



CITY COUNCIL MEETING
Wednesday, November 5, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Council Members Boeke, McCann, Svenby, Voss,
Dotson, Burbank, and Raney

Prior to the City Council Meeting

5:30 p.m. - Study Session in Council Chambers to discuss these items: Fire Rental Licensing; Abdo's Finance Department Structure Review by Jodi Bursheim, Preview of the CGMC Fall Conference, Council President Kevin Raney; Investment Updates, Brian Johnson, Director of Investment Services at Ehlers, Inc; and Updates to Proposed Ordinance for Cannabis Regulation.

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

1.1. Council Agenda

1.2. Public Hearing - Proposed Assessments 2024 Street & Utility Project

1.2.1. Resolution 74-25 Adopt Assessments - 2024 Street & Utility Project

1.3. Mayor Jessop

1.3.1. Proclamations - Landen Sturges, Eagle Scout, Logan Halverson, Eagle Scout, and DECA Week

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – October 21, 2025

2.2. Minutes - Boards & Commissions

2.2.1. Library Board Minutes — September 18, 2025

2.3. Department Reports

2.3.1. Fire - Monthly Dashboard and Activity Report — September 2025

2.4. Licenses/Permits

2.4.1. Event Permit - Lighted Holiday Parade & Lighting of the Trees in Central Park - December 5, 2025

2.4.2. Event Permit - Turkey Trot - Bethel Church - November 22, 2025

2.5. Miscellaneous

2.5.1. Renew Lease Agreement - Steele County Healthy Seniors

2.5.2. Renew Facility Use Agreement - Owatonna Church of Christ

2.5.3. Change Order 1 - City Hall Masonry Repair - Innovative Masonry Restoration

2.5.4. LEC Snow and Ice Removal Service - From the Ground Up

2.5.5. Fire Training Agreement - Riverland Community College

2.5.6. T-Hangar Lease Agreement - Matt Frank/Peak 8 Aviation LLC

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 25-12 - Amend City Code Chapter 122: Cannabis Regulation

3.2.1.1. Publication Summary - Ordinance 1678 - Amend City Code Chapter 122, Cannabis Regulation

3.3. Resolutions

3.3.1. Resolution 75-25: Approve Feasibility Report & Set Date for Public Hearing - 2026 18th Street SE Reconstruction

3.4. Miscellaneous

4. STAFF REPORTS - Troy Klecker, Community Development Director

5. PUBLIC COMMENTS: Please limit comments to three (3) 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 three 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 meet with City Attorney Walbran to discuss the tentative settlement of the City's Claims against the provider of the materials, the project engineer, and the general contractor of the North Cedar Avenue Streetscape Project.

7. ADJOURN

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Wednesday, November 5, 2025, in the Chambers at the Charles S. Crandall Center, 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the 2024 Street & Utility Project.

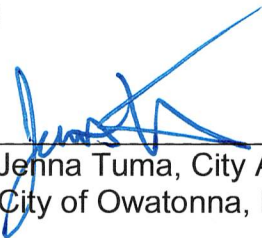
The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurements or calculation is in error, we would appreciate it if you would call the City Engineer's Office or the City Clerk's Office to discuss the proposed assessment before the hearing.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk. No such 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 proposed assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

Declared costs of improvement of the 2024 Street & Utility Project were \$1,512,769.24 of which \$90,516.40, is proposed to be specially assessed.

The City Council has provided that anyone 65 years of age, or older, owning and occupying a homestead, may ask for and receive deferment of a special assessment against that homestead if that person meets the criteria established by the Council on April 2, 2012. Forms requesting this deferment are available at the office of the City Clerk.

By Order of the Council: October 7, 2025



Jenna Tuma, City Administrator/City Clerk
City of Owatonna, Minnesota



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 74-25 Adopt Assessments - 2024 Street & Utility Project

Purpose:

Requesting City Council approval of Resolution 74-25: Adopt Assessments for the 2024 Street & Utility Project with improvements to the following streets:

- McKinley Street W
- Anderson Place SW

Background:

Following notice to affected property owners and the public, a public hearing regarding the proposed assessments was held on Wednesday, November 5, 2025. Upon approval, notices of final assessment will be drafted and sent to affected property owners.

The assessments will be repaid over a 10-year period. Since this project is finishing in 2024, the recommended interest rate is 5.2% which is based on the 2024 bond issue true interest costs of 3.23%. State statute recommends setting assessment interest rates 1%-2% above the current bond issue rate.

Budget Impact:

The City of Owatonna will collect \$90,516.40 in assessments as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 74-25: Adopt Assessments 2024 Street and Utility Project

RESOLUTION NO. 74-25

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against abutting property for the cost of construction of the 2024 Street & Utility Project.

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

1. Such proposed assessment as amended, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of 5.2% (five and point two percent) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before December 5, 2025 or interest will be charged through December 31 of the next succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2025.

ATTEST:

Matthew T. Jessop, Mayor

Jenna M. Tuma, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Jessop



Proclamation

WHEREAS The Boy Scouts of America is an integral part of our community and benefits youth extensively, giving them a springboard for life; and

WHEREAS The mission of the Boy Scouts of America is to prepare young people to make ethical choices over their lifetime by instilling in them the values of the Scout Oath and Law; and

WHEREAS Landen Sturges, a member of Boy Scouts of America Troop #253 of Owatonna, has completed the requirements which find him worthy of the rank of Eagle Scout, the highest rank in the Boy Scouts of America; and

WHEREAS Landen serves as an example to our community's youth through his high level of personal achievement, leadership and community service.

NOW THEREFORE I, Matt Jessop, Mayor of the City of Owatonna, on behalf of the entire City Council and all our citizens, do hereby recognize and congratulate

Landen Sturges, Eagle Scout

for this outstanding accomplishment, extending our deepest appreciation for his service and best wishes for continued success in all his future endeavors. Witness my hand and the Official Seal of the City of Owatonna, MN on this 5th day of November 2025.

By: _____

Matt Jessop, Mayor





Proclamation

WHEREAS The Boy Scouts of America is an integral part of our community and benefits youth extensively, giving them a springboard for life; and

WHEREAS The mission of the Boy Scouts of America is to prepare young people to make ethical choices over their lifetime by instilling in them the values of the Scout Oath and Law; and

WHEREAS Logan Halverson, a member of Boy Scouts of America Troop #253 of Owatonna, has completed the requirements which find him worthy of the rank of Eagle Scout, the highest rank in the Boy Scouts of America; and

WHEREAS Logan serves as an example to our community's youth through his high level of personal achievement, leadership and community service.

NOW THEREFORE I, Matt Jessop, Mayor of the City of Owatonna, on behalf of the entire City Council and all our citizens, do hereby recognize and congratulate

Logan Halverson, Eagle Scout

for this outstanding accomplishment, extending our deepest appreciation for his service and best wishes for continued success in all his future endeavors. Witness my hand and the Official Seal of the City of Owatonna, MN on this 5th day of November 2025.

By: _____

Matt Jessop, Mayor





Proclamation

WHEREAS, this school is concerned with the business education and training of students for productive, satisfying careers; and

WHEREAS, DECA is recognized by the United States Department of Education as a national career and technical student organization and an integral part of career and technical education; and

WHEREAS, DECA is helping to develop leadership abilities, competency in business, marketing, and entrepreneurship, and interest in the American business system;

NOW, THEREFORE, I do hereby designate

November 3rd - November 7th, 2025 as

DECA WEEK

and urge all citizens to assist in according this observation the attention and importance it is so rightly entitled.

Matt Jessop, Mayor - Owatonna, MN

DECA President, Owatonna High School Chapter



CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes
October 21, 2025 – DRAFT COPY

On Tuesday, October 21, 2025 at 7:00 p.m., City Council President Raney called the regular session of Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Voss, Dotson, Burbank, Boeke, McCann, Svenby and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Fire Chief Hoffman; Police Chief Mundale, Finance Director Burns; IT Specialist Enz; Assistant City Administrator Thamert; City Administrator Tuma; and Administrative Coordinator Clawson.

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

Public Hearing - Proposed Assessments on Unpaid Costs for Grass/Weed Compliance

Fire Chief Hoffman commented that the Fire Department enforces the city codes for mowing weeds and grass, other harmful vegetation, and other services by using a mowing service to bring noncompliant properties into compliance. The Assessment Roll currently includes twenty parcels with a total proposed assessment amount of \$5,326.80. On September 16, 2025, Council approved Resolution 54-25 declaring unpaid costs for assessment at \$5,483.30; however, a payment of \$156.50 has been received. These assessments will reimburse the city for costs of weed and nuisance enforcement. The City's share of these costs will be \$0. At 7:02 p.m. the Public Hearing was open for comments regarding the Proposed Assessments. With no comments heard, at 7:03 p.m., Council Member Voss made a motion to close the public hearing, Council Member Dotson seconded the motion, all members voted aye in approval.

Resolution 70-25 Proposed Assessments - Unpaid Grass/Weed Compliance Costs

Fire Chief requested Council approval of Resolution 70-25 to adopt the Proposed Assessments for unpaid weed and nuisance expenditures incurred by the City. The recommended term of repayment was set at one (1) year at an interest rate of five and one half (5.5) percent per annum. Council Member Voss made a motion for approval, Council Member Burbank seconded the motion, and all members voted aye in approval.

Mayor Jessop

Mayor Jessop commented that prior tonight's meeting, he attended the Community Kickoff Event for Red Ribbon Week at the Owatonna High School. The 2025 Red Ribbon Week is this week, October 20-25, 2025. You can wear and display red ribbons to encourage a drug-free lifestyle during Red Ribbon Week and all year long, to make a visible statement that we are strongly committed to a drug-free society.

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 – October 7, 2025

Exempt Permit - Turkey Bingo, Owatonna Fire Relief Association - November 15, 2025

Five-Year Renewal Agreement – OpenGov ERP Software

OpenGov ERP has been in use by the City since 2021, providing essential support for financial management, budgeting, procurement, and public transparency. The platform is used by multiple departments and is integral to the City's daily operations and long-term planning. The proposed five-year agreement includes the following annual costs:

2026 \$178,249.64

2027 \$183,597.13

2028 \$189,105.04

2029 \$194,778.19

2030 \$200,621.54

This five-year agreement for ERP software services, with a 3% annual increase, supports the City's financial operations, transparency initiatives, and long-term digital modernization goals.

Council Member Boeke made a motion to approve the Consent Agenda Items, Council Member Svenby seconded this motion, all members present voted aye in approval.

Finance Report

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

21,575.54 Central Farm Service - fleet fuel

613,230.42 Crane Creek

- 25007 CIP overlay - est #1-final - \$538,337.44

- asphalt - \$74,892.98

34,950.00 Fairbo Air Conditioning & Heating

- tube heaters mechanical area & parks shop

159,943.22 From the Ground Up - July 2025 storm damage tree removal

32,577.60 Innovative Masonry Restoration - masonry repair & tuckpointing - pay est #1

60,449.23 Legence Subsidiary Holdings LLC (ICS)

- Public Safety Center - \$56,065.00

- Community Center \$4,384.23

32,739.62 Owatonna Area Chamber of Commerce - August lodging tax

155,629.92 Southeast Service Cooperative - October 2025 health ins premiums

231,282.02 Other Expenditures

\$ 1,342,477.57 Total Expenditures Presented for Approval

Council Member Boeke made a motion to approve payment of all bills presented, Council Member Svenby seconded the motion. Council Member Burbank inquired if a portion of the payment to From the Ground Up would be reimbursed by the state. Chief Hoffman confirmed this expenditure was included in the total submitted and anticipates a

reimbursement of 75%. This contracted labor, city staff and equipment costs were included in the total amount submitted which was in excess of \$800,000 for the city. With no additional comments, all members voted aye in approval.

First Reading Proposed Ordinance 25-12 - Amend City Code Chapter 122: Cannabis Regulation

City Attorney Walbran commented that the proposed amendment to Code Chapter 122 was discussed during the Study Session prior to the meeting and requested approval of the first reading to amended Code Chapter 122 to limit sales of low potency hemp products to establishments open to persons age 21-and over.

This year, the state legislature adopted an amendment requiring businesses selling low potency hemp products (LPHP) which were previously required to be registered with the Minnesota Department of Health under Minn. Stat. § 151.72 to be licensed instead. There are currently 43 LPHP retailers in Steele County, 12 of which are within our city limits.

On Monday, October 7, the City and County working group met again, including the County and City Administrators, OPD Chief, Community Development Director, Sheriff, and County Public Health Officials, to discuss whether our respective cannabis ordinances should be amended to include restrictions on the sale of LPHP products. It was the consensus of those at the meeting that it would be a hardship on existing LPHP retailers to comply with the adult use cannabis setbacks. Only 2 retailers would meet the current regulations. It was also the consensus of the group that "limiting youth access to such products is an important public health priority". Thus, we recommend that both the County Board and City Council amends their respective ordinances to only allow existing LPHP retailers which are open only to persons age 21 or older to register with the County once they are licensed by the Office of Cannabis Management (OCM). Any new license LPHP retailers seeking registration with the County will be required to meet the setbacks in effect at the time of registration. Similar to the adult use registration rules, registration approved for LPHP retailers would be limited to their existing location and would not be transferable.

Council Member Boeke made a motion for approval, Council Member McCann seconded the motions. With a roll call vote, voting aye were Council Members Burbank, Boeke, McCann, Svenby, Voss, Dotson and Raney and with no nay votes, the motion carried. The second reading of this proposed ordinance will be heard during the next Council Meeting on November 5th.

Council Member Dotson commented there were several unanswered questions during tonight's Study Session and requested additional discussion be included in the Study Session prior to the next meeting. Chief Mundale commented most of the change is mandated by state statute, the city can be more restrictive than the state statute and asked Council to provide list of their questions prior to the Study Session to prepare complete response.

Resolution 71-25 - Steele County Emergency Operation Plan

Fire Chief Hoffman commented that rather than developing and maintaining a separate Emergency Operation Plan (EOP) for the City of Owatonna, we participate with and are included in the Steele County Plan along with all the other communities in the county.

We are currently in the four-year planning cycle, this plan was last brought to council last in October 2021. We have just received approval from the state of Minnesota Department of Homeland Security and Emergency Management. The next step is to request local adoption of the Emergency Operation Plan by resolution. Steele County Emergency & Risk Management Director Kristen Sailer is also present to answer your questions.

With no questions presented, Council Member Voss made a motion to approve Resolution 71-25, Council Member Boeke seconded the motion and all members voted aye in approval.

Resolution 72-25 Select Vendor for Paid Family Medical Leave - Madison National Life Insurance Company

Human Resource Director Boss requested approval of Resolution 72-25 to select Madison National Life Insurance Company as the city's vendor for the Paid Family and Medical Leave (PFML) private plan, effective January 1, 2026. Effective January 1, 2026, Minnesota employers are required to participate in the Paid Family and Medical Leave (PFML) program under Minnesota Statutes, Chapter 268B, which provides partial wage replacement during qualifying family or medical leave. Employers may either participate in the state-administered plan or provide coverage through an approved private plan substitute.

The City intends to meet this requirement through a private plan administered by Madison National Life Insurance Company, the City's current long-term disability carrier. Madison National Life, through National Insurance Services (NIS), has provided a quote for PFML coverage at a rate of 0.78% of wages, with a one-year rate guarantee effective January 1, 2026. Under state law, premium contributions are shared between employers and employees; however, the city recommends funding 100% of the PFML premium for 2026 at estimated cost of \$140,000.

Council Member Svenby commented that the city should not bear full cost for this premium as it is not required by the state. He prefers the cost be split 50/50 between the city and employees, the employee's portion could be processed similar to tax deductions from the employee's pay.

Council Member Dotson agreed with Council Member Svenby's statement adding that employees also have a stake in this coverage requirement and should contribute towards the cost.

Human Resource Director Boss responded there are several reasons why the city has proposed covering 100% of the 2026 PFML premiums. This will ensure:

- Retention and Recruitment: Offering this benefit at no cost strengthens our overall compensation package, helping attract and retain quality employees in a highly competitive job market.

- **Employer of Choice:** Providing full coverage demonstrates the City's commitment to employee well-being and work-life balance, reinforcing our reputation as a supportive and forward-thinking employer, and aligns with our strategic plan.
- **Reduced Abuse and Operational Stability:** When employees contribute financially, there's often greater motivation to maximize leave usage since they are paying into the program. Covering the cost removes that incentive and supports more responsible and needs-based use of the benefit.
- **Workforce Stability:** By supporting employees during significant life events, the City helps reduce burnout and turnover, which in turn supports quality of service and lessens the strain of staffing shortages.
- **Administrative Simplicity:** Covering the full premium eliminates the need for payroll deductions or contribution tracking, reducing administrative complexity.

Council Member Voss thanked her for the explanation and said that he had also wanted employees to contribute towards this premium but now understands why it is proposed for city to pay in 2026 premium in full. Council Member McCann added that he was also totally against the city paying the full premium amount but after hearing the reasons why the city should pay the first year's premium in full, he will also support this but wants potential employee cost sharing in future years. Council Member Raney commented there have been many on-going changes to the required PMFL coverage, currently there is only a one-year plan available, prefers to agree with this plan and not have to reconsider the 2026 labor contracts, and also wants shared payment options considered next year. Council Member Voss made a motion to approve Resolution 72-25, Council Member Boeke seconded the motion, with five members voting aye and two nays, the motion was approved.

Resolution 73-25 Brazos Electronic Citation Software – LOGIS

Police Chief Mundale requested council approval of Resolution 73-25 to support Local Government Information Systems (LOGIS) for new citation software, there are no known alternatives at this time. The Steele-Rice 911 Center and many government units are served by LOGIS, a Joint Powers, intergovernmental consortium that provides police and fire software technology and support for tools such as mobile Computer-Aided Dispatch systems (CAD), mapping, records management systems (RMS), and field-based reporting (FBR).

The LOGIS Police Executive Steering Committee (PESC) has recommended upgrading its electronic citation software, currently APS/Ticketwriter, to Brazos on behalf of its member agencies for the following reasons:

- (1) Limitations to the current APS Product.
- (2) Lack of updated functionality, no future improvements or enhancements to the software.
- (3) Software security concerns were identified.

A LOGIS public safety development fund will contribute \$204,640 for new software integration. Each member agency is responsible for annual subscription fees based on their

agency's mobile licenses. OPD currently pays \$2,601.00 for mobile ticket writer software. The addition of the Brazos software will increase our citation software annual cost to \$7,413.00, a \$4,812.00 annual increase starting in FY2026. There is a need for this type of software to make electronic citations.

Council President Raney commented the 2026 Proposed Budget includes funding for new body cams and asked if this will be a separate additional program. Chief Mundale responded they will work together as both use CAD software. The LOGIS product allows integration to auto tag incidents which will assist in identifying files. Currently discovery issues occur if they manually mislabeled a file so they are asked to take time to properly tag information during calls, this software should shorten the length of our service calls. Council Member Burbank made a motion to approve Resolution 73-25, Council Member McCann seconded the motion, and all members voted aye in approval.

Letter of Support - Owatonna Area Chamber of Commerce Opposition to Diversion of Birthing Services from Owatonna

City Administrator Tuma requested approval of a Letter of Support to the Owatonna Area Chamber of Commerce for their opposition expressed to Mayo Clinic Health System proposal to divert birthing services from Owatonna. Growing and attracting families is vital to the health of our community needs and economy, and losing local delivery services undermines that effort. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion.

Council Member Burbank commented he was disappointed when he saw the e-mail that Mayo was going to shut down birthing at the hospital. Owatonna is a gem in this area of the state and with several hospitals closed in other cities, I would be disappointed if I was younger wanting to start a family and these services are available close by. Hopefully Mayo will look at the Quality of Life offered within Owatonna and reconsider this.

Council President Raney said he was also disappointed, the city has done many things to revitalize the city and serves as a regional hub. It is frustrating that a city with a population of 27,000 would be without birthing services. There is no city around us that do, we are in a birthing desert, this proposal to stop this service has to be stopped. Mayo has announced they plan to stop births in Owatonna as of Nov 16th, hopefully Allina and Mayo management realize this is wrong and can work this out.

