



CITY COUNCIL MEETING

Tuesday, March 3, 2026 at 7:00 PM

**Council Chambers, Charles S. Crandall Center at City
Hall, 540 West Hills Circle.**

**Roll Call: Council Members Voss, Dotson, Burbank,
Boeke, McCann, Svenby and Raney**

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

- 1.1. Council Agenda
- 1.2. Public Hearing - 5-Year Capital Improvement Plan with Intent to Issue Bonds - Public Safety Facilities
 - 1.2.1. Resolution 29-26 5-year CIP Plan with Intent to Bond - Public Safety Facilities
- 1.3. Mayor Jessop
 - 1.3.1. Proclamation - 2026 Women of Achievement - OBW
 - 1.3.2. New Member Recommendations - Human Rights Commission
Sam Bendorf and Gretchen Zinsli

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – February 17, 2026
- 2.2. Minutes - Boards/Commissions
 - 2.2.1. Fire Department Civil Service Commission Minutes — February 2, 2026
 - 2.2.2. EDA Minutes - January 21, 2026
- 2.3. Department Reports
 - 2.3.1. Finance Report
- 2.4. Licenses/Permits
 - 2.4.1. Exempt Permit - Early Edition Rotary - April 17, 2026
 - 2.4.2. Event Permits
- 2.5. Miscellaneous
 - 2.5.1. Professional Services Agreement – Global Environmental Education - Hamline University Center
 - 2.5.2. Indoor License Agreement - August 18-23, 2026 - Steele County Free Fair
 - 2.5.3. Renew Single-Family-Lot Incentive Program

3. ACTION ITEMS

- 3.1. Ordinances
 - 3.1.1. Second/Final Reading Proposed Ordinance 26-01: Adjust Sanitary Sewer Rates

3.1.2. First Reading Proposed Ordinance 26-02 Code Section 71.100, Use of Motorized ATVs, UTVs, Mini-Trucks & Golf Carts

3.1.3. First Reading Proposed Ordinance 26-03 Permit Fee - Golf Carts, ATVs, UTVs & Mini-Trucks

3.2. Resolutions

3.2.1. Resolution 30-26: Set Public Hearing Date - 2025 Street & Utility Project Special Assessment Amendment

3.2.2. Resolution 31-26 Joint Resolution for Annexation - Ziegler Ag - Clinton Falls Township

3.2.3. Resolution 32-26 2026 HUD Budget Amendment

3.2.4. Resolution 33-26 Intensive Comprehensive Peace Officer Education and Training (ICPOET) Grant - Office of Justice Program

3.2.5. Resolution 34-26: MOU - International Union of Operating Engineers, Local No. 70

3.3. Miscellaneous

3.3.1. Public Meeting Code of Conduct Policy

3.3.2. Professional Services Agreement - Arc Flash Risk Assessment and Report - Gray Box Engineering LLC

3.3.3. Professional Services Agreement - WWTF Walls - Greener World Solutions

3.3.4. Agreement - 3950 West Bridge Street Lift Station Electrical Panels - Integrated Process Solutions, Inc.

3.3.5. Addendum 2 - Wastewater Treatment Agreement - City of Medford

3.3.6. Professional Services Agreement - Data Request Consultation - Kennedy and Graven

4. **STAFF REPORTS**

5. **PUBLIC COMMENTS:** Please limit comments to three (3) minutes. Please approach the microphone, sign-in and state your name and address for the record after being acknowledged by the Council President. Speakers will be limited to three minutes to deliver their comments. Those speaking are asked to conduct themselves in a respectful manner as they deliver their comments. Audience members are asked to refrain from reacting to comments. The City Council will not respond directly to comments in this venue or take immediate action in response to them.

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**

NOTICE OF PUBLIC HEARING
CITY OF OWATONNA, MINNESOTA

REGARDING A CAPITAL IMPROVEMENT PLAN
AND THE ISSUANCE OF BONDS THEREUNDER

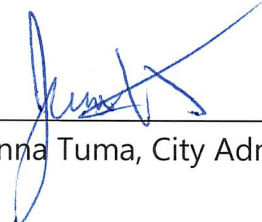
NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, March 3, 2026, at or after 7:00 p.m. in Chambers of the Charles S. Crandall Center located at 540 West Hills Circle in the City, relating to a proposal concerning (1) the adoption of a five-year capital improvement plan (the "Plan"); and (2) the issuance of general obligation bonds (the "Bonds") under the Plan to finance capital improvements described in the Plan, including but not limited to certain capital improvements in the City, including but not limited to the acquisition, design, construction, betterment, and equipping of a new police station and a new fire station in the City, all pursuant to Minnesota Statutes, Section 475.521, as amended. The Bonds will be issued in a principal amount not to exceed \$65,000,000, plus any premium received. A draft copy of the Plan is on file with the City Administrator/City Clerk and is available for public inspection at City Hall during regular business hours.

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

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

Dated: February 3, 2026

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



Jenna Tuma, City Administrator



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: Resolution 29-26 5-year CIP Plan with Intent to Bond - Public Safety Facilities

Purpose:

The purpose of this memo is to outline the City of Owatonna's intent to adopt a five-year Capital Improvement Plan (CIP) and provide preliminary approval to issue CIP Bonds to finance new Police and Fire facilities. Adoption of the CIP and intent to bond will allow the City to continue advancing the Public Safety Facilities Project in a fiscally responsible, transparent manner while ensuring the City can protect residents and provide police officers and firefighters with facilities that allow them to do their jobs safely, effectively, and professionally.

Background:

Beginning in 2019, the City of Owatonna initiated a multi-year, data-driven process to evaluate and plan for improvements to City facilities, including the Police and Fire Stations (the "Projects"). As part of this effort, the City formed a Government Buildings Task Force, engaged professional engineers and financial advisors and conducted comprehensive assessments of facility conditions and operational needs. This work identified capital deficiencies and future needs and informed the adoption of a Long-Range Asset Plan to guide future investment decisions.

In 2024, the City Council reviewed an updated Facilities and Space Utilization Study, which reaffirmed that the existing Police and Fire facilities are aging, space-constrained, and no longer meet modern standards for public safety operations, training, security, and workforce needs. The study identified limitations related to outdated building systems, co-location inefficiencies, and the City's ability to support reliable emergency response as the community grows.

Based on these findings, the City Council identified public safety facilities as a top capital priority. Following this review, the City Council authorized additional planning, including evaluation of site alternatives and development of updated cost estimates. In 2025, the City Council further authorized professional design services and preparation of construction documents to refine the project scope and better understand long-term costs.

Through this planning and site evaluation work, the City concluded that constructing two separate facilities—one for police and one for fire—would best meet the operational, staffing, and facility needs of each department while maintaining reliable public safety services for the community.

Based on the work completed to date, the City currently estimates construction costs for the Projects at approximately \$61,131,100. To account for potential cost fluctuations, financing expenses, and related project costs, the City anticipates that the total cost of the Projects, inclusive of CIP Bonds and associated issuance costs, will not exceed \$65,000,000.

Financing Approach and CIP Process

After multiple work sessions and public discussions, the City Council determined that financing the Projects through Capital Improvement Plan (CIP) Bonds is the most reasonable approach for this long-term public safety investment. CIP bonding allows the City to spread costs over the useful life of the facilities, align debt service with the long-term community benefit, and preserve financial capacity for other essential City services.

State law requires the City Council to consider factors such as facility condition, service demands, project costs and timing, debt capacity, overlapping obligations, operating impacts, and alternative funding options. The attached CIP reflects these considerations and establishes a framework for responsible financial planning related to the Public Safety Facilities Project.

Public Hearing

State law requires adoption of the CIP by a two-thirds vote of the City Council following a public hearing in order to issue CIP Bonds. The public hearing provides an opportunity for residents to review the proposed CIP and ask questions or provide comments.

Budget Impact:

Investment in modern, functional public safety facilities is essential to supporting the City's police officers and firefighters, protecting public health and safety, and ensuring reliable emergency response for residents and businesses. The proposed CIP and financing approach balances these critical needs with long-term financial sustainability and transparency for taxpayers.

Staff Recommendation:

Staff Recommendation:

Staff recommends approval and provide preliminary approval for the issuance of CIP Bonds to finance the Public Safety Facilities Project, subject to the statutory reverse referendum process.

Attachments:

1. Resolution 29-26 5-Year CIP with Intent to Bond
2. 5 yr. 2026-2030 CIP with intent to issue GO CIP BONDS

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 29-26

RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PLAN AND PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER

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

Section 1. Background.

1.01. Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements.

1.02. The City has caused to be prepared a five (5) year capital improvement plan for the years 2026 through 2030 (the "Capital Improvement Plan").

1.03. On the date hereof, the City Council held a public hearing, after publication in the City's official newspaper of a notice of public hearing at least ten (10) days but no more than twenty-eight (28) days before the date of the hearing, on the Capital Improvement Plan and the issuance of one or more series of general obligation bonds thereunder (the "Bonds") in a maximum principal amount of \$65,000,000, plus any premium received, to finance various capital improvements, including but not limited to the acquisition, design, construction, betterment, and equipping of a new police station and a new fire station in the City (the "Capital Improvements").

1.04. In considering the Capital Improvement Plan, the City Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

Section 2. Capital Improvement Plan.

2.01. The Capital Improvement Plan is hereby approved. The City Council finds that the Plan will provide for certain capital improvements which serve the interests of the City as a whole.

2.02. Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the City Council, by at least a two-thirds vote of all of its members, finds that the Plan and the improvements to be financed with the Bonds do not impact and do not have a relationship to the City's comprehensive plan;

the Plan and improvements are consistent with the City's comprehensive plan; therefore, the City Council dispenses with the requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the improvements.

2.03. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Capital Improvement Plan in accordance with any applicable laws and regulations.

2.04. The City gives preliminary approval to the issuance of the Bonds in the maximum principal amount of \$65,000,000, plus any premium received; provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with City Administrator/City Clerk within thirty (30) days of the date hereof, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Section 3. Miscellaneous.

3.01. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the intent of this resolution in accordance with the Act.

3.02. The Mayor and City Administrator/City Clerk are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

3.03. This resolution shall be in full force and effect following its approval.

Passed and adopted this ____ day, 2026, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2026.

Matt Jessop, Mayor

Attest:

Jenna L. Tuma, City Administrator/City Clerk

March 3, 2026

FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR ISSUANCE OF GENERAL
OBLIGATION CIP BONDS:

City of Owatonna, Minnesota

2026–2030



Prepared by:

City of Owatonna, Minnesota

and

Ehlers

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted Minnesota Statutes, Section 475.521 (the “CIP Act”), which allows municipalities to issue bonds under a Capital Improvement Plan (the “CIP”) without a referendum requirement (except for the “reverse referendum” as described below). The CIP Act applies to specific capital improvements, including city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of capital improvements.

Throughout this plan, the term “Capital Improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City of Owatonna, Minnesota (the “City”) will be financed through other means identified in their annual budgeting process and are not governed by this plan.

II. PURPOSE

A Capital Improvement, as defined in the CIP Act, is a major expenditure for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life greater than five years. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or lands for those facilities.

As identified by the CIP Act, a CIP is a document designed to anticipate Capital Improvement expenditures over at least a five-year period so that they may be acquired, constructed, and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, needs for improvement, and sources of revenue to pay for the improvement.

The City believes the capital planning process is an essential element of responsible fiscal management and engages in adoption of an updated five-year plan for city-wide capital expenditures annually as part of its budgeting process. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. As potential expenditures are reviewed, the City considers the benefits, costs, alternatives, and impacts on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management.

III. PLANNING PROCESS

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its budgeting process. The City assembles the specific capital expenditures to be undertaken within the next five years. The City Council prepares a plan based on the available funding sources. From this information, a preliminary plan is prepared for public discussion. Changes are then made based on that input, and a final plan is established.

Over the life of the plan, once the funding becomes available the specific capital expenditures can be made as part of individual project approvals. In subsequent years, the process is repeated as expenditures are completed, and new needs arise.

Beginning in 2019, the City initiated a structured, multi-year process to evaluate and plan for improvements to various buildings and grounds, including, but not limited to, the existing Police and Fire Stations (the “Projects”). To support this effort, the City formed the Government Buildings Task Force (the “Task Force”) and engaged consultants to assess existing City facilities. In 2022, the Task Force toured the relevant facilities and reviewed both current usage and maintenance needs. Using this information to guide potential improvements in a comprehensive manner, the City developed a Long-Range Asset Plan (“LRAP”) to address both deferred maintenance needs and long-term improvements to City buildings and grounds. The LRAP identified the need for significant investments in several City facilities, including the Projects.

In 2024, consistent with the guidance of the LRAP, the City Council approved the acquisition of the Law Enforcement Center. Later that year, the City Council approved phase two of the planning process for the Projects and directed staff to evaluate design alternatives, potential site locations, and cost estimates. During this period, the City Council also reviewed potential funding sources to support the anticipated costs of the Projects, including an evaluation of potential debt issuance scenarios. Based on estimated project costs, the City determined that debt issuance would be necessary to finance the Projects.

Since this CIP calls for general obligation bonds to finance certain Capital Improvements (“CIP Bonds”), the City Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address the factors identified within the CIP Act. This CIP is designed to supplement the City’s established process. The City Council must hold a public hearing regarding issuance of the CIP Bonds to obtain public comment on the matter. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City’s official website.

The City Council must approve the sale of CIP Bonds by a 3/5ths vote of its membership. However, issuance of CIP Bonds is also subject to reverse referendum: if a petition is signed

by voters equal to at least five percent of the votes cast in the City in last municipal general election and is filed with the City Clerk within 30 days after the public hearing, the CIP Bonds may not be issued unless approved by a majority of voters voting on the question of issuing the obligations. Further, the maximum debt service in any year on all outstanding CIP Bonds is 0.16% of the estimated market value of property in the City, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and general obligation bonds have been authorized, the City collaborates with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for specified Capital Improvements can be reimbursed and new expenditures made.

IV. PROJECT SUMMARY

The expenditures to be undertaken with this CIP for the years 2026 to 2030 are limited to those listed in Appendix A. All other foreseeable capital expenditures within the City government will come through other funding sources as identified within the City's annual budgeting process.

The CIP Act requires the City Council to consider eight factors in preparing the CIP and authorizing general obligation bonds.

1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the proposed improvement(s).
3. Estimated cost of the proposed improvement(s).
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvement(s).
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the projects identified in Appendix A and more thoroughly defined below through the issuance of CIP Bonds.

Conditions of City Infrastructure and Need for the Project

As City facilities continue to age and the demands for programs and services evolve, the City must maintain and renovate its existing grounds and buildings and/or acquire or build new facilities. To evaluate these needs, the City regularly reviews both the conditions of its buildings and grounds as well as the changing needs for, and mandates placed upon, its activities and services.

In 2024, the City Council reviewed an updated Facilities and Space Utilization Study (the “Study”), which identified several issues and needs related to the existing police and fire stations. The Study included other City facilities, which are not currently included in this CIP. In 2025, the City Council then authorized pre-design and design as well as the development of construction documents for the Projects.

Additionally, to better inform the design, engineering, and construction process for any new or renovated facilities, the City Council adopted a set of guiding principles to inform their capital improvement plans and the Projects. The Projects identified in this CIP will meet the needs of the City for at least the term of the proposed CIP Bonds.

Police Station. Based on the LRAP, Study and design process to date, the City identified a series of issues and needs for significant improvements to the buildings and grounds of the Police Station.

- The current facility lacks the space to adequately accommodate current and potential additional staff contemplated by the City.
- The existing building layout does not maintain adequate separation of the public and law enforcement spaces as well as secure in-custody holding facilities, posing a risk for public safety. It also lacks dedicated family and victim interview rooms.
- The current building requires significant improvements to existing Heating, Ventilation, and Air Conditioning (“HVAC”), sewage ejection, and information technology systems.
- The exterior masonry as well as the exterior insulation and finishing system continues to crack, delaminate, requiring significant repairs. It also experiences regular water infiltration and requires both roof and window replacement.
- The new facility will improve the capability of the City to support the safety, health, and well-being of police officer, including dedicated mental health spaces.

Fire Station. Based on the LRAP, Study and design process to date, the City identified a series of issues and needs for significant improvements to the buildings and grounds of the Fire Station.

