



CITY COUNCIL MEETING
Tuesday, June 3, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members McCann, Svenby, Voss,
Dotson, Burbank, Boeke, and Raney

PLEASE NOTE: At 5:00 p.m. Council will meet in a Study Session in the Chambers of the Charles S. Crandall Center at City Hall at 540 West Hills Circle. Discussion with an initial review of the 2026 Preliminary Budget, a proposed ordinance on Park Permits for Designated Areas and Roger Warehime, OPU General Manager, will provide an update of OPU activities and the OPU amended Irrigation Restriction Policy. If time permits, there will also be updates about various boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Mayor Jessop
 - 1.2.1. Letter of Resignation - Park Board Member Eileen Wohlenhaus
 - 1.2.2. Proclamation - Juneteenth
- 1.3. Amended OPU Irrigation Restriction Policy - Roger Warehime, OPU General Manager

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – May 20, 2025
- 2.2. Minutes - City Council Meeting - May 23, 2025
- 2.3. Board/Commission Minutes
 - 2.3.1. OPU Commission Meeting - March 25, 2025
 - 2.3.2. OPU Commission Meeting - April 22, 2025
 - 2.3.3. Planning Commission Minutes - May 13, 2025
 - 2.3.4. Airport Commission Minutes - May 15, 2025
 - 2.3.5. EDA Minutes - May 21, 2025
 - 2.3.6. Planning Commission Minutes - May 27, 2025
- 2.4. Department Reports:
 - 2.4.1. Weed/Nuisance Inspection Report - May 28, 2025
- 2.5. Licenses/Permits
 - 2.5.1. Event Permit - Farmer's Markets on Third Thursdays - June-October, 2025
 - 2.5.2. Event Permit - Downtown Thursday Model T-Style - July 24, 2025
 - 2.5.3. Event Permit - Orphanage Museum Fall Celebration - September 13, 2025
 - 2.5.4. Exempt Permit - Steele County Purple Ribbon Club - August 17, 2025
 - 2.5.5. Ice Cream Vendor Permit - Sunny's Ice Cream, Austin MN

2.6. Miscellaneous

2.6.1. Change Order No 1 - 18th Street Trail Extension - MnDOT

2.6.2. T-Hangar Lease Agreement - William Lieske, Lonsdale MN

2.6.3. Athletic Trainer(s) Strength Coach Service Agreement - Olmsted Medical Center

2.6.4. Customized Training Income Contract - Riverland Community College

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 30-25: Safe Streets For All Funding

3.3. Miscellaneous

3.3.1. Proposal Construction Testing Services - 18th Street Trail - American Engineering Testing

3.3.2. Professional Service Agreement – Annual Tax Increment District Reporting - Ehlers

3.3.3. Professional Service Agreement - Investment Advisory - Ehlers

3.3.4. Cooperative Agreement CR 180 (School Street) at CPKC Railroad Crossing Improvements - Steele County

4. **STAFF REPORT - Emily Burns, Finance Director**

4.1. Finance Report - 1st Quarter 2025

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

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**



CITY OF
OWATONNA

Mayor Jessop



Mayor's Proclamation

WHEREAS on January 1, 1863, President Abraham Lincoln's Emancipation Proclamation became effective to recognize and secure in law the unquestionable right to freedom of every enslaved person behind Confederate lines; and

WHEREAS over two and one half years later, Union Army General Gordon Granger arrived in Galveston, Texas and read Order Number Three on June 19, 1865, informing the enslaved residents of that State of their freedom; and

WHEREAS from that day forward, June 19th has been a day of celebration, prayer, and reflection focused on the history, hardships, and achievement of Black people throughout the United States of America; and

WHEREAS the work of securing liberty and justice for all continues as communities across the Nation confront, challenge and seek justice for all people.

NOW THEREFORE I, Matt Jessop, Mayor of the Great City of Owatonna, proclaim that the 19th day of June is

JUNETEENTH

and I urge all residents to take cognizance of this occasion by learning more about its origins, reflecting on how they can promote equity and honoring the resiliency, achievements, and legacy of our Black community. The Alliance for Greater Equity will host a **Juneteenth Celebration on Saturday, June 21st** at the Steele County Beer Garden from 1:00 p.m. to 4:00 p.m. and encourage everyone to attend to celebrate this day and historical event.

Dated: _____

Matthew T. Jessop, Mayor



CUSTOMER UPDATE

Water Stewardship is Community Stewardship

**An interview with
greenhouse expert and
Owatonna resident,
Marco de Bruin**



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OPU MEMO



Roger Warehime,
General Manager

OPU Commission

Kent Rossi
Randy Doyal
Jay Johnson
Doug Zirngible
Greg Vetter

In Owatonna, we're lucky to have great water—plentiful, clean, and close at hand. That's not something every community can say. Even just a few counties away, others are already dealing with tougher conditions. That's part of why we're shining a light on water conservation this month: not because we're in crisis, but because we'd rather not get there.

At OPU, this isn't a brand-new topic. We've been encouraging smart water use for a long time, and we're seeing real progress. Our average water use per person has gone down over the years (25-30% less than it was 20 years ago). Because of that, we've been able to hold off on big infrastructure projects that, according to plans from 20 years ago, we should have needed by now.

That said, there's still a lot of opportunity—especially when it comes to irrigation. It makes up about 20% of our total water use, and since it's concentrated into just 4 or 5 months, our summer pumping rate jumps by 50 to 75% compared to the rest of the year. That peak demand is what drives the need to size and build our system for the heaviest loads. So if we can use less during those hot months, we lessen the load on our system and avoid costly upgrades.

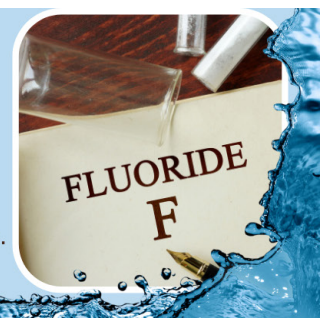
We've also noticed a shift: the irrigation season is getting longer. What used to be mostly June through August now often starts in May and runs into October. Warmer, longer summers can be great in many ways—but they also mean more watering and more strain on our system.

In this newsletter, you'll find the details of our updated irrigation policy. The goal isn't to limit what you can do with your yard—it's to help you do it more efficiently. For example, watering in the heat of the day wastes water because a lot of it evaporates, and plants aren't able to take it in very well. Early morning watering helps water soak in deeper and encourages stronger root systems that make for healthier lawns.

Our aquifers are still in good shape, and that's something we don't want to take for granted. Water conservation isn't just for emergencies—it's how we make sure our system stays reliable for years to come. This is about taking care of what we have, together. And in Owatonna, we've always had a knack for doing the right thing before we have to. Let's keep that going.

Owatonna Public Utilities follows Minnesota's state-mandated fluoridation requirements for public water systems. The Minnesota Department of Health requires fluoride levels to be maintained between 0.5 and 0.9 milligrams per liter (mg/L), with a target of 0.7 mg/L. OPU currently injects fluoride to maintain levels between 0.5 and 0.7 mg/L, using a setpoint of 0.6 mg/L. Our source water naturally contains approximately 0.3 mg/L of fluoride.

We will continue to follow state guidance and make any adjustments if the requirements change.



Keeping the Community Beautiful

As the weather gets warmer and everyone spends more time outdoors, remember that there are ordinances related to exterior property maintenance that need to be followed. Here are a few items to keep in mind:

- Mow the lawn regularly – try to keep it under the 8-inch height restriction for lots that have been built upon. Undeveloped lots need to be kept below 18-inches.
- Weed and spray regularly to control weeds and keep them from spreading to other properties. The Minnesota Department of Agriculture keeps a list of noxious weeds that are prohibited. More information is available on their website: mda.state.mn.us.
- Keep household trash in a container designed for such use, ensuring that it doesn't leak and that it is always covered. Have regular pickup service scheduled and only put containers by the street on designated pickup days. Containers should be stored in the side or rear yard, or in the garage.
- Personal property should be stored within a building or fully screened so that it is not visible from adjoining properties and public streets. Wood for a wood burning stove or recreational fires needs to be stacked in a neat pile.
- Don't place unwanted items, such as furniture or appliances, on the right-of-way or in the yard. Disused or discarded items stored outside are considered refuse or junk. Garbage haulers need to be contacted to pick up these items and properly dispose of them.

To report a violation of the weed or nuisance ordinances, visit owatonna.gov and submit a weed or nuisance complaint form. Anonymous submissions are accepted; however, it may delay the processing of the complaint if any other information is needed. It's up to everyone to keep Owatonna beautiful!

More ordinance information is available on the City of Owatonna website.

Annual City Council Strategic Planning

The City Council approved the City of Owatonna's 2025-2027 Strategic Plan at its April 15 meeting. The Strategic Plan reflects the projects and initiatives that will be prioritized over the next few years. These priorities were refined through a series of meetings between City Council and staff that began in February.

"The plan creates a roadmap we will use as we make decisions in analyzing and adopting policies and providing direction to staff on how to best use City resources," said City Council President Kevin Raney. "It will be a helpful guide as we begin shaping our 2026 operating and capital budgets."

There were several key decisions made during the process of developing this plan. This includes replacing the previous vision statement with the City's Purpose Statement 'We Create a Better Tomorrow' and Core Values of Better Together, Community Stewardship and Pride in Our Work. "Our purpose and values were developed with City Council input in 2022 and we have been using them to drive organizational operations," said City Administrator Kris Busse. "Integrating them into the Strategic Plan creates alignment in our planning and sets a clear path for

staff to establish work plans."

Another shift was made after evaluating the previous four Key Focus Areas of Infrastructure, Economic Vitality, Quality of Life and Efficient Effective Government. These have been replaced with five higher-level, overarching strategic priorities with specific outcomes, strategies and goals:

- Our Public Amenities
- Economic Prosperity
- Financial Security
- A Premier Employer
- Our Neighbors

Action items are being developed for each of these five priorities to ensure the goals in the Strategic Plan are met. Progress reports on the Strategic Plan will be provided to the City Council in July and December. An annual review will be done in early 2026 to make updates as needed. A summary of the City's Strategic Plan document can be viewed online at owatonna.gov.

MAYOR

Matt Jessop

COUNCIL MEMBERS

Dan Boeke

David Burbank

Nathan Dotson

Don McCann

Kevin Raney

Brent Svenby

Doug Voss



Water Stewardship is Community Stewardship

An interview with greenhouse
expert and Owatonna
resident, Marco de Bruin



Growing Smarter: Water Wisdom from a Greenhouse Expert

Water. It's essential for life, yet often taken for granted—especially in places like Owatonna where it's abundant and clean. But what if using water more wisely could not only conserve this precious resource but also produce healthier lawns, stronger plants, and reduce costs for the entire community?

That's where Marco de Bruin comes in. A third-generation greenhouse operator originally from the Netherlands, Marco has spent decades designing high-efficiency growing systems for industry leaders like Bushel Boy and Revol Greens. Now based in Owatonna, Marco's career has spanned continents—but his advice hits close to home.

Engineering Efficiency at Revol Greens

When Revol Greens was founded in Owatonna, Marco and his partners set out to tackle one of agriculture's biggest challenges: water use. While traditional outdoor lettuce farming in California may consume four acre-feet of water for a single crop, Revol's greenhouse system produces 17 to 20 harvests annually using only about two acre-feet in total.

Their secret? Closed-loop water systems that recapture rainwater, condensation, and even water condensed from the flue gas of their natural gas heating system, treat it with ultraviolet light and ozone, and reuse it over and over again. The result: less than 3% of the water used in the facility ever exits the site, mostly through evaporation and in the harvested produce itself. That level of efficiency even helped Revol receive regulatory approval to bypass a traditional stormwater runoff plan—because they simply didn't produce any.

Cleaner Inputs, Better Outcomes

Owatonna's naturally clean water plays a big part. Low levels of sodium and bicarbonates make it ideal for closed-loop irrigation. "Clean water is like liquid gold," Marco explains. "It's the foundation for systems that don't waste, don't pollute, and don't need to be flushed or reset." Even Revol's leftover growing medium is composted and

repurposed by local businesses, like Nagel's sod farm.

Backyard Lessons from the Greenhouse

So what does all this mean for the average homeowner? A lot, actually. According to Marco, the best thing residents can do for their lawns is to mimic some of the greenhouse principles: water less frequently but for longer durations. This encourages deeper root growth, which builds resilience and requires less water over time.

He also emphasizes timing: "If it's good weather to dry your laundry, it's terrible weather to be irrigating." The best time to water is just before sunrise, when evaporation rates are low and the soil can absorb moisture more efficiently. Newer smart sprinkler systems can even automate this by syncing to local sunrise times.

Less frequent watering has added benefits: it improves the balance of oxygen and moisture in the soil, which supports the growth of fine root hairs—essential for nutrient uptake. Overwatering, by contrast, can suffocate roots and lead to over-fertilization, which contributes to runoff pollution.

Water Stewardship is Community Stewardship

Even in a place like Owatonna, where water isn't scarce, using it wisely matters. "Every gallon used has to be treated, moved, and managed," Marco explains. "The more we consume, the more infrastructure we need. It drives up costs for everyone."

That's why Marco supports OPU's new irrigation policy, which staggers watering days based on address and aims to flatten demand across the week. He even suggests creating incentives for watering on weekends, when system loads tend to be lower.

Whether designing high-tech greenhouses or encouraging smarter lawn care, Marco de Bruin brings a systems-level perspective rooted in sustainability and common sense. His message is simple: by being more thoughtful with our water use, we don't just help the environment—we help ourselves and our community.

ADDRESS-BASED WATERING RULES

Odd

**IF YOUR ADDRESS
ENDS IN 1, 3, 5, 7 OR 9**

Only water on Tuesday,
Thursday, and Saturday

Even

**IF YOUR ADDRESS
ENDS IN 0, 2, 4, 6 OR 8**

Only water on Wednesday,
Friday, and Sunday

OTHER

- Commercial properties water on Tuesday, Thursday & Saturday regardless of their address.
- HOAs and apartment complexes water on Wednesday, Friday & Sunday regardless of their address.
- Hand watering is permitted.
- Avoid watering between the hours of 9a and 6p.
- Do **NOT** water on Mondays.
- Install weather-based irrigation controllers
- Drought conditions as determined by the MN DNR have different actions

Exceptions: Newly seeded or sodded lawns & newly planted landscaping

Visit our website for complete details



Smart

WATERING TIPS

DID YOU KNOW

- Lawns only need 1" of water per WEEK.

Setting your sprinklers to run for 30-35 minutes twice a week promotes deep root growth and creates drought tolerant lawns.

- The best watering times are between 4a - 8a

Water is allowed to penetrate the soil and soak in before it can evaporate from the sun and heat.

- Concrete won't grow

Set your sprinklers so they are not watering the sidewalk or driveway.

FOR YOUR OUTDOOR PLANTS & YARD:

The following tips can help you conserve water this summer while maintaining a healthy lawn and garden.

- Install a rain sensor on your irrigation system, or use a simple rain gauge when watering.
- Do NOT water if the grass springs back.
- Collect rain water using a rain barrel to water your potted plants. OPU offers a \$10 rebate for rain barrels.
- Plant drought resistant and/or native plants. Native plants require less water.
- Mulch around plants and trees to reduce evaporation and weeds. Be sure to keep the mulch back from the tree flare 2-4" to prevent subtle, long-term ill-effects.
- Keep mower decks raised to 3-4" to shade the ground and reduce moisture evaporation.
- Keep mower blades sharp. A yard mowed with sharp blades will use 40-60% less water.



Cycle & Soak

Saves Water Outdoors



Are you aware...

Overwatering is more common than many realize and can cause weed growth, plant disease, and runoff that carries fertilizers and pesticides into local water bodies. Landscapes with clay soils or steep slopes may benefit from dividing irrigation runtimes into smaller intervals with short breaks to allow water more time to soak in. This practice is referred to as cycle-and-soak.

When Cycle-and-Soak Makes Sense

In clay soils, water soaks in at a slower rate resulting in puddles, pools and runoff. Sloping landscapes tend to have water runoff before it can be absorbed. In either case, breaking up irrigation runtimes into shorter intervals allows the water to soak in and plants receive the amount of water they need without water going to waste.

Getting Started with Cycle-and-Soak

Split runtimes for each irrigation zone and water in short intervals based on the amount of water the landscape needs. For each zone, record the total runtime needed and the amount of time it takes for water to start pooling. This is the maximum time to water in one cycle. If it is equal to or greater than your daily scheduled time, cycle-and-soak is not necessary. Repeat for each zone.

WaterSense & Cycle-and-Soak



The WaterSense label helps identify water-efficient irrigation controllers that automatically adjust the irrigation schedule based on soil moisture levels, local weather and/or landscape conditions. In some landscapes, additional adjustments to your irrigation schedule can result in more water savings and a healthier landscape.

Where can I find more information?

For more information regarding Cycle-and-Soak, WaterSense and/or help determining the amount of water plants need each week, visit the EPA's website at:
<https://www.epa.gov/watersense/outdoors>

Tower 7 is Getting a Facelift

If you live on the south end of town, particularly near the Fair Grounds, you may have noticed some work being done on the water tower.

In May, Tower #7, or the fairgrounds tower, will be undergoing scheduled preventative maintenance. To prepare for this maintenance, a temporary cellular tower was installed so the antenna equipment normally housed on top the tower, could be relocated to avoid any interruption to cell service.

The next step in the maintenance process will be to install a containment curtain. Then, over the course of several months, the tower will be sandblasted to bare metal, both inside and out, given a coat of primer, epoxy and then a finishing coat with a new paint scheme. Other maintenance items will include modifications to the overflow pipe, the fill pipe, the ladder system, sump pumps, and interior lights and insulation.

Now you may ask, what is all that doing in a water tower? Won't it get wet? No, inside the tower is what is called a dry riser that is about 8' in diameter and is insulated.

Maintenance is scheduled to be completed in time for our beloved Steele County Free Fair in August.



Do Your Part to Keep Our Drinking Water Safe

Backflow is a term used when water flows in the opposite direction from its normal flow. This can happen when the supply is somehow interrupted and pressure drops and in fact goes negative, drawing water back from the end user. This water could contain chemicals or be otherwise contaminated and end up contaminating the entire building, block or City water system.

A good rule of thumb is: If you don't want to drink it, don't connect your water system to it.

CONSERVATION TIP\$

Spring arrives and many of us can't wait to get going on tidying up our lawn and gardens. Consider delaying your yard clean-up and allowing your grass to grow longer. Longer grass retains moisture better, reducing water loss through evaporation compared to shorter grass. This can reduce the water your lawn needs throughout the summer and you can spend less time mowing too! Additionally, postponing leaf and garden clean-up for a few more weeks can significantly benefit pollinators. Many pollinators, such as bees and butterflies, rely on the shelter and food sources provided by fallen leaves and garden debris. By waiting, you give these essential creatures a chance to thrive, supporting a healthier ecosystem in your garden.



GENERAL INFO

MMUA

Minnesota Municipal Utilities Association

APPLY
NOW!

UTILITY WORKFORCE SCHOLARSHIP

MMUA's Utility Workforce Scholarship supports individuals interested in pursuing careers in the utility sector. The application deadline is May 15, 2025.

Customer Owned BURIED GAS PIPING NOTIFICATION

In compliance with the Department of Transportation, Pipeline Safety Regulations, Part 192.16,

Owatonna Public Utilities is notifying customers about their responsibility for customer-owned gas piping. Owatonna Public Utilities DOES NOT own or maintain gas piping downstream (house side) of the natural gas meter. Gas piping after the gas meter is customer-owned. Maintenance and inspection of customer-owned piping is the customers' responsibility.

To ensure safe and reliable operation, customer-owned buried gas piping should be:

- › Periodically inspected for leaks
- › Periodically inspected for corrosion if the piping is metallic
- › Repaired if any unsafe condition is discovered, or flow of gas should be shut off
- › Located and marked in advance when excavation is performed or is about to be performed near the buried gas piping
- › Carefully excavated by hand when work is performed near the piping

Piping coming into the home is the customer's responsibility.



There's New Watering Rules?

A question we're already getting, and expect to receive a lot more of, is if it's true there's new rules for watering your lawn and gardens in Owatonna? There are indeed.

The first follow-up question might be: Why? Well, it's all about water conservation. Between climate change and slowly increasing demand over the years, we're starting to see more and longer droughts and water shortages, and it's starting to make a bigger impact. We certainly have abundant water supplies in Minnesota, but it's gotten to the point where it gets very stressed. It's at the point where we all just need to try to just be a little mindful of water conservation.

The new policy states that if your address ends in an odd number, you can water your lawns and gardens on Tuesdays, Thursdays, and Saturdays. Addresses that end in an even number can irrigate on Wednesdays, Fridays, and Sunday. No irrigation is allowed on Mondays – it's a vacation day for the water system. There are exceptions for newly seeded, sodded, or newly planted landscaping. Just filling up the ol' watering can to water the flowers is fine – you can do that anytime. But if you do water the lawn, you should think about getting or setup a timer for your irrigation (whether it's a full on irrigation system or a simple sprinkler on a hose) and have it run between 6pm to 8am. Yup – run it at night. The sweet spot is between 4am and 8am. It's inefficient to irrigate during the day. It can be really bad on a hot sunny day, because the sun is going to evaporate a healthy amount of the water you spray on the lawn. Like me, your grass and gardens will do it's drinkin' at night. But don't feel like you need to have it water lon-

ger just because of these restrictions – too much water at night can lead to fungus. Typically, they say less than 1 inch of water over a week of watering is ideal. One method for measuring just how much that would be the 'Tuna Can Method' – put an empty can of tuna on your lawn, let it sit there for a week's worth of three-day watering (using your best guess for how much time, at first) and then kind of adjust the amount of time you water from there to get to that 1 inch. I mean, I guess you could use a rain gauge, but that's not nearly as fun as the Tuna Can Method. Also, make sure your tuna can is clean or you'll get kitties.

If we do have a drought, there are a couple of drought restriction levels that might go into effect. Also the guidance for commercial customers and apartment complexes are a bit different, so be sure to check our webpage at owatonnautilities.com for details.



2024 Consumer Confidence Report Now Available

City of Owatonna, PWSID 1740007

The 2024 Consumer Confidence Report (CCR) regarding our community water supply system is available for your review on-line at the following address: www.owatonnautilities.com/consumer-confidence/

Please take a few minutes, read the CCR, and be aware of the quality of your drinking water!

Current MCL violations: **NONE**

State and Federal Safe Drinking Water Regulations require all Community Public Water Systems to distribute an Annual Water Quality Report, officially known as the Consumer Confidence Report, by June 30th of each year. This report is available at the above link, however, if you would prefer a paper copy of the report, please feel free to call 507-451-2480.



BUSINESS BITES

High-efficiency toilets bearing the WaterSense label use 1.28 gallons per flush (gpf) or less. This is 20% less water than the current federal standard of 1.6 gpf. Compare that to a 20-year-old toilet which uses 3.5 to 5 gpf. Even older models can use a whopping 7 gallons of water per flush!

Doing any remodeling or need to replace a tired old toilet at your business? OPU offers a \$25 rebate for each WaterSense-labeled toilet you install. The same rebate is available for your home commode too!



Saving Water is Everyone's Business

High Efficiency Toilets

Residential Customers

\$25 rebate per toilet.

Must have a
WATERSENSE^(R) label

**REBATES
AVAILABLE FOR
BOTH RESIDENTIAL
AND COMMERCIAL
CUSTOMERS!**

Commercial Customers

\$50 rebate per
Flushometer-valve toilet.

Must have a
WATERSENSE^(R) label.

Whether you're flushing at home or in a busy workplace, upgrading to high-efficiency toilets is a simple change that makes a big impact. New residential models use just 1.28 gallons per flush—less than half of what many older toilets consume—saving up to 13,000 gallons of water per year. For businesses, flushometer-valve toilets are built for high traffic and can save hundreds of thousands of gallons annually when upgraded. These efficient systems reduce water and sewer costs, improve performance, and help everyone do their part in conserving our most valuable resource.

**CONSERVE
& \$AVE™**

P.O. Box 800 208 S. Walnut Ave.
Owatonna, MN 55060

Office: 451-2480 Service: 451-1616



**OWATONNA
POWER PLANT**

VOLUNTEERS NEEDED!

TO BECOME A COMMUNITY UTILITY PARTNER

We are looking for volunteers to serve on our newly created Community Utility Partners group to offer opinions and advice on various products, services, and programs.

If you want to have a voice in helping OPU make decisions, and want to make a meaningful difference in our community, we want to hear from you!



If you are interested visit the website below, or scan the QR code, for more information

www.owatonnautilities.com/about-us/community-utility-partner/

OFFICE HOURS:

Monday-Wednesday:

8:00 a.m. - 5:00 p.m.

Thursday:

8:00 a.m. - 6:00 p.m.

Friday:

8:00 a.m. - 4:00 p.m.

Saturday & Sunday:

Closed

Payment Options

- Online at www.owatonnautilities.com
- Phone at (507) 451-2480 Option 2 or 1-888-228-2398 (Available 24/7)
- Automatic Withdrawal; bank account or credit card
- Drive-up drop box located in our parking lot
- Drop box locations at CashWise and HyVee Food Store
- Mail to P.O. Box 800, Owatonna, MN 55060

Moving?

Remember to contact the Customer Service Department **ONE WEEK** prior to moving, 451-2480.



WATER CONSERVATION AND EMERGENCY RESTRICTIONS PROGRAM

POLICY STATEMENT

Water is a vital resource, essential for the health, safety, and well-being of our community. The Owatonna Public Utilities (OPU) Water Conservation and Irrigations Restrictions Program aims to:

- Conserve water as a natural resource for the public interest.
- Ensure the water system can meet user demands while maintaining adequate pressure and supply for firefighting.
- Comply with DNR well permits and reduce water production costs.

This program emphasizes shared responsibility, encouraging all community members to act as stewards of our natural resources. Together, we can ensure the sustainability of our water system for future generations.

DEFINITIONS

- Water Conservation Restriction: Activated during potential water shortages to encourage reduced usage.
- Water Emergency Ban: Declared during extraordinary circumstances that limit water production or distribution.
- Newly Seeded or Sodded Lawns: Defined as lawns within 60 days of initial planting.
- Designated Irrigation Day: A designated day permits watering from 6 PM on that day until 9 AM the following morning.
- Irrigation: The application of water to lawns, gardens, or landscapes using an automated or manual sprinkler system, drip irrigation, or any system designed to distribute water over an area.
- Hand-Watering: The direct application of water to plants using a handheld hose or watering can. Hand-watering is not considered irrigation and is not subject to irrigation restrictions.

POLICY

Irrigation Restriction Levels

Residents receiving water service from OPU are subject to normal irrigation restrictions year-round.

- Avoid irrigation between 9 AM and 6 PM.
- Minimize excess watering and ensure irrigation is directed to vegetation areas.
- Exceptions: Newly seeded or sodded lawns and newly planted landscaping.
- Irrigation restrictions require an Address-Based Watering Schedule: Addresses ending in odd numbers may water on Tuesdays, Thursdays, and Saturdays. Addresses ending in even numbers may water on Wednesdays, Fridays, and Sundays. No irrigation is allowed on Mondays.

208 S. Walnut Avenue, P.O. Box 800, Owatonna, MN 55060

(507) 451-2480

owatonnautilities.com

Water Conservation and Emergency Restrictions Program – Policy #602.30

- Commercial Customers are permitted to irrigate lawns on Tuesdays, Thursdays, and Saturdays, irrespective of their address.
- Homeowner associations and apartment complexes with common irrigation systems are permitted to irrigate lawns on Wednesdays, Fridays, and Sundays, irrespective of their address.

During a Level 1 Mandatory Water Conservation Restriction, as declared by the OPU General Manager:

- Irrigation between 9 AM and 6 PM is prohibited.
- Newly seeded or sodded lawns and newly planted landscaping remain exempt.
- The Address-Based Water Schedule and designated days for Commercial Customers and Homeowner Associations remain in effect.

A Level 2 Mandatory Water Conservation Restriction is identical to a Level 1 restriction except that public communications will be more frequent and convey a higher sense of urgency.

During a Mandatory Water Emergency Ban, as declared by the OPU General Manager:

- No outdoor watering beyond hand-watering is allowed, with exemptions for newly seeded or sodded lawns and newly planted landscaping.
- Additional restrictions may apply to major industrial and commercial users.

