



## **CITY COUNCIL MEETING**

**Tuesday, July 15, 2025 at 7:00 PM**

**Council Chambers, Charles S. Crandall Center at City  
Hall, 540 West Hills Circle.**

**Roll Call: Council Members Svenby, Voss, Dotson,  
Burbank, Boeke, McCann, and Raney**

**PLEASE NOTE:** At 5:30 p.m. Council will meet in a Study Session in Chambers, Charles S. Crandall Center at City Hall, 540 West Hills Circle with discussion regarding 2026 Capital Improvement Projects. If time permits, there will be updates on various boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Mayor Jessop

### **2. CONSENT AGENDA ITEMS**

- 2.1. Minutes – Council Meeting – July 1, 2025
- 2.2. Board/Commission Minutes
  - 2.2.1. Human Rights Commission Meeting - June 10, 2025
  - 2.2.2. Planning Commission Meeting - July 8, 2025
- 2.3. Department Reports
  - 2.3.1. Building Inspection Monthly Report - June 2025
  - 2.3.2. Weed/Nuisance Inspection Report - July 9, 2025
  - 2.3.3. Police Crime Clock and Statics - June 2025
- 2.4. Licenses/Permits
  - 2.4.1. Event Permit - MN SNAP Clinics - July 27, September 28 and October 12, 2025
  - 2.4.2. Event Permit - GEM Days - Owatonna Business Partnership - August 8-9, 2025
  - 2.4.3. Event Permit - Steele County Free Fair - August 12-17, 2025
    - 2.4.3.1. Temporary Liquor Permit - Steele County Free Fair - August 10-17, 2025
  - 2.4.4. Event Permit - Truman/Churchill Block Party - September 6, 2025
  - 2.4.5. Event Permit - OHRC Meeting on the Field - September 6, 2025
  - 2.4.6. Exempt Permit - Owatonna Boys Soccer Boosters Raffle - September 30, 2025
  - 2.4.7. Temporary Liquor Permit - Mineral Springs Brewery - September 12, 2025

## 2.5. Miscellaneous

2.5.1. Airport Commercial Use Terminal / Hangar Space Lease Agreement Renewal - Accelerated Aviation

2.5.2. Renew Service Contract - Cartegraph Locator - Leica Geosystems

2.5.3. Professional Services - Land Surveying and Civil Engineering Agreement - Jones, Haugh & Smith

2.5.4. Private Storm Sewer Agreement - 2710 Timber Ridge PI NE

## 3. **ACTION ITEMS**

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 25-09: Amend City Code Section 93.029, Noise in Public Parks

3.3. Resolutions:

3.3.1. Resolution 36-25 CUP-20 Good Day Express Car Wash - 1810 Cedar Avenue S

3.4. Miscellaneous

3.4.1. Tree Trimmer Permit - The Davey Tree Expert Company, Rochester MN

3.4.2. Tree Trimmer Permit - Born2Trim, LLC, Princeton MN

3.4.3. Service Agreements - Finance Assessment - Abdo

3.4.4. Accept Proposal - Tuckpointing Project at City Hall - Innovative Masonry

3.4.5. Airport Commercial Hangar Space Lease - Accelerated Aviation Instruction, LLC

3.4.6. Amendment One to Sublease of Airport Commercial Use Hangar Lease - NavFleet Holdings, LLC

3.4.7. Amendment Two to Sublease of Airport Commercial Use Hangar Lease - Fountain Aviation, LLC

3.4.8. Accept Proposals and Award Contract - Wastewater Treatment Facility - Lift Station Panel Installation - Advanced Engineering & Environmental Services, Inc.

3.4.9. Employment Agreement - City Administrator Tuma

## 4. **STAFF REPORTS**

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

## 6. **COUNCIL COMMENT AND GENERAL INFORMATION**

## 7. **ADJOURN**



## **Owatonna City Council Minutes**

### **July 1, 2025 – DRAFT COPY**

On Tuesday, July 1, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Svenby, Voss, Dotson, Burbank, Boeke, McCann and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Finance Director Burns; Fire Chief Hoffman; Park Director Dieckmann; Human Resources Director Thamert; IT Technology Specialist Enz; Communications Manager Sheely; Assistant City Administrator Tuma; City Administrator Busse; and Administrative Coordinator Clawson.

Following the roll call, Council President Raney advised of changes to the Agenda after posting on Friday: the Tree Trimmer Permit for the Davey Tree Expert Company was moved to the next Council Meeting and two items were moved from Miscellaneous Action to Miscellaneous Consent: the Professional Services -Land Surveying and Civil Engineering Agreement – Jones Haugh & Smith and the Private Storm Sewer Agreement – Precision Built Homes. Council Member Svenby made a motion to approve the agenda with these changes, Council Member Boeke seconded the motion, all members voted aye in approval.

#### **Proclamation - Rainbowatonna Pride Day - July 12, 2025**

Mayor Jessop commented Rainbow Owatonna will host a Pride Day in Central Park on Saturday, July 12<sup>th</sup>. Celebrating Pride influences awareness and provides support and advocacy for the LGBTQ+ community and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights. He encouraged everyone within the community to work together to promote equal rights for all, regardless of sexual orientation or gender Identity.

#### **New Member Recommendations: Rebecca Rand to Housing Redevelopment Authority & James Joachim to Planning Commission**

Mayor Jessop commented that interviews were held to fill a current opening on the Housing Redevelopment Authority and on the Planning Commission. Mayor Jessop recommended Rebecca Rand be appointed to the HRA, a term to end April 30, 2030; and James Joachim to the Planning Commission, a term to end April 30, 2028. Council Member Boeke made a motion to approve these recommendations, Council Member Dotson seconded the motion, and all members voted aye in approval. Both new members were present to receive the Oath of Office administered by Mayor Jessop.

#### **Consent Agenda Items**

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

- Minutes – Council Meeting – June 17, 2025
- Planning Commission Minutes - June 24, 2025
- HRA Board Minutes - June 23, 2025

EDA Minutes - June 18, 2025

Weed/Nuisance Inspection Report - June 24, 2025

Event Permit - Music on Pearl & Exception to City's Noise Ordinance - July 18, 2025

Event Permit - Owatonna Walk to End Alzheimer's - September 27, 2025

Exempt Permit - Make-A-Wish Minnesota - Raffle - July 27, 2025

Exempt Permit - Minnesota Pheasants Inc - Steele County - Raffle - August 1-17, 2025

Exempt Permit - Eagles Ladies Auxiliary #1791 - Pull-Tabs - August 13-17, 2025

Exempt Permit - American Cancer Society, Inc. - Raffle - October 25, 2025

Temporary Liquor Permit - MSB at Downtown Thursday Event - July 24, 2025

Professional Services - Land Surveying and Civil Engineering Agreement - Jones, Haugh & Smith

The Sherwood Heights neighborhood has recently seen development of new single-family homes. With the provided information in accompanying grading permit applications, emergency overflow elevations were found to be substandard and could potentially cause flooding issues with existing homes. Staff have been working with homeowners to address the issue and are engaging with JHS to provide survey and design services to implement grading modifications that will lower the existing emergency overflow elevation. Reducing the overflow elevation will provide more protection to existing structures in the neighborhood. The cost will not to exceed \$4,750 without prior approval.

Private Storm Sewer Agreement - Precision Built Homes

Precision Built Homes requested a Private Storm Sewer Agreement for Lots 12, 13, & 14, Block 3 of Radel's Francis Addition to allow construction of a private storm sewer and connect to City storm sewer. Due to unique grading and rear yard drainage issues between Bellflower Ln NE and Mineral Springs Parkway NE, the undeveloped lots referenced are/were required to reduce drainage to the rear yards to the maximum extent practicable. The owner proposed private on-site storm sewer serving the three lots and drainage collection methods to reduce the volume of stormwater directed to the rear yard, improving the existing condition. This stormwater agreement requires the owner(s) to maintain the private facilities and continuously keep them in good working order. All maintenance responsibility lies with the property owners, and it is explicitly written that the City is held harmless from any liability resulting from the private facilities. The City will not incur any cost for this agreement.

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

### **Finance Report**

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

\$ 330,000.00 Aire Holdings LLC - Aire Apartments forgivable loan reimbursement #1 & 2  
34,911.47 Crane Creek Asphalt – asphalt

|                   |                                                                                                                                                                   |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 48,675.00         | Dorco Inc/Overhead Door Co – CIP Project - WWTP overhead door replacement                                                                                         |
| 232,671.03        | Environmental Equipment & Services - Tymco 600 Sweeper – Streetu#25219                                                                                            |
| 25,595.22         | Hawkins - chemicals                                                                                                                                               |
| 115,210.00        | League of MN Cities Ins Trust - Quarterly Workers Comp premium - July - Sept 2025                                                                                 |
| 168,528.29        | Near North Title Group - purchase 502 Maple Dr                                                                                                                    |
| 22,405.16         | Owatonna Area Chamber of Commerce - Lodging Tax April 2025                                                                                                        |
| 184,804.00        | Owatonna Motor - (4) 2025 Ford Explorers - police                                                                                                                 |
| 62,997.19         | Short Elliot Hendrickson<br>- 2024 Roof Replacement Study Owatonna Regional Airport \$2,238.00<br>- 18th St SE reconstruction services - April 2025 - \$60,759.19 |
| 149,592.74        | Southeast Service Cooperative - June 2025 health ins premiums                                                                                                     |
| 28,530.00         | SPS Companies Inc - CIP P&R-23-015 River Spring pool boilers replacement                                                                                          |
| 156,968.25        | Ulland Brothers Inc- project # 23002 - 18th Street SE Trail - pay est #1                                                                                          |
| 513,334.40        | Wencl Construction - project #25001 - Street & Utility - pay est #2                                                                                               |
| <u>308,985.44</u> | Other Expenditures                                                                                                                                                |
| \$2,383,208.19    | Subtotal                                                                                                                                                          |
| <u>104,778.00</u> | HRA Housing Assistance Payment                                                                                                                                    |
| \$2,487,986.19    | Total Expenditures presented for approval                                                                                                                         |

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

**Second/Final Reading Proposed Ordinance 25-08 Amend Chapter 93, Health and Sanitation; Nuisances - Permits for Use of Designated Park Areas with Summary Publication**

City Attorney Walbran requested approval of Proposed Ordinance 25-08 and Summary Publication to amend Chapter 93, Title IX, of the 2015 Ordinance Code by adding thereto "Permits for Use of Designated Park Area". This proposed ordinance follows two amendments made to our noise ordinances in February. § 93.209 entitled "Noise in Public Parks" and Ordinance § 95.030 adopting MPCA noise standards as required by statute. A City can't grant exclusive use of a park, but it may issue a permit for the rights to use designated areas such as a pavilion or green space for the event. Council approved the first reading of this proposed ordinance during their meeting on June 17, 2025, and there have been no changes since. Council Member Burbank made a motion for approval; Council Member McCann seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Dotson, Burbank, Boeke, McCann and Raney; No Nays; the motion carried. This will be known as Ordinance 1675 to be effective upon publication on July 5, 2025.

**First Reading Proposed Ordinance 25-09: Amend City Code Section 93.029, Noise in Public Parks**

City Attorney Walbran presented Proposed Ordinance 25-09 for approval. This ordinance will correct a mistake made in Ordinance 1669. On February 18, 2025, the City Council amended City Code Section §93.029 entitled "Noise in Public Parks" prohibiting the use of sound amplification systems such as megaphones, bullhorns, and public address systems. The Council provided exceptions to the prohibition, including persons who have obtained a permit for such use as provided in Subsection (J). Inadvertently, Subsection 93.029(G), (ii) referred to Subsection (I) when the correct reference is to subsection (J). Proposed Ordinance 25-09 corrects this mistake. Council Member Voss made a motion for approval; Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Burbank, Boeke, McCann, Svenby, Voss, Dotson, and Raney; No Nays; the motion carried. The second/final reading of this proposed ordinance will be heard during the next Council Meeting.

**Resolution 33-25 Set Owatonna Public Utilities Commissioner Compensation**

City Administrator Busse presented a request received from Roger Warehime, General Manager at Owatonna Public Utilities (OPU) for an adjustment to compensation to the OPU Commissioners. Their current compensation of \$125 per month was established in 2013 and has remained unchanged since. After reviewing compensation levels across municipal utilities in Minnesota, we found a wide range—from \$0 to \$583 per month—with the average among those who provide compensation being \$215. Based on these comparisons, I am requesting that the City Council consider increasing the monthly compensation for OPU Commissioners to \$250. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

**Resolution 34-25 MnDOT Grant Agreement - Airport Flex Wing Mower**

Community Development Director Klecker requested approval of Resolution 34-25 authorizing the acceptance of MnDOT grant agreement for funding participation to purchase a new Flex Wing Mower for the airport. The purchase of this equipment has been identified as a need to replace the existing airport 2012 flex wing mower. The existing mower was purchased under a previous MnDOT grant and will be sold with the purchase of the new equipment. Because the mower to be replaced as purchased utilizing 66% state funding, this percentage of the proceeds from the sale will be due to be paid back to MnDOT Aeronautics. Associated costs to acquire the equipment are as follows:

New John Deere FC20R Flex Wing Rotary Mower

State: \$26,908.00 (70%)

City: 11,532.00 (30%)

\$38,440.00

Estimated sale value of existing 2012 mower purchased under grant S.P. 7401-89:

State: \$ 5,667.00 (66%)

City: 2,833.00 (34%)

\$ 8,500.00

The MnDOT Grant offer is for \$26,908.00, representing approximately 70% of the equipment cost. The city share of the airport equipment under the grant offer is \$11,532.00. The total cost to the city for the equipment will be approximately \$8,700 after the city share of the sale value of the existing mower is applied. Council Member Voss made a motion to accept this grant and equipment purchase, Council Member McCann seconded the motion, all members voted aye in approval.

### **Resolution 35-25 Wastewater Treatment Agreement - City of Medford**

Public Works Director Murphy requested approval of the proposed wastewater treatment agreement with the City of Medford to collect Medford's sanitary waste and treat at Owatonna's Wastewater Treatment Facility. In 2023, the City of Owatonna revised its bonding request from the State to include regionalization of our already under construction Wastewater Treatment Facility Expansion project by including the City of Medford. The mutual benefits both communities would receive proved to strengthen our request and ultimately led to the legislature committing \$26.5M to both communities' projects. When taking on treatment responsibility with another collection system, the MPCA requires an agreement between the two parties that defines a multitude of items including, but not limited to, maintenance responsibility of each collection system and treatment facility, capacity allocation, and user rates and charges. The agreement presented is nearly complete. We are still working with Medford and their attorney on final language as well as determination of Medford Ordinance revisions and adoptions that will need to align with this agreement. Staff are asking for authorization to approve the agreement with pending potential non-substantive changes soon. We are requesting flexibility to allow both sides' attorneys to craft potential changes in the agreement as we go through final review. Medford has bid on their project and is looking to receive final approval from the MPCA to start construction. This approach allows for flexibility to modify language without having to come back to the Council. Staff will rely on City Attorney Walbran and our expert Counsel to determine if changes to the agreement language should be brought back to Council.

The city will receive a SAC Charge of \$1,195,944, a monthly service charge of \$10,328.16, and flow charges of \$2.47 per CCF for collecting and treating Medford's sanitary wastewater. All rates and charges are based on 2025 adopted rates.

Council Member Svenby thanked Public Work's Director Muphy and staff for their work on this project and agreement with the City of Medford. Council President Raney agreed and commented the Medford City Engineer was present during the Council Study Session to answer questions. Council Member Dotson made a motion to approve Resolution 35-25, Council Member Burbank seconded the motion, all members voted aye in approval.

### **Professional Services Agreement - Zoning & Subdivision Ordinance Update - Bolton & Menk**

Public Works Director Murphy presented an agreement with Bolton & Menk to rewrite the city's Zoning and Subdivision Ordinances. As part of the 2050 Imagine Owatonna Comprehensive plan numerous items were recommended to update within the zoning and subdivision ordinances including deleting and adding zoning districts. As part of the implementation plan, this rewrite is moving in that direction.

Four proposals were received from consultant firms that responded to our Comprehensive Plan. Through an established interview and review committee two firms were interviewed. Following the interviews, City Staff unanimously recommending we move forward with Bolton & Menk for this process. Bolton and Menk's proposal is for roughly 12 months and will lead the city through this process. A kickoff meeting will be scheduled with Staff for July. The cost of the project is \$106,252. The current budget includes \$75,000 for this project and a budget adjustment request is pending for the remainder. The preliminary budget estimates for this project were \$150,000. Council Member Boeke made a motion for approval, Council Member Svenby seconded the motion, all members voted aye in approval

### **Engineering Services Agreement – Sewer Rate Updates – Nero Engineering**

Public Works Director Murphy requested approval of the Engineering Services Agreement with Nero Engineering providing professional services to update sanitary rate model and provide other miscellaneous engineering services. In 2021, Owatonna adopted a sewer rate model that incorporated the ongoing WWTF Expansion and Upgrade project. In 2023, after completing a comprehensive sewer plan, the sewer rate model was updated to incorporate the capital projects identified in the study. Additionally, the model has been updated to include revenue shortcomings from the original model, specialized rates for Viracon and bonding money received for the WWTF Expansion and Upgrade project. This proposal will include three years of rate model updates (2025, 2026, 2027) and other miscellaneous engineering services. The total contract is to not exceed \$21,598 without prior authorization. Council Member Voss made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

### **STAFF REPORT**

**Park & Recreation Director Diekman** gave a brief comparison of attendance at River Springs Water Park. The weather has been good and year-to-date attendance this year is higher than it was last year but less than what it was in 2023. The number of annual passes purchased this year is like those of last year. Participation at Brooktree Golf Course is similar to last year for green fees collected and the number of season passes purchased. There are several special events planned at RSWP, information is available on the city's website.

Director Diekmann then explained why the DNR recommends hunting 30 minutes before sunrise and 30 minutes after sunset. The primary reason is deer are crepuscular, meaning they are most active during these twilight periods. Allowing hunting during these times increases the likelihood of a successful harvest while aligning the natural animal behavior

## **PUBLIC COMMENTS**

**Melissa Zimmerman, 2525 Stony Creek Drive** commented she hung two posters in her garage, similar posters hung 17 feet apart. The posters were placed at eye level, one on the wall near the rear of her van and the other near her van's front end. The poster hanging near the rear of her van now looks stressed and damaged by exhaust pollution. Some homes in our neighborhood are only 17 feet from the route proposed for the East Side Corridor Project. We have been assured our concerns will be addressed later and request the City Council change the proposed route to avoid a lot of our concerns. Seventeen feet isn't much but living so close to the traffic will cause damage to our lungs.

**Gary Jones, 995 Ridge Road** thanked Park & Rec Director Diekmann for the information about the hours the DNR allows for deer hunting. The hunters are required to pass an efficiency test' these tests are administered by the Park & Rec Department and not the DNR. Change the city's proficiency test to be done in the dark, if the tests were done 30 minutes after sunset, nobody would hit the targets.

**Gale Jorgenson, 249 E Main Street** commented she has been researching the history of her house, she found some pictures online from 1890 which look like her home. She shared some information she found about a battle within the city limit of Owatonna, a harsh battle involving 20,000 men fight within 20 acres. Tomorrow will be the 167 anniversary of the first MN Charge against the ridge, a reminder that freedom is continually being won.

**John Thom, 1950 3<sup>rd</sup> Avenue NE** commented he has lived in Owatonna since 1986. Some requirements of the City's Building Inspectors are excessive, additions cannot be on stilts, I have been required to put foundations under two buildings, two feet below grade, which added additional/unnecessary costs of \$15,000 to business. I am a builder, a logical thinker, some of the requirements do not make sense. Now, I have been advised renovations require a graspable railing and he distributed photocopies of various railing options.

## **MAYOR AND COUNCIL COMMENTS:**

**Council Member Voss** wished everyone a safe and happy 4<sup>th</sup> of July and his mother a happy 90<sup>th</sup> birthday on July 3<sup>rd</sup>.

**Council Member McCann** commented he attended the LMC Annual Conference last week in Duluth and learned something during each session and thankful for the opportunity to attend.

**Mayor Jessop** thanked new commission/board members Rebecca Rand and Jim Joachim for volunteering to serve the community. He then reminded everyone of the Rainbowatonna Pride Day Event planned for next Saturday, July 12<sup>th</sup> in Central Park and encouraged everyone to attend.

**City Administrator Busse** reminded everyone this Thursday, July 3<sup>rd</sup> is a Downtown Thursday beginning at 5:00 p.m.

**Council President Raney** commented he also attended the LMC Conference in Duluth and thought the breakout sessions were very informative. He asked everyone to be safe

during the 4<sup>th</sup> of July festivities and then closed with a quote from Lech Walesa: "We hold our heads high, despite the price we have paid, because freedom is priceless.

At 7:48 p.m., Council Member Boeke made a motion to adjourn, Council Member Dotson seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator





CITY OF  
**OWATONNA**

# **Board - Commission Minutes**

**Owatonna Human Rights Commission  
Minutes – June 10, 2025 – DRAFT COPY**

The Owatonna Human Rights Commission (OHRC) met on Tuesday, June 10, 2025, in the Meeting Room of the Charles S. Crandall Center. Chairman Bjore called the meeting to order at 5:30 p.m. Commissioner Mustafe took roll call. Present were Commissioners Bjore, Hult, Ismael, Hill and Seykora; Assistant City Administrator Tuma, City Council Member McCann; City Administrator Busse and Administrative Coordinator Clawson. Commissioners Esquivel and Hansen were unable to attend.

Following the Pledge of Allegiance, Chairman Bjore welcomed everyone to the meeting. Commissioner Seykora made a motion to approve the Meeting Agenda as presented, Commissioner Bjore seconded the motion, all members present voted aye in approval. Commissioner Bjore made a motion to approve the May OHRC Minutes, Commissioner Mustafe seconded the motion, all members present voted aye in approval. Commissioner Seykora extended congratulations to Assistant City Administrator Tuma on being selected to become the City Administrator upon City Administrator Busse's pending retirement in August.

**ITEMS OF DISCUSSION**

- 1) OHRC Purchases: Administrative Coordinator Clawson commented items discussed during the May OHRC Meeting were ordered (tent stakes, post weigh downs, zip ties and display holders) for total expense of \$84.78. Commissioner Seykora made a motion approving payment of these items, Commissioner Bjore seconded the motion. Items for Clawson to order are an OHRC polo for new Commissioner Hult and nametags for Commissioners Hult, Ismael and Esquivel. Commissioner Seykora will order a tablecloth with OHRC logo.
- 2) Downtown Thursday (DTT) Event – September 4, 2025: Commissioner Hansen sent e-mail with updates on the Human Library planned for this event for discussion during the July OHRC Meeting.
- 3) Meeting on the Fields – September 6, 2025: Commissioners Ismael and Esquivel are coordinating team participation. Commissioner Bjore will obtain pricing for team T-shirts, 20 red and 20 blue shirts with white graphics. Commissioner Bjore will contact Drake Simonson, Recreation Supervisor regarding reserving the Daiken Fields and use of Rec on the Go items. Commissioner Seykora will follow-up on availability of snacks during the games.

**ADDITIONAL ITEMS**

Commissioners Seykora, Hult and Bjore attended the AGE Sneaker Ball on May 31<sup>st</sup>. A picture from the evening will be shared on the city's Facebook and website.

Straight Talk – August 20<sup>th</sup> – Commissioner Chairman Bjore will meet with Karen Hale at 10:00 am to record show to show during the last week of August. She will promote the OHRC's planned participation in the September Downtown Thursday event and soccer game, Meeting on the Field.

Juneteenth Event at the SCFF Beer Garden on Saturday, June 22<sup>nd</sup>. Commissioners were encouraged to attend and mingle with others attending this event.

Rainbowatonna Pride in the Park Event on Saturday, July 12<sup>th</sup> in Central Park from 2:00 pm to 7 pm. OHRC will host a table, there is no charge for non-profit groups. Commissioner Seykora will make initial contact for fruit donations; would like to make a rainbow-colored display with a variety of fruit offered in similar colored bowls.

City Council Member McCann thanked the OHRC Commissioners for their service to the community.

### **ADJOURNMENT**

At 6:26 p.m., Commissioner Hult made a motion to adjourn, Commissioner Seykora seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, July 8<sup>th</sup> at 5:30 pm.

Respectfully submitted,  
Jeanette Clawson, Administrative Coordinator

## OWATONNA PLANNING COMMISSION MINUTES FOR JULY 8, 2025

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

A motion was made by Eickhoff and seconded by Joachim to approve the minutes of regular meeting of June 24, 2025. All Commissioners voting Aye, the motion carried.

CUP-20, which is a request by Craig Britton, Widseth, on behalf of Stadheim Properties and Nate Pierson for a conditional use permit to construct Good Day Express Car Wash at 1810 Cedar Avenue South, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) Public hearing opened at 5:34 pm. No comments were made regarding this request. Public hearing closed at 5:35 pm. Joachim asked if there are any free-standing signs. Bransford said that there is one proposed sign on the east side. **The public hearing was reopened at 5:36 pm.** Anna Lee, who owns the property to the south of the subject property, said this is a great thing, but she wants to understand the impact to the strip mall with the 18th Street SW entrance blocked. Ms. Lee noted that the car wash, set back only 30 feet compared to the strip mall's 150 feet, would block the strip mall's north access to 18th Street SW. She raised concerns about how this would affect access and signage visibility. Bransford said that the City can only require the setbacks in the ordinance to be met, which is 30 feet from the property line. She said that the sign would need to meet the City sign code. Kruschke said that the City can only require what is in our ordinance; we can't require more than that—that is illegal for us to do. Our purview is only our ordinance. Ms. Lee said that the next lot could also potentially have a 30 foot setback. Kruschke said that would be reviewed at the time a building permit is applied for. He said any joint signage would be between property owners. He said that her property still has the same requirements that it has today. Ms. Lee asked about the existing party wall. Bransford said that would be an existing nonconformity and subject to any private party wall agreements. Kruschke added that it would be grandfathered in until changes are made—at that point it would need to come into compliance. Ms. Lee said the car wash would limit access and visibility to the strip mall and hoped there could be a better solution to support the small businesses there. **Reopened public hearing closed at 5:46 pm.** Eickhoff said Ms. Lee has a valid point. He asked if there was a shared easement that would have to be maintained. Bransford said that the city has no record of an easement. Eickhoff asked if the separate businesses would need to get their own access. Kruschke said that Cedar Avenue is a county road and the County controls the accesses. They have said there will be no other accesses outside of a midpoint access and the existing full access south of Godfathers. As part of the trail project on 18<sup>th</sup> Street SW, the second access was closed, which was unrelated to this project. He said that the access was closed last week. Ms. Lee asked how this could work better, without a complete block from 18<sup>th</sup> Street SW. Bransford said that the City Engineer is requiring only one access that lines up with the access to Hy-Vee. Eickhoff said that makes sense to him and has nothing to do with the property—that is something the City decided previously. Joachim said there are currently two driveways off South Cedar and asked if one will be closed at some point in the future. Kruschke said that the County has stated they will allow one in the middle and the other at a time of redevelopment. Joachim asked about the party wall. Darrin Stadheim said that is correct—they will be shoring up and securing what will be the north wall for the existing property at no expense to the property owner. Eickhoff asked about the parking spaces. Bransford said that the code requires 10 spaces, but they have proposed 13 stalls. The spaces also have vacuums for customers as well. A motion was made by Joachim and seconded by Springer-Gasner to recommend City Council approval of CUP-20, a request

to construct Good Day Express Car Wash on the subject property located at 1810 Cedar Avenue South with the following conditions:

- 1) Photometrics plan to be submitted and approved prior to the issuance of a building permit.
- 2) A demolition permit shall be obtained prior to the removal of any existing structures.
- 3) Compliance with all items in the City Engineer's memo dated July 1, 2025.
- 4) Existing water and sewer service must be used or disconnected from the main.
- 5) All signs shall obtain the necessary permits and comply with B-2 zoning regulations. Freestanding signs must not encroach into easements and must maintain a five-foot setback from property lines.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on the Zoning and Subdivision Ordinance Process. He said that he included the proposal from Bolton & Menk in the agenda packets. Council approved the contract at the July 1 meeting. He said that they will be talking about the steering committee and whether it will be the Planning Commission or something else. He said that if it is not the Planning Commission, there would be at least a couple members of the Planning Commission on the steering committee. This will be the next big lift for the next year or so. There will be focus groups and online engagement.

Community Development Manager Greg Kruschke gave an update on previous items. He said that the Mineral Springs Estates Plat is hopefully scheduled to go to the July 15 City Council meeting.

Community Development Manager Greg Kruschke welcomed new member Jim Joachim, who will be taking the Ward 5 Planning Commission seat.

The next meeting is July 22 and there will be a conditional use request for mini storage on Austin Road.

A motion was made by Eickhoff and seconded by Effertz to adjourn the meeting at 5:57 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

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Greg Kruschke  
Community Development Manager



CITY OF  
**OWATONNA**

# Department Reports

| COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2024 AND 2025 |           |           |           |            |            |               |             |                 |             |         |      |       | Ken Beck, Building Official |  |  |  |
|-------------------------------------------------------------------------------|-----------|-----------|-----------|------------|------------|---------------|-------------|-----------------|-------------|---------|------|-------|-----------------------------|--|--|--|
|                                                                               | DWELLINGS |           | ACCESSORY |            | COMMERCIAL |               | ADD. & ALT. |                 | DUPLEX/APTS |         | DEMO | TOTAL |                             |  |  |  |
| Month                                                                         | NO.       | VALUE     | NO.       | VALUE      | NO.        | VALUE         | NO.         | VALUE           | NO.         | VALUE   | NO.  | NO.   | VALUE                       |  |  |  |
| Jan '24                                                                       | 0         | 0         | 2         | 6,500      | 33         | 7,806,205     | 95          | 763,150         | 0           | 0       | 0    | 130   | 8,575,855                   |  |  |  |
| Jan '25                                                                       | 0         | 0         | 0         | 0          | 22         | 13,865,031    | 85          | 566,740         | 0           | 0       | 0    | 107   | 14,431,771                  |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Feb '24                                                                       | 2         | 700,000   | 4         | 7,500      | 52         | 8,218,972.00  | 198         | 1,725,152.62    | 0           | 0       | 0    | 256   | 10,651,624.62               |  |  |  |
| Feb '25                                                                       | 1         | 317,000   | 1         | 500        | 40         | 15,540,396.00 | 185         | 1,110,858.11    |             |         |      | 227   | 16,968,754.11               |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Mar '24                                                                       | 3         | 940,000   | 5         | 8,250      | 75         | 10,847,903    | 289         | \$ 2,612,593.78 |             |         |      | 372   | \$ 14,408,746.78            |  |  |  |
| Mar '25                                                                       | 1         | 317,000   | 14        | 51,721     | 59         | 17,995,810    | 278         | \$ 1,975,163.16 |             |         | 2    | 354   | \$ 20,339,694.16            |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Apr '24                                                                       | 3         | 940,000   | 19        | 81,750     | 107        | 44,321,109    | 446         | \$ 3,981,714.59 | 0           | 0       | 0    | 575   | \$49,324,573.59             |  |  |  |
| Apr '25                                                                       | 6         | 1,502,000 | 25        | 102,117    | 73         | 22,381,515    | 395         | 3,025,025.86    | 0           | 0       | 3    | 502   | 27,010,657.86               |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| May '24                                                                       | 3         | 940,000   | 38        | 235,738    | 125        | 46,373,553.00 | 586         | 5,141,328.01    |             |         |      | 752   | 52,690,619.00               |  |  |  |
| May '25                                                                       | 7         | 2,068,000 | 39        | 170,017    | 102        | 31,555,159.00 | 567         | 4,993,234.30    |             |         | 4    | 719   | 38,786,410.30               |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Jun '24                                                                       | 3         | 940,000   | 52        | 338,988.00 | 141        | 48,105,001.10 | 730         | 6,515,257.09    | 2           | 400,000 | 2    | 930   | 56,299,246.19               |  |  |  |
| Jun '25                                                                       | 8         | 2,448,000 | 51        | 218,624.33 | 120        | 34,423,774.00 | 740         | 7,382,208.84    |             |         | 4    | 923   | 44,472,607.17               |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Jul '24                                                                       | 5         | 2,040,000 | 67        | 387,488.00 | 180        | 53,277,518.10 | 888         | 7,891,334.33    | 4           | 980,000 | 5    | 1149  | 64,576,340.43               |  |  |  |
| Jul '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Aug '24                                                                       | 6         | 2,290,000 | 82        | 479,826.00 | 210        | 57,328,157.10 | 1058        | 9,938,435.49    | 4           | 980,000 | 5    | 1,365 | 71,016,418.59               |  |  |  |
| Aug '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Sep '24                                                                       | 8         | 2,990,000 | 98        | 617,836.55 | 252        | 66,465,557.10 | 1187        | 11,171,273.45   | 4           | 980,000 | 6    | 1,555 | 82,224,667.10               |  |  |  |
| Sep '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Oct '24                                                                       | 9         | 3,325,000 | 111       | 734,836.55 | 275        | 71,587,459.47 | 1,344       | 12,774,301.43   | 4           | 980,000 | 10   | 1,753 | 89,401,597.45               |  |  |  |
| Oct '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Nov '24                                                                       | 10        | 3,675,000 | 117       | 763,486.55 | 297        | 73,111,653.47 | 1,441       | 13,487,903.07   | 4           | 980,000 | 10   | 1,879 | 92,018,043.09               |  |  |  |
| Nov '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
|                                                                               |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |
| Dec '24                                                                       | 10        | 3,675,000 | 121       | 791,519.55 | 309        | 74,198,304    | 1,542       | 14,427,159.25   | 4           | 980,000 | 11   | 1,997 | 94,071,983.27               |  |  |  |
| Dec '25                                                                       |           |           |           |            |            |               |             |                 |             |         |      |       |                             |  |  |  |

\*\*Starting April 2023, Commerical and Industrial are combined

## Owatonna Building Inspection Department Comparison Report- Construction to Date 2024/2025

Construction Report for Permits Issued through June, 2025

| TYPE OF WORK                                                               | 2024<br>PERMITS<br>ISSUED | PERMITS ISSUED FOR<br>CONSTRUCTION COST | Units | 2025<br>PERMITS<br>ISSUED | PERMITS ISSUED FOR<br>CONSTRUCTION COST | Units |
|----------------------------------------------------------------------------|---------------------------|-----------------------------------------|-------|---------------------------|-----------------------------------------|-------|
| NEW DWELLINGS                                                              | 3                         | 940,000                                 |       | 8                         | 2,448,000                               |       |
| ACCESSORY BUILDINGS<br>(INCLUDES GARAGES, UTIL.<br>BLDGS, SW. POOLS, ETC.) | 52                        | 338,988.00                              |       | 51                        | 218,624.33                              |       |
| COMMERCIAL AND INDUSTRIAL PERMITS                                          | 141                       | 48,105,001.10                           |       | 120                       | 34,423,774.00                           |       |
| RESIDENTIAL ADD. & ALT.                                                    | 730                       | 6,515,257.09                            |       | 740                       | 7,382,208.84                            |       |
| DUPLEXES & APTS.<br>(INCLUDES ATTACHED SF)                                 | 2                         | 400,000                                 | 0     | 0                         | 0                                       | 0     |
| DEMOLITION PERMITS                                                         | 2                         | 0                                       |       | 4                         | 0                                       |       |
| TOTAL PERMITS ISSUED                                                       | 930                       | 56,299,246                              | 0     | 923                       | 44,472,607                              | 0     |



| Weed/Nuisance Complaint Inspections |                                                                                                                                                                                       |                 |                       |                     |                          | OWATONNA FIRE DEPARTMENT |             |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|---------------------|--------------------------|--------------------------|-------------|
| June 25, 2025 to July 9, 2025       |                                                                                                                                                                                       |                 |                       |                     |                          |                          |             |
| Address                             | Complaint Description                                                                                                                                                                 | Inspection Date | Violation Notice Sent | Correction Due Date | Violation Corrected Date | Comments                 | Staff Hours |
| 4 Avenue Southeast                  | Vacant lot with tall grass and weeds. ID number 17-504-0103                                                                                                                           | 6/18/2025       |                       | 7/7/2025            | 7/3/2025                 | Has been mowed.          | 1           |
| El Dorado Street Southeast          | The vacant lot has not been mowed as of 6/16/25<br><br>6/16/25 - Spoke with mower - he just received approval to mow this lot, will mow depending on weather. 9609                    | 6/16/2025       |                       |                     | 6/19/2025                | Has been mowed.          | 1           |
| Greenleaf Place Southeast           | Vacant lot with long grass and weeds. 17-547-0104                                                                                                                                     | 7/2/2025        | 7/8/2025              | 7/22/2025           |                          |                          | 0.5         |
| Greenleaf Road Southeast            | Vacant lot with long grass and weeds. 17-547-0108                                                                                                                                     | 7/2/2025        | 7/8/2025              | 7/22/2025           |                          |                          | 0.5         |
| Greenleaf Road Southeast            | Vacant lot 17-547-0109 with long grass and weeds as of 7/7/25.                                                                                                                        | 7/7/2025        | 7/9/2025              | 7/23/2025           |                          |                          | 0.5         |
| Landmark Drive Northeast            | Complaint: Tall grass/weeds on vacant lot has not been cut. 17-574-0905 complaint picture 9316 as of 7/1/25                                                                           | 7/1/2025        |                       |                     | 7/2/2025                 | Has been mowed.          | 1           |
| Landmark Drive Northeast            | Complaint: Tall grass/weeds on vacant lot has not been cut. 17-574-0906 complaint picture 9317                                                                                        | 7/1/2025        |                       |                     | 7/2/2025                 | Has been mowed.          | 1           |
| Lemond Road                         | Vacant lots with tall grass and weeds. 17-566-0101, 17-566-0102                                                                                                                       | 6/17/2025       |                       | 7/7/2025            | 7/1/2025                 | Has been mowed.          | 1           |
| Lemond/Riverwood Road               | Vacant lots with tall grass and weeds. 17-566-0214 to 0227                                                                                                                            | 6/17/2025       |                       | 7/7/2025            | 7/1/2025                 | Has been mowed.          | 0.5         |
| Park Drive                          | The complaint vacant lot with long grass and weeds has been mowed as of June 26, 2025                                                                                                 | 6/26/2025       |                       |                     | 6/26/2025                | Has been mowed.          | 0.5         |
| Riverwood Drive Southwest           | Reinspection picture 9269 of the vacant lots with long grass and weeds as of June 17, 2025                                                                                            | 6/17/2025       |                       |                     | 7/1/2025                 | Has been mowed.          | 1           |
| Robin Hood Lane Southeast           | Vacant lot with long grass and weeds. 17-547-0113                                                                                                                                     | 7/2/2025        | 7/8/2025              | 7/22/2025           |                          |                          | 0.5         |
| 1095 St Paul Road Northeast         | Long grass/weeds per complaint picture 9335 as of 7/3/25                                                                                                                              | 7/3/2025        |                       |                     | 7/7/2025                 | Has been mowed.          | 1           |
| 111 Walnut Avenue North             | Complaint: Tall grass/weeds per complaint pictures 9320 and 9321 as of July 1, 2025                                                                                                   | 7/1/2025        | 7/3/2025              | 7/13/2025           |                          |                          | 0.5         |
| 112 Oak Avenue North                | Long grass per picture 9347 as of July 8, 2025                                                                                                                                        | 7/8/2025        |                       |                     |                          | Need to send letter.     | 0.5         |
| 1122 Oak Avenue South               | Complaint: Tall grass per complaint picture 9291                                                                                                                                      | 6/25/2025       | 6/26/2025             | 7/6/2025            | 6/30/2025                | Has been mowed.          | 1           |
| 1145 16 Street Southwest            | Reinspection pictures 9309, 9310 of the complaint location with long grass and weeds as of June 30, 2025. Need to call the lawn mowing service.<br><br>7/1/25 - Contacted mower. 9609 | 6/30/2025       |                       |                     | 7/2/2025                 | Has been mowed.          | 1           |
| 117 North Street East               | Has been mowed.                                                                                                                                                                       | 6/30/2025       |                       |                     | 6/30/2025                | Has been mowed.          | 0.5         |

| Weed/Nuisance Complaint Inspections    |                                                                                                                                                                                                                                                                                                                                                                       |                 |                       | OWATONNA FIRE DEPARTMENT |                          |                                |             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------------------------|--------------------------|--------------------------------|-------------|
| June 25, 2025 to July 9, 2025          |                                                                                                                                                                                                                                                                                                                                                                       |                 |                       |                          |                          |                                |             |
| Address                                | Complaint Description                                                                                                                                                                                                                                                                                                                                                 | Inspection Date | Violation Notice Sent | Correction Due Date      | Violation Corrected Date | Comments                       | Staff Hours |
| 1298 Bellflower Lane Northeast         | Vacant lot 17-437-0204 with long grass and weeds per complaint picture 9341 as of July 7, 2025.                                                                                                                                                                                                                                                                       | 7/7/2025        | 7/9/2025              | 7/23/2025                |                          |                                | 0.5         |
| 1305 St Paul Road Northeast            | Tall grass/weeds in all yards per inspection pictures 9307 and 9308 as of 6/27/25                                                                                                                                                                                                                                                                                     | 6/27/2025       | 7/1/2025              | 7/11/2025                | 7/7/2025                 | Has been mowed.                | 1           |
| 139 15 Street Northeast                | Long grass/weeds in all yards per complaint picture dated 6/24/25                                                                                                                                                                                                                                                                                                     | 6/24/2025       | 6/26/2025             | 7/6/2025                 |                          |                                | 0.5         |
| 139 15 Street Northeast                | Reinspection picture 9337 as of 7/7/25. Need to call the lawn mowing service.                                                                                                                                                                                                                                                                                         | 7/7/2025        | 6/26/2025             | 7/6/2025                 |                          | 7/8/25 - Contacted mower. 9609 | 0.5         |
| 1410 Greenleaf Place Southeast         | Vacant lot 17-547-0102 with long grass and weeds per complaint picture 9324 as of July 2, 2025                                                                                                                                                                                                                                                                        | 7/2/2025        | 7/8/2025              | 7/22/2025                |                          |                                | 0.5         |
| 1420 Cedar Avenue North                | Check if trees that have been cut down and are laying around the property.                                                                                                                                                                                                                                                                                            | 7/9/2025        |                       |                          |                          |                                | 0.5         |
| 1420 Nottingham Drive Southeast        | Complaint: Trash and junk laying all over the yard. complaint pictures 9303, 9304 of the location taken on June 27, 2025. Additional picture 9330 of the east side of complaint home as of July 3, 2025                                                                                                                                                               | 6/27/2025       | 7/3/2025              | 7/18/2025                |                          |                                | 0.5         |
| 151 Park Drive                         | The complaint location with long grass and weeds has been mowed as of June 25, 2025                                                                                                                                                                                                                                                                                   | 6/25/2025       |                       |                          | 6/25/2025                | Has been mowed.                | 0.5         |
| 1512 Elm Avenue North                  | Reinspection picture 9338 of the complaint location with long grass and weeds as of July 7, 2025. Need to call the lawn mowing service.                                                                                                                                                                                                                               | 7/7/2025        | 6/24/2025             | 7/4/2025                 |                          | 7/8/25 - Contacted mower. 9609 | 0.5         |
| 1575 Mineral Springs Parkway Northeast | Complaint: A lot of junk in the back yard, chain-link fence/doghouse, uncompleted shed, tarps.<br><br>Reinspection picture 9232 taken on June 6, 2025 of the back yard of the complaint location.<br><br>No changes have been made - sent second violation notice.<br><br>Reinspection picture 9342 taken on July 7, 2025 of the back yard of the complaint location. | 6/6/2025        | 6/26/2025             | 7/7/2025                 |                          |                                | 0.5         |
| 1585 Wood Duck Lane Northeast          | Has been mowed.                                                                                                                                                                                                                                                                                                                                                       | 6/30/2025       |                       |                          | 6/30/2025                | Has been mowed.                | 0.5         |
| 1715 Wood Duck Lane Northeast          | Has been mowed.                                                                                                                                                                                                                                                                                                                                                       | 6/30/2025       |                       |                          | 6/30/2025                | Has been mowed.                | 0.5         |
| 1807 St Paul Road Northeast            | Complaint: Hasn't been mowed all year. complaint pictures 9300, 9301 dated June 26, 2025<br><br>The complaint location with long grass and weeds has been mowed as of June 30, 2025                                                                                                                                                                                   | 6/26/2025       |                       |                          | 6/30/2025                | Has been mowed.                | 1           |

