



CITY COUNCIL MEETING
Wednesday, August 6, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Voss, Dotson, Burbank,
Boeke, McCann, Svenby, and Raney

4:30 p.m. – 6:30 p.m.: Join the City Council, Mayor, and community members to honor City Administrator Kris M. Busse in the Owatonna Arts Center. Ms. Busse is retiring; she has served the City of Owatonna since 2007. Refreshments will be served beginning at 4:30 p.m. with a brief program at 5:30 p.m.

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

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Resolution 37-25: State of Emergency Declaration

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – July 15, 2025

2.2. Board / Commission Minutes

2.2.1. Airport Commission Minutes - July 10, 2025

2.2.2. Planning Commission Minutes - July 22, 2025

2.2.3. HRA Board Minutes - July 28, 2025

2.3. Department Reports:

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

2.3.2. Weed/Nuisance Inspection Report - July 29, 2025

2.3.3. Building Inspection Monthly Report - July

2.4. Licenses/Permits

2.4.1. Event Permit - Tree Giveaway in Central Park for Properties in an Environmental Justice Area - September 5, 2025

2.4.2. Temporary Liquor Permit - Downtown Business Partnership - GEM Days - August 8 & 9, 2025

2.4.3. Exempt Permits - Owatonna Robotics Booster Club - Bingo/Raffle - September 18, 2025 and October 23, 2025

2.5. Miscellaneous

2.5.1. Change Date of City Council Meeting - Tuesday, November 4, 2025 to Wednesday, November 5, 2025

2.5.2. Memorandum of Agreement - School Resource Officer - IDS #761

2.5.3. Geotechnical Services Agreement - 2026 Infrastructure Improvements - Braun Intertec

2.5.4. HealthiestYou Service Agreement - Teladoc Health, Inc.

2.5.5. Subscription Update - NeoGov

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions

3.2.1. Resolution 38-25 Adopt Steele Co Hazard Mitigation Plan

3.2.2. Resolution 39-25: CUP-21 Mini Storage Facility - 1980 Austin Rd SE

3.2.3. Resolution 40-25: Amend 2025 Authorized Signatories

3.2.4. Resolution 41-25: Name Responsible Authority for Data Practices - Jenna Tuma

3.2.5. Resolution 42-25: Set Public Hearing on September 2, 2025 - Street Reconstruction Plan

3.2.6. Resolution 43-25 Set Date for Public Hearing - Establishment of Development District 22 and Adoption of a Development Program for Development District 22

3.3. Miscellaneous

3.3.1. Garbage/Refuse Hauler Permit - Junk Solutions LLC - Ellendale MN

3.3.2. On-Sale Wine and 3.2% Malt Liquor License - Little Theatre of Owatonna, 560A Dunnell Drive

3.3.3. 2025 Street & Utility Project Change Order #1 - Wencil Construction, Inc.

3.3.4. 2025 CIP Overlay Change Order #1 - Crane Creek Asphalt

3.3.5. WWTF Expansion Change Order #22 - Rice Lake Construction Group

3.3.6. WWTF Expansion Change Order #23 - Rice Lake Construction Group

3.3.7. WWTF Expansion Change Order #24 - Rice Lake Construction Group

3.3.8. WWTF Expansion Change Order #25 - Rice Lake Construction Group

3.3.9. End User Agreement - Verified First

4. STAFF REPORT - Ryan Brown, IT Director

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



CITY OF
OWATONNA

Mayor Jessop



RESOLUTION #37-25

Resolution Declaring a State of Emergency

WHEREAS, severe storms, high wind and rain impacted Owatonna; and

WHEREAS, the storm event has caused a significant amount of damage generating debris and disrupting power distribution systems; and

WHEREAS, the Owatonna Emergency Manager requests the Mayor to declare the City of Owatonna is in a STATE OF EMERGENCY;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor declares the City of Owatonna in a State of Emergency for conditions resulting from the severe storms, wind and rain event of July 28, 2025 and continuing.

This resolution shall become effective upon its passage and without further publication.

Approved by the Mayor this 29th day of July, 2025 and will be fully ratified by the City Council on August 6, 2025.

A handwritten signature in blue ink, appearing to read "Matt Jessop", is written over a horizontal line.

Matt Jessop, Mayor

ATTEST:

I, Kris Busse, City Administrator/City Clerk, hereby attest that the foregoing resolution was duly acknowledged on the 29th Day of July, 2025.

A handwritten signature in blue ink, appearing to read "Kris m Busse", is written over a horizontal line.

City Administrator/City Clerk



CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes
July 15, 2025 – DRAFT COPY

On Tuesday, July 15, 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; Park Director Dieckmann; Human Resources Director Thamert; IT Technology Specialist O'Connor; Assistant City Administrator Tuma; City Administrator Busse; and Administrative Coordinator Clawson.

Following roll call, Council President Raney advised four items on the agenda for airport terminal/hangar space have been removed: Airport Commercial Use Terminal/Hangar Space Lease Agreement Renewal - Accelerated Aviation; Airport Commercial Hangar Space Lease - Accelerated Aviation Instruction, LLC, Amendment One to Sublease of Airport Commercial Use Hangar Lease - NavFleet Holdings, LLC, Amendment Two to Sublease of Airport Commercial Use Hangar Lease - Fountain Aviation, LLC. Council Member Svenby made a motion to approve the agenda with these changes, Council Member Dotson seconded the motion, all members voted aye in approval.

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 – July 1, 2025
- Human Rights Commission Meeting - June 10, 2025
- Planning Commission Meeting - July 8, 2025
- Building Inspection Monthly Report - June 2025
- Weed/Nuisance Inspection Report - July 9, 2025
- Police Crime Clock and Statics - June 2025
- Event Permit - MN SNAP Clinics - July 27, September 28 and October 12, 2025
- Event Permit - GEM Days - Owatonna Business Partnership - August 8-9, 2025
- Event Permit - Steele County Free Fair - August 12-17, 2025
- Temporary Liquor Permit - Steele County Free Fair - August 10-17, 2025
- Event Permit - Truman/Churchill Block Party - September 6, 2025
- Event Permit - OHRC Meeting on the Field - September 6, 2025
- Exempt Permit - Owatonna Boys Soccer Boosters Raffle - September 30, 2025
- Temporary Liquor Permit - Mineral Springs Brewery - September 12, 2025
- Renew Service Contract - Cartegraph Locator - Leica Geosystems
 - Quote received from Leica Geosystems to renew support and updates for geosystem locator used for Cartegraph. This locator was purchased in 2022. This service agreement includes upgrades. This is a two-year agreement at cost of \$120 paid from the Park Maintenance Operating Budget.

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

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. This 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. The City will work with property owners on obtaining easements. The cost is not to exceed \$12,150 without prior approval.

Private Storm Sewer Agreement - 2710 Timber Ridge PI NE

Property owned by David and Karen Legault, agreement will allow Lots 11 & 12 Block 2 of Majestic Oaks Addition to construct private storm sewer and connect to City storm sewer. 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 and no budget impact to the city.

Council Member Boeke made a motion to approve these Consent Agenda items; Council Member McCann seconded the motion. Council Member Svenby commented he is a Superintendent for the Steele County Free Fair and not able to vote on their Temporary Liquor Permit applications. With no additional comments, members voted approving all items.

Finance Report

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

\$ 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
<u>\$246,590.71</u>	<u>OTHER EXPENDITURES</u>
\$434,821.28	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Second 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 in Ordinance 1669 when adopted on February 18, 2025. City Code Section §93.029 entitled "Noise in Public Parks" was amended to prohibit the use of sound amplification systems such as megaphones, bullhorns, and public address systems. Reference to Subsection (J) was inadvertently referred to Subsection (I). Council approved the first reading of this proposed ordinance during their meeting on July 15, 2025, and there have been no changes since. Council Member Voss made a motion for approval; Council Member Dotson seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Dotson, Burbank, Boeke, McCann, and Raney; No Nay votes; the motion carried. This will be known as Ordinance 1676 to be effective upon publication.

Resolution 36-25 Conditional Use Permit 20 – Good Day Express Car Wash – 1810 S Cedar Avenue

Community Development Director Klecker requested approval of Resolution 36-25 to approve Conditional Use Permit 20. This is a request received from Craig Britton Widseth, on behalf of Stadheim Properties to construct Good Day Express Car Wash at 1810 Cedar Avenue South. Plans include an internal drive aisle 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. A public hearing was held on this matter during their meeting on July 8, 2025. The Planning Commission recommends approval with these 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.

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

Tree Trimmer Permit – the Davey Tree Expert Company, Rochester

City Administrator Busse presented application received 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. All required items are received, and an approved Background Verification was just completed. Council Member Dotson made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

Tree Trimmer Permit – Born2Trim, LLC, Princeton MN

City Administrator Busse requested approval of the application received from Jeffrey Born for a Tree Trimmer Permit for Born2Trim, LLC of Princeton MN. All required items are received, and the Background Verification is in process. Council Member Burbank made a motion for approval contingent on an approved background verification, Council Member Voss seconded the motion, all members voted aye in approval.

Service Agreements - Finance Assessment – Abdo

Finance Director Burns requested approval of the Service Agreements with Abdo to complete comprehensive assessments of the city's core finance processes. The Finance team is focusing on improving the efficiency of core processes and requests to partner with Abdo to complete a comprehensive assessment of all core finance processes. 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. Cost of these agreements for 2025 will be \$49,500. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval

Proposal - Tuckpointing Project at City Hall - Innovative Masonry

Assistant City Administrator Tuma presented bids received for the tuckpointing and brick repair on the City Hall building. 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 2022, the east elevation was tuckpointed; in 2024, the main building's north, west, and south elevations were tuckpointed. The bid received from Innovative Masonry Restoration for the southerly portion of the south and west sides of the building was \$70,000.00. The work to be provided 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. This project is part of the approved 2025 Capital Improvement Projects. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval. Council Member Voss asked what percentage of this CIP Project has been completed; Tuma responded the project will be 85-90% complete.

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

Public Works Director Murphy requested council accept the proposals received an award a contract for installation of the Wastewater Treatment Facility Lift Station Panel. 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. The contracted cost for the panel installation will be \$75,392.00 to be paid by Sewer Funds. Council Member Svenby made a motion for approval, Council Member McCann seconded the motion, all members voted aye in approval.

Employment Agreement - City Administrator Tuma

Human Resources Director Thamert commented a comprehensive and public selection process was completed for a new City Administrator. During a special meeting on May 23, 2025, the City Council voted unanimously to offer this position to Jenna Tuma. Upon approval of this Employment Agreement, Jenna will assume the role of City Administrator on August 8, 2025. Council Member Voss made a motion for approval, Council Member McCann seconded the motion, all members voted aye in approval.

STAFF REPORT

Assistant City Administrator Tuma thanked the Council for their vote of confidence in naming her as the City's next Administrator. She also thanked current City Administrator Busse for helping her through the transition process over the last several months. A reception for Ms. Busse is planned prior to the next City Council Meeting on August 6th. The reception will begin at 4:30 pm in the Arts Center with a short program at 5:30 p.m. City Administrator Busse commented that Ms. Tuma is doing a great job and confident the Council made a good decision.

PUBLIC COMMENTS

Douglas Parr, 560 Oakwood Lane commented he went Saturday to celebrate love at PRIDE in the park. Everyone was having a good time until a small group of non-community members made hate filled statements and zealots in attempt to make this event less joyous. They shouted insults, made us afraid of these bullies as intended. People were intimidated, tears flowing but we held our tongues and held our ground. The outsiders were here to spew hate, there is a state statute that could assess penalty of fine and up to 90 days in jail for their actions.

Nathan Black, 527 E Academy Street commented he is delighted to live in Owatonna and the support their group, Rainbowatonna has received. Upset that the city's response to outside/local protesters at LGBTQ events is inadequate. They believed some progress is being made; however, what happened on Saturday was a failure of response by the police department. During the day, we made multiple calls for assistance against these protestors and question if the police and city do support us. We understand concerns about enforcing

laws while freedom of speech and encourage officers receive specific education and consultation on how to intervene. Also, additional changes requested in the City's Park Permit to offer an exclusive use Park Permit.

Levi Hendricks, 109 Lincoln Avenue commented that during Saturday's event, he witnessed people following others making harassing statements for intimidation. They attempted to drown out others' free speech and block the stage of entertainment while screaming to incite violence. They were wearing cameras demonstrates their premeditation of activity to upset the event. There was a failure of a police presence most of the day, I appreciate our officers, but we need to do better.

John Weisenbuger, 352 E Broadway Street said he has lived in Owatonna for several years and was disappointed during this event. The intimidation and destruction of the protestors was their goal. The police department anticipated they were coming and allowed it to happen. There must be a way to prevent this from happening, there should be a permit to allow use of a public space without fear of being sued.

Sue Bowcock, 346 E Broadway Street commented that protesters were out of hand with photos of an aborted baby causing children to cry. There is a difference between freedom of speech and hate speech. What would happen if a similar protest was made at other events? Would the city tolerate it or is this OK only because this event was held by a group of marginalized people

Alan O'Malley-Laursen, 515 Agnes Street said he was the MC during the event and also one of the entertainment performers. He couldn't count the number of times he was yelled at and often the protestor's shouting was so loud, he couldn't hear himself sing. This was an aggravated harassment against protected class of people. We need to do something about it and prevent future similar instances and allow exclusive use of parks

Kendra Wilson, 816 S Oak Avenue commented she was disturbed by behavior of the protesters showing large explicit signs of dead babies. She urged the city to set designated protest areas during events.

Lucile Larson, 1204 Austin Road commented she saw children crying and mothers targeted, this is unacceptable but no police presence to stop it. Local businesses were impacted and children traumatized. She is afraid the police won't respond if she calls them. The community should be welcoming to anyone. Disturbing the peace, disorderly conduct, and harassment of people should not be tolerated.

Melissa Danielson, 1807 St Paul Road said protesters were screaming at families, telling strangers they would be going to hell. These protesters were not from our town, it was inappropriate. We need police to protect public safety, public spaces should feel welcoming and this did not. She encouraged police to enforce our laws, make sure the community stays safe and family friendly.

Gary Jones, 995 Ridge Road commented that the trees in Mineral Springs Park provide a canopy, so it is dark within minutes after the sun disappears. A homeowner could be killed at Mineral Springs Park during the deer hunt allowed 30 minutes before sunrise and 30

minutes after sunset. A light meter would be a good experiment to show we should move these hunting times by 30 minutes.

Jennifer Hansen, 639 17th Street SE commented the event was disrupted by protesters who positioned themselves in front of the stage. They took the event hostage, they were allowed to invade, harass, interrupt, and interfere with no consequences. OPD was contacted but didn't respond. She urges City Council to consider how to ensure free speech, protect events and provide guidelines for law enforcement.

An Le, 602 12th Avenue SE commented that she should feel safe, but protesters were allowed to invade this event and targeted harassment. If the city believes in the commitment made in proclamation, they to do better.

Brandy Wilker, 1615 Wood Duck Lane NE commented she recently joined the Rainbowatonna Board. She offers face painting at events and has more than 15 years of experience with events around MN but has never seen anything similar to what happened here last Saturday. It was traumatic and children were impacted. We need to put something in place so no harassment at future events.

Paula Jameson, 351 E Rose Street commented she was part of the entertainment lineup. The joy and peace at this event were shattered when men shouted disturbing language as they forced their way through the crowd. Children witnessed far more than they should have, and law enforcement didn't intervene. He asks that the city stand up for the children, to uphold law and protect the peace.

Gregg Emery, 202 17th Place SW commented he works at healthcare facility for youth, and they need to feel accepted. PRIDE Events offer acceptance which begins with awareness. We all have a responsibility to care for them, this should flow through PRIDE. We need to stop aggression not suppression of free speech by working together and prevent harm to our children.

Olivia Alaska, 230 Southview Street said she witnessed violence against the LGBTQ community on Saturday and was waiting for OPD to intervene. This is the same ideology that often leads to deaths.

Melissa Zimmerman, 2525 Stony Creek Drive commented that this is heartbreaking and unacceptable, the city doesn't prioritize the most vulnerable. The East Side Corridor Group has been locked out of meetings and our voices silenced. The city needs to start to listen and protect our children and those most vulnerable.

MAYOR AND COUNCIL COMMENTS:

Council Member Svenby thanked everyone for their comments and encouraged staff and Council to review the City's current ordinances to improve future events.

Council Member Burbank said he would echo Council Member Svenby's comment.

Council Member McCann also wished to restate this comment and then thanked several Owatonna Human Rights Commissioners attending tonight's meeting.

Mayor Jessop commented what happened in Central Park during this event on Saturday should not have happened and apologized to those who attended. He commented

that when he signed the proclamation for 2025 Pride in the Park Proclamation (as he does when signing all proclamations) he believes in this organization's cause. He does not make proclamations for grandstanding or to gain political advantages and wants to remain their ally.

City Administrator Busse commented the city's police department is a group of dedicated men and women making difficult decisions in a split second when on duty. These First Amendment issues are incredibly nuanced. She thanked the police department for shutting down the unauthorized amplification during the event on Saturday. Not minimizing other things that happened during this event but need to recognize the good work of the city's police officers. She then reminded everyone she will be retiring on August 7th with one Council Meeting remaining.

Council President Raney thanked everyone for attending and their comments during tonight's meeting.

At 7:58 p.m., Council Member Boeke made a motion to adjourn, Council Member Burbank seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board - Commission Minutes

Airport Commission Meeting Minutes
July 10, 2025 – Charles S. Crandall Center – Meeting Room, City Hall
“DRAFT”

1. Call to Order

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

2. Roll Call

Commissioners Attending

Anthony Louris	Vice Chair
Dave Purscell	Commissioner
Tim McManimon	Commissioner
Greg Krueger	Commissioner
Matt Thurnau	Chair

Commissioners Absent

Madeleine Haberman	Commissioner
Daren Tarpenning	Commissioner

Staff Attending

Dave Beaver	Airport Manager
Troy Klecker	Community Development Director

Visitors Attendings

Melissa Underwood	SEH, Inc.
Clayton Petersen	Accelerated Aviation Instruction, LLC

3. Approval of Agenda

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

4. Minutes

Commissioner Purscell made a motion to approve the minutes from May 15, 2025, Airport Commission meeting and Commissioner Louris seconded the motion. All Commissioners voting Aye, the motion carried.

5. Action Items

Chair Reports

None.

Staff Reports

Airport Manager Dave Beaver said that it has been busy and presented the fuel volumes dispensed. Mr. Beaver provided an update on airport operations, facilities, and grounds including preventive maintenance items. The painting of the runway approach lighting

poles, and other visual indicators has been completed. The T-38 display cleaning and painting of the aircraft was completed just before the 4th of July holiday. This work completes the main multi-year restoration of the display. Other work on the airfield includes the completion of the MnDOT Aeronautics sponsored pavement inspection which occurs every three years. This assists staff working with federal and state partners in determining pavement maintenance needs and prioritization with any required rehabilitation. There was a brief discussion on these items.

Regarding the Civil Air Patrol (CAP) annual fly-in breakfast that is typically in August, Mr. Beaver reported that the local squadron commander has informed him that due to a national CAP issue having to do with insurance, the CAP may not be able to sponsor the fly-in breakfast and have to cancel this year. There was a discussion regarding the event and possible alternatives. Clayton Petersen with Accelerated Aviation said that they may be able to host the event and work with the CAP. There was discussion regarding the timing as it may have to shift to September to provide more time to organize. The auto parking lot is also set for pavement re-construction this year and may have to be worked around. Clayton will communicate with the CAP to see what can be done for this year.

Accelerated Aviation Agreements

Airport Manager Beaver provided an update on the Accelerated Aviation renewal agreement. Clayton Petersen with Accelerated Aviation reported that flight training activity continues to be busy. Clayton announced that the company is growing, and they are seeking to expand into offering an additional service of aircraft maintenance and repair. To accommodate this growth, they need additional space. Mr. Beaver explained that a draft agreement has been prepared to lease additional hangar space also requiring that the company provide the service of aircraft maintenance and repair. Mr. Petersen explained that this part of the company would be operating under the name of Fountain Aviation and be hiring additional aircraft mechanics and working to also offer avionics services. After discussion, there was general support for the renewal agreement and additional hangar space agreement.

Commissioner McManimon made a motion to recommend approval of the Accelerated Aviation Instruction Commercial Hangar and Terminal Lease agreement renewal, the new hangar space Commercial Use Lease Agreement and associated Amendments providing for the expansion of commercial service to include aircraft repair and maintenance through Fountain Aviation. Commissioner Krueger seconded the motion. All Commissioners voting Aye, the motion carried.

Airport CIP Project Update

Mr. Beaver reported that the budgeting and planning process for the Capital Improvement Program (CIP) projects is underway. This also requires coordination with the FAA and state agencies for grant funding programs. 2026 items requests are due to the FAA by August 8th. Melissa Underwood with SEH, Inc. provided an update on the planned 2026 projects including Runway 5/23 and Taxiway "B" crack seal, and apron reconstruction depending on availability of funding. Melissa Underwood also briefly updated the commission on this year's projects. There was a brief discussion regarding the CIP budget items.

6. Adjournment - Chair Thurnau adjourned the meeting at 8:55 am.

OWATONNA PLANNING COMMISSION MINUTES FOR JULY 22, 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, and Jim Joachim. Commissioner Kelly Rooks and Dave Effertz were absent. Community Development Manager Greg Kruschke, Planning Specialist Emma Bransford, and Senior Administrative Technician Kristen Kopp were also present.

A motion was made by Wilson and seconded by Joachim to approve the minutes of regular meeting of July 8, 2025. All Commissioners voting Aye, the motion carried.

CUP-21, a request by Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC for a conditional use permit to construct a Mini Storage Facility on the subject property located at 1980 Austin Road SE, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) The public hearing opened at 5:34 pm. Brent Kaslow was present and said he is happy to answer any questions and is looking forward to working with everyone. The public hearing closed at 5:35 pm. Eickhoff asked for clarification regarding commercial use. Bransford asked if he was referring to commercial motor vehicle storage. It is something that would be allowed if all applicable building requirements are in place. Kaslow said that is not the intention of the request. A motion was made by Eickhoff and seconded by Springer-Gasner to recommend City Council approval of CUP-21, a request to construct a Mini Storage on the subject property located at 1980 Austin Road SE with the following conditions:

- 1) Photometrics plan to be submitted and approved prior to the issuance of a building permit.
- 2) Individual storage units shall be under 5,000 square feet in floor area.
- 3) The sole permitted use of all units shall be storage. No commercial business operations shall be permitted.
- 4) All signs shall obtain the necessary permits and comply with B-2 zoning standards.
- 5) All items in the City Engineer's Memo dated July 11, 2025, must be adhered to.

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 there is a one-page handout from the consultant in the Commissioners' packet. There will be a work session / kick-off meeting on September 9 at 6:00 pm. That is a regular meeting night and that meeting is scheduled from 6:00 to 7:00 pm. The website is live as of this morning.

Community Development Manager Greg Kruschke gave an update on previous items. He said the car wash was approved by the City Council, and they are still negotiating the development agreement with Mineral Springs Estates. That will hopefully be going to City Council the first meeting in August.

He said that November 11 is Veterans Day, so the meeting is moved to Wednesday, November 12.

A motion was made by Joachim and seconded by Eickhoff to adjourn the meeting at 5:39 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on JULY 28, 2025

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:04 pm in the Crandall Small Conference Room by Chairperson Olivo.

Members present were Vicki Olivo, Julie Fiske, Nathan Dotson, Lindsay Schultz, and Rebecca Rand. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour, Council Member McCann and Senior Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Schultz and seconded by Dotson to approve the minutes of the June 23, 2025 HRA Board meeting with corrections. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. He said Ascend is completely done and is renting units. Eastgate 2 application is submitted and we will not hear back by December. They are working on Ascend 2, which will have 41 units. Mineral Springs Estates, the housing development by the water park, is at the final stages of approvals. The City is finalizing an incentive program and are putting together a loan agreement for curb, gutter, and infrastructure that will come with the development agreement. This development includes 350 units total. The City is still working on the ten lots on Patridge Avenue. The Aire Apartments had a groundbreaking and will hopefully be open next summer. It will be 73 units with 53 market rate and 20 affordable.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. He said we are in a holding pattern because we are avoiding shortfall in the HCV program. He is waiting on our HUD rep in Minneapolis to give the go ahead to accept new applicants. In June, eight people came off three different programs. A few chose to leave and the others had lease violations. Three more were terminated in July. We are down to 31 vouchers on the Mainstream program. There are 93 HCV clients, 36 Bridges Regular, and 9 Bridges Like. There are 11 people shopping for units on Bridges with another five coming after their orientation. He said that he's talked to the people who do Bridges referrals and put them on hold for now. One of his goals with the Bridges Grant is to frontload it for the first six to nine months of the 2 year grant. There was some discussion on rental inspections and processes.

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

Other / New Business: Madkour said that the Waitlist Purge was done in June and 105 people came off the waitlist. Only 16 purge letters were returned and he resent them if they had a new return address. There are around 270 total on the waitlist and applications are still coming in, with about seven per week on average.

Madkour said that we have been approved for the Bring it Home Program. We should be getting information soon and it will start January 1, 2026.

Next Meeting: The next meeting will be Monday, August 25, 2025.

Adjournment: There being no further business, a motion to adjourn was made by Fiske and seconded by Dotson. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:55 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Managers



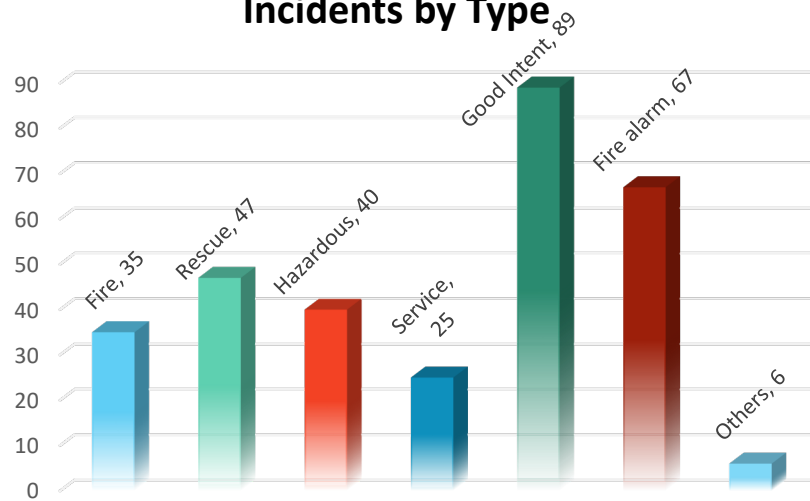
CITY OF
OWATONNA

Department Reports

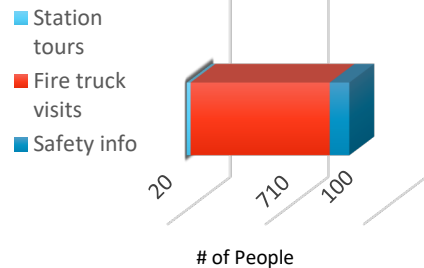
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

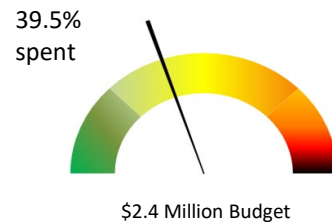
Incidents by Type



Public Education

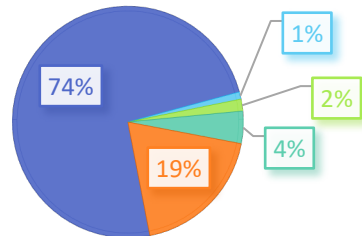


Expenditures



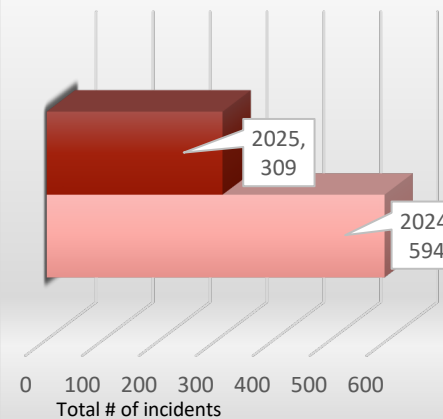
Inspections by Type

- Fire code
- Fire alarm system
- Sprinkler system
- Nuisance complaints
- Weed complaints

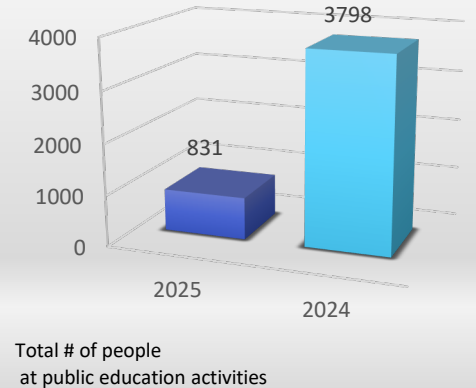


2025 VS 2024 STATISTICS

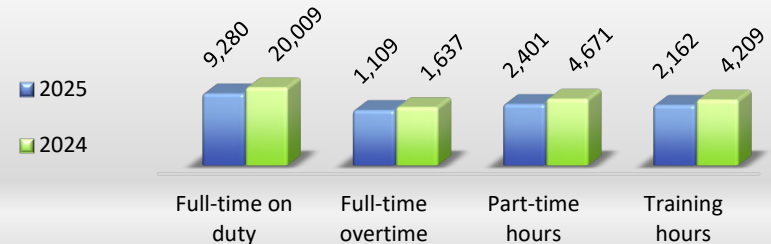
Incidents



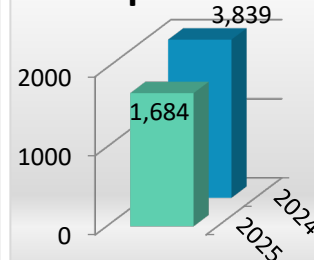
Public Education



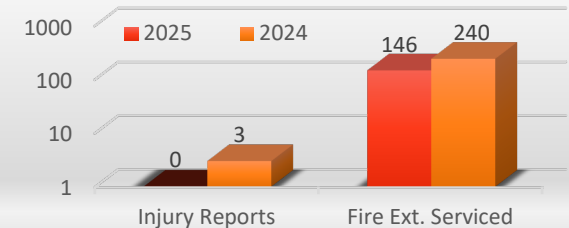
Staff Hours



Inspections



Safety Services



2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151	349	270	129	131							1244	2953
Fire alarm inspections	4	1	1	4	2	5							17	13
Sprinkler system inspections	7	3	1	4	12	1							28	66
Nuisance inspections	2	4	4	9	47	10							76	266
Weed inspections	0	0	0	0	140	179							319	742
Sprinkler system permits issued	3	2	3	2	1	4							15	26
Fire alarm system permits issued	1	1	0	3	3	0							8	21
Hood/Suppression system permits issued	1	1	0	0	0	0							2	2
Plan reviews	10	6	7	10	7	6							46	98
Code reviews	3	4	4	3	2	3							19	34
# Knox boxes checked	0	1	0	0	2	2							5	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0	0	20	0	0							20	460
# people given extinguisher demos	0	0	0	0	0	0							0	207
# people at truck visits	0	0	0	0	300	410							710	1840
# people fire safety information	30	0	50	0	0	20							100	1289
# people juvenile firesetters	0	0	0	0	1	0							1	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents														
City incidents	51	34	39	39	50	46							259	521
Rural incidents	4	7	10	14	8	4							47	70
Mutual aid given	2	0	0	1	0	0							3	3
Monthly Totals	57	41	49	54	58	50							309	594
Type of Incidents														
Fire	10	6	5	5	5	4							35	48
Rescue calls	5	5	9	6	8	14							47	117
Hazardous conditions	4	9	6	3	10	8							40	77
Service calls	4	4	7	2	5	3							25	38
Good intent calls	16	7	15	20	20	11							89	131
Fire alarms	17	10	7	16	7	10							67	179
Others	1	0	0	2	3	0							6	4
Monthly Totals	57	41	49	54	58	50							309	594
Total training hours	320.34	372.66	411.83	330.18	329.31	397.50							2162	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0	0	0	0	0							0	3
# lost work hours	0	0	0	0	0	0							0	0
# fire extinguishers serviced	70	0	19	57	0	0							146	240
TOTAL HOURS														
Full-time shift hours worked	1528.00	1344.00	1797.75	1561.00	1585.25	1464.00							9280.00	20009.00
Full-time overtime hours worked	244.50	163.08	52.02	173.54	178.83	297.50							1109.47	1636.58
Paid-on-Call hours worked	388.25	389.75	447.00	408.50	376.75	390.75							2401.00	4671.00
Monthly Hours Worked Total	2160.75	1896.83	2296.77	2143.04	2140.83	2152.25							12790.47	26316.58

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 9, 2025 to July 29, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	Vacant lot 17-022-4102 with long grass and weeds per complaint picture 9387.	7/17/2025	7/23/2025	8/8/2025			0.5
El Dorado Street Southeast	Vacant lot 17-623-0109 with long grass/weeds	7/14/2025		8/1/2025			0.5
Glendale Street	Vacant lot 17-507-0101 with long grass and weeds.	7/25/2025			7/28/2025	Has been mowed.	1
Greenleaf Place Southeast	Has been cut.	7/16/2025			7/16/2025	Has been cut.	0.5
Greenleaf Road Southeast	Has been mowed.	7/14/2025			7/14/2025	Has been mowed.	0.5
Greenleaf Road Southeast	Has been cut.	7/16/2025			7/16/2025	Has been cut.	0.5
Hartle Avenue	Vacant lot 17-022-4103 with long grass and weeds per complaint picture 9388 as of 7/17/25.	7/17/2025	7/23/2025	8/8/2025			0.5
Robin Hood Lane Southeast	Has been cut.	7/16/2025			7/16/2025	Has been cut.	0.5
1009 Elm Avenue South	Long grass per complaint picture 9351 as of July 9, 2025	7/9/2025			7/10/2025	Has been mowed.	1
111 Walnut Avenue North	Has been cut.	7/16/2025			7/16/2025	Has been cut.	0.5
112 Oak Avenue North	Has been mowed.	7/16/2025			7/16/2025	Has been mowed.	0.5
1122 Oak Avenue South	Complaint picture 9414 with Long grass in all yards as of 7/24/25	7/24/2025	7/25/2025	8/5/2025			0.5
1149 Cedar Avenue South	Long grass/weeds per complaint picture 9384 as of 7/17/25	7/17/2025			7/22/2025	Has been mowed.	1
116 Selby Avenue	Complaint: Couches on blvd, noxious weeds. Per complaint pictures 642, 9403, 9404, 9405 as of July 22, 2025	7/22/2025	7/24/2025	8/4/2025			0.5
117 Mill Street West	Complaint: Tall weeds/grass, garbage and appliances in alley per complaint pictures 9394, 9395, 9396, 9397 as of July 22, 2025.	7/22/2025	7/24/2025	8/4/2025			0.5
1212 3 Avenue Northeast	Long grass and weeds per complaint picture 9383 as of 7/16/25.	7/16/2025	7/23/2025	8/3/2025	7/28/2025	Has been mowed.	1
1298 Bellflower Lane Northeast	Has been mowed.	7/14/2025			7/14/2025	Has been mowed.	0.5
139 15 Street Northeast	Has been mowed.	7/9/2025			7/9/2025	Has been mowed.	0.5
1395 26 Street Northeast	Complaint: On west side of Mineral Springs Pkwy, by the water tower, it hasn't been mowed.	7/29/2025					0.5
1410 Greenleaf Place Southeast	Has been cut.	7/16/2025			7/16/2025	Has been cut.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 9, 2025 to July 29, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1420 Cedar Avenue North	Check if trees that have been cut down and are laying around the property. Per complaint pictures 9360, 9361 the complaint location has tree logs down and laying on the property as of July 9, 2025	7/9/2025	7/15/2025	7/29/2025	7/22/2025	Tree logs have been removed.	1
1420 Nottingham Drive Southeast	Dumpster is in driveway as of July 10, 2025 Started to fill the dumpster with items on the back side, east side and the front of garage as of July 14, 2025 , July 16, 2025 - (few items remain)	7/10/2025			7/28/2025	The dumpster was removed with the trash, junk, and items from the water damage items in the basement as of 7/28/25	1
1512 Elm Avenue North	Has been mowed.	7/9/2025			7/9/2025	Has been mowed.	0.5
1575 Mineral Springs Parkway Northeast	reinspection picture 9382 taken on July 16, 2025 of the back yard of the complaint location.	7/16/2025		8/1/2025			0.5
1736 St Paul Road Northeast	Complaint: Weeds are growing over the fence. Not for sure the location of the weeds growing over the fence - it appears to be in the front yard of 1726 St Paul Road NE.	7/24/2025			7/28/2025	1726 location's front yard fence side has been cleared of small weeds growing under the fence as of July 28, 2025.	1
1810 Cedar Avenue South	The complaint location with long grass and weeds has been mowed as of July 16, 2025	7/16/2025			7/16/2025	Has been mowed.	0.5
1856 Prairie Lane Northeast	Long grass per complaint picture 9359 as of July 9, 2025	7/9/2025	7/11/2025	7/21/2025	7/23/2025	Has been mowed.	1
1860 Bigelow Avenue	Complaint: Tall grass/weeds, construction debris in backyard	7/29/2025					0.5
1900 Hartle Avenue Southeast	Vacant lot 17-022-4411 with long grass and weeds per complaint picture 9389 as of July 17, 2025.	7/17/2025		8/11/2025			0.5
1940 Diablo Drive	Reinspection location pictures 9367, 9368 as of July 11, 2025 - No change in complaint status per backyard neighbor	7/11/2025			7/28/2025	Most items have been removed.	1
201 South Street East	Complaint: Tall weeds and grass	7/22/2025				no violation found at time of inspection.	0.5
205 Oak Avenue North	Has been cut.	7/24/2025			7/24/2025	Has been cut.	0.5
207 South Street East	Complaint: Has not mowed back of yard the whole season. Uploaded complainant's pictures. See attached complaint picture 9410 with long grass and weeds as of July 23, 2025.	7/22/2025	7/23/2025	8/3/2025			0.5
2104 Harbour Oak Drive Southeast	Vacant lot 17-593-0116 with long grass and weeds per complaint picture 9386 as of 7/17/25.	7/17/2025		8/1/2025			0.5
214 Fremont Street East	complaint items of concern have been removed from the back yard per picture 9369 as of July 11, 2025	7/11/2025			7/11/2025	Have been removed.	0.5
214 Vine Street East	Long grass per complaint picture 9363 as of July 11, 2025	7/11/2025			7/14/2025	Has been cut.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 9, 2025 to July 29, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
219 Grove Avenue North	Has been mowed.	7/9/2025			7/9/2025	Has been mowed.	0.5
2215 Condor Place	Complaint: Long grass.	7/15/2025				No violation found at time of inspection.	0.5
222 McKinley Street West	Long grass/weeds in all yards	7/24/2025	7/29/2025	8/9/2025			0.5
229 Park Street	Long grass/weeds per complaint picture 9385 as of 7/17/25	7/17/2025	7/23/2025	8/3/2025			0.5
230 Riverside Avenue	Complaint: Junk on boulevard	7/29/2025					0.5
248 & 248 1/2 Fremont Street East	Long grass/weeds	7/24/2025	7/29/2025	8/9/2025			0.5
251 Pearl Street East	Has been mowed.	7/22/2025			7/22/2025	Has been mowed.	0.5
252 Pearl Street East	Long grass per complaint picture 9362 as of 7/11/25	7/11/2025			7/14/2025	Has been mowed.	1
252 Vine Street East	Long grass per complaint picture 9364 was taken on 7/11/25	7/11/2025			7/14/2025	Has been mowed.	1
253 16 Street Northeast	complaint: 15-foot-tall weeds all along the landscaping and in the backyard. Grass is over 3 feet tall in the backyard. Uploaded complainant's picture. Per complaint pictures 9399, 9400, 9401as of July 22, 2025	7/22/2025	7/24/2025	8/4/2025			0.5
2610 Hemlock Avenue Northeast	Has been mowed.	7/10/2025			7/10/2025	Has been mowed.	0.5
267 Willow Avenue	Complaint: Tall weeds/grass on corner of Willow & Rose, by fire hydrant.	7/29/2025					0.5
303 State Avenue	Long grass per complaint picture 9358 as of 7/9/25	7/9/2025	7/11/2025	7/21/2025	7/14/2025	Has been mowed.	0.5
320 Jenny Lane	Complaint: Has not mowed once this summer. Per complaint picture 9408	7/23/2025	7/24/2025	8/4/2025			0.5
393 Sylvan Street	Mattress on front blvd	7/14/2025	7/17/2025	7/27/2025	7/23/2025	Has been removed.	1
409 Sylvan Street	Long grass per complaint picture 9357 as of 7/9/25	7/9/2025	7/15/2025	7/25/2025	7/23/2025	Has been mowed.	1
416 Sylvan Street	Long grass per complaint picture as of July 9, 2025 Reinspection picture 9398 with long grass and weeds as of July 22, 2025. Need to call lawn mowing service as of July 22, 2025.	7/9/2025	7/11/2025	7/21/2025			0.5
421 Elm Avenue South	Long grass per complaint picture 9365 taken on July 11, 2025	7/11/2025			7/14/2025	Has been mowed.	1
426 Sylvan Street	Long grass per complaint picture 9355 as of July 9, 2025	7/9/2025			7/10/2025	Has been mowed.	1
450 Stoneridge Lane Northeast	Has been cut.	7/15/2025			7/15/2025	Has been cut.	0.5
480 Stoneridge Lane Northeast	Has been mowed.	7/9/2025			7/9/2025	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 9, 2025 to July 29, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
484 Glendale Street	Long grass and weeds in all yard per complaint picture 9370 as of July 11, 2025	7/11/2025	7/15/2025	7/25/2025	7/23/2025	Has been mowed.	1
502 Maple Drive	Reinspection picture 9390 with misc complaint items on the front blvd and in the location drive way as of July 17, 2025. Need to send another complaint notice	7/17/2025			7/22/2025	All items have been removed.	1
505 State Avenue	Has been mowed.	7/22/2025			7/22/2025	Has been mowed.	0.5
508 24 Street Northeast	Has been mowed.	7/9/2025			7/9/2025	Has been mowed.	0.5
511 Elm Avenue South	Long grass per complaint picture 9366 as of July 11, 2025	7/11/2025			7/14/2025	Has been mowed.	1
549 McIndoe Street	Complaint: Not mowing lawn & landscaping in back is overgrown with weeds. Uploaded complainant's picture.	7/16/2025			7/18/2025	Has been mowed.	1
555 22 Street Northeast	Has been mowed.	7/14/2025			7/14/2025	Has been mowed.	0.5
601 Mineral Springs Road Northeast	Unable to see the back property line -picture 9373 of the backyard from the east side of the house as of July 14, 2025	7/14/2025			7/17/2025	Has been cleaned up.	1
609 Harriet Avenue	Complaint: Long grass/weeds per complaint picture 9381 as of July 16, 2025	7/15/2025	7/23/2025	8/1/2025			0.5
615 Linn Avenue	Long grass/weeds per complaint picture 9407 as of 7/23/25	7/23/2025	7/25/2025	8/5/2025			0.5
645 Allan Avenue Southwest	Has been mowed.	7/14/2025			7/14/2025	Has been mowed.	0.5
655 24 Street Northeast	Complaint: Long grass and weeds per complaint pictures 9418 and 9419 as of July 24, 2025.	7/24/2025	7/25/2025	8/5/2025			0.5
710 El Dorado Street Southeast	Vacant lot 17-619-0101 with long grass and weeds.	7/14/2025		8/1/2025	7/24/2025	Has been cut.	0.5
723 13 Street Northeast	Complaint: Grass is 3' tall. Garbage all over yard. Tree fell on garage. complaint pictures 9352, 9353 as of July 9, 2025 7/28/25 - Letter was returned. Adjusted reinspection date and resent letter. 9609	7/9/2025	7/15/2025	8/9/2025			0.5
725 Escalade Lane Southeast	Vacant lot 17-619-0126 with long grass and weeds. The complaint vacant lot with long grass and weeds has been mowed as of July 24, 2025	7/14/2025		8/1/2025	7/24/2025	Has been cut.	1
728 Cedar Avenue North	Long grass/weeds alongside the building (along Union St) per complaint picture 9422 as of July 25, 2025	7/25/2025	7/29/2025	8/9/2025			0.5
809 Cedar Avenue North	Long grass/weeds - both addresses 809 and 819 are the in the same building with the same complaint	7/25/2025	7/29/2025	8/9/2025			0.5
810 Minnesota Avenue	Has been cleared of complaint items and mowed along the south area fence as of July 18, 2025	7/18/2025			7/18/2025	Has been cleaned up.	0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
July 9, 2025 to July 29, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
829 Escalade Lane Southeast	Vacant lot 17-619-0117 with long grass and weeds.	7/14/2025		8/1/2025			0.5
859 Escalade Lane Southeast	Vacant lot 17-619-0116 with long grass and weeds.	7/14/2025		8/1/2025			0.5
865 Escalade Lane	Vacant lot 17-619-0115 with long grass and weeds.	7/14/2025		8/1/2025			0.5

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	10	3,298,000	70	340,568.33	141	37,792,700.00	923	9,366,792.64			4	1148	50,798,060.97		
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 July, 2025

TYPE OF WORK	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2025 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	5	2,040,000		10	3,298,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	67	387,488.00		70	340,568.33	
COMMERCIAL AND INDUSTRIAL PR	180	53,277,518.10		141	37,792,700.00	
RESIDENTIAL ADD. & ALT.	888	7,891,334.33		923	9,366,792.64	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	4	980,000	0	0	0	0
DEMOLITION PERMITS	5	0		4	0	
TOTAL PERMITS ISSUED	1,149	64,576,340	0	1,148	50,798,061	0



CITY OF
OWATONNA

Licenses Permits

Events Permit Application**EP-25-2**

Submitted On: Feb 6, 2025

Primary Location540 West Hills Circle
Owatonna, MN 55060

Event Information**Event Name**

Tree Giveaway

Event Contact

Mary Jo Knudson / Katie Edmond

Location of Event

City Hall - parking spaces from flag pole plaza south

Description of Event

Trees will be given away to qualifying residents. (Must live in USDA economic justice area.) This is a part of the grant partnership with Great River Greening.

Event Set Up Date

09/05/2025

Event Set Up Time

7a

Actual Event Date

09/05/2025

Actual Event Time

TBD

Clean Up Date

09/05/2025

Clean Up Time

3p

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

Postponed

Reschedule Date

TBD

Estimated Attendance

50

Application Information**Sponsoring Organization Name**

Owatonna Parks & Recreation

Mailing Address

540 West Hills Circle

City

Owatonna

State

MN

Zip

55060

Website Address

www.owatonna.gov

Primary Contact**Name**

Mary Jo Knudson

Phone Number

507-774-7364

Cell Phone**Email Address**

maryjo.knudson@owatonna.gov

Primary On-site Contact**Name**

Katie Edmond

Cell Phone

Alternate On-site Contact

Name

Mary Jo Knudson

Refer Media or Citizen Inquiries To:

Name

Mary Jo Knudson

Phone

507-774-7364

Event Features

City Streets or Right-of-Way

Yes

Start/End Time

TBD

Date

09/05/2025

Name of Requested Street(s)

West Hills Circle - in front of City Hall

Alleys

No

City Sidewalks or Trails

No

Public Parking Lots or Spaces

Yes

Start/End Time

TBD

Date

09/05/2025

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

None

Describe level of advertisement

City website, Facebook page, City Happenings newsletter, newspaper, radio, Enviro show

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

No

Will the event need cones?

Yes

Number Needed

8

Size Needed

Medium

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

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

P&R staff will clean up

Will event need traffic control?

No

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

N/A

Will "No Parking" signs be needed?

No

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

Event will end. If sudden bad weather arises, staff will be present to go inside City Hall

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

Name

Mary Jo Knudson

Email

maryjo.knudson@owatonna.gov

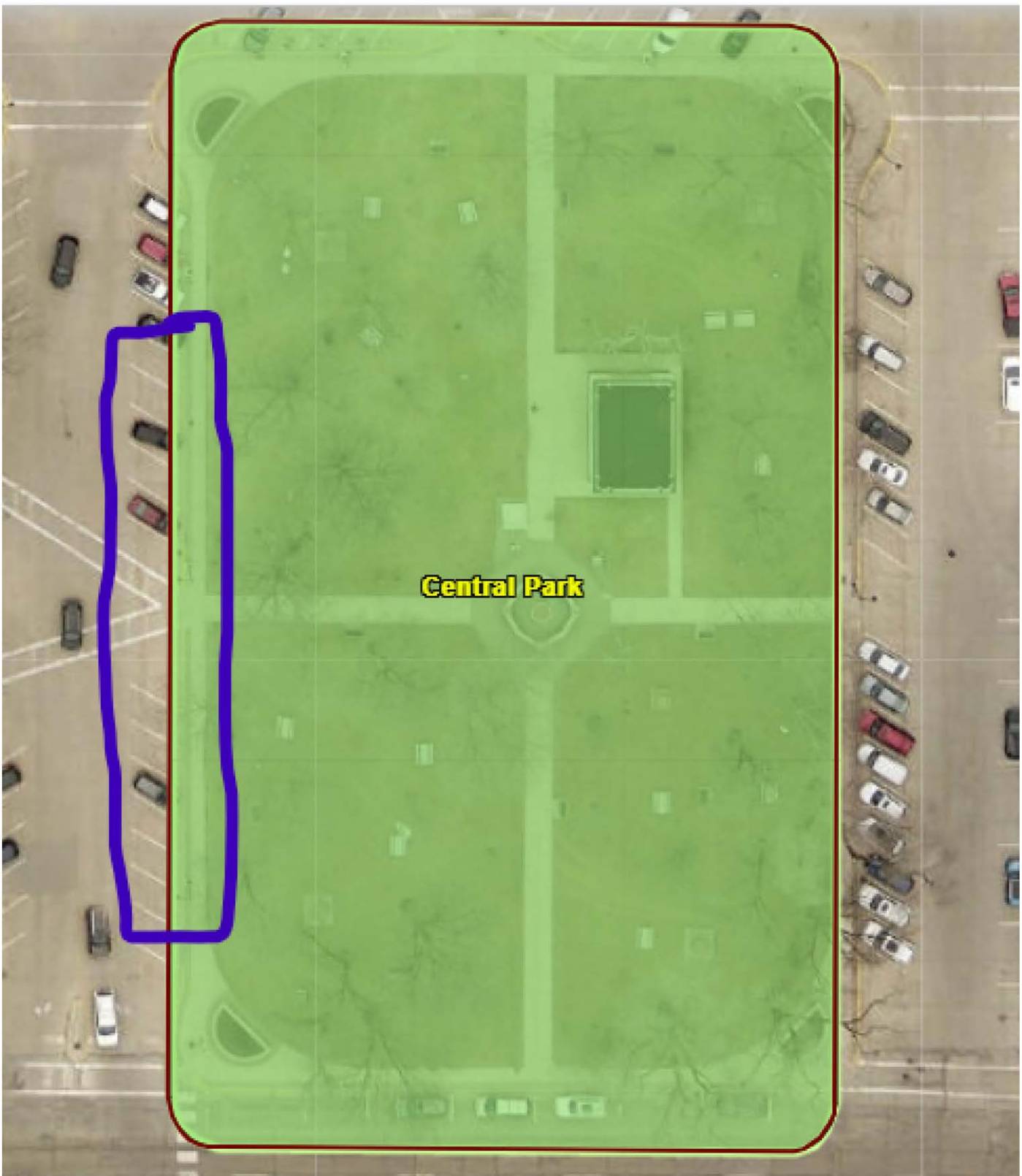
List any other pertinent information: Tiler with trees will be parked in the spaces from flag pole plaza and south.

Recipients must qualify with an address in EJ area. This program has been vetted through City Council.

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

Applicant Signature : Signature of Applicant true

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 scoR.e 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.



Department Comment:

Police - approved with no comment.

Public Works - approved with no comment.

Parks & Rec - Department event.

Fire - approved with no comment.

Building & Inspection - approved with no comment.

Facilities - approved with no comment.



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	
Owatonna Business Partnership		2010		81-139232	
Organization Address (No PO Boxes)		City	State	Zip Code	
115 N Cedar Avenue		Owatonna	MN	55060	
Name of person making application		Business phone		Home phone	
Lauren Kozelka		507-451-6644		507-475-3248	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
August 8-9, 2025		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Lauren Kozelka		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
Justin Ohnstad		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
			MN		

Location where permit will be used. If an outdoor area, describe.
In Central Park during GEMN Days.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
MSB - small brewer located in Oatonna providing beer for this event.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Farmers Insurance - \$500,000 per occurrence.

APPROVAL

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

Owatonna	8/06/2025
City or County approving the license	Date Approved
\$50.00	8/08/2025 and 8/09/2025
Fee Amount	Permit Date
Event in conjunction with a community festival ☒ Yes ☐ No	jeanette.clawson@owatonna.gov
26,735 - Mn State Demographer Office - 4/25 Estimate	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

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 Robotics Booster Club

Previous Gambling Permit Number: X-_____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 84-4819406

Mailing Address: PO Box 304

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

Name of Chief Executive Officer (CEO): Jennifer Meyman (formerly was Chris Fair)

CEO Daytime Phone: 507-363-2330 CEO Email: jennifermeyman@yahoo.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
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): MSB Brewery

Physical Address (do not use P.O. box): 210 N Oak Ave Suite 1

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Sept. 18 - Oct. 23, 2025

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clauson

Title: Admin Coordinator Date: 8/1/2025

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Jennifer Meyman President Date: 8-1-25
(Signature must be CEO's signature; designee may not sign)

Print Name: Jennifer Meyman

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



CITY OF
OWATONNA

Miscellaneous



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Change Date of City Council Meeting - Tuesday, November 4, 2025 to
Wednesday, November 5, 2025

Purpose:

Request Council approval to change the date of a regular City Council Meeting planned for Tuesday, November 4, 2025.

