



CITY COUNCIL MEETING
Tuesday, July 1, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Svenby, Voss, Dotson,
Burbank, Boeke, McCann, and Raney

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Chambers, Charles S. Crandall Center at City Hall, 540 West Hills Circle with discussions on the Pavement Management Plan and Modern IT. If time permits, there will also be updates on various City Boards and Commissions.

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

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Proclamation - Rainbowatonna Pride Day - July 12, 2025

1.2.2. New Member Recommendations: Rebecca Rand to HRA
James Joachim to Planning Commission

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – June 17, 2025

2.2. Board / Commission Minutes

2.2.1. Planning Commission Minutes - June 24, 2025

2.2.2. HRA Board Minutes - June 23, 2025

2.2.3. EDA Minutes - June 18, 2025

2.3. Department Reports:

2.3.1. Weed/Nuisance Inspection Report - June 24, 2025

2.4. Licenses/Permits

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

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

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

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

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

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

2.4.7. Temporary Liquor Permit - MSB - July 24, 2025

2.5. Miscellaneous

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

2.5.2. Private Storm Sewer Agreement - Precision Built Homes

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

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

3.2.1.1. Summary Publication - Ordinance 1675: Permits for Use of Designated Park Areas

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

3.3. Resolutions:

3.3.1. Resolution 33-25 Set Owatonna Public Utilities Commissioner Compensation

3.3.2. Resolution 34-25 MnDOT Grant Agreement - Airport Flexwing Mower

3.3.3. Resolution 35-25 Wastewater Treatment Agreement - City of Medford

3.4. Miscellaneous

3.4.1. Professional Services Agreement - Zoning & Subdivision Ordinance Update - Bolton & Menk

3.4.2. Engineering Services Agreement - Sewer Rate Updates - Nero Engineering

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



Mayor's Proclamation

WHEREAS June 2025 marked the 56th annual celebration throughout the United States of Lesbian, Gay, Bisexual, Transgender, Queer, (LGBTQ+) PRIDE Month; and

WHEREAS Pride Month is the positive stance against discrimination and violence toward individuals who identify as lesbian, gay, bisexual, transgender, queer, intersex and asexual (LGBTQ+) and to promote their self-affirmation, dignity, equal rights, increase their visibility as a social group, build community, and celebrate sexual identity, diversity and gender variance; and

WHEREAS the Owatonna City Council includes diversity and inclusion as one of its strategic initiatives; and

WHEREAS LGBTQ+ people have made, and continue to make, great and lasting contributions that continue to strengthen the fabric of American society; and

WHEREAS the LGBTQ+ rights movement has achieved great progress, but there is more work to be done. Youth should feel safe to learn without the fear of harassment, and families and seniors should be allowed to live their lives with dignity and respect; and

WHEREAS celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights; and

WHEREAS during LGBTQ+ Pride Events and everyday, the City of Owatonna calls upon the community to work together to promote equal rights for all, regardless of sexual orientation or gender identity; and

NOW, THEREFORE, I, Matt Jessop, Mayor of the City of Owatonna, do hereby recognize and proclaim **July 12th, 2025** as

RAINBOWATONNA PRIDE DAY

and call upon the people of Owatonna to turn back discrimination and prejudice everywhere it exists.

Dated: _____

Matt Jessop, Mayor

Owatonna City Council Minutes

June 17, 2025

On Tuesday, June 17, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members McCann, Dotson, Svenby, Voss, Burbank, Boeke and Raney; Mayor Jessop; City Attorney Walbran; Community Development Klecker; Finance Director Burns; Fire Chief Hoffman; Library Director Blando; Facilities Manager Louks; IT Technology Specialist Sticken; Communications Manager Sheely; Assistant City Administrator Tuma; City Administrator Busse, Administrative Coordinators Notch and Administrative Coordinator Clawson.

Following roll call, Council President Raney requested a Moment of Silence to reflect on the tragedy this last weekend, the murder of House Speaker Melissa Hortman and her husband Mark as well as the attempted murder of Senator John Hoffman and his wife Yvette. As elected officials, the decisions we make may not be supported or fully understood by some constituents; these incidents have raised concerns about political violence and safety among lawmakers. While public service can be challenging, it should never be dangerous. I also want to recognize the importance of first responders. Let's not ever lose sight of the risks all of our first responders take as part of their pledge to protect others. We also express our thanks to the many people involved in the apprehension of the fugitive.

Council Member Svenby made a motion to approve the Meeting Agenda as presented, Council Member Dotson seconded the motion, and all members voted aye in approval.

House Representative Tom Sexton agreed it was a tragic weekend. There will be a candlelight vigil at the State Capital tomorrow with expectations that thousands will be attending. He commented that he is always available to meet and answer questions. A group from Owatonna came to the capital for the presentation of funds but no municipality received direct funds during this session. Legislators were fighting for LGA Funding for smaller communities and counties. They did not want to pass additional debt to county health programs and funded programs, so no county tax dollars required. They are working to prepare next year's budget with tax dollars to keep up with inflation and not anticipating any new taxes.

Council Member Boeke thanked Representative Sexton for everything he has for Owatonna. Council President Raney agreed with Council Members Boeke's comments and added that we are also very fortunate for assistance from Senator Jasinski.

Consent Agenda Items

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

- Minutes - City Council Meeting - June 3, 2025

- Minutes - Park Board Meeting - June 2, 2025

- Building Inspections Monthly Report - May 2025

- Fire - Monthly Dashboard and Activity Report - May 2025

- Weed/Nuisance Inspection Report - June 11, 2025

- Event Permit - Sip & Shop at Grateful Wine Bar with Harvest by Jane - July 19, 2025

- Event Permit - Movie at River Springs Water Park with Exception to City's Noise Ordinance - July 19, 2025

- Event Permit - Owatonna Area Chamber of Commerce After Hours - July 22, 2025

- Event Permit - Hunter A Frank Memorial Event - September 12, 2025

- Retail Fireworks License - Walmart Tent

- Renew Annual Liquor Licenses

- Renew Annual Charitable Gambling Licenses

 - American Legion Post #77

 - Eagles Aerie# 1791 - Owatonna Elks Lodge #1395

 - Owatonna Knights of Columbus Council

 - VFW Post 3723

- Owatonna Wrestling Association (5 locations) - Just One More, Reggie's

 - Brewhouse, Inside Swing, El Tequila Mexican Restaurant and Train Station Bar & Grill LLC

- Owatonna Youth Hockey Association (5 locations) - Wing's Tavern & Grille,

 - Sparetime Entertainment, Timber Lodge Steak House, Mineral Springs Brewery, and Buffalo Wild Wings

- Steele County Snowmobile Trail Association - The Dog Pound

- Utility Disconnection Agreement - 512 E Main Street Minutes

 - Agreements delaying the disconnection of water and sewer services from the

mains due to the demolition of the dwelling located at 512 Main Street E. The property owner, Myrtle Schrader, has no intention of rebuilding in the near future. There is no budget impact to the city other than staff time. All future responsibilities are the property owners, and the agreement lays out the process. The applicant is responsible for the \$46 recording fee.

T-Hangar Lease Agreement, Sean Walker, Apple Valley, MN 2-year lease for Unit F, Building 1 at \$185.00/month.

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

Finance Report

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

\$ 25,789.34	Cargill Inc - road salt
51,817.00	General Traffic Controls Inc - knockdown 18th St & S Cedar
28,543.00	Legence Subsidiary Holdings LLC
	- Professional service fee - Public Safety Center - May - \$14,065.00
	- Professional service fee - River Springs Water Park - interior pool surface - May - \$10,333.00
	- Professional service fee - Community Center - \$4,145.00
102,729.11	Nero Engineering - WWTF upgrade & expansion project - May 2025
40,000.00	Owatonna Area Chamber of Commerce
	- 1st half Main St contract - \$25,000.00
	- 1st half Econ Development Svces - \$15,000.00
38,721.36	Owatonna Motor Company
	- Ford F350 Ut 25286, CIP ST-14-002 - \$38,053.31
	- Misc parts - \$668.05
767,043.48	Rice Lake Construction Group - WWTP Expansion - pay est #36
<u>210,705.19</u>	<u>Other Expenditures</u>
\$1,265,348.48	Total Expenditures Presented for Approval

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

**First Reading Proposed Ordinance 25-08. Amend Chapter 93 – Health & Sanitation
Nuisances - Permits for Use of Designated Park Areas**

City Attorney Walbran presented Proposed Ordinance 25-08, this proposed ordinance follows two amendments made to our noise ordinances in February. §93.209 entitled "Noise in Public Parks" and Ordinance §95.030 adopting MPCA noise standards as required by statute. The Park and Recreation Department is in charge of the management and operation of all City public parks and recreation facilities. It issues Park Permits for smaller events that do not use public sidewalks, streets, etc., and do not have food vendors. People who wish to hold larger events requiring use of public rights-of-way, barricades, food vendors, etc. will request an Event Permit issued by the City Council.

A City cannot grant exclusive use of a park, but it may issue a permit for the rights to use designated areas such as a pavilion or green space for their event. Council discussed this during the study session prior to the last Council Meeting on June 3, 2025. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion; with a roll call vote, voting aye were Council Members McCann, Svenby, Voss, Dotson, Burbank, Boeke, and Raney; with no nay votes, the motion carried. The second/final reading for this proposed ordinance will be held during the next City Council Meeting on July 1, 2025.

Resolution 31-25 - Authorize Property Purchase and Other Assistance for Affordable Housing

Community Development Director Klecker requested approval of Resolution 31-25 authorizing property purchase and other assistance for affordable housing for Eastgate 2. Five years ago, the city worked with LWO Properties to apply for and receive tax credits for a 36-unit working housing project, Eastgate Apartments on Cherry Street. The city has been working with the same developer on a second project, Eastgate 2, which will be located next to their first project.

Together, we applied for tax credits for their second project for the last two years but were unsuccessful. This year, we will apply for tax credits for a 37-unit workforce housing project. The unsuccessful applications were for a senior housing project and last year, no new construction senior housing projects were awarded tax credits. We feel we will be more successful with a workforce housing project like Eastgate 1.

The proposed city incentives for this project are the same as they were last year. City incentives are needed to make our application competitive for these tax credits.

Like last year's application, the City would convey the property for \$1. The city would also pledge the City's affordable housing aid from 2023 and 2024 towards this project, which amounts to \$266,000 and will look to utilize tax increment financing to assist with this project.

The land was purchased for the purpose of redeveloping the property for housing. The TIF used for Eastgate 1 reimburses the city for the land. The affordable housing aid is funds from the state for creating more affordable housing, which this project does. Tax Increment Financing for this project, which is estimated at \$251,500.00, would assist the developer with development costs related to the site; none of this assistance will affect the city's Operating Budget. Council Member Voss made a motion for approval, Council Member Svenby seconded the motion; all members voted aye for approval.

Resolution 32-25 Intent to Reimburse Expenditures from Proceeds of Bonds

Finance Director Burns presented Resolution 32-25, approving reimbursement of expenditures from future bond proceeds. When the City uses its funds to cover the upfront costs of a project to later reimburse those costs from future tax-exempt bond proceeds, the IRS requires a formal declaration of this intent. A Reimbursement Resolution fulfills this requirement by documenting the city's plan to reimburse itself for eligible expenses once long-term financing is secured. Adopting this Reimbursement Resolution protects the city's ability to recover early project costs and provides flexibility in managing cash flow for capital projects.

Although the Public Safety Center Project is still in the proposed stage, some resources are already being allocated for the scope and design work. If the project progresses, these expenses will be eligible for reimbursement. Council Member Boeke made a motion for approval; Council Member Voss seconded the motion; all members voted aye for approval.

Purchase Property - 1301 South Oak Avenue

Community Development Director Klecker requested approval to purchase property at 1301 South Oak Avenue. In 2012, the city began a project along South Oak Avenue to redevelop the old Hardee's restaurant and Budget Mart gas station. As part of that redevelopment project, the City realigned Barney Street to intersect Oak Avenue at a right angle. That realignment was the first phase of bringing Barney Street to Park

Street. Staff have talked to the owners of property needed to complete that second phase about acquiring property when they are ready. The property owner of 1301 South Oak Avenue contacted staff about a desire to sell the property towards the end of the year.

Staff now have a signed purchase agreement to purchase this property contingent on City Council approval. Staff are also talking to two adjacent property owners about redeveloping this area and possibly bringing Barney Street through to Park Street. The purchase agreement has the closing happening on or before December 1st of this year. The purchase price is \$358,900, which is the assessed value of the property, for an office building and garage on 2 separate parcels. The funds would come from the City's Capital Projects Fund. Council Member Burbank made a motion for approval; Council Member Voss seconded the motion; all members voted aye for approval.

Accept bids to Replace Infrared Unit Heaters at the Mechanic's Shop and Park and Rec Shop

Facilities Director Louks requested Council accept the bid from Faribo Air Conditioning and Heating for the replacement of nine Infrared Unit Heaters. The unit heaters are past their useful life with at least one currently not working. Parts are no longer available for repairs. Two bids were received: Central Heating and Refrigeration-\$39,795 and Faribo Air Conditioning and Heating-\$34,950. The bid is within the approved amount for this CIP project: GB-25-007 of \$35,000. Council Member McCann made a motion for approval; Council Member Svenby seconded the motion; all members voted aye for approval.

City Hall Emergency Generator - Coles Electric

Facility Manager Louks requested Council accept the bid from Coles Electric for the replacement of the emergency generator at City Hall. The City Hall backup generator was installed in 2004 and provides backup power to the critical infrastructure of City Hall and the Art Center. With the addition of the Crandall Center, future expansion of the 3rd floor and the age of the generator, this project is a 2024 scheduled Capital Improvement Project.

ICS scoped the project to determine the coverage needed for the additional space and any service gaps. Four bids were received: Apadana LLC - \$189,677, Coles Electric - \$94,900, Design Electric - \$115,377 and Four Seasons Electric- \$106,588. The project is

within the Capital Improvement Project funds, including the ICS scoping work completed this past winter. The low bid is within the approved GB-23-008 CIP project amount of \$125,000.

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

Tobacco Permit and Off-Sale 3.2% Malt Liquor License – Fast Lane LLC, 590 State Avenue

City Administrator Busse requested approval of applications received for a Tobacco Permit and an Off-Sale 3.2% Malt Liquor License received for Fast Lane LLC. The applications were received from Dpesh Gautam of West Burlington, IA. Fast Lane LLC is preparing to begin operations at the property located at 590 State Avenue, currently a Cassey's Convenience/Gas Station. They hope to be open within the next few days/weeks and preparing for product deliveries. Request the Tobacco License become effective upon approval, and the Liquor Permit will be effective on July 1st, the beginning of the annual liquor license period.

A Background Verification was completed and Chief Mundale has no objection to the issuance of this permit and license. Council Member Dotson made a motion for approval, Council Member McCann seconded the motion, all members voted aye and the motion was approved.

STAFF REPORT

Library Director Blando commented this year is the library's 125th Anniversary. They will offer various celebration events all year, everyone can follow program information on the city's website. Summer programs will include a library seed exchange and an Adult Reading Program. The Summer Kickoff began a few weeks ago when kids picked up their reading logs. They earn credit for books read which can be used to win a free book. He thanked the schools for encouraging participation in the summer reading programs. A board game day and Nintendo Switch Day are being planned. The library's annual book sale will be in the Gainey Room during Gem Days, August 7th-9th. The Gainey Room is an asset in the community and often used. Some new IT equipment was purchased some new equipment for the Gainey Room: projector, screen and a sleek modern podium. The library roof needs some attention and anticipates there will be more damage, the elevator shaft has caused some leakage.

Council Member Voss commented he that he is taking his grandson to see the ventriloquist tomorrow morning at 10:00 a.m. Council President Raney commented that he saw some pictures of last week's animal safari at the library.

PUBLIC COMMENTS

Colin Whalen, 2435 Briarwood PI NE commented a recent accident on W Bridge Street supports his safety concern about the proposed east side corridor project use of 29th Street. The county's definition of a safe road is not really about safety of the property owners. During the accident on Bridge Street, a vehicle was pushed onto the front steps of a home, the home is 25' from the roadway and the speed limit on Bridge Street is 30 miles per hour (MPH). The proposed east side corridor will be 17' from homes and traffic traveling up to 50 mph. I don't want to think what could happen if a similar accident were to happen if the proposed plan is used; ask you to think about this accident when considering the East Side Corridor Project.

Matt Sennott, 2519 Sunny Creek Drive commented that the proposed east side corridor is a proposed \$30 million project that recently received attention of KALL from Rochester. They interviewed the County Engineer in which he expressed concern about truck traffic connecting Shady Avenue and Crestview. We have submitted a Data Request but received response that there were no documents available for our request and the application was closed. All we have is staff recollection of numerous phone calls over the years and comments made during public meetings on the proposed East Side Corridor Project. We need more data on this, this is a proposed \$30 million project. They plan to set the speed limit at 50 mph just 17' from homes. That is crazy, we need your support on this.

Melissa Zimmerman, 2525 Stony Creek Drive commented that during the last council meeting, Council President referenced the television clip about the East Corridor Project and implied that police input might be necessary. That was sending a wrong message, speaking to the news is not a crime. The city is creating an environment asking people to be quiet, we spoke up, we live here, silence is more dangerous. The accident on Bridge Street involved a car hitting a home, it takes 300' to stop a car traveling 50 mph. Matt spoke about citing statements about misinformation we deserve, we deserve current unbiased comments. The public is watching, it is not too late for you to do the right thing.

Bonnie Johnson, 2145 La Casa Lane reminded everyone of the amateur ham radio operation field test planned for this weekend at McKinley School. Owatonna Steele County Amateur Radio Club will demonstrate what amateur radio operators can do when an emergency arises, their club holds a federal license. In 2022, 5,000 clubs participated in the nationwide field day event, this operating event is not a competition. During the event, emergency scenarios occur and clubs demonstrate how they can assist local officials. The event is open to the public, and we want to invite all of you to stop by, our club receives credit for visitors, especially public officials.

Gary Jones, 995 Ridge Road commented that since he began researching deer management programs, he feels like he is looking in from outside. He has MS and will not be out in the woods hunting. Park & Rec is taking charge of the efficiency testing, but tests are done standing on the ground. During the hunt, they cannot stand on the ground, they are 17+ feet in the tree stands. Testing conditions should match the conditions when they are hunting. They might well on the efficiency testing but will they in varying conditions? Testing should be done in dark and cold conditions after they have stood in freezing weather for four hours. Help save lives and move deer hunting out of Mineral Springs or at least change the hunting times to not allow hunting in the dark at Mineral Springs.

Brandon Flores, 1749 SW 48th commented that he represents the Hunter A Flores Foundation. They have an event planned for Sept 13th at the fairgrounds, in memory of his younger brother who was killed while serving in the navy. This is the 5th year this event will be at the fairgrounds. Last year, their foundation donated \$40,000 between the Ride for Hope and Operations HEROS; both serve veterans of Steele County. He thanked everyone for their support in previous years and hopes to see many at this year's event in September.

MAYOR AND COUNCIL COMMENTS:

Council Member Voss commented that this morning he took his 5-year-old grandson to watch demolition of the former Aires Hotel on Bixby Road. He really enjoyed watching this and I am looking forward to seeing the development of this area.

Council Member Burbank agreed with Council Member Voss's statement and added it is interesting to watch demolition of old buildings.

Mayor Jessop commented that he spent the day in Alexander for the largest high school trap shooting contest in the country. The Minnesota tournament had 12,000 participants, with nine classes, each class is assigned a separate day for competition and Owatonna was in the largest class. Thank you to Coach Mike Kingland, 26 volunteer coaches, and more than 90 kids involved with this year's Owatonna's team. More than 50 students participated in the tournament today. Congratulations to Coach Kingland, coaches and kids for a great season!

Council President Raney welcomed Administrative Coordinator Notch who was assisting during tonight's meeting. During the last meeting, I made a comment about personal items on public property which the television's video clips confirm. This property should be treated like a park and not as a storage space for personal items. The video memorializes that there are personal items on the city's right-of-way. It has been a good meeting, good night.

At 7:53 p.m., Council Member Dotson made a motion to adjourn, Council Member Boeke seconded the motion and with no objection, the meeting ended.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator

OWATONNA PLANNING COMMISSION MINUTES FOR JUNE 24, 2025

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

A motion was made by Eickhoff and seconded by Springer-Gasner to approve the minutes of regular meeting of May 27, 2025. All Commissioners voting Aye, the motion carried.

Final Plat of Mineral Springs Estates, which is a 82.72± acre tract of land zoned PUD, Planned Unit Development, by Prairie LaSalle Partners / Chad Lange, Festal Farms and located east of St. Paul Road and north of Lee Street NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) He said that one resident in North Bluffs stopped in with questions. Eickhoff asked about the pool traffic and if anything would be done to control the dust on the temporary dirt road. He said he wanted to make sure that safety would be addressed. Kruschke said as far as access, they are requiring stop signs and other notifications. By the time the construction starts, it will probably be the end of the waterpark season, so they might only overlap a week or two. There are some provisions in the development agreement. As far as dust control, that is a part of the process that goes through Stormwater Management. Eickhoff said overall this is a great project and exciting for the City. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of the final plat of Mineral Springs Estates with the following conditions:

- 1) The final plat shall be recorded within 60 days of the date of approval of the final plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The conditions of the PUD shall be adhered to at all times.
- 4) A development agreement shall be recorded along with the final plat.
- 5) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District.
- 6) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required by fire code.
- 7) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on previous items. As the application was withdrawn at the last Planning Commission meeting, it didn't go to City Council. That project is moving through the building permit process.

Community Development Manager Greg Kruschke introduced new Planning Specialist Emma Bransford. She has been full-time since June 2 and part-time since February.

Community Development Manager Greg Kruschke said that the contract for the Zoning and Subdivision Ordinance Update will be going to City Council on July 1. They will be awarding that contract to Bolton and Menk. There will be a kick-off meeting in mid-July with a kick-off meeting with Planning Commission in August or September. He said if there is anything bothering them, confusing them, or that they really like about the Zoning and Subdivision Ordinance, to let him know.

Community Development Manager Greg Kruschke said that a new Planning Commission member will be appointed on July 1 at City Council and here in July.

A motion was made by Peake and seconded by Springer-Gasner to adjourn the meeting at 5:40 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on JUNE 23, 2025

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:06 pm in the Crandall Small Conference Room by Chairperson Olivo.

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

Approval of the Minutes: A motion was made by Hole and seconded by Fiske to approve the minutes of the April 28, 2025 HRA Board meeting with corrections. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. He said that the Westlake Meadows apartments are filling up and are close to being full. Ascend is over 50% occupied. Modern Aire Apartments will be starting the new building soon. Mineral Springs Estates, the development on the north end of town, just needs a Final Plat approval. Eastgate 2 tax credit project application is due in July. This will be 37 units of workforce housing. They are continuing to work on a potential development on Partridge Avenue. They are looking at 10 single family 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. He said that we have not been able to generate the numbers. He's been waiting on Finance for May numbers. He said when it comes to HCV, we were close to going into shortfall and he's been in contact with the HUD rep. Our HUD rep said we ought to take a step back on issuing vouchers, which will add to reserves. We are 19 vouchers short of the total vouchers that are allotted to us, but HUD doesn't care about the voucher count, only the dollar amount. All nationwide agencies are being cautious because there is a chance that we will get cut back from HUD. We are issuing around \$55,000 a month for HCV. We are around \$16,000 to \$17,000 a month for Mainstream. We should be able to fill the 40 Mainstream vouchers by the end of July. Bridges Grant increased from about \$542,000 to \$810,000 for the new grant (for 2 year period). We landed \$956 short of using the whole last grant. The previous two-year grant. He said he hasn't heard anything yet on the Bringing It Home grant specifically for families. There could be up to 40 vouchers for this program.

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

Other / New Business: Madkour introduced Housing Specialist Kim Stewart. She'll be working with the Homeownership Program. He said that the triage call center is still in the works and would probably start up in the fall.

Madkour presented the 2025-2027 Bridges Grant Resolution. A motion was made by Schultz and seconded by Fiske to accept the resolution as presented. All Commissioners voting Aye, the motion carried.

Madkour said that this is Commissioner John Hole's last meeting. He thanked him for his service on the board. Hole said it was his pleasure. The new board member will be Rebecca Rand, who will be starting at the next meeting.

Next Meeting: The next meeting will be Monday, July 28, 2025.

Adjournment: There being no further business, a motion to adjourn was made by Hole and seconded by Fiske. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:42 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Managers

**EDA
Minutes
June 18, 2025**

The Owatonna Economic Development Authority met in regular session at 4:00 pm in the Charles S. Crandall Center – Chambers at City Hall Building with President Voss presiding. Commissioners present: Dan Boeke, Dave Burbank, Andrew Cowell, Corey Mensink, Brian Savage, and Doug Voss. Commissioners absent: Patrick McDermott. Also present were Troy Klecker, Brad Meier, Lisa Cochran, and Kristen Kopp.

Approval of Minutes. Commissioner Cowell moved approval of the minutes of the May 21, 2025 meeting with second by Commissioner Mensink. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for May. He said that they paid consulting fees on the TIF for Sputtering Components. The first half payment has been made to the Chamber.

Loan Report. MainStreet Director Lisa Cochran said that all loans are current.

