

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. Council to discuss the Vine Street Parking Lot and receive the Human Rights Commission 2022 Annual Report.



OWATONNA CITY COUNCIL MEETING

Tuesday, August 16, 2022 at 7:00 PM

Council Chambers, City Hall at 540 West Hills Circle

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

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

1.1. Council Agenda

1.2. Public Hearing - Proposed Assessments - 2021 Truman Avenue Project

1.2.1. Resolution 67-22 Adopt Proposed Assessments - 2021 Truman Avenue Project

1.3. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – August 1, 2022

2.2. Minutes - Board/Commission Meetings

2.2.1. Planning Commission Meeting - July 12, 2022

2.2.2. Human Rights Commission Meeting - July 12, 2022

2.2.3. Library Board Meeting - July 19, 2022

2.2.4. EDA Meeting - July 20, 2022

2.2.5. HRA Board Minutes - July 25, 2022

2.3. Department Reports:

2.3.1. Building and Inspection Monthly Reports - July 2022

2.3.2. Compliance-Inspection Report - August 12, 2022

2.4. Licenses/Permits

2.4.1. Exempt Permit - Open Arm Suicide Prevention - September 10, 2022

2.4.2. Exempt Permit - Exchange Club of Owatonna - December 15, 2022

2.4.3. Excluded Bingo - Early Morning Rotary - November 11, 2022

2.4.4. Event Permit - Walk to End Alzheimer's Disease - Alzheimer's Association - September 10, 2022

2.4.5. Event Permit - Welcome Walk - Owatonna Human Rights Commission - September 19, 2022

2.5. Miscellaneous

2.5.1. Fire Alarm Panel Upgrade at Fire Hall - Custom Alarm

2.5.2. Resolution 68-22: Authorize Contract for Fame Award Purchases

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 69-22: Request Special Legislative Session for Bonding Bill

3.3. Miscellaneous

3.3.1. Agreement for Functional Pre-Employment Testing for Police Department - WorkSTEPS

3.3.2. Obstruction Permit at Federated Insurance - Benike Construction

3.3.3. Park/Event Permit - Film Mini Series - Winter State Entertainment - August 24 - September 7, 2022

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, August 16, 2022 in the Council Chambers of City Hall at 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the 2021 Truman Avenue Project.

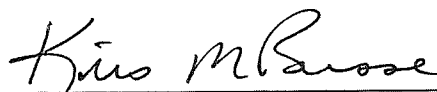
The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurements or calculation is in error, we would appreciate it if you would call the City Engineer's Office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

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

Declared costs of improvement of the 2021 Truman Avenue Project were \$3,402,076.60 of which \$232,139.44 was approved as assessments.

The City Council has provided that anyone 65 years of age, or older, owning and occupying a homestead, may ask for and receive deferment of a special assessment against that homestead if that person meets the criteria established by the Council on April 2, 2012. Forms for requesting this deferment are available at the office of the City Clerk.

Dated: August 1, 2022



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

Notice will post on the City's website and mailed on or before August 2, 2022.



Public Works Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Resolution 67-22 Adopt Proposed Assessments - 2021 Truman Avenue Project

Purpose:

Requesting City Council approval to adopt the assessments for the 2021 Truman Avenue Project.

Background:

A public hearing regarding the proposed assessments was held on August 16, 2022. The assessment will be repaid over a 10 year period of time. Since this is a 2021 project, the recommended interest rate is 3% which is based on the 2021 bond issue true interest costs.

Budget Impact:

The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by our policies and state statute. Assessments to be collected amount to \$232,139.44.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 67-22 Adopt Assessment - Truman Ave
2. Truman Ave Assessment Roll

RESOLUTION NO. 67-22

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against abutting property for the cost of construction of the 2021 Truman Avenue Project.

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

1. Such proposed assessment as amended, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2023 and shall bear interest at the rate of 3 (three) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before September 15, 2022 or interest will be charged through December 31 of the next succeeding year.

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

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

Aye __; No __; Absent __.

Approved and signed this ___ day of ____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

<u>PIN</u>	<u>Property Address</u>	<u>ASSESSMENT FRONTAGE</u>	<u>Owner Name</u>	<u>Per Foot</u>	<u>Total</u>
17-188-0108	1007 Truman Avenue	88	Austin & Kara Slimmer	52	\$4,576.00
17-188-0107	1013 Truman Avenue	85	George & Jeana Snyder	52	\$4,420.00
17-180-0102	1016 Truman Avenue	65.51	Christopher Faber & Tara Nordaas	52	\$3,406.52
17-188-0106	1019 Truman Avenue	80	Alex Degezelle	52	\$4,160.00
17-188-0105	1025 Truman Avenue	75	Carolyn Huff	52	\$3,900.00
17-188-0104	1037 Truman Avenue	85	James Qualley	52	\$4,420.00
17-188-0103	1045 Truman Avenue	77	Jeffrey Blum	52	\$4,004.00
17-188-0102	1053 Truman Avenue	85	Jeremy Wilson	52	\$4,420.00
17-179-0101	1054 Truman Avenue	320	Redeemer Lutheran Church	52	\$16,640.00
17-143-0810	509 Truman Avenue	66	Debbie Quaale	52	\$3,432.00
17-143-0811	515 Truman Avenue	66	Joseph Nading	52	\$3,432.00
17-143-0107	516 Truman Avenue	99	Andrea Ziegenhagen	52	\$5,148.00
17-143-0812	521 Truman Avenue	66	Bryanna Stewart	52	\$3,432.00
17-143-0813	527 Truman Avenue	66	Janet Dixon	52	\$3,432.00
17-143-0109	528 Truman Avenue	99	Glen & Joye Wolf	52	\$5,148.00
17-143-0201	604 Truman Avenue	66	Hannah Trahan & Blake Westphal	52	\$3,432.00
17-143-0702	609 Truman Avenue	66	Capelle Companies, LLC	52	\$3,432.00
17-143-0202	610 Truman Avenue	66	Cori Johnson	52	\$3,432.00
17-143-0703	615 Truman Avenue	66	Joan Dalen Life Estate	52	\$3,432.00
17-143-0207	616 Truman Avenue	66	Alex Weide	52	\$3,432.00
17-143-0704	619 Truman Avenue	66	ABKBJ Trust C/O Rich G Harsma Trustee	52	\$3,432.00
17-143-0208	620 Truman Avenue	66	Frances Pederson	52	\$3,432.00
17-136-0603	622 School Street E	132.65	Leroy & Julie Smit	52	\$6,897.80
17-143-0209	624 University Street E	66	Betty Krause	52	\$3,432.00
17-136-0401	625 Main Street E	25	Jon & Lila Jensen	52	\$1,300.00
17-142-0214	625 South Street E	132	Minh H Ong & Lona N Trinh	52	\$6,864.00
17-180-0101	630 Murray Street	65.5	Travis Schmidt & Samantha Carpenter	52	\$3,406.00
17-142-0119	630 South Street East	78.67	Randy & Gretchen Kirchner	52	\$4,090.84
17-143-0401	631 East Prospect Street	94.36	Gene Schmidtk	52	\$4,906.72
17-178-0101	631 Mcindoe Street	10	Jeffery D Harriman & Brittany J Harriman	52	\$520.00
17-136-0607	633 Academy Street E	10	James & Elaine Springer	52	\$520.00
17-136-0507	633 Agnes Street	28.35	Legault Estates LLC	52	\$1,474.20
17-143-0101	633 School Street E	10	Adam Hedberg	52	\$520.00
17-136-0506	634 Academy Street E	25	Katie Keck	52	\$1,300.00
17-151-0201	703 Academy Street E	10	Elaine Beich	52	\$520.00
17-143-0809	703 School Street E	66	Bradley and Cherie Behne	52	\$3,432.00
17-143-0601	703 Truman Avenue	66	Edward Leonard Vandenhemel & Denise Vandenhemel	52	\$3,432.00
17-151-0219	704 School Street E	10	Bryan & Jennifer Culligan	52	\$520.00
17-143-0301	704 Truman Avenue	25	Capelle Companies LLC	52	\$1,300.00
17-143-0701	705 Phelps Street E	66	Ellen Bremer	52	\$3,432.00
17-151-0101	706 Academy Street E	97.83	Academy Apartments % The Goodman Group	52	\$5,087.16
17-188-0101	706 Havana Road	85.07	James & Diane Vanravenhorst	52	\$4,423.64
17-143-0705	706 University Street E	66	Kash Priebe	52	\$3,432.00
17-143-0602	709 Truman Avenue	66	James & Mary Malakowsky	52	\$3,432.00
17-188-0113	711 South Street E	89	Patrick & Ruth Vizina	52	\$4,628.00
17-143-0302	712 Truman Avenue	75	Capelle Companies, LLC	52	\$3,900.00
17-143-0603	715 Truman Avenue	66	Ronald & Donna Herzog	52	\$3,432.00
17-143-0308	718 Truman Avenue	74	Capelle Companies, LLC	52	\$3,848.00
17-143-0604	719 Truman Avenue	66	Tara Miller	52	\$3,432.00
17-143-0605	725 Truman Avenue	66	Nicole R Strand & Peter Cook	52	\$3,432.00
17-143-0309	726 Truman Avenue	91	Capelle Companies, LLC	52	\$4,732.00
17-010-2209	741 Main Street E	198	Vesterby Real Estate Investments LLC	52	\$10,296.00
17-143-0501	803 Truman Avenue	94.28	Heather & David Thul	52	\$4,902.56
17-142-0121	812 Truman Avenue	90	Kenneth & Mary Schmidt	52	\$4,680.00
17-188-0201	813 Truman Avenue	10	Anthony & Bethany Wissbroecker	52	\$520.00
17-142-0120	818 Truman Avenue	68	Larry & Michelle Wencil	52	\$3,536.00
17-188-0112	909 Truman Avenue	89	Gerald & Janice Lewison Trustees	52	\$4,628.00
17-188-0111	913 Truman Avenue	88	Rick Stout	52	\$4,576.00
17-142-0230	916 Truman Avenue	10	Kathleen Krumholz	52	\$520.00
17-188-0110	917 Truman Avenue	85	Joshua & Lisa Indahl	52	\$4,420.00
17-188-0109	927 Truman Avenue	85	John Praus	52	\$4,420.00
					\$232,139.44



Mayor Kuntz

Owatonna City Council Minutes – DRAFT COPY

Council President Schultz called the regular session of the Owatonna City Council to order on Monday August 1, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Burbank, Boeke, Raney, Voss, Svenby and Schultz; Mayor Kuntz; Community Development Klecker; Public Works Director Skov; Human Resources Director Thamert; Fire Chief Hoffman; Communications Manager Sheely; City Attorney Walbran; City Administrator Busse, and Administrative Specialist Clawson. Council Member Dotson was unable to attend

Agenda

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

Consent Agenda

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

- Minutes – Council Meeting – July 19, 2022

- Event Permit – Car Show – Downtown Thursday – August 4, 2022

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

- Event Permit – Airport Fly In Breakfast – August 28, 2022

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

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

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

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

- Agreements to complete the Fire Hall Restoration Project:

 - TEREX Roofing & Sheet Metal LLC - \$87,135

 - ACME Tuckpointing & Restoration - \$52,100

Council Member Voss made a motion to approve these Consent Agenda Items; Council Member Burbank seconded the motion. Council Member Svenby commented he would recuse vote on the SCFF Event Permit as he is a Fair Board Member. Council Member Boeke expressed concern about untimely receipt of Event Permit Applications; City Administrator Busse commented applications should be filed 30 days prior to the event to allow review and input from various departments prior to council consideration. Staff will send information to reoccurring annual permit applicants at the end of the year explaining Event Permit Applications are now processed via Open Gov and request they timely submit their permit applications to comply with City Policy. All members present voted aye for approval.

Finance Report

Council Member Raney recapped payments made more than \$20,000 for this period. Bills presented for payment total \$1,221,951.71. Council Member Boeke made a motion to approve payment of these bills, Council Member Svenby seconded the motion, all members voted aye for approval.

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

Community Development Director Klecker presented the second/final reading of Proposed Ordinance 22-10. Baldwin Supply requested a portion of the drainage and utility easements in Lots 2 & 3, Block 1, Urch Addition be vacated as they plan to construct a building on the north

side of their existing building at 3440 9th Street NW. The Planning Commission recommended approval and Council approved the first reading of this proposed ordinance during their last meeting on July 19, 2022 and there have been no changes since. Council Member Raney made a motion for approval; Council Member Voss seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Burbank, Boeke, Raney and Schultz; the motion was approved. This will be known as Ordinance 1637 and effective upon publication. .

Resolution 64-22 Declaring Costs – 2021 Truman Avenue Project

Public Works Director Skov presented Resolution 64-22 declaring costs of the 2021 Truman Avenue Project. The contract price for such improvements is \$2,914,635.99, contract changes incurred or to be incurred in the making of such improvements amount to \$150,297.88, engineering costs of \$337,142.73 add to a total cost of \$3,402,076.60. Of this amount \$232,139.44 will be proposed as assessments to the property owners. Council Member Svenby made a motion to approve Resolution 64-22, Council Member Boeke seconded the motion; all members present voted aye in approval.

Resolution 65-22 Set Public Hearing Date – Proposed Assessments – 2021 Truman Avenue Project

Public Works Director Skov requested approval of Resolution 65-22 setting a public hearing on Tuesday, August 16, 2022 at 7:00 p.m. for comments on the Proposed Assessments of the 2021 Truman Avenue Project. Proposed Assessments totaling \$232,130.44 were calculated using a rate of \$52.00 per front footage. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion; all members present voted aye in approval.

Resolution 66-22 Appoint Election Judges – 2022 Primary and Special Election

City Administrator requested approval of Resolution 66-22 to appoint Election Judges for the 2022 Primary Election and Special Election planned for Tuesday, August 9, 2022. The Special Election is to fulfill the term of US Congressman, First Congressional District Jim Hagedorn who passed away in February; this term ends December 31 this year. Staff is also authorized to assign additional or substitute election judges as necessary for this Primary-Special Election. Council Member Voss made a motion to approve Resolution 66-22, Council Member Boeke seconded the motion; all members present voted aye in approval.

Garbage and Refuse Hauling License – Archambault Brothers, Inc.

City Administrator Busse presented the application received from Randy Archambault for a Garbage and Refuse Hauling License for Archambault Brothers, Inc of Faribault, MN. All license application requirements have been received, and background verification completed. This license will become effective immediately and expire at the end of the current licensing period, December 31, 2022. Council Member Raney made a motion for approval, Council Voss seconded the motion. Council Member Boeke asked restriction of the number of carriers should be considered, many cities do this to limit the number of routes and saves wear and tear on residential streets. City Administrator Busse commented many of the current vendors approved offer commercial services to only a few customers; one of the licensed garbage haulers has only one local customer.

Resolution 64-22 Declaring Costs – 2021 Truman Avenue Project

Public Works Director Skov requested approval of the proposal received from American Engineering Testing (AET) for Environmental Observation and Testing Services for the WWTP Expansion Project. The proposed Scope of Services includes Soil and Groundwater Management Plan Preparation, Excavation Observation and Soil Testing Asbestos Inspections for Retrofit Work, At the completion of construction, a final environmental report summarizing the results of excavation observations conducted on the site, if requested will be prepared. An asbestos inspection report will be prepared to document the results of sampling and analysis of building materials disturbed within the facility. The inspection report can be used by an abatement contractor, if asbestos/lead/PCBs in caulk is identified and needs to be abated prior to disturbing the building materials. Estimated proposed cost of these services is \$48,352.00, this includes analysis, removal and hauling of contaminated soils but does not include landfill costs. Council Member Voss commented the Potential Costs seem more than the stated costs, Skov explained the City will be charged for actual services complete, this is a fair estimate of costs. City Attorney Walbran commented insurance requirements were reviewed with the League of Minnesota Cities and they recommend insurance coverage of up to and not less than \$1.5 million. The Insurance Certificate received was for \$1 million and LMC recommends we request coverage of \$2 million on this project. Council Member Raney made a motion to approve the proposal received contingent on receiving the recommended amount of insurance coverage, Council Member Burbank seconded the motion; all members present voted aye in approval.

Staff Updates

Community Development Director Klecker commented the number of Building Permits issued to date this year is comparable to the same period last year; however, the valuation amount is considerably more. This year's valuation amount is \$47 million compared to \$29 million last year, \$20 million was just issued during July. A brief update on several projects was given: the Downtown Courtyard Marriot will open later this week, Community Pathways plans to open the first week of October, Smart Bus is in the finishing stages of construction, footings were poured for the apartments on the corner of 26th Street and Cedar Avenue, Holiday Station store on North Street is framing, Monson Eye Clinic at Peal Street poured footings last week, Kueper's Apartments on W 24th Avenue did receive their permits but haven't started their project, and the airport hangar project is underway.

Human Resourced Director Thamert gave a brief staff report and congratulated Matt Kath on his retirement, he has served 27 years as a Paid-on-Call Fire Fighter. This summer, HR Staff has hosted a table during the Downtown Thursday Events; this Thursday, Finance Director Moen and Community Development Director Klecker will be assisting them. The HR team is working with Communications Manager Sheely to create an Internal Communication Plan.

Fire Chief Hoffman commented two new fire fighters just completed Training Stages 1 & 2 and ready to begin live training Two new equipment operators have completed their initial training. An Officers Swearing In Ceremony will be held during the September 20th Council Meeting. He also congratulated Matt Kath on his retirement and thanked him for his 27 years of service at the Fire Department. There will be three firetrucks participating in Night to Unite activities tomorrow. The Fire Fighters Relief Association is planning to host the annual Chili Feed during Fire Awareness Week in October, this event has been canceled during the last two years because of covid concerns. The Fire Department will participate with CERT and Skywarn at the Steele County Free Fair as in previous years.

Communications Manager Sheely commented Park and Rec will have a booth during the Steele County Free Fair showing draft concepts of the proposed Park Master Plan . The July episode of City Spotlight is now available on the Public Access Channel, Facebook, and the City's website. She is working with the Human Rights Commission to promote Welcoming Week during the third week of September. Tomorrow, there will be a news release about the Certificate of Excellence received from the Government Finance Officers Association for its annual comprehensive financial report for the fiscal year ending December 1, 2020. She is also currently updating the City's Crisis Communication Plan. Mayor Kuntz commented he likes the new Chronicles published by the Peoples Press, Sheely commented the Chronicles is prepared with content from the Communications Task Force.

Public Works Director Skov commented the North Cedar Streetscape Project continues progress, concrete was poured from Broadway Street to Cedar Avenue and the intersection of Vine and Cedar will open to traffic this week. At the WWTP project site there are a lot of things happening behind the scenes and some dirt has been moved and the contractors have mobilized and are set up. Council Member Boeke commented he saw a map showing location of lead pipes used underground in Minnesota and asked if lead pipes could be lined as done with the CIPPS project. Skov explained typically lead pipes are from the watermain to a house and there are ways to replace the pipes without having to dig them up; chemical additives can be added to encapsulate the lead or a new line can be pulled in.

Public Comments: no comments heard.

Council/Administration Comments and General Information

Council Member Boeke commented the end of the Fire Hall Project should be within sight now with the agreements approved on the Consent Agenda tonight.

Council Member Raney thanked HR Director Thamert for inviting Council Members and Mayor Kuntz to assist tomorrow at the Annual City Employee picnic.

Mayor Kuntz commented he received a letter from the League of Minnesota Cities(LMC) naming Senator John Jasinski a LMC Legislator for 2022. LMC chose nine senators and nine House Representatives to receive this honor.

Council President Schultz thanked everyone for attending the meeting.

Adjournment: At 7:41 p.m., Council Member Raney made a motion to adjourn, Council Member Boeke seconded the motion, and all members voted aye in approval.

Dated: August 3, 2022
Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Board - Commission Minutes

OWATONNA PLANNING COMMISSION MINUTES FOR JULY 12, 2022

The Owatonna Planning Commission met in regular session at 5:30 pm in the Council Chambers of the City Administration Building with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Mark Meier, Rachel Springer-Gasner, Kelly Rooks, John Eickhoff, Mark Wilson, Nick Peake, and David Effertz. Community Development Manager Greg Kruschke and Planning Technician Kristen Kopp were also present.

A motion was made by Meier and seconded by Springer-Gasner to approve the minutes of the regular meeting of June 14, 2022. All Commissioners voting Aye, the motion carried.

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

Kruschke provided updates on the Cedar Avenue Streetscape project. He said that they're not on schedule to finish by July 20. They are trying to finish the 200 and 300 blocks by July 20. They are hoping that the Vine Street intersection is open next week. Wilson said the 300 block alley was paved today.

Kruschke said that the County sent out a postcard for a public open house for the East Side Corridor on July 21 at the Community Center. He said he would encourage them to attend if they get a chance.

Kruschke gave an update on previous items. He said the rezoning request from June went through City Council with no issues.

Kruschke presented the June Building Permits. We've permitted 8 single family houses this year. We had 18 house permits last year at this time. We have issued a total of 970 permits, which is five behind where we were at last year. The total valuation of permits is more than last year, and there are a lot of big permits yet to be issued this year.