Background:

The regular City Council Meetings are held on the first and third Tuesday of each month at 7:00 p.m. A notice was received from the office of the Steele County Property Tax & Elections advising a Special Election will be held on November 4, 2025.

State Statute 204C.03, Sub 1 prohibits a taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors to hold a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town.

Budget Impact:

None

Staff Recommendation:

Staff recommend this City Council Meeting be changed from Tuesday, November 4, 2025 to Wednesday, November 5, 2025.

Attachments:

None



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Memorandum of Agreement - School Resource Officer - IDS #761

Purpose:

Request Council approval of the 2025-2026 School Resource Officer (SRO) Agreement with School District #761.

Background:

This is an annual agreement between the School District and the City.

This agreement covers the 2025-2026 school year, or September 2, 2025-June 4, 2026.

Budget Impact:

A 5% wage increase was added from the previous year's agreement. The City will receive \$94,216.78 annually for each SRO position.

Staff Recommendation:

Staff recommends approval of the agreement as presented.

Attachments:

1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the date that all parties have signed the Agreement (the "Effective Date") by and between Independent School District No. 761, Owatonna, MN 55060 ("District") and the City of Owatonna ("City"), Owatonna, MN 55060.

The City, through the Owatonna Police Department (hereafter called "OPD"), desires and is able to provide to the District, resources and services which aid and assist the District in the administration of the District's school programs. In like fashion, the District, through the administration of its school programs, is able to afford OPD opportunities for OPD to provide its services to the community. The Officers shall not have school disciplinary authority or be considered educational service providers and are limited to provide police functions which include law enforcement duties. The Officers shall not be assigned as support staff, hall monitors, substitute teachers, or cafeteria attendants.

The City and District each wish to establish a mutually beneficial arrangement to achieve their common objectives and reduce their common understanding to writing. It is, therefore, agreed by the City and District as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of two (2) law enforcement officers from September 2, 2025 through June 4, 2026. The law enforcement officers shall service primarily Owatonna High School and Owatonna Middle School and shall be shared with other District sites as needed. The City shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of the City for the time period stated.
2. The officers shall be scheduled and assigned by OPD exclusively to school related issues and activities including, without limitation, general school liaison officer duties, life skills training/instruction assistance and such other programs and activities as the District may from time-to-time prescribe.
3. OPD will have the authority to hire and assign such officers for duty as contemplated in this Agreement. OPD will seek and consider recommendations of the District in the selection and assignment of officers.

4. The District and the City acknowledge and agree that the City law enforcement officers are not employees of the District and that the City or its agents will have the authority to bind the District or otherwise incur liability on behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privilege of any kind or nature to the City law enforcement officers including without limitation, insurance benefits, pension benefits or the like.
5. The law enforcement officers are not entitled to access private or confidential data maintained by the District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the law enforcement officers learn private student state or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than District employees who have a legitimate need to know such information, unless otherwise authorized by the law.
6. The District's sole authorized representatives on matters relating to this Agreement are Mark Stotts, Director of Finance & Operations and Tamara Champa, Superintendent unless the City is notified in writing of an additional or substitute representatives. Said Representatives shall have final authority for acceptance of the City's services as satisfactory and shall certify acceptance on each invoice submitted by the City. The City shall not rely on the directives or interpretations of any other individual as representing the District under this Agreement.
7. The City acknowledges and agrees that it and the law enforcement officers that are assigned to perform services under this Agreement shall comply with District policies and any amendments to those policies that are made during the term of this Agreement.
8. The City shall remain responsible for and shall provide workers' compensation insurance for the officers assigned hereunder. The City shall also provide as may be required by law, unemployment compensation coverage for the officers assigned hereunder. The City shall also maintain liability insurance coverage in amounts reasonably satisfactory to the District and City for the officers assigned hereunder and the City shall indemnify, defend and hold harmless the District from any and all claims

for bodily injury, death and property damage arising out of or alleged to arise out of the conduct and performance of the officers assigned hereunder.

9. The City shall at all times hereunder be responsible for the payment of wages or salary payable to the officers so assigned and shall be responsible for such withholdings there from as may be required by law or otherwise directed by such officers. The City shall also be responsible to provide all benefits which might be available to the officers as employees of the City.

10. In consideration of the full and complete performance of the agreed services in paragraph one hereof, the District agrees to compensate the City amounts equal to the following:

The District shall pay to the City for the services contracted for hereunder, such amounts as may be required to offset the actual cost of salary and benefits for the officer positions assigned hereunder; however, not to exceed the amount of \$94,216.78 annually for each full-time officer position.

The City shall invoice the District for the services performed bi-annually, and the District shall pay such invoice within thirty (30) days following receipt. The City invoices shall show for the City employee by name and title and the time period included for the billing period.

11. This is intended to be the entire Agreement between the City and the District with respect to the services contracted for hereunder and this Agreement shall not be modified, amended or otherwise altered unless in writing signed by both parties.
12. Overtime. SROs provide services to the District outside of the regular school hours for special events. Special events include after-hours security and police presence at school sporting events, prom, dances, activity nights, graduation, school board meetings and at other times upon request. The City agrees to continue to provide SROs for such special events and to absorb the cost of such overtime up to a cap of \$2,000 per SRO per the contract year. Any hours exceeding the cap will be billed back to the District once annually at the end of the school year.

City of Owatonna
Owatonna Police Department

By: _____
Chief of Police, Jeff Mundale
City of Owatonna

Date: _____

By: _____
City Administrator, Kris M. Busse
City of Owatonna

Date: _____

Independent School District No. 761

By: 
Director of Finance & Operations
Owatonna Public Schools

Date: 7/10/25



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Geotechnical Services Agreement - 2026 Infrastructure Improvements - Braun Intertec

Purpose:

Requesting City Council approval of the Braun Intertec Geotechnical Exploration Services Agreement for the Proposed 2026 Infrastructure Projects.

Background:

A Request for Proposal (RFP) was sent to multiple testing firms on June 24, 2025 for geotechnical services related to the proposed 2026 Infrastructure project that includes the reconstruction of Cardinal Drive SE, along Rice St from Cedar Ave S and Grove Ave S, and near Partridge Ave NE. The proposed construction will include full roadway reconstructions and new utility lines for watermain, sanitary sewers, and stormwater sewers. Additionally, the construction may also include the addition of a new housing subdivision off Partridge Ave NE.

The purpose of the geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of new city streets and utilities.

See the attached agreement for the entire scope of services.

Budget Impact:

The cost of the geotechnical exploration is \$14,957 without prior authorization. Costs will be paid for using 2026 Capital Improvement Funds and Stormwater contributions.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Geotechnical Services Agreement - Braun Intertec

July 14, 2025

Proposal QTB218833

Shannon Heitmann
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Re: Proposal for a Geotechnical Evaluation
Owatonna 2026 Infrastructure Improvements
Cardinal Drive SE, Rice Street E, and Partridge Ave NE
Owatonna, Minnesota

Dear Ms. Heitmann:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for the Owatonna 2026 Infrastructure Improvements at the referenced sites.

Project Information

Per the Request for Proposal (RFP) email provided by the City of Owatonna and dated June 24, 2025, we understand the proposed project will include the construction of three city streets and utilities along Cardinal Drive SE, along Rice St from Cedar Ave S and Grove Ave S, and near Partridge Ave NE. The proposed construction will include full roadway reconstructions and new utility lines for watermain, sanitary sewers, and stormwater sewers. Additionally, we understand that this construction may also include the addition of a new housing subdivision off Partridge Ave NE.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of new city streets and utilities.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Site Access

Based on publicly available aerial photographs, it appears that the site is accessible to an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by Braun Intertec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. To link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible for notifying us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits

We will obtain a right-of-way permit with the City of Owatonna prior to beginning our fieldwork. We assume the city will waive permit fees, as we will be completing the work for the City of Owatonna.

Prior to commencing with field work, we assume others will obtain permits or written permission from property owners for proposed explorations located outside of the public right-of-way.

We assume the City permit will include a work hour restriction within public right-of-way of 9:00 AM to 3:00 PM during weekdays and our scope and fees account for this restriction.

Traffic Control

Our work will extend into the drive lanes along all of Cardinal Dr SE and along Rice St E between Cedar Ave S and Grove Ave S. Based on the reported traffic volumes, protection of our drilling crews requires warning signs and flaggers that will alert motorists to our work within the roadway. Per email conversation with yourself, we understand that the City of Owatonna will provide traffic control for us during our field work. If the City cannot provide traffic control, we have included fees for a subcontractor for traffic control in the Additional Services section of this proposal.



Penetration Test Borings

We propose to drill 12 standard penetration test (SPT) borings for the project. [Table 1](#) provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (ft)
Krueger Dr/Partridge Ave NE	SPT	2	15*
Rice St E	SPT	4	15*
Cardinal Dr SE	SPT	6	15*
Total		12	180

*We will terminate borings at 14.5 feet to eliminate costs related to sealing records.

The figures below show illustrations of our proposed boring locations.

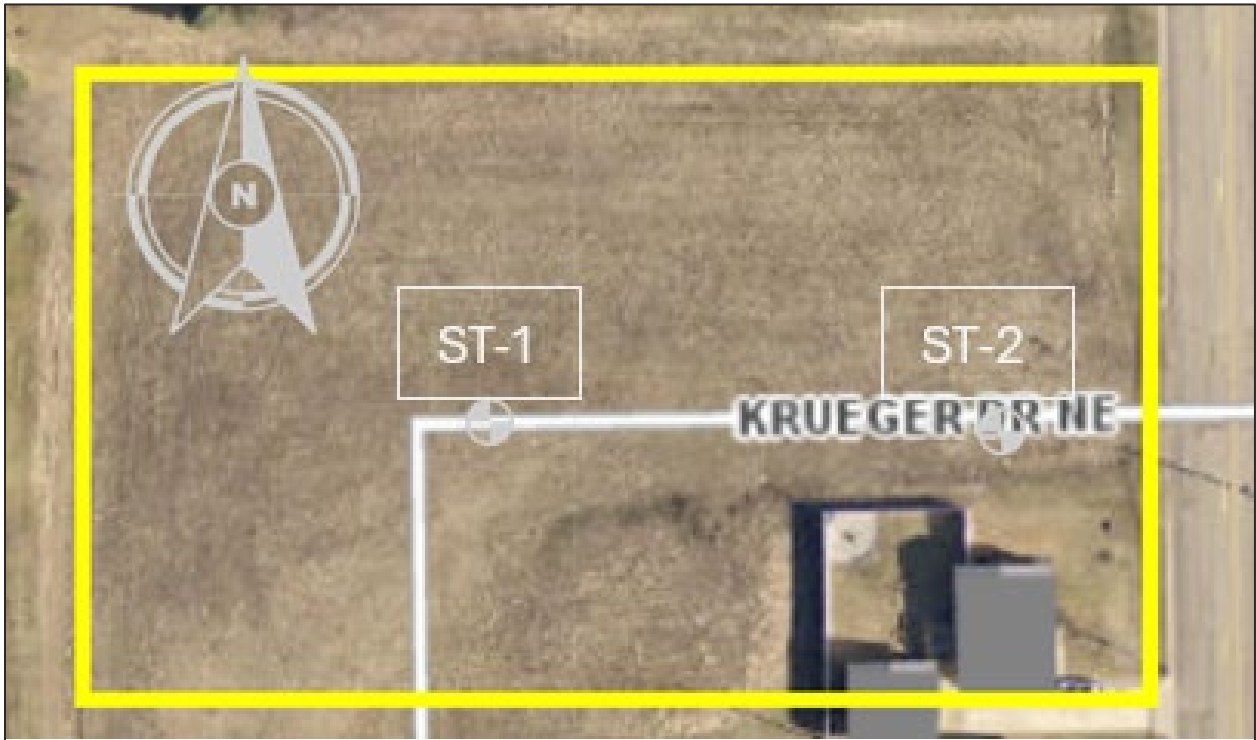


Figure 1. Proposed Boring Locations along Krueger Dr NE

Figure provided by City of Owatonna.



Figure 2. Proposed Boring Locations along Rice St E

Figure provided by City of Owatonna.



Figure 3. Proposed Boring Locations along Cardinal Dr SE

Figure provided by City of Owatonna.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, and consolidation settlement, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will leave all boreholes open until we complete our fieldwork and perform groundwater level rechecks prior to leaving the site.



MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes require that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.



- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of bituminous pavement design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 to 6 weeks following receipt of written authorization.
- Field exploration – 1 to 2 days on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Final report submittal – within about 2 to 3 weeks after completion of field explorations.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$14,957**, which includes up to 1 hour of post-deliverable consulting time. Additional requests for meetings, consulting, or modifications to the report will be billed at a rate of \$155 per hour. Please note that our drilling/field services were budgeted for occurring within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. [Table 2](#) provides a breakdown of the proposed fees.



Table 2. Proposed Fee Breakdown

Service	Fee
Phase 1 - Partridge Ave NE/Krueger Dr NE Borings	
Staking and Utility Clearance	\$ 735
Drilling	\$ 1,620
Laboratory Testing	\$ 282
Coordination, Engineering Analysis, and Report	\$ 1,290
Phase 1 Total	\$ 3,927
Phase 2 - Rice St E Borings	
Staking and Utility Clearance	\$ 735
Drilling	\$ 2,025
Laboratory Testing	\$ 564
Coordination, Engineering Analysis, and Report	\$ 1,400
Phase 2 Total	\$ 4,724
Phase 3 - Cardinal Dr SE Borings	
Staking and Utility Clearance	\$ 735
Drilling	\$ 2,835
Laboratory Testing	\$ 846
Coordination, Engineering Analysis, and Report	\$ 1,890
Phase 3 Total	\$ 6,306
Project Total	\$ 14,957

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for the work we perform during each invoice period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above scope of services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$405 per hour.

If the City of Owatonna cannot provide traffic control for our drill crew, we can provide traffic control using a subcontractor. The fee for the traffic control subcontractor will be **\$2,500** per day, and we estimate the drilling may require up to 2 days of traffic control. Therefore, this would add \$5,000 to our estimated lump sum cost and bring the final lump sum fee to **\$19,957**.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kyle Johnson at 507.923.3626 or kjohnson@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Alex Huddleston, EIT
Staff Engineer

Brandon K. Wright, PE
Senior Manager, Senior Engineer

Attachments:
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: HealthiestYou Service Agreement - Teladoc Health, Inc.

Purpose:

Council approval of the updated service agreement with HealthiestYou.

Background:

An agreement with HealthiestYou was approved by City Council on November 6, 2024 with a January 1, 2025 effective date. Due to unexpected legislative updates at the beginning of the calendar year, the implementation of this program needed to be delayed until August 1, 2025. HealthiestYou by Teladoc is a mobile virtual care app providing convenient access to high quality everyday health care services via phone or video. HealthiestYou provides a comprehensive suite of healthcare services including: general medical, expert medical services, mental health, back care, dermatology, and nutrition. It is an affordable way for the City to enhance convenient care options for employees enrolled in the City's medical insurance.

Budget Impact:

The budget impact for implementing HealthiestYou in 2025 will be reduced from \$13,800 to \$5,750.

Staff Recommendation:

Staff recommends approval of the updated HealthiestYou Service Agreement.

Attachments:

1. HealthiestYou Service Agreement - City of Owatonna - 8_1_2025 - signed

TELADOC HEALTH SERVICES AGREEMENT

This **Teladoc Health Services Agreement** ("Agreement") is entered into on **August 1, 2025** ("**Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") and **CITY OF OWATONNA** ("**Employer**"). Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services, (ii) a suite of expert medical information services, and (iii) a suite of online health coaching programs related to the management of chronic health conditions, as more fully described in the Exhibit(s) and/or Addendum(s) (collectively "**Exhibits**") incorporated in this Agreement (such services and programs, the "**Services**").

B. Employer desires to purchase the Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are referred to as "**Member(s)**".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("**Term**"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), Section 7 (*Indemnification; Limitations of Liability*), and Section 11 (*Miscellaneous*), as well as any other provision that contemplates performance or observance subsequent to the expiration or termination of this Agreement shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement and/or any Exhibit (a) for the other Party's material breach of the Agreement or an Exhibit, which breach has not been cured, or cannot reasonably be cured, within thirty (30) days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. In addition, Teladoc Health may terminate this Agreement and/or any Exhibit if (i) a change in law or regulation would, in the reasonable

opinion of Teladoc Health, make the Services to be provided unlawful or impracticable and (ii) the Parties are unable to agree on amendments to this Agreement and/or the affected Exhibit to mitigate the effects of such change in law or regulation within thirty (30) days of Teladoc Health's notice to Employer of its intent to terminate this Agreement and/or the applicable Exhibit. For the purposes of this Agreement, "**Insolvency**" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding. Termination of an Exhibit will not affect any other Exhibit then in effect but termination of this Agreement will result in immediate termination of all Exhibits then in effect.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health including those provided to Employer by Teladoc Health (including, without limitation, any software, systems, certain methods, devices, equipment and communication and/or Member engagement materials referred to in the attached Exhibit(s)) included as part of the Services, and all trade names, service marks, trademarks and logos that are owned by Teladoc Health, and such other trade names, trademarks and logos as may be used hereafter by Teladoc Health in connection with its business (the "**Teladoc Health Marks**") are the unique intellectual property of Teladoc Health (the "**Intellectual Property**"), and Employer agrees that it will not: (a) duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use the Intellectual Property in any manner other than pursuant to this Agreement; (b) distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services to any parties other than Members; (c) modify, change, reverse engineer, decompile or disassemble, the software underlying the Services or

otherwise attempt to discover any such software source code or underlying Confidential Information; (d) work around any technical limitations, security devices or other restrictions in the Services; or (e) remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether of Teladoc Health or its licensors) from the Services.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks in communications with its Employees regarding the Services during the Term. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services to Members, during the Term, solely as necessary to perform its obligations under this Agreement.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Confidential Information.

5.1 For purposes of this Agreement, "**Disclosing Party**" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "**Receiving Party**" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

- (a) For purposes of this Agreement, "**Confidential Information**" shall include information: (i) that is generally unavailable to the public; and (ii) that has actual or potential economic value to the Disclosing Party. Confidential Information shall include trade secrets, discoveries, developments, designs, improvements, inventions, concepts, formulas, software programs, processes, products, techniques, methods, know-how, research, technical data (whether or not any of the foregoing are patentable or registerable under copyright or similar

statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, forecasts, analyses, contracts, and all program, marketing, sales, or other financial data or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, together with and any summaries, modifications or enhancements of the same, and any content related to the Disclosing Party's products and services in any medium (images, audio, video, etc.), and any other information that a reasonable party would conclude is confidential or proprietary in nature, regardless of whether it is marked as such. Confidential Information shall also include, without limitation, employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103

- (b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.
- (c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires and the Receiving Party discloses only that portion of the Confidential Information that is legally required.
- (d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and, except as otherwise set forth in this Agreement, shall not (i) disclose such Confidential Information to third parties; or (ii) use such Confidential Information for any purpose other than the exercise of its rights or performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the

Receiving Party shall have the right to disclose Confidential Information to those of its employees, contractors, advisors and agents who have a need to know such Confidential Information to perform their duties, provided that any such individuals are bound to maintain such information in confidence consistent with the terms of this Section.

- (e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction to seek an injunction or other equitable remedy respecting such violation or continued violation, in addition to any other remedies available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.
- (f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party and will destroy all records, notes and other materials containing Confidential Information stored in electronic or other non-tangible media (and provide certification of such destruction on Disclosing Party's request); provided that Receiving Party shall not be required to destroy any Confidential Information that is stored on automatic computer back-up or archiving systems pursuant or that is otherwise impractical to destroy, it being agreed that any such Confidential Information remains subject to the terms of this Section 5 so long as it is retained by Receiving Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) Teladoc Health has not provided Employer with advice regarding the

legality of any of Employer's wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

- (a) Workers Compensation Insurance in an amount satisfying statutory requirements;
- (b) General Liability coverage of \$1 million per occurrence/\$2 million aggregate;
- (c) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of \$10 million per claim/annual aggregate; and
- (d) With respect to telehealth services, Teladoc Health will ensure that each physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction but in no event less than \$1 million per occurrence and \$2 million annual aggregate.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as explicitly set forth in this Agreement or any Exhibit, Teladoc Health EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising out of any third-party claim alleging (a) any error, omission, malfeasance or breach of this Agreement by such Party, or (b) infringement,

violation, or misappropriation of intellectual property rights of any third party.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) and actual damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however, that:*

- (a) Teladoc Health's total obligation for any claim arising from (i) a breach of the Protected Health Information; Confidential Information Section of the Agreement or (ii) from a claim for liability asserted by a third party relating to the performance of this Agreement shall in no event exceed \$5 million; and
- (b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party and/or any third party in such matter.

Client expressly waives any right to seek consequential, indirect, exemplary, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages were foreseeable.

7.3 Defense of Indemnification Claims. In claiming any right to indemnification under this Section, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall have sole control of the defense and all negotiations relative to the settlement of any such claim. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringe the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the

foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Services, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network (i.e., "the internet"), transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer and its representatives are expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account that such user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting individuals involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. Any other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's marketing, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Except as provided in Section 5.1(e) or to protect a Party's Intellectual Property rights, prior to the institution of any formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc Health and one representative from Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office or, if agreed by the Parties, may be conducted virtually by video conference. If the claim or controversy is not resolved by the

representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer with respect to any of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated herein by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. No waiver by either Party of a breach or default under this Agreement shall be effective unless in a writing signed by the Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach or default.

11.3 No Third-Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to this Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however*, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restore performance as soon as practicable. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notices. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall

be deemed given: (a) three (3) days after being mailed (with return receipt requested), (b) when emailed, or (c) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health, Inc.
Attn: Chief Legal Officer
10 Grand Central
155 E 44th Street, 17th Floor
New York, NY 10017

Email: legalnotices@teladochealth.com
With a Copy to: clientservices@teladoc.com

If to Employer:

CITY OF OWATONNA
ATTN: KRIS BUSSE
540 W HILLS CIRCLE
OWATONNA, MN 55060
EMAIL: KRIS.BUSSE@OWATONNA.GOV

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of New York, New York.

11.7 Assignment. Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any person or entity without the prior written consent of the other Party, except that a Party may assign its rights and obligations under this Agreement without the other Party's consent in the event of a corporate reorganization, consolidation with or merger into any person or a transfer of all or substantially all of its assets to any person. A party may also assign its rights and obligations under this Agreement to an entity it controls, is controlled by or is under common control with, provided that no such assignment shall relieve the transferring Party of its obligations under this Agreement without the consent of the other Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

11.8 Taxes. Employer shall be responsible for the payment of any taxes on amounts due to Teladoc Health, including, but not limited to, state and local sales, use, excise and value-added taxes. Any taxes due on Teladoc Health's income or gross receipts shall be the sole responsibility of Teladoc Health. Applicable taxes will be invoiced by Teladoc



Health to Employer unless Employer provides Teladoc Health with a valid applicable tax exemption certificate or a valid direct pay certificate from the appropriate State or States before an invoice is generated. Employer must promptly notify Teladoc Health if any such exemption certificate or direct pay certificate has been suspended, revoked or has expired.

If sales tax is not invoiced by Teladoc Health and a taxing jurisdiction subsequently imposes a sales tax on Teladoc Health as the remitting agent and Teladoc Health is compelled to pay such sales tax, Employer agrees to indemnify and/or reimburse Teladoc Health for any such payments.

If applicable law obligates Employer to withhold or deduct taxes from amounts payable to Teladoc Health, Employer shall provide Teladoc Health with Employer's tax registration number assigned by the relevant taxing authority and official

receipts or other documentary evidence of any such withholding, deduction or payment of tax.

11.9 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

11.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, any of which shall be considered an original) with the same effect as if the Parties had signed the same instrument. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		CITY OF OWATONNA	
		Kris M Busse	Ctiy Administrator
Print Name	Title	Print Name	Title
		<u>Kris M Busse</u> Kris M Busse (Jul 22, 2025 16:24 CDT)	07/22/2025
Signature	Date	Signature	Date

HEALTHIESTYOU VIRTUAL CARE SERVICES EXHIBIT

This **HealthiestYou Virtual Care Services Exhibit** (the “**Exhibit**”) is entered into on **August 1, 2025** (“**Effective Date**”), by and between **Teladoc Health, Inc.** (“**Teladoc Health**”) and **CITY OF OWATONNA** (“**Employer**”), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **August 1, 2025** (“**Agreement**”), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the “**Parties**” and each individually as a “**Party**”.

I. Introduction

- A. Teladoc Health provides a suite of telehealth services, as more fully described below (collectively, the “**HealthiestYou Virtual Care Services**”), and has entered into a contract with one or more professional associations that employ and/or contract with physicians and other licensed providers and practitioners (collectively, the “**Provider**”), and for which Teladoc Health provides various operational and administrative services to the Provider. The physicians and other licensed providers and practitioners who are employed by, or under a contractual arrangement with, the Provider form a network that is designed to facilitate medical visits provided by a physician and other licensed providers and practitioners who provide patient care via electronic exchange (“**Visit(s)**”) to individuals and groups desiring to purchase such Visits. In addition to General Medical Services outlined below, the suite of HealthiestYou Virtual Care Services consists of the following additional services:
1. Mental health services as more fully described below (the “**MH Care Services**”), whereby Teladoc Health has entered into a contract with one or more professional associations (collectively, the “**MH Care Provider**”) that employ and/or contract with various mental health practitioners, including psychiatrists, psychologists, clinical social workers, licensed professional counselors, mental health counselors, and marital and family therapists (each, a “**MH Care Practitioner**”), and for which Teladoc Health provides various operational and administrative services to the MH Care Provider. The MH Care Practitioners who are employed by, or under a contractual arrangement with, the MH Care Provider form a network that is designed to facilitate the provision of mental health visits via electronic exchange (“**MH Care Visit(s)**”).
 2. Dermatology services as more fully described below (the “**Dermatology Services**”), whereby Teladoc Health has entered into a contract with one or more professional associations (collectively, the “**Dermatology Provider**”) that employ and/or contract with various practitioners, including licensed dermatologists (each, a “**Dermatology Practitioner**”), and for which Teladoc Health provides various operational and administrative services to the Dermatology Provider. The Dermatology Practitioners who are employed by, or under a contractual arrangement with, the Dermatology Provider form a network that is designed to facilitate the provision of dermatology visits via electronic exchange (“**Dermatology Visit(s)**”).
 3. Self-directed back pain, neck pain, and other related musculoskeletal treatment services, as more fully described below (the “**MSK Services**”), whereby Teladoc Health has entered into a contract with a third party musculoskeletal telehealth company (“**MSK Program Vendor**”), that provides self-directed back pain, neck pain, and other related musculoskeletal treatment programs and access to live health coaching services via electronic exchange (each, an “**MSK Program Vendor-certified Coach**”). The MSK Program Vendor provides a network that is designed to facilitate the provision of back pain, neck pain, and other related musculoskeletal treatment programs via electronic exchange (“**MSK Visits**”), and Teladoc Health provides various operational and administrative services to the MSK Program Vendor with respect to the provision of MSK Visits.
 4. Nutritional coaching, as more fully described below (the “**NTRN Services**”), whereby Teladoc Health has entered into a contract with one or more professional associations (collectively, the “**NTRN Provider**”), that employ and/or contract with certified registered dietitians (each, a “**NTRN Program Coach**”), and for which Teladoc Health provides various operational and administrative services to the NTRN Provider. The NTRN Program Coaches who are employed by, or under a contractual arrangement with, the NTRN Provider form a network that is designed to facilitate the provision of nutritional coaching via electronic exchange to assess the clinical nutrition needs and concerns of a Member and provide a personalized nutrition plan (the “**NTRN Visits**”).
- B. The arrangement between Teladoc Health and the various Providers permits Teladoc Health to offer a program to its customers that consists of: (a) a network of providers who provide medical visits via electronic exchange; and (b) support for the operation and administration of that network, as further described herein.
- C. Employer desires to purchase the HealthiestYou Virtual Care Services for use by certain of its employees (“**Employees**”) and their eligible dependents (“**Eligible Dependents**”) as an additional benefit in connection with Employer’s employee benefits program. “**Eligible Dependent**” means a “**dependent**,” as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as “**Member(s)**”.

II. Term and Termination

- A. Teladoc Health will provide the HealthiestYou Virtual Care Services to Employer commencing on **August 1, 2025** (“**Start Date**”). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on the **first** anniversary of the Start Date (“**Initial Term**”), unless terminated earlier pursuant to **Section II(B)** below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended automatically on a year-to-year basis, unless either Party has given written notice to the other at least sixty (60) days prior to the scheduled expiration of the Exhibit of its election not to extend the

Exhibit. Any extensions of this Exhibit past the Initial Term are referred to as “**Renewal Term**”. The Initial Term and any Renewal Terms of this Exhibit are collectively referred to as the “**Term**.”

- B. In addition to the termination provisions outlined in **Section 2** of the Agreement, either Party may terminate this Exhibit for convenience on each anniversary of the Start Date by providing sixty (60) days’ advance written notice to the other Party.

III. **HealthiestYou Virtual Care Services**

- A. During the Term, Teladoc Health will provide the HealthiestYou Virtual Care Services described in this Exhibit, which consist of HealthiestYou Virtual Care Services to Members and HealthiestYou Virtual Care Services to Employer. As used in this Exhibit, the following terms shall have the following meanings:

“**Visit**” means a unit of the HealthiestYou Virtual Care Services for a Member (*for example, one General Medical Visit*).

“**General Medical Provider**” means a doctor or other provider or practitioner who is licensed to practice medicine and/or osteopathic medicine and is contracted with the Provider to provide General Medical Visits.

“**PEPM**” means “Per Employee Per Month,” which the Parties recognize as a common term in the health care industry. For purposes of this Exhibit, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the HealthiestYou Virtual Care Services each month.

- B. **HealthiestYou Virtual Care Services for Members.** Teladoc Health will provide the following HealthiestYou Virtual Care Services to Members:

1. **General Medical Services to Members.** The General Medical Services include access to the General Medical Providers, who are selected and engaged by the Provider to provide patient and Provider interaction, whereby the General Medical Provider may diagnose the patient’s ailment, recommends therapy, and if necessary and appropriate, writes a prescription. The General Medical Services are designed to provide General Medical Provider access in the states where the Members live and travel. Each General Medical Provider shall be licensed to practice medicine and/or osteopathic medicine, be technologically proficient, trained in General Medical Visits, and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such General Medical Provider practices.

- i. It is understood by the Parties that the General Medical Providers will operate subject to applicable state regulations. Teladoc Health does not guarantee that a Member will receive a prescription, and only the Members who have completed the necessary steps to create the legally mandated provider/patient relationship (as described herein) will receive General Medical Visits. Those steps include, but are not limited to: (i) completing a comprehensive electronic health record (“**EHR**”), either online or by telephone with a designated Teladoc Health representative (It being understood that, in the event the Member fails to complete the EHR, the Member will not have access to the General Medical Providers, and Teladoc Health will so advise the Member when he/she seeks to access the General Medical Services); (ii) agreeing to Teladoc Health’s Terms and Conditions confirming an understanding that a General Medical Provider is not obligated to accept the Member as a patient, and that the Member’s participation in the General Medical Services may be cancelled at any time without recourse by the Member for reasons including but not limited to: abusive language, behavior, or conduct that is unlawful or illegal when participating in the General Medical Services; and (iii) the Member also understands and acknowledges that the General Medical Services provide Members with access to General Medical Visits only; if at any time a General Medical Provider or other provider determines that the Member’s condition is a life-threatening emergency, he or she shall direct the Member to the nearest emergency facility.

- ii. The General Medical Services consist of the following:

a. **Included Services:**

- **General Medical Services:** Toll-free access to telephone or web-based video General Medical Visits provided by a General Medical Provider whereby the General Medical Providers diagnose common or routine conditions, recommend treatment or direct the Member to contact his/her primary care physician, and if necessary and where appropriate, write a prescription. General Medical Services access is available on-demand 24 hours, 365 days per year. Members also have the option to schedule General Medical Visits between the hours of 7AM to 9PM local time, seven days a week, subject to availability.

b. **Optional Services:**

- **Caregiving:** Allows Members to designate a third-party care recipient to receive a General Medical Visit. Applicable standard visit fees will apply. Employer may opt-out of Caregiving upon notice to Teladoc Health.

2. **MH Care Services for Members.** Teladoc Health will provide the following MH Care Services to Members:

i. **The MH Care Practitioners:**

- a. General: The MH Care Services include access to the MH Care Practitioners who provide MH Care Visits to Members by telephone or video conference in the MH Care Services’ service area. The MH Care Services offer

Members ongoing access to mental diagnostic services, talk therapy, and prescription medication management, when appropriate. The MH Care Practitioners are selected and engaged by the MH Care Provider to provide mental health clinical intake assessments, ongoing talk therapy, and medication management in accordance with mental health protocols and guidelines that are tailored to the telehealth industry.

- b. Types and Selection: The MH Care Services are designed to allow the Member to select the type of MH Care Practitioner that will provide the MH Care Visit. The following types of MH Care Practitioners are available under the MH Care Services:

- Psychiatrists (MD/DO);
- Psychologists (PhD);
- Counselors (Masters);
- Clinical Social Workers (Masters); and
- Therapists (Marriage and Family) (Masters).

- c. Requirements: Each MH Care Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each MH Care Practitioner shall also be board certified in his/her field of practice as applicable, technologically proficient, trained in providing mental health counseling services, and covered by medical malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the MH Practitioner practices.

ii. **The MH Care Visits:**

- a. Prerequisites: In order for a Member to receive a MH Care Visit, the Member must complete a comprehensive medical history and an assessment that is specific to the MH Care Services. This medical history may be completed online or via the mobile app. If the Member fails to provide their comprehensive medical history, the Member will not have access to the MH Care Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a MH Care Visit. In order for a Member to receive a MH Care Visit, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form confirming an understanding that the MH Care Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the MH Care Services may be cancelled at any time without recourse by the Member.
- b. Scheduling: Teladoc Health will provide the Member with information identifying each MH Care Practitioner's licensure, specialties, gender and language, and will provide sufficient biographical information on each MH Care Practitioner to allow the Member to select the MH Care Practitioner from whom the Member wishes to receive treatment. The Member may schedule MH Care Visits through Teladoc Health's website/mobile platform. When scheduling a subsequent MH Care Visit, the Member may choose to receive the MH Care Visit from a different MH Care Practitioner. Alternatively, a Member may choose the same MH Care Practitioner for any subsequent MH Care Visit. There are no limitations on the number of MH Care Visits a Member may receive.
- c. Individual Sessions: The Initial MH Care Visit is expected to be 45 minutes in length on average, followed by requested subsequent visits. For visits conducted with a therapist other than a psychiatrist, subsequent requested visits are expected to be 45 minutes in length on average. Visits conducted by a Psychiatrist (subsequent to an initial visit with a Psychiatrist) will be shorter in length, for the purpose of a medication check-in (if applicable). Prior to each MH Care Visit, the Member will be required to complete a brief intake assessment. A MH Care Practitioner may determine that the treatment of a Member's particular mental health issue would be managed more appropriately through in-person therapy. In such a case, the MH Care Practitioner will encourage the Member to make an appointment for an in-person visit. Employer acknowledges that the terms of the MH Care Services do not apply to any in-person visits between a Member and a MH Care Practitioner.
- d. Clarifications: Unlike General Medical Visits, the MH Care Visits:
1. are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a MH Care Visit with a MH Care Practitioner, and the MH Care Visit with a particular MH Care Practitioner must occur within a time period for which the MH Care Practitioner is scheduled to support the MH Care Services;
 2. are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations; and
 3. are currently not available to Members who are minors, except as provided herein.

- iii. **Prescription Drug Formulary**: The MH Care Services include a customized formulary of commonly-prescribed mental health medications (e.g., antidepressants, antianxiety, etc...). Medications may be prescribed only by MH Care Practitioners who are psychiatrists. Such MH Care Practitioners will generally issue a 30-day prescription, but may, in their discretion, issue a 90-day prescription. MH Care Practitioners will not prescribe DEA controlled substances or narcotics under the MH Care Services.

3. **Dermatology Services for Members**. Teladoc Health will provide the following Dermatology Services to Members:

i. **The Dermatology Practitioners:**

- a. General: The Dermatology Services include access to the Dermatology Practitioners who provide Dermatology Visits to Members through an online message center using store-and-forward technology in the Dermatology

Services' service area. The Dermatology Services offer Members access to upload photographs of their dermatological conditions to licensed dermatologists, who provide treatment and prescription medication, when appropriate. The Dermatology Practitioners are selected and engaged by the Dermatology Provider to provide dermatological assessments in accordance with standard dermatology protocols and guidelines that are tailored to the telehealth industry

- b. **Requirements:** Each Dermatology Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each Dermatologist shall also be technologically proficient, trained in providing dermatology counseling services, and covered by medical malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the Dermatology Practitioner practices.

ii. **The Dermatology Visits:**

- a. **Prerequisites:** In order for a Member to receive a Dermatology Visit, the Member must complete Teladoc Health's medical history disclosure form (if they have not previously completed it), as well as a comprehensive Dermatology Intake Form prior to a Dermatology Visit. The intake will consist of a Dermatology History section and an intake form for the condition for which the Member is seeking treatment describing the area of concern. This medical history may either be completed online or by telephone with a designated Dermatology Services representative. Additionally, the Member must upload at least three images of their condition prior to communicating with a Dermatology Practitioner. If the Member fails to complete the dermatology intake form or upload the required number of images, the Member will not have access to the Dermatology Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a Dermatology Visit. In order for a Member to receive a Dermatology Visit, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form and Teladoc Health's Terms and Conditions confirming an understanding that the Dermatology Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the Dermatology Services may be cancelled at any time without recourse by the Member. Members will be allowed to request more than one (1) Dermatology Visit at any given time.
- b. **Initial Dermatology Visit:** The Member will be able upload a minimum of three (3) images and a maximum of five (5) images for the Dermatology Practitioner to review. A Dermatology Practitioner will respond to the Member's image submission via the Teladoc Health Message Center within two (2) business days of such submission. The Dermatology Practitioner will either (a) determine that no additional information is required and provide a diagnosis and prescription, if appropriate; or (b) request additional information from the Member before making a diagnosis.
- c. **Member Follow-up:** The Member will have seven (7) days after diagnosis to respond to the Dermatology Practitioner with follow-up questions via the Teladoc Health Message Center. The Member will be able to respond only once and may upload up to five (5) additional images in the response. The Member will not be charged for a one-time follow-up Dermatology Visit question.
- d. **Subsequent Dermatology Visits:** For subsequent Dermatology Visits, the Member will have the option of selecting the same Dermatology Practitioner with whom they had a prior Dermatology Visit or a new Dermatology Practitioner licensed in their state.
- e. **Clarifications:** Unlike General Medical Visits, the Dermatology Visits:
 - 1. are not accessible 24 hours per day, 365 days per year. Rather, a Member must submit the required information for a Dermatology Visit and will receive a response from a Dermatology Practitioner within two (2) business days; and
 - 2. are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations.

4. **MSK Services for Members.** Teladoc Health will provide the following MSK Services to Members:

i. **The MSK Program Vendor-certified Coaches:**

- a. **General:** The MSK Services include access to MSK Program Vendor-certified Coaches who provide MSK Visits to Members via electronic exchange. The MSK Services offer Members an automated and interactive web-based body of content that is wellness-oriented and guides Members through a personalized program of care that includes functional and pain data collection through onboarding surveys, video tutorials instructing Members in healthy MSK exercises and education, automated process and participation tracking, Member notifications and encouragement via the app and email communications, three subsequent functional and pain data surveys, and end of program reporting. MSK Program Vendor-certified Coaches are selected and engaged by the MSK Program Vendor to provide back pain, neck pain, and other related musculoskeletal treatment assessments in accordance with standard protocols and guidelines that are tailored to the telehealth industry.
- b. **Requirements:** Each MSK Program Vendor-certified Coach is required to have (i) a Master's degree in exercise physiology, kinesiology or health education, (ii) 1+ years of clinical experience working with patients with MSK pain under the direct supervision of a physical therapist, (iii) certification from American Council on Exercise

(ACE), and (iv) MSK Program Vendor certification. The MSK Program Vendor-certified Coach may also have professional certification(s) in areas such as fitness, yoga, Pilates or personal training.

ii. **The MSK Visits:**

- a. Prerequisites: In order for a Member to receive MSK Visits, the Member is required to complete a set of 6 Risk and Safety Assessments to determine the Member's suitability for the MSK Services. If suitability is determined, the Member is required to review and agree to the MSK Services Terms and Conditions, and completes an assessment, before the initial MSK Visit is initiated. If the Member is determined to be "high risk" (as determined based on the Member's responses to the 6 Risk and Safety Assessments), an MSK Program Vendor-certified Coach will also contact the Member to investigate the possibility of a more serious condition than those addressed by the MSK Services.
- b. Scheduling: The Initial MSK Visit is initiated upon the Member's successful completion of a set of 6 Risk and Safety Assessments to determine the Member's suitability for the MSK Services. If suitability is determined, the Member then completes an assessment, after which the initial MSK Visit is initiated. Subsequent MSK Visits are available On-Demand during normal business hours (9:00 a.m. to 5:00 p.m. MT). Members receive confirmation emails showing the date and time of scheduled MSK Visits.
- c. Clarifications: Unlike the General Medical Visits, the MSK Visits:
 - are not accessible 24 hours per day, 365 days per year. Rather, MSK Visits may be scheduled during normal business hours (9:00 a.m. to 5:00 p.m. MT), with chat being available during non-business hours;
 - are not intended to be provided in emergency situations. Rather, the MSK Services will follow an internal emergency protocol that includes calling 911 in emergency situations;
 - are currently not available to Members who are minors (who are under the age of 18); and
 - a Member's full use of the MSK Services may consist of multiple individual MSK Visits over the course of 4 to 8 weeks, collectively referred to as that Member's "**MSK Case.**"

5. **NTRN Services for Members.** Teladoc Health will provide the following NTRN Services to Members:

i. **The NTRN Program Coaches:**

- a. General: The NTRN Services include access to NTRN Program Coaches who provide NTRN Visits to Members via electronic exchange. The NTRN Services offer Members access to the NTRN Program Coaches who assess and provide advice regarding the nutrition care of the Member. Each NTRN Visit provides a personalized nutrition guide to the Member, along with various nutritional guidance support tools. The NTRN Services utilize current science-based nutrition guidelines while also incorporating assessments in accordance with standard protocols and guidelines. The NTRN Services are currently also available to Members who are minors (who are under the age of 18) with adult supervision.
- b. Requirements: Each NTRN Program Coach is a registered dietitian, and is required to have:
 - earned a bachelor's degree;
 - received a verification statement from an Accreditation Council for Education in Nutrition and Dietetics ("ACEND")-accredited program verifying that program requirements have been met;
 - completed an ACEND-accredited supervised practice dietetic internship program;
 - passed the Commission on Dietetic Registration's dietetic registration exam;
 - gain licensure in their relevant State of practice, if applicable; and
 - maintain required continuing education.
 - The NTRN Program Coaches may have supplemental expert certifications in the areas of obesity and weight management, renal nutrition, pediatric nutrition, pediatric critical care nutrition, sports dietetics, gerontological nutrition, oncology nutrition, and/or be a Certified Diabetes Educator.

ii. **The NTRN Visits:**

- a. Prerequisites: In order for a Member to receive NTRN Visits, the Member is required to complete a medical history and nutrition questionnaire to provide clinical data to the NTRN Program Coach to review and assess prior to the NTRN Visit.
- b. Scheduling: Teladoc Health will provide the Member with information identifying each NTRN Program Coach's licensure, specialties, gender and language, and will provide sufficient biographical information on each NTRN Program Coach to allow the Member to select the NTRN Program Coach from whom the Member wishes to receive coaching. The Member may schedule NTRN Visits through Teladoc Health's website/mobile platform. The Initial NTRN Visit provides a complete personalized nutrition plan. Should the Member choose to initiate any

follow-up NTRN Visit(s), they will be scheduled accordingly. Members receive confirmation emails showing the date and time of scheduled NTRN Visits.

c. Clarifications: Unlike the General Medical Visits, the NTRN Visits:

- are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a NTRN Visit with a NTRN Program Coach, and the NTRN Visit with a particular NTRN Program Coach must occur within a time period for which the NTRN Program Coach is scheduled to support the NTRN Services; and
- are not intended to be provided in emergency situations. Rather, the NTRN Services will follow an internal emergency protocol that includes calling 911 in emergency situations.

6. Teladoc Health shall maintain up to date eligibility information as provided by Employer pursuant to this Exhibit and will confirm the Member's eligibility prior to the delivery of the HealthiestYou Virtual Care Services to the Member. Teladoc Health has the right to limit or restrict the HealthiestYou Virtual Care Services in any state or jurisdiction where the provision of such services is or would be contrary to applicable rule, law or regulation and shall provide Employer written notice of such limitation or restriction within thirty (30) days.
7. With respect to the delivery of the HealthiestYou Virtual Care Services and activities supporting the delivery of HealthiestYou Virtual Care Services, neither Teladoc Health nor the Provider is a business associate of Employer and is therefore providing such HealthiestYou Virtual Care Services as a covered entity. As such, Teladoc Health maintains compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") known as Health Information Technology for Economic and Clinical Health ("HITECH").

C. HealthiestYou Virtual Care Services for Employer. Teladoc Health will provide the following services to Employer.

1. Account Support. Teladoc Health will be available to Employer to assist with the following:

- Implementing the HealthiestYou Virtual Care Services
- Launching the Member Engagement Package(s) described below, and monitoring its performance
- Providing assistance to Employer in answering questions and resolving issues
- Reviewing and explaining reporting
- Providing initial training for Employer's designated employees (e.g., *HR personnel*) at the time of implementation. Notwithstanding the foregoing, Employer acknowledges and agrees that if Employer requests Teladoc Health to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., Teladoc Health will charge additional fees for attendance as mutually agreed by the Parties.

2. Reporting. Teladoc Health will provide Employer with the following reporting:

- **Monthly** standard utilization and savings reporting package*
- **Monthly** standard portfolio performance reporting package*
- If Employer requests that Teladoc Health prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary for such non-standard reporting program development.
*The information included in any such report to Employer will be de-identified (i.e., aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):

i. Member Engagement Package:

- a. Teladoc Health will provide a template description of the HealthiestYou Virtual Care Services for use by the Employer to communicate the HealthiestYou Virtual Care Services to Employees. Any changes or modifications to such template description, and any and all materials used by the Employer or its agents to describe the HealthiestYou Virtual Care Services (other than the template descriptions provided by Teladoc Health), must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes Teladoc Health to communicate directly with the Members for the purpose of: (i) promoting the HealthiestYou Virtual Care Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of Teladoc Health.
- b. Teladoc Health will partner with the Employer to educate its Employees on the HealthiestYou Virtual Care Services through the following:

- Teladoc Health will provide Employer with standard HealthiestYou marketing assets through the Teladoc Health Engagement Center, a self-service digital repository of marketing communication assets for Employer-led marketing to Employees.
- Teladoc Health may conduct additional email and direct mail outreach with marketing communication assets created by Teladoc Health without customization by Employer and delivered at Teladoc Health's recommended cadence.

Employer Responsibilities: Provide the Teladoc Health approved description of the HealthiestYou Virtual Care Services to Employees. Cooperate with Teladoc Health in implementing the HealthiestYou Virtual Care Services. Provide consistent contextual placement of content and messaging related to the HealthiestYou Virtual Care Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc...) Provide Teladoc Health with timely and accurate contact information for Employees, including: Name (first, last, middle initial), mailing address, and email address.

IV. Eligibility and Fees

- A. **Eligibility Files.** By the **1st** day of each month, Employer, or its third party administrator, shall deliver to Teladoc Health an accurate file identifying the number of Employees eligible to utilize the HealthiestYou Virtual Care Services in that month (the "**Eligibility File**") and their applicable contact information (including name, street address, and email address), in a format approved by Teladoc Health. If Employer, or its third party administrator, fails to deliver the Eligibility File by the **1st** day of the month, then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. Alternatively and as applicable, Employer may either provide Eligibility File information via Teladoc Health's Client Site portal, or via a Real Time Eligibility (RTE) process, as mutually agreed by the Parties. If Employer subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health may charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary to effect such modification.
- B. **Fees.**
 1. Employer agrees to pay Teladoc Health the following fees (collectively, the "**Fee**"):
 - i. **General Medical Services :**
 - a. a recurring PEPM Fee of US **\$6.50** for each Employee eligible to utilize the General Medical Services each month.
 - b. The PEPM Fee includes an assumption of up to **50%** annual utilization of the General Medical Services (the "**Utilization Target**"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by \$0.30 for each 5% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 5%. For example, where the Utilization Target for the current year is 50%, if actual annualized utilization in that year is 56%, the Utilization Target for the following year will be increased to 60% and the PEPM Fee for the following year will increase by \$0.60.
 - ii. **MH Care Services:**
 - a. There will be no additional PEPM Fees charged to the Employer for the MH Care Services, unless subsequently increased pursuant to the Utilization Target outlined below.
 - b. The MH Care Services include an assumption of up to **10%** annual utilization (the "**Utilization Target**"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by \$0.60 for each 5% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 5%. For example, where the Utilization Target for the current year is 50%, if actual annualized utilization in that year is 56%, the Utilization Target for the following year will be increased to 60% and the PEPM Fee for the following year will increase by \$1.20.
 - iii. **Dermatology Services; MSK Services; NTRN Services:**
 - a. There will be no additional PEPM Fees charged to the Employer for the Dermatology Services, the MSK Services, or the NTRN Services, regardless of annual utilization.
 2. The Fee is based on approximately **100** Employees in the Eligibility File each month ("**Estimated Employees**"). If the actual number of Employees in the Eligibility File as of the Start Date is less than ninety percent (90%) of the number of Estimated Employees, then Teladoc Health may increase the PEPM Fee by an additional \$2.00 PEPM.
 3. With 60 days' advance written notice to Employer, the PEPM Fees set forth above may be increased on each anniversary of the Start Date by five (5%) percent rounded to the nearest penny if the Teladoc Health book of business pricing is being increased as a result of overall book of business results, even if actual utilization does not exceed the Utilization Target.
- C. **Payment of Fees.**
 1. Teladoc Health will submit an invoice to Employer on the **4th** day of each month based on the Eligibility File delivered by Employer to Teladoc Health for that month ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month.

Notwithstanding the foregoing, should Employer determine an error was made in the Eligibility File, Employer may request a credit, not to exceed 5% of the monthly PEPF Fees paid by Employer to Teladoc Health for the corresponding month, as soon as practicable and in no event later than ninety (90) days after the end of the month to which the PEPF Fee pertains.

2. If applicable, Teladoc Health will submit an Invoice to Employer for Provider Visit Fees on the **1st** day of each month with respect to Visits that occurred within the prior thirty (30) day period, and Employer agrees to pay such Invoice by the last day of that month; *provided, however*, that if claims are sent via EDI 837 file transfer, Teladoc Health will submit an 837 transaction file for any Provider Visit Fee to the applicable healthcare payer.
3. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the HealthiestYou Virtual Care Services via email to the following email address: **emily.thamert@owatonna.gov**.
4. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the HealthiestYou Virtual Care Services until such amounts have been paid.

EXPERT MEDICAL SERVICES ADDENDUM

This **Expert Medical Services Addendum** (the “**Addendum**”) is entered into on **August 1, 2025** (“**Addendum Effective Date**”), by and between **Teladoc Health, Inc.** (“**Teladoc Health**”) and **CITY OF OWATONNA** (“**Employer**”), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **August 1, 2025**, which includes a HealthiestYou Virtual Care Services Exhibit (collectively, the “**Agreement**”), the terms and conditions of which are incorporated by reference into this Addendum. Teladoc Health and Employer shall be referred to herein as the “**Parties**” and each individually as a “**Party**”. The Agreement shall be amended to include the additional provisions set forth below, and any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

I. Introduction

- A.** Teladoc Health provides expert medical information services, as more fully described in **Section III(B)(2)** below (collectively, the “**Expert Medical Services**”), designed to improve the quality and decrease the cost of health care by connecting individuals and their treating physicians with specialists who can provide expert guidance and alternative treatment recommendations with respect to diagnoses and treatment plans.
- B.** Employer desires to purchase the Expert Medical Services for use by its employees (“**Employees**”) and their eligible dependents (“**Eligible Dependents**”) as an additional benefit in connection with Employer’s employee benefits program. “**Eligible Dependent**” means a “dependent,” as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as “**Member(s)**”.
- C.** In accepting the Expert Medical Services, Employer acknowledges and agrees to the following:
 - (i) The Expert Medical Services do not provide medical care or treatment.
 - (ii) Teladoc Health may be unable to provide the Expert Medical Services to a Member if Teladoc Health does not receive the records it deems necessary, such as medical records and related test reports, radiology, pathology, and/or physician notes (“**Required Medical Information**”), or if Teladoc Health does not have the Member authorizations and/or consents it deems necessary to obtain such data.
 - (iii) Teladoc Health may refuse to provide or may terminate the provision of the Expert Medical Services to a Member if the Member declines to execute any required consents and/or authorizations, or if Teladoc Health determines, in its reasonable discretion, that a Member’s use of any Expert Medical Services is or was for a purpose other than for the Member’s treatment by his/her treating physician (*e.g., for litigation purposes*).
 - (iv) Teladoc Health does not and will not have any authority to make benefit determinations, and any such decisions will be made by Employer in accordance with Employer’s benefits programs and/or plan documents. Use of the Expert Medical Services by the Members is not a condition of participation in or payment under Employer’s program(s) of insurance. The Expert Medical Services may not be used for utilization review purposes.
 - (v) Teladoc Health will have no power or authority on behalf of Employer to waive, alter, or modify by estoppel or otherwise, any of the terms or conditions of any benefit program provided by Employer. Teladoc Health will have no power or authority to bind Employer to any insurance or other risk.
 - (vi) Teladoc Health is not responsible for the administration, development, or legal review of any program Employer uses to incentivize Members to use the Expert Medical Services. Teladoc Health may, in its own discretion, refuse to participate in any such program.
 - (vii) Employer represents that any Member contact information provided to Teladoc Health by Employer (or by a third party on behalf of Employer) may be used by Teladoc Health to contact the Members for the purposes of performing the Expert Medical Services, and that Employer has obtained any necessary consents, if applicable, for Teladoc Health to contact Members using the Member contact information.

