

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. This will be a closed-door session to discuss Labor Negotiation Strategies. After the closed session, there will be a general update of board and commission activities if time allows.



OWATONNA CITY COUNCIL MEETING
Tuesday, October 4, 2022 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Voss, Dotson, Burbank, Boeke,
Raney, Svenby & Schultz

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

- 1.1. Council Agenda
- 1.2. Public Hearing - Proposed Assessments - N Cedar Avenue Steetscape Project
 - 1.2.1. Res 81-22 Adopt Assessments - N Cedar Avenue Project
- 1.3. Mayor Kuntz
 - 1.3.1. Proclamation - National Domestic Violence Awareness Month - October
 - 1.3.2. Proclamation - Manufacturing Week - October 7-15, 2022
 - 1.3.3. Proclamation - Jason Karsten Day - October 11, 2022 - 2022 Firefighter of the Year
 - 1.3.4. Proclamation - Pregnancy & Infant Loss Awareness Day - October 15, 2022 - IRIS

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – September 20, 2022
- 2.2. Board/Commission Minutes
 - 2.2.1. OPU Meeting - August 25, 2022
 - 2.2.2. Airport Commission Meeting - September 8, 2022
 - 2.2.3. Park Board Meeting - September 12, 2022
 - 2.2.4. Human Rights Commission Meeting - September 13, 2022
 - 2.2.5. EDA Meeting - September 21, 2022
 - 2.2.6. HRA Meeting - September 26, 2022
 - 2.2.7. Planning Commission Meeting - September 27, 2022
- 2.3. Department Reports:
 - 2.3.1. Weed/Nuisance Inspection Report
- 2.4. Licenses/Permits
 - 2.4.1. Event Permit - OFD Chili Feed
- 2.5. Miscellaneous
 - 2.5.1. Use Agreement - Owatonna Diving Club
 - 2.5.2. Training Contract - Riverland Community College
 - 2.5.3. Stormwater and Facility Maintenance Agreement - Festal Place, LLC

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions:

3.2.1. Res 82-22: CUP-1 Cemstone Batch Plant Building Height CUP

3.2.2. Res 83-22 2023 Life and Long Term Disability Insurance - Accept Proposals and Award Policies

3.3. Miscellaneous

3.3.1. Tobacco and 3.2% Malt Liquor Licenses - Holiday Stationstore #2746519

3.3.2. Tree Trimmers License - David Schroht for Tree Masters, LLC

3.3.3. 2021 Bridge Street Project - Change Order #6

3.3.4. Amending and Assigning Purchase Agreement with KAMP Automation / KAB Properties LLC

4. STAFF REPORTS

5. **PUBLIC COMMENTS:** (Please limit comments - 2 minutes and items not on the agenda.)

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

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 Tuesday, October 4, 2022 in the Council Chambers of City Hall at 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the North Cedar Avenue Streetscape Project.

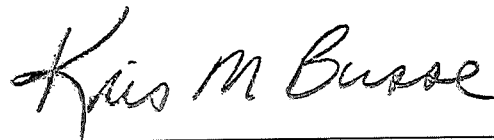
The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurements or calculation is in error, we would appreciate it if you would call the City Engineer's Office 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 North Cedar Avenue Streetscape Project. were \$5,647,781.35. of which \$345,592.10 is proposed as assessments.

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 for requesting this deferment are available at the office of the City Clerk.

Dated: September 6, 2022



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



Public Works Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Res 81-22 Adopt Assessments - N Cedar Avenue Project

Purpose:

Requesting City Council approval to adopt the assessments for the 2021 Truman Avenue Project.

Background:

A public hearing regarding the proposed assessments was held on October 4, 2022. The assessment will be repaid over a 10 year period of time. Since this is a 2021 project, the recommended interest rate is 3%, which is based on the 2021 bond issue's true interest costs.

Budget Impact:

The City of Owatonna will collect the assessments as reimbursement for expenses incurred as provided by our policies and state statute. Assessments to be collected amount to \$345,592.10.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 81-21 Adopt Assessment - 2021 N Cedar Streetscape
2. N Cedar Streetscape Assessment Roll - Final

RESOLUTION NO. 81-22

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 2021 North Cedar Avenue Streetscape 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 2023, and shall bear interest at the rate of 3.00 (three) 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, 2023. 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 November 3, 2022 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 ____, 2022, with the following vote:

Aye __; No __; Absent __.

Approved and signed this ___ day of ____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

Client Name: City of Owatonna
Location: Owatonna, MN
ISG Project Number: 24069
Date: 9/21/2022

Final Assessment Roll

			Street and Alley Assessment											Water Service Assessment									Supplemental Assessments			
Parcel ID	Address	Name	Front Footage	Assessable Front Footage	Side Footage (Corner Lots Only)	Assessable Side Footage (Corner Lots Only)	Assessable Footage	Calculated Per Foot Assessment	Alley Footage	Assessable Alley Footage	Calculated Alley Per Foot Assessment	Maximum Per Foot Assessment	Proposed Street + Alley Assessment	Existing Fire Service	Installed Water/Fire Service Condition	Proposed Fire Service	Assessed Fire Service	Water Service Cost	Water Connection Cost	Proposed Water Assessment	Vault Wall Removal (SF)	Vault Infill Wall (SF)	Vault Wall (Standard)	Vault Wall (Special)	Sidewalk	Total Proposed Assessment
17-100-0001	100 E Main Street	CITY OF OWATONNA	30	30		0	30	\$439.00				\$52.00	\$1,560.00		N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$1,560.00
17-100-0403	101 N Cedar Avenue	Norwest Bank Owat Properties	68	68	46	10	78	\$439.00				\$52.00	\$4,056.00	-	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$4,056.00
17-100-0303	104 W Broadway	Vesterby Real Estate Investments	66	66	51	10	76	\$439.00				\$52.00	\$3,952.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	N/A	N/A		\$26,312.00		\$34,166.14
17-100-0402	107 N Cedar Avenue	JB Properties of Waseca, LLC	42	42		0	42	\$439.00				\$52.00	\$2,184.00	No	1 & 2	2	2	\$6,304.29	\$1,585.00	\$7,889.29	0	0	\$0.00			\$10,073.29
17-100-0302	110 N Cedar Avenue	Caramel Development LLC	44	44		0	44	\$439.00				\$52.00	\$2,288.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	308	88	\$3,036.00			\$9,226.14
17-100-0401	111 N Cedar Avenue	Rick and Debra Gnemi as Trutees	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,131.14
17-100-0301	112 N Cedar Avenue	Caramel Development LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	161	46	\$1,587.00			\$6,633.14
17-100-0424	113 N Cedar Avenue	Matthew Kern	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	0	0	\$0.00			\$5,046.14
17-100-0329	114 N Cedar Avenue	Gerald and Janet Besser	22	22		0	22	\$439.00				\$52.00	\$1,144.00	Yes	2	1	0	\$0.00	\$750.00	\$750.00	154	0	\$1,078.00			\$2,972.00
17-100-0423	115 N Cedar Avenue	JL Springer Properties LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	Yes	2	1	0	\$0.00	\$750.00	\$750.00	154	0	\$1,078.00			\$2,972.00
17-100-0328	116 N Cedar Avenue	GSO Properties, LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,131.14
17-100-0422	117 N Cedar Avenue	Anabel Gutierrez & Adan Amaro	22	22		0	22	\$439.00				\$52.00	\$1,144.00	-	1	0	1	\$3,152.14	\$835.00	\$3,987.14	N/A	N/A		\$40,767.00		\$45,898.14
17-100-0327	118 N Cedar Avenue	Matthew & Debra Gillard	22	22	6	6	28	\$439.00				\$52.00	\$1,456.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,443.14
17-100-0421	119 N Cedar Avenue	Anabel Gutierrez & Adan Amaro	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	N/A	1	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$1,144.00
17-100-0326	120 N Cedar Avenue	Dean & Kelly Velzke	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	154	0	\$1,078.00			\$6,209.14
17-100-0419	121 N Cedar Avenue	Thomas & Anna Brick	44	44	47	10	54	\$439.00				\$52.00	\$2,808.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	0	0	\$0.00		\$4,872.25	\$11,582.39
17-100-0325	122 N Cedar Avenue	Barry Gillespie	22	22		0	22	\$439.00				\$52.00	\$1,144.00	Yes	1	1	0	\$0.00	\$835.00	\$835.00	70	0	\$490.00			\$2,469.00
17-100-0324	124 N Cedar Avenue	Barry Gillespie	22	22	59	10	32	\$439.00				\$52.00	\$1,664.00	No	3	1	1	\$3,152.14	\$400.00	\$3,552.14	0	0	\$0.00		\$6100 - Stairwell	\$11,316.14
17-100-0904	202 N Cedar Avenue	Parrott Building LLC	44	44	37	10	54	\$439.00				\$52.00	\$2,808.00	-	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$2,808.00
17-100-1002	203 N Cedar Avenue	Owatonna Hospitality 1 LLC	44	44		0	44	\$439.00				\$52.00	\$2,288.00	Yes	4	1	0	\$0.00	\$525.00	\$525.00	0	45	\$450.00			\$3,263.00
17-100-1003	203 N Cedar Avenue	Owatonna Hospitality 1 LLC	22	22	48	10	32	\$439.00				\$52.00	\$1,664.00	-	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$1,664.00
17-100-1001	207 N Cedar Avenue	Owatonna Hospitality 1 LLC	66	66	92	10	76	\$439.00				\$52.00	\$3,952.00	No	2	2	2	\$6,304.29	\$750.00	\$7,054.29	0	0	\$0.00			\$11,006.29
17-100-0901	208 N Cedar Avenue	B&B Cole Properties LLC	66	66		0	66	\$439.00				\$52.00	\$3,432.00	Yes	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$3,432.00
17-100-0900	212 N Cedar Avenue	Penelope Wadekamper	22	22		0	22	\$439.00	81	81	\$67.29	\$52.00	\$5,356.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	125	0	\$875.00			\$10,133.14
17-100-0922	214 N Cedar Avenue	Martin Family LLC	22	22		0	22	\$439.00	81	81	\$67.29	\$52.00	\$5,356.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	0	0	\$0.00			\$9,258.14
17-100-1021	215 N Cedar Avenue	Owatonna Hospitality 1 LLC	83	83		0	83	\$439.00				\$52.00	\$4,316.00	Yes	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$4,316.00
17-100-0921	216 N Cedar Avenue	Martin Family LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	3	1	1	\$3,152.14	\$400.00	\$3,552.14	129	0	\$903.00			\$5,599.14
17-100-0920	218 N Cedar Avenue	Ronald Schouweiler	22	22		0	22	\$439.00				\$52.00	\$1,144.00	-	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$1,144.00
17-100-0919	220 N Cedar Avenue	Ronald Schouweiler	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	3	1	1	\$3,152.14	\$400.00	\$3,552.14	0	0	\$0.00			\$4,696.14
17-100-0918	222 N Cedar Avenue	Daniel Kubista % JB Properties of Waseca LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	Yes	2	1	0	\$0.00	\$750.00	\$750.00	0	0	\$0.00			\$1,894.00
17-100-1020	223 N Cedar Avenue	Owatonna Hospitality 1 LLC	49	49	33	10	59	\$439.00				\$52.00	\$3,068.00	No	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$3,068.00
17-100-0917	224 N Cedar Avenue	Oscar & Tammy Mazariego	22	22	33	10	32	\$439.00				\$52.00	\$1,664.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	0	0	\$0.00			\$5,566.14
17-100-2002	301 N Cedar Avenue	PHFS Properties LLC	67	67	34	10	77	\$439.00				\$52.00	\$4,004.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	0	0	\$0.00			\$7,906.14
17-100-1903	302 N Cedar Avenue	Jodi & Robert Klecker	22	22	39	10	32	\$439.00				\$52.00	\$1,664.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,651.14
17-100-1902	306 N Cedar Avenue	Duchess Holdings LLC	66	66		0	66	\$439.00				\$52.00	\$3,432.00	Yes	3	1	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$3,432.00
17-100-1901	310 N Cedar Avenue	Jerry & Ruth Williams	44	44		0	44	\$439.00	115	115	\$134.09	\$52.00	\$8,268.00	Yes	3	1	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$8,268.00
17-100-2001	311 N Cedar Avenue	Cedar Rose Associates LLC	65	65		0	65	\$439.00				\$52.00	\$3,380.00	No	1 & 1	2	2	\$6,304.29	\$1,670.00	\$7,974.29	15	15	\$255.00			\$11,609.29
17-100-1916	314 N Cedar Avenue	Terry & Laurie Johnson	53	53		0	53	\$439.00	115	115	\$134.09	\$52.00	\$8,736.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	111	0	\$777.00			\$13,500.14
17-100-2025	315 N Cedar Avenue	M&H Rentals LLC C/O George Marazes	49	49		0	49	\$439.00				\$52.00	\$2,548.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$6,535.14
17-100-2024	317 N Cedar Avenue	Seid Properties, LLC	22	22		0	22	\$439.00				\$52.00	\$1,144.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,131.14
17-100-1915	318 N Cedar Avenue	L&B Properties LLC	21	21		0	21	\$439.00				\$52.00	\$1,092.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,079.14
17-100-1914	320 N Cedar Avenue	Irish Properties LLC	23	23		0	23	\$439.00				\$52.00	\$1,196.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,183.14
17-100-2023	321 N Cedar Avenue	Stadheim Properties of Owatonna	68	68		0	68	\$439.00				\$52.00	\$3,536.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$7,523.14
17-100-1917	322 N Cedar Avenue	Mark & Kathleen Schumacher	24	24		0	24	\$439.00				\$52.00	\$1,248.00	No	3	1	1	\$3,152.14	\$400.00	\$3,552.14	0	0	\$0.00			\$4,800.14
17-100-2022	325 N Cedar Avenue	Robert & Sarah Schmidt	24	24		0	24	\$439.00				\$52.00	\$1,248.00	No	1	1	1	\$3,152.14	\$835.00	\$3,987.14	0	0	\$0.00			\$5,235.14
17-100-1913	326 N Cedar Avenue	George & Melissa Marazes	47	47		0	47	\$439.00				\$52.00	\$2,444.00	Yes	1 & 3	2	1	\$3,152.14	\$835.00	\$3,987.14	54	0	\$378.00			\$6,809.14
17-100-1912	328 N Cedar Avenue	KWK Properties LLP	45	45	115	10	55	\$439.00				\$52.00	\$2,860.00	Yes	N/A	0	0	\$0.00	\$0.00	\$0.00	0	0	\$0.00			\$2,860.00
17-100-2021	329 N Cedar Avenue	Hometown Favorites C/O Linda Escobedo	50	50	71	10	60	\$439.00				\$52.00	\$3,120.00	No	2	1	1	\$3,152.14	\$750.00	\$3,902.14	10	10	\$170.00			\$7,192.14

\$119,808.00

\$107,172.86 \$28,405.00 \$135,577.86

\$12,155.00 \$67,079.00 \$4,872.25

\$345,592.10

TOTAL BASE PROJECT COST \$4,842,040.35

TOTAL ASSESSABLE COST \$1,142,040.35



Mayor Kuntz



Proclamation

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly.

Whereas, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences, and

Whereas, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world, and

Whereas, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

Now therefore, in recognition of the important work done by domestic violence programs, I, Thomas Kuntz, Mayor of the City of Owatonna do hereby proclaim the month of October to be

National Domestic Violence Awareness Month

and urge all citizens to actively participate in the activities and programs that work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Dated: October 4, 2022

Signed: _____
Thomas A. Kuntz, Mayor, City of Owatonna



Proclamation

- WHEREAS** Manufacturing is a dynamic part of Owatonna's prosperous economy and promotion of this sector's strength, success and high quality of life as an integral part of our city's economic development strategy; and
- WHEREAS** it is important to remember that manufacturing matters: each person encounters and uses products on a daily basis that were created, designed, developed and produced by a manufacturer
- WHEREAS** Manufacturing develops technologies for inspiring and rewarding careers of manufacturing professions and skilled trade occupations; and
- WHEREAS** Manufacturing provides an employment impact paying above wages; and
- WHEREAS** Owatonna has benefited from manufacturing businesses as they invest in their facilities and created local jobs

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, do hereby proclaim the week of October 7 -15, 2022 as

MANUFACTURING WEEK

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Owatonna to be affixed this 4th of October, 2022.

By: _____
Mayor, Thomas A. Kuntz,



Mayor's Proclamation

- WHEREAS** Jason Karsten has been selected by his peers as the 2022 Fire fighter of the Year; and
- WHEREAS** Jason began as a Resident Firefighter for the City in 2003 and after two years he became a Paid-On-Call Firefighter.
- WHEREAS** Jason serves on the Night Squad and is state certified as a Firefighter 2 and an Emergency Medical Responder; and
- WHEREAS** Jason has chased fires all over the west and in the northern parts of Canada. He was a Smokechaser for the Department of Natural Resources and currently serves on the MnDOT Fire Team; and
- WHEREAS** Jason works as a heavy equipment mechanic for MnDOT. He is married to Dawn and they have two children, Lane, is 16, a high school sophomore and Kate is 13 and in the 8th grade. Jason enjoys watching his kid's sporting activities and he also loves the outdoors, hunting, fishing, riding his motorcycle and spending time with his family and friends. He considers his fellow firefighters his second family and with his fire experience, Jason is as a great mentor for many.

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim, Tuesday, October 11, 2022 as

Jason Karsten Day

and call upon all Owatonna citizens to thank Jason for his service. The Exchange Club of Owatonna will host the 2022 Firefighter Banquet on October 11th at the Owatonna Eagles to recognize Jason for this honor and acknowledge all firefighters that risk their lives for us each day.

Dated: October 4, 2022

By: _____
Thomas A. Kuntz, Mayor



Proclamation

- Whereas** Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and
- Whereas** Many of these parents live in, deliver in, have a child die in, or have buried a child in our community; and
- Whereas** Infants Remembered In Silence, Inc. a 501 c(3) nonprofit organization was founded in 1987, 35 years ago to offer support to parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and
- Whereas,** Bereaved parents around the world remember their children annually on October 15th with a candle lighting at 7 p.m. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and
- Whereas** In 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and
- Whereas** In honor of the thousands of children that die each year in Minnesota, Infants Remembered in Silence, Inc. (IRIS) respectfully request that October 15th, 2022 be recognized.

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, do hereby proclaim the 15th day of October, 2022 to be:

Pregnancy and Infant Loss Awareness Day

Declared this 4th day of October, 2022.

By: _____
Thomas A. Kuntz, Mayor

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, September 20, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Burbank, Boeke, Raney, Voss, Svenby, Dotson and Schultz; Mayor Kuntz; Finance Director Moen; Community Development Director Klecker; Park and Rec Director Tuma; Fire Chief Hoffman; Assistant City Engineer Murphy; City Attorney Walbran; City Administrator Busse, Administrative Specialist Clawson and most of the firefighters.

Agenda

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

Firefighter Swearing in Ceremony

Fire Chief Hoffman welcomed everyone to the city's first public swearing in ceremony for firefighters. After introductions with brief bios of each of the eight honorees, Mayor Kuntz administered the Oath of Office. As the family member, friend, or fellow fighter chosen by each of the firefighters were preparing to pin badges on their uniform shirts, a fire call came in and several firefighters had to leave. The eight firefighters and the positions they were sworn into are:

- Robert Hager – Fire Commander
- Broderrick Dalland – Fire Equipment Operator
- Benjamin Staska – Fire Equipment Operator
- Miguel Chacon – Paid-On-Call Firefighter
- Dakota Gaffke – Paid-On-Call Firefighter
- Benjamin Hanson – Resident Firefighter
- Madelyn Seykora – Resident Firefighter
- Noah Tesch – Resident Firefighter

Council President Schultz commented the Council and Mayor are very proud of the Owatonna Fire Department and thanked the firefighters for the work they do. Mayor Kuntz thanked the firefighter's families and friends and extended a special thanks to members of Combat for Veterans present to support Dakota Gaffke. Chief Hoffman extended an invitation to a reception in the Arts Center and Council President requested a brief recess.

Proclamation – Tracy DuChene Day

Mayor Kuntz proclaimed this Thursday, September 22, 2022, will be Tracy DeChene Day. Patrol Sergeant DuChene has been selected by the Moonlighters Exchange Club of Owatonna as the 2022 Police Officer. Patrol Sergeant DuChene has been selected by the Moonlighters Exchange Club of Owatonna as the 2022 Police Officer of the Year. Sergeant DuChene joined the Owatonna Police force in 2003, was promoted to Sergeant in and is the current Field Training Officer Supervisor.

Proclamation – Owatonna Foundation Week

Mayor Kuntz proclaimed the week beginning Sunday, October 2 through Saturday, October 8, 2022, as Owatonna Foundation Week. The Owatonna Foundation has goals to improve the quality of life for present and future generations of Owatonna residents by funding projects and scholarships to help further education goals.

Consent Agenda

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

Minutes – Council Meeting – September 4, 2022

Minutes - Airport Commission Meeting - August 11, 2022

Weed / Nuisance Inspection Report – September 2, 2022 – September 16, 2022

Council Member Boeke made a motion to approve these Consent Agenda Items, Council Member Voss seconded the motion and all members voted aye for approval.

Finance Report

Council Member Raney recapped payments made more than \$20,000 for this period. Bills presented for payment total \$683,552.24. Council Member Dotson made a motion to approve payment of these bills, Council Member Burbank seconded the motion and all members voted aye for approval.

Proposed Ordinance 22-11 for Updates to Stormwater Ordinances

Assistant City Engineer Murphy requested approval of these proposed updates to the City's Stormwater Ordinance.

- 1) Chapter 90 – Animals. Chapter 90 – Animals. Section 90.11 - Removal of Animal Debris :
The owner or agent of any animal in a public park or on public property shall remove animal feces left by the animal and deposit the same in a trash receptacle or otherwise remove the same from the premises.
- 2) Chapter 52 – Storm Water
 - a) Section 52.04 ERU increased 3% from the 2022 rate, effective January 1, 2023.
 - b) Section 52-28 Illicit Discharge Detection and Elimination
 - 1) Add Pet Waste
 - 2) Add Commercial, Industrial, and Industrial Salt Storage: All commercial, industrial, and institutional properties storing salt shall store the salt undercover or indoors. All salt must be stored on an impervious surface. Property owners shall implement best management practices to reduce exposure when transferring material in designated salt storage areas.
 - c) Section 52.29 Stormwater Management Plants (J) Post Construction Stormwater Management
- (3) Water Quality and Volume Control
 - i. Revise to new 1" WQV: All construction activity where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres shall provide post construction stormwater treatment and rate control. For non-linear projects, the water quality volume to be treated must be calculated

- as one (1) inch times the sum of the new and the fully reconstructed impervious surface. For linear projects, the water quality volume to be treat must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surfaces.
- ii. Minimum impervious area draining to BMPs: The minimum impervious area draining to BMPs providing required water quality volume shall be equal to the sum of new and fully reconstructed surfaces or to the maximum extent practicable as determined by the City Engineer.
 - iii. Cumulative impervious to run with land. Projects adding new impervious surfaces and/or fully reconstructed surfaces will be considered in cumulative over the life of the property. Land disturbance activity applicable to this requirement will be determined with respect to all development or redevelopment that has occurred from the time of ordinance adoption
 - iv. Mitigation Provisions: Mitigation provisions for linear projects. If the owner believes that the entire water quality volume requirements cannot be met on the site of the original construction activity, the owner must provide adequate documentation to the city as support including attempts to acquire additional right of way or other permission to provide treatment for the full water quality volume. The owner must provide treatment for the water quality volume to the maximum extent practicable. No further off-site mitigation is required.
- d) Section 52.31 Erosion and Sediment Control (G)(2) As-Built Drawings: Single-family residential construction may be required to submit as-built drawings.

