PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle to receive the 2023 Preliminary Budget and Levies.

OWATONNA CITY COUNCIL MEETING

Tuesday, September 6, 2022 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Svenby, Voss, Dotson, Burbank, Boeke Raney & Schultz

1. **INTRODUCTORY ACTIONS:** Call to Order; Roll Call and Pledge of Allegiance
   - 1.1. Council Agenda
   - 1.2. Mayor Kuntz
     - 1.2.1. Proclamation - Welcome Week
2. **CONSENT AGENDA ITEMS**
   - 2.1. Minutes – Council Meeting – August 16, 2022
   - 2.2. Minutes - Board/Commission Minutes
     - 2.2.1. OPU Meeting - July 26, 2022
     - 2.2.2. EDA Meeting - August 17, 2022
     - 2.2.3. Human Rights Commission Meeting - August 8, 2022
     - 2.2.4. HRA Board Meeting - August 22, 2022
     - 2.2.5. Planning Commission Meeting - August 23, 2022
   - 2.3. Department Reports:
     - 2.3.1. Weed / Nuisance Inspection Report
     - 2.3.2. Building & Inspection Reports - August 2022
   - 2.4. Licenses/Permits
     - 2.4.1. Temporary Liquor Permit - Two Rivers Habitat for Humanity - April 1, 2023
     - 2.4.2. Event Permit - Ribbon Cutting for N Cedar Avenue Streetscape Project - October 13, 2022
     - 2.4.3. Event Permit - Relay for Life - September 24, 2022
     - 2.4.4. Event Permit - N Bluff Block Party - September 17, 2022
     - 2.4.5. Event Permit - OctoberFest at Brooktree Golf Course - October 22, 2022
   - 2.5. Miscellaneous
     - 2.5.1. Traffic Signal Maintenance and Upgrade Change Order - River City Electric Co
     - 2.5.2. Four-Season Rental Agreement for Have a Healthy and Safe Program
3. **ACTION ITEMS**
   - 3.1. Finance Report
   - 3.2. Ordinances
     - 3.2.1. Ordinance 22-11: Stormwater Ordinance Updates

3.3. Resolutions:

3.3.1. Res 70-22: Declare Costs 2021 Cedar Avenue Streetscape Project

3.3.2. Res 71-22: Set Date for Public Hearing 2021 Cedar Avenue Streetscape Project Proposed Assessments

3.3.3. Res 72-22: Steele Waseca Electric Cooperative Lot Split - SPLT -1

3.4. Miscellaneous

3.4.1. ICS Agreement - Facility Condition Assessment Update

4. **STAFF REPORTS**
5. **PUBLIC COMMENTS:** (Please limit comments - 2 minutes and items not on the agenda.)
6. **COUNCIL COMMENT AND GENERAL INFORMATION**
7. **ADJOURN**

Mayor Kuntz

Mayor's Proclamation

WHEREAS the Owatonna Human Rights Commission is preparing celebration of the 2022 Welcoming Week as a way to bring neighbors together across lines of difference to build relationships and work together on shared goals; and

WHEREAS our city's success depends on making sure that all residents feel welcome. Owatonna is home to people of all backgrounds, including those who were not born in here, but now call it home. All residents are a vital part of our community as we are strengthened by the diversity of our immigrant populations as they contribute to the vibrant diversity that we value; and

WHEREAS Owatonna looks to build and establish a community where everyone has the opportunity to thrive and contribute to our shared success; and

WHEREAS regardless of where we are born or how we identify, are now interdependent. By fostering a welcoming environment for all — regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors — to enhance Owatonna's health, economic prosperity, and well-being for current and future generations.

Now, therefore, I, Thomas A Kuntz, Mayor of the Great City of Owatonna, proclaim the week of September 19-23, 2022 as

Welcoming Week

and call on all residents to reach across lines of difference and participate in activities planned. I also call on business leaders, civic groups, government agencies, and community institutions to undertake their own initiatives, to make our city a more welcoming place for new and long-term residents.

I have hereunto set my hand and caused Seal of the City of Owatonna to be affixed this 6th day of September, 2022.

_____

Thomas A. Kuntz, Mayor

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, August 16, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Burbank, Boeke, Raney, Voss, Svenby and Schultz; Mayor Kuntz; Public Works Director Skov; Human Resources Director Thamert; Communications Manager Sheely; City Attorney Walbran; City Administrator Busse, and Administrative Specialist Clawson. Council Member Dotson was unable to attend

Agenda

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

Public Hearing: Proposed Assessments – Truman Avenue Project

Council President Schultz explained the process used for a public hearing held during a Council Meeting. Public Works Director Skov explained this project started last fall and just recently completed. This was a complete reconstruction and addition of sidewalk on the east side. Assessments will be repaid over a 10-year period and recommended an interest rate is 3% which is based on the 2021 bond issue true interest costs. The proposed assessments were calculated using $52.00/foot to collect $232,139.44 towards this project expenses.

At 7:02 p.m., Council President Schultz opened a public hearing for comments. Ron Herzog, 715 Truman Avenue commented he disappointed with this project. He thought it was poorly designed, poorly constructed and questions if complete. The project supervisors weren't very observant, and the job was not done well. With the new street, the speed limit is 30 mph but now many seem to think it is 60 mph, there needs to be more speed limit signs placed along the street Some of the driveways were tore up farther than the 10' approach, if I hadn't been out there to tell them I had rebar in my driveway, I believe they would have tried to rip it out. The water shutoffs are not level with the street so bumpy to drive on. Parking is now available on the street by the church but they have a parking lot so who pays for this? Skov responded there are a few punch list items left including the water shutoffs, staff is working with the contractor to complete soon. All property along the street was billed $52.00/foot for this improvement, the proposed assessment for the church is $16,640.00. At 7:12 p.m., Council Member Raney made a motion to close the public hearing, Council Burbank seconded the motion, all members present voted aye in approval.

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

Council Member Raney made a motion to approve Resolution 67-22 adopting the Proposed Assessments for the Truman Avenue Project with the Term of Repayment set at 10 years at an annual interest rate of 3%. Council Member Boeke seconded the motion, all members present voted aye in approval.

Consent Agenda

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

Minutes – Council Meeting – August 1, 2022
Minutes - Planning Commission Meeting - July 12, 2022
Minutes - Human Rights Commission Meeting - July 12, 2022
Minutes - Library Board Meeting - July 19, 2022

Minutes - EDA Meeting - July 20, 2022
Minutes - HRA Board Minutes - July 25, 2022
Building and Inspection Monthly Reports - July 2022
Compliance-Inspection Report - August 12, 2022
Exempt Permit - Open Arm Suicide Prevention - September 10, 2022
Exempt Permit - Exchange Club of Owatonna - December 15, 2022
Excluded Bingo - Early Morning Rotary - November 11, 2022
Event Permit - Walk to End Alzheimer's Disease - Alzheimer's Association - Sept 10, 2022
Event Permit - Welcome Walk - Owatonna Human Rights Commission - Sept 19, 2022
Agreement - Fire Alarm Panel Upgrade at Fire Hall - Custom Alarm
Resolution 68-22: Authorize Contract for Fame Award Purchase

Council Member Burbank made a motion to approve these Consent Agenda Items; Council Member Svenby seconded the motion. Council Member Voss commented he would recuse vote on Resolution 68-22 as he is owner of Fame Awards. All members present voted aye for approval of these Consent Agenda Items.

Finance Report

Council Member Raney recapped payments made more than $20,000 for this period. Bills presented for payment total $1,759,517.39. Council Member Svenby made a motion to approve payment of these bills, Council Member Burbank seconded the motion, all members present voted aye for approval.

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

City Administrator Busse requested approval of Resolution 69-22 urging Governor Walz to call a Special Legislative Session for a Bonding Bill. During the 2022 Legislative Session, the legislature failed to pass a tax bill and bonding bill before the session adjourned. The City of Owatonna requested $22 million in bonding funds to help offset the significant costs of expanding the Wastewater Treatment Plant. The construction bid for the expansion was $55 million. This critical infrastructure is necessary to support community growth. Construction materials and labor shortages caused costs to increase dramatically, putting an undue burden on ratepayers. In addition, state funding for the Public Facility Authority Wastewater Grant Program was not approved in which the City was expected to receive $8 million grant funds.. Council Member Raney made a motion for approval; Council Member Boeke seconded the motion; all members present voted aye in approval.

Agreement for Functional Pre-Employment Testing for OPD - WorkSTEPS

Human Resources Director Thamert presented an agreement with WorkSTEPS for police officer pre-employment testing. The League of Minnesota Cities partnered with and contributed to the design of a pre-employment, post-offer abilities test for police officer candidates with WorkSTEPS. WorkSTEPS is a leading national provider of medical/functional pre-employment validation services. The test has been validated in accordance with EEOC standards, specifically for Minnesota city law enforcement departments. This testing would be part of the post-offer, pre-employment screening process for Owatonna police officers. Cost for conducting

the comprehensive post-offer functional employment testing with WorkSTEPS is $185.00 per test. Council Member Burbank made a motion for approval, Council Member Voss seconded the motion; all members present voted aye in approval.

Obstruction Permit at Federated Insurance - Benike Construction

Public Works Director Skov presented request received from Benike Construction and Federated Insurance for a Dumpster Permit to allow a dumpster in the City Right of Way for the duration of the project at Federated Insurance in the downtown area. This project is expected to be completed in 2023. Dumpster Permits are valid for 2 weeks upon issuance with a 2-week extension period, they were granted an extension to the original permit obtained last summer, Council approved an extended permit on September 7, 2021, until this spring. They are now requesting another extended permit at the same location; the location of the dumpster has been identified as the safest and most direct route out of the building. The permit holder acknowledges that the area around the dumpster must be maintained, and that snow removal is their responsibility. Council Member Raney made a motion for approval contingent on two conditions: the fee charged for the first two-week period is $200 with $50 for each two-week period until the dumpster is removed and the dumpster be set further to the west so is not as close to the intersection of Broadway Street and Elm Avenue as it was last year. This created a blind spot for traffic so ask the dumpster be placed west of the yellow zone at the corner. Council Member Boeke seconded the motion, all members present voted aye for approval.

Permit - Film Miniseries by Winter State Entertainment: August 24 - Sept 7, 2022

Nick Hagen, Producer with Winter State Entertainment requested approval of the permit received to shoot a mini-series in the wooded area along the N Straight River and Manthey Park. Filming would occur in 4-day increments between August 24 and September 7th with filming for three days and then one day off. If the weather is bad, they will adjust their film dates or extend options for participants through September 9th. They plan to be walking and filming in remote areas which would not obstruct trail use. Council Member Svenby asked if they would cut, trim or other cause damage to these wooded areas. Hagen replied no, they plan to carry equipment in on foot and will not damage the area, no trees will be trimmed or cut. Council Member Raney commented the permit application was just received and should not be considered; City Policy requires applications be submitted 30 days prior to an Event. Administrative Specialist Clawson commented the application received was a Park Permit which Park Board would consider for approval; but the next Park Board Meeting is on September 12th, which is after the event dates requested. This application wasn't received and processed as an Event Permit so requesting an exception for approval from Council for this Park Permit. Council Member Boeke commented he agrees with Council Member Raney, during the last Council Meeting similar situation was discussed. Council Member Voss added it was discussed for information sent to re-occurring event applicants reminding them of this 30-day submission requirement as they plan their 2023 activities. Mr. Hagen explained timing in the filming industry is very tight and he hopes Council would consider granting annual preapproval for city spaces. Council Member Raney commented he would not approve a general approval request as specific detail is needed prior to approval. Council Member Voss made a motion to approve this permit application, Council Member Burbank seconded the motion which was approved by majority vote.

Staff Updates

Public Works Director Skov commented the overlay projects on 20th Street and Third Avenue NW were complete yesterday. Asphalt costs increased 40% this year which will limit the amounts of overlays done this year. The WWTP Project is underway with the site being cleared of debris; this site previously served as a landfill so there is approximately 20 feet of broken glass and junk to be removed. Staff is working on updates for the Stormwater Ordinance and designs for the 2023 projects for street and trail improvements.

Human Resourced Director Thamert welcomed Mitchell Schwering, Engineer Technician III who began his duties last week on August 8th. HR Staff is preparing for the Employee 2023 Insurance Open Enrollment process and are also working with Deanna on an internal communication plan.

Communications Manager Sheely commented the August City Spotlight video posted last week on the City's website with information from most departments. Working on the SeeClickFix app to allow internal and external updates. Working with Human Resources to develop an internal communication plan, we sent a survey to employees asking what information they want included and how they wanted to receive information. Also working with the Human Rights Commission as they prepare for Welcoming Week in mid-September. Postings to Facebook have reached a lot of viewers, Anna's recent post about a street closure reached more than 7,500. We want to encourage residents to sign up for notification on the city's website. Parks and Rec will be showing draft concepts of the proposed Park Master Plan and Stormwater Management is partnering with the Cannon River Watershed at the Steele County Free Fair this week.

Public Comments: no comments heard.

Council/Administration Comments and General Information

Council Member Raney commented the city does a lot of business and makes a lot of decisions, but staff is considered family. An employee's 12-year-old son recently had heart surgery and now faces a long road of recovery. Asking if so inclined, to please say some prayers, fortunately, the last days have been good ones. He thanked HR Director Thamert for inviting Council Members and Mayor Kuntz to assist at the Annual City Employee picnic.

Council Member Svenby commented it looks like it is going to be a great week at the fair and encouraged everyone to go and enjoy.

Council Member Voss thanked Public Works Director Skov for his work, there have been several tough projects to complete, and he believes they have all been done well. Yesterday, he noticed the nicely painted stop lights near Walmart recently completed.

Council Member Burbank commented the Selby Avenue project has been discussed for several years and just started yesterday. Anticipate the new road is going to entice speeders so plans to talk with Chief Mundale about this.

Mayor Kuntz commented everyone should get out and enjoy the fair.

Council President Schultz thanked everyone for attending the meeting and also hopes everyone will get a chance to attend the county fair this week.

Adjournment: At 7:51 p.m., Council Member Raney made a motion to adjourn, Council Member Burbank seconded the motion, and all members voted aye in approval.

Respectfully Submitted,

Jeanette Clawson, Administrative Specialist

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 Johnson, Zirngible, Kottke, and Rossi. Absent was Commissioner Doyal. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Operations Fenstermacher; Director, Information Techologies & Metering Baum; Manager, Human Resources Madson; Manager, Facilities & Gas/Water Operations Prokopec; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation & Key Accounts Officer Hendricks; OPU Employees Lori Jerpbak and Shanda Meier. Other guests included Dave Geschwind, CEO SMMPA; Beth Fondell, CFO SMMPA; City Council Member Kevin Raney and customer, Roger Wacek.

President Johnson called the meeting to order and asked for a motion to approve the agenda. Commissioner Zirngible moved to approve the agenda. Commissioner Rossi seconded the motion. All Commissioners voting Aye, the motion passed. President Johnson then asked for approval of the Consent Agenda. The consent agenda included the minutes from the June 28, 2022 meeting, as well as the Contributed Services report as of June 30, 2022. Commissioner Rossi moved to approve the consent agenda as presented. Commissioner Kottke seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Kottke reported the Finance Committee met, reviewed and approved vouchers totaling $4,831,317.38. He further reported two work orders were closed resulting in 6% underbudget for the year. He reported the electric, water and gas utilities are favorable and are on target for year end.

Personnel Committee – Commissioner Rossi reported the Committee received a staffing report, and after 808 days, there was an OSHA recordable injury resulting in an employee getting stitches in his finger; however, there was no lost time, the employee returned to work.

City Administrator's Report

City Administrator Busse updated the Commission on the Streetscape project, the groundbreaking for the Wastewater Treatment plant expansion and National Night Out. She reminded the Commission of the upcoming joint subcommittee meeting. She noted, the topic of the meeting will be community engagement and how board members can stay positive and supportive of each other.

SMMPA Presentation – Short Term Financial Forecast and Cash Burn Mitigation

General Manager Warehime introduced Dave Geschwind and Beth Fondell from the Southern Minnesota Municipal Power Agency, OPU's wholesale provider. Mr. Geschwind recapped discussions the SMMPA Board had as well as current market conditions, challenges, future predictions, and coal supply issues. He noted, there has not been a rate increases since 2017, in fact, SMMPA has been returning overages to its customers the past few years. Mrs. Fondell discussed how high costs of electricity have been draining reserves, rate stabilization, and pass-through mechanisms. She noted, SMMPA does not have a pass-through tool available so therefore a rate increase is necessary to help recover the funds. The SMMPA Board of Directors, approved a rate increase up to 10% of member sales to become effective November 1, 2022. SMMPA staff will continue to evaluate the numbers and will present a final number at an upcoming meeting.

SMMPA Board Actions Impact to Customers

Director, Finance and Administration Olson recapped the recent SMMPA Board actions, and the cancellation of the second cash distribution from SMMPA. Mr. Olson noted both cash distributions from SMMPA are built into the 2022 budgeted rates. The first one we received. We need to determine how to handle the cancellation of the disbursement. He presented two options to the Commission. The first option was to absorb the loss of $850K in budgeted revenue whereby reducing reserves. The second option is to pass it through to the customers, spread-out for the rest of the year, through the Energy Acquisition Adjustment (EAA). This option would impact the average residential customer about $3.26 per month. After discussion, Commissioner Rossi moved to adopt Option #2 and use the EAA to pass the loss onto the customers through the end of the year. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed.

General Manager/Staff Report

General Manager Warehime informed the Commission on the proposed rate increase from Northern Natural Gas. He noted, this will impact us in January until the issue is settled. He noted, OPU is a member of the Minnesota Regional Gas Task Force. The Task Force has hired a lawyer to represent us in fighting for lower rates.

General Manager Warehime reminded the Commission of the August meeting date change, noting the meeting has been changed to Thursday due to the MMUA Summer Conference.

Director, Finance & Administration Olson reported OPU has begun their budgeting process and reminded them of the special meeting invite they should have received. Mr. Olson will give a preliminary update in September.

Director, Engineering & Field Operations Fenstermacher updated the Commission on supply chain issues and an update on some outages relating to the transmission lines over the previous weekend.

Commission Roundtable

President Johnson expressed his appreciation to the staff for keeping the Commissioners informed of upcoming issues.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:19 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

EDA
Minutes
August 17, 2022

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

Approval of Minutes. Commissioner Boeke moved approval of the minutes of the July 20, 2022 meeting with second by Commissioner Mensink. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for July. Klecker stated the City is still working through the new software issues and reports are one of those issues we are dealing with.

Loan Report. Bill Owens presented the Loan Report for July. Owens stated all loans are current. Wagner's has paid the interest due and is current with all payments as well.

OACCT Report. Chamber Director Brad Meier presented the OACCT Report for July. Meier summarized the "Summer of Jobs" tour event from the prior week. Voss commented that the Downtown Thursday events are great but would like to see more activity on the 300 block as well.

OABDC Report. Bill Owens presented the OABDC Report for July.

OPED Report. Troy Klecker provided the OPED report. Klecker also provided an update on housing in the City and the discussions OPED has been having. Cowell asked about the lot inventory currently available in the City. Kruschke stated there are approximately 85 lots available today.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for July. Klecker stated that Monson will be looking to extend the occupation date in the development agreement as construction will not be complete. Congratulations were given to Tom Peterson for the CDI groundbreaking. Peterson stated they expect to be operational by August 1, 2023 in the new building. Voss stated that efforts to dispose of 148 West Main Street need to be increased.

New Business. Klecker presented the forgivable loan requests for 141 West Broadway and 318 North Cedar Avenue. Owens provided a summary of the proposed work for each project. Motion by Boeke and seconded by Cowell to approve the respective forgivable loan requests. All Commissioners voting Aye, the motion passed.

Other Business. Klecker requested clarification on the intent of the EDA on the interior and exterior loans and the ability to shift dollars. Cowell stated that the intent was to move dollars

between the two categories if needed but that the applicants cannot receive more than $10,000 from each category.

Schedule Next Meeting. The next EDA meeting is scheduled for **September 21, 2022** at 4:00 PM at the City Council Chambers.

Adjournment. There being no further business, a motion was made by Commissioner Cowell and seconded by Commissioner Mensink to adjourn the meeting at 4:47 pm. All Commissioners voting Aye, the motion passed.

Owatonna Human Rights Commission – Minutes – DRAFT COPY

The Owatonna Human Rights Commission (OHRC) met on Monday, August 8, 2022, in the Second Floor Conference Room at City Hall. At 5:34 p.m. Chairman Cords called the meeting to order with Commissioners Vanoosbree, Leon, Gillespie, Gunderson, and Cords; City Administrator Busse, Deanna Sheely, Communications Manager and Administrative Specialist Clawson. Commissioner Effertz and Emanuelson were unable to attend.

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

Minutes of the July 12, 2022, OHRC Meeting were reviewed. Commissioner Gillespie made a motion to approve as presented, Commissioner Gunderson seconded the motion, all members present voted aye for approval.

Items of Discussion:

Welcoming Week - Deanna Sheely, Communications Manager presented the proposed Communication Plan for review. Information was used from the Welcoming America Resource Information Packet and credit to Arts & Cultural Heritage Fund for grant received from the Southeastern Minnesota Arts Council. Activities planned include:

Monday – Mural Dedication and Welcome Walk

Tuesday – Forum at the History Center – Overcoming Language Barriers

Wednesday - no activity confirmed - Commissioner Gunderson has contacted the Arts Center and the History Center and will follow-up with each.

Thursday – Library – “When You Can’t Go Home” – portrait display and discussion

Review of the event communication plan and deliverables were discussed. The committee will meet Monday and information from Commissioner Emanuelson due next Friday to finalize event plans. Commissioner Vanoosbree will contact food vendors and prepare a list of tasks and responsibilities to review with Deanna for preparation of a News Release and publicity later this month.

2022 OHRC Annual Report – Commissioner Cords presented final draft on the 2022 Annual Report. Commissioner Gunderson made a motion to approve the report, Commissioner Leon seconded the motion, all members voted aye in approval.

At 6:39 p.m., Commissioner Vanoosbree made a motion to adjourn, Commissioner Cords seconded this motion; with no objections, the meeting was adjourned. The next meeting will be Tuesday, August 13, at 5:30 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on AUGUST 22, 2022

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:04 p.m. in the 2nd Floor Conference Room by Chairperson Olivo.

Members present were John Hole, Vicky Olivo, and Hussein Osman. Also present were Housing Manager Ghassan Madkour, Community Development Director Troy Klecker, Planning Technician Kristen Kopp, and Council Member Dan Boeke.

Approval of the Minutes: Chairperson Olivo called for a motion to approve the minutes of the July 25, 2022 meeting. A motion was made by Hole and seconded by Osman to approve the minutes. All Commissioners voting Aye, the motion carried.

Executive Directors Report: Klecker said that the footing and foundation is dug for the apartment on 26th Street and North Cedar Avenue. Westlake Meadows apartments have pulled permits for three of the five apartment buildings and they're currently grading. These units won't be available to the public until spring of 2023. Hole asked how many units Westlake Meadows will have. Klecker said 130 or so. He said they've issued 10 single family house permits so far this year, which is much lower than last year. Troy Schrom is developing about 18 new higher end lots on the north end and we're working with two developers right now to get some more lots opened up for more possibilities for new home construction. He said he's expecting the state will be coming out with programs for affordable housing. Osman asked about Rise Modular. Klecker said they do modular units for apartments and hotels, but not single-family homes. They will be doing the hotel in front of the movie theater on Allan Avenue. Osman asked if there is a list of all the lots available. Klecker said yes, there's a map. Olivo asked if anything came out of talks with the mobile home parks. Klecker said he hasn't had any recent discussions, but it's worth reaching out again. Olivo asked if there were discussions about acquiring land for new lots. Klecker said that they're in discussions right now with developers. It's so expensive for a developer to put up all that money up front. Ideally you get a developer who's also a builder and they can recoup their costs. He said some developers / builders are renting out the houses they build. That's the route almost all the big developers in the Cities are going right now, although he's not sure they would do it in a smaller city like Owatonna. He said there's a trend toward renting for more mobility and convenience. Ultimately we want to have more units and opportunities for homeownership as well as renting. Osman asked about the apartments behind Lowe's. Klecker said they are planning to build five apartment buildings with a lot of green space, a pool, dog park, garages, and a playground. They will be market rate, but probably a little more reasonable because there are more units to spread the costs over. They'll be right at or right under some of the market rate apartments in town.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for July totaled 117. Total year to date assistance and administration costs were $398,327.44 and revenues were $369,456.92. The Housing Choice Voucher Program fund balance at July month end is $146,185.31. Madkour provided City of Owatonna HRA monthly balance sheet and revenue/expense reports for the HRA General Fund including the Bridges Programs. The HRA Revenues year to date total is $270,893.82 and the expenses total $225,157.09. The HRA General Fund balance is $409,755.49.

Madkour said he's been putting out a lot of applications with about 150 on the waitlist right now. Just a little less than a third are out-of-towners. Our preference is for Steele County folks first. He put out about 16 applications on August 2. Six replied and ten will come off the waitlist because they didn't reply. He said we're caught up and, for the first time, we didn't have to do a purge this year. Currently for HCV there are 10 people searching with vouchers and four on the Mainstream program. We are at 22 Mainstream clients in a little over a year. We are at 92 active vouchers on HCV. If we get to a point when it saturates,

he'll communicate with the clients that are still searching that they are “x” place in line. There are two in the process of porting out and two porting in. He said they are currently at 26 Bridges clients on regular Bridges. They’re servicing three out of Waseca. On the Bridges-like Program, they’re at 10 clients. That is a total of over 150 clients that are active and by the end of the year, that could be 175 or 180. With Bridges, ten are searching and he’s waiting for paperwork for 12. He said that he got an email recently about VASH Vouchers for veterans. He’s going to talk to someone at the State before spending time on the application as we may not have a chance. He said that he reached out to Karina today and the Housing Trust Fund has been delayed a couple months by the State.

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

There was some discussion about first-time homebuyer programs.

New Business: Klecker said that the HRA had funded a Housing Study every three years and that study is given out to all developers to draw interest in doing projects here. The last one was done in 2020. He said he contacted Maxfield, and they have a backlog and are about eight months out. He said he got a proposal back today for $17,500, which is very reasonable. It will update all our housing numbers and have the new Census information. He said he’d like authorization to get that lined up. Ideally it would be early spring next year. A motion was made by Hole and seconded by Osman to approve the funds for the new Housing Study. All Commissioners voting Aye, the motion carried. Klecker said the Housing Study is one of the most important things we can do.

The next meeting will be Monday, September 26, 2022.

Adjournment: There being no further business, a motion to adjourn was made by Osman, seconded by Hole. All Commissioners voting Aye, the motion carried. The meeting adjourned at 5:00 p.m.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

OWATONNA PLANNING COMMISSION MINUTES FOR AUGUST 23, 2022

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

A motion was made by Effertz and seconded by Wilson to approve the minutes of the regular meeting of July 12, 2022. All Commissioners voting Aye, the motion carried.

Application SPLT-1, which is a request for a lot split by Jamey Shandley, Hamilton Real Estate Group and Steele Waseca Electric Cooperative for the property located at 2411 West Bridge Street, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:34 pm. Craig Britton with Widseth was present. He said that they have reviewed the conditions and have no objections to them. He said he's happy to answer any questions. Public hearing closed at 5:35 pm. A motion was made by Springer-Gasner and seconded by Wilson to recommend City Council approval of this formal lot split with the following conditions:

1) The entire property shall be replatted, including the Steele Waseca property in order to subdivide any further lots.
2) A 10 foot wide easement shall be dedicated for the sanitary sewer main line in the SE corner.
3) A 10 foot wide drainage and utility easement shall be dedicated with the plat along the new property line.
4) The access point shall line up with Alexander Drive SW.

All Ayes, motion carried.

Kruschke provided updates on the Cedar Avenue Streetscape project. He said a number of things have happened since Planning Commission last met. They're hoping to open the 100 block next week and are working on planting. The hotel opened a couple weeks ago.

Kruschke said that they have been working on new permitting software for the last year or so. He said Planning and Zoning permits went live on August 1. All Zoning Permits, Sign Permits, Plat Applications and so forth are available for online applications. He walked through the Lot Split application for the request tonight. This streamlines the process as they were literally delivering paper copies to OPU, the City Engineer, Building Official, and Fire Department before. He just wanted the Commissioners to be aware of this new software. He said from the frequent customers we have, they're really appreciating it. It will help us out quite a bit as we get going on it.

Kruschke gave an update on previous items. There was a second reading of the utility easement vacation at Council recently. He said there are a lot of things sitting in the background that haven't come up yet. It's been slow on the Planning Commission case side, but workload has been steady. He said a lot of times they're able to work things out so that people don't need to apply for variances or conditional use permits.