OACCT / OPED Report. OACCT President Brad Meier presented the report for May. He said 27 students were involved with Signing Day, which included military for the first time this year. There is a change with the Workforce Coordinator and that person should be in place by the next meeting. In September, OPED is hosting a Micropolitan event. It brings commercial and industrial real estate developers to town. It's a good way to tell Owatonna's story to people who are making decisions. He said they are excited to host again. OMC has a Grand Opening June 23. The Double Tree Hotel got their Temporary Certificate of Occupancy and they start to take reservations tomorrow.

MainStreet. MainStreet Director Lisa Cochran said the first Downtown Thursday was June 5. She was at a mandatory MainStreet conference in Duluth that day, but said it was a wonderful event with 4,600 people—more than we had last year on any of the nights. Tomorrow night there will be an evening Farmers Market during the 11 @ 7 concert. It runs from 5 to 8 pm. Savage said they have a yearly procurement group and they all stayed at the Marriott and they had great feedback on the downtown.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for May. Cemstone site is getting close to moving in—they're planning to move in the end of the month. They are discussing the price on the lots they are looking to purchase next to the Cemstone site. OMC will be open next week. They have had numerous meetings on Ascend 2. The plan would be to demolish this fall with approvals running through City Council later this summer. This project would have 40+ units with main floor and lower level commercial tenants. Renneberg should be starting construction soon. Sputtering Components has framing on their addition up. Last night, City Council approved purchasing 1301 Oak Avenue South. The closing is not until December, and they will continue talking with the other property owners in the meantime.

New Business.

Forgivable Loan – 220 Cedar Avenue North – Ronnie’s Sports Bar LLC (aka Reggie’s Brewhouse) / Skala -- \$20,000 (Interior and Exterior). Lisa said they have been talking ever since the owner purchased the building about doing improvements. He has an estimate with a plan. He submitted it. Mohs would be doing the work. He’s looking at the exterior siding on the front and back—board and batten in a taupe color, new gutters, new lights, new windows and a new front entry. Everything is in line with MainStreet guidelines. The total project is over \$99,000 and most of that is for exterior. The interior is for the lower level (basement) and it needs repairs and safety upgrades. What gets done will be dependent on what gets approved. They need to back plaster the entire basement and infill basement windows. Because of structural damage in the basement, they can’t do other things. Doors and windows come to almost \$30,000. Voss asked if all of the interior work would qualify. Cochran said that the masonry work would be \$11,000 and the infill of windows would be \$3,000. He has plans to do an upper level, but because the basement is old and hasn’t been touched for a while, back plastering will make it structurally sound. Voss said Mohs is involved, which is good. He said that Ken Beck would need to be involved before they start any work. Klecker said the exterior clearly qualifies. The interior sounds like it’s about \$14,000 to make it structurally sound. He said we should get Ken Beck in there to see. If it is something that has to be done to make it structurally sound, we could approve the interior grant. Boeke said if he’s willing to put \$100,000 into the building, we could help him out. Mensink said that basement improvements equips him to do the second floor improvements. A motion was made by Mensink to approve the \$10,000 Exterior improvements with second by Boeke. All Commissioners voting Aye, the motion carried.

Schedule Next Meeting. The next EDA meeting is scheduled for **July 16, 2025** at 4:00 pm in Charles S. Crandall Center – Chambers at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner Boeke and seconded by Cowell to adjourn the meeting at 4:34 pm. All Commissioners voting Aye, the motion passed.

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 12, 2025 to June 24, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	Has been cut.	6/17/2025			6/17/2025	Has been mowed.	0.5
Fox Hollow Lane	The vacant lot with long grass and weeds has been mowed as of June 12, 2025	6/12/2025			6/12/2025	Has been mowed.	0.5
Harvest Lane	Vacant lot with long grass and weeds. 17-592-0104	6/10/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
Harvest Lane Northwest	Vacant lot with long grass and weeds. 17-592-0101	6/10/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
Park Drive	Vacant lot with long grass and weeds. 17-338-0204 (next to Target's parking lot)	6/10/2025	6/17/2025	7/1/2025			0.5
Stony Creek Drive	The complaint vacant lot with long grass and weeds has been mowed as of June 12, 2025	6/12/2025			6/12/2025	Has been mowed.	1
1145 16 Street Southwest	Complaint: Grass is 24" location 17-226--0203 Pictures 9266 and 9267 of the complaint location.	6/17/2025	6/18/2025	6/28/2025			0.5
117 North Street East	Long grass/weeds per complaint picture 9281 as of June 19, 2025	6/19/2025	6/24/2025	7/4/2025			0.5
127 North Street East	Long grass/weeds per complaint picture 9280 as of 6/19/25	6/19/2025	6/24/2025	7/4/2025	6/23/2025	Has been mowed.	1
151 Park Drive	Long grass/weeds along Bridge St W & Park Dr NW 17-425-0101	6/11/2025	6/17/2025	7/1/2025			0.5
1512 Elm Avenue North	Long grass/weeds per complaint pictures 9285, 9286 as of June 20 2025	6/20/2025	6/24/2025	7/4/2025			0.5
157 South Street East	Tall grass/weeds in 17-101-0915	6/10/2025	6/17/2025	6/27/2025	6/20/2025	Has been mowed.	1
1585 Wood Duck Lane Northeast	Vacant lot (17-578-0213) with long grass/weeds. Will be mowed by the big field on the south of lot.	6/12/2025	6/18/2025	7/2/2025			0.5
1715 Wood Duck Lane Northeast	Vacant lot 17-578-0218 with long grass. Will be part of the field to the south during the mowing process.	6/12/2025	6/18/2025	7/2/2025			0.5
2104 Harbour Oak Drive Southeast	The vacant lot with long grass and weeds has been mowed as of June 16, 2025	6/16/2025			6/16/2025	Has been mowed.	0.5
221 Beech Avenue	long grass/weeds	6/16/2025	6/18/2025	6/28/2025			0.5
229 Park Street	Tall grass/weeds in 17-125-0212.	6/13/2025	6/17/2025	6/27/2025	6/23/2025	Has been mowed.	1
239 Rice Street East	Long grass and weeds per complaint pictures 9287, 9288 as of June 20, 2025	6/20/2025	6/24/2025	7/4/2025			0.5
2392 Haddonstone Lane Northeast	Vacant lot 17-600-0113 with long grass and weeds.	6/12/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
2396 Haddonstone Lane Northeast	Vacant lot 17-600-0114 with long grass and weeds.	6/12/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
241 Larch Avenue	The complaint location with the long grass and weeds in all yards has been mowed as of June 18, 2025	6/18/2025			6/18/2025	Has been mowed.	0.5
2415 Briarwood Place Northeast	Reinspection picture 9242 as of June 9, 2025. The complaint grass and weeds were not mowed as of June 9, 2025.	6/9/2025			6/12/2025	Has been mowed.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 12, 2025 to June 24, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
2442 Cedar Avenue North	Reinspection picture 9263 as of June 16, 2025. Need to call yard mowing service due to the long grass and weeds in all yards 6/17/25 - Contacted mower. 9609	6/16/2025			6/19/2025	Has been mowed.	1
245 Larch Avenue	The complaint location with long grass and weeds has not been mowed as of June 16, 2025 6/17/25 - Contacted mower. 9609	6/16/2025			6/19/2025	Has been mowed.	1
246 Rice Street East	Long grass/weeds complaint picture 9272 as of June 18, 2025.	6/18/2025	6/24/2025	7/4/2025	6/23/2025	Has been mowed.	1
253 Beech Avenue	Long grass/weeds per complaint pictures 9278, 9279	6/19/2025	6/24/2025	7/4/2025			0.5
2535 Harvest Lane Northwest	Vacant lot 17-592-0202 with long grass and weeds.	6/10/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
2545 24 Avenue Northwest	Vacant lot 17-592-0102 with long grass and weeds.	6/10/2025	6/17/2025	7/1/2025	6/23/2025	Has been mowed.	1
2545 24 Avenue Northwest		6/23/2025			6/23/2025		0.5
2574 Stony Creek Drive	The complaint vacant lot with long grass and weeds has been mowed as of June 12, 2025	6/12/2025			6/12/2025	Has been mowed.	0.5
338 State Avenue	The complaint location with long grass and weeds in all yards has been mowed as of June 12, 2025	6/12/2025			6/11/2025	Has been mowed.	0.5
396 Hickory Lane Northeast	Has been mowed.	6/23/2025			6/23/2025	Has been mowed.	0.5
427 Oak Avenue North	Long grass/weeds per complaint picture 9282 as of June 19, 2025	6/19/2025	6/24/2025	7/4/2025			0.5
428 Pearl Street East	Long grass/weeds per complaint pictures 9282, 9284 as of June 19, 2025	6/19/2025	6/24/2025	7/4/2025			0.5
508 24 Street Northeast	Complaint: Yard needs to be mowed.	6/24/2025					0.5
625 Walnut Avenue South	Long grass and weeds.	6/17/2025			6/18/2025	Has been mowed.	1
725 Escalade Lane Southeast	The vacant lot with long grass and weeds has been mowed as of June 16, 2025	6/16/2025			6/16/2025	Has been mowed.	0.5
743 15 Street Southeast	Long grass/weeds complaint picture 9275 as of 6/18/25	6/18/2025	6/24/2025	7/4/2025			0.5
829 Escalade Lane Southeast	The vacant lot with long grass and weeds has been mowed as of June 16, 2025	6/16/2025			6/16/2025	Has been mowed.	0.5
859 Escalade Lane Southeast	The vacant lot with long grass and weeds has been mowed as of June 16, 2025	6/16/2025			6/16/2025	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 12, 2025 to June 24, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
865 Escalade Lane	The vacant lot 17-619-0115 has been mowed as of June 16, 2025	6/16/2025			6/16/2025	Has been mowed.	0.5

EP-25-27

Events Permit

Application

Status: Active

Submitted On: 6/9/2025

Primary Location

No location

Owner

No owner information

Applicant Scott Limberg 507-475-1317 scott@limbergproductions.com 301 North Cedar
Owatonna, MN 55060

Event Information

Event Name

Music on Pearl

Event Contact*

Scott Limberg

Location of Event*

South of the zamboni Event Center on Pearl Street

Description of Event* ?

Live Music

Event Set Up Date

07/18/2025

Event Set Up Time* ?

12pm

Actual Event Date*

07/18/2025

Actual Event Time* ?

6pm

Clean Up Date*

07/18/2025

Clean Up Time ?

11:30

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

Canceled

Estimated Attendance* ?

150

Application Information

Sponsoring Organization Name*

Limberg Productions

Mailing Address*

422 South Cedar Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

Limbergproductions.com

Primary Contact

Name*

Scott Limberg

Phone Number*

507-475-1317

Cell Phone

Email Address*

scott@limbergproductions.com

Primary On-site Contact

Name*

Scott Limberg

Cell Phone*

507-475-1317

Alternate On-site Contact

Name*

Sammi Wencil

Cell Phone*

507-676-6180

Refer Media or Citizen Inquiries To:

Name*

Scott Limberg

Phone*

507 475-1317

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

Noon

Date*

07/18/2025

Name of Requested Street(s)*

Pearl Street

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

Noon

Date*

07/18/2025

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

2 Banners on our crowd control fence 4x8

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Live Music

Will sound amplification be used?*

Yes

Type*

Sound System

Hours*

6pm until 11:30

Will sound be amplified after 10:00pm?*

Yes

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

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

Yes

Dimensions*

Stage is 16x20

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

Yes

Dimensions*

Panels are 4x8 ft

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

1

Will food be prepared on site?*

No

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Grapefull Wine and Bar

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

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Power will come from a generator

Describe level of advertisement* 

Advertsing on the Community Netwrok, OwatonnaLive.com, Radio and Facebook

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

We will remove all trash after event is completed.

Will event need traffic control?*

No

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

We will have a community officer on site and the area will be blocked off to ensure safety.

Will "No Parking" signs be needed?*

No

Will event need security?*

Yes

Will event need Emergency Medical Services?*

No

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

All fans will be ask to go into the Zamboni Event Center basement.

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

Name*

Scott Limberg

Phone Number*

507-475-1317

Email*

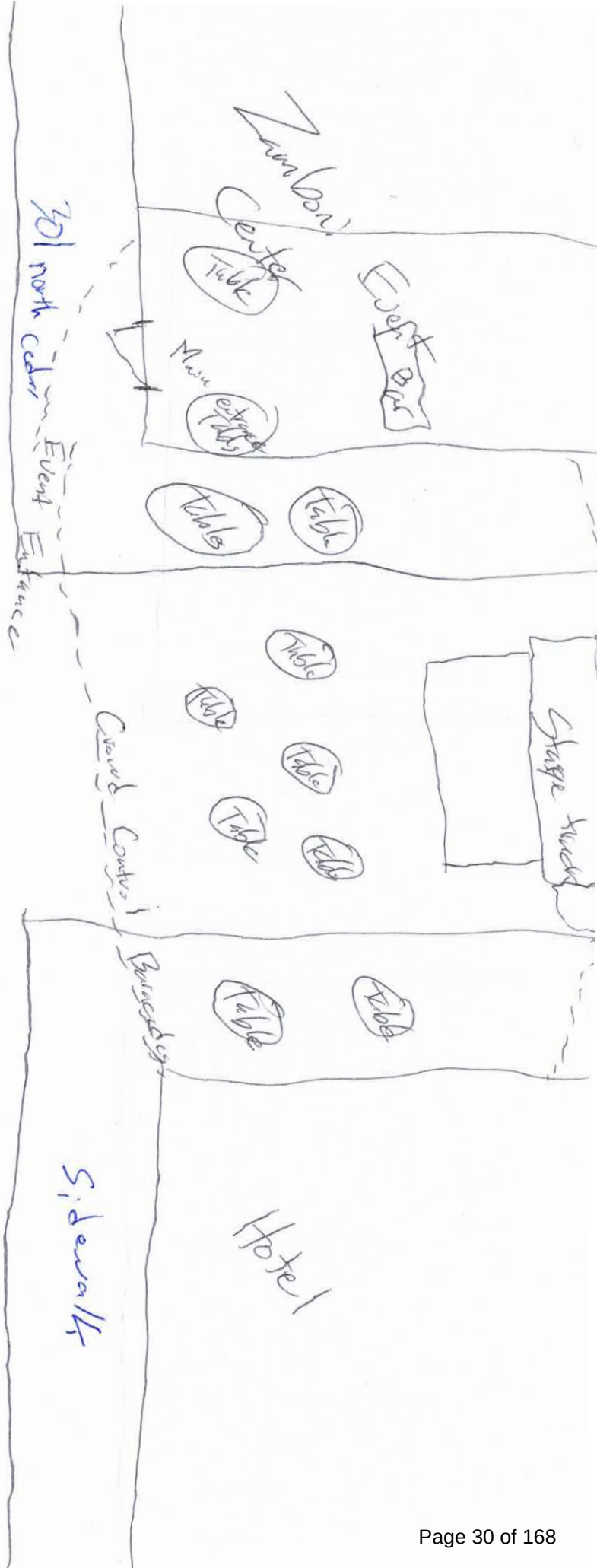
scott@limbergproductions.com

List any other pertinent information

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

Pearl street

North Cedar



EP-25-28

Events Permit

Application

Status: Active

Submitted On: 6/10/2025

Primary Location

No location

Owner

No owner information

Applicant

Rebekah Hartman



507-246-3587



rlhartman@alz.org



12701 Whitewater Drive,

Suite 290

Minnetonka , MN 55343

Event Information**Event Name**

Owatonna Walk to End Alzheimer's

Event Contact*

Rebekah Hartman

Location of Event*

Owatonna Foundation Building with Walking route to Kaplan Park

Description of Event* ?

The Alzheimer's Association Walk to End Alzheimer's is a national event held annually in over 600 communities across the US, serving as the world's largest fundraiser for Alzheimer's care, support, and research. It's designed to raise awareness, educate, and connect people with resources related to Alzheimer's disease, while also supporting the Alzheimer's Association's mission.

Event Set Up Date

09/27/2025

Event Set Up Time* ?

7:00am

Actual Event Date*

09/27/2025

Actual Event Time* ?

9:00am

Clean Up Date*

09/27/2025

Clean Up Time ?

1:00pm

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

Canceled

Estimated Attendance* ?

322

Application Information

Sponsoring Organization Name*

Alzheimer's Association

Mailing Address*

12701 Whitewater Dr suite 290

City*

Minnetonka

State*

MN

Zip*

55343

Website Address*

alz.org

Primary Contact

Name*

Rebekah Hartman

Phone Number*

507-246-3587

Cell Phone

Email Address*

rlhartman@alz.org

Primary On-site Contact

Name*

Betsey Palmgren

Cell Phone*

(952) 767-7568

Alternate On-site Contact

Name*

Barry Thompson

Cell Phone*

507-363-0308

Refer Media or Citizen Inquiries To:

Name*

Betsey Palmgren

Phone*

(952) 767-7568

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

10:30am

Date*

09/27/2025

Name of Requested Street(s)*

18th and Cedar intersection

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

10:30am - 12:30pm

Date*

09/27/2025

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

One Inflatable arch, handful of direction Signs, 1 sail banner, small h stake signs promoting Alzheimer's facts and figures and local sponsors.

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

DJ music and Opening Ceremony

Will sound amplification be used?*

Yes

Type*

Standard DJ equipment with two speakers

Hours*

9:00am to 12:30pm

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

using small showmobile from fair grounds

Fees may apply. No staking without approval.

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

will use standard power outlets from the Owatonna Foundation Building

Describe level of advertisement* ?

Radio and digital media starting July with press release going out in september

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Trash will be picked up by volunteers

Will event need traffic control?*

Yes

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

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

Will hire two police officeres to be onsite for security for the duration of the event.

Will "No Parking" signs be needed?*

No

Will event need security?*

Yes

Will event need Emergency Medical Services?*

No

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

will be hiring two police officeres to be present onsite for the duration of the event

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

Name*

Betsey Palmgren

Phone Number*

(952) 767-7568

Email*

bapalmgren@alz.org

List any other pertinent information

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

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Make-A-Wish Minnesota

Previous Gambling Permit Number: X- 27334-25

Minnesota Tax ID Number, if any: 41-1422893

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1919 University Ave W

City: St. Paul State: MN Zip: 55104 County: _____

Name of Chief Executive Officer (CEO): Paul Krueger

CEO Daytime Phone: (612) 767-2753 CEO Email: pkrueger@mn.wish.org

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Mineral Springs Brewery

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

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 27, 2025

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

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

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette ClawsonTitle: 6/16/25Date: →Administrative Coordinator

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Paul Krueger**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: MINNESOTA PHEASANTS INC STEELE CO.

Previous Gambling Permit Number: X- 74011-24-041

Minnesota Tax ID Number, if any: ES29793

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO BOX 351

City: OWATONNA State: MN Zip: 55060 County: STEELE

Name of Chief Executive Officer (CEO): GEORGE C SPRAGUE

CEO Daytime Phone: 612-669-1581 CEO Email: gcsprague@icloud.com

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): STEELE COUNTY FREE FAIR

Physical Address (do not use P.O. box): 1525 CEDAR AVE

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): AUGUST 1 - 17, 2025

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: OWATONNA

Signature of City Personnel:

James H. Clausen
Title: *Mayor* Date: *6/23/2025*

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *George C Sprague* Date: *6-23-2025*
(Signature must be CEO's signature; designee may not sign)

Print Name: GEORGE C SPRAGUE

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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An equal opportunity employer

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Eagles Ladies Auxiliary #1791

Previous Gambling Permit Number: X- X-04986-24-015

Minnesota Tax ID Number, if any: 8138534

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 141 E. Rose St.

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

Name of Chief Executive Officer (CEO): Toni Svoboda

CEO Daytime Phone: 507-413-1136

CEO Email: _____

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Steele County Fairgrounds

Physical Address (do not use P.O. box): 1525 Cedar Ave S

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 13 - August 17, 2025

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Jeannette Claus

Title: Admin Coordinator Date: 6/27/25

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Toni Svoboda
(Signature must be CEO's signature; designee may not sign)

Date: 6-26-2025

Print Name: Toni Svoboda

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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Application Fee (non-refundable)

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ORGANIZATION INFORMATION

Organization Name: American Cancer Society, Inc.

Previous Gambling Permit Number: X- 93160-24

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 13-1788491

Mailing Address: 270 Peachtree St NW Ste 1300

City: Atlanta State: GA Zip: 30303 County: Fulton

Name of Chief Executive Officer (CEO): Wayne Frederick

CEO Daytime Phone: (202)849-0495 CEO Email: wayne.frederick@cancer.org

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

Email permit to (if other than the CEO): event.compliance@cancer.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): VFW Owatonna

Physical Address (do not use P.O. box): 135 Oakdale Street

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 10/25/2025

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clausen

Title: Admin Coordinator Date: 6/16/25

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Wayne Frederick Date: 06/12/2025
(Signature must be CEO's signature; designee may not sign)

Print Name: Wayne Frederick

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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An equal opportunity employer



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
MSB, LLC		June 2018			
Organization Address (No PO Boxes)		City	State	Zip Code	
210 N Oak Ave; Suite 1		Owatonna	Minnesota	55060	
Name of person making application		Business phone		Home phone	
Bill Cronin		5074136281			
Date(s) of event	Type of organization ☐ Microdistillery ☒ Small Brewer				
7/24/2025	☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit				
Organization officer's name		City	State	Zip Code	
Bill Cronin - President		Owatonna	Minnesota	55060	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
Downtown Thursday; Owatonna downtown corridor (placement of MSB is tbd)

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Cincinnati pol# ETD0503616; \$1M limit

APPROVAL

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

City of Owatonna		Date Approved	
City or County approving the license		July 24, 2025	
\$50.00		Permit Date	
Fee Amount			
Event in conjunction with a community festival ☐ Yes ☒ No		jeanette.clawson@owatonna.gov	
Est 26,647 - April 1, 2023 per Mn State Demographic Center		City or County E-mail Address	
Current population of city			
Kris M. Busse, City Administrator			

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



DATE: July 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services - Land Surveying and Civil Engineering Agreement - Jones, Haugh & Smith

Purpose:

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

Background:

The Sherwood Heights neighborhood has recently seen development of new single family homes. With the provided information in accompanying grading permit applications, emergency overflow elevations were found to be sub standard and could potentially cause flooding issues with existing homes. Staff have been working with homeowners to address the issue and are engaging with JHS to provide survey and design services to implement grading modifications that will lower the existing emergency overflow elevation. Reducing the overflow elevation will provide more protection to existing structures in the neighborhood.

Budget Impact:

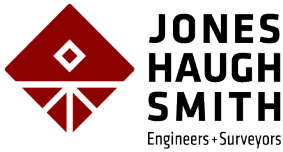
The cost is not to exceed \$4,750 without prior approval.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal - City Owat - Sherwood Hts EOF 2025-06-12



PRINCIPALS

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

Established 1945

Proposal for Land Surveying & Civil Engineering Services
City of Owatonna
Brad Rademacher
Sherwood Heights Emergency Overflow Improvements
Lot 11, Block 1, and Lot 3, Block 2, Sherwood Heights #5
Owatonna, Minnesota

June 12, 2025

PROJECT UNDERSTANDING

We understand that the central block between Greenleaf Rd SE, Nottingham Dr SE, and Robin Hood Ln SE contains a structure on Lot 14 that has openings below the emergency overflow elevation of the Block located in Lot 11. We understand that the City desires to lower said overflow elevation to provide better protection for said structure and to lower the overflow elevation across Robin Hood Ln SE between Lots 3 and 4. We understand the City is requesting a proposal to design, stake, and as-built said improvements.

SUMMARY OF REQUIRED SERVICES

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

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

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

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

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

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

Permit Applications: No permit applications are anticipated.

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

EXCLUSIONS:

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

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

ASSUMPTIONS

This proposal is based upon the following assumptions:

1. Civil plans will be in standalone, on JHS format 22x34 Sheets.
2. Our current insurance coverage is adequate
3. Our services are not subject to retainage

PROJECT SCHEDULE

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

Data Collection: Data collection will commence approximately 1 week after Notice to Proceed. We anticipate 1 day of data collection.

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

DELIVERABLES

We foresee the following deliverables as part of the work:

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

COMPENSATION

The services described above will be completed for a fee of \$4750

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

JONES, HAUGH & SMITH INC
CONSULTING ENGINEERS



John H. Schulte V, P.E.

PROPOSAL ACCEPTANCE

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

Signed: _____

Printed Name: _____

Firm: _____

Dated: _____

2025 FEE SCHEDULE

(Per hour)

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

Terms of Proposal

Jones, Haugh & Smith

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

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

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

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

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

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

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

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



DATE: July 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Private Storm Sewer Agreement - Precision Built Homes

Purpose:

Requesting Council approval of the Private Storm Sewer Agreement with Precision Built Homes allowing Lots 12, 13, & 14, Block 3 of Radel's Francis Addition to construct private storm sewer and connect to City storm sewer.

Background:

Due to unique grading and rear yard drainage issues between Bellflower Ln NE and Mineral Springs Parkway NE, the undeveloped lots referenced are/were required to reduce drainage to the rear yards to the maximum extent practicable. The owner proposed private on-site storm sewer serving the three lots and drainage collection methods to reduce the volume of stormwater directed to the rear yard, improving the existing condition.

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

Budget Impact:

There is no budget impact to the City.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Bellflower Lots - Private Storm Agreement

Private Storm Sewer Agreement

THIS AGREEMENT, made and entered into this 24th day of June, 2025, by Precision Built Homes, LLC hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of the following described real estate in Steele County, Minnesota:

LOTS 12, 13, AND 14, BLOCK 3 OF RADEL'S FRANCIS ADDITION.

