                                                                                                                                     | \$20.00                                                |  |  | 4 |
| Pull Cart Rental - 9 Hole                                                                                                                                               | \$5.00                                                 |  |  | 4 |
| Pull Cart Rental - 18 Hole                                                                                                                                              | \$9.00                                                 |  |  | 4 |
| <b>Green Fees (Includes surcharge, does not include tax)</b>                                                                                                            | <b>2025 Season Fee</b>                                 |  |  |   |
| 9-Holes Weekday (M-F)                                                                                                                                                   | \$25.00                                                |  |  | 4 |
| 9-Holes Weekend and Federal Holidays                                                                                                                                    | \$30.00                                                |  |  | 4 |
| 18-Holes Weekday (M-F)                                                                                                                                                  | \$38.00                                                |  |  | 4 |
| 18-Hole Weekend and Federal Holidays                                                                                                                                    | \$43.00                                                |  |  | 4 |
| Junior Rate (5-17)                                                                                                                                                      | 50% of Standard Rate                                   |  |  | 4 |
| Senior rate (62+)                                                                                                                                                       | 90% of Standard Rate                                   |  |  | 4 |
| <b>Demand Based Specials - Requires Manager Approval (includes surcharge, does not include tax)</b>                                                                     | <b>2025 Season Fee</b>                                 |  |  |   |
| Discount based on current Tee Time demand and patterns                                                                                                                  | <i>up to 25% off standard Green Fee and Cart Rates</i> |  |  | 4 |
| <b>Standard Specials - (includes surcharge, does not include tax)</b>                                                                                                   | <b>2025 Season Fee</b>                                 |  |  |   |
| Buck-a-Hole Special 9-Holes ( <i>Week of Aeriating Greens &amp; October 1 thru end of season end</i> )                                                                  | \$9.00                                                 |  |  | 4 |

|                                                                                                                         |                                              |  |  |   |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--|--|---|
| Buck-a-Hole Special 18-Holes ( <i>Week of Aeriating Greens &amp; October 1 - season end</i> )                           | \$18.00                                      |  |  | 4 |
| Course Events and Programs                                                                                              | <i>\$0-\$75 on Green Fees and Cart rates</i> |  |  | 4 |
| <b>Lessons:</b>                                                                                                         | <b>2025 Season Fee</b>                       |  |  |   |
| 1 hour lesson                                                                                                           | \$40.00                                      |  |  | 4 |
| 5 package - 1 hour lesson                                                                                               | \$150.00                                     |  |  | 4 |
| <b>Tournament:</b> Minimum of 10 teams/40 golfers required to qualify for tournament rates (Prices do not include tax.) | <b>2025 Season Fee</b>                       |  |  |   |
| 18-Holes Weekend & Holidays (Thru Labor Day) - Base Rate                                                                | \$60.00                                      |  |  | 4 |
| 18-Holes Weekend & Holidays (Post Labor Day)                                                                            | <i>15% off Base Rate</i>                     |  |  | 4 |
| 18-Holes Weekday (Thru Labor Day)                                                                                       | <i>15% off Base Rate</i>                     |  |  | 4 |
| 18-Holes Weekday (Post Labor Day)                                                                                       | <i>30% off Base Rate</i>                     |  |  | 4 |
| 9-Holes Weekday (Thru Labor Day) - Base Rate                                                                            | \$35.00                                      |  |  | 4 |
| 9-Holes Weekday (Post Labor Day)                                                                                        | <i>15% off Base Rate</i>                     |  |  | 4 |
| 18-Holes                                                                                                                | <i>Discontinue</i>                           |  |  | 4 |
| Carts for Riders/Spectators (40 or less Carts needed)                                                                   | <i>Standard Cart Rental Rates</i>            |  |  | 4 |
| Carts for Riders/Spectators (41+ Carts needed)                                                                          | \$48.00                                      |  |  | 4 |
| Big Cup Event (additional fee)                                                                                          | \$275.00                                     |  |  | 4 |
| <b>Group Outtings:</b> Minimum of 16 golfers is required to qualify for large group rates (Prices do not include tax.)  | <b>2025 Season Fee</b>                       |  |  |   |
| 18-Holes w/Cart Weekday (Thru Labor Day)                                                                                | <i>15% off Standard Green Fees</i>           |  |  | 4 |
| 18-Holes w/Cart Weekday (Post Labor Day)                                                                                | <i>20% off Standard Green Fees</i>           |  |  | 4 |

|                                                        |                                            |  |  |   |
|--------------------------------------------------------|--------------------------------------------|--|--|---|
| 18-Holes w/Cart Weekend & Holidays<br>(Thru Labor Day) | <i>10% off<br/>Standard Green<br/>Fees</i> |  |  | 4 |
| 18-Holes w/Cart Weekend & Holidays<br>(Post Labor Day) | <i>15% off<br/>Standard Green<br/>Fees</i> |  |  | 4 |