Kruschke presented the July Building Permits. He said we've only issued 10 single family houses this year, where we were at 23 in July last year. We are almost $20 Million ahead of where we were last year

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with more big projects yet to go this year. Plans for the Hilton will be coming in soon and CDI broke ground last week project. There are a lot of good things going on.

He said there is an open house on the Main Street Construction Project on Thursday, August 25 from 4:00 – 6:00 pm at the Steele County Community Center. He thanked the Commissioners for attending the East Side Corridor open house.

There being no further business to come before the Planning Commission at this time, a motion was made by Meier and seconded by Springer-Gasner to adjourn the meeting at 5:45 pm. All Commissioners voting Aye, the motion passed.

Respectfully Submitted,

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Greg Kruschke
Community Development Manager

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Department Reports

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

August 12, 2022 to September 1, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	The vacant lot has not been mowed on the reinspection date of 8/25/22. See attached picture 7485 of the complaint vacant lot as of 8/25/22. Need to call the lawn service. RJS	8/25/2022			8/26/2022	The complaint location vacant lot has been mowed as of 8/26/22. RJS	0.5
Allan Avenue Southwest	Vacant lot 17-583-0104 with long weeds/grass. See attached picture 7449 of the complaint location vacant lot as of 8/17/22. RJS No additional changes in complaint vacant lot status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22. RJS	8/17/2022	8/19/2022	9/2/2022	8/26/2022	The complaint vacant lot with long weeds and grass has been mowed as of 8/26/22. RJS	0.5
Austin Road	Vacant lot 17-504-0109 with long grass and weeds. See attached picture 7409 of the complaint vacant lot as of 8/10/22. RJS No additional changes in complaint vacant lot status as of 8/17/22, 8/18/22, 8/19/22, 8/22/22. RJS	8/10/2022	8/17/2022	8/31/2022	8/23/2022	The complaint vacant with long weeds and grass has been mowed as of 8/23/22. RJS	1
Greenleaf Road Southeast	The vacant lots on Greenleaf Road have been mowed as of 8/12/22 and the tree branches have also been removed and cut up as of 8/12/22. RJS	8/12/2022			8/12/2022	The vacant lots with long grass and weeds has been mowed as of 8/12/22. RJS	1
Hartle Avenue	The vacant lot has not been mowed on the reinspection date of 8/25/22. See attached picture 7484 of the complaint vacant lot as of 8/25/22. Need to call the lawn service. RJS	8/25/2022			8/26/2022	The complaint vacant lot with long grass and weeds as been mowed as of 8/26/22. RJS	0.5
Lemond Road	Vacant lots with long weeds and grass. 17-566-0101, 0102 See attached picture of the complaint vacant lots as of 8/16/22. RJS No additional changes in complaint vacant lot status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/16/2022	8/19/2022	9/9/2022		8/30/22 - spoke with farmer. He will be cutting this next week. 9609	0.5
Lemond/Riverwood Road	Vacant lots with long weeds and grass. 17-566-0214 to 0216, 0227. See attached pictures 7436, 7438 of the complaint vacant lots as of 8/16/22. RJS No additional changes in complaint vacant lot status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/16/2022	8/19/2022	9/9/2022		8/30/22 - spoke with farmer. He will be cutting this next week. 9609	0.5
Mineral Springs Parkway Northeast	Vacant lot 17-524-0102 with long weeds and grass. See attached picture 7452 of the complaint location vacant lot as of 8/18/22. RJS No change in the complaint vacant lots status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/18/2022	8/20/2022	9/5/2022			0.5
Oak Avenue South	Complaint: Vacant lot 17-629-0102 south of former Little Caesar's has tall grass. (Corner of Oak Avenue South and Barney Street SW) See attached picture of the vacant lot as of 8/23/22. RJS No change in complaint location vacant lot as of 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22,8/31/22. RJS	8/22/2022	8/29/2022	9/12/2022			0.5

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Riverwood Drive Southwest	Vacant lots with long weeds and grass. 17-566-0202 to 0205 See attached picture 7440 of the complaint location vacant lots as of 8/16/22. RJS No additional changes in complaint vacant lot status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/16/2022	8/19/2022	9/9/2022		8/30/22 - spoke with farmer. He will be cutting this next week. 9609	0.5
Riverwood Drive Southwest	Vacant lots with long weeds/grass. 17-566-0210 to 0213 See attached picture 7439 of the complaint location vacant lots as of 8/16/22. RJS No additional changes in complaint vacant lot status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/16/2022	8/19/2022	9/9/2022		8/30/22 - spoke with farmer. He will be cutting this next week. 9609	0.5
Union Street West	Long weeds around the building and on the front blvd. See attached picture 7460 of the complaint building as of 8/18/22. RJS No change in complaint location status as of 8/29/22, 8/30/22, 8/31/22. RJS	8/18/2022	8/29/2022	9/9/2022			0.5
Union Street West	Vacant lot 17-105-0101 with long weeds on the blvd area. See attached picture 7457 of the complaint vacant lot as of 8/18/22. RJS	8/18/2022			8/24/2022	The vacant lot with long weeds on the blvd area has been cut as of 8/24/22. RJS	1
Wildflower Drive Northeast	Vacant lots 17-498-0212 and 0213 with long weeds and grass. See attached pictures 7450 and 7451 of the complaint vacant lots as of 8/18/22. RJS No change with the vacant lots status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/18/2022	8/20/2022	9/3/2022			0.5
1020 Frontage Road West	Vacant lot 17-581-0102 with long weeds and grass. See attached pictures 7473, 7474 of the complaint vacant lot as of 8/23/22. RJS No change in complaint vacant location status as of 8/29/22, 8/30/22, 8/31/22. RJS	8/23/2022	8/29/2022	9/12/2022			0.5
111 Southview Street	Complaint: tall weeds and grass.	9/1/2022					0.5
1203 Austin Road	White electric kitchen stove on the front blvd area. See attached picture 7400 of the complaint location as of 8/8/22. RJS	8/8/2022			8/9/2022	Has been removed.	1
131 Fremont Street West	Complaint: Tall grass in the yards. The tall/long weeds and grass are behind the flower beds in the front yard. See attached picture 7491 of the complaint location as of 8/26/22. RJS No change in complaint location status as of 8/29/22. RJS	8/26/2022	8/29/2022	9/9/2022	8/30/2022	The complaint location with tall grass in the yards has been mowed as of 8/30/22. RJS	0.5
132 Union Street West	Long weeds around the building and on the front blvd. See attached pictures 7458, 7459 of the complaint building as of 8/18/22. RJS No change in complaint location status as of 8/29/22, 8/30/22, 8/31/22. RJS	8/18/2022	8/29/2022	9/9/2022			0.5

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Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1411 Truman Avenue	3 seat living room couch on the front blvd area. See attached picture 7481 of the complaint location as of 8/24/22, RJS No change in complaint location status as of 8/29/22, 8/30/22. RJS	8/24/2022	8/29/2022	9/9/2022	8/31/2022	The complaint location with a 3 seat living room couch on the front blvd area has been removed as of 8/31/22. RJS	0.5
1419 Cedar Avenue North	Complaint: Long grass, weeds in driveway, grass inside fence, around the house, in flower beds. The main yards were mowed as of 8/10/22. Continue to have weeds in driveway, around the house, and in the landscaping. Violation notice sent to property owner and current resident. 9609 No change in complaint location status as of 8/17/22, 8/18/22, 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22. RJS 8/26/22 - spoke with owner - they started cutting weeds but asked for a few more days. Extended until 8/29/22. 9609	8/15/2022	8/16/2022	8/29/2022	8/29/2022	The balance of the complaint location long weeds has been cut in all area as needed as of 8/29/22. RJS	0.5
1419 Cedar Avenue North		8/24/2022	8/24/2022	9/2/2022		Received a complaint about rodents coming from the residence.	0.5
14B 12 Place Northwest	Complaint: A lot of junk in backyard. See attached pictures of the complaint location as of 8/16/22. RJS No changes in the complaint location status as of 8/17/22, 8/18/22, 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22. RJS	8/16/2022	8/19/2022	9/2/2022	8/29/2022	The complaint location with misc items in the backyard has been removed as of 8/29/22. See attached picture of complaint location backyard as of 8/29/22. RJS	1
150 19 Place Northeast	The complaint location has cut the weeds around the house and in flower beds as of 8/18/22. RJS	8/18/2022			8/18/2022	Done.	0.5
1505 Sunset Drive Southwest	The complaint location with long grass and weeds has been mowed as of 8/15/22. RJS	8/15/2022			8/15/2022	Mowed.	0.5
1569 Eagle Ridge Street Northeast	Vacant lot 17-599-0207 with long weeds and grass. See attached picture 7469 of the complaint location vacant lot as of 8/23/22. RJS	8/23/2022	8/29/2022	9/12/2022	8/29/2022	The complaint vacant lot with long weeds and grass has been mowed as of 8/29/22. RJS	1
160 28 Street Northeast	Complaint: Tall weeds/grass on vacant lot 17-664-0101. See attached pictures 7470, 7471 of the complaint vacant lot as of 8/23/22. RJS Additional complaint item within the complaint vacant lot is cut down trees within the front blvd areas - down trees has been in this area for over an year. See attached picture 7487 of the complaint vacant lot as of 8/25/22. RJS No change in complaint location vacant lot as of 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/22/2022	8/29/2022	9/22/2022			0.5
205 Oak Avenue North	The complaint location with tall weeds in the landscaping along Oak Street has been cut as of 8/11/22. RJS	8/11/2022			8/11/2022	Done.	0.5

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August 12, 2022 to September 1, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
215/217/219 Valley Avenue	Complaint: overgrown bushes blocks view of traffic on Lemond Rd when turning from Martin St. See attached pictures of the complaint location as of 8/16/22. RJS No changes in the complaint location status as of 8/17/22, 8/18/22, 8/19/22, 8/22/22, 8/23/22, 8/24/22. RJS	8/16/2022	8/19/2022	9/2/2022	8/25/2022	The complaint location overgrown bushes have been cut back as of 7/25/22. See attached picture 7494 of location Lemond Road and Martin Street. RJS	1
223 Plainview Street	Mattresses, 2 couches, dishwasher, misc items. See attached picture 7483 of the complaint location as of 8/24/22. RJS	8/24/2022	8/29/2022	9/9/2022	8/29/2022	The complaint location items have been removed as of 8/29/22. RJS	0.5
229 Beech Avenue	Long weeds/grass in all yards and around the house. See attached picture 7432 of the complaint location as of8/16/22. RJS No change in complaint location status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22. RJS	8/16/2022	8/19/2022	8/29/2022	8/29/2022	The complaint location with long gras and weeds has been mowed as of 8/29/22. RJS	0.5
229 Fremont Street East	The complaint location with a three seat brown couch on the the front blvd area has been removed as of 8/17/22. RJS	8/17/2022			8/17/2022	Removed.	0.5
233 Beech Avenue	Long weeds and grass in all yards and around the house. See attached picture 7425 of the complaint location as of 8/15/22. RJS No change in complaint location status as of 8/17/22. RJS	8/15/2022	8/17/2022	8/27/2022	8/18/2022	The complaint location with long weeds and grass in all yards and around the house has been mowed as of 8/18/22. RJS	1
2333 St. Paul Road Northeast	Brown 3 seat couch and a TV stand on the front blvds. See attached pictures 7420, 7421, 7422 of the complaint location as of 8/11/22. RJS	8/11/2022			8/12/2022	The complaint location with a 3 seat couch and a TV stand has been removed as of 8/12/22. RJS	1
2333 St. Paul Road Northeast	Hutch for dishes/glassware and a single bed frame on blvd. See attached pictures 7455, 7456 of the complaint location as of 8/18/22. No change in the complaint location status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22. RJS	8/18/2022	8/20/2022	9/2/2022	8/31/2022	The complaint location with a Hutch a single bed frame on the front blvd has been removed as of 8/31/22. RJS	1
239 Rice Street East	The complaint location with tall weeds in all yards, around house, in flower beds and along driveway has been cut as of 8/22/22. RJS	8/22/2022			8/22/2022	Mowed.	0.5
2595 Mossy Creek Drive Northeast	Complaint: Rear of yard contains construction debris, overgrown weeds (in excess of permitted height), east side of garage has a broken down playhouse which has been there for months and should be disposed of. See attached pictures 7461, 7462, 7463 of the complaint location as of 8/19/22. RJS No change in complaint location status as of 8/22/22, 8/23/22, 8/24/22. RJS	8/19/2022	8/20/2022	9/2/2022	8/25/2022	Removed.	1

Weed/Nuisance Complaint Inspections

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August 12, 2022 to September 1, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
313 State Avenue Northwest	Complaint: Trash in driveway and in backyard, tall weeds/grass in yards, flower beds and around the house/garage. See attached picture 7502 of the complaint location as of 8/29/22. RJS No change in complaint location status as of 8/30/22, 8/31/22. RJS	8/29/2022				Sending violation notice 9/1/22	0.5
321 Cedar Avenue South	The complaint location with a white living room chair on the front blvd area has been removed as of 8/12/22. RJS	8/12/2022			8/12/2022	Removed.	0.5
321 Park Street	1 living room chair on the front blvd. area. See attached picture 7431 of the complaint location as of 8/16/22. RJS No change in complaint location status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22. RJS	8/16/2022	8/19/2022	8/29/2022	8/29/2022	The complaint location with a living room chair on the front blvd area has been removed as of 8/29/22. RJS	0.5
345 Stoneridge Lane Northeast	8/15/22 - spoke with property owner - the average height of grass is 8-12'', he cut the tall weeds that were over 18''. Told him that was ok and will close complaint. 9609	8/15/2022			8/15/2022	Done.	0.5
385 Hickory Lane Northeast	8/15/22 - spoke with property owner - the average height of grass is 8-12'', he cut the tall weeds that were over 18''. Told him that was ok and will close complaint. 9609	8/15/2022			8/15/2022	Done.	0.5
396 Hickory Lane Northeast	8/15/22 - spoke with property owner - the average height of grass is 8-12'', he cut the tall weeds that were over 18''. Told him that was ok and will close complaint. 9609	8/15/2022			8/15/2022	Done.	0.5
417 Glendale Street	The complaint location with a mattress on the from blvd area has been removed as of 8/16/22. RJS	8/16/2022			8/16/2022	Removed.	0.5
425 Academy Street East	The complaint location with a small pile of misc items in the front yard appears to be removed as of 8/19/22. RJS	8/19/2022			8/19/2022	Removed.	0.5
425 Oak Avenue North	Complaint: Tall grass and weeds in all yards, around house and in flower beds. See attached picture 7448 of the complaint location as of 8/18/22. RJS	8/18/2022	8/19/2022	8/29/2022	8/19/2022	The complaint location with tall grass and weeds in all yard, around house and in flower beds has been mowed as of 8/19/22. RJS	1
426 Bridge Street West	Long weeds and grass in all yards and around the house. See attached picture 7430 of the complaint location as of 8/15/22. RJS No change in complaint location status as of 8/17/22, 8/18/22, 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22. RJS	8/15/2022	8/17/2022	8/27/2022	8/29/2022	The complaint location with long grass and weeds has been mowed as of 8/29/22. RJS	1
427 Oak Avenue North	Complaint: Tall weeds and grass. See attached pictures 7464, 7465 of the complaint location as of 8/19/22. RJS No change in complaint location status as of 8/26/22, 8/29/22, 8/30/22. RJS	8/24/2022	8/29/2022	9/9/2022	8/31/2022	The complaint location with tall weeds and grass has been mowed as of 8/31/22. RJS	0.5
434 Dartt Avenue	The complaint location with long grass and weeds has not been mowed on reinspection day. See attached picture of the complaint location as of 8/15/22. Need to call lawn service. RJS 8/16/22 - Contacted mowers. 9609	8/15/2022			8/16/2022	Mowed.	1

Weed/Nuisance Complaint Inspections

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August 12, 2022 to September 1, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
445 State Avenue	Complaint: Tall weeds and grass on apartment property in all yards, and around the building. See attached pictures 7499, 7500 of the complaint location as of 8/29/22. RJS No change in the overall complaint status as of 8/30/22, 8/31/22. RJS	8/29/2022	9/1/2022	9/11/2022			0.5
460 Fairview Street	Complaint: Trash and junk all over the yard, causing rodent problems for neighbor. Uploaded pictures that complainant submitted. See attached additional pictures of the complaint location as of 8/16/22. RJS	8/16/2022				Closed complaint - no violations found at the time of the inspection.	0.5
472 Glendale Street	The complaint location with a white couch on the front blvd area has been removed as of 8/11/22. RJS	8/11/2022			8/11/2022	Removed.	0.5
504 Broadway Street East	Long weeds and grass in all yards and around the house. See attached picture 7408 of the complaint location as of 8/8/22. RJS The complaint location with long weeds and grass has been mowed as 8/15/22. RJS	8/8/2022			8/15/2022	Has been mowed.	1
512 Main Street East	Complaint: lawn isn't being taken care of and junk in back yard. See attached picture 7498 of the complaint location as of 8/29/22. RJS The lawn is OK in the front yard as of 8/29/22. RJS	8/29/2022			8/29/2022	The back yard has flower beds - he plans on cutting them back as of 8/26/22. RJS Will close this complaint as of 8/29/22. RJS	0.5
533 Vine Street East	Complaint: Furniture, tires, trash piled on edge of curb for the last couple weeks. See attached picture 7497 of the complaint location as of 8/29/22. RJS	8/29/2022	8/30/2022	9/10/2022	8/30/2022	The complaint location with misc complaint items on the front blvd area has been removed as of 8/30/22. RJS	1
635 20 Street Northeast	Long weeds/grass in all yards, in flower beds, around house. See attached pictures 7453, 7454 of the complaint location as of 8/18/22. RJS No change in the complaint location status as of 8/19/22, 8/22/22, 8/23/22, 8/24/22, 8/25/22, 8/26/22, 8/29/22, 8/30/22, 8/31/22. RJS	8/18/2022	8/20/2022	9/2/2022			0.5
645 Allan Avenue Southwest	Long weeds and grass in all yards and around the house. See attached picture 7429 of the complaint location as of 8/15/22. RJS	8/15/2022	8/17/2022	8/27/2022	8/17/2022	The complaint location with long grass and weeds has been mowed as of 8/17/22. RJS	1
725 Cedar Avenue South	Complaint: Dumpster in driveway on Prospect Street - smells bad and blocks view of traffic when backing out of neighbor's driveway. See attached picture 7505 of the complaint location as of 8/31/22. RJS	8/31/2022				Sending violation notice 9/1/22	0.5
725 Escalade Lane Southeast	Vacant lot 17-619-0126 with long weeds and grass. See attached picture 7480 of the vacant lot as of 8/24/22. RJS The vacant lot with long weeds and grass has been mowed as of 8/25/22. RJS	8/24/2022			8/25/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

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August 12, 2022 to September 1, 2022

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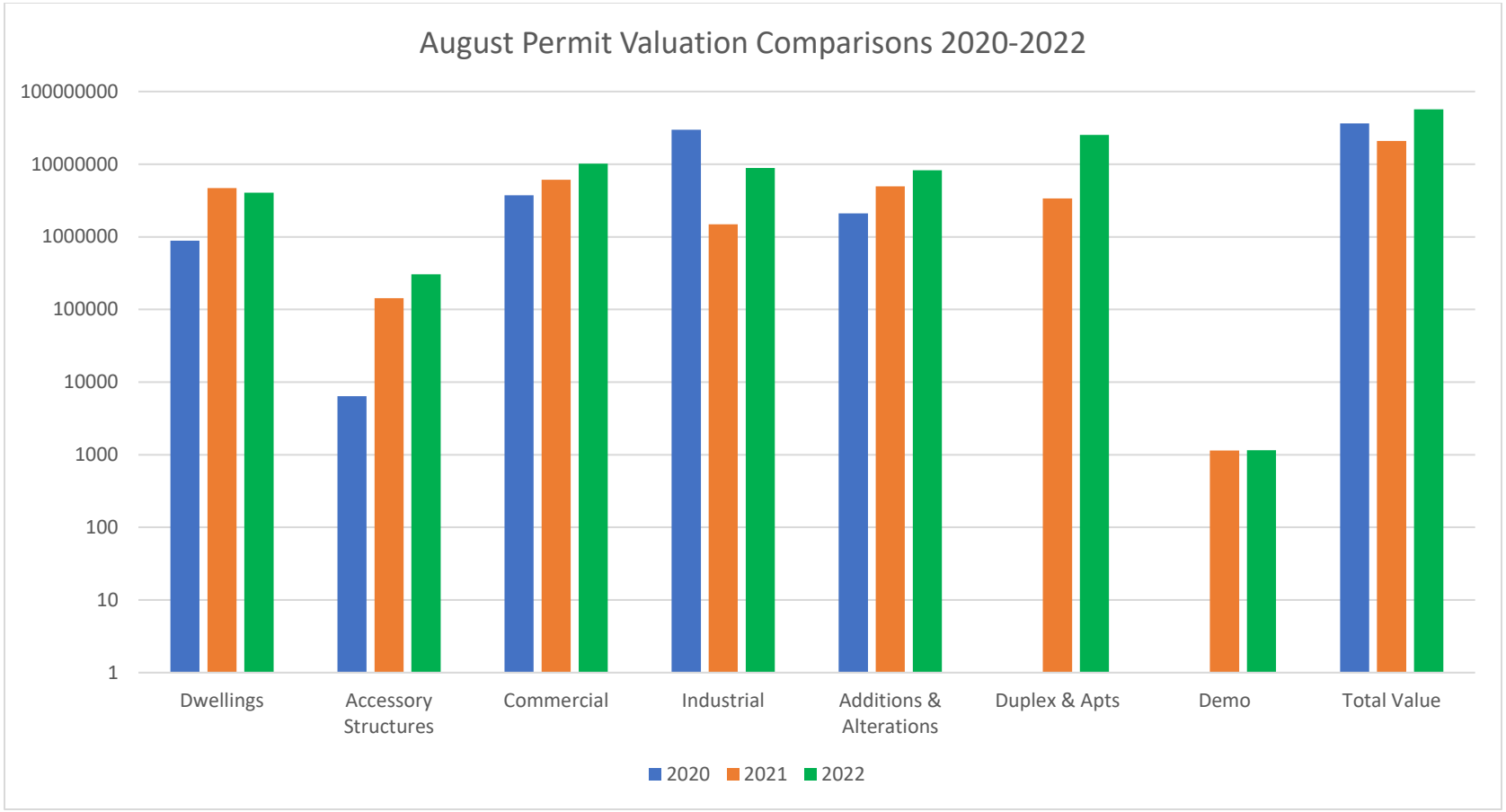
745 Escalade Lane Southeast	Vacant lot 17-619-0124 with long weeds and grass. See attached picture 7479 of the complaint vacant lot as of 8/24/22. RJS The vacant lot with long weeds and grass has been mowed as of 8/25/22. RJS	8/24/2022			8/25/2022	Has been mowed.	1
775 El Dorado Street Southeast	Complaint: Noxious weeds, overgrown yard (tall grass). See attached picture 7478 of the complaint location as of 8/24/22. RJS No additional changes were noted in the complaint location status as of 8/26/22 because the complaint lawn areas have been mowed. RJS	8/21/2022			8/25/2022	Has been mowed.	1
782 Churchill Drive Southeast	All complaint items have been removed from the driveway as of 8/12/22 - see attached picture 7423. RJS	8/12/2022			8/12/2022	Removed.	0.5
805 El Dorado Street Southeast	Complaint: Noxious weeds, overgrown yard (tall grass). See attached picture of the complaint location as of 8/24/22. RJS	8/25/2022				Closed complaint - No violation at time of inspection.	0.5
810 Minnesota Avenue	Long weeds/grass & misc items on the south side of garage. See attached pictures 7467, 7468 of the complaint location as of 8/23/22. RJS No change in complaint location status as of 8/29/22, 8/30/22, 8/31/22. RJS	8/23/2022	8/31/2022	9/14/2022			0.5
815 El Dorado Street Southeast	Complaint: Noxious weeds, overgrown yard (tall grass). See attached picture 7476 of the complaint location as of 8/24/22. RJS No additional changes were noted in the complaint location status as of 8/26/22. RJS	8/21/2022	8/26/2022	9/6/2022	8/29/2022	The complaint location with weeds has been mowed as of 8/29/22. RJS	0.5
905 Brook Lane Northeast	The complaint location with long grass and weeds has been mowed as of 8/11/22. RJS	8/11/2022			8/11/2022	Mowed.	0.5


August Permit Valuation Comparisons 2020-2022
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1
Dwellings
Accessory Structures
Commercial
Industrial
Additions & Alterations
Duplex & Apts
Demo
Total Value
2020
2021
2022

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

Construction Report for Permits Issued through August 31, 2022

TYPE OF WORK	2021 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2022 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	25	6,577,650	25	11	4,031,925	11
ACCESSORY BUILDINGS	76	177,271		101	303,866	
(INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)						
COMMERCIAL PROJECTS	130	8,814,793		160	10,139,786	
INDUSTRIAL PROJECTS	52	2,190,421		56	8,902,182	
RESIDENTIAL ADD. & ALT.	1,002	7,031,277		986	8,211,645	
DUPLEXES & APTS.	5	8,668,000	81	3	25,368,000	156
(INCLUDES ATTACHED SF)						
DEMOLITION PERMITS	6	-		3	1,155	
TOTAL PERMITS ISSUED	1,296	33,459,412	106	1,320	56,958,559	167

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2021 AND 2022														Ken Beck, Building Official	
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL	
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE
Jan '21	0	0	4	4,500	15	2,281,485	3	18,800	93	582,445	1	2,968,000	2	118	5,855,230
Jan '22	0	0	4	7,640	14	104,970	11	3,775,051	68	419,719	0	0	0	97	4,307,380
Feb '21	3	600,000	4	4,500	24	2,403,602	6	22,800	201	1,064,641	1	2,968,000	2	241	7,063,543
Feb '22	0	0	12	22,742	24	1,753,403	16	4,817,476	139	855,061	0	0	0	191	7,448,682
Mar '21	6	1,200,000	6	7,800	41	2,659,928	14	230,900	345	1,798,868	1	2,968,000	2	415	8,865,496
Mar '22	5	1,901,925	33	67,493	35	2,161,547	26	5,560,379	284	1,747,846	0	0	1	384	11,492,265
Apr '21	10	2,260,000	17	17,326	61	3,232,680	20	873,200	482	2,740,015	1	2,968,000	2	593	12,091,221
Apr '22	5	1,901,925	51	96,566	58	2,827,402	30	5,592,069	411	2,785,871	0	0.00	0.00	555	13,256,908
May '21	17	4,375,000	39	69,626	77	4,895,502	25	1,225,930	630	4,155,201	1	2,968,000	2	791	17,689,259
May '22	6	2,141,925	62	112,316	75	5,328,038	36	6,191,103	585	4,336,520	0	0	0	764	18,162,974
Jun '21	18	4,675,000	57	143,066	92	6,121,333	31	1,492,510	770	4,971,159	2	3,388,000	5	975	20,791,068
Jun '22	8	3,061,925	76	155,666	107	6,779,903	40	7,384,127	738	6,392,230	0	0	3	970	23,826,923
Jul '21	23	5,977,650	65	150,216	111	6,995,283	37	1,767,381	898	5,948,453	3	8,368,000	6	1143	29,206,983
Jul '22	10	3,631,925	94	282,866	130	8,869,882	48	8,653,897	870	7,432,254	2	18,868,000	3	1,155	47,739,979
Aug '21	25	6,577,650	76	177,271	130	8,814,793	52	2,190,421	1,002	7,031,277	5	8,668,000	6	1,296	33,459,412
Aug '22	11	4,031,925	101	303,866	160	10,139,786	56	8,902,182	986	8,211,645	3	25,368,000	3	1,155	56,958,559
Sep '21	29	7,373,650	93	198,896	150	21,018,100	61	2,713,781	1,145	8,728,052	5	8,668,000	7	1,490	48,700,479
Sep '22															
Oct '21	31	7,773,650	100	227,096	157	21,675,198	66	5,163,621	1292	9,941,707	5	8,668,000	7	1,658	*53,449,272
Oct '22															
Nov '21	39	10,023,650	110	241,271	165	22,828,867	68	5,747,938	1,442	10,923,871	5	8,668,000	7	1,836	*58,433,597
Nov '22															
Dec '21	40	10,373,650	113	250,971	185	23,884,442	71	5,767,938	1,551	11,748,489	6	9,668,000	8	1,974	*61,693,490
Dec '22															
		Report compiled and prepared by Carrie Saxton									* Does not include $94,000,000 valuation of Owatonna High School				

Licenses - Permits

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of organization	Tax exempt number
Two Rivers Habitat for Humanity	4/1990	1083963

Organization Address (No PO Boxes)	City	State	Zip Code
1530 Greenview Dr SW	Rochester	MN	55902

Name of person making application	Business phone	Home phone
Pay Heydon	504-252-4849	

Date(s) of event: April 1, 2023

Type of organization: ☐ Microdistillery ☐ Small Brewer ☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Taylor Herman	Owatonna	MN	55060
		MN	
		MN	

Location where permit will be used. If an outdoor area, describe.
Four Seasons Center, 1525 S Elm Ave, Owatonna MN 55060

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Philadelphia Insurance Co - $4M

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival ☐ Yes ☐ No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. *E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US*

Approved: _____
Denied: _____

SUMMARY
EVENTS PERMIT APPLICATION

Date of Application: 09/01/2022 Date to Council: 09/06/2022

EVENT INFORMATION: Ribbon Cutting – N Cedar Avenue Streetscape Project

Event Date Thursday October 13, 2022 Time: 5:30 pm – 7:30 pm
Set up begins at 5:00 pm and cleanup by 8:00 pm .

