



CITY COUNCIL MEETING
Tuesday, July 2, 2024 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Raney, Svenby, Voss,
Dotson, Burbank, Boeke & Schultz

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle with a presentation of the 2023 Audit and the website update. If time permits, there will be general updates about the City's boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Public Hearing - Reassessment 2023 Street & Utility Project - 340 Riverview Place
 - 1.2.1. Resolution 67-24: Adopt Reassessment - 2023 Street and Utility Project - 340 Riverview Place
- 1.3. Mayor Kuntz
 - 1.3.1. City of Excellence Award - Coptober Event

2. CONSENT AGENDA ITEMS

- 2.1. City Council Minutes - June 18, 2024
- 2.2. Board/Commission Minutes
 - 2.2.1. OPU Commission Meeting - May 28, 2024
 - 2.2.2. Human Rights Commission Meeting - June 11, 2024
 - 2.2.3. Planning Commission Meeting - June 11, 2024
 - 2.2.4. Planning Commission Meeting - June 25, 2024
 - 2.2.5. HRA Board Meeting - June 24, 2024
- 2.3. Department Reports:
 - 2.3.1. Weed/Nuisance Inspection Report - June 26, 2024
- 2.4. Licenses/Permits
 - 2.4.1. Exempt Permit - Raffle - Mn Pheasants, Inc. - July 13 - August 18, 2024
 - 2.4.2. Exempt Permit - Eagles Ladies Auxiliary #1791 - Pull Tabs at SCFF
- 2.5. Event Permits
 - 2.5.1. Event Permit - Ride for Hope - July 13, 2024
 - 2.5.2. Event Permit - Steele County Free Fair - August 13-18 2024
 - 2.5.3. Event Permit - August Downtown Thursday - August 1, 2024
- 2.6. Miscellaneous
 - 2.6.1. Proposal - City Hall CIP Generator Replacement Scope and Design - ICS

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.3. Resolutions:

3.3.1. Resolution 68-24 AT&T Cell Tower CUP

3.3.2. Resolution 69-24: CUP-13 Kerncrest Storage, LLC

3.4. Miscellaneous

3.4.1. Land Lease Agreement - AT&T

3.4.2. Interior Painting Agreement - Merrill Hall - Right-Way Painting, Inc.

4. STAFF REPORTS

5. PUBLIC COMMENTS: Please limit comments to 2 minutes. Please approach the microphone, sign-in and state your name and address for the record after being acknowledged by the Council President. Speakers will be limited to two minutes to deliver their comments. Those speaking are asked to conduct themselves in a respectful manner as they deliver their comments. Audience members are asked to refrain from reacting to comments. The City Council will not respond directly to comments in this venue or take immediate action in response to them.

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

NOTICE OF HEARING ON PROPOSED REASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, July 2, 2024, in the Chambers at the Charles S. Crandall Center, 540 West Hills Circle to pass upon the proposed reassessment against property at 340 Riverview Place for the 2023 Street & Utility Project.

The proposed reassessment is on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurement or calculation is in error, we would appreciate it if you would call the City Engineer's Office or the City Clerk's Office to discuss the proposed reassessment before the hearing.

An owner of property benefited by the 2023 Street & Utility Project may appeal an approved reassessment to District Court pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the reassessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk. No such appeal as to the amount of a reassessment to a specific parcel of land may be made unless the owner has either filed a signed, written objection to that proposed assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

Declared costs of improvement of the 2023 Street & Utility Project were \$1,004,224.40 of which \$116,365.08 was approved to be specially assessed. This proposed reassessment will decrease the amount of special assessments by \$1,621.36.

By Order of the Council: June 4, 2024



Kris M. Busse, City Administrator/City Clerk
City of Owatonna, Minnesota



DATE: July 2, 2024
TO: Mayor and City Council
FROM: Mark Walbran
City Attorney
SUBJECT: Resolution 67-24: Adopt Reassessment - 2023 Street and Utility Project - 340 Riverview Place

Purpose:

Resolutions 67-24 adopts the proposed reassessment, pursuant to Minn. Stat. § 429.071, subd. 2 of the assessment under the 2023 Street Utility Project for the premises at 340 Riverview Place, a cul-de-sac.

Background:

On March 26, 2024, the owners of the residence at 340 Riverview Place timely appealed the assessment to their property for improvements under the 2023 Street Utility Project for the sum of \$5,637.94. The assessment was based on a frontage of 108.42 feet, which was the frontage measured at a 30-foot setback based on an earlier City policy. This residence is located on a cul-de-sac, the street frontage of the lot is about 64 feet.

Upon receipt of the owner's appeal, pursuant to Minn. Stat. § 429.071, subd. 2, The City reevaluated the assessment, taking into account factors unique to the lot, and recalculated the assessment based on the average frontage of the 5 lots of the cul-de-sac of 77.24 feet for a total assessment of \$4,016.48.

The owners accepted the proposed reassessment of \$4,016.48 and public hearing set/held for comments.

Budget Impact:

The reduction in the assessment is \$1,621.36.

Staff Recommendation:

Staff recommends adoption Resolution No. 67-24.

Attachments:

1. Resolution 67-24 Adopt Reassessment 2023 Street & Utility - 340 Riverview Place

RESOLUTION NO. 67-24

A RESOLUTION ADOPTING REASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed reassessment against abutting property for the cost of construction of the 2023 Street & Utility Project.

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

1. Such proposed reassessment as amended, for property located at 340 Riverview Place, is hereby accepted and shall constitute the special assessment against the lands named therein, and the tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

2. Such reassessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear interest at the rate of 6.0 (six) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The property owner may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before August 1, 2024 or interest will be charged through December 31 of the next succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted this ____ day of ____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Kuntz

Owatonna City Council Minutes

June 18, 2024

On Tuesday, June 18, 2024, at 7:00 p.m., Council President Schultz called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Boeke, Raney, Svenby, Voss, Dotson, Burbank and Schultz; Mayor Kuntz; Public Works Director Murphy; Community Development Director Klecker; Park & Rec and Facilities Director Tuma, Finance Director Moen; Fire Chief Hoffman; IT System Administrator Sticken; IT Technician Specialist Enz; City Attorney Walbran; City Administrator Busse and Administrative Coordinator Clawson.

Following the Pledge of Allegiance, Council President Schultz welcomed everyone to the meeting and advised an Event Permit, the MNSNAP Low Income Spay/Neuter Clinic was added to the posted Agenda. Council Member Raney made a motion to approve the agenda with this item added; Council Member Svenby seconded the motion, all members voted aye in approval.

Proclamations

Mayor Kuntz made proclamation this week, June 17-23 as the 2024 Pollinator Week. The City has established pollinator gardens and managed wildlife habitats, parks, and public areas for the benefit of City residents, visitors, and others to enjoy for many decades.

Recommendation of Appointment - Airport Commission - David Purscell

Mayor Kuntz commented interviews were completed to fill an opening on the Airport Commission and recommended David Purscell for appointment. Council Member Boeke made a motion for this appointment, Council Member Burbank seconded the motion, and all members voted aye in approval. This is a 3-year term to expire April 30, 2027.

Consent Agenda Items

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

- Minutes – Council Meeting – June 4, 2024
- Minutes – Airport Commission Meeting – May 9, 2024
- Minutes – EDA Meeting – May 15, 2024
- Building Inspections Monthly Report- May 2024
- Police Department Monthly Report - May 2024
- Weed/Nuisance Inspection Report - June 13, 2024
- Exempt Permit - Raffle - American Cancer Society, Inc. - November 8, 2024
- Temporary Liquor Permits - Steele County Free Fair - August 11-18, 2024
- Renew Annual Liquor Licenses
- Renew Annual Charitable Gambling Licenses
- Event Permit - July Downtown Thursday - Main Street Owatonna - July 11, 2024
- Event Permit - Movie in Central Park - Owatonna Park & Rec - July 20, 2024 (Includes an Exception to the City's Noise Ordinance

Event Permit - Movie in Brown Park - Owatonna Park & Rec - August 23, 2024 (Includes an Exception to the City's Noise Ordinance)

Event Permit - MSB OktoberFest - September 20 & 21, 2024

Tennis and Pickleball Center Independent Contractor Agreement - Matt Hokanson

Since April 2021, Matt Hokanson has served as the contracted Tennis and Pickleball Director for the City, operating under an incentive-based revenue split model along with a base salary. In addition to overseeing programs, Matt is responsible for 15 hours of weekly facility coverage and court maintenance. As the current agreement nears its expiration on June 30, 2024, a 6-month extension is being proposed, extending his tenure through the close of the 2024 fiscal year to allow for a transition in 2025. The contractor compensation, base pay and projected revenues associated with this agreement were calculated as part of the City Council approved Parks and Recreation 2024 Tennis and Pickleball general operating program budget. No adjustments were made to the 6- month extension.

Parks and Recreation Fees Manual Update

The Parks & Recreation Fees Manual is reviewed and modified a minimum of two times each year, with adjustments made to meet the Cost Recovery plan and keep in line with market rates. The Fees Manual is presented to the City Council for review and approval.

Current adjustments include

Red Cross Training – Changes Effective September 1, 2024:

	<u>Current</u>	<u>Proposed Rate</u>
• Lifeguard Instructor Training	N/A	\$225.00
• CPR/AED/First Aid Certification	N/A	\$95.00
• CPR/AED/First Aid Instructor	N/A	\$280.00
• CPR/AED/First Aid Certification Challenge	N/A	\$65.00

West Hills Tennis & Pickleball Center – Changes Effective July 1, 2024:

- Tennis/Pickleball Couple (9 months) Sept 1- May 31
Current \$391.50 (approved 6/6/23; effective 9/1/23) to \$403.25
- Tennis/Pickleball Couple (12 months) Sept 1–Aug 31
Current \$416.75 (approved 6/6/23; effective 9/1/23) to \$429.25
- Tennis/Pickleball Family (9 months) Sept 1–May 31
Current \$424.50 (approved 6/6/23; effective 9/1/23) to \$437.24
- Tennis/Pickleball Family (12 months) Sept 1–Aug 31
Current \$463.00 (approved 6/6/23; effective 9/1/23) to \$476.89
- Tennis/Pickleball Individual (9 months) Sept 1–May 31
Current \$303.25 (approved 6/6/23; effective 9/1/23) to \$312.35
- Tennis/Pickleball Individual (12 months) Sept 1–Aug 31
Current \$330.75 (approved 6/6/23; effective 9/1/23) to \$340.67
- Tennis/Pickleball Junior (9 months) Sept 1–May 31
Current \$171.00 (approved 6/6/23; effective 9/1/23) to \$176.13

- Tennis/Pickleball Junior (12 months) Sept 1– Aug 31
Current \$185.25 (approved 6/6/23; effective 9/1/23) to \$190.81
- Tennis/Pickleball Couple (5 months) Jan 1-May 31 new at \$252.00
- Tennis/Pickleball Family (5 months) Jan 1-May 31 new at \$271.00
- Tennis/Pickleball Individual (5 months) Jan 1-May 31 new \$193.65
- Tennis/Pickleball Junior (5 months) Jan 1-May 31 new at \$109.20
- Court Fee (per half hour) Current \$2.50 to \$3.00
- Guest Rate (2 hours of play per person) Current \$19.00 to \$20.00

Annual Statement of Work and Fee Agreement - CivicRec

CivicRec is the Recreation Management Software solution used by the Parks and Recreation Department for Program Registration and Facility Reservation operations. The original CivicRec agreement, established as a multi-year agreement with a fixed annual rate will expire on June 29, 2024. This agreement is a 1-year term, annually auto-renewing, unless a termination notice is provided 60 days prior to the renewal date. Under this new agreement, there will be a 5% increase (\$885) compared to the rate of the expiring agreement. Subsequently, each renewal period will entail a 5% increment annually.

Contract for Services - Speaker at OHRC 2025 MLK Jr. Day Event - Seema Pothini

Agreement for Seema Pothina to speak at the 2025 Martin Luther King Jr. Day event hosted by the Owatonna Human Rights Commission(OHRC) on Monday, January 20, 2025. Ms. Pothiini spoke during similar event this year, and many requested she be invited to speak at future events. Ms. Pothini will receive \$2,500 for her presentation next January.

Council Member Voss made a motion to approve these Consent Agenda items, Council Member Svenby seconded the motion, all members voted aye for approval.

Finance Report

Council Vice President Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$1,909,833.18. Council Member Boeke made a motion to approve payment of all bills presented, Council Member Voss seconded the motion, all members voted aye in approval.

Resolution 57-24 VAR-19 Fence Height Variance - ISD #761

Community Development Director Klecker requested approval or Resolution 57-24 with regards to VAR-15 received from Kelly Snyder, Wold Architects, on behalf of ISD 761. This is a request for an eight (8) foot tall fence at 333 School Street East. Current code only permits a seven (7) foot tall fence. The Planning Commission recommends approval of this variance request. Council Member Svenby made a motion for approval, Council Member Raney seconded the motion, all members voted aye for approval.

Resolution 58-24 CUP-16 Accessory Structure - ISD #761

Community Development Director Klecker presented Resolution 58-24 authorizing Conditional Use Permit (CUP-16) for ISD #761 to construct a 3,200 square foot vehicle storage building at 333 School Street. The Planning Commission is recommending approval of the proposed garage with twelve feet tall side walls and a pitched, shingled roof. The structure will be sided with fiber cement siding to try and emulate the existing structures on the campus in a cost-effective manner. The proposed garage will be able to house approximately twelve school district vehicles. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Resolution 59-24 VAR-18 Side Yard Setback - 824 Vine ST E

Community Development Director Klecker requested approval of Resolution 58-24 approving a side yard setback variance at 824 Vine Street East as requested by Eric Hoyer for property owner, Two Rivers Habitat for Humanity. The landowner did not entirely cause the circumstances of the property because the lot is non-conforming, and the minimum home width is twenty-four feet. The front, rear, and west side yard setbacks have been reached. The minimum home size as required by ordinance would not fit the lot with the required setbacks. The variance is reasonable because a side yard setback of eleven feet is a larger setback requirement than detached-single family homes not on a corner lot. The traffic visibility corner will not be impacted because the front yard setback is typical (30 feet). Council Member Raney made a motion for approval, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 60-24 Final Plan - Cashman Addition No. 3

Community Development Director Klecker requested approval of Resolution 60-24 to adopt the Final Plat for Cashman Addition No. 3. This 0.56-acre plot owned by the City has been proposed for residential redevelopment. The intent is for the applicant to solicit an RFP for redevelopment, welcoming a range of medium and high-density residential proposals; those allowable uses under the R-6 zoning district. It is likely a variance will be needed to support redevelopment. Access to the parcel may be off 3rd Ave NW or 22nd St NW. The parcel is serviced through existing water, sewer, and storm sewer located in 3rd Avenue NW. Council Member Burbank made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Resolution 61-24 Exchange Property - Alexander Lumber Company

Community Development Director Klecker requested Resolution 61-24 authorizing an Agreement to Convey in Exchange to facilitate an exchange of property with JBM Acquisitions, LLC, parent company of Alexander Lumber Company in Owatonna. The Economic Development Authority (EDA) has purchased and demolished four houses on the north side of the 100 block of East Fremont Street for redevelopment. The EDA owns a fifth house which is currently rented. When pursuing a redevelopment project for this area, staff contacted neighboring businesses and Alexander Lumber expressed interest in consolidating

their storage area. Currently, they have a storage area on Fremont Street and on North Elm Avenue. They also have a vacant lot on East Rose Street that is used for employee parking. Alexander Lumber is interested in the two western lots the EDA owns to consolidate their storage area. They would likely sell their lot on North Elm if they were able to obtain the EDA lots. The agreement proposes exchanging the EDA's two western lots for Alexander Lumber's lot on Rose Street. The lot the City would be receiving is next to an existing EDA lot. The two together create a much more buildable commercial lot. This will also allow more opportunities for redevelopment along Rose Street. The lot on Rose Street is smaller than the two lots on Fremont combined but has higher value. The EDA approved this exchange at their May meeting, there is no exchange of money. There will be minimal costs associated with the closing that will be paid for by the EDA. Council Member Boeke made a motion for approval, Council Member Svenby seconded the motion, all members voted aye for approval.

Resolution 62-24 Support Senior Housing and Application for Tax Credits

Community Development Director Klecker presented Resolution 62-24, authorizing a Tax Credit Application for a Senior Housing Project. Staff have been working with LWO Properties, LLC, on the second phase of Eastgate Apartments. Eastgate Apartments is a 36-unit workforce housing tax credit apartment building located on Cherry Street. The City owns property to the east of Eastgate for the proposed project, a 60-unit affordable senior housing apartment building. Like the first phase, the city will submit the application to the Minnesota Housing Finance Agency (MHFA) for housing tax credits, these credits allow the units to stay affordable. City participation in the project is particularly important to scoring points on the application. The application is similar to the city's application for tax credits last year for a workforce housing project which we were not awarded. The application requires resolutions showing support and the City's financial contributions to the project. In our proposal, the City would contribute the land to the project, pledge tax increment financing to the project as well as contribute 2 years of Statewide Housing Aid in the form of a loan. Conversations with MHFA have indicated that this is an extraordinarily strong application. The application deadline is in July and tax credits are awarded towards the end of the year. If tax credits are awarded, this project would likely be built in 2026. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion, all members voted aye for approval.

Resolution 63-24 Authorizing Property Purchase and Other Assistance for Senior Housing

Community Development Director Klecker presented Resolution 63-24 authorizing the purchase of property and additional assistance for a proposed Senior Housing Project, the second phase of the East Gate Apartments. The City would contribute the land for the project (\$275,678 value), utilizing tax increment financing estimated at \$462,500 and providing a loan of \$266,102 for 30 years at 0% interest. Council Member Boeke made a

motion for approval, Council Member Svenby seconded the motion, all members voted aye for approval.

Resolution 64-24 Authorize General Obligation Bonds - 2024A

Finance Director Moen introduced Doug Green of Baker Tilly, the city's municipal bond advisor. Mr. Green gave presentation regarding the city's General Obligation Bonds, Series 2024A and General Obligation Tax Abatement Bonds, Series 2024B. Advised the council will be asked to approve two resolutions to authorize the issuance of these general obligation bonds.

- 1) Will authorize Baker Tilly to solicit bids on behalf of the city.
- 2) Set the date and time of the sale for July 16th at 10:00 a.m.
- 3) Approves the Terms of Proposal.
- 4) Authorizes city staff and Baker Tilly to execute and deliver an Official Statement.

Tonight, the city is authorizing two general obligations bonds, Series 2024A Bonds to cover street reconstruction (the 2024 Street and Utility Project) and a Capital Improvement (acquisition of the Law Enforcement Center) and Series 2024B Bonds to cover the Merrill Hall Project. Non-profit agencies rent space in Merrill Hall so bonds for this project are eligible for tax abatement and processed separately. The Series 2024A Bonds will be repaid over 10 years and the Series 2024B Bonds will be repaid over a 20-year period. The Bond Sale is planned for the morning of July 16th and council will consider awarding the bonds during the Council Meeting that evening.

Finance Director Moen requested approval of Resolution 64-24 to provide for the sale of \$1,865,000 General Obligation Street Reconstruction Bonds, Series 2024A scheduled for July 16, 2024. The City is issuing \$1,135,000 street reconstruction bonds pursuant to Minnesota Statute Chapter 475.58 (Subd. 3b) and the City's Street Reconstruction Plan in order to finance the following street projects:

1. 2024 Street & Utility project including McKinley Street SW from Linn Ave to Lilac Ave and Anderson Place SW from McKinley Street to the North cul-de-sac.
2. 2024 Cedar Ave N, 11th St NE to 26th St NE

These bonds will be repaid over ten years through a combination of assessments and a debt service levy. Following the sale of bonds, the interest rate the city charges on assessments will be reviewed. We are anticipating a rate 6.0%, which is based on a recommendation to charge 1.5-2.0% higher than the City's borrowing rate. The City is issuing \$730,000 capital improvement bonds to finance the acquisition of a portion of the law enforcement center in accordance with Minnesota Statute 475.521 and the City's 2024-2028 Capital Improvement Plan. There will be future debt service to repay the bonds. Council Member Raney made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

Resolution 65-24 Authorize General Obligation Tax Abatement Bonds - 2024B

Finance Director Moen requested approval of Resolution 65-24 to provide for the sale of \$5,205,000 General Obligation Tax Abatement Bonds, Series 2024B scheduled for July 16, 2024. The City is issuing tax abatement bonds in order to finance the renovation of Merrill Hall located on the City's West Hills Campus. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City must specify the public benefit of the abatement, identify properties located within its jurisdiction whose value will equal the proposed amount of abatement and the term of the abatement and further comply with public hearing requirements. A public hearing was held on May 7, 2024. The maximum amount of abatement levies in any given year cannot exceed the greater of 10% of the net tax capacity of the City or \$200,000. Based on the City's 2023/24 tax capacity of \$31,610,276, the greater amount is \$3,161,027. The City's projected maximum annual tax abatement for all outstanding general obligation tax abatement issues, including the Series 2024B Bonds is estimated to be \$365,000. Additionally, due to use of the project by the Little Theater of Owatonna, Inc. and Wee Pals Child Center, Inc., both non-profit corporations and organizations as described in Section 501(c)(3) of the tax code, the Series 2024B Bonds are designated as 501(c)(3), requiring the City hold a TEFRA hearing. The city held the TEFRA hearing on May 7, 2024. These bonds will be repaid over twenty years with a combination of tax abatement revenue derived from certain abated parcels and ad valorem tax levies. Budget Impact: There will be future tax abatement and debt service levies to repay the bonds. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 66-24 Settlement Agreement - Jaguar Communications

City Administrator Busse requested approval of Resolution 66-34 authorizing a settlement agreement with Jaguar Communications. Jaguar Communications (Metronet) wishes to terminate the video franchise agreement effective June 30, 2024. The current franchise agreement was scheduled to end on August 17, 2030. City staff have been working with Robert Vose, attorney with Kennedy & Graven, who specializes in this area, to negotiate a fair settlement amount in recognition of the lost franchise fee revenues and PEG support over this six-year period. This Settlement Agreement requires Jaguar to:

- 1) Remove any portion of the cable system from all streets and public property within the City associated solely and exclusively with the provision of video cable service.
- 2) Restore affected sites to their original condition, consistent with all code requirements.
- 3) Maintain Insurance policies as provided in the agreement.
- 4) Comply with all Right of Way permit obligations under the city code.
- 5) Provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues or to request removal of abandoned or unused Franchisee property.

Jaguar is required to pay the city \$100,000, which represents reasonable costs and expenses in connection with the loss of franchise fees. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

3-Year Strategic Plan: Years 2025-2027

City Administrator Busse requested approval of Owatonna's three-year strategic plan, 2025-2027. City Council and staff completed their annual update of the strategic plan through a planning session held in April. Council and staff reviewed the vision and guiding principles, which were crafted through input from the public, planning commission, city council and staff. The City's four Key Focus Areas have remained the same. However, each key focus area has issues, outcomes and targets identified within the plan to prepare for the community's expected growth. A system to track and report progress on the plan was also developed. The Strategic Plan will continue to be updated annually. The Strategic Plan is the guiding document for the city's budget, it serves as the road map to navigate the challenges ahead, make informed decisions and allocate resources wisely. Council Member Raney made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

Change Order #12 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

Public Works Director Murphy requested approval of Change Order #12 for the Wastewater Treatment Facility Expansion Project. Work Change Directives (WCDs) are created as a means to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #12 consists of nine WCDs and are as follows:

- 74 - FO 25 0 Hydronic Valve and Control Changes
- 75 - Remove Pressure Washing ABs 1 & 2
- 76 - Add influent and effluent pH sensors
- 77 - Revise PB blower piping per RFI 172
- 80 - Remove pipe educator pump location - RFI 174
- 82 - Admin - Masonry Infill and Floor System Add
- 83 - Mud Valve Replacement
- 84 - FO 29 - Install Manway in Secondary Digester
- 85 - FO 30 - Septage Receiving Station Changes

Detailed information about these Work Change Directives is on file in the Engineering Department. The cost of this change order is \$117,963.80. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

Wastewater Treatment Digester Cleaning Agreement - FSO Management

Public Works Director Murphy requested approval of the Wastewater Treatment Digester Cleaning Agreement with FSO Management LLC. The secondary digester at the Wastewater Treatment Facility requires cleaning within routine maintenance. Due to poor maintenance access and assumptions that minimal material accumulation occurs in the secondary digester, it has not been cleaned in 32 years. The WWTF Expansion project includes improvements to the secondary digester that requires the tank to be drained and cleaned to access components being replaced/improved. Upon draining, staff found a significant

accumulation of material, roughly 120,000 gallons. Based on material consistency and volume, staff estimated the total in-house cost would be \$100,000 to \$115,000 based on the equipment and personnel the city has available. That includes renting a vac truck in which we have not found one to be available in the near future. We also reached out to our municipal partners who have not been able to commit the hours needed due to this being their busy season.

The operation would require additional water to be added to allow for efficient vacuuming, which poses an issue for our bunker bio solids storage and land application in the fall. If we performed, we would lose our vac truck for an estimated 4 weeks, taking it away from jetting operation and televising. FSO to provide all the means of cleaning the digester, including trained confined space personnel, confined space equipment, submersible chopper pump, hoses, water booster pump, portable belt filter press, polymer, conveyor to load into trucks, power cords, project management. The process is expected to take five days to complete.

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

STAFF COMMENTS

Community Development Director Klecker commented Ashley Zion just began as the Planning Specialist, she will be in the office previously occupied by Ghassan Madkour, Housing Manager who moved to the office down the hall. Last year, 171 vouchers were issued through the housing program, this was a 26% increase over the last 6 years. We receive some funding for veterans and disabilities, 70% of our vouchers go to seniors or disabled individuals. The EDA is rolling out a Second Floor Challenge, a program encouraging revitalization of second floors in the downtown area. They are currently taking applications for \$20,000 grant funds, Lisa Cochran, Main Street Director is directing this program and will be talking with business owners.

Fire Chief Hoffman thanked everyone for the Fire Fighter Swearing-in-Ceremony held during the last Council Meeting, it was unfortunate there was a fire call during the meeting and many firefighters left the meeting. Fortunately, it is not raining tonight but we have received a lot of rain within the last few days. Staff have reviewed plans with the County Emergency Manager and prepared equipment for use if needed. They have been monitoring gauges on the river level and reviewing flood plans with county and city staff. Last month, the City's Nuisance Inspector received more than two hundred complaints about weeds or long grass. Staff have been busy with commercial inspections for fire code updates. They have identified some rental properties which were not issued a Rental License. Some of these properties have now been issued a license and staff will be working with other properties to bring their property into compliance. Firefighters are required to attend and complete various training sessions. Last year we hosted a national speaker at the high school with more than 100 firefighters from around the state attended. Last year each firefighter completed more than 40 hours of classes/ This year, they will participate in Trench Class for three days; other city staff also participate in this class. Fire Fighters take required initial

training with small group squad training which has been effective to know each other. The OSHA Standard for training was established during the '80's and the social standard is now higher. OSHA estimates the cost has increased \$14,000/year to meet the current standards. We anticipate this will affect our department more as we have to bring all to compliance, some small fire departments will not be able to do this. Two weeks ago, he testified before the National Council regarding training concerns. Several firefighters have advised of plans to retire, anticipate we will advertise to fill some positions late July.

Public Works Director Murphy commented that the recent rains, there was a catch basin issue when one became clogged when it caught a floating construction bag which created a land overflow. He encouraged everyone to keep catch basins clear, if one becomes clogged or there is another drainage issue, contact the Public Works Department with use of city's website to Report a Concern or call the non-emergency phone number, 541-8232. Dispatch will connect you with the on-call staff for Public Works. The contractor for 2024 Street & Utility Project was to begin next week, but recent weather has pushed the begin date into mid-August.

PUBLIC COMMENTS

Melissa Zimmerman, 2525 Mossy Creek Drive commented that she is speaking with a heavy heart. There have been several vehicle/pedestrian accidents which have affected many Owatonna residents. Safety must be a top priority, and you must commit to the responsibility of making our roads safe for all that use them. Prioritize safety over costs of infrastructure improvements by investing in current roadways to keep them in good repair. Engage community members in a dialog about safety so they will make good choices when on the road and yield to pedestrians. Also, encourage people to carpool which will reduce the number of vehicles on the road. Collaborate with the county to increase safety for existing roadways and those in the future

Gary Jones, 995 Ridge Road commented there are many apartments in the city. There are 1129 units with an average of three residents per unit so there are close to 3,400 people living in apartments. They do not have space to grill or walk their dogs. With no yards, they enjoy going to the city's parks. The city's Deer Archery Hunt started 10 years ago and needs to be changed. It is dangerous because hunters and park goers are there at the same time. Orange warning signs are posted restricting areas of the parks, but they should not be posted for two months. We should look at the deer counts to find the most remote spots and close those park areas for two weekends and not eight weeks.

COUNCIL & STAFF COMMENTS:

Council Member Voss commented that he had some concerns about the bond issuance process and met with City Administrator Busse prior to tonight's meeting. He appreciated Mr. Green's presentation tonight, with a lot of information to help answer his questions. Several previous bonds have ended, and all transactions are very well documented.

Mayor Kuntz commented there are currently openings on the EDA, West Hills Commission and OPU-Ward #3. The Board/Commission Application form is currently available on the city's website. He then commented that he will not seek re-election this fall and encouraged others to consider filing to be on the November ballot and becoming the city's next Mayor.

City Administrator Busse commented that a CGMC Regional Meeting will be held at the Eagles this Thursday; she, Mayor Kuntz and Council Members plan to attend.

Council President Schultz thanked everyone for attending.

At 8:04 p.m., Council Member Beke made a motion to adjourn, Council Member Voss seconded the motion, and the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commisison

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Doyal, Johnson, and Vetter (attended virtually). Also present were General Manager Warehime; Director, Engineering & Operations Fenstermacher; Director, Finance & Administration Olson; Director, IT & Metering Baum; Manager, Electric Operations Deering; Manager, Gas & Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Key Accounts & Energy Conservation Officer Hendricks; OPU Employees, Lori Jerpak and Shanda Meier. Other guests included Brian Maciej, President of Lime Valley.

President Zirngible opened the meeting by leading the Pledge of Allegiance. He then asked for any changes to, and/or approval of, the agenda and consent agenda. The consent agenda items included the minutes from the April 23, 2024 meeting, the Contributed Services report as of April 20, 2024, Union Contract ratifications and non-union wage adjustments. Commissioner Rossi moved to approve the agenda and consent agenda items. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Election of Officers

A slate of officers with Commissioner Zirngible as President and Commissioner Rossi as Vice President was presented to the Commission. Commissioner Rossi moved to approve the slate as presented. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Commissioners Rossi and Doyal will serve on the Personnel Committee with President Zirngible as an ex-officio member. Commissioners Johnson and Vetter will serve on the Finance Committee with President Zirngible as an ex-officio member.

Committee Reports

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed and approved disbursements totaling \$6,429,006.70. Mr. Doyal also reported four work orders were closed in April coming in under budget estimates. The Committee approved a change to a work order for maintenance work on a water tower. The change consisted of moving up the date of the maintenance work to take advantage of current pricing.

Personnel Committee – Commissioner Rossi reported there is one open position for an IT Operations Engineer. Seven people were interviewed. An Engineering Intern started; his name is Ethan Walter. Mr. Rossi further reported the committee discussed union negotiations and it was reported to him right before the meeting, Ryan Deering, Manager, Electric Operations will be leaving OPU after 29 years to work for SMMPA. Manager, Human Resources Madson reported an offer for the IT Operations Engineer has been extended to someone who has accepted and is currently in pre-employment screening.

City Administrator's Report

City Administrator Busse was not in attendance.

2024/2025 Gas Improvement Project Bid Tab

The attached bid tabulation was presented to the Commission for the 2024/2025 gas system improvement project. Staff recommended awarding the bid to the apparent, and evaluated, low bidder Q3 Contractors in the amount of \$1,413,740.75 over the course of the two-year project. Manager, Gas & Water Operations Prokopec noted Q3 performs a lot of their own work such as concrete and boring, so they can provide lower bids. After discussion, Commissioner Rossi moved to award the bid to Q3 Contracting in the amount of \$1,413,740.75. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

OPU Logo Redesign Presentation

Executive, Communications & Administration Coordinator Schmoll introduced Brian Maciej, President of Lime Valley, a Mankato based advertising company. Lime Valley helped with the development of OPU's website the last time it was updated. They are currently helping OPU with the redesign of the logo. It has been over 40 years since the logo has been updated. Standard is about every 30 years. With the 100-year anniversary celebration coming up, now is a good time to look at refreshing it. Mr. Maciej discussed the process the team has been working on and presented 10 potential logo concepts to the Commission. After extensive discussion, direction was given to try to use as much of the current logo as possible, maintain a circle type concept to represent the "O" in Owatonna. Based on feedback, Mr. Maciej and his team will present more concepts at the June Commission meeting.