Mayor Jessop commented that the Owatonna Hospital was founded in 1901, over the last 124 years, the city has grown and is now being stripped of local health care services. We have lost the Hospice House, the sleep lab, many specialists and specialized services. The loss of maternity care will have a lasting effect on Owatonna. Not only the city but people will also be affected, not just the care providers. It's time to put patients and not profits concern and time to give the citizens of Owatonna the care they deserve. I implore the leaders of Allina and Mayo to sit down and work this out, it will create problems for a lot of people and must be figured out. With no additional comments all members voted aye to approve the Letter of Support to the Owatonna Area Chamber of Commerce.

STAFF REPRT

Ryan Brown, IT Director commented that many staff utilize the OpenGov software. Staff have put a lot of effort into use of this software, and it is going well but there are also areas we can improve. He provided a presentation prepared by OpenGov which shared successes and opportunities they observed during review of the city's software usage. Five areas reviewed were: Financial Management, Budgeting and Reporting, Procurement, Asset Management and Permitting & Licensing.

Use of OpenGov supports the city's Core Values of Better Together, Community Stewardship and Pride in our Work. Council Member McCann asked if staff is recognizing the opportunities available? Director Brown responded it takes time to train staff and for them to become comfortable with the program. This process will continue for several years and each year it will become better. OpenGov touches every aspect of our business, and it will take time for all departments to get up to full usage of the software programs.

PUBLIC COMMENTS

Ashley Thorson, 233 Woodbridge Pl NE, commented she has lived in Owatonna for 10 years. She moved here because the clinic when she was a women's healthcare provider. She is currently not providing these services but now chooses to live here because of what this community offers her family with three small children. The decision Mayo announced this last week for the Owatonna campus, will have long term impact on the growth of this city. The longer it takes to change their decision, there is a higher risk of losing highly specialized staff. Hopefully, this can be resolved quickly, there is some incredible talent here which we would hate to lose. The city needs to help reach a solution and I appreciate that the city is trying to help resolve this issue because this will make a big impact on the city if birth services are stopped.

Brad Meier, OCC President/CEO thanked Ms. Thorson for her comments and also thanked the city for jumping into action on this matter. Today there was a meeting with the Mayor, City Administrator and Council Vice President Voss attending and I believe we will see some changes.

MAYOR AND COUNCIL COMMENTS:

Council Member Voss commented that a basic task of council is to listen to the people, and he has heard that basic birthing services are essential to this community. I appreciate the collaboration between the city and the Chamber, hoping everyone will stay calm with clear thoughts and this matter can be resolved.

Council Member Dotson commented that Halloween is next week and asked everyone to be mindful of kids out in their costumes.

City Administrator Tuma reminded everyone that November 15th is the beginning of winter parking ordinance and that the next City Council Meeting date was changed to

Wednesday, November 5th, because of the Special School Election on Tuesday, November the 4th.

Mayor Jessop commented that today he received a text from a friend asking what he could do to help change Mayo's proposal to stop birthing services in Owatonna. If these services would not have been available, his daughter would not be either. This is one story, one factual incident, without a center we could lose a lot, and this is something we cannot afford to do.

Council President Raney congratulated Annie Harmon and her husband, Josiah Hult on the birth of their daughter Harper, who is now in the NICU in Rochester. Sending a letter is not enough, we are hoping for a successful resolution. Both sides need to come to the table and the sooner we can do that, there is a better chance of being successful.

At 8:05 p.m., Council Member McCann made a motion to adjourn, Council Member Burbank seconded the motion, all members present voted nay and the meeting was closed.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board - Commission Minutes



LIBRARY BOARD MEETING MINUTES
Thursday, September 18, 2025, at 4:30 PM Gainey Room,
Owatonna Public Library

The Owatonna Public Library Board of Trustees held the monthly meeting on Thursday September 18, 2025. The meeting was held in the Owatonna Public Library Gainey Room at 4:30pm.

Present: Vice President Quinn Meyer, Trustee Karen Malin, Trustee Julianna Skluzacek, Trustee Annie Harman, Library Director Mark Blando, Librarian Darla Lager, Administrative Technician Maria Hanson

Absent: President Amy Tapp

1. Call to Order

The meeting was called to order by Vice President Meyer at 4:31 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. Approval of Last Meeting Minutes

4.a. Library Board Minutes - August 21, 2025

Trustee Malin moved, and Trustee Harman seconded to approve the minutes of the August 21, 2025, meeting. All ayes, motion approved.

5. City Council Library Board Minutes - Posting to Civic Send

Hanson shared the request to post Library Board minutes to the consent agenda of monthly city council meetings. Looking for recommendations from the board to post these minutes prior to board approval or after. The decision was made to post minutes to the city council agenda after library board approval of the minutes.

6. Children's Services Report

Darla Lager share highlights from August report. Storytime continued for August and was attended 6 times by 131 children and adults. For Create-Craft Day, 104 people attended. Several crafts were offered including rock painting, make a coin spinner, glass bead magnets and alligators out of craft sticks. Painting a rock was the most popular craft.

The final book fair was attended by 526 kids and 221 adults. Lager shared final numbers from Color Our World program. Kick off brought in 633 people, 22 Storytimes with 648 attending, 7 programs in June, July and August with 1041 people attending of all ages, and 3 bookfairs.

Blando stated these programs are a lot of work. Kudos to Darla and all library staff involved.

Lager shared next year's summer reading program is called "Unearth a story". The theme is about dinosaurs.

Harman commented on how we can promote numbers more on social media and share how important these programs are to keep and the significance of libraries. She suggested adding snippets to social media posts highlighting numbers of participants attending. Also to add information to local radio and Limberg video screens throughout the city. Let's celebrate our numbers and attendance of popular programs. Mark does share these numbers with administration. Blando will follow up with Allison and Deanna for communications. Possibly adding a summer recap.

7. Financial Reports

7.a. Financial Report- September

We are, at 60% of the budget, still in good shape. Big budget items coming are our annual magazine order and new building sign for out front of the library. Our current sign is falling apart; the new sign will have our new city branding. In addition, a larger second sign will be placed at the corner with the brick edges. Blando is hoping the first replacement sign will be completed by this fall. Using Legacy signs from Owatonna.

For the past few month directors have been in budget discussions. Blando presented library budget to city council last month. Library budget stayed the same with exception of SELCO overdrive fees. The city preliminary budget levy was set last night at 13 percent. Mostly due to two separate facilities needed, police and fire and employee contracts.

8. Library Use Reports

8.a. Library Use Report- August

8.b. Library Services Report – August

Checkouts were way above last month, 3500 more than last year. Our new system Evergreen has automatic renewals which is why numbers are higher this year. Renee is still working on getting other report numbers. She has another report meeting coming up soon.

1324 eAudio books for August. Hoopla numbers are still high even though we cut it down to 3 checkouts per month. We are looking at other ways to cut costs. Each item in Hoopla costs a certain amount, one option is to eliminate access to items with higher costs, or another option is to limit the total cost used. Blando and the librarians are still exploring options.

9. SELCO Updates

No SELCO meeting this month. The group is trying to find best practices for Evergreen. There have been surveys sent to libraries. It has been 4-5 months with new system. The library staff are changing things that need to be changed with the new system.

10. Upcoming Programs

10.a. September 22 - Chad Lewis - The History of Halloween- He has always had a good turn out to his events.

10.b. September 25 - Bad Art Night - 6:00-7:45p.m. This will be a guided to-do project.

10.c. September 25 - Movie Forrest Gump

10.d. September 29 - Doug Ohman- Free to All Libraries of Minnesota

10.e. MSB Book Club – Called Reading Tap at MSB It will be the 2nd Tuesday of the month with the first session on October 14

The books chosen are set up according to flights. The first three are Minnesota authors, second three are western genre, and the third three are post-apocalyptic themed.

10.f. October 8 - Drew Daywalt- Mark will put him in touch with newspaper. He will also be speaking to the students at Washington school. Blando is working with the schools at possibly busing students from the other schools to Washington School

10.g. October 9 - Haunted Library Tour- Looking to have actors portray past library individuals

10.h. October 18- Harvesting Flower Seeds in the OPL Garden - 9:30-10:30 a.m.- Meredith Erickson will host users to show how to harvest seeds for our exchange program and take some home.

10.i. October 30 - Family Scary Story Night

Just added, October 2nd History Hags- Ann Peterson, Nancy Vaillancourt -People of Owatonna Library-Founders

Hanson shared a recap of the Canning workshop and Book tasting. Both well attended and had articles about it in the paper.

11. 125th Anniversary Planning

Going along with programming. We are in the middle of Library Con planning. We will have multiple stations around the library; art projects, trivia, gaming, photo ops, dressing up. We will be asking for volunteers to help on this day. Saturday, February 21. Mark will share more at the next meeting.

12. Library Updates

Blando met with Nancy Vaillancourt and Bethany Anderson in Blooming Prairie. Bethany is coming to the Board meeting next month. Blooming Prairie library is working on planning for their 50th anniversary next year. They have an active friends group helping with planning and financial support. Date of the event is next May.

Christina Ingvaldson celebrated her 10-year anniversary at the library.

13. Library Renovation Update

Mark is meeting with Melissa Breshan, library consultant, and Barry, architect. Doing a space study for the library. Blando is meeting with them in the first part of October to go over what we need to do to start the renovation tract.

Motions to adjourn were made by Malin and seconded by Harman. All ayes. Meeting adjourned at 5:13 p.m.

The next board meeting will be on Thursday, October 16, 2025, at 4:30pm

Respectfully submitted by Maria Hanson.



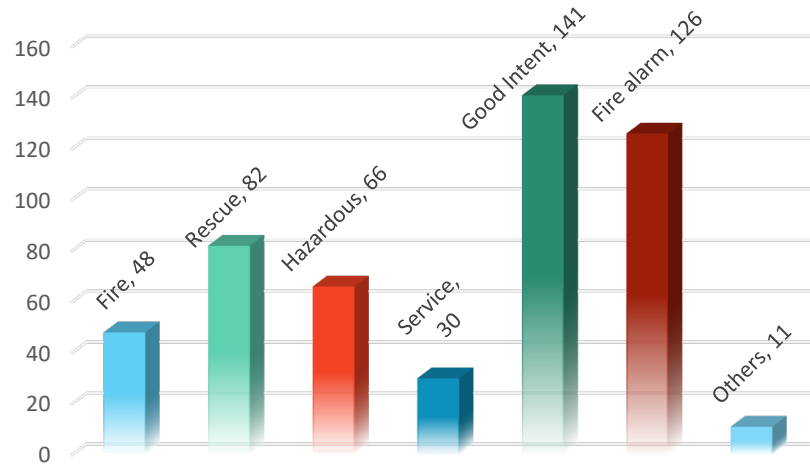
CITY OF
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Department Reports

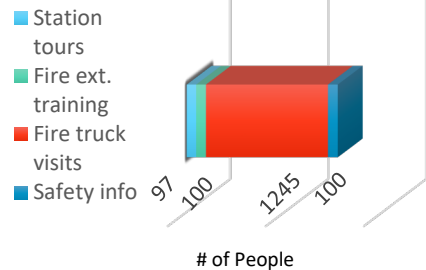
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

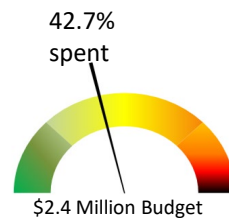
Incidents by Type



Public Education

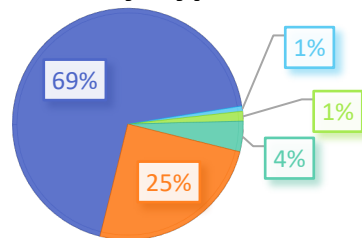


Expenditures



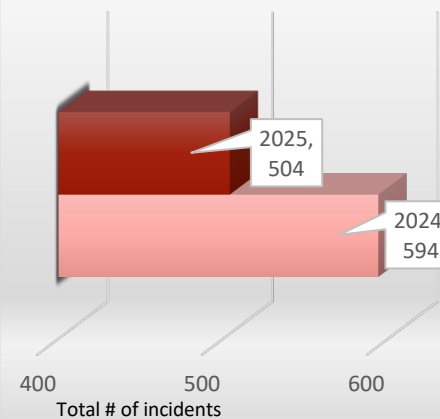
Inspections by Type

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

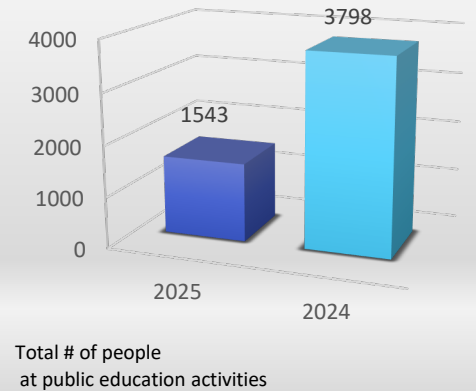


2025 VS 2024 STATISTICS

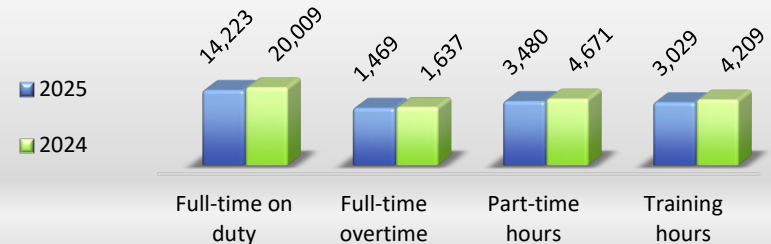
Incidents



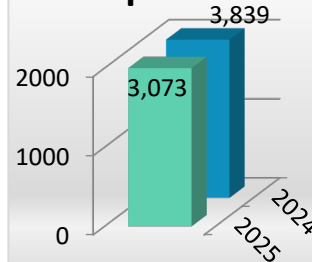
Public Education



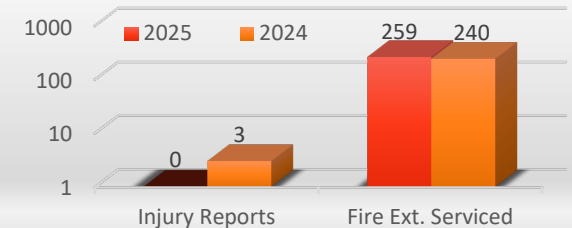
Staff Hours



Inspections



Safety Services



2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151	349	270	129	131	270	238	357				2109	2953
Fire alarm inspections	4	1	1	4	2	5	0	2	3				22	13
Sprinkler system inspections	7	3	1	4	12	1	3	3	8				42	66
Nuisance inspections	2	4	4	9	47	10	26	12	17				131	266
Weed inspections	0	0	0	0	140	179	161	169	120				769	742
Sprinkler system permits issued	3	2	3	2	1	4	4	2	1				22	26
Fire alarm system permits issued	1	1	0	3	3	0	3	2	0				13	21
Hood/Suppression system permits issued	1	1	0	0	0	0	0	0	0				2	2
Plan reviews	10	6	7	10	7	6	11	8	5				70	98
Code reviews	3	4	4	3	2	3	3	2	1				25	34
# Knox boxes checked	0	1	0	0	2	2	3	0	0				8	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0	0	20	0	0	37	40	0				97	460
# people given extinguisher demos	0	0	0	0	0	0	0	100	0				100	207
# people at truck visits	0	0	0	0	300	410	0	535	0				1245	1840
# people fire safety information	30	0	50	0	0	20	0	0	0				100	1289
# people juvenile firesetters	0	0	0	0	1	0	0	0	0				1	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents														
City incidents	51	34	39	39	50	46	64	59	47				429	521
Rural incidents	4	7	10	14	8	4	8	9	7				71	70
Mutual aid given	2	0	0	1	0	0	0	1	0				4	3
Monthly Totals	57	41	49	54	58	50	72	69	54				504	594
Type of Incidents														
Fire	10	6	5	5	5	4	10	3	0				48	48
Rescue calls	5	5	9	6	8	14	6	15	14				82	117
Hazardous conditions	4	9	6	3	10	8	18	4	4				66	77
Service calls	4	4	7	2	5	3	3	1	1				30	38
Good intent calls	16	7	15	20	20	11	12	22	18				141	131
Fire alarms	17	10	7	16	7	10	20	22	17				126	179
Others	1	0	0	2	3	0	3	2	0				11	4
Monthly Totals	57	41	49	54	58	50	72	69	54				504	594
Total training hours	320.34	372.66	411.83	330.18	329.31	397.50	239.67	282.08	345.82				3029	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0	0	0	0	0	0	0	0				0	3
# lost work hours	0	0	0	0	0	0	0	0	0				0	0
# fire extinguishers serviced	70	19	20	57	0	15	69	9	0				259	240
TOTAL HOURS														
Full-time shift hours worked	1528.00	1344.00	1797.75	1561.00	1585.25	1464.00	1562.25	1689.00	1692.00				14223.25	20009.00
Full-time overtime hours worked	244.50	163.08	52.02	173.54	178.83	297.50	175.27	59.78	123.80				1468.32	1636.58
Paid-on-Call hours worked	388.25	389.75	447.00	408.50	376.75	390.75	376.00	345.25	357.60				3479.85	4671.00
Monthly Hours Worked Total	2160.75	1896.83	2296.77	2143.04	2140.83	2152.25	2113.52	2094.03	2173.40				19171.42	26316.58



CITY OF
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Licenses Permits

Events Permit Application**EP-25-46**

Submitted On: Oct 20, 2025

Event Information**Event Name**

2025 Main Street Lighted Parade

Location of Event

Downtown Owatonna

Description of Event

Main Street Lighted Parade that makes it's way through Downtown Owatonna with 80 floats

Event Set Up Date

12/05/2025

Event Set Up Time

2:00pm

Actual Event Date

12/05/2025

Actual Event Time

6:00pm

Clean Up Date

12/05/2025

Clean Up Time

Approximately 8:30-9pm

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

Canceled

Estimated Attendance

5000

Application Information**Sponsoring Organization Name**

Main Street Owatonna

Mailing Address

120 S Oak Ave

City

Owatonna

State

MN

Zip

55060

Website Address

owatonnainmainstreet.org

Primary Contact**Name**

Lisa Cochran

Phone Number

507-451-7970

Primary On-site Contact**Email Address**

lcochran@owatonna.org

Name

Lisa Cochran

Cell Phone

Summary: Friday, Dec 5th - Lighted Holiday Parade and lighting of the trees in Central Park. Parade begins at 6:00 pm, set-up begins at 2:00 pm, same route as previous years in the downtown area but begins in the 900 block of N Cedar Ave. Asking for 30 barricades, 152 cones, Central Park & State, 100 "No Parking" signs. Site Plan and No Parking Street Plans attached. Police, Public Works, P&R, Fire, Building & Inspections and Facilities approve permit, with one comment from Public Works commented, "Will do as in previous years."

507-475-3451

Name

Brad Meier

Refer Media or Citizen Inquiries To:

Phone

507-475-3451

Alternate On-site Contact

Name

Lisa Cochran

Event Features

City Streets or Right-of-Way

Yes

Date

12/05/2025

Alleys

Yes

Date

12/05/2025

City Sidewalks or Trails

Yes

Date

12/05/2025

Start/End Time

2pm-9pm

Parks

Yes

Date

12/05/2025

Will any signs/banners be put up?

Yes

Number and Size

Variety of sizes, 10

Will there be any inflatables?

No

Start/End Time

2pm-9pm

Name of Requested Street(s)

100-900 blocks of North Cedar Ave., East Front St from Elm to Cedar, Broadway on the north side of Central Park, West Park Square and East Park Square. Also, no through traffic on the side streets along Cedar Ave, both on west and east side (Rose, Pearl, Vine), Main St No Parking along the south side of Central Park

Start/End Time

2pm-9pm

Name of Requested Alley(s)

All along Cedar Ave - already blocked off

Start/End Time

2pm-9pm

Public Parking Lots or Spaces

Yes

Date

12/05/2025

Start/End Time

2pm-9pm

Name of Requested Park(s)

Central Park

Will there be entertainment?