Location (Address) of Event: 100 & 200 blocks of North Cedar Avenue
.

Estimated Attendance (Participants and spectators): 2,000 people

APPLICATION INFORMATION (Person/Group Responsible): City of Owatonna
Owatonna Chamber of Commerce

Primary Contact /Applicant Name Kris M. Busse, City Administrator

Items needed:
Use of 100 & 200 blocks of N Cedar Avenue.
Traffic will be blocked at north and south ends and at the Vine Street intersection.
If band require use of Central Park stage, plans would change the south barricade on N Cedar to block Broadway Street on south of the bank so no traffic goes west on the north side of Central Park.

Department Notes :
Park & Rec: Approve, no impact P&R. Applicant to confirm use of stage for opening and closing if needed.
Police: Approve, no comment.
Public Works: Approve, barricades can be picked up at the shop.
Fire: Approve, no impact.

Council Notes:

City Council Approval: _____ Date: _____
Kris M. Busse, City Administrator/City Clerk

Events Permit Application

EP-22-9

Submitted On: Sep 1, 2022

Applicant

Jeanette Clawson
507-774-7341
@ jeanette.clawson@ci.owatonna.mn.us

Event Information

Event Contact

Ribbon Cutting - N Cedar Streetscape

Location of Event

100 & 200 block on N Cedar Avenue

Description of Event

Community Event for completion of this streetscape project

Event Set Up Date

10/13/2022

Event Set Up Time

5:00 pm

Actual Event Date

10/13/2022

Actual Event Time

5:30 pm - 7:30 pm

Clean Up Date

10/13/2022

Clean Up Time

8:00 pm

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

Canceled

Estimated Attendance

2000

Is this event a dance?

No

Application Information

Sponsoring Organization Name

City of Owatonna

Mailing Address

540 West Hills Circle

City

Owatonna

State

MN

Zip

55060

Website Address

www.owatonna.gov

Primary Contact

Name

Kris M. Busse, City Administrator

Phone Number

507-774-7340

Cell Phone

--

Email Address

Kris.busse@ci.owatonna.mn.us

Primary On-site Contact

Name

Kris M. Busse, City Administrator

Cell Phone

507-774-7340

Cell Phone

507-451-7970

Phone

507-774-7340

Alternate On-site Contact

Name

Lisa Cochran, Main Street Director

Refer Media or Citizen Inquiries To:

Name

Kris M. Busse, City Administrator

Event Features

City Streets or Right-of-Way

Yes

Date

10/13/2022

Alleys

No

Public Parking Lots or Spaces

No

Will any signs/banners be put up?

No

Will there be entertainment?

Yes

Will sound amplification be used?

Yes

Hours

5:00 - 7:00 pm

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

Will merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

Who will be providing the liquor license?

Vendors have Caterer's Permits with alcohol endorsement

Start/End Time

5:00 pm - 8:00 pm

Name of Requested Street(s)

N Cedar Avenue from Broadway St to Pearl St

City Sidewalks or Trails

No

Parks

No

Will there be any inflatables?

No

What Type

Band

Type

Showmobile or on stage in Central Park

Will sound be amplified after 10:00pm?

No

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

No

Will there be temporary fencing?

No

How many vendors expected?

5

Will alcohol be sold?

Yes

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

Yes

Is this a request for a temporary permit?

No

Additional documentation and fees are required

Will there be a fireworks display?

No

Describe power needs and location of power source

none known

Describe level of advertisement

City Website and local media (newspapers and radio)

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

Yes

Number Needed

8

Size Needed

Large

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

Will the event need cones?

Yes

Number Needed

10

Size Needed

Large

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

Will Central Park Stage be used?

Yes

Number Needed

1

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

Trash cans will be placed at event site

Will event need traffic control?

No

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

Similar to a "Downtown Thursday" event with food vendors and music.

Will "No Parking" signs be needed?

No

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

Event will be canceled and people advised to seek shelter or go home.

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

Name

Kris M. Busse

Phone Number

5077747341

Email

Kris.busse@ci.owatonna.mn.us

List any other pertinent information

--

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

Central Park Stage Usage Information

Time

5:30 pm

Open

5:00 pm

Close

7:30 pm

Sound or Light Person Needed

Yes

Size of Group that will be on stage

3

Type of Group

unknown at this time - may not need stage

Name of Person that will be Opening and Closing of Stage

City Staff

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

Applicant Signature

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

Signature of Applicant

true

Plan to block traffic from the 100 and 200 blocks of N Cedar Avenue. Plan band to use of Showmobile but may be on Central Park Stage and would then move the south barricade to block Broadway Street along south side of the bank so traffic can not go west to will allow pedestrians safer access to the park.

Approved: _____
Denied: _____

SUMMARY
EVENTS PERMIT APPLICATION

Date of Application: August 23, 2022 Date to Council: September 6, 2022

EVENT INFORMATION: Relay for Life of Steele County Event & 5k Run/Walk **FEE Amount:** None

Event Dates/Times:
Saturday morning, September 24th beginning at 8:00 a.m. to end at 10:00 p.m.
Clean-up should be completed by 11:00 p.m.
Alternative date if postponed: Sunday, September 25, 2022.

Location of Event: Steele County Fairgrounds

Estimated Attendance (Participants and spectators): 350+ during the day/evening

APPLICATION INFORMATION (Person/Group Responsible): Relay for Life of Steele County

Primary Contact /Applicant Name: Joel Holst 507-213-9950
Alternate Contact / Applicant Name: Joel Born 507-475-4898

ITEMS REQUESTED:
10 small cones and two barricades to block S Elm within the fairgrounds
14 picnic tables
4 bleachers set in the area by the Beer Garden.
During 5k run/walk (8:00 a.m. – 11:00 a.m.) with route that starts and ends at the fairground as shown on the attached map: .
Use of City streets, right of ways and sidewalks as shown on the attached map
Traffic control

DEPARTMENT COMMENTS:
Police Department: Approved, with no comment.
:
Fire Department: Approved, with no comment.

Public Works: Approved, cones and barricades available to pick up at the City Shop during normal working hours.

Park & Rec Department: Approved, would be a fee to move picnic tables and bleachers if not on site, to be determined.

COUNCIL NOTES:

City Council Approval: _____ Date: _____
Kris M. Busse, City Administrator/City Clerk

Events Permit Application

EP-22-7

Applicant

Joel Holst
507-213-9950
@ y3k65@hotmail.com

Event Information

Event Contact

Joel Holst

Location of Event

Fairgrounds by beer gardens

Description of Event

Relay For life

Event Set Up Date

09/24/2022

Event Set Up Time

7:00 am

Actual Event Date

09/24/2022

Actual Event Time

8:00 am

Clean Up Date

09/24/2022

Clean Up Time

10:00pm

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

Postponed

Reschedule Date

09/25/2022

Estimated Attendance

350

Is this event a dance?

No

Application Information

Sponsoring Organization Name

Relay For Life

Mailing Address

1137 s cedar ave

City

Owatonna

State

Minnesota

Zip

55060

Website Address

www.steelecountyrelay.org

Primary Contact

Name

Joel Holst

Phone Number

507-213-9950

Cell Phone

--

Email Address

Primary On-site Contact

Joel@steelecountyrrlay.org

Cell Phone

507-213-9950

Cell Phone

(507) 475-4898

Phone

507-213-9950

Name

Joel holst

Alternate On-site Contact

Name

Joel born

Refer Media or Citizen Inquiries To:

Name

Joel holst

Event Features

City Streets or Right-of-Way

Yes

Date

09/24/2022

Alleys

No

Public Parking Lots or Spaces

No

Will any signs/banners be put up?

No

Will there be entertainment?

Yes

Will sound amplification be used?

Yes

Hours

8:00 am to 10pm

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

Fees may apply. No staking without approval.

Will merchandise/food items be sold?

No

Start/End Time

7:00an

Name of Requested Street(s)

Elm ave

City Sidewalks or Trails

No

Parks

No

Will there be any inflatables?

No

What Type

Music

Type

Live entertainment

Will sound be amplified after 10:00pm?

No

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

Yes

Dimensions

Show mobile

Will there be temporary fencing?

No

Will food be prepared on site?

No

Will alcohol be sold?

No

Is this a request for a temporary permit?

No

Will there be a fireworks display?

No

Describe power needs and location of power source

None

Describe level of advertisement

Paper, radio, social media

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

Yes

Number Needed

--

Size Needed

Small

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

Will the event need cones?

Yes

Number Needed

10

Size Needed

Small

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

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

Stewart Sanitation

Will event need traffic control?

Yes

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

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

Have security there if needed

Will "No Parking" signs be needed?

No

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

Event will be postponed

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

Name

Joel holst

Phone Number

507-213-9950

Email

Y3k65@hotmail.com

List any other pertinent information

Will need 4 bleachers and 14 picnic tables. Permit is for relay 5k and relay. 5k starts at 8am and goes to 10am Relay starts at 5pm and goes to 10 pm. Will be using the beer gardens area for relay and 5k. Request to close elm ave for the 5k from 7am to 10am

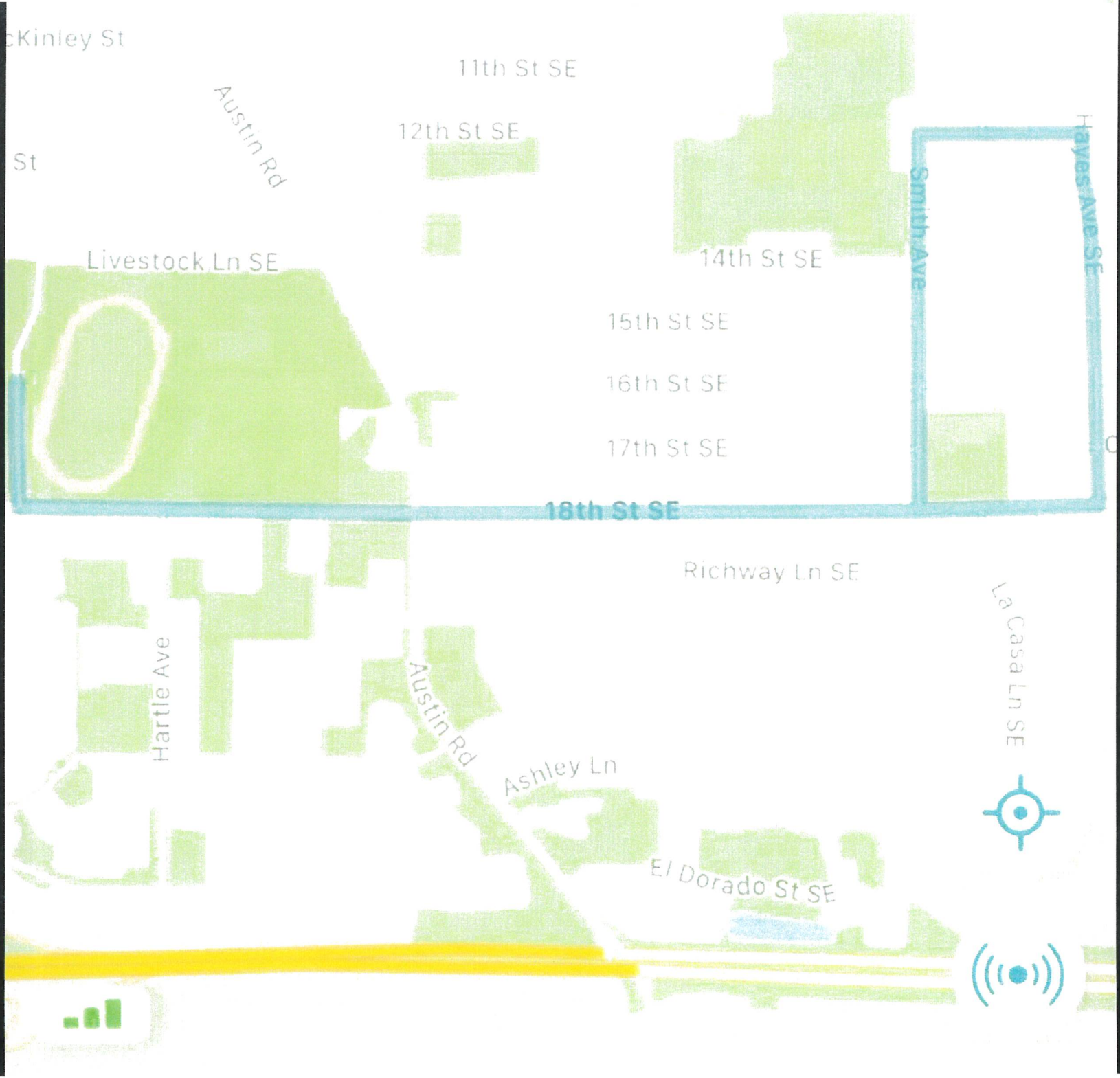
CITY SERVICES - Afer reviewing the event application, City Services may be required for the event

Applicant Signature

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

Signature of Applicant

true


cKinley St
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Austin Rd
11th St SE
12th St SE
Livestock Ln SE
14th St SE
Smith Ave
Hayes Ave SE
15th St SE
16th St SE
17th St SE
18th St SE
Richway Ln SE
La Casa Ln SE
Hartle Ave
Austin Rd
Ashley Ln
El Dorado St SE

Approved: _____
Denied: _____

SUMMARY
EVENTS PERMIT APPLICATION

Date Application Received: August 22, 2022 Date to Council: Sept 6, 2022

EVENT INFORMATION: 17th Annual North Bluff Block Party **FEE Amount: $0**
Event Dates/Times: Saturday, September 17th from 4:00 p.m. – 10:00 p.m. Set up will begin at 8:30 a.m. Clean up on Sunday morning will be completed before 10:30 a.m.
Location (Address) of Event: North Bluff Park
Estimated Attendance (Participants and spectators): 80+ neighbors
APPLICATION INFORMATION: North Bluff Estate Neighborhood Block Party Committee
Primary Contact /Applicant Name: Alana Deranek Phone: 651-600-9144 3019 Northridge Lane NE
Items needed: park and adjacent streets blocked, 3 barricades, and 2 additional trash receptacles
Department Notes : Fire: Approved with no comment. Park & Rec: Approved. Police:. Approved with no comment. Public Works: Approved, barricades to be picked up at the City Shop during normal work hours.
Council Notes:

City Council Approval: _____ Date: _____
Kris M. Busse, City Administrator/City Clerk

Events Permit Application

EP-22-6

Submitted On: Aug 22, 2022

Applicant

Alana Deranek
6516009144
@ alana.deranek@gmail.com

Event Information

Event Contact

Alana Deranek

Location of Event

North Bluff Park, neighborhood and adjacent streets

Description of Event

North Bluff 17th Annual Block Party

Event Set Up Date

09/17/2022

Event Set Up Time

8:30am to 3:30pm

Actual Event Date

09/17/2022

Actual Event Time

4pm until 10pm

Clean Up Date

09/18/2022

Clean Up Time

9am to 10:30am

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

Canceled

Estimated Attendance

80

Is this event a dance?

No

Application Information

Sponsoring Organization Name

North Bluff Block Party Committee

Mailing Address

3019 Northridge Lane NE

City

Owatonna

State

MN

Zip

55060

Website Address

none

Primary Contact

Name

Alana Deranek

Phone Number

651-600-9144

Cell Phone

651-600-9144

Email Address

Alana.deranek@gmail.com

Primary On-site Contact

Name

Kristen Haberman

Cell Phone

507-456-0135

Cell Phone

507-456-7710

Phone

651-600-9144

Alternate On-site Contact

Name

Jerry Leemkuil

Refer Media or Citizen Inquiries To:

Name

Alana Deranek

Event Features

City Streets or Right-of-Way

Yes

Date

09/17/2022

Alleys

No

Start/End Time

4pm / 10pm

Public Parking Lots or Spaces

No

Start/End Time

4pm / 10pm

Name of Requested Park(s)

North Bluff Park

Will there be any inflatables?

No

What Type

DJ

Type

DJ for announcements and entertainment

Will sound be amplified after 10:00pm?

No

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

Yes

Start/End Time

4pm / 10pm

Name of Requested Street(s)

Northridge Lane NE and Stoneridge Lane NE along park

City Sidewalks or Trails

Yes

Date

09/17/2022

Parks

Yes

Date

09/17/2022

Will any signs/banners be put up?

No

Will there be entertainment?

Yes

Will sound amplification be used?

Yes

Hours

6pm - 10pm

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

Dimensions

small stage in street for announcements / kid talent show

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

Will merchandise/food items be sold?

No

Will food be prepared on site?

Yes

Will alcohol be sold?

No

Is this a request for a temporary permit?

No

Will there be a fireworks display?

No

Describe power needs and location of power source

We run a power cord from the house next to the park for the DJ

Describe level of advertisement

Evite to neighborhood email list, paper invite hand delivered to neighbors

Have adjacent property owners been notified of this event?

Yes

Signatures required.

Will the event need barricade(s)?

Yes

Number Needed

3

Size Needed

Small

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

Will the event need cones?

No

Size Needed

Small

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

Two extra trash cans for North Bluff Park during the event please

Will event need traffic control?

No

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

n/a

Will "No Parking" signs be needed?

No

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

For severe weather event is canceled and neighbors return to homes

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

Name

Kristin Haberman

Phone Number

507-456-0135

Email

kristin@rconnect.com

List any other pertinent information

--

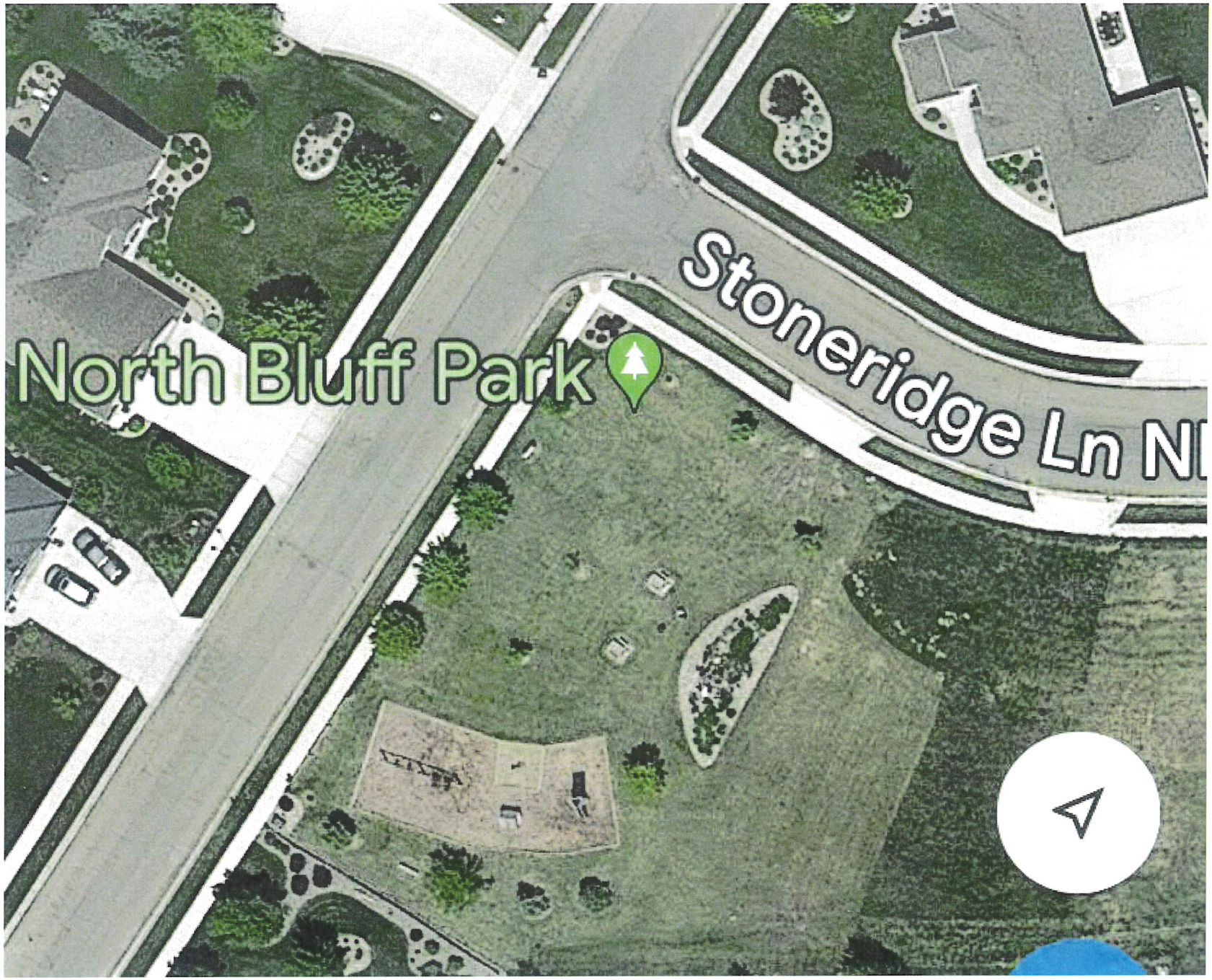
CITY SERVICES - Afer reviewing the event application, City Services may be required for the event

Applicant Signature

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

Signature of Applicant

true


North Bluff Park
Stoneridge Ln N

Approved: _____
Denied: _____

SUMMARY
EVENTS PERMIT APPLICATION

Date of Application: 08/30/2022 Date to Council: 09/06/2022

EVENT INFORMATION: Oktoberfest – Beer Tasting Event **FEE Amount:** None
Event Dates: Saturday, October 22, 2022 Time: 1:00 pm – 7 pm Set Up: begins on Friday and everything cleaned up on day after the event.
Location (Address) of Event: Brooktree Golf Course
Estimated Attendance (Participants and spectators): 1,000
APPLICANT: City of Owatonna and Tavern Nine
Contacts: Jenna Tuma, Parks & Rec Director 507-774-7361 Adam Schultz, Operations Mgr at Tavern Nine 612-70-5291
Items needed: Brooktree Golf Course. City parking lots at Brooktree Golf Course, Mineral Springs Park and Dartts Park. Parking assistance Temporary fencing - brew vendors to display within shown area 5 barricades/cones 5 trash containers Fire Rings
Department Notes : Park & Rec: City Event - Parks will provide: Parking assistance, cones, picnic tables, fire rings, and trash containers. Police: Approved, will meet with applicants prior to the event. Public Works: Approved, barricades/cones can be picked up at the City Shop during normal work hours. Fire: Approved, will review fire ring usage with P&R staff prior to the event.
Council Notes: City Council Approval: _____ Date: _____ Kris M. Busse, City Administrator/City Clerk

Events Permit Application

EP-22-8

Submitted On: Aug 30, 2022

Applicant

Owatonna Parks Tavern Nine
507-774-7361
@ jenna.tuma@ci.owatonna.mn.us

Event Information

Event Contact

Adam Schultz

Location of Event

Brooktree G.C

Description of Event

Beer Fest: Brewery tasting event and music celebrating Octoberfest. Partnering with Parks and Recreation. Portion of proceeds will be donated to Park Recreation Department for equipment purchase.

Event Set Up Date

10/21/2022

Event Set Up Time

all day

Actual Event Date

10/22/2022

Actual Event Time

1p-7p

Clean Up Date

10/24/2022

Clean Up Time

all day

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

Canceled

Estimated Attendance

1000

Is this event a dance?

Yes

Application Information

Sponsoring Organization Name

City of Owatonna

Mailing Address

540 West Hills Circle

City

Owatonna

State

MN

Zip

55060

Website Address

Owatonna.gov

Primary Contact

Name

Jenna Tuma

Phone Number

15077747361

Cell Phone

--

Email Address

Jenna.Tuma@ci.owatonna.mn.us

Primary On-site Contact

Name

Adam Schultz

Cell Phone

612-702-5291

Alternate On-site Contact

Name

Jenna Tuma

Cell Phone

507-676-2533

Refer Media or Citizen Inquiries To:

Name

Jenna Tuma

Phone

15077747361

Event Features

City Streets or Right-of-Way

No

Alleys

No

City Sidewalks or Trails

No

Public Parking Lots or Spaces

Yes

Start/End Time

all day

Date

10/22/2022

Parks

Yes

Start/End Time

all day

Date

10/22/2022

Name of Requested Park(s)

Dartt's and Mineral Springs/parking lots

Will any signs/banners be put up?

Yes

Number and Size

4 banners/ 3 x 4

Will there be any inflatables?

No

Will there be entertainment?

Yes

What Type

Music

Will sound amplification be used?

Yes

Type

Polka Band

Hours

1p-7p

Will sound be amplified after 10:00pm?

No

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

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

Yes

Dimensions

showmobile

Fees may apply. No staking without approval.

Dimensions

TBD

How many vendors expected?

30

Will alcohol be sold?

Yes

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

Yes

Additional documentation and fees are required

Describe power needs and location of power source

none

Describe level of advertisement

social media, radio, newspaper, website/s, eventbrite

Have adjacent property owners been notified of this event?

Yes

Number Needed

5

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

Will Central Park Stage be used?

No

Describe trash removal and cleanup plan during and after event

5

Will event need traffic control?

No

Will there be temporary fencing?

Yes

Will merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

Who will be providing the liquor license?

Tavern Nine

Is this a request for a temporary permit?

No

Will there be a fireworks display?

No

Signatures required.

Will the event need barricade(s)?

Yes

Size Needed

Medium

Will the event need cones?

No

Size Needed

Small

Will there be any horses?

No

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

Provided by Park and Recreation staff, police presence and fencing

Will "No Parking" signs be needed?

No

Will event need Emergency Medical Services?

No

Will event need security?