Reserves Discussion

Director, Finance & Administration Olson presented to the Commission regarding OPU's current reserves policy, the reason for having reserves, setting appropriate reserves, and some proposed changes. Staff felt having this discussion now is timely with the potential purchase of the building on Bridge St. Mr. Olson noted, utilities have financial reserves for the benefit of the customer in that they mitigate financial risks, pay for capital projects without having debt, reduce the impact of rate fluctuations, and maintain and/or improve credit rating which helps if the utility needs to borrow money for larger capital projects such as building a water tower. He further noted there are three types of reserves: operating reserves, capital reserves and rate stability reserves. He discussed each one in detail and noted proposed changes. The operating reserves policy currently allows for a working fund of 38 days plus 10.4% of the largest monthly commodity expense. Proposed changes would include 30 days plus 100% of the largest budgeted monthly commodity expense. There are not any proposed changes to the capital reserve. Proposed changes to the rate stability reserve to help insulate rates from commodity cost volatility include increasing the amount of funds in the reserve in the electric and natural gas areas. Mr. Olson further discussed how OPU currently manages the reserve balances and discussed potential changes in each of the individual utilities.

Mr. Olson is proposing bonding for the purchase of the building on Bridge St. and paying for the upgrades to it out of reserves. After discussion, Mr. Olson will check on a few more things and come back to the Commission.

General Manager/Staff Report

Director, Information Technology & Metering Baum discussed new IT metrics graphs included with the packet.

General Manager Warehime noted he will be meeting with the owner of the Bridge St. building to begin negotiations and he thanked Mr. Deering for his years of service at OPU.

Commission Roundtable

There was not anything further from the Commission.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:53 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

Owatonna Human Rights Commission

Minutes – DRAFT Copy

The Owatonna Human Rights Commission (OHRC) met on Tuesday, June 11, 2024, in the Meeting Room of the Charles S. Crandall Center. Chair Jim Gunderson called the meeting to order at 5:30 p.m. Commissioner Hansen took roll call with Commissioners Jim Gunderson, Jessica Bjore, Mustafe Ismael, Brandy Leon, Jennifer Hansen and Julia Seykora, City Administrator Busse and Administrative Coordinator Clawson present. Commissioner Edgar Esquivel was unable to attend.

Following the Pledge of Allegiance, Commissioner Gunderson welcomed everyone to the meeting followed by a brief introduction of new members with Commissioner Ismael. After review of the Minutes of the May 14, 2024, OHRC Meeting, Commissioner Bjore made a motion for approval, Commissioner Ismael seconded the motion, and all members present voted aye for approval.

ITEMS of DISCUSSION

2024 Welcome Week

Commissioner Hansen commented that she met with Commissioners Seykora and Leon to plan a Human Library activity for 2024 Welcome Week. This activity will kick-off the 2024 Welcome Week during the Downtown Thursday event on September 5th. Participants will receive a bingo card with pictures displaying the books (humans) participating. Several books will be available for in-person discussion between 5:00 pm and 7:30 p.m. and other books can be viewed by accessing a prerecorded video via a QR Code shown on the book's poster. Posters will be posted throughout the event area and participants will be encouraged to view books to score a bingo and win a prize.

A general discussion was held regarding the size of the book posters. Commissioner Hansen shared a sample of an 8" x 11" and everyone thought this would be the size to use allowing city staff to print and laminate for this activity. Commissioner Hansen shared a preliminary sample of a Bingo Card and will bring cost estimate to the July OHRC Meeting for printing, filming, and photos. Prizes will be Chamber Bucks and a trinket item; Commissioner Bjore will contact vendors for trinket options and cost to report during the July OHRC Meeting.

General discussion was held to hold a soccer game during Welcome Week. Commissioner Gunderson commented several locations should be considered:

- 1) Daiken Soccer Complex – would be no charge to use a field for this OHRC event
- 2) Lincoln Park Soccer Fields – field available to host a game during the same time as a high school practice or game.
- 3) Grace Baptist Church – fee of \$150 to prep field.

Commissioner Ismael requested the game be held during the evening on Saturday, September 7th at the Daiken Soccer Complex. Additional information is needed to plan the event: Commissioners Bjore and Seykora to contact vendors for t-shirt options; Commissioners Gunderson and Seykora to contact potential food vendors and Commissioners

Ismael and Esquivel to contact teams to confirm participation. Will finalize plans during the July OHRC Meeting to increase event promotion opportunities.

Commission members agreed these two events will be the 2024 Welcome Week activities and Commissioner Seykora offered to add to the Owatonna Chamber Passport. Everyone was tasked to bring a catchy name for the events and a t-shirt logo to the July OHRC Meeting.

2025 Martin Luther King Jr. Day Event

Commissioner Seykora commented that she contacted Seema Pothini for presentation during the 2025 MLK Jr. Day Event. Ms. Pothini was the speaker during the 2024 MLK Jr. Day event and many requested she speak again. A proposed contract was received, it is like the 2024 contract, however, the speaker fee increased \$500 to \$2,500. The contract will go to the City Council for approval during their next meeting. Commissioner Hansen presented information with comparison of multiple venue options. Most agreed the Steele County History Center would be the preferred location, Commissioner Gunderson will follow-up with the History Center about use of audio equipment and confirm their maximum seating capacity; could the hallway or small adjoining room be used to offer more seating in the large room? Commissioner Gunderson will contact Riverland Community College about co-sponsoring the 2025 event as they have the last two years. Commissioner Hansen commented she will pursue additional sponsorships for the MLK Jr. Day event.

COMMISSIONER COMMENTS

Commissioner Gunderson commented that the OHRC request for 2025 budget allocation should not decrease from the \$6,000 amount received this year and hopefully increase. City Administrator Busse commented 2025 budget preparation is just beginning with a \$6,000 request for OHRC activities.

ADJOURNMENT

At 6:36 p.m., Commissioner Leon made a motion to adjourn, Commissioner Seykora seconded the motion, and the meeting was adjourned. The next meeting will be held on Tuesday, July 9, 2024, at 5:30 p.m. in the Meeting Room of the Charles S. Crandall Center.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator

OWATONNA PLANNING COMMISSION MINUTES FOR JUNE 11, 2024

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Charles S. Crandall Center – Chambers at City Hall with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Mark Meier, Kelly Rooks, John Eickhoff, Nick Peake, and Mark Wilson. Commissioners Rachel Springer-Gasner and David Effertz were absent. Community Development Manager Greg Kruschke, Planning Specialist Ashley Zidon, and Administrative Technician Kristen Kopp were also present.

A motion was made by Eickhoff and seconded by Meier to approve the minutes of the regular meeting of May 28, 2024. All Commissioners voting Aye, the motion carried.

Conditional Use No. CUP-15; which is a request by Jason Hall, with the consent of the City of Owatonna, to construct a 155 foot tall cell tower on the subject property at 1215 Kilworth Drive NW; was presented by Community Development Manager Greg Kruschke. The tower will allow for future co-locations in addition to the proposed tenant for the property located at 1215 Kilworth Drive NW. (Refer to report on file.) Public hearing opened at 5:34 p.m. No comments were made regarding this request. Public hearing closed at 5:35 p.m. Eickhoff asked why a variance for a fence wasn't being pursued. Kruschke said that the code allows seven feet. When you go to eight feet it requires a lot of building code requirements including structural engineering. Barbed wire isn't allowed. This is what they applied for. They didn't apply for a variance and they are required to meet code. The conditions are that they meet code. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of CUP-15, a request to construct a 155 foot tall cell tower on the subject property located at 1215 Kilworth Drive NW with the following conditions:

- 1) All fencing shall be constructed in full compliance with the ordinance.
- 2) All lease terms shall be met at all times.
- 3) All FAA Rules and permits shall be met.
- 4) Access drive and any private utilities be located to the north of the current utility easement.
- 5) A grading permit will be required for the lease area. All applicable stormwater requirements will be required to be met.

All Commissioners voting Aye, the motion carried.

Application VAR-18; which is a request by Eric Hoyer, Two Rivers Habitat for Humanity, for a side yard setback variance of nine (9) feet where a 20-foot side yard setback is required from the east property line on a corner lot located at 824 Vine Street East; was presented by Planning Specialist Ashley Zidon. Section 157.028 (A) states the setback requirements. (Refer to report on file.) Public hearing opened at 5:43 p.m. Janice Stavenau of 818 Vine Street East, the property to the west of the subject property, said there isn't much room between the house and her property line. She said she doesn't understand; there is not 30 feet there. The alley gets used a lot and she doesn't understand how they can build a house that close to hers. Peake said that the proposed structure shows that it is 10 feet from the side property line. Peake said that her garage looks to be less than ten feet from the property line. She said yes; there is an evergreen tree where the property line ends. Wilson said that the side yard setback from their house is 10 feet, not 30 feet. Meier said the house isn't going to go all the way up to the property lines. Zidon showed the actual survey of the house in relation to the property lines. It will be 10 feet from the property line between their houses. Kruschke said that the City ordinance requires ten feet from the side property lines for all residential zoning districts and the majority of houses in the City. That west property line is in compliance and could be built

anywhere in the City. The variance they're requesting is to go closer to the property line along Birch Avenue—to go from 20 feet to 11 feet. An interior side yard setback of 10 feet is the rule for any lot in the City. Janice Stavenau said she would just put a fence along that property line. Public hearing closed at 5:50 p.m. Meier asked if anyone has looked at financing capabilities for nonconforming lots such as this. This would fall into the category of something that would be financed through FHA. Taylor Herman, Board Chair of Two Rivers Habitat for Humanity, said that if that becomes an issue, they would be financing it through their own financing. Eickhoff said that in order to build anything on this lot, you'd have to have a variance. A motion was made by Eickhoff and seconded by Meier to recommend City Council approval of Application VAR-18, a request for a side yard setback of nine (9) feet based on the findings of fact and the following conditions:

- 1) The site triangle at the corner of Birch and Vine must remain open, completely free of obstruction, during construction and post-construction.
- 2) No yard encroachments such as decks or steps shall be permitted in the east side yard setback.

All Commissioners voting Aye, the motion carried.

CUP-16; which is a request by Kelly Snyder, Wold Architects, on behalf of ISD 761 for a 3,200 square foot vehicle storage building on the subject property located at 333 School Street East; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said they've received two calls inquiring about this request. One wanted to know if kids could still play on the grass and the other was clarifying the request. There were no concerns from those people. Public hearing opened at 5:56 p.m. No comments were made regarding this request. Public hearing closed at 5:47 p.m. Eickhoff said the request itself seems fairly simple and asked if there is a long-term plan for the site that could be shared at this time. Bob Olson, ISD 761, said as far as long-term plans, they don't know what's going to happen in the future. As of right now, the District Office is moving into the building to the north and the Maintenance Facility is moving into the old Ag Building. Peake asked if those functions are in separate buildings now. Olson said yes, the District Office is on Bridge Street and the Maintenance Facility is near The Eagles on Rose Street. Peake said it seems to fit with the other buildings and doesn't encroach on the green space. A motion was made by Peake and seconded by Wilson to recommend City Council approval of CUP-16, a request for a 3,200 square foot vehicle storage building on the subject property located at 333 School Street East with the following conditions:

- 1) Proposed fencing shall be in compliance with the action taken on VAR-19.
- 2) No additional structures shall be permitted without a public hearing process.
- 3) A final inspection shall be scheduled with the City once construction is completed.

All Commissioners voting Aye, the motion carried.

Application VAR-19; which is a request by Kelly Snyder, Wold Architects, on behalf of ISD 761 for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the subject property located at 333 School Street East; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 6:00 p.m. No comments were made regarding this request. Public hearing closed at 6:01 p.m. Meier said it is pretty straightforward request and he sees no issues with it. A motion was made by Meier to approve VAR-19. Meier withdrew his motion to allow for the question. Eickhoff asked why there is a seven foot requirement. Kruschke said it used to be that anything over six feet required a building permit. Our code allows for seven feet fences. There are building codes that come into play with eight feet. Bob Olson said that the chillers are eight feet and they wanted to

have less of that showing to the public. If seven feet is the way it is, that's the way it is. Peake asked about the existing fence around the track area. Olson said he believes there is fencing that is above eight feet due to it being on top of a retaining wall. A motion was made by Eickhoff and seconded by Meier to recommend City Council approval of VAR-19, a request for an eight (8) foot tall fence where only a seven (7) foot tall fence is permitted with the Findings of Fact:

- 1) The property is zoned R-1 Single Family Residential.
- 2) The variance application was published and notice was provided to property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
- 3) A public hearing was held at the Planning Commission on June 11, 2024.
- 4) The variance is in harmony with the general purposes and intent of the Ordinance.
- 5) The request is in general alignment with the Comprehensive Plan.
- 6) The circumstances of the property are not entirely caused by the landowner.
- 7) The variance request does differentiate in the fencing height to solve the security issued.
- 8) The variance will not alter the essential character of the neighborhood.

and the following condition:

- 1) A building permit and structural engineering are required for the fence.

Commissioners voting Aye: Eickhoff, Meier, Rooks, Wilson. Commissions voting No: Peake. 4 to 1, the motion carried.

Final Plat of Cashman Addition No. 3, which is a 0.56± acre tract of land zoned R-6 High Density Residential District, requested City of Owatonna and located at 285 22nd Street NW, was presented by Planning Specialist Ashley Zidon. (Refer to report on file.) A motion was made by Wilson and seconded by Peake to recommend City Council approval of this final plat, Cashman Addition No. 3, based on the findings of fact and the following conditions:

- 1) The final plat shall be recorded within 60 days of approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) Subject to City Engineer comments before recording.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on previous items. City Council approved the Karsten request on Canterbury Place as well as the preliminary plat of Cashman Addition.

Community Development Manager Greg Kruschke provided the monthly Building Reports for May. Single Family construction is low, but is starting to pick up.

There will be one item on the June 25 meeting—storage buildings on 26th Street NW.

A motion was made by Meier to adjourn and seconded by Peake at 6:14 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

OWATONNA PLANNING COMMISSION MINUTES FOR JUNE 25, 2024

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Charles S. Crandall Center – Chambers at City Hall with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Rachel Springer-Gasner, Kelly Rooks, John Eickhoff, Nick Peake, and David Effertz. Commissioners Mark Meier and Mark Wilson were absent. Community Development Manager Greg Kruschke, Planning Specialist Ashley Zidon, and Administrative Technician Kristen Kopp were also present.

A motion was made by Springer-Gasner and seconded by Eickhoff to approve the minutes of the regular meeting of June 11, 2024. All Commissioners voting Aye, the motion carried.

Conditional Use No. CUP-13; which is a request by Matthew Kern, to allow for two self-storage buildings to be constructed on the subject properties located at 290 & 320 26th Street NW, as well as a minor PUD to change the proposed joint access and off street parking; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:37 pm. Matthew Kern said he said he's seen the demand for these types of units in Owatonna. He already verbally has several units leased. He's trying to identify the right land for it and he designed it for this capacity. Peter Urberg, 196 Cedar Cove Lane NW, said he lives across the street. It looks like a good layout and said that Matt should be able to build a building of the same size as the existing storage building. He asked if it was appropriate to require foliage in his installation. Public hearing closed at 5:40 p.m. Springer-Gasner said it's a good use of space. A motion was made by Springer-Gasner and seconded by Peake to recommend City Council approval of CUP-13, a request to allow for two self-storage buildings to be constructed on the subject properties and a request to amend the minor PUD to change the proposed joint access and off street parking areas with the following conditions:

- 1) A masonry or stone wainscoting shall be added to the south elevation of the building to tie in with the other structures in the development.
- 2) A 5 foot setback shall be provided from the south property line to the back of curbing on the access drive.
- 3) Landscaping shall be installed on these lot as discussed in the report. A plan shall be submitted prior to a building permit being issued.
- 4) A Maintenance Agreement for existing stormwater BMP and accompanying access easements will be required prior to Grading Permit approval. No building permit will be issued until a stormwater management plan and grading permit are approved.
- 5) All retaining walls shall be located outside of the utility easements.
- 6) Trash shall be regularly picked up on site.
- 7) Exterior storage is not permitted.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on previous items. City Council approved the school district requests at their last meeting as well as the Habitat house. The Habitat board was able to meet with the concerned neighbor and work through most of their issues after the Planning Commission meeting. Cashman Addition No. 3 was approved as well.

A motion was made by Eickhoff to adjourn and seconded by Effertz at 5:43 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on JUNE 24, 2024

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:01 p.m. in the Crandall Small Conference Room 120 by Chairperson Olivo.

Members present were Julie Fiske, Vicki Olivo, John Hole, and Lindsay Schultz. Member Nathan Dotson was absent. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour, Mary Reedy of Clifton Larson Associates, and Senior Administrative Technician Kristen Kopp.

Review 2023 Final Audit: Mary Reedy, Clifton Larson Associates, presented the 2023 Final Audit. There were three reports provided to the Commissioners. Since Mainstream Voucher income was increased, there was about \$877,000 coming in from HUD. The audit threshold was \$750,000. As we started to test the program, we noticed Madkour was doing everything. Normally what we see in bigger HRAs is that those duties are given to multiple people. Madkour and Finance Director Rhonda Moen are coming up with a plan. Madkour said he and Klecker were having discussions as well. Reedy said the only findings they had were with Journal Entries and then the segregation of duties. Madkour said he doesn't believe the HRA has had a single audit and asked Reedy to explain. She said the Owatonna HRA has always been under \$750,000, but when you add in Mainstream, it puts you over that limit. With that, they have to do separate testing of five to six areas of compliance. It's all different types of controls over those Federal dollars. It is quite a bit of additional work whereas in the past, they just reported the Federal dollars and they were done—no testing was involved. This year they had to do much more extensive testing. She gave an overview of the audit and said the programs are operating as they should. Schultz asked if the findings were primarily segregation of duties. Reedy said they didn't find anything particularly wrong, but Madkour is doing everything. The control would be to have someone reviewing the compliant areas. Olivo asked if that would have to be full-time or temporary. Klecker said that Madkour has done a fabulous job, but the total vouchers are a percentage above from where he started. Klecker said a part-time HRA person for the 2025 Budget that would help with the workload and accountability piece as well. We are more than just a one-person operation. It's not recommended that just one person does it. Olivo asked if Reedy has done audits for other cities and wondered if she's seeing an increase in all cities. Reedy said they've seen an increase in general because rents are going up. They've seen an increase in vouchers as well. By no means is Owatonna different. The big thing was joining the Mainstream Voucher program and the natural increase in the HCV. Klecker said the Mainstream program is 40 vouchers—that's quite a bit. Olivo commended Madkour on the work he's been doing. Madkour thanked Reedy for joining.

There was some discussion about the part-time position. If the budget is approved by City Council, the earliest they could advertise would be January.

A motion was made by Hole and seconded by Schultz to approve the 2023 Final Audit as presented. All Commissioners voting Aye, the motion carried.

Approval of the Minutes: A motion was made by Schultz and seconded by Fiske to approve the minutes of the April 22, 2024, HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker said that they are working on the preliminary budget now. They budget for a \$200,000 levy, which is pretty low when you think about the maximum we could do, or what other cities around us do. We're at the point where we'd want to budget a little more for the part-time person. There will be a higher percentage increase on the HRA side. We will offset part of that with administrative costs that come from the program. We're still in the double digits—in the neighborhood of 15 to 20% increase. It is an anomaly—making a jump from one person to two. Schultz asked what prior increases have been. Klecker said we've gone up about \$5,000 in the last years, which is very minimal. As far as projects, there is an ongoing effort to get more housing in general and more affordable housing projects. These projects take a long time and there is usually subsidy

involved. The two housing projects they're working on are Hillcrest and Eastgate 2. We should be hearing about Hillcrest in July and will be looking to go through the TIF process. Eastgate 2 would be a 2026 project. It's a 60-unit senior housing project. It's a good move to have a senior housing project as seniors who are in homes would move in and free up homes. We probably won't hear about that until December. There are other affordable housing efforts, including United Way. There is a task force and they have been involved in a number of smaller scale things. Also, the county has an affordable housing fund. The HRA pledged \$50,000. Klecker said he sits on that task force. The things they are focusing on are a revolving loan program that would help create more affordable rental units. They have loosely talked about making a loan program of up to \$20,000 for a landlord to put into their units as long as they made it affordable. The other one is filling in vacant lots at Colonial Manor Mobile Home Park. There are about a dozen available. They are looking at a loan program because it's hard to get a loan to purchase a mobile home. This would help people or investors purchase them. They want to create more affordable housing units and to make it revolving so it comes back in and they always have a pot of money to put toward affordable housing. He gave an update on the lot on 22nd Street NW and 3rd Avenue NW that was given to us from the Cashman family. There were some title and planning issues that are all resolved now. The platting process is complete and just needs to be recorded. They are aiming to get affordable housing on the lot. They could do a number of different things, such as a Request for Proposal. It's not a huge lot—they probably won't be able to get more than four units on it. They could also work with a nonprofit to do a project there. Three Rivers and Habitat for Humanity might be interested in doing something. Schultz asked if Habitat has done anything like that before. Klecker said they hadn't, but are interested. There was some discussion on the benefits and drawbacks of an RFP versus working with a specific group. The Commissioners agreed that working with a specific group was a good place to start.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for May totaled 106. Total year to date assistance and administration costs were \$413,688.62 and revenues were \$391,562.39. The Housing Choice Voucher Program fund balance at May month end is \$190,814.73. The HRA Revenues year to date total is \$217,742.55 and the expenses total \$199,186.70. The HRA General Fund balance is \$676,598.00.

There has been some turnover. There are 176 clients being served. There are fourteen clients searching for places. It's tough. There is an orientation coming up this week with five people. He's trying to get one orientation a week. He gave an update on the waitlist purge. He sent the letters on June 3 and they had 14 days to get back to him. The letter asks if they are still interested, and if they are, to update their contact details. Out of 138 letters he sent out, 29 came back—so 109 people came off the list. They can reapply, and with 109 people off, they probably won't be too far behind where they were.

A motion was made by Hole and seconded by Fiske to approve the reports as presented. All Commissioners voting Aye, the motion carried.

New Business: Klecker said that the City purchased a house at 506 Maple Drive that is in the floodplain. They bought it with a DNR grant and closed on it about a month ago. The DNR paid for the purchase and restoring it back to greenspace. The house is a 1957 rambler that is still in decent shape. The City is considering moving it to another lot and selling it. One of the lots they are looking at is on Partridge Avenue. It does fit in there. Whenever we move a house, we have to go through Zoning approvals. A lot of times it requires improvements to the house to make it fit in to the new neighborhood. They would likely have to install new siding and put a basement in. It's two bedrooms and one bath and they could replicate that in the basement. There are some costs that go with it. He said his initial thought is to have the HRA fund it. It is an HRA lot. It's a house that is already paid for, but it will have to be moved and have some improvements. The thought is to sell it at market rate and put any profit toward HRA efforts. Olivo said she thought that was great. Klecker said he's already anticipating a two-stall garage, new windows, new siding, and a new roof. Hole agreed that it's a good idea since we have the lot. Klecker said if they want to go down that route, he'd want to contract with someone to take care of it all. Olivo said they'd be interested if he could get a full estimate. Klecker said he will get an estimate and bring it to the next meeting.

Adjournment: There being no further business, a motion to adjourn was made by Schultz and seconded by Hole. All Commissioners voting Aye, the motion carried. The meeting adjourned at 5:21 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager



CITY OF
OWATONNA

Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 14, 2024 to June 26, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	The vacant lot with long grass and weeds has been mowed as of June 19, 2024. RJS	6/19/2024			6/19/2024	Has been mowed.	0.5
Hartle Avenue	The vacant lot with long grass and weeds has been mowed as of June 19, 2024. RJS	6/19/2024			6/19/2024	Has been mowed.	0.5
Maple Leaf Lane Northeast	Complaint: Tall thistles/weeds on vacant lots 17-572-0107 to 0111, 17-572-0207, 0209 to 0213, 17-677-0103, 0105, 0107 in the new housing vacant lots as of June 2024. (Maple Creek Estates) Location pictures: 8547, 8548, 8549 as of June 20, 2024. RJS	6/20/2024	6/25/2024	7/12/2024		Parcel #: 17-572-0107, 17-572-0108, 17-572-0109, 17-572-0110, 17-572-0111, 17-572-0207, 17-572-0209, 17-572-0210, 17-572-0211, 17-572-0212, 17-572-0213, 17-677-0103, 17-677-0105, 17-677-0107	0.5
103 19 Street Northeast	Complaint: Tall gras - see picture 8539 June 19, 2024	6/20/2024	6/25/2024	7/5/2024			0.5
108 17 Street Northeast	Long grass and weeds.	6/20/2024	6/26/2024	7/6/2024			0.5
112 14 Street Northeast	Complaint: Owner has garage sales Thurs-Sat every week. They've had over 20 this year.	6/20/2024				Recheck from previous week. No garage sales.	0.5
1125 Jerake Place	Complaint: Wheelbarrow and canoe behind outbuilding, tall grass around the items, other items littering yard.	6/18/2024				The complaint items behind the outbuilding are not a problem at this point in time. See attached picture 8536 dated June 18, 2024 shows no problem at this location. RJS	0.5
122 School Street East	Complaint: Tall grass in backyard. Picture 8544, 8545 as of June 20, 2024	6/20/2024			6/24/2024	The complaint location mowed the tall grass in the backyard as of June 24, 2024. RJS	1
1322 Bigelow Avenue	Long grass and weeds.	6/17/2024			6/19/2024	Has been mowed.	1
1575 Mineral Springs Parkway Northeast	Couch on the blvd area.	6/6/2024			6/12/2024	Has been removed.	1
1915 Bigelow Avenue Northeast	The complaint location has been mowed as of June 17, 2024. RJS	6/17/2024			6/17/2024	Has been mowed.	0.5
1930 Kenyon Road Northeast	Long grass and weeds in all yards. The complaint location did not mowed the yards as of June 24, 2024. Need to take a reinspection picture on Tuesday, June 25, 2024. RJS The reinspection picture 8565, 8566 of the complaint location was taken on June 25, 2024. Need to call the mowing service. RJS	6/6/2024	6/14/2024	6/24/2024		6/26/24 - Contacted mower.	1
2102 7 Avenue Northeast	Compliant: Long grass on north side of property (that side of the property is never mowed).	6/26/2024					0.5
221 Beech Avenue	Long grass and weeds	6/20/2024	6/26/2024	7/6/2024			0.5
222 McKinley Street West	Complaint: Tall grass in all yards. Picture 8546 as of June 20, 2024.	6/20/2024	6/25/2024	7/5/2024			0.5
2315 Cedar Avenue North	The complaint location has been mowed as of June 21, 2024. RJS	6/21/2024			6/21/2024		0.5
236 Plainview Street	Complaint: Large thistle & weed patch on east side of residence. See picture 8550, 8551 as of 6/20/24	6/20/2024	6/25/2024	7/5/2024			0.5

Weed/Nuisance Complaint Inspections					OWATONNA FIRE DEPARTMENT		
June 14, 2024 to June 26, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
2392 Haddonstone Lane Northeast	Vacant lot 17-600-0112 with long grass and weeds.	6/12/2024	6/18/2024	7/2/2024			0.5
2396 Haddonstone Lane Northeast	Vacant lot 17-600-0113 with long grass and weeds.	6/12/2024	6/18/2024	7/2/2024			0.5
315 Hazeltine Avenue Northeast	Long grass and weeds	6/7/2024			6/10/2024	Has been mowed.	1
332 Rose Street East	Nothing has changed - owner was supposed to be hiring someone to cut back yard. Talked to the tenant - She stated the the back yard has not been cleaned and mowed as of June 17, 2024. RJS	6/17/2024	6/18/2024	6/28/2024			0.5
350 Stoneridge Lane Northeast	Reinspection picture 8525 of the complaint vacant lot with long grass and weeds as of June 14, 2024. Need to setup cutting service as of 6/14/24. RJS Not cut as of June 20, 2024. RJS	6/14/2024			6/24/2024	6/20/24 - Emailed owner - he will make sure farmer cuts next time. It is too wet to cut now. Trampoline in lot has been moved so farmer will be able to cut in the next few weeks. Closed complaint.	1
404 Dartt Avenue	Long grass and weeds in all yards	6/10/2024			6/11/2024	Has been mowed	1
427 Bridge Street West	See attached picture of the trailer full of trash in the backyard as of 6/14/24. RJS	6/14/2024	6/12/2024	6/22/2024		The trash trailer was removed from the driveway as of June 25, 2024. RJS	1.5
434 Dartt Avenue	Long grass and weeds in all yards The complaint location did not mowed the yards as of 6/24/24. The reinspection picture 8564 was taken on June 25, 2024. The complaint yards were not mowed. Need to contact the mowing service. RJS	6/10/2024	6/14/2024	6/24/2024		6/26/24 - Contacted mower.	0.5
435 Allan Avenue Southwest	Reinspection pictures 8527, 8528, 8529 as of 6/14/24. No change in complaint status as of June 14, 2024. RJS Need to send another violation notes for the complaint location as of June 14, 2024. RJS	6/14/2024					0.5
435 Allan Avenue Southwest	Reinspection pictures 8527, 8528, 8529 as of 6/14/24. No change in complaint status as of June 14, 2024. RJS Need to send another violation notes for the complaint location as of June 14, 2024. RJS	6/14/2024			6/17/2024	Complaint location has mowed the backyard as of 6/17/24. Restacked the tree branches into a single pile back of the garage as of 6/17/24. RJS	1.5
453 Mound Street	Common burdock weeds on the west hillside - under tree.	6/20/2024	6/26/2024	7/6/2024			0.5
484 Glendale Street	Long grass and weeds.	6/18/2024	6/26/2024	7/6/2024			0.5
513 Mineral Springs Road Northeast	Couch on the blvd.	6/12/2024			6/14/2024	Has been removed.	1.5
544 Hazel Lane	Long grass and weeds.	6/18/2024	6/26/2024	7/6/2024			0.5
580 Ridge Road	Complaint: Washing machine and TV in front of garage; tires on side of garage; not mowing back yard. Uploaded complainant's pictures.	6/14/2024	6/25/2024	7/5/2024			0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 14, 2024 to June 26, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
607 Hazel Lane	Complaint: Tall grass. complaint location picture 8532 as of June 14, 2024. RJS	6/14/2024	6/25/2024	7/5/2024			0.5
609 Harriet Avenue	Long grass and weeds in all yards.	6/11/2024	6/18/2024	6/28/2024	6/18/2024	The complaint location with long grass and weeds has been mowed as of June 18, 2024. RJS	1
615 Hazel Lane	Long grass and weeds.	6/24/2024	6/26/2024	7/6/2024			0.5
622 Prospect Street	The backyard of the complaint location has been mowed as of June 17, 2024. See reinspection picture 8533 of the backyard from University Street as of June 17, 2024. RJS	6/17/2024			6/17/2024		0.5
652 22 Street Southeast	The back yard was cut was of 6/12/24. RJS	6/12/2024			6/12/2024	Has been mowed.	0.5
717 Cedar Avenue South	The mattresses and furniture and full dumpster have been removed as of June 14, 2024, in the back-alley. RJS	6/14/2024			6/14/2024	Have been removed.	0.5
724 13 Street Northeast	The front yard has been mowed as of June 19, 2024. Unable to see and review the backyard as of June 19, 2024. Will continue to review the complaint as needed. RJS Unable to see the backyard-6/20/24	6/19/2024			6/25/2024	6/25/24 - Closed complaint since we are unable to view the backyard. Will reopen if we receive another complaint about it. 9609	1.5
725 Cedar Avenue South	The complaint items in the back-alley way have been removed as of June 14, 2024. RJS	6/14/2024			6/14/2024	Have been removed.	0.5



CITY OF
OWATONNA

Licenses Permits

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: <u>mn pheasants inc</u>	Previous Gambling Permit Number: <u>x-74011-23-040</u>
Minnesota Tax ID Number, if any: <u>es29793</u>	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: <u>p.o box 351</u>	
City: <u>owatonna</u>	State: <u>mn</u> Zip: <u>55060</u> County: <u>steele</u>
Name of Chief Executive Officer (CEO): <u>George c Sprague</u>	
CEO Daytime Phone: <u>507-456-9337</u>	CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)	
Email permit to (if other than the CEO): <u>jp585b@live.com</u>	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☒ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 1525 south cedar ave

Check one:
☒ City: owatonna Zip: mn County: steele
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 07-13-2024-08-18-2024

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

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

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

LG220 Application for Exempt Permit

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Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel: [Signature]

Title: Admin Coordinator Date: 6/21/2024

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 6-21-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: George C Sprague

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Eagles Ladies Auxiliary #1791

Previous Gambling Permit Number: X- X-04986-17-009

Minnesota Tax ID Number, if any: 8138534

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 141 E. Rose St.