Yes

What Type

Musical - OHS Carolers

Type

Basic sound system

Will sound be amplified after 10:00pm?

No

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

No

Will merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

Will this event require a Temporary Liquor Permit?

No

Describe power needs and location of power source

All 3 large electrical boxes along Cedar Ave along with all the small ones, all outlets in Central Park, and power for the bandshell. Please have city staff test to make sure they are all on.

Describe level of advertisement

Social Media, radio, newspaper, local TV

Have adjacent property owners been notified of this event?

Yes

Number Needed

30

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?

Yes

Will there be any horses?

Yes

Will sound amplification be used?

Yes

Hours

7pm-8pm, approximately

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 there be temporary fencing?

No

How many vendors expected?

3

Will alcohol be sold?

No

Will there be a fireworks display?

No

Signatures required.

Will the event need barricade(s)?

Yes

Size Needed

Large

Will the event need cones?

Yes

Number Needed

152

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.

Number Needed

1

Number Animals Anticipating

2

How will horses be used?

They may be an entry in the parade - Wenger said it is TBD but they are hopeful, so I'm not 100% positive.

Please provide insurance information and complete Hold Harmless Agreement

It is the responsibility of the applicant to cleanup any animal feces. Agreed:

true

Describe trash removal and cleanup plan during and after event

Volunteers will be picking up trash that has not made it into the receptacles. If we could have 3-5 extra receptacles placed in Central Park, that would be greatly appreciated!

Will event need traffic control?

Yes

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

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

I will meet with OPD, City Street Dept, P&R, OPU, business owners, and volunteers to discuss details. Also will have volunteers to help with crowd control and safety. They will be wearing safety vests provided by Main Street. I will also be utilizing CERT volunteers, Special Deputies, CSO's, and of course the OPD and as many officers as they can provide for us. I would like to have snowplows used again for blocking some streets - see map. Everyone's time is greatly appreciated.

Will "No Parking" signs be needed?

Yes

Number Needed

100

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

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

If the temperature is below 15 degrees or the windchill is below zero, we will cancel the parade. If there are severe weather warnings, we will cancel the parade. Basically if it is unsafe to be outside the parade will be cancelled. This decision will be made by 2:00pm on day of parade. Participants and businesses will be called and emailed and we will have radio announcements and social media posts for the public.

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

Name

Lisa Cochran

Phone Number

507-475-3451

List any other pertinent information

I will work with the street crew regarding the closing/blocking off the streets, like for Downtown Thursdays. The Barricades with No Through Traffic signs are needed along Elm and Oak for Pearl, Vine, and Broadway streets, as there is still parking available on those side streets. I will provide the No Parking signs that are specific to the Lighted Parade and deliver them to the city shop as soon as I have. The No Parking signs will need to be up by 2:00pm on Thursday, December 4th. Every business in the Main Street District has been informed about the parade in an email and there will be a letter that will be delivered to all the businesses in the Main Street District that will include the detailed information regarding parking, parade, road closures and activities. As in the past, I would like to request 4-5 burn barrels in Central Park for extra heat and ambiance. This has been provided with no charge in the prior years and I respectfully request that be done again this year for this community event. We will happily acknowledge any services and items provided by the City of Owatonna.

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

Central Park Stage Usage Information

Time	Open
7pm	4pm
Close	Sound or Light Person Needed
9pm	No
Size of Group that will be on stage	Type of Group
20-30	OHS Carolers
Name of Person that will be Opening and Closing of Stage	If Park Staff is needed to Open and Close Stage - fee of \$100 for each operation will be required. Any group larger than 15 people will require use of extenders - 4 people will needed to put on extenders.
Lisa Cochran	

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. <u>Depending on the size of and scope of the event a “Certificate of Insurance” may be required.</u> 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
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2025 Main Street Lighted Parade

December 5, 2025 - Downtown Owatonna, MN

Legend

- CONES
- Parade Lineup
- Parade Route
- Plow Truck
- POLICE PRESENCE
- ROAD CLOSED
- ROAD CLOSED (15 min before)
- ROAD CLOSED AHEAD



2025 Main Street Lighted Parade

No Parking Dec 5, 2025 - Downtown Owatonna, MN

Legend



NO PARKING



Events Permit Application

EP-25-47

Event Name Turkey Trot

Location of Event Bethel Church

When Sat., November 22 at 8am

Event Contact Cody Boerema

Summary: Application for notification only. No items needed from the city. Participants will use sidewalks and trail along their route which begins at the church on Hemlock Ave and then on 26th St NE, St Paul Rd, Mineral Springs Rd, Bigelow Ave, and 16th St NE. They will have high visibility assistants placed at every turn on the sidewalks for runners to know where to go. There will not be spectators along the route, only on the church property. The event begins at 8:00 am, set-up/registration starts at 7:00 am and should be done late morning. Permit Application approved by Police, Public Works, Fire, P&R, Building & Inspection, and Facilities with no comments made.

Description of Event

Kick off your Thanksgiving weekend with Owatonna's Turkey Trot on Saturday, November 22nd! Run, walk, or stroll—just come ready to move, have fun, and give back. Burn some pre-Thanksgiving calories, Support Bethel students' Mission Trip. Open to all ages and fitness levels. Make memories, make miles count, and make a difference in our community!

CHECK IN: 7-7:45 AM

Where: Bethel Church

Event Set Up Date

11/22/2025

Event Set Up Time

7:00 am

Actual Event Date

11/22/2025

Actual Event Time

8am

Clean Up Date

11/22/2025

Clean Up Time

12 pm

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

Canceled

Estimated Attendance

80

Application Information

Sponsoring Organization Name

Bethel Church

Mailing Address

1611 Hemlock Ave

City

Owatonna

State

MN

Zip

54060

Website Address

Bethelowatonna.com

Primary Contact

Name

Cody Boerema

Primary On-site Contact Name: Cody Boerema

Alternate On-site Contact Name: Michaela Boerema

Refer Media or Citizen Inquiries To: Name: Cody Boerema

Event Features

Date 11/22/2025

City Streets or Right-of-Way No

Will use street if no sidewalks or trails available on our route along Hemlock Ave, 26th St NE, St Paul Rd, Mineral Springs Rd, Bigelow Ave, 16th St NE (Site Plan attached)

Alleys No

City Sidewalks or Trails Yes

Hemlock Ave, 26th St NE, St Paul Rd, Mineral Springs Rd, Bigelow Ave, 16th St NE

Start/End Time 7:00 am -12 pm

Public Parking Lots or Spaces No

Parks No

Will any signs/banners be put up? No

Will there be any inflatables? No

Will a stage or tent(s) be set up? No

Will there be entertainment? No

Will sound amplification be used? yes

Type: Bluetooth speaker

Will sound be amplified after 10:00 pm? No

Hours: 7 am - 8:30 am

Will merchandise/food items be sold?

Yes

How many vendors expected?

0

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

Bethel Church, no extra power needs

Describe level of advertisement

Flyers, ads, social media promos

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

No

Will the event need cones?

No

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

The only trash will be at water stations and within church, there will be people manning the water stations to make sure trash is disposed properly

Will event need traffic control?

No

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

We will have high visibility people placed at every turn on the sidewalks so that runners know where to go. There won't be any spectators except for on the church property.

Will "No Parking" signs be needed? No

Will event need security?

Will event need Emergency Medical Services? No

No

Describe the emergency action plan if severe weather should arise?

Should severe weather arise, all runners and volunteers will be notified via email / text that the turkey trot is canceled.

Name

Email

Cody Boerema

CodyB@BethelOwatonna.com

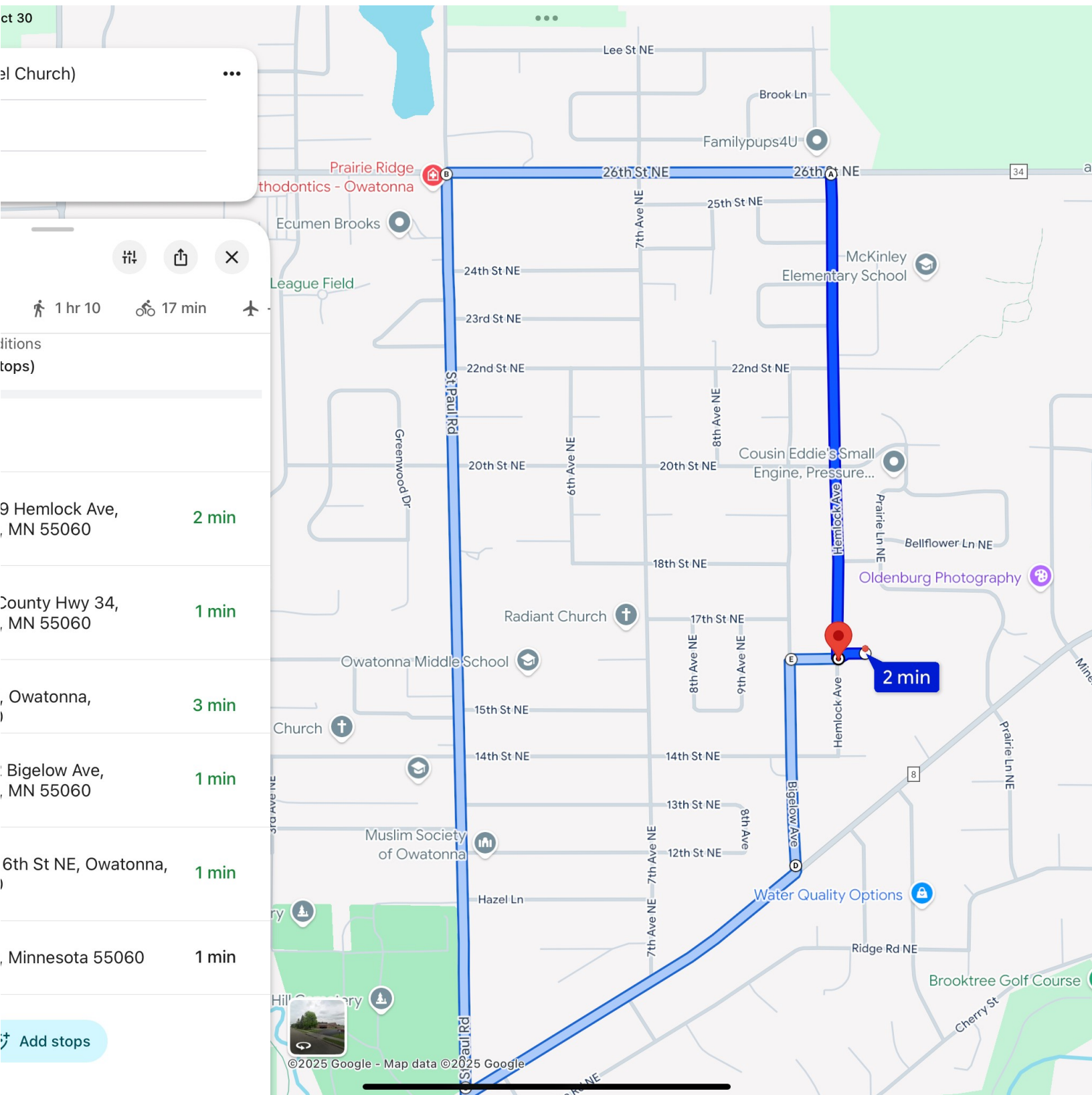
Please provide contact information for responsible party during event to advise of severe weather notifications:

CITY SERVICES -After reviewing the event application, City

Services may be required for the event

Applicant Signature - true

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





CITY OF
OWATONNA

Miscellaneous



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Renew Lease Agreement - Steele County Healthy Seniors

Purpose:

Request City Council approval to renew the Healthy Seniors of Steele County Lease Agreement at West Hills Social Commons.

Background:

Healthy Seniors of Steele County is a local 501c3 non-profit organization committed to serving seniors and caregivers of Steele County. This organization has leased office and storage space on the 3rd floor of West Hills Social Commons for many years. This agreement is to renew those spaces for the 2026 calendar year.

Budget Impact:

The lease agreement generates facility revenue as identified in the budget. The 2026 rental income will be \$2160, a 5% rent increase from the previous year. Healthy Seniors is issued key card and key access into the building and rental areas, requiring no additional staff cost.

Staff Recommendation:

Staff recommends renewal of the Lease Agreement with Healthy Seniors of Steele County.

Attachments:

1. 2026 Steele County Healthy Seniors Lease Agreement

STEELE COUNTY HEALTHY SENIORS LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 4th day of November 2025, by and between the City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter called Lessor, and Healthy Seniors of Steele County hereinafter called Lessee.

1. **PREMISES**

That said Lessor, in consideration of the rents and covenants hereinafter provided, does hereby remise, lease, and let unto Lessee, and the said Lessee does hereby hire and take from Lessor the following described premises situated in the City of Owatonna West Hills Social Commons property, located in the County of Steele, State of Minnesota, to-wit:

3rd Floor office space, West Hills Social Commons

3rd Floor Southwest storage space, West Hills Social Commons
(12 foot, 9 inches long x 7 foot 6 inches wide storage space)

2. **TERM**

The term of this lease shall be from January 1, 2026, to December 31, 2026.

3. **RENT**

The rent payable by Lessee to Lessor shall be \$2160 due in quarterly installments of \$540.

4. **FACILITY ACCESS**

The City will issue the Lessee 5 Key Cards for access into the West Hills Social Commons and 5 keys for access into the above listed spaces. The Contractor will only use the issued Key Cards and keys for entrance into areas and purposes of the Lease Agreement. The Contractor will not provide any unauthorized individuals the Key Cards or keys or allow any unauthorized individuals to enter the Facility. All issued Key Cards and keys must be surrendered to Lessor at Lessor's place of business upon termination of the lease. Lost Key Cards or keys will be replaced at a cost of \$20.00 per Key Card or key and will be replaced during regular business hours. Key Cards and keys shall not be duplicated by the Lessee.

5. **ASSIGNMENT AND SUBLETTING**

Lessee agrees that it will not sublet the demised premises or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to be transferred by operation

of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time accrue or be desired and that nothing whatever shall be held to be a waiver or supersede the necessity of such endorsement. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

6. **UTILITIES**

At such time as Lessor incurs any expense in connection with utility services, upon 90 days written notice to Lessee, Lessee will thereupon assume such obligations directly and in full, with Lessee having option to cancel in said event.

7. **REPAIRS AND MAINTENANCE**

Lessee agrees to take the premises in their present condition and shall, at its own expense during the term of this lease, repair and maintain the entire leased premises in a safe, clean, and presentable condition; this obligation of the Lessee shall extend to and include replacement of broken glass, plumbing, and electrical repairs with the Lessor to be responsible for maintenance of structural weight-bearing walls and maintenance and repair of the public sidewalk and entrances and exits to the leased premises. Lessor shall maintain and repair all water, sewer, gas, and electric service lines running to the leased premises but Lessee will be responsible for such service once it is into the leased premises.

8. **ERECTION AND MAINTENANCE OF SIGNS**

Lessee shall not erect or permit to be erected on said premises or on the exterior of any buildings any signs of any type without the written consent of the Lessor endorsed hereon.

9. **TAXES**

So long as the property remains tax exempt, neither party will have a tax obligation. Should this tax exempt status change or be modified in any respect by reason of the parties having entered into this lease or for any other reason which would return the demised premises to the tax rolls, Lessee will be obligated to pay and hold Lessor harmless any such real estate or other tax thereby incurred.

10. **DAMAGE OR DESTRUCTION OF PREMISES**

In the event of damage to or destruction of the leased premises or a portion thereof by fire, or other cause sufficient to render the leased premises unsatisfactory for Lessee's operations or otherwise tenantable, either party may terminate this lease by written notice of its intention to do so to the other party within thirty (30) days of such destruction or damage. Lessor will not be obligated to replace or repair the leased structure, and if it so elects to

not rebuild, shall give Lessee notice of said fact and the lease shall thereupon automatically terminate. Should Lessor determine to make repairs to damages to the premises, then during the period commencing with the damage to the premises and ending with the completion of the repairs rendered necessary thereby, the rent payable hereunder shall abate and the obligation of the Lessee ever to pay the same shall cease to the extent and in proportion to the area rendered tenantable by the injury to the premises or rendered tenantable by repair work.

11. **AMERICANS WITH DISABILITIES ACT**

Lessee acknowledges and agrees that, while Lessor has reviewed and approved the plans and specifications for Lessee's leasehold improvements, (and may construct Lessee's leasehold improvements for Lessee), Lessor assumes no responsibility for compliance of such plans and specifications, the leased premises or Lessee's leasehold improvements with the Americans with Disabilities Act of 1990 or the regulations promulgated thereunder ("ADA"), and Lessor shall not be responsible for any alterations or additions to the leased premises or any other portions of the building of which the leased premises or any other portions of the buildings of which the leased premises are a part which may be required by the ADA.

Lessee agrees to comply with the ADA, including without limitation by removing architectural barriers within the leased premises and the common areas of the building made necessary by

Lessee shall indemnify and shall hold Lessor harmless from any damages, loss or liability, including without limitation the cost of barrier removal or alterations which may be performed by Lessor, resulting from the failure to Lessee to comply strictly with the requirements of the ADA.

12. **INSURANCE**

Lessee shall at all times during the term of this lease and any extensions thereof, carry public liability insurance covering the leased premises, which insurance shall insure against liability for personal injury or death and property damage with minimum limits of not less than \$1 million per occurrence and \$2 Million annual aggregate.

Said policy to be issued by a company authorized to do business in the State of Minnesota and, if mutual, shall be non-assessable. Contractor shall provide the City with a Certificate of Insurance naming the City as an additional insured.

Contractor agrees to provide Workers Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Prior to providing services to the City pursuant to this Agreement or assigning an official to any City events, Contractor shall deliver to the City evidence that the above coverage is in full force and effect.

13. **OPTIONS TO RENEW**

Lessee is hereby granted one (1) option to renew and extend the term of this lease for an additional period of up to one (1) year. Each optional term shall be at such rent and upon the terms and conditions as are determined by the Lessor.

14. **PEACEFUL SURRENDER**

Lessee covenants and agrees to keep and maintain the premises and its fixtures during the term of the lease and peaceably quit and deliver up the same to Lessor at the termination of this lease in as good order, condition, and state of repair as the same are at the date hereof, reasonable use and wearing thereof excepted. At its option and expense, Lessee may remove from the premises at termination the non-attached personal property as it may have installed, excluding specifically heating and air conditioning equipment.

15. **LESSOR'S REMEDIES**

If the monthly rental payment, or any of them, whether demanded or not, are not paid within twenty (20) days after becoming due, or in the event Lessee files any petition in bankruptcy or insolvency or is adjudicated bankrupt or insolvent, or if any term, condition, or covenant of this lease on the part of Lessee to be by it performed shall be violated or neglected and such violation or neglect is not cured within twenty (20) days after written notice from Lessor, then in either of such cases, Lessee does hereby authorize and empower Lessor to cancel and annul this lease at once and to reenter and take possession of the premises immediately without any previous notice of intention to reenter, and to remove all persons and their property therefrom without such reentry working a forfeiture of the rents to be paid by Lessee.

16. **NOTICES**

Whenever under this lease any demand, notice, or declaration of any kind is required or desirable, it shall be in writing, served or sent by mail with postage prepaid; if to Lessor, addressed to them at Owatonna Parks and Recreation, Owatonna, Minnesota 55060; and if to Lessee, addressed at 500 Dunnell Drive, Owatonna, Minnesota 55060. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Such notices, demands, or declarations shall be deemed sufficiently served or given for all purposes hereunder when served or two (2) days after mailing as aforesaid.

17. **JOINT OR MUTUAL WAIVER OF SUBROGATION**

It is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring at the property described herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSOR
CITY OF OWATONNA

LESSEE
HEALTHY SENIORS OF STEELE COUNTY

By _____

Printed Name Matt Jessup

Title Mayor

Date _____

By Edna Ringhofer

Printed Name Edna Ringhofer

Title Director Executive Director

Date 10/20/2025

By _____

Printed Name Jenna Tuma

Title City Administrator

Date _____



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Renew Facility Use Agreement - Owatonna Church of Christ

Purpose:

Request City Council approval to renew the Facility Use Agreement with Owatonna Church of Christ at West Hills Social Commons.