Yes

Describe the emergency action plan if severe weather should arise?

cancel

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

Name

Adam Schultz

Phone Number

612-702-5291

Email

adam@1319tavern.com

List any other pertinent information

Partnering with Park and Recreation Department

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

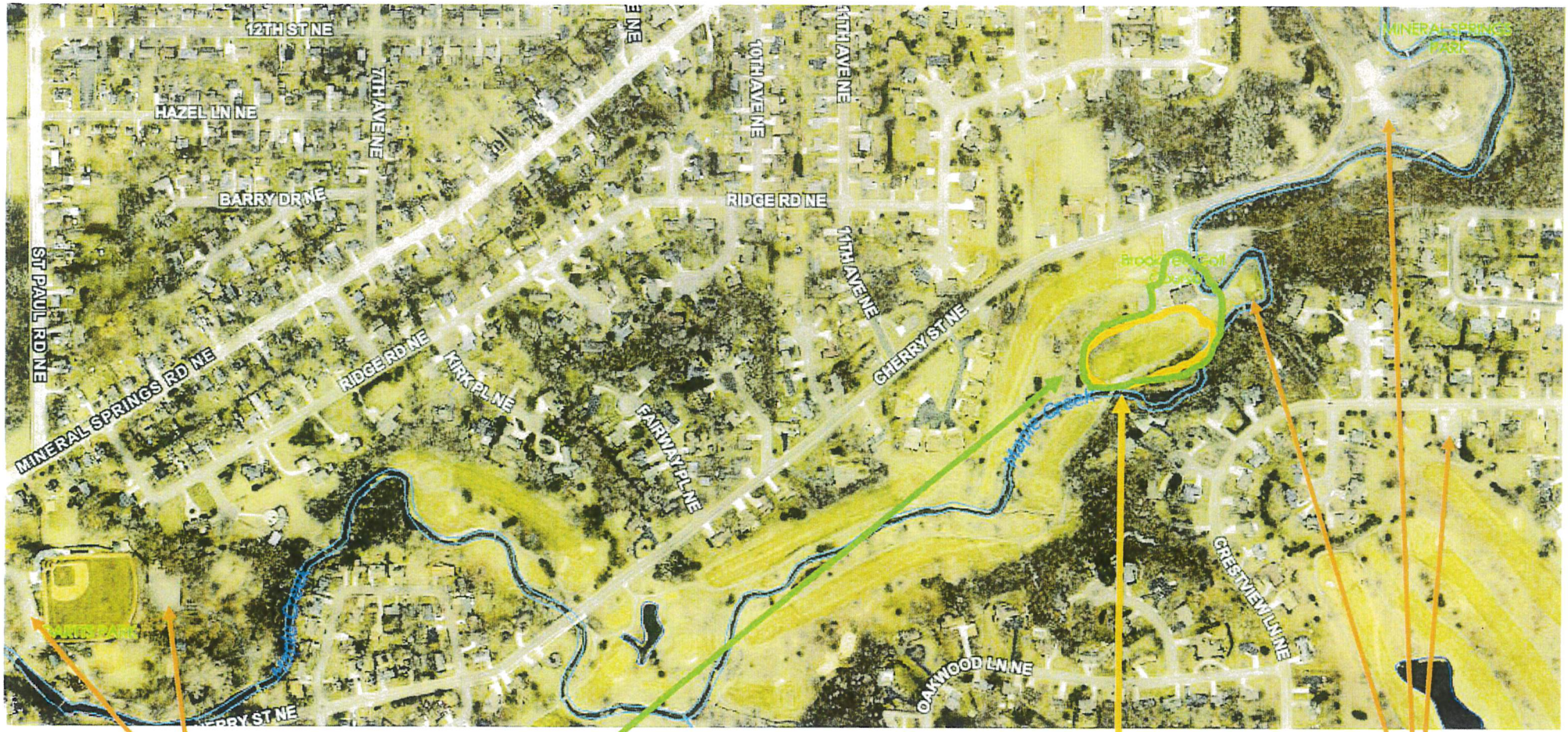
Applicant Signature

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

Signature of Applicant

true

Beerfest – October 22, 2022



Parking

Parking

Event location

Vendors, Showmobile

Fenced in area (roughly), portable toilets along parking lot

Miscellaneous

Public Works Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Traffic Signal Maintenance and Upgrade Change Order - River City Electric Co

Purpose:
Requesting Council Approval of Change Order #5 for the 2022 Traffic Signal Maintenance and Upgrade Project.

Background:
The City and Steele County have contracted with River City Electric Co for Maintenance and Upgrades to 11 traffic signal systems located in Owatonna.

Change Order #5 involves additional repair work needed on the signal systems that was not included on the plans, as outlined in the attachment. The completion date will be extended to October 15, 2022.

Budget Impact:
Change Order #5 will increase the contract price by $7,069.12. The city's cost will be $2,776.28

The city share will be paid for with State Aid Funds.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Signal Maintenance and Upgrades - Change Order 5

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	5

Project Location	Owatonna, Minnesota		
Local Agency	Steele County	Local Project No.	
Contractor	River City Electric Co	Contract No.	223011
Address/City/State/Zip	PO Box 164 / Mankato / MN / 56002-0164		
Total Change Order Amount $	$7,069.12		

Issue:
The City of Owatonna and Steele County have identified additional repair work needed on the signal systems that wasn't included on the plans.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work.

Resolution:
1. The City will furnish background panels and an EVP detector.

2. The Contractor will complete the following:

a. Furnish and install street name sign panels on mast arms for Traffic Signal System A per the attached drawings, to be paid as SIGN PANELS TYPE D (S F).

b. Install city furnished 5-section background panels on various Traffic Signal Systems as directed by the engineer, to be paid as CITY FURNISHED MATERIAL - 5 SECTION BACKGROUND (EA).

c. Install city furnished 3-section background panels on various Traffic Signal Systems as directed by the engineer, to be paid as CITY FURNISHED MATERIAL - 3 SECTION BACKGROUND (EA).

d. Re-aim signal head on Traffic Signal System D, to be paid as RELOCATE MISCELLANEOUS STRUCTURES (REAIM SIGNAL HEAD)(LS).

e. Furnish and install LED pedestrian indicator lamp on Traffic Signal System D, to be paid as SIGNAL INDICATION RELAMP (EA).

f. Install City furnished EVP detector on Traffic Signal System D, to be paid as CITY FURNISHED MATERIAL (EVP DETECTOR SYSTEM D)(LS).

g. Furnish and Install APS station on existing base and using existing push buttons at Traffic Signal System G, to be paid as APS PUSH BUTTON STATION (EA).

3. Payment for this work will be at Negotiated Unit Prices, as shown in the estimate of cost.

4. The Contract time will be modified as follows: COMPLETION DATE IS EXTENDED TO OCTOBER 15, 2022.

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	5

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2104.601	RELOCATE MISCELLANEOUS STRUCTURES (REAIM SIGNAL HEAD)	LS	$280.00	1	$280.00
2564.518	SIGN PANELS TYPE D	S F	$59.21	72	$4,263.12
2565.502	APS PUSH BUTTON STATION	EACH	$633.00	1	$633.00
2565.601	CITY FURNISHED MATERIAL (EVP DETECTOR SYSTEM D)	LS	$334.00	1	$334.00
2565.602	SIGNAL INDICATION RELAMP	EACH	$281.00	1	$281.00
2565.602	CITY FURNISHED MATERIAL - 5 SECTION BACKGROUND	EA	$440.00	1	$440.00
2565.602	CITY FURNISHED MATERIAL - 3 SECTION BACKGROUND	EA	$419.00	2	$838.00
				Net Change this Change Order	**$7,069.12**

Due to this change, the contract time: *(check one)*

( ) Is NOT changed	(x) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by City Engineer: Kyle Skov _____ Date: Aug 26, 2022

Print Name: Kyle Skov, P.E.

Approved by County Engineer: _____ Date: _____

Print Name: Greg Ilkka, P.E.

Approved by Contractor: Mark Draper _____ Date: Aug 25, 2022

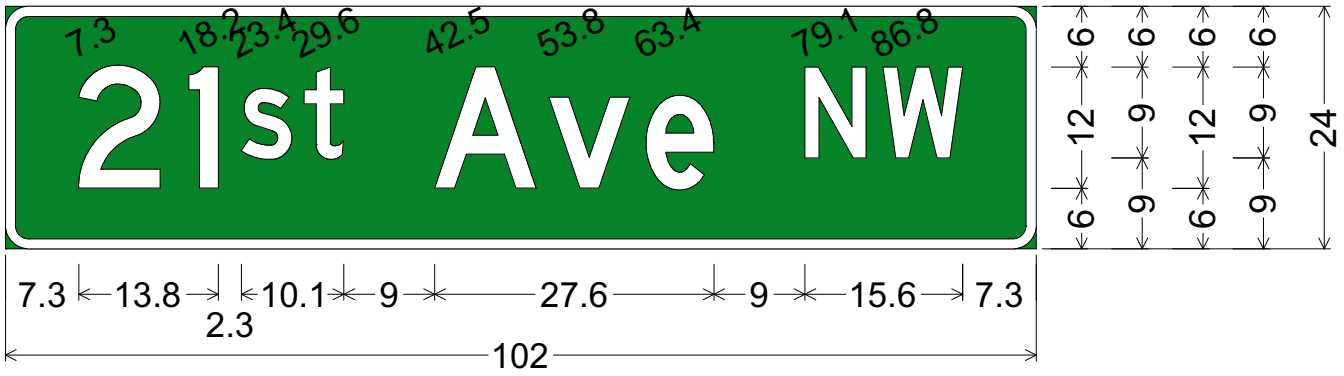
Mark Draper (Aug 25, 2022 13:55 CDT)

Print Name: Mark Draper

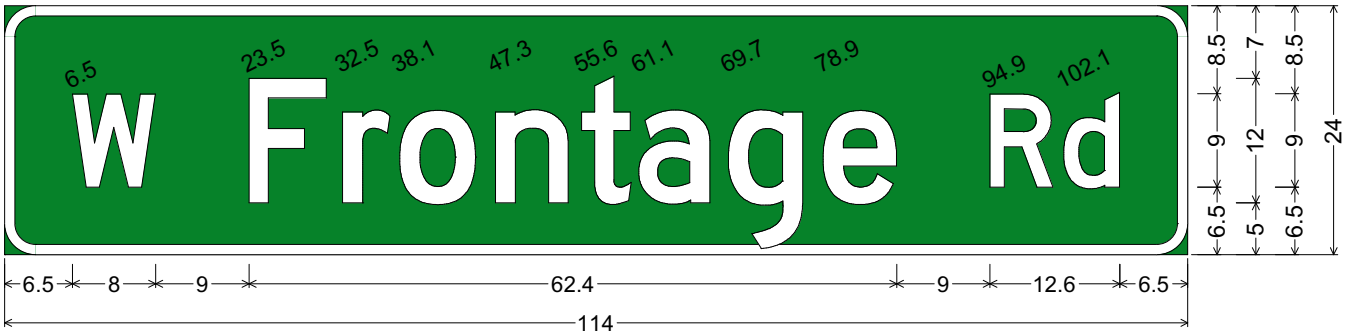
DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: _____ Date: _____



2.3" Radius, 1.0" Border, White on, Green;
"21st Ave NW", D;



3.0" Radius, 1.0" Border, White on, Green;
"W Frontage Rd", D 2K;

Parks, Trails, Recreation & Facilities Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Four-Season Rental Agreement for Have a Healthy and Safe Program

Purpose:
Enter in a rental agreement to use the Steele County Four-Seasons building to host the Have a Healthy and Safe Season program.

Background:
The *Have a Healthy and Safe Season* event is a long-standing community program designed to educate young people about health and safety. The safety event is designed for children 3 - 12 along with their parents to be aware of crucial safety topics of the season.

The organizers partner with the medical profession, law enforcement, schools, public service organizations, the City, and other community organizations who provide safety education and healthy activities for young people.

City Council has previously approved an agreement between the City and County. For each scheduled use of the Four-Seasons building, the County requires a rental agreement to identify the expectations for the specific space. This rental agreement is for September 14, 2022 from 2:00pm – 9:00pm in the East Arena.

Budget Impact:
The use of the Four Season facility is part of a larger City/County agreement. Therefore, there is no budget impact.

Staff Recommendation:
Staff recommends approving the rental agreement

Attachments:
1. ACORD Form 20220829-153407
2. 202208290952

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bonnie Ebner	
North Risk Partners 285 18th St. SE Owatonna MN 55060	PHONE (A/C, No, Ext): (507) 451-3684	FAX (A/C, No): (507) 451-6874
	E-MAIL ADDRESS: bonnie.ebner@northriskpartners.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : League of Minnesota Cities	0042
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Owatonna
540 West Hills Circle
Owatonna MN 55060

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CMC1002130-6	01/29/2022	01/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 2,500 $ 2,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CMC1002130-6	01/29/2022	01/29/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED [ ] RETENTION $			MEL1002131-6	01/29/2022	01/29/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1002133-6	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,500,000 $ $ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 9/14/2022 Event Rental of East Arena

Steele County is noted as an Additional Insured with respect to the General Liability.

CERTIFICATE HOLDER

Four Seasons Centre Steele County Parks and Recreation
1525 S Elm Ave
PO Box 57
Owatonna MN 55060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Four Seasons Centre
1525 S. Elm Ave
P.O. Box 57
Owatonna, MN 55060
fourseasons@co.steele.mn.us
Phone: (507) 451-1093 Fax: (507)451-5078

RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the County of Steele, Owatonna, Minnesota 55060 (hereinafter referred to as the LESSOR), and City of Owatonna located at 540 West Hills Circle, Owatonna, MN (hereinafter referred to as the LESSEE).

WITNESSETH:

The LESSOR and LESSEE, in consideration of the rents, covenants, and agreements hereinafter specified, do agree as follows:

I. The LESSOR grants and LESSEE accepts an agreement to rent the following described portion of the Four Seasons Centre, located 1525 South Elm Avenue, Owatonna, Minnesota, to Wit: East Arena

The premises are to be used for "Have a Safe and Healthy Season". The set-up time is estimated to be completed by 5:00, P M, on September 14, 2022. The event is to be on 1 consecutive days beginning on September 14, 2022, at 5:00, P M, and ending on September 14, 2022, at 7:00, P M. LESSOR further agrees to provide electrical power, water, heat, and normal janitorial services for the use of the LESSEE. LESSEE may use 98 tables and 750 chairs provided by LESSOR at no additional charge other than $25.00 surcharge. The Four Seasons Centre now offers free wireless internet services to all building users.

The Steele County Board of Commissioners retains the authority, if in their sole discretion they determine that a public health emergency exists, to require all current users of the Four Seasons Centre to immediately vacate the facility and LESSEE agrees to so vacate. Any users displaced by a public health emergency will not be charged for building and/or ice rental during the time they are required to vacate the Four Seasons Centre.

II. LESSEE shall pay LESSOR a non-refundable fee equal to fifty percent (50%) of the total rental fee at the time of the reservation of said scheduled event. It is hereby agreed and understood that said LESSEE shall not be entitled to a refund of said fifty percent (50%) reservation deposit if the event as scheduled does not take place, said payment being considered liquidated damages.

It is hereby agreed and understood that such advance payment shall be applied to the total rental fee, with the balance of such rental fee and a cleaning/damage deposit equal to twenty percent (20%) of total rental fee due ninety (90) days prior to said scheduled event.

It is hereby agreed and understood that LESSOR shall be prepared to refund LESSEE the twenty percent (20%) cleaning/damage deposit upon inspection of the facility and grounds at the completion of said scheduled event.

It is hereby agreed and understood in the event of excess cleaning or damage, the twenty percent (20%) deposit, or portion thereof, will be applied towards charges determined appropriate by LESSOR to compensate for said cleaning and/or damage, with any difference remaining to be refunded to LESSEE within ten (10) business days from the end of this lease.

III. LESSEE shall pay LESSOR for scheduled rental of said Four Seasons Centre, a rental rate, including days or one-half day portions thereof, for time to set-up and/or take-down as follows: N/C (City/County agreement) ($.) for the first day, ($.) for the second day, ($.) for each subsequent day. Sales tax (if applicable) and $25.00 table/chair surcharge will also be included in rental fee.

If any admission, ticket, or other similar charge is to be made to the public attending said scheduled event, LESSEE shall pay LESSOR a flat fee in the amount determined by Four Seasons Centre Director.

Owatonna Youth Hockey Association (OYHA) has first right to all concessions. OYHA reserves the right to allow or not allow any other food or beverage vendors. If OYHA chooses not to sell any food or beverage during the scheduled event, LESSEE may bring in an outside vendor with the permission of OYHA and pay a fee to OYHA. All vendors allowed in by OYHA while OYHA operates their own concession stand will concur to an agreement between all parties involved.

IV. LESSEE agrees to furnish its own Licensed electrician if needed, pipe & drapery, table skirting, and all other normal requirements for such an event

V. LESSEE shall make no changes or alterations in any portion of the premises covered by this agreement, and LESSEE shall not have the use of, or access to any portion of LESSOR'S premises not specifically described herein.

VI. LESSEE shall abide by, conform to, and comply with all the laws of the United States and the State of Minnesota, all of the ordinances of the City of Owatonna, and the rules and regulations of the LESSOR for the government and management of said Four Seasons Centre, together with all rules and requirements of the Police and Fire Departments of the City of Owatonna.

VII. LESSEE shall not sell, furnish or in any way, transfer to another any alcoholic beverage unless the sale, furnishing or transfer is done in compliance with Minnesota Statute, Chapter 340A.

VIII. LESSEE shall hold harmless and protect LESSOR and the County of Steele from any claim or damages of every kind arising out of the use of said premises by LESSEE, provided that such claim or damage results from negligence of LESSEE or their agents, employees, patrons, guests, or any persons admitted to said premises by said LESSEE.

IX. LESSEE hereby agrees to furnish LESSOR with evidence of Public Liability Insurance in the form of Certificate of Insurance to include an "additional insured endorsement premises leased to the named insured" in favor of the County of Steele, with minimum coverage of $500,000.00 per claimant, and $1,500,000.00 per occurrence.

X. It is agreed that the personnel used or supplied by LESSOR pursuant to this agreement shall be and remains employees or agents of LESSOR, and under no circumstances are such personnel to be considered employees or agents of LESSEE.

XI. NO Glass containers allowed.

XII. NO Balloons to be handed out.

XIII. NO Open Flames allowed.

XIV. Building Hours:

Wed. Sept. 14th 2:00pm - 9:00 pm

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto as of the date first above written.

Four Seasons Centre (LESSOR)

_____
Director

_____
Date

LESSEE

By _____

Title_____

_____
Date

RECAP:

21,400.00	Amish Furniture & More - Brooktree patio furniture
195,944.80	Crane Creek Asphalt - Hotmix for 2022 overlay project
42,329.00	I & S Group Inc - N Cedar professional services June, 2022
40,639.25	I & S Group Inc - N Cedar professional services July, 2022
565,316.76	JJD Companies - N Cedar Streetscape Est 14
80,618.33	JJD Companies - 2022 Street & Utility Est 1
44,762.00	Met-Con Companies - 117 N Cedar wall repair
25,485.75	Nero Engineering - WWTF Expansion engineering services July, 2022
20,180.77	Owatonna Area Chamber - July 2022 Lodging tax
120,917.40	Southeast Service Coop - July 2022 Health Insurance premiums
240,453.11	OTHER EXPENDITURES
$ 1,398,047.17	*SUBTOTAL*
82,468.46	HRA HOUSING ASSISTANCE PAYMENTS
$ 1,480,515.63	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 999-19100-000-000-000000			
369842	07/20/22	GLOBAL PAYMENTS INTEGRATED	4,484.84	R	Wire Transfer
369843	07/20/22	LOWE'S	1,581.40	R	Wire Transfer
369844	07/20/22	MERCHANT SERVICES	2,214.46	R	Wire Transfer
369845	07/20/22	MN DEPT OF LABOR AND INDUSTRY	2,766.80	R	Wire Transfer
369846	07/20/22	MN DEPT OF REVENUE	13,872.74	R	Wire Transfer
369847	07/20/22	SOUTHEAST SERVICE COOPERATIVE	120,917.40	R	Wire Transfer
369848	07/20/22	US BANK	14,117.50	R	Wire Transfer
369849	07/20/22	WEX BANK	1,556.67	R	Wire Transfer
369850	08/26/22	DANIEL J BOSSHART	11,030.86	O	Regular
369851	08/26/22	STEELE COUNTY RECORDER	82.30	O	Regular
369852	08/30/22	ALEXANDER LUMBER COMPANY	1,200.04	O	Regular
369853	08/30/22	AMAZON.COM	62.27	O	Regular
369854	08/30/22	AMERICAN RED CROSS	246.00	O	Regular
369855	08/30/22	AMISH FURNITURE & MORE	21,400.00	O	Regular
369856	08/30/22	ANNA K MARTIN	155.80	O	Regular
369857	08/30/22	APG MEDIA OF SO MINNESOTA LLC	6,977.50	O	Regular
369858	08/30/22	ARAMARK UNIFORM SERVICES INC	523.17	O	Regular
369859	08/30/22	ARROW ACE HARDWARE	204.54	O	Regular
369860	08/30/22	BAKER & TAYLOR BOOKS	531.98	O	Regular
369861	08/30/22	BATTERIES PLUS BULBS LLC	23.04	O	Regular
369862	08/30/22	BCT MINNEAPOLIS	80.90	O	Regular
369863	08/30/22	BENJAMIN R JOHNSON	12.86	O	Regular
369864	08/30/22	BLACKSTONE PUBLISHING	103.99	O	Regular
369865	08/30/22	BOCK'S SERVICE, INC	400.00	O	Regular
369866	08/30/22	BOLTON & MENK INC	7,212.00	O	Regular
369867	08/30/22	C&D OIL SERVICES OF WASECA LLC	60.00	O	Regular
369868	08/30/22	CARQUEST	2,430.03	O	Regular
369869	08/30/22	CAVALIER COACHES INC	2,855.00	O	Regular
369870	08/30/22	CELLEBRITE	4,300.00	O	Regular
369871	08/30/22	CEMSTONE PRODUCTS CO	213.55	O	Regular
369872	08/30/22	CENTRAL FARM SERVICE	852.53	O	Regular
369873	08/30/22	CHEMISOLV CORP	9,016.00	O	Regular
369874	08/30/22	CINTAS	92.70	O	Regular
369875	08/30/22	COALITION OF GREATER MN CITIES	1,680.00	O	Regular
369876	08/30/22	COMPCARE OCCUPATIONAL MEDICINE	355.00	O	Regular
369877	08/30/22	COVERALL OF THE TWIN CITIES	2,385.00	O	Regular
369878	08/30/22	CRANE CREEK ASPHALT	195,944.80	O	Regular
369879	08/30/22	CULLIGAN OF OWATONNA	66.25	O	Regular
369880	08/30/22	CURT'S TRUCK & DIESEL SERVICE	95.16	O	Regular
369881	08/30/22	D & M CONSTRUCTION LLC	5,245.98	O	Regular
369882	08/30/22	DALCO	133.91	O	Regular
369883	08/30/22	DEANS WESTSIDE TOWING	150.00	O	Regular
369884	08/30/22	DLL FINANCE LLC	4,438.80	O	Regular
369885	08/30/22	DOWN SYNDROME ASSN OF MN	50.00	O	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369886	08/30/22	DUB KIMBERLY	50.00	O	Regular
369887	08/30/22	EYE MED VISION CARE	376.80	O	Regular
369888	08/30/22	FERGUSON ENTERPRISES#1658,1657	50.00	O	Regular
369889	08/30/22	FIRST SUPPLY OWATONNA	2,498.50	O	Regular
369890	08/30/22	FLAHERTY & HOOD PA	2,420.00	O	Regular
369891	08/30/22	FLEXIBLE PIPE TOOL CO	21.40	O	Regular
369892	08/30/22	FOUR SEASONS ELECTRIC	817.06	O	Regular
369893	08/30/22	FURTHER	250.65	O	Regular
369894	08/30/22	HEALTHPARTNERS	4,290.07	O	Regular
369895	08/30/22	HILLYARD/HUTCHINSON	220.39	O	Regular
369896	08/30/22	HOISINGTON KOEGLER GROUP INC	829.85	O	Regular
369897	08/30/22	HORIZON COMMERCIAL POOL SUPPLY	8,422.77	O	Regular
369898	08/30/22	HY VEE	7,908.00	O	Regular
369899	08/30/22	I U O E LOCAL 70	2,490.86	O	Regular
369900	08/30/22	I+S GROUP INC	82,968.25	O	Regular
369901	08/30/22	IFACS	1,151.13	O	Regular
369902	08/30/22	INNOVATIVE OFFICE SOLUTIONS	347.30	O	Regular
369903	08/30/22	JJD COMPANIES LLC	645,935.09	O	Regular
369904	08/30/22	JONES HAUGH & SMITH INC	1,185.00	O	Regular
369905	08/30/22	KAYLA VAN BEEK	50.00	O	Regular
369906	08/30/22	KENNEDY & GRAVEN	260.00	O	Regular
369907	08/30/22	KOWZ-FM	250.00	O	Regular
369908	08/30/22	LAWSON PRODUCTS	524.97	O	Regular
369909	08/30/22	LEGACY SIGNS INC	65.00	O	Regular
369910	08/30/22	LISA BORCHERT	50.00	O	Regular
369911	08/30/22	LOCATORS & SUPPLIES INC	85.02	O	Regular
369912	08/30/22	MACQUEEN EQUIPMENT CO	1,788.26	O	Regular
369913	08/30/22	MADISON NATL LIF INS CO INC	954.35	O	Regular
369914	08/30/22	MARCO TECHNOLOGIES LLC	2,406.49	O	Regular
369915	08/30/22	MET-CON COMPANIES	44,762.00	O	Regular
369916	08/30/22	METRO SALES INC	1,239.70	O	Regular
369917	08/30/22	METRONET	1,885.45	O	Regular
369918	08/30/22	MID-AMERICAN RESEARCH CHEMICAL	327.38	O	Regular
369919	08/30/22	MINA ADSIT ARCHITECTURE & PLAN	5,000.00	O	Regular
369920	08/30/22	MINER'S OUTDOOR & RECREATION	65.80	O	Regular
369921	08/30/22	MINNESOTA LIFE	2,432.90	O	Regular
369922	08/30/22	MINNESOTA SECURITY CONSORTIUM	1,500.00	O	Regular
369923	08/30/22	MN NCPERS GROUP LIFE INSURANCE	480.00	O	Regular
369924	08/30/22	MN PUBLIC EMPLOYEES ASSOC	1,287.00	R	ACH
369925	08/30/22	MN TRANSPORTATION ALLIANCE	770.00	O	Regular
369926	08/30/22	MN VALLEY TESTING LABS INC	2,030.03	O	Regular
369927	08/30/22	MOHS CONTRACTING INC	8,000.00	O	Regular
369928	08/30/22	MTI DISTRIBUTING INC	1,334.28	O	Regular
369929	08/30/22	NAN MCKAY & ASSOCIATES INC	419.00	O	Regular
369930	08/30/22	NAPA AUTO PARTS	30.15	O	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369931	08/30/22	NERO ENGINEERING	25,485.75	O	Regular
369932	08/30/22	NORTHLAND FARM SYSTEMS	25.36	O	Regular
369933	08/30/22	OWATONNA AREA CHAMBER OF COMM	20,180.77	O	Regular
369934	08/30/22	OWATONNA MOTOR COMPANY	3,462.52	O	Regular
369935	08/30/22	PDI	41.94	O	Regular
369936	08/30/22	PEPSI COLA OF ROCHESTER	348.00	O	Regular
369937	08/30/22	PIEPHO ROOFING INC	123.26	O	Regular
369938	08/30/22	PIONEER MANUFACTURING COMPANY	2,441.25	O	Regular
369939	08/30/22	RAEDI	1,500.00	O	Regular
369940	08/30/22	RCM SPECIALTIES	4,090.32	O	Regular
369941	08/30/22	RENT N SAVE	2,106.75	O	Regular
369942	08/30/22	RESCUE PHONE INC	625.00	O	Regular
369943	08/30/22	RICE STEELE 911 CENTER	260.00	O	Regular
369944	08/30/22	ROCKMOUNT RESEARCH & ALLOYS IN	303.21	O	Regular
369945	08/30/22	SCHOLASTIC INC	2,260.46	O	Regular
369946	08/30/22	SCHROM CONSTRUCTION	4,000.00	O	Regular
369947	08/30/22	SCHWAAB INC	40.25	O	Regular
369948	08/30/22	SHERWIN WILLIAMS COMPANY	604.92	O	Regular
369949	08/30/22	SHI CORP	278.74	O	Regular
369950	08/30/22	SHRED RIGHT	8.18	O	Regular
369951	08/30/22	SOUTHEAST SERVICE COOPERATIVE	300.00	O	Regular
369952	08/30/22	SPS COMPANIES INC	219.93	O	Regular
369953	08/30/22	STATE INDUSTRIAL PRODUCTS	829.34	O	Regular
369954	08/30/22	STEWART SANITATION	65.71	O	Regular
369955	08/30/22	STRATEGIC INSIGHTS INC	1,550.00	O	Regular
369956	08/30/22	STREICHER'S INC	86.98	O	Regular
369957	08/30/22	SYNCHRONY BANK	126.42	O	Regular
369958	08/30/22	T-MOBILE	1,359.37	O	Regular
369959	08/30/22	TASTE OF HOME BOOKS	38.63	O	Regular
369960	08/30/22	TEREX ROOFING & SHEETMETAL LLC	14,420.00	O	Regular
369961	08/30/22	TERMINIX	68.00	O	Regular
369962	08/30/22	TERRY'S REPAIR	137.50	O	Regular
369963	08/30/22	TGK AUTOMOTIVE OF OWATONNA LLC	119.38	O	Regular
369964	08/30/22	THE AFTON HOUSE INN	1,462.65	O	Regular
369965	08/30/22	THE WALL STREET JOURNAL	170.00	O	Regular
369966	08/30/22	TRUCK CENTER COMPANIES LLC	83.40	O	Regular
369967	08/30/22	TURFWERKS	965.38	O	Regular
369968	08/30/22	UNITED WAY	114.00	O	Regular
369969	08/30/22	US BANK	275.00	O	Regular
369970	08/30/22	USABLUEBOOK	1,612.52	O	Regular
369971	08/30/22	VAN METER INC	110.19	O	Regular
369972	08/30/22	VERIZON WIRELESS	2,976.03	O	Regular
369973	08/30/22	VESSCO INC	3,063.00	O	Regular
369974	08/30/22	VICKY MUHR	50.00	O	Regular
369975	08/30/22	W L HALL COMPANY	1,025.00	O	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369976	08/30/22	WASTE MANAGEMENT OF WI-MN	370.08	O	Regular
369977	08/30/22	WOLFF AND SONS INC	157.50	O	Regular
369978	08/30/22	WOODRICH MARK	6,270.95	O	Regular
369979	08/30/22	XCEL ENERGY	320.74	O	Regular
369980	08/30/22	ZEP MANUFACTURING CO	125.80	O	Regular
369981	08/30/22	ZIEGLER INC	3,830.00	O	Regular
369982	08/30/22	MATTHEW R HOKANSON	5,202.32	O	Regular
369983	09/01/22	ABARIM REALTY INC	376.00	R	ACH
369984	09/01/22	ACADEMY APARTMENTS OF OWATONNA	197.00	R	ACH
369985	09/01/22	ALL AREA MANAGEMENT LLC	1,381.00	R	ACH
369986	09/01/22	APACHE APARTMENTS	602.00	R	ACH
369987	09/01/22	ARNFELT RENTS	271.00	R	ACH
369988	09/01/22	ATM PROPERTIES LLC	884.00	R	ACH
369989	09/01/22	AUSTIN HRA	1,242.00	O	Regular
369990	09/01/22	B-GROVE LLC	1,404.00	R	ACH
369991	09/01/22	BROWN COTTAGE INDUSTRIES	727.00	R	ACH
369992	09/01/22	BROWN CYNTHIA	460.00	R	ACH
369993	09/01/22	BRYCEN GREGOR	1,682.00	R	ACH
369994	09/01/22	CEDAR RIDGE APARTMENTS	1,378.00	R	ACH
369995	09/01/22	CEDAR ROSE ASSOCIATES LLC	254.00	R	ACH
369996	09/01/22	CEDAR RUN TOWN HOMES MDI #41	3,280.00	R	ACH
369997	09/01/22	CEDARDALE NORTH APARTMENTS	340.00	R	ACH
369998	09/01/22	CEDARDALE SOUTH APARTMENTS	478.00	R	ACH
369999	09/01/22	CEDARDALE WEST APARTMENTS	1,014.00	R	ACH
370000	09/01/22	COMMON CENTS PROPERTIES LLC	371.00	R	ACH
370001	09/01/22	DAN NECHVILLE	644.00	R	ACH
370002	09/01/22	EEK LLC	460.00	R	ACH
370003	09/01/22	ELLINGSON RICHARD	815.00	R	ACH
370004	09/01/22	ELM STREET PROPERTIES	1,228.00	R	ACH
370005	09/01/22	FITZGERALD TLS PROPERTIES LLC	508.00	R	ACH
370006	09/01/22	IMAGE APARTMENT	1,779.00	R	ACH
370007	09/01/22	JBLL EQUITIES LLC	440.00	R	ACH
370008	09/01/22	JOHN & DENISE SCHROEDER	485.00	R	ACH
370009	09/01/22	JOHNSON WINDOW & SIDING INC	4,257.00	R	ACH
370010	09/01/22	JPF PROPERTIES	2,200.00	R	ACH
370011	09/01/22	KEG INVESTMENTS LLC	471.00	R	ACH
370012	09/01/22	KEITH MARTIN	483.00	R	ACH
370013	09/01/22	KLEVOS GREG	741.00	R	ACH
370014	09/01/22	LAXMAN S SUNDAE	743.00	R	ACH
370015	09/01/22	LEE ANNA	705.00	R	ACH
370016	09/01/22	LINCOLN SQUARE APARTMENTS	6,157.00	R	ACH
370017	09/01/22	LOFTS ON 3RD	602.00	R	ACH
370018	09/01/22	LWO LIMITED PARTNERSHIP #116	2,349.00	R	ACH
370019	09/01/22	MANCINI NICHOLAS	693.00	R	ACH
370020	09/01/22	MARQUARDT DENNIS	1,262.00	R	ACH