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

Name of Chief Executive Officer (CEO): Toni Svoboda

CEO Daytime Phone: 507-413-1136

CEO Email: _____

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 14 - August 18, 2024

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

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

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel: *Gregory Dawson*

Title: Admin Coordinator Date: 6/24/2024

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

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

Print Name: Toni Svoboda

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer



CITY OF
OWATONNA

Event Permits

EP-24-35

Events Permit Application

Status: Active

Submitted On: 6/24/2024

Primary Location

No location

Applicant Katharine Riewe 612-709-2807

katharine.riewe@wengercorp.com

 555 Park Drive
Owatonna, MN 55060

Event Information**Event Name**

Ride for Hope

Event Contact*

Katharine Riewe

Location of Event*

Eagles Owatonna 141 E Rose Street, Owatonna, MN 55060

Items requested from the City:

Police assistance as motorcycles leave town, 10:15 from the Eagles. Traveling west on Rose Street to Hoffman Avenue and then out of town on Old Crane Creek Road., request police assistance at the 5 stop lights along this route.

Description of Event* ?

Ride for Hope is a charity event that includes a motorcycle ride, raffles and live auction. All proceeds benefit 3 non profit charities. Ride will happen rain or shine!

Event Set Up Date

07/13/2024

Event Set Up Time* ?

7am

Actual Event Date*

07/13/2024

Actual Event Time* ?

8am

Clean Up Date*

07/13/2024

Clean Up Time ?

9pm

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

Postponed

Reschedule Date

—

Estimated Attendance* ?

150

Application Information

Sponsoring Organization Name*

Wenger Corporation

Mailing Address*

555 Park Drive

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.wengercorp.com

Primary Contact

Name*

Katharine Riewe

Phone Number*

612-709-2807

Cell Phone

612-709-2807

Email Address*

katharine.riewe@wengercorp.com

Primary On-site Contact

Name*

Katharine Riewe

Cell Phone*

612-709-2807

Alternate On-site Contact

Name*

Chasidy Christensen

Cell Phone*

507-456-2620

Refer Media or Citizen Inquiries To:

Name*

Katharine Riewe

Phone*

612-709-2807

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

10:15 am depart from Eagles

Date*

07/13/2024

Name of Requested Street(s)*

Rose Street

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

Eagles parking lot 8am-10:15am

Date*

07/13/2024

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

Signage at Eagles for the RFH event

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

Yes

Type*

10am for announcements/prayer in parking lot

Hours*

10am-10:15am

Will sound be amplified after 10:00pm?*

No

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

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

3

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Eagles regular bar inside

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

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

none

Describe level of advertisement* ?

none

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Eagles will provide clean up

Will event need traffic control?*

Yes

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

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

The crowd/riders will be in the Eagles and outside in the parking lot preparing for the ride that departs at 10:15am

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

We will take cover in case of emergency.

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

Name*

Katharine Riewe

Phone Number*

612-709-2807

Email*

katharine.riewe@wengercorp.com

List any other pertinent information

I will contact the Owatonna Police department to request an escort out of town. Leave Eagles lot left on Rose Street, through stop light, right on Hoffman at Stop light. Continue on Old Hwy 14 through 5 stop lights. We are requesting assistance at each light as our group leaves town.

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

Applicant Signature

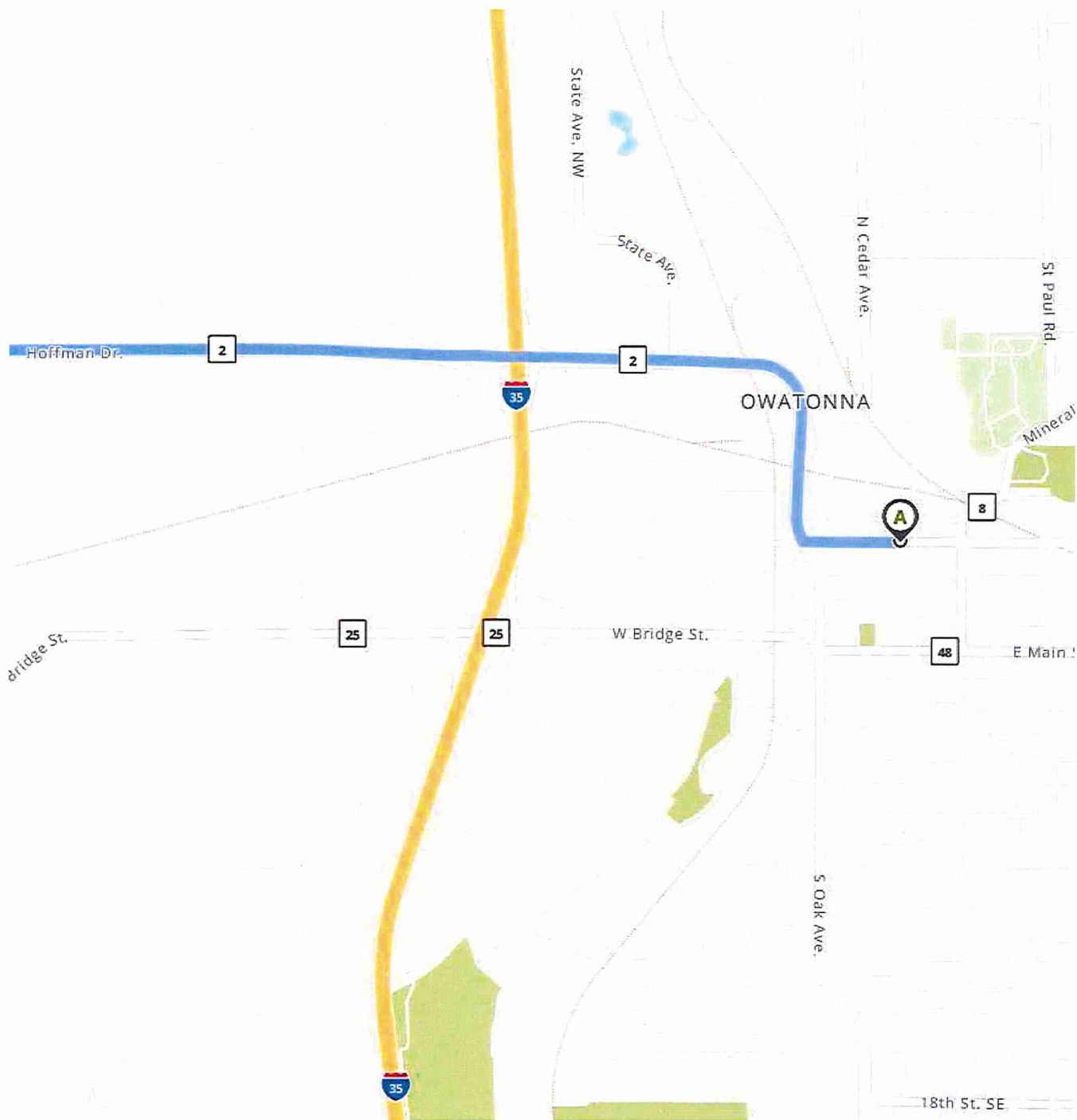
*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance"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

Signature of Applicant*

✓ Katharine M Riewe
Jun 24, 2024

Internal Use

🔒 Special Provisions



Start at the Eagles, west to Hoffman Avenue and proceed out of town on old Hwy 14

Leg 1: Eagles to Cleveland Muni

55 minutes - 43 miles

Blockers

1	Turn	LEFT	leaving Eagle's parking lot on Rose St	0
		STOP LIGHT	Straight	0
2	Turn	RIGHT (STOP LIGHT)	on Hoffman Drive / Old 14 (west)	0
	Straight	5 Stop lights	through town	
			travel approx 8 miles	
3	Turn	RIGHT	Co Rd 18 or NW 97 Ave	0
			travel approx 3 miles	
4	Turn	RIGHT-STOP 2L	Co Rd 18/2 (north)	2
5	Turn	LEFT - 1L/1R	County Road 10 (west)	2
6	Turn	LEFT -STOP 1L/1R	Co Rd 10/7 (west)	2
			travel approx 3 miles	
7	Turn	RIGHT-STOP 2L	MN Highway 13	2
			travel 6 miles to Waterville	
8	CROSS	CROSS 2L-2R	Hwy 60	4
9	Turn	LEFT-1 Forward	Cty Road 12 (west) Tetonka Lake Rd	1
			approx 7 miles	
10	Turn	RIGHT-STOP 1L	Scotch Lake Road (north)	1
			approx 8 miles	
11	Turn	RIGHT- STOP 1L	Cty Road 15/10th Street South	1
			About 1 mile	
12	Turn	LEFT-1 Forward	Broadway Street	1
			Park behind Muni in Lot/alley	

16

EP-24-33

Events Permit

Application

Status: Active

Submitted On: 6/12/2024

Primary Location

No location

Applicant



Scott Kozelka



507-451-5305



steelecountyfreefair@scff.org



1525 S Cedar

OWATONNA, Minnesota 55060

Event Information

Event Name

Steele County Free Fair

Event Contact*

Scott Kozelka

Location of Event*

1525 S. Cedar Ave-Steele County Fairgrounds

Description of Event*

Steele County Free Fair

Event Set Up Date

08/06/2024

Event Set Up Time*

7:00 AM-11:00 PM

Actual Event Date*

08/13/2024

Actual Event Time*

8:00 AM-1:00 AM

Clean Up Date*

08/19/2024

Clean Up Time

7:00 AM-10:00 PM

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

Canceled

Estimated Attendance* ?

300000

Application Information

Sponsoring Organization Name*

Steele County Free Fair

Mailing Address*

P.O. Box 650

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.scff.org

Primary Contact

Name*

Scott Kozelka

Phone Number*

507-451-5305

Cell Phone

507-363-6093

Email Address*

s.kozelka@scff.org

Primary On-site Contact

Name*

Scott Kozelka

Cell Phone*

507-363-6093

Alternate On-site Contact

Name*

Dan Deml

Cell Phone*

507-456-2729

Refer Media or Citizen Inquiries To:

Name*

Scott Kozelka

Phone*

507-363-6093

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

See Attached Addendum

Date*

08/11/2024

Name of Requested Street(s)*

See Attached Addendum

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

08/11/2024-08/19/2024

Date*

08/11/2024

Parks*

Yes

Start/End Time*

08/11/2024-08/19/2024

Date*

08/11/2024

Name of Requested Park(s)*

Fairgrounds Park

Will any signs/banners be put up?*

Yes

Number and Size*

Several

Will there be any inflatables?*

Yes

Insurance certificate from rental vendor is required. *No staking without approval*

Will there be entertainment?*

Yes

What Type*

Bands, Concerts, Bulls N Barrels, Demo Derby

Will sound amplification be used?*

Yes

Type*

To Be Determined

Hours*

To Be Determined

Will sound be amplified after 10:00pm?*

Yes

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

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

Yes

Dimensions*

3 stages and several tents

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

Yes

Dimensions*

To Be Determined

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

349

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Steele County Free Fair

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

Yes

Will this event require a Temporary Liquor Permit?*

Yes

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

NA

Describe level of advertisement* ?

TV, Radio, Flyers, Ads, Website, Facebook, Twitter, and various media outlets

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

4

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

50

Size Needed*

Large

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

Will Central Park Stage be used?*

No

Will there be any horses?*

Yes

Number Animals Anticipating*

0

How will horses be used?*

Judging and exhibits

Please provide insurance information and complete Hold Harmless Agreement

**It is the responsibility of the applicant to cleanup
any animal feces. Agreed:***

☒ Scott Kozelka
Jun 12, 2024

Describe trash removal and cleanup plan during and after event*

Hired trash removal and cleanup

Will event need traffic control?*

Yes

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

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

This is controlled by the Steele County Sheriff's office

Will "No Parking" signs be needed?*

Number Needed*

Yes

50

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

Will event need security?*

Will event need Emergency Medical Services?*

Yes

Yes

Contact Gold Cross Ambulance" 507-451-6403

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

Kristen Sailor, Steele County Emergency Management monitors the weather and informs the fair.

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

Name*

Phone Number*

Scott Kozelka

507-363-6093

Email*

s.kozelka@scff.org

List any other pertinent information

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

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

Applicant Signature

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

Signature of Applicant*



Scott Kozelka

Jun 12, 2024

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved, Fire Department participates during the fair.

Park & Rec. Department Approval / Comments / Notes

Approved. Please work with Jesse Wilker and Mike Klein directly regarding specific delivery dates, locations and details.

Police Department Approval / Comments / Notes

Approved, will provide service as in previous years.

Public Works Department Approval / Comments / Notes

We will do the same as done in the past. Any questions call 507-456-5028.

Building & Inspection

Approved with no comment.

Date to Council

- Council Consent Agenda - July 2, 2024



Steele County Free Fair

Minnesota's Biggest County Fair

1525 South Cedar Avenue • P.O. Box 650

Owatonna, Minnesota 55060

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

Website: www.scff.org

E-mail: steelecountyfreefair@scff.org

EXECUTIVE BOARD

Scott Kozelka
Manager

Dan Deml
President

Wayne Steele
Vice President

Tim Arlt
Treasurer

ASSISTANT MANAGER

Stephanie Dietz-Gill

DIRECTORS

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



June 12, 2024

ADDENDUM 1

Addendum to Steele County Free Fair Special Event Permit

OWATONNA STREET DEPARTMENT AND OWATONNA LAW ENFORCEMENT

Owatonna Street Department

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

- Last year was Keith Mass and Duane Perkins
- Flush all drain mains or main drain lines.
- Suck out all catch basins (pits inside buildings)
- Jet lines where needed, to make sure things are flowing good.

Sunday, August 11, 2024:

- Sweep Streets (This has normally been done early morning example 5-7 AM)
- SCFF is requesting to restrict parking in the parking lane on 18th Street SE from 5:00 PM, Sunday, August 13, 2023 to Noon, Monday, August 21, 2023.

Monday, August 12, 2024:

- Put up no parking signs on list provided (Addendum 2)

Fair Starts-Tuesday, August 13, 2024:

- Sweep Streets- early morning (5-7AM)

Wednesday, August 14, 2024 - Saturday, August 17, 2024:

- Sweep Streets-early morning.

Fair Closes-Sunday, August 18, 2024:

- Sweep Streets -early morning.

Monday, August 19, 2024:

- Sweep streets in open areas if possible.

Submitted by

Scott Kozelka
Manager

Adventures to Explore in 2024

August 13-18



Steele County Free Fair

Minnesota's Biggest County Fair

1525 South Cedar Avenue • P.O. Box 650

Owatonna, Minnesota 55060

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

Website: www.scff.org

E-mail: steelecountyfreefair@scff.org

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Doug Meier
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Josh Prokopec
Brent Svenby



June 12, 2024

ADDENDUM 2

Owatonna City Council
540 West Hills Circle
Owatonna, MN 55060

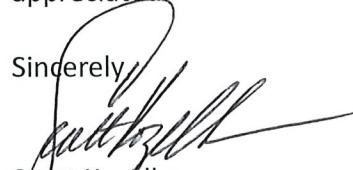
Dear City Council Members,

The following is a list of the streets adjacent to the fairgrounds which the Fair Board would appreciate having posted for "No Parking" from August 13-18, 2024 for safety and traffic flow reasons.

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

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

Sincerely,


Scott Kozelka
Manager

Adventures to Explore in 2024
August 13-18

EP-24-36

Events Permit

Application

Status: Active

Submitted On: 6/26/2024

Primary Location

No location

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

Event Information**Event Name**

Downtown Thursday

Event Contact*

Lisa Cochran

Location of Event*Downtown Owatonna - 100, 200, 300 blocks of N Cedar Ave, Central Park,
Broadway St, Pearl St, Vine St**Description of Event* ?**

Downtown Event with food trucks, entertainment, vendors and more

Event Set Up Date

08/01/2024

Event Set Up Time* ?

1:00pm

Actual Event Date*

08/01/2024

Actual Event Time* ?

5:00pm

Clean Up Date*

08/01/2024

Clean Up Time ?

10:00pm

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

Canceled

Estimated Attendance* ?

5000

Application Information

Sponsoring Organization Name*

Main Street Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-451-7970

Cell Phone

507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Alternate On-site Contact

Name*

Brad Meier

Cell Phone*

507-475-0687

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

08/01/2024

Name of Requested Street(s)*

N Cedar Ave, E and W Park Square,
Broadway

Alleys*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

08/01/2024

Name of Requested Alley(s)*

Along Cedar Ave, nothing special, just
for people to sit, like normal

City Sidewalks or Trails*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

08/01/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

08/01/2024

Parks*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

08/01/2024

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

Yes

Number and Size*

Between 12-24, 18inches x 24 inches, with some larger in the band shells and in the park

Will there be any inflatables?*

Yes

Insurance certificate from rental vendor is required. *No staking without approval*

Will there be entertainment?*

Yes

What Type*

music and activities

Will sound amplification be used?*

Yes

Type*

whatever the band uses

Hours*

5:00pm-9:00pm

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

10x10's, some 10x20's

Fees may apply. No staking without approval.

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

95

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

The participating businesses with a catering license

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

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

The power outlets in Central Park and along N Cedar Ave all will be in use, please make sure they are working.

Describe level of advertisement* ?

Radio, print, social media, posters

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

15

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

99

Size Needed*

Large

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

Will Central Park Stage be used?*

Number Needed*

Yes

1

Will there be any horses?*

Number Animals Anticipating*

Yes

2

How will horses be used?*

They will be in a vendor spot so attendees can pet them, in a fenced area

Please provide insurance information and complete Hold Harmless Agreement

**It is the responsibility of the applicant to cleanup
any animal feces. Agreed:***

☒ Monte Mowry
Jun 26, 2024

Describe trash removal and cleanup plan during and after event*

Even more extra trash receptacles are donated, volunteers clean up trash,
vendors are responsible for their own trash

Will event need traffic control?*

No

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

Bull horn to yell at people that are not following the rules, golf cart to get from
one place to another quickly if needed, volunteers aware they may need to
assist if needed. This has not been an issue in the past

Will "No Parking" signs be needed?*

Number Needed*

Yes

120

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

Will event need security?*

Will event need Emergency Medical Services?*

No

No

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

Decision will be made by 11am the day of the event. Posted on socail media,
emails sent out, announced on radio

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

Name*

Lisa Cochran

Phone Number*

507-475-3451

Email*

lcochran@owatonna.org

List any other pertinent information

We will need picnic tables delivered along N Cedar Ave, please. They can be placed in the alleyways in 100, 200, 300 blocks of N Cedar. We will need 12 in the 300 block, 8 in the 200 and 100 blocks. No Parking signs to be placed 24 hours before event set-up at 1:00pm on Thursday. **Please have all the power outlets checked before each event in Central Park and along Cedar Ave.** Extra patrols are always appreciated, especially the bike patrol, just so attendees, especially kids, can see the bikes up close, not to actually ride the bikes to patrol. Main Street appreciates the relationship we have with the City of Owatonna and it's entities and we do not take the time and no charge for items for granted. We will acknowledge the City of Owatonna as one of our sponsors and they will be recognized on all types of promotions. Our goal is to have a successful and safe event in Downtown Owatonna.

To note: The Street Closed Ahead sign that was on Broadway has been broken the last 2 times (June Downtown Thursday and for Cinco de Mayo) I've used it, I've had to screw the sign back onto the cone that holds it, without a tool, so it wasn't very secure. If that could be checked beforehand, it would be greatly appreciated!

*Note: THERE ARE SPOTS ON BROADWAY THAT DID NOT HAVE THE NO PARKING SIGNS UP. THERE WAS NO BARRICADE FOR THE MIDDLE OF BROADWAY, TO THE EAST OF THE US BANK DRIVE THROUGH. THESE ARE IMPERATIVE FOR THE SAFETY OF THE CHILDREN RIDING THE TRAIN. An email and a mailed letter will be shared with all businesses downtown regarding the No Parking and blocked off streets.

Thank you to the city for filling in the 2 large divets in Central Park in a very timely manner! Several people lost their footing in them last Downtown Thursday.

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

Central Park Stage Usage Information

Time*

2:00pm

Open*

2:00pm

Close*

10:00pm

Sound or Light Person Needed*

No

Size of Group that will be on stage*

4-6

Type of Group* ?

musical band

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

Brad Meier/Lisa Cochran

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

Applicant Signature

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

Signature of Applicant*

✓ Lisa M Cochran
Jun 26, 2024

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved, no impact.

Park & Rec. Department Approval / Comments / Notes

We have discussed with Lisa the need for a Certificate of Insurance for the horses and any inflatables. Inflatables and tents are requested to be held down with weights rather than staked, due to the irrigation lines at Central Park. Horse pooper scoopers are needed as well. :)

Police Department Approval / Comments / Notes

Approved. \$500 to cover police officer overtime.

Public Works Department Approval / Comments / Notes

Will provide items as previous events during June & July.

Building & Inspection

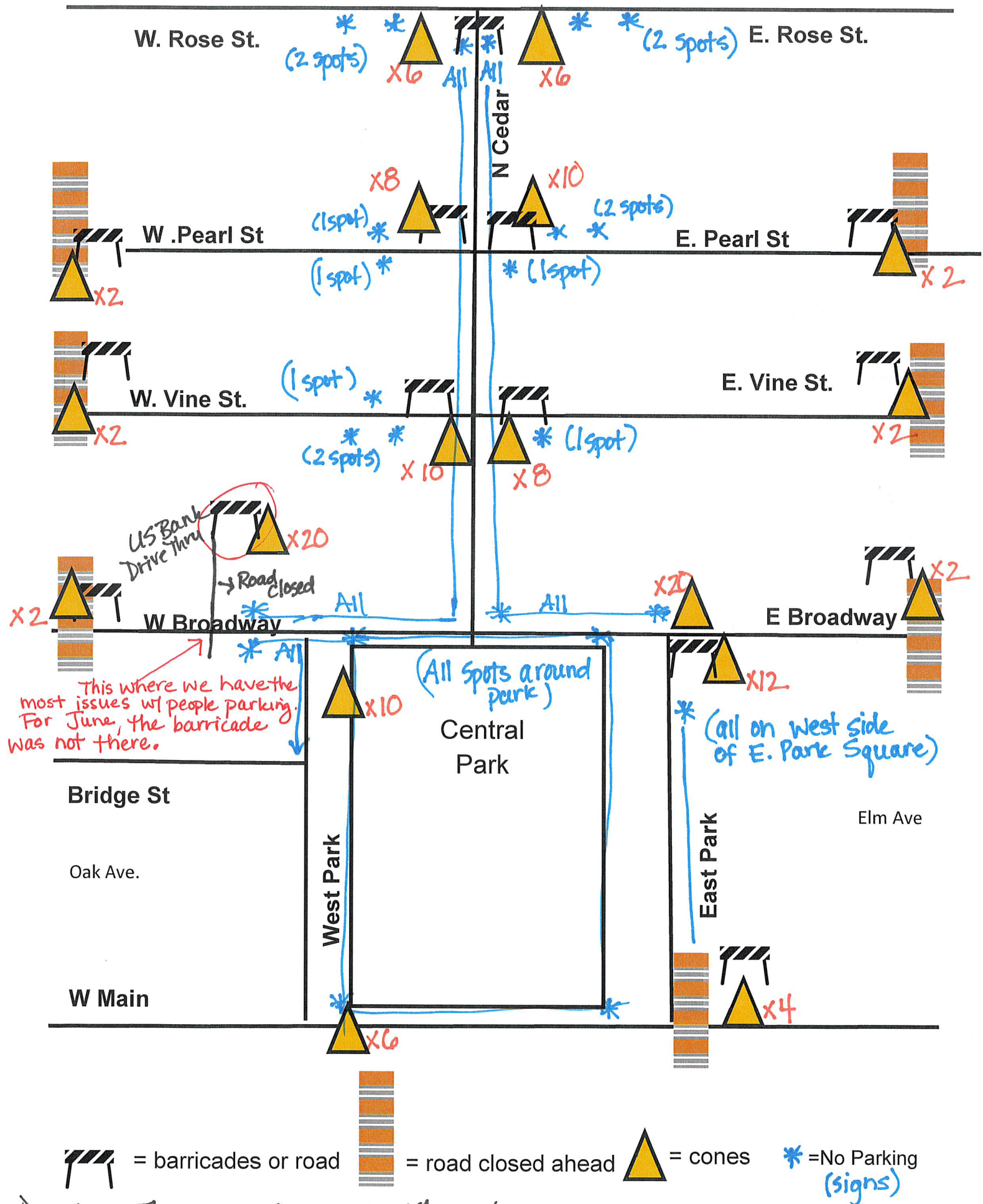
Approved, no items requested from department.

Date to Council

— July 2, 2024 Council Consent Agenda Item

Council Notes

SITE PLAN



Downtown Thursday August 1st, 2024



CITY OF
OWATONNA

Miscellaneous



DATE: July 2, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Assistant City Administrator
SUBJECT: Proposal - City Hall CIP Generator Replacement Scope and Design - ICS

Purpose:

Seeking approval of the ICS agreement for Project Development and Scoping Service for the City Hall CIP Generator Replacement.

Background:

The approved 2024 Capital Improvement Project (CIP) includes replacing the City Hall generator. However, additional evaluation and scope are needed before seeking bids to properly size and replace the generator.

The City has been collaborating with ICS on Government Buildings since 2019, and they understand the City's buildings and CIP projects well. By conducting a thorough review and scoping, we can ensure that we accurately identify the project scope and the appropriate requirements.

The new generator will power the Crandall Center, including the Council Chambers and the new addition. This will help ensure all necessary work is included and identified when bidding.

Budget Impact:

The \$8650 fee will be included in the approved 2024 CIP project of \$125,000.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. ICS City Hall Generator Scoping Agreement



City of Owatonna

540 West Hills Circle, Owatonna, MN 55060



Project Development and Scoping Services for City Hall Electric Generator Replacement

May 8, 2024



1331 Tyler Street NE, Minneapolis, Minnesota 55413
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

05/08/2024

Mr. Aaron Fitzloff
Director of Buildings & Grounds
City of Owatonna
540 West Hills Circle Drive
Owatonna, MN 55060



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: City of Owatonna
Project Development and Scoping Services for City Hall Generator Replacement

Dear Aaron:

At your request, ICS is pleased to provide you with this letter of understanding and proposal to provide consulting services related to the electric generator replacement at City Hall. Our intent is to provide assistance in developing the selected project from the City's CIP plan to ensure a proper scope of work is clearly identified and utilized by the City to solicit competitive bids on the project.

We would be happy to discuss this proposal with you and city leadership for clarity and understanding when you see it appropriate. Thank you for your consideration and we look forward to continuing our working relationship with the City of Owatonna.

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Piper, LEED AP
Business Development Specialist
ICS

CC: File
Jenna Tuma, City of Owatonna
Chris Ziemer, ICS



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Appendices

Appendix A – General Terms and Conditions

Appendix B – Signature Page

Appendix C – Hourly Billing Rates

Appendix D – Notification of Equal Employment Opportunity/Affirmative
Action Compliance

Project Development and Scoping Services

City of Owatonna

I. Introduction

ICS is pleased to present this proposal to provide consulting services on behalf of the City of Owatonna for the project defined below.

As discussed in previous meetings, the City of Owatonna is planning to address the following facility deferred maintenance project:

- City Hall Electric Generator Replacement.

The City is not currently requesting design, project management, or commissioning of this project but is requesting for ICS to provide preliminary project development services in order to help ensure the scope of the project is competitively bid, provides all bidders a "level playing field", and will provide proper functionality for facility use.

II. Development, Design and Pre-Construction Phase

The scope of services for project development and scoping of the City Hall electric generator replacement will include collection of data and information that will provide a baseline of the following buildings systems and components:

- Evaluation of the facility plans as necessary prior to on-site evaluation.
- On-site evaluation of facility where project is to take place.
- Verification of power requirements of generator and switch gear and available power at City Hall.
- Provide commentary and advisory services to the City of Owatonna on any deviations from "like-for-like" equipment replacement due to current code requirements and
- Provide a scope narrative that can be utilized by the owner for inclusion in whichever competitive bid platform owner chooses.

Additional services, such as design, project management, commissioning, or others can be provided at an additional cost per the included hourly rate schedule or by requesting another fixed fee proposal.

III. Implementation Schedule

ICS will work with city staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 2-3 weeks to issue proposals in early June 2024 dependent upon availability of existing information and staff availability. ICS has the bandwidth to complete this work upon approval.

IV. Basis of
Compensation

ICS's fees for services provided as referenced above are proposed on a project basis. ICS's fees will be billable as 50% upon approval of this proposal and the remaining 50% upon completion of services as identified above:

- City Hall Electric Generator Replacement \$8,650.00

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) will be billed at 1.25 (125%) x actual cost. Any general conditions items that are coordinated and/or provided by ICS at the direction of the City such as temporary enclosures, etc. will also be billed as a reimbursable expense.

Project work beyond services outlined in the Proposal and/or any changes to the agreed-upon scope of services will be subject to additional fees consistent with our hourly rate schedule (see Appendix C). If the project duration extends beyond the Summer of 2024, services will be billed on a time-and-material basis. However, additional work will not be conducted without prior approval by the City.

V. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to our continued work with the City of Owatonna to complete this Project Development and Scoping Services.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between the City of Owatonna ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page attached, Exhibit B; (4) Fee Schedule attached, Exhibit C; and (5) Notification of Equal Employment Opportunity/Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. **Limitation of Liability:**

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. **Insurance:**

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence;
\$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence;
\$1,000,000.00 Aggregate
- (e) Professional Liability: \$5,000,000.00 Each Claim;
\$5,000,000.00 Annual Aggregate

8. **Client Responsibilities:**

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. **Hazardous Materials:**

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. **Construction Observation:**

If included in the Professional Services, ICS 's construction observation service shall be limited to general observation of construction operations. ICS shall not be responsible for inspection of the work, the means and methods of construction, or the safety procedures employed by any contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions in the contractor's work may occur. The Client shall hold its contractor and/or any sub-contractor solely responsible for the methods and means of construction, the quality of the Work, and performance of the Work. The Client,

or its designees, shall notify ICS at least twenty-four (24) hours in advance of any observations required by the construction documents.

11. Dispute Resolution:

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

12. Termination:

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.
- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. **Other Provisions:**

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

City of Owatonna

Project Development and Scoping Services

5/8/2024

Proposal Terms

Terms on payment of services are delineated in the proposal dated 5/8/2024.

Signature includes acceptance of the attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Project Development and Scoping Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions, and the proposal.

City of Owatonna

Date

Printed Name

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

City of Owatonna

Project Development and Scoping Services

5/8/2024

2024 Hourly Rate Schedule		
Personnel Description:	Rate/Hour:	
Construction Executive	\$	185.00
Project Director	\$	155.00
Safety Director	\$	135.00
Senior Project Manager	\$	135.00
Project Manager	\$	130.00
General Superintendent	\$	135.00
Site Superintendent	\$	125.00
Project Engineer	\$	100.00
Clerical / Accounting	\$	75.00
Flat Rates for Reimbursable Items:	Rate Monthly / Weekly	
Site Trailer	\$ 1,500.00	per month
Office Supplies / Equipment	\$ 300.00	per month
Phones / Internet / Technology	\$ 550.00	per month
Superintendent Truck	\$ 1,300.00	per month
Project Construction Mileage	\$ 1,000.00	per month
Safety Supplies and Signage	\$ 350.00	per month
Pre-Construction Mileage	\$ 250.00	per month
Superintendent Lodging / Meals	\$ 1,000.00	per week

Appendix D

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Notification of Equal Employment Opportunity/Affirmative Action Compliance

City of Owatonna

Project Development and Scoping Services

5/8/2024

4/21/2023



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Faulkner', is written over a horizontal line.