| Weed/Nuisance Complaint Inspections |                                                                                                                                                                                                                                                                                         |                 |                       | OWATONNA FIRE DEPARTMENT |                          |                      |             |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------------------------|--------------------------|----------------------|-------------|
| June 25, 2025 to July 9, 2025       |                                                                                                                                                                                                                                                                                         |                 |                       |                          |                          |                      |             |
| Address                             | Complaint Description                                                                                                                                                                                                                                                                   | Inspection Date | Violation Notice Sent | Correction Due Date      | Violation Corrected Date | Comments             | Staff Hours |
| 1810 Cedar Avenue South             | Long grass/weeds per inspection picture 9322 as of 7/2/25 on the Cedar Ave South Blvd                                                                                                                                                                                                   | 7/2/2025        | 7/8/2025              | 7/18/2025                |                          |                      | 0.5         |
| 1900 Hartle Avenue Southeast        | Vacant lot with tall grass and weeds. ID number 17-022-4411                                                                                                                                                                                                                             | 6/18/2025       |                       | 7/9/2025                 | 7/2/2025                 | Has been mowed.      | 1           |
| 1940 Diablo Drive                   | Misc items and branches behind storage shed. - 2nd notice                                                                                                                                                                                                                               | 6/24/2025       | 6/25/2025             | 7/11/2025                |                          |                      | 0.5         |
| 2020 Cedar Avenue South             | Complaint: Tall weeds on boulevard and around building.                                                                                                                                                                                                                                 | 7/1/2025        |                       |                          | 7/2/2025                 | Has been mowed.      | 1           |
| 205 Oak Avenue North                | Tall grass on Oak boulevard per complaint picture 9348 as of 7/8/25.                                                                                                                                                                                                                    | 7/8/2025        |                       |                          |                          | Need to send letter. | 0.5         |
| 208 Fremont Street East             | Complaint: Owner emptied garage and left everything sitting in the backyard. Mattresses and household junk. Uploaded complainant's picture.<br><br>Need to review this location again - items appear to be in the 214 Fremont street east location. complaint picture 9349 as of 7/8/25 | 7/8/2025        |                       |                          |                          |                      | 0.5         |
| 219 Grove Avenue North              | Long grass/weeds per complaint picture 9333 as of 7/3/25                                                                                                                                                                                                                                | 7/3/2025        | 7/8/2025              | 7/18/2025                |                          |                      | 0.5         |
| 221 Beech Avenue                    | Reinspection picture 9311 of the complaint location with long grass and weeds as of June 30, 2025. Need to call the lawn mowing service<br><br>7/1/25 - Contacted mower. 9609                                                                                                           | 6/30/2025       |                       |                          | 7/2/2025                 | Has been mowed.      | 1           |
| 239 Rice Street East                | The complaint location with long grass and weeds has mowed all the yards as of July 3, 2025                                                                                                                                                                                             | 7/3/2025        |                       |                          | 7/3/2025                 | Has been mowed.      | 0.5         |
| 2485 7 Avenue Northeast             | Long grass/weeds per complaint picture 9334 as of 7/3/25                                                                                                                                                                                                                                | 7/3/2025        |                       |                          | 7/7/2025                 | Has been mowed.      | 1           |
| 251 Pearl Street East               | Long grass/weeds per complaint pictures 9331, 9332 as of 7/3/25                                                                                                                                                                                                                         | 7/3/2025        | 7/8/2025              | 7/18/2025                |                          |                      | 0.5         |
| 253 16 Street Northeast             | Complaint: Tall weeds and grass                                                                                                                                                                                                                                                         | 7/1/2025        |                       |                          | 7/2/2025                 | Has been mowed.      | 1           |
| 253 Beech Avenue                    | The complaint location with long grass and weeds has been mowed as of June 27, 2025.                                                                                                                                                                                                    | 6/27/2025       |                       |                          | 6/27/2025                | Has been mowed.      | 0.5         |

| Weed/Nuisance Complaint Inspections |                                                                                                                                                                                                                                                                                    |                 |                       | OWATONNA FIRE DEPARTMENT |                          |                                |             |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------------------------|--------------------------|--------------------------------|-------------|
| June 25, 2025 to July 9, 2025       |                                                                                                                                                                                                                                                                                    |                 |                       |                          |                          |                                |             |
| Address                             | Complaint Description                                                                                                                                                                                                                                                              | Inspection Date | Violation Notice Sent | Correction Due Date      | Violation Corrected Date | Comments                       | Staff Hours |
| 2795 Park Drive                     | The reinspection picture 9264 was taken on June 16, 2025. Need to call the mowing service due to the long grass and weeds remains uncut.<br><br>The business place has not been mowed as of June 23, 2025. Need to call lawn mowing service<br><br>6/24/25 - Contacted mower. 9609 | 6/16/2025       |                       |                          | 6/25/2025                | Has been mowed.                | 1           |
| 280 Timber Place Northeast          | The complaint location vacant lot reinspection picture 9276 as taken on June 18, 2025. Need to call the mowing service as 6/18/25<br><br>6/24/25 - Contacted mower. 9609                                                                                                           | 6/18/2025       |                       |                          | 6/30/2025                | Has been mowed.                | 1           |
| 290 Timber Place Northeast          | Reinspection picture 9277 of the vacant lot with long grass and weeds as of June 18, 2025. Need to call the mowing service.<br><br>6/24/25 - Contacted mower.                                                                                                                      | 6/18/2025       |                       |                          | 6/30/2025                | Has been mowed.                | 1           |
| 316 Grove Avenue North              | Long grass/weeds per complaint picture 9298 6/25/25                                                                                                                                                                                                                                | 6/25/2025       | 6/27/2025             | 7/7/2025                 | 6/30/2025                | Has been mowed.                | 1           |
| 320 Stoneridge Lane Northeast       | Reinspection picture 9292 taken on 6/24/25                                                                                                                                                                                                                                         | 6/24/2025       |                       |                          | 7/2/2025                 | Has been mowed.                | 1           |
| 336 McKinley Street West            | Long grass/weeds at complaint location per picture 9290                                                                                                                                                                                                                            | 6/24/2025       | 6/26/2025             | 7/6/2025                 | 7/1/2025                 | Has been mowed.                | 1           |
| 3627 County Road 45 North           | Complaint: Grass hasn't been mowed per picture 9350 as of 7/8/25.                                                                                                                                                                                                                  | 7/8/2025        | 7/9/2025              | 7/19/2025                |                          |                                | 0.5         |
| 406 Elm Avenue South                | Long grass/weeds in all yards per complaint picture 9297                                                                                                                                                                                                                           | 6/24/2025       |                       |                          | 6/25/2025                | Has been mowed.                | 1           |
| 415 Pebble Beach Drive Northeast    | The complaint location with long grass and weeds in the back yard has been mowed                                                                                                                                                                                                   | 7/7/2025        |                       |                          | 7/7/2025                 | Has been mowed.                | 0.5         |
| 427 Oak Avenue North                | The complaint location with long grass and weeds in all yards has been mowed as of June 25, 2025                                                                                                                                                                                   | 6/25/2025       |                       |                          | 6/25/2025                | Has been mowed.                | 0.5         |
| 428 Pearl Street East               | The complaint location with long grass and weeds has mowed all the yards as of July 3, 2025                                                                                                                                                                                        | 7/3/2025        |                       |                          | 7/3/2025                 | Has been mowed.                | 0.5         |
| 480 Stoneridge Lane Northeast       | Long grass and weeds per complaint picture 9293<br><br>Reinspection picture 9340 of the complaint location with long grass and weeds in all yards as of July 7, 2025. Need to call the lawn mowing service.                                                                        | 6/24/2025       | 6/26/2025             | 7/6/2025                 |                          | 7/8/25 - Contacted mower. 9609 | 0.5         |
| 502 Maple Drive                     | Complaint: Couch in yard with a bunch of fluorescent light bulbs on it.                                                                                                                                                                                                            | 7/1/2025        | 7/3/2025              | 7/17/2025                |                          |                                | 0.5         |

| Weed/Nuisance Complaint Inspections |                                                                                                                                                                                                                       |                 |                       | OWATONNA FIRE DEPARTMENT |                          |                                           |             |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------------------------|--------------------------|-------------------------------------------|-------------|
| June 25, 2025 to July 9, 2025       |                                                                                                                                                                                                                       |                 |                       |                          |                          |                                           |             |
| Address                             | Complaint Description                                                                                                                                                                                                 | Inspection Date | Violation Notice Sent | Correction Due Date      | Violation Corrected Date | Comments                                  | Staff Hours |
| 505 State Avenue                    | Long grass and weeds per picture 9344 of the complaint location as of July 8, 2025                                                                                                                                    | 7/8/2025        |                       |                          |                          | Need to send letter.                      | 0.5         |
| 508 24 Street Northeast             | Reinspection picture 9339 dated July 7, 2025 of the long grass and weeds in all the yards. Need to call the lawn mowing service.                                                                                      | 7/7/2025        | 6/25/2025             | 7/5/2025                 |                          | 7/8/25 - Contacted mower. 9609            | 0.5         |
| 510 20 Street Northeast             | Tall grass/weeds in all yards. complaint picture 9302 as of 6/26/25                                                                                                                                                   | 6/26/2025       | 7/1/2025              | 7/11/2025                | 7/7/2025                 | Has been mowed.                           | 1           |
| 555 22 Street Northeast             | Long grass/weeds per complaint picture 9329 as of 7/2/25                                                                                                                                                              | 7/2/2025        | 7/8/2025              | 7/18/2025                |                          |                                           | 0.5         |
| 613 Vine Street East                | Long grass/weeds per complaint picture 9328 as of 7/2/25                                                                                                                                                              | 7/2/2025        | 7/8/2025              | 7/18/2025                | 7/8/2025                 | Has been mowed.                           | 1           |
| 645 Allan Avenue Southwest          | Tall grass/weeds per complaint picture 9343 as pf July 7, 2025                                                                                                                                                        | 7/7/2025        | 7/9/2025              | 7/19/2025                |                          |                                           | 0.5         |
| 655 24 Street Northeast             | Long grass/weeds per complaint picture 9295                                                                                                                                                                           | 6/24/2025       | 6/26/2025             | 7/6/2025                 | 6/30/2025                | Has been mowed.                           | 1           |
| 710 El Dorado Street Southeast      | The complaint vacant lot was not mowed as of June 16, 2025. All other vacant lots have been mowed.<br><br>6/16/25 - Spoke with mower - he just received approval to mow this lot, will mow depending on weather. 9609 | 6/16/2025       |                       |                          | 6/19/2025                | Has been mowed.                           | 1           |
| 717 Cedar Avenue South              | Long grass/weeds at 17-101-0519                                                                                                                                                                                       | 6/24/2025       |                       |                          | 6/25/2025                | Has been mowed.                           | 1           |
| 723 13 Street Northeast             | Complaint: Grass is 3' tall. Garbage all over yard. Tree fell on garage.                                                                                                                                              | 7/9/2025        |                       |                          |                          |                                           | 0.5         |
| 743 15 Street Southeast             | Has been mowed.                                                                                                                                                                                                       | 6/30/2025       |                       |                          | 6/30/2025                | Has been mowed.                           | 0.5         |
| 887 Willowbrook Street Northeast    | Long grass                                                                                                                                                                                                            | 7/8/2025        |                       |                          |                          | No violation found at time of inspection. | 0.5         |
| 908 Linn Avenue                     | Tall grass/weeds in all yards per inspection picture 9306 6/27/25                                                                                                                                                     | 6/27/2025       |                       |                          | 6/30/2025                | Has been mowed.                           | 1           |
| 916 Linn Avenue                     | Tall grass/weeds per complaint picture 9305 as of 6/27/25                                                                                                                                                             | 6/27/2025       |                       |                          | 6/30/2025                | Has been mowed.                           | 1           |
| 919 Vine Street East                | Long grass/weeds per complaint picture 9299 as of 6/25/25                                                                                                                                                             | 6/25/2025       | 6/27/2025             | 7/7/2025                 | 6/30/2025                | Has been mowed.                           | 1           |
| 950 Havana Road                     | Long grass/weeds per complaint picture 9323 7/2/25                                                                                                                                                                    | 7/2/2025        |                       |                          | 7/3/2025                 | Has been mowed.                           | 1           |





# Owatonna Police Department

June 2025 Crime Statistics

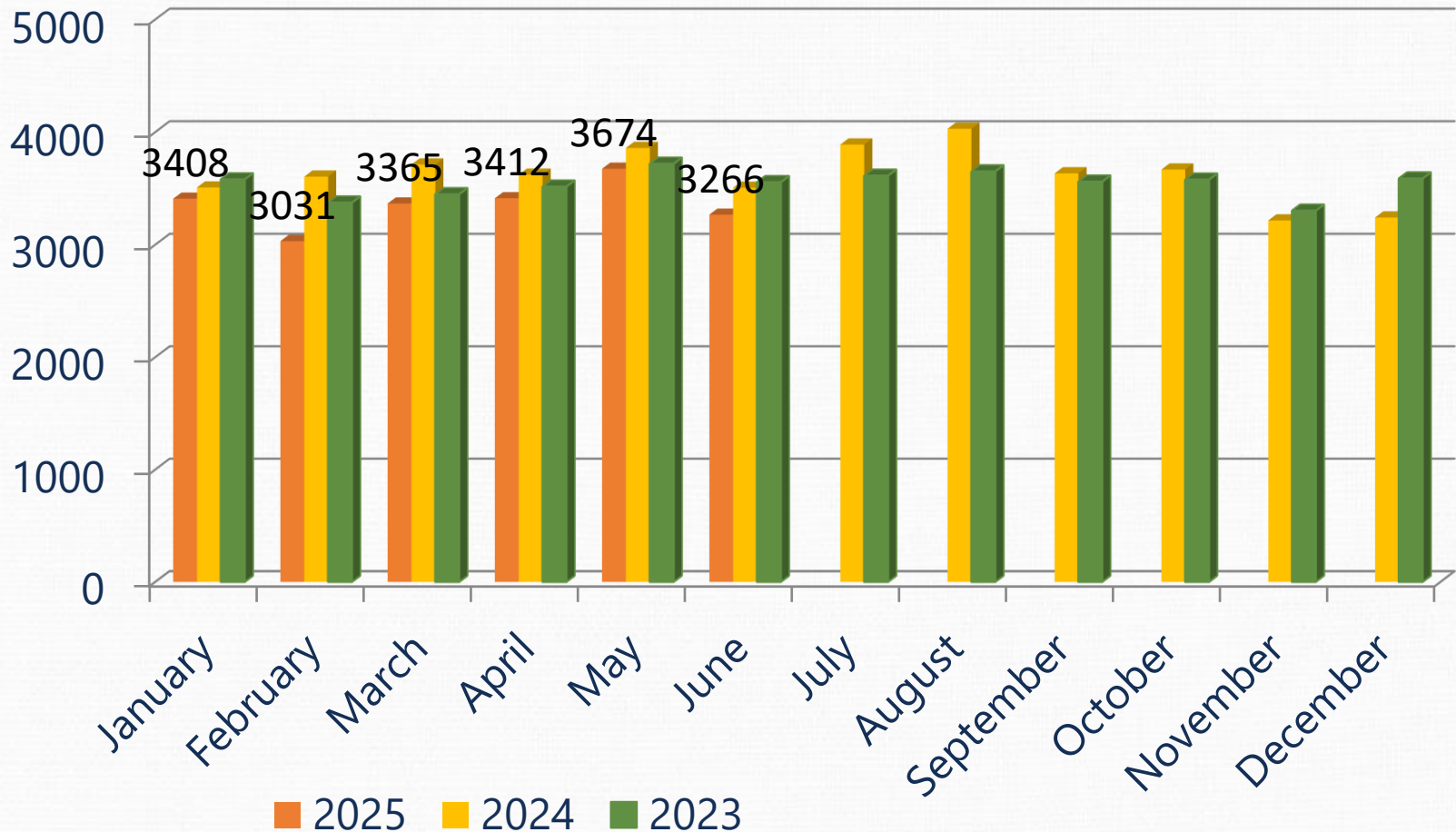


CITY OF  
**OWATONNA**



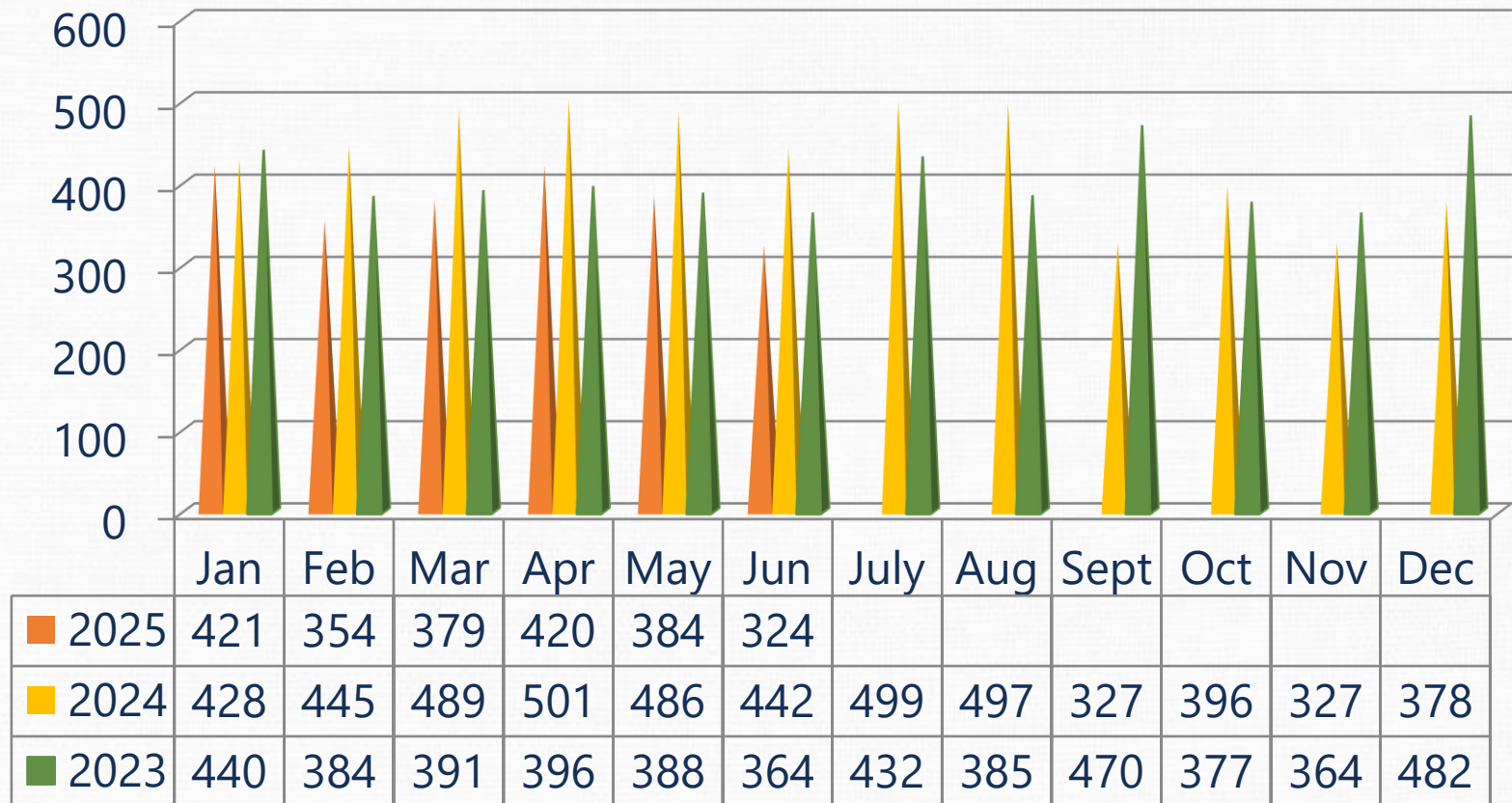
**The following statistics are based on calls for service reports compiled monthly.  
Official crime data can be found via [Minnesota Crime Data Explorer](#).**

# Total Calls for Service

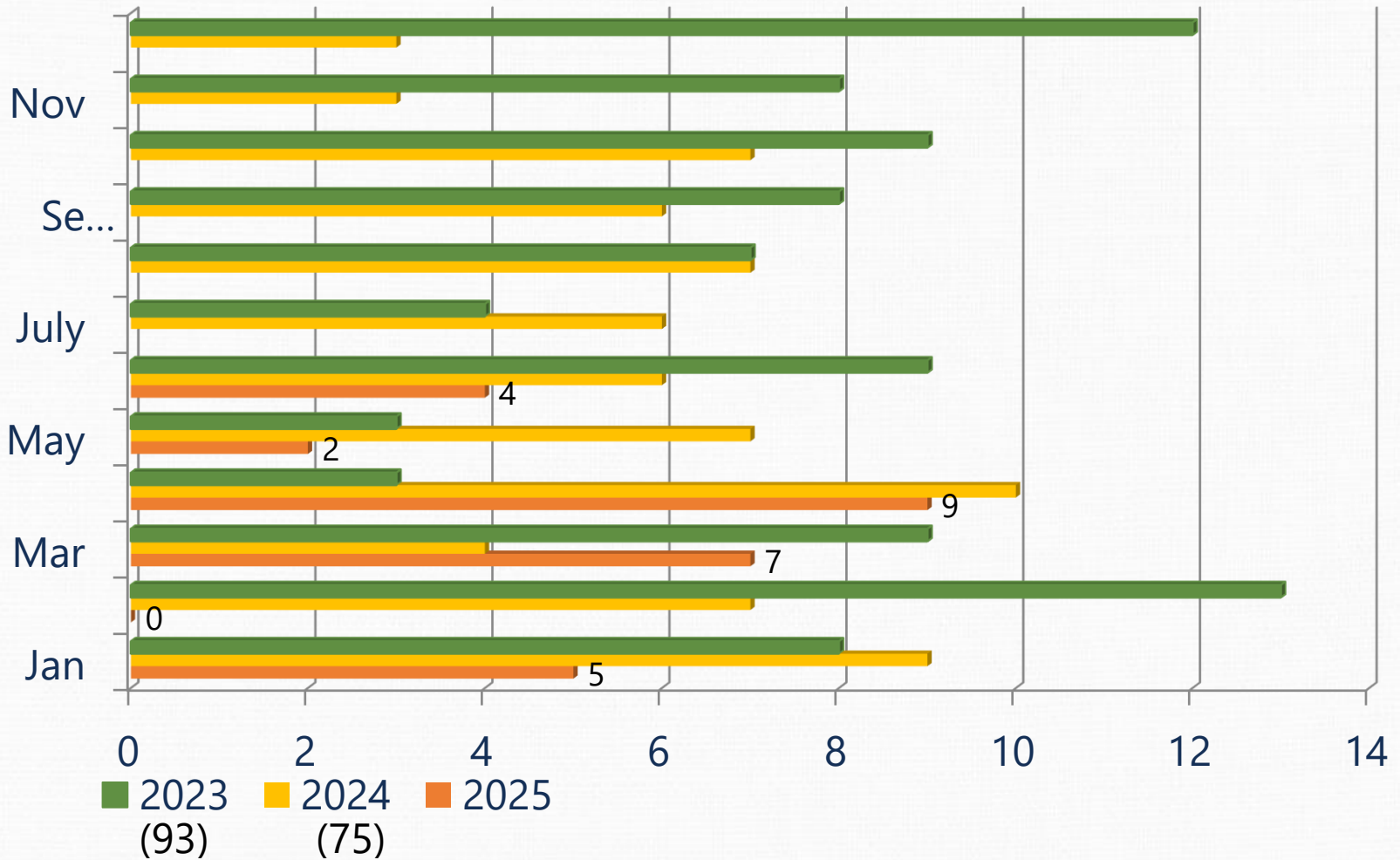




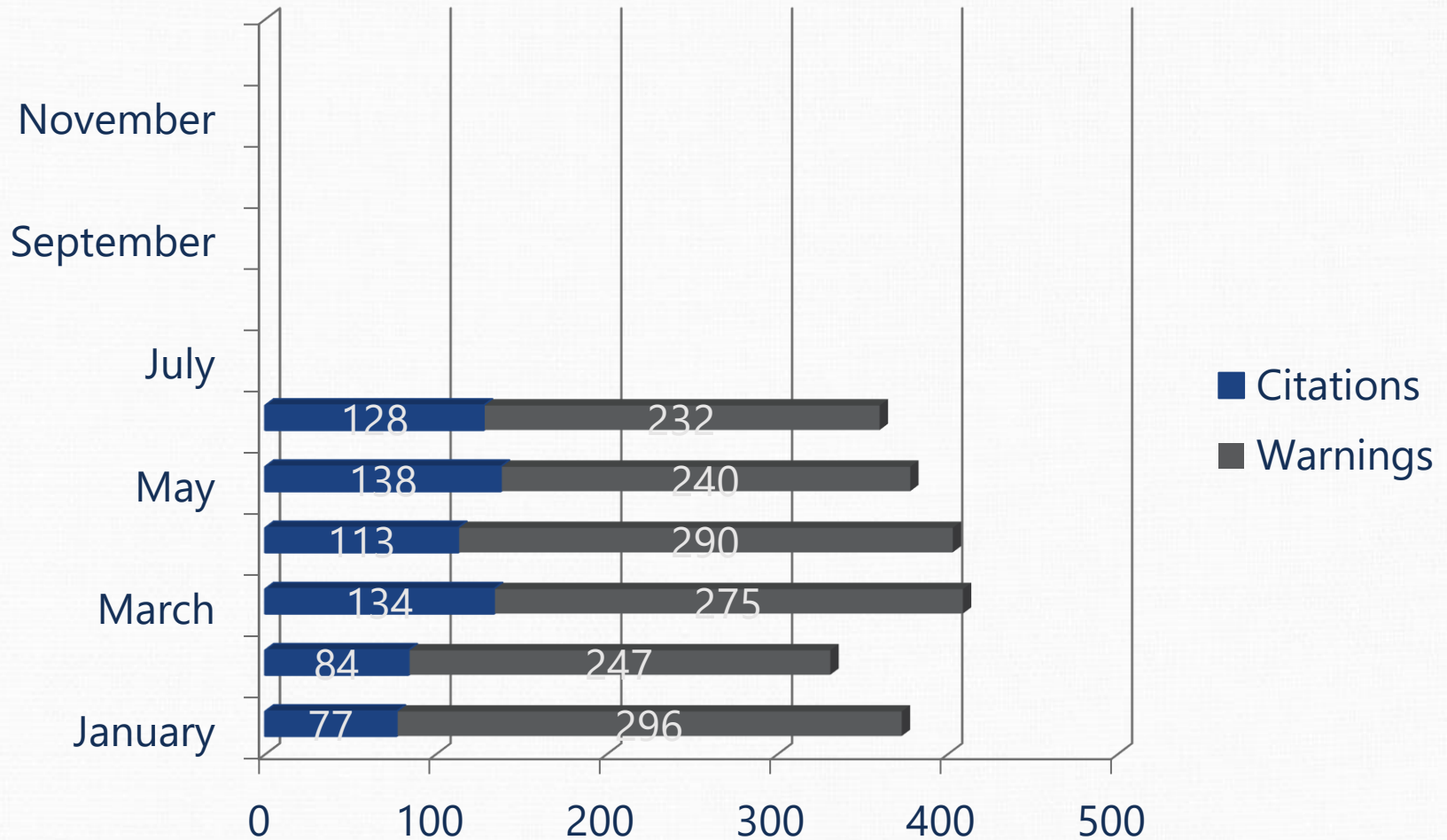
# Traffic Stops



# DWI



# Citations and Warnings



# Group A Crimes

|                                              |           |                                                    |           |                                                 |           |
|----------------------------------------------|-----------|----------------------------------------------------|-----------|-------------------------------------------------|-----------|
| <b>Murder and Non-Negligent Manslaughter</b> | <b>0</b>  | <b>Pocket-Picking</b>                              | <b>14</b> | <b>Identity Theft</b>                           | <b>5</b>  |
| <b>Kidnapping/Abduction</b>                  | <b>1</b>  | <b>Shoplifting</b>                                 | <b>16</b> | <b>Hacking/Computer Invasion</b>                | <b>1</b>  |
| <b>Rape</b>                                  | <b>2</b>  | <b>Theft From Building</b>                         | <b>1</b>  | <b>Embezzlement</b>                             | <b>2</b>  |
| <b>Sodomy</b>                                | <b>0</b>  | <b>Theft From Motor Vehicle</b>                    | <b>6</b>  | <b>Stolen Property Offenses</b>                 | <b>0</b>  |
| <b>Fondling</b>                              | <b>6</b>  | <b>Theft of Motor Vehicle Parts or Accessories</b> | <b>1</b>  | <b>Destruction/Damage/Vandalism of Property</b> | <b>26</b> |
| <b>Robbery</b>                               | <b>3</b>  | <b>All Other Larceny</b>                           | <b>23</b> | <b>Drug/Narcotic Violations</b>                 | <b>12</b> |
| <b>Aggravated Assault</b>                    | <b>14</b> | <b>Motor Vehicle Theft</b>                         | <b>10</b> | <b>Drug Equipment Violations</b>                | <b>0</b>  |
| <b>Simple Assault</b>                        | <b>41</b> | <b>Counterfeiting/Forgery</b>                      | <b>7</b>  | <b>Incest</b>                                   | <b>1</b>  |
| <b>Intimidation (Assault)</b>                | <b>31</b> | <b>False Pretenses/Swindle/Confidence Game</b>     | <b>11</b> | <b>Pornography/Obscene Material</b>             | <b>2</b>  |
| <b>Arson</b>                                 | <b>1</b>  | <b>Credit Card/Automated Teller Machine Fraud</b>  | <b>2</b>  | <b>Weapon Law Violations</b>                    | <b>8</b>  |
| <b>Extortion/Blackmail</b>                   | <b>0</b>  | <b>Impersonation</b>                               | <b>0</b>  | <b>Human Trafficking, Commercial Sex Acts</b>   | <b>0</b>  |
| <b>Burglary/Breaking &amp; Entering</b>      | <b>6</b>  | <b>Wire Fraud</b>                                  | <b>4</b>  | <b>Animal Cruelty</b>                           | <b>1</b>  |
|                                              |           |                                                    |           | <b>TOTAL: 258</b>                               |           |



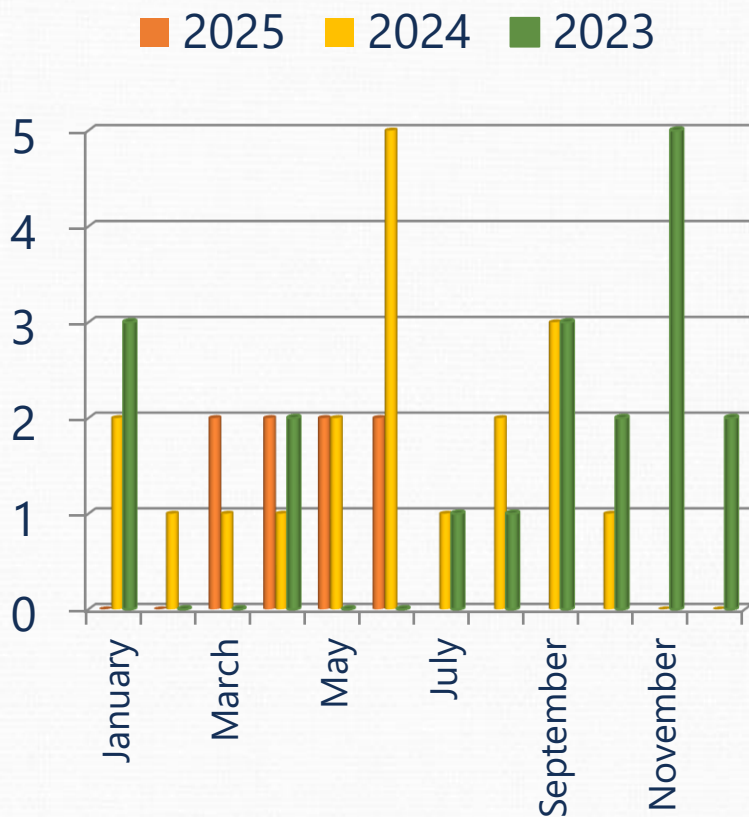
# Group B Crimes

|                                      |    |
|--------------------------------------|----|
| Curfew/Loitering/Vagrancy Violations | 5  |
| Disorderly Conduct                   | 30 |
| Driving Under the Influence          | 48 |
| Family Offenses, Nonviolent          | 5  |
| Liquor Law Violations                | 8  |
| Trespass of Real Property            | 6  |
| All Other Offenses                   | 76 |

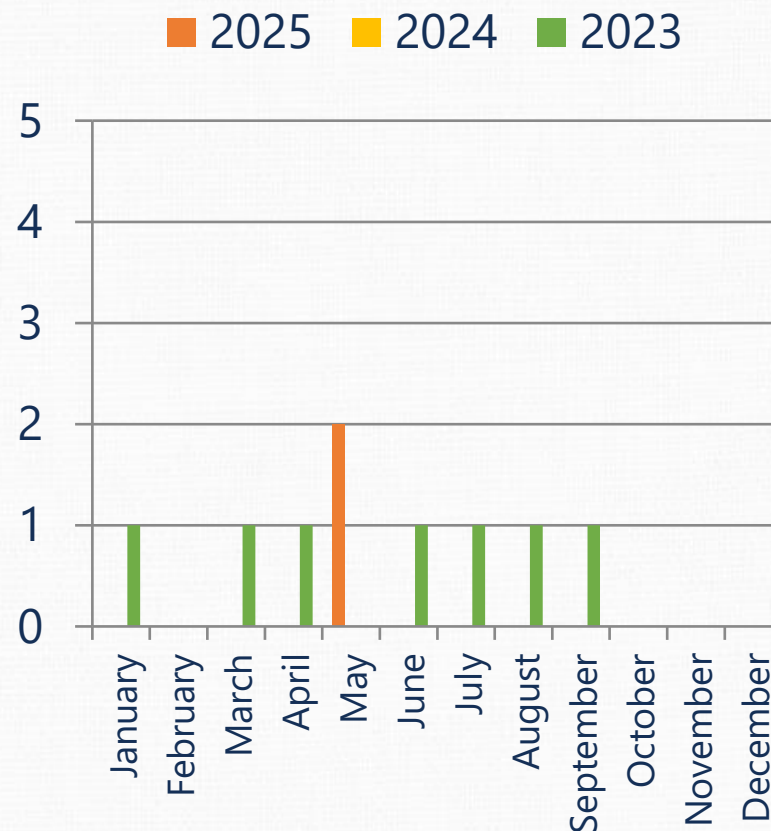
**Total: 178**

# Disorderly and Nuisance Violations

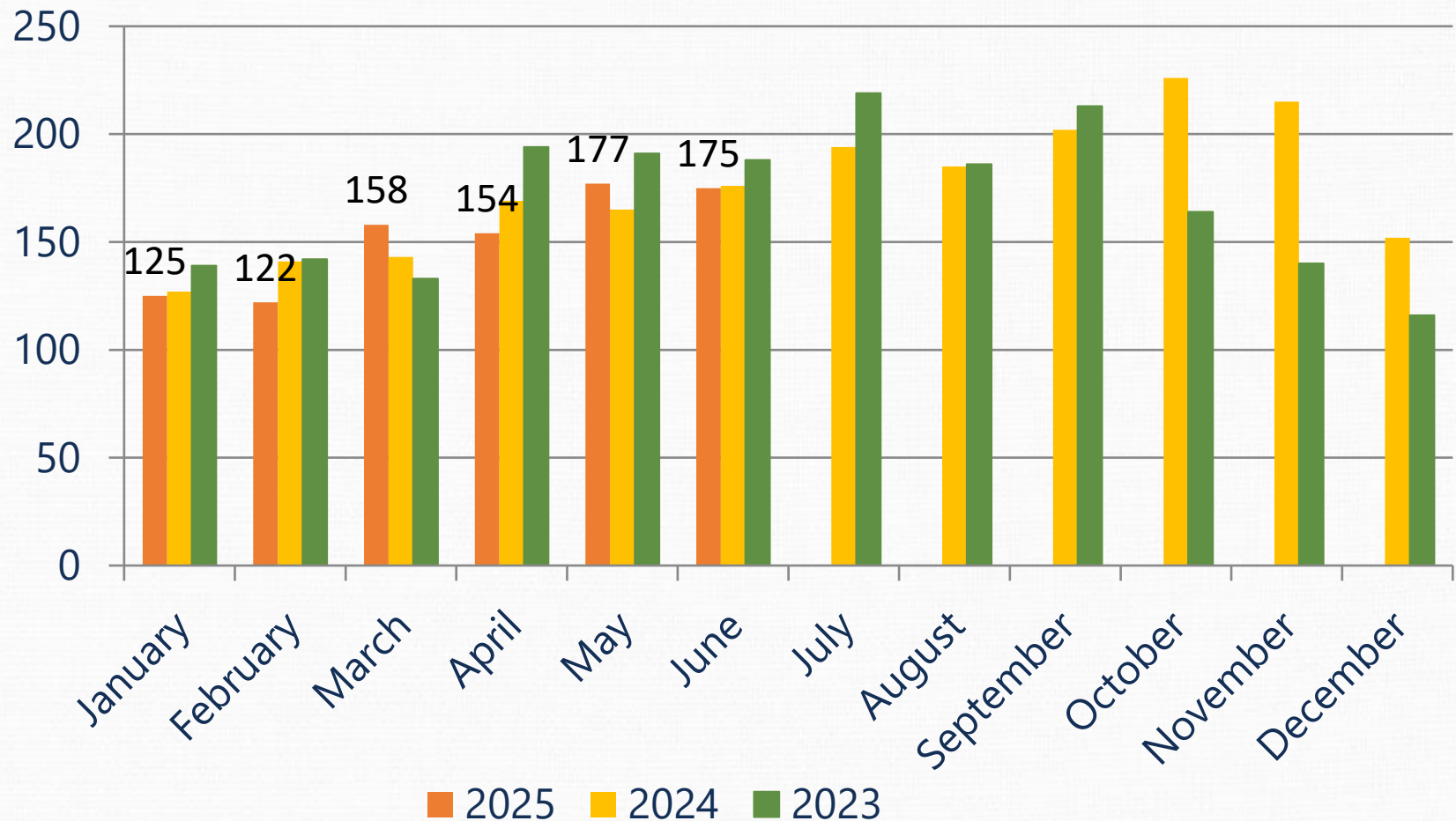
## Disorderly Violations



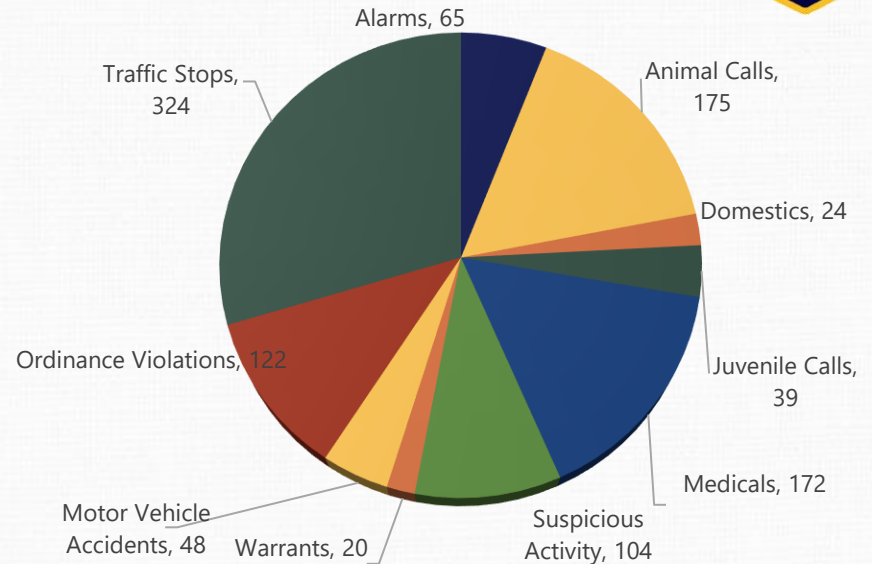
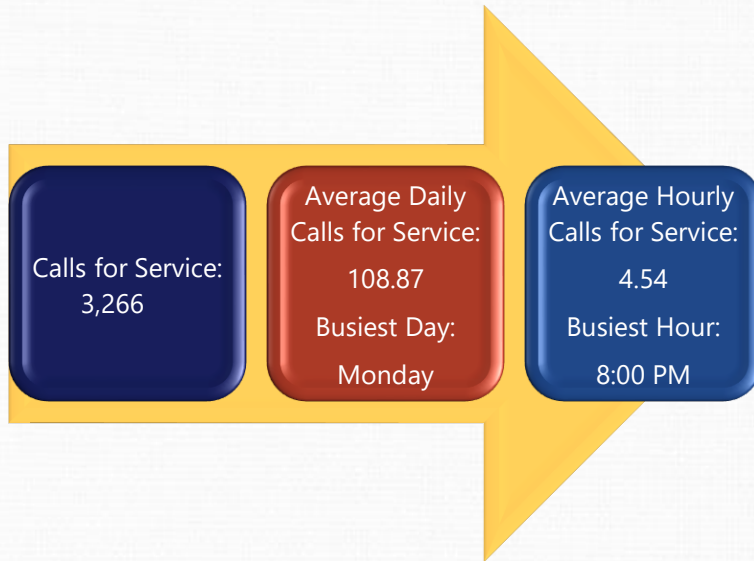
## Nuisance Violations



# Animal Control Calls



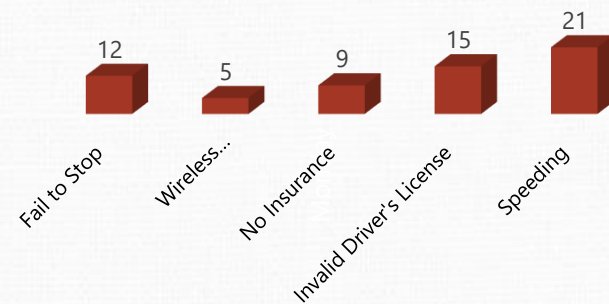
# Owatonna Police Department Crime Clock June 2025



The Owatonna Police Department issued a total of 128 citations and 232 warnings in June.



