



CITY COUNCIL MEETING
Tuesday, May 20, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Boeke, McCann, Svenby,
Voss, Dotson, Burbank, and Raney

PLEASE NOTE: From 5:30 p.m. - 6:30 p.m. there will be an Open House to Meet & Greet the City Administrator Finalists in the Arts Center, 435 Garden View Lane.

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

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Proclamation - Detective John Van Alstine Day - May 15, 2025

1.2.2. Recommendation to Owatonna Public Library Board - Annie Harman

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – May 6, 2025

2.2. Board/Commission Minutes

2.2.1. HRA Board Minutes - February 24, 2025

2.2.2. Human Rights Commission Meeting - April 8, 2025

2.2.3. EDA Minutes - April 16, 2025

2.2.4. Airport Commission Minutes - April 17, 2025

2.2.5. Planning Commission Minutes - April 22, 2025

2.2.6. HRA Board Minutes - April 28, 2025

2.2.7. Fire Department Civil Service Commission Minutes - April 29, 2025

2.2.8. Park Board Minutes - May 5, 2025

2.2.9. Human Rights Commission Meeting - May 13, 2025

2.3. Department Reports:

2.3.1. Fire - Monthly Activity Report and Dashboard - April 2025

2.4. Licenses/Permits

2.4.1. Exempt Permit - Raffle - Owatonna Fire Relief Association - June 20, 2025

2.4.2. Exempt Permit - Raffle - Owatonna Soccer Association - June 26, 2025

2.4.3. Exempt Permit - Ducks Unlimited Steele County Chapter 5 - September 18, 2025

2.4.4. Event Permit - Steele County Safety Camp - June 12 & 13, 2025

2.4.5. Event Permit - Movie in Central Park - June 13, 2025

2.4.6. Event Permit - OSCAR - June 28, 2025

- 2.4.7. Event Permit - Somali Cultural Event / Independence Day - July 6, 2025
- 2.4.8. Event Permit - Chet Fest - July 19, 2025
- 2.4.9. Event Permit - Reggie's Parking Lot Dance and Bean Bag Tournament - August 2, 2025 (Includes Exception to City's Noise Ordinance & Extension of Liquor Premises)

2.5. Miscellaneous

- 2.5.1. Parks and Recreation Fees Manual Updates
- 2.5.2. Warsinski Chalet Independent Contractor Agreement - Martin Equipment, Inc.
- 2.5.3. Service Agreement - Owatonna Trails Association
- 2.5.4. Stormwater Facility Maintenance Easement Agreement - Aire Apartments
- 2.5.5. Hay Ground Land Lease Agreements- 2025-2026
- 2.5.6. WW Goetsch Pump Maintenance Agreement

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Resolutions:

- 3.2.1. Resolution 26-25 - Final Plat of Renneberg Hardwoods Addition
- 3.2.2. Resolution 27-25 - Preliminary & Final Plat - KEG Addition
- 3.2.3. Resolution 28-25 - Preliminary Plat - Mineral Springs Estates
- 3.2.4. Resolution 29-25 - Accepting Bids and Awarding Contract - 2025 Taxilane and Parking Lot Reconstruction

3.3. Miscellaneous

- 3.3.1. Professional Services Agreement: Construction Services Taxilane and Parking Lot Reconstruction Project - SEH, Inc.
- 3.3.2. Garbage Hauler Permit - Trash Titans, LLC, Owatonna, MN
- 3.3.3. North Cedar Streetscape Change Order #5 - JJD Companies, LLC
- 3.3.4. WWTF Expansion Change Order #21 - Rice Lake Construction Group
- 3.3.5. Professional Services Agreement - Ehlers
- 3.3.6. Accept Quote: Bituminous Material - Crane Creek Asphalt

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**



CITY OF
OWATONNA

Mayor Jessop



Mayor's Proclamation

- WHEREAS** each year, the Moonlighters Exchange Club of Owatonna recognizes a member of the Owatonna Police Force for their service to our community. This year, Detective John Van Alstine has been selected as the 2025 Police Officer of the Year; and
- WHEREAS** John began as a Police Officer with the City of Owatonna in December 2019 and was assigned to the Detective Bureau in January 2022. He specializes in child protection services and also serves as a Certified Defense Tactics and Use of Force Instructor for the Police Department, and
- WHEREAS** John was a US Service Member in the Army National Guard from 2005 to 2013. During 2007, his unit was deployed to Kosovo, and he served as an Infantryman, and
- WHEREAS** John previously served as a part-time Police Officer in Dundas and a full-time Federal Law Enforcement Officer and Shift Lead with the Department of Veterans Affairs; and
- WHEREAS** Detective Van Alstine holds bachelor's degrees in Criminal Justice and Business Management Operations and Logistics.
- NOW THEREFORE I**, Matt Jessop, Mayor of the Great City of Owatonna, hereby proclaim today, Thursday May 15, 2025, as:

John Van Alstine Day

and call upon all citizens of the Great City of Owatonna to help us celebrate with Detective VanAlstine as he is recognized as the Police Officer of the Year during the Owatonna Police Officer Recognition Banquet at the Owatonna VFW.

Dated: 5/15/25

By: _____

Matt Jessop, Mayor





CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes
May 6, 2025 – Draft Copy

On Tuesday, May 6, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Boeke, McCann, Dotson, Svenby, Voss, Burbank and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Park & Rec Director Dieckmann; Finance Director Burns; Human Resource Director Thamert; Communications Manager Sheely; Facilities Manager Louks; Assistant City Administrator Tuma; IT Technology Specialist O'Connor; City Administrator Busse, and Administrative Coordinator Clawson.

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

Proclamations

Mayor Jessop gave brief comments in regard to three proclamations:

1) Frontline Worker Month - May 2025

Frontline workers are the builders of our community, exercising curiosity, compassion, courage, and creativity to provide essential services that ensure the safety, health, and education of our residents. He encouraged all residents to join in recognizing and honoring the heroic contributions of our healthcare workers, firefighters, law enforcement officers, EMS personnel, and teachers.

2) National Travel and Tourism Week - May 4-10, 2025

The travel industry is essential to the success of every industry and will continue to be a critical part of Owatonna and Steele County Minnesota's economy, development, and workforce. Travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, fosters mutual understanding, and connects the nation.

3) 2025 Owatonna Walk to End Alzheimer's Kickoff Day - May 7, 2025

Paint the Town Purple Campaign focuses on different topics related to Alzheimer's disease such as educating the basics of Alzheimer's exploring the causes and reduction, finding resources for caregivers and understanding clinical trials. The Alzheimer's Association Owatonna Walk Committee is participating in the Paint the Town Purple Campaign with a Walk Kickoff in advance of the Paint the Town Purple Event, June 1st-11th and this year's Owatonna Walk to End Alzheimer's to be held on September 27th. Tomorrow, May 7th is the 2025 Owatonna Walk to End Alzheimer's Kickoff Day with a brief presentation at Mineral Springs Brewery at 5:00 pm.

Recommend Board/Commission Member Reappointments and New Appointments

Mayor Jessop commented that each year, terms of various board/commission members expire so reappointment of current members and/or new members sought. The City's Code of Ordinances limits the number of successive terms an individual can serve on a board/commission.

Recommendations for reappointment were:

Airport Commission - Tim McManimon and Matt Thurnau

Human Rights Commission (OHC) - Sherry Hill

Park & Rec Board - Tyler Cochran, Eileen Wohlenhaus and Johathan Thiel

Planning Commission - David Effertz

Public Library Board - Julianna Skluzacek

Public Utilities Commission (OPU) - Jay Johnson

Shade Tree - Gary Schwartz, Ron Segner and Nikk Dickerson

West Hills Commission - Nancy Vaillancourt and Sara McKay

Recommendation for new member appointment:

Human Rights Commission (OHRC) - Josiah Hult

Council Member Dotson made a motion to approve these reappointments and new appointments. Council Member McCann seconded the motion; all members voted aye in approval. He thanked previous members whose terms expired this year, and members were not eligible to serve another term per limit within the City Code regarding successive terms served:

Jim Gunderson - Human Rights Commission, first appointment November 7, 2017

Trudy Severson - Library Board, first appointment May 3, 2016

New OHRC Member Josiah Hult was present, Mayor Jessop administered him the Oath of Office. This is a 3-year term to expire on March 31, 2028.

Mayor Jessop commented that there are openings available on several boards/commissions. Interviews were just completed to fill the opening on the Library Board and the new member application is currently posted on the City's website for the Fire Code of Appeals & Civil Service Board, Housing & Redevelopment Authority, and the Planning Commission.

Consent Agenda Items

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

Minutes – Council Meeting – April 15, 2025

HRA Board Minutes - January 27, 2025

EDA Minutes - January 15, 2025

Airport Commission Minutes - January 16, 2025

Airport Commission Minutes - February 20, 2025

Airport Commission Minutes - March 20, 2025

Planning Commission Minutes - April 8, 2025

Police Crime Clock and Statistics - April 2025

Building Inspections Reports - April 2025

Retail Fireworks License - Lowe's

Retail Fireworks License - Target

Retail Fireworks License -Cash Wise

Renew Annual Tree Trimmer Permit - Sargents, LLC dba Strobel Tree & Boom Services

Renew Joint Powers Agreement - MN Department Public Safety Human Trafficking
Investigators Task Force

This Joint Powers Agreement is renewal between the Department of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) to access and share resources to target human trafficking crimes that may occur locally and cross-jurisdictional boundaries. No cost is incurred and there may be reimbursements back to the City for eligible expenses.

Business Associate Agreement - National Insurance Service

The City has utilized National Insurance Services as a full-service employee benefit consultant since January 2019. The proposed business associate agreement enables covered entity to meet applicable requirements of the regulations issued under the administrative provisions of the Health Insurance Portability and Accountability Act of 1996.

Utility Disconnection Agreement and Letter of Understanding - Renneberg Hardwoods
at 1430 State Avenue

An agreement to delay the disconnection of water and sewer services from the mains to allow for development and the ultimate combination of all of the lots. Renneberg Hardwoods has purchased three lots along State Avenue and is in the process to replat them. The applicant wishes to enter into this agreement and disconnect the services in the future. Previously when a property owner combined lots and it was clear the water and sewer services were not going to be used, they were required to be disconnected at the mains. This involved digging into the street and added significant cost to the property owner. City Staff met with OPU Staff late last fall with the intent of trying to minimize the number of times we were digging into the streets. We were able to develop this agreement which will be recorded against the property, to accomplish this. There is no budget impact to the City other than staff time. All future responsibilities are the property owners, and the agreement lays out the process. The applicant will also pay the \$46 recording fee.

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

Finance Report

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

\$ 44,719.07	CivicPlus - annual fees 6/2024 - 6/2025 - Recreation
38,787.50	ESRI
	- Annual Enterprise agreement software/maintenance - \$35,900.00
	- Annual ARCGIS Enterprise Mobile Worker subscription - \$2,887.50
24,273.34	Hawkins - chemicals - WWTF
108,994.86	Hydro Klean - 2025 CIPPS projects - pay est #1
30,000.00	James E Elsbecker - 502 Maple Dr earnest money
23,800.00	John Deere Credit - compact utility tractor u #25420 - Park
145,903.22	Nero Engineering - WWTF upgrade & expansion project - March 2025
90,857.20	Original Mechanics Inc - Yanmar TL100VS Track Loader u #25280 - Street
64,360.97	Owatonna Motor Company - VRF Ford 550 Super Duty flatbed u #25426
	- Park
965,889.57	Rice Lake Construction Group - WWTP Expansion - pay est #34
56,631.01	Schmidt Goodman Office Products
	- office furniture \$47,045.30 - WWTF
	- office furniture - \$9,585.71 - Records
46,894.86	Short Elliot Hendrickson - 18th St SE reconstruction services - March 2025
148,647.86	Southeast Service Cooperative - April 2025 health ins premiums
21,600.04	US Bank - entire organization monthly credit card purchases - Feb/March
250,112.00	Walbran Furness & Trust
	- Ridge Rd NE lot purchase - \$ 29,966.00
	- 315 Lemond Rd purchase - \$220,146.00
22,619.00	Ziegler - ES2632 26' Electric Scissor Lift - WWTF
460,323.32	Other Expenditures
\$2,544,413.82	Subtotal
101,591.00	HRA Housing Assistance Payments
\$2,646,004.82	Toal Expenditures presented for approval

Council Member Svenby made a motion to approve payment of all bills presented, Council Member Boeke seconded the motion, all members voted aye in approval.

Second Reading Proposed Ordinance 25-07: RZ-10 a PUD Request - 631 Cedar Ave N - CRK Properties

Community Development Director Klecker requested approval of Proposed Ordinance 25-07, a zoning change at 631 Cedar Avenue North. Christine Rotthoff of CRK Properties LLC requested a change in the zoning of this property located from I-1 Light Industrial District to PUD, Planned Unit Development. The purpose of this change is the continued operation of a multi-use facility, including office spaces, contractor spaces and an educational facility, Choice Technical Academy Space. The First Reading of this proposed ordinance was

approved during the April 15, 2025 Council Meeting and there have been no changes since. Council Member Dotson made a motion for approval; Council Member McCann seconded the motion. With a roll call vote, voting aye were Council Members Boeke, McCann, Svenby, Voss, Dotson, Burbank and Raney; No Nays; the motion carried. This will be known as Ordinance 1674 to be effective upon publication.

Resolution 20-25: Accept Bids and Award Contract - 2025 Street Maintenance Project

Community Development Director Klecker requested approval of Resolution 18-25 authorizing changes in the parking spaces within the 100 block of Main Street East. City Engineer Murphy shared request received with County Engineer Sponholz; the Engineering Department recommends the removal of two parking spaces on the westbound parking lane, east of the Court Ave crosswalk, the easternmost parking space on the eastbound parking lane, west of Court Ave and loading zone spaces and allocating the westbound parking space just west of the Court Ave crosswalk as an accessible space. The City will incur minor expenses; the Street Department will update signage and amend the striping within the area. The Planning Commission, who serves as the Downtown Parking Committee, recommends approval. Council Member Boeke made a motion for approval; Council Member Voss seconded the motion; all members voted aye for approval.

Resolution 21-25: Accept Bids and Award Contract - CIP Overlay Project

Public Works Director Murphy presented Resolution 21-25 to accept the bids and award the contract for the 2025 CIP Overlay Project. Bids were received on April 30, 2025, for the 2025 CIP Overlay Project. Bids were received from three (3) companies, the lowest responsible bidder received from Crane Creek Asphalt of Faribault, MN was \$513,514.24. Council Member Boeke made a motion for approval; Council Member Voss seconded the motion; all members voted aye for approval.

Resolution 22-25: Authorization to Execute the MnDOT Grant Agreement for Federal Airport Expense Reimbursement

Community Development Director Klecker presented Resolution 22-25 authorizing MnDOT agreement to facilitate federal grant funding reimbursement. A number of airport coronavirus relief grants were approved from 2020-2022. Reimbursement requests for allowable costs on these grants have been spread out over the life of the grant agreements. This agency agreement allows MnDOT to facilitate the FAA reimbursements under the remaining FAA Airport Coronavirus Response Grant Program. The grant to be reimbursed is the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) grant which expires in July of 2025. The Federal Aviation Administration (FAA) distributes funding under this CRRSA grant for eligible expenses related to the airport's operations and maintenance. In order to receive these reimbursements, the MnDOT agreement needs to be approved to allow the Office of Aeronautics to act as the Local Government's agent in accepting these funds and allowing disbursement of the federal

funds to the City. The agency agreement allows MnDOT to facilitate the FAA/CRRSA grant funding that reimburses 100% of allowable costs incurred by the airport up to the grant amount of \$13,000. Council Member McCann made a motion for approval; Council Member Voss seconded the motion; all members voted aye in approval.

Resolution 23-25: Lakeside Foods Notice of Violation

Public Works Director Murphy requested the Council approve issuance of a Notice of Violation to Lakeside Foods for violations of the City's Code of Ordinances and the Industrial Wastewater Discharge Permit (the "Permit") that the City issued to Lakeside Foods with the effective date of January 1, 2021. Daniel Marx, Shareholder Attorney with Flaherty & Hood was introduced to present the Notice of Violation ("NOV"). The City has determined that Lakeside Foods violated City Code and the Permit by discharging untreated industrial wastewater to the City's treatment system via an unknown and unauthorized connection during August and September of 2023. The unauthorized discharge substantially exceeded the permit limits for Biochemical Oxygen Demand ("BOD") and Total Suspended Solids ("TSS") and caused the City to incur additional costs and damages to identify the cause of and treat the excessive pollutant loadings to maintain compliance with the City's National Pollutant Discharge Elimination System ("NPDES") permit.

The City intends to enforce the violations and collect user charges and additional costs in the amount of \$326,319.02 and requires Lakeside Foods to complete specified corrective actions to ensure ongoing and future compliance with the Permit and City Code. Pursuant to the City of Owatonna's Ordinance defining heavy industrial user rates, the City is applying a user charge of \$282,319.02 as a result of BOD and TSS loads Lakeside Foods discharged to the City's collection system. The City will also collect \$44,000 in additional costs to identify the source of significant loading and to carry out the process for issuing the NOV. In addition, the City intends to enforce the violations detailed in the NOV by imposing total fines/penalties in the amount of \$216,000 and requires Lakeside Foods to complete specified corrective actions to ensure ongoing and future compliance with the Permit and City Code. Upon demonstration of completion of the corrective actions included in the draft Administrative Order, the City may partially or wholly forgive \$216,000 of the fines/penalties

This resolution will provide lawful, equitable, and transparency to addressing the Lakeside Foods Permit violation. User rates are based on sophisticated cost-of-service analysis demonstrating City costs to treat pollutant loads. These rates were lawfully adopted and consistent with rate system adopted by the City in 2021. The City sent specific notice to Lakeside before adopting these rates and Lakeside has been paying applicable user rates since adoption.

Lakeside's response has been acknowledgement of sending excess waste but objects to the City's proposed actions and suggestion of potential legal action, Multiple good faith

meetings have been held, the City agreed to reduce additional costs from \$85,000 to \$44,000 but Lakeside has offered to pay the additional costs of \$85,000 but object to payment of additional user charges. Lakeside argues the City is imposing punitive surcharges which are not consistent with the city's request.

Attorney Marx recommended the city issue a formal Notice of Violation (required by law) which is included in the proposed resolution. A draft of the Administrative Order should be sent to Lakeside Foods including the standard applicable industrial user rates based on pollutant loading \$282,319.02. A letter will be sent to Lakeside and provide them with 30 days to review and meet with the City to reach a resolution. After 30 days, Council will review and issue a final Administrative Order with the proposed potential amendment. Council Member Dotson made a motion for approval; Council Member Voss seconded the motion; all members voted aye in approval.

Resolution 24-25: Appoint Fiscal Agent - Bond Trust Services Corporation

Finance Director Burns presented Resolution 24-25 to appoint Bond Trust Services Corporation as the City's Fiscal Agent. The City has contracted with Baker Tilly US, LLP for municipal bond issuance, arbitrage services, and advising for nearly 15 years; however, their longtime Director recently retired so other municipal advising options were explored. Ehlers and Associates, Inc. based in Roseville, MN, has a comparable fee schedule to Baker Tilly for services and meets the City's municipal advisor needs, specifically municipal bond issuance, arbitrage services, as well as financial management planning and advisement. By entering into the Agreement Relating to Paying Agency, Registrar, and Transfer Agency, the City authorizes Bond Trust Services Corporation (BTSC), a wholly owned subsidiary of Ehlers and Associates, Inc., the City authorizes the issuance of all current bonds and designates BTSC as the paying agent, registrar, and transfer agent for the bonds. Council Member Voss made a motion for approval, Council McCann seconded the motion, all members voted aye in approval.

Resolution 25-25: Preliminary Plat - Renneberg Hardwoods Addition

Community Development Director Klecker requested approval of Resolution 25-25 to approve the Preliminary Plat of the Renneberg Hardwoods Addition. Kevin Anderson, Vice President of Special Projects, Renneberg Hardwoods, Inc. requested vacant land at 1430 State Avenue N, 3.6+ acres, be platted as one commercial lot. The Planning Commission held a public hearing during their meeting on April 17, 2025. The proposed plan is to build a building with roughly 10,000 square feet of warehouse and 2,000 square feet of office space. This will bring a new Business to Owatonna; the Planning Commission recommends approval with these conditions:

- a) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.

c) A disconnection agreement shall be entered into prior to recording of the plat regarding the remaining water and sewer services.

d) All comments of the City Engineer's memo shall be met.

Council Member Dotson made a motion for approval as recommended by the Planning Commission. , Council Member Boeke seconded the motion, all members voted aye in approval.

University of Minnesota Local Options Sales Tax Study Agreement

Assistant City Administrator Tuma requested approval of the agreement with the University of Minnesota for a Local Options Sales Tax Study. In the spring of 2024, the City Council directed staff to explore the feasibility of a community center. Last summer, an 18-member community center task force was created and meets monthly. This winter they toured several community centers around the metro area and southern Minnesota.

The University of Minnesota, through the Extension Center for Community Vitality, provides sales tax studies. As part of this agreement, the University will conduct a Local Option Sales Tax (LOST) study for the City of Owatonna. The result will be a report that summarizes the following:

- a) An overview of the City of Owatonna economy from the available data.
- b) A trend analysis of taxable sales in the City of Owatonna from 2013 to 2022 or for the years and industry categories where data is available.
- c) Estimates of tax proceeds generated at different levels of local option sales taxation for the City of Owatonna.
- d) An estimate of what proportion of the local option sales tax proceeds may be paid by permanent, year-round residents vs visitors, travelers and seasonal residents for the City of Owatonna.
- e) Changes occurring from 2018 to 2022 and in what sectors.
- f) A hypothetical analysis of taxes generated by implementing a 0.5% local sales tax for 2022, 2023 and 2024.

The study findings will be presented in a concise report, and an Extension educator will be available to answer any questions. The cost of the study will be \$3,000. Council Member Boeke made a motion for approval, Council Member Svenby seconded the motion, and all members voted aye for approval.

Accept Proposals and Award Contract - Overlay Prep Project

Public Works Director Murphy requested the Council accept the Overlay Prep Project Proposal and award contract for the project. Quotes were received on April 28, 2025, from two (2) companies: Steve James Excavating at \$46,615.50 and SL Contracting Inc. at \$107,000.00; the Engineer's Estimate was \$98,649.90. Owatonna Public Utilities will reimburse costs associated with water improvements. Council Member McCann made a motion for approval; Council Member Voss seconded the motion; all members voted aye in approval.

Accept Proposals - Installation of Fiber Optic Cable - Central Park Bandshell

Facilities Director Louks requested approval of bids received from Cole's Electric and Phone Station to install fiber-optic cable in the Bandshell at Central Park. The security cameras at Central Park no longer work and fiber is needed for updates to incorporate them into the city's camera system. Bids were received from Cole Electric for the directional boring for \$11,200 and the Phone Station for installation of the fiber cable for \$10,250. A \$20,000 grant was received from the Owatonna Foundation for this Central Park improvement. Council Member Svenby made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Main Lift Station Improvements Study - Nero Engineering

Public Works Director Murphy requested approval of an agreement with Nero Engineering to provide professional engineering services to identify alternatives for improvements to the Main Street Lift Station and Grit Removal System. The Owatonna Wastewater Treatment Facility (WWTF) is currently going through a major project that expands the facility from 5 mgd to 9.1 mgd (AWW). The project includes improvements to various parts of the original facility, such as the primary clarifiers, aeration basins, anaerobic digesters and sludge storage. The project did not address capacity or improvements with the Main Lift Station or Grit Removal because these two processes were part of an upgrade in 2010. A Sanitary Sewer Study completed in 2023 identified the need to upsize the trunk sewer from the Wastewater Treatment Facility to McKinley Street, as it operates at or above capacity during peak events. Upsizing the trunk sewer will result in the need to upgrade the Main Lift Station.

This study will identify alternatives for improvements needed at the Main Lift Station to not only accommodate a larger sewer with higher capacity, but also the ability to screen the wastewater prior to pumping and further processing. This study will also evaluate the feasibility of grit removal improvements. The 2010 project incorporated a vortex grit removal system. Unfortunately, as the last 15 years have demonstrated, the vortex grit removal system has proven to be less effective than desired. This study will identify feasible grit removal improvements and costs for capital planning. The total cost of the study is not to exceed \$29,680 without additional authorization.

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

Tymco 600 Street Sweeper Purchase - Environmental Equipment & Services

Public Works Director Murphy requested authorization to purchase a 2025 Tymco 600 Street Sweeper from Environmental Equipment and Services, Inc in Elko MN. The existing 2020 Tymco 500X Regenerative Air Street Sweeper is scheduled on a 5-year replacement plan. By following this replacement schedule, we lower the overall cost of ownership, capitalizing on higher trade values and lower maintenance costs. The purchase price of the

Tymco 600 is \$367,615 and the existing sweeper has a trade-in value of \$150,000. The 2020 sweeper will be listed on MinnBid with a reserve resulting in a maximum purchase price of \$217,615.00. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

Appoint Municipal Advisor - Ehlers Associations, Inc.

Finance Director Burns requested an appointment of Ehlers Associates, Inc. as the city's Municipal Advisor. As the issuer of municipal securities, the City must comply with all continuing disclosure obligations outlined in the Continuing Disclosure Agreement/Certificate/Undertaking ("CDU") associated with each issuance of securities subject to Rule 15c2-12 of the Securities and Exchange Commission. Ehlers will provide services for the city to meet all CDU obligations as the Dissemination Agent. This responsibility entails conducting research, preparing, and filing disclosure reports within specified timeframes.

The Letter of Engagement outlines and clarifies the terms of the City's engagement with Ehlers as the Issuer's Dissemination Agent. Charges incurred by Ehlers are primarily connected to the City's debt issues and are paid as part of the debt service obligations. Any cost increases would impact future debt service obligations. Council Member McCann made a motion for approval, Council Member Boeke seconded the motion, and all members voted aye in approval.

Personnel Policy Revision - Health Insurance Benefit Effective Date

Human Resources Director Thamert requested approval of a proposed revision to Section 7.1, Health Insurance of the Personnel Handbook. This change will eliminate the thirty-day waiting period following the first workday of new employees for the health insurance benefit to be effective on the first of the month following the first workday for eligible employees effective July 1, 2025. This change is in alignment with best practice and is expected to alleviate the risk of any gap in coverage for new employees. The Employee Health Insurance Advisory Committee discussed this proposed change at their March 24, 2025, meeting and supports this proposed change. This change requires an additional month of employer premium contributions for new employees. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, and all members voted aye in approval.

STAFF COMMENTS

Finance Director Burns commented that she is looking forward to working with Ehlers, they will meet in a few weeks to review the city's bond rating and organized debt processes. Finance Staff are assisting with the onboarding process for seasonal and temporary employees. Currently we are short of one person to process payroll. Preparing to debrief Department Directors in preparation of the 2026 Budget process, multi-year labor contracts approved last year so wages and benefit expense are known. This week, auditors are on-sight for the city and HRA audits.

PUBLIC COMMENTS

Mark Enter, Operations Manager at Lakeside Foods commented there was a twist during tonight's meeting; he did not expect approval of a resolution levying a Notice of Violation against his company. It is hurtful to be issued a Notice of Violation; they try to be good players in the community & industry. His company is concerned about their employees and contracted grow farmers and strive to be a good partner within the community. Tonight's action approves a violation which says we did something wrong. The City Attorney has said it was not failure of the city's infrastructure, but it was, this happened 75 years ago in a manhole. Hope you will work with us as we come to an agreement on what the fines will be.

MAYOR AND COUNCIL COMMENTS:

Council Member McCann commented he has attended many of the city's various board/commission meetings. He has observed a lot of volunteer work being done and thanked the board and commission members for their service to the community and to the council.

Council Member Voss commented that last Thursday he, Mayor Jessop, Council Members Boeke and Raney, Brad Meier, CEO of the Owatonna Chamber and Jeff Elstad, ISD 761 Superintendent attended the Minnesota Journal Real Estate Awards Ceremony. The City of Owatonna was named one of three finalists as the City/County of the Year; the City of Rosemount won this award. The Owatonna High School received the Government/Community Facility-Greater Minnesota Project Award and Climate by Design International received the Industrial – Greater Minnesota Project Award.

Mayor Jessop commented he would echo Council Member McCann's comment regarding the city's board/commission members. They are volunteers whose love for the community is shown in their willingness to serve. He thanked those who agreed to be reappointed to serve an additional term and new memberships.

Council President Raney thanked everyone for attending tonight's meeting. He joked it was especially nice to see former Council President Schultz at the meeting who will see him efficiently adjourn the meeting. At 7:53 p.m., Council Member Boeke made a motion to adjourn, Council Member Voss seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board - Commission Minutes

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on FEBRUARY 24, 2025

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:00 pm in the Crandall Small Conference Room by Chairperson Olivo.

Members present were Nathan Dotson, Julie Fiske, Vicki Olivo, and Lindsay Schultz. Members absent: John Hole. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour, and Senior Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Fiske and seconded by Schultz to approve the minutes of the January 27, 2025, HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. The last building for Westlake Meadows is planning to open on May 1. People are moving into the Ascend apartments right now. That was 1/3 leased when it opened up and is going well. The Aire Apartments will probably be starting in a couple of months. The City is working with United Way on the Partridge Avenue lots. That would be a 2026 project. He said he is talking with a developer on a single-family development, which would also likely be 2026.

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 January totaled 112. Total year-to-date assistance and administration costs were \$92,174.35 and revenues were \$86,206.25. The Housing Choice Voucher Program fund balance at January month-end is \$6,575.10. The HRA Revenues year to date total is \$24,844.00 and the expenses total \$46,850.86. The HRA General Fund balance is \$44,800.00.

Housing Manager Madkour said they're holding steady with numbers. He just ran Housing Assistance Payments for March 1. Four or five have lost jobs and are over the \$900 mark. We lost a few on Bridges—a couple chose not to be on the program. The same seven who are searching cannot find anything. He is working to get ready for the audit, the second week of March. He has been in some contact with the new Finance Director Emily Burns.

The other good news is that the Part Time position has been posted. There are a couple of weeks before it closes. There are 8 people who have applied. The goal is to have someone hired by April 21. It will be 20 to 28 hours a week.

He said that the next Landlord Summit will be May 23 from 11am to 1pm.

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

Other / New Business: NA

Adjournment: There being no further business, a motion to adjourn was made by Fiske and seconded by Schultz. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:34 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Managers

Owatonna Human Rights Commission Minutes – April 8, 2025

The Owatonna Human Rights Commission (OHRC) met on Tuesday, April 8, 2025, in the Meeting Room of the Charles S. Crandall Center. Chairman Gunderson called the meeting to order at 5:32 p.m. Commissioner Hansen took a roll call, present were Commission Members Jessica Bjore, Jim Gunderson, Jennifer Hansen, Sherry Hill and Edgar Esquivel, City Administrator Busse and Administrative Coordinator Clawson. Commissioner Members Mustafe Ismael and Julia Seykora were unable to attend.

Following the Pledge of Allegiance, Chairman Gunderson welcomed everyone to the meeting. Commissioner Hansen made a motion to approve the agenda, Commissioner Bjore seconded the motion, and all members present voted aye in approval. After review of the March OHRC, Commissioner Hansen made a motion for approval as presented, Commissioner Bjore seconded the motion, and all members present voted aye in approval.

ITEM OF DISCUSSION – 2025 OHRC Activities

- 1) Downtown Thursday Event (DTE) – Commissioner Hansen commented she spoke with Main Street Director Cochran regarding OHRC request for space in the 100 block of N Cedar for the September DTE on September 4th. Advised to apply for additional event dates if OHRC plans to participate at the June, July or August DTEs.
Commissioner Bjore commented she has received the OHRC tent with plans to bring to the May OHRC Meeting.
- 2) Commissioner Hansen presented the check received from Hometown Credit Union (HTCU). This \$500 donation will be used towards cost of the Human Library by the OHRC> Commissioner Gunderson, Hansen and Bjore attended HTCU Annual Meeting on March 18th to receive the check. HTCU Board Director, Ethan Cords requested the OHRC receive these funds, and a group picture was taken to promote this.
- 3) Community Connect, April 30th at the Four Seasons Centre from noon to 4:00 pm. Commissioner Gunderson plans to be there for the full event, Commission Members Hansen, Seykora, Bjore, and Ismael also plan to attend and assist in hour increments.
- 4) Commissioner Hill shared draft prepared as a Guest/Opinion Column in the local paper, the Owatonna People's Press. Suggestion to prepare an article to introduce new OHRC members or new officers after the Election of Officers during the May OHRC Meeting.
- 5) Commissioner Bjore showed samples of the proposed OHRC banner. After discussion it was decided to order banner 8' by 30" with use of an upper/lower case format.

She commented Cory at Legacy Signs recommended securing the tent with weights and the banner with bungee cords when using at events. Commissioner Hansen commented Rainbowatonna purchased water weights for their tent and will share a link for use to purchase.

- 6) 2026 MLK Jr. Day Event – Commissioner Hansen commented she recently attended the Twin City Pride event and has pursuing potential speakers. She has sent messages to several speakers asking about their availability for MLK Jr Day in January and what their speaker fee would be.
- 7) Commissioners Esquivel and Ismael will organize the soccer game for the Welcome Week in September. Planning for Saturday, September 6 with event similar to last year at Daiken Soccer Fields. Will plan to use two fields, will need to contact the Soccer Association to confirm the availability of Daiken Fields and file an Event Permit. Participant T-shirts and additional plans will be discussed at future OHRC Meetings.

Commissioner's Comments:

Commissioner Gunderson commented that AGE will host a Sneaker Dance on May 31st at Torry's. This is a fundraiser event for AGE and hoping OHRC commissioners plan to attend. He then thanked everyone for their participation the OHRC; he is confident he is leaving OHRC in good hands as he has been greatly impressed with the work done by all commission members over the last year. He has enjoyed working with everyone and is pleased to see ideas suggested by prior OHRC members were developed for current activities. Will be attending OHRC events, not planning to become plain old Jim on the street.

City Administrator Busse thanked Commissioner Gunderson for his years of service and leadership during the last seven plus years, first appointed to OHRC in November 2017. He has been willing to stand up to see that things get done and represent many within the community.

ADJOURNMENT

At 6:05 p.m., Commissioner Hansen made a motion to adjourn, Commissioner Bjore seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, May 13th at 5:30 pm.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator

EDA
Minutes
April 16, 2025

The Owatonna Economic Development Authority met in regular session at 4:00 pm at the Degner Regional Airport with President Voss presiding. Commissioners present: Dan Boeke (4:01 pm), Dave Burbank, Andrew Cowell, Patrick McDermott, Brian Savage, and Doug Voss. Commissioners absent: Andrew Cowell. Also present were Troy Klecker, Sean Williams, Lisa Cochran, Glenda Smith, Dave Beaver, Mayor Matt Jessop, Council Member Don McCann, and Kristen Kopp.

Approval of Minutes. Commissioner Mensink moved approval of the minutes of the January 15, 2025 meeting with second by Commissioner Savage. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for March. It is still early in the year. We just paid out the OPED \$12,000. There will be TIF consulting for Sputtering Components coming. Mensink asked if there could be a year to date. Klecker said they can see if the software is able to do that.

Loan Report. OABDC Director Sean Williams presented the Loan Report for March. He said that all the loans are current. He said that the Low-Doc loan for Selective Looks was being paid on the wrong cadence, but they are not behind. Instead of monthly, they were every other month. We're getting them on a monthly cadence. Boeke asked about Bubba's. Klecker said it is not a loan, but a repayment agreement, but Oscar is making payments.

OACCT Report. OACCT President Brad Meier presented the report. He said that the Manufacturing, Engineering, and Construction Made in Owatonna Day will be held on April 23. Signing Day is planned for May 28 at Torey's Upstairs Conference space. He said that they nominated several projects and individuals for awards for the MN Real Estate Journal. OPED is working on a Micropolitan Summit for September 24. This event was where Mac Hamilton was introduced to the community. It provides credit to developers and realtors. It will be focused on Owatonna with a happy hour afterwards at MSB. The Growth Breakfast is tomorrow morning with the quarterly SteeleCo Works afterward.

MainStreet Report. MainStreet Director Lisa Cochran presented the quarterly MainStreet Report. She reported on the businesses that have opened: The Train Station Bar & Grill, West Bank, and the Mexican Bakery. Matt and Wade Jessop took over Owatonna Shoe. She highlighted a recap of last year's numbers. There were 17 new business that opened and a loss of 7 in the MainStreet District, so a net of 10. She handed out a new flyer that she is using to promote MainStreet. Burbank asked about the limestone downtown. Klecker said that they had to do some borings to see if it was the product that was the issue. Mensink asked about ASCEND. Cochran said that it is about half filled right now.

OABDC Report. OABDC Director Sean Williams presented the OABDC Report for March. He said they just wrapped up the second cohort of software studio. They are working with developers now. They are looking to build out an online version that can live in perpetuity. There is a cohort at the high school and a bootcamp in May and a Spanish Language Workshop over the summer. There is an online only food and ag cohort across District 1 that they are partnering with MSU on. The year started slow with consulting hours but is progressing. There are two new tenants moving into the Center. The Center is pretty full right now. The conference room and drop-in office are available to book online.

Airport Report. Airport Manager Dave Beaver presented the quarterly Airport Report. He welcomed everyone to the airport. He said that this asset is an economic development tool and is part of the effort to bring businesses to town. Last night the Strategic Plan for 2025-2027 was approved, and that including the goal of Leveraging the Owatonna Degner Regional Airport to boost economic development. He highlighted initial strategies and concepts. He said he's working with Glenda on a mural to help orient pilots who come in from all over the country. We have the 17th largest runway in the state at 5,500 feet. They would like to go to 7,000 feet. He said he would like to see some non-aeronautical uses here, too. They have leveraged a lot of Federal and State dollars. Boeke asked about the mechanics. Dave said they will lease half of the Main Hangar to do that. That will be a very good complimentary business—Fountain Aviation. The parking lot project is out for bid along with part of the taxi lane. It will be an 18-day project which will require a lot of coordination. Meier asked about a timeline for the painting of the T-38s. Beaver said that Kevin Oyloe with Apex started it last fall. They ended up doing some test spots over the winter. Kevin's plan is to be back in town and start on that again in May.

Tourism Report. Tourism Director Glenda Smith presented the quarterly Tourism Report. She highlighted Quarter 1 activity. They did the Chicago Travel Show in January and were present in Cedar Falls. The Visitor Guide was completed in March. United States Bowling Congress will be here through the first weekend in May. They are working with the Model T group who will be here for a full week in July. They are at 30% occupancy but she still isn't able to add Home2 Suites because she has to add two at a time. She did get February Lodging Tax after sending in the report.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for March. Cemstone is finishing their building and will be out of their existing site in May. The City owns a very irregular shaped parcel. They are still working with a letter of intent on 117 Bridge Street West and hopefully that will formulate into a project. 202 Bridge Street W is finishing some things on the second floor and Olmsted Medical is planning to open in June. There are still lots on Fremont and Pearl. The State Avenue lots sold to Renneberg Hardwoods and there is a plat coming to Planning Commission next week. Foremost was a TIF project and they are actively looking for someone to move in. Once they do, they will have to modify the TIF.