II. Term and Termination

- A.** Teladoc Health will provide the Expert Medical Services to Employer commencing on the Addendum Effective Date. This Addendum commences on the Addendum Effective Date and will continue in force until the expiration of the HealthiestYou Virtual Care Services Exhibit to the Agreement (“**Term**”).

III. Expert Medical Services

- A.** During the Term, Teladoc Health will provide the Expert Medical Services described in this Addendum, which consist of services to Members and services to Employer. As used in this Addendum, the following terms shall have the following meanings:

“**Expert Panel**” means Teladoc Health’s network of medical specialists, who were selected based on peer reviews, and clinical and academic accomplishment to provide recommendations and opinions.

“Physician” means a physician who works with Teladoc Health to perform certain Expert Medical Services, is licensed in the state where the Member is located and has gone through Teladoc Health’s specialized credentialing process. Physician also includes specialists who consult with and provide expertise and guidance relating to a member’s needs.

“Expert” means an Expert on the Expert Panel who has contracted with Teladoc Health to perform certain Expert Medical Services and has gone through Teladoc Health’s specialized verification process.

“Business Day” means the week days of Monday through Friday, except for the following Teladoc Health corporate holidays: New Year’s Day (*January 1 or, if on a weekend, the following Monday*), Martin Luther Kind Jr Day (*third Mondy in January*) Presidents Day (*third Monday in February*), Memorial Day (*last Monday in May*), Juneteenth (*June 19 or, if on a weekend, the following Monday*); Independence Day (*July 4 or, if on a weekend, the following Monday*), Labor Day (*first Monday in September*), Veterans Day (*November 11 or, if on a weekend, the following Monday*), Thanksgiving (*fourth Thursday and Friday in November*), and Christmas (*December 25 or, if on a weekend, the following Monday*).

“Business Hours” means 8am to 9pm Eastern Time.

“Care Team” means a team of healthcare professionals including physicians, non-physician nurses, advance practitioner providers, and administrative support resources who support the Member throughout their case.

“Case” means a unit of the Expert Medical Services where a member of the Care Team facilitates the services to be performed for the Member.

“Clinician” means physicians and other licensed providers and practitioners as a member of the Care Team supporting the member.

“PEPM” means “Per Employee Per Month,” which the Parties recognize as a common term in the health care industry. For purposes of this Addendum, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the Expert Medical Services each month.

B. Expert Medical Services for Members.

1. Expert Medical Services for Members is comprised of:
 - A toll free number
 - Live coverage during Business Days and during Business Hours, with messages taken off-hours
 - A Member Portal
 - A Member App for both iOS and Android phones
 - Confirming the Member’s eligibility by checking the most current Eligibility File, if provided. Employer will provide Teladoc Health with a contact person who is available, via telephone on Business Days between 9am and 5pm EST or via email, to verify the eligibility of any individual not listed in the Eligibility File.
 - A Clinician will provide Case oversight, navigational support and advice regarding the Member’s specific needs.
 - A Care Team supporting the assigned Clinician and available to the Member via email or phone during Business Hours
 - The Clinician will identify, based on the intake with Member, the type of Case that is appropriate for the Member. The Clinician will initiate, coordinate, and manage the Case, with support from the Teladoc Health Clinical Operations Team and other clinical resources as necessary, who will be in communication with the Member throughout the course of the Case.
2. Teladoc Health’s Expert Medical Services consist of the following services together or individually based on each Members’ needs:
 - i. Expert medical opinion including education, guidance and/or recommendations by highly rated Physicians in various specialties and subspecialties. An expert medical opinion may include:
 - a. Teladoc Health will collect the Member’s medical records from the Member if available or from treating facilities/other sources on behalf of the Member, prepare a summary of the records, and provide the Member with written suggestions to address their health issues.
 - b. a written summary of the Member’s applicable medical records and Required Medical Information with the goal of helping the Member to identify the right diagnosis and treatment plan
 - (i) In depth discussion with a verbal and documented response to a Member’s question(s) related to an established diagnosis
 - (ii) guidance and/or education for Members’ clinical questions related to a diagnosis or first opinion.
 - ii. Coverage for inpatient support is available 24x7x365. Teladoc Health will address the immediate and highly complex needs of the Member. Care Team recommendations and support for Members who are in an in-patient medical

setting experiencing a traumatic or catastrophic event such as traumatic brain injury, spinal cord injury, multi-organ failure, serious burns, or premature birth.

C. Expert Medical Services for Employer. Teladoc Health will provide the following services to Employer:

1. Account Support. Teladoc Health will be available to Employer to assist with the following:

- Implementing the Expert Medical Services
- Launching the Member Engagement Package(s) described below, and monitoring its performance
- Providing assistance to Employer in answering questions and resolving issues
- Reviewing and explaining reporting

Notwithstanding the foregoing, Employer acknowledges and agrees that if Employer requests Teladoc Health to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., Teladoc Health will charge additional fees for attendance as mutually agreed by the Parties.

2. Reporting. Teladoc Health will provide Employer with the following reporting:

- **Annual** standard utilization reporting package*
- **Monthly** standard portfolio performance reporting package*
- If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary for such non-standard reporting program development.

*The information included in any such report will be de-identified (*i.e.*, aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):

i. Member Engagement Package:

- a. Teladoc Health will provide a template description of the Expert Medical Services for use by the Employer to communicate the Expert Medical Services to Employees. Any changes or modifications to such template description, and any and all materials used by the Employer or its agents to describe the Expert Medical Services (other than the template descriptions, materials or marketing assets provided by Teladoc Health directly or through its Engagement Center without changes or modifications by Employer), must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes Teladoc Health to communicate directly with Employees for the purpose of (i) promoting the Expert Medical Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment and healthcare operations of Teladoc Health.
- b. Teladoc Health will perform the following multi-channel enrollment outreach through its Optimized Enrollment Plan which includes:
 - i. Utilization of the full suite of Teladoc Health enrollment marketing assets including, but not limited to, emails and direct mail as created by Teladoc Health without customization by Employer and delivered at Teladoc Health's recommended cadence. Teladoc Health will conduct A/B marketing material testing to optimize enrollment.
 - ii. Teladoc Health will provide Employer with standard Expert Medical Services marketing assets. Employer will have access to the Teladoc Health Engagement Center, a self-service digital repository of marketing communication assets for Employer-led marketing to Employees.
- c. Employer shall provide Employee email and mailing addresses to Teladoc Health to the fullest extent possible;
- d. Outreach to non-enrolled Employees by both parties will cease upon termination of the Agreement

***Employer Responsibilities:** Provide the Teladoc Health approved description of the Expert Medical Services to Employees. Cooperate with Teladoc Health in implementing the Expert Medical Services. Provide consistent contextual placement of content and messaging related to the Expert Medical Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc...) Provide Teladoc Health with timely and accurate contact information for Employees, including: Name (first, last, middle initial), mailing address, and email address.*

IV. Eligibility and Fees

A. Eligibility Files. By the **1st** day of each month, Employer, or its third-party administrator, shall deliver to Teladoc Health an accurate file identifying the number of Employees eligible to utilize the Teladoc Services in that month (the "**Eligibility File**") and their

applicable contact information, in a format approved by Teladoc Health. If Employer, or its third party administrator, fails to deliver the Eligibility File by the **1st** day of the month, then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. Alternatively and as applicable, Employer may either provide Eligibility File information via Teladoc Health's Client Site portal, or via a Real Time Eligibility (RTE) process, as mutually agreed by the Parties. If Employer subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health may charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary to effect such modification.

B. Fees.

1. Employer agrees to pay Teladoc Health a recurring PEPM Fee of US **\$5.00** (the "**Fee**") for each Employee eligible to utilize the Expert Medical Services each month.
2. The Fee is based on approximately **100** Employees in the Eligibility File each month. The Fee may be increased or decreased by Teladoc Health if the actual number of Employees in the Eligibility File decreases or increases by more than twenty percent (20%) of this number for a period of three (3) consecutive months. Should Employer determine an error was made in the Eligibility File, Employer may request a credit, not to exceed 5% of the monthly PEPM Fees paid by Employer to Teladoc Health, for the corresponding month as soon as practicable and in no event later than ninety (90) days after the end of the month to which the credit pertains.
3. During the Term and for a period of up to twelve (12) months after the expiration or termination of this Addendum, Teladoc Health may audit Employer's records upon request as may be reasonably necessary to verify the number of Employees reported in the Eligibility File. If any such audit identifies an inaccuracy in such Files, the Parties will adjust the Fees owed by Employer as necessary to correct for such inaccuracy.

C. Payment of Fees.

1. Teladoc Health will submit an invoice to Employer on the **4th** day of each month based on the Eligibility File delivered by Employer to Teladoc Health for that month ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month.
2. If applicable, Teladoc Health will submit an Invoice to Employer for Case rate Fees on the **1st** day of each month with respect to applicable Cases that were completed within the previous calendar month, and Employer agrees to pay such Invoice by the last day of that month.
3. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the Expert Medical Services via email to the following email address: **emily.thamert@owatonna.gov**.
4. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the Expert Medical Services until such amounts have been paid.

V. Other Terms & Conditions

The terms and conditions set forth in the Agreement shall apply to the Expert Medical Services in the same manner that such sections apply to the HealthiestYou Virtual Care Services.

MENTAL HEALTH COMPLETE SERVICES ADDENDUM

This **Mental Health Complete Services Addendum** (“**Addendum**”) is entered into on **August 1, 2025** (“**Addendum Effective Date**”), by and between **Teladoc Health, Inc.** (“**Teladoc Health**”) and **CITY OF OWATONNA** (“**Employer**”), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **August 1, 2025** (“**Agreement**”) which includes a HealthiestYou Virtual Care Services Exhibit (collectively, the “**Agreement**”), the terms and conditions of which are incorporated by reference into this Addendum. Teladoc Health and Employer shall be referred to herein as the “**Parties**” and each individually as a “**Party**”.

I. Introduction

- A. Teladoc Health provides access to a suite of online health coaching programs, which includes the management of behavioral health, as more fully described below (the “**Mental Health Complete Services**”), and employs various coaches (each, a “**Chronic Condition Management Program Coach**”). The Mental Health Complete Services consist of the Included Products and Included Services as defined below. In providing the Mental Health Complete Services, Teladoc Health does not provide medical treatment, and the Mental Health Complete Services do not create or otherwise give rise to a physician-patient relationship.
- B. Employer desires to purchase the Mental Health Complete Services for use by certain of its employees (“**Employees**”) and their eligible dependents (“**Eligible Dependents**”) as an additional benefit in connection with Employer’s employee benefits program. “**Eligible Dependent**” means a “dependent,” as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as “**Member(s)**.” A Member may enroll in the Mental Health Complete Services as described below, and upon enrollment the Member shall thereafter be defined as a “**Participant**.”

II. Term and Termination

- A. Teladoc Health will provide the Mental Health Complete Services to Employer commencing on the Addendum Effective Date. This Addendum commences on the Addendum Effective Date and will continue in force until the expiration of the HealthiestYou Virtual Care Services Exhibit to the Agreement (“**Term**”).

III. Mental Health Complete Services

- A. During the Term, Teladoc Health will provide the Mental Health *Complete* Services described in this Addendum.
- B. **Mental Health Complete Services for Participants.** Mental Health Complete Services is a virtual mental health product featuring a comprehensive personalized solution that addresses the full spectrum of mental health acuties. The innovative, evidence-based approaches incorporated into each level of care create an effective and scalable solution. Mental Health Complete Services include access to the web-based and mobile applications. Participants may follow guided pathways suggested in their personal plan or choose their own path of care. A wide range of evidence-based resources is available, from digital programs like short-form coping tools and condition-specific programs, to virtual care and licensed virtual care.
 - 1. Mental Health Complete - Included Services:
 - i. Access to the Teladoc Health mobile application and the Teladoc Health online platform. The platform will provide Participants aged 18 and above with access to a broad set of digital programs, and resources, as well as access to several human-led care options.
 - ii. Through the onboarding and reassessment process, Participants will access the following:
 - a. Digital assessment: a broad, clinically-based assessment incorporates validated clinical questionnaires supplemented with contextual personal information.
 - b. Personal plan: the personalized plan defines the mix of care for the Participant based on the digital assessments.
 - c. Ongoing measurement-based care: digital content is continually refined based on as the Participant uses the app.
 - iii. A wide range of digital programs and resources include the following:
 - a. In the moment tools: recommended to Participants based on their needs
 - b. Recommended digital content: a personalized mix of articles, videos, exercises - relevant to the plan’s focus areas.
 - c. Structured digital courses: courses which utilize proven, evidence-based techniques to lead Participants through a defined curriculum. They cover the most common focus areas including depression and anxiety.
 - iv. Remote care, inclusive of the following:
 - a. 1:1 dedicated coach: asynchronous, chat-based guidance provides ongoing support and encouragement to optimize engagement
 - b. Crisis Outreach: Proactive outreach from trained crisis managers for Participants who endorse high levels of distress

- c. Live coaching session: A unique blend of live human guided coaching, supplemented with digital programming, with certified Chronic Condition Management coaches
- d. Virtual Care Services - Mental Health Care. Mental Health Complete Services have an additional component as well, connecting Participants to Teladoc Health's Mental Health Care Services.
 - Teladoc Health's provision of Mental Health Care Services will be governed by the terms of the HealthiestYou Virtual Care Services Exhibit entered into by the Parties.

C. Mental Health Complete Services for Employer. Teladoc Health will provide the following Mental Health Complete Services to Employer:

1. Account Support. Availability to Employer to assist with the following:
 - i. Implementing the Mental Health Complete Services;
 - ii. Launching the Member Engagement Package(s) described below, and monitoring its performance;
 - iii. Providing assistance to Employer in answering questions and resolving issues; and
 - iv. Reviewing and explaining reporting.
2. Reporting*. Providing Employer with the following reporting, in a HIPAA-compliant format:
 - i. Monthly standard scorecard reporting package related to: Participant Enrollment, Clinical Outcomes, Portfolio Performance and Engagement.
 - ii. If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary for such non-standard reporting program development.

*The information included in any such report will be de-identified (i.e., aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):
 - i. **Member Engagement Package:**
 - a. Teladoc Health will provide a template description of the Mental Health Complete Services for use by Employer to communicate the Mental Health Complete Services to Employees. Any changes or modifications to such template description, and any and all materials used by Employer or its agents to describe the Mental Health Complete Services (other than the template descriptions, materials or marketing assets provided by Teladoc Health directly or through its Engagement Center without changes or modifications by Employer/Health Plan), must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, Employer hereby authorizes Teladoc Health to communicate directly with the Employees for the purpose of: (i) promoting the Mental Health Complete Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of Teladoc Health.
 - b. Teladoc Health will perform the following multi-channel enrollment outreach through its Optimized Enrollment Plan which includes:
 - i. Utilization of the full suite of Teladoc Health enrollment marketing assets including, but not limited to, emails and direct mail as created by Teladoc Health and delivered at Teladoc Health's recommended cadence. Teladoc Health will conduct A/B marketing material testing to optimize enrollment.
 - ii. Enablement of incentives to be sent from Teladoc Health to Members
 - iii. Teladoc Health will provide Employer with standard Mental Health Complete Services marketing assets. Employer will have access to the Teladoc Health Engagement Center, a self-service digital repository of marketing communication assets for Employer-led marketing to Employees.
 - c. Employer shall provide Employee email, phone numbers, and mailing addresses to Teladoc Health to the fullest extent possible;
 - d. Outreach to non-enrolled Employees by both parties will cease upon termination of the Agreement
4. Employer Responsibilities. Employer shall be responsible for and/or provide the following:
 - i. **Monthly Eligibility Information:** Within twenty (20) calendar days following the Addendum Effective Date and on a monthly basis thereafter, Employer, or its third-party administrator, shall deliver to Teladoc Health a complete list ("Member Eligibility File") of all eligible Employees in a format approved by Teladoc Health ("Member Information"). Employer understands it is the Employer's responsibility to secure Teladoc Health access to use such Member Information as set forth herein. Employer represents and warrants that it is authorized by Members to provide Member Information to Teladoc Health, and allow Teladoc Health to use the Member Information as follows: (i) pre-populate the Mental Health Complete Services enrollment system; (ii) assist Employer in marketing the Mental Health Complete Services to Members; and (iii) report to Employer to the extent set forth in this Addendum.

- ii. In relation to Communications & Member Engagement, Employer shall provide the approved description of the Mental Health Complete Services to Employees; cooperate with Teladoc Health in implementing the Mental Health Complete Services; provide consistent contextual placement of content and messaging related to the Mental Health Complete Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc...). Provide Teladoc Health with timely and accurate contact information for Employees including: name(first, last, middle initial, mailing address, email address and phone number.
- iii. If Employer subsequently requests a modification to their method of delivering the Member Eligibility File or Member Enrollment File, Teladoc Health may charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary to effect such modification.

IV. Mental Health Complete Services Fees

- A. **"PEPM"** means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Addendum, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee eligible to enroll in the Mental Health Complete Services each month.
- B. **Fees.** Employer agrees to pay Teladoc Health the following fees in connection with the Mental Health Complete Services.
 - 1. **Mental Health Complete Services Fees.** Employer agrees to pay Teladoc Health the following fees in connection with the Mental Health Complete Services:
 - i. There will be no additional PEPM Fees charged to the Employer for the Mental Health Complete Services.
 - ii. When accessing MH Care Visits related to the Mental Health Care Services, Participants will be subject to the applicable MH Care Visit Fees or Utilization Target, as set forth in the HealthiestYou Virtual Care Services Exhibit entered into by the Parties.
 - 2. The fee(s) for Mental Health Complete Services are based on approximately **100** Employees in the Eligibility File each month.

V. Other Terms & Conditions

The terms and conditions set forth in the Agreement shall apply to the Mental Health Complete Services in the same manner that such sections apply to the HealthiestYou Virtual Care Services.

HealthiestYou Service Agreement - City of Owatonna - 8/1/2025

Final Audit Report

2025-07-22

Created:	2025-07-15
By:	Kristen Halaas (kristen.halaas@teladochealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6t6KWFNoX_KJibJHZPfucGW8cyz2R_u6q

"HealthiestYou Service Agreement - City of Owatonna - 8/1/2025" History

-  Document created by Kristen Halaas (kristen.halaas@teladochealth.com)
2025-07-15 - 11:42:07 PM GMT
-  Document emailed to kris.busse@owatonna.gov for signature
2025-07-15 - 11:43:25 PM GMT
-  Document shared with ABLASER@NISBENEFITS.COM by Kristen Halaas (kristen.halaas@teladochealth.com)
2025-07-22 - 5:07:11 PM GMT
-  Email viewed by kris.busse@owatonna.gov
2025-07-22 - 9:22:27 PM GMT
-  Signer kris.busse@owatonna.gov entered name at signing as Kris M Busse
2025-07-22 - 9:24:40 PM GMT
-  Document e-signed by Kris M Busse (kris.busse@owatonna.gov)
Signature Date: 2025-07-22 - 9:24:42 PM GMT - Time Source: server
-  Agreement completed.
2025-07-22 - 9:24:42 PM GMT



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: Subscription Update - NeoGov

Purpose:

Council approval of the updated NeoGov subscription.

Background:

The City entered into an agreement with NeoGov in May 2013. NeoGov is a web-based HR software solution designed specifically to meet public sector needs. NeoGov is currently utilized for full circle recruitment in all City departments. This updated subscription will integrate single sign-on security and pre-employment background screening into the current platform. These updates will enhance the security and comprehensiveness of the pre-employment processes.

Budget Impact:

The budget impact of this update will be \$4,394.17 in 2025.

Staff Recommendation:

Staff recommends approval of the updated NeoGov subscription.

Attachments:

1. NeoGov - updated agreement 2025

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-631185	Order #:	Q-394089
Customer:	Owatonna, City of (MN)	Valid Until:	7/31/2025
Effective Employee Count:	153		
Sales Rep:	Zachary Davis		

Customer Contact		Shipping Contact	
Billing Contact:	Owatonna, City of (MN) Emily Thamert	Shipping Contact :	Owatonna, City of (MN) Emily Thamert
Billing Address:	540 West Hills Circle Owatonna, MN 55060	Shipping Address:	540 West Hills Circle Owatonna, MN 55060
Billing Contact Email:	emily.thamert@ci.owatonna.mn.us	Shipping Contact Email:	emily.thamert@ci.owatonna.mn.us
Billing Phone:	507-774-7346	Shipping Phone:	507-774-7346

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Prorated Term + 50% Off Subscription

Item	Type	Start Date	End Date	License Type	Total (USD)
Background Check Integration Subscription - Verified First	Recurring	8/1/2025	12/31/2025	Quantity Based	\$328.13
Background Check Integration Setup	Services			User Count Based	\$3,000.00
Single Sign On Subscription	Recurring	8/1/2025	12/31/2025	Employee Based	\$278.54
Single Sign On Setup	Services			Employee Based	\$787.50
Prorated Term + 50% Off Subscription TOTAL:					\$4,394.17

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Background Check Integration Subscription - Verified First	Recurring	1/1/2026	12/31/2026	Quantity Based	\$1,575.00
Single Sign On Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$1,403.85
Year 2 TOTAL:					\$2,978.85

Total: \$7,373.02	
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This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

"Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term."

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Owatonna, City of (MN)

Signature: Kris M Busse

Printed Name: Kris M Busse

Title: City Administrator

Date July 22, 2025

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



CITY OF
OWATONNA

Finance Report

RECAP:

\$	23,520.59	Crane Creek Asphalt - asphalt
	30,352.44	Hawkins - chemicals
	35,376.74	L & L Street Rods & Sport Truck-police fleet setup units: 2578, 2571 and 2559
	109,197.70	Nero Engineering - WWTF upgrade & expansion project - June 2025
	970,412.09	Rice Lake Construction Group - WWTP Expansion - pay est #37
	153,564.90	Southeast Service Cooperative - July 2025 health ins premiums
	21,935.00	Summit Infrastructure LLC - Manhole Rehab (Tri-layer)
	<u>393,784.04</u>	OTHER EXPENDITURES
\$	1,738,143.50	<i>SUBTOTAL</i>

	<u>125,186.00</u>	HRA HOUSING ASSISTANCE PAYMENTS
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\$	<u><u>1,863,329.50</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL
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NOTE: Checks over \$20,000 are detailed out individually

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
383745	07/20/25	CLOVER CONNECT	2,748.69	R	Wire Transfer
383746	07/20/25	GLOBAL PAYMENTS INTEGRATED	12,964.40	R	Wire Transfer
383747	07/20/25	MN DEPT OF LABOR AND INDUSTRY	2,687.23	R	Wire Transfer
383748	07/20/25	MN DEPT OF REVENUE	14,500.84	R	Wire Transfer
383749	07/20/25	SOUTHEAST SERVICE COOPERATIVE	153,564.90	R	Wire Transfer
383750	07/20/25	US BANK	19,006.34	R	Wire Transfer
383751	07/20/25	WEX BANK	1,128.61	R	Wire Transfer
383752	07/20/25	WEX HEALTH INC	354.75	R	Wire Transfer
383753	07/29/25	A H HERMEL CANDY & TOBACCO CO	10,068.41	R	ACH
383754	07/29/25	AARON GUZMAN PHOTOGRAPH LLC	2,000.00	0	Regular
383755	07/29/25	ACUSHNET COMPANY	2,064.34	0	Regular
383756	07/29/25	ADVANCED ENGINEERING & ENVIRON	8,167.00	0	Regular
383757	07/29/25	AFLA LAVAL INC	8,648.95	0	Regular
383758	07/29/25	AFLAC	2,538.52	R	ACH
383759	07/29/25	ALEXANDER LUMBER COMPANY	139.54	0	Regular
383760	07/29/25	ALLDATA	1,500.00	0	Regular
383761	07/29/25	AMERICAN ENGINEERING TESTING	3,818.75	R	ACH
383762	07/29/25	AMERICAN RED CROSS	470.00	0	Regular
383763	07/29/25	ANDREA MCMARTIN	50.00	0	Regular
383764	07/29/25	ANHORN'S GAS & TIRE	197.66	0	Regular
383765	07/29/25	APG MEDIA OF SO MINNESOTA LLC	96.25	0	Regular
383766	07/29/25	APPLE INC	.00	0	Regular
383767	07/29/25	APPLIED CONCEPTS INC	1,275.00	0	Regular
383768	07/29/25	ASBESTROL INC	692.64	R	ACH
383769	07/29/25	ASPEN MILLS INCORPORATED	570.05	0	Regular
383770	07/29/25	BAKER & TAYLOR BOOKS	1,054.90	R	ACH
383771	07/29/25	BAKER TILLY US LLP	1,298.00	R	ACH
383772	07/29/25	CDW GOVERNMENT INC	36.39	0	Regular
383773	07/29/25	CEDAR VALLEY SERVICES INC	2,458.35	R	ACH
383774	07/29/25	CEMSTONE CONCRETE MATERIAL LLC	3,536.90	0	Regular
383775	07/29/25	CENTRAL FARM SERVICE	16,561.45	0	Regular
383776	07/29/25	CHARLOTTE DOWNHAM	50.00	0	Regular
383777	07/29/25	CHRISTINE M TRYHUS	500.00	R	ACH
383778	07/29/25	CINDY GREELEY	50.00	0	Regular
383779	07/29/25	CITY OF ALBERT LEA	7,383.31	0	Regular
383780	07/29/25	COAST TO COAST CALIBRATION INC	200.00	R	ACH
383781	07/29/25	CORE & MAIN	145.43	0	Regular
383782	07/29/25	COURT SPORTS AND MORE	30.00	R	ACH
383783	07/29/25	CRANE CREEK ASPHALT	23,520.59	R	ACH
383784	07/29/25	CUMMINS INC	4,773.02	R	ACH
383785	07/29/25	CURT'S TRUCK & DIESEL SERVICE	157.47	R	ACH
383786	07/29/25	CUSTOM COMMUNICATIONS INC	195.00	0	Regular
383787	07/29/25	DELL MARKETING LP	5,186.55	R	ACH
383788	07/29/25	DENISE STEWART	336.37	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383789	07/29/25	DLL FINANCE LLC	952.28	0	Regular
383790	07/29/25	DOUGLAS BRASE	50.00	0	Regular
383791	07/29/25	DRESSER TRAP ROCK INC	2,270.92	0	Regular
383792	07/29/25	ECHOSAT INC	46.66	0	Regular
383793	07/29/25	EHLERS & ASSOCIATES INC	5,162.50	0	Regular
383794	07/29/25	ENTENMANN-ROVIN CO	58.05	R	ACH
383795	07/29/25	ENVIRONMENTAL EQUIP & SERV INC	732.51	0	Regular
383796	07/29/25	EYE MED VISION CARE	547.75	0	Regular
383797	07/29/25	FASTENAL COMPANY	1,897.33	R	ACH
383798	07/29/25	FIRST SUPPLY OWATONNA	341.80	R	ACH
383799	07/29/25	FLAHERTY & HOOD PA	14,860.00	R	ACH
383800	07/29/25	FOUR SEASONS ELECTRIC	637.70	R	ACH
383801	07/29/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
383802	07/29/25	GENUINE PARTS COMPANY - NAPA	1,186.67	R	ACH
383803	07/29/25	HAWKINS INC	30,352.44	R	ACH
383804	07/29/25	HDS LLC	240.00	R	ACH
383805	07/29/25	HEIMAN INC	204.60	R	ACH
383806	07/29/25	HERITAGE CRYSTAL CLEAN LLC	858.17	0	Regular
383807	07/29/25	HILLYARD INC	5,259.51	0	Regular
383808	07/29/25	HORIZON COMMERCIAL POOL SUPPLY	9,566.70	R	ACH
383809	07/29/25	HUBER SUPPLY CO INC	792.11	0	Regular
383810	07/29/25	HUBER SUPPLY CO INC	19.50	0	Regular
383811	07/29/25	HUNT ELECTRIC CORPORATION	966.00	0	Regular
383812	07/29/25	I U O E LOCAL 70	2,807.50	0	Regular
383813	07/29/25	IFACS	647.46	R	ACH
383814	07/29/25	INGRAM LIBRARY SERVICES LLC	462.31	0	Regular
383815	07/29/25	INNOVATIVE OFFICE SOLUTIONS	1,119.25	0	Regular
383816	07/29/25	INSTY PRINTS	109.16	R	ACH
383817	07/29/25	INTEGRATED PROCESS SOLUTIONS I	2,500.00	R	ACH
383818	07/29/25	INTERNAL REVENUE SERVICE	860.56	0	Regular
383819	07/29/25	INTERSTATE SERVICES INC	200.00	R	ACH
383820	07/29/25	JARDINE LOGAN & O'BRIEN	2,105.00	0	Regular
383821	07/29/25	JOHN DEERE FINANCIAL	1,765.33	0	Regular
383822	07/29/25	JON OLESON	50.00	0	Regular
383823	07/29/25	KATIE THURNAU PETERSON	50.00	0	Regular
383824	07/29/25	KELLY ENRIQUEZ	50.00	0	Regular
383825	07/29/25	L & L STREET RODS & SPORT TRUC	35,376.74	R	ACH
383826	07/29/25	LAJEAN YANNARELLI	50.00	0	Regular
383827	07/29/25	LAWSON AUTOMOTIVE LLC	1,626.44	R	ACH
383828	07/29/25	LAWSON PRODUCTS	679.16	0	Regular
383829	07/29/25	LEAGUE OF MN CITIES	4,135.00	0	Regular
383830	07/29/25	LEAGUE OF MN CITIES INS TRUST	5,218.36	0	Regular
383831	07/29/25	LEGACY SIGNS INC	35.00	R	ACH
383832	07/29/25	LEGENCE SUBSIDIARY HOLDINGS LL	10,411.54	R	ACH
383833	07/29/25	LEICA GEOSYSTEMS INC	120.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383834	07/29/25	LITTLE FALLS MACHINE INC	1,769.98	R	ACH
383835	07/29/25	LOCATORS & SUPPLIES INC	1,164.19	R	ACH
383836	07/29/25	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
383837	07/29/25	MACQUEEN EQUIPMENT CO	89.67	R	ACH
383838	07/29/25	MADISON NATL LIF INS CO INC	1,666.30	0	Regular
383839	07/29/25	MANTRONICS MAILING SYSTEMS INC	220.00	R	ACH
383840	07/29/25	MARCIA SMITH	50.00	0	Regular
383841	07/29/25	MARCO TECHNOLOGIES LLC	882.56	R	ACH
383842	07/29/25	MAUREEN SPELTZ	50.00	0	Regular
383843	07/29/25	MEGAN HINRICHSEN	37.58	0	Regular
383844	07/29/25	METRO SALES INC	93.66	0	Regular
383845	07/29/25	METRONET SYSTEMS HOLDINGS LLC	1,884.87	R	ACH
383846	07/29/25	MICHAEL BEACH COACHING & CONSU	400.00	R	ACH
383847	07/29/25	MIDWEST TAPE LLC	1,350.46	R	ACH
383848	07/29/25	MINA ADSIT ARCHITECTURE & PLAN	8,232.50	R	ACH
383849	07/29/25	MINNESOTA ELEVATOR INC	71.00	R	ACH
383850	07/29/25	MINNESOTA LIFE	3,023.00	0	Regular
383851	07/29/25	MINNESOTA SECURITY CONSORTIUM	1,200.00	R	ACH
383852	07/29/25	MN DEPT OF AGRICULTURE	20.00	0	Regular
383853	07/29/25	MN DEPT OF LABOR AND INDUSTRY	110.00	0	Regular
383854	07/29/25	MN DEPT OF TRANSPORTATION	1,555.56	0	Regular
383855	07/29/25	MN NCPERS GROUP LIFE INSURANCE	416.00	0	Regular
383856	07/29/25	MN POLLUTION CONTROL AGENCY	14,350.00	0	Regular
383857	07/29/25	MN PUBLIC EMPLOYEES ASSOC	1,392.00	R	ACH
383858	07/29/25	MN VALLEY TESTING LABS INC	484.75	R	ACH
383859	07/29/25	MOHS HOMES INC	2,500.00	0	Regular
383860	07/29/25	MTI DISTRIBUTING INC	9,142.18	R	ACH
383861	07/29/25	NAVAL SURFACE WARFARE CTR-CRAN	1,800.00	R	ACH
383862	07/29/25	NERO ENGINEERING	109,197.70	R	ACH
383863	07/29/25	NORTHLAND FARM SYSTEMS	1,124.41	R	ACH
383864	07/29/25	OAK GLENN	340.80	R	ACH
383865	07/29/25	OFFICE OF MNIT SERVICES	704.70	0	Regular
383866	07/29/25	OLMSTED MEDICAL CENTER	79.00	0	Regular
383867	07/29/25	OWATONNA FILTERS LLC	861.72	R	ACH
383868	07/29/25	OWATONNA HEATING & COOLING INC	310.00	R	ACH
383869	07/29/25	OWATONNA MOTOR COMPANY	9,167.12	0	Regular
383870	07/29/25	OWT HARDWARE	255.73	0	Regular
383871	07/29/25	PAAPE COMPANIES INC	478.80	R	ACH
383872	07/29/25	PLUNKETT'S PEST CONTROL INC	410.54	R	ACH
383873	07/29/25	POLYDYNE INC	11,868.00	R	ACH
383874	07/29/25	POPE DOUGLAS SOLID WASTE MGMT	833.63	0	Regular
383875	07/29/25	PRESENCE TELEHEALTH PLLC	635.00	R	ACH
383876	07/29/25	RAMY TURF PRODUCTS	1,650.00	0	Regular
383877	07/29/25	RDO EQUIPMENT CO	368.95	R	ACH
383878	07/29/25	RICE LAKE CONSTRUCTION GROUP	970,412.09	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383879	07/29/25	RS AMERICAS INC	286.82	0	Regular
383880	07/29/25	SCHILLING SUPPLY CO	970.91	R	ACH
383881	07/29/25	SCHOLASTIC INC	2,251.12	R	ACH
383882	07/29/25	SCHWICKERT'S TECTA AMERICA LLC	976.82	R	ACH
383883	07/29/25	SENIORPLACE INC	356.00	0	Regular
383884	07/29/25	SHARE CORPORATION	844.29	R	ACH
383885	07/29/25	SHERWIN WILLIAMS COMPANY	106.70	0	Regular
383886	07/29/25	SHI INTERNATIONAL CORP	18.21	0	Regular
383887	07/29/25	SHRED RIGHT	87.28	R	ACH
383888	07/29/25	SNAP-ON INDUSTRIAL	883.64	0	Regular
383889	07/29/25	SONS OF NORWAY	50.00	0	Regular
383890	07/29/25	SPHERION STAFFING LLC	1,800.40	0	Regular
383891	07/29/25	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
383892	07/29/25	SRIXON CLEVELAND GOLF XXIO	308.48	0	Regular
383893	07/29/25	ST CROIX RECREATION CO	295.00	R	ACH
383894	07/29/25	STATE INDUSTRIAL PRODUCTS	844.22	R	ACH
383895	07/29/25	STEELE COUNTY PUBLIC HEALTH	50.00	0	Regular
383896	07/29/25	STEELE COUNTY RECORDER	198.00	0	Regular
383897	07/29/25	STEELE COUNTY SHERIFF	6,894.29	0	Regular
383898	07/29/25	STEVE JAMES EXCAVATING INC	604.80	R	ACH
383899	07/29/25	STEWART COMPANIES INC	83.24	0	Regular
383900	07/29/25	STREICHER'S INC	1,846.47	0	Regular
383901	07/29/25	SUMMIT INFRASTRUCTURE LLC	21,935.00	0	Regular
383902	07/29/25	SWEET TOWING	135.00	0	Regular
383903	07/29/25	SYNCHRONY BANK	73.30	0	Regular
383904	07/29/25	T-MOBILE	2,208.84	0	Regular
383905	07/29/25	TAMMY R INGVALDSON	12.00	0	Regular
383906	07/29/25	TAYLOR MADE GOLF COMPANY INC	730.32	0	Regular
383907	07/29/25	TERRACON CONSULTANTS INC	1,352.50	R	ACH
383908	07/29/25	THE FREE PRESS MEDIA	435.36	0	Regular
383909	07/29/25	TOR SPERLING	22.95	R	ACH
383910	07/29/25	TRACKER PRODUCTS LLC	6,563.74	R	ACH
383911	07/29/25	TRI M GRAPHICS	7,800.36	R	ACH
383912	07/29/25	TURFWERKS	257.06	R	ACH
383913	07/29/25	TURTLE CREEK NURSERY & LNDSCP	193.26	0	Regular
383914	07/29/25	UKG INC	2,505.00	R	ACH
383915	07/29/25	UNITED WAY	80.00	0	Regular
383916	07/29/25	VERIZON WIRELESS	2,403.84	0	Regular
383917	07/29/25	VESSCO INC	3,620.14	R	ACH
383918	07/29/25	VESTIS FIRST AID	565.94	0	Regular
383919	07/29/25	VESTIS GROUP INC	546.19	0	Regular
383920	07/29/25	WASECA COUNTY HWY DEPT	46.15	0	Regular
383921	07/29/25	WASECA POLICE DEPARTMENT	6,436.72	0	Regular
383922	07/29/25	WEB CONSTRUCTION	366.67	0	Regular
383923	07/29/25	WEN-COL INC	1,315.49	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383924	07/29/25	WENCL CONSTRUCTION INC	13,469.90	0	Regular
383925	07/29/25	WENGER CORP EMPLOYEES CLUB	50.00	0	Regular
383926	07/29/25	WHKS & CO	8,661.00	R	ACH
383927	07/29/25	XCEL ENERGY	676.21	0	Regular
383928	07/29/25	ZEP MANUFACTURING CO	925.81	R	ACH
383929	08/01/25	ACADEMY APARTMENTS OF OWA LLC	1,999.00	R	ACH
383930	08/01/25	ALL AREA MANAGEMENT LLC	2,220.00	R	ACH
383931	08/01/25	APACHE APARTMENTS	607.00	R	ACH
383932	08/01/25	ATM PROPERTIES LLC	1,351.00	R	ACH
383933	08/01/25	ATR HOLDINGS	1,535.00	R	ACH
383934	08/01/25	AUSTIN HRA	618.00	0	Regular
383935	08/01/25	BARRY GILLESPIE	2,139.00	R	ACH
383936	08/01/25	BROWN CYNTHIA	524.00	R	ACH
383937	08/01/25	BRYCEN GREGOR	4,486.00	R	ACH
383938	08/01/25	CAPELLE COMPANIES LLC	564.00	R	ACH
383939	08/01/25	CEDAR RIDGE APARTMENTS	65.00	R	ACH
383940	08/01/25	CEDAR ROSE ASSOCIATES LLC	1,360.00	R	ACH
383941	08/01/25	CEDAR RUN TOWN HOMES MDI #41	4,301.00	R	ACH
383942	08/01/25	CEDARDALE NORTH APARTMENTS	784.00	R	ACH
383943	08/01/25	CEDARDALE SOUTH APARTMENTS	381.00	R	ACH
383944	08/01/25	CEDARDALE WEST APARTMENTS	593.00	R	ACH
383945	08/01/25	CHAD STANNARD	485.00	R	ACH
383946	08/01/25	CHASE BLUM	629.00	R	ACH
383947	08/01/25	CHRIS PROHASKI	1,344.00	R	ACH
383948	08/01/25	CHRIS PROHASKI II	902.00	R	ACH
383949	08/01/25	COMMON CENTS PROPERTIES LLC	323.00	R	ACH
383950	08/01/25	COOPERS COURT LLC	1,969.00	R	ACH
383951	08/01/25	DANIEL SCHLEGEL	486.00	R	ACH
383952	08/01/25	EEK, LLC	2,791.00	R	ACH
383953	08/01/25	FREDRICKSON PROPERTIES	1,348.00	R	ACH
383954	08/01/25	IMAGE APARTMENT	5,394.00	R	ACH
383955	08/01/25	JANESVILLE APARTMENTS	288.00	R	ACH
383956	08/01/25	JULIE WERSAL	705.00	R	ACH
383957	08/01/25	KEG INVESTMENTS LLC	1,705.00	R	ACH
383958	08/01/25	KEITH MARTIN	1,400.00	R	ACH
383959	08/01/25	KLEVOS GREG	802.00	R	ACH
383960	08/01/25	L&L LEGACY PROPERTIES	1,812.00	R	ACH
383961	08/01/25	LINCOLN SQUARE APARTMENTS	7,974.00	R	ACH
383962	08/01/25	LINDSAY MACHT	53.00	R	ACH
383963	08/01/25	LWO LIMITED PARTNERSHIP #116	5,317.00	R	ACH
383964	08/01/25	MARQUARDT DENNIS	2,360.00	R	ACH
383965	08/01/25	MARTIN FAMILY LLC	3,593.00	R	ACH
383966	08/01/25	MCCAULEY CONSTRUCTION	434.00	R	ACH
383967	08/01/25	MOSSEE PROP INV LLC	646.00	R	ACH
383968	08/01/25	NECHVILLE SUSAN	1,773.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383969	08/01/25	NORTH HILLS ESTATE LLC	13,019.00	R	ACH
383970	08/01/25	NORTHCOURT APARTMENTS	742.00	R	ACH
383971	08/01/25	NORTHGATE	2,241.00	R	ACH
383972	08/01/25	NORTHSTAR HOLDINGS LLC	595.00	R	ACH
383973	08/01/25	NORTHWEST MANOR	6,942.00	R	ACH
383974	08/01/25	NRB PROPERTIES	406.00	R	ACH
383975	08/01/25	OWATONNA PUBLIC UTILITIES	287.00	R	ACH
383976	08/01/25	PARKVIEW OWATONNA LLC	573.00	R	ACH
383977	08/01/25	PETER BIEL	1,700.00	R	ACH
383978	08/01/25	POSITIVE SHARE LLC	552.00	R	ACH
383979	08/01/25	PROHASKI PROPERTIES	1,057.00	R	ACH
383980	08/01/25	QUALITY RENTALS OF OWATONNA LL	858.00	R	ACH
383981	08/01/25	REDLINE DEVELOPMENT GRP LLC	827.00	R	ACH
383982	08/01/25	RICHARD ELLINGSON	926.00	R	ACH
383983	08/01/25	SIXSPARKS LLC	627.00	R	ACH
383984	08/01/25	SMITH REAL ESTATE LLC	1,148.00	R	ACH
383985	08/01/25	SMITH VENTURES LLC	1,790.00	R	ACH
383986	08/01/25	SPERO	3,371.00	R	ACH
383987	08/01/25	SUMMIT MANOR	450.00	R	ACH
383988	08/01/25	SUSAN I JOHNSON	4,279.00	R	ACH
383989	08/01/25	USDA RURAL DEVELOPMENT	634.00	0	Regular
383990	08/01/25	USDA RURAL DEVELOPMENT	476.00	0	Regular
383991	08/01/25	WILLOW RUN I MDI #58	3,895.00	R	ACH
383992	08/01/25	WILLOW RUN II MDI #85	4,921.00	R	ACH
383993	08/01/25	YOUNGDAHL DEVELOPMENT LLC	2,624.00	R	ACH
383994	08/01/25	ZK INVESTORS LLC	2,186.00	R	ACH

101	Checks total:	196,453.70
141	ACH total:	1,459,920.04
0	EFTPS total:	
8	Wire transfer total:	206,955.76
0	Payment Manager total:	
250	GRAND TOTALS	1,863,329.50



CITY OF
OWATONNA

Resolutions



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Resolution 38-25 Adopt Steele Co Hazard Mitigation Plan

Purpose:

Council approval of Resolution 38-25 adopting the updated Steele County Multi-Hazard Mitigation Plan.

Background:

Hazard mitigation planning and preparedness is the most effective instrument to diminish losses by reducing the impact of disasters upon people and property. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction.

The Multi-Hazard Mitigation Plan (MHMP) is a requirement of the Federal Disaster Mitigation Act of 2000 (DMA 2000). The development of a local government plan is required in order to maintain eligibility for certain federal disaster assistance and hazard mitigation funding programs. In order for communities to be eligible for future mitigation funds, they must adopt an MHMP.

Steele County is vulnerable to a variety of potential natural disasters, which threaten the loss of life and property in the county. Hazards such as tornadoes, flooding, wildfires, blizzards, straight-line winds, ice storms, and droughts have the potential to inflict vast economic loss and personal hardship. In 2013, Minnesota had some of the highest weather-related disaster claims in the country (MN Environmental Quality Board, 2014).

This Multi-Hazard Mitigation Plan represents the efforts of Steele County and its local governments to fulfill the responsibility for hazard mitigation planning. The intent of the plan is to reduce the actual threat of specific hazards by limiting the impact of damages and losses.

Budget Impact:

There is no direct budget impact at this time, however this plan is required to maintain eligibility for certain federal disaster assistance and hazard mitigation funding programs. In order for communities to be eligible for future mitigation funds, they must adopt an MHMP.

Staff Recommendation:

Staff recommends approval to adopt the Steele County Hazard Mitigation Plan.

Attachments:

1. Resolution 38-25 Adopt Steele County Hazard Mitigation Plan
2. Steele County Resolution No 2025-01
3. FEMA Request

RESOLUTION NO. 38-25
A RESOLUTION ADOPTING THE
2024 STEELE COUNTY HAZARD MITIGATION PLAN
DATED MAY 27, 2025

WHEREAS the City of Owatonna recognizes the threat that natural hazards pose to people and property within City of Owatonna; and

WHEREAS Steele County and the City of Owatonna have prepared a multi-hazard mitigation plan, hereby known as the 2024 Steele County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the 2024 Steele County Hazard Mitigation Plan dated May 27, 2025 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Owatonna from the impacts of future hazards and disasters; and

WHEREAS adoption by the City of Owatonna demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Steele County Hazard Mitigation Plan dated May 27, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OWATONNA, MINNESOTA, THAT:

Section 1. In accordance with the City's Charter, the City of Owatonna adopts the 2024 Steele County Hazard Mitigation Plan dated May 27, 2025. While content related to the City of Owatonna may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Owatonna to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

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

Aye __; No__; Absent__.

Approved and signed this _____day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



STEELE COUNTY RESOLUTION
Adopting the 2024 Steele County Hazard Mitigation Plan

Department: Emergency Management

Date: 5/27/2025

Resolution No: 2025-01

WHEREAS, the Steele County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Steele County; and

WHEREAS, Steele County has prepared a hazard mitigation plan, hereby known as 2024 Steele County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2024 Steele County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Steele County from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Steele County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Steele County Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED

Section 1. In accordance with the Steele County Ordinance, the Steele County Board of Commissioners adopts the 2024 Steele County Hazard Mitigation Plan. While content related to Steele County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Steele County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

This resolution shall become effective upon its passage and without further publication.

Dated 27th day of May, 2025.

STEELE COUNTY
BOARD OF COMMISSIONERS

Chair

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted, and approved by the County Board of said County on the 27th day of May, 2025.

ATTEST



FEMA

April 14, 2025

Ms. Kristen Dellwo
State Hazard Mitigation Officer
Homeland Security and Emergency Management
Minnesota Department of Public Safety
444 Cedar Street, Suite 223
Saint Paul, MN 55101

Reference: Adoption Needed to Finish Local Hazard Mitigation Plan Process

Dear Ms. Dellwo:

The Risk Analysis Branch of FEMA Region 5 Mitigation Division has determined the local mitigation plan meets all applicable FEMA mitigation planning requirements except its adoption by the participating jurisdictions of the Steele County 2024 Hazard Mitigation Plan.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is Approvable Pending Adoption does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- HMGP Post-Fire
- Building Resilient Infrastructure and Communities
- Flood Mitigation Assistance
- Safeguarding Tomorrow Revolving Loan Fund

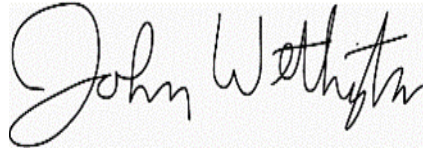
Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make necessary updates before submitting the adoption resolution to FEMA.

Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002)

We look forward to receiving the adoption resolution(s) and discussing options for implementing this mitigation plan. If there are any questions from either you or the communities, please contact Meg Burrows at (312) 408-5320 or meghan.burrows@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, reading "John Wethington". The signature is written in a cursive style with a large initial "J" and "W".

John Wethington
Chief, Risk Analysis Branch
Mitigation Division

Enclosures: Plan Participants Status List and Local Plan Review Tool

Enclosure: Plan Participant Status List

Below is the list of the approvable pending adoption jurisdictions in the referenced hazard mitigation plan. Please submit an adoption resolution for each jurisdiction to be included as an approved participant of the plan.

Community Name		Jurisdiction Status
1)	Blooming Prairie city	APA
2)	Ellendale city	APA
3)	Medford city	APA
4)	Owatonna city	APA
5)	Steele County	APA



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emma Bransford, Sr Administrative Technician
SUBJECT: Resolution 39-25: CUP-21 Mini Storage Facility - 1980 Austin Rd SE

Purpose:

Request approval of Resolution XX-25 approving CUP-21, request received from Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC to construct a Mini Storage Facility at 1980 Austin Rd SE.

Background:

See attached staff report.

The Planning Commission held a public hearing for this request during their meeting on July 22nd and recommend approval.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 39-25 CUP-21 Mini Storage Facility - 1980 Autin Rd SE
2. CUP-21 Staff Report

RESOLUTION NO. 39-25

A RESOLUTION APPROVING CONDITIONAL USE CUP-21

WHEREAS, Conditional Use No. CUP-21 by Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC, requests for a conditional use permit to construct a Mini Storage Facility on the subject property; and

Lot 9, Block 1, Von Wald Addition, Steele County, Minnesota.

WHEREAS, The Planning Commission held a public hearing on July 22, 2025 and recommended approval of CUP-21 and

WHEREAS, on August 6, 2025, the City Council accepted and approved Conditional Use CUP-21, 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-21 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 plans to be submitted and approved prior to the issuance of a building permit
 2. Individual storage units shall be under 5,000 square feet in floor area.
 3. The sole permitted use of all units shall be storage. No commercial business operations shall be permitted.
 4. All signs shall obtain the necessary permits and comply with B-2 zoning standards.
 5. All items in the City Engineer's Memo dated July 11, 2025, must be adhered to.

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 this __ day of _____ 2025, 2025.

Matt T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

July 16, 2025

To: Planning Commission

From: Emma Bransford, Planning Specialist

RE: CUP-21 by Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC, requests for a conditional use permit to construct a Mini Storage Facility on the subject property.

Application Review

Applicant/Owner: Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC

Location of Property: 1980 Austin Rd SE

Zoning Map: B-2, Community Business District

Zoning Ordinance: Section 157.020 states that Mini Storage Facilities are a Conditional Use Permit.

Report Attachments: Location Map
Site Plan
Building Plans
Floor Plan
Landscaping Plan
Owner Intent Letter
City Engineer's Memo

Proposed Development

- CUP-21 by Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC, requests for a conditional use permit to construct a Mini Storage Facility on the subject property. The mini storage use requires a Conditional Use Permit under the B-2, Community Business District zoning regulations.
- The subject property is approximately 0.95 acres and is currently undeveloped.
- The site includes a shared access easement with the neighboring property to the south. Access and parking will be shared between the two properties.
- The building is intended to accommodate multiple future tenants. Each tenant space will be under 5,000 square feet, allowing for a variety of potential layouts.
- Interior walls will be added as tenant spaces are identified. These are not shown on the current floor plan.

- The building will have multiple garage doors lining the north and south portion of the building, as well as individual service doors next to each garage door. The exterior walls will be made of metal panels.
- Storage of Commercial Motor Vehicles will be allowed, provided all applicable building code standards are met.
- A dry stormwater basin will be located on the west side of the property for stormwater management.
- Landscaping will be required to meet commercial landscaping standards. The applicant is proposing 5 trees will be planted along Austin Road.
- The installation of water and sewer connections is still being considered by the applicant and could be included in final project plans.
- Signage is still being considered by the applicant and could be included in the final project plans. All proposed signage will be subject to requirements in the B-2 zoning district.

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 22, 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 request is compatible with the surrounding area.
6. The proposed use will not result in increased traffic.
7. The request will not require public services out of the ordinary.