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
370021	09/01/22	MARTIN ALLAN	2,787.00	R	ACH
370022	09/01/22	MARTIN FAMILY LLC	896.00	R	ACH
370023	09/01/22	MCCAULEY PATRICK	747.00	R	ACH
370024	09/01/22	MIDWEST INVEST LLC	485.00	R	ACH
370025	09/01/22	MINNEAPOLIS PHA	916.82	R	ACH
370026	09/01/22	NECHVILLE DON	1,580.00	R	ACH
370027	09/01/22	NORTHCOURT APARTMENTS	1,136.00	R	ACH
370028	09/01/22	NORTHGATE	2,184.00	R	ACH
370029	09/01/22	NORTHVIEW APARTMENTS	839.00	R	ACH
370030	09/01/22	NORTHWEST MANOR	1,162.00	R	ACH
370031	09/01/22	OWATONNA PUBLIC UTILITIES	6.00	R	ACH
370032	09/01/22	PARK PLAZA LLC	1,067.00	R	ACH
370033	09/01/22	PARKVIEW OWATONNA LLC	568.00	R	ACH
370034	09/01/22	PROHASKI CHRIS	460.00	R	ACH
370035	09/01/22	PROHASKI PROPERTIES	464.00	R	ACH
370036	09/01/22	QUALITY RENTALS OF OWATONNA LL	656.00	R	ACH
370037	09/01/22	RAYMOND WILLMOTT	589.00	R	ACH
370038	09/01/22	SCOTT COUNTY CDA	2,401.64	R	ACH
370039	09/01/22	SMITH REAL ESTATE LLC	1,183.00	R	ACH
370040	09/01/22	SOUTH CENTRAL HUMAN RELATIONS	3,099.00	R	ACH
370041	09/01/22	SUBLAND INVESTMNTS & LIFESTYLE	659.00	R	ACH
370042	09/01/22	SUMMIT MANOR	293.00	R	ACH
370043	09/01/22	T & M RENTALS	438.00	R	ACH
370044	09/01/22	TM RENTALS II LLC	458.00	R	ACH
370045	09/01/22	TREND REALTY LLC	570.00	R	ACH
370046	09/01/22	USDA RURAL DEVELOPMENT	680.00	O	Regular
370047	09/01/22	USDA RURAL DEVELOPMENT	449.00	O	Regular
370048	09/01/22	VAITH PROPERTIES LLC	218.00	R	ACH
370049	09/01/22	WILLOW RUN I MDI #58	4,925.00	R	ACH
370050	09/01/22	WILLOW RUN II MDI #85	3,940.00	R	ACH
370051	09/01/22	YOUNGDAHL DEVELOPMENT LLC	1,702.00	R	ACH
370052	09/01/22	ZK INVESTORS LLC	1,547.00	R	ACH

A/P Check Register
Checks from to

135	Checks total:	1,237,619.36
68	ACH total:	81,384.46
0	EFTPS total:	
8	Wire transfer total:	161,511.81
0	Payment Manager total:	
211	GRAND TOTALS	1,480,515.63

Ordinances

Public Works Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Ordinance 22-11: Stormwater Ordinance Updates

Purpose:
Council reading of proposed updates to Chapter 52 of the City of Owatonna Code of Ordinances related to the City of Owatonna Municipal Seperate Storm Sewer System (MS4) permit, updating stormwater utility rates and small modification to Chapter 90 regarding cleanup of pet waste on City owned property.

Background:
In order to comply with the permit requirements of the City of Owatonna MS4 permit, issued on October 7, 2021, the City has 1 year to adopt changes to ordinances related to the permit. Chapter 52 is the Stormwater Ordinance. A summary of the proposed changes is attached along with an ordinance showing the proposed changes.

Currently, the ERU is $4.52 and the proposed ERU is $4.66 which is a 3% increase.

Budget Impact:
The annual budget for the stormwater utility will be increased.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Summary of Stormwater Ordinance Modifications - 2022
2. Stormwater Management Code 52.00 - Revisions
3. Chapter 90- Animals Revisions

Summary of Ordinance Modifications 2020 - 2025 MS4 Permit

Updates - Pet Waste, Chloride, Construction (2023) and Post Construction WQV

Pet Waste

1. **Chapter 90 – Animals**
    - 90.11 Removal of Animal Debris
        i. Revise to include all public property

Suggested Language:

The owner or agent of any animal ~~in a public park~~ in or on public property shall remove animal feces left by the animal and deposit the same in a trash receptacle or otherwise remove the same from the premises.

- Chapter 90.62 Feedings of Wild Animals Prohibited

No change required. Will cover requirements for fecal coliform. Addresses issues at Morehouse Park and should be included in SWPPP documents to address this TMDL.

Chloride, Stormwater Utility Fee, Construction Site Run-off, & Post Construction Controls

2. **Chapter 52 – Storm Water**
    - 52.04 ERU Update (3% increase from 2022)
    - 52.26 Definitions clean-up
        i. Fully Reconstructed
        ii. Land Disturbance Activity
        iii. Underlying Soils
    - 52.28 Illicit Discharge Detection and Elimination (A) Prohibit discharge and disposal
        i. Add pet waste
        ii. Add Commercial, Industrial, and Institutional Salt Storage

Suggested Language:

All commercial, industrial, and institutional properties storing salt shall store the salt undercover or indoors. All salt must be stored on an impervious surface. Property owners shall implement best management practices to reduce exposure when transferring material in designated salt storage areas.

- 52.29 Stormwater Management Plans (J) Post Construction Stormwater Management (3) Water Quality and Volume Control
    i. Revise to new 1" WQV
    ii. Minimum impervious area draining to BMPs
    iii. Cumulative impervious to run with land

Suggested Language:

All construction activity where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres shall provide post construction stormwater treatment and rate control.

For non-linear projects, the water quality volume to be treated must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface.

For linear projects, the water quality volume to be treat must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surfaces.

The minimum impervious area draining to BMPs providing required water quality volume shall be equal to the sum of new and fully reconstructed surfaces or to the maximum extent practicable as determined by the City Engineer.

Projects adding new impervious surfaces and/or fully reconstructed surfaces will be considered in cumulative over the life of the property. Land disturbance activity applicable to this requirement will be determined with respect to all development or redevelopment that has occurred from the time of ordinance adoption

iv. Mitigation Provisions updates

Suggested Language:

Mitigation provisions for linear projects. If the owner believes that the entire water quality volume requirements cannot be met on the site of the original construction activity, the owner must provide adequate documentation to the city as support including attempts to acquire additional right of way or other permission to provide treatment for the full water quality volume. The owner must provide treatment for the water quality volume to the maximum extent practicable. No further off-site mitigation is required.

- 52.31Erosion and Sediment Control (G)(2) As-Built Drawings

Suggested Language:

Single fgmily residential construction may be required to submit as-built drawings.

Print

Owatonna, MN Code of Ordinances

CHAPTER 52: STORM WATER

Section

Storm Water Utility

52.01 General operation

52.02 Definitions

52.03 Storm water utility factors

52.04 Non-residential example

52.05 Fee adjustments

52.06 Exemptions

52.07 Payment of fee

52.08 Appeal of fee

52.09 Late payment; penalty

52.10 Certification of past due fees on taxes

52.11 Effective date

Storm Water Management

52.25 General Provisions

52.26 Definitions

52.27 Scope and effect

52.28 Illicit discharge detection and elimination

52.29 Stormwater management plans

52.30 Stormwater management plan review procedure

52.31 Erosion and sediment control

52.32 Long-term maintenance for stormwater management facilities

52.33 Violations and enforcement

52.99 Penalty

Cross-reference:

Fee Schedule, see Ch. 35, App. A

Industrial Wastewater Pretreatment, see Ch. 51

Sewers; Domestic and Industrial Wastewater, see Ch. 50

Utility Installers and Contractors; Public Works, see Ch. 117

STORM WATER UTILITY

§ 52.01 GENERAL OPERATION.

The city storm water system shall be operated as a public utility (hereinafter, called the “Storm Water Utility”), pursuant to Minn. Stat. § 444.075, as it may be amended from time to time, from which revenues will be derived subject to the provisions of this subchapter and state statutes.

(1992 Code, § 280:00) (Ord. 1187, passed 7-7-1998)

§ 52.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EQUIVALENT RESIDENTIAL UNIT (ERU). ERU are based on the effect of a typical single family residential home’s impervious area footprint. The ERU is based on one-third acre.

MONTHLY STORM WATER UTILITY REVENUE. The estimated monthly expenditures for planning and inventories, capital expenditures, personnel and equipment and operation of the storm water utility, in accordance with established city policy.

STORM WATER UTILITY FEE. The annual charge developed for each parcel of land.

UTILITY FACTOR. The ratio of run-off volume, in inches, for a particular land use, to the run-off volume, in inches, for an average single-family residence, assuming a two-inch rainfall and Natural Resources Conservation Services (NRCS) “Type B” soil conditions.

(1992 Code, § 280:05) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.03 STORM WATER UTILITY FACTORS.

(A) The storm water management fee shall be determined by first determining the percentage of total run-off in the city which is attributed to single-family residential

property. The fee per acre for single-family residential is computed by computing the product of the run-off percentage and the monthly storm water utility revenue, divided by the estimated total acres of single-family residential land use in the city. The per acre fee for all other individual parcels shall be defined as the product of the single-family residential per-acre fee, the appropriate utility factor and the total acreage of the parcel. Single-family residential parcels shall be assessed on a per household basis. All multi-family residential, townhome, and mobile home classifications with individual meters shall be billed at 80% of the current ERU. All multi-family residential, townhome, and mobile home classifications without individual meters shall be billed based on the above equation, derived from the table below.

Classification	***Land Use***	***Intensity Factor***	***% Impervious Assumed***
	Single family residential	1	
2	Townhomes	0.8	
3	Multi-family residential	1.5	
4	Low-density commercial	2.0	60%
5	High-density commercial	2.8	85%
6	Low-density industrial	2.1	63%
7	High-density industrial	2.4	72%
8	Mobile homes	1.5	45%
9	Churches/institutions/schools	2.4	72%

(B) The city will regularly review classifications of parcels and make adjustments to individual parcel classifications as necessary.

(1992 Code, § 280:10) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015; Ord. 1534, passed 12-15-2015)

§ 52.04 NON-RESIDENTIAL EXAMPLE.

(A) Example.

Fee = 1 Acre X monthly fee intensity factor

0.33 acre *

* Residential lot assumed acreage

(B) *Fees.* The ERU shall be established as follows:

2023 - $4.66

~~2016~~	~~$2.92~~
~~2017~~	~~$3.40~~

~~2018~~	~~$3.88~~
~~2019~~	~~$4.35~~

(C) Rates shall be effective January 1 of the given year.

(Ord. 1527, passed 8-18-2015)

§ 52.05 FEE ADJUSTMENTS.

(A) The Council may adopt policies, by resolution, for adjustment of the storm water management fees. Information to justify a fee adjustment must be supplied by the property owner. Such adjustments of fees shall not be retroactive.

(B) Properties of five acres or greater will be eligible for fee adjustments. The owner must request in writing to the City Engineer for the fee adjustment. In no case will the property pay more than the assumed rate assigned to the rate class. The existing impervious will be compared to the assumed impervious percentage and fees will be adjusted to the appropriate percentage.

(1992 Code, § 280:15) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.06 EXEMPTIONS.

The following land uses are exempt from the storm water management fee:

(A) Public road right-of-way;

(B) Lakes, streams and other bodies of water;

(C) Wetlands of the city;

(D) Agricultural land;

(E) Undeveloped property;

(F) Platted, un-developed residential lots;

(G) Cemeteries;

(H) Golf courses; and

(I) Railroads.

(1992 Code, § 280:20) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.07 PAYMENT OF FEE.

(A) Storm water utility fees shall be billed with water and sanitary sewer bills.

(B) The fee shall be due and payable with the same terms as sanitary sewer utility bills.

(C) Any prepayment or overpayment of charges shall be retained by the city and applied against subsequent fees.

(1992 Code, § 280:25) (Ord. 1187, passed 7-7-1998)

§ 52.08 APPEAL OF FEE.

If a property owner or person responsible for paying the storm water management fee believes that a particular assigned fee is incorrect, such person may request that the fee be recomputed.

(1992 Code, § 280:30) (Ord. 1187, passed 7-7-1998)

§ 52.09 LATE PAYMENT; PENALTY.

Each billing for storm water utility fees not paid when due shall incur a penalty charge of 5% of the amount past due for unpaid fees up to $500 and 2% of such fees over $500.

(1992 Code, § 280:35) (Ord. 1187, passed 7-7-1998)

§ 52.10 CERTIFICATION OF PAST DUE FEES ON TAXES.

(A) If three consecutive storm water utility fees have not been paid when due, then a penalty as set forth in § 52.08 of this chapter shall be added to the amount due.

(B) Any such past due fees may then be certified to the County Auditor for collection with real estate taxed on the following year pursuant to Minn. Stat. § 444.075, Subd. 3, as it may be amended from time to time.

(C) In addition, the city shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees.

(1992 Code, § 280:40) (Ord. 1187, passed 7-7-1998)

§ 52.11 EFFECTIVE DATE.

This subchapter shall be in full force and effect from January 1, 2016 and after its passage and publication.

(Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

STORM WATER MANAGEMENT

§ 52.25 GENERAL PROVISIONS.

(A) *Purpose.* The purpose of this subchapter is to establish standards and requirements for stormwater conveyance, treatment and discharge within the city; erosion and sediment control measures to be taken during the development of and alterations to lands within the city; and regulation of non-stormwater discharges to the city municipal separate storm sewer system (herein referred to as “MS4”). The purpose of this subchapter is to protect public health, safety and general welfare, property and the environment, and administer and implement stormwater best management practices (BMPs) as required by Federal (United States Environmental Protection Agency) and state (Minnesota Pollution Control Agency) laws and regulations.

(B) The objectives of this subchapters are:

(1) To maintain compliance with the city's stormwater pollution prevention program (SWPPP).

(2) To regulate the contribution of pollutants and prohibit illicit connections and discharges to the city's MS4.

(3) To regulate land disturbing activity, installation, operations, maintenance and replacement of the stormwater system, and protect and prevent the discharge of sediment into public and/or private lands, public infrastructure, wetlands and waters of the state.

(4) To establish legal authority to carry out all inspections, monitoring and enforcement procedures necessary to comply with this subchapter.

(5) To establish requirements for management of site specific stormwater discharge rates, volumes, and water quality.

(Ord. 1519, passed 3-3-2015)

§ 52.26 DEFINITIONS.

Unless specifically defined below, the words or phrases used in this subchapter shall have the same meaning as they have in common usage. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “must” are always mandatory and not merely directive.

APPLICANT. Any person or entity that applies for a building permit, subdivision approval, or a permit to allow land disturbing activities. Applicant also means that person's agents, employees, and others acting under this person's direction.

BEST MANAGEMENT PRACTICES (BMPs). Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including avoidance of impacts, prohibitions of practices, general housekeeping practices, pollution prevention and educational practices, operation and maintenance procedures,and other applicable management practices.

CONSTRUCTION ACTIVITY. A disturbance to the land resulting in a change in the

topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography.

COMMON PLAN OF DEVELOPMENT OR SALE. A contiguous area where multiple separate and distinct land disturbing activities may take place at different times, on different schedules, but under one proposed plan of development. One plan is broadly defined to include design, permit application, advertisement, or physical demarcation indicating that land disturbing activity may occur.

DEVELOPER. A person, firm, corporation, sole proprietorship, partnership, state agency, or political subdivision thereof engaged in a land disturbance activity.

DISCHARGE. Any release, conveyance, channeling runoff, or drainage of stormwater including snow melt, from a construction site.

EROSION AND SEDIMENT CONTROL. The best management procedures, techniques, and methods to control soil erosion and sedimentation as officially adopted by either the state, county, city or local watershed group, whichever is more stringent.

FINAL SITE SURVEY. Site survey includes final topographic contours with sufficient survey shots to adequately show constructed drainage patterns, spot elevations of all structures, elevations of lot corners, and all specific survey points for structural stormwater BMPs and entire stormwater system.

FINAL STABILIZATION. All soil disturbing activities at the site have been completed, and all soils are stabilized by intended uniform perennial vegetative cover with a density of 70% over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions as well as the following conditions:

(a) All drainage ditches, constructed to drain water from the site after construction is complete, have been stabilized.

(b) All temporary erosion prevention and sediment control BMP's have been removed from the site.

(c) All existing and/or new conveyances and permanent stormwater treatment systems, affected by construction activity, restored to original design, capacity, and function.

FULLY RECONSTRUCTED. Any areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed.

GRADING/ EROSION AND SEDIMENT CONTROL PERMIT. A permit issued by the city for the control of drainage, erosion, sedimentation, and other pollutants during land disturbing activities.

GREEN INFRASTRUCTURE. A wide array of practices at multiple scales that manage wet weather and maintains or restores natural hydrology through infiltration, evapotranspiration, or harvesting and using stormwater. On a regional scale, green infrastructure is the preservation or restoration of natural landscape features, such as forests, floodplains and wetlands, coupled with policies such as infill and redevelopment that reduce the overall imperviousness in a watershed. On a local scale, green

infrastructure consists of the site and neighborhood specific practices such as bioretention, trees, green roofs, permeable pavement, and cisterns.

HAZARDOUS MATERIAL. Any material, substance, waste or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause and/or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed, or otherwise managed.

ILLICIT CONNECTIONS. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including, but not limited to, any conveyance which allows any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection has been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

ILLICIT DISCHARGE. Any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges pursuant to a NPDES permit and discharges exempt as outlined in § 52.28.

IMPERVIOUS SURFACE. A constructed hard surface that either prevents or limits the entry of water into the soil, and causes water to run off the surface in greater quantities and at an increased rate of flow. Including but not limited to gravel, asphalt, concrete, brick, stone, and rooftops.

LAND DISTURBANCE ACTIVITY. Any activity that results in a change or alteration of the existing ground cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, development, redevelopment, demolition, excavating, grading, clearing, filling, stockpiling, hauling, construction, reconstruction, and borrow pits. ~~Routine vegetation management, and mill and overlay/resurfacing activities that do not alter the soil material beneath the pavement base, are not considered land disturbance.~~

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). A conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains:

(a) Owned and operated by the city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district or similar entity, or an Indian tribe or an authorized Indian tribe organization, or a designated and approved management agency under Section 208 of the Federal Clean Water Act, United States Code, Title 33, Section 1288, that discharges into waters of the state;

(b) Designed or used for collecting or conveying stormwater;

(c) That is not combined sewer; and

(d) That is not part of a publicly owned treatment works as defined in 40 CFR § 122.2.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

STORMWATER DISCHARGE PERMIT. A permit issued by the USEPA (or by a State under authority delegated by the USEPA) that authorizes discharges to water of the United States, as defined by the Federal Clean Water Act.

NEW DEVELOPMENT. All construction activity that is not defined as redevelopment.

NON-STORMWATER DISCHARGE. Any discharge to the stormwater system that is not composed entirely of stormwater.

OWNER(S). A person, partnership, firm, association, public or quasi-public corporation, private corporation, or a combination of, with a legal, equitable interest, or leasehold in the parcel of record.

PARCEL OF RECORD. A tract, plot, lot, and/or portion of subdivision or other parcel of land, intended as a unit for the purpose, whether immediate or future, of transfer of ownership, possession, or for building development.

PERMITTEE. A person issued a grading/ erosion and sediment control permit by the city.

PREMISES. Any building, lot, parcel of land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking areas.

RECEIVING WATER. Any lake, river, stream, or wetland that receives stormwater discharges from an MS4.

REDEVELOPMENT. Any construction activity where, prior to the start of construction, the areas to be disturbed have 15% or more of impervious surface(s).

SEDIMENT. The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, wind, or ice, and has come to rest on the earth's surface either above or below water level.

STORMWATER. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation.

STORMWATER MANAGEMENT PLAN. A joint grading and stormwater pollution prevention plan that is a document containing the requirements of § 52.29, that when implemented will decrease soil erosion on a parcel of land, minimize pollution, and promote effective drainage.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP). A plan developed to identify the sources of pollution that affect the quality of stormwater discharges from a site and to describe and ensure the implementation of practices to prevent or reduce pollutants in stormwater discharge.

STRUCTURE. Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

STRUCTURAL STORMWATER BMP'S. Stationary and permanent BMP's designed, constructed, and operated to prevent or reduce the discharge of pollutants in stormwater.

SUBDIVISION. Any tract of land divided into building lots for private, public, commercial, industrial, etc. development. Minn. Rule 6120.2500, Subpart 17 defines subdivision as land that is divided for the purpose of sale, rent, or lease, including planned unit development.

SURFACE WATER(S). All streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, and irrigation systems whether natural or artificial, public or private, except that surface waters do not include treatment basins or ponds that were constructed from upland.

UNDERLYING SOILS. Any natural in-situ or fill soils that are not a man-made gradation.

WASTEWATER. Liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions which is discharged into or permitted to enter the city's wastewater treatment system.

WATERCOURSE. Any ditch, stream, creek, or other defined channel intended for the conveyance of water, runoff, groundwater discharge, or similar hydraulic or hydrologic purpose.

WATERS OF THE STATE. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof (Minn. Stat. § 115.01, Subd. 22).

WETLANDS. As defined by the Wetland Conservation Act, as amended from time to time, and Steele County.

(Ord. 1519, passed 3-3-2015)

§ 52.27 SCOPE AND EFFECT.

(A) Applicability.

(1) Every applicant for a building permit or subdivision approval must submit a stormwater management plan to the Engineering Department. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the stormwater management plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this subchapter.

(2) This subchapter shall apply to all water entering the city's stormwater system generated on any developed and undeveloped lands unless exempted by the city.

(B) *Erosion and sediment control exemptions.* The provisions of this subchapter do not apply to:

(1) Emergency work to protect life, limb, or property.

(2) Nursery, home gardening, and other agricultural practices that are confined to private property and do not constitute an illicit discharge or connection.

(C) *Grading/ erosion and sediment control permit exemptions.* The following activities do not require a grading/ESC permit but are subject to conditions of this subchapter:

(1) Land disturbing activities which disturb less than 5,000 square feet;

(2) Federal, state, county MS4 and other projects where the city does not have regulatory authority.

(D) *Stormwater discharge exemptions.* If not causing a public safety or nuisance, or adversely affecting water and/or environmental quality, the following shall not be considered prohibited discharges.

(1) Discharges from landscape irrigation, diverted stream flows, rising groundwater, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space sumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitat and wetlands, water main flushing. Discharges associated with dye testing; verbal approval prior to testing is required.

(2) Discharges or flow from firefighting activities and other discharges specified by the city as necessary to protect public health and safety.

(3) The prohibition shall not apply to any non-stormwater discharges permitted under an NPDES Permit, waiver or waste discharge order issued to the discharger and administered under the

authority of the USEPA, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the stormwater system.

(Ord. 1519, passed 3-3-2015)

§ 52.28 ILLICIT DISCHARGE DETECTION AND ELIMINATION.

(A) *Prohibited discharge and disposal.* This section shall apply to both actual and potential discharges.

(1) No person shall throw, drain or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the city's MS4, any pollutants or waters containing any pollutants, other than water wholly comprised of stormwater.

(2) No person shall throw, deposit, place, leave, keep or permit to be thrown, placed, left, maintained, or kept any refuse, rubbish, garbage, pet waste, or any other discarded objects, articles, or accumulations in or on any street, alley, sidewalk, storm drain, inlet,catch basin, drainage structure, so that it might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facilities/containers.

(3) No person shall intentionally dispose of leaves, dirt, or other landscape debris into a street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, flood control channel, canal, storm drain and any other fabricated or

natural conveyance.

(4) All stormwater system users, property owners, and occupants shall provide adequate protective procedures and measures to prevent discharges of any non-stormwater discharge to the city's MS4.

(5) All commercial, industrial, and institutional properties storing salt shall store the salt undercover or indoors. All salt must be stored on an impervious surface. Property owners shall implement best management practices to reduce exposure when transferring material in designated salt storage areas.

(B) Reporting illicit discharges.

(1) Discharge of prohibited waste shall be reported to the water quality specialist by the person(s) responsible for the discharge, or by the owner or occupant of the premises where the discharge occurred, immediately upon obtaining knowledge of the discharge.

(2) Such notification will not relieve users of liability for expense, loss or damage to the stormwater system, or any fines imposed on the city under any state or Federal law. The responsible person shall take immediate action as is reasonably possible to minimize or abate the prohibited discharge.

(3) The responsible person shall send detailed written notification describing the illicit discharge to the water quality specialist within seven days of knowledge of the discharge. The letter shall include the following information:

(a) Time and location of the discharge;

(b) Description of the discharge waste, including estimate of pollutant concentrations;

(c) Time period and volume of discharge;

(d) Actions taken to correct or control the discharge; and

(e) A schedule of corrective measures to prevent further discharges.

(C) Prohibited connections.

(1) The construction, use, maintenance or continued existence of illicit connections to the stormwater system is prohibited.