State Triggers for Restriction Levels

A restriction level or emergency ban may be called due to local issues with the distribution system or in response to the Minnesota DNR Drought Phase Triggers:

Minnesota DNR Drought Phase/Trigger	OPU Response Level
No active drought warning	Normal Irrigation Restrictions
Drought Warning Phase – Goal of reducing water use to 50% above January Levels	Level 1 Mandatory Water Conservation Restriction
Restrictive Phase – Goal of reducing water use to 25% above January levels	Level 2 Mandatory Water Conservation Restriction
Emergency Phase – Goal of reducing water use to January levels	Mandatory Water Emergency Ban

Encouragement and Incentives

- Customers are encouraged to:
 - Install water-efficient systems, such as EPA WaterSense-certified sprinklers.
 - Install and maintain technology that inhibits or interrupts operation of the irrigation system during periods of sufficient moisture in compliance with MN Statute 103G.298.
 - Adopt water-saving practices, like rainwater collection and early-morning irrigation.
- OPU may offer rebates for water-efficient equipment or practices.
- Compliant customers may be recognized through community programs or other incentives.

Education and Community Engagement

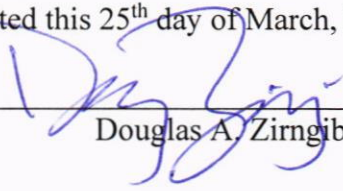
- OPU will provide regular updates and resources to promote water conservation.
- Educational materials on water-efficient practices will be distributed through community channels.

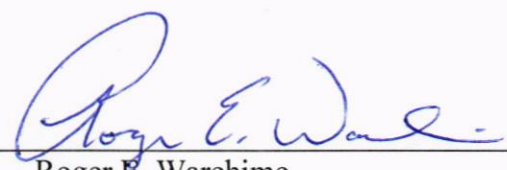
COVERAGE AND EXCEPTIONS

This policy applies to all OPU customers. Sports fields, golf courses, and agricultural operations are exempt but are encouraged to adopt water-efficient practices. Exceptions may be granted at OPU's discretion.

EFFECTIVE DATE - April 1, 2025

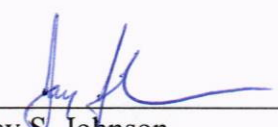
Adopted this 25th day of March, 2025 by the Owatonna Public Utilities Commission,


_____, President.
Douglas A. Zirngible



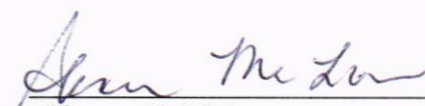
Roger E. Warehime
General Manager

Kent D. Rossi
Vice President



Jay S. Johnson
Commissioner

Gregory J. Vetter
Commissioner



Sharon E. McLane
Commissioner



CITY OF
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Council Minutes

Owatonna City Council Minutes
May 20, 2025 – DRAFT COPY

On Tuesday, May 20, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Boeke, McCann, Dotson, Svenby, Voss, Burbank and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Finance Director Burns; Human Resource Director Thamert; Communications Manager Sheely; Assistant City Administrator Tuma; IT Technology Specialist Enz; Detective Hunt; City Administrator Busse, and Administrative Coordinator Clawson.

Following the roll call, City Administrator commented additional review of Change Order #5 for the North Cedar Streetscape Project is needed and requested Item 3.3.3 be removed from the agenda. Council Member Boeke made a motion to approve the agenda with this item removed, Council Member Svenby seconded the motion, all members voted aye in approval.

Proclamation – Detective John Van Alstine Day – May 15, 2025

Mayor Jessop commented the annual Owatonna Police Officer Recognition Banquet was last Thursday where he proclaimed the day as Detective John Van Alstine Day. Detective Van Alstine was recognized as the Police Officer of the Year and honored at the banquet hosted by the Moonlighters Exchange Club.

Recommend Board Member Appointment

Mayor Jessop commented that four applicants were interviewed to fill an open seat on the Owatonna Public Library (OPL) Board and recommended Annie Harman be appointed. Council Member McCann made a motion to approve this recommendation, Council Member Burbank seconded the motion, and all members voted aye in approval. New OPL Member, Annie Harman was present, and Mayor Jessop administered her the Oath of Office. This is a 3-year term to expire on March 31, 2028.

Administrative Coordinator Clawson commented that applications are being accepted to fill an opening on each of the Fire Code of Appeals & Civil Service Board, Housing & Redevelopment Authority, and the Planning Commission. The application form is available on the city's website, Owatonna.gov.

Consent Agenda Items

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

- Minutes – Council Meeting – May 6, 2025
- Minutes - HRA Board Meeting - February 24, 2025
- Minutes - Human Rights Commission Meeting - April 8, 2025
- Minutes – EDA Minutes – April 16, 2025

Minutes - Airport Commission Meeting - April 17, 2025
Minutes - Planning Commission Meeting - April 22, 2025
Minutes - HRA Board Meeting - April 28, 2025
Minutes - Fire Department Civil Service Commission Meeting - April 29, 2025
Minutes - Park Board Meeting - May 5, 2025
Minutes - Human Rights Commission Meeting - May 13, 2025
Fire - Monthly Activity Report and Dashboard - April 2025
Exempt Permit - Raffle - Owatonna Fire Relief Association - June 20, 2025
Exempt Permit - Raffle - Owatonna Soccer Association - June 26, 2025
Exempt Permit - Ducks Unlimited Steele County Chapter 5 - September 18, 2025
Event Permit - Steele County Safety Camp - June 12 & 13, 2025
Event Permit - Movie in Central Park - June 13, 2025
Event Permit - OSCAR - June 28, 2025
Event Permit - Somali Cultural Event / Independence Day - July 6, 2025
Event Permit - Chet Fest - July 19, 2025
Event Permit - Reggie's Parking Lot Dance and Bean Bag Tournament - August 2, 2025
(Includes Exception to City's Noise Ordinance & Extension of Liquor Premises)
Parks and Recreation Fees Manual Updates
Warsinski Chalet Independent Contractor Agreement - Martin Equipment, Inc.

This agreement includes all services required for the sale and rental of ice skating, cross-country skiing, and food concessions at Morehouse Park from December through March, as weather permits. Martin Equipment, Inc. will provide all the operations staff with concessions, equipment rental, grounds and rink supervision. This is a three-year agreement with two additional one-year automatically renewable option years. Included is Morehouse Park operations of the Warsinski Chalet warming house, general outdoor activities and skating areas (ponds, dry-land rink and river). The City will pay Martin Equipment, Inc. up to \$6,000 to provide these services. The specific amount paid will be based on weather and the number of days the skating operation is open each season.

Service Agreement - Owatonna Trails Association

Owatonna Trails Association (OTA) has helped the city build and maintain bike trails in Kalan's Woods. This agreement formalizes the partnership and scope of service provided to the public by OTA since 2014. The City will reimburse OTA \$1,500 annually for operating expenses such as liability insurance. OTA will purchase liability insurance from a third party and list the City as an additional insured.

Stormwater Facility Maintenance Easement Agreement - Aire Apartments

Agreement with Stadheim Properties of Owatonna LLC for their facility located at Aire Apartments Addition. The City requires on-site stormwater management to be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in the agreement.

Hay Ground Land Lease Agreements- 2025-2026 crop years

Bids were received for cutting and bailing hay on seven parcels. Bids were received on only two of the parcels and lease agreement offered:

Parcel #1: 39 acres, Owatonna Airport South Parcels

\$1,600/yr – Eric Finholdt

Parcel #2: 25.5 acres, Owatonna Airport North Parcels

\$1,152/yr – David Hanson

Parcel #3: 8 acres south of St. Paul Rd. and 26th Street (pond area)

Parcel #4: 1.5 acres north of 30th Street SW and Frontage Rd W.

Parcel #5: 6 acres south of Park Drive NW and 24th Ave NW (pond area)

Parcel #6: 7.5 acres east of 39th Ave. NW and Co Rd. 7 & railroad (pond area)

Parcel #7: 5 acres, 26th Street/Kenyon Rd. and Majestic Ln. NE (pond area
the airport and at smaller locations of City owned property.

WW Goetsch Pump Maintenance Agreement

Lift Stations require annual inspections and maintenance to ensure they are operating properly. Services provided are outlined in the agreement, any additional services and costs must be pre-approved. The annual service agreement fee is \$5,250.

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

Finance Report

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

\$ 23,800.00 Kibble Equipment- replacement check - compact utility tractor u #25420 - Park

835,862.71 Legence Subsidiary Holdings LLC

- Final payment including retainage - Merrill Hall - \$469,470.31
- Professional service fee - Public Safety Center - February - \$114,291.00
- Professional service fee - Public Safety Center - March - \$238,312.00
- CIP backup generator replacement - City Hall - \$9,325.00
- Facility needs consulting - Community Center - \$4,464.40

108,688.03 Nero Engineering - WWTF upgrade & expansion project - April 2025

1,100,946.52 Rice Lake Construction Group - WWTP Expansion - pay est #35

117,419.52 Steele County Treasurer -property taxes - 2025

25,000.00 TPR Enterprises LLC

- WWTP asset development consulting agreement - March - \$12,500.00
- WWTP asset development consulting agreement - April - \$12,500.00

222,385.55 Other Expenditures

2,434,102.33 Total Expenditures Presented for Approval

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

Resolution 26-25 - Final Plat of Renneberg Hardwoods Addition

Community Development Director Klecker requested approval of Resolution 26-25 to adopt the Final Plat of Renneberg Hardwoods Addition. Renneberg Companies, purchased property last year at 1430 State Avenue with the intention of beginning construction this year. The property, 3.6+ acres is currently three vacant parcels in two different plats and must be platted as one commercial lot prior to a Building Permit being issued.

The Planning Commission held a public hearing on this request and recommends it for approval with these conditions:

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

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

Resolution 27-25 - Preliminary & Final Plat - KEG Addition

Community Development Director Klecker presented Resolution 27-25 to approve the Plat of the KEG Addition. Eric Martin, on behalf of KEG Investments, LLC, owns the property at 2025 Edgewood Drive and an additional lot to the west. Their request is to relocate the joint property line of the two lots to allow for a larger lot to build on in the future. The property is previously unplatted and City Code requires the properties be platted to relocate the property line.

The house is an existing structure to plat and the additional lot will be an outlot. By Statute, an outlot is unbuildable and require replatting into a lot prior to any construction and would be subject to any ordinances in place at that time.

The Planning Commission held a public hearing on this request and recommends it for approval with these conditions:

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

- 5) A private utility easement shall be provided with the recording in favor of Lot 1 regarding the telephone and electric utilities crossing Outlot A.

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

Resolution 28-25 - Preliminary Plat - Mineral Springs Estates

Community Development Director Klecker requested approval of Resolution 28-25 to approve the Preliminary Plat of Mineral Springs Estates. A request from Stephen Wheeler, Prairie LaSalle Partners, and Chad Lange, Festal Farms for a 36 lot and 12 outlot residential development of 82.72 acres east of River Springs Waterpark. The property is being replatted into a master planned neighborhood with a multitude of housing types. The first addition is a little larger than what was approved in 2023 by extending this construction phase to the east boundary, all construction traffic will be using Outlot E for the grading and infrastructure construction. A 20' temporary access road will be constructed to accommodate this traffic. Outlots E, G, & H make up what will be called Stoneridge Lane NE. The City views this street as a local collector as well as a key utility corridor.

The Sanitary Sewer Study shows a 24" trunk sanitary sewer main is proposed in this right of way. This trunk main is needed to service the land to the east. This main needs to be constructed through this development and will be a requirement of future phases within the development agreement.

The City adopted the PUD for the Mineral Springs Estates development in 2023 with an amendment approved in the fall of 2023. The proposed plat conforms to the adopted PUD. As part of the PUD and this development the developer is proposing public sidewalks on both sides of all streets within this phase. The sidewalks will not extend to the south on 7th Avenue and Hemlock Ave as there are none existing within that development. All streets have been narrowed down to 36' wide streets face to face of the curb. These are 4' narrower than the sections of 7th and Hemlock that they will be tying into.

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

The Planning Commission held a public hearing on this request and recommends it for approval with these conditions:

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - A) The final plat shall be recorded within 60 days of approval of the final plat.
 - B) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - C) The conditions of the PUD shall be adhered to at all times.
 - D) A development agreement will need to be recorded along with the final plat.

- E) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District prior to the final plat approval.
 - F) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
 - G) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota, and to be given to the applicants of said plat.

Council President Raney asked if there would be an access on St Paul Road or 26th Street, Klecker responded this would be on St Paul Road. Council Member Voss made a motion for approval as recommended by the Planning Commission; Council Member McCann seconded the motion; all members voted aye for approval.

Resolution 29-25 - Accepting Bids and Awarding Contract - 2025 Taxilane and Parking Lot Reconstruction

Community Development Director Klecker requested approval of Resolution 29-25 to accept bids and award a contract for the airport's 2025 Taxilane and Parking Lot Reconstruction Project.

The project will reconstruct a section of taxilane located in the airport hangar building area that is in very poor condition with distress to the point that reconstruction is needed. The project also involves the reconstruction of the main automobile parking lot and access road. This pavement has undergone a number of pavement maintenance crack sealing and sealcoats but has deteriorated to the point that the airport engineering firm now recommends reconstruction. The engineer (Short, Elliot, and Hendrickson – SEH) recommends acceptance of the seven bids received April 25, 2025 and awarded project to the lowest responsible bidder, Ulland Brothers, LLC in the amount of \$476,162.51.

Council Member Dotson made a motion for approval; Council Member McCann seconded the motion; all members voted aye for approval.

Professional Services Agreement: Construction Services Taxilane and Parking Lot Reconstruction Project - SEH, Inc.

Community Development Director Klecker requested approval of a Supplemental Letter Agreement with SEH, Inc. for professional engineering services for the construction phase of the airport taxilane and parking lot reconstruction. The agreement provides survey control, construction observation, preparing pay estimates, recording drawings, and overall project management services to include quality assurance testing by subconsultant.

This project consists of the reconstruction of a taxilane pavement section in the hangar building area and the automobile parking lot and access road. Both pavement areas are deteriorated beyond their useful life. The Airport Commission has reviewed the Supplemental Letter of Agreement and recommends approval.

The professional services agreement for the construction phase of the work is for a total lump sum fee of \$74,700.00 as reflected in the attached supplemental letter agreement. These costs are eligible for a combination of FAA and MnDOT Aeronautics grant funding. The project grant eligibility is generally 95% federal with an additional 2.5% state funding. There are certain portions of the work that are not federally eligible but would be state eligible. the local share of the design agreement is anticipated to be \$3,078.00.

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

Garbage Hauler Permit - Trash Titans, LLC, Owatonna, MN

City Administrator Busse requested approval of application received from Nicole Gonzales for a Garbage Haulers and Refuse Permit to do business as Trash Titans LLC.

This is a new company which received a grant from SMIF and is working with the Owatonna Business Center to establish a new refuse hauling business within Owatonna. A Background Verification has been completed and \$175 fee payment received. Council Member Dotson made a motion for approval contingent on receipt of the required Certificate of Insurance; Council Member Burbank seconded the motion; all members voted aye for approval.

WWTF Expansion Change Order #21 - Rice Lake Construction Group

Public Works Director Murphy requested approval of Change Order #21 for the Wastewater Treatment Facility (WWTF) Expansion Project. Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #21 consists of six WCDs:

- 138 - RSS Retaining Wall
- 141 - RWC EQ Pipe and Control Valves
- 143 - MJ Caps for Existing Scum Lines
- 145 - Digester No. 2 Additional Manway Repair
- 146 - Admin Building Door Stoops
- 147 - Digester Manway Gaskets

The total budget impact of Change Order 21 is an increase of \$465,902.72 for a revised total contract cost of \$58,636,922.25, this is a 5.23% increase from original contract.

Eric Meester, President/Process Engineer of Nero Engineering, the city's consultant for the WWTF project was present. He gave a brief project update, confident the October 31, 2025 construction deadline will be met. This Change Order is substantial and should be the last large amount, there are several small credits pending. A majority of the additional costs incurred were to clear subsoils as this area was previously a junk yard.

Council President Raney asked about the connecting line for the City of Medford. Murphy commented that Medford just presented designs for approval, plan to send out for bids later this week, with hopes to award a contract in June for construction to begin in August. Council Member Dotson made a motion for approval; Council Member Burbank seconded the motion; all members voted aye for approval.

Professional Services Agreement – Ehlers

Finance Director Burns introduced Dan Tienter, Municipal Advisor and Todd Hagen, Sr. Municipal Advisor of Ehlers. They gave a brief presentation of their company's financial services, they are a full financial service provider offering:

- Financial Management Planning,
- Economic Development & Redevelopment
- Debt Issuance & Management
- Investment & Treasury Management

Finance Director Burns requested approval of a Professional Service Agreement with Ehlers to create a Financial Management Plan for the City. This was a new initiative outlined in the City's 2025-2027 Strategic Plans. The Financial Management Plan (FMP) will be a strategic tool to guide the City's fiscal decision-making and ensure long-term financial stability by aligning financial resources with the City's priorities, supporting sustainable service delivery, and provide clear budgeting, capital planning, and debt management framework.

The FMP aims to provide a long-term financial roadmap for the City. This plan will also include a staffing analysis scheduled for 2025, acknowledging that personnel costs represent about 70% of the City's budget. By incorporating this analysis into the FMP, we can take a comprehensive approach to evaluating resource allocations, identifying workforce needs and supporting long-term fiscal sustainability. The cost of the Financial Management Plan is not to exceed \$42,000.

Council Member Svenby made a motion for approval; Council Member McCann seconded the motion; all members voted aye for approval.

Accept Quote: Bituminous Material - Crane Creek Asphalt

Public Works Director Murphy requested approval of a quote for bituminous material from Crane Creek Asphalt. The Street Division purchases bituminous material from Crane Creek Asphalt as it is the nearest asphalt plant and works well for efficient purposes. John Martin, Street Maintenance Manager, requested a bulk purchase quote for the 2025 Pavement Season and Crane Creek responded with a quoted price for all purchases this year. There are no minimum or maximum quantities tied to the bulk price quoted, so there are no obligations to purchase.

The State does offer a state contract price for bituminous material which is weighed against the additional costs to haul a further distance from Mankato (nearest State Contract Plant), the City will haul the material from the plants and incur costs. As of today, the state's contract price has not been released. It is estimated the bulk price is approximately \$5 less per ton than purchasing by the load. This will result in significant cost savings on bituminous material for paving and may allow for additional paving work throughout the city. The city would haul the material from the plant site.

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

STAFF REPORT

Human Resource Director Thamert commented that the HR team consists of herself and HR Specialists Angie Jarrett and Rachel Boss. The city employs 144 full-time workers, 20 part-time, 25 paid-on-call and 164 Seasonal/Temporary employees. HR has been busy preparing for summer staffing at the water park and golf course. They have hosted five orientation sessions to welcome the seasonal employees and review the city's policies. Since the beginning of the year, we have welcomed 16 new regular employees. The Culture Team will be hosting quarterly Town Hall Meetings. Last month, 130 employees and their significant other attended the annual Employee Recognition. HR is rolling out a toolbox with new tools and resources for employee's use in conflict resolution approaches. HR Staff also supported the Council through the search process for the next City Administrator. Council President Raney thanked Ms. Thamert and the HR Staff for keeping Council informed during this search process, everything was well organized for Council to come their conclusion; your assistance and expertise was very much appreciated. Council Vice President Voss agreed with Council President Raney's comment.

PUBLIC COMMENTS

Gary Jones, 995 Ridge Road expressed concern about use of compound bows when it is dark outside, hunting should not be allowed after dark. We have made some great progress in the city's Deer Management programs over the last few years. Signs have gotten bigger and are better seen. The signs serve as a warning but cannot be seen in the dark. Hunting should be allowed from sunrise to sunset and not half an hour before sunrise to half an hour after sunset. Mineral Springs is a heavy wooded area and too dark after sunset to allow hunting, the hunters should be able to see what they are shooting at.

MAYOR AND COUNCIL COMMENTS:

Council Member Svenby expressed thanks to the three candidates who interviewed today for the City Administrator position, he enjoyed meeting each of them.

Council Member Voss commented that the city's future looks bright, there were three outstanding candidate interviews today and thank you to all the candidates.

City Administrator Busse commented she would echo these comments and also thanked HR Director Thamert and HR staff members for providing an outstanding interview process.

Council President Raney commented that City Administrator Busse has only five City Council Meetings prior to her retirement in August. He also thanked the three finalist applicants for spending their day in Owatonna.

At 8:05 p.m., Council Member Boeke made a motion to adjourn, Council Member Burbank seconded the motion and with no objection, the meeting ended.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator

Owatonna City Council Minutes

May 23, 2025 – DRAFT COPY

On Friday, May 23, 2025, at 9:00 a.m., Council President Raney called a Special Session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Boeke, McCann, Svenby, Voss, Burbank and Raney; Human Resource Director Thamert; Human Resources Specialist Jarrett; City Administrator Busse, and Administrative Coordinator Clawson. Council Member Dotson and Mayor Jessop were unable to attend.

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

Review Search Process - City Administrator

HR Director Thamert commented following City Administrator Busse's announcement of her plans to retire August 7, 2025, a Search Process for the next City Administrator was approved by City Council during their meeting on April 15th. An Ad-Hoc Search Group active during this hiring process included Council President Raney and Council Vice President Voss, Human Resource Director Thamert and Human Resource Specialists Boss and Jarrett.

The Ad-Hoc Search Group identified five traits they were looking for in the candidates:

- Relationship Builder
- Growth Mindset
- Trusted Leader
- Commitment to Service
- Inspiring Presence

Twenty-three applications from six different states were received from applicants with varied experience. Three candidates were chosen as finalists selected on their education, experience and alignment with the City's core values of Better Together, Community Stewardship and Pride in Our Work. The finalists were:

- Jenna Tuma, Assistant City Administrator, Owatonna, MN
- Craig Clark, City Administrator, Austin, MN.
- Cathleen Reynolds, former interim City Administrator/Clerk/Treasurer, Crosby, MN.

On Tuesday, May 20th, the finalists spent the day in Owatonna to tour the community, meet with staff groups, final interviews with the full City Council and participate in a Meet & Greet open house.

Authorize Conditional Job Offer

Human Resource Director Thamert commented that during the interview process, the top-ranking candidate was Jenna Tuma and requested Council facilitate the next step in the Search Process.

Council President requested a motion to authorize HR Director Thamert to facilitate a conditional offer to Jenna Tuma for the City Administrator position. Any negotiation of

terms/conditions of compensation package between Council and Ms. Tuma will be memorialized in an employment agreement drafted by the city's labor attorney and then presented to Council for approval. Members of the Ad-Hoc Group, City Council President and Vice-President will continue to be the primary point of contact between the HR Director and the Council.

Council Vice-President Voss made this motion, Council Member Boeke seconded the motion; and all members present voted aye in approval.

PUBLIC COMMENTS

There were no comments heard.

COUNCIL & CITY ADMINISTRATOR COMMENTS:

Council Member Voss thanked HR Director Thamert for her assistance and expertise during this search process.

Council Member Boeke thanked the applicants, adding he thought all three finalists were excellent candidates, and the Council appreciated meeting them.

Council Member McCann commented that he would echo Council Members Voss and Boeke's comments. He thanked Council President Raney and Council Vice-President for also assisting in this search process and then thanked City Administrator Busse for her years of service and that there will be some big shoes to fill.

City Administrator Busse congratulated the Council on completing the process. She has full confidence that Ms. Tuma possesses strategic vision, operational experience and is emersed in the city's values; these qualities will be important to guide the city into the future and as she transitions into retirement.

Council President Raney commented that this decision was made based on the results of candidates being interviewed by a cross-section of City staff representing many departments, the directors and with input from all seven City Council Members and Mayor Jessop. Administrator Busse has mentored Jenna to prepare her to transition into a City Administrator role. We believe Ms. Tuma is ready for this step and pleased that it will be with Owatonna and confident that this selection will ensure a smooth transition. Once a start date, terms and conditions of employment are finalized, they will be presented to the Council for approval at a regular scheduled meeting in the coming weeks. We are committed to maintaining our purpose of creating a better tomorrow and our core values.

Adjourn

At 9:12, Council Member McCann made a motion for adjournment, Council Member Burbank seconded the motion, and the meeting closed.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



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Board - Commission Minutes

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Johnson, Vetter and McLane. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Accountant Lori Jerpak and Accounting Specialist Shanda Meier.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for any changes to, and/or approval of, the agenda and consent agenda items. The consent agenda consisted of the Minutes from the February 25, 2025 meeting, as well as the Contributed Services as of February 28, 2025. Commissioner Vetter moved to approve the agenda and consent agenda items. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Personnel Committee – Commissioner McLane reported the Personnel Committee met and received a staffing report. She noted the Energy Conservation & Key Account Officer position has been filled with Anne Kraft and she will be starting April 7th. The Director, Finance & Administration position is open due to a retirement. The position is being recruited for with interviews pending. Recruiting is underway for the Information Technology Engineer. Other open positions include Lead Meter Serviceworker; Meter Serviceworker; Gas/Water Design Engineering Technician, Electric Lineworker summer help.

Finance Committee – Commissioner Johnson reported the Finance Committee met, reviewed and approved vouchers totaling \$7,828,554.08. Mr. Johnson further reported all three utilities are slightly above plan for the year with net income for electric and water being over, and natural gas is slightly below. Four work orders were closed for \$1.9 million; 9% over budget for those four. 76 work orders are still open for the year worth \$18 million of which about \$14.7 million have been paid down on them. Two work order additions approved. One for a new welder and one for transformer inventory. Lead time on transformers is about 45-50 weeks for transformers. Commissioner Rossi inquired if we are affected by the tariffs. Director, Engineering & Field Operations Fenstermacher replied, not at this time. We will be responsible for them if they are enacted.

City Administrator's Report

City Administrator Busse reported that she, the mayor, the police chief, and the fire chief will be testifying at the State Capitol for state bonding for the Safety Center. The Safety Center will house the fire and police departments, as well as serve as a regional training center which makes them an ideal candidate for state funding. Other projects include the traffic light at the corner of 18th Street and Cedar St. is expected to be fixed on March 31. There is an open house for the reconstruction on 18th St. SE by the High School and a plan for 2026 between Austin Road and Cornerstone Lane. The project will consist of a trail. The Upper 9 at Brooktree is scheduled to open on March 26 along with the compost site opening March 31st, weather permitting. City Administrator Busse concluded with announcing her retirement on August 7th for those who had not already heard. She noted the hiring process has begun and will include panels with staff, community and city council.

Water System Access Charges Policy

Director, Engineering & Field Operations Fenstermacher presented the Water System Access Charge policy. He noted it had been 3 years since the policy was updated, and costs have increased 6%. He recapped the

background and purpose of the policy, as well as discussed proposed changes including increased fees. He noted, this policy covers the partial impact of new users to pay for their impact on the water system. He discussed the formula used for calculating the fees using an equity method and the reasons needed for collecting it including increased construction costs and future capital projects. After the water system study is complete, another analysis of this policy will be done. After discussion, Commissioner Johnson moved to approve the policy as submitted. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Water Conservation & Emergency Restriction Policy

Director, Engineering & Field Operations Fenstermacher presented the Water Conservation & Emergency Restriction Policy to the Commission. He discussed the change from the previous meeting, discussions with the MN Department of Natural Resources (DNR), the purpose of the updates, why it matters, key changes and asked for approval of the policy. Changes include increasing "newly seeded" definition from 30 days to 60 days of initial planting; defining irrigation; adding wording to exclude hand-watering defined as handheld hose or watering can; use of the term "address-based watering scheduled" versus "Odd-Even"; removed tiered rates; level 1 and level 2 restriction differences and frequency of customer communication; and added language in the Customer Encouragement Section.

Mr. Fenstermacher emphasized the importance of this policy for future evaluations with the DNR stating they will not only consider what is in the policy but also actual usage during drought warnings and trends. Staff will track a new KPI to measure our water impact as compared to January usage. This information is used by the DNR in their drought phase/triggers.

Reasons for updating the policy include spreading out irrigation to reduce demand; the previous penalty system was impractical; the need to tie levels of action to the DNR drought response phases; stress the shared responsibility for natural resources and move from a punitive approach to a collaborative/incentive-driven approach. This matters because conserving water is in the best interest of the public; the DNR will evaluate if we are addressing high water use when we seek well permits; high demand stresses the system; and it is important to put measures in place before any issues occur.

The key pieces of the revised policy include avoiding irrigation between the hours of 9:00 a.m. and 6:00 p.m. with no irrigation on Mondays. Water during the week will be based on a customer's address. Customers with addresses ending in an odd number can water on Tuesday, Thursday, Saturday. Customers with addresses ending in an even number can water on Wednesday, Friday, Sunday. Penalties have been removed from the policy; OPU's response levels have been tied to the DNR's Drought Phase triggers; and OPU will put a large emphasis on customer education, community engagement and incentives.

Commissioner Rossi is opposed to the policy being in effect when there is not a drought situation. After extensive discussion, Commission directed staff to run the policy as it is for this year, learn from it, and revise the policy again next year, if necessary. Commissioner McLane moved to approve the policy as presented with the understanding it will be revisited. Commissioner Johnson seconded the motion. Commissioners Zirngible, Johnson, and McLane voted Aye. Commissioners Vetter and Rossi voted Nay. Motion carried.

