



CITY COUNCIL MEETING
Tuesday, September 16, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Dotson, Burbank, Boeke,
McCann, Svenby, Voss, and Raney

Prior to the Council Meeting:

- 4:30 p.m. Council will tour the Wastewater Treatment Plant.
- 5:30 p.m. Study Session in Council Chambers, City Hall at 540 West Hills Circle with discussion on the 2026 Preliminary Budget.

7:00 p.m. - City Council Meeting

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

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Proclamation - 2025 Quilt of Valor Day - September 11, 2025

1.2.2. Proclamation - Hunter Alexander Frank Day - September 13, 2025

1.2.3. Proclamation - Owatonna Foundation Week - September 30-October 4, 2025

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – September 2, 2025

2.2. Board/Commission Meeting Minutes

2.2.1. Library Board Meeting - June 26, 2025

2.2.2. Human Rights Commission Meeting - August 12, 2025

2.2.3. Park Board Meeting Minutes - September 8, 2025

2.2.4. Airport Commission Meeting - August 21, 2025

2.3. Department Reports

2.3.1. Building Inspections Monthly Report - August 2025

2.3.2. Police Department Activity Report - August 2025

2.3.3. Weed/Nuisance Inspection Report - September 9, 2025

2.4. Licenses/Permits

2.4.1. Event Permit - Trunk or Treat at Trinity Lutheran Church - October 29, 2025

2.4.2. Event Permit - Cedar Fest - October 11, 2025

2.4.2.1. Extension of Premises - Reggie's Brewhouse - October 11, 2025

2.4.2.2. Extension of Premises - Grapeful Wine - October 11, 2025

2.4.3. Event Permit - Fire Department Open House - October 5, 2025

2.5. Miscellaneous

2.5.1. Parks & Recreation Fees Manual Approval

2.5.2. T-Hangar Lease Agreement - Robert Straw

2.5.3. ReLeaf Community Forestry Grant - Minnesota DNR

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 25-10 Salary Adjustment - Elected Officials

3.2.2. Second/Final Reading Proposed Ordinance 25-11 Update Code Section 113 Alcoholic Beverages - Hours for Sunday On-Sales

3.3. Resolutions

3.3.1. Resolution 52-25 Proposed 2026 City Budget and Levy

3.3.2. Resolution 53-25 Proposed 2026 Housing & Redevelopment Authority Levy and Budget

3.3.3. Resolution 54-25 Declare Costs to be Assessed - Weed and Nuisance Compliance

3.3.4. Resolution 55-25 Set Date for Public Hearing — Proposed Assessments — Weed and Nuisance Compliance

3.3.5. Resolution 56-25 FAA Grant Agreement - Airport Taxilane and Parking Lot Reconstruction Project

3.3.6. Resolution 57-25 Purchase Agreement - 515 W Bridge Street - ISD #761

3.4. Miscellaneous

3.4.1. Lease Agreement - 115 Rose Street East - Owatonna School District

3.4.2. Sublease Agreement - 115 Rose Street East - Owatonna Area Business Development Center

3.5. Personnel Policy Revision - Chapter 8.4 Earned Sick and Safe Leave

4. **STAFF REPORTS - Deanna Sheely, Communications Manager**

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**

6.1. Closed Session to discuss acquisition of Right-of-Way or easement for the 2026 SE 18th Street Project.

7. **ADJOURN**



CITY OF
OWATONNA

Mayor Jessop



Proclamation

- WHEREAS** the Quilt of Valor Foundation is a national organization created in 2003 from a serviceman's mother idea to comfort Veterans with quilts; and
- WHEREAS** the Quilts of Valor Foundation recognize and acknowledges the "War Demons" that plague soldiers from all wars. Through this foundation, quilts have been presented to warriors from all conflicts including WWII, Korea, Vietnam, Iraq and Afghanistan; and
- WHEREAS** each quilt represents a three-part message from the givers to those receiving: Honor; Freedom is Not Free; and Comfort; and
- WHEREAS** in 2022, the Owatonna Exchange Club, choose the "Quilt of Valor" as one of their Americanism Service Projects. Five quilts were awarded in 2022 and the number has increased each year, this year, eleven recipients were selected:

William Gordon, US Navy
David Lewis, US Army
Jerry Demars, US Navy
Donald Thiede, US Navy
Jordon Vore, US Air Force

Richard Ferguson, US Army
Thomas Bretl, US Army
Bruce Meier, US Navy
Russel Karlen, US Army
Kenneth Keiper, US Army

Dennis Burggraff, US Marines

With sincere thanks and gratitude, these eleven veterans are being recognized for their service to our country and community as they receive theirs "Quilt of Valor".

NOW THEREFORE, I Matt Jessop, Mayor of the Great City of Owatonna, hereby proclaim **Thursday, September 11th** as the

2025 QUILT OF VALOR DAY

within the City of Owatonna and invite everyone to congratulate and celebrate with these veterans as they receive their quilts. I have hereunto set my hand this 11th day of September, 2025.

By: _____

Matt Jessop, Mayor





Mayor's Proclamation

WHEREAS each year, the HAF Memorial Foundation recognizes the life of Hunter Alexander Frank who gave his life in service to our county in 2020 while serving in El Salvador; and

WHEREAS Hunter served in the Navy, doing what he loved to do, to fly; and

WHEREAS Hunter received military recognition by receiving a National Defense Service Medal, a Sea Service Deployment Ribbon, a Global War on Terrorism Medal and a Marksman 9mm Pistol Ribbon; and

WHEREAS Hunter is a beloved son, brother, uncle, and friend; and

WHEREAS Hunter's sacrifice will not be forgotten.

NOW THEREFORE I, Matt Jessop, Mayor of the Great City of Owatonna, hereby proclaim today Saturday, September 13, 2025, as:

Hunter Alexander Frank Day

and call upon all citizens of the Great City of Owatonna to help us celebrate with the family and friends of Hunter Alexander Frank as remember his life and recognize that our freedom is not free. As we honor Hunter, we honor all veterans for their service and sacrifice so that we may remain free.

Dated: 9/9/25

By: _____

Matt Jessop, Mayor





Proclamation

- WHEREAS** The Owatonna Foundation began in 1958 and has established a goal to improve the quality of life for present and future generations of Owatonna residents; and
- WHEREAS** The Owatonna Foundation is committed to a strong leadership role in helping fundraising initiatives that engage our community and assist volunteers with energy, enthusiasm and success; and
- WHEREAS** The Owatonna Foundation touches the lives of every citizen in Owatonna and helps to shape the future of our community by funding projects that make a difference; and
- WHEREAS** The Owatonna Foundation makes our community stronger by distributing funds in the form of grants for specific “brick and mortar” community projects as well as through scholarships to help further the educational goals of individuals; and
- WHEREAS** More than 300 projects totaling over \$14 million dollars have been invested through the Owatonna Foundation to improve the welfare of our community within the areas of Community, Arts, Recreation and Education.

NOW THEREFORE I, Matt Jessop, Mayor of the City of Owatonna, hereby proclaim September 30 through October 4, 2025 as

OWATONNA FOUNDATION WEEK

And ask the Citizens of Owatonna to help recognize and support the Owatonna Foundation as they raise the visibility and awareness of the Owatonna Foundation’s role in improving the quality of life in Owatonna.

Dated: September 23, 2025

By: _____

Matt Jessop, Mayor



CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes
September 2, 2025 – DRAFT COPY

On Tuesday, September 2, 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 Voss, Dotson, Burbank, McCann, Svenby and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Finance Director Burns; Fire Chief Hoffman; IT Specialist Enz; Communications Manager Sheely; Assistant City Administrator/Human Resources Director Thamert; City Administrator Tuma; and Administrative Coordinator Clawson. Council Member Boeke was unable to attend.

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

Public Hearing – Establish Development District #22 and Adopt Development Program for Development District #22

Community Development Director Klecker commented tonight's public hearing is continuation of the hearing from the previous council meeting to consider establishing a district defined as the area within city limits for development options. The City Council approved a financing program to incent developers to develop single-family housing. For this program, the city would finance an amount equivalent to the cost of 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. To provide a loan for housing development, the City must establish a development district for the city where a public hearing is required.

At 7:04 p.m., a Public Hearing opened for comments. With no comments heard, at 7:05 p.m., Council Member Voss made a motion to close the public hearing. Council Member Burbank seconded the motion. All members present voted aye in approval.

Resolution 44-25 – Establish Development District #22 and Adopt Development Program for Development District #22

Community Development Director Klecker requested Council approve Resolution 44-25 establishing Development District 22 and adopting the Development Program for Development District #22. Council Member Voss made a motion for approval; Council Member Burbank seconded the motion. All members present voted aye in approval.

Owatonna Residential Housing Development Incentive Program

Community Development Director Klecker explained the incentive program provides for a loan in the amount equivalent to the costs of hard surfacing for streets, curb and gutters and sidewalks for up to 5 years. The program requires the loan be paid back within 5 years with interest. A loan agreement must be approved for each development that plans to participate

in the program. The maximum loan amount is \$20,000 with payback to begin when the lot is developed. A statement will be added to the program, that the program will be provided the city has funds sufficient to do so. Council Member Svenby made a motion for approval with the addition of this statement; Council Member Burbank seconded the motion. All members present voted aye in approval.

Public Hearing - 5-Year Street Reconstruction and Overlay Plan with Intent to Issue Bonds

Finance Director Burns commented annually the city prepares a five-year capital improvement plan. Included as part of this plan are streets which the city intends to reconstruct. There are various financing options available, and she welcomed Todd Hagen, Senior Municipal Advisor at Ehlers to help answer questions.

Mr. Ehlers explained the City is asked to adopt a five-year street reconstruction plan with the plan to issue street reconstruction bonds permissible by Minnesota State Statutes. The maximum amount bonds issued has been set at \$1,800,000. Favorable bids were received on this year's projects after calling this public hearing. The amount of the debt issue includes project costs not paid by utility funds (i.e. water, sewer) plus contingency funds, engineering costs, and financing costs. I plan to be back during the October 7th Council Meeting for the next step in the city's bonding process. There will be a debt service levy related to the bonds that will be issued to finance the projects included in the street reconstruction plan. This levy will be in place over the 10-year life of the bonds

At 7:08 p.m., a public hearing was opened comments. With no comments heard, at 7:09 p.m., Council Member Voss made a motion to close the public hearing. Council Member Dotson seconded the motion; all members present voted aye in approval.

Resolution 51-25 5-Year Street Reconstruction Plan and Authorize Issuance of General Obligation Bonds

Finance Director Burns requested approval of Resolution 51-25. Council Member McCann made a motion for approval; Council Member Voss seconded the motion, and all members present voted aye in approval.

Mayor Jessop

Mayor Jessop stated he had no items at this time.

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 – August 19, 2025

- HRA Minutes - August 25, 2025

- Planning Commission Minutes - August 26, 2025

- Weed/Nuisance Inspection Report - August 27, 2025

- Exempt Permit - Raffle - Owatonna Exchange Club - December 11, 2025

Exempt Permit - Steele County Humane Society - Raffle - September 20, 2025
Council Member Boeke made a motion to approve these Consent Agenda items; Council Member Voss seconded the motion, and all members present voted aye approving all items.

Finance Report

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

\$ 202,675.73	Bosch Automotive - economic development TIF (year 4 out of 9)
23,670.71	Cemstone - PayGo Note #1 - TIF 3-11 (pymt 5 of 9)
331,170.52	Costco - economic development TIF (year 4 out of 9)
22,031.11	Crysteel Truck Equipment - Flatbed unit #25426 - Park & Rec - \$19,001.00 - Tommy gate-service body-27" unit #09428- Park & Rec - \$2,980.00 - Bushing kit - \$50.11
82,371.15	Daikin Applied Americas - PayGo Note #1 - TIF 3-13 (year 4 out of 9)
48,291.74	Equity Growth-111 Vine Apt bldg - redevelopment TIF 12-1 (year 6 out of 26)
21,822.44	Fareway Stores - hospital redevelopment TIF (year 10 out of 26)
124,638.00	Integrated Process Solutions Inc - Autumn Hills & Cedardale lift station
42,463.31	KAB Properties - TIF 3-16 (year 2 out of 9)
229,408.13	Legence Subsidiary Holdings LLC - Public Safety Center - July 2025 - \$224,739.00 - City Hall Generator - mileage - \$371.00 - River Spring Water Park professional services \$93.63 - Community Center - July 2025 - \$4,204.50
27,793.14	Mound Owatonna - Mound St Apt bldg redevelopment TIF (year 4 out of 9)
94,534.85	Nero Engineering - WWTF upgrade & expansion project - June 2025
33,405.37	Owatonna Area Chamber of Commerce - Lodging Tax June
81,355.63	Owatonna Hospitality - Marriott - redevelopment TIF (year 3 out of 26)
48,894.55	Owatonna Motor Company - 2025 Ford Explorer unit \$2523 - Stormwater
27,584.80	Owatonna Pearl - redevelopment TIF 10-1 (year 3 out of 23)
28,000.78	Pro-Pet economic development TIF (year 8 out of 9)
440,273.68	Rice Lake Construction Group - WWTP Expansion - pay est #38
28,802.50	Short Elliot Hendrickson - 18th St SE reconstruction services - July 2025
22,609.32	South Pointe II-18th St SW Apt bldg redevelopment TIF 8-2 (year 4 of 10)
32,045.96	South Pointe Owatonna-18th St SW Apt bldg redevelopment TIF 8-1 (year 8 out of 14)
153,070.12	Southeast Service Cooperative - Aug 2025 health ins premiums
80,314.10	Steve James Excavating Inc - - 10TH Ave/Ridge Road storm pipe repair - \$2,817.60 - 2025 overlay prep project #25004 est #1 - \$54,946.50 - 15TH Street NE - remove/replace two structures and storm pipe-\$22,550.00
27,494.30	US Bank - entire organization monthly credit card purchases - June/July 2025

<u>254,059.39</u>	Other Expenditure
\$2,254,721.94	Subtotal
<u>113,696.00</u>	HRA Housing Assistance Payment
\$2,622,477.33	Total Expenditures presented for approval

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

First Reading Proposed Ordinance 25-10 Salary Adjustment - Elected Officials

City Administrator Tuma requested approval of the first reading of Proposed Ordinance 25-10 to amend Code Section 32.001 of the 2015 Code of Ordinances for the City of Owatonna. This will authorize an increase in the salaries to be paid to the City's Elected Officials beginning January 2027. Salaries for the elected officials were last reviewed in September 2021 for change effective January 1, 2023. Ordinance 1577 approved April 3, 2018, requires quadrennial review of our city officials' salaries. The State requires any change to elected officials' salaries become effective for officials in office following the next General Election. Any changes would become effective with payments during January 2027 following the next General Election held in November 2026. Council Member Burbank made a motion for approval; Council Member Voss seconded the motion. With a roll call vote, voting aye were Council Members Dotson, Burbank, McCann, Svenby Voss and Raney, with no nays, the motion carried. The second/final reading of this proposed ordinance will be held during the next City Council Meeting.

First Reading Proposed Ordinance 25-11 Update Code Section 113 Alcoholic Beverages - Hours for Sunday On-Sales

City Administrator Tuma requested approval of the first reading of Proposed Ordinance 25-11 to amend Code Section 113, Alcoholic Beverages for the hours liquor can be sold on Sundays. This ordinance, a housekeeping measure, was reviewed and recommended by City Attorney

Walbran. Amendments will be made to clarify two sections of the city's 2015 Code of Ordinances in Chapter 113 - Alcoholic Beverages: Section 113.052(D)(6) and Section 113.056(B)(1)(b).

Section 113.052 License Procedures (D) Special License for Sunday Sales will provide:
(6) A licensee holding a special license under this division (D) is authorized to sell alcoholic beverages for consumption on the premises in conjunction with the sale of food between the hours of 8:00 am on Sundays and 2:00 a.m. on Mondays.

Section 113.056 License Conditions (B) Hours of Sale will provide:
(1) No sale of intoxicating liquor for consumption on the licensed premises may be made:
(b) After 1:00 a.m. on Sunday, except as provided by 113.052(D) (6) of this chapter.

Council Member Dotson made a motion for approval; Council Member McCann seconded the motion. With a roll call vote, voting aye were Council Members Dotson, Burbank, McCann,

Svenby Voss and Raney, with no nays, the motion carried. The second/final reading of this proposed ordinance will be held during the next City Council Meeting.

Resolution 45-25 Final Plat – Mineral Springs Estates Addition

Community Development Director Klecker requested approval of Resolution 45-25 to approve the Final Plat of Mineral Springs Estates Addition. Stephen Wheeler, Prairie LaSalle Partners, and Chad Lange, Festal Farms are requesting final plat approval of Mineral Springs Estates, a 36 lot and 13 outlot residential development of 82.72 acres east of River Springs Waterpark. The property is being replatted into a master planned neighborhood with a multitude of housing types. The Planning Commission held a public hearing on this and recommended approval. He then introduced Stephen Wheeler of Prairie LaSalle .

Mr. Wheeler commented that city staff has done a tremendous job to address our concerns not only for this project but future development. Infrastructure will be placed which will create opportunities for future housing opportunities. Thank you for being patient with us, this initial plan will allow housing placed which is now in demand. Our plan is to begin the project as soon as possible for groundbreaking next spring. We plan to work with local contractors so this project will also improve the economic development of the city.

With no additional comments. Council Member Dotson made a motion for approval, Council Member Dotson seconded the motion, all members present voted aye in approval.

Resolution 46-25 Land Development Agreement -Mineral Springs Estates Addition - Mineral Springs Estates, LLC

Community Development Director Klecker requested approval of Resolution 46-25 to approve a Land Development Agreement for the first phase of the Mineral Springs Estates Addition. The city requires a Development Agreement on all development projects to ensure that all parties understand the roles, expectations, timelines and requirements for the project. The attached agreement lays out the roles and expectations. In short, the developer is required to install all the public infrastructure for the development, including the sewer, water, stormwater facilities, streets and sidewalks. Council Member Voss made a motion for approval, Council Member Svenby seconded the motion, and all members present voted aye for approval.

Resolution 47-25 Loan Agreement and Mortgage - Mineral Springs Estates Addition - Mineral Springs Estates, LLC

Community Development Director Klecker presented Resolution 47-25 to approve a Loan Agreement and Mortgage with Mineral Springs Estates, LLC. City Council approved a policy allowing the City to assist with housing development. The city will provide financing to any developer at a rate of 2% above the City's bond rate for the "topping" of streets. This would include pavement, curb & gutter, sidewalks, driveway aprons and final landscaping as well as any other associated improvements. The developer would be required to begin repayment to the city when a lot is sold to an external buyer; the entire loan would be paid in full after five years. The loan amount is \$704,724.30, which includes a 5% contingency. The developer will

be reimbursed for the actual costs of the project when the items are completed. The developer will repay the loan at a per-lot cost plus interest upon any sale to an entity not associated with the developer. Council Member Dotson made a motion for approval, Council Member Burbank seconded the motion, and all members present voted aye for approval.

Resolution 48-25: CUP-22 Accessory Warehouse - 3510 Park Drive NW

Community Development Director Klecker requested approval of Resolution 48-25 approving CUP-22. This was a request received from John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms to construct an accessory warehouse at 3510 Park Drive NW. The accessory warehouse is proposed to be 11,520 square feet will be set west of their current facility to provide cold storage. The Planning Commission held a public hearing on this request during their meeting on August 26th and recommend approval. Council Member Dotson made a motion for approval, Council Member Burbank seconded the motion, and all members present voted aye for approval.

Resolution 49-25 Culligan Addition Preliminary & Final Plat

Community Development Director Klecker requested approval of Resolution 49-25 approving the Preliminary and Final Plat of the Culligan Addition. John Schulte V, Jones, Haugh, and Smith, on behalf of Culligan Ultrapure Real Estate Inc., a request for preliminary and final plat of Culligan Addition, a 1.08± acre tract of commercial land. The applicant is requesting the plan to combine their lots from multiple plats into one platted lot in order to construct an accessory building for storage. Council Member Svenby made a motion for approval, Council Member Burbank seconded the motion, and all members present voted aye for approval.

Resolution 50-25 Transfer Duties of the Local Board of Appeal and Equalization to Steele County

City Administrator Tuma presented Resolution 50-25 to adopt an Open Book Meetings Format for property assessment appeals and formally setting aside the Local Board of Appeal and Equalization by permanently transferring duties to Steele County. The Council could choose to adopt this assignment of duties for a fixed period of no less than three years. Doing so will then require additional formal action at that time to renew the assignment. Transfer duties can be reversed at any time using the same timeline provided for the initial transfer. This transfer of duties will eliminate the step of the city holding an annual Local Board of Appeal and Equalization Meeting and all other duties for property valuation remain the same done by Steele County. Council Member Burbank made a motion for approval, Council Member McCann seconded the motion, and all members present voted aye for approval. Council President Raney commented that Owatonna was the last city within Steele County to transfer these tasks to the county.

STAFF REPORT

Fire Chief Ed Hoffman commented that the estimate of the initial damage assessment for the windstorm on July 28, 2025, was \$200,000; however, damage was extensive, and Steele County submitted a report showing a total of \$920,000.00 damages. The City of Owatonna is \$736,050 of that amount. Waiting for response to our request submitted to the Governor's Office for 75% reimbursement of these costs. Tree debris hauled to the former Cemstone site, approximately 1,778 square yards, stacked 30' high will be chipped and hauled away.

There have been several staffing changes at the Fire Hall. Three new paid-on-call firefighters began in January are now completing their training. Mitch Terpstra, a previously paid-on-call firefighter, was recently promoted to a full-time Equipment Operator. Jacob Dashiell just began in the new position of Assistant Fire Chief.

PUBLIC COMMENTS

Richard Amott, 104 E University St requested assistance to resolve matter with the US Post Office. He received a notice advising his mailbox would be moved across the road. He would like the mailbox to remain on his side of the street to allow his children to get their mail.

Gary Jones, 995 Ridge Road distributed information displaying the progression of light meter readings taken last week in Mineral Springs Park. With dense tree cover in Mineral Springs Park, darkness progresses quickly after sunset and hours for the deer hunt be changed to sunrise to sunset and not half hour before sunrise or half hour after sunset as allowed by the DNR. The progression of darkness at the Leo Rudolph Matire Reserve is much slower with fewer trees.

MAYOR AND COUNCIL COMMENTS:

Council Member Dotson commented that school started today for some kids...keep a watch out for those going to and from school.

Council Vice President Voss thanked Community Development Director Klecker and Community Development Manager Kruschke for their work over the last three years for the items approved tonight,

Mayor Jessop echoed Council Member Dotson, school begins this week, watch out for kids walking to and from school.

City Administrator Tuma commented that today she received a thank you note from BridgeWater at Owatonna. There was a mechanical fire at the facility, and the residents and staff members appreciated the timely response by the Owatonna Fire Department. She reminded everyone of the Downtown Thursday Event this week and of the Park & Rec Department's Tree Giveaway & Planting event planned for this Friday. Properties located in an Environmental Justice area with the city are eligible to receive a tree, 33 reservations have been received.

Council President Raney commented that several years ago, Council received comment from Community Development that the city needed apartments. Now, we hear we need single-family housing, hopefully, items approved tonight are the first step for that.

At 7:51 p.m., Council Member Dotson made a motion for adjournment, Council Member Svenby seconded the motion, and all members present voted approval.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board - Commission Minutes



LIBRARY BOARD MEETING
Thursday, June 26, 2025, at 4:30 PM Gainey Room,
Owatonna Public Library

The Owatonna Public Library Board of Trustees held the monthly meeting on Thursday June 26, 2025. The meeting was held in the Owatonna Public Library Reading Conference Room at 4:30pm.

Present: Vice President Amy Tapp, Trustee Karen Malin, Trustee Quinn Meyer, Trustee Annie Harman, Library Director Mark Blando, Administrative Technician Maria Hanson

Absent: Secretary Julianna Skluzacek, Librarian Darla Lager

1. Call to Order

The meeting was called to order by President Tapp at 4:30 PM

2. Reminder of Open Meeting Law

The open meeting law applies to the board.

3. Public Comments (Please limit comments to 3 minutes)

No public comment.

4. Welcome New Library Board of Trustee

Welcome new trustee member Annie Harman. Harman is current editor at the Owatonna Peoples Press. She is excited to share her love for the library and be a member of the board.

5. Election of New Officers

The election of new officers took place at the June meeting. The board decided to keep the positions of President and Vice President and remove the position of Secretary.

For the position of President, Trustee Malin made a motion and nominated Vice President Amy Tapp, motion seconded by Trustee Meyer. All ayes, motion approved.

For the position of Vice President, President Tapp made a motion and nominated Trustee Meyer, motion seconded by Trustee Harman. All ayes, motion approved.

6. Approval of the Last Meeting Minutes

6.a. Library Board Meeting Minutes May 15, 2025

Trustee Malin moved, and Vice President Meyer seconded to approve the minutes of the May 15, 2025, meeting. All ayes, motion approved.

7. Children's Services Report

Blando highlighted the May children services report. The Owatonna Education Center (OEC) and Early Childhood Family Education Center (ECFE) visited the library last month. The first shout-out was held on May 15th. This is when library staff visit the schools to share information about the Summer Reading Program (SRP). Staff sing songs and get the kids excited about reading.

Today was the first book fair for the SRP. When children read 10 minutes a day for 20 days, they can bring in their reading log and pick out a free book to keep.

The Summer Reading Program schedule brochure was shared with the board.

8. Financial Reports

8.a. Financial Report -June

Blando shared that we are 45% through our budget. The city council has moved the timeline back this year a month to complete the budget for CIP funds. They are asking for budgetary numbers for big ticket items.

Next year the library will begin replacing and repairing the roof. We have leaks throughout the building and in the elevator shaft. This work will be done over a 3-year period.

We are also looking at repairing the HVAC system. Right now, the system is running at 50% capacity due to certain parts not working. We will be doing another study with ICS to determine long range repair plans. This could potentially be a repair with CIP funds. Trustee Harman suggested the city investigate grants to help with this cost. There are grants that have an accessibility measure clause to help cover HVAC costs due to the needs of individuals with existing health conditions. Blando stated he will explore this.

Budget meetings have started, and city staff recently completed the operational budget. Blando will be meeting with the city administrator and finance director to go over CIP budget items. Funding depends on city levy funds.

9. Library Use Reports

9.a. Library Services Report – May

Mark shared that we had 645 patrons check out 1,104 eBooks and 1,224 eAudio. Hoopla titles were 1,162. The library has limited Hoopla checkouts from 5 items to 3. This went into effect mid-June. The majority of public feedback has been supportive and understanding. This reduction was

due to the increasing cost of the program.

No library use report was available this month due to the new system.

10. SELCO Updates

SELCO is our regional library system. Owatonna is one of the larger libraries in the system. At the last meeting they discussed an automated material handling system. This new system will automatically read the barcode on the book and file appropriately to the lending library. For this to work, however, all libraries will need barcodes placed in the exact same location on the book. OPL has this placement correctly done now but other libraries will need to update their placement. This could take some time for all to complete before this will work. Currently books are manually sorted and delivered five times a week to OPL.

Another item discussed is the use of RFID tags in books. By placing an RFID tag in the book, a patron or staff could quickly check out books stacks at a time. No longer the need to scan each barcode individually. This would also apply to inventories where you could just scan across the books with a wand. We would have to purchase and install tags on all of our items. There is a push to look more into this. Currently this system is used by the Red Wing library.

Members also discussed how things are going with the new Evergreen system. Growing pains right now as we continue to learn new ways of doing things.