- The current building requires significant improvements to existing HVAC, electrical and information technology systems.

- The existing facility experiences regular water infiltration and requires both tuckpointing and window replacement.
- The current site and building do not provide appropriate site area to the needs of the City, specifically to accommodate the requirements of modern firefighting apparatuses, allow for sufficient parking and potential future staffing levels.
- The new facility will improve the capability of the City to support the safety, health and well-being of firefighters and other City staff, including enhanced training facilities, dedicated mental health or “cool down” space and individual living quarters.

Demand for the Project

Like all municipalities, the City must deliver services that provide for the health, safety, and welfare of its residents and staff. To best serve the community and complete their responsibilities both efficiently and safely, City staff need adequate equipment and facilities. The existing buildings and grounds of the existing police and fire stations are unable to effectively meet current and future operational needs.

In response to these demands and to better meet the expected service levels of the community, the City decided that the construction of new facilities would be the most efficient and effective option.

Estimated Cost of the Project

At present, the City currently estimates the cost of construction of new police and fire stations to be approximately \$61,131,096. For the purposes of this CIP and given the potential for cost changes, the City anticipates the cost of the Projects, inclusive of the CIP Bonds and their related costs, will not exceed \$65,000,000, which may be issued in one or more series of bonds. The City may also use any such bond proceeds to support both projects included in the CIP, subject to the approval of the City Council.

Availability of Public Resources

To effectively and reasonably support the costs of the projects, the City determined, following several work sessions and meetings, to finance the project through the issuance of CIP Bonds and potentially other capital reserves. Given the cost of the Projects, however, debt will be necessary to preserve sufficient operating and capital reserves for the City.

Level of Overlapping Debt

Overlapping Debt as of October 7, 2025				
Taxing District	Taxable Net Tax Capacity	In City (%)	Total GO Debt	City Share
Steele County	\$ 68,504,823	49.29%	\$ 4,935,000	\$ 2,432,234
ISD No. 761	50,494,993	66.86%	155,520,000	103,986,582
Total Share of Overlapping Debt				\$ 106,418,816

Relative Costs and Benefits of Alternative Uses of the Funds

The City does not currently possess sufficient funds to support the costs of the proposed Projects while also maintaining operating and capital reserves sufficient to support other activities.

Operating Costs of the Proposed Improvements

While the expansion of these facilities may result in additional operating costs for the City, the proposed projects also include several long-term operating cost savings measures, including the use of a variety of energy-efficient materials and upgrades to the electrical, lighting and HVAC systems. The Projects will provide a safer and healthier workplace for City staff and reduce costs associated workplace injuries and lost time. They will also enhance productivity, improve communication, and cross-counter training among City staff and avoid potential costs associated with the future expansion of City facilities.

Using these and other factors, the City considered and reviewed the potential operating costs associated with the Projects and accounted for them as part of their forthcoming long-term financial management plan and annual budget. Once the City places the proposed Projects in service, it anticipates any operating cost changes to remain stable for the near future.

Options for Shared Facilities with Other Local Governments

Given the nature of the proposed Projects and the essential operations they support, the City determined that no viable options exist for a shared facility with other local governments or agencies.

However, the City considered a single, combined police and fire station, but it could not acquire an adequate site to meet the needs of both activities.

V. FINANCING

The total amount of proposed expenditures under this CIP is up to \$65,000,000. If these expenditures are to be funded, that amount of money is anticipated to be generated through a combination of capital funds and the sale of general obligation CIP Bonds within the identified five-year period. The anticipated bond size of \$65,000,000 is based upon funding the estimated hard and soft costs identified for the projects, plus estimated issuance costs, capitalized interest, and contingency and may be issued in one or more series of bonds. Principal and interest on the CIP Bonds will be paid through a property tax levy and current estimates of size and repayment of the CIP Bonds under consideration is shown in Appendix B.

The CIP authority requires, without a referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of its estimated market value. For preliminary property taxes payable in 2026, the maximum annual debt service amount would be \$5,372,296. The highest annual principal and interest payments on the City's existing CIP Bonds plus those proposed to be issued under this CIP are estimated at approximately \$4,888,848. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.

CIP Bonds Debt Service Limit	
AY 25/PY 26 Preliminary Estimated Market Value	3,357,684,900
Multiply by 0.16%	0.16%
Statutory Debt Limit	5,372,296
Less: Existing Debt Service Subject to the Limit	(87,200)
Less: Proposed Bond Issue(s)	(4,801,648)
Unused Debt Limit	483,448

VI. PLAN CONTINUATION

This CIP will be reviewed annually by the City Council using the process outlined in this document. Through annual amendment, the City Council reviews proposed expenditures, makes priority decisions, and seeks funding for those expenditures it deems necessary for the City. If deemed appropriate, the City Council should prepare an update to this CIP for future CIP Bond issuance.

APPENDIX A

Plan Project Costs

Project Costs		
Year	Project	Amount
2026	Police & Fire Stations	\$65,000,000
2027	None Anticipated	—
2028	None Anticipated	—
2029	None Anticipated	—
2030	None Anticipated	—
Total		\$65,000,000

Note: The amounts and timing of these project costs may change at the discretion of the City Council.

Proposed CIP Bond Issues

Proposed CIP Bond Issues	
Year	Amount
2026	\$65,000,000
2027	—
2028	—
2029	—
2030	—
Total	\$65,000,000

Note: The amounts and timing of these proposed CIP Bond issues may change at the discretion of the City Council.

VII. APPENDIX B

Proposed CIP Bond Issues:

City of Owatonna, Minnesota

\$65,000,000 General Obligation CIP Bonds, Series 2026

Assumes Current Market Non-BQ Aa1 Rates plus 50bps

Sources & Uses

Dated 06/18/2026 | Delivered 06/18/2026

Sources Of Funds

Par Amount of Bonds	\$65,000,000.00
Total Sources	\$65,000,000.00

Uses Of Funds

Total Underwriter's Discount (0.800%)	520,000.00
Costs of Issuance	192,000.00
Deposit to Capitalized Interest (CIF) Fund	1,509,378.60
Deposit to Project Fund	62,778,621.40
Total Uses	\$65,000,000.00

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2027	-	-	1,509,378.60	1,509,378.60	(1,509,378.60)	-	-
02/01/2028	2,360,000.00	2.800%	2,436,665.00	4,796,665.00	-	4,796,665.00	5,036,498.25
02/01/2029	2,430,000.00	2.800%	2,370,585.00	4,800,585.00	-	4,800,585.00	5,040,614.25
02/01/2030	2,495,000.00	2.800%	2,302,545.00	4,797,545.00	-	4,797,545.00	5,037,422.25
02/01/2031	2,565,000.00	2.850%	2,232,685.00	4,797,685.00	-	4,797,685.00	5,037,569.25
02/01/2032	2,640,000.00	2.950%	2,159,582.50	4,799,582.50	-	4,799,582.50	5,039,561.63
02/01/2033	2,715,000.00	3.000%	2,081,702.50	4,796,702.50	-	4,796,702.50	5,036,537.63
02/01/2034	2,800,000.00	3.100%	2,000,252.50	4,800,252.50	-	4,800,252.50	5,040,265.13
02/01/2035	2,885,000.00	3.200%	1,913,452.50	4,798,452.50	-	4,798,452.50	5,038,375.13
02/01/2036	2,980,000.00	3.300%	1,821,132.50	4,801,132.50	-	4,801,132.50	5,041,189.13
02/01/2037	3,075,000.00	3.450%	1,722,792.50	4,797,792.50	-	4,797,792.50	5,037,682.13
02/01/2038	3,180,000.00	3.550%	1,616,705.00	4,796,705.00	-	4,796,705.00	5,036,540.25
02/01/2039	3,295,000.00	3.650%	1,503,815.00	4,798,815.00	-	4,798,815.00	5,038,755.75
02/01/2040	3,415,000.00	3.750%	1,383,547.50	4,798,547.50	-	4,798,547.50	5,038,474.88
02/01/2041	3,545,000.00	3.900%	1,255,485.00	4,800,485.00	-	4,800,485.00	5,040,509.25
02/01/2042	3,680,000.00	4.050%	1,117,230.00	4,797,230.00	-	4,797,230.00	5,037,091.50
02/01/2043	3,830,000.00	4.200%	968,190.00	4,798,190.00	-	4,798,190.00	5,038,099.50
02/01/2044	3,990,000.00	4.550%	807,330.00	4,797,330.00	-	4,797,330.00	5,037,196.50
02/01/2045	4,175,000.00	4.650%	625,785.00	4,800,785.00	-	4,800,785.00	5,040,824.25
02/01/2046	4,370,000.00	4.800%	431,647.50	4,801,647.50	-	4,801,647.50	5,041,729.88
02/01/2047	4,575,000.00	4.850%	221,887.50	4,796,887.50	-	4,796,887.50	5,036,731.88
Total	\$65,000,000.00	-	\$32,482,396.10	\$97,482,396.10	(1,509,378.60)	\$95,973,017.50	\$100,771,668.38



CITY OF
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Mayor Jessop



Mayor's Proclamation

WHEREAS throughout history, women have played an integral role in shaping the Owatonna community, contributing to its growth, prosperity, and well-being; and

WHEREAS the countless achievements, sacrifices, and leadership of women in Owatonna have significantly advanced our city's development and progress; and

WHEREAS we recognize the invaluable contributions of women from all walks of life: pioneers, educators, activists, entrepreneurs, artists, caregivers, and beyond who have enriched our community with their talents, ideas and resilience; and

WHEREAS on this month and every month, we honor the spirit and the determination of women who have worked tirelessly to build a bright future for generations to come; and

WHEREAS we affirm our commitment to fostering an inclusive, equitable and supportive environment where all individuals, regardless of gender, can thrive and contribute to the success of Owatonna; and

WHEREAS the Owatonna Business Women will recognize women in all areas of their careers at the annual Woman of Achievement event on March 14th, naming:

Young Careerist: Danika Beck and Ada Colunga

Lifetime Achievement Recipient: Sandy Boss

Nominated for Woman of Achievement:

Laura Brady, Lisa Korbel, Karen Legault, Annie Priebe, and Lindsay Thompson

NOW THEREFORE I, Matt Jessop, Mayor of the great city of Owatonna, hereby proclaim the month of March 2026 to be:

OWATONNA BUSINESS WOMEN WOMAN OF ACHIEVEMENT MONTH

in the city of Owatonna and I urge all citizens to join in this recognition and celebration of the important role of women in our community.

Dated: March 3, 2026

By:

Matthew T. Jessop, Mayor





DATE: March 3, 2026
TO: Mayor and City Council
FROM: Mayor Matt Jessop
SUBJECT: New Member Recommendations - Human Rights Commission
Sam Bendorf and Gretchen Zinsli

Purpose:

Request Council approval of two recommendations to the Human Rights Commission, Sam Bendorf and Gretchen Zinsli.

Background:

Currently, two seats are open on the Human Rights Commission. Previously, Council formally accepted resignations from former members, an application for membership was posted on the city's website and interviews were completed. Participating in the phone interviews were Council Member McCann, OHRC Chairperson Bjore and myself. Successful background verifications were completed on both nominees.

Sam Bendorf will be appointed to fulfill the open term set to expire April 30, 2027, and Gretchen Zinsli will be appointed to fulfill the current open term which expires April 30, 2026. Both will be eligible for reappointment when these terms expire.

Budget Impact:

\$39-90 - Cost for Background Verification will be paid from the OHRC line item in the Administration Budget.

Staff Recommendation:

Appointments recommended.

Attachments:

None



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Council Minutes



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Board - Commission Minutes



To: Fire Civil Service

From: Chief Hoffman & Asst Chief Dashiell

Date: February 2, 2026

Subject: Firefighter Accountability – POC Attendance Standards

The purpose of this memo is to present a proposed framework for reviewing and addressing paid-on-call (POC) firefighter attendance standards in a manner that is transparent, consistent, and aligned with civil service principles. This proposal is intended for review and discussion and is not presented as a final policy.

Per the current position descriptions for paid-on-call firefighters, members are expected to:

- Maintain a minimum **40% response rate to emergency calls**, and
- Maintain **80% attendance at required training sessions**.

In addition, resident firefighters are required to:

- Reside at the fire station, and
- Complete a minimum of **20 in-station standby shifts per month**.

Proposed Attendance Review and Improvement Process

The following process is intended to ensure that members are provided with regular feedback, advance notice of concerns, and a meaningful opportunity to improve performance prior to the imposition of discipline, consistent with civil service standards.

- POC firefighter attendance related to emergency responses and training will be **reviewed monthly** and made available to members for awareness and self-monitoring.
- Attendance will be **formally reviewed on a quarterly basis** by the firefighter's Commander.
- If a firefighter falls below the minimum attendance standards during a quarterly review:
 - The Commander will document the performance concern.
 - The firefighter will be provided with a **Performance Improvement Plan (PIP)** outlining expectations, support, and a reasonable opportunity to meet standards during the subsequent quarter.
- If the firefighter does not meet the required attendance standards during the following quarter:
 - The firefighter may **not receive service credit** for the quarters in which minimum standards were not met.

- A revised or continued PIP will be implemented.
- If the firefighter does not meet attendance standards for a **third consecutive quarter**, additional corrective action may be considered, **up to and including dismissal**, consistent with civil service rules and due process requirements.
- At the conclusion of the calendar year, firefighters who have not met annual attendance requirements will **not receive service credit for any quarters in which minimum standards were not achieved**.
- A pattern of attendance concerns resulting in **three or more PIPs within a rolling three-year period** may be subject to further review and corrective action, **up to and including dismissal**, in accordance with applicable civil service laws and procedures.

This proposed framework is intended to promote accountability while ensuring fairness, consistency, and compliance with civil service requirements. We respectfully submit this proposal for review and welcome feedback or recommended modifications.



Fire Department Civil Service Commission Meeting Minutes – Draft Copy

Date: February 2, 2026

Time: 4:30 PM

Location: Owatonna City Hall, 540 West Hills Circle, Crandall Conference Room

Participants: Paul Smith, Dallas Ketchum, Ed Hoffman, Rachel Boss, Jacob Dashiell, Bonnie Hermel

Absent: Gordon Hendricksen

Opening Business

- Introduction
- Overview of Agenda

Firefighter Recruitment

- Riverland Community College will have Firefighter I & Firefighter II classes starting in late August
- Hiring plan similar to ones completed in the past
- Jake will put together a timeline for Paid-on-Call (POC) hiring
- Last group of firefighters that were hired recently finished Riverland training and can respond to calls

Firefighter Accountability

- Progressive discipline steps
- Proposed POC Attendance Standards (attached)
 - POC need to maintain monthly 40% response rate to emergency calls and 80% attendance at training sessions
 - Percentages currently provided monthly
 - Propose a formal review of percentages quarterly
 - If a firefighter falls below minimums, they will be provided with a Performance Improvement Plan (PIP)
 - The firefighter may not receive service credit
 - If a firefighter does not meet minimums for three consecutive quarters, additional corrective action will be taken, up to and including dismissal
 - Three or more PIPs within a rolling three-year period may result in dismissal
- Civil Service enforces dismissals
- Dallas made motion to approve POC Attendance Standards, Paul seconded, all members aye, no opposed.
- Civil Service meeting planned every six months to check in with department

- Civil Service will review the PIPs issued during those six months – Jake will coordinate

Civil Service Membership

- Civil Service Commission members are also on the Fire Code Board of Appeals
- Dallas' term was up in April 2025, on commission until new member is found
- Paul has a few ideas of people to ask to be on board – will send names to HR

Action items

- POC Hiring Timeline – Jake

Adjourn at 5:33 PM

**EDA
Minutes
January 21, 2026**

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

Approval of Minutes. Commissioner Mensink moved approval of the minutes of the December 17, 2025 meeting with second by Commissioner Savage. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for December.

Loan Report. OABDC Director Sean Williams presented the Loan Report for December. He said that Wagner's is non-current. He made his December payment, but we are still missing his November payment. Williams said he will be picking up the check from him next Tuesday.