Background:

Owatonna Church of Christ has a long history of renting space at West Hills Social Commons for their Sunday church service and related functions. Owatonna Church of Christ has a particular room layout for their service, which they set up before their service. This agreement allows this group to access the facility for one hour, at no charge, prior to their Sunday service to coordinate the Multipurpose Room setup, with no city staff required. This agreement is a renewal for the 2026 calendar year.

Budget Impact:

During the listed agreement, Owatonna Church of Christ is issued key card and key access to Social Commons and other authorized areas within the building. Building staff is not needed during the agreement time. Owatonna Church of Christ pays the standard rental fee at Social Commons for all other rental times, which generates approximately \$8,000 per year. The current fee schedule is attached.

Staff Recommendation:

Staff recommends renewal of the Facility Use Agreement with Owatonna Church of Christ.

Attachments:

1. 2026 Facility Use Agreement - Owatonna Church of Christ
2. Social Commons Room Rental Fee Schedule 2026

OWATONNA CHURCH OF CHRIST FACILITY USE AGREEMENT

This agreement (the "Agreement") is made and entered into as of this 4th day of November 2025 by and between City of Owatonna, Minnesota ("Licensor") and Owatonna Church of Christ ("Licensee").

RECITALS

1. Licensee wishes to use Licensor's facilities described below and to use such facilities under the following terms and conditions:

Facility: Multi-purpose room at West Hills Social Commons

For the purpose of: Setup of Church Gathering

Starting Date: January 1, 2026

Ending Date: December 31, 2026

Days and time of use:

Sundays: 8:00AM - 9:00AM

NOW, THEREFORE, for good and valuable consideration, Licensee and Licensor hereby agree as follows:

1. **Space.** Licensee will occupy the Multipurpose Room, a storage space in the 1st floor back storage room and the 1st floor Multipurpose Room Tables and Chairs storage room on the days and at the times listed above for set up purposes of their rental. Licensee may also use common areas at the Facility such as waiting areas, hallways, and public bathrooms. Any increase in hours of use and occupancy requires prior agreement by both Parties.
2. **Non-Business Hours Use.** Licensee shall be issued 2 Key Access Cards and a key for entrance into the Facility and designated areas. Licensee will only use the Key Card and key for entrance into areas and purposes identified in Section 1 of this agreement. Licensee will not allow any unauthorized individuals to enter the Facility. Licensee will follow all facility use, closing and lock up policies and procedures as instructed by Licensor.
3. **Maintenance and Utilities.** Licensor will provide maintenance and utilities for the Facility in accordance with its routine schedule and standards, including water and sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and

telephone service. Licensee shall reimburse Licensor for all additional maintenance and services provided at Licensee request.

4. **Fees.** Licensee will not pay Licensor for the use of space during the days and times listed above. Licensee will pay Licensor the listed hourly room rate for use of the Facility for all other designated rental times. Such amounts shall be due and payable whether or not Licensee actually uses the Facility for any or all of the allotted time. Licensee will provide Licensor with proof of non-profit status. Licensor will submit quarterly invoices to Licensee, and Licensee shall pay such invoices within 30 days of receipt.
5. **Permitted Use of the Premises.** Licensee shall use the Facility in accordance with the terms and conditions of this Agreement and Licensor policies. Licensee shall obtain any required permits for its use of the Facility. Licensee will make no use of the Facility that would be contrary to any federal or state law or any municipal bylaw or ordinance in force in Minnesota, nor may Licensee commit or allow any nuisance to exist at the Facility. Licensee shall cooperate with Licensor's building and security personnel in ensuring public safety. Licensee shall ensure that individuals entering the Facility to participate in an event hosted by Licensee refrain from use of alcohol and/or drugs, possessing weapons, fighting, engaging in abuse of any kind, littering, and/or disturbing Licensor employees and clients while located on Licensor property. Any individual who violates the preceding requirement may be prohibited from entering Licensor property.
6. **Licensor's Use of Facilities.** Licensee acknowledges and agrees that Licensor retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations.
7. **Personal Property.** Licensee shall occupy a small storage space designated by the licensor. Licensor is not responsible for any loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees.
8. **Licensee's Obligations After Use of Facility.** Licensee agrees to exercise due care in the use of the Facility and shall leave the Facility in the same good condition as on the Starting Date, normal wear and tear excepted. Property not removed by Licensee may not be recoverable, and Licensor may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse Licensor for any and all costs Licensor incurs to repair any damage to the Facility or other Licensor property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by Licensor, its officers, agents, or representatives.
9. **Indemnification.** Licensee agrees to defend, indemnify, and hold harmless Licensor from and against all claims, liabilities or expenses (including reasonable attorney's fees and other professional expenses) arising from or in connection with (a) Licensee's use of the Facility and other Licensor property (b) the negligent or wrongful acts of

Licensee's employees, agents, or invitees; or (c) Licensee's failure to perform or comply with any of the terms of this Agreement, except to the extent caused by the negligence or willful misconduct of Licensor. If Licensee is a charitable organization, corporation, entity or individual having or claiming immunity (statutory or otherwise) from liability for damage or injury to property or person, Licensee hereby waives its right to plead such immunity defensively against Licensor. This Section 9 shall survive termination of this Agreement.

10. **Limitation of Licensor Liability.** In no event shall Licensor be liable for any direct or indirect, consequential, incidental, lost profits or similar damages arising out of this Agreement. Licensor's total liability for breach of this Agreement is the fee payable to Licensor for one event pursuant to Section 3 of this Agreement.

11. **Insurance.** Licensee shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Licensee, its officers, employees, agents, members and anyone directly or indirectly engaged or employed by Licensee from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:

- Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

Licensee shall provide Licensor with a Certificate of Insurance naming the Licensor as an additional insured.

12. **Termination.** Each Party has the right to terminate this Agreement without cause upon 30 days' notice. Notwithstanding the previous sentence, Licensor may immediately terminate this Agreement upon the occurrence of any of the following:

- a. If Licensee defaults in the payment of any sum to be paid hereunder and such default continues for more than 10 days following written notice from Licensor to Licensee; or
- b. If Licensee fails to maintain the insurance required under Section 11.

13. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to Licensor: Owatonna Parks and Recreation
Attn: Recreation Manager
540 West Hills Circle
Owatonna, MN 55060
Tel: 507-444-4321

If to Licensee: Owatonna Church of Christ
PO Box 474
Owatonna, MN 55060
Tel: 507-455-0046

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

15. **Miscellaneous**

- a. **Force Majeure.** Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods or other natural disasters, strikes, governmental laws and regulations.
- b. **Emergency Closure.** Licensor may determine, at its sole discretion, that for reasons of health safety and in the best interests of the public it may close the facility as necessary. Licensee would not be charged for use of the facility during this closure time.
- c. **Discrimination.** The Parties agree to be bound by applicable state and federal laws governing Equal Opportunity Employment and Non-discrimination.
- d. **Assignment.** Licensee shall not assign its rights under this Agreement without Licensor's prior written consent.
- e. **Independent Contractors.** Licensee, including its employees, volunteers or agents, is an independent contractor and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between Licensor and Licensee or its employees, volunteers, or agents.
- f. **Amendment.** This Agreement may be amended only upon mutual written agreement of the parties.
- g. **Entire Agreement.** This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and

representations made by either party to the other concerning the subject matter of this Agreement.

- h. Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- i. License Only. No tenancy whatsoever is intended to be created by this Agreement. The privilege granted to Licensee herein is not one of lease or grant, and will not give Licensee any right, title or interest in and to the Facility.
- j. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and will be enforced as amended.
- k. Costs, Expenses and Attorney's Fees. If either party incurs costs, expenses, or attorney's fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful party in such dispute will reimburse the prevailing party for its costs, expenses, and attorney's fees.
- l. No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by Licensor or Licensee to any person or entity not a party to this Agreement, including Licensee's employee, volunteers or participants, or any other individuals employed by or under contract with Licensor or Licensee.

****The remainder of this page is intentionally blank****

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

CITY OF OWATONNA

By _____

Printed Name Matt Jessop

Title Mayor

Date _____

By _____

Printed Name Jenna Tuma

Title City Administrator

Date _____

OWATONNA CHURCH OF CHRIST

By James W Cox

Printed Name JAMES W. COX

Title member

Date 10/02/2025

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



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Jeffrey Louks, Facilities Manager
SUBJECT: Change Order 1 - City Hall Masonry Repair - Innovative Masonry Restoration

Purpose:

Request Council approval of Change Order 1 to complete the masonry repair on the cubby area near the stairwell on the southwest portion of City Hall.

Background:

Innovative Masonry Restoration is currently repairing and tuckpointing brick on the south and west sides of City Hall. This change will add the cubby near the exit and stairs on the southwest portion of the building to the original scope and complete the south-facing portion.

Budget Impact:

GB-13-007 Capital Improvement Project (CIP) is part of a multi-year effort to address needed repairs and upkeep on the City Hall building, with \$100,000 approved for 2025.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Change Order 1 Owatonna City Hall



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Owatonna City Hall Masonry Repair and
Pointing
Owatonna MN

CONTRACT INFORMATION:
Contract For: General Construction

Date: August 04, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: October 10, 2025

OWNER: *(Name and address)*
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

ARCHITECT: *(Name and address)*
Adsit Architecture and Planning
3034 Benjamin St NE
Minneapolis, MN 55418

CONTRACTOR: *(Name and address)*
Innovative Masonry Restoration
16264 Lakeside Ave SE
Prior Lake, MN 55372

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add the south wall of Phase 1 work to the current scope. See attached description and plan diagrams from Innovative Masonry Restoration for location of the work:

Change Order Request 1 -9/23/25

Change Order Request 2-9/29/25

The original Contract Sum was	\$	70,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	70,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	29,400.00
The new Contract Sum including this Change Order will be	\$	99,400.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Adsit Architecture and Planning

ARCHITECT *(Firm name)*


SIGNATURE

Mina Adsit, AIA

PRINTED NAME AND TITLE

10/10/25

DATE

Innovative Masonry Restoration

CONTRACTOR *(Firm name)*


SIGNATURE

Chad Dieken, Project Manager

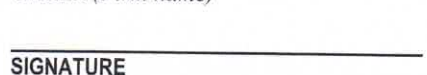
PRINTED NAME AND TITLE

October 10, 2025

DATE

City of Owatonna

OWNER *(Firm name)*


SIGNATURE

PRINTED NAME AND TITLE

DATE

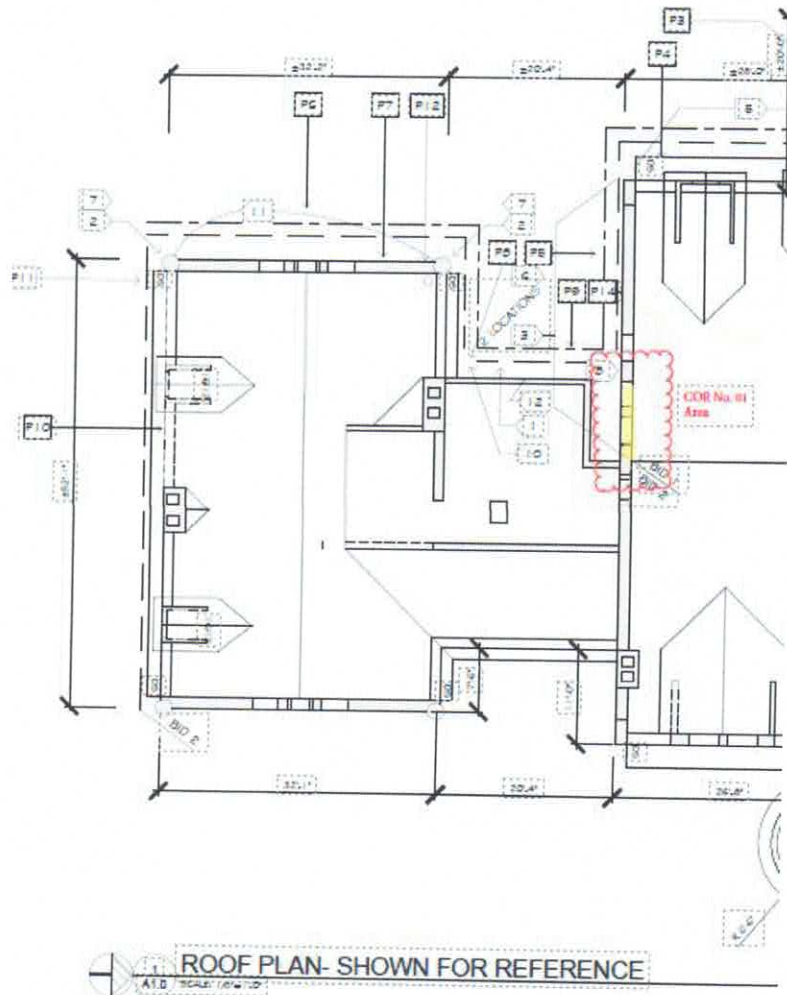


INNOVATIVE
MASONRY
RESTORATION, LLC

16264 Lakeside Ave SE, Prior Lake, MN 55372

**Owatonna City Hall
2025 Masonry Rehabilitation and Tuckpointing
Owatonna, MN
Change Order Request No. 01 - Extend Masonry Restoration Scope
to Cubby South Wall
September 23, 2025**

Description:	Quantity:	Unit:	Unit Cost:	Total Cost:
Labor	1	LS	\$9,828.57	\$9,828.57
Materials	1	LS	\$175.00	\$175.00
Equipment	1	LS	\$4,596.43	\$4,596.43
Total Add / (Deduct):				\$14,600.00





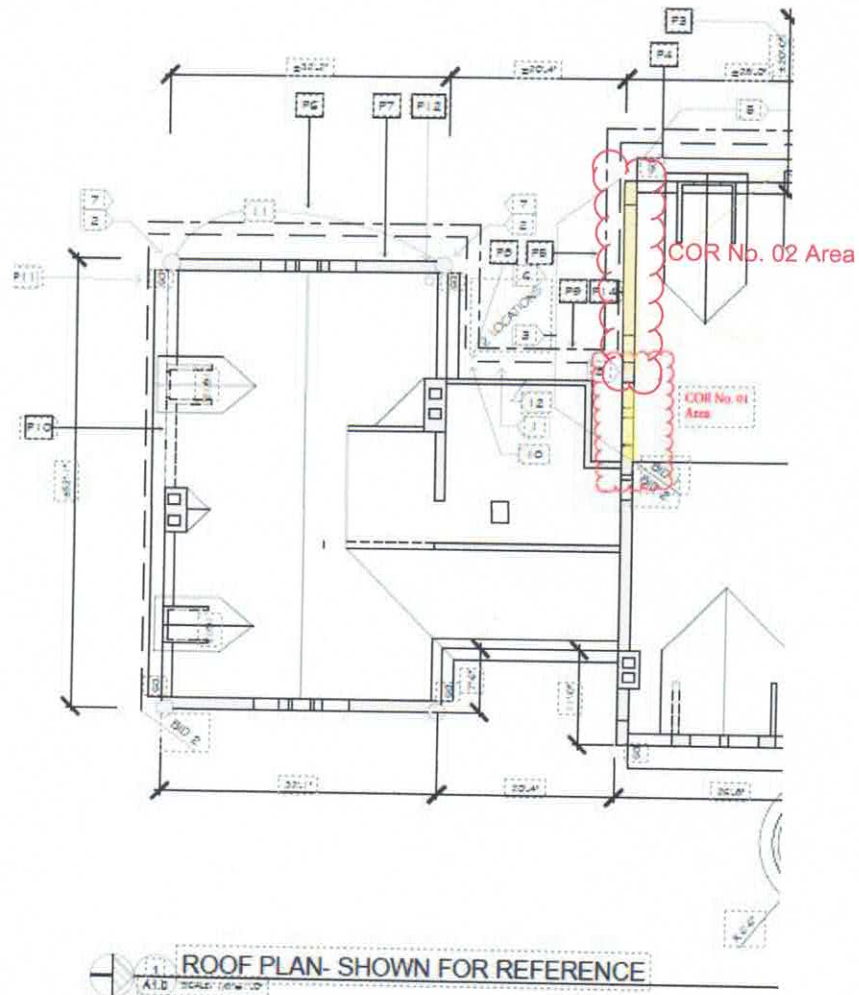
INNOVATIVE
MASONRY
RESTORATION, LLC

16264 Lakeside Ave SE, Prior Lake, MN 55372

**Owatonna City Hall
2025 Masonry Rehabilitation and Tuckpointing
Owatonna, MN**

**Change Order Request No. 02 - Extend Masonry Restoration Scope
to Cubby South Wall Remaining West Portion After COR No. 01
September 29, 2025**

Description:	Quantity:	Unit:	Unit Cost:	Total Cost:
Labor	1	LS	\$9,930.34	\$9,930.34
Materials	1	LS	\$265.44	\$265.44
Equipment	1	LS	\$4,604.22	\$4,604.22
Total Add / (Deduct):				\$14,800.00





DATE: November 5, 2025
TO: Mayor and City Council
FROM: Jeffrey Louks, Facilities Manager
SUBJECT: LEC Snow and Ice Removal Service - From the Ground Up

Purpose:

Council to approve an agreement with From the Ground Up, for winter snow and ice removal at the Law Enforcement Center (LEC).

Background:

The Owatonna Police Department and the dispatch center need snow and ice removal 24/7/365.

Budget Impact:

Services will be billed upon completion and paid from the 2026 Facilities Operating Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Property Management Agreement - Law Enforcement Center Proposal - Job #2710



Property Management Agreement

City of Owatonna - Law Enforcement Center

Prepared by
Erik Wencil

Dear Law Enforcement Center / John Martin

From the Ground Up is a full-service commercial maintenance and residential landscape design and build company, founded in 2014 by a 16-year-old entrepreneur. Over the past decade, we have built a strong reputation in Southern Minnesota and the Twin Cities for our commitment to superior service, safety, and efficiency. Our team of industry experts specializes in commercial maintenance, landscape design, irrigation, and tree services, ensuring your property looks its best year-round.

Core Values:

- **Safety:** We prioritize safety in every project, following stringent protocols to ensure the well-being of our employees and clients.
- **Efficiency:** Our streamlined processes provide efficient services without compromising quality, ensuring timely and effective solutions.
- **Value:** We deliver high-quality services at competitive prices, maximizing the return on your investment.
- **Expertise:** Our team consists of professionals with years of experience, excelling in their fields to provide the best service possible.

Services:

- **Landscaping:** Transforming properties into visually stunning and functional spaces with comprehensive landscape design, installation, and maintenance services, including 3D designs, garden bed maintenance, rocking, patio construction, landscape trimming, water features, and irrigation system installs and repairs.
- **Property Maintenance:** Maintaining high-end and large facilities by keeping grounds in pristine condition year-round with services such as lawn mowing, seasonal clean-ups, aerating and rolling, lawn spraying and fertilizing, landscape bed maintenance, annual plantings, mulching, shrub and tree maintenance.
- **Facility Maintenance:** Ensuring properties are always in optimal condition with exterior maintenance services, including pressure washing, parking lot sweeping, striping, seal coating, catch basin and drainage repair, retention pond maintenance, and concrete/asphalt repair.
- **Commercial Snow and Ice Management:** Providing safe and accessible properties during winter months with snow plowing, sidewalk clearing, de-icing, and snow relocation, using environmentally friendly deicers and onsite cameras for effective and timely service.



Proposal #2710

Date: 9/29/2025

Customer:

John Martin
 City of Owatonna
 540 West Hills Circle
 Owatonna, MN 55060

Property:

City of Owatonna - Law Enforcement
 Center
 204 East Pearl Street
 Owatonna, MN 55060

Winter Services Contract 25-26

Services Billed Upon Completion

Description of Services	Cost per Occ.
Winter Services	
Plowing 1-3"	\$130.00
Plowing 4-6"	\$180.00
SNOW - Plow 7-10"	\$225.00
Walks 1-3"	\$215.00
SNOW - Walks 4-6"	\$260.00
SNOW - Walks 7-10"	\$300.00
Pre-treatment	\$75.00
Sidewalk Snow & Ice	\$75.00
SNOW - Plow 10" per inch over	\$36.00

Services

Plowing 1-3"

Snow Removal for Parking Lot. Piled in designated areas that will be discussed with facilities manager prior to snow season.