Public Comment

At the time of this report, staff has not received any public comments.

Staff Recommendation

Staff recommends approval of CUP-21, a request to construct mini storage on the subject property located at 1980 Austin Rd SE on the following conditions:

1. Photometrics plans to be submitted and approved prior to the issuance of a building permit
2. Individual storage units shall be under 5,000 square feet in floor area.
3. The sole permitted use of all units shall be storage. No commercial business operations shall be permitted.

4. All signs shall obtain the necessary permits and comply with B-2 zoning standards.
5. All items in the City Engineer's Memo dated July 11, 2025, must be adhered to.

Planning Commission

CUP-21, a request by Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & More, and B3 Contracting LLC for a conditional use permit to construct a Mini Storage Facility on the subject property located at 1980 Austin Road SE, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) The public hearing opened at 5:34 pm. Brent Kaslow was present and said he is happy to answer any questions and is looking forward to working with everyone. The public hearing closed at 5:35 pm. Eickhoff asked for clarification regarding commercial use. Bransford asked if he was referring to commercial motor vehicle storage. It is something that would be allowed if all applicable building requirements are in place. Kaslow said that is not the intention of the request. A motion was made by Eickhoff and seconded by Springer-Gasner to recommend City Council approval of CUP-21, a request to construct a Mini Storage on the subject property located at 1980 Austin Road SE with the following conditions:

- 1) Photometrics plan to be submitted and approved prior to the issuance of a building permit.
- 2) Individual storage units shall be under 5,000 square feet in floor area.
- 3) The sole permitted use of all units shall be storage. No commercial business operations shall be permitted.
- 4) All signs shall obtain the necessary permits and comply with B-2 zoning standards.
- 5) All items in the City Engineer's Memo dated July 11, 2025, must be adhered to.

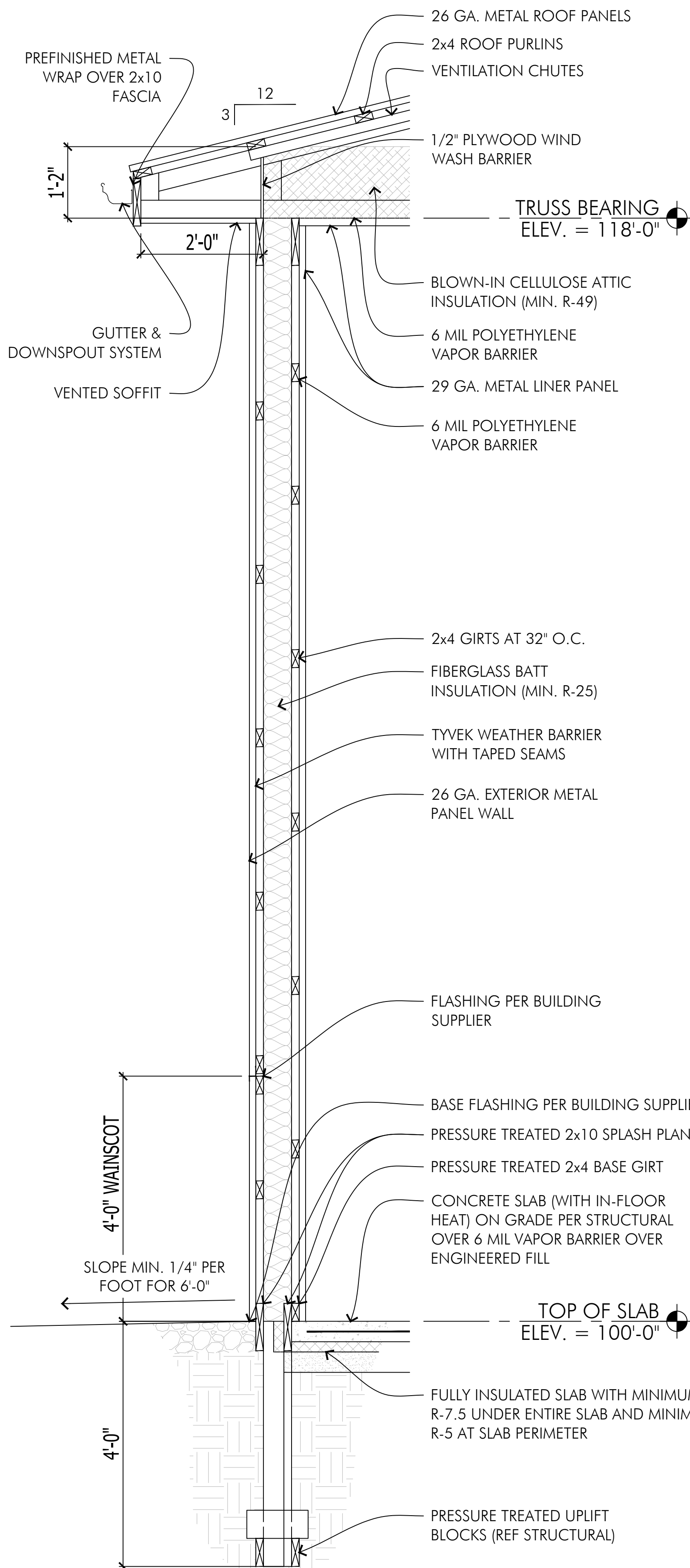
All Commissioners voting Aye, the motion carried.



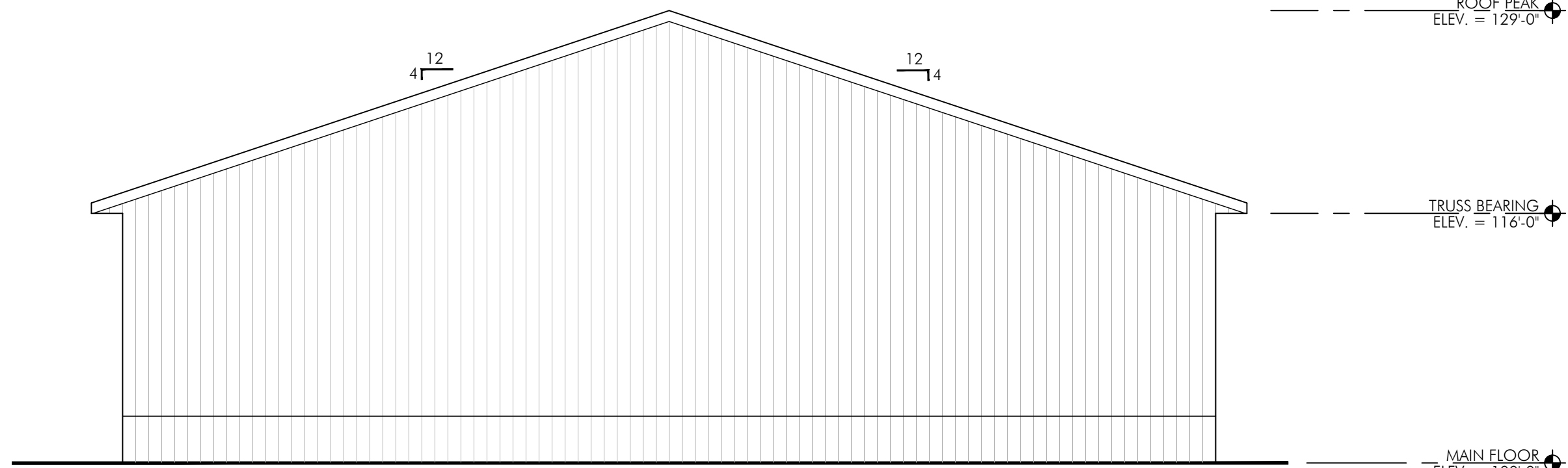
CUP-21 Mini Storage
1980 Austin Rd SE



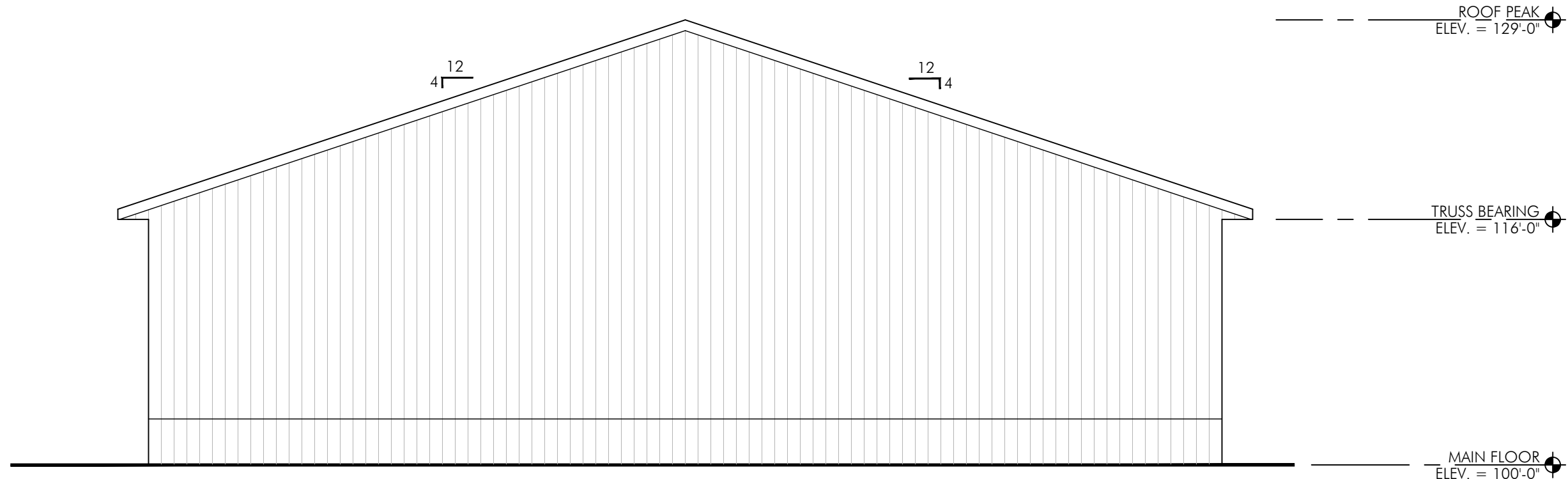
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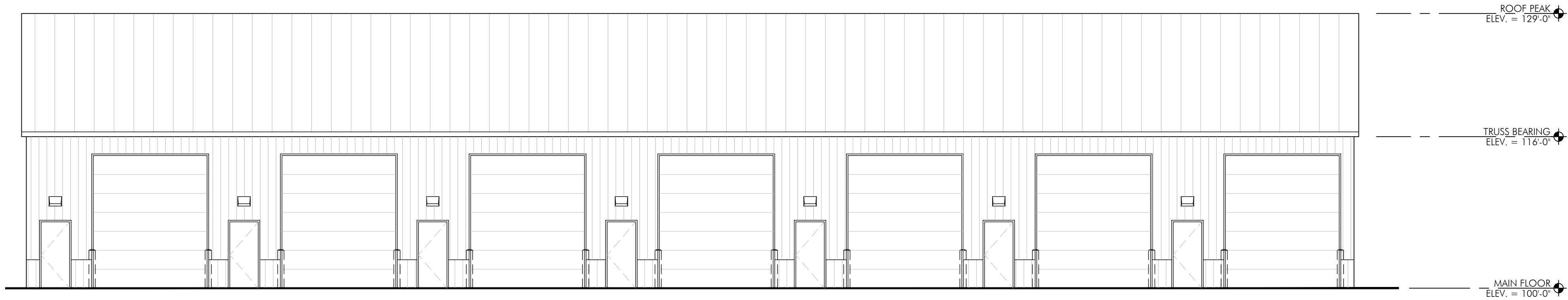
05 TYPICAL WALL SECTION
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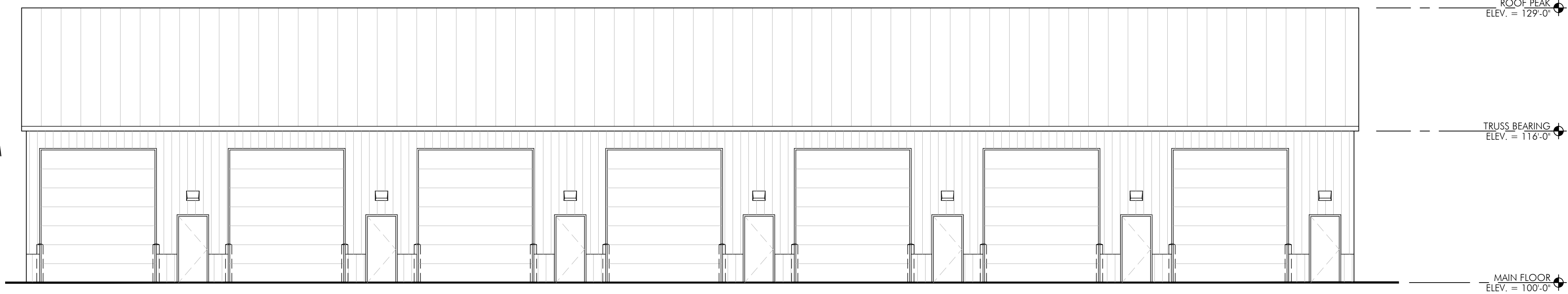
04 EAST ELEVATION
SCALE: 1/8" = 1'-0"



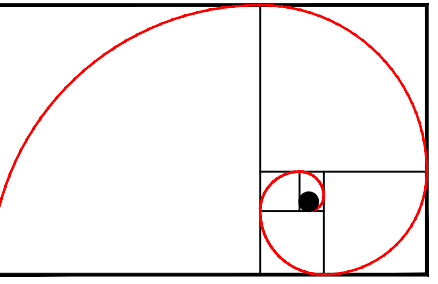
03 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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



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



Collin Tinsley Architecture LLC

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
COLLIN TINSLEY
PRINTED NAME
51076
NUMBER DATE

PRELIMINARY
NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION

STORAGE BUILDING
BLOCK 1 LOT 9 VON WALD ADDITION
OWATONNA, MN 55060

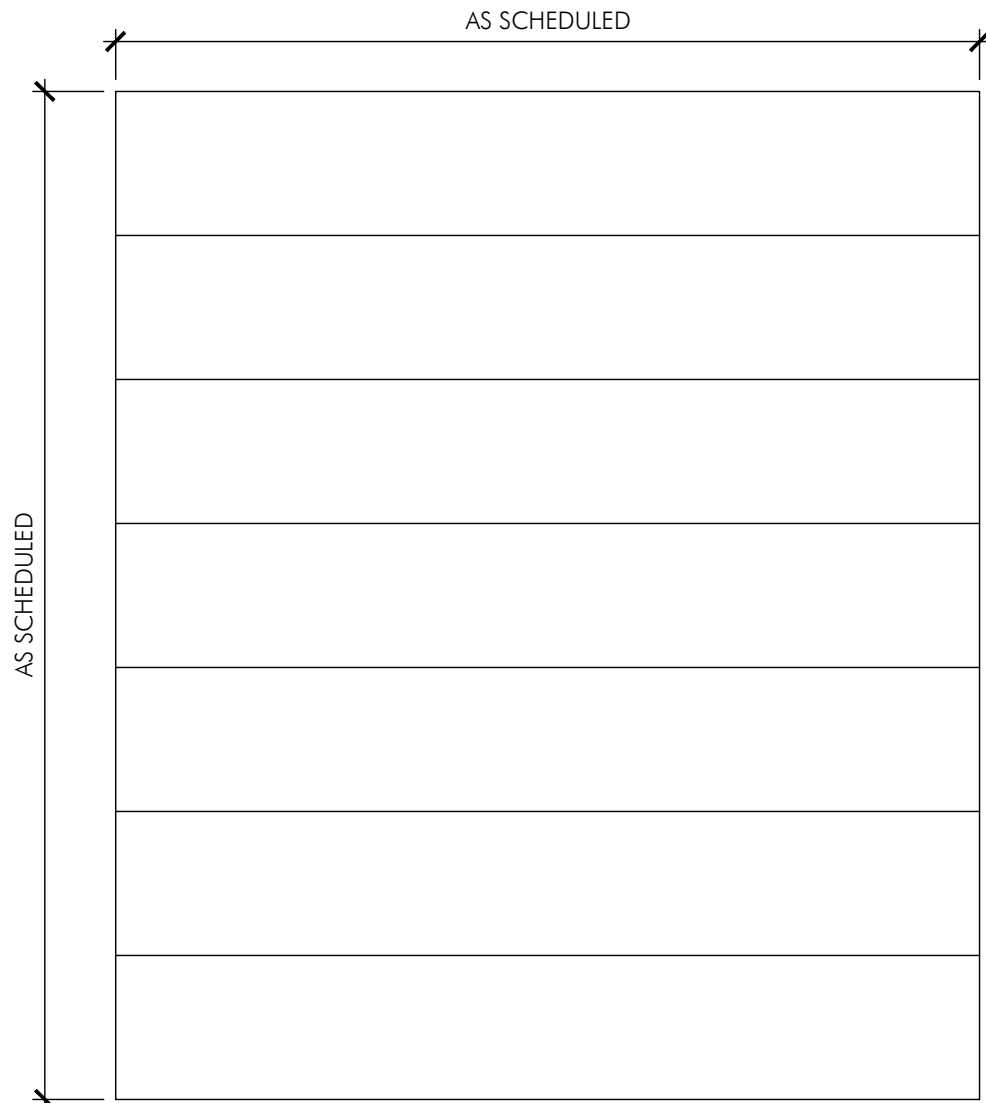
SHEET TITLE

EXTERIOR
ELEVATIONS &
WALL SECTION

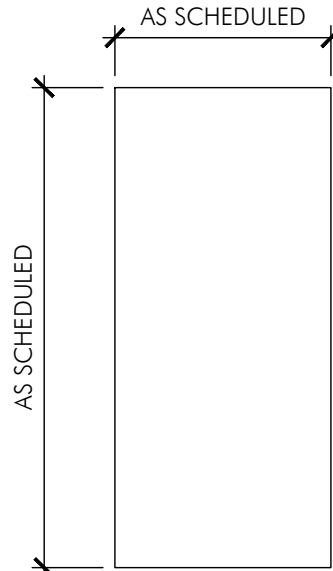
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A3

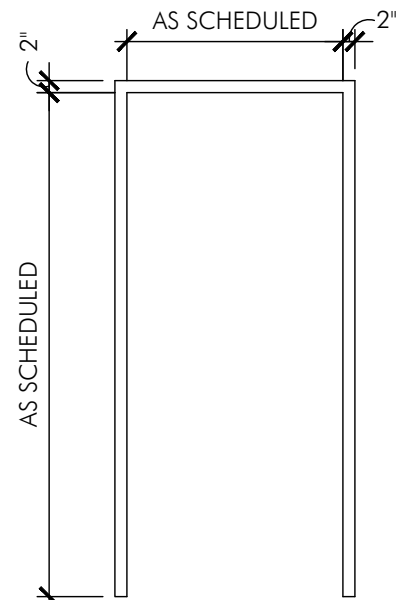
PRELIMINARY SET
Page 107 of 247



A
EXTERIOR
INSULATED HOLLOW METAL
FACTORY PAINTED



B
INTERIOR \ EXTERIOR
HOLLOW METAL
PAINTED
INSULATED (EXTERIOR)



1
EXTERIOR
HOLLOW METAL
PAINTED

DOOR TYPES

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

DOOR HARDWARE

- 01 DOOR SHALL HAVE:
- ENTRY LOCKSET WITH LEVER HANDLE
 - 3 SETS HINGES
 - CLOSER
 - WEATHERSTRIPPING
 - THRESHOLD
 - RAIN DRIP

GENERAL DOOR & HARDWARE NOTES

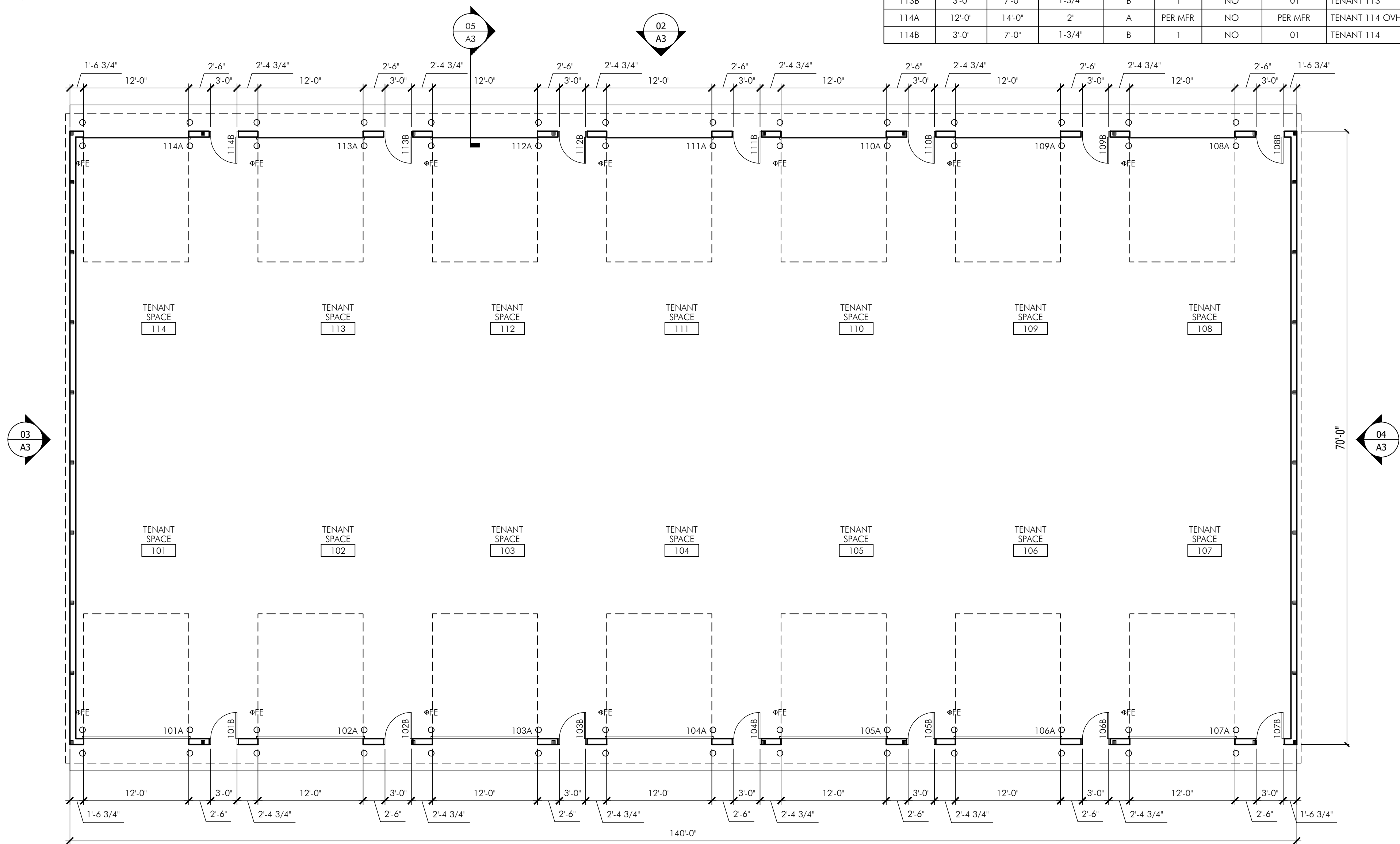
- PROVIDE TEMPERED OR SAFETY GLAZING WHEN REQUIRED BY CODE OR AUTHORITY HAVING JURISDICTION.
- INSTALL DOORS AND FRAMES FOLLOWING DOOR INDUSTRY STANDARDS AND BUILDING STANDARDS. COORDINATE WITH OWNER AS REQUIRED.
- VERIFY DOOR AND FRAME FINISHES WITH OWNER.
- VERIFY HARDWARE STYLE, TYPE, AND FINISH WITH OWNER UNLESS NOTED OTHERWISE.
- CLOSER ADJUSTMENTS SHALL MEET MINNESOTA ACCESSIBILITY REQUIREMENTS. CLOSER SHALL BE ADJUSTED TO CLOSE FROM AN OPEN POSITION OF 70 DEGREES TO A POINT 3 INCHES FROM THE LATCH IN A MAXIMUM OF 3 SECONDS. MAXIMUM FORCE REQUIRED TO OPERATE THE DOOR SHALL NOT EXCEED 5 POUNDS OF FORCE.
- COORDINATE KEYING OF LOCK SETS WITH OWNER.
- ALL DOORS SHALL HAVE SILENCERS. PROVIDE SEALS IN LIEU OF SILENCERS AT FIRE RATED AND/OR SOUND RATED CONDITIONS.

DOOR SCHEDULE

DOOR NO.	OPENING SIZE		THICKNESS	DOOR TYPE	FRAME TYPE	FIRE RATING	HARDWARE SET	NOTES
	WIDTH	HEIGHT						
101A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 101 OVHD
101B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 101
102A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 102 OVHD
102B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 102
103A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 103 OVHD
103B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 103
104A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 104 OVHD
104B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 104
105A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 105 OVHD
105B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 105
106A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 106A
106B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 106
107A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 107 OVHD
107B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 107
108A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 108 OVHD
108B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 108
109A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 109 OVHD
109B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 109
110A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 110 OVHD
110B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 110
111A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 111 OVHD
111B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 111
112A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 112 OVHD
112B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 112
113A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 113 OVHD
113B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 113
114A	12'-0"	14'-0"	2"	A	PER MFR	NO	PER MFR	TENANT 114 OVHD
114B	3'-0"	7'-0"	1-3/4"	B	1	NO	01	TENANT 114

FRAME TYPES

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



01 MAIN FLOOR PLAN

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

STORAGE BUILDING BLOCK 1 LOT 9 VON WALD ADDITION OWATONNA, MN 55060

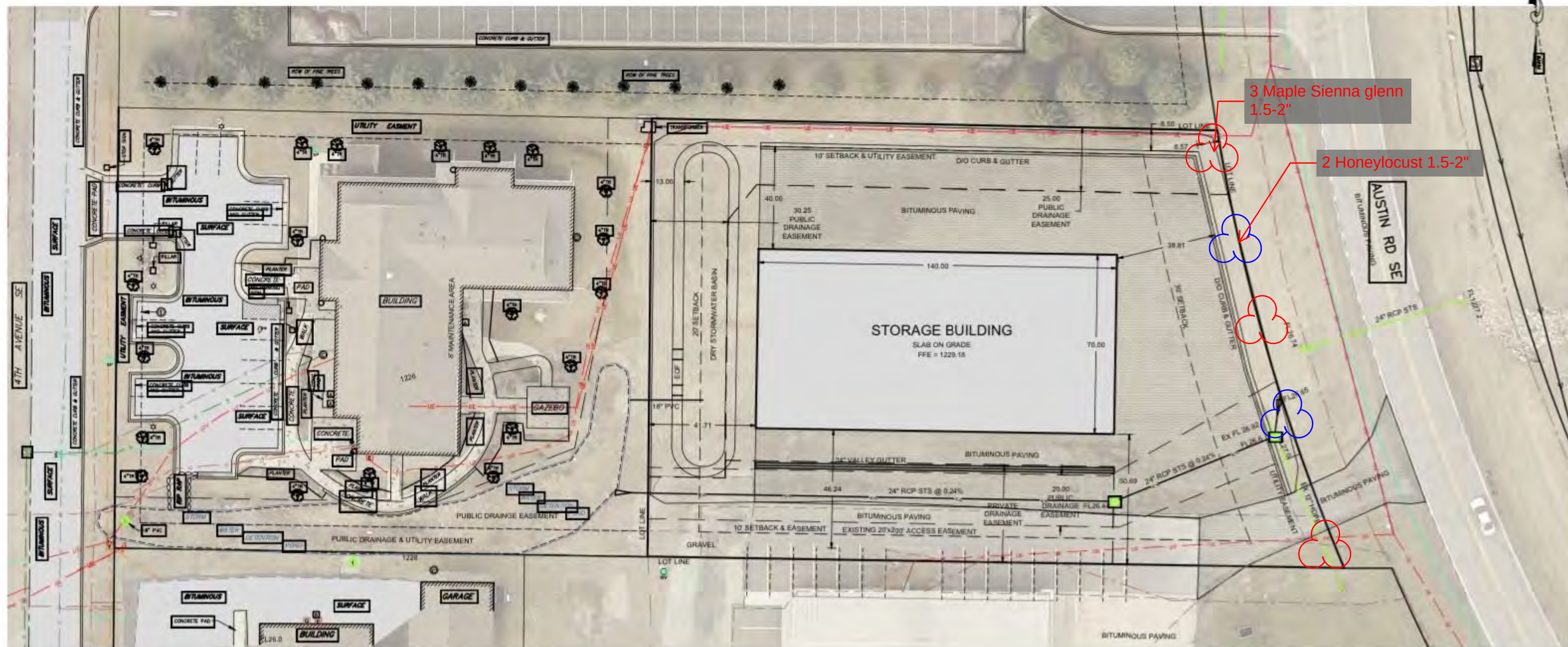
SHEET TITLE

FLOOR PLAN &
DOOR
INFORMATION

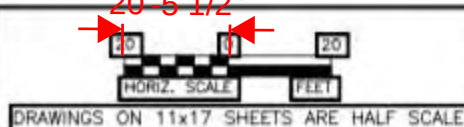
SHEET NUMBER

A2

PRELIMINARY SET
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20' 5 1/2"



REV.	BY	DATE	REVISION DESCRIPTION



415 West North Street Owatonna, MN 562-451-4598

DESIGNED: JMS
 DRAWN: JMS
 CHECKED: JMS
 DATE: 6/25/25
 DWG: 105-7006-SP

John H. Schulte V
 License No. 44638 Date: 6/25/25

STORAGE BUILDING		SHEET 1 OF 1
B3 CONTRACTING		
LOT 9 BLOCK 1 VON WALD ADDITION		
CUP MAP		



 **Phone: 507-218-0505**
 **Email: sales@capital-gc.com**
 **Address: 2660 Superior Drive NW #103
Rochester, MN 55901**

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Subject: Conditional Use Permit- 1980 Austin Road SE

To Whom it May Concern,

The intention for the property located at 1980 Austin Road SE is a mini storage facility. This property is Zoned B-2. Mini-storage is a conditional use for this zoning classification.

Future demising walls will be constructed, but due to not having any tenants at this time, these walls are not shown on the floor plan. The expectation is that there will be multiple tenants or building occupiers. Plumbing utilities, including fresh water and sanitary sewer to the building, have not been fully decided at this time and may be included in the project.

Should you have any questions related to this project, feel free to reach-out to me directly.

Brent Kaslow
EVP/Owner
Capital General Contracting



Date: 2025-07-11

Project: Mini Storage Building

Address: 1980 Austin Rd. SE

Conditional Use Permit: CUP-21

Applicant: Brent Kaslow (Capital General Contracting)

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. This property drains to an area with historic flood issues.
5. A detailed Stormwater Management Report including existing and proposed drainage maps, calculations, and supporting documentation.
6. The Stormwater Management Report shall describe:
 - a. Downstream impacts to discharge rates/volumes, ponding HWL's, and low openings of nearby structures.
 - b. Downstream impacts to water quality.
 - c. Impacts to the capacity of the adjacent stormwater basin.
 - d. Ability for the site's stormwater infrastructure to convey a 10-yr 24-hr storm event.
 - e. Ability for the site to safely route the 100-yr 24-hr storm event.
 - f. Changes to the emergency overflow and emergency overland elevations as well as the projects impact to adjacent properties' low openings.
7. 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.
 - i. As-built shall be submitted as .pdf and GIS compatible format (CAD or shapefile is acceptable).
 - c. Engineer's Certificate of Stormwater Compliance.
8. All permanent stormwater facilities will require a Stormwater Facility Maintenance Agreement with the City. This agreement shall be recorded with Steele County Recorder's Office.

9. All permanent stormwater facilities require a Long-term Operations and Maintenance Plan that includes an inspection schedule and description of the funding mechanism.
10. Proposed site plan depicts a connection to an adjacent privately owned stormwater basin.
 - a. A written agreement between the private parties shall be provided prior to grading permit approvals.
 - b. The adjacent stormwater basin shall be maintained and in functional condition prior to connection and/or conveyance from this site.
 - c. Adjacent property owner will be required to sign Stormwater Facility Maintenance Agreement and provide a copy of their Operation and Maintenance Plan.

Should you have any questions, please call 507.444.4350.

Thank You



Sean Murphy
Director of Public Works and City Engineer



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
SUBJECT: Resolution 40-25: Amend 2025 Authorized Signatories

Purpose:

Request Council approval to update the list of authorized signatories for 2025.

Background:

The Office of the State Auditor recommends that the City annually designate depositories for the upcoming year and formally appoint individuals authorized to disperse funds. Resolution 1-25 approved during the Annual Organizational Meeting on January 7, 2025 authorized the mayor, city administrator, finance director, senior accountant and accounting technician to disperse funds through check, electronic funds transfer, wire, or ACH.

The list will be updated to replace retiring City Administrator Busse with new City Administrator Jenna Tuma.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 40-25 Amend 2025 Signatories

RESOLUTION NO. 40-25

A RESOLUTION AMENDING AND PERSONS AUTHORIZED TO SIGN
ORDERS THEREON FOR THE CITY OF OWATONNA

BE IT RESOLVED that orders or checks of the City of Owatonna drawn on said Financial Institutions in whatever form shall be signed by two of the following officers:

Matthew T. Jessop, Mayor
Jenna Tuma, City Administrator
Emily A. Burns, Finance Director

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Resolution 41-25: Name Responsible Authority for Data Practices - Jenna Tuma

Purpose:

Request Council approval of change for the City's 2025 Responsible Authority to administer the requirements for government data with the City.

Background:

Per the Minnesota Government Data Practices Act, the City must annually designate an individual as a responsible authority; typically the chief administrative official serves in this capacity. Resolution 2-25 was approved by the Council during their January 7, 2025 Meeting, naming Kris M. Busse as the RA for 2025.

With City Administrator Busse's retiring, this resolution names new City Administrator Jenna Tuma as the city's Responsible Authority for the remainder of 2025.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 41-25 Designate RA for Data Practices

RESOLUTION NO. 41-25
A RESOLUTION APPOINTING RESPONSIBLE AUTHORITY FOR
DATA PRACTICES COMPLIANCE

WHEREAS, the Minnesota Statutes, Section 13.02, Subdivision 16, requires that the City of Owatonna appoint an employee as the Responsible Authority to administer the requirements for government data with the City; and

WHEREAS, the Minnesota Rules Chapter 1205 relates to and applies to the provisions of Minnesota Statutes, Chapter 13; and

WHEREAS, the Owatonna City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by appointing an administratively qualified Responsible Authority as required under the statute for the remainder of the year.

BE IT RESOLVED, the City Council of Owatonna appoints Jenna Tuma, an employee of the City, as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, Chapter 13 and with Minnesota Rules, Chapter 1205.

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

Aye __; No __; Absent __.

Approved and signed this _____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
SUBJECT: Resolution 42-25: Set Public Hearing on September 2, 2025 - Street Reconstruction Plan

Purpose:

Request Council approval to set a date for a public hearing for comments on the city's Street Reconstruction Plan.

Background:

The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to prepare a plan for reconstruction and overlay of streets in the City over the next five years, including a description of the affected streets and estimated costs (the "Plan"), and to issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the Plan.

Under the Act, the City is required to hold a public hearing regarding the Plan and issuance of the bonds.

The City Council has determined to prepare a Plan for the City for years 2025 through 2029 and to issue general obligation bonds (the "Bonds") in a principal amount not to exceed \$1,800,000, plus any premium received, to finance certain street reconstruction and overlay activities in the City (the "Street Reconstruction").

Budget Impact:

The budget impact shall be the issuance of debt for the project upon approval.

Staff Recommendation:

Staff recommends this hearing be set for Tuesday, September 2, 2025.

Attachments:

1. Resolution 42-25 Set Date for Public Hearing - Street Reconstruction Plan

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 42-25

RESOLUTION CALLING A PUBLIC HEARING RELATING TO
THE ADOPTION OF A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF GENERAL OBLIGATION BONDS
THEREUNDER AND TAKING OTHER ACTIONS IN
CONNECTION THEREWITH

BE IT RESOLVED by the City Council (the "City Council") of the City of Owatonna, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to prepare a plan for reconstruction and overlay of streets in the City over the next five years, including a description of the affected streets and estimated costs (the "Plan"), and to issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the Plan.

1.02. Under the Act, the City is required to hold a public hearing regarding the Plan and issuance of the bonds.

1.03. The City Council has determined to prepare a Plan for the City for years 2025 through 2029 and to issue general obligation bonds (the "Bonds") in a principal amount not to exceed \$1,800,000, plus any premium received, to finance certain street reconstruction and overlay activities in the City (the "Street Reconstruction").

Section 2. Plan Authorized; Hearing Scheduled.

2.01. The City hereby authorizes its staff and consultants to prepare a Plan for reconstruction and overlay of City streets, or any portion thereof designated by City staff, and to place a copy of the Plan on file with the City Administrator/City Clerk by no later than the date of publication of the hearing notice.

2.02. The City Council will hold a public hearing regarding the Plan and issuance of the Bonds on Tuesday, September 2, 2025, at approximately 7:00 p.m. in Chambers of the Charles S. Crandall Center, 540 West Hills Circle, Owatonna. The City Administrator/City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City at least 10 days but not more than 28 days prior to the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed to bring the Plan and issuance of the Bonds before the City Council.

Section 3. Authorization of Series 2025A Bonds.

3.01. In order to finance all or a portion of the costs of the Street Reconstruction described in the Plan, the City Council finds it necessary and expedient to the affairs of the City

to issue a series of Bonds to be designated the General Obligation Street Reconstruction Bonds, Series 2025A (the "Series 2025A Bonds"), in the proposed aggregate principal amount of \$1,715,000, in accordance with the Act; provided, however, that the City does not receive a qualified petition for a referendum on the issuance of Bonds within thirty (30) days of the date of the public hearing.

3.02. The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Series 2025A Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Series 2025A Bonds are ratified and confirmed in all respects.

3.03. Ehlers and Associates, Inc. (the "Municipal Advisor") is authorized and directed to negotiate the sale of the Series 2025A Bonds in accordance with terms of proposal to be provided by the Municipal Advisor. Provided that the City does not receive a qualified petition for a referendum on the issuance of Bonds within thirty (30) days of the date of the public hearing, the City Council will meet on Tuesday, October 7, 2025, or another date selected by City staff, to consider proposals on the Series 2025A Bonds and take any other appropriate action with respect to the Series 2025A Bonds.

3.04. The law firm of Kutak Rock LLP, Minneapolis, Minnesota, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Series 2025A Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

3.05. In the resolution awarding the sale of the Series 2025A Bonds, the City Council will set forth the covenants and undertakings required by the Act.

3.06. In connection with the sale of the Series 2025A Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Series 2025A Bonds and to deliver it on behalf of the City upon its completion.

Section 4. Declaration of Official Intent to Reimburse Expenditures.

4.01. The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

4.02. The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Street Reconstruction up to the principal amount of the Bonds from proceeds of the Bonds in accordance with the Reimbursement Regulations.

4.03. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

4.04. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4.05. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Street Reconstruction and the principal amount of the Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

4.06. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF OWATONNA, MINNESOTA

**NOTICE OF PUBLIC HEARING REGARDING A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, September 2, 2025, at or after 7:00 p.m. in Chambers of the Charles S. Crandall Center located at 540 West Hills Circle in the City, relating to a proposal concerning (1) the adoption of a five-year street reconstruction and overlay plan for years 2025 through 2029 (the "Plan"); and (2) the issuance of general obligation bonds (the "Bonds") under the Plan to finance the reconstruction and overlay of certain streets in the City, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended. The Bonds will be issued in a principal amount not to exceed \$1,800,000, plus any premium received, and may be issued in one or more series. A draft copy of the Plan is on file with the City Administrator/City Clerk and is available for public inspection at City Hall during regular business hours.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5 percent of the votes cast in the last City general election, is filed with the City Administrator/City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator/City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

/s/

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



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 43-25 Set Date for Public Hearing - Establishment of Development District 22 and Adoption of a Development Program for Development District 22

Purpose:

Approve Resolution 43-25 to set the date for a Public Hearing to consider the establishment of Development District 22 and adoption of a Development Program for Development District 22.

Background:

The City Council approved a financing program to incent developers to develop single-family housing. For the program, the City would finance the hard surfacing of the streets, curb and gutter and sidewalks of a development for up to five years. Staff are currently working with a developer on such a program. In working with legal counsel, the best way to provide the financing is through a loan agreement. In order to provide a loan for a housing development, the City must establish a development district for the city where a public hearing is required. This resolution sets the public hearing for August 19th.

Budget Impact:

This public hearing is just to establish a development district to provide the incentive. A separate loan agreement will need to be approved by the City Council.

Staff Recommendation:

Staff recommends approval of this resolution setting the public hearing for August 19th.

Attachments:

1. Resolution 43-25 Set Date for Public Hearing - DD 22 and Development Program DD 22

RESOLUTION NO. 43-25

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED ESTABLISHMENT
OF DEVELOPMENT DISTRICT NO. 22 AND THE PROPOSED ADOPTION OF A
DEVELOPMENT PROGRAM FOR THE DEVELOPMENT DISTRICT RELATING
THERETO; AND THE PROPOSED APPROVAL OF A BUSINESS SUBSIDY

BE IT RESOLVED by the City Council (the "Council") of the City of Owatonna,
Minnesota (the "City"), as follows:

1. Public Hearing. This Council shall meet on August 19, 2025, at approximately 7:00 p.m., to hold a public hearing on the following matters: (a) the proposed establishment of Development District No. 22 and (b) the proposed adoption of a Development Program for Development District No. 22.

2. Notice of Hearing; Filing of Program and Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Program on file in the City Administrator's Office at City Hall and to make such copies available for inspection by the public.

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

Aye ___; No ___; Absent ___.

Approved and signed this ___ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST

Kris M. Busse, City Administrator/City Clerk

CITY OF OWATONNA
STEELE COUNTY
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Owatonna, Steele County, Minnesota, will hold a public hearing on August 19, 2025, at 7:00 p.m., at the City Hall, 540 West Hills Circle in the City of Owatonna, Minnesota (the "City"), relating to the proposed establishment of Development District No. 22 (the "Development District") and the proposed adoption of a Development Program (the "Development Program") for the Development District, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, inclusive, as amended. A copy of the Development Program is on file and available for public inspection at the office of the City Administrator at City Hall.

The initial boundaries of the Development District are proposed to be coterminous with the corporate boundaries of the City.

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

/s/ Kris Busse

City Administrator



CITY OF
OWATONNA

Miscellaneous



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Garbage/Refuse Hauler Permit - Junk Solutions LLC - Ellendale MN

Purpose:

Request Council approval of an application received from Tanner Nelson for a Garbage Hauler and Refuse Permit to do business as Junk Solutions, LLC of Ellendale.

Background:

City Code 117-02 requires a license to collect or haul garbage or other refuse for hire within the city, or hold themselves out as engaged in the business of collecting, hauling or disposing of garbage or other refuse, without a license from the Council. Licenses are not transferable.

Required insurance, payment of fees and background verification completed; Chief Mundale has no objections to issuance of this permit.

The city's Garbage Haulers and Refuse Permit is an annual permit which expires December 31st each year.

Budget Impact:

\$225 - \$50.00 License Application, \$100 for Background Verification and \$75 annual fee for Garbage Haulers & Refuse Permit.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: On-Sale Wine and 3.2% Malt Liquor License - Little Theatre of Owatonna, 560A Dunnell Drive

Purpose:

Request Council approval of applications received for On-Sale Wine and 3.2% Malt Liquor Licenses from the Little Theatre of Owatonna (LTO) at 560A Dunnell Drive. The application was received from LTO Board Member David Harinen.

Background:

LTO is the community theater located on the West Hills Campus in the Merrill Building which is owned by the city. Renovations were made to Merrill Hall last year and LTO acquired an additional leased space to use as a lobby/reception area. The premise area of these liquor licenses is only the lobby/reception area on the first floor across the hall from the theater entrance.

The Background Verification was completed and Chief Mundale has no objection to the issuance of this permit and license.

Budget Impact:

License Application Fee:	\$ 50.00
Background Verification	100.00
On-Sale Liquor License - 10 months	125.00 (\$12.50/month)
3.2% Malt Off-Sale License	<u>100.00</u>
Total Fees Collected:	\$375.00

Staff Recommendation:

Staff recommends approval to be effective September 1, 2025 for the remainder of the current license period which ends June 30, 2026.

Attachments:

None



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 2025 Street & Utility Project Change Order #1 - Wencil Construction, Inc.

Purpose:

Requesting City Council approval of Change Order #1 for the 2025 Street & Utility Project.

Background:

During the April 15th City Council Meeting, the 2025 Street & Utility Project was awarded to Wencil Construction Inc. of Owatonna, MN. The bid was \$1,809,585.40 (17%) under the Engineer's Estimate. Due to the lower than estimated project cost and the project being located near an area that needed additional watermain replacement, Owatonna Public Utilities requested that we add on utility work for 2nd Ave SW going from Oakdale Street south to Oakdale Lane. The sanitary sewer is also in need of replacement in this location. Wencil Construction agreed to add the work for a Change Order totaling an additional \$135,170.00.

Budget Impact:

The change order total is \$135,170.00 bringing the project cost to \$1,945,028.40 which is inline with the amount budgeted for the 2025 Street & Utility Project, and will be paid for with funds from OPU, the sanitary sewer fund, and the operating budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 25001 Change Order 1 - Wencil Construction
2. Wencil - 2nd Ave Prices

Change Order

No. 1

Date of Issuance: August 6, 2025

Effective Date: August 6, 2025

Project: 2025 Street & Utility Project

Owner: City of Owatonna

Owner's Contract No.: 25001

Contract:

Date of Contract: April 15, 2025

Wencl Construction, Inc

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Revised quantities for changes to storm sewer, watermain, and sanitary sewer additions, Updated

Plan Sheets reflecting the additions for 2nd Ave SE.

Attachments: (List documents supporting change):

Contractor prices for additional work

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,809,858.40.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$0.00

Contract Price prior to this Change Order:

\$1,809,858.40

Increase of this Change Order:

\$135,170.00

Contract Price incorporating this Change Order:

\$1,945,028.40

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): October 10, 2025

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): October 10, 2025

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): October 10, 2025

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): October 10, 2025

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Paul W. Wenzel
Contractor (Authorized Signature)

Date: 7/31/25

Date: _____



2nd Ave Project Proposal

Description	Unit	Estimated Total Qty	Price Per	Total Cost per Quantity
Excavation - Common (p)	CY	207	\$ 21.93	\$ 4,540.00
Subgrade Preparation	RDST	3	\$ 1,133.33	\$ 3,400.00
Aggregate Base Class 5	TON	376	\$ 31.06	\$ 11,680.00
Storm Drain Inlet Protection	EACH	2	\$ 400.00	\$ 800.00
Sediment Control Log Type Straw	LF	600	\$ 3.67	\$ 2,200.00
Common Topsoil Borrow	CY	43	\$ 29.30	\$ 1,260.00
Rapid Stabilization Method 3	ACRE	0.1	\$ 14,000.00	\$ 1,400.00
Remove Manhole (SAN)	EACH	1	\$ 900.00	\$ 900.00
Remove Sewer Pipe (SAN)	LF	350	\$ 3.14	\$ 1,100.00
8" PVC Pipe Sewer	LF	350	\$ 76.14	\$ 26,650.00
Sinitary Sewer Service	EACH	3	\$ 1,933.33	\$ 5,800.00
Connect to Existing Sanitary Sewer	EACH	1	\$ 1,900.00	\$ 1,900.00
Costing Assimby (SAN)	EACH	1	\$ 1,600.00	\$ 1,600.00
Const Drainage Structure DES 48-4020 SAN MH)	LF	9	\$ 444.44	\$ 4,000.00
Remove Hydrant	EACH	1	\$ 850.00	\$ 850.00
Remove Watermain	LF	360	\$ 3.89	\$ 1,400.00
Temporaty Water Service	LS	1	\$ 3,350.00	\$ 3,350.00
Connect to Existing Watermain	EACH	1	\$ 1,850.00	\$ 1,850.00
Hydrant	EACH	1	\$ 8,350.00	\$ 8,350.00
6" Gate Valve & Box	EACH	1	\$ 3,850.00	\$ 3,850.00
8" Gate Valve & Box	EACH	1	\$ 4,400.00	\$ 4,400.00
Water Service	EACH	3	\$ 2,700.00	\$ 8,100.00
6" PVC Watermain	LF	6	\$ 65.00	\$ 390.00
8" PVC Watermain	LF	424	\$ 65.80	\$ 27,900.00
Watermain Fittings	LB	361	20	\$ 7,500.00
				\$ 135,170.00



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 2025 CIP Overlay Change Order #1 - Crane Creek Asphalt

Purpose:

Requesting City Council approval of Change Order #1 for the 2025 CIP Overlay.

Background:

During the May 6th City Council Meeting, the 2025 CIP Overlay was awarded to Crane Creek Asphalt for a contracted price of \$463,857.69 (10% under the Engineer's Estimate of \$513,514.24). Since the bid was lower than the planned cost, the City proposed adding Ridgeview Place to the project. Crane Creek agreed to the addition for the price of \$30,697.25.

Budget Impact:

The change order total is \$30,697.25, bringing the project cost to \$494,554.94, which is inline with the amount budgeted for the 2025 CIP Overlay, and will be paid for with the current year bond issue.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 25007 Change Order 1 - Crane Creek Asphalt
2. Owatonna 2025 CIP Overlay - Ridgeview PL CO

Change Order

No. 1

Date of Issuance: August 6, 2025

Effective Date: August 6, 2025

Project: 2025 CIP Overlay

Owner: City of Owatonna

Owner's Contract No.: 25007

Contract:

Date of Contract: May 6, 2025

Crane Creek Asphalt (Div. of Mathy Construction)

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Addition of pavement quantities for adding Ridgeview PI to the contract.

Attachments: (List documents supporting change):

Crane Creek Asphalt Proposal for Ridgeview PI Addition

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$463,857.69

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$0.00

Contract Price prior to this Change Order:

\$463,857.69

Increase of this Change Order:

\$30,697.25

Contract Price incorporating this Change Order:

\$494,554.94

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): August 29, 2025

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): August 29, 2025

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): August 29, 2025

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): August 29, 2025

Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____



710 24th Street NW
Faribault, MN 55021
(507) 331-4116
www.ccasphalt.com
EOE, including disability/vets

To:	City of Owatonna	Contact:	Sean Murphy
Address:	540 West Hills Circle Owatonna, MN 55060	Phone:	(507) 444-4310
CO Name:	Addition Of Ridgeview Pl To Contract	Fax:	
Project Location:	NE Portion, Owatonna, MN	CO ID:	Ridgeview Pl
		CO Date:	4/30/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
220	Remove Bituminous Pavement	1,078.00	SY	\$4.50	\$4,851.00
230	Aggregate Base Class 5	108.00	TON	\$25.00	\$2,700.00
240	Fine Grade To Drain, Water & Compact Aggregate Base	1,078.00	SY	\$2.25	\$2,425.50
250	Bituminous Material For Tack Coat	75.00	GAL	\$0.01	\$0.75
260	Type SP 12.5 Wearing Course Mix (2;C)	259.00	TON	\$80.00	\$20,720.00

Total Bid Price: \$30,697.25

Notes:

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

Payment Terms:

Payment is due upon receipt of invoice.

By my signature herein I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Crane Creek Asphalt Authorized Signature: _____ Estimator: Wayne Gieseke (507) 251-5191 wayne.gieseke@ccasphalt.com
--	--



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #22 - Rice Lake Construction Group

Purpose:

Request City Council approval of Change Order #22 for the WWTF Expansion Project.

Background:

Work Change Directives (WCDs) address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #22 consists of eleven WCDs, for detailed information about the WCDs, contact the Engineering Department:

- 140 - Existing Exterior Wall Refinish
- 142 - RWC Pump Connections
- 144 - MBR and DTC HVAC Modifications
- 148 - Admin Sidewalk Modifications
- 150 - DTC Pipe Modifications
- 151 - FO 46 Biogas Odorizer Wiring
- 155 - Classified Overhead Door Operator
- 156 - Digester 1 Fluidizing Line Replacement
- 157 - FO 47 - TSS Sensor Modifications
- 158 - Admin Cabinet Credit
- 159 - DTC Coating Credit

Budget Impact:

Change Order 22 will increase cost by \$36,004.63, to be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #22 - Rice Lake Construction Group

CHANGE ORDER NO. 22

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 8/6/2025 Effective Date of Change Order: 8/6/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Work Change Directives Nos. 140, 142, 144, 148, 150, 151, 155-159.

Attachments:

WCD Log – 7-29-2025. Change Order Log – 7-29-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 21: \$ 2,916,322.25	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 21: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: \$ 58,636,922.25	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] [Decrease] this Change Order: \$ 36,004.63	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 58,672,926.88	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svenes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 7/29/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 140

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 7/21/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Existing Exterior Wall Refinish

Attachments:

WCD #140 Proposal.