11. Upcoming Programs

11.a. Teen Thursday Schedule

Allison and Sid have taken charge of this area. OPL was lacking in this area. We are starting this summer to implement passive programs alongside our children services program schedule. This is our summer trial, we hope to expand the program on evenings and weekends. A summer teen program schedule was shared with the board.

11. b. UFO (Unfinished Objects) Day July 2nd

Unfinished projects day. This is another 125th anniversary event program. People can bring their unfinished projects to work on. We have an outer space theme, and prizes will be awarded for the most complete, longest unfinished and out of this world projects.

12. 125th Anniversary Planning

We are still showing a different movie each month. This month it is "To Kill a Mockingbird", next month "Jaws". Blando is continually impressed by the creativity and planning of the 125th programs this year.

13. Library Updates

In addition to the roof and HVAC system, the Gainey room audio visual equipment upgrade did not take place this month due to a scheduling conflict. Installation will be scheduled at a later

date, to be determined.

Bethany Anderson is the new Blooming Prairie library director. She comes with library experience from the Kasson library. Mark is planning to meet with Bethany next week.

Library Renovation Update

Jenna Tuma is our new City Administrator. Blando has plans to meet with Tuma next week regarding the library renovation planning.

There are plans to replace the furniture in children's services. Table, chairs, sofa seats etc. Our old furniture will be donated to anyone that can use it.

Motions to adjourn were made by Tapp and seconded by Harman. All ayes. Meeting adjourned at 5:14pm.

The next board meeting will be on Thursday, July17, 2025, at 4:30pm

Respectfully submitted by Maria Hanson.

Owatonna Human Rights Commission Minutes – August 12, 2025

The Owatonna Human Rights Commission (OHRC) met on Tuesday, August 12, 2025, in the Meeting Room of the Charles S. Crandall Center. Chairman Bjore called the meeting to order at 5:31 p.m. Commissioner Mustafe took roll call. Present were Commissioners Bjore, Ismael, Hill, Hult, Esquivel and Hansen; City Administrator Tuma; and Administrative Coordinator Clawson. Commissioner Seykora was unable to attend.

Following the Pledge of Allegiance, Chairman Bjore welcomed everyone to the meeting. Commissioner Hansen made a motion to approve the Meeting Agenda as presented, Commissioner Hill seconded the motion, all members present voted aye in approval. Commissioner Hansen requested minor change in the July OHRAC Minutes and made a motion to approve with this change, Commissioner Bjore seconded the motion, all members present voted aye in approval.

ITEMS OF DISCUSSION

Pride in the Park Event – July 12, 2025

Commissioner Hansen commented that she was disappointed with the protest during the event. OPD advised the protestors that they could not use their bullhorn within the park area per new ordinance passed earlier this year. So, the protester with the bullhorn moved across the street in front of the Court House and other protestors moved to the center of the park carrying large signs, 4' x 6' yelling and screaming with claims of their First Amendment Right for Freedom of Speech. The police were called several times, but protestors did leave at 7:00 pm and the event was over at 7:30 pm. I met with City Administrator Busse, Asst City Admin Tuma, Police Chief Mundale, Police Captain Duchene, Rainbowatonna Member Black and OHRC Chairperson Bjore to discuss what happened during the event. I was very disappointed with the involvement by the police. There have been several Letters to the Editor in the Owatonna Peoples Press and 15-20 people attend the City Council Meeting last week to make statements during the Public Comments.

City Administrator Tuma commented it is difficult to separate the First Amendment Freedom of Speech and the Right to Gather. There will be another follow-event meeting on September 11th and there are some options to consider preventing similar protesting activities during future planned events.

Hansen commented that the Rainbowatonna Board Members work for a full year preparing for the annual Pride in the Park event. It is frustrating that we couldn't enjoy the event as we were busy with crown control. The protestors were there to entice actions and fortunately, the vendors were understanding about what was happening. Pride in the Park has grown each year:

2023 – event in Moorehouse Park, estimate 500+ attended

2024 – event held in Dartt's Park, 32 tents, 4 food vendors, estimate 600 attended

2025 – event held in Central Park, 46 tents, 6 food vendors, estimate 700+ attended

2026 – planning for event at Central Park again.

Commissioner Hill suggested contacting Parasol Patrol. This group has found a unique way to stifle aggressive actions by protestors; they open umbrellas in front to shield children and others. The Parasol Patrol was formed out of a need to protect our children's eyes and ears from the hateful speech of protesters. Information is available on their website, parasolpatrol.org.

OHRC Promotions:

1. The Steele County Times will publish articles about the Welcome Week activities during the last week of August.
2. Commissioner Bjore will do a City Spot with Communications Manager Sheely.
3. Straight Talk – Commissioners Ismael and Hansen recorded a segment with Karen Hale which will play during the last week of August.

Items of Discussion

- 1) Downtown Thursday (DTT) Event – September 4, 2025
Commissioner Hansen commented she has been preparing the Human Library Event – Nine human books are confirmed, and she has filmed several of these interviews. Waiting to hear from other subject books and asked everyone to contact potential books. would like to have 18 books available. Also asked everyone to push for publicity of the event. There will be three 1-hour segments during DTT offering 6 different books each hour. Will get cookies, bottled water, candy, need 100+ OHRC brochures, and \$5 Chamber Bucks for courtesy thanks for each book.
- 2) Meeting on the Fields – September 6, 2025
Commissioner Bjore commented that the Rec on the Go trailer will arrive at 5:30 pm, OHRC members should also arrive at 5:30 pm to help set up. The soccer game will begin at 6:30 pm. She suggested a sign be hang on the fence by the field the week prior with statement, "Game this Saturday" and recommended Legacy Sign. The sign would be similar to a previous OHRC sign but there would not be specific event detail. She has spoken with Corey at Legacy Sign and estimates a 8' long sign would cost \$200.
Commissioner Hansen made a motion to approve purchase of sign from Legacy Sign promoting Game this Saturday. Commissioner Hill seconded the motion and all members present voted aye in approval.
Commissioner Seykora will order player shirts from Brad Fisher, red and blue with white lettering, estimate \$9.00/each. Print on the back will include OHRC and will ask if display could be in three languages: English, Spanish and Samali.
There will be bottled water and fruit available during the game.
Commissioner Ismael will line up two referees for the soccer game.
- 3) 2026 MLK Jr. Day Event – January 19, 2026
Earlier today, Commissioner Seykora sent an e-mail to all OHRC Commissioners to consider Jasmine Brett Stringer, author of Seize Your Life as the speaker during the 2026

MLK Jr. Event. Several other suggestions were mentioned and all agreed everyone should bring speaker suggestions to the September OHRC Meeting. Plan to make the speaker selection should be made during the September Meeting so plans can begin.

PUBLIC COMMENT

Administrative Coordinator Clawson shared copy of article received via e-mail from the Steele County Times, a teen's experience at a local restaurant brings discrimination charge. Today, an Owatonna restaurant (Buffalo Wild Wings) is at the subject of discrimination charges filed with the Minnesota Department of Human Rights. Gender Justice filed the charge on behalf of 18-year-old Gerika Mudra. Several commissioners commented they were aware of the filing. OHRC commissioners and discussed if contacted about this state case, they should refer them to the state office.

ADJOURNMENT

At 6:31 p.m., Commissioner Hansen made a motion to adjourn, Commissioner Hill seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, September 9th at 5:30 pm. This meeting will be held in the Second Floor Conference Room at City Hall.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator

MINUTES - UNAPPROVED
OWATONNA PARKS AND RECREATION
REGULAR PARK BOARD MEETING
September 8, 2025, at 4:30 P.M.

LOCATION: 500 Dunnell Dr., West Meeting Room, Owatonna, MN 55060

OPENING BUSINESS

Call to Order at 4:34 p.m. by Jon Thiel

Executive Members Present: Chair: Jon Thiel, Vice-Chair: Gina McGuire, Secretary: Sara Baird

Board Members Present: Tyler Cochran, Nancy Ness, Nan Silkunas

Members Absent: None

Staff Present: TW Dieckmann: Director of Parks & Recreation, Eric Anderson: Recreation Manager, Dani Licht: Aquatics Supervisor, MJ Knudson: Admin Coordinator, Maureen Lyons: Admin Coordinator

City Council Member: Don McCann

Guests Present: None

APPROVAL OF THE AGENDA

Motion by Nancy Ness to approve Agenda. Second by Gina McGuire. All members voted aye.

APPROVAL OF AUGUST 4, 2025, MINUTES

Motion by Tyler Cochran to approve park board meeting minutes and bring before the Council. Second by Nancy Ness. All members voted aye.

PERSONS WISHING TO APPEAR

The public forum is intended to afford the public an opportunity to address topics to the Park Board. The public forum will be no longer than 30 minutes in length, and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local park and recreation topics. The Park Board will only listen and not take action on public forum presentations. None present

NEW BUSINESS

ReLeaf Grant Application: Information was presented by MJ Knudson. The intention of the application would be to conduct a tree inventory of City owned, maintained parkland and main trails to document dead, dying and/or potentially dangerous trees. The grant application may include a plan to remove dead and potentially dangerous trees. Motion made by Tyler Cochran to bring the matter before Council for consideration to meet the October 28 deadline. Second by Gina McGuire. All members voted aye.

Lake Kohlmier schedule for 2026: Eric Anderson shared plans for Lake Kohlmier opening/closing dates May 23 through September 2, 2026. The board was interested in the

budget and logistical impact of extending the swimming season by leaving ropes and buoys in later. Topic was tabled to allow staff time to gather information for the next meeting.

Parks and Recreation Fee Manual Update Eric Anderson shared proposed changes as listed in agenda packet. Fees are reviewed and updated biannually or as needed. Motion by Nancy Ness to approve the updates and bring the matter before the Council. Second by Sara Baird. All members voted aye.

Park Permit - Southern MN Cross Country Meets Details dates and locations included in agenda packet. Motion by Sara Baird to approve permit. Second by Tyler Cochran. All members voted aye.

Park Permit – Big Brothers Big Sisters Central Park 9/24/2025 from 5-8pm for a movie for parents and littles. Event does not include use of stage. Motion by Gina McGuire to approve permit. Second by Nancy Ness

OLD BUSINESS

Community Center Task Force update

Tyler Cochran updated the board on recent task force activities.

Deer Management Update MJ Knudson presents details regarding the upcoming archery hunt in City parks. Clarification was made that Manthey Park is not included and Mineral Springs Park is only included during the second season dates. Applications have closed with 46 hunters. Proficiency testing is scheduled 9/13 and 9/20 after which hunter locations will be determined/assigned.

COMMUNICATIONS

River Spring Water Park Dani Licht provided a season wrap-up report.

Recreation Division and Parks Division reports were included in the agenda packet.

Born Learning Train ribbon cutting is scheduled for Saturday, November 1, 2025.

Communications from Park Board members:

Tyler Cochran shared appreciation and congratulations for the positive impact of using social media to promote programs and communicate with the public.

ADJOURNMENT:

Motion by Nan Silkunas to adjourn. Second by Nancy Ness. All members voted aye.

Meeting adjourned at 6:24 p.m. The next board meeting is scheduled for October 6, 2025, at 4:30 p.m. 540 West Hills Circle, Conference Room 120.

Airport Commission Meeting Minutes
August 21, 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
Matt Thurnau	Chair
Madeleine Haberman	Commissioner

Commissioners Absent

Greg Krueger	Commissioner
Daren Tarpenning	Commissioner

Staff Attending

Dave Beaver	Airport Manager
Troy Klecker	Community Development Director
Kristen Kopp	Senior Administrative Technician

Visitors Attendings

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

3. Approval of Agenda

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

4. Minutes

Commissioner Louris made a motion to approve the minutes from July 10, 2025, Airport Commission meeting and Commissioner Purscell seconded the motion. All Commissioners voting Aye, the motion carried.

5. Action Items

Chair Reports

Thurnau thanked Beaver for his update earlier this month.

Staff Reports

Airport Manager Dave Beaver said they've been busy. He included monthly fuel totals and said they're on track. There has been a lot of turbine activity. Accelerated is doing more certified flight instructor courses now. Their maintenance program is still in the works, but has been delayed a bit due to some working through the code review issues. The annual Oshkosh airshow in Wisconsin was at the end of July and there was a fuel discount offered for travelers to and from Oshkosh. Staff is working on the grant process for a variety of projects including closeouts. The Fly-In Breakfast would normally be this coming weekend, but has been cancelled. The CAP wants to reset the event for next May. Dennis VonRuden had a tenant-based gathering during Fair Week. The Chamber has agreed to contribute funding on the wall mural and it is currently in review for colors, to make sure it matches City branding. We received the grant on the new pull-behind mower and have elected to hold on to the old flex-wing mower as a back-up. If we sell it, 66% of the proceeds would have to go back to the State per the original acquisition grant requirements. Representatives from MnDOT and FAA have been out working on routine inspection items for the Instrument Landing System (ILS). There has not been a lot of aircraft in for agricultural spraying operations this year to date. Spectrum brought fiber optic cable into the airport in the last couple weeks. They are trying to replace all of the copper phone lines for FAA owned communications equipment. This allows pilots to talk to flight service on the ground when they'd normally have to be in the air. There was no cost to the City for this work.

Airport CIP Project Update

Mr. Beaver reported that the parking lot project and taxiway projects have been bid and awarded but construction is still contingent on receiving the anticipated FAA and MnDOT grant. They did receive word back on grant requests from the state that the Card Reader Grant and the Airport Zoning Update projects can be expected yet this year. Unfortunately, building projects such as the hangar roof and dome hangar bi-fold door, did not score well for airports in the MnDOT grant prioritization system. We won't see a grant this year on these projects unless a project falls through in the state system and we move up. Melissa Underwood said we are waiting for the Federal grant for the parking lot and taxiway reconstruction project. We have not seen any grant approvals coming out for MN in 2025. Beaver said if we are ready to go with the roof and the door, you never know what will happen. Underwood said that communities have until August 29 to accept their offers.

6. Adjournment - Chair Thurnau adjourned the meeting at 8:25 am.



CITY OF
OWATONNA

Department Reports

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2024 AND 2025												Ken Beck, Building Official			
	DWELLINGS		ACCESSORY		COMMERCIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL			
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE		
Jan '24	0	0	2	6,500	33	7,806,205	95	763,150	0	0	0	130	8,575,855		
Jan '25	0	0	0	0	22	13,865,031	85	566,740	0	0	0	107	14,431,771		
Feb '24	2	700,000	4	7,500	52	8,218,972.00	198	1,725,152.62	0	0	0	256	10,651,624.62		
Feb '25	1	317,000	1	500	40	15,540,396.00	185	1,110,858.11				227	16,968,754.11		
Mar '24	3	940,000	5	8,250	75	10,847,903	289	\$ 2,612,593.78				372	\$ 14,408,746.78		
Mar '25	1	317,000	14	51,721	59	17,995,810	278	\$ 1,975,163.16			2	354	\$ 20,339,694.16		
Apr '24	3	940,000	19	81,750	107	44,321,109	446	\$ 3,981,714.59	0	0	0	575	\$49,324,573.59		
Apr '25	6	1,502,000	25	102,117	73	22,381,515	395	3,025,025.86	0	0	3	502	27,010,657.86		
May '24	3	940,000	38	235,738	125	46,373,553.00	586	5,141,328.01				752	52,690,619.00		
May '25	7	2,068,000	39	170,017	102	31,555,159.00	567	4,993,234.30			4	719	38,786,410.30		
Jun '24	3	940,000	52	338,988.00	141	48,105,001.10	730	6,515,257.09	2	400,000	2	930	56,299,246.19		
Jun '25	8	2,448,000	51	218,624.33	120	34,423,774.00	740	7,382,208.84			4	923	44,472,607.17		
Jul '24	5	2,040,000	67	387,488.00	180	53,277,518.10	888	7,891,334.33	4	980,000	5	1149	64,576,340.43		
Jul '25	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	10	3,298,000	86	404,032.00	166	41,045,386.00	1075	11,186,236.26			5	1,334	\$55,933,654.26		
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

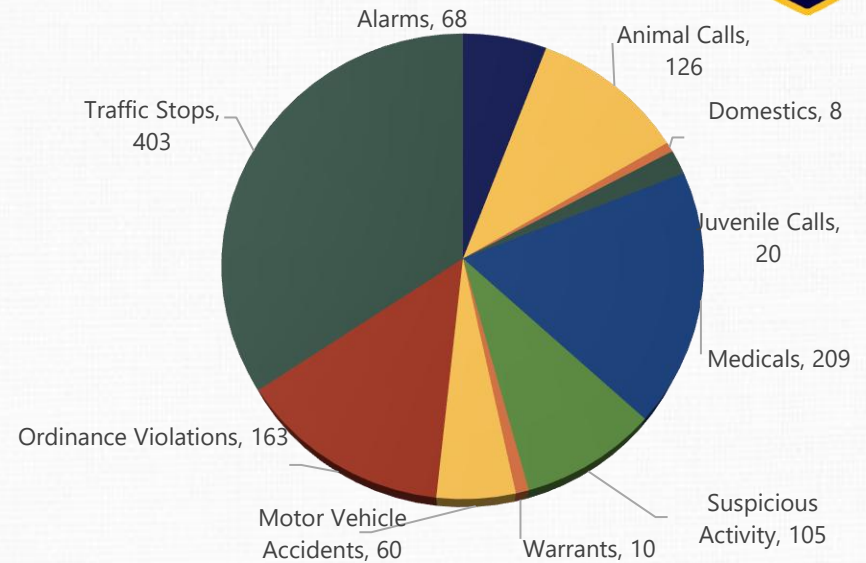
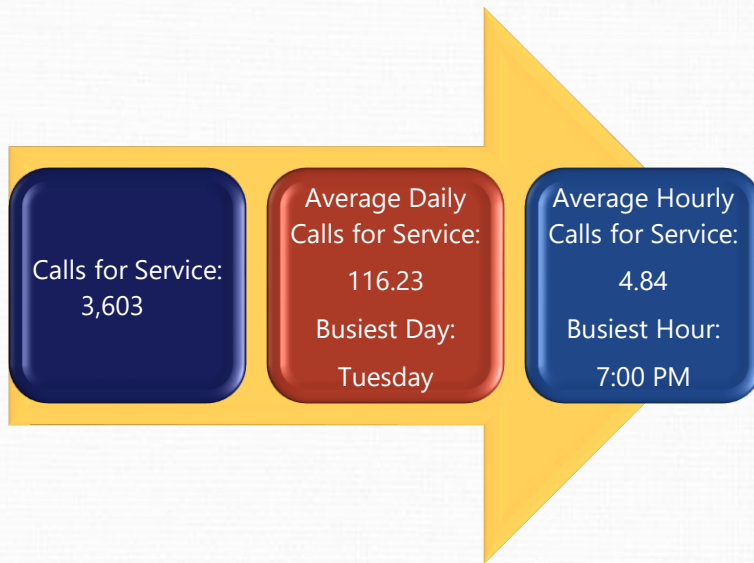
Owatonna Building Inspection Department Comparison Report- Construction to Date 2024/2025

Construction Report for Permits Issued through August, 2025

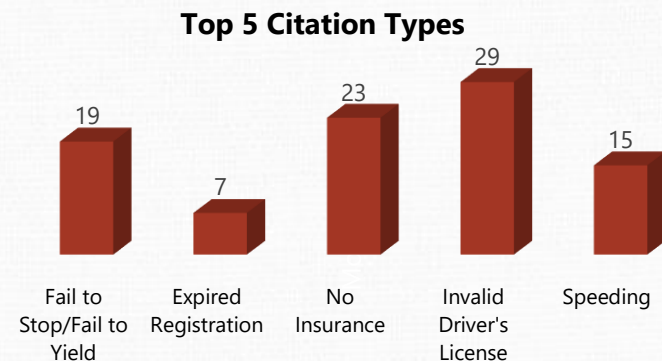
TYPE OF WORK	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2025 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	6	2,290,000		10	3,298,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	82	479,826.00		86	404,032.00	
COMMERCIAL AND INDUSTRIAL PERMITS	210	57,328,157.10		166	41,045,386.00	
RESIDENTIAL ADD. & ALT.	1058	9,938,435.49		1075	11,186,236.26	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	4	980,000	0	0	0	0
DEMOLITION PERMITS	5	0		5	0	
TOTAL PERMITS ISSUED	1,365	71,016,419	0	1,342	55,933,654	0

Owatonna Police Department Crime Clock

August 2025



The Owatonna Police Department issued a total of 188 citations and 257 warnings in August.



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



Owatonna Police Department

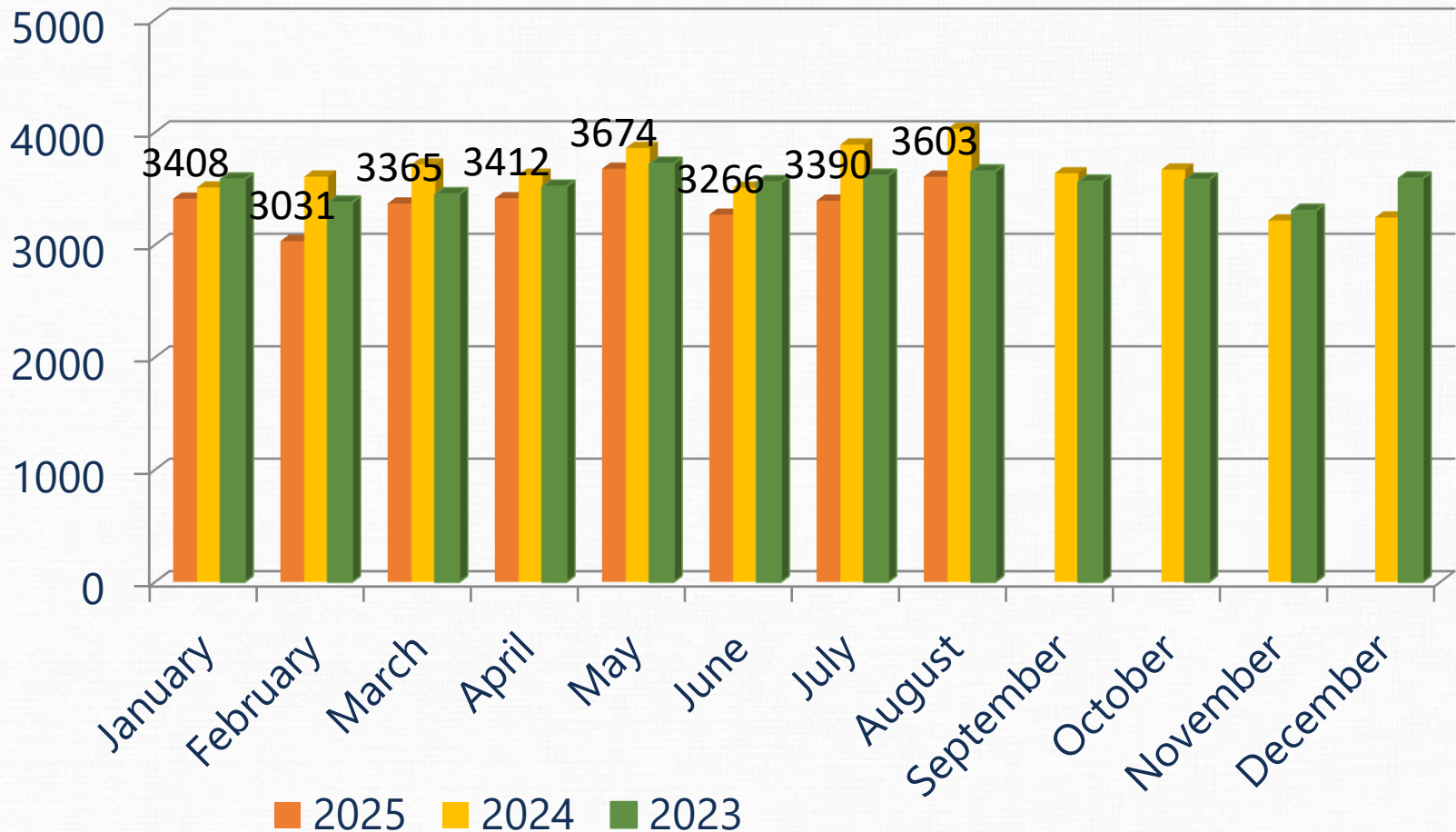
August 2025 Crime Statistics



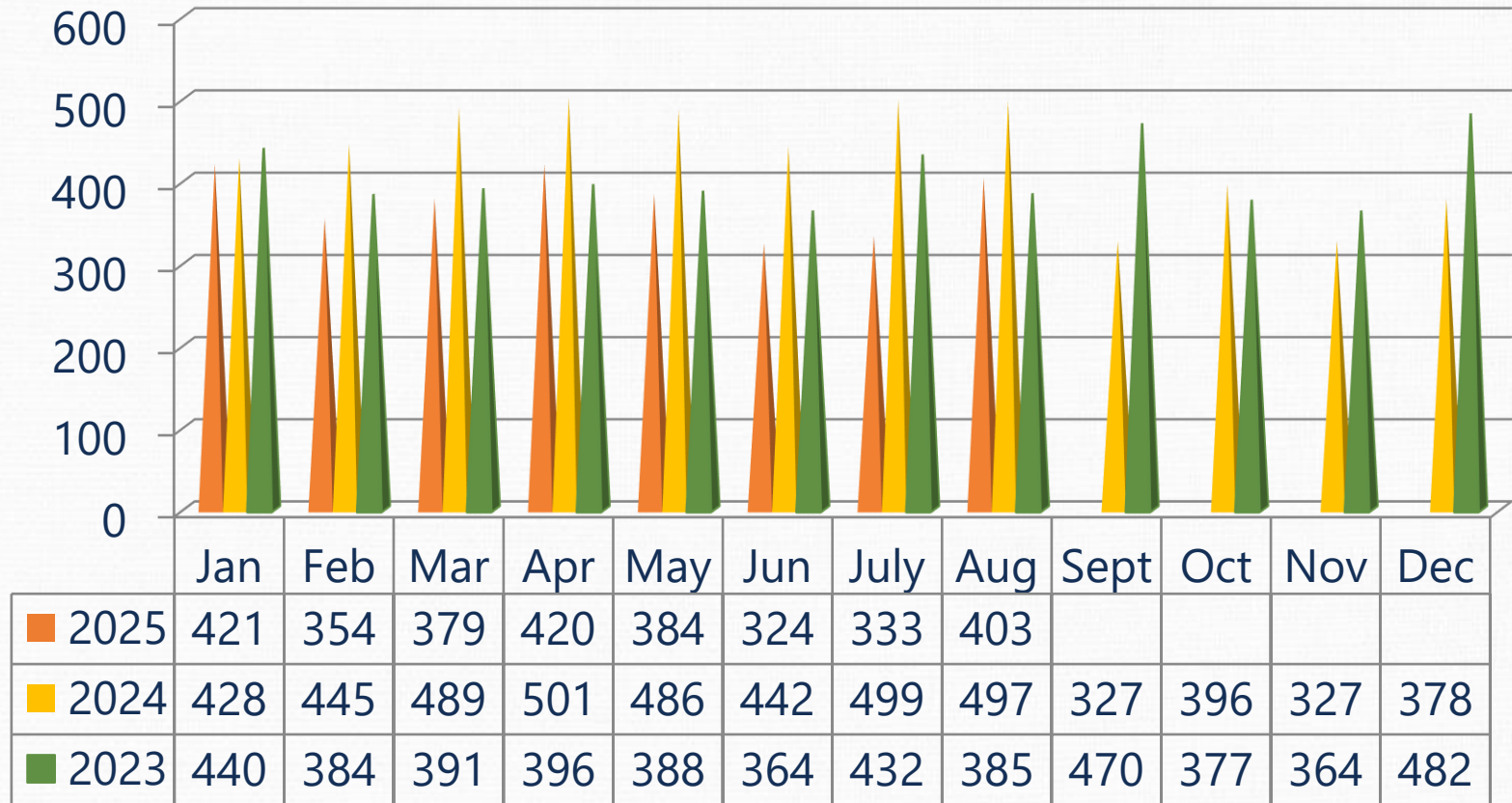


**The following statistics are based on calls for service reports compiled monthly.
Official crime data can be found via [Minnesota Crime Data Explorer](#).**