Plowing 4-6"

Snow Removal for Parking Lot. Piled in designated areas that will be discussed with facilities manager prior to snow season.

SNOW - Plow 7-10"

Snow Removal for Parking Lot. Piled in designated areas that will be discussed with facilities manager prior to snow season.

Walks 1-3"

Brooming/Blading/Blowing to remove all snow from sidewalks. Price includes all ice melt/Sidewalk 90/10 Salt brine used as needed.

SNOW - Walks 4-6"

Brooming/Blading/Blowing to remove all snow from sidewalks. Price includes all ice melt/Sidewalk 90/10 Salt brine used as needed.

SNOW - Walks 7-10"

Brooming/Blading/Blowing to remove all snow from sidewalks. Price includes all ice melt/Sidewalk 90/10 Salt brine used as needed.

Pre-treatment

Sidewalk Snow & Ice

Brooming/Blading/Blowing to remove all snow from sidewalks. Price includes all ice melt/Sidewalk 90/10 Salt brine used as needed.

SNOW - Plow 10" per inch over

Terms & Conditions

This agreement is between ____ Law Enforcement Center ____ ("Client") and From The Ground Up LLC ("FTGU") and contains all the terms and conditions and describes all work to be done by FTGU.

- **Prices are listed on the sheet attached.**
- FTGU will use the most cost-effective piece of equipment available for the job.
- Snow and ice removal will be done at the indicated level of accumulation.
- Client should provide its hours of operation, Holiday Schedule and anything that will help FTGU provide the best service possible.

Ice events - Trace Sidewalk Events - 1"Trigger on property **Lot Snow Removal - 1"**Trigger on property. **Level Of Service -** Lots, walks, and salting to be performed before 5AM Monday - Sunday. During ongoing storms our cycle time will be completed in 5 hour cycles.

CONTRACT TERM: Oct. 1 2025 to Apr 30 2026

ACCEPTACE; CHANGES: This proposal is void if not accepted within thirty (30) days of delivery to Client, and may be accepted only by Client's signing of this Agreement and delivery of the signed agreement to FTGU. Any changes to the proposal are void unless agreed upon by both Client and FTGU in the form of a written agreement. All costs associated with such a change are to be paid in full at the time the agreement is signed. This contract can be canceled at any time with a 30-day written notice and full payment of the contract.

SALES TAX: Sales tax is not included in prices and will be added where applicable. Client agrees that if the applicable sales tax rate changes at any time during the term of the agreement, client agrees to pay the new applicable sales tax rate.

INSURANCE: FTGU will maintain worker's compensation insurance, automotive insurance and liability insurance. Proof of insurance is available upon request from INFO@FTGU-MN.COM.

INVOICING AND SERVICE CHARGES: Invoices are mailed on the 1st & 15th of each month, and payment is due within fifteen (15) days of the date on the invoice. Any invoice not paid in full within fifteen (15) days of the date of the invoice, shall be considered past due and may be turned over to collections and a \$25.00 late charge will be added to your account along with any collection fees, attorney's fees and costs of collection. In addition to the late charge, a service charge of 1.50% per month (18%) annual rate, or the maximum allowable rate under Minnesota law, may be charged on invoices not paid within fifteen (15) days. There will be a \$30.00 dollar charge for any returned checks refused by FTGU's bank.

PAST DUE ACCOUNTS: Accounts that are past due will not have services performed under this agreement until the account is paid in full.

SURCHARGES: FTGU reserves the right to adjust the rates and prices set forth in this agreement based on increases in FTGU's costs for acquiring supplies necessary to perform the services, including, without limitation, fuel, salt, or sand. Price increases pursuant to this clause shall be limited to actual increases in the FTGU's costs for supplies that are reasonable and necessary for providing the services. FTGU shall provide written notice to Client of any price increase, specifying the effective date (which may be immediate) and amount of the increase and the reasons therefor.

UNFORESEEN CIRCUMSTANCES: If, at any time, unforeseen conditions present themselves and require a change to the scope of work, charges will apply for FTGU's costs resulting from such change, including, without limitation, costs of delay. The parties agree to promptly execute a written change order specifying the changes required to the scope of work and the charges associated with those changes.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless FTGU, as well as

FTGU's owners, officers, agents, employees, subcontractors, successors, and assigns from and against all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("Losses"), arising out of or relating to FTGU's provision of the services under this Agreement, or failure to promptly perform the services under this Agreement. Client's indemnification obligation specifically includes, without limitation, Losses arising from slip-and-fall accidents occurring on Client's premises, regardless of when and whether FTGU has provided services with respect to such premises. The foregoing indemnification obligations include Losses arising from FTGU's ordinary negligence but do not apply to the extent any claims arise out of the recklessness or willful misconduct of FTGU. This indemnification obligation shall survive the expiration or termination of this Agreement.

RELEASE OF LIABILITY: Client hereby releases, discharges and covenants not to sue FTGU as well as FTGU's owners, officers, agents, employees, subcontractors, successors, and assigns, from any and all claims, demands, damages, actions, causes of action, suits, costs (including attorney's fees) and liabilities of any nature whatsoever, arising out of or related to the Service Provider's provision of services pursuant to this Agreement, except for claims arising from the FTGU's recklessness or intentional misconduct. Specifically, but without limiting the foregoing, FTGU is not responsible for any turf/property damage when performing the services. Turf repair is not included in our pricing unless specifically stated in the scope of work. Any turf repair requested will be billed separately and will not be completed until the original invoice amount is paid in full. Client understands that snow plowing uses heavy equipment and steel blades over the surface of pavement, concrete, and gravel. If the surface is defective, deteriorated, weakened, or was not installed properly it will show after a winter of snow removal. Pictures of the lot will be taken prior to the season. FTGU is not responsible for any property damages, any damage to landscaping, including hardscaping, softscape, edging, shrubs, trees, rock/mulch, sod/turf, asphalt or concrete curbs and surfaces. FTGU is not responsible for any slip and fall or traction related accidents.

ATTORNEY'S FEES: Client understands and accepts that delays in payment made to FTGU may result in appropriate legal action to collect on past due accounts, including but not limited to, filing a mechanic's lien against the real property where services under this agreement is provided. Client agrees to pay for any costs and expenses, including attorney's fees, incurred by FTGU in the enforcement of any and all terms of this agreement.

PUBLICITY: Client gives FTGU a perpetual, non-exclusive, royalty-free right and license to use Client's name, image, testimonials, photographs, and other audiovisual works depicting Client (collectively, Client's "Image") for FTGU's promotional and marketing purposes. FTGU may use Client's Image in any of FTGU's publications, promotional materials, marketing activities, presentations, and/or any other media that exists or may exist in the future. Client authorizes the use of its Image for any purpose deemed appropriate or convenient by FTGU. In addition, Client releases FTGU from any and all liability for claims, demands, damages, actions, and causes of action arising from or in connection with the use of such media. Client understands that FTGU shall be the exclusive owner of all media created by FTGU, including media that contains Client's Image, and FTGU the authority to grant its representatives the right to distribute and license the media.

MISCELANIOUS PROVISIONS.

A. This agreement shall be governed by the substantive and procedural laws of the state of Minnesota. This agreement represents the entire agreement between the parties and may only be modified or amended in writing and signed by all parties.

B. If for any reason any term or provision of this agreement is held to be invalid or unenforceable, all other valid terms and provisions hereof shall remain in full force and effect, and all of the terms and provisions of this agreement shall be deemed to be severable in

nature.

C. Any party's failure to enforce any provision or provisions of this agreement shall not be construed as a waiver of any such provision or provisions and shall not prevent that party thereafter from enforcing each and every other provision of this agreement. The rights granted to both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available under the circumstances.

D. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Each party to this agreement represents that such party has duly authorized, executed and delivered this agreement and that this agreement is valid and binding obligation of such party, enforceable against such party in accordance with its terms.

F. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, lockouts, server attacks, riots, embargoes, acts of war or terrorism, epidemics, governmental regulations imposed after the fact, communication line failures, power failures, earthquakes, floods, fires, or other similar causes (any such cause, a "Force Majeure"). FTGU may not be able to provide, or may not be able to promptly provide, the services provided for under this Agreement under circumstances of extreme cold or during periods of unusually heavy snowfall, as such conditions may make the provision of the services unduly hazardous or may require such continuous work by the employees and contractors of FTGU as to necessitate rest periods, or may make provision of the services difficult or impossible for other reasons; Client specifically acknowledges that such conditions constitute a Force Majeure for purposes of this paragraph.

G. By signing this contract Client gives FTGU and its employees and contractors permission to be on the property to complete the work contracted.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY INDIVIDUAL WHO SIGNS THIS AGREEMENT ON BEHALF OF FROM THE GROUND UP LLC PROMISES AND REPRESENTS THAT HE OR SHE IS FULLY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF FROM THE GROUND UP LLC. ANY INDIVIDUAL WHO SIGNS THIS AGREEMENT ON BEHALF OF CLIENT, PROMISES, REPRESENTS AND GURANTEES THAT SUCH AGENT IS FULLY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

Client: _____

Signature: _____ Date _____

Accepted: _____

Print: _____ Phone: _____

Email: _____

—

ALL INFORMATION WILL BE EMAILED, PLEASE REACH OUT TO ACCOUNTING@FTGU-MN.COM FOR PAPER COPIES. THANKS FOR HELPING US GO PAPERLESS!

CREDIT CARD AUTHORIZATION (ONLY IF PAYING BY CREDIT/DEBIT CARD):

I, _____, give permission to From The Ground Up, LLC to charge

my card for the following purchases. My card details will be stored in my profile and will only be used for approved purchases. If electing credit card as my payment method, I hereby give permission to From The Ground Up to charge my credit card for services elected. This authorization will remain in effect until canceled in writing, and I agree to notify From The Ground Up in writing of any changes to my account information or termination of this authorization at least 15 days prior to the next billing date. I understand that a 3.50% credit card fee will be charged on the amount authorized. I acknowledge that the origination of credit card transactions to my account must comply with the provisions of U.S.. law. I certify that I am an authorized user of this card and will not dispute these transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Amount Authorized: \$ _____

Cardholder Name as shown on card: _____

Credit Card Type _____ Expiration Date _____

Billing ZIP code _____ 3-Digit Security Code _____

Credit Card Number _____

By _____

Erik Wencil

Date _____

From The Ground Up

By _____

Date _____

**City of Owatonna - Law
Enforcement Center**



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Fire Training Agreement - Riverland Community College

Purpose:

Approve execution of a Training Contract with Riverland Community College to provide EMR Refresher Training.

Background:

All firefighters maintain a minimum of Emergency Medical Responder (EMR) level of certification for emergency medical response. This level of certification requires continuing training and recertification every two years. This contract is for Riverland Community College to provide our refresher training.

Budget Impact:

Cost of this contract is \$1,650 and is included in the Fire Department's Training Budget.

Staff Recommendation:

Staff recommends approval of this Training Contract.

Attachments:

1. Customized Training Income Contract - RCC

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

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

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

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

Title of Instruction/Activity/Service:

EMR Refresher

Date(s) of Instruction/Activity/Service:

November 10, 2025 6pm to 9pm
November 24, 2025 6pm to 9pm

Instructor/Trainer/Consultant:

Qualified Instructor

Location:

Owatonna Fire Department

Other Provisions:

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

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

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

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE:

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

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Cost

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

One thousand six hundred fifty dollars and 00/100 for both sessions. (\$1,650.00)

Other fees:

N/A

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at

least Thirty (30) days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

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

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

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent: Edward Hoffman

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

VI. TERM OF CONTRACT

A. Effective date: October 20, 2025

B. End date: November 30, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

APPROVED:

1. PURCHASER:

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
Riverland Community College

By (authorized college/university signature)
Title
Date



DATE: November 5, 2025
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: T-Hangar Lease Agreement - Matt Frank/Peak 8 Aviation LLC

Purpose:

To approve a T-Hangar Rental Agreement for a unit located at the Owatonna Degner Regional Airport as follows:

Lessee	Resident	Unit	Monthly Rental Fee	Term
Matt Frank/Peak 8 Aviation LLC	Breckenridge, CO	Building 1, Unit K	\$185.00	1 year

Background:

The agreement provides for the rental of a 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 City Attorney Walbran.

Budget Impact:

Rental fee of \$2,220.00 will be annual Rental Revenue.

Staff Recommendation:

Staff recommends approval contingent upon receiving the required Certificate of Insurance.

Attachments:

1. T-Hangar Lease Agreement

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 Matthew T. Frank/Peak 8 Aviation LLC, a resident of the City of Breckenridge County of Summit, State of Colorado, 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 #1, UNIT "K"
(See attached Exhibit "A")

1. **TERM OF LEASE.** The initial term of this lease shall be for a period commencing November 1, 2025 and ending October 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 One Hundred Eighty Five dollars (\$185.00). All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as Lessor may designate. All rental payments shall be due by the 10th day of the month for which they are made. Upon expiration of this lease the rental fee may be adjusted by the City Council of the City of Owatonna.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 22nd day of OCT, 2023.

Matthew T. Frank
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. 1

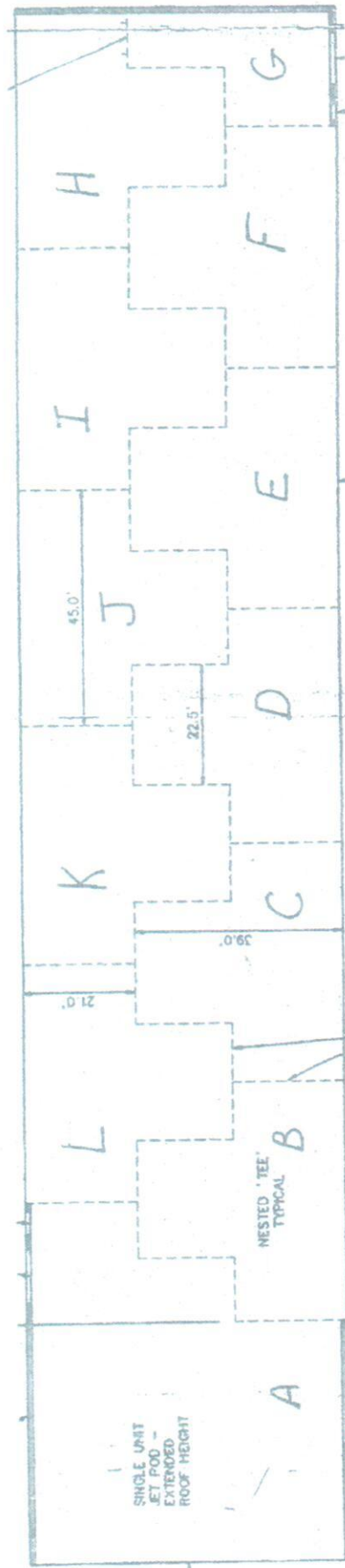


EXHIBIT "B"

1. Aircraft Type Cromman AA1A
2. Serial Number AA1A-0204
3. Registration Number N9404L
4. Present Condition of Aircraft Good / Airworthy
5. Present Market Value \$60,000
6. Insurance Carrier WINGS

Attach Copy of Insurance Certificate

mtc



CITY OF
OWATONNA

Finance Report

RECAP:

\$	28,393.16	AvFuel Corp - Airport fuel for resale
	53,524.79	Nero Engineering - WWTF upgrade & expansion project - Sept 2025
	23,925.00	Phone Station Inc - data cabling Velve Hall
	614,473.33	Rice Lake Construction Group - WWTP Expansion - pay est #40
	31,212.80	Short Elliott Hendrickson Inc - 18th Street SE Reconstruction & Trail Project
		- 18th Street SE Reconstruction & Trail Project - \$28,837.80
		- Airport Hangar code assessment/review - \$2,375.00
	<u>272,578.83</u>	OTHER EXPENDITURES
\$	1,024,107.91	SUBTOTAL
	<u>106,851.71</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$	<u><u>1,130,959.62</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
384962	11/01/25	ACADEMY APARTMENTS OF OWA LLC	1,024.00	R	ACH
384963	11/01/25	ALL AREA MANAGEMENT LLC	2,575.00	R	ACH
384964	11/01/25	APACHE APARTMENTS	667.00	R	ACH
384965	11/01/25	ATM PROPERTIES LLC	1,293.00	R	ACH
384966	11/01/25	ATR HOLDINGS	923.00	R	ACH
384967	11/01/25	AUSTIN HRA	1,249.00	O	Regular
384968	11/01/25	BARRY GILLESPIE	850.00	R	ACH
384969	11/01/25	BRIANT PROPERTIES	835.00	R	ACH
384970	11/01/25	BROWN CYNTHIA	524.00	R	ACH
384971	11/01/25	BRYCEN GREGOR	5,316.00	R	ACH
384972	11/01/25	CAPELLE COMPANIES LLC	564.00	R	ACH
384973	11/01/25	CEDAR RIDGE APARTMENTS	888.00	R	ACH
384974	11/01/25	CEDAR ROSE ASSOCIATES LLC	1,360.00	R	ACH
384975	11/01/25	CEDAR RUN TOWN HOMES MDI #41	3,061.00	R	ACH
384976	11/01/25	CEDARDALE NORTH APARTMENTS	567.00	R	ACH
384977	11/01/25	CEDARDALE SOUTH APARTMENTS	248.00	R	ACH
384978	11/01/25	CEDARDALE WEST APARTMENTS	578.00	R	ACH
384979	11/01/25	CHAD STANNARD	548.00	R	ACH
384980	11/01/25	CHASE BLUM	629.00	R	ACH
384981	11/01/25	CHRIS PROHASKI	1,344.00	R	ACH
384982	11/01/25	CHRIS PROHASKI II	570.00	R	ACH
384983	11/01/25	COMMON CENTS PROPERTIES LLC	323.00	R	ACH
384984	11/01/25	COOPERS COURT LLC	449.00	R	ACH
384985	11/01/25	DAKOTA STEARNS PROP LLC	750.00	R	ACH
384986	11/01/25	DANIEL SCHLEGEL	486.00	R	ACH
384987	11/01/25	EEK, LLC	2,853.00	R	ACH
384988	11/01/25	FREDRICKSON PROPERTIES	1,348.00	R	ACH
384989	11/01/25	IMAGE APARTMENT	5,274.00	R	ACH
384990	11/01/25	J & P PROPERTIES	324.00	R	ACH
384991	11/01/25	JULIE WERSAL	705.00	R	ACH
384992	11/01/25	KEG INVESTMENTS LLC	1,699.00	R	ACH
384993	11/01/25	KEITH MARTIN	1,082.00	R	ACH
384994	11/01/25	KLEVOS GREG	820.00	R	ACH
384995	11/01/25	L&L LEGACY PROPERTIES	1,084.00	R	ACH
384996	11/01/25	LINCOLN SQUARE APARTMENTS	6,392.00	R	ACH
384997	11/01/25	LWO LIMITED PARTNERSHIP #116	4,629.00	R	ACH
384998	11/01/25	MARQUARDT DENNIS	2,386.00	R	ACH
384999	11/01/25	MARTIN FAMILY LLC	3,205.00	R	ACH
385000	11/01/25	MCALLEN HOUSING COMMISSION	1,088.71	R	ACH
385001	11/01/25	MCCAULEY CONSTRUCTION	434.00	R	ACH
385002	11/01/25	MOSSEE PROP INV LLC	660.00	R	ACH
385003	11/01/25	NECHVILLE SUSAN	1,774.00	R	ACH
385004	11/01/25	NORTH HILLS ESTATE LLC	6,553.00	R	ACH
385005	11/01/25	NORTHCOURT APARTMENTS	742.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
385006	11/01/25	NORTHGATE	2,162.00	R	ACH
385007	11/01/25	NORTHSTAR HOLDINGS LLC	1,055.00	R	ACH
385008	11/01/25	NORTHWEST MANOR	5,859.00	R	ACH
385009	11/01/25	NRB PROPERTIES	451.00	R	ACH
385010	11/01/25	OWATONNA PUBLIC UTILITIES	232.00	R	ACH
385011	11/01/25	PARKVIEW OWATONNA LLC	573.00	R	ACH
385012	11/01/25	PHILLIP L BRUHA	940.00	R	ACH
385013	11/01/25	POSITIVE SHARE LLC	552.00	R	ACH
385014	11/01/25	PROHASKI PROPERTIES	1,057.00	R	ACH
385015	11/01/25	QUALITY RENTALS OF OWATONNA LL	952.00	R	ACH
385016	11/01/25	RICHARD ELLINGSON	467.00	R	ACH
385017	11/01/25	SIXSPARKS LLC	484.00	R	ACH
385018	11/01/25	SMITH REAL ESTATE LLC	1,143.00	R	ACH
385019	11/01/25	SPERO	3,355.00	R	ACH
385020	11/01/25	SUMMIT MANOR	482.00	R	ACH
385021	11/01/25	SUSAN I JOHNSON	3,273.00	R	ACH
385022	11/01/25	USDA RURAL DEVELOPMENT	634.00	0	Regular
385023	11/01/25	USDA RURAL DEVELOPMENT	512.00	0	Regular
385024	11/01/25	WILLOW RUN I MDI #58	3,377.00	R	ACH
385025	11/01/25	WILLOW RUN II MDI #85	3,924.00	R	ACH
385026	11/01/25	YOUNGDAHL DEVELOPMENT LLC	2,618.00	R	ACH
385027	11/01/25	ZK INVESTORS LLC	2,076.00	R	ACH
385028	11/05/25	A TASTE OF THE BIG APPLE	426.00	0	Regular
385029	11/05/25	ADVANCED ENGINEERING & ENVIRON	6,645.76	0	Regular
385030	11/05/25	AFLAC	2,558.80	R	ACH
385031	11/05/25	ALEXANDER LUMBER COMPANY	2,319.75	0	Regular
385032	11/05/25	ANCOM	337.50	R	ACH
385033	11/05/25	APG MEDIA OF SO MINNESOTA LLC	220.00	0	Regular
385034	11/05/25	ASBESTROL INC	14,410.00	R	ACH
385035	11/05/25	ASPEN MILLS INCORPORATED	2,164.38	0	Regular
385036	11/05/25	AVFUEL CORPORATION	28,393.16	R	ACH
385037	11/05/25	AWARDS DIRECT INC	215.50	0	Regular
385038	11/05/25	BAKER & TAYLOR BOOKS	83.90	R	ACH
385039	11/05/25	BAKER TILLY US LLP	5,747.00	R	ACH
385040	11/05/25	BARR ENGINEERING CO	3,169.00	R	ACH
385041	11/05/25	BLUERIDGE ARMOR LLC	1,104.75	0	Regular
385042	11/05/25	BROYHILL EQUIPMENT LLC	154.31	R	ACH
385043	11/05/25	C & B THOMPSON	865.00	0	Regular
385044	11/05/25	CDW GOVERNMENT INC	2,411.79	0	Regular
385045	11/05/25	CITY OF OWATONNA	3.60	0	Regular
385046	11/05/25	CLEAN RIVER PARTNERS	2,478.80	0	Regular
385047	11/05/25	CLIFTON LARSON ALLEN LLP-CLA	7,350.00	0	Regular
385048	11/05/25	CLUB CADDIE	525.00	R	ACH
385049	11/05/25	CORE & MAIN	165.75	0	Regular
385050	11/05/25	CRANE CREEK ASPHALT	4,681.25	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
385051	11/05/25	CURT'S TRUCK & DIESEL SERVICE	2,833.04	R	ACH
385052	11/05/25	CUSTOM COMMUNICATIONS INC	1,417.80	0	Regular
385053	11/05/25	DAVIS MECHANICAL SYSTEMS INC	3,085.00	R	ACH
385054	11/05/25	DENISE STEWART	279.66	R	ACH
385055	11/05/25	DISH	268.71	0	Regular
385056	11/05/25	EHLERS & ASSOCIATES INC	3,141.25	0	Regular
385057	11/05/25	EMPLOYEE STRATEGIES INC	13,333.50	R	ACH
385058	11/05/25	EVERSTRONG CONSTRUCTION INC	3,020.00	0	Regular
385059	11/05/25	EXTENDED DISC NORTH AMERICA IN	8,834.19	0	Regular
385060	11/05/25	EYE MED VISION CARE	619.51	0	Regular
385061	11/05/25	FARIBAULT CO SHERIFF'S OFFICE	4,937.05	0	Regular
385062	11/05/25	FIRST SUPPLY OWATONNA	509.89	R	ACH
385063	11/05/25	FLAHERTY & HOOD PA	6,045.00	R	ACH
385064	11/05/25	FOUR SEASONS ELECTRIC	1,271.82	R	ACH
385065	11/05/25	FREEBORN COUNTY ATTORNEY	78.18	0	Regular
385066	11/05/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
385067	11/05/25	GALLS	178.43	R	ACH
385068	11/05/25	GENUINE PARTS COMPANY - NAPA	87.54	R	ACH
385069	11/05/25	HAWKINS INC	10,140.48	R	ACH
385070	11/05/25	HEALTHPARTNERS INC	5,402.79	0	Regular
385071	11/05/25	HELEN M NAGEL INC	39.00	0	Regular
385072	11/05/25	HILLYARD INC	550.51	0	Regular
385073	11/05/25	HOUSE OWATONNA	189.95	0	Regular
385074	11/05/25	I U O E LOCAL 70	2,844.00	0	Regular
385075	11/05/25	INFO USA MARKETING INC	465.00	0	Regular
385076	11/05/25	INGRAM LIBRARY SERVICES LLC	1,501.62	0	Regular
385077	11/05/25	INNOVATIVE OFFICE SOLUTIONS	592.50	0	Regular
385078	11/05/25	INSTY PRINTS	64.12	R	ACH
385079	11/05/25	JOHN DEERE FINANCIAL	37.18	0	Regular
385080	11/05/25	KENNEDY & GRAVEN CHARTERED	38.00	0	Regular
385081	11/05/25	KOWZ-FM	400.00	R	ACH
385082	11/05/25	L & L STREET RODS & SPORT TRUC	5,938.09	R	ACH
385083	11/05/25	LAWSON AUTOMOTIVE LLC	1,403.86	R	ACH
385084	11/05/25	LAWSON PRODUCTS	11.69	0	Regular
385085	11/05/25	LINDER DIGITAL	1,180.00	R	ACH
385086	11/05/25	MACQUEEN EQUIPMENT CO	7,366.97	R	ACH
385087	11/05/25	MANKE'S OUTDOOR EQUIP & APPL	339.60	R	ACH
385088	11/05/25	MARCO TECHNOLOGIES LLC	8,864.27	R	ACH
385089	11/05/25	MARTIN-MCALLISTER	1,800.00	R	ACH
385090	11/05/25	MCMASTER-CARR SUPPLY CO	518.47	R	ACH
385091	11/05/25	METRO SALES INC	79.89	0	Regular
385092	11/05/25	METRNET SYSTEMS HOLDINGS LLC	954.07	R	ACH
385093	11/05/25	MID OPERATIONS LLC	254.26	R	ACH
385094	11/05/25	MID-AMERICAN RESEARCH CHEMICAL	481.96	0	Regular
385095	11/05/25	MIDWEST TAPE LLC	1,181.03	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
385096	11/05/25	MIKE'S REPAIR	5,736.28	R	ACH
385097	11/05/25	MINA ADSIT ARCHITECTURE & PLAN	2,130.00	R	ACH
385098	11/05/25	MINNESOTA ELEVATOR INC	142.00	R	ACH
385099	11/05/25	MN BUREAU OF CRIMINAL APPREH	600.00	0	Regular
385100	11/05/25	MN DRIVER & VEHICLE SERVICES	15.25	0	Regular
385101	11/05/25	MN NCPERS GROUP LIFE INSURANCE	384.00	0	Regular
385102	11/05/25	MN PUBLIC EMPLOYEES ASSOC	1,296.00	R	ACH
385103	11/05/25	MN UNEMPLOYMENT INS FUND	249.44	0	Regular
385104	11/05/25	NERO ENGINEERING	53,524.79	R	ACH
385105	11/05/25	OAK GLENN	63.50	R	ACH
385106	11/05/25	OFFICE OF MNIT SERVICES	668.83	0	Regular
385107	11/05/25	OLMSTED MEDICAL CENTER	316.00	0	Regular
385108	11/05/25	OWATONNA FILTERS LLC	1,496.52	R	ACH
385109	11/05/25	OWATONNA HEATING & COOLING INC	173.00	R	ACH
385110	11/05/25	OWATONNA PUBLIC UTILITIES	729.01	R	ACH
385111	11/05/25	OWT HARDWARE	639.31	0	Regular
385112	11/05/25	PAAPE COMPANIES INC	875.00	R	ACH
385113	11/05/25	PHONE STATION INC	23,925.00	0	Regular
385114	11/05/25	PLUNKETT'S PEST CONTROL INC	147.64	R	ACH
385115	11/05/25	PRAIRIE CREEK FENCE LLC	1,672.00	0	Regular
385116	11/05/25	RACHEL BOSS	31.40	0	Regular
385117	11/05/25	RADAR ROAD TEC	480.00	R	ACH
385118	11/05/25	RCM SPECIALTIES	869.91	0	Regular
385119	11/05/25	REINDERS INC	193.48	R	ACH
385120	11/05/25	RENT N SAVE PORTABLE SERVICES	470.25	0	Regular
385121	11/05/25	RICE LAKE CONSTRUCTION GROUP	614,473.33	R	ACH
385122	11/05/25	RICE STEELE 911 CENTER	5,782.75	0	Regular
385123	11/05/25	SANCO EQUIPMENT	224.73	R	ACH
385124	11/05/25	SENIORPLACE INC	144.00	0	Regular
385125	11/05/25	SHERWIN WILLIAMS COMPANY	345.70	0	Regular
385126	11/05/25	SHI INTERNATIONAL CORP	42.51	0	Regular
385127	11/05/25	SHORT ELLIOTT HENDRICKSON INC	31,212.80	R	ACH
385128	11/05/25	SHRED RIGHT	89.50	R	ACH
385129	11/05/25	SPARETIME ENTERTAINMENT LLC	3,955.00	0	Regular
385130	11/05/25	SPHERION STAFFING LLC	482.25	0	Regular
385131	11/05/25	STATE INDUSTRIAL PRODUCTS	1,001.22	R	ACH
385132	11/05/25	STEELE CO ATTORNEY'S OFFICE	69.65	0	Regular
385133	11/05/25	STEELE COUNTY SHERIFF	750.00	0	Regular
385134	11/05/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
385135	11/05/25	STEWART COMPANIES INC	363.66	0	Regular
385136	11/05/25	T-MOBILE	2,205.10	0	Regular
385137	11/05/25	TAMMY R INGVALDSON	68.00	0	Regular
385138	11/05/25	TELADOC HEALTH INC	1,058.00	0	Regular
385139	11/05/25	TEREX USA LLC	1,384.07	0	Regular
385140	11/05/25	THE LIBRARY STORE	9,896.39	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
385141	11/05/25	THE WALL STREET JOURNAL	182.54	0	Regular
385142	11/05/25	TIMOTHY GARBERS	11.23	0	Regular
385143	11/05/25	TREASURY DIVISION, FINANCE	113.03	0	Regular
385144	11/05/25	TWO RIVERS HABITAT FOR HUM	2,500.00	0	Regular
385145	11/05/25	UKG INC	16,399.05	R	ACH
385146	11/05/25	UNITED WAY	55.00	0	Regular
385147	11/05/25	UTILITY CONSULTANTS INC	7,507.31	R	ACH
385148	11/05/25	VAN METER INC	102.00	0	Regular
385149	11/05/25	VAULT HEALTH	86.16	0	Regular
385150	11/05/25	VEHICLE RESPONSE TRAINING LLC	2,836.85	0	Regular
385151	11/05/25	VESTIS GROUP INC	307.11	0	Regular
385152	11/05/25	WALBRAN & FURNESS CHARTERED	5,665.75	R	ACH
385153	11/05/25	WASECA CO ATTORNEY'S OFFICE	195.45	0	Regular
385154	11/05/25	WEN-COL INC	372.74	0	Regular
385155	11/05/25	WENCL CONSTRUCTION INC	14,991.00	0	Regular
385156	11/05/25	WENCL PLUMBING	914.63	0	Regular
385157	11/05/25	WEST PUBLISHING CORPORATION	641.03	R	ACH
385158	11/05/25	WIDSETH SMITH NOLTING & ASSOC	4,485.40	0	Regular
385159	11/05/25	WILKER JESSE	66.81	0	Regular

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

10/30/2025 10:00

Page 5

79	Checks total:	153,170.28
119	ACH total:	977,789.34
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
198	GRAND TOTALS	1,130,959.62



CITY OF
OWATONNA

Ordinances



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Mark Walbran - City Attorney
SUBJECT: Second/Final Reading Proposed Ordinance 25-12 - Amend City Code Chapter 122: Cannabis Regulation

Purpose:

Request Council approval of the amendment proposed to City Code Chapter 122 to limit sales of low potency hemp products to establishments open to persons age 21-and over.

Background:

During the Study Session prior the last City Council Meeting on October 21st, discussion was held on this proposed ordinance. The first reading of this proposed ordinance was held during that City Council Meeting and several questions were asked. Again, this will be a topic of discussion during the Study Session prior to the October 21st Council Meeting.

This year, the state legislature adopted an amendment requiring businesses selling low potency hemp products (LPHP) which were previously required to be registered with the Minnesota Department of Health under Minn. Stat. § 151.72 to be licensed instead. There are currently 43 LPHP retailers in Steele County, 12 of which are in the City limits.

On Monday, October 7, the City and County working group met again, including the County and City Administrators, OPD Chief, Community Development Director, Sheriff, and County Public Health Officials, to discuss whether our respective cannabis ordinances should be amended to include restrictions on the sale of LPHP products. It was the consensus of those at the meeting that it would be a hardship on existing LPHP retailers to comply with the adult use cannabis setbacks. Only 2 retailers would meet the current regulations.

It was also the consensus of the group that "limiting youth access to such products is an important public health priority". Thus, we recommend that both the County Board and City Council amend their respective ordinances to only allow existing LPHP retailers which are open only to persons age 21 or older to register with the County once they are licensed by the Office of Cannabis Management (OCM). Any new license LPHP retailers seeking registration with the County will be required to meet the setbacks in effect at the time of registration. Similar to the adult use registration rules, registration approved for LPHP retailer would be limited to their existing location and would not be transferable.

Proposed changes begin on page 5 in Section 122.04, Requirements of Cannabis Businesses, are underlined and also marked in the left margin.

Budget Impact:

Unknown.

Staff Recommendation:

The City Chief of Police, City Administrator, City Attorney, City Community Development Director, County Administrator, Sheriff, and County Health Department recommend approval of this amendment.

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Attachments:

1. Amended City Code Chapter 122 - Cannabis Regulation

CHAPTER 122: CANNABIS REGULATION

Section

122.01 Administration

122.02 Definitions

122.03 City's delegation of registration authority to Steele County

122.04 Requirements of cannabis businesses

122.05 Temporary cannabis events

122.99 Penalty

§ 122.01 ADMINISTRATION.

(A) Findings and purpose. The City Council makes the following legislative findings:

(1) The purpose of this chapter is to implement the provisions of Minn. Stat. Ch. 342, which authorizes the City Council to protect the public health, safety, welfare of the city's residents by regulating cannabis businesses within the legal boundaries of the city.

(2) The City Council finds and concludes that the proposed provisions are appropriate and lawful land-use regulations for the city, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

(B) Authority and jurisdiction. The City Council has the authority to adopt this chapter pursuant to:

(1) Minn. Stat. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses;

(2) Minn. Stat. § 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses;

(3) Minn. Stat. § 152.0263, Subd. 5, regarding the use of cannabis in public places; and

(4) Minn. Stat. § 462.357, regarding the authority of a local authority to adopt zoning ordinances.

(C) This chapter shall be applicable within the legal boundaries of the city.

(D) The city, by resolution, has delegated cannabis retail registration authority and compliance check responsibility herein to Steele County pursuant to Minn. Stat. § 342.22 and Steele County Ordinance 2024-42.

(E) Severability. If any section, clause, provision, or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

(F) Enforcement. The City Administrator and Chief of Police and his or her designees are responsible for the administration and enforcement of this chapter, except as provided in § 122.03(C)(1). Any violation of the provisions of this chapter or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this chapter can occur regardless of whether or not a permit is required for a regulated activity listed in this chapter.

(Ord. 1666, passed 12-3-2024) Penalty, see § 122.99

§ 122.02 DEFINITIONS.

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. § 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this chapter.

CANNABIS BUSINESSES. As defined in Minn. Stat. § 342.01, Subd. 14.

CANNABIS CULTIVATION. A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

CANNABIS RETAIL BUSINESSES. A retail location and the retail location(s) of mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

CANNABIS RETAILER. Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

DAY CARE FACILITY. A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

LOWER-POTENCY HEMP EDIBLE. As defined under Minn. Stat. § 342.01, Subd. 50.

OFFICE OF CANNABIS MANAGEMENT. Minnesota Office of Cannabis Management, referred to as “OCM” in this chapter.

PARK FEATURE. An attraction within a public park that is regularly used by minors, including, but not limited to, a playground or athletic field.

PLACE OF PUBLIC ACCOMMODATION. A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

PRELIMINARY LICENSE APPROVAL. OCM pre-approval for a cannabis business license for applications who qualify under Minn. Stat. § 342.17.

PUBLIC PLACE. Includes, but is not limited to:

(1) All public parks and trails, playgrounds and athletic fields, Brooktree Golf Course, Steele County Fairgrounds, West Hills, Public Library, Owatonna Public Utilities facilities and any other city- or county- or state-owned property within the city;

(2) All school property of schools as defined in this section below as “school”;

(3) Indoor area use by the general public, including, but not limited to, restaurants, bars, any other food or liquor establishments, including decks and other outdoor service areas;

(4) Hospitals, nursing homes, auditoriums, arenas, or gyms; and

(5) Meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

(6) Exceptions to PUBLIC PLACE or PLACE OF PUBLIC ACCOMMODATION. A PUBLIC PLACE or a PLACE OF PUBLIC ACCOMMODATION does not include the following:

(a) A private residence, including the individual’s curtilage or yard;

(b) A private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or

(c) On the premises of an establishment or event licensed to permit on-site consumption.

RESIDENTIAL TREATMENT FACILITY. As defined under Minn. Stat. § 245.462, Subd. 23.

RETAIL REGISTRATION. An approved registration issued by Steele County to a state-licensed cannabis retail business.

SCHOOL.

(1) Public school as defined under Minn. Stat. § 120A.05;

(2) Nonpublic school that meets the reporting requirements under Minn. Stat. § 120A.24;

(3) Charter school licensed by the Minnesota Department of Education; or

(4) Post-secondary educational facilities, including any colleges, universities, or technical schools.

SMOKING. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. **SMOKING** includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SPECIAL SERVICES. The exclusive allocation of city resources, including, but not limited to, city personnel, equipment, rights-of-way, property or facilities for use in conjunction with a specific event or activity, as requested by the host or sponsor of the event, or as requested by or on behalf of any person attending the event, or deemed necessary by city staff in order to maintain public safety.

STATE LICENSE. An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

TEMPORARY CANNABIS EVENT. An event lasting no more than four days at which cannabis products, cannabis flower, lower-potency hemp edibles, and hemp-derived consumer products may be sold and consumed and for which the organizer has a cannabis event organizer license issued by the Office of Cannabis Management.

TEMPORARY CANNABIS EVENT ORGANIZER. An individual or an organization licensed by the State of Minnesota to hold a temporary cannabis event, as described in Minn. Stat. §§ 342.39 and 342.40.