Council approved the first reading of these proposed changes during their September 4, 2022, meeting. Council Member Voss questioned if these changes would add consultants and engineered drawings if adding pavement and parking lots, additional housing is a concern of Council and these additional costs for repaving requirements could be charged to small business owners which many can't afford. Murphy explained the changes are a MCPA requirement to confirm with the permit issued. Council Member Dotson commented he is also concerned that the MCPA adds regulations that continue to increase costs. Council Member Burbank commented he is opposed to the proposed changes as the increased MPCA requirements will add costs and he would prefer a flat dollar amount increase to property owner's costs. With no additional comments Council Member Raney made a motion for approval and Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Dotson, Boeke, Raney and Schultz and Council Members Burbank and Voss voted nay, the motion carried. This will be known as Ordinance 1638.

Summary Publication Ordinance 1638

Council President Schultz requested approval of a Summary Publication of Ordinance 1638, Stormwater. A copy of the full ordinance is available for inspection during regular business hours in the City Administrator's Office at City Hall and will also be available on the City's website. The summary will be published on September 29, 2022 to be effective September 30, 2022. The new ERU rate becomes effective January 1, 2023. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

Resolution 73-22 Proposed 2023 Budget and Levy

Finance Director Moen advised the City is required to adopt a proposed budget for the following year and certify its proposed property tax levy to the county auditor on or before September 30th. Council received an overview of the 2023 proposed budget on September 6 and a more detailed presentation during Budget Sessions on September 13 and 14. The 2023 proposed levy includes an increase of 9.0% which is a reflection of the current growth mode of the City. Steele County provided a current year estimated growth rate at 17.0%; the total proposed City levy is \$16,669,797. The final levy amount and budget will be presented on December 6th at 6:00 p.m. Council Member Dotson asked what percentage of the estimated growth new construction was, Moen responded 13% of the 17% increase is new construction. Council Member Raney made a motion to approve Resolution 73-22, Council member Boeke seconded the motion, all members voted aye for approval.

Resolution 74-22 Proposed Housing & Redevelopment Authority 2023 and Levy

Finance Director Moen presented Resolution 74-22. The Housing and Redevelopment Authority (HRA) is considered a special taxing district and its levy is adopted separately from the City levy. The amount of the HRA Levy shall be an amount approved by the governing body of the city, but shall not exceed 0.0185 percent of estimated market value. Per the County Auditor & Assessor, the 2021 estimated market value was \$2,183,994,200; the allowable levy would be \$404,039 compared to the requested levy of \$195,000. A budget of \$1,459,037 is being proposed. The final levy amount and budget will be presented on December 6th at 6:00 p.m. Council Member Boeke made a motion to approve Resolution 74-22, Council Member Voss seconded the motion, all members voted aye in approval.

Resolution 75-22 Declare Costs to be Assessed – Weed and Nuisance Compliance Costs

City Administrator Busse presented Resolution 75-22 to declare the costs to be assessed for weed and nuisance compliance costs and order preparation of the Proposed Assessments for unpaid weed and nuisance expenditures incurred by the City. The Owatonna Fire Department enforced the city codes on mowing of weeds, grasses, other harmful vegetation, and other services by using a mowing service to bring the non-compliant properties into compliance. The total assessment amount of \$3,735.36 to reimburse the city for these costs. Council Member Dotson made a motion to approve Resolution 75-22 declaring these costs to be assessed, Council Member Raney seconded the motion; all members voted aye in approval.

Resolution 76-22 Set Date for Public Hearing – Proposed Assessments - Weed and Nuisance Compliance Costs

Council Member Voss made motion to approve Resolution 76-22 setting a public hearing on Tuesday, October 20th at 7:00 p.m. in Council Chambers at City Hall to consider the assessments proposed for Weed and Nuisance Compliance Costs. Council Member Svenby seconded this motion and all members voted aye for approval.

Resolution 77-22 Set Date for Public Hearing – Proposed Assessments – Delinquent Accounts – Owatonna Public Utilities

City Administrator Busse presented request from Owatonna Public Utility to proceed with assessment process for unpaid utility accounts. Council Member Burbank made a motion to set a public hearing on Tuesday, October 18th at 7:00 p.m., Council Member Boeke seconded the motion, all members voted aye in approval.

Resolution 78-22 Amend Development Agreement – Gerald Monson and Lois Monson

Community Development Director Klecker presented Resolution 78-22, the City currently has a development agreement with Gerald and Lois Monson to construct a new eye clinic at the corner of West Pearl Street and North Oak Avenue. The City and the Monsons swapped properties so the Monsons could build a new building and the City would demolish their existing building on West Vine Street to build a new parking lot. The agreement states that the project must be completed by December 31, 2022. There were delays to the project including reworking access to the site and parking due to staff concerns. The project was planned to start in April, but a building permit was not issued until July. Because of the delays in starting the project, the Monsons are requesting the development agreement be changed to state that the project is completed by May 31, 2023. Council Member Raney made a motion to approve Resolution 78-22, Council Member Voss seconded the motion.

Resolution 79-22 Consent to Sublease - Monson Eye Care Center, PC

Community Development Director Klecker requested approval of Resolution 79-22. The City currently owns the building the Monson Eye Care Center is operating in. Per our Lease Agreement, the eye clinic is allowed to operate at that facility until the new building is completed. The lease agreement states the property cannot be subleased unless approved by the City. There will be some changes to the ownership of the business that enacts the subleasing clause in the agreement. The Monsons are requesting the City approve the subleasing of the property to TZVECL Management of SC, LLC. All terms of the agreement will remain the same and the leasing of the property will end May 31, 2023. Council Member Dotson made a motion to approve Resolution 79-22, Council Member Svenby seconded the motion, all members voted aye in approval.

Resolution 80-22 Federal Airport Expense Reimbursement – MnDOT

Community Development Director Klecker requested approval of Resolution 80-22 authorizing MnDOT Agreement 1049617 for Grant Agreement for Federal Airport Expense Reimbursement. The Federal Aviation Administration (FAA) distributes funding under the American Rescue Plan Act 2021. The federal ARPA Grant Agreement was approved in January. In order to receive the reimbursements from FAA/MnDOT, this MnDOT agreement needs to be approved to allow the Office of Aeronautics to make payments under the FAA grant per the Channeling Act. The purpose of these funds is to provide economic relief to airports in response to the COVID-19 pandemic. The FAA will distribute these grants under the new Airport Rescue Grant Program (ARGP). The grant provides funding for eligible costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport. This amendment allows MnDOT to facilitate the ARPA grant funding that reimburses 100% of

allowable costs incurred by the airport up to the grant amount of \$32,000. Council Member Voss made a motion to approve Resolution 80-22, Council Member Boeke seconded the motion, all members voted aye in approval.

River Springs Water Park Capital Project Agreement – Horizon Pool Supply, LLC

Jenna Tuma, Director of Parks and Rec presented proposals received for mechanical improvements at the waterpark. This is a Capital Improvement Project approved by Council in the 2022 budget with the remaining balance proposed in the 2023 Budget. In February of 2022, the City entered into an agreement with Aquatic Design Solutions, LLC to study the best replacement solution, create construction documents, and to provide bid management and construction administration services. In August, the project was posted to the City's procurement system and four bids were received. This project is slated to begin this fall and carry over into 2023 with a completion deadline of May 1, 2023. The balance of the approved CIP funds will be used to replace two water heaters, pool boilers or pump VFD's. This part of the project will be completed by internal staff and through the City's contracted electrician. Bid received were:

Horizon Pool Supply	\$436,200
Global Specialty	\$498,000
Aqua Logic	\$506,000
Badger Swim Pool	\$514,000

Council Member Boeke requested detail of costs incurred for pool improvements since opening in 2009, Council received some information during the Budget Sessions and he is requesting itemized detail. Council Member Dotson requested this report also show the revenues received during operation over these years. Council Member Svenby made a motion to accept the proposal from Horizon Pool Supply and award contract for \$436,200. Council Member Boeke seconded the motion, all members voted aye in approval.

Staff Updates

Finance Director Moen invited members of the public to visit the Finance Page on the City's website to become familiar with the new interactive budget document. There is a tutorial available for use and if anyone has questions, they can contact her.

Community Development Director Klecker commented Bird Scooters have been available in Owatonna since July 5, 2022. There was a two-week period at the end of July when no scooters were available as the company was changing their local Fleet Manager. To date, 3,902 rides have been taken by 1,010 riders, this is average of 43 rides per day. There are usually 20-30 scooters available. On their busiest day, there were 148 rides. The longest ride was 296.8 miles which was on the first day they were offered. They have identified 53 commuters using the scooters as their mode of transportation. We have heard comments about underage riders and the company will increase their message to deter underage use and they will not offer near the middle school. Council Member Dotson commented this is not a city service, Community Development Director confirmed the scooters are offered by Bird Scooters, a private company. Council Member Raney commented the city has a contract for scooter services with Bird Scooters and one of conditions of the contract is there not be underaged riders, he has received multiple calls about underage riders and hopes this is corrected prior to consideration of renewing this contract.

Parks and Rec Director Tuma commented projects for tuck pointing are in process at City Hall and the Fire Hall. The registration for deer culling just ended with 33 of the 34 spots filled, this will use 10 parks for two sessions, applicants will complete accuracy testing this next month. Rededication of the Central Park Fountain will be Monday, October 3rd and we want to thank the Owatonna Foundation for their donation towards this project. Also, a reminder that October 22nd, is OktoberFest at Brooktree Golf Course from 1-7.

Fire Chief Hoffman thanked Mayor Kuntz and Council for participating in the Swearing-in Ceremony tonight. Staff recently received a thank you for accommodating visitors at the Fire Hall. Currently looking to add Paid-On-Call FireFighters for the Day Squad. The Chili/Wild Rice Feed is coming up on Sunday, October 9th. Will be announcing Firefighter of the Year tomorrow, the annual banquet will be Tuesday, October 11th.

Assistant City Engineer Murphy commented the project at the Waste Water Treatment Plant is well underway. The N Cedar Streetscape Project is wrapping up and the Street & Utility Project has started working on Linn Street and Selby Avenue. The Truman Avenue Project is wrapping up a few final things. Council Member Raney commented 15th Street was originally included as a potential option of the 2022 Street & Utility Project so wanted to know if work would begin this year on 15th Street. Murphy responded no, during the original construction meetings it was discussed that there were many structures involved and would not be able to begin work this year on this street.

Public Comments:

Brad Meier, President/CEO of the Owatonna Chamber commented that this afternoon he attended a joint meeting for the community wide branding project with Communications Manager Sheely. He thanked the City for sharing proposed budget information during the budget process. The OCC and Rotary Clubs will be hosting candidate forums this fall, City Candidate Forum is planned for Monday, October 10th at the Owatonna Country Club at noon.

Annie Harmon, Associate Editor of Owatonna Peoples Press commented the Owatonna Businesswomen and Foremost Brewing are also hosting candidate forums this fall for city offices and the school board member seats. The City Candidate Forum will be held on Wednesday, October 19th at 6:00 pm at the Middle School. The School Board Member Forum will be held the following week, October 26th at the same time and place.

Council/Administration Comments and General Information

Council Member Voss thanked Assistant City Engineer Murphy for attending tonight's meeting and then asked staff add a link on the City's Facebook page to the Budget information on the City's website. Yesterday, he attended the dedication of the Human Rights Commission Mural along the city's trail near the Blast, he was impressed with the mural and invited everyone to view it along the trail.

Council Member Boeke commented he also likes the new mural; he believes the community is moving in the right direction for equity. Last year he received only one call with questions or concern about the proposed city budget, if anyone has any questions, he encouraged them to call any of the Council Members.

Council Member Raney reminded everyone to be careful of children walking to school, hopefully everyone will slow down when youngsters are out walking.

Mayor Kuntz commented it was nice to start a new tradition and hold the Firefighter Swearing In Ceremony during a Council Meeting.

City Administrator Busse commented the ribbon cutting for the Downtown Streetscape Project will be Thursday, October 13th. This event will be similar to the Downtown Thursday events with food vendors, music, and games so hoping many will attend. Yesterday was the beginning of Welcome Week, this started with the ribbon cutting of the OHRC mural and Welcome Walk. On Thursday, there is a traveling photography exhibition, "*When Home Won't Let You Stay*" at the Owatonna Public Library by James A Bowey beginning at 6:30 p.m.

Council President Schultz congratulated the new firefighters and also added this is a great new tradition to hold during tonight's meeting.

Adjournment: At 8:17 p.m., Council Member Raney made a motion to adjourn, Council Member Dotson seconded the motion, and all members voted aye in approval.

Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Board - Commission Minutes

The Owatonna Public Utilities met in rescheduled session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Johnson, Zirngible, Kottke, Rossi and Doyal. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Operations Fenstermacher; Director, Information Technologies & Meter CIO Baum; Manager, Human Resources Madson; Manager, Facilities & Gas/Water Operations Prokopec; Supervisor, Accounting Linders; Supervisor, Meter Services Johnson; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation & Key Accounts Officer Hendricks; and Accountant Lori Jerpbak. Other guests included City of Owatonna Community Development Director Troy Klecker and representatives from an architecture firm, Leo A. Daly (Kate Pohlman, Lief Eikevik, Kevin Teppen, and Dan Yudchitz).

President Johnson called the meeting to order and asked for a motion to approve the agenda as submitted. Commissioner Rossi moved to approve the Agenda. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed. President Johnson then asked for approval of the consent agenda. The consent agenda included the minutes from the July 26, 2022 meeting, as well as the Contributed Services Report as of July 31, 2022. Commissioner Rossi moved to approve the consent agenda. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Kottke reported the Committee met, reviewed and approved Vouchers totaling \$5,100,930.70. He further reported, there were not any work orders closed, 56 remain open and two new work orders were approved. He concluded with a report on the financial revenues and outlooks for each utility, reporting each utility still looks good and all three utilities should end in positive positions for the year.

Personnel Committee – Commissioner Rossi reported the Personnel Committee met and received a staffing update as well as discussed two cause maps; one from an incident involving an employee receiving stitches and the other being a near miss involving an arc flash. He further reported, there have been 47 days without an OSHA recordable.

City Administrator's Report

City Administrator Busse updated the Commission on the downtown streetscape project, noting the ribbon cutting is scheduled for September. She gave an update on the contractor working on the Firehall, noting a new contractor has begun working on the building. She noted City Staff is deep in their budgeting process. She noted a lot of work has been done with the building task force to determine what should be done with each of the 100 buildings the city owns and the results of their studies are big budget drivers. Commissioner Kottke inquired if the Council Chambers will be remodeled. Mrs. Busse replied that is one area that is being looked at.

Leo A Daly Facilities Feasibility Study

Director, Finance & Administration Olson reminded the Commission when the power plant was repurposed, there was a fourth phase that was never completed. He discussed that phase and noted things are being relooked at because the City has been considering plans to redevelop the river front. This could potentially impact our facilities so now is a good time to revisit options. Mr. Olson recapped those options. Mr. Olson then introduced representatives from Leo A. Daly architectural firm, who discussed OPU's history with them and the process they went through to come up with different options. They discussed each step in the process including the evaluation of existing facilities and needs. They noted they spoke with each department and asked about current and future needs and discussed key findings. They discussed site diagramming and test fit sites, and summarized different options for the Commission to consider. Option 1A included current onsite consolidation; Option 1B included current site plus offsite relocation of warehousing;

and Option 2 included Offsite Relocation of Full Campus. After presenting the options, Leo A Daly staff next discussed cost estimates. During the Q&A session, there was extensive discussion regarding the flood fringe, the flood plane and how it would affect future development. The Commission thanked the Leo A. Daly staff for their presentation.

Purchased Gas Adjustment and Gas True-Up Charge Policy

The Commission tabled this item until the next meeting due to the time it took for the Facilities Feasibility study discussion.

General Manager/Staff Report

There were not any further items to discuss or report.

Commission Roundtable

The Commission thanked staff for the presentation on the feasibility study.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:35 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

Airport Commission Meeting Minutes
September 8, 2022 – Owatonna Degner Regional Airport
“DRAFT”

1. Call to Order

Chairman Lindee called the meeting of the Airport Commission to order at 5:00 PM.

2. Roll Call

Attending

James Keltgen	Commissioner
Justin Lindee	Chairman
Tim McManimon	Commissioner
Matt Thurnau	Commissioner
Sharon West	Commissioner
Dave Beaver	Airport Manager

Visitors

Ron Roetzel	Bolton and Menk
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3. Approval of Agenda

Commissioner Keltgen made a motion to approve the agenda and Commissioner Thurnau seconded the motion. The motion was approved.

4. Minutes

Commissioner West made a motion to approve the minutes from the August 11, 2022 Airport Commission meeting and Commissioner Keltgen seconded the motion. The motion was approved.

5. Action Items

Chairman Reports

Chairman Lindee reported that on September 1st the Federal Aviation Administration (FAA) approved the use of a new 100 octane unleaded fuel to be used in general aviation engines. Mr. Lindee explained that the transition away from 100 low lead fuels has been on-going for some time with the industry looking for an unleaded alternative. Mr. Beaver added that it may be awhile before this type of fuel is commonly in use at airports and is monitoring this with Avfuel Inc., the airport aviation fuel supplier.

Staff Reports

Airport Manager Beaver reported on airport activities and presented the combined aviation fuel volumes dispensed. The combined fuel volumes are up significantly year to date from the previous year. There was a brief discussion on activity and recent business aircraft arrivals. Mr. Beaver reported that Accelerated continues to enroll students in their flight training program including both in state and out of state students starting pilot ratings this

week. Mr. Beaver also updated the commission on the recent Civil Air Patrol (CAP) french toast breakfast and reported that the local squadron was pleased with the event but that numbers were down from previous years perhaps due to weather concerns. There was a brief discussion regarding these items.

For other items, Airport Manager Beaver reported that Langer Aviation has submitted notice to discontinue providing customer line services under the existing Service Agreement. Mr. Beaver is working with staff to ensure that there is no interruption in these services moving forward. Regarding the 2023 budget process, Mr. Beaver explained that city administration is currently reviewing capital improvement program (CIP) requests including airport submittals. There is also coordination underway with MnDOT and FAA for potential grant funding participation on these items. There was a discussion regarding reviewing the airport CIP at the next meeting.

T-Hangar Project Update

Chairman Lindee introduced Ron Roetzel with Bolton and Menk who provided a brief update on the T-hangar building and taxiway construction project. Mr. Roetzel reported that the steel building materials are scheduled for arrival in the next few days and that the contractor will be bringing on a crew that will be constructing the building to meet the schedule with a completion date of November 4, 2022. Mr. Roetzel provided an update on the required testing for the project and the process that is being worked out between the testing company and contractor. There was an issue with a strength test on a foundation wall that they are working with the contractor and testing company to ensure proper documentation before the next project pay estimate is approved. There was a brief discussion regarding the project.

6. Adjournment

The Airport Commission meeting was adjourned at 5:30 PM.

**MINUTES - UNAPPROVED
OWATONNA PARK AND RECREATION
REGULAR PARK BOARD MEETING
SEPTEMBER 12, 2022
4:30 PM**

Members Present:

Chair: Jon Thiel

Vice Chair: Gina McGuire

Board Members: Greg Posch, Tyler Cochran, Kara Perry, Sara Baird, Jonathan Douglas

Members Absent: none

Staff Present:

Jenna Tuma: Senior Director of Parks and Recreation

Tricia Fisher: Administrative Technician

MJ Knudson, Administrative Specialist

Thomas Gorycki: Recreation Supervisor

Council Member: Dan Boeke

LOCATION: City Hall, Council Chambers

OPENING BUSINESS

A. Call to Order at 4:30 pm

B. Roll Call:

APPROVAL OF THE AGENDA

Motion by Greg Posch, second by Tyler Cochran to approve the September 12, 2022, Park Board Meeting Agenda. All members voted aye.

APPROVAL OF THE AUGUST 8, 2022, MINUTES

Motion by Tyler Cochran to approve the August 8, 2022, Park Board Meeting Minutes and second by Greg Posch. All members voted aye.

PERSONS WISHING TO APPEAR

Stephanie Wanous, Annette Duncan, Tim Schammel, Steele County United Way Strategic Impact Committee Members discussed the Born Learning Trails. A short presentation was provided about Born Learning Trail concept. They would like to create one at Morehouse Park starting at the bridge and finishing at the pickleball courts, about a ¼ mile.

The trail would include about ten interactive signs in English and Spanish that offer interactive learning activities for young children and their families to engage in when on the trail. The goal is to help parents, caregivers, and community members create quality engagement opportunities when on the trail system or at the playground. Their

goal would be to have it installed by spring 2023. There is no cost to the City. Jenna will follow up with the United Way Strategic Impact Committee.

PARK PERMITS

Addition to packet - Hunter Johnson has a band called 5am, they request a permit for a concert with three local opening acts on the stage October 15 7-10 p.m.

Motion by Sara Baird to conditionally approve the Park Permit and second by Jonathan Douglas. All members voted aye.

MEMORIALS AND DONATIONS

None

NEW BUSINESS

a. Master Plan update

WSB staff members Anna Smith & Andy Masterpole provided the Park Board an update on the progress made on the Master Plan project. They provided a walk through with the two concepts for each park and discussed the community engagement held throughout the summer (Focus groups, open houses, survey, Steele County Free Fair and online interactive board).

Smith and Masterpole will be back this fall for a follow up to the final concepts for the Park Board's recommendation to move forward.

- i. Discussion was held on the existing conditions and analysis of the following parks:
 - Cashman Park
 - Morehouse Park
 - Kaplan's Parkway/Lake Kohlmier
 - Kaplan's Woods
 - NSRT to Buxton Trail Connection
- ii. The next steps
 - Kaplan's Woods Focus Group – September 13
 - Public Open House – October 13
 - City Council review – October 18
 - Park Board final review – Dec 12

Thanks to MJ who has been doing an awesome job leading this project.

b. Senior Program update given by Jenna

- i. Four Listening Sessions are setup and will follow a similar style to the Brooktree's Listening Sessions last fall
- ii. Currently a paper and online survey is being conducted gear towards the senior population to provide feedback on how the City can best serve their needs.
- iii. Building Task Force is trying to fully understand the Fitness Center building needs, along with all the Gov't Building needs. There are concerns with the pool's age, currently it is running okay, but it is running on borrowed time.