General Manager/Staff Report

Accounting Supervisor Linders discussed the 6-month rate study with the Commission at a high level. He discussed the process and showed where OPU lands with their rates in residential, commercial, industrial electric, water and natural gas compared to other utilities. Commissioner Vetter asked to see the difference between hedging versus paying from the market over the long term. General Manager Warehime will do the analysis at the end of the winter season and will present it to the Commission.

Director, Information Technology & Metering Baum will push his cyber security presentation to the next meeting.

General Manager Warehime asked to move the May Commission meeting from May 27th to May 20th. The Commission agreed.

Director, Engineering & Field Operations Fenstermacher reported OPU is sending a team to participate in the APPA Lineman's Rodeo in Roseville, California competing against other municipal utilities. Mr. Fenstermacher also reported OPU received the Electricity Reliability award from APPA for the 5th year in a row. There were 32 Minnesota municipal utilities who received this award, which is far above any other state.

Commission Roundtable

Commissioner Vetter – Was curious if you received any feedback on the State of the Utility brochure and complimented General Manager Warehime on a DEI article he wrote for the Peoples Press.

Commissioner Johnson – would like to talk about fluoride in our water at the next meeting. He noted there are 50 communities who are taking it out of their water and the State of Utah is considering it.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:44 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Johnson, Vetter and McLane. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Linders; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Senior Advisor Olson; Executive, Communications & Administration Coordinator Schmoll; Accountant Lori Jerpbak; Accounting Specialist Shanda Meier; City Councilmember Don McCann; Assistant City Administrator Jenna Tuma; and Tom Olinger, Partner at Abdo, OPU's auditing firm.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for any changes to, and/or approval of, the agenda and consent agenda items. The consent agenda consisted of the Minutes from the March 25, 2025 Commission meeting, as well as the Contributed Services report as of March 31, 2025. Commissioner Vetter moved to approve the agenda and consent agenda items. Commissioner Rossi seconded the motion. All Commissioners voting Aye, the motion passed.

Election of Officers

President Zirngible presented a slate of offices to the Commission whereby Commissioner Rossi will be President, Commissioner Vetter will become Vice President. All Committee members will remain the same. Commissioner McLane moved to approve the slate of officers as presented. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Johnson reported the Finance Committee met, reviewed and approved vouchers totaling \$7,517,815.26. He further reported all three utilities' combined net income are slightly above budget for the year. Three work orders were closed in March coming in at 58% over budget. The overage is due to carrying a larger inventory of transformers and those transformers being more expensive than when they were budgeted. Eight work orders have been closed for the year at 17% over budget. Seventy-four work orders remain open for the year totaling \$17.5 million with \$4 million already being paid on those.

Personnel Committee – Commissioner Rossi reported the Personnel Committee met and received a staffing update. He reported the Energy Conservation & Key Accounts Specialist position was filled with Anne Kraft whom everyone met before the meeting. Tim Linders was the successful candidate for the Director, Finance & Administration replacing Dave Olson who is retiring. Dave will be around for a few months to help with the transition. Recruitment has begun for the now empty position of Supervisor, Accounting. Interviews for the Information Technology Engineer, Meter Serviceworker and Gas/Water Design Engineer are underway. Other upcoming recruitment will include a Marketing, Digital Media & Energy Conservation Specialist, a lead Meter Serviceworker, an Engineering Intern and summer help in the electric line department.

City Administrator's Report

City Administrator Busse reported the City is hosting a Construction & Development meeting to give updates on code changes, discuss Open Gov permitting, and stormwater; answer questions and help contractors and engineering on the same page. Ms. Busse further discussed the City's approved 3-year strategic plan noting five priority areas will include Public Amenities, Economic Prosperity, Financial Security, Premier Employer and Our Neighbors where they will focus on communication to ensure the community is informed and engaged. The City is presenting to the County on the public safety center and the golf course is open with a new restaurant. Commissioner Rossi inquired if the city was well received when they presented to the legislature

regarding the Public Safety Center. City Administrator Busse felt both chiefs did a good job in presenting the points they needed to on a compressed time schedule. Representative Sexton gave up his time so the chiefs could speak. She further noted Senator Jasinski was supportive, as well.

Audit Report

Tom Olinger from Abdo presented the findings of OPU's 2024 financial audit. Mr. Olinger noted, OPU is issued an unmodified opinion for their audit which is a clean audit, as well as there were not any instances of non-compliance in regard to Minnesota Legal Compliance areas. He further discussed year end revenues and expenses, net income and cash flows from operations in the electric, water and natural gas utilities as compared to audit years of 2022 and 2023.

Authorized Bank Signer Responsibility Change

General Manager Warehime noted, with Mr. Linders moving to the position of Director, Finance & Administration, authorization for him to conduct banking and investment transactions on behalf of OPU is needed and presented the following language for approval:

"The Owatonna Public Utilities Commission hereby authorizes, and approves, Timothy Linders, acting in the roll of Director, Finance and Administration, to open or close banking and investment accounts and to transact banking business including signing checks or approving ACH or wire transfer of funds in the name of, and on the behalf of, the Owatonna Public Utilities."

Commissioner Vetter moved to approve the authorization as presented. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

General Manager/Staff Report

General Manager Warehime thanked Commission Johnson for agreeing to serve on the Commission for another term. He further addressed an issue Commission Johnson presented at the last Commission meeting regarding fluoridation in drinking water. He recapped a bill in the legislature repealing the mandate for utilities to put fluoride in water. He noted, the bill will not move forward this year but will undoubtedly come up again and OPU will continue to monitor it going forward. For now, we are mandated by the MN Department of Health, and we will continue to follow such mandates aiming for the lower end of the requirement range. OPU's water contains .3 mg/l of fluoride naturally.

Director, Information Technology and Metering Baum presented to the Commission on a cyber security attack that occurred at Littleton Electric Light & Water Department in Massachusetts. He recapped the incident noting the FBI contacted LELWD to notify them they were one of roughly 200 critical infrastructure organizations identified as victims of Volt Typhoon. Ultimately, it was determined the threat group of VOLTZITE had been in the LELWD's system for 300 days. By working with a security monitoring platform called Dragos as well as other organizations, LELWD was able to completely rebuild their network and environment. Mr. Baum went on to discuss how OPU compares to LELWD and noted measures OPU currently has in place to help prevent an attack like this, as well as measures that will be implemented because of lessons learning from the LELWD's attack. Commissioner Johnson inquired as to the intent of the attack. Mr. Baum noted it was mostly for data gathering of sensitive and organizational data.

Director, Engineering & Field Operations Fenstermacher provided a 2025 project update to the Commission.

General Manager Warehime reminded the Commission the May meeting will be moved to May 20th. He also invited the Commission to the June 12th SMMPA Board meeting being held at OPU. The joint meeting with Steele County, City Council and the school district is scheduled for June 11th. Commissioners Vetter and McLane will attend on behalf of OPU.

Commission Roundtable

The Commission congratulated OPU on another APPA RP3 Diamond Designation. They welcomed Anne Kraft and congratulated Tim Linders on his promotion.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:18 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

OWATONNA PLANNING COMMISSION MINUTES FOR MAY 13, 2025

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

A motion was made by Springer-Gasner and seconded by Peake to approve the minutes of the regular meeting of April 22, 2025. All Commissioners voting Aye, the motion carried.

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

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

All Commissioners voting Aye, the motion carried.

Preliminary & Final Plat of KEG Addition, which is a 0.52± acre tract land zoned of R-1, Single Family Residential District, by KEG Investments LLC and located at 2025 Edgewood Drive NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) He said a letter submitted by Mr. Will Natzel was included in their packet. Public hearing opened at 5:44 pm. Mr. Wil Natzel, 1560 Woodlawn Avenue, said that he is a fifth-generation Owatonna resident and his grandparents are the original developers of the Echo Heights neighborhood. It was planned as a semi-rural development. He said his concerns in general are that there was originally an easement that was 15' and that is being shrunk to 10'. There is a Jaguar Metronet line that is not on the map. He said he presently lives in the neighborhood, directly to the south is his parents' vineyard. There has been very little outreach from the developer other than this hearing. He said that he's sure it will come back up when the outlot is replatted. Most of the homes are not 90s style homes. They were originally built for his grandparents' friends and families. He said that he built the bike rack outside the building and at the library. His job is public art and architecture and design.

Even the extent of this preliminary plat should show more information. Public hearing closed at 5:48 pm. Eickhoff wanted clarification on the plat being incomplete. Kruschke said that their code is very antiquated. A lot of that information is not required like lot owners, but the grading information is required. We deem this plat complete. Eickhoff asked if they're not platting it to build on, why are they doing it now. Kruschke said their goal was to move that interior lot line and it required platting. The code requires this to be platted because it had not been platted before. It's really a title check making sure everything lines up. It's cleaning up a lot of what is existing on this lot. If both of these lots had been platted, there is an administrative process where they could have slid that lot line over 15 feet. Springer-Gasner asked about development covenants. Kruschke said that the City does not enforce private covenants. Eickhoff said he appreciated Mr. Natzel's concerns. A motion was made by Eickhoff and seconded by Springer-Gasner to recommend City Council approval of this preliminary and final plat of KEG Addition with the following conditions:

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

All Commissioners voting Aye, the motion carried.

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

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

All Commissioners voting Aye, the motion carried.

Election of Officers: A motion was made by Eickhoff and seconded by Springer-Gasner to nominate Kelly Rooks as Chairperson. All Commissioners voting Aye, the motion carried. A motion was made by Springer-Gasner and seconded by Rooks to nominate Nick Peake as Vice Chairperson. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on previous items. The Council approved the preliminary plat of Renneberg Hardwoods as well as the utility disconnection. The RFP for the Zoning and subdivision code update is out with a deadline of May 29 with the goal of selecting someone by mid-June for budget reasons.

There will be a variance request at the May 27 meeting. They would like to pave up to the property line.

A motion was made by Springer-Gasner and seconded by Peake to adjourn the meeting at 6:00 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

Airport Commission Meeting Minutes
May 15, 2025 – Charles S. Crandall Center – Meeting Room, City Hall
“DRAFT”

1. Call to Order

Vice Chair Louris called the meeting of the Airport Commission to order at 8:00 am.

2. Roll Call

Commissioners Attending

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

Commissioners Absent

Matt Thurnau	Chair
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Staff Attending

Dave Beaver	Airport Manager
Kristen Kopp	Sr. Administrative Technician

Visitors Attendings

Melissa Underwood	SEH, Inc.
Jake Jorgenson	SEH, Inc.
Kevin Oyloe	Apex Paining

3. Approval of Agenda

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

4. Minutes

Commissioner Tarpenning made a motion to approve the minutes from April 17, 2025, Airport Commission meeting and Commissioner Krueger seconded the motion. All Commissioners voting Aye, the motion carried.

5. Action Items

Chair Reports

None.

Staff Reports

Airport Manager Dave Beaver said that activity has been up, and fuel volume dispensed has been up. The terminal renovations are generally complete and options for furniture replacement are being considered. The City Worksite Passport program was at the airport last week and there was a good turnout to visit. Accelerated Aviation continue to be very busy and are looking at expanding their aircraft maintenance program. They are also looking at developing high school programs to make flight training more available to students. The budget process is underway with the CIP due at the end of the month. There has been a private hangar inquiry with an individual looking at options to build a hangar. Fuel prices remain competitive and were lowered last week with a discount for based aircraft customers.

Kevin Oyloe with Apex Painting gave an update on painting the T-38 display. He said that he hopes to get this phase done by the end of June. Until he can get up in a boom to see how the paint held up over winter, he won't know for sure. It is looking like they will focus on aircraft one and just have to spot paint and blend in existing with the selected product coating. Purscell said he appreciates Oyloe's care and expertise on this project. Beaver said that it is good to have the needed documentation and maintenance records.

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

Bids have been received for the project that will involve the parking lot and a taxilane reconstruction. It is anticipated that the majority of the project will be funded by State and Federal grants. The engineer's estimate was \$518,590. Jake Jorgenson with SEH, Inc. reported that there were seven competitive bids received. Ulland Brothers was the low bid, and they are recommending the award to them. The project schedule will need to be worked out but likely constructed later this summer or early fall. Tarpenning asked if the grant was a guarantee. Jorgenson said that he's never seen one not come through once the money has been allocated. A motion was made by Haberman and seconded by Purscell to recommend City Council acceptance of Ulland Brother's bid of \$476,162.51 contingent upon receiving the anticipated grant funding. All Commissioners voting Aye, the motion carried.

For other discussion, Commissioner Haberman asked if there has ever been a user survey done at the Airport. This would not necessarily be directed at only local pilots or tenants, but other people coming here and using the facility. She said that this could be an action step to take in order to get an idea of who those people are and what their needs are as we look at developing steps to work towards meeting overall city strategic planning goals. There was a brief discussion regarding this.

6. Adjournment

A motion was made by Tarpenning and seconded by Haberman to adjourn the meeting at 8:40 am.

**EDA
Minutes
May 21, 2025**

The Owatonna Economic Development Authority met in regular session at 4:00 pm in the Charles S. Crandall Center – Chambers at City Hall Building with President Voss presiding. Commissioners present: Dan Boeke, Dave Burbank, Andrew Cowell, Patrick McDermott, Corey Mensink, Brian Savage, and Doug Voss. Commissioners absent: None. Also present were Troy Klecker, Brad Meier, Sean Williams, Lisa Cochran, Jenna Tuma, and Kristen Kopp.

Approval of Minutes. Commissioner Burbank moved approval of the minutes of the April 16, 2025 meeting with second by Commissioner Boeke. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for April. Klecker said that they tweaked the Treasurer's Report to show the month actual and the percentage. He said there is nothing out of the ordinary. They've made first half payment to OABDC but need to make first half payment to OACCT. A motion was made by Commissioner Cowell and seconded by Commissioner Mensink to approve the financial reports as presented. All Commissioners voting Aye, the motion passed.

Loan Report. OABDC Director Sean Williams presented the Loan Report for April. He said all loans are current.

OACCT Report. OACCT President Brad Meier presented the report for April. He said that Signing Day is coming up. There are about 25 kids and businesses, which would be the largest Signing Day. They are in year two of work experience grants. The OPED group has been active, including attending the Real Estate Journal Awards. They are hosting a Micropolitan in Owatonna in September. Pearson recently celebrated 50 years in Owatonna. Daikin had a ribbon cutting on their new facility and Olmsted Medical is planning a grand opening in June.

OABDC Report. OABDC Director Sean Williams presented the OABDC Report for April. The second cohort of Southeast Minnesota Software Studio wrapped up and both cohorts went on to be finalists at Minnesota Cup. Small Business Academy wrapped up on May 5. He highlighted numbers for the year, which are ahead of last year's hours.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for April. He said there is a second phase to the old Hardees/Budget Mart site that includes the realignment of Barney Street. It would involve purchasing the Marco building. They were interested in selling and we have a purchase agreement on it for the office building and the lot behind it. This would not be an EDA purchase, but a City of Owatonna purchase. There would likely be a redevelopment project that would go along with this that the EDA will be involved in. Cemstone is finishing up their new facility on 32nd Avenue and looking to be out of their old facility in June. There is a letter of intent on 117 Bridge Street West that will expire in a couple months. He's having discussions on 148 Main Street W. Renneberg Hardwoods final plat was approved by Council the previous night. They will be building a 12,100 square foot facility this

summer. Sputtering Components is planning a 12,500 square foot addition, with TIF approved for the project.

Old Business.

Cemstone Property Discussion. Klecker said as Cemstone was building their facility on 32nd, they were contemplating what to do with their office and retail space. They decided not to have the retail portion in Owatonna and will be renting office space before their office is constructed. They will be out of their current site in June. He said that we don't actually have any frontage on North Street. Cemstone leased the land that has frontage on North Street. When we look at redeveloping this, that frontage on North Street is a key piece. We also do not own the piece next to the Cashwise parking lot, which is what we might want to pursue. The parcel east of Riverside is a standalone parcel that could be developed on its own. Hammel Drive is actually a platted street. The actual Right of Way takes an "L" shape. If it were to be vacated, 7 Star would get half of the road. He said he is gauging EDA's interest on this lot. Voss asked what he sees ten years from now. Klecker said he would envision some kind of commercial use, but wouldn't rule out mixed use. There is a huge grade difference. It's not the easiest piece to redevelop. They usually starts with talking to all the neighboring properties and other businesses in the area that may want to relocate. Savage asked if there would be concerns about remediation. Klecker said there was a Phase 1 Environmental done and that came out good. Whatever is done will have to have some soil corrections anyway. Mensink said he's in favor of purchasing the lots (fronting North Street). Klecker said that this would be an EDA purchase. The whole point was to get this heavy industrial use out in the industrial park and redevelop this as a commercial use. A motion was made by Mensink and seconded by McDermott to proceed with purchasing the three lots that front North Street. All Commissioners voting Aye, the motion passed.

New Business.

Retail Incubator Proposal. MainStreet Director Lisa Cochran and OABDC Director Sean Williams presented a proposal for a Retail Incubator downtown with individual shops. Cochran said that every year she goes to the National MainStreet Conference. She shared photos of the retail incubator in Batavia, IL. They have ten 10' x 12' shops with a porch on the front. Batavia built theirs during Covid. It has become a tourist destination and makes their downtown a destination. They have had a total of 35 tenants and now 19 are currently in a brick-and-mortar location in their downtown. Williams said that was the lynchpin for this, knowing they were able to move the shops into a brick-and-mortar location. There will be an indoor incubator that will be open year-round, a client meeting space and the maker space, a welcome center for all of Owatonna, including Somalia and Latinx, a food truck spot and potentially a commercial kitchen. This would be a partnership between the City, school district, MainStreet, OABDC, and OPU. Mensink asked if they had a preliminary budget. Williams said they don't yet. Cochran said they are also working with an architect and are working with the high school building class. They will build the first two sheds this fall. Mensink said that this is a super creative solution for this property. The shops will have electricity and heat so they can stay open. Cochran said that they plan to open them in May and stay open through the Christmas holiday. Boeke asked about merchandise. Cochran said they will do an application process so they won't duplicate any businesses that they have in town. We see this as a one-year lease. Mensink asked if there were

examples of the businesses that went to brick-and-mortar. Cochran said that they envision craftsmen, such as bakers operating under the cottage food laws. They have a path forward for the shops becoming permanent structures. There will be enforceable hours, including later on Thursday nights and Saturdays and four hours Sundays. She spoke about the food truck spaces. They'd like to start with food trucks that are looking to become brick-and-mortar. They'll switch it up—they won't be there the whole season. Williams said it's a community project. It's also an opportunity for existing businesses to experiment with spin-offs and also to partner with the high school for DECA students. Klecker said the EDA's role would be carrying the lease. This would be sublet to the OABDC for a retail incubator. There would be some up-front costs for renovations. They are trying to set this up so that the EDA would have the lease and not much obligation beyond that. It would be very similar to the lease with the OABDC. Williams said they might apply for a forgivable loan. Voss said it sure seems to fit the EDA's mission statement. Klecker said they had talked about a retail incubator in the past. Cochran said that it expands the vibrant space of the downtown. Burbank said he likes the idea of being inside. Klecker said there are so many partners in this, so right now they are going to each organization to see if they are okay with participating as presented. In order to work, they need all the partners to participate. This would be a key role for this to work—for the EDA to be a lease holder. A motion was made by Commissioner Cowell and seconded by Commissioner Mensink to accept the Retail Incubator Proposal as presented subject to the other partners' acceptance. All Commissioners voting Aye, the motion passed.

Schedule Next Meeting. The next EDA meeting is scheduled for **June 18, 2025** at 4:00 pm in Charles S. Crandall Center – Chambers at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner Boeke and seconded by Mensink to adjourn the meeting at 5:13 pm. All Commissioners voting Aye, the motion passed.

OWATONNA PLANNING COMMISSION MINUTES FOR MAY 27, 2025

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

A motion was made by Eickhoff and seconded by Effertz to approve the minutes of the regular meeting of May 13, 2025. All Commissioners voting Aye, the motion carried.

Variance VAR-20, which is a request by Bob Seykora on behalf of DWTJC Properties, LLC for two variances related to hard surfacing and curbing with a 0' setback for the property located at 1164 Frontage Road West, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:35 pm. Jay Clark, property owner, said this property and lots were put into play in 1980 and that's how long he's owned it. It's hard-surfaced all along the lot. He said it was a valuable parking area, but when Walmart went in, they closed the entrance and they lost their gas customers and ultimately the truck stop failed, so the property was repurposed. Dean's Towing has been in that location forever and the Lion's Den was a new tenant about 18 years ago. The only reason he came in was that Jones, Haugh & Smith said it was common sense to put the curb on the property line. A fence sits on the property line and has been there since 1982. He said he is grandfathered in on that lot and he's not making any improvements that are going to require him to put grass in a parking lot. Next to him is a whole hedge of trees and garbage that the neighbors own. There are no buildings or roads close to that property line. John at Jones, Haugh & Smith said it would be nice to put the curb about two feet off the property line, just to not let the water run next door. It's all woods next door and then grass from the old motel. He said that the planned addition will be cold storage, just to put things the need for the towing business, like brake drums and brake parts, out of the facility where vehicles are repaired. Morton Buildings is putting up the addition. He can withdraw the application and doesn't need to do anything. He just went for this because the engineer recommended it and it made good sense to him. He doesn't usually come in for a variance unless there is common sense involved. He said he believes the engineer is right. There are other options; he could put riprap there. He said there are not two variances—there is not a driveway and it won't be used for parking. He said he only wants the curb to get a little closer to the fence. He would probably be three feet off the property line and he's allowed to put it at five feet. He is not taking the fence down—it will stay. He said that is the decision the Planning Commissioners have to make—common sense or the Zoning regulations. Public hearing closed at 5:41 pm. Eickhoff said that if it's going to be three feet, why not five? Clark said that they want to make sure it can accommodate heavy rainfalls. Eickhoff asked if there was a reason it has to be paved. Clark said no, but concrete doesn't erode. He's sure it will wash down and wants to stay off the neighbor's property with their water. It won't be a 0' setback, he's asking for two more feet, or however much Bob Seykora with Rocon needs to form up the curb. Eickhoff asked if the current lot is gravel. Clark said that the middle is hard-surfaced with concrete. He said that when he bought the property Happy Chef, Phillips gas station, and the motel was all that was on that corner. He purchased the gas station and a lot owned by the Jefferson Bus Company. Eickhoff said that he appreciates the history of it—it's good to know. Effertz asked Clark if he had met with Greg. He said yes, he met with Greg and Troy. He said he can cut back on the amount of concrete, but he would prefer to put the amount he wants to put in. He will replace some of the blacktop with concrete, which is the best thing to do. The trucks tear asphalt up. Eickhoff asked if there was fencing all the way around the property. Clark said there is fencing around the back side of the lot—it is secure storage and camera monitored. It's a chain link fence with screening so you can't see through. They would like to put barbed wire up to keep people out, but they have to rely on cameras and

police since the City won't allow barbed wire. It is well lit. Rooks asked what happens to the water when you get a hard rain. Clark said the whole lot slopes from the south to the north, west, and east. Peake said if you're not going to be driving or walking on the area, what's the difference between rock. Clark said nothing, but he can't guarantee that it won't go onto the neighbor's property without the curbing. He said he still needs something in case they get a torrential downpour. He owns the next two lots. It's the only place in town that you can park trucks and they have a contract with Schneider for the whole side of that lot. He said sometimes common sense has to prevail and he is a pretty common sense person. Rooks asked about the two properties to the east—he's not worried about the water running through because he owns it. Clark said DWTJC has right of refusal on that lot. That partnership will buy out his interest. Rooks asked if they let it go through, what happens to the water. Clark said it soaks in before it gets to the Frontage Road. If it does get to the Frontage Road, there is curb and gutter. Eickhoff said he'd like to see him work with the City to come up with a solution that will meet code. Clark said the only reason he's here is that the engineer at Jones, Haugh & Smith suggested it. Eickhoff asked if this request will go to City Council no matter what the Planning Commission's decision is. Kruschke said it will go to City Council next week with the Planning Commission's formal recommendation. Kruschke stated at this point, we have a difference of opinion. He said we are listening to the City Engineer. When additions go up, code does require that properties come into conformance and that is where the second recommendation comes in. Effertz stated that you can see that the Commission is struggling with this request as City Staff does not recommend denial of the request without having a good reason. Clark stated he will just withdraw the application. Rooks clarified options if the applicant were to withdraw.

Jay Clark withdrew the application VAR-20.

Kruschke said that they are planning to pave the Vine Street parking lot this year.

Community Development Manager Greg Kruschke gave an update on previous items. The Preliminary Plat for Mineral Springs Estates, the Preliminary and Final Plat of KEG, and the final plat of Renneberg Hardwoods were approved by City Council.

There are no requests for the June 10 meeting, so that will be canceled.

By the June 27 meeting we will know who the consultant will be for the Zoning and Subdivision Ordinance update.