The July 26 meeting will be cancelled as there are no requests.

There being no further business to come before the Planning Commission at this time, a motion was made by Meier and seconded by Springer-Gasner to adjourn the meeting at 5:41 pm. All Commissioners voting Aye, the motion passed.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

Owatonna Human Rights Commission – Minutes

The Owatonna Human Rights Commission (OHRC) met on Tuesday, July 12, 2022, in the Second Floor Conference Room at City Hall. At 5:30 p.m. Chairman Cords called the meeting to order with Commissioners Vanoosbree, Leon, Gillespie, Gunderson, Emanuelson and Cords; City Administrator Busse, and Administrative Specialist Clawson. Commissioner Effertz was unable to attend.

Following the Pledge of Allegiance, Commissioner Gunderson made a motion to approve the agenda as present. Commissioner Vanoosbree seconded the motion, all members present voted aye for approval.

Minutes of the June 14, 2022, OHRC Meeting were reviewed. Commissioner Cords made a motion to approve as presented, Commissioner Emanuelson seconded the motion, all members present voted aye for approval.

Items of Discussion:

Welcoming Week - During the zoom call yesterday, with George and Olivia from Welcoming America, the OHRC will receive a sponsorship stipend and other resources accessible for use to organize Welcoming Week. Committee Members Vanoosbree, Gunderson, Cords and Emanuelson participated during this call along with City Administrator Busse. Plans in discussion include:

Monday – Mural Dedication and Welcome Walk

Tuesday – Forum at the History Center – Overcoming Language Barriers, Austin OHRC

Wednesday - Art Center or History Center

Thursday – Library – Author with display “When you Can’t go Home”

City Administrator Busse advised start small for this event as this is the first year.

Commissioner Vanoosbree commented AGE plans to have a table/booth on the walk, will discuss their meeting tomorrow. Information will be sent to business and organizations asking if they wish to participate. Commissioner Cords commented he is meeting with School Superintendent Elstad next week and will ask if the school plans to participate. Planning for the mural dedication 4:30 pm – 5:00 pm and then the walk with food trucks from 5:00 pm – 8:00 pm. The committee will meet next week to review plans. City Administrator will invite Deanna Sheely, Communications Manager to the August OHRC Meeting for discussion to promote this event.

2022 OHRC Annual Report – Commissioner Cords presented a draft on an Annual Report. OHRC Commissioners asked to review for discussion and update during the August OHRC Meeting. Commissioners Cords and Gunderson plan to present this report to council.

OHRC Mural Project – The Girls Scouts have started painting and Artist DeLaitsch will begin soon. The project should be completed during August.

2022 OHRC Annual Report – Commissioner Cords will prepare for review during the July OHRC meeting. Commissioners Cords and Gunderson will present the OHRC Annual Report to council during a future meeting.

2023 Plans/Budget Request – Administration Budget Request will include \$2,700 for OHRC. Commissioner Vanoosbree commented largest planned expense is for a speaker during the MLK Event in January; Commissioner Cords will contact the school to inquire what they are planning for January 2023 and if collaborate for a speaker as was done this year.

At 6:20 p.m., Commissioner Emanuelson made a motion to adjourn, Commissioner Vanoosbree seconded this motion; with no objections, the meeting was adjourned. The next meeting will be Monday, August 8, 2022, at 5:30 p.m.; the date was changed to Monday because of the 2022 Primary & Special Election on Tuesday.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

Unapproved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Tuesday, July 19th, 4:30 PM

The Owatonna Public Library Board of Trustees held the monthly meeting on Tuesday, July 20th, 2021. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were President Trudy Severson, Vice President Karin Malin, Trustee Julianna Skulzacek and Library Director Mark Blando. Absent were Trustees Christy Tryhus and Meredith Erickson.

1. Call to Order

The meeting was called to order by President Severson at 4:30pm.

2. Reminder of Open Meeting Law

The open meeting law applies to the board meetings.

3. Public Comments

No Public Comments

4. Approve Minutes

Malin moved and Skulzacek seconded to approve the minutes of the June 2022 meeting. All aye and the motion approved.

5. Financial Report

Blando reported that the budget is on track for this month. Blando stated that he has had his preliminary budget meeting with Finance Director Moen and City Administrator Busse. He is working on his long range CIP plans which are to be submitted this week. We are now able to run a few reports with our new OpenGov financial software.

6. Children's Services Report for June 2022

See Attachment

7. Library Use Report

*Physical Materials circulation, New Borrowers, ILL, Visits
June at BPBL and OPL*

CKI & CKO - physical items				Jun-22	CKI & CKO - physical items				Jun-21
bp	Checkin	Normal CKI		1,450	bp	Checkin	Normal CKI		1,303
bp	Checkin	Late Checkin		303	bp	Checkin	Late Checkin		351
		BP TOTAL CKI		1,753			BP TOTAL CKI		1,654
bp	Checkout	First Time CKO		1,824	bp	Checkout	First Time CKO		1,489
bp	Checkout	Phone Renewal		102	bp	Checkout	Phone Renewal		129
bp	Checkout	Other Renewal		40	bp	Checkout	Other Renewal		55
bp	Checkout	Opac Renewal		100	bp	Checkout	Opac Renewal		134
bp		BP TOTAL CKO		2,066	bp		BP TOTAL CKO		1,807
CKI & CKO - physical items				Jun-22	CKI & CKO - physical items				Jun-21
owat	Checkin	Normal CKI		10,857	owat	Checkin	Normal CKI		9,243
owat	Checkin	Late Checkin		2,221	owat	Checkin	Late Checkin		1,407
		OPL TOTAL CKI		13,078			OPL TOTAL CKI		10,650
owat	Checkout	First Time CKO		13,821	owat	Checkout	First Time CKO		11,280
owat	Checkout	Phone Renewal		206	owat	Checkout	Phone Renewal		243
owat	Checkout	Other Renewal		301	owat	Checkout	Other Renewal		254
owat	Checkout	Opac Renewal		890	owat	Checkout	Opac Renewal		988
owat		OPL TOTAL CKO		15,218	owat		OPL TOTAL CKO		12,765

New Borrowers June 2022		Library Visits June 2022	
bp	39	bp	1,567
owat	181	owat	8,833

ILL/Loaned June 2022		ILL/Borrowed June 2022		ILL/Loaned June 2021		ILL/Borrowed June 2021	
bp	393	bp	289	bp	410	bp	321
owat	1,215	owat	1,170	owat	1,315	owat	1,270

a. Upcoming Programs

Blando is working in-person programming for the fall. He has dates set for Chad Lewis and is working on setting up other author talks. In conjunction with the Human Rights Commission's Welcome Week in September we will be bringing back James Bowey to do his presentation "When Home Won't Let You Stay"

8. SELCO Update

No Update

9. Library Updates

Blando reported that librarian Cassie Gilgenbach had one of her FB posts go viral. We are working with the People's Press to do an article.

Blando represented the library at the city's First Thursday booth. He passed out Summer Reading Program brochures and talked library renovation with booth visitors. It was a great way to get out and meet with those who may not be stopping in the library.

Blando reported that the windows have been washed. We will get the washing on a more regular rotation.

A discussion was had about the library's policy for book challenges should they arise.

10. Renovation Update

After speaking with members of the City Council and City Administrator Busse, Blando says that the North Book Drop may not be the best use of time and money for the library.

Adjourn

A motion to adjourn was made by Skulzacek and seconded by Malin. All aye.
The meeting adjourned at 5:25 pm.

The board will take the month of August off. The next meeting will be Tuesday, September 20th at 4:30pm.

Respectfully submitted by Mark Blando

DRAFT

Children's Services June 2022

June began with a "Shout-Out" at Washington Elementary. Darla Lager, Lisa Boutelle, Jeff Titus and Violet Fluegel let 543 students and teachers know what was going on at the Owatonna Public Library this summer.

Kick-off for "Oceans of Possibilities", the theme for the Summer 2022 reading program, began at 9:00 AM on Friday, June 3. Ice cream, River Springs Waterpark passes, reading logs and tattoos were handed out. This was the first day children could sign-up for the Summer Reading Program. At 10:00 AM the Zoo Man shared his snakes, turtles and homing pigeons with the crowd. That Friday morning, 878 children and adults visited Children's Services.



Storytime began on Tuesday, June 7. It is held each Tuesday at 9:30 AM and 10:30 AM. In the month of June, Storytime was held 8 times for 323 children and adults.



On June 9th, Professor Norman performed his "Amazing Science" program to a crowd of 139 people.

There were 2 musical performances on June 16th. The Bazillions sang to a group of 90 people in the morning. That evening the Chione Quintet played the bassoon, flute, oboe, clarinet and French horn for a group of 19. Each instrument represented characters in the book "Shoua and the Northern Lights Dragon" written by Minnesota author Ka Vang.





The Bakken Museum offered a program on June 22 called "Be a Biologist". Children going into 2nd through 5th grade were invited to attend. That Wednesday morning 23 young people learned about healthy waterways and explored fossils.

The first bookfair of the summer was held on Thursday, June 23. Children who had read at least 20 minutes a day for ten days in June, were able to pick out a book of their choice from the bookfair. From 10:00 AM to 6:00 PM, 416 children, accompanied by 186 adults, picked out their books.

Magician Greg the Great made an appearance at the library on Wednesday, June 29. The crowd of 156 people were treated to many magical tricks.

The film "The Little Mermaid" was shown in the Gainey Room to 12 people on Thursday, June 30.



Darla Lager
July 19, 2022

**EDA
Minutes
July 20, 2022**

The Owatonna Economic Development Authority met in regular session at 4:00 PM at the City Council Chambers with President Raney presiding. Commissioners present: Dan Boeke, Corey Mensink, Tom Peterson, Kevin Raney, and Doug Voss. Commissioners Andy Cowell and Brenda DeVinny were absent. Also present were Troy Klecker, Bill Owens, Brad Meier, Lisa Cochran, Glenda Smith, Dave Beaver, and Kristen Kopp.

Approval of Minutes. Commissioner Boeke moved approval of the minutes of the June 15, 2022 meeting with second by Commissioner Peterson. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for June. Second half payments to the Chamber and OABDC will be coming later this month. Lodging tax is down, or really trailing behind. The rents and leases were over budget because of the lease of the Stendel parking lot on Main Street, as the City wanted to eliminate doing the plowing this year. Peterson asked about the Balance Statement by Fund. Klecker said that the Finance Director handles all of the investments.

Loan Report. Bill Owens presented the Loan Report for June. Klecker said that we're on automatic withdrawals with Wagner's and the last one didn't go through. City Attorney Mark Walbran contacted him and he said there are sufficient funds now, so we'll be taking out two months' worth on the next payment. He said the people he's talked to about the Forgivable Loan Program are anxious to get their projects done. Klecker said that the totals for the approved interior should be \$104,704. We haven't officially approved the Heinz and Knopic loans.

OACCT Report. Chamber Director Brad Meier presented the OACCT Report for June. RFPs for Communitywide Branding have been sent out and should be back on August 15th.

Main Street Report. MainStreet Director Lisa Cochran presented the Quarterly MainStreet Report. She said that she met with Communications Director Deanna Sheely yesterday and she's very excited to work closely with MainStreet. The last Downtown Thursday is in two weeks and Cochran is helping with Gem Days because she was on that committee before she was hired and wanted to follow through with the commitment. It's just a one-time deal. Voss said that August 4 is going to be a big night downtown. Cochran said that it's the ribbon-cutting for the hotel and there are a couple different food trucks and vendors that will be coming. Raney said he thought the July Downtown Thursday was better attended than the June event.

Tourism Report. Tourism Director Glenda Smith presented the Quarterly Tourism Report. She highlighted monthly visitor counts, with 500 attendees at Hops for Habitat in April, 4,100 for three events in May, and 3,500 for five events in June. She talked about a couple of key marketing activities she's working on. One is a Concierge VIP Day on August 18. This is a full day event that includes a downtown tour, a guided bus tour of Owatonna highlights, and a tour of the Steele County Free Fair. The other piece is a platform called Shrpa that provides different adventures or itineraries for visitors. She highlighted group tours. Voss asked if she gets any feedback from restaurants concerning how many visitors from different events patronize their

businesses. She said she hasn't, but that can be hard to track. Raney said Council got some negative feedback because the attendees of the Eagles Convention got parking tickets. He said the same ordinance applies during GEM Days. He asked how do we get the word out better about parking and wondered if they have access to the parking maps. Smith said that they didn't, but that is a good thing to note so she knows for future events.

OABDC Report. Bill Owens presented the OABDC Report for June. He said consulting hours were almost nonexistent. They've already got some new clients for this fiscal year, which began on July 1. He highlighted the rent roll for the center. Occupancy is 93% in July.

Airport Report. Airport Manager Dave Beaver presented the Quarterly Airport Report. Business is pretty good right now with some decent arrivals this last quarter, including Shattuck, Con Agra, and Cashwise. Flight School is doing pretty well. Fuel volumes are an indicator of how we're doing, and it's up 40% from last year. A lot is used by Accelerated Aviation and the turbo prop jet. The Fly-in Breakfast is scheduled for the end of August. End of July he's going to Oshkosh to work a booth.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for June. The hotel is progressing very rapidly toward a beginning of August opening. They've shown 117 W Bridge Street and 148 W Main Street recently. These projects do take a while from the time we approve something. He reported on TIF projects over the last 10 years. On the industrial side, a total of 12 TIF projects amounted to about 1,000 new jobs and 1.6 Million square feet of industrial space. There are a number of spin-off projects that wouldn't have happened without the TIF projects as well. There was a total of 16 Redevelopment Projects, which helped address the old hospital, Hardees, Budget Mart, Cedarview Nursing Home, Arnold House, and more, as well as a number of dilapidated houses. They've produced seven apartment buildings, Fareway grocery store, a strip mall, new hardware store, Torey's, Foremost, and Courtyard by Marriott, as well as a new restaurant in the former Jerry's space, a new eye clinic, and new wine bar coming soon. He said they've been able to transform our downtown. Raney said TIF has been absolutely successful. Peterson asked about the EDA projects list and what is the qualifier. Klecker said it either involved EDA owned land or a City approval like TIF. Beyond this there are several other projects that didn't need assistance or happened on their own and we don't have any direct involvement in the deal. We are somehow financially involved in these projects. Peterson asked if they keep track of the other projects. Klecker said that they do. He tries to highlight the bigger projects at Council meetings and there is a building permit list of ongoing projects and monthly permit reports are posted online on the Building Inspections website.

Old Business. Klecker said that there was some discussion about reviewing the guidelines of the Forgivable Loan Program. For the most part, it's working really well. The problem he's running into is when we actually make a payment. He's worried about situations where, for instance, it's a \$50,000 project and they do \$10,000 worth and get reimbursement, but the rest of the project is not finished. He wants some assurance that the project is completed. Do we wait until the permit is issued? There are a few that submit for reimbursement on an ongoing basis. He asked if they want to spell that out more clearly or keep it open ended with some guidance. It's really only forgivable upon them opening and staying in business for five years. Voss asked who the MainStreet Committee is. Klecker said that there is a committee that looks at them to determine that what they're proposing is generally in line with the historical look. The last thing we want to

do is put public dollars into something that does not fit the downtown. He said that the EDA is approving dollars, the design committee is just looking at the design. For the most part we haven't had any issues. There have maybe been one or two projects that were tweaked a little. Raney said that it's taxpayer dollars. Klecker said that this is a step in the process, just like the Loan Committee looks at it. Raney asked who makes the next yes or no. Klecker said that usually they want to know if they will have EDA dollars for the project before they even start the process. They won't do it if they don't get the loan. The way we do it is more advantageous so that they have approval before they spend money on an architectural design. They want to make sure they have dollars before they start incurring costs on any design work. Raney asked if it should still come to the EDA so that the MainStreet Committee isn't thrown under the bus. Klecker said he doesn't want to make it more cumbersome because it's working really smoothly, and timing is tough. Raney said they're setting themselves up for potential danger. Klecker said that the American Legion wanted to put a couple windows in, but what they want isn't historic, but it's better than what was there before. There's a commonsense approach to it all. Meier asked if Raney's worry is that it puts MainStreet in a tough spot. Raney said we'd take the pressure off the board because they weren't the last one to approve it. Klecker said another factor is that it has to go through building inspection review, and that could change the scope of it. These reviews are understood as part of the process and the EDA is just allocating the funds. Mensink said he wanted to respond to Troy's initial question. Without overseeing the entire construction project, his opinion is that if they put \$10,000 in, we reimburse them, but if they're not open for five years, it's not forgivable. Klecker said that he'd like to note that a building permit needs to be obtaining before the money is reimbursed. Mensink said he agreed with that. He said this program has just been great. Beyond the building permit thing, he said he wouldn't change it. Klecker asked if they walked away from the project, at what point do we start collecting? We might have to come back and revisit that at some point in time. Voss said that, with the impact we're having, the risk is really low. Klecker said that, all said and done, if one doesn't work out, it was still worth it. Klecker would like to add the building permit stipulation for projects needing a permit. A motion was made by Mensink and seconded by Voss to amend the existing loan documents with the revision that the applicant needs a building permit for any project requiring a building permit before funds are distributed. All Commissioners voting Aye, the motion passed.

Klecker said that they had talked about another \$100,000 for the loan program and there are two projects in line, should that be approved. A motion was made by Mensink and seconded by Peterson to allocate another \$100,000 to the Forgivable Loan Program. All Commissioners voting Aye, the motion passed.

Other Business. There was some discussion about the new Bird scooters. Klecker said that he's the contact person with Bird. He's been in contact with them about concerns and they will contact the fleet manager to address them. Raney said he thinks Troy has done a great job with this and they are a private company. They have to step up.

Schedule Next Meeting. The next EDA meeting is scheduled for **August 17, 2022** at 4:00 PM at the City Council Chambers.

Adjournment. There being no further business, a motion was made by Commissioner Mensink and seconded by Commissioner Voss to adjourn the meeting at 5:21 pm. All Commissioners voting Aye, the motion passed.

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on JULY 25, 2022

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:05 p.m. in the 2nd Floor Conference Room by Chairperson Olivo.

Members present were Nathan Dotson, John Hole, Shari Kropp, and Vicky Olivo. Also present were Housing Manager Ghassan Madkour and Planning Technician Kristen Kopp.

Approval of the Minutes: Chairperson Olivo called for a motion to approve the minutes of the May 23, 2022 meeting. A motion was made by Dotson and seconded by Hole to approve the minutes. All Commissioners voting Aye, the motion carried.

Executive Directors Report: Ghassan said everything is still status quo. The Courtyard by Marriott will be opening very soon. Everything else is moving along.

There was some discussion about the Housing Trust Fund. Madkour said that MN Prairie board did approve two people to work under Karina. He believes the application is in and that Dodge and Waseca Counties are also participating.

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 June totaled 117. Total year to date assistance and administration costs were \$390,042.31 and revenues were \$314,576.22. The Housing Choice Voucher Program fund balance at June month end is \$146,185.31. Madkour provided City of Owatonna HRA monthly balance sheet and revenue/expense reports for the HRA General Fund including the Bridges Programs. The HRA Revenues year to date total is \$226,293.07 and the expenses total \$212,226.67. The HRA General Fund balance is \$409,755.49.

Madkour said that he's been busy. Nine people are searching for Bridges. It's fluctuating. The County Grant from South Central Human Relations has 10 clients and there are 22 clients with the State Grant. We've had a few people come off Bridges and move to Section 8. One of our clients on Bridges in West Concord came to the top of the Dodge County waitlist. She's moving to Owatonna, but porting her Dodge County voucher. Last time we met, we had 17 on the Mainstream Voucher Program, and we'll be at 22 as of August 1. Our HCV numbers have dropped to 87 because a few people left the program. We have 113 vouchers to work with. We're at seven port-ins right now. He might just absorb some of them. He doesn't like doing that, because he likes our local tenants to use our vouchers first and we get admin fees per port-in. There are three port-outs, all up in the Cities. We're at 151 clients total, not including the four we administer from Austin. He said he's really happy with Mainstream. They have approved it to be long-term, so it is permanent, just a matter of who qualifies. We have new financial software, so the balance sheets look different.

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

The next meeting will be Monday, August 22, 2022.