New Business.

Forgivable Loan: 301 & 303 Cedar Avenue North – Prohaski -- \$10,000 Interior (Sprinklers). This would be a \$40,000 project. Klecker said they want to make it into an event space and need sprinklers for that. A motion was made by Burbank and seconded by Boeke to approve the Forgivable Loan for Prohaski at 301 & 303 Cedar Avenue North for interior improvements for sprinklers totaling \$10,000. All Commissioners voting Aye, the motion passed.

Schedule Next Meeting. The next EDA meeting is scheduled for **May 21, 2025** at 4:00 pm in Charles S. Crandall Center – Chambers at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner Boeke and seconded by Savage adjourn the meeting at 4:59 pm. All Commissioners voting Aye, the motion passed.

Airport Commission Meeting Minutes
April 17, 2025 – Degner Regional Airport
“DRAFT”

1. Call to Order

Chair Thurnau called the meeting of the Airport Commission to order at 8:06 am.

2. Roll Call

Commissioners Attending

Anthony Louris	Vice Chair
Dave Purscell	Commissioner
Matt Thurnau	Chair
Tim McManimon	Commissioner
Madeleine Haberman	Commissioner
Greg Krueger	Commissioner
Daren Tarpenning	Commissioner

Staff Attending

Dave Beaver	Airport Manager
Kristen Kopp	Sr. Administrative Technician

Visitors Attendings

Melissa Underwood	SEH, Inc.
Don McCann	City Council

3. Approval of Agenda

Commissioner Haberman made a motion to approve the agenda and Commissioner Louris seconded the motion. All Commissioners voting Aye, the motion carried.

4. Minutes

Commissioner Krueger made a motion to approve the minutes from the March 20, 2025, Airport Commission meeting and Commissioner Purscell seconded the motion. All Commissioners voting Aye, the motion carried.

5. Action Items

Chair Reports

None.

Staff Reports

Airport Manager Dave Beaver welcomed the Commissioners back to the Airport. March and the beginning of April have been busy with flight school activity and transient activities. He highlighted the fuel numbers. He gave an update on the renovations and said that they will be looking at the furnishings. They are working on staff training for new point-of-sale

equipment. Staff is working on landscaping right now and getting the equipment ready for mowing. There is a hay ground bid out right now. They will be including the hay ground in the farmland bid every two years from now on. He gave an update on the T-38s. He said Kevin with Apex Painting should be able to make the next meeting and should be working on the aircraft by then. Apex has reported that the sample paint applied last fall held up over the winter and looks good. Accelerated Aviation has been busy with flight training. They are nearing completion of a one-year lease agreement for aircraft maintenance. Regarding the dome hangar roof project—they are doing the metal trim work of the upper edge where the membrane attaches to the building. Purscell said that it is looking very nice. There is an open house on May 8 for City Staff as part of the worksite visit program. He said that the Lease Policy Committee met and that the goal is to have a new lease policy, which also needs to be reviewed by the City Attorney Mark Walbran. City Council approved the Strategic Plan and the Airport was highlighted with the goal to leverage the facility to boost economic development.

Owatonna Squadron Civil Air Patrol (CAP) Update

Airport Manager Dave Beaver presented a letter from Corey Madrid of the Owatonna squadron CAP. They have changed their location for the proposed hangar development to be more in line with the Airport Commission's suggestion. Purscell said with the change in location, it works very nicely. Krueger said there is a potential for more hangars along that row and wondered if it would be better if their hangar was toward the end of the row. The CAP is seeking a resolution in support of the project. After discussion, McManimon suggested a letter be drafted that would indicate general support for the project. He wondered if someone could draft a letter that could be circulated to legal, City Council, so that we're all comfortable as details are worked out but still show general support moving forward. Tarpenning clarified that at this point there would be no reserved hangar lot for the CAP and that the lots would still be open for other interested parties.

Dome Hangar #10 Roof Replacement Project Update

Melissa Underwood gave an update on the Dome Hangar Roof Replacement. She said that the contractor will be back to do the metal flashing and gutters and come back a second time to do the drain spouts. It's getting close. Beaver said that Jake and Melissa have done a good job of putting the grant amendment documentation together that was needed to help offset most if not all of the approved change order costs for additional removals.

Taxilane and Parking Lot Reconstruction Project Update – SEH, Inc.

Melissa Underwood said they will open bids next Friday and will come to the Airport Commission at the May meeting. They anticipate the work happening late summer.

State Fiscal Year 2026 Airport Project Grant Requests

Beaver said they will be submitting a State grant request for funding assistance for the batwing flex mower. The vehicle replacement fund has adequate local funding for this piece of equipment. Melissa said that there are a number of other State grants anticipated for 2026 for work including the fuel system card reader upgrade. Other requests include an update to the Airport Zoning, the dome hangar bi-fold door, and main hangar roof work.

6. Adjournment

The Airport Commission meeting was adjourned at 8:36 am.

OWATONNA PLANNING COMMISSION MINUTES FOR APRIL 22, 2025

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

A motion was made by Effertz and seconded by Springer-Gasner to approve the minutes of the regular meeting of April 8, 2025. All Commissioners voting Aye, the motion carried.

Preliminary Plat of Renneberg Hardwoods Addition, which is a 3.6± acre tract of land zoned B-2, Community Business District, by Kevin Anderson on behalf of Renneberg Companies and located at 1430 State Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:33 p.m. No comments were made regarding this request. Public hearing closed at 5:34 p.m. Effertz asked what type of building would be on the lot. Kruschke said office and warehouse. There will be roughly 10,000 square feet of warehouse and 2,000 square feet of office. It will be a new business locating in the city. A motion was made by Springer-Gasner and seconded by Peake to recommend City Council approval of this preliminary plat of Renneberg Hardwoods Addition with the following conditions:

- 1) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) A disconnection agreement shall be entered into prior to recording of the plat regarding the remaining water and sewer services.
- 4) All comments of the City Engineer's memo shall be met.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on previous items. The Council approved the rezoning, the Downtown Parking request, and the TIF.

A motion was made by Meier and seconded by Springer-Gasner to adjourn the meeting at 5:36 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 APRIL 28, 2025

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:02 pm in the Crandall Small Conference Room by Chairperson Olivo.

Members present were Nathan Dotson, John Hole, Vicki Olivo, and Lindsay Schultz (4:04 pm). Members absent: Julie Fiske. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour, Council Member Boeke and Senior Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Dotson and seconded by Hole to approve the minutes of the February 24, 2025, HRA Board meeting with corrections to the Other Business. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. He said that Westlake Meadows are nearing completion and pre-leasing the last building, which is 60 units. The Ascend Apartments are 69 units and are about half full. The Aire Apartments will probably be starting demolition in June and open up in spring 2026. He said that Eastgate Phase 2 may be shifting from senior housing to workforce housing. There were no tax credits awarded to senior housing last year. We haven't been awarded a project in five years, so we will get points for that. The analysis is that bigger projects were not getting awarded, so going from 60 units to 36 or 40 units should help. July is the deadline to submit the application. They are working on the beginning of putting together the Ascend 2 project, which will probably be 40 to 42 units. He said there will be a replat of property on the north side of town to allow for more residential lots than originally planned. That development could open up some lots for different builders to build on. He gave an update on the Partridge Avenue property. He said that once they know what will be involved from an engineering and stormwater, he will bring it back to the board. He said that he will be attending a town hall meeting on May 8 for affordable housing.

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 March totaled 104. Total year-to-date assistance and administration costs were \$270,825.25 and revenues were \$266,307.75. The HRA Revenues year to date total is \$139,464.00 and the expenses total \$140,877.10.

Three people will be coming off the program the end of April. We were close to being in shortfall, but seven port-outs were absorbed and that freed up our funds by just over \$7,000.00 per month, so we are not in shortfall. That is why there is nobody shopping and as of right now and he cannot issue any new vouchers. As of this morning, there will be two more coming off the program the end of May. There are 33 on Mainstream. There is one person searching. That funding is nowhere near shortfall. They are 34 on Bridges regular with six clients searching. Bridges Like is at seven with two searching.

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

Other / New Business: Madkour went over four changes coming to HUD: (list them here) He wants to add these to the Administration and bring it to the June meeting. Olivo asked if it would be possible to send out a short fact sheet on each of the programs.

Next Meeting: The May meeting falls on Memorial Day, so the next meeting will be Monday, June 23, 2025.

He said he put in an application for a new program called Bring It Home. It's for people at (?) the median income and they have to have children under 18. He applied for 36 vouchers. The admin fees they pay for vouchers is triple what Bridges gives.

The new person will be starting on Monday, May 5—Kimberly Stewart. She is a part-time Housing Specialist. He is very excited about it. She will work between 20 and 28 hours a week.

Adjournment: There being no further business, a motion to adjourn was made by Dotson and seconded by Schultz. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:48 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Managers



Fire Department Civil Service Commission Meeting Minutes – Draft Copy

Date: April 29, 2025

Time: 4 PM

Location: Owatonna City Hall, 540 West Hills Circle, Crandall Conference Room

Participants: Paul Smith, Gordon Hendricksen, Dallas Ketchum, Ed Hoffman, Emily Thamert, Bonnie Hermel

Absent: None

Opening Business

- Call to order at 4:02 PM

Fire Equipment Operator Hiring Process

- Same process as in 2022
- Review draft timeline
 - Discussed shortening the application period and moving the testing date
 - Ed will revise and email out for review
- Anticipate numerous internal candidates
- Same physical test used for paid-on-call hiring
 - Full-time staff will do the testing
- Interview panel will include Human Resources, Civil Service, Fire Chief, and Commander

Miscellaneous Business

- Paid-on-Call Hiring
 - Have hiring eligibility list from previous hiring
 - In May/early June will need two more names from the list to have them start in August
- Civil Service Rules
 - Ed and Emily reviewed, is ready for legal review, will then have civil service commission review it
- High School Program
 - Will not be offered for the upcoming school year – not enough students registered for it
- Explorers Program
 - Full-time staff interested in starting the program again

- Will allow paid-on-call to be involved more than the high school program allowed

Action items

- Ed - revise timeline and send out for review

Adjourn at 4:29 PM

**MINUTES - UNAPPROVED
OWATONNA PARKS AND RECREATION
REGULAR PARK BOARD MEETING
May 5, 2025, at 4:30 P.M.**

LOCATION: 540 West Hills Circle, Conference Room 120

OPENING BUSINESS

Call to Order at 4:30 p.m. by Jon Thiel

Roll Call:

Executive Members Present: Chair: Jon Thiel, Secretary: Sara Baird

Board Members Present: Tyler Cochran, Nancy Ness, Eileen Wohlenhaus

Members Absent: Vice Chair: Gina McGuire, Nan Silkunas

Staff Present: TW Dieckmann: Director of Parks & Recreation, Eric Anderson: Recreation Manager, Greg Kruschke: Community Development Manager, MJ Knudson: Administrative Coordinator, Maureen Lyons: Administrative Coordinator, Carter Duerkop: Recreation Supervisor – Senior/Outdoor/Adapted Programs, Drake Simonson: Recreation Supervisor – Athletics/TPC, Marshall Webber: RFA

City Council Member: Don McCann

Guests Present: Gary Jones, Owatonna Trails Association representatives (3) Jessica Riskedahl, Tom Raetz, and Steve Deetz

APPROVAL OF THE AGENDA

Motion by Nancy Ness to approve May 5, 2025, Park Board Meeting Agenda and second by Tyler Cochran. All members voted aye.

APPROVAL OF THE MARCH 3, 2025, MINUTES

Motion by Tyler Cochran to approve March 3, 2025, Park Board Meeting Minutes and bring before the Council second by Nancy Ness. All members voted aye.

PERSONS WISHING TO APPEAR

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

The above paragraph will be added to future agendas

- A. Gary Jones shared opinions regarding the City's Deer Culling Program.

OLD BUSINESS

City of Owatonna's Comprehensive Plan and Parkland Dedication Ordinance Update

Greg Kruschke summarized the City's "2050 Imagine Owatonna Comprehensive Plan", including state legislative proposals regarding potential municipal parkland dedication restrictions. The document is available online for reference.

Community Center Task Force update

Tyler Cochran updated that facility tours had occurred. ICS is the consultant for the project. Opportunity for community engagement may occur later this year.

Regional Park Status Update

MJ Knudson updated that regional park status may allow the use of Legacy Funds, which are currently not accessible.

Agreement with Owatonna Trails Association (OTA)

TW Dieckmann presented a service agreement with OTA to continue to maintain and build mountain bike trails for public use in Kaplan's Woods with automatic annual renewals.

Motion by Tyler Cochran to approve the agreement and bring the matter before the Council, second by Nancy Ness. All members voted aye.

NEW BUSINESS

Owatonna Trails Association (OTA) representative Tom Raetz summarized proposed expansion of Kaplan's Woods Mountain Bike Trails part A and part B for 2025.

Motion by Nancy Ness to approve the proposal and bring the matter before the Council, second by Eileen Wohlenhaus. All members voted aye.

Parks and Recreation Fee Manual Update TW Dieckmann shared proposed changes as listed in agenda packet. Fees are reviewed and updated biannually or as needed. Clarification was requested regarding "Rec on the Go" rentals.

Motion by Tyler Cochran to approve the updates and bring the matter before the Council, second by Sara Baird. All members voted aye.

Warsinski Chalet Independent Contractor Agreement TW Dieckmann presented details of an independent contractor agreement with Martin Equipment for a term of 3 years and the option for two annual renewals thereafter.

Motion by Nancy Ness to approve the agreement and bring the matter before the Council, second by Tyler Cochran. All members voted aye.

COMMUNICATIONS

The monthly Recreation Division and Parks Division reports were included in the agenda packet.

Motion by Tyler Cochran to approve reports and all park permits required and bring the matter before the Council, second by Eileen Wohlenhaus. All members voted aye.

Deer Culling Management Plan 2025 updates were included in the agenda packet and discussed.

Communications from Park Board members:

Tyler Cochran: Noticed that “Park Finder” shows only 2 public pickleball courts in Owatonna. Manthey Park could be added to that list. Also, picnic tables were scarce at the Cinco de Mayo celebration in Central Park this past weekend.

Jon Thiel: questioned if Park Board positions should be revisited for expiring terms or review of roles as usually occurs in April.

Eileen Wohlenhaus: noted that her position may be expiring this year.

TW Dieckmann: Will review the terms and details of board positions.

ADJOURNMENT:

Motion by Sara Baird, and second by Tyler Cochran to adjourn the Park Board Meeting at 6:40 p.m. All members present voted aye. The next board meeting is scheduled for June 2, 2025, at 4:30 p.m. Conference Room 120.

Owatonna Human Rights Commission
Minutes – May 13, 2025

The Owatonna Human Rights Commission (OHRC) met on Tuesday, May 8, 2025, in the Meeting Room of the Charles S. Crandall Center. Vice Chairman Bjore called the meeting to order at 5:30 p.m. Commissioner Hansen took a roll call, present were Commission Members Bjore, Esquivel, Hansen, Hult, Ismael and Seykora; Assistant City Administrator Tuma, City Council Member McCann; City Administrator Busse and Administrative Coordinator Clawson. Commissioner Bjore commented that Commissioner Hill is excused from tonight's meeting.

Following the Pledge of Allegiance, Vice-Chairman Bjore welcomed new member Josiah Hult to the meeting. Council Members approved Hult's appointment to the OHRC during their May 6, 2025 Meeting and Mayor Jessop also administered his Oath of Office. After review and a few minor changes, Commissioner Hansen made a motion to approve the Minutes of the April OHRC Minutes, Commissioner Ismael seconded the motion, and all members present voted aye in approval.

ITEM OF DISCUSSION – 2025 OHRC Activities

- 1) Community Connect – April 30th - Commissioner Hansen commented Deb Lacroix, Adult Health Nurse Practitioner in Minneapolis left her business card and asked if OHRC members needed training for crisis management. During their conversation, she suggested she should contact the LEC or Steele County Sheriff's Offices. Commissioner Ismael commented that Ms. Lacroix asked him if Owatonna offered an 811 Mental Health Crisis Line. City Administrator Busse commented she would review information with Chief Mundale.

Commissioner Bjore commented requests received for Spanish and Somali versions of the OHRC Brochure. Commissioner Ismael commented he is a certified Somali Translator and could assist. Assistant City Administrator Tuma offered to review translation options for the brochure. Bjore requested brochure stands be purchased to better display the brochure when attending an event and requested white duct tape to secure the OHRC banner and a tablecloth. Busse commented that the city purchased a tablecloth last year with the city's new brand, will review availability of this tablecloth and purchase price to discuss at the June OHRC Meeting.

Commissioner Ismael commented he heard several attending the event unaware of the OHRC activities and requested an OHRC Facebook account. Commissioners Seykora and Bjore requested OHRC information post each week. City Administrator Busse commented the city is hesitant to establish individual Facebook accounts for commission use and encouraged the commissioners to prepare posts to share with staff to post. Commissioner Seykora asked if information was posted regarding the \$500 donation the OHRC recently received from the Hometown Credit Union. Assistant City Administrator Tuma commented she will meet with city's Communication Manager, Deanna Sheely about these requests.

Commissioner Mustafe commented he could direct requests from OHRC members to staff to post.

- 2) Annual Election of Officers – Commissioner Hansen nominated Commissioner Bjore for position of OHRC Chairman, Commissioner Seykora seconded the motion and Commissioner Bjore accepted the nomination. With no additional nominations heard, a vote was called for and all members present voted aye with approval.

Commissioner Hansen nominated Commissioner Seykora for position of OHRC Vice-Chairman, Commissioner Bjore seconded the motion and Commissioner Seykora accepted the nomination. With no additional nominations heard, a vote was called for and all members present voted aye with approval.

Commissioner Hansen nominated Commissioner Ismael to serve as the OHRC Secretary, Commissioner Bjore seconded the motion and Commissioner Ismael accepted the nomination. With no additional nominations heard, a vote was called for and all members present voted aye with approval.

Commissioner Hansen

- 3) 2025 Welcome Week – September 2025

Commissioner Hansen commented she has registered the OHRC to participate in the September Downtown Thursday on September 4, 2025. She requested space in the 100 block of N Cedar Avenue.

Meeting on the Field – Soccer Game on Saturday, September 6th at 6:30 p.m. Commissioner Seykora commented family participation should be encouraged. Commissioner Hult suggested setting out kids games and Council Member McCann suggested requesting the city's Rec on the Go Trailer. Commissioner Hansen commented that she will contact the Owatonna Soccer Association and submit a City Event Permit for use of the Daiken Soccer Fields and the city's Rec on the Go Trailer. Commissioner Seykora commented that snacks and water went over well during the game last year and suggested additional snacks be offered and not contract a food vendor, only a few ordered meals at last year's game. Commissioner Seykora will get snacks and Commissioner Bjore offered to get water and order t-shirts, red and blue teams with white lettering, when participant's shirt sizes are known.

City Council Member McCann suggested offering a movie after the soccer game to increase family participation. Commissioner Bjore suggested another day should be considered for a movie, the evening will be packed with the soccer game. City Administrator Busse will review movie rental options and fees with Park & Rec staff.

- 4) Downtown Thursday Event (DTE) – Commissioner Hansen commented she registered the OHRC for the September 4th Downtown Thursday event. She shared listing of potential books for the Human Library and asked commissioners to review and suggest additional books. She anticipates filming participated in July and create individual posters. Clawson commented she will review process of use of QR codes on the posters with city staff. Commissioner Seykora asked Commissioner Hansen if she needed assistance with this project, Commissioner Hansen stated she would welcome help with filming the book presentations and commissioners agreed to assist with preparation of this project.

Commissioner's Comments:

Commissioner Seykora requested additional OHRC business cards, Clawson will follow-up on business cards for all OHRC members and OHRC name badges will be ordered for Commissioners Mustafe, Ismael and Hult. Seykora presented invoice for treats offered during Community Connect, \$34.23. Commissioner Hansen made a motion to reimburse Commissioner Seykora for this expense, Commissioner Ismael seconded the motion, all members present voted aye in approval.

Chairman Bjore thanked everyone for attending and new member Hult for joining the OHRC. City Administrator Busse took pictures of the new officers to share with communications staff

ADJOURNMENT

At 6:37 p.m., Commissioner Seykora made a motion to adjourn, Commissioner Esquivel seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, June 10th at 5:30 pm.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Department Reports

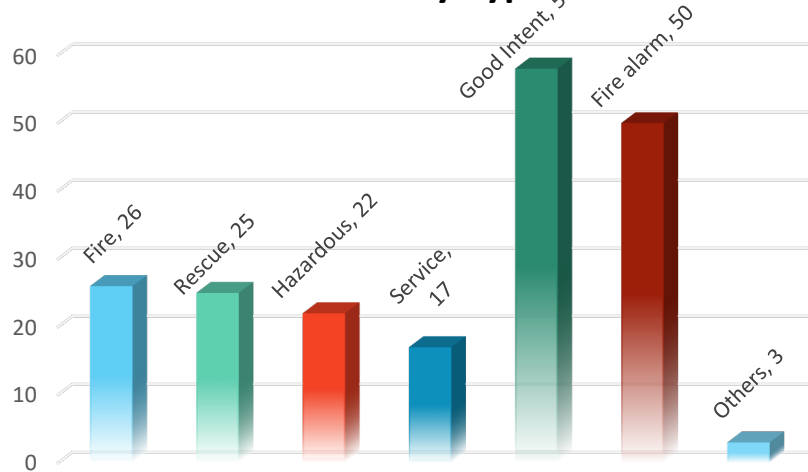
2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151	349	270									984	2953
Fire alarm inspections	4	1	1	4									10	13
Sprinkler system inspections	7	3	1	4									15	66
Nuisance inspections	2	4	4	9									19	266
Weed inspections	0	0	0	0									0	742
Sprinkler system permits issued	3	2	3	2									10	26
Fire alarm system permits issued	1	1	0	3									5	21
Hood/Suppression system permits issued	1	1	0	0									2	2
Plan reviews	10	6	7	10									33	98
Code reviews	3	4	4	3									14	34
# Knox boxes checked	0	1	0	0									1	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0	0	20									20	460
# people given extinguisher demos	0	0	0	0									0	207
# people at truck visits	0	0	0	0									0	1840
# people fire safety information	30	0	50	0									80	1289
# people juvenile firesetters	0	0	0	0									0	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents														
City incidents	51	34	39	39									163	521
Rural incidents	4	7	10	14									35	70
Mutual aid given	2	0	0	1									3	3
Monthly Totals	57	41	49	54									201	594
Type of Incidents														
Fire	10	6	5	5									26	48
Rescue calls	5	5	9	6									25	117
Hazardous conditions	4	9	6	3									22	77
Service calls	4	4	7	2									17	38
Good intent calls	16	7	15	20									58	131
Fire alarms	17	10	7	16									50	179
Others	1	0	0	2									3	4
Monthly Totals	57	41	49	54									201	594
Total training hours	320.34	372.66	411.83	330.18									1435	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0	0	0									0	3
# lost work hours	0	0	0	0									0	0
# fire extinguishers serviced	70	0	19	57									146	240
TOTAL HOURS														
Full-time shift hours worked	1528.00	1344.00	1797.75	1561.00									6230.75	20009.00
Full-time overtime hours worked	244.50	163.08	52.02	173.54									633.14	1636.58
Paid-on-Call hours worked	388.25	389.75	447.00	408.50									1633.50	4671.00
Monthly Hours Worked Total	2160.75	1896.83	2296.77	2143.04									8497.39	26316.58

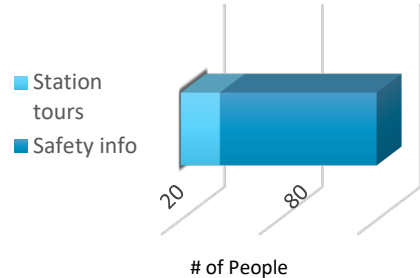
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

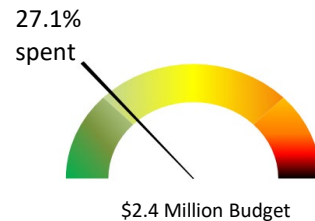
Incidents by Type



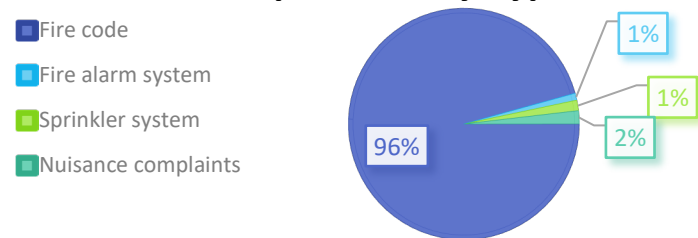
Public Education



Expenditures

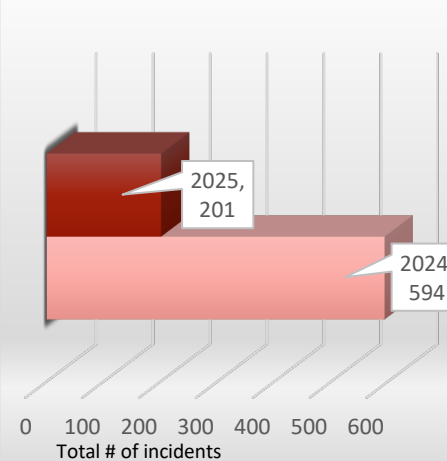


Inspections by Type

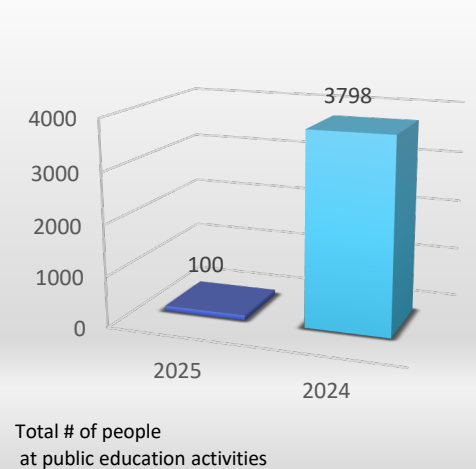


2025 VS 2024 STATISTICS

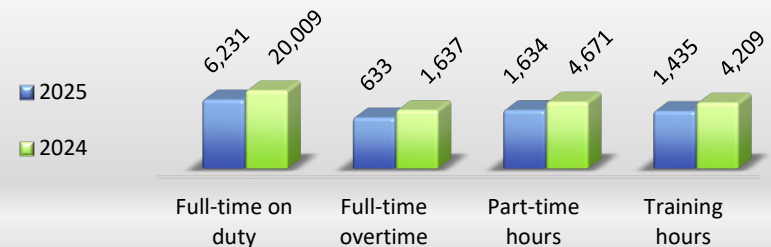
Incidents



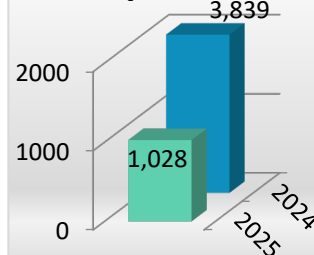
Public Education



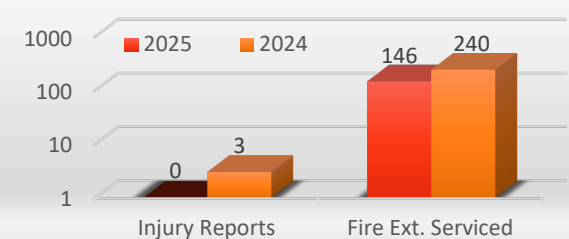
Staff Hours



Inspections



Safety Services





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: Owatonna Fire Relief Association

Previous Gambling Permit Number: X-74005

Minnesota Tax ID Number, if any: 41-6032886

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

Mailing Address: 107 W. Main St

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

Name of Chief Executive Officer (CEO): Justin Brown

CEO Daytime Phone: 507-475-1787 CEO Email: justin.brown@owatonna.gov

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

Email permit to (if other than the CEO): leila.kath@owatonna.gov

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): Owatonna Country Club

Physical Address (do not use P.O. box): 1991 Lemond Rd.

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 6/20/2025

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel: 

Title: Admin Director Date: 5/8/25

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

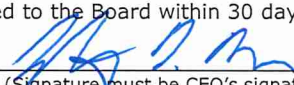
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 2-19-2025
 (Signature must be CEO's signature; designee may not sign)

Print Name: Justin Brown

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

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>Owatonna Soccer Association</u>	Previous Gambling Permit Number: X- <u>94544-24-007</u>
Minnesota Tax ID Number, if any: <u>ES38009</u>	Federal Employer ID Number (FEIN), if any: <u>41-1908332</u>
Mailing Address: <u>PO BOX 169</u>	
City: <u>OWATONNA</u> State: <u>MN</u> Zip: <u>55060</u> County: <u>STEELE</u>	
Name of Chief Executive Officer (CEO): <u>PATRICK GRUBISH, PRESIDENT</u>	
CEO Daytime Phone: <u>507-456-3226</u> CEO Email: <u>PTGRUBISH4@GMAIL.COM</u> (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): OWATONNA SOCCER COMPLEX

Physical Address (do not use P.O. box): 841 14TH ST SE

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 26, 2025

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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:

Leanne M. Clausen

Title: Admin Coordinator Date: 5/6/25

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Patrick Grubish Date: 5/3/25
(Signature must be CEO's signature; designee may not sign)

Print Name: PATRICK GRUBISH, PRESIDENT

REQUIREMENTS

Complete a separate application for:

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- 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?

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

An equal opportunity employer

LG220 Application for Exempt Permit

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ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Steele County Chapter 5 Previous Gambling Permit Number: X- 74003-24-028

Minnesota Tax ID Number, if any: ES-37964 Federal Employer ID Number (FEIN), if any: 13-5643799

Mailing Address: PO Box 226

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

Name of Chief Executive Officer (CEO): Bob Hoen

CEO Daytime Phone: 507-456-5046 CEO Email: bhoen@charter.net
(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.)

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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): Owatonna Eagles Club

Physical Address (do not use P.O. box): 141 East Rose St, Owatonna, MN 55060

Check one:

☒ City: Owatonna Zip: MN County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 9/18/2025

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clawson
Title: Adm. Director Date: 5/13/2025

**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: Robert D. Hoen Date: 04/28/2025
(Signature must be CEO's signature; designee may not sign)

Print Name: Bob Hoen

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

EP-25-21

Events Permit

Application

Status: Active

Submitted On: 5/9/2025

Primary Location

No location

Owner

No owner information

Applicant

Leila Kath



507-456-1150



leila.kath@owatonna.gov



107 W. Main St

Owatonna, MN 55060

Event Information**Event Name**

Steele County Safety Camp

Event Contact*

Leila Kath

Location of Event*

Kaplans Woods/ Lake Kohlmier Beach and Steele County Fair Grounds

Description of Event* ?

A 2 day camp put on for all Steele County 3rd graders. Hosted by local first responders and businesses, they put the time and effort into putting together this camp and getting classes together for the kids to have fun and learn.

Event Set Up Date

06/12/2025

Event Set Up Time* ?

06:00

Actual Event Date*

06/12/2025

Actual Event Time* ?

08:00

Clean Up Date*

06/13/2025

Clean Up Time ?

5:00

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

Canceled

Estimated Attendance* ?

350

Application Information

Sponsoring Organization Name*

Owatonna Safety Camp

Mailing Address*

107 W. Main St

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.steelcountysafetycamp.com

Primary Contact

Name*

Leila Kath

Phone Number*

507-456-1150

Cell Phone

Email Address*

leila.kath@owatonna.gov

Primary On-site Contact

Name*

Leila Kath

Cell Phone*

507-456-1150

Alternate On-site Contact

Name*

Anthony Malepsy

Cell Phone*

507-383-5339

Refer Media or Citizen Inquiries To:

Name*

Leila Kath

Phone*

507-456-1150

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

07:00

Date*

06/12/2025

Name of Requested Street(s)*

Access to Kaplans Woods/Boat Landing

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

07:00

Date*

06/12/2025

Public Parking Lots or Spaces*

Yes

Start/End Time*

07:00

Date*

06/12/2025

Parks*

Yes

Start/End Time*

07:00

Date*

06/12/2025

Name of Requested Park(s)*

Kaplans Woods

Will any signs/banners be put up?*

Yes

Number and Size*

Steele County Safety Camp Sign - Roughly 4ft x 4ft

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

Yes

Type*

Bluetooth Speaker

Hours*

Varies - Just to make announcements at lunch and during games

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?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Power at Pavillion at boat access

Describe level of advertisement* ?

Facebook, Schools and website

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

Yes

Number Needed*

10

Size Needed*

Medium

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Trash companies are used during camp for dumpsters and will bring and take dumpster.

Will event need traffic control?*

No

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

Law enforcement is on scene if needed.

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?*

First responders on scene and will wath weather. Will update parents via facebook and radio station.

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

Name*

Anthony Malepsy

Phone Number*

507-383-5339

Email*

Anthony.malepsy@owaotnna.gov

List any other pertinent information

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

Applicant Signature

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

Signature of Applicant*



Leila Kath

May 8, 2025

Internal Use

 Special Provisions

 Fire Department Approval / Comments / Notes

 Park & Rec. Department Approval / Comments / Notes

 **Police Department Approval / Comments / Notes**

 **Public Works Department Approval / Comments / Notes**

 **Building & Inspection**

 **Date to Council**

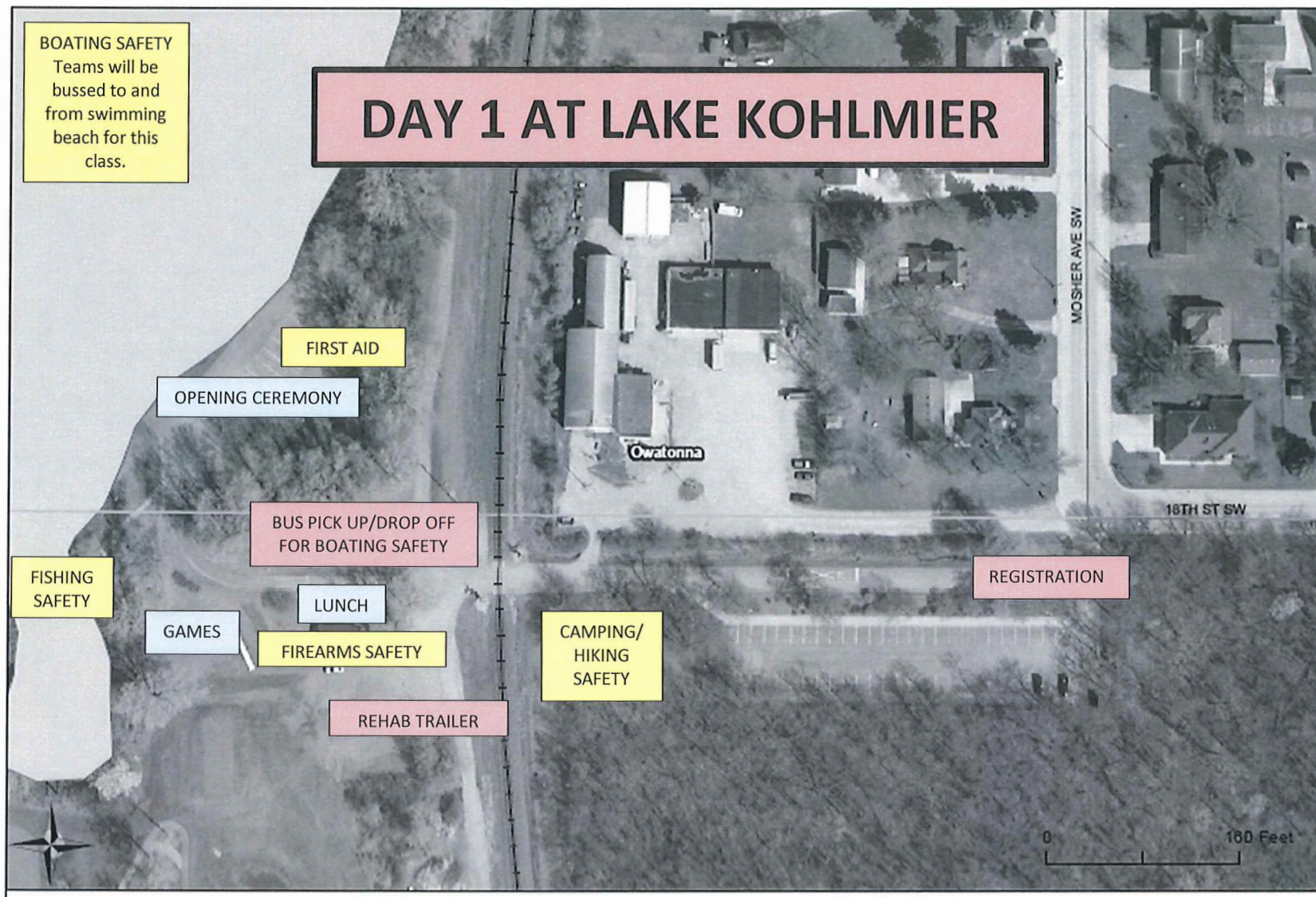
—

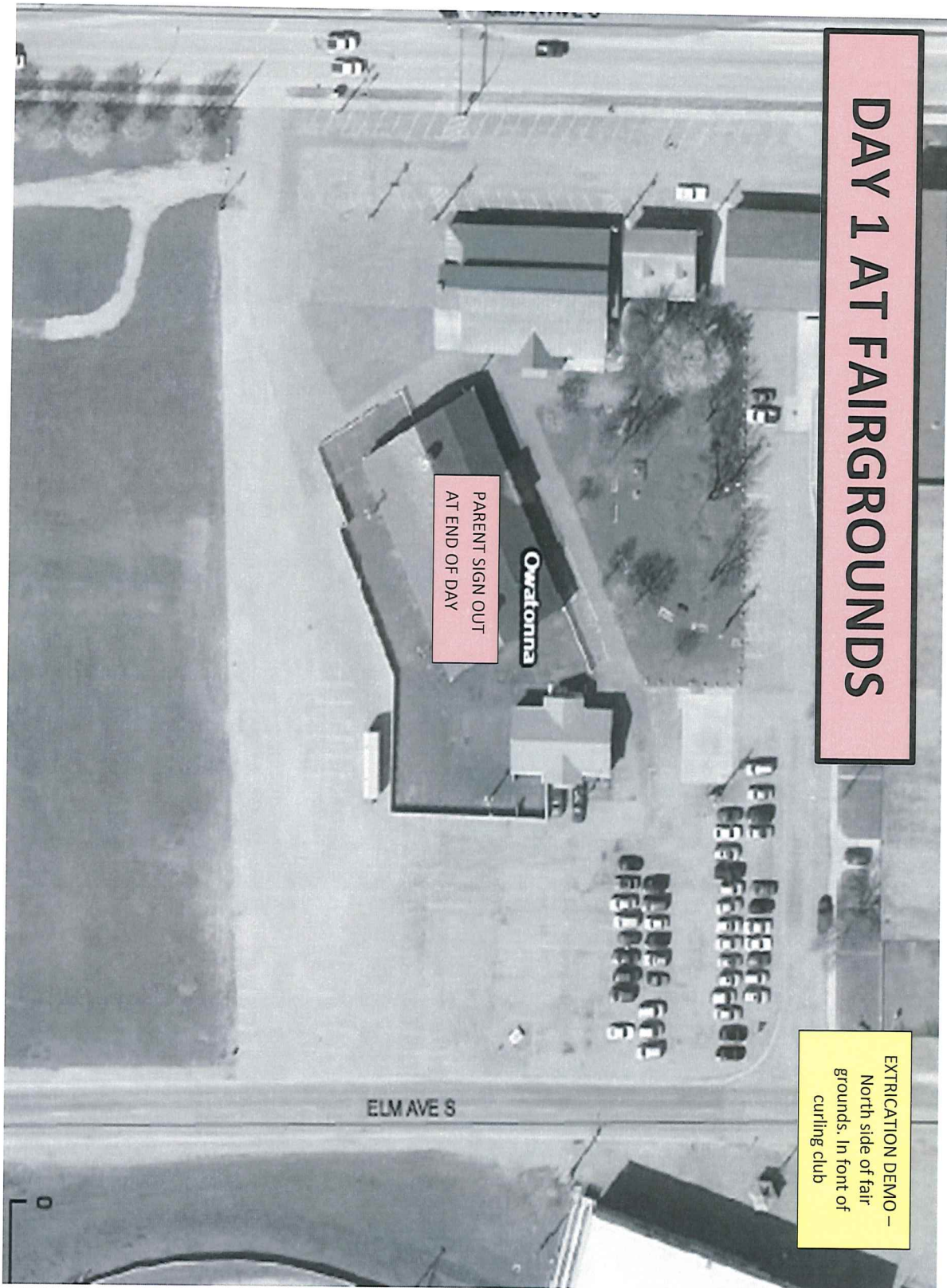
 **Council Notes**

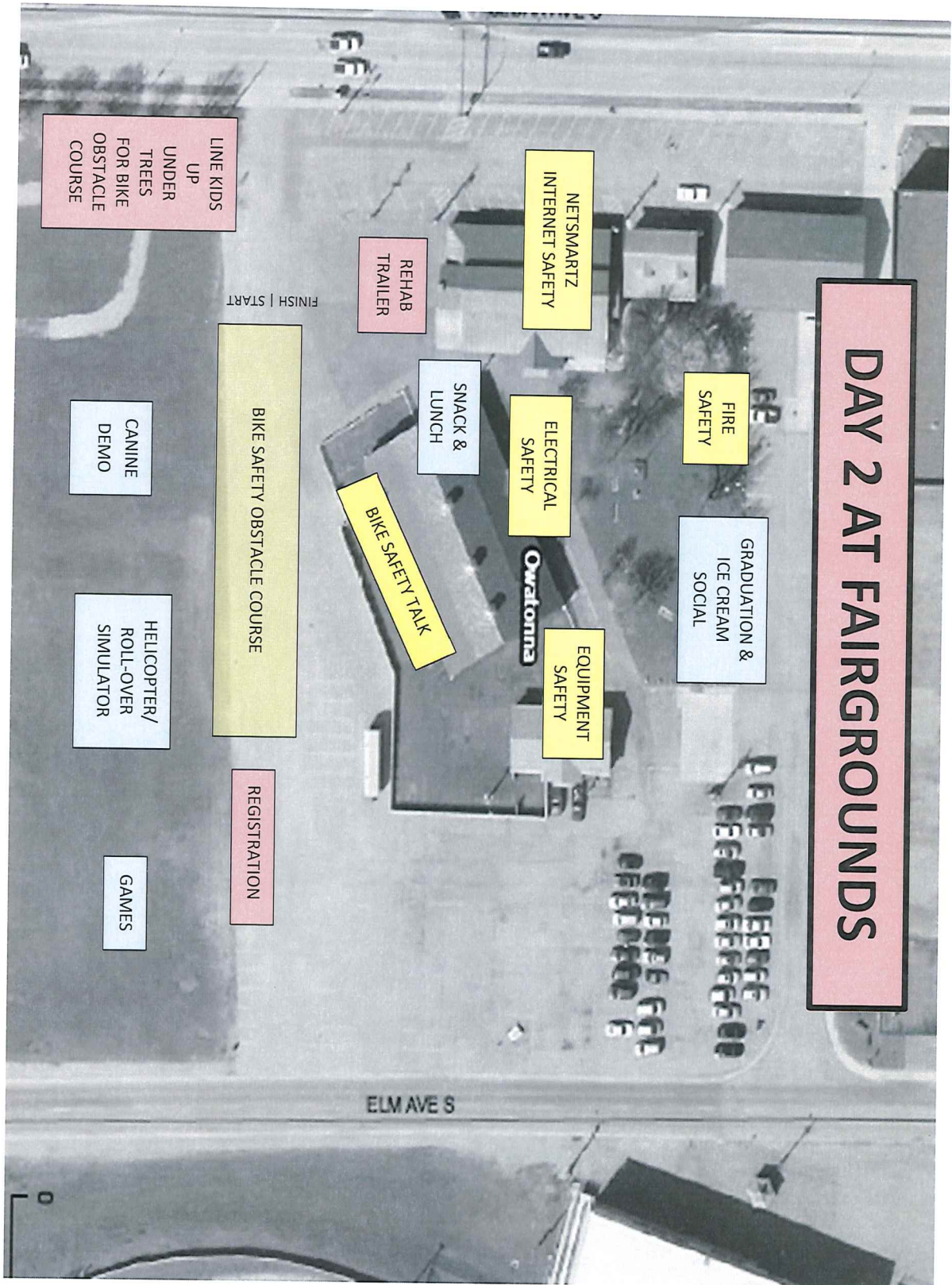
 **Items Needed**

Attachments

	Site Plan MapsLayout.pdf Uploaded by Leila Kath on May 9, 2025 at 7:03 AM	REQUIRED
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EP-25-17