WHEREAS, the Property Owner has or is proceeding to build on and develop said property; and

WHEREAS, the City has approved private on-site drainage facilities to be constructed and connected to public storm sewer infrastructure identified in the site and plan, and

WHEREAS, the City and the Property Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Owatonna, MN requires that on-site private drainage facilities be constructed and maintained on the Property; and

WHEREAS, the rights, access, and connection to public storm sewer infrastructure as granted, may be terminated, severed, or otherwise revoked if determined necessary by the City.

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

1. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified at time of submittal.
2. The Property Owner, its successors, and assigns, shall at all time, adequately maintain said facilities.
3. Such maintenance obligations shall include the obligation to properly maintain all pipes, inlets, or other conveyances built to convey stormwater, as well as all grading, structures, improvements, and vegetation provided to control drainage.
4. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
5. The Property Owner, its successors, and assigns, shall inspect the private facilities on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities.
6. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing drainage facilities in the event it's found to no longer be effective.
7. The Property Owner, its successors, and assigns shall be responsible for ensuring no pollutants are discharged to the municipal separate storm sewer system (MS4) from the private facilities.
8. The parties of this agreement understand that the City of Owatonna does not assume responsibility to keep any pipes or inlets free of obstruction, except those which are considered public infrastructure, and that any damage resulting from obstructions or other maintenance issues shall not be the responsibility of the City of Owatonna.

9. It is expressly understood and agreed that the City is under no obligation to routinely maintain, or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
10. It is expressly understood and agreed that the City is not responsible for any expenses incurred for any maintenance, repairs, or improvements necessary to the private storm sewer laterals inclusive of any road or public infrastructure reconstruction to facilitate said repairs.
11. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, its successors, and assigns, agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
12. 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, his or her heirs, successors, and assigns, and any other successors in interests, in perpetuity.

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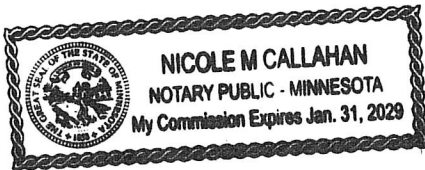
Property Owner: Precision Built Homes, LLC

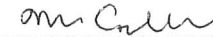
Signature: 

Date: 6/24/25

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 24th day of June, 2025, by Peter Grubish, the owner of Precision Built Homes, 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: Matthew Jessop, 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 Matthew Jessop, 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:

\$	330,000.00	Aire Holdings LLC - Aire Apartments forgivable loan reimbursement #1 & 2
	34,911.47	Crane Creek Asphalt - asphalt
	48,675.00	Dorco Inc/Overhead Door Co - Cip project - WWTP overhead door replacement
	232,671.03	Environmental Equipment & Services - Tymco 600 Sweeper - St reetu#25219
	25,595.22	Hawkins - chemicals
	115,210.00	League of MN Cities Ins Trust - Quarterly Workers Comp premium - July - Sept 2025
	168,528.29	Near North Title Group - purchase 502 Maple Dr
	22,405.16	Owatonna Area Chamber of Commerce - Lodging Tax April 2025
	184,804.00	Owatonna Motor - (4) 2025 Ford Explorers - police
	62,997.19	Short Elliot Hendrickson
		- 2024 Roof Replacement Study Owatonna Regional Airport \$2,238.00
		- 18th St SE reconstruction services - April 2025 - \$60,759.19
	149,592.74	Southeast Service Cooperative - June 2025 health ins premiums
	28,530.00	SPS Companies Inc - CIP P&R-23-015 River Spring pool boilers replacement
	156,968.25	Ulland Brothers Inc- project # 23002 - 18th Street SE Trail - pay est #1
	513,334.40	Wencl Construction - project #25001 - Street & Utility - pay est #2
\$	<u>308,985.44</u>	OTHER EXPENDITURES
	2,383,208.19	<i>SUBTOTAL</i>
	<u>104,778.00</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$	 	
	<u><u>2,487,986.19</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
383380	06/20/25	CLOVER CONNECT	2,627.51	R	Wire Transfer
383381	06/20/25	GLOBAL PAYMENTS INTEGRATED	6,771.40	R	Wire Transfer
383382	06/20/25	MN DEPT OF LABOR AND INDUSTRY	5,180.90	R	Wire Transfer
383383	06/20/25	MN DEPT OF REVENUE	9,209.36	R	Wire Transfer
383384	06/20/25	SOUTHEAST SERVICE COOPERATIVE	149,592.74	R	Wire Transfer
383385	06/20/25	US BANK	15,898.68	R	Wire Transfer
383386	06/20/25	WEX BANK	1,556.04	R	Wire Transfer
383387	06/20/25	WEX HEALTH INC	352.00	R	Wire Transfer
383388	06/23/25	AIRE HOLDINGS LLC	330,000.00	R	Wire Transfer
383389	07/01/25	A H HERMEL CANDY & TOBACCO CO	4,222.04	R	ACH
383390	07/01/25	AARON GUZMAN PHOTOGRAPH LLC	750.00	0	Regular
383391	07/01/25	ABDO LLP	2,107.50	R	ACH
383392	07/01/25	ADVANCED ENGINEERING & ENVIRON	12,279.98	0	Regular
383393	07/01/25	ALEXANDER LUMBER COMPANY	72.51	0	Regular
383394	07/01/25	AMERICAN ENGINEERING TESTING	1,865.75	R	ACH
383395	07/01/25	AMERICAN LEAK DETECTION	2,500.00	0	Regular
383396	07/01/25	ANCOM	176.84	R	ACH
383397	07/01/25	ANHORN'S GAS & TIRE	115.21	0	Regular
383398	07/01/25	ANN BALDWIN	30.49	0	Regular
383399	07/01/25	ASPEN MILLS INCORPORATED	127.65	0	Regular
383400	07/01/25	ASPHALT ZIPPER INC	1,703.99	0	Regular
383401	07/01/25	AWARDS DIRECT INC	60.00	0	Regular
383402	07/01/25	BAKER & TAYLOR BOOKS	466.39	R	ACH
383403	07/01/25	BALDWIN SUPPLY COMPANY	913.68	R	ACH
383404	07/01/25	BENJAMIN METCALF	46.70	0	Regular
383405	07/01/25	BORDER STATES INDUSTRIES INC	116.31	R	ACH
383406	07/01/25	CAVALIER COACHES INC	750.00	0	Regular
383407	07/01/25	CEMSTONE PRODUCTS CO	703.25	0	Regular
383408	07/01/25	CENTRAL FARM SERVICE	5,770.99	0	Regular
383409	07/01/25	CENTURY FENCE CO	19,580.62	0	Regular
383410	07/01/25	CHRISTINE M TRYHUS	2,300.00	R	ACH
383411	07/01/25	CITY OF OWATONNA	74.18	0	Regular
383412	07/01/25	CLUB CADDIE	525.00	R	ACH
383413	07/01/25	CLUB CADDIE	525.00	0	Regular
383414	07/01/25	CLUB CAR LLC	975.00	0	Regular
383415	07/01/25	COLE'S ELECTRIC INC	11,200.00	0	Regular
383416	07/01/25	CORE & MAIN	6,546.78	0	Regular
383417	07/01/25	COURT SPORTS AND MORE	25.00	R	ACH
383418	07/01/25	CRANE CREEK ASPHALT	34,911.47	R	ACH
383419	07/01/25	CRYSTEEL TRUCK EQUIP	1,324.00	R	ACH
383420	07/01/25	CTS CONSTRUCTION	2,328.39	0	Regular
383421	07/01/25	CUMMINS INC	428.62	R	ACH
383422	07/01/25	DELL MARKETING LP	24.84	R	ACH
383423	07/01/25	DENISE STEWART	352.02	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383424	07/01/25	DIAMOND VOGEL	1,056.00	R	ACH
383425	07/01/25	DLL FINANCE LLC	17,359.88	0	Regular
383426	07/01/25	DORCO INC	48,675.00	R	ACH
383427	07/01/25	EMPLOYEE STRATEGIES INC	4,725.00	R	ACH
383428	07/01/25	ENVIRONMENTAL EQUIP & SERV INC	232,671.03	0	Regular
383429	07/01/25	EROSION CONTROL INC	1,237.50	0	Regular
383430	07/01/25	FIRST SUPPLY OWATONNA	622.68	R	ACH
383431	07/01/25	FLAHERTY & HOOD PA	285.00	R	ACH
383432	07/01/25	FOUR SEASONS ELECTRIC	842.29	R	ACH
383433	07/01/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
383434	07/01/25	GENUINE PARTS COMPANY - NAPA	674.42	R	ACH
383435	07/01/25	HAWKINS INC	25,595.22	R	ACH
383436	07/01/25	HEALTHPARTNERS INC	5,211.90	0	Regular
383437	07/01/25	HEIMAN INC	90.60	R	ACH
383438	07/01/25	HILLYARD INC	31.63	0	Regular
383439	07/01/25	HORIZON COMMERCIAL POOL SUPPLY	886.18	R	ACH
383440	07/01/25	I U O E LOCAL 70	2,915.00	0	Regular
383441	07/01/25	IFACS	290.53	R	ACH
383442	07/01/25	INNOVATIVE OFFICE SOLUTIONS	43.28	0	Regular
383443	07/01/25	JOEL BELL	235.00	0	Regular
383444	07/01/25	JOHN DEERE FINANCIAL	621.13	0	Regular
383445	07/01/25	JONES HAUGH & SMITH INC	1,032.50	0	Regular
383446	07/01/25	KEEKER INC	2,781.60	R	ACH
383447	07/01/25	KWIK TRIP INC	95.09	0	Regular
383448	07/01/25	LAWSON AUTOMOTIVE LLC	2,025.01	R	ACH
383449	07/01/25	LAWSON PRODUCTS	116.24	0	Regular
383450	07/01/25	LEAGUE OF MN CITIES INS TRUST	115,210.00	0	Regular
383451	07/01/25	LEGACY SIGNS INC	800.00	R	ACH
383452	07/01/25	LEGENCE SUBSIDIARY HOLDINGS LL	14,565.00	R	ACH
383453	07/01/25	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
383454	07/01/25	MAGTECH AMMUNITION CO INC	6,719.82	0	Regular
383455	07/01/25	MCMASTER-CARR SUPPLY CO	318.77	R	ACH
383456	07/01/25	METRO SALES INC	157.21	0	Regular
383457	07/01/25	METRONET SYSTEMS HOLDINGS LLC	2,253.14	R	ACH
383458	07/01/25	MINER'S OUTDOOR & RECREATION	75.65	0	Regular
383459	07/01/25	MINNESOTA ELEVATOR INC	208.00	R	ACH
383460	07/01/25	MINNESOTA SECURITY CONSORTIUM	3,000.00	R	ACH
383461	07/01/25	MN FIRE SERVICE CERT BOARD	1,011.00	0	Regular
383462	07/01/25	MN GOLF ASSOCIATION	30.00	0	Regular
383463	07/01/25	MN PUBLIC EMPLOYEES ASSOC	1,392.00	R	ACH
383464	07/01/25	MN VALLEY TESTING LABS INC	286.75	R	ACH
383465	07/01/25	MTI DISTRIBUTING INC	1,454.12	R	ACH
383466	07/01/25	NEAR NORTH TITLE GROUP	168,528.29	0	Regular
383467	07/01/25	NORTHLAND FARM SYSTEMS	184.64	R	ACH
383468	07/01/25	OAK GLENN	23.24	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383469	07/01/25	OFFICE OF MNIT SERVICES	183.93	0	Regular
383470	07/01/25	OWATONNA AREA CHAMBER OF COMM	22,405.16	0	Regular
383471	07/01/25	OWATONNA MOTOR COMPANY	5,324.66	0	Regular
383472	07/01/25	OWATONNA MOTOR COMPANY	46,201.00	0	Regular
383473	07/01/25	OWATONNA MOTOR COMPANY	46,201.00	0	Regular
383474	07/01/25	OWATONNA MOTOR COMPANY	46,201.00	0	Regular
383475	07/01/25	OWATONNA MOTOR COMPANY	46,201.00	0	Regular
383476	07/01/25	OWATONNA PUBLIC UTILITIES	10,425.00	R	ACH
383477	07/01/25	OWT HARDWARE	243.73	0	Regular
383478	07/01/25	PHONE STATION INC	10,791.00	0	Regular
383479	07/01/25	PIONEER MANUFACTURING COMPANY	2,665.00	R	ACH
383480	07/01/25	PLAZA MORENA CAMPESTRE GRILL	725.00	0	Regular
383481	07/01/25	PRIME GARAGE DOOR & MORE LLC	6,445.00	R	ACH
383482	07/01/25	RENT N SAVE PORTABLE SERVICES	470.25	0	Regular
383483	07/01/25	RICE LAKE CONTRACTING CORP	7,841.07	R	ACH
383484	07/01/25	RIVERLAND COMMUNITY COLLEGE	700.00	0	Regular
383485	07/01/25	ROBERT WOTTRENG	10,000.00	0	Regular
383486	07/01/25	RYAN HEMANN	2,500.00	0	Regular
383487	07/01/25	SENIORPLACE INC	265.00	0	Regular
383488	07/01/25	SHERWIN WILLIAMS COMPANY	161.74	0	Regular
383489	07/01/25	SHI INTERNATIONAL CORP	432.37	0	Regular
383490	07/01/25	SHORT ELLIOTT HENDRICKSON INC	62,997.19	R	ACH
383491	07/01/25	SHRED RIGHT	44.75	R	ACH
383492	07/01/25	SPHERION STAFFING LLC	1,286.00	0	Regular
383493	07/01/25	SPS COMPANIES INC	28,530.00	R	ACH
383494	07/01/25	STATE INDUSTRIAL PRODUCTS	987.08	R	ACH
383495	07/01/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
383496	07/01/25	STEVE JAMES EXCAVATING INC	93.40	R	ACH
383497	07/01/25	STRAIGHT RIVER SPORTS	163.96	0	Regular
383498	07/01/25	STREICHER'S INC	1,904.72	0	Regular
383499	07/01/25	SWEET TOWING	75.00	0	Regular
383500	07/01/25	SYNCHRONY BANK	1,140.66	0	Regular
383501	07/01/25	T-MOBILE	2,204.22	0	Regular
383502	07/01/25	TEMPLE ELECTRIC MOTOR SERV INC	2,420.67	R	ACH
383503	07/01/25	TERRACON CONSULTANTS INC	4,992.50	R	ACH
383504	07/01/25	THOMPSON SANITATION INC	77.40	R	ACH
383505	07/01/25	TRI M GRAPHICS	2,128.46	R	ACH
383506	07/01/25	TRI-COUNTY LAW ENFORCE ASSN	90.00	0	Regular
383507	07/01/25	TRUCK CENTER COMPANIES LLC	197.84	0	Regular
383508	07/01/25	UKG INC	3,419.64	R	ACH
383509	07/01/25	ULLAND BROTHERS INC	156,968.25	R	ACH
383510	07/01/25	UNITED WAY	80.00	0	Regular
383511	07/01/25	VAULT HEALTH	418.92	0	Regular
383512	07/01/25	VERIZON WIRELESS	3,181.47	0	Regular
383513	07/01/25	VERIZON WIRELESS-VSAT	150.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
383514	07/01/25	VESTIS GROUP INC	391.02	0	Regular
383515	07/01/25	WALBRAN & FURNESS CHARTERED	5,123.25	R	ACH
383516	07/01/25	WASECA COUNTY HWY DEPT	27.57	0	Regular
383517	07/01/25	WEN-COL INC	637.60	0	Regular
383518	07/01/25	WENCL CONSTRUCTION INC	513,334.40	0	Regular
383519	07/01/25	WEST SHORE SERVICES INC	4,260.46	0	Regular
383520	07/01/25	WHKS & CO	1,774.50	R	ACH
383521	07/01/25	WHKS & CO	2,081.00	R	ACH
383522	07/01/25	WOLFF AND SONS INC	53.50	R	ACH
383523	07/01/25	ZEP MANUFACTURING CO	1,026.17	R	ACH
383524	07/01/25	ZORO TOOLS INC	321.26	0	Regular
383525	07/01/25	ACADEMY APARTMENTS OF OWA LLC	2,069.00	R	ACH
383526	07/01/25	ALL AREA MANAGEMENT LLC	2,264.00	R	ACH
383527	07/01/25	APACHE APARTMENTS	607.00	R	ACH
383528	07/01/25	ATM PROPERTIES LLC	1,891.00	R	ACH
383529	07/01/25	AUSTIN HRA	608.00	0	Regular
383530	07/01/25	BROWN CYNTHIA	524.00	R	ACH
383531	07/01/25	BRYCEN GREGOR	4,386.00	R	ACH
383532	07/01/25	BUREAU CRIMINAL APPREHENSION	33.25	0	Regular
383533	07/01/25	CAPELLE COMPANIES LLC	564.00	R	ACH
383534	07/01/25	CEDAR RIDGE APARTMENTS	64.00	R	ACH
383535	07/01/25	CEDAR ROSE ASSOCIATES LLC	1,360.00	R	ACH
383536	07/01/25	CEDAR RUN TOWN HOMES MDI #41	1,900.00	R	ACH
383537	07/01/25	CEDARDALE NORTH APARTMENTS	784.00	R	ACH
383538	07/01/25	CEDARDALE SOUTH APARTMENTS	381.00	R	ACH
383539	07/01/25	CEDARDALE WEST APARTMENTS	600.00	R	ACH
383540	07/01/25	CHAD STANNARD	485.00	R	ACH
383541	07/01/25	CHASE BLUM	629.00	R	ACH
383542	07/01/25	CHRIS PROHASKI	630.00	R	ACH
383543	07/01/25	CHRIS PROHASKI II	4,616.00	R	ACH
383544	07/01/25	COMMON CENTS PROPERTIES LLC	323.00	R	ACH
383545	07/01/25	COOPERS COURT LLC	1,969.00	R	ACH
383546	07/01/25	DANIEL SCHLEGEL	486.00	R	ACH
383547	07/01/25	EEK, LLC	2,609.00	R	ACH
383548	07/01/25	FREDRICKSON PROPERTIES	1,348.00	R	ACH
383549	07/01/25	IMAGE APARTMENT	4,595.00	R	ACH
383550	07/01/25	JANESVILLE APARTMENTS	288.00	R	ACH
383551	07/01/25	JBLL EQUITIES LLC	478.00	R	ACH
383552	07/01/25	JPF PROPERTIES	473.00	R	ACH
383553	07/01/25	JULIE WERSAL	705.00	R	ACH
383554	07/01/25	KEG INVESTMENTS LLC	1,705.00	R	ACH
383555	07/01/25	KEITH MARTIN	1,400.00	R	ACH
383556	07/01/25	KLEVOS GREG	769.00	R	ACH
383557	07/01/25	L&L LEGACY PROPERTIES	876.00	R	ACH
383558	07/01/25	LINCOLN SQUARE APARTMENTS	7,906.00	R	ACH

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81	Checks total:	1,399,996.43
123	ACH total:	566,801.13
0	EFTPS total:	
9	Wire transfer total:	521,188.63
0	Payment Manager total:	
213	GRAND TOTALS	2,487,986.19



PURPOSE MEMO

TO: Mayor Jessop, City Council, City Administrator Busse, Assistant City Administrator Tuma, Police Chief Mundale, Park Director Dieckmann
FROM: Mark M. Walbran, City Attorney
DATE: June 18, 2025
RE: Approval of Proposed Ordinance No. 25-08 amending Chapter 93 of Title IX of the 2015 Ordinance Code adding thereto new 93.030 "Permits for Use of Designated Park Area"

Purpose:

Request Council approval of Proposed Ordinance 25-08 to amend Chapter 93, Title IX, of the 2015 Ordinance Code by adding thereto "Permits for Use of Designated Park Area".

Background:

This proposed ordinance follows two amendments made to our noise ordinances in February. § 93.209 entitled "Noise in Public Parks" and Ordinance § 95.030 adopting MPCA noise standards as required by statute.

A City can't grant exclusive use of a park but it may issue a permit for the rights to use designated areas such as a pavilion or green space for the event.

A study session regarding the proposed Ordinance was held prior to the last Council Meeting on June 3, 2025.

Council approved the first reading of this proposed ordinance during their meeting on June 17, 2025.

Budget Impact:

None.

City Staff Recommendation:

City staff recommend approval.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 93 OF TITLE IX OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED "HEALTH AND SANITATION' NUISANCES" BY ADDING THERETO NEW SECTION 93.030 ENTITLED "PERMITS FOR USE OF DESIGNATED PARK AREA".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OWATONNA, MINNESOTA DO ORDAIN:

Section 1. Chapter 93 of Title IX of the 2015 Ordinance Code of the City of Owatonna entitled "Health and Sanitation; Nuisances" is hereby amended by adding thereto § 93.030 to read as follows:

§93.030 Event Permits for Use of Designated Park Area.

(A) *Definitions.* The following definitions shall apply unless the context clearly indicates otherwise.

- (1.) "Designated Area" means the specific area, shelter, pavilion, trail, greenspace, or other facility for which the Event Permit is issued. The Event Permit does not give exclusive use of the Park to the Permittee, but does grant the Permittee the rights to use the Designated Area during the time for which the Event Permit is issued. The Park is still open to the public. Notice of the Event Permit shall be posted at the Park entrance or other conspicuous locations and at the Designated Area. The Permittee must have the Event Permit in their possession as evidence of the right to use the Designated Area.

- (2.) "Event" means and includes community events including, but not limited to, Relay for Life, Harry Wenger Band Festival, the Farmers Market, Downtown Thursdays, parades, and Pride in the Park. Events include other special events and performances of a similar nature as determined by the Park and Recreation Board from time to time.
- (3.) "Participant" means and includes persons assisting the Permittee organizing the Event, persons performing in the Event, persons registered for the Event, if required, or persons who hold tickets to the Event, if any, or persons otherwise attending the Event.
- (4.) "Permittee" means the person or organization which has been issued an Event Permit by the City.
- (5.) "Special Services" means and includes the exclusive allocation of City resources, including, but not limited to, City personnel, if available, and equipment, property or facilities, if available, for use in conjunction with a specific Event, as requested by the applicant or as required by the City.
- "Special Services" are not provided by the Park and Recreation Department. Requests for special services may be granted or denied at the sole discretion of the City. The cost of Special Services shall be prepaid prior to the Event. Permittee shall be responsible to reimburse to the City for any expenses incurred over and above the prepaid amount.

(B) *Application.* A Permit application is available from the City online at Owatonna.gov and shall be submitted to the City at least 60 days before the date of the proposed Event together with a map of the Designated Area and the applicable Permit fee, as established by the City Council from time to time.

(C) *Approval of Permit.*

(1) The City Council may issue a Permit for use of a Designated Area of park and park facilities if the Event is

(1) consistent with public use and enjoyment of the park;

(2) does not endanger persons using the park or park property; and

(3) is not a nuisance as prohibited under § 93.029 "Noise in Public Parks" or § 95.05 "Public Nuisance Noises Prohibited" except as permitted by the City.

(2) The Permit shall state the dates and times of the Event together with any restrictions, requirements, or other conditions the City deems necessary, including, but no limited to, any requirements for security personnel and liability insurance.

(D) *Denial.* Any applicant whose application for a permit has been denied by the City Council may appeal such denial by delivering to the City Administrator a request for reconsideration of the denial by the City Council. The Council shall promptly hear the request for reconsideration within 10 days of the request and issue its decision within 10 days following the hearing.

(E) *Legal Compliance.* Permittees and Participants will comply with all federal and state statutes and regulations and City Ordinances, regulations, policies, and any special conditions as may be required by the City Council, in its sole discretion.

(F) *Interference.*

- (1) If a person or persons other than Participants are in the Designated Area upon the Permittee's arrival, or who interferes with Permittees use of the Designated Area, the Permittee shall show such person or persons the Event Permit and politely request that they leave the Designated Area. If any problem arises out of the Permittee's use of the Designated Area, the Permittee shall contact the Owatonna Police Department.
- (2) No person shall in any manner disturb, interrupt, disrupt or interfere with any Permitted Event, including causing any loud noise by the use of any sound amplification device, or by other means, in violation of City Ordinances § 93.029 "Noises in Public Parks" and § 95.05 "Public Nuisance Noises Prohibited".

(G) *Penalty.*

- (1) This section may be enforced by injunction, action for abatement or other appropriate civil remedy.
- (2) Any person who violates any provision of this section is guilty of a petty misdemeanor and shall, upon conviction, be subject to a fine of not more than \$300. When, however, the violation is preceded by two or more

convictions within the immediate preceding 12-month period, the violation thereof shall be a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both.

- (3) In all cases, the City shall be entitled to collect the costs of prosecution to the extent provided by law, Rules of Criminal and Civil Procedure and the Rules of Court. Each act of violation and each day a violation occurs or continues constitutes a separate offense.

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

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

Aye:
No:
Absent:

Approved and signed this _____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk/Treasurer

Summary Publication

City of Owatonna ORDINANCE 1675

Permits for Use of Designated Park Areas

On July 1, 2025, the Owatonna City Council adopted Proposed Ordinance 25-08, now known as Ordinance 1675 to amend the City's 2015 Code of Ordinance regarding Permits for Use of Designated Park Areas.