- iv. Greg commented people are upset about the pool and asked about the “Silver Sneakers” insurance discount program and if the City will offer it again. Eric is looking into this further. Sara has been involved in silver sneakers if she can be of help.
- v. Thomas commented the seniors are very passionate about the West Hills Social Commons facility. This week the facility went to card access to the building. Our goal is creating a safe space to go through the aging process.

c. Deer Management

- i. There are two seasons Oct 23-Dec 18, 17 locations, all applicants must pass a proficiency test. There will be 34 slots this year.

d. OLD BUSINESS

- i. Fall meetings will take place in the Council Chambers in City Hall.

e. COMMUNICATIONS

- i. Director’s Report – Verbal report
 - Brew fest – October 22, 1-5pm 10th fareway, 20-30 breweries will be there and in return they be a contribution to the Parks and Rec. to support the purchase of equipment for lake kohlmier.
 - Brooktree is doing very well despite the weather was not good in the spring, the goal in the next few years is to get to 28,000-30,000 rounds.
 - Central Park Foundation Dedication and Ribbon Cutting is on Monday, October 3 at 4 p.m. in Central Park
- ii. Staff Report – Maintenance update memo
- iii. Board Member Report

Tyler Cochran asked if there are plans to work on the Rose Street tail near the mural that washed out in 2021. Tuma noted it is identified in the long-term CIP projects, but it is unfunded at this time.

Announcements

- In the News
 - 1. Weekly Owatonna People’s Press articles:
<http://ci.owatonna.mn.us/Blog.aspx?CID=3>
 - 2. Owatonna Live Straight Talk [Straight Talk \(owatonnalive.com\)](http://owatonnalive.com)
- Actions Requested from past meetings

ADJOURNMENT:

Motion by Greg Posch and second by Jonathan Douglas to adjourn the Park Board Meeting at 6:00pm. All members present voted aye.

The next board meeting is October 10, 2022, at 4:30 p.m. in Council Chambers at City Hall.

Owatonna Human Rights Commission – Minutes – DRAFT COPY

The Owatonna Human Rights Commission (OHRC) met on Tuesday, September 13, 2022, at site of the new OHRC mural near the Blast. At 5:33 p.m. Chairman Cords called the meeting to order with Commissioners Vanoosbree, Leon, Gunderson, Effertz, Gillespie and Cords, and Administrative Specialist Clawson. Commissioner Emanuelson was unable to attend.

Following the Pledge of Allegiance, Commissioner Leon made a motion to approve the agenda as presented. Commissioner Gunderson seconded the motion, all members present voted aye for approval. Minutes of the August 8, 2022, OHRC Meeting were reviewed, Commissioner Vanoosbree made a motion for approval, Commissioner Gunderson seconded the motion, all members present voted aye for approval.

Plans for Welcoming Week were discussed with review of the communication plan and tasks assigned:

Monday – Mural Dedication and Welcome Walk

Jamie: Site maps sent to participants showing where to set along N Walnut Avenue

Will contact food vendors to confirm power needs and contact Owatonna Live

Jim: Will contact vendor for water stand – OHRC Commissioners asked to bring coolers with ice for bottled water

Ethan: Banners are ordered and will be placed later this week. The mural event banners will be zip tied to the fence by the Blast. There is also a large banner, Welcome Walk which city crew will post along N Cedar Avenue

Jeanette: bring PA system, ribbon, and large scissors; Event Permit was filed for additional trash container and blocking the street

Jim and Ethan: Contact media – Owatonna Peoples Press and Steele County Times and event speakers – John Worden, Mayor Kuntz, Artist Steve DeLaitch and Girl Scouts

Tuesday – Forum at the History Center – Overcoming Language Barriers

Dave: Will serve as the moderator

Jim, Ethan, and Brandy will assist with breakout groups

Thursday – *Promoting Peace 2022 -The Intersection of Race, Justice and Peace* will be held at Trinity Lutheran Church, 609 Lincoln Avenue. Free tickets for this non-denominational event are available on [Eventbrite.com](https://www.eventbrite.com)

“When Home Won’t Let You Stay” a traveling photography exhibition and conversation Owatonna Public Library by James A Bowey is being organized by library staff.

Month of September - Exhibit portraying immigration in Owatonna is on display at the Steele County History Center, 1700 Austin Road

Commissioner Cords advised Mayor Kuntz contacted him about neighborhood meeting of Skyline Trailer residents regarding numerous site violations received from new site management. He attended the meeting to listen to their concerns and advised them to contact Legal Aid or MN Attorney General offices.

At 6:39 p.m., Commissioner Effertz made a motion to adjourn, Commissioner Leon seconded this motion; with no objections, the meeting was adjourned. The next meeting will be Tuesday, October 11, 2022, at 5:30 p.m.

Respectfully submitted,
Jeanette Clawson, Administrative Specialist

**EDA
Minutes
September 21, 2022**

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

Approval of Minutes. Commissioner Boeke moved approval of the minutes of the August 17, 2022 meeting with second by Commissioner Peterson. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for August. He said that contracts are paid. The contract with the Chamber is slightly less than the full year since we didn't have a MainStreet Director until April. The OABDC contract is paid through the year as is the Partners for Progress contract. There were two different consulting projects for \$16,000 and we will potentially have one more project. The lodging tax isn't tracking too bad. Voss said there was a long discussion on lodging tax last week. He said they all know where it comes from, but asked where it goes. Klecker said we collect 3% tax and keep 5% of that for Administration and the rest goes to the Chamber to deploy a tourism program for the City. There is a budget put together and approved by the Tourism Executive Committee annually. The committee was put in place to be the watchdog of tourism dollars. It varies a little every year on some initiatives and strategies on maximizing tourism. Voss said that Kevin and Troy get to see that budget as they're on the committee. Klecker said it does get sent to him monthly and he can pass it on. He said that we can have Tourism Director Glenda Smith give a little more detail on how those dollars are spent. Voss said that would be good.

Loan Report. Bill Owens presented the Loan Report for August. He said that all loans are being paid as agreed. He gave an update on the forgivable loans. Scaffolding went up at Knopic. She wanted to save the brick, but it's not salvageable. Klecker said the Design Committee should review it when she has a plan.

OACCT Report. MainStreet Director Lisa Cochran presented the OACCT Report for August. Workforce Made in Owatonna Days are set and Learn to Earn initiative is working on a needs assessment for higher education. There is a new MainStreet Advisory Board in place. They got the survey on the Engage Owatonna system and will be putting out results to compare to a survey done in 2018. The Community wide Branding Initiative is moving forward.

OPED Report. Troy Klecker provided the OPED report. He said they have a three-year contract with Livability.com to get people interested in Owatonna. They do five articles per year and hit target markets and try to get interest in viewing these articles. He listed the five articles they did in 2022. The highest ranking story was about breweries and the lowest ranking was about schools. He said they will be doing one on trails and parks in 2023. Livability.com does all the writing and interviews a few people and blasts it out. It's raising awareness on Owatonna and is armed to have measurables on how effective this is. We have the hits and views, but does that translate to more people coming and staying in the hotels and moving to Owatonna. There is a

piece to the branding efforts that will gauge what people's perception of Owatonna is and this is a bridge to that. We're getting a good number of hits on some of our more popular articles. Mensink asked if they give further granularity on the numbers, such as where the hits come from? Klecker said yes. We get a lot of hits from the region and a good chunk from the Cities and Chicago. For some reason, there was a chunk from Sweden. Voss asked about the branding initiative. He said it should be made public that the City isn't paying those bills. He said it seems very EDA-related and there are no EDA Board Members involved. Klecker said that the effort is going to be a community wide effort. There will be surveys and public meetings and everyone will be involved. There is a group in charge of selecting the consultant. If the EDA wants more involvement, we can probably get someone in there. Cowell said that it seems to me that we're paying a contract with the Chamber to do something – branding and awareness. Klecker said we'll rely heavily on the consultant to go through this process, but we're ultimately the judges at the end.

OABDC Report. Bill Owens presented the OABDC Report for August. He said it was a pretty good month. There is a new tenant starting October 1. We're at 88% occupancy with the maker space. Boeke said he walked by the OABDC the other day and it just looked like a warehouse. Klecker said that the building was built to be an incubator to raise businesses and it has done that. When we went through the recession, no one was starting businesses and the building was losing a serious amount of money. The director at that time had to go from full-time to part-time. The philosophy changed because there weren't many businesses, but they just had to get money. There was an effort to fill it with warehouse space to get money coming in. When Bill took over, it was still losing money, and he's turned that around. Now the board is starting to change the focus back to an incubator. We'll sacrifice some revenue because it won't just be for warehouse space anymore. It's definitely a philosophical switch. If we just wanted to make money, we'd keep a warehouse. You're sacrificing cashflow to make that a priority. There will be a focus on targeting and emphasizing new businesses. They start with lower rent to get them started and hopefully they graduate and move out. Peterson said that CDI is on a 30 day notice. If they find someone that needs space, they will move. Eight years ago when he looked, it was empty. Then their business started developing with Daikin. They're prototyping a product enhancement and we've got several options, but it's in a prototype stage. That will eventually grow into a business that will bring new jobs to Owatonna. Klecker said just because there's a recognizable name, they may be trying something different. He said they do want to get away from it just being a warehouse. Mensink asked what kind of marketing they'll be doing as they make this switch. Klecker said that they are just getting to that point. That's not entirely developed yet. Owens said that they're part of an E1 network group in SE MN. He said Owatonna is unique. He just attended a conference in Red Wing and we were featured in one of the breakout sessions. Klecker said they just started this E1 network and we are the only one that has manufacturing space. If someone is looking for manufacturing space in Red Wing, they will point them here. They are also starting a maker space in the incubator, having some of those pieces of equipment you can share. They're on the front edge of turning the dial, so he doesn't have a lot of specifics, but they are making a shift.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for August. He said nothing still on that Hardees / Budget Mart site. Cemstone has started construction on their site now. They have applied for a Conditional Use Permit. They're going to put the plant in yet this fall and rest of the facilities will be constructed next year. They have a time limit and are starting to make the move over. Monson Eye Clinic is underway. They will be

done some time in the spring. The hotel is up and operational. The last piece is the Jerry's building and they have started construction on it. 117 West Bridge and 148 West Main have been sort of quiet right now. 202 West Bridge has some upstairs space to rent out. They are working on a redevelopment project on that entire block of 216 Oak Avenue North. CDI is under construction. Kamp Automation won't start until spring of next year. That public hearing will be coming to Council in the next weeks. The lot on the corner of South Cedar and 18th Street is a city-owned lot and there is a drive-up coffee business interested. They need to submit for a Conditional Use permit for the drive-up. Voss asked about the parking lot for sale on the corner of Rose and Cedar. He said it's usually full of cars. Klecker said that it's mostly Owatonna Heating employees and that they may be interested in buying it for a private parking lot.

New Business. Klecker presented the forgivable loan requests for 321 Cedar Avenue North. Bill said this is McCarthy Plumbing and Darrin Stadheim is requesting the loan. He said it's a façade loan. Klecker said McCarthy Plumbing will be occupying the space and – will be occupying the rest. (Ins. Agency.) Commissioner Cowell abstained from this discussion and motion due to business interest. A motion was made by Boeke and seconded by DeVinny to recommend approval of this loan. All Commissioners voting Aye, the motion carried.

Klecker handed out the OABDC contract and said that he's not planning on any action but just wanted to get this in front of the EDA. The building is owned by the City and is leased to the OABDC. This agreement was originally done in 2007 and renews every five years. We probably need a new lease arrangement together. This is one of the most thorough lease agreements he's seen. Cowell asked if the OABDC Board has gone through it yet. Klecker said they have not, but they will at their next meeting. They will be taking care of the building and managing the program. There is some verbiage about that. We shouldn't be too specific about it because as times change, as before, this would give them some flexibility. He said he just wanted to get it in front of them and said it's been sent in an email as well. We'll keep it on the agenda and will look at it and have a larger discussion at the next meeting. Peterson asked if it was the intention to redline this and Mark Walbran look at it. Klecker said yes, Walbran will look at it. Essentially it's looking at what outcomes we want.

Other Business. Peterson said he's wondering how things are going in the search for developers for single family homes. Klecker said they are working with a developer for properties on the north end of town. That's still moving along. There are a lot of local developers that are on the tail end of their careers. We've got some interest, but as the interest rates go up and as the economy slows down, it will be harder to do it. There's a much bigger need than there is capacity.

Schedule Next Meeting. The next EDA meeting is scheduled for **October 19, 2022** at 4:00 PM at the City Council Chambers.

Adjournment. There being no further business, a motion was made by Commissioner Cowell and seconded by Commissioner Mensink to adjourn the meeting at 5:06 pm. All Commissioners voting Aye, the motion passed.

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on SEPTEMBER 26, 2022

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:00 p.m. in the 2nd Floor Conference Room by Chairperson Olivo.

Members present were Nathan Dotson, John Hole, Vicky Olivo, and Hussein Osman. Member Shari Kropp was absent. Also present were Housing Manager Ghassan Madkour, Community Development Director Troy Klecker, Planning Technician Kristen Kopp.

Approval of the Minutes: Chairperson Olivo called for a motion to approve the minutes of the August 22, 2022 meeting. A motion was made by Hole and seconded by Osman to approve the minutes. All Commissioners voting Aye, the motion carried.

Executive Directors Report: Klecker said that the 75-unit market rate apartments are under construction. Westlake Meadows are also underway right now. None of the units will be open until next spring or summer, but they're under construction. They're working with Larry Olson as a developer on Eastgate. There's another parcel right next to it that the city owns. He said they're looking at other options because the criteria changed. If you use new technology in construction, like modular units, you'd fall into another category. He said he talked with Karina Schmitz with MN Prairie about the mobile home parks and the potential for adding more units. She's willing to work with us on pushing that further and she's going to set up a meeting with Colonial Manor as they have 14 lots open right now. That park also has the ability to expand as they have more land. He said he doesn't know if the owners have any desire to expand or not. He said he will be going on a housing tour on Wednesday to tour some projects in Northfield, Kasson, and Byron. They'll be able to talk to the developers and see how they made those projects happen. That should be helpful. They do have some odd lots that the city owns, although they're not big lots.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for August totaled 122. Total year to date assistance and administration costs were \$460,083.74 and revenues were \$422,147.56. The Housing Choice Voucher Program fund balance at August month end is \$174,369.72. Madkour provided City of Owatonna HRA monthly balance sheet and revenue/expense reports for the HRA General Fund including the Bridges Programs. The HRA Revenues year to date total is \$304,979.99 and the expenses total \$259,596.73. The HRA General Fund balance is \$472,200.22.

Madkour said that they are now at a total of 122 HCV clients with 12 people shopping. They have a bunch of applications in process and waiting for more information. There are a total of 15 applications out there waiting for more information for both Mainstream and HCV. They are currently at 25 clients for Mainstream. Some people are falling off because they are not returning information or not qualifying. There is only so much time he can wait. They are also issuing to folks who are not living in Steele County that meet the qualifications. They are at 27 clients for Bridges Regular and 10 clients for Bridges Like. There may be a few more clients coming on this month, as well as a few more for HVC. One chose to come off HCV. The other person who is coming off is at the end of their 180-day zero subsidy assistance. There were two more brand new landlords this month. Olivo asked how that came about. Madkour said clients were just shopping. New Bridges clients are still coming in. There are seven out there shopping with over 10 applications in process. Bridges Like is on hold because we're going to max out our grant. They're up to \$55,000 in that grant right now. Overall, very busy.

He said he's going to be talking to some landlords that have older buildings to see if they'd be willing to make two units into one unit, so far as it's okay with Building Inspections and Planning. He said that the idea is to expand to get bigger units. Klecker said it will be tough for the landlords to get as much from

one four-bedroom apartment as they would be for two two-bedrooms. Madkour said he mentioned older buildings on purpose.

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

New Business: Madkour said that Karina Schmitz met with him. She has all active and inactive landlords and will be putting together an informational meeting. Olivo said she thinks it will be good.

Hole asked if there's been any movement on big developers. Klecker said they're working with one national developer to do a big development on the north end. It's been kind of slow because of interest rates. That might just slow everything together. We're seeing that on new home construction, as that is down considerably this year. It would be nice to get single family houses. Although new construction isn't affordable for many, it will free up more affordable units as people move up. That only happens where there are more and new units. They have to create an environment that causes people to move. Things are sort of locking down from what he can see. Olivo asked about the discussions about worker shortages and asked if housing comes into that. Klecker said it does. If housing is brought up to a high enough level, the employers will start taking some action in either helping with development costs or helping with development. That is starting to happen, but the pressure has got to be large enough. What is the tipping point for a company to say they need to get involved. That would happen more on the side where they employer has more higher paid positions than more of the mid or lower.

Hole asked about the Riverfront project. Klecker said it's proceeding, but it's a very complex project that has many pieces to it. It could have as many as 70 units, but it would be high-end apartments, not condos. He said they've had a developer that's bought most of the lots. Now it's figuring out logistics of it all, the fine-tuning of the financing. This would be a different type of housing than what we have right now.

Madkour said that the meeting in November is after Thanksgiving on November 28. The December meeting is December 26. Klecker said that the office will be closed on that day for the holiday. He said he'd bring it back up at the October meeting.

The next meeting will be Monday, October 24, 2022.

Adjournment: There being no further business, a motion to adjourn was made by Hole, seconded by Osman. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:39 p.m.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

OWATONNA PLANNING COMMISSION MINUTES FOR SEPTEMBER 27, 2022

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

A motion was made by Peake and seconded by Springer-Gasner to approve the minutes of the regular meeting of August 23, 2022. All Commissioners voting Aye, the motion carried.

Conditional Use No. CUP-1, which is a request by Cemstone Concrete to allow a 75 foot tall building for the future batch plant to be constructed on the subject property located at 315 32nd Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:35 pm. No comments were made. Public hearing closed at 5:36 pm. Peake clarified that the northern access is the only one now. Kruschke said that is correct. Eickhoff asked what the concern is with the accesses. Kruschke said that the driveways are staggered and there was concern with a trucking terminal across the street. With the need to get this building construction started, they're going to start with the batch plant and address the concerns in the future. Eickhoff asked if the intention is to move all operations from near Cashwise to this location. Alex Olin, Cemstone Concrete said that is correct. A motion was made by Springer-Gasner and seconded by Eickhoff to recommend City Council approval of this conditional use permit to allow for construction of the batch plant building at 75' in total height with the following conditions:

- 1) No permanent obstructions may be allowed in the electric transmission line easements. Aggregate like along east side of property is allowed as long as a pile can be moved should access to the electric transmission line be needed. Any obstructions in the electric transmission line easement must maintain a 30 foot clearance to any part, vertically or horizontally, of the electric transmission line.
- 2) All permits shall be issued by the City of Owatonna prior to work commencing for that item.

All Ayes, motion carried.

Kruschke provided updates on the Cedar Avenue Streetscape project. Eickhoff asked when the parking signs would be changed. Kruschke said that it is all changed on Cedar Avenue North. Rooks asked if he's gotten any feedback. Kruschke said he hasn't heard any negative feedback since it's opened. He did a short video in conjunction with the Chamber on the design choices and explaining some of the why's within the design. There will be a ribbon cutting on October 13th at 5:00 or 5:30 p.m. They are working on warrantee and punch list items. There will be a bunch of concrete work happening next week.

Kruschke gave an update on previous items. He said the Steele Waseca lot split was approved but has not been recorded yet.

Kruschke presented the August Building Permits. Single family housing is way down from last year. The interest rates haven't been helping. As far as construction valuation goes, they're almost double where they were last year. CDI and the Hilton hotel permits haven't been issued yet. We'll be close to a record year this year, if not over.

The meeting on October 11 will be canceled as no requests came in.

He said that there is money in the budget to review the Comprehensive Plan. We'll hire a consultant, but there will be some community engagement sessions and that kind of thing.

There being no further business to come before the Planning Commission at this time, a motion was made by Eickhoff and seconded by Peake to adjourn the meeting at 5:49 pm. All Commissioners voting Aye, the motion passed.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