(Ord. 1666, passed 12-3-2024)

§ 122.03 CITY'S DELEGATION OF REGISTRATION AUTHORITY TO STEELE COUNTY.

(A) Pursuant to Minn. Stat. § 342.22, and Steele County Ordinance 2024-42, the city, by resolution, shall delegate to Steele County the city's authority to register cannabis and hemp businesses and its authority to conduct compliance checks of said businesses within the city's jurisdiction.

(B) No individual or entity may operate a state-licensed cannabis business within the city without first obtaining an approved registration issued by the county.

(C) In discharging its delegated authority, the county:

(1) Shall administer and enforce Steele County Ordinance 2024-42, Sec. 2 "Registration of Cannabis Businesses";

(2) Shall conduct a preliminary compliance check prior to issuance of a cannabis retail business registration to ensure compliance with local ordinances, including local zoning ordinances and, if applicable, the state fire code and building code;

(3) Shall conduct annual compliance checks at a minimum of one compliance check per calendar year of every cannabis business with a retail registration to assess if the business meets the age verification requirements and other requirements under Minn. Stat. § 342.22, and provided in Steele County Ordinance 2024-42; and

(4) Shall renew an annual registration of the state licensed cannabis retail business at the same time OCM renews the cannabis retail businesses license.

(Ord. 1666, passed 12-3-2024)

§ 122.04 REQUIREMENTS OF CANNABIS BUSINESSES.

(A) Minimum buffer requirements. The city shall prohibit the operation of a cannabis business within:

(1) One thousand feet of any school, as measured in a straight line, from the nearest boundary line of the cannabis business to the nearest boundary line of the school.

(2) Five hundred feet, as measured in a straight line, from the nearest boundary of the cannabis business to the nearest boundary line of the following:

(a) Day care facility;

(b) Residential treatment facility; and

(c) Public parks and trails regularly used by minors, including playgrounds and athletic fields and the Steele County Fairgrounds.

(3) The city shall prohibit the operation of a cannabis retail business within 1,000 feet of another cannabis business.

(4) Per Minn. Stat. § 462.357 Subd. 1e, nothing herein shall prohibit an active cannabis business or a cannabis business seeking a renewal registration from continuing operation at the same site of a school, day care, residential treatment facility, or public park regularly used by minors, moves within the minimum buffer zone.

(5) Any business not registered with the Minnesota Office of Cannabis Management (OCM) on or before August 31, 2025, under MINN. STAT. § 151.72, to sell hemp-derived cannabinoid products, that seeks to obtain a Lower-Potency Hemp Edible (LPHE) retailer license under MINN. STAT. § 342.46, must comply with all buffer requirements in this section.

(a) Businesses registered with OCM on or before August 31, 2025, that seek to obtain a LPHE retailer license are exempt from the buffer requirements in this section, provided that such retailers remain continuously operated at the same location. This exemption is non-transferable and shall terminate upon the sale, transfer, or relocation of the business.

(B) Insurance. No individual or entity may operate a state-licensed cannabis business within the city without first presenting a Certificate of Insurance to the City Administrator's Office as evidence of the following coverages for the location which shall meet the following minimum limits of liability:

(1) Commercial general liability (CGL):

- (a) \$1.5 million each occurrence;
- (b) \$3 million general aggregate; and
- (c) \$3 million products and completed operations aggregate (or product liability).

(2) Workers' compensation insurance:

- (a) As required by Minnesota state law; and
- (b) Employer's liability insurance:
 - 1. \$500,000 per accident;
 - 2. \$500,000 disease policy limit; and
 - 3. \$500,000 disease each employee.

(3) Commercial auto insurance: \$1 million combined single limit including coverage for hired and non-owned vehicles.

(C) Prohibited Sales and Other Restrictions

(1) Applicability. The provisions in this section apply to all registered cannabis retail businesses in the City, including lower-potency hemp edible retailers, unless otherwise noted. Approved products include adult-use cannabis, lower-potency hemp edible, and medical cannabinoid products.

(2) Hours of Operation. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, or hemp derived consumer lower-potency hemp edible products between the hours of 8:00 am to 10:00 pm. Monday to Saturday and on Sunday, 10:00 am to 10:00 pm.

(3) Legal Age. No person shall sell any approved product to any person under the age of 21.

(a) Businesses licensed or endorsed to sell medical cannabinoid products may sell medical cannabinoid products to persons under age 21 who are enrolled in the medical registry program pursuant to MINN. STAT. § 342.24 subd. 1.

(4) Age verification. Before any sale of approved products, the registered cannabis business must verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser is at least 21 years of age.

(5) Minimum clerk age. Individuals employed by a registered cannabis business must be at least 21 years of age to sell or handle approved products.

(6) Age restrictions and eligible retail locations. Except as provided in this subsection, no person shall sell or offer for sale any approved products, except in registered retail establishments that prohibit persons under the age of 21 from entering at all times.

(a) Businesses licensed or endorsed to sell medical cannabinoid products may allow entry to persons under age 21 who are enrolled in the medical registry program for the sole purpose of purchasing medical cannabinoid products pursuant to MINN. STAT. § 342.24.

(b) Lower-potency hemp edible beverages may be sold for on-site consumption in licensed food and beverage establishments that:

- i. Operate a permanently constructed bar service area under a valid on-sale intoxicating liquor or 3.2 malt liquor license under MINN. STAT. § 340A
- ii. Store and dispense such beverages only by an employee age 21 or older from behind the bar counter to patrons age 21 or older;

(7) Prohibited sales practices. In addition to the prohibitions set forth under MINN. STAT. § 342.27 subd. 12 and MINN. STAT. § 342.46 subd. 7, no registered cannabis business shall sell or offer to sell any approved product:

(a) By means of any type of vending machine.

(b) By means of self-service display. All approved products, including lower-potency hemp edible beverages, must be stored in a locked case behind the sales counter, in a storage unit, or in another area not freely accessible by the general public. This does not prohibit registered cannabis businesses from displaying single product samples pursuant to MINN. STAT. § 342.27 subd. 5.

(c) At a moveable place of business. Only fixed location businesses may sell approved products.

(d) By means of delivery sales. All sales of approved products must be conducted in person, in a registered cannabis business, in over-the-counter sales transactions. This does not prohibit the sale of medical cannabinoid

products by medical cannabis combination businesses by curbside pick-up as allowed in MINN. STAT.§ 342.51 subd. 5.

(e) That does not comply with the packaging and labeling required under MINN. STAT.§ 342.62 and 342.63 as may be amended from time to time, except that:

i. No lower-potency hemp edible beverage may be sold outside of its original packaging; and,

ii. No lower-potency hemp edible product may be sold that does not indicate a single serving by scoring or use of another indicator that appears on the product. If it is not possible to indicate a single serving by scoring or use of another indicator that appears on the product, the lower-potency hemp edible may not be packaged in a manner that includes more than a single serving in each container.

(f) By any other means, to any other person, or in any other manner or form prohibited by state or other local law, ordinance provision, or other regulation.

(8) Smoking prohibited. Smoking is prohibited within the indoor area of any registered cannabis business.

(9) Samples prohibited. No samples of any approved products may be distributed free of charge. The distribution of approved products as a free donation is prohibited.

(10) On-site consumption prohibited. No registered cannabis business may allow on-site consumption of approved products.

(a) Businesses may allow employee medical cannabis use and on-site use for quality control pursuant to MINN. STAT.§ 342.24 subd. 2.

(b) This prohibition does not apply to licensed food and beverage establishments lawfully serving lower-potency hemp edible beverages for on-site consumption.

(11) Products that are attractive to underage persons. No person shall sell or offer to sell any products that are attractive to individuals under age 21 as described in MINN. STAT. § 342.62 subd. 3.

(DE) Zoning and land use.

(1) Cultivation. Cannabis businesses licensed or endorsed for cultivation are permitted in the following zoning districts:

- (a) I-1 Light Industrial;
- (b) I-2 Heavy Industrial.

(2) Cannabis manufacturer. Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted in the following zoning districts:

- (a) I-1 Light Industrial;
- (b) I-2 Heavy Industrial.

(3) Hemp manufacturer. Businesses licensed or endorsed for low-potency hemp edible manufacturers are permitted in the following zoning districts:

- (a) I-1 Light Industrial;
- (b) I-2 Heavy Industrial.

(4) Wholesale. Cannabis businesses licensed or endorsed for wholesale are permitted in the following zoning districts:

- (a) I-1 Light Industrial;
- (b) I-2 Heavy Industrial.

(5) Cannabis retail. Cannabis businesses licensed or endorsed for cannabis retail are permitted in the following zoning districts;

- (a) B-2 Community Business District;
- (b) B-3 Central Business District.

~~(D) Hours of operation. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of:~~

- ~~(1) 8:00 a.m. to 10:00 p.m. Monday-Saturday;~~
- ~~(2) 10:00 a.m. to 10:00 p.m. Sunday.~~

(E) Advertising signs. Cannabis businesses are allowed to erect or place signs on the exterior of the building or property of the business, as permitted by Ch. 153 of this code of ordinances.

(Ord. 1666, passed 12-3-2024)

§ 122.05 TEMPORARY CANNABIS EVENTS.

(A) Permit required. Any person or organization desiring to hold a temporary cannabis event in the city must first:

- (1) Be licensed by the state as a temporary cannabis event organizer; and
- (2) Obtain a temporary cannabis event permit from the city.

(B) Temporary cannabis events are prohibited in residential districts.

(C) Temporary cannabis events must comply with the buffer requirements described in § 122.04.

(D) Temporary cannabis events must comply with all requirements detailed in Minn. Stat. § 342.40. The application shall include a detailed plan addressing the requirements of Minn. Stat. § 342.40, Subds. 3 through 8.

(E) Permit application.

(1) Form. Application for a permit to hold a temporary cannabis event must be made in writing and must contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and must be signed and sworn to or affirmed by the temporary cannabis event organizer. The application must contain and disclose the following:

- (a) Applicant name, address, phone number;
- (b) A list of all cannabis business, medical cannabis business, or hemp business licenses, as those terms are defined by Minn. Stat. § 342.01, held by the applicant;
- (c) Date(s) of proposed temporary cannabis event;
- (d) Duration of temporary cannabis event, including beginning and ending times;
- (e) Address of proposed temporary cannabis event;
- (f) Name of property owner, if different from applicant, together with the signature of the property owners on the application beneath the statement: "The undersigned consents to the use of his/her/their property for the event described above";
- (g) A complete copy of the cannabis event license application, submitted to the Office of Cannabis Management pursuant to Minn. Stat. § 342.39, Subd. 2; and

(h) Type and description of the temporary cannabis event, including:

1. Whether the general public will be permitted to attend, and estimated number of persons to attend;

2. Any public health plans, including supplying water to the site, solid waste collection and provision of toilet facilities, if applicable;

3. Any fire prevention and emergency medical services plans, if applicable;

4. Security plans;

5. The admission fee, donation, or other consideration to be charged or requested for admission, if applicable;

6. Whether food or alcohol will be served or sold at the event;

7. A detailed description of all public rights-of-way and private streets for which the applicant requests the city to restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns, the nature of such restrictions or alterations, and the basis;

8. A description of any services, city personnel, city equipment and city property which the applicant requests the city to provide, including the applicant's estimate of the number and type needed, and the basis on which the estimate is made. However, the city retains sole discretion to determine the number and type of services required for the event and to decide whether to grant such request;

9. Whether any sound amplification or public address system will be used or if there will be any playing of any music or musical instruments;

10. A statement signed by the applicant agreeing to pay all fees and meet all other requirements of this section;

11. Applicant signature and property owner's signature, if different from applicant; and

12. Any other information requested by the city, acting through its City Administrator or Chief of Police, deemed reasonably necessary in order to determine the nature of the temporary cannabis event and the extent of any special services required.

(2) Time for filing. A temporary cannabis event permit application must be filed with the city at least 30 days in advance of the date in which the temporary cannabis event is to occur.

(3) Permit fee. An applicant for a temporary cannabis event permit must pay a nonrefundable permit fee in the amount established by the city's fee ordinance.

(F) Application review.

(1) Upon receipt of a temporary cannabis event permit application, the City Administrator, or their designee, shall be responsible for promptly processing the

application, including conferring with city staff and the applicant as necessary to implement the provisions of this section, and, when required by this section, forwarding the processed application to the City Council with a recommendation to approve, approve with conditions or modifications, or deny the temporary cannabis event permit application.

(2) Special services. The City Administrator shall work with city staff to determine whether special services may be necessary, and the cost for such special services.

(3) Review. When a temporary cannabis event will not require any special services, the City Administrator may review and approve the permit application administratively. In cases where a temporary cannabis event requires special services, the application will be presented to the City Council for review.

(4) Permit denial. The city may deny an application for a temporary cannabis event permit if it determines from a consideration of the application or other pertinent information, that:

(a) The information contained in the application or supplemental information requested from the applicant is false or nonexistent in any material detail;

(b) The applicant fails to supplement the application after having been notified by the city of additional information or documents or additional permitting needed;

(c) The applicant fails to agree to abide or comply with all of the conditions and terms of the temporary cannabis event permit, including payment of all costs and expenses;

(d) The temporary cannabis event would substantially or unnecessarily interfere with traffic in the city, would interfere with access to the fire station or fire hydrants, or would interfere with access to businesses or residences in the immediate vicinity of the event and there are not sufficient city resources available at the time of the event to mitigate the disruption;

(e) The temporary cannabis event is of the size or nature that requires the diversion of so many law enforcement officers to properly police the event, site and contiguous areas that allowing the temporary cannabis event would unreasonably deny law enforcement protection to the remainder of the city and its residents;

(f) The proposed date and time of the temporary cannabis event conflicts with a previously scheduled event and there are not available at the time of the proposed temporary cannabis event sufficient city resources to provide services for both events without substantially or unnecessarily interfering with police, fire, water, public works, or other services to the city as a whole;

(g) The location of the temporary cannabis event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right-of-way;

(h) The temporary cannabis event would likely endanger the public safety or health;

(i) The temporary cannabis event would substantially or unnecessarily interfere with police, fire, water, public works, or other services to the city as a whole and there are not available at the time of the proposed event sufficient city resources to mitigate the disruption;

(j) The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled; and/or

(k) The applicant has on prior occasions made material misrepresentations regarding the nature and extent of special services required for a temporary cannabis event in the city or has violated the terms of a prior temporary cannabis event permit.

(G) Fees.

(1) Special services fee deposit. If any special services are to be used during the temporary cannabis event, the applicant may be required to pay a nonrefundable special services fee deposit at least ten business days before the temporary cannabis event. The City Administrator shall determine the special services fee deposit. It shall be based upon an estimate of special services that are necessary as determined by the city's department heads.

(2) User fee. Upon completion of the temporary cannabis event, the city may prepare a detailed account of all special services provided for the temporary cannabis event and, in such cases, will set the final user fee using the rates, fees and charges established as provided in this section. The city will then provide the applicant with a copy of the detailed account of the special services and an invoice for the user fee, less the fee deposit. The balance of the user fee will then become due and payable immediately upon its receipt.

(3) Special services rates. The rates charged shall be set by the city's fee ordinance and set forth in the fee schedule.

(H) Indemnification and insurance.

(1) If the temporary cannabis event requires special services, prior to the issuance of a temporary cannabis event permit, the permit applicant and authorized officer of the sponsoring organization, if any, must sign an agreement to indemnify, defend and hold the city, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the temporary cannabis event, except any claims arising solely out of the negligent acts or omissions of the city, its officials, employees and agents.

(2) Liability insurance required. The applicant must possess or obtain liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the temporary cannabis event. A certificate of insurance must be filed with the city prior to issuance of the temporary cannabis event permit. The certificate of insurance must name the city, its officials, employees and agents as additional insureds. Insurance coverage must be maintained for the duration of the temporary cannabis event. Any company hired or working on behalf of the applicant or sponsor must also present the city with a certificate of insurance naming the city, its officials, its employees, and agents as additional insureds.

(3) Minimum limits. The insurance coverages and limits of liability shall be as required in § 122.04(B), "Insurance". If on-site consumption is permitted at the temporary cannabis event, the policy must also include an endorsement for such consumption. The city may require additional endorsements depending upon the type of temporary cannabis event and the proposed activities.

(4) Waiver or reduction of required limits. The city may waive or reduce insurance requirements of this section under the following circumstances:

(a) The applicant or officer of the sponsoring organization signs a verified statement that the insurance coverage required by this section is impossible to obtain; or

(b) The city determines that the insurance requirements are in excess of the reasonable risk presented by the proposed temporary cannabis event.

(I) Temporary cannabis event regulations.

(1) Location restrictions. Temporary cannabis events are prohibited:

(a) At, in or on any public place or a place of public accommodation, unless allowed by the city. A public place means a public park, ballparks or trails, public event centers or facilities, public street, sidewalk or right-of-ways, alleys, boulevards, publicly owned parking lots, and any other developed or undeveloped city-owned property; or

(b) If held outdoors, on property within 1,000 feet of a school.

(2) Hours restrictions. Temporary cannabis events shall only be held between the hours of 8:00 a.m. until 10:00 p.m.

(3) On-site consumption of cannabinoid products is permitted in an area designated by the applicant and approved by the city. Access to areas where consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products is allowed shall be restricted to individuals who are at least 21 years of age, and the cannabis event organizer shall ensure that consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products within a designated consumption area is not visible from any public place.

(4) The temporary cannabis event must be in compliance with the city's nuisance ordinance at all times.

(5) All temporary cannabis events must follow all requirements of Minn. Stat. §§ 342.01 et seq.

(6) Permit revocation. A temporary cannabis event permit may be revoked by the City Administrator at any time for failure to comply with the provisions of this section or Minn. Stat. §§ 342.01 et seq.

(Ord. 1666, passed 12-3-2024) Penalty, see § 122.99

§ 122.99 PENALTY.

(A) Misdemeanor. Any person who violates this chapter is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. Each day each violation continues or exists constitutes a separate offense.

(B) Administrative fine. Any person who violates this chapter is subject to administrative fines in an amount set in the city fee schedule. Each day each violation continues or exists constitutes a separate offense.

(C) Violation of any provision of this chapter shall also be grounds for revocation of the temporary cannabis event permit, denial of any future application for a temporary cannabis event permit, and action against any city-issued business license held by the temporary cannabis event organizer.

(Ord. 1666, passed 12-3-2024)

Summary Publication

City of Owatonna ORDINANCE 1678

CANNABIS REGULATION

On November 5, 2025, the Owatonna City Council adopted Ordinance 1678, amending Chapter 122, Cannabis Regulation of the 2015 Code of Ordinances.

Notice is hereby given that pursuant to Minn. Stat. § 333A.01, subd.10, and Sec. 4.7 of the City Charter, a summary of Ordinance No. 1678 is provided as follows:

Ordinance No. 1678 amends CHAPTER 122: CANNABIS REGULATION regulates retail sales of lower-potency hemp edible products (LPHP). Existing retailers registered with the Office of Cannabis Management (OCM), on or before August 31, 2025, which have obtained an LPHP retail license are exempt from the Ordinance buffer requirements provided such retailers remain continuously in operation at the same location. The exemption is non-transferable and terminates upon the sale, transfer, or relocation of the business. Any newly licensed LPHP retailers seeking registration with the County must meet the buffer requirements at the time of registration. No LPHP products may be sold except at registered establishments which limits entry to persons age 21 or older with the following two exceptions (1) sales by a licensed medical cannabis facility or (2) sales of LPHP beverages for on-site consumption at licensed food and beverage business operating bar where such beverages are served only to patrons age 21 or older by an employee aged 21 or older.

A printed copy of the full ordinance is available for inspection during regular business hours at the City Administrator's Office at City Hall located at 540 West Hills Circle and is also available on the City's website.