Purpose for the Work Change Directive:

There was an existing exterior wall that is now being used as an interior wall of the DTC addition in the biogas treatment room. The plans show the wall was to remain with a brick finish. Part of the brick needed to be removed to construct the building addition. The brick could not be salvaged, and to provide a better interior finish, three options were provided. The option to grind the existing masonry, apply a product to smooth the wall, and then finish with paint was chosen.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$19,164.39 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/21/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

4/16/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP# 140

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment to remove the existing masonry veneer and provide three finishing options at the proposed interior wall in the gas purification room of the DTC.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 4/17/2025

WCD #: 140

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

Option #1: Grind Wall and Coat (Wall will still look rough and will not be perfect)

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Remove Masonry Veneer	1.00	LS		40.00	\$ 90.00	\$3,600.00	\$ -	\$0.00	\$ -	\$ 450.00		\$4,050.00
Grind and Prep Wall for Coating	1.00	LS		8.00	\$ 90.00	\$720.00	\$ -	\$0.00	\$ -	\$ -		\$720.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Wall Coating - Fresh Blast				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 3,590.00	\$ -		\$3,590.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 216.00
Sales Tax	1.00	ea	7.375%									\$ -
Totals				48.00		\$4,320.00		\$0.00	\$ 3,590.00	\$ 450.00		\$8,576.00
Rice Lake Mark-up on Subs (5%)												\$ 179.50
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ 715.50
Bond Cost (1%)												\$ 94.71
RLCG Overhead (6%)												\$ 573.94
Total Change Order Proposal Request												\$10,139.65

Work Days Requested 2.0

Option #2: Prep & Patch with Rub Finish then Coat Wall (Wall may crack in future due to existing conditions outside of RL's control)

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Remove Masonry Veneer	1.00	LS		40.00	\$ 90.00	\$3,600.00	\$ -	\$0.00	\$ -	\$ 450.00		\$4,050.00
Grind and Prep Wall	1.00	LS		8.00	\$ 90.00	\$720.00	\$ -	\$0.00	\$ -	\$ -		\$720.00
Patch and Rub Wall	1.00	LS		72.00	\$ 90.00	\$6,480.00	\$534.10	\$534.10	\$ -	\$ -		\$7,014.10
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Wall Coating - Fresh Blast				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 3,590.00	\$ -		\$3,590.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 540.00
Sales Tax	1.00	ea	7.375%									\$ 39.39
Totals				120.00		\$10,800.00	\$534.10	\$534.10	\$ 3,590.00	\$ 450.00		\$15,953.49
Rice Lake Mark-up on Subs (5%)												\$ 179.50
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ 1,767.62
Bond Cost (1%)												\$ 179.01
RLCG Overhead (6%)												\$ 1,084.78
Total Change Order Proposal Request												\$19,164.39

Work Days Requested 3.0

Option #3: 4" Masonry Grey Block Veneer Coated

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Install 4" Masonry Veneer	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 46,968.43	\$ -		\$46,968.43
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Wall Coating - Fresh Blast				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 3,590.00	\$ -		\$3,590.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ -
Sales Tax	1.00	ea	7.375%									\$ -
Totals				0.00		\$0.00		\$0.00	\$ 50,558.43	\$ -		\$50,558.43
Rice Lake Mark-up on Subs (5%)												\$ 2,527.92
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ -
Bond Cost (1%)												\$ 530.86
RLCG Overhead (6%)												\$ 3,217.03
Total Change Order Proposal Request												\$56,834.25

Work Days Requested 5.0



Fresh Blast Inc.
11160 Hudson Blvd N, Ste 355
Lake Elmo, MN 55042

Office: 651-447-2218

Date: 4/4/2025

We are pleased to submit a proposal for the following project:

Owatonna MN WWTF Upgrade and Expansion

For the following sections:

DTC wall – exterior wall becoming interior wall

Our Proposal is for:

Three thousand, five hundred ninety dollars.

\$3,590.00

Plans dated: N/A

Addenda: N/A

Unit Prices: None

Allowances: None

Alternates: None

OUR BASE BID INCLUDES:

1. Addition of block wall in DTC that was not originally included in scope, with System 10.
2. Minor block fill/repair as needed. Rice Lake to perform any significant grinding/smoothing/block replacement or refacing as necessary.
3. MN Prevailing wages for Heavy/Highway construction projects per original bid date.
4. Labor, Materials, Equipment, Sales Tax, & Travel/Mobilization.

OUR BASE BID DOES NOT INCLUDE:

1. Any bonds required by Owner or GC.
2. Temp heat—indirect, externally-vented temp heat to be provided by GC or Owner if needed.

OTHER BID NOTES:

1. All paint systems included in this bid will be Sherwin-Williams products. Where factory/shop priming is required by spec, please ensure manufacturers are using the appropriately compatible Sherwin-Williams primer.

SETTING THE STANDARD. BETTER BLASTING. PERIOD.



ON ACCOUNT



686 - WC St Paul MN (BW)
2575 Kasota Avenue
St Paul, MN, 55108
(651) 647-0950

QUOTE

65439825

THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS

Sold To: 153024000
RICE LAKE CONSTRUCTION GROUP
PO BOX 517
DEERWOOD, MN, 56444
218-546-5519

Ship To : RICE LAKE CONTRACTING-OWATONNA,10004291064
1150 INDUSTRIAL ROAD
OWATONNA, MN, 55060
Job Site Contact: MIKE HOISINGTON
Job Site Phone: 612-702-1262
Map #:

10:07 AM

Ordered By: MIKE HOISINGTON

Contact Phone: 612-7021262

Quote Number		Quote Date	Valid Until	Request Date		Sales Person	
65439825		04/16/2025	05/16/2025			Simpson, A	
Terms		Shipping Method	Quote Name	Customer PO		Created By	
N10THPROX		2. Our Truck		Quote		Persaud, S	
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount	
	H/M			Unit WT	COO		
10	171TSSG50	SIKATHOROSEAL 581 GREY BAG 50LB SIKA CORP	10	BAG 51 LBS	\$53.41	\$534.10	

Shipped amount	\$534.10
Order charges	\$0.00
Tax amount	\$39.39
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$573.49

14-Apr-25

MASONRY**CMU Veneer Repair-DTC****Owatonna WWTF**

Owatonna, MN

MATERIAL**LABOR**

CREW	RATE
1BLF	2025
2BL	
1L	
1OP	3322

	QTY	PRICE	TOTAL		DAY	QTY	
4reg	802	2.05	1644	set up		1	3322
8reg	75	2.46	185	install cmu	100	922	12762
halves	45	2.05	92	misc remodel		5	16610
mortar	922	0.68	627				
grout	1	240	240				
ties	448	1.78	797				
accessorie	1	400	400				
delivery	1	600	600				
patching	1	400	400				
			0				
			0				
			0				
			0				
			\$ 4,985.25				32694
		tax	\$ 424.99				
TOTAL			\$ 5,410				\$ 32,694.02

Owatonna WWTF

MATERIAL	\$ 5,410.24	DURATION	10 DAYS
MISC.MATERIAL	\$ 216.41		
LABOR	\$ 32,694.02		
MISC.LABOR	\$ 1,307.76		
SUBSISTENCE	\$ 4,000.00		
SUPER-ALLOCATION	\$ 800.00		
TOOL-ALLOCATION	\$ 640.00		
TOOLS & SUPPLIES	\$ 400.00		
TRUCK	\$ 300.00		
F.O.G	\$ 1,200.00		

COST	\$ 46,968.43	←
14.00%	\$ 6,000.00	18%
BID	\$ 52,968.43	
BOND	\$ 325.76	
TOTAL	\$ 53,294.19	
UNION		
TOTAL	\$ 53,294.19	

WORK CHANGE DIRECTIVE NO.: 142

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/21/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

RWC Pump Connections

Attachments:

WCD #142 Proposal.

Purpose for the Work Change Directive:

There were additional fittings required that were not identified on the plans to install new pumps that tie into existing piping in the RWC. There was also a credit offered for not installing a valve due to the changes that were identified in WCD No. 141.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$12,146.03 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/21/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

6/2/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#142

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the changes made in the field in the RWC including:

- **Offset Fine Screen RAS Line**
- **SSRSP Pipe modifications to accommodate new pumps**
- **Lower WAS Pumps for better drainage**
- **Credit for SSRSP-KGV1 (reuse existing)**

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 6/2/2025

WCD #: 142

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Offset Fine Screen RAS Line	1.00	LS		10.00	\$ 90.00	\$900.00	\$ -	\$0.00	\$ -	\$ 356.25		\$1,256.25
SSRSP Pipe Modifications for New Pumps (had to modify existing piping due to lay length changes from old pumps)	1.00	LS		28.00	\$ 90.00	\$2,520.00	\$ -	\$0.00	\$ -	\$ 862.50		\$3,382.50
Lower WAS Pumps to drain WAS Tank better (Filler Flange & Lowering Pump)	1.00	LS		12.00	\$ 90.00	\$1,080.00	\$ -	\$0.00	\$ -	\$ 412.50		\$1,492.50
Credit for not installing SSRSP-KGV1 (assumed to be reusing existing?)	1.00	LS		-15.00	\$ 90.00	(\$1,350.00)	\$ -	\$0.00	\$ -	\$ (346.88)		(\$1,696.88)
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Pipe & Fittings - Plant & Flanged	1.00	LS		0.00	\$ 90.00	\$0.00	4,974.90	\$4,974.90	\$ -	\$ -		\$4,974.90
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 157.50
Sales Tax	1.00	ea	7.375%									\$ 366.90
Totals				35.00		\$3,150.00		\$4,974.90	\$ -	\$ 1,284.38		\$9,933.67
												\$ -
												\$ 1,411.39
												\$ 113.45
												\$ 687.51
Total Change Order Proposal Request												\$12,146.03

Work Days Requested 2.0

Rice Lake Construction Group
Job # 2214
Vendor Plant & Flanged
PO # 2214-S15001
CMT #14832 TAX
CMT #14833 EXEMPT 2214-S15004

CN #	QTY	Qty. Change	Revised Total Qty	Area	Dia	Description	Quoted Unit	Quoted Total	Billed-Added Unit Price	Billed-Added Unit Total	Difference	Revised Total updated	Invoice Number	Invoice Entry Date	Release Date	Backor der	Delivered to Site	By Othe rs	Tax Exe mpt	Change Order	Notes
613.01		2	2		8	8" 45 Bend (offset added)		\$ -	\$ 468.45	\$ 936.90	\$ 936.90	\$ 936.90	0088152-IN	4/23/2025	3/27/2025						NO BID
642.01		1	1		8	8" Filter Flange DIP 0'-2"		\$ -	\$ 462.00	\$ 462.00	\$ 462.00	\$ 462.00	0088374-IN	5/22/2025	3/27/2025						
642.02		1	1		6	6" Filter Flange DIP 0'-1 1/2"		\$ -	\$ 336.00	\$ 336.00	\$ 336.00	\$ 336.00	0088374-IN	5/22/2025	3/27/2025						
642.03		1	1		8	8" Filter Flange DIP 0'-1 3/4"		\$ -	\$ 462.00	\$ 462.00	\$ 462.00	\$ 462.00	0088374-IN	5/22/2025	3/27/2025						
642.04		1	1		8	8" Filter Flange DIP 0'-1"		\$ -	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	0088374-IN	5/22/2025	3/27/2025						
642.05		1	1		6	6" Filter Flange DIP 0'-3/4"		\$ -	\$ 187.00	\$ 187.00	\$ 187.00	\$ 187.00	0088374-IN	5/22/2025	3/27/2025						
642.06		12	12		8	8" X 1/8" Full Face Rubber Gaskets		\$ -	\$ 50.00	\$ 600.00		\$ 600.00			3/27/2025						
668.01		1	1		8	8" FL X FL DIP 2'-4 1/4"			\$ 770.50	\$ 770.50	\$ 770.50	\$ 770.50	0088374-IN	5/22/2025	3/27/2025						
668.02		1	1		8	8" FL X FL DIP 2'-4 3/4"			\$ 770.50	\$ 770.50	\$ 770.50	\$ 770.50	0088374-IN	5/22/2025	3/27/2025						
668.03		4	4		6	6" X 1/8" Full Face Rubber Gaskets			\$ 50.00	\$ 200.00		\$ -			3/27/2025						

\$ 4,974.90

WORK CHANGE DIRECTIVE NO.: 144

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/21/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

MBR and DTC HVAC Modifications

Attachments:

WCD #144 Proposal. Field Order No. 44.

Purpose for the Work Change Directive:

This change is to add a vent for the RAS air release valve in the MBR to prevent the gases released from this valve from corroding the air compressor equipment in the same room. This change also revises the duct work in the DTC basement level pump room.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$4,463.92 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/21/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

4/21/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#144

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the change in scope detailed in Field Order No 44 modifying the HVAC ductwork in the MBR.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 5/19/2025

WCD #: 144

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
MBR HVAC Modifications - Chappell Central Inc	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 3,971.00	\$ -		\$3,971.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ -
Sales Tax	1.00	ea	7.375%									\$ -
Totals				0.00		\$0.00		\$0.00	\$ 3,971.00	\$ -		\$3,971.00
Rice Lake Mark-up on Subs (5%)												\$ 198.55
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ -
Bond Cost (1%)												\$ 41.70
RLCG Overhead (6%)												\$ 252.67
Total Change Order Proposal Request												\$4,463.92

Work Days Requested 1.0



Chappell Central, Inc. 1950 Trott Avenue SW
Willmar, MN 56201
(320)235-2151

DATE: 4/21/2025

CHAPPELL CENTRAL
MECH RQST #
Field Order NO. 44
OWNER PROJECT 0
ARCH PROJECT 0
FILE 0

PROJECT: Owatonna WWTP
LOCATION: Owatonna, MN

DESCRIPTION OF CHANGE: Field Order #44: Connect PVC duct from Compressor Room to EF-13 ductwork.

BASE LABOR	\$ 118.00	24 HRS	\$ 2,832.00
UNEMPLOYMENT TAXES INS			
SUPERVISION			
SAFETY & CLEAN-UP			
SMALL TOOLS			
MATERIAL HANDLING			
SUBS/ MILEAGE / VEHICLE			
LABOR SUBTOTAL			\$ 2,832.00

SUBCONTRACTOR:	
TOTAL MATERIALS	
4" PVC duct and fittings	\$ 725.00
SUBTOTAL	
	\$ 725.00

SPECIAL NOTATIONS & / OR EXCLUSIONS:
1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS
OR PER PROJECT SCHEDULE.
3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

SUBTOTAL MATERIAL & LABOR \$ 3,557.00
10% P. & O. \$ 356.00
5% P. & O. (Subcontractor)
STATE SALES TAX \$ 58.00

TOTAL THIS REQUEST \$ 3,971.00 ADD

FIELD ORDER NO.: 44

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:	4/8/2025	Effective Date of Field Order:	4/8/2025

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Drawing(s) / Details (s): MBR-M104, DTC-M101, DTC-M110

Description:

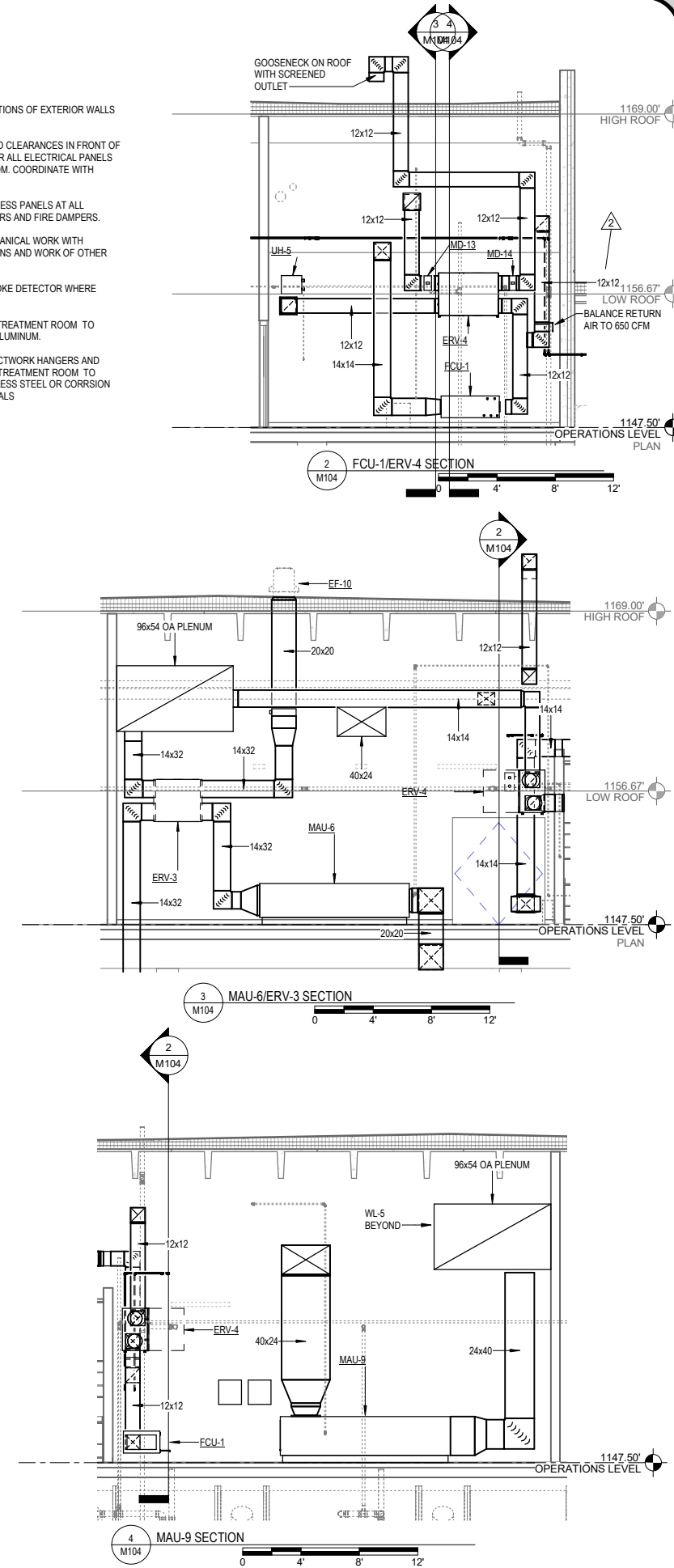
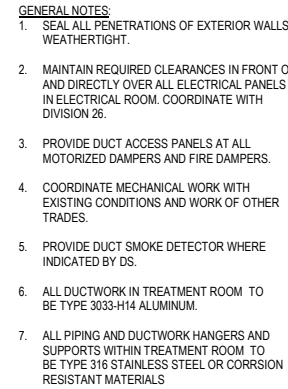
- Install vent from RSP-ARV1 in MBR Air Compressor Room 202 to EF-13 ductwork in MBR Chemical Bulk Storage Room 105.
- Revise ductwork plan for DTC Basement Level Pump Room.

Attachments:

MBR-M104, DTC-M101, DTC-M110

Issued by Engineer

By: Jennifer Svennes
Title: Lead Process Engineer
Date: 4/8/2025



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

SIGNATURE: Zachary C. Thompson

TYPED NAME: ZACHARY C. THOMPSON

MARCH 18, 2022 REG. NO. #57835

KFI
ENGINEERS

670 County Road B West
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

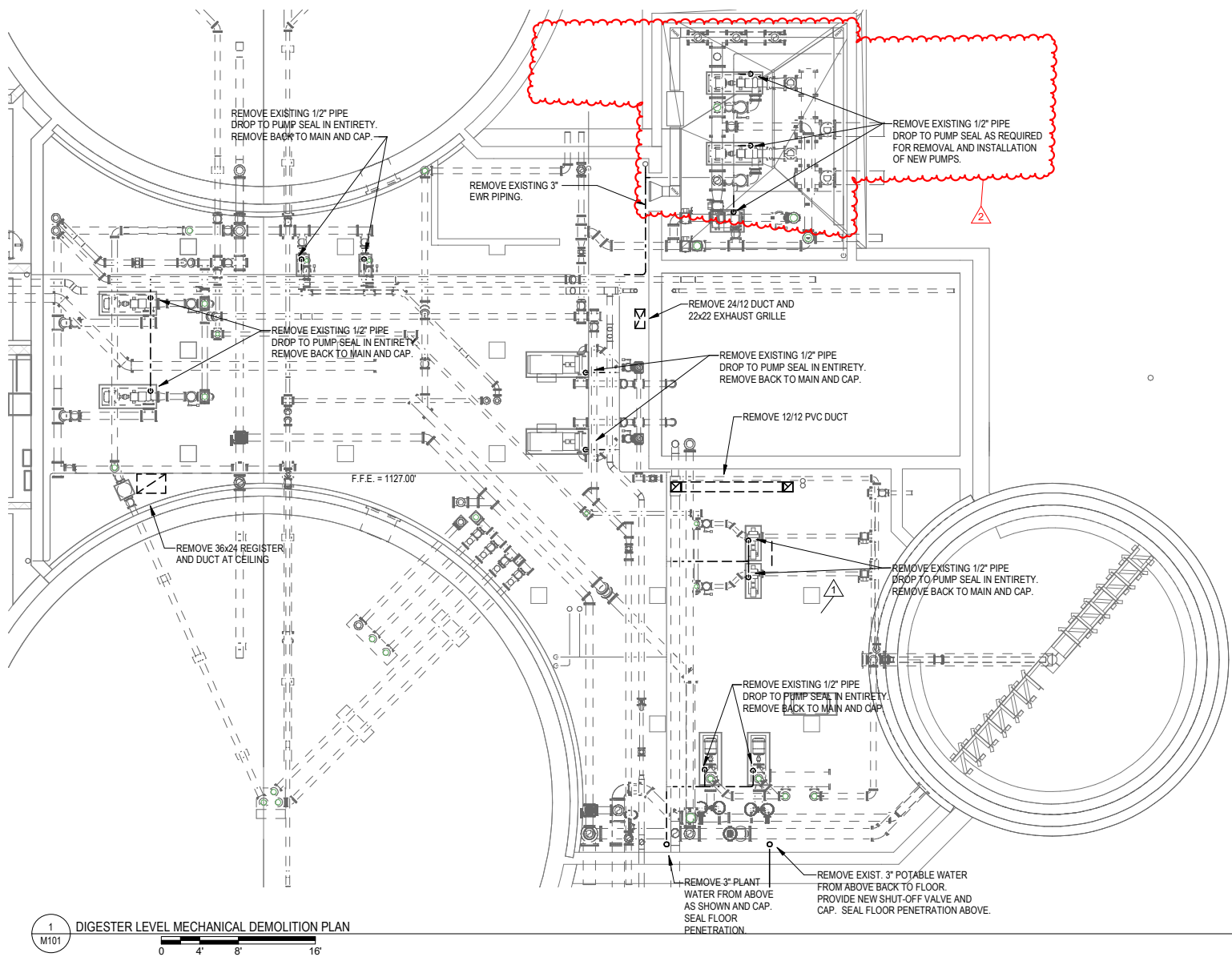
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

OWATONNA WWTF IMPROVEMENTS
CITY OF OWATONNA
OWATONNA, MN
OPERATIONS LEVEL HVAC PLAN



OPERATIONS LEVEL HVAC PLAN

DRAWING TYPE	CONSTRUCTION
PREPARED BY	SRS
CHECKED / APPROVED	DAS / ZCT
DATE	MAY 2022
PROJECT NUMBER	05184-2020-001
FACILITY	MBR
DRAWING	M104



1 DIGESTER LEVEL MECHANICAL DEMOLITION PLAN
M101

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

SIGNATURE: *Zachary C. Thompson*

TYPED NAME: ZACHARY C. THOMPSON

MARCH 18, 2022 REG. NO. #57835

KFI ENGINEERS
670 County Road B West
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com



OWATONNA WWTF IMPROVEMENTS PROJECT
CITY OF OWATONNA
OWATONNA, MN

DIGESTER GALLERY LEVEL MECHANICAL DEMOLITION PLAN

DRAWING TYPE
CONSTRUCTION

PREPARED BY
SRS

CHECKED / APPROVED
DAS / ZCT

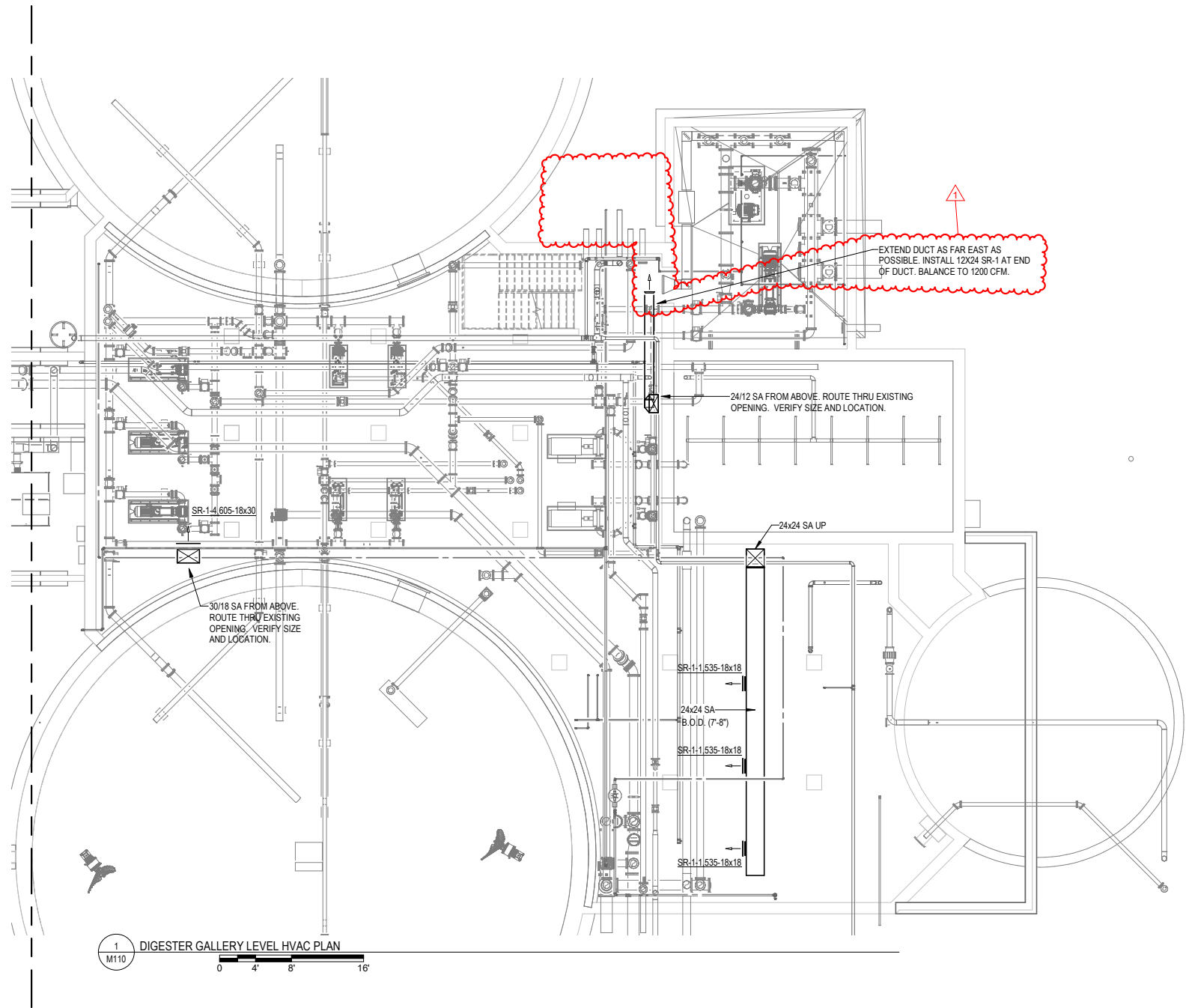
DATE
MAY 2022

PROJECT NUMBER
05184-2020-001

FACILITY
DTC

DRAWING
M101

SYM	DATE	DESCRIPTION	APPR
2	03-19-25	FOH44	ZCT
1	08-22-23	FOH19	ZCT



- GENERAL NOTES:
1. SEAL ALL PENETRATIONS OF EXTERIOR WALLS WEATHERTIGHT.
 2. MAINTAIN REQUIRED CLEARANCES IN FRONT OF AND DIRECTLY OVER ALL ELECTRICAL PANELS IN ELECTRICAL ROOM. COORDINATE WITH DIVISION 26.
 3. PROVIDE DUCT ACCESS PANELS AT ALL MOTORIZED DAMPERS AND FIRE DAMPERS.
 4. COORDINATE MECHANICAL WORK WITH EXISTING CONDITIONS AND WORK OF OTHER TRADES.

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

SIGNATURE: *Zachary C. Thompson*

TYPED NAME: ZACHARY C. THOMPSON

MARCH 18, 2022 REG. NO. #57835

KFI ENGINEERS
670 County Road B West
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

OWATONNA WWTF IMPROVEMENTS PROJECT
CITY OF OWATONNA
OWATONNA, MN
DIGESTER GALLERY LEVEL HVAC PLAN

DRAWING TYPE	CONSTRUCTION
PREPARED BY	SRS
CHECKED / APPROVED	DAS / ZCT
DATE	MAY 2022
PROJECT NUMBER	05184-2020-001
FACILITY	DTC
DRAWING	M110

SYM	DATE	DESCRIPTION	ZCT	APPR
1	03-19-25	FOH44		

WORK CHANGE DIRECTIVE NO.: 148

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Sidewalk Modifications

Attachments:

WCD #148 Proposal.

Purpose for the Work Change Directive:

The sidewalk on the west side of the Admin building was revised to replace additional sidewalk area by the entrance to the Admin garage.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$3,663.46	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

6/02/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#148

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the owner requested changes to the sidewalk around the Administration Building. On 5/21 the City requested the sidewalk be modified after RL had already graded and installed the formwork.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 6/2/2025

WCD #: 148

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Grading, Forming & Prep - Area was ready to be poured then changed	1.00	LS		20.00	\$ 90.00	\$1,800.00	\$ 125.00	\$125.00	\$ -	\$ 175.00		\$2,100.00
Sidewalk Removed	-1037.00	SF		-31.00	\$ 90.00	(\$2,790.00)	\$ 3.33	(\$3,453.21)	\$ -	\$ (750.00)		(\$6,993.21)
Added Sidewalk	1099.00	SF		36.00	\$ 90.00	\$3,240.00	\$ 3.33	\$3,659.67	\$ -	\$ 850.00		\$7,749.67
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 112.50
Sales Tax	1.00	ea	7.375%									\$ 24.45
Totals				25.00		\$2,250.00		\$331.46	\$ -	\$ 275.00		\$2,993.41
Rice Lake Mark-up on Subs (5%)												\$ -
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ 428.47
Bond Cost (1%)												\$ 34.22
RLCG Overhead (6%)												\$ 207.37
Total Change Order Proposal Request												\$3,663.46

Work Days Requested 1.0

WORK CHANGE DIRECTIVE NO.: 150

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

DTC Pipe Modifications

Attachments:

WCD #150 Proposal.

Purpose for the Work Change Directive:

This change is to replace the Digester Sludge Transfer Pump transitions so they can fit in the existing space as designed. There is also blower piping that was shown to be rerouted through the lower level of the DTC that does not need to be rerouted so the scope has been removed from the project.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,594.19 ~~[increase] [decrease] [not yet estimated].~~

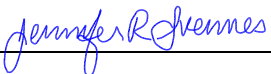
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/21/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#150

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the stainless steel re-route shown on plan page DTC-P110 which has been determined that the re-route is not needed. Also included is replacing the pump transfers for pumps DSTP1-3 due to the lay length of the pump being too long to fit as designed. The 3rd item included is the fittings relocation & modification attached as back up. All spools and fittings were used in the changed above outside of 1ea 8" filler flange being removed from the scope and 2ea 8" mega-flanges being added to make this all work.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/21/2025

WCD #: 150

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Stainless Steel Re-route (Material not returnable)	-1.00	LS		-120.00	\$ 90.00	(\$10,800.00)	\$ -	\$0.00	\$ -	\$ (750.00)		(\$11,550.00)
Pump Transfer Replacement (Vessco) & Pipe Layouts	1.00	LS		20.00	\$ 90.00	\$1,800.00	\$ 12,441.00	\$12,441.00	\$ -	\$ 125.00		\$14,366.00
Discharge Pipe Modifications (Plant & Flanged)	1.00	LS		0.00	\$ 90.00	\$0.00	\$ 397.50	\$397.50	\$ -	\$ -		\$397.50
Coating Credit (Fresh Blast)	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ (485.00)	\$ -		(\$485.00)
Insulation Credit (Elite Insulation)	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ (1,200.00)	\$ -		(\$1,200.00)
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ (450.00)
Sales Tax	1.00	ea	7.375%									\$ 946.84
Totals				-100.00		(\$9,000.00)		\$12,838.50	\$ (1,685.00)	\$ (625.00)		\$2,025.34
												\$ (84.25)
												\$ 482.03
												\$ 24.23
												\$ 146.84
Total Change Order Proposal Request												\$2,594.19

Work Days Requested 0.0



RE: Owatonna Digested Sludge Pumps Layout

From Kayla Kise <kkise@vessco.com>

Date Wed 6/4/2025 2:05 PM

To Jaime Barry <jaime_barry@ricelake.org>; Darren Nathan <darren_nathan@ricelake.org>

Cc Matt Madson <mmadson@vessco.com>

 1 attachment (832 KB)

IB2509148-VX186-260Q new.pdf;

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jaime,

We finally received a quote from Vogelsang moments ago. Attached is a drawing of the parts. We were quoted \$4,147 per pump (\$12,441 for three pumps). They gave us a five week lead time. I asked if we can get them shipped any sooner, as we were hoping for a 2-3 week delivery. No response yet, but I wanted to get this info in your hands as soon as possible. I've also asked if we can return the gooseneck fittings (I haven't had luck doing this in the past, but I wanted to double check).

I'll let you know the moment I hear back on lead time.

Thank you,

Kayla Kise | Vice President

w: 952-314-0632 | kkise@vessco.com

8217 Upland Circle, Chanhassen, MN 55317

Vessco Inc. | [Celebrating Over 45 Years of Clean Water](#)



From: Jaime Barry <jaime_barry@ricelake.org>

Sent: Wednesday, June 4, 2025 10:59 AM

To: Darren Nathan <darren_nathan@ricelake.org>; Kayla Kise <kkise@vessco.com>

Subject: Re: Owatonna Digested Sludge Pumps Layout

Kayla,

Have you received this yet?

Fw: Owatonna mega flanges

DN

Darren Nathan<darren_nathan@ricelake.org>

To: Jaime Barry

Thu 6/5/2025 3:22 PM

Start reply with: I think we should do it. Thank you! Got it, thanks!

See Dustin's quote



Darren Nathan
22360 County Rd. 12 PO Box 517
Deerwood, MN 56444

Cell 218-429-2422
darren_nathan@ricelake.org

ricelake.org

From: Dustin Bremness <db@plantandflanged.com>
Sent: Thursday, June 5, 2025 1:31:31 PM
To: Darren Nathan <darren_nathan@ricelake.org>
Subject: RE: Owatonna mega flanges

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1 – 8” x 5/8” filler flange blk rpx \$312.50 ea
2 – 8” mega-flange \$355.00 ea

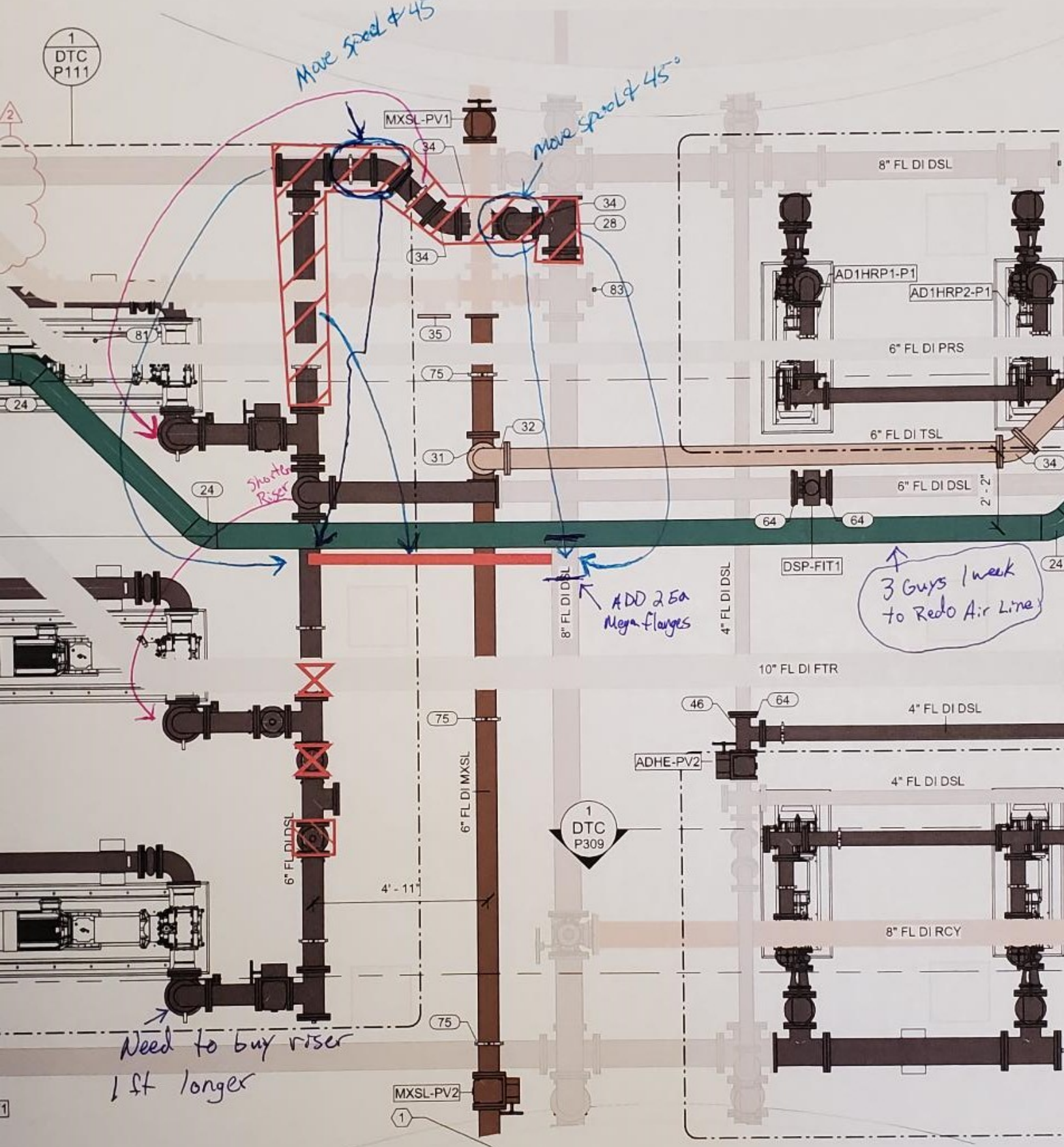
Fob plant and flanged
Plus freight
Plus tax

Thank you,

Dustin Bremness



PLANT AND FLANGED EQUIPMENT, LLC
Phone: (763) 762-4960
Cell: (651) 338-5759
Fax: (763) 792-3876
Email: db@plantandflanged.com





Mechanical Insulation Contractor

June 10, 2025

EI-848 U

To: Rice Lake Construction Group
Attn: Jaime Barry
Project: Owatonna WWTF Upgrade and Expansion
Re: Blower Offset Removal

Jaime,

To eliminate pipe insulation on the 8" ALP on drawing DTC P110

Material deduct:	\$	(700.00)
Labor deduct:	\$	(500.00)
Total deduct:	\$	(1,200.00)

All qualifications per base contract apply.

Tom Black - Senior Estimator/Project Manager

24132 MN HWY 22 LITCHFIELD, MN 55355 O: 320-693-2193 F:320-693-9167
ELITEINSULATIONINC.COM



Fresh Blast Inc.
11160 Hudson Blvd N, Ste 355
Lake Elmo, MN 55042

Office: 651-447-2218

Date: 6/10/2025

We are pleased to submit a proposal for the following project:

Owatonna MN WWTF Upgrade and Expansion

For the following sections:

Changes to DTC piping

Our Proposal is for:

Four hundred eighty-five dollars, deduct.

\$(485.00)

Email dated: 6/6/25

Addenda: N/A

Unit Prices: None

Allowances: None

Alternates: None

OUR BASE BID INCLUDES:

1. Changes to DTC piping - removal of circled piping from scope. No changes to paint systems.
2. MN Prevailing wages for Heavy/Highway construction projects per original bid date.
3. Labor, Materials, Equipment, Sales Tax, & Travel/Mobilization.

OUR BASE BID DOES NOT INCLUDE:

1. Any bonds required by Owner or GC.
2. Temp heat—indirect, externally-vented temp heat to be provided by GC or Owner if needed.

OTHER BID NOTES:

1. All paint systems included in this bid will be Sherwin-Williams products. Where factory/shop priming is required by spec, please ensure manufacturers are using the appropriately compatible Sherwin-Williams primer.

SETTING THE STANDARD. BETTER BLASTING. PERIOD.

WORK CHANGE DIRECTIVE NO.: 151

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

FO 46 Biogas Odorizer Wiring

Attachments:

WCD #151 Proposal. Field Order No. 46.

Purpose for the Work Change Directive:

This change is to add communication circuits for the biogas odorizer equipment.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$10,185.43 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/1/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#151

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the change in scope detailed in Field Order No 46.

Description:

Three circuits are required to be added for the biogas odorizer skid in total. One power circuitry which provides 120V/20A circuit from DTC-LP2. One Cat6 Ethernet circuit from DTC-RCP1 connecting the ethernet patch panel in DTC-RCP1 to the OPU odorizer skid. One twisted shielded pair 4-20mA signal cable directly from the product gas flow meter to the OPU biogas odorizer skid.

Attachments:

DTC-E117, DTC-E119, DTC-E607, DTC-E615, DTC-E616

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/1/2025

WCD #: 151

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
FO 46 Additional Conduit and Wiring - Killmer	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 9,060.72	\$ -		\$9,060.72
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ -
Sales Tax	1.00	ea	7.375%									\$ -
Totals				0.00		\$0.00		\$0.00	\$ 9,060.72	\$ -		\$9,060.72
Rice Lake Mark-up on Subs (5%)												\$ 453.04
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ -
Bond Cost (1%)												\$ 95.14
RLCG Overhead (6%)												\$ 576.53
Total Change Order Proposal Request												\$10,185.43

Work Days Requested 2.0

Industrial
Commercial
Underground



5141 Lakeland Avenue North
Crystal, Minnesota 55429
Telephone: (763) 425-2525
Fax: (763) 424-1258

July 1, 2025

Mr. Jaime Barry
Rice Lake Construction Group

Re: Owatonna WWTF Improvements
1150 Industrial Rd
Owatonna, MN 55060

Dear Jaime,

Killmer Electric Company proposes to the following change to our contract for the subject project:

Field Order 46 – RTC Gas Odorizer Skid wiring (Correction)

KEC pricing and breakout below is in response to Field Order 46. Additional Conduit and wiring as needed per Field Order.

Field Order 46 - Odorizer Skid wiring						
	QTY	Mat unit	Mat total	Labor unit	Total labor	
3/4" Rigid	220	4.25	\$935.00	0.065	14.3	
Seal Offs	8	22.5	\$180.00	1	8	
Mini ex and backfill	60	1	\$60.00	0.1	6	
3/4" Sch 80 PVC	150	2.15	\$322.50	0.045	6.75	
CAT 6 600volt Shielded	150	3.35	\$502.50	0.014	2.1	
2/c #16	100	0.988	\$98.80	0.012	1.2	
Flow Meter Term	1	38	\$38.00	2	2	
Skid Terms	1	68	\$68.00	4	4	
#12 THHN	450	0.242	\$108.90	0.0065	2.925	
		Totals	\$2,313.70		47.275	
		Tax	\$170.64	114.11/hr	\$5,394.55	
			\$2,484.34		\$5,394.55	\$7,878.89
				Mark-Up	15%	\$1,181.83
					Total	\$9,060.72

Total Cost Add: \$9,060.72

Please call with any questions or comments.

Regards,

Matthew Pettit
Project Manager

An Equal Opportunity Employer



FIELD ORDER NO.: 46

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:	6/27/2025	Effective Date of Field Order:	6/27/2025

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Description:

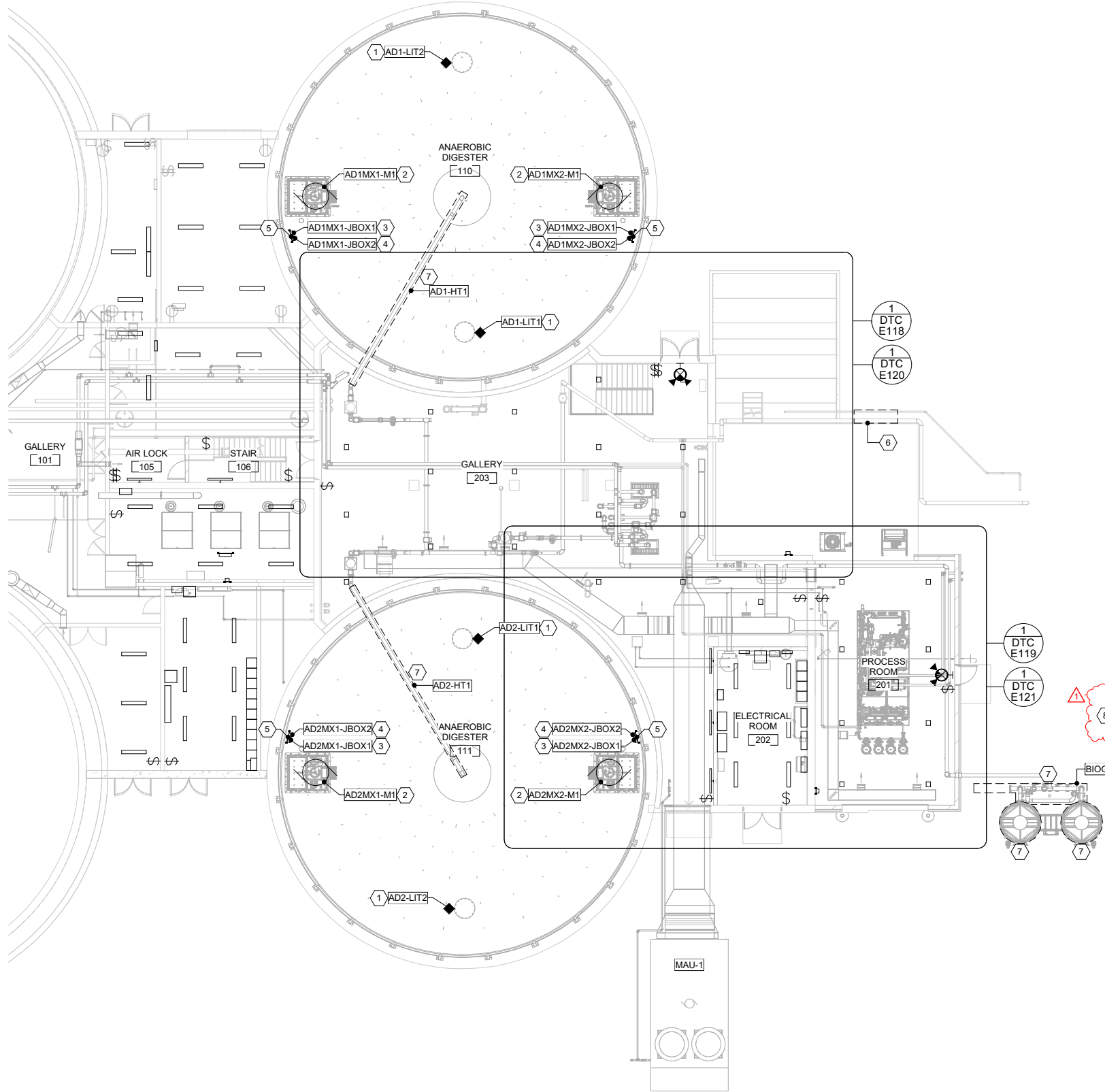
Three circuits are required to be added for the biogas odorizer skid in total. One power circuitry which provides 120V/20A circuit from DTC-LP2. One Cat6 Ethernet circuit from DTC-RCP1 connecting the ethernet patch panel in DTC-RCP1 to the OPU odorizer skid. One twisted shielded pair 4-20mA signal cable directly from the product gas flow meter to the OPU biogas odorizer skid.

Attachments:

DTC-E117, DTC-E119, DTC-E607, DTC-E615, DTC-E616

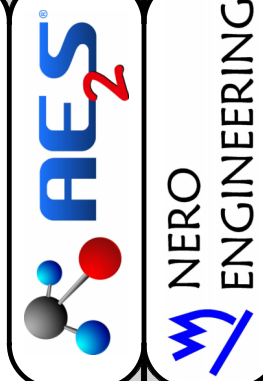
Issued by Engineer

By: Jennifer Svennes
Title: Lead Process Engineer
Date: 6/27/2025



1 DTC E117 **UPPER GRADE LEVEL - ELECTRICAL OVERALL PLAN** 

- GENERAL NOTES**
- SEE SHEET GENE001 FOR GENERAL NOTES.
 - ALL TAG NAMES TO BE PRECEDED BY "DTC-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).
 - SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE WITH ALL CIRCUITING REQUIREMENTS.
- CONSTRUCTION NOTES**
- RADAR LEVEL TRANSDUCER (40 72 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT RADAR LEVEL TRANSDUCER AS PER THE 'CHEMICAL TANK RADAR LEVEL TRANSDUCER MOUNTING DETAIL' FOUND WITHIN THE 'SD' SHEETS.
 - DIGESTER MIXER (46 41 41) PROVIDED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR TO WIRE AS PER THE MANUFACTURER'S DRAWINGS.
 - NEMA 7 JUNCTION BOX (480VAC VOLTAGE) PROVIDED BY THE ELECTRICAL CONTRACTOR TO CONVERT THE MANUFACTURER SUPPLIED CABLE TO VFD CABLE. REFER TO THE CABLE AND CONDUIT SCHEDULE FOR REQUIREMENTS. SIZE AS REQUIRED FOR THE APPLICATION.
 - NEMA 7 JUNCTION BOX (LOW VOLTAGE) PROVIDED BY THE ELECTRICAL CONTRACTOR TO CONVERT THE MANUFACTURER SUPPLIED SENSOR CABLE TO BUILDING WIRE. REFER TO THE CABLE AND CONDUIT SCHEDULE FOR REQUIREMENTS. ALL WIRING SHALL LAND ON TERMINALS INSTALLED WITHIN THE JUNCTION BOX. SIZE AS REQUIRED FOR THE APPLICATION.
 - ELECTRICAL CONTRACTOR TO FABRICATE STAINLESS STEEL STRUT RACK FOR MOUNTING OF DIGESTER MIXER JUNCTION BOXES. COORDINATE FINAL LOCATION WITH ENGINEER / OWNER.
 - EXISTING GAS FLARE SKID. PROVIDE NEW CABLE AND CONDUIT TO DTC-LP2 AND DTC-RCP1 AND TIE EXISTING SYSTEM INTO NEW ELECTRICAL EQUIPMENT. SEE CABLE AND CONDUIT SCHEDULE.
 - CONTRACTOR TO PROVIDE HEAT TRACE FOR DIGESTER PIPING AND H2S SCRUBBER VESSELS. HEAT TRACE SHALL BE CIRCUITED BACK TO PANELBOARD DTC-LP2. HEAT TRACE SHALL BE PROVIDED WITH CURRENT SENSING RELAY TO DETECT WHEN HEAT TRACE HAS FAILED AND CONTRACTOR CONTROLLED BY AMBIENT TEMPERATURE THERMOSTAT. AMBIENT TEMPERATURE THERMOSTAT TO BE MOUNTED OUTDOORS. SEE SPECIFICATION 22 05 33. PROVIDE NEMA 1 HEAT TRACE CONTROL ENCLOSURE WITHIN ELECTRICAL ROOM.
 - OPU BIOGAS ODORIZER SKID. SKID REQUIRES 120V / 1PH / 20A, (1) CAT6 ETHERNET FROM DTC-RCP1, AND (1) TWISTED SHIELDED PAIR DIRECTLY FROM PRODUCT GAS FLOW METER.



OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA

DRAWING TYPE	CONST.
PREPARED BY	PGM
CHECKED / APPROVED	MAR / MAR
DATE	JUNE 2025
PROJECT NUMBER	10044
FACILITY	DTC
DRAWING	E117

SYN	DATE	DESCRIPTION	APPR
1	06-27-25	FIELD ORDER NO. 46	MAR



N
O
R
T
H

Nero Engineering ● 7135 Madison Avenue W, Minneapolis, MN 55427 ● (t) 612-240-0524 ● www.neroeng.com

1. SEE SHEET GEN/E001 FOR GENERAL NOTES.
2. ALL TAG NAMES TO BE PRECEDED BY "DTC-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).
3. SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE WITH ALL CIRCUITING REQUIREMENTS.