DRAFT



Department Reports

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 14, 2022 to September 28, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Harvest Lane	Vacant lot 17-592-0104 with long weeds and grass. See attached picture 7551 of the complaint vacant lot as of 9/12/22. RJS No change in complaint vacant lot location status as of 9/15/22, 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/12/2022	9/15/2022	9/29/2022			0.5
Harvest Lane Northwest	Vacant lot 17-592-0101 with long weeds/grass (cut blvd area). See attached picture 7549 of the complaint vacant lot as of 9/12/22. RJS No change in complaint vacant lot location status as of 9/15/22, 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/12/2022	9/15/2022	9/29/2022			0.5
1014 Kellford Place	Complaint: Tall grass and weeds. Backyard is a thistle patch.	9/28/2022					0.5
1020 Frontage Road West	Reinspection of complaint vacant lot has not been mowed as of 9/12/22. See attached pictures 7547, 7548 of the complaint location as of 9/12/22. Need to call lawn mowing service as of 9/12/22. RJS 9/15/22 - contacted mowers. 9609 No change in complaint vacant lot location status as of 9/16/22, 9/19/22. RJS	9/12/2022	8/29/2022	9/12/2022	9/20/2022	Mowed.	1
105 13 Street Northwest	Two seat brown/tan stripe couch on the front blvd. See attached picture 7575 of the complaint location as of 9/16/22. RJS The complaint location with a couch on the front blvd area has been removed as of 9/21/22. RJS	9/16/2022			9/21/2022	Removed.	1
1081 St Paul Road Northeast	Brown living room reclining chair on front blvd area. See attached picture 7585 of the complaint location as of 9/21/22. RJS The complaint location with a brown living room reclining chair on the front blvd area has been removed as of 9/22/22. RJS	9/21/2022			9/22/2022	Removed.	1
1319 Bigelow Avenue	Three seat couch on the front blvd area. See attached picture 7570, 7571 of the complaint location as of 9/16/22. RJS The complaint location with a three seat brown couch on the front blvd area has been removed as of 9/22/22. RJS	9/16/2022	9/22/2022	10/2/2022	9/22/2022	Removed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 14, 2022 to September 28, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1345 Cottage Lane Southeast	Complaint: Tall grass. The complaint location inspection of tall grass is not an issue at this point in time as of 9/26/22. See attached picture 7597 of the complaint location as of 9/26/22. Will be closing this complaint inspection as of 9/26/22. RJS	9/26/2022			9/26/2022	No violation at time of inspection.	0.5
1422 Mineral Springs Road Northeast	One three seat brown couch on the front blvd area. See attached picture 7564 of the complaint location as of 9/15/22. RJS	9/15/2022	9/22/2022	10/2/2022	9/22/2022	Removed.	1
160 28 Street Northeast	The vacant lot has been partially mowed as of 9/26/22. See attached picture 7598 of the vacant lot mowed as of 9/26/22. RJS 9/27/22 - spoke with owner - they are having William Tree Service remove the downed trees this week. Once that's complete, they will contact the farmer to mow the lot. 9609	9/26/2022	8/29/2022	10/7/2022			0.5
1860 Bigelow Avenue	Complaint: Tall grass and weeds in all yards and around the house. Tree branches pile in the backyard. See attached pictures 7582, 7583 of the complaint location as of 9/21/22. RJS No change in complaint location status as of 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/21/2022	9/28/2022	10/8/2022			0.5
215 Plainview Street	Long weeds and grass in all yards and around the house. See attached picture 7557 of the complaint location as of 9/13/22. RJS	9/13/2022	9/16/2022	9/26/2022	9/23/2022	Mowed.	1
218 University Street East	Complaint items from the weekly garbage container misc items on the front yard and in the street area. See attached pictures 7560, 7561 of the complaint location as of 9/14/21. RJS	9/14/2022	9/16/2022	9/26/2022	9/20/2022	Removed.	1
221 University Street East	Long weeds/grass in all yards and around the house/garage. See attached pictures 7578, 7581 of the complaint location as of 9/20/21. RJS	9/20/2022	9/28/2022	10/8/2022			0.5
2265 Cedar Avenue North	Two seat brown couch on the driveway. See attached picture 7600 of the complaint location as of 9/26/22. RJS	9/26/2022	9/28/2022	10/8/2022			0.5
230 Southview Street	Two couches on the front blvd area. See attached picture 7544 of the complaint location as of 9/12/22. RJS The two complaint couches on the front blvd area have been removed as of 9/13/22. RJS	9/12/2022			9/13/2022	Removed.	1
2315 Cedar Avenue North	Long weeds/grass in all yards and around the house/garage. See attached picture 7584 of the complaint location as of 9/21/22. RJS	9/21/2022			9/23/2022	Mowed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 14, 2022 to September 28, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
236 Plainview Street	Long weeds and grass in all yards and around the house. See attached pictures 7553, 7554 of the complaint location as of 9/12/22. RJS No change in complaint location status as of 9/15/22, 9/16/22. RJS	9/12/2022	9/15/2022	9/25/2022	9/19/2022	Mowed.	1
240 Barney Street	The complaint items have been removed as of 9/13/22. RJS	9/13/2022			9/13/2022	Removed.	0.5
2405 7 Avenue Northeast	Three seat flower pattern couch on the front blvd. See attached picture 7595 of the complaint location as of 9/22/22. RJS	9/22/2022			9/26/2022	Removed.	0.5
253 Beech Avenue	The complaint with long weeds and grass has been mowed as of 9/16/22. RJS	9/16/2022			9/16/2022	Mowed.	0.5
2535 Harvest Lane Northwest	Vacant lot 17-592-0202 with long weeds and grass. See attached picture 7550 of the complaint vacant lot as of 9/12/22. RJS No change in complaint vacant lot location status as of 9/15/22, 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/12/2022	9/15/2022	9/29/2022			0.5
2545 24 Avenue Northwest	Vacant lot 17-592-0102 with long weeds and grass. See attached picture 7552 of the complaint vacant lot as of 9/12/22. RJS No change in complaint vacant lot location status as of 9/15/22, 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/12/2022	9/15/2022	9/29/2022			0.5
2595 Stony Creek Drive	Vacant lot 17-594-0212 with long weeds and grass. See attached picture 7543 of the complaint vacant lot as of 9/9/22. RJS No change in complaint vacant lot location status as of 9/15/22, 9/16/22. RJS	9/9/2022	9/15/2022	9/29/2022	9/19/2022	Mowed.	1
2705 3 Avenue Northeast	Complaint: Bush between car wash and townhomes that is blocking about half of the sidewalk on 28th Street NE. See attached pictures 7562 (Husky view) and 7533 (Townhomes view) of the complaint issue as of 9/14/22. The bush is right on the property line as of 9/14/22. 9/15/22 - based on attached pictures, it appears that the bush is on the townhome property. 9609	9/14/2022	9/16/2022	9/26/2022			0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 14, 2022 to September 28, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
319 Adams Avenue Northwest	Long weeds and grass in all yards and around the house. See attached picture 7538 of the complaint location as of 9/8/22. RJS No change in complaint location status as of 9/15/22, 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS 9/19/22 - Violation notice returned. Adjusted reinspect date and sent to forwarding address. 9609	9/8/2022	9/15/2022	9/30/2022			0.5
323 Allan Avenue Southwest	Mattress, TV stand, small end table, and a small black bag on blvd. See attached picture 7586 of the complaint location as of 9/21/22. RJS The complaint location with a misc items on the blvd area has been removed as of 9/22/21. RJS	9/21/2022			9/22/2022		0.5
323 Allan Avenue Southwest	Removed.	9/22/2022			9/22/2022		0.5
335 Bryan Avenue	Long weeds and grass in all yards and around the house. See attached picture 7531 of the complaint location as of 9/8/22. RJS No change in complaint location status as of 9/15/22, 9/16/22, 9/19/22. RJS	9/8/2022	9/15/2022	9/25/2022	9/20/2022	Mowed.	0.5
338 Bryan Avenue Southwest	See attached picture 7515 of the complaint location reinspection of the remaining log pile	8/31/2022	9/16/2022	9/30/2022			0.5
338 State Avenue	The complaint location has not been mowed as of 9/19/22. See attached reinspection pictures 7576, 7577 of the complaint location as of 9/19/22. Need to call the lawn service for mowing as of 9/19/22 RJS	9/19/2022	9/9/2022	9/19/2022		Contacted mowers.	0.5
350 Stoneridge Lane Northeast	Has been mowed.	9/14/2022			9/14/2022	Mowed.	0.5
428 Pearl Street East	Long weeds, grass, branches in yards and around the house. See attached pictures 7539, 7540, 7541 of the complaint location as of 9/8/22. RJS	9/8/2022			9/9/2022	Mowed.	1
430 Cherry Street	Long weeds/grass in all yards and around the house/garage. See attached picture 7588 of the complaint location as of 9/22/22. RJS The complaint location with long weeds and grass in all yards and around the house and garage has been mowed as of 9/27/22. RJS	9/22/2022			9/27/2022	Mowed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 14, 2022 to September 28, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
449 Pine Avenue North	Long weeds and grass in all yards and around the house. See attached pictures 7545, 7546 of the complaint location as of 9/12/22. RJS No change in complaint location status as of 9/15/22, 9/16/22. RJS	9/12/2022	9/15/2022	9/25/2022	9/19/2022	Mowed.	1
484 Glendale Street	Long weeds and grass in all yards and around the house. See attached picture 7536, 7537 of the complaint location as of 9/8/22. RJS	9/8/2022	9/15/2022	9/25/2022	9/26/2022	Mowed.	1
514 Mineral Springs Road Northeast	Long weeds/grass in all yards and around the house/garage. See attached pictures 7593, 7594 of the complaint location as of 9/22/22. RJS	9/22/2022	9/28/2022	10/8/2022			0.5
534 Oak Avenue South	Long weeds/grass in all yards and around the house/garage. See attached pictures 7565, 7566 of the complaint location as of 9/15/22. RJS No change in complaint location status as of 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS	9/15/2022	9/22/2022	10/2/2022			0.5
566 Mineral Springs Road Northeast	Long weeds/grass in all yards and around the house/shed. See attached pictures 7568, 7569 of the complaint location as of 9/16/22. RJS	9/16/2022	9/22/2022	10/2/2022	9/22/2022	Mowed.	0.5
725 Cedar Avenue South	The reinspection of complaint location remains the same as of 9/16/22. See attached picture 7567 of the complaint location on 9/16/22. The dumpster is still in the driveway on Prospect Street as of 9/19/22, 9/20/22, 9/21/22, 9/22/22, 9/23/22, 9/26/22, 9/27/22. RJS Stop by the dumpster company (Skjeveland) on 9/26/22 to report the safety issue being parked in the driveway. They are going to call Jersey Lake Properties. RJS	9/16/2022	9/2/2022	9/16/2022		9/27/22-emailed owner to have dumpster removed immediately. 9609	0.5
810 Minnesota Avenue	The complaint location with long weeds/grass and misc items on the south side of garage have been cut and removed as of 9/14/22. RJS	9/14/2022			9/14/2022	Mowed.	0.5
811 School Street East	Light brown two seat couch on the front blvd area. See attached picture 7579 of the complaint location as of 9/20/22. RJS	9/20/2022	9/28/2022	10/8/2022			0.5
905 Brook Lane Northeast	Long weeds and grass in all yards and around the house. See attached pictures 7558, 7559 of the complaint location as of 9/13/22. RJS No change in complaint location status as of 9/16/22, 9/19/22, 9/20/22, 9/21/22, 9/22/22. RJS	9/13/2022	9/16/2022	9/26/2022	9/22/2022	Mowed.	1
908 Linn Avenue	Long weeds/grass in all yards and around the house. See attached picture 7596 of the complaint location as of 9/23/22. RJS	9/23/2022	9/28/2022	10/8/2022			0.5



Licenses - Permits



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: 9/11/2022

Date to Council: 10/04/2022

**EVENT INFORMATION: Owatonna Fire Department Open House
– Chili & Wild Rice Soup Feed**

FEE Amount: \$0

Event Dates/Times: Date Sunday, October 9, 2019

Time: 4:00 – 7:00 p.m.

Set up – noon 4:00 p.m.

Clean up – 7:00 p.m. to 11:00 p.m.

Location (Address) of Event: Fire Hall at 107 W Main Street

Estimated Attendance (Participants and spectators): 1,000

APPLICATION INFORMATION (Person/Group Responsible): Owatonna Fire Department &
Owatonna Fireman's Relief Association

Primary Contact /Applicant Name: Ryan Seykora, On-duty Shift Commander

507-227-9049

Items needed:

Use of Public Streets & Right-of-Way: Will block off Cedar Ave S on the east side of Fire Hall and
block off the alley along the south side of Fire Hall;

Small Cones to block off the street and alleyway

Department Notes :

Park & Rec: Approved, no impact

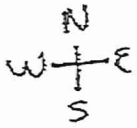
Police: Approved with no comment.

Public Works: Approved, no impact.

Fire: Approved, department event

Council Notes:

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



Main St.

Kids events

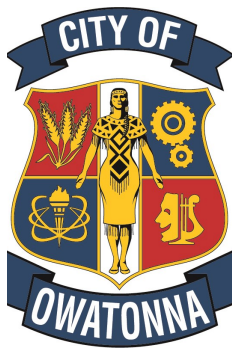
hand out
pub info

Chili feed
in
App
bar

Fire trucks on display here
Cedar St.

Alley - May use for Kids events

75 11:00



Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
Eric Anderson, Recreation Manager
SUBJECT: Use Agreement - Owatonna Diving Club

Purpose:

Enter into a Use Agreement with the Owatonna Diving Club

Background:

The City of Owatonna enjoys a long-standing relationship with the Owatonna Diving Club, which assists the city with services at Lake Kohlmier and River Springs Water Park. These services include the annual swim beach install/removal of the ropes, buoys, and anchors. They also help with the retrieval of small equipment in the lake, such as picnic tables or bikes throughout the summer. At River Springs Water Park, the Diving Club clears the pool's bottom of debris, glass, and addresses drain issues at no cost.

The City and the Diving Club do not have a formal agreement. The Diving Club needs assistance during the winter months to secure pool space for their Scuba Diving classes. The city would reserve the pool space for their programs in exchange for services provided to the city. Currently, the Diving Club uses the Middle School pool on Wednesday evenings. This would stay the same. There is no charge for the use of the pool and the Diving Club would be responsible for their own lifeguard requirements.

This agreement would establish a formal arrangement and continue the long-standing working relationship between the City and Owatonna Diving Club.

Budget Impact:

The commercial rate for Scuba Diver services for 2 people is \$650 for the 1st hour and \$350 for each additional hour. This partnership will save the City a minimum of \$2000 per year for just the Lake Kohlmier Swim Area preparation and take down. Further cost savings will be realized if additional services are requested of the Owatonna Diving Club.

Staff Recommendation:

Staff recommends approving this agreement

Attachments:

1. Use Agreement - Owatonna Diving Club

CITY OF OWATONNA AND OWATONNA DIVING CLUB

AGREEMENT

THIS AGREEMENT made and entered into this 4th day of October 2022, by and between the City of Owatonna, a municipal corporation, hereinafter referred to as the City, and the Owatonna Diving Club hereinafter referred to as the Club.

WITNESSETH:

WHEREAS, City provides a summer swimming beach at Lake Kohlmier, and desires the assistance from the Club for preparation and the taking down of the swim area equipment.

WHEREAS, City desires the assistance from the Club for other cleaning and repair tasks at Lake Kohlmier and River Springs Water Park.

WHEREAS, the Club desires to render the assistance and perform the services desired by the City, and

WHEREAS, the Club agrees to perform the services for the City under the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the foregoing and in consideration of the promises hereinafter set forth, City and the Club mutually agree as follows:

PARTNERS RESPONSIBILITIES:

1. **Support Park and Recreation Department.** The Club shall work directly with the Recreation Manager, or appointed designee, and shall provide assistance and support with the following tasks:
 - a. Installing ropes and buoys at the Lake Kohlmier swim area at least 1 day prior to the Park Board approved beach opening date
 - b. Removing ropes and buoys from Lake Kohlmier swim area within 2 weeks of the Park Board approved beach closing date.
 - c. Assisting with other requested 'in water' cleaning tasks and repair tasks at River Springs Waterpark and West Hills Tennis & Fitness Center.
2. **The Club's Staff and Volunteers.** The Club shall be responsible for supervision and performance and conduct of all its officers, members, volunteers, and subcontractors (herein collectively "Volunteers") providing services under this agreement.
 - a. The Club shall conduct any background checks of Volunteers as the City may require.
3. **Registration.** The Club shall be responsible for all registration of its

participants for the Scuba Diving program.

4. **Promotion.** The Club shall be responsible for all promotion of the Scuba Diving program.
5. **Lifeguards.** The Club shall be responsible for providing a certified Lifeguard for its Scuba Diving program. If the Club is unable to provide a Lifeguard, the City will provide a Lifeguard, and other required staff to perform the lifeguard duties, if the City has available staff to meet this need. The Club shall pay the City market rate for the cost of all City provided staff.
6. **Additional Fees.** The Club shall be responsible for paying any additional fees associated with the Scuba Club program, including pool cancellations fees and janitorial overtime costs
7. **Equipment and Equipment Storage.** The Club shall be responsible for all equipment and supplies associated with the Scuba Diving program. The Club shall be responsible for all equipment storage associated with the Scuba Diving program.
8. **Communication.** The Club will be in regular communication with the City on program scheduling needs.

CITY'S RESPONSIBILITIES:

1. **Space.** City shall provide up to 60 hours of pool time, between the months of November through May, for use by the Club for Scuba Diving programs.
2. **Program Schedule.** The City shall request from the Club the proposed Scuba Diving program schedule and reserve pool space associated with the program.
3. **Equipment and Supplies.** The City shall be responsible for any Lake Kohlmier Swim Area equipment and supplies, River Springs Water Park repair or cleaning supplies and West Hills Tennis & Fitness Center repair or cleaning supplies.
4. **Lifeguards.** The City shall provide a Lifeguard, and other required staff to perform the lifeguarding duties, for the Scuba Diving program if the Club is unable to provide a lifeguard and the City has available staff to meet this need. The Club shall pay the City market rate for the cost of all City provided staff.
5. **Communication.** The City will be in regular communication with the Club regarding Lake Kohlmier Swim Area needs and requests for additional assistance.
6. **City Retains Authority.** The City will be responsible for making all final decisions related to the use of City facilities used by the Club of its Scuba program.

GENERAL CONDITIONS:

1. **Relationship.** It is understood that the Lake Kohlmier Beach, River Springs Water Park and West Hills Tennis and Fitness Center are City facilities and the Club will assist the City in the services requested. It is understood that the Scuba Diving program is the Club program and the City is not associated with the program in any way other than providing space for the program.
2. **Equipment.** The City will own and store all City owned equipment and supplies. The Club shall own and store all Club owned equipment and supplies.
3. **Assignment.** The Club may not assign this Agreement to any other person or entity unless the City consents in writing to the assignment.
4. **Liability Insurance.** The Club shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Club, its officers, employees, agents, members, volunteers and anyone directly or indirectly engaged or employed by the Club 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.

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

The Club 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, the Club shall deliver to the City a certificate of insurance providing that the W.C. coverage is in full force and effect.

5. **Indemnification.** The Club agrees to perform and comply with all the conditions, regulations, and provisions described herein, and to defend, indemnify, and hold harmless the City, its officers, agents, or employees of and from all liability, lien, judgment, costs, damages and expenses of whatsoever kind arising out of or resulting from the performance of work under this Agreement but only to the extent caused wholly or in part by the negligence of the Club and its Volunteers.
6. **Subrogation.** 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 insured loss occurring to the real property and personal property owned by City and personal property owned by the Club.
7. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood or other circumstances which are beyond

the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. The City retains the right to cancel the Scuba Diving program at any time for reasons related to COVID-19 without liability to the Club except for fees owed.

8. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
 - a. Failure of the Club to perform, keep, and observe any of the conditions of the contract, and the failure of the Club to correct the default or breach within the times specified by the Recreation Manager.
 - b. Upon mutual consent of the City and the Club.
9. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Club shall remove all personal property belonging to the Club and shall leave the premises in the condition in which they were received. In the event said personal property are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Club shall be deemed to have had abandoned the same to the City.
10. **Personal Property.** The City shall not be liable for any damage to persons or properties in the space assigned to the Club. The Club agrees that all personal property upon such premises shall be kept at the risk of the Club only and the City shall not be liable for any damages thereto or loss or theft thereof.
11. **Renewal.** Negotiations for a new contract will begin at least 2 months prior to the completion of the current term of agreement, with agreement of a new contract or termination finalized on or before 1 month prior to the complete of the current term of agreement.
12. **Term.** The term of this agreement is October 4, 2022 to October 3, 2023.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.

The Club

City of Owatonna

By: _____
Ryan Bauer, President

By: _____
Tom Kuntz, Mayor

and

By: _____
Kris Busse, City Administrator



Human Resources Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Emily Thamert, Director
SUBJECT: Training Contract - Riverland Community College

Purpose:

To approve the contract for 'Fundamentals of Supervisory Leadership' training with Riverland Community College.

Background:

The City partnered with Riverland Community College's Customized Training and Education team to design a 'Fundamentals of Supervisory Leadership' certificate program for City leaders. The certificate program will be delivered in a six-month cohort format for City of Owatonna employees. The program outline will include: foundations of supervisory management, communication strategies and personal effectiveness, accounting for non-financial managers, conflict management, critical thinking and problem solving, change management, and team building.

Budget Impact:

The budget impact for 14 participants in the six-month cohort will be \$10,000.

Staff Recommendation:

Staff recommends approval of the proposed training contract with Riverland Community College.

Attachments:

1. Training Contract



MINNESOTA STATE

P.O. Number _____

Contract Number: RVCC-2023-028040

Purchaser Name _____

INCOME CONTRACT

This contract is by and between OWATONNA CITY OF, 540 W HILLS CIRCLE, OWATONNA, MINNESOTA 55060 (hereinafter "Purchaser") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of RIVERLAND COMMUNITY COLLEGE (hereinafter "Minnesota State").

WHEREAS, the Purchaser has a need for a specific service; and

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE.

The Minnesota State and Riverland Customized Training agrees to provide the following: The Fundamentals of Supervisory Leadership training to the City of Owatonna employees; including:

- Course development, customization, and instruction
 - Will collaborate with your team to determine your organization's training needs
 - Will design training solutions customized to meet those needs
- Training space at Riverland Community College, Owatonna Campus
- Program materials
- Supplies unless otherwise noted
- Post session briefing including evaluation results
- Certificates of program completion for each attendee
- Additional participants, up to a total of 20, can be added for \$700 per person

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows: Six four-hour session. One each held October 2022 through March 2023. 14 total participants for a

total of \$10,000.00. Additional participants, up to a total of 20, can be added for \$700 per person.

- b. **Terms of Payment.** 50% of the course fee is due October 1, 2022. The balance will be due January 6, 2023.

3. **TERM OF CONTRACT.**

This contract shall be effective on Saturday, October 01, 2022, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until Saturday, April 15, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

4. **CANCELLATION.**

This contract may be canceled by the Purchaser or Minnesota State 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 Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed

5. **AUTHORIZED REPRESENTATIVES.**

- a. The Purchaser's Authorized Representative for the purposes of administration of this contract is:

Name: Kris Busse

Address: 540 W HILLS CIRCLE, OWATONNA, Minnesota 55060

E-Mail: kris.busse@ci.owatonna.mn.us

- b. An authorized representative of Minnesota State for the purposes of administration of this contract is:

Name: Kim Schaufenbuel

Address: 1900 8th Avenue NW Austin, MN 55912

E-Mail: kim.schaufenbuel@riverland.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

6. **ASSIGNMENT.**

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. **LIABILITY.**

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.

8. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").**

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State 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.

9. **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.

10. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE 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 §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

11. **JURISDICTION AND VENUE.**

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

13. **OTHER PROVISIONS.** (Attach additional page(s) if necessary):

Program outline addendum A

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
RIVERLAND COMMUNITY COLLEGE**

By (authorized signature and printed name)
Title
Date

2. PURCHASER: OWATONNA CITY OF T

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 and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement and printed name)
Title
Date

PROGRAM OUTLINE

Fundamentals of Supervisory Leadership

OCTOBER 2022:

Foundations of Supervisory Management

- Co-worker to supervisor transition
- Setting expectations and goals
- Assigning and delegating work
- Providing feedback and coaching
- Managing time
- Emotional Intelligence
- Performance management overview

NOVEMBER 2022:

Communication Strategies and Personal Effectiveness

- Verbal communication
- Non-verbal communication
- Barriers to communication
- Listening
- Asking good questions
- Appreciative inquiry

DECEMBER 2022:

Accounting for Non-Financial Managers

- Common accounting terms
- Budgets
- Debits and credits
- Financial statements
 - Balance Sheet
 - Income Statement
 - Profit and Loss
- Income and expense
- Accounts receivable

JANUARY 2023:

Conflict Management

- Identifying conflict
- Conflict resolution process
- Creating an effective atmosphere
- Mutual understanding
- Getting to the root cause
- Generation options
- Stress and anger management tools

FEBRUARY 2023:

Critical Thinking and Problem Solving

- Components of critical thinking
- Logical thinking
- Evaluation information
- Changing perspective
- Considering others' viewpoints
- Learning from mistakes

MARCH 2023:

Change Management

- Preparing for change
- What's in it for me?
- Gaining support
- Leading and managing the change

Team building

- Benefits
- Activities
- Common mistakes
- Team building plan
- Evaluation



Community Development Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Troy Klecker, Director
SUBJECT: Stormwater and Facility Maintenance Agreement - Festal Place, LLC

Purpose:

Council to approve the Stormwater Facility Maintenance Agreement with Festal Place, LLC.

Background:

City Attorney Walbran has amended the attached document to now include a "Hold Harmless" clause.

Budget Impact:

None

Staff Recommendation:

Approval recommended.

Attachments:

1. Stormwater Facility Maintenance Easement Agreement - Festal Place LLC

STORMWATER FACILITY MAINTENANCE AND EASEMENT AGREEMENT

THIS STORMWATER FACILITY MAINTENANCE AND EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2022, by Festal Place, LLC (the “**Property Owner**”) and the City of Owatonna, MN (the “**City**”).

WHEREAS, Property Owner is the owner of certain property described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, Property Owner is proceeding to build on and develop the Property; and

WHEREAS, the site plan known as _____ (the “**Plan**”) is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the Property; and

WHEREAS, the City and Property Owner agree that on-site stormwater management facilities (the “**Stormwater Facilities**”), as shown on the Plan and implemented to meet requirements of Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001, will be implemented by Property Owner on the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Deliveries upon Completion. Property Owner shall upon completion of development of the Property, provide as an attachment to this Agreement, the required maintenance plan, as-built drawings, and certification that the Stormwater Facilities have been constructed properly as required by the City of Owatonna Stormwater Management Ordinance No. 52.00.