Events Permit

Application

Status: Active

Submitted On: 4/23/2025

Primary Location

No location

Owner

No owner information

Applicant Drake Simonson 507-774-7362 drake.simonson@owatonna.gov 500 Dunnell Drive
Owatonna, MN 55060

Event Information

Event Name

Movie in the Park

Event Contact*

Drake Simonson

Location of Event*

Central Park, 100 E Main Street, Owatonna

Description of Event* ?

Parks and Recreation is hosting a Movie in the Park event. We will be having some games and activities before the movie, followed by showing a movie that the general public will vote on. There will be amplified sound past 10pm. We use our own inflatable screen and projector. Staff will be onsite for the duration of the event. Event will be sponsored by Metronet.

Event Set Up Date

06/13/2025

Event Set Up Time* ?

5:00pm

Actual Event Date*

06/13/2025

Actual Event Time* ?

7:00pm

Clean Up Date*

06/13/2025

Clean Up Time ?

11:00pm

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

Postponed

Reschedule Date

06/14/2025

Estimated Attendance* ?

50

Application Information

Sponsoring Organization Name*

City of Owatonna - Parks and Recreation

Mailing Address*

540 West Hills Circle

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.owatonna.gov

Primary Contact

Name*

Drake Simonson

Phone Number*

507-774-7362

Cell Phone

507-456-3085

Email Address*

Drake.Simonson@owatonna.gov

Primary On-site Contact

Name*

Marshall Webber

Cell Phone*

507-213-4089

Alternate On-site Contact

Name*

Pam Scott

Cell Phone*

507-676-1749

Refer Media or Citizen Inquiries To:

Name*

Drake Simonson

Phone*

507-774-7362

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Pre movie games and activities followed
by the movie

Will sound amplification be used?*

Yes

Type*

External Speakers for music and movie

Hours*

7:00pm-10:45pm

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?*

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

We will be running power cords from the band shell to the projector, screen, and speakers.

Describe level of advertisement* ?

We will be advertising on Facebook and mass email to CivicRec accounts

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*

Parks crew will bring out extra garbage cans for the event.

Will event need traffic control?*

No

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

We will have staff onsite informing people where to go for the activities and movie.

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

If there is severe weather is forecasted, we will move the event to the backup date. If an unexpected storm was to pop up during the event, we would move spectators into the restrooms of the bandshell.

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

Name*

Drake Simonson

Phone Number*

5074752963

Email*

drake.simonson@owatonna.gov

List any other pertinent information

This is an annual event for Parks and Recreation.

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*

✓ Drake T Simonson
Apr 23, 2025

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

 Park & Rec. Department Approval / Comments / Notes

 Police Department Approval / Comments / Notes

 Public Works Department Approval / Comments / Notes

 Building & Inspection

 Date to Council

—

 Council Notes

 Items Needed

Attachments

EP-25-16

Events Permit

Application

Status: Active

Submitted On: 4/19/2025

Primary Location

No location

Owner

No owner information

Applicant

Katy DeCoux



507-456-4973



katydecoux@gmail.com



209 2nd Ave SW

Medford, MN 55049

Event Information

Event Name

Field Day 2025

Event Contact*

Katy DeCoux

Location of Event*

McKinley School: 1050 22nd Street NE Owatonna, MN

Description of Event* ?

Owatonna Steele County Amateur Radio Club Field Day

Event Set Up Date

06/27/2025

Event Set Up Time* ?

6pm-9pm

Actual Event Date*

06/28/2025

Actual Event Time* ?Saturday 8am-3:30pm and Sunday
6/29/25**Clean Up Date***

06/29/2025

Clean Up Time ?

1pm-3:30pm

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

Postponed

Reschedule Date

06/28/2025

Estimated Attendance* ?

45

Application Information

Sponsoring Organization Name*

Owatonna Steele County Amateur Radio Club

Mailing Address*

209 2nd Ave SW

City*

Medford

State*

MN

Zip*

55049

Website Address*

oscar.mn.org

Primary Contact

Name*

Katy DeCoux

Phone Number*

507-456-4973

Cell Phone

Email Address*

katydecoux@gmail.com

Primary On-site Contact

Name*

Katy DeCoux

Cell Phone*

507-456-4973

Alternate On-site Contact

Name*

Bonnie Johnson

Cell Phone*

507-390-2385

Refer Media or Citizen Inquiries To:

Name*

Bonnie Johnson

Phone*

507-390-2385

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

2 banners 2x6ft

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

No

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

Yes

Dimensions*

10x20 canopy, maybe a couple of small tents

Fees may apply. No staking without approval.

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

Yes

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Generators will be used

Describe level of advertisement* ?

Local radio stations and newspaper

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*

We will haul away our trash

Will event need traffic control?*

No

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

Will escort as needed

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?*

Will lower antennas as needed. Most of our members are also skywarn members.

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

Name*

Katy DeCoux

Phone Number*

507-456-4973

Email*

katydecoux@gmail.com

List any other pertinent information

This event is open to the public. The event will go on rain or shine, there is no alternate date.

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

Applicant Signature

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

Signature of Applicant*

✓ Kathryn Marie DeCoux
Apr 19, 2025

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes

 **Police Department Approval / Comments / Notes**

 **Public Works Department Approval / Comments / Notes**

 **Building & Inspection**

 **Date to Council**

—

 **Council Notes**

 **Items Needed**

Attachments



Site Plan

OSCAR FIELD DAY 2025.png

Uploaded by Katy DeCoux on Apr 19, 2025 at 12:12 PM

REQUIRED

EP-25-15

Events Permit

Application

Status: Active

Submitted On: 4/10/2025

Primary Location

No location

Owner

No owner information

Applicant

Mohamed Wardere



612-426-1162



hiddosoorio@gmail.com



120 W Broadway St Suite

104

Owatonna , Minnesota 55060

Event Information**Event Name**Somali Cultural Event/Independence
Day**Event Contact***

Ibrahim Hussein

Location of Event*

Central Park

Description of Event* ?

the Somali Culture Festival willl be dedicated to showcasing and celebrating Somali culture through various forms such as poetry, dance, music, and visual arts.

Event Set Up Date

06/29/2025

Event Set Up Time* ?

4:00 PM

Actual Event Date*

06/29/2025

Actual Event Time* ?

5:00 PM

Clean Up Date*

06/29/2025

Clean Up Time ?

9:00 PM

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

Postponed

Reschedule Date

07/26/2025

Estimated Attendance* ?

200

Application Information

Sponsoring Organization Name*

Hiddo Soor

Mailing Address*

120 W Broadway St Suite 104

City*

Owatonna

State*

Minnesota

Zip*

55060

Website Address*

hidfosoor.org

Primary Contact

Name*

Mohamed Wardere

Phone Number*

3202827112

Cell Phone

6124261162

Email Address*

mwardere@hiddosoor.org

Primary On-site Contact

Name*

Ibrahim Hussein

Cell Phone*

(507) 573-1427

Alternate On-site Contact

Name*

Mohamed Wardere

Cell Phone*

6124261162

Refer Media or Citizen Inquiries To:

Name*

Mohamed Wardere

Phone*

6124261162

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

4:00 Pm

Date*

07/05/2025

Name of Requested Street(s)*

cedar , park and Broadway

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

4:00 PM

Date*

06/29/2025

Public Parking Lots or Spaces*

Yes

Start/End Time*

4:00pm-8:30pm

Date*

06/29/2025

Parks*

Yes

Start/End Time*

4-8:30pm

Date*

06/29/2025

Name of Requested Park(s)*

central park

Will any signs/banners be put up?*

Yes

Number and Size*

the entire park

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

singing/dancing performances

Will sound amplification be used?*

Yes

Type*

Speakers

Hours*

5-8pm

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?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Power for the **amplified**

Describe level of advertisement* ?

we will use our social media

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

Size Needed*

4

Small

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

10

Size Needed*

Large

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

Will Central Park Stage be used?*

Number Needed*

Yes

0

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

we will clean the park before and after the event

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*

yes since i will have people coming from near cities

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 reschedule the event

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

Name*

Mohamed wardere

Phone Number*

6124261162

Email*

hiddosoorio@gmail.com

List any other pertinent information

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

Central Park Stage Usage Information

Time*

03:00 pm-08:30 pm

Open*

03:00 pm

Close*

08:30 pm

Sound or Light Person Needed*

Yes

Size of Group that will be on stage*

5

Type of Group* ?

hida soor

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

Mohamed Wardere

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*

✓ Mohamed Wardere
Apr 10, 2025

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes

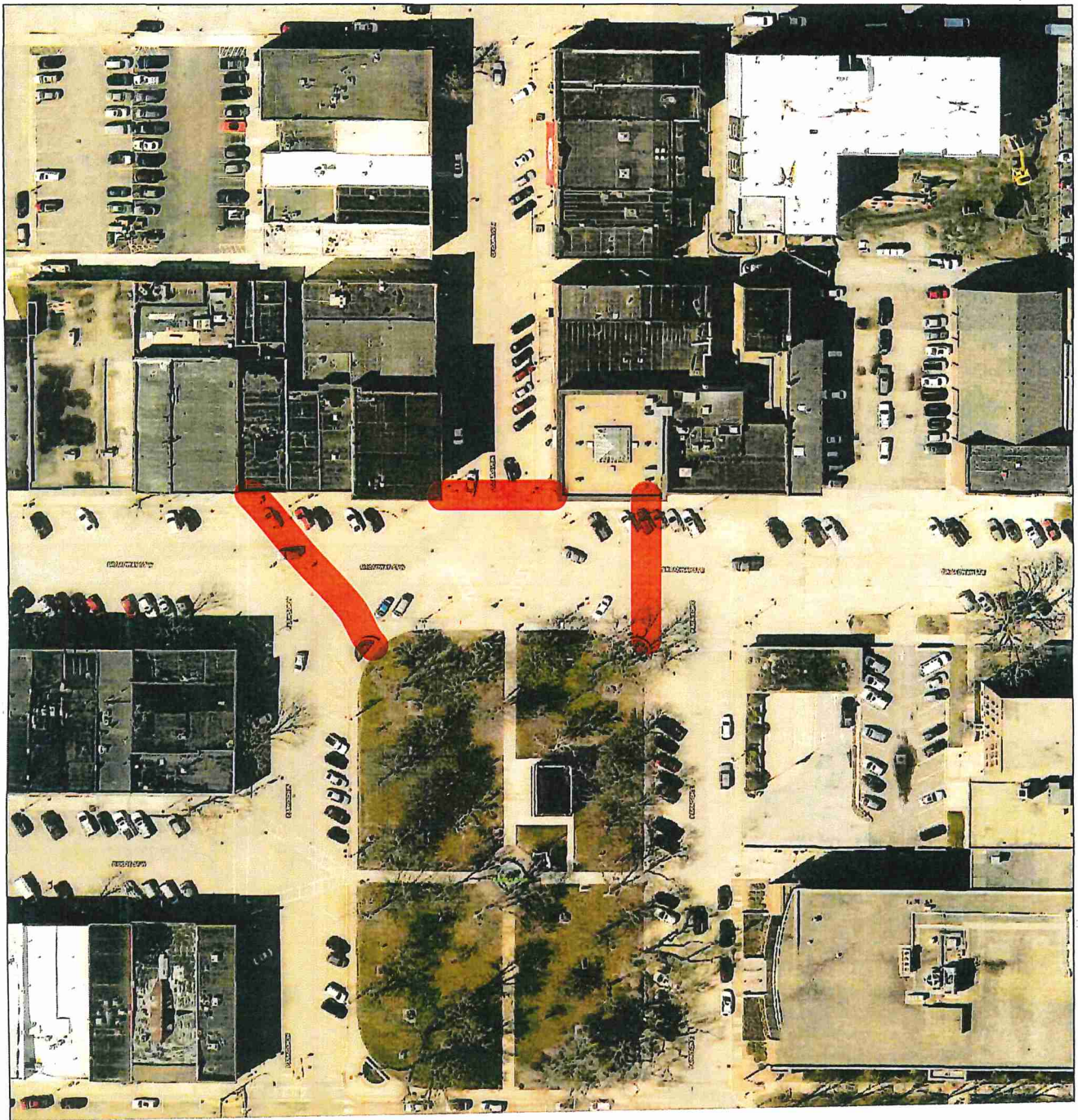


1 inch equals 30 feet
0 30 60
Feet

Central Park City of Owatonna



February 22, 2022



Will block off Broadway Street between E Park Square and W Park Square for pedestrian walkability and food vendors along the north side of Central Park.

EP-25-20

Events Permit

Application

Status: Active

Submitted On: 5/7/2025

Primary Location

No location

Owner

No owner information

Applicant Niki Cockram 507-202-4158 nikicockram@gmail.com 940 Ridgewood PL NE
Owatonna, Mn 55060

Event Information**Event Name**

Chet Fest 2025

Event Contact*

Niki Cockram

Location of Event*

Eagles

Description of Event* ?

First annual "Chet Fest," will be held on July 19 at the Eagles. There will be a bags tournament located in the banquet room (OR parking lot on either the east or west side). We are working on also having a car show, we are unsure how many cars to anticipate, therefore would like to have one of the streets blocked for a couple of hours. We intend on starting the bags tournament around 10am with the car show starting around 9am. The car show could go from 9-12 or 1pm. If we do not have a large turnout for the car show, we will keep this in the parking lot of the Eagles, overflow will occur only if necessary and approved by the city.

In the event of poor weather, we would cancel the car show.

Event Set Up Date

07/19/2025

Event Set Up Time* ?

8:30 AM

Actual Event Date*

07/19/2025

Actual Event Time* ?

9:00 AM

Clean Up Date*

07/19/2025

Clean Up Time ?

1:00 PM

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

Canceled

Estimated Attendance* ?

100

Application Information

Sponsoring Organization Name*

Chet Macht Scholarship Fund

Mailing Address*

940 Ridgewood PI Ne

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

n/a

Primary Contact

Name*

Niki Cockram

Phone Number*

507-202-4158

Cell Phone

Email Address*

nikicockram@gmail.com

Primary On-site Contact

Name*

Niki Cockram

Cell Phone*

507-202-4158

Alternate On-site Contact

Name*

Tim Cockram

Cell Phone*

507-676-3229

Refer Media or Citizen Inquiries To:

Name*

Niki Cockram

Phone*

507-202-4158

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

9:00 AM

Date*

07/19/2025

Name of Requested Street(s)*

Rose St

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

bag tournament, music, raffles

Will sound amplification be used?*

Yes

Type*

speaker

Hours*

9-1pm

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?*

No

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

The Eagles will be requesting an extended temporary license to carry through their parking lot

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*

none

Describe level of advertisement* ?

social media, fliers, word of mouth

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

2

Size Needed*

Medium

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

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

volunteers will ensure trash is cleaned up

Will event need traffic control?*

No

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

Volunteers will be working this event to ensure safety and control, additionally the Eagles staff

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?*

Car show will be canceled

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

Name*

Niki Cockram

Phone Number*

507-202-4158

Email*

nikicockram@gmail.com

List any other pertinent information

This is our first annual event to assist with raising funds for the Chet Macht Scholarship Fund which aims to assist athletes with obtaining sport equipment they are unable to afford as well as offer a college scholarship to graduating seniors that will be pursuing a career in the human services field (law enforcement, EMT, nursing, mental health therapy, teaching etc)

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*

✓ Niki Cockram
May 7, 2025

Internal Use

🔒 **Special Provisions**

🔒 **Fire Department Approval / Comments / Notes**

🔒 **Park & Rec. Department Approval / Comments / Notes**

🔒 **Police Department Approval / Comments / Notes**

🔒 **Public Works Department Approval / Comments / Notes**

🔒 **Building & Inspection**

 **Date to Council**

-

 **Council Notes**

 **Items Needed**

Attachments



Site PlanREQUIRED

map for event permit request.docx

Uploaded by Niki Cockram on May 7, 2025 at 4:11 PM

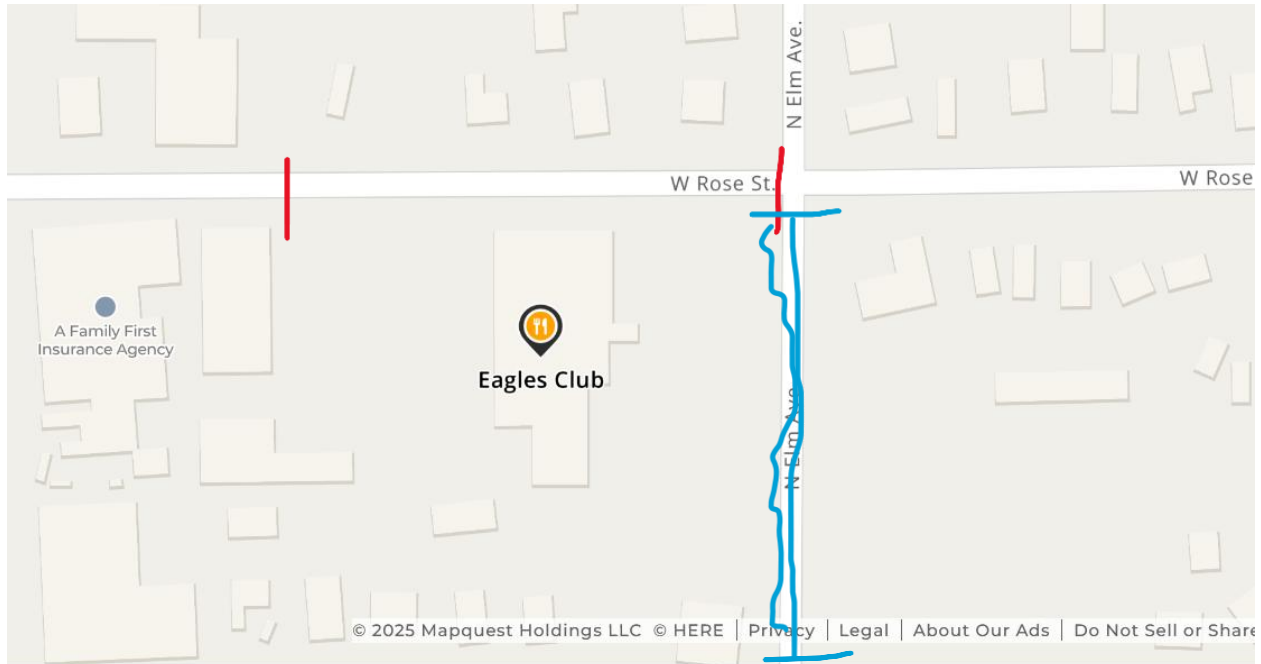
Record Activity



Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Admin Review	5/7/2025, 4:11:50 PM	-	Jeanette Clawson	-	Active
 Police Approval	-	-	-	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
✓ Public Works Review	-	-	-	-	Inactive
✓ Parks and Rec Review	-	-	-	-	Inactive
✓ Fire Review	-	-	-	-	Inactive
✓ Building & Inspection Approval	-	-	-	-	Inactive
✓ Facility Review	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive
📄 Event Approval Summary Issuance	-	-	-	-	Inactive
✓ Public Works Event Tasks	-	-	-	-	Inactive



We are working on organizing a car show along with a bags tournament at the Eagles for July 19. We are unsure how large this event will be and would like to be proactive.

Preference #1 for road closure is identified in the above map, from the intersection of Elm and Rose to just before the gas station with road blocks located at the red marks.

Preference #2 for road closure would be the west side of Elm Ave from Rose st intersection to Pearl st intersection. This would allow for police to go in and out of their parking lot. (shown in blue)

EP-25-18**Events Permit Application**

Status: Active

Submitted On: 4/23/2025

Primary Location

No location

Owner

No owner information

Applicant

Derek Skala



507-213-9086



@ derek_skala@yahoo.com



8001 SE 14th Ave

Owatonna, MN 55060

Event Information

Event Name

Reggie's Parking Lot Dance

Event Contact*

Derek Skala

Location of Event*

Parking lot on West side of Reggie's Brewhouse.

Description of Event* ?

Parking lot closed for bean bag tournament, serving beverages, and band/music.

Event Set Up Date

08/02/2025

Event Set Up Time* ?

8:00AM

Actual Event Date*

08/02/2025

Actual Event Time* ?

12:00PM

Clean Up Date*

08/03/2025

Clean Up Time ?

10:00AM

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

Canceled

Estimated Attendance* ?

700

Application Information

Sponsoring Organization Name*

Reggie's Brewhouse

Mailing Address*

220 N Cedar Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://www.facebook.com/events/d41d8cd9/rbrewhouse-owatonna>

Primary Contact

Name*

Derek Skala

Phone Number*

507-213-9086

Cell Phone

507-213-9086

Email Address*

derek_skala@yahoo.com

Primary On-site Contact

Name*

Derek Skala

Cell Phone*

507-213-9086

Alternate On-site Contact

Name*

Kayla Skala

Cell Phone*

651-238-6048

Refer Media or Citizen Inquiries To:

Name*

Derek Skala

Phone*

507-213-9086

Event Features

City Streets or Right-of-Way*

No

Alleys*

Yes

Start/End Time*

8:00am/3:00am

Date*

08/02/2025

Name of Requested Alley(s)*

Alley between Reggies and Parking lot - West Side

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

8:00am/3:00am

Date*

08/02/2025

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

2 large

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Band on stage

Will sound amplification be used?*

Yes

Type*

Hours*

Large speakers for band

2:pm - 12:am

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?*

Dimensions*

Yes

30x10

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

Dimensions*

Yes

SNow fence - 4'ft high

Will merchandise/food items be sold?*

How many vendors expected?*

Yes

1

Will food be prepared on site?*

Will alcohol be sold?*

No

Yes

Who will be providing the liquor license?*

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

Ronnie's Sports Bar LLC DBA Reggie's
Brewhouse

No

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

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*

Band, some lights, and speakers.

Describe level of advertisement* ?

Facebook, radio, and flyers

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

5

Size Needed*

Large

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

Will the event need cones?*

Yes

Number Needed*

20

Size Needed*

Medium

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Current trash company - add another dumpster - next day pick up.

Will event need traffic control?*

No

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

Reggies Security and police security.

Will "No Parking" signs be needed?*

Yes

Number Needed*

4

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

Will event need security?*

Yes

Will event need Emergency Medical Services?*

No

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

Reggies basement

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

Name*

Derek Skala

Phone Number*

507-213-9086

Email*

derek_skala@yahoo.com

List any other pertinent information

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*



Derek Skala

Apr 23, 2025

Internal Use

 Special Provisions

 Fire Department Approval / Comments / Notes

 [Park & Rec. Department Approval / Comments / Notes](#)

 [Police Department Approval / Comments / Notes](#)

 [Public Works Department Approval / Comments / Notes](#)

 [Building & Inspection](#)

 [Date to Council](#)

—

 [Council Notes](#)

 [Items Needed](#)

Attachments

	Site Plan Scan_20240410.pdf Uploaded by Derek Skala on Apr 23, 2025 at 9:20 AM	REQUIRED
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CITY OF
OWATONNA

Miscellaneous



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: Parks and Recreation Fees Manual Updates

Purpose:

Request City Council approval of the proposed Parks and Recreation Fees Manual updates.

Background:

The Parks and Recreation Fees Manual is reviewed and modified periodically, with adjustments made as necessary and aligns with market rates. Park Board approved only five minor changes and recommended for City Council consideration at their May 5, 2025 meeting. The current version of manual was approved at the November 19, 2024, City Council Meeting.

Budget Impact:

The implemented fees generate revenue to offset program expenses.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 Proposed Fees Manual Updates

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

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

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

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

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

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

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

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

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

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

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

Diamond Fields Rental	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model																																																				
Games: Game Standard rental is per game and includes the following: *Exclusive use of the field *Concession stands *Field prepped *Field chalked *Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments. Premier Field: Dartt’s Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park Secondary Field: Manthey Park (Baseball), McKinley (1 field) Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields) <table><tr><th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr><tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr><tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr><tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr><tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr><tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr><tr><td>Lights</td><td>■</td><td></td><td></td></tr><tr><td>PA System</td><td>■</td><td></td><td></td></tr><tr><td>Turf Management</td><td>■</td><td></td><td></td></tr><tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr><tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Grandstand</td><td>■</td><td></td><td></td></tr></table>		Premier	Secondary	Basic	Irrigation	■	■		Dugouts	■	■		Bleacher	■	■	■	Concessions	■	■		Fence/Gates	■	■		Scoreboard	■			Lights	■			PA System	■			Turf Management	■			Restrooms	■	■		Player Benches	■	■	■	Grandstand	■			Game fee: Per game Tournament fee: Per day per field Premier Field Base Rate: \$125 Teen Program ages 13-18: \$68.75 (45% discount) Youth Program ages 0-12: \$56.25 (55% discount) Secondary Field Base Rate: \$95 Teen Program ages 13-18: \$52.25 (45% discount) Youth Program ages 0-12: \$42.75 (55% discount)			2-4
	Premier	Secondary	Basic																																																					
Irrigation	■	■																																																						
Dugouts	■	■																																																						
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Restrooms	■	■																																																						
Player Benches	■	■	■																																																					
Grandstand	■																																																							

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

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

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

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

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

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

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



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: Warsinski Chalet Independent Contractor Agreement - Martin Equipment, Inc.

Purpose:

Request City Council approval of the agreement for winter operations at Morehouse Park and Warsinski Chalet with Martin Equipment, Inc. for the 2025 -2030 seasons.

Background:

The winter outdoor ice-skating operation at Morehouse Park is open from December through March, as weather permits. The agreement includes the Morehouse Park operations of the Warsinski Chalet warming house, general outdoor activities and skating areas (ponds, dry-land rink and river).

The scope of the Martin Equipment, Inc. agreement includes all services required for the sale and rental of ice skating, cross-country skiing, and food concessions. This agreement will continue with Martin Equipment providing all the operations staff with the concessions, equipment rental, grounds and rink supervision. The term of the agreement is for three years, with two additional one-year automatically renewable option years.

The Park Board approved the service agreement at their May 5, 2025 meeting and recommended it for Council consideration.

Budget Impact:

The City will pay Martin Equipment, Inc. up to \$6,000 to provide these services. The specific amount paid is based on weather and the number of days the skating operation is open each season.

Staff Recommendation:

Staff recommends approving the Independent Contractor agreement.

Attachments:

1. 2025-2030 Martin Equipment - Morehouse Skating Independent Contractor Agreement

WARSINSKI CHALET INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

CONTRACTOR RESPONSIBILITIES:

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

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

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

CITY'S RESPONSIBILITIES:

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

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OWATONNA

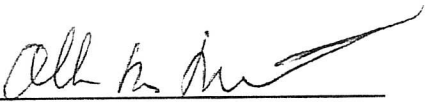
By _____
Matthew Jessop
Its: Mayor

Date _____

By _____
Kris Busse
Its: City Administrator

Date _____

MARTIN EQUIPMENT, INC.

By 
Allan M. Martin
Its: President

Date 5-06-2025



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: Service Agreement - Owatonna Trails Association

Purpose:

Request Council consideration of a Service Agreement with Owatonna Trails Association.

Background:

Owatonna Trails Association (OTA) has helped the city build and maintain bike trails in Kalan's Woods since 2014. This agreement formalizes the partnership and scope of service provided to the public by OTA for more than a decade. The Park Board approved this Service Agreement at their May 5, 2025 Meeting and recommended Council consideration.

Budget Impact:

The City will reimburse OTA \$1,500 annually for operating expenses such as liability insurance. If approved, OTA will purchase liability insurance from a third party and list the City as additionally insured.

Staff Recommendation:

Staff recommend approval.

Attachments:

1. Service Agreement - OTA

**CITY OF OWATONNA
AND
OWATONNA TRAILS ASSOCIATION**

SERVICE AGREEMENT

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

RECITALS:

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

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

TERMS AND CONDITIONS

1. **Ownership of Property and Improvements.** All improvements constructed on the Premises or otherwise on City property and related records, data, and other information acquired, under this Agreement will be and remain property of the City. Any intellectual property and all records, data, and other information associated with the processes OTA has developed in making such improvements, however, shall belong to OTA.

2. **Term of Agreement.** The term of this Agreement shall be from _____, 2025 through December 31, 2025 (the "Term"). Thereafter, this Agreement will be automatically renewed annually, unless earlier terminated as provided below.
3. **OTA Volunteers, Employees, and Agents.** Volunteers, employees, (if any), and agents, (if any), assigned to provide services under this Agreement at the Park are volunteers, employees, and agents, of OTA. Volunteers, employees, and agents of OTA are not volunteers, employees or agents of the City. OTA volunteers, employees, and agents assigned to provide services under this Agreement will be required by OTA to sign a Waiver and Release of Liability (the "Release") on the form attached to this Agreement and OTA will deliver a copy of the Release to the City Parks & Recreation Director or Designee ("Park Director") as Exhibit B (abide by rules and the policies, and directives of OTA.)

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

4. **OTA Services and Responsibilities.** OTA agrees to provide the following services:
- a. To continue to maintain the current trails as it has done over the previous eleven years at its sole discretion and within its budget and the limited time and energy of its volunteers. Such activities may include:
 - i. conducting regular inspections of the trails and conditions which are hazardous or unsafe;
 - ii. removing any downed trees on the trail;
 - iii. using the leaf blower to expose tread on the trail;
 - iv. performing trail repairs – including removing berms and cupped tread and reestablishing bench cut on slopes;
 - v. making minor realignment of trail as required because of major deadfall, water damage, or unsuitable surface;
 - vi. trimming or removing overhanging branches;
 - vii. clearing away weeds with the weed whipper;
 - viii. providing water mitigation – construction or replacement of bridges, decking, culverts, ditches;
 - ix. restoring existing features – Log Piles, Jumps, Skinnies – as a result of decay or erosion;
 - x. providing winter grooming for Fat Tire bike use;
 - xi. upgrading signage and replacing old, worn out signs; and

- xii. performing such other maintenance activities that do not interfere with other uses of the Park.
- b. To continue to expand and add features to the trails as it sees fit but only upon receiving the written consent of the City to any such expansion plan or additional feature. Such consent may be provided by e-mail or text message.
- c. OTA's volunteers are permitted to remove invasive plants such Buckthorn and Honeysuckle. To the extent its volunteers are willing to provide this valuable service to the City, OTA will:
 - i. develop and implement strategy leading to effective eradication of invasives within Kaplan's Woods;
 - ii. train volunteers in plant identification and proper methods of removal including best practices in herbicide application; and
 - iii. the City will provide herbicides for the removal of such invasive species upon request by OTA.
- d. To provide and supervise OTA volunteers, employees, and agents in the construction and maintenance of new technical features, alignment changes and expansion of the existing trail as well as the following:
 - i. utilize tools owned by OTA members or those City hand tools (non-powered only) that may be made available by the City Parks and Recreation Director.
 - ii. New technical features, alignment changes and expansion of the existing trail must conform to OTA guidelines and require the written consent of the City. Such consent may be provided by e-mail or text message.
- e. To remove trees per the following guidelines:
 - i. OTA shall obtain approval from the Park Director to cut live standing trees over 6 inches in diameter with the exception of invasive plants such Buckthorn and Honeysuckle.
 - ii. OTA may remove downed trees found on the trail so long as the removal work may be performed safely. If there are any questions regarding safety of OTA activities, before proceeding, OTA will contact the Park Director or the City Public Works personnel on duty.
 - iii. OTA may cut tree limbs that fall across the trail to clear passage for the trail, but shall leave in place the remaining portions of the trees, if possible, and provided it is safe to do so. OTA agrees to report any safety concerns to the Park Director. OTA agrees to contact the Park Director about downed or hazardous trees which cannot be removed by OTA.
 - iv. The City will be responsible for removing trees which are larger than authorized to be removed by OTA or which otherwise cannot be removed by OTA.

- f. To make recommendations to the Park Director as to when to close and re-open the trails due to unsafe or poor conditions or other unforeseen circumstances.
 - g. OTA agrees not to interfere with the enjoyment of Park users and agrees to abide by State law and City ordinances as applicable.
 - h. OTA agrees to take all necessary precautions to protect and preserve the Premises and public during performance of any services or activities within or use of the Premises as contemplated in this Agreement.
 - i. OTA will not conduct any services activities outside the Premises designated in Exhibit A without the written consent of the City.
5. **Insurance.** OTA and its volunteers, employees or agents agree not to begin any services as part of the Program under this Agreement until OTA has obtained the insurance required below which coverage needs to be maintained throughout the life of this Agreement.
- a. Workers' Compensation OTA agrees to obtain, statutory worker's compensation coverage for its employees and volunteers as required by law. If Minnesota Statutes, section 176.041 exempts OTA from Workers' Compensation insurance or if OTA has no employees, OTA must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes OTA from the Minnesota Workers' Compensation requirements. If during the course of this Agreement OTA becomes eligible for Workers' Compensation, OTA must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.¹
 - b. Liability Insurance OTA agrees to procure and maintain commercial general liability ("CGL") insurance coverage insuring OTA against claims for bodily injury or death, or for damage to property, which may arise out of operations by OTA, its employees, agents or volunteers or any subcontractor or anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this section, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that OTA's coverage shall be primary and noncontributory in the event of a loss.
 - c. Required Coverages and Limits OTA agrees to provide City with a Certificate of Insurance showing the coverages and limits of liability specified below:

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

Worker's Compensation

Statutory Limits with Coverage B,
Employees Liability Limits of
\$500,000/accident, \$500,000/disease
policy limit and \$500,000/each
employee.

Commercial General
Liability (CGL)

\$1 Million per occurrence and \$2
Million annual aggregate for bodily
injury and property damage.

- d. Before beginning any work, OTA agrees to deliver to the City Certificates of insurance, showing evidence of the required insurance coverages, to be attached to this Agreement as Exhibit C.
- e. OTA's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Thirty (30) days prior written notice to the City.
- f. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
- g. OTA shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
- h. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if OTA is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against OTA.