Andy Faulkner
President
ICS

RECAP:

\$ 138,807.24 Southeast Service Cooperative - June 2024 health ins premiums

272,322.09 OTHER EXPENDITURES

\$ 411,129.33 *SUBTOTAL*

95,436.17 HRA HOUSING ASSISTANCE PAYMENTS

\$ 506,565.50 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
378587	06/20/24	CLOVER CONNECT	2,705.06	R	Wire Transfer
378588	06/20/24	FULLSTEAM	2.21	R	Wire Transfer
378589	06/20/24	GLOBAL PAYMENTS INTEGRATED	3,182.67	R	Wire Transfer
378590	06/20/24	MN DEPT OF LABOR AND INDUSTRY	1,246.76	R	Wire Transfer
378591	06/20/24	MN DEPT OF REVENUE	10,097.00	R	Wire Transfer
378592	06/20/24	SOUTHEAST SERVICE COOPERATIVE	138,807.24	R	Wire Transfer
378593	06/20/24	US BANK	16,565.32	R	Wire Transfer
378594	06/20/24	WEX BANK	1,749.02	R	Wire Transfer
378595	06/20/24	WEX HEALTH INC	357.50	R	Wire Transfer
378596	07/01/24	A & K LLC	392.00	R	ACH
378597	07/01/24	A&H PROPERTIES	381.00	R	ACH
378598	07/01/24	ACADEMY APARTMENTS OF OWA LLC	1,964.00	R	ACH
378599	07/01/24	ADAMS REVOCABLE LIVING TRUST	613.00	R	ACH
378600	07/01/24	ALL AREA MANAGEMENT LLC	919.00	R	ACH
378601	07/01/24	APACHE APARTMENTS	917.00	R	ACH
378602	07/01/24	ATM PROPERTIES LLC	1,163.00	R	ACH
378603	07/01/24	AUSTIN HRA	2,481.00	O	Regular
378604	07/01/24	BARRY GILLESPIE	319.00	R	ACH
378605	07/01/24	BROWN CYNTHIA	552.00	R	ACH
378606	07/01/24	BRYCEN GREGOR	1,129.00	R	ACH
378607	07/01/24	CAPELLE COMPANIES LLC	870.00	R	ACH
378608	07/01/24	CEDAR HILLS ESTATES LLC	569.00	R	ACH
378609	07/01/24	CEDAR RIDGE APARTMENTS	709.00	R	ACH
378610	07/01/24	CEDAR ROSE ASSOCIATES LLC	800.00	R	ACH
378611	07/01/24	CEDAR RUN TOWN HOMES MDI #41	3,349.00	R	ACH
378612	07/01/24	CEDARDALE NORTH APARTMENTS	326.00	R	ACH
378613	07/01/24	CEDARDALE SOUTH APARTMENTS	501.00	R	ACH
378614	07/01/24	CEDARDALE WEST APARTMENTS	559.00	R	ACH
378615	07/01/24	CHRIS PROHASKI	1,095.00	R	ACH
378616	07/01/24	COMMON CENTS PROPERTIES LLC	328.00	R	ACH
378617	07/01/24	COOPERS COURT LLC	597.00	R	ACH
378618	07/01/24	DAKOTA COUNTY CDA	751.58	R	ACH
378619	07/01/24	DANIEL SCHLEGEL	477.00	R	ACH
378620	07/01/24	DSBMT, LLC	595.00	R	ACH
378621	07/01/24	EEK LLC	1,029.00	R	ACH
378622	07/01/24	ELM STREET PROPERTIES	497.00	R	ACH
378623	07/01/24	FREDRICKSON PROPERTIES	389.00	R	ACH
378624	07/01/24	G & H MANAGEMENT CO LLC	1,197.00	R	ACH
378625	07/01/24	IMAGE APARTMENT	3,228.00	R	ACH
378626	07/01/24	JBLL EQUITIES LLC	265.00	R	ACH
378627	07/01/24	JOHNSON WINDOW & SIDING INC	3,504.00	R	ACH
378628	07/01/24	JPF PROPERTIES	830.00	R	ACH
378629	07/01/24	JULIE WERSAL	583.00	R	ACH
378630	07/01/24	KEG INVESTMENTS LLC	1,583.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378631	07/01/24	KEITH MARTIN	1,292.00	R	ACH
378632	07/01/24	KERR MCCAULEY INVESTMENT II	413.00	R	ACH
378633	07/01/24	KLEVOS GREG	607.00	R	ACH
378634	07/01/24	L&L LEGACY PROPERTIES	257.00	R	ACH
378635	07/01/24	LEE ANNA	1,397.00	R	ACH
378636	07/01/24	LINCOLN SQUARE APARTMENTS	7,345.00	R	ACH
378637	07/01/24	LWO LIMITED PARTNERSHIP #116	4,263.00	R	ACH
378638	07/01/24	MANCINI NICHOLAS	18.00	R	ACH
378639	07/01/24	MARQUARDT DENNIS	3,171.00	R	ACH
378640	07/01/24	MARTIN ALLAN	2,554.00	R	ACH
378641	07/01/24	MARTIN FAMILY LLC	1,261.00	R	ACH
378642	07/01/24	MCCAULEY PATRICK	741.00	R	ACH
378643	07/01/24	MIDWEST INVEST LLC	573.00	R	ACH
378644	07/01/24	NECHVILLE SUSAN	2,820.00	R	ACH
378645	07/01/24	NORTHCOURT APARTMENTS	935.00	R	ACH
378646	07/01/24	NORTHGATE	2,032.00	R	ACH
378647	07/01/24	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
378648	07/01/24	NORTHWEST MANOR	2,365.00	R	ACH
378649	07/01/24	OWATONNA GATEWAY LLC	299.00	R	ACH
378650	07/01/24	OWATONNA PUBLIC UTILITIES	160.00	R	ACH
378651	07/01/24	PARKVIEW OWATONNA LLC	373.00	R	ACH
378652	07/01/24	PEACH INVESTMENTS LLC	218.00	R	ACH
378653	07/01/24	PETER BIEL	1,700.00	R	ACH
378654	07/01/24	POSITIVE SHARE LLC	398.00	R	ACH
378655	07/01/24	PROHASKI PROPERTIES	1,192.00	R	ACH
378656	07/01/24	QUALITY RENTALS OF OWATONNA LL	830.00	R	ACH
378657	07/01/24	REDLINE DEVELOPMENT GRP LLC	407.00	R	ACH
378658	07/01/24	RICHARD ELLINGSON	662.00	R	ACH
378659	07/01/24	RWB PROPERTIES	600.00	R	ACH
378660	07/01/24	SCOTT COUNTY CDA	3,590.01	R	ACH
378661	07/01/24	SIXSPARKS LLC	761.00	R	ACH
378662	07/01/24	SMITH REAL ESTATE LLC	464.00	R	ACH
378663	07/01/24	SOUTH CENTRAL HUMAN RELATIONS	2,985.00	R	ACH
378664	07/01/24	ST CLOUD HRA	595.58	R	ACH
378665	07/01/24	SUMMIT MANOR	370.00	R	ACH
378666	07/01/24	TM RENTALS II LLC	461.00	R	ACH
378667	07/01/24	USDA RURAL DEVELOPMENT	593.00	0	Regular
378668	07/01/24	USDA RURAL DEVELOPMENT	401.00	0	Regular
378669	07/01/24	WILLOW RUN I MDI #58	3,880.00	R	ACH
378670	07/01/24	WILLOW RUN II MDI #85	3,055.00	R	ACH
378671	07/01/24	YOUNGDAHL DEVELOPMENT LLC	2,346.00	R	ACH
378672	07/01/24	ZK INVESTORS LLC	922.00	R	ACH
378673	07/02/24	A H HERMEL CANDY & TOBACCO CO	10,133.97	R	ACH
378674	07/02/24	ADVANCED ENGINEERING & ENVIRON	3,152.00	0	Regular
378675	07/02/24	AFLAC	2,775.74	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378676	07/02/24	ALAN CALLAHAN	500.00	0	Regular
378677	07/02/24	ALEXANDER LUMBER COMPANY	947.93	0	Regular
378678	07/02/24	ALEXANDRA VOGEL	500.00	0	Regular
378679	07/02/24	AMERICAN BACKFLOW PRODUCTS CO	189.43	0	Regular
378680	07/02/24	AMY BAKER	50.00	0	Regular
378681	07/02/24	ANDREW VAN OSDALE	500.00	0	Regular
378682	07/02/24	ANHORN'S GAS & TIRE	172.36	0	Regular
378683	07/02/24	ANNA MARTIN	500.00	0	Regular
378684	07/02/24	ANTHONY MALEPSY	500.00	0	Regular
378685	07/02/24	APEX INDUSTRIES INC	1,600.00	0	Regular
378686	07/02/24	APG MEDIA OF SO MINNESOTA LLC	427.96	0	Regular
378687	07/02/24	BAKER & TAYLOR BOOKS	419.88	R	ACH
378688	07/02/24	BARB GRANT	157.38	0	Regular
378689	07/02/24	BENJAMIN JOHNSON	500.00	0	Regular
378690	07/02/24	BENJAMIN METCALF	500.00	0	Regular
378691	07/02/24	BLUUM OF MINNESOTA LLC	520.00	0	Regular
378692	07/02/24	BRADY VAITH	500.00	0	Regular
378693	07/02/24	BROYHILL EQUIPMENT LLC	119.16	R	ACH
378694	07/02/24	BRYAN ROCK PRODUCTS INC	8,174.59	0	Regular
378695	07/02/24	CARQUEST	1,590.47	0	Regular
378696	07/02/24	CASEY MARTIN	500.00	0	Regular
378697	07/02/24	CEMSTONE CONCRETE MATERIAL LLC	1,062.90	0	Regular
378698	07/02/24	CENTRAL FARM SERVICE	2,045.57	0	Regular
378699	07/02/24	CENTRAL TURF & IRRIGATION SUPP	1,699.50	0	Regular
378700	07/02/24	CHRISTIAN BERG	500.00	0	Regular
378701	07/02/24	CINDY'S TAILORING ALTERATIONS	429.50	0	Regular
378702	07/02/24	CITY OF BLOOMING PRAIRIE	1,728.97	R	ACH
378703	07/02/24	CLUB CADDIE	500.00	0	Regular
378704	07/02/24	COMBAT READY FIRE TRAINING LLC	6,850.00	0	Regular
378705	07/02/24	CONTINENTAL RESEARCH CORP	349.24	R	ACH
378706	07/02/24	CRANE CREEK ASPHALT	12,443.24	R	ACH
378707	07/02/24	CREATIVE EMPIRE LLC	3,979.16	0	Regular
378708	07/02/24	CROSSFIT INNERDRIVE	175.00	R	ACH
378709	07/02/24	CRYSTAL MCKINZIE	200.00	0	Regular
378710	07/02/24	CURT'S TRUCK & DIESEL SERVICE	390.38	R	ACH
378711	07/02/24	DAGRY TOOLING INC	218.00	R	ACH
378712	07/02/24	DAKOTA SUPPLY GROUP	1,390.67	R	ACH
378713	07/02/24	DARRIN HELGET	500.00	0	Regular
378714	07/02/24	DERRIK QUINLAN	500.00	0	Regular
378715	07/02/24	DIAMOND VOGEL	1,312.50	R	ACH
378716	07/02/24	EYE MED VISION CARE	407.99	0	Regular
378717	07/02/24	FARIBO PLUMBING & HEATING	9,590.00	0	Regular
378718	07/02/24	FASTENAL COMPANY	277.39	R	ACH
378719	07/02/24	FIRST SUPPLY OWATONNA	484.70	R	ACH
378720	07/02/24	FOUR SEASONS ELECTRIC	4,964.68	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378721	07/02/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
378722	07/02/24	GARLAND COMPANY INC	338.17	0	Regular
378723	07/02/24	HAWKINS INC	11,631.74	R	ACH
378724	07/02/24	HEALTHPARTNERS INC	4,629.99	0	Regular
378725	07/02/24	HEIMAN INC	256.00	R	ACH
378726	07/02/24	HILLYARD INC	1,456.05	0	Regular
378727	07/02/24	HORIZON COMMERCIAL POOL SUPPLY	3,187.00	R	ACH
378728	07/02/24	IFACS	356.97	R	ACH
378729	07/02/24	INNOVATIVE OFFICE SOLUTIONS	553.07	0	Regular
378730	07/02/24	INSTITUTE FOR ENVIRON ASSMT	8,845.23	R	ACH
378731	07/02/24	JASON MATEJCEK	500.00	0	Regular
378732	07/02/24	JASON PETTERSON	500.00	0	Regular
378733	07/02/24	JENNY MICHAEL	200.00	0	Regular
378734	07/02/24	JOEL HUNT	500.00	0	Regular
378735	07/02/24	JOHN VAN ALSTINE	500.00	0	Regular
378736	07/02/24	JOSHUA LEE	500.00	0	Regular
378737	07/02/24	KAB PROPERTIES	10,000.00	0	Regular
378738	07/02/24	KATY McMANN	50.00	0	Regular
378739	07/02/24	KENDELL DOORS & HARDWARE INC	860.00	R	ACH
378740	07/02/24	KENNEDY & GRAVEN CHARTERED	427.50	0	Regular
378741	07/02/24	KROMER PRO LLC	622.98	R	ACH
378742	07/02/24	KYLE MARTIN	500.00	0	Regular
378743	07/02/24	LAWSON AUTOMOTIVE LLC	887.36	R	ACH
378744	07/02/24	LAWSON PRODUCTS	217.90	0	Regular
378745	07/02/24	LEGACY SIGNS INC	60.00	R	ACH
378746	07/02/24	LUKE SELVIK	500.00	0	Regular
378747	07/02/24	MADISON ZIEGLER	500.00	0	Regular
378748	07/02/24	MARCO TECHNOLOGIES LLC	687.24	R	ACH
378749	07/02/24	MATTHEW LOUNSBURY	500.00	0	Regular
378750	07/02/24	MATTHEW OELTJENBRUNS	500.00	0	Regular
378751	07/02/24	MATTHEW TOMSCHE	500.00	0	Regular
378752	07/02/24	MCMASTER-CARR SUPPLY CO	29.53	R	ACH
378753	07/02/24	MELISSA MICHAEL	500.00	0	Regular
378754	07/02/24	METRO SALES INC	434.04	0	Regular
378755	07/02/24	METRONET SYSTEMS HOLDINGS LLC	1,010.86	R	ACH
378756	07/02/24	MID-AMERICAN RESEARCH CHEMICAL	473.18	0	Regular
378757	07/02/24	MINER'S OUTDOOR & RECREATION	261.71	0	Regular
378758	07/02/24	MINNESOTA LIFE	2,940.95	0	Regular
378759	07/02/24	MITCHELL SEYKORA	545.45	0	Regular
378760	07/02/24	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
378761	07/02/24	MN TRANSPORTATION ALLIANCE	800.00	0	Regular
378762	07/02/24	MN VALLEY TESTING LABS INC	349.25	R	ACH
378763	07/02/24	MTI DISTRIBUTING INC	5,687.47	R	ACH
378764	07/02/24	NAPA AUTO PARTS	1,564.70	R	ACH
378765	07/02/24	NORTHERN SAFETY TECHNOLOGY INC	81.56	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378766	07/02/24	NORTHLAND FARM SYSTEMS	141.60	R	ACH
378767	07/02/24	OWATONNA PUBLIC UTILITIES	10,604.60	R	ACH
378768	07/02/24	OWT HARDWARE	390.69	0	Regular
378769	07/02/24	PHONE STATION INC	206.00	0	Regular
378770	07/02/24	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
378771	07/02/24	PRIME GARAGE DOOR & MORE LLC	200.00	R	ACH
378772	07/02/24	RAINY FALLS VENTURE LLC	1,427.35	0	Regular
378773	07/02/24	RCM SPECIALTIES	834.60	0	Regular
378774	07/02/24	RIVER CITY ELECTRIC CO	5,098.00	0	Regular
378775	07/02/24	SAFE-FAST INC	381.72	R	ACH
378776	07/02/24	SANCO EQUIPMENT	447.25	R	ACH
378777	07/02/24	SASCS	800.00	0	Regular
378778	07/02/24	SCHMIDT GOODMAN OFFICE PRODUCT	462.69	R	ACH
378779	07/02/24	SHERWIN WILLIAMS COMPANY	83.16	0	Regular
378780	07/02/24	SHI INTERNATIONAL CORP	638.17	0	Regular
378781	07/02/24	SIGN PRO OF OWATONNA	262.00	0	Regular
378782	07/02/24	SOUTHEAST SERVICE COOPERATIVE	300.00	0	Regular
378783	07/02/24	STEELE COUNTY HIGHWAY DEPT	1,510.15	0	Regular
378784	07/02/24	STEELE COUNTY TREASURER	6,380.87	0	Regular
378785	07/02/24	STEVE JAMES EXCAVATING INC	5,241.70	R	ACH
378786	07/02/24	STEVEN BOWMAN	500.00	0	Regular
378787	07/02/24	SUSTAINABLE SAFARI	875.00	0	Regular
378788	07/02/24	T-MOBILE	2,965.48	0	Regular
378789	07/02/24	TAYLOR MADE GOLF COMPANY INC	849.57	0	Regular
378790	07/02/24	TEMPLE ELECTRIC MOTOR SERV INC	917.57	R	ACH
378791	07/02/24	TERRY'S REPAIR	434.62	0	Regular
378792	07/02/24	TJD REPAIR & SERVICE	79.78	0	Regular
378793	07/02/24	TNVC INC	17,778.52	0	Regular
378794	07/02/24	TOR SPERLING	2.66	R	ACH
378795	07/02/24	TRACY DUCHENE	500.00	0	Regular
378796	07/02/24	TRAVIS ARDOLF	500.00	0	Regular
378797	07/02/24	TRAVIS JOHNSON	500.00	0	Regular
378798	07/02/24	TRI M GRAPHICS	688.05	R	ACH
378799	07/02/24	TURFWERKS	798.39	R	ACH
378800	07/02/24	TURTLE CREEK NURSERY & LNDSCP	899.40	0	Regular
378801	07/02/24	TYLER BRASE	324.31	0	Regular
378802	07/02/24	ULINE	28.20	0	Regular
378803	07/02/24	VALERIE SATRE	500.00	0	Regular
378804	07/02/24	VAN METER INC	113.01	0	Regular
378805	07/02/24	VENTURE HYDRAULICS INC	474.06	R	ACH
378806	07/02/24	VERIZON WIRELESS	2,240.87	0	Regular
378807	07/02/24	VERIZON WIRELESS-VSAT	75.00	0	Regular
378808	07/02/24	VESERIS	842.60	R	ACH
378809	07/02/24	VESSCO INC	4,588.74	R	ACH
378810	07/02/24	VESTIS FIRST AID	299.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378811	07/02/24	VESTIS GROUP INC	439.41	0	Regular
378812	07/02/24	W W BLACKTOPPING INC	472.68	0	Regular
378813	07/02/24	WALBRAN & FURNESS CHARTERED	4,875.25	R	ACH
378814	07/02/24	WASECA COUNTY HWY DEPT	41.01	0	Regular
378815	07/02/24	WHKS & CO	1,942.50	R	ACH
378816	07/02/24	ZACHARY PLEIN	500.00	0	Regular
378817	07/02/24	ZACKARY SCHUMAKER	500.00	0	Regular
378818	07/02/24	ZEP MANUFACTURING CO	209.64	R	ACH
378819	07/02/24	ZIEGLER INC	188.85	R	ACH

99	Checks total:	132,328.60
125	ACH total:	199,524.12
0	EFTPS total:	
9	Wire transfer total:	174,712.78
0	Payment Manager total:	
233	GRAND TOTALS	506,565.50

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
378587	06/20/24	CLOVER CONNECT	2,705.06	R	Wire Transfer
378588	06/20/24	FULLSTEAM	2.21	R	Wire Transfer
378589	06/20/24	GLOBAL PAYMENTS INTEGRATED	3,182.67	R	Wire Transfer
378590	06/20/24	MN DEPT OF LABOR AND INDUSTRY	1,246.76	R	Wire Transfer
378591	06/20/24	MN DEPT OF REVENUE	10,097.00	R	Wire Transfer
378592	06/20/24	SOUTHEAST SERVICE COOPERATIVE	138,807.24	R	Wire Transfer
378593	06/20/24	US BANK	16,565.32	R	Wire Transfer
378594	06/20/24	WEX BANK	1,749.02	R	Wire Transfer
378595	06/20/24	WEX HEALTH INC	357.50	R	Wire Transfer
378596	07/01/24	A & K LLC	392.00	R	ACH
378597	07/01/24	A&H PROPERTIES	381.00	R	ACH
378598	07/01/24	ACADEMY APARTMENTS OF OWA LLC	1,964.00	R	ACH
378599	07/01/24	ADAMS REVOCABLE LIVING TRUST	613.00	R	ACH
378600	07/01/24	ALL AREA MANAGEMENT LLC	919.00	R	ACH
378601	07/01/24	APACHE APARTMENTS	917.00	R	ACH
378602	07/01/24	ATM PROPERTIES LLC	1,163.00	R	ACH
378603	07/01/24	AUSTIN HRA	2,481.00	O	Regular
378604	07/01/24	BARRY GILLESPIE	319.00	R	ACH
378605	07/01/24	BROWN CYNTHIA	552.00	R	ACH
378606	07/01/24	BRYCEN GREGOR	1,129.00	R	ACH
378607	07/01/24	CAPELLE COMPANIES LLC	870.00	R	ACH
378608	07/01/24	CEDAR HILLS ESTATES LLC	569.00	R	ACH
378609	07/01/24	CEDAR RIDGE APARTMENTS	709.00	R	ACH
378610	07/01/24	CEDAR ROSE ASSOCIATES LLC	800.00	R	ACH
378611	07/01/24	CEDAR RUN TOWN HOMES MDI #41	3,349.00	R	ACH
378612	07/01/24	CEDARDALE NORTH APARTMENTS	326.00	R	ACH
378613	07/01/24	CEDARDALE SOUTH APARTMENTS	501.00	R	ACH
378614	07/01/24	CEDARDALE WEST APARTMENTS	559.00	R	ACH
378615	07/01/24	CHRIS PROHASKI	1,095.00	R	ACH
378616	07/01/24	COMMON CENTS PROPERTIES LLC	328.00	R	ACH
378617	07/01/24	COOPERS COURT LLC	597.00	R	ACH
378618	07/01/24	DAKOTA COUNTY CDA	751.58	R	ACH
378619	07/01/24	DANIEL SCHLEGEL	477.00	R	ACH
378620	07/01/24	DSBMT, LLC	595.00	R	ACH
378621	07/01/24	EEK LLC	1,029.00	R	ACH
378622	07/01/24	ELM STREET PROPERTIES	497.00	R	ACH
378623	07/01/24	FREDRICKSON PROPERTIES	389.00	R	ACH
378624	07/01/24	G & H MANAGEMENT CO LLC	1,197.00	R	ACH
378625	07/01/24	IMAGE APARTMENT	3,228.00	R	ACH
378626	07/01/24	JBLL EQUITIES LLC	265.00	R	ACH
378627	07/01/24	JOHNSON WINDOW & SIDING INC	3,504.00	R	ACH
378628	07/01/24	JPF PROPERTIES	830.00	R	ACH
378629	07/01/24	JULIE WERSAL	583.00	R	ACH
378630	07/01/24	KEG INVESTMENTS LLC	1,583.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378631	07/01/24	KEITH MARTIN	1,292.00	R	ACH
378632	07/01/24	KERR MCCAULEY INVESTMENT II	413.00	R	ACH
378633	07/01/24	KLEVOS GREG	607.00	R	ACH
378634	07/01/24	L&L LEGACY PROPERTIES	257.00	R	ACH
378635	07/01/24	LEE ANNA	1,397.00	R	ACH
378636	07/01/24	LINCOLN SQUARE APARTMENTS	7,345.00	R	ACH
378637	07/01/24	LWO LIMITED PARTNERSHIP #116	4,263.00	R	ACH
378638	07/01/24	MANCINI NICHOLAS	18.00	R	ACH
378639	07/01/24	MARQUARDT DENNIS	3,171.00	R	ACH
378640	07/01/24	MARTIN ALLAN	2,554.00	R	ACH
378641	07/01/24	MARTIN FAMILY LLC	1,261.00	R	ACH
378642	07/01/24	MCCAULEY PATRICK	741.00	R	ACH
378643	07/01/24	MIDWEST INVEST LLC	573.00	R	ACH
378644	07/01/24	NECHVILLE SUSAN	2,820.00	R	ACH
378645	07/01/24	NORTHCOURT APARTMENTS	935.00	R	ACH
378646	07/01/24	NORTHGATE	2,032.00	R	ACH
378647	07/01/24	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
378648	07/01/24	NORTHWEST MANOR	2,365.00	R	ACH
378649	07/01/24	OWATONNA GATEWAY LLC	299.00	R	ACH
378650	07/01/24	OWATONNA PUBLIC UTILITIES	160.00	R	ACH
378651	07/01/24	PARKVIEW OWATONNA LLC	373.00	R	ACH
378652	07/01/24	PEACH INVESTMENTS LLC	218.00	R	ACH
378653	07/01/24	PETER BIEL	1,700.00	R	ACH
378654	07/01/24	POSITIVE SHARE LLC	398.00	R	ACH
378655	07/01/24	PROHASKI PROPERTIES	1,192.00	R	ACH
378656	07/01/24	QUALITY RENTALS OF OWATONNA LL	830.00	R	ACH
378657	07/01/24	REDLINE DEVELOPMENT GRP LLC	407.00	R	ACH
378658	07/01/24	RICHARD ELLINGSON	662.00	R	ACH
378659	07/01/24	RWB PROPERTIES	600.00	R	ACH
378660	07/01/24	SCOTT COUNTY CDA	3,590.01	R	ACH
378661	07/01/24	SIXSPARKS LLC	761.00	R	ACH
378662	07/01/24	SMITH REAL ESTATE LLC	464.00	R	ACH
378663	07/01/24	SOUTH CENTRAL HUMAN RELATIONS	2,985.00	R	ACH
378664	07/01/24	ST CLOUD HRA	595.58	R	ACH
378665	07/01/24	SUMMIT MANOR	370.00	R	ACH
378666	07/01/24	TM RENTALS II LLC	461.00	R	ACH
378667	07/01/24	USDA RURAL DEVELOPMENT	593.00	0	Regular
378668	07/01/24	USDA RURAL DEVELOPMENT	401.00	0	Regular
378669	07/01/24	WILLOW RUN I MDI #58	3,880.00	R	ACH
378670	07/01/24	WILLOW RUN II MDI #85	3,055.00	R	ACH
378671	07/01/24	YOUNGDAHL DEVELOPMENT LLC	2,346.00	R	ACH
378672	07/01/24	ZK INVESTORS LLC	922.00	R	ACH
378673	07/02/24	A H HERMEL CANDY & TOBACCO CO	10,133.97	R	ACH
378674	07/02/24	ADVANCED ENGINEERING & ENVIRON	3,152.00	0	Regular
378675	07/02/24	AFLAC	2,775.74	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378676	07/02/24	ALAN CALLAHAN	500.00	0	Regular
378677	07/02/24	ALEXANDER LUMBER COMPANY	947.93	0	Regular
378678	07/02/24	ALEXANDRA VOGEL	500.00	0	Regular
378679	07/02/24	AMERICAN BACKFLOW PRODUCTS CO	189.43	0	Regular
378680	07/02/24	AMY BAKER	50.00	0	Regular
378681	07/02/24	ANDREW VAN OSDALE	500.00	0	Regular
378682	07/02/24	ANHORN'S GAS & TIRE	172.36	0	Regular
378683	07/02/24	ANNA MARTIN	500.00	0	Regular
378684	07/02/24	ANTHONY MALEPSY	500.00	0	Regular
378685	07/02/24	APEX INDUSTRIES INC	1,600.00	0	Regular
378686	07/02/24	APG MEDIA OF SO MINNESOTA LLC	427.96	0	Regular
378687	07/02/24	BAKER & TAYLOR BOOKS	419.88	R	ACH
378688	07/02/24	BARB GRANT	157.38	0	Regular
378689	07/02/24	BENJAMIN JOHNSON	500.00	0	Regular
378690	07/02/24	BENJAMIN METCALF	500.00	0	Regular
378691	07/02/24	BLUUM OF MINNESOTA LLC	520.00	0	Regular
378692	07/02/24	BRADY VAITH	500.00	0	Regular
378693	07/02/24	BROYHILL EQUIPMENT LLC	119.16	R	ACH
378694	07/02/24	BRYAN ROCK PRODUCTS INC	8,174.59	0	Regular
378695	07/02/24	CARQUEST	1,590.47	0	Regular
378696	07/02/24	CASEY MARTIN	500.00	0	Regular
378697	07/02/24	CEMSTONE CONCRETE MATERIAL LLC	1,062.90	0	Regular
378698	07/02/24	CENTRAL FARM SERVICE	2,045.57	0	Regular
378699	07/02/24	CENTRAL TURF & IRRIGATION SUPP	1,699.50	0	Regular
378700	07/02/24	CHRISTIAN BERG	500.00	0	Regular
378701	07/02/24	CINDY'S TAILORING ALTERATIONS	429.50	0	Regular
378702	07/02/24	CITY OF BLOOMING PRAIRIE	1,728.97	R	ACH
378703	07/02/24	CLUB CADDIE	500.00	0	Regular
378704	07/02/24	COMBAT READY FIRE TRAINING LLC	6,850.00	0	Regular
378705	07/02/24	CONTINENTAL RESEARCH CORP	349.24	R	ACH
378706	07/02/24	CRANE CREEK ASPHALT	12,443.24	R	ACH
378707	07/02/24	CREATIVE EMPIRE LLC	3,979.16	0	Regular
378708	07/02/24	CROSSFIT INNERDRIVE	175.00	R	ACH
378709	07/02/24	CRYSTAL MCKINZIE	200.00	0	Regular
378710	07/02/24	CURT'S TRUCK & DIESEL SERVICE	390.38	R	ACH
378711	07/02/24	DAGRY TOOLING INC	218.00	R	ACH
378712	07/02/24	DAKOTA SUPPLY GROUP	1,390.67	R	ACH
378713	07/02/24	DARRIN HELGET	500.00	0	Regular
378714	07/02/24	DERRIK QUINLAN	500.00	0	Regular
378715	07/02/24	DIAMOND VOGEL	1,312.50	R	ACH
378716	07/02/24	EYE MED VISION CARE	407.99	0	Regular
378717	07/02/24	FARIBO PLUMBING & HEATING	9,590.00	0	Regular
378718	07/02/24	FASTENAL COMPANY	277.39	R	ACH
378719	07/02/24	FIRST SUPPLY OWATONNA	484.70	R	ACH
378720	07/02/24	FOUR SEASONS ELECTRIC	4,964.68	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378721	07/02/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
378722	07/02/24	GARLAND COMPANY INC	338.17	0	Regular
378723	07/02/24	HAWKINS INC	11,631.74	R	ACH
378724	07/02/24	HEALTHPARTNERS INC	4,629.99	0	Regular
378725	07/02/24	HEIMAN INC	256.00	R	ACH
378726	07/02/24	HILLYARD INC	1,456.05	0	Regular
378727	07/02/24	HORIZON COMMERCIAL POOL SUPPLY	3,187.00	R	ACH
378728	07/02/24	IFACS	356.97	R	ACH
378729	07/02/24	INNOVATIVE OFFICE SOLUTIONS	553.07	0	Regular
378730	07/02/24	INSTITUTE FOR ENVIRON ASSMT	8,845.23	R	ACH
378731	07/02/24	JASON MATEJCEK	500.00	0	Regular
378732	07/02/24	JASON PETTERSON	500.00	0	Regular
378733	07/02/24	JENNY MICHAEL	200.00	0	Regular
378734	07/02/24	JOEL HUNT	500.00	0	Regular
378735	07/02/24	JOHN VAN ALSTINE	500.00	0	Regular
378736	07/02/24	JOSHUA LEE	500.00	0	Regular
378737	07/02/24	KAB PROPERTIES	10,000.00	0	Regular
378738	07/02/24	KATY McMANN	50.00	0	Regular
378739	07/02/24	KENDELL DOORS & HARDWARE INC	860.00	R	ACH
378740	07/02/24	KENNEDY & GRAVEN CHARTERED	427.50	0	Regular
378741	07/02/24	KROMER PRO LLC	622.98	R	ACH
378742	07/02/24	KYLE MARTIN	500.00	0	Regular
378743	07/02/24	LAWSON AUTOMOTIVE LLC	887.36	R	ACH
378744	07/02/24	LAWSON PRODUCTS	217.90	0	Regular
378745	07/02/24	LEGACY SIGNS INC	60.00	R	ACH
378746	07/02/24	LUKE SELVIK	500.00	0	Regular
378747	07/02/24	MADISON ZIEGLER	500.00	0	Regular
378748	07/02/24	MARCO TECHNOLOGIES LLC	687.24	R	ACH
378749	07/02/24	MATTHEW LOUNSBURY	500.00	0	Regular
378750	07/02/24	MATTHEW OELTJENBRUNS	500.00	0	Regular
378751	07/02/24	MATTHEW TOMSCHE	500.00	0	Regular
378752	07/02/24	MCMASTER-CARR SUPPLY CO	29.53	R	ACH
378753	07/02/24	MELISSA MICHAEL	500.00	0	Regular
378754	07/02/24	METRO SALES INC	434.04	0	Regular
378755	07/02/24	METRONET SYSTEMS HOLDINGS LLC	1,010.86	R	ACH
378756	07/02/24	MID-AMERICAN RESEARCH CHEMICAL	473.18	0	Regular
378757	07/02/24	MINER'S OUTDOOR & RECREATION	261.71	0	Regular
378758	07/02/24	MINNESOTA LIFE	2,940.95	0	Regular
378759	07/02/24	MITCHELL SEYKORA	545.45	0	Regular
378760	07/02/24	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
378761	07/02/24	MN TRANSPORTATION ALLIANCE	800.00	0	Regular
378762	07/02/24	MN VALLEY TESTING LABS INC	349.25	R	ACH
378763	07/02/24	MTI DISTRIBUTING INC	5,687.47	R	ACH
378764	07/02/24	NAPA AUTO PARTS	1,564.70	R	ACH
378765	07/02/24	NORTHERN SAFETY TECHNOLOGY INC	81.56	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378766	07/02/24	NORTHLAND FARM SYSTEMS	141.60	R	ACH
378767	07/02/24	OWATONNA PUBLIC UTILITIES	10,604.60	R	ACH
378768	07/02/24	OWT HARDWARE	390.69	0	Regular
378769	07/02/24	PHONE STATION INC	206.00	0	Regular
378770	07/02/24	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
378771	07/02/24	PRIME GARAGE DOOR & MORE LLC	200.00	R	ACH
378772	07/02/24	RAINY FALLS VENTURE LLC	1,427.35	0	Regular
378773	07/02/24	RCM SPECIALTIES	834.60	0	Regular
378774	07/02/24	RIVER CITY ELECTRIC CO	5,098.00	0	Regular
378775	07/02/24	SAFE-FAST INC	381.72	R	ACH
378776	07/02/24	SANCO EQUIPMENT	447.25	R	ACH
378777	07/02/24	SASCS	800.00	0	Regular
378778	07/02/24	SCHMIDT GOODMAN OFFICE PRODUCT	462.69	R	ACH
378779	07/02/24	SHERWIN WILLIAMS COMPANY	83.16	0	Regular
378780	07/02/24	SHI INTERNATIONAL CORP	638.17	0	Regular
378781	07/02/24	SIGN PRO OF OWATONNA	262.00	0	Regular
378782	07/02/24	SOUTHEAST SERVICE COOPERATIVE	300.00	0	Regular
378783	07/02/24	STEELE COUNTY HIGHWAY DEPT	1,510.15	0	Regular
378784	07/02/24	STEELE COUNTY TREASURER	6,380.87	0	Regular
378785	07/02/24	STEVE JAMES EXCAVATING INC	5,241.70	R	ACH
378786	07/02/24	STEVEN BOWMAN	500.00	0	Regular
378787	07/02/24	SUSTAINABLE SAFARI	875.00	0	Regular
378788	07/02/24	T-MOBILE	2,965.48	0	Regular
378789	07/02/24	TAYLOR MADE GOLF COMPANY INC	849.57	0	Regular
378790	07/02/24	TEMPLE ELECTRIC MOTOR SERV INC	917.57	R	ACH
378791	07/02/24	TERRY'S REPAIR	434.62	0	Regular
378792	07/02/24	TJD REPAIR & SERVICE	79.78	0	Regular
378793	07/02/24	TNVC INC	17,778.52	0	Regular
378794	07/02/24	TOR SPERLING	2.66	R	ACH
378795	07/02/24	TRACY DUCHENE	500.00	0	Regular
378796	07/02/24	TRAVIS ARDOLF	500.00	0	Regular
378797	07/02/24	TRAVIS JOHNSON	500.00	0	Regular
378798	07/02/24	TRI M GRAPHICS	688.05	R	ACH
378799	07/02/24	TURFWERKS	798.39	R	ACH
378800	07/02/24	TURTLE CREEK NURSERY & LNDSCP	899.40	0	Regular
378801	07/02/24	TYLER BRASE	324.31	0	Regular
378802	07/02/24	ULINE	28.20	0	Regular
378803	07/02/24	VALERIE SATRE	500.00	0	Regular
378804	07/02/24	VAN METER INC	113.01	0	Regular
378805	07/02/24	VENTURE HYDRAULICS INC	474.06	R	ACH
378806	07/02/24	VERIZON WIRELESS	2,240.87	0	Regular
378807	07/02/24	VERIZON WIRELESS-VSAT	75.00	0	Regular
378808	07/02/24	VESERIS	842.60	R	ACH
378809	07/02/24	VESSCO INC	4,588.74	R	ACH
378810	07/02/24	VESTIS FIRST AID	299.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378811	07/02/24	VESTIS GROUP INC	439.41	0	Regular
378812	07/02/24	W W BLACKTOPPING INC	472.68	0	Regular
378813	07/02/24	WALBRAN & FURNESS CHARTERED	4,875.25	R	ACH
378814	07/02/24	WASECA COUNTY HWY DEPT	41.01	0	Regular
378815	07/02/24	WHKS & CO	1,942.50	R	ACH
378816	07/02/24	ZACHARY PLEIN	500.00	0	Regular
378817	07/02/24	ZACKARY SCHUMAKER	500.00	0	Regular
378818	07/02/24	ZEP MANUFACTURING CO	209.64	R	ACH
378819	07/02/24	ZIEGLER INC	188.85	R	ACH