2. Construction and Maintenance. The Stormwater Facilities shall be constructed on the Property, and maintained by Property Owner, in accordance and compliance with: (a) the plans and specifications identified in the Plan; and (b) the most recent requirements of the City’s Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program as currently enacted and as may hereinafter be amended. Property Owner shall at all times maintain the Stormwater Facilities according to customary industry standards. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance means keeping the Stormwater Facilities and all components in effective working condition, so that these Stormwater Facilities continue to perform their designed functions.

3. Inspection. Property Owner shall inspect the Stormwater Facilities on a routine basis, at a minimum annually, to provide for proper functioning of the Stormwater Facilities. The inspection shall cover the entire Stormwater Facilities including embankments, berms, inlet and outlet structures, and pond areas.

4. Improvements. Property Owner shall be responsible for improving, modifying, or installing the Stormwater Facilities to current industry BMP standards, in the event existing practices defined herein is found by the City and Property Owner to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001 as currently enacted and as may hereinafter be amended. For the purposes of this Agreement, “**BMP**” means Best Management Practices consisting of practices, techniques, and measures, that prevent or reduce water pollution from nonpoint sources by using effective and practicable means of achieving water quality goals, which includes, but is not limited to, official controls, structural and nonstructural controls, and operation and maintenance procedures, as contemplated by Minn Stat § 103F.711, Subd.3. In the event of any dispute concerning whether the Stormwater Facilities are effective in meeting such treatment requirements, Property Owner and City shall mutually select an independent, third-party licensed engineer with expertise in stormwater management (the “**Qualified Consultant**”) to serve as a third-party neutral to inspect and test the Stormwater Facilities and make such other inquiry as necessary to determine whether the Stormwater Facilities are effective in meeting the treatment requirements of this Agreement. If Property Owner and City cannot agree on the appointment of a Qualified Consultant, or if either party disagrees with the Qualified Consultant’s opinion, then the parties shall submit the issue for resolution pursuant to the Alternative Dispute Resolution provision provided in Section 14. Property Owner and City shall each pay one-half of the costs of the Qualified Consultant.

5. Limited Easement. Property Owner hereby grants to the City (and its authorized agents and employees), a limited, non-exclusive, easement of ingress and egress over, across, under, and through those portions of the Property containing the Stormwater Facilities (the “**Easement Area**”) for the limited purposes of: (a) confirming Property Owner’s compliance with this Agreement, by inspecting the Stormwater Facilities; and (b) upon the occurrence of, and during the continuance of, an uncured default by Property Owner under any Inspection Report, the City and its authorized representatives may enter upon the Easement Area to correct deficiencies identified in the uncured Inspection Report. No other use of the Easement Area is permitted under this Agreement, and all other right, title and interest in and to the Property and the Easement Area is reserved to Property Owner. Property Owner may not relocate the Easement Area or Stormwater Facilities at any time without prior written consent by City, which consent will not be unreasonably withheld or delayed.

6. Records. Property Owner shall upon written request of the City, provide the City with access to inspection and maintenance records maintained by the Property Owner.

7. City’s Inspection Report. If the City conducts any inspection of the Stormwater Facilities, the City shall provide the Property Owner with a written report to include copies of any inspection findings, and if deficiencies are found, the following: (a) a detailed written report of any deficiencies with respect to compliance with this Agreement, and (b) if required by City, a directive to commence needed maintenance, repairs, or modifications and a reasonable deadline to complete the repairs, given the importance of the repair, and any winter / freezing weather conditions (the “**Inspection Report**”). The Property Owner shall reply to the City’s engineering department within 20 business days, indicating its responses to the Inspection Report.

8. Correction. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligations on the City. However, if Property Owner is in default of this Agreement,

and fails to correct deficiencies specified in the Inspection Report, then upon 10 days advance notice to Property Owner, City may enter upon the Easement Area, correct defaults of this Agreement not corrected by Property Owner, and charge the reasonable costs of such repairs to the Property Owner, outlined in the City's Stormwater Management Ordinance 52.00.

9. Run with Land. This Agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner and its successors, and assigns, and any other successors in interests, in perpetuity.

10. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the "American Rule" shall apply and each party shall be responsible for its attorney's fees and costs, except where a party is found to be in violation of Minn. Stat. § 549.211, subd. 2., in which case, the non-prevailing party in such dispute shall pay the prevailing party's attorneys' fees and costs incurred per Minn. Stat. § 549.211, subd. 2.

11. No Third Party Beneficiaries. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a party to this Agreement

12. Entire Agreement. It is mutually understood and agreed that this Agreement, and the Easement, constitutes the entire agreement between Grantor and Grantee concerning the Easement Area, and supersedes all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in writing executed by both parties.

13. General Terms. This Agreement may: (a) not be modified, amended, or terminated except in a writing signed by each party hereto; (b) be assigned by Property Owner to any successor owner of the Property; (c) may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument; and (d) imposes no liability of any kind on the City. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Alternative Dispute Resolution. (a) *Mediation.* If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. (b) *Arbitration.* Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. Hold Harmless. Property Owner and its successors, and assigns, agree to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly, except to the extent that any damages are attributable to the negligent or otherwise wrongful act or omission of the City, or its independent contractors, agents, and employees.

(Signatures contained on following page)

Property Owner: FESTAL PLACE, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of FESTAL PLACE, LLC, a limited liability company under the laws of the State of Minnesota on behalf of the company.

Notary Public

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Thomas A. Kuntz, the Mayor of the City of Owatonna, and by Kris M. Busse, the Administrator of the City of Owatonna, a municipality under the laws of the State of Minnesota on behalf of the City.

Notary Public

Drafted By:
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

RECAP:

\$	347,160.40	JJD Companies - 2022 Street & Utility Pay Est 2
	112,983.18	Nero Engineering - August WWTF Expansion & Sewer Study services
	967,951.14	Rice Lake Const Group - WWTF Expansion Pay Est 3
	123,073.02	Southeast Service Coop - Sept 2022 Health Insurance premiums
	20,380.50	US Bank - City-wide credit card purchases
	<u>234,337.20</u>	OTHER EXPENDITURES
\$	<u><u>1,805,885.44</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash		Account: 999-19100-000-000-000000				
370265	100183	ADVANTAGE DISTRIBUTING & LUBR	660.68	09/27/22		
370266	34	ALEXANDER LUMBER COMPANY	755.91	09/27/22		
370267	100184	ALLEN'S SERVICE INC	270.00	09/27/22		
370268	6964	ALPHA TRAINING TACTICS & SALES	344.00	09/27/22		
370269	7089	ALS GROUP USA CORP	156.25	09/27/22		
370270	3410	AMERICAN RED CROSS	82.00	09/27/22		
370271	5519	AMES CENTER	1,296.00	09/27/22		
370272	6006	ANNA K MARTIN	9.05	09/27/22		
370273	58	APPLIED CONCEPTS INC	562.00	09/27/22		
370274	61	ARAMARK UNIFORM SERVICES INC	745.04	09/27/22		
370275	68	ARROW ACE HARDWARE	157.85	09/27/22		
370276	3265	AUTO-OWNERS INSURANCE CO	5,506.00	09/27/22		
370277	89	BACHMAN'S CREDIT DEPT	1,501.00	09/27/22		
370278	91	BAKER & TAYLOR BOOKS	2,069.43	09/27/22		
370279	4920	BATTERIES PLUS BULBS LLC	7.56	09/27/22		
370280	100045	BDS LAUNDRY SYSTEMS	2,118.13	09/27/22		
370281	5188	BLACKSTONE PUBLISHING	527.14	09/27/22		
370282	100133	BROCK WHITE COMPANY LLC	1,090.61	09/27/22		
370283	156	CARQUEST	2,314.93	09/27/22		
370284	2108	CAVALIER COACHES INC	1,050.00	09/27/22		
370285	161	CEDAR VALLEY SERVICES INC	1,510.88	09/27/22		
370286	3108	CEMSTONE CONCRETE MATERIAL LLC	3,844.00	09/27/22		
370287	163	CEMSTONE PRODUCTS CO	133.23	09/27/22		
370288	349	CENGAGE LEARNING INC	304.70	09/27/22		
370289	164	CENTER POINT PUBLISHING	257.75	09/27/22		
370290	4425	CENTRAL FARM SERVICE	6,981.10	09/27/22		
370291	100186	CHASITY SMISEK	50.00	09/27/22		
370292	5443	CINTAS	63.55	09/27/22		
370293	7165	CLIMB THEATRE INC	500.00	09/27/22		
370294	5569	CLUB CAR LLC	600.00	09/27/22		
370295	5536	COMPCARE OCCUPATIONAL MEDICINE	198.00	09/27/22		
370296	207	CRANE CREEK ASPHALT	2,260.80	09/27/22		
370297	212	CULLIGAN OF OWATONNA	23.68	09/27/22		
370298	222	D & M CONSTRUCTION LLC	11,685.75	09/27/22		
370299	240	DEMCO	78.04	09/27/22		
370300	5416	DLL FINANCE LLC	4,438.80	09/27/22		
370301	282	ENTENMANN-ROVIN CO	94.00	09/27/22		
370302	284	ENVIRONMENTAL EQUIP & SERV INC	70.47	09/27/22		
370303	285	ENVIRONMENTAL TOXICITY CONTROL	1,400.00	09/27/22		
370304	100003	FAUL PSYCHOLOGICAL	1,750.00	09/27/22		
370305	100003	FAUL PSYCHOLOGICAL PLLC	650.00	09/27/22		
370306	323	FIRST SUPPLY OWATONNA	713.57	09/27/22		
370307	7085	FLOW MEASUREMENT AND CONTROL	407.00	09/27/22		
370308	3806	FOUR SEASONS ELECTRIC	1,226.62	09/27/22		
370309	5016	GALLS	463.76	09/27/22		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
370310	2691	GENESIS LAMP CORPORATION	698.03	09/27/22		
370311	6994	GLOBAL PAYMENTS INTEGRATED	3,861.69	09/27/22		Wire Transfer
370312	410	HAWKINS INC	13,762.77	09/27/22		
370313	421	HILLYARD/HUTCHINSON	215.40	09/27/22		
370314	1484	HUSKIES BULL PEN CLUB	1,140.00	09/27/22		
370315	446	IFACS	190.22	09/27/22		
370316	454	INNOVATIVE OFFICE SOLUTIONS	509.61	09/27/22		
370317	455	INSTY PRINTS	116.71	09/27/22		
370318	100181	JACLYN SCHLICHTER	5.00	09/27/22		
370319	2942	JAMES BROS CONSTRUCTION INC	7,981.00	09/27/22		
370320	2720	JJD COMPANIES LLC	347,160.40	09/27/22		
370321	482	JOHN DEERE CREDIT	506.70	09/27/22		
370322	2252	KECK'S REPAIR	1,435.36	09/27/22		
370323	100123	KELSEY PILCHER	110.00	09/27/22		
370324	521	KROMER CO	156.70	09/27/22		
370325	523	KUNTZ THOMAS A	99.00	09/27/22		
370326	525	KWIK TRIP INC	261.52	09/27/22		
370327	545	LEGACY SIGNS INC	160.00	09/27/22		
370328	551	LOCATORS & SUPPLIES INC	231.88	09/27/22		
370329	579	MACQUEEN EQUIPMENT CO	499.68	09/27/22		
370330	6037	MARIE RIDGEWAY LICSW LLC	150.00	09/27/22		
370331	100187	MARIO ROSAS	200.00	09/27/22		
370332	4383	MEI TOTAL ELEVATOR SOLUTIONS	881.07	09/27/22		
370333	7062	MERCHANT SERVICES	2,299.72	09/27/22		Wire Transfer
370334	612	METRO SALES INC	100.73	09/27/22		
370335	7028	METRONET	886.84	09/27/22		
370336	5718	MID-AMERICAN RESEARCH CHEMICAL	1,690.00	09/27/22		
370337	619	MIKE'S REPAIR	1,526.44	09/27/22		
370338	1946	MINER'S OUTDOOR & RECREATION	1,552.08	09/27/22		
370339	4322	MINNESOTA PUMP WORKS	646.00	09/27/22		
370340	638	MN DEPT OF LABOR AND INDUSTRY	2,877.55	09/27/22		Wire Transfer
370341	2818	MN DEPT OF REVENUE	10,598.37	09/27/22		Wire Transfer
370342	4729	MN RECREATION & PARK ASSN	395.00	09/27/22		
370343	680	MN VALLEY TESTING LABS INC	816.12	09/27/22		
370344	5894	MRI SOFTWARE LLC	175.00	09/27/22		
370345	577	MTI DISTRIBUTING INC	7,437.65	09/27/22		
370346	4928	NAPA AUTO PARTS	2,772.47	09/27/22		
370347	705	NARDINI FIRE EQUIPMENT CO INC	545.00	09/27/22		
370348	100145	NARTEC INC	361.29	09/27/22		
370349	100182	NATALIE SORENSEN	5.00	09/27/22		
370350	4963	NERO ENGINEERING	112,983.18	09/27/22		
370351	732	NORTHLAND FARM SYSTEMS	582.97	09/27/22		
370352	2052	O'REILLY AUTOMOTIVE INC	1,472.43	09/27/22		
370353	741	OLYMPIC FIRE PROTECTION CORP	162.80	09/27/22		
370354	745	OWATONNA AREA CHAMBER OF COMM	900.00	09/27/22		
370355	763	OWATONNA HEATING & COOLING INC	1,152.00	09/27/22		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
370356	759	OWATONNA MOTOR COMPANY	1,451.01	09/27/22		
370357	1309	OWATONNA PUBLIC UTILITIES	2,102.07	09/27/22		ACH
370358	4839	P&R CONSTRUCTION LLC	19,697.60	09/27/22		
370359	780	PAAPE COMPANIES INC	1,292.56	09/27/22		
370360	785	PARAGON	522.01	09/27/22		
370361	4853	PAYMENTECH	32.37	09/27/22		Wire Transfer
370362	6986	PDI	41.94	09/27/22		
370363	808	PIONEER MANUFACTURING COMPANY	5,310.00	09/27/22		
370364	7034	PLAISTED COMPANIES INC	4,774.48	09/27/22		
370365	815	PLUNKETT'S PEST CONTROL INC	242.89	09/27/22		
370366	1756	R & M STEEL	155.84	09/27/22		
370367	5620	R&E ENTERPRISES OF MANKATO INC	6,500.00	09/27/22		
370368	1887	RAMY TURF PRODUCTS	465.00	09/27/22		
370369	3884	RCM SPECIALTIES	147.78	09/27/22		
370370	100063	RICE LAKE CONSTRUCTION GROUP	967,951.14	09/27/22		
370371	100084	RON'S REPAIR SERVICE	1,984.47	09/27/22		
370372	924	SCHILLING SUPPLY CO	503.34	09/27/22		
370373	928	SCHOLASTIC INC	8.04	09/27/22		
370374	941	SELCO	4,036.87	09/27/22		
370375	5887	SEW & TELL LLC	25.00	09/27/22		
370376	952	SHERWIN WILLIAMS COMPANY	578.70	09/27/22		
370377	1809	SHI CORP	549.89	09/27/22		
370378	2790	SHRED RIGHT	8.18	09/27/22		
370379	3854	SIRCHIE PRODUCTS	305.63	09/27/22		
370380	2603	SOUTHEAST SERVICE COOPERATIVE	123,073.02	09/27/22		Wire Transfer
370381	5440	SPS COMPANIES INC	5.97	09/27/22		
370382	1000	STEELE COUNTY FREE FAIR	150.00	09/27/22		
370383	1005	STEELE COUNTY RECORDER	92.00	09/27/22		
370384	1009	STEELE COUNTY TREASURER	626.06	09/27/22		
370385	1014	STEWART SANITATION	2,676.75	09/27/22		
370386	1032	SWEET TOWING	100.00	09/27/22		
370387	3999	SYNCHRONY BANK	209.37	09/27/22		
370388	1035	T-MOBILE	606.29	09/27/22		
370389	6289	TEPFER APRIL	150.00	09/27/22		
370390	1781	TERMINAL SUPPLY CO	274.40	09/27/22		
370391	100077	TERRACON CONSULTANTS INC	6,946.25	09/27/22		
370392	7068	TGK AUTOMOTIVE OF OWATONNA LLC	1,591.74	09/27/22		
370393	100179	THE LAND	49.00	09/27/22		
370394	100102	TRAFFIC & PARKING CONTROL CO I	8,271.00	09/27/22		
370395	7008	TRANSITIONAL HOUSING-STEELE CO	34.39	09/27/22		
370396	3689	TRI STATE BOBCAT	2,500.00	09/27/22		
370397	6344	TRUCK CENTER COMPANIES LLC	65.44	09/27/22		
370398	1101	US BANK	525.00	09/27/22		
370399	1101	US BANK	20,380.50	09/27/22		Wire Transfer
370400	1111	USA TODAY	398.49	09/27/22		
370401	2540	USABUEBOOK	180.23	09/27/22		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
370402	2540	USABBLUEBOOK	129.77	09/27/22		
370403	100188	VAULT HEALTH	166.38	09/27/22		
370404	1133	VENTURE HYDRAULICS INC	103.37	09/27/22		
370405	2121	VERIZON	2,498.95	09/27/22		
370406	1150	WASTE MANAGEMENT OF WI-MN	1,072.54	09/27/22		
370407	100180	WASTEQUIP	4,935.34	09/27/22		
370408	100185	WASTEWATER MICROBIOLOGY SOLUTN	600.00	09/27/22		
370409	1155	WENCL PLUMBING	2,675.03	09/27/22		
370410	4067	WEX BANK	1,571.40	09/27/22		Wire Transfer
370411	4852	WHKS	5,769.84	09/27/22		
370412	1179	ZEP MANUFACTURING CO	277.48	09/27/22		
370413	7004	MATTHEW R HOKANSON	5,291.97	09/27/22		
Check totals:			1,639,088.75			
ACH totals:			2,102.07			
EFTPS totals:						
Wire transfer totals:			164,694.62			
Payment Manager totals:						
GRAND TOTALS			1,805,885.44			
Check totals:			1,639,088.75			
ACH totals:			2,102.07			
EFTPS totals:						
Wire transfer totals:			164,694.62			
Payment Manager totals:						
GRAND TOTALS			1,805,885.44			



Resolutions



Community Development Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Res 82-22: CUP-1 Cemstone Batch Plant Building Height CUP

Purpose:

Adopt Resolution 82-22 approving the Conditional Use Permit for Cemstone Concrete to construct a 75 foot tall building for their batch plant and operations at 315 32nd Avenue NW.

Background:

See Attached.

Budget Impact:

None with this request. This request is to meet the terms of the previously adopted development agreement with Cemstone.

Staff Recommendation:

Staff recommends approval of this resolution as is being recommended by the Planning Commission.

Attachments:

1. Res 82-22 CUP-1 Cemstone Batch Plant
2. CUP-1 Cemstone Batch Plant Height CUP

RESOLUTION NO. 82-22

A RESOLUTION APPROVING CONDITIONAL USE CUP-1

WHEREAS, Cemstone Concrete, a request for a conditional use permit to allow for construction of a 75-foot-tall structure to house the concrete batch plant on the subject property that is 75 feet in total height at the subject property and is legally described within Exhibit A; and

WHEREAS, The Planning Commission held a public hearing on September 27, 2022 and recommended approval of CUP-1 and

WHEREAS, on October 4, 2022, the City Council accepted and approved Conditional Use CUP-1, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-1 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 - a) No permanent obstructions may be allowed in the electric transmission line easements. Aggregate along the east side of property is allowed as long as pile can be moved should access to the electric transmission line be needed. Any obstructions in the electric transmission line easement must maintain a 30ft clearance to any part, vertically or horizontally, of the electric transmission line.
 - b) All permits shall be issued by the City of Owatonna prior to work commencing for that item.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

Lot 2, Block 1, Viracon Curv-lite Addition,
Steele County, Minnesota

September 20, 2022

To: Planning Commission

From: Community Development Department

RE: Conditional Use No. CUP-1 by Cemstone Concrete, a request to allow a 75 foot tall building for the future batch plant to be constructed on the subject property.

Application Review:

Applicant/Owner: Cemstone

Location of Property: 315 32nd Avenue NW

Zoning Map: I-2, Heavy Industrial District

Zoning Ordinance: Ordinance 157.028 C states that any structures over 45 feet in height within the Industrial Zoning Districts requires a conditional use permit.

Report Attachments:

1. Location Map
2. Aerial Photo
3. Building Elevations
4. Site Plan

Proposed Development:

- Conditional Use No. CUP-1 by Cemstone Concrete, a request to allow a 75 foot tall building for the future batch plant to be constructed on the subject property.
- The applicant is planning on relocating and constructing a new facility within the industrial park.
- The conditional use permit is requested for the height on the batch plant building. The proposed building has a 24' tall precast tip up structure. The batch plant area of the building contains an additional 50' tall steel structure to get to the 75' of height.
- The proposed structure does not have any openings except for the conveyor system in the upper 50'.
- The proposed tower area will have a monoslope roof draining to the west.
- Code requires that for each additional 10' of height an additional 5' of setback shall be required in the front and side yards.
 - The front setback is required to be 45'. They are proposing 191'.
 - The side setback is required to be 45'. They are proposing 127'.
- A future driveway is being shown on the south end of the site. This driveway is 115' to the north of the existing driveway. The City Engineer is recommending that the southernmost driveway be removed when the future driveway is added due to its proximity to the other driveway. Viracon uses this for access and that continued use was a condition of the sale. If it were to move, then an agreement will need to be worked out with Viracon. All future driveway locations will be discussed in the future when future construction occurs.
- A fuel island is being proposed in the center of the site.
- The applicant is showing some stock piles in an existing utility easement on the east side of the property. OPU & SMMPA have a concern with the clearance between these piles and

the transmission lines coming into Owatonna. No permanent obstructions may be allowed in the electric transmission line easements. Aggregate like along east side of property is allowed as long as pile can be moved should access to the electric transmission line be needed. Any obstructions in the electric transmission line easement must maintain a 30ft clearance to any part, vertically or horizontally, of the electric transmission line.

- There are no height concerns with the airport due to the height of these structures.

Findings

- ◆ According to the ordinance, a conditional use permit may be granted if the following findings are met:
 - a) The establishment or operation of the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - b) The architectural appearance and functional plan of the building and site reflects the building character of the area and will not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence within a reasonable distance of the lot. The proposed development will be compatible with existing and planned use of the area and conflicts will not be created between the proposed use and existing and intended future uses of the surrounding area.
 - c) The traffic generated by this use shall be channelized and controlled in a manner that will avoid congestion on public streets, safety hazards or excessive traffic through residential areas. The traffic generated will not raise traffic volumes beyond the capacity of the surrounding streets. Vehicular access points will be limited, and will create a minimum amount of conflict with through traffic movements and will be subject to the approval of the City Engineer. Vehicular drive up ingress lanes will be large enough to accommodate peak auto use on the same lot without requiring the stopping or waiting of vehicles on public right-of-way. Ingress lanes will be from the least heavily traveled street wherever possible.
 - d) Public services, including but not limited to sewer, water, gas, police, and fire protection, are available at an adequate level and capable of servicing the proposed land use. In addition, adequate access, drainage, and any other necessary support facilities shall be provided.
 - e) All such other or further factors as the City shall deem a requisite or consideration in determining the effect of such use on the general welfare, public health, and safety.