OACCT /OPED Report. OACCT President Brad Meier presented the report for December. He handed out the strategic plan, which includes Tourism and MainStreet. He highlighted the focus areas including Member Communication, Championing a Strong Economy, Attracting and Retaining Talent, Restoring the Core (MainStreet), Attracting Tourism, and Resource Development. The next Made in Owatonna Day is on healthcare. OPED is going to be at the Rochester Economic Development event in February. He said that they are taking a lot of ICE related phone calls from businesses.

MainStreet Report. MainStreet Director Lisa Cochran presented the quarterly MainStreet Report. She handed out the 2026-2028 Strategic Goals. She said that Reggie's Bar used the Forgivable Loan and made improvements to the building. She highlighted the Strategic Plan. MainStreet is focusing on two areas: the message that a healthy downtown is vital for the whole community and the Rose Street Center. They are working on it. There are already five people who are committed to a space and several are more excited to learn about it.

Tourism Report. Tourism Director Glenda Smith presented the quarterly Tourism Report. She handed out the 2026-2028 Tourism Strategic Goals. She highlighted quarterly activity. She said there has been a 10% increase on overnight trips. She highlighted Placer data and where visitors are coming from. She highlighted the Strategic Goals and said elevating market position and brand identity is a top goal. Other goals are growing high-value overnight tourism, optimizing year-round demand and visitor flow, and deepening collaboration and shared value with local partners.

OABDC Report. OABDC Director Sean Williams presented the OABDC Report for December. He said they are moving the Connect up from Torey's to Rose Street. They are working on pitch

events for the Angel Network. The next Small Business Academy starts Monday. The online version of their software studio is available for preorder now. There were almost 250 hours of consulting in 2025. There are two manufacturers looking to locate at the Incubator.

Airport Report. Airport Manager Dave Beaver presented the quarterly Airport Report. He said that 2025 went well. They are now self-supporting from a budget standpoint. There are several students every week. Fountain Aviation is going well. They applied for four different Federal projects this year including paving and zoning updates. He said they have done a lot of work over the years to become a regional airport. Businesses are flying more business jets and that is the type of traffic that we want at the airport. It supports local businesses. He spoke about Advanced Air Mobility.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for December. He said that they are still working on the purchase of the property with the Spitzacks and should have a purchase agreement soon. He said that he thinks that this year they should start putting improvements into the Bubba's building. He said he talked with Community Development Manager Greg Kruschke about what they can do to this building without overcommitting to something that a future buyer wouldn't want. One thing they could do is get the vault removed from under the sidewalk and put a new sidewalk in. There is a new roof on it, tuckpointing, it's been cleaned out. We'll probably get some bids on the vault removal and bring it back to the EDA. He said that they would probably want to do more with 117 Bridge Street West as well—probably interior demo work. They will get numbers on that. He said they're looking at things that would have to be done regardless. Staff is looking at demolishing 140 Fremont Street East. They will pursue bids on that for spring or summer. There will then be three lots available for a redevelopment project. The City purchased the Marco building and a closing is set up for the Kreco Car Wash in February. They will start offering that as a potential site for businesses. Ascend South has been approved by the City Council. They plan on doing demolition in March. They will do the streets first and then the building.

New Business.

Forgivable Loan: 119 Bridge Street West – Quanxi LLC / Feng - \$10,000 Interior (ADA Bathrooms). Williams said that they did not get the application completed in time, so it will be tabled.

Discuss Forgivable Loan Program. Klecker said with this \$10,000 loan, there will be less than \$4,000 left. He said the number of requests is less as time goes on. It has been very popular. We don't have to decide at this meeting but need to have a conversation on whether it will be available as the construction season starts up. Mensink said he thinks it's been a great program and asked if it was possible to get a report. Klecker said they can have that available. Cowell asked if we could allocate some of those dollars to the properties the City owns and make it a bigger loan to help get these projects moving forward. Klecker said they could.

Schedule Next Meeting. The next EDA meeting is scheduled for **February 18, 2026** at 4:00 pm in Charles S. Crandall Center – Chambers at City Hall. Klecker said he will not be able to make that date. The Commissioners discussed changing the date of the February meeting. A motion

was made by Boeke and seconded by Mensink to change the February EDA meeting to **Wednesday, February 25, 2026**. All Commissioners voting Aye, the motion passed.

Adjournment. There being no further business, the meeting was adjourned at 5:23 pm.



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Department Reports



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Finance Report

RECAP:

	<u>AMOUNT</u>	<u>VENDOR - DESCRIPTION</u>
\$	56,225.00	ABDO LLP - ACCOUNTING SERVICES
	47,360.83	CIVICPLUS LLC 2026 - ANNUAL RENEWAL
	65,101.00	COALITION OF GREATER MN CITIES - CGMC 2025-2026 GENERAL MEMBERSHIP DUES
	2,638,551.89	EHLERS & ASSOCIATES INC
		- GO BOND, SERIES 2017A: BOND PYMT \$190,000.00 / INTEREST PYMT \$6,871.88
		- GO STREET RECONSTRUCTION BOND, SERIES 2020A: BOND PYMT \$150,000.00 / INTEREST PYMT \$16,100.00
		- GO STREET RECONSTRUCTION BOND, SERIES 2018A: BOND PYMT \$515,000.00 / INTEREST PYMT \$37,700.00
		- GO STREET RECONSTRUCTION BOND, SERIES 2023B: BOND PYMT \$215,000.00 / INTEREST PYMT \$56,750.00
		- GO STREET RECONSTRUCTION BOND, SERIES 2021A: BOND PYMT \$310,000.00 / INTEREST PYMT \$31,630.00
		- GO BOND, SERIES 2016A: BOND PYMT \$285,000.00 / INTEREST PYMT \$15,668.76
		- GO IMPROVEMENT BOND, SERIES 2019A: BOND PYMT \$190,000.00 / INTEREST PYMT \$23,575.00
		- GO BOND, SERIES 2024A: BOND PYMT \$140,000.00 / INTEREST PYMT \$41,225.00
		- GO TAX ABATEMENT BOND 2024B: BOND PYMT \$150,000.00 / INTEREST PYMT \$108,200.00
		- GO BOND, SERIES 2015A: BOND PYMT \$140,000.00 / INTEREST PYMT \$1,750.00
		- PAYING AGENT FEES - \$4,512.50
		- 2025 FINANCIAL MANAGEMENT PLAN - \$5,088.75
		- PUBLIC FINANCE SEMINAR - \$350.00
		- 2025 2ND HALF PAYGO NOTES \$4,130.00
	25,097.00	LEAGUE OF MN CITIES - 2026 MEMBERSHIP DUES
	314,750.00	LEGENGE SUBSIDIARY HOLDINGS LL
	246,980.12	MN PUBLIC FACILITIES AUTHORITY - 2/20 MPFA INTEREST PAYMENT 2023 GO BONDS
	111,967.20	NEAR NORTH TITLE GROUP - PURCHASE PROPERTY - 1652 CEDAR AVE S
	40,600.00	OWATONNA AREA CHAMBER OF COMM - 1ST HALF 2026 CONTRACT
	28,321.00	OWATONNA MOTOR COMPANY
		- 2006 CHEVY SILVERADO REPAIR \$11,577.62
		- 2025 PURCHASE 2025 FORD ESCAPE \$15,891.93
		- MISC PARTS \$851.45
	130,496.87	RICE LAKE CONSTRUCTION GROUP - WWTP EXPANSION - PAY EST #44
	167,578.68	SOUTHEAST SERVICE COOPERATIVE - FEBRUARY 2026 MEDICA HEALTH INSURANCE
	25,996.71	WINTER SERVICES LLC - ROAD SALT
	<u>277,921.30</u>	OTHER EXPENDITURES
	<u>4,176,947.60</u>	SUBTOTAL
	<u>-</u>	HRA HOUSING ASSISTANCE PAYMENTS
	<u><u>4,176,947.60</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
386304	02/24/26	AAA BUILDING MAINTENANCE COMPA	455.00	0	Regular
386305	02/24/26	ABDO LLP	56,225.00	R	ACH
386306	02/24/26	ACME ELECTIRC MOTOR INC	1,455.96	0	Regular
386307	02/24/26	ACUSHNET COMPANY	69.49	0	Regular
386308	02/24/26	ALEXANDER LUMBER COMPANY	275.26	0	Regular
386309	02/24/26	AMERICAN RED CROSS	240.00	0	Regular
386310	02/24/26	APG MEDIA OF SO MINNESOTA LLC	357.51	0	Regular
386311	02/24/26	APPLIED CONCEPTS INC	9,060.00	0	Regular
386312	02/24/26	ARNOLD'S OF MANKATO INC	547.10	0	Regular
386313	02/24/26	ASPEN MILLS INCORPORATED	1,860.56	0	Regular
386314	02/24/26	AWARDS DIRECT INC	475.75	0	Regular
386315	02/24/26	BAKER TILLY US LLP	15,750.00	R	ACH
386316	02/24/26	BIBLIOTHECA LLC	7,786.82	R	ACH
386317	02/24/26	CENTER POINT PUBLISHING	241.71	0	Regular
386318	02/24/26	CENTRAL FARM SERVICE	516.71	0	Regular
386319	02/24/26	CHERYL PETERSON	42.95	0	Regular
386320	02/24/26	CITY OF BLOOMING PRAIRIE	2,352.00	R	ACH
386321	02/24/26	CIVICPLUS LLC	47,360.83	R	ACH
386322	02/24/26	CLOVER CONNECT	191.19	R	Wire Transfer
386323	02/24/26	COALITION OF GREATER MN CITIES	65,101.00	0	Regular
386324	02/24/26	COLLAB SUMMER LIBRARY PROG	1,098.96	0	Regular
386325	02/24/26	CRYSTEEL TRUCK EQUIP	34.21	R	ACH
386326	02/24/26	CULLIGAN OF OWATONNA	572.88	R	ACH
386327	02/24/26	DAGGETT TIM	254.96	R	ACH
386328	02/24/26	DELL MARKETING LP	2,538.22	R	ACH
386329	02/24/26	DENISE STEWART	25.42	R	ACH
386330	02/24/26	DISH	268.71	0	Regular
386331	02/24/26	EHLERS & ASSOCIATES INC	14,081.25	0	Regular
386332	02/24/26	EHLERS & ASSOCIATES INC	2,624,470.64	R	Wire Transfer
386333	02/24/26	EPA AUDIO VISUAL INC	3,855.00	R	ACH
386334	02/24/26	ET&T DISTRIBUTORS INC	13,941.64	0	Regular
386335	02/24/26	FIRST SUPPLY OWATONNA	470.24	R	ACH
386336	02/24/26	FLEXIBLE PIPE TOOLS & EQUIP	1,240.00	R	ACH
386337	02/24/26	FOUR SEASONS ELECTRIC	1,002.64	R	ACH
386338	02/24/26	FROM THE GROUND UP LLC	3,765.00	R	ACH
386339	02/24/26	GENUINE PARTS COMPANY - NAPA	874.83	R	ACH
386340	02/24/26	GOPHER/PLAY WITH A PURPOSE	143.82	R	ACH
386341	02/24/26	GRAINGER	392.25	R	ACH
386342	02/24/26	HAWKINS INC	10,169.60	R	ACH
386343	02/24/26	HILLYARD INC	2,380.23	0	Regular
386344	02/24/26	HOUSE OWATONNA	87.04	0	Regular
386345	02/24/26	HUBER SUPPLY CO INC	98.16	0	Regular
386346	02/24/26	IFACS	57.70	R	ACH
386347	02/24/26	INGRAM LIBRARY SERVICES LLC	220.65	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
386348	02/24/26	INNOVATIVE OFFICE SOLUTIONS	146.49	0	Regular
386349	02/24/26	INTERSTATE SERVICES INC	80.00	R	ACH
386350	02/24/26	JARDINE LOGAN & O'BRIEN	1,155.00	0	Regular
386351	02/24/26	JOHN DEERE FINANCIAL	328.69	0	Regular
386352	02/24/26	JOHN'S APPLIANCE & A/C SERVICE	150.95	R	ACH
386353	02/24/26	JONES HAUGH & SMITH INC	1,702.90	0	Regular
386354	02/24/26	KEEKER INC	418.00	R	ACH
386355	02/24/26	KOWZ-FM	600.00	R	ACH
386356	02/24/26	LAWSON PRODUCTS	434.12	0	Regular
386357	02/24/26	LEAGUE OF MN CITIES	25,097.00	0	Regular
386358	02/24/26	LEGACY SIGNS INC	425.00	R	ACH
386359	02/24/26	LEGENCE SUBSIDIARY HOLDINGS LL	314,750.00	R	ACH
386360	02/24/26	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
386361	02/24/26	MACQUEEN EQUIPMENT CO	9,646.40	R	ACH
386362	02/24/26	MARCO TECHNOLOGIES LLC	1,968.00	R	ACH
386363	02/24/26	MARTHALER AUTOS OF MN INC	710.83	0	Regular
386364	02/24/26	MARTIN MARIETTA MATERIALS INC	4,937.40	0	Regular
386365	02/24/26	MCMaster-CARR SUPPLY CO	617.80	R	ACH
386366	02/24/26	MCNEILUS STEEL INC	600.07	R	ACH
386367	02/24/26	MEREDITH ERICKSON	45.22	0	Regular
386368	02/24/26	METRO SALES INC	59.08	0	Regular
386369	02/24/26	METRONET SYSTEMS HOLDINGS LLC	611.83	R	ACH
386370	02/24/26	MID OPERATIONS LLC	3,920.85	R	ACH
386371	02/24/26	MIDWEST TAPE LLC	977.62	R	ACH
386372	02/24/26	MIKE'S REPAIR	977.64	0	Regular
386373	02/24/26	MINER'S OUTDOOR & RECREATION	13,193.55	0	Regular
386374	02/24/26	MINNESOTA ELEVATOR INC	450.00	0	Regular
386375	02/24/26	MN DEPT OF LABOR AND INDUSTRY	290.00	0	Regular
386376	02/24/26	MN LAW ENFORCE EXPLORER ASSN	7,374.00	0	Regular
386377	02/24/26	MN PUBLIC FACILITIES AUTHORITY	246,980.12	R	Wire Transfer
386378	02/24/26	MN RECREATION & PARK ASSN	1,775.00	R	ACH
386379	02/24/26	MRI SOFTWARE LLC	25.00	R	ACH
386380	02/24/26	MTI DISTRIBUTING INC	234.17	R	ACH
386381	02/24/26	NEOGOV	14,654.50	R	ACH
386382	02/24/26	NEXTPLAY BRANDS INC	564.60	0	Regular
386383	02/24/26	NORTHERN SAFETY TECHNOLOGY INC	200.60	R	ACH
386384	02/24/26	NORTHLAND FARM SYSTEMS	30.48	R	ACH
386385	02/24/26	OFFICE OF MNIT SERVICES	420.00	0	Regular
386386	02/24/26	OLMSTED MEDICAL CENTER	158.00	0	Regular
386387	02/24/26	ON THE SPOT APPLIANCE SERVICE	30.00	0	Regular
386388	02/24/26	OWATONNA AREA CHAMBER FOUNDATN	2,000.00	0	Regular
386389	02/24/26	OWATONNA AREA CHAMBER OF COMM	40,600.00	0	Regular
386390	02/24/26	OWATONNA AREA CHAMBER OF COMM	750.00	0	Regular
386391	02/24/26	OWATONNA HEATING & COOLING INC	304.00	R	ACH
386392	02/24/26	OWATONNA MOTOR COMPANY	28,321.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
386393	02/24/26	OWATONNA PUB SCHOOLS ISD 761	1,520.00	R	ACH
386394	02/24/26	OWT HARDWARE	791.54	0	Regular
386395	02/24/26	PLUNKETT'S PEST CONTROL INC	504.02	R	ACH
386396	02/24/26	PREMIER CARBIDE SAW & TOOL INC	236.40	0	Regular
386397	02/24/26	PRIME GARAGE DOOR & MORE LLC	2,333.00	R	ACH
386398	02/24/26	RENT N SAVE PORTABLE SERVICES	750.00	0	Regular
386399	02/24/26	RICE LAKE CONSTRUCTION GROUP	130,496.87	R	ACH
386400	02/24/26	ROCKMOUNT RESEARCH & ALLOYS IN	95.53	0	Regular
386401	02/24/26	SELCO	4,116.55	R	ACH
386402	02/24/26	SENIORPLACE INC	164.00	0	Regular
386403	02/24/26	SHERWIN WILLIAMS COMPANY	447.61	0	Regular
386404	02/24/26	SHI INTERNATIONAL CORP	537.23	0	Regular
386405	02/24/26	SHOT IN THE DARK STUDIO	134.00	0	Regular
386406	02/24/26	SHRED RIGHT	85.06	R	ACH
386407	02/24/26	SMARSH INC	16,869.83	0	Regular
386408	02/24/26	SOUTHEAST SERVICE COOPERATIVE	167,578.68	R	Wire Transfer
386409	02/24/26	SPHERION STAFFING LLC	932.35	0	Regular
386410	02/24/26	SPLIT ROCK MANAGEMENT INC	11,580.00	R	ACH
386411	02/24/26	STATE INDUSTRIAL PRODUCTS	587.83	R	ACH
386412	02/24/26	STEVE JAMES EXCAVATING INC	8,036.09	R	ACH
386413	02/24/26	STEWART COMPANIES INC	257.25	0	Regular
386414	02/24/26	SUNSET LAW ENFORCEMENT	2,793.00	0	Regular
386415	02/24/26	SURGICALLY CLEAN AIR	8,580.00	R	ACH
386416	02/24/26	SWANK MOTION PICTURES INC	826.00	R	ACH
386417	02/24/26	SYNCHRONY BANK - LOWE'S	858.57	0	Regular
386418	02/24/26	T-mobile	1,071.42	0	Regular
386419	02/24/26	TAMMY R INGVALDSON	15.00	0	Regular
386420	02/24/26	TELUS HEALTH LTD	5,200.00	R	ACH
386421	02/24/26	TEMPLE ELECTRIC MOTOR SERV INC	5,423.00	R	ACH
386422	02/24/26	THOMPSON SANITATION INC	159.00	R	ACH
386423	02/24/26	TOWMASTER	856.49	R	ACH
386424	02/24/26	TRAVIS ARDOLF	19.75	0	Regular
386425	02/24/26	TRUCK CENTER COMPANIES LLC	455.40	0	Regular
386426	02/24/26	TURFWERKS	7,175.41	R	ACH
386427	02/24/26	UNITED WAY	20.00	0	Regular
386428	02/24/26	VAN METER INC	363.40	0	Regular
386429	02/24/26	VAULT HEALTH	915.95	0	Regular
386430	02/24/26	VENTURE HYDRAULICS INC	161.05	R	ACH
386431	02/24/26	VENTURE HYDRAULICS INC	69.76	0	Regular
386432	02/24/26	VERIZON WIRELESS	2,265.76	0	Regular
386433	02/24/26	VERSATERM PUBLIC SAFETY US INC	6,728.40	R	ACH
386434	02/24/26	VESTIS GROUP INC	221.36	0	Regular
386435	02/24/26	WALBRAN & FURNESS CHARTERED	19,749.99	R	ACH
386436	02/24/26	WASECA COUNTY HWY DEPT	33.67	0	Regular
386437	02/24/26	WEN-COL INC	847.20	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
386438	02/24/26	WEX HEALTH INC	360.25	R	Wire Transfer
386439	02/24/26	WINTER SERVICES LLC	25,996.71	0	Regular
386440	02/24/26	XAAJI MASCUUD C	500.00	0	Regular
386441	02/24/26	ZEP MANUFACTURING CO	801.89	R	ACH
386442	02/26/26	NEAR NORTH TITLE GROUP	111,967.20	0	Regular