99	Checks total:	132,328.60
125	ACH total:	199,524.12
0	EFTPS total:	
9	Wire transfer total:	174,712.78
0	Payment Manager total:	
233	GRAND TOTALS	506,565.50

RECAP:

\$ 138,807.24 Southeast Service Cooperative - June 2024 health ins premiums

272,322.09 OTHER EXPENDITURES

\$ 411,129.33 *SUBTOTAL*

95,436.17 HRA HOUSING ASSISTANCE PAYMENTS

\$ 506,565.50 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
378587	06/20/24	CLOVER CONNECT	2,705.06	R	Wire Transfer
378588	06/20/24	FULLSTEAM	2.21	R	Wire Transfer
378589	06/20/24	GLOBAL PAYMENTS INTEGRATED	3,182.67	R	Wire Transfer
378590	06/20/24	MN DEPT OF LABOR AND INDUSTRY	1,246.76	R	Wire Transfer
378591	06/20/24	MN DEPT OF REVENUE	10,097.00	R	Wire Transfer
378592	06/20/24	SOUTHEAST SERVICE COOPERATIVE	138,807.24	R	Wire Transfer
378593	06/20/24	US BANK	16,565.32	R	Wire Transfer
378594	06/20/24	WEX BANK	1,749.02	R	Wire Transfer
378595	06/20/24	WEX HEALTH INC	357.50	R	Wire Transfer
378596	07/01/24	A & K LLC	392.00	R	ACH
378597	07/01/24	A&H PROPERTIES	381.00	R	ACH
378598	07/01/24	ACADEMY APARTMENTS OF OWA LLC	1,964.00	R	ACH
378599	07/01/24	ADAMS REVOCABLE LIVING TRUST	613.00	R	ACH
378600	07/01/24	ALL AREA MANAGEMENT LLC	919.00	R	ACH
378601	07/01/24	APACHE APARTMENTS	917.00	R	ACH
378602	07/01/24	ATM PROPERTIES LLC	1,163.00	R	ACH
378603	07/01/24	AUSTIN HRA	2,481.00	O	Regular
378604	07/01/24	BARRY GILLESPIE	319.00	R	ACH
378605	07/01/24	BROWN CYNTHIA	552.00	R	ACH
378606	07/01/24	BRYCEN GREGOR	1,129.00	R	ACH
378607	07/01/24	CAPELLE COMPANIES LLC	870.00	R	ACH
378608	07/01/24	CEDAR HILLS ESTATES LLC	569.00	R	ACH
378609	07/01/24	CEDAR RIDGE APARTMENTS	709.00	R	ACH
378610	07/01/24	CEDAR ROSE ASSOCIATES LLC	800.00	R	ACH
378611	07/01/24	CEDAR RUN TOWN HOMES MDI #41	3,349.00	R	ACH
378612	07/01/24	CEDARDALE NORTH APARTMENTS	326.00	R	ACH
378613	07/01/24	CEDARDALE SOUTH APARTMENTS	501.00	R	ACH
378614	07/01/24	CEDARDALE WEST APARTMENTS	559.00	R	ACH
378615	07/01/24	CHRIS PROHASKI	1,095.00	R	ACH
378616	07/01/24	COMMON CENTS PROPERTIES LLC	328.00	R	ACH
378617	07/01/24	COOPERS COURT LLC	597.00	R	ACH
378618	07/01/24	DAKOTA COUNTY CDA	751.58	R	ACH
378619	07/01/24	DANIEL SCHLEGEL	477.00	R	ACH
378620	07/01/24	DSBMT, LLC	595.00	R	ACH
378621	07/01/24	EEK LLC	1,029.00	R	ACH
378622	07/01/24	ELM STREET PROPERTIES	497.00	R	ACH
378623	07/01/24	FREDRICKSON PROPERTIES	389.00	R	ACH
378624	07/01/24	G & H MANAGEMENT CO LLC	1,197.00	R	ACH
378625	07/01/24	IMAGE APARTMENT	3,228.00	R	ACH
378626	07/01/24	JBLL EQUITIES LLC	265.00	R	ACH
378627	07/01/24	JOHNSON WINDOW & SIDING INC	3,504.00	R	ACH
378628	07/01/24	JPF PROPERTIES	830.00	R	ACH
378629	07/01/24	JULIE WERSAL	583.00	R	ACH
378630	07/01/24	KEG INVESTMENTS LLC	1,583.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378631	07/01/24	KEITH MARTIN	1,292.00	R	ACH
378632	07/01/24	KERR MCCAULEY INVESTMENT II	413.00	R	ACH
378633	07/01/24	KLEVOS GREG	607.00	R	ACH
378634	07/01/24	L&L LEGACY PROPERTIES	257.00	R	ACH
378635	07/01/24	LEE ANNA	1,397.00	R	ACH
378636	07/01/24	LINCOLN SQUARE APARTMENTS	7,345.00	R	ACH
378637	07/01/24	LWO LIMITED PARTNERSHIP #116	4,263.00	R	ACH
378638	07/01/24	MANCINI NICHOLAS	18.00	R	ACH
378639	07/01/24	MARQUARDT DENNIS	3,171.00	R	ACH
378640	07/01/24	MARTIN ALLAN	2,554.00	R	ACH
378641	07/01/24	MARTIN FAMILY LLC	1,261.00	R	ACH
378642	07/01/24	MCCAULEY PATRICK	741.00	R	ACH
378643	07/01/24	MIDWEST INVEST LLC	573.00	R	ACH
378644	07/01/24	NECHVILLE SUSAN	2,820.00	R	ACH
378645	07/01/24	NORTHCOURT APARTMENTS	935.00	R	ACH
378646	07/01/24	NORTHGATE	2,032.00	R	ACH
378647	07/01/24	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
378648	07/01/24	NORTHWEST MANOR	2,365.00	R	ACH
378649	07/01/24	OWATONNA GATEWAY LLC	299.00	R	ACH
378650	07/01/24	OWATONNA PUBLIC UTILITIES	160.00	R	ACH
378651	07/01/24	PARKVIEW OWATONNA LLC	373.00	R	ACH
378652	07/01/24	PEACH INVESTMENTS LLC	218.00	R	ACH
378653	07/01/24	PETER BIEL	1,700.00	R	ACH
378654	07/01/24	POSITIVE SHARE LLC	398.00	R	ACH
378655	07/01/24	PROHASKI PROPERTIES	1,192.00	R	ACH
378656	07/01/24	QUALITY RENTALS OF OWATONNA LL	830.00	R	ACH
378657	07/01/24	REDLINE DEVELOPMENT GRP LLC	407.00	R	ACH
378658	07/01/24	RICHARD ELLINGSON	662.00	R	ACH
378659	07/01/24	RWB PROPERTIES	600.00	R	ACH
378660	07/01/24	SCOTT COUNTY CDA	3,590.01	R	ACH
378661	07/01/24	SIXSPARKS LLC	761.00	R	ACH
378662	07/01/24	SMITH REAL ESTATE LLC	464.00	R	ACH
378663	07/01/24	SOUTH CENTRAL HUMAN RELATIONS	2,985.00	R	ACH
378664	07/01/24	ST CLOUD HRA	595.58	R	ACH
378665	07/01/24	SUMMIT MANOR	370.00	R	ACH
378666	07/01/24	TM RENTALS II LLC	461.00	R	ACH
378667	07/01/24	USDA RURAL DEVELOPMENT	593.00	0	Regular
378668	07/01/24	USDA RURAL DEVELOPMENT	401.00	0	Regular
378669	07/01/24	WILLOW RUN I MDI #58	3,880.00	R	ACH
378670	07/01/24	WILLOW RUN II MDI #85	3,055.00	R	ACH
378671	07/01/24	YOUNGDAHL DEVELOPMENT LLC	2,346.00	R	ACH
378672	07/01/24	ZK INVESTORS LLC	922.00	R	ACH
378673	07/02/24	A H HERMEL CANDY & TOBACCO CO	10,133.97	R	ACH
378674	07/02/24	ADVANCED ENGINEERING & ENVIRON	3,152.00	0	Regular
378675	07/02/24	AFLAC	2,775.74	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378676	07/02/24	ALAN CALLAHAN	500.00	0	Regular
378677	07/02/24	ALEXANDER LUMBER COMPANY	947.93	0	Regular
378678	07/02/24	ALEXANDRA VOGEL	500.00	0	Regular
378679	07/02/24	AMERICAN BACKFLOW PRODUCTS CO	189.43	0	Regular
378680	07/02/24	AMY BAKER	50.00	0	Regular
378681	07/02/24	ANDREW VAN OSDALE	500.00	0	Regular
378682	07/02/24	ANHORN'S GAS & TIRE	172.36	0	Regular
378683	07/02/24	ANNA MARTIN	500.00	0	Regular
378684	07/02/24	ANTHONY MALEPSY	500.00	0	Regular
378685	07/02/24	APEX INDUSTRIES INC	1,600.00	0	Regular
378686	07/02/24	APG MEDIA OF SO MINNESOTA LLC	427.96	0	Regular
378687	07/02/24	BAKER & TAYLOR BOOKS	419.88	R	ACH
378688	07/02/24	BARB GRANT	157.38	0	Regular
378689	07/02/24	BENJAMIN JOHNSON	500.00	0	Regular
378690	07/02/24	BENJAMIN METCALF	500.00	0	Regular
378691	07/02/24	BLUUM OF MINNESOTA LLC	520.00	0	Regular
378692	07/02/24	BRADY VAITH	500.00	0	Regular
378693	07/02/24	BROYHILL EQUIPMENT LLC	119.16	R	ACH
378694	07/02/24	BRYAN ROCK PRODUCTS INC	8,174.59	0	Regular
378695	07/02/24	CARQUEST	1,590.47	0	Regular
378696	07/02/24	CASEY MARTIN	500.00	0	Regular
378697	07/02/24	CEMSTONE CONCRETE MATERIAL LLC	1,062.90	0	Regular
378698	07/02/24	CENTRAL FARM SERVICE	2,045.57	0	Regular
378699	07/02/24	CENTRAL TURF & IRRIGATION SUPP	1,699.50	0	Regular
378700	07/02/24	CHRISTIAN BERG	500.00	0	Regular
378701	07/02/24	CINDY'S TAILORING ALTERATIONS	429.50	0	Regular
378702	07/02/24	CITY OF BLOOMING PRAIRIE	1,728.97	R	ACH
378703	07/02/24	CLUB CADDIE	500.00	0	Regular
378704	07/02/24	COMBAT READY FIRE TRAINING LLC	6,850.00	0	Regular
378705	07/02/24	CONTINENTAL RESEARCH CORP	349.24	R	ACH
378706	07/02/24	CRANE CREEK ASPHALT	12,443.24	R	ACH
378707	07/02/24	CREATIVE EMPIRE LLC	3,979.16	0	Regular
378708	07/02/24	CROSSFIT INNERDRIVE	175.00	R	ACH
378709	07/02/24	CRYSTAL MCKINZIE	200.00	0	Regular
378710	07/02/24	CURT'S TRUCK & DIESEL SERVICE	390.38	R	ACH
378711	07/02/24	DAGRY TOOLING INC	218.00	R	ACH
378712	07/02/24	DAKOTA SUPPLY GROUP	1,390.67	R	ACH
378713	07/02/24	DARRIN HELGET	500.00	0	Regular
378714	07/02/24	DERRIK QUINLAN	500.00	0	Regular
378715	07/02/24	DIAMOND VOGEL	1,312.50	R	ACH
378716	07/02/24	EYE MED VISION CARE	407.99	0	Regular
378717	07/02/24	FARIBO PLUMBING & HEATING	9,590.00	0	Regular
378718	07/02/24	FASTENAL COMPANY	277.39	R	ACH
378719	07/02/24	FIRST SUPPLY OWATONNA	484.70	R	ACH
378720	07/02/24	FOUR SEASONS ELECTRIC	4,964.68	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378721	07/02/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
378722	07/02/24	GARLAND COMPANY INC	338.17	0	Regular
378723	07/02/24	HAWKINS INC	11,631.74	R	ACH
378724	07/02/24	HEALTHPARTNERS INC	4,629.99	0	Regular
378725	07/02/24	HEIMAN INC	256.00	R	ACH
378726	07/02/24	HILLYARD INC	1,456.05	0	Regular
378727	07/02/24	HORIZON COMMERCIAL POOL SUPPLY	3,187.00	R	ACH
378728	07/02/24	IFACS	356.97	R	ACH
378729	07/02/24	INNOVATIVE OFFICE SOLUTIONS	553.07	0	Regular
378730	07/02/24	INSTITUTE FOR ENVIRON ASSMT	8,845.23	R	ACH
378731	07/02/24	JASON MATEJCEK	500.00	0	Regular
378732	07/02/24	JASON PETTERSON	500.00	0	Regular
378733	07/02/24	JENNY MICHAEL	200.00	0	Regular
378734	07/02/24	JOEL HUNT	500.00	0	Regular
378735	07/02/24	JOHN VAN ALSTINE	500.00	0	Regular
378736	07/02/24	JOSHUA LEE	500.00	0	Regular
378737	07/02/24	KAB PROPERTIES	10,000.00	0	Regular
378738	07/02/24	KATY McMANN	50.00	0	Regular
378739	07/02/24	KENDELL DOORS & HARDWARE INC	860.00	R	ACH
378740	07/02/24	KENNEDY & GRAVEN CHARTERED	427.50	0	Regular
378741	07/02/24	KROMER PRO LLC	622.98	R	ACH
378742	07/02/24	KYLE MARTIN	500.00	0	Regular
378743	07/02/24	LAWSON AUTOMOTIVE LLC	887.36	R	ACH
378744	07/02/24	LAWSON PRODUCTS	217.90	0	Regular
378745	07/02/24	LEGACY SIGNS INC	60.00	R	ACH
378746	07/02/24	LUKE SELVIK	500.00	0	Regular
378747	07/02/24	MADISON ZIEGLER	500.00	0	Regular
378748	07/02/24	MARCO TECHNOLOGIES LLC	687.24	R	ACH
378749	07/02/24	MATTHEW LOUNSBURY	500.00	0	Regular
378750	07/02/24	MATTHEW OELTJENBRUNS	500.00	0	Regular
378751	07/02/24	MATTHEW TOMSCHE	500.00	0	Regular
378752	07/02/24	MCMASTER-CARR SUPPLY CO	29.53	R	ACH
378753	07/02/24	MELISSA MICHAEL	500.00	0	Regular
378754	07/02/24	METRO SALES INC	434.04	0	Regular
378755	07/02/24	METRONET SYSTEMS HOLDINGS LLC	1,010.86	R	ACH
378756	07/02/24	MID-AMERICAN RESEARCH CHEMICAL	473.18	0	Regular
378757	07/02/24	MINER'S OUTDOOR & RECREATION	261.71	0	Regular
378758	07/02/24	MINNESOTA LIFE	2,940.95	0	Regular
378759	07/02/24	MITCHELL SEYKORA	545.45	0	Regular
378760	07/02/24	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
378761	07/02/24	MN TRANSPORTATION ALLIANCE	800.00	0	Regular
378762	07/02/24	MN VALLEY TESTING LABS INC	349.25	R	ACH
378763	07/02/24	MTI DISTRIBUTING INC	5,687.47	R	ACH
378764	07/02/24	NAPA AUTO PARTS	1,564.70	R	ACH
378765	07/02/24	NORTHERN SAFETY TECHNOLOGY INC	81.56	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378766	07/02/24	NORTHLAND FARM SYSTEMS	141.60	R	ACH
378767	07/02/24	OWATONNA PUBLIC UTILITIES	10,604.60	R	ACH
378768	07/02/24	OWT HARDWARE	390.69	0	Regular
378769	07/02/24	PHONE STATION INC	206.00	0	Regular
378770	07/02/24	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
378771	07/02/24	PRIME GARAGE DOOR & MORE LLC	200.00	R	ACH
378772	07/02/24	RAINY FALLS VENTURE LLC	1,427.35	0	Regular
378773	07/02/24	RCM SPECIALTIES	834.60	0	Regular
378774	07/02/24	RIVER CITY ELECTRIC CO	5,098.00	0	Regular
378775	07/02/24	SAFE-FAST INC	381.72	R	ACH
378776	07/02/24	SANCO EQUIPMENT	447.25	R	ACH
378777	07/02/24	SASCS	800.00	0	Regular
378778	07/02/24	SCHMIDT GOODMAN OFFICE PRODUCT	462.69	R	ACH
378779	07/02/24	SHERWIN WILLIAMS COMPANY	83.16	0	Regular
378780	07/02/24	SHI INTERNATIONAL CORP	638.17	0	Regular
378781	07/02/24	SIGN PRO OF OWATONNA	262.00	0	Regular
378782	07/02/24	SOUTHEAST SERVICE COOPERATIVE	300.00	0	Regular
378783	07/02/24	STEELE COUNTY HIGHWAY DEPT	1,510.15	0	Regular
378784	07/02/24	STEELE COUNTY TREASURER	6,380.87	0	Regular
378785	07/02/24	STEVE JAMES EXCAVATING INC	5,241.70	R	ACH
378786	07/02/24	STEVEN BOWMAN	500.00	0	Regular
378787	07/02/24	SUSTAINABLE SAFARI	875.00	0	Regular
378788	07/02/24	T-MOBILE	2,965.48	0	Regular
378789	07/02/24	TAYLOR MADE GOLF COMPANY INC	849.57	0	Regular
378790	07/02/24	TEMPLE ELECTRIC MOTOR SERV INC	917.57	R	ACH
378791	07/02/24	TERRY'S REPAIR	434.62	0	Regular
378792	07/02/24	TJD REPAIR & SERVICE	79.78	0	Regular
378793	07/02/24	TNVC INC	17,778.52	0	Regular
378794	07/02/24	TOR SPERLING	2.66	R	ACH
378795	07/02/24	TRACY DUCHENE	500.00	0	Regular
378796	07/02/24	TRAVIS ARDOLF	500.00	0	Regular
378797	07/02/24	TRAVIS JOHNSON	500.00	0	Regular
378798	07/02/24	TRI M GRAPHICS	688.05	R	ACH
378799	07/02/24	TURFWERKS	798.39	R	ACH
378800	07/02/24	TURTLE CREEK NURSERY & LNDSCP	899.40	0	Regular
378801	07/02/24	TYLER BRASE	324.31	0	Regular
378802	07/02/24	ULINE	28.20	0	Regular
378803	07/02/24	VALERIE SATRE	500.00	0	Regular
378804	07/02/24	VAN METER INC	113.01	0	Regular
378805	07/02/24	VENTURE HYDRAULICS INC	474.06	R	ACH
378806	07/02/24	VERIZON WIRELESS	2,240.87	0	Regular
378807	07/02/24	VERIZON WIRELESS-VSAT	75.00	0	Regular
378808	07/02/24	VESERIS	842.60	R	ACH
378809	07/02/24	VESSCO INC	4,588.74	R	ACH
378810	07/02/24	VESTIS FIRST AID	299.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378811	07/02/24	VESTIS GROUP INC	439.41	0	Regular
378812	07/02/24	W W BLACKTOPPING INC	472.68	0	Regular
378813	07/02/24	WALBRAN & FURNESS CHARTERED	4,875.25	R	ACH
378814	07/02/24	WASECA COUNTY HWY DEPT	41.01	0	Regular
378815	07/02/24	WHKS & CO	1,942.50	R	ACH
378816	07/02/24	ZACHARY PLEIN	500.00	0	Regular
378817	07/02/24	ZACKARY SCHUMAKER	500.00	0	Regular
378818	07/02/24	ZEP MANUFACTURING CO	209.64	R	ACH
378819	07/02/24	ZIEGLER INC	188.85	R	ACH

99	Checks total:	132,328.60
125	ACH total:	199,524.12
0	EFTPS total:	
9	Wire transfer total:	174,712.78
0	Payment Manager total:	
233	GRAND TOTALS	506,565.50



CITY OF
OWATONNA

Resolutions



DATE: July 2, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 68-24 AT&T Cell Tower CUP

Purpose:

Council to act on Resolution 68-24 approving a 155' tall cell tower on the property located at 1215 Kilworth Drive NW.

Background:

See attached staff report.

Budget Impact:

None with this approval, however the tower will be subject to the lease agreement to be approved by the City Council in other actions.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 68-24 CUP-15 ATT Cell Tower
2. Staff Report - CUP-15 ATT Cell Tower CUP

RESOLUTION NO. 68-24

A RESOLUTION APPROVING CONDITIONAL USE CUP-15

WHEREAS, Conditional Use No. CUP-15 by Jason Hall, with the consent of the City of Owatonna, a request to construct a 155 foot tall cell tower on the subject property, and is legally described as follows; and

Lot 8, Block 1, Gaelic Addition, Steele County, Minnesota

WHEREAS, The Planning Commission held a public hearing on June 11, 2024 and recommended approval of CUP-15 and

WHEREAS, on July 2, 2024, the City Council accepted and approved Conditional Use CUP-15, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-15 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 - a) All fencing shall be constructed in full compliance with the ordinance.
 - b) All lease terms shall be met at all times.
 - c) All FAA Rules and permits shall be met.
 - d) Access drive and any private utilities be located to the north of the current utility easement.
 - e) A grading permit will be required for the lease area. All applicable stormwater requirements will be required to be met.

3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye __; No __; Absent __.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

Legal Description

June 6, 2024

To: Planning Commission

From: Greg Kruschke, Community Development Manager

RE: CUP-15 by Jason Hall, with the consent of the City of Owatonna, a request to construct a 155 foot tall cell tower on the subject property. The tower will allow for future co-locations in addition to the proposed tenant.

Application Review:

Applicant/Owner	Jason Hall, Holder of a Proposed Lease with the City of Owatonna
Location of Property	1215 Kilworth Drive NW
Zoning Map	B-2, Community Business District
Zoning Ordinance	Ordinance 157.042 A(11)states that towers in excess of 100 feet require a CUP.
Report Attachment	Location map Site plan Building plans Project Narrative

Proposed Development

- CUP-15 by Jason Hall, with the consent of the City of Owatonna, a request to construct a 155 foot tall cell tower on the subject property. The tower will allow for future co-locations in addition to the proposed tenant.
- The applicant is proposing to enter into a lease agreement with the City of Owatonna for this site location.
- The applicant is proposing to construct a 150' tower with a 5' lighting rod on top for a total of 155' in height.
- The tower area will have a 50' x 40' fenced in compound that will include equipment cabinet's, generators, and an accessory building.
- The fencing shown on the plan is an 8' tall fence with 3 strands of barbed wire on top of that. City Code does not permit this fencing:
 - 8' tall fencing is not permitted. The fence needs to be 7' tall.
 - Barbed wire is only permitted for livestock or within the industrial zoning districts. This property is zoned Commercial.
 - A condition on the CUP will be fencing installed be fully code compliant.

- If the applicant wishes to apply for a variance for this fence they will need to prove their case, including their practical difficulty and go through the public hearing process.
- Access to the site is proposed through a 12' wide gravel access drive on the south side of the property. This access area has City utilities in it. Staff would allow access over this area however would not be responsible for repairing the areas if we need to get into maintain it. It would be better to relocate the access drive further north.
- It is assumed that utilities will need to run in from the Kilworth Drive right of way. These utilities will need to be located outside of the City's utility easement further to the north. A new area will need to be dedicated to accommodate these utilities.

FINDINGS OF FACT

1. The property is zoned B-2, Community Business District.
2. Notice was provided to all property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. That a public hearing was held at the Planning Commission on June 11, 2024
4. The request is not detrimental to or will endanger the public health, safety, morals, comfort, or general welfare of the public.
5. The request is compatible with the surrounding area.
6. The request will not generate additional traffic as the site is not generally occupied.
7. The request will not require public services out of the ordinary.

Public Comment

At the time of this staff report, no comments have been submitted via written comments, e-mail, or phone.

Staff Recommendation

Staff recommends approval of CUP-15, a request to construct a 155 foot tall cell tower on the subject property located at 1215 Kilworth Drive NW with the following conditions:

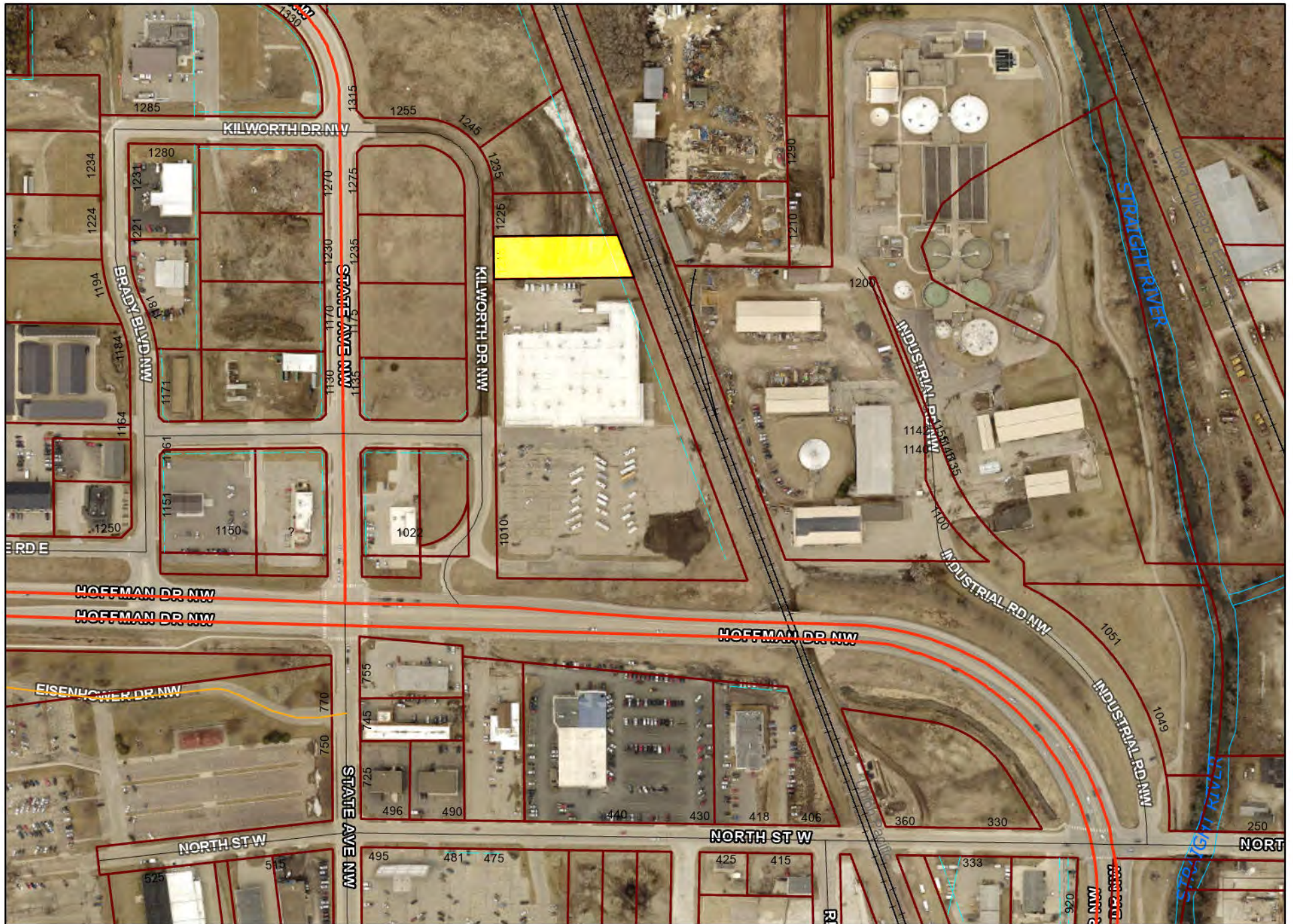
- 1) All fencing shall be constructed in full compliance with the ordinance.
- 2) All lease terms shall be met at all times.
- 3) All FAA Rules and permits shall be met.
- 4) Access drive and any private utilities be located to the north of the current utility easement.
- 5) A grading permit will be required for the lease area. All applicable stormwater requirements will be required to be met.

Planning Commission:

Conditional Use No. CUP-15; which is a request by Jason Hall, with the consent of the City of Owatonna, to construct a 155 foot tall cell tower on the subject property at 1215 Kilworth Drive NW; was presented by Community Development Manager Greg Kruschke. The tower will allow for future co-locations in addition to the proposed tenant for the property located at 1215 Kilworth Drive NW. (Refer to report on file.) Public hearing opened at 5:34 p.m. No comments were made regarding this request. Public hearing closed at 5:35 p.m. Eickhoff asked why a variance for a fence wasn't being pursued. Kruschke said that the code allows seven feet. When you go to eight feet it requires a lot of building code requirements including structural engineering. Barbed wire isn't allowed. This is what they applied for. They didn't apply for a variance and they are required to meet code. The conditions are that they meet code. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of CUP-15, a request to construct a 155 foot tall cell tower on the subject property located at 1215 Kilworth Drive NW with the following conditions:

- 1) All fencing shall be constructed in full compliance with the ordinance.
- 2) All lease terms shall be met at all times.
- 3) All FAA Rules and permits shall be met.
- 4) Access drive and any private utilities be located to the north of the current utility easement.
- 5) A grading permit will be required for the lease area. All applicable stormwater requirements will be required to be met.

All Commissioners voting Aye, the motion carried.