Staff Review:

Staff is recommending approval of this conditional use permit to allow for construction of the batch plant building at 75' in total height with the following conditions:

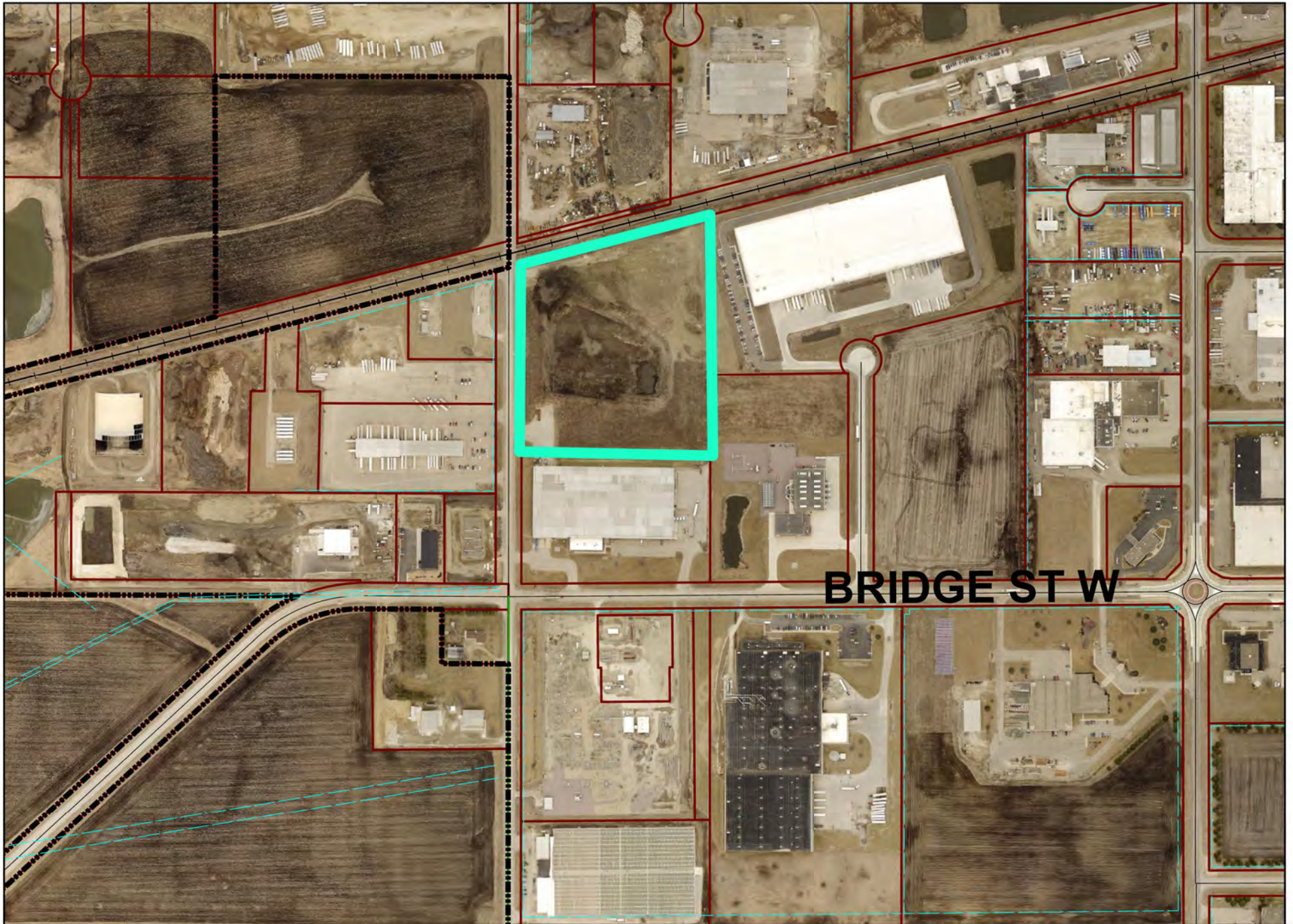
- 1) No permanent obstructions may be allowed in the electric transmission line easements. Aggregate like along east side of property is allowed as long as pile can be moved should access to the electric transmission line be needed. Any obstructions in the electric transmission line easement must maintain a 30ft clearance to any part, vertically or horizontally, of the electric transmission line.
- 2) All permits shall be issued by the City of Owatonna prior to work commencing for that item.

Planning Commission:

Conditional Use No. CUP-1, which is a request by Cemstone Concrete to allow a 75 foot tall building for the future batch plant to be constructed on the subject property located at 315 32nd Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:35 pm. No comments were made. Public hearing closed at 5:36 pm. Peake clarified that the northern access is the only one now. Kruschke said that is correct. Eickhoff asked what the concern is with the accesses. Kruschke said that the driveways are staggered and there was concern with a trucking terminal across the street. With the need to get this building construction started, they're going to start with the batch plant and address the concerns in the future. Eickhoff asked if the intention is to move all operations from near Cashwise to this location. Alex Olin, Cemstone Concrete said that is correct. A motion was made by Springer-Gasner and seconded by Eickhoff to recommend City Council approval of this conditional use permit to allow for construction of the batch plant building at 75' in total height with the following conditions:

- 1) No permanent obstructions may be allowed in the electric transmission line easements. Aggregate like along east side of property is allowed as long as a pile can be moved should access to the electric transmission line be needed. Any obstructions in the electric transmission line easement must maintain a 30 foot clearance to any part, vertically or horizontally, of the electric transmission line.
- 2) All permits shall be issued by the City of Owatonna prior to work commencing for that item.

All Ayes, motion carried.



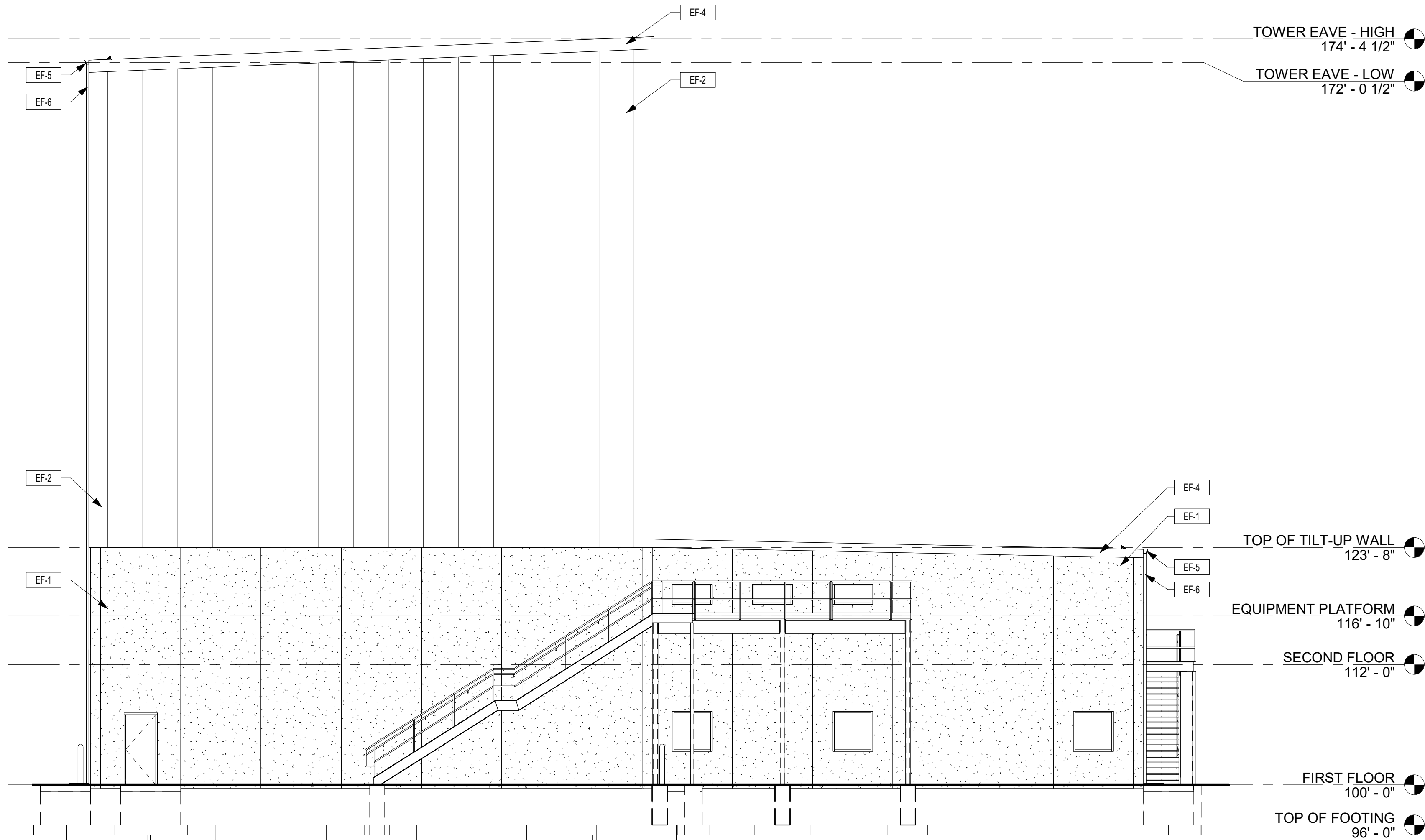
BRIDGE ST W

CUP-1 Cemstone Batch Plant Building Height CUP
315 32nd Avenue NW

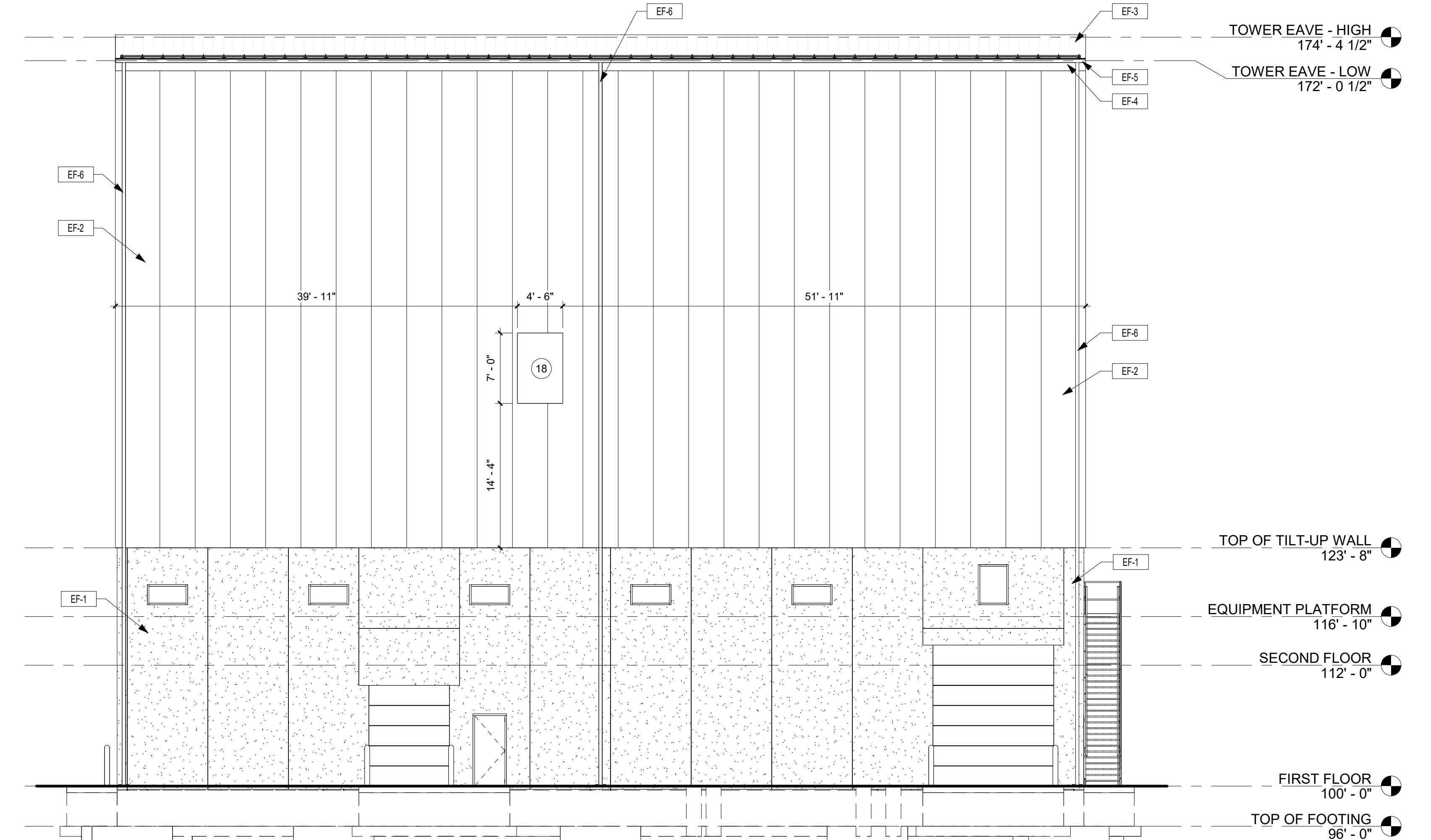


1:6,000

Date: 9/13/2022
Page 76 of 100



1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE						
MARK	MATERIAL TYPE	MANUFACTURER	MODEL / SIZE	COLOR	ADDITIONAL INFORMATION	COMMENTS
EF-1	TILT-UP CONCRETE PANEL	OWNER	OWNER SELECTION	OWNER SELECTION		
EF-2	2 1/2" IMP	BUTLER	STYLWALL II	OWNER SELECTION		
EF-3	STANDING SEAM METAL ROOF	BUTLER	MR-24 CONVENTIONAL ROOF SYSTEM	OWNER SELECTION		
EF-4	PREFINISHED METAL TRIM	BUTLER	MR-24 CONVENTIONAL ROOF SYSTEM	OWNER SELECTION		
EF-5	PREFINISHED METAL GUTTER	BUTLER	BY PEMB MANUFACTURER	OWNER SELECTION		
EF-6	PREFINISHED METAL DOWNSPOUT	BUTLER	BY PEMB MANUFACTURER	OWNER SELECTION		

SHEET NOTES

A. ALL EXPOSED EXTERIOR STEEL TO BE HOT DIPPED GALVANIZED.

KEYNOTE LEGEND

18 OPENING FOR CONVEYOR, VERIFY FINAL SIZE AND LOCATION WITH EQUIPMENT SUPPLIER



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

DATE LIC. NO.

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

ALYSSA F. CAMPBELL

DATE 07/27/22 LIC. NO. 49026

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PROJECT

CEMSTONE
COMPANIES

CONCRETE BATCH
PLANT

OWATONNA MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

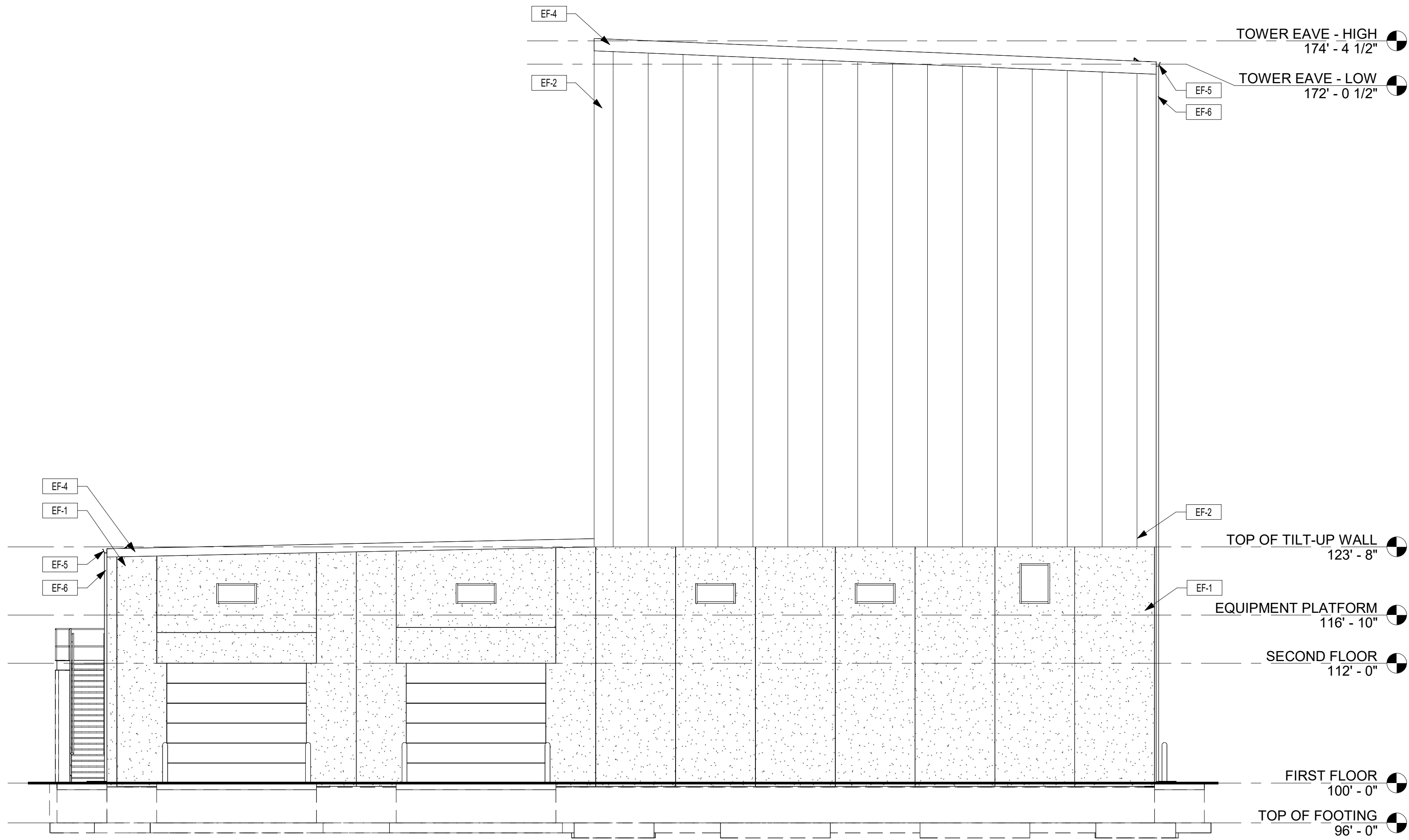
PROJECT NO.	20-24637
FILE NAME	24637 Arch R22
DRAWN BY	LPU
DESIGNED BY	AFC
REVIEWED BY	AFC
ORIGINAL ISSUE DATE	07/27/22
CLIENT PROJECT NO.	

TITLE

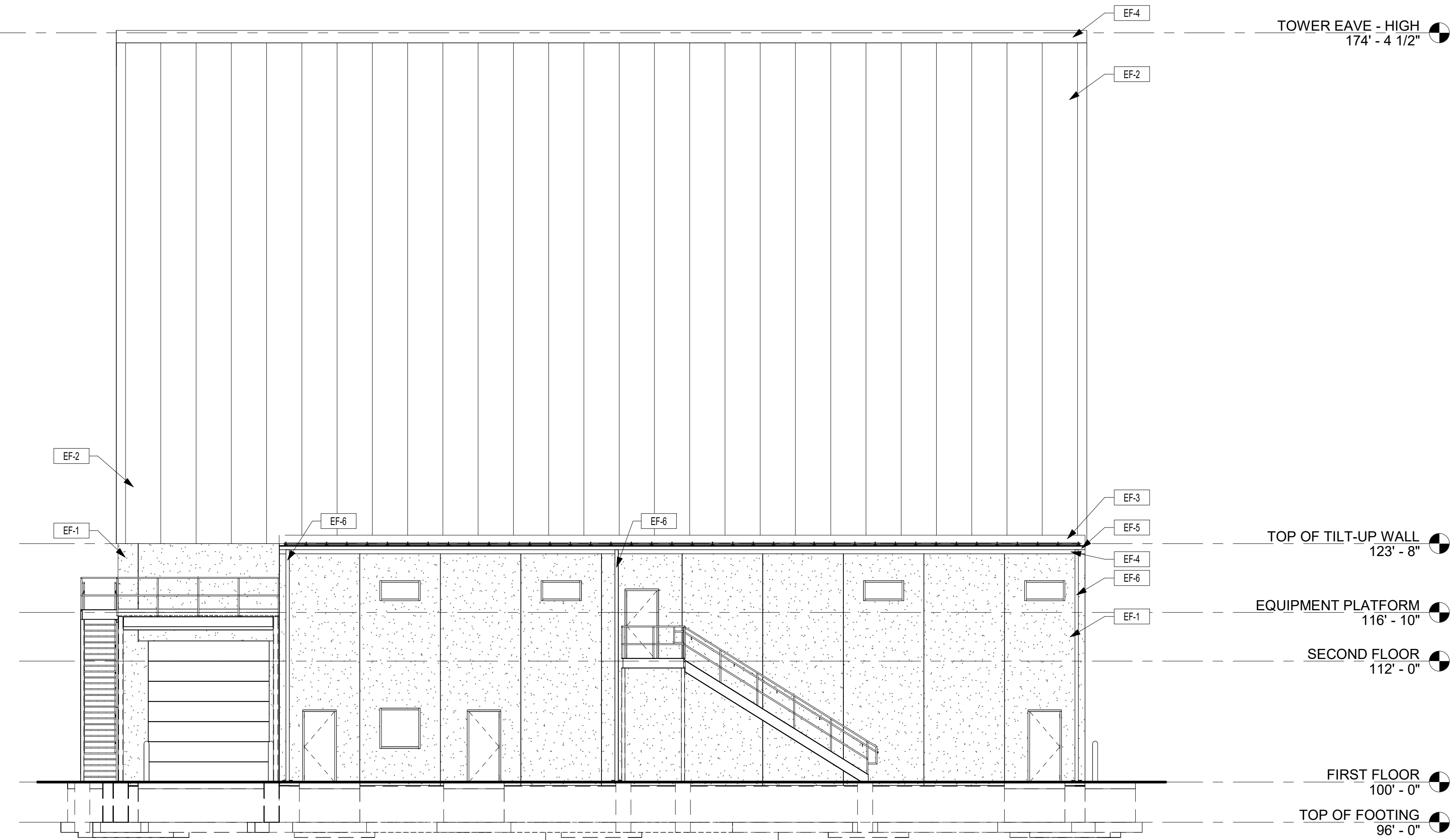
EXTERIOR
ELEVATIONS

SHEET

A2-11



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



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

EXTERIOR FINISH SCHEDULE						
MARK	MATERIAL TYPE	MANUFACTURER	MODEL / SIZE	COLOR	ADDITIONAL INFORMATION	COMMENTS
EF-1	TILT-UP CONCRETE PANEL	OWNER	OWNER SELECTION	OWNER SELECTION		
EF-2	2 1/2" IMP	BUTLER	STYLWALL II	OWNER SELECTION		
EF-3	STANDING SEAM METAL ROOF	BUTLER	MR-24 CONVENTIONAL ROOF SYSTEM	OWNER SELECTION		
EF-4	PREFINISHED METAL TRIM	BUTLER	MR-24 CONVENTIONAL ROOF SYSTEM	OWNER SELECTION		
EF-5	PREFINISHED METAL GUTTER	BUTLER	BY PEMB MANUFACTURER	OWNER SELECTION		
EF-6	PREFINISHED METAL DOWNSPOUT	BUTLER	BY PEMB MANUFACTURER	OWNER SELECTION		

SHEET NOTES

A. ALL EXPOSED EXTERIOR STEEL TO BE HOT DIPPED GALVANIZED.



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DATE _____ LIC. NO. _____

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ALYSSA F. CAMPBELL

DATE 07/27/22 LIC. NO. 49026

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PROJECT

**CEMSTONE
COMPANIES**

**CONCRETE BATCH
PLANT**

OWATONNA MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

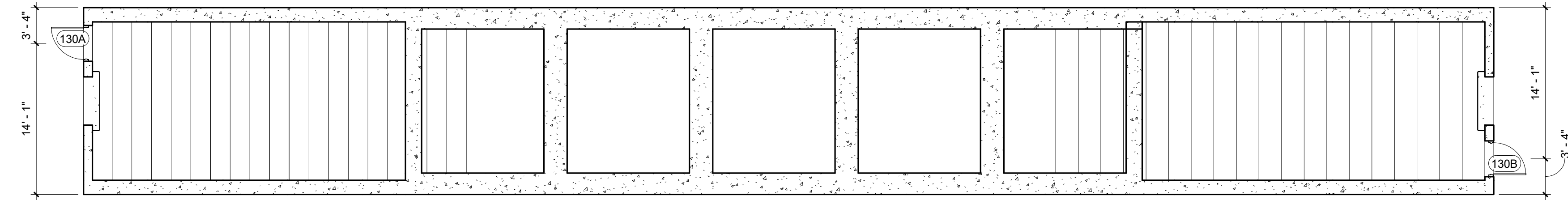
PROJECT NO.	20-24637
FILE NAME	24637 Arch R22
DRAWN BY	LPU
DESIGNED BY	AFC
REVIEWED BY	AFC
ORIGINAL ISSUE DATE	07/27/22
CLIENT PROJECT NO.	