Notice is hereby given that pursuant to Minn. Stat. § 333A.01, subd. 10, and Sec. 4.7 of the City Charter, a summary of Ordinance No. 1675 provided as follows:

Ordinance No. 1675 entitled "Permits for Use of Designated Park Area" provides for the issuance of Event Permits for use of "Designated Park Areas", such as a specific green space or pavilion, for a Special Event, such as Relay for Life, Harry Wenger Band Festival, Parades, etc. Applications for Event Permits are available online at owatonna.gov. The permit holders and participants and member of the public attending the event are granted the right to use the Designated Park Areas for the Special Event. The Park remains open to the public. Event Planners and participants must abide by all laws, ordinances, and any special conditions.

No person shall in any manner disturb, interrupt, disrupt or interfere with any Permitted Event, including causing any loud noise by the use of any sound amplification device, or by other means, in violation of City Ordinances § 93.029 "Noises in Public Parks" and § 95.05 "Public Nuisance Noises Prohibited". The Ordinance may be enforced by injunction, action for abatement or other appropriate civil remedy. Any person who violates any provision of this section is guilty of a petty misdemeanor and shall, upon conviction, be subject to a fine of not more than \$300. When, however, the violation is preceded by two or more convictions within the immediate preceding 12-month period, the violation thereof shall be a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both.

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

First Reading Date	June 17, 2025
Second Reading Date:	July 1, 2025
Publication Date:	July 5, 2025
Effective Date:	July 5, 2025

Dated: July 1, 2025

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



PURPOSE MEMO

TO: Mayor Jessop, City Council Members, City Administrator Busse, Assistant City Administrator Tuma, and Chief of Police Mundale
FROM: Mark M. Walbran, City Attorney
DATE: June 25, 2025
RE: Correct the Noise in Parks Ordinance Adopted on February 18, 2025

Purpose:

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

Background:

On February 18, 2025, the City Council amended City Code Section §93.029 entitled "Noise in Public Parks" prohibiting the use of sound amplification systems such as megaphones, bullhorns, and public address systems. The Council provided exceptions to the prohibition, including persons who have obtained a permit for such use as provided in Subsection (J). Inadvertently, Subsection 93.029(G), (ii) referred to Subsection (I) when the correct reference is to subsection (J). Proposed Ordinance 25-09 corrects this mistake.

Budget Impact:

None

City Staff Recommendation:

City staff recommend approval of this first reading of Proposed Ordinance 25-09 with plans for the second/final reading during the next Council Meeting on July 15th.

Proposed Ordinance No. 25-09
ORDINANCE NO. _____

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

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

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

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

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

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 1.

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

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

Aye –

No –

Absent -

Approved and signed this ____ day of _____, 2025.

ATTEST:

Matt Jessop, Mayor

Kris M. Busse, City Administrator

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



To: Owatonna City Council
From: Roger Warehime, General Manager, Owatonna Public Utilities
Date: 6/3/25
Subject: Request for Adjustment to OPU Commission Compensation

I am writing to respectfully request an adjustment to the monthly compensation for members of the Owatonna Public Utilities Commission. The current compensation of \$125 per month was established in 2013 and has remained unchanged for over a decade.

To provide context, when the OPU Commission's compensation was last adjusted in 2013, it was set at roughly 21% of the City Council's monthly compensation, which was \$600 at the time. As of 2023, City Council compensation has increased to \$1,000 per month. Applying the same 21% ratio today would suggest a monthly amount of approximately \$210 for OPU Commissioners.

After reviewing compensation levels across municipal utilities in Minnesota, we found a wide range—from \$0 to \$583 per month—with the average among those who provide compensation being \$215. Based on these comparisons, I am requesting that the City Council consider increasing the monthly compensation for OPU Commissioners to \$250.

The Owatonna City Charter makes clear that the Commission holds "the entire management and control" of Owatonna Public Utilities and explicitly authorizes the City Council to set compensation for members "for services actually rendered." This authority provides a clear basis for reviewing and updating the current compensation level. The responsibilities entrusted to the Commission are distinct from those of other city boards or commissions, which are not compensated. The OPU Commission functions as a board of directors, overseeing a \$70 million budget and is responsible for rate-setting, long-term capital investment, financial stewardship, regulatory compliance, and strategic direction across electric, water, and natural gas utilities.

Owatonna Public Utilities has earned national recognition for its reliability, customer service, and operational excellence. As we look to the future, we want to ensure we continue to attract and retain highly capable, community-minded individuals willing to serve in this vital role. While no one joins the Commission for the money, a modest increase after more than a decade sends an important signal of respect for the Commissioners' time, expertise, and the significance of their work.

Thank you for your consideration. I would be happy to provide any additional information or answer questions the Council may have.

Respectfully,

Roger Warehime
General Manager
Owatonna Public Utilities

208 S. Walnut Avenue, P.O. Box 800, Owatonna, MN 55060

(507) 451-2480

owatonnautilities.com



RESOLUTION NO. 33-25

A RESOLUTION SETTING THE COMPENSATION
OF THE PUBLIC UTILITIES COMMISSIONERS

WHEREAS, Section 9.1 of Chapter IX of the Home Rule Charter of the City of Owatonna, as amended, provides for the establishment of the Public Utilities Commission which is charged with the entire management and control of the Owatonna Public Utilities; and

WHEREAS, the Commission consists of five members appointed by the Mayor and confirmed by a vote of the majority of the City Council who serve terms of five-year duration; and

WHEREAS, Section 9.4 of the Charter provides that the compensation for the members of the Commission is to be set by the Council from time to time; and

WHEREAS, the Council finds and determines that it is reasonable and necessary to provide for monthly compensation of \$250.00 monthly for a commissioners service;

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

1. The compensation for the members of the Public Utilities Commission shall be set at \$250.00 per month effective August 1, 2025.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: July 1, 2025
TO: Mayor and City Council
FROM:
SUBJECT: Resolution 34-25 MnDOT Grant Agreement - Airport Flexwing Mower

Purpose:

Request Council approval of Resolution 34-25 authorizing the acceptance of MnDOT grant agreement for funding participation.

Background:

The purchase of this equipment has been identified as a need to replace the existing airport 2012 flex wing mower. The existing mower was purchased under a previous MnDOT grant and will be sold with the purchase of the new equipment. Because the mower to be replaced was purchased utilizing 66% state funding, this percentage of the proceeds from the sale will be due to be paid back to MnDOT Aeronautics. Associated costs to acquire the equipment are as follows:

New John Deere FC20R Flex Wing Rotary Mower

State:	\$26,908.00 (70%)
City:	<u>11,532.00 (30%)</u>
	\$38,440.00

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

State:	\$ 5,667.00 (66%)
City:	<u>2,833.00 (34%)</u>
	\$ 8,500.00

Budget Impact:

The grant offer is for \$26,908.00, representing approximately 70% of the equipment cost. The city share of the airport equipment under the grant offer is \$11,532.00. The total cost to the city for the equipment will be approximately \$8,700 after the city share of the sale value of the existing mower is applied. This is budgeted for in the airport vehicle replacement fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 34-25 Accepting MnDOT Grant - Flex Wing Mower
2. State Equipment Grant Agreement-OWA-A7401-108.JAK

RESOLUTION NO. 34-25

A RESOLUTION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT
IMPROVEMENT EXCLUDING LAND ACQUISITION

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

1. That the State of Minnesota Agreement No. 1060166, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A7401-108 for acquisition of Flex Wing Rotary Cutter at the Owatonna Degner Regional Airport is hereby accepted.

2. That the Mayor and City Administrator are hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna upon receiving the grant in the amount of \$26,908.00.

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

Approved and signed this ____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

**STATE OF MINNESOTA
STATE AIRPORTS FUND
EQUIPMENT GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Owatonna, acting through its City Council, 3400 West Frontage Road, Owatonna, MN 55060 Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A7401-108**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - Grant Request Letter; Exhibit "B" - Credit Application, and Exhibit "C" - Cost split, are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this

Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
Purchase new 2024 John Deere FC20R Flex Wing Rotary Mower (\$38,440.00)	70% (\$26,908.00)	30% (\$11,532.00)

State:	<u>\$26,908.00</u>
Grantee:	<u>\$11,532.00</u>

4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$26,908.00.

4.4 Payment

4.4.1 **Invoices.** Grantee will submit invoices for payment by electronic e-mail. Exhibit B, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and upon completion of the services.

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.4.3 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.4.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State may make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.4.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.4.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.5 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant

closeout.

4.4.6 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

4.5 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658 or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Dave Beaver, Airport Manager

Phone (507) 774-7141 David.Beaver@owatonna.gov

City of Owatonna

3400 Frontage Road West

Owatonna, MN 55060

Or their successor.

If the Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the

State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at

State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action

requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Blank**
- 20 **Additional Provisions**
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION, as delegated

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT, for form and execution

By: _____

Date: _____



May 20, 2025

RE: Owatonna Degner Regional Airport
SFY 2025 State Grant Request

Luke Bourassa, PE
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

Dear Mr. Bourassa:

The City of Owatonna is requesting a grant from MnDOT Aeronautics for the Owatonna Degner Regional Airport for State Fiscal Year 2025. The grant request is for a Flex Wing Rotary Cutter. The mower will replace a mower tractor previously purchased under S.P. 7401-89. The old mower will be traded in with the purchase of the new equipment. Associated costs with this project are as follows:

New 2024 John Deere FC20R Flex Wing Rotary Mower	\$ 38,440.00
Trade in Mower previously purchased under S.P. 7401-89	\$ 8,500.00
TOTAL PROJECT COSTS:	\$ 38,440.00

6/16-Per email from Jenny B and approval from Arika J. trade is no longer valid. See attached email from Jenny B.

The City of Owatonna is requesting state participation for this project at \$21,241.33 and local funding for \$8,698.67 for a total grant request of \$29,940. This includes the value of the equipment being traded in for the new piece of equipment.

Please contact me if you have any questions.

Sincerely,

Dave Beaver
Airport Manager

OWATONNA DEGNER REGIONAL AIRPORT

3400 WEST FRONTAGE ROAD | OWATONNA, MN 55060 | OWATONNA.GOV | 507.774.7141

From: [Bahneman, Jennifer \(DOT\)](#)
To: [Krinke, Julie \(DOT\)](#)
Cc: [Bourassa, Luke \(DOT\)](#); [Conklin, Brian \(DOT\)](#)
Subject: Owatonna Equipment Grant - S.P. 7401-108
Date: Monday, June 16, 2025 10:19:41 AM
Attachments: [State Equipment Grant Agreement-OWA-A7401-108.JAK.pdf](#)

Hi Julie,

Dave Beaver called me and stated there was a misunderstanding w/his people regarding the trade-in of the old mower. They will not be trading it in at this time and will sell it outright later.

I talked to Arika, and she approved the change. Can you please update page 2 of the attached grant agreement, and e-mail it back to Dave yet today? I believe the only changes are under 4.1 and 4.3. If it's not possible to complete yet today, can you please let me know so I can notify him?

Also, just a reminder that an additional \$5,666.67 will need to be encumbered for this project. Thanks Julie.

Jenny

Jenny Bahneman
Grants Specialist Coordinator
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155-1800
jenny.bahneman@state.mn.us

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

Airport: Owatonna Degner Regional Airport Ident: OWA Sponsor: City of Owatonna State Project: State Agreement #: Description: <u>Project Name</u> Version Date: 5/20/2025						
Construction	Description	Total	State Funding Rate	State	Local	
		\$ -	0%	\$ -	\$ -	
		\$ -	0%	\$ -	\$ -	
		\$ -	70%	\$ -	\$ -	
	CONSTRUCTION SUBTOTAL		\$ -	\$ -	\$ -	
Engineering	Description	Total		State	Local	
		\$ -	0%	\$ -	\$ -	
		\$ -	70%	\$ -	\$ -	
		\$ -	70%	\$ -	\$ -	
	ENGINEERING SUBTOTAL		\$ -	\$ -	\$ -	
Administration	Description	Total		State	Local	
		New 2024 John Deere FC20R Flex Wing Rotary Cutter	\$ 38,440.00	70%	\$ 26,908.00	\$ 11,532.00
			\$	70%	\$	
		\$ -	70%	\$ -	\$ -	
	ADMINISTRATION SUBTOTAL		\$ 38,440.00	\$ 26,908.00	\$ 11,532.00	
Grant Amounts		\$ 38,440.00	\$ 26,908.00	\$ 11,532.00		
Grant Percentages		100.00%	70.00%	30.00%		



DATE: July 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 35-25 Wastewater Treatment Agreement - City of Medford

Purpose:

Requesting City Council approval of the proposed wastewater treatment agreement between the City of Medford and the City of Owatonna to collect Medford's sanitary waste and treat at Owatonna's Wastewater Treatment Facility.

Background:

In 2023, the City of Owatonna revised its bonding request from the State to include regionalization of our already under construction Wastewater Treatment Facility Expansion project by including the City of Medford. The mutual benefits both communities would receive proved to strengthen our request and ultimately led to the legislature committing \$26.5M to both communities' projects. When taking on treatment responsibility with another collection system, the MPCA requires an agreement between the two parties that defines a multitude of items including, but not limited to, maintenance responsibility of each collection system and treatment facility, capacity allocation, and user rates and charges.

The agreement presented is nearly complete. We are still working with Medford and their attorney on final language as well as determination of Medford Ordinance revisions and adoptions that will need to align with this agreement. Staff are asking for authorization to approve the agreement with pending potential non-substantive changes in the near future. We are requesting the flexibility to allow both sides' attorneys to craft potential changes in the agreement as we go through final review. Medford has bid on their project and is looking to receive final approval from the MPCA to start construction. This approach allows for flexibility to modify language without having to come back to the Council. Staff will rely on City Attorney Walbran and our expert Counsel to determine if changes to the agreement language should be brought back to Council.

Budget Impact:

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

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 35-25 Wastewater Treatment Agreement - City of Medford
2. Owa-Med Wastewater Agreement - 2025-07-01 CC
3. Addendum to Owa-Med WW Service Agreement - 2025-07-01 CC

RESOLUTION NO. 35-25
A RESOLUTION FOR AUTHORIZATION TO EXECUTE
A WASTEWATER TREATMENT AGREEMENT WITH THE
CITY OF MEDFORD

WHEREAS, the City of Medford request collection of their sanitary waste and treatment at the Owatonna Wastewater Treatment Facility; and

WHEREAS, a final agreement is being prepared to comply with city ordinance revisions and adoptions; and

WHEREAS, attorneys representing both entities will be authorized to approve the agreement with pending potential non-substantive changes.

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

1. A Wastewater Treatment Agreement with the City of Owatonna is hereby authorized.
2. That City Attorney Walbran is hereby authorized to execute the final Agreement and any amendments on behalf of the City of Owatonna.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Matt Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

OWATONNA-MEDFORD
WASTEWATER TREATMENT AGREEMENT

This Wastewater Treatment Agreement made and entered into as of the _____ day of _____, 2025 by and between the City of Medford, a municipal corporation of the State of Minnesota, hereafter referred to as “Medford” and the City of Owatonna, a municipal corporation of the State of Minnesota, hereafter referred to as “Owatonna” and jointly referred to as the “Parties.”

RECITALS

1. Owatonna is the owner and operator of Publicly Owned Treatment Works (“POTW”), which includes a sanitary sewer collection system and wastewater treatment facility (hereinafter, “Facility” or “POTW”) located within the City of Owatonna, County of Steele;
2. Owatonna holds an NPDES operating permit (MN0051284) (incorporated by reference herein) for the Facility and is regulated pursuant to the national and state disposal permit program administered by the Minnesota Pollution Control Agency under the Clean Water Act, as amended (33 USC 1251), and Minn. Stat. Chapters 115 and 116, and Minn. Rules Chapter 7001; and
3. Owatonna is a Delegated Pretreatment Authority pursuant to 40 CFR 403 and Minn. R. 7049 and shall fully and effectively implement and operate its approved pretreatment program according to its NPDES permit, City Code, the General and Categorical Pretreatment Regulations and other applicable federal, state, and local pretreatment regulations.
4. Medford has elected to decommission its wastewater treatment facility and installed a wastewater collection system (MCS), and intends to discharge its wastewater to the Owatonna Facility for collection and treatment in the future; and
5. Owatonna is willing to provide such treatment services upon the terms provided in this Agreement and is expanding the capacity of its Facility to, in part, accommodate the wastewater needs of Medford; and,
6. Medford and Owatonna are authorized by Minnesota Statutes Section 444.075 to own and operate their respective facilities and systems, charge reasonable rates for their use and, they acknowledge and agree the purpose of this Agreement is to cooperate and contract in the area of wastewater treatment, upon the terms and conditions provided herein; and
5. Medford acknowledges that it is familiar with the terms of the Owatonna Code of Ordinances and shall keep current on all revisions, including the provisions of Chapter 50 and 51, which shall apply to all persons, businesses and corporations that are users of the Facility, including Medford; and

6. Medford acknowledges that it is required to ensure that Medford City Code is generally consistent with Owatonna's City Code, that it gives Medford the authority to execute and implement the terms of this Agreement, and that from time-to-time Medford may be required to make amendments to its City Code to ensure that the City of Owatonna can comply with its NPDES permit and effectively implement its Delegated Pretreatment Program and related federal and state pretreatment requirements.
7. The Parties acknowledge that they are hereby entering into a limited scope Joint Powers Agreement pursuant to Minnesota Statutes Chapter 471.59, which authorizes Owatonna, on behalf of Medford, to effectively implement all applicable Delegated Pretreatment Program authorities and other joint powers, including certain emergency and enforcement powers within Medford's jurisdictional limits as enumerated below.

AGREEMENT

Section One

Definitions: Rules of Interpretation

1.1 Definitions. As used in this Agreement, unless the context clearly requires otherwise, the following terms have the following meanings, respectively:

- (a) "*Agreement*" means this Wastewater Treatment Agreement, as the same may be amended or supplemented,
- (b) "*CBOD*", "*pH*", "*TSS*" and any and all other technical terms or designations described in this agreement will have the meaning as described in the Owatonna Code.
- (c) "*Budget Year*" shall mean from January 1 through December 31 of the specified calendar year.
- (d) "*CCF*" shall mean one hundred cubic feet. One CCF equals 748 gallons.
- (e) "*Connection Point*" shall mean a point of connection between the City of Medford and City of Owatonna Wastewater Systems located at Owatonna's sanitary manhole SANMH-4878, located in the west ditch at the intersection of NW 36th St and County Road 45 (**See Exhibit 1**). The Connection Point shall delineate the point of ownership, operation, and maintenance responsibility between the City of Medford Wastewater System and the City of Owatonna Wastewater System.
- (f) "*Cost of Service Analysis*" or "*COSA*" shall mean a cost modeling principle used to evaluate the ability of a rate structure to generate revenue from user classes that is commensurate with the cost to service each class based upon the class-specific level of service. The COSA for the Owatonna WWTF and Collection system applicable to this Agreement may be updated from time to-time by Owatonna, typically annually, to ensure accurate and up-to-date cost information is used.

- (g) “*Delegated Pretreatment Program authorities*” means the applicable rules and regulations (see 40 CFR Part 403) issued under the Federal Clean Water Act, and applicable state (see Minnesota Rules Chapter 7049) and local authorities (see Owatonna Sewer Code and same or similar authorities to be adopted by Medford) related to the regulation of wastewater from industrial users. For purposes of this Agreement, Delegated Pretreatment Program authorities also refer to all applicable federal and state Categorical Pretreatment Standards and Regulations specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into a POTW by specific industrial users (see e.g., § 307(b) and (c) of the Clean Water Act, being 33 U.S.C. § 1317(b) and (c)) and all related authorities related to the regulation and control of industrial users contained in Owatonna’s NPDES permit.
- (h) “*Discharge*” means Medford wastewater delivered to the Owatonna Facility for treatment by Owatonna pursuant to this Agreement.
- (i) “*FOG*” shall mean *fats, oils and grease*.
- (j) “*Force Majeure*” shall mean a cause or causes beyond a reasonable control of the party claiming Force Majeure and shall include but is not limited to natural disasters, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind in the United States of America, or the State of Minnesota or Minnesota, or any civil or military authority, insurrections, riots, epidemics, lightening, fires, hurricanes, storms, floods, tornadoes, washouts, earthquakes, droughts, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines or facilities. However, the parties agree that a mere increase in operating costs shall not, by itself, constitute an event of Force Majeure.
- (k) “*OCC*” means *the Owatonna City Council*.
- (l) “*GPD*” means *gallons per day*.
- (m) “*Hydrogen Sulfide*” shall mean a colorless gas with a rotten egg odor, which is commonly referred to as “sewer gas”. Hydrogen Sulfide (H₂S) gas can be highly poisonous and highly corrosive in wastewater applications which can cause problems with toxicity, noxious odors, and the generation of corrosive sulfuric acid.
- (n) “*Industrial user*” means a person who discharges liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, or from the development of any natural resource.
- (o) “*Industrial waste*” shall mean water-borne solids, liquids or gaseous wastes resulting from and discharged, permitted to flow or escaping from any industrial, manufacturing or food processing operation or process or from the development of any natural resource, or any mixture of these with water or domestic wastewater as distinct from normal domestic wastewater.

- (p) *“Inflow”* shall mean groundwater that enters the wastewater system from inappropriate connections to the sewer system, such as sump pumps, roof drains, yard drains, drain tile or any other unidentified or convenient access connection to the sewer system.
- (q) *“Infiltration”* shall mean groundwater entering the wastewater system from defective pipe joints, broken pipes and service laterals and deteriorated manholes.
- (r) *“Light Significant Industrial User”* is a sewer discharger that discharges more than 10,000 gallons per day but does not exhibit the wastewater characteristics or industrial criteria of a Significant Industrial User.
- (s) *“MCS Service Area”* means Medford Collection System Service Area and refers to properties located within the City limits of Medford, or with Owatonna’s consent are not within the City limits but served by the MCS.
- (t) *Medford* shall mean the City of Medford, Minnesota.
- (u) *Medford Main Lift Station* shall mean the pumping facility located near the intersection of 4th Avenue NW and 4th Street NW (See **Exhibit 1**) that pumps Medford wastewater through the Medford Wastewater Interconnect Forcemain to the Connection Point.
- (v) *“Medford Ordinances”* means the wastewater disposal ordinance or ordinances to be adopted by Medford as a condition of connecting the MCS to the WWTF of Owatonna.
- (w) *“Medford Wastewater Interconnect Forcemain”* shall mean the dedicated forcemain from the Medford Main Lift Station to the Connection Point.
- (x) *“Medford Collection System”* or MCS (shall mean all properties and facilities, whether leased, owned, or otherwise controlled, operated or maintained by Medford, used for the collection, conveyance, and/or treatment of wastewater within Medford.
- (y) *“Medford Wastewater Meter”* shall mean the wastewater flow measuring device located within the Medford Wastewater Meter and Sampling Location that measures the wastewater flow from Medford prior to discharging to the Connection Point.
- (z) *Medford Sampling Location* shall mean the location housing the Medford Wastewater Sampling Point located at the Medford Main Lift Station (See **Exhibit 1**) that can be easily accessed by Medford and Owatonna staff.
- (aa) *“Normal domestic wastewater”* means wastewater for the city in which the average concentration of suspended materials and five-day BOD is established at 240 parts per million each, by weight.
- (bb) *“Owatonna Code”* means the Owatonna City Code of Ordinances and OCC resolutions, regulations and policies, as the same may be in effect, amended or supplemented from time to time regulating the availability, rates and charges for, and use of the WWTF.

- (cc) “*POTW*” or “Facility” means Publicly Owned Treatment Works, all collection system piping including existing interceptors and the wastewater treatment facility of the City of Owatonna.
- (dd) “*Residential Rate*” means that Owatonna residential user rate, as that rate may be amended from time to time by OCC pursuant to Chapter 35 and 50 of the Owatonna Municipal Code and any changes or amendments thereto made from time to time, including any future basis or change in basis upon, which such charges may be made.
- (ee) “*Sewer Access Charge*” or SAC shall mean a one-time fee paid to Owatonna when a Medford residence or business connects to the Medford Collection System for the first time.
- (ff) “*Significant Industrial User*” (SIU) is a sewer discharger that is:
- subject to categorical pretreatment standards
 - discharges 25,000 gallons per day or more of process wastewater (excluding sanitary, noncontact-cooling and boiler-blowdown wastewater)
 - contributes process wastewater which makes up 5% or more of the average dry weather capacity of the Owatonna WWTF
 - contributes process wastewater which makes up 5% or more of the organic capacity of the Owatonna WWTF
 - designates as such by the Owatonna WWTF because the industrial user has a reasonable potential for adversely affecting the wastewater treatment facilities operations and sewer system or for violating any pretreatment requirement.
- (gg) “*WWTF*” means the Owatonna wastewater treatment facility.

1.2 Rules of Interpretation.

(a) Except where the context clearly requires otherwise or a different meaning is provided herein each definition or abbreviation herein shall have the same meaning as in the Owatonna Code; reflexive terms such as herein, hereof, and hereunder refer to this Agreement; and party or parties refers to Medford, Owatonna, or both.

(b) The word “shall” is mandatory, denoting an obligation. The word “may” is permissive and, for example, does not and shall not be interpreted to denote or imply any obligation to exercise any such permissive right reserved to either Party. The word “including” shall be interpreted as, though the phrase “including without limitation” appeared in its stead. Provisions hereof referring to, or specifying compliance with applicable law include without limitation, all applicable state and federal laws, regulations, rulings, agency or other administrative rules, permits, and directives, court, decisions, and all applicable ordinances of the Parties, including the Owatonna Code; and all changes to or supplements of applicable law shall upon their date of effect be deemed an amendment hereof.