CUP-15 AT&T Cell Tower CUP

1:3,592

Date: 5/14/2024
Page 121 of 182



PROJECT INFORMATION

SITE ADDRESS:	1215 KILWORTH DR NW
COUNTY:	STEELE
SITE NAME:	MINERAL SPRINGS RELO
FA NUMBER:	15728271
PACE NUMBER:	MRUMW051718
PTN NUMBER:	3511A13PMZ
USID NUMBER:	321286
LATITUDE (NAD 83):	44° 05' 49.7" N 44.097139°
LONGITUDE (NAD 83):	93° 14' 02.8" W -93.234111°
GROUND ELEVATION:	1132.9' A.M.S.L.
ZONING DISTRICT:	B-2
PARCEL #:	17-343-0108
LANDLORD CONTACT:	TROY KLECKER (507) 774-7316 TROY.KLECKER@CI.OWATONNA.MN.US
GROUND OWNER:	CITY OF OWATONNA 40 WEST HILLS CIRCLE OWATONNA, MN 55660
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	I-B
AT&T PROJECT MANAGER:	VERNA SIN (952) 229-9659 VG4733@ATT.COM
B&V SITE ACQUISITION MANAGER:	JACQUELYN LUKENS (913) 458-6785 LUKENSJ@BV.COM
MASREC CONSTRUCTION MANAGER:	DYLAN DAVIS (318) 505-3307 DYLAND.DAVIS@NEXIUS.COM
B&V LEAD ENGINEER:	TYLER DAVISON (913) 458-9654 DAVISONTM@BV.COM

AT&T

MOBILITY

PROJECT: NSB

FA#: 15728271

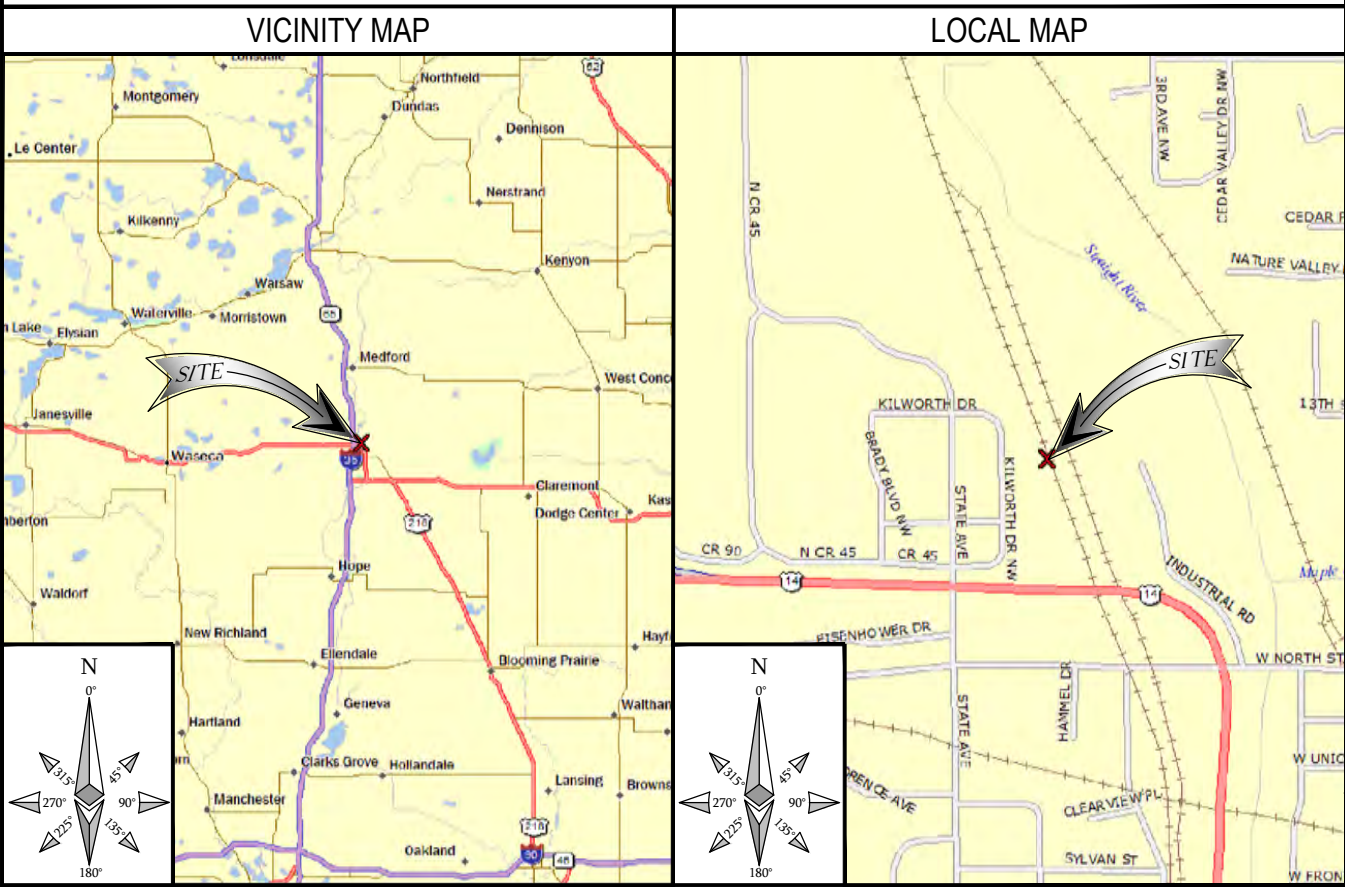
PACE#: MRUMW051718

PTN#: 3511A13PMZ

MINERAL SPRINGS RELO

OWATONNA, MN 55060

AREA MAP



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:
GO STRAIGHT (NORTH), TURN RIGHT (EAST) ONTO SOUTHTOWN DR (W 79TH ST), TURN LEFT (NORTH NORTHEAST) ONTO CR 32, TURN RIGHT (EAST) ONTO I-494 (SR 5) RAMP, TAKE EXIT 5B, KEEP RIGHT (SOUTH) ONTO I-35W S RAMP, GO STRAIGHT (SOUTH) ONTO I-35 S, TAKE EXIT 42B, KEEP RIGHT (SOUTH) ONTO US 14 RAMP, TURN LEFT (EAST) ONTO US 14, TURN LEFT (NORTH) ONTO STATE AVE, TURN RIGHT (EAST) ONTO LOCAL ROAD, TURN LEFT (NORTH) ON TO KILWORTH DR NW MINERAL SPRINGS RELO, MN 55060

ENGINEERING

2018 INTERNATIONAL BUILDING CODE
2020 NATIONAL ELECTRIC CODE
2020 MINNESOTA BUILDING CODE
TIA/EIA-222-H OR LATEST EDITION

REFERENCE MATERIALS

THESE LTE DRAWINGS ARE BASED ON AT&T SCOPING DOCUMENT DATED 06/24/22.
CONTRACTOR SHALL USE THE LATEST VERSION OF THE RFDS WITH THE CONSTRUCTION DRAWINGS PER THE SCOPE OF WORK.

DRAWING INDEX

SHEET NO:	SHEET TITLE
COVER	TITLE SHEET
C-1	OVERALL SITE PLAN
C-1.1	COMPOUND GRADING PLAN
C-2	COMPOUND PLAN
C-3	WIC PLATFORM WITH GENERATOR
C-4	SITE DETAILS
C-5	SITE DETAILS
C-6	CHAINLINK FENCE DETAILS
C-7	SIGNAGE DETAILS
C-8	SPECIAL INSPECTIONS
C-9	CONCRETE WORK NOTES
C-10	SITE WORK AND DRAINAGE NOTES
T-1	TOWER ELEVATION
T-2	ANTENNA CONFIGURATION
T-3	ANTENNA AND RRH REQUIREMENTS
T-4	TOWER EQUIPMENT DETAILS
T-5	CABLE COLOR CODING
T-6	CABLE COLOR CODING
T-7	TOWER SECTION NOTES
E-1	OVERALL ELECTRICAL PLAN
E-2	ELECTRICAL DETAILS
E-3	ONE-LINE GROUNDING DIAGRAM
E-4	COMPOUND GROUNDING DIAGRAM
E-5	GROUNDING DETAILS
E-6	GROUNDING DETAILS
E-7	GROUNDING DETAILS
E-8	ELECTRICAL SECTION NOTES
N-1	LEGEND AND ABBREVIATIONS
N-2	GENERAL NOTES
-	RF PLUMBING DIAGRAMS ATTACHED

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL
TOLL FREE: 1-800-252-1166 OR
FAX A LOCATE: 1-800-236-4967
MIN STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE



-THESE PLANS CONFORM TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION PLANNING AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURES WHERE SITE IS LOCATED.
-SUBCONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME

AT&T
MOBILITY

7900 XERXES AVE S
3RD FLOOR
BLOOMINGTON MN 55431


BLACK & VEATCH

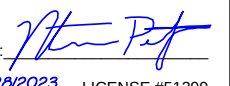
BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO:	129341.1285
DRAWN BY:	MBS
CHECKED BY:	GV

0	03/27/23	ISSUED FOR CONSTRUCTION
REV	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

PRINT NAME: NATHAN C. PETRY, P.E.

SIGNATURE: 

DATE: 03/28/2023 LICENSE #51299 EXP. 6/2024

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

MINERAL SPRINGS RELO
1215 KILWORTH DR NW
OWATONNA, MN 55060
NSB

SHEET TITLE
TITLE SHEET

SHEET NUMBER
COVER

THIS DRAWING IS
NOT A SITE SURVEY

THE PURPOSE OF THIS DRAWING IS
TO SHOW HOW THE DEVELOPED SITE
RELATES TO THE PARENT PARCEL
AND ADJACENT PROPERTIES.

AT&T
MOBILITY

7900 XERXES AVE S
3RD FLOOR
BLOOMINGTON MN 55431



BLACK & VEATCH

BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO: 129341.1285

DRAWN BY: MBS

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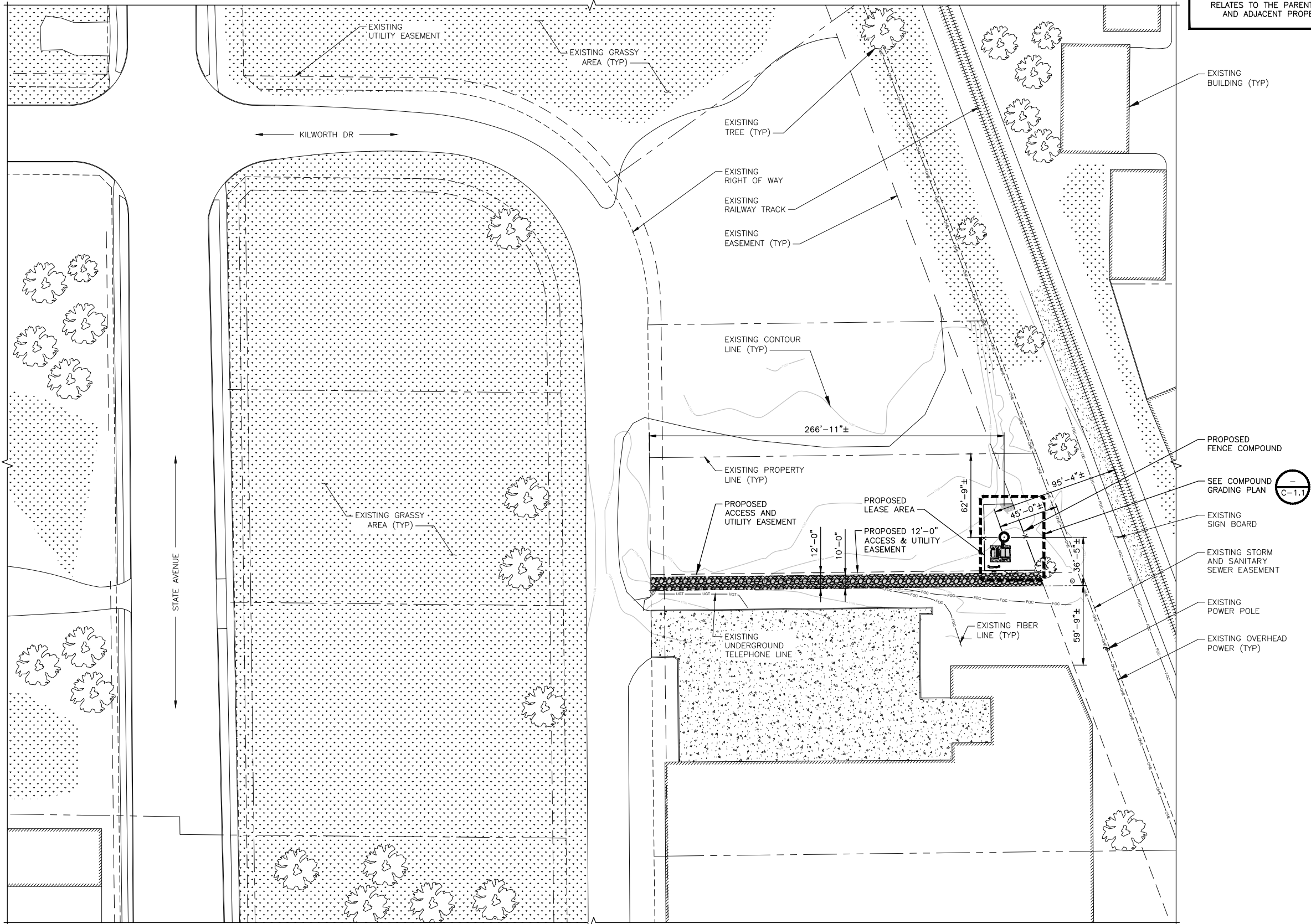
MINERAL SPRINGS RELO
MNL03647
1201 INDUSTRIAL ROAD
OWATONNA, MN 55060
NSB

SHEET TITLE

OVERALL SITE PLAN

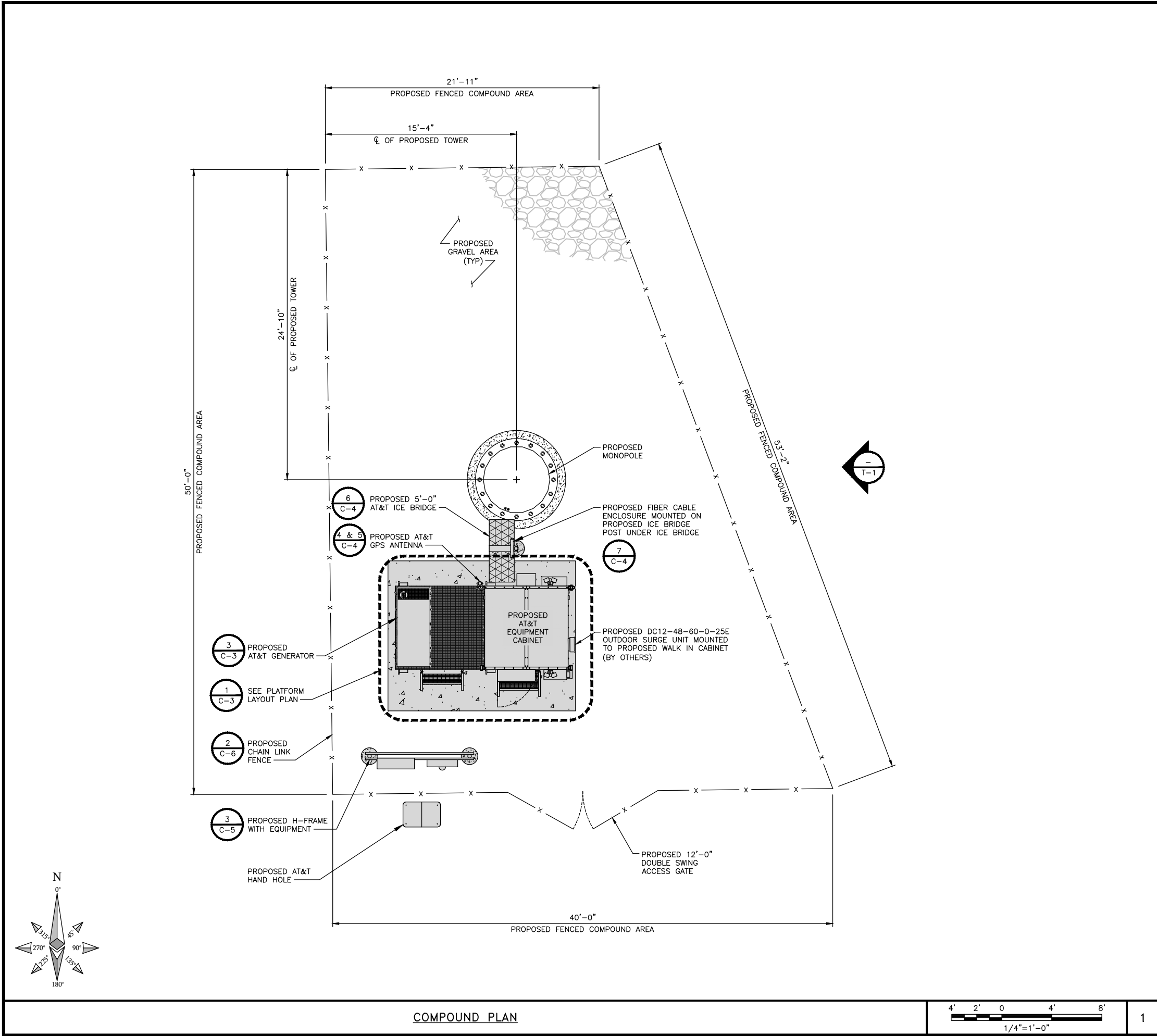
SHEET NUMBER

C-1



OVERALL SITE PLAN

40' 20' 0 40' 80'
1"=40'



THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-TOWER:
INSTALL (3) SABRE C10857804 SECTOR FRAMES WITH MONOPOLE ATTACHMENT (OR ENGINEER APPROVED EQUAL)
INSTALL (2) CMA-UBTULBULBHH-6517-17-21-21 ANTENNAS
INSTALL (4) COMMScope NNH4-65C-R6 ANTENNAS
INSTALL (9) AIRSCALE RRH UNITS
INSTALL (1) RAYCAP DC9-48-60-24-8C-EV SURGE UNIT
INSTALL (3) #6 AWG DC POWER TRUNKS
INSTALL (1) FIBER TRUNK

PROPOSED-PLATFORM:
INSTALL (1) VERTIV XTE 801 CABINET, W/EQUIPMENT (NEQ200060)
INSTALL (1) EQUIPMENT PLATFORM W/GRAVITY MOUNT KIT
INSTALL (1) GPS KIT
INSTALL (1) KOHLER 20KW GENERATOR

PROPOSED-SITE:
INSTALL (2) ROSENBERGER FB-15-ABOX FIBER ENCLOSURES
INSTALL (2) RAYCAP DC12-48-60-0-25E OUTDOOR SURGE (BY OTHERS)
INSTALL APPROXIMATELY 5'-0" ± LF OF ICE BRIDGE

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

PROJECT DESCRIPTION

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
- PROPERTY LINES ARE APPROXIMATIONS ONLY.
- ANTENNAS & MOUNTS OMITTED FOR CLARITY.
- FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
- FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3

NOTES

WOOD FENCE

CHAIN LINK FENCE

PROPOSED ICE BRIDGE

EXISTING ICE BRIDGE

AT&T MOBILITY

7900 XERXES AVE S
3RD FLOOR
BLOOMINGTON MN 55431

BLACK & VEATCH

BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO: 129341.1285

DRAWN BY: MBS

CHECKED BY: GV

REV	DATE	DESCRIPTION
0	03/27/23	ISSUED FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

PRINT NAME: NATHAN C. PETRY, P.E.

SIGNATURE: *Nathan C. Petry*

DATE: 03/28/2023 LICENSE #51299 EXP. 6/2024

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

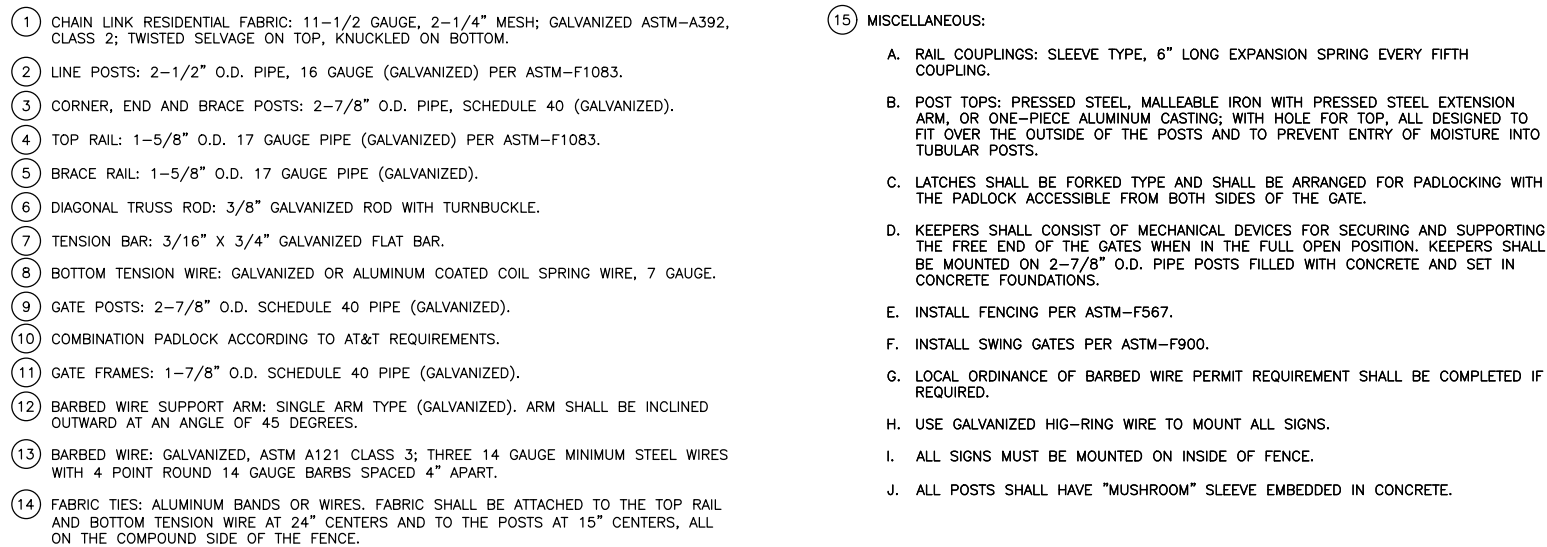
MINERAL SPRINGS RELO
MNL03647
1201 INDUSTRIAL ROAD
OWATONNA, MN 55060
NSB

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
C-2

COMPOUND PLAN

LEGEND

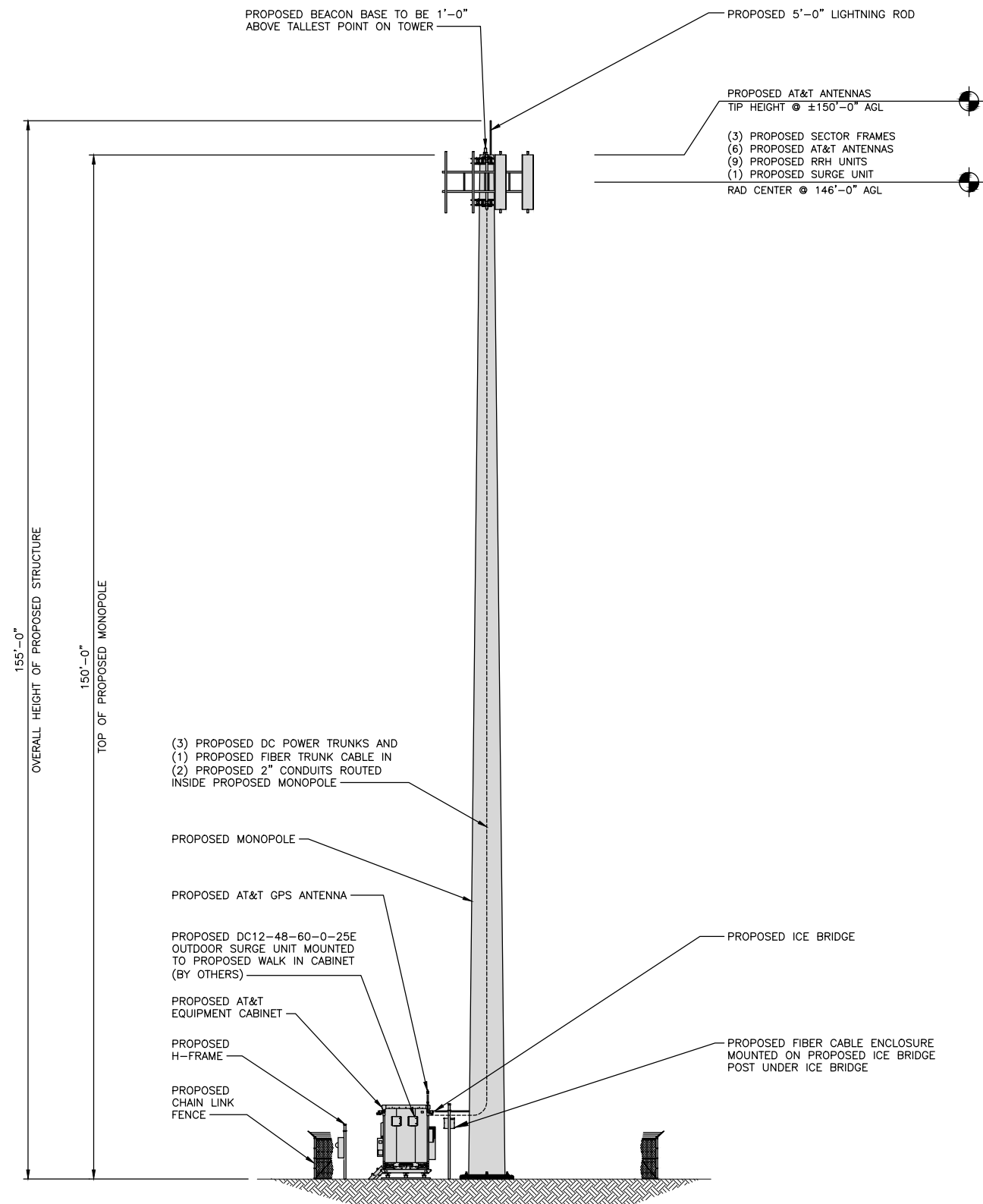


MATERIAL DESCRIPTION

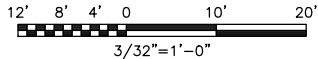


2

Page 126 of 182



PROPOSED TOWER EAST ELEVATION



1

STRUCTURAL NOTE

THIS IS NOT AN ALL-INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-TOWER:
INSTALL (3) SABRE C10857804 SECTOR FRAMES WITH MONOPOLE ATTACHMENT (OR ENGINEER APPROVED EQUAL)
INSTALL (2) CMA-UBTULBULBHH-6517-17-21-21 ANTENNAS
INSTALL (4) COMMScope NNH4-65C-R6 ANTENNAS
INSTALL (9) AIRSCALE RRH UNITS
INSTALL (1) RAYCAP DC9-48-60-24-8C-EV SURGE UNIT
INSTALL (3) #6 AWG DC POWER TRUNKS
INSTALL (1) FIBER TRUNK

PROPOSED-PLATFORM:
INSTALL (1) VERTIV XTE 801 CABINET, W/EQUIPMENT (NEQ200060)
INSTALL (1) EQUIPMENT PLATFORM W/GRAVITY MOUNT KIT
INSTALL (1) GPS KIT
INSTALL (1) KOHLER 20KW GENERATOR

PROPOSED-SITE:
INSTALL (2) ROSENBERGER FB-15-ABOX FIBER ENCLOSURES
INSTALL (2) RAYCAP DC12-48-60-0-25E OUTDOOR SURGE (BY OTHERS)
INSTALL APPROXIMATELY 5'-0" ± LF OF ICE BRIDGE

AT&T TO VERIFY
REQUIRED PLATFORM
EQUIPMENT.

PROJECT DESCRIPTION

- FENCE NOT ENTIRELY SHOWN FOR CLARITY.
- WHEN STACKING CABLES 3 OR MORE DEEP, USE STACKABLE SNAP-INS, TALLEY PART NUMBER SSH-158-3 (OR ENGINEER APPROVED EQUAL)

NOTES

THE PASSING ANTENNA MOUNT ANALYSIS EVALUATION LETTER FOR THE EXISTING MOUNTS WAS COMPLETED BY BLACK & VEATCH ON 03/23/2023. THE MOUNT HAS SUFFICIENT CAPACITY FOR THE EXISTING AND PROPOSED LOADINGS OBSERVED ON THESE CONSTRUCTION DRAWINGS.

MOUNT ANALYSIS NOTE

THE PROPOSED TOWER IS BEING DESIGNED BY OTHERS TO CARRY THE PROPOSED AND FUTURE ANTENNAS, CABLES, AND EQUIPMENT. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED AND FUTURE LOADS.

IF REQUIRED, THE PROPOSED TOWER SHALL INCLUDE FAA LIGHTING PER THE REQUIREMENTS INDICATED BY AT&T AND THE FAA. THE TOP LIGHT SHALL BE INSTALLED SUCH THAT THE BASE OF THE LIGHT IS A MINIMUM OF 1'-0" ABOVE THE TOP OF THE HIGHEST ANTENNA AND/OR TOWER STEEL. LIGHTNING ROD TO BE INSTALLED BY OTHERS.

AT&T
MOBILITY

7900 XERXES AVE S
3RD FLOOR
BLOOMINGTON MN 55431



BLACK & VEATCH

BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO:	129341.1285
DRAWN BY:	MBS
CHECKED BY:	GV

0	03/27/23	ISSUED FOR CONSTRUCTION
REV	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

PRINT NAME: NATHAN C. PETRY, P.E.

SIGNATURE:

DATE: 03/28/2023 LICENSE #51299
EXP. 6/2024

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MINERAL SPRINGS RELO
MNL03647
1201 INDUSTRIAL ROAD
OWATONNA, MN 55060
NSB

SHEET TITLE

TOWER ELEVATION

SHEET NUMBER

T-1

Project Narrative

AT&T and City of Owatonna will be entering into a land lease agreement on the subject property. AT&T will be placing the 150' Tower near the SE corner of the property, that way the property can still be developed. The existing RR Tracks are directly to the East. The access road to Tower will be along the South property line.

The proposed Tower is a Dual-Purpose Wireless Communication Tower Facility. It will be used for standard AT&T cell phone/voice/data/broadband communications and First Responder Network Authority (FirstNet) <https://firstnet.gov>

Tower is a Monopole design and will be built to allow for future colocation and meets all requirements in the City Zoning Ordinance.

The Tower base will be surrounded by a fenced/secured compound. The fence is 6' high with three strands of barb wire.

This Tower will serve residents, businesses, first responders, schools, parks, visitors and overall traffic on nearby City County, State, and Interstate Roadways. Once constructed, the Tower is typically only visited 1x per month, for standard operational/maintenance. It will not create a traffic or noise problem. As part of the project/lease, AT&T has agreed to remove the Tower should it ever become obsolete or abandoned in future.



Date: 6/7/2024

Project: AT&T Monopole Tower

Address: 1215 Kilworth Dr NW

Conditional Use Permit: CUP-15

Staff Review Comments:

1. The Gaelic Addition subdivision/ area is considered common plan development.
2. It should be noted that this area contained large amounts of construction waste and debris. It should be expected to encounter buried debris, concrete, bituminous chunks, boulders and other unknown material.
3. Proposed access road is directly over public sanitary and sewer main running along the southern and eastern property lines within the drainage and utility easements. No private utilities may be located within the drainage and utility easement. Access easement may be granted along with construction of private access road within the drainage and utility easement.
4. The City has maintenance responsibilities for the sanitary and sewer main within the drainage and utility easement, which may include replacement. City will not be responsible for private access road restoration if maintenance activities compromise the gravel section.
5. As currently designed, temporary easement may be required from adjacent property to construct private access road.
6. Proposed Cell Tower subsurface plans, including structural foundations, shall be submitted prior to construction to confirm no impacts to public infrastructure.
7. Post-construction stormwater management is necessary prior to any construction activity related to this project.
8. The City will explore options for overall stormwater management improvements for the 3 remaining City owned properties between Kilworth Dr NW and the Canadian Pacific Railway. This includes lots 8 through 10 of Block 1 in Gaelic Addition plat.
9. Additionally, the feasibility of including Kilworth Dr NW in potential stormwater improvements should be studied.
10. Storm sewer serving Kilworth Dr NW was constructed in 1985 and may warrant updated system modeling.
11. All new development and construction activity is subject the following provisions and conditions:
 - a. City of Owatonna Stormwater Management Code 52.00.
 - b. City of Owatonna Grading Permit coverage is required.
 - c. Minnesota Pollution Control Agency (MPCA) NPDES/SDS MS4 Permit MNR040000 post construction stormwater management criteria shall be met.
 - d. MPCA NPDES/SDS Construction Stormwater General Permit MNR100001 coverage is required.