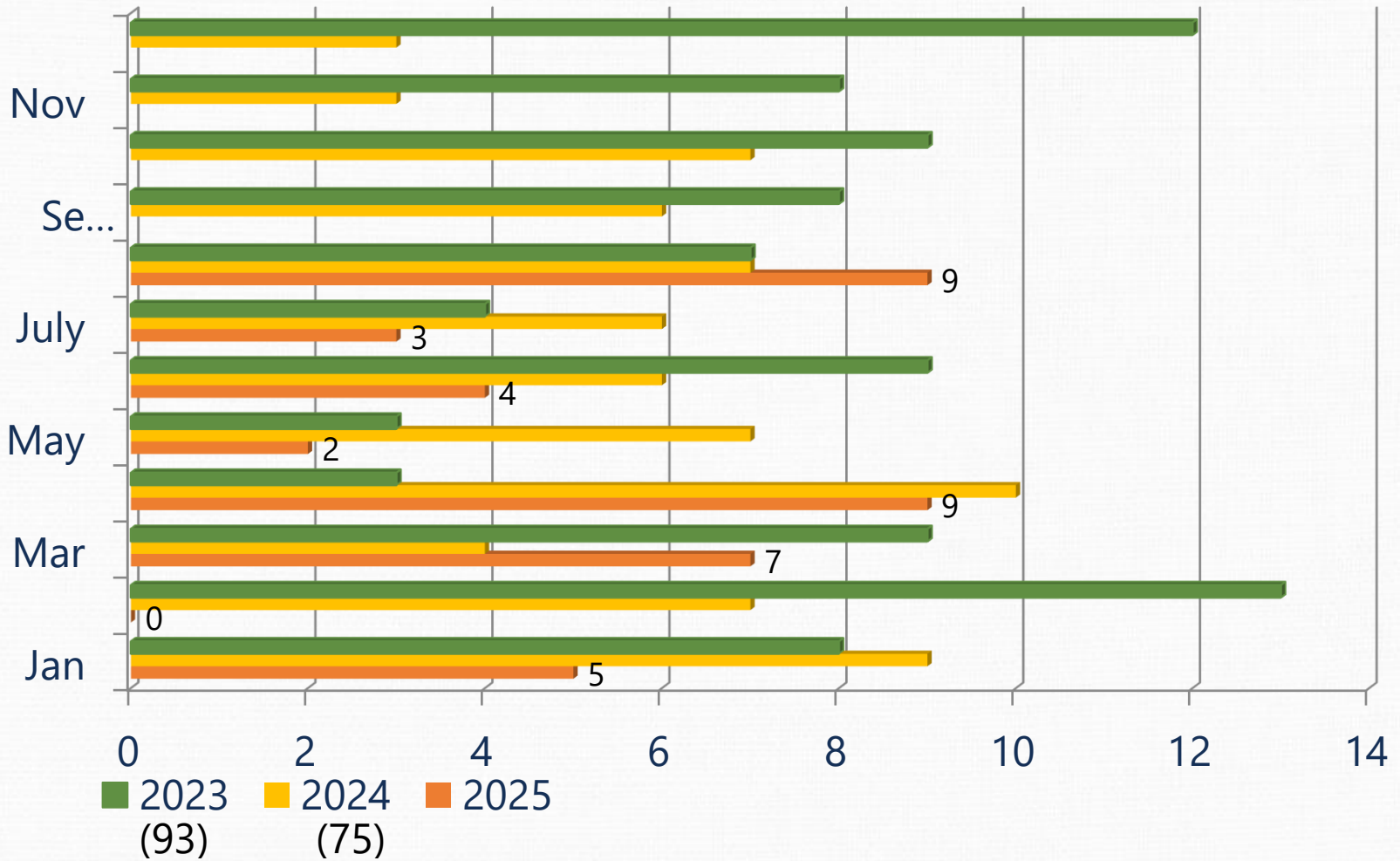
Total Calls for Service



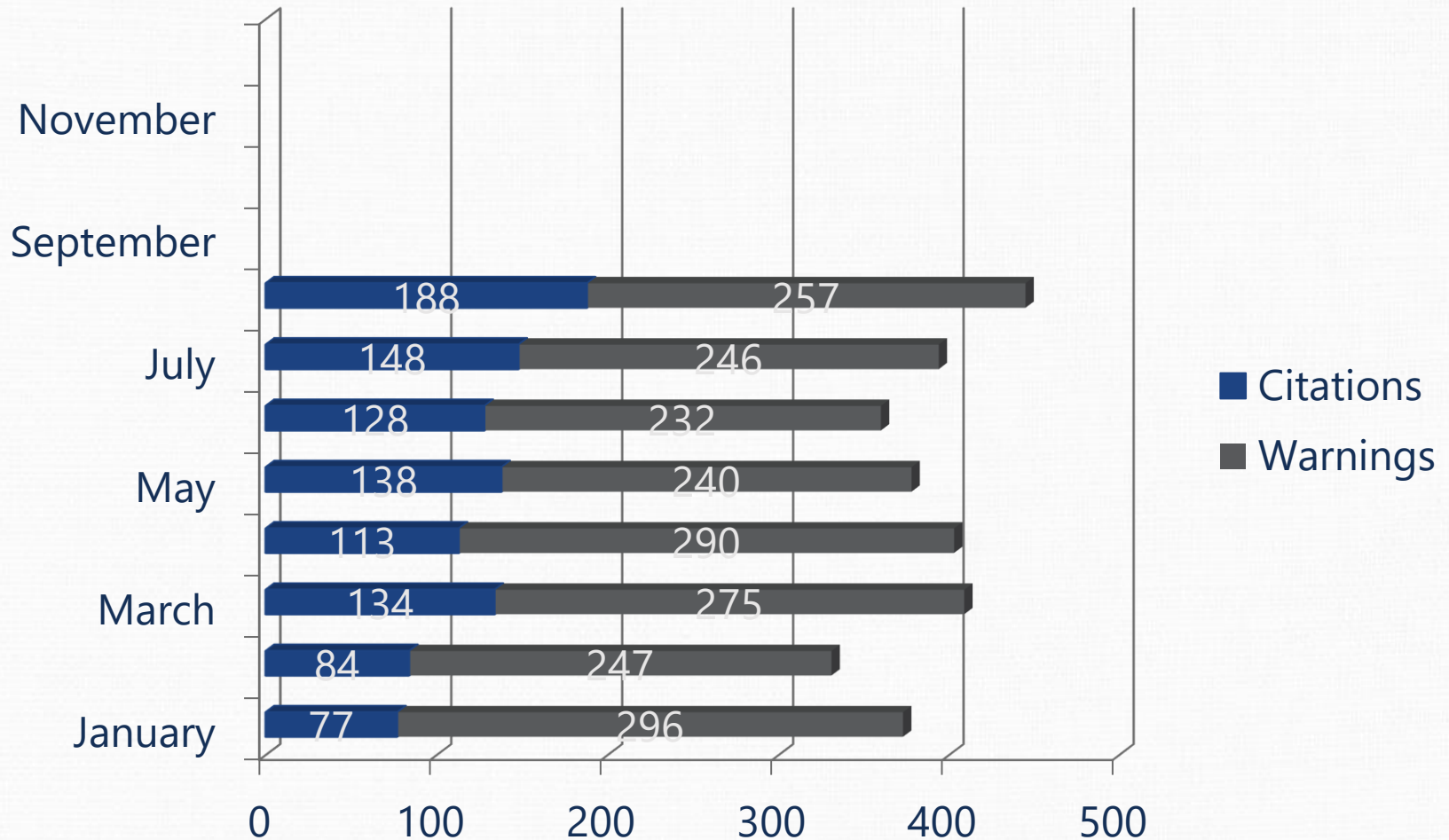
Traffic Stops



DWI



Citations and Warnings



Group A Crimes

Murder and Non-Negligent Manslaughter	0	Pocket-Picking	14	Identity Theft	8
Kidnapping/Abduction	1	Shoplifting	19	Hacking/Computer Invasion	1
Rape	5	Theft From Building	1	Embezzlement	2
Sodomy	0	Theft From Coin-Operated Machine or Device	1	Stolen Property Offenses	1
Fondling	7	Theft From Motor Vehicle	16	Destruction/Damage/Vandalism of Property	39
Robbery	4	Theft of Motor Vehicle Parts or Accessories	1	Drug/Narcotic Violations	19
Aggravated Assault	18	All Other Larceny	32	Drug Equipment Violations	0
Simple Assault	59	Motor Vehicle Theft	15	Incest	1
Intimidation (Assault)	44	Counterfeiting/Forgery	10	Pornography/Obscene Material	2
Arson	1	False Pretenses/Swindle/Confidence Game	23	Weapon Law Violations	9
Extortion/Blackmail	0	Credit Card/Automated Teller Machine Fraud	4	Human Trafficking, Commercial Sex Acts	0
Burglary/Breaking & Entering	8	Wire Fraud	5	Animal Cruelty	1
TOTAL: 371					

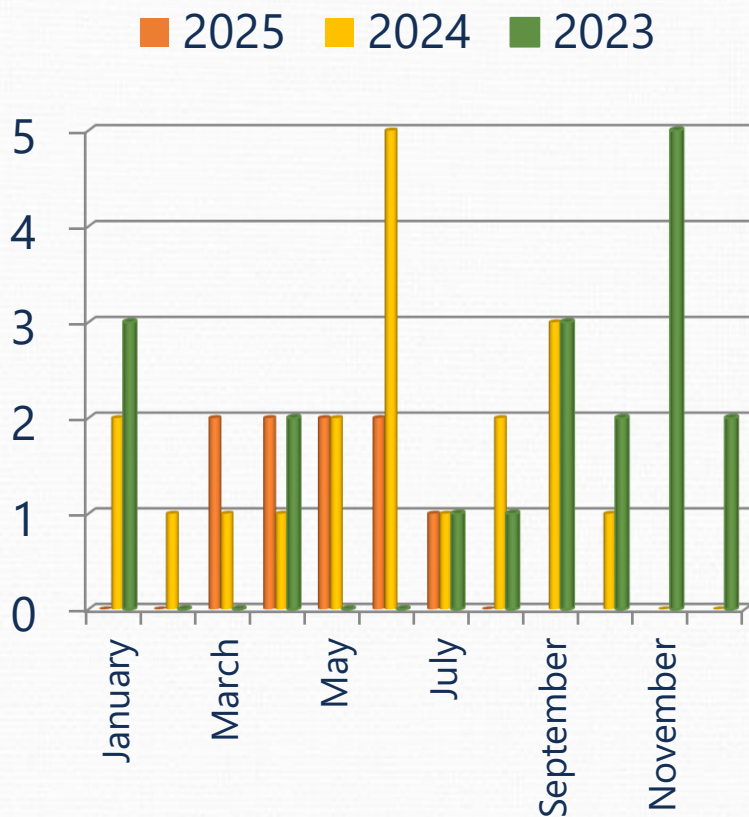
Group B Crimes

Curfew/Loitering/Vagrancy Violations	10
Disorderly Conduct	43
Driving Under the Influence	79
Family Offenses, Nonviolent	6
Liquor Law Violations	26
Trespass of Real Property	11
All Other Offenses	104

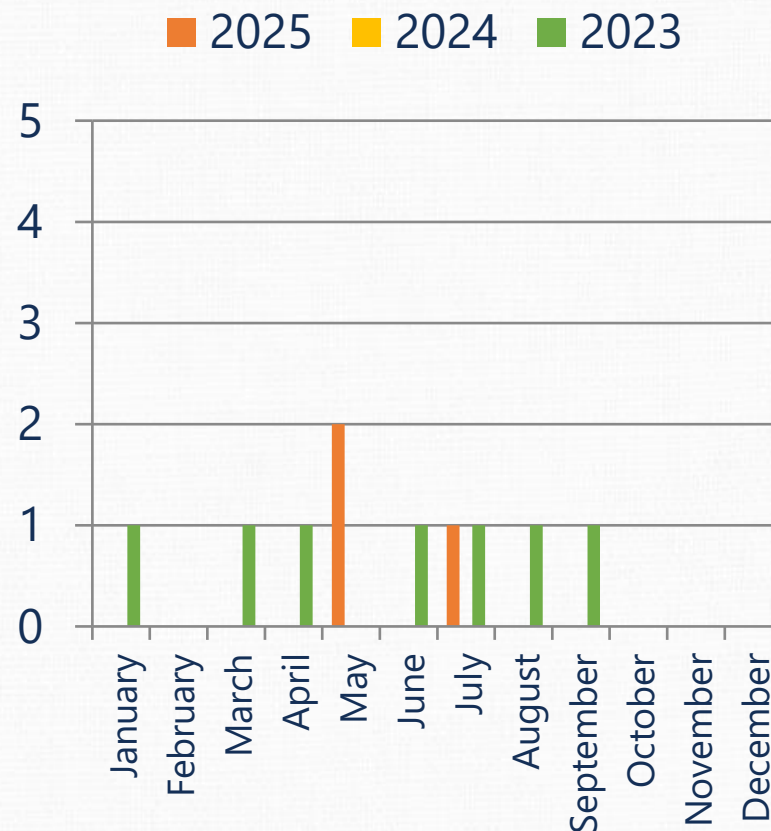
Total: 279

Disorderly and Nuisance Violations

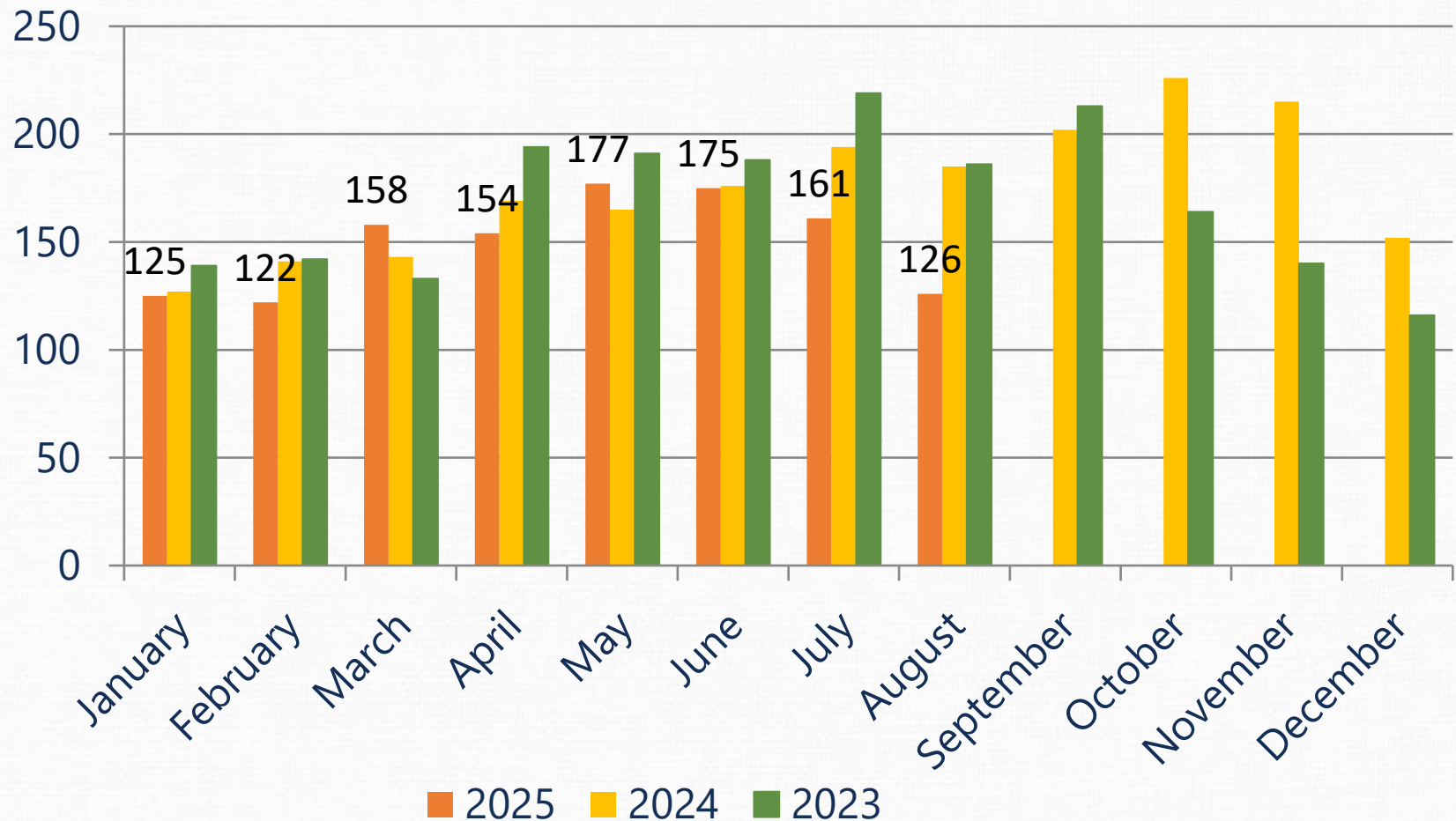
Disorderly Violations



Nuisance Violations



Animal Control Calls



Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 28, 2025 to September 9, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Greenleaf Place Southeast	Has been cut. Vacant lot 17-547-0104 as of Aug 27, 2025	8/27/2025			8/27/2025	Has been cut.	0.5
Greenleaf Road Southeast	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5
Lemond Road	The vacant lots with long grass and weeds has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
Lemond/Riverwood Road	The vacant lots with long grass and weeds has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
Oak Avenue South	Vacant lot with long grass and weeds.	9/4/2025			9/8/2025	Has been cut.	1
Riverwood Drive Southwest	The complaint vacant lots with long grass and weeds has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
Riverwood Drive Southwest	The vacant lots with long grass and weeds has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
Robin Hood Lane Southeast	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5
1019 Oak Avenue South	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5
1026 Oak Avenue South	The complaint location with long grass and weeds in yards has been mowed as of Sept 2, 2025	9/2/2025			9/2/2025	Has been cut.	0.5
1038 Oak Avenue South	The complaint location with long grass and weeds in the yards has been mowed as of Sept 2, 2025	9/2/2025			9/2/2025	Has been cut.	0.5
1145 16 Street Southwest	Complaint: Tall grass/weeds per complaint pictures 9568 and 9569 as of Aug 29, 2025	8/28/2025	9/3/2025	9/13/2025			0.5
117 Grove Avenue North	Has been cut	8/27/2025			8/27/2025	Has been cut.	0.5
136 Fremont Street West	Complaint: Junk in the yard. Per complaint picture 9594 as of Sept 9, 2025	9/8/2025	9/10/2025	9/24/2025			0.5
139 15 Street Northeast	Long grass/weeds	9/4/2025	9/10/2025	9/20/2025			0.5
1410 Greenleaf Place Southeast	Has been cut	8/27/2025			8/27/2025	Has been cut.	0.5
157 South Street East	The complaint location with long grass and weeds in all yards has been mowed as of Sept8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
1585 Wood Duck Lane Northeast	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5
1615 Wood Duck Lane Northeast	The complaint location with long grass and weeds in all yard has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
1715 Wood Duck Lane Northeast	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 28, 2025 to September 9, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1922 Hemlock Avenue	Complaint: Tall weeds in front of base of house complaint picture 9582 as of Sept 3, 2025. No tall weeds in the front yard	9/3/2025	9/10/2025	9/20/2025			0.5
221 Beech Avenue	Long grass/weeds per complaint picture 9573 as of Sept 2, 2025	9/2/2025	9/5/2025	9/15/2025			0.5
222 School Street West	The complaint location with long grass and weeds in all yards has been mowed as of Aug 28, 2025	8/28/2025			8/28/2025	Has been cut.	0.5
225 Stoneridge Lane Northeast	Long grass/weeds per complaint picture 9575 as of Sept 2, 2025	9/2/2025	9/5/2025	9/15/2025	9/8/2025	Has been cut.	1
237 Linden Avenue	Long grass/weeds in all yards per complaint picture 9565 as of Aug 28, 2025	8/27/2025	8/29/2025	9/9/2025	9/2/2025	Has been cut.	1
2372 Haddonstone Lane Northeast	Vacant lot 17-600-01140 with long grass and weeds	9/2/2025	9/5/2025	9/20/2025			0.5
2376 Haddonstone Lane Northeast	Vacant lot 17-600-0111 with long grass and weeds per complaint picture 9574 as of Sept 2, 2025.	9/2/2025	9/5/2025	9/20/2025			0.5
2442 Cedar Avenue North	Complaint: Tall grass	9/8/2025				No violation at the time of the inspection.	0.5
245 Larch Avenue	The complaint location with long grass and weeds in all yards has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
253 16 Street Northeast	Complaint: Tall weeds in landscaping in front of house per complaint picture 9578 as of 9/3/25.	9/3/2025	9/8/2025	9/18/2025			0.5
2990 St Paul Road Northeast	Has been cut.	9/9/2025			9/9/2025	Has been cut.	0.5
320 Stoneridge Lane Northeast	Has been cut.	9/9/2025			9/9/2025	Has been cut.	0.5
328 Pine Avenue North	Has been cut.	9/9/2025			9/9/2025	Has been cut.	0.5
396 18 Street Southwest	complaint location mowed the main yards a of Sept 2, 2025. The complaint front blvd area remains un-mowed as of 9/2/25	9/2/2025	8/28/2025	9/8/2025		Contacted mower to cut.	1
396 Hickory Lane Northeast	Has been cut.	9/9/2025			9/9/2025	Has been cut.	0.5
402 18 Street Southwest	The complaint location with long grass and weeds has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
407 Chestnut Avenue	Long grass/weeds per complaint picture 9577 as of Sept 3, 2025	9/3/2025	9/5/2025	9/15/2025			0.5
422 Riverside Avenue	Has been cut.	8/27/2025			8/27/2025	Has been cut.	0.5
505 State Avenue	Have been cut.	9/9/2025			9/9/2025	Has been cut.	0.5
508 24 Street Northeast	The complaint location with long grass and weeds in all yards has been mowed as of Aug 28, 2025	8/28/2025			8/28/2025	Has been cut.	0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 28, 2025 to September 9, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
539 South Street East	The complaint location with tall grass and weeds in all yards has been mowed as of Sept 8, 2025	9/8/2025			9/8/2025	Has been cut.	0.5
540 Vine Street East	Couch and chair on blvd complaint picture 9572 as of Sept 2, 2025	9/2/2025	9/5/2025	9/15/2025			0.5
606 Hazel Lane	Complaint: Tall weeds/grass in backyard. Can go onto 616 Hazel's property to check. complaint picture 9579 (front of house) and picture 9580 (backyard) as of Sept 3, 2025	9/3/2025	9/8/2025	9/18/2025			0.5
607 Hazel Lane	Long grass and weeds.	9/4/2025	9/10/2025	9/20/2025			0.5
610 20 Street Northeast	Reinspection picture 9592 of the complaint location as of Sept 8, 2025. The yards have not been mowed as of 9/8/25. Need to call the lawn mowing service	9/8/2025	8/28/2025	9/8/2025		Contacted mower to cut.	0.5
615 Hazel Lane	Long grass/weeds per complaint picture 9581 as of Sept 3, 2025	9/3/2025	9/5/2025	9/15/2025			0.5
725 Vine Street East	Complaint: Couch on blvd, pile of yard waste in front yard per complaint pictures 9570 and 9571 as of Aug 29, 2025	8/28/2025	9/3/2025	9/13/2025	9/4/2025	Couch has been removed.	1
820 18 Street Northeast	The complaint location with long grass and weeds in all yards has been mowed as of Aug 28, 2025	8/28/2025			8/28/2025	Has been cut.	0.5
822 16 Street Southeast	Reinspection picture 9590 as of Sept 8, 2025. The complaint location has not been mowed. Need to call the lawn mowing service.	9/8/2025				Contacted mower to cut.	0.5



CITY OF
OWATONNA

Licenses Permits

Events Permit Application

EP-25-41

Submitted On: Sep 1, 2025

Applicant

 Deacon Kristine Oppegard
 15074514520
 kriso@tlcowatonna.org

Event Information

Event Name

Trunk or Treat

Location of Event

Trinity Lutheran Church

Description of Event

A community-wide event, hosted at Trinity.

Event Set Up Date

10/29/2025

Actual Event Date

10/29/2025

Clean Up Date

10/29/2025

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

Canceled

Event Contact

Deacon Kris Oppegard

Event Set Up Time

5:00pm

Actual Event Time

6:00-7:30pm

Clean Up Time

7:30-8:00pm

Estimated Attendance

900

Application Information

Sponsoring Organization Name

Trinity Lutheran Church

City

Owatonna

Zip

55060

Primary Contact

Phone Number

507-451-4520

Email Address

kriso@tlcowatonna.org

Cell Phone

Mailing Address

609 Lincoln Ave.

State

MN

Website Address

tlcowatonna.org

Name

Deacon Kris Oppegard

Cell Phone

507-363-1401

Primary On-site Contact

Name

Deacon Kris Oppegard

Alternate On-site Contact

507-363-1401

Name

Laura Jensen

Cell Phone

507-456-5217

Refer Media or Citizen Inquiries To:

Name

Grace Hannover

Phone

507-451-4520

Event Features

City Streets or Right-of-Way

No

Alleys

No

City Sidewalks or Trails

No

Public Parking Lots or Spaces

No

Parks

No

Will any signs/banners be put up?

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

Generator for flood lights; church is the power source.

Describe level of advertisement

Social media

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

80

Size Needed

Large

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

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

All dealt with on-site at church.

Will event need traffic control?

No

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

Stations and signs will be put up to direct where to park and walk throughout the event..

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?

People will be directed to find cover in the church, and to go to the basement, if need be.

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

Name

Deacon Kris Oppegard

Phone Number

507-363-1401

Email

kriso@tlcowatonna.org

List any other pertinent information

n/a

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

Applicant Signature

The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity.