(See new section 7)

- 6. **City Responsibilities.** During the term of this Agreement, the responsibilities of the City are as follows (All reviews and approvals as provided in this paragraph 6 shall be by the Park Director or the Director's designee):
 - a. To promptly review and approve design and implementation plans for any trail expansions or new features presented by OTA.
 - b. To loan hand-tools (non-powered only) for construction and maintenance activities, upon request and approval.

- c. To provide City park maintenance staff support, if available, for approved work on a City approved schedule.
 - d. To provide storage and access to the Rocon trail bike, trailer, and related equipment at Morehouse shed.
 - e. To recognize OTA's contributions under this Agreement in appropriate signage at an appropriate location in a manner approved by the City.
 - f. To display a message about OTA organization and event opportunities in a manner approved by the City at a location approved by the City.
 - g. To authorize OTA to have an informational display/booth at the trailhead for the purposes of providing information about OTA memberships as approved by the City. Informational displays may be approved for City permitted events. Requests for permission for direct financial solicitation (membership sales) must be approved in advance by the Park Director and must comply with all applicable state and local laws. The City, as determined by the Park Director may limit the size of the display, location, times, dates, number of days, and information provided.
 - h. To notify OTA of trail closures, park closures, facility closures and/or events, which affect the use of the park system for posting on OTA web site and/or OTA social media.
 - i. The City will maintain the parking areas for the Park.
7. **Payment.** In consideration of OTA's services, City agrees to pay \$1,500 per year during the term of this Agreement. The OTA agrees to use the annual payment for OTA's operating expenses. The payment amount may be adjusted by mutual agreement of the Parties.
8. **Funding.** The parties may cooperate to seek public or private funding sources for the Program whether from third-party grants or resources of one or more of the parties. It is understood that any funds designated to the Program are subject to approval by the City Council in its sole judgment and discretion. The City will generally not be responsible for any costs and expenses associated with maintaining soft surface trails other than as provided in this Agreement. OTA is responsible for all costs and expenses associated with its services and activities as part of the Program and under this Agreement and there shall be no reimbursement from the City for the same during the Term hereof or following termination hereof except for the insurance premiums as set forth above.

9. **Damage to Equipment.** OTA agrees to be responsible for any loss or damage to equipment, including vehicles, used by OTA in relation to providing any services pursuant to this Agreement. Uninsured losses or damages to equipment shall be paid by the party owning the equipment. A party providing a motor vehicle, other than the Rocon and Sno-Dog groomer or similar motorized devices, for use pursuant to this Agreement shall be responsible for providing liability insurance coverage for the specific vehicle. Each party waives the right to sue the other party for any damages to or loss of its equipment.
10. **Signage.** OTA agrees not to erect any signs within the Premises without the express written consent and approval of the Park Director except for trail maps and intersection markers.
11. **Conditions of Premises "As Is" and Not Warranted.** The City does not warrant that the Premises are suitable for the purposes for which it is permitted to be used or the services provided by OTA under this Agreement. OTA understands and acknowledges that this Agreement grants it only a terminable license to use the Premises to provide the services for the Program and no other purposes.
12. **Conditions.** The non-exclusive license granted to OTA to provide services on the Premises depicted in Exhibit A for the purpose stated above is subject to the following conditions:
 - a. OTA agrees not to commence any work authorized by this Agreement within the Premises related to trail expansion or new features until it has obtained all required approvals and permits as required by the City. OTA agrees to submit plans and specifications for any such improvements and any future alterations or modifications to the Park Director. All improvements shall comply with applicable law and City ordinances.
 - b. OTA agrees to take all necessary precautions to protect and preserve the Premises and immediately adjacent property during any services activities within or use of the Premises as contemplated in this Agreement.
 - c. OTA agrees to take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Premises and shall keep the Premises free from refuse during any services activities undertaken by OTA within the Premises.
 - d. OTA agrees not to conduct any work authorized by this Agreement in a manner so as to insure the least obstruction to and interference with present and continued use of the Park as a public park.
13. (City will request further information)**Non-Interference.** OTA agrees not to interfere with the right of the City's officers or employees to enter upon the Premises at any time for the purpose of inspecting the improvements or services provided by OTA. The City

may order the immediate cessation of any services, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order OTA to correct any project or work to comply with the scope of this Agreement or other applicable standards, conditions or laws.

14. **Public Trails.** The parties intend that the soft surface trails constructed and maintained pursuant to this Agreement be available to the public without any user fees or the purchase of a trail pass. The soft surface trail system will primarily be used by off-road bicyclists, hikers, runners, snowshoers, cross-country skiers, or for other pedestrian, bike and non-motorized uses that are consistent with the primary use of a trail and do not cause it damage. While carefully designed to prevent erosion, the soft surface trails are susceptible to damage from overuse or from any use during wet conditions, and for this reason should not be used for mass start races or any events which by their nature would place a large number of racers or users on the trails at the same time under wet conditions.
15. **Termination of Agreement.** Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of early termination, OTA shall not receive any compensation that has not been paid prior to the date of termination
16. **Default.** If OTA fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein, in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless OTA's default is excused by the City, the City may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the City under this Agreement or law.
17. **Hold Harmless Agreement.** Each party agrees that it will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. OTA acknowledges the risks and hazards associated with OTA, its volunteers, employees and agents providing the services and responsibilities contained in this Agreement and hereby assumes any and all risks and hazards associated therewith. OTA hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by OTA as a result of the performance of its own operations, services or activities or the operation, services or activities of its agents, volunteers or employees under this Agreement, including any act or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents, volunteers or employees, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related to OTA's services provided under this Agreement and the improvements to be installed, constructed, operated and maintained therein, except those resulting from gross negligence or intentional misconduct of the City.

OTA further agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney

fees, arising out of or resulting from OTA's performance or failure to perform its obligations under this Agreement; but only to the extent primarily caused by the negligent acts, errors, or omissions of OTA or anyone for whose acts OTA may be liable.

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

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

18. General Terms.

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

City:

Name: _____

Position: Parks and Recreation Director

Address: _____

Phone: _____

Cell: _____

Email: _____

OTA:

Name: Mark R. Carver

Position: Attorney

Address: 202 North Cedar Avenue

Owatonna, Minnesota 55060

Phone: (507) 451-3580

Cell: (507) 213-0113

Email: carver@owatonnalawyers.com

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

- f. ASSIGNMENT OR TRANSFER OF AGREEMENT. OTA shall have no right to assign its interest in this Agreement without the prior written consent of the City.

- g. MODIFICATIONS/AMENDMENT. Any alterations, variations, modifications, amendments or waivers of the provisions of this AGREEMENT shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and OTA.
- h. INDEPENDENT CONTRACTOR STATUS. OTA, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find OTA to be an employee of the City, and OTA shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. OTA acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due OTA, and that it is OTA's sole obligation to comply with the applicable provisions of all Federal and State tax laws.
- i. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or OTA is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, OTA agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of OTA and involve transactions relating to this Agreement. OTA agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- k. COMPLIANCE WITH LAWS. OTA shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff or volunteers for which OTA is responsible.
- l. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Steele County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- m. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

- n. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- o. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- p. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- q. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- r. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and OTA arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- s. FORCE MAJEURE. Neither party shall be held responsible for losses resulting if the fulfillment of any terms or conditions of this Agreement are delayed or prevented by any cause, event or circumstance not within the reasonable control of the party whose performance is interfered with (each a "force majeure event"), including without limitation, acts of God, war, pandemic, insurrections, hostilities, riots, severe weather, floods, fire or tornados.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

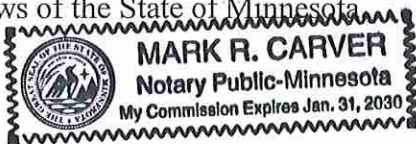
OWATONNA TRAIL ASSOCIATION, INC.

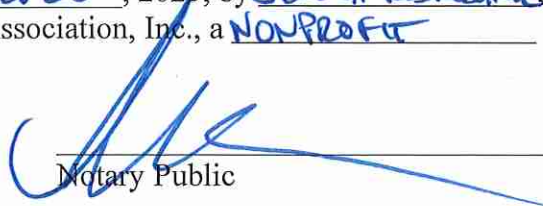
By: 

Date: 5-12-2025

COUNTY OF STEELE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on MAY 12, 2025, 2025, by Jessica Riskedal as PRESIDENT, on behalf of Owatonna Trails Association, Inc., a NONPROFIT under the laws of the State of Minnesota




Notary Public

CITY OF OWATONNA

By: _____
Matt Jessop, Its Mayor

Date: _____

By: _____
Kris M. Busse, Its City Administrator

Date: _____

COUNTY OF STEELE)
) ss.
STATE OF MINNESOTA)

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

Notary Public

EXHIBIT A
DEPICTION OF PREMISES

EXHIBIT B
VOLUNTEER WAIVER AND RELEASE AGREEMENT

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

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

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

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

Name _____
(Please Print Full Name)

Address _____
Street City State Zip Code

Signature _____ Date _____

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

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

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date

EXHIBIT C
CERTIFICATES OF REQUIRED INSURANCE COVERAGES



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Aire Apartments

Purpose:

Approve the stormwater facility maintenance agreement with Stadheim Properties of Owatonna, LLC for their facility located at Aire Apartments Addition.

Background:

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

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Maintenance Easement Agreement - Aire Apartments

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this 5th day of May, 2025, by Stadheim Properties of Owatonna, LLC hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as

AIRE APARTMENTS ADDITION

OUTLOT 1, OUTLOT 2, OUTLOT 3 BLK 3 KUETHER'S 3RD ADDITION CITY OF OWATONNA MN; LOT 1 AND EAST 33' OF LOT 2, BLK 9 KUETHERS ADDITION

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

WHEREAS, the site plan known as Aire Apartments, hereinafter called the "plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

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

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

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

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

facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.

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

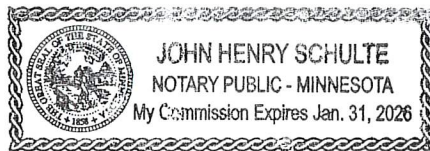
Property Owner: Stadheim Properties of Owatonna, LLC

By: Dan Stadheim

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 5th day of May, 2025, by Darrin Stadheim, the President of Stadheim Properties of Owatonna, LLC, a limited liability company under the laws of the State of Minnesota on behalf of the company.



[Signature]
Notary Public

City: City of Owatonna

By: Matthew Jessop, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

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

Notary Public

Drafted By:
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060



DATE: May 20, 2025
 TO: Mayor and City Council
 FROM: David Beaver, Airport Manager
 SUBJECT: Hay Ground Land Lease Agreements- 2025-2026

Purpose:

Request Council's approval of Hay Ground Land Lease Agreements.

Background:

Bids were received on April 28, 2025, for the cutting and bailing of hay on various parcels at the airport and at smaller locations of City owned property. Two bids were received as follows:

	Bidder 1: Eric Finholdt	Bidder 2: David Hanson
<u>HAY GROUND PARCELS</u>		
Parcel #1: 39 acres, Owatonna Airport South Parcels	\$1,600/yr.	
Parcel #2: 25.5 acres, Owatonna Airport North Parcels		\$1,152/yr
Parcel #3: 8 acres south of St. Paul Rd. and 26 th Street (pond area)		
Parcel #4: 1.5 acres north of 30 th Street SW and Frontage Rd W.		
Parcel #5: 6 acres south of Park Drive NW and 24 th Ave NW (pond area)		
Parcel #6: 7.5 acres east of 39 th Ave. NW and Co Rd. 7 & railroad (pond area)		
Parcel #7: 5 acres, 26 th Street/Kenyon Rd. and Majestic Ln. NE (pond area)		

The parcels that were bid have been previously used for the cutting and bailing of hay generates revenue and reduces city personnel and equipment time needed to mow these areas. The other smaller pieces included in the bid process received no bids.

The Hay Ground Lease Agreements have been prepared based on the annual lump sum bid

to allow for the cutting, bailing, and removal of hay on these parcels. The intent is to bid the hay ground bi-annually with the rest of the City of Owatonna farm land bid process.

Budget Impact:

Based on bids received, lease revenue of \$2,752.00 in 2025 and 2026.

Staff Recommendation:

Staff recommend accepting the high bids received and staff prepare the agreements with use of the template attached.

Attachments:

1. Template -City's Hay Ground Farm Lease

HAY GROUND FARM LEASE, Cash Rent, Installments

THIS AGREEMENT made this _____ day of _____, by and between City of Owatonna, Lessor, and _____, of the County of Steele, and State of Minnesota, Lessee.

1. Description. Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby rent to Lessee the following described premises situated in the County of Steele, and State of Minnesota, to-wit:

in Section Number ___, Township Number ___, Range Number ___, containing ___ acres, more or less, of which the Lessee hereby agrees to cut and bail grass hay in area of approximately _____ acres each year during the continuation of this Lease.

2. Term. The term of this Lease shall run from May 20, 2025 to December 1, 2026.

3. Rent. Lessee agrees to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of (\$ _____) Dollars, payable at Owatonna City Administration, 540 West Hills Circle, Owatonna, MN 55060 in two (4) installments, as follows:

\$ _____ on or before June 1, 2025
\$ _____ on or before November 1, 2025
\$ _____ on or before June 1, 2026
\$ _____ on or before November 1, 2026

4. Default. That should the Lessee fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the Lessee for the full term of this Lease.

5. Holding Over. That if Lessee remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this Lease, but to be a tenancy at the will of the Lessor, which may be terminated upon ten days' notice, given by the Lessor in writing, either delivered to Lessee or sent to him in a sealed envelope, duly stamped and directed to him at _____ which is hereby declared by Lessee to be his usual post-office address.

6. Allowable Uses. The Lessee shall use the premises solely for the purpose of cutting and bailing of hay thereon. Lessee agrees to cut, bail and remove all hay at least once each year during the term of this lease. All bales must be removed from the prop-

erty within 24 hours or immediately if within the airport safety zones as determined by Lessor. Lessee shall provide all labor and equipment to harvest all hay crops. Cuttings may not be allowed to remain in the fields after field rot due to weather conditions.

7. Activities Restricted. Lessee agrees, unless written consent of the Lessor has been obtained:

- Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
- Not to store any farm or bailing equipment on the premises when not actively in the process of cutting, bailing, or removing hay.
- Not to use any part of the premises for the purpose of feeding or harboring livestock, poultry, or other animals or birds of any type.
- Not to permit, encourage, or invite other persons to use any part of all of the premises for any purpose or activity not directly related to its use for agricultural hay production.
- Not to plow permanent pasture or meadowland.
- Not to plow, plant, till, or cultivate any other type of crop; or alter premises to plow or seed for hay without permission of the Lessor.
- Not to burn cornstalks, straw, or other crop residues. Lessee will not use the premises or operate in such a manner that would create smoke, dust, soot, or ashes which in sufficient quantity would affect the aerial visibility of the airport, runways, or the approaches thereto.
- No acres may be put into any set aside or other programs that would restrict future use of lands.
- Not to allow contractors, subcontractors, or vendors on the property without an escort by the Lessee or employee of the Lessee.
- Not to allow any and all activities that would adversely affect the Airport's operations.

8. Sale of Property. If the Lessor sells or otherwise requires possession of the leased premises for any reason, or any part thereof, at any time during the term of the Lease *before the hay has been bailed* but after Lessee has paid the rent, the rent will be reimbursed to Lessee. In consideration of the rental amount, Lessee agrees that this will be his/her sole reimbursement for damages. In the event that any acreage is reduced due to airport reasons, other property development purposes, or other reasons, the rent due shall be reduced proportionately.

9. Sub-Lease or Assignment. Lessee shall not sub-let or assign this Lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted.

10. Maintenance. Lessee agrees to keep in good repair any terraces, open ditches, inlets and outlets of tile drains; preserve any established watercourses or ditches including grassed waterway; control soil erosion and refrain from any operations or practice that will injure such structures or the Real Estate. The Lessee agrees to cultivate the Premises in a thorough, careful, and husbandlike manner, keep the same from all noxious weeds, and comply with all laws governing the time and manner of destroying the same.

Lessee shall obtain written permission from the Lessor before the application of any fertilizers, pesticides, herbicides, or any chemical or other application on the premises. In the event that the Lessee is permitted to apply fertilizer or any other application, all such applications or improvements shall be at the Lessee's sole expense with no amount being reimbursed or owing by Lessor.

The Lessee agrees to maintain areas surrounding any detention ponds located on the premises via mowing on a regular basis in order to keep any weeds under control.

11. Weeds. Lessee shall also destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds.

12. Mineral Rights. The Lessor shall have the right to all mineral rights; the Lessee shall have no rights, title, or interest therein or thereto.

13. Reports. If requested by Lessor, Lessee shall Furnish to the Owner by December 1st an annual report including 1) a summary of any fertilizer, lime, and pesticide application as may have been approved by Lessor for application and 2) production or yield information to include number and types of bails taken each year.

14. Inspection. Lessor or his agents shall have the right to enter upon said premises at any time, for the purpose of making any improvements, or for any other purpose whatsoever.

15. Quiet Enjoyment. Lessor covenants that the Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises and the Lessee agrees to use said premises for the purpose of hay production thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred thereby.

16. Security Interest. As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of Lessee in this Lease contained, Lessee does hereby grant a security interest to Lessor in all crops grown or growing on said premises during the term of this Lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of Lessee in paying said rent or in performing any of the covenants of this Lease,

and at any time thereafter, Lessor shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and Lessor may require Lessee to assemble said property and make it available to Lessor at a place to be designated by Lessor that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys' fees and legal expenses of Lessor.

17. Termination. The Lessor reserves the right to suspend the cutting, bailing or the removal of hay for any just cause at any time during the term of the agreement. Further, the Lessor reserves the right to terminate this agreement in the event that the premises or any part thereof are needed for airport or other development purposes at which time the Lessee may be compensated for any rent paid as provided in Section 8.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the date and year first above written.

CITY OF OWATONNA, LESSOR _____, LESSEE

By: _____ By: _____
Matthew Jessop, its Mayor

By: _____ By: _____
Kris M. Busse, its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

On this ____ day of _____, 20____, before me, a notary public within and for said County and State, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

On this ____ day of _____, 20____, before me, a notary public within and for said County and State, personally appeared Matthew Jessop and Kris M. Busse, the Mayor and City Administrator of the City of Owatonna, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed on behalf of the City of Owatonna.

Notary Public



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WW Goetsch Pump Maintenance Agreement

Purpose:

Requesting City Council approval of a 3-Year Lift Station Pump Maintenance Agreement with WW Goetsch.

Background:

Lift Stations require annual inspections and maintenance to ensure they are operating properly. WW Goetsch will provide inspection and maintenance services as outlined in the attached agreement. Any additional services and costs must be pre-approved.

Budget Impact:

The annual fee for the service agreement is \$5,250 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Pump Maintenance Agreement - WW Goetsch

WWG GOETSCH

ASSOCIATES, INC.

800-831-7914

5250 WEST 74TH STREET
MINNEAPOLIS, MINNESOTA 55439-2226
(952) 831-4340 / FAX: (952) 831-2357

7674 COLLEGE ROAD, SUITE 105
BAXTER, MINNESOTA 56425
(218) 829-6890 / FAX: (218) 829-6972

SCHEDULED PUMP MAINTENANCE AGREEMENT

Customer Name: City of Owatonna _____
Address: 540 West Hills Circle, Owatonna Mn 55060 _____

Contact Name: Andrew Fischer _____ Phone: 507*676-5543 _____ Fax: _____
e-mail: Andrew.fischer@owatonna.gov _____

Service Agreement Date: April 17th 2025 _____ Prepared by: Dan Shimota _____

Number of Simplex/Duplex Stations (1 to 10 HP @ \$300 each): 6 For total 1,800.00 _____

Number of Simplex/Duplex Stations (11 to 30 HP @ \$350 each): 3 For total 1,050.00 _____

Number of Simplex/Duplex Stations (31 HP and over @ \$400 each): 5 For total 2,000.00 _____

Number of additional pumps to be inspected: 2 @ \$200.00 each (\$400.00 _____

Note: All Water or Wastewater Treatment Plant Pumps and Mixers are \$ _____ each

Total Number of Pumps to be inspected: 30 _____

Number of Inspections per Year: 1 _____

Preferred time for Service: _____ spring _____ summer _____ fall _____ winter

ANNUAL FEE for this Service Agreement: \$5250.00 _____

TERMS

Any additional repairs (service labor, parts and trip charges) will be performed only after authorization and will be an additional charge. If oil change is needed, an additional \$____/ station will be charged for oil and disposal of waste. Pumps in dry-pit stations shall be inspected in the station and not removed. If Confined Space Entry is required, an additional fee of \$200_/station entered shall be charged.

This Agreement price includes all trip charges, overnight stays and service time. A written report of the findings will be supplied to the owner. Prior to all inspections, the owner_ will be notified of impending visit.

All unscheduled emergency calls and repairs are in addition to this periodic preventive maintenance agreement.

All parts and labor are subject to the Manufacturer's published warranty.

The fee for this maintenance agreement shall be guaranteed for two (2) years and payable when the service is performed and invoiced. Payment terms are Net 30 Days. **If three (3) year Service**

Agreement, at the guaranteed pricing listed above, is preferred, please check this box: O.

W. W. Goetsch Associates, Inc., assumes no liability for loss of use or for any direct, indirect or consequential damage of any kind with respect to the use or operations of pumps, any equipment or accessories covered in this Agreement.

This Agreement shall be effective from the signed date and shall continue in effect until termination by either party upon 30 days' prior written notice.

It is the owner's responsibility to have a Representative available to allow entry to pumps.

Accepted by: _____ Title: _____

A signed and dated copy of this Maintenance Agreement must be faxed to W. W. Goetsch Associates, Inc. (fax 952-831-2357).

The effective date of the Maintenance Agreement will be the date the form is signed, dated and received by W. W. Goetsch Associates, Inc.



CITY OF
OWATONNA

Finance Report

RECAP:

\$	23,800.00	Kibble Equipment- replacement check - compact utility tractor u #25420 - Park
	835,862.71	Legence Subsidiary Holdings LLC
		- Final payment including retainage - Merrill Hall - \$469,470.31
		- Professional service fee - Public Safety Center - February - \$114,291.00
		- Professional service fee - Public Safety Center - March - \$238,312.00
		- CIP backup generator replacement - City Hall - \$9,325.00
		- Facility needs consulting - Community Center - \$4,464.40
	108,688.03	Nero Engineering - WWTF upgrade & expansion project - April 2025
	1,100,946.52	Rice Lake Construction Group - WWTP Expansion - pay est #35
	117,419.52	Steele County Treasurer -property taxes - 2025
	25,000.00	TPR Enterprises LLC
		- WWTP asset development consulting agreement - March - \$12,500.00
		- WWTP asset development consulting agreement - April - \$12,500.00

222,385.55

OTHER EXPENDITURES

\$	<u>2,434,102.33</u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL
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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					
382912	05/15/25	KIBBLE EQUIPMENT	23,800.00	0	Regular
382913	05/15/25	STEELE COUNTY TREASURER	117,419.52	0	Regular
382914	05/20/25	ALEXANDER LUMBER COMPANY	169.51	0	Regular
382915	05/20/25	AMERICAN ENGINEERING TESTING	8,007.00	R	ACH
382916	05/20/25	APG MEDIA OF SO MINNESOTA LLC	598.14	0	Regular
382917	05/20/25	APG MEDIA OF SO MINNESOTA LLC	123.75	0	Regular
382918	05/20/25	APG MEDIA OF SO MINNESOTA LLC	96.25	0	Regular
382919	05/20/25	APG MEDIA OF SO MINNESOTA LLC	281.88	0	Regular
382920	05/20/25	ARNOLD'S OF MANKATO INC	2,159.43	0	Regular
382921	05/20/25	ASPEN MILLS INCORPORATED	72.95	0	Regular
382922	05/20/25	AUTO TRIM DESIGN OF OWATONNA	5,510.00	R	ACH
382923	05/20/25	AWARDS DIRECT INC	20.00	0	Regular
382924	05/20/25	BAKER & TAYLOR BOOKS	449.60	R	ACH
382925	05/20/25	BG MINNESOTA INC	212.54	0	Regular
382926	05/20/25	CEMSTONE CONCRETE MATERIAL LLC	4,722.20	0	Regular
382927	05/20/25	CENTRAL FARM SERVICE	8,567.24	0	Regular
382928	05/20/25	CITY OF BLOOMING PRAIRIE	2,377.00	R	ACH
382929	05/20/25	CITY OF OWATONNA	2,500.00	0	Regular
382930	05/20/25	CITY-COUNTY COMMUNIC & MKTG	95.00	0	Regular
382931	05/20/25	CLUB CADDIE	525.00	0	Regular
382932	05/20/25	CLUB CAR LLC	975.00	0	Regular
382933	05/20/25	CORE & MAIN	50.78	0	Regular
382934	05/20/25	COURT SPORTS AND MORE	159.50	R	ACH
382935	05/20/25	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
382936	05/20/25	CRYSTEEL TRUCK EQUIP	215.00	R	ACH
382937	05/20/25	CULLIGAN OF OWATONNA	301.08	R	ACH
382938	05/20/25	CUSTOM COMMUNICATIONS INC	392.15	0	Regular
382939	05/20/25	CYBER ADVISORS	8,952.00	0	Regular
382940	05/20/25	DEAN'S WESTSIDE TOWING	450.00	R	ACH
382941	05/20/25	DELL MARKETING LP	6,274.38	R	ACH
382942	05/20/25	DENISE STEWART	262.07	0	Regular
382943	05/20/25	DIAMOND VOGEL	704.00	R	ACH
382944	05/20/25	DISH	276.19	0	Regular
382945	05/20/25	EARL F ANDERSEN & ASSOC	177.30	0	Regular
382946	05/20/25	ELECTRIC PUMP INC	1,521.10	R	ACH
382947	05/20/25	ELIZABETH GRUENHAGEN	107.65	0	Regular
382948	05/20/25	EYE MED VISION CARE	519.58	0	Regular
382949	05/20/25	FARIBAULT CO SHERIFF'S OFFICE	5,128.02	0	Regular
382950	05/20/25	FASTENAL COMPANY	196.68	R	ACH
382951	05/20/25	FIRST SUPPLY OWATONNA	378.43	R	ACH
382952	05/20/25	FLAHERTY & HOOD PA	6,342.50	R	ACH
382953	05/20/25	FLEXIBLE PIPE TOOLS & EQUIP	1,323.05	R	ACH
382954	05/20/25	FOUR SEASONS ELECTRIC	3,794.99	R	ACH
382955	05/20/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
382956	05/20/25	GARETH STEVENS	200.20	0	Regular
382957	05/20/25	GENUINE PARTS COMPANY - NAPA	1,652.54	R	ACH
382958	05/20/25	GILL ID SYSTEMS	780.00	0	Regular
382959	05/20/25	GOLDSTAR PRODUCTS INC	1,099.70	0	Regular
382960	05/20/25	GRAINGER	200.36	R	ACH
382961	05/20/25	GREGORY J COUSINS	125.00	0	Regular
382962	05/20/25	HAWKINS INC	10,090.26	R	ACH
382963	05/20/25	HERITAGE CRYSTAL CLEAN LLC	90.00	0	Regular
382964	05/20/25	HILLYARD INC	527.18	0	Regular
382965	05/20/25	HOUSE OWATONNA	222.42	0	Regular
382966	05/20/25	HUBER SUPPLY CO INC	19.50	0	Regular
382967	05/20/25	IFACS	185.33	R	ACH
382968	05/20/25	INNOVATIVE OFFICE SOLUTIONS	1,289.21	0	Regular
382969	05/20/25	INSTY PRINTS	697.17	R	ACH
382970	05/20/25	JARDINE LOGAN & O'BRIEN	1,145.00	0	Regular
382971	05/20/25	JEANETTE CLAWSON	53.75	0	Regular
382972	05/20/25	JETTER CLEAN INC	650.00	R	ACH
382973	05/20/25	KARL EMERGENCY VEHICLES	3,985.87	0	Regular
382974	05/20/25	KATHRYN MOUW MSW LICSW LADC	150.00	R	ACH
382975	05/20/25	KENNEDY & GRAVEN CHARTERED	1,843.00	0	Regular
382976	05/20/25	KOWZ-FM	500.00	R	ACH
382977	05/20/25	LAWSON AUTOMOTIVE LLC	497.21	R	ACH
382978	05/20/25	LAWSON PRODUCTS	971.55	0	Regular
382979	05/20/25	LEGACY SIGNS INC	625.00	R	ACH
382980	05/20/25	LEGENCE SUBSIDIARY HOLDINGS LL	835,862.71	R	ACH
382981	05/20/25	LINDER DIGITAL	1,180.00	R	ACH
382982	05/20/25	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
382983	05/20/25	MACQUEEN EQUIPMENT CO	501.77	R	ACH
382984	05/20/25	MARCO TECHNOLOGIES LLC	626.80	R	ACH
382985	05/20/25	METRO SALES INC	1,979.12	0	Regular
382986	05/20/25	MICHEAL MOORE	50.00	0	Regular
382987	05/20/25	MIDWEST TAPE LLC	2,990.45	R	ACH
382988	05/20/25	MRI SOFTWARE LLC	25.00	R	ACH
382989	05/20/25	MTI DISTRIBUTING INC	471.80	R	ACH
382990	05/20/25	NATL TACTICAL OFFICERS ASSN	450.00	0	Regular
382991	05/20/25	NERO ENGINEERING	108,688.03	R	ACH
382992	05/20/25	NORTHLAND FARM SYSTEMS	400.00	R	ACH
382993	05/20/25	NORTHLAND SECURITIES INC	1,215.00	R	ACH
382994	05/20/25	NORTHSTAR CALIBRATION INC	90.00	R	ACH
382995	05/20/25	OAK GLENN	494.42	R	ACH
382996	05/20/25	OWATONNA COMMUNITY BAND	1,500.00	0	Regular
382997	05/20/25	OWATONNA HEATING & COOLING INC	130.00	R	ACH
382998	05/20/25	OWATONNA PEOPLE'S PRESS	325.00	0	Regular
382999	05/20/25	OWATONNA PUBLIC UTILITIES	2,698.32	R	ACH
383000	05/20/25	OWT HARDWARE	321.14	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383001	05/20/25	PAAPE COMPANIES INC	600.00	R	ACH
383002	05/20/25	PB PARENT HOLDCO, LP	995.00	R	ACH
383003	05/20/25	PERFORMANCE PLUS LLC	5,255.00	0	Regular
383004	05/20/25	PIONEER MANUFACTURING COMPANY	2,665.00	R	ACH
383005	05/20/25	PLUNKETT'S PEST CONTROL INC	412.84	R	ACH
383006	05/20/25	RAMY TURF PRODUCTS	1,500.00	0	Regular
383007	05/20/25	REINDERS INC	14,054.54	R	ACH
383008	05/20/25	RICE LAKE CONSTRUCTION GROUP	1,100,946.52	R	ACH
383009	05/20/25	RICE STEELE 911 CENTER	4,999.80	0	Regular
383010	05/20/25	RMB ENVIRONMENTAL LABS INC	2,140.00	0	Regular
383011	05/20/25	ROCHESTER TOWING LLC	454.00	0	Regular
383012	05/20/25	SCOTT F LIMBERG	800.00	R	ACH
383013	05/20/25	SELCO	11,183.23	R	ACH
383014	05/20/25	SENIORPLACE INC	347.00	0	Regular
383015	05/20/25	SHERWIN WILLIAMS COMPANY	329.20	0	Regular
383016	05/20/25	SHI INTERNATIONAL CORP	6,699.09	0	Regular
383017	05/20/25	SIGN PRO OF OWATONNA	85.60	R	ACH
383018	05/20/25	SPLIT ROCK MANAGEMENT INC	11,160.00	R	ACH
383019	05/20/25	ST ANDREWS PRODUCT CO	1,317.03	0	Regular
383020	05/20/25	STATE INDUSTRIAL PRODUCTS	987.08	R	ACH
383021	05/20/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
383022	05/20/25	STEVE JAMES EXCAVATING INC	741.70	R	ACH
383023	05/20/25	STEWART COMPANIES INC	148.95	0	Regular
383024	05/20/25	STEWART SANITATION	1,638.59	0	Regular
383025	05/20/25	SWEET TOWING	200.00	0	Regular
383026	05/20/25	TAYLOR MADE GOLF COMPANY INC	15.64	0	Regular
383027	05/20/25	TERRACON CONSULTANTS INC	1,620.00	R	ACH
383028	05/20/25	THOMPSON SANITATION INC	236.40	R	ACH
383029	05/20/25	TPR ENTERPRISES LLC	25,000.00	0	Regular
383030	05/20/25	TRI M GRAPHICS	1,085.15	R	ACH
383031	05/20/25	TURTLE CREEK NURSERY & LNDSCP	300.58	0	Regular
383032	05/20/25	UNITED WAY	80.00	0	Regular
383033	05/20/25	VAN METER INC	37.79	0	Regular
383034	05/20/25	VENTURE HYDRAULICS INC	65.76	R	ACH
383035	05/20/25	VERIZON WIRELESS	445.12	0	Regular
383036	05/20/25	VERIZON WIRELESS-VSAT	150.00	0	Regular
383037	05/20/25	VESTIS FIRST AID	56.81	0	Regular
383038	05/20/25	VESTIS GROUP INC	312.49	0	Regular
383039	05/20/25	W L HALL COMPANY	1,025.00	R	ACH
383040	05/20/25	WALBRAN & FURNESS CHARTERED	5,665.95	R	ACH
383041	05/20/25	WEN-COL INC	516.20	0	Regular
383042	05/20/25	WEST PUBLISHING CORPORATION	610.50	R	ACH
383043	05/20/25	WHKS & CO	10,335.50	R	ACH

70	Checks total:	256,703.41
62	ACH total:	2,177,398.92
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
132	GRAND TOTALS	2,434,102.33



CITY OF
OWATONNA

Resolutions



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 26-25 - Final Plat of Renneberg Hardwoods Addition

Purpose:

Council to approved Resolution 26-25 approving the Final Plat of Renneberg Hardwoods Addition.

Background:

See attached staff report.

Approval of the final plat of Renneberg Hardwoods Addition is recommended by the Planning Commission.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 26-25 Final Plat - Renneberg Hardwoods Addition
2. Staff Report - Renneberg Hardwoods Addition

RESOLUTION NO. 26-25

A RESOLUTION APPROVING FINAL
PLAT OF RENNEBERG HARDWOODS ADDITION

WHEREAS, on May 20, 2025, the City Council accepted and approved the final plat of Renneberg Hardwoods Addition to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

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

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - A) The final plat shall be recorded within 60 days of the approval.
 - B) A disconnection agreement shall be entered into prior to recording of the plat regarding the remaining water and sewer services.
 - C) All comments of the City Engineer's memo shall be met.
 - D) The westerly 55' of the plat shall be designated as a drainage and utility easement.
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, and to be given to the applicants of said plat.

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

Aye ____; No ____; Absent ____;

Approved and signed this ____ day of ____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

May 7, 2025

To: Planning Commission
From: Community Development Department
RE: Final Plat of Renneberg Hardwoods Addition

Background

Kevin Anderson, on behalf of Renneberg Companies, a request for final plat of Renneberg Hardwoods Addition, a one lot commercial plat. The applicant purchased the property last year with the intention of constructing their facility this year. Since the three parcels are in two different plats they need to replat the property prior to a permit being issued.

All utilities are available to the project. There are three sets of services stubbed into this lot. Since only one set of the services will be used with this project the other services are required to go under an agreement regarding removal or are required to be removed at the main. Staff is in favor of the agreement in this case.

Access for the property is proposed to come from 2 existing locations. State Avenue (CR 45) was master planned from an access point when it was constructed. The apron is installed and located where the access point is. There is secondary access on 12th Avenue NW along the south property line. They will also be using that.

Application Review:

Applicant/Owner:	Kevin Anderson, on behalf of Renneberg Companies
Location of Property:	1430 State Avenue NW
Existing Zoning:	B-2, Community Business District
Existing Land Use:	The land is currently vacant land.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Application Letter 4. City Engineer's Memo

Proposed Development:

Size of Subdivision:	3.6± acres
Number of Lots:	One commercial lot
Lot Configuration:	The lot is generally rectangular in shape.
Street Pattern:	The street pattern will not change from what exists today.

Services: Sanitary Sewer and water are available from existing services along State Avenue. There are two services to the west that will not be used with this project.

Timing/Financing of Development: The applicant is hoping to record the final plat soon and start construction this spring.

Outstanding Assessments: None

Floodplain: None

Wetlands: None

Storm Water Drainage: The applicant is proposing to construct a pond on the east side of the property that will outlet into the State Avenue storm sewer system.

Easements: The applicant is accommodating the existing easements on the property and proposing new perimeter easements. There is a 50 foot utility easement on the south side of the lot. There is also a larger utility easement on the west side of the property.

County/MNDOT Review: The county returned comments that they have none at this time. The property is not adjacent to a MNDOT right of way.

Staff Review:

Staff recommends approval of the final plat of Renneberg Hardwoods Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval.
- 2) A disconnection agreement shall be entered into prior to recording of the plat regarding the remaining water and sewer services.
- 3) All comments of the City Engineer's memo shall be met.
- 4) The westerly 55' of the plat shall be designated as a drainage and utility easement.

Planning Commission:

Final Plat of Renneberg Hardwoods Addition, which is a 3.6± acre tract of land zoned B-2, Community Business District, by Kevin Anderson on behalf of Renneberg Companies and located at 1430 State Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) A motion was made by Peake and seconded by Eickhoff to

recommend City Council approval of this final plat of Renneberg Hardwoods Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval.
- 2) A disconnection agreement shall be entered into prior to recording of the plat regarding the remaining water and sewer services.
- 3) All comments of the City Engineer's memo shall be met.
- 4) The westerly 55' of the plat shall be designated as a drainage and utility easement.

All Commissioners voting Aye, the motion carried.