## Top 5 Citation Types

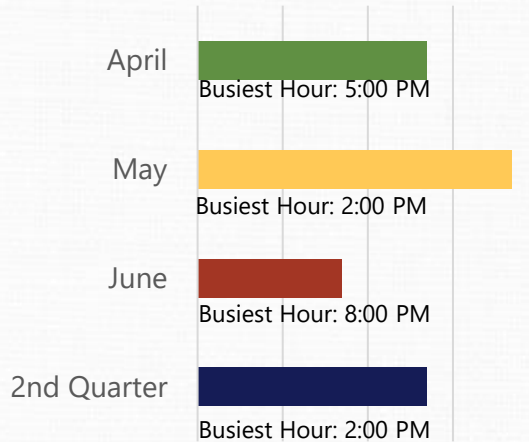


The above statistics are based on calls for service reports compiled monthly. Official crime data can be found via [Minnesota Crime Data Explorer](https://www.mn.gov/minn-crime).

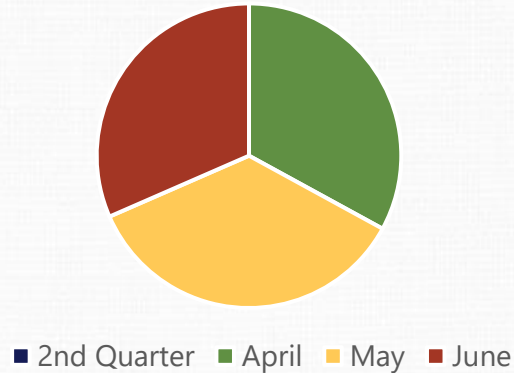


# Owatonna Police Department 2<sup>nd</sup> Quarter 2025 Service Analysis

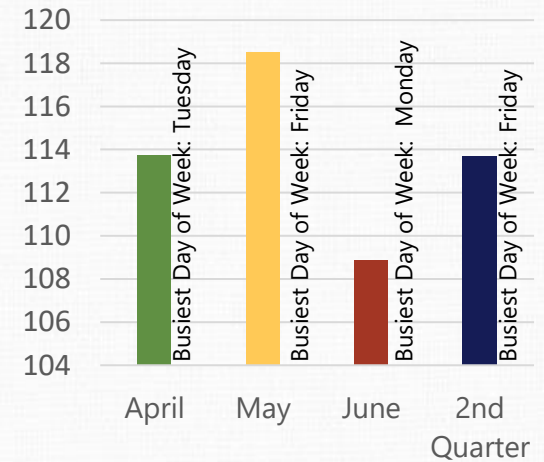
## Average Events Per Hour



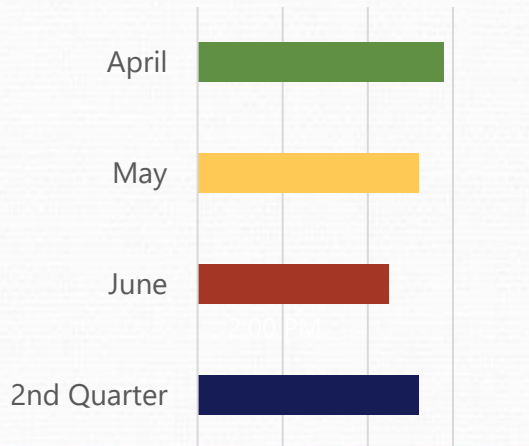
## Total Events



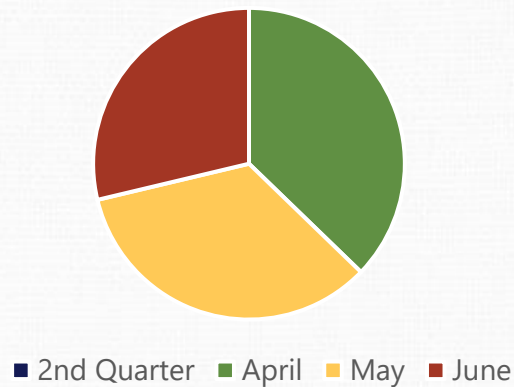
## Average Events Per Day



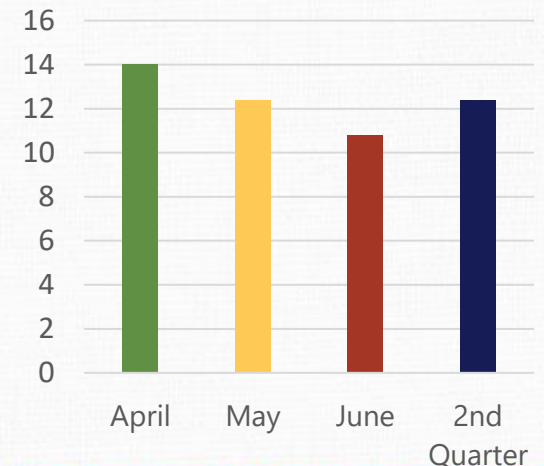
## Average Traffic Stops Per Hour



## Traffic Stops



## Average Traffic Stops Per Day





CITY OF  
**OWATONNA**

# **Licenses Permits**

**EP-25-37**

Events Permit

Application

Status: Active

Submitted On: 7/9/2025

**Primary Location**

No location

**Owner**

No owner information

**Applicant**

Lauren Kozelka



507-475-3248



owatonnagem@gmail.com



PO Box 964

Owatonna, MN 55060

---

## Event Information

**Event Name**

Gem Days

**Event Contact\***

Lauren Kozelka &amp; Justin Ohnstad

**Location of Event\***

Downtown Owatonna: Central Park, 100-300 Blocks of North Cedar

**Description of Event\* ?**

Commnity Event for all in conjunction with a August Downtown Thursday. Consisting of live music in the park, street vendors & family entertainment.

**Event Set Up Date**

08/07/2025

**Event Set Up Time\* ?**

12pm

**Actual Event Date\***

08/08/2025

**Actual Event Time\* ?**

7am-10pm

**Clean Up Date\***

08/09/2025

**Clean Up Time ?**

3pm

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

Canceled

Estimated Attendance\* ?

5000

---

## Application Information

Sponsoring Organization Name\*

Owatonna Business Partnership

Mailing Address\*

PO 964

City\*

Owatonna

State\*

MN

Zip\*

55060

Website Address\*

<https://owatonnabusiness.org/>

## Primary Contact

Name\*

Lauren Kozelka & Justin Ohnstad

Phone Number\*

507-475-3248 Lauren

Cell Phone

507-456-5153 Justin

Email Address\*

owatonnagem@gmail.com

## Primary On-site Contact

Name\*

Justin Ohnstad

Cell Phone\*

507-456-5153

## Alternate On-site Contact

Name\*

Lauren Kozelka

Cell Phone\*

507-475-3248

## Refer Media or Citizen Inquiries To:

Name\*

Lauren Kozelka

Phone\*

507-475-3248

---

## Event Features

City Streets or Right-of-Way\*

Yes

Start/End Time\*

6:00AM-Saturday 3:00pm

Date\*

08/08/2025

Name of Requested Street(s)\*

Central Park, 100-300 Blocks of North Cedar

Alleys\*

No

City Sidewalks or Trails\*

Yes

Start/End Time\*

6:00AM

Date\*

08/08/2025

Public Parking Lots or Spaces\*

Yes

Start/End Time\*

6:00AM-Saturday 3:00pm

**Date\***

08/08/2025

**Parks\***

Yes

**Start/End Time\***

6:00AM-Saturday 3:00pm

**Date\***

08/08/2025

**Name of Requested Park(s)\***

Central Park

**Will any signs/banners be put up?\***

Yes

**Number and Size\***

Yes, Sail Flags in Planters Posters in Band Shell

**Will there be any inflatables?\***

Yes

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

**Will there be entertainment?\***

Yes

**What Type\***

Music and Entertainment

**Will sound amplification be used?\***

Yes

**Type\***

Band

**Hours\***

7:00pm-10:00pm

**Will sound be amplified after 10:00pm?\***

No

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

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

No

**Will there be temporary fencing?\*** ?

No

**Will merchandise/food items be sold?\***

Yes

**How many vendors expected?\***

40

**Will food be prepared on site?\***

Yes

**Will alcohol be sold?\***

Yes

**Who will be providing the liquor license?\***

Owatonna Business Partnership

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

No

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

**Will this event require a Temporary Liquor Permit?\***

Yes

*Additional documentation and fees are required*

**Will there be a fireworks display?\***

No

**Describe power needs and location of power source\***

All outlets in central park and 100-300 block of cedar

**Describe level of advertisement\* ?**

Social Media, Radio and Print

**Have adjacent property owners been notified of this event?\***

Yes

*Signatures required.*

**Will the event need barricade(s)?**

**Number Needed**

Yes

12

**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 507-456-5028 to make arrangements. *Fees may apply.*

**Will the event need cones?\***

**Number Needed\***

Yes

100

**Size Needed\***

Large



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

**Will Central Park Stage be used?\***

**Number Needed\***

Yes

1

**Will there be any horses?\***

No

**Describe trash removal and cleanup plan during and after event\***

City Trash Bins all with supplemental bins from Skjeveland

**Will event need traffic control?\***

No

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

Cones and Barricades

**Will "No Parking" signs be needed?\***

**Number Needed\***

Yes

100

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

**Will event need security?\***

**Will event need Emergency Medical Services?\***

No

No

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

Pay close attention to the weather, shut down event if serve weather is imminent

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

**Name\***

Justin Ohnstad

**Phone Number\***

507-456-5153

**Email\***

justinohnstad@yahoo.com

**List any other pertinent information**

This event with in partnership with Downtown Owatonna (August 7th) barricades and cones and no parking signs can be left from that event and be picked up on Saturday, August 9th at 3:00pm

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

---

## Central Park Stage Usage Information

**Time\***

8:00am-10:00pm

**Open\***

8am

Close\*

10pm

Sound or Light Person Needed\*

No

Size of Group that will be on stage\*

5

Type of Group\* ?

Band

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

Brad Meier

***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\*

✓ Lauren Kozelka and Justin Ohnstad  
Jun 17, 2025

---

## Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes

🔒 Police Department Approval / Comments / Notes

🔒 Public Works Department Approval / Comments / Notes

🔒 Building & Inspection

🔒 Date to Council

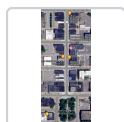
—

🔒 Council Notes

🔒 Items Needed

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## Attachments



### Site Plan

Site Map-Gem Days.png

Uploaded by Lauren Kozelka on Jul 9, 2025 at 9:28 AM

REQUIRED

| Label                                                                                                             | Activated | Completed | Assignee | Due Date | Status   |
|-------------------------------------------------------------------------------------------------------------------|-----------|-----------|----------|----------|----------|
|  Event Approval Summary Issuance | -         | -         | -        | -        | Inactive |
|  Public Works Event Tasks        | -         | -         | -        | -        | Inactive |

E Rose St



The Kitchen  
American • \$

1

Courtyard by Marriott  
Owatonna Downtown

4.6 (52)

3-star hotel



ey's Restaurant & Bar  
American • \$\$



OTB Cafe - Old  
Town Bagels

E Vine St



anch  
\$

Broadway

Federate

W Park Square

Central Park

ion  
- \$\$



Page 49 of 217

E Main St



# Steele County Free Fair

1525 South Cedar Avenue • P.O. Box 650

Owatonna, Minnesota 55060

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

Website: [www.scff.org](http://www.scff.org)

E-mail: [steelecountyfreefair@scff.org](mailto:steelecountyfreefair@scff.org)

## EXECUTIVE BOARD

Scott Kozelka  
Manager

Dan Deml  
President

Wayne Steele  
Vice President

Tim Arlt  
Treasurer

## DIRECTORS

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



July 2, 2025

## **ADDENDUM 1**

Addendum to Steele County Free Fair Special Event Permit

**OWATONNA STREET DEPARTMENT AND OWATONNA LAW ENFORCEMENT**

### **Owatonna Street Department**

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

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

### **Sunday, August 10, 2025:**

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

### **Monday, August 11, 2025:**

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

### **Fair Starts-Tuesday, August 12, 2025:**

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

### **Wednesday, August 13, 2025 - Saturday, August 16, 2025:**

- Sweep Streets-early morning.

### **Fair Closes-Sunday, August 17, 2025:**

- Sweep Streets -early morning.

### **Monday, August 18, 2025:**

- Sweep streets in open areas if possible.

Submitted by

Scott Kozelka  
Manager

Good Vibes in 2025

August 12-17





# Steele County Free Fair

1525 South Cedar Avenue • P.O. Box 650  
Owatonna, Minnesota 55060  
Telephone: 507-451-5305 • Fax: 507-451-4154  
Website: [www.scff.org](http://www.scff.org)  
E-mail: [steelecountyfreefair@scff.org](mailto:steelecountyfreefair@scff.org)

## EXECUTIVE BOARD

Scott Kozelka  
Manager

Dan Deml  
President

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Sandy Jirele  
Mike Hamilton  
Glen Meger  
Doug Meier  
Roger Noble  
Josh Prokopec  
Brent Svenby

July 2, 2025

## **ADDENDUM 2**

Owatonna City Council  
540 West Hills Circle  
Owatonna, MN 55060

Dear City Council Members,

The following is a list of the streets adjacent to the fairgrounds which the Fair Board would appreciate having posted for "No Parking" from August 12-17, 2025 for safety and traffic flow reasons.

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

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

Sincerely,

Scott Kozelka  
Manager

Good Vibes in 2025  
August 12-17





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 |  |
| Steele County Fee Fair             |  | 1871                                                                                                                                                      |       | 41-6038084        |  |
| Organization Address (No PO Boxes) |  | City                                                                                                                                                      | State | Zip Code          |  |
| 1525 S Cedar Ave                   |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Name of person making application  |  | Business phone                                                                                                                                            |       | Home phone        |  |
| Scott Kozelka                      |  | 507-451-5305                                                                                                                                              |       | 807-363-6093      |  |
| Date(s) of event                   |  | Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer                                                       |       |                   |  |
| August 10-14, 2025                 |  | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit |       |                   |  |
| Organization officer's name        |  | City                                                                                                                                                      | State | Zip Code          |  |
| Scott Kozelka                      |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Organization officer's name        |  | City                                                                                                                                                      | State | Zip Code          |  |
| Dan Deml                           |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Organization officer's name        |  | City                                                                                                                                                      | State | Zip Code          |  |
| Timothy Arlt                       |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |

Location where permit will be used. If an outdoor area, describe.  
Steele County Fairgrounds, Owatonna MN

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.  
West Bend Mutual Insurance Company Policy #A97985003, coverage one-million.

APPROVAL

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

|                                                                                                                    |                               |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------|
| City of Owatonna                                                                                                   | Date Approved                 |
| City or County approving the license                                                                               | 8/10/2025 - 8/14/2025         |
| \$50.00                                                                                                            | Permit Date                   |
| Fee Amount                                                                                                         | jeanette.clawson@owatonna.gov |
| Event in conjunction with a community festival <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City or County E-mail Address |
| 26,735 - MN State Demographic Center Estimate 2024                                                                 |                               |
| 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**



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 |  |
| Steele County Fee Fair                                            |  | 1871                                                                                                                                                      |       | 41-6038084        |  |
| Organization Address (No PO Boxes)                                |  | City                                                                                                                                                      | State | Zip Code          |  |
| 1525 S Cedar Ave                                                  |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Name of person making application                                 |  | Business phone                                                                                                                                            |       | Home phone        |  |
| Scott Kozelka                                                     |  | 507-451-5305                                                                                                                                              |       | 807-363-6093      |  |
| Date(s) of event                                                  |  | Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer                                                       |       |                   |  |
| August 15-19, 2025                                                |  | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit |       |                   |  |
| Organization officer's name                                       |  | City                                                                                                                                                      | State | Zip Code          |  |
| Scott Kozelka                                                     |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Organization officer's name                                       |  | City                                                                                                                                                      | State | Zip Code          |  |
| Dan Deml                                                          |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Organization officer's name                                       |  | City                                                                                                                                                      | State | Zip Code          |  |
| Timothy Arlt                                                      |  | Owatonna                                                                                                                                                  | MN    | 55060             |  |
| Location where permit will be used. If an outdoor area, describe. |  |                                                                                                                                                           |       |                   |  |
| Steele County Fairgrounds, Owatonna MN                            |  |                                                                                                                                                           |       |                   |  |

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.  
West Bend Mutual Insurance Company Policy #A97985003, coverage one-million.

APPROVAL

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

|                                                                                                                    |                               |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------|
| City of Owatonna                                                                                                   | Date Approved                 |
| City or County approving the license                                                                               | 8/15/2025 - 8/19/2025         |
| \$50.00                                                                                                            | Permit Date                   |
| Fee Amount                                                                                                         | jeanette.clawson@owatonna.gov |
| Event in conjunction with a community festival <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City or County E-mail Address |
| 26,735 - MN State Demographic Center Estimate 2024                                                                 |                               |
| 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**

**EP-25-35**

Events Permit

Application

Status: Active

Submitted On: 7/5/2025

**Primary Location**

No location

**Owner**

No owner information

**Applicant**

Marci Phillips



763-248-3695



marci1632@gmail.com



701 Churchill Drive

Owatonna, MN 55060

---

**Event Information****Event Name**

Block Party

**Event Contact\***

Marci Phillips

**Location of Event\***

701 Churchill Drive

**Description of Event\* ?**

Block Party for Churchill Drive and Truman Avenue Residents

**Event Set Up Date**

09/06/2025

**Event Set Up Time\* ?**

12:00

**Actual Event Date\***

09/06/2025

**Actual Event Time\* ?**

5:00

**Clean Up Date\***

09/07/2025

**Clean Up Time ?**

12:00

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

Canceled

Estimated Attendance\* ?

50

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## Application Information

Sponsoring Organization Name\*

Marci & David Phillips

Mailing Address\*

701 Churchill Drive

City\*

Owatonna

State\*

MN

Zip\*

55060

Website Address\*

NA

## Primary Contact

Name\*

Marci Phillips

Phone Number\*

NA

Cell Phone

763-248-3695

Email Address\*

marci1632@gmail.com

## Primary On-site Contact

Name\*

Marci Phillips

Cell Phone\*

763-248-3695

## Alternate On-site Contact

Name\*

Dale Phiefter

Cell Phone\*

507-456-2987

## Refer Media or Citizen Inquiries To:

Name\*

NA

Phone\*

NA

---

## Event Features

City Streets or Right-of-Way\*

Yes

Start/End Time\*

5:00

Date\*

09/06/2025

Name of Requested Street(s)\*

Churchill Drive

Alleys\*

No

City Sidewalks or Trails\*

No

Public Parking Lots or Spaces\*

No

Parks\*

No

Will any signs/banners be put up?\*

No

Will there be any inflatables?\*

No

**Will there be entertainment?\***

No

**Will sound amplification be used?\***

No

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

No

**Will there be temporary fencing?\*** ?

No

**Will merchandise/food items be sold?\***

No

**Will food be prepared on site?\***

No

**Will alcohol be sold?\***

No

**Will this event require a Temporary Liquor Permit?\***

No

**Will there be a fireworks display?\***

No

**Describe power needs and location of power source\***

Provided by homeowners

**Describe level of advertisement\*** ?

Invites given to residents

**Have adjacent property owners been notified of this event?\***

Yes

*Signatures required.*

**Will the event need barricade(s)?**

No

**Will the event need cones?\***

Yes

**Number Needed\***

6

**Size Needed\***

Large

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

**Will Central Park Stage be used?\***

No

**Will there be any horses?\***

No

**Describe trash removal and cleanup plan during and after event\***

Provided by hosts

**Will event need traffic control?\***

No

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

Small event / no crowd control 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?\***

Everyone will return to their homes

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

**Name\***

Marci Phillips

**Phone Number\***

763-248-3695

**Email\***

marci1632@gmail.com

**List any other pertinent information**

NA

**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\*

✓ Marci Annette Phillips  
Jul 5, 2025

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## Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes

 **Police Department Approval / Comments / Notes**

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

 **Building & Inspection**

 **Date to Council**

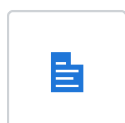
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 **Council Notes**

 **Items Needed**

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## Attachments

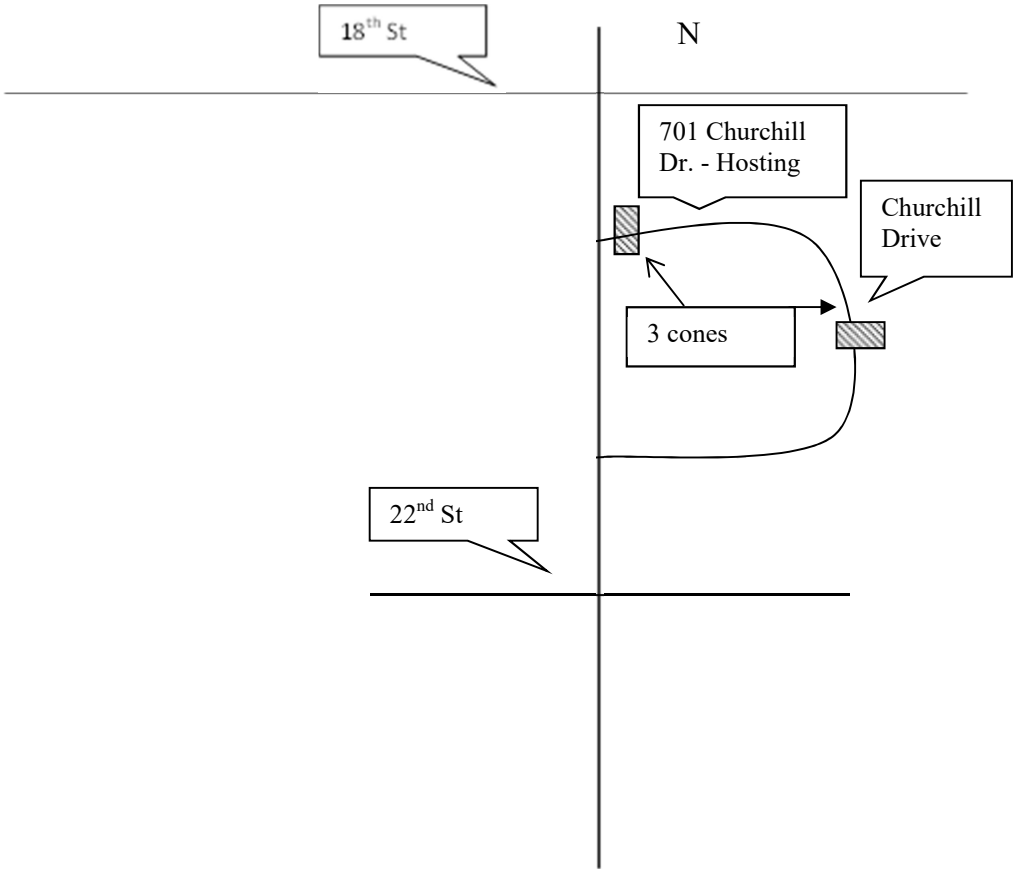


### Site Plan

Site Plan.pdf

Uploaded by Marci Phillips on Jul 5, 2025 at 12:04 PM

**REQUIRED**



**EP-25-36**

Events Permit

Application

Status: Active

Submitted On: 7/7/2025

**Primary Location**

No location

**Owner**

No owner information

**Applicant**

Jennifer Hansen



507-456-7904



hjhsentwo@gmail.com



639 17th St SE

Owatonna, MN 55060

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**Event Information****Event Name**OHRC - Welcome Week: Meeting on the  
Field**Event Contact\***

Jennifer Hansen

**Location of Event\***

Daiken Field - 1100 Rice Lake Road, Owatonna, MN 55060

**Description of Event\* ?**

Multi-Cultural Soccer Game: Meeting on the Field. Two team will compete on the field for this community event sponsored by the Owatonna Human Rights Commission.

**Event Set Up Date**

09/06/2025

**Event Set Up Time\* ?**

5:00 - 6:30 p.m.

**Actual Event Date\***

09/06/2025

**Actual Event Time\* ?**

6:30 - 8:00 p.m.

Clean Up Date\*

09/06/2025

Clean Up Time ?

8:00 - 9:00 p.m.

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

Canceled

Estimated Attendance\* ?

100

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## Application Information

Sponsoring Organization Name\*

Owatonna Human Rights Commission

Mailing Address\*

540 West Hills Circle

City\*

Owatonna

State\*

Minnesota

Zip\*

55060

Website Address\*

<https://www.owatonna.gov/635/Human-Rights-Commission>

## Primary Contact

Name\*

Jennifer Hansen

Phone Number\*

507-456-7904

Cell Phone

507-456-7904

Email Address\*

[hjhansentwo@gmail.com](mailto:hjhansentwo@gmail.com)

## Primary On-site Contact

**Name\***

Jennifer Hansen

**Cell Phone\***

507-456-7904

### **Alternate On-site Contact**

**Name\***

Jessica Bjore

**Cell Phone\***

612-616-8053

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

**Name\***

Jessica Bjore

**Phone\***

612-616-8053

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## **Event Features**

**City Streets or Right-of-Way\***

No

**Alleys\***

No

**City Sidewalks or Trails\***

No

**Public Parking Lots or Spaces\***

No

**Parks\***

No

**Will any signs/banners be put up?\***

Yes

**Number and Size\***

We have an 8 foot banner that will be hung on the fencing with zip ties. This will be removed at the end of the event.

**Will there be any inflatables?\***

No

**Will there be entertainment?\***

No

**Will sound amplification be used?\***

Yes

**Type\***

Hand Held PA System

**Hours\***

6:30 - 8:00 p.m.

**Will sound be amplified after 10:00pm?\***

No

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

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

No

**Will there be temporary fencing?\*** ?

No

**Will merchandise/food items be sold?\***

Yes

**How many vendors expected?\***

1

**Will food be prepared on site?\***

Yes

**Will alcohol be sold?\***

No

**Will this event require a Temporary Liquor Permit?\***

No

**Will there be a fireworks display?\***

No

**Describe power needs and location of power source\***

No power needs for the event



**Describe level of advertisement\* ?**

This will be advertised on the City of Owatonna Facebook and Instagram sites, The Owatonna People's Press, Steele County Times, and Owatonna Live.

**Have adjacent property owners been notified of this event?\***

No

**Will the event need barricade(s)?**

No

**Will the event need cones?\***

No

**Will Central Park Stage be used?\***

No

**Will there be any horses?\***

No

**Describe trash removal and cleanup plan during and after event\***

The trash from the event will be bagged and removed following the event by the OHRC board members.

**Will event need traffic control?\***

No

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

There will be 7 Owatonna Human Rights Commission members dressed in city shirts, with name tags available to monitor the event and do crowd control. This is a family friendly event that has been hosted by the OHRC for the past 3 years.

**Will "No Parking" signs be needed?\***

No

**Will event need security?\***

No

**Will event need Emergency Medical Services?\***

No

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

If there is inclement weather the event will be canceled. Should the weather become severe during the event, attendees will be advised to leave the park and seek shelter.

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

**Name\***

Jennifer Hansen

**Phone Number\***

507-456-7904

**Email\***

hjhansentwo@gmail.com

**List any other pertinent information**

The Owatonna Human Rights Commission would also like to use the Rec on the Go Trailer. We have confirmed the availability of both the fields and the Rec on the Go trailer with Drake Simonson and Carter (Supervisor of the program)

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

## Applicant Signature

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

Signature of Applicant\*

✓ Jennifer J Hansen  
Jul 7, 2025

---

## Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes

🔒 Police Department Approval / Comments / Notes

🔒 Public Works Department Approval / Comments / Notes

🔒 Building & Inspection

🔒 Date to Council

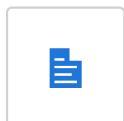
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🔒 Council Notes

🔒 Items Needed

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## Attachments



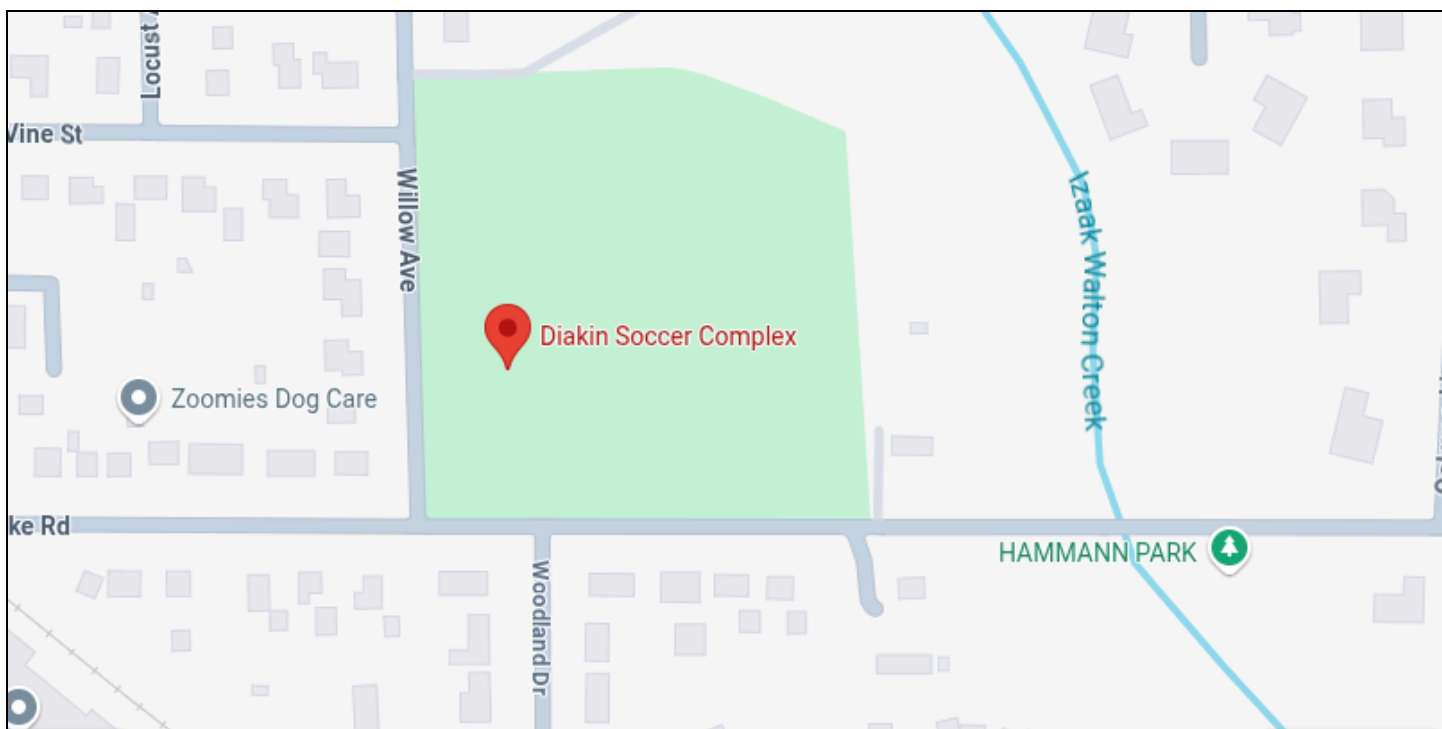
### Site Plan

REQUIRED

Owatonna Human Rights Welcome Week\_ Meeting on the Field - Google Docs.pdf

Uploaded by Jennifer Hansen on Jul 7, 2025 at 2:21 PM

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## **Owatonna Human Rights Welcome Week: Meeting on the Field**

The event will be held on September 6th from 6:30 - 8:00 p.m.

Location: Daikin Field - 1100 Rice Lake Road, Owatonna

Banner will be hung on the fence located on Rice Lake Road side.

Attendees will park in the parking lot located in Daikin Field.

We have requested the use of the Rec on the Go Trailer to work with small children at the event. This will be hosted by OHRC Board Members and 1 staff member.

Edel Fernandez will officiate the soccer game.

Owatonna Human Rights Commissioners will be onsite during the entire event: Jessica Bjore (Chair), Julia Seykora (Vice Chair), Mustafe Ismael (Secretary), Jen Hansen, Joshiah Hult, Sherry Hill, Edgar Esquivel

**LG220 Application for Exempt Permit**

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

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

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

**Application Fee (non-refundable)**

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

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

**ORGANIZATION INFORMATION**

Organization Name: Owatonna Boys Soccer Boosters

Previous Gambling Permit Number: X-\_\_\_\_\_

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: 1527 SW 62nd Ave

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

Name of Chief Executive Officer (CEO): Timothy VanGelder

CEO Daytime Phone: 319-541-0787 CEO Email: owatonnaboysoccerboosters@gmail.com

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

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

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

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

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

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

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

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

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Owatonna Soccer Complex

Physical Address (do not use P.O. box): 841 14th Street SE

Check one:

☒ City: Owatonna Zip: MN County: Steele

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): September 30th, 2025

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

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

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

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

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

☒ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: Owatonna

Signature of City Personnel:  
Jeannette Clawson

Title: Admin Coordinator Date: 7/3/25

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

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

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: Timothy VanGelder Date: 6/11/25  
(Signature must be CEO's signature; designee may not sign)

Print Name: Timothy VanGelder

**REQUIREMENTS**

**Complete a separate application for:**

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

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

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

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

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

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

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

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

**Questions?**

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

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

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

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

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

An equal opportunity employer





Minnesota 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 |  |
| MSB, LLC                           |                                                                                                                                                | June 2018            |           |                   |  |
| Organization Address (No PO Boxes) |                                                                                                                                                | City                 | State     | Zip Code          |  |
| 210 N Oak Ave; Suite 1             |                                                                                                                                                | Owatonna             | Minnesota | 55060             |  |
| Name of person making application  |                                                                                                                                                | Business phone       |           | Home phone        |  |
| Bill Cronin                        |                                                                                                                                                | 5074136281           |           |                   |  |
| Date(s) of event                   | Type of organization <input type="checkbox"/> Microdistillery <input checked="" type="checkbox"/> Small Brewer                                 |                      |           |                   |  |
| 9/14/2025                          | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit |                      |           |                   |  |
| Organization officer's name        | City                                                                                                                                           | State                | Zip Code  |                   |  |
| Bill Cronin - President            | Owatonna                                                                                                                                       | Minnesota            | 55060     |                   |  |
| Organization officer's name        | City                                                                                                                                           | State                | Zip Code  |                   |  |
|                                    |                                                                                                                                                | Minnesota            |           |                   |  |
| Organization officer's name        | City                                                                                                                                           | State                | Zip Code  |                   |  |
|                                    |                                                                                                                                                | Minnesota            |           |                   |  |

Location where permit will be used. If an outdoor area, describe.  
Corporate Event at Mineral Springs Park

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.  
Cincinnati pol# ETD0503616; \$1M limit

**APPROVAL**

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

|                                                                                                         |  |                               |  |
|---------------------------------------------------------------------------------------------------------|--|-------------------------------|--|
| City of Owatonna                                                                                        |  | Date Approved                 |  |
| City or County approving the license                                                                    |  | Friday, September 14, 2025    |  |
| \$50.00                                                                                                 |  | Permit Date                   |  |
| Fee Amount                                                                                              |  | jeanette.clawson@owatonna.gov |  |
| Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No |  | City or County E-mail Address |  |
| 26,735 - MN State Demographer Est 2024                                                                  |  |                               |  |
| Current population of city                                                                              |  |                               |  |

|                                                    |                                         |
|----------------------------------------------------|-----------------------------------------|
| Kris M. Busse, City Administrator                  | Signature City Clerk or County Official |
| Please Print Name of 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**





CITY OF  
**OWATONNA**

# Miscellaneous



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: David Beaver, Airport Manager  
SUBJECT: Airport Commercial Use Terminal / Hangar Space Lease Agreement Renewal - Accelerated Aviation

**Purpose:**

Request approval to renew an Airport Commercial Use Terminal/Hangar Lease Agreement with Accelerated Aviation.

**Background:**

Accelerated Aviation has been operating a commercial flight school at the airport since February of 2020 under a commercial use terminal and hangar space agreement that has now expired. Over the initial five years of the agreement the company has experienced significant growth and would like to continue operations under a renewed agreement.

The renewal agreement with Accelerated Aviation is for an additional five-year term expiring on June 30, 2030, and includes the rental of available office (1,880 SF) and hangar (4,500 SF) premises in the airport terminal area facilities. This increases the rented office area by approximately 260 SF over the original agreement to help accommodate growth and service area needs.

The Airport Commission has reviewed and recommends approval.

**Budget Impact:**

The agreement provides for an escalating per square foot rental rate structure to match the five-year term. The combined annual office and hangar premises rental revenues are projected as follows:

|         |           |
|---------|-----------|
| Year 1: | \$ 33,036 |
| Year 2: | \$ 34,632 |
| Year 3: | \$ 36,228 |
| Year 4: | \$ 37,824 |
| Year 5: | \$ 39,420 |

The service will also result in continued revenues through fuel sales from the operation of aircraft.

**Staff Recommendation:**

Staff recommends approval subject to City Attorney approval.

**Attachments:**

1. Accelerated Aviation Commercial Use Terminal and Hangar Space L

## AIRPORT COMMERCIAL USE TERMINAL / HANGAR SPACE LEASE

THIS AGREEMENT made this 1st day July of 2025 by and between the City of Owatonna, Minnesota, a municipal corporation, Lessor, hereinafter referred to as “City” and Accelerated Aviation Instruction LLC a Minnesota Company, Lessee, hereinafter referred to as “Lessee”.

1. Lease of Airport Property; Premises. For and in consideration of the rents and covenants hereafter set forth, City leases to Lessee the following described premises at the City of Owatonna Municipal Airport, Steele County, Minnesota:

- a. Terminal Office Space 1,880 Square Feet (SF) as depicted on Exhibit A which is made a part hereof and incorporated herein by reference.
- b. Hangar Space. 4,500 Square Feet (SF) Dome Hangar #10, (Does Not Include Any Mezzanine/Upper Level Space), The aircraft stored within the hangar space provided shall be used only for the purposes of flight instruction, aircraft rental, and aircraft sales.

2. Use of the Airport. Lessee has the privilege of using the public portions of the Airport in common with other users. Lessee shall have the right to conduct all operations authorized pursuant to the terms of this Lease, provided, however, that this Lease shall not be deemed to grant to Lessee or those claiming under Lessee the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to rules, standards and conditions as now exist or may be enacted in the future by City, State of Minnesota, or the United States. Lessee is subject to customary fees and charges for such use as may be established from time to time by City. City reserves the right to enter at any time upon the premises for the purpose of inspection to determine compliance with the terms of this Lease. Reasonable effort will be made to notify Lessee of such entry before entry is made. If the City enters the premises in the absence of the Lessee, the City will ensure that access to the premises will be limited to authorized city personnel and that the premises will be secured following such access.

3. Term.

The term of this Agreement shall be for five (5) years commencing July 1, 2026 and ending June 30, 2030, unless earlier terminated. After the expiration of the initial (5) year term on June 30, 2030, unless terminated pursuant to Section 20, the City, at its sole discretion may enter into a new Lease with Lessee upon terms then mutually acceptable to City and Lessee.

4. Rent.

- a. **Office Space (1,880 Rentable Square Feet)** The office space annual rental rate shall be according to the following schedule:

Year 1 (07/01/25 – 06/30/26): 1,880 SF x \$8.00/SF = \$/YR = \$ 1,253.00/Month

Year 2 (07/01/26 – 06/30/27): 1,880 SF x \$8.25/SF = \$/YR = \$ 1,292.00/Month  
 Year 3 (07/01/27 – 06/30/28): 1,880 SF x \$8.50/SF = \$/YR = \$ 1,332.00/Month  
 Year 4 (07/01/28 – 06/30/29): 1,880 SF x \$8.75/SF = \$/YR = \$ 1,371.00/Month  
 Year 5 (07/01/29 – 06/30/30): 1,880 SF x \$9.00/SF = \$/YR = \$ 1,410.00/Month

- b. **Hangar Space Dome Hangar #10 (4,500 Rentable Square Feet)** The hangar space annual rental rate shall be according to the following schedule:

Year 1 (07/01/25 – 06/30/26): 4,500 SF x \$4.00/SF = \$/YR = \$ 1,500.00/Month  
 Year 2 (07/01/26 – 06/30/27): 4,500 SF x \$4.25/SF = \$/YR = \$ 1,594.00/Month  
 Year 3 (07/01/27 – 06/30/28): 4,500 SF x \$4.50/SF = \$/YR = \$ 1,687.00/Month  
 Year 4 (07/01/28 – 06/30/29): 4,500 SF x \$4.75/SF = \$/YR = \$ 1,781.00/Month  
 Year 5 (07/01/29 – 06/30/30): 4,500 SF x \$5.00/SF = \$/YR = \$ 1,875.00/Month

- c. During the term of this lease, Lessee shall pay a monthly rental fee as specified above due and payable on the first of the month for each month of occupancy.

Delinquency Charge. if required payments are received later than the tenth of the month, there shall be a 10% penalty charged.

- d. All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as City may designate. Upon expiration of this lease the rental rate for the Premises may be adjusted at the discretion of the City upon any subsequent renewal.

5. Use of Premises.

- A. The Leased Premises shall be used only for the following purposes and for no other purpose by the Lessee: Check use(s).

☐ Aircraft storage  
☒ Aircraft sales  
☐ Sale of aircraft parts and accessories  
☐ Aircraft repair of Lessee owned aircraft  
☒ Flight and ground instruction  
☐ Flying for charter or hire  
☒ Aircraft rental  
☐ Construction of building  
☒ Other (specify) Use of Hangar #10 for the storage of aircraft used for the purposes of flight instruction and rental. Office space to be used for the conduct of business operations for the flight school.