Depending on the size of and scope of the event a "Certificate of Insurance" may be required. If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application

Signature of Applicant

true

1:44



E University St

Lincoln Ave

Banner event sign - Weds. AM



more cones for entrance area

Trinity

Lutheran Church

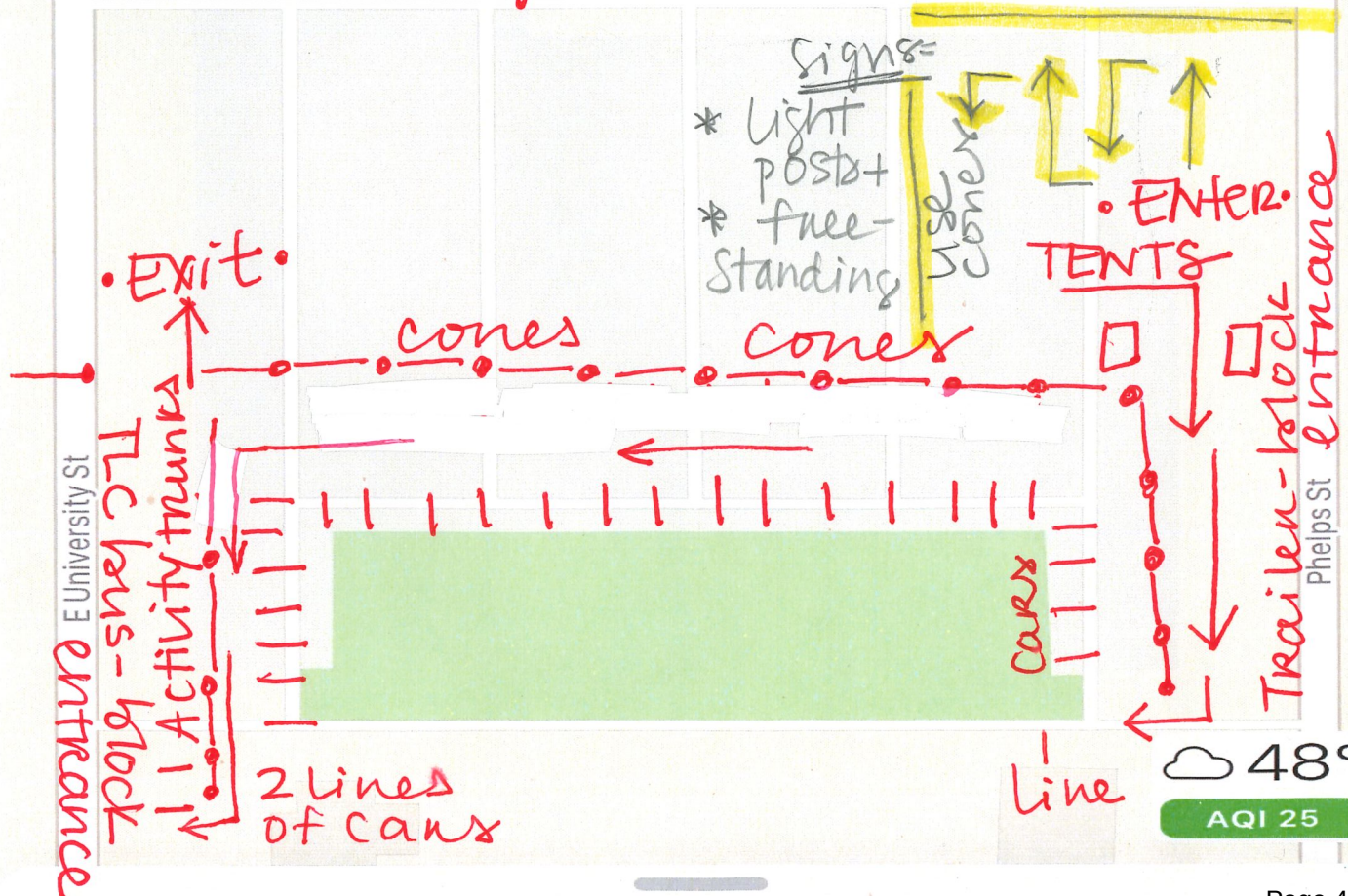
WW

80# large
cones - City
of Owatonna

E University St

4:00pm - Setup complete by CYF
4:45pm - trunk setup begins
~ Activity trucks at the end ~

Phelps St



48°

AQI 25

 Scott Limberg
 507-475-1317
 scott@limbergproductions.com

Event Information

Event Name

Cedar Feast

Location of Event

North Cedar and Pearl Street

Description of Event

Crafter/vendors event along with live music and bag tournament

Event Set Up Date

10/11/2025

Actual Event Date

10/11/2025

Clean Up Date

10/11/2025

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

Canceled

Event Contact

Scott Limberg

Event Set Up Time

6am

Actual Event Time

8am until 7pm

Clean Up Time

7pm

Estimated Attendance

500

Application Information

Sponsoring Organization Name

Reggie's, Zamboni Event Center, Grapeful Wine Bar

City

Owatonna

Zip

55060

Primary Contact

Phone Number

507-475-1317

Email Address

scott@limbergproductions.com

Cell Phone

Mailing Address

Cedar

State

MN

Website Address

theeventcenter.com

Name

Scott Limberg

Cell Phone

--

Primary On-site Contact

Name

Scott Limberg

Alternate On-site Contact

507-475-1317

Name

Stacy Hanson

Cell Phone

507 363-1503

Refer Media or Citizen Inquiries To:

Name

Stacy Hanson

Phone

507 363-1503

Event Features

City Streets or Right-of-Way

Yes

Start/End Time

6am -9pm

Date

10/11/2025

Name of Requested Street(s)

North Cedar and West Pearl

Alleys

Yes

Start/End Time

6am - 9pm

Date

10/11/2025

Name of Requested Alley(s)

Cedar and Pearl

City Sidewalks or Trails

No

Public Parking Lots or Spaces

No

Parks

No

Will any signs/banners be put up?

Yes

Number and Size

Banners promoting sponsors

Will there be any inflatables?

No

Will there be entertainment?

Yes

What Type

Live Music

Will sound amplification be used?

Yes

Type

Live Music

Hours

10am - 7pm

Will sound be amplified after 10:00pm?

No

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

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

Yes

Dimensions

Stage 16x20

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

Will merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

Who will be providing the liquor license?

Yes they will serve from their locations

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

Will there be a fireworks display?

No

Describe power needs and location of power source

Vendor may need power but can use power in flower beds

Describe level of advertisement

facebook, netowrk, Radio Newspaper OwatonnaLive.com

Have adjacent property owners been notified of this event?

Yes

Number Needed

10

Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-456-5028 to make arrangements. Fees may apply.

Size Needed

Large

Will Central Park Stage be used?

No

Describe trash removal and cleanup plan during and after event

We will have trash cans for Trash

Will event need traffic control?

No

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

People will have plenty of room to walk and shop.

How many vendors expected?

20

Will alcohol be sold?

Yes

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

No

Will this event require a Temporary Liquor Permit?

No

Additional documentation and fees are required

Signatures required.

Will the event need barricade(s)?

Yes

Size Needed

Small

Will the event need cones?

Yes

Number Needed

50

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 there be any horses?

No

Will "No Parking" signs be needed?

No

Will event need security?

Yes

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

Ask people to leave and go to shelter.

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

Name

Scott Limberg

Phone Number

507-475-1317

Email

scott@limbergproductions.com

List any other pertinent information

--

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

Applicant Signature

The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity.

Depending on the size of and scope of the event a "Certificate of Insurance" may be required. If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.

Signature of Applicant

true



Events Permit Application

EP-25-43

Submitted On: Sep 2, 2025

Applicant

 Ed Hoffman
 15074442454
 ed.hoffman@owatonna.gov

Primary Location

107 West Main Street
Owatonna, MN 55060

Event Information

Event Name

Fire Department Open House

Location of Event

107 W Main St

Description of Event

Fire Department Open House

Event Set Up Date

10/05/2025

Actual Event Date

10/05/2025

Clean Up Date

10/05/2025

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

Canceled

Event Contact

Ed Hoffman

Event Set Up Time

0800-1000

Actual Event Time

1000-1200

Clean Up Time

1200-2pm

Estimated Attendance

100

Application Information

Sponsoring Organization Name

Owatonna Fire

City

Owatonna

Zip

55060

Primary Contact

Phone Number

507-774-7231

Email Address

ed.hoffman@owatonna.gov

Cell Phone

Mailing Address

107 W Main St

State

Minnesota

Website Address

107 W Main St

Name

Ed Hoffman

Cell Phone

--

Primary On-site Contact

Name

Ed Hoffman

Alternate On-site Contact

5074442454

Name

Jacob Dashiell

Cell Phone

5074442454

Refer Media or Citizen Inquiries To:

Name

Ed Hoffman

Phone

5074442454

Event Features

City Streets or Right-of-Way

Yes

Start/End Time

9AM-1PM

Date

10/05/2025

Name of Requested Street(s)

close Cedar Ave S (from Main to Mill)

Alleys

Yes

Start/End Time

9AM-1PM

Date

10/05/2025

Name of Requested Alley(s)

Ally behind the fire station will be closed.

City Sidewalks or Trails

No

Public Parking Lots or Spaces

No

Parks

No

Will any signs/banners be put up?

No

Will there be any inflatables?

No

Will there be entertainment?

No

Will sound amplification be used?

No

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

No

Will there be temporary fencing?

No

Will merchandise/food items be sold?

No

Will food be prepared on site?

No

Will alcohol be sold?

No

Will this event require a Temporary Liquor Permit?

No

Will there be a fireworks display?

No

Describe power needs and location of power source

no additional power needs requested.

Describe level of advertisement

social media and other news outlets.

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

Yes

Number Needed

4

Size Needed

Large

Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-456-5028 to make arrangements. *Fees may apply.*

Will the event need cones?

No

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

We will clean up the area after the event.

Will event need traffic control?

No

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

Firefighters will be present to ensure safety. Cedar Ave will be closed between Main and Mill st.

Will "No Parking" signs be needed?

No

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

Event will be closed/canceled if severe weather is expected.

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

Name

Ed Hoffman

Phone Number

5077747231

Email

ed.hoffman@owatonna.gov

List any other pertinent information

--

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

Applicant Signature

The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity.

Depending on the size of and scope of the event a "Certificate of Insurance" may be required. If insurance is required, the policy must be kept in force during the event

Signature of Applicant

true



MAIN ST W

MAIN ST E

CEDAR AVE S

COURT AVE SE

MILL ST W

MILL ST E

150

121

121

117

113

111

107

216

220

122

120

111

27

125

119

117

115

303

109

121



CITY OF
OWATONNA

Miscellaneous



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: Parks & Recreation Fees Manual Approval

Purpose:

Request City Council approval of the proposed Parks and Recreation Fees Manual updates.

Background:

The Parks and Recreation Fees Manual is reviewed and modified periodically, with adjustments made as necessary and aligns with market rates. Park Board approved the proposed changes at their September 8, 2025 meeting and recommended them for City Council consideration at their September 16, 2025 meeting. The current version of the manual was approved at the May 20, 2025, City Council Meeting.

Budget Impact:

The implemented fees generate revenue to offset program expenses.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 Proposed Fees Manual updates v2025.41 (9-8-25)

Aquatics	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
River Spring Waterpark Admission	2025 Season Fee			
Daily Fee 48" and up (per person)	\$7.50			3
Daily fee under 48" (per person)	\$5.50			3
Daily fee 5pm-close (per person)	\$5.00	\$5.50	2026 Season Rates	3
River Springs Water Park Season Pass	2025 Season Fee			
Individual	\$90.00	\$95.00	2026 Season Rates	3
Standard season pass (Family of 3)	\$190.00			3
Standard season pass - each additional family member	\$23.00	\$25.00	2026 Season Rates	3
Nanny Pass	\$50.00	\$55.00	2026 Season Rates	3
Lake Kohlmier PLUS Pass-Per Person	\$18.00			3
Punch Cards	2025 Season Fee			
Punch Card (10 punches)	\$70.00			3
Punch Card (30 punches)	\$180.00			3
River Springs Waterpark Programming	2025 Season Fee			
Log Rolling	\$4.00			3
Tiny Tot Time 48" and above	\$7.50			3
Tiny Tot Time under 48"	\$5.50			3
Lap Swim/Water Walking	\$4.00			3
Morning Water Aerobics	\$4.00	\$5.50	2026 Season Rates	3
Evening Water Aerobics	\$5.00	\$5.50	2026 Season Rates	3
River Springs Birthday Party	2025 Season Fee			
Birthday Party: Monday-Friday, 5-9 guests	\$95.00	\$105.00	2026 Season Rates	4
Birthday Party: Monday-Friday, 10-15 guests	\$135.00	\$145.00	2026 Season Rates	4

Birthday Party: Monday-Friday, 16-25 guests	\$170.00	\$180.00	2026 Season Rates	4
Birthday Party: Monday-Friday, 26-35 guests	\$230.00	\$240.00	2026 Season Rates	4
Birthday Party: Saturday/Sunday (12-4p) 5-9 guests	NA	\$125.00	2026 Season Rates	4
Birthday Party: Saturday/Sunday (12-4p) 10-15 guests	NA	\$165.00	2026 Season Rates	4
Birthday Party: Saturday/Sunday (12-4p) 16-25 guests	NA	\$200.00	2026 Season Rates	4
Birthday Party 8/28/2025 Saturday/Sunday (12-4p) 26-35 guests	NA	\$260.00	2026 Season Rates	4
River Springs Group Rates	2025 Season Fee			
Group Rate 20-40 Guests	\$5.00			4
Group Rate 41+ Guests	\$4.50			4
River Springs Waterpark Private Rental	2025 Season Fee			
2 Hour Private Rental (0-200 people)	\$1,170.00			4
2 Hour Private Rental (201-300 people)	\$1,607.50			4
2 Hour Private Rental (301-400 people)	\$2,045.00			4
2 Hour Private Rental (401-500 people)	\$2,552.00			4
2 Hour Private Rental (501-600 people)	\$3,027.50			4
2 Hour Private Rental (601-715 people)	\$3,537.50			4
4 Hour Private Rental (0-200 people)	\$1,452.00			4
4 Hour Private Rental (201-300 people)	\$1,968.00			4
4 Hour Private Rental (301-400 people)	\$2,484.00			4
4 Hour Private Rental (401-500 people)	\$2,944.00			4
4 Hour Private Rental (501-600 people)	\$3,404.00			4
4 Hour Private Rental (601-715 people)	\$3,980.00			4
River Springs Waterpark Private Lap Lane Rental	2025 Season Fee			
1 Hour - per lane (during staffed hours)	\$18.00			4
1 Hour - per lane (during private hours)	\$18.00 + Lifeguard Rental Rate			4
West Hills Pool				
Water Aerobics – Per class	\$5.50			3

Owatonna Middle School Pool (OMS)				
Lap Swim	\$5.00			3
Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times)	\$80.00			3
Open Swim	\$5.00			3
Lifeguard Rental	\$26.00			4
Swimming Lessons				
Swimming Lessons	\$50.00			2
Private Swimming Lessons (1 person)	\$115.00			4
Private Swimming Lessons (2 people)	\$175.00			4
Red Cross Training				
Lifeguard Training (BL)	\$195.00			4
Lifeguard Review	\$130.00			4
WSI (BL)	\$235.00			4
Lifeguard Instructor Training	\$225.00			4
CPR/AED/First Aid Certification	\$95.00			4
CPR/AED/First Aid Instructor	\$280.00			4
CPR/AED/First Aid Certification Challenge	\$65.00			4
Aquatic Programs & Events				
Egg Splash	\$2 per person			2
Ducky Dash	RSWP Daily Admission			2
The Lazy Mile	\$5.00			4
Pool Bingo	\$5.00			4
Adult Night	NA	\$5.50	2026 Season Rates	4
Toddler & Adult: Fun in the Pool	NA	\$10.00	2026 Season Rates	3
Miles in the Current (non season pass holder)	NA	\$3.00	2026 Season Rates	3
Noodle Boat Building & Race	NA	\$3.00	2026 Season Rates	3
Sensory Swim	NA	\$5.00	2026 Season Rates	3
Aquatic Leaders in Training	NA	\$75.00	1/1/2026	2

West Hills Tennis & Pickleball Center	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
Season Passes (does not include tax)	Sept 1, 2024 - August 31, 2025	Sept 1, 2025 - August 31, 2026		
Tennis/Pickleball Couple (9 months) Sept 1-May 31	\$403.25	No changes for 25/26 Season		4
Tennis/Pickleball Couple (12 months) Sept 1-Aug 31	\$429.25	No changes for 25/26 Season		4
Tennis/Pickleball Family (9 months) Sept 1-May 31	\$437.24	No changes for 25/26 Season		4
Tennis/Pickleball Family (12 months) Sept 1-Aug 31	\$476.89	No changes for 25/26 Season		4
Tennis/Pickleball Individual (9 months) Sept 1-May 31	\$312.35	No changes for 25/26 Season		4
Tennis/Pickleball Individual (12 months) Sept 1-Aug 31	\$340.67	No changes for 25/26 Season		4
Tennis/Pickleball Junior (9 months) Sept 1-May 31	\$176.13	No changes for 25/26 Season		4
Tennis/Pickleball Junior (12 months) Sept 1- Aug 31	\$190.81	No changes for 25/26 Season		4
Tennis/Pickleball Couple (5 months) Jan 1-May 31	\$252.00	No changes for 25/26 Season		4
Tennis/Pickleball Family (5 months) Jan 1-May 31	\$271.00	No changes for 25/26 Season		4
Tennis/Pickleball Individual (5 months) Jan 1-May 31	\$193.65	No changes for 25/26 Season		4
Tennis/Pickleball Junior (5 months) Jan 1-May 31	\$109.20	No changes for 25/26 Season		4
Ball Machine (per half hour)	\$3.00	No changes for 25/26 Season		4
Guest Rate Individual Month Pass	\$56.00	No changes for 25/26 Season		4
Guest Rate (2 hours of play per person)	\$19.00	No changes for 25/26 Season		4

Brooktree Golf Course	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
Season Passes (does not include \$15 surcharge per person or tax)	2025 Season Fee			
All Green Fee Season Passes: Purchase 2025 Season Pass between December 1 - 31, 2024 at 2024 Season Fees	<i>2024 Season Fees Apply</i>		<i>2026 Season Rates</i>	4
Adult (Base) Age 33-61	\$975.00	\$1,024.00	<i>2026 Season Rates</i>	4
Senior Age 62+	\$876.00	\$920.00	<i>2026 Season Rates</i>	4
Senior Age 62-79	<i>Discontinued/ combined with Senior 62+</i>	NA	<i>2026 Season Rates</i>	4
Super Senior Age 80+	<i>\$780 (Discontinued/ combined with "Senior Age 62+", except for 2024 Super Senior pass holders renewing)</i>	<i>\$820 (Discontinued/ combined with "Senior Age 62+", except for 2025 Super Senior pass holders renewing)</i>	<i>2026 Season Rates</i>	4
Young Adult Age 26-32	\$730.00	\$767.00	<i>2026 Season Rates</i>	4
Future Age 18-25	\$487.00	\$511.00	<i>2026 Season Rates</i>	4
Junior Age 5-17	\$341.00	\$358.00	<i>2026 Season Rates</i>	4
Weekday Monday - Friday only	\$780.00	\$819.00	<i>2026 Season Rates</i>	4

Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each dependent child to age 25)	<i>Base + \$275.00 each</i>	<i>\$289.00</i>	<i>2026 Season Rates</i>	4
Additional Child 5-17	Base + \$137.00 each	<i>\$144.00</i>	<i>2026 Season Rates</i>	4
Patron Card *25% discount on all green fees (does not apply to cart rentals; non-transferrable/card holder only) *10% discount on merchandise (no special orders)	\$102.00	<i>\$107.00</i>	<i>2026 Season Rates</i>	4
Carts (Does not include tax)	2025 Season Fee			
Annual Trail Fee – Personal Cart	<i>\$385.00</i>			4
Daily Trail Fee - Personal Cart	<i>\$13.00</i>			4
Annual Cart – Single (½ cart)	<i>\$500.00</i>	<i>\$525.00</i>	<i>2026 Season Rates</i>	4
9-Hole Cart Rental	\$13.00			4
18-Hole Cart Rental	\$20.00			4
Pull Cart Rental - 9 Hole	\$5.00			4
Pull Cart Rental - 18 Hole	\$9.00			4
Green Fees (Includes surcharge, does not include tax)	2025 Season Fee			
9-Holes Weekday (M-F)	<i>\$25.00</i>	<i>\$26.00</i>	<i>2026 Season Rates</i>	4
9-Holes Weekend and Federal Holidays	<i>\$30.00</i>	<i>\$31.00</i>	<i>2026 Season Rates</i>	4
18-Holes Weekday (M-F)	<i>\$38.00</i>	<i>\$40.00</i>	<i>2026 Season Rates</i>	4
18-Hole Weekend and Federal Holidays	<i>\$43.00</i>	<i>\$45.00</i>	<i>2026 Season Rates</i>	4
Junior Rate (5-17)	50% of Standard Rate	50% of Standard Rate	<i>2026 Season Rates</i>	4
Senior rate (62+)	90% of Standard Rate	90% of Standard Rate	<i>2026 Season Rates</i>	4
Demand Based Specials - Requires Manager Approval (includes surcharge, does not include tax)	2025 Season Fee			

Discount based on current Tee Time demand and patterns	<i>up to 25% off standard Green Fee and Cart Rates</i>			4
Standard Specials - (includes surcharge, does not include tax)	2025 Season Fee			
Buck-a-Hole Special 9-Holes (<i>Week of Aeriating Greens & October 1 thru end of season end</i>)	\$9.00			4
Buck-a-Hole Special 18-Holes (<i>Week of Aeriating Greens & October 1 - season end</i>)	\$18.00			4
Course Events and Programs	<i>\$0-\$75 on Green Fees and Cart rates</i>			4
Lessons:	2025 Season Fee			
1 hour lesson	\$40.00			4
5 package - 1 hour lesson	\$150.00			4
Tournament: Minimum of 10 teams/40 golfers required to qualify for tournament rates (Prices do not include tax.)	2025 Season Fee			
18-Holes Weekend & Holidays (Thru Labor Day) - Base Rate	\$60.00			4
18-Holes Weekend & Holidays (Post Labor Day)	<i>15% off Base Rate</i>			4
18-Holes Weekday (Thru Labor Day)	<i>15% off Base Rate</i>			4
18-Holes Weekday (Post Labor Day)	<i>30% off Base Rate</i>			4
9-Holes Weekday (Thru Labor Day) - Base Rate	\$35.00			4
9-Holes Weekday (Post Labor Day)	<i>15% off Base Rate</i>			4
18-Holes	<i>Discontinue</i>			4
Carts for Riders/Spectators (40 or less Carts needed)	<i>Standard Cart Rental Rates</i>			4

Carts for Riders/Spectators (41+ Carts needed)	\$48.00			4
Big Cup Event (additional fee)	\$275.00			4
Group Outtings: Minimum of 16 golfers is required to qualify for large group rates (Prices do not include tax.)	2025 Season Fee			
18-Holes w/Cart Weekday (Thru Labor Day)	15% off Standard Green Fees			4
18-Holes w/Cart Weekday (Post Labor Day)	20% off Standard Green Fees			4
18-Holes w/Cart Weekend & Holidays (Thru Labor Day)	10% off Standard Green Fees			4
18-Holes w/Cart Weekend & Holidays (Post Labor Day)	15% off Standard Green Fees			4

Rentals	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Shelters				
Daily Rental-Small Pavilion	\$80.00			4
Daily Rental- Large Pavilion	\$100.00			4
Morehouse Chalet	\$175.00			4
Central Park Stage	\$250.00			4
Tennis & Fitness Center				
Fitness Center Activity Room	\$45 per hour			4
Basketball Court per hour	\$45 per hour			4
Tennis/Pickleball Court – Group Rental per hour (2 weeks or more in advance)	\$22.00			4
Tennis/Pickleball Court – Group Rental per hour (less than 2 weeks in advance)	\$24.00			4
Tennis/Pickleball Court - Group Rental per hour Facility Hold Rate (available May-October only)	\$25/hour			4
Swimming Pool	\$70 per hour			4
Social Commons				
Multipurpose Room Standard Rate per hour	\$60.00			4
Multipurpose Room Non-Profit Rate per hour	\$40.00			3
Multipurpose Room with Kitchen Standard Rate per hour	\$75.00			4
Multipurpose Room with Kitchen Non-Profit Rate per hour	\$55.00			3
West Meeting Room 2 nd floor Standard Rate per hour	\$40.00			4
West Meeting Room 2 nd floor Non-Profit Rate per hour	\$30.00			3
Program Room 2 – Standard Rate per hour	\$20.00			4
Program Room 2 – Non-Profit Rate per hour	\$15.00			3
Board Room – Standard Rate per hour	\$40.00			4
Board Room – Non-Profit Rate per hour	\$30.00			3

Lake Kohlmier	2025 Season Fee			
Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)	\$6.50			3
Summer Individual Pass	\$25 + Tax			3
Large Group Rental	\$115 for 2 hours (10 vessels)			4
LK Plus Pass (includined in RSWP Section)	\$18.00 per person			4
Programs				
Rec on the Go - Private Use Rental Base Fee (2 hours use + 1 hour setup/clean up)	\$250.00			4
Rec on the Go - Private Use Rental (each additional hour, in addition to Base Fee)	NA	\$62.50	9/16/2025	4

Diamond Fields Rental	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Games: Game Standard rental is per game and includes the following: *Exclusive use of the field *Concession stands *Field prepped *Field chalked *Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments. Premier Field: Dartt's Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park	Game fee: Per game Tournament fee: Per day per field <u>Premier Field</u> Base Rate: \$125 Teen Program ages 13-18: \$68.75 (45% discount) Youth Program ages 0-12: \$56.25 (55% discount)			

Secondary Field: Manthey Park (Baseball), McKinley (1 field)	Secondary Field Base Rate: \$95																																																							
Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields)	Teen Program ages 13-18: \$52.25 (45% discount) Youth Program ages 0-12: \$42.75 (55% discount)			2-4																																																				
<table><tr><th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr><tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr><tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr><tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr><tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr><tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr><tr><td>Lights</td><td>■</td><td></td><td></td></tr><tr><td>PA System</td><td>■</td><td></td><td></td></tr><tr><td>Turf Management</td><td>■</td><td></td><td></td></tr><tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr><tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Grandstand</td><td>■</td><td></td><td></td></tr></table>		Premier	Secondary	Basic	Irrigation	■	■		Dugouts	■	■		Bleacher	■	■	■	Concessions	■	■		Fence/Gates	■	■		Scoreboard	■			Lights	■			PA System	■			Turf Management	■			Restrooms	■	■		Player Benches	■	■	■	Grandstand	■			Basic Field Base Rate \$75 Teen Program ages 13-18: \$41.25 (45% discount) Youth Program ages 0-12: \$33.75 (55% discount)			
	Premier	Secondary	Basic																																																					
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Additional add-ons for Tournaments																																																								
Concession Stand for Tournaments	\$50 per day			4																																																				
Additional Restroom Cleaning	\$40/time per site			4																																																				
Additional Garbage Service	\$40/time per site			4																																																				
Manual Trash Picking	\$40/hour			4																																																				
Additional Field Prep (4 hour minimum, must be a continuous stretch of time)	\$60/hour up to 4 fields			4																																																				

Rental of City Rakes and Chalker – No Labor Provided	\$30 per tournament			4
Temporary Portable Fence – includes set-up & tear down	\$150 per field			4
Bleachers	\$150 each set + labor			4
Player Benches	\$40 plus labor			4
Chalk	\$25 per bag			4
Diamond Dry	\$30 per bag			4
Additional Portable Restrooms – cost to be paid by renter	* Rate by company			4

Adult & Youth Programs	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Adult Sports				
Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Fall Men's Softball Fee (Player & Team Fee Combined) 10 games	\$425.00			4
Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs	\$425.00			4
Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs	\$65.00			4
Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs	\$50.00			4
Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs	\$50.00			4
Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Tennis and Pickleball Drop-In Leagues/Programs	<i>Season Pass Holder \$5/Non-Season Pass holder \$10</i>			4
Tennis UTR/USTA Tournaments	\$20-\$50 (based on Tournament Level)			4
Pickleball DUPR Matchplay	Discontinued			4
Women's Thursday Morning Drill	\$10.00			4
Noon Basketball	\$125.00			4
Youth Sports Programs				
T-Ball	\$48.00			3
Coach Pitch (Mini Sluggers) Baseball	\$54.00			3
Machine Pitch Baseball (Grade 2)	\$75.00			3
Player Pitch Baseball (Grade 3-4)	\$90.00			3
Soccer	\$58.00			3