Section Two

Connection to POTW; Conditions Precedent; Basic Terms

2.1 Preconditions. Medford and Owatonna agree that the MCS may be connected to the POTW upon satisfaction of the following conditions:

- (a) Execution of this Agreement.
- (b) Medford's Payment of the Initial Sewer Access Charge referenced in Section 7 of this Agreement, within 90 days of execution.
- (c) Within 180 days of execution of this Agreement and prior to Owatonna's permitting of any Significant Industrial User within the MCS system, Medford shall adopt, upon review and approval of Owatonna, any necessary amendments to its Ordinances as outlined in Section 8 of the Agreement.

2.2 Ownership. Nothing in this Agreement shall interfere with limit, or otherwise prohibit or effect the discretion of Owatonna respecting its ownership, maintenance, operation, or governance of the POTW and/or Facility.

(a) The rights in the POTW granted to Medford hereunder are connection and use rights, and Medford shall have no incidents of ownership of the POTW.

(b) The MCS, and the interceptor up until the point of connection shall be and remain the property of Medford, subject to Owatonna's non-ownership rights and interests therein provided hereunder.

Section Three

Medford Collection System

3.1 Collection System Limits. Medford shall own, operate, and maintain the MCS in compliance with applicable law. Medford at its expense, shall design, plan, lay, install, construct, operate, maintain, inspect and keep in repair its own public sanitary sewer collection system, so that such facilities and all user connections thereto at all times strictly conform with all State and Federal laws and regulations, the applicable ordinances of Medford and Owatonna, the State Plumbing Code and the terms of this Agreement.

(a) MCS shall serve only the properties within the Medford city limits and Medford shall not extend MCS beyond those limits or otherwise cause or permit a discharge arising from sources outside those limits to enter the MCS. The MCS shall extend to all present and future potential users within the Medford city limits. The MCS shall not be a selective collection system or

otherwise targeted for a particular user, users, or class of users, but shall be a broad-based, generally available system, for the entire MCS Service Area to the fullest extent possible. All existing and future units of every class shall be required by Medford to connect to the MCS where so available from time to time.

(b) MCS may, via annexation or other means, pursue expansion of the MCS and its service area in a manner consistent with section 3.2 below. The Parties acknowledge that the capacity allocation provided within this agreement accounts for projected growth in Medford, which may include areas not yet annexed to Medford city limits.

3.2 Annexation and/or Expansion of the MCS. Prior to commencing an action to annex additional areas into the Medford City limits or otherwise expand the MCS, Medford shall provide written notice to Owatonna and the parties shall work in good faith to resolve wastewater treatment issues likely to result from such annexation and/or MCS expansion. Any additions, expansions, or replacements to the MCS shall be subject to review and approval by Owatonna prior to construction and shall always strictly conform with and be constructed in accordance with all Federal, State, and local laws and regulations, applicable ordinances of Medford and Owatonna, the State Plumbing Code, and the terms of this Agreement. All costs incurred by Medford in designing, constructing, replacing, expanding or improving pipes and other appurtenances necessary for delivering the wastewater flow from the MCS to Owatonna's POTW shall be paid by Medford.

(a) Prior to the construction, expansion or replacement of the MCS or any portion thereof, Medford shall, when required to do so by state law, submit plans and specifications for the proposed construction, improvement, expansion or replacement to the MPCA or another State agency, and submit the same plans and specifications as are submitted to the MPCA or other agency to Owatonna for its review, with the submittal being as nearly simultaneous as practicable.

(b) Upon receipt of such proposed plans and specifications for the MCS, Owatonna shall have sixty (60) days to review and make any written objections, which Owatonna may have to the proposed plans and specifications. In the event of an objection, Owatonna shall specify in writing the reasons for its objection and provide a written report of those findings to Medford.

(c) Owatonna shall base any objection to the proposed plans and specifications on their conformity with the standards and specifications of the Owatonna POTW, applicable Owatonna ordinances, the terms of this Agreement, including but not limited to Medford's compliance history and ability to comply with the limitations on flow and loading contained in Section 6 and any applicable State and Federal laws and regulations.

(d) In the event of an objection, Medford may resubmit its plans and specifications taking into consideration Owatonna's objections. Upon resubmittal by Medford, Owatonna shall have an additional thirty (30) days from receipt of the resubmitted plans and specifications to comment. The Parties agree that the requirements and timelines of this section may be modified or extended by the parties by signed written agreement. The Parties agree that the requirements and limitations set forth in Minnesota Statutes Section 15.99 do not apply to the approvals described in this paragraph.

(e) If plans and specifications are not required to be submitted to the MPCA or another State agency for the construction, improvement, expansion or replacement of the MCS or any portion thereof, Medford shall provide written notice to Owatonna of said plans.

3.3. New Connections to MCS. Medford may make new connections to the MCS within Medford City limits and the lawfully established MCS service area. However, prior to permitting, constructing or otherwise making any new connections to the MCS, Medford should provide Owatonna with written notice. The notice shall include sufficient information about the user classification (i.e. residential, commercial, industrial) and quantity of the connection(s) to allow Owatonna to establish the applicable connection fee due Owatonna and otherwise ensure that said connection complies with this Agreement and Owatonna's NPDES permit and Delegated Pretreatment Program authorities. Notwithstanding the above, Medford agrees that in no event shall any Significant Industrial User, or any commercial or industrial user that has the potential to discharge wastewater that is stronger than normal domestic wastewater be permitted or connected to the MCS system until Owatonna has determined (1) that an industrial wastewater discharge permit is not required for the proposed project, or (2) that Owatonna has adopted and issued an industrial user permit or other applicable control mechanism to said industrial user that is consistent with applicable Delegated Pretreatment Program authorities. Owatonna's administration of applicable Delegated Pretreatment Program authorities within Medford's jurisdictional limits is addressed in Section 8 of this Agreement.

3.4 Limitation on new connections and expansion of MCS due to noncompliance. In the event that Medford violates the monthly average flow or monthly mass loading limits contained in Section 6 of the Agreement in any four (4) or more of the most recent twelve (12) months, Medford shall not pursue any expansion of or allow any additional connections or hook ups to the MCS without the express written consent of Owatonna. After a period of noncompliance as described above, Medford may pursue expansion and allow additional connections to the MCS consistent with Section 3 so long as it has attained and maintained compliance with the limits contained in Section 6 in any nine (9) of the most recent twelve (12) months.

Section Four

Metering/Sampling Station/Extent of Service

4.1 Metering Records. Medford shall keep records and reports of the Medford Wastewater Meter to be used in conjunction with the MCS and shall provide copies to Owatonna at Owatonna's request.

- (a) Medford shall document daily flow readings from the Medford Wastewater Meter.
- (b) Medford's sewer bill payable to Owatonna shall be based on the monthly flow total from the Medford Wastewater Meter.

- (c) The Medford Wastewater Meter shall be calibrated annually by an independent consultant. Owatonna may be present at the calibration and the calibration report shall be shared with Owatonna. Medford shall pay the cost of the annual calibration.
- (d) Owatonna reserves the right to enter and inspect the flow meter and to perform additional calibrations at its own cost, after providing notice to Medford.
- (e) Any disputes about the accuracy of the daily flow reading shall be addressed consistently with Section 12.3 of this Agreement.

4.2 Sampling Station. Medford shall provide a suitable and accessible location for sampling the wastewater at the Medford Main Lift Station. Owatonna reserves the right to sample Medford's wastewater at its discretion to verify the Medford wastewater characteristics still exhibit typical domestic strength wastewater.

4.3 Extent of Service. The Parties acknowledge that at the time of execution of this Agreement the wastewater composition from Medford exhibits typical domestic strength waste concentrations of CBOD, TSS, FOG, phosphorus, ammonia and other common domestic constituents. To ensure compliance with this Agreement, Owatonna's NPDES permit, and to protect Owatonna's POTW, Medford Agrees to the following:

- (a) Medford shall under no circumstances allow and shall take such actions as are necessary by ordinance or otherwise to prohibit its collection system from receiving wastewater discharges in excess of the maximum flow or loading limits as stated in Section 6, unless Owatonna expressly agrees otherwise in writing. Medford agrees to voluntarily, or at the request of Owatonna, take such actions as are necessary, including suspension, restriction or termination of sewer service, to prohibit any user of the MCS system from causing or contributing to a violation of any of the discharge parameters in Section 6.
- (b) Notwithstanding any language to the contrary in Section 15.4, the Parties agree that discharge flow and wastewater quality concentration limits established in this Section 6 of this Agreement are subject to periodic review and may change based on new NPDES permit or other applicable legal and regulatory requirements.
- (c) Medford agrees that it will strictly conform to and not exceed the maximum limits stated in Section 6 of this Agreement unless otherwise agreed to in writing by Owatonna. Medford may request an additional allocation of flow and/or loading by submitting a written request to Owatonna. Owatonna, upon receipt of such a request, shall reasonably reconsider the flow and loading allocation for Medford. Medford shall include sufficient factual information to enable Owatonna to make an appropriate review of allocation needs in addition to supplying any additional information requested by Owatonna and cooperating with any independent investigation by Owatonna which Owatonna deems necessary or desirable.
- (d) In the event of approval, Owatonna may, based on its review and to the extent that the design capacity of the Owatonna POTW allocated to all users of the Owatonna POTW

permits, assign Medford an increased flow and/or loading allocation at the level requested or at some lesser level which in the judgment of Owatonna is appropriate.

- i. In the event that Medford requests an increase to its flow or loading allocation and Owatonna, in its judgment, cannot accommodate the request without expanding Owatonna's POTW, then the Parties shall work in good faith to negotiate an Expansion Agreement that would address the timing and cost allocation for any expansion to Owatonna's POTW that is necessary to accommodate Medford's requested flow and loading increase.
- (e) Under no circumstances shall Medford increase or allow increased discharges exceeding the limits stated in this Agreement unless Medford receives written notice or approval from Owatonna granting the capacity allocation increase. The letter of approval from Owatonna specifying the new discharge parameters shall be adopted by resolution of both governing bodies and by such actions becomes a part of this Agreement.
- (f) The Parties agree that the requirements and limitations set forth in Minnesota Statutes Section 15.99 do not apply to the approvals described in this section.

Section Five

Maintenance Agreement

5.1 Medford Maintenance Responsibility. Medford shall be responsible for all maintenance and replacement costs, including materials and labor, associated with the MCS and Medford's Wastewater force main. Medford shall conduct such maintenance as may from time-to-time be necessary.

5.2 Requests for essential maintenance to MCS. If in the determination of Owatonna's personnel, essential maintenance of the MCS or the force main is required for the protection of the Owatonna collection system, or WWTF, Owatonna shall provide a written request to Medford for essential maintenance. Upon making such a request the parties shall work in good faith to negotiate the scope and a schedule for such maintenance to be conducted by Medford at its cost. If Medford unreasonably delays in its efforts to conduct essential maintenance reasonably requested by Owatonna and it results in damage to Owatonna's POTW, Medford shall be responsible for the damages including all costs associated with any necessary repair or replacement.

5.3 Emergency Maintenance. If emergency maintenance of the MCS or the force main is necessary to prevent or stop significant damage to Owatonna's POTW and/or Facility, Owatonna shall provide Medford notice via telephone or other electronic means and request that Medford conduct such emergency maintenance as soon as possible. If Owatonna makes a reasonable request for Medford to conduct emergency maintenance of the force main or MCS, and Medford fails to conduct the maintenance within the requested time period, Owatonna personnel may undertake some or all of the requested emergency maintenance of Medford's force main and/or the MCS as Owatonna reasonably determines necessary for the protection of the Owatonna collection system and/or WWTF. All costs reasonably associated with such emergency action taken by Owatonna to address Medford's force main or the MCS shall be paid by Medford as a maintenance charge. If

Medford unreasonably delays in its efforts to conduct emergency maintenance reasonably requested by Owatonna or interferes with Owatonna's attempt to conduct such maintenance, and it results in damage to Owatonna's POTW, Medford shall be responsible for the damage including all costs associated with any necessary repair or replacement.

Section Six

Medford Capacity Allocation

6.1. Capacity Allocation. Medford acknowledges that the WWTF is subject to flow, load and other limitations due to a variety of factors, including Facility size and capacities and current or future federal and state laws or regulations and the Owatonna Code, as well as current and future needs of Owatonna. Medford recognizes that Owatonna's willingness to enter into this Agreement is subject to Owatonna's primary responsibility to meet its own present and future wastewater treatment needs and accordingly, is premised on an allocation to Medford of not more than 220,000 gallons per day of discharge as an average for any calendar month (the "GPD Allocation"). The maximum flow from Medford for any 24-hour period shall not exceed 440,000 gallons per day (the "Peak Day Allocation"). Medford shall record daily flows and monthly totals from the Medford Wastewater Meter located at the Medford Main Lift Station.

6.2 Loading Allocation. Owatonna's sewer charge to Medford for accepting and treating Medford's wastewater is based upon Medford discharging typical domestic strength wastewater. Medford shall be permitted to discharge the following loads and concentrations, which are based upon typical domestic strength wastewater. The mass loadings are based upon the GPD Allocation of 220,000 gpd.

(a) CBOD5

1. CBOD5 concentration <240 mg/L
2. CBOD5 mass loading per month:<13,220 lbs/month

(b) TSS

1. TSS concentration <240 mg/L
2. CBOD5 mass loadings:<13,220 lbs/month

(c) Total Phosphorus (TP)

1. TP concentration <10 mg/L
2. TP mass loadings:<550 lbs/month

(d) Ammonia, as TKN

1. Ammonia, TKN concentration <60 mg/L

2. Ammonia, TKN mass loadings:<110 lbs/month

(e) Medford shall also limit delivery of discharge to the WWTF containing regulated substances (including, but not limited to, nutrients, heavy metals, chemicals, pesticides and herbicides) that are currently or in the future limited by Owatonna, County, State or Federal regulations to the levels permitted by such Owatonna, County, State or Federal requirements.

(f) Medford shall not discharge or cause discharge either directly or indirectly of any of the substances, materials, waters, or other waste prohibited by Chapter 50 or 51 of the City's Code (as amended), which is incorporated by reference herein.

(g) Medford and Owatonna acknowledge the importance of minimizing objectionable odors and hydrogen sulfide gas in the collection system. Owatonna also recognizes that Medford has incorporated design elements into the connection to Owatonna's POTW to address odors and hydrogen sulfide gases at the Connection Point. In the event that odors and hydrogen sulfide gas continue to be an issue at the Connection Point or within the POTW, Medford agrees to work in good faith with Owatonna to develop and implement alternatives solutions to remedy odor and hydrogen sulfide issues. Medford agrees to operate and maintain pretreatment or upstream odor control measures as needed.

6.3 Fines and Penalties for Violations. Medford's discharge shall otherwise comply with this Agreement, Owatonna's NPDES permit, and Owatonna City Code. If Medford violates the above flow and loading limits or any other terms in this Agreement or City Code, Owatonna may impose a penalty of up to \$1,000 per day per violation. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. A violation of a monthly average flow or loading limit constitutes a separate and distinct violation for each day of the applicable month. Prior to issuing fines or penalties to Medford, Owatonna shall provide a written notice of violation. In addition to the fines and penalties provided herein, Owatonna may recover reasonable attorneys' fees, court costs, and other expenses of litigation necessary to enforce any applicable fine or penalty. Notwithstanding any language in this Agreement to the contrary, if Medford's noncompliance with any term in this Agreement causes a deposit, obstruction, damage or other impairment to Owatonna's POTW and/or WWTF, Medford shall be liable to Owatonna for any expense, loss or damage caused by the violation. Owatonna may add to Medford's charges and fees the costs assessed for any cleaning, repair or replacement work caused by the violation.

Section Seven

Charges, Fees & Surcharges

7.1 In consideration for the connection to and use of the Owatonna POTW, Medford agrees to pay Owatonna charges, user fees, and surcharges consistent with this section.

7.2 Initial Sewer Access Charge. Medford agrees to pay Owatonna an initial sewer access charge (SAC) that is based upon the number of residential and commercial sewer connections in Medford. The SAC charge shall be based upon Owatonna's current sewer access charges, as

defined in Chapter 35 of the Owatonna Code of Ordinances and detailed in Charges and Payment Addendum (as amended). Medford's initial sewer access charge is **\$1,195,944**, which shall be paid within 90 days of execution of this agreement.

7.3 Future Sewer Access Charges. For future sewer connections to the Medford wastewater system, Medford agrees to pay Owatonna a SAC for each new connection based on the classification of the new sewer connection under the Owatonna Code of Ordinances. The SAC shall be based upon the current SAC charges at the time of the connection, as defined in Chapter 35 of the Owatonna Code of Ordinances and detailed in Appendix A (as amended). Consistent with section 3.3 Medford shall provide notice to Owatonna of all new connections to the MCS and pay Owatonna all new SAC charges within 30 days of the new sewer connection to the Medford Collection System.

7.4 User Fees. Medford agrees to pay a monthly user fee to Owatonna. The parties agree to utilize Owatonna's most recent cost-of-service analysis (COSA) for the WWTF and Collection System as the basis for establishing Medford's user fees payable to Owatonna. The user fee will be determined by using the most recent COSA and the applicable user rates as adopted in Appendix A of Chapter 35 of the Owatonna Code of Ordinances (as amended) with an adjustment for utility costs and for Medford's proportional (reduced) use of the Owatonna collection system. Owatonna's monthly user fee for its residents at the time of this Agreement is \$3.38 per CCF. This user fee is adjusted using the COSA to be applicable to Medford as shown in the Charges and Payment **Addendum**. The adjusted user fee will be applied to wastewater discharged by Medford into the Owatonna collection system as measured by a calibrated Medford Wastewater Flowmeter as installed at the agreed point of connection. The Charges and Payment Conditions **Addendum**, as amended, contains details and examples about how the user fee is calculated and applied to Medford.

7.5 Monthly Service Charge. In addition to SAC charges and monthly user fees, Medford agrees to pay a monthly service charge based upon the classification of the sewer connection, the quantity of said connections, and the service charge schedule as adopted in Appendix A of Chapter 35 of the Owatonna Code of Ordinances (as amended). The monthly service charge will utilize the adopted service charge at the time of the billing. The monthly service charges at the time of this agreement applicable to Medford is **\$10,328.16**. The Charges and Payment **Addendum** (as amended) contains details and examples about how the Monthly Service Charge is calculated and applied.

7.6 Excess Flow and Loading Surcharge. If Medford's discharges to the Owatonna system exceed the monthly average or daily maximum flow or pollutant (e.g., COBD and TSS) loading allocations contained in Section 6, Owatonna may impose a flow and loading surcharge of **three times** the applicable user fee. Any surcharge is applied in addition to the base user fee as defined in section 7.4 and any applicable fines and penalties. The surcharges only apply to the excess flow and loading and for the duration of the excess flow and loading. If there have been no previous exceedances of the monthly average or daily maximum flow or pollutant loading allocations contained in Section 6 within the most recent 12 months, Owatonna shall provide Medford written notice and a reasonable time (not-to-exceed 30 days) to cure the cause of the exceedance before imposing surcharges.

7.7 Billing & Payment. Unless otherwise stated herein, Owatonna shall bill all applicable charges, user fees and surcharges to Medford monthly. Payment is due within 30 days receipt of the bill.

7.8 Remedies for non-payment. Failure of Medford to submit timely payment for charges, user fees, and surcharges properly due and payable pursuant to this Agreement and the Owatonna Code of Ordinances may be subject to penalties, costs, attorney's fees, certification for collection, and/or civil action, in lieu of or in addition to other remedies specified in the Agreement or any other remedies otherwise available to Owatonna at law.

7.9 Process for updating applicable charges, fees and surcharges. From time-to-time Owatonna may, via a duly adopted ordinance or resolution, adjust or amend the sewer access charges, user fees, and service charges contained in the Owatonna City Code and Fee Schedule (Appendix A of Chapter 35 of Owatonna City Code). Any such amendments of the Owatonna City Code and Fee Schedule shall automatically result in an amendment to the user rates and charges for Medford in a manner consistent with this Agreement, the most recent COSA, and the Payment and Charges **Addendum**. Any amendments to the sewer access charges, user fees, and service charges for Medford based on duly adopted amendments to the Owatonna City Code and Fee Schedule, shall be effective immediately or at some later date determined by the City of Owatonna, as if they were originally included herein. All rates, fees, and charges applicable to Medford shall be reasonable, equitable, and otherwise comply with Minnesota Statutes Sections 444.075.

- (a) Notice. Prior to adjusting the fees, rates or charges applicable to Medford and/or making amendments to the Owatonna Code of Ordinances that would result in an increase in rates, fees or charges for Medford, Owatonna shall provide Medford with at least thirty days' written notice. The notice shall contain a copy of the proposed new rates, fees, and charges along with the most recent COSA.

Section Eight

Medford Ordinances & Owatonna Implementation of Delegated Pretreatment Program Authorities in Medford

8.1 Medford's Adoption of Ordinances. Medford shall adopt and enforce a local sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance of Owatonna (Chapter 50 and 51 of Owatonna's Code, as amended). Specifically, Medford shall adopt a sewer use ordinance that authorizes and empowers Owatonna to implement and enforce its Delegated Pretreatment Program authorities and all related and applicable powers contained in Owatonna's sewer use ordinances and NPDES permit as applied to industrial users within Medford City limits and the MCS service area. Medford will adopt or amend its sewer use ordinance within 180 days of execution of this Agreement after receiving approval from Owatonna that said ordinance is sufficient to Comply with Owatonna's Delegated Pretreatment Authority. No Significant or Categorical Industrial User shall be permitted in Medford by Owatonna until such time that Medford adopts the updated sewer use ordinance provides for in this section.

- (a) Revisions to sewer ordinances. Whenever Owatonna revises its sewer use ordinance, it will forward a copy of the revisions to Medford. Medford shall adopt revisions to its

sewer use ordinance that are at least as stringent as those adopted by Owatonna. Medford will forward to Owatonna its proposed revisions for review by Owatonna within 30 days of receipt of Owatonna's revisions. Medford will adopt its revisions addressing Owatonna's revised ordinances within 30 days of receiving approval from Owatonna of the content thereof.

(b) Adoption and revisions to local limits. Medford will adopt pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Owatonna within 180 days of the date of this Agreement. If Owatonna makes any revisions or additions to its local limits, Owatonna will forward to Medford a copy of such revisions or additions within 15 days of enactment thereof. Medford will adopt any such revisions or additions within 30 days of receipt thereof.

8.2 Authorization for Owatonna to regulate industrial users on behalf of Medford pursuant to Minnesota Statutes Chapter 471.59. Medford hereby authorizes Owatonna to exclusively implement and enforce all applicable Delegated Pretreatment Program authorities and other joint powers contained in the sewer use ordinances of the Parties, against any industrial users located in Medford city limits and the MCS service area. The Parties do not hereby establish a Joint Powers Board pursuant to Minnesota Statutes Chapter 471.59, subd. 11.

(a) Owatonna, on behalf of Medford, shall perform technical and administrative duties necessary to implement and enforce the Delegated Pretreatment Program authorities and other applicable joint powers contained in sewer use ordinances of the Parties. Owatonna may take any action necessary, within Medford City limits and the MCS service area, to implement and enforce said Delegated Pretreatment Program authorities and other applicable joint powers contained in the Parties sewer use ordinances, including, but not limited to the following: updating any necessary industrial user or waste survey; issuing permits or other control mechanisms to all industrial users required to obtain a permit; conduct inspections, sampling, and analysis of all applicable industrial users; take all appropriate enforcement action as outlined in Owatonna's enforcement response plan and authorized by the Parties ordinances, including, but not limited to, the issuance of notices of violation and administrative orders, mandating corrective actions, and imposing surcharges, fines and penalties; perform any other technical or administrative duties necessary, such as the development of local limits, imposition of industrial user rates and charges, and mandating and enforcing pretreatment requirements; and enforcement of all of the above applicable powers and authorities in courts of law.

(b) In addition to the above, Owatonna may, on behalf of Medford, take any necessary emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause damage to the Owatonna WWTF and collections system, violations of Owatonna's local limits or NPDES permit, or otherwise threatens to cause interference, pass through, or sludge contamination.

(c) No industrial user located outside Medford City limits of the MCS service area shall be authorized to connect to or discharge to Medford's collection system without Owatonna's approval and without first entering into an agreement with the jurisdiction in which such industrial user is located.

(d) Medford shall reimburse Owatonna for all costs incurred in implementing and enforcing the Delegated Pretreatment Program authorities and other applicable joint powers described above on behalf of Medford. Owatonna shall provide Medford with a detailed accounting of all such costs.

(e) The Parties acknowledge that to further the interest of effective and transparent communication, additional written agreements may be necessary or desirable to ensure Owatonna's effective implementation and enforcement, on behalf of Medford, of the applicable Delegated Pretreatment Program authorities and other joint powers described above within Medford's jurisdictional limits.

Section Nine **Covenants**

9.1 Medford Covenants. Medford makes the following covenants for the benefit of Owatonna:

(a) Medford shall continue to own, maintain, and operate the MCS as a public utility and shall cause all revenue derived therefrom (the "Revenue") to be properly accounted for.

(b) Medford shall impose and collect rates and charges, and revise the same as may be necessary from time to time, including those of the nature authorized by Minnesota Statutes, Section 444.075, at the times and in the amounts required to produce sufficient revenue to pay, when due, the charges in full and to operate and maintain the MCS and to pay all other costs and expenses related thereto.