74	Checks total:	415,584.38
60	ACH total:	721,782.34
0	EFTPS total:	
5	Wire transfer total:	3,039,580.88
0	Payment Manager total:	
139	GRAND TOTALS	4,176,947.60



CITY OF
OWATONNA

Licenses Permits

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Early Edition Rotary Previous Gambling Permit Number: XB-94946-25-008
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 91-2079541
 Mailing Address: PO Box 394
 City: Owatonna State: MN Zip: 55060 County: Steele
 Name of Chief Executive Officer (CEO): Jeff Elstad
 CEO Daytime Phone: 507-676-0411 CEO Email: jeelstad@gmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): rguthier@owatonna.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

Attach a copy of at least 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.)

☒**Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division

60 Empire Drive, Suite 100

St. Paul, MN 55103

#2472309-2

Rotary International
District #5960

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐**Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒one of four or fewer bingo events held this year. Dates: April 17, 2026**-OR-**☐

conducted on up to 12 consecutive days in connection with a:

☐

county fair

Dates: _____

☐

civic celebration

Dates: _____

☐

Minnesota State Fair

Dates: _____

Person in charge of bingo event: Darren Roemhildt Daytime Phone: 507-451-7580Name of premises where bingo will be conducted: Eagles Club Aerie 1791Premises street address: 141 E. Rose StCity: Owatonna If township, township name: _____ County: Steele

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**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Owatonna

Signature of City Personnel:

Jeannette Clawson
Title: Admin Coordinator Date: 2/23/26

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

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

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: NIA

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 excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota 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.

Chief Executive Officer's Signature: [Signature] Date: 2/23/26
(Signature must be CEO's signature; designee may not sign)

Print Name: Jeffrey S. Kustad

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. 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.

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

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 Department 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.



CITY OF
OWATONNA

Event Permits



CITY OF
OWATONNA

Miscellaneous



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement – Global Environmental Education - Hamline University Center

Purpose:

Requesting City Council approval of an agreement with Hamline University Center for Global Environmental Education (CGEE) CGEE Adopt-a-Drain program.

Background:

The City's Municipal Separate Storm Sewer System (MS4) Permit requires the City to provide routine stormwater and water quality related education, outreach, and public involvement programs and opportunities. The city has previously maintained an "Adopt a Catch Basin" program. Due to limited involvement and inefficient tracking methods, staff has engaged with Hamline University's Center for Global Environmental Education to explore membership of the Adopt-a-Drain program.

The Adopt-a-Drain program provides tools to residents (Participants) mobilized by the city. The Participants work within a targeted geographic area established by the city to take regular and sustained actions to manage localized flooding risks and reduce runoff pollution by clearing debris obstructing storm drains in the catch basin related to the Participants' geographic area.

1. Inclusion of catch basin geographic information system ("GIS") data submitted by the Organization on the Adopt-a-Drain.org website.
2. Access to an administrative portal with data regarding Participants and reported pollution that allows city staff to view participation impacts over time; sort data according to pollution type; create and export reports of pollution and cleared debris.
3. City staff will have access to a downloadable list of Participants who sign up for the Adopt-a-Drain program.
4. Access for the Organization to online design files for creating branded, customizable marketing materials and educational resources to promote the Adopt-a-Drain program to Participants and catch basin area residents and sustain the City's participation in the Adopt-a-Drain program.

Budget Impact:

The total cost of the services is \$4,474.25 and will be paid from the Stormwater Utility Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Adopt a Drain Onboarding Packet - Owatonna MN

Adopt-a-Drain Onboarding

We're excited to get you onboarded to Adopt-a-Drain! Below is the information we need from you to get started. Please don't hesitate to reach out if you have any questions. We would be happy to set up a call to walk through all of this, just let us know.

Please send questions and information to info@addopt-a-drain.org

GIS data, shapefiles, or geodatabase:

- Storm Drain location (points)
 - include only the storm drains that you want listed as adoptable on the map
 - exclude any other stormwater features such as manholes, outlets, etc
- Watershed / Subwatershed Boundaries (polygon)
 - The watershed / subwatershed boundaries are used for aggregating data for our reports and can be used to determine which yard sign a participant receives (based on which watershed/subwatershed the drain is located in).
 - Our default is to use the National Watershed Boundary dataset HUC-10 (fifth level / watershed) and HUC-12 (sixth level / subwatershed) boundaries for this. If you'd like us to use different boundaries, we will need the shape files for those.

Data Portal Access

- Send us the names and email addresses of anyone you would like to have set up for access to the Nova data portal.

City Logos:

- Send us your logo, with a transparent background: one in color with a transparent background, one white with a transparent background
 - The color logos are used in the welcome email and on the welcome letter. The white logo is used on any of our materials with a blue background

Yard Signs

- We can create up to 4 different yard sign designs that refer to your local water bodies. Below are the standard backgrounds for Lake, River, and Creek signs. The “We protect...” wording can be changed to refer to a specific body of water.



- If you would like us to create a different yard sign background with custom elements (additional cost, [see our guide here](#)), please let us know!
- We can create more than one sign for you. In that case, we will send out the signs to participants based on which watershed or subwatershed the drain is in, so we'll need to know which watershed/subwatershed goes with which sign wording and background. Make sure that you have a sign choice for all locations in your city.
- For each yard sign, we will need to know:
 - which sign template to use
 - the name of the waterbody to use on the sign
 - the watershed/subwatershed for the sign

Other Outreach materials

Below are links to our Marketing and Outreach Guide, our Google Drive for outreach materials, and our starter social media kit. You are welcome to use any of these materials to help get the word out about the program. We can also add your logo and adjust wording to refer to your local bodies of water. Just let us know what you need

- [Marketing Guide](#) (includes brand standards), this walks through the materials available to you and recommended specs for printing
- [Google Drive](#) with Marketing Material files, you are welcome to download and print these
- [Starter social media kit](#)

Welcome Letter

The default welcome letter text is included below, please edit with Track Changes as you see fit and send it back to us. It would be great to include public works contact information so residents know who to contact if there are issues. You can also include any other information you want sent to residents. We will add your logo to the letter and will print the letter in Adopt-a-drain letterhead.

Default welcome letter text:

Hello and thank you for signing up to adopt a storm drain in your neighborhood!

By adopting a drain, you're committing to keeping the drain and the area around it clear of leaves, trash, and other debris. Below you'll find answers to a few questions that we hope will help you get started with the program. If you have any questions, please feel free to email us at info@adopt-a-drain.org.

How often do I need to rake, sweep, clean my storm drain?

There's no specific requirement for how often you need to sweep up. Most people clear their drain about twice a month, but be sure to check the drain before and after big rain storms to avoid flooding, during leaf collection season, and when snow begins to melt.

What special equipment / materials do I need?

A rake, broom, dust pan and bucket or yard waste bag should be all you need in terms of equipment. In the event you are interested in adopting a storm drain on a busy street, it is advised that you clear the drain from the curb, wear bright or reflective clothing and use safety cones if you have access to them. Be aware that leaves, if water-logged, can be heavy enough to break a rake!

What do I do with the debris I've collected?

Some sorting is involved. Cans, bottles, and appropriate plastic should be cleaned and recycled. Compostable material like leaves and grass clippings can be composted. Other debris like pet waste and trash should go in the garbage.

Is this a safe activity that I can do with my children or a scout troop?

Adopt-a-Drain is meant to be a safe, family activity, however all participants must be supervised by an adult and you must be an adult to sign the waiver. Please take a

moment to review our tips on how to clear your drain and stay safe while doing it at xx.adopt-a-drain.org/safety-information.

Who can adopt a drain?

You must be an adult to adopt a drain and sign the liability waiver, however, young people may work on cleanup with parental consent and adult supervision.

My time commitments have changed, can I unadopt my drain?

While we ask you to commit to clearing your adopted drain for at least one year, we will assume you are continuing to participate in the program until you notify us otherwise. You can discontinue your participation at any time by logging in to your account and unadopting your drain, or by sending us an email. We'll be happy to help.

What is entailed in estimating the amount of debris I collect? Do I need to use a scale?

In order to help us track the positive impact of Adopt-a-Drain on our watersheds, we are asking you to roughly calculate the amount of debris you collect when you clean your drain(s). You can do this online by logging into your account, clicking on "Track Impact" and then "Add a Cleaning." You can estimate the debris you collect in pounds or gallons; our online calculator will translate gallons into pounds for most types of debris. Remember, we just need a rough estimate!

If you find that the record-keeping is getting in the way of the cleaning, don't sweat it! It's much more important that you do the cleanup. But please report in the Adopt-a-Drain tool at least quarterly so we can collect some data and know that you're taking care of your drain.

What happens if there are materials by or in my drain that I don't feel comfortable or able to remove?

Safety First! Never do anything to put yourself at risk. At no time should you remove the grate or clean inside the drain. If you feel your drain needs extra cleaning (i.e. chronic flooding or blockage) please contact your city's maintenance department.

How can I promote my efforts to my neighbors and the community?

We're so glad you asked! Put a sign in your yard and be ready to tell neighbors who ask about your participation in the program.



info@adopt-a-drain.org

If you take any great photos when you're out there cleaning your drain, share them with us and follow us on social media on Facebook, Instagram, and Twitter.

Still have a question? Don't hesitate to contact us. Please email us at info@adopt-a-drain.org

[Your Logo included here]



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Deanna Sheely, Communications Manager
SUBJECT: Indoor License Agreement - August 18-23, 2026 - Steele County Free Fair

Purpose:

Request Council approval for an agreement to reserve booth space for the City's use during the 2026 Steele County Free Fair.

Background:

Historically, the City's Stormwater Management and Parks & Recreation Departments displayed information in the Great Outdoors Center during the Steele County Free Fair. The City plans to expand the scope of this public engagement opportunity to include other departments and elected officials. This agreement includes a request to change the location of the City of Owatonna booth to the Four Seasons Centre. The goal of the requested location change is to increase the number of visitors to the booth and optimize the engagement opportunity with the public.

Budget Impact:

The budget impact is \$554.85.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. SCFF Indoor License Agreement



Steele County Free Fair
 1525 South Cedar Avenue • P.O. Box 650
 Owatonna, Minnesota 55060
 507-451-5305 • www.scff.org • steelecountyfreefair@scff.org

SCFF Indoor License Agreement - August 18-23, 2026

Company Name: City of Owatonna
 Contact Person: Deanna Sheely
 Mailing Address: 540 West Hills Circle City: Owatonna State: Zip:
5077747343 Business Phone: Cell Phone: 6516767156
 E-Mail (Required): deanna.sheely@owatonna.gov
 Company/Product Website: owatonna.gov

The Steele County Agricultural Society agrees to provide the following space for a commercial concession or exhibit for the Steele County Free Fair. The space assigned in the agreement cannot be used for any other use or person, group or corporation not mentioned herein.

Building: Booth#: Size:

Privilege granted under this agreement gives the exhibitor permission to conduct or sell the following products: Information about City programs, services, amenities

Exhibitors are permitted to sell only items listed in the license. Be sure the license is correct regarding products you intend to sell at the SCFF. **If you wish to change, add, or eliminate some products, you MUST submit a separate letter with this information to be approved by the board.** All products sold are subject to Steele County Sheriff's Department approval.

Rent paid by April 1st \$528.00 for a 10' x 10' booth
528 Booth Licensing Fee (amt above)

SOLD OUT Premium Vendor Parking Lot \$85

 Vendor Parking Lot \$25

 General Public Parking Lot \$25

 Supply Truck Parking-No electrical \$75

*Parking/Supply/Camping Information page on 4.

 Supply Truck Parking w/electrical \$115

 Supply Delivery Pass \$35

SOLD OUT Weekly Camping Fee \$300

26.85 Table & Chair Rental (Check information and prices on page 2.)

554.85 **TOTAL PAYMENT** Payment Options: Cash, Check, Credit Card (3% fee will be added)

***Payment must be received by April 1, 2026, or your booth will be sold.

I have thoroughly read and agree to the terms and conditions provided in the Vendor License Information.

(Fair Management signature & date)

Signed by:
Deanna Sheely 2/19/2026
6E9968F93741F478...
(Vendor signature & date)

How will you make payment?

- ☒ I will mail a check.
- ☐ I will call with my credit card number (3% credit card fee is applied)

General liability insurance is required for all vendors. Please indicate your intention.

- ☒ I will provide my Certificate of Insurance by July 15, 2026.
- ☐ I need to purchase liability insurance from the Steele County Free Fair.

Please complete the attached ST-19 Form.

Do you wish to participate in Senior Day on Thursday?

- ☐ Yes
- ☒ No

Senior Day Special Offering

Please list the Senior Special you wish to offer.