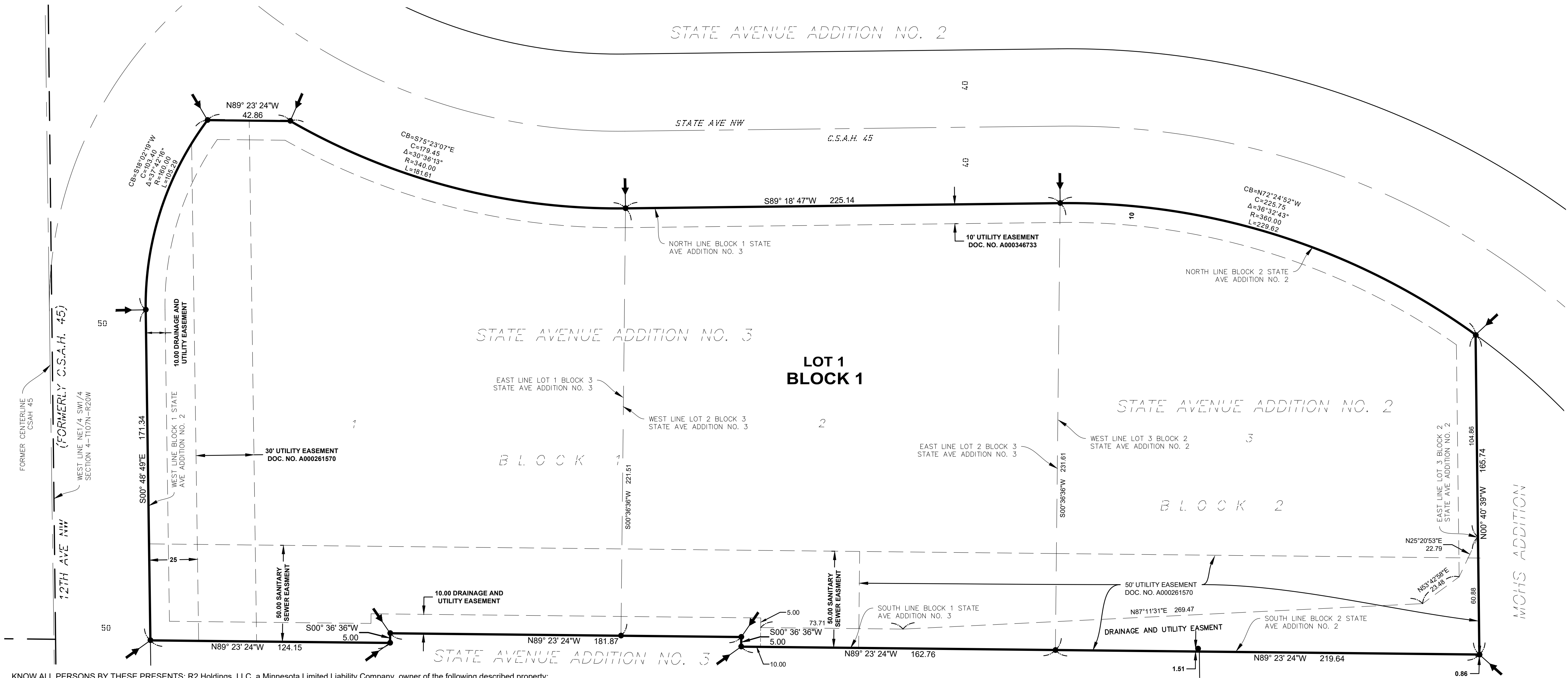


Renneberg Hardwoods Addition
1430 State Avenue NW

1:5,415

Date: 4/8/2025
Page 176 of 269

RENNEBERG HARDWOODS ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: R2 Holdings, LLC, a Minnesota Limited Liability Company, owner of the following described property:

Lots 1 and 2, Block 1, STATE AVENUE ADDITION NO. 3, Steele County, Minnesota

AND

Lot 3, Block 2, STATE AVENUE ADDITION NO. 2, Steele County, Minnesota

has caused the same to be surveyed and platted as RENNEBERG HARDWOODS ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created herewith, as shown on this plat.

In witness whereof said R2 Holdings, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this

_____ day of _____, 20____.

R2 Holdings, LLC, a Minnesota Limited Liability Company

Wesley Renneberg, Member

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Wesley Renneberg, Member, of R2 Holdings, LLC, a Minnesota Limited Liability Company.

_____, Notary Public, State of Minnesota

My Commission Expires _____

I, Scott A. Tuchtenhagen, hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a true and correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Scott A. Tuchtenhagen,
a licensed land surveyor.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

This plat of RENNEBERG HARDWOODS ADDITION was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on the

_____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of

_____, 20____.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Jennifer Mueller, Property Tax and Elections Director
Steele County, Minnesota

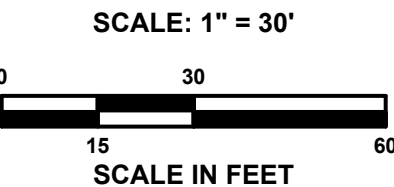
I hereby certify that taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Candi Lemarr, Finance Director
Steele County, Minnesota

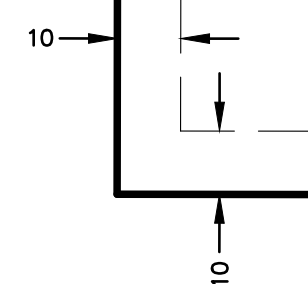
Filed in the Office of the County Recorder this _____ day of _____, 2024, at _____ O'clock ____ M., in Book _____ of Plats,

Page _____, as Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota



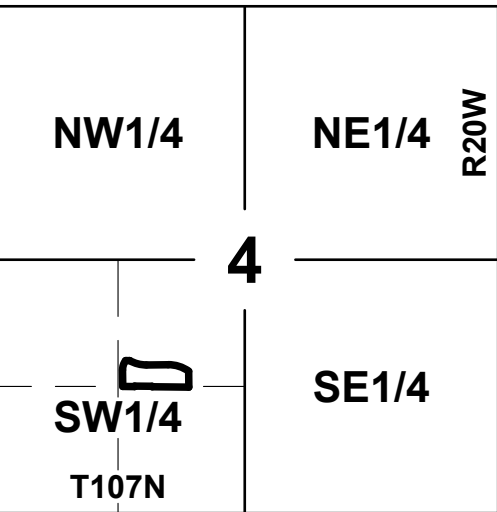
Perimeter Drainage and utility easements are shown thus unless otherwise noted:



LEGEND

● = Iron monument-Found

VICINITY MAP



JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

- LEGEND**
- 848 = EXISTING ELEVATION CONTOUR LINE
 - = Catch Basin
 - E = Electric
 - ⦿ = Fire hydrant
 - G = Gas Main
 - ⋈ = Guy Anchor
 - ☆ = Light Pole
 - OH = Overhead
 - ⦿ = Power Pole
 - RCP = Reinforced Concrete Pipe
 - ⦿ = Telephone Pedestal
 - T = Telephone
 - W = Water Main

OWNER INFORMATION
R2 HOLDINGS
WESLEY RENNEBERG
PO BOX 188
MENAHA, MN 56464
800-950-8553
KEVINA@RENNEBERGCOMPANIES.COM

LAND SURVEYOR
JONES HAUGH & SMITH, INC.
SCOTT A. TUCHTENHAGEN
415 WEST NORTH STREET
OWATONNA, MN 55060
507-451-4598
SCOTT@JHSENG.COM

ZONING
EXISTING ZONE: B-2 COMMERCIAL BUSINESS
PROPOSED ZONE: B-2 COMMERCIAL BUSINESS

SETBACKS:
ZONE: 30'
REAR: 20'
SIDE: 10'

EXISTING LEGAL DESCRIPTION

LOTS 1-2, BLOCK 1, STATE AVENUE ADDITION NO. 3

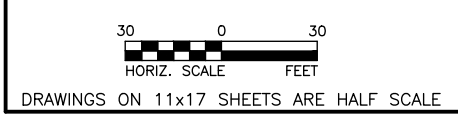
AND

LOT 3, BLOCK 2, STATE AVENUE ADDITION NO. 2

UTILITIES NOTE:
WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU DIGITAL RECORDS

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

Scott A. Tuchtenhagen
Scott A. Tuchtenhagen, L.S. No. 52646 Date: 4/1/25



REV.	BY	DATE	REVISION DESCRIPTION

JONES HAUGH & SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 56001-4598

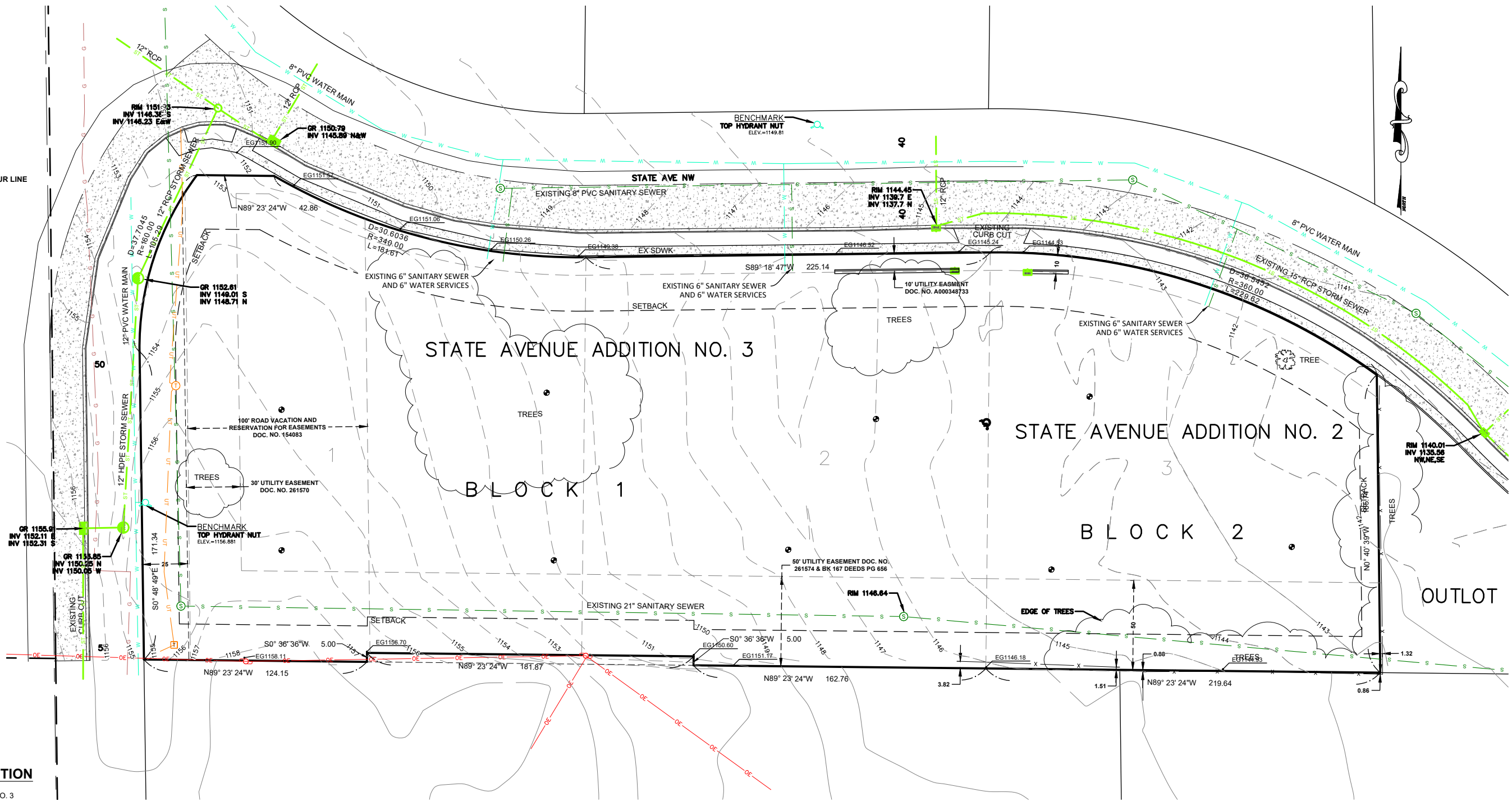
DESIGNED: JHS
DRAWN: JHS
CHECKED: SAT
Date: 4/1/25
DWG: 25-1017

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.

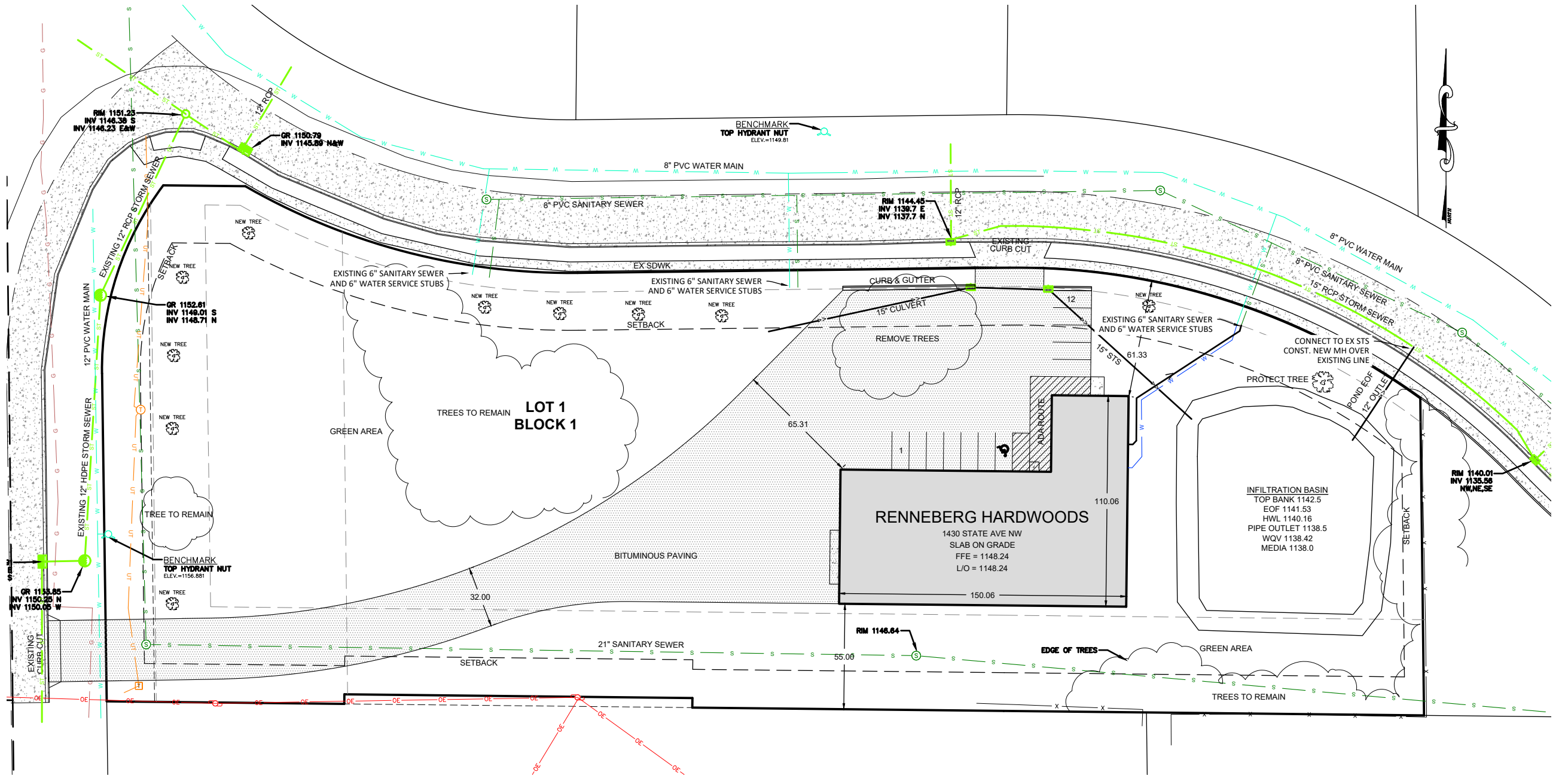
John H. Schulte
John H. Schulte V
License No. 44639 Date: 4/1/25

PRELIMINARY PLAT
RENNEBERG HARDWOODS ADDITION
L1-2 B1 STATE AVE NO. 3 & L3 B2 STATE AVE NO. 2
EXISTING CONDITIONS

SHEET
1
OF
3



- LEGEND**
- 848— = EXISTING ELEVATION CONTOUR LINE
 - = Catch Basin
 - E = Electric
 - ⚡ = Fire hydrant
 - G = Gas Main
 - ⌵ = Guy Anchor
 - ☆ = Light Pole
 - OH = Overhead
 - ⚡ = Power Pole
 - RCP = Reinforced Concrete Pipe
 - ⌵ = Telephone Pedestal
 - T = Telephone
 - W = Water Main



PARKING CALCULATION

BUILDING SIZE = 12124 SF, WAREHOUSE USE
REQUIRED STALLS = 8 + 1 PER 500 SF OR 8 + 1 PER 2 EMPLOYEES
OWNER INTENDS 8 EMPLOYEES

8 + 8/2 = 12 STALLS

12 STALLS SHOWN INCLUDING 1 ADA STALL WITH VAN SPACE.

UTILITIES NOTE:

WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU DIGITAL RECORDS

REV.	BY	DATE	REVISION DESCRIPTION



415 West North Street Owatonna, MN 56045-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: SAT
Date: 4/1/25
DWG: 25-1017

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.

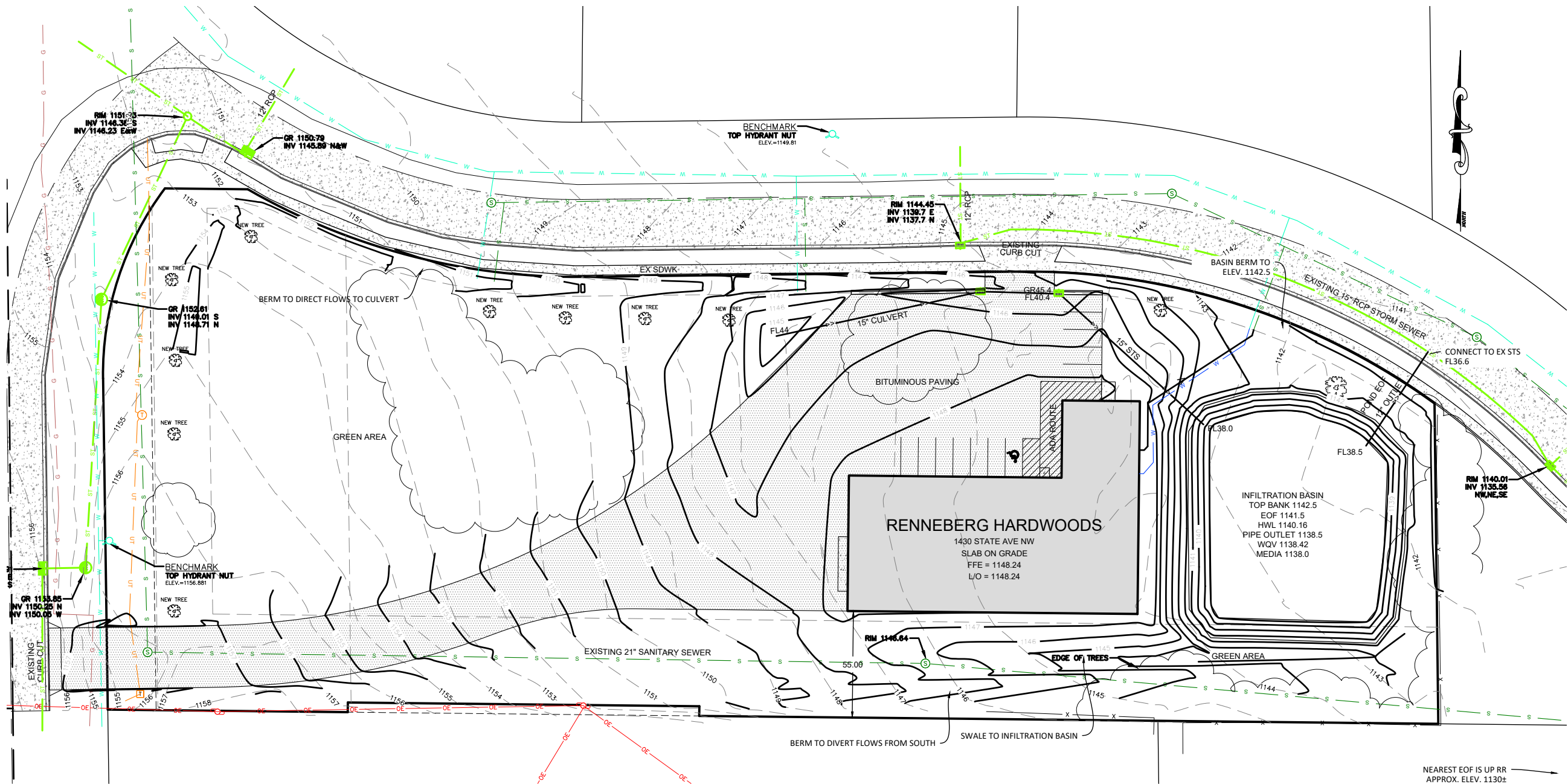
John H. Schulte V
License No. 44639 Date: 4/1/25

PRELIMINARY PLAT		SHEET 2 OF 3
RENNEBERG HARDWOODS ADDITION		
L1-2 B1 STATE AVE NO. 3 & L3 B2 STATE AVE NO. 2		
SITE PLAN		



DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

- LEGEND**
- 848 = EXISTING ELEVATION CONTOUR LINE
 - CB = Catch Basin
 - E = Electric
 - FD = Fire hydrant
 - G = Gas Main
 - GA = Guy Anchor
 - LP = Light Pole
 - OH = Overhead
 - PP = Power Pole
 - RCP = Reinforced Concrete Pipe
 - TP = Telephone Pedestal
 - T = Telephone
 - W = Water Main



GENERAL STORMWATER NOTES:

SITE AREA: 3.6 AC
EXISTING IMPERVIOUS SURFACE: 0.0 AC
PROPOSED IMPERVIOUS SURFACE: 1.07 AC
FUTURE IMPERVIOUS SURFACE: 0.0 AC

PEAK STORMWATER FLOWS LEAVING SITE (CFS):

12TH AVE NW	2-YEAR	10-YEAR	100-YEAR
EXISTING	0.25	0.51	1.09
DESIGN	0.25	0.51	1.09

STATE AVE NW

	2-YEAR	10-YEAR	100-YEAR
EXISTING	0.53	2.59	9.01
BASIN	0.14	1.13	4.26
DIRECT OFFSITE	0.05	0.25	0.87
DES. TOTAL	0.19	1.38	5.13

UTILITIES NOTE:

WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU DIGITAL RECORDS



DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION



415 West North Street Owatonna, MN 56057-4517
507-451-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: SAT
Date: 4/1/25
DWG: 25-1017

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.

John H. Schulte V
License No. 44639 Date: 4/1/25

PRELIMINARY PLAT
RENNEBERG HARDWOODS ADDITION
L1-2 B1 STATE AVE NO. 3 & L3 B2 STATE AVE NO. 2
GRADING PLAN

SHEET
3
OF
3

Renneberg Hardwoods Inc.
11773 State Highway 87 West
Menahga, MN 56464
Kevina@rennebergcompanies.com
218-252-0925
2/12/2025

Mayor Matt Jessop
City of Owatonna MN
Council Members Doug Boss, Dan Boeke, Dave Burbank, Nathan Dotson, Kevin P. Raney, Don McCann, Brent Svenby
540 W Hills Circle
Owatonna, MN 55060

Subject: Request for Plat Approval – Renneberg Hardwoods Addition

Dear Mayor Jessop and City Council Members,

I am writing to formally request approval for the platting of Renneberg Hardwoods Addition, located at Lots 1 and 2, Block 1, State Avenue Addition No. 3, Steele County, Minnesota. Lot 3 Block 2, State Avenue Addition No. 2, Steele County, Minnesota. Our intent is to build a hardwood lumber/sheetgoods sales warehouse in accordance with the city's planning and zoning regulations.

We appreciate your time and consideration of this request and look forward to working with the city to complete this process efficiently. Please let us know if you need additional information.

Thank you for your time and service to our community. I look forward to your response.

Sincerely,

Kevin Anderson
Vice President of Special Projects
Renneberg Hardwoods Inc.



Public Works Department

Date: 04/18/2025

Project: Renneberg Hardwoods Addition

Preliminary Plat Application #: PP-25-1

Staff Review Comments:

Engineering

1. Access to sanitary interceptor manholes shall be provided at all times. Design shall incorporate measures to ensure no illicit discharges or clear water enters the sanitary collection system.
2. Utility permit with Steele county is required for storm sewer connection proposed in Steele County right of way and inspected by City Engineering Department.
3. Unused sanitary and water services may remain conditioned on the owner executing a waiver with the city and Owatonna public utilities accepting maintenance responsibilities and any futures costs for removal.
4. Driveway aprons shall be concrete.
5. Label soil boring locations corresponding to Geotechnical Report boring log.
6. Several design features are present on the existing conditions plan.

Stormwater

7. All construction drawings, plans, reports, and documentation used to obtain the City Grading Permit shall be prepared in accordance with the most recent design standards, checklists, and guidance documents.
 - a. Applicant is responsible to self-review and ensure the submissions are prepared and conform with these standards.
8. All development is subject to the items listed in this review document and the following provisions:
 - a. City of Owatonna Stormwater Management Code 52.00.
 - b. City of Owatonna Grading Permit and associated design requirements.
 - c. Minnesota Pollution Control Agency (MPCA) NPDES/SDS MS4 Permit MNR040000 post construction stormwater management criteria.
 - d. MPCA NPDES/SDS Construction Stormwater General Permit MNR100001.
 - e. MN Stormwater Manual recommendations and guidance.
9. All existing and proposed utilities within 150 feet shall be clearly labeled with grades, size, material, and dimensions.
10. All existing and proposed contours shall be shown to a minimum of 150 feet into adjacent properties.
11. All critical elevations shall be provided including:
 - a. Emergency overflow elevations, locations, directions, and routing for the development shall be shown in the preliminary plat.
 - b. 100-yr HWL for all low areas and areas of ponding water.
 - c. Elevations of nearby structure low openings.
 - d. Spot/control elevations and slope percent for all swales, ditches, and drainage paths.
12. Stormwater BMPs shall be designed to meet all applicable requirements for development:
 - a. Attenuation of peak discharge rates for (Atlas 14) 2-yr, 10-yr, and 100-yr 24-hr rain events.

PUBLIC WORKS DEPARTMENT

540 WEST HILLS CIRCLE | OWATONNA, MN 55060-4701 | OWATONNA.GOV | 507.444.4350

- b. Onsite treatment of required water quality volume calculated as an instantaneous volume of 1" times the new and fully reconstructed impervious surface areas.
 - c. Structure details, cross sections, etc. for storm sewer and treatment system shall include accurate and specific elevation data.
- 13. Infiltration basin shall provide pretreatment per MN Stormwater Manual recommendations and Pretreatment Tool.
- 14. Infiltration testing shall be provided prior to installation of basin per MN Stormwater Manual requirements.
- 15. Proposed infiltration basin is located in an active karst region and additional testing may be required to ensure infiltration is viable.
 - a. Further geotechnical investigation for the infiltration basin areas may be required. The applicant shall revisit the soil borings and Geotechnical Report with a qualified professional prior to construction of the system and examine suitability to infiltrate in an area mapped as active karst.
 - b. This may require deeper soil boring exploration.
- 16. All permanent stormwater facilities require a Stormwater Facility Maintenance Agreement signed by the property owner and executed with the City.
- 17. The City will record the easement/agreement document with the County Recorder's office.
- 18. All permanent stormwater facilities require a site-specific Operations, Inspections, and Maintenance Plan.
 - a. This includes the property owner's plan to fund the future maintenance costs.
- 19. All grading permit termination requirements shall be met including:
 - a. Payment of any outstanding fees, fines, or penalties related to the construction project.
 - b. Submission of SWPPP Self-inspection records and project completion photographs.
 - c. Final topographic survey, As-built, and updated Record Drawing will be required. The record drawing and as-built information shall be submitted as .pdf and GIS compatible format that includes geospatial reference data (CAD or shapefile is acceptable).
 - d. Submission of the Engineer's Certification of Stormwater Compliance form.
- 20. Applicant shall provide documentation that the infiltration facility performs as designed.
 - a. Time and date stamped photographs to show that the infiltration facility drains dry within 48 hours after a natural precipitation event approximately equivalent to the design storm.
 - b. Time and date stamped photographs showing that the infiltration facility drains dry within 48 hours after the practice is filled with water from an alternative supply.
 - c. Double ring infiltrometer tests, permeameter, or similar instrument.

Please provide a written response to each review item in this document. Include the applicant's comments in distinct text color along with each comment provided by the City. All plan revisions shall be summarized, signed, and dated accordingly. When uploading new plans, the submission date shall be included in the title. It is the responsibility of your project team to review each City standard applicable to this project for inclusion and accuracy in submitted documents, plans, drawings, and application details.



Sean Murphy, PE
Director of Public Works and City Engineer



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 27-25 - Preliminary & Final Plat - KEG Addition

Purpose:

Request Council approval to approve the Preliminary and Final plat of KEG Addition.

Background:

See attached staff report. The letter submitted from Wil Natzel for the public record has also been included in the packet.

Approval of the Preliminary and Final Plat of KEG Addition are recommended by the Planning Commission.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 27-25 Final Plat - KEG Addition
2. Staff Report - KEG Addition
3. Wil Natzel - Public Hearing Comments May 10 2025

RESOLUTION NO. 27-25

A RESOLUTION APPROVING PRELIMINARY & FINAL
PLAT OF KEG ADDITION

WHEREAS, on May 20, 2025, the City Council accepted and approved the preliminary and final plat of KEG Addition to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

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

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - A) The final plat shall be recorded within 60 days of the approval of the final plat.
 - B) The applicant shall provide a 10' drainage and utility easement along the perimeter of the plat and 5' on each side of the joint property line.
 - C) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - D) No structures are permitted on Outlot A until after the property is platted in the future.
 - E) A private utility easement shall be provided with the recording in favor of Lot 1 regarding the telephone and electric utilities crossing Outlot A.
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, and to be given to the applicants of said plat.

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

Aye ____; No ____; Absent ____;

Approved and signed this ____ day of ____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

May 7, 2025

To: Planning Commission
From: Community Development Department
RE: Preliminary & Final Plat of KEG Addition.

Background

Eric Martin, on behalf of KEG Investments, LLC, a request for preliminary and final plat of KEG Addition, a one lot and one outlot residential plat. The applicant owns the property at 2025 Edgewood Drive as well as the additional lot to the west. They desire to relocate the joint property line of the two lots to allow for a larger lot to build on in the future. Since the property is previously unplatted code requires the properties to be platted in order to relocate that property line.

The house is an existing structure. The phone and electric lines angle into the house from the south across the to be platted outlot. A private easement will be required to be recorded with the plat addressing these utilities and their location on the neighboring lot.

Due to the outstanding questions that still need to be answered the applicant has chosen to plat the additional lot as an outlot at this point in time. Prior to any structures being constructed on the Outlot, the lot will need to be replatted into a lot. By Statute, an outlot is unbuildable. The lot will be subject to any ordinances in place at the time of the future plat.

Application Review:

Applicant / Owner:	KEG Investments LLC
Location of Property:	2025 Edgewood Drive NE
Existing Zoning:	R-1, Single Family Residential District
Existing Land Use:	The east lot is occupied by a single family residence. The west lot is currently vacant.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Final Plat

Proposed Development:

Size of Subdivision:	0.52± acres
Number of Lots:	One single family residential lot & One Outlot
Lot Configuration:	Both lots are rectangular in shape.

Street Pattern:	The street pattern will not change from what exists today. No ROW is being platted as it does not title to this property.
Services:	Services are existing and are not proposed to change. A private utility easement will need to be granted from the outlot to Lot 1 to allow for the existing private utilities to cross the Outlot to the house.
Timing/Financing of Development:	The applicant is hoping to record the final plat as soon as possible.
Outstanding Assessments:	None
Floodplain:	None
Wetlands:	There are no wetlands on the property.
Storm Water Drainage:	No changes are proposed in coordination with this plat.
Easements:	The applicant is proposing to dedicate a 10' utility easement along the perimeter property lines of both lots. OPU is requesting a 5' utility easement on each side of the joint property line, which will need to be added to the final plat.
County/MNDOT Review:	This plat does not abut a County Road or a State Highway.

Staff Review:

Staff recommends approval of the preliminary and final plat of Pettman Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days from the date of final approval.
- 2) The applicant shall provide a 10' drainage and utility easement along the perimeter of the plat and 5' on each side of the joint property line.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the plat.
- 4) No structures are permitted on Outlot A until after the property is platted in the future.
- 5) A private utility easement shall be provided with the recording in favor of Lot 1 regarding the telephone and electric utilities crossing Outlot A.

Planning Commission:

Preliminary & Final Plat of KEG Addition, which is a 0.52± acre tract land zoned of R-1, Single Family Residential District, by KEG Investments LLC and located at 2025 Edgewood Drive NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) He said a letter submitted by Mr. Will Natzel was included in their packet. Public hearing opened at 5:44 pm. Mr. Wil Natzel, 1560 Woodlawn Avenue, said that he is a fifth-generation Owatonna resident and his grandparents are the original developers of the Echo Heights neighborhood. It was planned as a semi-rural development. He said his concerns in general are that there was originally an easement that was 15' and that is being shrunk to 10'. There is a Jaguar Metronet line that is not on the map. He said he presently lives in the neighborhood, directly to the south is his parents' vineyard. There has been very little outreach from the developer other than this hearing. He said that he's sure it will come back up when the outlot is replatted. Most of the homes are not 90s style homes. They were originally built for his grandparents' friends and families. He said that he built the bike rack outside the building and at the library. His job is public art and architecture and design. Even the extent of this preliminary plat should show more information. Public hearing closed at 5:48 pm. Eickhoff wanted clarification on the plat being incomplete. Kruschke said that their code is very antiquated. A lot of that information is not required like lot owners, but the grading information is required. We deem this plat complete. Eickhoff asked if they're not platting it to build on, why are they doing it now. Kruschke said their goal was to move that interior lot line and it required platting. The code requires this to be platted because it had not been platted before. It's really a title check making sure everything lines up. It's cleaning up a lot of what is existing on this lot. If both of these lots had been platted, there is an administrative process where they could have slid that lot line over 15 feet. Springer-Gasner asked about development covenants. Kruschke said that the City does not enforce private covenants. Eickhoff said he appreciated Mr. Natzel's concerns. A motion was made by Eickhoff and seconded by Springer-Gasner to recommend City Council approval of this preliminary and final plat of KEG Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval of the final plat.
- 2) The applicant shall provide a 10' drainage and utility easement along the perimeter of the plat and 5' on each side of the joint property line.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 4) No structures are permitted on Outlot A until after the property is platted in the future.
- 5) A private utility easement shall be provided with the recording in favor of Lot 1 regarding the telephone and electric utilities crossing Outlot A.

All Commissioners voting Aye, the motion carried.



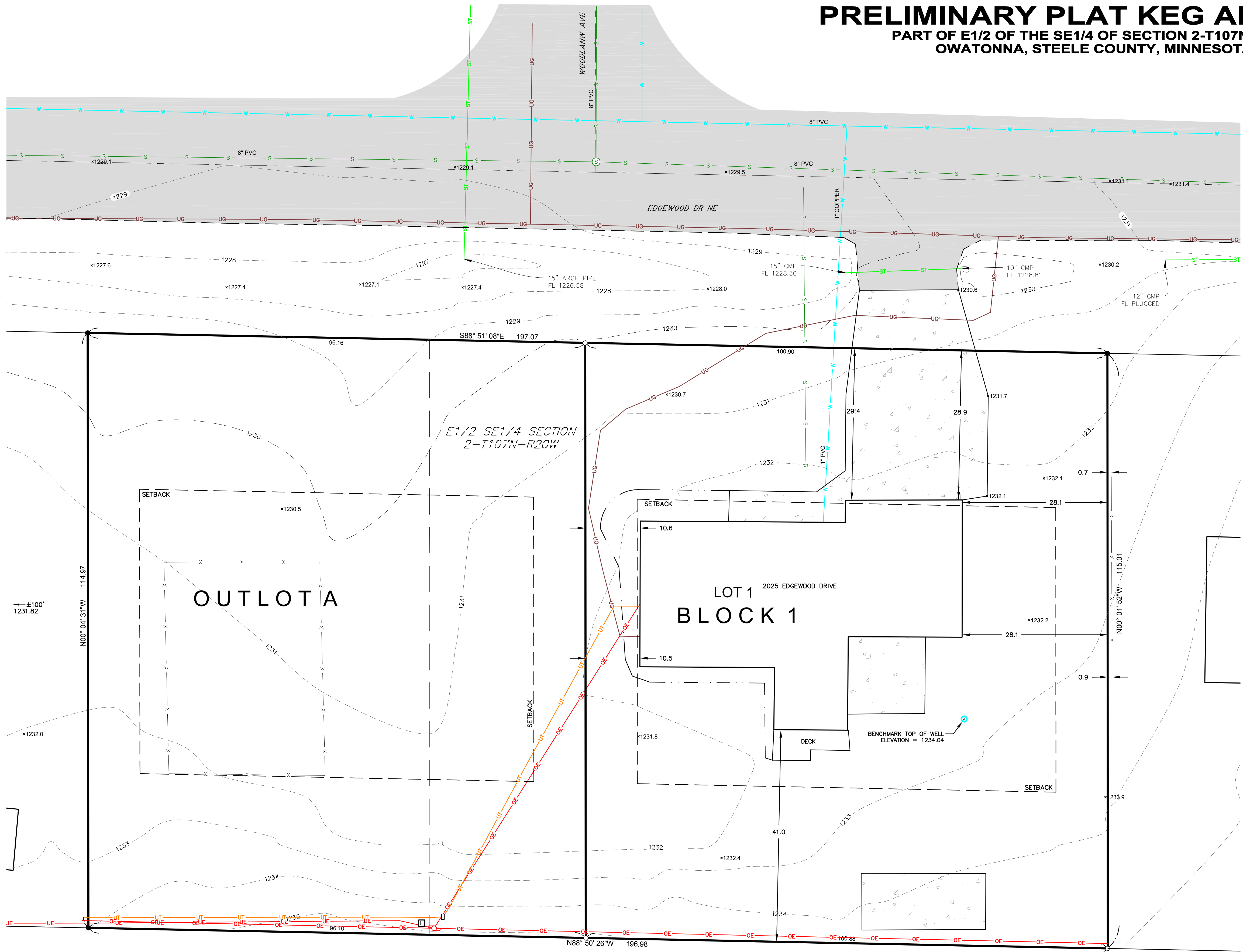
KEG Addition
2025 Edgewood Drive

1:2,926

Date: 4/29/2025
Page 191 of 269

PRELIMINARY PLAT KEG ADDITION

PART OF E1/2 OF THE SE1/4 OF SECTION 2-T107N-R20W
OWATONNA, STEELE COUNTY, MINNESOTA



LEGAL DESCRIPTION

Beginning at a point 1106 feet south and 382.62 feet east of the northwest corner of the E1/2 to the SE1/4 of Section 2-T107N-R20W, Steele County, Minnesota; and running thence East 131 feet; thence South 115 feet; thence West 131 feet; thence North 115 feet to the point of beginning.

AND

Beginning at a point 1106 feet south and 316.62 feet east of the northwest corner of the E1/2 of the SE1/4 of Section 2-T107N-R20W, Steele County, Minnesota; and running thence East 66 feet; thence South 115 feet; thence West 66 feet; thence North 115 feet to the point of beginning.