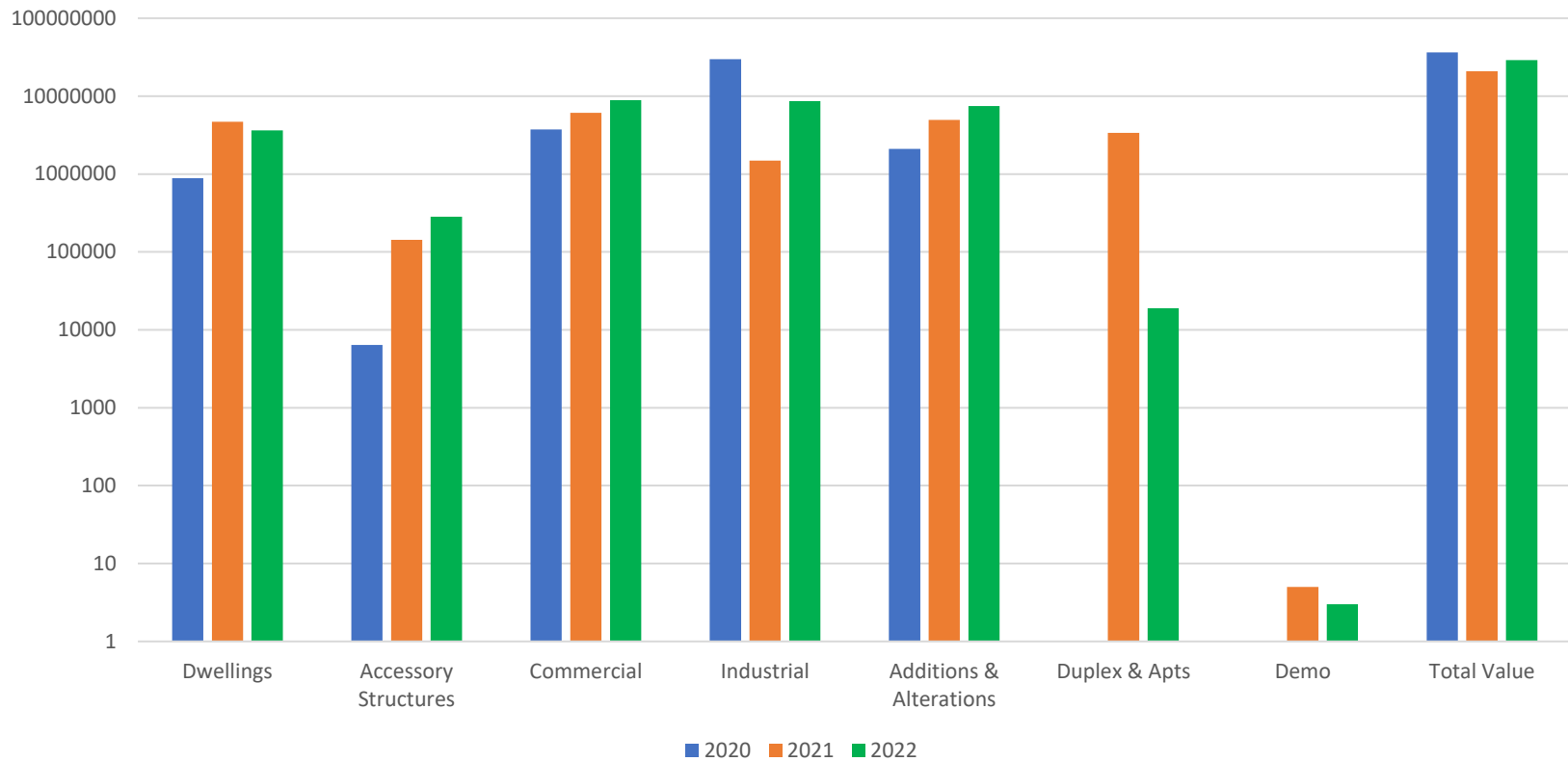
Adjournment: There being no further business, a motion to adjourn was made by Dotson, seconded by Hole. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:28 p.m.

Respectfully Submitted,
Ghassan Madkour
Housing Manager



Department Reports

July Permit Valuation Comparisons 2020-2022



Owatonna Building Inspection Department Comparison Report- Construction to Date 2021/2022

Construction Report for Permits Issued through July 31, 2022

TYPE OF WORK	2021 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2022 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	23	5,977,650	23	10	3,631,925	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	65	150,216		94	282,866	
COMMERCIAL PROJECTS	111	6,995,283		130	8,869,882	
INDUSTRIAL PROJECTS	37	1,767,381		48	8,653,897	
RESIDENTIAL ADD. & ALT.	898	5,948,453		870	7,432,254	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	3	8,368,000	79	2	18,868	
DEMOLITION PERMITS	6	-		3		
TOTAL PERMITS ISSUED	1,143	29,206,983	102	1,157	28,889,692	0

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2021 AND 2022															Ken Beck, Building Official
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL	
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE
Jan '21	0	0	4	4,500	15	2,281,485	3	18,800	93	582,445	1	2,968,000	2	118	5,855,230
Jan '22	0	0	4	7,640	14	104,970	11	3,775,051	68	419,719	0	0	0	97	4,307,380
Feb '21	3	600,000	4	4,500	24	2,403,602	6	22,800	201	1,064,641	1	2,968,000	2	241	7,063,543
Feb '22	0	0	12	22,742	24	1,753,403	16	4,817,476	139	855,061	0	0	0	191	7,448,682
Mar '21	6	1,200,000	6	7,800	41	2,659,928	14	230,900	345	1,798,868	1	2,968,000	2	415	8,865,496
Mar '22	5	1,901,925	33	67,493	35	2,161,547	26	5,560,379	284	1,747,846	0	0	1	384	11,492,265
Apr '21	10	2,260,000	17	17,326	61	3,232,680	20	873,200	482	2,740,015	1	2,968,000	2	593	12,091,221
Apr '22	5	1,901,925	51	96,566	58	2,827,402	30	5,592,069	411	2,785,871	0	0.00	0.00	555	13,256,908
May '21	17	4,375,000	39	69,626	77	4,895,502	25	1,225,930	630	4,155,201	1	2,968,000	2	791	17,689,259
May '22	6	2,141,925	62	112,316	75	5,328,038	36	6,191,103	585	4,336,520	0	0	0	764	18,162,974
Jun '21	18	4,675,000	57	143,066	92	6,121,333	31	1,492,510	770	4,971,159	2	3,388,000	5	975	20,791,068
Jun '22	8	3,061,925	76	155,666	107	6,779,903	40	7,384,127	738	6,392,230	0	0	3	970	23,826,923
Jul '21	23	5,977,650	65	150,216	111	6,995,283	37	1,767,381	898	5,948,453	3	8,368,000	6	1143	29,206,983
Jul '22	10	3,631,925	94	282,866	130	8,869,882	48	8,653,897	870	7,432,254	2	18,868,000	3	1,155	47,738,824
Aug '21	25	6,577,650	76	177,271	130	8,814,793	52	2,190,421	1,002	7,031,277	5	8,668,000	6	1,296	33,459,412
Aug '22															
Sep '21	29	7,373,650	93	198,896	150	21,018,100	61	2,713,781	1,145	8,728,052	5	8,668,000	7	1,490	48,700,479
Sep '22															
Oct '21	31	7,773,650	100	227,096	157	21,675,198	66	5,163,621	1292	9,941,707	5	8,668,000	7	1,658	*53,449,272
Oct '22															
Nov '21	39	10,023,650	110	241,271	165	22,828,867	68	5,747,938	1,442	10,923,871	5	8,668,000	7	1,836	*58,433,597
Nov '22															
Dec '21	40	10,373,650	113	250,971	185	23,884,442	71	5,767,938	1,551	11,748,489	6	9,668,000	8	1,974	*61,693,490
Dec '22															
Report compiled and prepared by Kristen Kopp										* Does not include \$94,000,000 valuation of Owatonna High School					

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Frontage Road West	Hill side with tall thistles. See attached picture 7365 of the complaint location as of 7/29/22. No change in the complaint location status as of 8/2/22, 8/3/22, 8/4/22, 8/5/22, 8/8/228/9/22.	7/29/2022	8/3/2022	8/13/2022			0.5
Glendale Street	Tree branches on the vacant lot 17-507-0101 front boulevard area. See attached picture 7294 of the complaint location as of 7/20/22. No additional changes complaint location were noted as of 7/21/22, 7/22/22, 7/25/22, 7/26/22, 7/27/22, 7/28/22, 7/29/22.	7/19/2022	7/20/2022	7/30/2022	8/1/2022	The tree branches on the vacant lot have been removed as of 8/1/22.	1
Greenleaf Place Southeast	Vacant lots 17-547-0102 and 17-547-0104 with long grass and weeds. See attached pictures 7327, 7330 of the complaint vacant lot as of 7/28/22. No change in complaint location vacant lots as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/28/2022		8/17/2022			0.5
Greenleaf Road Southeast	Vacant lot 17-547-0101 with long grass and weeds. See attached picture 7326 of the complaint location as of 7/28/22. This vacant lot has been mowed as of 8/1/22.	7/28/2022			8/1/2022	Vacant lot 17-547-0101 has been mowed as of 8/1/22.	1
Greenleaf Road Southeast	Vacant lots 17-369-0104, 0105, 0106, 0107 and 17-547-0108, 0109 with long grass and weeds. See pictures 7328, 7329, 7331, 7332, 7333, 7334 of the vacant lot as of 7/28/22.	7/28/2022	8/3/2022	8/17/2022			0.5
Meadowview Lane Northeast	Vacant lots 17-574-0726, 0727 with long weeds and grass. See attached pictures 7360, 7361 of the complaint location as of 7/29/22. No change in complaint location vacant lots status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022			0.5
10 Aspen Highland Place Northeast	Brown living room reclining chair on front blvd area. See attached pictures 7370, 7371 of the complaint location as of 8/2/22. The complaint location reclining chair on the front blvd area has been removed as of 8/3/22.	8/2/2022			8/3/2022	Has been removed.	1
1037 Grandview Avenue	Long weeds and grass in all yards and around the house. See attached picture 7287 of the complaint location as of 7/20/22.	7/20/2022	7/26/2022	8/6/2022	7/26/2022	The complaint location with long weeds and grass has been mowed as of 7/26/22.	1
104 Valleyview Place Northwest	The complaint location couch has been removed as of 7/14/22.	7/14/2022			7/14/2022	Has been removed.	0.5
105 Shady Avenue	Standard size mattress on the front driveway area. See attached picture 7274 of the complaint location as of 7/18/22.	7/18/2022			7/19/2022	Has been removed as of 7/19/22.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1120 Lincoln Avenue South	Long weeds and grass in all yards and around the house. See attached picture 7271 of the complaint location as of 7/18/22.	7/18/2022	7/22/2022	8/2/2022	7/22/2022	The complaint location with long weeds and grass in all yard and around the house has been mowed as of 7/22/22.	1
1122 Oak Avenue South	Complaint: Tall grass. Long weeds and grass in all yards and around the building. See attached picture 7286 of the complaint location as of 7/20/22. No change in the complaint location status as of 7/21/22.	7/20/2022	7/22/2022	8/2/2022	7/22/2022	The complaint location with long weeds and grass in all yards and around the building has been mowed as of 7/22/22.	1
113 North Street East	The brown three seat couch has been removed as of 7/18/22. The TV stand on the front blvd area still remains in place as of 7/18/22, 7/19/22.	7/18/2022			7/20/2022	The complaint TV stand on the front blvd areas has been removed as of 7/20/22.	1
1160 Austin Road	Six drawer dresser on the front blvd. See attached picture 7275 of the complaint location as of 7/19/22.	7/19/2022			7/20/2022	Has been removed as 7/20/22.	1
1260 Truman Avenue	Reinspection of the complaint location as of 7/25/22. See attached picture 7306 of the complaint location with long weeds and grass in all yards as of 7/25/22. Need to call lawn service. 7/25/22 - contacted mowers. 9609 The complaint location has not been mowed as of 7/26/22, 7/27/22.	7/25/2022			7/28/2022	The complaint location has been mowed as of 7/28/22.	1
150 19 Place Northeast	Complaint: Back deck has fallen in, tall noxious weeds, shed and gutters are not maintained. See attached pictures 7393, 7394, 7395 of the complaint location as of 8/5/22. Tall weeds around the house and in flower beds, upside down barbecue grill in front of garage as of 8/5/22. Unable to see the back side of the complaint location house as of 8/5/22. No change in the complaint location status as of 8/8/22, 8/9/22.	8/5/2022	8/9/2022	8/19/2022			0.5
1505 Sunset Drive Southwest	Long weeds and grass in all yards and around the house. See attached pictures 7374, 7375 of the complaint location as of 8/3/22. No change in the complaint location status as of 8/5/22, 8/8/22, 8/9/22.	8/3/2022	8/5/2022	8/15/2022			0.5
151 Park Drive	Long weeds and grass in the front of blvd, ditch areas. See attached pictures 7363, 7364 of the complaint location 17-425-0101 as of 7/29/22. No change in complaint location status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022			0.5
1519 Cedar Avenue North	Complaint: Long grass, weeds in driveway, grass inside fence needs to be mowed.	8/10/2022				Need to send violation notice.	0.5
1736 St Paul Road Northeast	Complaint: Leaves in between two fences are not getting cleaned up.	7/29/2022			7/29/2022	No violation found. Did not see an excessive amount of leaves in between the two fences. This is a civil issue between the residents at 1726 & 1736. 9609	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1775 Bigelow Avenue	Living room coffee table and two end tables on front blvd area. See attached picture 7262 of the complaint location as of 7/14/22. The complaint location coffee table and end tables were removed from the front blvd area as of 7/15/22.	7/14/2022			7/15/2022	Have been removed.	1
1930 Kenyon Road Northeast	See attached reinspection pictures 7336, 7337, 7338 of the complaint location on Wildflower drive as of 7/28/22. No change in the complaint location status as of 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	7/30/2022	8/13/2022			0.5
2035 Bigelow Avenue	White living room chair, bar chair, small cabinet, and a child's car seat on the front blvd area. See attached picture 7245 of the complaint location as of 7/12/22. No change in complaint location status as of 7/13/22. The complaint location removed the bar chair and small cabinet as of 7/14/22. 7/15/22 - Sent notice for the living room chair and car seat.	7/14/2022	7/15/2022	7/25/2022	7/19/2022	The only complaint item remaining on the front blvd area is the white living room chair as of 7/18/22. The complaint items has been removed from the front blvd area as of 7/19/22.	1
205 Oak Avenue North	Complaint: Tall weeds in landscaping along Oak Street. See attached pictures 7263, 7264, 7265 of the complaint location as of 7/15/22. No change in the complaint status as of 7/18/22, 7/19/22, 7/20/22, 7/21/22, 7/22/22, 7/25/22, 7/26/22, 7/27/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22. 7/28/22 - Spoke with representative - just got notice and asked for an extension. Gave him an extra week to get it taken care of. 9609	7/15/2022	7/20/2022	8/6/2022			0.5
205 Oak Avenue North	The reinspection of the complaint location with tall weeds in the landscaping along Oak Street has not been done as of 8/8/22. See attached picture 7407 of the complaint location as of 8/8/22. Need to call the lawn service. Tall weeds not cut or removed as of 8/9/22. 8/9/22 - Contacted mower. 9609	8/8/2022					0.5
2100 Bridge Street West	Long weeds and grass in the front of blvd, ditch areas. See attached picture 7362 of the complaint location 17-425-0104 as of 7/29/22. The complaint location mowed the front blvd area as of 8/4/22. The ditch area was not mowed at this point in time on 8/4/22. No additional change of the complaint location front ditch long grass and weeds as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022			0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
221 Beech Avenue	Misc items in front of garage & tall weeds/grass in all yards and around house. See attached pictures 7381, 7382 of the complaint location as of 8/3/22. No change in the complaint status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	8/3/2022				Need to send violation notice.	0.5
223 Selby Avenue	2 living room chairs, bed springs & frame, misc items. See attached picture 7312 of the complaint location as of 7/25/22. The complaint items were removed as of 7/27/22.	7/25/2022			7/27/2022	Have been removed.	0.5
225 Allan Avenue Southwest	Long weeds and grass in all yards and around the house. See attached pictures 7197, 7298 of the complaint location as of 7/20/22.	7/20/2022	7/26/2022	8/6/2022	7/26/2022	The complaint location with long weeds and grass has been mowed as of 7/26/22.	1
2372 Haddonstone Lane Northeast	The complaint vacant lot 17-600-0110 have been mowed as of 7/18/22.	7/18/2022			7/18/2022	Has been mowed.	0.5
2376 Haddonstone Lane Northeast	The complaint vacant lot has been mowed as of 7/18/22.	7/18/2022			7/18/2022	Has been mowed.	0.5
239 Rice Street East	Complaint: tall weeds in yard and along driveway.	8/10/2022				Need to send violation notice.	0.5
2392 Haddonstone Lane Northeast	Vacant lot 17-600-0112 with long grass and weeds. See attached picture 7300 of the complaint vacant lot as of 7/21/22. No change in vacant lot complaint status as of 7/26/22, 7/27/22, 7/28/22, 7/29/22.	7/20/2022	7/26/2022	8/9/2022	8/1/2022	The vacant lot has been mowed as of 8/1/22.	0.5
2396 Haddonstone Lane Northeast	Vacant lot 17-600-0113 with long grass and weeds. See attached picture 7301 of the complaint vacant lot as of 7/21/22. No change in vacant lot complaint status as of 7/26/22, 7/27/22, 7/28/22, 7/29/22.	7/20/2022	7/26/2022	8/9/2022	8/1/2022	The vacant lot has been mowed as of 8/1/22.	1
2402 Haddonstone Lane Northeast	Vacant lot 17-600-0114 with long grass and weeds. See attached picture 7302 of the complaint vacant lot as of 7/21/22. No change in vacant lot complaint status as of 7/26/22, 7/27/22, 7/28/22, 7/29/22.	7/20/2022	7/26/2022	8/9/2022	8/1/2022	The vacant lot has been mowed as of 8/1/22.	1
245 Locust Avenue	The complaint location with long weeds and grass in all yards and around the house has been mowed as of 7/15/22.	7/15/2022			7/15/2022		0.5
246 McKinley Street East	Brown reclining chair and 3 white chairs have been removed. 3 seat couch and table remain on blvd. See attached pictures 7314, 7315 of the complaint location as of 7/26/22. No change in the complaint location status as of 8/4/22, 8/5/22.	7/27/2022	8/3/2022	8/13/2022	8/8/2022	The complaint location with a couch and table on the front blvd area have been removed as of 8/8/22.	1
2990 St Paul Road Northeast	Vacant lot 17-574-0705 with long weeds and grass. See attached picture 7348 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022			0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
3050 3 Avenue Northeast	Vacant lot 17-574-0212 with long grass and weeds. See attached picture 7359 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
307 Rose Street East	No change since initial inspection - mattress, chair, and bags by the garage. See attached pictures 7218, 7219 of the complaint location as of 7/7/22. No change in the complaint location status as of 7/20/22, 7/21/22, 7/22/22.	7/19/2022	7/20/2022	7/30/2022	7/25/2022	The complaint location with mattress, chair, and bags by the east side of garage has been removed as of 7/25/22.	1
3079 Northridge Lane Northeast	Vacant lot 17-574-0216 with long weeds and grass. See attached picture 7358 of the complaint vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
309 Allan Avenue Southwest	Four drawer desk on the front blvd area. See attached picture 7343 of the complaint location as of 7/28/22. The complaint location complaint four drawer desk has been removed as of 7/29/22.	7/28/2022			7/29/2022	Has been removed.	1
320 Stoneridge Lane Northeast	Vacant lot 17-574-0508 with long grass and weeds. See attached picture 7357 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
321 Cedar Avenue South	White living room chair in the front blvd area. See attached picture 7373 of the complaint location as of 8/3/22. No change in complaint location status as of 8/5/22, 8/8/22, 8/9/22.	8/3/2022	8/5/2022	8/15/2022			0.5
334 Rose Street East	The complaint location removed the misc items along the east wooden fence and front of the garage areas as of 7/18/22.	7/18/2022			7/18/2022		0.5
345 Stoneridge Lane Northeast	Vacant lot 17-574-0608 with long weeds and grass. See attached picture 7356 of the complaint location as of 7/29/22. No change in complaint location vacant lot status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
348 Bryan Avenue Southwest	The complaint vacant lot location has been mowed as of 7/20/22.	7/20/2022			7/20/2022		0.5
350 Stoneridge Lane Northeast	Vacant lot 17-574-0511 with long grass and weeds. See attached picture 7355 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
385 Hickory Lane Northeast	Vacant lot 17-574-0707 with long weeds and grass. See attached picture 7354 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
395 Hickory Lane Northeast	Vacant lot 17-574-0706 with long grass and weeds. See attached picture 7353 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
396 Hickory Lane Northeast	Vacant lot 17-574-0607 with long weeds and grass. See attached picture 7253 of the complaint location as of 7/29/22. No change in complaint location vacant lot status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
404 Riverside Avenue	Complaint: Mattresses on boulevard	8/10/2022				Need to send violation notice.	0.5
415 Elm Avenue North	Three white appliances on the east side of the house (in the alley way). See attached picture 7259 of the complaint location as of 7/14/22. No change in the complaint location status as of 7/20/22, 7/21/22, 7/22/22.	7/14/2022	7/20/2022	7/30/2022	7/25/2022	The complaint location with appliances on the east side of the house (in the alley way) has been removed as of 7/25/22.	1
415 Elm Avenue North	Reinspection of the complaint location with carpet and tires in the backyard alley way. See attached picture 7307 of the complaint location as of 7/25/22. Need to send another violation notice as of 7/25/22. 7/26/22 - Sent 2nd violation notice to property owner and current resident. 9609 No change in complaint location status as of 7/26/22.	7/25/2022		8/6/2022	7/27/2022	The complaint location with complaint items have been removed as of 7/27/22.	1
420 Stoneridge Lane Northeast	Vacant lot 17-574-0514 with long weeds and grass. See attached picture 7351 of the complaint vacant lot as of 7/29/22. No change in complaint location vacant lots as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/4/2022	8/19/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
425 Academy Street East	Complaint: Garbage/trash strewn all over yard, ongoing problem. See attached pictures 7388, 7389, 7390, 7391 of the complaint location as of 8/3/22. Only one small pile of misc item in the front yard as of 8/3/22. No change in complaint location status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	8/3/2022	8/9/2022	8/19/2022			0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
433 Dartt Avenue	2 brown couches and one wooden glider chair on blvd area. See attached pictures 7272, 7273 of the complaint location as of 7/18/22. The complaint location removed the wooden glider chair as of 7/26/22. Balance of the complaint items remain in place as of 7/26/22, 7/27/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22.	7/18/2022	7/26/2022	8/6/2022	8/5/2022	The complaint location with two brown couches on the blvd area have been removed as of 8/5/22.	1
434 Dartt Avenue	Long weeds and grass in all yards and around the house. See attached picture 7335 of the complaint location as of 7/28/22. No change in the complaint location status as of 8/2/22, 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/28/2022	8/3/2022	8/13/2022			0.5
445 Academy Street East	The complaint location removed the couch from the front blvd area as of 7/18/22.	7/18/2022			7/18/2022	Has been removed.	0.5
445 Larch Avenue	Long weeds and grass in all yards and around the house. See attached picture 7308 of the complaint location as of 7/25/22. The complaint location with long weeds and grass has been mowed as of 7/26/22.	7/25/2022			7/26/2022	Has been mowed.	1
445 State Avenue	Complaint: tall grass, junk laying around the apartment areas. See attached pictures 7238, 7269, 7270 of the complaint as of 7/15/22. No change in the complaint status as of 7/18/22, 7/19/22, 7/20/22, 7/21/22.	7/15/2022	7/20/2022	7/30/2022	7/22/2022	The complaint location with tall grass around the apartment areas has been mowed as of 7/22/22.	1
450 Stoneridge Lane Northeast	Vacant lot 17-574-0515 with long weeds and grass. See attached picture 7350 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/5/2022	8/19/2022		8/9/22 - spoke with property owner - Berkshire Hathaway will be mowing lot until it is built on. Farmer has been contacted and will cut when weather permits. 9609	0.5
453 Mound Street	The complaint location removed the living room chair on the hill side next to the tree as of 7/18/22.	7/18/2022			7/18/2022	Has been removed.	0.5
453 Mound Street	Reinspection of the complaint location with common burdock weeds on the west side of the house (on Valley Avenue SW). See attached picture 7311 of the complaint location. Need to call the lawn cutting service. 7/25/22 - contacted mowers. 9609 The complaint location burdock have not been cut as of 7/26/22, 7/27/22.	7/25/2022			7/28/2022	The complaint location with common burdock weeds has been cut as of 7/28/22.	1
472 Glendale Street	Complaint: Couch on boulevard.	8/10/2022				Need to send violation notice.	0.5
474 Bridge Street West	Long weeds and grass in all yards and around the house. See attached picture 7295 of the complaint location as of 7/20/22. No change in complaint location status as of 7/26/22, 7/27/22, 7/28/22.	7/20/2022	7/26/2022	8/6/2022	7/29/2022	The complaint location with long weeds and grass has been somewhat mowed as of 7/29/22.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
480 Stoneridge Lane Northeast	Vacant lot 17-574-0516 with long grass and weeds. See attached picture 7349 of the complaint location vacant lot as of 7/29/22. No change in complaint location vacant lot status as of 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/29/2022	8/3/2022	8/17/2022		8/9/22 - spoke with property owner. Farmer has been contacted and will cut when weather permits. 9609	0.5
486 Bridge Street West	Long weeds and grass in all yards and around the house. See attached picture 7296 of the complaint location as of 7/20/22. The complaint location with long grass and weeds has been mowed as of 7/22/22.	7/20/2022			7/22/2022	Has been mowed.	1
505 State Avenue	Long weeds and grass in all yards and around the house. See attached picture 7305 of the complaint location as of 7/22/22.	7/22/2022	7/26/2022	8/6/2022	7/26/2022	The complaint location with long weeds and grass has been mowed as of 7/26/22.	1
538 14 Street Northeast	Complaint: Back yard remains uncut for long periods of time. They have weeds that are 4-5 feet tall all over the back yard and fence. Long weeds around the house as of 7/14/22. Uploaded complainant's pictures. 9609 See attached picture of the complaint location as of 7/14/22. No change in complaint status as of 7/15/22, 7/18/22, 7/19/22, 7/20/22, 7/21/22, 7/22/22.	7/14/2022	7/15/2022	7/25/2022			0.5
538 14 Street Northeast	Reinspection of the complaint location with uncut backyard and around the house as of 7/25/22. See attached pictures 7309, 7310 of the complaint location's west and east side of house as of 7/25/22. No change in the complaint status from the street as of 7/26/22, 7/27/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/25/2022	7/30/2022	8/10/2022			0.5
550 Kim Lane Southwest	Two seat black couch on the front blvd area. See attached picture 7299 of the complaint location as of 7/20/22. The complaint location with a 2 seat couch has been removed from the front blvd area as of 7/21/22.	7/20/2022			7/21/2022	Has been removed.	1
557 Cherry Street	The complaint location with appliances in front of the garage area has been removed as of 7/15/22.	7/15/2022			7/15/2022		0.5
625 Walnut Avenue South	Brown wooden computer work station on the front blvd area. See attached picture 7285 of the complaint location as of 7/19/22. The complaint location added an basketball stand to the street area as of 7/22/22. No change in the complaint location status as of 7/25/22.	7/19/2022	7/22/2022	8/2/2022	7/27/2022	The complaint location with a brown wooden computer work station and a basketball stand near the street area has been removed as of 7/26/22.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
625 Walnut Avenue South	Two storage cabinets in the front yard area. See attached picture 7372 of the complaint location as of 8/2/22. No change in complaint location status as of 8/5/22. New complaint items (2 small snow blowers and 1 weed whip) were added to the complaint location front yard area as of 8/8/22. See new picture 7399 of complaint location as of 8/8/22.	8/2/2022	8/5/2022	8/15/2022	8/9/2022	The complaint location with complaint items has been removed as of 8/9/22.	1
640 Lemond Road	5 drawer cabinet and TV stand have been removed. 2 living room couches remain on blvd. See attached picture 7313 of the complaint location as of 7/25/22. No change in complaint location status as of 8/3/22, 8/4/22, 8/5/22, 8/8/22.	7/27/2022	8/3/2022	8/13/2022	8/9/2022	The complaint location with 2 living room couches on the front blvd has been removed as of 8/9/22.	1
716 Willowbrook Street Northeast	Wood dining room table on the front driveway area. See attached picture 7319 of the complaint location as of 7/26/22. No change in the complaint location status as of 8/3/22, 8/4/22, 8/5/22.	7/26/2022	8/3/2022	8/13/2022	8/8/2022	The complaint location with a dining room table on the the front of the driveway area has been removed as of 8/8/22.	1
718 University Street Southeast	Need updated picture of couch on the blvd. Will send 2nd notice to property owner. 9609 See attached picture 7318 of the complaint location as of 7/26/22. No change in complaint status as of 7/26/22, 7/27/22, 7/28/22, 7/29/22.	7/26/2022		8/10/2022	8/1/2022	The white couch on the front blvd area has been removed as of 8/1/22.	1
725 Escalade Lane Southeast	Vacant lot 17-619-0126 with long thistles, weeds, grass. See attached picture 7281 of the complaint vacant lot as of 7/19/22. No change in the complaint location status as of 7/22/22, 7/25/22, 7/26/22.	7/19/2022	7/22/2022	8/5/2022	7/27/2022	The complaint vacant lot with long thistles, weeds, and grass has been cut as of 7/27/22.	1
745 Escalade Lane Southeast	Vacant lot with long weeds and grass. See attached picture 7280 of the complaint vacant lot as of 7/19/22. No change in the complaint location status as of 7/22/22, 7/25/22, 7/26/22.	7/19/2022	7/22/2022	8/5/2022	7/27/2022	The complaint vacant lot with long weeds and grass has been mowed as of 7/27/22.	1
755 Cardinal Drive	Complaint: Overgrown with thistles in backyard that are heading out and spreading onto neighbors. See attached pictures 7321, 7322, 7323, 7324, 7325 of the complaint location as of 7/26/22. No change in complaint location status as of 7/27/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22. Has mowed the main yard areas only as of 8/3/22. No change in the flower beds, around the house and thistles in the backyard areas.	7/26/2022	7/28/2022	8/8/2022	8/8/2022	The reinspection of the complaint location has been fairly done as of 8/8/22. See attached pictures 7401, 7402, 7403, 7404 of the complaint location as of 8/8/22.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
755 State Avenue North	Complaint: Tall grass in the blvd areas around the business building. See attached pictures 7266, 7267 of the complaint location as of 7/15/22. The tall grass does not appear to be a the 8" complaint level as of 7/15/22. No change in the complaint status as of 7/18/22, 7/19/22.	7/15/2022			7/19/2022	7/19/22 - No violations at the time of the inspection. 9609	0.5
757 Churchill Drive Southeast	2 drawer filing cabinet - exterior surface only & a wooden panel on driveway. See attached picture 7367 of the complaint location as of 8/1/22. The complaint location remove the complaint items as of 8/2/22.	8/1/2022			8/2/2022	Have been removed.	1
765 El Dorado Street Southeast	Long weeds and grass in all yards and around the house. See attached picture 7279 of the complaint location as of 7/19/22. No change in the complaint location status as of 7/22/22, 7/25/22.	7/19/2022	7/22/2022	8/2/2022	7/26/2022	See attached picture 7317 of the complaint location - has been mowed as of 7/26/22.	1
775 El Dorado Street Southeast	Long weeds and grass in all yards and around the house. See attached picture 7278 of the complaint location as of 7/19/22. No change in the complaint location status as of 7/22/22, 7/25/22.	7/19/2022	7/22/2022	8/2/2022	7/26/2022	See attached picture 7316 of the complaint location. The complaint areas have been mowed as of 7/26/22.	1
775 Willowbrook Drive Northeast	Two seat living room couch on the front blvd area. See attached picture 7304 of the complaint location as of 7/21/22. The complaint location with 2 seat living room couch in the front blvd area has been removed as of 7/25/22.	7/21/2022			7/25/2022	Has been removed.	1
782 Churchill Drive Southeast	No additional changes in the complaint location status a/s of 7/20/22, 7/21/22, 7/22/22, 7/25/22, 7/26/22, 7/27/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22	7/29/2022	7/15/2022	8/15/2022			0.5
804 14 Street Northeast	See attached picture 7368 of the complaint location's front yard with the camper and trailer were removed from the front yard as of 8/1/22.	7/19/2022		7/30/2022	8/1/2022		0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
808 Vine Street East	7/20/22 - Taken new pictures 7288, 7289, 7290, 7291 to update our records. 6/24/22 - Large amount of misc. items remain on the west side of house, little change from initial inspection. 9609 No additional changes were noted in the complaint location status as of 7/21/22, 7/22/22, 7/25/22, 7/26/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22. Has started to load a small trailer with misc items as of 7/27/22. Reinspection pictures 7376, 7377, 7378, 7379, 7380 of the complaint location as of 8/3/22. No major changes noted as of 8/3/22, 8/4/22, 8/5/22, 8/8/22, 8/9/22.	7/20/2022	7/20/2022	8/3/2022			0.5
815 El Dorado Street Southeast	Long weeds and grass in all yards and around the house. See attached picture 7277 of the complaint location as of 7/19/22. Part of the back yard area has been mowed/cut as of 7/21/22. No change in the complaint location status as of 7/22/22, 7/25/22.	7/19/2022	7/22/2022	8/2/2022	7/26/2022	The complaint location has cut the tall weeds in the backyard as much as can be as of 7/26/22.	1
825 El Dorado Street Southeast	Long weeds and grass in all yards, around boat on the east side and around the house. See attached picture 7276 of the complaint location as of 7/19/22. No change in the complaint location status as of 7/22/22, 7/25/22, 7/26/22, 7/27/22, 7/28/22, 7/29/22, 8/1/22.	7/19/2022	7/22/2022	8/2/2022	8/2/2022	The long weeds and grass in all yards, around boat on the east side and around the house has some what been mowed/cut as of 8/2/22.	1
850 22 Street Northeast	The complaint location with a couch on the front blvd area has been removed as of 7/15/22.	7/15/2022			7/15/2022	Has been removed.	0.5
905 Brook Lane Northeast	Long weeds and grass in all yards and around the house. See attached picture 7303 of the complaint location as of 7/21/22. No change in complaint status as of 7/26/22, 7/27/22, 7/28/22, 7/29/22, 8/1/22, 8/2/22, 8/3/22, 8/4/22, 8/5/22.	7/21/2022	7/26/2022	8/6/2022			0.5
905 Brook Lane Northeast	Reinspection of the complaint location with long grass and weeds has not been mowed as of 8/8/22. See attached pictures 7405, 7406 of the complaint location as of 8/8/22. Need to call the lawn service. Not cut as of 8/9/22. 8/9/22 - Contacted mowers. 9609	8/8/2022					0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
July 14, 2022 to August 12, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
910 Rice Lake Street East	3 seat brown couch & a corner unit couch on street. See attached picture 7347 of the complaint location as of 7/29/22. The complaint location with couches has been removed as of 8/1/22.	7/29/2022			8/1/2022	Have been removed.	1