TITLE

**EXTERIOR
ELEVATIONS**

SHEET

A2-12



2 FIRST FLOOR PLAN - HOPPER PIT
1/8" = 1'-0"

SHEET NOTES

- A. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE M8, UNLESS OTHERWISE NOTED.
B. ALL EXPOSED EXTERIOR STEEL TO BE HOT DIPPED GALVANIZED.

KEYNOTE LEGEND

- 1 BOLLARD, TYPICAL. REFER TO STRUCTURAL DOCUMENTS
7 WORK SURFACE, BY OWNER
8 UTILITY SINK, COORDINATE WITH PLUMBING CONTRACTOR
9 TRENCH DRAIN, REFER TO STRUCTURAL DOCUMENTS
10 SUMP PIT, REFER TO STRUCTURAL DOCUMENTS
11 LADDER, REFER TO STRUCTURAL DOCUMENTS

ISG



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ALYSSA F. CAMPBELL

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PROJECT

CEMSTONE
COMPANIES

CONCRETE BATCH
PLANT

OWATONNA MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

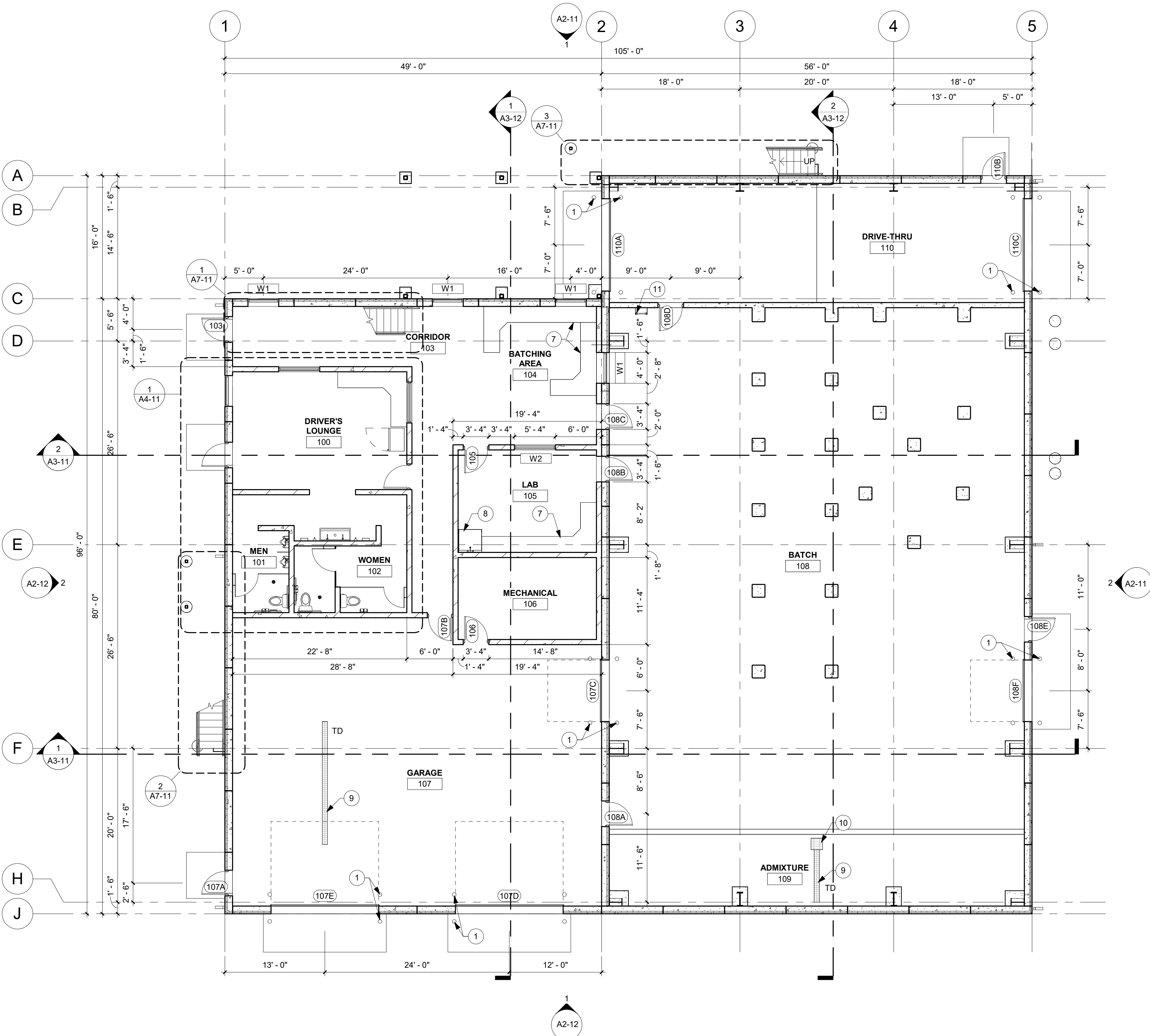
PROJECT NO. 20-24637
FILE NAME 24637 Arch R22
DRAWN BY LPU
DESIGNED BY AFC
REVIEWED BY AFC
ORIGINAL ISSUE DATE 07/27/22
CLIENT PROJECT NO.

TITLE

FIRST FLOOR
PLAN

SHEET

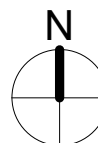
A1-21

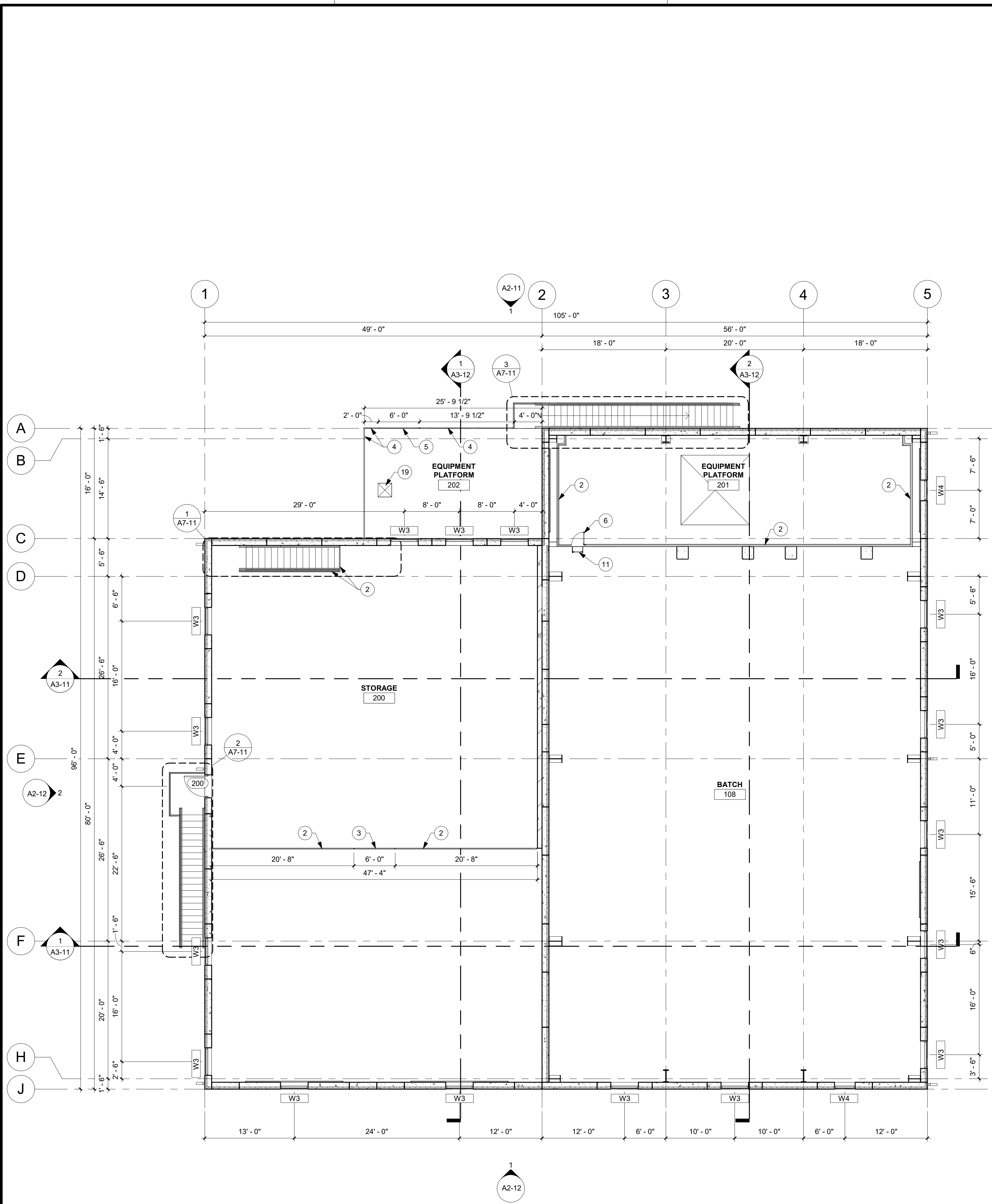


1 FIRST FLOOR PLAN
1/8" = 1'-0"

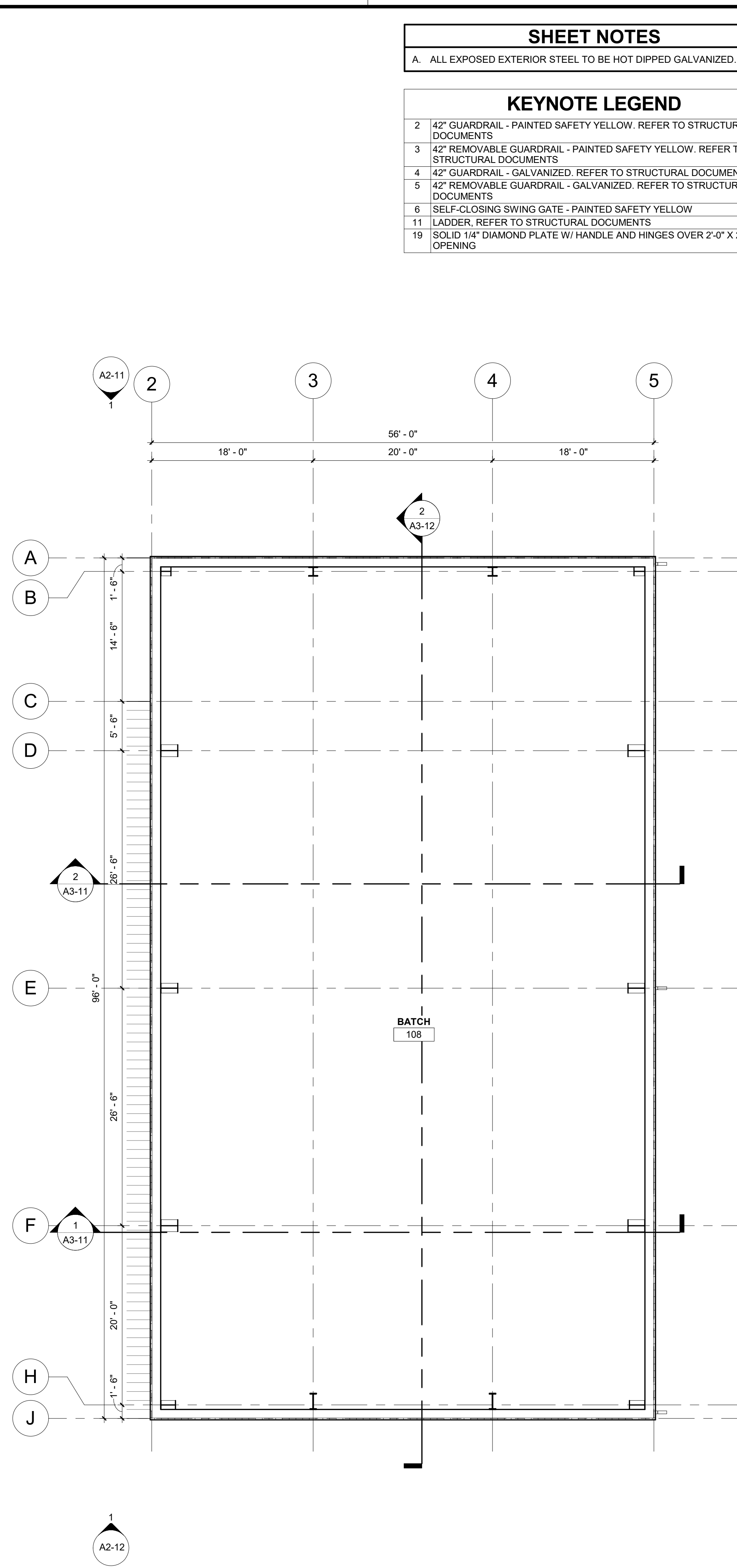


7/27/2022 2:12:36 PM





1 SECOND FLOOR PLAN
1/8" = 1'-0"



2 TOWER PLAN
1/8" = 1'-0"

SHEET NOTES

A. ALL EXPOSED EXTERIOR STEEL TO BE HOT DIPPED GALVANIZED.

KEYNOTE LEGEND

- 2 42" GUARDRAIL - PAINTED SAFETY YELLOW. REFER TO STRUCTURAL DOCUMENTS
- 3 42" REMOVABLE GUARDRAIL - PAINTED SAFETY YELLOW. REFER TO STRUCTURAL DOCUMENTS
- 4 42" GUARDRAIL - GALVANIZED. REFER TO STRUCTURAL DOCUMENTS
- 5 42" REMOVABLE GUARDRAIL - GALVANIZED. REFER TO STRUCTURAL DOCUMENTS
- 6 SELF-CLOSING SWING GATE - PAINTED SAFETY YELLOW
- 11 LADDER, REFER TO STRUCTURAL DOCUMENTS
- 19 SOLID 1/4" DIAMOND PLATE W/ HANDLE AND HINGES OVER 2'-0" X 2'-0" OPENING



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DATE 07/27/22 LIC. NO. 49026

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ALYSSA F. CAMPBELL

DATE 07/27/22 LIC. NO. 49026

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PROJECT

**CEMSTONE
COMPANIES**

**CONCRETE BATCH
PLANT**

OWATONNA MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 20-24637

FILE NAME 24637 Arch R22

DRAWN BY LPU

DESIGNED BY AFC

REVIEWED BY AFC

ORIGINAL ISSUE DATE 07/27/22

CLIENT PROJECT NO.

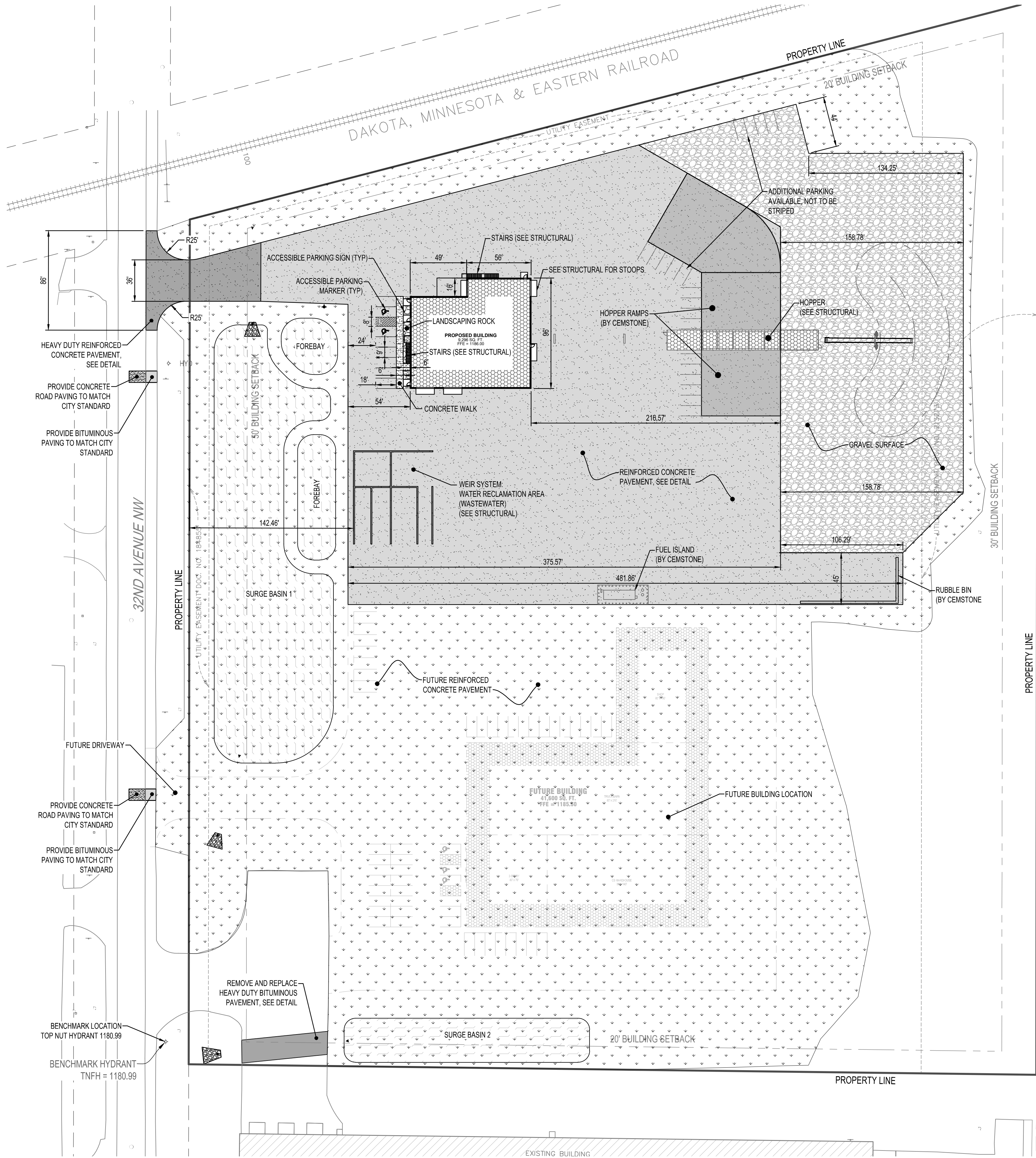
TITLE

**SECOND FLOOR
PLAN**

SHEET

A1-22





PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	REINFORCED CONCRETE PAVEMENT
	HEAVY DUTY REINFORCED CONCRETE PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE WALK
	GRAVEL SURFACE

GENERAL NOTE:
1. ALL PARKING STALL STRIPING SHALL NOT BE LESS THAN 4" WIDE.

TURF RESTORATION LEGEND				
SYMBOL	ITEM NO.	DESCRIPTION	UNITS	QUANTITY
	2575.505	MnDOT SEED, MIX 25-141 (GENERAL ROADSIDE)	AC	6.54
THE QUANTITIES SHOWN ARE TOTAL FOR THE ENTIRE PROJECT NOT SPECIFIC TO THIS SHEET. *SHALL MEET MNDOT SPECIFICATION 3876. SEED SHALL BE PLACED IN ACCORDANCE WITH MNDOT 2575. **SOD SHALL MEET MNDOT SPECIFICATION 3878.2A LAWN AND BOULEVARD SOD. SOD SHALL BE PLACED IN ACCORDANCE WITH MNDOT 2575. TEMPORARY EROSION CONTROL MEASURES, INCLUDING PERIMETER CONTROL AND INLET PROTECTION MUST BE MAINTAINED UNTIL FINAL STABILIZATION MEASURES ARE IN PLACE AND APPROVED BY THE OWNERS REPRESENTATIVE. REFER TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR ADDITIONAL INFORMATION.				

GENERAL NOTE:
ALL AREAS DISTURBED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY ANOTHER SURFACE SHALL BE SEEDED AND TURF RE-ESTABLISHED.



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REBECCA A. GUENTHER
Rebecca A. Guenther
DATE: 07/26/22 LIC. NO. 58680

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PROJECT

CEMSTONE COMPANIES

CONCRETE BATCH PLANT

OWATONNA MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

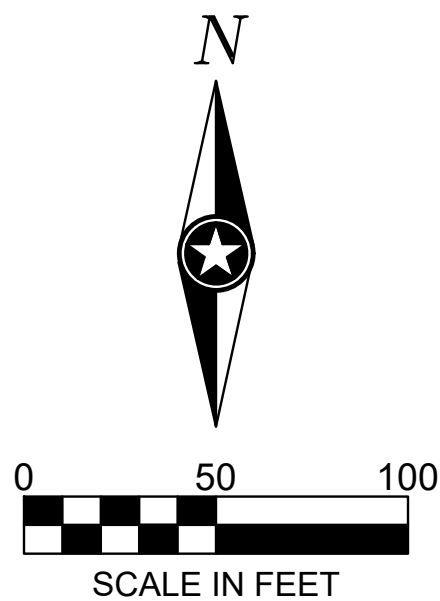
PROJECT NO.	20-24637
FILE NAME	24637 C3-SITE
DRAWN BY	TMK/KJH
DESIGNED BY	BAG
REVIEWED BY	BAG
ORIGINAL ISSUE DATE	07/26/22
CLIENT PROJECT NO.	-

TITLE

PROPOSED SITE PLAN

SHEET

C3-10





RE: CONDITIONAL USE PERMIT NARRATIVE
 CEMSTONE BATCH PLANT – 315 32ND AVENUE NW, OWATONNA, MINNESOTA

Greg,

Thank you for reviewing the attached materials in support of a Conditional Use Permit request being submitted on behalf of Cemstone Companies. The Conditional Use Permit is being requested in accordance with City Code Section § 157.023(J) to allow an increased maximum structure height from 45' to 75'. This height is required to accommodate the new batch plant tower structure which is an integral part of Cemstone's operations.