TABLE & CHAIR RENTAL One table and two chairs, rent for \$26.85. Additional tables are \$5.37 and additional chairs are \$1.08 (prices includes 7.375% sales tax). Please complete the information below to reserve.

 x one table, two chairs additional table additional chairs

 I don't need tables and chairs



Steele County Free Fair
 1525 South Cedar Avenue • P.O. Box 650
 Owatonna, Minnesota 55060
 507-451-5305 • www.scff.org • steelecountyfreefair@scff.org

SCFF Indoor License Information - August 18-23, 2026

LICENSE INFORMATION-TERMS AND CONDITIONS

The privileges granted by this License Agreement may not be transferred, sold, assigned, or otherwise disposed of whether voluntarily or involuntarily or by law without the written consent of the Steele County Agricultural Society dba the Steele County Free Fair. Steele County Agricultural Society may hereafter be referred to as the Steele County Free Fair, SCFF, or Fair.

A written request for cancellation of license must be received by SCFF no less than 30 days before the commencement of the fair. If cancellation is approved, a cancellation fee of \$150.00 will be applied, and the remainder of your funds returned to you. The SCFF does allow the license fee to be carried over to the following year if needed and approved by the SCFF. If a concessionaire is a no show for the event, no fees will be refunded.

The SCFF management reserves the right to refuse to accept any exhibitor who, in the sole judgment of the management, does not meet the standards of the Steele County Free Fair.

The Steele County Agricultural Society reserves the right to terminate this license at any time. If terminated by the Steele County Agricultural Society prior to commencement of the Fair, the fees shall be refunded, and the Agricultural Society shall not be liable for any other costs. If terminated by the Steele County Agricultural Society for what it, in its sole discretion, determines to be good cause, the concessionaire shall promptly remove all its property and leave the premises. The Steele County Agricultural Society shall not be liable for any refund or any other costs, claims or damages by reason of such termination.

This license is void after April 1, 2026, if it is not paid in full.

INSURANCE

Each Licensee shall obtain and keep in force until completion of the "event", including set up and tear down, a commercial General Liability insurance contract with personal injury and property damage liability limits equal to or greater than \$1,000,000 per claim. The Licensee shall provide a Certificate of Insurance to the Steele County Agriculture Society, evidencing such coverage 45 days prior to the event. **Such Licensee shall name "Steele County Agricultural Society" 1525 S. Cedar Ave Owatonna, MN 55060 and "the County of Steele" as an additional insured.** If you'd like to purchase insurance through the fair, contact the office by July 1st.

A licensee shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage, or loss of whatever nature, arising directly or indirectly from their participation in the event. Licensee shall INDEMNIFY, SAVE AND HOLD HARMLESS the Steele County Agricultural Society and its employees, directors, agents, and volunteers from and against all liability, loss damages, claims, costs, and expenses (including attorney fees) arising out of the injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expenses arising from their participation in the event.

INDOOR VENDOR INFORMATION Standard booth size in the Four Seasons Centre, East and West Buildings, is 10' x 10'. The booths are draped 8' high in rear with 30" on the sides. No booth can display higher than the 8-foot drape. Exhibitors may not block the view of your neighbors with your display. All displays must be within the designated size. No tents inside. All displays are at the discretion of the SCFF.

Signs are only allowed within your booth space, not in roads or walkways. NO sandwich boards or handwritten signs can be used. Sound systems must be used in a manner so as not to disturb others in the area. No helium balloons, stickers or burning of candles are allowed in the buildings.

SCFF requires booths to always be manned. **Failure to staff your booth during fair hours could result in not being invited back the following year.** Exhibitors are required to keep displays open until closing at 8 pm on Sunday.

Vendors are allowed in the buildings at 9:00 am Wednesday through Sunday. If this does not work for you, contact the fair office.

FAIR WEEK HOURS of OPERATION for Inside Vendors

Tuesday - 12 pm - 9 pm

Wednesday – Saturday 10 am - 9 pm

Sunday – 10 am - 8 pm

SET UP INFORMATION

INDOOR VENDOR SETUP TIMES – Friday through Tuesday prior to the fair

Friday 8 am - 4 pm

Saturday 9 am - 3 pm

Sunday 9 am - 2 pm

Monday 7 am - 8 pm

Tuesday 8 am – Noon

You are strongly encouraged to set up prior to Tuesday. SCFF cannot guarantee how close you will get your vehicle to your booth on Tuesday. Buildings are locked at all other times and security is on the fairgrounds starting Sunday evening. All exhibitors must be set up and ready at 12 pm noon for the building opening on Tuesday. Space not occupied by 11 am on Tuesday will be resold, and no refund will be made.

Tear Down Information Sunday, vendors can remove items after 8 pm. Oak Street loading zone will be open from 8:00 pm – 10:30 PM or based on public safety. The SCFF asks that all booths be completely removed by Monday at noon. Please contact the fair office if you will not be able to meet this deadline.

TABLE & CHAIR RENTAL One table and two chairs, rent for \$26.85. Additional tables are \$5.37, and additional chairs are \$1.08 (prices includes sales tax).

PARKING

VENDOR PARKING- The SCFF has designated Diamond #1 as a Vendor Parking Lot at a rate of \$25.00 for the week. A vendor bus runs an hour before the building opens and an hour after the building closes to the vendor parking lot. Parking in the general admission lot is \$5.00 per admission or \$25.00 per week. On-street parking is free.

PREMIUM PARKING-The premium parking spots near the Four Seasons Centre are limited in number. They are reserved spots and are \$85.00 for the week. They will be sold on a first come first served basis. Limit of 1 per company/vendor. **It is best to include this fee with your license agreement.**

SUPPLY PARKING-*Spaces for supply vehicles/trailers are assigned by the fair director in charge of supply parking. Spaces are assigned on the grounds. Each space will have a fee of \$75.00 without electricity or \$125.00 with electricity. A FREE LOT may be available for storing vehicles and trailers not needed on the grounds about 3 blocks from the fairgrounds. **Supply trucks can only be parked in designated reserved areas, not behind concession stands. Supply trucks are NOT allowed on the fairgrounds between 10:00 am and 12 midnight fair week.**

SUPPLY DELIVERY-*A \$35.00 supply delivery pass for vehicles needing to re-stock concession stands between 6:00 AM and 10:00 AM is available but does not allow for parking on the grounds.

*If you need to purchase supply parking or a supply delivery pass, please complete the *Supply Vehicle Parking Permit Application*.

CAMPING

The SCFF campground is sold out. The SCFF will do its best to accommodate vendors. Please let the SCFF office know if you would like to be added to the waiting list.

Camping rates for vendors already registered for 2026 are \$50.00 daily or \$300.00 for the entire week. Fee includes electricity and water on each site. Dump stations are located in the campground east of the track and south of the Foundation Building. Tents are \$25.00 with electric per day or \$150 for the week. Tents without electric are \$15.00 per day or \$90.00 for the week.

GOLF CARTS

Golf carts, including gators, four wheelers, ATVs, etc. are allowed for deliveries and must be registered. They are not allowed on the grounds after 10 a.m. or before 11 p.m. Proof of Insurance and driver's license are required. Register and pick up an ID tag in the fair bank office when you arrive.

VENDOR SERVICES AVAILABLE

- The fair office will not accept Fed Ex, UPS, or similar deliveries. There will be coordinated pick up locations to meet carriers for your packages. There is a post office substation located across the street at Hy-Vee.
- 24-hour security is provided by the Steele County Sheriff's Office. Security includes mounted posse during evening hours and overnight. The Sheriff's Office is in the Muckle Building.

- The fair maintains a list of people who have applied to work at the fair. This list is available to vendors at the fair office.
- The First Aid Station is located on Elm Street in front of the Safety Zone Area on the north side of the fairgrounds.
- The sanitation department requires waste to be put in containers at night for early morning pick up.
- In case of an emergency, such as an evacuation, SCFF is not responsible for merchandise.
- No alcoholic beverages are allowed on the fairgrounds except in the Beer Garden, Steele Saloon, or Grandstand. Smoking is in designated areas only. Please check the map for specific areas.

HOTELS IN OWATONNA

Baymont by Wyndham. 507-455-1142	Comfort Inn. 507-444-0818
Courtyard By Marriot. 507-414-7578	Country Inn & Suites. 507-45-9295
Executive Inn. 507-451-8712	Home2 Suites Owatonna. 507-599-0100
Oakdale Motel. 507-451-5480	Quality Inn. 507-446-0228
Super 8. 507-451-0380	



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Renew Single-Family-Lot Incentive Program

Purpose:

Request Council renew the City's Single-Family Lot Incentive Program.

Background:

Last year, in an effort to encourage existing lots to be built upon, staff proposed a Single-Family-Lot Incentive Program. This program addressed engineering costs associated with meeting stormwater requirements on existing lots that do not have an approved grading plan. The city contributed \$2,500 towards construction permits for each home that met this requirement; this amount was intended to cover the engineering costs to complete the grading plans for the lot. Council authorized this as a pilot program during 2025 with plans to evaluate for future consideration.

During 2025, fourteen homes qualified to receive this incentive. Four homes are complete and received this incentive, ten homes are still in progress. The total number of single-family homes built in 2025 was fifteen, up from ten single-family homes built in 2024. Staff feels this incentive contributed to the increased number of homes built last year and will also help to increase the number proposed for construction this year. Several house plans have already been submitted this year anticipating this incentive will be offered. If approved, staff requests that house plans already submitted will be eligible for consideration to receive this incentive.

Budget Impact:

Staff anticipates there may be up to 16 homes that would qualify for the incentive program this year, \$40,000 would be allocated from the General Fund.

Staff Recommendation:

Staff recommends approval to renew the Single-Family-Lot Incentive Program until the end of 2026.

Attachments:

1. Residential Site Design - Incentive Program

Residential Lot Site Design –Incentive Program

Site Design Incentive

To facilitate the construction of new single-family residential homes on existing qualifying lots, the City will contribute towards the creation of an approved drainage plan for the lot by reimbursement of \$2,500.00 for each home constructed on these lots.

Qualifying Lots

Single family residential lots that qualify for this incentive program, must meet the minimum requirements outlined below:

1. Be an existing platted lot within Owatonna's municipal corporate boundary.
2. Located on an existing improved residential street.
3. Have existing public services and utilities.
4. Subdivision and lot do not have a drainage plan meeting current City Code or standards.

The City will determine eligibility for the incentive program at time of permitting.

Reimbursement Process

For the applicant to receive the incentive, the following items shall be satisfied:

1. Plans are prepared by a professional engineer licensed in the State of Minnesota.
2. All current Engineering Site Design Standards, Grading Permit requirements, and City Stormwater Management Code 52.00 provisions shall be met.
3. Grading Permit Close-out documentation including certifying the critical elevations.
4. Project obtains Certificate of Occupancy.

The \$2,500.00 site design reimbursement will be paid after final termination requirements and close-out documentation of the Grading Permit are met.



CITY OF
OWATONNA

Ordinances



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Second/Final Reading Proposed Ordinance 26-01: Adjust Sanitary Sewer Rates

Purpose:

Request City Council approval of this proposed ordinance to change the rates for sanitary sewer related to Chapter 35 of the 2015 Ordinance Code of the City of Owatonna related to Appendix A Fee Schedule, (C) Sewer Rates, charges and fees, (2) Industrial sewer rates and charges established, (3) Domestic sewer rates and charges established.

Background:

Annual adjustments of the sanitary sewer rates are necessary to maintain adequate funding for future operations and to fund the costs of the wastewater treatment facility expansion. The City recently worked with Nero Engineering and AE2S to update its Sewer Utility Rate Study to develop recommended rates for 2026. Rate increases vary across rate type and user class and are based on results of the cost-of-service analysis. The resulting 2026 proposed rates are provided in the attached ordinance and also included in the rate recommendation memo.

The Rate Study also modeled projected annual rate increases required to meet 10-year financial targets. Annual rate increases beyond 2026 are expected in the 7.0-8.0% range to maintain cash balances. It is recommended the City review the rate plan on an annual basis and make adjustments as necessary to meet financial targets. Council approved the first reading of this proposed ordinance during their meeting on February 17, 2026 and there have been no changes since ordinance language. AE2S has updated the rate memo to include the City of Medford's rate adjustment which will be presented in a later agenda item for Council's consideration.

Budget Impact:

The rate increase will result in increased revenue for the sanitary sewer fund. New rates to be effective April 1, 1026.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Amend Sewer Rates - Section 35 Appendix A - Fee Schedule 2026.03.03 2nd Reading
2. Owatonna - 2026 Proposed Sewer Rates Memo 02-20-26

ORDINANCE NO. 26-01

AN ORDINANCE AMENDING CHAPTER 35 OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, ENTITLED "SEWER, RATES, CHARGES AND FEES" BY AMENDING CHAPTER 35, APPENDIX A FEE SCHEDULE (C) SEWER RATES CHARGES AND FEES (2) INDUSTRIAL SEWER RATES AND CHARGES ESTABLISHED AND (3) DOMESTIC SEWER RATES AND CHARGES ESTABLISHED AND (5) SEWER HOOK-UP CHARGES AND(6) INDUSTRIAL WASTE WATER DISCHARGE PERMIT FEE"

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

Section 1. Chapter 35 of the 2015 Ordinance Code of the City of Owatonna, entitled "Sewer, Rates, Charges and Fees", Chapter 35, Appendix A Fee Schedule, (C) Sewer Rates Charges and Fees (3) Domestic Sewer Rates and Charges Established:

(2) *Industrial sewer rates and charges established.*

4. Initial unit cost figures shall be:

- a. $f = \$0.45 / 100 \text{ CCF}$;
- b. $b = \$481.95 / 1,000 \text{ pounds of BOD}$; and
- c. $ss = \$395.49 / 1,000 \text{ pounds of suspended solids}$.

(3) *Domestic sewer rates and charges established.*

(a) Rates and charges for domestic wastewater disposal service shall be \$3.65 per 100 cubic feet of the average amount of water billed in the months of December, January, and February and billed starting in March and each subsequent month of the year at that calculated amount for residential customers. Commercial, Light SIU, and Heavy SIU shall be billed on actual water use monthly. To each such statement, each month shall be added a service charge based on the meter size as shown in the following table (effective 04/01/26).

Customer Class	Monthly
Residential	\$20.41
Commercial	\$26.94
Light SIU	\$88.80
Heavy SIU	\$919.69

1. Vacant rental units with individual meters shall be charged only the monthly service charge (effective 1/1/2016).

2. Single-family residential units that are not being serviced by the city water system shall be charged the equivalent of 7 CCF of wastewater, equaling twenty five dollars and fifty five cents (\$25.55) per month, plus service charge for residential meter (effective 04/01/2026).

3. A charge of twenty one dollars and ninety cents (\$21.90) per month shall be made to new customers and to new residential construction based on 6 CCF commencing on the date of installation of the water meter and continuing until an average can be struck, from use in December, January and February in addition to the service charge based on the meter size. Customers moving within the city will be charged at the rate established at their previous residence until an average can be struck from use in December, January and February for the new residence (effective 03/01/2025).

(5) *Sewer hook-up charges.*

Residential	Fee
All Connections	\$1,669.00
Multi-Family*	\$/Unit
All Connections	\$1,335.00
Commercial	Fee
1" or Smaller	\$3,186.00
1-1/2"	\$6,373
2"	\$10,197.00
3"	\$19,119.00
4"	\$31,866.00
6"	\$63,725
Industrial	\$/100 gallons per day
All connections	\$801.00

* Three or more units in one building. Multi-Family users may be considered Residential or Commercial for regular sewer usage billings depending on how the property is connected and metered. For example, a multi-unit apartment that receives one utility bill should be considered Commercial and a multi-unit condo complex where each unit received a utility bill should be considered Residential. Both situations would be treated as Multi-Family for SACs

(1992 Code, § 540:15)

(6) *Industrial waste water discharge permit fee.* A fee for waste water discharge permit, as authorized in § 51.07 of this code of ordinances, shall be \$1,000.00.

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 __, 2026, with the following vote:

Aye __; No __; Absent __.

Approved and signed this __ day of __, 2026.