(2) This prohibition includes, without limitations, previous illicit connections regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) It is a violation of this ordinance to connect a line conveying non-stormwater, permanent or temporary, to the city's MS4 or allow these connections to continue.

(4) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or upon approval, to the city's wastewater treatment system.

(5) Any drain or conveyance that has not been documented in record drawings, maps, or equivalent, and which may be connected to the storm system shall be located by the owner or occupant of that property within 30 days upon receipt of written notice from the city requiring that the location be disclosed. Documentation shall be provided to the city including location of drain or conveyance, identification as storm sewer,

sanitary sewer or other, and the outfall location or point of entry into the city storm sewer, sanitary sewer, or other point of discharge.

(D) Watercourse protection.

(1) Every person owning property which a watercourse passes, shall keep and maintain that part of the watercourse within the property free of trash, debris, yard waste, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse.

(2) The owner shall maintain private structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, and physical integrity of the watercourse.

(E) *Stormwater inspections.* The city may conduct tests as necessary to enforce this subchapter, and authorized representatives of the city may enter any property in the manner provided by law for the purpose of inspection, observation, measurement, sampling, obtaining information or conducting surveys or investigations to enforce this subchapter. At the direction of the City Engineer, additional inspections due to noncompliance will be billed to the permittee as outlined in the most current stormwater fee schedule in Chapter 35, Appendix A.

(F) *Discharge sampling.* The city may require installation of monitoring equipment. All sampling and monitoring equipment shall be maintained and in proper operating condition by the discharger, at their expense. All devices used to measure stormwater flow and quality shall be calibrated, as specified by equipment manufacturer, to ensure accuracy.

(G) *Requirement of best management practices.* Any owner responsible for the premises that are, or may be, the source of an illicit discharge, may be required at the direction of the city to implement, at the owner's expense, additional best management practices to prevent the further and/or future discharge of pollutants to the city's MS4. In addition, any person discharging to the MS4 in violation of this subchapter may have their MS4 access terminated if such termination would abate or reduce an illicit discharge.

(H) *Industrial or land disturbing activity discharges.* Any person subject to an industrial or construction activity NPDES stormwater permit shall comply with all provisions of such permit. Written proof of compliance may be required prior to discharge to the city's MS4.

(Ord. 1519, passed 3-3-2015)

§ 52.29 STORMWATER MANAGEMENT PLANS.

(A) *Application.* A written application for stormwater management plan approval, along with the proposed stormwater management plan, shall be filed with the Engineering Department when applicable and shall include a statement indicating the purpose for which the approval is requested and adequate evidence showing that the proposed use will conform to the standards set forth in this subchapter.

(B) *Stormwater Management Plan Submission.* ~~Two sets of clearly legible blue or black lined copies of drawings~~ Drawings, plans, and reports together with information required in this section shall be submitted electronically to the Engineering Department when applicable and shall be accompanied byall applicable fees. Paper copies shall be

submitted if requested by the Engineering Department. ~~All sites larger than one acre must also submit an electronic copy.~~ All submissions must be received and approved prior to the commencement of any land disturbing activities.

(C) *Stormwater management plan approval.* No stormwater management plan which fails to meet the standards contained in this section shall be approved.

(D) *Conditions.* A stormwater management plan may be approved subject to compliance with conditions reasonable and necessary to ensure that the requirements contained in this subchapter and requirements designated by the City Engineering Department are met.

(E) *Compliance with city management plans.* All stormwater management plans must be prepared in accordance with the city stormwater management plan (SWMP) and the city's MS4 stormwater pollution prevention plan (SWPPP), on file in the Office of the City Engineer, as revised from time.

(F) *Compliance with watershed management plans/groundwater management plans/source water protection.* Stormwater management plans shall be consistent with adopted watershed management plans and groundwater management plans prepared in accordance with Minn. Statutes §§ 103B.231 and 103B.255 respectively, and as approved by the Minnesota Board of Water and Soil Resources and Minnesota Department of Health in accordance with state law.

(G) *Engineering design checklist and standards.* All stormwater management plans must be prepared and conducted in accordance with the Engineering Department design checklist and standards for stormwater design, on file in the Office of the City Engineer, as revised from time to time. At a minimum the following information is required to be contained in all stormwater management plans:

(1) Proper identification of owner(s) and contractor(s);

(2) Description of construction activity;

(3) Existing site conditions;

(4) Site construction plan;

(5) Erosion and sediment control BMP's;

(6) Drainage and grading;

(7) Plan of final site conditions;

(8) Post construction stormwater management;

(9) Plan for long-term stormwater management including annual maintenance plans and recorded agreements; and

(10) Models, methods, and calculations for site hydrology and hydraulics including discharge rates, volume, and quality.

(H) *Stormwater pollution prevention plan.* All stormwater management plans must be accompanied by a Stormwater Pollution Prevention Plan (SWPPP) and all land disturbing activities shall be conducted in accordance with the most recent Minnesota Pollution Control Agency (MPCA) General NPDES/SDS Construction Permit MN R100001 (CGP) and are subject to § 52.31.

(I) *Easements.* If a stormwater management plan involves direction of some or all

runoff, off the site, it shall be the responsibility of the owner to obtain from adjacent property owner(s) any necessary easements or other property interests concerning flowage of water.

(J) Post construction stormwater management.

(1) *Design and calculations.* Site design and calculations shall be based on the following;

(a) All plans, whenever possible, shall be designed using the better site design techniques and other pertinent information found in the most recent Minnesota Stormwater Manual, which is available from the Minnesota Pollution Control Agency (MPCA) website at https://stormwater.pca.state.mn.us/ ~~in the office of the Engineer~~.

(b) Discharge rates derived using the standard methods of the natural resource conservation service as defined in the current Hydrology Guide for Minnesota, HydroCAD, or other hydrologic/ hydraulic models included in the Minnesota Stormwater Manual and subject to approval of the City Engineer.

(c) All calculations shall be made using National Oceanic and Atmospheric Administration Atlas 14.

(d) All calculations and methods used to determine water quality and volume treatment and/or control shall be determined by a licensed engineer and is subject to approval by the City Engineer.

(2) *Rate control.* Any land disturbing or development activity that results in one or more acres of land disturbances must meet the following;

(a) All stormwater management facilities necessary to manage increased runoff so that the two-year, ten-year, and 100-year 24 hour storm peak discharge rates existing before the proposed development shall not be increased unless otherwise approved by the City Engineer. Applicant shall also verify accelerated channel erosion will not occur as a result of the proposed land disturbing or development activity.

(b) The applicant shall give highest preference to reducing the need for stormwater management facilities by incorporating the use of natural topography and green infrastructure.

(3) *Water quality and volume control.* For the proposed land disturbing and development activity, all permanent structural best management practices (BMPs) shall be installed in order to achieve the applicable minimum control requirements as specified by the most current version of the NPDES/SDS municipal separate storm sewer system permit. Theapplicant shall use any combination of BMPs, with the highest preference given to green infrastructure techniques and practices necessary to meet the following conditions in divisions (J)(3)(a) through (c) below to the maximum extent practicable (MEP);

(a) Any project where the sum of the new impervious surfaces and the fully reconstructed surfaces equals one or more acres shall provide treatment for the calculated water quality volume.

(b) For non-linear projects, water quality volume must be calculated as one (1.0) inch times the sum of the new and the fully reconstructed surfaces.

(c) For linear projects the water quality volume must be calculated as the larger of one (1.0) inch times and the new impervious surface or one-half (0.5) inch

times the sum of the new and fully reconstructed impervious surfaces.

(d) The minimum impervious area draining to BMPs providing required water quality volume shall be equal to the sum of new and fully reconstructed surfaces or to the maximum extent practicable as determined by the City Engineer.

(e) Projects adding new impervious surfaces and/or fully reconstructed surfaces will be considered in cumulative over the life of the property. Land disturbance activity applicable to this requirement will be determined with respect to all development or redevelopment that has occurred from the time of ordinance adoption

~~(f) All new development shall have no net increase from pre-project conditionson an annual basis of;~~

~~1. Stormwater discharge volume, unless precluded by limitations in division (K) of this section;~~

~~2. Stormwater discharge of total suspended solids (TSS); and~~

~~3. Stormwater discharge of total phosphorus (TP).~~

~~(g) All redevelopment projects shall have a net reduction from pre-projectconditions on an annual basis of:~~

~~1. Stormwater discharge volume, unless precluded by limitations in division (K) of this section;~~

~~2. Stormwater discharge of TSS; and~~

~~3. Stormwater discharge of TP.~~

~~(h) Where the lack of right-of-way precludes the installation of volume controlpractices, exceptions as described in division (L) of this section can be applied.~~

(K) *Limitations and restrictions.* The use of infiltration techniques are prohibited when the infiltration structural BMP will be constructed in the following areas;

(1) Where industrial facilities are not authorized to infiltrate industrial stormwater under an NPDES/SDS industrial stormwater permit.

(2) Where vehicle fueling and maintenance occurs.

(3) With less than three feet of separation distance from the bottom of the infiltration system to the elevation of seasonally saturated soils or the top of bedrock.

(4) Where high levels of contaminants in soil or groundwater will be mobilized by the infiltrating stormwater.

(a) The use of infiltration techniques will be restricted, but may be permitted if higher engineering review/testing ensures the practice will perform properly, when the infiltration structural BMP will be constructed in the following areas;

1. With predominately Hydrologic Soil Group D soils.

2. Within 1,000 feet up-gradient, or 100 feet down-gradient of active karst

features.

3. Within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. Rules 4720.5100, Subp.13.

4. Where soil infiltration rates are more than 8.3 inches per hour.

~~*Stormwater discharge exceptions.* A lesser volume control standard on the site ofthe original construction activity may be applied, at the discretion of the city, under the following circumstances;~~

~~(5) The owner of the construction activity is precluded from infiltrating stormwater through a design system limitation described in division (K) of this section; and~~

~~(6) The owner of the construction activity implements to maximum extent practicable, volume reduction techniques, other than infiltration, on the site of the original construction activity that reduces stormwater discharge volume but may not meet the requirements of post-construction stormwater management.~~

(L) *Mitigation provisions for linear projects.* If the owner believes that the entire water quality volume requirements cannot be met on the site of the original construction activity, the owner must provide adequate documentation to the city as support including attempts to acquire additional right of way or other permission to provide treatment for the full water quality volume. The owner must provide treatment for the water quality volume to the maximum extent practicable. No further off-site mitigation is required.

(M) *Mitigation provisions for non-linear projects.* If the owner believes that the ~~requirements for TP and/or TSS~~ water quality volume requirements cannot be met on the site of the original construction activity, the owner must provide adequate documentation to the city as support. Stormwater discharges that do not meet the ~~TP and/or TSS standards~~ water quality volume on the site of the original construction activity must be met through mitigation. At the city's discretion, off-site mitigation may be allowed. The owner must identify locations where mitigation projects can be completed.The proposed mitigation must meet the following;

(1) Mitigation project areas must be selected in the following order of preference, in consultation and with approval by the city;

(a) Locations yielding benefits to the same receiving water that receives runoff from the original construction activity.

(b) Locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity.

(c) Locations in the next adjacent DNR catchment up-stream.

(d) Locations anywhere within the city's jurisdiction.

(2) Mitigation projects must involve the creation of new structural stormwater BMP's, the retrofit of existing structural stormwater BMP's, or the use of properly designed regional structural stormwater BMP's.

(3) Routine maintenance of existing structural stormwater BMP's is required and cannot be used to meet mitigation requirements of this section.

(4) Mitigation projects must be completed within 24 months after the start of the original construction activity.

(5) If the mitigation project is a private structural BMP and the city is not responsible for long-term maintenance of the project, the city will require written and recorded documentation of responsibility for maintenance.

(6) Payment in lieu of private mitigation projects, subject to city approval, may be accepted and used for funding a public stormwater project. The payment will be used to meet the ~~TP, TSS, and~~ water quality volume requirements outlined in divisions (J) and (M) of this section.

(Ord. 1519, passed 3-3-2015)

§ 52.30 STORMWATER MANAGEMENT PLAN REVIEW PROCEDURE.

(A) Process.

(1) *Subdivisions.* Stormwater management plans shall be reviewed by the Engineering Department and reviewed in accordance with the standards of § 52.29. Their findings shall be forwarded to the Planning Commission prior to its approval of the final plat of the subdivision. Staff findings shall include recommendation for approval; approval with conditions or modifications; or denial based on submission of incomplete plans, failure to meet ordinance provisions, or incompatibility with overall city drainage plans. Following Planning Commission approval, the final plat with the stormwater management plan shall be submitted with any recommendations and conditions to the City Council at its next regular meeting.

(2) *Building permits.* Stormwater management plans shall be reviewed by the Engineering Department for compliance with the standards of § 52.29. City staff shall contact the applicant or its agent on the review findings and indicate approval; approval with certain conditions or modifications; or denial based on submission of incomplete plans, failure to meet ordinance provisions, or incompatibility with overall city drainage plans. Upon approval of the stormwater management plans, the applicant or its agent shall be notified of compliance. Building permits involving such non-exempted land disturbance activities shall not be issued until such notice of compliance is given. Construction of single family or two family dwellings must comply with the approved stormwater pollution prevention plan.

(3) *Land disturbing activities not requiring a building permit.* Stormwater management plans shall be reviewed by the Engineering Department for compliance with the standards of § 52.29. City staff shall contact the applicant or its agent on the review findings and indicate approval; approval with certain conditions or modifications; or denial based on submission of incomplete plans, failure to meet ordinance provisions, or incompatibility with overall city drainage plans. Upon approval by the Engineering Department of the stormwater management plan, the applicant or its agent shall be notified of compliance. Subject to any other applicable statutes, ordinances, rules and regulations, permits or other such approvals for such non-exempted land disturbing activities shall be issued.

(B) *Appeal process.* Applicants may appeal approval and denial decisions to the City Council.

(Ord. 1519, passed 3-3-2015)

§ 52.31 EROSION AND SEDIMENT CONTROL.

(A) *Land disturbing activities.* All land use activities are subject to this subchapter unless exempt as defined in § 52.26.

(B) *Erosion and sediment control standards.* All land disturbing activities and stormwater pollution prevention plans (SWPPP) must be developed and conducted in accordance with the Minnesota Pollution Control Agency (MPCA) general NPDES/SDS

construction permit MN R100001 (CGP). At a minimum the SWPPP is required to include:

(1) Perimeter erosion control devices, including but not limited to silt fence, sediment logs, and mulch berms;

(2) Stockpile protection for temporary and permanent piles;

(3) Phased grading;

(4) Temporary and permanent stabilization;

(5) Storm drain inlet protection devices;

(6) Appropriately protected construction site entrance(s);

(7) Removal of all debris, sediment, and discharges from all impervious surfaces, including adjacent public or private property;

(8) Sediment basins and flow diversions;

(9) Treatment of dewatering activity and basin draining prior to discharge;

(10) All pollution prevention and management measures identified in most recent CGP including spill reporting and clean-up;

(11) Inspections and Maintenance of all erosion and sediment control BMP's;

(12) Requirements for final stabilization; and

(13) Any other erosion and sediment control device as deemed necessary by the Engineering Department.

(C) *Grading/ erosion and sediment control permit.* Prior to any land disturbing activity, the owner and/or operator shall be required to obtain a grading/ ESC permit.

(1) This permit does not replace, eliminate, or satisfy the need for any other permits required by any other public or private entity.

(2) The following are required to obtain a grading/ erosion and sediment control permit:

(a) All new single family residential construction; and

(b) Land disturbing activities of greater than or equal to 5,000 square feet.

(D) *Permit fees.* All applications for a grading/erosion and sediment control permit shall be accompanied by the applicable fee. The fees shall be in the amount duly established by the Council from time to time. The permit fee schedule is listed the most current fee schedule adopted by resolution.

(E) *Duration of coverage.* Following approval of Engineering Department, a grading/ ESC permit shall remain effective until one of the following occurs;

(1) *Final stabilization.* Final stabilization is achieved, a notice of termination (NOT) has been filed with the Engineering Department, all termination of coverage requirements are met and the city has issued the NOT; or

(2) *Time requirement reached.* The grading/ ESC permit becomes void if work does not begin with 180 calendar days of permit approval or is suspended at any time for over 180 calendar days. If the permit becomes void, the permit application process will begin anew.

(3) *Extensions.* Extensions may be granted upon requests received at least 15 calendar days prior to permit becoming void.

(F) *Change of coverage.* Projects requiring a grading/ ESC permit where a change of ownership for any portion of the site occurs;

(1) The original/current applicant shall provide a copy of the NOT/transfer form and fact sheet to the new applicant.

(2) The original/current applicant shall provide the SWPPP, or equivalent plan, to the new applicant that specifically addresses the remaining construction activity. If the SWPPP or equivalent plan is not relevant, or the new applicant wants to use a new plan, this must be submitted with the NOT/transfer form to the Engineering Department.

(3) The new and current applicants shall work together to submit one completed and signed NOT/transfer form to the Engineering Department, prior to assuming operational control of the site, commencing work on their portion of the site, or legal transfer/sale.

(4) It is the responsibility of the new permittee to ensure the SWPPP meets all terms and conditions of this subchapter and their activities to not render ineffective another party's erosion and sediment control BMP's.

(G) *Termination of coverage.* A permittee wishing to terminate the grading/ ESC permit must complete the requirements of final stabilization and all requirements (1) through (5) below of the parcel of record and submit a notice of termination request to the Engineering Department.

(1) Compliance with the standards set forth in this subchapter is required until the NOT is submitted and approved by the Engineering Department.

(2) As-built drawings for all stormwater structures, topography, structure elevations, and a final site conditions must be provided to the Engineering Department prior to issuance of termination, unless otherwise determined by City Engineer. As-built shall be submitted along with the certification form from the engineer of record. ~~All single family residential construction is exempt from this requirement.~~ Single family residential construction may be required to submit as-built drawings.

(3) For projects requiring an infiltration practice, the owner must provide documentation that the infiltration facility performs as designed. Accepted documentation includes:

(a) Time and date stamped photographs showing that the infiltration facility drains dry within 48 hours after a natural precipitation event approximately equivalent to the design storm.

(b) Time and date stamped photographs showing that the infiltration facility drains dry within 48 hours after the practice is filled with water from an alternative supply.

(c) Double-ring infiltrometer tests or other field tests approved by the City Engineer.

(4) All fees have been paid to the city in full.

(5) A recorded stormwater facility maintenance easement and agreement has been submitted to the Engineering Department.

(H) *Site inspections.* The city shall at all times have the right to enter and inspect a property to determine compliance with this subchapter.

(1) *Self-inspections.* The permittee or their designee must make regular inspections of all erosion and sediment control, the entire site, and receiving water bodies at least once every seven days during active construction and within 24 hours after a rainfall greater than 0.5 inches in 24 hours. Records of these inspections shall be kept for a minimum of three years and made readily available upon request made by the city.

(2) *City inspections.* The City Engineer and/or their designee shall make inspections and either approve that portion of the completed work or notify the permittee where work is non-compliant. The grading/ erosion and sediment control permit fee shall cover the cost of routine and follow-up inspections with compliant results. Additional inspections due to noncompliance will be billed to the permittee, at the direction of the City Engineer, as outlined in the most current stormwater fee schedule in Chapter 35, Appendix A.

(Ord. 1519, passed 3-3-2015)

§ 52.32 LONG-TERM MAINTENANCE FOR STORMWATER MANAGEMENT FACILITIES.

(A) *Recorded maintenance agreement.* Owners of private structural stormwater facilities shall be required to submit and comply with the city's stormwater facility maintenance agreement, a copy of which is on file in the Office of the City Engineer.

(B) *Responsibility to maintain and inspect.* A minimum annual inspection of the private facility shall be conducted and documented by the owner and/or operator. Documentation of inspections shall be kept for a minimum of five years and made readily available upon request by the city. All private stormwater facilities shall be maintained to the original approved design and treatment effectiveness.

(C) *Treatment integrity and effectiveness.* If site configurations or structural stormwater BMP’s change, causing decreased effectiveness, new or improved BMP’s must be implemented to meet the requirements of this subchapter as approved on the original stormwater management plan.

(D) *City inspections.* By accepting a permit under this subchapter, the owner grants to the city a public easement for right of entry and access for inspection and/or maintenance of private stormwater systems. If upon inspection, the Engineering Department finds that any private stormwater management facilities require maintenance, repair, or replacement, but such deficiencies do not create a critical or imminent threat to adjacent properties, the environment, or other stormwater facilities, the following procedures apply;

(1) The owner(s) responsible for the continued operation of the facilities shall be given written notice of the findings, what actions are required to correct the situation, and a timetable by which such activities must be completed.

(2) Such parties shall have 15 calendar days to reply to the Engineering Department indicating their response to the notice.

(3) If upon inspection it is determined by the Engineering Department the deficiencies create a critical or imminent threat to public health, public safety, adjacent properties, the environment, or other stormwater facilities, the city will require the deficiencies to be corrected within 24 hours or such other timeline specified by the City Engineer. Such notice will be served in person, by first class mail, and posting on the site of the deficiency.

(4) If the owner(s) do not complete the necessary activities stipulated by the Engineering Department or respond to the written notice, the City Council, after notice and public hearing, may order that such activities are completed by the city or its designated contractor and that all costs associated with such activities, including all administrative costs, be certified by the City Engineer to the City Council and assessed against the property. In the event the deficiency is determined to be an immediate danger, as outlined in this division (D)(3), the city will abate the danger as outlined in § 52.33(C).

(5) The amount charged shall be a lien upon the properties benefiting from and utilizing the stormwater facilities maintained, repaired or replaced and shall be added to, and become, and form part of the taxes next to be assessed and levied upon such properties, and the Council shall, by appropriate resolution, assess the costs above mentioned against said properties, and certify the same to the County Auditor of Steele County, Minnesota. The same shall be collected and enforced in the same manner as the collection of real estate taxes.

(Ord. 1519, passed 3-3-2015)

§ 52.33 VIOLATIONS AND ENFORCEMENT.

(A) *Violation enforcement.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this subchapter. Any person who has violated or continues to violate the provisions of this subchapter, may be subject to the enforcement actions outlined in this subchapter or may be restrained by injunction or otherwise abated in a manner provided by law.

(B) *Notification by city.* The city shall notify the owner or permittee of the failure of compliance with this subchapter. The initial contact will be by phone. Forty-eight hours after notification by the city or 72 hours after the failure of compliance, the city, at its discretion, may begin corrective work and/or take other enforcement actions outlined in this section.

(C) *Emergency action.* In the event the violation constitutes an immediate danger to public health, safety, or welfare, the city is authorized to enter the property, without prior notice, to take any and all measures necessary to abate the violation and/or restore the property, at the owner's expense. The city will pursue measures to recover all costs associated with restoration.

(D) *Right of entry and inspection.* The owner(s) shall allow the city and its authorized representatives, upon presentation of credentials to:

(1) Enter upon a permitted site or property serviced by the city's stormwater system for the purpose of inspection;

(2) Bring equipment upon the permitted site as is necessary to conduct sampling, surveys and/or investigations;

(3) Examine and copy any books, papers, records, or memoranda during such inspection;

(4) Inspect the stormwater pollution control measures; and

(5) Sample and monitor any items or activities pertaining to stormwater pollution control measures.

(E) *Stop work order.* The City Engineer may issue an order to stop all and any work related to the construction activity, potential or actual illicit discharge, and any other activity causing nuisance conditions in the event of any of the following:

(1) Violation of any provision(s) this subchapter;

(2) Noncompliance of any term(s) of an issued grading/ ESC permit;

(3) Failure to obtain a grading/ ESC permit; and

(4) The grading/ ESC permit was issued based on incorrect/ false information.

(F) *Permit suspension or revocation.* If the permittee refuses or fails to cease work after the stop work order, the city shall suspend or revoke the grading/ESC permit.

(G) *Recovery of costs.* Any person violating any of the provisions of this subchapter shall become liable to the city for any expense, loss, or damage. If payment is not made within 30 calendar days after costs are incurred by the city, then the city may assess the remaining amount against the property.

(H) *Nuisance.* A violation of this subchapter constitutes a public nuisance under this city code.

(I) *Legal remedies nonexclusive.* Nothing in this section shall be construed to limit the city's other available legal remedies for any violation of this subchapter including criminal, civil, injunctive or other remedies.

(J) *Penalties.* Any person, firm, or corporation violating any provision of this subchapter shall be guilty of a penal offense and upon conviction thereof, subject to the penalties set forth in § 10.99 of the city code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(K) *Falsifying information.* Any person who knowingly makes false statements, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant of this subchapter, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this subchapter, shall upon conviction, be punished by a fine of not more than $1,000 or by imprisonment not more than 90 days or both.

(Ord. 1519, passed 3-3-2015)

§ 52.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person, firm or corporation violating any provision of §§ 52.25 through 52.35 of this chapter shall be guilty of a penal offense and, upon conviction thereof, subject to the penalties set forth in § 10.99 of this code of ordinances for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(1992 Code, § 317:07) (Ord. 1426, passed 3-18-2008)

CHAPTER 90: ANIMALS

Section

General Provisions

90.01 Definitions

90.02 Number of animals permitted; prohibited

90.03 Vaccination required

90.04 Tags

90.05 Running at large prohibited

90.06 Animal pens and premises kept clean

90.07 Obligation to prevent nuisances

90.08 Impounding procedures

90.09 Rabies notice

90.10 Muzzling proclamation

90.11 Removal of animal debris

90.12 Airport Terminal Building; animals prohibited

90.13 Exceptions

Nuisance Animals and Fowl at Large; Impounding

90.25 Pound authorized

90.26 Animals and fowl at large

90.27 Impounding and fees authorized

90.28 Animal Control Officer; duties

90.29 Disposition of impounded animals

90.30 Sale

90.31 Redemption of animal from purchaser

90.32 Breaking open or interfering with impoundment

Deer Feeding

90.45 Purpose

90.46 Findings

90.47 Prohibition

90.48 Exceptions

90.49 Effective date

Feeding Certain Non-Domestic Animals Prohibited

90.60 Findings and purpose

90.61 Definitions

90.62 Feedings of wild animals prohibited

90.99 Penalty

GENERAL PROVISIONS

§ 90.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL. Any domesticated dog or cat.

CONTROL. Any animal shall be deemed to be under control when on the premises of its owner, on a leash or accompanied by its owner, if responsive to commands; provided, however, that, any animal in a public park shall only be deemed to be under ***CONTROL*** when such animal is attached to a leash held by the owner or the owner's agent.

HABITUAL. Steady, much done, inveterate, usual or frequently.

HOUSEHOLD. A single-family residence or single unit of a town home, condominium, apartment or mobile home.

OWN. Own, keep, harbor or maintain an animal within the city or permit such animal to be at large within the city.

OWNER. Any person owning, keeping, harboring or maintaining an animal within the city or permitting such animal to be at large within the city. An animal shall be deemed to be harbored if it is fed or sheltered for seven days or more.

RUNNING AT LARGE. Any animal not under "control", as hereinabove defined.

(1992 Code, § 1025:00)

§ 90.02 NUMBER OF ANIMALS PERMITTED; PROHIBITED.

(A) No person may own, keep, harbor or maintain at one household more than three dogs over five months of age.

(B) No person may own, keep, harbor or maintain at one household more than five cats over five months of age.

(C) No person may own, keep, harbor or maintain at one household any combination of dogs and cats over five months of age exceeding a total of five in number, no more than three of which may be dogs.

(D) It is the express intent of the City Council that the purpose of this section is to clarify the limitation on the number of animals permitted.

(1992 Code, § 1025:03) Penalty, see § 90.99

§ 90.03 VACCINATION REQUIRED.

No owner shall keep, harbor or maintain any animal over five months of age within the corporate limits of the city unless it has been vaccinated for rabies and wears a metal tag indicating the year of vaccination.

(1992 Code, § 1025:05) Penalty, see § 90.99

§ 90.04 TAGS.

(A) The shape and color of the vaccination tag shall be as prescribed in the schedule of the National Association of State Public Health Veterinarians, Inc. Every owner shall be required to provide each animal with a collar to which the tag must be affixed and shall see that the collar and tag are constantly worn by the animal. Tags shall not be transferrable from one animal to another.

(B) No person shall counterfeit or attempt to counterfeit the vaccination tags, nor take from any animal a tag legally placed upon it by its owner, with the intent to place such tag upon another animal.

(1992 Code, § 1025:20) Penalty, see § 90.99

§ 90.05 RUNNING AT LARGE PROHIBITED.

No animal shall be permitted to run at large at any time within the corporate limits of the city. No animal of fierce, dangerous or vicious propensities, and no female animal in heat shall be allowed on the premises of one other than the owner of such animal at any time, unless on a leash. If any animal is found running at large, such animal shall be taken up and impounded and shall not be released, except upon approval of the Animal Control Officer after payment of the required fee; provided, however, that, if any dangerous, fierce or vicious animal so found running at large cannot be safely taken up and impounded, such animal may be slain by any police officer.