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: OPEN ARMS SUICIDE PREVENTION

Previous Gambling Permit Number: X-_____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 46-0961732

Mailing Address: PO BOX 233

City: OWATONNA State: MN Zip: 55060 County: STEELE

Name of Chief Executive Officer (CEO): ROBERT SIKEL

CEO Daytime Phone: 507-456-1884 CEO Email: ROBERTSIKEL@FOAMCRAFTPACKAGING.COM

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

Email permit to (if other than the CEO): DONNAAYERS@FOAMCRAFTPACKAGING.COM

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): EAGLES

Physical Address (do not use P.O. box): 141 E ROSE ST

Check one:

☒ City: OWATONNA Zip: MN County: STEELE

☐ Township: _____ Zip: 55060 County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 9-10-22

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

4/22
Page 2 of 4

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:

Heather Clawson

Title: Admin Specialist Date: 8/2/2022

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 7-24-22
(Signature must be CEO's signature; designee may not sign)

Print Name: ROBERT SIKEL

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

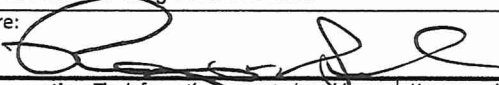
application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the 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

Checklist for Exempt Raffle

Organization Name:		Previous Gambling Permit #:		Date of Raffle Drawing:	
OPEN ARMS SUICIDE PREVENTION		X-93637-21-003		9-10-22	
INSTRUCTIONS:					
- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, "Conduct of Raffles"; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist. - After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.					
Yes	N/A	- If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. - If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.	Yes	Conduct	
☒	☐	1. Tickets are printed in accordance with MN Rule 7861.0310.	☒	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)	
☒	☐	2. Tickets contain the sequential number of the raffle ticket. (349.173)	☒	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)	
☒	☐	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	☒	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)	
Yes	Prizes		☒	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)	
☒		4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	☒	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)	
☒		5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	Yes	House Rules	
☒		6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	☒	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.	
☒		7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	Yes	Post Raffle Conduct	
☒		8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	☒	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)	
			☒	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)	
			☒	17. Gambling records must be kept for 3½ years. (7861.0310)	
CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)					
Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.					
Signature:		Date:		Print Name:	
		7/25/22		ROBERT SIKEL	
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 Department 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

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
Allowable expenses - Gambling funds may be spent for allowable expenses, such as: • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose): • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).	1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

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: EXCHANGE CLUB OF OWATONNA, MINNESOTA Previous Gambling Permit Number: X-93483-21-008

Minnesota Tax ID Number, if any: 23-7084374 Federal Employer ID Number (FEIN), if any: Nat. Exchange Club 34-4312210

Mailing Address: P O BOX 13

City: OWATONNA State: MN Zip: 55060 County: STEELE

Name of Chief Executive Officer (CEO): Dallas R. Ketchum

CEO Daytime Phone: 507-390-5214 CEO Email: dallask@smig.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.)

- ☐ **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 Elks Lodge 1395

Physical Address (do not use P.O. box): 126 E. Vine

Check one:

☒ City: Owatonna Zip: 55060 County: steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): December 15, 2022

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 ClowsonTitle: Admin Specialist Date: 8/2/2022

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Dallas R. Ketchum

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

Date: 8/1/2022Print Name: Dallas R. Ketchum**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

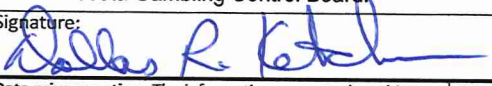
application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the 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

Checklist for Exempt Raffle

Organization Name: EXCHANGE CLUB OF OWATONNA, MINI		Previous Gambling Permit #: X- X-93483-21-008	Date of Raffle Drawing: December 15, 2022	
INSTRUCTIONS:				
- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, "<i>Conduct of Raffles</i>"; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist. - After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.				
Yes	N/A	- If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. - If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.	Yes	Conduct
☒	☐	1. Tickets are printed in accordance with MN Rule 7861.0310 .	☒	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
☐	☒	2. Tickets contain the sequential number of the raffle ticket. (349.173)	☒	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
☐	☒	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	☒	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
Yes	Prizes		☒	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
☒		4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	☒	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
☒		5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	Yes	House Rules
☒		6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	☒	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
☒		7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	Yes	Post Raffle Conduct
☒		8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	☒	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
			☒	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
			☒	17. Gambling records must be kept for 3½ years. (7861.0310)
CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)				
Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.				
Signature: 		Date: 8/1/2022	Print Name: Dallas R. Ketchum	
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 Department 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

LG240B Application to Conduct Excluded Bingo

No Fee

11/17
Page 1 of 2

ORGANIZATION INFORMATION

Organization Name: Early Edition Rotary - Owatonna Previous Gambling Permit Number: XB-94946-22-001
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 91-2079541
 Mailing Address: PO Box 394
 City: Owatonna State: MN Zip: 55060 County: Steele
 Name of Chief Executive Officer (CEO): Greg Lenz, President, Early Edition Rotary
 CEO Daytime Phone: 507-451-8254 CEO Email: Greg@OSPTinc.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): rguthier@owatonna.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization Rotary Clubs are 501c4

Attach a copy of at least 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.)

☒ **Current calendar year Certificate of Good Standing** Rotary International District #5960
 Don't have a copy? This certificate must be obtained each year from:
 MN Secretary of State, Business Services Division # 2472309-2
 60 Empire Drive, Suite 100 Secretary of State website, phone numbers:
 St. Paul, MN 55103 www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
 Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☒ Yes ☐ No

If yes, list the dates when bingo was conducted: 4/30/2022

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: Friday, November 11, 2022
 -OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Darren Roemhildt Daytime Phone: 507-451-7580

Name of premises where bingo will be conducted: Eagles Club Aerie 1791

Premises street address: 141 East Rose Street

City: Owatonna If township, township name: _____ County: Steele

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**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clawson

Title: Admin Specialist Date: 8/5/2022

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

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

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: N/A

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 excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota 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.

Chief Executive Officer's Signature: Greg Lenz Date: 8/1/22

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

Print Name: Greg Lenz

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. 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.

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

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 Department 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.

Business Record Details »

Minnesota Business Name

Rotary International District 5960, Inc.**Business Type**

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

2472309-2

Home Jurisdiction

Minnesota

Filing Date

08/16/2007

Status

Active / In Good Standing

Renewal Due Date

12/31/2022

Registered Office Address

1700 West Hwy 36

Suite 820

St Paul, MN 55113

USA

Registered Agent(s)

Roy A Sjoberg

President

Ed Marek

1700 West Hwy 36

Roseville, MN 55113

USA

Filing History**Filing History**Select the item(s) you would like to order: [Order Selected Copies](#)

☐	Filing Date	Filing	Effective Date
☐	08/16/2007	Original Filing - Nonprofit Corporation (Domestic)	
	08/16/2007	Nonprofit Corporation (Domestic) Business Name (Business Name: Rotary International District 5960, Inc.)	
☐	12/08/2008	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	



Administration Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Event Permit - Walk to End Alzheimer's Disease - Alzheimer's Association - September 10, 2022

Purpose:

Council approval of the Event Permit Application for the Walk to End Alzheimers.

Background:

This is a community event to help raise money to support he Alzheimer's Association. There will be a short program in the parking lot and grassy area west of the Steele County History Center and then a short walk for participants.