ATTEST:

Matthew T. Jessop, Mayor

Jenna L. Tuma, City Administrator/City Clerk

February 20, 2026

To: Sean Murphy, City of Owatonna
Copy: Eric Meester, Nero Engineering
From: Jacob Strombeck, AE2S
Re: **Proposed 2026 Sewer Rates Summary**

The City of Owatonna recently updated its Sewer Utility Rate Study to develop recommended rates for 2026. Rate increases vary across rate type and user class and are based on results of the cost-of-service analysis. The resulting 2026 proposed rates are provided in Table 1 below. The Rate Study also modeled projected annual rate increases required to meet 10-year financial targets. Annual rate increases beyond 2026 are expected at 7.0-8.0% range to maintain cash balances, with those projections through 2030 also provided in Table 1. It is recommended the City review the rate plan on an annual basis and make adjustments as necessary to meet financial targets.

Table 1. Sewer Rate Plan through 2030

	2025 Existing	2026 Proposed	2027 Projected	2028 Projected	2029 Projected	2030 Projected
Fixed Service Charge*	\$ / Month					
Residential	\$18.90	\$20.41	\$22.04	\$23.80	\$25.47	\$27.25
Commercial	\$24.94	\$26.94	\$29.09	\$31.42	\$33.62	\$35.97
Light SIU	\$82.22	\$88.80	\$95.90	\$103.57	\$110.82	\$118.58
Heavy SIU	\$851.57	\$919.69	\$993.27	\$1,072.73	\$1,147.82	\$1,228.17
Viracon (5x Light SIU)	\$411.09	\$443.98	\$479.50	\$517.86	\$554.11	\$592.89
Volumetric Rate	\$ / CCF					
Residential (winter water use)	\$3.38	\$3.65	\$3.94	\$4.26	\$4.55	\$5.21
Commercial and Light SIU (total water use)	\$3.38	\$3.65	\$3.94	\$4.26	\$4.55	\$5.21
Heavy SIU (metered sewer flow)	\$0.42	\$0.45	\$0.49	\$0.53	\$0.56	\$0.60
Viracon	\$1.97	\$2.12	\$2.29	\$2.48	\$2.65	\$2.83
Medford	\$2.47	\$2.67	\$2.88	\$3.11	\$3.33	\$3.56
Strength Charges (Heavy SIU)	\$ / 1,000 lbs					
Biological Oxygen Demand (BOD)	\$481.95	\$481.95	\$481.95	\$481.95	\$481.95	\$481.95
Total Suspended Solids (TSS)	\$366.19	\$395.49	\$427.13	\$461.30	\$495.59	\$528.14

*Medford's Fixed Service Charge is based on the same city charges for their respective connection types.



DATE: March 3, 2026
TO: Mayor and City Council
FROM: City Attorney Walbran
SUBJECT: First Reading Proposed Ordinance 26-02 Code Section 71.100, Use of Motorized ATVs, UTVs, Mini-Trucks & Golf Carts

Purpose:

Request Council approve the first reading of Proposed Ordinance 26-02 and Proposed Ordinance 26-03 regarding the use of motorized All Terrain Vehicles, Utility Vehicles, Mini-Trucks and Golf Carts within city limits and setting the permit fee for such.

Background:

Staff has received multiple inquiries regarding the operation of ATV, UTV, mini-truck and golf carts. This ordinance amends City Code Chapter 71, Recreational & Toy Vehicles with addition of Section 71.100, Use of Motorized ATVs, UTVs, Mini-Truck & Golf Carts. Staff has met with City Attorney Walbran and topic of previous Study Sessions with City Council.

Budget Impact:

Dependent on the number of permits issued. A 3-year permit fee is \$45.00, the renewal will also be for a 3-year period with fee of \$15.00.

Staff Recommendation:

Staff recommends approval of these proposed ordinances and requests the Second/Final Readings during the next City Council Meeting on March 17, 2026.

Attachments:

1. Proposed Ordinance 26-02 Regulate Golf Carts and ATVs

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 71 OF TITLE VII OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED “RECREATIONAL AND TOY VEHICLES” BY ADDING THERETO NEW SECTION 71.100 AUTHORIZING AND REGULATING THE OPERATION OF MOTORIZED ALL-TERRAIN (ATVs), UTILITY TASK VEHICLES (UTVs), MINI-TRUCKS, AND GOLF CARTS ON DESIGNATED ROADWAYS IN THE CITY AS PERMITTED AND LIMITED HEREIN.

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

Section 1. Chapter 71 of Title VII of the 2015 Ordinance Code of the City of Owatonna entitled “Recreational and Toy Vehicles” is hereby amended by adding thereto § 71.100 to read as follows:

Pursuant to Minn. Stat. § 169.045 the City authorizes the use and operation of motorized All-Terrain Vehicles (ATVs), Utility Task Vehicles (UTVs), Mini-Trucks, and Golf Carts on designated roadways as permitted pursuant to this Section.

§ 71.100 **Definitions.** For purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. *All-Terrain Vehicles (ATVs).*

- (a) All-Terrain Vehicles (ATVs) authorized under this Ordinance means a motorized vehicle with: (1) not less than four, but not more than six low pressure or non-pneumatic tires; (2) a total dry weight of 2,000 pounds or less; and (3) a total width from outside of tire rim to outside of tire rim that is 65” or less. All-Terrain Vehicles include a class 1 All-Terrain Vehicle and class 2 All-Terrain Vehicle.
- (b) All-Terrain Vehicle does not include an electric-assisted bicycle as defined in Minn. Stat. § 169.011, Subd. 27, Golf Cart, mini-truck, dune buggy, or go-cart or a vehicle designed and used specifically for lawn maintenance, agriculture, logging or mining purposes.
- (c) “Class-1 All-Terrain Vehicle” means an All-Terrain Vehicle that has a total width from outside of tire rim to outside of tire rim that is 50” or less. “Class-2 All-Terrain Vehicle” means an All-Terrain Vehicle that has a total width from outside of tire rim to outside of tire rim that is greater than 50” but not more than 65”. Minn. Stat. § 84.92, Subd. 8.
- (d) ATV seating is not specifically defined in Minn. Stat. § 84.92. ATV designs include a seat for the operator and passenger or a saddle so that the operator and any passengers sit straddling the vehicle.
- (e) ATV’s do not include an electric assisted bicycle as defined in Minn. Stat. § 169.011, Subd. 27, Golf Cart, mini-truck, dune buggy or Go-Kart, or a vehicle designed and used specifically for lawn maintenance, agriculture, logging or mining purposes.

2. ***Designated Roadway.***

(a) For Off-Road Vehicles (ATV's, UTV's, and Mini-Trucks), Designated Roadways are all public streets within the City;

(b) Designated Roadway for Golf Carts include public streets within the City except for the following:

(i) City streets, or portions of City streets where the speed zone is greater than 30 mph., provided, however, a Golf Cart operator is permitted to cross such street at an intersection at an angle approximately 90 degrees to the direction of the street (Minn. Stat. § 84.928 Subd 1a.;

(ii) Oak Avenue;

(iii) Hoffman Drive;

(iv) Upon any public street withing the Downtown area designated as an area bounded on the north by Rose Street, on the east by Elm Avenue, or south by Mill Street and on the west by Oak Avenue.

3. ***Driver and Operator.*** Driver and operator means a person who drives, operates, or is in physical control of any Off-Road Vehicles.

4. ***Golf Cart.*** A Golf Cart is a self-propelled vehicle of the type and style designated for and commonly used by patrons of golf courses with four low pressure tires, powered by an

electric motor or gasoline engine ranging from 4 to 20 horsepower (not exceeding 800cc), and not to exceed 25 miles per hour. Its total dry weight must not exceed 800 pounds.

5. ***Mini-Truck.*** Means a motor vehicle that has four wheels; is propelled by an electric motor with a rated power of 7,500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less; has a total dry weight of 900 to 2,200 pounds; contains an enclosed cabin and a seat for the vehicle operator; commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle; and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, Title 49, sections 571.101 to 571.404, and successor requirements. Minn. Stat. § 169.011, Subd. 40(a).
6. ***Off-Road Vehicle:*** Means All-Terrain (ATVs) and Utility Task Vehicles (UTVs), Mini-Trucks.
7. ***Utility Task Vehicles (UTVs).*** UTV means a side by side, four-wheel drive, Off-Road Vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1200 cubic centimeters or less and has a total dry weight of 1,800 but less than 2,600 pounds. Defined in Minn. Stat. § 169.045 Subd. 1(3).

§ 71.101 **Permits.**

1. No person shall operate an Off-Road Vehicle or Golf Cart within the city limits of Owatonna without first obtaining a permit pursuant to Minn. Stat. § 169.045, Subd. 1.
2. The Owatonna Police Department shall accept permit applications, and issue distinctive registration plates during normal business hours. Every application for a permit shall be made on a form supplied by the Owatonna Police Department and shall contain the following information:
 - (a) Applicant's name, address of residence and date of birth.
 - (b) The make, model, year, and vehicle identification number (VIN) of the vehicle being permitted.
 - (c) Minnesota Department of Natural Resources (DNR) registration information pursuant to Minn. Stat. § 84.922, if the applicant has a DNR permit.
 - (d) Proof of insurance, including the name of the Insurance Company, the policy number, effective dates and limits of coverage covering the permitted vehicle. The policy shall include Basic Economic Loss Coverage as required by Minn. Stat. § 65B.44 and Residual Liability Coverage under Minn. Stat. § 65B.49 with limits of coverage not less than as currently required or as hereafter amended.
3. Permits shall be effective for three (3) calendar years beginning January 1st and ending December 31st and permits may be renewed. An applicant may apply for more than one permit.

(a) Each Off-Road Vehicle and Golf Cart must have its own application and distinctive registration plate.

(b) Permit fees will not be prorated, transferred or refundable.

(c) The three-year permit fee shall be an amount duly established by the Owatonna City Council and set forth in the City's master fee schedule.

4. Once approved, the Owatonna Police Department will issue a City of Owatonna distinctive registration plate and sticker to be displayed clearly on the rear of the permitted Off-Road Vehicle or Golf Cart.

5. No permit will be issued if the applicant fails to comply with any required documents outlined in the application form.

§ 71.102 **Operation of Off-Road Vehicles.**

1. Every operator of an Off-Road Vehicle operating on designated roadways in this municipality must:

(a) have a City issued registration plate and sticker displayed clearly on the rear of the permitted vehicle pursuant to Sec. 71.101(4);

- (b) be operated by a driver at least 16 years of age with a valid driver's license and operate the vehicle within the license restrictions as provided in Minn Stat. Ch. 171;
 - i. any driver of an All-Terrain Vehicle (ATV) born after July 1st, 1987 who operates an ATV on public land must also have completed an approved ATV on-line safety course, pursuant to Minn. Stat. § 84.925;
- (c) equip the vehicle with a rearview or side mirror to provide the driver with adequate vision from behind as required by MN State Statute 169.70;
- (d) equip the vehicle with two operational headlights, tail, and brake lights and turn signals;
- (e) keep headlights on at all times and, if any vehicle lacks one or more of the foregoing lights, then:
 - (i) the vehicle may only be operated from sunrise to sunset;
 - (ii) the vehicle shall not be operated in inclement weather conditions, when visibility is less than 500 feet, impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway;
- (f) provide a signal of intention when turning or stopping, as required under Minn. Stat. § 169.19;

(g) have proof of insurance and possession while operating on designated roadways and shall produce such proof of insurance on demand of a police officer as specified in Minn Stat. § 169.791;

(h) operate only on city streets and County State Aid Roads (CSAH) within this municipality;

(i) not operate or travel on any sidewalk, bike or walking path, or any other trail within this municipality;

(j) if under the age of 18, operate or ride as a passenger only wearing a safety helmet approved by the commissioner of public safety and seatbelt when provided by the manufacturer, pursuant to Minn. Stat. § 84.9256, Subd. 2;

(k) ensure the number of occupants does not exceed the manufacturer's designed load capacity;

(l) abide by all Minnesota State Statutes and Regulations that may not be specifically outlined in this ordinance;

2. Every driver operating under permit has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Ch. 169;

- i. except when these provisions cannot be reasonably be applied to Mini-Trucks,
and except as otherwise specifically provided in Minn. Stat. § 169.045, Subd. 7;

§ 71.103 **Operation of Golf Carts.**

1. Every operator of a Golf Cart on municipal streets is subject to the following restrictions and must:

- (a) have a City issued registration plate and sticker to be displayed clearly on the rear of the permitted vehicle pursuant to Sec. 71.101(4);
- (b) drive within the posted speed limits;
- (c) never drive on any sidewalk, bike, or walking path, or any other trail within this municipality, except the paved path on Rose Street from Partridge Avenue Southeast to Country View Avenue Northeast, and Cherry Street;
- (d) on approved trails, keep to the right and yield right of way to all pedestrians;
- (e) may cross a roadway in a speed zone greater than 30 miles per hour at an angle of approximately 90 degrees to the direction of the road;
- (f) display a slow-moving vehicle placard or emblem as provided in Minn. Stat. § 169.522;

- (g) be operated by a driver at least 16 years of age with a valid driver's license and within the driver's license restrictions, pursuant to Minn. Stat. Ch. 171;
- (h) be equipped with a rearview or side mirror to provide the driver with adequate vision from behind as required by Minn Stat. § 169.70;
- (i) be equipped with two operational headlights, tail/brake lights and turn signals and if any vehicle lacks one or more of the foregoing lights, then:
 - i. The vehicle may only be operated from sunrise to sunset;
 - ii. The vehicle shall not be operated in inclement weather conditions, when visibility is less than 500 feet, impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway;
- (j) provide a signal of intention when turning or stopping, per Minn. Stat. § 169.19;
- (k) have proof of insurance in possession while operating on designated roadways and shall produce such proof of insurance on demand of a police officer as specified in Minn. Stat. § 169.791.
- (l) every driver operating under permit has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Ch. 169;

(m) ensure the number of occupants does not exceed the manufacturers' designed load capacity;

(n) abide by all Minnesota Statutes and Regulations not specifically referred to in this ordinance.

§ 71.104 **Passengers, Limits, Hitching.** No person may operate an Off-Road Vehicle or Golf Cart with:

(a) a passenger or passengers unless each such passenger(s) is/are seated on a seat specifically designed for the transport of passengers; or

(b) or allow any person to hitch a toboggan, hand sled, bicycle, skateboard, or other similar device onto any Off-Road Vehicle or Golf Cart on a public street.

§ 71.105 **Waiver of Liability.**

The operation of All-Terrain Vehicles (ATVs), Utility Task Vehicles (UTVs), Mini-Trucks, and Golf Carts is at the sole risk and responsibility of the permit holder, operator, and occupants.

The City assumes no responsibility for any accidents and injuries. By acceptance of the permit, the permit holder, operators and occupants waive the right to make any claim against the City.

§ 71.106 **Exceptions.**

1. Authorized City of Owatonna staff may operate city-owned Off-Road Vehicles and Golf Carts without obtaining a permit within the city. They may be operated at any time and on any municipal street, sidewalk, trail, right of way or public property when conducting maintenance or emergency response.

2. Nothing in this ordinance prohibits the use of All-Terrain Vehicles (ATVs), Mini-Trucks, Utility Truck Vehicles (UTVs), and Golf Carts within the right-of-way without a city permit in an organized event, parade, or contest, for which a City Permit has been issued.

§ 71.107 **Enforcement.** This Ordinance shall be enforced by the Owatonna Police Department.

§ 71.108 **Penalties.** A violation of this Ordinance is a petty misdemeanor under City Ordinance Code Sec. 10.99(A)(1)(b). A violation of this Ordinance when preceded by two or more petty misdemeanor convictions within the immediate 12-month period is a misdemeanor under City Ordinance Code Sec. 10.99(A)(1)(a).

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 _____, 2026 with the following roll call vote:

Aye _____;
No _____;
Absent _____.

Approved and signed this _____ day of _____, 2026.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk

Proposed Ordinance No. 26-03

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, CHAPTER 35 OF THE 2025 ORDINANCE CODE OF THE CITY OF OWATONNA ENTITLED "FEES AND CHARGES" BY AMENDING APPENDIX A: FEE SCHEDULE, (D), MISCELLANEOUS LICENSE AND PERMITS, SETTING THE PERMIT FEES FOR GOLF CARTS, ALL-TERRAIN VEHICLES, AND MINI-TRUCKS ON DESIGNATED ROADWAYS.