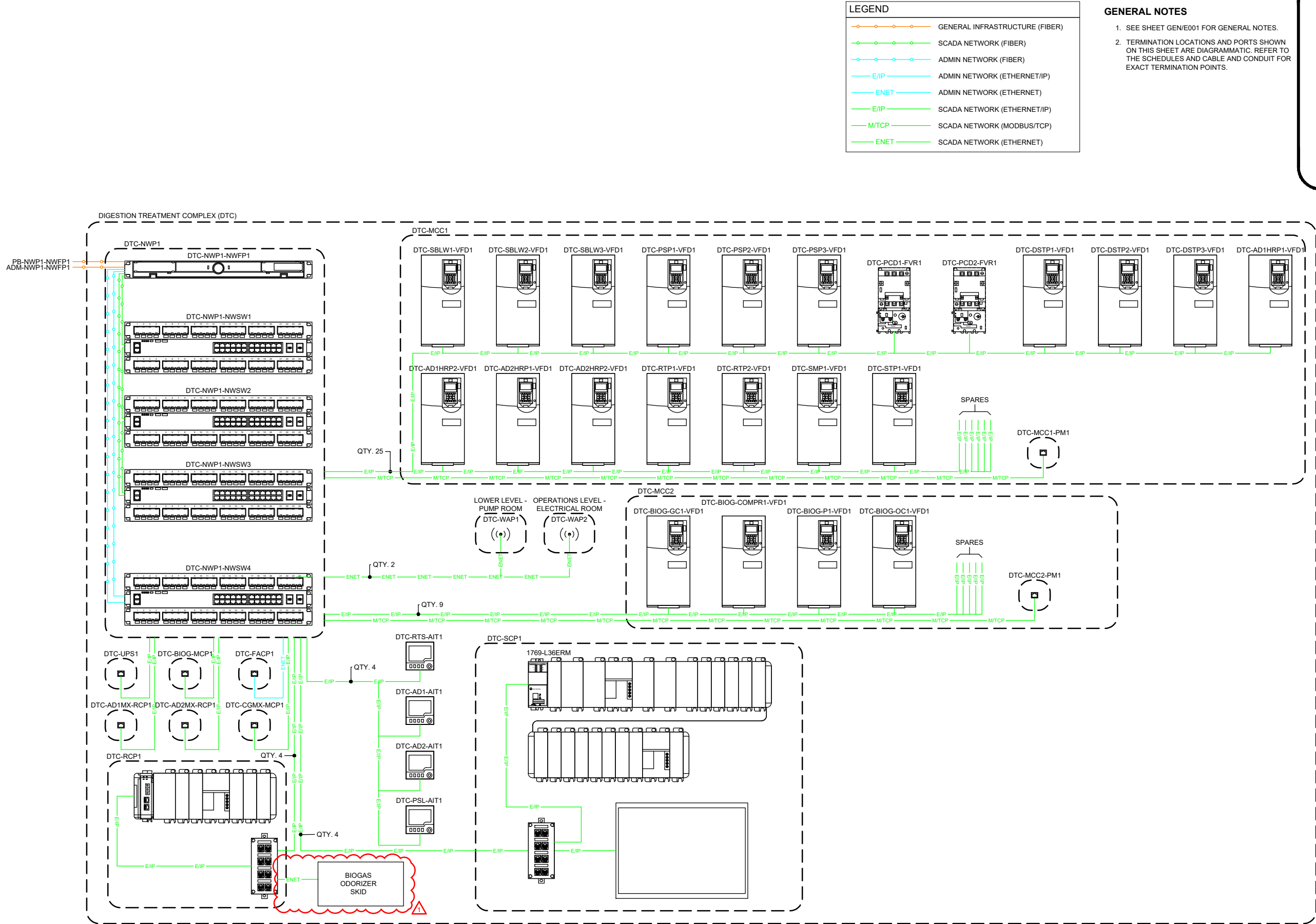
- 1) DIGESTER MIXER (46 41 41) CONTROL PANEL FURNISHED BY THE GENERAL CONTRACTOR AND INSTALLED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR TO WIRE AS PER THE MANUFACTURER'S DRAWINGS.
- 2) SCADA CONTROL PANEL (40 63 13) FURNISHED BY THE CONTROL SYSTEMS MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR ON HOUSEKEEPING PAD. REFER TO P&IDS TYPICAL WIRING SCHEMATIC AND SPECIFICATIONS FOR ADDITIONAL DETAILS AND REQUIREMENTS OF THE CONTROL PANELS.
- 3) MOTOR CONTROL CENTER (26 24 19) FURNISHED AND INSTALLED BY DIVISION 26.
- 4) ELECTRICAL CONTRACTOR PROVIDED UPS SYSTEM (26 57 00). UPS SHALL PROVIDE BACKUP POWER FOR VARIOUS ELECTRICAL LOADS THROUGHOUT THE FACILITY..
- 5) PANELBOARD (26 24 16) FURNISHED AND INSTALLED BY DIVISION 26
- 6) TRANSFORMER (26 22 00) FURNISHED AND INSTALLED BY DIVISION 26. TRANSFORMER MOUNTED ABOVE PANEL FROM WALL/CEILING.
- 7) WALL MOUNTED CONTROL PANELS PROVIDED BY BIOGAS TREATMENT SKID MANUFACTURER AND MOUNTED AND WIRED BY DIVISION 26.
- 8) PROCESS PUMP / MOTOR / BLOWER INCLUDING MOTOR WINDING THERMAL SWITCHES (WHERE REQUIRED) PROVIDED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL WIRE EQUIPMENT SHOWN. SEE ONE-LINE DIAGRAMS AND VFD OR MOTOR STARTER SCHEMATICS FOR WIRING DETAILS.
- 9) CONTROL STATION / JUNCTION BOX (40 63 14) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND MOUNTED ON WALL OR STRUT STAND AS SHOWN BY THE ELECTRICAL CONTRACTOR. COORDINATE MOUNTING LOCATION DURING CONSTRUCTION. CONTROL STATION / JUNCTION BOX MAY BE USED AS A MEANS TO COMBINE OR 'MARSHAL' WIRING BACK TO THE CONTROL PANELS AND/OR MCCS AS INDICATED IN THE CABLE AND CONDUIT SCHEDULE. SEE ONE-LINE DIAGRAMS, CONTROL STATION / JUNCTION BOX SCHEDULES, AND P&IDS FOR ADDITIONAL DETAILS.

- 16 PRODUCT GAS FLOW METER, IN ADDITION TO WIRING REQUIRED BY TO BIOGAS TREATMENT PANEL ROUTE SIGNAL TO ODORIZER SKID. USE SECONDARY 4-20mA OUTPUT FROM FLOW METER WIRED DIRECTLY TO BIOGAS ODORIZER SKID.



OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA

DRAWING



LEGEND	
	GENERAL INFRASTRUCTURE (FIBER)
	SCADA NETWORK (FIBER)
	ADMIN NETWORK (FIBER)
	ADMIN NETWORK (ETHERNET/IP)
	ADMIN NETWORK (ETHERNET)
	SCADA NETWORK (ETHERNET/IP)
	SCADA NETWORK (MODBUS/TCP)
	SCADA NETWORK (ETHERNET)

- GENERAL NOTES**
1. SEE SHEET GEN/E001 FOR GENERAL NOTES.
 2. TERMINATION LOCATIONS AND PORTS SHOWN ON THIS SHEET ARE DIAGRAMMATIC. REFER TO THE SCHEDULES AND CABLE AND CONDUIT FOR EXACT TERMINATION POINTS.



NERO
ENGINEERING

OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA
ETHERNET NETWORK DIAGRAM

DRAWING TYPE	CONST.
PREPARED BY	PGM
CHECKED / APPROVED	JAS / MAR
DATE	JUNE 2025
PROJECT NUMBER	10044
FACILITY	DTC
DRAWING	E607

PANEL SCHEDULE												
PANEL:	LP1	LOCATION:	DTC	VOLTS:	208 / 120	PHASE:	3	W:	4			
AMP MAIN BKR:		100A		AIC RATING:		22,000		MOUNT:		SURFACE		FED FROM: DTC-XFMR-LP1
CIRCUIT DESCRIPTION		LOAD VA	CKT. BKR.	P	CKT. No.	PH.	CKT. No.	P	CKT. BKR.	LOAD VA	CIRCUIT DESCRIPTION	
PRIMARY SLUDGE PUMP LIGHTING		320	20	1	1	A	2	1	20	180	MD-20, MD-21, MD-23, MD-22	
VESTIBULE, ELEC, BLOWER ROOM LIGHTS		765	20	1	3	B	4	1	20	180	SF-1	
SPARE			20	1	5	C	6	1	20	180	UH-20, UH-21,	
SPARE			20	1	7	A	8	1	20	180	EXISTING PC GALLERY UNIT HEATER	
SPARE			20	1	9	B	10	1	20		SPARE	
SPARE			20	1	11	C	12	1	20		SPARE	
SPARE			20	1	13	A	14				SPARE	
SPACE					15	B	16	2	20		SPARE	
SPACE					17	C	18				SPARE	
SPACE					19	A	20	2	35	250	CU-5	
SPACE					21	B	22	1	20		SPARE	
SPACE					23	C	24	1	20		SPARE	
SPACE					25	A	26				SPACE	
SPACE					27	B	28				SPACE	
SPACE					29	C	30				SPACE	
SPACE					31	A	32				SPACE	
SPACE					33	B	34				SPACE	
SPACE					35	C	36				SPACE	
DTC-SCP1		600	20	1	37	A	38				SPARE	
DTC-NWP1		480	20	1	39	B	40	3	60	EXISTING	PANEL LP-3B	
DTC-NWP1		2000	20	1	41	C	42				SPARE	
						NOTES: - ALL CIRCUIT BREAKERS SHALL BE LOCKABLE IN THE OFF POSITION - PROVIDE SPD AS SPECIFIED IN SECTION 26 43 00						

PANEL SCHEDULE																																			
PANEL:		EMLP2		LOCATION:		DTC		VOLTS:		208 / 120		PHASE: 3		W: 4																					
AMP MAIN BKR:				30A				AIC RATING:				22,000				MOUNT:				SURFACE				FED FROM: DTC-UPS1											
CIRCUIT DESCRIPTION								LOAD VA		CKT. BKR.		P		CKT. No.		PH.		CKT. No.		P		CKT. BKR.		LOAD VA		CIRCUIT DESCRIPTION									
UPPER LEVEL EMERGENCY FIXTURES								480		20		1		1		A		2		1		20						SPARE							
LOWER LEVEL EMERGENCY FIXTURES								400		20		1		3		B		4		1		20						SPARE							
AIRLOCK LIGHTING								160		20		1		5		C		6		1		20						SPARE							
														7		A		8																	
														9		B		10																	
														11		C		12																	
														NOTES:																					
														- ALL CIRCUIT BREAKERS SHALL BE LOCKABLE IN THE OFF POSITION																					

PANEL SCHEDULE													
PANEL:	DP1	LOCATION:	DTC	VOLTS:	480 / 277	PHASE:	3	W:	4				
AMP MAIN BKR:		100A		AIC RATING:		22,000		MOUNT:		SURFACE		FED FROM: DTC-MCC2	
CIRCUIT DESCRIPTION		LOAD VA	CKT. BKR.	P	CKT. No.	PH.	CKT. No.	P	CKT. BKR.	LOAD VA	CIRCUIT DESCRIPTION		
DTC-XFMR-LP1		30000	70	3	1	A	2	3	20	EXISTING	EXISTING AIR COMPRESSOR		
					3	B	4						
					5	C	6						
SPARE		20	3	7	A	8	3	20	EXISTING	EXISTING AIR DRYER			
				9	B	10							
				11	C	12							
SPARE		20	3	13	A	14	3	20	2000	EF-18, EF-19			
				15	B	16							
				17	C	18							
SPARE		20	3	19	A	20	3	20		EF-22			
				21	B	22							
				23	C	24							
SPACE				25	A	26	3	20		SPARE			
				27	B	28							
				29	C	30							
SPACE				31	A	32				SPACE			
				33	B	34							
				35	C	36							
SPACE				37	A	38				SPACE			
				39	B	40							
				41	C	42							
						NOTES: - ALL CIRCUIT BREAKERS SHALL BE LOCKABLE IN THE OFF POSITION - PROVIDE SPD AS SPECIFIED IN SECTION 26 43 00							

PANEL SCHEDULE													
PANEL:	LP2	LOCATION:	DTC	VOLTS:	208 / 120	PHASE:	3	W:	4				
AMP MAIN BKR:		100A	AIC RATING:		22,000	MOUNT:		SURFACE	FED FROM: DTC-XFMR-LP2				
CIRCUIT DESCRIPTION		LOAD VA	CKT. BKR.	P	CKT. No.	PH.	CKT. No.	P	CKT. BKR.	LOAD VA	CIRCUIT DESCRIPTION		
DIGESTER GALLERY LOWER LEVEL EXISTING HEATERS		360	20	1	1	A	2	1	20	720	LOWER LEVEL LIGHTS EAST		
DIGESTER GALLERY UPPER LEVEL EXISTING HEATERS		360	20	1	3	B	4	1	20	480	LOWER LEVEL LIGHTS WEST		
WH-1, WATER HEATER		1000	20	1	5	C	6	1	20	780	UPPER LEVEL LIGHTS EAST		
UH-18, UH-19, UH-22, UH-23 UNIT HEATERS		540	20	1	7	A	8	1	20	840	UPPER LEVEL LIGHTS WEST		
H2S PIPING AND SCRUBBER HEAT TRACE			20	2	9	B	10	1	20	306	ELECTRICAL ROOM LIGHTS		
					11	C	12	1	20	160	AIRLOCK LIGHTING		
CU-6		8000	40	2	13	A	14	1	20	480	PROCESS ROOM		
MAU-1-CP		180	20	1	15	B	16	1	20	500	EXISTING GAS FLARE SKID		
					17	C	18	1	20	1500	BIOGAS ODORIZER SKID		
DIGESTER 1 HEAT TRACE		800	20	2	19	A	20	1	20		SPARE		
DIGESTER 2 HEAT TRACE		800	20	2	21	B	22	1	20		SPARE		
					23	C	24	1	20		SPARE		
H2S PIPING AND SCRUBBER HEAT TRACE		2000	20	2	25	A	26	1	20		SPARE		
					27	B	28	1	20		SPARE		
SPARE			20	1	29	C	30				SPACE		
					31	A	32					SPACE	
SPARE			20	1	33	B	34				SPACE		
SPARE			20	1	35	C	36				SPACE		
SPARE			20	1	37	A	38				SPACE		
SPARE			20	1	39	B	40				SPACE		
DTC-RCP1		600	20	1	41	C	42				SPACE		
						NOTES: - ALL CIRCUIT BREAKERS SHALL BE LOCKABLE IN THE OFF POSITION - PROVIDE SPD AS SPECIFIED IN SECTION 26 43 00 - HEAT TRACE BREAKERS SHALL BE GFCI TYPE PER NEC.							

EXISTING PANEL SCHEDULE														
PANEL:	LP3B	LOCATION:	DTC	VOLTS:	208 / 120	PHASE:	3	W:	4					
AMP MAIN BKR:		100A		AIC RATING:		EXISTING		MOUNT:		SURFACE		FED FROM: DTC-LP1		
CIRCUIT DESCRIPTION		LOAD VA	CKT. BKR.	P	CKT. No.	PH.	CKT. No.	P	CKT. BKR.	LOAD VA	CIRCUIT DESCRIPTION			
WH-4 WATER HEATER		180	20	1	1	A	2	1	20	240	CAUSTIC AREA LIGHTS			
UH-17		180	20	1	3	B	4	1	20	EXIST	CAUSTIC AREA RECEPTACLES			
VESTIBULE, BATHROOM, MECHANICAL ROOM		360	20	1	5	C	6	1	20	EXIST	PRIMARY CLARIFIER GALLERY LIGHTS			
SPARE			20	1	7	A	8	1	20	EXIST	PRIMARY CLARIFIER GALLERY OUTLETS			
ROOFTOP LIGHTS		EXIST	20	1	9	B	10	1	20	EXIST	PC GALLERY OUTLETS, TANKLESS WATER HEATER			
DIGESTER GALLERY UNIT HEATER		EXIST	20	1	11	C	12	1	20		BLANK			
					13	A	14	1	20	EXIST	BENCH RECEPTACLE			
SPARE			60	3	15	B	16	1	20	EXIST	GARAGE RECEPTACLES			
					17	C	18				SPACE			
SPACE					19	A	20							
SPACE					21	B	22	2	20		SPARE			
SPACE					23	C	24				SPACE			
							NOTES: - PANEL IS EXISTING.							

PANEL SCHEDULE													
PANEL:	DP2	LOCATION:	DTC	VOLTS:	480 / 277	PHASE:	3	W:	4				
AMP MAIN BKR:		100A		AIC RATING:		22,000		MOUNT:		SURFACE		FED FROM:	DTC-MCC2
CIRCUIT DESCRIPTION		LOAD VA	CKT. BKR.	P	CKT. No.	PH.	CKT. No.	P	CKT. BKR.	LOAD VA	CIRCUIT DESCRIPTION		
DTC-XFMR-LP2		15000	40	3	1	A	2	1	70	25000	MAU-1		
					3	B	4						
					5	C	6						
SPARE			20	1	7	A	8	1	20		SPARE		
					9	B	10						
					11	C	12						
SPACE					13	A	14				SPACE		
					15	B	16						
					17	C	18						
SPACE					19	A	20				SPACE		
					21	B	22						
					23	C	24						
SPACE					25	A	26				SPACE		
					27	B	28						
					29	C	30						
SPACE					31	A	32				SPACE		
					33	B	34						
					35	C	36						
SPACE					37	A	38				SPACE		
					39	B	40						
					41	C	42						
						NOTES: - ALL CIRCUIT BREAKERS SHALL BE LOCKABLE IN THE OFF POSITION							

CABLE AND CONDUIT SCHEDULE - DTC GENERAL POWER AND SYSTEMS															
TAGNAME	IDENTIFIER	CONDUIT		COMBINED CONDUIT ID	SERVICE RATING		# OF	CONDUCTORS					FROM	TO	NOTES
		QTY	SIZE					PARALLEL SETS			NTRL	GND			CABLE TYPE
					CURRENT CARRYING										
	VOLT	PHASE	QTY	TYPE	SIZE										
DTC-CTCAB1		3	4"		277/480	3	3	3	1/C	#600	#600	#3/0	DTC-OPU-XFMR1	DTC-CTCAB1	TYPE P2
DTC-DP1		1	1-1/4"		277/480	3	1	3	1/C	#3	#3	#8	DTC-MCC2	DTC-DP1	TYPE P1
DTC-DP2		1	1-1/4"		277/480	3	1	3	1/C	#3	#3	#8	DTC-MCC2	DTC-DP2	TYPE P1
DTC-EMLP2		1	3/4"		120/208	3	1	3	1/C	#10	#10	#10	DTC-UPS1	DTC-EMLP2	TYPE P1
DTC-FACP1	A	1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-FACP1	TYPE P1
	B	1	3/4"		DATA	-	-	1	CAT 6	-	-	-	DTC-NWP1	DTC-FACP1	TYPE D4
DTC-GAS FLARE PANEL	A	1	1"		SIGNAL	-	-	3	2/C	#16	-	SHIELD	DTC-RCP1	DTC-GAS FLARE PANEL	TYPE S1
	B	1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-GAS FLARE PANEL	TYPE P1
	C	1	3/4"		CONTROL	-	-	15	1/C	#14	-	-	DTC-RCP1	DTC-GAS FLARE PANEL	TYPE P1
DTC-LP1	A	1	1"		277/480	3	1	3	1/C	#8	#8	#10	DTC-DP1	DTC-XFMR-LP1	TYPE P1
	B	1	1-1/4"		120/208	3	1	3	1/C	#4	#4	#8	DTC-XFMR-LP1	DTC-LP1	TYPE P1
DTC-LP2	A	1	1"		277/480	3	1	3	1/C	#8	#8	#10	DTC-DP2	DTC-XFMR-LP2	TYPE P1
	B	1	1-1/4"		120/208	3	1	3	1/C	#4	#4	#8	DTC-XFMR-LP2	DTC-LP2	TYPE P1
DTC-LP3B		1	1-1/2"		120/208	3	1	3	1/C	#2	#2	#6	DTC-DP1	DTC-LP3B	TYPE P1
DTC-MCC1		3	4"		277/480	3	3	3	1/C	#600	#600	#3/0	DTC-CTCAB1	DTC-MCC1	TYPE P2
DTC-MCC2		1	4"		277/480	3	1	3	1/C	#600	#600	#3	MBR-SWBD1	DTC-MCC2	TYPE P1
DTC-UPS1		1	3/4"		120/208	3	1	3	1/C	#10	#10	#10	DTC-LP2	DTC-UPS1	TYPE P1
DTC-WAP1					DATA	-	-	1	CAT 6	-	-	-	DTC-NWP1	DTC-WAP1	TYPE D4
DTC-WAP2					DATA	-	-	1	CAT 6	-	-	-	DTC-NWP1	DTC-WAP2	TYPE D4
DTC-WAP3		1	3/4"		DATA	-	-	1	CAT 6	-	-	-	DTC-NWP1	DTC-WAP3	TYPE D4
DTC-WAP4		1	3/4"		DATA	-	-	1	CAT 6	-	-	-	DTC-NWP1	DTC-WAP4	TYPE D4
BIOGAS ODORIZER SKID	A	1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	BIOGAS ODORIZER SKID	TYPE P1
	B	1	3/4"		DATA	-	-	1	CAT 6	-	-	-	DTC-RCP1	BIOGAS ODORIZER SKID	TYPE D4
	C	1	3/4"		SIGNAL	-	-	1	2/C	#16	-	SHIELD	PRODUCT GAS FLOWMETER	BIOGAS ODORIZER SKID	TYPE S1

CABLE AND CONDUIT SCHEDULE - DTC MECHANICAL															
TAGNAME	IDENTIFIER	CONDUIT		COMBINED CONDUIT ID	SERVICE RATING		CONDUCTORS					FROM	TO	NOTES	
		#	PARALLEL SETS				NTRL	GND	CABLE TYPE						
			CURRENT CARRYING												
			QTY		SIZE	VOLT				PHASE	QTY			TYPE	SIZE
DTC-ACU-5		1	3/4"		208	1	1	2	1/C	#12	-	#12	DTC-CU-5	DTC-ACU-5	TYPE P2
DTC-ACU-6		1	3/4"		208	1	1	2	1/C	#12	-	#12	DTC-CU-6	DTC-ACU-6	TYPE P2
DTC-AD1-HT1		1	3/4"		208	1	1	2	1/C	#12	-	#12	DTC-LP2	DTC-AD1-HT1	TYPE P1
DTC-AD2-HT1		1	3/4"		208	1	1	2	1/C	#12	-	#12	DTC-LP2	DTC-AD2-HT1	TYPE P1
DTC-BIOG-HT1		1	3/4"		208	1	1	2	1/C	#12	-	#12	DTC-LP2	DTC-BIOG-HT1	TYPE P1
DTC-CU-5		1	3/4"		208	1	1	2	1/C	#8	-	#10	DTC-DP2	DTC-CU-5	TYPE P2
DTC-CU-6		1	3/4"		208	1	1	2	1/C	#8	-	#10	DTC-DP2	DTC-CU-6	TYPE P2
DTC-EF-18		1	3/4"		480	3	1	3	1/C	#12	-	#12	DTC-DP1	DTC-EF-18	TYPE P2
DTC-EF-19		1	3/4"		480	3	1	3	1/C	#12	-	#12	DTC-DP1	DTC-EF-19	TYPE P2
DTC-EF-22		1	3/4"		480	3	1	3	1/C	#12	-	#12	DTC-DP1	DTC-EF-22	TYPE P2
DTC-MAU-1		1	1-1/4"		480	3	1	3	1/C	#4	-	#8	DTC-DP2	DTC-MAU-1	TYPE P2
DTC-MAU-1-CP	A	1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-MAU-1-CP	TYPE P1
		1	3/4"		-	-	-	-	-	-	-	-	DTC-MAU-1	DTC-MAU-1-CP	1
		1	3/4"		-	-	-	-	-	-	-	-	DTC-MAU-1	DTC-MAU-1-CP	1
DTC-MD-20		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-MD-20	TYPE P1
DTC-MD-21		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-MD-21	TYPE P1
DTC-MD-22		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-MD-22	TYPE P1
DTC-MD-23		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-MD-23	TYPE P1
DTC-SF-1		1	3/4"		120	1	1	2	1/C	#12	-	#12	DTC-LP1	DTC-SF-1	TYPE P1
DTC-UH-17		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP3B	DTC-UH-17	TYPE P1
DTC-UH-18		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-UH-18	TYPE P1
DTC-UH-19		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-UH-19	TYPE P1
DTC-UH-20		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-UH-20	TYPE P1
DTC-UH-21		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP1	DTC-UH-21	TYPE P1
DTC-UH-22		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-UH-22	TYPE P1
DTC-UH-23		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-UH-23	TYPE P1
DTC-WH-1		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP2	DTC-WH-1	TYPE P1
DTC-WH-4		1	3/4"		120	1	1	1	1/C	#12	#12	#12	DTC-LP3B	DTC-WH-4	TYPE P1
DTC-COMPR2		1	1"		480	3	1	3	1/C	#6	-	#10	DTC-MCC1	DTC-COMPR2	TYPE P1
DTC-HW-PIT1		1	3/4"		SIGNAL	-	-	1	2/C	#16	-	SHIELD	DTC-HW-PIT1	DTC-SCP1	TYPE S1

NOTE 1: Empty conduit with pull string for use by ATC Contactor.



OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA

DRAWING TYPE CONST.
PREPARED BY PGM
CHECKED / APPROV MAR / MAR
DATE JUNE 2025
PROJECT NUMBER 10044
FACILITY DTC
DRAWING E616

Sym	Date	Description	Appr
1	06-27-25	FIELD ORDER No. 46	MAR

WORK CHANGE DIRECTIVE NO.: 155

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Classified Overhead Door Operator

Attachments:

WCD #155 Proposal.

Purpose for the Work Change Directive:

The overhead door operator for the biogas treatment room was not shown to be classified, but it needs to be rated for the classified space. This change is to install a classified door operator.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,774.35 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/9/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#155

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment to install a classified overhead door operator on the DTC door #OH201.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/9/2025

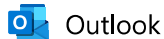
WCD #: 155

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Install Classified Overhead Door Operator - American Door Works	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 2,468.00	\$ -		\$2,468.00
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ -
Sales Tax	1.00	ea	7.375%									\$ -
Totals				0.00		\$0.00		\$0.00	\$ 2,468.00	\$ -		\$2,468.00
Rice Lake Mark-up on Subs (5%)												\$ 123.40
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ -
Bond Cost (1%)												\$ 25.91
RLCG Overhead (6%)												\$ 157.04
Total Change Order Proposal Request												\$2,774.35

Work Days Requested 0.0



RE: Owatonna WWTF: DTC

From Chris Beebe <ChrisB@americadoorworks.com>
Date Mon 7/7/2025 4:02 PM
To Jaime Barry <jaime_barry@ricelake.org>
Cc Mike Hoisington <mike_hoisington@ricelake.org>

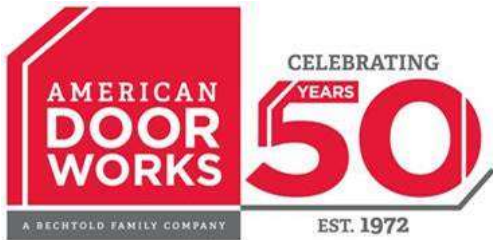
Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jaime,
 The additional cost for the rated operator is \$2468. They have one in stock and can ship right away. Please advise if you would like me to get it ordered. Thanks!
 Enjoy your day.

Chris Beebe * Commercial Estimator/Project Manager

P: 320.257.9101 www.AmericanDoorWorks.com

2150 Frontage Road S
 Waite Park, MN 56387



From: Jaime Barry <jaime_barry@ricelake.org>
Sent: Monday, July 7, 2025 3:44 PM
To: Chris Beebe <ChrisB@americadoorworks.com>
Cc: Mike Hoisington <mike_hoisington@ricelake.org>
Subject: Re: Owatonna WWTF: DTC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris,

For now, can you only get pricing and the lead time on the classified operator?

The City may choose to go with a manual operated door vs paying for a classified operator.



Jaime Barry
 22360 County Rd. 12, PO Box 517
 Deerwood, MN 56444

Office 218-546-1907
Cell 218-838-4318
jaime_barry@ricelake.org

ricelake.org

From: Jaime Barry <jaime_barry@ricelake.org>
Sent: Monday, July 7, 2025 2:42 PM
To: Chris Beebe <ChrisB@americadoorworks.com>

WORK CHANGE DIRECTIVE NO.: 156

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Digester 1 Fluidizing Line Replacement

Attachments:

WCD #156 Proposal.

Purpose for the Work Change Directive:

There is a small PVC line in Digester 1 alongside the sludge suction piping that is used for fluidizing the sludge if needed when pumping. The existing PVC pipe is damaged and needs to be replaced which was not detailed in the original plans.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$4,472.53 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/9/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#156

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the change in scope to remove and replace the pump flushing line that was discovered to be damaged in the digester prior to Rice Lake starting work. The line had failed in one location and was near failure in a couple other locations. This line was not detailed on the plans to be removed and replaced.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/9/2025

WCD #: 156

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Digester Pump flushing line	1.00	LS		38.00	\$ 90.00	\$3,420.00	\$ 60.14	\$60.14	\$ -	\$ -		\$3,480.14
				0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 171.00
Sales Tax	1.00	ea	7.375%									\$ 4.44
Totals				38.00		\$3,420.00		\$60.14	\$ -	\$ -		\$3,655.58
Rice Lake Mark-up on Subs (5%)												\$ -
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ 522.02
Bond Cost (1%)												\$ 41.78
RLCG Overhead (6%)												\$ 253.16
Total Change Order Proposal Request												\$4,472.53

Work Days Requested 1.0



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QUOTE

UPC VENDOR	ACK DATE	ORDER NO.
000000	7/8/25	9264974-00
P.O. NO.		PAGE #
DARREN		Page 1 of 1

CUST #: 1001196

SHIP TO: RICE LAKE CONSTRUCTION
1150 INDUSTRIAL ROAD
DARREN 218-429-2422
OWATONNA, MN 55060-9999

CORRESPONDENCE TO: Goodin Company
139117
GOODIN CO
PO BOX 1691
MINNEAPOLIS, MN 55480-1691

BILL TO: RICE LAKE CONSTRUCTION GROUP
PO BOX 517
22360 COUNTY ROAD 12
DEERWOOD, MN 56444-0517

INSTRUCTIONS		TERMS	
		2% 10thP EOM	
SHIP POINT		SHIP VIA	SHIPPED
Goodin Co Rochester Whse 9		OUR TRUCK	

NOTES

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY UM	UNIT PRICE	DISC. MULT.	AMOUNT (NET)
1	34X20PV80 3/4X20' PVC SCH 80 PIPE PE	40.00	0.00	40.00	FT	0.77000	0.00	30.80
2	34S80PVL 3/4 PVC 80 SLXSL 90 ELL	12.00	0.00	12.00	EA	1.28900	0.00	15.47
3	34S80PV45L 3/4 PVC 80 SLXSL 45 ELL 1 ON HAND, 1-2 DAY LEAD TIME VIA TRANSFER FOR BALANCE	3.00	0.00	3.00	EA	2.90700	0.00	8.72
4	34S80PVSFRA 3/4 PVC 80 SLXFPT FEM ADAPT SPECIAL REINFORCED 1-2 DAY LEAD TIME VIA TRANSFER	1.00	0.00	1.00	EA	5.15200	0.00	5.15

4	Lines Total	Total Order Quantity	56.00	Subtotal	60.14
				Restocking Charge	
				Taxes	4.43
				Total	64.57

WORK CHANGE DIRECTIVE NO.: 157

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

FO 47 - TSS Sensor Modifications

Attachments:

WCD #157 Proposal. Field Order No. 47.

Purpose for the Work Change Directive:

The style and locations of TSS sensors on the WAS and Primary Sludge streams have been modified to be better suited for the applications intended in design.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$14,743.89	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/11/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#157

Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the change in scope detailed in Field Order No 47.

Description:

- PC-PSL-TS1 (labelled on electrical drawing as PSL-AE1) is required to be a Valmet-style total solids meter, covered under spec 40 75 00 2.06.
 - o This sensor was relocated from the DTC per FO 45
- STB-WAS-AE1 can be either a Valmet-style total solids meter, covered under spec 40 75 00 2.06, or a pipemount style total solids sensor, covered under spec 40 75 00 2.05.
 - o STB-WAS-AE1 to be installed in vertical section of WAS pipe on west inner wall of the STB subgrade equipment room, no higher than roughly eye level. Reference detail 3 – SD E503 “TSS (PEPEMOUNT) SENSOR MOUNTING DETAIL” for install requirements if pipemount style sensor installed. Gap left in existing install location may be filled with a filler flange or DIP spool.
 - o Local indicator/transmitter can either remain in existing location or move near the relocated STB-WAS-AE1, mounted on the west inner wall of the STB subgrade equipment room.
- RWC-WST-AE1/AIT1 can be removed from the project
- MBR-SWP-AE1/AIT1 can be removed from the project

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/11/2025

WCD #: 157

PROJECT NAME: Owatonna WWTF

RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Filler Flange Addition in STB - RL	1.00	LS		14.00	\$ 90.00	\$1,260.00	\$ 550.00	\$550.00	\$ -	\$ 450.00		\$2,260.00
TSS Probe Wireing/Conduit/Integration Equipment Changes - Killmer	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ 10,541.95	\$ -		\$10,541.95
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ 63.00
Sales Tax	1.00	ea	7.375%									\$ 40.56
Totals				14.00		\$1,260.00		\$550.00	\$ 10,541.95	\$ 450.00		\$12,905.51
Rice Lake Mark-up on Subs (5%)												\$ 527.10
Rice Lake Mark-up on labor, material, and equipment (15%)												\$ 339.00
Bond Cost (1%)												\$ 137.72
RLCG Overhead (6%)												\$ 834.56
Total Change Order Proposal Request												\$14,743.89

Work Days Requested 1.0

Industrial
Commercial
Underground



5141 Lakeland Avenue North
Crystal, Minnesota 55429
Telephone: (763) 425-2525
Fax: (763) 424-1258

July 10, 2025

Mr. Jaime Barry
Rice Lake Construction Group

Re: Owatonna WWTF Improvements
1150 Industrial Rd
Owatonna, MN 55060

Dear Jaime,

Killmer Electric Company proposes to the following change to our contract for the subject project:

Field Order 47 – TSS Sensors Revised Locations

KEC pricing and breakout below is in response to Field Order 47. Additional Conduit and wiring as needed per Field Order.

Field Order 47 - TSS Probes to STB, DTC/PC					
	QTY	Mat unit	Mat total	Labor unit	Total labor
3/4" Rigid	400	4.25	\$1,700.00	0.065	26
IPS Updates	1	1937	\$1,937.00	1	1
CAT 6 600volt Shielded	250	3.35	\$837.50	0.014	3.5
#12 THHN	750	0.242	\$181.50	0.0065	4.875
		Totals	\$4,656.00		35.375
		Tax	\$343.38	117.81/hr	\$4,167.53
			\$4,999.38		\$4,167.53
				Mark-Up	15%
					\$1,375.04
				Total	\$10,541.95

Total Cost Add: \$10,541.95

Please call with any questions or comments.

Regards,

Matthew Pettit
Project Manager

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Integrated Process Solutions, Inc.

Corporate Office:
34696 412 St SE • PO Box 26
Fosston, MN 56542
218.435.1703

Regional Offices:
Albany, MN - 320.345.1457
Wauunakee, WI - 608.849.4375
www.ipsamerica.biz

Change Proposal

IPS Job #J002182

CO #7

7/7/2025

Proposal Valid for 30 Days

OWNER: City of Owatonna, MN
PROJECT: Owatonna WWTF Upgrades & Expansion Project
ENGINEER: AE2S - Maple Grove Office
CONTRACTOR: Killmer Electric Company, Inc.

Integrated Process Solutions, Inc. is pleased to provide the following change order for the requested Field Order #47. There are no specific hardware required other than miscellaneous hardware necessary to accommodate the transmitters being powered from a different control panel. IPS will coordinate with Engineer and Electrical Contractor to update the CAD, land the wires, and commission the units. These TSS meters are repurposed from items already provided in the project, and thus no additional hardware is required. Shipping & associated taxes will be added to this change order invoice and are not included in this change order.

Type	No.	Description	Qty	Unit	Unit Cost	Total
LABOR	CO-R0020	Labor - Project Management	1	Hour	\$ 175.00	\$ 175.00
LABOR	CO-R0030	Labor - Engineering		Hour	\$ 175.00	\$ -
LABOR	CO-R0040	Labor - Programming		Hour	\$ 175.00	\$ -
LABOR	CO-R0060	Labor - AutoCAD	2	Hour	\$ 105.00	\$ 210.00
LABOR	CO-R0080	Labor - Field Serv Startup Engineer	6	Hour	\$ 175.00	\$ 1,050.00
LABOR	CO-R0080	Labor - Field Serv Startup Tech		Hour	\$ 150.00	\$ -
LABOR	CO-R0160	Labor - Fabrication / Production / Shop Labor		Hour	\$ 95.00	\$ -
LABOR	CO-R0090	Labor - Electrical Labor		Hour	\$ 125.00	\$ -
LABOR	CO-R0100	Labor - Media		Hour	\$ 60.00	\$ -
LABOR	CO-R0940	Labor - Materials Procurement / Shipping & Handling		Hour	\$ 85.00	\$ -
TOTAL LABOR						\$ 1,435.00
MISC		Mileage Equipped Service Truck	110	Mile	\$ 1.30	\$ 143.00
MISC		Hotel and Per Diem (Based on 8 Hour Day)		Day	\$ 220.00	\$ -
MISC		Field Serv Drive Time Labor	2	Hour	\$ 150.00	\$ 300.00
TOTAL TRAVEL						\$ 443.00
LABOR	CO-R1000	Labor - Subcontractor		LS	\$ -	\$ -
PROFIT	CO-R1000	Material - Subcontractor		LS	\$ -	\$ -
Profit	10%	Subcontractor Profit 10%				\$ -
TOTAL SUBCONTRACTOR						\$ -
ITEM	Miscellaneous Hardware	Misc. Relays, Bases, Etc...	1	Each	\$ 50.00	\$ 50.00
ITEM				Each	\$ -	\$ -
ITEM				Each	\$ -	\$ -
ITEM				Each	\$ -	\$ -
ITEM				Each	\$ -	\$ -
Material Subtotal						\$ 50.00
MATERIAL OH&P at 15%						\$ 9.00

Contract Extension: Additional ## Days

Reason for Request:

Labor from Above	\$ 1,435.00
Travel from Above	\$ 443.00
Subcontractor from Above	\$ -
Material from Above	\$ 59.00
Sales Tax	

Change in Contract Price: \$ 1,937.00

FIELD ORDER NO.: 47

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:	6/27/2025	Effective Date of Field Order:	6/27/2025

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Drawing(s) / Details (s): MBR-IC001, PC-E106, RWC-E104, RWC-E105, STB-E101

Description:

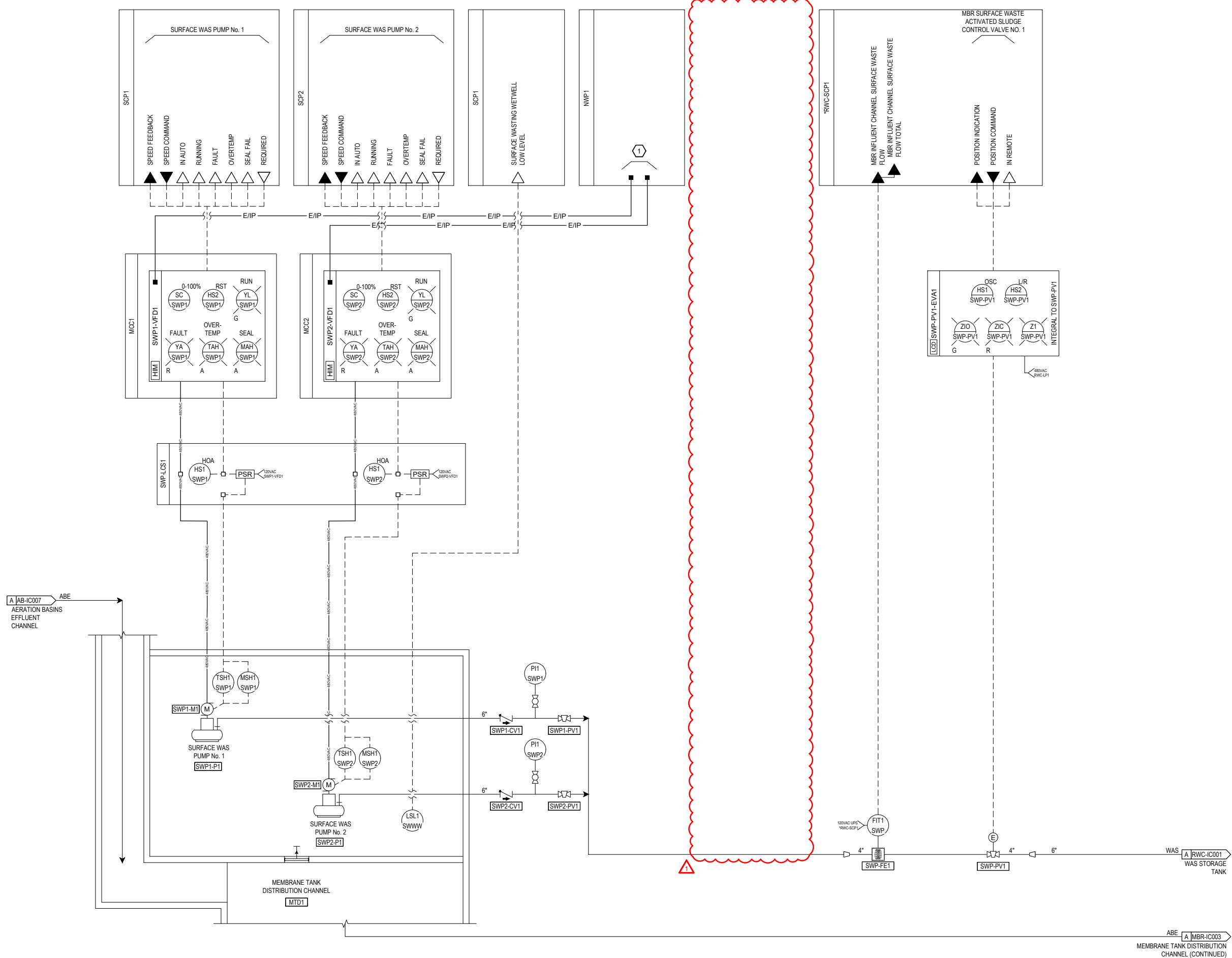
- PC-PSL-TS1 (labelled on electrical drawing as PSL-AE1) is required to be a Valmet-style total solids meter, covered under spec 40 75 00 2.06.
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 - o STB-WAS-AE1 to be installed in vertical section of WAS pipe on west inner wall of the STB subgrade equipment room, no higher than roughly eye level. Reference detail 3 – SD E503 “TSS (PEMOUNT) SENSOR MOUNTING DETAIL” for install requirements if pipemount style sensor installed. Gap left in existing install location may be filled with a filler flange or DIP spool.
 - o Local indicator/transmitter can either remain in existing location or move near the relocated STB-WAS-AE1, mounted on the west inner wall of the STB subgrade equipment room.
- RWC-WST-AE1/AIT1 can be removed from the project
- MBR-SWP-AE1/AIT1 can be removed from the project

Attachments:

MBR-IC001, PC-E106, RWC-E104, RWC-E105, STB-E101

Issued by Engineer

By: Jennifer Svennes
Title: Lead Process Engineer
Date: 6/27/2025



GENERAL NOTES

1. ALL TAG NAMES TO BE PRECEDED BY "MBR-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).

CONSTRUCTION NOTES

1. ADDITIONAL DATA COMMUNICATED BETWEEN THE VFD AND THE CONTROL SYSTEM SHALL BE PROVIDED OVER THE ETHERNET NETWORK VIA THE ETHERNET/IP PROTOCOL

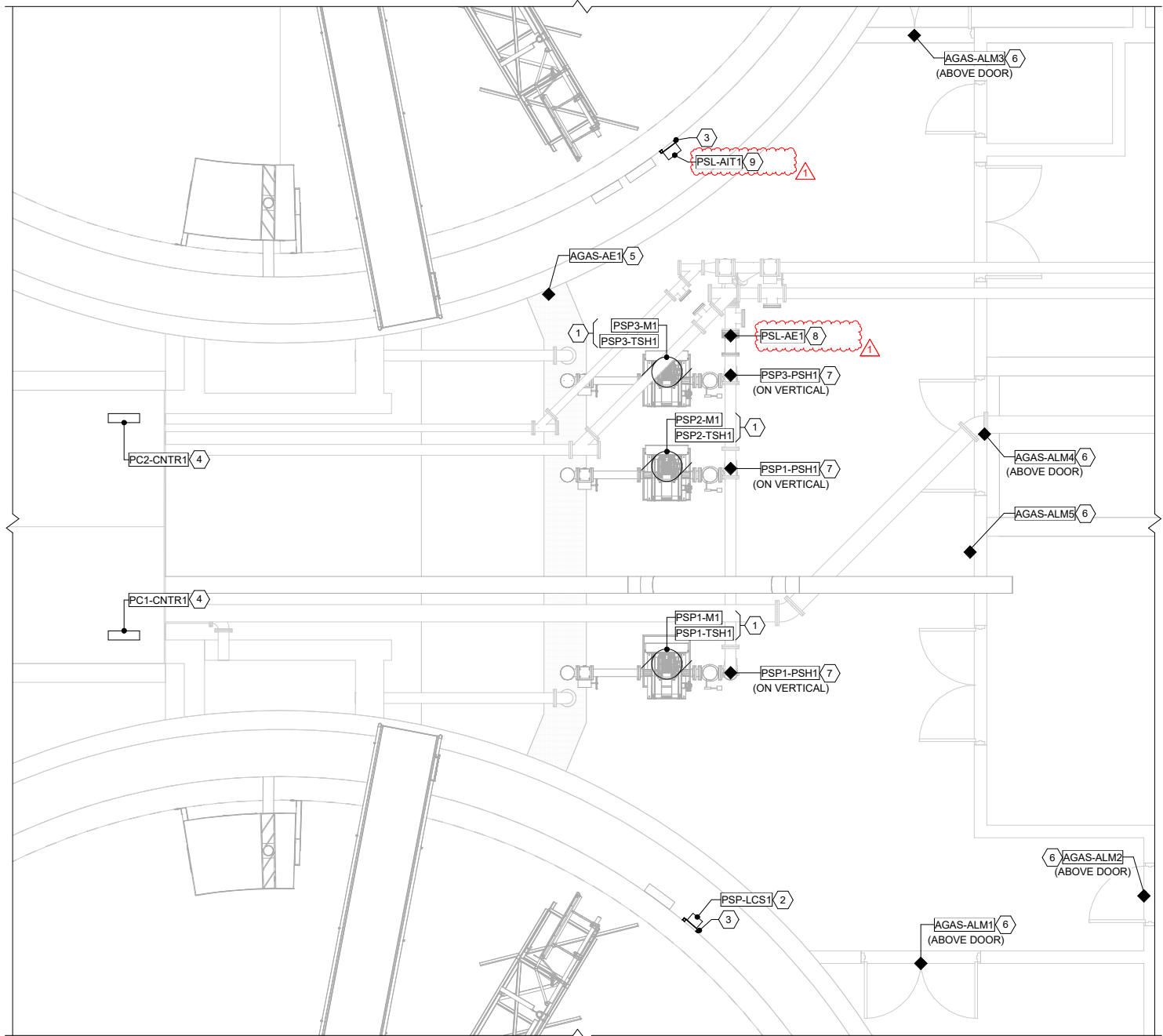


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OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA
P&ID - SURFACE WAS PUMPS

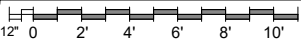
DRAWING TYPE	CONST.
PREPARED BY	JRS
CHECKED / APPROVED	JRS / MAR
DATE	JUNE 2025
PROJECT NUMBER	10044
FACILITY	MBR
DRAWING	IC001

SYN	DATE	DESCRIPTION	APPR
1	06-27-25	FIELD ORDER No. 47	MAR



1
PC
E106

LOWER GRADE LEVEL - ELECTRICAL PROCESS PLAN - SOUTH



GENERAL NOTES

1. SEE SHEET GEN/E001 FOR GENERAL NOTES.
2. ALL TAG NAMES TO BE PRECEDED BY "PC-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).
3. SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE FOR ALL CIRCUITING REQUIREMENTS

CONSTRUCTION NOTES

- 1) PROCESS MOTOR INCLUDING MOTOR WINDING THERMAL SWITCHES (46 21 33) FURNISHED BY THE GENERAL CONTRACTOR AND INSTALLED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL WIRE EQUIPMENT SHOWN. SEE ONE-LINE DIAGRAMS AND VFD OR MOTOR STARTER SCHEMATICS FOR WIRING DETAILS.
- 2) CONTROL STATION / JUNCTION BOX (40 63 14) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND MOUNTED ON WALL OR STRUT STAND AS SHOWN BY THE ELECTRICAL CONTRACTOR. COORDINATE MOUNTING LOCATION DURING CONSTRUCTION. CONTROL STATION / JUNCTION BOX MAY BE USED AS A MEANS TO COMBINE OR 'MARSHAL' WIRING BACK TO THE CONTROL PANELS AND/OR MCCS AS INDICATED IN THE CABLE AND CONDUIT SCHEDULE. SEE ONE-LINE DIAGRAMS, CONTROL STATION / JUNCTION BOX SCHEDULES, AND P&IDS FOR ADDITIONAL DETAILS.
- 3) WALL MOUNTED EQUIPMENT PANEL PROVIDED BY ELECTRICAL CONTRACTOR TO MOUNT EQUIPMENT SHOWN. COORDINATE INSTALLATION LOCATION WITH OWNER / ENGINEER. REFER TO THE 'WALL MOUNTED EQUIPMENT DETAIL' FOR REQUIREMENTS.
- 4) WALL MOUNTED NEMA 4 CONTACTOR PROVIDED BY THE ELECTRICAL CONTRACTOR. CONTACTOR TO BE UTILIZED FOR CONTROL OVER THE SCUM TROUGH INFRARED HEATER. REFER TO RWC ONE-LINE DIAGRAMS AND THE PC CABLE AND CONDUIT SCHEDULE.
- 5) COMBUSTIBLE GAS SENSOR (40 75 00) FURNISHED BY THE SYSTEMS INTEGRATOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO INSTALL MANUFACTURER PROVIDED INTERCONNECTION CABLE ROUTED BETWEEN THE SENSOR AND THE ASSOCIATED GAS DETECTOR. UTILIZE THE MANUFACTURE PROVIDED JUNCTION BOX TO MAKE FINAL TERMINATIONS AT THE SENSOR. REFER TO THE 'GAS DETECTION SYSTEM MOUNTING DETAIL' FOR MOUNTING REQUIREMENTS.
- 6) EXTERIOR (OR C1D1 WHERE REQUIRED) RATED AUDIO/VISUAL GAS DETECTION ALARM (40 76 00) FURNISHED BY SYSTEMS INTEGRATOR AND INSTALLED BY ELECTRICAL CONTRACTOR. REFER TO THE 'GAS DETECTOR WIRING SCHEMATIC WITH CONTROL PANEL POWERED ANNUNCIATOR' FOR WIRING DETAILS. EXTERNAL AUDIO/VISUAL INDICATORS SHALL BE INSTALL ABOVE / NEXT TO THE DOORWAYS INDICATING THERE'S A GAS HAZARD BEFORE PERSONNEL ENTERS THE BUILDING.
- 7) PRESSURE SWITCH (40 73 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY ELECTRICAL CONTRACTOR. MOUNT PRESSURE SWITCH ON PRESSURE TAP PROVIDED BY THE GENERAL CONTRACTOR.
- 8) TOTAL SOLIDS SENSOR (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT SENSOR AS PER THE MANUFACTURERS INSTRUCTIONS.
- 9) ANALYTICAL TRANSMITTER (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT TRANSMITTER ON WALL OR STRUT STAND AS SHOWN.