Items requested are use of the city-owned parking lot and grassy area by the History Center. The Event Permit was processed via Open Gov and department comments included.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Event Permit Application - Walk to End Alzheimers



EP-22-5

Events Permit Application

Status: Active

Date Created: Aug 10, 2022

Applicant: Alzheimer's Association

Rebekah Hartman
rlhartman@alz.org
7900 West 78th Street, Suite 100 Minneapolis, MN
55439
507-246-3587

Event Information

Event Contact

MaryAnne Higgins

Location of Event

Steele County Historical Society

Description of Event

Walk to End Alzheimers- community event to help raise money to support the Alzheimer's Association. There will be a short program and then a short walk for participants.

Event Set Up Date

09/10/2022

Event Set Up Time

Not Known Yet- depends on rental company time

Actual Event Date

09/11/2022

Actual Event Time

Registration starts at 9:00 am

Clean Up Date

09/11/2022

Clean Up Time

Approximately 12:30pm

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

Canceled

Estimated Attendance

250

Is this event a dance?

No

Application Information

Sponsoring Organization Name

Alzheimer's Association

Mailing Address

7900 West 78th Street, Suite 100

City

Minneapolis

State

MN

Zip

55439

Website Address

alz.org

Name

Primary Contact**Phone Number**

507-246-3587

Email Address

rlhartman@alz.org

Cell Phone

507-521-0367

Cell Phone

507-363-6911

Phone

507-246-3587

Rebekah Hartman

Cell Phone

--

Primary On-site Contact**Name**

Rebekah Hartman

Alternate On-site Contact**Name**

MaryAnne Higgins

Refer Media or Citizen Inquiries To:**Name**

Rebekah Hartman

Event Features**City Streets or Right-of-Way**

No

City Sidewalks or Trails

No

Start/End Time

7:30AM/12:30PM

Parks

No

Number and Size

Multiple yard signs used

Will there be any inflatables?

No

Will there be entertainment?

No

Type

standard DJ

Will sound be amplified after 10:00pm?

No

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

Yes

Alleys

No

Public Parking Lots or Spaces

Yes

Date

09/11/2022

Will any signs/banners be put up?

Yes

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

Will sound amplification be used?

Yes

Hours

8:30am to 12:30pm

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

Dimensions

15X15 and 10X10

Fees may apply. No staking without approval.

Will merchandise/food items be sold?

No

Will alcohol be sold?

No

Is this a request for a temporary permit?

Yes

Additional documentation and fees are required

Permit required, Contact Owatonna Fire Department: 507-444-2454

Describe power needs and location of power source

Will use power from Historical Society

Describe level of advertisement

Social Media, Print Media, Radio Media

Have adjacent property owners been notified of this event?

Yes

Signatures required.

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.*

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.*

Please provide insurance information and complete Hold Harmless Agreement

Describe trash removal and cleanup plan during and after event

Will be taken care of

Will event need traffic control?

No

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

Will have community service officer present as well as volunteers to help direct participants and spectators

Will "No Parking" signs be needed?

No

Will there be temporary fencing?

No

Will food be prepared on site?

Yes

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

Will there be a fireworks display?

No

Will the event need barricade(s)?

No

Will the event need cones?

No

Size Needed

Small

Will Central Park Stage be used?

No

Will there be any horses?

No

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

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

Will event need security?

Yes

Will event need Emergency Medical Services?

No

Contact Gold Cross Ambulance" 507-451-6403

Describe the emergency action plan if severe weather should arise?

Event will be cancelled if there is severe weather but will continue if only rain

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

Email

rlhartman@alz.org

List any other pertinent information

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

Applicant Signature Rebekah Hartman
08/10/2022

Phone Number 507-246-3587

*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.*

Special Provisions: none

Items Requested: Use of parking lot and space behind the Steele County History Center to organize the event

Fire Department Approval / Comments / Notes: Apoproved

Park & Rec. Department Approval / Comments / Notes: Approved, no impact.

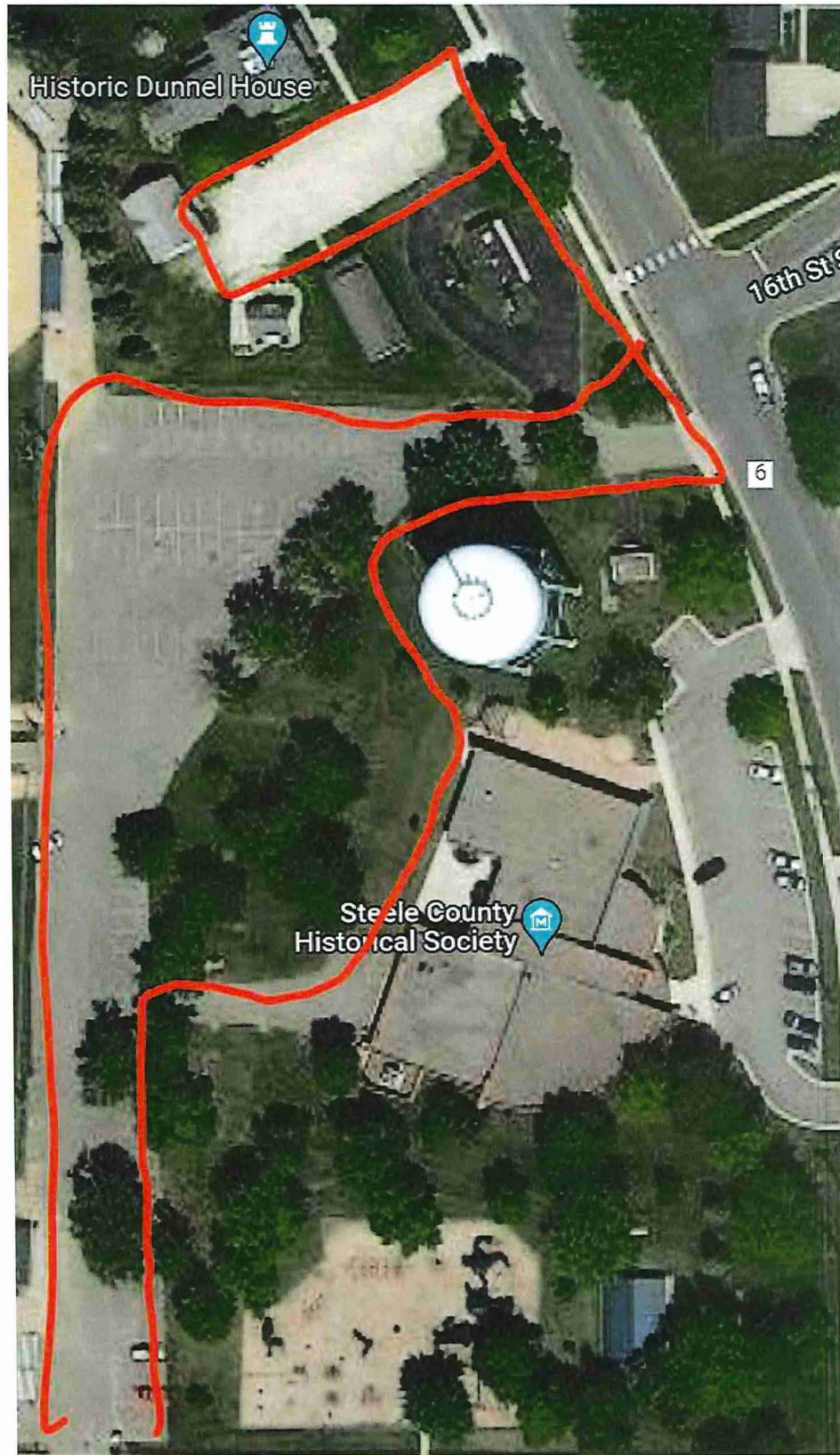
Police Department Approval / Comments / Notes : Approved

Public Works Department Approval / Comments / Notes: Approved, no impact.

Building & Inspection Approval / Comments / Notes: Approved

DATE TO COUNCIL August 16, 2022
COUNCIL NOTES:

Approval: _____





Administration Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Event Permit - Welcome Walk - Owatonna Human Rights Commission - September 19, 2022

Purpose:

Council to approve the Event Application received from Ethan Cords, Chairman of the Owatonna Human Rights Commission (OHRC).

Background:

OHRC is planning to host a Welcome Week during the third week of September. On Monday, September 19th, the OHRC mural will be dedicated and then a Welcome Walk is held on N Walnut Avenue with food vendors and table/booths set along the street.

This Event Application is for the Welcome Walk to block N Walnut Avenue west of the median from Mineral Springs Brewery to the Owatonna Chamger Parking Lot. The request includes the use of barricades and cones to block the street in three places. Traffic will be able to use N Walnut Avenue east of the median.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Event Permit Application - Welcome Walk



08/12/2022

EP-22-4

Events Permit Application

Status: Active

Date Created: Aug 10, 2022

Applicant

Ethan Cords, Chairman
Owatonna Human Rights Commission
Owatonna, Minnesota 55060

Event Information: Welcome Walk

Event Contact

Ethan Cords

Location of Event

Street west of the median on N Walnut Avenue between the Chamber of Commerce parking lot entrance to south of Mineral Springs Brewery where street is no longer split. Also, the grass boulevard area along the trail and N Walnut Avenue for organizations information tables/booths.

Description of Event

Welcome Walk along N Cedar Avenue following dedication of the OHRC Mural along the trail by the Blast

Event Set Up Date

09/19/2022

Event Set Up Time

1:00 pm

Actual Event Date

09/19/2022

Actual Event Time

5:00 pm - 8:00 pm

Clean Up Date

09/19/2022

Clean Up Time

8:00 pm - 9:00 pm

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

Canceled

Estimated Attendance

200

Is this event a dance?

No

Application Information**Sponsoring Organization Name**

Owatonna Human Rights Commission

City

Owatonna

Zip

55060

Primary Contact**Phone Number**

475-0595

Primary On-site Contact**Cell Phone**

475-0595

Cell Phone

456-5988

Phone

475-0595

Event Features**City Streets or Right-of-Way**

Yes

Date

09/20/2022

Mailing Address

City of Owatonna

State

MN

Website Address

none

Name

Ethan Cords

Email Address

ethancords@aol.com

Name

Ethan Cords

Alternate On-site Contact**Name**

Jim Gunderson

Refer Media or Citizen Inquiries To:**Name**

Ethan Cords

Start/End Time

1:00 pm

Name of Requested Street(s)

N Cedar Avenue

Alleys

No

Public Parking Lots or Spaces

No

Will any signs/banners be put up?

No

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

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 merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

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

Is this a request for a temporary permit?

No

Additional documentation and fees are required

Permit required, Contact Owatonna Fire Department: 507-444-2454

Describe power needs and location of power source

None

Describe level of advertisement**City Sidewalks or Trails**

No

Parks

No

Will there be any inflatables?

Yes

Will there be entertainment?

No

Will sound amplification be used?

No

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

No

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

How many vendors expected?

5

Will alcohol be sold?

No

Will there be a fireworks display?

No

Social Media, newspaper articles, radio

Have adjacent property owners been notified of this event?

Yes

Signatures required.

Number Needed

4

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.*

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 the event need barricade(s)?

Yes

Size Needed

Large

Will the event need cones?

Yes

Number Needed

10

Size Needed

Small

Will Central Park Stage be used?

No

Will there be any horses?

No

Please provide insurance information and complete Hold Harmless Agreement

Describe trash removal and cleanup plan during and after event

Two trash receptables needed during event.

Will event need traffic control?

No

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

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

Street west of the median will be blocked to traffic for safety of event attendees. Traffic flow on the east side of the median for this block and half area.

Will "No Parking" signs be needed?

No

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

Will event need security?

No

Will event need Emergency Medical Services?

No *Contact Gold Cross Ambulance" 507-451-6403*

Describe the emergency action plan if severe weather should arise?

Ask everyone to go home and cancel event.

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

Email

ethancords@aol.com

List any other pertinent information

A dedication ceremony for the new mural on the concrete panels along the City Parks Trail near Hoffman Drive NW and West Rose Street is planned at 4:30 pm with this Welcome Walk along Walnut Avenue following.

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

*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

Phone Number 475-0595

Ethan Cords, Chairman - Owatonna Human Rights Commission
08/10/2022

Summary of Items requested

Use of N Walnut Avenue and boulevard space between trail and the street.
Cones and barricade to block the street at three spots.

Fire Department Approval / Comments / Notes: Approved with no comment.

Park & Rec. Department Approval / Comments / Notes: As a city event, Parks & Rec will provide two additional Trash Barrels.

Police Department Approval / Comments / Notes: Approved with no comment.

Public Works Department Approval / Comments / Notes: Cones and barricades can be picked up at our facility during our normal hours 7am-3pm

Building & Inspectin Approval / Comments / Notes: Approved with no comment.

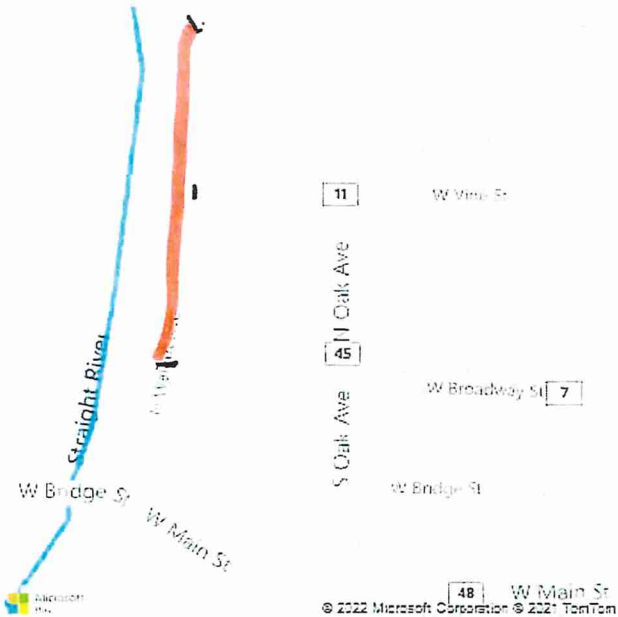
Attachments

pdf Welcome Walk Map.pdf
Uploaded by Jeanette Clawson on Aug 10, 2022 at 11:28 am

bing maps

Notes

Block N Cedar Avenue west of the street median between the entrance of the OCC parking lot and Mineral Springs Brewery, traffic lanes east of the median would remain open.





Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
Aaron Fitzloff Facility Manager
SUBJECT: Fire Alarm Panel Upgrade at Fire Hall - Custom Alarm

Purpose:

Accept bid from Custom Alarm for the Fire Hall fire panel and device upgrade

Background:

The current fire panel is over 25 years old and is on the 2022 Capital Improvement Plan (CIP) F-21-004 for replacement. By upgrading the fire panel and devices the system will be fully addressable where each device will be identifiable, making for efficient problem-solving. This project includes replacing 88 existing devices, such as smoke alarms, horns, strobes and pull stations, replacing one for one.

Two bids were received:

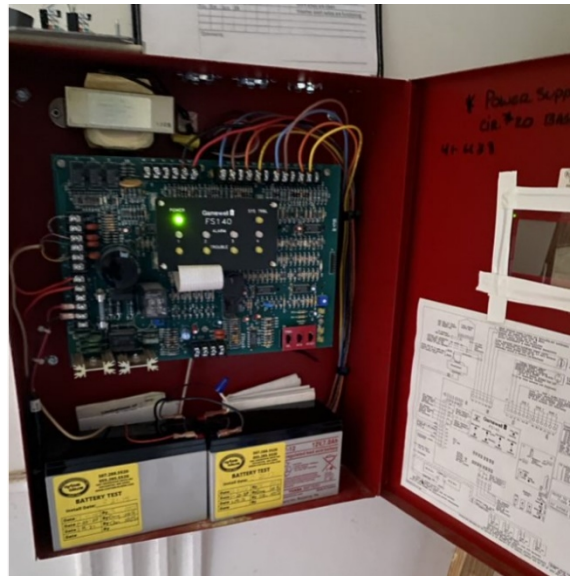
- Custom Alarm \$ 15,685
- LVC \$ 29,185

Budget Impact:

\$34,000 was approved and budgeted in the 2022 CIP F-21-004.

Staff Recommendation:

Staff recommends awarding the bid to Custom Alarm.



Attachments:

1. 26320-2-0-Owatonna Fire Department -Fire Alarm Upgrade



PREPARED FOR

City of Owatonna

Owatonna Fire Department -Fire Alarm Upgrade

Prepared For:

Aaron J. Fitzloff
Facility Manager
City of Owatonna
(507) 774-7097
Aaron.Fitzloff@ci.owatonna.mn.us

Prepared By:

Joe Week
Security Consultant
Custom Alarm
(507) 421-1294
joe@custom-alarm.com



1661 GREEN VIEW DRIVE SW, ROCHESTER, MN 55902
507.288.5522 | WWW.CUSTOM-ALARM.COM



Scope Of Work

Customer Details:

Site: 107 W Main St Owatonna, MN 55060

Billing: 540 W Hills Circle Owatonna, MN 55060

Contact: Aaron J. Fitzloff (507) 774-7097

Aaron.Fitzloff@ci.owatonna.mn.us

Custom Alarm to:

- Provide, install and program all equipment
- Provide customer training on system operation
- Provide a one (1) year warranty on all equipment and labor

Initials: _____

Scope Details

Business Hours: All work proposed shall be performed during normal business hours which are Monday-Friday 7:30 AM-5:00 PM



Proposal Number: 26320-2-0
Date: July 29, 2022

Financial Summary

Customer Details:

Site: 107 W Main St Owatonna, MN 55060

Billing: 540 W Hills Circle Owatonna, MN 55060

Main Contact: Aaron J. Fitzloff (507) 774-7097 Aaron.Fitzloff@ci.owatonna.mn.us

Fire Alarm

QTY	Manufacturer	Part #	Description
34	Firelite/Notifier	FSP-951	Detector- Head
6	Firelite/Notifier	FST-951R	Detector - Head-White
4	Firelite/Notifier	B300-6-BP	Smoke Base (10 Pack)
24	Firelite/Notifier	P2RL	Horn Strobe - Wall
6	Firelite/Notifier	NBG-12LX	Pull Station - Addressable
2	Batteries Plus	NP7.5-12	12 Volt 7.5 Amp Hour Battery
1	Spaceage	O6-SSU00672 (FACU)	Document Box
2	Firelite/Notifier	DNR	Detector - Duct Smoke
2	Firelite/Notifier	FSP-951R	Smoke Detector-Duct
2	Firelite/Notifier	DST5	Sampling Tube
2	Firelite/Notifier	RTS-151KEY	Remote Test Switch-Keyed
2	Firelite/Notifier	FRM-1	Module - Relay Control
1	Firelite/Notifier	NFW-100X	Control Panel - Fire Alarm

Financial Summary

Total Proposal Amount: **\$15,685.00**

Note: The above price does not include sales tax

This proposal may be withdrawn by Custom Alarm if not accepted within 30 days.



System Investment

Custom Alarm will provide the proposed system as described in this proposal for the sum of : **\$15,685.00**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally, if applicable.

Payment Terms:

Work will be scheduled upon the receipt of an authorized signature, purchase agreement deposit as specified on the Financial Summary.

Any alteration or deviation from the proposal involving extra cost of materials or labor will become an extra charge over the sum stated above.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in this agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized to sign this agreement. Custom Alarm is hereby authorized to perform the work as specified.

Prepared By: Custom Alarm
Name: Joe Week

Signature: _____

Title: _____

Date: _____

Accepted By: City of Owatonna
Name: _____

Signature: _____

Title: _____

Date: _____



Terms & Conditions

Purchaser acknowledges that additional protection may be obtained over and above that provided herein at additional cost. Purchaser agrees to supply, at Purchaser's expense, all electrical, telephone, internet connections, jacks, outlets and receptacles required for Custom Communications, Inc./Custom Alarm (hereinafter referred as "CCI") to complete its installation and/or service of the Alarm System.

1. Price. PURCHASE PRICE: \$15,685.00, plus applicable taxes which will be included on final invoice.

DEPOSIT: Purchaser agrees to pay CCI, or to others as directed by CCI \$0.00 when this Agreement is signed.

PAYMENT TERMS: Purchaser hereby agrees to pay CCI the balance of the invoice total upon completion of installation. **A late fee up to 1.5% per month may be applied to unpaid balances over 30 days. Purchaser is responsible for all collection costs incurred for unpaid bills, including attorneys' fees and costs.**

2. Effective Date. The Agreement shall become effective when signed by the purchaser and approved by CCI or when the Alarm System becomes operative or is activated, whichever occurs first ("Effective Date").

3. Limited Equipment Warranty. CCI warrants that the equipment and parts installed for Purchaser under the Agreement will be free from defects in material and workmanship for a period of one (1) year from the Effective Date. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at CCI's option, free of charge. This limited warranty will not apply if the damage or malfunction occurs through no fault of CCI while the Alarm System is in Purchaser's possession, or occurs because the Alarm System has been altered, abused, misused, or tampered with, or has otherwise been operated or used contrary to CCI's or the manufacturer's instructions. If CCI's inspection fails to discover defect covered by this limited warranty, the equipment will be repaired or replaced at Purchaser's expense and CCI's regular service charges will apply. In the event there is a conflict between this warranty and a manufacturer's warranty, the terms of this warranty shall control. If warranty service is needed, Purchaser agrees to contact CCI at the address provided in this Agreement. In addition to the legal rights provided herein, Purchaser may have additional rights provided by law.