| Rentals                                                                                                | Current<br>Approved Fee | Updated Fee | Effective Date | Cost<br>Recovery<br>Model |
|--------------------------------------------------------------------------------------------------------|-------------------------|-------------|----------------|---------------------------|
| <b>Shelters</b>                                                                                        |                         |             |                |                           |
| Daily Rental-Small Pavilion                                                                            | \$80.00                 |             |                | 4                         |
| Daily Rental- Large Pavilion                                                                           | \$100.00                |             |                | 4                         |
| Morehouse Chalet                                                                                       | \$175.00                |             |                | 4                         |
| Central Park Stage                                                                                     | \$250.00                |             |                | 4                         |
| <b>Tennis &amp; Fitness Center</b>                                                                     |                         |             |                |                           |
| Fitness Center Activity Room                                                                           | \$45 per hour           |             |                | 4                         |
| Basketball Court per hour                                                                              | \$45 per hour           |             |                | 4                         |
| Tennis/Pickleball Court – Group Rental per<br>hour (2 weeks or more in advance)                        | \$22.00                 |             |                | 4                         |
| Tennis/Pickleball Court – Group Rental<br>per hour (less than 2 weeks in advance)                      | \$24.00                 |             |                | 4                         |
| Tennis/Pickleball Court - Group Rental<br>per hour Facility Hold Rate (available May-<br>October only) | \$25/hour               |             |                | 4                         |
| Swimming Pool                                                                                          | \$70 per hour           |             |                | 4                         |
| <b>Social Commons</b>                                                                                  |                         |             |                |                           |
| Multipurpose Room Standard Rate per<br>hour                                                            | \$60.00                 |             |                | 4                         |
| Multipurpose Room Non-Profit Rate per<br>hour                                                          | \$40.00                 |             |                | 3                         |
| Multipurpose Room with Kitchen<br>Standard Rate per hour                                               | \$75.00                 |             |                | 4                         |
| Multipurpose Room with Kitchen Non-<br>Profit Rate per hour                                            | \$55.00                 |             |                | 3                         |
| West Meeting Room 2 <sup>nd</sup> floor Standard<br>Rate per hour                                      | \$40.00                 |             |                | 4                         |
| West Meeting Room 2 <sup>nd</sup> floor Non-Profit<br>Rate per hour                                    | \$30.00                 |             |                | 3                         |
| Program Room 2 – Standard Rate per<br>hour                                                             | \$20.00                 |             |                | 4                         |
| Program Room 2 – Non-Profit Rate per<br>hour                                                           | \$15.00                 |             |                | 3                         |
| Board Room – Standard Rate per hour                                                                    | \$40.00                 |             |                | 4                         |
| Board Room – Non-Profit Rate per hour                                                                  | \$30.00                 |             |                | 3                         |

| Lake Kohlmier                                                            | 2025 Season Fee                   |          |          |   |
|--------------------------------------------------------------------------|-----------------------------------|----------|----------|---|
| Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)  | \$6.50                            |          |          | 3 |
| Summer Individual Pass                                                   | \$25 + Tax                        |          |          | 3 |
| Large Group Rental                                                       | \$115 for 2 hours<br>(10 vessels) |          |          | 4 |
| LK Plus Pass (included in RSWP Section)                                  | \$18.00 per person                |          |          | 4 |
| <b>Programs</b>                                                          |                                   |          |          |   |
| Rec on the Go - Private Use Rental (2 hours use + 1 hour setup/clean up) | NA                                | \$250.00 | 5/7/2025 | 4 |

| Diamond Fields Rental                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Current<br>Approved Fee | Updated Fee | Effective Date | Cost<br>Recovery<br>Model |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|----------------|---------------------------|------------|---|---|--|---------|---|---|--|----------|---|---|---|-------------|---|---|--|-------------|---|---|--|------------|---|--|--|--------|---|--|--|-----------|---|--|--|-----------------|---|--|--|-----------|---|---|--|----------------|---|---|---|------------|---|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----|
| <p><b>Games:</b> Game Standard rental is per game and includes the following:</p> <ul style="list-style-type: none"><li>*Exclusive use of the field</li><li>*Concession stands</li><li>*Field prepped</li><li>*Field chalked</li><li>*Prepped – restrooms, dugouts/seating area, trash cans</li></ul> <p><b>Tournaments:</b> Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments.</p> <p><b>Premier Field:</b> Dartt’s Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park</p> <p><b>Secondary Field:</b> Manthey Park (Baseball), McKinley (1 field)</p> <p><b>Basic Field:</b> Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields)</p> <table><tr><th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr><tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr><tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr><tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr><tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr><tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr><tr><td>Lights</td><td>■</td><td></td><td></td></tr><tr><td>PA System</td><td>■</td><td></td><td></td></tr><tr><td>Turf Management</td><td>■</td><td></td><td></td></tr><tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr><tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Grandstand</td><td>■</td><td></td><td></td></tr></table> |                         | Premier     | Secondary      | Basic                     | Irrigation | ■ | ■ |  | Dugouts | ■ | ■ |  | Bleacher | ■ | ■ | ■ | Concessions | ■ | ■ |  | Fence/Gates | ■ | ■ |  | Scoreboard | ■ |  |  | Lights | ■ |  |  | PA System | ■ |  |  | Turf Management | ■ |  |  | Restrooms | ■ | ■ |  | Player Benches | ■ | ■ | ■ | Grandstand | ■ |  |  | <p><b>Game fee:</b> Per game</p> <p><b>Tournament fee:</b> Per day per field</p> <p><b>Premier Field</b><br/>Base Rate: \$125</p> <p>Teen Program<br/>ages<br/>13-18: \$68.75<br/>(45% discount)</p> <p>Youth Program<br/>ages<br/>0-12: \$56.25<br/>(55% discount)</p> <p><b>Secondary Field</b><br/>Base Rate: \$95</p> <p>Teen Program<br/>ages<br/>13-18: \$52.25<br/>(45% discount)</p> <p>Youth Program<br/>ages<br/>0-12: \$42.75<br/>(55% discount)</p> |  |  | 2-4 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Premier                 | Secondary   | Basic          |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Irrigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ■                       | ■           |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Dugouts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ■                       | ■           |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Bleacher                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ■                       | ■           | ■              |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Concessions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ■                       | ■           |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Fence/Gates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ■                       | ■           |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Scoreboard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ■                       |             |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ■                       |             |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| PA System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ■                       |             |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Turf Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ■                       |             |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Restrooms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ■                       | ■           |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Player Benches                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ■                       | ■           | ■              |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |
| Grandstand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ■                       |             |                |                           |            |   |   |  |         |   |   |  |          |   |   |   |             |   |   |  |             |   |   |  |            |   |  |  |        |   |  |  |           |   |  |  |                 |   |  |  |           |   |   |  |                |   |   |   |            |   |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |     |