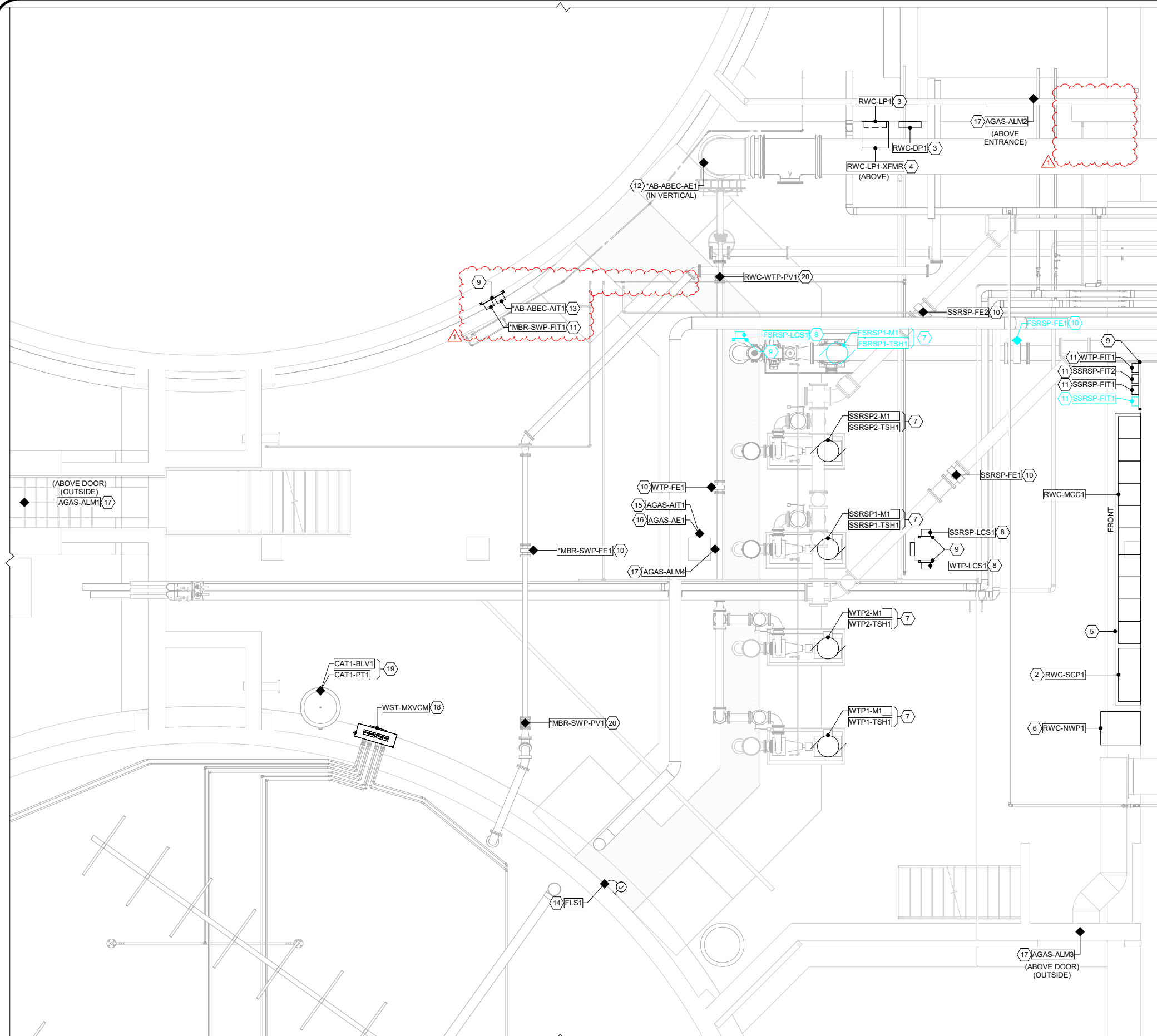


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OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA
LOWER GRADE LEVEL - ELECTRICAL PROCESS PLAN - SOUTH

DRAWING TYPE
CONST.
PREPARED BY
PGM
CHECKED / APPROVED
JAS / MAR
DATE
JUNE 2025
PROJECT NUMBER
10044
FACILITY
PC
DRAWING
E106

SYM	DATE	DESCRIPTION	APPR
1	06-27-25	FIELD ORDER NO. 47	MAR

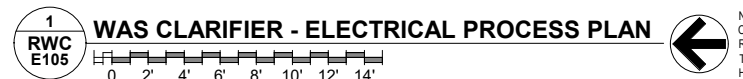


GENERAL NOTES

1. SEE SHEET GEN/E001 FOR GENERAL NOTES.
2. ALL TAG NAMES TO BE PRECEDED BY "RWC-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).
3. SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE FOR ALL CIRCUITING REQUIREMENTS.

CONSTRUCTION NOTES

- (1) MOTOR CONTROL CENTER (26 24 19) FURNISHED AND INSTALLED BY DIVISION 26.
- (2) SCADA CONTROL PANEL (40 63 13) FURNISHED BY THE CONTROLS SYSTEMS MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR ON HOUSEKEEPING PAD. REFER TO PADS TYPICAL WIRING SCHEMATIC AND SPECIFICATIONS FOR ADDITIONAL DETAILS AND REQUIREMENTS OF THE CONTROL PANELS.
- (3) PANELBOARD (26 24 16) FURNISHED AND INSTALLED BY DIVISION 26.
- (4) TRANSFORMER (26 22 00) FURNISHED AND INSTALLED BY DIVISION 26.
- (5) CONCRETE HOUSEKEEPING PAD PER TYPICAL DETAIL BY DIVISION 26. PAD SHALL BE EXTENDED 2' BEYOND FOOTPRINT OF GRAB (FRONT AND SIDES).
- (6) WALLMOUNT NETWORK RACK (40 67 13) AND UPS BYPASS CONTROL PANEL FURNISHED BY THE CONTROLS SYSTEMS MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. INSTALL THE UPS BYPASS CONTROL PANEL BELOW OR TO THE SIDE OF THE RACK DEPENDING UPON AVAILABLE SPACE. REFER TO THE 'TYPICAL UPS BYPASS CONTROL PANEL SCHEMATIC' IN THE 'SD' SHEETS FOR DETAILS ON POWER WIRING FOR THE NETWORK RACK'S NORMAL AND UPS POWER AND ANY ADDITIONAL UPS POWER FEEDING OTHER EQUIPMENT WITHIN THE FACILITY. ADDITIONAL DETAILS AND REQUIREMENTS CAN BE SEEN IN THE NETWORK DIAGRAMS AND SPECIFICATIONS.
- (7) PROCESS PUMP / MOTOR / BLOWER INCLUDING MOTOR WINDING THERMAL SWITCHES (WHERE REQUIRED) PROVIDED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL WIRE EQUIPMENT SHOWN. SEE ONE-LINE DIAGRAMS AND VFD OR MOTOR STARTER SCHEMATICS FOR WIRING DETAILS.
- (8) CONTROL STATION / JUNCTION BOX (40 63 14) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND MOUNTED ON WALL OR STRUT STAND AS SHOWN BY THE ELECTRICAL CONTRACTOR. COORDINATE MOUNTING LOCATION DURING CONSTRUCTION. CONTROL STATION / JUNCTION BOX MAY BE USED AS A MEANS TO COMBINE OR 'MARSHAL' WIRING BACK TO THE CONTROL PANELS AND/OR MCCS AS INDICATED IN THE CABLE AND CONDUIT SCHEDULE. SEE ONE-LINE DIAGRAMS, CONTROL STATION / JUNCTION BOX SCHEDULES, AND P&IDs FOR ADDITIONAL DETAILS.
- (9) WALL MOUNTED EQUIPMENT PANEL PROVIDED BY ELECTRICAL CONTRACTOR TO MOUNT EQUIPMENT SHOWN. COORDINATE INSTALLATION LOCATION WITH OWNER / ENGINEER. REFER TO THE 'WALL MOUNTED EQUIPMENT DETAIL' FOR REQUIREMENTS.
- (10) MAGNETIC FLOWMETER (40 71 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR TO INSTALL MANUFACTURER FURNISHED INTERCONNECTION CABLES ROUTED BETWEEN THE TUBE AND THE ASSOCIATED TRANSMITTER.
- (11) FLOW METER TRANSMITTER (40 71 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT TRANSMITTER ON WALL OR STRUT STAND AS SHOWN.
- (12) TSS SENSOR (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT SENSOR AS PER THE 'TSS (PIPEMOUNT) SENSOR MOUNTING DETAIL' FOUND WITHIN THE 'SD' SHEETS. REFER TO 'IC DRAWINGS' FOR CIRCUITING REQUIREMENTS.
- (13) ANALYTICAL TRANSMITTER (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT TRANSMITTER ON WALL OR STRUT STAND AS SHOWN.
- (14) FLOOD SWITCH (40 72 00) PROVIDED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS. ROUTE MANUFACTURER'S CABLE INTO GENERAL PURPOSE JUNCTION BOX LOCATED NEXT TO OR ABOVE SWITCH. CONVERT TO BUILDING WIRE PRIOR TO EXTENDING CIRCUIT TO THE SPECIFIED DESTINATION. CONFIRM EXACT MOUNTING LOCATION.
- (15) GAS DETECTOR (40 76 00) FURNISHED BY THE SYSTEMS INTEGRATOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR. REFER TO THE 'GAS DETECTION SYSTEM MOUNTING DETAIL' FOR MOUNTING REQUIREMENTS AND THE 'GAS DETECTOR WIRING SCHEMATIC WITH CONTROL PANEL POWERED ANNUNCIATOR' FOR WIRING DETAILS.
- (16) COMBUSTIBLE GAS SENSOR (40 76 00) FURNISHED BY THE SYSTEMS INTEGRATOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO INSTALL MANUFACTURER PROVIDED INTERCONNECTION CABLE ROUTED BETWEEN THE SENSOR AND THE ASSOCIATED GAS DETECTOR. UTILIZE THE MANUFACTURE PROVIDED JUNCTION BOX TO MAKE FINAL TERMINATIONS AT THE SENSOR. REFER TO THE 'GAS DETECTOR MOUNTING DETAIL' FOR MOUNTING REQUIREMENTS.
- (17) EXTERIOR (OR C101 WHERE REQUIRED) RATED AUDIO/VISUAL GAS DETECTION ALARM (40 76 00) FURNISHED BY SYSTEMS INTEGRATOR AND INSTALLED BY ELECTRICAL CONTRACTOR. REFER TO THE 'GAS DETECTOR WIRING SCHEMATIC WITH CONTROL PANEL POWERED ANNUNCIATOR' FOR WIRING DETAILS. EXTERNAL AUDIO/VISUAL INDICATORS SHALL BE INSTALLED ABOVE / NEXT TO THE DOORWAYS INDICATING THERE'S A GAS HAZARD BEFORE PERSONNEL ENTERS THE BUILDING.
- (18) COMPRESSED GAS MIXING SYSTEM (46 41 26) MIXING VALVE CONTROL MODULES FURNISHED BY THE GENERAL CONTRACTOR. WIRE AS PER THE MANUFACTURER'S DRAWINGS. ALL AIR PIPING TO BE PROVIDED BY THE GENERAL CONTRACTOR. CONFIRM FINAL LOCATION WITH ENGINEER / OWNER.
- (19) COMPRESSED GAS MIXING SYSTEM (46 41 26) COMPRESSED AIR RECEIVING TANK PROVIDED BY THE GENERAL CONTRACTOR. ASSOCIATED PRESSURE TRANSDUCER AND BALL VALVE MOUNTED AS PART OF THE FINAL PACKAGE. WIRE AS PER THE MANUFACTURER'S DRAWINGS.
- (20) VALVE ELECTRIC ACTUATOR (40 27 21) PROVIDED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL PROVIDE DISCONNECT FOR EACH ELECTRIC ACTUATOR. COORDINATE MOUNTING LOCATION DURING CONSTRUCTION. DISCONNECT SHALL BE RATED 30A, CONTAIN A RED HANDLE, BE ABLE TO BE LOCKED IN THE 'OFF' POSITION, AND CONTAIN A METALLIC NEMA 3/4X47 ENCLOSURE. SEE THE 'TYPICAL ELECTRIC MODULATING OR OPEN/CLOSE VALVE WIRING SCHEMATIC' FOR SPECIFIC WIRING DETAILS.



1. SEE SHEET GEN/E001 FOR GENERAL NOTES.
2. FOR REFERENCE THE EXISTING FINAL CLARIFIER NO. 1 BEING REPURPOSED AS WAS STORAGE. ALL FUTURE REFERENCES TO EQUIPMENT WITHIN THIS LOCATION SHOULD BE LABELED AS WAS STORAGE.
3. ALL TAG NAMES TO BE PRECEDED BY "RWC-" UNLESS OTHERWISE DENOTED WITH AN ATSERISK (*).
4. SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE FOR ALL CIRCUITING REQUIREMENTS.

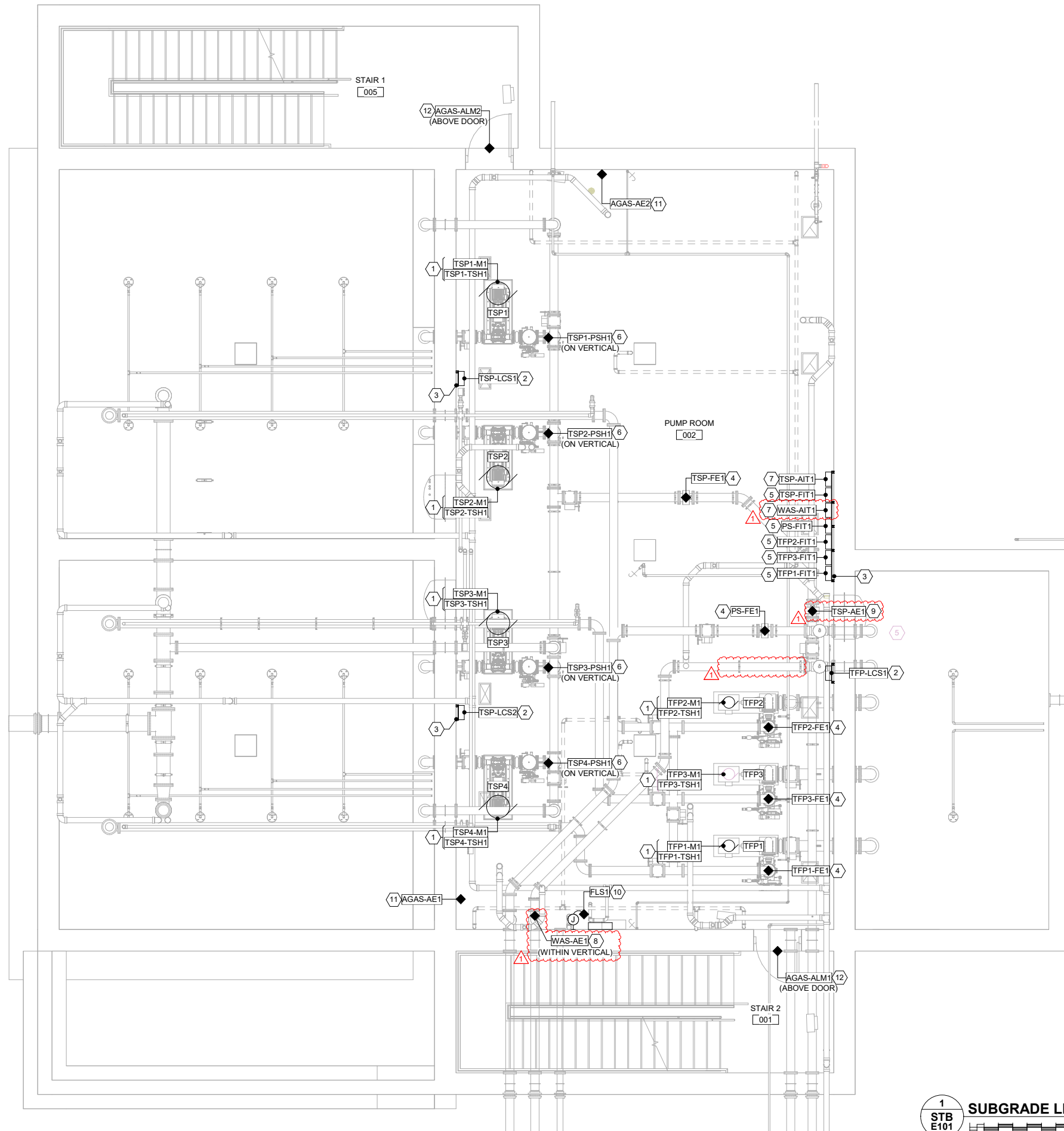
1 RADAR LEVEL TRANSDUCER (40 72 00)
FURNISHED BY THE CONTROL SYSTEM
MANUFACTURER AND INSTALLED BY THE
ELECTRICAL CONTRACTOR. MOUNT RADAR LEVEL
TRANSDUCER TO THE SIDE OF THE BRIDGE
USING A 4" WIDE X 1/4" THICK STAINLESS STEEL L-
SHAPED MOUNTING BRACKET. SECURE BRACKET
TO BRIDGE USING STAINLESS STEEL MOUNTING
HARDWARE.



WEST CLARIFIER - ELECTRICAL PROCESS PLAN

DRAWING TYPE	CONST.
PREPARED BY	PGM
CHECKED / APPROVED	JAS / MAR
DATE	JUNE 2025
PROJECT NUMBER	10044
FACILITY	RWC
DRAWING	E105

[illegible]



GENERAL NOTES

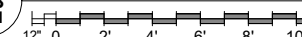
- SEE SHEET GEN/E001 FOR GENERAL NOTES.
- ALL TAG NAMES TO BE PRECEDED BY "STB-" UNLESS OTHERWISE DENOTED WITH AN ASTERISK (*).
- SEE DEVICE TAGNAMES WITHIN THE CABLE AND CONDUIT SCHEDULE FOR ALL CIRCUITING REQUIREMENTS.

CONSTRUCTION NOTES

- PROCESS PUMP / MOTOR / BLOWER INCLUDING MOTOR WINDING THERMAL SWITCHES (WHERE REQUIRED) PROVIDED BY THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL WIRE EQUIPMENT SHOWN. SEE ONE-LINE DIAGRAMS AND VFD OR MOTOR STARTER SCHEMATICS FOR WIRING DETAILS.
- CONTROL STATION / JUNCTION BOX (40 63 14) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND MOUNTED ON WALL OR STRUT STAND AS SHOWN BY THE ELECTRICAL CONTRACTOR. COORDINATE MOUNTING LOCATION DURING CONSTRUCTION. CONTROL STATION / JUNCTION BOX MAY BE USED AS A MEANS TO COMBINE OR 'MARSHAL' WIRING BACK TO THE CONTROL PANELS AND/OR MCCS AS INDICATED IN THE CABLE AND CONDUIT SCHEDULE. SEE ONE-LINE DIAGRAMS, CONTROL STATION / JUNCTION BOX SCHEDULES, AND P&IDs FOR ADDITIONAL DETAILS.
- WALL MOUNTED EQUIPMENT PANEL PROVIDED BY ELECTRICAL CONTRACTOR TO MOUNT EQUIPMENT SHOWN. COORDINATE INSTALLATION LOCATION WITH OWNER / ENGINEER. REFER TO THE 'WALL MOUNTED EQUIPMENT DETAIL' FOR REQUIREMENTS.
- MAGNETIC FLOWMETER (40 71 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR TO INSTALL MANUFACTURER FURNISHED INTERCONNECTION CABLES ROUTED BETWEEN THE TUBE AND THE ASSOCIATED TRANSMITTER.
- FLOW METER TRANSMITTER (40 71 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT TRANSMITTER ON WALL OR STRUT STAND AS SHOWN.
- PRESSURE SWITCH (40 73 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY ELECTRICAL CONTRACTOR. MOUNT PRESSURE SWITCH ON PRESSURE TAP PROVIDED BY THE GENERAL CONTRACTOR.
- ANALYTICAL TRANSMITTER (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT TRANSMITTER ON WALL OR STRUT STAND AS SHOWN.
- TSS SENSOR (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT SENSOR AS PER THE 'TSS (PEMOUNT) SENSOR MOUNTING DETAIL' FOUND WITHIN THE 'SD' SHEETS. REFER TO 'IC DRAWINGS' FOR CIRCUITING REQUIREMENTS.
- TOTAL SOLIDS SENSOR (40 75 00) FURNISHED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. MOUNT SENSOR AS PER THE MANUFACTURER'S INSTRUCTIONS.
- FLOOD SWITCH (40 72 00) PROVIDED BY THE CONTROL SYSTEM MANUFACTURER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS. ROUTE MANUFACTURER'S CABLE INTO GENERAL PURPOSE JUNCTION BOX LOCATED NEXT TO OR ABOVE SWITCH. CONVERT TO BUILDING WIRE PRIOR TO EXTENDING CIRCUIT TO THE SPECIFIED DESTINATION. CONFIRM EXACT MOUNTING LOCATION.
- COMBUSTIBLE GAS SENSOR (40 76 00) FURNISHED BY THE SYSTEMS INTEGRATOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO INSTALL MANUFACTURER PROVIDED INTERCONNECTION CABLE ROUTED BETWEEN THE SENSOR AND THE ASSOCIATED GAS DETECTOR. UTILIZE THE MANUFACTURER PROVIDED JUNCTION BOX TO MAKE FINAL TERMINATIONS AT THE SENSOR. REFER TO THE 'GAS DETECTION SYSTEM MOUNTING DETAIL' FOR MOUNTING REQUIREMENTS.
- EXTERIOR (OR C1D1 WHERE REQUIRED) RATED AUDIO/VISUAL GAS DETECTION ALARM (40 76 00) FURNISHED BY SYSTEMS INTEGRATOR AND INSTALLED BY ELECTRICAL CONTRACTOR. REFER TO THE 'GAS DETECTOR WIRING SCHEMATIC WITH CONTROL PANEL POWERED ANNUNCIATOR' FOR WIRING DETAILS. EXTERNAL AUDIO/VISUAL INDICATORS SHALL BE INSTALL ABOVE / NEXT TO THE DOORWAYS INDICATING THERE'S A GAS HAZARD BEFORE PERSONNEL ENTERS THE BUILDING.

1
STB
E101

SUBGRADE LEVEL - ELECTRICAL PROCESS PLAN



NERO
ENGINEERING

OWATONNA WWTF UPGRADE AND EXPANSION
CITY OF OWATONNA
OWATONNA, MINNESOTA

SUBGRADE LEVEL - ELECTRICAL PROCESS PLAN

DRAWING TYPE
CONST.
PREPARED BY
PGM
CHECKED / APPROVED
JAS / MAR
DATE
JUNE 2025
PROJECT NUMBER
10044
FACILITY
STB
DRAWING
E101

SYM	DATE	DESCRIPTION	APPR
1	06-27-25	FIELD ORDER NO. 47	MAR

WORK CHANGE DIRECTIVE NO.: 158

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Admin Cabinet Credit

Attachments:

WCD #158 Proposal.

Purpose for the Work Change Directive:

The Admin cabinet color did not match the color sample that was selected. This credit is provided to accept the cabinets as is.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$37,370.00	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/21/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#158
Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the credit negotiated by the city regarding the finish/color of the cabinets furnished and installed by Bradford Systems in the administration building, not matching the sample selected by the City. An additional credit was applied for the condition of some of the shelves and doors.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/21/2025
PROJECT NAME: Owatonna WWTF

WCD #: 158
RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR			MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL			
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -		\$0.00
Admin Cabinet Finish Sample Credit - Bradford/Lab Builders	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ (37,000.00)		(\$37,000.00)
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ -
Sales Tax	1.00	ea	7.375%								\$ -
Totals				0.00		\$0.00		\$0.00	\$ (37,000.00)		(\$37,000.00)
Rice Lake Mark-up on Subs (5%)											\$ -
Rice Lake Mark-up on labor, material, and equipment (15%)											\$ -
Bond Cost (1%)											\$ (370.00)
RLCG Overhead (6%)											\$ -
Total Change Order Proposal Request											(\$37,370.00)

Work Days Requested 0.0

WORK CHANGE DIRECTIVE NO.: 159

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

DTC Coating Credit

Attachments:

WCD #159 Proposal.

Purpose for the Work Change Directive:

The scope of the wall and ceiling coatings in the DTC has been revised.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$833.55 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/22/2025



22360 COUNTY ROAD 12 • PO BOX 517 • DEERWOOD, MN 56444 • PH 218-546-5519 • FX 218-546-7016

7/21/2025

Nero Engineering
7135 Madison Ave W
Minneapolis, Minnesota

Re: City of Owatonna WWTF
RLCG Project #2214
WCDP#159
Dear Nero Engineering:

Rice Lake Construction Group proposes to furnish labor, material, and equipment for the credit resulting from adjusting the painting and coating scope in the Digester Complex.

See attached documentation.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Jaime Barry
Project Manager



CHANGE ORDER PROPOSAL

22360 County Road 12, PO Box 517
Deerwood, MN 56444

DATE: 7/21/2025
PROJECT NAME: Owatonna WWTF

WCD #: 159
RLCG PROJECT #: 2214

DESCRIPTION	QTY Changed	UNIT	LABOR				MATERIAL		SUBCONT. TOTAL	EQUIP TOTAL	LINE	TOTAL
			RATE	HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
DTC Painting Scope Revisions - Per Fresh Blast Scope (Fresh Blast)	1.00	LS		0.00	\$ 90.00	\$0.00	\$ -	\$0.00	\$ (786.00)	\$ -		(\$786.00)
				0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%									\$ -
Sales Tax	1.00	ea	7.375%									\$ -
Totals				0.00		\$0.00		\$0.00	\$ (786.00)	\$ -		(\$786.00)
												\$ (39.30)
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												\$ (8.25)
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Fresh Blast Inc.
11160 Hudson Blvd N, Ste 355
Lake Elmo, MN 55042

Office: 651-447-2218

Date: 7/9/2025

We are pleased to submit a proposal for the following project:

Owatonna MN WWTF Upgrade and Expansion

For the following sections:

DTC – revisions to walls and ceiling paint scope

Our Proposal is for:

Seven hundred eighty-six dollars, deduct.

\$(786.00)

Plans dated: Engineer drawings with mark-up provided via e-mail 07/07/25

Addenda: N/A

Unit Prices: None

Allowances: None

Alternates: None

OUR BASE BID INCLUDES:

1. Removal of all DTC ceiling paint from scope, to the extent that work has not already been completed as of July 9, 2025. Removal includes existing ceiling from DTC room 107 and any new ceilings in rooms 002, 201, 202, 203, 101, 102, 103, 104, 105, 106, 108, 109, and 204.
2. Removal of wall paint scope behind the MCC's on the south wall of DTC room 108 and in the unoccupied space on the other side of that wall.
3. Removal of wall paint scope on new walls in DTC rooms 103 and 104, as walls are no longer being built.
4. Addition of existing walls (previously only new walls were included in scope for painting) to paint scope in the following areas: DTC rooms 108, the north south and west walls of DTC room 203 as highlighted on drawing, the south wall of DTC room 002 as highlighted on drawing.
5. Addition of the remainder of the existing north wall in DTC room 203 (not highlighted on drawing) to avoid terminating new paint mid-wall above the door.
6. MN Prevailing wages for Heavy/Highway construction projects per original bid date.
7. Labor, Materials, Equipment, Sales Tax, & Travel/Mobilization.

OUR BASE BID DOES NOT INCLUDE:

1. Any bonds required by Owner or GC.
2. Temp heat—indirect, externally-vented temp heat to be provided by GC or Owner if needed.

SETTING THE STANDARD. BETTER BLASTING. PERIOD.



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #23 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #23 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #23 consists of two WCDs (Price Escalation):

- 149 - Ductile Iron Pipe Price Escalation
- 153 - Concrete Price Escalation

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The total budget impact of Change Order 23 is an increase of \$30,607.22. Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #23 - Rice Lake Construction Group

CHANGE ORDER NO. 23

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 8/6/2025 Effective Date of Change Order: 8/6/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

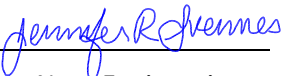
Work Change Directives Nos. 149, 153. Price Escalations.

Attachments:

WCD Log – 7-29-2025. Change Order Log – 7-29-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 22: \$ 2,952,326.89	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 22: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: \$ 58,672,926.88	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] [Decrease] this Change Order: \$ 30,607.22	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 58,703,534.10	Contract Times with all approved Change Orders: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 7/29/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 149

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Ductile Iron Pipe Price Escalation

Attachments:

WCD #149 Proposal.

Purpose for the Work Change Directive:

This WCD covers price escalation of ductile iron pipe for areas of the STB, RWC, and DTC. Certain sections of piping need to be ordered after equipment is set and field measurements can be obtained. All the piping and fittings that could be ordered without field measurement was done so as soon as possible after the project bid. Since then, there has been price escalation for DIP and this WCD is for the spools that required field measurement.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$20,358.81 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 7/22/2025

WORK CHANGE DIRECTIVE NO.: 153

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/22/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Concrete Price Escalation

Attachments:

WCD #153 Proposal.

Purpose for the Work Change Directive:

There has been price escalation for concrete material from Cemstone of \$10/CY for the time period of 1/1/2024 to 7/7/2025.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$10,248.41	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE



Title: Lead Process Engineer

Date: 7/22/2025



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #24 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #24 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #24 consists of one WCD:

- 160 - Primary Digester Lid Removal

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The total budget impact of Change Order 24 is an increase of \$231,806.80. The total revised contract amount following Change Orders 22, 23, and 24 is \$58,935,340.90 (5.76% increase from original contract). Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #24 - Rice Lake Construction Group
2. Owatonna WWTF - Change Order Log

CHANGE ORDER NO. 24

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 8/6/2025 Effective Date of Change Order: 8/6/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

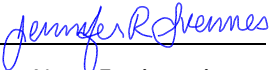
Work Change Directives Nos. 160.

Attachments:

WCD Log – 7-29-2025. Change Order Log – 7-29-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 23: \$ 2,982,934.11	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 23: Substantial Completion: 210 days Ready for final payment: 210 days
Contract Price prior to this Change Order: \$ 58,703,534.10	Contract Times prior to this Change Order: Substantial Completion: 10/27/2025 Ready for final payment: 01/26/2026
[Increase] [Decrease] this Change Order: \$ 231,806.80	[Increase] [Decrease] this Change Order: Substantial Completion: 60 Ready for final payment: 60
Contract Price incorporating this Change Order: \$ 58,935,340.90	Contract Times with all approved Change Orders: Substantial Completion: 12/26/2025 Ready for final payment: 03/27/2026

Recommended by Engineer (if required)

By: Jennifer Svenes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 7/29/2025

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 160

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	7/29/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Primary Digester Lid Removal

Attachments:

WCD #160 Proposal.

Purpose for the Work Change Directive:

The existing primary digester was found to have tar completely filling the annular space between the cover and the tank. This is not typically how digesters are sealed, and there was no documentation from the original WWTF plans that indicates the cover was sealed in this way. Usually, there is only a seal at the top few inches of the cover. The original plan for removing the cover was to remove the seal at the top of the cover and then to lift the existing cover out of the tank to demo on the ground. Because the cover is adhered completely to the tank, the cover will need to be cut and removed in pieces. Rice Lake explored many options to complete this task safely and has proposed utilizing Veit to perform the work. Rice Lake is also requesting a 60-day time extension to the contract for this change in condition.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$231,806.80 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE

Title: Lead Process Engineer

Date: 7/29/2025

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove BFVs at	-\$12,511.72			
	4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Comments	\$53,409.75			
	5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$3,329.18			
	7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
3	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98	Yes	\$0.00	\$55,883,200.86
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
4	1	6/22/2023	Wage Rate Update	\$0.00	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Contaminated Soil Removal	\$193,738.62			
5	6	6/23/2023	Additional Granular Fill	\$72,219.17	Yes	\$3,535.00	\$56,152,693.65
	32	6/23/2023	Vaughan Price Escalation	\$3,535.00			
6	18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RWC	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$3,659.69			
	35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	Yes	\$25,919.20	\$56,409,973.75

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	Yes	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			
10	61	12/8/2023	Casework Material Change	\$24,162.43	Yes	\$191,149.45	\$56,686,268.09
	62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$6,907.35			
	63	11/20/2023	OPU Water Hydrant	\$4,757.48			
	64	12/8/2023	MBR Lab Vacuum Pump	\$2,651.59			
	66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$7,028.25			
	67	12/26/2023	STB Roof Insulation Depth Change	\$56,756.00			
	68	1/2/2024	Door Changes	\$83,704.09			
	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25			
11	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53	Yes	\$223,024.85	\$56,909,292.94
	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32			
12	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90	Yes	\$117,963.80	\$57,027,256.74
	75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$20,200.43			
	76	4/11/2024	Add influent and effluent pH sensors	\$21,046.32			
	77	4/26/2024	Revise PB blower piping per RFI 172	-\$10,862.10			
	80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$1,894.14			
	82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$10,989.02			
	83	6/4/2024	Mud Valve Replacement	\$41,097.92			
	84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$23,784.28			
	85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$38,748.03			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
13	87	6/28/2024	Admin Building Materials Price Escalation	\$9,276.28	Yes	\$9,276.28	\$57,036,533.02
14	88	6/28/2024	MBR Grating Modifications	\$11,361.04	Yes	\$47,854.80	\$57,084,387.82
	89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$6,592.85			
	91	7/18/2024	PB Generator Feed Reroute	-\$2,889.75			
	92	8/1/2024	Secondary Digester Interior Coatings	\$32,790.66			
15	93	8/2/2024	DIP Spools - Price Escalation	\$22,008.91	Yes	\$22,008.91	\$57,106,396.73
16	94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$15,405.13	Yes	\$202,203.73	\$57,308,600.46
	95	8/14/2024	Fiber Loop Revision	\$7,836.45			
	96	8/14/2024	Fire Alarm Submittal Comments	\$16,958.78			
	97	8/20/2024	Additional Exterior Doors	\$40,019.36			
	98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$9,350.58			
	99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$3,499.65			
	100	8/29/2024	Additional Sidewalks	\$39,040.92			
	102	8/30/2024	FSB and MLS Waste Drains	\$18,205.45			
	103	9/13/2024	Hydronic Pump Control Changes	\$14,252.46			
	104	9/17/2024	Additional Interior Admin Doors	\$28,263.76			
	105	9/25/2024	MLS Fiberglass Door	\$9,371.20			
17	106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$8,169.58	Yes	\$83,648.58	\$57,392,249.04
	107	10/28/2024	Add Dryer Vent per RFI 190	\$1,852.24			
	108	11/7/2024	Scanning and Select Demolition	\$3,870.07			
	109	10/28/2024	Change Admin Curtain Wall System	\$13,189.44			
	110	10/28/2024	STB Plumbing Modifications	\$18,931.28			
	111	11/11/2024	DTC Transformer Relocation	\$11,327.32			
	112	10/30/2024	Admin Building Electrical Changes	\$16,561.61			
	113	11/18/2024	Air Content Deviation	-\$437.62			
	114	11/21/2024	EWR - NPW Check Valve	\$10,184.66			
18		3/5/2025	Completion Date Extension	\$0.00	Yes	\$0.00	\$57,392,249.04

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
19	115	12/5/2024	Secondary Digester Manway Repair	\$3,485.57	Yes	\$192,478.87	\$57,584,727.91
	116	1/14/2025	DTC Generator Room Changes	\$21,685.49			
	117	12/5/2024	Unit Heater Relocation (RFI 187)	\$2,308.55			
	118	12/5/2024	Admin Building Plumbing Changes	\$8,921.64			
	119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$11,889.82			
	120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$3,209.99			
	121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$4,425.69			
	122	12/30/2024	STB Additional Bends for TSS Sensor	\$2,762.82			
	123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$13,527.16			
	124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$4,091.83			
	125	1/6/2025	Add Coatings to Admin Corridor 188	\$2,720.39			
	126	1/13/2025	Watermain Replacement for MBR Drain Install	\$29,953.88			
	127	1/13/2025	Admin Light Gauge Framing Changes	\$5,552.94			
	128	1/13/2025	Add Railing to Roof of Primary Digester	\$7,672.08			
	129	2/10/2025	Add 8" Blind Flanges in DPS	\$1,098.09			
	130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$28,048.11			
	131	2/10/2025	Secondary Digester Corbel Demolition	\$5,827.01			
	132	3/6/2025	Admin Window Blinds	\$3,345.68			
	133	3/6/2025	Exterior Door Sweeps	\$4,316.93			
	134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet	\$708.20			
	135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$18,709.03			
	136	3/6/2025	STB Field Modifications	\$8,217.97			
20	137	3/28/2025	Replace 24" Air Piping between PB and AB	\$465,219.59	Yes	\$586,291.62	\$58,171,019.53
	139	3/18/2025	Biogas Area Changes	\$121,072.03			
21	138	3/17/2025	RSS Retaining Wall	\$390,754.62	Yes	\$465,902.72	\$58,636,922.25
	141	5/8/2025	RWC EQ Pipe and Control Valves	\$61,836.36			
	143	4/17/2025	MJ Caps for Existing Scum Lines	\$1,429.86			
	145	4/29/2025	Digester No. 2 Additional Manway Repair	\$3,298.29			
	146	5/5/2025	Admin Building Door Stoops	\$7,637.98			
	147	5/5/2025	Digester Manway Gaskets	\$945.61			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
22	140	4/17/2025	Existing Exterior Wall Refinish	\$19,164.39	No	\$36,004.63	\$58,672,926.88
	142	6/2/2025	RWC Pump Connections	\$12,146.03			
	144	5/19/2025	MBR and DTC HVAC Modifications	\$4,463.92			
	148	6/2/2025	Admin Sidewalk Modifications	\$3,663.46			
	150	6/5/2025	DTC Pipe Modifications	\$2,594.19			
	151	7/1/2025	FO 46 Biogas Odorizer Wiring	\$10,185.43			
	155	7/9/2025	Classified Overhead Door Operator	\$2,774.35			
	156	7/9/2025	Digester 1 Fluidizing Line Replacement	\$4,472.53			
	157	7/11/2025	FO 47 - TSS Sensor Modifications	\$14,743.89			
	158	7/21/2025	Admin Cabinet Credit	-\$37,370.00			
	159	7/21/2025	DTC Coating Credit	-\$833.55			
23	149	6/2/2025	DIP Spools - Price Escalation	\$20,358.81	No	\$30,607.22	\$58,703,534.10
	153	7/8/2025	Concrete - Price Escalation	\$10,248.41			
24	160	7/22/2025	Primary Digester Lid Removal	\$231,806.80	No	\$231,806.80	\$58,935,340.90

Owatonna WWTF Upgrade and Expansion
Work Change Directive Log

Original Contract Cost
\$55,720,600.00

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
1	6/23/2023	Contaminated Soil Removal					\$193,738.62	mostly	Yes	Yes	No	Yes
2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$0.00	\$0.00	\$0.00	\$548.00	\$581.15	Yes	Yes	yes	No	yes
3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove B	\$1,900.00	-\$11,985.98	\$0.00	\$0.00	-\$12,511.72	Yes	Yes	yes	No	yes
4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Commer	\$14,841.85	\$22,303.75	\$4,080.00	\$2,272.00	\$53,409.75	Yes	Yes	yes	No	yes
5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$0.00	\$1,887.00	\$0.00	\$940.00	\$3,329.18	Yes	Yes	yes	No	yes
6	6/23/2023	Additional Granular Fill	\$0.00	\$42,388.50	\$0.00	\$0.00	\$72,219.17	Yes	Yes	yes	No	yes
7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	\$0.00	-\$8,975.00	\$0.00	\$0.00	-\$11,092.99	Yes	Yes	yes	No	yes
8	9/30/2022	MBR Tank Drain Valves	\$2,280.00	\$11,400.00	\$0.00	\$0.00	\$16,853.62	Yes	Yes	yes	No	yes
9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$760.00	\$6,052.63	\$150.00	\$978.40	\$9,613.92	Yes	Yes	yes	No	yes
10	9/30/2022	Grating Width Changes and Perm Wall Pipe	\$760.00	-\$6,363.70	\$0.00	\$0.00	-\$6,944.33	Yes	Yes	yes	No	yes
11	10/16/2022	Change White Maple Wooden Doors to Oak Finish	\$0.00	\$2,095.00	\$0.00	\$0.00	\$2,594.84	CANCELLED				
12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$20,520.00	\$1,650.00	\$5,600.00	\$39,760.00	\$75,579.50	Yes	no	yes	No	yes
13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$0.00	\$11,114.66	\$0.00	\$0.00	\$13,737.58	Yes	Yes	yes	No	yes
14	10/16/2022	Additional Window in Admin Building	\$6,196.80	\$5,516.44	\$84.00	\$7,012.00	\$21,862.56	Yes	no	yes	No	yes
15	5/31/2022	Suez Price Escalation - Documented under Cost Escalation					\$252,500.00	Yes	NA	NA	Yes	Yes
16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$22,800.00	\$1,669.00	\$20,000.00	-\$11,660.00	-\$17,903.83	Yes	Yes	yes	No	yes
17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$190.00	\$0.00	\$3,400.00	\$0.00	\$3,835.98	Yes	Yes	yes	No	yes
18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$15,808.00	\$22,225.06	-\$139.75	\$13,400.00	\$60,677.57	Yes	Yes	yes	No	yes
19	12/22/2022	RFI No. 45 - Hardware Material Change	\$0.00	\$0.00	\$0.00	-\$237,870.81	-\$240,249.52	Yes	Yes	yes	No	yes
20	12/23/2022	RFI No. 87 - Concrete Sealer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CANCELLED				
21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening	\$1,615.00	\$950.00	\$86.50	\$590.00	\$3,786.97	Yes	Yes	yes	No	yes
22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	\$0.00	\$0.00	\$0.00	-\$11,733.00	-\$12,442.85	Yes	Yes	yes	No	yes
23	7/31/2023	AB Blower Piping Change	\$21,330.00	\$21,959.14	\$0.00	-\$1,656.00	\$22,330.34	Yes	Yes	yes	No	yes
24	2/17/2023	Add MBR Blower Inlet Dampers	\$0.00	\$1,926.00	\$0.00	\$0.00	\$2,042.52	Yes	Yes	yes	No	yes
25	2/23/2023	Storm Water Basin						CANCELLED				
26	3/7/2023	AB Blower Piping Expansion Joints	\$7,695.00	\$18,797.08	\$1,450.00	\$0.00	\$34,243.47	Yes	Yes	yes	No	yes
27	4/3/2023	MLS Bonnetless Knife Gate Valves	\$0.00	-\$40,000.00	\$0.00	\$0.00	-\$49,439.50	Yes	Yes	yes	No	yes
28		Painting and MLS Outside Project						CANCELLED			No	
29	4/12/2023	FSB Roof Drain Piping	\$4,320.00	\$1,528.89	\$0.00	\$0.00	\$7,125.53	Yes	Yes	yes	No	yes
30		Rotary Drum Thickening Equipment	\$0.00	\$3,800.00	\$0.00	\$0.00	\$4,696.75	CANCELLED				
31		Circular Clarifier Center Column Change	\$0.00	\$5,820.00	\$0.00	\$0.00	\$7,193.45	CANCELLED				
32	6/2/2023	Sludge Mixing System Price Inflation - Covered under Price E	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,535.00	Yes	NA	NA	Yes	yes
33	6/23/2023	RFI #117 - Weirs and Anchors	\$4,320.00	\$6,305.00	\$350.00	\$0.00	\$13,435.27	Yes	Yes	yes	No	yes
34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$1,440.00	\$1,548.89	\$0.00	\$0.00	\$3,659.69	Yes	Yes	yes	No	yes
35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$4,950.00	\$5,001.00	\$0.00	\$20,468.44	\$33,902.50	Yes	Yes	yes	No	yes
36	6/23/2023	MBR Influent Channel additional grout	\$2,160.00	\$10,850.89	\$0.00	\$0.00	\$16,029.48	Yes	Yes	yes	No	yes
37	6/23/2023	FSB Flexible Chutes	\$0.00	\$2,972.64	\$0.00	\$0.00	\$3,223.79	Yes	Yes	yes	No	yes
38	6/29/2023	Hydronic System RFI #128 and #135	\$2,070.00	\$6,697.20	\$0.00	\$0.00	\$10,786.50	Yes	Yes	yes	No	Yes
39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$11,070.00	\$9,926.68	\$200.00	\$20,358.28	\$47,508.35	Yes	Yes	Yes	No	Yes
40	8/15/2023	Hydronic System Water Treatment	\$0.00	-\$2,684.06	\$0.00	\$0.00	-\$3,317.46	Yes	Yes	yes	No	Yes
41	9/13/2023	Painting System Changes	\$10,800.00	\$8,763.75	\$1,250.00	\$107,851.00	\$115,116.46	Yes	no	yes	No	yes
42	9/13/2023	FSB Chutes	\$360.00	\$931.10	\$50.00	\$0.00	\$1,645.22	Yes	Yes	yes	No	Yes
43	9/13/2023	RFI #154 - Fan Starters	\$0.00	\$0.00	\$0.00	\$5,101.80	\$5,410.46	Yes	Yes	yes	No	Yes
44	9/13/2023	Removal of Select Granual Fills	-\$2,700.00	-\$33,282.19	-\$850.00	\$0.00	-\$42,916.93	Yes	Yes	yes	No	Yes
45	9/20/2023	MBR RAS Pump Discharge Reducers	\$4,320.00	\$29,739.60	\$600.00	\$0.00	\$42,690.51	Yes	Yes	yes	No	Yes
46	9/20/2023	Re-paint of RWC pump gallery and tunnel	\$0.00	\$0.00	\$0.00	\$66,250.00	\$70,258.33	CANCELLED				
47	9/20/2023	Full Word Pipe ID Stencils	\$0.00	\$0.00	\$0.00	\$7,110.00	\$7,540.36	CANCELLED				
48	9/20/2023	DIP Spools - Logged under Price Escalation	\$0.00	\$23,899.95	\$0.00	\$0.00	\$25,919.20	Yes	NA	NA	Yes	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$3,224.75	-\$2,522.92	\$0.00	-\$425.88	-\$7,478.34	Yes	Yes	Yes	No	Yes
50	9/21/2023	Field Order # 20 - Admin Water Softener	\$3,780.00	\$2,934.39	\$0.00	\$2,685.92	\$11,056.65	Yes	Yes	Yes	No	Yes
51	9/29/2023	Process Building Water Softener	\$3,240.00	\$2,370.29	\$0.00	\$2,381.63	\$9,382.37	CANCELLED				
52	9/29/2023	Remove Handrail at AB basin	-\$12,780.00	-\$66,000.00	-\$1,250.00	\$0.00	-\$93,600.24	Yes	Yes	Yes	No	Yes
53	10/6/2023	Field Order 21 - AB Structural Changes	\$6,660.00	\$5,627.28	\$1,650.00	\$369.50	\$17,335.49	Yes	Yes	Yes	No	Yes
54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$7,650.00	\$6,150.00	\$450.00	\$3,280.00	\$20,874.24	Yes	Yes	Yes	No	Yes
55	9/29/2023	FSB FRP Door Color Change	\$0.00	\$0.00	\$0.00	\$1,820.00	\$1,930.11	No	No	Yes	No	No
56	10/13/2023	Asbestos Removal	\$0.00	\$0.00	\$0.00	\$14,670.00	\$15,557.54	Yes	Yes	Yes	No	Yes
57	10/27/2023	Clean Aeration Basins	\$5,400.00	\$3,764.80	\$1,600.00	\$16,380.00	\$29,931.27	Yes	Yes	Yes	No	Yes
60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$1,620.00	\$3,592.20	\$0.00	\$875.00	\$7,331.29	Yes	Yes	Yes	No	Yes
61	12/8/2023	Casework Material Change	\$0.00	\$0.00	\$0.00	\$22,784.00	\$24,162.43	Yes	No	Yes	No	Yes
62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$0.00	\$0.00	\$0.00	\$6,513.30	\$6,907.35	Yes	Yes	Yes	No	Yes
63	11/20/2023	OPU Water Hydrant	\$0.00	\$0.00	\$0.00	\$4,710.38	\$4,757.48	Yes	Yes	Yes	No	Yes
64	12/8/2023	MBR Lab Vacuum Pump	\$0.00	\$0.00	\$0.00	\$2,500.32	\$2,651.59	Yes	Yes	Yes	No	Yes
65	4/2/2024	Field Order 16 - Site Changes	\$73,090.90	\$58,439.57	\$19,867.75	\$34,068.03	\$219,304.53	Yes	Yes	Yes	No	Yes
66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$3,457.74	\$1,961.15	\$356.02	\$0.00	\$7,028.25	Yes	Yes	Yes	No	Yes
67	12/26/2023	STB Roof Insulation Depth Change	\$0.00	\$0.00	\$0.00	\$53,518.15	\$56,756.00	Yes	Yes	Yes	No	Yes
68	1/2/2024	Door Changes					\$83,704.09	Yes	Yes	Yes	No	Yes
69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$0.00	\$0.00	\$0.00	\$4,886.61	\$5,182.25	Yes	Yes	Yes	No	Yes
70	2/13/2024	Bead Blast Floors of Aeration Basins 1 & 2					\$26,776.76	CANCELLED				
71	2/16/2024	Recoat Walls above Water Level of ABs 1&2					\$44,145.38	CANCELLED				
72	2/16/2024	Peak Flow Overflow Box	\$1,800.00	\$1,010.00	\$250.00	\$0.00	\$3,720.32	Yes	Yes	Yes	No	Yes
73	2/19/2024	FSB Temp Booster Pump for FSB					\$7,114.07	CANCELLED				
74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$3,060.00	\$3,259.13	\$50.00	\$7,034.29	\$15,254.90	Yes	Yes	Yes	No	Yes
75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$4,500.00	-\$3,764.80	-\$1,600.00	-\$8,190.00	-\$20,200.43	Yes	Yes	Yes	No	Yes
76	4/11/2024	Add influent and effluent pH sensors	\$0.00	\$0.00	\$0.00	\$19,845.65	\$21,046.32	Yes	Yes	Yes	No	Yes
77	4/26/2024	Revise PB blower piping per RFI 172	-\$2,160.00	-\$5,588.40	-\$480.00	-\$735.00	-\$10,862.10	Yes	Yes	Yes	No	Yes
78	4/26/2024	Flow meter cables - Veolia					\$22,865.77	CANCELLED	NA	NA	NA	NA
79	4/26/2024	Additional couplings for permeate piping					\$20,926.32	CANCELLED	NA	NA	No	No
80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$720.00	-\$802.97	-\$25.00	\$0.00	-\$1,894.14	NA	NA	NA	No	Yes
81	5/15/2024	Biogas Odorizer Shed					\$26,490.56	CANCELLED				
82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$3,780.00	\$1,592.58	\$0.00	\$4,186.00	\$10,989.02	Yes	Yes	Yes	No	Yes
83	6/4/2024	Mud Valve Replacement	\$18,900.00	\$13,590.20	\$1,200.00	\$0.00	\$41,097.92	No	No	Yes	No	Yes
84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$1,845.00	\$12,594.70	\$480.00	\$5,250.00	\$23,784.28	Yes	Yes	Yes	No	Yes
85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$23,580.00	\$861.00	\$5,005.00	\$3,103.80	\$38,748.03	Yes	Yes	Yes	No	Yes
86	6/25/2024	Additional storm manhole						CANCELLED				
87	6/28/2024	Admin Building Materials Price Escalation	\$0.00	\$0.00	\$0.00	\$9,184.44	\$9,276.28	Yes	Yes	Yes	Yes	Yes
88	6/28/2024	MBR Grating Modifications	\$7,200.00	\$1,896.67	\$250.00	\$0.00	\$11,361.04	Yes	Yes	Yes	No	Yes
89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$2,340.00	\$460.00	\$0.00	\$3,014.48	\$6,592.85	Yes	Yes	Yes	No	Yes
90	7/16/2024	MBR Bathroom Deco Flake Coating						CANCELLED				
91	7/18/2024	PB Generator Feed Reroute	\$0.00	\$0.00	\$0.00	-\$2,724.89	-\$2,889.75	Yes	NA	NA	No	Yes
92	8/1/2024	Secondary Digester Interior Coatings	\$360.00	\$0.00	\$2,400.00	\$27,880.00	\$32,790.66	Yes	Yes	Yes	No	Yes
93	8/2/2024	DIP Spools - Price Escalation	\$0.00	\$20,294.30	\$0.00	\$0.00	\$22,008.91	Yes	Yes	Yes	Yes	Yes
94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$3,780.00	\$3,202.54	\$250.00	\$6,200.00	\$15,405.13	Yes	Yes	Yes	No	Yes
95	8/14/2024	Fiber Loop Revision	\$0.00	\$0.00	\$0.00	\$7,389.39	\$7,836.45	Yes	Yes	Yes	No	Yes
96	8/14/2024	Fire Alarm Submittal Comments	\$0.00	\$0.00	\$0.00	\$15,991.30	\$16,958.78	Yes	Yes	Yes	No	Yes
97	8/20/2024	Additional Exterior Doors	\$9,180.00	\$18,431.57	\$1,400.00	\$4,230.00	\$40,019.36	Yes	No	Yes	No	Yes
98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$5,760.00	\$0.00	\$2,040.00	\$0.00	\$9,350.58	Yes	Yes	Yes	No	Yes
99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$0.00	\$0.00	\$0.00	\$3,300.00	\$3,499.65	Yes	Yes	Yes	No	Yes
100	8/29/2024	Additional Sidewalks	\$20,340.00	\$9,604.80	\$1,300.00	\$950.00	\$39,040.92	Yes	No	Yes	No	Yes
101	8/30/2024	MBR Lab Plumbing Changes	\$3,510.00	\$290.31	\$0.00	\$0.00	\$4,612.94	CANCELLED				
102	8/30/2024	FSB and MLS Waste Drains	\$10,440.00	\$2,983.60	\$1,710.00	\$0.00	\$18,205.45	Yes	Yes	Yes	No	Yes
103	9/13/2024	Hydronic Pump Control Changes	\$1,800.00	\$523.00	\$0.00	\$10,895.14	\$14,252.46	Yes	Yes	Yes	No	Yes
104	9/17/2024	Additional Interior Admin Doors	\$6,840.00	\$14,155.58	\$0.00	\$3,240.00	\$28,263.76	Yes	No	Yes	No	Yes
105	9/25/2024	MLS Fiberglass Door	\$1,980.00	\$5,727.10	\$275.00	\$0.00	\$9,371.20	Yes	No	Yes	No	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$3,060.00	\$3,415.60	\$425.00	\$0.00	\$8,169.58	Yes	Yes	Yes	No	Yes
107	10/28/2024	Add Dryer Vent per RFI 190	\$270.00	\$0.00	\$0.00	\$1,438.00	\$1,852.24	Yes	Yes	Yes	No	Yes
108	11/7/2024	Scanning and Select Demolition	-\$2,160.00	\$0.00	\$0.00	\$6,015.00	\$3,870.07	Yes	Yes	Yes	No	Yes
109	10/28/2024	Change Admin Curtain Wall System	\$0.00	\$0.00	\$0.00	\$0.00	\$13,189.44	Yes	Yes	Yes	No	Yes
110	10/28/2024	STB Plumbing Modifications	\$7,650.00	\$3,342.32	\$727.50	\$4,651.00	\$18,931.28	Yes	Yes	Yes	No	Yes
111	11/11/2024	DTC Transformer Relocation	\$4,410.00	\$1,125.00	\$557.50	\$3,792.55	\$11,327.32	No	Yes	Yes	No	Yes
112	10/30/2024	Admin Building Electrical Changes	\$0.00	\$0.00	\$0.00	\$15,616.79	\$16,561.61	Yes	Yes	Yes	No	Yes
113	11/18/2024	Air Content Deviation	\$0.00	-\$375.00	\$0.00	\$0.00	-\$437.62	Yes	Yes	Yes	No	Yes
114	11/21/2024	EWR - NPW Check Valve	\$4,320.00	\$4,104.35	\$0.00	\$150.00	\$10,184.66	Yes	Yes	Yes	No	Yes
115	12/5/2024	Secondary Digester Manway Repair	\$2,520.00	\$125.00	\$0.00	\$75.00	\$3,485.57	Yes	Yes	Yes	No	Yes
116	1/14/2025	DTC Generator Room Changes	\$9,180.00	\$1,710.76	\$900.00	\$5,819.92	\$21,685.49	Yes	Yes	Yes	No	Yes
117	12/5/2024	Unit Heater Relocation (RFI 187)	\$1,440.00	\$350.00	\$0.00	\$0.00	\$2,308.55	Yes	Yes	Yes	No	Yes
118	12/5/2024	Admin Building Plumbing Changes	\$5,400.00	\$1,350.00	\$175.00	\$0.00	\$8,921.64	Yes	Yes	Yes	No	Yes
119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$3,690.00	\$300.00	\$150.00	\$5,845.84	\$11,889.82	Yes	Yes	Yes	No	Yes
120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$1,440.00	\$243.78	\$845.21	\$0.00	\$3,209.99	Yes	Yes	Yes	No	Yes
121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$2,160.00	\$1,025.00	\$250.00	\$0.00	\$4,425.69	Yes	Yes	Yes	No	Yes
122	12/30/2024	STB Additional Bends for TSS Sensor	\$810.00	\$1,173.55	\$150.00	\$0.00	\$2,762.82	Yes	Yes	Yes	No	Yes
123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$0.00	\$0.00	\$0.00	\$12,033.45	\$13,527.16	Yes	Yes	Yes	No	Yes
124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$0.00	\$0.00	\$0.00	\$3,640.00	\$4,091.83	Yes	No	Yes	No	Yes
125	1/6/2025	Add Coatings to Admin Corridor 188	\$0.00	\$0.00	\$0.00	\$2,420.00	\$2,720.39	Yes	No	Yes	No	Yes
126	1/13/2025	Watermain Replacement for MBR Drain Install	\$8,280.00	\$9,387.20	\$5,700.00	\$0.00	\$29,953.88	Yes	Yes	Yes	No	Yes
127	1/13/2025	Admin Light Gauge Framing Changes	\$0.00	\$0.00	\$0.00	\$4,939.77	\$5,552.94	Yes	Yes	Yes	No	Yes
128	1/13/2025	Add Railing to Roof of Primary Digester	\$1,080.00	\$4,280.00	\$550.00	\$0.00	\$7,672.08	Yes	No	Yes	No	Yes
129	2/10/2025	Add 8" Blind Flanges in DPS	\$270.00	\$502.90	\$75.00	\$0.00	\$1,098.09	Yes	Yes	Yes	No	Yes
130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$17,280.00	\$0.00	\$4,750.00	\$0.00	\$28,048.11	Yes	Yes	Yes	No	Yes
131	2/10/2025	Secondary Digester Corbel Demolition	\$4,320.00	\$0.00	\$225.00	\$0.00	\$5,827.01	Yes	Yes	Yes	No	Yes
132	3/6/2025	Admin Window Blinds	\$0.00	\$0.00	\$0.00	\$2,976.24	\$3,345.68	No	No	Yes	No	Yes
133	3/6/2025	Exterior Door Sweeps	\$0.00	\$3,295.00	\$0.00	\$0.00	\$4,316.93	Yes	Yes	Yes	No	Yes
134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's C	\$0.00	\$0.00	\$0.00	\$630.00	\$708.20	Yes	No	Yes	No	Yes
135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$2,700.00	\$10,882.50	\$0.00	\$750.00	\$18,709.03	Yes	Yes	Yes	No	Yes
136	3/6/2025	STB Field Modifications	\$3,420.00	\$2,561.58	\$0.00	\$450.00	\$8,217.97	Yes	Yes	Yes	No	Yes
137	3/28/2025	Replace 24" Air Piping between PB and AB	\$118,350.00	\$205,814.17	\$26,506.57	\$9,688.91	\$465,219.59	Partially	Yes	Yes	No	Yes
138	3/17/2025	RSS Retaining Wall	\$190,980.00	\$41,521.60	\$38,930.00	\$41,229.74	\$390,754.62	Partially	No	Yes	No	Yes
139	3/18/2025	Biogas Area Changes	\$8,347.31	\$13,646.62	\$1,350.00	\$81,738.23	\$121,072.03	Yes	Yes	Yes	No	Yes