(c) Medford shall keep and maintain proper and adequate books and records of account for the MCS.

9.2 Owatonna Covenants. For the benefit of Medford, Owatonna covenants that it shall at all times adequately maintain WWTF in good operating condition. In the event of a service shortage, all of the users of the WWTF shall share proportionately in any reduction in service.

Section Ten **Infiltration and Inflow**

10.1 Infiltration Inflow (I&I). The parties hereto agree that remediation of infiltration and inflow (I/I) is a priority for Owatonna and Medford. Therefore, the purposes of controlling the remedying I/I, Medford agrees, by adoption of policy or ordinances and employment of suitable methods or such other actions as are necessary, to effectively limit extraneous I/I to its sanitary sewer system, including but not limited to damaged or defective service laterals, sump pumps,

storm water runoff from roofs, eaves, rainspouts, yards, lawns, foundation drains, parking lots, streets, alleys and the like.

10.2 Medford shall exercise due care to preclude gravel, sand, dirt, grit or heavy substances of any kind from being washed or dumped into its sanitary sewer system.

Section Eleven

Events of Default: Remedies

11.1 Default. Any qualifying default event must first be handled via good faith negotiations between the Parties. If such good faith negotiations fail, to bring the defaulting party into compliance with the Agreement, the party not in default may seek remedy via the provisions of this section.

11.2 Default by Medford. If Medford defaults in the payment of any undisputed sum required to be paid to Owatonna under this Agreement, or if Medford violates, fails to abide by or fails to perform any term or condition of this Agreement and such default shall continue for sixty (60) days after written notice to Medford, or if Medford shall default in the observance or performance of any of the other terms or conditions in this Agreement, which Medford is required to observe or perform, and such default shall continue for sixty (60) days after written notice, then Owatonna may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may exercise any and all other rights and remedies provided at law or in equity, including specific performance hereof or termination; provided that Owatonna shall continue to provide wastewater treatment service at the flow and loading allocation contained in sections 6.1 and 6.2 above or as amended, until such time this Agreement expires, the Parties agree otherwise, or approval to terminate service is approved by the MPCA and/or a Court of competent jurisdiction.

(a) During the continuation of a Default by Medford, and at all other times that a reasonable basis exists for the need therefor, the Parties agree that Owatonna may after reasonable notice, take such actions within Medford City limits and the MCS service area, including inspection of users of the MCS and enforcement against said users for any violations of this Agreement or applicable sewer use ordinances, and all costs and expenses to Owatonna in connection therewith shall be the responsibility of Medford subject-to reimbursement.

11.3 Default by Owatonna. If Owatonna shall default in the observance or performance of any of the covenants, obligations or conditions in this Agreement, which Owatonna is required to observe or perform, and such default shall continue for sixty (60) days after written notice to the City, then Medford may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising all other rights and remedies provided at law or in equity.

11.4 Defaulting Party Responsible for costs and fees. In addition to the remedies and amounts payable set forth or permitted in this Agreement, upon the occurrence of an event of

default by either party, the defaulting party shall pay to the non-defaulting party all fees and expenses, including reasonable attorney's fees, incurred by the non-defaulting party as a result of the event of default and related to enforcing this Agreement, whether or not a lawsuit or other action is formally taken.

11.5 Non-exclusive Remedies. No remedy herein conferred upon or reserved to either party is intended to be exclusive or any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

11.6 Waivers. Should any provision of this Agreement be breached by either party and thereafter waived by other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section Twelve

Meetings and Dispute Resolution

12.1 Planning Process. Medford and Owatonna will each designate two individuals to meet at least annually to discuss problems, potential problems and any changes pending which will affect the Owatonna POTW and WWTF and the terms of this Agreement. The meeting will be held to keep both parties informed of pending changes within their respective cities as well as the efficiency and operation of MCS, and the Owatonna POTW and WWTF. Any known or pending rate changes will also be discussed. A meeting may be called by either City and shall be held within 30 days of notifying the other City of a proposed meeting at a time and place mutually agreed upon.

12.2 Unforeseen changes. The parties have endeavored to make this Agreement workable and fair and to anticipate and address changes which may occur over time. However, current assumptions and expectations may not be realized and unforeseen circumstances may arise, if at any time either party conveys to the other party in writing its concern that this Agreement may have become unworkable or inequitable in practice, the parties shall meet in good faith and use their best efforts to resolve the issues of concern by attempting to negotiate an amendment or supplement to this Agreement which is acceptable to each party in its sole discretion.

12.3 Dispute Resolution. In order to provide a mechanism for resolving disputes between the parties, the parties agree that any dispute, claim or controversy arising out of or relating to this Agreement including any action in tort, contract or otherwise, at equity or at law (a "Dispute"), shall be resolved in accordance with this section.

- (a) Negotiations. Within 30 calendar days after either party's receipt of a written notice of a Dispute from the other party, the Dispute shall be submitted for resolution through good

faith negotiations between representatives of the Parties with authority to resolve the matter. Such persons shall meet to negotiate in good faith to resolve the matter within 60 calendar days after notice of the Dispute (unless the parties mutually agree to extend the negotiations).

(b) Mediation. Any Dispute which cannot be resolved by the negotiation provisions of this section shall be subject to the following mediation process:

- i. The mediation shall be conducted by one mediator who shall be selected jointly by the Parties within 10 calendar days after notice of the request for mediation using the Minnesota District Court Rule 114 Roster. If the parties cannot agree on a mediator, the Parties shall request mediation services from the Minnesota Office of Administrative Hearings (“OAH”) and ask the Chief Judge of OAH to appoint a fair and neutral mediator for the Parties from OAH.
 - ii. The mediation shall be non-binding and shall commence within 30 days after the selection of the mediator, unless otherwise agreed to by the parties. Representatives of the Parties with authority to resolve the matter shall be present in meditation and mediation shall consist of at least one meeting of the Parties with the mediator.
 - iii. Each party shall be responsible for payment of its own attorneys or other advisors during meditation. The fee or costs for the mediator shall be equally shared by the Parties.
- (c) Other available remedies. If the Parties do not resolve their dispute after negotiation and mediation consistent with the above, the Parties may pursue any other avenue available at law or equity to address the dispute.

Section Thirteen

Liabilities; Release and Indemnification Covenants

13.1 Direct obligations. All covenants, stipulations, promises, agreements, and obligations contained herein shall be deemed to be made by the City of Owatonna and the City of Medford and not by its governing body members, commissions, officers, agents, servants, or employees.

13.3 Beneficiaries of Agreement. Medford agrees that the obligations and covenants of Owatonna hereunder are made to Medford in Owatonna’s capacity as a city and not to any other public body or to the individual residents of Medford, or the potential users of the MCS and that, accordingly, the parties agree that there are no third-party beneficiaries of the rights, obligations, covenants, and responsibilities of Owatonna to Medford hereunder, and no such party (other than Medford) shall ever have the right to enforce performance by Owatonna hereunder or to assert damage for loss as a liability of Owatonna arising or allegedly arising because of Owatonna’s failure to discharge its obligations hereunder or its failure to enforce the performance by Medford hereunder.

13.5 Indemnification. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party, and its respective officers, employees and members and agents (the “Indemnified Party”), from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Indemnifying Party or its agents, employees, contractors or subcontractors with respect to the Indemnifying Party’s performance of its obligations under this Agreement. The Indemnified Party, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the Indemnified Party. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

13.6 Fines and Penalties. Notwithstanding any language in this Agreement to the contrary, Medford shall be financially responsible for any fines, penalties, costs or damages that Owatonna receives or incurs that result from Medford’s non-compliance with this Agreement or any applicable federal, state, or local laws or regulations.

Section Fourteen

Term: Expiration or Termination

14.1 Initial Term and Renewal. The Parties understand that upon entering into this Agreement Medford intends to retire its wastewater water treatment facility and Owatonna will be providing a critical public health and environmental service to Medford. As a result, this Agreement shall be for an initial term of (30) thirty years from the effective date of this agreement, which date shall be mutually agreed to and appended to this Agreement by certificate executed by both parties. At least five (5) years prior to the expiration of the 30-year term, Medford shall submit a written request to Owatonna to enter into a new Agreement for an additional term and the Parties shall negotiate in good faith to renew the Agreement on similar terms.

14.2 Mutual Termination. The Parties may terminate this Agreement at any time by mutual agreement in writing, unless otherwise prohibited by law.

14.3 Termination by Medford. Medford may seek to terminate this Agreement for cause in a manner consistent with the default provisions of Section 11. Additionally, if Medford determines that it would be in its best interests to construct and operate its own wastewater treatment facility and the MPCA has approved the wastewater treatment facility, then Medford may terminate this Agreement after (1) providing Owatonna 365 days written notice of its intent to terminate and (2) upon making final payment of any outstanding connection fees, user charges, debt service, fines, penalties or other costs arising out of this Agreement.

14.4 Termination by Owatonna. Owatonna may seek to terminate this Agreement for cause consistent with the default provisions in Section 11.

14.5 Rights upon Termination. No termination or expiration of this Agreement shall terminate the rights of either party to indemnification, payment, or other outstanding performance, remedy,

or recourse arising with respect to an event, circumstance, or Event of Default occurring or existing prior to the date of termination or expiration.

Section Fifteen

Additional Provisions

15.1. Notices. Any notice, billing, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if sent by email, regular mail, postage prepaid, or delivered personally and addressed to the applicable City Hall to the attention of the City Clerk in the case of Medford and to the Public Works Director in the case of Owatonna, or to such other address or attention with respect to either such party as that party may, from time to time, designate in writing and delivered in , and forward to the other party as provided in this Section

15.2. Entire Agreement. This Agreement is the entire agreement of the Parties respecting the matters addressed herein and it supersedes any prior actual or assumed agreements or understanding, whether written or oral. In executing this Agreement, neither party has relied upon any assumption, assurance, or representation not expressly stated herein.

15.3. Assignment. This Agreement may not be assigned in whole or in part by either party without the written consent of the other party, which it may withhold in its sole discretion. However, nothing herein shall be deemed to prevent Owatonna from, nor require Medford's approval for, contracting with third parties to operate all or any portion of the POTW.

15.4. Modifications & Amendments. The terms and conditions of this Agreement are subject to modification by Owatonna during the term of the Agreement for cause if modification or amendment is required to comply with any new or modified NPDES/SDS permit and related requirements; new or modified federal, state, or local laws, regulations, ordinances; and a federal or state agency order or judicial decree. The City shall notify Medford of any such modifications as soon as possible and provide the factual and legal basis for said modifications. If any such modifications will impact Medford's flow or loading allocation or otherwise result in significant economic impacts to Medford, the Parties will work in good faith, to develop a reasonable schedule to address the implementation and economic effect of the modifications prior to their effective date, to the extent available under applicable law. All other modification shall be made only upon written Agreement of the parties. Notwithstanding any language in this section, Owatonna may impose new rates, fees, charges, surcharges, fines and penalties related to Medford's use of and connection to Owatonna's POTW after following the procedure outlined in Section 7.10 of the agreement.

15.5. Unenforceability. Should any provision of this Agreement become invalid or unenforceable under applicable law, the remainder hereof shall remain in full force and effect to the same extent as if said offending provision did not appear herein.

15.6. No Right of Off Set. No amount due and payable or other performance by either party to the other hereunder shall be subject to offset, delay, or excuse by any other amount payable, liability, or performance arising or allegedly arising from other than this Agreement.

15.7. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof and all of which shall constitute one and the same instrument.

15.8. Governing Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Time shall be of the essence in this Agreement.

15.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and/or assigns.

IN WITNESS WHEREOF, The parties have duly executed this agreement by their duly authorized and legally competent representatives as of the date first provided above.

CITY OF MEDFORD

CITY OF OWATONNA

By _____
Mayor

By _____
Mayor

By _____
City Administrator

By _____
City Administrator

State of Minnesota {
County of Steele { ss

On this _____ day of _____, 2025, before me, a notary public within and for said County, personally appeared Matt Jessop and Kris Busse, to me personally known, who, being by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Owatonna named in the foregoing instrument, and that said instrument was signed in behalf of said City of Owatonna by authority of the City Council and said Matt Jessop and Kris Busse acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public of the State of Minnesota
My commission expires:

State of Minnesota {
County of Steele { ss

On this _____ day of _____, 2025, before me, a notary public within and for said County, personally appeared Danny Thomas and Elizabeth Jackson, to me personally known, who, being by me duly sworn did say that they are respectively the Mayor and the City Administrator of the City of Medford by authority of the City Council and said Danny Thomas and Elizabeth Jackson acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public of the State of Minnesota
My commission expires:

**Addendum to Wastewater Service Agreement by and Between the City of Owatonna and
the City of Medford**

CHARGES AND PAYMENT CONDITIONS ADDENDUM

THIS CHARGES AND PAYMENT CONDITIONS ADDENDUM (“Addendum”) is attached to and is hereby incorporated into that Wastewater Treatment Agreement (“Agreement”) by and between the City of Owatonna (“Owatonna”), and the City of Medford (“Medford”). Owatonna and Medford may sometimes be referred to individually as a “Party” or collectively as the “Parties.”

1. Authority. This Addendum is made pursuant to Section 7 of the Agreement between Owatonna and Medford. This Addendum is made consistent with Owatonna’s Ordinances. Where this Addendum and Owatonna’s Ordinances conflict as to a specific term, this Addendum prevails. Where this Addendum is silent as to a specific term, the Agreement prevails or, where the Agreement is also silent, Owatonna’s Ordinances prevail.
2. Initial Sewer Access Charge. Consistent with section 7.2 of the Agreement, Medford agrees to pay Owatonna an initial sewer access charge (SAC) of **\$1,195,944**. The initial connection charge is based upon Owatonna’s current sewer access charges (SAC), as outlined in the table below and defined in Chapter 35 of the Owatonna Code of Ordinances (as amended). The commercial SAC charges are based upon the water meter size. Medford’s initial connection charge is based upon Medford’s sewer service connections as of the date of this agreement. Each type and quantity of sewer connections are as follows:

Sewer Connection Classification	Charge	Quantity	Total
Residential, all connection	\$1,669.00	495	\$826,155
Multi-family, per unit	\$1,335.00	66	\$88,110
Commercial			
• 1” or smaller	\$3,186.00	16	\$50,976
• 1 ½”	\$6,373.00	6	\$38,238
• 2”	\$10,197.00	2	\$20,394
• 3”	\$19,119.00	9	\$172,071
• 4”	\$31,866.00	0	\$0
Total Connection Charge			\$1,195,944

3. Future Sewer Access Charges. For future sewer connections to the Medford wastewater system, Medford agrees to pay Owatonna a SAC for each new connection based on the classification of the new sewer connection under the Owatonna Code of Ordinances. The SAC shall be based upon the current SAC charges at the time of the connection, as defined in Chapter 35 of the Owatonna Code of Ordinances. Future amendments to the SAC charges shall be made consistent with section 7.3 of the Agreement and included herein via an amendment to this addendum.
4. User fees & methodology. Consistent with section 7.4 of the Agreement, Medford shall pay a monthly user fee to Owatonna that will be determined by using Owatonna's applicable and adopted user rates and the most recent COSA for the Facility with an adjustment for electrical costs and for Medford's proportional (reduced) use of the Owatonna collection system. The current budgetary allocation for the user fees from the COSA at the time of this agreement are as follows:

Cost Type	User Fee Allocation	User Fee per CCF
Administration	0.0%	\$0
Treatment	58.9%	\$1.99
Collection/Pumping	41.1%	\$1.39
Total	100.0%	\$3.38

The City of Owatonna electrical, gas, and water service costs are paid through a shared services agreement at wholesale cost. Owatonna will charge Medford for their portion of these shared services costs at user retail rates. The COSA currently estimates net retail costs for these shared services (full retail less actual costs) for the WWTF to be \$504,925 annually. Medford's share of the shared services costs is 4.06 percent based on their estimated usage of 48,128 CCF per year compared to total expected usage (with Medford) of 1,186,776 ($48,128 \div 1,186,776 = 4.06\%$). Medford's rate is then adjusted to cover their cost share of \$20,500 ($4.06\% \times \$504,925 = \$20,500$). Based on their estimated usage of 48,128 CCF per year, the adjustment of +\$0.43 per CCF is applied to the treatment portion of the user fee to account for Medford's portion of the shared services costs ($\$20,500 \div 48,128 = \0.43). **Under current rates, the Treatment rate for Medford is \$2.42 per CCF ($\$1.99 + \$0.43 = \2.42). This equates an adjustment factor of 1.22 to the treatment portion of the user fee ($\$2.42 \div \$1.99 = 1.22$).** This adjustment factor will be used to recalculate the user fee applicable to Medford any time the City adjusts its user rates. The adjustment factor will be updated at such time as the COSA is updated.

Medford's wastewater will only utilize a portion of the Owatonna collection system and thus will pay a proportional amount of the collection system costs based upon ratio of inch-diameter-miles of collection system piping that Medford's wastewater will utilize within the Owatonna Collection System. From the Connection Point to the Owatonna WWTF, there are 53.7 inch-diameter-miles (IDM). The Owatonna Collection System has

total of 1,482 IDM. Thus, Medford currently uses 3.6% of the collection system ($53.7 \div 1,482 = 3.6\%$). **Under current rates, the Collection/Pumping rate for Medford is \$0.05 per CCF (\$1.39 x 3.6%). This corresponds to a rate adjustment of \$1.34 per CCF (\$1.39 - \$0.05 = \$1.34) or an adjustment factor of 0.036 to the Collection/Pumping portion of the user fee (\$0.05/\$1.39 = 0.036).** This adjustment factor will be used to recalculate the user fee applicable to Medford any time the City adjusts its user rates. The adjustment factor will be updated at such time as the COSA is updated.

The Medford total adjusted user fee at the time of the agreement is shown in the following table.

Cost Type	User Fee per CCF	Adjustment Factor	Medford User Fee per CCF
Administration	\$0		\$0
Treatment	\$1.99	1.22	\$2.42
Collection/Pumping	\$1.39	0.036	\$0.05
Total	\$3.38		\$2.47

5. Monthly Service Charge. Consistent with section 7.5 of the Agreement, Medford agrees to pay a monthly service charge based upon the classification of the sewer connection, the quantity of said connections, and the service charge schedule as adopted in Appendix A of Chapter 35 of the Owatonna Code of Ordinances (as amended). The monthly service charge will utilize the adopted service charge at the time of the billing. The monthly service charges at the time of this agreement applicable to Medford are as follows:

Customer Class	Monthly Charge
Residential	\$18.90
Commercial	\$24.94
Light SIU	\$82.22
Heavy SIU	\$851.57

Example Monthly Service Charge Billing Based on quality and classification of Medford connections:

Customer Class	Monthly Charge	Connection Quantity	Total
Residential	\$18.90	495	\$9,355.50
Commercial	\$24.94	39	\$972.66
Total		534	\$10,328.16

6. Excess Flow and Loading Surcharge. Consistent with section 7.6 of the Agreement, if Medford's discharges to the Owatonna system exceed the monthly average or daily maximum flow or pollutant (e.g., COBD and TSS) loading allocations contained in Section 6 of the Agreement, Owatonna may impose a flow and loading surcharge of up to **three times** the applicable user fee in addition to the (base) user fee as defined in section 7.4 of the Agreement.
7. Billing & Payment. Consistent with section 7.7 of the Agreement, Owatonna shall bill all applicable charges, user fees, and surcharges to Medford monthly. Payment is due within 30 days receipt of the bill.
8. Remedies for non-payment. Failure of Medford to submit timely payment for charges, user fees, and surcharges properly due and payable pursuant to this Agreement and the Owatonna Code of Ordinances may be subject to penalties, costs, attorneys' fees, certification for collection, and/or civil action, in lieu of or in addition to other remedies specified in the Agreement or any other remedies otherwise available to Owatonna at law.
9. Process for updating applicable charges, fees and surcharges. Pursuant to section 7.9 of the Agreement Owatonna may from time-to-time amend the amend the sewer access charges, user fees, and service charges contained in the City Code and Fee Schedule and any such amendments, will automatically result in an amendment to the user rates and charges for Medford in a manner consistent with the Agreement and this Addendum. Prior to making any such amendments Owatonna shall follow the procedure outlined in Section 7.9 of the Agreement. Upon adoption of any new rates, fees or charges applicable to Medford after following the process outlined in section 7.9 of the Agreement, Owatonna shall update and amend this Addendum to include any new rates, fees or charges and provide a copy to Medford. The effective date of any amendment to this Addendum shall be the date of signature by the authorized representative from the City of Owatonna or some other date specified.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Wastewater Service Agreement as of the latest date affixed to the signatures hereto.

CITY OF OWATONNA, MINNESOTA

By _____ Date: _____
Mayor

By _____ Date: _____
Administrator

CITY OF MEDFORD, MINNESOTA

By _____ Date: _____
Mayor

By _____ Date: _____
Administrator



DATE: July 1, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Professional Services Agreement - Zoning & Subdivision Ordinance Update - Bolton & Menk

Purpose:

Request Council approval of a contract with Bolton & Menk to rewrite the city's Zoning and Subdivision Ordinances.

Background:

As part of the 2050 Imagine Owatonna Comprehensive plan numerous items were recommended to update within the zoning and subdivision ordinances including deleting and adding zoning districts. As part of the implementation plan, this rewrite is moving in that direction.

The City published a RFP and sent it out to all of the consultant firms that responded to our Comprehensive Plan. The City received four proposals. Through an established interview and review committee two firms were interviewed. Following the interviews, City Staff is unanimously recommending we move forward with Bolton & Menk for this process.

Bolton and Menk's proposal is for roughly 12 months and will lead the City through this process. A copy of their proposal is attached to the packet. A kickoff meeting will be scheduled with Staff for July.

Budget Impact:

The cost of the project is \$106,252. The current budget includes \$75,000 for this project and a budget adjustment request is pending for the remainder. The preliminary budget estimates for this project were \$150,000.

Staff Recommendation:

Staff is recommending approval of the contract for services with Bolton & Menk subject to the approval of the City Attorney.

Attachments:

1. 06242025 DRAFT Agmt Owatonna - Zoning and Subdivision Ordinance Updates

2. Owatonna scope of services
3. Bolton & Menk Submittal_City of Owatonna_Zoning and Subdivision Ordinance

CONTRACT SUMMARY PAGE

Term	Description	Section
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of Owatonna	Preamble
"Project"	Zoning and Subdivision Ordinance Update	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated by (check one): ___ with a Lump Sum Fee of \$____ ___ on an hourly basis pursuant to the Schedule of Fees ___ on an hourly basis pursuant to the Schedule of Fees, but the total fees shall not exceed \$_____ <u> X </u> in accordance with Exhibit A – Scope of Services and Schedule 1 – Schedule of Fees, as applicable	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Reimbursable Expenses	Consultant shall be reimbursed at cost plus an overhead fee not to exceed 10% for Direct Expenses incurred in the performance of the work.	Section III.A.6
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Term of Agreement	Two years or a longer identified completion period	Section IV.J

ATTACHMENTS:

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services

AGREEMENT FOR PROFESSIONAL SERVICES MN

STANDARD PROJECT-PUBLIC CLIENT

CITY OF OWATONNA and BOLTON & MENK, INC.

This Agreement, made this _____ day of _____ 2025, by and between THE CITY OF OWATONNA, 540 West Hills Circle, Owatonna, MN 55060, ("CLIENT"), and BOLTON & MENK, INC., 1960 Premier Drive, Mankato, MN 56001, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Zoning and Subdivision Ordinance Update ("Project") and whereas the CONSULTANT agrees to furnish the various professional services (the "Services"), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I – CONSULTANT’S SERVICES

- A.** The CONSULTANT agrees to perform the various Basic Services in connection with the Project as described in Exhibit A.
- B.** Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A.** The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B.** The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C.** The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D.** The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E.** The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with Exhibit A – Scope of Services and Schedule 1 – Schedule of Fees, as applicable.
1. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
2. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
3. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
4. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS.

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV – GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent

caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA.

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans,

and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the

CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements are met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA). All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is

governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

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SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Owatonna

CONSULTANT: Bolton & Menk, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCOPE OF REQUIRED SERVICES

Base fee plus additional services selected (\$99,952 + \$2,800 + \$3,500): Total fee \$106, 252
This proposal is divided to 2 parts.

Part 1 will occur in the budget year 2025 for \$75,000.

Part 2 will occur in 2026 for rest of the fee of \$31,252.

Part 1 will include: Tasks 1, Task 2 and Workshops #1 and 2.

Base Fee

Client: City of Owatonna Project: Zoning and Subdivision Ordinance		Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Engagement Lead	Zoning Specialist	Urban Designer	Parks Planner	GIS Specialist	Administrative	Total Hours	Total Cost
1.0	Project Management	6	24	12	8	0	0	0	5	55	\$10,910
2.0	Stakeholder Engagement	0	30	60	0	0	0	0	8	98	\$20,400
3.0	Subdivision and Zoning Code Diagnosis	2	16	12	16	0	2	0	0	48	\$9,546
4.0	Update Ordinances	2	60	32	84	16	6	24	32	256	\$46,698
5.0	Finalize Code and Approvals	2	18	18	12	6	0	0	8	64	\$12,398
Total Hours		12	148	134	120	22	8	24	53	521	
Average Hourly Rate		\$193.00	\$216.00	\$216.00	\$172.00	\$202.00	\$180.00	\$160.00	\$120.00		
Subtotal		\$2,316	\$31,968	\$28,944	\$20,640	\$4,444	\$1,440	\$3,840	\$6,360		
Not-to-Exceed Fee										\$99,952	

Additional services selected:

Online Interactive Comment Map +\$3,500	- Gather input using INPUT:ID - We use the built-in Google Translate feature to allow the public to choose their preferred language to review and comment
Open House +\$2,800	Two-hour open house casual forum for the community to attend to ask questions and provide feedback; this would take place after the preliminary draft of the Zoning and Subdivision Update to present it to the community for feedback

TASK 1: PROJECT MANAGEMENT

Mojra Hauenstein will serve as the project manager and primary point of contact, responsible for day-to-day coordination, communication, and schedule adherence. She will work closely with city staff to ensure that all project activities are clearly communicated, efficiently executed, and aligned with the city’s expectations. Derek

Olinger, serving as principal-in-charge and engineering advisor, will provide high-level oversight and technical guidance throughout the project.