- B. Use of the Leased Premises for any purpose not hereinbefore expressly provided shall constitute default hereunder and shall not be permitted except upon such terms as may be agreed upon between the parties hereto, and upon the approval of the City given in writing to the Lessee. In the event of



disapproval, the Lessee shall not conduct on the Leased Premises the business proposed to be conducted thereon.

6. Leasehold Improvements.

a. Trade Fixtures. During the term of this Lease, Lessee shall have the right, at its expense, to place in or on the premises trade Fixtures, furnishings, personal property, equipment and materials necessary to perform any services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Lessee.

b. Other Improvements. Any improvements requiring a permit including but not limited to internal structural changes, rebuilding, repair, fencing, outdoor signs, or additions shall be approved by Lessor in writing prior to the commencement of work. All such improvements shall remain property of the Lessor. In connection with such improvements, Lessee shall pay in full the cost of all labor and materials and will not suffer or permit any mechanics' liens to be made against the hangar, its appurtenances, or the title of the real estate which shall at all times remain in the City of Owatonna. If any lien is filed against the site, Lessee shall cause the satisfaction and release of such a lien within thirty (30) days of such filing or deliver to Lessor such security as Lessor may in its reasonable discretion require and Lessee commences promptly a contest of such a lien.

7. Operating Standards. In providing any of the authorized services or activities specified in this Lease, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- A. Lessee shall furnish service on a fair, reasonable and nondiscriminatory basis to all users of the airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the airport. Lessee shall charge a fair and nondiscriminatory market price for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- B. Lessee shall provide, at its sole expense, a reasonable and sufficient number of employees to provide effectively and efficiently the services required or authorized by this Lease.
- C. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates or qualifications as may be required by any governmental authority in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
- D. Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules

and regulations promulgated by City. Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.

- E. Lessee may erect suitable advertising signs on the Leased Premises to advertise Lessee's business, provided that the location, form, type, size, and method of installation shall first be approved by the City and shall be in compliance with all applicable municipal ordinances and regulations.
- F. Lessee agrees to comply with all rules and field regulations with respect to control of ground and air traffic and use of the airport which shall be set up from time to time by the Lessor, and the Lessee shall abide by all rules, regulations and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations on the said airport and with respect to the use of the Leased Premises. With respect to any municipal ordinance or other local regulation enacted by the City of Owatonna, Lessee shall be given prior notice of the adoption of such ordinance and regulation and the opportunity to be heard thereon, except where the ordinance or regulation is necessitated by an emergency or where the local ordinance or regulation is in response to the mandate of a federal, state or other governing body having paramount authority over the airport.
- G. The Lessee shall keep and maintain the Premises in good condition, order, and repair, and shall surrender the same, upon the expiration of the Agreement, in the condition in which they are required to be kept; reasonable wear and tear and damage by the elements not caused by the Lessee's conduct excepted.
- H. Hazardous Materials. Lessee shall not store hazardous materials on the leased premises except such materials as are normal and reasonably necessary for aircraft operation and maintenance. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all federal, state, county, and municipal rules, and regulations. Any spill or discharge shall be immediately reported to Lessor or other appropriate agency. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this Lease agreement.
- I. Hangar Door to be Closed. The Lessee is responsible for ensuring that the bi-fold hangar door is closed and latched at all times, except when entering or exiting the hangar. The Lessee agrees not to operate the bi-fold door in wind conditions gusting in excess of 30mph (26 knots). The Lessee is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the Lessee's failure to comply with this provision.



- J. Lessee shall be responsible for ensuring that the Premises or any part of the airport terminal common use areas are closed and locked when not in use and after during times other than airport posted hours of operation. This obligation shall apply whenever and only when these areas have been or remain open and unlocked due to the Lessee's use of the areas.

8. Non-Exclusive Right. It is not the intent of this Lease to grant to Lessee the exclusive right to provide any or all of the services described in Section 5 at any time during the term of this Lease. City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to Lessee.

9. Maintenance. Lessee shall keep and maintain the property in good order and repair and in a clean and neat condition. Lessee shall not permit any waste or nuisance on the leased premises or permit anything on the leased premises to interfere with the rights of other tenants of the City or users of the airport. In the event the premises are not properly maintained, the City, may after notice to the Lessee, cause the property to be maintained and the cost thereof will be billed to tenant as an administrative fee. In the event of non-payment the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

Lessee agrees to remove all accumulated snow and ice from sidewalk areas adjacent to the Office Building including the walks providing access to the street automobile parking lot. All accumulations of snow and ice shall be removed within 24 hours of snowfall.

10. Taxes, Assessments, and Other Charges. In addition to other charges identified in this Lease, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Upon request by the City, the Lessee shall provide proof of such payment.

11. Insurance. Lessee shall maintain the following insurance coverages:

- A. Comprehensive General Liability Insurance. Comprehensive general liability insurance, insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises and Product liability completed operations coverage for bodily injury and property damages arising out of the sale, distribution or service involving products or services that are provided. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and a \$2,000,000.00 aggregate for bodily injuries or deaths of persons or property damage occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Lessee or those for whom Lessee is responsible. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised



premises, independent contractors and contractual liability (covering the indemnity included in this lease agreement).

- B. Aircraft Liability Coverage. Aircraft liability coverage for bodily injury and property damages arising from operation of aircraft. Lessee must provide coverage for each aircraft used in the conduct of its business. The limits of coverage shall be not less than the following: Passenger bodily injury of \$100,000.00 per person and \$1,000,000.00 per occurrence.
- C. Workers' Compensation. Lessee shall provide a certificate showing statutory Minnesota workers' compensation insurance including Employer Liability Coverage with the following limits: (1.)\$500,000-Bodily Injury by disease per employee; (2) \$500,000-Bodily Injury by disease aggregate; (3.) \$500,000 –Bodily Injury by Accident.
- E. Certificate of Insurance. The City shall be named as an additional insured on each policy and shall be provided with a certificate of insurance evidencing the coverage required. All such policies shall include an endorsement requiring not less than thirty (30) days written notice to the City prior to any cancellation or reduction in the amount or terms of coverage. All such policies shall be in a form reasonably satisfactory to City and shall be issued by a reliable insurance company, subject to approval by the City.
- F. Any policy issued to the City of Owatonna providing duplicate or similar coverage shall be deemed excess over Lessee's policies.

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

12. Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold completely harmless the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

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

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

13. Assignment; Sublease. Lessee agrees that it will not sublet the Leased Premises or any part thereof or the hangars located thereon and will not assign this Lease or any interest therein, nor permit such Lease to become transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of subletting or assignment and that nothing whatever shall be held to be a waiver of supersede the necessity of such endorsement. Subletting for purposes of this paragraph does not include the rental of hangar space for airplane storage. The Lessor's consent to or denial of any sublease or assignment rests in its sole discretion.

Any assignments, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered and assignment within the meaning of this agreement and as a breach of the covenants hereof.

14. Utilities. Lessee shall pay for all utilities for Dome Hangar #10.

A portion of the utilities in the leased space calculated on a prorated square foot basis for the office area and shall be paid by the City and is included in the rent provided for in Section 4 for Office Area.

15. Ground Control; Air Traffic. Lessee shall comply with all rules, minimum standards, and field regulations with respect to control of ground and air traffic and use of the airport as established by City from time to time and Lessee shall abide by all rules, regulations, and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations and use of the leased premises.

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

17. Aviation Fuel. Lessee shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned or exclusively leased to Lessee. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

18. Parking of Vehicles. Lessee's private automobiles shall be allowed to be placed in the building for short periods of time. Auto parking on the apron or grass will not be permitted. All employee and customer automobile parking will be in the public vehicle parking lot.



19. Independent Contractor. In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of Lessee's employees shall be the responsibility of the Lessee.

20. Termination. This Lease shall be subject to termination by Lessor in the event of any one or more of the following events:

- a. Institution of voluntary bankruptcy proceedings by the Lessee.
- b. Institution of involuntary bankruptcy proceedings in which the Lessee thereafter is adjudged bankrupt.
- c. Assignment for the benefit of creditors of the interest of the Lessee under this Lease.
- d. Appointment of a receiver for the property or affairs of the Lessee.
- e. If Lessee shall vacate the demised premises.
- f. If Lessee shall refuse to take possession of the demised premises on the commencement date or shall permit the demised premises to remain unoccupied or unattended.
- g. If Lessee shall fail to pay any installments of rent or other charges required to be paid by Lessee within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- h. If Lessee shall fail to perform or observe any of its other obligations under this Lease for a period of thirty (30) days after written notice thereof to Lessee.
- i. Any violation of state, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in the immediate termination, without further notice, of this Lease at Lessor's option.
- j. This lease agreement may be cancelled and terminated by either party, without penalty, on giving a written notice of the intent to terminate to the other party four (4) months prior to the date of the intended termination, by sending the required notice to the party to be notified, postage prepaid, by certified mail return receipt requested, at the address specified for that party in the lease agreement, or by personal delivery to that party. This provision for termination shall not operate nor become effective until lessee has been in possession of the demised premises under this lease agreement for at least twelve (12) months.

The giving of the notice required in this section shall not release either lessor or lessee from full and faithful performance of all terms and conditions of this lease agreement during the continuing occupancy of lessee after the notice of termination but before lessee actually vacates the demised premises.

21. General Provisions.

- a. **Non Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenants or condition hereof.
- b. **Entire Agreement; Amendments.** This Lease represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Lease may only be amended or modified if done in writing and executed by all parties to this Lease.
- c. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- d. **Heading.** The headings used in this Lease are intended for convenience of reference only and do not define or limit the scope or meaning or any provision of this Lease.
- e. **Governing Law.** This Lease is to be construed in accordance with the laws of the State of Minnesota.
- f. **Commitments to Federal and State Agencies.** Nothing in this Lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.
- g. **Relationship of Parties.** Nothing contained in this Lease shall be deemed to create a partnership, association or joint venture between City and Lessee, or to create any other relationship between the parties other than that of Lessor and Lessee.
- h. **Multiple Parties.** If more than one person or entity is named as the Lessee, the obligations of the Lessee shall be the joint and several responsibilities of all persons or entities named as lessee.
- i. **Consent and Approvals.** Whenever in this Lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Owatonna City Council. When the consent or

approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

- j. **Notice.** Whenever under this Lease any notice is required, it shall be in writing and sent to; if the City addressed to the attention of the Airport Manager, 3400 West Frontage Road, Owatonna, MN 55060 and if to Lessee, addressed to Accelerated Aviation LLC, 3440 West Frontage Road, Owatonna, MN 55060.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective from the day and year first above written.

CITY OF OWATONNA, A  
MUNICIPAL CORPORATION, CITY

By: \_\_\_\_\_  
Mathew Jessop, Mayor

AND

By: \_\_\_\_\_  
Kris Busse, City Administrator

ACCELERATED AVIATION  
INSTRUCTION, LESSEE

By: \_\_\_\_\_

It's \_\_\_\_\_

AND

By: \_\_\_\_\_

It's \_\_\_\_\_

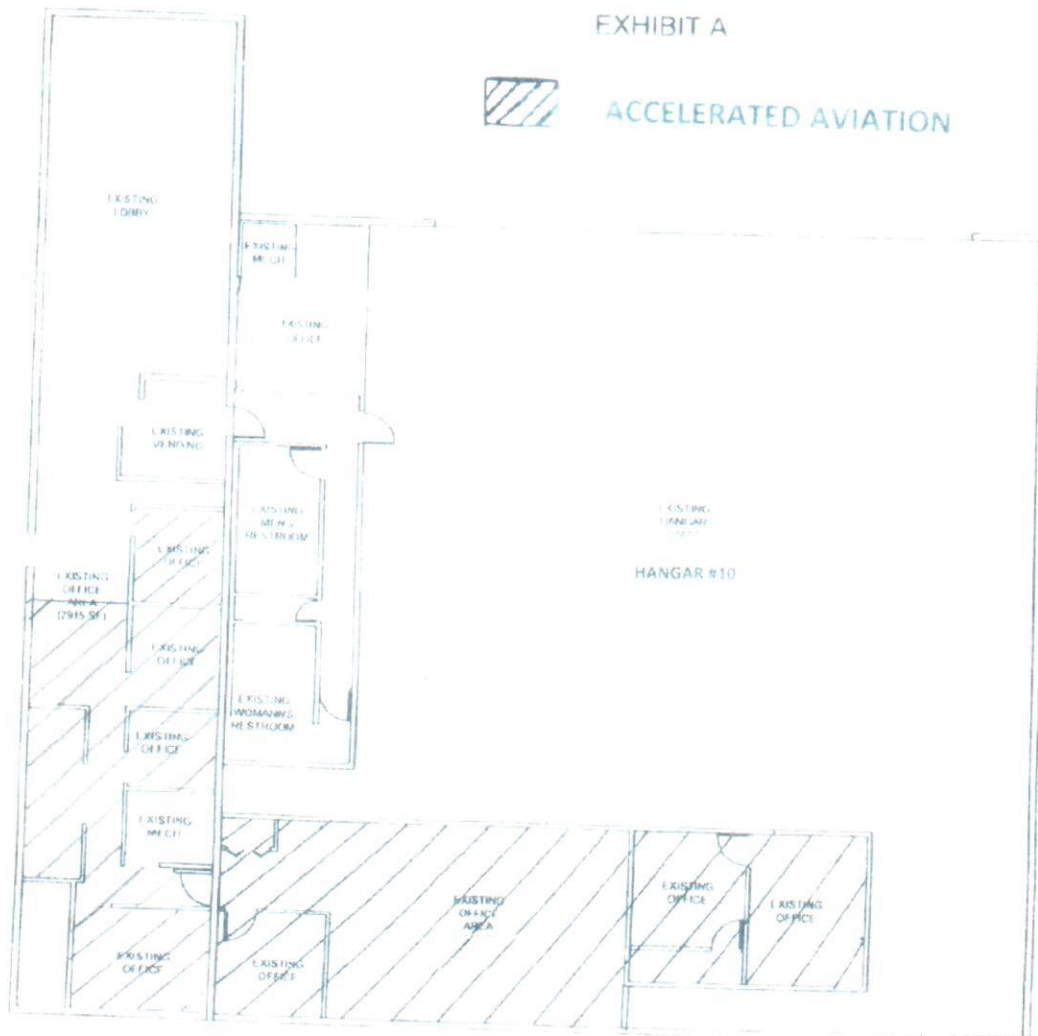
Date: \_\_\_\_\_



EXHIBIT A



ACCELERATED AVIATION





DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Therron Dieckmann, Park & Rec Director  
SUBJECT: Renew Service Contract - Cartegraph Locator - Leica Geosystems

**Purpose:**

Approve quote received to renew support and updates for geosystem locator used for Cartegraph.

**Background:**

This locator was purchased in 2022. This service agreement includes upgrades. This is for a two-year term.

**Budget Impact:**

\$120 - will be paid from the Park Maintenance Operating Budget.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

1. Quotation for Contract - US - 21801596 - Leica 2 years

## Quotation for Contract

No. 21801596

- when it has to be **right**



Mr. Rubin Seifert  
GIS Analyst  
CITY OF OWATONNA  
540 W HILLS CIR  
OWATONNA MN 55060

Date: 07/01/2025



### Your Reference

Customer No.: 54966  
Contact Person: Rubin Seifert

### Our Reference

Sales: Jason Hooten - (A01)  
Customer Care: Ron Sears  
Expiring Contract: 40609981

| Article No. | Qty. | Description                | Item Price | Total Price (USD) |
|-------------|------|----------------------------|------------|-------------------|
| 6017810     | 1    | 2 yr FLX100 plus Basic CCP | 120.00     | 120.00            |

Start Date: 08/31/2025

End Date: 08/30/2027

Covers the following product(s):

Leica Zeno FLX100 plus Smart Antenna

Serial No.: ZF10P662200254

Article No.: 958981

**Total**

**120.00**



Leica Geosystems Inc  
555 North Point Center East  
Suite 700  
Alpharetta GA 30022  
Telephone 770-326-9612

[www.leica-geosystems.com](http://www.leica-geosystems.com)



## Quotation for Contract

No. 21801596

- when it has to be **right**



### Terms

Validity: 07/31/2025  
Currency: USD  
Payment Terms: 30 days net

All support and maintenance services rendered under this Quotation are exclusively subject to the Manufacturer's, i.e. Leica Geosystems International Limited Warranty, ("International Limited Warranty") the General Terms and Conditions for Customer Care Packages ("CCP") by Leica Geosystems, ("CCP Terms and Conditions") and the General Conditions of Sale and Supply ("General Conditions of Sale and Supply") which you can find attached and which are made an integral part of this Quotation.

By signing this Quotation, Customer confirms to have read, understood and accepted all the provisions of this Quotation as well as all further documents related thereto.

The Quotation for a CCP Contract is binding for the Customer but subject to a written confirmation by Leica Geosystems. The final Contract comes into force upon Leica Geosystems sending a CCP Contract Form to the Customer.

In case of conflict between the terms of this Quotation, the CCP Terms and Conditions, the International Limited Warranty and/or the General Conditions of Sale and Supply, the following order of preference shall apply: 1. This Quotation, 2. CCP Terms and Conditions, 3. International Limited Warranty, 4. General Conditions of Sale and Supply.

Subject to the terms and conditions set out at <https://leica-geosystems.com/about-us/compliance-standards/legal-documents>

Place, Date \_\_\_\_\_

\_\_\_\_\_  
Customer Signature



Leica Geosystems Inc  
555 North Point Center East  
Suite 700  
Alpharetta GA 30022  
Telephone 770-326-9612

[www.leica-geosystems.com](http://www.leica-geosystems.com)



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Sean Murphy, Public Works Director  
SUBJECT: Professional Services - Land Surveying and Civil Engineering Agreement -  
Jones, Haugh & Smith

**Purpose:**

Requesting City Council approval of the agreement for professional services with Jones, Haugh, & Smith Inc for surveying and civil engineering design services.

**Background:**

As a result of homes being constructed too low for the local emergency overflow of stormwater in Condor PI NE, modifications to front, side, and rear yard grades should be incorporated to reduce the potential of stormwater impacting structures. The proposal includes survey and design services to understand what modifications can be made to improve emergency overflow conditions. The design will most likely include temporary and permanent acquisition (easements) to construct the improvements. Once completed, the City will work with property owners on obtaining easements.

**Budget Impact:**

The cost is not to exceed \$12,150 without prior approval.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

1. Proposal - City Owat - Condor PI NE EOF

**PRINCIPALS**

*Steven J. Thompson, P.L.S.  
Brian J. Johnson, P.E.  
Steven J. Penkava, P.E.  
John H. Schulte V, P.E.  
Scott A. Tuchtenhagen, P.L.S.*

*Established 1945*

Proposal for Land Surveying & Civil Engineering Services  
City of Owatonna  
Brad Rademacher  
Condor Place NE  
Lots 6-9, Block 1, Matthews Addition No. 2  
Owatonna, Minnesota

June 27, 2025

**PROJECT UNDERSTANDING**

- We understand that the north end of Condor PI NE acts as a local low point for 22<sup>nd</sup> Street and Condor PI NE.
- We understand that during some rain events, the existing storm sewer cannot drain the stormwater ponded in the street, and that the ponding elevation rises to flood the garage of 2260 Condor PI NE.
- We understand that eventual overflows travel between Lots 6-9 to the rear yards without drainage easement.
- We understand that the City desires to lower the ponding elevations by creating an overflow location to provide better protection for said structure and to obtain Drainage Easement for the overflow pathway.
- We understand the City is requesting a proposal to design, stake, and as-built said improvements.

**SUMMARY OF REQUIRED SERVICES**

We propose to provide Civil Engineering services to complete the following tasks:

**Data Collection:** JHS will obtain topographic survey data of the project area to be utilized for site design. We will request a “One-Call” utility locate and locate marked and visible public and private utilities, stormwater features, and structures.

**Feasibility Review:** JHS will provide a conceptual plan and review with the City Engineer prior to proceeding with final design and calculations.

**Site Design:** JHS will provide a site plan, grading plan, and erosion control plan for the site. Plans will show the existing and proposed improvements, detail the existing and finished grade elevations, and show relevant erosion and sediment control practices.

**Drainage Memorandum:** JHS will provide a Drainage Memorandum documenting the existing and proposed drainage patterns and design.

**Certificate of Survey for Drainage Easement:** JHS will provide a Drawing of Easement and legal description for the land encumbered by the proposed overflow pathway.

**Specifications:** Civil Engineering specifications will be on the plan sheets along with relevant Civil details.

**Statement of Estimated Quantities:** A statement of estimated quantities will be included on the plan sheets.

**Construction Services:** JHS will provide construction staking for the proposed work including construction limits and grade stakes. JHS will respond to RFI's regarding clarifying the design.

**Permit Applications:** No permit applications are anticipated.

**As-built Plans:** JHS will prepare an as-built plan of the site denoting as-built contours and critical spot elevations. Adobe .pdf files will be delivered.

**EXCLUSIONS:**

The following services are also not included but can be provided upon your request:

1. Construction Observation
2. ESC/SWPPP Inspections
3. Materials Testing
4. Administration of Bidding
5. Traffic Control Plans
6. Landscape Design
7. Gas or electrical service design
8. Earthwork Analysis and estimate
9. On-site meetings during construction
10. Review of Pay Requests
11. Warranty Services
12. Permit Applications / Application Fees
13. Additional insurance coverages

**ASSUMPTIONS**

This proposal is based upon the following assumptions:

1. Only modeling for Condor PI NE is required, no modeling of downstream conveyance or storage is required.
2. Only one easement is required
3. Access to Lots 6-9 is available
4. Civil plans will be in standalone, on JHS format 22x34 Sheets.
5. Our current insurance coverage is adequate
6. Our services are not subject to retainage

**PROJECT SCHEDULE**

Based on our current workload at the time of this proposal, we anticipate the following work durations once you have authorized us to proceed with the work:

Data Collection: Data collection will commence approximately 2 weeks after Notice to Proceed. We anticipate 2 day of data collection.

Site Design: Site Design will commence after receipt of survey data. We anticipate approximately 1 week of design to achieve a 90% plan set suitable for review and comment.

## **DELIVERABLES**

We foresee the following deliverables as part of the work:

1. .pdf of Civil Plan set on our standard 22x34 sheets including a Site Plan, Grading Plan, ESC Plan, Specifications, Statement of Quantities, and Details
2. Drainage Memorandum
3. As-built Plan

## **COMPENSATION**

The services described above will be completed for the following fees:

### **Design Services**

- |                                       |        |
|---------------------------------------|--------|
| 1. Data Collection:                   | \$4200 |
| 2. Feasibility Review                 | \$1585 |
| 3. Drainage Calculations, Memorandum: | \$1980 |
| 4. Construction Documents:            | \$1585 |
| 5. Drawing of Easement:               | \$400  |

### **Construction Services**

- |                          |       |
|--------------------------|-------|
| 6. Construction Staking: | \$800 |
|--------------------------|-------|

### **Post-Construction Services**

- |                   |        |
|-------------------|--------|
| 7. As-Built Plan: | \$1600 |
|-------------------|--------|

|               |                 |
|---------------|-----------------|
| <b>Total:</b> | <b>\$12,150</b> |
|---------------|-----------------|

We look forward to working with you on this project. Thank you for the opportunity to present this proposal.

JONES, HAUGH & SMITH INC  
CONSULTING ENGINEERS



John H. Schulte V, P.E.

## **PROPOSAL ACCEPTANCE**

We hereby accept the proposed services and authorize Jones Haugh & Smith to proceed:

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Dated: \_\_\_\_\_

## 2025 FEE SCHEDULE

(Per hour)

|                               |                       |
|-------------------------------|-----------------------|
| Professional Engineer         | 165.00                |
| Land Surveyor                 | 165.00                |
| LSIT                          | 155.00                |
| E.I.T                         | 155.00                |
| Senior Technician             | 140.00                |
| Junior Technician             | 130.00                |
| Clerical                      | 85.00                 |
| Supplies (hubs, stakes, etc.) | Cost                  |
| Mileage                       | IRS Reimbursable Rate |
| GPS Rover & Base              | 50.00                 |
| Robotic Instrument            | 50.00                 |
| ATV                           | 150.00/day            |
| Professional Engineer         | 165.00                |

## Terms of Proposal

### Jones, Haugh & Smith

The accompanying Proposal (hereinafter referred to as Proposal) is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as Terms) are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Jones, Haugh & Smith Inc (JHS). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

1. **Services:** JHS proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered “Additional Services” and will be invoiced on an hourly basis in addition to the stated fee arrangement.
2. **Information from Client:** JHS shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to JHS such information as is available to the Client and the Client’s consultants and contractors, and JHS shall be entitled to rely upon the accuracy and completeness thereof. The Client realizes that it is impossible for JHS to assure accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold JHS and JHS’s sub-consultants harmless from any claim, liability or cost, (including reasonable attorney’s fees and costs of defense) or injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the Client to JHS. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform JHS of any alleged defects in services provided or the project.
3. **Access to Site:** Unless otherwise stated, Client agrees to provide JHS with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. JHS will take precautions to minimize damage due



to these activities and the Client agrees to reimburse JHS for any costs associated with required restoration work.

4. **Standard of Care:** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of JHS's profession currently practicing under similar conditions. JHS makes no expressed or implied warranty with respect to its undertakings described herein.
5. **Certifications:** Any certification provided by JHS is a professional opinion based upon knowledge, information and beliefs available to JHS at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. JHS shall not be required to certify the existence of conditions whose existence JHS cannot reasonably ascertain.
6. **Project Approvals:** Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, JHS makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to JHS is not contingent upon project approval.
7. **Opinions or Estimates of Project Costs:** Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since JHS has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and JHS does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies
8. **Construction Phase Services:** If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that JHS is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.
9. **Ownership of Instruments of Service and Alteration of Instruments of Service:** All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by JHS under this agreement shall remain the property of JHS. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of JHS. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided. The Client shall not reuse or make any modification to the plans and specifications without prior written authorization from JHS. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless JHS from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or

modification of the construction documents by the Client or any person or entity that acquires or obtains Instruments of Service from or through the Client without the written authorization of JHS.

10. **Billings and Payments:** Invoices for JHS's services shall be submitted, at JHS's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. Timing of payments to JHS from the Client is not dependent on receipt of payment from the Project Owner. If the invoice is not paid within 30 days, JHS may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.
11. **Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 18% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
12. **Termination of Services:** The Client may terminate this agreement, upon written notice, or JHS should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay JHS for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
13. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed the amount of compensation received by the Engineer.
14. **Dispute Resolution:** Any claims or disputes made during or after the performance of services between JHS and the Client, with the exception of claims by JHS for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that JHS and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.
15. **Withdrawal of Proposal:** This proposal is valid for 30 days from the date of the Proposal. This Proposal constitutes a non-binding offer to perform services and JHS reserves the right to withdraw or modify this

Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph 17.

16. Insurance: The insurance carried by JHS at the date of this proposal is adequate for the project. If additional coverage or limits are required, JHS will attempt to obtain the requested coverage, at the Owner's expense. JHS and the Owner will list each other as additional insureds for the project at their own expense.
17. Agreement: If the Proposal is accepted, the Client and JHS may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to JHS and Client. Upon request by the Client, JHS may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between JHS and the Client.



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Sean Murphy, Public Works Director  
SUBJECT: Private Storm Sewer Agreement - 2710 Timber Ridge PI NE

**Purpose:**

Requesting Council approval of the Private Storm Sewer Agreement with David and Karen Legault allowing Lots 11 & 12 Block 2 of Majestic Oaks Addition to construct private storm sewer and connect to City storm sewer.

**Background:**

Due to unique grading and rear yard drainage issues between Timber Ridge PI NE and 26th St NE, the owner has requested to install private on-site storm sewer to alleviate ponding areas.

This stormwater agreement requires the owner to maintain the private facilities and continuously keep them in good working order. All maintenance responsibility lies with the property owner, and it is explicitly written that the City is held harmless from any liability resulting from the private facilities.

**Budget Impact:**

There is no budget impact to the City.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

None



CITY OF  
**OWATONNA**

# **Finance Report**

RECAP:

\$

23,548.49 Central Farm Service - fleet fuel

97,382.08 Hydro-Klean - 2025 CIPPS projects - pay est #3

40,800.00 Owatonna Area Chamber of Commerce

- 2nd half Main St contract \$25,000.00

- 2nd half Econ Development services \$15,000.00

- Chamber bucks - 3rd quarter anniversary award \$800.00

26,500.00 Terracon Consultants Inc - professional services -18th St SE

246,590.71 OTHER EXPENDITURES

434,821.28 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

| Check Number                           | Check Date | Vendor Name                    | Net Check Amount | Check Status | Check Type |
|----------------------------------------|------------|--------------------------------|------------------|--------------|------------|
| Cash Account: 999-19100-000-000-000000 |            |                                |                  |              |            |
| 383593                                 | 07/15/25   | A H HERMEL CANDY & TOBACCO CO  | 3,796.92         | R            | ACH        |
| 383594                                 | 07/15/25   | AFLAC                          | 2,738.34         | R            | ACH        |
| 383595                                 | 07/15/25   | ALEXANDER LUMBER COMPANY       | 319.28           | 0            | Regular    |
| 383596                                 | 07/15/25   | AMERICAN BACKFLOW PRODUCTS CO  | 468.78           | 0            | Regular    |
| 383597                                 | 07/15/25   | AMY TOWNLEY                    | 50.00            | 0            | Regular    |
| 383598                                 | 07/15/25   | APG MEDIA OF SO MINNESOTA LLC  | 130.63           | 0            | Regular    |
| 383599                                 | 07/15/25   | ASHLEY FONNER                  | 50.00            | 0            | Regular    |
| 383600                                 | 07/15/25   | AVFUEL CORPORATION             | 16,817.75        | R            | ACH        |
| 383601                                 | 07/15/25   | AWARDS DIRECT INC              | 20.00            | 0            | Regular    |
| 383602                                 | 07/15/25   | BAKER & TAYLOR BOOKS           | 1,080.24         | R            | ACH        |
| 383603                                 | 07/15/25   | BARR ENGINEERING CO            | 1,504.50         | R            | ACH        |
| 383604                                 | 07/15/25   | BEN HARTLEY                    | 200.00           | 0            | Regular    |
| 383605                                 | 07/15/25   | BILLY GRISACK                  | 1,000.00         | 0            | Regular    |
| 383606                                 | 07/15/25   | BRANDI VIETHS                  | 50.00            | 0            | Regular    |
| 383607                                 | 07/15/25   | BRIAN FALLINE                  | 2,888.93         | R            | ACH        |
| 383608                                 | 07/15/25   | BROYHILL EQUIPMENT LLC         | 155.80           | R            | ACH        |
| 383609                                 | 07/15/25   | BUREAU CRIMINAL APPREHENSION   | 99.75            | 0            | Regular    |
| 383610                                 | 07/15/25   | CANADIAN PACIFIC RAILWAY CO    | 240.00           | 0            | Regular    |
| 383611                                 | 07/15/25   | CAVALIER COACHES INC           | 1,500.00         | 0            | Regular    |
| 383612                                 | 07/15/25   | CDW GOVERNMENT INC             | 815.88           | 0            | Regular    |
| 383613                                 | 07/15/25   | CEDAR VALLEY SERVICES INC      | 454.21           | R            | ACH        |
| 383614                                 | 07/15/25   | CEMSTONE CONCRETE MATERIAL LLC | 2,579.75         | 0            | Regular    |
| 383615                                 | 07/15/25   | CENTRAL FARM SERVICE           | 23,548.49        | 0            | Regular    |
| 383616                                 | 07/15/25   | CHRISTIAN SKJEVELAND           | 173.75           | 0            | Regular    |
| 383617                                 | 07/15/25   | CITY OF OWATONNA               | 8.00             | 0            | Regular    |
| 383618                                 | 07/15/25   | CLUB CAR LLC                   | 975.00           | 0            | Regular    |
| 383619                                 | 07/15/25   | CORE & MAIN                    | 416.30           | 0            | Regular    |
| 383620                                 | 07/15/25   | COSTCO WHOLESALE CORPORATION   | 50.00            | 0            | Regular    |
| 383621                                 | 07/15/25   | COSTCO WHOLESALE CORPORATION   | 50.00            | 0            | Regular    |
| 383622                                 | 07/15/25   | COURT SPORTS AND MORE          | 5,244.00         | R            | ACH        |
| 383623                                 | 07/15/25   | COVERALL OF THE TWIN CITIES    | 2,455.00         | R            | ACH        |
| 383624                                 | 07/15/25   | CRANE CREEK ASPHALT            | 9,226.08         | R            | ACH        |
| 383625                                 | 07/15/25   | CULLIGAN OF OWATONNA           | 97.06            | R            | ACH        |
| 383626                                 | 07/15/25   | CUMMINS INC                    | 2,990.66         | R            | ACH        |
| 383627                                 | 07/15/25   | DAKOTA DUCHENE                 | 7.98             | 0            | Regular    |
| 383628                                 | 07/15/25   | DENISE STEWART                 | 54.76            | R            | ACH        |
| 383629                                 | 07/15/25   | DENISE STEWART                 | 109.52           | R            | ACH        |
| 383630                                 | 07/15/25   | DISH                           | 441.26           | 0            | Regular    |
| 383631                                 | 07/15/25   | DLL FINANCE LLC                | 8,203.80         | 0            | Regular    |
| 383632                                 | 07/15/25   | ERIN TREVINO                   | 50.00            | 0            | Regular    |
| 383633                                 | 07/15/25   | EYE MED VISION CARE            | 524.95           | 0            | Regular    |
| 383634                                 | 07/15/25   | FARMERS FEED AND PET SUPPLY    | 69.99            | 0            | Regular    |
| 383635                                 | 07/15/25   | FIRST SUPPLY OWATONNA          | 426.96           | R            | ACH        |
| 383636                                 | 07/15/25   | FOUR SEASONS ELECTRIC          | 3,868.17         | R            | ACH        |



| Check Number | Check Date | Vendor Name                    | Net Check Amount | Check Status | Check Type |
|--------------|------------|--------------------------------|------------------|--------------|------------|
| 383637       | 07/15/25   | GARLOCK-FRENCH CORPORATION     | 15,574.48        | 0            | Regular    |
| 383638       | 07/15/25   | GENUINE PARTS COMPANY - NAPA   | 424.78           | R            | ACH        |
| 383639       | 07/15/25   | GOODYEAR TIRE & RUBBER COMPANY | 1,261.28         | R            | ACH        |
| 383640       | 07/15/25   | GRAINGER                       | 312.82           | R            | ACH        |
| 383641       | 07/15/25   | HEIDI BIEN                     | 200.00           | 0            | Regular    |
| 383642       | 07/15/25   | HEIDI PETERS                   | 50.00            | 0            | Regular    |
| 383643       | 07/15/25   | HILLYARD INC                   | 524.22           | 0            | Regular    |
| 383644       | 07/15/25   | HORIZON COMMERCIAL POOL SUPPLY | 2,586.02         | R            | ACH        |
| 383645       | 07/15/25   | HYDRO-KLEAN LLC                | 97,382.08        | R            | ACH        |
| 383646       | 07/15/25   | ICMA                           | 1,200.00         | 0            | Regular    |
| 383647       | 07/15/25   | INNOVATIVE OFFICE SOLUTIONS    | 255.46           | 0            | Regular    |
| 383648       | 07/15/25   | INTERSTATE POWER SYSTEMS INC   | 1,545.58         | 0            | Regular    |
| 383649       | 07/15/25   | JACOB HOLMAN                   | 8,000.00         | 0            | Regular    |
| 383650       | 07/15/25   | JAMES E JAYES                  | 600.00           | 0            | Regular    |
| 383651       | 07/15/25   | JAN BOWAR                      | 50.00            | 0            | Regular    |
| 383652       | 07/15/25   | JARDINE LOGAN & O'BRIEN        | 1,127.50         | 0            | Regular    |
| 383653       | 07/15/25   | JESSICA LARSON                 | 50.00            | 0            | Regular    |
| 383654       | 07/15/25   | JESSIE COWELL                  | 50.00            | 0            | Regular    |
| 383655       | 07/15/25   | JONES HAUGH & SMITH INC        | 583.28           | 0            | Regular    |
| 383656       | 07/15/25   | KASSY NIELSEN                  | 50.00            | 0            | Regular    |
| 383657       | 07/15/25   | KEEKER INC                     | 3,726.71         | R            | ACH        |
| 383658       | 07/15/25   | KIRI ANN FAUL                  | 665.00           | R            | ACH        |
| 383659       | 07/15/25   | KOWZ-FM                        | 500.00           | R            | ACH        |
| 383660       | 07/15/25   | KWIK TRIP INC                  | 100.27           | 0            | Regular    |
| 383661       | 07/15/25   | LAWSON AUTOMOTIVE LLC          | 807.80           | R            | ACH        |
| 383662       | 07/15/25   | LAWSON PRODUCTS                | 1,279.75         | 0            | Regular    |
| 383663       | 07/15/25   | LEGACY SIGNS INC               | 386.00           | R            | ACH        |
| 383664       | 07/15/25   | LEGENCE SUBSIDIARY HOLDINGS LL | 18,210.00        | R            | ACH        |
| 383665       | 07/15/25   | LINDA NESS                     | 50.00            | 0            | Regular    |
| 383666       | 07/15/25   | LINDER DIGITAL                 | 1,180.00         | R            | ACH        |
| 383667       | 07/15/25   | LOU APPEL                      | 50.00            | 0            | Regular    |
| 383668       | 07/15/25   | MANKE'S OUTDOOR EQUIP & APPL   | 670.90           | R            | ACH        |
| 383669       | 07/15/25   | MARCO TECHNOLOGIES LLC         | 1,603.89         | R            | ACH        |
| 383670       | 07/15/25   | MATTHEW HOKANSON               | 742.50           | 0            | Regular    |
| 383671       | 07/15/25   | MCMASTER-CARR SUPPLY CO        | 1,654.86         | R            | ACH        |
| 383672       | 07/15/25   | MEI TOTAL ELEVATOR SOLUTIONS   | 4,483.29         | 0            | Regular    |
| 383673       | 07/15/25   | MELINDA GIRTZ                  | 50.00            | 0            | Regular    |
| 383674       | 07/15/25   | MELISSA COLLINS                | 200.00           | 0            | Regular    |
| 383675       | 07/15/25   | METRO SALES INC                | 431.26           | 0            | Regular    |
| 383676       | 07/15/25   | MICHAEL A. OLDENBURG           | 85.00            | 0            | Regular    |
| 383677       | 07/15/25   | MICHELLE GWIN                  | 50.00            | 0            | Regular    |
| 383678       | 07/15/25   | MID-AMERICAN RESEARCH CHEMICAL | 2,190.79         | 0            | Regular    |
| 383679       | 07/15/25   | MIDWEST TAPE LLC               | 3,358.35         | R            | ACH        |
| 383680       | 07/15/25   | MINNESOTA ELEVATOR INC         | 1,080.00         | R            | ACH        |
| 383681       | 07/15/25   | MINNESOTA LIFE                 | 3,039.00         | 0            | Regular    |

| Check Number | Check Date | Vendor Name                    | Net Check Amount | Check Status | Check Type |
|--------------|------------|--------------------------------|------------------|--------------|------------|
| 383682       | 07/15/25   | MN NCPERS GROUP LIFE INSURANCE | 416.00           | 0            | Regular    |
| 383683       | 07/15/25   | MRI SOFTWARE LLC               | 225.00           | R            | ACH        |
| 383684       | 07/15/25   | MTI DISTRIBUTING INC           | 3,732.40         | R            | ACH        |
| 383685       | 07/15/25   | NEAR NORTH TITLE GROUP         | 100.00           | 0            | Regular    |
| 383686       | 07/15/25   | NORTHLAND FARM SYSTEMS         | 608.96           | R            | ACH        |
| 383687       | 07/15/25   | OWATONNA AREA CHAMBER FOUNDATN | 2,500.00         | 0            | Regular    |
| 383688       | 07/15/25   | OWATONNA AREA CHAMBER OF COMM  | 40,800.00        | 0            | Regular    |
| 383689       | 07/15/25   | OWATONNA FILTERS LLC           | 1,605.48         | R            | ACH        |
| 383690       | 07/15/25   | OWATONNA GLASS LLC             | 226.18           | 0            | Regular    |
| 383691       | 07/15/25   | OWATONNA HEATING & COOLING INC | 1,429.00         | R            | ACH        |
| 383692       | 07/15/25   | OWATONNA MOTOR COMPANY         | 311.08           | 0            | Regular    |
| 383693       | 07/15/25   | OWATONNA PUBLIC UTILITIES      | 2,625.85         | R            | ACH        |
| 383694       | 07/15/25   | OWATONNA SOFTBALL ASSN         | 7,315.00         | 0            | Regular    |
| 383695       | 07/15/25   | OWT HARDWARE                   | 109.17           | 0            | Regular    |
| 383696       | 07/15/25   | PAAPE COMPANIES INC            | 1,830.00         | R            | ACH        |
| 383697       | 07/15/25   | PEPSI COLA OF ROCHESTER        | 3,753.00         | 0            | Regular    |
| 383698       | 07/15/25   | PRESENCE TELEHEALTH PLLC       | 486.00           | R            | ACH        |
| 383699       | 07/15/25   | QUADIENT FINANCE USA INC       | 2,000.00         | 0            | Regular    |
| 383700       | 07/15/25   | QUADIENT LEASING USA INC       | 506.25           | 0            | Regular    |
| 383701       | 07/15/25   | RADARSIGN LLC                  | 2,800.00         | 0            | Regular    |
| 383702       | 07/15/25   | RCM SPECIALTIES                | 1,110.06         | 0            | Regular    |
| 383703       | 07/15/25   | REINDERS INC                   | 1,082.22         | R            | ACH        |
| 383704       | 07/15/25   | RENT N SAVE PORTABLE SERVICES  | 1,565.00         | 0            | Regular    |
| 383705       | 07/15/25   | RICE LAKE CONTRACTING CORP     | 1,781.53         | R            | ACH        |
| 383706       | 07/15/25   | ROGER KRAUSE                   | 50.00            | 0            | Regular    |
| 383707       | 07/15/25   | SCHOLASTIC INC                 | 7,637.38         | R            | ACH        |
| 383708       | 07/15/25   | SCHWAAB INC                    | 157.48           | 0            | Regular    |
| 383709       | 07/15/25   | SCOTT F LIMBERG                | 800.00           | R            | ACH        |
| 383710       | 07/15/25   | SELCO                          | 2,410.69         | R            | ACH        |
| 383711       | 07/15/25   | SENIORPLACE INC                | 356.00           | 0            | Regular    |
| 383712       | 07/15/25   | SHERWIN WILLIAMS COMPANY       | 330.01           | 0            | Regular    |
| 383713       | 07/15/25   | SHRED RIGHT                    | 44.75            | R            | ACH        |
| 383714       | 07/15/25   | SOUTHEAST SERVICE COOPERATIVE  | 325.00           | 0            | Regular    |
| 383715       | 07/15/25   | SOUTHERN POLICE INSTITUTE      | 7,366.00         | 0            | Regular    |
| 383716       | 07/15/25   | SPARETIME ENTERTAINMENT LLC    | 3,346.00         | 0            | Regular    |
| 383717       | 07/15/25   | SPHERION STAFFING LLC          | 514.40           | 0            | Regular    |
| 383718       | 07/15/25   | SPS COMPANIES INC              | 51.81            | R            | ACH        |
| 383719       | 07/15/25   | STACY ENSER                    | 200.00           | 0            | Regular    |
| 383720       | 07/15/25   | STEELE COUNTY TREASURER        | 6,245.00         | 0            | Regular    |
| 383721       | 07/15/25   | STEVE JAMES EXCAVATING INC     | 962.10           | R            | ACH        |
| 383722       | 07/15/25   | STEWART COMPANIES INC          | 65.71            | 0            | Regular    |
| 383723       | 07/15/25   | STEWART SANITATION             | 1,742.00         | 0            | Regular    |
| 383724       | 07/15/25   | STRACK CONSTRUCTION            | 5,000.00         | 0            | Regular    |
| 383725       | 07/15/25   | TEMPLE ELECTRIC MOTOR SERV INC | 1,423.00         | R            | ACH        |
| 383726       | 07/15/25   | TERMINIX                       | 72.08            | 0            | Regular    |

| Check Number | Check Date | Vendor Name                 | Net Check Amount | Check Status | Check Type |
|--------------|------------|-----------------------------|------------------|--------------|------------|
| 383727       | 07/15/25   | TERRACON CONSULTANTS INC    | 26,500.00        | R            | ACH        |
| 383728       | 07/15/25   | THOMPSON SANITATION INC     | 236.40           | R            | ACH        |
| 383729       | 07/15/25   | TOM SCHMOLL                 | 50.00            | 0            | Regular    |
| 383730       | 07/15/25   | TRI M GRAPHICS              | 38.67            | R            | ACH        |
| 383731       | 07/15/25   | UNITED WAY                  | 80.00            | 0            | Regular    |
| 383732       | 07/15/25   | UTILITY CONSULTANTS INC     | 2,650.07         | R            | ACH        |
| 383733       | 07/15/25   | VAN METER INC               | 376.71           | 0            | Regular    |
| 383734       | 07/15/25   | VAULT HEALTH                | 86.16            | 0            | Regular    |
| 383735       | 07/15/25   | VERIZON WIRELESS            | 491.31           | 0            | Regular    |
| 383736       | 07/15/25   | VESTIS GROUP INC            | 191.32           | 0            | Regular    |
| 383737       | 07/15/25   | WALBRAN & FURNESS CHARTERED | 5,665.75         | R            | ACH        |
| 383738       | 07/15/25   | WEB CONSTRUCTION            | 1,537.60         | 0            | Regular    |
| 383739       | 07/15/25   | WEN-COL INC                 | 634.18           | 0            | Regular    |
| 383740       | 07/15/25   | WEST PUBLISHING CORPORATION | 641.03           | R            | ACH        |
| 383741       | 07/15/25   | WOLFF AND SONS INC          | 1,503.00         | R            | ACH        |
| 383742       | 07/15/25   | YOUTH 1ST INC               | 1,250.00         | 0            | Regular    |
| 383743       | 07/15/25   | ZACK'S INC                  | 479.88           | 0            | Regular    |
| 383744       | 07/15/25   | RANDALL'S LICENSE BUREAU    | 16.25            | 0            | Regular    |

|     |                        |            |
|-----|------------------------|------------|
| 94  | Checks total:          | 179,130.80 |
| 58  | ACH total:             | 255,690.48 |
| 0   | EFTPS total:           |            |
| 0   | Wire transfer total:   |            |
| 0   | Payment Manager total: |            |
| 152 | GRAND TOTALS           | 434,821.28 |



CITY OF  
**OWATONNA**

# Ordinances



## PURPOSE MEMO

TO: Mayor Jessop, City Council Members, City Administrator Busse, Assistant City Administrator Tuma, and Chief of Police Mundale  
FROM: Mark M. Walbran, City Attorney  
DATE: July 3, 2025  
RE: Correct the Noise in Parks Ordinance Adopted on February 18, 2025

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### **Purpose:**

The purpose of Proposed Ordinance 25-09 is to correct a mistake made in the ordinance adopted on February 18, 2025, Ordinance 1669 for noise in public parks.