|                                                                                                                                                                                                        |                                                                                                                       |  |  |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--|--|---|
| Must make reservation 72 hours in advance, permit holder is responsible for: trash pickup on grounds, bleachers/seating, dugout and concessions and raking around bases, home plate and pitcher mound. | <b>Basic Field</b> Base<br>Rate \$75                                                                                  |  |  |   |
|                                                                                                                                                                                                        | Teen Program<br>ages<br>13-18: \$41.25<br>(45% discount)<br><br>Youth Program<br>ages 0-12: \$33.75<br>(55% discount) |  |  |   |
| <b>Additional add-ons for Tournaments</b>                                                                                                                                                              |                                                                                                                       |  |  |   |
| Concession Stand for Tournaments                                                                                                                                                                       | \$50 per day                                                                                                          |  |  | 4 |
| Additional Restroom Cleaning                                                                                                                                                                           | \$40/time per site                                                                                                    |  |  | 4 |
| Additional Garbage Service                                                                                                                                                                             | \$40/time per site                                                                                                    |  |  | 4 |
| Manual Trash Picking                                                                                                                                                                                   | \$40/hour                                                                                                             |  |  | 4 |
| Additional Field Prep (4 hour minimum, must be a continuous stretch of time)                                                                                                                           | \$60/hour up to 4 fields                                                                                              |  |  | 4 |
| Rental of City Rakes and Chalker – No Labor Provided                                                                                                                                                   | \$30 per tournament                                                                                                   |  |  | 4 |
| Temporary Portable Fence – includes set-up & tear down                                                                                                                                                 | \$150 per field                                                                                                       |  |  | 4 |
| Bleachers                                                                                                                                                                                              | \$150 each set + labor                                                                                                |  |  | 4 |
| Player Benches                                                                                                                                                                                         | \$40 plus labor                                                                                                       |  |  | 4 |
| Chalk                                                                                                                                                                                                  | \$25 per bag                                                                                                          |  |  | 4 |
| Diamond Dry                                                                                                                                                                                            | \$30 per bag                                                                                                          |  |  | 4 |
| Additional Portable Restrooms – cost to be paid by renter                                                                                                                                              | * Rate by company                                                                                                     |  |  | 4 |



| Adult & Youth Programs                                                             | Current Approved Fee                               | Updated Fee  | Effective Date | Cost Recovery Model |
|------------------------------------------------------------------------------------|----------------------------------------------------|--------------|----------------|---------------------|
| <b>Adult Sports</b>                                                                |                                                    |              |                |                     |
| Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs                | \$850.00                                           |              |                | 4                   |
| Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs               | \$850.00                                           |              |                | 4                   |
| Fall Men's Softball Fee (Player & Team Fee Combined) 10 games                      | \$425.00                                           |              |                | 4                   |
| Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs    | \$425.00                                           |              |                | 4                   |
| Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs                  | \$65.00                                            |              |                | 4                   |
| Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs                     | \$40.00                                            | \$50.00      | 7/15/2025      | 4                   |
| Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs                   | \$50.00                                            |              |                | 4                   |
| Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs | \$450.00                                           |              |                | 4                   |
| Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs          | \$450.00                                           |              |                | 4                   |
| Tennis and Pickleball Drop-In Leagues/Programs                                     | Season Pass Holder \$5/Non-Season Pass holder \$10 |              |                | 4                   |
| Tennis UTR/USTA Tournaments                                                        | \$20-\$50 (based on Tournament Level)              |              |                | 4                   |
| Pickleball DUPR Matchplay                                                          | Season Pass Holder \$5/Non-Season Pass holder \$10 | Discontinued | 5/7/2025       | 4                   |
| Women's Thursday Morning Drill                                                     | \$10.00                                            |              |                | 4                   |
| Noon Basketball                                                                    | \$125.00                                           |              |                | 4                   |
| <b>Youth Sports Programs</b>                                                       |                                                    |              |                |                     |
| T-Ball                                                                             | \$48.00                                            |              |                | 3                   |
| Coach Pitch (Mini Sluggers) Baseball                                               | \$54.00                                            |              |                | 3                   |

|                                                     |                                              |         |           |   |
|-----------------------------------------------------|----------------------------------------------|---------|-----------|---|
| Machine Pitch Baseball (Grade 2)                    | \$75.00                                      |         |           | 3 |
| Player Pitch Baseball (Grade 3-4)                   | \$90.00                                      |         |           | 3 |
| Soccer                                              | \$58.00                                      |         |           | 3 |
| Football (Grade 1-2)                                | \$35.00                                      | \$38.00 | 7/15/2025 | 3 |
| Football (Grade 3-6)                                | \$90.00                                      |         |           | 3 |
| Volleyball (Grade 1-2)                              | \$32.00                                      | \$35.00 | 7/15/2025 | 3 |
| Volleyball (Grade 3-6)                              | \$55.00                                      |         |           | 3 |
| Basketball (Grade K-2)                              | \$48.00                                      |         |           | 3 |
| Basketball (Grade 3-6)                              | \$58.00                                      |         |           | 3 |
| Adaptive Baseball                                   | \$48.00                                      |         |           | 2 |
| Bag Toss                                            | \$40.00                                      |         |           | 3 |
| Little Tykes Sports Camp                            | \$28.00                                      |         |           | 2 |
| <b>Tennis and Pickleball Lessons</b>                |                                              |         |           |   |
| Beginner 1 Youth Lessons (per class)                | \$10.00                                      |         |           | 3 |
| Beginner 2 Youth Lessons (per class)                | \$11.00                                      |         |           | 3 |
| Beginner 1 Adult Lessons (per class)                | \$12.00                                      |         |           | 3 |
| Beginner 2 Adult Lessons (per class)                | \$12.00                                      |         |           | 3 |
| Tennis & Pickleball Tournament<br>Registration Fees | <i>Based on<br/>Tournament<br/>Structure</i> |         |           | 4 |
|                                                     |                                              |         |           |   |

| Adult Leisure Pursuits/50+ Programming | Current Approved Fee                                   | Updated Fee | Effective Date | Cost Recovery Model |
|----------------------------------------|--------------------------------------------------------|-------------|----------------|---------------------|
| Membership - 2025 Prorated             | Remainder of year + tax                                |             |                | 3                   |
| Membership - 2025                      | \$45 +Tax (\$5 discount with reuse of membership card) |             |                | 3                   |
| Regular Programs                       | \$0-\$30 +Tax                                          |             |                | 4                   |
| Trips (cost range)                     | \$20-\$150 +Tax                                        |             |                | 4                   |
|                                        |                                                        |             |                |                     |