Football (Grade 1-2)	\$38.00			3
Football (Grade 3-6)	\$90.00			3
Volleyball (Grade 1-2)	\$35.00			3
Volleyball (Grade 3-6)	\$55.00			3
Basketball (Grade K-2)	\$48.00			3
Basketball (Grade 3-6)	\$58.00			3
Bag Toss	\$40.00			3
Little Tykes Sports Camp	\$28.00	\$30.00	1//2026	2
Tennis and Pickleball Lessons				
Beginner 1 Youth Lessons (per class)	\$10.00			3
Beginner 2 Youth Lessons (per class)	\$11.00			3
Beginner 1 Adult Lessons (per class)	\$12.00			3
Beginner 2 Adult Lessons (per class)	\$12.00			3
Tennis & Pickleball Tournament Registration Fees	<i>Based on Tournament Structure</i>			4

Adult Leisure Pursuits/50+ Programming	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Membership - 2025 Prorated (required to also purchase upcoming years membership)	Remainder of year + tax			3
Membership - 2025	\$45 +Tax (\$5 discount with reuse of membership card)			3
Membership - 2026 Prorated (required to also purchase upcoming years membership)	Remainder of year + tax			3
Membership - 2026	\$45 +Tax (\$5 discount with reuse of membership card)			3
Regular Programs	\$0-\$30 +Tax			4
Trips (cost range)	\$20-\$150 +Tax			4

Adaptive Recreation	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Adaptive Recreation weekly programs (cost varies depending on supplies needed)	\$0-\$14			3
Adaptive Baseball	\$48.00			2
Bowling League – Weekly rate	<i>Bowling Alley Rate + \$2.50</i>			4

Special Events/Family Programs	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Bold & Cold - Winter Weekend Out/GEMS Days - Summer Weekend Out programs (fees vary per activity)	0-\$10			1
Rec on the Go - Inhouse Program	\$0.00			1
Family Recreation Programs (Educational)	\$0.00	\$5-\$15	1/1/2026	2-3
Family Recreation Programs	\$5-\$8	\$10-\$25	1/1/2026	3-4
Camps	\$25-\$90			3-4
Kids Night Out	\$0.00	\$15-\$25	1/1/2026	4
Private Group Lesson Range (Fishing, Archery, Geocaching, etc)	\$50 - \$100 Per Hour			4
Snowshoe Rentals	\$5 Per Day			4

Other	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Late Fee	\$25.00			4
Late Fee Adult Softball & Volleyball Team	\$150/team			4
Late Fee Adult Bag Toss	\$25/team			4
Owatonna Soccer Association - Spring/Summer Player Fee (City Limits)	\$50.00			3
Owatonna Soccer Association - Spring/Summer Player Fee (Outside City & County Limits)	\$60.00			4
Owatonna Soccer Association - Fall Player Fee (City Limits)	\$15.00			3
Owatonna Soccer Association - Fall Player Fee (Outside City & County Limits)	\$25.00			4



DATE: September 16, 2025
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: T-Hangar Lease Agreement - Robert Straw

Purpose:

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

Lessee	Resident	Unit	Monthly Rental Fee	Term
Robert Straw	Farmington, MN	Building 4, Unit G	\$230.00	1 year

Background:

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

Budget Impact:

The rental fee provided for in the agreement represents a total of \$2,760.00 of annual rental revenue.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. T-Hangar Lease - Straw, Robert H4-UG

OWATONNA DEGNER REGIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

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

HANGAR #4, UNIT "G"
(See attached Exhibit "A")

1. **TERM OF LEASE.** The initial term of this lease shall be for a period commencing September 16, 2025 and ending August 31, 2026. Upon the mutual agreement of the parties hereto, the lease may be renewed for up to two (2) additional periods of one (1) year each. The agreement to renew shall be entered into by the parties prior to the expiration of each term and will be subject to the T-Hangar Rental Policy in effect or applicable at time of renewal. The agreement to renew shall be in writing and signed by the parties hereto specifying the rental fee and the date of expiration.

2. **RENTAL FEE.** During the term of this lease, Lessee shall pay to Lessor a monthly rental fee of Two Hundred Thirty dollars (\$230.00). All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as Lessor may designate. All rental payments shall be due by the 10th day of the month for which they are made. Upon expiration of this lease the rental fee may be adjusted by the City Council of the City of Owatonna.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Tenant fails to pay money owed to the City of Owatonna under this Lease when due, and such failure continues for ten (10) days after written notice from the City of Owatonna.
- (2) Tenant uses the Premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from the City of Owatonna.
- (3) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from the City of Owatonna.
- (4) Tenant fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires, or is reduced or materially changed so as not to comply with this Lease; or the City of Owatonna receives such notice of any such conditions pursuant to Section 7., and such failure continues for a period of ten (10) days following written notice from the City of Owatonna to Tenant.

- (5) Tenant vacates or abandons the Premises, and such default continues for ten (10) days following written notice from the City of Owatonna to Tenant.
- (6) Tenant fails to abide by any applicable federal, state, or municipal statutes, regulation, ordinance, rule, or airport policy
- (7) Any other action or inaction on the tenant's part which the City determines is in breach of the lease.

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



Lessee

CITY OF OWATONNA, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

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

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

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

Notary Public

EXHIBIT "A"

T-HANGAR NO. 4

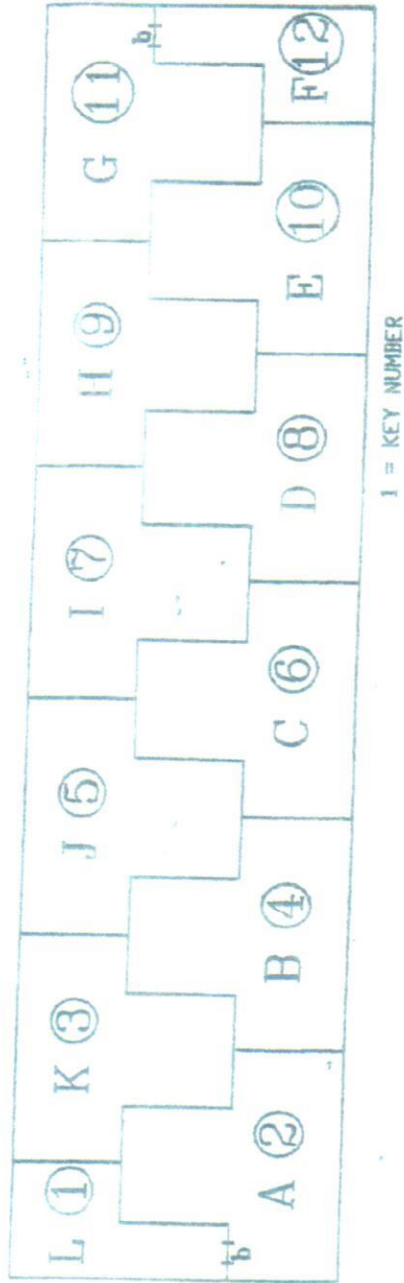


EXHIBIT "B"

1. Aircraft Type Piper PA28-140
 2. Serial Number 28-23712
 3. Registration Number N809MA
 4. Present Condition of Aircraft Airworthy
 5. Present Market Value 65,000
 6. Insurance Carrier Old Republic Insurance Company
- Attach Copy of Insurance Certificate



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Therron Dieckmann, Park & Rec Director
SUBJECT: ReLeaf Community Forestry Grant - Minnesota DNR

Purpose:

Request Council approval to proceed with applying for a MnDNR ReLeaf Community Forestry Grant.

Background:

The Minnesota Department of Natural Resources ReLeaf grant encourages and promotes the inventory, planting, assessment, maintenance, improvement, protection, utilization, and restoration of trees and forest resources to enhance community forest ecosystem health and sustainability as well as to reduce atmospheric carbon dioxide levels and promote energy conservation.

The City of Owatonna's application is to (1) finish the tree inventory in maintained areas of city parks and along main trails and (2) to develop a portion of a tree management plan that will address dying, diseased and dangerous trees and limbs.

The tree inventory will include genus/species/type, condition, DBH in a format that will transfer into Cartegraph. The management plan, along with Cartegraph will drive forestry-related activities and maintain a healthy tree canopy.

Budget Impact:

There is no matching funds required for this grant. The total amount requested is dependent on estimates received from contractors.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 DNR ReLeaf Grant Request for Application



ReLeaf Community Forestry Grants

2025 Request for Applications

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-259-5274. TTY users can call the Minnesota Relay Service at 711. Minnesota DNR is an equal opportunity employer and provider.

Grant Overview

The Minnesota Department of Natural Resources (DNR) welcomes applications from local units of government and nonprofit organizations within Minnesota that will encourage and promote the inventory, planting, assessment, maintenance, improvement, protection, utilization, and restoration of trees and forest resources to enhance community forest ecosystem health and sustainability as well as to reduce atmospheric carbon dioxide levels and promote energy conservation.

Eligible Applicants

Nonprofit organizations with 501(c) status, educational institutions, and local units of government within Minnesota, including cities, counties, regional authorities, joint powers boards, towns, and Tribal governments. Parks and recreation boards in cities of the first class are also eligible to apply.

Eligible Activities

The following activities are eligible for grant funding:

- Community forestry work conducted on non-state public land, or on residential land for low-income residents (work on residential land must be conducted by companies or organizations with an [International Society of Arboriculture \(ISA\) Certified Arborist](#) on staff, [Tree Care Industry Association \(TCIA\)](#) accreditation, or equivalent qualification)
- Work conducted by staff or contractors
- Tree inventories
- Developing a management plan, which can include but is not limited to a forestry-related climate adaption plan, all lands management plan, or emerald ash borer management plan. *Incorporation of environmental justice components and wood utilization components into management plans is encouraged.*
- Tree and stump removal and tree replacement
- Tree planting for diversity
- Chemical treatment of ash trees with an injectable non-neonicotinoid insecticide (e.g. emamectin benzoate) if it provides long-term impact or seed funds an intended long-term program in communities up to 10 miles outside of generally infested areas across Minnesota (please see [online](#) guidance for more information)
- Gravel bed construction and maintenance
- Developing a tree ordinance
- Tree cabling, if a long-term evaluation plan is included
- Maintenance pruning
- Development, purchase, or printing of materials used to educate, engage, and conduct outreach to residents about urban and community forestry
- Urban and community forestry or arboriculture education and outreach
- Professional certifications and/or training related to the proposed project
- Wood utilization
- Additional plant healthcare treatments, as approved

Grant Priority

Consistent with legislative direction, priority for ReLeaf grant awards will be given to projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher as identified using the United States Environmental Protection Agency's Environmental Justice Screening and Mapping Tool methodology provided in the United States Environmental Protection Agency's environmental justice screen technical documentation dated July 31, 2024. Please click [here](#) to view the Priority Area map.

The supplemental demographic index is a combination of five socioeconomic factors averaged together for

each Census block group. The supplemental demographic index can provide an additional perspective on potential community vulnerability. The formula is as follows: supplemental demographic index = (% low-income + % persons with disabilities + % less than high school education + % limited English speaking + low life expectancy) / 5.

These priorities align with the State of Minnesota’s policy of ensuring fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant making. [The Policy on Rating Criteria for Competitive Grant Review](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities or disparities, or both.

Project Evaluation

Applications will be rated by a tiered structure to meet statutory priority. The priority is evaluated and carries a unique weight to identify at what level the applicant meets the statutory priority.

Applications will be sorted into one of three tiers based on the criteria outlined. To be funded, the application must be complete, meet Minimum Required Project score of 70, and a Minimum Past Grant Performance score of 3 (or have no Grant Closeout Form with the Urban & Community Forestry UCF program). Applications must meet all requirements to receive funding (see “Application Requirements” section below), they will be funded based on their eligible request and amount of available funding.

In addition to assessing how well a proposed project aligns with the stated priorities, applications will be reviewed and scored based on the overall strength of the proposal. This evaluation serves the following purposes:

- To help ensure the quality of the projects receiving taxpayer dollars
- To distinguish among priority projects if funding is insufficient to support all that meet the application requirements
- To rank remaining projects if funding allows awards beyond the priority

Please review the tiers outlined in the “Application evaluation scoresheet” to determine how your application may be scored.

Funding

A total of \$7,198,200 is available in general fund dollars to fund projects managing forest pest and disease, through community forestry activities on non-state public lands and residential land for low-income residents. There is no minimum to the dollar amount applicants can request. The maximum amount that will be funded is \$500,000.

No matching funds are required and **submitting match as part of your application is not recommended**. If match is provided, it cannot come from other grants or monies from the State of Minnesota.

Grant Requirements

- Applicant must comply with all Federal and State laws and regulations related to the completion of projects, as stated in the grant agreement.
- Application must show the applicants ability to provide photo documentation of the project’s progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results. All public trees removed and planted must be mapped and submitted.
- Applicant must publicly post and promote grant project information and purpose.

Application Requirements

Applicants must meet the following application requirements to be considered for this grant opportunity:

GENERAL

- Applications must be completed in full to be considered. This includes:
 - A detailed project description, including goals, objectives, and a timeline.
 - A budget outlining project costs, including labor, materials, and equipment.
 - A letter of support from any identified partner organization(s).
- Applications must show the ability to implement the project, meet all grant objectives, and submit a final report by June 30, 2027.

PRE-AWARD RISK ASSESSMENT

- Applicants who request \$50,000 or more in grant funds must complete and submit the Pre-Award Risk Assessment Questionnaire (not applicable for Tribal governments).
- If required, the questionnaire must be completed in full and all supporting financial documentation must be submitted to be considered.

PAST GRANT PERFORMANCE EVALUATION

- Applicants who have completed one or more grant projects with the DNR Urban and Community Forestry (UCF) Program will need to address their past grant performance in the application. Applicants should request their most recent UCF Grant Closeout form, which can be requested from ucf.dnr@state.mn.us. If you are unsure if your organization has previously held a grant contract with UCF program, please reach out to ucf.dnr@state.mn.us and staff will confirm your past grant status and provide the closeout form, if applicable.
- Past grant performance, when applicable, will be a consideration when awarding grant funding. This means that a project could score well based on the strength of the application, but receive additional grant conditions, reduced funding, or even no funding due to past grant performance issues for which there is no evidence of corrective actions being taken.
- If an applicant was a previous grant recipient but no UCF Grant Closeout form is available, or if the applicant has never received a grant under the UCF program, the section can be left blank. There will be no penalty for those where no UCF Grant Closeout form is available, or if the applicant has never received a grant under the UCF program.

Additional Requirements

INVENTORY, MANAGEMENT PLANS, EDUCATION

- Tree inventory projects must submit obtained data to the DNR in a shapefile format.
- Local units of government must adopt an urban and community forest management plan through this grant process if the community does not yet have one in place. The management plan must be adopted or re-adopted after June 30, 2017, and must be submitted to DNR.
- Any education provided through this program must be conducted by an ISA Certified Arborist, TCIA accreditation or equivalent qualification, or must qualify for ISA continuing education units.
- Management plans are encouraged to incorporate wood utilization when removals are occurring.
- Management plans are encouraged to incorporate priority for environmental justice communities as defined in the priority project section of this document. This may include prioritizing plantings in areas of low canopy cover, focusing education and outreach in these areas, etc.

TREE REMOVALS AND PLANTING

- Planting trees can take place without removal.
- Tree removals from boulevards and manicured parks, must be replaced at least one-for-one (i.e., at least one

tree planted for every tree removed), and trees must be replanted at the same location of the removal whenever possible and feasible.

- Tree removals conducted in park woodlands:
 - For the purposes of this grant, park woodlands are defined as publicly owned spaces that, beyond trail creation or access, are not regularly mowed.
 - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
 - Removals must meet a minimum of one tree planted for five trees removed.
- Tree planting projects must follow the best practices set in [A Pocket Guide to Planting Trees](#).
- Tree planting projects must identify the tree species to be planted; site location(s); and number, and type/size of planting stock:
 - The species identified for planting must increase the diversity of the community's tree canopy and advanced the goal of working toward the 20-10-5 guidelines, meaning a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Communities without a completed tree survey may contact the DNR at ucf.dnr@state.mn.us to receive available community tree survey data.
 - Tree species listed on the [Minnesota Invasive Terrestrial Plants](#) list are not eligible for grant expenses, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
 - Species list for trees to be planted must be submitted to and approved by DNR prior to planting.
 - Species list and numbers can be amended following the submission of tree inventory/survey data.
 - Tree stock must meet [ANSI Z-60.1](#) and can be:
 - ¾-2 inch caliper bareroot,
 - a container class size #20 or smaller, or
 - balled and burlapped trees smaller than 2.5" caliper ([MNDOT Certified Landscape Specialist](#) training required by planting organization in order for B&B trees to be eligible).
 - Flexibility is possible in instances where desired stock is unavailable.
 - DNR recommends trees be purchased with a one-year warranty.
- All trees removed and planted on public land must be mapped and submitted as shapefiles, with the planted trees identified by species. If your community does not have access to shapefile-generating software, you may purchase it as part of this grant, or please contact DNR at ucf.dnr@state.mn.us to discuss options for addressing this requirement.
- Projects that incorporate tree planting must submit a 3-year establishment plan with application.
- Tree removal projects must report how wood material was managed.

RESIDENTIAL TREE CARE

- Removals conducted on residential property must be offered a tree replacement of one tree planted for each tree removed. Property owner must decline trees planted in order to not meet the one-to-one replanting requirement.
- Work on residential land can only be conducted on a property in service to low-income residents. The definition of low-income must be defined and reasonably justified by the applicant and submitted to the DNR.
- Work conducted on residential property will either be completed by residents (tree planting only), or by tree care companies holding liability insurance and with an [International Society of Arboriculture \(ISA\) Certified Arborist](#) on staff, or [Tree Care Industry Association \(TCIA\)](#) accreditation, or equivalent certification.
- A link to, or paper copy of, the Forest Service's Tree Owner's Manual ([English](#) / [Spanish](#)) must be provided to

residents receiving maintenance work or a newly planted tree.

- For activities on residential land, a formal agreement between the resident and the ReLeaf grant recipient is required. Each residential agreement must contain the following language:
 - *The State of Minnesota is released from any liability associated with work completed on private property.*
 - *Access is granted by the landowner for all planned activities within agreement; this may include, but is not limited to: planting, follow-up maintenance, monitoring, or other on-site work.*
 - *I will plant and care for my tree according to the Tree Owner's Manual for as long as it is within my right to do so.*

WOOD UTILIZATION

- Wood utilization projects must report on how many board feet or cords of wood are utilized.

Emerald Ash Borer (EAB) Considerations

Minnesota Department of Agriculture considers **May 1 – September 30** to be the flight season for EAB. This means that EAB adult beetles are emerging from infested wood or trees and flying in search of new hosts during this time. The best management practice is to not remove ash trees when EAB are actively flying (May-September), to avoid the risk of EAB emerging from this material in transit or at a processing location.

EAB infestations are difficult to identify in the early stages of the infestation. EAB infestation areas grow via human-assisted movement and through natural dispersion. For these reasons, when new EAB infestations are discovered, quarantines are enacted on a large scale with the assumption that the infestation is spread beyond what is observed. However, while the quarantine necessarily covers a large area where EAB may be present, the distribution of EAB is likely not uniform throughout the quarantine and may be in areas outside these boundaries.

These guidelines ideally should be followed 100 percent of the time when working with ash trees throughout the state of Minnesota. However, *once a community is heavily infested with EAB (the point at which EAB-infested ash are so numerous that year-round removal of hazardous trees is necessary to mitigate risk to public), conducting ash tree removals during the emerald ash borer flight season may be necessary to avoid risk to public safety and property.* Following these guidelines will provide the lowest degree of risk for movement of EAB.

Eligible Project Expenses

Eligible project expenses are those incurred through eligible project activities directly related and necessary to achieve the outcomes described in the project application and that meet the conditions of the grant contract. Grant funds can be used for, but may not be limited to:

- Professional contracts for technical assistance or project implementation. Eligible activities, under such contracts included but may not be limited to outreach, public tree inventories, management plans, treatment, and tree removal and replanting.
- Time spent on the project by staff of the grant recipients.
- Project-related materials may include tree stock, mulch, watering bags, staking materials, tree wrap or guards, shovels, printing, etc.
- Equipment purchases of \$4,999 or less, that are used to complete the project. Multiple pieces of equipment, tools, or project supplies can be purchased with grant funds, but no one tool can have a unit cost of \$5,000 or more, even if that cost is split across grant and match funds.
- Equipment rental

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date of the fully executed grant agreement.
- Purchase of trees listed on the [Minnesota Noxious Weed List](#), or the DNR's [Invasive Terrestrial Plants List](#), including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Purchase of balled and burlapped trees larger than 2.5" caliper, containerized trees larger than #20, or bareroot trees greater than 2" caliper diameter.
- Purchase of tree species that already make up 10% or more of the community's public trees, or in a family that makes up 20% or more of the public trees.
- Purchase of plants other than trees, such as living ground covers, sod, grass seed, and flowers.
- Purchase of land or easements.
- Major soil purchases, grade changes or construction.
- Capital expenditures (items with a unit cost of \$5,000 or more), such as buildings, motor vehicles, trails, or other permanent structures.
- Experimental practices not approved by DNR.

Questions about additional eligible or ineligible expenses can be directed to ucf.dnr@state.mn.us.

Application Details and Instructions

When filling out the application, ensure all sections are completed and the application is submitted by the deadline. Pay close attention to the requested information and respond to all questions. Detailed responses and completeness are strongly encouraged: if funded, the application responses will become a grantee's work plan. Make sure enough information is provided, especially in the timeline and budget sections, to serve as a complete work plan. Grantees will need to meet the objectives stated in their work plans by the end of the grant program. Clearly demonstrate in the application how the proposed project does or does not meet the grant priority and how it aligns with eligibility requirements (including project activities and costs). Be sure that the application does not request funding for any ineligible project expenses.

A complete application will consist of the following:

1. Application form ([PDF, format unchanged](#))
2. Budget ([Excel, format unchanged, additional lines added as needed](#))
3. Application identifies locations of grant project work. Submission must show whether work will take place within the Priority Areas; examples may include:
 - Application states:
 - that project work is taking place community-wide based on your organization's geographic purview; or
 - that work will only take place within areas identified by the supplemental demographic index; or
 - that no project work will take place within the supplemental demographic index.
 - Maps are provided, showing project area (ex. printing screenshot of [Priority Area map](#), outlining project area, scanning, and submitting with application;)
4. 3-Year Tree Establishment Plan for newly-planted trees, *if planting trees* ([PDF, format unchanged](#))
5. Species and Stock List from which trees will be planted, *if planting trees* (any format acceptable; contact ucf.dnr@state.mn.us with questions about species eligibility)
6. Local units of government, submit a management Plan, if already completed (local units of government **must** have adopted on or after June 30, 2017, and submitted with their application or plan to adopt a management plan through this grant process- if your community does not have a management plan in place, budget for the cost of obtaining one during this grant program)
7. Letter(s) of support, *if collaborating with an outside organization* (any format acceptable)
8. Pre-Award Risk Assessment Questionnaire and associated financial documents, *if applicant is requesting \$50,000 or more in grant funds. Tribal governments are exempt from this requirement.* ([PDF, format unchanged](#))

9. List of Authorized Signer(s), *including name(s), title(s), and email address(es)*. (Any format acceptable)

Data Privacy and Trade Secret Notice

The information provided by an applicant will be used to assess the applicant's eligibility to receive a grant. The decision to apply for this grant is voluntary, and applicants are not legally required to provide any of the requested information. Applicants may decline to complete this application without any legal consequence. However, only completed applications will be considered for a grant; incomplete applications will not be considered.

Applications are private or non-public until opened. Once the applications are opened, the name and address of the applicant and the amount requested is public. All other data in an application is private or non-public data until all agreements are fully executed. After DNR has completed the evaluation process, all remaining data in the applications is public with the exception of trade secret data as defined and classified in Minn.

Stat. § 13.37. A statement by a grantee that the application is copyrighted or otherwise protected does not prevent public access to the application (Minn. Stat. § 13.599, subd. 3).

Application Submission Instructions

After reading through the Request for Applications, complete all parts of the application, which can be found [online](#). Grant applicants are required to submit applications by email to ucf.dnr@state.mn.us. Applications must be received electronically by October 28, 2025, to be considered for funding. The applicant is responsible for ensuring their submission is received by DNR by the deadline; applications received after the deadline will not be eligible for consideration. DNR is not responsible for any technical or logistical problems causing an application to be received late.

Review Process and Timeline

All applicants must meet the minimum requirements identified in this Request for Applications to obtain funding.

A UCF Grants Steering Committee, made up of staff from the DNR Division of Forestry, and select stakeholders, will evaluate applications received by the application deadline, recommend projects and award amounts to the DNR. DNR will review the UCF Grants Steering Committee recommendations and is responsible for final award decisions. Final grant awards are contingent upon a pre-award financial to ensure there are no concerns that cannot successfully be mitigated upon negotiation with the State. *The award decisions of DNR are final and not subject to appeal.*

Process	Timeline
RFA posted on the DNR website	August 13, 2025
Questions from applicants on application process due	October 14, 2025
Applications due	October 28, 2025
Project Selection Recommendations; Financial and Capacity Review; Grant Agreement Negotiations	December 1, 2025-January 23, 2026
Work Plans Approved, Contracts Executed, Grant Work Begins	April 15, 2026

DNR expects to contact selected grantees by January 23, 2026. If selected, grantees may only incur eligible expenditures after the grant contract is fully executed and the grant has reached its effective date.

Awards are not publicly announced until all grant agreements are fully executed.

Required financial and grantee capacity review

To protect the interest of the State and to ensure the effective and timely completion of publicly funded grant projects, agencies must ensure that entities that receive grants are financially and operationally capable of performing all duties required of the grant. The [OGM 08-06](#) policy establishes minimum requirements for granting agencies conducting pre-award risk assessment and financial review of potential grantees. As required by *Minn. Stat. §16B.981/Chapter 62 - MN Laws, Article 7, Section 11*, a pre-award risk assessment must be conducted for grant awards of \$50,000 or more. This policy does not apply to Tribal governments.

All grantees as defined in *Minn. Stat. §16B.981 Subd. 1 (c)* applying for grants in the state of Minnesota must undergo a financial and capacity review prior to final grant award of \$50,000 and higher. Such applicants must include the Pre-Award Risk Assessment Questionnaire and associated financial documents with their application.

Review of the Pre-Award Risk Assessment Questionnaire and associated financial documents may result in a request for more information for the purpose of satisfying any DNR concerns. When requesting additional information from a potential grantee, the DNR will give the potential grantee 15 calendar days to respond or to work with the DNR to develop a risk mitigation plan to satisfy the concerns.

Questions:

Submit questions to ucf.dnr@state.mn.us. Answers will be posted weekly [online](#). Questions must be submitted no later than October 14, 2025 to be included on the website.

Liability and Project Implementation

DNR is not liable for any costs incurred by any organization or individual for work performed in the preparation and production of an application, nor for any work performed prior to the execution of the grant contract. Project work and expenses that are eligible for reimbursement with grant funds CANNOT be started or incurred until the grant contract is fully executed. Grant agreements for awarded projects are expected to be fully executed by April 15, 2026. A fully executed grant agreement is one where all necessary signatures have been obtained.