At project initiation, we will facilitate a kickoff meeting with city staff to review project expectations, deliverables, and the proposed timeline. This meeting will also serve to update the project scope, confirm milestone dates, and make any necessary budget

adjustments to ensure alignment with the city's priorities.

Mojra will ensure that the project remains on schedule, on budget, and that any issues are identified early

and addressed collaboratively. Our team will maintain momentum and accountability through monthly check-in meetings with city staff and quarterly meetings with the steering committee, as outlined in the RFP.

All project documentation, including meeting notes and status updates, will be shared with the city to maintain transparency and facilitate informed decision-making.

TASK 1 DELIVERABLES

- » Kickoff meeting with city staff
- » Monthly check-in meetings with city staff
- » Quarterly steering committee meetings
- » Meeting notes, project tracking logs, and invoicing documentation
- » Finalized project timeline with milestones

TASK 2: STAKEHOLDER ENGAGEMENT

We propose a base approach to engagement using the services listed to the right. Please see the optional add-ons located with the Confidential Bid Sheet for additional ways to elevate the communities involvement.

COMMUNITY SURVEY - GAMIFIED

To reach a wide audience and make participation fun and rewarding, we will launch a gamified community survey that invites residents to share their experiences and ideas related to zoning and development. The survey will use interactive elements such as

- » Visual-based questions (e.g., “What is the right setback or fence height?”)
- » Mini-quizzes with instant feedback on land uses to include
- » Interactive survey where participants see each other’s comments

This approach will help demystify zoning concepts and make it easier for residents to provide input, even if they are unfamiliar with planning terminology.

Activity	Roles and Goals
Engagement Plan	- Identify stakeholders, key messages, and schedule - Detail online and in- person engagement and communication strategies
Monthly Virtual Meetings	Monthly project management check-ins with city staff
Quarterly Steering Committee Meetings	Provide updates, review drafts, and gather strategic input
Project Website (Story Map creation and two updates)	Develop a graphics-based Story Map to inform people about the project, seek input, and notify them about upcoming public meetings;
Social Media (two posts)	Share updates and promote engagement opportunities
Emails/Articles (two articles)	Include updates in newsletters and social media
Survey (one)	Gather feedback visual-based questions
Engagement Summary Report	Document all engagement activities and feedback
Workshop #1 (in-person)	90-minute zoning code issues - Identify and prioritize issues
Workshop #2 (in-person)	90-minute Zoning Map Refinement - Evaluate

STEERING COMMITTEE

We recommend establishing a steering committee composed of representatives from the Owatonna City Council, Economic Development Authority (EDA), Planning Commission, and other key community members (perhaps members from your 14 boards) who can provide strategic input and support decision-making throughout the code update process. This group will meet quarterly to review draft materials, offer guidance, and serve as liaisons to their respective boards and the broader community.

In addition to quarterly meetings, we propose hosting 3 workshops with the steering committee at critical points in the project.

Workshop 1: Identifying Code Issues

This session will focus on reviewing the current zoning and subdivision ordinances, identifying pain points, and prioritizing issues to be addressed in the update.

Workshop 2: Zoning Map Refinement

This workshop will center on reviewing the existing zoning map in the context of the 2050 Comprehensive Plan. The committee will help evaluate proposed district changes, boundary adjustments, and the integration of new zoning districts.

Workshop 3: Code + Map Integration

In this final workshop, the steering committee will review the draft codes alongside the updated zoning map to ensure consistency, clarity, and alignment with community goals before the public hearing and adoption process begins.

FOCUS GROUPS

We will facilitate up to 3 in-person focus groups with key stakeholders with the goal of identifying issues with the current zoning and subdivision ordinances and seek input on potential improvements. Potential stakeholders will be identified based on key issues discovered.

PUBLIC PARTICIPATION

To further enhance engagement, we will explore creative outreach methods such as

- » InputID- digital interactive mapping survey
- » Open House- 2 hour drop-in community event to occur prior to any public hearing to gather community feedback/response to draft work

All public input will be documented and used to inform the drafting of the Zoning and Subdivision Code ensuring that the final product reflects the values and needs of the Owatonna community.

TASK 2 DELIVERABLES

- » Public engagement plan
- » Gamified community survey and summary of results
- » Focus group summaries
- » 3 in-person steering committee workshops
- » 3 Focus Groups
- » Steering committee summaries
- » Documentation of public input and participation activities

TASK 3: SUBDIVISION AND ZONING CODE DIAGNOSIS

Led by Mojra Hauenstein and Kristi Trisko, our team will conduct a comprehensive diagnostic review of the City of Owatonna's existing zoning and subdivision ordinances, associated maps—including the official zoning map—and relevant planning documents. This foundational step ensures that the updated Unified Development Code is grounded in a clear understanding of current conditions, community goals, and regulatory gaps.

Our review will include

- » The **2025-2027 Strategic Plan** to understand key issues that the zoning code update can address
- » The **2050 Comprehensive Plan**, with a focus on community vision, land use goals, and density targets
- » The **Comprehensive Plan Implementation Matrix**, to identify specific action items and priorities related to zoning and subdivision updates

- » The **current zoning and subdivision ordinances**, including recently adopted amendments such as cannabis regulations and updated shoreland standards
- » The **official zoning map**, to assess alignment with the future land use plan and identify inconsistencies, outdated district boundaries, or areas in need of rezoning
- » Other relevant planning documents and community plans, with attention to modernization opportunities, illustrative enhancements, and legal compliance
- » **Variances** granted over the past three to five years to identify recurring issues that may be addressed through ordinance revisions or administrative process improvements
- » An assessment for the need of a **parkland dedication ordinance**, as requested in the RFP, and provide a balanced analysis of its potential benefits and drawbacks to support city council decision-making

The findings from this diagnostic phase will be summarized in a **Zoning and Subdivision Code Diagnosis Memo**, which will outline recommended updates, areas for consolidation, and opportunities for improved clarity and usability. This memo will be reviewed with the steering committee early in the process to confirm direction before drafting begins.

TASK 3 DELIVERABLES

- » Zoning and subdivision code diagnosis memo
- » Summary of variance trends and administrative recommendations
- » Parkland dedication ordinance assessment
- » Zoning map review summary and recommendations

TASK 4: UPDATE ORDINANCES

Following the diagnostic phase, our team will begin drafting updates to the zoning and subdivision ordinances, integrating them into a single, cohesive Unified Development Code. This process will be collaborative and iterative, with regular input from city staff and the steering committee to ensure alignment with community goals and regulatory best practices.

Key updates will include

- » Creation of two or more new zoning districts, including the North Downtown mixed-use area and other mixed-use nodes identified in the comprehensive plan
 - » Elimination of outdated districts such as I-P, R-B, and B-1
 - » Correction of height and setbacks (currently swapped in your dimensional standards tables)
 - » Incorporation of interim use permits, as authorized by state statute
 - » Clarification of submittal requirements for formal applications, including plats, conditional use permits, and variances
 - » Conversion of land use lists and standards into user-friendly tables
- » Reformatting and renumbering of ordinance sections for consistency and ease of navigation
 - » Addition of graphics and illustrations to enhance clarity and public understanding
 - » Updates to definitions and permitted uses to reflect new zoning districts and eliminate redundancies
 - » Removal of discretionary approvals tied to individual positions, ensuring a more transparent and consistent review process
 - » Official zoning map revisions to reflect new districts, eliminate obsolete boundaries, and ensure consistency with the future land use plan

Draft sections will be reviewed with city staff as they are completed, followed by a full draft review prior to initiating the formal adoption process.

TASK 4 DELIVERABLES

- » Cohesive redline draft of the Unified Development Code
- » Formatted land use tables, standards tables, and illustrations
- » Summary memo of code changes and rationale
- » Updated official zoning map in GIS and PDF formats

TASK 5: FINALIZE CODE AND APPROVAL

As the project nears completion, Bolton & Menk will work closely with city staff and the steering committee to finalize the code and prepare it for formal adoption. This phase will include a comprehensive review of the full draft ordinance and zoning map, incorporation of final feedback, and preparation of all materials required for the public hearing and approval process.

At the third steering committee meeting, we will present the complete draft of the Unified Development Code—including all ordinance text, updated zoning map, tables, graphics, and illustrations—for final review. Feedback from this session will be used to make final refinements to ensure the document is clear, consistent, and aligned with the city’s goals and statutory requirements.

We will then prepare the final ordinance package for the planning commission public hearing and

city council adoption, including

- » Final ordinance text and zoning map
- » Staff reports, hearing notices
- » Presentations at planning commission and city council
- » Materials for public meetings, including a summary of public engagement and how input was incorporated

Our team will be available to present the final ordinance at the planning commission hearing and city council meeting, respond to questions, and support the city through the formal adoption process.

TASK 5 DELIVERABLES

- » Final updated ordinances
- » Staff memorandum of changes
- » Assistance with staff reports & notices
- » Presentation at planning commission and one (1) presentation at city council

PROPOSED TIMELINE

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. Our experience indicates that we can complete the update in 13 months, as shown in the schedule below. This allows for sufficient time for input and analysis but also keeps the momentum going and the policy makers engaged.

Upon selection, Bolton & Menk will work with city staff to revise and update this schedule as needed to ensure successful delivery of this project.

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ZONING AND SUBDIVISION ORDINANCE

CITY OF OWATONNA, MN | MAY 29, 2025



CONTACT
Mojra Hauenstein, AICP, LEED AP ND, NCARB
507-740-0121
Mojra.Hauenstein@bolton-menk.com

LOCATION
2900 43rd Street NW | Suite 100
Rochester, MN 55901
507-208-4332 | Bolton-Menk.com



Real People. Real Solutions.

May 29, 2025

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Rochester, MN 55901
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Greg Kruschke
Community Development Manager
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060
Greg.Kruschke@owatonna.gov

**RE: ZONING AND SUBDIVISION
ORDINANCE PROPOSAL**

Dear Greg:

The City of Owatonna has initiated the Zoning and Subdivision Ordinance Update to meet current development needs, align with the 2050 Comprehensive Plan, and anticipate future trends. This project requires a firm that understands the city's ongoing growth and the necessity for a user-friendly, cohesive and contemporary code. Bolton & Menk, Inc. has a deep bench of experts with both local and national experience crafting Unified Development Codes that will effectively serve the community's needs.

CREATIVE APPROACH TO ENGAGEMENT—To ensure the success of the Zoning and Subdivision Ordinance, we are taking a creative and inclusive approach that transforms technical code into a community-driven process. By organizing focus groups around key issues, we create space for open dialogue and collaboration—bringing together both community leaders and everyday residents. This approach not only demystifies complex zoning language but also empowers the public to shape policies that reflect their ideas. The result will be a zoning ordinance that is not only technically sound but also practical, inclusive, and in service of Owatonna's constituents.

VISUAL AND INNOVATIVE TECHNOLOGY—By integrating visual and innovative technology, we can simplify the use of codes for everyone involved. Interactive maps and digital tools will provide clear, easy-to-understand visuals that illustrate zoning regulations and boundaries. This approach will enhance accessibility and comprehension, allowing business owners, developers, and the general public to navigate the zoning code effortlessly.

EXPERTS WITH CAPACITY TO SUPPORT THE CITY—Our team of experts is well-prepared to support the City of Owatonna, with hands-on experience in every stage of development. We have six specialists dedicated to Greater Minnesota land use and housing, and they understand the unique challenges in this area. While our expertise is deeply rooted locally, we also bring valuable national experience and have the capacity to support the city at every stage of the process.

In continued service to the City of Owatonna, we are excited at the opportunity to complete the Zoning and Subdivision Ordinance Update. I will serve as your lead client contact and project manager. Please contact me at 507-740-0121 or Mojra.Hauenstein@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Mojra Hauenstein, AICP, LEED AP ND, NCARB
Project Manager



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FIRM BACKGROUND



The Bolton & Menk planning and urban design team helps clients plan and design their futures. We bring a fresh perspective to complex problems, leveraging our relationship-based approach to uncovering contextually driven solutions. For 75 years, we have been committed to communities, and our firm has exceptional planning and urban design experience with dozens of municipal and county governments across the Midwest.

We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949, serving the needs of municipal clients. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk has more than 1,000 multi-regional employees including a professional staff of more than 300 engineers, planners, landscape architects, and surveyors.

Our dedication to our clients shines through in the work we provide. We are committed to cultivating and delivering exceptional community infrastructure solutions. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live here too. We believe in the

power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things:

WE'LL WORK HARD FOR YOU AND WE'LL DO A GOOD JOB.

We take a personal interest in the work being done around us and do our part to build a better quality of life for all. At the end of the day, we're Real People offering Real Solutions.

Our Services	
» Planning & Urban Design	» Water Resources Engineering
» Civil/Municipal Planning & Engineering	» Environmental Planning & Permitting
» Engagement Services	» Construction Administration & Inspection
» Water & Wastewater Engineering	» Land Surveying
» Transportation Planning & Engineering	» Geographic Information Systems
» Structural Services	» Project Funding Support
» Aviation Services	» Visual Communications
» Landscape Architecture	

PERSONNEL QUALIFICATIONS

You have our commitment that staff highlighted in this proposal will indeed be performing and overseeing the work they have been identified to lead.

Our team has extensive experience evaluating and developing successful solutions that meet the needs of our clients, can be supported by stakeholders, and effectively implemented.

The organizational chart below illustrates key personnel associated with individual tasks. Project team member bios have been included in the following pages of this section. Full resumes of all staff can be provided upon request.



**Mojra Hauenstein, AICP,
LEED AP ND, NCARB**
Project Manager



Derek Olinger, PE
Principal-in-Charge/
Engineering Advisor

SUPPORT TEAM



Robin Caufman
Engagement Lead



**Kristi Trisko,
AICP, PMP**
Zoning Specialist



Peter Crandall
Urban Designer



**Anna Springer,
PLA, ASLA**
Parks Planner



David Sandberg
GIS Specialist



**Other Speciality
Staff As Needed**



MOJRA HAUENSTEIN, AICP, LEED AP ND, NCARB

Project Manager

Mojra will serve as your primary point of contact. She has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each project phase. Mojra will be responsible for overall team management and all schedule, cost, zoning updates, and scope management processes.

Mojra is a senior planner at Bolton & Menk who began her career in 1998 as an architect and then joined the public sector as a planner. Her experience includes comprehensive planning, architecture, code enforcement, zoning, working with developers, and submitting permits. She is passionate about providing customized and practical solutions to communities.



DEREK OLINGER, PE

Principal-in-Charge/Engineering Advisor

Derek will use his local knowledge and experience to provide project oversight and ensure the improvements fit within the City of Owatonna's vision. He will also lead all engineering needs for the project.

Derek is a municipal project manager who serves as a project manager and city engineer for multiple cities in southeastern Minnesota. He began his career in 2012 and has experience in municipal streets and utilities, utility modeling and planning, and land development from both the city and developers' perspective. Derek enjoys the public engagement piece of any project and serves as the communication liaison between various agencies and local residents. Derek has a particular interest

in city-wide infrastructure planning, whether it be pipe network modeling or helping communities prioritize their infrastructure needs over the next decade. Derek's true passion is city engineering - ensuring that the right projects are selected at the right time to meet long-term goals.



ROBIN CAUFMAN

Engagement Lead

Robin will facilitate stakeholder engagement. She has years of experience working with communities ranging from small cities to counties to regional planning organizations, navigating complex projects, and addressing shared concerns.

Since beginning her career in 1994, Robin has filled multiple roles on regional infrastructure plans and projects, including transportation corridors, wastewater plans, environmental studies, and streetscape designs. As a community planning project manager, her primary areas of expertise include community engagement, metropolitan area comprehensive planning, and land use analysis. Prior to joining Bolton & Menk, Robin spent 21 years between Metropolitan Council and Metro

Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects. Robin uses her expertise in listening to project partners and community stakeholders and communicating technical information to ensure that there is clear understanding by all parties of project needs, purpose, benefits, and impacts.



KRISTI TRISKO, AICP, PMP

Zoning Specialist

Kristi will lead all zoning needs for the project.

Kristi is a senior planner who began her career in 1992. She is experienced in municipal planning, including long-range master plans and comprehensive plans, as well as city ordinance development and review, zoning administration, and public involvement. Additionally, she has experience designing, coordinating, and managing multiphased land development projects from conceptual design to final construction. Kristi is passionate about completing long-range planning efforts for her clients and assisting them in planning for their future. She is also an experienced CAD and GIS user. Prior to joining Bolton & Menk, Kristi provided planning consulting services to several communities in Minnesota and Wisconsin.

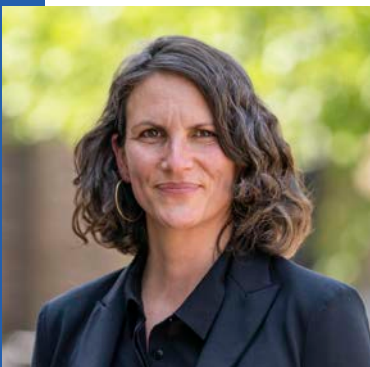


PETER CRANDALL

Urban Designer

Peter will lead all urban design efforts.

A senior urban designer on the Bolton & Menk team, Peter began his career in 2009. He provides design expertise, visual communication assistance, and general support for our planning and urban design work group. His background in architecture, planning, and urban design with an emphasis on transit-oriented development, public realm design, small area planning, and municipal code development make him an expert and a great addition to any team. Peter's drive stems from his love of creating spaces that help communities grow.

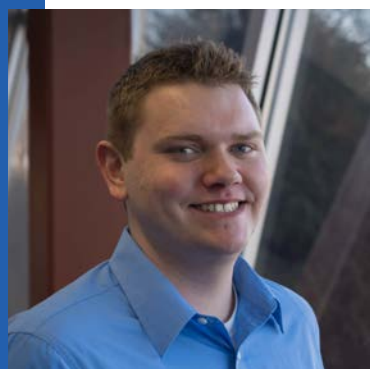


ANNA SPRINGER, PLA, ASLA

Parks Planner

Anna will support the team with all park planning efforts.

As a senior project landscape architect whose career began in 2013, Anna is responsible for the successful completion of park and recreation system master plans, trail, greenway and open space plans, and park master planning projects. Her expertise includes park system planning principles, recreational needs assessments, site inventory and analysis, community engagement, report writing, and site design from concept to documentation/implementation of park site designs. Anna uses her experience and skills to help communities develop and achieve their visions for their parks and recreation systems by uncovering needs and outlining a clear path to implementation. She is passionate about landscape architecture as she grew up using the parks and public amenities and developed a love for shared outdoor spaces. She believes they are critical pieces of our communities that provide places where people can engage with nature and one another.



DAVID SANDBERG

GIS Specialist

David will lead GIS analysis and mapping for this project.

As a GIS specialist, David provides GIS support on various projects, including data collection, data management, spatial analysis, and map creation. He is especially experienced with designing and creating online interactive maps. David began his GIS career in 2016. He supports Bolton & Menk's transportation, planning, and project communication work groups. David uses new technology and researches products and software to provide the best solutions for our work groups and clients. He excels at creating map figures, performing data analysis, and online interactive maps and applications. He is passionate about providing spatial analysis and tools to help make better decisions within the communities we serve.

SCOPE OF REQUIRED SERVICES

Bolton & Menk’s approach to this project is to be flexible and collaborative. To that end, our approach is to listen and provide our best recommendations for successful outcomes. Our experienced staff knows the importance of ordinance language for successful implementation. We are also sensitive to budget constraints and can pivot along the way, identifying areas where city staff can provide additional help for efficiencies.

The following describes our approach to the project, including specific tasks, activities, and deliverables.

TASK 1: PROJECT MANAGEMENT

Bolton & Menk will provide comprehensive project management services to ensure the successful delivery of the code update for the City of Owatonna. Our team will manage staff, resources, and budget with a focus on transparency, accountability, and alignment with the city’s goals.

Mojra Hauenstein will serve as the project manager and primary point of contact, responsible for day-to-day coordination, communication, and schedule adherence. She will work closely with city staff to ensure that all project activities are clearly communicated, efficiently executed, and aligned with the city’s expectations. Derek Olinger, serving as principal-in-charge and engineering advisor, will provide high-level oversight and technical guidance throughout the project.

At project initiation, we will facilitate a kickoff meeting with city staff to review project expectations, deliverables, and the proposed timeline. This meeting will also serve to update the project scope, confirm milestone dates, and make any necessary budget adjustments to ensure alignment with the city’s priorities.

Mojra will ensure that the project remains on schedule, on budget, and that any issues are identified early

and addressed collaboratively. Our team will maintain momentum and accountability through monthly check-in meetings with city staff and quarterly meetings with the steering committee, as outlined in the RFP.

We will use project tracking tools to monitor progress, manage deliverables, and ensure timely invoicing. All project documentation, including meeting notes and status updates, will be shared with the city to maintain transparency and facilitate informed decision-making.

TASK 1 DELIVERABLES

- » Kickoff meeting with city staff
- » Monthly check-in meetings with city staff
- » Quarterly steering committee meetings
- » Meeting notes, project tracking logs, and invoicing documentation
- » Finalized project timeline with milestones



TASK 2: STAKEHOLDER ENGAGEMENT

Bolton & Menk is committed to making the Zoning and Subdivision Ordinance Update process inclusive, engaging, and accessible to all members of the Owatonna community. Recognizing that zoning and subdivision regulations can be perceived as technical and dry, we will implement a creative and interactive engagement strategy that brings these topics to life and encourages broad participation.

Building on the city's previous engagement efforts during the 2050 Comprehensive Plan process, we will design a public engagement plan that combines traditional outreach with innovative tools to spark interest and gather meaningful input. Our approach will ensure that residents, business owners, developers, and community leaders all have a voice in shaping the future of land use and development in Owatonna.

We propose a base approach to engagement using the services listed to the right. Please see the optional add-ons located with the Confidential Bid Sheet for additional ways to elevate the communities involvement.

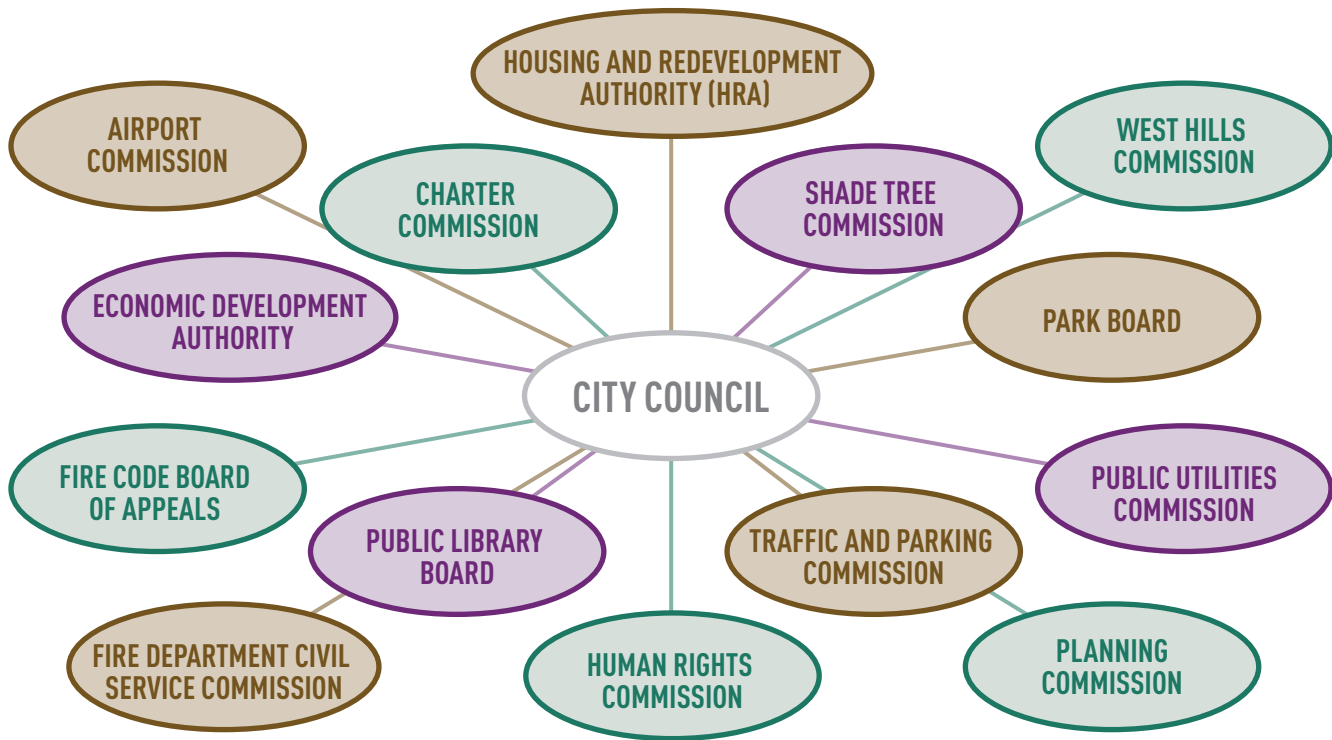
COMMUNITY SURVEY – GAMIFIED

To reach a wide audience and make participation fun and rewarding, we will launch a gamified community survey that invites residents to share their experiences and ideas related to zoning and development. The survey will use interactive elements such as

- » Visual-based questions (e.g., "What is the right setback or fence height?")
- » Mini-quizzes with instant feedback on land uses to include
- » Interactive survey where participants see each other's comments

This approach will help demystify zoning concepts and make it easier for residents to provide input, even if they are unfamiliar with planning terminology.