| Adaptive Recreation                                                                  | Current<br>Approved Fee                | Updated Fee | Effective Date | Cost<br>Recovery<br>Model |
|--------------------------------------------------------------------------------------|----------------------------------------|-------------|----------------|---------------------------|
| Adaptive Recreation weekly programs<br>(cost varies depending on supplies<br>needed) | \$0-\$14                               |             |                | 3                         |
| Bowling League – Weekly rate                                                         | <i>Bowling Alley<br/>Rate + \$2.50</i> |             |                | 4                         |
|                                                                                      |                                        |             |                |                           |

| Special Events/Family Programs                                                                          | Current Approved Fee  | Updated Fee | Effective Date | Cost Recovery Model |
|---------------------------------------------------------------------------------------------------------|-----------------------|-------------|----------------|---------------------|
| Bold & Cold - Winter Weekend<br>Out/GEMS Days - Summer Weekend<br>Out programs (fees vary per activity) | 0-\$10                |             |                | 1                   |
| Rec on the Go                                                                                           | \$0.00                |             |                | 1                   |
| Family Recreation Programs                                                                              | \$5-\$8               |             |                | 3-4                 |
| Camps                                                                                                   | \$25-\$90             |             |                | 3-4                 |
| Private Group Lesson Range (Fishing, Archery, Geocaching, etc)                                          | \$50 - \$100 Per Hour |             |                | 4                   |
| Snowshoe Rentals                                                                                        | \$5 Per Day           |             |                | 4                   |
|                                                                                                         |                       |             |                |                     |

| Other                                                                                 | Current<br>Approved Fee | Updated Fee | Effective Date | Cost<br>Recovery<br>Model |
|---------------------------------------------------------------------------------------|-------------------------|-------------|----------------|---------------------------|
| Late Fee                                                                              | \$25.00                 |             |                | 4                         |
| Late Fee Adult Softball & Volleyball Team                                             | \$150/team              |             |                | 4                         |
| Late Fee Adult Bag Toss                                                               | \$25/team               |             |                | 4                         |
| Owatonna Soccer Association - Spring/Summer Player Fee (City Limits)                  | \$50.00                 |             |                | 3                         |
| Owatonna Soccer Association - Spring/Summer Player Fee (Outside City & County Limits) | \$60.00                 |             |                | 4                         |
| Owatonna Soccer Association - Fall Player Fee (City Limits)                           | \$15.00                 |             |                | 3                         |
| Owatonna Soccer Association - Fall Player Fee (Outside City & County Limits)          | \$25.00                 |             |                | 4                         |

# WARSINSKI CHALET INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 6 day of May, 2025 by and between the City of Owatonna, a municipal corporation, hereinafter referred to as City, and Martin Equipment, Inc. hereinafter referred to as Contractor.

WHEREAS, City owns and operates the Warsinski Chalet and Morehouse Park outdoor ice skating areas, (the "Facilities"), located within the City and deems it appropriate to have the following services performed at said Facilities: sale of cross country ski and skate related merchandise, rental of cross country ski equipment and rental of ice skates, the sale of food concessions, and oversight and supervision of the Facilities.

WHEREAS, Contractor desires to provide such services and owns equipment necessary to provide such services; and

WHEREAS, Contractor agrees to perform these services for the City under the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the foregoing and in consideration of the promises hereinafter set forth, City and Contractor mutually agree as follows:

## CONTRACTOR RESPONSIBILITIES:

1. **Work Performed.** The work to be performed (the "Work") by Contractor includes all services required in the sale and rental of ice skating and cross-country ski equipment and merchandise, and the sale of food concessions, and supervision and oversight of the Chalet and Morehouse outdoor ice-skating areas.
2. **Park and Recreation Department Contact.** The Contractor shall report directly to the Senior Director of Parks and Recreation or appointed designee for all business associated with the agreement.
3. **Supervision.** The Contractor shall annually provide all supervision at the Facilities for the months of December, January, February, and March, and carry out and adhere to all policies and guidelines of the City.

4. **Contractor's Staff.** The Contractor shall be responsible in selecting staff as needed to perform the duties and provide the services for the Work as provided in Section 1. The Contractor shall instruct its staff how to safely perform the duties and services required to do the Work. The Contractor shall inform staff of all policies and guidelines provided by the City. The Contractor shall obtain background checks on all staff applicants including employees or subcontractors and provide the completed background checks to the Senior Director of Parks and Recreation or appointed designee. The cost of the background checks will be borne by Contractor.
5. **Supervision and Delegation of Work.** The Contractor shall supervise the execution of all Work, either personally or by a manager, approved in writing by the Senior Director of Parks and Recreation or appointed designee before undertaking any Work.
6. **Public Relations.** The Contractor shall assist the Senior Director of Parks and Recreation or appointed designee or his/her appointed designee in marketing and promoting the Outdoor Skating Facility so as to increase usage.
7. **Support of Activities.** The Contractor shall work with Park and Recreation Department staff on providing specialized programs for youth and adults during the contract period. All activities and programs shall be coordinated with the Park and Recreation Department staff.
8. **COVID-19 Compliance.** In the event of a recurrence of Covid-19 or other epidemic, the Contractor shall comply with and assist in the implementation of the City's Preparedness Plan including proper disinfection, sanitization and monitoring compliance with the plan guidelines on site
9. **Use of Facility.** The Contractor is entitled to use the Warsinski Chalet Facility to carry out the terms of this agreement.
10. **Notification of Group Use.** The Contractor shall inform the Senior Director of Parks and Recreation or appointed designee of any scheduled Group Use reservations, at least 3 business days prior to the reservation, to allow for effective planning and performing any necessary maintenance or repair of the skating ice and facility.



11. **Contractor's Expenses.** The Contractor shall furnish at its own expense, all inventory, labor, materials, equipment, licenses, and other items necessary to carry out the terms of this contract. The Contractor shall inform the Senior Director of Parks and Recreation or appointed designee of any items or service which is City's obligation to provide.
12. **Food Handlers License.** The Contractor shall post at the Food Concession Area a current Food Handler's License issued by the State of Minnesota.