4. Disclaimer of All Other Warranties. Except for the limited warranty described above, CCI makes no other express warranties. The duration of any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose is hereby limited to the ninety day (90) duration of this warranty. CCI makes no warranty that the Alarm System or services supplied will not be compromised or that the Alarm System or service will provide the protection for which it is intended. Purchaser further acknowledges that any affirmation of fact or promise made by CCI shall not be deemed to create an express warranty unless included in the Agreement in writing; that Purchaser is not relying on CCI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties that extend beyond the face of this agreement, and that CCI has offered additional and more sophisticated equipment for an additional charge, which Purchaser has declined.

5. Limitations of Alarm System and Monitoring. Purchaser understands that an alarm system does not guarantee the safety of any person or property. Alarm systems may be bypassed; and may not always operate properly for numerous reasons, including equipment malfunction or failure, phone lines being cut, inoperative, or damaged and unable to transmit an alarm signal. In addition, CCI cannot control the response of fire departments, police departments, or emergency medical services. Purchaser acknowledges that CCI does not represent or warrant: that the Alarm System may not be compromised or circumvented; that the Alarm System will prevent any loss by burglary, theft, robbery, fire, or otherwise; or that the Alarm System will in all cases provide the protection for which it is installed or intended. Purchaser understands that due to the nature of the method used for communicating alarm signals, there may be times when the communication method is not able to transmit signals and the monitoring entity will not receive alarm signals. Digital communications use standard telephone lines and no one will receive signals when the telephone system becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Any other type of communication method installed under this Agreement may also experience an inability to communicate alarms signals. Purchaser understands that CCI offers several levels of communication methods of alarm signals and the Alarm System and its components described on the front page of this Agreement have been chosen by the Purchaser after considering and balancing the levels of protection afforded by various communication methods and the related costs. Purchaser acknowledges and agrees that Purchaser is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication is required.

6. CCI's Limit of Liability. CCI SHALL NOT BE LIABLE FOR ANY DELAY OR INTERRUPTION OF SERVICE, OR NON-OPERATION OF THE ALARM SYSTEM DUE TO CIRCUMSTANCES BEYOND CCI'S REASONABLE CONTROL. PURCHASER AGREES THAT CCI IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, INCLUDING CASES WHERE THE ALARM SYSTEM AND/OR SERVICE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, OR FROM CCI'S ACTS OR OMISSIONS IN RECEIVING AND RESPONDING TO ALARM SIGNALS. PURCHASER FURTHER AGREES THAT CCI IS NOT AN INSURER AND THAT INSURANCE, COVERING PERSONAL INJURY AND OTHER LOSSES, SHALL BE OBTAINED BY PURCHASER.

It is agreed that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services or equipment, due to the uncertain value of Purchaser's property or the property of others kept on the Premises. THEREFORE, IF ANY LIABILITY IS IMPOSED ON CCI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO 10% OF THE PURCHASE PRICE PROVIDED ABOVE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS GREATER. If Purchaser wants to increase the amount of CCI's maximum liability, Purchaser may do so by paying an additional payment determined by CCI consistent with CCI's increased liability. This shall not be construed to establish CCI as an insurer. IN NO EVENT WILL CCI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES DUE TO A FAILURE ON THE PART OF CCI OR A FAILURE OF THE ALARM SYSTEM IN ANY RESPECT. Purchaser and CCI agree that this Agreement limits CCI's liability to Purchaser unless CCI's actions are deemed to be willful and wanton. Notwithstanding any contrary definitions found in any case law, Purchaser and CCI expressly agree that willful and wanton means conscious and intentional disregard of and indifference to the rights and safety of others.

7. Indemnify and Hold Harmless. The parties agree that Purchaser retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against personal injury and losses to Purchaser's own property and the property of others in the Premises. Purchaser and CCI agree that there are no third party beneficiaries to this Agreement. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS CCI, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THE AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE ALARM SYSTEM AND/OR SERVICE, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE ALARM SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY CCI OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL-HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE. The provisions of this section shall apply to any other company or entity that, in addition to CCI, promotes, markets or endorses the installation, monitoring or repair services provided hereunder.

8. No Subrogation. Purchaser does hereby for himself/herself/itself and other parties claiming under him/her/it, release and discharge CCI from and against all claims arising from hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against CCI. Purchaser agrees that this paragraph is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to CCI's negligence or whether CCI's conduct is considered to be willful and wanton as defined above.

9. Installation Delays. CCI shall not be liable for any damage or loss sustained by Purchaser from delays in installation of equipment or for delays or interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or any other causes. Any date given to Purchaser as to when work is to be substantially completed is not a definite completion date, but an estimate. The Purchaser agrees that time is not of the essence.



10. Testing the Alarm System. The parties hereto agree that the Alarm System, once installed, is in Purchaser's exclusive possession, custody and control. Purchaser agrees to test and inspect the Alarm System immediately upon completion of installation and to advise CCI in writing within three (3) days after installation of any defect, error, or omission in the Alarm System. Upon expiration of the three (3) day period, the Alarm System and the protection provided shall be deemed accepted by Purchaser. Thereafter, Purchaser must regularly test the Alarm System's operation, according to CCI's and the manufacturer's instructions, and notify CCI if any equipment is in need of repair at Purchaser's expense if not covered by the limited warranty herein.

11. Installation on Premises. CCI is authorized to install, service, move and/or remove components of the Alarm System on the Premises. In doing so, CCI is authorized to cut into walls, drill holes, drive nails, and do any other thing necessary in CCI's sole discretion to install and/or service and/or move and/or remove the Alarm System and its components. CCI shall not be responsible for any condition created as a result of such installation, service, move or removal. CCI shall not be responsible for any damage caused to the Premises as a result of installation, service, or the removal of the Alarm System. CCI is under no obligation to redecorate any portion of Purchaser's building upon installation, service, move or removal of the Alarm System. Purchaser represents that the owner of the Premises, if other than Purchaser, authorizes the installation of the Alarm System under the terms of this Agreement; and Purchaser agrees to indemnify CCI for any claims made by the owner of the Premises arising directly or indirectly, or otherwise related to, this Agreement or any provision thereof.

12. Lead Paint. If the Premises was built before 1978, or if Purchaser believes lead paint is located at the Premises, Purchaser must notify CCI in writing before CCI begins its work at the Premises. If the Premises has lead paint that will or may be disturbed by CCI's installation, service, move, or removal of the Alarm System or any of its components, Purchaser agrees to reimburse CCI for its or its agent's expenses for abatement and containment of the lead paint, per federal requirements. Purchaser also agrees to indemnify and hold CCI harmless for any damages caused by removal or disturbance of lead paint at the Premises.

13. Laws and Permit Requirements and Fees. CCI does not have the duty to disclose or inform Purchaser of any applicable laws, regulations, and/or codes regarding the use or adequacy of an alarm system. CCI also does not have a duty to obtain any alarm use permits that may be required. Purchaser is responsible for all alarm permits and permit fees. Purchaser agrees to file for and maintain any permits required by applicable law. CCI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response fees. Purchaser agrees to indemnify or reimburse CCI for any fines imposed against CCI relating to permits or false alarms. If CCI is required by law to perform any service or furnish any material not specifically covered by the terms of this Agreement Purchaser agrees to reimburse CCI for such service or material.

14. Fire Alarm Code and Permit Requirements. Unless a Fire Alarm System to Code is to be installed on the schedule of protection, CCI makes no representation that the Alarm System's fire detection equipment meets local code, fire department, or any Authority Having Jurisdiction [AHJ] requirements. It is not CCI's responsibility to apply for any permits or fees in connection with such equipment. The law requires, and CCI recommends, that Purchaser install a Fire Alarm System to Code with plans and specifications prepared by an architect or professional engineer, and that the Alarm System be properly permitted, inspected and approved by the AHJ. Purchaser represents that any existing fire alarm system is approved by the AHJ and that any repairs or replacement parts installed by CCI are not additional equipment that would require the AHJ's approval. If, at the time of installation, additional equipment is needed there will be additional charges to Purchaser.

15. CCI's Service Obligations. CCI shall not be obligated to render any service to Purchaser under the terms of this Agreement, except as expressly stated in this agreement. During the warranty period, CCI shall not be required to service the Alarm System unless it has received written notice from Purchaser, and upon such notice, and provided Purchaser is not in default of this Agreement, CCI shall during the warranty period service the Alarm System as soon as reasonably possible during CCI's regular business hours.

16. Title. Title to the Alarm System and all the component parts herein shall remain in CCI until Purchaser pays for the Alarm System in full. Purchaser authorizes CCI and its designated representatives to enter the Premises and remove the Alarm System in the event of default in payment of the purchase price when due.

17. Key Service Authorization. If key service is provided as part of the Alarm System, Purchaser hereby authorizes CCI, its agents and assigns (including, but not limited to, police and fire officials) to enter Purchaser's premises in an emergency to make repairs to the Alarm System and/or to take other necessary action, in CCI's discretion. Purchaser further agrees that CCI may authorize emergency repairs to be made by others. Purchaser agrees to pay any expenses incurred as a result of the provisions of this paragraph.

18. Unfavorable Conditions. If the Alarm System or any of its components is affected by unfavorable conditions in the Premises (e.g., air turbulence), Purchaser agrees to turn off, disable, or remove all things, animate or inanimate, causing the disturbance. This includes, but is not limited to, all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats, and any other source of air turbulence, movement, or other unfavorable condition that may interfere with the effectiveness of the Alarm System.

19. Third Party Billing. If Purchaser should elect to employ any third party "Contractor Compliance Management Service or Solution", CCI reserves the right to charge Purchaser a handling/processing fee based on any additional costs incurred including, but not limited to clerical time of CCI staff to prepare and invoice Purchaser based on requests of compliance service. Additionally CCI reserves the right to charge Purchaser if any additional fees are imposed based on processing permits or fees, such as fire alarm compliance engine fees.

20. Assignment. Purchaser cannot assign this Agreement without CCI's prior written consent. CCI may assign this Agreement or subcontract any of its obligation under this Agreement without notice to Purchaser.

21. Litigation. In the event CCI institutes legal action to recover any amounts owed by Purchaser to CCI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.5% per month from the date payment is due; and the interest shall be payable in addition to any statutory interest on judgments allowed under Minnesota law, as calculated in Minn. Stat. § 549.09. Should CCI prevail in any litigation between the parties arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, Purchaser shall pay CCI's attorneys' fees and costs. Any lawsuit arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties waive trial by jury in any action between them. Any action by Purchaser against CCI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CCI must be commenced based on the provisions of this Agreement. Any other action that Purchaser may have or bring against CCI in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

22. Complete Agreement; Modification. This written Agreement (including the provisions on both the front and back and any attachments thereto) is the entire and complete agreement between CCI and Purchaser and replaces any prior oral or written agreements related to the subject matter of this Agreement. No verbal understandings or agreements will change the terms and conditions of this Agreement. Purchaser understands that any changes in this Agreement must be approved by CCI and its insurer, and any changes must be in writing and signed by CCI and Purchaser.

23. Conflict. Purchaser understands and agrees that if there is any conflict between this Agreement and any other contract between Purchaser and CCI, this Agreement will govern as to the terms in conflict, whether or not it was signed first.

24. Severability. If any provision of this Agreement is deemed void or unenforceable the remaining parts of the Agreement will remain in full force and effect.

25. Not Binding Until Accepted. This is not a binding agreement until CCI accepts it. If CCI does not accept it, CCI will refund any amount Purchaser has paid under this Agreement. THIS CONTRACT IS VALID EVEN IF UNSIGNED BY CUSTOM COMMUNICATIONS, INC./CUSTOM ALARM REPRESENTATIVE.

26. Notice of Lien Rights. (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions; (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice. **If this is a home solicitation sale, the following cancellation clause applies: "BUYER'S RIGHT TO CANCEL"** Purchaser, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

PURCHASER ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT AND ANY ATTACHMENTS HERETO.



Administration Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Resolution 68-22: Authorize Contract for Fame Award Purchases

Purpose:

Council to approve Resolution 68-22 authorizing purchases of miscellaneous recognition products from Fame Awards.

Background:

The City has purchased recognition products: name plates, trophies, medals and track ribbons from Fame Awards. This business is owned by Doug Voss, a current Council Member At-Large for the City of Owatonna. On tonight's Council's Agenda is approval of payment to Fame Awards in the sum of \$1,188.25.

State Statute prohibits a City Council member from having a personal financial interest in a contract with the City. However, the statute provides a number of exceptions. The council may, by unanimous vote, contract for goods and services with an interested officer in certain enumerated situations, including "a contract for which competitive bids are *not* required by law." Competitive bids are not required for contracts less than \$100,000.00. When a City contracts with a public official for which no competitive bid is required, certain steps must be followed, including:

1. That the council adopt a resolution authorizing the contract which includes a statement that the contract price is as low as or lower than the price for which the commodity could be obtained elsewhere;
2. That before payment is made to the public official, the public official must file with the city clerk an affidavit stating that to the best of the officer's knowledge the contract's price is as low as or lower than the price at which the commodity could be obtained from other sources;
3. That the council must approve the contract by unanimous vote; and
4. The public official must abstain from voting on the matter;

Budget Impact:

The amount of these purchases, \$1,188.25.

Staff Recommendation:

Staff recommends adoption of Resolution 68-22.

Attachments:

1. Res 68-22 Contract - Fame Award Purchases

RESOLUTION NO. 68-22

A RESOLUTION AUTHORIZING CONTRACT WITH FAME AWARDS
PURSUANT TO MINN. STAT. §§ 471.87-89

WHEREAS, the City of Owatonna desires to purchase certain recognition products prepared by Fame Awards; and

WHEREAS, Douglas V. Voss, owner of Fame Awards, is a City Council member of the City and will be financially interested in the contract; and

WHEREAS, the contract in the sum of \$1,188.25 is not one that is required to be competitively bid. and

WHEREAS, Councilmember Voss has signed an Affidavit of Official Interest in Claim as required by law. and

WHEREAS, the contract price of \$1,188.25 is as low as, or lower than, the price at which the goods can be obtained elsewhere at this time.

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

1. The City Clerk-Treasurer is directed to make the above-mentioned purchases on behalf of the City from Fame Awards for a price of \$1,188.25
2. The Mayor and City Clerk-Treasurer are directed to issue an order-check to pay the claim upon the filing of an affidavit of official interest by the interested official pursuant to Minn. Stat. § 471.89.
3. This resolution is adopted pursuant to Minn. Stat. §§ 471.87-89.

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

Aye _____; No _____; Absent _____; Abstain _____.

Approved and signed this _____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator

RECAP:

\$	31,135.55	Central Farm Service - Fleet fuels and lubricants
	57,409.57	Owatonna Chamber - Lodging Tax April, May & June
	215,445.28	Pearson Brothers Inc - 2022 Street Maintenance Est 1
	1,031,959.84	Rice Lake Construction Group - WWTF Expansion Est 2
	20,489.50	Steele Co Treasurer-Cherry St house debris removal, 2nd 1/2 Aug prosecuting atty
	<u>403,077.65</u>	OTHER EXPENDITURES
\$	<u>1,759,517.39</u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL
\$	1,188.25	Fame Awards, as noted in resolution