12. All typical permit termination requirements shall be met including:

- a. Long-Term Operations, Inspection, and Maintenance Plan will be required for any permanent stormwater facilities.
- b. Recorded Stormwater Facility Maintenance Agreement is required for any permanent stormwater facilities.
- c. Submission of
- d. Final topographic survey and as-built will be required. As-built shall be submitted as .pdf and GIS compatible format (CAD or shapefile is acceptable).

Should you have any questions, please call 507.444.4350.

Thank You



Sean Murphy
Director of Public Works and City Engineer



DATE: July 2, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 69-24: CUP-13 Kerncrest Storage, LLC

Purpose:

Request Council approval of Resolution 69-24 approving CUP-13. Matthew Kern requested this conditional use permit to allow for two self-storage buildings to be constructed on the subject properties and a request to amend the minor PUD to change the proposed joint access and off street parking areas for the properties located at 290 & 320 26th Street NW.

Background:

See attached staff report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 69-24 CUP-13 Kerncrest Storage
2. CUP-13 Kern Storage Buildings CUP

RESOLUTION NO. 69-24

A RESOLUTION APPROVING CONDITIONAL USE CUP-13

WHEREAS, Conditional Use No. CUP-13 by Matthew Kern, a request for a conditional use permit to allow for two self-storage buildings to be constructed on the subject properties and a request to amend the minor PUD to change the proposed joint access and off street parking areas and is legally described as follows; and

Lots 3 & 4, Block 1, Quarry Ridge Addition, Steele County, Minnesota

WHEREAS, The Planning Commission held a public hearing on June 25, 2024 and recommended approval of CUP-13 and

WHEREAS, on July 2, 2024, the City Council accepted and approved Conditional Use CUP-13, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-13 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 - 1) A masonry or stone wainscoting shall be added to the south elevation of the building to tie in with the other structures in the development.
 - 2) A 5' setback shall be provided from the south property line to the back of curbing on the access drive.
 - 3) Landscaping shall be installed on the east lot as discussed above. A plan shall be submitted prior to a building permit being issued.
 - 4) A Maintenance Agreement for existing stormwater BMP and accompanying access easements will be required prior to Grading Permit approval. No building permit will be issued until a stormwater management plan and grading permit are approved.
 - 5) All retaining walls shall be located outside of the utility easements.
 - 6) Trash shall be regularly picked up on site.
 - 7) Exterior storage is not permitted.

3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

Passed and adopted this _____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

June 21, 2024

To: Planning Commission

From: Greg Kruschke, Community Development Manager

RE: CUP-13 by Matthew Kern, a request for a conditional use permit to allow for two self-storage buildings to be constructed on the subject properties. Also, a request to amend the minor PUD to change the proposed joint access and off street parking areas.

Application Review:

Applicant/Owner	Matthew Kern, Kerncrest Storage LLC
Location of Property	290 & 320 26 th Street NW
Zoning Map	B-2, Community Business District
Zoning Ordinance	Section 157.021 lists Storage as a CUP in this district
Report Attachment	Location map Site plan Building plans Project Narrative

Proposed Development

- CUP-13 by Matthew Kern, a request for a conditional use permit to allow for two self-storage buildings to be constructed on the subject properties. Also, a request to amend the minor PUD to change the proposed joint access and off street parking areas.
- The applicant is proposing to construct climate controlled storage units on the property.
- When the property was platted as Quarry Ridge it was also zoned to a minor PUD to allow for joint access drives, parking and stormwater. The access drives and parking are being amended with these buildings.
- The applicant is proposing an 11 unit building on each lot. Each unit will have a 14' x 14' overhead door as well as a service door. The majority of units are roughly 53' x 20' in size.
- The proposed building will be constructed using primarily metal panels for the walls and the roof. No masonry materials are being proposed on these buildings. The neighboring buildings as well as the other buildings in this development all contain a masonry or stone element wainscoting on buildings. Staff is recommending this is added to these structures on the street facing elevations.
- Stormwater regulations are required to be met for this project. The applicant is proposing to construct an underground system between the two buildings to help meet the requirements on site. Modifications to the existing stormwater facility on site may also need to be made.

- Access to the property is from a joint access point off of 26th Street NW. The original development plan showed a double stacked row of parking with an access drive through the property. This area had a 10' setback to the back of curb.
- The applicant is proposing to eliminate the parking in this area and construct a drive aisle up to the property line at a 0' setback. Staff is recommending that this access drive be setback a minimum of 5' from the property line and have curbing installed to meet City Code.
- Landscaping for the project is required to meet Commercial standards. The applicant is proposing 5 future trees on the west lot. No plantings are proposed on the east lot.
 - Code would require 1 tree for every 40' of parking / drive area or in this case the lot width. This would amount to 3 trees.
 - With the water main in the 20' from yard utility easement this is difficult.
 - Staff is recommending some landscape plantings on the east lot. This could either be 3 trees to the east of the building or it could be a row of shrubbery along the south side of the building. A plan shall be submitted showing what is proposed prior to a building permit being issued.
- The 5 trees proposed on the west lot shall be planted along with the building permit for the west property.
- A trash enclosure is not proposed to be constructed on the property. It is expected if trash pick up is needed an enclosure will be constructed. Trash, debris and other items are not permitted to be stored outside of a trash enclosure or the structures on the property. The Owner shall clean up the site regularly as needed.
- Lighting for the property is proposed with wall packs on the door side of the buildings. The exterior lighting will meet all standards.
- At this point in time no signs are being proposed. Signage will be permitted but will be required to meet the requirements of the ordinance.

FINDINGS OF FACT

1. The property is zoned B-2, Community Business District.
2. Notice was provided to all property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. That a public hearing was held at the Planning Commission on June 25, 2024
4. The request is not detrimental to or will endanger the public health, safety, morals, comfort, or general welfare of the public.
5. The request is compatible with the surrounding area.
6. The request will not generate additional traffic as the site is not generally occupied.
7. The request will not require public services out of the ordinary.

Public Comment

At the time of this staff report, no comments have been submitted via written comments, e-mail, or phone.

Staff Recommendation

Staff recommends approval CUP-13 by Matthew Kern, a request for a conditional use permit to allow for two self-storage buildings to be constructed on the subject properties and a request to amend the minor PUD to change the proposed joint access and off street parking areas. with the following conditions:

- 1) A masonry or stone wainscoting shall be added to the south elevation of the building to tie in with the other structures in the development.
- 2) A 5' setback shall be provided from the south property line to the back of curbing on the access drive.
- 3) Landscaping shall be installed on the east lot as discussed above. A plan shall be submitted prior to a building permit being issued.
- 4) A Maintenance Agreement for existing stormwater BMP and accompanying access easements will be required prior to Grading Permit approval. No building permit will be issued until a stormwater management plan and grading permit are approved.
- 5) All retaining walls shall be located outside of the utility easements.
- 6) Trash shall be regularly picked up on site.
- 7) Exterior storage is not permitted.

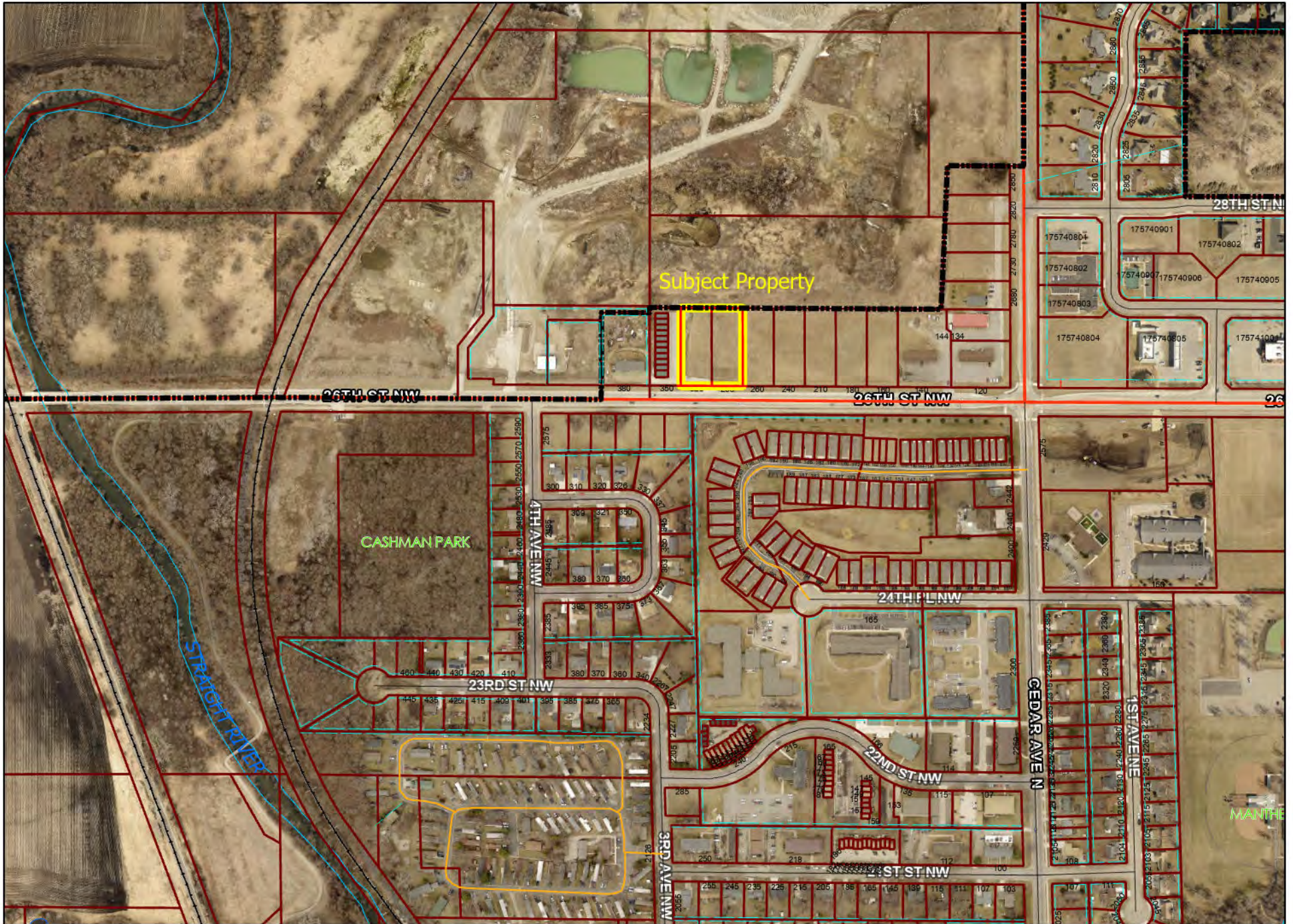
Planning Commission Minutes

Conditional Use No. CUP-13; which is a request by Matthew Kern, to allow for two self-storage buildings to be constructed on the subject properties located at 290 & 320 26th Street NW, as well as a minor PUD to change the proposed joint access and off street parking; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:37 pm. Matthew Kern said he said he's seen the demand for these types of units in Owatonna. He already verbally has several units leased. He's trying to identify the right land for it and he designed it for this capacity. Peter Urberg, 196 Cedar Cove Lane NW, said he lives across the street. It looks like a good layout and said that Matt should be able to build a building of the same size as the existing storage building. He asked if it was appropriate to require foliage in his installation. Public hearing closed at 5:40 p.m. Springer-Gasner said it's a good use of space. A motion was made by Springer-Gasner and seconded by Peake to recommend City Council approval of CUP-13, a request to allow for two self-storage buildings to be constructed on the subject properties and a request to amend the minor PUD to change the proposed joint access and off street parking areas with the following conditions:

- 1) A masonry or stone wainscoting shall be added to the south elevation of the building to tie in with the other structures in the development.
- 2) A 5 foot setback shall be provided from the south property line to the back of curbing on the access drive.
- 3) Landscaping shall be installed on these lot as discussed in the report. A plan shall be submitted prior to a building permit being issued.
- 4) A Maintenance Agreement for existing stormwater BMP and accompanying access easements will be required prior to Grading Permit approval. No building permit will be issued until a stormwater management plan and grading permit are approved.
- 5) All retaining walls shall be located outside of the utility easements.

- 6) Trash shall be regularly picked up on site.
- 7) Exterior storage is not permitted.

All Commissioners voting Aye, the motion carried.

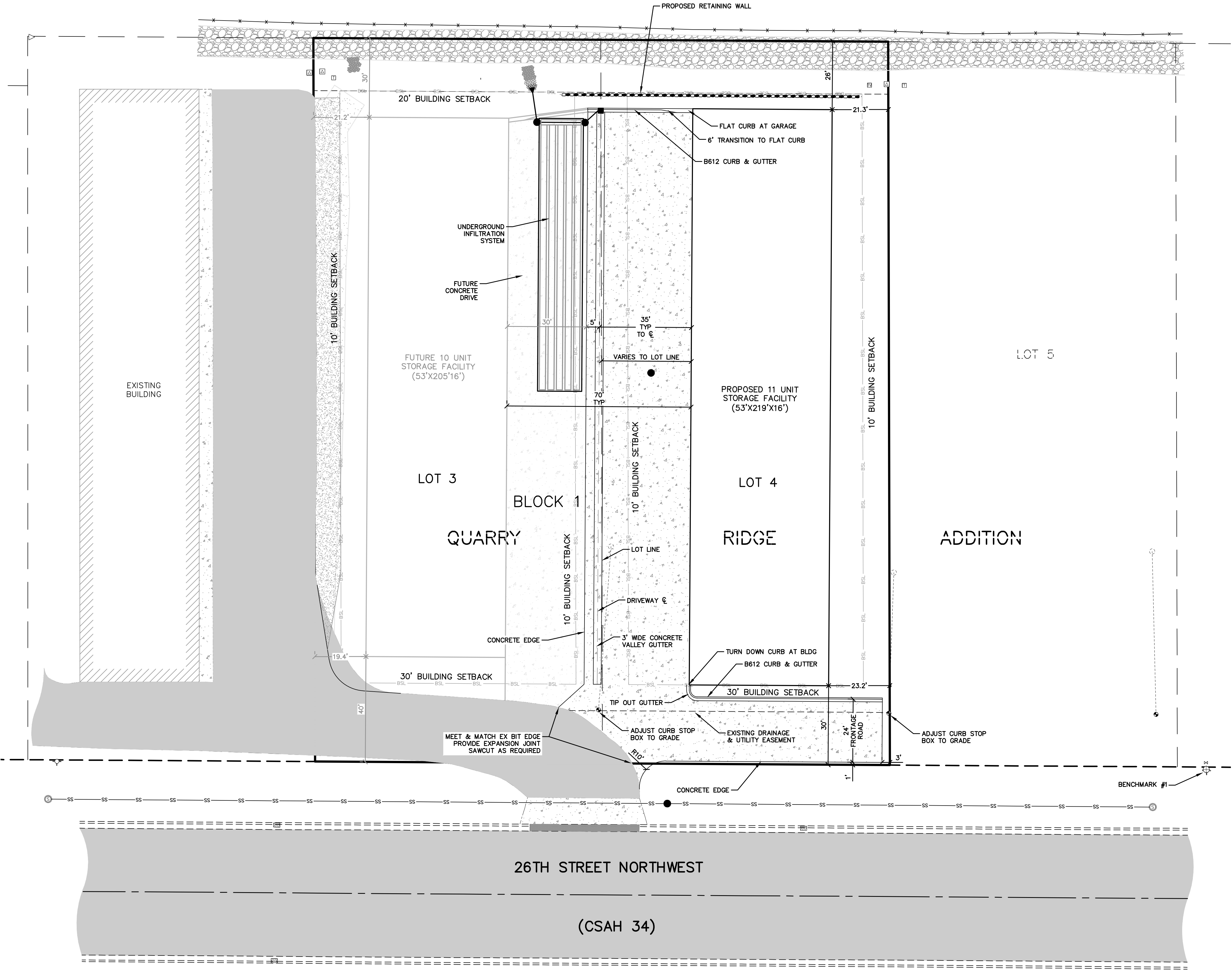


CUP-13 Kern Storage Units CUP

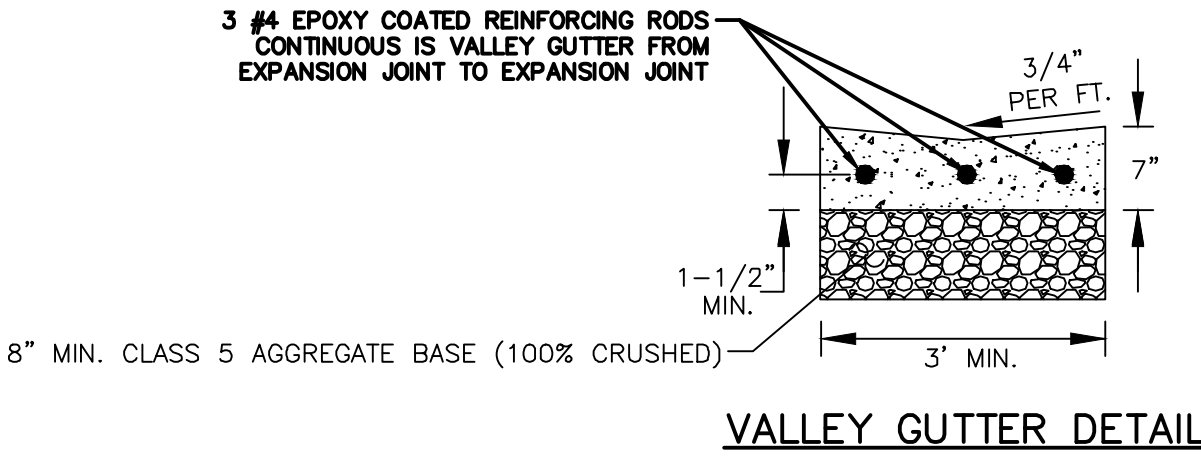
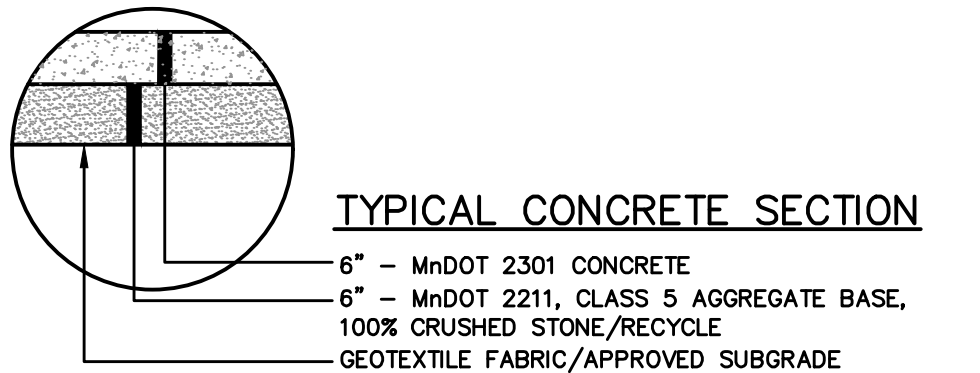
1:5,415

Date: 6/11/2024
Page 138 of 182

BENCHMARKS
#1 TNH AT SE CORNER OF LOT 5, BLOCK 1
QUARRY RIDGE ADDITION
ELEV=1187.41



- LEGEND**
- EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - EXISTING UNDERGROUND GAS
 - EXISTING UNDERGROUND ELECTRIC
 - EXISTING UNDERGROUND TELEPHONE
 - EXISTING UNDERGROUND FIBER OPTIC
 - EXISTING OVERHEAD POWER LINE
 - EXISTING LIGHT POLE
 - EXISTING TRANSFORMER
 - EXISTING TELEPHONE PEDESTAL
 - EXISTING TV PEDESTAL
 - EXISTING CURB & GUTTER
 - EXISTING RETAINING WALL
 - EXISTING FENCE
 - EXISTING CONTOUR
 - EXISTING ASPHALT
 - EXISTING CONCRETE
 - EXISTING GRAVEL
 - PROPOSED WATERMAIN STRUCTURE
 - PROPOSED SANITARY SEWER STRUCTURE
 - PROPOSED STORM SEWER STRUCTURE
 - PROPOSED CURB & GUTTER
 - PROPOSED RETAINING WALL
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT SURFACE
 - FUTURE CONCRETE

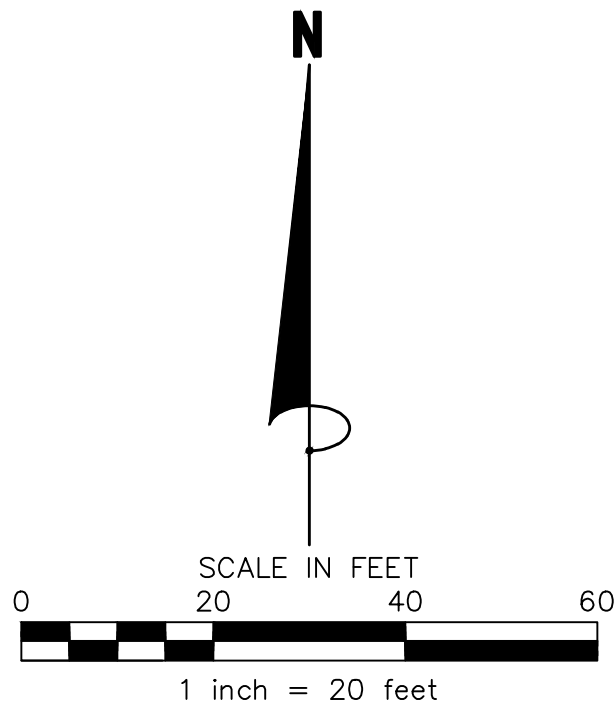


James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

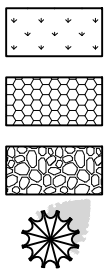
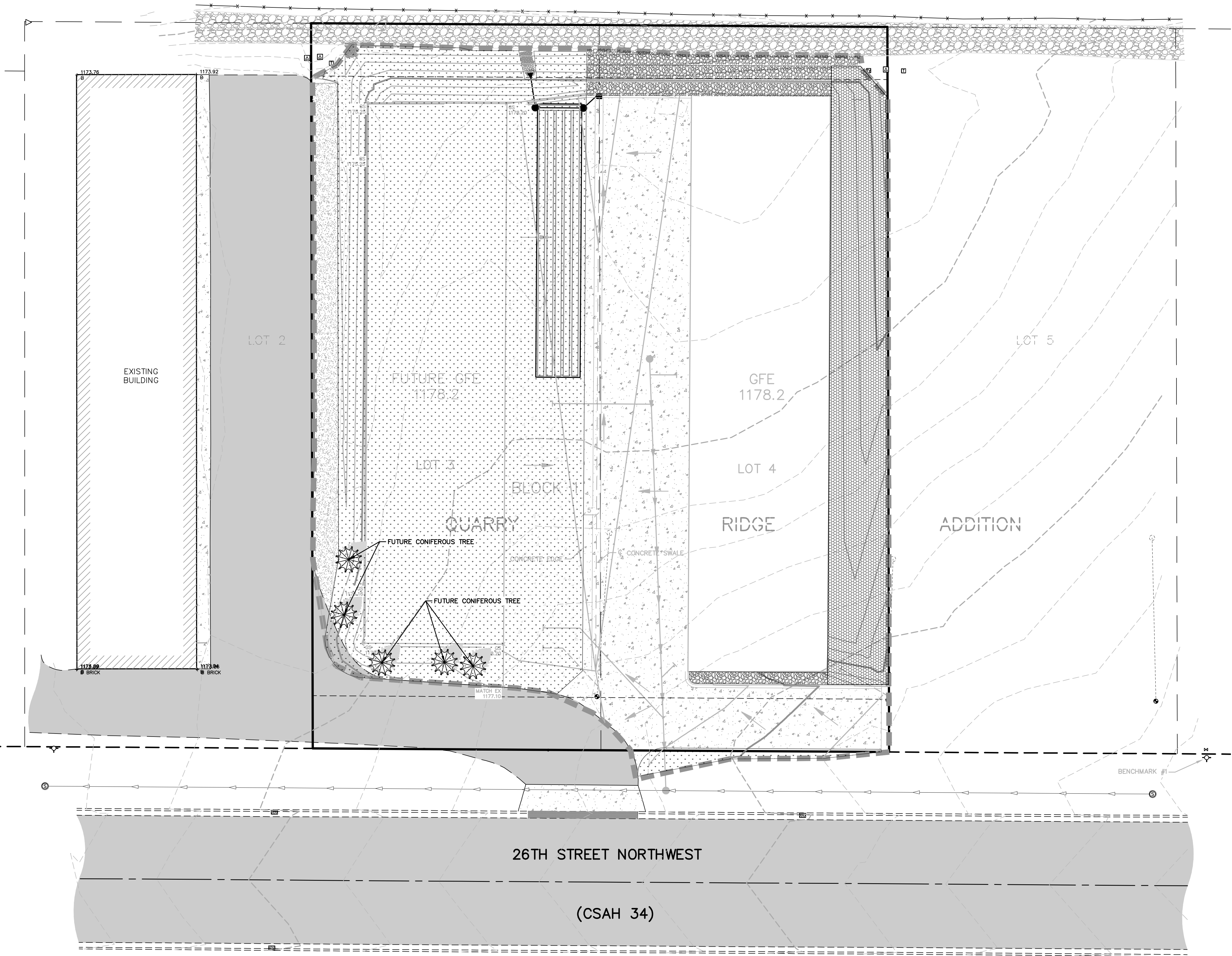
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. REG. NO. 10772 Date: 02/07/24

OWATONNA STORAGE FACILITY
OWATONNA, MINNESOTA
SITE PLAN
FOR
MATTHEW KERN
417 E SCHOOL STREET, OWATONNA, MN 55060

DRAWN BY	EPF
DATE	02/08/24
REVISIONS	
2024-02-22 FRONTAGE ROAD	
2024-04-26 PERMIT SET	
2024-05-31 STORMWATER REV.	
CAD FILE	24151PAV
PROJECT NO.	24151
	5.0



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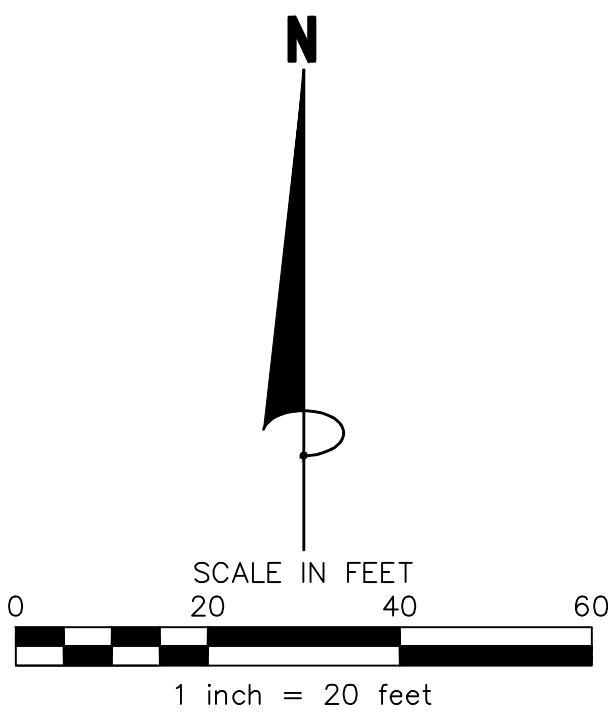


LEGEND

- PROPOSED SEED & MULCH MIX
GENERAL ROADSIDE MnDOT 25-141
- PROPOSED SOD
- PROPOSED LANDSCAPE ROCK
- FUTURE CONIFEROUS TREE



Know what's below.
Call before you dig.

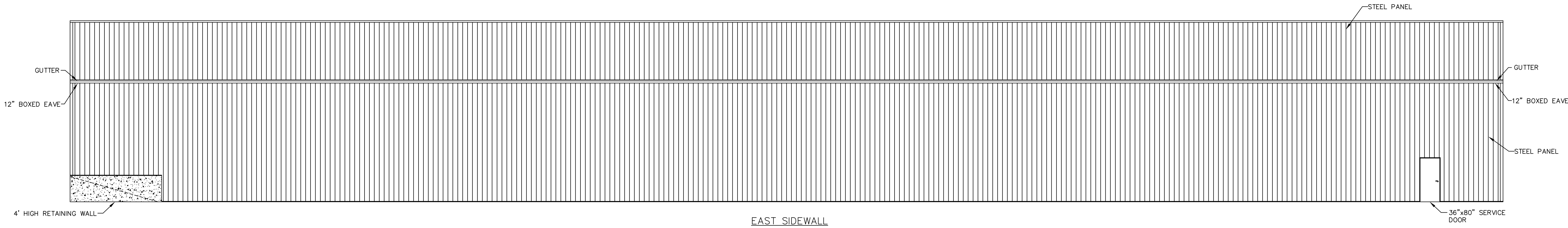
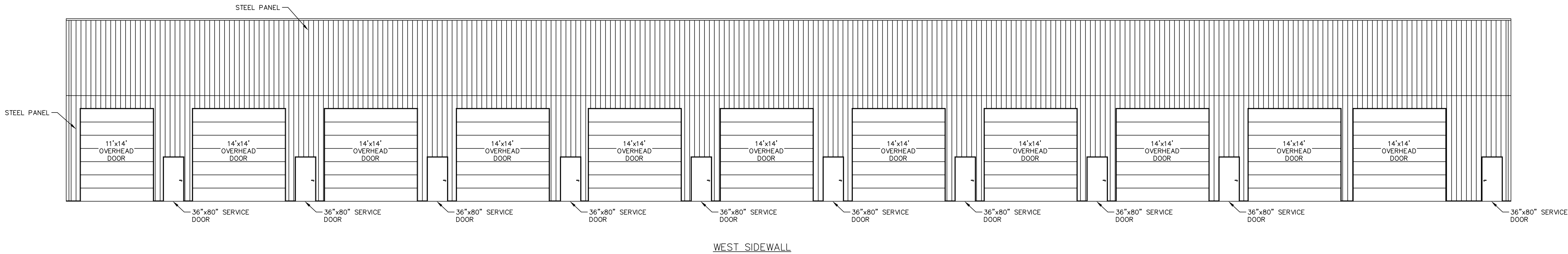
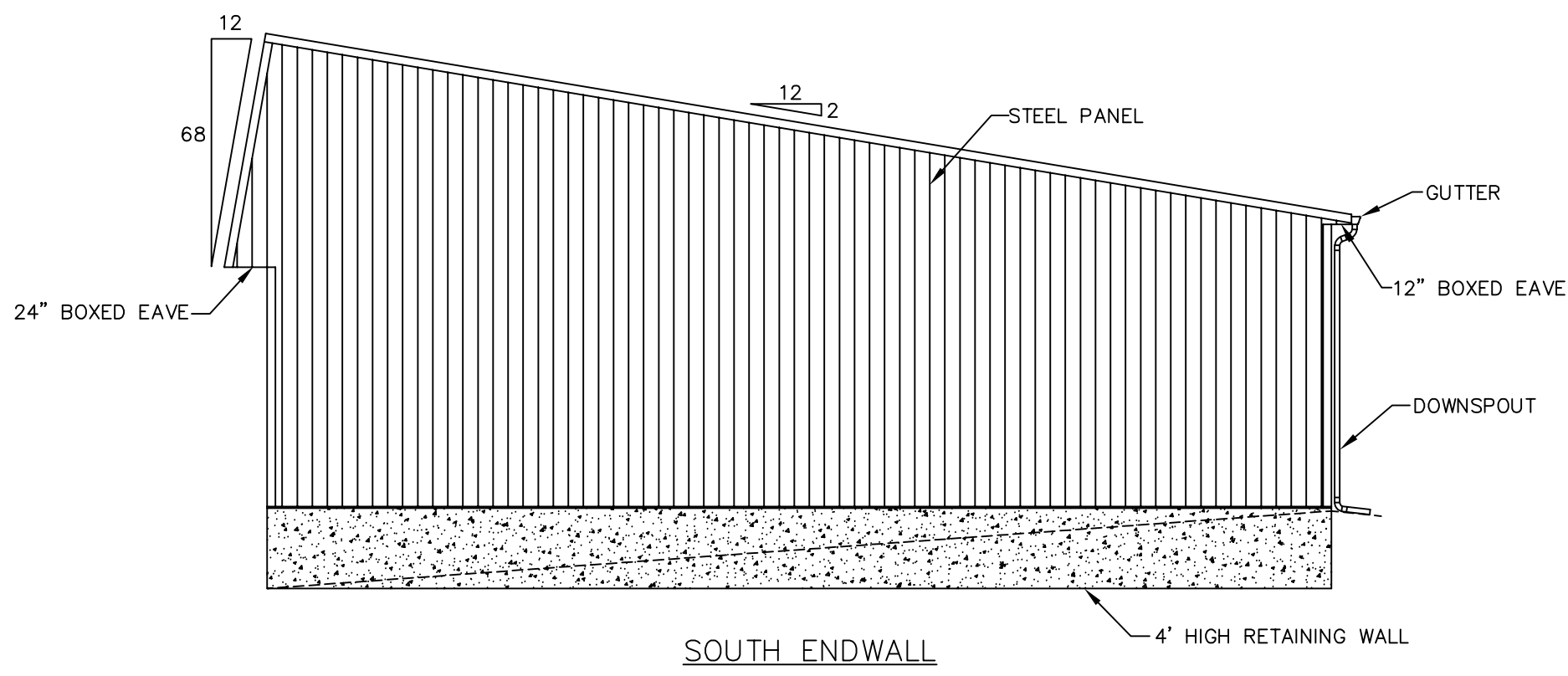
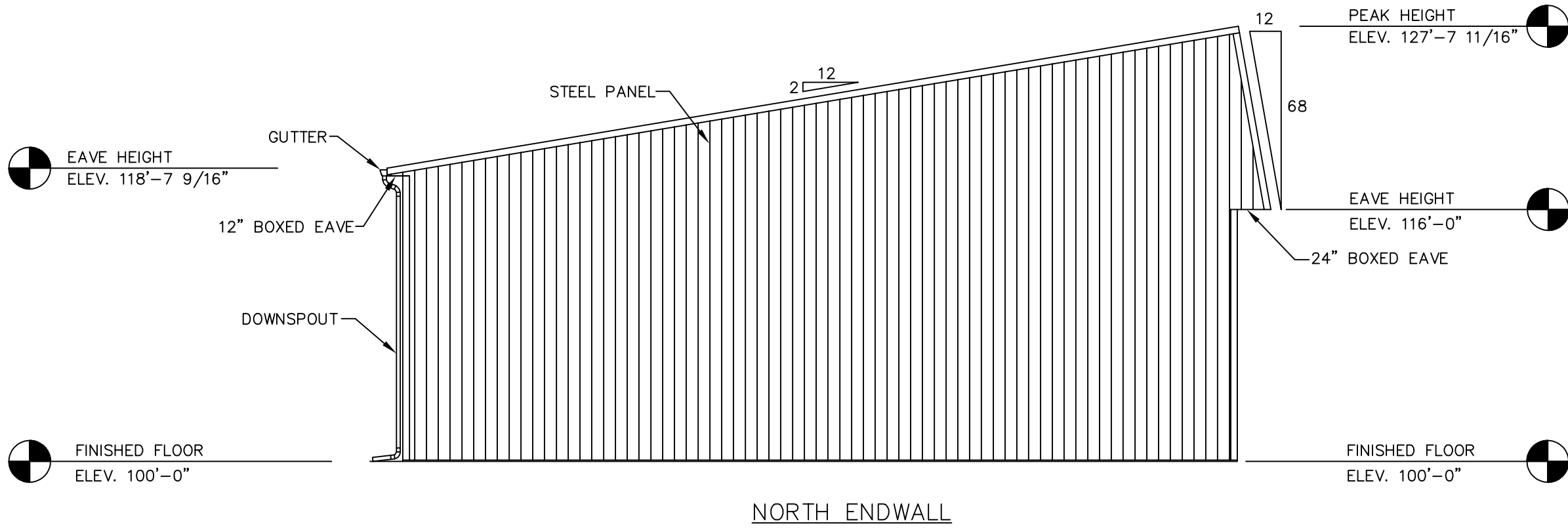