Activity	Roles and Goals
Engagement Plan	- Identify stakeholders, key messages, and schedule - Detail online and in-person engagement and communication strategies
Monthly Virtual Meetings	Monthly project management check-ins with city staff
Quarterly Steering Committee Meetings	Provide updates, review drafts, and gather strategic input
Project Website (Story Map creation and two updates)	Develop a graphics-based Story Map to inform people about the project, seek input, and notify them about upcoming public meetings; example: Crow Wing County Comprehensive Plan
Social Media (two posts)	Share updates and promote engagement opportunities
Emails/Articles (two articles)	Include updates in newsletters and social media
Survey (one)	Gather feedback through interactive, visual-based questions
Engagement Summary Report	Document all engagement activities and feedback
Workshop #1 (in-person)	90-minute zoning code issues - Identify and prioritize issues
Workshop #2 (in-person)	90-minute Zoning Map Refinement - Evaluate proposed changes
Workshop #3 (in-person)	90-minute code + map integration - Review draft code and map
Focus Groups (three) For example: ag community, developers, and businesses and employers	Identify key stakeholder to identify issues related to their community and discuss options for improvement; schedule on same day as a workshop (AM/PM)
Story Map/Project Website (two updates)	Project website as central form of communication, to subscribe for updates, events, and drafts, as well as hosting INPUTiD



STEERING COMMITTEE

We recommend establishing a steering committee composed of representatives from the Owatonna City Council, Economic Development Authority (EDA), Planning Commission, and other key community members (perhaps members from your 14 boards) who can provide strategic input and support decision-making throughout the code update process. This group will meet quarterly to review draft materials, offer guidance, and serve as liaisons to their respective boards and the broader community.

In addition to quarterly meetings, we propose hosting three workshops with the steering committee at critical points in the project.

Workshop 1: Identifying Code Issues

This session will focus on reviewing the current zoning and subdivision ordinances, identifying pain points, and prioritizing issues to be addressed in the update.

Workshop 2: Zoning Map Refinement

This workshop will center on reviewing the existing zoning map in the context of the 2050 Comprehensive Plan. The committee will help evaluate proposed district changes, boundary adjustments, and the integration of new zoning districts.

Workshop 3: Code + Map Integration

In this final workshop, the steering committee will review the draft codes alongside the updated zoning map to ensure consistency, clarity, and alignment with community goals before the public hearing and adoption process begins.

These workshops will be designed to be interactive and solution-oriented, ensuring that the steering committee plays a meaningful role in shaping both the content and usability of the final ordinance.

FOCUS GROUPS

We will facilitate up to three in-person focus groups with key stakeholders with the goal of identifying issues with the current zoning and subdivision ordinances and seek input on potential improvements. Potential stakeholders will be identified based on key issues discovered.

PUBLIC PARTICIPATION

To further enhance engagement, we will explore creative outreach methods such as

- » Pop-up events at community gatherings or farmers markets
- » Short explainer videos or animations to introduce zoning concepts
- » Youth engagement activities through schools or local organizations

All public input will be documented and used to inform the drafting of the Zoning and Subdivision Code ensuring that the final product reflects the values and needs of the Owatonna community.

TASK 2 DELIVERABLES

- » Public engagement plan
- » Gamified community survey and summary of results
- » Focus group summaries
- » Three in-person steering committee workshops
- » Steering committee summaries
- » Documentation of public input and participation activities

TASK 3: SUBDIVISION AND ZONING CODE DIAGNOSIS

Led by Mojra Hauenstein and Kristi Trisko, our team will conduct a comprehensive diagnostic review of the City of Owatonna's existing zoning and subdivision ordinances, associated maps—including the official zoning map—and relevant planning documents. This foundational step ensures that the updated Unified Development Code is grounded in a clear understanding of current conditions, community goals, and regulatory gaps.

Our review will include

- » The **2025-2027 Strategic Plan** to understand key issues that the zoning code update can address
- » The **2050 Comprehensive Plan**, with a focus on community vision, land use goals, and density targets
- » The **Comprehensive Plan Implementation Matrix**, to identify specific action items and priorities related to zoning and subdivision updates

- » The **current zoning and subdivision ordinances**, including recently adopted amendments such as cannabis regulations and updated shoreland standards
- » The **official zoning map**, to assess alignment with the future land use plan and identify inconsistencies, outdated district boundaries, or areas in need of rezoning
- » Other relevant planning documents and community plans, with attention to modernization opportunities, illustrative enhancements, and legal compliance
- » **Variances** granted over the past three to five years to identify recurring issues that may be addressed through ordinance revisions or administrative process improvements
- » An assessment for the need of a **parkland dedication ordinance**, as requested in the RFP, and provide a balanced analysis of its potential benefits and drawbacks to support city council decision-making

The findings from this diagnostic phase will be summarized in a **Zoning and Subdivision Code Diagnosis Memo**, which will outline recommended updates, areas for consolidation, and opportunities for improved clarity and usability. This memo will be reviewed with the steering committee early in the process to confirm direction before drafting begins.

TASK 3 DELIVERABLES

- » Zoning and subdivision code diagnosis memo
- » Summary of variance trends and administrative recommendations
- » Parkland dedication ordinance assessment
- » Zoning map review summary and recommendations



TASK 4: UPDATE ORDINANCES

Following the diagnostic phase, our team will begin drafting updates to the zoning and subdivision ordinances, integrating them into a single, cohesive Unified Development Code. This process will be collaborative and iterative, with regular input from city staff and the steering committee to ensure alignment with community goals and regulatory best practices.

Key updates will include

- » Creation of two or more new zoning districts, including the North Downtown mixed-use area and other mixed-use nodes identified in the comprehensive plan
 - » Elimination of outdated districts such as I-P, R-B, and B-1
 - » Correction of height and setbacks (currently swapped in your dimensional standards tables)
 - » Incorporation of interim use permits, as authorized by state statute
 - » Clarification of submittal requirements for formal applications, including plats, conditional use permits, and variances
 - » Conversion of land use lists and standards into user-friendly tables
- » Reformatting and renumbering of ordinance sections for consistency and ease of navigation
 - » Addition of graphics and illustrations to enhance clarity and public understanding
 - » Updates to definitions and permitted uses to reflect new zoning districts and eliminate redundancies
 - » Removal of discretionary approvals tied to individual positions, ensuring a more transparent and consistent review process
 - » Official zoning map revisions to reflect new districts, eliminate obsolete boundaries, and ensure consistency with the future land use plan

Draft sections will be reviewed with city staff as they are completed, followed by a full draft review prior to initiating the formal adoption process.

TASK 4 DELIVERABLES

- » Cohesive redline draft of the Unified Development Code
- » Formatted land use tables, standards tables, and illustrations
- » Summary memo of code changes and rationale
- » Updated official zoning map in GIS and PDF formats

Zoning Items from the 2025-2027 Strategic Plan



Public Safety Facilities

Zoning Strategy: Designate and preserve land for civic and institutional use in central, accessible locations to support modern police and fire facilities.



Deferred Maintenance on Amenities

Zoning Strategy: Use overlay districts or incentive zoning to encourage private investment in public amenities through development bonuses.



Street Improvements

Zoning Strategy: Require connectivity standards in new developments, especially on the east side, to support a north/south corridor and improve traffic flow.



Housing Variety and Availability

Zoning Strategy: Allow mixed-use and higher-density residential zoning (e.g., duplexes, townhomes, ADUs) to diversify housing stock and affordability.



Airport as an Economic Driver

Zoning Strategy: Expand or reinforce airport business zones to attract aviation-related industries and logistics operations.



Vacant Buildings Downtown

Zoning Strategy: Implement adaptive reuse zoning and reduce parking minimums to make redevelopment of older buildings more feasible.



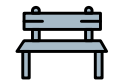
Recreational Facilities

Zoning Strategy: Require parkland dedication or fees-in-lieu in new developments to fund modern recreational facilities.



Trail System Gaps

Zoning Strategy: Mandate trail easements in subdivision approvals to close gaps and ensure connectivity.



Trail Amenities

Zoning Strategy: Include design standards for trails that require consistent amenities like benches, lighting, and signage.



Staffing Levels

Zoning Strategy: Align zoning updates with projected growth areas to anticipate service needs and justify staffing increases.



Technology Utilization

Zoning Strategy: Digitize zoning maps and permit processes to streamline development and improve transparency.



Ordinances

Zoning Strategy: Conduct a comprehensive zoning code update to reflect community expectations, simplify language, and improve enforceability.

TASK 5: FINALIZE CODE AND APPROVAL

As the project nears completion, Bolton & Menk will work closely with city staff and the steering committee to finalize the code and prepare it for formal adoption. This phase will include a comprehensive review of the full draft ordinance and zoning map, incorporation of final feedback, and preparation of all materials required for the public hearing and approval process.

At the third steering committee meeting, we will present the complete draft of the Unified Development Code—including all ordinance text, updated zoning map, tables, graphics, and illustrations—for final review. Feedback from this session will be used to make final refinements to ensure the document is clear, consistent, and aligned with the city’s goals and statutory requirements.

We will then prepare the final ordinance package for the planning commission public hearing and

city council adoption, including

- » Final ordinance text and zoning map
- » Staff reports, hearing notices
- » Presentations at planning commission and city council
- » Materials for public meetings, including a summary of public engagement and how input was incorporated

Our team will be available to present the final ordinance at the planning commission hearing and city council meeting, respond to questions, and support the city through the formal adoption process.

TASK 5 DELIVERABLES

- » Final updated ordinances
- » Staff memorandum of changes
- » Assistance with staff reports & notices
- » Presentation at planning commission and one (1) presentation at city council

Zoning Items from the 2050 Comprehensive Plan



Housing Diversity and Affordability

Plan Goal: Increase housing options across income levels and life stages.

Zoning Considerations:

- Allow **accessory dwelling units (ADUs)** by right in more residential zones
- Enable **duplexes, triplexes, and townhomes** in traditionally single-family zones
- Reduce **minimum lot sizes** and **setback requirements** to encourage infill



Downtown Revitalization

Plan Goal: Activate vacant buildings and encourage mixed-use development.

Zoning Considerations:

- Expand **mixed-use zoning** downtown
- Relax **parking minimums** for reuse of historic buildings
- Allow **upper-story residential** in commercial zones



Transportation and Connectivity

Plan Goal: Improve walkability and trail connectivity.

Zoning Considerations:

- Evaluate requiring **pedestrian and bike infrastructure** in new developments
- Explore requiring **trail easements** in subdivisions to close network gaps



Parks, Trails and Open Space

Plan Goal: Ensure access to quality recreational spaces.

Zoning Considerations:

- Strengthen **parkland dedication** requirements
- Create **green space overlay zones** to preserve natural areas



Economic Development and Airport Growth

Plan Goal: Leverage the airport and industrial areas for economic growth.

Zoning Considerations:

- Expand **business park and light industrial zones** near the airport
- Create **flexible zoning** for innovation and logistics hubs



Sustainability and Resilience

Plan Goal: Promote sustainable development practices.

Zoning Considerations:

- Incentivize **green building standards**
- Allow **solar panels and EV infrastructure** in all zones

PROPOSED TIMELINE

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. Our experience indicates that we can complete the update in 13 months, as shown in the schedule below. This allows for sufficient time for input and analysis but also keeps the momentum going and the policy makers engaged.

Upon selection, Bolton & Menk will work with city staff to revise and update this schedule as needed to ensure successful delivery of this project.

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PROJECT EXPERIENCE AND REFERENCES

Our experienced group of planners and urban designers have been providing comprehensive planning and zoning expertise to hundreds of communities throughout the Midwest, Southeast, and Southwest United States for more than 30 years.

We have highlighted several projects as examples of recent and related team experience. Client satisfaction remains a top priority for us as evidenced by quality deliverables, cost-effective rates, and timely project delivery. Please feel free to contact any of these references to evaluate our performance. Additional project information is available upon request.

ZONING CODE UPDATE CITY OF WABASHA, MN

Bolton & Menk has provided planning services for the City of Wabasha since 2014. Our regular duties include providing support and overview to city staff, including researching and updating the city code, flood plain management, development review, and preparation and presentation of reports to the planning commission and city council. As Wabasha’s planning consultant, Bolton & Menk also prepared an update to the city comprehensive plan. This work included a wide-ranging analysis of population, economic, and socioeconomic trends, and a robust public engagement process, interacting with a variety of stakeholders including residents, students, and key constituents.

The final plan outlines community goals and aspirations and recommended policy for land use, transportation, parks, trails, open space, natural resources, utilities, and growth management.

Similarities to Owatonna:

- » Use of overlays
- » Environmentally sensitive zones
- » Improved permit processing and enforcement

Reference:

Tony Johnson, Public Works Director
651-565-4568

RIVER CORRIDOR OVERLAY ZONE ORONOCO TOWNSHIP, MN

Oronoco Township aimed to protect the South Fork of the Zumbro River and Lake Zumbro from over development by enhancing water quality and preserving scenic views. They planned to achieve this by implementing standards that exceeded those set by the MnDNR and Olmsted County through floodplain and shoreland ordinances. By defining a more carefully researched zoning path for zoning and subdivision entitlements, they hoped to safeguard these resources.

Bolton & Menk researched and worked with a steering committee within the township to develop a new River Corridor Overlay Zone that addressed development gaps in the Oronoco Township zoning ordinance and the Olmsted County Floodplain and Shoreland Ordinance. This was done in partnership with the DNR and Olmsted County officials.

Oronoco Township learned about the development process of Olmsted County and how to develop additional protection of land along Lake Zumbro and the Zumbro River.

Similarities to Owatonna:

- » Environmentally sensitive areas

Reference:

Paige Collins, Planning Commission Chair
507-261-4478

ZONING AND SUBDIVISION ORDINANCE

CHISAGO COUNTY, MN

Chisago County wanted to update its zoning and subdivision ordinances to streamline processes and reflect current development needs. The update process was coordinated with county staff and relied on including the planning commission as a steering committee and working group. The content update was approached from a practitioner viewpoint, ensuring a usable and enforceable final product. The code is both legally defensible and user-friendly.

Bolton & Menk has a solid understanding of the process and with our in-house ordinance experts, we ensured that the ordinance is not only grounded in modern legal principles but also written in a way that can be easily administered and understood by the public.

Similarities to Owatonna:

- » Robust public input
- » Integration of community feedback
- » Minor graphics

Reference:

Joe Triplett, Public Works Director/County Engineer
651-213-8708

COMPREHENSIVE PLAN CITY OF PLAINVIEW, MN

The City of Plainview has a strong independent rural history and yet is within 30 miles of Rochester.

Bolton & Menk began working on the city's comprehensive plan in 2018. During the course of this project, we listened to residents in a workshop, completed a community survey, talked with business owners and community services, and held a pop-up listening session during the Corn on the Cob Days to develop a plan tailored specifically to the residents of Plainview. As Plainview grows, they want to preserve their small-town charm while embracing innovation.

Similarities to Owatonna:

- » Fewer zoning districts: reduced from 22 to 15
- » Simplified land use table: cut from 36 pages and 305 uses to 8 pages and 98 uses
- » Clearer language: removed vague/conflicting terms
- » Legal compliance: updated to align with state and federal laws
- » User-friendly format

Reference:

Shane Loftus, Public Works Director
507-534-2229



COST PROPOSAL FOR SERVICES

The following table summarizes the hours and cost breakdown for each major work task item. The not-to-exceed fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Bolton & Menk will provide the scope of services as described for a Not-to-Exceed fee of \$99,952. We will bill work according to our standard hourly billing rates and will not exceed our estimate without prior authorization from the city.

Client: City of Owatonna Project: Zoning and Subdivision Ordinance		Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Engagement Lead	Zoning Specialist	Urban Designer	Parks Planner	GIS Specialist	Administrative	Total Hours	Total Cost
1.0	Project Management	6	24	12	8	0	0	0	5	55	\$10,910
2.0	Stakeholder Engagement	0	30	60	0	0	0	0	8	98	\$20,400
3.0	Subdivision and Zoning Code Diagnosis	2	16	12	16	0	2	0	0	48	\$9,546
4.0	Update Ordinances	2	60	32	84	16	6	24	32	256	\$46,698
5.0	Finalize Code and Approvals	2	18	18	12	6	0	0	8	64	\$12,398
Total Hours		12	148	134	120	22	8	24	53	521	
Average Hourly Rate		\$193.00	\$216.00	\$216.00	\$172.00	\$202.00	\$180.00	\$160.00	\$120.00		
Subtotal		\$2,316	\$31,968	\$28,944	\$20,640	\$4,444	\$1,440	\$3,840	\$6,360		
Not-to-Exceed Fee										\$99,952	

OPTIONAL ADD-ONS FOR COMMUNITY INVOLVEMENT

Our dynamic toolbox is a mixture of face-to-face and online services. We find a combination is the best way to gather an accurate public opinion. Below is a list of optional add-ons that you can pick and choose from if you want to elevate community involvement.

Activity	Roles and Goals
Public Webinar Update (one) +\$500	60-minute webinar - share progress and gather feedback at a key milestone
Online Interactive Comment Map +\$3,500	- Gather input using INPUTiD - We use the built-in Google Translate feature to allow the public to choose their preferred language to review and comment
Open House +\$2,800	Two-hour open house casual forum for the community to attend to ask questions and provide feedback; this would take place after the preliminary draft of the Zoning and Subdivision Update to present it to the community for feedback
Pop-Up Events +\$800	Two-hour event to engage the community at local gatherings and events to raise awareness and gather input
Explainer Videos +\$1,600	Create short videos or animations to introduce zoning concepts and explain the project

LIST OF DELIVERABLES

TASK 1

- Kickoff meeting with city staff
- Monthly check-in meetings with city staff
- Quarterly steering committee meetings
- Meeting notes, project tracking logs, and invoicing documentation
- Finalized project timeline with milestones

TASK 2

- Public engagement plan
- Gamified community survey and summary of results
- Focus group summaries
- Three in-person steering committee workshops
- Steering committee summaries
- Documentation of public input and participation activities

TASK 3

- Zoning and subdivision code diagnosis memo
- Summary of variance trends and administrative recommendations
- Parkland dedication ordinance assessment
- Zoning map review summary and recommendations

TASK 4

- Cohesive redline draft of the Unified Development Code
- Formatted land use tables, standards tables, and illustrations
- Summary memo of code changes and rationale
- Updated official zoning map in GIS and PDF formats

TASK 5

- Final updated ordinances
- Staff memorandum of changes
- Assistance with staff reports and notices
- Presentation at planning commission and one presentation at city council

PAYMENT TERMS

PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.





DATE: July 1, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Engineering Services Agreement - Sewer Rate Updates - Nero Engineering

Purpose:

Requesting City Council approval of the Engineering Services Agreement with Nero Engineering providing professional services to update sanitary rate model and provide other miscellaneous engineering services.

Background:

In 2021, Owatonna adopted a sewer rate model that incorporated the ongoing WWTF Expansion and Upgrade project. In 2023, after completing a comprehensive sewer plan, the sewer rate model was updated to incorporate the capital projects identified in the study. Additionally, the model has been updated to include revenue shortcomings from the original model, specialized rates for Viracon and bonding money received for the WWTF Expansion and Upgrade project. This proposal will include three years of rate model updates (2025, 2026, 2027) and other miscellaneous engineering services.

Budget Impact:

The total contract is to not exceed \$21,598 without prior authorization.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna Sewer Rate Update 2025 Proposal



NERO ENGINEERING

ENGINEERING SERVICES AGREEMENT

Project: Owatonna Sewer Rate Updates (Project)

This Agreement is by and between:

City of Owatonna (Owner)
540 West Hills Circle
Owatonna, MN 55060

and

Nero Engineering, LLC (Nero)
7135 Madison Avenue W
Minneapolis, MN 55427

Who agree as follows:

Owner hereby engages Nero to perform the Services set forth in Part I for the compensation set forth in Part III. Nero will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Nero agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR NERO

By: Eric Meester _____

Printed Name: Eric J Meester, PE

Title: President

Date: June 24, 2025

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

In 2021, Owatonna adopted a sewer rate model that incorporated the ongoing WWTF Expansion and Upgrade project. In 2023, after completing a comprehensive sewer plan, the sewer rate model was updated to incorporate the capital projects identified in the study. Additionally, the model has been updated to include revenue shortcomings from the original model, specialized rates for Viracon and bonding money received for the WWTF Expansion and Upgrade project.

This proposal will cover efforts for the following:

- 2025 rate model updates
- 2026 rate model updates
- 2027 rate model updates
- Lakeside discharge event in 2023 and associated charges
- Medford connection agreement and rate review

B. SCOPE OF SERVICES

The scope identified in this proposal is separated into five core tasks and will be detailed below. Please refer to the Fee & Expense Schedule to correlate the effort with scope described below.

- Task 1 –2025 Model Update
 - Review WWTF Costs and budgets
 - Review COSA components
 - Update capital improvements costs and schedule
 - Update COSA rate model
 - Submit Sewer Rate Update Summary memo
- Task 2 – Medford Agreement Support
 - COSA model update to support Medford agreement
 - Agreement language and revised rate approach
 - Documents for future updates with Medford
- Task 3 – Lakeside Discharge Event
 - Strategy Meetings
 - Review prior billings and Lakeside work
 - Miscellaneous support with Nero and Daniel Marx
- Task 4 – 2026 Rate Model Update
 - Review WWTF Costs and budgets
 - Review COSA components
 - Update capital improvements costs and schedule
 - Update COSA rate model
 - Submit Sewer Rate Update Summary memo

- Task 5 – 2027 Rate Model Update
 - Review WWTF Costs and budgets
 - Review COSA components
 - Update capital improvements costs and schedule
 - Update COSA rate model
 - Submit Sewer Rate Update Summary memo

PROJECT TIMING

Nero and AE2S will perform this work as directed by the City. The Medford and Lakeside effort has been ongoing, and this invoice will address this prior work with the City.

PART II

OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Nero, and serve as liaison with Nero as necessary for Nero to complete its Services.
 2. Furnish to Nero copies of existing documents and data pertinent to Nero's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Nero existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Nero safe access to premises necessary for Nero to provide the Services.

PART III

COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Nero's standard chargeout rates in effect at the time the Services are performed (see the attached Fee Schedule). Routine expenses will be billed at cost. The total cost for these basic Services will not exceed \$21,598 without prior written approval from Owner.
- B. Nero will bill Owner monthly, with net payment due in 30 days.
- C. Nero will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Fees and Expense Schedule
Sewer Rate Model Updates
Owatonna, MN

6/18/2025



Labor Hours						Expenses		Totals		
Company>	Nero Engineering	AE2S*	AE2S*	AE2S*		Travel		Labor	Expenses	Total
Role>	Project Manager	Financial Lead	Financial Analyst	Financial Analyst		Travel		Labor	Expenses	Total
Hourly Rates >	220	254	201	165						
	Meester	Strombeck	Jacobi	Wietgreffe						
Task 1- 2025 Update										
WWTF Cost/Budget Reviews		1	2					656		656
COSA Review		1	4					1,058		1,058
Capital Improvements Update		0.5	2					529		529
Rate Model Update			1					201		201
Sewer Rates Update Summary Memo	2	0.5	2					969		969
Subtotal	16	2	3	11	0			3,413		3,413
Task 2- Medford Agreement Support										
COSA Model Updates to Support Medford	2	1	3					1,297		1,297
Agreement COSA Language Updates		4	2					1,418		1,418
Documents for Future Updates and Model Clean-Up		1						254		254
Subtotal	13	2	6	5	0			2,969		2,969
Task 3- Lakeside Foods Support- Discharge Event										
Strategy Meetings		6						1,524		1,524
Review Past Work Specific to Lakeside		3						762		762
Miscellaneous Support		10						2,540		2,540
Subtotal	19	0	19	0	0			4,826		4,826
Task 4- 2026 Update										
WWTF Cost/Budget Reviews		1	0.5	1				520		520
COSA Review	4	1	0.5	4				1,895		1,895
Capital Improvements Update		0.5	0.5	3				723		723
Rate Model Update			0.5	2				431		431
Sewer Rates Update Summary Memo	3	0.5	1	2				1,318		1,318
Subtotal	25	7	3	3	12			4,885		4,885
Task 5- 2027 Update										
WWTF Cost/Budget Reviews		1	0.5	1				520		520
COSA Review	4	1	0.5	4				1,895		1,895
Capital Improvements Update		1	0.5	4				1,015		1,015
Rate Model Update			0.5	2				431		431
Sewer Rates Update Summary Memo	3	1	2	2				1,646		1,646
Subtotal	28	7	4	4	13			5,505		5,505
Total	101	18	35	23	25	0		21,598	0	21,598