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					
369665	08/08/22	AFLAC	2,947.76	0	Regular
369666	08/08/22	CULLIGAN OF OWATONNA	28.25	0	Regular
369667	08/08/22	HORIZON COMMERCIAL POOL SUPPLY	292.39	0	Regular
369668	08/08/22	INNOVATIVE OFFICE SOLUTIONS	515.11	0	Regular
369669	08/08/22	JOHN DEERE CREDIT	364.75	0	Regular
369670	08/08/22	JONES HAUGH & SMITH INC	500.00	0	Regular
369671	08/08/22	KEITH HILLER	200.00	0	Regular
369672	08/08/22	MADISON NATL LIF INS CO INC	877.45	0	Regular
369673	08/08/22	MARCO TECHNOLOGIES LLC	439.35	0	Regular
369674	08/08/22	MEDFORD SAND AND GRAVEL LLC	2,809.98	0	Regular
369675	08/08/22	METRONET	1,886.10	0	Regular
369676	08/08/22	MTI DISTRIBUTING INC	2,179.40	0	Regular
369677	08/08/22	NAPA AUTO PARTS	111.96	0	Regular
369678	08/08/22	OWATONNA HEATING & COOLING INC	698.00	0	Regular
369679	08/08/22	OWATONNA MOTOR COMPANY	474.55	0	Regular
369680	08/08/22	SENIORPLACE INC	2,867.00	0	Regular
369681	08/08/22	SYNCHRONY BANK	326.03	0	Regular
369682	08/08/22	VENTURE HYDRAULICS INC	31.70	0	Regular
369683	08/08/22	VERIZON WIRELESS	4,225.01	0	Regular
369684	08/08/22	MATTHEW R HOKANSON	4,429.37	0	Regular
369685	08/16/22	A H HERMEL CANDY & TOBACCO CO	1,262.96	0	Regular
369686	08/16/22	AFLAC	2,870.28	0	Regular
369687	08/16/22	ALEXANDER LUMBER COMPANY	1,890.13	0	Regular
369688	08/16/22	ALVIN KREUTZ	80.00	0	Regular
369689	08/16/22	AMD PROPERTIES LLC	445.02	0	Regular
369690	08/16/22	APG MEDIA OF SO MINNESOTA LLC	435.79	0	Regular
369691	08/16/22	ARAMARK UNIFORM SERVICES INC	617.90	0	Regular
369692	08/16/22	ARROW ACE HARDWARE	96.39	0	Regular
369693	08/16/22	ASPEN MILLS	1,198.48	0	Regular
369694	08/16/22	AUSTIN DAILY HERALD	252.00	0	Regular
369695	08/16/22	AVFUEL CORPORATION	17,458.90	0	Regular
369696	08/16/22	BAKER & TAYLOR BOOKS	1,440.06	0	Regular
369697	08/16/22	BATTERIES PLUS BULBS LLC	41.52	0	Regular
369698	08/16/22	BELL OPTICAL	259.86	0	Regular
369699	08/16/22	BLACKSTONE PUBLISHING	124.93	0	Regular
369700	08/16/22	BLOCK PLUMBING & HEATING	12.89	0	Regular
369701	08/16/22	BOLTON & MENK INC	5,346.50	0	Regular
369702	08/16/22	BOUND TREE MEDICAL LLC	162.45	0	Regular
369703	08/16/22	CARISSA LEAVSTROM	20.00	0	Regular
369704	08/16/22	CAROL HODAPP	74.00	0	Regular
369705	08/16/22	CARQUEST	1,200.87	0	Regular
369706	08/16/22	CEDAR VALLEY SERVICES INC	862.88	0	Regular
369707	08/16/22	CEMSTONE CONCRETE MATERIAL LLC	1,568.00	0	Regular
369708	08/16/22	CEMSTONE PRODUCTS CO	209.85	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369709	08/16/22	CENTER POINT PUBLISHING	223.33	0	Regular
369710	08/16/22	CENTRAL FARM SERVICE	31,135.55	0	Regular
369711	08/16/22	Cheryl Schnorenberg	19,930.90	0	Regular
369712	08/16/22	CHILDREN'S REMEDIAL FUND OF ST	35.00	0	Regular
369713	08/16/22	CITY OF OWATONNA	162.00	0	Regular
369714	08/16/22	CLUB PROPHET SYSTEMS	530.00	0	Regular
369715	08/16/22	COLLEEN SLETTEN	50.00	0	Regular
369716	08/16/22	COMPCARE OCCUPATIONAL MEDICINE	594.00	0	Regular
369717	08/16/22	CONTINENTAL RESEARCH CORP	595.73	0	Regular
369718	08/16/22	COURT SPORTS & MORE	19.50	0	Regular
369719	08/16/22	CRANE CREEK ASPHALT	17,960.80	0	Regular
369720	08/16/22	CURT'S TRUCK & DIESEL SERVICE	137.81	0	Regular
369721	08/16/22	D & M CONSTRUCTION LLC	262.30	0	Regular
369722	08/16/22	DEANS WESTSIDE TOWING	150.00	0	Regular
369723	08/16/22	DH ATHLETICS LLC	241.98	0	Regular
369724	08/16/22	DOCK & DOOR TEC INC	3,475.00	R	ACH
369725	08/16/22	DONNA GILLESPIE	50.00	0	Regular
369726	08/16/22	DUB KIMBERLY	20.00	0	Regular
369727	08/16/22	EBSCO INFORMATION SERVICES	1,698.00	0	Regular
369728	08/16/22	ENTENMANN-ROVIN CO	65.00	0	Regular
369729	08/16/22	EYE MED VISION CARE	371.62	0	Regular
369730	08/16/22	FAME AWARDS	1,188.25	0	Regular
369731	08/16/22	FAREWAY STORES INC	602.13	0	Regular
369732	08/16/22	FIRST SUPPLY OWATONNA	401.38	0	Regular
369733	08/16/22	FOUR SEASONS ELECTRIC	5,534.97	0	Regular
369734	08/16/22	FURTHER	243.05	0	Regular
369735	08/16/22	GALLAGHER BENEFIT SERVICES INC	10,000.00	0	Regular
369736	08/16/22	GOLDEN VALLEY SUPPLY CO	200.00	0	Regular
369737	08/16/22	GRAINGER	137.10	0	Regular
369738	08/16/22	GREENHAVEN LANDSCAPING LLC	9,609.38	0	Regular
369739	08/16/22	HAWKINS INC	17,641.07	0	Regular
369740	08/16/22	HEALTHPARTNERS	4,254.78	0	Regular
369741	08/16/22	HILLYARD/HUTCHINSON	637.05	0	Regular
369742	08/16/22	HOOPLA BY MIDWEST TAPE LLC	1,235.03	0	Regular
369743	08/16/22	HORIZON COMMERCIAL POOL SUPPLY	9,112.88	0	Regular
369744	08/16/22	HUBER SUPPLY CO INC	132.70	0	Regular
369745	08/16/22	HY VEE	10,816.46	0	Regular
369746	08/16/22	I U O E LOCAL 70	2,490.86	0	Regular
369747	08/16/22	IFACS	142.80	0	Regular
369748	08/16/22	INNOVATIVE OFFICE SOLUTIONS	99.60	0	Regular
369749	08/16/22	KENDALL DOORS & HARDWARE INC	71.48	0	Regular
369750	08/16/22	KIESLER POLICE SUPPLY	460.49	0	Regular
369751	08/16/22	KROMER CO	453.64	0	Regular
369752	08/16/22	KWIK TRIP INC	286.53	0	Regular
369753	08/16/22	LANGER AVIATION INC	2,750.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369754	08/16/22	LEAGUE OF MN CITIES INS TRUST	13,856.00	0	Regular
369755	08/16/22	LEGACY SIGNS INC	952.00	0	Regular
369756	08/16/22	M-B COMPANIES INC	819.22	0	Regular
369757	08/16/22	MACQUEEN EQUIPMENT CO	42.94	0	Regular
369758	08/16/22	MADISON NATL LIF INS CO INC	1,033.03	0	Regular
369759	08/16/22	MANKE'S OUTDOOR EQUIP & APPL	69.98	0	Regular
369760	08/16/22	MARCO TECHNOLOGIES LLC	110.78	0	Regular
369761	08/16/22	MARIE RIDGEWAY LICSW LLC	3,300.00	0	Regular
369762	08/16/22	MARTIN FAMILY LLC	10,000.00	R	ACH
369763	08/16/22	MARVIN PURRIER CONCRETE & MAS	900.00	0	Regular
369764	08/16/22	MCMASTER-CARR SUPPLY CO	16.93	0	Regular
369765	08/16/22	MEDFORD SAND AND GRAVEL LLC	253.74	0	Regular
369766	08/16/22	MEGAN WAGAMON	95.00	0	Regular
369767	08/16/22	MEI TOTAL ELEVATOR SOLUTIONS	847.20	0	Regular
369768	08/16/22	MESERB	9,512.00	0	Regular
369769	08/16/22	METRO SALES	787.44	0	Regular
369770	08/16/22	METRO SALES INC	56.90	0	Regular
369771	08/16/22	MINNESOTA LIFE	2,403.65	0	Regular
369772	08/16/22	MINNESOTA PUMP WORKS	1,716.50	0	Regular
369773	08/16/22	MN FIRE SERVICE CERT BOARD	450.00	0	Regular
369774	08/16/22	MN GOLF ASSOCIATION	390.00	0	Regular
369775	08/16/22	MN NCPERS GROUP LIFE INSURANCE	480.00	0	Regular
369776	08/16/22	MN PUBLIC EMPLOYEES ASSOC	1,287.00	R	ACH
369777	08/16/22	MN VALLEY TESTING LABS INC	319.82	0	Regular
369778	08/16/22	MODERN METAL PRODUCTS	1,617.50	0	Regular
369779	08/16/22	MRI SOFTWARE LLC	150.00	0	Regular
369780	08/16/22	MTI DISTRIBUTING INC	6,274.60	0	Regular
369781	08/16/22	NAPA AUTO PARTS	1,635.60	0	Regular
369782	08/16/22	NARDINI FIRE EQUIPMENT CO INC	770.00	0	Regular
369783	08/16/22	NERO ENGINEERING	8,608.00	0	Regular
369784	08/16/22	NICK WEEKS	34.36	0	Regular
369785	08/16/22	NORTHLAND FARM SYSTEMS	1,893.01	0	Regular
369786	08/16/22	NUSS TRUCK & EQUIPMENT	488.65	0	Regular
369787	08/16/22	OLDENBURG PHOTOGRAPHY	456.00	0	Regular
369788	08/16/22	OWATONNA AREA CHAMBER OF COMM	57,409.57	0	Regular
369789	08/16/22	OWATONNA MOTOR COMPANY	4,024.12	0	Regular
369790	08/16/22	OWATONNA PUBLIC UTILITIES	4,378.18	R	ACH
369791	08/16/22	OWATONNA SOFTBALL ASSN	18,391.51	0	Regular
369792	08/16/22	OWATONNA VETERINARY SERVICES	9.67	0	Regular
369793	08/16/22	PAAPE COMPANIES INC	585.00	0	Regular
369794	08/16/22	PARAGON	1,156.20	0	Regular
369795	08/16/22	PEARSON BROTHERS INC	215,445.28	0	Regular
369796	08/16/22	PEPSI COLA OF ROCHESTER	3,031.50	0	Regular
369797	08/16/22	RACHEL KARNICK	50.00	0	Regular
369798	08/16/22	RENT N SAVE	940.50	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369799	08/16/22	RICE LAKE CONSTRUCTION GROUP	1,031,959.84	0	Regular
369800	08/16/22	RICE STEELE 911 CENTER	97.50	0	Regular
369801	08/16/22	RON'S REPAIR SERVICE	240.74	0	Regular
369802	08/16/22	SCHILLING SUPPLY CO	1,128.95	0	Regular
369803	08/16/22	SCHOLASTIC INC	2.84	0	Regular
369804	08/16/22	SHERWIN WILLIAMS COMPANY	323.26	0	Regular
369805	08/16/22	SHI CORP	532.99	0	Regular
369806	08/16/22	SPARETIME ENTERTAINMENT	4,431.00	0	Regular
369807	08/16/22	SPLIT ROCK MANAGEMENT INC	2,106.30	0	Regular
369808	08/16/22	SPS COMPANIES INC	1,797.01	0	Regular
369809	08/16/22	ST CROIX RECREATION CO	3,364.10	0	Regular
369810	08/16/22	STATE INDUSTRIAL PRODUCTS	397.88	0	Regular
369811	08/16/22	STEELE CO ATTORNEY'S OFFICE	2,331.80	0	Regular
369812	08/16/22	STEELE COUNTY FREE FAIR	330.00	0	Regular
369813	08/16/22	STEELE COUNTY TREASURER	20,489.50	0	Regular
369814	08/16/22	STEWART DENISE	606.27	0	Regular
369815	08/16/22	STEWART SANITATION	1,953.93	0	Regular
369816	08/16/22	T-MOBILE	12,409.21	0	Regular
369817	08/16/22	TGK AUTOMOTIVE OF OWATONNA LLC	1,804.21	0	Regular
369818	08/16/22	THE HAT CHIC CLOTHING CO	1,749.00	0	Regular
369819	08/16/22	THE PENWORTHY COMPANY	318.64	0	Regular
369820	08/16/22	THORNHILL LARRY	168.00	0	Regular
369821	08/16/22	TREASURY DIVISION, FINANCE	1,165.90	0	Regular
369822	08/16/22	TRI M GRAPHICS	7,979.53	0	Regular
369823	08/16/22	TRI STATE BOBCAT	120.33	0	Regular
369824	08/16/22	TRUCK CENTER COMPANIES LLC	50.67	0	Regular
369825	08/16/22	TURFWERKS	136.61	0	Regular
369826	08/16/22	UKG INC	18,652.62	0	Regular
369827	08/16/22	United Brother's Property Inc	11,695.88	0	Regular
369828	08/16/22	UNITED WAY	228.00	0	Regular
369829	08/16/22	USABBLUEBOOK	36.96	0	Regular
369830	08/16/22	UTILITY CONSULTANTS INC	1,580.19	0	Regular
369831	08/16/22	VAN METER INC	1,167.11	0	Regular
369832	08/16/22	VENTURE HYDRAULICS INC	298.53	0	Regular
369833	08/16/22	VERIZON WIRELESS	708.98	0	Regular
369834	08/16/22	VERIZON WIRELESS-VSAT	50.00	0	Regular
369835	08/16/22	WALBRAN & FURNESS CHARTERED	4,992.16	0	Regular
369836	08/16/22	WASTE MANAGEMENT OF WI-MN	152.38	0	Regular
369837	08/16/22	WOLFF AND SONS INC	207.62	0	Regular
369838	08/16/22	WSB & ASSOCIATES INC	18,176.50	0	Regular
369839	08/16/22	ZEP MANUFACTURING CO	268.51	0	Regular
369840	08/16/22	MATTHEW R HOKANSON	1,870.59	0	Regular
369841	08/16/22	STEELE COUNTY SAFETY CAMP	4,040.00	0	Regular

173	Checks total:	1,740,377.21
4	ACH total:	19,140.18
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
177	GRAND TOTALS	1,759,517.39



Resolutions



Administration Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Resolution 69-22: Request Special Legislative Session for Bonding Bill

Purpose:

Approval of Resolution 69-22 requesting the Governor call a special session

Background:

The legislature failed to pass a tax bill and bonding bill before the session adjourned. The City had requested \$22 million in bonding funds to help offset the significant costs of expanding the Wastewater Treatment Plant. The construction bid for the expansion was \$55 million.

This critical infrastructure is necessary to support community growth. Construction materials and labor shortages caused costs to increase dramatically, putting an undue burden on ratepayers. In addition, state funding for the Public Facility Authority wastewater grant program was not approved. The city was expected to receive \$8 million in grant funds.

Budget Impact:

Due to the loss of funding from the state, the additional costs will be assessed to ratepayers.

Staff Recommendation:

Staff recommends approval

Attachments:

1. Res 69-22 Request Special Legislative Session

RESOLUTION NO.: 69-22

REQUEST FOR SPECIAL LEGISLATIVE SESSION
TO CONSIDER BONDING BILL

WHEREAS, the people of Minnesota have critical infrastructure needs, including the replacement and upgrade of aging drinking water systems, sewage treatment, roads, and bridges that cannot be delayed, and

WHEREAS, without additional funding through a bonding bill, cities will have to drastically raise water rates or taxes on residents and business to pay for necessary infrastructure projects made even more expensive due to inflation, and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2022 legislative session, and

WHEREAS, the City of Owatonna requested \$22 million in state bonding funds to help cover the cost of an expansion of its Wastewater Treatment Plant through the 2022 legislative session process to partially offset rate increases to citizens and supplement other funding sources to cover the total cost of \$65 million.

WHEREAS, the plant has been operating at its capacity for the past several years and the expansion will increase capacity to meet the needs of the growing community without further watershed degradation.

WHEREAS, the expansion project, initiated in 2017 was estimated at \$37 million and, due to MPCA delays in permitting, the project timeline has been drawn out resulting in increased costs due to inflation, labor and material shortages although the project design remains largely unchanged.

WHEREAS, the City began implementing incremental rate increases ten years ago to plan for this project, has already paid \$3 million-plus in project planning costs, has set aside \$10 million in reserve funds for this expansion project, is awaiting approval for \$8 million in state grant funds to help cover project costs while maintaining affordable rates for residents and businesses.

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes, and

WHEREAS, the LGA appropriation has not kept up with city needs and inflation, making it more difficult for cities to provide the public safety, core infrastructure, libraries, and other services without imposing significant property tax increases or service cuts, and

WHEREAS, the Legislature failed to pass a tax bill in the 2022 legislative session that would have increased the LGA appropriation, and

WHEREAS, the state of Minnesota has a multi-billion-dollar budget surplus, and

WHEREAS, additional funds are required to match millions of dollars in available federal funds;

BE IT RESOLVED that the City Council of Owatonna, Minnesota urges through this Resolution to Governor Walz to declare a special session and to its lawmakers to work in a bipartisan way to pass a bonding bill and a tax bill that includes an LGA increase; and

BE IT FURTHER RESOLVED that this resolution be transmitted to House Representative John Petersburg., State Senator John Jasinski, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

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

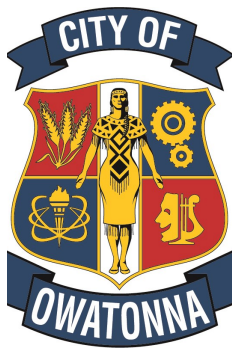
Aye ____; No ____; Absent ____

Approved and signed this ____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



Miscellaneous



Human Resources Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Emily Thamert, Director
SUBJECT: Agreement for Functional Pre-Employment Testing for Police Department - WorkSTEPS

Purpose:

To approve the Agreement for functional pre-employment testing with WorkSTEPS for the Police Department.

Background:

Police officers need to be fit to perform the essential functions of the job and healthy cops make good decisions. The League of Minnesota Cities partnered with and contributed to the design of a pre-employment, post-offer abilities test for police officer candidates with WorkSTEPS. WorkSTEPS is a leading national provider of medical/functional pre-employment validation services. The test has been validated in accordance with EEOC standards, specifically for Minnesota city law enforcement departments. The Owatonna Police Department intends to participate in this validated testing program with WorkSTEPS as part of the post-offer, pre-employment screening process for police officers.

Budget Impact:

The budget impact of conducting the comprehensive post-offer functional employment testing with WorkSTEPS is \$185.00 per test.

Staff Recommendation:

Staff recommends approval of the proposed Agreement with WorkSTEPS.

Attachments:

1. Pre-Employment Testing - OPD - WorkSTEPS, Inc

AGREEMENT

THIS AGREEMENT is by and between WorkSTEPS®, Inc., a Texas corporation located at University Business Park, 3019 Alvin DeVane Blvd., Suite 150, Austin, Texas, 78741 (“**WorkSTEPS**”), and City of Owatonna Minnesota, a Minnesota corporation, located at 540 West Hills Circle, Owatonna, MN 55060 (“**CITY**”), collectively (“**THE PARTIES**”).

WHEREAS: CITY is desirous of implementing a functional employment testing program as a part of its work injury and disability management program, to, among other reasons, effectuate a reduction of on-the-job injuries by trying to determine if an applicant or employee can safely perform the essential functions of the job.

WHEREAS: WorkSTEPS has developed functional employment testing protocols and procedures that CITY desires to utilize for its functional employment testing program, and

WHEREAS: WorkSTEPS desires to assist CITY in implementing the WorkSTEPS functional employment-testing program,

THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS: Based on the functional employment test(s) and services that have been identified below the price for the test(s) and services shall be:

<u>Functional Testing Services</u>		<u>Price</u>	<u>Approve (Initial)</u>
• Comprehensive Post Offer Functional Employment Testing	Upon Request	\$185.00	_____
• Post-Employment/Fit-For-Duty/Return to Work Testing	Upon Request	\$185.00	_____
• Basic Carpal Tunnel Evaluation	Upon Request	N/A	_____
• Upper Quadrant / Carpal Tunnel / Post-Offer Evaluation	Upon Request	N/A	_____
• Job Analysis and Validation Process (*\$200.00 per hour for testing services plus travel expenses related to transportation, lodging, meals, etc., to be billed at the rate incurred)	Upon Request	\$200.00*	_____
• No Show Fee (24-hour cancellation required)			_____
• Centralized Billing (one time set up fee)	Upon Request	Waived	_____
• Scheduling (per candidate fee if coordinated by WorkSTEPS)	Upon Request	\$35.00	_____

City agrees to pay WorkSTEPS within thirty (30) days of receipt of an invoice for completed tests.

CITY acknowledges that WorkSTEPS provides it testing services to City through a licensed network of independent third-party providers and therefore City acknowledges each licensed provider utilized to provide City services is a subcontractor under this contract with regard to payment for services rendered. All WorkSTEPS Providers who have provided WorkSTEPS testing services to City will be compensated by WorkSTEPS within thirty (30) days of receipt of invoices. WorkSTEPS shall be compensated by City within thirty (30) days of receipt of invoices.

1. Job Analyses. Job Analyses are the foundation of the CITY’S functional employment testing program. A job analysis is a measurement of the physical demands and requirements of the essential functions of a specific job. Accurate and current job analyses are the CITY’S responsibility. Job Specific Authorization Forms that document essential function requirements must be executed by CITY’S representative and provided to WorkSTEPS before testing can begin. CITY managers should use professionals experienced in assisting with job analyses or other trained and certified ergonomic assessment specialists to assist in the preparation of job analyses and documentation of essential functions. The job analyses should be based on a close, careful examination of the specific job by an individual trained and competent in making the physical measurements of the essential functions of the specific job. The job analysis provides specific job

content validity to CITY's functional employment testing program, which seeks to simulate the specific physical demands necessary to perform essential job functions. Accurate and up-to-date job analyses help ensure that employment decisions are based on objective, sound, individual, and job specific information. Likewise, accurate and up-to-date job analyses helps ensure that no individual or group of individuals is discriminated against. CITY agrees to enter into an agreement in the form attached hereto as Exhibit "1" with the Analyst that will perform the job analysis.

2. Terms. The term of this Agreement shall be for a term of 1 year (s). The Agreement shall be automatically renewed each year for additional 1-year terms, unless terminated by either Party.

3. Termination. This Agreement may be terminated by either Party hereto. The termination shall be effective five (5) business days after receipt of notice thereof. Receipt shall be deemed effective upon actual delivery to the noticed Party. Upon termination, CITY shall be responsible to pay for any employment tests that have actually been performed prior to the termination.

4. Ownership. All data and information generated by the WorkSTEPS Functional Employment Testing Program for City shall be the property of WorkSTEPS and City. WorkSTEPS shall use best efforts to keep such data or information in a legally compliant manner pursuant to all state or federal laws affecting such data or information. CITY may keep copies of data or information for use in its normal course of business, but CITY hereby agrees that should it have possession of any WorkSTEPS materials, forms, procedures, protocols, or information, that such shall be deemed proprietary and confidential and kept strictly confidential. CITY shall use best efforts to see that such is not utilized for any purpose that would reasonably be deemed in competition with WorkSTEPS.

5. Confidentiality. WorkSTEPS shall keep all information or materials received from CITY strictly confidential and shall not divulge any such information or materials without the express written consent of CITY.

6. Third Party Claims. In the event of any third-party claims associated with the services provided under this Agreement, the party receiving notice of the claim shall immediately inform the other party in writing of such claim. WorkSTEPS and CITY shall timely make available to each other such information and assistance as reasonably requested in connection with the defense of any potential claim or action.

7. Release of Data. Notwithstanding any prohibition contained within this Agreement, WorkSTEPS or CITY may release data or information as contemplated herein should a state or federal court of law require it. WorkSTEPS may not release data or information received from the testing of City's employees unless it is for a legitimate business purpose, provided that (i) City gives written consent prior to any disclosure, (ii) any personal information is kept confidential, and (iii) that all state and federal laws regarding such data or information are strictly followed.

8. Proprietary Marks. CITY acknowledges that it has been advised that WorkSTEPS believes the WorkSTEPS name, and its marks and proprietary software, protocols and testing process are federally trademarked and copyrighted. CITY agrees that WorkSTEPS proprietary software, protocols, processes, procedures, including modifications thereto, are, and shall be considered "proprietary" and "confidential information." WorkSTEPS confidential and proprietary information will be provided to CITY for the sole purpose of having the WorkSTEPS Provider provide functional employment testing services to the CITY. CITY acknowledges, agrees and confirms that CITY's disclosure or misappropriation of WorkSTEPS proprietary information could cause irreparable injury to WorkSTEPS, and CITY hereby expressly agrees that it will not use the confidential and proprietary information provided to CITY, except for the express purposes described in this Agreement or as strictly required by a valid court order or state or federal law and only to the minimum degree required for compliance with such law. Prior to such disclosure, City shall give WorkSTEPS' timely written notice and assist WorkSTEPS in contesting such disclosure or ensuring that other protective measures are taken to secure the information.

9. Protected Health Information. WorkSTEPS may receive from City health information that is protected under applicable state and/or federal law, including without limitation, protected health

information ("PHI") as defined in the regulations at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). WorkSTEPS agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards if the PHI were used or disclosed by City in the same manner. WorkSTEPS shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

Use of PHI. WorkSTEPS will use PHI solely for City's benefit and only (i) for the purpose of performing services for City and (ii) as necessary for the proper management and administration of the City or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. City shall retain all rights in the PHI not granted herein.