#### **CITY'S RESPONSIBILITIES:**

1. **Storage Space.** The City will provide the Contractor a storage location for equipment and supplies in the Warsinski Chalet Facility five days prior to and after the months of December and March.
2. **Exclusive Rights to Sale and Rental.** The Contractor shall have exclusive rights in the sale and rental of cross-country ski and skate related merchandise and Food Concessions at the Warsinski Chalet Facility during the term of this contract.
3. **City Retains Authority.** The City retains the authority to make any decision to close the Facilities, or limit the hours to use the Facilities due to weather or for any other reason, at its sole discretion.
4. **Compensation:** For performing all of the Work and providing all of the supervision required in the Agreement, Contractor will be paid a fee of \$1500 for the first 1 to 14 days that the Morehouse outdoor skating rinks are open for use. For each additional 1 to 7 days the skating rinks are open for use, a \$1000 will be paid to the contractor, up to \$6000 for the outdoor skating season. If the Morehouse Park outdoor skating rinks do not open for operation, the Contractor shall receive no payment for service. The Contractor shall be paid at the conclusion of the season with the City's scheduled check runs.

#### **GENERAL CONDITIONS:**

1. **Relationship.** The parties intend that the legal relationship between the City and the Contractor is a relationship between the City and an Independent

Contractor. The City is interested only in the results to be achieved. The conduct and control of the Work will lie solely with Contractor. The Contractor shall at all times be free to exercise initiative, judgment and discretion as to how best to perform services identified herein. Contractor is not an agent or employee of the City for any purpose and the staff of Contractor (employees or subcontractors), are not entitled to any of the benefits that the City provides for its employees.

2. **Warsinski Chalet Facility Hours.** The Contractor's hours of operation shall be the same as those hours of operation established by the Park and Recreation Department for the Warsinski Chalet facility.
3. **Revenue.** It is understood and agreed that all other fees established by the City of Owatonna Parks and Recreation Department belong to the City.
4. **Facility Control.** (a) The Work to be performed by Contractor is subject to the control of the Contractor. (b) The City otherwise retains control of Morehouse Park and Warsinski Chalet.
5. **Maintenance and Utilities.** The City will provide maintenance and utilities for the Facility in accordance with its routine schedule and standards, including water and sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and telephone service.
6. **Liability Insurance.** The Contractor shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Contractor, its officers, employees, agents, members and anyone directly or indirectly engaged or employed by Contractor from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:
  - Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

Said policy to be issued by a company authorized to do business in the State of Minnesota and, if mutual, shall be non-assessable. The Contractor shall provide the City with a Certificate of Insurance naming the City as an additional insured.

The Contractor agrees to provide Workers Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Prior to providing services to the City pursuant to this Agreement, Contractor shall deliver to the City a certificate of insurance certifying that it has the above coverage in full force and effect.

7. **Indemnification.** The Contractor agrees to perform the Work and comply with all the conditions, regulations, and provisions set forth herein, and to defend, indemnify, and hold harmless the City, its officers, agents, or employees of and from all liability, claim, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by the City or its officers, agents, or employees by reason of or in consequence of the operation of the Work herein provided for or account of any act or thing done or omitted to be done under the authority or supposed authority of Contractor under this Agreement. The Contractor's indemnification obligation shall also apply to the Contractor's subcontractors, or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable.
8. **Subrogation.** In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other insured loss occurring to the real property owned by City and personal property owned by Contractor all while located at the Warsinski Chalet Facility and Morehouse Park skating areas.
9. **Personal Property.** The Contractor agrees that all its own personal property upon the premises shall be kept at its own risk and the City shall not be liable for any damages thereto or for loss or theft thereof.
10. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
  - a. In the event the Contractor is adjudicated bankrupt, is in relationship, has made an assignment for the benefit of his creditors, or because Contractor's financial condition is unable to continue successful operations.

- b. Failure of the Contractor to perform, keep, and observe any of the conditions of the contract, and the failure of the Contractor to correct the default or breach within the times specified by the Senior Director of Parks and Recreation.
  - c. Upon mutual consent of the city and contractor.
- 11. **Termination**. Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all personal property belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said personal property is not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.
- 12. **Notice**. Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to City:                    City of Owatonna Parks and Recreation  
                                      Attn: Senior Director of Parks and Recreation  
                                      540 West Hills Circle  
                                      Owatonna, MN 55060

If to Contractor:   Martin Equipment, Inc.  
                                 Attn: Al Martin  
                                 2523 County Rd 45 South  
                                 Owatonna, MN 55060
- 13. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.
- 14. **Miscellaneous**

- a. Force Majeure. Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods or other natural disasters, strikes, governmental laws and regulations.
- b. Emergency Closure. City may determine, at its sole discretion, that for reasons of health safety and in the best interests of the public it may close the facility as necessary. Contractor would not be charged for use of the facility during this closure time.
- c. Discrimination. The Parties agree to be bound by applicable state and federal laws governing Equal Opportunity Employment and Non-discrimination.
- d. Amendment. This Agreement may be amended only upon mutual written agreement of the parties.
- e. Entire Agreement. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement.
- f. Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- g. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and will be enforced as amended.
- h. Costs, Expenses and Attorney's Fees. If either party incurs costs or expenses, in enforcing any of its rights under this Agreement, whether

by litigation, arbitration, or otherwise, each party in such dispute will reimburse the prevailing party for its reasonable costs and expenses according to law. Each party will bear the cost of its own attorney fees according to the American Rule.

- i. No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by City or Contractor or Licensee to any person or entity not a party to this Agreement, including Contractor's employees, volunteers or participants, or any other individuals employed by or under contract with City or Contractor.