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

Section 1. Title III, Chapter 35 of the 2025 Ordinance Code of the City of Owatonna, Appendix A - Fee Schedule, is hereby amended by setting the permit fees for use of golf carts, all-terrain vehicles and min-trucks on designated roadways as follows:

<u>Code Section:</u>	<u>Type of License:</u>	<u>Conditions and Terms:</u>	<u>Amount:</u>
71.100	ATVs, UTVs,	Per 3 years	\$45.00/3 years
	Mini-Trucks and Golf Carts	Renewal Fee for 3 years	\$15.00/3 years

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 _____, 2026 with the following roll call vote:

Aye _____;

No _____;

Absent _____.

Approved and signed this _____ day of _____, 2026.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk



CITY OF
OWATONNA

Resolutions



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Mark Walbran
City Attorney
SUBJECT: Resolution 30-26: Set Public Hearing Date - 2025 Street & Utility Project Special Assessment Amendment

Purpose:

Resolutions 30-26 sets a date for hearing on the proposed reassessment, pursuant to Minn. Stat. § 429.071, subd. 1 of the assessment under the 2025 Street Utility Project for the premises at 1975 Linn Drive SW, an irregular-shaped lot.

Background:

On January 22, 2026, the owners of the residence at 1975 Linn Drive SW timely appealed the assessment to their property for improvements under the 2025 Street Utility Project for the sum of \$10,064.08. The assessment was based on a frontage of 193.54 feet, which was the frontage measured at a 30-foot setback based on the City's Assessment Policy. This residence is located on a horseshoe-shaped street on the interior loop.

Upon receipt of the owner's appeal, pursuant to Minn. Stat. § 429.071, subd. 1, The City reevaluated the assessment, taking into account factors unique to the lot, and recalculated the assessment based on the assessable footage for the entire project, multiplied by \$52/ft, and divided by the total number of parcels/properties that are being assessed. (4517.62 ft * \$52.00/ft = \$234,916.24 / 39 Parcels = \$6,023.49 per lot.)

The owners accepted the proposed reassessment of \$6,023.49.

Budget Impact:

The reduction in the assessment is \$4,040.59.

Staff Recommendation:

Staff recommends adoption Resolution No. 30-26 setting a hearing on March 17, 2026.

Attachments:

1. Resolution 30-26 Set Public Hearing Date - Amend Assessment - 2025 S&U Project

RESOLUTION NO. 30-26
A RESOLUTION FOR HEARING ON PROPOSED SUPPLEMENTAL ASSESSMENT

WHEREAS, Resolution No. 07-26 passed by the Council on January 6, 2026, adopted the proposed assessment for the cost of the construction of the 2025 Street and Utility Project, and

WHEREAS, Steve and Cathy Lacount, owners of the property at 1975 Linn Drive, Owatonna, MN filed a written objection to the proposed assessment of \$10,064.08 against their lot prior to the public hearing held on the proposed assessments, and

WHEREAS, pursuant to Minn. Stat. § 429.081 on February 17, 2026 Steve and Cathy Lacount timely served and filed a Notice of Appeal from the Resolution with the District Court, and

WHEREAS, Minn. Stat. § 429.071, Subd. 1 authorizes the Council to make a supplemental assessment to amend the assessment taking into consideration the particular and unique smaller size and pie-shape of the lot; and

WHEREAS, the average assessment of the 39 lots in the project area is \$6,023.49 and the owners have agreed to the assessment;

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

1. A hearing shall be held at a regular City Council meeting to be held in the Council Chambers of the City Administration Building at 7:00 p.m. on Tuesday, March 17, 2026, to consider such proposed supplemental assessment and at such time and place and the owners affected by such improvement will be given an opportunity to be heard with reference to such supplemental assessment.
2. The City Clerk is hereby directed to personally deliver or mail the notice of the hearing at least two weeks prior to the hearing, and the notice shall include the cost of the supplemental assessment.
3. If the Council approves the supplemental assessment a Stipulation of Settlement will be filed in the District Court and the action will be dismissed.

Passed and adopted this ____ day of ___, 2026 with the following vote:

Aye _____; No ____; Absent_____.

Approved and signed this ____ day of _____, 2026.

ATTEST:

Matt Jessop, Mayor

Jenna Tuma, City Clerk/Treasurer



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 31-26 Joint Resolution for Annexation - Ziegler Ag - Clinton Falls Township

Purpose:

Request Council approval of a Joint Resolution for Annexation for Ziegler Ag with Clinton Falls Township.

Background:

Ziegler Ag requested annexation of the three parcels surrounding their main building located at 3627 County Road 45 N. The amount of land is approximately 15 acres. By annexing the surrounding properties, their whole property will be within the City of Owatonna.

The process being used in this petition is a Joint Resolution with Clinton Falls Township. The Township approved the attached Resolution at their meeting on February 17th. As part of the Township requirements for annexation, the property owner will send a payment for lost tax revenue to the Township per the agreed-upon terms as laid out in the resolution.

Budget Impact:

The City will pay a \$60 filing fee to file the joint resolution with the State of Minnesota. This fee was covered within the applicant's application fee.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Ziegler Ag Joint Resolution
2. Ziegler Annexation - Township Location
3. Ziegler Annexation - Site Location Map
4. Ziegler – Owatonna – Orderly Annexation Petition with attachment

CITY OF OWATONNA - RESOLUTION 31-26

**IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN
THE CITY OF OWATONNA AND CLINTON FALLS TOWNSHIP
PURSUANT TO MINNESOTA STATUTES § 414.0325**

WHEREAS, a request from the property owner, Ziegler Owatonna, LLC, of the area proposed for designation and immediate annexation was received.

WHEREAS, the City of Owatonna and Clinton Falls Township jointly agree to designate and request the immediate annexation of the following described land located within Clinton Falls Township to the City of Owatonna, County of Steele, Minnesota;

ATTACHED AS EXHIBIT A

WHEREAS, the City of Owatonna and Clinton Falls Township are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Owatonna and Clinton Falls Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City of Owatonna and Clinton Falls Township have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Owatonna and the Township Board of Clinton Falls Township as follows:

1. **(Property.)** That the above described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed.
2. **(Acreage/Population/Usage.)** That the orderly annexation area consists of approximately 15.00 acres, the population in the area is 0.
3. **(Jurisdiction.)** That Clinton Falls Township and the City of Owatonna, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.
4. **(Municipal Reimbursement).** Minnesota Statutes § 414.036.
 - a. **Reimbursement to Towns for lost taxes on annexed property.**
Clinton Falls Township and Ziegler Owatonna LLC have agreed upon a payment of \$13,775.20 to be paid to the township in exchange for lost property taxes. The Township is authorized to sign this Joint Resolution. Upon approval of this annexation by the State of Minnesota, Ziegler Owatonna LLC shall have 60 days to

pay \$13,775.20 to Clinton Falls Township. The City of Owatonna is absolved from any property tax payments with regards to this annexation to Clinton Falls Township per this resolution.

b. Assessments and Debt.

That pursuant to Minnesota Statutes § 414.036 there are no special assessments.

6. **(Review and Comment).** The City of Owatonna and Clinton Falls Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

7. **(Other Terms of Resolution). Costs Associated with Orderly Annexation Agreement.**

Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees or other fees required by the State of Minnesota related to this Agreement or the annexation of property under this Agreement.

Adopted by affirmative vote of all the members of the Clinton Falls Township Board of Supervisors this 17th day of February, 2026.

CLINTON FALLS TOWNSHIP

ATTEST:

By: _____
Darren Hagen, Chairperson
Board of Supervisors

By: _____
Lindsey Noble, Township Clerk

Adopted by affirmative vote of the City Council of Owatonna this 3rd day of March, 2026.

CITY OF OWATONNA

ATTEST:

By: _____
Matt Jessop, Mayor

By: _____
Jenna Tuma, City Administrator

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LEGAL DESCRIPTION

That part of the Southwest Quarter of the Southwest Quarter of Section 28, Township 108 North, Range 20 West, Steele County, Minnesota, described as follows;

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 89 degrees 22 minutes 24 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter of Section 28, a distance of 644.62 feet to the actual point of beginning of the land to be described; thence North 00 Degrees 06 Minutes 19 Seconds East, a distance of 337.87 feet; thence North 89 Degrees 22 Minutes 24 Seconds West, a distance of 644.62 feet to the west line of said Southwest Quarter of the Southwest Quarter of Section 28; thence North 00 Degrees 06 Minutes 19 Seconds East, along said west line, a distance of 337.88 feet; thence South 89 Degrees 22 Minutes 24 Seconds East, a distance of 982.24 feet; thence South 00 Degrees 05 Minutes 33 Seconds West, a distance of 8.79 feet; thence South 89 Degrees 14 Minutes 22 Seconds East, a distance of 311.17 feet to a line parallel with and 16.50 feet west from the east line of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 00 Degrees 05 Minutes 17 Seconds West, along said parallel line, a distance of 666.23 feet to said south line of Southwest Quarter of the Southwest Quarter of Section 28; thence North 89 Degrees 22 Minutes 24 Seconds West, along said south line, a distance of 648.98 feet to the point of beginning.

The above described Land contains an area of 653,412 square feet or 15.000 acres, more or less.

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DESIGNED:	
CHECKED:	MJW
DRAWN:	BTW

Ziegler Owatonna
Owatonna, Minnesota

Westwood

Phone (320) 253-9495 1900 Medical Arts Ave S, Suite 100

Fax (320) 358-2001 Sartell, MN 56377

Toll Free (800) 270-9495 westwoodps.com

Westwood Professional Services, Inc.

Annexation
Exhibit

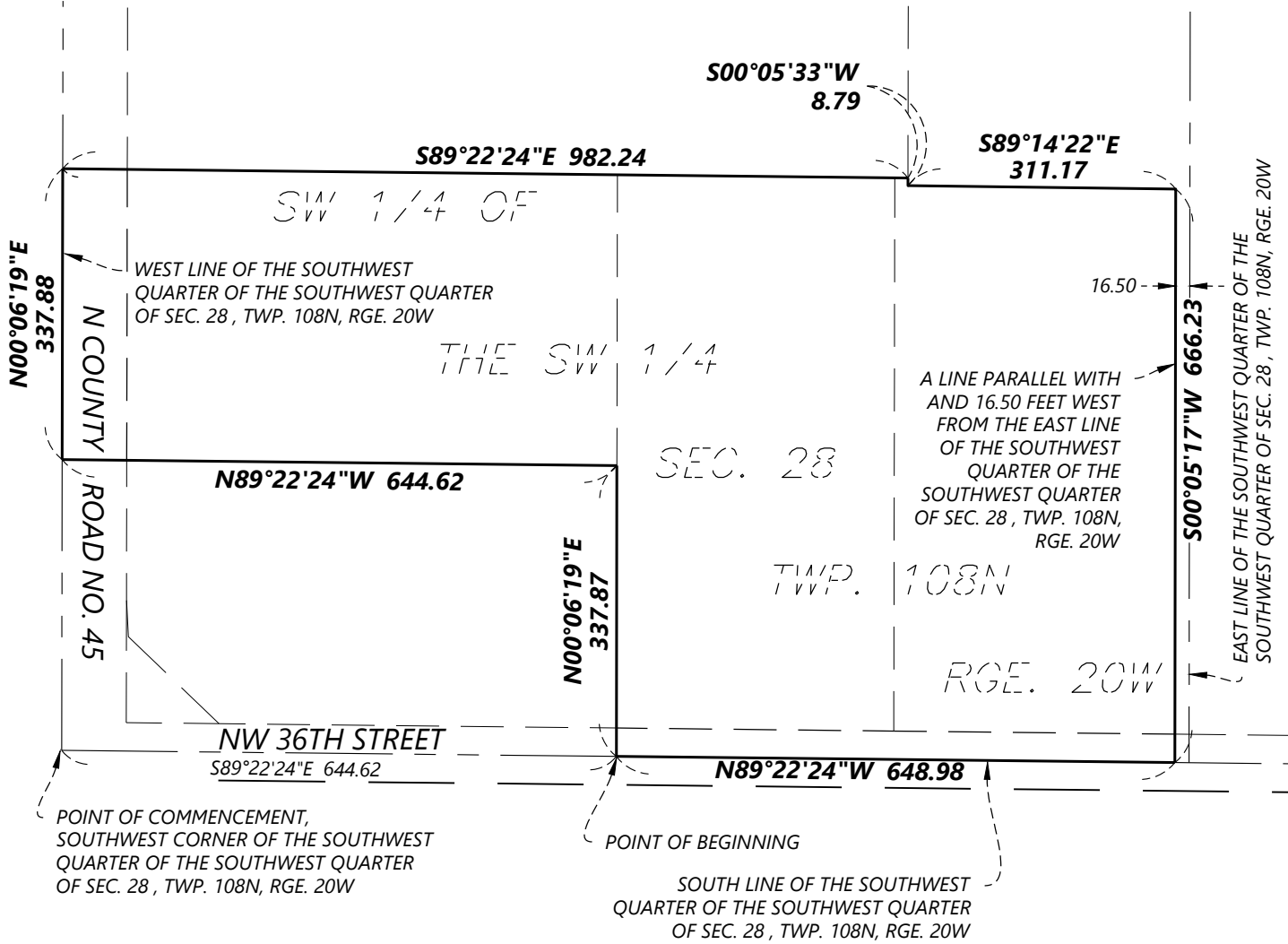
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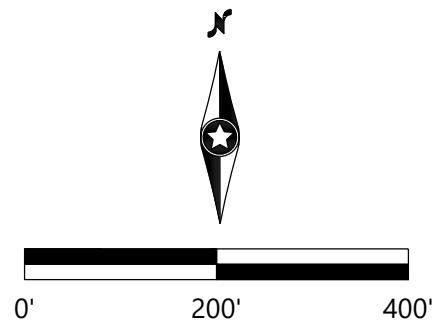
1 OF 2

DATE: 01/07/2026

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DESIGNED:	
CHECKED:	MJW
DRAWN:	BTW