Reimbursement and Reporting

All grant funds will be provided on a reimbursement basis. Reimbursement may be submitted semi-annually by the following deadlines:

1. June 15, 2026
2. December 15, 2026
3. June 30, 2027 Final Report Due

The following information must be submitted to be deemed a complete reimbursement request:

- An Accomplishment Report describing the grant accomplishments/deliverables and their impacts since the last reimbursement request.
- A Partial Payment Form along with detailed invoices and proof of payment for grant-funded purchases.
- Photo documentation of project progress at appropriate phases, and illustration, diagrams, charts, graphs, and maps to show results.
- Shapefiles of 1) all trees removed (including stumps ground), treated, maintained, and planted on public land, with the trees identified by species, and 2) all work on residential land aggregated by census track. (Note: Grantees without access to shapefile-generating software can notify DNR staff at ucf.dnr@state.mn.us, who will work with the grantee to assist in this requirement.)

All complete reimbursement requests received by the deadlines will be reviewed by DNR staff. Provided that the grantee is in compliance with all terms of the Request for Application and grant contract, verified project activities and eligible expenses will be reimbursed up to 90%, with 10% retained until the project is completed.

Accommodations may be offered in select circumstances, and in accordance with Office of Grants Management policies, at the discretion of the agency. Please reach out to DNR staff at ucf.dnr@state.mn.us for more information on requesting accommodations.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted

on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

If two successive updates are missed, DNR staff will contact grantee requesting a grant progress update and explanation of why grant reporting has been late. If a report is not received within 60 days of the request, DNR will assume work is not being conducted and begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

If within two successive updates necessary progress has not been made in accomplishing work within the grant contract, DNR staff may request a meeting to discuss why progress is not being made and may begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

Project Completion

All project work must be completed, and the final request for reimbursement (along with the final report) must be submitted by **June 30, 2027**.

Grant Performance

If awarded, grant performance will be reviewed on timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication, and acknowledgement and reflection on grant performance. This information may be considered for future grant application and award processes.

Other Considerations

DNR reserves the right to:

- Contact awarded applicants about applications for other UCF grants.
- Post funded applications and reports, including images and maps, to the DNR website
- Consider existing open grants for performance and community need for additional funding
- Reject any or all proposals received
- Waive or modify minor irregularities in proposals received after prior notification and agreement of applicant
- Clarify the scope of this program, within the RFA requirements and with appropriate notice to potential applicants, to best serve the interests of the state of Minnesota
- Amend program specifications after the RFA release, with appropriate notice to potential applicants
- Require a good faith effort on the part of the grantee to work with DNR after project completion to develop or implement project as proposed and contracted
- Withhold any payments or cancel contracts when contract conditions are not met

Exhibit A: Application evaluation score sheet

Selection Criteria and Weight

The steering committee will be reviewing each eligible application on a 100-point scale, and past grant performance on a 5-point scale. Scores will be used to develop final recommendations. Applicants are encouraged to score their own applications using the evaluation score sheet before submitting the application. While not required, this step may help applicants meet the criteria that grant reviewers will be scoring.

PROJECT PRIORITY SCORING (maximum score is 6)				
<i>Application projects for the MN ReLeaf grant will be evaluated and prioritized according to the following criteria:</i> <i>- Projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher within the state of Minnesota.</i> <i>- Justification of Priority Area focus methodology.</i>				
Criterion	Meets Priority (High) – 3 points	Meets Priority (Medium) – 2 points	Meets Priority (Low) – 1 point	Does Not Meet Priority (Very Low) – 0 points
Project in Priority Area (SDI ≥70%). Project occurs fully or mostly in a census block group at or above the 70th percentile SDI. Includes map.	100% of the grant project work is within the Priority Area.	50%, or more, of the grant project work is within the Priority Area.	49%, or less, of the grant project work is within the Priority Area.	Applicant is not conducting any work within the Priority Area.
Justification of Priority Area Focus. Justification of calculation through assumptions or data.	Justification is clear, logical, and data-informed . Applicant demonstrates a strong understanding of how each eligible activity ties to the Priority Areas, using quantitative or spatial data (e.g., GIS maps, cost estimates, time allocations, or tree inventory stats). Includes realistic assumptions	Justification is generally sound but lacks detailed evidence. Applicant explains activities in Priority Areas but provides only partial quantification or assumptions.	Justification is vague or inconsistent . Little explanation of how the percent was determined or activities are not clearly tied to Priority Areas.	Justification is missing, illogical, or unsupported . No attempt to explain how the number was calculated or claimed percentage seems inflated/unrealistic.

Priority Tiered Review Rubric

To be funded, the application must meet Minimum Required Project score of 70 and either no Past Grant Performance Score (e.g. no Grant Closeout Form was available) or a Minimum Past Grant Performance score of 3, or greater. Applications must meet all requirements for funding (see "Application Requirements" section), applicants will be funded based on their eligible request and amount of available funding.

Priority Score = Project in Priority Area Score + Justification of Priority Area Focus			
	Priority Score	Minimum Required Project Score (Out of 100)	Minimum Past Grant Performance Score (Out of 5), if applicable
Tier A – 1 st Scored	5-6	70	3
Tier B – 2 nd Scored	3-4	70	3
Tier C – 3 rd Scored	0-2	70	3

PROJECT APPLICATION SCORING (maximum score is 100)

Application projects for the MN ReLeaf Grants will be evaluated and ranked according to the following criteria and points:		Points
1. Project Overview and Need - Application is clear, complete, descriptive and clearly meets all minimum requirements and additional requirements. - Community has a readiness to take on a project of the proposed scope and size. - Application details the projects impact and shows high need for project and state grant funding. - Application incorporates the preservation and increase of canopy cover, and/or maintenance, especially within Priority Areas.		30
2. Project Timeline - Timeline provides specific dates for all activities. - Timeline is easy to read and comprehend. - Timeline follows best management practice. - Timeline accounts for grant reporting and end dates. - Timeline is realistic given the extent of the proposed project activities and the resources available and requested to accomplish the project.		20
3. Project Budget and Budget Explanation - Budget explanation is detailed and provides specific dollar amounts for anticipated use. - Budget totals equal amount requested. - Financially realistic and cost effective. - Project budget uses grant funds only for eligible expenses. - Project seeks to maintain tree canopy or replant more trees than removed.		10
4. Community Engagement and Impact - Planning and collaboration clearly serves and includes residents within the project area. - Affected/benefitted communities are engaged and input is incorporated prior to project implementation and throughout the project. - Potential environmental impacts to residents have been addressed and shows an appropriate approach to mitigate negative impacts. - Application demonstrates awareness to potential barriers to participation by some community members and addresses with actionable items for these communities (examples include program focal areas, outreach in multiple languages, inclusion throughout the project), impacts on priority populations are clear and tangible. - Project focuses on Priority Areas, and or within populations that comprise Priority Areas (communities with higher populations of low-income residents, persons with disabilities, less than high school education, limited English speaking, and low life expectancy).		15

5. Communications • Communication strategies are directly related to project accomplishments, activities, or both, and multiple forms of communication are listed with potential to reach the public. • Tree care-related messaging includes EAB information designed to slow the spread, the importance of trees in communities, and/or pruning and maintenance.	10
6. Key Personnel • Key personnel are listed with corresponding project roles and showcase the expertise and capacity to complete proposed grant work. • All components that require a certification are met and listed (e.g. for residential work, planting Balled & Burlapped, etc.). • All certifications and education degrees are listed for staff or contractors. • A high scoring community will have staff or contractors with a degree in a related field, or a combination/multiple staff with ISA Certified Arborist, TCIA accreditations, or both.	15
Total	100

PAST GRANT PERFORMANCE SCORING (maximum score is 5)	
PAST DNR URBAN & COMMUNITY FORESTRY GRANT RECIPIENTS ONLY The section on past grant performance within the Community Tree Planting Grant application will be evaluated and ranked according to the following criteria and points:	Points
1. Past Grant Performance • The most recent UCF Grant Closeout form is addressed. This may include addressing meeting timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication. • Past performance issues and corrective actions are explained, if applicable. • Past performance of strong grant management practices is described, and continued implementation is explained, if applicable. • A high scoring applicant will provide insightful reflection on past performance, and provide specific examples of learning and corrective actions, or continued strong grant management practices.	5
Total	5



CITY OF
OWATONNA

Finance Report

RECAP:

\$	28,372.12	AvFuel Corp - Airport fuel for resale
	22,305.90	Central Farm Service - fleet fuel
	61,745.00	EPA Audio Visual Inc - audio visual equipment - Gainey room - Library
	30,039.34	Equity Builders & Construction - pay est #3 - dome hangar roof replacement project
	24,468.40	From the Ground Up - 2025 storm damage tree removal
	38,440.00	Kibble Equipment- replacement check - FC20R Flex Wing Rotary Cutter - Airport
	207,306.00	Pearson Brothers Inc - 25005 Street Maintenance - pay est #1 Final
	23,124.85	Steve James Excavating Inc
		- Repair sanitary sewer service - 536 South St - \$6,075.35
		- Replace curb - Ridge Rd/11th Ave - \$10,224.00
		- Screen dirt - \$1,140.00 - Street & Park dept
		- Repair manhole - 649 Woodhill Pl - \$5,685.50
	236,748.55	Ulland Brothers Inc - 23002 18th Street SE Trail - pay est #3
	35,606.00	Wencl Construction - 25001 Street & Utility - pay est #4
	<u>214,872.76</u>	OTHER EXPENDITURES

923,028.92 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
384348	09/09/25	A H HERMEL CANDY & TOBACCO CO	1,900.05	R	ACH
384349	09/09/25	A TASTE OF THE BIG APPLE	51.60	0	Regular
384350	09/09/25	ABDO LLP	1,537.50	R	ACH
384351	09/09/25	ACUSHNET COMPANY	1,151.93	0	Regular
384352	09/09/25	AFLAC	2,644.60	R	ACH
384353	09/09/25	ALEXANDER LUMBER COMPANY	1,133.48	0	Regular
384354	09/09/25	ALFA LAVAL INC	8,858.74	0	Regular
384355	09/09/25	AMERICAN ENGINEERING TESTING	4,038.95	R	ACH
384356	09/09/25	ANHORN'S GAS & TIRE	146.21	0	Regular
384357	09/09/25	APG MEDIA OF SO MINNESOTA LLC	426.25	0	Regular
384358	09/09/25	ASBESTROL INC	3,921.02	R	ACH
384359	09/09/25	ASPEN MILLS INCORPORATED	1,710.79	0	Regular
384360	09/09/25	AVFUEL CORPORATION	28,372.12	R	ACH
384361	09/09/25	AWARDS DIRECT INC	203.70	0	Regular
384362	09/09/25	BAKER & TAYLOR BOOKS	1,104.91	R	ACH
384363	09/09/25	BOLTON & MENK INC	5,700.00	R	ACH
384364	09/09/25	BROYHILL EQUIPMENT LLC	698.24	R	ACH
384365	09/09/25	CARR'S TREE SERVICE INC	7,800.00	0	Regular
384366	09/09/25	CAVALIER COACHES INC	1,530.00	0	Regular
384367	09/09/25	CDW GOVERNMENT INC	522.09	0	Regular
384368	09/09/25	CENTRAL FARM SERVICE	22,305.90	0	Regular
384369	09/09/25	CITY OF OWATONNA	10.48	0	Regular
384370	09/09/25	CLIFTON LARSON ALLEN LLP-CLA	3,832.50	0	Regular
384371	09/09/25	CLIFTONLARSONALLEN LLP	8,925.00	0	Regular
384372	09/09/25	CLUB CADDIE	525.00	R	ACH
384373	09/09/25	CLUB CAR LLC	693.05	0	Regular
384374	09/09/25	COURT SPORTS AND MORE	7,744.00	R	ACH
384375	09/09/25	CRANE CREEK ASPHALT	518.58	R	ACH
384376	09/09/25	CUMMINS INC	2,121.39	R	ACH
384377	09/09/25	CURT'S TRUCK & DIESEL SERVICE	1,715.44	R	ACH
384378	09/09/25	DENISE STEWART	148.63	R	ACH
384379	09/09/25	DIAMOND VOGEL	437.50	R	ACH
384380	09/09/25	DIANE WHEELOCK	50.00	0	Regular
384381	09/09/25	ECHOSAT INC	46.66	0	Regular
384382	09/09/25	EPA AUDIO VISUAL INC	61,745.00	R	ACH
384383	09/09/25	EQUITY BUILDERS & CONSTRUCTION	30,039.34	R	ACH
384384	09/09/25	EYE MED VISION CARE	536.35	0	Regular
384385	09/09/25	FARMERS FEED AND PET SUPPLY	69.99	0	Regular
384386	09/09/25	FASTENAL COMPANY	785.38	R	ACH
384387	09/09/25	FIRST SUPPLY OWATONNA	132.91	R	ACH
384388	09/09/25	FOUR SEASONS ELECTRIC	1,977.28	R	ACH
384389	09/09/25	FROM THE GROUND UP LLC	24,468.40	R	ACH
384390	09/09/25	GENUINE PARTS COMPANY - NAPA	1,107.73	R	ACH
384391	09/09/25	GOPHER/PLAY WITH A PURPOSE	259.50	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384392	09/09/25	GRACE BAPTIST CHURCH	50.00	0	Regular
384393	09/09/25	GRAINGER	222.49	R	ACH
384394	09/09/25	HAWKINS INC	10,142.70	R	ACH
384395	09/09/25	HC PROPERTIES OF MN LLC	18,300.00	R	ACH
384396	09/09/25	HEALTHPARTNERS INC	5,110.01	0	Regular
384397	09/09/25	HORIZON COMMERCIAL POOL SUPPLY	543.44	R	ACH
384398	09/09/25	HUBER SUPPLY CO INC	20.15	0	Regular
384399	09/09/25	IFACS	332.66	R	ACH
384400	09/09/25	INNOVATIVE OFFICE SOLUTIONS	730.61	0	Regular
384401	09/09/25	JAMES KREEGER	50.00	0	Regular
384402	09/09/25	JASON MARSHALL STAYTON	505.00	R	ACH
384403	09/09/25	KENNEDY & GRAVEN CHARTERED	1,235.00	0	Regular
384404	09/09/25	KERNCREST STORAGE LLC	10,000.00	0	Regular
384405	09/09/25	KIBBLE EQUIPMENT LLC	38,440.00	0	Regular
384406	09/09/25	KOWZ-FM	500.00	R	ACH
384407	09/09/25	LAWSON AUTOMOTIVE LLC	400.93	R	ACH
384408	09/09/25	LAWSON PRODUCTS	356.76	0	Regular
384409	09/09/25	LEGACY SIGNS INC	275.00	R	ACH
384410	09/09/25	LINDER DIGITAL	1,180.00	R	ACH
384411	09/09/25	LYLE SELLERS	20.00	0	Regular
384412	09/09/25	MACQUEEN EQUIPMENT CO	352.00	R	ACH
384413	09/09/25	MADISON NATL LIF INS CO INC	1,187.91	0	Regular
384414	09/09/25	MANKE'S OUTDOOR EQUIP & APPL	13.46	R	ACH
384415	09/09/25	MARCO TECHNOLOGIES LLC	322.60	R	ACH
384416	09/09/25	MCMASTER-CARR SUPPLY CO	478.30	R	ACH
384417	09/09/25	MEI TOTAL ELEVATOR	12,944.02	0	Regular
384418	09/09/25	MESERB	9,512.00	0	Regular
384419	09/09/25	METRONET SYSTEMS HOLDINGS LLC	1,835.05	R	ACH
384420	09/09/25	MICHAEL A. OLDENBURG	288.00	0	Regular
384421	09/09/25	MID-AMERICAN RESEARCH CHEMICAL	1,218.57	0	Regular
384422	09/09/25	MIDWEST TAPE LLC	2,567.52	R	ACH
384423	09/09/25	MIKE MCCOY	50.00	0	Regular
384424	09/09/25	MINNESOTA ELEVATOR INC	339.78	R	ACH
384425	09/09/25	MINNESOTA LIFE	3,016.80	0	Regular
384426	09/09/25	MN DEPT OF LABOR AND INDUSTRY	455.00	0	Regular
384427	09/09/25	MN NCPERS GROUP LIFE INSURANCE	416.00	0	Regular
384428	09/09/25	MN RECREATION & PARK ASSN	1,475.00	R	ACH
384429	09/09/25	MN VALLEY TESTING LABS INC	2,049.00	R	ACH
384430	09/09/25	MTI DISTRIBUTING INC	626.60	R	ACH
384431	09/09/25	NAN MCKAY & ASSOCIATES INC	419.00	0	Regular
384432	09/09/25	NORTHERN SAFETY TECHNOLOGY INC	265.06	R	ACH
384433	09/09/25	NORTHLAND FARM SYSTEMS	191.62	R	ACH
384434	09/09/25	OFFICE OF MNIT SERVICES	161.70	0	Regular
384435	09/09/25	OPENGOV INC	138.75	R	ACH
384436	09/09/25	OWATONNA FLOOR COVERING	1,546.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384437	09/09/25	OWATONNA HEATING & COOLING INC	2,767.45	R	ACH
384438	09/09/25	OWATONNA MOTOR COMPANY	1,394.76	0	Regular
384439	09/09/25	OWATONNA PUBLIC UTILITIES	2,657.88	R	ACH
384440	09/09/25	OWATONNA VETERINARY HOSPITAL	559.68	0	Regular
384441	09/09/25	OWT HARDWARE	231.56	0	Regular
384442	09/09/25	PEARSON BROTHERS INC	207,306.00	0	Regular
384443	09/09/25	PRESENCE TELEHEALTH PLLC	1,386.00	R	ACH
384444	09/09/25	RAMY TURF PRODUCTS	1,236.40	0	Regular
384445	09/09/25	RCM SPECIALTIES	4,523.52	0	Regular
384446	09/09/25	RENT N SAVE PORTABLE SERVICES	470.25	0	Regular
384447	09/09/25	ROCHESTER RESTAURANT SUPPLY	97.85	0	Regular
384448	09/09/25	SCHOLASTIC INC	4.55	R	ACH
384449	09/09/25	SCOTT F LIMBERG	450.00	R	ACH
384450	09/09/25	SELCO	2,410.69	R	ACH
384451	09/09/25	SENIORPLACE INC	418.00	0	Regular
384452	09/09/25	SHERWIN WILLIAMS COMPANY	617.06	0	Regular
384453	09/09/25	SHI INTERNATIONAL CORP	214.45	0	Regular
384454	09/09/25	SHRED RIGHT	42.53	R	ACH
384455	09/09/25	SPHERION STAFFING LLC	1,888.81	0	Regular
384456	09/09/25	STATE INDUSTRIAL PRODUCTS	987.08	R	ACH
384457	09/09/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
384458	09/09/25	STEVE JAMES EXCAVATING INC	23,124.85	R	ACH
384459	09/09/25	SWEET TOWING	135.00	0	Regular
384460	09/09/25	SYNCHRONY BANK	24.10	0	Regular
384461	09/09/25	T-MOBILE	908.03	0	Regular
384462	09/09/25	TELADOC HEALTH INC	2,219.50	0	Regular
384463	09/09/25	TERRY'S REPAIR	269.22	0	Regular
384464	09/09/25	TOR SPERLING	22.50	R	ACH
384465	09/09/25	TRENCHERS PLUS INC	373.32	R	ACH
384466	09/09/25	TURFWERKS	629.72	R	ACH
384467	09/09/25	ULLAND BROTHERS INC	236,748.55	R	ACH
384468	09/09/25	USA TODAY	389.79	0	Regular
384469	09/09/25	USABLUEBOOK	250.24	R	ACH
384470	09/09/25	UTILITY CONSULTANTS INC	1,476.27	R	ACH
384471	09/09/25	VENTURE HYDRAULICS INC	492.82	R	ACH
384472	09/09/25	VESTIS GROUP INC	201.01	0	Regular
384473	09/09/25	WALBRAN & FURNESS CHARTERED	5,665.75	R	ACH
384474	09/09/25	WEN-COL INC	1,229.94	0	Regular
384475	09/09/25	WENCL CONSTRUCTION INC	35,606.00	0	Regular
384476	09/09/25	XCEL ENERGY	385.11	0	Regular
384477	09/09/25	YOUTH 1ST INC	450.00	0	Regular
384478	09/09/25	Z SYSTEMS INC	2,400.00	0	Regular
384479	09/09/25	ZUMBROTA SPORT & SPINE LLC	185.00	R	ACH

67	Checks total:	416,653.29
65	ACH total:	506,375.63
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
132	GRAND TOTALS	923,028.92



CITY OF
OWATONNA

Ordinances



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: Second/Final Reading Proposed Ordinance 25-10 Salary Adjustment - Elected Officials

Purpose:

Request Council approval of Proposed Ordinance 25-10 to amend Code Section 32.001 of the 2015 Code of Ordinances for the City of Owatonna. This will authorize an increase in the salaries paid to the City's Elected Officials beginning in January 2027.

Background:

Ordinance 1577 approved April 3, 2018, requires quadrennial review of our city officials' salaries; salaries for our elected officials were last reviewed in September 2021 for change effective in January 2023. The State requires any change to elected officials' salaries to be effective for officials in office following the next General Election. The next General Election will be held in November 2026 so any changes become effective with payments during January 2027.

Council approved the first reading of this proposed ordinance during their last meeting on September 2, 2025, and there have been no changes since.

Budget Impact:

Additional disbursement of \$9,600.00 per year beginning in FY 2027.

Staff Recommendation:

Staff recommends approval of Proposed Ordinance 25-10. If approved, this will be known as Ordinance 1677.

Attachments:

1. Proposed Ordinance 25-10 Elected Official's Salary Adjustment

Proposed Ordinance No. 25-10

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 32 ENTITLED "OFFICIALS,
EMPLOYEES AND ORGANIZATIONS" OF THE
2015 ORDINANCE CODE OF THE CITY OF OWATONNA

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 32.001: Amount of Salaries.

Subd. 1. Council Members The salary of each Council Member of the City of Owatonna, except the President of the Council and Vice President of the Council shall be ~~\$1,000~~ \$1,100 per month from and after January 1, ~~2023~~, 2027.

Subd. 2. President of the Council. The salary of the President of the Council of the City of Owatonna shall be ~~\$1,150~~ \$1,250 per month from and after January 1, ~~2023~~, 2027.

Subd. 3. Vice President of the Council. The salary of the Vice President of the Council of the City of Owatonna shall be ~~\$1,100~~ \$1,200 per month from and after January 1, ~~2023~~, 2027.

Subd. 4. Mayor of the Council. The salary of the Mayor of the City of Owatonna shall be ~~\$1,200~~ \$1,300 per month from and after January 1, ~~2023~~, 2027.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2025.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Mark Walbran - City Attorney
SUBJECT: Second/Final Reading Proposed Ordinance 25-11 Update Code Section 113
Alcoholic Beverages - Hours for Sunday On-Sales

Purpose:

Request Council approval of Proposed Ordinance 25-11 for updates to the City's 2015 Code of Ordinances regarding hours of operation on Sunday for On-Sale Liquor Licenses.

Background:

This Ordinance will update our current City Code regarding the hours of sale of liquor on Sundays. In 2015, the State Legislature amended Minn. Stat. Ch. 304A by changing the hours alcohol may be served on Sundays between the hours of 8:00 a.m. (instead of 10:00 a.m.) and 2:00 a.m. Mondays (instead of 1:00 a.m.).

Minn. Stat. § 340A.504, subd. 6 authorizes a City to further limit the hours of sale. It is the intent of the amended ordinance to limit the hours of sale on Sundays from 8:00 a.m. to 1:00 a.m. Monday and not 2:00 a.m. Mondays.

Council approved the first reading of this proposed ordinance during their last meeting on September 2, 2025. A change was made to the proposed ordinance to clarify that Sunday hours will end at 1:00 a.m. on Monday; the City has not authorized any 2:00 am Licenses.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval, if approved, this will be known as Ordinance 1678.

Attachments:

1. Proposed Ordinance 25-11 Hours of Sale - Alcohol on Sundays

Proposed Ordinance No. 25-11
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 113 ALCOHOLIC BEVERAGES

WHEREAS, City Code §113.050 entitled "State Law Adopted" provides that Minn. Stat. Ch. 304A, "as it may be amended from time to time", by Legislature is adopted and made part of the City Code as if set out in full, and

WHEREAS, in 2015, the State Legislation amended Minn Stat. Ch. 304A.504 regulating the hours of sale for on-sale liquor licenses with a special Sunday license permitting the sale of alcoholic beverages in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 2:00 a.m. on Mondays,

WHEREAS, Minn. Stat. § 340A.504, subd. 6, provides that the City may further limit the hours of on and off sales of alcoholic beverages; and

WHEREAS, it is the intent of this amendment to permit holders of Sunday licenses to sell alcoholic beverages between the hours of 8:00 a.m. Sunday to 1:00 a.m. Monday, *not* 2:00 a.m.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance § 113.052(D)(6) is hereby amended as follows.

113.052(D)(6) A licensee holding a special license under this division (D) is authorized to sell alcoholic beverages for consumption on the premises in conjunction with the sale of food between the hours of ~~10:00 am~~ 8:00 a.m on Sundays and 1:00 a.m. Mondays; provided that the licensee is in conformance with the Clean Air Act, being Minn. Stat. § 144.411 through § 144.417.

SECTION 2. Ordinance § 113.056(B) is hereby amended as follows:

Hours of Sale.

- (1) No sale of intoxicating liquor for consumption on the licenses premises may be made:
 - (a) Between 1:00 a.m. and 8:00 a.m. on the days of Monday through Saturday;
and
 - (b) After 1:00 a.m. on Sunday, except as provided by § 113.052(D)(6) of this chapter.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication.

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

Aye:

No:

Absent:

Approved and signed this _____ day of _____, 2025.

ATTEST:

Matt Jessop, Mayor

Jenna Tuma, City Administrator/City Clerk



CITY OF
OWATONNA

Resolutions



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
Emily Burns, Finance Director
SUBJECT: Resolution 52-25 Proposed 2026 City Budget and Levy

Purpose:

Council to set the Proposed City levy for 2026 along with adopting the 2026 Proposed Budget.

Background:

The City is required to adopt a proposed budget for the following year and certify its proposed property tax levy to the county auditor on or before September 30th.

Discussions to help shape the 2026 proposed budget were held at the City Council Study Sessions on June 3, July 15 and August 19. Detailed presentations for each department's proposed budget requests were presented during the City Council Workshops on August 26, 27 and September 9.

This proposed budget is consistent with the City's strategic plan. It aligns with the City's purpose, which is to create a better tomorrow, and values of better together, community stewardship, and pride in our work.

The 2026 proposed levy includes an increase of 13.0%.

The 2026 budget invests in our people, prepares for future public safety facilities, and addresses rising costs, all while maintaining the high service levels our community enjoys.

Personnel costs make up 74% of the General Fund, and with a competitive job market, the City strives to offer wages and benefits that retain dedicated employees.

At the same time, we are managing higher costs for goods and services and planning for the significant investment in new public safety facilities. These steps ensure that Owatonna continues to provide quality services and the best value for taxpayers today and into the future.

The final levy amount and budget will be presented on December 2nd at 6:00 p.m. The Council can approve a final levy amount that is lower but not greater than the proposed levy amount.

The 2026 Preliminary Budget amount is \$48,354,551.

Budget Impact:

This will set the proposed levy and proposed budget for 2026.

Staff Recommendation:

Approve Resolution 52-25 for the proposed City levy and budget for 2026.