- 15. **Term.** The Term of this contract shall begin May 6, 2025 and terminating on April 1, 2028 with an additional two 1-year automatically renewable option years (2029, 2030). Notwithstanding the term of this Contract either party may cancel this Contract after the first year by giving written notice to the other party of the notice of intention to cancel the contract by April 15, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CITY OF OWATONNA**

**MARTIN EQUIPMENT, INC.**

By \_\_\_\_\_  
Matthew Jessup  
Its: Mayor

By \_\_\_\_\_  
Allan M. Martin  
Its: President

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Kris Busse  
Its: City Administrator

Date \_\_\_\_\_



**TO:** Park Board

**FROM:** Eric F. Anderson, Recreation Manager

**DATE:** May 5, 2025

**SUBJECT:** Recreation Division Update

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1. Spring/Summer Programming
  - a. Most registration is open and ongoing
  - b. Session 1 Summer Swimming Lessons Registration Begins May 15
2. Staff Updates
  - a. Recreation Supervisor Vacancy
    - i. New Hire, Carter Duerkop – started April 21
  - b. Spring/Summer Temporary/Seasonal Opportunities
    - i. All areas currently in hiring and orientation mode
    - ii. Several Positions Still Open/Reopen for recruitment
    - iii. Encourage individuals to apply on the City employment website [www.owatonna.gov/employment](http://www.owatonna.gov/employment)
3. Aquatics
  - a. Spring Session Swimming Lessons
    - i. In Progress – began April 6 week
    - ii. No Level 3-6 lessons this session – Middle School Pool Closed
  - b. Lifeguarding Training
    - i. Lifeguard Training – Added: Class = May 17, 18 and 24 (location = Waseca Pool due to Middle School pool project)
  - c. River Springs
    - i. 2025 Water Park Season Pass Sales = 63 (as of 4/28)
    - ii. Season = June 6 – August 17
  - d. Lake Kohlmier
    - i. Scuba Club scheduled to install Ropes & Buoys = May 10
    - ii. Beach Open = May 24 – September 1
    - iii. Equipment Rental/Concessions Operations = May 24 – August 17

#### 4. Athletics/Youth and Adult Sports

##### a. Youth Soccer

- i. Kickoff Week = April 7
- ii. Season Began = April 14
- iii. Registrations = 569/56 Teams (2024 = 620/58 Teams)
  - 1. 3<sup>rd</sup> & 4<sup>th</sup> girls had the biggest decrease in numbers

##### b. T-Ball

- i. Registrations = 91 (late fee registration open through May 14) (2024 = 118)
- ii. Teams/Parks Location = 14 (6 Dartts, 4 Brown, 4 Jaycee)

##### c. Coach Pitch

- i. Registrations = 81 (late fee registration open through May 14) (2024 = 113)
- ii. Teams/Parks Location = 10 (4 Dartts, 2 Brown, 4 Jaycee)

*\*\*T-ball & Coach Pitch – Generally see additional registrations in May as Soccer winds down*

##### d. Machine Pitch Baseball

- i. Registrations = 51/4 Teams (2024 = 55 registrations)

##### e. Player Pitch Baseball

- i. Registrations = 56/6 teams (2024 = 100) - Blooming Prairie started its own program, accounting for 2 teams/22 registrations in 2024

##### f. Adaptive Baseball

- i. Registrations = 15 (2024 = 24)

##### g. Adult Softball

- i. Men's Lower League - 16 teams with waiting current list
- ii. Men's Upper League – 8 teams
- iii. Co-Rec League – cancelled (only 2 teams registered)

##### h. Adult Bags

- i. Competitive League = 18 Teams (2024 = 21 teams)
- ii. Recreation League = 22 Teams (2024 = 22 teams)
- iii. Late fee registration open through May 7
- iv. Season play begins May 21 & 22

#### 5. Brooktree

##### a. Golf Course

- i. Upper 9 opened March 26
- ii. All 18 opened March 27-28
- iii. Closed March 29 due to wet and cool temperature
- iv. Reopen April 9



- b. 2025 Season Passes = 275 total active season pass holders for all season pass types (as of 4/29/25) - (361 total in 2024)
- c. Tee Times = 2178 (3/25-4/29/25)
- d. Recent Events
  - i. April 27 - Hosted Veteran's Golf Association 16 Person Outing
  - ii. May 18 -Hosting Owatonna High School JV Big 9
- e. Leagues Forming – starting mid-May (Men's, Women's and Men's Senior)
- f. Food & Beverage – Chill-aqui
  - i. Opened = April 18

6. Recreation & Senior Upcoming Programs & Updates

- a. Senior/ALP Memberships = 241 (as of 4/28)
- b. Trips
  - i. 37 Postcards = May 15
  - ii. & Juliet = May 18
  - iii. Added Trips – listed in Spring/Summer Activity Guide as TBD
    - 1. U of M landscape Arboretum with Winery – June 4
    - 2. St. Paul Saints Baseball Game – July 23
    - 3. Minnesota Twins Baseball Game – August 10
    - 4. Fall Train Ride – September 25
    - 5. Minnetonka Boat Cruise – October 7
- c. Senior Programs
  - i. Senior Softball
    - 1. Practice began in April
    - 2. Two teams
  - ii. DIY Birdhouse Building = May 8
- d. Upcoming Adaptive Programs
  - i. Bingo = Weekly, Monday nights
  - ii. Just Dance = May 15
  - iii. Spring Canvas Painting = May 29
- e. Preschooler Animal of the Month = May 10
- f. Highlighted Program
  - i. Egg Bingo Scavenger/April 19 = 47 participants

7. Scholarship Assistance Fund

- a. Balance (City Account and Scholarship checking) = \$43877.32 (as of 4/28)

8. Tennis & Pickleball Center

- a. School Year Season staffed Hours ends = May 25

9. Fall/Winter Activity Guide (Programs from the end of August 2025 – end of February 2026)
  - a. In development
  - b. July Mailing



DATE: May 5, 2025

FROM: Jesse Wilker, Parks Division Manager

Mike Klein, Maintenance Foreman

MJ Knudson, Administrative Coordinator

SUBJECT: Park Maintenance Update (April & May)

**Brooktree:**

- Upper nine opened March 26, and the whole course opened March 28. The course closed due to the weather and was opened again on April 9. Parks staff assisted in cleaning up and preparing for the season opener.