A motion was made by Eickhoff and seconded by Peake to adjourn the meeting at 6:02 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager



CITY OF
OWATONNA

Department Reports

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 12, 2025 to May 28, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Evergreen Place Northeast	Vacant lot with tall grass and weeds.	5/16/2025	5/20/2025	6/5/2025			0.5
Evergreen Place Northeast	Vacant lot with tall grass and weeds.	5/16/2025	5/20/2025	6/6/2025	5/27/2025	Has been mowed.	1
Greenleaf Place Southeast	Vacant lot with tall grass/weeds	5/21/2025	5/23/2025	6/6/2025			0.5
Greenleaf Road Southeast	Vacant lot with tall grass/weeds	5/21/2025	5/23/2025	6/6/2025	5/27/2025	Has been mowed.	1
Mossy Creek Drive Northeast	Complaint: Vacant lot that needs to be mowed.	5/29/2025					0.5
Oak Avenue South	Vacant lot with tall grass/weeds (on Barney & Oak)	5/21/2025	5/23/2025	6/6/2025	5/28/2025	Has been mowed.	1
1027 Elm Avenue South	Complaint: Tall weeds all over. Garbage all over the yard.	5/22/2025			5/23/2025	Has been mowed.	0.5
1028 Cedar Avenue South	Tall grass/weeds.	5/15/2025	5/19/2025	5/29/2025	5/27/2025	Has been mowed.	0.5
1055 11 Avenue Northeast	Complaint: Tall grass/weeds.	5/19/2025				No violation found at time of the inspection.	0.5
1057 Elm Avenue South	Tall grass/weeds	5/22/2025	5/28/2025	6/8/2025	5/28/2025	Has been mowed.	0.5
1072 Oak Avenue South	Couch on front blvd	5/20/2025	5/22/2025	6/1/2025			0.5
1090 Bixby Road	2 interior brown doors, small table, 2 living room coffee tables on blvd.	5/12/2025	5/14/2025	5/24/2025	5/13/2025	Has been removed.	1
1101 St Paul Road	Tall grass/weeds.	5/15/2025			5/16/2025	Has been mowed.	1
1120 Lincoln Avenue South	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025	5/15/2025	Has been cut.	1
1158 Cedar Avenue South	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025	5/16/2025	Has been mowed.	1
1210 Clover Lane Southeast	Tall grass/weeds	5/21/2025	5/23/2025	6/3/2025			0.5
1212 Elm Avenue North	Tall grass/weeds	5/16/2025	5/20/2025	5/30/2025	5/23/2025	Has been mowed.	1
1221 Grove Avenue South	Desk, file cabinet, scooters on blvd	5/12/2025	5/14/2025	5/24/2025	5/13/2025	Has been removed.	1
1270 Havana Road	Tall grass/weeds	5/12/2025	5/14/2025	5/24/2025	5/13/2025	Has been mowed.	1
139 15 Street Northeast	Tall grass/weeds	5/21/2025	5/23/2025	6/3/2025			0.5
1390 Greenleaf Road Southeast	Tall grass/weeds	5/21/2025	5/23/2025	6/3/2025	5/28/2025	Has been mowed.	1
1390 Greenleaf Road Southeast		5/28/2025			5/28/2025		0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 12, 2025 to May 28, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
140 Rice Street East	Tall grass/weeds	5/22/2025	5/28/2025	6/8/2025			0.5
140 Rose Street East	Complaint: About 20 garbage bags laying between the garage and fence in the back of the lot. Easy to see from the alleyway. (see attached picture 9139 as May 23, 2025) No change in complaint Inspection status as of May 21, 2025	5/15/2025	5/16/2025	5/26/2025	5/27/2025	Have been removed.	1
1419 Cedar Avenue North	Complaint: Tall grass and weeds.	5/16/2025	5/20/2025	5/30/2025	5/27/2025	Has been mowed.	1
1430 Greenleaf Road Southeast	Tall grass/weeds	5/21/2025	5/23/2025	6/3/2025	5/27/2025	Has been mowed.	1
1575 Mineral Springs Parkway Northeast	Complaint: A lot of junk in the back yard, chain-link fence/doghouse, uncompleted shed, tarps.	5/20/2025	5/23/2025	6/6/2025			0.5
1810 Cedar Avenue South	Tall grass/weeds on the front blvd area.	5/23/2025	5/28/2025	6/8/2025	5/28/2025	Has been mowed.	1
1810 Cedar Avenue South		5/28/2025			5/28/2025		0.5
1820 Kenyon Road	Couch and chair on boulevard	5/23/2025			5/27/2025	Have been removed.	1
1860 Bigelow Avenue	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025			0.5
1860 Bigelow Avenue	Has not been mowed. Need to setup lawn mowing service as of May 27, 2025	5/27/2025				5/28/25 - Contacted mower. 9609	0.5
1905 Richway Lane	Red living room chair on blvd.	5/14/2025			5/15/2025	Has been removed.	1
1905 Richway Lane		5/15/2025			5/15/2025		0.5
1940 Diablo Drive	Complaint: Yard waste, leaves, fertilizer bags, lumber, furniture, trellis behind the storage shed in the back yard.	5/14/2025	5/21/2025	6/4/2025		5/15/25 - Unable to confirm violation. Requested picture from complainant. If provided, will reopen this complaint. 9609 5/20/25 - Complainant provided pictures. Wrote orders based on pictures. 9609	0.5
200 Summer Avenue Southeast	Brown living room chair in front yard	5/12/2025	5/14/2025	5/24/2025	5/16/2025	Have been removed.	1
210 Vine Street East	Tall grass/weeds. 5/28/25 - New resident looking for mower. Allowed him an extra week to get it mowed. 9609.	5/16/2025	5/20/2025	6/6/2025			0.5
214 & 216 Vine Street East	Tall grass/weeds	5/16/2025	5/20/2025	5/30/2025	5/27/2025	Has been mowed.	1
217 Rice Street East	Three seat couch on the blvd.	5/12/2025	5/14/2025	5/24/2025	5/15/2025	Has been removed.	1
2180 Hemlock Avenue	3 end tables, 2 chairs, file cabinet on blvd.	5/15/2025	5/19/2025	5/29/2025	5/19/2025	Have been removed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 12, 2025 to May 28, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
221 Pine Avenue North	Childs car seat and play seat on the street curb	5/12/2025	5/14/2025	5/24/2025	5/15/2025	Have been removed.	1
222 McKinley Street West	Tall grass/weeds	5/15/2025	5/20/2025	5/30/2025	5/27/2025	Has been mowed.	1
227 South Street East	Complaint: Tall grass	5/29/2025					0.5
236 Rose Street East	Tall grass/weeds	5/23/2025			5/27/2025	Has been mowed.	1
240 Park Street	Tall grass/weeds	5/15/2025	5/20/2025	5/30/2025	5/20/2025	Has been mowed.	1
246 McKinley Street East	Tall grass/weeds	5/23/2025			5/27/2025	Has been mowed.	1
2465 Briarwood Place Northeast	Complaint: Mattress in front yard. Pile of debris/garbage on west side of the garage. RECHECK - pictures were taken of 2455, not 2465.	5/23/2025					0.5
250 Park Street	White kitchen cabinet on blvd	5/12/2025	5/14/2025	5/24/2025	5/15/2025	Has been removed.	1
256 Southview Street	Tall grass/weeds	5/22/2025			5/27/2025	Has been mowed.	1
2610 Hemlock Avenue Northeast	Tall grass/weeds	5/16/2025			5/19/2025	Has been mowed	1
309 Elm Avenue South	Tall grass/weeds	5/20/2025	5/22/2025	6/1/2025			0.5
315 Elm Avenue South	Tall grass/weeds	5/20/2025	5/22/2025	6/1/2025	5/23/2025	Has been mowed	1
338 13 Street Northeast	Complaint: East side garage thistles and other weeds. Need to review the location pictures as of May 20, 2025.	5/20/2025				No violation found at time of inspection. 9609	0.5
338 State Avenue	Complaint: Yard needs to be mowed.	5/28/2025	5/29/2025	6/9/2025			0.5
340 Murray Street	Living room couch on blvd	5/13/2025			5/14/2025	Has been removed.	1
341 McKinley Street West	Tall grass/weeds	5/23/2025			5/27/2025	Has been mowed.	1
352 McKinley Street West	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025	5/27/2025	Has been mowed.	1
401 Barney Street West	Complaint: back yard hasn't been mowed. 5/19/25 - Contacted city housing - they will contact the renter to mow the backyard. 9609	5/19/2025		5/30/2025	5/27/2025	Has been mowed.	0.5
406 Elm Avenue South	Tall grass/weeds	5/20/2025	5/22/2025	6/1/2025	5/27/2025	Has been mowed.	1
412 Main Street East	Complaint: Tall weeds and grass in the backyard. Uploaded complainant's pictures.	5/13/2025	5/15/2025	5/29/2025	5/19/2025	Has been mowed.	1
508 23 Street Northeast	Complaint: Tall grass/weeds	5/29/2025					0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 12, 2025 to May 28, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
510 20 Street Northeast	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025	5/19/2025	Has been mowed.	1
546 12 Street Northeast	Tall grass/weeds	5/20/2025	5/22/2025	6/1/2025	5/23/2025	Has been mowed.	1
555 22 Street Northeast	Complaint: Overgrown yard.	5/15/2025	5/19/2025	5/29/2025	5/27/2025	Has been mowed.	1
563 Mineral Springs Road	Tall grass/weeds	5/15/2025	5/19/2025	5/29/2025	5/19/2025	Has been mowed.	1
564 Rose Street East	Tall grass/weeds.	5/23/2025				The complaint location's front yard has been mowed as of May 27, 2025.	0.5
606 12 Street Northeast	Tall grass/weeds	5/15/2025	5/19/2025	5/29/2025	5/19/2025	Has been mowed.	1
619 Cedar Avenue South	Gray living room chair on blvd.	5/14/2025	5/16/2025	5/26/2025	5/20/2025	Has been removed.	1
622 Prospect Street	Tall grass/weeds	5/20/2025	5/22/2025	6/1/2025	5/27/2025	Has been mowed.	1
626 12 Street Northeast	Computer desk on blvd	5/15/2025	5/19/2025	5/29/2025	5/19/2025	Has been removed.	1
631 Rose Street East	Tree branches on the front blvd area - west side of house.	5/12/2025			5/13/2025	Have been removed 5/13/25.	0.5
640 12 Street Northeast	Misc items back of house and garage	5/15/2025	5/20/2025	5/30/2025			0.5
710 El Dorado Street Southeast	Complaint: Tall grass/weeds on vacant lot	5/29/2025					0.5
744 Mineral Springs Road Northeast	Dining room table on the front street curb	5/12/2025	5/14/2025	5/24/2025	5/19/2025	Has been removed.	1
745 Richway Lane	Tall grass/weeds	5/14/2025	5/16/2025	5/26/2025	5/19/2025	Has been mowed.	1
755 Cardinal Drive	Tall grass/weeds	5/12/2025	5/14/2025	5/24/2025	5/14/2025	Has been mowed	1
808 Grove Avenue South	Tan living room chair on blvd	5/12/2025	5/14/2025	5/24/2025	5/14/2025	Has been removed.	1
820 18 Street Northeast	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025			0.5
820 18 Street Northeast	The complaint location has not mowed the long grass and weeds as of May 27, 2025. Picture 9148 as iof5/27/25 reinspection date. Need to setup lawn service as of May 27, 2025	5/27/2025				5/28/25 - Contacted mower. 9609	0.5
825 El Dorado Street Southeast	Complaint: Tall grass	5/29/2025					0.5
829 Escalade Lane Southeast	Complaint: Tall grass/weeds on vacant lot. 17-619-0117	5/29/2025					0.5
830 22 Street Northeast	Tall grass/weeds	5/15/2025			5/16/2025	Has been mowed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 12, 2025 to May 28, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
834 Mineral Springs Road Northeast	Tall grass/weeds	5/13/2025	5/15/2025	5/25/2025	5/23/2025	Has been mowed.	1
859 Escalade Lane Southeast	Complaint: Tall grass/weeds on vacant lot.	5/29/2025					0.5
865 Escalade Lane	Complaint: Tall grass/weeds on vacant lot.	5/29/2025					0.5
873 Escalade Lane Southeast	Complaint: Tall grass/weeds on vacant lot.	5/29/2025					0.5
883 Escalade Lane Southeast	Complaint: Tall grass/weeds on vacant lot	5/29/2025					0.5
887 Willowbrook Street Northeast	Tall grass/weeds Front yard has been mowed as of 5/19/25 The backyard has not been mowed as of 5/19/25	5/16/2025	5/20/2025	5/30/2025	5/27/2025	Has been mowed.	1
902 Elm Avenue North	Tall grass/weeds	5/27/2025	5/29/2025	6/9/2025			0.5
905 18 Street Southeast	Complaint: Construction debris, windowpanes, leaves, lumber behind garage.	5/14/2025	5/16/2025	5/30/2025	5/21/2025	Have been removed.	1
950 Havana Road	Tall grass/weeds	5/15/2025	5/20/2025	5/30/2025	5/20/2025	Has been mowed.	1
995 Ridge Road	Child's desk on the street curb	5/12/2025	5/14/2025	5/24/2025	5/16/2025	Has been removed.	1



CITY OF
OWATONNA

Licenses Permits

EP-25-22

Events Permit

Application

Status: Active

Submitted On: 5/14/2025

Primary Location

No location

Owner

No owner information

Applicant

Lisa Cochran



507-475-3451



lcochran@owatonna.org



120 S Oak Ave

Owatonna, MN 55060

Event Information**Event Name**Downtown Farmers Market-Evening
Edition**Event Contact***

Lisa Cochran

Location of Event*

Central Park in Downtown Owatonna

Description of Event* ?

Farmers Market along with 11@7 entertainment. Every 3rd Thursday June through October, 2025

Event Set Up Date

06/19/2025

Event Set Up Time* ?

4:00pm

Actual Event Date*

06/19/2025

Actual Event Time* ?

5:00pm

Clean Up Date*

10/16/2025

Clean Up Time ?

8:00pm

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

Canceled

Estimated Attendance* ?

200

Application Information

Sponsoring Organization Name*

Main Street

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-475-3451

Cell Phone

507-475-3451

Email Address*

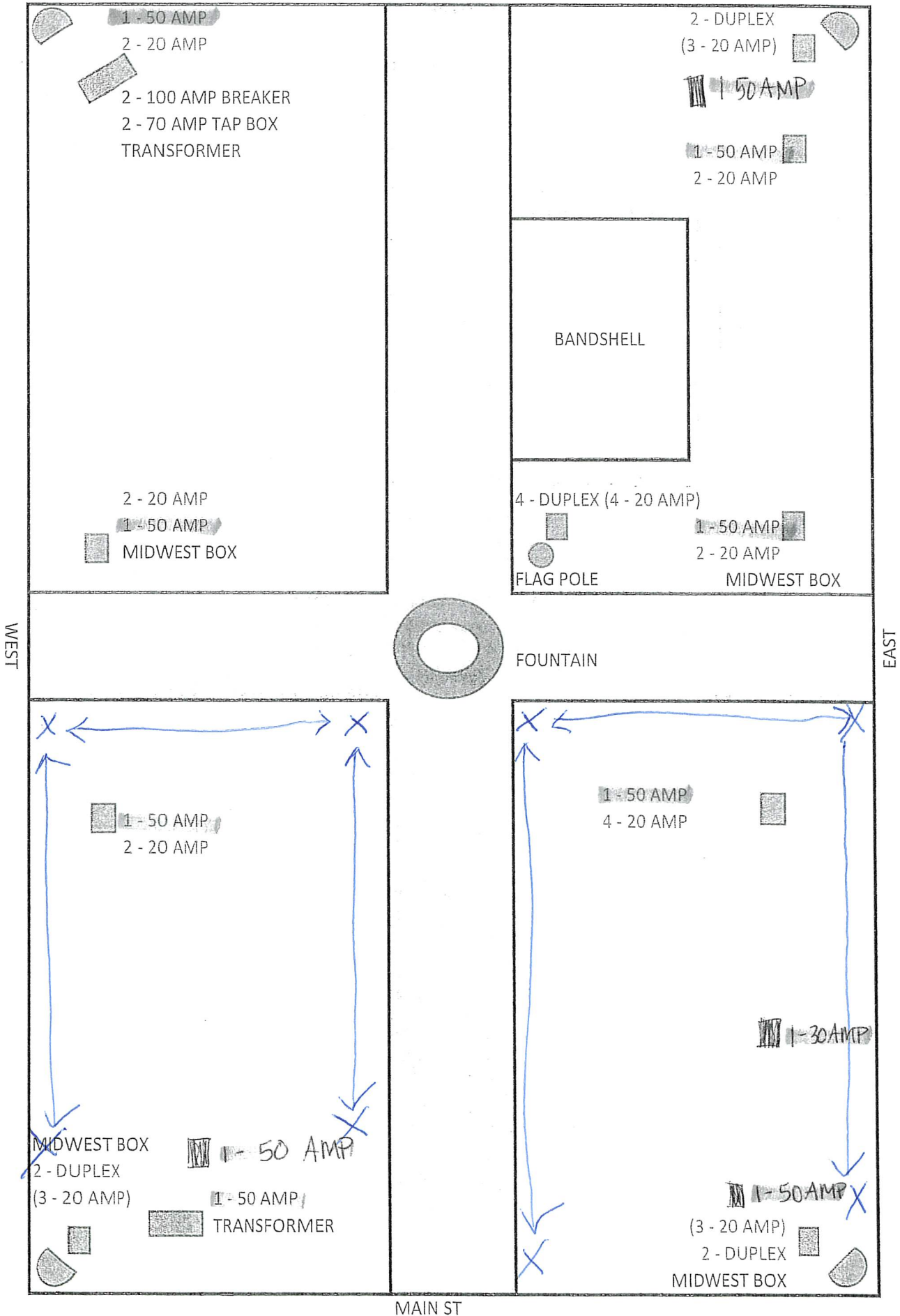
lcochran@owatonna.org

Primary On-site Contact

NORTH

X = Vendors

BROADWAY



SOUTH

MAIN ST

Event Permit Application - Summary		
	Downtown Farmers Maket - Evening Edition	
	Event Dates: 3rd Thursdays evenings June - October	
	Event Time: begin at 5:00 pm	
	Set up begins at 4:00 pm	
	Clean up complete by 8:00 pm	
Requested Items		
	Central Park	Vendors set up in the south half of the park, the north half has the Thursday Night Concert beginning at 7 pm
Department Comments		
	Police	Approved, no impact
	Public Works	Approved, no impact
	Parks & Rec	Approved with no comment
	Fire	Approved with no comment
	Building & Inspection	Approved with no comment
	Facilities	Approved with no comment

EP-25-23

Events Permit

Application

Status: Active

Submitted On: 5/14/2025

Primary Location

No location

Owner

No owner information

Applicant

Lisa Cochran



507-475-3451



lcochran@owatonna.org



120 S Oak Ave

Owatonna, MN 55060

Event Information

Event Name

Downtown Thursday-Model T Style

Event Contact*

Lisa Cochran

Location of Event*

Downtown Owatonna in the 100, 200 and 300 blocks of N. Cedar Ave, Central Park and around the park on E. Park Square and W. Park Square, E Broadway St up to Elm Ave and W. Broadway St down to Oak Ave.

Description of Event* ?

Community event held on the first Thursday of each summer month that includes music, activities, food trucks, vendors and more

Event Set Up Date

07/24/2025

Event Set Up Time* ?

1:00pm

Actual Event Date*

07/24/2025

Actual Event Time* ?

5:00pm

Clean Up Date*

07/24/2025

Clean Up Time ?

9:00pm

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

Canceled

Estimated Attendance* ?

4000

Application Information

Sponsoring Organization Name*

Main Street

Mailing Address*

120 S. Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-475-3451

Cell Phone

507-475-3451

Email Address*

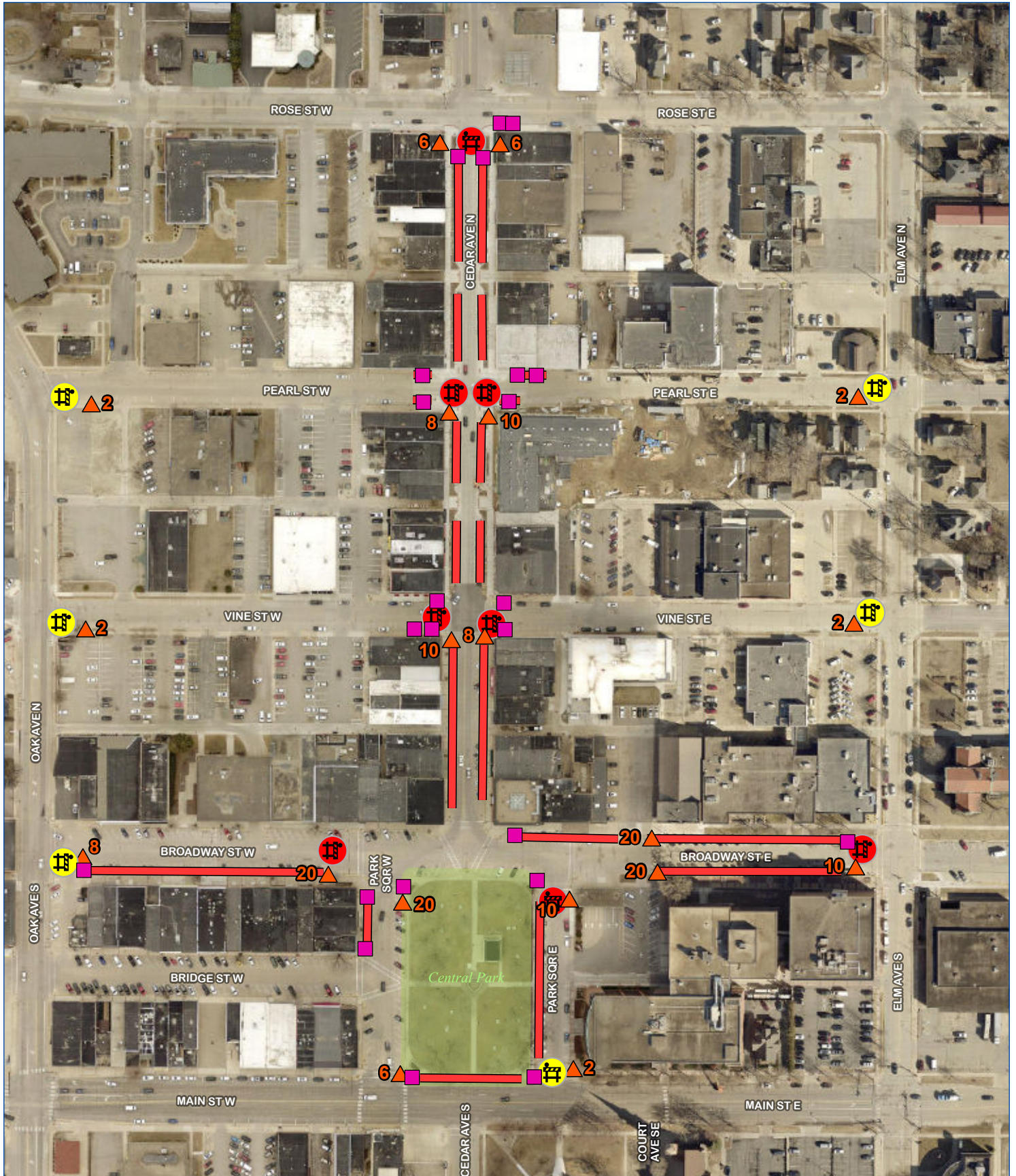
lcochran@owatonna.org

Primary On-site Contact

Event Permit Application - Summary		
	Downtown Thursday - Model T Style - July 24th	
	Event Time: 5:00 pm - 8:00 pm	
	Set up begins at 1:00 pm	
	Clean up complete by 10:00 pm	
Requested Items		
	Streets	100, 200 and 300 blocks of N. Cedar Ave; Central Park & Streets around the park on E. Park Square and W. Park Square, E Broadway St up to Elm Ave and W. Broadway St down to Oak Ave
	Central Park & Central Park Stage	
	13 large barricades	
	184 large cones	
	160 "No Parking" signs	
Department Comments		
	Public Works	Approved with no comment
	Parks & Rec	Approve. No staking more than 6" in the park, make sure horse droppings are cleaned up. Otherwise, same as always, let us know if there are any changes!
	Fire	Approved with no comment
	Building & Inspection	Approved with no comment
	Facilities	Approved with no comment

Downtown Thursday Events

2025 Event Dates:
 - June 5th - August 7th
 - July 3rd - September 4th



 No Parking Sign
 Road Closed Ahead

 Barricades (Road Closed)
 Cones (# at location)
 No Parking



0 100 200 Feet

March 28, 2025

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

EP-25-19

Events Permit
Application

Status: Active
Submitted On: 4/25/2025

Primary Location

No location

Owner

No owner information

Applicant

 Jennifer Thiele
 507-451-1420
 jennifer.thiele@steelehistorymuseum.org
 1700 Austin Rd
Owatonna, MN 55060

Event Information

Event Name

Orphanage Museum Fall Celebration

Event Contact*

Anne Peterson

Location of Event*

West Hills Campus. 540 West Hills Circle, Owatonna, MN

Description of Event* ?

The Steele County Historical Society's Orphanage Museum will hold it's annual festival in September. The day will include tours of Cottage 11, the main museum hallway, and the Crandall Center. This year we will not have wagon rides, instead we will have walking tours with the character actors stationed at relevant locations throughout West Hills Campus.

Event Set Up Date

09/13/2025

Event Set Up Time* ?

11:30 am

Actual Event Date*

09/13/2025

Actual Event Time* ?

12:00 pm

Clean Up Date*

09/13/2025

Clean Up Time ?

5:00

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

Canceled

Estimated Attendance* ?

200

Application Information

Sponsoring Organization Name*

Steele County Historical Society

Mailing Address*

1700 Austin Rd., Owatonna, 55060

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.schsmn.org

Primary Contact

Name*

Jennifer Thiele

Phone Number*

507-451-1420

Cell Phone

541-206-1067

Email Address*

jennifer.thiele@steelehistorymuseum.org

Primary On-site Contact

Map Key

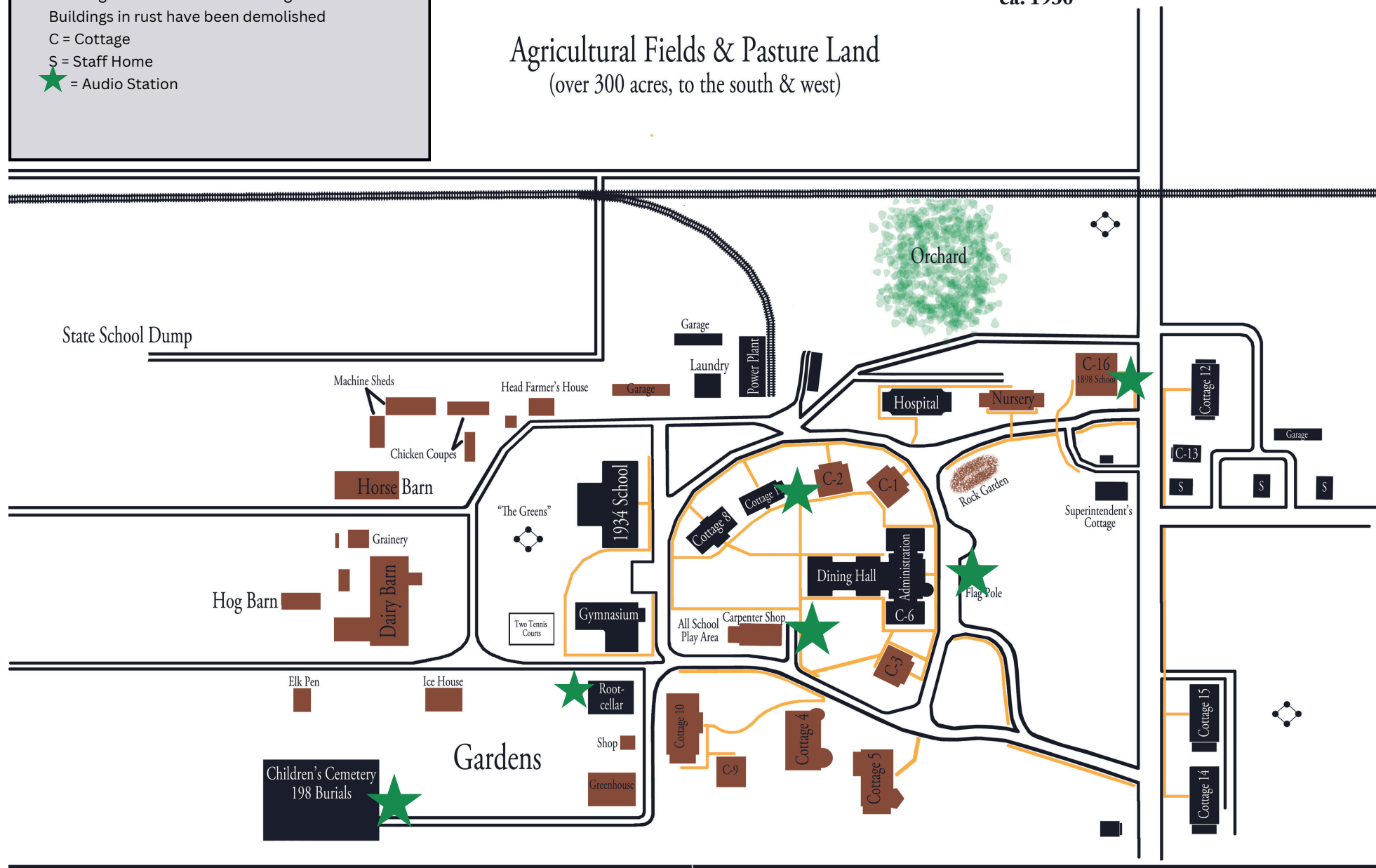
- Buildings in black are still standing
- Buildings in rust have been demolished
- C = Cottage
- S = Staff Home
- ★ = Audio Station



Minnesota State Public School Campus

ca. 1930

Agricultural Fields & Pasture Land
(over 300 acres, to the south & west)



Event Permit Application - Summary		
	Orphanage Museum Fall Celebration	
	Event Date: September 13, 2025	
	Event Time: begins at noon	
	Set up begins at 11:30 am	
	Clean up complete by 5:00 pm	
Requested Items		
	West Hills Campus	SCHS will be utilizing the public parking spaces at the West Hills Campus for guest parking. Guests are encouraged to roam the grounds and engage with the character actors stationed throughout the campus.
	Charles S. Crandall Center	Character stationed in the Charles S. Crandall Center to talk about Mr. Crandall's legacy.
Department Comments		
	Police	Approved, no impact
	Public Works	Approved, no impact
	Parks & Rec	Approved with no comment
	Fire	Approved with no comment
	Building & Inspection	Approved with no comment
	Facilities	Approved with no comment

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization

Name: Steele County Purple Ribbon Club

Previous Gambling

Permit Number: X-93108-24-017

Minnesota Tax ID

Number, if any: _____

Federal Employer ID

Number (FEIN), if any: _____

Mailing Address: 635 Florence Avenue

City: Owatonna

State: MN

Zip: 55060

County: Steele

Name of Chief Executive Officer (CEO): Daniel Buck

CEO Daytime Phone: 507-456-5463

CEO Email: dan@kidskorner.org

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the

IRS toll free at 1-877-829-5500.

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Steele County Fairgrounds Show Arena

Physical Address (do not use P.O. box): 1512 Cedar Avenue S

Check one:

☒ City: Owatonna

Zip: 55060

County: Steele

☐ Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 17, 2025

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

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Title: Admin Coordinator Date: 5/29/2025

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 5/29/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Daniel Buck

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

ICE-25-2

Ice Cream Vendor

Status: Active

Submitted On: 5/29/2025

Primary Location

No location

Owner

No owner information

Applicant Sunny Mehta-morgado 507-219-1093 mehtanini@icloud.com 1013 5th ave NE
Austin, MN 55912

Applicant

First Name*

Sunny

Last Name*

Mehta

Applicant is:*

Person

Mailing Address*

1013 5th Ave NE

City, State, Zip Code*

Austin MN 55912

Phone Number*

507-219-1093

E-Mail Address *

mehtanini@icloud.com

Application Information

The City of Owatonna requires a background check be completed prior to issuance of our business licenses. Please contact our City Administration Office, 507-774-7341, to confirm if needed for this application. **Annual license fee is \$100.00 first vehicle and \$50.00 for each additional vehicle.**

Company Information

Company Name*

Sunny's Ice Cream

Street Address*

1013 5th Ave NE

City *

Austin

State *

MN

Zip Code*

55912

Phone Number *

507-219-1093

Workers' Compensation Insurance Information

Select ONE of the following:

I have a workers' compensation insurance policy.