First Reading Date:	October 21, 2025
Second Reading Date:	November 5, 2025
Publication Date:	November 8, 2025
Effective Date:	November 8, 2025

Dated: November 5, 2025

Jenna Tumma, City Administrator/City Clerk



CITY OF
OWATONNA

Resolutions



DATE: November 5, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 75-25: Approve Feasibility Report & Set Date for Public Hearing -
2026 18th Street SE Reconstruction

Purpose:

Requesting City Council approval Resolution 75-25: Approving the 18th Street SE Reconstruction Feasibility Report.

Background:

During the October 7, 2025 City Council Meeting Resolution 58-25, Order Feasibility Report — 18th Street SE Reconstruction Project, was approved. A feasibility report has been prepared by city staff and is presented in the attachments. The report discusses the reconstruction of a portion of 18th Street SE from Austin Road to just east of Cornerstone Lane. The need for this project is driven by aging infrastructure, improving safety, and providing multimodal transportation facilities to a corridor outlined in our Park and Trail System Master Plan.

A Preliminary Assessment Hearing is requested for December 2, 2025.

Budget Impact:

The project will be paid for by a combination of assessments, federal funds, state aid funds, transportation alternative funding, Local Trail Connections grant, sanitary sewer funds, stormwater funds, OPU funds and the general fund. Costs are summarized in the attached report; estimate of Total Project Cost is \$7,448,926.08 and the Preliminary Assessment total is \$451,836.84.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 75-25: Approve Report & Set Public Hearing Date - Preliminary Assessments
2. Feasibility Report - Project 26002 - 18th St SE Reconstruction Project

RESOLUTION NO. 75-25
A RESOLUTION RECEIVING FEASIBILITY REPORT AND SETTING
DATE FOR IMPROVEMENT HEARING

WHEREAS, pursuant to Resolution 58-25, adopted by the council on October 7th, 2025, a feasibility report has been prepared by Sean Murphy, City Engineer, with reference to proposed improvement for the 18th Street SE Reconstruction Project and this report was received by the council on November 5th, 2025. The following areas are affected:

- 18th Street SE from Austin Road to just east of Cornerstone Lane.

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$7,448,926.08.
2. A public hearing shall be held on such proposed improvement on the 2nd day of December 2025 in the council chambers of the city hall at 7:00 p.m. The clerk shall give mailed and published notice of such hearing and improvement as required by law.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

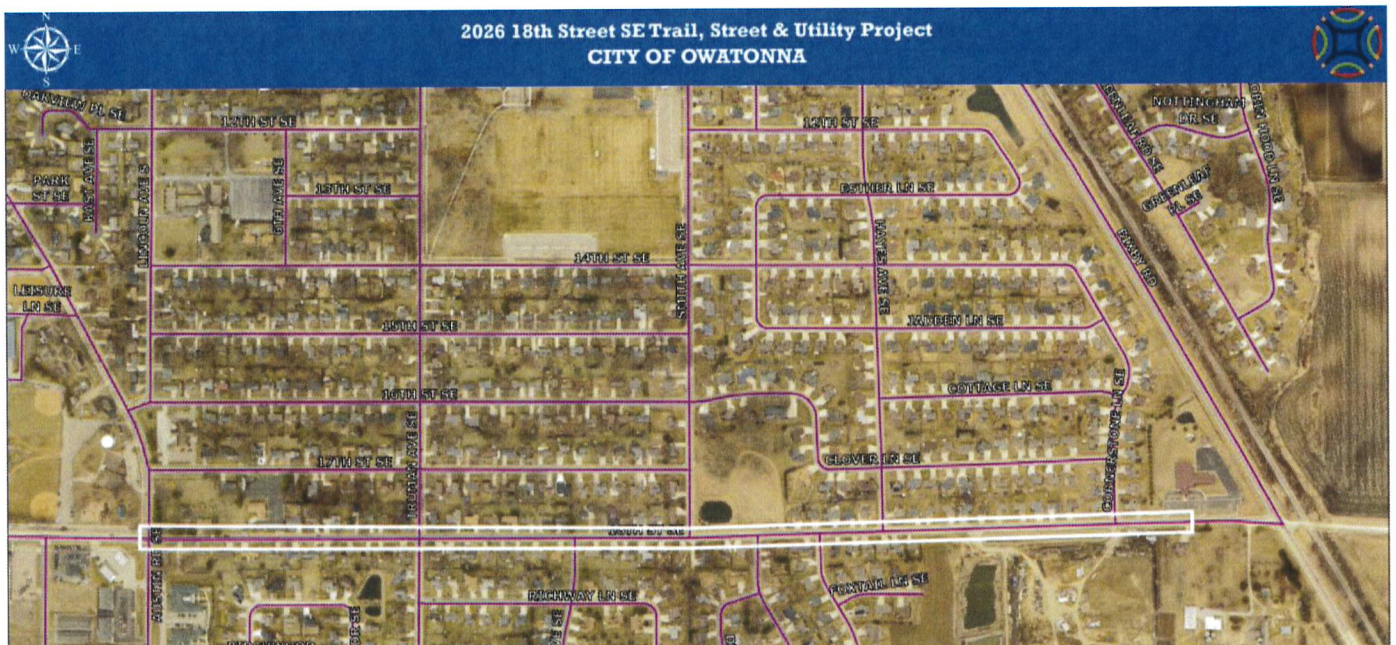
Matthew T. Jessop, Mayor

ATTEST

Jenna M. Tuma, City Administrator/City Clerk



**Feasibility Report
For the
18th Street SE Reconstruction Project
October 21, 2025**



Feasibility Report
For the
18th Street SE Reconstruction Project

Streets included in the 18th Street SE Reconstruction Project:

- 18th Street SE

I hereby certify that this feasibility report was prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Sean Murphy

Digitally signed by Sean Murphy
DN: C=US, E=sean.murphy@owatonna.gov,
OU=City of Owatonna, CN=Sean Murphy
Date: 2025.11.05 11:31:15-06'00'

Sean Murphy, PE
License No. 56604
11/5/2025

Introduction Project No. 26002 — 18th Street SE Reconstruction Project

The City Council has designated 18th Street SE, from Austin Road to just before the 18th Street Roundabout, for reconstruction and bituminous rehabilitation under the 18th Street SE Reconstruction Project. The street segments have deteriorating bituminous pavements, with conditions beyond an overlay, varying degrees of aged sanitary sewer and water lines, and an aging, undersized storm sewer system.



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Appendices

Appendix A	Letter Announcing November 2025 Informational Meeting & December 2, 2025 Public Hearing
Appendix B	Project Cost Summary
Appendix C	Assessment Breakdown Examples

Purpose

The City Council has designated 18th Street SE, between Austin Road and just past Cornerstone Lane up to the new roundabout connection for reconstruction in 2026. On October 7, 2025, the City Council adopted Resolution No. 58-25 ordering preparation of this feasibility report.

The purpose of this report is to analyze the proposed street and its condition to determine the engineering and fiscal feasibility of constructing the necessary improvements. The existing infrastructure conditions, proposed improvements, estimated construction costs and overhead costs (i.e. administration, engineering, fiscal, and legal expenses), will be presented in this report. Current public improvement policies adopted by the Owatonna City Council will be used as a guideline to determine the financing methods of the proposed improvements.

Background

18th Street SE is a Major Collector roadway in southeast Owatonna. In 2023, the school district opened a new high school on 87 acres located along the roadway which included the addition of a new roundabout at the intersection of 18th Street and Bixby Road (CSAH 48). The connection of 18th Street to the new roundabout is new and in good condition with no need for improvement. However, the section of 18th Street between Austin Road and just past Cornerstone Lane up to the new roundabout connection is slated for reconstruction. The need is driven by aging infrastructure, improving safety, and providing multimodal transportation facilities to a corridor outlined in the City's Park and Trail System Master Plan.

Project Scope

Construction is expected to include complete replacement of the corridor, including but not limited to; pavement, curb and gutter, sidewalk, multi-use bituminous trail, driveways, water main, sanitary sewer, and storm sewer. Street lighting enhancements will be coordinated with Owatonna Public Utilities.

The proposed project will potentially affect approximately 86 properties.



Existing Conditions and Proposed Improvements

18th Street SE Reconstruction Project is deteriorating and in need of both pavement rehabilitation as well as utility (water, sanitary sewer and storm sewer) upgrades.

The current condition of the infrastructure is outlined as follows:

Watermain

The watermain between Austin Road and La Casa Lane SE was installed in 1978 and has a history of breaks. This section of watermain is proposed for replacement. The section of watermain between La Casa Lane SE and end of the construction limits was installed in 1998 and is presumed to be in good condition. This section of watermain will remain in place with the exception of minor relocations due to potential hydrant and storm sewer conflicts.

Sanitary Sewer

The sanitary sewer mains in the proposed project area have been televised to determine the condition. The section of sanitary sewer between Austin Road and Field Stone Ave SE consists of clay pipe and was installed in 1977. A secondary segment was installed in the south boulevard area between Austin Road and Smith Ave SE in 1992 to address capacity issues. Conditions were found to be poor to fair with segments of lateral cracking and offset joints. The section will be fully replaced and upsized with the intent to eliminate having a dual sanitary main.

The segment of sanitary sewer between Field Stone Ave SE and the East end of the construction limits consists of PVC pipe and was installed in 2001. Conditions were found to be good throughout this section and therefore will remain in place.

Storm Sewer

The original storm sewer system was installed in 1967 with additional segments added in 1992, 1998 and 2009 to help address drainage issues. It is generally in fair to poor condition with structures and pipe sections in need of replacement. The 2022 Surface Water Management Plan conducted by WHKS identified 18th Street SE as a tier 1 priority stormwater infrastructure improvement area due to increased flood risk and existing storm sewer system being undersized.

The presence and location of sump pump service lines will be verified in areas being improved and stub in connections to the storm sewer system will be installed.

Street Pavements and Concrete Curb – Bituminous Pavement Reconstruction

The existing roadway is 40-feet wide and was constructed in 1983 from Austin Road to Smith Avenue with many subsequent small additions as development progressed. It has concrete curb and gutter and consists of one lane of traffic in each direction as well as on-street parallel parking on both side. Soil borings indicate that the current section has a depth of bituminous ranging from 6 inches to 10 inches and an aggregate base ranging from 2 inches to 14 inches. Due to the age and condition of the roadway, a mill and overlay is not recommended.

In addition to improving the road condition, another goal of the project is to narrow the roadway to allow for an appropriate buffer from traffic and improve safety. This will be accomplished by reducing the overall width to 32-feet, with one travel lane in each direction and a parking lane on the south side of the roadway. Concrete curb and gutter will also be replaced for the full length of the project.

Sidewalk and Trail Improvements

The project will include construction of a multi-use trail to facilitate non-motorized transportation for commuting, access to daily needs and services, recreation and nature opportunities in an underserved portion of the city. Preliminary design models show the trail construction on the north side of 18th Street SE.

The addition of a multi-use trail is in line with the Park and Trail Masterplan and will provide an essential connection between the 18th Street Trail Extension constructed in 2025 and the Owatonna Highschool.

Trees

Trees found to be interfering with utility services and the proposed geometric design will need to be removed. Trees located on private property will require compensation to the property owners. Trees located on the boulevard that need to be removed will be removed by the contractor and replaced as feasible within the proposed design.

Easements – Temporary and Permanent

Several temporary and permanent easements will need to be obtained to facilitate the construction of the trail. Easement needs will be determined during final design and affected property owners will be notified accordingly.

Private Driveways

If the concrete curb is removed next to the driveway and the driveway needs repair, it will be replaced to the standard width allowed by City ordinance or existing width, whichever is less. This may include any or all driveways along the project. Should driveway aprons require replacement, property owners may have the option to widen their respective aprons to the maximum width allowed in zoning code. Any increase in driveway apron width from the existing shall be paid directly to the contractor by the property owner.

Private Utility Improvements

Private utilities are not affected by this construction. A utility coordination meeting will be held in conjunction with utility owners where the proposed improvements will be discussed and any necessary relocations of existing facilities will be identified.

Public Utility Improvements

Proposed improvements include watermain and street lighting. Coordination for these improvements will take place with Owatonna Public Utilities during the design phase.

Permits

An NPDES permit through the MPCA will be necessary for this project. The Engineering Department will ensure all necessary permits are obtained.

Public Informational Meeting

A public informational meeting where property owners will have the opportunity to meet with staff to discuss plans will be held prior to the improvement hearing. An example of the proposed letter sent to residents announcing the neighborhood meeting and public hearing is included in Appendix A.

Estimated Project Costs

The estimated total project improvement cost is \$7,448,926. Based on experience with similar projects in the city, the overhead costs have been estimated at 25% of the total construction cost. The overhead costs include engineering, project administration, fiscal and legal costs, and contingencies. Normal inflation has been accounted for; however, the current construction market and costs are volatile, and we will not know current prices until the project is bid. The cost estimate for the proposed improvements is broken down in Table 1.

Financing and Assessments

The 18th Street SE Reconstruction Project is proposed to be financed through a combination of sources including the following dollars that have been awarded to the City for this project:

- Transportation Alternatives Program: \$490,729
- Federal Funding: \$1,548,800
- Local Trail Connections Grant: \$214,693

Project costs not covered by the above funding sources will be paid for through a combination of city utility funds, street reconstruction funds, state aid funding, and special assessments to benefited properties (according to the City's Assessment Policy).

A preliminary opinion of the probable cost for the proposed assessments per assessable foot (plus applicable cost of sanitary sewer and water services) is as follows:

Cost Breakdown	Street	Sanitary	Storm	Watermain	Total	Assessable
18th Street SE	\$3,699,321.43	\$807,177.50	\$1,911,865.00	\$1,030,562.15	\$7,448,926.08	\$3,724,463.04

Assessment Costs by Street	Actual	Proposed
18th Street SE	\$428.63/ft	\$52.00/ft

Property owners receiving benefits from the proposed improvements and who would be assessed for all, or a portion of the improvements are listed on the Preliminary Assessment Roll on file with the Office of the City Clerk. The assessment roll indicates the parcel identification number (PIN), owner, property address, the assessable footage of the property and the amount of the proposed assessment.

The City's assessment policy for public improvements allows for the distribution of the proposed assessment for residential properties over a 10-year period. A sample breakdown of the annual payments on assessment for several assessment amounts based on an interest rate of **6 percent is included** in Appendix C.

The City's assessment policy also allows for deferred payment of special assessments for qualified property owners. The deferment policy is available at the City's website www.owatonna.gov and on file with the Office of the City Clerk.

Project Schedule

The proposed project schedule is as follows:

City Council Orders Feasibility Report	October 7, 2025
City Council receives Feasibility Report	November 5, 2025
City Council Sets date for Public Hearing on Improvement	
Neighborhood Meeting held to discuss project plans and answer questions	November 2025
City Council holds Public Hearing on Improvement	December 2, 2025
City Council orders Plans and Specifications	
City Council Approves Plans and Specifications	January 2026
City Council authorizes Advertisement for Bids	
Bids Opened	February 2026
City Council awards bids	February 2026
Begin Construction	April 2026
Construction Substantially Complete	October 2026
City Council Sets date for Assessment Hearing	November 2026
City Council holds Assessment Hearing	December 2026
Final Completion	December 2026

Feasibility, Necessity and Cost-Effectiveness

The proposed improvements included in the 18th Street SE Reconstruction Project consisting of watermain, sanitary sewer, storm sewer, and street reconstruction along with the addition of a multi-modal trail are feasible from an engineering standpoint, necessary, and cost effective if constructed under a single project as proposed. These improvements would greatly improve the level of public service to the residents of the areas and enhance the safety and appearance of the neighborhood. The improvements can most effectively and economically be constructed if undertaken through a coordinated contract that would cause the improvements to be installed in the proper sequence.

Recommendation

Our recommendation to the City Council is to accept the feasibility report and order improvements to be constructed to all streets and that the watermain, sanitary sewer, storm sewer, streets and multi-modal trail be installed as proposed in this feasibility report. The estimated cost of these improvements, including the proposed assessments, is reasonable and comparable with similar improvements being constructed in other cities.

Next Steps

1. If the City Council approves the project, then staff will complete the design of the project, including the preparation of construction plans and specifications.
2. The City Council will be asked to authorize the project for bids, receive and review bids and award a contract to the lowest responsive and responsible bidder.

Appendix A

Letter Announcing November 2025 Neighborhood Meeting and
December 2, 2025, Improvement Hearing



November 6, 2025

Property Owner
Mailing Address
City, State, Zip

Dear Property Owner:

Your property located at Property Address in Owatonna, MN is included in the 18th Street Reconstruction Project. The 18th Street Reconstruction Project limits are shown in the attached map. This improvement will be subject to assessments.

A Neighborhood Meeting is planned for November X, 2025 beginning at 5:30 pm. This informal meeting will be held in Council Chambers at the Charles S. Crandall Center at 540 West Hills Circle. Staff will present project plans and answer questions.

A Public Hearing for this improvement project will be held on December 2, 2025, during the City Council Meeting beginning at 7:00 p.m. Council Meetings are held in the Council Chambers at the Charles S. Crandall Center at 540 West Hills Circle. Any person who has a desire to be heard concerning the proposed improvement will be heard at this meeting. Public Hearing Notice will be given, and a copy is enclosed for you. The estimated cost of this improvement is \$7,448,926.08. The preliminary assessment total is \$451,836.84.

A reasonable estimate of the impact of an assessment for Parcel ID#PID located at Property Address for this project will be:

Assessable Footage Length: Frontage Rate: \$52/foot Preliminary Assessment Amount: \$
--

If this repair is approved by Council, another public hearing will be held when the project is completed. At that time Council will consider the Proposed Assessment amount to charge to your property. The Proposed Assessment amount could be lower than the Preliminary Assessment Amount shown above if project costs are less than currently estimated. The Proposed Assessment cannot be more than this Preliminary Assessment Amount without prior agreement by the property owner. Terms of payment will be set following the public hearing after project completion.

Sincerely,

Sean Murphy, PE
City Engineer
City of Owatonna
O: 507.774.7306

SPM/amn

Appendix B

Project Cost Summary

Cost Breakdown	Street	Sanitary	Storm	Watermain	Total	Assessable
18th Street SE	\$3,699,321.43	\$807,177.50	\$1,911,865.00	\$1,030,562.15	\$7,448,926.08	\$3,724,463.04

Assessment Costs by Street	Actual	Proposed
18th Street SE	\$428.63/ft	\$52.00/ft

Appendix C

Sample Assessment Breakdown

Interest 6.00%						
Year	Principal	Payment		Year	Principal	Payment
1	\$2,500.00	\$400.00		1	\$5,000.00	\$800.00
2	\$2,250.00	\$385.00		2	\$4,500.00	\$770.00
3	\$2,000.00	\$370.00		3	\$4,000.00	\$740.00
4	\$1,750.00	\$355.00		4	\$3,500.00	\$710.00
5	\$1,500.00	\$340.00		5	\$3,000.00	\$680.00
6	\$1,250.00	\$325.00		6	\$2,500.00	\$650.00
7	\$1,000.00	\$310.00		7	\$2,000.00	\$620.00
8	\$750.00	\$295.00		8	\$1,500.00	\$590.00
9	\$500.00	\$280.00		9	\$1,000.00	\$560.00
10	\$250.00	\$265.00		10	\$500.00	\$530.00
Year	Principal	Payment		Year	Principal	Payment
1	\$7,500.00	\$1,200.00		1	\$10,000.00	\$1,600.00
2	\$6,750.00	\$1,155.00		2	\$9,000.00	\$1,540.00
3	\$6,000.00	\$1,110.00		3	\$8,000.00	\$1,480.00
4	\$5,250.00	\$1,065.00		4	\$7,000.00	\$1,420.00
5	\$4,500.00	\$1,020.00		5	\$6,000.00	\$1,360.00
6	\$3,750.00	\$975.00		6	\$5,000.00	\$1,300.00
7	\$3,000.00	\$930.00		7	\$4,000.00	\$1,240.00
8	\$2,250.00	\$885.00		8	\$3,000.00	\$1,180.00
9	\$1,500.00	\$840.00		9	\$2,000.00	\$1,120.00
10	\$750.00	\$795.00		10	\$1,000.00	\$1,060.00



CITY OF
OWATONNA

Miscellaneous