James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

NOT FOR CONSTRUCTION

OWATONNA STORAGE FACILITY
OWATONNA, MINNESOTA
LANDSCAPE & RESTORATION PLAN
FOR
MATTHEW KERN
417 E SCHOOL STREET, OWATONNA, MN 55060

DRAWN BY EPF
DATE 02/08/24
REVISIONS
2024-02-22 FRONTAGE ROAD
2024-04-26 PERMIT SET
2024-05-31 STORMWATER REV.
CAD FILE 24151L
PROJECT NO. 24151
3.1



ELEVATIONS

SCALE: 1/8"=1'-0"

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Nathan D. Peleschak

Signature: Nathan D. Peleschak

Date: 6/3/24 License #: 50824



ENGINEERING SERVICES

6311 KANE RD. EAU CLAIRE, WI 54703 (715) 876-0555

FOR QUESTIONS PLEASE CONTACT BUILDING DESIGNER AT THE FOLLOWING:
ENGINEERING@MIDWESTMANUFACTURING.COM

PROJECT TITLE:

HEATED
STORAGE
FACILITY
OWATONNA, MN

PROF. ENGINEER: NATE PELESCHAK

PLAN DESIGNER: LOUISE BRISKI

DRAWN BY: JMS

DATE: 5/31/2024

SCALE: AS NOTED

REVISIONS

NO	DATE	DESCRIPTION	BY
1			
2			

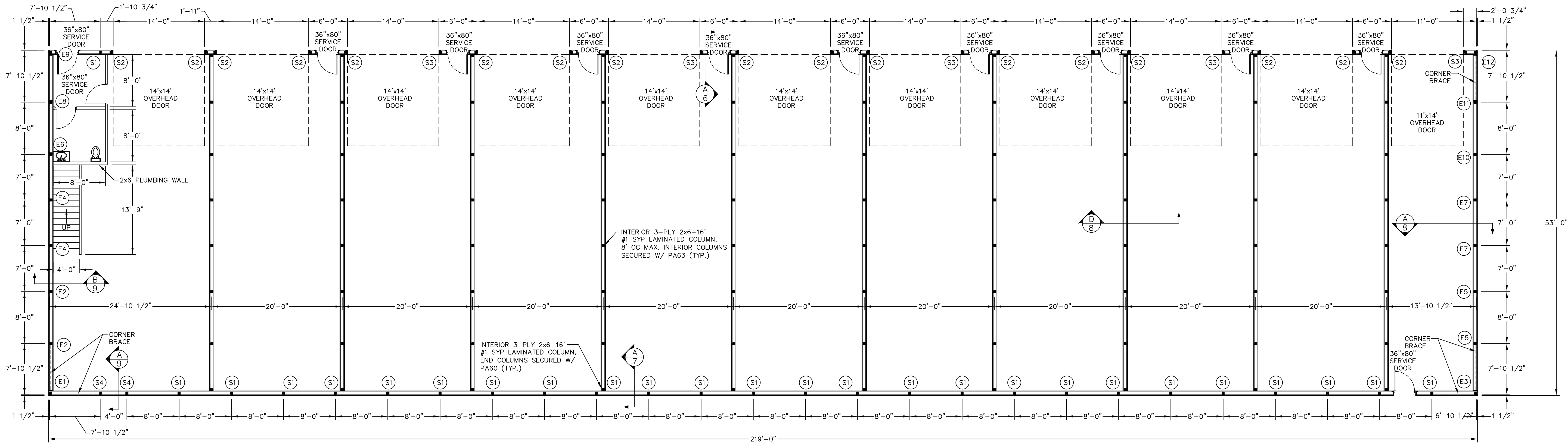
SHEET TITLE:

ELEVATIONS

FILE NAME: S18524MN

SHEET NO.

S2



NOTE:
ALL DIMENSIONS ARE TO CENTERLINE OF
COLUMNS EXCEPT FOR CORNERS AND OVERHEAD
DOOR JAMBS OR UNLESS NOTED OTHERWISE.

FLOOR PLAN
SCALE: 1/8"=1'-0"



NOTE:
CORNER BRACE SHALL BE A 2x6 EXTENDING FROM THE GRADEBOARD AT THE
INTERIOR COLUMN TO THE TOP OF THE CORNER COLUMN. CORNER BRACE SHALL
BE PLACED ON THE INSIDE FACE OF FRAMING MEMBERS. CORNER BRACE SHALL
BE SECURED TO THE GRADEBOARD W/(2)-3" RINGSHANK GUN NAILS AND
TO THE SOFFIT NAILER/ENDFRAME BOTTOM CHORD W/(2)-3" RINGSHANK
GUN NAILS. EACH BRACE TO GIRT LOCATION SHALL BE SECURED W/(1)-3"
RINGSHANK GUN NAIL.

NOTES:
- ALL INTERIOR PARTITION WALLS ARE 2x4 WALLS UNLESS NOTED OTHERWISE. ALL
PARTITION WALLS SHALL CONSIST OF A TREATED BOTTOM PLATE, A DOUBLE TOP PLATE
AND STUDS SPACED @ 24" O.C. MAX. SECURE BOTTOM PLATES TO FLOOR AS PER
OWNER/CONTRACTOR SUCH THAT WALLS DO NOT SHIFT DURING NORMAL BUILDING USE.
- ALL INTERIOR ROOM DIMENSIONS SHOWN ARE TO FACE OF FRAMING. OWNER/CONTRACTOR
SHALL VERIFY FINAL ROOM DIMENSIONS AT TIME OF CONSTRUCTION.
- ALL DOOR AND WINDOW SIZES SHOWN ARE NOMINAL. OWNER/CONTRACTOR SHALL VERIFY
ROUGH OPENING DIMENSIONS AT TIME OF CONSTRUCTION. ALL SWING DOORS ARE SHOWN AS
36"x80" ENTRY/WALK DOORS. OWNER/CONTRACTOR TO VERIFY DOOR SIZES AND STYLES AT
TIME OF CONSTRUCTION.

I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly licensed
Professional Engineer under the laws of the
State of Minnesota.
Print Name: Nathan D. Peleschak
Signature: Nathan D. Peleschak
Date: 6/3/24 License #: 50824

COLUMN & BRACKET SCHEDULE							
COLUMN LOCATION	COLUMN DESCRIPTION	EMBEDMENT	NUMBER OF COLUMNS	FOOTING DESCRIPTION	BRACKET DESCRIPTION	NO. OF BRACKETS PER COLUMN	BRACKET TO COLUMN
S1	3-PLY (20')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	26	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
S2	4-PLY (16')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	17	CONCRETE FOUNDATION (SEE SHEET S3)	CUSTOM (SEE DETAIL B/10)	1	(4)-5/8"x6" LAG SCREWS
S3	4-PLY (20')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	5	CONCRETE FOUNDATION (SEE SHEET S3)	CUSTOM (SEE DETAIL B/10)	1	(4)-5/8"x6" LAG SCREWS
S4	3-PLY (16')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	2	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E1	3-PLY (16')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA60	1	(2)-1/2"x4 1/2" LAG SCREWS & (2)-1/4"x3" WOOD SCREWS
E2	3-PLY (18')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	2	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E3	3-PLY (20')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA60	1	(2)-1/2"x4 1/2" LAG SCREWS & (2)-1/4"x3" WOOD SCREWS
E4	3-PLY (20')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	2	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E5	3-PLY (22')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	2	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E6	4-PLY (22')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA64	1	(2)-1/2"x7 1/2" BOLTS & (4)-1/4"x3" WOOD SCREWS
E7	3-PLY (24')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	2	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E8	4-PLY (24')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA64	1	(2)-1/2"x7 1/2" BOLTS & (4)-1/4"x3" WOOD SCREWS
E9	3-PLY (24')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA60	1	(2)-1/2"x4 1/2" LAG SCREWS & (2)-1/4"x3" WOOD SCREWS
E10	3-PLY (26')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA63	1	(2)-1/2"x6" BOLTS & (4)-1/4"x3" WOOD SCREWS
E11	4-PLY (28')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA64	1	(2)-1/2"x7 1/2" BOLTS & (4)-1/4"x3" WOOD SCREWS
E12	3-PLY (28')-2x6 2400f MSR SYP LAMINATED COLUMN	0'-0"	1	CONCRETE FOUNDATION (SEE SHEET S3)	PA60	1	(2)-1/2"x4 1/2" LAG SCREWS & (2)-1/4"x3" WOOD SCREWS

PRO-ANCHOR (PA) BRACKET DESIGNATION	
PA60	= 6" UNIVERSAL BRACKET
PA63	= 3-PLY 2x6 COLUMN BRACKET
PA64	= 4-PLY 2x6 COLUMN BRACKET

ENGINEERING SERVICES
5311 KANE RD. EAU CLAIRE, WI 54603 (715) 876-0565

FOR QUESTIONS PLEASE CONTACT BUILDING DESIGNER AT THE FOLLOWING:
ENGINEERING@MIDWESTMANUFACTURING.COM

PROJECT TITLE:
HEATED STORAGE FACILITY
OWATONNA, MN

PROF. ENGINEER: NATE PELESCHAK
PLAN DESIGNER: LOUISE BRISKI
DRAWN BY: JMS
DATE: 5/31/2024
SCALE: AS NOTED

REVISIONS

NO	DATE	DESCRIPTION	BY
1			
2			

SHEET TITLE:
FLOOR PLAN

FILE NAME: S18524MM
SHEET NO. **S4**

Project Narrative

290 26th St NW, Owatonna MN 55060

The facility to be built is 11 heated rental storage bays. Aprox 1000 sqft bays with in floor drains and interior steel on the inside. Each bay has a 14x14 garage door and 36in service door as well as their own electrical panel and heater. All bays have common access to a secured bathroom on the south end of the facility. I have personally heard a demand for more heated storage bays in our community and I have verbally already leased 2 bays.



CITY OF
OWATONNA

Miscellaneous



DATE: July 2, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
Troy Klecker, Community Development Director
SUBJECT: Land Lease Agreement - AT&T

Purpose:

Request City Council approval of a Land Lease Agreement with AT&T.

Background:

AT&T is in need of a new tower location to replace their current location on the water tower on 14th Street NE. The water tower does not have the capacity to house the additional equipment needed to service this area. Airport Zoning requirements pushed any tower location away from the current water tower site; staff assisted in finding a usable tower location. A possible location was on city land where the Wastewater Treatment Plant and city shop are located; but, staff felt this was not a good long-term location for city operations. The proposed tower site is on EDA owned land on Kilworth Drive. This land is intended for economic development purposes and is currently used for snow storage in the winter.

The tower would be on the southeast corner of the property. The leased area for the tower would consist of a 1,550 square foot fenced area. There would also be a 12-foot access easement from the street to the tower. The property being leased is all outside of any utility easements on the property. The lease is for 5 years and can be extended 5 additional years 5 more times for a total of 30 years.

Budget Impact:

The EDA will receive monthly rent for the duration of the lease starting at \$1,000 per month when the tower is constructed. The rent will increase 3% per year for the duration of the lease.

Staff Recommendation:

The City Attorney has reviewed the proposed lease, staff recommends approval provided Exhibit 1 in the agreement conforms to the conditions of the conditional use permit and also that the tower and any associated equipment and buildings are removed by the tenant if the tower is no longer used or at the end of the lease.

Attachments:

1. Land Lease Agreement

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Owatonna, a Minnesota municipal corporation ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, identified as County Tax Parcel No. 17-343-0108, located on Kilworth Drive in the City of Owatonna, State of Minnesota (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately 1,550 square feet (50' x 21.89' x 53.18' x 40') including the air space above such ground space and one (1) 12 ft wide access and utility easement, including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may only be sold, assigned, or transferred by Tenant in accordance with Section 16 below.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Tenant shall submit its request to Landlord and, provided the additional Premises are available, Landlord’s consent will not be unreasonably withheld delayed or conditioned, subject to Landlord’s rights in section 1(d). Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement. Rent payable during such Annual Terms or Holdover Terms shall be increased as provided in Section 4 (b)

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon each anniversary of the Rent Commencement Date, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Tenant will conduct all such tests in a manner that will not harm or damage the Property or cause any claim adverse to Landlord and will restore the Property to its condition prior to any such examinations or surveys immediately after conducting the same. Tenant will indemnify, defend, and hold Landlord harmless from and against any claims for injury or death to persons, damage to property or other losses, damages, or claims, and including, in each instance, reasonable attorney's fees and litigation costs, arising out of any action of any person or firm entering the Property on the Tenant's behalf as aforesaid, which indemnity will survive any termination of this Agreement. Notwithstanding the foregoing, Tenant will not be liable merely for the discovery of a preexisting condition at the Property.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will carry and maintain in effect the insurance coverages set forth in Addendum A.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property known to the Landlord to the best of its knowledge, without any further duty of inquiry on Landlord's part. Landlord's representation shall in no event give rise to any liability on its part. Tenant acknowledges that it is Tenant's duty to independently verify all such information. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will exercise due diligence and best effort to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations, except for those reasonably necessary for public safety, which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Landlord's liability hereunder shall not exceed its maximum liability under Minn. Stat. § 466.04, as currently enacted as herein after amended.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide

the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(d) With respect to the indemnifications provided in this Agreement, except as provided in Sec. 5 (c) the "American Rule" shall apply to attorney's fees and each party shall bear its own attorney's fees and costs except as to those costs awarded by the court.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, to the best of Landlord's knowledge and without any duty of inquiry on its part, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord's representation shall in no event give rise to any liability on its part. Tenant acknowledges that it is Tenant's duty to independently verify such information. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant. Landlord's liability hereunder shall not exceed its maximum liability under Minn. Stat. § 466.04 as currently enacted or as hereafter amended.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, within 24 hours of Tenant's knowledge thereof, Tenant shall give Landlord prompt notice of such failure and upon receipt of such notice Landlord shall exercise due diligence and best effort to restore access within 24 hours. Such failure shall be a default under this Agreement provided it was not caused in whole or in part by Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and

provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent, to any entity with a net worth of at least Twenty Million

Dollars (\$20,000,000). Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed and such objection or disapproval shall not be exercised unreasonably. Without limitation, it shall be reasonable for Landlord to withhold or condition its consent or approval if the rights of Landlord would be diminished or if the obligations or liabilities of Landlord would be augmented in each case in any material manner.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MNL03647, Cell Site Name: Mineral Springs Relo (MN)
Fixed Asset #: 15728271
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: MNL03647, Cell Site Name: Mineral Springs Relo (MN)
Fixed Asset #: 15728271
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: City of Owatonna, MN
Attn: Sean Murphy, P.E. (Tel. 507-774-7306)
Department of Public Works (Tel. 507-444-4350)
City Clerk (Tel. 507-774-7341)
540 West Hills Drive
Owatonna, MN 55060

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities

on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall notify the Steele County Assessor of this agreement that Tenant is responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant

and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may not assign its rights to a third party, without Landlord's consent, which consent will not be unreasonably withheld, conditioned or delayed, subject to Landlord's rights in Sec. 16. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement

or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, except as provided in Sec 5(c), the “American Rule” shall apply to attorney’s fees and each party shall bear its own attorney’s fees and costs except as to those costs awarded by the court.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Owatonna, a Minnesota municipal corporation

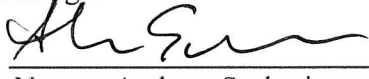
By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

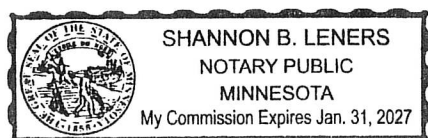
By:  _____
Print Name: Andrew Sackreiter
Its: Director-Construction & Engineering
Date: 5-29-24

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On the 29th day of May, 2024, before me personally appeared Andrew Sackreiter, and acknowledged under oath that he/she is the Director -Construction & Engineering of AT&T Mobility Corporation, the Manager of NewCingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: Sharon B. Leners
My Commission Expires: 1/31/2027

LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF)

On the _____ day of _____, 2024, before me personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Option and Land Lease Agreement dated _____, 2024, by and between the City of Owatonna, a Minnesota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota,

The Premises are described and/or depicted as follows:

That part of Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 8; thence South 89 degrees 19 minutes 38 seconds West along the South line of said Lot 8, a distance of 76.25 feet; thence North 0 degrees 40 minutes 22 seconds West, a distance of 12.00 feet to the Point of Beginning of the lease area to be described; thence North continue 0 degrees 40 minutes 22 seconds West, a distance of 50.00 feet; thence North 89 degrees 19 minutes 38 seconds East, a distance of 21.89 feet to the westerly line of the easterly 30.00 feet of said Lot 8; thence South 20 degrees 34 minutes 58 seconds East along said westerly line a distance of 53.18 feet to a line bearing North 89 degrees 19 minutes 38 seconds East from the Point of Beginning; thence South 89 degrees 19 minutes 38 seconds West, a distance of 40.00 feet to the Point of Beginning.

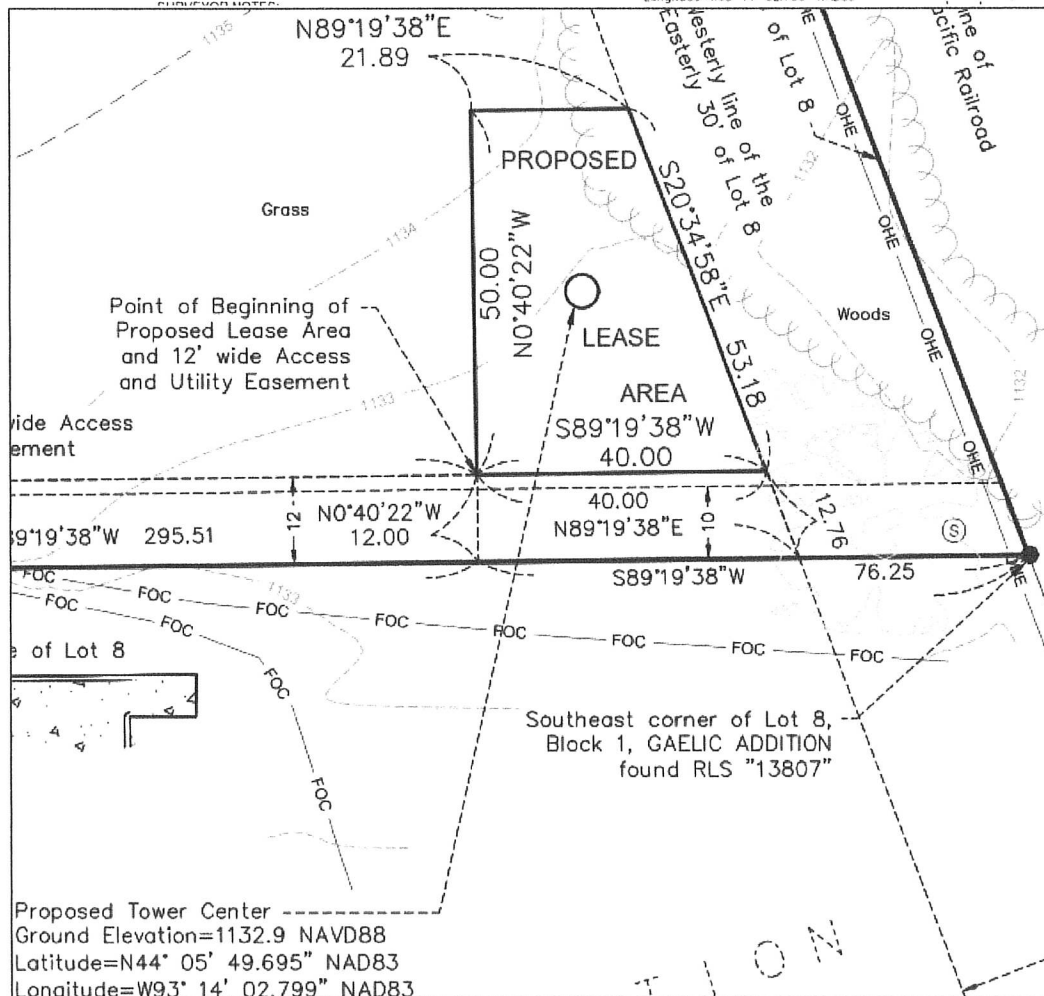
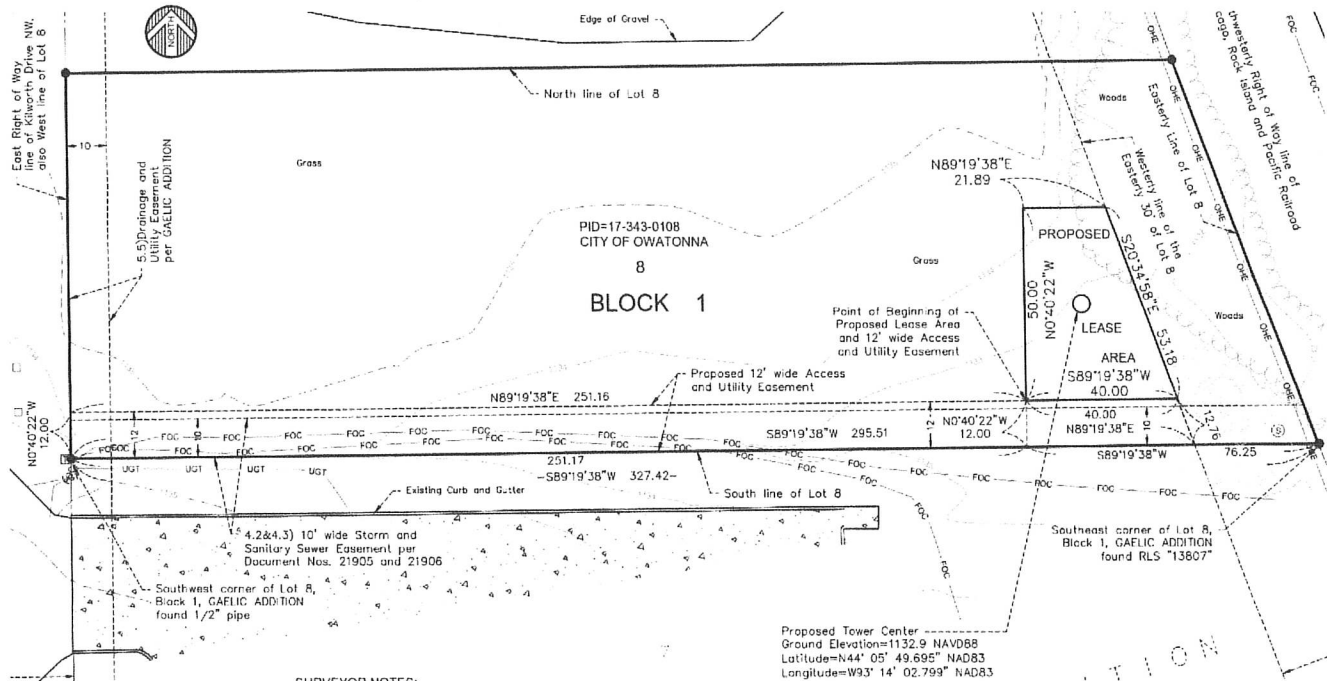
ACCESS AND UTILITY EASEMENT DESCRIPTION:

An easement for ingress, egress and utility purposes over, under and across Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 8; thence South 89 degrees 19 minutes 38 seconds West along the South line of said Lot 8, a distance of 76.25 feet; thence North 0 degrees 40 minutes 22 seconds West, a distance of 12.00 feet to the Point of Beginning of the easement to be described; thence North 89 degrees 19 minutes 38 seconds East, a distance of 40.00 feet to the westerly line of the easterly 30.00 feet of said Lot 8; thence South 20 degrees 34 minutes 58 seconds East along said westerly line, a distance of 12.76 feet to said South line of Lot 8; thence South 89 degrees 19 minutes 38 seconds West along said South line, a distance of 295.51 feet to the West line of said Lot 8; thence North 0 degrees 40 minutes 22 seconds West along said West line, a distance of 12.00 feet to a line bearing South 89 degrees 19 minutes 38 seconds West from the Point of Beginning; thence North 89 degrees 19 minutes 38 seconds East, a distance of 251.16 feet to the Point of Beginning.

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ADDENDUM A

THIS ADDENDUM A, dated _____, is to the Option and Land Use Agreement by & between City of Owatonna a Minnesota municipal corporation, Landlord, and New Cingular Wireless PCS, LLC, Tenant, and provides for the insurance coverages required under Section 7 of said agreement.

At or before the time Tenant enters the Premises under this Agreement, it shall carry all insurance coverages required herein. Tenant also shall require all its contactors or subcontractors to provide similar insurance coverages set forth herein. Tenant shall provide Landlord with certificates of insurance evidencing insurance coverage for the following:

(1) **Commercial General Liability (CGL) coverage per ISO Form CG 00 01 or equivalent:** in the amount of \$2 Million per occurrence combined single limit, \$ 4 Million annual aggregate;

(2) **Automobile liability Insurance:** \$2 Million combined single limit per accident, \$4 Million annual aggregate;

(3) **Professional Liability Insurance:** \$2 Million combined single limit per claim, \$4 Million annual aggregate.

(4) **Minnesota Workers' Compensation Insurance:** statutory coverage.

The Commercial General Liability Insurance & Automobile Liability Insurance shall include City as an "Additional Insured" by endorsement with respect to this Agreement.

EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

W I T N E S S E T H :

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated [Insert Date], 20____, (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and

WHEREAS, Landlord has given to Mortgagee a mortgage in the original principal sum of [Spell Out Dollar Amount](\$____) Dollars, which Mortgage has been recorded in _____ (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot _____ in Block _____ in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

[Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

MORTGAGEE:

[Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 202_, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 202_, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 202_, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that to the best of Landlord's knowledge, and without any duty of further inquiry on its part, the Property is free of hazardous substances as of the Effective Date.
[INSERT AS APPLICABLE]

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to AT&T Mobility

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T Mobility permitting AT&T Mobility to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T Mobility and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T Mobility representatives may be seeking access to the property outside of normal business hours. AT&T Mobility representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2024, by and between City of Owatonna, a Minnesota municipal corporation ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the _____ day of _____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Owatonna, a Minnesota municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Andrew Sackreiter
Its: Director-Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On the _____ day of _____, 2024, before me personally appeared Andrew Sackreiter, and acknowledged under oath that he/she is the Area Manager-Construction & Engineering of AT&T Mobility Corporation, the Manager of NewCingular WirelessPCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2024, before me personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2024, by and between the City of Owatonna, a Minnesota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota,

The Premises are described and/or depicted as follows:

That part of Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 8; thence South 89 degrees 19 minutes 38 seconds West along the South line of said Lot 8, a distance of 76.25 feet; thence North 0 degrees 40 minutes 22 seconds West, a distance of 12.00 feet to the Point of Beginning of the lease area to be described; thence North continue 0 degrees 40 minutes 22 seconds West, a distance of 50.00 feet; thence North 89 degrees 19 minutes 38 seconds East, a distance of 21.89 feet to the westerly line of the easterly 30.00 feet of said Lot 8; thence South 20 degrees 34 minutes 58 seconds East along said westerly line a distance of 53.18 feet to a line bearing North 89 degrees 19 minutes 38 seconds East from the Point of Beginning; thence South 89 degrees 19 minutes 38 seconds West, a distance of 40.00 feet to the Point of Beginning.

ACCESS AND UTILITY EASEMENT DESCRIPTION:

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Cell Site Number: MNL03647
Cell Site Name: Mineral Springs Relo
Fixed Asset Number: 15728271
State: Minnesota
County: Steele

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2024, by and between City of Owatonna, a Minnesota municipal corporation (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement (“**Agreement**”) on the _____ day of _____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of its option, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Owatonna, a Minnesota municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

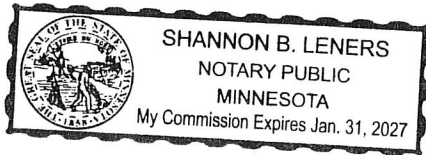
By: AT&T Mobility Corporation
Its: Manager
By: 
Print Name: Andrew Sackreiter
Its: Director-Construction & Engineering
Date: 5-29-24

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On the 29th day of May, 2024, before me personally appeared Andrew Sackreiter, and acknowledged under oath that he/she is the Director-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Shannon B. Leners
Notary Public: Shannon B. Leners
My Commission Expires: 1/31/2027

LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2024, before me personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2024, by and between the City of Owatonna, a Minnesota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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The Premises are described and/or depicted as follows:

That part of Lot 8, Block 1, GAELIC ADDITION, according to the recorded plat thereof, Steele County, Minnesota, described as follows:

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DATE: July 2, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Assistant City Administrator
SUBJECT: Interior Painting Agreement - Merrill Hall - Right-Way Painting, Inc.

Purpose:

Approve the agreement with Right-Way Painting agreement for the work at Merrill Hall.

Background:

The current mechanical Capital Improvement Project at Merrill Hall has left the building almost empty, allowing easy access to paint the walls and ceilings. The building has not been painted for several years, so staff feel it is a great time to paint the surfaces on all three floors, excluding the mural and other identified walls.

The City received two bids, and Right-Way Painting submitted the lowest bid and can meet the timeline for the construction project.

Bids:

Right-Way Painting, Owatonna	\$36,800
Willie's Painting, Owatonna	\$49,700

Budget Impact:

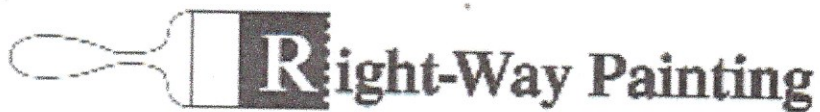
This work falls outside the scope of the CIP project. The funds will be sourced from the Building Maintenance Fund or project cost savings.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Right-Way Painting, Merrill Hall interior



June 18, 2024

City of Owatonna
Aaron Fitzloff
540 West Hills Circle
Owatonna, MN 55060

Project: Merrill Hall Interior painting

Our bid price to spot prime, and paint the interior is \$36,800.00.
Labor \$32,800.00
Materials \$4000.00

These price is figured as per plans and walk through.

Thank you for the opportunity to bid this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Caswell", is written over a large, stylized, and somewhat abstract signature graphic that consists of several overlapping loops and lines.

Bob Caswell