☐

I am self-insured for workers' compensation.

☐

I am not required to have workers' compensation insurance.

☒

Reason why you are not required to have workers' compensation.*

I have no employees who are covered by the workers' compensation law (these include: spouse, parents, children, and certain farm employees)

New Field

—



CITY OF
OWATONNA

Miscellaneous



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order No 1 - 18th Street Trail Extension - MnDOT

Purpose:

Requesting City Council approval of Change Order Number 1 for the 18th Street Trail Extension Project from the Minnesota Department of Transportation.

Background:

Due to a modification in traffic control plans, there was a negotiated cost increase on the lump sum line item price. This price increase results in the need for a change order.

Budget Impact:

The contract cost will increase by \$2,750 for a total contract price of \$914,046.47.

Staff Recommendation:

Staff recommends approval

Attachments:

1. MnDOT Change Order #1 - 18th Street Trail Extension



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	153-090-002	MN Project No.:	TA 7424 (201)	Change Order No.	1
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Project Location 18th Street
Local Agency City of Owatonna Local Project No. E-174
Contractor Ulland Brothers, Inc. Contract No. _____
Address/City/State/Zip 2501 E. Main Street, Albert Lea, MN 56007
Total Change Order Amount \$ 2750

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.2 - Differing Site Conditions.

Resolution:

1. The Contractor will supply and maintain traffic control in conformance with the revised traffic control plans (pages 26-30)

Entitlement: Payment for this work will be at: Negotiated Lump Sum as shown in the estimate of cost.

This document does not change Contract Time.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1	2563.60 1	Traffic Control	1	LS		\$2750.00
Net Change this Change Order						\$2750

****Group/funding category is required for federal aid projects**

Project Engineer:

Timothy A. Hruska

Date:

5/21/25

Print Name:

Timothy A. Hruska

Phone:

507-288-3923

Contractor:

Andy Erickson

Date:

5/21/25

Print Name:

Andy Erickson

Phone:

507-373-1940

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). **These signatures should be in place before submittal to the DSAE.**



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	153-090-002	MN Project No.:	TA 7424 (201)	Change Order No.	1
-----------	-------------	-----------------	---------------	------------------	---

Signature:

Sean Murphy

Digitally signed by Sean Murphy
DN: C=US, E=sean.murphy@owatonna.gov,
OU=City of Owatonna, CN=Sean Murphy
Date: 2025.05.22 07:32:50-05'00'

Date:

Print Name:

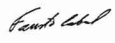
Phone:

Title and Agency:

City Engineer - City of Owatonna

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☒ Federal Funding ☒ State Aid Funding ☒ Local Funds

District State Aid Engineer:  Fausto Cabral
2025.05.23 07:58:44 -05'00' Date: _____

JF



DATE: June 3, 2025
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: T-Hangar Lease Agreement - William Lieske, Lonsdale MN

Purpose:

To approve T-hangar rental agreement for unit located at the Owatonna Degner Regional Airport as follows:

Lessee	Resident	Unit	Monthly Rental Fee	Term
William Lieske	Lonsdale, MN	Building 2, Unit H	\$185.00	2 year

Background:

The agreement provides for the rental of T-hangar unit at the airport for a two year term. The agreement is the standard non-commercial T-hangar lease form used for this purpose and has been reviewed by the City Attorney.

Budget Impact:

The rental fee provided for in the agreements represents a total of \$2,220.00 of annual rental revenue.

Staff Recommendation:

Staff recommends approval subject to receiving all Certificates of Insurance as required in the lease.

Attachments:

1. T-Hangar 2,H Agreement Lieske 2025

OWATONNA DEGNER REGIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

The City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter referred to as "Lessor", hereby leases to William Lieske, a resident of the City of Lonsdale County of Rice, State of Minnesota, hereinafter referred to as "Lessee", that T-Hangar unit situated in an aircraft hangar located at the Owatonna Degner Regional Airport which is more particularly described as follows, to-wit:

HANGAR #2, UNIT "H"
(See attached Exhibit "A")

1. **TERM OF LEASE.** The initial term of this lease shall be for a period commencing June 1, 2025 and ending May 31, 2027. Upon the mutual agreement of the parties hereto, the lease may be renewed for up to two (2) additional periods of one (1) year each. The agreement to renew shall be entered into by the parties prior to the expiration of each term and will be subject to the T-Hangar Rental Policy in effect or applicable at time of renewal. The agreement to renew shall be in writing and signed by the parties hereto specifying the rental fee and the date of expiration.

2. **RENTAL FEE.** During the term of this lease, Lessee shall pay to Lessor a monthly rental fee of One Hundred Eighty Five dollars (\$185.00). All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as Lessor may designate. All rental payments shall be due by the 10th day of the month for which they are made. Upon expiration of this lease the rental fee may be adjusted by the City Council of the City of Owatonna.

3. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the Lessee.

4. **PROHIBITIONS.** Lessee shall be subject to all airport rules and regulations, including but not limited to, the following:

(A) No private locks of any type will be allowed on individual pedestrian doors. If private locks are installed, they will be removed at the discretion of the City of Owatonna.

(B) All items detrimental to the environment shall be disposed of properly. The Lessee of each T-Hangar unit shall be responsible for the proper disposal of all materials generated from or within that unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the Lessee of the unit which generated or was the source of the material.

(C) Lessee's private vehicle shall be allowed to be placed in a T-Hangar when the aircraft is removed for a trip. Parking on the apron or grass will not be permitted.

(D) Lessee shall be responsible for cleanliness of the T-Hangar unit. When, in the opinion of the City of Owatonna, a safety hazard is found to exist within a T-Hangar unit, Lessee will be provided with notice providing for cleanup within seven (7) days, or by such date as the City of Owatonna shall demand. If the cleanup is not completed within the designated time, the City of Owatonna will perform all cleanup, which, in its discretion, it deems necessary, and the cost of which shall be charged to the Lessee.

(E) Lessee at own expense, must maintain hangar in a safe, non-hazardous, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state, and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

(F) The Lessor, or its agent, will provide snow removal services to the area of the leased hangar and taxi-lanes as close to the leased hangar entrance as possible, the Lessee will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

(G) The Lessee is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar.

(H) Engine run-up and taxiing out of the T-Hangars is not allowed.

(I) This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the leased premises or any part thereof be sublet without the prior consent of Lessor in writing. Lessee shall keep and use the T-Hangar primarily for aircraft storage purposes and for no unlawful purpose whatsoever.

(J) T-Hangar units shall be used primarily for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed and flyable which are flown to and from the Owatonna Degner Regional Airport periodically during the year.

(K) Lessee shall possess proof of ownership of the aircraft being stored in leased hangar and aircraft must be properly registered and certified for flight. If Lessee sells the aircraft, the Lessor must be notified in writing within ten (10) days of the sale, and Lessee has ninety (90) days in which to replace said aircraft. One ninety (90) day extension may be allowed, if requested in writing from Lessor. If an aircraft is not owned at the time the hangar lease is consummated, Lessee has ninety (90) days to obtain an aircraft. Prior to placing any aircraft in a T-Hangar

unit, Lessee shall provide Lessor in writing the following information: (See attached Exhibit "B")

1. Aircraft Type
2. Serial Number
3. Registration Number
4. Present Condition of Aircraft (Is the aircraft presently airworthy?)
5. Present Market Value of Aircraft
6. Insurance Carrier (Including type of coverage, limits, and policy number.)

(L) Lessee shall comply with the Owatonna Degner Regional Airport Minimum Standards now existing or as hereafter amended or adopted by the City of Owatonna.

(M) Hangar Door to be Closed. The Lessee is responsible for ensuring that the bi-fold hangar door is closed and latched at all times, except when entering or exiting the hangar. The Lessee agrees not to operate the bi-fold door in wind conditions gusting in excess of 30mph (26 knots). The Lessee is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the Lessee's failure to comply with this provision.

5. **ELECTRIC SERVICE.** Electricity is available in each unit. The City of Owatonna reserves the right to install individual meters to each unit and the cost of electricity for each unit may then be billed to Lessee by the City on a periodic basis. Engine heaters shall be of such size as to not overload the electric system. Fuel-fired, hot-air type heaters are permitted if attended on a continuous basis while in use. Electric space heaters are prohibited.

6. **RIGHT OF ENTRY.** Lessor reserves the right for itself or agents to go on, into, and have access at all times during the existence of this lease, to said premises for the purpose, including, but not limited to, inspection and showing of the building.

7. **INSURANCE.** Lessee shall maintain the following insurance coverages:

A. Lessee shall carry aircraft liability insurance with limits of coverage not less than as required pursuant to the Minnesota Statue Section 360.59 Subdivision 10, and may be amended.

B. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the City of Owatonna indicating the

required coverage for the entire term of the lease and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage.

C. In lieu of carrying hull insurance, Lessee covenants and agrees that he will not hold the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the T-hangars, aprons, field, or any other location at the airport; and Lessee agrees the plane and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

D. Comprehensive general liability insurance insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Such insurance shall be in the amount of not less than One Million (1,000,000.00) per occurrence for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand (\$100,000) per person. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors, contractual liability (covering the indemnity included in this lease agreement), and shall name Lessor as an additionally insured party. Lessor shall be furnished with a copy of the certificate of insurance. The liability insurance policy also showing endorsements requiring thirty (30) days' written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

E. In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other for insured loss occurring to the real property owned by City of Owatonna and personal property owned by the Lessee all while located at the leased premises.

Any policy issued to the City of Owatonna providing duplicate or similar coverage shall be deemed excess over Tenant's policies. Tenant waives any subrogation rights against the City of Owatonna on all claims and insurance policies.

Tenant shall not use or permit the Premises to be used in any manner that would void Tenant's or the City of Owatonna's insurance or increase the insurance risk. Tenant shall comply with all requirements imposed by the insurers for the City of Owatonna and Tenant.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold completely harmless the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any and all

liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the T-Hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

The provisions of this section shall survive expiration or earlier termination of this lease. The furnishing of the required insurance shall not be deemed to limit Tenant's obligations under this Section.

The Tenant shall defend, indemnify and hold the City of Owatonna harmless from any claims or liabilities as a result of Tenant's failure to procure and to keep in force the insurance required in the Lease.

9. **ATTORNEY FEES.** Lessee shall pay and discharge all costs, attorney fees, and expenses arising from enforcing any covenants or forfeiture hereof.

10. **TERMINATION.** In case Lessee shall fail to make any of the above-mentioned payments as specified or fail to keep and perform any of the covenants and agreements herein contained, Lessor may immediately and without notice terminate this lease and re-enter and repossess said premises, without prejudice, to its claims for earned cash rent. The following by way of illustration but not by limitation shall constitute a default under this lease:

(1) Tenant fails to pay money owed to the City of Owatonna under this Lease when due, and such failure continues for ten (10) days after written notice from the City of Owatonna.

(2) Tenant uses the Premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from the City of Owatonna.

(3) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from the City of Owatonna.

(4) Tenant fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires, or is reduced or materially changed so as not to comply with this Lease; or the City of Owatonna receives such notice of any such conditions pursuant to Section 7., and such failure continues for a period of ten (10) days following written notice from the City of Owatonna to Tenant.

(5) Tenant vacates or abandons the Premises, and such default continues for ten (10) days following written notice from the City of Owatonna to Tenant.

(6) Tenant fails to abide by any applicable federal, state, or municipal statutes, regulation, ordinance, rule, or airport policy

(7) Any other action or inaction on the tenant's part which the City determines is in breach of the lease.

IN WITNESS HEREOF, the parties hereto have executed this lease this _____ day of _____, 20____.



Lessee

CITY OF OWATONNA, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____ and _____,
the Mayor and City Administrator of the City of Owatonna, a municipal corporation
under the laws of the State of Minnesota, on behalf of the City of Owatonna,
Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

EXHIBIT "A"

T-HANGAR NO 2

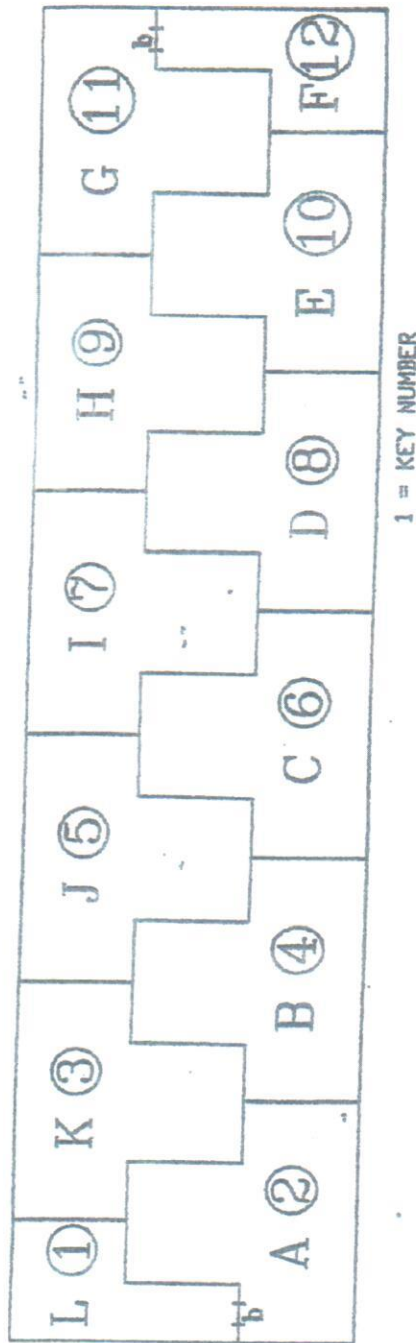


EXHIBIT "B"

- _____ 1. Aircraft Type Viking Model 17-30A
- _____ 2. Serial Number 75-30753
- _____ 3. Registration Number N4204B
- _____ 4. Present Condition of Aircraft Airworthy
- _____ 5. Present Market Value \$ 85,000
- _____ 6. Insurance Carrier _____

Attach Copy of Insurance Certificate



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Athletic Trainer(s) Strength Coach Service Agreement - Olmsted Medical Center

Purpose:

Services agreement with Olmsted Medical Center to perform athletic training and strength coaching services for the fire department employees.

Background:

Athletic training is crucial for firefighters due to the physically demanding and dangerous nature of the work. It helps improve performance, reduce injury risk, and enhance overall well-being. By focusing on strength, endurance, and agility, athletic training can equip firefighters with the physical capabilities needed to handle the challenges of firefighting, ultimately saving lives and improving their own health.

Budget Impact:

The cost of the program is \$3,000 for 12 months. OMC will bill the fire department monthly based on usage up to the total amount of the agreement and will be paid for out of the current fire department budget.

There is also a \$10/yr cost for an app for each participant to access the online exercises. This will be paid for by each individual participating in the program.

Staff Recommendation:

Staff recommends approval of this agreement.

Attachments:

1. OMC Contract - OFD 2025

ATHLETIC TRAINER(S)/STRENGTH COACH SERVICES AGREEMENT (DRAFT COPY)

THIS AGREEMENT is made effective as of the 2nd day of May 2025, by the City of Owatonna Fire Department ("OFD") and Olmsted Medical Center ("OMC").

I. OBJECTIVES.

The City of Owatonna desires to purchase licensed athletic trainer(s)/certified strength and conditioning coach services from OMC under the terms outlined below for the Owatonna Fire Department ("OFD"). These services will be provided through OMC's Athletic Performance (AP) department.

II. RESPONSIBILITIES AND FUNCTIONS.

1) OMC Responsibilities:

- a) Services provided by licensed athletic trainers/certified strength and conditioning coaches will include evaluation of minor urgent injuries to and advice on appropriate follow-up care of injuries to OFD personnel. Services also include continued, movement analysis, and strength/ conditioning training. See **Exhibit A** for further explanation of services provided. Services shall be performed within the scope of practice for licensed/certified athletic trainers (LAT/ATC)/ certified strength and conditioning specialists (CSCS) and under the direction of OMC's Sports Medicine Directors or other Sports Medicine Department clinicians. Athletic trainers will refer care as medically appropriate to clinicians or specialists at OMC or to a provider of the OFD personnel's choosing.
- b) Additional services for OFD personnel are available upon request; examples are included in **Exhibit B**. Some additional services provided at the Sports Medicine facility may be at additional charge.

2) City of Owatonna Responsibilities:

- a) OFD will provide all disposable supplies needed by the athletic trainer and appropriate space in which to conduct services.
- b) OFD agree to the following:
 - The athletic trainer will be shown the same respect as any clinical staff at OMC.
 - Cooperate in organizing and promoting educational programs for OFD personnel.
 - Allow access for athletic trainers/strength coaches who are working at the stations.
 - Provide notification of cancellation or changes in scheduled events as OFD personnel become aware of the change. OMC understands that cancellations or changes in schedule events are uncontrollable.
 - Will work exclusively through OMC in the development and delivery of all athletic training/strength coach services provided to OFD personnel.
 - Will provide input into the annual evaluation of the services offered by OMC that are outlined in this Agreement.

3) Substitution:

Should an athletic trainer/strength coach not be available, substitution by a different athletic trainer/strength coach, as available. OMC will do as much as possible to find a replacement as needed, in the event someone is ill or has another commitment.

4) Records:

The athletic trainer/strength coach will maintain appropriate records of injuries. Confidentiality of records will be maintained per OMC's confidentiality policies and procedures for licensed athletic trainer(s)/certified strength and conditioning coach services.

5) Consents:

To the extent necessary to provide services under this Agreement, consent will be obtained from OFD Personnel permitting OMC to release information to a third party.

6) Acknowledgment:

The City and OFD will acknowledge in promotional materials that services are provided by OMC.

7) Insurance:

At no cost to the City, OMC shall maintain in full force general and professional liability insurance for the athletic trainer services. Upon request by the City, OMC shall provide the City with evidence of such insurance coverage. The City provides appropriate professional liability and general liability insurance to cover its liability.

8) Payment:

OMC will provide services outlined at \$3,000 for 2025 calendar year. OMC provides this service as a community benefit and resource. It is not the purpose of this agreement or the intent of the parties to induce or encourage the referral of patients and there is no requirement for referrals to OMC. Payment for services will be made by the City to OMC by the thirtieth (30th) day of every month following when the services were rendered.

9) Use of Name:

Except as specifically permitted at section 7, any use of the OMC name or trademark in any advertising, publicity, or promotion must first be approved in writing by OMC.

III. NATURE OF RELATIONSHIP AND DUTIES.

The provisions of this Agreement are not intended, and shall not be construed, to create any relationship between OMC or its athletic trainer(s)/strength coaches and the City, other than that of independent entities contracting to have one entity (OMC) provide the other entity (City) with the services specified in this Agreement.

IV. TERM OF AGREEMENT.

The term of this Agreement shall be from May 2, 2025 to April 30, 2026, and shall cover any services listed in **Exhibit A**. The agreement will be reviewed for continuance, revision, or cancellation. A written agreement signed by both parties will be necessary to reflect continuance or revision of this Agreement. Either party may terminate this Agreement upon providing 60 days written notice upon the first of the month. If notice is given after the first of the month, termination shall occur 60 days plus the number of days remaining in the month following notification.

V. NOTICES

All notices provided to OMC and the City under this Agreement shall be sent to:

If to OMC: Olmsted Medical Center
 210 Oak Ave
 Owatonna, MN 55901
 Attention: Jake Hesse

If to City: Owatonna Fire Department
 107 Main St.
 Owatonna, MN 55060
 Attention: Ed Hoffman

VI. NO ASSIGNMENT.

OMC shall not assign this Agreement, or subcontract with any other person or entity to provide services under the Agreement, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

VII. COMPLIANCE WITH LAW.

1. Performance under this Agreement shall be: (a) in accordance with all applicable federal, state, and local laws, rules, ordinances, and regulations; and (b) consistent with the policies and procedures of OMC and the City.
2. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.
3. All goods and services provided pursuant to this Agreement shall be in exchange for proper payment from the City. The intent of this provision is to ensure compliance with all applicable laws.

VIII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

IX. ENTIRE AGREEMENT.

This Agreement contains all of the agreements, representations, and understandings of the parties and supersedes all prior oral and/or written agreements, communication, and documents, if any, between the parties. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

City of Owatonna

Olmsted Medical Center

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
ATHLETIC TRAINER(S) SERVICES AGREEMENT

OMC's Athletic Performance Strength/Medical Services Provided to the City for OFD personnel:

- **Injury Evaluations:**
 - Injury Evaluation, appropriate treatment, and management at onsite training sessions.
 - Referral for further evaluation as deemed necessary and appropriate.
- **Strength/Conditioning Training:**
 - Functional Movement Evaluation for all interested OFD personnel
 - Strength/Conditioning training services at OFD.

Site Coverage:

- Covering (LAT/ATC)/(CSCS) will be dressed appropriately and wear OMC branded apparel.

EXHIBIT B
ATHLETIC TRAINER(S) SERVICES AGREEMENT

Additional Services:

- Education in-services
- Coaching injury management
- Concussion - recognition/management
- Proper hydration
- Sports nutrition concepts
- Reflexive Performance Reset (RPR)
- New Recruit Academy Training services
- Others on request



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Customized Training Income Contract - Riverland Community College

Purpose:

Customized Training Agreement with Riverland College.

Background:

As part of the fire department's ongoing training, we are planning on bringing in an outside instructor to instruct an Advanced Pumps class for the full-time firefighters.

Running the pumps on the fire engines is one of the primary responsibilities of the FT staff. Bringing in an outside instructor allows us to learn new and advanced techniques to better perform our jobs.

Budget Impact:

The cost of this class is \$700 and will be covered out of the fire department training budget. The training will occur on our scheduled full-time training day in June.

Staff Recommendation:

Staff recommends approval of this agreement.

Attachments:

1. RCC - Advanced Pumps Contract

FY	Cost Center	Obj Code	Amount	Vendor #	P.O.#

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
RIVERLAND COMMUNITY COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

Riverland Community College (hereafter "COLLEGE/UNIVERSITY"), by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities, and Owatonna Fire Department (hereafter "PURCHASER") agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service:

Advanced Pumps

Date(s) of Instruction/Activity/Service:

June 9, 2025

Instructor/Trainer/Consultant:

Qualified Instructor

Location:

Owatonna Fire Department

Other Provisions:

Riverland Community College will provide an instructor(s), all training materials, any equipment necessary that is not on-site and training documentation.

II. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

A classroom large enough to accommodate the number of students and equipment that may be needed for the training. Provide the participants and payment for the training.

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE:

Owatonna Fire Department shall make all of the arrangements, including any payment, for the location to be used for the Instruction/Activity/Service.

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Cost

Cost of Instruction/Activity/Service (total or per hour):

Seven hundred dollars and 00/100 (\$700.00)

Other fees:

N/A

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at least Thirty (30) days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or

reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

Riverland Community College
Attn: Sarah Hartman
1900 Eighth Avenue NW
Austin Minnesota 55912

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent: Broderrick Dalland

B. COLLEGE/UNIVERSITY'S authorized agent: Matthew Bissonette, Dean of Academic Affairs/Workforce

VI. TERM OF CONTRACT

A. Effective date: May 23, 2025

B. End date: June 15, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the PURCHASER or the COLLEGE/UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VIII. ASSIGNMENT. Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. PURCHASER agrees to indemnify and save and hold the COLLEGE/UNIVERSITY, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or the PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

XII. GOVERNMENT DATA PRACTICES ACT. The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

XIII. RIGHTS IN ORIGINAL MATERIALS. The COLLEGE/UNIVERSITY shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any subPURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:

- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XV. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. PURCHASER:
PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
Riverland Community College

By (authorized college/university signature)
Title
Date



CITY OF
OWATONNA

Finance Report

RECAP:

\$	27,621.49	AvFuel Corp - Airport fuel for resale
	228,305.08	Hydro-Klean - 2025 CIPPS projects - pay est #2
	383,211.00	League of MN Cities Ins Trust - renewal property & liability insurance
	50,338.90	Short Elliot Hendrickson
		- St SE reconstruction services - April 2025 - \$47,389.32
		- Miscellaneous on-call traffic services - \$2,949.58
	153,536.84	Southeast Service Cooperative - May 2025 health ins premiums
	220,698.80	Wencl Construction
		- 25001 Street & Utility - pay est #1 - \$217,544.30
		- 18th Street pond outlet - \$3,154.50
	<u>244,673.00</u>	OTHER EXPENDITURES
\$	1,308,385.11	<i>SUBTOTAL</i>
	<u>105,490.00</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$	<u><u>1,413,875.11</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
383044	05/20/25	CLOVER CONNECT	3,062.99	R	Wire Transfer
383045	05/20/25	GLOBAL PAYMENTS INTEGRATED	7,498.04	R	Wire Transfer
383046	05/20/25	MN DEPT OF LABOR AND INDUSTRY	3,117.68	R	Wire Transfer
383047	05/20/25	MN DEPT OF REVENUE	10,722.19	R	Wire Transfer
383048	05/20/25	PAYMENTECH	26.77	R	Wire Transfer
383049	05/20/25	SOUTHEAST SERVICE COOPERATIVE	153,536.84	R	Wire Transfer
383050	05/20/25	US BANK	16,456.58	R	Wire Transfer
383051	05/20/25	WEX BANK	2,188.18	R	Wire Transfer
383052	05/20/25	WEX HEALTH INC	352.00	R	Wire Transfer
383053	06/01/25	A&H PROPERTIES	167.00	R	ACH
383054	06/01/25	ACADEMY APARTMENTS OF OWA LLC	2,069.00	R	ACH
383055	06/01/25	ALL AREA MANAGEMENT LLC	2,264.00	R	ACH
383056	06/01/25	APACHE APARTMENTS	607.00	R	ACH
383057	06/01/25	ATM PROPERTIES LLC	1,891.00	R	ACH
383058	06/01/25	AUSTIN HRA	1,428.00	O	Regular
383059	06/01/25	BROWN CYNTHIA	524.00	R	ACH
383060	06/01/25	BRYCEN GREGOR	2,903.00	R	ACH
383061	06/01/25	CAPELLE COMPANIES LLC	870.00	R	ACH
383062	06/01/25	CEDAR HILLS ESTATES LLC	3,442.00	R	ACH
383063	06/01/25	CEDAR RIDGE APARTMENTS	64.00	R	ACH
383064	06/01/25	CEDAR ROSE ASSOCIATES LLC	1,260.00	R	ACH
383065	06/01/25	CEDAR RUN TOWN HOMES MDI #41	3,743.00	R	ACH
383066	06/01/25	CEDARDALE NORTH APARTMENTS	828.00	R	ACH
383067	06/01/25	CEDARDALE SOUTH APARTMENTS	611.00	R	ACH
383068	06/01/25	CEDARDALE WEST APARTMENTS	600.00	R	ACH
383069	06/01/25	CHAD STANNARD	436.00	R	ACH
383070	06/01/25	CHASE BLUM	629.00	R	ACH
383071	06/01/25	CHRIS PROHASKI	630.00	R	ACH
383072	06/01/25	COMMON CENTS PROPERTIES LLC	323.00	R	ACH
383073	06/01/25	COOPERS COURT LLC	3,637.00	R	ACH
383074	06/01/25	DANIEL SCHLEGEL	486.00	R	ACH
383075	06/01/25	DSBMT, LLC	595.00	R	ACH
383076	06/01/25	EEK, LLC	5,218.00	R	ACH
383077	06/01/25	FREDRICKSON PROPERTIES	1,348.00	R	ACH
383078	06/01/25	IMAGE APARTMENT	3,570.00	R	ACH
383079	06/01/25	JANESVILLE APARTMENTS	288.00	R	ACH
383080	06/01/25	JBLL EQUITIES LLC	478.00	R	ACH
383081	06/01/25	JPF PROPERTIES	473.00	R	ACH
383082	06/01/25	JULIE WERSAL	705.00	R	ACH
383083	06/01/25	KEG INVESTMENTS LLC	1,715.00	R	ACH
383084	06/01/25	KEITH MARTIN	1,400.00	R	ACH
383085	06/01/25	KLEVOS GREG	769.00	R	ACH
383086	06/01/25	L&L LEGACY PROPERTIES	865.00	R	ACH
383087	06/01/25	LINCOLN SQUARE APARTMENTS	6,174.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383088	06/01/25	LINDSAY MACHT	53.00	R	ACH
383089	06/01/25	LWO LIMITED PARTNERSHIP #116	4,393.00	R	ACH
383090	06/01/25	MARQUARDT DENNIS	2,356.00	R	ACH
383091	06/01/25	MARTIN FAMILY LLC	3,490.00	R	ACH
383092	06/01/25	MCCAULEY CONSTRUCTION	434.00	R	ACH
383093	06/01/25	MIDWEST INVEST LLC	573.00	R	ACH
383094	06/01/25	MOSSEE PROP INV LLC	646.00	R	ACH
383095	06/01/25	NECHVILLE SUSAN	2,607.00	R	ACH
383096	06/01/25	NORTHCOURT APARTMENTS	725.00	R	ACH
383097	06/01/25	NORTHGATE	2,069.00	R	ACH
383098	06/01/25	NORTHSTAR HOLDINGS LLC	595.00	R	ACH
383099	06/01/25	NORTHWEST MANOR	3,171.00	R	ACH
383100	06/01/25	OWATONNA PUBLIC UTILITIES	209.00	R	ACH
383101	06/01/25	PARKVIEW OWATONNA LLC	443.00	R	ACH
383102	06/01/25	PEACH INVESTMENTS LLC	334.00	R	ACH
383103	06/01/25	PETER BIEL	693.00	R	ACH
383104	06/01/25	POSITIVE SHARE LLC	552.00	R	ACH
383105	06/01/25	PROHASKI PROPERTIES	1,299.00	R	ACH
383106	06/01/25	QUALITY RENTALS OF OWATONNA LL	858.00	R	ACH
383107	06/01/25	REDLINE DEVELOPMENT GRP LLC	827.00	R	ACH
383108	06/01/25	RICHARD ELLINGSON	926.00	R	ACH
383109	06/01/25	SIXSPARKS LLC	627.00	R	ACH
383110	06/01/25	SMITH REAL ESTATE LLC	1,148.00	R	ACH
383111	06/01/25	SMITH VENTURES LLC	895.00	R	ACH
383112	06/01/25	SPERO	3,380.00	R	ACH
383113	06/01/25	SUMMIT MANOR	450.00	R	ACH
383114	06/01/25	SUSAN I JOHNSON	4,286.00	R	ACH
383115	06/01/25	USDA RURAL DEVELOPMENT	634.00	0	Regular
383116	06/01/25	USDA RURAL DEVELOPMENT	476.00	0	Regular
383117	06/01/25	WILLOW RUN I MDI #58	3,895.00	R	ACH
383118	06/01/25	WILLOW RUN II MDI #85	4,626.00	R	ACH
383119	06/01/25	YOUNGDAHL DEVELOPMENT LLC	2,624.00	R	ACH
383120	06/01/25	ZK INVESTORS LLC	2,186.00	R	ACH
383121	06/03/25	ALEXANDER LUMBER COMPANY	448.10	0	Regular
383122	06/03/25	ALS GROUP USA CORP	140.00	R	ACH
383123	06/03/25	AMERICAN PUBLIC WORKS ASSN	1,330.25	0	Regular
383124	06/03/25	APG MEDIA OF SO MINNESOTA LLC	974.38	0	Regular
383125	06/03/25	ASSOC OF MINNESOTA COUNTIES	30.00	0	Regular
383126	06/03/25	AVFUEL CORPORATION	27,621.49	R	ACH
383127	06/03/25	AWARDS DIRECT INC	20.00	0	Regular
383128	06/03/25	BACHMAN'S CREDIT DEPT	1,627.00	R	ACH
383129	06/03/25	BAKER & TAYLOR BOOKS	583.75	R	ACH
383130	06/03/25	BRENT MIELKE	550.00	0	Regular
383131	06/03/25	BY THE YARD LLC	3,180.00	0	Regular
383132	06/03/25	CAVALIER COACHES INC	1,500.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383133	06/03/25	CCP INDUSTRIES INC	354.59	0	Regular
383134	06/03/25	CDW GOVERNMENT INC	874.20	0	Regular
383135	06/03/25	CEMSTONE PRODUCTS CO	1,326.67	0	Regular
383136	06/03/25	CENTRAL FARM SERVICE	17,207.04	0	Regular
383137	06/03/25	CITY OF OWATONNA	20.00	0	Regular
383138	06/03/25	CLUB CADDIE	525.00	0	Regular
383139	06/03/25	CONTINENTAL RESEARCH CORP	1,159.01	R	ACH
383140	06/03/25	CORE & MAIN	32.34	0	Regular
383141	06/03/25	COURT SPORTS AND MORE	1,364.00	R	ACH
383142	06/03/25	CTS CONSTRUCTION	2,519.00	0	Regular
383143	06/03/25	CULLIGAN OF OWATONNA	45.25	R	ACH
383144	06/03/25	DELL MARKETING LP	4,249.59	R	ACH
383145	06/03/25	DENISE STEWART	352.02	0	Regular
383146	06/03/25	DONNA ANDERSON	50.00	0	Regular
383147	06/03/25	EMPLOYEE STRATEGIES INC	4,583.00	R	ACH
383148	06/03/25	FARMERS FEED AND PET SUPPLY	113.70	0	Regular
383149	06/03/25	FIRE PROTECTION SERVICES	637.20	0	Regular
383150	06/03/25	FIRST SUPPLY OWATONNA	1,129.80	R	ACH
383151	06/03/25	FLAHERTY & HOOD PA	4,295.00	R	ACH
383152	06/03/25	FOUR SEASONS ELECTRIC	170.00	R	ACH
383153	06/03/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
383154	06/03/25	GENUINE PARTS COMPANY - NAPA	899.37	R	ACH
383155	06/03/25	GRAINGER	77.46	R	ACH
383156	06/03/25	HAWKINS INC	10.00	R	ACH
383157	06/03/25	HILLYARD INC	9,542.53	0	Regular
383158	06/03/25	HORIZON COMMERCIAL POOL SUPPLY	1,312.59	R	ACH
383159	06/03/25	HUBER SUPPLY CO INC	64.28	0	Regular
383160	06/03/25	HUGHES VENTURES INC	4,170.00	0	Regular
383161	06/03/25	HYDRO-KLEAN LLC	228,305.08	R	ACH
383162	06/03/25	I U O E LOCAL 70	2,915.00	0	Regular
383163	06/03/25	I/O SOLUTIONS INC	386.00	0	Regular
383164	06/03/25	ICMA	1,027.00	0	Regular
383165	06/03/25	IFACS	440.84	R	ACH
383166	06/03/25	INGRAM LIBRARY SERVICES LLC	535.37	0	Regular
383167	06/03/25	INNOVATIVE OFFICE SOLUTIONS	1,303.01	0	Regular
383168	06/03/25	JAMES WEDGWOOD PRATT	850.00	0	Regular
383169	06/03/25	JETTER CLEAN INC	1,681.25	R	ACH
383170	06/03/25	JOHN'S APPLIANCE & A/C SERVICE	120.00	R	ACH
383171	06/03/25	JONES HAUGH & SMITH INC	1,485.00	0	Regular
383172	06/03/25	JULIA SEYKORA	34.33	0	Regular
383173	06/03/25	KARI MARIE JACOTT LPCC	600.00	0	Regular
383174	06/03/25	KIRI ANN FAUL	665.00	R	ACH
383175	06/03/25	LAWSON PRODUCTS	287.33	0	Regular
383176	06/03/25	LEAGUE OF MN CITIES INS TRUST	383,211.00	0	Regular
383177	06/03/25	LEGENCE SUBSIDIARY HOLDINGS LL	4,839.75	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383178	06/03/25	MATTHEW HOKANSON	742.50	0	Regular
383179	06/03/25	MCNEILUS STEEL INC	78.62	R	ACH
383180	06/03/25	METRONET SYSTEMS HOLDINGS LLC	1,451.94	R	ACH
383181	06/03/25	MICHAEL BEACH COACHING & CONSU	650.00	R	ACH
383182	06/03/25	MIDWEST TAPE LLC	678.47	R	ACH
383183	06/03/25	MN DEPT OF TRANSPORTATION	2,429.06	0	Regular
383184	06/03/25	MN PUBLIC EMPLOYEES ASSOC	1,392.00	R	ACH
383185	06/03/25	MN VALLEY TESTING LABS INC	2,534.25	R	ACH
383186	06/03/25	MTI DISTRIBUTING INC	1,079.63	R	ACH
383187	06/03/25	NAVAL SURFACE WARFARE CTR-CRAN	1,800.00	R	ACH
383188	06/03/25	NORTHLAND FARM SYSTEMS	254.72	R	ACH
383189	06/03/25	OFFICE OF MNIT SERVICES	153.53	0	Regular
383190	06/03/25	ORIGINAL WATERMEN INC	1,193.87	R	ACH
383191	06/03/25	OVERHEAD DOOR CO	309.00	R	ACH
383192	06/03/25	OWATONNA AREA CHAMBER OF COMM	18,626.56	0	Regular
383193	06/03/25	OWATONNA HEATING & COOLING INC	1,093.00	R	ACH
383194	06/03/25	OWATONNA MOTOR COMPANY	178.13	0	Regular
383195	06/03/25	OWATONNA PUBLIC UTILITIES	614.53	R	ACH
383196	06/03/25	OWT HARDWARE	314.33	0	Regular
383197	06/03/25	PAAPE COMPANIES INC	4,820.00	R	ACH
383198	06/03/25	PDI	1,053.54	0	Regular
383199	06/03/25	PLUNKETT'S PEST CONTROL INC	590.73	R	ACH
383200	06/03/25	PRESENCE TELEHEALTH PLLC	424.00	R	ACH
383201	06/03/25	PRIME GARAGE DOOR & MORE LLC	575.00	R	ACH
383202	06/03/25	RDO EQUIPMENT CO	161.89	R	ACH
383203	06/03/25	REINDERS INC	3,481.64	R	ACH
383204	06/03/25	RENT N SAVE PORTABLE SERVICES	2,505.50	R	ACH
383205	06/03/25	RIAN COPELAND	50.00	0	Regular
383206	06/03/25	RS AMERICAS INC	4,778.52	0	Regular
383207	06/03/25	SCHILLING SUPPLY CO	3,043.51	R	ACH
383208	06/03/25	SENIORPLACE INC	144.00	0	Regular
383209	06/03/25	SHERWIN WILLIAMS COMPANY	89.34	0	Regular
383210	06/03/25	SHI INTERNATIONAL CORP	188.52	0	Regular
383211	06/03/25	SHORT ELLIOTT HENDRICKSON INC	50,338.90	R	ACH
383212	06/03/25	SHRED RIGHT	85.06	R	ACH
383213	06/03/25	SIGN PRO OF OWATONNA	25.00	R	ACH
383214	06/03/25	SMITHS MILL IMPLEMENT INC	137.17	0	Regular
383215	06/03/25	SPHERION STAFFING LLC	643.00	0	Regular
383216	06/03/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
383217	06/03/25	STEVE JAMES EXCAVATING INC	10,606.66	R	ACH
383218	06/03/25	SWEET TOWING	135.00	0	Regular
383219	06/03/25	SYNCHRONY BANK - LOWE'S	3,314.84	0	Regular
383220	06/03/25	T-MOBILE	2,199.03	0	Regular
383221	06/03/25	TAYLOR MADE GOLF COMPANY INC	365.52	0	Regular
383222	06/03/25	TRENCHERS PLUS INC	373.32	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383223	06/03/25	TRI M GRAPHICS	3,010.82	R	ACH
383224	06/03/25	UKG INC	2,992.34	R	ACH
383225	06/03/25	UNITED WAY	80.00	0	Regular
383226	06/03/25	UTILITY LOGIC	990.10	R	ACH
383227	06/03/25	VAN METER INC	223.94	0	Regular
383228	06/03/25	VENTURE HYDRAULICS INC	203.01	R	ACH
383229	06/03/25	VERIZON WIRELESS	2,665.27	0	Regular
383230	06/03/25	VESERIS	866.80	R	ACH
383231	06/03/25	VESTIS GROUP INC	332.59	0	Regular
383232	06/03/25	WALBRAN & FURNESS CHARTERED	5,123.25	R	ACH
383233	06/03/25	WALBRAN & FURNESS CHATERED	1,039.59	R	ACH
383234	06/03/25	WEN-COL INC	1,211.17	0	Regular
383235	06/03/25	WENCL CONSTRUCTION INC	220,698.80	0	Regular
383236	06/03/25	WEST SHORE SERVICES INC	14,729.50	0	Regular
383237	06/03/25	XCEL ENERGY	284.74	0	Regular
383238	06/03/25	ZEP MANUFACTURING CO	206.85	R	ACH

65	Checks total:	723,380.26
121	ACH total:	493,533.58
0	EFTPS total:	
9	Wire transfer total:	196,961.27
0	Payment Manager total:	
195	GRAND TOTALS	1,413,875.11



CITY OF
OWATONNA

Resolutions



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 30-25: Safe Streets For All Funding

Purpose:

Requesting City Council approval of Resolution 30-25 supporting the submission of the Safe Streets and Roads for All Comprehensive Safety Action Plan Grant Application and, if awarded, authorizing the use of funds to proceed with the plan creation.

Background:

The U.S. Department of Transportation will award funding for the development of a Comprehensive Safety Action Plan through the Safe Streets and Roads for All discretionary grant program. The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over five years from 2022-2026 with approximately \$2 billion still available for future funding rounds. The SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries, and crashes in the city of Owatonna resulting in serious injuries and loss of life continue to be a major concern, particularly for vulnerable road users such as children who walk or bike to school.

A Comprehensive Safety Action Plan will set an eventual goal of zero roadway deaths and serious injuries on our region's roadways and create healthy, safe, equitable mobility for all, and will identify a high-injury network and provide high-impact strategies that can be implemented to improve safety across a wide geographic region, with a focus on safety for all users, including vulnerable users.

A Comprehensive Safety Action Plan will allow for the City to center efforts around the people most impacted by traffic crashes and, upon plan adoption, would make the City eligible to apply for Implementation Grant funds through the Safe Streets and Roads for All discretionary grant program, and the City of Owatonna is applying as a Co-Applicant to Steele County's SS4A application which will result in a more collaborative, efficient, and consistent planning process while still assessing the needs of both the County and City's concerns.

Budget Impact:

The grant application will request \$312,500 to develop a Comprehensive Safety Action Plan for both Steele County and the City of Owatonna. If grant funds are awarded, a 20% local

match (\$62,500) is required. This will be split evenly between Steele County and Owatonna, with the City share being \$31,250. The City's local share contribution will be paid for using grant matching funds if we can not include it in the 2026 Operating Budget. The County is also covering consultant costs for preparing the application.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 30-25: Safe Streets for All (SS4A) Funding

RESOLUTION NO. 30-25

RESOLUTION FOR
SAFE STREETS FOR ALL (SS4A) FUNDING
TO DEVELOP COMPREHENSIVE SAFETY ACTION PLAN

WHEREAS, the U.S. Department of Transportation will award funding for the development of a Comprehensive Safety Action Plan through the Safe Streets and Roads for All discretionary grant program, and

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over five years from 2022-2026 with approximately \$2 billion still available for future funding rounds, and

WHEREAS, the SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries, and

WHEREAS, crashes in the city of Owatonna resulting in serious injuries and loss of life continue to be a major concern, particularly for vulnerable road users such as children who walk or bike to school, and

WHEREAS, a Comprehensive Safety Action Plan will set an eventual goal of zero roadway deaths and serious injuries on our region's roadways and create healthy, safe, equitable mobility for all, and

WHEREAS, a Comprehensive Safety Action Plan will identify a high-injury network and provide high-impact strategies that can be implemented to improve safety across a wide geographic region, with a focus on safety for all users, including vulnerable users.

WHEREAS, a Comprehensive Safety Action Plan will allow for the City to center efforts around the people most impacted by traffic crashes and, upon plan adoption, would make the City eligible to apply for Implementation Grant funds through the Safe Streets and Roads for All discretionary grant program, and

WHEREAS, the City of Owatonna is applying as a Co-Applicant to Steele County's SS4A application which will result in a more collaborative, efficient, and consistent planning process while still assessing the needs of both the County and City's concerns, and

WHEREAS, the grant application will be requesting \$312,500 to develop a Comprehensive Safety Action Plan, and if grant funds are awarded, there is a 20% local match required.

NOW, THEREFORE BE IT RESOLVED the Owatonna City Council, Minnesota, supports the submittal of the Safe Streets and Roads for All Comprehensive Safety Action Plan grant application and if awarded a Safe Streets and Roads for All grant, will contribute their share of the local match funds required.

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

Aye ___; No ____; Absent____

Approved and signed this ____ day of ____ 2025.

CITY OF OWATONNA

Matthew T. Jessop, Mayor

CERTIFICATION

STATE OF MINNESOTA
CITY OF OWATONNA

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Owatonna City Council at a duly authorized meeting thereof held on the 6th day of June 2025, as shown by the minutes of said meeting in my possession.

Kris M. Busse City of Owatonna Administrator



CITY OF
OWATONNA

Miscellaneous



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Proposal Construction Testing Services - 18th Street Trail - American Engineering Testing

Purpose:

Requesting City Council approval of American Engineering Testing's Proposal for Material Testing for the 18th Street Trail Project.

Background:

The 18th Street Trail Project consists of a new Bituminous Trail, Concrete Driveways, Curb and Gutter, Concrete Sidewalk, and Pedestrian Facilities. The project will require material testing per specifications, State Aid, and FHWA requirements. AET will provide MNDot certified technicians to perform this material testing.

See attached agreement for the entire scope of services.

Budget Impact:

The proposed amount is \$20,806.75 which is based upon an estimate of required tests for the project. Depending on how the Contractor prosecutes the work, number of trips and tests could vary from the estimate. Costs will be paid for using state aid funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 18th Street Trail Materials Testing Agreement - AET

May 29, 2025

City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060



Attn: Sean Murphy (sean.murphy@owatonna.gov)

RE: Proposal for Construction Testing Services
18th Street Trail
Owatonna, Minnesota
AET Proposal No. P-0043787

Dear Mr. Murphy:

Introduction

American Engineering Testing, Inc. is pleased to offer you construction testing services for the 18th Street Trail project in Owatonna, Minnesota. This letter is intended to define our scope of services, and to present you with an estimate of our fees, the anticipated schedule and other information regarding our services.

Project Information

We understand that the project consists of new construction and trail improvements along 18th Street in Owatonna, MN including a new bituminous trail, concrete driveways, curb and gutter, concrete sidewalk, and pedestrian facilities.

Scope of Services

During construction, AET will provide MnDOT certified technicians to perform material testing in accordance with the provided project specifications. Our anticipated scope of services is outlined below.

Utility Trench Backfill Testing

AET will perform the laboratory and field testing shown in Table 1 on fill placed in the utility trenches. Trench fill is assumed to be compacted by the specified density method. We will perform nuclear density tests on the compacted backfill.

Table 1. Utility Trench Backfill

Test	Testing Frequency	Number of Tests
Moisture Content	1/10,000 cubic yards	0*
Proctor	1/soil type	3
Nuclear Density	1 per 3 ft fill per 300 ft	3 (2 rental days)

*Moisture tests will be included with the nuclear density tests



Subgrade Preparation

AET will provide the testing in Table 2 shown below on the subgrade materials. Compaction is assumed to be by the specified density method. We have assumed WHKS personnel will observe the subgrade proof roll testing.

Table 2. Subgrade Preparation Testing

Test	Testing Frequency	Number of Tests
Nuclear Density	1 per 25 STA	2
Moisture Content	1 per 25 STA	0*
Proctor	1 per soil type	1

*Moisture tests will be included with the nuclear density tests

Aggregate Base Field and Laboratory Testing

AET will perform the laboratory testing shown in Table 3 on the aggregate base Class 5. Compaction is assumed to be by the Penetration Index method (DCP).

Table 3. Aggregate Base Field and Lab Testing

Test	Testing Frequency	Number of Tests
Gradation	1 lot per 4,000 Ton	2
Moisture Content	1 per 2,000 Ton	2
Aggregate Quality	1 per source	1
Penetration Index (DCP)	1 per 500 ft of trail	8

Aggregate Base Test Rolling

We have assumed that WHKS personnel will observe the test rolling of the pavement subgrade and aggregate base.

Lab Testing of Other Granular Materials

AET will also sample the other granular materials that are planned to be used for the project and bring back to our lab for testing. These additional materials and rates are listed in the attached fee schedule.

Concrete Testing

During the placement of concrete, personnel from AET will perform field testing (air content, slump and temperature) of the plastic concrete and cast test cylinders for laboratory testing. After initial curing, we will return the samples to our lab for compressive strength testing. Each set will consist of five cylinders. One cylinder will be tested at 7 days, three will be tested at 28 days, and one will be held for further testing if required. The results of our compressive strength testing will be presented as they become available. Our estimated number of tests on the fresh concrete placed for this project is provided in Table 4 below.



Table 4. Concrete Testing Summary

Item	Estimated number of Placements	Testing Frequency	Assumed Number of Cylinder Sets
Sidewalks / Pedestrian Facilities	5	1/100 cubic yards (Air, slump, temp) Cylinders 1/300 cubic yards per day	5
Curb and Gutter	2		2
Driveways	3		3

Concrete Plant Inspection and Testing

AET will verify the concrete plant has been certified prior to the beginning of work and we will perform concrete plant inspections during construction. We will also collect verification samples for coarse and fine aggregate gradation, as required by the Schedule of Material control, and deliver them to the AET office for laboratory testing. We have assumed plant inspections will occur immediately prior to field testing, and that the field technician will perform plant monitoring services during the same trip to the project.

Bituminous Plant Inspections

When placement of the bituminous trail and pavements begins, an experienced, MnDOT certified Engineering Technician will be at the bituminous plant on a full-time basis to observe the contractor sampling and testing of the bituminous lab samples. The verification samples retrieved from the plant will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

We have assumed that paving operations will be completed in two days total with an additional day for coring operations. Compaction is assumed to be by the maximum density method. We will observe coring operations as well as the contractor testing of the cores and obtain the companion cores for testing in our lab. We have assumed that WHKS personnel will layout and mark the core locations. If requested, these services can also be provided at the attached technician rates in the fee schedule.

Final Summary Report

At the conclusion of the project, if requested, we will prepare a report including our test reports, material certification summaries, material exception summaries, plant monitor QA and QC reports, tester inventory, and any other documentation of our testing and inspection services related to the project.



Schedule

We anticipate that we can have personnel available for the project within 1 week of receiving written authorization.

Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates.

We have estimated a minimum required number of tests needed to satisfy the requirements as defined in the Schedule of Material Control. Therefore, we propose a budget cost estimate of **\$20,806.75**. We refer you to the attached fee schedule as reference to how we arrived at this estimated cost. We caution that this is only an estimated cost.

Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services.

TERMS AND CONDITIONS

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



GENERAL REMARKS

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

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'Steve L. Mullen'.

Steve L. Mullen, PE
Branch Manager/Senior Engineer
Phone: 507-281-3547
Email: smullen@amengtest.com

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Matthew S. Friedman'.

Matthew S. Friedman, EIT
Field Engineer

Attachments: Fee Schedule Tabulation

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0043787

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____



Materials Testing Estimate for 18th St. Trail – Project Specials Owatonna, Minnesota

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Stabilizing Aggregate	TON	100	1	2	Gradation (1 per project)	1	1	142.00	142.00	142.00
Select Granular Borrow	TON	100	1	2.5	Gradation (1 per 40,000 CY)	1	1	142.00	142.00	142.00
					Proctor (1/soil type)	1	1	195.00	195.00	195.00
					Nuclear Gauge Rental (Daily)	1	1	80.00	80.00	80.00
					Relative Moisture (1/10,000CY)	0	0			
Watermain Storm Sewer Sanitary Sewer	LF	50 51 0	2	6	Proctor (1/soil type)	1	1	195.00	195.00	195.00
					Trenches, Specified Density Nuclear Gauge (1/300'/3'fill)	3	5	0.00	0.00	0.00
					Nuclear Gauge Rental (Daily)	2	2	80.00	160.00	160.00
					Relative Moisture (1/10000 CY, 10 max)	0	0	56.00	0.00	0.00
Aggregate Base Class 5	Ton	2,145	4	10	Gradation (1 lot per 4000 ton)	2	2	170.00	340.00	340.00
					Penetration Index DCP (1/500ft of trail)	8	10	44.00	352.00	440.00
					Relative Moisture (1/2000 ton, 10 max)	2	2	56.00	112.00	112.00
					Percent Crushed (1/source, if required)	0	0	225.00	0.00	0.00
					LAR (1/source, if required)	1	1	195.00	195.00	195.00
					Insoluble Residue (1/source, if required)	1	1	390.00	390.00	390.00
					Litho Exam & Shale Float Test (assumes carbonate rock source)	0	0	420.00	0.00	0.00
Subgrade Preparation	STA	40	2	5	Proctor (1/soil type)	1	2	195.00	195.00	390.00
					Specified Density Nuclear Gauge Rental (Daily)	2	2	80.00	160.00	160.00
					Penetration Index DCP (1/25 STA)	0	0	44.00	0.00	0.00
					Test Roll Observations - Included in hourly rate					
					Relative Moisture (1/25 STA)	1	1	56.00	56.00	56.00
Bituminous - SP WE/NW	TON	1,488	3	25	MnDOT Gyratory Mix Properties (1/day/mix type)	2	2	656.00	1312.00	1312.00
					Companion Core Density & Thickness	12	12	58.00	696.00	696.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter, Driveway	CY	425	10	35	Plastic Concrete Testing (first load then each 100 CY)	0	0	0.00	0.00	0.00
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (1 set of 3 per 300 CY)	30	36	44.00	1320.00	1584.00
					Concrete sample pick up from job site	0	0	95.00	0.00	0.00
Concrete - Plant Monitoring Services	WEEKS	4	0	6	Aggregate Verification Gradation, coarse and fine (1 set per week)	4	5	44.00	176.00	220.00
				23	91.5				6218.00	6809.00

- Density testing rates are covered under the nuclear gauge daily rental fee.
- Relative moisture assumed to be covered with nuclear density testing so no extra tests added.
- All rates assumed for specified (soils) or max (bituminous) density.

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.35	1,725		2,328.75	2,328.75
Level II Engineering Technician	Hour	120.00	92	85	10,980.00	10,200.00
Engineer II, Project Management	Hour	220.00	5	12	1,100.00	2,640.00
Project Administrator	Hour	90.00	2	2	180.00	180.00
Subtotal =					14,588.75	15,348.75

Estimate prepared by: Matt Friedman

	Minimum	Likely
Total Cost Estimate =	20,806.75	22,157.75

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

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

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

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

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

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

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

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

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

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

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

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

SECTION 3 - SAFETY

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

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

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

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

SECTION 5 - PROJECT RECORDS

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

SECTION 6 - STANDARD OF CARE

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

SECTION 7 - INSURANCE

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

7.1 –

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

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

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

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

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

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

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

SECTION 8 - DELAYS

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

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

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

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

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

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

SECTION 11 - MEDIATION

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

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

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

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

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

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

SECTION 14 - NON-SOLICITATION

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

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

SECTION 16 - LIMITATION OF LIABILITY

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

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 18 - TERMINATION

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

SECTION 19 - SEVERABILITY

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

SECTION 20 - GOVERNING LAW

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

SECTION 21 - ENTIRE AGREEMENT

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



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
SUBJECT: Professional Service Agreement – Annual Tax Increment District Reporting - Ehlers

Purpose:

Approve the Professional Service Agreement with Ehlers to prepare the annual Tax Increment District Reports.

Background:

Cities with development authorities must submit annual financial reports for each Tax Increment Financing (TIF) district to the Office of the State Auditor (OSA). This requirement starts in the year a TIF district is certified and continues annually until the district is decertified and all tax increment revenues have been expended.

The City currently has 26 districts. These reports are due by August 1 each year. Staff would like to move this service to Ehlers our public finance advisors.

Budget Impact:

The cost of the Tax Increment District reports is an eligible administrative expense and will be paid using funds from the TIF District.

The TIF reporting is billed at \$395 per hour based on actual hours worked. The estimated cost per district is \$2,765 for the first year (including one-time setup) and \$1,580 for each following year. Optional disclosure and publication items add an estimated one hour annually.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 TIF Reporting Agreement - Ehlers

May 22, 2025

Emily Burns
Senior Finance Director
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

RE: Proposal for Annual Tax Increment District Reporting for the City of Owatonna, Minnesota

Dear Emily,

On behalf of Ehlers, we are pleased to present this proposal to assist the City of Owatonna, Minnesota (“City”) with preparation of your annual tax increment financing (TIF) reports. We are excited for the opportunity to work with the City and demonstrate our team’s collective commitment and qualifications. The City would not simply be hiring our assigned advisory team; you would have access to an entire firm to help your organization achieve its goals. We are confident that our integrated, team-based model, and our dedication to proactively understanding your needs would provide the City with unparalleled client service.