LEGEND

- O = 5/8 inch X 16 inch iron monument (capped RLS 52646)-Placed
- = Iron monument-Found
- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- X = Fence
- ⊠ = Electric Meter
- ⊞ = Telephone Pedestal
- ⊞ = Hand Hole
- ⊞ = Water Well
- ⊞ = Sanitary Manhole
- 1272- = Elevation Contour Line
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- ⊞ = Concrete Surface
- ⊞ = Bituminous Surface

STREET ADDRESS

2025 EDGEWOOD DRIVE NE
OWATONNA, MN 55060

Zoned: R-1

Single Family Residential
Setbacks:
Front Yard = 30
Side Yard = 10
Rear Yard = 30

AREA

Gross 0.52 ACRES±

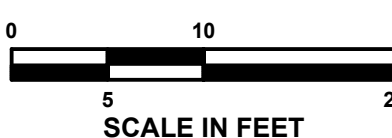
PROPOSED LOT AREA

OUTLOT A 0.25 ACRES±
LOT 1 0.27 ACRES±

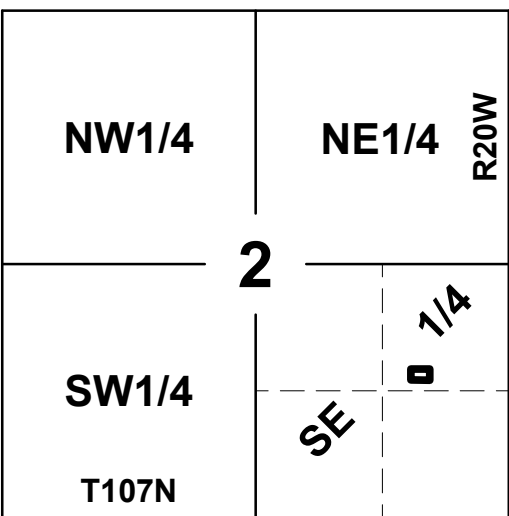
OWNER

KEG Investments LLC
130 RICHARDS PL
OWATONNA MN 55060
507-271-1797

SCALE: 1" = 10'



VICINITY MAP



Scale: 1"=2000'

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Steele County Coordinate system Nad 83 (11) Harn Adjustment Grid

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

Scott A. Tuchtenhagen, L.S. No. 52646

Date: 04/28/2025

COPYRIGHT

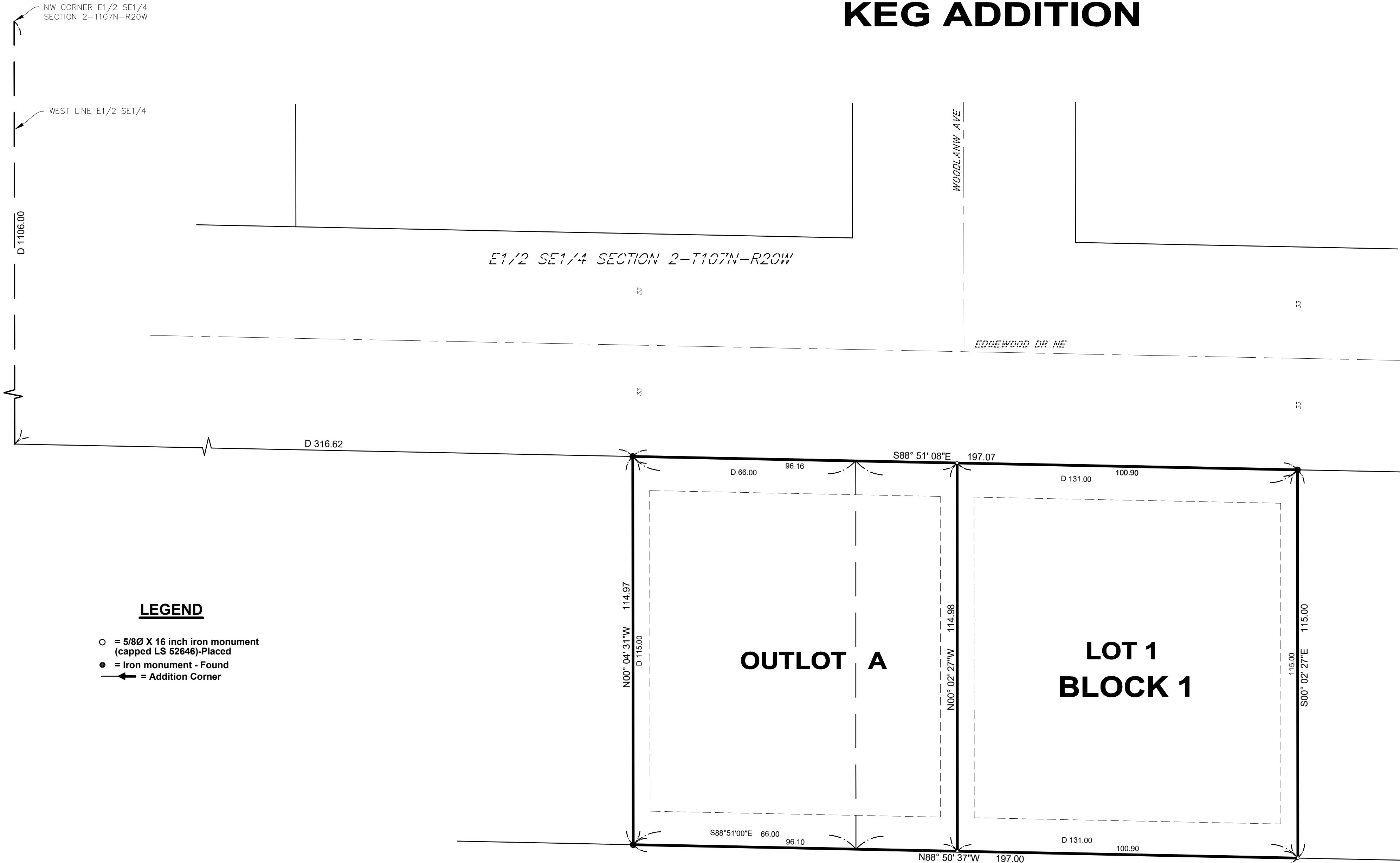
by JONES, HAUGH & SMITH INC.

This drawing and format are protected by Copyright and all rights are reserved. The use of this drawing and format is strictly prohibited without the written consent and permission of Jones, Haugh & Smith Inc.

2008 COUNTY LIDAR DATA ELEVATION 100 FEET SOUTH OF SOUTH LINE 1236.00
(SURVEY CREW WAS TOLD NOT TO ENTER PROPERTY)

JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

KEG ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That KEG Investments LLC, a Minnesota Limited Liability Company, owner of the following described property:

Beginning at a point 1106 feet south and 382.62 feet east of the northwest corner of the E1/2 of the SE1/4 of Section 2-T107N-R20W, Steele County, Minnesota; and running thence East 131 feet; thence South 115 feet; thence West 131 feet; thence North 115 feet to the point of beginning.

AND

Beginning at a point 1106 feet south and 316.62 feet east of the northwest corner of the E1/2 of the SE1/4 of Section 2-T107N-R20W, Steele County, Minnesota, and running thence East 66 feet; thence South 115 feet; thence West 66 feet; thence North 115 feet to the point of beginning.

Has caused the same to be surveyed and platted as KEG ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created herewith, as shown on this plat. In witness whereof said KEG Investments LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper president this

_____ day of _____, 20____.

KEG Investments LLC, a Minnesota Limited Liability Company

Keith Martin, President

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____, by Keith Martin, President of KEG Investments LLC, a Minnesota Limited Liability Company.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

I, Scott A. Tuchtenhagen, hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a true and correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Scott A. Tuchtenhagen, a licensed land surveyor.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

This plat of KEG ADDITION was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on

the _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.1

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of

_____, 20____.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Jennifer Mueller, Property Tax and Elections Director
Steele County, Minnesota

I hereby certify that taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Candi Lemarr, Finance Director
Steele County, Minnesota

Filed in the Office of the County Recorder this _____ day of _____, 20____, at _____ O'clock

____ M., in Book _____ of Plats, Page _____, as Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota

KEG Addition final and preliminary plat in the City of Owatonna

KEG Investments LLC is reconfiguring property lines located in part of the E1/2 of the SE1/4 of Section 2-T107N-R20W, Owatonna, Steele County, Minnesota. The city ordinance requires the investment group to plat the two new lots. There are no current plans for the empty lot to the west of the existing house. This will become an outlot as a part of this project.

OWNER

KEG Investments LLC

130 RICHARDS PL

OWATONNA MN 55060

507-271-1797



Public Works Department

Date: 05/08/2025
Project: KEG Addition
Preliminary Plat Application #: PP-25-2

Staff Review Comments:

Engineering

1. Utility services to 2025 Edgewood Drive (Lot 1 Block 1) shall be relocated on to within the lot prior to the plat being recorded or a private easement shall be provided over the outlot at time of recording.

Stormwater

2. All future development is subject to the items listed in this review document and the following provisions as applicable:
 - a. City of Owatonna Stormwater Management Code 52.00.
 - b. City of Owatonna Grading Permit and associated design requirements.
3. All construction drawings, plans, reports, and documentation used to obtain the City Grading Permit shall be prepared in accordance with the most recent design standards, checklists, and guidance documents.
4. All future construction shall provide critical elevations including:
 - a. Emergency overflow elevations, locations, directions, and routing.
 - a. 100-yr HWL for all low areas and areas of ponding water.
 - b. Elevations of nearby structure low openings.
 - c. Spot/control elevations and slope percent for all swales, ditches, and drainage paths.

Please provide a written response to each review item in this document. Include the applicant's comments in distinct text color along with each comment provided by the City. All plan revisions shall be summarized, signed, and dated accordingly. When uploading new plans, the submission date shall be included in the title. It is the responsibility of your project team to review each City standard applicable to this project for inclusion and accuracy in submitted documents, plans, drawings, and application details.

Sean Murphy, PE
Director of Public Works and City Engineer

PUBLIC WORKS DEPARTMENT

540 WEST HILLS CIRCLE | OWATONNA, MN 55060-4701 | OWATONNA.GOV | 507.444.4350

May 10, 2025

Wil Natzel, M.Arch, Assoc. AIA
1560 Woodlawn Ave
Owatonna, MN 55060
wil@icecycle.com
507-475-1584

Kelly Rooks, Chair
Owatonna Planning Commission
540 West Hills Circle
Owatonna, MN 55060

Dear Kelly Rooks,

I am writing to formally contest the proposed platting of 2025 Edgewood Drive (Keg Addition) within the Echo Heights neighborhood of Owatonna. As a current resident, a fifth-generation Owatonna, and a designer with a Master of Architecture and deep familial ties to this community, I am concerned about both the historical context and several technical shortcomings associated with this plat. This letter is submitted as part of my response to the public hearing scheduled with the Owatonna Planning Commission on May 13, 2025, at 5:30 PM, and I request that it be incorporated into the public record as a formal public hearing comment, shared with Commission members, and included alongside the staff report.

Echo Heights was envisioned and established by my grandparents, Ed and Bea Natzel, in the 1960s as a low-density, rural-edge development initially located within Steele County. As the developer, my grandfather laid out the neighborhood in response to the natural topography, resulting in a diverse range of lot shapes and sizes, while my grandmother selected the street names. Their approach reflected a holistic vision for a cohesive residential community rather than a patchwork of parcels. The neighborhood's distinct historical character, defined by its narrower streets, varied lots, and woodland scale, remains central to its identity and enduring appeal to its residences today.

One significant concern is that the narrow lot under consideration was originally intended as an access corridor to the adjacent land, not as a buildable residential lot. Its constrained dimensions reflect this use, and any conversion into a residential lot would appear to contradict the original development intent and compromise the overall planning integrity of the neighborhood.

In addition to these contextual concerns, I respectfully raise the following technical and procedural issues:

- **Easement Documentation:** All existing public and private easements and encumbrances should be clearly shown on the plat and adjacent properties. I believe there is an existing 15-foot utility easement along the rear of the lot, which appears to be omitted in the proposed version. This easement should remain at its original width to remain consistent with adjacent properties. To my knowledge, there is no corresponding easement to the south on the adjacent Vineyard Farm Parcel, which remains in active agricultural use.
- **Incomplete Plat Information:** The submitted plat appears incomplete and may contain several inaccuracies. It does not indicate all existing easements and underground utilities, such as Metronet/Jaguar fiber lines, which may extend further into the property. In addition, it appears to be missing certain Necessary Data required for a Preliminary Plat under city code, including the identification of neighboring owners, parcels, and other relevant information within 100 feet of the plat. These omissions raise legitimate concerns and, in my view, warrant a complete revision and resubmission of the plat to ensure clarity, accuracy, and full compliance. Any existing utility service lines to nearby residences should also be identified and relocated as necessary to avoid crossing proposed lot lines.
- **Lack of Access Details:** Not all driveways, access points, or future utility service locations are shown.
- **Developer Transparency:** The staff report does not appear to include a letter from the developer or surveyor outlining their qualifications, future plans for the outlot, a proposed home design, or mention any pending purchase agreement that might clarify their intentions. Additional detail from the applicant would help clarify whether this is a speculative plat or part of a well-considered contextual family home construction. Given the number of available platted lots elsewhere in the city, it is reasonable to ask whether this addition meets a genuine housing need.
- **Community Engagement:** To my knowledge, aside from the standard public hearing notice, there has been no visible outreach from the developer, surveyor, or city staff to nearby residents, particularly those with long-standing knowledge of the area. This absence of engagement is concerning for a neighborhood so rooted in historical context and personal legacy.

My parents continue to reside in Echo Heights and own the property directly south of the proposed plat, known as the Vineyard Farm Parcel. This proposal would directly impact their property, vines, and by extension, our family's long-standing presence in the neighborhood.

I also reside in Echo Heights and remain deeply invested, both personally and professionally, in the neighborhood's future. I hold a Master of Architecture from the Cranbrook Academy of Art and am an Associate Member of the American Institute of Architects. My design practice spans

architecture, public art, and community engagement. I have served as an Artist-in-Residence with Twin Cities Pride and recently completed a fellowship with the Institute for Public Architecture in New York City.

My work includes public and private projects for organizations such as Twin Cities Pride, SooVAC, Gamut Gallery, and the Institute for Public Architecture, with completed projects in New York, Minneapolis, Saint Paul, and Dallas. In Owatonna, I have completed several projects for the City, including The Light of Learning installation at the Public Library and custom bike racks at City Hall and the Library. Across all my work, I emphasize the importance of place, history, and community inclusion, values that seem notably absent from the current platting process.

Given the apparent survey issues, the lack of transparency and outreach, the disregard for the site's historical context, and the repurposing of a lot not originally intended for housing, I respectfully urge the Planning Commission and city staff to reject the plat in its current form.

My family and I would welcome the opportunity to discuss these concerns and suggestions in person with the Planning Commission and city staff. Thank you for your consideration, and I look forward to future, productive conversations.

Sincerely,
Wil Natzel, M.Arch, Assoc. AIA
Echo Heights Resident
Fifth-Generation Owatonnan

cc: Troy Klecker, Community Development Director
Greg Kruschke, Community Development Manager



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 28-25 - Preliminary Plat - Mineral Springs Estates

Purpose:

Requesting City Council approval of Resolution 28-25 for approval of the Preliminary Plat of Mineral Springs Estates.

Background:

See attached staff report.

Approval of the Preliminary Plat of Mineral Springs Estates is recommended by the Planning Commission.

Budget Impact:

None with this request.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 28-25 Preliminary Plat - Mineral Springs Estates
2. Staff Report - Mineral Springs Estates Preliminary Plat

RESOLUTION NO. 28-25

A RESOLUTION APPROVING PRELIMINARY
PLAT OF MINERAL SPRINGS ESTATES

WHEREAS, on May 20, 2025, the City Council accepted and approved the preliminary plat of Mineral Springs Estates to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

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

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - A) The final plat shall be recorded within 60 days of the approval of the final plat.
 - B) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - C) The conditions of the PUD shall be adhered to at all times.
 - D) A development agreement will need to be recorded along with the final plat.
 - E) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District prior to the final plat approval.
 - F) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
 - G) All conditions included in the City Engineer's memo dated 5/8/2025 shall 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, and to be given to the applicants of said plat.

Passed and adopted this _____ day of _____, 2025; with the following vote:

Aye ____; No ____; Absent ____;

Approved and signed this _____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

May 8, 2025

To: Planning Commission
From: Community Development Department
RE: Preliminary Plat of Mineral Springs Estates

Background

Stephen Wheeler, Prairie LaSalle Partners, and Chad Lange, Festal Farms are requesting preliminary plat approval of Mineral Springs Estates, a 36 lot and 12 outlot residential development of 82.72 acres east of River Springs Waterpark. The property is being replatted into a master planned neighborhood with a multitude of housing types. The Developer is moving forward with this project again and making the first addition a little larger than what was approved in 2023 by extending this construction phase to the east boundary.

The applicant is planning to construct 7th Avenue NE to extend into the property. Dakota Lane NE, the east / west street will be constructed to an extension of Hemlock Ave NE. Mass grading will occur for all of Phase 1. The Developer has indicated that all construction traffic will be using Outlot E for the grading and infrastructure construction. A 20' temporary access road will be constructed to accommodate this traffic.

Outlots E, G, & H make up what will be called Stoneridge Lane NE. The City views this street as a local collector as well as a key utility corridor. The Sanitary Sewer Study shows a 24" trunk sanitary sewer main is proposed in this right of way. This trunk main is needed to service the land to the east. This main needs to be constructed through this development and will be a requirement of future phases within the development agreement.

The City adopted the PUD for the Mineral Springs Estates development in 2023 with an amendment approved in the fall of 2023. The proposed plat conforms to the adopted PUD.

As part of the PUD and this development the developer is proposing public sidewalks on both sides of all streets within this phase. The sidewalks will not extend to the south on 7th Ave and Hemlock Ave as there are none existing within that development. All streets have been narrowed down to 36' wide streets face to face of the curb. These are 4' narrower than the sections of 7th and Hemlock that they will be tying into.

Application Review:

Applicant/Owner:	Prairie LaSalle Partners / Chad Lange, Festal Farms
Location of Property:	East of St Paul Road and north of Lee Street
Existing Zoning:	PUD, Planned Unit Development
Existing Land Use:	The land is currently vacant.

Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Construction Access Drawing 4. Application Narrative
<u>Proposed Development:</u>	
Size of Subdivision:	82.72± acres
Number of Lots:	36 new lots and 12 Outlots
Lot Configuration:	The lots are generally rectangular in shape. The outlots are irregularly shaped to match future development areas or rights of way.
Street Pattern:	7 th Avenue NE will be extended to service this subdivision. A new public street will be constructed east and west. A private driveway will be constructed for access to the units in Blocks 3 & 4. Temporary turn arounds will need to be constructed on all streets that are dead ends temporarily.
Services:	Services are available in 7 th Avenue NE and will be extended north to service this phase.
Timing/Financing of Development:	The applicant is hoping to record the final plat soon and start construction this summer on phase 1.
Outstanding Assessments:	None.
Floodplain:	None.
Wetlands:	The property has numerous wetlands. The approved delineation and replacement plan will need to be adhered to. The developer is proposing to provide a minimum of a 20' setback from all wetlands.
Storm Water Drainage:	The applicant is proposing to construct stormwater facilities on site to meet the ordinance.
Easements:	The plat proposes perimeter lot easements throughout the development.
County/MNDOT Review:	This plat is not adjacent to a state or county ROW.

Staff Review:

Staff recommends approval of the preliminary plat of Mineral Springs Estates with the following conditions:

- 1) The final plat shall be recorded within 60 days of the date of approval of the final plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The conditions of the PUD shall be adhered to at all times.
- 4) A development agreement will need to be recorded along with the final plat.
- 5) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District.
- 6) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
- 7) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.

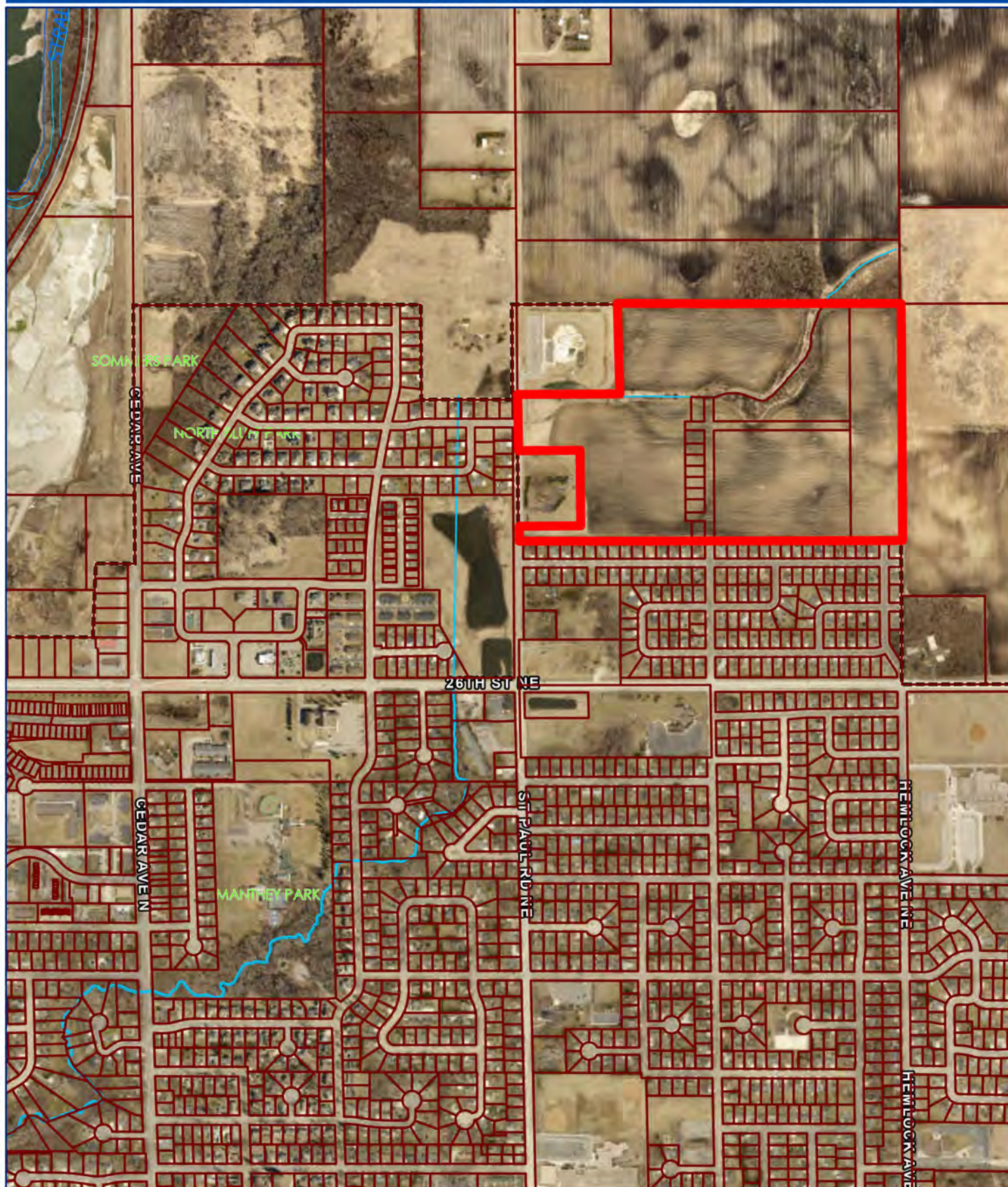
Planning Commission:

Preliminary Plat of Mineral Springs Estates, which is a 82.72± acre tract of land zoned PUD, Planned Unit Development, by Prairie LaSalle Partners / Chad Lange, Festal Farms and located east of St. Paul Road and north of Lee Street NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) He said that there is a letter from Steele County Soil and Water Conservation District. This was originally approved in 2023, but there are some questions on Wetland 8. Widseth has the information and will be in contact with Soil and Water. Everything is in compliance with the PUD. Public hearing opened at 5:38 pm. Craig Britton with Widseth was present representing Prairie LaSalle. He said they have approved the staff comments are in agreement with all seven conditions. They will address the wetland. Wetland 8 is outside of the grading limits, but they will clarify that with Soil and Water. Public hearing closed at 5:40 pm. Eickhoff said that it's great this project is going again and is a welcomed thing for the City. A motion was made by Springer-Gasner and seconded by Eickhoff to recommend City Council approval of this preliminary plat of Mineral Springs Estates with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval of the final plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The conditions of the PUD shall be adhered to at all times.
- 4) A development agreement will need to be recorded along with the final plat.
- 5) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District prior to the final plat approval.
- 6) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
- 7) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.

All Commissioners voting Aye, the motion carried.

Mineral Springs Estates City of Owatonna



Site

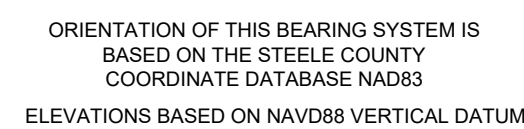
April 24, 2023



1:15,000

1 in = 1,250 ft

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



- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41643
-  = DENOTES FOUND IRON MONUMENT
-  = DENOTES SHRUB
-  = DENOTES CONIFEROUS TREE
-  = DENOTES DECIDUOUS TREE
-  = DENOTES TELEPHONE PEDESTAL
-  = DENOTES WATER HYDRANT
-  = DENOTES CHAINLINK FENCE
-  = DENOTES EDGE OF WOODS LINE
-  = DENOTES PROPOSED UNDERGROUND STORM LINE
-  = DENOTES PROPOSED UNDERGROUND SANITARY LINE

DRAINAGE AND UTILITY EASEMENTS ARE AS SHOWN BELOW

10 5 5 10

INTERIOR SIDE LOT LINE

ROAD LINE

BEING 5 FEET IN WIDTH AND ADJOINING AN INTERIOR SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING ALL ROAD LINES UNLESS OTHERWISE SHOWN.

DESCRIPTION: ALL OF BLOCKS 1-5, AND OUTLOT A,
GOOD SAMARITAN ADDITION
AND
PART OF THE SOUTHEAST QUARTER
ALL IN SEC. 34, T.108, R.20
STEELE COUNTY, MINNESOTA

PROPOSED DESCRIPTION:	LOTS 1 - 17, BLOCK 1, LOT 1 AND LOT 2, BLOCK 2, LOT 1 AND LOT 2, BLOCK 3, LOT 1 - 9, BLOCK 4, LOT 1 - 4, BLOCK 5, LOT 1 AND LOT 2, BLOCK 6 OUTLOT A - OUTLOT L, MINERAL SPRINGS ESTATES
-----------------------	---

OWNER	MINERAL SPRINGS ESTATES, LLC
-------	------------------------------

ADDRESS: 3611 85TH STREET NW
ORONOCO, MN 55960

SURVEYOR: WIDSETH
7804 INDUSTRIAL PARK RD
BAXTER, MN.

AREA: 82.72 ACRES, MORE OR LESS

DATE: APRIL 21, 2023

PARCEL NUMBERS FOR THE
SUBJECT PROPERTY ARE:

17-039-2100, 17-606-0201, 17-606-0001, 17-606-0101
17-606-0301, 17-606-0401, 17-606-0402, 17-606-0403
17-606-0404, 17-606-0405, 17-606-0406, 17-606-0407,
17-606-0501

THERE ARE NO ADDRESSES LISTED FOR THE
SUBJECT PROPERTIES.

ACCORDING TO THE FEMA FLOOD MAP SERVICE
CENTER MAP NUMBER 27147C0152C EFFECTIVE DATE
12-02-2011 THE SUBJECT PROPERTY IS WITHIN ZONE
X (AREA OF MINIMAL FLOOD HAZARD).

ACCORDING TO THE STEELE COUNTY ON-LINE
PARCEL MAPPING APPLICATION, THE SUBJECT
PROPERTY IS CURRENTLY LOCATED WITHIN THE PUD
PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

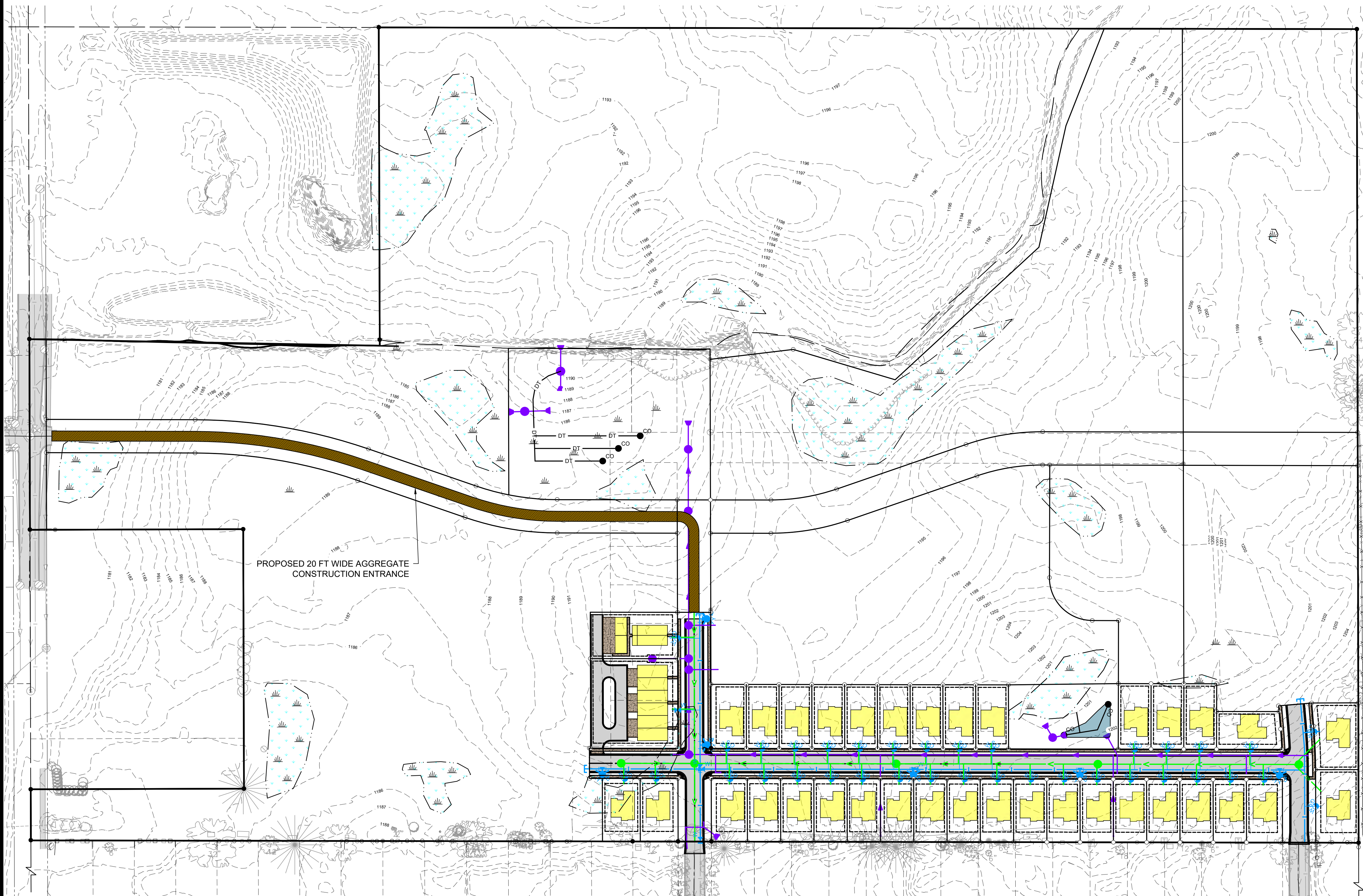
WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

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.