### **Background:**

The ordinance, "Noise in Public Parks" prohibits the use of sound amplification systems such as megaphones, bullhorns, and public address systems. Exceptions to the prohibition include persons who have obtained a permit for such use as provided in Subsection (J). Inadvertently, Subsection 93.029(G), (ii) referred to Subsection (I) when the correct reference is to subsection (J). Proposed Ordinance 25-09 corrects this mistake.

Council approved the first reading of this proposed ordinance during their meeting on July 1, 2025.

### **Budget Impact:**

None

### **City Staff Recommendation:**

City staff recommend approval.

Proposed Ordinance No. 25-09  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO CORRECT A MISTAKE IN § 93.029, IN THE  
2015 ORDINANCE CODE OF THE CITY OF OWATONNA,  
ENTITLED "GENERAL REGULATIONS" OF NOISE IN PUBLIC PARKS.

WHEREAS, on February 18, 2025, the City Council amended Ordinance § 93.029 entitled Noise in Public Parks;

WHEREAS, Subsection 93.029(F), (1) prohibits the use in public parks of sound amplification systems of every kind and description as listed therein;

WHEREAS, in Subsection 93.029(G), (ii) the Council provided exceptions to the prohibition, including persons who have obtained a permit for such use as provided in Subsection (J);

WHEREAS, inadvertently Subsection 93.029(G), (ii) referred to Subsection (I) when the correct reference is to subsection (J).

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 1.

- (A) Subsection (G) "Exceptions" of Ordinance § 93.029 as adopted on February 18, 2025, is hereby repealed; and
- (B) Subsection (G) "Exceptions" is amended to read as follows:
  - (G) *Exceptions.* This Ordinance provision does not prohibit the use of the sound amplification systems in subsection F(1) above by
    - (i) the city, or
    - (ii) a person who has obtained a permit from the city as provided in subsection ~~(I)~~ (J) of this Ordinance.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication. Passed and adopted this \_\_\_\_ day of \_\_\_\_, 2025, with the following roll call vote:

Aye –

No –

Absent -

Approved and signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Matt Jessop, Mayor

\_\_\_\_\_  
Kris M. Busse, City Administrator

UNDERLINING INDICATES NEW LANGUAGE. ~~STRIKEOUTS~~ INDICATE DELETIONS.



CITY OF  
**OWATONNA**

# Resolutions





DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Emma Bransford, Sr Administrative Technician  
SUBJECT: Resolution 36-25 CUP-20 Good Day Express Car Wash - 1810 Cedar Avenue S

**Purpose:**

Request approval of Resolution 36-25 approving CUP-20, request received from Craig Britton Widseth, on behalf of Stadheim Properties Good Day Express Car Wash, to construct a car wash facility at 1810 Cedar Avenue Souty.

**Background:**

See attached staff report.

The Planning Commission held a public hearing for this request during their meeting on July 8th and recommend approval.

**Budget Impact:**

None

**Staff Recommendation:**

Staff recommends approval as recommended by the Planning Commission.

**Attachments:**

1. Resolution 36-25 CUP-20 Good Day Express Car Wash
2. CUP-20 Staff Report

RESOLUTION NO. 36-26

A RESOLUTION APPROVING CONDITIONAL USE CUP-20

WHEREAS, Conditional Use No. CUP-20 by Craig Britton, Widseth, on behalf of Stadheim Properties and Nate Pierson, requests for a conditional use permit to construct Good Day Express Car Wash on the subject property; and

Attached as Exhibit A

WHEREAS, The Planning Commission held a public hearing on July 8, 2025 and recommended approval of CUP-20 and

WHEREAS, on July 15, 2025, the City Council accepted and approved Conditional Use CUP-20, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-20 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
  1. Photometrics plan to be submitted and approved prior to the issuance of a building permit.
  2. A demolition permit shall be obtained prior to the removal of any existing structures.
  3. Compliance with all items in the City Engineer's memo dated July 1, 2025.
  4. Existing water and sewer service must be used or disconnected from the main.
  5. All signs shall obtain the necessary permits and comply with B-2 zoning regulations. Freestanding signs must not encroach into easements and must maintain a five-foot setback from property lines.

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

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

Aye \_\_; No \_\_; Absent \_\_.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matt T. Jessop, Mayor

ATTEST:

\_\_\_\_\_  
Kris M. Busse, City Administrator/City Clerk

# EXHIBIT A

## Legal Description

Commencing at the Northeast corner of the Northeast Quarter of Section 21, Township 107 North, Range 20 West, running thence South on the East line of said Section, 166.50 feet; running thence West 330.00 feet; running thence North 166.50 feet to the North line of said Section, running thence East on said North line 330.00 feet to the point of beginning, the West 20 feet thereof being subject to an easement for street purposes, including utilities easements, Steele County, Minnesota.

AND

Commencing at the northeast corner of said NE1/4; thence South 00°19'02" East, assumed bearing, 166.50 feet along the east line of said NE1/4; thence South 89°20'08" West 180.30 feet along a line parallel with the north line of said NE1/4 to the True Point of Beginning; thence South 89°20'08" West 120.18 feet; thence South 00°24'43" East 0.75 feet; thence North 89°28'43" East 120.17 feet; thence North 00°24'43" West 1.05 feet to said True Point of Beginning, Steele County, Minnesota.

July 2, 2025

**To:** Planning Commission

**From:** Emma Bransford, Planning Specialist

**RE:** Craig Britton, Widseth, on behalf of Stadheim Properties and Nate Pierson, requests for a conditional use permit to construct Good Day Express Car Wash on the subject property.

**Application Review**

**Applicant/Owner:** Craig Britton, Widseth, on behalf of Stadheim Properties and Nate Pierson

**Location of Property:** 1810 Cedar Ave S

**Zoning Map:** B-2, Community Business District

**Zoning Ordinance:** Section 157.020 states this is a conditional use permit

**Report Attachments:**

1. Location Map
2. Site Plan
3. Building Plans
4. Directional Signage Plan
5. Landscaping Plan
6. Project Narrative
7. City Engineer's Memo

**Proposed Development**

- CUP-20 by Craig Britton, Widseth, on behalf of Good Day Express Car Wash, a request to construct a car wash facility on the subject property. The car wash use requires a Conditional Use Permit under the B-2, Community Business District zoning regulations.
- The 0.80-acre lot is the former Salvation Army site and is currently vacant.
- The site will have single, 36-foot access off 18th Street SW. No access is proposed from Cedar Avenue S.
- Internal drive aisles are designed for one-way circulation, with vehicles entering from the north side of the lot and proceeding south and east toward the service check-in area.
- The site provides approximately 227 feet of single-lane vehicle stacking, which then transitions into a two-lane pay station. The combined pay station and post-pay stacking area provide an additional 129 feet of vehicle stacking before vehicles enter the car wash.
- Pavement markings will provide directional guidance for vehicular traffic throughout the site.

- Two freestanding “One Way – Do Not Enter” signs are proposed at the east and west ends of the site to reinforce circulation flow.
- A total of 13 off-street parking spaces are proposed, meeting the minimum requirement of 10 spaces per Section 157.053. All spaces meet the required minimum dimensions.
- A total of seven trees are proposed along 18th Street SW, meeting the code requirement of one tree for every 40 linear feet of street-facing parking or driveway.
- Overall impervious surface on the property appears to be reduced.

## **FINDINGS OF FACT**

1. The property is zoned B-2, Community Business District.
2. Notice was provided to all property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. A public hearing was held at the Planning Commission on July 8, 2025.
4. The request is not detrimental to or will endanger the public health, safety, morals, comfort, or general welfare of the public.
5. The proposed use will not cause additional stress to existing traffic patterns, as the site provides adequate vehicle stacking and internal circulation to manage traffic volumes on-site.
6. The request will not require public services out of the ordinary.

## **Public Comment**

At the time of this report, staff received a phone call about the request. The caller inquired why a Conditional Use Permit was required for the proposed car wash, and staff explained that this type of use is classified as a conditional use in the B-2 zoning district per city code. The caller also inquired about easements on the subject property and neighboring properties to the south.

## **Staff Recommendation**

Staff recommends approval of CUP-20, a request to construct Good Day Express Car wash on the subject property located at 1810 Cedar Ave S with the following conditions:

1. Photometrics plan to be submitted and approved prior to the issuance of a building permit.
2. A demolition permit shall be obtained prior to the removal of any existing structures.
3. Compliance with all items in the City Engineer’s memo dated July 1, 2025.
4. Existing water and sewer service must be used or disconnected from the main.

5. All signs shall obtain the necessary permits and comply with B-2 zoning regulations. Freestanding signs must not encroach into easements and must maintain a five-foot setback from property lines.

## **Planning Commission**

CUP-20, which is a request by Craig Britton, Widseth, on behalf of Stadheim Properties and Nate Pierson for a conditional use permit to construct Good Day Express Car Wash at 1810 Cedar Avenue South, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) Public hearing opened at 5:34 pm. No comments were made regarding this request. Public hearing closed at 5:35 pm. Joachim asked if there are any free-standing signs. Bransford said that there is one proposed sign on the east side. The public hearing was reopened at 5:36 pm. Anna Lee, who owns the property to the south of the subject property, said this is a great thing, but she wants to understand the impact to the strip mall with the 18th Street SW entrance blocked. Ms. Lee noted that the car wash, set back only 30 feet compared to the strip mall's 150 feet, would block the strip mall's north access to 18th Street SW. She raised concerns about how this would affect access and signage visibility. Bransford said that the City can only require the setbacks in the ordinance to be met, which is 30 feet from the property line. She said that the sign would need to meet the City sign code. Kruschke said that the City can only require what is in our ordinance; we can't require more than that—that is illegal for us to do. Our purview is only our ordinance. Ms. Lee said that the next lot could also potentially have a 30 foot setback. Kruschke said that would be reviewed at the time a building permit is applied for. He said any joint signage would be between property owners. He said that her property still has the same requirements that it has today. Ms. Lee asked about the existing party wall. Bransford said that would be an existing nonconformity and subject to any private party wall agreements. Kruschke added that it would be grandfathered in until changes are made—at that point it would need to come into compliance. Ms. Lee said the car wash would limit access and visibility to the strip mall and hoped there could be a better solution to support the small businesses there. Reopened public hearing closed at 5:46 pm. Eickhoff said Ms. Lee has a valid point. He asked if there was a shared easement that would have to be maintained. Bransford said that the city has no record of an easement. Eickhoff asked if the separate businesses would need to get their own access. Kruschke said that Cedar Avenue is a county road and the County controls the accesses. They have said there will be no other accesses outside of a midpoint access and the existing full access south of Godfathers. As part of the trail project on 18<sup>th</sup> Street SW, the second access was closed, which was unrelated to this project. He said that the access was closed last week. Ms. Lee asked how this could work better, without a complete block from 18<sup>th</sup> Street SW. Bransford said that the City Engineer is requiring only one access that lines up with the access to Hy-Vee. Eickhoff said that makes sense to him and has nothing to do with the property—that is something the City decided previously. Joachim said there are currently two driveways off South Cedar and asked if one will be closed at some point in the future. Kruschke said that the County has stated they will allow one in the middle and the other at a time of redevelopment. Joachim asked about the party wall. Darrin Stadheim said that is correct—they will be shoring up and securing what will be the north wall for the existing property at no expense to the property owner. Eickhoff asked about the parking spaces. Bransford said that the code requires 10 spaces, but they have proposed 13 stalls. The spaces also have vacuums for customers as well. A motion



was made by Joachim and seconded by Springer-Gasner to recommend City Council approval of CUP-20, a request to construct Good Day Express Car Wash on the subject property located at 1810 Cedar Avenue South with the following conditions:

- 1) Photometrics plan to be submitted and approved prior to the issuance of a building permit.
- 2) A demolition permit shall be obtained prior to the removal of any existing structures.
- 3) Compliance with all items in the City Engineer's memo dated July 1, 2025.
- 4) Existing water and sewer service must be used or disconnected from the main.
- 5) All signs shall obtain the necessary permits and comply with B-2 zoning regulations. Freestanding signs must not encroach into easements and must maintain a five-foot setback from property lines.

All Commissioners voting Aye, the motion carried.



CUP-20 Good Day Express Car Wash  
1810 Cedar Ave S



© 2025 WIDSETH. FILE: W:\PROJECTS\NATHAN PIERSON-39393\2025-10413\CADD\CIVIL\SP-2025-10413.DWG. PLOTTED BY: BEN STEVENS, June 20, 2025

SITE ADDRESS: PARID 17-021-1108  
1810 CEDAR AVENUE S  
OWATONNA, MN 56026

APPLICANT: CW DEVELOPMENT, LLC  
11634 N SUNDOWN DR.  
SCOTTSDALE, AZ 85260  
CONTACT: NATE PIERSON  
EMAIL: NATEKPIERSON@GMAIL.COM

CIVIL ENGINEER: WIDSETH SMITH NOLTING  
3777 40TH AVE NW, SUITE 200  
ROCHESTER, MN 55901  
CONTACT: CRAIG BRITTON  
PH: (507) 206-2125  
EMAIL: CRAIG.BRITTON@WIDSETH.COM



DRAWN BY: BJS  
CHECKED BY: CNB

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

CRAIG N. BRITTON LIC. NO.: 44228 DATE: 06/20/2025

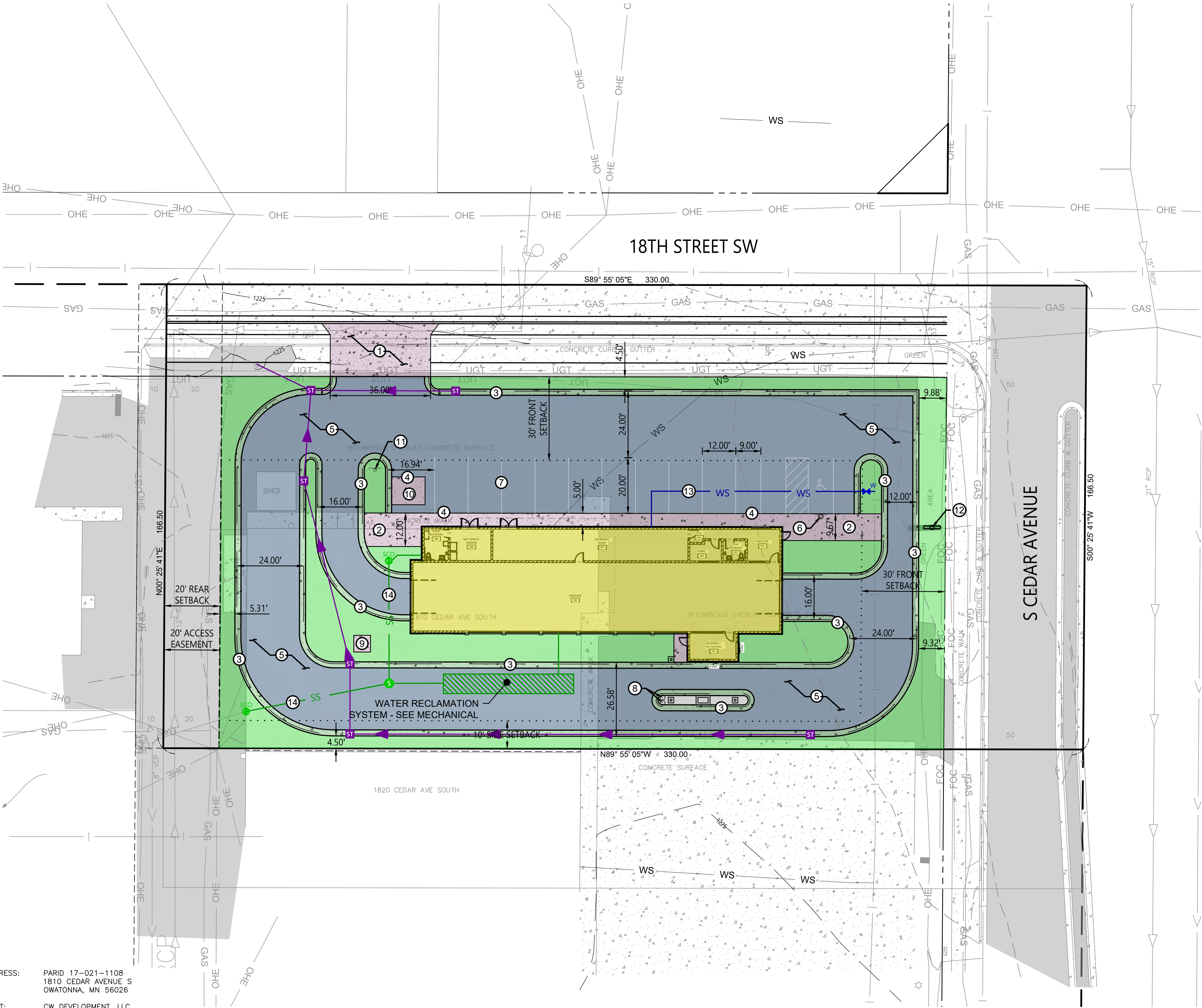
| DATE | REV# | REVISIONS DESCRIPTION |
|------|------|-----------------------|
|      |      |                       |
|      |      |                       |
|      |      |                       |
|      |      |                       |

GOOD DAY EXPRESS CAR WASH

SITE PLAN

C1.0

PROJECT #: 2025-10413



- 1 CONCRETE PAVEMENT
- 2 CONCRETE SIDEWALK
- 3 B618 CONCRETE CURB AND GUTTER
- 4 THICKENED EDGE SIDEWALK
- 5 BITUMINOUS PAVEMENT
- 6 ACCESSIBLE PARKING SIGN
- 7 4" SOLID WHITE PAINT
- 8 BOLLARD
- 9 TRANSFORMER PAD
- 10 TRASH ENCLOSURE — SEE ARCH
- 11 "DO NOT ENTER SIGN"
- 12 PYLON/MONUMENT SIGN
- 13 4" WATER SERVICE (PVC — AWWA C900)
- 14 6" SANITARY SERVICE (PVC — SCH 40, ASTM D2665)

GENERAL SITE PLAN NOTES:

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- ALL CURB TO MEET MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR A TYPE "B618 CURB & GUTTER", UNLESS PLANS ARE MARKED OTHERWISE.

PROPOSED SITE FEATURES

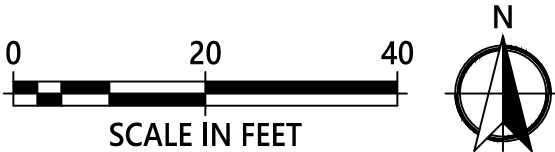
- SUBJECT TRACT(S) BOUNDARY
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SUBJECT TRACT SETBACK LINE(S)
- BUILDING
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER
- MANHOLE
- CATCH BASIN
- CLEANOUT
- MANHOLE
- WATER MAIN VALVE

ZONING SUMMARY INFORMATION

|                                  |                         |
|----------------------------------|-------------------------|
| PARCEL ID:                       | 17-021-1108             |
| ZONING DISTRICT:                 | B-2: COMMUNITY BUSINESS |
| PROPOSED USAGE:                  | CAR WASH                |
| LOT AREA:                        | 37,379 SF               |
| LOT ACREAGE:                     | 0.86 AC                 |
| PROPOSED FLOOR AREA:             | 5,190 SF                |
| SETBACKS:                        |                         |
| FRONT YARD:                      | 30 FT                   |
| SIDE YARD:                       | 10 FT                   |
| REAR YARD:                       | 20 FT                   |
| EXISTING LANDSCAPE AREA:         | 0.02 AC                 |
| PROPOSED LANDSCAPE AREA:         | 0.18 AC                 |
| MIN. LOT SIZE:                   | NONE                    |
| EXTERIOR LIGHTING:               | Per §157.073            |
| SIGN REGULATIONS:                | Per §153.28             |
| EXTERIOR STORAGE:                | Per §157.043            |
| LANDSCAPING:                     | Per §157.053 (D)(17)    |
| MAX. PERMITTED HEIGHT:           | 35 FT OR 3 STORIES      |
| OFF-STREET PARKING:              |                         |
| MIN. 10 SPACES OR 1 PER EMPLOYEE |                         |
| REQUIRED PARKING STALLS:         | 10 STALLS               |
| PROPOSED PARKING STALLS:         | 13 STALLS               |

EXISTING SITE FEATURES

- BUILDING
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER
- FOC — UNDERGROUND FIBER OPTIC CABLE
- UGT — UNDERGROUND TELEPHONE CABLE
- OHE — OVERHEAD ELECTRIC WIRE
- UGE — UNDERGROUND ELECTRIC WIRE
- GAS — NATURAL GAS MAIN PIPE
- W — WATER MAIN PIPE
- WS — WATER SERVICE PIPE
- SS — SANITARY SEWER PIPE
- SS — SANITARY SERVICE PIPE
- 1230 — MAJOR CONTOURS (WITH LABEL)
- 1234 — MINOR CONTOURS (WITH LABEL)
- N — NATURAL GAS VALVE
- W — WATER MAIN VALVE
- I — INLET STRUCTURE
- ST — MANHOLE
- CB — CATCH BASIN
- LP — LIGHT POLE
- EP — ELECTRIC POLE
- TP — TELECOM PEDESTAL



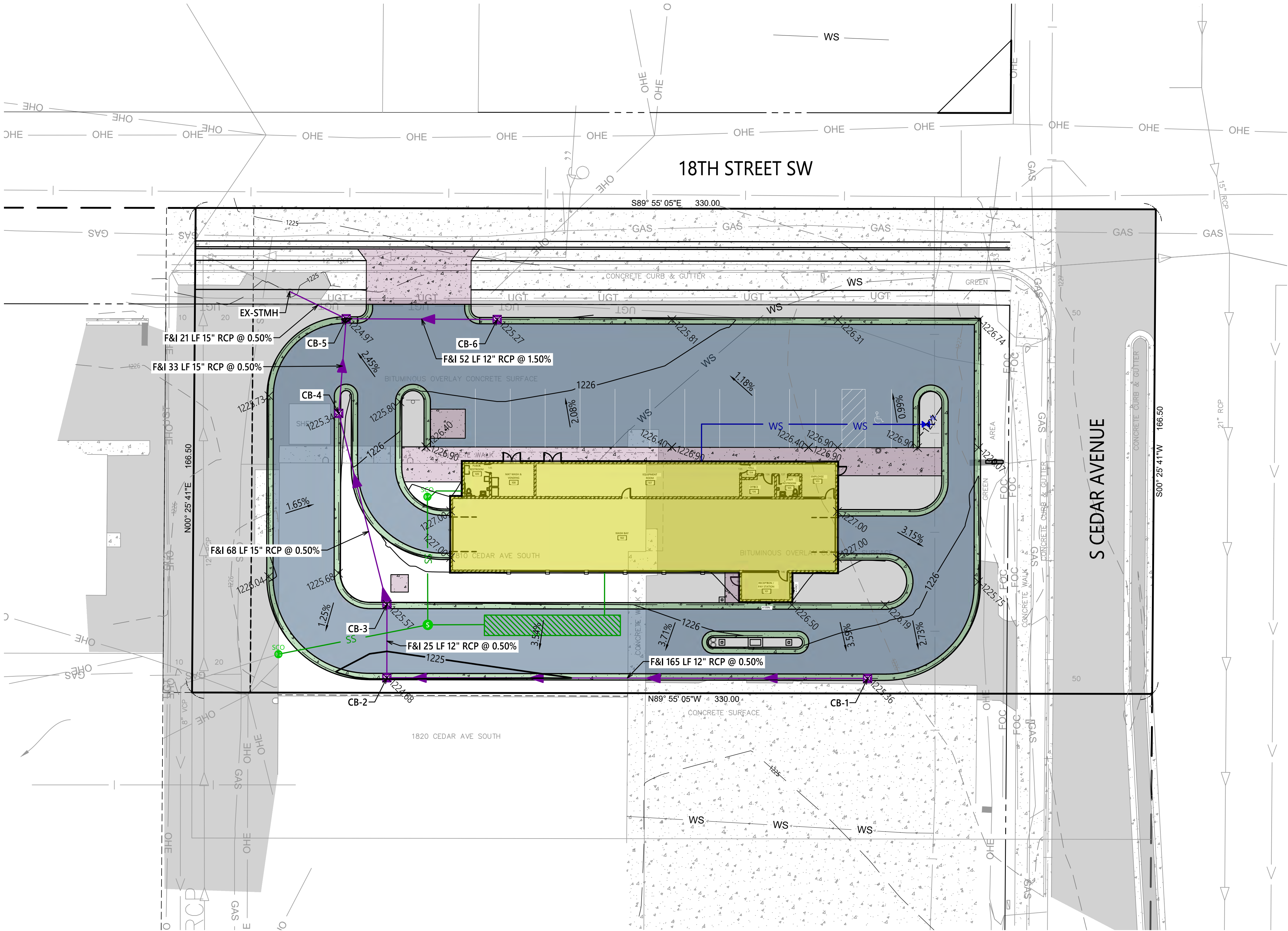


GENERAL GRADING NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- HAULING HOURS MUST BE CONFIRMED WITH THE CITY PRIOR TO BEGINNING WORK.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS, GUTTER FLOW LINE OF CURB GUTTER (FL), BACK OF CURB ELEVATIONS (TC), TOP OF SIDEWALK (TW), AND FINISHED SURFACE GRADE, UNLESS OTHERWISE NOTED.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.

GENERAL EROSION CONTROL NOTES

- ALL SILT FENCE AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. MAINTENANCE AND REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
- ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OF AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
- ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 6" OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
- SEE PLAN LEGEND FOR A COMPLETE LIST OF HATCHES AND SYMBOLS USED FOR EROSION CONTROL.



EX-STMH  
CONNECT TO EXISTING STMH  
INV. ELEV. IN (SE) = 1220.39

CB-1  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1225.36  
INV. ELEV. OUT (W) = 1221.95 (12" RCP, CB-2)

CB-2  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1224.68  
INV. ELEV. IN (E) = 1221.12 (12" RCP, CB-1)  
INV. ELEV. OUT (N) = 1221.12 (12" RCP, CB-3)

CB-3  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1225.57  
INV. ELEV. IN (S) = 1220.99 (12" RCP, CB-2)  
INV. ELEV. OUT (NW) = 1220.99 (15" RCP, CB-4)

CB-4  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1225.34  
INV. ELEV. IN (SE) = 1220.65 (15" RCP, CB-3)  
INV. ELEV. OUT (N) = 1220.65 (15" RCP, CB-5)

CB-5  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1224.97  
INV. ELEV. IN (S) = 1220.49 (15" RCP, CB-4)  
INV. ELEV. OUT (NW) = 1220.49 (15" RCP, EX-STMH)

CB-6  
DRAINAGE STRUCTURE 2X3  
GRATE ELEV. = 1225.27  
INV. ELEV. OUT (W) = 1221.27 (12" RCP, CB-5)



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BJS  
CHECKED BY:  
CNB

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CRAIG N. BRITTON LIC. NO.: 44228 DATE: 06/20/2025

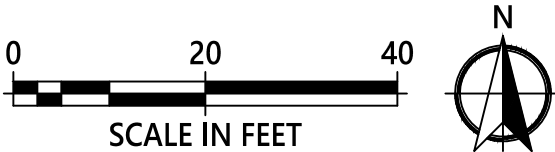
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|      |      |                       |

GOOD DAY EXPRESS CAR WASH

GRADING PLAN

C2.0

PROJECT #: 2025-10413



PROPOSED SITE FEATURES

- SUBJECT TRACT(S) BOUNDARY
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SUBJECT TRACT SETBACK LINE(S)

- BUILDING
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER

- MANHOLE
- CATCH BASIN
- INLET STRUCTURE
- MANHOLE
- CURB STOP
- WATER MAIN VALVE

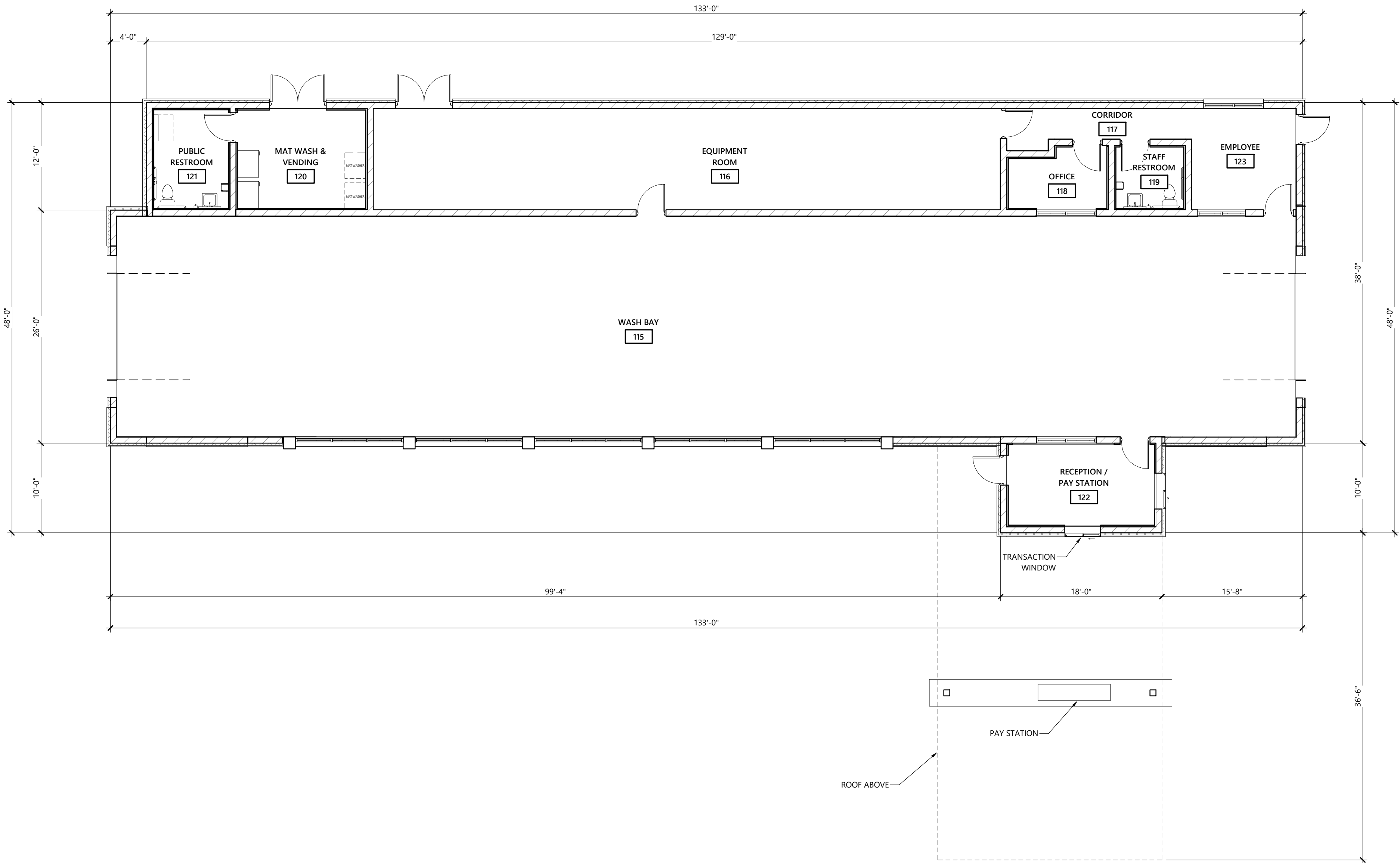
- MAJOR CONTOURS (WITH LABEL)
- MINOR CONTOURS (WITH LABEL)
- SPOT ELEVATION
- SLOPE - PERCENT

EXISTING SITE FEATURES

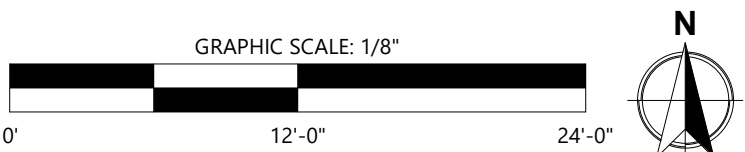
- BUILDING
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER
- UNDERGROUND FIBER OPTIC CABLE
- UNDERGROUND TELEPHONE CABLE
- OVERHEAD ELECTRIC WIRE
- UNDERGROUND ELECTRIC WIRE
- NATURAL GAS MAIN PIPE
- WATER MAIN PIPE
- WATER SERVICE PIPE
- STORM SEWER PIPE

- SANITARY SEWER PIPE
- SANITARY SERVICE PIPE
- MAJOR CONTOURS (WITH LABEL)
- MINOR CONTOURS (WITH LABEL)
- NATURAL GAS VALVE
- WATER MAIN VALVE
- INLET STRUCTURE
- MANHOLE
- CATCH BASIN
- LIGHT POLE
- ELECTRIC POLE
- TELECOM PEDESTAL





1 FIRST LEVEL FLOOR PLAN  
1/8" = 1'-0"



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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MJA  
CHECKED BY:  
MJA

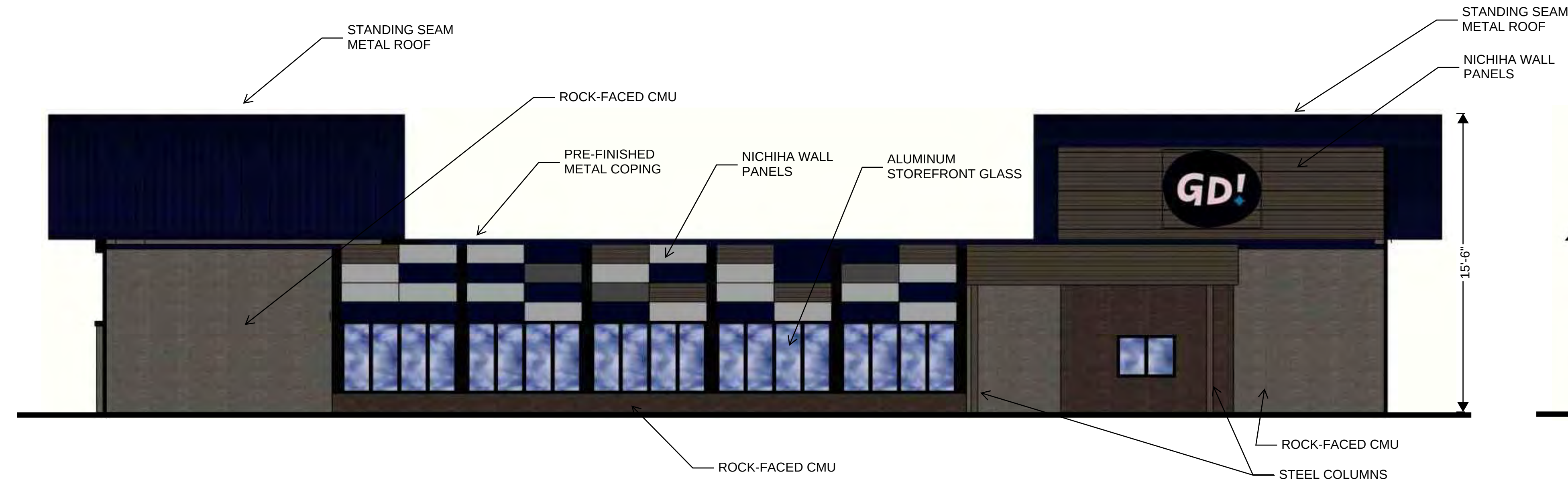
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**PRELIMINARY**  
**NOT FOR CONSTRUCTION**  
06-20-2025  
LIC # 45375 DATE: 06-20-2025  
MIKE ANGLAND

| DATE | REV# | REVISIONS DESCRIPTION |
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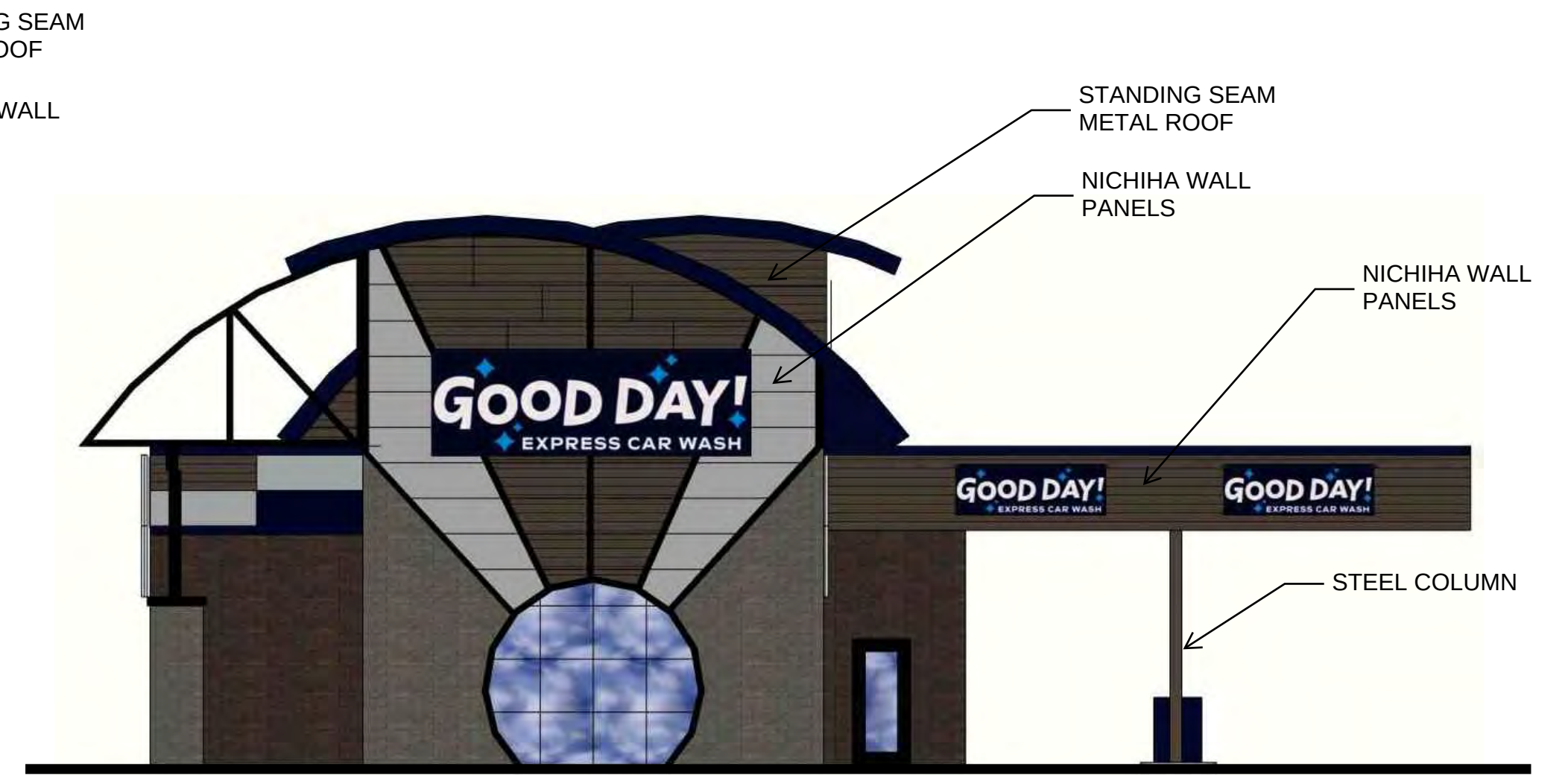
**GOOD DAY EXPRESS CAR WASH**  
MAIN FLOOR PLAN