TIF Reporting

We understand the City is seeking assistance in completing the annual TIF reporting forms required by the Office of the State Auditor (“OSA”) for 26 TIF districts by August 1, 2025. Ehlers annually prepares TIF reports for over 90 cities/authorities and nearly 500 districts. While the preparation of your TIF reports is an administrative function, we work to identify potential statutory compliance issues for further review and discussion before they become a potential issue for the OSA.

There are many aspects of TIF that may draw scrutiny from the OSA including, but not limited to, expenditures done prior to or without an interfund loan resolution, expenditures in excess of the TIF plan budget, four year or five-year rule violations, pooling outside of statutory limits, or inappropriate transfer of funds out of the TIF fund. As part of the reporting process, we would also make recommendations for financial reporting methods to accommodate the requirements of the OSA. After the August 1 deadline, Ehlers is available to assist communities in responding to OSA questions and/or non-compliance issues. In addition, we can review TIF Districts for any opportunities, such as using tax increment revenues from existing districts to achieve other goals, while also ensuring statutory compliance as well as monitoring ongoing district performance.

The TIF reports would be completed by a member of our seasoned Fiscal Consultants team, who together have more than 50 years of experience completing TIF reports for communities across Minnesota. Our team has deep knowledgeable about the complex tax increment laws and the various OSA interpretations. In addition to completing the TIF reports, we also focus on long-range financial planning for TIF Districts and calculating developer payments.

As requested, please see below a detailed TIF reporting cost estimate. Please note there are additional costs associated with in the first year to set up each district and build an understanding of their activities.

Description	Hourly Estimate
Setup TIF district in our “QuickTIF” software (one-time cost, per district)	1.0 hour
Review prior year TIF report (one-time cost as necessary, per district)	1.0 hour
Develop work papers (one-time cost, per district)	1.0 hour
Complete Annual TIF Reporting Form, per district	4.0 hours
Total	7.0 hours
<i>Optional Costs, per year:</i>	
• Publication of Annual TIF Disclosure in newspaper of record • Annual TIF Disclosure sent to County Board • Submit TIF reports to County Auditor	1.0 hour

The estimated time above is seven hours **per TIF district** for the first year of reporting and four hours **per TIF district** in subsequent years. One-time setup costs are only applicable the first year or for newly established districts. The one-hour optional items for disclosures and publication are **per year**. We bill all TIF reporting at a rate of \$395 per hour and only for actual hours worked; so, the final cost may be less. The total first year estimated setup and reporting cost **per TIF district is \$2,765**, excluding the optional items. The total subsequent year reporting estimated cost **per TIF district is \$1,580**, excluding the optional items.

Any time billed for TIF reporting is considered an “Administrative Expense” per M.S. 469.174 subd. 14 and can be charged directly to any TIF district with available administrative expense capacity. The information generally needed to get started is listed in Appendix A.

Ehlers is committed to delivering, and showing value, in our work. Thank you for the opportunity to serve the City of Owatonna!



Kyle Sawyer
Director of Fiscal Consulting
(651) 697-8539
ksawyer@ehlers-inc.com



Dan Tienter
Municipal Advisor
(651) 697-8537
dtienter@ehlers-inc.com

Appendix A: Initial Information Request for TIF Reporting

- The TIF plan, including any modifications, for each TIF District to be reported
- Copies of the 2023 TIF reports for each District
- Completed 2025 SAFES authorization form (sent via Adobe sign upon acceptance of this proposal)
- 2024 accounting detail (including balance sheet, revenues and expenditures) by TIF District/Fund
- 2024 annual audit, when available
- Identification of TIF dollars spent outside the boundaries of the TIF district (pooling)
- Documentation related to any work done with your county auditor on corrections to TIF revenues during 2024
- Copies of all PAYGO TIF Revenue Notes
- Current PAYGO amortization schedules that show payments to date and the outstanding balances
- Debt payment schedules for all bonds to which TIF is pledged
- Signed copies of all interfund loan resolutions for each district
- The contact information for the TIF district representative to be listed on this year's TIF reports and verify the current official newspaper
- Documentation for new 2024 TIF obligations, including bond, PAYGO and any new Interfund Loans or any modifications to existing interfund loans
- Any 2024 refunding or defeasance of TIF obligations
- New development agreements signed in 2024
- Any 2024 resolutions decertifying any TIF districts before their expiration date



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
SUBJECT: Professional Service Agreement - Investment Advisory - Ehlers

Purpose:

Approve Professional Service Agreement with Ehlers to provide Investment Advisory for the City.

Background:

The City currently works with three firms for its investments, and this transition will reduce that to just one. Consolidating to a single firm that actively shops the marketplace on behalf of the City will enhance efficiency and provide a comprehensive approach with improved market access.

Ehlers Investments will operate as an extension of City staff, offering holistic investment advisory and portfolio management services. They will leverage their portfolio management expertise and market access to enhance the City's investment program through various market and business cycles. In addition to their active portfolio management, Ehlers can assist the City with various investment-related services, including cash flow forecasting, updating investment policies, and providing investment training and education.

We believe that utilizing Ehlers for the City's investments will improve long-term investment performance and allow staff to focus more on the daily aspects of finance functions.

Budget Impact:

The fees for this service are based solely on assets under management, and the City would be billed monthly in arrears. The cost could be debited directly from the City's custodial account if preferred. The annual fee structure for investment advisory services is as follows:

Assets Under Management	Annualized Fee
First \$25 Million	0.15%
Next \$25 Million	0.12%
Next \$50 million	0.10%
Over \$100 Million	0.08%

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Professional Service Agreement - Investment Advisory



INVESTMENT ADVISORY AGREEMENT

City of Owatonna, MN

Client

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

1) THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
 - i) Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
 - ii) Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
 - iii) Setting up a Client safekeeping account ("Program Account"), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
 - iv) Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
 - v) Implementing trades and account management, as described in paragraphs 4 and 5;
 - vi) As requested by Client, preparing periodic performance reports regarding the Program Account;
 - vii) Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
 - viii) At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
 - ix) With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit

A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

- e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
- (i) our Brochure, Form ADV Part 2A (the “Brochure”),
 - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
 - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
 - (iv) a copy of this Agreement.
- f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
- (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
 - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
 - (iii) the risks of the Program, these and types of investments;
 - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
 - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

2) CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
- (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is

posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

3) THE PROGRAM AND THE PROGRAM ACCOUNT

a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

b) Program Account. Advisor will provide continuous and regular investment management services with respect to the Program Assets. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian. Client can choose to engage Advisor to provide investment advisory services on a discretionary or non-discretionary basis.

- i) Discretionary. By electing discretion, Client grants Advisor full authority to buy, sell, or otherwise effect investment transactions involving the Program Assets in the Program Account. Clients who engage Advisor on a discretionary basis may, at any time, request reasonable restrictions, in writing, and subject to review and approval, Advisor will accommodate such requests.(i.e. limit the types/amounts of particular securities purchased for the Account, exclude the ability to purchase securities with specific investment ratings, etc.)
- ii) Non-Discretionary. By electing to engage Advisor on a non-discretionary basis, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will make investment recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments.

4) ADVISOR'S AUTHORITY.

- a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:
- (i) Client authorizes Advisor and Representative, at Client's risk:
 - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
 - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,
 - (1) if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
 - (2) if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
 - (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
 - (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
 - (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.

- (ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

(A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.

- d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

5) EXECUTION OF ACCOUNT TRANSACTIONS

- a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

6) AGGREGATION OF ORDERS AND BLOCK TRADING

- a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for

the Program Account with orders for other accounts for the purpose of “block trading.” Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

- b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

7) **ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS**

- a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
 - (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
 - (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian’s reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian’s reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- c) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor’s fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor’s instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

8) OTHER DIRECT AND INDIRECT EXPENSES

- a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
 - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
 - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
 - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

9) MINIMUM ACCOUNT SIZE; MINIMUM FEE

- a) No Minimum Account Size. We do not require a minimum account size.
- b) No Minimum Fees. We do not charge a minimum fee.

10) NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

11) PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 [“ERISA”]) expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

12) ASSIGNMENT

This Agreement shall be binding on Client’s successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through “negative consent” (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

13) TERM AND TERMINATION

- a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days’ written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian’s fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

14) REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a “person”) represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual’s authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual’s authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

15) RISK AND LIABILITY

- a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

16) LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

17) NOTICES AND DOCUMENTS

- a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
 - (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
 - (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
 - (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
 - (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

18) CONSENT TO ELECTRONIC DELIVERY

- a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the “Consent.”
- b) The “Electronic Communications” means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor’s obligations or position as Client’s investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor’s discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a “Client” may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, 3060 Centre Pointe Drive, Roseville, MN 55113 (the “Notice Address”).** The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

19) GOVERNING LAW

This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

20) ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties’ entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

21) SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

22) AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

23) PRE-DISPUTE ARBITRATION AGREEMENT

Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.

The parties agree that any arbitration proceeding shall be held in Roseville, Minnesota, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.**
- **The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.**

24) MISCELLANEOUS

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

25) THE EFFECTIVE DATE; THE PARTIES

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Adviser begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

CLIENT:

Client Signature

Emily Burns

Name (Print)

Director of Finance

Title or Capacity

41-6005444

Taxpayer Identification Number

540 W Hills Circle

Street Address

Owatonna MN 55060-4701

City State ZIP

Date of Execution: ____ / ____ / ____

EHLERS INVESTMENT PARTNERS, LLC
3060 Centre Pointe Drive, Roseville, MN 55113

By: 

Ryan Miles, Managing Director-Investments

Date of Execution: ____ / ____ / ____

CLIENT:

Client Signature

Name (Print)

Title or Capacity

Taxpayer Identification Number

Street Address (only if different from first Client)

City State ZIP

Date of Execution: ____ / ____ / ____

NAME OF REPRESENTATIVE:

NAME OF INITIAL CUSTODIAN:

Email Address for Electronic Communications:

emily.burns@owatonna.gov

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

EXHIBIT TO INVESTMENT ADVISORY AGREEMENT TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

Email: Advisor may send an electronic mail message (“email”) to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the “Email Address”), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

Website Communications: Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor’s or a Custodian’s Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client’s notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access

to the Internet. Advisor is not responsible for Client’s access or lack of access to the Email Address or the Internet. It is Client’s obligation to notify Advisor of Client’s Email Address, and of any changes to or problems with the Email Address. Advisor may take up to ten business days to take action in response to Client’s notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client’s personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client’s Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client’s computer and through unauthorized use of Client’s UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client’s personal financial information arising from or as a result of third parties obtaining access to Client’s computer, Client’s UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client’s personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or

downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer© 9.0 or higher (available free of charge at www.microsoft.com) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents

provided in PDF, Client must obtain Adobe Acrobat Reader© 6.0 or higher, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If Advisor changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.



SCHEDULE OF FEES

Fee schedule for the City of Owatonna, MN ("Client") for services related to Investment Advisory Agreement dated _____ between Client and **Ehlers Investment Partners, LLC** ("Adviser").

Investment advisory fees shall be incurred for all assets under the management of Adviser. **Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly.** Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

ASSETS UNDER MANAGEMENT	ANNUALIZED RATE
First \$25 million	0.15%
From \$25 million to \$50 million	0.12%
From \$50 million to \$100 million	0.10%
Over \$100 million	0.08%

Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

If Client engages Adviser to perform other services not related to cash forecasting or investment management, all services provided to Client by Adviser will be billed based on hours spent at the rate of \$200.00 per hour, or an agreed-upon flat fee amount.



DATE: June 3, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Cooperative Agreement CR 180 (School Street) at CPKC Railroad Crossing Improvements - Steele County

Purpose:

Requesting City Council approval of the CR 180 (School Street) at CPKC Railroad Crossing Improvements Cooperative Agreement.

Background:

The CPKC railroad crossing of CR 180 (School Street) has been programmed for crossing improvements including crossing gates and signals under a federally funded rail crossing improvement program. The roadway crossing approaches are deteriorating and need reconstruction and a multi-use trail extension will be constructed to accommodate pedestrian and other non-motorized vehicles.

CR 180 (School Street) is under the jurisdiction of the County of Steele, for purposes of maintenance and improvements, and the County and the City will share the costs of the improvements that are not funded by the federal grants. The Framework for Construction project cost sharing on County Routes within City Limits was adopted in 2017 and outlines each party's cost participation for projects such as this.

Based upon this agreement, the County will: Prepare plans and specifications with an estimate of cost for crossing improvement project; Manage the bidding process according to state statute; Provide surveying and construction inspection, observation and administrative engineering services; Obtain all permits and approvals required from other governmental agencies; and address public concerns with the project. The County will be responsible for costs it incurs in performing its obligations under this Agreement. The County agrees to do all things necessary for the work of said project except as set forth in the attached agreement.

The City will assist the County in addressing the concerns of the public relating to the County intersection improvement project and be responsible for all costs it incurs in performing its obligations under this Agreement.

Budget Impact:

Project planning and development, railroad, construction, and construction observation costs

for the City are estimated to be \$85,851.84, which is 25% of the total estimated project costs.

Upon completion and final acceptance of the project, an invoice detailing the final project costs will be sent to the City of Owatonna and will be paid to reimburse Steele County. These costs will be paid for using reconstruction bond funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. CR 180 Railroad Crossing City County Agreement

**COOPERATIVE AGREEMENT
BETWEEN
STEELE COUNTY AND THE CITY OF OWATONNA
FOR
CR 180 (SCHOOL STREET) AT CPKC RAILROAD CROSSING IMPROVEMENTS**

THIS AGREEMENT, made and entered into by and between the City of Owatonna, a municipal corporation, organized under the laws of the State of Minnesota, party of the first part, hereinafter referred to as "City", and the County of Steele, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, party of the second part, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, the CPKC railroad crossing of CR 180 (School Street) has been programmed for crossing improvements including crossing gates and signals under a federally funded rail crossing improvement program; and

WHEREAS, the roadway crossing approaches are deteriorating and need reconstruction; and

WHEREAS, a multiuse trail extension will be constructed to accommodate pedestrian and other nonmotorized vehicles; and

WHEREAS, CR 180 (School Street) is under the jurisdiction of the County of Steele, for purposes of maintenance and improvements, and

WHEREAS, the County and the City desire to share the costs of the improvements not funded by the federal grants and the County has adopted the policy, *Steele County and City of Owatonna: Framework for Construction project cost sharing on County Routes within City Limits*, for the division of costs on County Highways within the City, said Policy being adopted by the Steele County Board of Commissioners on September 12, 2017, a copy of which is attached hereto as Exhibit A and made a part hereof by reference, and

WHEREAS, project development prepared plans and specifications for the project at an estimated cost to the County of \$50,000, and

WHEREAS, said plans and specifications are currently under development, and

WHEREAS, the estimated construction cost of the roadway and multiuse trail is \$158,105.70 and

WHEREAS, the estimated railroad crossing surface improvements cost of the project is \$121,120.98; and

WHEREAS, the estimated cost of the railroad crossing gates and signals is \$351,285.75 which will be paid by federal funds; and

WHEREAS, construction observation and inspection will be provided by Steele County staff or a consultant, the cost of which will be determined upon project completion; and

WHEREAS, it is the desire of both parties to enter into a written agreement regarding the CR 180 (School Street) at CPKC Railroad Crossing Improvements; and

NOW THEREFORE, pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City of Owatonna and the County of Steele as follows:

- A. That this agreement shall apply only to the CR 180 (School Street) at CPKC Railroad Crossing Improvements.
- B. Prosecution of work will be performed on the following basis. The County will:
 - 1) Prepare plans and specifications with an estimate of cost for crossing improvement project.
 - 2) Act as the contracting agency for the project in accordance with the competitive bidding requirements of Minnesota Statutes 471.345 and 375.21.
 - 3) Provide the necessary surveying and construction inspection engineering services for the project.
 - 4) Obtain all permits and approvals required from other governmental agencies.
 - 5) The County will supervise the construction of all aspects of the project. Said supervision shall include keeping adequate records to document the quality of work and the substantiation of all pay quantities.
 - 6) Maintain the project open to inspection by the City or their duly authorized representatives.
 - 7) Address public concerns with the project.
 - 8) The County will be responsible for and liable for costs it incurs in performing its obligations under this Agreement.
- C. The City will:
 - 1) Assist the County in addressing concerns of the public relating to the County intersection improvement project.

- 2) The City shall be responsible for and liable for all costs it incurs in performing its obligations under this Agreement.
- D. The County agrees to do all things necessary for the work of said project except as set forth in this agreement. Said project is to be performed, consistent with current City and County State Aid Highway Standards.
- E. The method of financing the project shall be the prerogative of Steele County and the City of Owatonna. Funding of the project is subject to the following provisions:
- 1) PROJECT DEVELOPMENT COSTS:

Steele County and the City of Owatonna will share in the final project development costs as defined in Exhibit B, 75 percent being the County's share estimated at \$37,500 and 25 percent being the City's share estimated at \$12,500.
 - 2) PROJECT RAILROAD CROSSING COSTS:

Steele County and the City of Owatonna will share in the final project rail crossing construction costs as defined in Exhibit C, 75 percent being the County's share estimated at \$90,840.73, and 25 percent being the City's share estimated at \$30,280.25.
 - 3) PROJECT CONSTRUCTION COSTS:

Steele County and the City of Owatonna will share in the final project construction costs as defined in Exhibit D, 75 percent being the County's share estimated at \$119,643.30, and 25 percent being the City's share estimated at \$39,881.10.
 - 3) CONSTRUCTION OBSERVATION AND INSPECTION COSTS:

Steele County and the City of Owatonna will share in the final construction observation and inspection costs as defined in Exhibit D, 75 percent being the County's share estimated at \$9,571.46 and 25 percent being the City's share estimated at \$3,190.49. Final construction observation and inspection costs will be determined upon completion of the project and final acceptance of the project by the County Board.
 - 4) REIMBURSEMENTS:

Upon completion and final acceptance of the project, and receipt of a detailed listing of the final actual project costs, the City of Owatonna will reimburse Steele County.
- F. The City of Owatonna agrees to save, hold harmless and indemnify Steele County and the County's officers, agents, employees, and volunteer workers against any and all claims,

losses, damages, or law suits for damages arising from, allegedly arising from, or related to the provisions of the City's services hereunder, and further the City agrees to defend at its own sole cost and expense any action for proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the provision of City's services hereunder.

The County agrees to save, hold harmless and indemnify the City of Owatonna and the City's officers, agents, employees, and volunteer workers against any and all claims, losses, or law suits for damages arising from, allegedly arising from, or related to the County's provision of services hereunder, and further the County agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the County's provision of services hereunder.

It is hereby understood and agreed that for the purpose of the Parties' performance hereunder, neither Party's employees shall be deemed employees of the other Party for any purpose and any and all claims made by third parties as a consequence of any act or omission on the part of a Party's employee(s) while engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the other Party

- G. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
- H. Pursuant to Minnesota Statute 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

The City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- I. Pursuant to Minnesota Statute 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

J. During the performance of this Agreement, the City and the County agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

K. Each party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.

L. Each party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.

IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

City of Owatonna, Minnesota

Steele County, Minnesota

Mayor, City of Owatonna

Steele County Board Chair

Date: _____

Date: _____

Attest:

Attest:

City Administrator

County Administrator

Date: _____

Date: _____

Steele County and City of Owatonna: Framework for Construction project cost sharing on County Routes within City Limits:

Steele County and the City of Owatonna desire to establish a framework for developing cooperative agreements for construction of County Roads within the City of Owatonna. Construction is defined as anything more than routine maintenance and patching which is covered under the existing maintenance agreement. Overlays and Concrete Pavement Rehabilitation (CPR) are considered to be construction.

In general, Steele County and the City of Owatonna agree to cost share on Minnesota State Aid eligible construction items with Steele County paying 75% and the City of Owatonna Paying 25%.

Americans with Disability Act (ADA) requirements will be addressed on all construction projects.

All costs associated with potable watermain will be the responsibility of Owatonna Public Utilities.

Sanitary sewer will be the responsibility of the City of Owatonna.

Trees will be 50% City and 50% County

Storm sewer costs will be split based on the percentage determined by MNDOT Hydraulic Review.

Aesthetic improvements beyond State Aid Standards will be 100% City Cost. Example, decorative lighting above standard street lighting, decorative treatment of retaining walls, etc.

Owatonna Public Utilities shall provide street lighting.

Federal Projects: Notwithstanding the above agreement. When Federal funds are available for a project, each agency agrees to cooperate fully to obtain and take advantage of these funds.

The City and County Engineer will work together to develop a detailed 5 year plan for construction activities on County routes within the City. The plan will allow each agency to plan for future expenditures.

Portions of the City share of the costs may be assessed to the adjacent property owners as per City of Owatonna Assessment Policy.

Coordination of the project lead will be determined by the County and City Engineers based on staff work load and expertise.

Rev. 08/07/17



January 10, 2025

RE: Steele County Highway Department
CR 180 at CPKC Railroad Crossing
Rehab and Trail Extension
SEH No. STEELE 183056 14.00

Paul Sponholz
County Engineer
Steele County Highway Department
3000 Hoffman Drive
Owatonna, MN 55060

Dear Mr. Sponholz:

SEH appreciates the opportunity to provide final roadway design services for a roadway reconstruction project along with a multi-use trail along the south side of CR 180 (School Street) just east of the intersection of CSAH 48 (Main Street/Bixby Road) in the City of Owatonna, Minnesota. SEH understands that Steele County received funding to make highway grade crossing safety improvements at the CPKC rail crossing. In anticipation of that project, the County is seeking to complete the design for a multi-use trail and roadway rehabilitation from just east of CSAH 48 to approximately 150 feet past the CPKC rail crossing.

The following sections describe the project approach, key staff, project schedule and costs.

PROJECT APPROACH:

Task 1: Project Management

SEH's Chad Jorgenson will lead the overall project providing timely project updates, coordination, monthly invoices and project monitoring. Chad will lead all project meetings with County and City staff and provide meeting materials and summaries following each scheduled meeting.

Task 2: Hydraulic Analysis

Luke Johnson will complete a hydraulic analysis for the project area, including delineation of the existing area to determine drainage patterns. Storm sewer calculations will be provided to determine appropriate structure sizing and ensure all spread requirements are being met.

Task 3: Utility Coordination

SEH understands that Steele County will lead the utility coordination process and has already started the process with coordinating with Owatonna Public Utilities. SEH will perform a Gopher State One Call and request all available utility maps for the project area. No surveying of marked or mapped utilities is assumed to be completed.

Engineers | Architects | Planners | Scientists

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

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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

Task 4: City of Owatonna Grading Permit

SEH will work with Steele County and the City of Owatonna to apply for all necessary permits prior to construction. It is anticipated that only a City grading permit will be required.

Task 5: Detailed Design

Led by Luke Johnson, SEH will prepare a plan bid package assuming the following plan components:

- | | | |
|-------------------------------------|----------------------------|-------------------------------------|
| • Project area model and Geometrics | • Title Sheet | • SEQ |
| • Soil and Construction Notes | • Quantity Tabulations | • Typical Sections |
| • Design Details | • Standard Plans | • Alignment Plan |
| • Existing Utility and Topo Plan | • Removal Plan | • Construction Plan and Profile |
| • ADA Plans | • SWPP | • Drainage and Erosion Control Plan |
| • Drainage Profiles | • Turf Establishment Plans | • Grading Plans |
| • Signing, Pavement Marking Plans | • Detour Plan | • Cross Sections |
| • Engineers Estimate | • Plan Review/QA/QC | • |

Items not included: Utility tabulations, Railroad gate design and plans.

PROJECT SCHEDULE

SEH understands the County's desire to have a bid package ready by March of 2025. SEH will work with the County at the Project Kick-Off meeting to set overall project schedule based on ongoing utility coordination conversations and other project components.

PROJECT TEAM

Project Manager: Chad Jorgenson
Lead Roadway Designer: Luke Johnson
Drainage Engineer: Lily Hock
ADA Design: K Lee Juelfs
CADD Tech: Cory Flor

Detailed resumes are available upon request.

COST

A detailed cost estimate is attached to the end of this letter proposal for review.

CLOSURE

We appreciate the opportunity to provide Steele County with this proposal and are excited to continue in our efforts to provide you with exceptional preliminary and final highway design and planning support. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you have have.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read 'Chad Jorgenson', with a stylized flourish at the end.

Chad Jorgenson, PE, PTOE
Associate | Project Manager
(Lic. IA, MN, SD))

CMJ
Cost Estimate

[https://sehincazure-my.sharepoint.com/personal/cjorgenson_sehinc_com/documents/proposals/steele county/school street design letter proposal 011025.docx](https://sehincazure-my.sharepoint.com/personal/cjorgenson_sehinc_com/documents/proposals/steele%20county/school%20street%20design%20letter%20proposal%20011025.docx)

CR 180 at CPKC Railroad Crossing Rehabilitation and Trail Extension Owatonna, MN

Work Tasks	Project Manager	Senior Engineer	Drainage Engineer	Traffic Engineer	Roadway Engineer	CADD Technician	Administration Staff	TOTAL
1.0 *PROJECT MANAGEMENT								
1.1 Monthly Invoicing	6						3.5	9.5
1.2 Bi-Weekly PM Meetings	11							11
1.3 Miscellaneous Coordination Meetings (Up to 3)	3	3			3			9
Task 1 - Subtotal Hours: *Assume 4-month project duration	20	3	0	0	3	0	3.5	29.5
2.0 HYDRAULIC ANALYSIS								
2.1 Delineate Project Area			6					6
2.2 Storm Sewer Calculations			8					8
Task 2 - Subtotal Hours:	0	0	14	0	0	0	0	14
3.0 *UTILITY COORDINATION								
3.1 Gopher State One Call					4	4		8
*Assume SEH not leading Utility Coordination Process	0	0	0	0	4	4	0	8
4.0 PERMITS								
4.1 City of Owatonna Grading Permit			4					4
Task 4 - Subtotal Hours:	0	0	4	0	0	0	0	4
5.0 *DETAILED DESIGN								
5.1 Develop Geometrics and Corridor Model		4			30			34
5.2 Plan Development	0	39	28	12	30	62	0	171
5.2.1 Title Sheet		2				4		6
5.2.2 Statement of Estimate Quantities		8				2		10
5.2.3 Soil and Construction Notes, Standard Plates		2				2		4
5.2.4 Quantity Tabulations		8	8			2		18
5.2.5 Typical Sections		4			6	2		12
5.2.6 Design Details		1				4		5
5.2.7 Standard Plans		1				2		3
5.2.8 Alignment Plan		1				8		9
5.2.9 Existing Utility and Topographic Plans		1			2	2		5
5.2.10 Removal Plans		1			2	2		5
5.2.11 Construction Plans and Profiles		0.5			2	4		6.5
5.2.12 ADA Plans		1			10	4		15
5.2.13 SWPPP		0.5	4			2		6.5
5.2.14 Drainage and Erosion Control Plans		1	8			4		13
5.2.15 Drainage Profiles		0.5	6			6		12.5
5.2.16 Turf Establishment Plans		1	2			2		5
5.2.17 Grading Plans		2			2	4		8
5.2.18 Pavement Marking Plans				2		1		3
5.2.19 Signing Plans				4		1		5
5.2.20 Detour Plans				6		2		8
5.2.21 Cross Sections		3			6	2		11
5.3 Engineer Estimate		8						8
5.4 Plan Review	1	10						11
Task 5 - Subtotal Hours: *RR Gate or Maze not required	1	61	28	12	60	62	0	224
TOTAL PROJECT HOURS:	21	64	46	12	67	66	3.5	279
Hourly Billing Rates:	\$221.00	\$221.00	\$173.40	\$163.20	\$149.60	\$163.20	\$149.60	
Total Costs	\$4,641.00	\$14,106.20	\$7,976.40	\$1,958.40	\$10,023.20	\$10,771.20	\$523.60	\$50,000.00
TOTAL COST								\$50,000.00

Digitally signed by Paul
Sponholz
Date: 2025.01.11 15:19:10
-06'00'



AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between Steele County, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “ROAD AUTHORITY” and DAKOTA MINNESOTA AND EASTERN RAILROAD, doing business as CANADIAN PACIFIC, hereinafter referred to as the “COMPANY.”