CRAIG N BRITTON DATE: 4/21/2023 LIC. NO. 44228

PROPOSED 20 FT WIDE AGGREGATE CONSTRUCTION ENTRANCE EXHIBIT

MINERAL SPRINGS ESTATES



- 0 100 200
SCALE (IN FEET)
- ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEELE COUNTY
COORDINATE DATABASE NAD83
ELEVATIONS BASED ON NAVD88 VERTICAL DATUM
- = DENOTES FOUND IRON MONUMENT
 - = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON
PIPE MONUMENT SET AND MARKED RLS # 41643
 - ⬤ = DENOTES FOUND IRON MONUMENT
 - ⊙ = DENOTES SHRUB
 - ⊗ = DENOTES CONIFEROUS TREE
 - ⊕ = DENOTES DECIDUOUS TREE
 - ⊞ = DENOTES TELEPHONE PEDESTAL
 - ⊛ = DENOTES WATER HYDRANT
 - = DENOTES CHAINLINK FENCE
 - ~~~~~ = DENOTES EDGE OF WOODS LINE
 - X—X—X— = DENOTES PROPOSED UNDERGROUND STORM LINE
 - X—X—X—X— = DENOTES PROPOSED UNDERGROUND SANITARY LINE

4/25/2025

To: Greg Kruschke, Community Development Manager, and the City of Owatonna

RE: Mineral Springs Estates Residential Development Narrative

Rochester

3777 40th Avenue NW
Suite 200
Rochester MN 55901

507.292.8743

Rochester@Widseth.com
Widseth.com

Dear Mr. Kruschke and members of the City Council,

The proposed preliminary plat is an amendment to the previous Mineral Springs Estates submittal in August of 2023. The revision involves the addition of 15 single family detached dwellings on Dakota Lane NE and the extension of Dakota Lane NE east to Hemlock Avenue NE. With the proposed revision, we are proposing 36 single-family residential lots and 2 multi-family residential parcels. Some of the wetlands will be removed as part of the natural progression of development, and some will remain and become natural areas to be enjoyed for active recreation activities like walking, biking, running, etc.

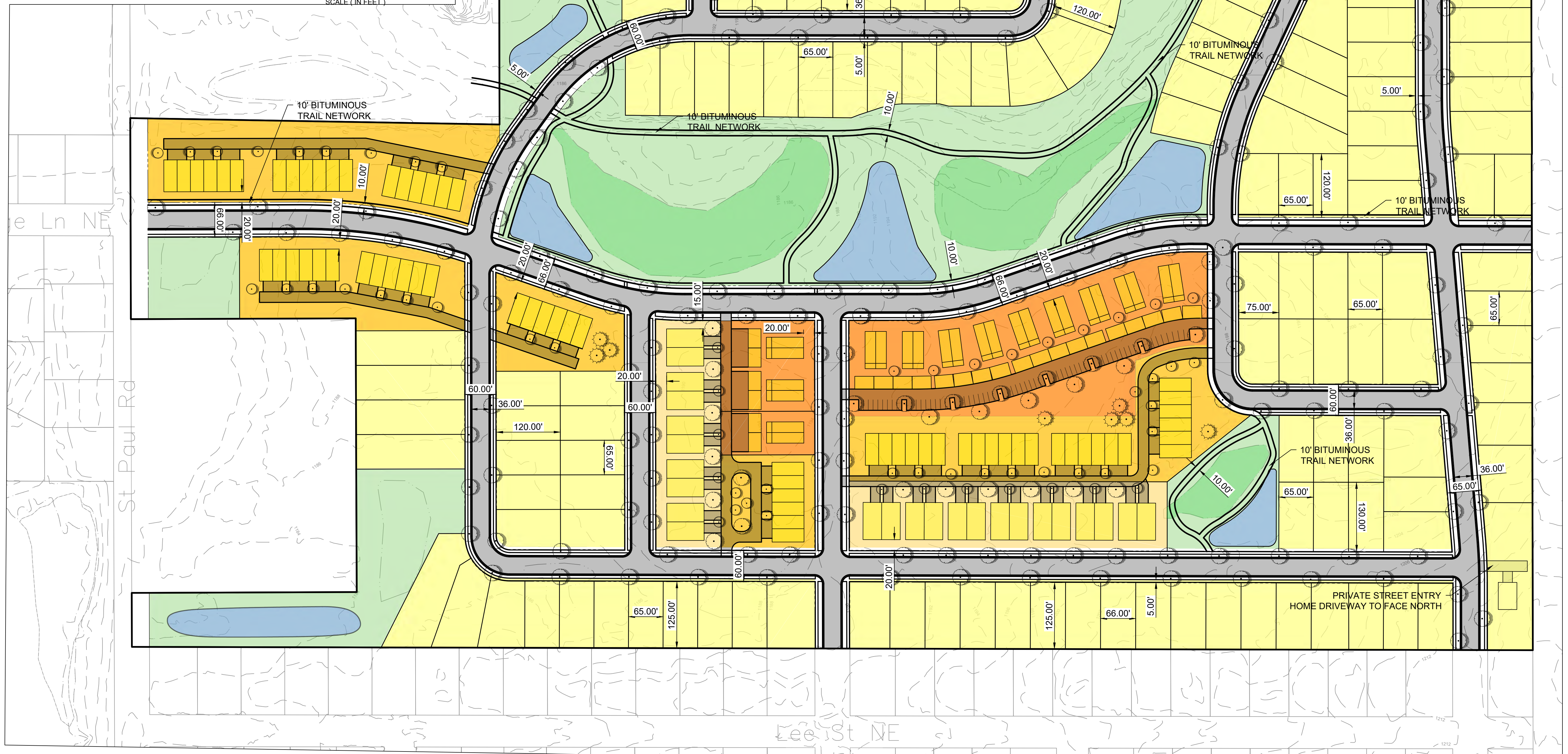
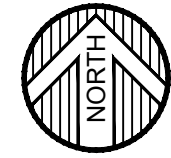
	DENOTES PROPOSED SINGLE-FAMILY DETACHED (R2)
	DENOTES PROPOSED SINGLE-FAMILY ATTACHED (R3)
	DENOTES PROPOSED TOWNHOUSES (R3)
	DENOTES PROPOSED 6 UNIT MULTI-FAMILY (R6)
	DENOTES PROPOSED OPEN SPACE
	DENOTES EXISTING WETLANDS
	DENOTES PROPOSED STORMWATER PONDS

EVERGREEN TREE

Single-family Detached Lot Size:
Width: 65 ft minimum
Depth: 120' (+/-)
Lot Area: 7,800 sq ft minimum

Single-family Attached Lot Size:
Width: 80 ft minimum per pair
Depth: 120' (+/-)
Lot Area: 5,000 sq ft minimum

Minimum Off-street Parking :
Two Stalls per unit



SCALE: AS SHOWN
DRAWN BY: RSH
CHECKED BY: CNB
JOB NUMBER: 2022-11572

MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA



STEELE COUNTY
Soil and Water Conservation District

235 Cedardale Drive SE
Owatonna MN 55060
507-451-6730 Ext. 3
www.steeleswcd.org

5/13/25

To Whom it May Concern:

I have reviewed the plats for the Keg Addition and Mineral Springs Estates.

The Mineral Springs Estates was reviewed by matching the plat with the approved replacement plan from 10/2023. This plat cannot be approved with the information provided. The plat provided for review extended farther to the east than what was provided to the LGU and reviewed by the Technical Evaluation Panel (TEP) in the replacement plan application. Compare the city plat with pages 12 and 13 on the attached Joint Application for Wetland Replacement, especially the east end point of the development.

In the approved replacement plan, wetland 6 was impacted and accounted for. The plat in the 10/2023 decision stopped just to the west of wetland 7. The current plat received from the city while still avoiding wetland 7, may impact wetland 8. The TEP was not able to determine if wetland 8 would be impacted from the materials provided. If the development was overlayed on the approved wetland delineation map, page 11, it would be helpful and the TEP will review the plat again.

The TEP asked for this material, but it was not received as of the writing.

The Keg Addition was reviewed using satellite imagery, the National Wetland Inventory, and a site visit. No evidence of a WCA regulated wetland was found on site.

Regards,

Eric Gulbransen
Steele SWCD
235 Cedardale Dr. SE
Owatonna, MN 55060
(507)451-6730 x3



DATE: May 20, 2025
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: Resolution 29-25 - Accepting Bids and Awarding Contract - 2025 Taxilane and Parking Lot Reconstruction

Purpose:

Request City Council approval of Resolution 29-25 accepting bids and awarding contract for the airport's 2025 Taxilane and Parking Lot Reconstruction Project.

Background:

Bids were received and opened on April 25, 2025, for this project. Bids were received from seven (7) companies as follows:

Bidder	Total Bid
Ulland Brothers, Inc.	\$476,162.51
ICON, LLC	\$539,090.00
Heselton Construction, LLC	\$550,000.00
BCM Construction, Inc.	\$555,597.50
Crane Creek Asphalt	\$560,095.00
Wencl Construction Inc.	\$568,120.00
JJD Companies, LLC	<u>\$676,675.00</u>
ENGINEER'S ESTIMATE:	\$518,590.00

The project will reconstruct a section of taxilane located in the airport hangar building area that is in very poor condition with distress to the point that reconstruction is needed. The project also involves the reconstruction of the main automobile parking lot and access road. This pavement has undergone a number of pavement maintenance crack sealing and sealcoats but has deteriorated to the point that the airport engineering firm now recommends reconstruction.

The engineer (Short, Elliot, and Hendrickson – SEH) recommends acceptance of the bids and that the project be awarded to the lowest responsible bidder, Ulland Brothers, LLC in the amount of \$476,162.51 (See attached Engineers Bid Award Recommendation Letter). The total bid is approximately 8.2% below the engineer's estimate. The Airport Commission has reviewed the bids and recommends approval.

Budget Impact:

Based on the low bid received, the construction cost will be \$476,162.51. This cost is eligible for a combination of FAA and MnDOT grant funding. The project grant eligibility is generally 95% federal with an additional 2.5% state funding. There are certain portions of the work that are not federally eligible but would be state eligible. The local share to be funded from CIP funding sources is anticipated to be \$21,685.15:

Anticipated Funding Participation (based on eligibility of items)

Federal Funding:	\$416,536.64	(87.5%)
State Funding:	37,940.72	(8.0%)
Local Funding:	21,685.15	(4.5%)
Total:	\$476,162.51	

Staff Recommendation:

Staff recommends approval of this resolution, accepting the bids and awarding the contract to Ulland Brothers, Inc. of Albert Lea, MN contingent on securing the required Federal Aviation Administration (FAA) and MnDOT Aeronautics grant funding participation as anticipated.

Attachments:

1. Res 29-25 Accepting Bids and Awarding Contract - Airport Taxilane and Parking Lot Reconstruction
2. Recommendation of Award Letter

RESOLUTION NO. 29-25
A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2025 Taxilane and Parking Lot Reconstruction Project bids were received from seven (7) companies. The following bids were received:

Bidder	Bid
Ulland Brothers, Inc.	\$476,162.51
ICON, LLC	\$539,090.00
Heselton Construction, LLC	\$550,000.00
BCM Construction, LLC	\$555,597.50
Crane Creek Asphalt	\$560,095.00
Wencl Construction Inc.	\$568,120.00
JJD Companies, LLC	\$676,675.00

WHEREAS, the lowest responsible bidder was Ulland Brothers, Inc. of Albert Lea, MN.

WHEREAS, City staff and consultant has reviewed the bids and recommends accepting the low bid for the project in the amount of \$ 476,162.51.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Ulland Brothers, Inc. in the name of the City of Owatonna for the Airport 2025 Taxilane and Parking Lot Reconstruction Project according to the bid documents subject to securing the anticipated federal and state grants for the project.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Aye __; No ____; Absent ____.

Approved and signed this ____ day of ____, 2025.

Matther T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Building a Better World
for All of Us®

April 29, 2025

RE: Owatonna Degner Regional Airport
2025 Taxilane and Paarking Lot
Reconstruction
SEH No. OWATO 184207

Dave Beaver
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

On 10:00 a.m., Friday, April 25, 2025, seven bids were received for the above-referenced project. The bids ranged from a high of \$676,675.00 to a low of \$476,162.51. The low bid received was submitted by Ulland Brothers, Inc., of Albert Lea, MN, in the amount of \$476,162.51.

Contractor	Total Bid
Ulland Brothers, Inc.	\$476,162.51
ICON, LLC	\$539,090.00
Heselton Construction, LLC	\$550,000.00
BCM Construction, Inc.	\$555,597.50
Crane Creek Asphalt	\$560,095.00
Wencl Construction Inc.	\$568,120.00
JJD Companies LLC	\$676,675.00
Engineer's Estimate	(\$518,590.00)

In reliance on our experience with Ulland Brothers, Inc. and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to Ulland Brothers, Inc., in the amount of \$476,162.51, which compares favorably with the engineer's estimate shown above.

Sincerely,

Jake Jorgenson, PE
Project Manager

x:\ko\owato\184207\6-bid-const\bidding documents\recommendation of award letter.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



CITY OF
OWATONNA

Miscellaneous



DATE: May 20, 2025
TO: Mayor and City Council
FROM:
SUBJECT: Professional Services Agreement: Construction Services Taxilane and Parking Lot Reconstruction Project - SEH, Inc.

Purpose:

To approve the Supplemental Letter Agreement with SEH, Inc. for professional engineering services for the construction phase of the airport taxilane and parking lot reconstruction.

Background:

The agreement provides for professional engineering services for the construction of the project including survey control, construction observation, preparing pay estimates, recording drawings, and overall project management services to include quality assurance testing by subconsultant.

This project consists of the reconstruction of a taxilane pavement section in the hangar building area and the automobile parking lot and access road. Both pavement areas are beyond their useful life and deteriorated to the point that reconstruction is recommended by the engineer (See figure in agreement for location depiction).

The Airport Commission has reviewed the Supplemental Letter of Agreement and recommends approval.

Budget Impact:

The professional services agreement for the construction phase of the work is for a total lump sum fee of \$74,700.00 as reflected in the attached supplemental letter agreement. These costs are eligible for a combination of FAA and MnDOT Aeronautics grant funding. The project grant eligibility is generally 95% federal with an additional 2.5% state funding. There are certain portions of the work that are not federally eligible but would be state eligible.

Based on these eligibility determinations, the local share of the design agreement is anticipated to be \$3,078.00.

Staff Recommendation:

Staff recommends approval of the Supplemental Letter Agreement contingent upon securing FAA/MnDOT grant funding participation.

Attachments:

1. 2025 Taxilane and Parking Lot_ CA_SEH Proposal

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Owatonna ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective March 6, 2024, this Supplemental Letter Agreement dated May 20, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Taxilane and Parking Lot Reconstruction CA.

Client's Authorized Representative: _____

Address: 540 W Hills Cir, Owatonna, Minnesota 55060, United States

Telephone: _____ **email:** _____

Project Manager: Jake Jorgenson

Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110

Telephone: 612.219.8858 **email:** jjorgenson@sehinc.com

Scope: The Services to be provided by Consultant:

A detailed scope of services can be found in attachment A1 and A2.

The lump sum fee is \$74,700 including expenses and equipment.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

Short Elliott Hendrickson Inc.

City of Owatonna

By:  _____

By: _____

Full Name: Shawn McMahon

Full Name: _____

Title: Principal

Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Owatonna (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 20, 2025

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

ATTACHMENT A1
SCOPE OF ENGINEERING SERVICES – FAA ELIGIBLE AREAS
2025 TAXILANE AND PARKING LOT RECONSTRUCTION
OWATONNA DEGNER REGIONAL AIRPORT
OWATONNA, MINNESOTA

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

Project Description and Scope

This project consists of the reconstruction of a taxilane pavement section in the building area. The pavement is identified as TLA-002 in the MnDOT Pavement Condition Report. The taxilane being reconstructed is also shown in Figure 1 below. Major aspects of the construction include grading, import of base material, and paving. The overall site will be graded to drain following existing drainage patterns. This project also includes reconstruction of the parking lot and access road. Major aspects of the construction include import of select granular material, import of base material to construct a stable section. Once the new parking lot and access road is brought to grade with the aggregate base they will be paved with asphalt in multiple lifts.

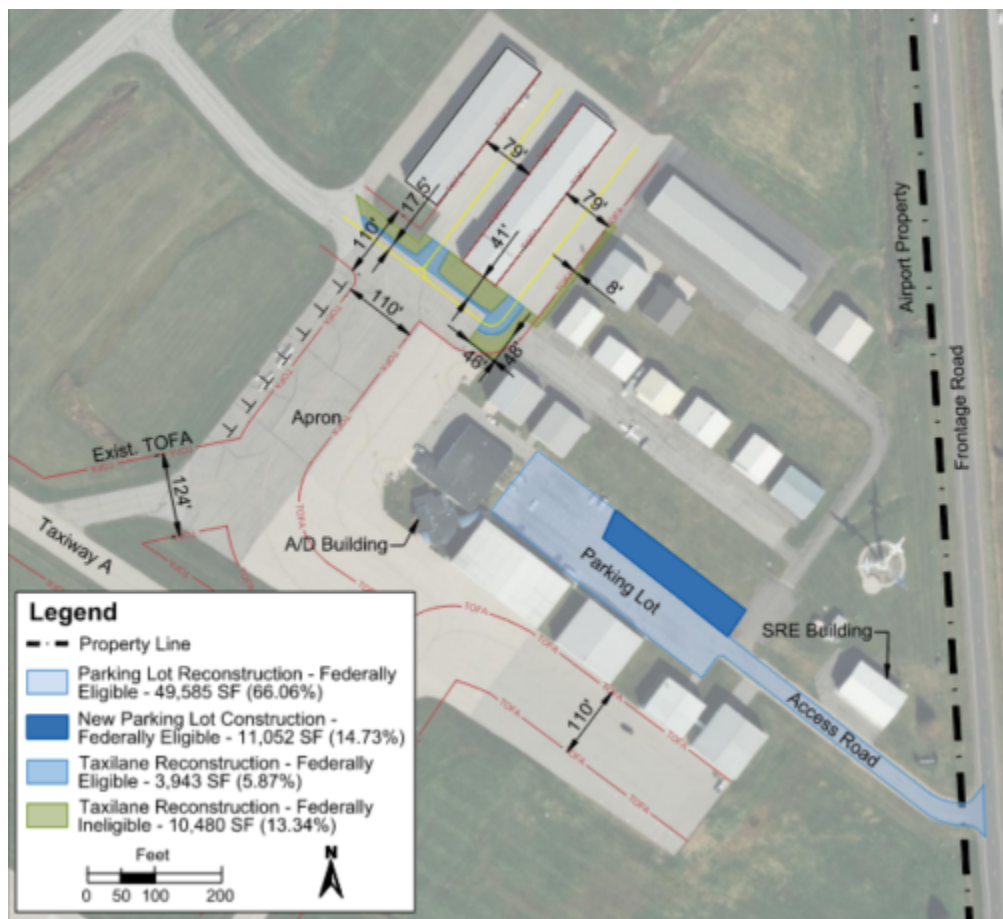


Figure 1

This proposal will provide construction services associated with the construction phase of the project. The time of substantial completion for construction is anticipated to be 18 working days. It is anticipated that work will be performed during the weekdays, with occasional work on Saturday. Materials are expected to be ordered upon receipt of the grant and construction is anticipated to start dependent on the schedule of the materials. Work on the taxilane has eligible and ineligible portions. An eligibility breakdown can be found in Figure 1.

SCOPE OF SERVICES:

Services to be provided under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by SEH include the following:

1. Establish Survey Control. SEH will provide survey control for the project. Control points for horizontal and vertical control will be established and provided to the Contractor.
2. Preconstruction Activities. A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.
3. Submittal and Shop Drawing Review. SEH will review product and material data, shop drawings, mix design, samples, and other items required to be submitted by the contractor.
4. Construction Observation. SEH will provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
5. Pay Estimates. SEH will prepare partial pay estimates and one final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
6. Final Inspection / Punchlist. A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items needing correction.
7. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
8. As-Built ALP Update. The Airport Layout Plan Sheet will be updated and routed to the City, MnDOT and FAA as needed.
9. FAA Project Closeout Report. The Consultant will prepare a "Project Closeout Report" as required by the FAA and using "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
10. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. Quality assurance testing for compaction and paving work will be performed by Braun Intertec of St. Cloud, Minnesota.

ATTACHMENT A2
SCOPE OF ENGINEERING SERVICES – FAA INELIGIBLE AREAS
2025 TAXILANE AND PARKING LOT RECONSTRUCTION
OWATONNA DEGNER REGIONAL AIRPORT
OWATONNA, MINNESOTA

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

Project Description and Scope

This project consists of the reconstruction of a taxilane pavement section in the building area. The pavement is identified as TLA-002 in the MnDOT Pavement Condition Report. The taxilane being reconstructed is also shown in Figure 1 below. Major aspects of the construction include grading, import of base material, and paving. The overall site will be graded to drain following existing drainage patterns. This project also includes reconstruction of the parking lot and access road. Major aspects of the construction include import of select granular material, import of base material to construct a stable section. Once the new parking lot and access road is brought to grade with the aggregate base they will be paved with asphalt in multiple lifts.

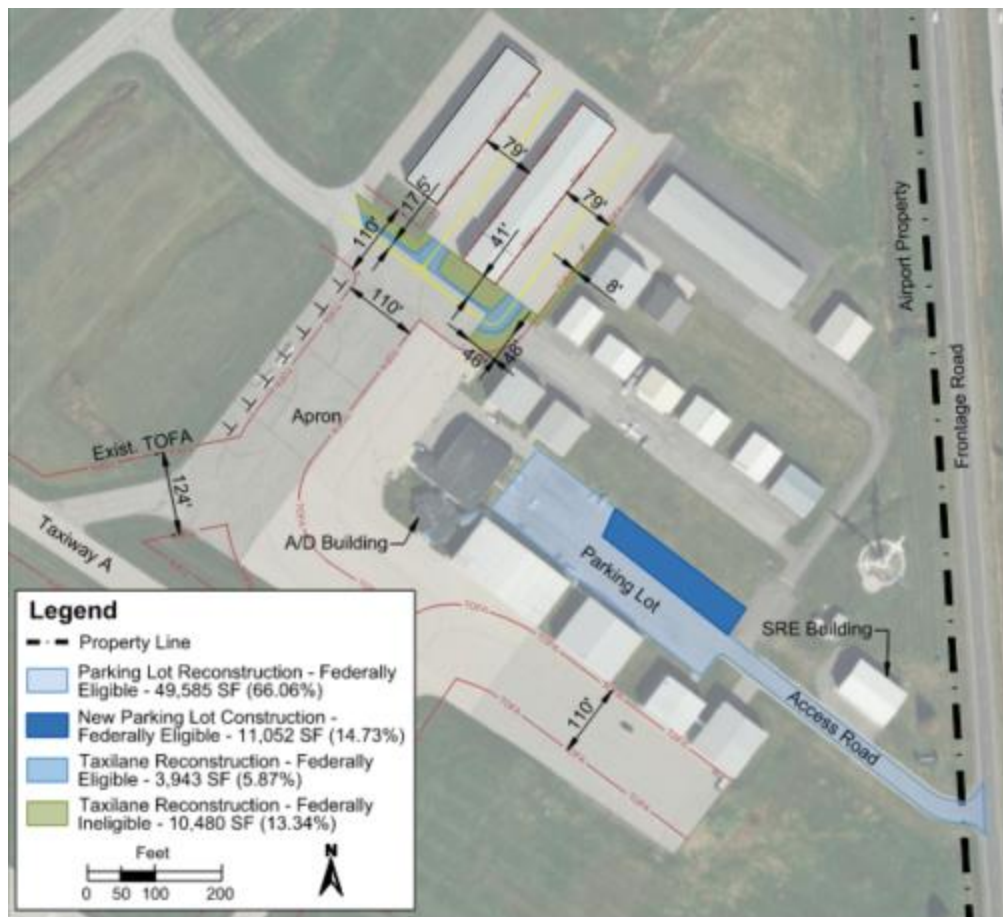


Figure 1

SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Work on the taxilane has eligible and ineligible portions. An eligibility breakdown can be found in Figure 1. The scope of services listed below relate to the ineligible portions.

Specific tasks to be performed by SEH include the following:

1. Construction Observation. SEH will provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
2. Pay Estimates. SEH will prepare multiple partial pay estimates and one final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
3. Final Inspection / Punchlist. A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items needing correction.
4. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
5. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

ATTACHMENT B-I
ESTIMATED FEES AND EXPENSES
2025 Taxilane and Parking Lot Reconstruction
Construction Observation, Administration and Closeout - FAA Eligible
Owatonna Degner Regional Airport

Task No.	Task Description	Project Manager	Project Engineer	Airport Planner	Administrative Assistant	
1	Establish Survey Control	0	4	0	0	
2	Preconstruction Activities	2	4	0	0	
3	Submittal and Shop Drawing Review	0	4	0	0	
4	Construction Observation	4	175	0	0	
5	Pay Estimates	4	4	0	4	
6	Final Inspection/Punchlist	3	2	0	0	
7	Record Drawings	2	2	0	0	
8	As-Built ALP Update	0	4	10	0	
9	FAA Project Close-out Report	2	6	0	3	
10	Project Management	8	0	0	3	
	Total hours per labor category	25	205	10	10	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	25	\$56.08	\$1,402.01
Project Engineer	205	\$49.22	\$10,090.92
Airport Planner	10	\$58.22	\$582.23
Admin Technician	10	\$37.21	\$372.12

Total Direct Labor Costs: 250 \$12,447.28

Direct Salary Costs plus Overhead \$23,784.26

Total Labor Costs **\$36,231.54**

Fixed Fee on Labor Costs (15%) \$5,434.73

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	3950	\$0.70	\$2,765.00
Construction Auto Allowance	18	\$16.00	\$288.00
Per Diem	18	\$131.00	\$2,358.00
Quality Assurance Testing (Braun Intertec)	1	\$21,500.00	\$21,500.00
Equipment Usage	250	\$6.00	\$1,500.00
Reproductions / Miscellaneous	1	\$200.00	\$200.00

Total Expenses **\$28,611.00**

SUMMARY:

Total Labor Costs + Expenses + Fees \$70,277.27

Estimated Total **\$70,300.00**

ATTACHMENT B-II
ESTIMATED FEES AND EXPENSES
2025 Taxilane and Parking Lot Reconstruction
Construction Observation, Administration and Closeout - FAA Ineligible
Owatonna Degner Regional Airport

Task No.	Task Description	Project Manager	Project Engineer	Administrative Assistant		
1	Construction Observation	1	10	0		
2	Pay Estimates	1	2	1		
3	Final Inspection/Punchlist	0	2	0		
4	Record Drawings	0	2	0		
5	Project Management	1	1	1		
	Total hours per labor category	3	17	2		

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension	
Project Manager	3	\$56.08	\$168.24	Jake
Project Engineer	17	\$49.22	\$836.74	Jack
Admin Technician	2	\$37.21	\$74.42	Donna
Total Direct Labor Costs:			22	\$1,079.40
Direct Salary Costs plus Overhead				\$2,062.52
Total Labor Costs				\$3,141.92
Fee (15%)				\$471.29

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	500	\$0.70	\$350.00
Construction Auto Allowance	2	\$16.00	\$32.00
Per Diem	2	\$131.00	\$262.00
Equipment Usage	22	\$6.00	\$132.00
Total Expenses			\$776.00

SUMMARY:

Total Labor Costs + Expenses + Fees	\$4,389.21
Estimated Total	\$4,400.00

March 12, 2025

Proposal QTB212035

Jake Jorgenson, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services
2025 Taxilane, Parking Lot, and Access Road Reconstruction
Owatonna Degner Regional Airport
3400 West Frontage Road
Owatonna, Minnesota

Dear Mr. Jorgenson:

Braun Intertec Corporation respectfully submits this proposal to provide quality assurance observation and testing services for the reconstruction of the taxilane, parking lot, and access road at the Owatonna Degner Regional Airport.

Our Understanding of Project

We understand the project will consist of reconstructing the taxilane southwest of the T-Hangars, the parking lot, and the access road. The pavement section of these areas will consist of recompacted subgrade (FAA P-152), 12 inches of Select Granular Borrow (MnDOT 3149), 8 inches of Class 5 Aggregate Base Course (MnDOT 2211), and 4 inches of Bituminous Pavement (MnDOT 2360).

Available Project Information

The geotechnical evaluation report and construction drawings have not been completed at the time of this proposal. This proposal is based on our discussions with Jake Jorgenson, PE, Short Elliott Hendrickson, Inc. We will submit a revised scope of services and cost if the project changes.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of subgrade, select granular borrow, and aggregate base placed for pavement support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of the materials.

Bituminous Related Services

- Perform full-time bituminous plant monitoring and coring observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel and project meetings.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Scheduling Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take eight trips to complete the compaction testing by nuclear density gauge method for the project.
- We have provided two additional trips for picking up samples for laboratory proctor and gradation tests of the subgrade and aggregate materials.
- Our assumption is bituminous paving will be completed in four days for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$21,500. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you monthly.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services



Philip E. Bailey, PE
Associate Director, Senior Engineer

Attachment:
Project Proposal

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB212035

Owatonna Taxilane & Parking Lot Reconstruction

Client:

Short Elliott Hendrickson, Inc.
Jake Jorgenson
3535 Vadnais Center Dr
Saint Paul, MN 55110

Work Site Address:

Qwatonna Denger Regional Airport
3400 W Frontage Road
Owatonna, MN 55060

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Quality Acceptance				
Activity 1.1	Soils				\$6,970.00
209	Sample pick-up	8.00	Hour	105.00	\$840.00
207	Compaction Testing - Nuclear	32.00	Hour	105.00	\$3,360.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Select Granular Borrow	3.00	Trips	4.00	12.00
	Aggregate Base	3.00	Trips	4.00	12.00
	Subgrade (if needed)	2.00	Trips	4.00	8.00
1308	Nuclear moisture-density meter charge, per hour	32.00	Each	20.00	\$640.00
1861	CMT Trip Charge	10.00	Each	90.00	\$900.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	220.00	\$880.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	175.00	\$350.00
Activity 1.2	Pavement				\$10,360.00
222	Bituminous Verification Testing	48.00	Hour	130.00	\$6,240.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Inspections	4.00	Trips	8.00	32.00
	Bituminous Density Inspections	4.00	Trips	4.00	16.00
1861	CMT Trip Charge	8.00	Each	90.00	\$720.00
2689	MnDOT Bituminous Verification, per sample	4.00	Each	750.00	\$3,000.00
1542	Thickness and Density of Bituminous Core	8.00	Each	50.00	\$400.00
Activity 1.3	Project Management & Reporting				\$4,170.00
238	Project Assistant	4.00	Hour	100.00	\$400.00
226	Project Manager	12.00	Hour	180.00	\$2,160.00
1862	PM Trip Charge	1.00	Each	150.00	\$150.00
228	Senior Project Manager	4.00	Hour	215.00	\$860.00
1230	MnDOT Final Report	1.00	Each	600.00	\$600.00
Phase 1 Total:					\$21,500.00

Proposal Total: \$21,500.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Garbage Hauler Permit - Trash Titans, LLC, Owatonna, MN

Purpose:

Request Council approval of application received from Nicole Gonzales for a Garbage Haulers and Refuse Permit to do business as Trash Titans, LLC.

Background:

A new company has received a grant from SMIF and is working with the Owatonna Business Center to establish a new refuse hauling company within Owatonna. The city's Garbage Haulers and Refuse Permit is an annual permit which expires December 31st each year.

A Background Verification was completed, Chief Mundale has no objection to issuance of this permit.

Budget Impact:

\$175 - \$100 for Background Verification and \$75 annual fee for Garbage Haulers & Refuse Permit.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: North Cedar Streetscape Change Order #5 - JJD Companies, LLC

Purpose:

To receive council approval for Change Order No. 5 for the North Cedar Avenue Streetscape Project.

Background:

Modifying the North Cedar Streetscape contract to reflect changes due to additional contractor costs incurred during construction. Roughly \$27,000 of the Change Order is an OPU cost and they have already agreed to change order.

Budget Impact:

The contract amount will increase by \$60,272.85, bringing the total contract to \$4,378,511.40.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. North Cedar Streetscape - Change Order No 5

CHANGE ORDER NO.: 5

Owner: City of Owatonna
Engineer: I & S Group, Inc. (ISG)
Contractor: JJD Companies, LLC.
Project: N. Cedar Avenue Streetscape Improvements
Contract Name: N. Cedar Avenue Streetscape Improvements
Date Issued: 05/05/2025
Owner's Project No.:
Engineer's Project No.: 20-24069
Contractor's Project No.:
Effective Date of Change Order: 05/30/2025

The Contract is modified as follows upon execution of this Change Order:

Description: **Multiple Items, refer to attachment.**

Attachments: **Price Adjustment Sheet**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,059,524.35	Original Contract Times: Ph. 1 Sub. Completion: December 10, 2021 Ph. 2 Sub. Completion: June 17, 2022 Ready for final payment: July 16, 2022
Increase from previously approved Change Orders No. 1 to No. 4: \$ 258,714.20	Increase from previously approved Change Orders No.1 to No. 4: Ph. 1 Sub. Completion: July 20, 2022 Ph. 2 Sub. Completion: July 20, 2022 Ready for final payment: July 29, 2022
Contract Price prior to this Change Order: \$ 4,318,238.55	Contract Times prior to this Change Order: Ph. 1 Sub. Completion: July 20, 2022 Ph. 2 Sub. Completion: July 20, 2022 Ready for final payment: July 29, 2022
Increase of this Change Order: \$ 60,272.85	Increase/Decrease this Change Order: Ph. 1 Sub. Completion: N/A Ph. 2 Sub. Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 4,378,511.40	Contract Times with all approved Change Orders: Ph. 1 Sub. Completion: July 20, 2022 Ph. 2 Sub. Completion: July 20, 2022 Ready for final payment: July 29, 2022

Recommended by Engineer (if required)

By: Reese Sudtelgte

Title: Civil Engineer, ISG

Date: 05/05/2025

Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

Don Miles JJD
5-10-25

Approved by Funding Agency (if applicable)

						Amount	
Line Item No.	Item No.	Item	Unit	Quantity	Unit Price	Increase	Decrease
C.O. #5	W.O. #18	SANITARY FITTINGS IN BROADWAY ST.	LS	1	\$970.63	\$970.63	
C.O. #5	W.O. #17	STORM STRUCTURE MODIFICATIONS TO CONNECT	LS	1	\$1,994.75	\$1,994.75	
C.O. #5	9999.999	ADDITIONAL ROOF DRAIN					
C.O. #5	9999.999	CORE DRILLING FOR WATER SERVICES	EA	13	\$1,075.00	\$13,975.00	
C.O. #5	9999.999	STORM SEWER STUB	LS	1	\$631.00	\$631.00	
C.O. #5	9999.999	ADDITIONAL VAULT INFILL MATERIAL	CY	30.65	\$18.00	\$551.70	
C.O. #5	9999.999	LUCKY DICE FOUNDATION WORK	HR	60	\$88.00	\$5,280.00	
C.O. #5	9999.999	EXISTING PIPE REMOVAL	LF	1134	\$3.00	\$3,402.00	
C.O. #5	2104.601	ABATE ASBESTOS CONTAINING PIPES	LS	1	\$23,781.77	\$23,781.77	
C.O. #5	9999.999	BUILDING FAÇADE REPAIR	LS	1	\$2,000.00	\$2,000.00	
C.O. #5	2531.503	CONCRETE CURB & GUTTER DESIGN V612	LF	122	\$63.00	\$7,686.00	

TOTALS

NET CHANGE IN CONTRACT PRICE

INCREASE (DECREASE) IN CONTRACT TIME, days

\$60,272.85	\$0.00
\$60,272.85	
N/A	

Justification For Changes:

Multiple items in relation to Contractor's request document.

- Additional sanitary fitting to make connection in W. Broadway.
- Storm structure cutting and patching to accommodate additional roof drain leader.
- Core drilling costs associated with water service connections.
- Storm sewer stub to connect an additional roof drain.
- Material for atypical vault infill requiring more material to fill than other vaults.
- Effort to complete foundation work at the Lucky Dice building.
- Additional abandoned steam line removal in the 100 block.
- Additional cost for asbestos abatement of an existing underground utility line.
- Building repair to fix damaged facade.
- Additional V-Curb placed in the 300 block alley.



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #21 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #21 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #21 consists of six WCDs:

- 138 - RSS Retaining Wall
- 141 - RWC EQ Pipe and Control Valves
- 143 - MJ Caps for Existing Scum Lines
- 145 - Digester No. 2 Additional Manway Repair
- 146 - Admin Building Door Stoops
- 147 - Digester Manway Gaskets

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The total budget impact of Change Order 21 is an increase of \$465,902.72 for a revised total contract cost of \$58,636,922.25 (5.23% increase from original contract). Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #21 - Rice Lake Construction Group
2. WWTF Expansion Change Order Log

CHANGE ORDER NO. 21

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 5/21/2025 Effective Date of Change Order: 5/21/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Work Change Directives Nos. 138, 141, 143, 145, 146, 147.

Attachments:

WCD Log – 5-13-2025. Change Order Log – 5-13-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 20: \$ 2,450,419.53	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 20: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: \$ 58,171,019.53	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] [Decrease] this Change Order: \$ 465,902.72	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 58,636,922.25	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 5/15/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 138

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 5/12/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

RSS Wall

Attachments:

WCD #138 Proposal. Field Order No. 41. AET Retaining Wall Replacement Report.

Purpose for the Work Change Directive:

This change is to replace the existing retaining wall on the east side of the site with a Reinforced Soil Slope (RSS) wall. The design grade for the WWTF site requires either the existing retaining wall height to be increased or it needs to be replaced with a new system that accommodates the change in grade. The existing wall shows evidence of distress and adding height to the wall is not advised. Three options were explored: conventional over-excavation and replacement of the fill and constructing a cast-in-place retaining wall, constructing an RSS wall which does not require over-excavation, or install a permanent sheet-pile wall. An RSS wall is recommended as it is the most cost effective option and causes the least disturbance to existing utilities.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$390,754.62 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 5/12/2025

WORK CHANGE DIRECTIVE NO.: 141

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

RWC EQ Pipe and Control Valves

Attachments:

WCD #141 Proposal. Field Order No. 43.

Purpose for the Work Change Directive:

This change is to provide additional flow equalization (EQ) in the plant by using the volume of one existing final clarifier. The internal recycle piping for the biological system is being revised to minimize the cost to add an EQ pipe in the tank. Even though there are many protections in place to ensure the MBR can always pump water out of the system, it is still completely reliant on electrical, controls, and communications functioning properly. Additional EQ volume lengthens the response time necessary for the worst-case scenario of electrical, control, or communication failures. This change also includes two additional control valves needed to better control the transfer of Waste Activated Sludge from the aeration basins to the WAS storage tank in the RWC and from the WAS storage tank to the STB.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$61,836.36 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 143

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

MJ Caps for Existing Scum Lines

Attachments:

WCD #143 Proposal. RFI No. 212.

Purpose for the Work Change Directive:

This change is to add 6" mechanical joint caps to the scum lines in the final clarifiers that are being repurposed. The caps are needed to isolate the tanks from the scum pits which no longer will be used.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$1,429.86 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 145

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Digester No. 2 Additional Manway Repair

Attachments:

WCD #145 Proposal.

Purpose for the Work Change Directive:

This change is for additional welding, grinding and patching that was required to repair the Digester No. 2 manway after sandblasting was completed for the coating application.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$3,298.29 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svenes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 146

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Building Door Stoops

Attachments:

WCD #146 Proposal.

Purpose for the Work Change Directive:

This change is for two door stoops to be installed at the new door locations on the Administration Building. Stoops with footings are required at these egress doors per code as opposed to sidewalk that could heave over time.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,637.98 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 147

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Digester Manway Gaskets

Attachments:

WCD #147 Proposal.

Purpose for the Work Change Directive:

This change is for four gaskets to fit the 36" existing manways on the digester tanks. The existing gaskets are starting to crack at the edges and need replacement.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$945.61	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 138

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 5/12/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

RSS Wall

Attachments:

WCD #138 Proposal. Field Order No. 41. AET Retaining Wall Replacement Report.

Purpose for the Work Change Directive:

This change is to replace the existing retaining wall on the east side of the site with a Reinforced Soil Slope (RSS) wall. The design grade for the WWTF site requires either the existing retaining wall height to be increased or it needs to be replaced with a new system that accommodates the change in grade. The existing wall shows evidence of distress and adding height to the wall is not advised. Three options were explored: conventional over-excavation and replacement of the fill and constructing a cast-in-place retaining wall, constructing an RSS wall which does not require over-excavation, or install a permanent sheet-pile wall. An RSS wall is recommended as it is the most cost effective option and causes the least disturbance to existing utilities.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$390,754.62 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 5/12/2025

WORK CHANGE DIRECTIVE NO.: 143

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

MJ Caps for Existing Scum Lines

Attachments:

WCD #143 Proposal. RFI No. 212.

Purpose for the Work Change Directive:

This change is to add 6" mechanical joint caps to the scum lines in the final clarifiers that are being repurposed. The caps are needed to isolate the tanks from the scum pits which no longer will be used.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$1,429.86 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 145

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Digester No. 2 Additional Manway Repair

Attachments:

WCD #145 Proposal.

Purpose for the Work Change Directive:

This change is for additional welding, grinding and patching that was required to repair the Digester No. 2 manway after sandblasting was completed for the coating application.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$3,298.29 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svenes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 146

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Building Door Stoops

Attachments:

WCD #146 Proposal.

Purpose for the Work Change Directive:

This change is for two door stoops to be installed at the new door locations on the Administration Building. Stoops with footings are required at these egress doors per code as opposed to sidewalk that could heave over time.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,637.98 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 146

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Building Door Stoops

Attachments:

WCD #146 Proposal.

Purpose for the Work Change Directive:

This change is for two door stoops to be installed at the new door locations on the Administration Building. Stoops with footings are required at these egress doors per code as opposed to sidewalk that could heave over time.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,637.98 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WORK CHANGE DIRECTIVE NO.: 147

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	5/13/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Digester Manway Gaskets

Attachments:

WCD #147 Proposal.

Purpose for the Work Change Directive:

This change is for four gaskets to fit the 36" existing manways on the digester tanks. The existing gaskets are starting to crack at the edges and need replacement.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$945.61	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 5/13/2025