**A1.10**  
PROJECT #: 2025-10846

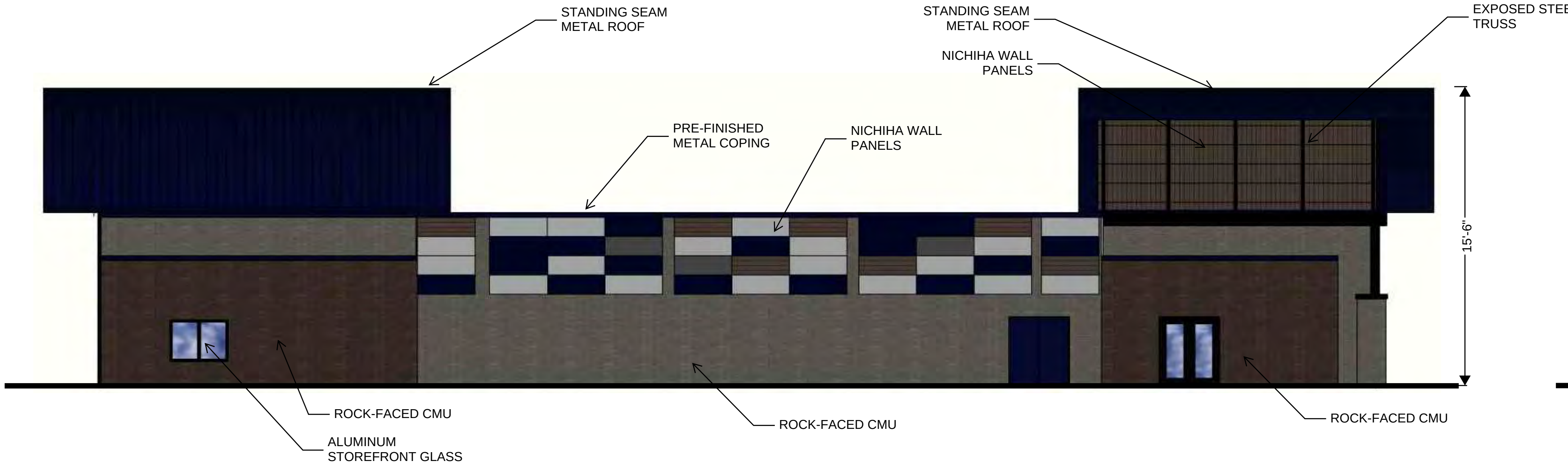




1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



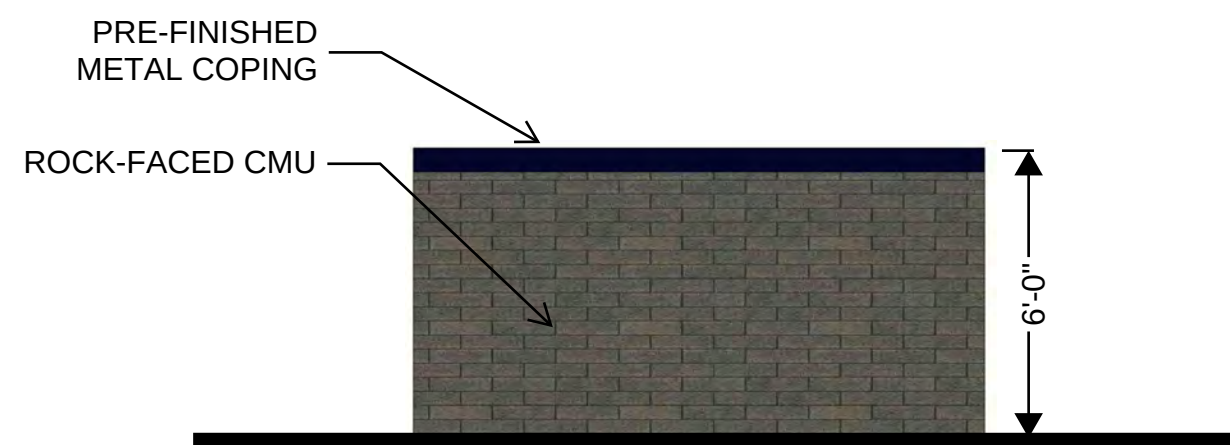
2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



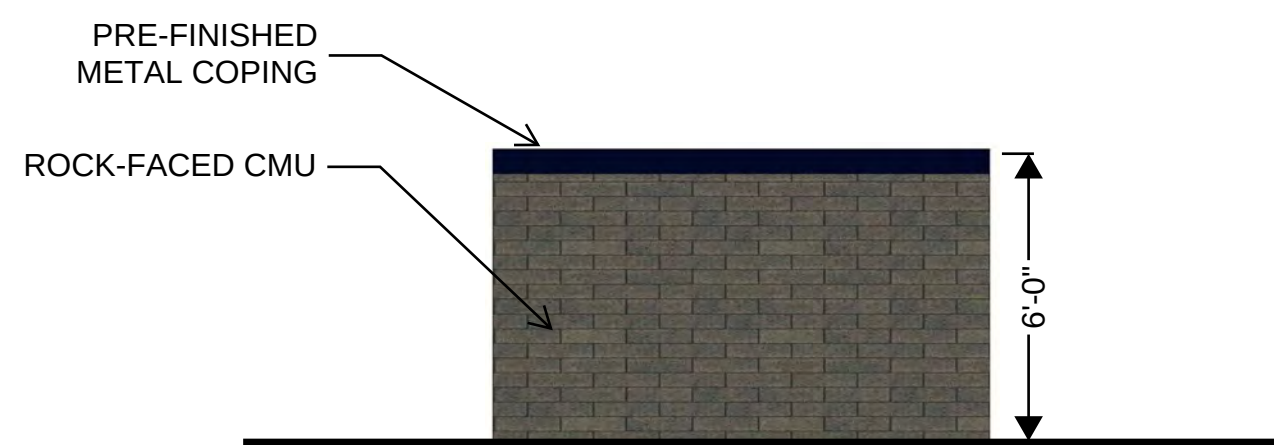
3 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



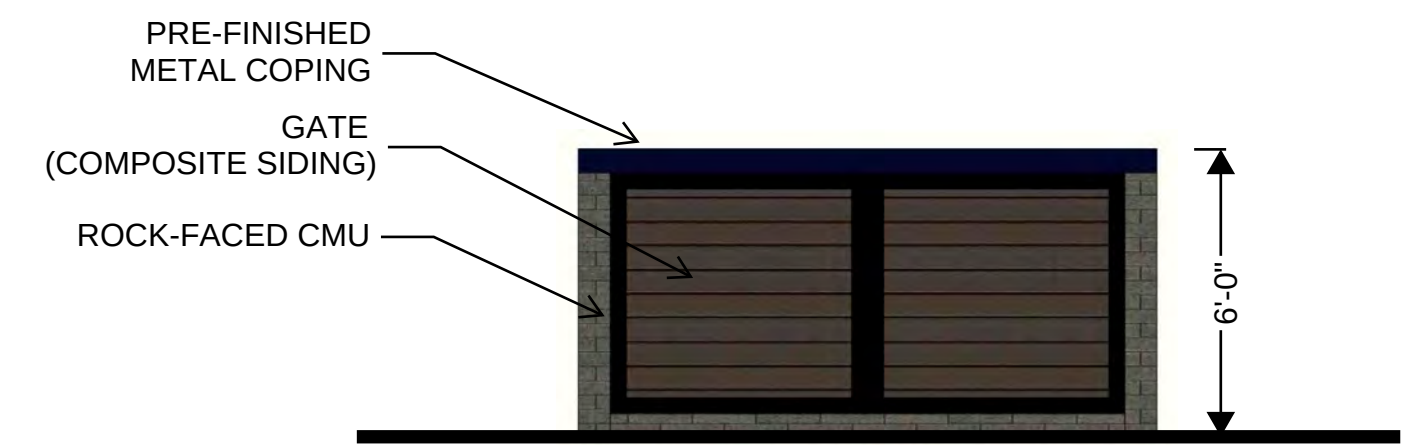
4 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



5 DUMPSTER ENCLOSURE SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

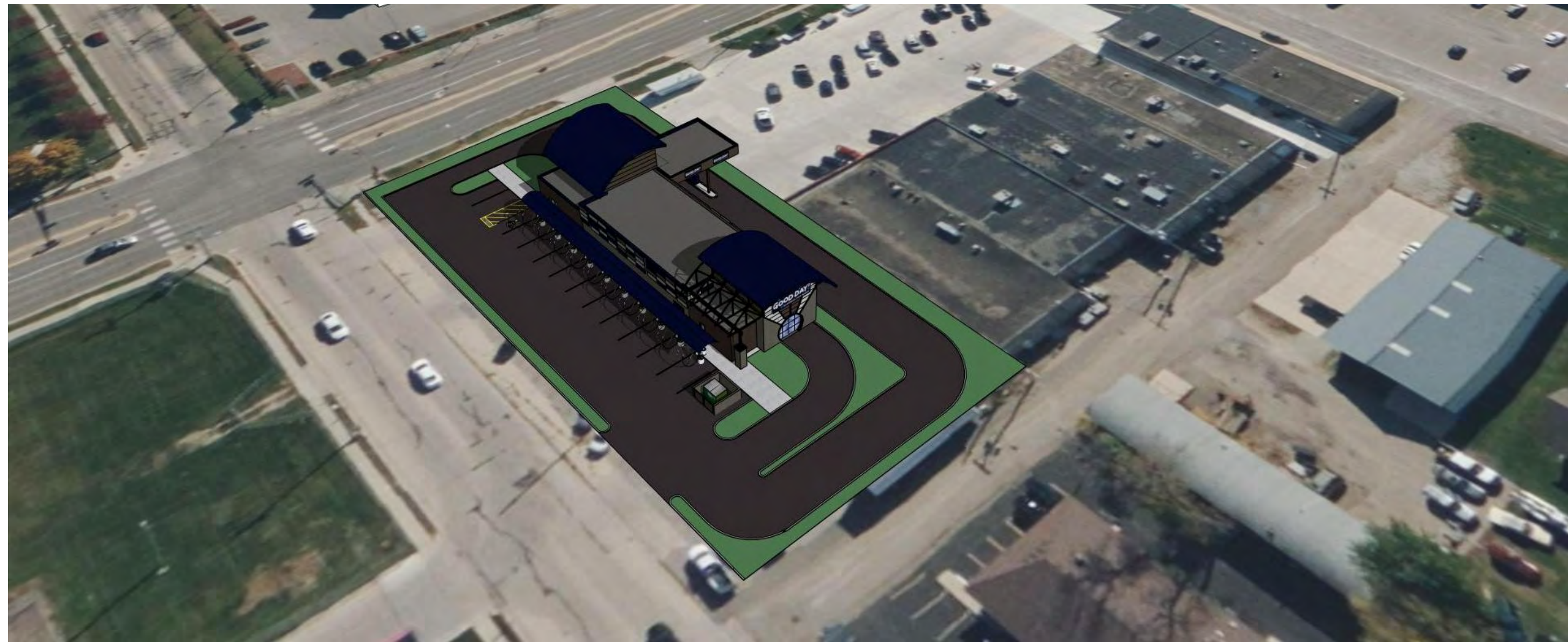


6 DUMPSTER ENCLOSURE EAST & WEST ELEVATION  
SCALE: 1/4" = 1'-0"



7 DUMPSTER ENCLOSURE NORTH ELEVATION  
SCALE: 1/4" = 1'-0"





1 EXTERIOR RENDERING

NOT TO SCALE



2 EXTERIOR RENDERING

NOT TO SCALE



3 EXTERIOR RENDERING

NOT TO SCALE

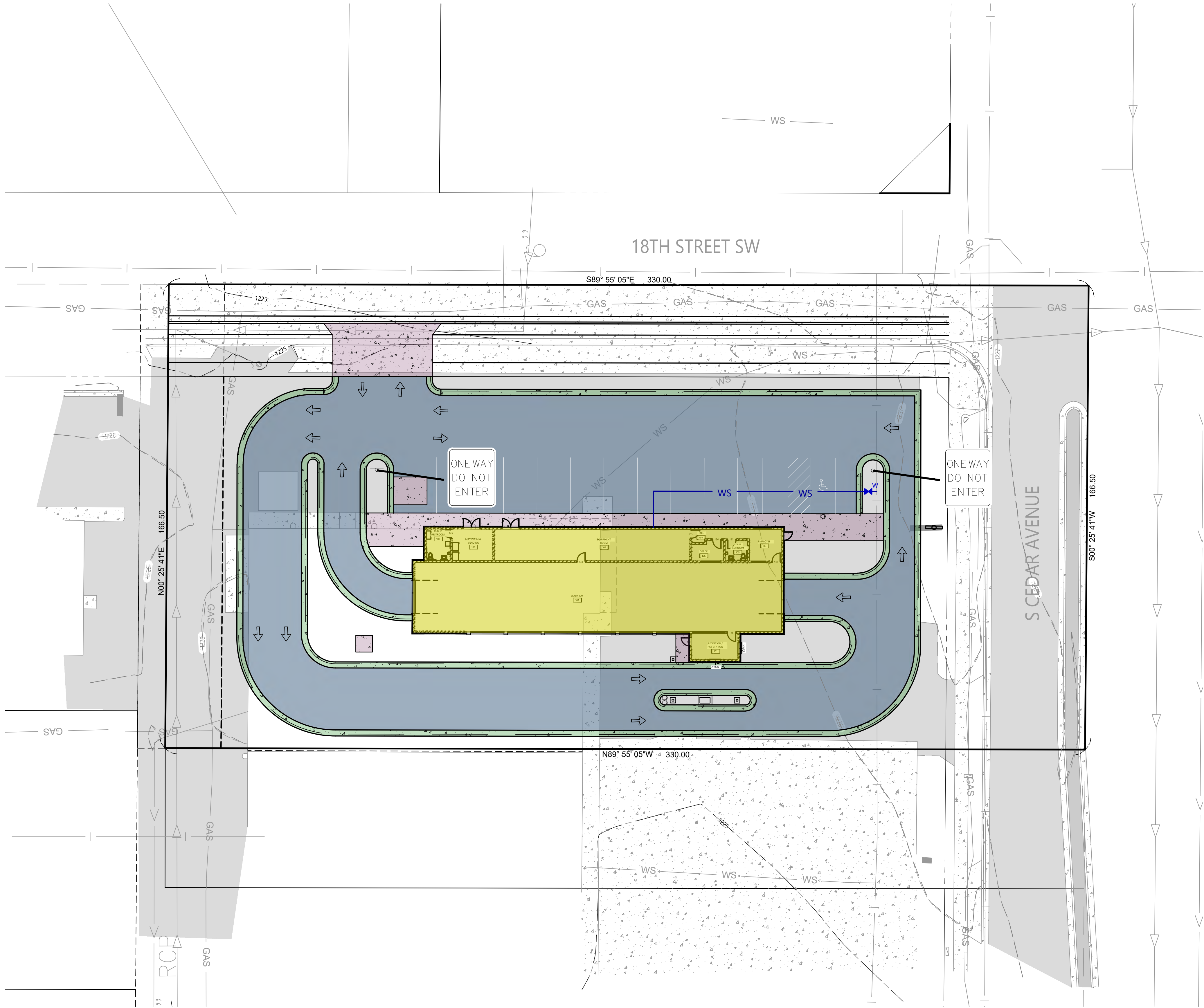


4 EXTERIOR RENDERING

NOT TO SCALE



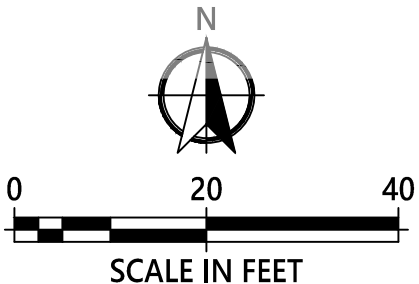
© 2025 WIDSETH - FILE: W:\PROJECTS\NATHAN\PERSON-39393\2025-10413\CADD\CIVIL\C-PM-2025-10413.DWG PLOTTED BY: VANESSA HINES, June 25, 2025



- EXISTING SITE FEATURES**
  - BUILDING
  - BITUMINOUS PAVEMENT
  - CONCRETE PAVEMENT
  - CURB & GUTTER
  - FOC UNDERGROUND FIBER OPTIC CABLE
  - UGT UNDERGROUND TELEPHONE CABLE
  - OHE OVERHEAD ELECTRIC WIRE
  - UGE UNDERGROUND ELECTRIC WIRE
  - GAS NATURAL GAS MAIN PIPE
  - WATER MAIN PIPE
  - WS WATER SERVICE PIPE
  - SS STORM SEWER PIPE
  - SS SANITARY SEWER PIPE
  - SS SANITARY SERVICE PIPE
  - 1230 MAJOR CONTOURS (WITH LABEL)
  - 1234 MINOR CONTOURS (WITH LABEL)
  - NATURAL GAS VALVE
  - WATER MAIN VALVE
  - INLET STRUCTURE
  - MANHOLE
  - CATCH BASIN
  - LIGHT POLE
  - ELECTRIC POLE
  - TELECOM PEDESTAL

- PROPOSED SITE FEATURES**
  - SUBJECT TRACT(S) BOUNDARY
  - RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - SUBJECT TRACT SETBACK LINE(S)
  - BUILDING
  - BITUMINOUS PAVEMENT
  - CONCRETE PAVEMENT
  - CURB & GUTTER
  - MANHOLE
  - CATCH BASIN
  - CLEANOUT
  - MANHOLE
  - WATER MAIN VALVE

**SUBSURFACE UTILITY NOTE**  
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



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CRAIG N. BRITTON

LIC. NO.: 44228

DATE: 06/20/2025

| DATE | REV# | REVISIONS DESCRIPTION |
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GOOD DAY EXPRESS CAR WASH

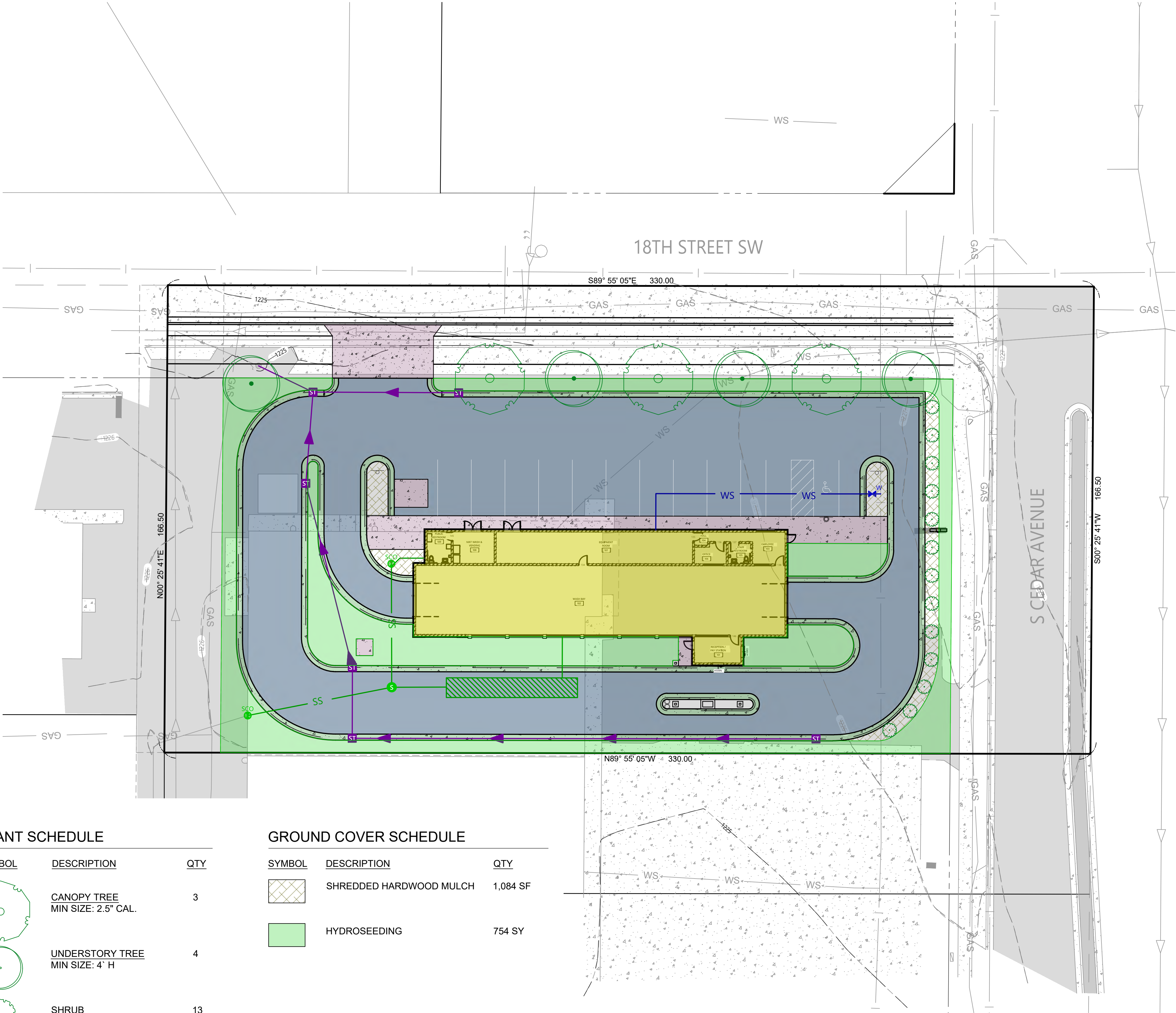
PAVEMENT MARKINGS AND SIGNAGE PLAN

C3.0

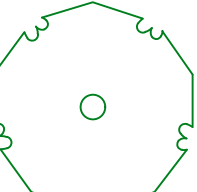
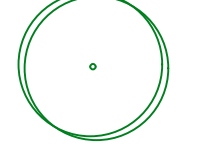
PROJECT #: 2025-10413



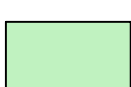
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PLANT SCHEDULE

| SYMBOL                                                                             | DESCRIPTION                                                     | QTY |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----|
|  | CANOPY TREE<br>MIN SIZE: 2.5" CAL.                              | 3   |
|  | UNDERSTORY TREE<br>MIN SIZE: 4" H                               | 4   |
|  | SHRUB<br>EVERGREEN MIN SIZE: 36" H<br>DECIDUOUS MIN SIZE: 15" H | 13  |

GROUND COVER SCHEDULE

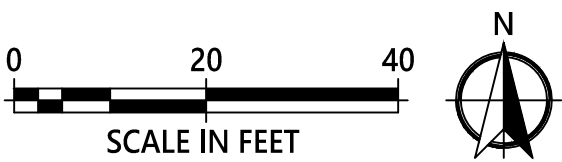
| SYMBOL                                                                              | DESCRIPTION             | QTY      |
|-------------------------------------------------------------------------------------|-------------------------|----------|
|  | SHREDDED HARDWOOD MULCH | 1,084 SF |
|  | HYDROSEEDING            | 754 SY   |

GENERAL NOTES

- CONTRACTOR TO INSTALL ALL TREES AND LARGE SHRUBS 10' MINIMUM CLEAR OF ALL WATER SERVICES AND 15' MINIMUM CLEAR OF ALL FIRE HYDRANTS.
- REMOVE ALL BURLAP FROM THE TOP OF ROOT BALL. REMOVE ALL GREEN TREATED BURLAP. REMOVE ALL PLANT IDENTIFICATION TAGS FROM ALL PLANT MATERIALS.
- KEEP ALL PLANT MATERIALS MOIST AND SHADED UNTIL PLANTED.
- FOR CONTAINER PLANTS: MAKE 4 TO 5 VERTICAL CUTS IN ROOT BALL AFTER PLANT HAS BEEN REMOVED. MAKE CUTS 1/2" DEEP. PLANT IMMEDIATELY.
- SPREAD MULCH SO THAT IT IS NOT IN CONTACT WITH WOODY BASE OF PLANT.
- MULCH AT BASE OF TREES 5'-0" DIAMETER RING WHERE TREES ARE LOCATED IN OPEN GRASS AREAS.
- LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATION OF ALL EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH WORK TO BE DONE.
- FINE GRADING AND EDGING SHALL BE APPROVED PRIOR TO PLANTING OPERATIONS.
- PLANT MATERIAL SHALL NOT BE INSTALLED IN AN AREA WHICH WILL CAUSE HARM TO ADJACENT STRUCTURES. NOTIFY THE ARCHITECT SHOULD CONFLICTS ARISE.
- UNLESS OTHERWISE NOTED, FINISH GRADE OF PLANTING AREAS SHALL BE 2" BELOW ADJACENT PAVING. TAPER 3" DEPTH MULCH TOP DRESSING TO 1/2" BELOW ADJACENT PAVING (1 1/2" DEPTH) WITHIN 2" OF PAVING.
- ALL EXISTING TREES, SHRUBS, VINES AND GROUND COVERS TO REMAIN SHALL BE PROTECTED. ANY DAMAGE CAUSED BY CONTRACTOR'S WORK OR NEGLIGENCE SHALL BE REPLACED OR REPAIRED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNER.
- LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
- LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURB AND GUTTER, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO THESE ITEM SHALL BE REPAIRED AT NO COST TO OWNER.
- LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIALS ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BEGINNING OF WORK.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY HAVE OCCURRED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- EXISTING TREES OR SIGNIFICANT SHRUB MASSING FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO REMOVAL.
- TREES AND SHRUBS OUTSIDE GRADING LIMITS SHALL REMAIN.
- ALL OPEN AREAS NOT IDENTIFIED AS SHREDDED HARDWOOD MULCH ARE TURF AREAS AND SHALL BE INSTALLED PER MNDOT METHOD 5. HYDROSEEDING USING LOW MAINTENANCE TURF 25-131.

PLANTING NOTES

- PLANT LOCATIONS ARE DIAGRAMMATIC AND MAY BE ADJUSTED IN THE FIELD AT THE OWNERS'S REQUEST PRIOR TO INSTALLATION. OBTAIN APPROVAL OF PLANT LAYOUT FROM ARCHITECT PRIOR TO PLANTING.
- MULCH AREAS IDENTIFIED ARE TO RECEIVE 3" DEPTH OF SHREDDED HARDWOOD MULCH.
- ALL NEWLY PLANTED MATERIAL SHALL BE THOROUGHLY SOAKED WITH WATER WITHIN 3 HOURS OF PLANTING.
- THIRTY DAYS AFTER PLANTING, CONTRACTOR SHALL RE-STAKE AND STRAIGHTEN TREES AS NECESSARY.
- LANDSCAPE CONTRACTOR SHALL THOROUGHLY LOOSEN ANY COMPACTED SUBGRADES PRIOR TO PLACING TOPSOIL, TO A MINIMUM DEPTH OF 10". ROLL SUBGRADES TO PREVENT SETTLING.
- CONTRACTOR WITH RE-USE EXISTING TOPSOIL FROM SITE AND BRING TO FINISH GRADE WITH 4" OF TOPSOIL IN ALL LAWN AREAS, AND 12" OF TOPSOIL IN ALL PLANTING BED NOT ADJACENT TO BUILDING.
- LANDSCAPE CONTRACTOR SHALL REMOVE SOD, CONTAMINATED SOILS, MISCELLANEOUS WASTE MATERIALS FROM AREAS TO BE PLANTED AND SEEDED. CONTRACTOR SHALL LOOSEN COMPACTED SUBSOILS BY TILLING AND IMPORT NEW TOPSOIL AS REQUIRED TO RESTORE GRADES AND MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING. VERIFY FINAL LIMITS OF AREAS WITH ARCHITECT PRIOR TO COMMENCING. OPERATIONS.
- KEEP ALL PLANT MATERIALS MOIST AND SHADED UNTIL PLANTED.
- PLANT MATERIALS TO BE INSTALLED PER PLANT DETAILS.
- PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OR OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 10-0-5 OF 10 OZ. PER 2.0" CALIPER TREE AND 6 OZ. PER SHRUB.
- PLANTING AREAS RECEIVING ANNUALS SHALL RECEIVE A MINIMUM OF 18" DEPTH OF PLANTING SOIL CONSISTING OF 45 PARTS TOPSOIL, 45 PARTS SCREENED COMPOST AND 10 PARTS SAND.
- PERENNIAL AND SHRUB BEDS ARE TO RECEIVE APPLICATION OF PRE - EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL) FOLLOWED BY 4" DEEP MULCH.
- LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH TWO CALENDAR YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
- CONTRACTOR SHALL HAVE SUFFICIENT WATERING EQUIPMENT AND/OR FORCES AVAILABLE TO COMPLETELY WATER ALL PLANT MATERIALS ONCE EACH WEEK THROUGH THE WARRANTY PERIOD. WATERING INTERVALS SHALL BE VARIED AND BASED ON PREVAILING MOISTURE AND WEATHER CONDITIONS.



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####  
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CRAIG N. BRITTON LIC. NO.: 44228 DATE: 06/20/2025

| DATE | REV# | REVISIONS DESCRIPTION |
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GOOD DAY EXPRESS CAR WASH

LANDSCAPE PLAN

C4.0

PROJECT #: 2025-10413



6/20/2025

Community Development  
540 West Hills Circle  
Owatonna, MN 55060

CW Development, LLC  
Nate Pierson  
11634 N Sundown Dr  
Scottsdale, AZ 85260

**Rochester**  
3777 40th Avenue NW  
Suite 200  
Rochester MN 55901

507.292.8743  
Rochester@Widseth.com  
Widseth.com

**RE:** Good Day Express Car Wash; 1810 Cedar Ave S (Parcel ID: 17-021-1108)

### **Project Narrative:**

**Project Location:** The proposed Good Day Express Car Wash is located at 1810 Cedar Ave S on the southwest corner of the intersection of 18<sup>th</sup> Street SW and Cedar Avenue S. The lot is 0.80 acres and is within the Community Business District (B-2).

**Project Description:** The proposed Good Day Express Car Wash project is a transient motor vehicle service activity that will serve the neighborhood, community, and vehicular traffic traversing the southside of the City of Owatonna. It includes a single, thirty-six-foot access off 18<sup>th</sup> Street SW for ingress and egress vehicular traffic on the north side of the lot. When vehicles enter the site, they are directed to the south and east via a twenty-four-foot drive aisle leading to the main service check-in. The vehicle then leaves the main check-in and will either enter the 16-foot car wash entry or they have the option to exit using a 12-foot by-pass lane. When the car wash service is complete, vehicles exit via the 16-foot exit lane back to the site towards the access on 18<sup>th</sup> Street SW. Vehicles have the option to either exit the site or utilize the vacuum bays on the north side of the building, offering drivers additional convenient interior vehicle cleaning service options.

### **157.099 CONDITIONAL USES:**

The purpose of a conditional use permit is to provide the city with a reasonable degree of discretion in determining the suitability of certain designated uses upon the general welfare, public health and safety. In making this determination, whether or not the conditional use is to be allowed, the city shall consider the following. (See our responses in “**BOLD**” below to the list of considerations.)

(1) *General.* If the establishment or operation of the proposed conditional use will be detrimental to or endanger the public health, safety, morals, comfort or general welfare. **The proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. A carwash is a motor vehicle service convenience that will enhance the comfort of area neighborhoods, the community and travel patrons to the area.**

(2) *Compatibility with surrounding area.* The architectural appearance and functional plan of the building and site shall reflect the building character of the area and shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence within a reasonable distance of the lot. The proposed development shall be compatible with existing and

planned use of the area and conflicts should not be created between the proposed use and existing and intended future uses of the surrounding area. **The building appearance and functional plan reflects the character of the area and is similar to the existing buildings and uses within the B-2 Community Business District.**

(3) *Traffic control.* The traffic generated by a use shall be channelized and controlled in a manner that will avoid congestion on public streets, safety hazards or excessive traffic through residential areas. The traffic generated shall not raise traffic volumes beyond the capacity of the surrounding streets. Vehicular access points shall be limited, shall create a minimum of conflict with through traffic movements and shall be subject to the approval of the City Engineer. Vehicular drive up ingress lanes shall be large enough to accommodate peak auto use on the same lot without requiring the stopping or waiting of vehicles on public right-of-way. Ingress lanes shall be from the least heavily traveled street wherever possible. **Traffic generated by the proposed carwash will be directed to an access off 18<sup>th</sup> Street SW limiting vehicular conflicts by controlling congestion and preventing safety hazards through a shared ingress and egress.**

(4) *Availability and adequacy of public services.* Public services, including, but not limited to, sewer, water, gas, police and fire protection, should be available at an adequate level and capable of servicing the proposed land use. In addition, adequate access, drainage and any other necessary support facilities shall be provided. The Planning Commission and City Council may impose any necessary conditions or restrictions upon the proposed land use to insure that an overloading of city systems does not occur and that inordinate demand on public services does not jeopardize or limit existing and projected public service demands. **There are adequate public services available that can serve the proposed carwash and adequate access, drainage and other necessary support facilities are provided for review to the City.**

(5) *Other factors.* All such other or further factors as the city shall deem a requisite or consideration in determining the effect of such use on the general welfare, public health and safety. **It is understood that through the Conditional Use Permit process the city is concerned of the effect on the general welfare, public health and safety the proposed carwash will have on the area and the citizens of Owatonna and can approve the car wash with reasonable conditions through the public hearing process.**

**Logan Tjossem, AICP**

Principal Planner

[507-206-2138](tel:507-206-2138)

3777 40th Avenue NW Suite 200

Rochester, MN 55901-3297





Date: 2025-07-01

Project: Good Day Express Car Wash

Address: 1810 Cedar Ave S.

Conditional Use Permit: CUP-20

Staff Review Comments:

1. All construction activity shall be consistent with the most current Stormwater Management Code 52.00, design standards, and guidance documents, at the time of permitting.
2. All development and redevelopment standards (reconstruction) related to post construction stormwater management shall be reviewed and approved as part of plat approval and prior to any issuance of a Grading Permit, Building Permit, Certificate of Occupancy, and/or permit termination as applicable.
3. City Grading Permit coverage is required.
4. All typical grading permit termination requirements shall be met including:
  - a. Submission of SWPPP Self-inspection records and project completion photographs.
  - b. Final topographic survey, As-built, and updated Record Drawing will be required. As-built shall be submitted as .pdf and GIS compatible format (CAD or shapefile is acceptable).
5. All private storm sewer connections will require a private storm sewer connection agreement and drainage analysis.
6. This proposal appears to reduce total impervious surface at the property.

Should you have any questions, please call 507.444.4350.

Thank You

A handwritten signature in blue ink, appearing to read "Sean Murphy".

Sean Murphy  
Director of Public Works and City Engineer



CITY OF  
**OWATONNA**

# Miscellaneous



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Jeanette Clawson, Administrative Coordinator  
SUBJECT: Tree Trimmer Permit - The Davey Tree Expert Company, Rochester MN

**Purpose:**

Council to approve an application received from Tonya Austin for a Tree Trimmer Permit for the Davey Tree Expert Company. Their main office is in Kent, OH with location in Rochester MN.

**Background:**

The City Code considers it "unlawful for any person to cut, trim, prune, remove, spray or otherwise treat trees, shrubs or vines which are located on or extended over any public street, boulevard, park or other public place, for another, without a license therefor." The City's Tree Trimmer Permit is an annual permit which expire March 31st each year.

Received was the application, payment of fees and the required Certificate of Insurance. A Background Verification is in process.

**Budget Impact:**

\$ 50.00 - Annual Tree Trimmer's Permit  
100.00 - new vendor, Background Verification Fee  
\$150.00 - total fees collected

**Staff Recommendation:**

Staff recommends approval contingent on completion of successful Background Verification.

**Attachments:**

None





DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Jeanette Clawson, Administrative Coordinator  
SUBJECT: Tree Trimmer Permit - Born2Trim, LLC, Princeton MN

**Purpose:**

Council to approve an application received from Jeffrey Born for a Tree Trimmer Permit for Born2Trim, LLC of Princeton MN.

**Background:**

The City Code considers it "unlawful for any person to cut, trim, prune, remove, spray or otherwise treat trees, shrubs or vines which are located on or extended over any public street, boulevard, park or other public place, for another, without a license therefor." The City's Tree Trimmer Permit is an annual permit which expire March 31st each year.

Received was the application, payment of fees and the required Certificate of Insurance. A Background Verification is in process.

**Budget Impact:**

\$ 50.00 - Annual Tree Trimmer's Permit  
100.00 - new vendor, Background Verification Fee  
\$150.00 - total fees collected

**Staff Recommendation:**

Staff recommends approval contingent on completion of successful Background Verification.

**Attachments:**

None



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Emily Burns, Finance Director  
SUBJECT: Service Agreements - Finance Assessment - Abdo

**Purpose:**

Approve the Service Agreements with Abdo to complete comprehensive assessments of core finance processes.

**Background:**

The Finance team is focusing on improving the efficiency of core processes. The City is requesting to partner with Abdo to complete a comprehensive assessment of all core finance processes. The Abdo team consists of public finance experts with extensive years of service. The scope of these assessments will include process evaluations and identification of processing challenges and efficiency improvements. The project outcomes will include identification of best practice process improvements, training and documentation of those enhanced processes, expert support for the team, and a finance department structure recommendation.

**Budget Impact:**

The 2025 budget impact of these agreements is \$49,500. Final costs upon completion of the project will be accounted for in the 2026 operating budget.

**Staff Recommendation:**

Staff recommends approval of the agreements with Abdo for finance assessment.

**Attachments:**

1. Payroll Assessment Proposal
2. ProEval Proposal - Finance



Proposed by

**Leah Davis, CPA**

Partner | Abdo

leah.davis@abdosolutions.com

**P** 507.524.2347

June 13, 2025

**SERVICE PROPOSAL FOR**

# City of Owatonna

*540 West Hills Circle, Owatonna, Minnesota 55060*

[abdosolutions.com](http://abdosolutions.com) | Mankato, MN - Edina, MN - Scottsdale, AZ



Jenna Tuma, Assistant City Administrator  
Emily Burns, Finance Director  
Emily Thamert, HR Director  
City of Owatonna  
540 West Hills Circle  
Owatonna, Minnesota 55060

June 13, 2025

Dear Jenna, Emily and Emily,

Thank you for the opportunity to submit this proposal to City of Owatonna for a Comprehensive Payroll Software and Process Assessment. We appreciate the opportunity to partner with your team and, based on our experience helping city governments of your size and with similar needs, I'm confident that the project scope, process, and outcomes will provide you the insight, clarity and strategy to move forward with confidence.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes alongside them. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver creative solutions.

In our discussion last week, I heard your team say that you're looking for the following support:

- Working with an advisor that understands government employers, values your team, and has the specialized knowledge to provide a thorough review of your current payroll software usage, practices, and policies.
- Providing you a clear and prioritized list of identified risks, opportunities, and recommendations to give the City of Owatonna a roadmap as you move forward.
- Finding a partner that can help you assess the costs, benefits, and challenges of staying in your current payroll software vs. exploring other software options, including consideration of how HRIS and payroll software options integrate with one another.

I look forward to talking more about the project with you and encourage you to let me know if you have any questions, suggestions, or concerns.

Thanks again for the opportunity to continue to partner with your team and we're excited to get started!

Sincerely,

**Abdo**

**Leah Davis, CPA**

Partner | Abdo

100 Warren Street, Suite 600 | Mankato, Minnesota 56001  
5201 Eden Avenue, Suite 250 | Edina, Minnesota 55436  
14500 N Northsight Blvd, Suite 233 | Scottsdale, Arizona 85260

P 507.625.2727  
P 952.835.9090  
P 480.864.5579





# Payroll Experience

Our talented payroll team members recognize that our primary focus must always be providing outstanding service to your most valuable resource – your people. Our team is comprised of payroll industry experts with over 75 combined years of service, including two Certified Public Accountants. Beyond having a deep knowledge of payroll tax, compliance, and processes, our team also understands that payroll is a critical piece of a much larger strategic objective - attracting and retaining the workforce necessary to drive your organization's goals.

As your payroll partner, we bring the experience and expertise to offer payroll support that reduces stress and ensures deadlines and compliance requirements are met. We provide proactive and value-added suggestions for improvement to our valued clients and will do the same for you and your team. We're not just gathering data and completing a transaction, we're committed service-providers who understand the payroll process and its impact on your city. Your people are your biggest asset and there will always be someone to help you each time you call.

In addition to payroll support, Abdo is a full-service firm with over 250 experienced experts in areas ranging from accounting, audit, taxation, human resources, business valuation, and estate planning. Our team is here to help bring your city to the next level of success.

## PROCESS

From the start, you will experience the difference working with Abdo, as we begin our relationships by getting to know your city. We focus on learning your unique payroll timing, policies, processes, challenges, and opportunities. During this phase, we transition your city to an integrated software platform to streamline confidential payroll communication and information sharing, while allowing us to stay connected to your management team and employees. Through this process, we will uncover opportunities to improve compliance, employee experience, and payroll process efficiencies for your team. Upon completion of set-up, we provide the necessary process and software training to you and your staff.

With our experience and commitment to quality service, you can be confident that we're the right payroll partner for your city. Let us help you take the stress and anxiety out of payroll to allow you to focus on what you do best.