Attachments:

1. Resolution 52-25 2026 Proposed City Levy and Proposed Budget
2. Comparison of Levy Impacts on Homeowners

RESOLUTION NO. 52-25

A RESOLUTION MAKING PROPOSED LEVY OF TAXES AND ADOPTING
PROPOSED BUDGET FOR 2026

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota:

1. That there is hereby proposed to be levied upon all the taxable property in the City of Owatonna a direct ad valorem tax in the amount of \$21,940,620 for general government, \$ 269,262 PERA rate change, and \$ 2,537,000 for debt retirement, which shall be spread upon the tax rolls and collected in the year 2026.

2. That a budget of \$ 48,354,551 in expenditures for fiscal year commencing January 1, 2026, is being proposed. This budget has been reviewed and potential funding sources identified as well as priorities and programs for 2026.

3. The city council will meet on December 2, 2025 at 6:00 pm to present details on the 2026 budget and receive input from public.

4. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

Passed and adopted this ____ day of _____, 2025, with
the following vote: Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2025.

Matt T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk

Impact on Homeowners

(Using 6% County Preliminary Rate)

Appraised Value of Home	Total Estimated Taxes for 2026	Increase from 2025	Monthly Increase
\$100,000	\$381.44	\$19.77	\$1.65
\$125,000	\$547.89	\$28.40	\$2.37
\$150,000	\$714.33	\$37.02	\$3.09
\$175,000	\$880.78	\$45.65	\$3.80
\$200,000	\$1,047.22	\$54.27	\$4.52
\$225,000	\$1,213.67	\$62.90	\$5.24
\$250,000	\$1,380.11	\$71.52	\$5.96
\$275,000	\$1,546.56	\$80.15	\$6.68
\$300,000	\$1,713.00	\$88.77	\$7.40
\$325,000	\$1,879.45	\$97.40	\$8.12
\$350,000	\$2,045.89	\$106.02	\$8.84
\$375,000	\$2,212.34	\$114.65	\$9.55
\$400,000	\$2,378.78	\$123.27	\$10.27
\$425,000	\$2,545.23	\$131.90	\$10.99
\$450,000	\$2,711.67	\$140.52	\$11.71
\$475,000	\$2,878.12	\$149.15	\$12.43
\$500,000	\$3,044.56	\$157.77	\$13.15
\$525,000	\$3,211.01	\$166.40	\$13.87
\$550,000	\$3,377.45	\$175.02	\$14.59
\$575,000	\$3,543.90	\$183.65	\$15.30
\$600,000	\$3,710.34	\$192.27	\$16.02
\$625,000	\$3,876.79	\$200.90	\$16.74
\$650,000	\$4,043.23	\$209.52	\$17.46
\$675,000	\$4,209.68	\$218.15	\$18.18
\$700,000	\$4,376.12	\$226.77	\$18.90



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: Resolution 53-25 Proposed 2026 Housing & Redevelopment Authority Levy and Budget

Purpose:

City Council approval of Resolution 53-25, the Proposed 2026 HRA Levy and Budget.

Background:

The HRA is considered a special taxing district and its levy is adopted separately from the City levy. The City Council is required to adopt a proposed budget for the following year and certify its proposed property tax levy to the county auditor on or before September 30th. An overview of the proposed 2026 budget was presented to council on August 27. A more detailed presentation of the HRA budget and levy was presented to council on September 9.

The amount of the levy shall be an amount approved by the governing body of the city, but shall not exceed 0.0185 percent of estimated market value. Per the County Auditor & Assessor, the 2024 estimated market value was \$2,741,293,500. The allowable levy would be \$507,139 compared to the requested levy of \$230,000.

The final levy amount and budget will be presented on December 2nd at 6:00 p.m. Council can approve a final levy amount that is lower but not greater than the proposed levy amount.

Budget Impact:

This will set the HRA proposed levy and proposed budget for 2026.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 53-25 HRA Preliminary Levy

RESOLUTION NO. 53-25

A RESOLUTION AUTHORIZING THE LEVY AND APPROVING THE PRELIMINARY
BUDGET FOR THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY
OF OWATONNA

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota, that the Housing and Redevelopment Authority of the City of Owatonna is hereby empowered to levy for collection in the year 2026 a tax on the properties of the City in an amount of \$230,000 for the purposes authorized in Minnesota Statutes 469.001 to 469.047, as authorized in Minnesota Statutes 469.033, Subd. 6.

A budget of \$2,017,654 in expenditures for fiscal year commencing January 1, 2026, is being proposed.

The city council will meet on December 2, 2025 at 6:00 pm to present details on the 2026 budget and receive input from public.

That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

Passed and adopted this ____ day of _____, 2025, with
the following vote: Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2025.

Matt T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Resolution 54-25 Declare Costs to be Assessed - Weed and Nuisance Compliance

Purpose:

Declare the cost to be assessed and order preparation of the Proposed Assessments for unpaid weed and nuisance expenditures incurred by the City during 2025.

Background:

The Owatonna Fire Department enforces the city codes for mowing of weeds and grass, other harmful vegetation, and other services by using a mowing service to bring noncompliant properties into compliance.

Budget Impact:

The total assessment amount of \$5,483.30 will reimburse the city for the cost of weed and nuisance enforcement. The City's share of these costs will be \$0.

Staff Recommendation:

Staff recommends approval of Resolution 54-25.

Attachments:

1. Res 54-25 Cost Assessed for Mowing

RESOLUTION NO. 54-25

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

WHEREAS, the City has conducted the 2025 Mowing of Weeds, Grasses, and Other Harmful Vegetation on various lots in the City, and the cost of such service is \$5,483.30 so that the total cost of the improvement will be \$5,483.30, and of this cost the City will pay an estimated \$0 as its share of the cost,

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

1. The estimated cost of such service to be specially assessed is hereby declared to be \$5,483.30.

2. The City Clerk, with the assistance of the City Fire Chief, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.

3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Passed and adopted this _____ day of _____, 2025, with

the following vote: Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Resolution 55-25 Set Date for Public Hearing — Proposed Assessments —
Weed and Nuisance Compliance

Purpose:

Set the date for a public hearing for council consideration of the proposed assessments for unpaid weed and nuisance expenditures incurred by the City during 2025.

Background:

The Owatonna Fire Department enforces the city codes on mowing of weeds, grass, other harmful vegetation, and other services by using a mowing service to bring non-compliant properties into compliance.

Budget Impact:

The total assessment amount of \$5,483.30 will reimburse the city for the cost of weed and nuisance enforcement. The City's share of these costs will be \$0.

Staff Recommendation:

Staff recommends approval of Resolution 55-25, setting the public hearing for October 21, 2025.

Attachments:

1. Res 55-25 Set Public Hearing Date - Mowing Assessments

RESOLUTION NO. 55-25

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution No. 54-25, passed by the Council on September 16, 2025, the City Clerk was directed to prepare a proposed assessment of the cost of the 2025 Mowing of Weeds, Grasses, and Other Harmful Vegetation on various lots in the City; and

WHEREAS, the Clerk has notified the Council that such proposed assessment has been completed and filed in his office for public inspection,

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

1. A hearing shall be held at a regular City Council meeting to be held on the 21st day of October 2025, in the Council Chambers of the City Administration Building at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

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

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

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk



DATE: September 16, 2025
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: Resolution 56-25 FAA Grant Agreement - Airport Taxilane and Parking Lot Reconstruction Project

Purpose:

Request council approval of Resolution 56-25 authorizing the acceptance of an anticipated FAA Grant Agreement for the Airport Taxilane and Parking Lot Reconstruction Project.

Background:

This project consists of the reconstruction of a taxilane pavement section in the hangar building area and the automobile parking lot and access road. Both pavement areas are beyond their useful life and deteriorated to the point that reconstruction is recommended by the engineer.

Funding is available under Public Law 117-58—Infrastructure Investment and Jobs Act referred to as the Bipartisan Infrastructure Law (BIL). These funds are to be administered by the FAA and directed to airport infrastructure improvements. Signed grants are due back to the FAA Airport District Office (ADO) before the end of September 2025. The next City Council meeting is not scheduled until October 7th. This project grant is anticipated but is not yet in hand from the FAA. Therefore, in order to meet the FAA deadline, this approval authorizes acceptance by signature of the City Administrator upon receipt.

Budget Impact:

The anticipated FAA grant offer is for \$541,747.00 for all eligible project costs including engineering, construction, and administrative costs. Anticipated funding for this project is as follows:

Federal Participation:	\$ 541,747.00
State Participation:	49,566.00
Local Participation:	<u>28,550.00</u>
Total:	\$ 619,863.00

The project grant eligibility is generally 95% federal with an additional 2.5% state funding. There are certain portions of the work that are not federally eligible but would be state eligible. Based on these eligibility determinations, the local share of the project is anticipated to be \$28,550.00.

Staff Recommendation:

Staff recommends approval of Resolution 56-25 and authorizes appropriate signatures upon receipt of the anticipated grant in the amount of \$541,747.00.

Attachments:

1. Res 56-25 Accepting FAA Grant - Taxilane and Parking Lot 2025

RESOLUTION NO. 56-25

A RESOLUTION FOR AUTHORIZATION TO EXECUTE
FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT
FOR THE AIRPORT TAXILANE AND PARKING LOT
RECONSTRUCTION PROJECT

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

1. Federal Aviation Administration Grant Agreement **number A.I.G. 3-27-0074-028-2025** is for the Taxilane and Parking Lot Reconstruction project at the Owatonna Degner Regional Airport.

2. That the Mayor and City Clerk are hereby authorized to execute this Agreement and any amendments thereto for and on behalf of the City of Owatonna upon receiving the grant in the amount of \$541,747.00.

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:

Jenna L. Tuma, City Administrator/City Clerk



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Mark Walbran - City Attorney
SUBJECT: Resolution 57-25 Purchase Agreement - 515 W Bridge Street - ISD #761

Purpose:

The purpose of Resolution 57-25 is to authorize the City Council to enter into a Purchase Agreement to purchase the premises located at 515 West Bridge Street, the former Administration Building of Independent School District No. 761 (ISD 761). It is the intention of the City to use the property as the interim location for the Law Enforcement Center.

This Agreement is subject to and conditioned upon the City's determination, in its sole discretion, that the condition of the property, including the environmental condition of the property, is acceptable to the City for its intended use.

Background:

The Law Enforcement Center (LEC), located at the corner of Pearl Street and Elm Avenue, was formerly the site of the Owatonna Savings & Loan before it was converted to the LEC, which, until this year, housed both the City Police Department (OPD) and the Sheriff's Office. The OPD has outgrown the LEC building, which requires safety and facility upgrades and doesn't meet the current public safety needs. In 2026, the City plans to build new public safety facilities. The former School Administration building would serve as an interim location for OPD pending construction of the new facilities.

Budget Impact:

\$260,000 Purchase Agreement

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 57-25 Purchase Property - 515 W Bridge Street
2. Purchase Agreement

RESOLUTION NO. 57-25
A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT FOR THE
PURCHASE OF PROPERTY LOCATED AT 515 WEST BRIDGE STREET

WHEREAS, Independent School District No. 761 ("ISD 761") is owner of a certain parcel of real estate located at 515 West Bridge Street, the site of the former School Administration Building, the legal description of which is set forth in Exhibit A hereto attached; and

WHEREAS, ISD 761 has determined the property is no longer needed for its purposes; and

WHEREAS, the City finds and determines that it would be desirable and in the public interest to enter into an agreement to purchase the aforesaid property,

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

1. The City of Owatonna is authorized to enter into a Purchase Agreement for the purchase of the property described herein.
2. The Mayor and City Administrator are authorized to execute the Purchase Agreement and to do all other acts and things necessary and expedient to the purchase of the foregoing described property.
3. This Agreement is subject to and conditioned upon the City's determination, in its sole discretion, that the condition of the property, including the environmental condition of the property, is acceptable to the City for its intended use.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of September, 2025.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk

**PURCHASE AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT
NO. 761 (ISD No. 761)
AND
CITY OF OWATONNA**

Dated: _____ (the “Effective Date”)

1. **Parties.** The parties to this Purchase Agreement (this “Agreement”) are:

a. Independent School District No. 761 (ISDN 761) (“Seller”)

Attn: _____

b. City of Owatonna, Minnesota, a Minnesota municipal corporation (“Buyer”)

Attn: Jenna Tuma, City Administrator, City of Owatonna, 540 West Hills Circle, Owatonna, MN 55060.

This Agreement sometimes refers to Seller and Buyer individually as a “Party” and collectively as the “Parties”.

2. **Property.** The real property that is the subject of this Agreement is located in the City of Owatonna, Steele County, Minnesota, and is legally described on the attached **Exhibit A** (the “Property”). The term “Property”, as used in this Agreement, will include any improvements and fixtures located on the Property and all hereditaments and appurtenances to the Property.

3. **Purchase and Sale.** For and in consideration of the sum of Two Hundred Sixty Thousand and no/100ths Dollars (\$260,000.00) (the “Purchase Price”) and in consideration of the mutual promises set forth herein, Seller agrees to sell the Property to Buyer pursuant to the terms of this Agreement and Buyer agrees to purchase the Property from Seller pursuant to the terms of this Agreement.

a. Within ten (10) business days of the Effective Date, Buyer will deliver to Near North Title Group (NNTG) (the “Title Company”) a deposit in the amount Ten Thousand and 00/100 dollars (\$10,000.00) (the “Earnest Money”). The Earnest Money shall be applicable to the Purchase Price at Closing.

b. The balance of \$250,000.00 shall be paid at Closing, **as provided in Section 10.**

4. **Conveyance Terms.** At Closing, Seller will execute and deliver to Buyer a Warranty Deed conveying fee title to the Property to Buyer subject only to:

a. Building, zoning and subdivision statutes, laws, ordinances and regulations;

b. Reservations of minerals or of mineral rights in favor of the State of

- Minnesota, if any;
 - c. Covenants, conditions, restrictions and easements of record, if any;
 - d. Rights of tenants of the Property;
 - e. Any defects in the marketability of Seller's actual or record title to the Property which exist as of the Date of Closing (defined below) and which Buyer does not object to pursuant to the provisions of **Section 8** below (hereinafter, collectively, the "Permitted Encumbrances").
5. **Seller's Disclosure.** Within ten (10) days of the Effective Date, Seller will deliver to Buyer such of the following as are currently in Seller's possession or readily available to Seller:
- a. Any documentation relating to the Property including, but not limited to correspondence, notices, reports, test results and any other documents whether hard copy or electronically stored pertaining to "Hazardous Substances" more specifically defined in **Exhibit B** attached.
 - b. Any unrecorded Covenants, conditions, restrictions and easements, if any.
6. **Buyer's Inspection.** At all times prior to the Date of Closing, Buyer and its agents will have the right, upon reasonable notice to Seller, to go upon the Property to inspect the Property and to determine the condition of the Property and the improvements located thereon; including, specifically, environmental testing to determine the presence or absence of hazardous substances, petroleum products and asbestos in, on, or about the Property. Buyer agrees to use reasonable efforts to avoid disturbing business operations on the Property during such testing. Buyer agrees to indemnify and defend Seller from and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys' fees, relating to or arising from Buyer's presence on the Property prior to the Date of Closing to the extent arising out of or relating to Buyer's entry on the Property in the course of inspections or testing as provided in this Agreement, and, on request to provide Seller with evidence that Buyer maintains reasonably adequate liability insurance, including contractual liability endorsement or provisions insuring Buyer's potential liabilities under this **Paragraph 6**. Buyer agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to Buyer's inspection. Buyer acknowledges that Buyer is purchasing the Property in reliance on Buyer's inspection of the Property pursuant to this Section and on Buyer's judgment regarding the sufficiency of such inspections.
7. **Evidence of Title.** As quickly as reasonably possible after the Effective Date of this Purchase Agreement:
- a. Seller shall deliver any abstract of title or a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider; b. Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title

searches, title examinations, abstracting, a title insurance commitment at Buyer's selection and cost and provide a copy to Seller.

8. **Examination of Title.** Within ten (10) days of Buyer's receipt of the above-referenced title commitment, Buyer may give Seller written notice of alleged defect(s) in the marketability of Seller's actual and record title to the Property and state the curative actions requested of Seller ("Objections").

Within ten (10) days of Seller's receipt of Buyer's Objections, Seller will notify Buyer, in writing, if Seller will attempt to make Seller's title to the Property marketable. If Seller notifies Buyer that Seller will attempt to make Seller's title to the Property marketable, Seller will have up to thirty (30) days from Seller's notice to Buyer of Seller's intent to make the Property marketable, (the "Cure Period"), or to obtain appropriate modifications to the Title Commitment and, if necessary, the Date of Closing will be rescheduled accordingly. **The Cure Period may be extended by the Parties by mutual agreement.** If Seller makes Seller's title marketable within the Cure Period, Seller will notify Buyer, in writing, and the Parties will close pursuant to the terms of this Agreement.

Any defects in the marketability of Seller's title to the Property which Buyer does not object to, in writing, within the time period set forth above, will be deemed Permitted Encumbrances.

Buyer specifically agrees that notwithstanding the continued existence of a defect or defects in the marketability of Seller's title to the Property, Seller will be deemed to have satisfied Buyer's Objections if Buyer's title insurer removes the matters giving rise to such defects from the list of requirements and/or exceptions set forth in the Title Commitment or agrees to endorse the Title Commitment to insure Buyer against loss or damage resulting directly from the matters giving rise to such defect(s).

Notwithstanding any provisions herein, Seller must satisfy all liens on the Property on or before the Date of Closing. If Seller notifies Buyer that Seller does not intend to cure Buyer's Objections or if Seller notifies Buyer that Seller intends to cure Buyer's Objections to title but is unable to do so or obtain appropriate modifications to the Title Commitment within the Cure Period, Buyer may either:

- a. terminate this Agreement pursuant to the procedures set forth in **Section 17**; or
- b. notify Seller that Buyer waives Buyer's Objections. If Buyer waives Buyer's Objections, the matters giving rise to such Objections will be deemed a Permitted Encumbrance and the Parties will fully perform their obligations under this Agreement.

If Buyer does not notify Seller of Buyer's election to terminate this Agreement pursuant to subsection (a) above or waive Buyer's Objections pursuant to subsection (b) above within fourteen (14) days of the expiration of the Cure Period provided for above, it will be

deemed a waiver of Buyer's right to terminate and this Agreement shall continue in full force and effect.

9. **Contingencies.** It is understood and agreed by and between the parties hereto that the respective obligations of Buyer and Seller set forth herein shall be subject to and conditional upon the satisfaction of the conditions set forth herein. Upon the failure of any condition precedent, Sellers shall refund the earnest money herein paid to Buyer and this Agreement shall thereupon terminate and be of no further force or effect. The conditions precedent are:

a. Sellers conveying marketable title to the Real Property, free and clear of all liens or encumbrances whatsoever (except as set forth in Section 4, d. herein).

b. Buyer's determination, in Buyer's sole discretion, that the condition of the Property, including the environmental condition of the Property, is acceptable to the Buyer's for its intended use.

10. **Closing.** The Parties will close in escrow through the offices of Near North Title Group (NNTG), Owatonna, MN, on or before _____ (or "Date of Closing"), or such later date as the Parties may establish at which time the closing of the purchase and sale (the "Closing") will take place, subject to the terms and conditions contained herein, including the fulfillment of the following:

a. Seller will:

(i) execute and/or deliver to the Title Company for recording in the appropriate county land records any documents necessary to establish Seller's title to the Property, subject only to Permitted Encumbrances;

(ii) execute and deliver to Buyer the Warranty Deed described in **Section 4** above;

(iii) execute and deliver to Buyer and Buyer's title insurer, if any, an appropriate Minnesota form affidavit evidencing the absence of bankruptcies, judgments, tax liens or marriage dissolution proceedings involving parties with the same or similar names as Seller and evidencing the absence of mechanic's lien rights affecting the Property, unrecorded interests affecting the Property, persons in possession of the Property and known encroachments or boundary line questions affecting the Property;

(iv) execute and deliver to Buyer a non-foreign affidavit containing such information as is required under Section 1445(b)(2) of the Internal Revenue Code and any regulations relating thereto;

(v) execute and deliver to the Title Company or other appropriate party any appropriate Federal Income Tax Reporting Forms;

- (vi) execute and deliver to the closing agent a completed Minnesota Department of Health Well Disclosure Certificate or include on the deed described in **Section 4** the statement “Seller certifies that Seller does not know of any wells on the described real property” or the statement “I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate”; and

b. Buyer will:

- (i) tender the Purchase Price to Seller pursuant to the provisions of **Section 3**.

11. **Possession; Condition of Property at Closing; Prorations.** Upon Buyer’s full performance of Buyer’s obligations under this Agreement, at closing Seller will deliver possession of the Property to Buyer. Seller will contact all utility providers, including, but not limited to electric, natural gas, sewer and water (“Utility Providers”), and arrange for final, private utility meter reading(s) on or before the Date of Closing and will arrange for Utility Providers to close all of Seller’s accounts on the Date of Closing. Buyer will contact Utility Providers on the Date of Closing and transfer such utilities from Seller’s name to Buyer’s name.

12. **Real Estate Taxes and Special Assessments.** The Parties will pay the real estate taxes (“Real Estate Taxes”), and special assessments (“Special Assessments”) as follows:

- a. On or before the Date of Closing, Seller will pay Real Estate Taxes and Special Assessments, if any, and any penalties and interest thereon, due and payable with respect to the Property for all years prior to the year of Closing;
- b. Buyer and Seller will pro-rate the Real Estate Taxes, if any, and installments of Special Assessments, if any, due and payable in the year of Closing, on a per-diem basis, using a calendar year, to the Date of Closing. The Parties will pro-rate these amounts using current year real estate tax information, if available, and, if current year real estate tax information is not available, using the amount of the Real Estate Taxes and Special Assessments due and payable in the year immediately preceding the year of Closing. Any such pro-rations will be final, and no subsequent adjustments, refunds or additional payments will be made; and
- c. As of Closing, Buyer will pay and assume all Special Assessments pending, levied or deferred, and Buyer will pay all Real Estate Taxes and Special Assessments due and payable in the years following the year of Closing.

After Closing, Buyer acknowledges that the Property will not have tax exempt status unless Buyer takes the necessary steps to qualify the Property under the appropriate Minnesota statutes.

13. **Seller's Representations.** Seller represents to Buyer the following:

- a. Seller has the legal and corporate authority to enter into this Agreement and to sell the Property. The individuals executing this Agreement on behalf of Seller have the legal and corporate authority to execute this Agreement on behalf of Seller and to bind Seller.
- b. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as defined in Section 1445 of the Internal Revenue Code.
- c. There have been no bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the Property.
- d. To the best of Seller's actual knowledge, there are no unsatisfied judgments of record against Seller.
- e. To the best of Seller's actual knowledge, there are no state or federal tax liens filed against Seller.
- f. There has been no labor or materials furnished to the Property for which payment has not been paid.
- g. To the best of Seller's actual knowledge, there are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property.
- h. There are no persons in possession of any portion of the Property other than pursuant to a recorded document.
- i. To the best of Seller's actual knowledge, that there are no encroachments or boundary line questions affecting the Property.
- j. Seller is the fee owner of the Property subject only to Permitted Encumbrances.
- k. To the best of Seller's actual knowledge, the Property has legal access to a public right of way.
- l. Seller has not received notice of any new public improvement project(s), the cost of which a governmental entity may assess against the Property.
- m. To the best of Seller's actual knowledge there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending against Seller or involving any portion of the Property, and no third party has threatened Seller with commencement of any such action, litigation, investigation, condemnation or administrative proceeding.

n. Seller is not in default in the performance of any of Seller's obligations under any mortgage, contract for deed, easement agreement, covenant, condition, restriction or other instrument relating to the Property.

o. Hazardous Materials. To Seller's actual knowledge and except as otherwise disclosed under Sec. 5.a. "Seller's Disclosure", there are no Hazardous Materials on the Property in violation of law.

p. **Wells and Septic.** To Seller's knowledge, there are no "wells" on the Property within the meaning of Minn. Stat. § 103I, except for certain groundwater monitoring wells. To Seller's knowledge, there is no "subsurface sewage treatment system" within the meaning of Minn. Stat. Section 115.55 on or serving the Property. To Seller's knowledge, the sewage generated at the Property goes to a facility permitted by the Minnesota Pollution Control Agency.

q. **Storage Tanks.** To Seller's knowledge, no "aboveground storage tanks" or "underground tanks" (within the meaning of Minn. Stat. § 116.46) are located in, on or under the Property.

14. **Buyer's Representations.** Buyer hereby represents to Seller as follows:

a. Buyer represents that Buyer has the full and complete authority to enter into this Agreement and to purchase the Property. The individuals executing this Agreement on behalf of Buyer have the legal authority and the legal capacity to execute this Agreement on behalf of Buyer and to bind Buyer.

15. **Assignment.** Buyer may not assign Buyer's rights and obligations under this Agreement to a third party without the written consent of Seller. Seller may grant or withhold Seller's consent to an Assignment at Seller's sole discretion.

16. **Default.** If either Party defaults in the performance of any of such Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. **Buyer's Default.** If Buyer defaults in the obligation to close under this Agreement or otherwise defaults in its obligation under this Agreement, Seller will have the right to:

(i) Terminate this Agreement pursuant to Minnesota Statutes, § 559.21 and retain any Earnest Money and any interest which the Earnest Money has earned as liquidated damages, or

(ii) initiate a civil action to compel Buyer's specific performance of Buyer's obligations under this Agreement provided that Seller commences the

action within six (6) months of the date of Buyer's default. In any such action for specific performance, Seller may not recover Seller's attorneys' fees.

The remedies set forth in Section **16.a** are Seller's sole and exclusive remedies in the event of Buyer's failure to close.

b. Seller's Default. If Seller defaults in the performance of any of Seller's material obligations under this Agreement, Buyer may:

- (i) terminate this Agreement and Seller will refund to Buyer all Earnest Money and the sum of \$10,000.00 as liquidated damages which Buyer will receive as liquidated damages for Seller's default due to the difficulty and uncertainty of ascertaining Buyer's actual damages;
- (ii) initiate a civil action to compel Seller's specific performance of Seller's obligations under this Agreement, provided that Buyer commences such action within six (6) months of the date of Seller's default. In any such action for specific performance, Buyer may not recover Buyer's attorneys' fees.

The remedies set forth in this **Section 16.b** are Buyer's sole and exclusive remedies in the event of Seller's default.

17. **Other**. **This Agreement is subject to formal approval by the City Council**. If Seller fulfills all the conditions and covenants on its part as set forth herein, and Buyer fails to close, Buyer shall forfeit Ten Thousand (\$10,000.00) dollars of the earnest money, provided, however, if Buyer fails to close due to conditions and unforeseen events beyond its control due to *force majeure*, such as naturel disasters, acts of terrorism, strikes, government actions, such as new laws or orders, (other than the City), Acts of God, in which event Buyer shall not forfeit any earnest money.

18. **Termination**. Various sections of this Agreement allow Buyer and Seller to terminate this Agreement under certain conditions. The following procedures will govern the Parties' exercise of their termination rights:

- a. A Party intending to terminate this Agreement (the "Terminating Party") will notify the non-terminating Party (the "Non-Terminating Party"), in writing, of the Terminating Party's intent to terminate this Agreement.
- b. The Terminating Party's notice will recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and will describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.
- c. The Terminating Party's notice of termination will be effective as of the date the Terminating Party deposits the notice of termination with the United States

Postal Service, with all necessary postage paid, for delivery to the Non-Terminating Party via certified mail, return receipt requested, at the address set forth in **Section 1** above. If the Terminating Party delivers a notice of termination in a different manner than described in the preceding sentence, the notice of termination will be effective as of the date the Non-Terminating Party actually receives the notice of termination. The Terminating Party will also mail a copy of the notice of termination to the Parties' respective attorneys, if applicable, as provided for in **Section 20** below.