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
1	6/23/2023	Contaminated Soil Removal					\$193,738.62	mostly	Yes	Yes	No	Yes
2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$0.00	\$0.00	\$0.00	\$548.00	\$581.15	no	yes	yes	No	yes
3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove B	\$1,900.00	-\$11,985.98	\$0.00	\$0.00	-\$12,511.72	no	yes	yes	No	yes
4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Commer	\$14,841.85	\$22,303.75	\$4,080.00	\$2,272.00	\$53,409.75	partially	yes	yes	No	yes
5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$0.00	\$1,887.00	\$0.00	\$940.00	\$3,329.18	no	yes	yes	No	yes
6	6/23/2023	Additional Granular Fill	\$0.00	\$42,388.50	\$0.00	\$0.00	\$72,219.17	mostly	yes	yes	No	yes
7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	\$0.00	-\$8,975.00	\$0.00	\$0.00	-\$11,092.99	no	yes	yes	No	yes
8	9/30/2022	MBR Tank Drain Valves	\$2,280.00	\$11,400.00	\$0.00	\$0.00	\$16,853.62	no	yes	yes	No	yes
9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$760.00	\$6,052.63	\$150.00	\$978.40	\$9,613.92	no	yes	yes	No	yes
10	9/30/2022	Grating Width Changes and Perm Wall Pipe	\$760.00	-\$6,363.70	\$0.00	\$0.00	-\$6,944.33	no	yes	yes	No	yes
11	10/16/2022	Change White Maple Wooden Doors to Oak Finish	\$0.00	\$3,095.00	\$0.00	\$0.00	\$3,594.84	no	no	no	No	no
12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$20,520.00	\$1,650.00	\$5,600.00	\$39,760.00	\$75,579.50	no	no	yes	No	yes
13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$0.00	\$11,114.66	\$0.00	\$0.00	\$13,737.58	no	yes	yes	No	yes
14	10/16/2022	Additional Window in Admin Building	\$6,196.80	\$5,516.44	\$84.00	\$7,012.00	\$21,862.56	no	no	yes	No	yes
15	5/31/2022	Suez Price Escalation - Documented under Cost Escalation					\$252,500.00	no	NA	NA	Yes	Yes
16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$22,800.00	\$1,669.00	\$20,000.00	-\$11,660.00	-\$17,903.83	no	yes	yes	No	yes
17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$190.00	\$0.00	\$3,400.00	\$0.00	\$3,835.98	no	yes	yes	No	yes
18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$15,808.00	\$22,225.06	-\$139.75	\$13,400.00	\$60,677.57	no	yes	yes	No	yes
19	12/22/2022	RFI No. 45 - Hardware Material Change	\$0.00	\$0.00	\$0.00	-\$237,870.81	-\$240,249.52	partially	yes	yes	No	yes
20	12/22/2022	RFI No. 87 - Concrete Sealer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	no	no	no	No	no
21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening	\$1,615.00	\$950.00	\$86.50	\$590.00	\$3,786.97	no	yes	yes	No	yes
22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	\$0.00	\$0.00	\$0.00	-\$11,733.00	-\$12,442.85	no	yes	yes	No	yes
23	7/31/2023	AB Blower Piping Change	\$21,330.00	\$21,959.14	\$0.00	-\$1,656.00	\$22,330.34	Yes	Yes	Yes	No	Yes
24	2/17/2023	Add MBR Blower Inlet Dampers	\$0.00	\$1,926.00	\$0.00	\$0.00	\$2,042.52	no	yes	yes	No	yes
25	2/22/2023	Storm Water Basin						ON HOLD			No	yes
26	3/7/2023	AB Blower Piping Expansion Joints	\$7,695.00	\$18,797.08	\$1,450.00	\$0.00	\$34,243.47	no	yes	yes	No	yes
27	4/3/2023	MLS Bonnetless Knife Gate Valves	\$0.00	-\$40,000.00	\$0.00	\$0.00	-\$49,439.50	no	yes	yes	No	yes
28		Painting and MLS Outside Project									No	
29	4/12/2023	FSB Roof Drain Piping	\$4,320.00	\$1,528.89	\$0.00	\$0.00	\$7,125.53	no	yes	yes	No	yes
30		Rotary Drum Thickening Equipment	\$0.00	\$2,800.00	\$0.00	\$0.00	\$4,696.75	CANCELLED			No	
31		Circular Clarifier Center Column Change	\$0.00	\$5,820.00	\$0.00	\$0.00	\$7,193.45	CANCELLED			No	
32	6/2/2023	Sludge Mixing System Price Inflation - Covered under Price E	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,535.00	no	NA	NA	Yes	yes
33	6/23/2023	RFI #117 - Weirs and Anchors	\$4,320.00	\$6,305.00	\$350.00	\$0.00	\$13,435.27	no	yes	yes	No	yes
34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$1,440.00	\$1,548.89	\$0.00	\$0.00	\$3,659.69	no	yes	yes	No	yes
35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$4,950.00	\$5,001.00	\$0.00	\$20,468.44	\$33,902.50	no	yes	yes	No	yes
36	6/23/2023	MBR Influent Channel additional grout	\$2,160.00	\$10,850.89	\$0.00	\$0.00	\$16,029.48	yes	yes	yes	No	yes
37	6/23/2023	FSB Flexible Chutes	\$0.00	\$2,972.64	\$0.00	\$0.00	\$3,223.79	no	yes	yes	No	yes
38	6/29/2023	Hydronic System RFI #128 and #135	\$2,070.00	\$6,697.20	\$0.00	\$0.00	\$10,786.50	yes	yes	yes	No	Yes
39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$11,070.00	\$9,926.68	\$200.00	\$20,358.28	\$47,508.35	Partially	Yes	Yes	No	Yes
40	8/15/2023	Hydronic System Water Treatment	\$0.00	-\$2,684.06	\$0.00	\$0.00	-\$3,317.46	yes	yes	yes	No	Yes
41	9/13/2023	Painting System Changes	\$10,800.00	\$8,763.75	\$1,250.00	\$107,851.00	\$115,116.46	no	no	yes	No	yes
42	9/13/2023	FSB Chutes	\$360.00	\$931.10	\$50.00	\$0.00	\$1,645.22	yes	yes	yes	No	Yes
43	9/13/2023	RFI #154 - Fan Starters	\$0.00	\$0.00	\$0.00	\$5,101.80	\$5,410.46	yes	yes	yes	No	Yes
44	9/13/2023	Removal of Select Granual Fills	-\$2,700.00	-\$33,282.19	-\$850.00	\$0.00	-\$42,916.93	yes	yes	yes	No	Yes
45	9/20/2023	MBR RAS Pump Discharge Reducers	\$4,320.00	\$29,739.60	\$600.00	\$0.00	\$42,690.51	yes	yes	yes	No	Yes
46	9/20/2023	Re-paint of RWC pump gallery and tunnel	\$0.00	\$0.00	\$0.00	\$66,250.00	\$70,258.13	On Hold	no	yes	No	no
47	9/20/2023	Full Word Pipe ID Stencils	\$0.00	\$0.00	\$0.00	\$7,110.00	\$7,540.16	no	no	yes	No	no
48	9/20/2023	DIP Spools - Logged under Price Escalation	\$0.00	\$23,899.95	\$0.00	\$0.00	\$25,919.20	Ordered	NA	NA	Yes	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$3,224.75	-\$2,522.92	\$0.00	-\$425.88	-\$7,478.34	No	Yes	Yes	No	Yes
50	9/21/2023	Field Order # 20 - Admin Water Softener	\$3,780.00	\$2,934.39	\$0.00	\$2,685.92	\$11,056.65	No	Yes	Yes	No	Yes
51	9/29/2023	Process Building Water Softener	\$3,240.00	\$2,370.29	\$0.00	\$2,381.63	\$9,382.37	No	NO	NO	No	NO
52	9/29/2023	Remove Handrail at AB basin	-\$12,780.00	-\$66,000.00	-\$1,250.00	\$0.00	-\$93,600.24	No	Yes	Yes	No	Yes
53	10/6/2023	Field Order 21 - AB Structural Changes	\$6,660.00	\$5,627.28	\$1,650.00	\$369.50	\$17,335.49	No	Yes	Yes	No	Yes
54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$7,650.00	\$6,150.00	\$450.00	\$3,280.00	\$20,874.24	No	Yes	Yes	No	Yes
55	9/29/2023	FSB FRP Door Color Change	\$0.00	\$0.00	\$0.00	\$1,820.00	\$1,930.11	No	No	Yes	No	No
56	10/13/2023	Asbestos Removal	\$0.00	\$0.00	\$0.00	\$14,670.00	\$15,557.54	No	Yes	Yes	No	Yes
57	10/27/2023	Clean Aeration Basins	\$5,400.00	\$3,764.80	\$1,600.00	\$16,380.00	\$29,931.27	Partially	Yes	Yes	No	Yes
60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$1,620.00	\$3,592.20	\$0.00	\$875.00	\$7,331.29	Yes	Yes	Yes	No	Yes
61	12/8/2023	Casework Material Change	\$0.00	\$0.00	\$0.00	\$22,784.00	\$24,162.43	No	No	Yes	No	Yes
62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$0.00	\$0.00	\$0.00	\$6,513.30	\$6,907.35	Partially	Yes	Yes	No	Yes
63	11/20/2023	OPU Water Hydrant	\$0.00	\$0.00	\$0.00	\$4,710.38	\$4,757.48	Yes	Yes	Yes	No	Yes
64	12/8/2023	MBR Lab Vacuum Pump	\$0.00	\$0.00	\$0.00	\$2,500.32	\$2,651.59	No	Yes	Yes	No	Yes
65	4/2/2024	Field Order 16 - Site Changes	\$73,090.90	\$58,439.57	\$19,867.75	\$34,068.03	\$219,304.53	Partially	Yes	Yes	No	Yes
66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$3,457.74	\$1,961.15	\$356.02	\$0.00	\$7,028.25	Yes	Yes	Yes	No	Yes
67	12/26/2023	STB Roof Insulation Depth Change	\$0.00	\$0.00	\$0.00	\$53,518.15	\$56,756.00	Yes	Yes	Yes	No	Yes
68	1/2/2024	Door Changes					\$83,704.09	Yes	Yes	Yes	No	Yes
69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$0.00	\$0.00	\$0.00	\$4,886.61	\$5,182.25	Partially	Yes	Yes	No	Yes
70	2/13/2024	Bead Blast Floors of Aeration Basins 1 & 2					\$36,776.76	Cancelled	No	Yes	No	No
71	2/16/2024	Recoat Walls above Water Level of ABs 1&2					\$44,145.38	Cancelled	No	Yes	No	No
72	2/16/2024	Peak Flow Overflow Box	\$1,800.00	\$1,010.00	\$250.00	\$0.00	\$3,720.32	No	Yes	Yes	No	Yes
73	2/19/2024	FWR Temp Booster Pump for FSB					\$7,114.07	Cancelled	No	No	No	No
74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$3,060.00	\$3,259.13	\$50.00	\$7,034.29	\$15,254.90	No	Yes	Yes	No	Yes
75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$4,500.00	-\$3,764.80	-\$1,600.00	-\$8,190.00	-\$20,200.43	Yes	Yes	Yes	No	Yes
76	4/11/2024	Add influent and effluent pH sensors	\$0.00	\$0.00	\$0.00	\$19,845.65	\$21,046.32	No	Yes	Yes	No	Yes
77	4/26/2024	Revise PB blower piping per RFI 172	-\$2,160.00	-\$5,588.40	-\$480.00	-\$735.00	-\$10,862.10	No	Yes	Yes	No	Yes
78	4/26/2024	Flow meter cables - Veolia					\$22,865.77	Cancelled	NA	NA	No	No
79	4/26/2024	Additional couplings for permeate piping					\$20,926.32	Cancelled	NA	NA	No	No
80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$720.00	-\$802.97	-\$25.00	\$0.00	-\$1,894.14	NA	NA	NA	No	Yes
81	5/15/2024	Biogas Odorizer Shed					\$36,490.56	On Hold	NA	NA	No	No
82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$3,780.00	\$1,592.58	\$0.00	\$4,186.00	\$10,989.02	No	Yes	Yes	No	Yes
83	6/4/2024	Mud Valve Replacement	\$18,900.00	\$13,590.20	\$1,200.00	\$0.00	\$41,097.92	No	No	Yes	No	Yes
84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$1,845.00	\$12,594.70	\$480.00	\$5,250.00	\$23,784.28	No	Yes	Yes	No	Yes
85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$23,580.00	\$861.00	\$5,005.00	\$3,103.80	\$38,748.03	No	Yes	Yes	No	Yes
86	6/25/2024	Additional storm manhole						Cancelled				
87	6/28/2024	Admin Building Materials Price Escalation	\$0.00	\$0.00	\$0.00	\$9,184.44	\$9,276.28	No	Yes	Yes	Yes	Yes
88	6/28/2024	MBR Grating Modifications	\$7,200.00	\$1,896.67	\$250.00	\$0.00	\$11,361.04	Yes	Yes	Yes	No	Yes
89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$2,340.00	\$460.00	\$0.00	\$3,014.48	\$6,592.85	No	Yes	Yes	No	Yes
90	7/16/2024	MBR Bathroom Deco Flake Coating						Cancelled				
91	7/18/2024	PB Generator Feed Reroute	\$0.00	\$0.00	\$0.00	-\$2,724.89	-\$2,889.75	No	NA	NA	No	Yes
92	8/1/2024	Secondary Digester Interior Coatings	\$360.00	\$0.00	\$2,400.00	\$27,880.00	\$32,790.66	No	Yes	Yes	No	Yes
93	8/2/2024	DIP Spools - Price Escalation	\$0.00	\$20,294.30	\$0.00	\$0.00	\$22,008.91	Ordered	Yes	Yes	Yes	Yes
94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$3,780.00	\$3,202.54	\$250.00	\$6,200.00	\$15,405.13	Yes	Yes	Yes	No	Yes
95	8/14/2024	Fiber Loop Revision	\$0.00	\$0.00	\$0.00	\$7,389.39	\$7,836.45	Yes	Yes	Yes	No	Yes
96	8/14/2024	Fire Alarm Submittal Comments	\$0.00	\$0.00	\$0.00	\$15,991.30	\$16,958.78	Yes	Yes	Yes	No	Yes
97	8/20/2024	Additional Exterior Doors	\$9,180.00	\$18,431.57	\$1,400.00	\$4,230.00	\$40,019.36	Yes	No	Yes	No	Yes
98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$5,760.00	\$0.00	\$2,040.00	\$0.00	\$9,350.58	Yes	Yes	Yes	No	Yes
99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$0.00	\$0.00	\$0.00	\$3,300.00	\$3,499.65	Yes	Yes	Yes	No	Yes
100	8/29/2024	Additional Sidewalks	\$20,340.00	\$9,604.80	\$1,300.00	\$950.00	\$39,040.92	Yes	No	Yes	No	Yes
101	8/30/2024	MBR Lab Plumbing Changes	\$3,510.00	\$290.31	\$0.00	\$0.00	\$4,612.94	Outside Project				
102	8/30/2024	FSB and MLS Waste Drains	\$10,440.00	\$2,983.60	\$1,710.00	\$0.00	\$18,205.45	Yes	Yes	Yes	No	Yes
103	9/13/2024	Hydronic Pump Control Changes	\$1,800.00	\$523.00	\$0.00	\$10,895.14	\$14,252.46	Yes	Yes	Yes	No	Yes
104	9/17/2024	Additional Interior Admin Doors	\$6,840.00	\$14,155.58	\$0.00	\$3,240.00	\$28,263.76	Yes	No	Yes	No	Yes
105	9/25/2024	MLS Fiberglass Door	\$1,980.00	\$5,727.10	\$275.00	\$0.00	\$9,371.20	Yes	No	Yes	No	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$3,060.00	\$3,415.60	\$425.00	\$0.00	\$8,169.58	Yes	Yes	Yes	No	Yes
107	10/28/2024	Add Dryer Vent per RFI 190	\$270.00	\$0.00	\$0.00	\$1,438.00	\$1,852.24	Yes	Yes	Yes	No	Yes
108	11/7/2024	Scanning and Select Demolition	-\$2,160.00	\$0.00	\$0.00	\$6,015.00	\$3,870.07	Yes	Yes	Yes	No	Yes
109	10/28/2024	Change Admin Curtain Wall System	\$0.00	\$0.00	\$0.00	\$0.00	\$13,189.44	Yes	Yes	Yes	No	Yes
110	10/28/2024	STB Plumbing Modifications	\$7,650.00	\$3,342.32	\$727.50	\$4,651.00	\$18,931.28	Yes	Yes	Yes	No	Yes
111	11/11/2024	DTC Transformer Relocation	\$4,410.00	\$1,125.00	\$557.50	\$3,792.55	\$11,327.32	No	Yes	Yes	No	Yes
112	10/30/2024	Admin Building Electrical Changes	\$0.00	\$0.00	\$0.00	\$15,616.79	\$16,561.61	Yes	Yes	Yes	No	Yes
113	11/18/2024	Air Content Deviation	\$0.00	-\$375.00	\$0.00	\$0.00	-\$437.62	Yes	Yes	Yes	No	Yes
114	11/21/2024	EWR - NPW Check Valve	\$4,320.00	\$4,104.35	\$0.00	\$150.00	\$10,184.66	Yes	Yes	Yes	No	Yes
115	12/5/2024	Secondary Digester Manway Repair	\$2,520.00	\$125.00	\$0.00	\$75.00	\$3,485.57	Yes	Yes	Yes	No	Yes
116	1/14/2025	DTC Generator Room Changes	\$9,180.00	\$1,710.76	\$900.00	\$5,819.92	\$21,685.49	Partially	Yes	Yes	No	Yes
117	12/5/2024	Unit Heater Relocation (RFI 187)	\$1,440.00	\$350.00	\$0.00	\$0.00	\$2,308.55	Yes	Yes	Yes	No	Yes
118	12/5/2024	Admin Building Plumbing Changes	\$5,400.00	\$1,350.00	\$175.00	\$0.00	\$8,921.64	Partially	Yes	Yes	No	Yes
119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$3,690.00	\$300.00	\$150.00	\$5,845.84	\$11,889.82	Partially	Yes	Yes	No	Yes
120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$1,440.00	\$243.78	\$845.21	\$0.00	\$3,209.99	Yes	Yes	Yes	No	Yes
121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$2,160.00	\$1,025.00	\$250.00	\$0.00	\$4,425.69	Yes	Yes	Yes	No	Yes
122	12/30/2024	STB Additional Bends for TSS Sensor	\$810.00	\$1,173.55	\$150.00	\$0.00	\$2,762.82	Yes	Yes	Yes	No	Yes
123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$0.00	\$0.00	\$0.00	\$12,033.45	\$13,527.16	No	Yes	Yes	No	Yes
124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$0.00	\$0.00	\$0.00	\$3,640.00	\$4,091.83	Yes	No	Yes	No	Yes
125	1/6/2025	Add Coatings to Admin Corridor 188	\$0.00	\$0.00	\$0.00	\$2,420.00	\$2,720.39	Partially	No	Yes	No	Yes
126	1/13/2025	Watermain Replacement for MBR Drain Install	\$8,280.00	\$9,387.20	\$5,700.00	\$0.00	\$29,953.88	Yes	Yes	Yes	No	Yes
127	1/13/2025	Admin Light Gauge Framing Changes	\$0.00	\$0.00	\$0.00	\$4,939.77	\$5,552.94	Yes	Yes	Yes	No	Yes
128	1/13/2025	Add Railing to Roof of Primary Digester	\$1,080.00	\$4,280.00	\$550.00	\$0.00	\$7,672.08	No	No	Yes	No	Yes
129	2/10/2025	Add 8" Blind Flanges in DPS	\$270.00	\$502.90	\$75.00	\$0.00	\$1,098.09	Yes	Yes	Yes	No	Yes
130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$17,280.00	\$0.00	\$4,750.00	\$0.00	\$28,048.11	Partially	Yes	Yes	No	Yes
131	2/10/2025	Secondary Digester Corbel Demolition	\$4,320.00	\$0.00	\$225.00	\$0.00	\$5,827.01	Yes	Yes	Yes	No	Yes
132	3/6/2025	Admin Window Blinds	\$0.00	\$0.00	\$0.00	\$2,976.24	\$3,345.68	No	No	Yes	No	Yes
133	3/6/2025	Exterior Door Sweeps	\$0.00	\$3,295.00	\$0.00	\$0.00	\$4,316.93	No	Yes	Yes	No	Yes
134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's C	\$0.00	\$0.00	\$0.00	\$630.00	\$708.20	No	No	Yes	No	Yes
135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$2,700.00	\$10,882.50	\$0.00	\$750.00	\$18,709.03	No	Yes	Yes	No	Yes
136	3/6/2025	STB Field Modifications	\$3,420.00	\$2,561.58	\$0.00	\$450.00	\$8,217.97	No	Yes	Yes	No	Yes
137	3/28/2025	Replace 24" Air Piping between PB and AB	\$118,350.00	\$205,814.17	\$26,506.57	\$9,688.91	\$465,219.59	No	Yes	Yes	No	Yes
138	3/17/2025	RSS Retaining Wall	\$190,980.00	\$41,521.60	\$38,930.00	\$41,229.74	\$390,754.62	No	No	Yes	No	No
		Remove and Salvage Blocks	\$8,100.00		\$5,625.00		\$13,725.00					
		Remove Bituminous Trail	\$2,880.00	\$900.00	\$600.00		\$4,380.00					
		Handplaced Rip Rap	\$900.00	\$1,125.00	\$250.00		\$2,275.00					
		Silt Fence	\$1,620.00	\$1,250.00	\$150.00		\$3,020.00					
		Erosion Blanket	\$2,160.00	\$4,000.00	\$650.00		\$6,810.00					
		Excavation	\$40,500.00		\$7,312.50	\$12,014.19	\$59,826.69					
		Support Existing Utilities	\$13,500.00		\$2,437.50		\$15,937.50					
		Geo-grid Installation	\$31,500.00	\$8,000.00	\$5,687.50		\$45,187.50					
		Install 4" Perf Drain Tile	\$4,320.00	\$3,142.40	\$780.00		\$8,242.40					
		Backfill	\$85,500.00	\$23,104.20	\$15,437.50		\$124,041.70					
		Place Topsoil				\$1,625.00	\$1,625.00					
		Restoration/Seeding				\$4,600.00	\$4,600.00					
		Salvage and Remove/Reinstall Trail Lighting				\$22,990.55	\$22,990.55					
		Misc and Mat'l/Labor (5%)					\$9,549.00					
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$2,061.48					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$40,714.74					
		Bond Costs (1%)					\$3,649.87					
		RLCG Overhead (6%)					\$22,118.19					
139	3/18/2025	Biogas Area Changes	\$8,347.31	\$13,646.62	\$1,350.00	\$81,738.23	\$121,072.03	No	Yes	Yes	No	Yes
140	4/17/2025	Existing Exterior Wall Refinish	THREE ALTERNATIVES WERE PROVIDED. WAITING FOR A TEST AREA TO BE GRINDED ON THE EXISTING WALL TO DETERMINE WORK REQUIRED.									

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
141	5/8/2025	RWC EQ Pipe and Control Valves	\$7,020.00	\$23,802.15	\$5,655.50	\$13,050.38	\$61,836.36	No	Yes	Yes	No	No
		Remove 16" Pipe and Fittings	-\$5,040.00		-\$1,500.00		-\$6,540.00					
		Revise FSRSP to 12" Suction Pipe		\$900.00	\$75.00		\$975.00					
		Add 30" Pipe in EQ Tank	\$7,200.00	\$150.00	\$5,800.00		\$13,150.00					
		Concrete Base	\$900.00	\$250.00	\$168.00	\$250.00	\$1,568.00					
		Support for 30" Pipe	\$1,440.00	\$250.00	\$250.00		\$1,940.00					
		Add 2 Control Valves for WAS Transfers	\$2,520.00	\$6,628.40	\$862.50		\$10,010.90					
		Pipe Coating Changes				\$1,519.86	\$1,519.86					
		Electrical Modifications				\$11,280.52	\$11,280.52					
		Pipe and Fittings		\$15,623.75			\$15,623.75					
		Misc and Mat'l/Labor (5%)					\$351.00					
		Sales Tax (7.325%)					\$1,755.40					
		RL Mark Up on Subs (5%)					\$652.52					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$5,471.65					
		Bond Costs (1%)					\$577.59					
		RLCG Overhead (6%)					\$3,500.17					
142	5/13/2025	RWC Pump Connections	WAITING FOR PROPOSAL									
143	4/17/2025	MJ Caps for Existing Scum Lines	\$540.00	\$392.70	\$180.00	\$0.00	\$1,429.86	No	Yes	Yes	No	No
		Install 2 ea 6" MJ Caps	\$540.00	\$392.70	\$180.00		\$1,112.70					
		Misc and Mat'l/Labor (5%)					\$27.00					
		Sales Tax (7.325%)					\$28.95					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$166.91					
		Bond Costs (1%)					\$13.36					
		RLCG Overhead (6%)					\$80.94					
144	4/21/2025	MBR and DTC HVAC Modifications	WAITING FOR REVISED PROPOSAL									
145	4/29/2025	Digester No. 2 Additional Manway Repair	\$2,070.00	\$238.64	\$265.00	\$0.00	\$3,298.29	No	Yes	Yes	No	No
		Digester #2 Additional Manway Repair	\$2,070.00	\$238.64	\$265.00		\$2,573.64					
		Misc and Mat'l/Labor (5%)					\$103.50					
		Sales Tax (7.325%)					\$17.60					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$386.05					
		Bond Costs (1%)					\$30.80					
		RLCG Overhead (6%)					\$186.70					
146	5/5/2025	Admin Building Door Stoops	\$4,230.00	\$1,198.00	\$515.00	\$0.00	\$7,637.98	No	Yes	Yes	No	No
		2 Door Stoops for new door locations	\$4,230.00	\$1,198.00	\$515.00		\$5,943.00					
		Misc and Mat'l/Labor (5%)					\$211.50					
		Sales Tax (7.325%)					\$88.35					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$891.45					
		Bond Costs (1%)					\$71.34					
		RLCG Overhead (6%)					\$432.34					
147	5/5/2025	Digester Manway Gaskets	\$198.00	\$527.60	\$0.00	\$0.00	\$945.61	No	Yes	Yes	No	No
		Replace 4 existing digester manway gaskets	\$198.00	\$527.60			\$725.60					
		Misc and Mat'l/Labor (5%)					\$9.90					
		Sales Tax (7.325%)					\$38.91					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$108.85					
		Bond Costs (1%)					\$8.83					
		RLCG Overhead (6%)					\$53.52					

Total WCDs: \$1,778,678.69 \$824,404.17 \$313,239.39 \$2,450,419.53
Percentage of Original Project Cost: 3.19% 1.48% 0.56% 4.40%

Total WCDs per Column (total "yeses"):
For Approval: \$465,902.72 0.84%
If Approved: \$2,916,322.25 5.23%

Original Contract Cost

\$55,720,600.00

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove BFVs at	-\$12,511.72			
	4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Comments	\$53,409.75			
	5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$3,329.18			
	7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98			
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
3		6/22/2023	Wage Rate Update	\$0.00	Yes	\$0.00	\$55,883,200.86
4	1	6/23/2023	Contaminated Soil Removal	\$193,738.62	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Additional Granular Fill	\$72,219.17			
5	32	6/23/2023	Vaughan Price Escalation	\$3,535.00	Yes	\$3,535.00	\$56,152,693.65
6	18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RWC	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$3,659.69			
	35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	Yes	\$25,919.20	\$56,409,973.75

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	Yes	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			
10	61	12/8/2023	Casework Material Change	\$24,162.43	Yes	\$191,149.45	\$56,686,268.09
	62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$6,907.35			
	63	11/20/2023	OPU Water Hydrant	\$4,757.48			
	64	12/8/2023	MBR Lab Vacuum Pump	\$2,651.59			
	66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$7,028.25			
	67	12/26/2023	STB Roof Insulation Depth Change	\$56,756.00			
	68	1/2/2024	Door Changes	\$83,704.09			
	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25			
11	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53	Yes	\$223,024.85	\$56,909,292.94
	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32			
12	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90	Yes	\$117,963.80	\$57,027,256.74
	75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$20,200.43			
	76	4/11/2024	Add influent and effluent pH sensors	\$21,046.32			
	77	4/26/2024	Revise PB blower piping per RFI 172	-\$10,862.10			
	80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$1,894.14			
	82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$10,989.02			
	83	6/4/2024	Mud Valve Replacement	\$41,097.92			
	84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$23,784.28			
	85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$38,748.03			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
13	87	6/28/2024	Admin Building Materials Price Escalation	\$9,276.28	Yes	\$9,276.28	\$57,036,533.02
14	88	6/28/2024	MBR Grating Modifications	\$11,361.04	Yes	\$47,854.80	\$57,084,387.82
	89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$6,592.85			
	91	7/18/2024	PB Generator Feed Reroute	-\$2,889.75			
	92	8/1/2024	Secondary Digester Interior Coatings	\$32,790.66			
15	93	8/2/2024	DIP Spools - Price Escalation	\$22,008.91	Yes	\$22,008.91	\$57,106,396.73
16	94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$15,405.13	Yes	\$202,203.73	\$57,308,600.46
	95	8/14/2024	Fiber Loop Revision	\$7,836.45			
	96	8/14/2024	Fire Alarm Submittal Comments	\$16,958.78			
	97	8/20/2024	Additional Exterior Doors	\$40,019.36			
	98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$9,350.58			
	99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$3,499.65			
	100	8/29/2024	Additional Sidewalks	\$39,040.92			
	102	8/30/2024	FSB and MLS Waste Drains	\$18,205.45			
	103	9/13/2024	Hydronic Pump Control Changes	\$14,252.46			
	104	9/17/2024	Additional Interior Admin Doors	\$28,263.76			
	105	9/25/2024	MLS Fiberglass Door	\$9,371.20			
17	106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$8,169.58	Yes	\$83,648.58	\$57,392,249.04
	107	10/28/2024	Add Dryer Vent per RFI 190	\$1,852.24			
	108	11/7/2024	Scanning and Select Demolition	\$3,870.07			
	109	10/28/2024	Change Admin Curtain Wall System	\$13,189.44			
	110	10/28/2024	STB Plumbing Modifications	\$18,931.28			
	111	11/11/2024	DTC Transformer Relocation	\$11,327.32			
	112	10/30/2024	Admin Building Electrical Changes	\$16,561.61			
	113	11/18/2024	Air Content Deviation	-\$437.62			
	114	11/21/2024	EWR - NPW Check Valve	\$10,184.66			
18		3/5/2025	Completion Date Extension	\$0.00	Yes	\$0.00	\$57,392,249.04

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
19	115	12/5/2024	Secondary Digester Manway Repair	\$3,485.57	Yes	\$192,478.87	\$57,584,727.91
	116	1/14/2025	DTC Generator Room Changes	\$21,685.49			
	117	12/5/2024	Unit Heater Relocation (RFI 187)	\$2,308.55			
	118	12/5/2024	Admin Building Plumbing Changes	\$8,921.64			
	119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$11,889.82			
	120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$3,209.99			
	121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$4,425.69			
	122	12/30/2024	STB Additional Bends for TSS Sensor	\$2,762.82			
	123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$13,527.16			
	124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$4,091.83			
	125	1/6/2025	Add Coatings to Admin Corridor 188	\$2,720.39			
	126	1/13/2025	Watermain Replacement for MBR Drain Install	\$29,953.88			
	127	1/13/2025	Admin Light Gauge Framing Changes	\$5,552.94			
	128	1/13/2025	Add Railing to Roof of Primary Digester	\$7,672.08			
	129	2/10/2025	Add 8" Blind Flanges in DPS	\$1,098.09			
	130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$28,048.11			
	131	2/10/2025	Secondary Digester Corbel Demolition	\$5,827.01			
	132	3/6/2025	Admin Window Blinds	\$3,345.68			
	133	3/6/2025	Exterior Door Sweeps	\$4,316.93			
	134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet	\$708.20			
	135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$18,709.03			
	136	3/6/2025	STB Field Modifications	\$8,217.97			
20	137	3/28/2025	Replace 24" Air Piping between PB and AB	\$465,219.59	Yes	\$586,291.62	\$58,171,019.53
	139	3/18/2025	Biogas Area Changes	\$121,072.03			
21	138	3/17/2025	RSS Retaining Wall	\$390,754.62	No	\$465,902.72	\$58,636,922.25
	141	5/8/2025	RWC EQ Pipe and Control Valves	\$61,836.36			
	143	4/17/2025	MJ Caps for Existing Scum Lines	\$1,429.86			
	145	4/29/2025	Digester No. 2 Additional Manway Repair	\$3,298.29			
	146	5/5/2025	Admin Building Door Stoops	\$7,637.98			
	147	5/5/2025	Digester Manway Gaskets	\$945.61			



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
Emily Thamert, Human Resources Director
SUBJECT: Professional Services Agreement - Ehlers

Purpose:

Approve the Professional Service Agreement with Ehlers to create a Financial Management Plan for the City.

Background:

This new initiative is outlined in the City's 2025-2027 Strategic Plans.

The Financial Management Plan (FMP) will be a strategic tool to guide the City's fiscal decision-making and ensure long-term financial stability. Its purpose is to align financial resources with the City's priorities, support sustainable service delivery, and provide a clear budgeting, capital planning, and debt management framework. The FMP aims to provide a long-term financial roadmap for the City.

This plan will also include a staffing analysis scheduled for 2025, acknowledging that personnel costs represent about 70% of the City's budget. By incorporating this analysis into the FMP, we can take a comprehensive approach to evaluating resource allocations, identifying workforce needs, and supporting long-term fiscal sustainability.

Budget Impact:

The cost of the Financial Management Plan, not to exceed \$42,000, is less than the HR Staffing Study included in the 2025 Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal - Owatonna Financial Management Plan

May 1, 2025

Jenna L. Tuma
Assistant City Administrator
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

RE: Proposal for a Long-Term Financial Management Plan for the City of Owatonna, Minnesota

Dear Jenna,

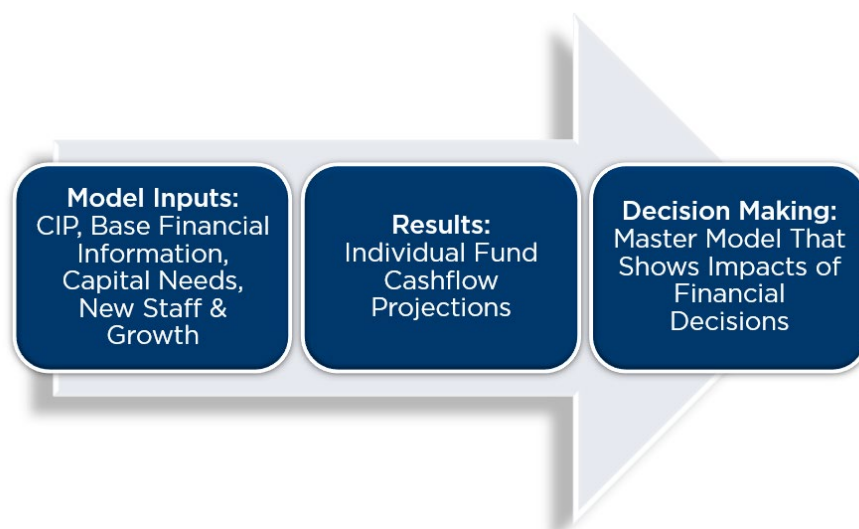
On behalf of Ehlers, we are pleased to present this proposal to undertake customized long-term financial planning for the City of Owatonna, Minnesota (“City”). We are grateful for the opportunity to provide value to the City and hope this proposal demonstrates our team’s collective commitment and qualifications to deliver dynamic and practical financing planning.

We understand the City is considering major investments in a public safety facility and community center in the near future, with local options sales tax being sought to assist with funding the latter. In addition, the City anticipates the need for more staff to support the new facilities and the continued growth in the community. The City would like assistance developing a staffing plan that aligns with these initiatives. Along with the new needs, the City also needs continued and increased annual funding for street improvement projects. The City would like to develop a long-term Financial Management Plan (“FMP”) as a tool to identify the financial needs of the City and evaluate potential impacts on property taxes and other funding sources.

The FMP will accomplish not only this but will be a vehicle to determine appropriate reserve balances for various funds, provide a strategic framework for timing and prioritization of projects and staffing while also balancing levy impacts and determine other appropriate funding sources. It will let us ask, “What if?” and explore those questions while developing a comprehensive funding strategy for the long-term operating and capital needs of the City.

Financial Management Plan

The FMP is a 10-year, long-term operating budget and capital improvement plan with a funding strategy developed through facilitated discussions with staff and the City Council. It will help guide the City's financial future and determine how the City can fund its capital needs and other activities. Ehlers will build a customized Microsoft Excel model for the City with cashflow projections for each fund that roll-up into a summary forecast.



Based on our discussions with City staff, we propose including the following funds in the FMP.

- General Fund
- Capital Projects Fund
- Storm Water Fund
- Sales Tax Capital Projects Fund
- Vehicle Replacement Internal Service Fund
- 3 Economic Development Authority (EDA) Funds
- 5 Debt Service Funds

As part of developing the FMP, Ehlers will engage the City Council in facilitated discussions to develop consensus regarding the financial direction of the City. We will overview what the FMP is, the process that is undertaken with staff, inputs and impacts, and policy decisions and projections. By understanding the financial impacts of decisions, the City Council can establish spending priorities and develop consensus about an acceptable level of property taxes and other revenues. The FMP will provide the City Council and public with an understanding of how today's decisions will affect constituents in the future.

Staff and Council Meetings for the FMP

The scope of work anticipates up to three meetings with staff, including one with the senior leadership team, and two meetings with the City Council. During the initial staff meeting, we will discuss policy issues to prepare a baseline model of the City's financial condition that incorporates existing operations, new staff and initiatives, plus all proposed capital expenditures. This baseline model will show financial impacts related to fund balances, property tax impacts, and apparent trends and will be reviewed in a subsequent meeting with staff. This is the starting place for the conversation with the City Council.

At the first City Council workshop, we will show the financial impact of accomplishing all the City's goals and determine if priorities need to be set between competing funding demands. Based on staff and City Council direction, we then refine the FMP, develop a fiscal strategy and make recommendations on financial policies at a second presentation to the City Council.

Financial Management Plan Deliverables

The FMP will deliver an achievable, comprehensive financial plan that has been reviewed by and agreed upon by the City Council. The FMP includes the following areas.

- Annual projected budget numbers for each of the next 10 years
- Inclusion of all capital improvements identified by the City
- Inclusion of additional staffing and related equipment
- Property tax impacts
- Facilitated discussions to reach consensus on prioritization of projects
- Presentation materials and attendance at up to two public meetings

Most importantly, the FMP process will result in a feasible funding plan for the City's operations and capital projects, as further described in Appendix A.

Project Team & Schedule

The Project Team for the FMP will consist of Dan Tienter, Kyle Sawyer and Kelly Horn. Dan will oversee the project and attend the City Council meetings, as well as meetings with City staff. Kyle and Kelly will complete the numerical analysis. Together, this team has over 30 years of experience.

Depending on the availability of financial data, capital improvement plans and staffing needs, an analysis of the above funds can be completed within three months. The entire FMP can be completed by late Summer/early Fall to inform the 2026 budget cycle.

Proposed Cost

Ehlers proposes to complete the FMP for the not-to-exceed cost of \$42,000. We propose that the project will be billed hourly at the hourly rate of \$295, for actual hours worked so that the final cost may be less. As the project unfolds, Ehlers will invoice monthly for the work completed in the prior month with descriptions of project activities and time expended.

Ehlers is committed to delivering, and showing value, in our work. Thank you for engaging with us in your financial planning discussion. We appreciate your consideration and look forward to discussing how Ehlers can best serve the City.

Sincerely,



Kyle Sawyer
Director of Fiscal Consulting
(651) 697-8539



Daniel Tienter
Municipal Advisor
(651) 697-8537

Appendix A: Scope of Work

The Financial Management Plan (“FMP”) will be completed in the following general steps.

- Step 1.** Review City’s current financial position, policies, and practices.
- Step 2.** Aggregate and outline all future capital needs and program requests from City staff and consultants. A comprehensive list of major capital items and operational needs will be developed with the staff leadership.
- Step 3.** Assist in identifying other policy issues to be discussed and establish a framework for such discussion.
- Step 4.** Evaluate the impact of any tax base changes. Potential changes in the tax base due to growth, redevelopment or anticipated business closures will be included in the FMP model, as well as expiring TIF Districts (if applicable).
- Step 5.** Create the FMP Base Model that shows the impact of including all capital requests. The Model will follow the City’s financial statements and show projected ending fund balances for each fund for each of the next ten years.
- Step 6.** Analyze options to best meet the City’s needs. Options might include varying the timing of capital projects, changing capital funding policies, or modeling alternative revenue sources. The financial impact, including determining bond rating impact(s), of up to two (2) scenarios will be shown.
- Step 7.** Prepare an achievable, comprehensive financial plan that helps the City fund capital and operating priorities and builds Council consensus.



DATE: May 20, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Accept Quote: Bituminous Material - Crane Creek Asphalt

Purpose:

Requesting City Council approval of a quote for bituminous material from Crane Creek Asphalt.

Background:

The Street Division purchases bituminous material from Crane Creek Asphalt as it is the nearest asphalt plant and works well for efficiency purposes. John Martin, Street Maintenance Manager, requested a bulk purchase quote for the 2025 Pavement Season and Crane Creek responded with a quoted price for all purchases this year. There are no minimum or maximum quantities tied to the bulk price quoted, so there are no obligations to purchase. The State does offer a state contract price for bituminous material which is weighed against the additional costs to haul a further distance from Mankato (nearest State Contract Plant). State contract pricing has not been released as of 5/16/2025.

Budget Impact:

It is estimated the bulk price is approximately \$5 less per ton than purchasing by the load. This will result in significant cost savings on bituminous material for paving and may allow for additional paving work throughout the city. Costs will typically be paid for by the Street Maintenance Operating Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 Crane Creek Asphalt Quote



CRANE CREEK ASPHALT

A DIVISION OF MARTIN CONSTRUCTION CO. • FARIBAUT, MN

710 24th Street NW
Faribault, MN 55021
(507) 331-4116
www.ccasphalt.com

EOE, including disability/vets

To:	City of Owatonna	Contact:			
Address:	540 West Hills Circle Owatonna, MN 55060	Phone:	(507) 444-4310		
		Fax:			
Project Name:	2025 City Of Owatonna Purchase Agreement Pricing	Bid Number:	12416-2025		
Project Location:	Rochester, MN	Bid Date:	5/13/2025		
Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

2025 FOB Pricing 5-13-25

26	1/2" Bituminous FOB Plant 85	6,000.00	TON	\$64.50	\$387,000.00
27	3/4" Bituminous FOB Plant 85	2,000.00	TON	\$62.50	\$125,000.00

Total Price for above 2025 FOB Pricing 5-13-25 Items: **\$512,000.00**

Notes:

- Plant 85 - 710 24th St NW - Faribault, MN
- Sales tax not included in above pricing
- Clean Chunks and Millings Can Be Dumped at Plant 85 at no Charge
- 1/2" Mix is A240B, or A340B
- 3/4" Mix is B240B, or B340B
- Project specific mix designs are not available. Copies of MNDOT mix designs are available. Jobs requiring mix designs must be made known 2 days in advance.
- Due to the volatility in the fuel and liquid asphalt market, we can only honor our prices for 10 days. Any quotes extended beyond 10 days are void and subject to change. Please call for an updated price.
- Please contact the plant manager for scheduling. A 2 week notice is preferred for large orders.

Payment Terms:

Payment due at time of pick-up if credit has not been established.

Payment is due upon receipt of invoice if credits approved.

~~Payment due as outlined in Bulk Purchase Agreement.~~

jm

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>City of Owatonna</u> Signature: <u>John Martin</u> Date of Acceptance: <u>5-15-2025</u>	CONFIRMED: Crane Creek Asphalt Authorized Signature: _____ Estimator: Chad Kelley (507) 251-5709 chad.kelley@rochsg.com
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