## OUR PAYROLL EXPERTS PROVIDE:

- Integrated payroll software options that keep you connected with management and employees
- Guaranteed on-time payroll processing and employee pay delivery
- Proactive and expert payroll compliance support to keep you out of trouble
- Worry-free tax and regulatory reporting and filing with anytime access to management and labor reports
- Employee-friendly self-service access and information updating
- Integrated time and PTO tracking, approval, and scheduling
- No-hassle accounting entries and general ledger integration
- Integrated software support and utilization
- Specialized labor cost analysis and reporting
- Multi-department labor cost allocation



# Human Resources Consulting

OUR HUMAN RESOURCES EXPERTS PROVIDE:



## Customized HR Support

*As-needed support to handle challenging and confusing HR issues, including workplace investigations. We can help translate the rules into real-world solutions.*



## HR Assessment Projects

*Gain clarity of your entire organization through documentation of your current HR policies and procedures, identification of potential risk areas, and recommendations for long-term process and program improvements to help you move forward with confidence.*



## HR & Payroll Automation

*Leverage technology and automation to keep your organization compliant while minimizing the paper shuffle so you can free up your time to focus on your people.*



## Employee Handbook Development and Manager/Employee Training

*Provide your leaders and employees with clear and predictable policies that work in real life and are tailored to your unique organization.*



## Benefit Plan Value Analysis, Enrollment Support, and Employee Education

*Ensure your employee benefit investment is built around what your employees value most and receives the recognition and appreciation it deserves.*



## Affordable Care Act (ACA) Compliance

*Leverage the extensive knowledge of our HR professionals to ensure your organization is proactive and compliant in all areas of ACA planning, management, and reporting.*



## Performance Management Program Development and Training

*Develop customized and intentional programs to motivate, measure, and reward the key behaviors that drive real organizational success.*



## Manager and Leadership Training

*Design customized and comprehensive training curriculum for leaders and employees to support a culture of continuous development and learning. Training topics may include, but are not limited to, sexual harassment, disability accommodation, effective communication and feedback, goal-setting and performance management, change management, and constructive conflict.*



## Total Compensation Program and Marketability Analysis

*Ensure confidence that your compensation program is competitive, motivating, and focused on retaining your highest performers.*

# Your Team

At Abdo, we believe that trust is a vital component in the success of our partnership. That trust requires an understanding of your needs and confidence in the expertise of your engagement team. That's why we've curated a team with relevant experience and first-hand knowledge of the challenges you face. Many of our advisors have worked in government HR and payroll for decades, cultivating the same experiences you currently face. This depth of understanding can lead to a comprehensive view of your challenges, potential cost reductions, and a quicker road to results.

## KEY CONTACTS

Key team members are briefly profiled below, with additional staff providing support as needed throughout the engagement.



**LEAH DAVIS, CPA**

**Partner**

*leah.davis@abdosolutions.com*

**P** 507.524.2347



**ANN PETROWIAK, CPA**

**Senior Manager**

*ann.petrowiak@abdosolutions.com*

**P** 507.524.2349



**MICHAEL MOONEY, SPHR, SHRM-CP**

**Manager**

*michael.mooney@abdosolutions.com*

**P** 952.715.3043



**BRITTANY BAUER**

**Senior Associate**

*brittany.bauer@abdosolutions.com*

**P** 507.304.6836

# Value

## SERVICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

## PRICE GUARANTEE

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, is listed on the following page.

## ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.

## PAYMENT TERMS

Initial invoice will be sent within 10 days of the execution of this agreement.

Project Kick-Off Meeting - 50% of contracted fees due

Delivery of Final Report - Remaining balance due

**ABDO PAYROLL ASSESSMENT**  
**SCOPE OF SERVICES**

**PROPOSED  
INVESTMENT**

**Comprehensive Payroll Assessment**

Includes up to 6 hours of virtual interview(s) in collaboration with your staff and leadership team to review the following:

- Current payroll & related HR policies and practices including review and risk assessment of employee handbook and collective bargaining agreements
- Benefit plan compliance and administration
- Historical payroll report sampling and review of prior year IRS and Minnesota payroll tax filings
- Review of general payroll regulatory compliance
- Identification of payroll processing challenges and bottlenecks
- Assessment of current HR and payroll systems setup and utilization, with a focus on identifying areas of automation or efficiency improvements

**\$9,500**

**Project outcomes include:**

- Proactive awareness of areas of HR, payroll, and CBA compliance risk and recommendations for improvement
- Identify HR and payroll related automation and process opportunities to increase efficiency, save costly staff labor dollars and free up staff time to focus on other priorities
- Documented timeline, HR tool/templates, and prioritization of key recommendations, providing you with a roadmap so you can take action and begin seeing results right away

# Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at [www.abdosolutions.com](http://www.abdosolutions.com).

## HR & PAYROLL SERVICES

**We help employers better support their most valuable resource...their people.** Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

## LONG TERM PLANNING

**How will you fund your city's Capital Improvement Plan?** Part of establishing a capital improvement program is determining how to pay for it. Will you issue debt? Raise property taxes? Reorganize your capital budget? A long-term plan can help you answer these questions and more. Depending on your needs, our approach to long term planning may include:

- Preparing projections to gauge future revenue streams
- Conducting a debt management study
- Reviewing reserve and fund balance policies
- Implementing plans to achieve pay-as-you-go financing

## THIRD PARTY AUDIT PREP & RESPONSE

**Need help getting ready for your audit?** We can help. We are experienced in helping clients get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.



# Appendix A

AGREEMENT FOR SERVICES



# Agreement for Services

THIS AGREEMENT, is made and entered into on June 13, 2025, by and between the City of Owatonna, Minnesota (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

## Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

## ARTICLE I

### INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

## ARTICLE II

### LIABILITY INSURANCE

**Section 1 Liability Insurance:** The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

### ARTICLE III

#### DURATION OF THE AGREEMENT

**Section 1 Duration:** This Agreement shall commence upon date of execution by all parties and shall remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 or 3.

**Section 2 Client's Termination Rights:** Client may terminate this Agreement for its convenience by providing written notice of termination to Contractor. Upon any termination by Client for convenience, Client shall be obligated to pay for all services provided by Contractor through the date of termination set forth in the written notice. In addition, Client may terminate this Agreement for Contractor's failure to perform its services in accordance with the terms of this Agreement (termination for "cause") by providing Contractor written notice of intent to terminate that sets forth in detail the reasons for cause to terminate, which written notice shall afford Contractor a reasonable period of time of not less than ten (10) business days to cure the stated grounds for termination to the reasonable satisfaction of Client. In the event of Client's termination of the Agreement for cause, Client shall be obligated to pay for all services provided by Contractor through the date of termination.

**Section 3 Contractor's Termination Rights:** Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 10 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

### ARTICLE IV

#### GENERAL

**Section 1 Authorized Client Agent:** The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

**Section 2 Amendments:** No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

**Section 3 Assignability:** The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

## ARTICLE IV (CONTINUED)

### GENERAL (CONTINUED)

**Section 4 Data:** Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

**Section 5 Data Accuracy and Prompt Delivery:** Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.

**Section 6 No Legal Advice:** Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including regulatory compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

## ARTICLE IV (CONTINUED)

### GENERAL (CONTINUED)

**Section 7 Entire Agreement:** This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 8 Severability:** All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9 Contractor Fiscal Decision Waiver:** Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

**Section 10 Compensation:** The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this Agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

**Section 11 Additional Services:** Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

**Section 12 Outside Contractors:** It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

**Section 13 Equal Employment Opportunity:** Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

#### ARTICLE IV (CONTINUED)

##### LIMITATION OF LIABILITY

**Section 14 Disputes:** If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

**Section 15 Limitation of Liability:** Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.



# Appendix B

AGREEMENT FOR THE PROVISION OF  
PROFESSIONAL SERVICES



# Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

**City of Owatonna**

540 West Hills Circle

Owatonna, Minnesota 55060

  
2025-07-07 17:53:37 (601)

**Abdo, LLP**

100 Warren Street, Suite 600

Mankato, Minnesota 56001



**Leah Davis, CPA**

Partner | Abdo

June 13, 2025



# Appendix C

PROFESSIONAL BIOS



# Leah Davis

## CPA

Partner, HR and Payroll Services

leah.davis@abdosolutions.com

Direct Line 507.524.2347

Leah joined the firm as Partner of the Firm's HR and Payroll Service segment. She spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

### EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

### PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Society for Human Resource Management (SHRM)

### QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations



# Ann Petrowiak

## CPA

Senior Manager

[ann.petrowiak@abdosolutions.com](mailto:ann.petrowiak@abdosolutions.com)

Direct Line 507.524.2349

Ann joined the Firm in 2016 as a Payroll Manager. She brings over 10 years of experience in payroll and accounting services working with clients of various sizes and industries, including business, city government, agriculture, and non-profit.

### EDUCATION

- Bachelor of Arts in Accounting, Saint Mary's University
- Continuing professional education

### PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- American Payroll Association

### QUALIFICATIONS

- Experience in payroll processing, reporting and tax filing, timeclock and payroll database implementation, maintenance and training, departmental labor allocations and costing/ledger reporting, affordable care act reporting, benefit administration, and accounting
- Experience in managing multi-state payroll systems and ensuring compliance in accordance with federal, state, and local laws
- Experience in payroll process assessments to help leaders leverage payroll systems and evaluate efficiencies of current processes
- Works extensively with ADP HR/Payroll system, Paylocity HR/Payroll system, and multiple other payroll, timeclock and accounting systems



# Michael Mooney

## SPHR, SHRM-CP

Manager

[michael.mooney@abdosolutions.com](mailto:michael.mooney@abdosolutions.com)

Direct Line 952715.3043

Michael joined the Firm in 2022. He brings over 5 years of experience working closely with business leaders, managers, and employees in a wide variety of HR Functions. He is passionate about utilizing HR technology and data to support growing businesses.

### EDUCATION

- Bachelor of Science in Management with HR Emphasis, North Dakota State University

### PROFESSIONAL MEMBERSHIPS

- Society for Human Resource Management

### QUALIFICATIONS

- Human Resources management & process development
- HRIS implementation, system utilization, and process improvement
- Compensation and benefits plan design and management
- Manager coaching
- Full cycle recruiting and interview training
- Certified DiSC Workplace Profile facilitator
- Employee engagement, development, performance management and retention
- Experience in banking and multi-family housing industries



# Brittany Bauer

Senior HR Associate

[brittany.bauer@abdosolutions.com](mailto:brittany.bauer@abdosolutions.com)

Direct Line 507.304.6836

Brittany Bauer joined Abdo in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 15 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

## AFFILIATIONS

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

## QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/payroll system utilization, timeclock, HR, and payroll database integrations
- HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals





SERVICE PROPOSAL FOR

# City of Owatonna

540 West Hills Circle Owatonna, Minnesota, 55060

July 11, 2025

[abdosolutions.com](http://abdosolutions.com) | Mankato, MN - Edina, MN - Scottsdale, AZ

**Abdo**  
Financial  
Solutions

Proposed by

Jodi Bursheim

Partner | Abdo

[jodi.bursheim@abdots.com](mailto:jodi.bursheim@abdots.com)

P 952.715.3064



Jenna Tuma, Assistant City Administrator  
City of Owatonna  
540 West Hills Circle  
Owatonna, Minnesota, 55060

Dear Jenna,

Thank you for the opportunity to submit this proposal to the City of Owatonna (the City) for partnering with the City on a Financial Management Process Evaluation, Finance Structure Assessment, Training and documentation, and On-Going Support. Our goal is to identify inefficiencies, streamline workflows, and enhance the accuracy and reliability of your financial operations. Based on our experience with the type of work outlined in the proposal, we are confident our experience and expertise will allow us to exceed your expectations, provide a roadmap for sustainable improvements, and light the path forward for your organization.

Our success has been driven by utilizing staff that is experienced and well trained in governmental operations. We understand attention to detail, project approach, management plan and quality work product are important factors and we are confident in our ability to demonstrate that to your team.

We are confident our solution will offer the City advanced insights, provide public finance guidance, and serve as an experienced partner to assist the City. Our proposal is based on the needs of the City as laid out in the request for proposal and the experiences we have had working with other cities.

We appreciate the opportunity to have met with you to discuss how we can best service the City.

The term of this contract shall be from July 28, 2025 through December 31, 2026.

An Abdo FS representative will primarily provide services remotely, but will be available to visit the City offices for two days of on-site interviews with staff.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

**Abdo Financial Solutions**



**Jodi Bursheim**

Partner | Abdo



# The current state

## WHAT WE HEARD

We understand the challenges you face as an organization with ever-changing regulations, financial standards, staffing changes, and council vision. Our discussions have highlighted several specific areas of concern, which include:

- **Finance Department Efficiency:** There is a pressing need to address the inefficiencies within your finance department, which currently suffers from knowledge gaps in many of your current processes. This is critical to ensuring seamless operations, especially in the areas of cash and investment reconciliations.
- **Accurate Financial Statements:** You have highlighted the critical importance of maintaining smooth operational workflows to ensure the timely and accurate preparation of financial statements for submission to the Council. This process is vital not only for regulatory compliance but also for providing the Council with reliable financial insights necessary for strategic decision-making.
- **Finance Staffing Structure Evaluation:** It is essential to assess the current staffing framework to identify areas for improvement. We propose conducting a detailed assessment to offer recommendations based on a comprehensive understanding of the anticipated workflow environment. This approach will ensure that any future hires align with your organizational goals and it will empower you to make informed decisions regarding any necessary changes.
- **Support for the Finance Director and Finance team:** We aim to offer dedicated support to your Finance Director, particularly in bridging the knowledge gap that arises when transitioning from another state. Our goal is to equip the role with tools and insights needed to succeed in their role, thereby enhancing the overall performance of the finance department.

## CONSIDERATIONS AS YOU MOVE FORWARD

Given these challenges you're facing, we know that it can become overwhelming to grasp all the factors at play. Our team wants to ensure you have a pulse on all of these factors as you begin your search for solutions. Have you considered the following:

- Consideration 1: Having step by step documentation to allow for effective training going forward and minimize future risk.
- Consideration 2: Having on-going support for ever-changing finance compliance standards.

# The path forward

## WHAT'S YOUR VISION?

**Let's build it together.** With knowledge and care, Abdo lights your path forward—illuminating opportunity and fueling your confidence to navigate the future. What do you envision for your future? We believe it could look something like this:

- A thorough understanding of your operations through process assessment, analysis, and recommendations.
- Implementation of a comprehensive long-term strategic plan to guide your organization for years to come.
- Strategic direction driven by creative solutions and effective technologies.

## EXPERTISE FOR YOUR CHALLENGES

In the government space, your organization faces unique challenges that require a specific understanding of government regulations and operations. Our team not only has experience working with governmental entities, but many came directly from city administration and finance offices, giving them a unique understanding of the challenges you face.



### Meet Jodi

**Jodi Bursheim**  
Partner

Jodi has over 25 years of experience working in governmental accounting for Minnesota municipalities and 10+ years in non-profit and corporate accounting.



## The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

[LEARN MORE ON OUR WEBSITE](#)

# Your Team

At Abdo, we believe that trust is a vital component in the success of our partnership. That trust requires an understanding of your needs and confidence in the expertise of your engagement team. That’s why we’ve curated a team with relevant experience and first-hand knowledge of the challenges you face. Many of our advisors have worked in government finance offices for decades, cultivating the same experiences you currently face. This depth of understanding can lead to a comprehensive view of your challenges, potential cost reductions, and a quicker road to results.

## KEY CONTACTS

Key team members are briefly profiled below, with additional staff providing support as needed throughout the engagement.



**KELLI TRUVER, PHD**

**Manager**  
*kelli.truver@abdofs.com*  
**P** 952.395.9534

Kelli has extensive experience in managing nonprofits and small communities. She has a variety of skills including, but not limited to: strategic planning, project management, risk management, budgeting and finance, data analysis, policy analysis, and tourism development.



**KARRI THORSTEN**

**Manager**  
*karri.thorsten@abdofs.com*  
**P** 952.939.3214

Karri has 25+ years of finance experience with governments and nonprofit organizations. She also has additional experience monitoring budgets, revenues and expenditure trends. Karri has extensive experience working at various levels of government including auditor for the State Auditor's office, County Auditor-Treasurer, School Finance Director, and accountant for a local city and non-profit.



# Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

## PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

## FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

## OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting



**OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:**

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Training
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



# Process Evaluations

The Abdo FS team expertly manages financial process evaluations — empowering you to improve the methods and vehicles used to communicate fiscal data. We'll perform a comprehensive evaluation of your processes to understand the way in which stakeholders deliver and receive financial information. Ultimately our recommended changes to your methods in relaying, receiving, and reporting information can promote transparency and reporting efficiencies, and keep stakeholders in alignment with your financial status.

## OUR PEOPLE

In Financial Solutions, we're proud to have over 50 years of experience in government operations and government auditing.

This experience affords us a rich understanding of government-supporting software. Our staff members are experts in the top five software platforms that are currently being used in government organizations to effectively support your technology needs. Our team will make experience-based recommendations around your current systems and processes as well as how they may interface with other software to create efficiencies.

Our staff's experience in government, operations, auditing, and financial management gives us a distinctive perspective to stand apart from other available options. We can bring you value in an environment where you're being asked to do more with less and look forward to supporting you.

Notable Memberships: Government Finance Officers of United States and Canada, Minnesota Society of CPAs, American Institute of Certified Public Accountants AICPA, and Minnesota Government Finance Officers Association.

## OUR PROCESS

Time and time again, we've successfully supported organizations following a this three-phase process. Each step will be tailored to best support your organization and give you the right recommendations.



## 1

## PROJECT SCOPE

Our process evaluation work will focus primarily on the following areas/workstreams:

- Accounts receivable
- Cash receipting
- Purchasing
- Accounts payable
- Bank reconciliations
- Capital assets
- Financial reporting and approvals
- Internal Controls



**SEE A SAMPLE REPORT**

[City Process Evaluation Report](#)

## 2

## EVALUATION PROCESS

Time and time again, we've successfully supported organizations following the below five-step approach. Each step will be tailored to best support your organization and provide you the greatest value and highest impact.

- **Project Planning:** Initial meeting with your team to review organizational information and key departments/segments as well as discuss project expectations, scope, process, key project resources, timeline and deliverables.
- **Initial Data Gathering:** We will send a questionnaire to you in advance for review and completion as well as request additional information. We will ask for completed information to be returned to us in advance of onsite interviews.
- **In-person and remote Interviews:** We will conduct interviews as well as observation of key areas of the City's financial management office functions, processes, procedures and documentation for each of the areas included within scope. In addition to being process focused, these interviews will also provide inquiry around software systems being utilized.
- **Analysis & Documentation:** We will utilize information gathered in the initial questionnaire and onsite interviews to document and analyze each process area. This step often includes development of additional questions being presented to the organization to ensure all information is accurate and complete.
- **Deliverable & Presentation:** Our documentation includes both narrative and process flows of each of the key areas as well as recommendations to enhance process efficiency and effectiveness. We will provide the analysis and recommendations to you in advance, then will be available for questions and to present the recommendations upon your request.

## 3

## OUTCOMES &amp; CONCLUSION

In Phase 3, we will make efficiency and productivity improvement recommendations. There are several best practices and standardization areas, which are listed in the Project Scope above.

# Scope of Services

## SCOPE TASKS

### Process Evaluation

*\* Interviews will be on-site over two days. While on-site, Abdo will conduct as many interviews as possible recognizing there may be scheduling conflicts for staff. For those we are not able to connect with, we will schedule virtual interviews.*

#### Abdo Responsibilities:

#### City Responsibilities:

|                                                         |                                                                                                                                                                                             |                                                                                                                           |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Accounts Payable                                        | Interview staff, evaluate invoice processing systems to identify bottlenecks and issues with compliance measures.                                                                           | Share policies and any existing documentation, assist in facilitating interviews.                                         |
| Accounts Receivable & Utility Billing                   | Analyze billing and collection processes to identify improvements.                                                                                                                          | Provide system access, data, and staff contacts for anyone involved in invoicing.                                         |
| Cash Management/Cashiering                              | Assess cash handling procedures for compliance, risk management and process optimization.                                                                                                   | Supply details on cash handling procedures, and identify staff for interviews.                                            |
| Bank Reconciliations                                    | Validate accuracy and propose strategies to resolve discrepancies and enhance efficiencies.                                                                                                 | Coordinate access to personnel involved with bank reconciliations. Provide access to view only rights to banking portals. |
| Capital Assets & Inventory                              | Evaluate for inefficiencies and assess if best practices are followed.                                                                                                                      | Share assets management documentation, inventory records, and assist with coordinating interviews with relevant staff.    |
| Project & Grant accounting                              | Assess timeliness and compliance with relevant regulations and guidelines. Evaluate tracking mechanisms for possible improvements.                                                          | Share tracking documentation and provide access to key staff involved for interviews.                                     |
| Financial reporting & Internal Controls                 | Propose strategies for improved financial analysis and reporting. Evaluate internal control measures to identify risks.                                                                     | Provide access to financial reporting tools, any internal control documentation and/or council policies.                  |
| Evaluate and draft report of recommendations            | Compile findings into a draft report with actionable recommendations.                                                                                                                       | Review and provide feedback on draft reports, supplying additional data as needed for finalization.                       |
| <b><u>Structure Evaluation &amp; Recommendation</u></b> | Develop structure to support workflow, evaluate current staffing structure, and provide recommendation.                                                                                     | Review recommendations and provide feedback to ensure alignment with organizational goals.                                |
| <b><u>Support</u></b>                                   | Conduct monthly support calls to provide ongoing guidance, address any emerging concerns, and keep the city informed about relevant finance regulatory updates. Discuss any new challenges. | Actively participate in the calls, clearly articulate any issues, provide timely response to any scheduling conflicts.    |

### Training and Documentation

*\*Training will be conducted virtually to allow for recording and sharing of screens.*

|                                              |                                                                                          |                                                                 |
|----------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Assess training requirements                 | Evaluate needs and tailor training content to address those requirements.                | Assist in determining staffing training needs.                  |
| Develop training documentations and sessions | Create training materials, schedule training sessions, Record sessions where applicable. | Provide capacity in staff schedule to attend training sessions. |



# Value

| SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | FEES                | 2025            | 2026            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|-----------------|
| <b>Phase 1: Process evaluation components</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |                 |                 |
| • Staff interviews on each functional area and follow up as needed to complete assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$35,000 (one-time) | \$20,000        | \$15,000        |
| • Evaluation and assessment process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                 |                 |
| • Provide report with outcomes, conclusions, and recommendations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                 |                 |
| <b>Phase 2: Structure Evaluation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                 |                 |
| • Develop structure to support workflow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$5,000 (one-time)  | \$5,000         | \$ -            |
| • Evaluate current staffing structure and position capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                 |                 |
| • Provide recommendation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |                 |                 |
| <b>Phase 3: Support (Choose 1 option)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                 |                 |
| • Monthly support call                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$7,000 per year    | \$ -            | \$7,000         |
| • The proposed support package offers year-round expert guidance to ensure your team has the resources it needs. With monthly support calls, we address urgent issues, brainstorm solutions, and enhance operational efficiency. Our tailored consultations focus on providing advice specific to your city's needs. Additionally, an annual review session is included to evaluate current processes, pinpoint areas for improvement, and align support efforts with your goals. This package is perfect for cities navigating fluctuating support needs and ever-changing governmental standards, providing peace of mind and flexibility to swiftly adapt to new challenges. |                     |                 |                 |
| <b>Phase 4: Training &amp; Documentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                 |                 |
| • Meet with each member of finance and train on recommend processes (remote & recorded for ease of reference)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$31,000 (one-time) | \$15,000        | \$10,000        |
| • Draft and provide documentation on processes tailored to each functional area including checklists - minimizes risk during turnover.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                 |                 |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | <b>\$40,000</b> | <b>\$38,000</b> |

**Payment will be made within 10 days of the start of the phases as noted above in 2025. The remainder will be paid by January 15th in 2026 as noted above.**

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of any reports. To receive one (1) paper report, the fee will be \$150 for a set up fee, with additional paper copies charged at a rate of \$50 per report.

This quote is valid for thirty (30) days.

# Value-Added Services

## HR & PAYROLL SERVICES

**We help employers better support their most valuable resource...their people.** Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

## **STRATEGIC PLANNING**

We provide strategic planning in numerous areas to maximize and protect your city's value. Areas include cash flow modeling and analysis, growth and profitability strategies, key employee incentives, management consulting as well as succession and exit planning strategies. Our accounting staff has the experience and diverse skills to help identify areas of interest and strategies to achieve desired goals. We strive to build a reliable and confidential relationship, and desire to become a trusted advisor that is accessible throughout the year with any planning needs that may arise.



# An ongoing quest to be better, together

## OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We aim to build a firm that provides opportunities for people that are as diverse as the clients we serve. We believe that when we understand each other better, we grow better together.

Over the past several years, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through training opportunities, guest speakers, and cultural awareness activities. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

Abdo is committed to advancing the interest in accounting careers for students of color at both the high school and college level. In 2022, the firm was chosen as one of just ten firms in the nation to host an ethnic minority accounting student as part of the AICPA's PCPS George Willie Ethnically Diverse Student Scholarship and Internship Program. The recipient of this scholarship remains with the firm today as a senior associate in our tax department.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



**59%**

of our employees  
are female



**56%**

of our  
management level  
employees are  
female



**18%**

of our interns this  
year are people of  
color

## ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



## DEI Initiatives



### PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



### GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.



### CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.



### YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



### COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

# Why Partner with Abdo

## LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

## ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

*"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."*

-- **Steve McDonald, CPA** | *Managing Partner*



# Appendix A

AGREEMENT FOR FINANCIAL SERVICES

# Agreement for Financial Services

THIS AGREEMENT, is made and entered into on July 11, 2025 by and between the City of Owatonna, Minnesota (hereinafter referred to as the ("Client")), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

## Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

## ARTICLE I

### INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

## ARTICLE II

### LIABILITY INSURANCE

**Section 1 Liability Insurance:** The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.



### ARTICLE III

#### DURATION OF THE AGREEMENT

**Section 1 Duration:** This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2026 unless earlier terminated as provided in Sections 2 and 3.

**Section 2 Client's Termination Rights:** The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

**Section 3 Contractor's Termination Rights:** Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

### ARTICLE IV

#### GENERAL

**Section 1 Authorized Client Agent:** The Client's authorized agent for the purpose of administration of this Agreement is the Assistant City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

**Section 2 Amendments:** No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

**Section 3 Assignability:** The Contractor's rights and obligations under this Agreement are not assignable or transferable.

**Section 4 Data:** Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.



## ARTICLE IV - CONTINUED

### GENERAL (CONTINUED)

**Section 5 Entire Agreement:** This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 6 Severability:** All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7 Contractor Fiscal Decision Waiver:** Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

**Section 8 Compensation:** The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

**Section 9 Additional Services:** Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

**Section 10 Outside Contractors:** It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

**Section 11 Municipal Advisor:** Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

**Section 12 Equal Employment Opportunity:** Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

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# Appendix B

AGREEMENT FOR THE PROVISION OF  
PROFESSIONAL SERVICES

# Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

**City of Owatonna**

540 West Hills Circle

Owatonna, Minnesota, 55060



2025-07-11 12:42:44 (PDF)

**Abdo Financial Solutions, LLC**

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436



**Jodi Bursheim**

Partner | Abdo

July 11, 2025



DATE: July 15, 2025  
 TO: Mayor and City Council  
 FROM: Jeffrey Louks, Facilities Manager  
 SUBJECT: Accept Proposal - Tuckpointing Project at City Hall - Innovative Masonry

**Purpose:**

Accept bid 2 from Innovative Masonry for the tuckpointing and brick repair on the City Hall building.

**Background:**

GB-13-007 Capital Improvement Project (CIP) is part of a multi-year effort to address needed repairs and upkeep on the City Hall building. In 2019, the roofing, gutters, and downspouts were replaced; in 2022, the east elevation was tuckpointed; in 2024, the main building's north, west, and south elevations were tuckpointed.

The City solicited proposals for tuckpointing and masonry rehabilitation, divided into two portions for bidding for the main building. Bid 1 – Restoration of a northerly portion of the south and west sides of the building, Bid 2 -Restoration of a southerly portion of the south and west sides of the building. Work includes replacing cracked and broken brick, infilling mechanical vents, selectively pointing joints, replacing sealant at the perimeter of windows and doors, selectively replacing damaged limestone, and selective masonry cleaning.

Adsit consultants and staff met with interested contractors to review the project, familiarize themselves with the existing conditions, and verify the quantity of the work. We had three bidders and Innovative Masonry Restoration was the lowest bidder.

|                                | Bid 1        | Bid 2       | Total        | Unit Pricing                            |
|--------------------------------|--------------|-------------|--------------|-----------------------------------------|
|                                |              |             |              |                                         |
| Innovative Masonry Restoration | \$124,400.00 | \$70,000.00 | \$194,400.00 | Masonry Pointing \$12/LF                |
|                                |              |             |              | Individual brick replacement \$55.00 ea |

|                                 |              |             |              |                                                              |
|---------------------------------|--------------|-------------|--------------|--------------------------------------------------------------|
|                                 |              |             |              | Replacement of limestone for dutchman repair 4"- \$250.00/sf |
|                                 |              |             |              | Horizontal crack repair in limestone \$190/LF                |
|                                 |              |             |              |                                                              |
|                                 |              |             |              |                                                              |
| T n T<br>Tuckpointing           | \$116,088.00 | \$96,808.00 | \$212,896.00 | Masonry Pointing \$9/LF                                      |
|                                 |              |             |              | Individual brick replacement \$40.00 ea                      |
|                                 |              |             |              | Replacement of limestone for dutchman repair 4"- \$500.00/sf |
|                                 |              |             |              | Horizontal crack repair in limestone \$150/LF                |
|                                 |              |             |              |                                                              |
| Building<br>Restoration<br>Corp |              |             | \$246,827.00 | Masonry Pointing \$16/LF                                     |
|                                 |              |             |              | Individual brick replacement \$38.00 ea                      |
|                                 |              |             |              | Replacement of limestone for dutchman repair 4"- \$325.00/sf |
|                                 |              |             |              | Horizontal crack repair in limestone \$215/LF                |

**Budget Impact:**

The GB-13-007 project is part of the approved 2025 Capital Improvement Projects. The bid of \$70,000 for bid area 2 is within the budgeted amount.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

1. Tuck Bids 2025



INNOVATIVE  
MASONRY  
RESTORATION, LLC

16624 Lakeside Ave, Prior Lake, MN 55372  
612-548-5589 (O) 888-751-5402 (F)  
www.imrestoration.com

**Proposal**

**DATE:** July 7, 2025

**PROJECT:** Owatonna City Hall 2025 Pointing and Masonry Rehabilitation  
Owatonna, MN

**BID DATE:** July 7, 2025

Innovative Masonry Restoration is pleased to submit the following proposal based on Adsit Architecture & Planning prepared bid documents dated May 1, 2025 with (1) addenda.

|                                                                                                                               |                     |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b><u>Bid 1 (Restoration of a northerly portion of the south and west sides of the building as shown on the drawings)</u></b> | <b>\$124,400.00</b> |
| <b><u>Bid 2 (Restoration of a southerly portion of the south and west sides of the building as shown on the drawings)</u></b> | <b>\$70,000.00</b>  |
| <b><u>Grand Total Project Cost</u></b>                                                                                        | <b>\$194,400.00</b> |

\*Any charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

**Unit Prices:**

|                                                                  |                    |
|------------------------------------------------------------------|--------------------|
| <b>Unit Cost 1 - Masonry repointing</b>                          | <b>\$12/LF</b>     |
| <b>Unit Cost 2 - Individual brick replacement (labor only)</b>   | <b>\$40/EA</b>     |
| <b>Unit Cost 3 - Replace limestone dutchman (up to 4" thick)</b> | <b>\$250.00/SF</b> |
| <b>Unit Cost 4 - Horizontal crack repair in limestone trim</b>   | <b>\$190.00/LF</b> |

If you have any questions, please contact me at our office number above and I also can be reached by email at [chad@imrestoration.com](mailto:chad@imrestoration.com).

We look forward to the opportunity of working with you on this project!

Best Regards,

Innovative Masonry Restoration

*Chad Dieken*

Chad Dieken, Project Manager





TNT Tuckpointing & Building Restoration, LLC  
202 Iowa St.  
Stockton, IA  
52769, US  
(563) 785-0120

Prepared By:  
Joshua Smyser  
(563) 723-8428  
josh@tnttuckpointing.com

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Project: **City of Owatonna Masonry Repair and Pointing**

### **Scope of Work**

The proposal pricing below is based upon the plans and specifications for the Owatonna City Hall Masonry Repair and Pointing project, and includes Addendum #1.

Bid Area #1 - \$116,088.00

Bid Area #2 - \$ 96,808.00

Unit Cost #1 - \$ 9.00/LF Tuckpointing

Unit Cost #2 - \$ 40.00/Per Brick Replacement

Unit Cost #3 - \$ 500.00/SqFt Limestone Dutchman up 4" thick

Unit Cost #4 - \$ 150.00/LF Horizontal Stone Crack Repair

### **Included (+)**

1. Temporary power for our equipment supplied by TNT
2. Temporary restroom facilities supplied by TNT
3. Labor, materials and equipment to complete the work supplied by TNT
4. Cleanup of debris. Any grass repair needed will include filling in of ruts or depressions with topsoil and reseeding by TNT or its subcontractors.

### **Excluded (-)**

1. Water to be provided by the Owner.
2. Sufficient lay down area next to the work area is to be provided by Others (Owner or GC) including parking for trailers and trucks.

**Excluded (-)**

3. All work must be available to be completed in one mobilization unless separately stated in this proposal. Any additional mobilizations or phasing will be invoiced separately. Mobilization is to be paid in full, the pay application following our arrival to site.

**Notes**

---

**Summary**

|          |              |
|----------|--------------|
| Subtotal | \$212,896.00 |
|----------|--------------|

|                         |
|-------------------------|
| <p><b>\$212,896</b></p> |
|-------------------------|

Accepted By

Date

.....

.....

# CONSTRUCTION AGREEMENT

SUBMITTED TO BUYER:

**City of Owatonna**

ATTN: Jeffrey Louks  
540 West Hills Circle  
Owatonna, MN 55060

SUBMITTED BY:

**BUILDING RESTORATION CORPORATION**

1920 OAKCREST AVE, SUITE 1  
ROSEVILLE, MN 55113  
PHONE: 612-789-2800  
FAX: 612-789-2875

WORK SITE LOCATION:

**Owatonna City Hall**

540 West Hills Circle  
Owatonna, MN 55060

Please see **Attachment A - Price Page** dated July 7th, 2025 for a list of proposed work scope items and the associated costs for each line item.

Attachment A - Price Page shall be part of this agreement.

Thank you for this opportunity. We look forward to working with you to preserve and maintain your building.

**AGREEMENT DATE:** July 7th, 2025

Building Restoration Corporation ("BRC") proposes to furnish and install the itemized restoration services described above, or in BRC's proposal in whole or in part, if mutually agreeable. Contact us immediately if you prefer to delete any individual work items contained in our proposal. The work scope described above is to be performed for the contract price of:

Two hundred forty six thousand eight hundred twenty seven dollars      **\$246,827.00**

Respectfully submitted, Building Restoration Corporation

## BUYER'S AGREEMENT

The above work scope, costs and unit prices, contract Terms and Conditions contained herein and on the second page of this agreement, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Accepted by BRC \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

|                                      |                                                                                                                                                                                                                                                                                                                                                 |     |          |            |          |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|----------|
| Item #                               | <b>Owatonna City Hall</b><br><b>Attachment A - Price Page</b><br><b>Date: 7/7/2025</b>                                                                                                                                                                       |     |          |            |          |
|                                      |                                                                                                                                                                                                                                                                                                                                                 | QTY | Unit     | Unit Price | Total    |
| General Conditions                   | Mobilization, job set-up & insurance expense                                                                                                                                                                                                                                                                                                    | 1   | Lump sum | \$ 3,456   | \$ 3,456 |
|                                      | Building permits to be charged at actual City cost, allowance only                                                                                                                                                                                                                                                                              | 1   | Lump sum | 1,000      | 1,000    |
|                                      | Payment & performance bonds                                                                                                                                                                                                                                                                                                                     | 1   | Lump sum | 2,500      | 2,500    |
|                                      | Project management and administration expenses                                                                                                                                                                                                                                                                                                  | 1   | Lump sum | 874        | 874      |
|                                      | Safety, QA/QC controls                                                                                                                                                                                                                                                                                                                          | 1   | Lump sum | 574        | 574      |
|                                      | Superintendent                                                                                                                                                                                                                                                                                                                                  | 1   | Lump sum | 3,247      | 3,247    |
|                                      | Shop drawings and field measurements                                                                                                                                                                                                                                                                                                            | 1   | Lump sum | 1,247      | 1,247    |
|                                      | Dumpsters or hauling of debris                                                                                                                                                                                                                                                                                                                  | 1   | Lump sum | 847        | 847      |
|                                      | Final cleanup and demobilization                                                                                                                                                                                                                                                                                                                | 1   | Lump sum | 2,247      | 2,247    |
|                                      | <b>Work Access &amp; Equipment:</b>                                                                                                                                                                                                                                                                                                             | QTY | Unit     | Unit Price | Total    |
| Work Access                          | Job trailer, saws, compressors, generators and misc. equipment costs                                                                                                                                                                                                                                                                            | 6   | Weeks    | 1,900      | 11,400   |
|                                      | Overhead protection scaffolding                                                                                                                                                                                                                                                                                                                 | 1   | Lump sum | 3,289      | 3,289    |
|                                      | Aerial lift rental expense                                                                                                                                                                                                                                                                                                                      | 6   | weeks    | 3,300      | 19,800   |
|                                      | <b>Base Bid Area #1 Work Scope:</b>                                                                                                                                                                                                                                                                                                             | QTY | Unit     | Unit Price | Total    |
| 1                                    | Provide 25% pointing of brick masonry of general wall areas outside of specific work areas noted in the scope document and drawings                                                                                                                                                                                                             | 1   | Lump sum | 29,700.00  | 29,700   |
| 2                                    | Replace skyward facing joints in stone water table with sealant. 100% tuckpoint horizontal joints above and below stone band.                                                                                                                                                                                                                   |     |          |            |          |
|                                      | Caulking                                                                                                                                                                                                                                                                                                                                        | 1   | Lump sum | 2,242      | 2,242    |
|                                      | Repointing                                                                                                                                                                                                                                                                                                                                      | 1   | Lump sum | 14,280     | 14,280   |
| 3                                    | Tuckpoint 100% of skyward facing brick and brick in projecting bands.                                                                                                                                                                                                                                                                           | 1   | Lump sum | 6,300      | 6,300    |
| 4                                    | Provide allowance to replace 350 bricks (Owner to provide)                                                                                                                                                                                                                                                                                      | 1   | Lump sum | 11,200     | 11,200   |
| 5                                    | Clean brick and stone as noted in scope documents and on drawings                                                                                                                                                                                                                                                                               | 1   | Lump sum | 2,000      | 2,000    |
| 6                                    | Brick piers 6 locations, 100% tuckpoint brick and clean stone caps. Photo 13                                                                                                                                                                                                                                                                    | 1   | Lump sum | 8,640      | 8,640    |
| 7                                    | 100% point arch on south wall. Photo 1                                                                                                                                                                                                                                                                                                          | 1   | Lump sum | 1,200      | 1,200    |
| 8                                    | Replace 100% of the brick below the stone water table at the west elevation noted on the drawings. Photos 3 and 4                                                                                                                                                                                                                               | 1   | Lump sum | 14,560     | 14,560   |
| 9                                    | Replace missing and broken sections of limestone at south wall. Photos 1 and 2                                                                                                                                                                                                                                                                  | 1   | Lump sum | 4,378      | 4,378    |
| 10                                   | Replace missing stone window sill at south wall. Photo 5                                                                                                                                                                                                                                                                                        | 1   | Lump sum | 1,874      | 1,874    |
| 11                                   | 100% point below windows on south wall area from sill to two feet below sill. Photo 5                                                                                                                                                                                                                                                           | 1   | Lump sum | 12,100     | 12,100   |
| 12                                   | Infill of mechanical vents: remove abandoned metal mechanical sleeves and infill with one wythe of brick. Brick infill pattern to match that of the existing brick substrate. The pattern varies by vent location. The approximate size of the vent sleeves is 6" high x 16' wide. The number of locations in this quadrant is two (2). Photo 5 | 1   | Lump sum | 672        | 672      |
| 13                                   | Replacement of sealant at window and door frames: Remove existing sealant and install new sealant. Color is to be selected.                                                                                                                                                                                                                     | 1   | Lump sum | 6,300      | 6,300    |
| 14                                   | Cleaning of masonry: Selectively clean discolored walls areas with efflorescence, water staining or biological growth as noted in the scope document.                                                                                                                                                                                           | 1   | Lump sum | 3,500      | 3,500    |
| ATTACHMENT A - PRICE PAGE CONTINUED: |                                                                                                                                                                                                                                                                                                                                                 |     |          |            |          |

| Base Bid Area #2 Work Scope:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                               | QTY | Unit     | Unit Price | Total     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|-----------|
| 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Provide 25% pointing of brick masonry of general wall areas outside of specific work areas noted in the scope document and drawings.          | 1   | Lump sum | 15,934     | 15,934    |
| 16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Replace skyward facing joints in stone water table with sealant. 100% point horizontal joints above and below stone band.                     | 1   | Lump sum | 0          | 0         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Caulking                                                                                                                                      | 1   | Lump sum | 2,033      | 2,033     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Repointing                                                                                                                                    | 1   | Lump sum | 10,500     | 10,500    |
| 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Point 100% of skyward facing brick and brick in projecting bands.                                                                             | 1   | Lump sum | 14,400     | 14,400    |
| 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Clean stone cylinder corners and 100% tuck point brick below to stone watertable. (2) locations. Photo 12                                     | 1   | Lump sum | 1,674      | 1,674     |
| 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 100% point and clean brick below stone water table on west elevation. Photo 6                                                                 | 1   | Lump sum | 720        | 720       |
| 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Repair cracked stone in water table. Clean stone water table from south to north walls. Photos 9 and 14                                       | 1   | Lump sum | 215        | 215       |
| 21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Provide allowance to replace 250 bricks (Owner to provide)                                                                                    | 1   | Lump sum | 8,000      | 8,000     |
| 22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Point and repalce brick as required in the south chimney above the eaves                                                                      | 1   | Lump sum | 8,674      | 8,674     |
| 23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Infill one mechanical vent on the north wall                                                                                                  | 1   | Lump sum | 850        | 850       |
| Work Scope Subtotal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                               |     |          |            | \$181,946 |
| General Conditions Subtotal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                               |     |          |            | \$15,992  |
| Work Access & Equipment Subtotal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                               |     |          |            | \$34,489  |
| Per Diem:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                               |     |          |            | \$14,400  |
| BASE BID TOTAL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                               |     |          |            | \$246,827 |
| Unit Pricing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                               | QTY | Unit     | Unit Price |           |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Spot cutting and repointing of brick mortar joints                                                                                            | 1   | Ln ft    | \$ 16      |           |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Removal and replacement of damaged brick (Owner to provide brick)                                                                             | 1   | Brick    | 38         |           |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Dutchman stone patching (4" thick max)                                                                                                        | 1   | Sq ft    | 325        |           |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Horizontal crack repair in limestone trim                                                                                                     | 1   | Ln ft    | 215        |           |
| Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                               |     |          |            |           |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Estimated project duration from date of mobilization:                                                                                         |     |          |            |           |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Assumes access to Owner supplied power and water sources for use during the work.                                                             |     |          |            |           |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Assumes adequate staging area for a 53 foot job trailer, equipment staging, material storage and crew parking in close proximity to the work. |     |          |            |           |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Travel and lodging costs associated with this project classified under per diem                                                               |     |          |            |           |
| Exclusions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                               |     |          |            |           |
| Roofing work, window and door replacement or repair, Interior work including cleanup and wall repair, hazardous materials testing/abatement, special order or custom materials, work around energized electrical wires, cold weather work, winter conditions, heat and cover expenses, overtime and weekend hours, below grade work unless specified, liquidated damages, work behind attached mechanical/electrical/structural components, landscape repair, concrete work or sidewalk repair, or any work not specifically listed above. Assumes access to Owner supplied power, water and adequate staging area. |                                                                                                                                               |     |          |            |           |
| BUILDING RESTORATION CORPORATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                               |     |          |            |           |
| Carl Brandt - Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                               |     |          |            |           |
| Phone: 612-638-1812 Email: Carl@buildingrestoration.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                               |     |          |            |           |



**TO:** Honorable Mayor and City Council Members, City Administrator  
**FROM:** Dave Beaver, Airport Manager  
**DATE:** July 9, 2025  
**RE:** Airport Commercial Use Hangar Space Lease – Accelerated Aviation Instruction, LLC.