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
140	4/17/2025	Existing Exterior Wall Refinish	\$10,800.00	\$534.10	\$450.00	\$3,590.00	\$19,164.39	Yes	No	Yes	No	No
		Remove Masonry Veneer	\$3,600.00		\$450.00		\$4,050.00					
		Grind and Prep Wall for Coating	\$720.00				\$720.00					
		Patch and Rub Wall	\$6,480.00	\$534.10			\$7,014.10					
		Wall Coating				\$3,590.00	\$3,590.00					
		Misc and Mat'l/Labor (5%)					\$540.00					
		Sales Tax (7.325%)					\$39.39					
		RL Mark Up on Subs (5%)					\$179.50					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$1,767.62					
		Bond Costs (1%)					\$179.00					
141	5/8/2025	RWC EQ Pipe and Control Valves	\$7,020.00	\$23,802.15	\$5,655.50	\$13,050.38	\$61,836.36	Yes	Yes	Yes	No	Yes
142	6/2/2025	RWC Pump Connections	\$3,150.00	\$4,974.90	\$1,284.37	\$0.00	\$12,146.03	Yes	Yes	Yes	No	No
		Offset Fine Screen RAS Line	\$900.00		\$356.25		\$1,256.25					
		SSRSP Pipe Modifications	\$2,520.00		\$862.50		\$3,382.50					
		Lower WAS Pumps	\$1,080.00		\$412.50		\$1,492.50					
		Not installing SSRSP-KGV1	-\$1,350.00		-\$346.88		-\$1,696.88					
		Pipe Material		\$4,974.90			\$4,974.90					
		Misc and Mat'l/Labor (5%)					\$157.50					
		Sales Tax (7.325%)					\$366.90					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$1,411.39					
		Bond Costs (1%)					\$113.46					
		RLCG Overhead (6%)					\$687.51					
143	4/17/2025	MJ Caps for Existing Scum Lines	\$540.00	\$392.70	\$180.00	\$0.00	\$1,429.86	Yes	Yes	Yes	No	Yes
144	5/19/2025	MBR and DTC HVAC Modifications	\$0.00	\$0.00	\$0.00	\$3,971.00	\$4,463.92	No	Yes	Yes	No	No
		MBR RAS Air Release Valve Vent				\$3,971.00	\$3,971.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$198.55					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$41.70					
		RLCG Overhead (6%)					\$252.67					
145	4/29/2025	Digester No. 2 Additional Manway Repair	\$2,070.00	\$238.64	\$265.00	\$0.00	\$3,298.29	Yes	Yes	Yes	No	Yes
146	5/5/2025	Admin Building Door Stoops	\$4,230.00	\$1,198.00	\$515.00	\$0.00	\$7,637.98	Yes	Yes	Yes	No	Yes
147	5/5/2025	Digester Manway Gaskets	\$198.00	\$527.60	\$0.00	\$0.00	\$945.61	Yes	Yes	Yes	No	Yes
148	6/2/2025	Admin Sidewalk Modifications	\$2,250.00	\$331.46	\$275.00	\$0.00	\$3,663.46	Yes	Yes	Yes	No	No
		Grading, Forming, and Prep	\$1,800.00	\$125.00	\$175.00		\$2,100.00					
		Sidewalk Removed	-\$2,790.00	-\$3,453.21	-\$750.00		-\$6,993.21					
		Sidewalk Added	\$3,240.00	\$3,659.67	\$850.00		\$7,749.67					
		Misc and Mat'l/Labor (5%)					\$112.50					
		Sales Tax (7.325%)					\$24.45					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$428.46					
		Bond Costs (1%)					\$34.22					
		RLCG Overhead (6%)					\$207.37					
149	6/2/2025	DIP Spools - Price Escalation	\$0.00	\$18,772.75	\$0.00	\$0.00	\$20,358.81	Ordered	Yes	Yes	Yes	No
		Spool Cost Increase		\$18,772.75			\$18,772.75					
		Misc and Mat'l/Labor (5%)					\$0.00					
		Sales Tax (7.325%)					\$1,384.49					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$0.00					
		Bond Costs (1%)					\$201.57					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
150	6/5/2025	DTC Pipe Modifications	-\$9,000.00	\$12,838.50	-\$625.00	-\$1,685.00	\$2,594.19	No	Yes	Yes	No	No
		Blower Piping Reroute	-\$10,800.00		-\$750.00		-\$11,550.00					
		Pump Transfer Replacement	\$1,800.00	\$12,441.00	\$125.00		\$14,366.00					
		DSP Pipe Modifications		\$397.50			\$397.50					
		Coating Credit				-\$485.00	-\$485.00					
		Insulation Credit				-\$1,200.00	-\$1,200.00					
		Misc and Mat'l/Labor (5%)					-\$450.00					
		Sales Tax (7.325%)					\$946.84					
		RL Mark Up on Subs (5%)					-\$84.25					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$482.03					
		Bond Costs (1%)					\$24.23					
		RLCG Overhead (6%)					\$146.84					
151	7/1/2025	FO 46 Biogas Odorizer Wiring	\$0.00	\$0.00	\$0.00	\$9,060.72	\$10,185.43	No	Yes	Yes	No	No
		Additional Conduit and Wiring				\$9,060.72	\$9,060.72					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$453.04					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$0.00					
		Bond Costs (1%)					\$95.14					
		RLCG Overhead (6%)					\$576.53					
152	7/10/2025	Digester 1 Coating						CANCELLED				
153	7/8/2025	Concrete - Price Escalation	\$0.00	\$9,450.00	\$0.00	\$0.00	\$10,248.41	Yes	Yes	Yes	Yes	No
		Concrete Increase (\$10/CY)		\$9,450.00			\$9,450.00					
		Misc and Mat'l/Labor (5%)					\$0.00					
		Sales Tax (7.325%)					\$696.94					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$0.00					
		Bond Costs (1%)					\$101.47					
154	7/8/2025	Additional Contaminated Soil Disposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ON HOLD	Yes	Yes	No	No
155	7/9/2025	Classified Overhead Door Operator	\$0.00	\$0.00	\$0.00	\$2,468.00	\$2,774.35	No	Yes	Yes	No	No
		Classified Overhead Door Operator				\$2,468.00	\$2,468.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					\$123.40					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					\$25.91					
		RLCG Overhead (6%)					\$157.04					
156	7/9/2025	Digester 1 Fluidizing Line Replacement	\$3,420.00	\$60.14	\$0.00	\$0.00	\$4,472.53	No	Yes	Yes	No	No
		Digester 1 Fluidizing Line Replacement	\$3,420.00	\$60.14			\$3,480.14					
		Misc and Mat'l/Labor (5%)					\$171.00					
		Sales Tax (7.325%)					\$4.44					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$522.01					
		Bond Costs (1%)					\$41.78					
		RLCG Overhead (6%)					\$253.16					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
157	7/11/2025	FO 47 - TSS Sensor Modifications	\$1,260.00	\$550.00	\$450.00	\$10,541.95	\$14,743.89	No	Yes	Yes	No	No
		Filler Flange in STB	\$1,260.00	\$550.00	\$450.00		\$2,260.00					
		TSS Probe Wiring/Conduit/Integration				\$10,541.95	\$10,541.95					
		Misc and Mat'l/Labor (5%)					\$63.00					
		Sales Tax (7.325%)					\$40.56					
		RL Mark Up on Subs (5%)					\$527.10					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$339.00					
		Bond Costs (1%)					\$137.72					
		RLCG Overhead (6%)					\$834.56					
158	7/21/2025	Admin Cabinet Credit	\$0.00	\$0.00	\$0.00	-\$37,000.00	-\$37,370.00	Yes	No	Yes	No	No
		Admin Cabinet Credit				-\$37,000.00	-\$37,000.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					-\$370.00					
		RLCG Overhead (6%)										
159	7/21/2025	DTC Coating Credit	\$0.00	\$0.00	\$0.00	-\$786.00	-\$833.55	No	No	Yes	No	No
		DTC Coatings				-\$786.00	-\$786.00					
		Misc and Mat'l/Labor (5%)										
		Sales Tax (7.325%)										
		RL Mark Up on Subs (5%)					-\$39.30					
		RL Mark up on labor, Mat'l, and equip. (15%)										
		Bond Costs (1%)					-\$8.25					
		RLCG Overhead (6%)										
160	7/22/2025	Primary Digester Lid Removal	\$52,560.00	\$1,630.00	\$61,506.50	\$89,250.00	\$231,806.80	No	Yes	Yes	No	No
		Cut Skirt Vertically and Break Bond	-\$10,800.00				-\$10,800.00					
		Pick and Set Existing Lid on Ground				-\$23,600.00	-\$23,600.00					
		Demo Digester Lid - Veit				\$112,850.00	\$112,850.00					
		Operator for Crane	\$19,360.00				\$19,360.00					
		RL Crane			\$42,032.00		\$42,032.00					
		Tank Clean UP	\$7,200.00		\$1,059.50		\$8,259.50					
		RL Superintendent	\$36,800.00				\$36,800.00					
		Truck			\$3,200.00		\$3,200.00					
		Toilets		\$1,150.00			\$1,150.00					
		Skid Steer			\$8,052.00		\$8,052.00					
		Forklift			\$4,238.00		\$4,238.00					
		Storage Container			\$300.00		\$300.00					
		Offices			\$1,500.00		\$1,500.00					
		Cargo Trailer			\$1,125.00		\$1,125.00					
		Internet		\$480.00			\$480.00					
		Misc and Mat'l/Labor (5%)					\$2,628.00					
		Sales Tax (7.325%)					\$120.21					
		RL Mark Up on Subs (5%)					\$4,462.50					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$17,354.48					
		Bond Costs (1%)					\$2,295.12					
Total WCDs:									\$2,065,529.29	\$805,365.01	\$343,846.61	\$2,916,322.25
Percentage of Original Project Cost:									3.71%	1.45%	0.62%	5.23%



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTF Expansion Change Order #25 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #25 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order #25 consists of one WCD:

- 161 - Sludge Storage Building Power Refeed

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The total budget impact of Change Order 25 is an increase of \$33,434.09. The total revised contract amount following Change Orders 25 is \$58,968,775.00 (5.82% increase from original contract). Costs will be paid for using Sanitary Sewer Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Expansion CO #25 - Rice Lake Construction Group
2. WWTF Expansion Change Order Log

CHANGE ORDER NO. 25

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 8/6/2025 Effective Date of Change Order: 8/6/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Work Change Directives Nos. 161.

Attachments:

WCD Log – 8-5-2025. Change Order Log – 8-5-2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 24: \$ 3,214,740.91	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 24: Substantial Completion: 270 days Ready for final payment: 270 days
Contract Price prior to this Change Order: \$ 58,935,340.91	Contract Times prior to this Change Order: Substantial Completion: 12/26/2025 Ready for final payment: 03/27/2026
[Increase] [Decrease] this Change Order: \$ 33,434.09	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 58,968,775.00	Contract Times with all approved Change Orders: Substantial Completion: 12/26/2025 Ready for final payment: 03/27/2026

Recommended by Engineer (if required)

By: Eric Meester, PE 

Title: Project Manager, Nero Engineering

Date: 08/05/2025

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

WORK CHANGE DIRECTIVE NO.: 161

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 8/1/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Sludge Storage Building Power Refeed

Attachments:

WCD #161 Proposal.

Purpose for the Work Change Directive:

The sludge storage building/supernatant room requires lighting and HVAC power to be refeed from the new MCC/Power equipment in the DTC. This scope was not originally in the plans as it was unknown that the power for this building was fed from the DTC. The scope of this work is required to maintain the operation of the sludge storage building/supernatant room. **Please note that material in this change has an 8-week lead time.**

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$33,434.09 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Adam Luthin, Mark Ruda

Title: Process Engineer, Electrical Engineer

Date: 8/1/2025

Original Contract Cost

\$55,720,600.00

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1 - Admin Kitchen Layout	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3 - FSB Drain and Equipment Pads, Remove BFVs at	-\$12,511.72			
	4	8/19/2022	Field Order No.4 - Plumbing System Changes for DLI Comments	\$53,409.75			
	5	8/25/2022	Field Order No.2 - FSB and STB Door and Transom Heights	\$3,329.18			
	7	8/25/2022	RFI #29 - Move 30" RAS offsets to exterior of AB tank	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9 - MBR Beam Schedule	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25 - Add two 10" check valves to Peak Flow pumps	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98			
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
3		6/22/2023	Wage Rate Update	\$0.00	Yes	\$0.00	\$55,883,200.86
4	1	6/23/2023	Contaminated Soil Removal	\$193,738.62	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Additional Granular Fill	\$72,219.17			
5	32	6/23/2023	Vaughan Price Escalation	\$3,535.00	Yes	\$3,535.00	\$56,152,693.65
6	18	4/3/2023	Field Order No. 8 - Hydrant and Storm Changes	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RV	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14 - Sampler Changes	\$3,659.69			
	35	6/23/2023	Field Order Directive #13 - Hydronic System Controls	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	Yes	\$25,919.20	\$56,409,973.75

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	Yes	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			
10	61	12/8/2023	Casework Material Change	\$24,162.43	Yes	\$191,149.45	\$56,686,268.09
	62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$6,907.35			
	63	11/20/2023	OPU Water Hydrant	\$4,757.48			
	64	12/8/2023	MBR Lab Vacuum Pump	\$2,651.59			
	66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$7,028.25			
	67	12/26/2023	STB Roof Insulation Depth Change	\$56,756.00			
	68	1/2/2024	Door Changes	\$83,704.09			
	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25			
11	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53	Yes	\$223,024.85	\$56,909,292.94
	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32			
12	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90	Yes	\$117,963.80	\$57,027,256.74
	75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$20,200.43			
	76	4/11/2024	Add influent and effluent pH sensors	\$21,046.32			
	77	4/26/2024	Revise PB blower piping per RFI 172	-\$10,862.10			
	80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$1,894.14			
	82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$10,989.02			
	83	6/4/2024	Mud Valve Replacement	\$41,097.92			
	84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$23,784.28			
	85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$38,748.03			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
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13	87	6/28/2024	Admin Building Materials Price Escalation	\$9,276.28	Yes	\$9,276.28	\$57,036,533.02
14	88	6/28/2024	MBR Grating Modifications	\$11,361.04	Yes	\$47,854.80	\$57,084,387.82
	89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$6,592.85			
	91	7/18/2024	PB Generator Feed Reroute	-\$2,889.75			
	92	8/1/2024	Secondary Digester Interior Coatings	\$32,790.66			
15	93	8/2/2024	DIP Spools - Price Escalation	\$22,008.91	Yes	\$22,008.91	\$57,106,396.73
16	94	8/14/2024	Additional Eyewashes for MBR Chem Room	\$15,405.13	Yes	\$202,203.73	\$57,308,600.46
	95	8/14/2024	Fiber Loop Revision	\$7,836.45			
	96	8/14/2024	Fire Alarm Submittal Comments	\$16,958.78			
	97	8/20/2024	Additional Exterior Doors	\$40,019.36			
	98	8/20/2024	Weld Plates over Secondary Digester Roller Box Openings	\$9,350.58			
	99	8/27/2024	Caulk existing construction joints in Secondary Digester	\$3,499.65			
	100	8/29/2024	Additional Sidewalks	\$39,040.92			
	102	8/30/2024	FSB and MLS Waste Drains	\$18,205.45			
	103	9/13/2024	Hydronic Pump Control Changes	\$14,252.46			
	104	9/17/2024	Additional Interior Admin Doors	\$28,263.76			
	105	9/25/2024	MLS Fiberglass Door	\$9,371.20			
17	106	10/28/2024	Replace Corroded Piping & Hardware in Digester 2	\$8,169.58	Yes	\$83,648.58	\$57,392,249.04
	107	10/28/2024	Add Dryer Vent per RFI 190	\$1,852.24			
	108	11/7/2024	Scanning and Select Demolition	\$3,870.07			
	109	10/28/2024	Change Admin Curtain Wall System	\$13,189.44			
	110	10/28/2024	STB Plumbing Modifications	\$18,931.28			
	111	11/11/2024	DTC Transformer Relocation	\$11,327.32			
	112	10/30/2024	Admin Building Electrical Changes	\$16,561.61			
	113	11/18/2024	Air Content Deviation	-\$437.62			
	114	11/21/2024	EWR - NPW Check Valve	\$10,184.66			
18		3/5/2025	Completion Date Extension	\$0.00	Yes	\$0.00	\$57,392,249.04

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
	115	12/5/2024	Secondary Digester Manway Repair	\$3,485.57			
	116	1/14/2025	DTC Generator Room Changes	\$21,685.49			
	117	12/5/2024	Unit Heater Relocation (RFI 187)	\$2,308.55			
	118	12/5/2024	Admin Building Plumbing Changes	\$8,921.64			
	119	12/5/2024	FO 39 - Admin Building HVAC Changes	\$11,889.82			
	120	12/5/2024	Admin Building Existing Floor Repair per RFI 206	\$3,209.99			
	121	12/5/2024	Fabricated Metal Support for Admin GVH-2	\$4,425.69			
	122	12/30/2024	STB Additional Bends for TSS Sensor	\$2,762.82			
	123	1/3/2025	Fire Alarm Device Replacement in Admin Garage	\$13,527.16			
	124	1/6/2025	Add Deco Quartz Flooring to Admin Stairs and Landing	\$4,091.83			

Owatonna WWTF Upgrade and Expansion
Change Order Log
Printed: 08/05/2025

19	125	1/6/2025	Add Coatings to Admin Corridor 188	\$2,720.39	Yes	\$192,478.87	\$57,584,727.91
	126	1/13/2025	Watermain Replacement for MBR Drain Install	\$29,953.88			
	127	1/13/2025	Admin Light Gauge Framing Changes	\$5,552.94			
	128	1/13/2025	Add Railing to Roof of Primary Digester	\$7,672.08			
	129	2/10/2025	Add 8" Blind Flanges in DPS	\$1,098.09			
	130	2/10/2025	Add Column and Walkway Removal in Final Clarifiers	\$28,048.11			
	131	2/10/2025	Secondary Digester Corbel Demolition	\$5,827.01			
	132	3/6/2025	Admin Window Blinds	\$3,345.68			
	133	3/6/2025	Exterior Door Sweeps	\$4,316.93			
	134	3/6/2025	Add Deco Quartz Flooring to Admin Vestibule and Janitor's Closet	\$708.20			
	135	3/6/2025	Remove and Replace 6" Expansion Joints in RWC	\$18,709.03			
	136	3/6/2025	STB Field Modifications	\$8,217.97			
20	137	3/28/2025	Replace 24" Air Piping between PB and AB	\$465,219.59	Yes	\$586,291.62	\$58,171,019.53
	139	3/18/2025	Biogas Area Changes	\$121,072.03			
21	138	3/17/2025	RSS Retaining Wall	\$390,754.62	Yes	\$465,902.72	\$58,636,922.25
	141	5/8/2025	RWC EQ Pipe and Control Valves	\$61,836.36			
	143	4/17/2025	MJ Caps for Existing Scum Lines	\$1,429.86			
	145	4/29/2025	Digester No. 2 Additional Manway Repair	\$3,298.29			
	146	5/5/2025	Admin Building Door Stoops	\$7,637.98			
	147	5/5/2025	Digester Manway Gaskets	\$945.61			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
22	140	4/17/2025	Existing Exterior Wall Refinish	\$19,164.39	No	\$36,004.63	\$58,672,926.88
	142	6/2/2025	RWC Pump Connections	\$12,146.03			
	144	5/19/2025	MBR and DTC HVAC Modifications	\$4,463.92			
	148	6/2/2025	Admin Sidewalk Modifications	\$3,663.46			
	150	6/5/2025	DTC Pipe Modifications	\$2,594.19			
	151	7/1/2025	FO 46 Biogas Odorizer Wiring	\$10,185.43			
	155	7/9/2025	Classified Overhead Door Operator	\$2,774.35			
	156	7/9/2025	Digester 1 Fluidizing Line Replacement	\$4,472.53			
	157	7/11/2025	FO 47 - TSS Sensor Modifications	\$14,743.89			
	158	7/21/2025	Admin Cabinet Credit	-\$37,370.00			
	159	7/21/2025	DTC Coating Credit	-\$833.55			
23	149	6/2/2025	DIP Spools - Price Escalation	\$20,358.81	No	\$30,607.22	\$58,703,534.10
	153	7/8/2025	Concrete - Price Escalation	\$10,248.41			
24	160	7/22/2025	Primary Digester Lid Removal	\$231,806.80	No	\$231,806.80	\$58,935,340.90
25	161	8/1/2025	Sludge Storage Building Power Refeed	\$33,434.09	No	\$33,434.09	\$58,968,774.99



DATE: August 6, 2025
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: End User Agreement - Verified First

Purpose:

Request Council approve the Verified First End-User Agreement.

Background:

Pre-employment background checks are currently processed manually by the Owatonna Police Department. The agreement with Verified First will allow the City to tailor background check packages specific to the position needs and integrate seamlessly with the recruitment platform NeoGov resulting in increased efficiency and thoroughness in the pre-employment screening process.

Budget Impact:

The budget impact will be based on the number of background checks processed; estimated impact for 2025 is \$1,500.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. End User Agreement - 2025



1120 S Rackham Way, Suite 300
Meridian, Idaho 83642



Verified First Highlights:

- Expedited candidate communication: Texting capabilities can accelerate completed reports by an average of 1 business day.
- Tailored account configuration: Enjoy customizable setups, including default packages, billing codes, reference codes, and restricted viewing based on titles, departments, etc.
- Seamless Integration: Streamline background screenings within your platform, enabling easy ordering, reviewing, approval, and adverse action processes without leaving the interface.
- Effortless account setup: Benefit from a swift integration setup, with accounts typically established within 5-7 business days.
- Exceptional Customer Support: Access to our dedicated support team, which is tailored to meet your needs at every stage of your journey with Verified First, including an Account Manager, Customer Care Team, and Implementation Team.
- Customize your work flow process for Verifications and select a [Work Number Alternative with TRUV](#)
- There are no setup fees, monthly fees, annual fees, or monthly minimums. You pay strictly as you go with 30-day invoicing cycles. You pay for the screens you run [plus any access fees](#) (if applicable) and Alias names if you choose.

Contact Information:

Mary Hargrave 855-445-3743

mhargrave@verifiedfirst.com

Proposed Package	Price
Social Security Address Trace Report	\$4.00
Nationwide Criminal Database Nationwide Sex Offender Database Included	\$15.00
7 Yr Unlimited County Criminal Records Individual county level criminal search on each county lived in for the last seven years of residence history pulled from the Social Security Trace. Excludes any pass-through fees or manually added counties.	\$21.00
Total	
\$40.00	

A La Carte	Price
Bankruptcy Search - Federal Jurisdiction Provides a search which reveals Chapter 7, 9, 11, 12, 13, 15, and 304 bankruptcy filings, giving insight into a candidate's financial accountability and track record	\$7.50
County Criminal Records - 7 Year Lookback Uncovers misdemeanors and felonies within a specific county's Central or County Seat court. Excludes any pass-through fees. (1)	\$13.00
Education Verification Verifies education history, degree provided by applicant. Price per school, excludes any access fees. (5)	\$12.50
Employment Credit Report PEER Report: Provides information about the applicant's credit history, public records, outstanding debt, payment history, and late payments and defaults, and credit inquiries. One-time \$95 on-site inspection fee required. Cancellation \$20. (6)	\$12.00
Employment Verification Job title, tenure, salary, reasons for leaving, rehire eligibility. Price per employer, excludes any access fees. (5,6)	\$12.00
Federal Criminal Records: District of Residence Cases involving: white-collar crimes, embezzlement, kidnapping, illegal sale of firearms, pornographic exploitation of children, drug trafficking. (1)	\$10.00
Nationwide Criminal Database Multi-jurisdictional search of millions of state and county records. Database is compiled from counties, department of corrections and administrative courts.	\$15.00
Nationwide Sex Offender Registry Search of the National Sex Offender Registry.	\$4.00
Onsite Inspection - Only required if you will be utilizing Employment Credit Reports or The Work Number for Employment Verifications Onsite Inspection	\$95.00
Professional License Verification Contact issuing authority, verify date of issue, expiration date. Price per license, excludes any access fees. (5)	\$12.00

Social Security Address Trace Reveals address history based on credit applications, utility bills, and similar filings. (2)	\$4.00
State Criminal Records Checks available counties within the state. Not available in all states. Excludes any pass-through fees. (1)	\$18.50
Unlimited County Criminal Records - 7 Year Lookback Individual county level criminal search on each county lived in for the last seven years of residence history pulled from the Social Security Trace. Excludes any pass-through fees or manually added counties. (3,4)	\$21.00
Unlimited Federal Criminal Records: 7-Year Districts of Residence Cases involving: white-collar crimes, embezzlement, kidnapping, illegal sale of firearms, pornographic exploitation of children, drug trafficking. (3)	\$19.00

All prices are per name, per search, unless otherwise noted. The pricing being offered is based off of an average monthly volume of 5 orders placed.

Background Screening Footnotes:

1. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees.
 1. Individual products billed at fixed-fee price. Excludes any pass-through, access, or data fees.
2. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the United States. Crosschecks with Social Security Death Index.
3. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees.
4. Certain industries capped at three most recent counties. Prices exclude any pass-through, access, or data fees.
5. Fee charged per individual verification. Three attempts made at each reference. Prices exclude any pass-through, access, data fees.
6. Credit Inspection required to meet Federal regulations. One-time \$95 inspection fee.
7. The Vaccine Fee will vary from clinic to clinic. This fee will be passed through on the invoice.

VERIFIED FIRST END-USER AGREEMENT

Version 2.2 – November 1, 2024

THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between Verified First, LLC, an Idaho Limited Liability Company with offices at 1120 S Rackham Way, Meridian, Idaho 83642. its subsidiary and affiliate corporations, successors, and assigns ("Company") and: City of Owatonna (legal business entity name) doing business as City of Owatonna (hereafter "End-User"). This Agreement shall be effective on the date of first signature below (the "Effective Date") provided a countersignature is obtained.

1. General

End-User is engaged in the business of Government End-User represents and agrees that it is a legal entity in good standing with a legitimate permissible purpose for requesting the Services offered by Company (see Verified First's [FCRA Notice to Users](#)).

In connection with the Services (as such term is defined at www.verifiedfirst.com/definitions) provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely "consumer reports" and/or "investigative consumer reports" (collectively "consumer reports") to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Company. Therefore, Company does not guarantee that the information provided from these sources is accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

2. End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

a) End-User hereby certifies that each time a consumer report is requested, all of its orders from Company shall be made, and the resulting consumer reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only (Please check all that apply):

- ☒ i) **for employment purposes**, defined as the purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee, including contractors and volunteers (§ 1681b-(a)(3)(B)), with the written authorization of the consumer.
- ☐ ii) **for consumer reports on applicants and tenants** who apply to rent housing or renew a lease, to be used only for housing purposes (qualifies under § 1681b-(a)(3)(F), with the written authorization of applicant or tenant.
- ☐ iii) Where there is a **legitimate business need**, in connection with a business transaction that is initiated by the consumer (§ 1681b-(a)(3)(F)(i)).

b) End-User will certify the specific permissible purpose each time a consumer report is requested.

3. End-User's Certification of Legal Compliance

a) End-User certifies to Company that the consumer reports it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the FCRA and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws, including any state consumer reporting laws or requirements, and for using the consumer reports it receives from Company in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices under the FCRA or other state laws when using consumer reports. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those consumer reports. End-User further agrees that each consumer report will only be used for a one-time use.

b) End-User agrees to have reasonable procedures for the fair and equitable use of consumer reports and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End-User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement. By using a Company Service, End-User acknowledges and understands the practices described in Company's Privacy Policy and the actual collection, use, and disclosure of End-User-furnished information in accordance with Company's Privacy Policy available at <https://legal.verifiedfirst.com/#!/legal#privacy-policy>.

c) As a condition of entering into this Agreement, End-User certifies that it will comply with all applicable local, state and federal laws including but not limited to the FCRA and state law equivalents. Company will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law. End-User certifies that it will retain information it receives from Company in accordance with applicable law and will make such information available to Company upon request. In addition, End-User agrees to abide by all state and local "Ban the Box" and other fair chance laws and ordinances, and certifies that it will not conduct a criminal history background check until after conditional offer of employment has been provided, if required by applicable law. If End-User requests and receives a consumer report that contains social media information, End-User certifies that it will not make any decision based on a grade, score, or other notation about the social media information, but will look at the context of all reported information and will follow applicable laws on the use of social media information.

d) If End-User seeks credit information, it certifies to Company that it has obtained written authorization and provided all disclosures required by applicable federal, state or local laws, regulations and ordinances to the consumer in connection with such requests and will provide information and agree to Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable. End-User acknowledges and agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the FCRA.

e) End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

f) End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

g) End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C), and Remedying the Effects of Identity Theft available at www.verifiedfirst.com/fcra-notifications.

h) End-User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End-User is located in the State of California, and/or the End-User's request for and/or use of consumer reports pertains to a California resident, applicant or employee, End-User will do the following:

Request and use consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

i) When, at any time, consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that a consumer report may be obtained; (2) the permissible purpose of the consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

ii) When, at any time, consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a consumer report if the applicable consumer has authorized in writing the procurement of the consumer report.

iii) When consumer reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a consumer report will be made regarding the consumer's character, general reputation, and personal characteristics. The notification shall include the name and address of End-User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the consumer report was first requested.

iv) Provide the consumer a means by which the consumer may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any consumer reports that are prepared.

v) If the consumer wishes to receive a copy of the consumer report, the End-User shall send (or contract with another entity to send) a copy of the consumer report to the consumer within three business days of the date that the consumer report is provided to End-User. The copy of the consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact them.

vi) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the consumer report, informing the consumer in writing of Company's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

vii) Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any consumer reports, including, but not limited to, the ICRA

and CCRAA.

i) When Consumer Reports are Used for Employment Purposes

i) If the consumer reports End-User obtains from Company are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA. End-User also certifies that the consumer has authorized, in writing, the obtaining of the report by End-User. If an investigative consumer report (as defined by the FCRA) is obtained, End-User certifies a separate disclosure will be obtained and such disclosure satisfies all requisite disclosure requirements for investigative consumer reports. End-User certifies that it also has provided the consumer with any notices or disclosures required under applicable state and local law. End-User understands and agrees that Company will not initiate a report for employment purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certifications.

ii) Prior to taking adverse employment action based in whole or in part on the consumer reports provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User will not initiate the pre-adverse and adverse action notice process until Company has completed all search components of the consumer and/or investigative consumer report, Company has provided the complete report to End-User, and End-User has reviewed the consumer report contents. End-User also will not initiate the pre-adverse and adverse action notice process or otherwise take adverse action against a consumer based on a search or component of a search that is canceled, not completed, unable to be performed, or marked as unperformable or that receives any other mark or notation indicating that the search is not "complete."

iii) Before taking adverse action based on a criminal record the EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions recommends that you perform an individualized assessment and or other considerations. To obtain a copy of this EEOC Enforcement Guidance please go to the following website:

http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

iv) Please note, as it relates to criminal history information, Company only reports conviction records and will report a minimum of seven (7) years of conviction information, where allowed by any applicable fair credit reporting laws. Company does not report non-conviction information unless a case is pending with a next court date scheduled and does not report information relating to infractions, summary offenses, violations or other sub-criminal information. In determining whether a criminal record is reportable, Company does not apply any state or local laws restricting the employer use of criminal history UNLESS END-USER PROVIDES ADDITIONAL REPORTING RESTRICTIONS TO BE APPLIED TO CONSUMER REPORTS. End-User assumes full responsibility for determining whether reported information may be used in the jurisdiction where the consumer lives, works, or is applying for work.

v) Company complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, End-User acknowledges and agrees that when including any information about a consumer in a consumer report, Company follows the most restrictive reporting restrictions based on the consumer's residence address. End-User understands that some state laws allow Company to report convictions where the date of disposition is older than seven years provided the consumer residing in the state is being considered for a position with an annual salary that equals to, or is reasonably expected to equal, \$25,000 or more. End-User certifies that if it seeks to have access to convictions with a disposition date that is older than seven years, such information will only be sought for consumers applying for employment with End-User who are being considered for a position with an annual salary that equals, or is reasonably expected to equal, \$25,000 or more.

j) When Consumer Reports are Used for the Permissible Purpose of Tenant Screening

End-User certifies that it will obtain written authorization from the consumer tenant or resident applicant prior to the procurement of the any consumer report or investigative consumer report by the End-User.

If the consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the consumer reports provided by Company, End-User will provide to the consumer: (1) a notice of the adverse action, (2) the name, address, and telephone number of the consumer reporting agency that furnished the report and a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, and (3) notice of the consumer's right to obtain a free copy of the consumer report from the consumer reporting agency that furnished the report within 60 days and of the consumer's right to dispute the accuracy or completeness of any information in the consumer report furnished by the consumer reporting agency. End-User certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, End-User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.

k) Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request for a complete and accurate disclosure of the nature and scope of the investigation requested within a reasonable amount of time after the consumer's receipt of disclosure, End-User will provide consumer with a complete and accurate written disclosure of the nature and scope of the investigation requested. End-User agrees to provide this information to the consumer no later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

l) International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the way foreign records are maintained and reported, Company cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received because of an international background screening report.

m) National/Multi-State Database Searches

Company recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, Company cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

n) Text Messaging (SMS) Service

If End-User requests the Company to communicate with consumers via text message to a phone number disclosed by the consumer, End-User understands that it is responsible for obtaining all necessary authorizations for compliance with the Telephone Consumer Protection Act ("TCPA") permitting the Company and its service providers to send text messages to the disclosed phone number. End-User certifies that it will only request the Company to communicate with consumers via text message only after End-User has obtained such authorization(s). End-User shall provide written evidence of opt-in upon request from Company and End-User agrees to notify Company immediately of the name and number of any consumers who have not opted-into or have opted-out of receiving SMS messaging.

End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text

messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

o) Miscellaneous

End-User understands and agrees that access to certain types of information (e.g., credit, motor vehicle records, I-9 verification, etc.) may require End-User to execute a separate contract, agreement, or addendum (as applicable) with Company or with Company's vendors or service providers. End-User understands that Company will not provide to End-User or allow End-User access to such information unless and until it executes the relevant contract(s), agreement(s) or addenda (as applicable).

4. Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

5. Warrants

In the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. End-User understands that Company will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, Company may contact End-User, and End-User agrees to release to Company, all information End-User may have which will further the apprehension of the wanted individual.

6. General Provisions

a) End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the consumer reports and investigative consumer reports addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Company. In addition, End-User shall immediately notify Company of any of the following events: change in ownership of End-User (over 50%), a merger, change in name or change End-user's business. The parties understand that this Agreement is for the sole benefit of Company and End-User and no third party shall be deemed a third-party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, IDAHO law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in IDAHO, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End- User and an officer of Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

b) If End-User is permitted to request consumer reports for employment purposes via Company's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-

User agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. End-User agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

c) Company requires criminal history background checks for any authorized user of End-User to determine whether the authorized user can be trusted to use the Services and information derived from the Services only for a legitimate business purpose and not disclose such information except as permitted by this Agreement and applicable law. As allowed by law, and subject to an individualized assessment, such background checks must not reveal any felony or misdemeanor conviction for the seven (7) years preceding the date that the employee of End-User gains access to the Verified First Background Screening Portal. End-User must retain each background check report for as long as an individual is an authorized user and for two years thereafter and will make such background check reports available for review by Company upon reasonable request.

d) End-User understands and agrees that if it fails to place any orders for consumer reports or investigative consumer reports for a period of thirteen (13) months, Company will automatically disable their account after which time End-User must complete a new application for services and undergo credentialing before its service is restored.

7. Monitoring Products

It is the sole responsibility of End-User, and End-User represents and warrants that it maintains reasonable procedures, to promptly notify Company of any personnel changes that are relevant to ensuring accuracy of the checks performed in connection with the monitoring products and appropriate access control, including but not limited to MVR, Healthcare Compliance and Criminal. In addition, End-User shall comply with all applicable federal, state and local laws in connection with use of the monitoring products, including but not limited to any additional consent requirements under California law.

8. Confidentiality

a) Neither party shall reveal, publish, or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products, or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. Either party may disclose Confidential Information in response to a valid order of a court or other governmental body or as may otherwise be required by law to be disclosed; provided that the disclosing party gives sufficient notice to the other party to enable the other party to take protective measures. The Parties agree to always keep this information confidential during the term of this Agreement and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

b) In connection with Services, End-User may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names, software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively "Proprietary Intellectual Property." End-User acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. End- User further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company's Proprietary Intellectual Property.

9. Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

10.Fees and Payment

a) End-User must provide ACH debit information or a valid credit card to Company before End-User can order any services. If End-User opts for credit card, the End-User agrees to pay up to 4% credit card processing fee, varied by applicable state law. End-User is solely responsible for ensuring that payment information is always complete and accurate.

b) End-User agrees to pay nonrefundable fees and other charges or costs for Company background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Company in servicing End-User, will be passed onto End-User. At Company's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Company's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1.5 % per month, as allowed by applicable law. In addition, Company charges a 4% fee, or such other amount as permitted by applicable laws for collecting payments via credit card. Any concerns regarding invoices or line items must be brought to the attention of Company's billing department within 15 days of the date of such invoice. A \$25 fee will be charged on all returned checks and non-sufficient funds.

c) If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that prices for services are subject to change without notice, although Company will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Company.

11.Warranties, Remedies, and Limitation of Liability

a) End-User understands that Company obtains the information reported in its consumer reports from various third-party sources "AS IS", and therefore is providing the information to End-User "AS IS".

b) End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

c) Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any consumer reports or investigative consumer reports, that the consumer reports or investigative consumer reports will meet End-User's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.

d) End-User represents and warrants that it has developed, implemented, and continues to maintain a written information security program ("WISP") that includes administrative, technical, and physical safeguards designed to endure the confidentiality, integrity, and availability of data and systems used by End-User to obtain products and services provided by Company. End User further represents

and warrants that its WISP shall include safeguards which are consistent with and equivalent to the safeguards specified in Addendum A, attached hereto and incorporated by reference.

e) COMPANY WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR ANY AND ALL KINDS OF DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END- USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, NONETHELESS, IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, ONE TIME ***THE AMOUNT PAID TO COMPANY BY END-USER FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT***; RECOVERY OF THE FOREGOING IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO END- USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR ANY OTHER INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

f) End-User shall indemnify, defend and hold harmless Company, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all third-party claims, demands, suits, or proceedings, and any and all actual damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) ("Losses") arising or resulting from, or otherwise in connection with consumer reports and investigative consumer reports provided by Company, including but not limited to the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, including in the use of Company's applicant pay system or Company's facilitation of any consumer payments made in connection with consumer reports and investigative consumer reports provided by Company, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or End-User's negligence or willful misconduct. Company shall have no responsibility for consequences of the actions of End-User upon the information which Company provides End-User, and End-User will indemnify and hold Company harmless from any loss, liability, damage, judgment, attorney's fees, costs, or penalties which may result from the use by End-User of the information provided by Company.

g) End-User agrees it is solely responsible for having adequate and legally compliant disclosures, adverse action letters, and processes under the FCRA and applicable state and local law. Company does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance-related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, sample forms and letters, information, conversations or communication with Company's representatives regarding searches, verifications or other services offered by Company are for information purposes only and not to be considered a legal opinion regarding such use. End-User agrees that

(1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any sample forms as well as the content of prescribed notices, sample adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision and content of such notices, pre- adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Company. End-User acknowledges and agrees that it has no obligation to use and is solely responsible for independently vetting the contents of, any sample forms, disclosures, or letters that Company has provided to End-User in connection with this Agreement. Company fully disclaims any and all liability relating to the content, compliance or effectiveness of any such certifications, consumer consents,

forms, notices, summary of rights, disclosures, authorizations, pre-adverse or adverse action letters, other materials or information. If End-User utilizes Company's candidate entry system and/or its adverse action processing system, End-User agrees that it has had such processes, documents and letters reviewed by its counsel.

h) Company will keep information it provides to End-User in accordance with company's data retention policy, found at <https://legal.verifiedfirst.com/#/legal#data-retention-policy>.

12. Term and Termination

a) The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the last date of signature below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

b) Except as otherwise provided for herein, either party may cancel this Agreement by giving thirty (30) day written notice to the other party. If End-User desires to terminate this Agreement, End-User agrees that it will pay Company for all services that have been provided prior to the effective date of termination. Company may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

c) In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. Force Majeure

End-User agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, terrorism, riots, embargoes, strikes, internet or telecommunication failures, acts by hackers or other malicious third parties, and/or Acts of God or governmental action) that prevent Company from meeting its obligations under this Agreement and such performance, except for any payment obligations of End-User, shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

14. Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver or subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

15. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

16. Execution

This Agreement and all attachments, exhibits and addendums hereto, constitute the entire agreement of the parties and shall supersede any prior agreements governing the subject matter contained herein. Neither party will be bound by, and each specifically objects to, any provision that is different from or in addition to this Agreement (whether proffered verbally or otherwise), unless such provision is specifically agreed to in writing and signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Signature

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

On Behalf of End-User:

Company Name: City of Owatonna

Company Address: 540 west hills circle

Date: 07 / 25 / 2025

Print Name: Kris M. Busse

Title: City Administrator

Signature:

Kris M. Busse

Who is going to be your primary user with full administrative rights?

Name: Emily Thamert

Direct Phone: 507-774-7346

Email: Emily.thamert@owatonna.gov

I understand the pricing being offered is based off an average monthly volume of 5 orders placed. End-User Company is registered with the Secretary of State in the State of: Minnesota

We plan to place our first order on or before: 07 / 25 / 2025

On Behalf of Verified First, LLC

Name: Jim Miles

Title: CEO

Date: 07 / 25 / 2025

Signature:

Jim Miles

ADDENDUM A
Access Security Requirements

1. Access Control Measures

1.1. Policies, procedures, and physical and technical controls: (i) to limit physical access to its file storage, information systems, and the facility or facilities in which they are housed to properly authorized persons; (ii) to ensure that all members of its workforce who require access to Confidential Information, especially PI, have appropriately controlled access, and to prevent those workforce members and others who should not have access from obtaining access; (iii) to authenticate and permit access only to authorized individuals and to prevent members of its workforce from providing Confidential Information or information relating thereto to unauthorized individuals; and (iv) to encrypt and decrypt PI and other relevant Confidential Information where appropriate.

1.2. All of End-User's employees and agents shall take reasonable steps to protect their usernames, account numbers and passwords such that only key personnel employed by End-User with a need to have access to the Confidential Information will have such access. End-User agrees to notify Company and change account passwords immediately if a person with an assigned password leaves the End-User's employment or no longer needs to have system access due to a change in duties.

2. Security Awareness and Training.

2.1. A security awareness and training program for all members of End-User's workforce (including management), which includes training on how to implement and comply with its security controls. At a minimum, such awareness and training program shall adhere to the following:

(a) Annual training regarding Applicable Privacy Laws for all personnel who process Personal Information; and

(b) Annual training regarding functionally specific data protection controls which apply to each End-User worker's job function where such worker processes Personal Information.

3. Security Incident Procedures.

Policies and procedures to detect, respond to, and otherwise address security incidents, unusual or suspicious events and similar incidents including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into PI or Confidential Information or information systems relating thereto, and procedures to identify and respond to suspected or known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes as well as to permit identification and prosecution of violators.

4. Contingency Planning.

Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Confidential Information or systems that contain Confidential Information, including a data backup plan and a disaster recovery plan.

5. Device and Media Controls.

Policies and procedures that govern the receipt and removal of hardware and electronic media that contain Confidential Information into and out of a End-User facility, and the movement of these items within a End-User facility, including policies and procedures to address the final disposition of Confidential Information, and/or the hardware or electronic media on which it is stored, and procedures for removal of Confidential Information from electronic media before the media are made available for re-use.

6. Audit Controls.

6.1. End-User shall properly implement, maintain and enforce privacy and data security policies and, if requested by Company, promptly provide to Company copies of all such policies relevant to the Processing of Personal Information for Company to review.

6.2. End-User shall reasonably cooperate with Company, at Company's expense, in connection with any Company or governmental investigations regarding Company Personal Information or the provision of the Services.

6.3. Upon reasonable advance notice to End-User and during normal business hours, Company may conduct a security audit of End-User's facilities, at Company's expense, by representatives of Company, including without limitation its independent third-party auditor, provided that:

(a) such security audit shall occur at a mutually agreeable time not more than once during any given calendar year; provided, however, that Company shall have the right (i) to conduct an additional security audit in response to each Security Incident; and (ii) to conduct follow-up security audits.

(b) such site visit shall not unreasonably interfere with End-User's operations; and

(c) any third party performing such site visit on behalf of Company shall execute a nondisclosure agreement with End-User in a form acceptable to End-User with respect to the confidential treatment and restricted use of End-User's confidential information.

7.Data Integrity.

7.1. Policies and procedures to ensure the confidentiality, integrity, and availability of Confidential Information and protect it from disclosure, improper alteration, or destruction.

7.2. End-User shall keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates. End-User shall configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best commercial security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

7.3. End-User shall implement and follow current best commercial security practices for Computer Virus detection scanning services and procedures by adhering to the following:

(a) End-User shall use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.

(b) If End-User suspects an actual or potential virus, End-User shall immediately cease accessing the system and shall not resume use of the system until the virus has been eliminated.

(c) On a commercially reasonable, regular weekly basis at a minimum, End-User shall keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files. If End-User's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-virus scans be completed more frequently than weekly.

(d) End-User shall implement and follow current best commercial security practices for computer anti-Spyware scanning services and procedures by adhering to the following:

(i) Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.

(ii) If End-User suspects actual or potential Spyware, immediately cease using the system and do not resume use until the problem has been resolved and eliminated.

(iii) Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from End-User's computers.

(iv) Keep anti-Spyware software up-to-date by vigilantly checking or configuring updates and installing new anti-Spyware definition files on a commercially reasonable, regular basis weekly, at a minimum. If End-User's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

8.Storage and Transmission Security.

8.1. Technical security measures to guard against unauthorized access to Confidential Information that is being transmitted over an electronic communications network, including a mechanism to encrypt electronic information whenever appropriate, such as while in transit or in storage on networks or systems to which unauthorized individuals may have access.

8.2. End-User shall develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)

8.3. End-User shall protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best commercial security practices. Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.

8.4. Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.

8.5. End-User shall disable outside vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

9.Secure Disposal.

9.1. Policies and procedures regarding the disposal of Confidential Information, and tangible property containing Confidential Information, taking into account available technology so that Confidential Information cannot be practicably read or reconstructed.

9.2. In accordance with the FACTA Disposal Rules, End-User shall implement appropriate measures to dispose of any sensitive information related to consumer reports and records, including the Confidential Information, that will protect against unauthorized access or use of that information.

10. Assigned Security Responsibility.

End-User shall designate a security official responsible for the development, implementation, and maintenance of its WISP. End-User shall inform Company as to the person responsible for security.

11. Testing.

11.1. End-User shall regularly and no less than one time per year test the key controls, systems and procedures of its WISP to ensure that they are properly implemented and effective in addressing the threats and risks identified. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security programs.

11.2. End-User shall use current best commercial practices to protect its telecommunications systems and any computer system or network device(s) to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- (a) protecting against intrusions;
- (b) securing the computer systems and network devices; and
- (c) protecting against intrusions of operating systems or software.

12. Adjust the Program.

End-User shall monitor, evaluate, and adjust, as appropriate, the WISP in light of any relevant changes in technology or industry security standards, the sensitivity of the Confidential Information, internal or external threats to End-User or the Confidential Information, requirements of applicable work orders, and End-User's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

ADDENDUM B

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information or employment verification data obtained from TALX (an Equifax Company), Company requires that End-User provide one (1) of the following items listed below (if End-User is not publicly traded) and also receive an onsite inspection to verify company information and physically review End-User's onsite location. Certain criteria must be met at the onsite inspection per requirements of the credit bureau. Cost for the onsite inspection will be the responsibility of the End- User and End-User will receive an invoice for any related costs and expenses from Verified First.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification.
3. Documented corporation verification with state or federal government.
4. Copy of Articles of Incorporation with proof of filing.
5. State and/or federal tax records originating from the state or federal government.
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organizations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website.
2. Certified copy of audited annual or quarterly statements submitted to the SEC.