- d. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party will so notify the Terminating Party, in writing, within five (5) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.
- e. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate this Agreement, Buyer will execute and deliver to Seller a recordable quit claim deed conveying the Property to Seller, and on the receipt of such a quit claim deed, Seller will return or instruct the Earnest Money Agent to return the Earnest Money and any interest which the Earnest Money has earned to Buyer.
- f. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action will be entitled to recover the costs excluding attorneys' fees which such Party incurs in the action from the non-prevailing Party.

19. **Time.** Time is of the essence for all provisions of this Agreement.

20. **Survival of Terms.** The Parties' obligations under this Agreement and the representations and warranties which the Parties have recited in this Agreement will survive Closing and Seller's delivery of a deed to Buyer; provided, however, that any action for breach of an obligation, representation, or warranty must be brought within six months of the Closing Date.

21. **Notices.** All notices provided for in this Agreement will be in writing. The notice will be effective as of the date three (3) days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in **Section 1** above. If Party delivers a notice provided for in this Agreement in a different manner than described in the preceding sentence, notice will be effective as of the date the other Party actually receives the notice. The Party sending the notice will also mail a copy of the notice to the Parties' respective attorneys via first class United States mail at the addresses set forth below:

Seller: Independent School District No. 761
333 E. School Street
Owatonna, MN 55060
Attn:
Title:

Buyer: City of Owatonna
540 West Hills Circle
Owatonna, MN 55060
Attn: Jenna Tuma
Title: City Administrator
Attn: Emily Thamert
Title: Assist. City Administrator

22. **Miscellaneous.** Seller shall agree to repair the roof and skylights before the closing date.
23. **Full Agreement.** The Parties acknowledge that this instrument and any and all attachments or exhibits hereto represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.
24. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws will control its interpretation.
25. **No Contra Proferentem Presumption.** Both Seller and Buyer have participated in the drafting of this Agreement. Each has had the advice of its own separate legal counsel. In case of any issue as to the interpretation of this Agreement the *doctrine of contra proferentem* shall not apply and there shall be no presumption against either party as the drafter of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Dated: _____

SELLER:

INDEPENDENT SCHOOL DISTRICT NO. 761

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

BUYER:

CITY OF OWATONNA

By: _____
Matt Jessop
Its: Mayor

By: _____
Jenna Tuma
Its: City Administrator

EXHIBIT A
Legal Description of the Property

Parcel 1 PID

#17-127-0101

Legal Description:

Block 1, Lots 1,2,3,4 & North 70 feet of Lots 15,16,17, & 18 AND vacated alley O'Briens
Addition to the City of Owatonna, Minnesota.

EXHIBIT B

Hazardous Substances

“Hazardous Substance” means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release of disposal of which is regulated by, any Law or Regulation.

“Law or Regulation” means and includes the Comprehensive Environmental Response and Liability Act (“CERCLA” or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”) 42 U.S.C. §9601-9675; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”); the Clean Water Act 33 U.S.C. seq. and all state or local laws and regulations, including but not limited to Minnesota Statutes chapters 115 through 116F, as may be from time to time amended and any other federal, state, county, municipal, local or other statute, law ordinance or regulation which may relate to or deal with human health or the environment including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law, or ordinance.



CITY OF
OWATONNA

Miscellaneous



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Lease Agreement - 115 Rose Street East - Owatonna School District

Purpose:

Approve a Lease Agreement with Owatonna School District for property at 115 Rose Street E.

Background:

Staff has been working with the School District, the Chamber of Commerce, Owatonna Area Business Development Center (OABDC) and Owatonna Public Utilities on a retail incubator in the Rose Street Center. This idea was presented to the Council at a previous study session. The concept is to have the OABDC run the facility with entrepreneurial classes and business consulting. There would also be a maker space and welcome center in the facility.

The retail portion of the facility would be run by the MainStreet Director. The retail portion would include retail booths inside the building and 10x12 retail shops in the parking lot. The goal is to provide the necessary assistance to start up retail businesses and continue to give them support so that they can eventually move to storefronts downtown. The Owatonna School District would continue owning the building and lease the facility to the City, under the direction of the EDA. The school district will maintain usage of the 2 garage buildings along the alley. This allows the facility to have contributed services from Owatonna Public Utilities.

The OABDC would then sublease the facility from the City. This lease is for one year and will renew automatically for one-year terms unless otherwise terminated. The EDA approved the lease at their last meeting.

Budget Impact:

There are no anticipated costs for the City. The lease agreement states that the City is responsible for maintenance of the building and any property taxes; however, those expenses will be passed onto the OABDC in the sublease.

Staff Recommendation:

Staff would recommend approval of this lease agreement with Owatonna School District.

Attachments:

1. Lease Agreement

Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is between Independent School District No. 761, a Minnesota public corporation ("Landlord"), and City of Owatonna, a Minnesota municipal corporation ("Tenant"). Landlord and Tenant are each referred to herein as “Party,” and collectively, as the “Parties.”

In consideration of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

1. **Property.** The property subject to this Lease are the parcels located at 115 Rose Street East, Owatonna, Minnesota, PID 17-100-2020, 17-100-2019 and 17-100-2018, legally described as follows and as illustrated in Exhibit A (the “Property”):

Lots 15 and 16, and the west 49.5 feet of Lot 14, Block 20, Original Town, Steele County, Minnesota.

Excluded from this Lease are the buildings at the rear of the lots with PID Nos. 17-100-2018 and 17-100-2019.

2. **Term.** This term of this lease is one year beginning on October 1, 2025 (the “Term”). The lease shall renew automatically for one year terms unless otherwise terminated as provided herein.

3. **Rent.**

- a. The Tenant shall pay the Landlord a yearly installment of \$1.00 (“Base Rent”).
- b. All existing utilities, including natural gas, water and electric, shall be transferred to Tenant, and the costs of said utilities (“Utility Costs”) constitute Additional Rent for which Tenant is solely responsible.
- c. Any optic fiber, cable, telephone or other optional utility connections, and a subscription to use the installed security system if desired, shall be established by Tenant in Tenant’s name and paid for directly by Tenant. Landlord shall not be responsible for any such services.
- d. In the event the Property is deemed taxable under state law, all property taxes assessed against the Property shall also constitute Additional Rent for which Tenant is solely responsible. Said taxes

shall be prorated monthly and the amount provided by Landlord to Tenant.

4. **Use.** The intended use is as a small business incubator, with Tenant subleasing to other entities to promote business in the community. The Property shall not be subleased to, or used by, any person or entity providing educational services for grades Pre-K through 12 that is not affiliated with Landlord.
5. **Furnishings and Appliances.** The Property is not furnished. Tenant shall provide all necessary furnishings. No furnishings shall be permanently attached to the Property without Landlord's prior written consent.
6. **Indemnification and Insurance.**
 - a. Tenant expressly agrees to release Landlord and its agents and employees from all liability for any demands, damages, attorney's fees, court costs and disbursements actions or claims, including subrogation claims, arising from injury to person or property or any other claim arising out of or in connection with Tenant's use and occupancy of the Property, regardless of whether covered by insurance. Tenant's use and occupancy includes the use and occupancy of any sublessees. This clause excludes claims arising out of the grossly negligent, intentional, willful or wanton misconduct of the Landlord and its employees.
 - b. Tenant shall, at its sole cost and expense, obtain a general liability insurance policy against claims for personal injury, death, property damage or violation of constitutional or statutory rights occurring in connection with the use and occupancy of the Property by Tenant. The policy shall cover the Property as well as all personal property, equipment or materials that are carried into or used in or on the Property. Said policy must have limits of not less than \$2,000,000 combined single limit and obtained from an insurance carrier licensed to do business in the State of Minnesota. Landlord must be named in said insurance policy as an additional insured and Landlord must receive a Certificate of Insurance prior to commencement of the term of this Lease. The insurance policy may not be cancelled or revised without 30-days' written notice to Landlord.
7. **Early Termination.** The Tenant and Landlord shall have the right to terminate this Agreement at any time by providing at least 180 days'

written notice to the other party. In the event of termination by Landlord, the Tenant will remain responsible for the payment of Rent and Additional Rent during the notice period.

8. **Notices.** Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's Address:

Superintendent
Independent School District No. 761
333 E. School St.
Owatonna, MN 55060

Tenant's Address:

City Administrator
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Notice shall be deemed delivered when received by personal delivery or via certified mail.

9. **Access.** Upon the start of the Lease Term, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the Property. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord.
10. **Subletting.** The Tenant shall not sublet the Premises outside the intended use described in section 4 without written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any other subtenant.
11. **Assignment.** The Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.
12. **Right of Entry.** The Landlord shall have the right to enter the Premises at reasonable hours for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose.

13. **Maintenance, Repairs, or Alterations.** The Tenant shall, at their own expense, maintain premises in a clean and sanitary manner and shall surrender the same at termination hereof in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the Property without Landlord's written consent. The Tenant shall be responsible for repairs to the interior and exterior of the building as necessary to keep the building and property, including the HVAC systems, electrical and plumbing systems, and optic fiber, cable and telephone lines, pavement and accessibility requirements.
14. **Noise/Waste.** The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used in an unlawful manner.
15. **Compliance with Law.** The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.
16. **Default.** If either Party fails to comply with any of the financial or material provisions of this Agreement or materially fails to comply with any duties imposed by statute or State laws within 30 days after delivery of written notice by the other Party specifying the non-compliance and indicating the intention of the notifying party to terminate the Agreement by reason thereof, the notifying party may terminate this Agreement.
17. **Disputes.** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to negotiate amongst themselves in good faith before initiating litigation.
18. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby but rather shall be enforced to the maximum extent permitted by law.
19. **Surrender of Possession.** At the expiration of the tenancy, whether by lapse of time or otherwise, Tenant shall promptly remove all personal

property belonging to Tenant and any subtenants and surrender the Premises in good condition and repair, reasonable wear and tear excepted.

20. **Waiver.** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.
21. **Hazardous Materials.** The Tenant agrees not to store, or allow any sublessee to store, any materials of a hazardous nature (flammable, corrosive, explosive, etc.) on the Property.
22. **Governing Law.** This Agreement is to be governed under the laws of the State of Minnesota.
23. **Entire Agreement.** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.
24. **Right of First Offer.** Landlord hereby grants to Tenant a continuing Right of First Offer to purchase the Property during the “Right of First Offer Period,” which shall commence on the date of this Lease Agreement and shall terminate upon its expiration.
 - a. If, during the Right of First Offer Period, Landlord decides to sell the Property, Landlord shall provide to Tenant a letter of intent specifying the general terms upon which Landlord wishes to sell the Property (the “Offering Notice”). If Tenant desires to purchase the Property, Tenant shall, within 21 days after receipt of the Offering Notice, notify Landlord, in writing, either (i) that Tenant intends to exercise its Right of First Offer on the terms stated in the Offering Notice, or (ii) that Tenant declines to exercise its Right of First Offer. If Tenant fails to give such notice within such 21-business day period, Tenant will be deemed to have declined to exercise its Right of First Offer.
 - b. If Tenant declines to exercise, or is deemed to have declined to exercise, its Right of First Offer, Landlord will be entitled to sell the Property for a period of one year after the date of such declining or

deemed declining. Such sale by Landlord must be on substantially the same terms as in the Offering Notice. A sale on “substantially the same terms” as in the Offering Notice would mean (i) the net purchase price (i.e., taking into account commissions and other costs if same would be incurred in a sale to a third party but would not be incurred in a sale to Tenant) paid by a third party is at least 95% of the price presented in the Offering Notice, and (ii) the remaining terms are not materially more favorable to the purchaser than those in the Offering Notice. If the Landlord desires to complete a sale of the Property on terms substantially different than those included in the Offering Notice, Landlord must provide Tenant with an opportunity to buy the Property on such different terms and conditions, with another 21-day notice and response period. If at the end of one year Landlord has not completed a sale of the Property but still wishes to sell the Property, Landlord must again provide Tenant with an Offering Notice and start the process anew.

- c. If the Property is sold to a third party after compliance with the terms of this Exhibit, Tenant’s Right of First Offer thereafter shall be null and void and shall not be binding on such purchaser nor applicable to any subsequent sale of the Property.
- d. If the Tenant decides to purchase the Property under the terms of the Offering Notice, the Tenant shall within the 21-day period execute the letter of intent presented by the Landlord and make a non-refundable deposit per the terms of the letter of intent, and close the transaction within 60 days.
- e. Notwithstanding anything in the foregoing to the contrary, Tenant’s Right of First Offer shall not apply to, and Tenant shall have no right to purchase the Property in connection with, (i) the sale or transfer of the Property to an affiliate of Landlord, which shall include any entity which control, is controlled by or is under common control with Landlord, or any entity in which Landlord has a substantial economic interest or (ii) the sale or proposed sale of the Property where the Property is a portion of a package or portfolio sale including one or more additional properties.

[Signatures follow on next page.]

Independent School District No. 761

Mark Sebring, Board Chair

Date: _____

Tim Jensen, Board Clerk

Date: _____

City of Owatonna

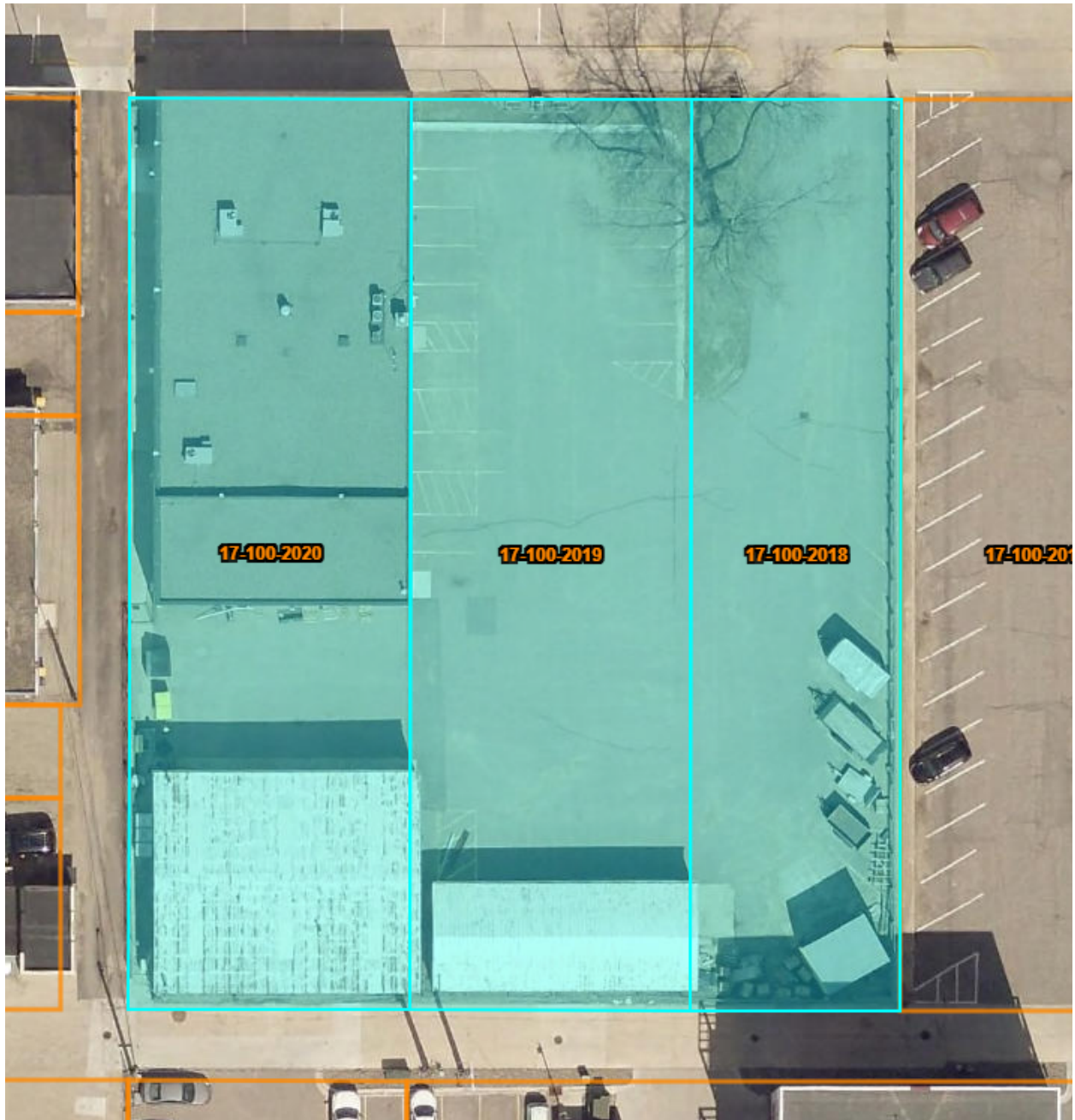
Matt Jessop, Mayor

Date: _____

Clerk-Treasurer

Date: _____

Exhibit A to Lease Agreement





DATE: September 16, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Sublease Agreement - 115 Rose Street East - Owatonna Area Business Development Center

Purpose:

Approve a Sublease Agreement with Owatonna Area Business Development Center.

Background:

This is the proposed sublease agreement with Owatonna Area Business Development Center (OABDC) for use of the Rose Street Center that was drafted by Mark Walbran. As sublessee, the OABDC accepts the terms set forth in the lease with the School District and in this sublease. The OABDC is planning on making some improvements to the facility before they occupy the space which will be at their own expense.

Budget Impact:

The OABDC is responsible for all costs associated with occupying the property. There are no anticipated costs to the City.

Staff Recommendation:

Staff recommends approval of this sublease agreement with Owatonna Area Business Development Center.

Attachments:

1. Sublease Agreement

Sublease Agreement

This Sublease Agreement (hereinafter referred to as the "Sublease") is between City of Owatonna, a Minnesota municipal corporation ("Sublessor") and Owatonna Area Business Development Center, a 501(c)3 non-profit corporation, ("Sublessee").

Sublessor and Sublessee are each referred to herein as "Party," and collectively, as the "Parties."

In consideration of the mutual promises and agreements contained herein, the Sublessor agrees to lease the Premises to Sublessee under the following terms and conditions:

Premises:

- A. On the _____ day of _____, 2025, Independent School District No. 761, a Minnesota public corporation ("Landlord") and City of Owatonna, a Minnesota municipal corporation ("Tenant"), entered into a Lease ("the "Master Lease"), a copy of which is attached hereto as Exhibit No. 1, to the Property located at 115 Rose Street East, Owatonna, Minnesota legally described therein (the "Property").

- B. Sublessee wants to sublease the property from Sublessor and Sublessor agrees to sublease the property to Sublessee, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the Premises and the mutual promises and agreements of the parties, Sublessor and Sublessee agree as follows:

Terms:

1. Sublease. Sublessor agrees to sublease the property to Sublessee and Sublessee accepts the Sublease, subject to the rent, terms, covenants, and conditions, all as set forth in the Master Lease and in this Sublease.
2. Effective Date. This Sublease is effective as of the date of the last signature below of the Parties and of the Landlord.
3. Term; Termination. The term of this Sublease is one year beginning on the Effective Date. The Sublease will renew automatically for one year terms unless otherwise terminated as provided herein. This Sublease shall automatically terminate, if not earlier, on the termination date of the Master Lease.

4. Sublessee represents and warrants that it has read the Sublease and acknowledges and agrees that:
 - (a) The terms, covenants, promises, and conditions of the Master Lease are incorporated herein by reference the same as if fully set forth herein;
 - (b) Sublessee shall comply with and be bound by all of the terms, covenants, promises, and conditions of the Master Lease and this Sublease.
5. Sublessor shall duly observe and perform those obligations imposed upon it as the Tenant under the Master Lease to the extent such obligations are not provided in this Sublease to be observed or performed by the Sublessee, except with respect to any failure in such observance or performance which results from any default by Sublessee.
6. Sublessor warrants and represents to Sublessee that on the Effective Date:
 - (a) The Master Lease is valid and existing, there are no existing defaults on the part of the Landlord or the Tenant with respect thereto, and the Landlord does not hold any claim against the Tenant;
7. In consideration for this Sublease, Sublessee shall pay, observe, or perform the following:

Rent:

- a. The Sublessee shall pay the Sublessor a yearly installment of \$1.00 (“Base Rent”).
- b. All existing utilities, including natural gas, water, electricity, and sewer, shall be transferred to Sublessee, and the costs of said utilities (“Utility Costs”) constitute Additional Rent for which Sublessee is solely responsible.
- c. Any optic fiber, cable, telephone or other optional utility connections, and a subscription to use the installed security system if desired, shall be established by Sublessee in Sublessee’s name and paid for directly by Sublessee. The Landlord and Sublessor shall not be responsible for any such services.
- d. In the event the Property is deemed taxable under state law, all property taxes assessed against the Property shall also constitute Additional Rent for which Sublessee is solely responsible. The taxes shall be timely paid by Sublessee to Sublessor.

Indemnification and Insurance:

- a. Sublessee expressly agrees to release Sublessor and Landlord, their agents and employees from all liability for any demands, damages, attorney's fees, court costs and disbursements actions or claims, including subrogation claims, arising from injury to person or property or any other claim arising out of or in connection with Sublessee's use and occupancy of the Property, regardless of whether covered by insurance. Sublessee's use and occupancy includes the use and occupancy of any Sub-Sublessee or Licensee, that is, any person who rents any part of the Property from Sublessee. This clause excludes claims arising out of the negligent, intentional, willful or wanton misconduct of the Sublessor and its employees.
- b. Sublessee shall, at its sole cost and expense, obtain a general liability insurance policy to insure against claims for personal injury, death, property damage or violation of constitutional or statutory rights occurring in connection with the use and occupancy of the Property by Sublessee. The policy shall cover the Property as well as all personal property, equipment or materials that are carried into or used in or on the Property. Said policy shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 annual aggregate obtained from

an insurance carrier licensed to do business in the State of Minnesota, and approved by Sublessor. Sublessor must be named in said insurance policy as an additional insured. Sublessor must receive the Certificate of Insurance prior to commencement of the term of this Sublease. The insurance policy may not be cancelled or revised without 30-days' written notice to Sublessor.

Notices:

Any notices shall be in writing and sent by certified mail, return receipt requested, or by personal delivery to:

Sublessor:

City of Owatonna

Attn: Jenna Tuma

City Administrator

540 West Hills Circle

Owatonna, MN 55060

Sublessee:

Owatonna Area Business Development Center

Owatonna, MN 55060

8. This Agreement together with the Exhibits hereto attached contains the entire agreement and understanding between the parties hereto with respect to the Premises, and there are no other terms, covenants, obligations, or representations, oral or written, of any kind whatsoever.
9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors, and assigns, and may not be revoked or amended, except by instrument, in writing, subscribed by the Parties and the Landlord.
10. This Agreement shall be interpreted and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties hereto and the Landlord have executed this Sublease Agreement on the dates below.

[Signatures follow on next page.]

Owatonna Area Business Development Center

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

City of Owatonna

Matt Jessop, Mayor

Date: _____

Jenna Tuma, City Administrator

Date: _____

Approval by Landlord

Independent School District No. 761

Mark Sebring, Board Chair

Date: _____

Tim Jensen, Board Clerk

Date: _____



DATE: September 16, 2025
TO: Mayor and City Council
FROM: Emily Thamert, Assistant City Administrator/Human Resources Director
SUBJECT: Personnel Policy Revision - Chapter 8.4 Earned Sick and Safe Leave

Purpose:

Adopt revision to the Personnel Manual in Ch. 8.4 Earned Sick and Safe Leave.

Background:

Update language in Ch. 8.4 Earned Sick and Safe Leave to comply with new state legislative requirements. The change will change the number of days when an employee uses Earned Sick and Safe time for more than three (e) days to two (2) consecutive days for when the City may require appropriate supporting documentation, such as medical documentation supporting medical leave, court records or related documentation to support safety leave.

Budget Impact:

There is no budget impact from the proposed policy changes.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Ch. 8 Earned Sick & Safe Leave with Proposed Edit

Availability

Accrued vacation becomes available upon completing six (6) months of continuous employment.

Scheduling Vacation Leave

Department directors are responsible for scheduling vacation leaves for employees under their supervision. Preference in scheduling shall be based on seniority. Consideration shall be given to seasonal demands and departmental staffing needs before granting any vacation leave requests. Vacation leaves will not be permitted to interrupt service to the community. The least amount of time that may be authorized for vacation is one (1) hour.

8.4 EARNED SICK AND SAFE LEAVE

“Earned Sick and Safe Leave” is paid time off for all part-time, temporary, and/or non-benefit earning employees working less than twenty (20) hours per week, performing work for at least eighty (80) hours in a year for the City. Sick and safe leave accrues at a rate of one (1) hour of leave time for every thirty (30) hours worked by an employee, up to a maximum of forty-eight (48) hours of sick and safe leave per year.

The City’s Paid Time Off (PTO) and Vacation policies fully meet the requirements of Minnesota’s Earned Sick and Safe Leave laws, as such, only employees not eligible for PTO or Vacation leave (including part-time, temporary, or other non-benefit earning employees) will be eligible for Earned Sick and Safe Leave under this policy.

The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City and is administered on a 12-month calendar year basis.

Earned Sick and Safe Leave Use

Leave under this policy may be used as it is accrued in the smallest increment of time tracked by the City’s payroll system (15-minute increments) for the following circumstances:

An employee’s own:

- 1 Mental or physical illness, injury or other health condition
- 2 Need for medical diagnosis, care or treatment, of a mental or physical illness injury or health condition
- 3 Need for preventative care
- 4 Closure of the employee’s place of business due to weather or other public

emergency

- 5 The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- 6 Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

Care of a family member:

- 1 With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- 2 Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For Earned Sick and Safe Leave purposes, family member includes an employee's:

1. Spouse or registered domestic partner
2. Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
3. Sibling, step sibling or foster sibling
4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
5. Grandchild, foster grandchild or step grandchild
6. Grandparent or step grandparent
7. A child of a sibling of the employee
8. A sibling of the parent of the employee or
9. A child-in-law or sibling-in-law
10. Any of the above family members of a spouse or registered domestic partner
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
12. Up to one individual annually designated by the employee

Advance Notice for Use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the City requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable.

When an employee uses Earned Sick and Safe time for more than ~~three (3)~~two (2) consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the City will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

Carry Over of Earned Sick and Safe Leave

Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed eighty (80) hours.

Unused accrued Earned Sick and Safe Leave has no cash value and will not be paid out at the end of the year or upon separation from employment with the City.

Return to Work

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

Retaliation Prohibited

The City shall not terminate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

Complaints

An employee alleging a violation of the Minnesota Earned Sick and Safe Time Law may file a complaint with the Minnesota Department of Human Rights or the Minnesota Department of Labor and Industry.

8.5 FUNERAL LEAVE

The City of Owatonna may grant non-contract employees a maximum of three (3) days leave of absence with pay to attend the funeral of the employee's spouse, parent, child, brother, sister, grandchild, mother-in-law, or father-in-law. Employees may be granted a maximum of one (1) day leave of absence with pay to attend the funeral of the employee's grandparent. The PTO Plan replaces city policies on vacation, sick leave, medical appointments, and funeral leave and combines these benefits into a single plan.