The request is being made in harmony with the conditions required by Section § 157.099 as outlined below.

(1) General. If the establishment or operation of the proposed conditional use will be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The requested conditional use permit for the proposed height increase is allowed by City Code Section § 157.023(J). The proposed project is located within an existing industrial park and in the proximity of other structures greater than 75' in height. Based on these considerations, the proposed conditional use will not adversely affect existing conditions or endanger public health, safety, morals, comfort or general welfare.

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

The proposed site is located within an existing industrial park where existing properties contain structures of varying heights, including a wind turbine. The proposed 75' tall batch plant structure will not be the tallest structure in the vicinity. Similar industrial uses are present on adjacent parcels such as a truck and diesel service, freight company, various manufacturing operations, the Owatonna Energy Station, and Steele-Waseca Co-Op Electric as well as the Owatonna Compost Facility a short distance away.

The architecture of the proposed new structure will be tilt-up concrete panels with a standing seam metal roof, which is comparable to the exterior materials of facilities on nearby parcels as well. Given the similarities between the industrial uses within this park, the proposed use is compatible and should not create any conflicts with existing and intended uses within the surrounding area.

(3) Traffic control. The traffic generated by a use shall be channelized and controlled in a manner that will avoid congestion on public streets, safety hazards or excessive traffic through residential areas. The traffic generated shall not raise traffic volumes beyond the capacity of the surrounding streets. Vehicular access points shall be limited, shall create a minimum of conflict with through traffic movements and shall be subject to the approval of the City Engineer. Vehicular drive up ingress lanes shall be large enough to accommodate peak auto use on the same lot without requiring the

stopping or waiting of vehicles on public right-of-way. Ingress lanes shall be from the least heavily traveled street wherever possible.

The existing industrial park was designed to accommodate the truck traffic of existing and future industrial users. Therefore, even during peak use, the new batch plant should not negatively impact existing traffic levels beyond the capacity of the surrounding streets as they were pre-planned for the corresponding industrial uses and traffic volume.

Access is planned from NW 32nd Avenue which is one of the primary streets serving the industrial park and the least heavily traveled by the general public. The site is not adjacent to any residential uses and is therefore not expected to create congestion on public streets, safety hazards, or excessive traffic through residential areas.

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

The site was purchased by Cemstone from the City as a "shovel ready" site designed with the appropriate considerations for access, drainage, and utilities as well as availability of essential public safety support. The utilities and transportation network serving the site and existing industrial park were designed with the capacity to accommodate multiple industrial users as would typically be found within an industrial park setting of this nature. The site is also served by appropriate power utilities with the Owatonna Energy Station and Steel-Waseca Co-Op Electric facilities nearby.

Thank you again for reviewing this information and the attached materials in support of this request. As a longtime industrial resident of the Owatonna area, Cemstone looks forward to continuing to work with the City to accommodate their existing business at this new industrial park location.

Please contact me at 952.426.0699 or via email at Stephanie.Merdan@ISGInc.com with any questions or if there is any additional information we can provide in support of this project.

Sincerely,



Stephanie Merdan
Senior Project Coordinator
Stephanie.Merdan@ISGInc.com



Human Resources Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Emily Thamert, Director
SUBJECT: Res 83-22 2023 Life and Long Term Disability Insurance - Accept Proposals and Award Policies

Purpose:

Adopt Resolution No.83-22 to accept the RFP proposals and award policies for the 2023 Life and Long Term Disability Policies.

Background:

The week of August 23, 2022 the City advertised in the local paper that the City of Owatonna was accepting a request for proposals for life and long-term disability insurance. September 7, 2022 was the City's deadline to receive the RFP's for life and long-term disability. National Insurance Services formally bid the life and long-term disability plan in compliance with MN Statute 471.6161 on behalf of the City. The RFP's that were received and accepted were compared and analyzed.

It is recommended that the City stay with their current life insurance carrier, Minnesota Life. Minnesota Life is offering a 3-year rate guarantee and an overall 28% increase.

It is recommended that the City stay with their current long-term disability carrier, Madison National. Madison National is offering a 3-year rate guarantee and no change to current rates.

Budget Impact:

The budget impact is an estimated \$440 increase for active employee life insurance coverage.

Staff Recommendation:

Adopt Resolution No. 83-22.

Attachments:

1. Res 83-22 2023 Life & LT Disability Insurance Proposals-Contracts

RESOLUTION NO. 83-22

A RESOLUTION ACCEPTING RFP PROPOSALS AND AWARDING POLICIES

WHEREAS, pursuant to an Advertisement for Request for Proposals for the 2023 Life and Long Term Disability Insurance contracts we received, opened, and tabulated according to law, and the following RFP's were received complying with the advertisement:

Bids were received up to September 7, 2022. The following companies submitted RFP's:

City of Owatonna - Life, LTD - Proposals Received		
Carriers	Proposals Received	Comments
Hartford	No	Unable to provide a competitive quote
Minnesota Life	Yes	Life Only proposed
Kansas City Life	Yes	LTD proposed, Unable to provide a competitive quote for Life
Madison National	Yes	Life proposed and LTD proposed through the Municipal Pool
Standard	No	No Response

and,

WHEREAS, it appears that MN Life Insurance Company is the lowest responsible RFP received for Life Insurance with an increase of 28%.

WHEREAS, it appears that Madison National is the responsible RFP received for Long Term Disability with no increase to existing rates.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with MN Life Insurance and Madison National in the name of the City of Owatonna for the 2023 Life and Long Term Disability insurance policies according to the policies therefore approved by the City Council and on file in the office of the City Clerk.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Miscellaneous



Administration Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Tobacco and 3.2% Malt Liquor Licenses - Holiday Stationstore #2746519

Purpose:

Council authorization to issue a Tobacco License and an Off Sale 3.2% Malt Liquor License for operation at the new Holiday stationstore at 330 W North Street.

Background:

Construction is almost complete on the new Holiday stationstore; they hope to open November 10, 2022. Applications were received for the sale of tobacco products and a 3.2% malt liquor with the appropriate fees and insurance documentation. The applications were reviewed at the LEC and they have no objection to issuance of these licenses; background verification was confirmed during our annual licensing process. The new licenses will become effective upon issuance of the Certificate of Occupancy and be in place for the remainder of the current licensing periods.

Budget Impact:

Tobacco License - \$87.50 (\$50 application fee and 3 months license at \$12.50/month)
3.2% Malt Liquor Off-Sale License - \$150.00 (\$50 application fee and \$100 annual fee - this fee is not eligible to prorate)

Staff Recommendation:

Staff recommends approval of these license applications.

Attachments:

None



Administration Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Tree Trimmers License - David Schroht for Tree Masters, LLC

Purpose:

Council approval of application for a new Tree Trimmer's License received from David Schroht to do business as Tree Masters, LLC..

Background:

City Code considers it "unlawful for any person to cut, trim, prune, remove, spray or otherwise treat trees, shrubs or vines which are located on or extend over any public street, boulevard, park or other public place, for another, without a license therefor."

This license will be effective immediately to expire at the end of the current licensing period to end on March 31, 2023.

Completed application, payment of the permit fee and insurance information has been received. Background verification complete and Chief Mundale has no objections to issuance of this Tree Trimmers License.

Budget Impact:

Annual fee for a Tree Trimmer's License is \$50.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



Public Works Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: 2021 Bridge Street Project - Change Order #6

Purpose:

To receive council approval for Change Order No. 6 for the 2021 Bridge Street Project.

Background:

Liquidated Damages will not be pursued for substantial completion as most delayed work was due to material availability (light poles, signals). Due to this, the Engineer has determined the contract needs to be revised in accordance with specification 1402.1 Alteration of Work - Specification Change. This Change Order is required as part of the Federal Aid process.

Budget Impact:

There are no budget impact or timeline impacts.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 153-109-014 Change Order 6 - LDs Waived - Contractor Signed

CHANGE ORDER NO. LEVEL 2

Page 1 of 2

CONTRACTOR: BCM Construction, Inc.		FEDERAL PROJECT NO. STPF 7420(168)	STATE PROJECT NO. SP 153-109-014
ADDRESS:	LOCATION OF WORK Entire Project		
This Contract uses MnDOT Standard Specifications for Construction 2018 Edition			

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation, and Contractor as follows:

Issue:

The City will waive Liquidated Damages in accordance with 1807.2 and Special Provision S-30.1.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work - Specification Change.

Resolution:

1. This document does not change Contract Time.

ESTIMATE OF COST

ITEM NO.	ITEM	UNIT	UNIT PRICE		QUANTITY	AMOUNT	CAT/ PROJ
DECREASE							
	N/A			*	N/A	N/A	
	Subtotal for Decrease					\$0	
INCREASE							
	N/A				N/A	N/A	
	Subtotal for Increase					\$0	
				Net Change		\$0	

* Denotes Contract Unit Price

CHANGE ORDER NO. LEVEL 2

Page 2 of 2

	Signature	Date
Project Engineer		
Contractor		9/14/2022
Commissioner of Transportation Pursuant to Delegation		
Commissioner of Administration Pursuant to Delegation		
Consultant Contract Administration (Recommendation for approval)		08/22/2022
Local Agency (if funded wholly or in part by Local Agency funds)		

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable.)

- ☐ Plans (Specify plan sheets attached)
☐ Specifications (Specify Specifications attached)
☐ Other _____



Community Development Department

DATE: October 4, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Amending and Assigning Purchase Agreement with KAMP Automation / KAB Properties LLC

Purpose:

Approve the amendment and assignment of the Purchase Agreement with KAMP Automation / KAB Properties LLC.

Background:

The City entered into a purchase agreement with KAMP Automation for Lot 4, Block 1, Ebeling Addition on April 18, 2022. This agreement allowed for 6 months of due diligence to close on the property by October 15, 2022. Due to contractor timing, supply chain and numerous other items the company is not planning on starting construction until Spring of 2023. In order to make things easier they would like to close on the property and keep all of the accounting for this project in 2023. They are requesting to amend the agreement to close by February 1, 2023.

In addition to the extension, KAMP has created an LLC that will own the property. The City Attorney as well as the applicant's attorney are requesting that the agreement be assigned from KAMP Automation LLC to KAB Properties LLC, as that is who will be purchasing the property and will hold all of the development and business subsidy agreements.

Budget Impact:

None directly with this agreement. The City will be compensated \$155,073.60 for the land upon closing.

Staff Recommendation:

Staff is recommending approval of the amendment and assigning of the purchase agreement with KAMP Automation / KAB Properties LLC.

Attachments:

1. 74891928-v2-First Amendment and Assignment of Purchase Agreement
2. KAMP Executed PA

FIRST AMENDMENT AND ASSIGNMENT OF PURCHASE AGREEMENT

THIS FIRST AMENDMENT AND ASSIGNMENT OF PURCHASE AGREEMENT (“**Amendment**”) is made as of September 22, 2022 (the “**Effective Date**”), by and between City of Owatonna, a Minnesota municipal corporation (“**Seller**”), KAMP Automation, LLC, a Minnesota limited liability company (“**Buyer**”) and KAB Properties, LLC, a Minnesota limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated April 15, 2022, (the “**Purchase Agreement**”) for the purchase of real estate legally described as Lot 4, Block 1, Ebeling Farm Addition No. 3.

WHEREAS, Seller and Buyer desire to amend certain terms of the Purchase Agreement.

WHEREAS, Buyer desires to assign the Purchase Agreement.

WHEREAS, Assignee desires to assume the obligations of Buyer under the Purchase Agreement.

WHEREAS, unless otherwise defined herein, capitalized terms shall have the same meaning ascribed as set forth in the Purchase Agreement.

In consideration of the terms and conditions of this Amendment, Seller, Buyer and Assignee agree as follows:

A. **Assignment of Purchase Agreement.** Buyer hereby assigns all of its rights, title and interest in the Purchase Agreement to Assignee, and Assignee assumes the rights, title and interest in the Purchase Agreement from Buyer. Seller consents to this assignment of the Purchase Agreement.

B. **Closing.** The Closing Date, as provided in Section 2, is amended to February 1, 2023.

C. Except as otherwise amended herein, the Purchase Agreement shall remain in full force and effect.

D. This Amendment may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a document signed and transmitted by scan and attachment to an e-mail transmission or other electronic signature (i.e. DocuSign) shall be treated as an original document. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[Signature Page Follows]

Signature Page
to
First Amendment and Assignment of Purchase Agreement

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the day and year first above written.

SELLER:

City of Owatonna

By: _____
Name: Thomas A. Kuntz
Title: Mayor

By: _____
Name: Kris M. Busse
Its: City Administrator

BUYER:

KAMP Automation, LLC,

By: _____
Name: Kent Patterson
Title: President

ASSIGNEE:

KAB Properties, LLC

By: _____
Name: Kent Patterson
Its: Chief Manager

Exhibit A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is entered into as of this 15th day of April 2022, by and between CITY OF OWATONNA, MINNESOTA, A MINNESOTA MUNICIPAL CORPORATION, ("**Seller**") and KAMP AUTOMATION, LLC, WASECA MINNESOTA, A MINNESOTA LIMITED LIABILITY COMPANY, ("**Buyer**"). As used in this Agreement, the "**Effective Date**" shall be the date on which this Agreement is executed by the later of Buyer or Seller.

RECITALS

WHEREAS, Seller is the fee owner of a parcel of land situated in the City of Owatonna, Steele County, Minnesota to be legally described as:

Lot 4, Block 1, Ebeling Farm Addition No. 3

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller is willing to sell the Property to Buyer, upon the following terms and conditions:

1. **Purchase Price** The price for which Seller shall sell, convey, and assign the Property to Buyer, and which Buyer shall pay to Seller, is \$ 155,073.60 for the Property (the "**Purchase Price**"), to be paid in cash or cash equivalents (Tax Increment Financing).
2. **Closing**. Provided this Agreement has not been earlier terminated pursuant to the provisions below and subject to the provisions of paragraph 5 below, the closing (the "**Closing**") of the sale of the Property by Seller to Buyer shall occur on or before 180 days of the Effective Date, unless the parties mutually agree to a different date in writing (the "**Closing Date**"), in the offices of the Title Company.
3. **Contingencies**. Buyer's obligation to purchase the Property is contingent upon satisfaction or waiver by Buyer of each of the following conditions on or before the date that is 180 days following the Effective Date (the "**Inspection Period**"), each as determined by Buyer in its sole and absolute discretion:
 - a. **Seller Documents** - Within 30 days after the Effective Date, Seller shall, at its expense, deliver to Buyer true, correct, and complete copies of any and all environmental reports, surveys, soil studies, plans, specifications and engineering plans to the extent the same are in Seller's possession. The documents described in this paragraph are herein collectively called the "**Documents**", and the information contained in the Documents is herein collectively called the "**Information**".

- b. **Property Condition.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer being satisfied with its investigation of the Property. To that end Seller agrees that Buyer and Buyer's authorized contractors, agents and employees shall be entitled to enter upon the Property at any time for the purpose of making such reasonable, nondestructive investigations, studies and tests, including, without limitation, surveys and engineering studies, as Buyer deems necessary or advisable; including a Phase I Environmental Site Assessment with Seller's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Buyer shall promptly repair any damage to the property or improvements thereon caused by Buyer or his agents, contractors, or consultants.
- c. **Utilities.** Seller recording the Plat and providing evidence that the sewer line has been extended to the Property and that all utilities (water, gas and electric) are available for hookup at the Property.
- d. **State Incentives.** Buyer is seeking State of Minnesota incentives to help fund the project. Project is contingent upon this funding.
- e. **Tax Increment Financing (TIF).** Buyer is seeking TIF incentives from the City of Owatonna to help fund the project. Project is contingent upon this funding.
- f. **Project Cost.** Buyer has estimates of construction costs and is seeking actual bid costs within the next 60 days. Project is contingent upon meeting the cost targets laid out by the Buyer.

If any of the contingencies listed above are not satisfied within the Inspection Period, and if within (30) days following the Inspection Period, Buyer gives written notice to Seller that Buyer is terminating this Agreement because of the failure of any one or more such contingencies, then upon the giving of such notice this Agreement shall be terminated and both parties agree to sign a Cancellation of Purchase Agreement, and neither party shall have any further obligation to the other. In the absence of such notice and termination, each and every said contingency shall be deemed waived by Buyer.

4. **Title.** Title examination shall be conducted as follows:

- a) **Seller's Title Evidence.** Promptly after the Effective Date, Seller shall cause to be ordered a current title commitment ("***Title Commitment***") for an ALTA Owner's Policy of Title Insurance ("***Title Policy***") committing to insure marketable title to the Real Property in Buyer, subject only to the Permitted Encumbrances, in the amount of the Purchase Price and issued by the Title Company.

- b) Buyer's Objections. Buyer shall be allowed thirty (30) days after receipt of the Title Commitment for examination of title and the making of any objections thereto. Buyer shall notify Seller in writing of any matters which render title to the Property in Seller as being unmarketable ("**Objections**"). Buyer's failure to make Objections within the applicable time period will constitute a waiver of Buyer's right to make Objections. Buyer will be deemed to have automatically made Objections to any mortgage, judgment, tax lien, mechanic's lien and any other monetary lien against the Property, other than real estate taxes and assessments (collectively "**Monetary Liens**"). Any items disclosed by the Title Commitment or the Survey and not objected to by Buyer shall be a "**Permitted Encumbrance**" hereunder.
- c) Cure Period. Seller shall advise Buyer in writing ("**Seller's Cure Notice**") within 30 days after Buyer delivers written notice of any Objections, which of the Objections Seller is willing to cure ("**Seller Cure Items**"). If Seller fails to deliver Seller's Cure Notice within such 30-day period, all Objections will be deemed to be Seller Cure Items. At Seller's sole cost and expense, Seller shall use best efforts to correct, remove or otherwise cure the Seller Cure Items within 60 days after delivery or deemed waiver of Seller's Cure Notice (the "**Cure Period**") and the Closing will be postponed as necessary. Seller may pay Monetary Liens out of proceeds from Closing on the Closing Date if they are not satisfied prior thereto. If any Seller Cure Items remain uncured at the end of the Cure Period, Buyer may elect one or more of the following options by providing written notice thereof to Seller and to the Title Company:
- i. Terminate this Agreement within 10 days after the expiration of the Cure Period. Upon receipt of such notice from Buyer, neither Seller nor Buyer shall have any further rights or obligations under this Agreement (except for any obligations that expressly survive the termination of this Agreement); or
 - ii. Waive such uncured Seller Cure Items and/or other Objections and close the transaction contemplated by this Agreement as if such Objections had not been made, and the title matters related to such uncured Seller Cure Items and/or Objections will be deemed Permitted Encumbrances.
- d) New Title Matters. If any matters which render title to the Property in Seller as being unmarketable are discovered by or reported to Buyer on or prior to the Closing Date which are not shown on the Title Commitment or the Survey, or which were created or came into existence on or after the date of delivery of the Title Commitment or the Survey, Buyer shall notify Seller in writing of any additional Objections to such title defects as soon as reasonably possible. Seller may then either (A) cure such Objections prior

to Closing; or (B) decline to cure such Objection. If Seller declines to cure such Objection, it shall so notify Buyer within five business days of notice from Buyer. Thereafter, Buyer may (x) waive such Objection and proceed to Closing or (y) terminate this Agreement. Nothing in this paragraph shall abridge or limit Seller's or Buyer's termination rights or remedies for Seller's default under this Agreement.

5. **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of ☐ Buyer ☒ Seller ☐ Both Parties. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.
- a. Upon completion of the Closing, Seller shall deliver to Buyer possession of the Property.
6. **Seller Representations.** Seller represents and warrants to Buyer as follows:
- a. There is no litigation or proceeding pending or, to Seller's knowledge, threatened against or relating to the Property or any part thereof.
- b. Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Property or any part thereof.
- c. Seller represents and warrants that they have received no notice of the commencement by third parties of any proceedings, which would affect the present zoning classification of the Property.
- d. Seller represents that Seller is unaware of any hazardous substances or petroleum products having been placed, stored or released from or on the Property by any person in violation of any law, nor of any underground storage tanks having been located on the property at time.

The above representations and warranties shall survive the Closing.

7. **Termination.** In the event this Agreement is terminated, as provided in this Agreement, absent of default, with all parties being relieved of their obligations as set forth herein.
8. **Notices.** Any notice required or permitted to be given hereunder will be properly given in accordance with this Agreement, if in writing and (a) delivered by hand, (b) sent by recognized overnight courier (such as Federal Express),

(c) sent via email, or (d) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as set forth herein:

City of Owatonna
Attn: Kris M. Busse
540 West Hills Circle
Owatonna, MN 55060
Phone: 507-774-7340

kris.busse@ci.owatonna.mn.us

Kamp Automation, LLC
Attn: Kent Patterson
280 University Drive SW
Waseca, MN 56093
Phone: 612-460-0983

kent.patterson@kampautomation.com

9. **Seller's Indemnification.** Buyer acknowledges that it is purchasing the Property "AS IS, WHERE IS, with all faults" with no right of set-off or reduction in the purchase price, and that such sale shall be without representation or warranty of any kind, except as provided in this Agreement, express or implied, including, without limitation, warranty as to the condition of the Property or improvements thereon including the environmental condition, warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Seller does hereby disclaim and renounce any such representation or warranty. Except for any representations and warranties expressly made by Seller in this agreement, Buyer specifically acknowledges that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, Seller's agents, or brokers as to any matter concerning the property and that except as set forth herein, Buyer is relying entirely on its own inspections and other due diligence activity.
10. **Stormwater Management.** Buyer agrees to abide by all Federal, State, and local statutes, ordinances, regulations, and rules pertaining to stormwater management and agrees to be solely responsible for constructing and maintaining all stormwater facilities required on the Real Property.
11. **Dispute Resolution.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.
- a. **Mediation.** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.
- b. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

12. **City Council Approval.** This agreement is subject to the approval of the City Council of the City of Owatonna

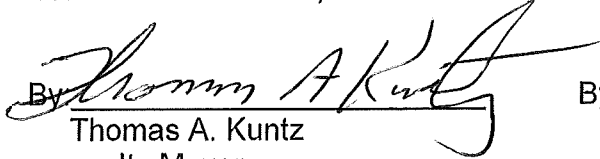
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SELLER:

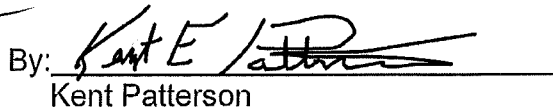
BUYER:

CITY OF OWATONA, MINNESOTA

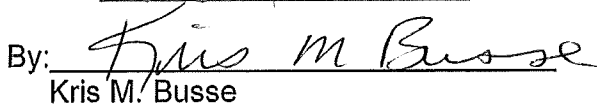
KAMP AUTOMATION, LLC

By: 
Thomas A. Kuntz
Its Mayor

Email: mayor@ci.owatonna.mn.us

By: 
Kent Patterson
Its President & CEO

Email: kent.patterson@kampautomation.com

By: 
Kris M. Busse
Its City Administrator

Email: Kris.Busse@ci.owatonna.mn.us

Date: 4/19/2022

Date: 4-18-2022