(1992 Code, § 1025:25) Penalty, see § 90.99

§ 90.06 ANIMAL PENS AND PREMISES KEPT CLEAN.

An animal owner shall keep any animal houses or enclosure on his or her premises clean, sanitary and free from animal odors and filth which would tend to become or constitute a nuisance to one or more property owners situated nearby.

(1992 Code, § 1025:30) Penalty, see § 90.99

§ 90.07 OBLIGATION TO PREVENT NUISANCES.

It shall be the obligation and responsibility of the owner or custodian of any animal in the city, whether permanently or temporarily therein, to prevent such animal from committing any act which constitutes a nuisance. For purposes hereof, the Council finds, declares and determines that it shall be deemed a nuisance for any animal to habitually or frequently bark, bay, howl or cry to the detriment of the peace and quietude of neighbors of its owner or custodian or the public in general, to frequent school grounds, parks or public beaches, to chase vehicles, to molest or annoy any person if such person is not on the property of the owner or custodian of such animal or to molest, defile or destroy any property, public or private. Failure

on the part of the owner or custodian to prevent his or her animals from committing an act of nuisance shall be subject to the penalty hereinafter provided.

(1992 Code, § 1025:35)

§ 90.08 IMPOUNDING PROCEDURES.

(A) *Establishment of pound and designation of Animal Control Officer.* The Council shall establish a pound and a qualified Animal Control Officer shall be hired by the Council who shall attend to the maintenance of said pound and be responsible for the enforcement of this subchapter. The Animal Control Officer shall be responsible to the Chief of Police.

(1992 Code, § 1025:40)

(B) *Interference with officers.* No unauthorized person shall break open the pound nor attempt to do so, nor take or let out nor attempt to take or let out any animals therefrom, nor take or attempt to take from any Animal Control Officer or police officer any animal taken up by said Animal Control Officer or police officer in compliance with this subchapter, nor in any manner interfere with or hinder such Animal Control Officer or police officer in the discharge of duties.

(1992 Code, § 1025:45)

(C) *Impounding.*

(1) Animals found running at large shall be impounded as soon as possible by the Animal Control Officer or by his or her assistant, if any, or by a police officer, if the Animal Control Officer or his or her assistant is not available, or by any person on whose premises the animal may be at large. If, after exercising reasonable efforts, the Animal Control Officer or his or her assistant or a police officer is unable to capture an animal which is not wearing a vaccination tag, or is unable to capture a vicious animal whether or not the vicious animal wears a tag, then any police officer shall have the right to shoot such animal within the corporate limits of the city, having due regard for the safety of persons and property which might otherwise be injured by gunfire. The Animal Control Officer, upon receiving any animal, shall make a complete registry entering the breed, color and sex of such animal, and the name and address of the owner if known.

(2) Any person, not the Animal Control Officer or a police officer of the city, impounding or seizing any animal so found running at large upon the premises of another shall, within six hours thereafter notify the Animal Control Officer of said impounding, whose duty it shall be to call for such animal and impound it in the official pound. Any person, not an officer of the city, seizing or picking up any animal running at large on his or her premises or the premises occupied by him or her shall not keep the animal any longer than six hours without notifying the Animal Control Officer or surrendering it to the owner. If the name of the owner of such animal so seized or impounded is known to the person who first takes such animal into custody, he or she shall inform the Animal Control Officer of the name of the owner and the address, if known. The authority given to any person, not the Animal Control Officer or a police officer, to impound or seize any animal so found running at large upon the premises of another, is discretionary, and in the execution thereof, said persons shall not be deemed to be the agent or employee of the city, nor shall the city be held responsible or liable for the consequences of any person so acting.

(1992 Code, § 1025:50)

(D) *Notice to owners and redemption.*

(1) After the impounding of any animal, the owner shall be notified, if the ownership is known by the Animal Control Officer. The owner of any animal so impounded may reclaim such animal upon payment of the impound fee and of all costs and charges incurred by the city for impounding and maintenance of said animal. All veterinarian expenses incurred for such animal under this subchapter shall be paid by said owner at such time, including a charge to reimburse a veterinarian for rabies inoculation if evidence of inoculation is not available.

(2) The Council shall establish a schedule of kennel license fees, impound fees and daily board charges, and from time to time review and amend said schedule. All charges and fees collected shall be remitted by whomever collected to the Clerk-Treasurer and accurate records shall be kept thereof.

(1992 Code, § 1025:55)

(E) *Disposition of unclaimed and diseased animals.* It shall be the duty of the Animal Control Officer to keep all animals so impounded for a period of not to exceed five days. Any animal which is not duly claimed within five days after impounding may be sold to anyone desiring to purchase the animal. Any animal which is not claimed by the owner or sold shall be painlessly killed by the Animal Control Officer.

(1992 Code, § 1025:60)

(F) *Proceedings for destruction of certain animals.*

(1) (a) Upon sworn complaint to a court of proper jurisdiction that any one of the following facts exist, the presiding officer of said court shall issue a summons directed to the owner of said animal, commanding him or her to appear before said court to show cause why said animal should not be seized by the Animal Control Officer or any police officer and disposed of in the manner authorized in this subchapter:

1. Any animal at any time has destroyed property or habitually trespasses in a damaging manner on the property of persons other than the owner;

2. Any animal at any time has attacked or bitten a person outside the owner's or custodian's premises;

3. Any animal is vicious or shows vicious habits or molests pedestrians or interferes with vehicles on the public streets or highways;

4. Any animal is a public nuisance as heretofore defined; or

5. Any animal is running at large in violation of this chapter.

(b) Such summons shall be returnable not less than two, nor more than six, days from the date thereof and shall be served at least two days before the time of appearance mentioned therein. Upon such hearing and finding the facts true as complained of, the court may either order the animal killed or order the owner or custodian to remove it from the city, or may order the owner or custodian to keep it confined to a designated place. If the owner or custodian violates such order, the Animal Control Officer or any police officer may impound any animal described in such order. The provisions of this section are in addition to and supplemental to other provisions of this chapter.

(c) Costs of the proceedings specified by this section shall be assessed against the owner or custodian of the animal, if the facts in the complaint are found to be true.

(2) Whenever an officer has reasonable cause to believe that a particular animal presents a clear and immediate danger to residents of the city because it is infected with rabies or because of a clearly demonstrated vicious nature, the officer, after making reasonable attempts to impound such animal, may summarily destroy said animal.

(1992 Code, § 1025:65)

Penalty, see § 90.99

§ 90.09 RABIES NOTICE.

(A) If an animal is believed to have rabies or has been bitten by an animal suspected of having rabies, the owner shall notify the Animal Control Officer of the fact that his or her animal has been exposed to rabies and, at his or her discretion, the Animal Control Officer is empowered to have such animal removed from the owner's premises to a veterinary hospital and placed under observation at an appropriate location for a period of two weeks at the expense of the owner.

(B) It shall be unlawful for any person knowing or suspecting that an animal has rabies to allow such animal to be taken off his or her premises or beyond the corporate limits of the city without the written permission of the Animal Control Officer. Every owner or other person, upon ascertaining an animal is rabid, shall immediately notify the Animal Control Officer or a police officer who shall either remove the animal to the pound or summarily destroy it.

(1992 Code, § 1025:70) Penalty, see § 90.99

§ 90.10 MUZZLING PROCLAMATION.

(A) Whenever the prevalence of rabies renders such action necessary to protect the public health and safety, the Mayor shall issue a proclamation ordering every person owning or keeping an animal to confine it securely on his or her premises so that it cannot bite.

(B) No person shall violate such proclamation and any animal running at large during the time affixed in the proclamation may be killed by the police without notice to the owner.

(1992 Code, § 1025:75) Penalty, see § 90.99

§ 90.11 REMOVAL OF ANIMAL DEBRIS.

The owner or agent of the owner of any animal ~~in a public park~~ on public property or right of way shall remove animal feces left by the animal and deposit the same in a trash receptacle or otherwise remove the same from park premises.

(1992 Code, § 1025:85) Penalty, see § 90.99

§ 90.12 AIRPORT TERMINAL BUILDING; ANIMALS PROHIBITED.

No person shall be permitted to bring any dog, cat or other animal into the public airport terminal building, whether the animal is leashed or otherwise.

(1992 Code, § 1025:90) Penalty, see § 90.99

§ 90.13 EXCEPTIONS.

The prohibition provided in § 90.12 of this chapter shall not apply to the following:

(A) *Service animal.* Service animals accompanying a person with a disability; (***SERVICE ANIMAL*** is defined herein as defined in the Americans with Disability Act (ADA), 28 C.F.R. § 36.104: "Service animal means any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of the individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items".)

(B) *Public safety animal.* Any dog or other animal trained in search and rescue missions, identifying contraband or for other law enforcement or public safety purposes in service to law enforcement or other public safety personnel; and/or

(C) *Animal in transit.* Any dog, cat or other common domestic household pet in transit provided such animal is confined in a transit kennel or on a leash, not exceeding eight feet in length, held by the owner or owner's agent. Further, such animal may only be in that part of the airport terminal known as the "24-hour vestibule" located in the south part of the terminal building inside the entrances off the auto parking lot and airplane parking apron.

(1992 Code, § 1025:95)

NUISANCE ANIMALS AND FOWL AT LARGE; IMPOUNDING

§ 90.25 POUND AUTHORIZED.

There is hereby authorized for the city a public pound, which said public pound may be located within or outside the corporate limits and shall be placed under the care and direction of an Animal Control Officer, which Animal Control Officer shall be appointed by the Council and under the direction of the Chief of Police.

(1992 Code, § 1005:00)

§ 90.26 ANIMALS AND FOWL AT LARGE.

No domestic fowl nor any horse, colt, mule or any animal of the horse kind, nor any cow, bull, ox, calf, meat cattle or any animal of the ox or bovine kind, nor any sheep or swine shall be permitted to run, go or be at large in the city.

(1992 Code, § 1005:05) Penalty, see § 90.99

§ 90.27 IMPOUNDING AND FEES AUTHORIZED.

If any such fowl, horse, colt, mule, cow, bull, ox, calf, meat cattle, sheep, swine or any animal of any kind named or referred to above, shall be found at large in the city contrary to any provisions hereof, each and every such animal may be impounded in the public pound and shall not be released therefrom until the owner or some person on his or her behalf shall pay to the Animal Control Officer reasonable fees for the impounding and care of such animal, which said fees are to be duly determined and fixed by the Council from time to time.

(1992 Code, § 1005:10)

§ 90.28 ANIMAL CONTROL OFFICER; DUTIES.

It shall be the duty of the Animal Control Officer and police officers and lawful for any person to take up any animal found at large contrary to or in violation of any provision of this subchapter, and take such animal to the public pound and the Animal Control Officer shall receive into the public pound all animals brought there in pursuance of any provision of this subchapter, and take proper care of, and provide proper food and drink for, all animals so impounded, and shall deliver to the owner, or owner's agent any animal which has been so impounded, upon receipt of fees and costs for such impounding, keeping, feeding, caring for and discharging such animal as are provided therein.

(1992 Code, § 1005:15)

§ 90.29 DISPOSITION OF IMPOUNDED ANIMALS.

(A) After any animal has been impounded under any provision of this subchapter for a period of 48 hours, without being redeemed as provided herein, it shall be lawful for such Animal Control Officer to sell such animal at public auction, to the highest bidder for cash.

(B) The Animal Control Officer shall, before any such sale is made, give not less than three days' notice of the time and place of such sale.

(C) Such notice shall contain the number, kind and a general and full description of any animal or animals to be so sold, which said notice, written or printed, shall be posted in three public places within the corporate limits of the city.

(D) For the making and posting of said notices, the said Animal Control Officer is authorized and empowered to charge and collect the amount set by the Council before such animal shall be released.

(E) If the owner or his or her agent shall, at any time prior to sale and, after any animal shall have been noticed for sale as herein authorized, pay all fees and costs for impounding, caring for and noticing such animal for sale, then such animal shall not be sold, but shall be released by the Animal Control Officer to such owner or agent.

(1992 Code, § 1005:20)

§ 90.30 SALE.

Whenever any animal or fowl shall be sold as herein provided, the Animal Control Officer shall pay the proceeds into the treasury of the city.

(1992 Code, § 1005:25)

§ 90.31 REDEMPTION OF ANIMAL FROM PURCHASER.

When any animal is sold under the provisions of this subchapter, it shall be a condition of such sale that the purchaser shall keep and retain possession of such animal for a period of 60 days, and that the owner of any such animal may redeem the same at any time before the expiration of said 60 days by paying reasonable costs and charges for keeping such animal, together with the sum paid by such purchaser for such animal, and interest thereon at the rate of 7% per annum.

(1992 Code, § 1005:30)

§ 90.32 BREAKING OPEN OR INTERFERING WITH IMPOUNDMENT.

No person shall break open or in any manner directly or indirectly advise, direct or aid in breaking open the public pound. No person shall hinder, delay, interfere with or obstruct in any manner any person engaged in driving any animal to the public pound as provided for in this subchapter.

(1992 Code, § 1005:35) Penalty, see § 90.99

DEER FEEDING

§ 90.45 PURPOSE.

This subchapter is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the city through the management of recreational feeding of white-tailed deer within the city as part of a comprehensive strategy to reduce or eliminate negative impacts experienced as a result of an increasing deer population in the city.

(Ord. 1450, passed 12-1-2009)

§ 90.46 FINDINGS.

(A) Recreational feeding of deer often causes deer concentrations which develop into depredation and other public safety problems.

(B) Depredation of garden crops and landscaping plants is increasing as deer habitat decreases and deer populations increase within particular areas and neighborhoods in the city.

(C) High deer populations can result in increased car/deer crashes within the community, causing public safety concerns and negative economic impacts such as increased car insurance premium costs.

(D) High deer densities also contribute to the possible spread of chronic diseases among deer populations and chronic wasting disease.

(E) (1) The intent of the City Council is not to unreasonably infringe upon the recreational enjoyment of city residents who observe wildlife and enhance wildlife habitat on their property.

(2) However, the purpose of this artificial feeding ban is to eliminate these deer attractions which, when combined with other management strategies, should reduce, over time, the depredation impacts to adjacent residents, as well as assure the safety of the traveling public on city streets and thoroughfares.

(Ord. 1450, passed 12-1-2009)

§ 90.47 PROHIBITION.

(A) It shall be unlawful for any person or group to place or permit to be placed on the ground, or within five feet of the ground surface, either on property owned or controlled by such person or on property owned by others, any grain, fodder, fruit, vegetables, nuts, hay or other edible materials, which may reasonably be expected to intentionally result in deer feeding, unless such items are screened or protected in a manner that prevents deer from feeding on them. Also prohibited are salt licks and power or liquid deer attractants, unless legally used for deer management control purposes.

(B) Living fruit trees and other live vegetation shall not be considered as deer feeding.

(Ord. 1450, passed 12-1-2009) Penalty, see § 90.99

§ 90.48 EXCEPTIONS.

(A) This prohibition shall not apply to:

(1) Veterinarians, City Animal Control Officers or county, state or federal game officials, who are in the course of their duties, have deer in custody or under their management;

(2) Persons authorized by the city to implement the deer management program approved by the City Council;

(3) Any food placed upon the property for purposes of trapping or otherwise taking deer where such trapping or taking is pursuant to a permit issued by the State Department of Natural Resources;

(4) Persons feeding birds using self-enclosed feeding devices or containers;

(5) The use of straw, hay or straw-related materials for erosion control, mulching, gardening or other landscape

purposes; and/or

(6) Persons on property with a livestock operation not intentionally feeding deer.

(B) For the purposes of this section, ***LIVESTOCK OPERATION*** means an operation commonly associated with the keeping of animals, including but not limited to the keeping of horses, cattle or chickens, raised for home use or profit.

(Ord. 1450, passed 12-1-2009)

§ 90.49 EFFECTIVE DATE.

This subchapter shall be in full force and effect from and after its passage and publication.

(Ord. 1450, passed 12-1-2009)

FEEDING CERTAIN NON-DOMESTIC ANIMALS PROHIBITED

§ 90.60 FINDINGS AND PURPOSE.

(A) This subchapter is enacted to establish standards for the regulation of certain non-domestic animals herein referred to as “Wild Animals” in the city to protect the health, safety and general welfare of the public.

(B) The principle objective of this subchapter is: to prevent nuisance conditions associated with the feeding of wild animals, specifically disruption of their natural feeding habits, their concentration at artificial feeding centers making them more susceptible to disease transmission, the attraction of predators, and the accumulation of feces in and around the area of artificial feeding.

(Ord. 1521, passed 4-7-2015)

§ 90.61 DEFINITIONS.

The following definition shall apply to this subchapter as written unless context indicates or requires a different meaning:

WILD ANIMAL. For purposes of this subchapter ***WILD ANIMAL*** means and includes raccoons, deer, turkey, ducks, and geese.

(Ord. 1521, passed 4-7-2015)

§ 90.62 FEEDINGS OF WILD ANIMALS PROHIBITED.

(A) *Prohibition.* No person shall feed or allow the feeding of wild animals as defined in §90.61 within the city. For the purpose of this section, feeding shall mean provision of non-birdseed mixtures, grain, fruit, vegetables, hay, mineral salt or other edible material. Living food sources, such as fruit trees and other live vegetation, shall not be considered as prohibited feeding.

(B) *Exceptions.* This prohibition shall not apply to veterinarians, city, county, state or Federal officials who in the course of their duties have wild animals in their custody or under their management.

(Ord. 1521, passed 4-7-2015)

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) The violation of § 90.12 of this chapter shall constitute a petty offense, as defined in §10.99 of this code of ordinances, and subject to the penalty therein provided.

(1992 Code, § 1025:100)

(C) (1) *Responsible authority.* The City Police Department and the City Engineering Department shall enforce the provisions of §§ 90.45 through 90.49 and §§ 90.60 et seq. of this chapter.

(2) *Civil remedies.* Sections 90.45 through 90.49 and §§ 90.60 et seq. of this chapter may be enforced by injunction, action for abatement or other appropriate civil remedy to eliminate a public nuisance.

(3) *Criminal penalties.* Notwithstanding anything in the city code to the contrary, a person who violates any provisions of §§ 90.45 through 90.49 and §§ 90.60 et seq. of this chapter shall be guilty of a petty misdemeanor. The first violation of §§ 90.45 through 90.49 and §§ 90.60 et seq. of this chapter shall result in a written warning. Any subsequent violation shall result in a citation for the petty misdemeanor offense. Each act of violation and each day a violation occurs or continues is a separate offense. In all cases, the city shall be entitled to collect the cost of prosecution to the extent outlined by law, the Rules of Criminal Procedure and the Rules of Court.

(Ord. 1450, passed 12-1-2009; Ord. 1521, passed 4-7-2015)

Resolutions

Public Works Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Res 70-22: Declare Costs 2021 Cedar Avenue Streetscape Project

Purpose:
To declare costs for the 2021 Cedar Avenue Streetscape Project.

Background:
The total cost of the project is $5,647,781.35 with $345,592.10 (6.1%) being specially assessed.

Budget Impact:
The project will be paid for by a combination of City funds, sanitary sewer and water from OPU, and special assessments.

The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by City of Owatonna policies and State Statute.

Staff Recommendation:
Staff recommends approval

Attachments:
1. Resolution 70-22 Declare Costs 2021 Cedar Avenue Streetscape Project

RESOLUTION NO. 70-22

A RESOLUTION DECLARING COST TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, a contract has been let for the construction of 2021 Cedar Avenue Streetscape Project and the contract price for such improvements is $4,059,524.35 and the contract changes incurred or to be incurred in the making of such improvements amount to $782,516.00 so that the total cost of the improvements will be $4,842,040.35 The city per assessment policy adds engineering costs of $805,741.00 totaling $5,647,781.35.

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

1. The estimated cost of such improvements to be specially assessed is hereby declared to be $345,592.10.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

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

Aye _; No __; Absent ___.

Approved and signed this ___ day of _____, 2022.

_____
ATTEST: Thomas A. Kuntz, Mayor

_____
Kris M. Busse, City Administrator/City Clerk

Public Works Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Res 71-22: Set Date for Public Hearing 2021 Cedar Avenue Streetscape Project Proposed Assessments

Purpose:
Requesting City Council set a date for a public hearing to consider the assessments proposed for the 2021 Cedar Avenue Streetscape Project.

Background:
The hearing for the project is being set with Resolution No. 71-22. This is the next step in the process of approving costs for assessments as outlined in the Special Assessment Guide based on Minnesota State Statue 429.061, Subd 1.

The requested hearing date is October 4, 2022.

Budget Impact:
The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by our policies and state statue

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Resolution 71-22 Set Date for Public Hearing 2021 Cedar Avenue Streetscape

RESOLUTION NO. 71-22

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution No., 70-22 passed by the Council on September 6, 2022, the City Clerk was directed to prepare a proposed assessment of the cost of the construction of the 2021 Cedar Avenue Streetscape Project.

WHEREAS, a contract has been let for the construction of 2021 Cedar Avenue Streetscape Project.

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

1. A hearing shall be held at a regular City Council meeting to be held on in the Council Chambers of the City Hall Building at 7:00 p.m. to pass upon such Tuesday, the 4th day of October, 2022, proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.

3. No appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

Passed and adopted this ____ day of ___, 2022, with the following vote: Aye ___; No ___; Absent ____. Approved and signed this ___ day of August ____, 2022.

ATTEST: _____ Thomas A. Kuntz, Mayor

_____
Kris M. Busse, City Administrator/City Clerk

Community Development Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM:
SUBJECT: Res 72-22: Steele Waseca Electric Cooperative Lot Split - SPLT -1

Purpose:
Council approval of Resolution 72-22 approving Application SPLT-1. This is a request for a lot split by Jamey Shandley, Hamilton Real Estate Group and Steele Waseca Electric Cooperative for the property located at 2411 West Bridge Street. The proposed split will split the southern portion off for sale to be separately owned and developed.

Background:
See Attached Staff Report

The Planning Commission is recommending approval of SPLT-1 for this lot split requested by Steele Waseca Electric Cooperative.

Budget Impact:
None.

Staff Recommendation:
Staff recommends approval of Resolution 72-22.

Attachments:
1. Res 72-22 SWEC Lot Split - SPLT-1
2. Staff Report - SWEC Lot Split - SPLT-1

RESOLUTION NO: 72-22

A RESOLUTION APPROVING STEELE COUNTY LOT SPLIT

WHEREAS, Steele County has requested a lot split on this property at the subject property and is legally described as follows; and

Lot 1, Block 1, Utilities Industrial Park No. 2, Steele County, Minnesota

WHEREAS, The Planning Commission held a public hearing on August 23, 2022 and recommended approval of the lot split; and

WHEREAS, on September 6, 2022, the City Council accepted and approved the lot split, as the same was approved and recommended by the Planning Commission of the City; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota that said lot split is approved subject to the following conditions:

1. The entire property shall be replatted, including the Steele Waseca property in order to subdivide any further lots.
2. A 10 foot wide easement shall be dedicated for the sanitary sewer main the in the SE corner.
3. A 10' wide drainage and utility easement shall be dedicated with the plat along the new property line.
4. The access on 24th Avenue shall line up with Alexander Drive.

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

Aye __; No __; Absent __.

Approved and signed this _____day of _____, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

August 18, 2022

To: Planning Commission
From: Community Development Department
RE: Application SPLT-1, a request for a lot split by Jamey Shandley, Hamilton Real Estate Group and Steele Waseca Electric Cooperative for the property located at 2411 West Bridge Street. The proposed split will split the southern portion off for sale to be separately owned and developed.

Application Review:

Applicant:	Jamey Shandley, Hamilton Real Estate Group
Owner:	Steele Waseca Electric Cooperative
Legal Description:	Lot 1, Block 1, Utilities Industrial Park No. 2, Owatonna, Steele County, Minnesota
Zoning Map:	I-1, Light Industrial District
Zoning Ordinance:	Section 315:06 Subd 1.a. permits the splitting of one lot into two through the formal lot split process.
Existing Land Uses:	The property is currently occupied by SWEC, however the south 15 acres of the property is currently vacant.
Report Attachments:	1. Location Maps 2. Survey and Legal Descriptions

Proposed Development:

- Application SPLT-1, a request for a lot split by Jamey Shandley, Hamilton Real Estate Group and Steele Waseca Electric Cooperative for the property located at 2411 West Bridge Street.
- The proposed split will split the southern portion off for sale to be separately owned and developed.
- The applicant is planning industrial development in this area. However, plans are still a little up in the air on what that will look like.
- This lot split will allow for the property to be split and transferred.
- The property will need to be platted in the future. When that plat occurs the Steele Waseca property should be included to clean it all up.
- Owatonna Public Utilities and the City Engineer would both like to see a drainage and utility easement along the newly created lot line. Both are satisfied with this easement being dedicated with the forthcoming plat.
- The sanitary sewer line in the SE corner was not covered by an easement. An easement needs to be provided for this sewer main that is 10’ wide and centered on the main.

Staff Review:

Staff is recommending approval of the formal lot split with the following conditions:

1) The entire property shall be replatted, including the Steele Waseca property in order to subdivide any further lots.
2) An 10 foot wide easement shall be dedicated for the sanitary sewer main the in the SE corner.
3) A 10' wide drainage and utility easement shall be dedicated with the plat along the new property line.
4) The access on 24th Avenue shall line up with Alexander Drive.

Planning Commission:

Application SPLT-1, which is a request for a lot split by Jamey Shandley, Hamilton Real Estate Group and Steele Waseca Electric Cooperative for the property located at 2411 West Bridge Street, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:34 pm. Craig Britton with Widseth was present. He said that they have reviewed the conditions and have no objections to them. He said he's happy to answer any questions. Public hearing closed at 5:35 pm. A motion was made by Springer-Gasner and seconded by Wilson to recommend City Council approval of this formal lot split with the following conditions:

1) The entire property shall be replatted, including the Steele Waseca property in order to subdivide any further lots.

2) A 10 foot wide easement shall be dedicated for the sanitary sewer main line in the SE corner.

3) A 10 foot wide drainage and utility easement shall be dedicated with the plat along the new property line.

4) The access point shall line up with Alexander Drive SW.

All Ayes, motion carried.

RESOLUTION NO. ___-22__

A RESOLUTION APPROVING STEELE COUNTY LOT SPLIT

WHEREAS, Steele County has requested a lot split on this property at the subject property and is legally described as follows; and

Lot 1, Block 1, Utilities Industrial Park No. 2, Steele County, Minnesota

WHEREAS, The Planning Commission held a public hearing on August 23, 2022 and recommended approval of the lot split; and

WHEREAS, on September 6, 2022, the City Council accepted and approved the lot split, as the same was approved and recommended by the Planning Commission of the City; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota that said lot split is approved subject to the following conditions:

1. The entire property shall be replatted, including the Steele Waseca property in order to subdivide any further lots.
2. An 10 foot wide easement shall be dedicated for the sanitary sewer main the in the SE corner.
3. A 10' wide drainage and utility easement shall be dedicated with the plat along the new property line.
4. The access on 24th Avenue shall line up with Alexander Drive.

Passed and adopted this _6th___ day of _September, 2022, with the following vote:

Aye __; No __; Absent __.

Approved and signed this _6th___ day of _September, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

Steele-Waseca Property
City of Owatonna

Site

1:34,000

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. The propery dimensions are based on the parcel gis data. The Water, Gas, and Electric Systems were provided by Owatonna Public Utilities.