Disclosure of PHI. WorkSTEPS may disclose PHI as necessary to perform its obligations under this Agreement only as permitted by law, provided that WorkSTEPS shall in such case: (a) obtain written assurances from any person to whom the information is disclosed that it will be held confidential and further disclosed only upon written assurance from the recipient it will be used only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify City of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of "minimum and necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If WorkSTEPS discloses PHI received from City or created or received by WorkSTEPS on behalf of City, to agents, including a subcontractor (collectively, "Recipients"), WorkSTEPS shall require Recipients to agree in writing to the same restrictions and conditions that apply to the WorkSTEPS under this Agreement.

10. Remedies. THE PARTIES agree that (i) the covenants and restrictions contained herein are of material consideration to this Agreement and are reasonable and necessary to protect and preserve the interest of both PARTIES; (ii) irreparable loss and damage will result from any breach hereof; (iii) monetary damages will not be sufficient to compensate a PARTY for any such default or breach by the other party; and (iv) in addition to all other remedies provided at law or in equity, a PARTY shall be entitled to seek and obtain temporary, preliminary and permanent injunctive relief in a court of law to prevent and restrain any breach or contemplated or threatened breach of and to specifically enforce the provisions of this Section, and neither PARTY will be obligated to post a bond or other security in seeking such relief or to provide proof of irreparable harm. Such remedies shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which a PARTY is or may be entitled at law or in equity or under this Agreement.

11. Exclusivity and Performance of the Test. For as long as this Agreement is in effect, CITY shall not acquire the same or similar functional testing services from anyone other than WorkSTEPS or its duly licensed providers. CITY acknowledges and understands that the tests are to be performed by medical providers that are independent contractors that have been licensed by WorkSTEPS to perform the tests identified.

12. Non-solicitation of Employees. CITY acknowledges that WorkSTEPS has invested considerable time and financial resource in the training, education, and certification of the professional staff necessary to deliver the services set forth on Attachment "A" to this Agreement. During the term of this Agreement, and for a period of one year after its termination, CITY agrees that it shall not actively or knowingly solicit or make an offer of employment to any of WorkSTEPS employees or WorkSTEPS licensed Providers associated with the delivery of these services to CITY nor shall CITY utilize the proprietary WorkSTEPS Network to perform any other competitive product to the WorkSTEPS Testing Program.

13. Use of Information after Termination. Without limiting the generality of this Section, THE PARTIES agree that after the termination or expiration of this Agreement, such PARTIES will not use the proprietary, confidential information of the other PARTY to provide the same or similar services to any person (unless and until such information ceases to be proprietary and confidential through no fault of the

PARTY seeking to use the same), however, nothing in this Section shall prohibit City or its affiliates, after termination of this Agreement, from providing a service to CITY similar to the services provided by Provider hereunder as long as neither CITY nor its affiliates uses the proprietary, confidential information of WorkSTEPS in so doing.

14. Employment Decision. CITY acknowledges and understands that this Agreement contemplates the functional employment testing of prospective employees and/or actual employees of CITY. That CITY, as employer of the individuals tested have a significant role, both before and after the test, including, but not limited to, selection of the essential functions of the applicable job, the writing of job descriptions, if any, in communicating with the individuals to be tested in a consistent manner, in making appropriate employment decisions based on test results and in properly processing and advising those individuals tested.

15. Adherence to Laws. CITY agrees to follow state and federal employment laws, regulations and practices including, but not limited to, appropriate procedures related to employment testing as set forth in the Americans With Disabilities Act and any and all applicable laws. CITY further acknowledges that City, neither the Provider, nor WorkSTEPS is responsible for making employment decisions concerning any post employment candidates' or current employees' suitability for employment or continued employment and for making decisions concerning reasonable accommodations.

16. GENERAL INDEMNITY

16.A. WorkSTEPS shall indemnify and hold CITY, its directors, officers and employees harmless from all claims, damages, losses, fines, penalties, costs and expenses, including reasonable attorneys' fees (hereafter, "Liabilities"), arising out of or resulting from this Contract, and either (1) caused, in whole or in part, by the negligent act, omission, or willful misconduct of WorkSTEPS, anyone directly or indirectly employed by it (including without limitation, WorkSTEPS's subcontractors of any tier), or anyone for whose acts it may be liable, or (2) related to any payments due or owing between the WorkSTEPS and its subcontractors.

16.B. CITY agrees to indemnify and hold WorkSTEPS, its directors, officers and employees harmless from and against any Liabilities arising out of or resulting from this contract and caused in whole or in part by the negligent act or omission or willful misconduct of the CITY.

16.C. If the Parties are concurrently negligent, each Party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the State of Minnesota.

16.D. Notwithstanding anything to the contrary herein, neither Party shall be liable to indemnify the other for claims arising from the negligence, gross negligence or willful misconduct of the other Party.

16.E. All indemnity provisions of this Contract shall be deemed independent covenants and shall survive completion or termination of the Contract or any claimed breach thereof.

17. INSURANCE. See Addendum No. 1, Insurance Requirements.

This Agreement shall be governed by the laws of the State of Minnesota. Jurisdiction for any claim or action arising out of this Agreement shall be in an appropriate state or federal court of law in the State of Minnesota.

[remainder of page intentionally left blank]

AGREED TO THIS ____ DAY OF _____, 2022.

WorkSTEPS®, Inc.

CITY OF OWATONNA

By,

By, Thomas A. Kuntz

Title

Mayor
Title

Printed Signature

Thomas A. Kuntz
Printed Signature

Kris M. Busse

City Administrator
Title

Kris M. Busse

Exhibit "1"
Contract for Services
For
Job Analysis Bid Proposal

While the ADA does not require that a formal job analysis be conducted to determine the essential functions of a specific job position, the ADA does require an employer to prove that any exclusionary criteria obtained from a medical examination used to withdraw an offer of employment or terminate employment are "job related and consistent with business necessity." Thus, the ("Analyst") should conduct a job analysis of the positions for which employment tests are performed to ensure that the employment test is measuring the candidate's or employee's ability to perform essential job functions. It is imperative that the City provides accurate information to the Analyst regarding the essential job functions for specific job positions. The City acknowledges that the City is responsible for familiarizing itself with the ADA's definition of what is job related and consistent with business necessity and providing the Analyst accurate information concerning essential job functions.

A separate job analysis should be performed for each position for which the City desires to utilize employment testing. The job analysis may include filming, weighing, and measuring tasks for the selected job positions for the City.

The City understands that the evaluation is dependent upon the complexity of the job and is billed based on the services requested to meet the City's specific needs. Additional expenses billed include, but are not limited to travel and lodging expenses, meals, and shipping expenses of necessary equipment. The City hereby authorizes Analyst to provide said job analysis at the rates referenced below. City agrees to prepayment of thirty-five percent (35%) of proposed job analysis costs upon execution of the job specific scope of work. Prepayment will be applied to the final invoice and actual costs of services and expenses.

<u>Service</u>	<u>Price</u>	<u>Approve (Initial)</u>
• Single Analyst	\$200/hr.	_____
• Single Ergonomist	\$250.00	_____
• Additional Analysts (per analyst)	\$100/hr.	_____
• Expenses (to be billed at actual cost)	TBD	_____
• Travel Time	TBD	_____
• Additional Reporting	TBD*	_____
• Cancellation Fee (*less than two weeks notice of cancellation will result in all non-refundable expenses, as well as the specified cancellation fee billed to City)	_____	_____

Reference Information

- Department of Labor (article): <https://www.dol.gov/odep/pubs/fact/opening.htm>
- Medical Inquiries (ADA): <https://www.eeoc.gov/policy/docs/qanda-inquiries.html>

Company /Title

Date

Printed Signature

Analyst Representative/Title

Date

Printed Signature

"Attachment A"

Description of Services

Post Offer Testing to Include:

Medical History – The candidate is taken through a comprehensive medical history interview to obtain information on previous injuries, surgeries, treatments, as well as current medical conditions. Candidates also sign a “falsification of the information” clause which states that falsifying information on the medical history, could result in the withdrawal of the conditional job offer of employment.

Musculoskeletal Examination – A WorkSTEPS certified licensed clinician completes a comprehensive musculoskeletal evaluation with over 100 baseline measures.

Static Grip - This portion of the tests measures grip strength and gathers baseline strength readings on the employee.

Dynamic Lifting - This portion of the test utilizes NIOSH’s 4-standard lifting postures to gather baseline material handling data, as well as to qualify individuals to attempt job simulation tasks. Candidate’s are instructed on proper lifting techniques for each lifting posture.

Job Specific Tasks - This portion tests the candidate’s ability to perform the essential functions for the position being offered in a controlled clinical setting. The essential functions are created from a job analysis which captures accrual weights and measures for that position begin tested.

Fit for Duty Testing as Part of A Return To Work (“RTW”) Program To Include:

WorkSTEPS will be conducting Fit-for-Duty (Post-Injury RTW) Tests on existing employees to include the following:

- Any reported injury, illness, or condition that gives the employer reasonable belief that the employee’s ability to perform essential job functions will be impaired or create a direct threat to health and safety.
- This category may also include testing at the request of the employer because, although there has been no formal injury or medical condition reported, the employer has observed current performance problems or has received reliable reports of performance problems indicating that the employee may not be able to perform essential job functions or may pose a direct threat to the health and safety of the employee or others.
- Even if the employee has fully “recovered” from injury or illness and no longer considers him or herself “injured”, for documentation purposes the test should be identified as a “post-injury” fit for duty, or an injured worker, because that was the trigger for the test.
- When testing an employee post-injury or illness the provider will:
 - Use the WorkSTEPS Fit for Duty Physical Capacity Consent Form
 - Use the WorkSTEPS Post Injury Fit for Duty Medical History Interview
 - Not perform “routine” medical measures, including heart rate and blood pressure, that are not related to the injury or condition for which the employee is being seen, or that are not contributing to a job-related functional deficit.

- Not perform the standard “baseline” tests such as step test, Sorenson’s or grip if they are not related to the injured area.
- Perform only the dynamic lift postures that are considered qualifying criteria.
- Perform any and all standard job specific tasks for the position and expand to include any additional essential function tasks that could be impacted by their injury or condition.

WorkSTEPS®, Inc.

CITY OF OWATONNA

By,

By, Thomas A. Kuntz

Title

Mayor

Title

Printed Signature

Thomas A. Kuntz

Printed Signature

Kris M. Busse

City Administrator

Title

Kris M. Busse

ADDENDUM NO. 1

ADDENDUM NO. 1 to Agreement between WorksSTEPS and City of Owatonna dated August _____, 2022.

INSURANCE REQUIREMENTS

WorksSTEPS (hereinafter "Contractor") shall not commence work under this Contract until it has obtained all insurance required herein and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance contracts shall be maintained throughout the life of this Contract and shall be evidenced by carrier's certificates filed with the City Administrator. Each certificate of insurance, except for Professional Liability Coverage, shall name the City of Owatonna as an "additional insured."

1. **WORKERS' COMPENSATION INSURANCE.** Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance for all of its employees employed at the site of the project, and in case of any work is sublet the Contractor shall require the Subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter's employees.
2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The Contractor shall take out and maintain during the life of this Contract Commercial General Liability Insurance for all claims, arising from operations under this Contract, and shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by Contractor or any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - a. Commercial General Liability Coverage (CGL) in an amount not less than \$2,000,000.00 combined single limit or equivalent. The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain like insurance in like amounts. Contractor shall supply the City with a Certificate of Insurance listing the City as additionally insured. The limits of coverage may be provided by coverage of \$1,000,000.00 combined single limit, together with excess or "umbrella" coverage of \$1,000,000.00 combined single limits.
3. **AUTOMOBILE INSURANCE.** The Contractor shall take out and maintain during the life of the Contract automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit or equivalent. The limits of coverage may be provided by coverage of \$1,000,000.00 combined single limit, together with excess or "umbrella" coverage of \$1,000,000.00 combined single limits.

4. PROFESSIONAL LIABILITY INSURANCE. The Contractor shall take out and maintain Professional Liability Insurance with limits not less than \$2,000,000. The limits of coverage may be provided by coverage of \$1,000,000 combined single limit together with excess or umbrella coverage of \$1,000,000 combined single limit.

IN WITNESS WHEREOF, Contractor and City have executed the foregoing Addendum the date and year first above written.

WorkSTEPS®, Inc.

CITY OF OWATONNA

By,

Title

Printed Signature

By, Thomas A. Kuntz

Mayor
Title

Thomas A. Kuntz
Printed Signature

Kris M. Busse

City Administrator
Title

Kris M. Busse



Public Works Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Obstruction Permit at Federated Insurance - Benike Construction

Purpose:

Requesting City Council consideration of a request from Benike Construction to obtain an extended Obstruction Permit on the corner of East Broadway Street and North Elm Avenue.

Background:

Permits for Dumpsters located within the City Right of Way are valid for 2 weeks upon issuance with a 2-week extension period.

Benike Construction and Federated Insurance have requested an extension of this permit. It is proposed that the dumpster remain in the City Right of Way for the duration of the project at Federated Insurance, which is anticipated to be in 2023. The location of the dumpster has been identified as the safest and most direct route out of the building.

An extension to the original permit, applied for on July 28, 2021, was approved by Council on September 7, 2021.

The permit holder acknowledges that the area around the dumpster must be maintained, and that snow removal is their responsibility.

See attached for a letter received regarding the proposal along with an aerial map showing the dumpster location.

Budget Impact:

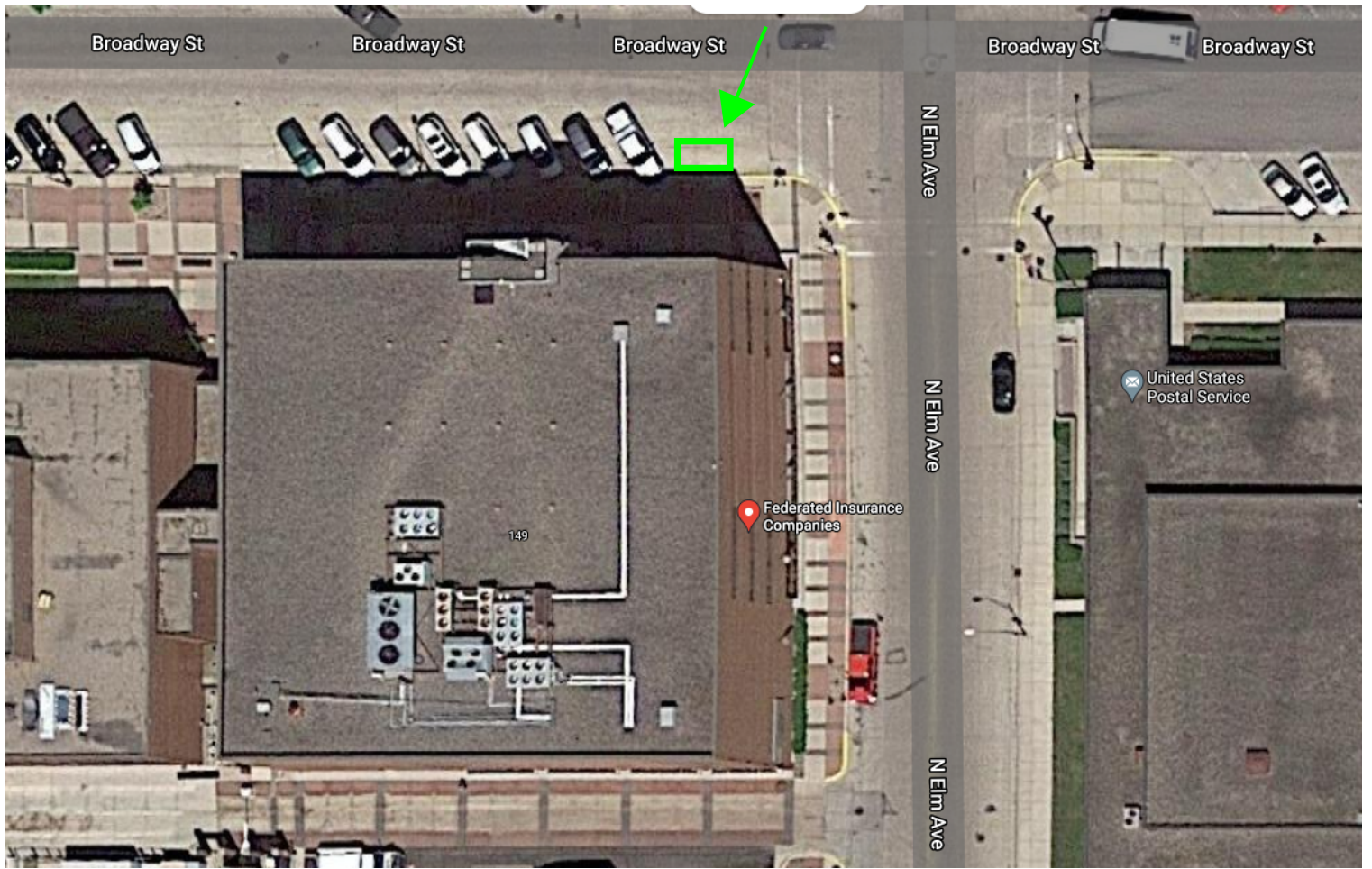
Benike Construction has paid a total of \$200 for Right of Way Permits related to this project.

Staff Recommendation:

Staff recommends denial of this extension due to the length of time the obstruction has been in place and due to Federated Insurance owning a nearby parking lot.

Attachments:

1. Dumpster Location
2. Letter Re: Extended Obstruction Permit 8.12.2022



08/12/2022

Re: Roll off Construction Dumpster

To whom it may concern,

We are in the process of remodeling our JAB Building on the corner of East Broadway and Elm. We currently have a roll off dumpster on the street near the corner on East Broadway. We are asking permission to keep that dumpster in that spot for the duration of the project (anticipating to be complete in May 2023). It is the safest and most direct route out of our building. We understand that we will be responsible for maintaining the area around the unit during the winter season and are fully willing and capable of doing so.

Thank you for your consideration.

Sincerely,

Jamie Vogt

Facilities Manager

Federated Mutual insurance.



Administration Department

DATE: August 16, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Park/Event Permit - Film Mini Series - Winter State Entertainment - August 24 - September 7, 2022

Purpose:

Council consideration of the application received for use of city-owned woods in Cashman Park and Manthey Park.

Background:

Winter State Entertainment plans to shoot a mini-series in the wooded areas of Cashman Park and Manthey Park. The filming would occur in 4-day increments between August 24 and September 7th, and would film three days and then one day off. If the weather is bad, they will adjust their film dates or extend options for participants through September 9th, so we should consider these as alternate dates requested, September 8th and 9th.

They would be walking and filming in these remote wooded areas and would not obstruct trail use.

Budget Impact:

None, they are not requesting exclusive use of the property just wanted to advise/request use of city park property.

Staff Recommendation:

Council to discuss request with applicant during the Council Meeting. Next Park Board Meeting is planned for Monday, September 10, 2022.

Attachments:

1. Permit Application - Shoot Mini Series

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Thursday, August 11, 2022 11:43 AM

To: Park & Rec Department <prdept@ci.owatonna.mn.us>; Mary Jo Knudson

<Mary.Knudson@ci.owatonna.mn.us>; Tricia J. Fisher <Tricia.Fisher@ci.owatonna.mn.us>

Subject: Online Form Submittal: Park Permit Application

Park Permit Application

Park Permit Application

540 West Hills Circle, Owatonna, MN 55060 507-444-4321

Event Details:

Date of Event: August 24-Sept 7

Location: Manthey Park/Trail off of 26th st.

Type of Event: Film shoot

Event Name: Winter State Film Shoot.

Event Description: We are filming a mini series from Aug. 24-Sept 7.

Estimated Attendance: 15-20 people

Set Up Date & Time: *Field not completed.*

Actual Event Date & Time: 8/24/2022 9:00 AM - 9/7/2022 8:00 PM

Clean Up Date & Time: *Field not completed.*

(Section Break)

Sponsoring Organization Contact Information

Sponsoring Organization: Winter State Entertainment

Address: 2045 Willow Ridge Place NE

City: Owatonna

State: MN

Zip Code: 55060

Primary Contact Name: Camille Torabpour

Phone Number:	507-676-2531
Cell Phone Number:	Field not completed.
Email Address:	camille@winterstateentertainment.com
Contact During Event:	Camille Torabpour
Cell Phone Number:	507-676-6961
Alternate Contact During Event:	Nick Hagen
Cell Phone Number:	507-676-6134
(Section Break)	
Event Features:	
Will signs or banners be put up?	No
Will there be any inflatables?	No
Will there be entertainment?	No
Will sound amplification be used?	No
Will stage or tent be set up?	No
Will there be temporary fencing?	No
Will the event need barricades?	No
Will extra picnic tables be needed?	No
Will portable restrooms be brought in?	No
Will extra trash receptacles be needed?	No

Will Central Park Stage be used? No

Provide any documents (flyers, event details) pertaining to event/activity: *Field not completed.*

Please provide any other pertinent information: *Field not completed.*

(Section Break)

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 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 request constitutes a contract between myself and the City of Owatonna and is a release of Liability.

Type Name for Electronic Signature: Hamid Torabpour

Date: 8/11/2022

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

26th St NW, Owatonna, MN 55060

Shoot film in the woods south of 26th Street and in SE portion of Manthey Park.