**Purpose:**

To approve airport Commercial Use Hangar Space Lease Agreement.

**Background:**

Accelerated Aviation Instruction, LLC, has been operating a commercial flight school at the airport since February of 2020. The company continues to grow and is seeking to provide the additional commercial service of aircraft repair and maintenance under the business entity of Fountain Aviation, LLC. This service is complimentary to their existing business model and provides for an additional desired service at the airport.

This agreement allows for the rental of 6,400 SF (east half) of the airport's main heated hangar facility for an initial one-year term that is renewable for up to a five-year total term. This will allow for additional space for aircraft storage of aircraft used for flight instruction and allow additional room to provide space for the required service of aircraft repair and maintenance in existing facilities owned by the company.

Under the agreement, the Lessee is required to provide the commercial service of repair and maintenance of based and transient aircraft at the airport and employ one or more certified aircraft mechanics to include a designated airworthiness inspector on site during regular business hours. To accomplish this the following additional actions are required:

- (1) Approve Amendment to Sublease One of Airport Commercial Hangar Lease - Lot #27 which was sublet to NavFleet Holdings, LLC on Feb. 2, 2021 requires a brief bridge amendment to allow for public aircraft repair and maintenance until the new Lease on this lot becomes effective on Jan. 2, 2026.
- (2) Approve Amendment to Sublease Two of Airport Commercial Hangar Lease – Lot #27 subletting to Fountain Aviation, LLC from NavFleet Holdings, LLC. All three business entities (Accelerated, NavFleet Holdings, Fountain) are controlled by the same owners.

The Airport Commission has reviewed and recommends approval.

**Budget Impact:**

The agreement provides for an escalating per square foot rental rate structure with the initial year's introductory revenue of \$6,396. Thereafter, upon renewal of the additional four-year term the rate is established to increase to match the rate for other similarly leased spaces at the airport as follows:



|         |           |
|---------|-----------|
| Year 1: | \$ 6,396  |
| Year 2: | \$ 12,792 |
| Year 3: | \$ 19,200 |
| Year 4: | \$ 25,596 |
| Year 5: | \$ 31,992 |

**Recommendation:**

Staff recommend approval of the Lease Agreement and Amendments to Sublease subject to City Attorney approval and Change of Occupancy code review approval.

## AIRPORT COMMERCIAL HANGAR SPACE LEASE

THIS AGREEMENT made this 1st day July of 2025 by and between the City of Owatonna, Minnesota, a municipal corporation, Lessor, hereinafter referred to as “City” and Accelerated Aviation Instruction, LLC a Minnesota Company, Lessee, hereinafter referred to as “Lessee”.

1. Lease of Airport Property; Premises. For and in consideration of the rents and covenants hereafter set forth, City leases to Lessee the following described premises at the City of Owatonna Municipal Airport, Steele County, Minnesota:

- a. Hangar Space. 6,400 Square Feet (SF) Main Hangar #11 East Side,  
The aircraft stored within the hangar space provided shall be used only for the purposes of flight instruction and aircraft rental.

2. Use of the Airport. Lessee has the privilege of using the public portions of the Airport in common with other users. Lessee shall have the right to conduct all operations authorized pursuant to the terms of this Lease, provided, however, that this Lease shall not be deemed to grant to Lessee or those claiming under Lessee the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to rules, standards and conditions as now exist or may be enacted in the future by City, State of Minnesota, or the United States. Lessee is subject to customary fees and charges for such use as may be established from time to time by City. City reserves the right to enter at any time upon the premises for the purpose of inspection to determine compliance with the terms of this Lease. Reasonable effort will be made to notify Lessee of such entry before entry is made. If the City enters the premises in the absence of the Lessee, the City will ensure that access to the premises will be limited to authorized city personnel and that the premises will be secured following such access.

3. Term.

The initial term of this Agreement shall be for one (1) year commencing July 1, 2025 and ending June 30, 2026, unless earlier terminated. After the expiration of the initial one (1) year term on June 30, 2026, unless terminated pursuant to Section 22, the Lessee shall have the option to renew for an additional four (4) year term expiring June 30, 2030 provided that at the sole discretion of the City the premises are not needed for airport or other general aviation purposes. The rent for the initial term and any subsequent renewal is established as shown in Section 4.

4. Rent.

- a. **Hangar Space Main Hangar #11 East Side (6,400 Rentable Square Feet)** The hangar space annual rental rate shall be according to the following schedule:

Accelerated Aviation Instruction, LLC

Initial Term (07/01/25–06/30/26): 6,400 SF x \$1.00/SF = \$ 6,400/YR = \$ 533.00/Month

YR 2 (07/01/26 – 06/30/27): 6,400 SF x \$2.00/SF = \$12,800/YR = \$ 1,066.00/Month  
YR 3 (07/01/27 – 06/30/28): 6,400 SF x \$3.00/SF = \$19,200/YR = \$ 1,600.00/Month  
YR 4 (07/01/28 – 06/30/29): 6,400 SF x \$4.00/SF = \$25,600/YR = \$ 2,133.00/Month  
YR 5 (07/01/29 – 06/30/30): 6,400 SF x \$5.00/SF = \$32,000/YR = \$ 2,666.00/Month

- b. During the term of this lease, Lessee shall pay a monthly rental fee as specified above due and payable on the first of the month for each month of occupancy.

Delinquency Charge. if required payments are received later than the tenth of the month, there shall be a 10% penalty charged.

- c. All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as City may designate. Upon expiration of this lease the rental rate for the Premises may be adjusted at the discretion of the City upon any subsequent renewal.

5. Use of Premises.

- A. The Leased Premises shall be used only for the following purposes and for no other purpose by the Lessee: Check use(s).

☒ Aircraft storage  
☐ Aircraft sales  
☐ Sale of aircraft parts and accessories  
☐ Aircraft maintenance and repair  
☒ Flight and ground instruction  
☐ Flying for charter or hire  
☒ Aircraft rental  
☐ Construction of building  
☒ Other (specify) Use of Main Hangar #11 (east side) for the storage of aircraft used for the purposes of flight instruction.

- B. Lessee agrees to use the Premises primarily for the purpose of storage of aircraft and aircraft-related maintenance equipment and property. Painting is prohibited. Use of Premises for any other non-aviation purpose without the consent of the City is strictly prohibited and may require removal of non-aviation personal property.

No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Utilization of a remote system for any liquid capture, collection and separation must be used. Lessee shall abide by all State, Federal and local laws regulating the storage and transportation of flammable liquids, gases and liquids stored in cylinders, and protection of the environment.



- C. Use of the Leased Premises for any purpose not hereinbefore expressly provided shall constitute default hereunder and shall not be permitted except upon such terms as may be agreed upon between the parties hereto, and upon the approval of the City given in writing to the Lessee. In the event of disapproval, the Lessee shall not conduct on the Leased Premises the business proposed to be conducted thereon.

6. Leasehold Improvements.

a. Trade Fixtures. During the term of this Lease, Lessee shall have the right, at its expense, to place in or on the premises trade Fixtures, furnishings, personal property, equipment and materials necessary to perform any services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Lessee.

b. Other Improvements. Any improvements requiring a permit including but not limited to internal structural changes, rebuilding, repair, fencing, outdoor signs, or additions shall be approved by Lessor in writing prior to the commencement of work. All such improvements shall remain property of the Lessor. In connection with such improvements, Lessee shall pay in full the cost of all labor and materials and will not suffer or permit any mechanics' liens to be made against the hangar, its appurtenances, or the title of the real estate which shall at all times remain in the City of Owatonna. If any lien is filed against the site, Lessee shall cause the satisfaction and release of such a lien within thirty (30) days of such filing or deliver to Lessor such security as Lessor may in its reasonable discretion require and Lessee commences promptly a contest of such a lien.

7. Operating Standards. In providing any of the authorized services or activities specified in this Lease, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- A. Lessee shall provide commercial service of repair and maintenance of based and transient aircraft in the Approved Premises described in Exhibit A hereto attached and made part of hereof for this service at the Owatonna Degner Regional Airport. The Lessee agrees to maintain and operate an aircraft repair shop employing one or more A&P mechanic(s) and a designated airworthiness inspector. Repair and service times shall generally be from 8:00AM to 5:00PM Monday through Friday and on an as-requested basis.

The following aircraft repair and maintenance activities within any hangar premises on the airport used by the Lessee for providing aircraft repair and maintenance are prohibited unless expressed written permission is granted from the Lessor:

- Doping
- Hot work including torching and welding
- Fuel transfers
- No fuel tank maintenance or repair work unless aircraft are defueled

- Aircraft Painting and Spray Finishing
- Total fuel capacity of all aircraft within the hangar will remain below 1,600 gallons

The Lessee shall provide a Certificate of Insurance evidencing Hangar Keepers coverage in the amount not less than the greater of \$150,000.00 per aircraft and \$300,000.00 per occurrence, or the full current market value of all non-owned aircraft in the Lessee's care, custody, or control. This coverage shall be maintained at any location on the Owatonna Degner Regional Airport where the Lessee performs aircraft repair, maintenance, or any other services involving non-owned aircraft. This requirement, along with all other insurance obligations, shall be maintained in accordance with Section 11 of the Lease Agreement.

- B. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates or qualifications as may be required by any governmental authority in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
- C. Lessee shall comply with all federal, state and local laws, rules, regulations, and codes which may apply to the conduct of the business contemplated, including rules and regulations promulgated by City. Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.
- D. Lessee may erect suitable advertising signs on the Leased Premises to advertise Lessee's business, provided that the location, form, type, size, and method of installation shall first be approved by the City and shall be in compliance with all applicable municipal ordinances and regulations.
- E. Lessee agrees to comply with all rules and field regulations with respect to control of ground and air traffic and use of the airport which shall be set up from time to time by the Lessor, and the Lessee shall abide by all rules, regulations and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations on the said airport and with respect to the use of the Leased Premises. With respect to any municipal ordinance or other local regulation enacted by the City of Owatonna, Lessee shall be given prior notice of the adoption of such ordinance and regulation and the opportunity to be heard thereon, except where the ordinance or regulation is necessitated by an emergency or where the local ordinance or regulation is in response to the mandate of a federal, state or other governing body having paramount authority over the airport.



- F. The Lessee shall keep and maintain the Premises in good condition, order, and repair, and shall surrender the same, upon the expiration of the Agreement, in the condition in which they are required to be kept; reasonable wear and tear and damage by the elements not caused by the Lessee's conduct excepted.
- G. Hazardous Materials. Lessee shall not store hazardous materials on the leased premises except such materials as are normal and reasonably necessary for aircraft operation and maintenance. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all federal, state, county, and municipal rules, and regulations. Any spill or discharge shall be immediately reported to Lessor or other appropriate agency. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this Lease agreement.
- H. Hangar Door to be Closed. The Lessee is responsible for ensuring that the bi-fold hangar door is closed and latched at all times, except when entering or exiting the hangar. The Lessee agrees not to operate the bi-fold door in wind conditions gusting in excess of 30mph (26 knots). The Lessee is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the Lessee's failure to comply with this provision.
- I. Commercial Operator's License. The Lessee shall maintain, and provide the Lessor with proof of, a valid Minnesota Department of Transportation (MnDOT Aeronautics) Commercial Operators License prior to commencing commercial operations.
- J. Lessee shall be responsible for ensuring that the Premises or any part of the airport terminal common use areas are closed and locked when not in use and after during times other than airport posted hours of operation. This obligation shall apply whenever and only when these areas have been or remain open and unlocked due to the Lessee's use of the areas.

8. Non-Exclusive Right. It is not the intent of this Lease to grant to Lessee the exclusive right to provide any or all of the services described in Section 5 at any time during the term of this Lease. City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to Lessee.

9. Maintenance. Lessee shall keep and maintain the property in good order and repair and in a clean and neat condition. Lessee shall not permit any waste or nuisance on the leased premises or permit anything on the leased premises to interfere with the rights of other tenants of the City or users of the airport. In the event the premises are not properly maintained, the City, may after notice to the Lessee, cause the property to be maintained and the cost thereof will be billed to tenant as an administrative fee. In the event of non-



payment the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

10. Taxes, Assessments, and Other Charges. In addition to other charges identified in this Lease, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Upon request by the City, the Lessee shall provide proof of such payment.

11. Insurance. Lessee shall maintain the following insurance coverages:

- A. Comprehensive General Liability Insurance. Comprehensive general liability insurance, insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises and Product liability completed operations coverage for bodily injury and property damages arising out of the sale, distribution or service involving products or services that are provided. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and a \$2,000,000.00 aggregate for bodily injuries or deaths of persons or property damage occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Lessee or those for whom Lessee is responsible. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors and contractual liability (covering the indemnity included in this lease agreement).
- B. Aircraft Liability Coverage. Aircraft liability coverage for bodily injury and property damages arising from operation of aircraft. Lessee must provide coverage for each aircraft used in the conduct of its business. The limits of coverage shall be not less than the following: Passenger bodily injury of \$100,000.00 per person and \$1,000,000.00 per occurrence.
- C. Products Operations: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
- D. Products Hazard and Completed Operations: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
- E. Workers' Compensation. Lessee shall provide a certificate showing statutory Minnesota workers' compensation insurance including Employer Liability Coverage with the following limits: (1.)\$500,000-Bodily Injury by disease per employee; (2) \$500,000-Bodily Injury by disease aggregate; (3.) \$500,000 –Bodily Injury by Accident.
- F. Certificate of Insurance. The City shall be named as an additional insured on each policy and shall be provided with a certificate of insurance evidencing

the coverage required. All such policies shall include an endorsement requiring not less than thirty (30) days written notice to the City prior to any cancellation or reduction in the amount or terms of coverage. All such policies shall be in a form reasonably satisfactory to City and shall be issued by a reliable insurance company, subject to approval by the City.

- G. Any policy issued to the City of Owatonna providing duplicate or similar coverage shall be deemed excess over Lessee's policies.

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

12. Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold completely harmless the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

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

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

13. Assignment; Sublease. Lessee agrees that it will not sublet the Leased Premises or any part thereof or the hangars located thereon and will not assign this Lease or any interest therein, nor permit such Lease to become transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of subletting or assignment and that nothing whatever shall be held to be a waiver of supersede the necessity of such endorsement. The Lessor's consent to or denial of any sublease or assignment rests in its sole discretion.



Any assignments, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered and assignment within the meaning of this agreement and as a breach of the covenants hereof.

14. Utilities. Lessee shall pay for utilities in the leased portion of the hangar. The utility cost for the leased space shall be metered and billed direct to Lessee or prorated on a square foot basis relative to the utility cost for the entire hangar and billed to the Lessee.

15. Ground Control; Air Traffic. Lessee shall comply with all rules, minimum standards, and field regulations with respect to control of ground and air traffic and use of the airport as established by City from time to time and Lessee shall abide by all rules, regulations, and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations and use of the leased premises.

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

17. Aviation Fuel. Lessee shall not have the right to sell, dispense, give or transfer aviation fuel. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

18. Parking of Vehicles. Lessee's private automobiles shall be allowed to be placed in the building for short periods of time. Auto parking on the apron or grass will not be permitted. All employee and customer automobile parking will be in the public vehicle parking lot.

19. Waste Disposal. Lessee shall cause to be removed at its own expense all junk, waste, garbage, and rubbish, and warrants that such items and materials will be disposed of lawfully. Lessee may deposit the same temporarily in suitable containers in area as designated by the Lessor awaiting its collection for removal.

20. Independent Contractor. In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of Lessee's employees shall be the responsibility of the Lessee.

21. Surrender of Possession. Upon the expiration of the term of this Agreement, or earlier termination, the Lessee will yield possession of the Premises to the City without further notice. The Lessee agrees to leave the Premises in good condition, ordinary wear and tear excepted.

22. Termination. This Lease shall be subject to termination by Lessor in the event of any one or more of the following events:

- a. Institution of voluntary bankruptcy proceedings by the Lessee.
- b. Institution of involuntary bankruptcy proceedings in which the Lessee thereafter is adjudged bankrupt.
- c. Assignment for the benefit of creditors of the interest of the Lessee under this Lease.
- d. Appointment of a receiver for the property or affairs of the Lessee.
- e. If Lessee shall vacate the demised premises.
- f. If Lessee shall refuse to take possession of the demised premises on the commencement date or shall permit the demised premises to remain unoccupied or unattended.
- g. If Lessee shall fail to pay any installments of rent or other charges required to be paid by Lessee within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- h. If Lessee shall fail to perform or observe any of its other obligations under this Lease for a period of thirty (30) days after written notice thereof to Lessee.
- i. Any violation of state, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in the immediate termination, without further notice, of this Lease at Lessor's option.

23. General Provisions.

- a. **Non Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenants or condition hereof.
- b. **Entire Agreement; Amendments.** This Lease represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Lease may only be amended or modified if done in writing and executed by all parties to this Lease.
- c. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.



- d. **Heading.** The headings used in this Lease are intended for convenience of reference only and do not define or limit the scope or meaning or any provision of this Lease.
- e. **Governing Law.** This Lease is to be construed in accordance with the laws of the State of Minnesota.
- f. **Commitments to Federal and State Agencies.** Nothing in this Lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.
- g. **Relationship of Parties.** Nothing contained in this Lease shall be deemed to create a partnership, association or joint venture between City and Lessee, or to create any other relationship between the parties other than that of Lessor and Lessee.
- h. **Multiple Parties.** If more than one person or entity is named as the Lessee, the obligations of the Lessee shall be the joint and several responsibilities of all persons or entities named as lessee.
- i. **Consent and Approvals.** Whenever in this Lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Owatonna City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.
- j. **Notice.** Whenever under this Lease any notice is required, it shall be in writing and sent to; if the City addressed to the attention of the Airport Manager, 3400 West Frontage Road, Owatonna, MN 55060 and if to Lessee, addressed to:

Accelerated Aviation Instruction, LLC  
3442 Frontage Rd  
Owatonna, MN 55060

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective from the day and year first above written.

**CITY OF OWATONNA, A  
MUNICIPAL CORPORATION, CITY**

By: \_\_\_\_\_  
Matthew Jessop, Mayor

AND

By: \_\_\_\_\_  
Kris Busse, City Administrator

**ACCELERATED AVIATION INSTRUCTION , LESSEE**

By: \_\_\_\_\_

It's \_\_\_\_\_

AND

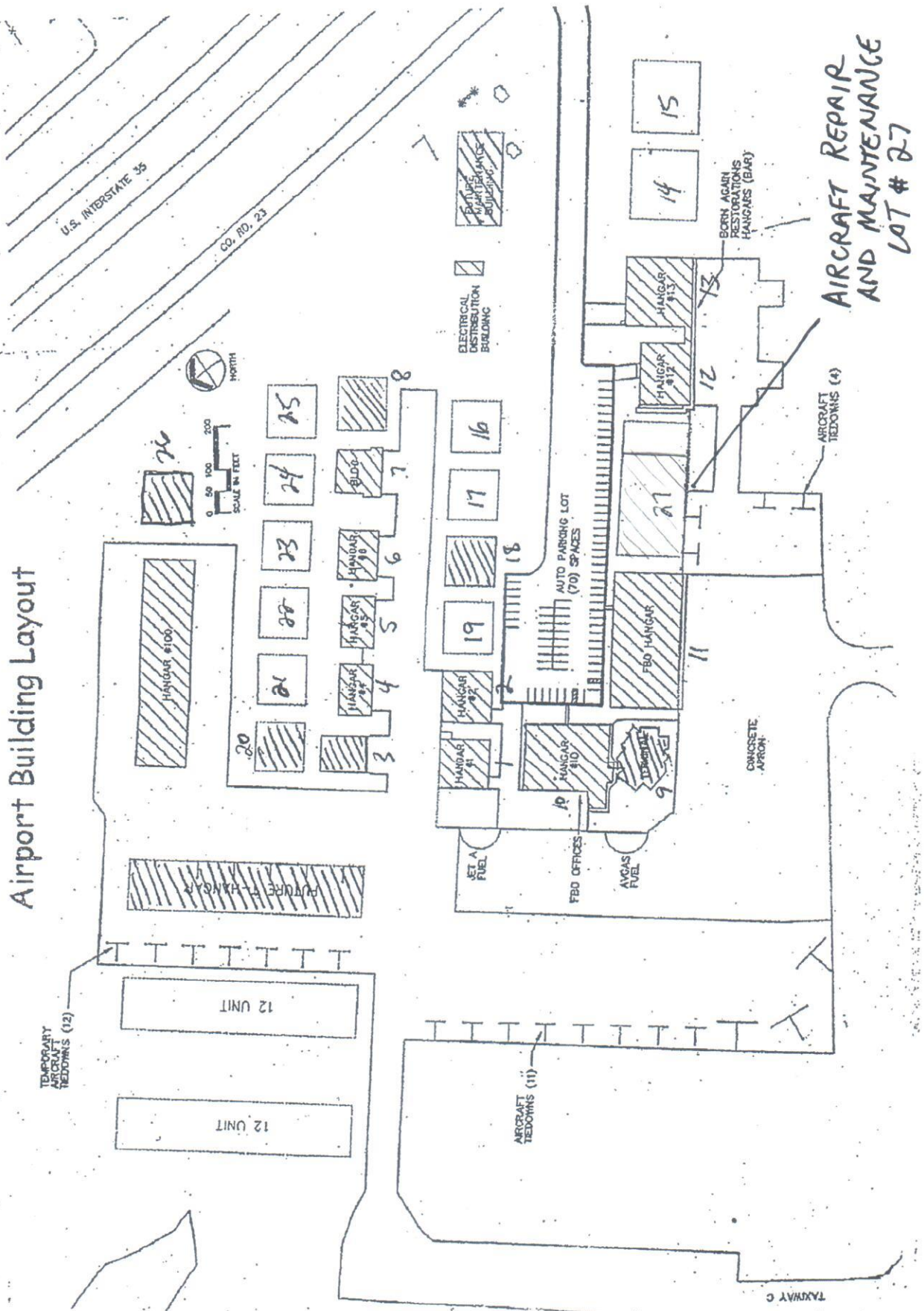
By \_\_\_\_\_

It's \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT A



## AMENDMENT ONE TO SUBLEASE OF AIRPORT COMMERCIAL USE HANGAR LEASE

THIS AMENDMENT ONE to Sublease of Airport Commercial Hangar Lease by, between, and among, John Klatt Airshows, Inc., Lessee, and NavFleet Holdings, LLC, Sublessee and City of Owatonna, City.

### RECITALS

1. On August 20, 2008, City and Lessee entered into a Hangar Lease for 30 years, expiring on August 14, 2038 to Lot 27, Airport Subdivision No. 1, as depicted in Exhibit A.
2. On February 2, 2021, Lessee entered into a Sublease with Sublessee for a term of 5 years expiring January 2, 2026.
3. Sublessee desires that Section 6.b “Use of Premises” be amended to include “Commercial Service of Repair and Maintenance of Based and Transient Aircraft”.
4. Both Sublessor and the City consent to the amendment.

### COVENANTS

NOW, THEREFORE, Sublessor, Sublessee and City agree that Section 6, subparagraph b, is hereby amended to include:

Commercial Service of repair and maintenance of based and transient aircraft.

Sublessee shall provide commercial service of repair and maintenance of based and transient aircraft. The Sublessee agrees to maintain and operate an aircraft repair shop employing one or more A&P mechanic(s) and a designated airworthiness inspector. Repair and service times shall generally be from 8:00AM to 5:00PM Monday through Friday and on an as-requested basis.

The following aircraft repair and maintenance activities within any hangar premises on the airport used by the Sublessee for providing aircraft repair and maintenance are prohibited unless expressed written permission is granted from the City:

- Doping
- Hot work including welding and torching

- Fuel transfers
- No fuel tank maintenance or repair unless aircraft are defueled
- Aircraft painting and spray finishing
- Total fuel capacity of all aircraft within the hangar will remain below 1,600 gallons

No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Utilization of a remote system for any liquid capture, collection and separation must be used. Lessee shall abide by all State, Federal and local laws regulating the storage and transportation of flammable liquids, gases and liquids stored in cylinders, and protection of the environment.

The Sublessee shall provide a Certificate of Insurance evidencing Hangar Keepers coverage in the amount not less than the greater of \$150,000.00 per aircraft and \$300,000.00 per occurrence, or the full current market value of all non-owned aircraft in the Sublessee's care, custody, or control. This coverage shall be maintained at any location on the Owatonna Degner Regional Airport where the Sublessee performs aircraft repair, maintenance, or any other services involving non-owned aircraft.

IN WITNESS WHEREOF, each party has signed this Amendment on the date beneath its signature.

This Amendment shall be effective on the date of the last party to sign the same.

[remainder of this page intentionally left blank]



NAVFLEET HOLDINGS, LLC,  
SUBLESSEE

By: \_\_\_\_\_  
Clayton Petersen, its Manager/Member                      Date

ACKNOWLEDGMENT

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF STEELE     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Clayton Petersen, a Member/Manager of NavFleet Holdings, LLC a Limited Liability Company under the laws of the State of Minnesota, on behalf of the company.

\_\_\_\_\_  
Notary Public

[remainder of this page intentionally left blank]

By: \_\_\_\_\_  
John R. Klatt, its President Date \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by John R. Klatt, the President of Klatt Airshows, Inc., a Minnesota corporation under the laws of the State of Minnesota, on behalf of the corporation.

**THIS INSTRUMENT WAS DRAFTED BY:**  
**Mark M. Walbran (#113712)**  
**P.O. Box 273**  
**Owatonna, MN 55060**  
**Phone: (507) 451-1173**



# AMENDMENT TWO TO SUBLEASE OF AIRPORT COMMERCIAL HANGAR LEASE

THIS AMENDMENT TWO to Sublease of Airport Commercial Hangar Lease is entered into by, between, and among John Klatt Airshows, Inc., Lessee, NavFleet Holdings, LLC, Sublessor, Fountain Aviation, LLC, Sublessee, and the City of Owatonna, City, for the hangar located at 3425 West Frontage Road, Owatonna, MN 55060.

## RECITALS

1. On August 20, 2008, City and Lessee entered into a Hangar Lease for 30 years, expiring on August 14, 2038, for Lot 27, Airport Subdivision No. 1, as depicted in Exhibit A.
2. On February 2, 2021, Lessee entered into a Sublease with NavFleet Holdings, LLC for a term of 5 years, expiring January 2, 2026.
3. On July 1, 2025, the parties amended the Sublease to include commercial service of repair and maintenance of based and transient aircraft, as outlined in Amendment One.
4. NavFleet Holdings, LLC, the current Sublessor and owner of the hangar, desires to sublease the hangar to Fountain Aviation, LLC, as the new Sublessee, under the same terms and conditions as the existing Sublease, including Amendment One.
5. Fountain Aviation, LLC agrees to comply with all requirements set forth by the City of Owatonna, as outlined in the original Sublease and Amendment One.
6. Lessee and the City consent to this amendment and the substitution of Fountain Aviation, LLC as the new Sublessee.

## COVENANTS

NOW, THEREFORE, Lessee, Sublessor, Sublessee, and City agree as follows:

1. **Substitution of Sublessee:** NavFleet Holdings, LLC, as Sublessor, hereby subleases the hangar located at 3425 West Frontage Road, Owatonna, MN 55060, to Fountain Aviation, LLC, as Sublessee, effective on the date of the last party to sign this Amendment. Fountain Aviation, LLC assumes all rights, obligations, and responsibilities of the Sublessee under the Sublease dated February 2, 2021, and Amendment One.
2. **Continued Compliance with Amendment One:** Fountain Aviation, LLC agrees to abide by the terms of Amendment One, including but not limited to:
  - o Providing commercial service of repair and maintenance of based and transient aircraft.
  - o Maintaining and operating an aircraft repair shop employing one or more A&P mechanic(s) and a designated airworthiness inspector, with repair and service times generally from 8:00 AM to 5:00 PM, Monday through Friday, and on an as-requested basis.

- Prohibiting the following activities within the hangar without express written permission from the City:
    - Doping
    - Hot work, including welding and torching
    - Fuel transfers
    - Fuel tank maintenance or repair unless aircraft are defueled
    - Aircraft painting and spray finishing
    - Total fuel capacity of all aircraft within the hangar exceeding 1,600 gallons
  - Ensuring no explosives or combustible materials are permitted within or about the Premises, except for fuel in aircraft tanks or small containers of lubricants, cleaning material, and other aviation-related material stored in approved containers.
  - Utilizing a remote system for any liquid capture, collection, and separation.
  - Abiding by all State, Federal, and local laws regulating the storage and transportation of flammable liquids, gases, and liquids stored in cylinders, and protection of the environment.
  - Providing a Certificate of Insurance evidencing Hangar Keepers coverage in an amount not less than the greater of \$150,000.00 per aircraft and \$300,000.00 per occurrence, or the full current market value of all non-owned aircraft in the Sublessee's care, custody, or control. This coverage shall be maintained at any location on the Owatonna Degner Regional Airport where the Sublessee performs aircraft repair, maintenance, or any other services involving non-owned aircraft.
3. **Term:** The Sublease term shall remain as set forth in the original Sublease, expiring on January 2, 2026, unless otherwise extended or terminated by mutual agreement of the parties and with the City's consent.
  4. **City Consent:** The City of Owatonna consents to the substitution of Fountain Aviation, LLC as the Sublessee, provided all terms and conditions of the original Hangar Lease, Sublease, and Amendment One are met.
  5. **No Other Changes:** Except as modified herein, all other terms and conditions of the original Sublease and Amendment One remain in full force and effect.

IN WITNESS WHEREOF, each party has signed this Amendment on the date beneath its signature.

This Amendment shall be effective on the date of the last party to sign the same.

**CITY OF OWATONNA, MINNESOTA, A MUNICIPAL CORPORATION, LESSOR**

By:  
Matt Jessop, Mayor

Date: \_\_\_\_\_, 202

By:  
Kris M. Busse, City Administrator

Date: \_\_\_\_\_, 2025

**ACKNOWLEDGMENT**

STATE OF MINNESOTA)  
) ss.  
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Matt Jessop and Kris M. Busse, the Mayor and City Administrator of the City of Owatonna, Minnesota, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

---

Notary Public

**NAVFLEET HOLDINGS, LLC, SUBLESSOR**

By:  
Clayton Petersen, its Manager/Member

Date: \_\_\_\_\_, 2025

**ACKNOWLEDGMENT**

STATE OF MINNESOTA)  
) ss.  
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Clayton Petersen, a Member/Manager of NavFleet Holdings, LLC, a Limited Liability Company under the laws of the State of Minnesota, on behalf of the company.

---

Notary Public

**FOUNTAIN AVIATION, LLC, SUBLESSEE**

By:  
Clayton Petersen, its Manager/Member

Date: \_\_\_\_\_, 2025

**ACKNOWLEDGMENT**

STATE OF MINNESOTA)

) ss.

COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by [Name], the [Title] of Fountain Aviation, LLC, a Limited Liability Company under the laws of the State of Minnesota, on behalf of the company.

---

Notary Public

**JOHN KLATT AIRSHOWS, INC., LESSEE AND SUBLESSOR**

By:  
John R. Klatt, its President

Date: \_\_\_\_\_, 2025

**ACKNOWLEDGMENT**

STATE OF MINNESOTA)

) ss.

COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by John R. Klatt, the President of John Klatt Airshows, Inc., a Minnesota corporation under the laws of the State of Minnesota, on behalf of the corporation.

---

Notary Public



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Sean Murphy, Public Works Director  
SUBJECT: Accept Proposals and Award Contract - Wastewater Treatment Facility - Lift Station Panel Installation - Advanced Engineering & Environmental Services, Inc.

**Purpose:**

Requesting City Council approval of the Wastewater Treatment Facility Lift Station Panel Installation proposals and contract awarding.

**Background:**

The City's lift stations were assessed in 2022 to understand the costs of implementing SCADA systems throughout our collections system and WWTF. With the WWTF expansion, SCADA integration will allow for more efficient management of our collections system. Lift station panels and components ranged in age, but a majority were at the end of their service life. Most were not cost-effective to simply convert or add components to allow for SCADA integrations. Many showed signs of corrosion as well as not complying with current code. This proposal includes installing new lift station panels for our Autumn Hills, Cedardale, Frontage Rd, and Heritage lift stations.

**Budget Impact:**

The contracted cost for the panel installation will be \$75,392.00. The project will be paid for using sewer funds.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

1. Lift Station Control Panel 2025 Install Ltr of Award and Bid Tab



July 1, 2025

Mr. Andrew Fischer  
Wastewater Manager  
City of Owatonna  
540 West Hills Circle  
Owatonna, MN 55060

**Re: Recommendation for Notice of Award  
2025 Lift Station Panel Improvements Project**

Dear Mr. Fischer:

Pursuant to the authority of the Owatonna City Council and following proper legal advertisement, the opening of quotes for the 2025 Lift Station Control Panel Improvements Install Project which covers installation and site work for Autumn Hills, Cedardale, Frontage Road, and Heritage lift stations. Bidding was conducted on Monday, June 23, 2025 at 2:00 PM through electronic proposal submission process offered privately to three (3) electrical contractors deemed capable of performing the work. A total of three (3) sealed quotes were received for the project. All three of the three quotes submitted were completed in accordance with the project manual. The lowest quote was completed in accordance with the project manual.

The attached quote tabulation document presents a comparison of the quotes received and the Engineer's opinion of probable cost for the project. Based on a review of the proposals received and pending City official's acceptance of the contract price, Advanced Engineering and Environmental Services, Inc. (AE2S) recommends that the City award a construction contract to Killmer Electric Co, Inc. Evaluating the quotes Killmer Electric was the lowest cost responsive and responsible quote received and for the quote price of \$75,392

AE2S truly appreciates the opportunity to be able to continue working with the City of Owatonna on this important project for the City. Should you have any questions or comments please feel free to contact me.

Sincerely,

Mark Ruda, PE  
Senior Project Engineer  
AE2S



Owatonna 2025 Lift Station Panel Installation Quotes  
Owatonna, MN  
P05410-2024-002

2:00 PM, June 23, 2025



| Contractor |                                        | Acknowledge<br>Addendum 1 | Certification of Proposers<br>Experience | Quote Form | Total (Base Bid) |
|------------|----------------------------------------|---------------------------|------------------------------------------|------------|------------------|
| 1          | A&A Electric & Underground Const. Inc. | ✓                         | ✓                                        | ✓          | \$109,762.00     |
| 2          | Cole's Electric, Inc.                  | ✓                         | ✓                                        | ✓          | \$84,900.00      |
| 3          | Killmer Electric Company, Inc          | ✓                         | ✓                                        | ✓          | \$75,392.00      |
| 4          |                                        |                           |                                          |            |                  |
| 5          |                                        |                           |                                          |            |                  |
| 6          |                                        |                           |                                          |            |                  |
| 7          |                                        |                           |                                          |            |                  |
| 8          |                                        |                           |                                          |            |                  |
| 9          |                                        |                           |                                          |            |                  |
| 10         |                                        |                           |                                          |            |                  |
| 11         |                                        |                           |                                          |            |                  |
| 12         |                                        |                           |                                          |            |                  |
| 13         |                                        |                           |                                          |            |                  |
| 14         |                                        |                           |                                          |            |                  |
| 15         | Engineer Estimate                      |                           |                                          |            | \$90,000.00      |



Advanced Engineering and Environmental Services, Inc.  
Water Tower Place Business Center  
6901 E Fish Lake Rd Ste 184  
Maple Grove, MN 55369  
Tel: 763-463-5036  
Fax: 763-463-5037



DATE: July 15, 2025  
TO: Mayor and City Council  
FROM: Emily Thamert, Human Resources Director  
SUBJECT: Employment Agreement - City Administrator Tuma

**Purpose:**

Approve an Employment Agreement for new City Administrator Jenna Tuma.

**Background:**

Following a comprehensive and public selection process, the City Council voted unanimously during their special meeting on May 23, 2025 to offer the position of City Administrator to Jenna Tuma. Upon approval of the Employment Agreement, Jenna will assume the role of City Administrator on August 8, 2025.

**Budget Impact:**

The impact of this agreement will be included in the annual personnel budget.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

1. 20250711\_125746



**City of Owatonna, Minnesota  
Employment Agreement**

**THIS AGREEMENT** is made by and between the City of Owatonna, a Minnesota municipal corporation ("Employer"), and Jenna L Tuma ("Employee").

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. **POSITION.** Employer will employ Employee as its City Administrator, effective on a date mutually accepted by Employer and Employee. Employee will serve as City Administrator in accordance with the position description, which is incorporated herein by reference in its entirety, as may be amended from time to time, and state statutes, City Charter, City ordinances, and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **TERM OF EMPLOYMENT.** Employee will continue employment as City Administrator until such employment is terminated in accordance with this Agreement.

3. **SALARY.** Employer will pay Employee a gross annualized salary of \$178,900.80 per year, effective their first date of employment as City Administrator. The salary is prorated and payable consistent with the Employer's normal payroll practices and subject to any authorized withholdings. Deductions from Employee's salary may be made as permitted by law.

An initial performance evaluation will be conducted on Employee after 6 months of employment as City Administrator and every approximately 12 month period from their start date of employment as City Administrator thereafter. Upon satisfactory performance on an evaluation, Employer shall provide Employee, at a minimum, the same general wage increase and movement within their pay range and same date as provided to all other non-union employees.

4. **PENSION PLAN.** Employer shall contribute to the Public Employees Retirement Association as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

5. **SENIORITY.** For purposes of employment benefits such as paid time off (PTO), Employee will maintain current seniority on file upon promotion to the City Administrator position.

6. **PAID TIME OFF (PTO).** Employee shall receive PTO leave as provided to and under the same conditions as all other non-union employees.

7. **HOLIDAYS.** Employee will receive time off and be compensated for holidays as provided to and under the same conditions as all other non-union employees.

8. **GENERAL INSURANCE.** Employer will provide Employee the same group health, life and disability insurance benefits as provided to all other non-union employees.

9. **DUES AND SUBSCRIPTIONS.** Employer will budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

10. **PROFESSIONAL DEVELOPMENT.** Employer will pay the ordinary, necessary, and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee will use good judgment in their outside activities so they will not neglect their primary duties to the Employer.

11. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense.

12. **AUTOMOBILE.** Employee will be paid a monthly allowance of \$500.00 for use of their personal automobile for the performance of official duties.

13. **JOB-RELATED EXPENSES.** Employer will reimburse Employee for reasonable job-related expenses which it is anticipated Employee will incur from time to time and are submitted by Employee in accordance with Employer's policies for reimbursement.

14. **OTHER FRINGE BENEFITS.** Employee will receive any fringe benefits not addressed herein to the extent of and under the same terms as full-time, non-union employees of Employer to the extent such benefits and terms are not inconsistent with the terms of this Agreement.

15. **HOURS OF WORK.** Employee will work on a full-time basis, as determined by Employer under its policies so as to meet the business needs of Employer. It is understood the

position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent themselves from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

16. **TERMINATION BENEFITS.** In the event Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of City Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of their last paycheck a lump sum cash payment equal to six (6) months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 8 for a period of six (6) months following termination.

Employer will not pay the termination benefits in the event Employee is terminated because of their: (1) conduct or failure to act in or arising from their official capacity with Employer that is contrary to a law, regulation, or case law; (2) serious violation of accepted standards for their official capacity with Employer; (3) conviction or plea of nolo contendere for a crime: (a) resulting from his or her employment with Employer, (b) for an illegal act involving personal gain to Employee, or (c) for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude; (4) breach of any material obligations under this Agreement or any other agreement with Employer; (5) willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer; (6) use of alcohol or other drugs in a manner which substantially affects the performance of Employee's duties, responsibilities and obligations to Employer; or (7) commission of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee or Employee resigns following a formal suggestion by Employer that they resign, then Employee may, at their option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns their position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns their position with Employer, unless otherwise expressly provided herein, then Employer will not pay termination benefits to Employee.

17. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise

interfere with the right of Employee to resign at any time from his/her position with Employer, subject only to the provisions of this Agreement.

18. **INDEMNIFICATION.** Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of their position at the time in question.

19. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

20. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

21. **GOVERNING LAW.** This Agreement will be deemed to have been made and accepted in Steele County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

22. **BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

23. **ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

25. **MODIFICATIONS AND AMENDMENTS.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing and signed by Employee and authorized representative(s) of Employer.



26. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

27. **WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

28. **DISPUTE RESOLUTION.** The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

29. **HEADINGS.** Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

30. **NOTICE.** All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known Employment Agreement for City of Owatonna Administrator Page 6 of 6 address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

31. **EXECUTION.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

32. **EXPIRATION OF AGREEMENT.** This Agreement will expire and no longer be in force or effect on the calendar day after all obligations have been satisfied resulting from Employee's termination of employment specified in paragraph 16 of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

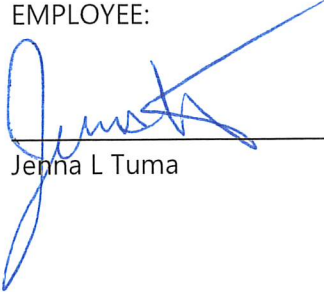
EMPLOYER:  
CITY OF OWATONNA

BY: \_\_\_\_\_  
Its Mayor

AND

\_\_\_\_\_  
Its City Council President

EMPLOYEE:

  
\_\_\_\_\_  
Jenna L Tuma