**Park Maintenance:**

- Cleaned up winter kill of around 40 bass and small sunfish at Morehouse Park on the north bass pond. DNR came to confirm it was normal winter kill (water levels were so low, it froze out).
- Lake Kohlmier aeration was turned off on March 18, the day of ice out.
- Archery Park opened on March 20.
- All tennis and pickleball nets are up, and courts have been pressure-washed where needed.
- Finished layout of 14 soccer fields (week of March 24) and painted them. Installed nets on all fields except the stadium field, to allow grass to grow better.
- 23 golf and park maintenance staff were interviewed March 17-19. Working to fill the last three positions available after reopening the position.
- Ballfields are ready to go, Dartt's home opener was April 10 for the OHS team.
- Softball fences are up at Brown and Manthey.
- Chainsaw training for Parks & Golf staff, attended by Street Dept. and Facilities, 24 in total.
- Park restrooms have been turned on and are open for the season.
- Dock at the boat landing at Lake Kohlmier is in.
- Chalet rentals have started; other pavilions will be open for rental May 1.
- Adopt-a-Park project, Early Morning Rotary—Muckle Trail: 9 cherry trees and 9 crab apple trees (ordered) will be planted. Staff will assist with digging holes and provide ongoing maintenance.
- Corky's Early Bird preparation for the May 2-4 tournament
- Portable restroom shelter completed on the North Straight River Trail
- Wood Chips finished downtown and on Bridge Street (median in front of Fleet Farm)
- Downtown furniture is out for the season
- Fountains have been installed on the Cedar Street landscaping
- Still removing trees, ordering replacements. Approximately 200 trees will be planted this year through parks and golf, a combination of potted and bare-root.
- Several groups have done one-time park & trail clean-ups – Coca-Cola Company, Trinity Lutheran confirmation students, Owatonna Christian School, etc.

PARKS & RECREATION DEPARTMENT

540 WEST HILLS CIRCLE | OWATONNA, MN 55060-4701 | OWATONNA.GOV | 507.444.4321

**Permits:**

- Park Permit – April 29-August 6 – Mineral Springs Disc Golf – League Tuesday evenings
- Park Permit – May 6-August 26 – Mineral Springs Horseshoe Pits - League
- Park Permit – May 17 – Jaycee Pavilion – Graduation (food truck catering)
- Park Permit – May 18 – Morehouse Pavilion – OHS Thriving Minds event
- Park Permit – June 1 – Manthey Park – Costco Employees Club picnic (inflatables & dunk tank)
- Park Permit – June 3 – Manthey Park – St. Mary's School Spirit Day (KC Hall grilling)
- Park Permit – July 19 – Dartt's Park – Wenger Company picnic (inflatables)
- Park Permit – August 9 – Jaycee Park – Amsbury Truth Company picnic (dunk tank, food truck catering)
- Event Permit – May 3 - Cinco de Mayo – Central Park
- Event Permit – May – October – Central Park – Farmer's Market Saturday mornings
- Event Permit – June 5, July 3, August 7, September 4 – Central Park – Downtown Thursdays
- Event Permit – June 13 – Central Park – Movie in the Park (internal P&R event)
- Event Permit – September 6 – Central Park – Recovery Awareness event

**Memorials & Donations (listed as they are installed & invoiced):**

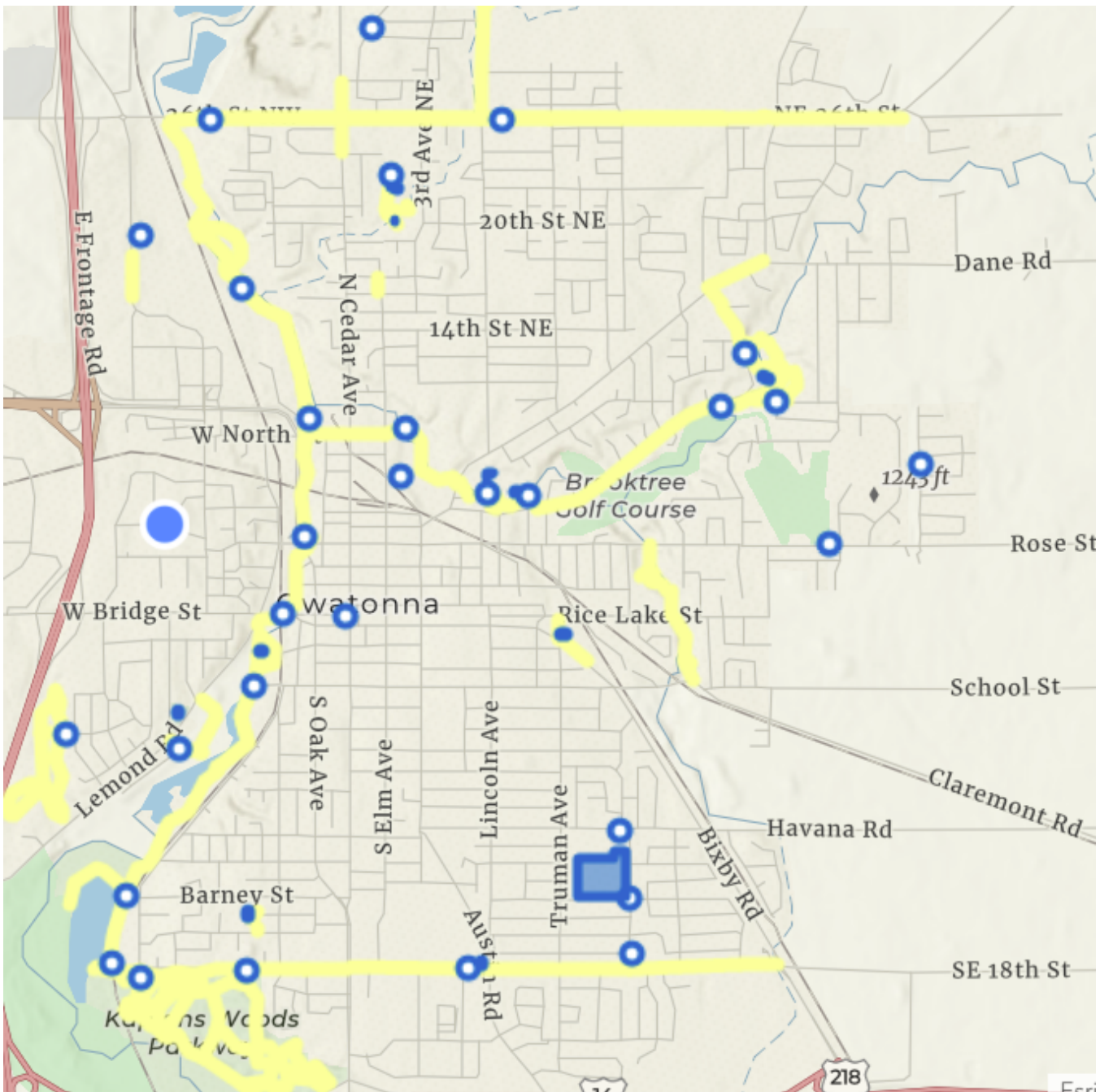
- Central Park – NW corner – Pamela Karge – installed April 14, replaced an old bench that was not a memorial bench.