WITNESSETH

WHEREAS, County Road 180 (E. Main Street/School St) DOT #380291N as presently located in the City of Owatonna, MN, Steele County State of Minnesota, crosses at grade main line track of the COMPANY at railroad milepost 100.87 on the Owatonna Subdivision, which crossing is constructed with 40’ of tar surface and is protected by Cross Bucks and Stop Signs, and

WHEREAS, the ROAD AUTHORITY proposes to have the COMPANY replace the crossing surface at the location shown in “**Exhibit A;**” and

WHEREAS, the crossing surface work herein proposed to be performed by the COMPANY shall be completed with the street closed to vehicular traffic; and

WHEREAS, the parties desire to set forth the terms and conditions for surface replacement of said crossing.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1. The “Standard Provisions for Highway-Railroad Agreements” attached hereto as “**Exhibit C**” are hereby made a part of this Agreement.

SECTION 2. The parties shall construct, or cause to be constructed, the following items of work:

2.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment required to perform and complete the following work (the “COMPANY Work”):

- a. The removal of the existing grade crossing surface.
- b. The preparation of the track structure.
- c. The installation of concrete crossing material.
- d. The incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached “**Exhibits B.**”

The estimated total cost of the COMPANY Work to be performed by the COMPANY as indicated in the estimate of cost attached hereto and marked “**Exhibit B**” is \$121,120.98. The ROAD AUTHORITY shall reimburse the COMPANY for all costs, estimated at \$121,120.98.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

2.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, material and work equipment required to perform and complete the following work (the “ROAD AUTHORITY WORK”):

- a. The paving of the roadway approaches up to the edge of the concrete crossing surface.
- b. Traffic control and detour signing.
- c. Incidental work necessary to complete the items hereinabove specified.

2.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed within 18 months of fully executing this agreement.

SECTION 3. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its expense. The COMPANY shall operate and maintain its track, the crossing over its ties and the crossing warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future, in which event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense.

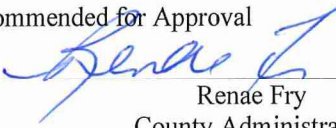
SECTION 4. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.

FOR THE COUNTY:

Recommended for Approval
By: 
Paul Sponholz
County Engineer
Date: 9/25/2024

Recommended for Approval
By: 
Renae Fry
County Administrator
Date: 9/24/24

APPROVED
By: 
Jim Abbe
County Board Chair
Date: 09/24/2024

DAKOTA MINNESOTA AND EASTERN
RAILROAD d/b/a
CANADIAN PACIFIC

By: Brian Osborne
Digitally signed by Brian Osborne
DN: cn=Brian Osborne, o=US,
ou=CPKC Railroad, ou=Manager of
Public Works,
email=Brian.Osborne@CPKCR.com
Date: 2024.12.02 15:16:21 -06'00'

Brian Osborne
Manager - Public Works

Date: _____

APPROVED
By: Daniel Sabatka
Dan Sabatka
Director – Projects & Public Works
Date: December 11, 2024

Exhibit A

(Insert Map here)



CROSSING NO. 308-291N
CR 180/SCHOOL STREET
OWATONNA, STEELE COUNTY, MN

FUTURE SIDEWALK

PROPOSED MULTI-USE TRAIL

90

9

10

4.72

8.50

4.25

Exhibit B

ROAD CROSSING ESTIMATE

* Shaded cells must be populated

LOCATION:	Waseca Sub, MP 100.87 School Street	YEAR:	2025
CPKC BUDGET RESPONSIBLE (Project Owner):	Robert Le Duc		
CPKC EXECUTING RESPONSIBLE (Roadmaster):	Jared Schmidt	BOARD ORDER (Y/N):	
S&C REQUIRED (Y/N):	Y	ROAD AUTHORITY NAME:	State of Iowa
ROAD WIDTH:	50'	COST APPORTIONMENT:	41%
CONCRETE REQUIRED:	63'		
TRACK PANEL LENGTH:	160'		
CROSSING RAIL WEIGHT:	115 LB	CURRENCY:	USD

Total Cost Estimate		TOTAL COST
Labour	\$	20,800.00
Material	\$	60,320.98
Purchased Services	\$	40,000.00
Recoveries	\$	(49,054.00)
TOTAL COST OF ROAD CROSSING	USD	\$ 72,066.98

LABOUR						
	HOURS/DAY	DAYS	CREW SIZE	DESCRIPTION	UNIT COST	TOTAL COST
Labour	10	4	5	Track Crew (Utility or Section)	\$ 65.00	\$ 13,000.00
Labour	10	2	3	Surfacing Labour	\$ 65.00	\$ 3,900.00
Labour	10	2	1	S&C Labour	\$ 65.00	\$ 1,300.00
Labour				Additional Flagging	\$ 65.00	\$ -
Labour	10	2	2	Other Labour Welders	\$ 65.00	\$ 2,600.00
					\$ -	\$ -
LABOUR TOTAL COST					\$	20,800.00

MATERIAL						
MATERIAL TO BE DELIVERED TO:						
GROUPING	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
Rail, Ties and Track Panels						
Rail	082500058		FT	RAIL,100*CPRE,PRE,80',BLNK,MHH	\$ 20.75	\$ -
Rail	082405118		FT	RAIL,115*8R,INT,CWR	\$ 22.31	\$ -
Rail	082405043		FT	RAIL,115*8R,PRE,CWR	\$ 17.59	\$ -
Rail	082405050		FT	RAIL,115*8R,PRE,80'BLNK	Not Applicable	\$ -
Rail	082405100	320	FT	RAIL,115*8R,INT,80',BLNK	\$ 15.34	\$ 4,910.22
Rail	082421784		FT	RAIL,136*8R,PRE,80'BLNK	\$ 20.32	\$ -
Rail	082428821	0	FT	RAIL,136*8R,INT,80',BLNK	\$ 21.63	\$ -
Rail	082428615		FT	RAIL,136*8R,INT,CWR	\$ 26.50	\$ -
Rail	082421776		FT	RAIL,136*8R,PRE,CWR	\$ 20.25	\$ -
Rail	282604900		FT	RAIL,RELAY,136*,STICK	\$ 3.88	\$ -
Tie	084200030		EA	TIE,CROSS,HWD,#1,GR5,8'6"X7"X9",NB	\$ 78.99	\$ -
Tie	084200055		EA	TIE,CROSS,HWD,#1,GR5,9'0"X7"X9",NB	\$ 101.23	\$ -
Tie	084200106		EA	TIE,PRE-PLATED,8-6,115 LB,14"	Not Applicable	\$ -
Tie	084200102		EA	TIE,PRE-PLATED,8-6,136 LB,1:20 CANT	Not Applicable	\$ -
Tie	084200105		EA	TIE,PRE-PLATED,9-0,115 LB,14",STD TIE PL	Not Applicable	\$ -
Tie	084200113		EA	TIE,PRE-PLATED,9-0,115 LB,15 3/16,ROLLED	Not Applicable	\$ -
Tie	084200101		EA	TIE,PRE-PLATED,9-0,136 LB,14"	Not Applicable	\$ -
Tie	084200103		EA	TIE,PRE-PLATED,9-0,136 LB,16.5",ROLLED	Not Applicable	\$ -
Tie	084200118		EA	TIE,PRE-PLATED,9-0,136 LB,CP18",CURVES	Not Applicable	\$ -
Tie	084100935	108	EA	TIE,PRE-PLATED,10-0,115 LB,1:40,ROLLED	\$ 179.73	\$ 19,410.52
Tie	084000017		EA	TIE,PRE-PLATED,10-0,136 LB,CP18",CURVES	Not Applicable	\$ -
Tie	084100934		EA	TIE,PRE-PLATED,10-0,136 LB,1:20,ROLLED	Not Applicable	\$ -
Tie	084710034	0	EA	TIE,PRE-PLATED,10-0,136 LB,1:40,ROLLED	\$ 183.93	\$ -
Tie	084850009		EA	TIE,CONCRETE,CT6S	Not Applicable	\$ -
Track Panels	003200006		EA	TRACK PANEL,115*,40'-0"	Not Applicable	\$ -
Track Panels	003200055		EA	TRACK PANEL,136*,40'-0"	Not Applicable	\$ -

Ballast						
Ballast	007100628	160	TON	BALLAST,TRACK	\$ 18.77	\$ 3,003.20
Ballast	007100602		TON	BALLAST,WALKWAY	\$ 8.38	\$ -
Ballast	007100636		TON	GRAVEL,FINES	Not Applicable	\$ -
Ballast	007100644		TON	RIPRAP	\$ 15.14	\$ -
Road Crossing Panels and Planks						
Concrete Panels	001115005	81	EA	CROSSING,CONCRETE,115*,OMNI,9FT	\$ 325.88	\$ 26,396.08
Concrete Panels	001115006		EA	CROSSING,CONCRETE,136*,OMNI,9FT	\$ 319.90	\$ -
Concrete Panels	001901142		EA	CROSSING,CONCRETE,115*,OMEGA,9FT	\$ 291.34	\$ -
Concrete Panels	001901143		EA	CROSSING,CONCRETE,136*,OMEGA,9FT	\$ 316.83	\$ -
Crossing Planks	051210609		EA	PLANK,XING,5"X 10"X 16'-0"	Not Applicable	\$ -
Crossing Planks	051211102		EA	PLANK,XING,6"X 10"X 16'-0"	\$ 84.85	\$ -
Crossing Planks	051211201		EA	PLANK,XING,6"X 10"X 20'-0"	Not Applicable	\$ -
Crossing Planks	051211607		EA	PLANK,XING,7"X 10"X 16'-0"	\$ 104.98	\$ -
Crossing Planks	051211706		EA	PLANK,XING,7"X 10"X 20'-0"	Not Applicable	\$ -
Crossing Planks	051212100		EA	PLANK,XING,8"X10"X16'-0"	\$ 114.80	\$ -

LOCATION:		Waseca Sub, MP 100.87 School Street				YEAR:		2025	
CPKC BUDGET RESPONSIBLE (Project Owner):		Robert Le Duc							
CPKC EXECUTING RESPONSIBLE (Roadmaster):		Jared Schmidt				BOARD ORDER (Y/N):			
S&C REQUIRED (Y/N):		y				ROAD AUTHORITY NAME: State of Iowa			
ROAD WIDTH:		50'				COST APPORTIONMENT: 41%			
CONCRETE REQUIRED:		63'							
TRACK PANEL LENGTH:		160'							
CROSSING RAIL WEIGHT:		115		LB		CURRENCY:		USD	
Crossing Planks	051212209		EA	PLANK,XING,8"X 10"X 20'-0"		Not Applicable		\$	-
Crossing Planks	084406207		EA	PLANK,XING,7-1/2X8X12',TR		\$	147.78	\$	-
Crossing Planks	084406181		EA	PLANK,XING,7-1/2X8X8,TR		\$	92.35	\$	-
Crossing Planks	084035240		EA	PLANK,XING,7-1/2X9X12',TR		\$	158.52	\$	-
Crossing Planks	084035200		EA	PLANK,XING,7-1/2X9X8',TR		\$	100.04	\$	-
Crossing Planks	084406249		EA	PLANK,XING,8-1/4X8X12,TR		\$	151.51	\$	-
Crossing Planks	084406223		EA	PLANK,XING,8-1/4X8X8',TR		\$	90.88	\$	-
Crossing Planks	084035440		EA	PLANK,XING,8-1/4X9X12',TR		\$	195.02	\$	-
Crossing Planks	084035400		EA	PLANK,XING,8-1/4X9X8',TR		\$	101.17	\$	-
Fasteners, Bars, Plates and Other Track Material (OTM)									
Fasteners	002840256		EA	SPIKE,TRACK,5/8" X 6",BULK		\$	0.77	\$	-
Fasteners	002840270		EA	SPIKE,EVERGRIP,6 1/2",BULK,1600/CRATE		\$	2.40	\$	-
Fasteners	002101010		EA	ANCHOR,RAIL,115*,IMP.FAIR,BULK		\$	2.65	\$	-
Fasteners	002101256		EA	ANCHOR,RAIL,136*,IMP.FAIR,BULK		\$	2.63	\$	-
Fasteners	002111013		EA	CLIP,RAIL,PANDROL,E2055		\$	2.40	\$	-
Fasteners	002111014	450	EA	CLIP,RAIL,PAND,E2055G,GALV,25/BAG		\$	3.52	\$	1,585.29
Fasteners	002111056		EA	CLIP,RAIL,PANDROL,J267		\$	7.05	\$	-
Fasteners	002111047		EA	CLIP,RAIL,PANDROL,ZLR,633A,+TOE PLATE		Not Applicable		\$	-
Fasteners	002199000		EA	INSULATOR,PANDROL,HD-8		\$	2.22	\$	-
Joint Bars	002302612		EA	JOINT BAR,100*REHF,33",6H		Not Applicable		\$	-
Joint Bars	002302620		EA	JOINT BAR,100*,HIGH RELIEF		Not Applicable		\$	-
Joint Bars	002303228		EA	JOINT BAR,115*,H/R,ROLLED,CANADA		Not Applicable		\$	-
Joint Bars	002303227		EA	JOINT BAR,136/132*,H/R,ROLLED,CANADA		\$	69.14	\$	-
Joint Bars	002303224		EA	JOINT BAR,115*,H/R,ROLLED,1 1/16"BOLT,US		\$	58.54	\$	-
Joint Bars	002303226		EA	JOINT BAR,136/132*,H/R,ROLLED,USA		\$	68.46	\$	-
Comp Bars	002400200		EA	JOINT,COMP,100*REHF-85*CPR,LHSOLD AS SET		Not Applicable		\$	-
Comp Bars	002400408		EA	JOINT,COMP,100*REHF-85*CPR,RHSOLD AS SET		Not Applicable		\$	-
Comp Bars	002400607		EA	JOINT,COMP,115-100REHF,NH,36 sold as set		\$	371.00	\$	-
Comp Bars	002000109		EA	JOINT,COMP,115-115,3/16" VERT,HR,CAN		Not Applicable		\$	-
Comp Bars	002400846		EA	JOINT,COMP,115*-115*,CINV		\$	286.99	\$	-
Comp Bars	002000110		EA	JOINT,COMP,115-115,3/16?VERT,HR,USA		\$	360.96	\$	-
Comp Bars	001516981		EA	JOINT,COMP,132/136*,NH		\$	432.54	\$	-
Comp Bars	002403014		EA	JOINT,COMP,136*-100*,LH SOLD AS SET		Not Applicable		\$	-
Comp Bars	002403212		EA	JOINT,COMP,136*-100*,RH SOLD AS SET		Not Applicable		\$	-
Comp Bars	002403410		EA	JOINT,COMP,136*-115*,LH SOLD AS SET		Not Applicable		\$	-
Comp Bars	002403618		EA	JOINT,COMP,136*-115*,RH SOLD AS SET		Not Applicable		\$	-
Comp Bars	002000107		EA	JOINT,COMP,136-132,HR,CAN		Not Applicable		\$	-
Comp Bars	002000108		EA	JOINT,COMP,136-132,HR,USA		\$	348.61	\$	-
Comp Rail	002706060		EA	RAIL,COMP,115-NEW-100RE-NEW,UNIVERSAL		Not Applicable		\$	-
Comp Rail	002706062		EA	RAIL,COMP,115-NEW-100RE-3/16",UNIVERSAL		\$	1,506.06	\$	-
Comp Rail	002000118		EA	RAIL,COMP,115-NEW-100RE-HF-3/16",UNIVERS		Not Applicable		\$	-
Comp Rail	002706063		EA	RAIL,COMP,115-NEW-100RE-5/16",UNIVERSAL		Not Applicable		\$	-
Comp Rail	002706061	4	EA	RAIL,COMP,115-3/16"-100RE-3/16",UNIVERSA		\$	1,361.52	\$	5,446.08
Comp Rail	002000119		EA	RAIL,COMP,115-3/16"-100RE-HF-3/16",UNI		\$	2,076.66	\$	-
Comp Rail	002000132		EA	RAIL,COMP,136-NEW-100RE-3/16",UNIVERSAL		\$	2,216.52	\$	-
Comp Rail	002000137		EA	RAIL,COMP,136-3/8-100RE-HF-3/16,UNIVERSA		Not Applicable		\$	-
Comp Rail	002000131		EA	RAIL,COMP,136-3/8"-100RE-3/16",UNIVERSAL		Not Applicable		\$	-
Comp Rail	002706001		EA	RAIL,COMP,136-NEW-115-NEW,UNIVERSAL		\$	1,359.42	\$	-
Comp Rail	002706100		EA	RAIL,COMP,136-NEW-115-3/16",UNIVERSAL		\$	1,572.91	\$	-
Comp Rail	002706126	0	EA	RAIL,COMP,136-NEW-115-3/8",UNIVERSAL		\$	1,695.56	\$	-
Transition Rail	001001500		EA	RAIL,TRANSITION,100*CP-RE,14/32"		Not Applicable		\$	-
Transition Rail	001410720		EA	RAIL,TRANSITION,115*,14/32"		\$	831.50	\$	-
Transition Rail	001410712		EA	RAIL,TRANSITION,136*,14/32"		\$	863.09	\$	-
Transition Rail	001410704		EA	RAIL,TRANSITION,136*,20/32"		\$	1,231.05	\$	-
Bolts	002104225		CAN	BOLT,TRK,85*,CDN,7/8"X 5",50#,33/KEG		Not Applicable		\$	-
Bolts	002104423		CAN	BOLT,TRK,100*,CDN,1"X 5-1/4",50#,28/CAN		Not Applicable		\$	-
Bolts	002104621		CAN	BOLT,TRK,115*,CDN,1"X 5-3/4",50#,24/KEG		\$	79.59	\$	-
Bolts	002104801		CAN	BOLT,TRK,136*,CDN,1-1/8"X 5-3/4",50#22PC		\$	100.39	\$	-
Nuts	001276105		EA	NUT,ELASTIC STOP,ESNA,1",TRACK		\$	7.31	\$	-
Nuts	001276154		EA	NUT,ELASTIC STOP,ESNA,1 1/8",TRACK		Not Applicable		\$	-
Plates	002702449		EA	PLATE,TIE,100*,DS,14",STD		Not Applicable		\$	-
Plates	002702803		EA	PLATE,TIE,115*,DS,14",STD		Not Applicable		\$	-
Plates	002702613		EA	PLATE,TIE,115*,PANDROL,1/40,TPL-13967		\$	18.45	\$	-
Plates	002703207		EA	PLATE,TIE,130/2/6*,DS,14",STD		Not Applicable		\$	-
Plates	002703405		EA	PLATE,TIE,130/2/6* DS,16",ECC,CURVES		Not Applicable		\$	-
Plates	002700011		EA	PLATE,TIE,136*,CP18",CURVES		\$	30.28	\$	-
Plates	002051820		EA	PLATE,TIE,131/2/6*,DS,14",SOO/D&H,AP12		\$	10.62	\$	-
Plates	002704015		EA	PLATE,TIE,136*,PANDROL,1/40,TPL-P2M		\$	18.58	\$	-
Tie Pads	001001460		EA	PAD,TIE,1/4 X 8 X 18 1/2,HOLES		\$	5.92	\$	-

LOCATION:		Waseca Sub, MP 100.87 School Street			YEAR:		2025	
CPKC BUDGET RESPONSIBLE (Project Owner):		Robert Le Duc						
CPKC EXECUTING RESPONSIBLE (Roadmaster):		Jared Schmidt				BOARD ORDER (Y/N):		
S&C REQUIRED (Y/N):		y				ROAD AUTHORITY NAME: State of Iowa		
ROAD WIDTH:		50'				COST APPORTIONMENT: 41%		
CONCRETE REQUIRED:		63'						
TRACK PANEL LENGTH:		160'						
CROSSING RAIL WEIGHT:		115 LB			CURRENCY:		USD	
Tie Pads	001278343		EA	PAD,TIE,GRADE CROSSING,PPI	\$ 41.67	\$	-	
Tie Pads	002703414		EA	PAD,RAIL,136*,CONCRETE/STEEL TIE,E CLIP	Not Applicable	\$	-	
Insulated Joints								
Poly Joint	001710216		EA	JOINT,RAIL,POLY-INS,9020	\$ 92.52	\$	-	
Poly Joint	001004201		EA	JOINT,RAIL,POLY-INS,9020*,6H,5 1/2"	\$ 358.50	\$	-	
Poly Joint	002539924		EA	JOINT,RAIL,POLY-INS,100*RE,-HF	Not Applicable	\$	-	
Poly Joint	002539932		EA	JOINT,RAIL,POLY-INS,100*CP-RE	Not Applicable	\$	-	
Poly Joint	002540005		EA	JOINT,RAIL,POLY-INS,115*RE,6H	\$ 371.38	\$	-	
Poly Joint	002000079		EA	JOINT,RAIL,POLY-INS,115*,HR COMB	\$ 400.59	\$	-	
Poly Joint	002539890		EA	JOINT,RAIL,POLY-INS,130*,6H	Not Applicable	\$	-	
Poly Joint	002000080		EA	JOINT,RAIL,POLY-INS,132*,HR COMB	\$ 367.25	\$	-	
Poly Joint	002540401		EA	JOINT,RAIL,POLY-INS,136*RE,6H	\$ 375.51	\$	-	
Poly Joint	002000078		EA	JOINT,RAIL,POLY-INS,136*,HR COMB	\$ 429.86	\$	-	
Pre-Bond Joint	002550756		EA	JOINT,RAIL,PRE-BND,115*,13',PRE	\$ 706.88	\$	-	
Pre-Bond Joint	002550757		EA	JOINT,RAIL,PRE-BND,115*,13',PRE,3/8"WORN	\$ 1,134.91	\$	-	
Pre-Bond Joint	002000111		EA	JOINT,RAIL,PRE-BND,115*,20',PRE	\$ 903.05	\$	-	
Pre-Bond Joint	002000112		EA	JOINT,RAIL,PRE-BND,115*,20',PRE,3/8"WORN	\$ 1,378.79	\$	-	
Pre-Bond Joint	002000113		EA	JOINT,RAIL,PRE-BND,132*,20',PRE	\$ 940.39	\$	-	
Pre-Bond Joint	002000114		EA	JOINT,RAIL,PRE-BND,132*,20',PRE,3/8"WORN	\$ 1,396.03	\$	-	
Pre-Bond Joint	002552604		EA	JOINT,RAIL,PRE-BND,136*,13',PRE	\$ 900.70	\$	-	
Pre-Bond Joint	002552605		EA	JOINT,RAIL,PRE-BND,136*,13',PRE,3/8"WORN	\$ 1,107.23	\$	-	
Pre-Bond Joint	002000115		EA	JOINT,RAIL,PRE-BND,136*,20',PRE	\$ 1,019.01	\$	-	
Pre-Bond Joint	002000116		EA	JOINT,RAIL,PRE-BND,136*,20',PRE,3/8"WORN	\$ 1,455.97	\$	-	
Welding Material								
Thermite Kits	772209998	4	EA	KIT,THERMITE,115 LB,1-SHOT,PRE	Not Applicable	\$	-	
Thermite Kits	772210000	0	EA	KIT,THERMITE,136 LB,1-SHOT,PRE	Not Applicable	\$	-	
Other Materials needed (please be specific)								
					\$		-	
					\$		-	
					\$		-	
Bulk Scrap Recovery Estimate								
Scrap	901203034	1000	LB	OTM,MISC,SCRAP	\$ (0.08)	\$	(80.00)	
Scrap	982201301	80	FT	RAIL,SCRAP,ALL	\$ (4.38)	\$	(350.40)	
MATERIAL TOTAL COST						\$	60,320.98	

3rd PARTY RENTAL EQUIPMENT						
VENDOR NAME		DAYS	DESCRIPTION (Please be specific)	DAILY RATE	TOTAL COST	
3rd PARTY RENTAL EQUIPMENT				\$ -	\$ -	
3rd PARTY RENTAL EQUIPMENT				\$ -	\$ -	
3rd PARTY RENTAL EQUIPMENT				\$ -	\$ -	
				\$ -	\$ -	
EQUIPMENT TOTAL COST					\$ -	
CONTRACTOR COSTS						
VENDOR NAME		QUANTITY	UNIT OF MEASURE	DESCRIPTION (Please be specific)	UNIT COST	TOTAL COST
Contractor Costs		1	DAY	asphalt	\$ -	\$ -
Contractor Costs		2	DAY	2 Excavators, 1 Skid	\$ 10,000.00	\$ 20,000.00
Contractor Costs					\$ -	\$ -
Contractor Costs					\$ -	\$ -
Contractor Costs					\$ -	\$ -
Contractor Costs					\$ -	\$ -
CONTRACTOR TOTAL COST					\$ 20,000.00	
OTHER COSTS						
DESCRIPTION (please be specific)				UNIT COST	TOTAL COST	
Personal Expenses (e.g. Crew Meals & Accommodations)				\$ 20,000.00	\$ 20,000.00	
Other Costs				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
OTHER TOTAL COST					\$ 20,000.00	
TOTAL PURCHASED SERVICES					\$ 40,000.00	
TOTAL COST OF ROAD CROSSING					\$ 121,120.98	

Exhibit C

STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS

1. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

2. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.

3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

4. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.

5. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect DAKOTA MINNESOTA AND EASTERN RAILROAD, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor or any of its subcontractors or agents, and shall further provide that the contractor

shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, in accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not less than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by the contractor.

6. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.

7. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock. The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

8. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

EXHIBIT D

ESTIMATED QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNITS	UNIT COST	TOTAL ESTIMATED QUANTITY	STEELE COUNTY SCHOOL STREET	
					EST. QUANT.	EST. COST
2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$ 6,000.00	1	1	\$ 6,000.00
2011.601	AS BUILT	LUMP SUM	\$ 3,000.00	1	1	\$ 3,000.00
2021.501	MOBILIZATION	LUMP SUM	\$ 8,000.00	1	1	\$ 8,000.00
2101.502	GRUBBING	EACH	\$ 400.00	1	1	\$ 400.00
2104.502	REMOVE SIGN	EACH	\$ 65.00	6	6	\$ 390.00
2104.502	SALVAGE SIGN	EACH	\$ 64.00	1	1	\$ 64.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$ 4.80	15	15	\$ 72.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 2.10	252	252	\$ 529.20
2104.503	REMOVE CURB	LIN FT	\$ 11.00	37	37	\$ 407.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	\$ 5.20	309	309	\$ 1,606.80
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$ 6.80	42	42	\$ 285.60
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 5.20	893	893	\$ 4,643.60
2104.518	REMOVE CONCRETE WALK	SQ FT	\$ 1.70	304	304	\$ 516.80
2106.507	EXCAVATION - COMMON	CU YD	\$ 9.00	1620	1620	\$ 14,580.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$ 16.00	720	720	\$ 11,520.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$ 7.10	204	204	\$ 1,448.40
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 35.00	291	291	\$ 10,185.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$ 78.00	236	236	\$ 18,408.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	\$ 41.00	4	4	\$ 164.00
2501.502	15" RC PIPE APRON	EACH	\$ 1,300.00	1	1	\$ 1,300.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$ 102.00	53	53	\$ 5,406.00
2506.502	CASTING ASSEMBLY	EACH	\$ 1,100.00	2	2	\$ 2,200.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	\$ 610.00	2.6	2.6	\$ 1,586.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 880.00	3.0	3.0	\$ 2,640.00
2521.518	6" CONCRETE WALK	SQ FT	\$ 10.00	56	56	\$ 560.00
2521.518	3" BITUMINOUS WALK	SQ FT	\$ 2.00	971	971	\$ 1,942.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	\$ 21.00	35	35	\$ 735.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	\$ 18.00	817	817	\$ 14,706.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$ 24.00	165	165	\$ 3,960.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$ 31.00	227	227	\$ 7,037.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 89.00	13	13	\$ 1,157.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$ 180.00	15	15	\$ 2,700.00
2531.603	CONCRETE CURB AND GUTTER	LIN FT	\$ 47.00	38	38	\$ 1,786.00
2531.618	TRUNCATED DOMES	SQ FT	\$ 64.00	112	112	\$ 7,168.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 8,000.00	1	1	\$ 8,000.00
2564.602	INSTALL SIGN	EACH	\$ 630.00	1	1	\$ 630.00
2564.618	SIGN	SQ FT	\$ 73.00	68	68	\$ 4,964.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 190.00	4	4	\$ 760.00
2573.502	CULVERT END CONTROLS	EACH	\$ 160.00	1	1	\$ 160.00
2573.503	SILT FENCE; TYPE MS	LIN FT	\$ 2.70	280	280	\$ 756.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$ 3.50	40	40	\$ 140.00
2575.501	TURF ESTABLISHMENT	LUMP SUM	\$ 3,000.00	1	1	\$ 3,000.00
2582.503	24" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	\$ 31.00	57	57	\$ 1,767.00
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	\$ 4.00	158	158	\$ 632.00
2582.518	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN	SQ FT	\$ 13.00	124	124	\$ 1,612.00
CONSTRUCTION					\$	159,524.40
CONSTRUCTION ENGINEERING / CONTRACT ADMINISTRATION (ASSUMES 8%)					\$	12,761.95
GRAND TOTAL					\$	172,286.35