August 09, 2022

Steele-Waseca Property
City of Owatonna

Municipal Limits

1:2,400
Feet
0 50 100

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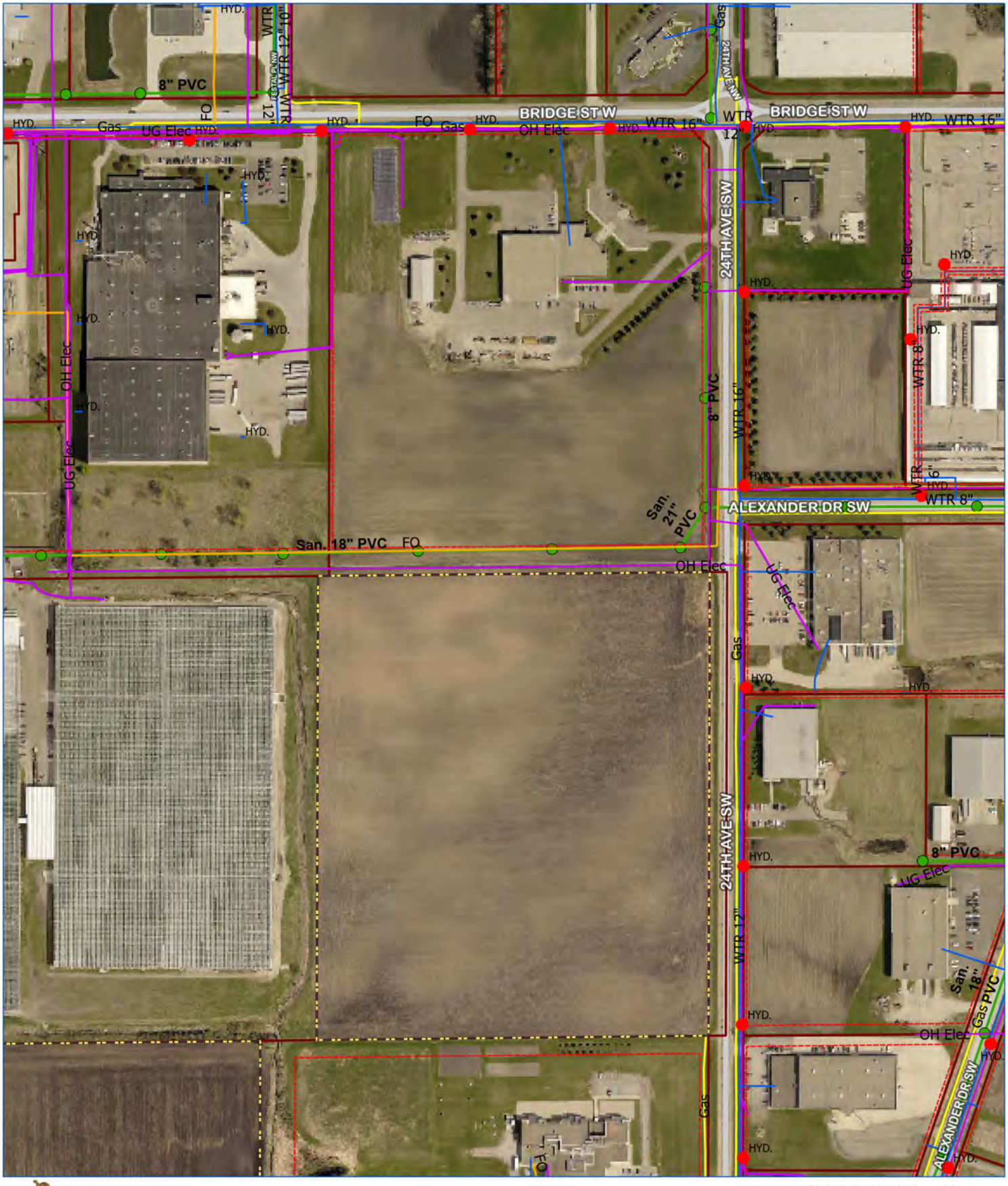
August 09, 2022

SITE UTILITIES
City of Owatonna



Utilities
- Hydrant
- Water Mains
- FiberCable
- GasMains
- Sewer Manholes
- Sanitary Gravity Mains
- Electric
- Easement
- Municipal Boundary

1:4,500
Feet
0 50 100150200

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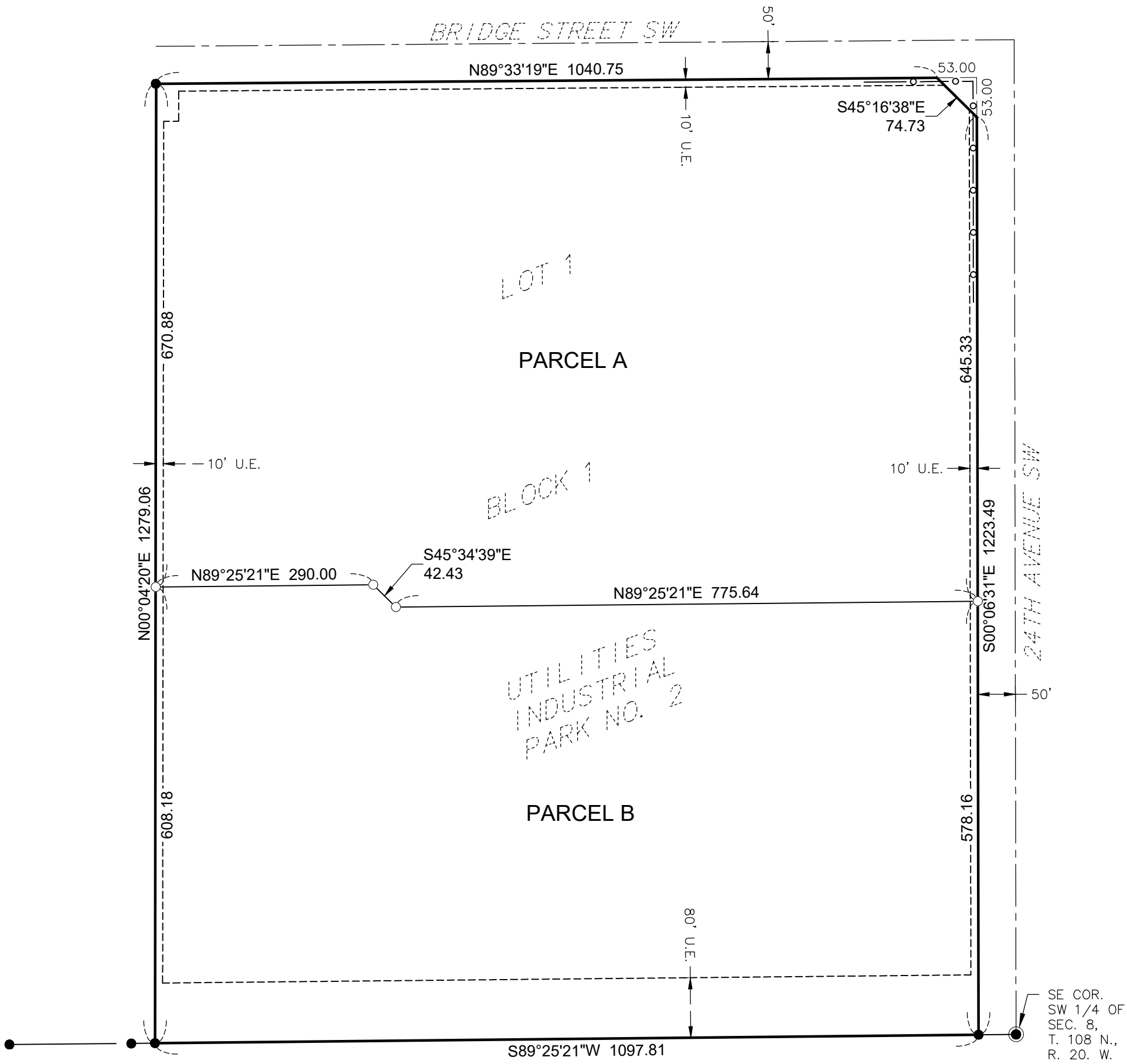
March 10, 2022

CERTIFICATE OF SURVEY

LOT 1, BLOCK 1, UTILITIES INDUSTRIAL PARK NO. 2, OWATONNA, MN



PARCEL A

That part of Lot 1, Block 1, UTILITIES INDUSTRIAL PARK NO. 2, according to the plat thereof on file at the County Recorder's Office, Steele County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 00 degrees 04 minutes 20 seconds East, assumed bearing along the west line of said Lot 1, 608.18 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 20 seconds, along said west line, 670.88 feet to the northwest corner of said Lot 1; thence North 89 degrees 33 minutes 19 seconds East, along the north line of said Lot 1, 1040.75 feet to a point 53.00 feet westerly of the northeast corner of said Lot 1; thence South 45 degrees 16 minutes 38 seconds East 74.73 feet to a point on the easterly line of said Lot 1 distant 53.00 feet southerly of said northeast corner; thence South 00 degrees 06 minutes 31 seconds East, along said east line, 645.33 feet; thence South 89 degrees 25 minutes 21 seconds West, 775.64 feet; thence North 45 degrees 34 minutes 39 seconds West, 42.43 feet; thence South 89 degrees 25 minutes 21 seconds West, 290.00 feet to the point of beginning.

NORTH

0 150 300

SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON AN ASSUMED DATUM

● = DENOTES FOUND IRON MONUMENT

○ = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41887

—o— = DENOTES CONTROLLED ACCESS

PARCEL B

That part of Lot 1, Block 1, UTILITIES INDUSTRIAL PARK NO. 2, according to the plat thereof on file at the County Recorder's Office, Steele County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot1; thence North 00 degrees 04 minutes 20 seconds East, along the west line of said Lot 1, 608.18 feet; thence North 89 degrees 25 minutes 21 seconds East, 290.00 feet; thence South 45 degrees 34 minutes 39 seconds East, 42.43 feet; thence North 89 degrees 25 minutes 21 seconds East, 775.64 feet to the east line of said Lot 1; thence South 00 degrees 06 minutes 31 seconds East, along said east line, 578.16 feet to the southeast corner of said Lot 1; thence South 89 degrees 25 minutes 21 seconds West, along the south line of said Lot 1, 1097.81 feet to the point of beginning.

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DATE:	JULY 27, 2022
SCALE:	AS SHOWN
DRAWN BY:	B.J.S.
CHECKED BY:	S.L.D.
FILE NUMBER:	2022-11171

DATE	AMENDMENTS	BY

PREPARED FOR: **HAMILTON REAL ESTATE**

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

STEPHEN L. DOUGLAS DATE: 07/27/22 LIC. NO. 41587

WIDSETH

ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

Miscellaneous

Parks, Trails, Recreation & Facilities Department

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
Aaron Fitzloff
Manager
SUBJECT: ICS Agreement - Facility Condition Assessment Update

Purpose:
Accept the quote and approve an agreement with ICS to update the City's Government Buildings Facility Condition Assessment report.

Background:
In 2019 the firm ICS, an innovative facility solution company, provided a comprehensive facilities condition assessment report to the city which identified facility maintenance needs spanning 10-years and estimated costs.

In the spring of 2022, a joint group of Council and staff formed a Government Buildings Task Force to explore the status and condition of the existing and future city-owned buildings. The Task Force toured 21 of the approximately 100 city-owned buildings and structures. The Task Force brought forward a plan of next steps including action items to address backlogged projects and future facility needs anticipated by the city. One of the immediate action items is to update the facility assessment report to reflect its current status. Once this report is updated, it will be a resource for other action items. It is expected to take thirty to sixty days to complete a reassessment and provide the report.

A quote of $7,000 to reassess facility maintenance needs and submit a report was provided by the firm, ICS, who originally completed the facility condition assessment report.

Budget Impact:
This was not planned work and is not identified in the 2022 budget. Staff recommends utilizing the Building Maintenance Fund to cover the work as it will benefit future maintenance / rehab work.

Staff Recommendation:
Staff recommends accepting the quote and approving the agreement with ICS to update the Facility Condition Assessment report.

Attachments:

1. ics - facility assessment updated proposal 08302022

Owatonna, Minnesota

Facility Condition Assessment Update Proposal

August 30, 2022

August 30, 2022

Ms. Jenna Tuma
-on behalf of-
Owatonna, Minnesota
540 West Hills Circle
Owatonna, MN 55060

Re: Facility Condition Assessment and Space Utilization Study Agreement

Dear Ms. Tuma:

Thank you for the opportunity to discuss the future needs of Owatonna, Minnesota. ICS is pleased to present this proposal for facility assessment as a strategic step in evaluating the current facilities, their needs, and potential future building opportunities within Owatonna.

We will work collaboratively with Owatonna administration and leadership to collect facility data, summarize current facility conditions, and update the data as necessary to provide relevant reporting using a proprietary software developed by our team of facility assessment specialists. The ultimate goal is to provide Owatonna with information that assists in effectively communicating and implementing solutions to address existing facility needs.

We would be happy to discuss this proposal with you for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to partnering with Owatonna.

Sincerely,

Mike Piper, LEED AP
Principal

Table of Contents

I. Introduction and Background....3-4

II. Data Capture & Validation Phase....5

III. Reporting Phase....5

IV. Implementation Schedule....5

V. Basis of Compensation....6

Appendices

A General Conditions

B Signature Page

I. INTRODUCTION & BACKROUND

Thank you for affording us the opportunity to provide our services to Owatonna, Minnesota. The main theme among our services is founded in simple and effective assessment of our clients' operation and how we can provide high-quality services at the most affordable cost. As we discussed, our process takes advantage of efficiencies and similarities amongst a variety of services such as required site visits, utilizing collected data for more purposes than one, and simply focusing on niche areas that are not cost effective for most of our clients to take on themselves. Additionally, our process is unique in that it begins with listening to the stakeholders of Owatonna. This document reflects recent discussions and our team's site visits the facilities owned by Owatonna.

About the ICS Team

With roots in Minnesota dating back to 1922, ICS is a leading professional services firm focused on providing strategic facility planning, project development, and construction services. With a mission to enhance the entire process from project development through completion for a wide variety of clientele, our philosophy is to utilize our expertise where it is needed and best suited. Our experts come from varying professional backgrounds that we utilize to help our partners reach their goals, including engineering, architecture, construction, energy services, finance, technical services, and more. We customize each of our projects to match the needs of our partners because we are committed to be true advocates for our clients' missions. With a heavy focus on strategic capital planning and project funding, we have a uniquely effective and affordable approach to help our clients accomplish their goals, from concept to completion and everywhere in-between. Our objective in working with Owatonna is to assist in your efforts to assess its current facility portfolio, current and future facility needs, and potential for new developments and facilities in the future.

Key Take Away List

Based upon our discussions with Owatonna personnel and visiting several of your facilities, we have made the following observations:

- Overall, Owatonna's facilities are well maintained, despite the age of the building and additions and limited funding for upkeep.

- Owatonna facility maintenance and operations staff have a strong desire to keep facilities, even "back-of- house" areas, clean, orderly, and functional.
- Owatonna does not regularly employ ongoing facility planning or assessment strategies, including project budgeting, prioritizing, or facility financial comparisons such as facility condition indexing.
- Owatonna does not currently utilize automated systems, analytics, or other data for facility operations, management, and work-order management including occupant requests.
- Owatonna has a desire to plan for and support the vitality of the local economy and existing and future needs of Owatonna area in general.
- Owatonna does not currently regularly benchmark energy consumption against baseline data.
- Owatonna has formed a facility task force with internal personnel charged with evaluating current facility conditions and space needs.

Proposed Scope of Services

- ICS will complete a update its study was previously conducted a facility assessment for all Owatonna-owned facilities, noting major deficiencies and projects that should be incorporated into Owatonna's annual Capital Improvement Plan, including preliminary budget estimates for completed work.
- Conduct interviews with staff and key stakeholders regarding current facility conditions, space needs, and future needs.
- ICS will provide updates to the assessment for two years beyond the initial assessment and provide advisory services to Owatonna for updates to the Capital Improvement Plan on an annual basis.
- Upload all collected facility data into ICS's proprietary web-based software platform; CIP-360 for ongoing updates and reporting by ICS. Provide access to software for use by Owatonna to view and track facility conditions and budgetary needs.
- Assist Owatonna with inputting pre-determined maintenance intervals and tasks for identified assets on a per-building basis.

- Provide preliminary project development services for projects deemed critical and/or urgent and address operational cost efficiencies in select facilities. As appropriate, ICS will provide appropriate Project Development services and Program Management for project implementation under a separate agreement
- ICS representatives will attend and advise (as determined to be appropriate) Owatonna facility task force meetings as requested.

II. DATA CAPTURE & VALIDATION PHASE

Data Entry

1. Utilizing the data that is collected by ICS in field assessments and/or provided by Owatonna, ICS will input the current deferred maintenance and/or capital facility needs into the proprietary software CIP-360.
2. During data entry, ICS will input each line item provided by Owatonna into the relevant "systems" and "components" as developed within the software.

Data Validation

1. ICS will meet with current Owatonna staff to review Owatonna's data.
2. In conjunction with Owatonna, ICS will utilize the cost database within the software to provide detailed budgetary costs.
3. Owatonna and ICS will mutually agree on an inflationary rate to be applied to Owatonna's needs and identify which projects should have associated soft costs.

III. REPORTING PHASE

ICS will work with the Owatonna to develop reports based on the data that resides in the software. All reports will be exported and generated through Microsoft Excel.

IV. IMPLEMENTATION SCHEDULE

To be determined. Upon execution of this agreement and receipt of the existing data, ICS will provide Owatonna with an estimated number of days to perform the data entry phase of this agreement. The data validation phase of the agreement will be dictated by the availability of Owatonna staff and ICS.

V. DURATION OF AGREEMENT

This agreement is in effect for the duration of 3 years from contract execution. If Owatonna would like to continue the utilization of the software, ICS and Owatonna will negotiate an annual subscription rate.

V. COMPENSATION

Compensation for completion of all work as described above is proposed as a lump sum amount of $7,000. This amount includes the baseline assessment and data entry of software and for annual updates for two years. ICS will bill Owatonna $3,500 upon contract execution and $3,500 upon initial report completion. Reimbursable expenses are in addition to the lump sum fee and will be billed on a direct basis as accrued.

VI. ACCEPTANCE

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for the opportunity to provide you with this proposal. We look forward to working with you and Owatonna on this effort!

Appendix A

General Terms and Conditions

GENERAL TERMS & CONDITIONS

1. Agreement. This is an agreement ("Agreement") between Owatonna, Minnesota ("Client"), and ICS Consulting, Inc. (ICS), collectively, the "Parties." This Agreement includes (1) these General Terms and Conditions, Appendix A; (2) the Project Proposal ("Proposal") attached; (3) and Signature Page attached as Appendix B. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

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

3. Work Product. OWATONNA and ICS agree that the Work Product ICS creates during performance of this agreement is proprietary information and may be copyrighted by ICS. OWATONNA shall not sell, share, or distribute ICS's work product to any party, individual or entity. OWATONNA has no right or title to the work product and shall not use the work product for any purpose other than those purposes directly benefitting the project described in this Agreement. ICS has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during this agreement.

   OWATONNA is entitled to keep electronic and hard copies of ICS's Work Product. OWATONNA may, after receiving ICS's written approval, provide such documents to other professional service providers OWATONNA may retain after ICS's Services under this Agreement are completed to assist with the construction, repair, maintenance, and preservation of its properties. ICS's approval shall not be unreasonably withheld.

4. Insurance. Upon request of OWATONNA, ICS shall provide a certificate of insurance to OWATONNA identifying ICS's insurance coverage. ICS shall maintain the following insurance in full force and effect until the Services are completed:

Coverages	Limits of Liability
General Liability	$2,000,000 Each Occurrence $4,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Umbrella Liability	$5,000,000
Workers Compensation	Statutory
Professional Liability	$1,000,000 Each Claim $3,000,000 Aggregate

The above limits may be procured through primary and excess policies. ICS shall include OWATONNA as an additional insured on its general liability and automobile liability insurance policies applicable to the Services and required by this Agreement.

5. Indemnification. To the fullest extent permitted by law, ICS agrees to indemnify OWATONNA and its employees, officers, board members, insurers, attorneys, and agents from and against any and all monetary damages including reasonable costs, judgments, or other forms of monetary legal liability including reasonable attorney's fees that are proven to be legally caused by the negligence of ICS in performing or failing to perform its obligations under this Agreement, but only for the amount of damages which are equal to ICS's proportion of the total fault which is proven to have directly caused the damages. ICS's indemnification obligation shall apply to its subconsultant(s), anyone employed or hired by ICS, or anyone for whose acts ICS may be legally liable. ICS's indemnification obligation under this paragraph will not apply to any damages proven to be legally caused by OWATONNA's negligence in performing or failing to perform its obligations under this Agreement. ICS's duty to indemnify OWATONNA pursuant to this paragraph shall survive the completion, expiration, or termination of this Agreement.

   To the fullest extent permitted by law, OWATONNA agrees to indemnify ICS and its agents, representatives, employees, officers, board members, insurers, and attorneys from and against any and all monetary damages including reasonable costs, judgments, or other forms of monetary legal liability, including reasonable attorney's fees that are proven to be legally caused by the negligence of OWATONNA in performing or failing to perform its obligations under this Agreement, but only for the amount of damages which are equal to OWATONNA's proportion of the total fault which is proven to have directly caused the damages. OWATONNA's indemnification obligation shall apply to its agents, representatives, officers, board members, insurers, attorneys and anyone employed or hired by OWATONNA, or anyone for whose acts OWATONNA may be legally liable. OWATONNA's obligations under this paragraph will not apply to any damages proven to be legally caused by the negligence of ICS in performing or failing to perform its obligations under this Agreement. OWATONNA's duty to indemnify ICS pursuant to this paragraph shall survive the completion, expiration, or termination of this Agreement.

6. Termination. Either party may terminate this Agreement upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Termination for Cause. If OWATONNA fails to make payments to ICS in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at ICS's option, cause for suspension of its Services under this Agreement. If ICS elects to suspend Services, ICS shall give fourteen (14) days' written notice to OWATONNA before suspending Services. In the event of a suspension of Services, ICS shall have no liability to OWATONNA for delay or damage caused OWATONNA because of such suspension of Services. ICS's fees for the remaining Services, and the time schedules, shall be equitably adjusted.

If ICS defaults by failing to substantially perform, in accordance with the terms of this Agreement, OWATONNA may give written notice to ICS (i) terminating this Agreement effective fourteen (14) days from the date of written notice, or (ii) setting forth the nature of the default and requesting that ICS cure the default within fourteen (14) days from the date of written notice. If ICS fails to cure the default within 14 days of written notice, OWATONNA may give notice to ICS of immediate termination. In such event, ICS shall be entitled to receive payment for Services properly performed prior to termination, together with Reimbursable Expenses (Attachment C), if applicable, then due through the date of termination.

Termination or Suspension for Convenience. OWATONNA may at any time give written notice to ICS terminating this Agreement within thirty (30) days or suspending the Agreement, in whole or in part, for OWATONNA's convenience and without cause. If OWATONNA terminates this Agreement or suspends the Project, ICS shall promptly reduce staff, services and outstanding commitments to minimize the cost of termination or suspension. In case of termination for OWATONNA's convenience, ICS shall be entitled to receive payment for Services executed prior to termination, together with Reimbursable Expenses (Attachment C), if applicable, then due through the date of termination including ICS's profits thereon, and reasonable costs incurred by reason of such termination for which ICS is not otherwise compensated, plus ICS's anticipated profit on the value of the Services not performed by ICS under the Agreement.

7. Hazardous Materials.

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal, or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, OWATONNA shall supply ICS with any information in its possession relating to the presence of ACM in areas where ICS undertakes any Services that may result in the disturbance of ACM. If either OWATONNA or ICS becomes aware of or suspects the presence of ACM that may be disturbed by ICS's Services, it shall immediately stop the Services in the affected area and notify the other party. OWATONNA shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before ICS continues with its Services, unless

ICS had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (i) ICS shall be responsible for remediating areas impacted by the disturbance of the ACM, and (ii) OWATONNA shall resume its responsibilities for the ACM after ICS's remediation has been completed.

Other Hazardous Materials: ICS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to Other Hazardous Materials ("OHM") in any form except ICS shall be responsible for the removal and disposal of any OHM that ICS uses in providing its Services under this Agreement.

OWATONNA shall supply ICS with any information in its possession relating to the presence of OHM if their presence may affect ICS's performance of the Services. If either OWATONNA or ICS becomes aware of or suspects the presence of OHM may interfere with ICS's Services, it shall immediately stop the Services in the affected area and notify the other party. OWATONNA shall be responsible at its sole expense for removing and disposing of OHM from its facilities and the remediation of any areas impacted by the release of OHM, unless ICS had actual knowledge that OHM were present and acted in disregard of that knowledge, in which case (i) ICS shall be responsible for the remediation of any areas impacted by its release of such OHM, and (ii) OWATONNA shall remain responsible at its sole expense for the removal of any hazardous materials that have not been released and for releases not resulting from ICS's performance of the Services.

8. Disputes. ICS and OWATONNA will attempt to settle any "Dispute" (including any claim, controversy, difference of opinion or matter in question between the Parties concerning the performance, enforcement, or interpretation of this Agreement), through direct informal discussions in good faith.

   a. If informal discussions are unsuccessful, the Parties shall submit the Dispute to non-binding mediation with a mediator agreed upon by the Parties, or if one cannot be agreed upon within 15 days after the party seeking mediation provides written notice to the other party demanding mediation, a mediator shall be appointed by OWATONNA court in the jurisdiction in which OWATONNA is located. Demand for mediation shall be provided in writing to the other party within a reasonable time after the Dispute has arisen.

   b. If the dispute is not resolved within 30 days after the conclusion of mediation proceedings, the Parties may pursue any legal remedy, including pursuing a claim in OWATONNA Court.

   c. Notwithstanding anything in this Agreement to the contrary, either party may pursue any legal remedy it deems appropriate without first resorting to informal discussion or mediation to the extent necessary to prevent a claim from being barred by the applicable statute of limitations or repose.

9. Independent Consultant Relationship. It is expressly understood that ICS is an independent contractor and not an employee of OWATONNA. ICS shall have control over the manner in which its Services are performed under this Agreement. ICS shall supply, at its own expense, all materials, supplies, equipment, and tools required to

accomplish the Services contemplated by this Agreement. ICS is not entitled to any benefits from OWATONNA, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute an employment, partnership, joint venture, or agency relationship between the parties. This paragraph shall not alter or limit OWATONNA's obligations to pay ICS for its Services as set forth in this Agreement.

10. Other Provisions.

a. This Agreement shall be governed by the laws of the State of Minnesota. This Agreement specifically includes Attachments A and B. Any litigation proceedings between OWATONNA and ICS related to this Agreement shall be venued in Minnesota's state or federal OWATONNA courts pursuant to applicable law.

b. OWATONNA shall provide ICS access to all applicable locations and facilities to assist ICS's performance of the Services under the Agreement.

c. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid that provision shall be deemed stricken from this Agreement, and all other provisions of the Agreement shall remain in full force and effect.

d. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Parties bind themselves, their agents, successors, assigns and legal representatives to this Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement may be amended only by written instrument signed by the Parties. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

e. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against ICS. The Services under this Agreement are being performed solely for the benefit of OWATONNA, and no other entity or individual shall have any claim against ICS because of this Agreement or the performance or non-performance of the Services in the Agreement.

f. OWATONNA shall make decisions and carry out its other responsibilities in a timely manner so as not to delay ICS's performance of its Services. OWATONNA shall be responsible for, and ICS may rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWATONNA to ICS pursuant to this Agreement. ICS may use such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement.

g. The Parties shall act in good faith in carrying out their respective duties and obligations under this Agreement. Any failure of either party to require strict performance by the other party, or any waiver by one party of any requirement under this Agreement shall not be deemed to be a consent to or a waiver of any continuing or subsequent failure or breach.

h. All notices and other correspondence with respect to this Agreement shall be directed to the addresses listed at the beginning of this Agreement, or to such addresses as the parties may, from time to time, designate in writing.

i. Owner acknowledges and agrees that the proprietary software is designed merely to assist ICS and its agents in the performance of their professional activities and is not intended to replace the professional skill and judgment of ICS and/or its agents. ICS shall retain full control over the use of the Software, including input of information and analysis thereof, and any modifications or enhancements thereto.

j. As part of our Service we grant to you, subject to the terms and conditions of this Agreement, use our proprietary software and the proprietary software. This software may be used in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither you (and if you are an organization, none of your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on our software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to our software; use our for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on our software. Because our software is proprietary, you agree not to publish or disclose to third parties any evaluation of our software without our prior written consent. You acknowledge that ICS (and/or our partners) retains exclusive ownership throughout the world of our software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this use will terminate, and you, and any user accessing the Service by means of an organization account, if applicable, will cease to use or have access to the Software.

k. Owner may only use the Software for Owner's own internal data-processing and not, for example, for time-sharing, training, rental or as a service bureau. End User is not permitted to: (i) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Software, or any license keys, passwords or usernames to the Software, (ii) make the Software, or use thereof, publicly available or available on a network for use by multiple users; (iii) prepare derivative works based on or otherwise modify the Software, in whole or in part; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (v) misrepresent the source or ownership of the Software; or (vi) scrape, build databases or otherwise create permanent copies of content returned from the Software.

Appendix B

Signature Page

Owatonna, Minnesota
Facility Condition Assessment and Space Utilization Study
August 30, 2022

Proposal Terms
Terms are continual with termination executed as noted in General Conditions.

Signature includes acceptance of attached proposal and general conditions.

Authorization to Proceed
We appreciate the opportunity to present this proposal for utilization of our Facility Assessment Services and Capital Improvement planning software. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

* * *

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

For Owatonna:	For ICS:
_____	_____
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Authorized Signature	Authorized Signature