**Projects 2025:**

- Pavement Rehab & Replacement
- Golf Course Cart Paths
- Brooktree Pergolas
- Vehicle Replacement Fund – new John Deere compact utility tractor arrived 4/17
- Vehicle Replacement Fund – new Ford F550 truck is in, waiting for flatbed portion (couple of months)

**Grant projects:**

- TAP – East Side Corridor – not funded
- Local Trail Connection Grant – submitted – 18<sup>th</sup> Street Trail from Austin Road to Bixby FY26
- SHIP—awarded—production of Park & Trail guides and information holders to be placed city-wide. A map with the locations is provided. A preview of the guide will be shared when completed.
- Geothermal Planning Grant – Public Safety Center – awarded up to \$144,958.33
- Congressionally Directed Spending – Public Safety Center – Finstad, Klobuchar, Smith applied \$2.5M



## Key Points and/or Changes for 2025 Deer Management Program

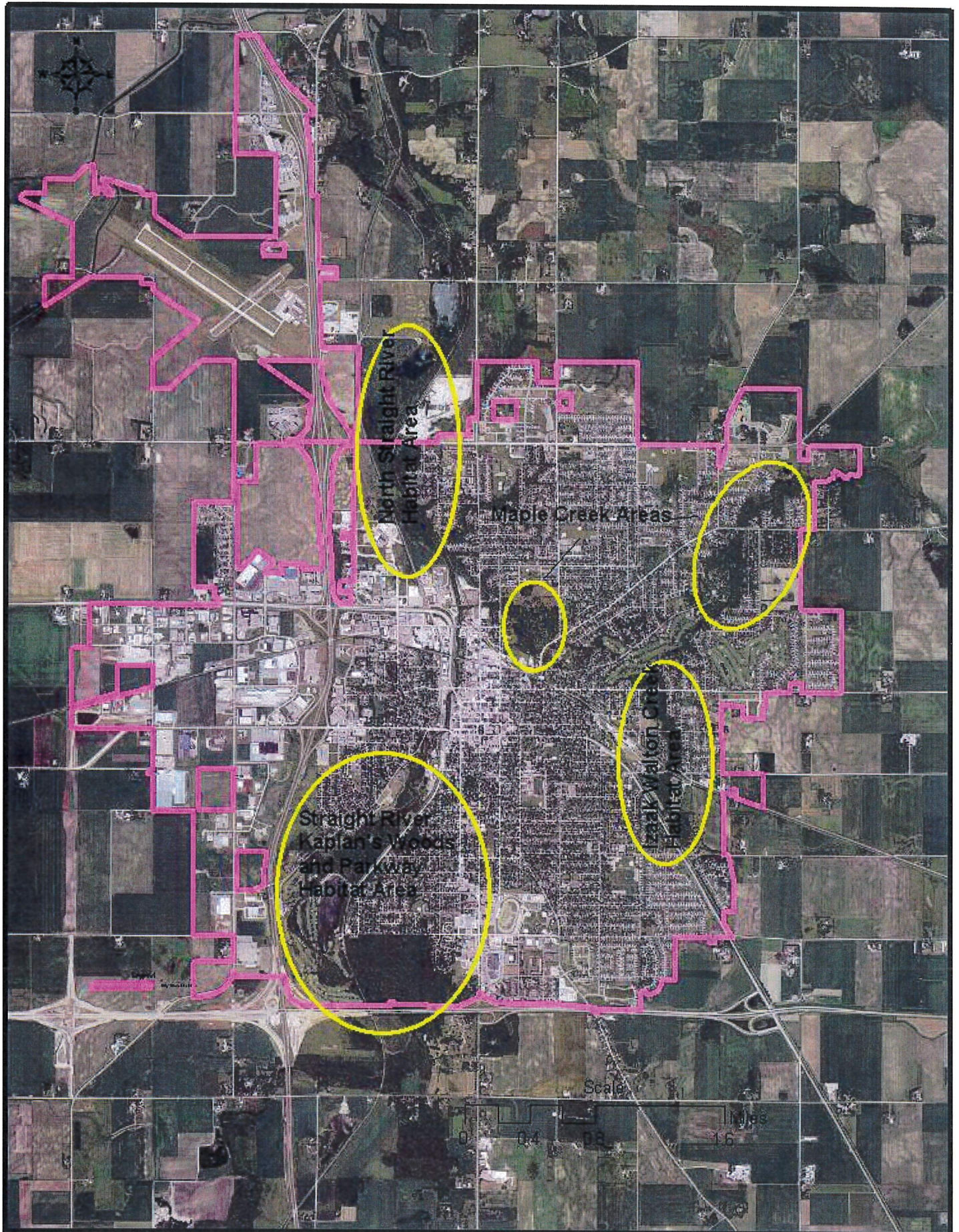
- Manthey Park will be removed from the program this year.
- New locations explored: Lake Chase (one stand will be added), Summer Park (will not be added due to small hunting area size and setbacks), potential new parkland (cannot be considered until owned by the City)
- Mineral Springs Park is our second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

Approved by Council - April 1, 2025

  
Kris M. Busse, City Administrator



# Principal Deer Habitat Areas in Owatonna





# KAPLAN'S WOODS Deer Stand Locations



 Hunt Sign Location

 Hunting Stand

 Hunting Zones  
 Park



 0 100 200 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.

March 06, 2025