Ziegler Owatonna
Owatonna, Minnesota

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**Annexation
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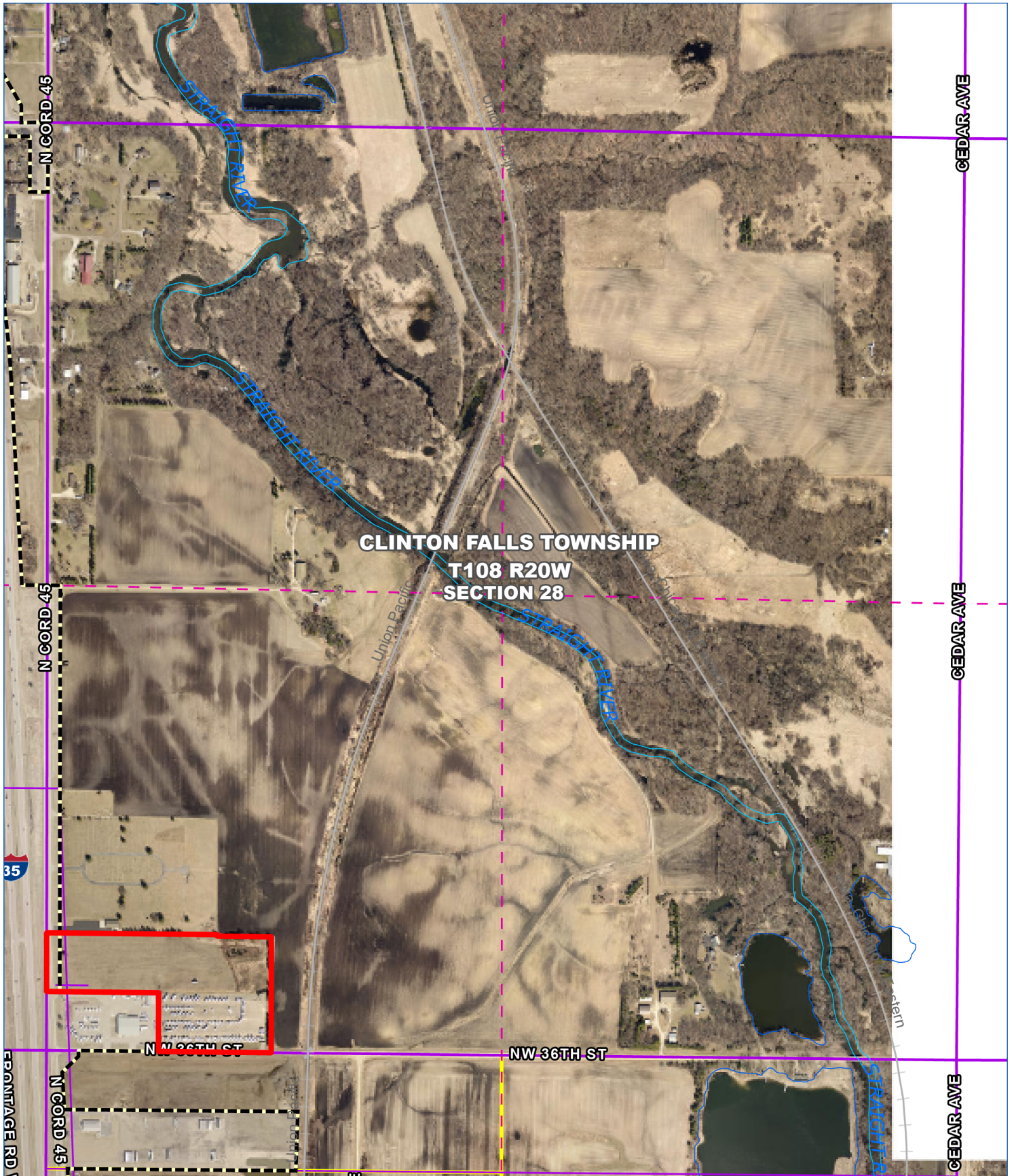
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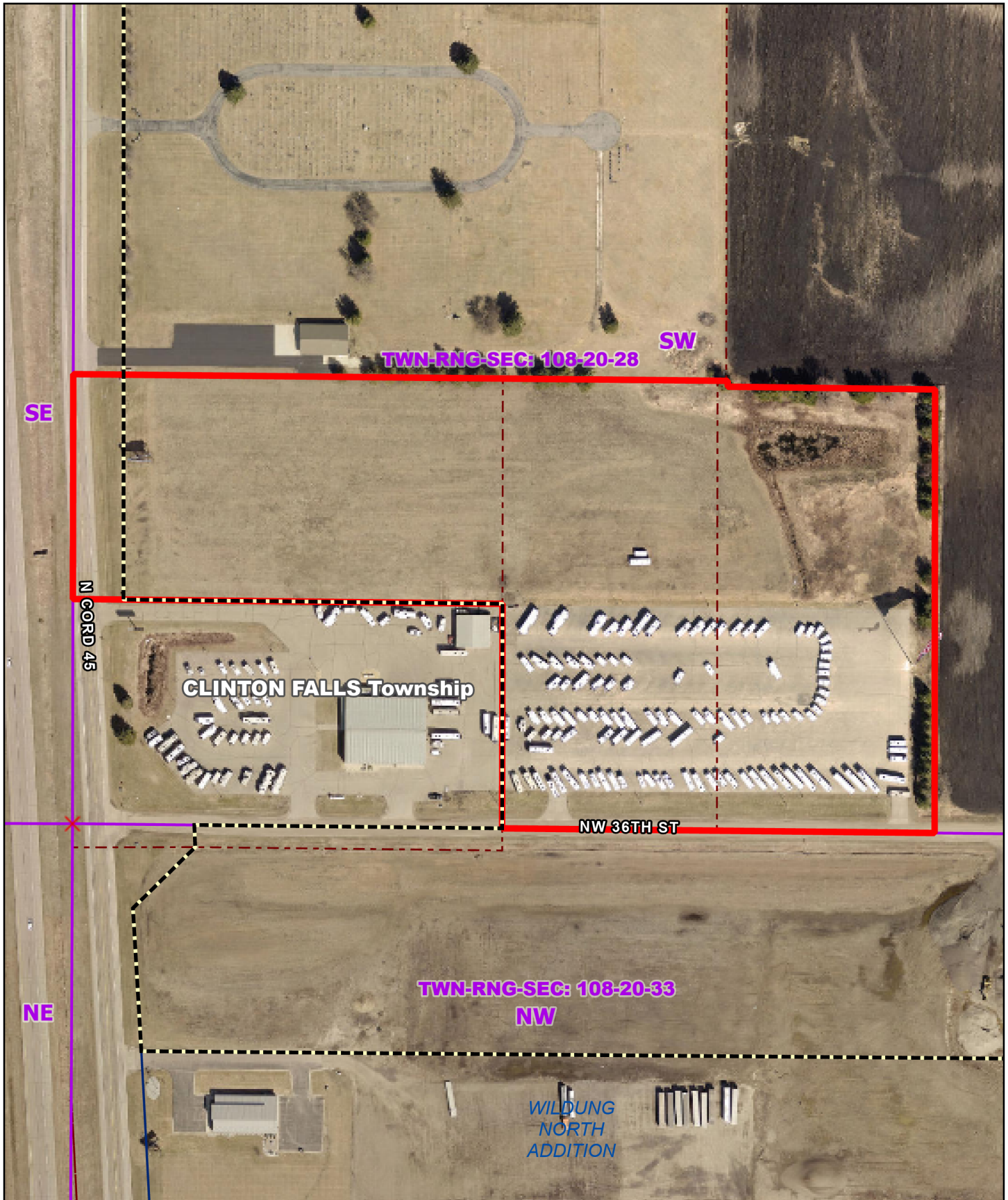
Ziegler Annexation - Township Location

City of Owatonna



Ziegler Annexation Site

City of Owatonna



PROPERTY OWNER PETITION FOR ANNEXATION BY JOINT RESOLUTION

**IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE ANNEXATION
OF CERTAIN LAND TO THE CITY OF OWATONNA, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.0325**

TO: Council of the City of Owatonna, Minnesota

PETITIONER STATE: The property owners are hereby requesting annexation to the City of Owatonna by a Joint Resolution:

It is hereby requested by:

_____ the sole property owner; or
_____X_ all of the property owners; or
_____ a majority of the property owners

of the area proposed for annexation to annex certain property described herein lying in the Town of Clinton Falls to the City of Owatonna, County of Steele, Minnesota.

The area proposed for annexation is described as follows:

LEGAL DESCRIPTION:

That part of the Southwest Quarter of the Southwest Quarter of Section 28, Township 108 North, Range 20 West, Steele County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 89 degrees 22 minutes 24 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter of Section 28, a distance of 644.62 feet to the actual point of beginning of the land to be described; thence North 00 Degrees 06 Minutes 19 Seconds East, a distance of 337.87 feet; thence North 89 Degrees 22 Minutes 24 Seconds West, a distance of 644.62 feet to the west line of said Southwest Quarter of the Southwest Quarter of Section 28; thence North 00 Degrees 06 Minutes 19 Seconds East, along said west line, a distance of 337.88 feet; thence South 89 Degrees 22 Minutes 24 Seconds East, a distance of 982.24 feet; thence South 00 Degrees 05 Minutes 33 Seconds West, a distance of 8.79 feet; thence South 89 Degrees 14 Minutes 22 Seconds East, a distance of 311.17 feet to a line parallel with and 16.50 feet west from the east line of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 00 Degrees 05 Minutes 17 Seconds West, along said parallel line, a distance of 666.23 feet to said south line of Southwest Quarter of the Southwest Quarter of Section 28; thence North 89 Degrees 22 Minutes 24 Seconds West, along said south line, a distance of 648.98 feet to the point of beginning.

The above described Land contains an area of 653,412 square feet or 15.000 acres, more or less.

1. There are 1 property owners in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only

counted once as an owner - the number of parcels owned by a petitioner is not counted.)

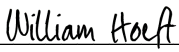
2. One property owner has signed this petition. (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)
3. Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is:
a. x Unplatted Platted Total
5. The reason for the requested annexation is to allow for the comprehensive and unified development of the annexed land with the adjacent Ziegler development that is already within the City.
6. The area proposed for annexation will be zoned B-2 Community Business.
7. All of the area proposed for annexation is or is about to become urban or suburban in character.
8. The total population for the area to be annexed is zero.
9. The Petitioners have submitted a fee of \$400 + \$10 per acre for the annexation.
10. The Petitioners agree to plat the property upon completion of the annexation.
11. The Petitioners agree that they will reimburse Clinton Falls Township 10 years of the township share of property taxes as part of the Orderly Annexation process for the developed parcels (12-028-3301 & 3302). The Petitioners further agree that they will reimburse Clinton Falls Township 30 years of the township share of property taxes as part of the Orderly Annexation process for the undeveloped parcel (12-028-3304). The payment timeline will be established within the Joint Resolution. Public Right of Way does not carry a taxable fee.
12. The area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to Minnesota Statutes § 414.0325, nor in any other boundary adjustment proceeding pending before the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.0325, the property described herein be annexed to and included within the City of Owatonna, Minnesota.

Dated:

1/15/2026

Signature:

Signed by:

7C40FF9D0699491...
Ziegler Owatonna LLC

Primary Contact Information:

Name: Dave Cox

Phone: 952-888-4121

Address: 901 West 94th Street, Minneapolis, MN 55420

Email: dave.cox@zieglercompanies.com

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LEGAL DESCRIPTION

That part of the Southwest Quarter of the Southwest Quarter of Section 28, Township 108 North, Range 20 West, Steele County, Minnesota, described as follows;

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 89 degrees 22 minutes 24 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter of Section 28, a distance of 644.62 feet to the actual point of beginning of the land to be described; thence North 00 Degrees 06 Minutes 19 Seconds East, a distance of 337.87 feet; thence North 89 Degrees 22 Minutes 24 Seconds West, a distance of 644.62 feet to the west line of said Southwest Quarter of the Southwest Quarter of Section 28; thence North 00 Degrees 06 Minutes 19 Seconds East, along said west line, a distance of 337.88 feet; thence South 89 Degrees 22 Minutes 24 Seconds East, a distance of 982.24 feet; thence South 00 Degrees 05 Minutes 33 Seconds West, a distance of 8.79 feet; thence South 89 Degrees 14 Minutes 22 Seconds East, a distance of 311.17 feet to a line parallel with and 16.50 feet west from the east line of said Southwest Quarter of the Southwest Quarter of Section 28; thence South 00 Degrees 05 Minutes 17 Seconds West, along said parallel line, a distance of 666.23 feet to said south line of Southwest Quarter of the Southwest Quarter of Section 28; thence North 89 Degrees 22 Minutes 24 Seconds West, along said south line, a distance of 648.98 feet to the point of beginning.

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DESIGNED:	
CHECKED:	MJW
DRAWN:	BTW

Ziegler Owatonna
Owatonna, Minnesota

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Annexation
Exhibit

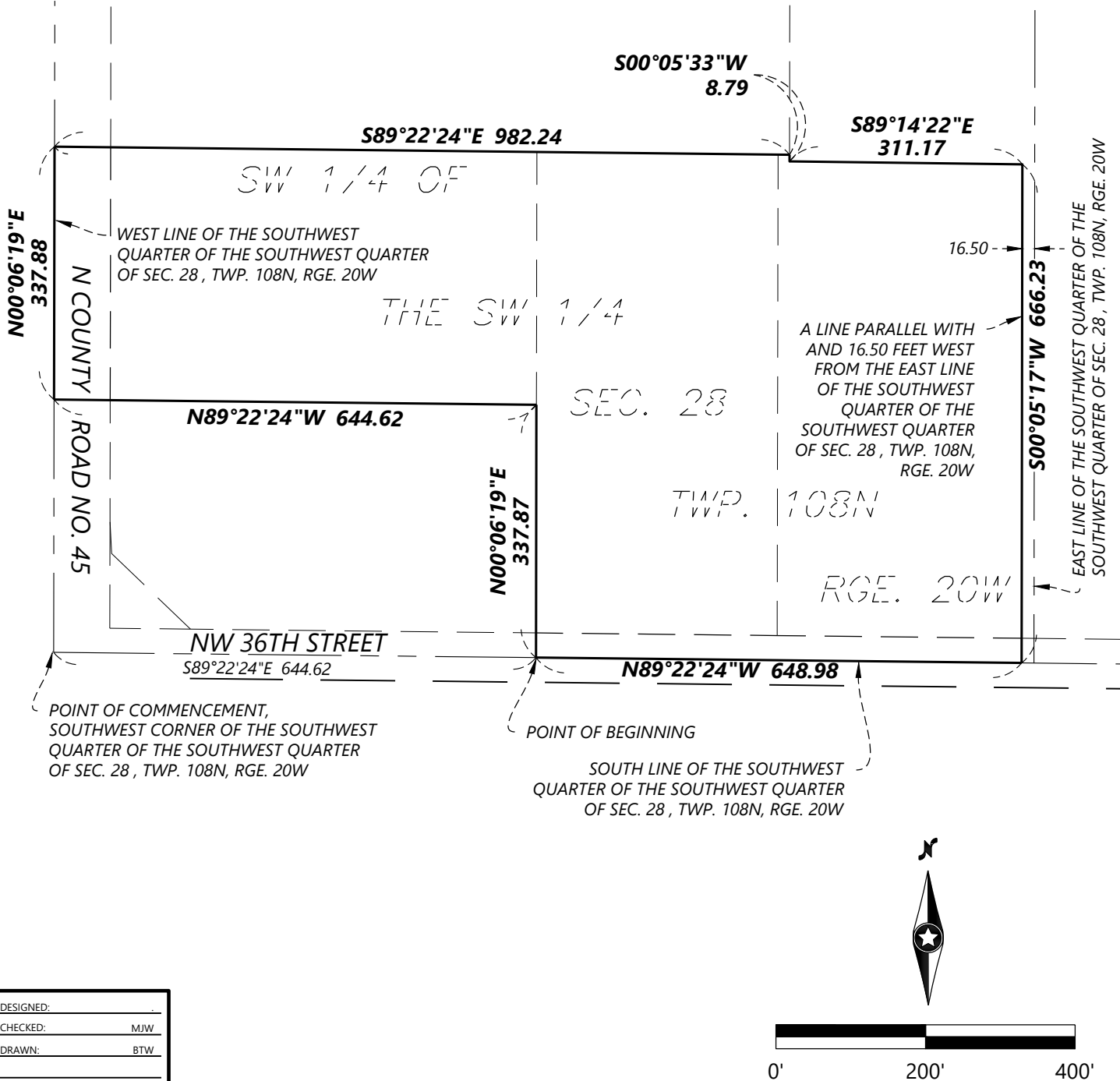
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SHEET NUMBER:

1 OF 2

DATE: 01/07/2026

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Annexation
Exhibit

0072520.00

SHEET NUMBER:

2

OF

2

DATE: 01/07/2026



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Ghassan Madkour, Housing Manager
SUBJECT: Resolution 32-26 2026 HUD Budget Amendment

Purpose:

Request Council approval of the resolution revising the 2026 Housing Choice Voucher and Mainstream Voucher Budgets for the Housing and Redevelopment Authority.

Background:

The previous HUD Resolution included only Housing Assistance payments. Abdo provided the HRA with current budget amounts and an amended budget resolution is required.

Budget Impact:

The previous HUD Budget Resolution was \$934,820.00. The amended HUD budget resolution is \$1,260,804.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 32-26 2026 HUD Budget Amendment

CITY OF OWATONNA - RESOLUTION 32-26

**Resolution 26.2.24
CERTIFIED COPY OF THE RESOLUTIONS
ADOPTED BY THE MEMBERS OF
HOUSING AND REDEVELOPMENT AUTHORITY OF OWATONNA**

We HEREBY CERTIFY that we are the Chairperson and duly elected Secretary and keeper of the records of the **Housing and Redevelopment Authority of Owatonna**, a public body corporate and politic of the **City of Owatonna**, which is a political subdivision of the State of Minnesota (the "HRA"); that the following is a true and correct copy of the Resolutions duly and unanimously adopted by all of the members of the HRA on February 24, 2026, all of the members of the HRA being present or constituting a quorum for the transaction of business; that the meeting was called in compliance with all applicable laws of the HRA; that the Resolutions do not conflict with any laws of the HRA; that the Resolutions have not been in any way altered, amended, or repealed and are in full force and effect, unrevoked and unrescinded as of this date, and have been entered upon the regular Minutes of the HRA as of this date; and that all of the members of the HRA have, and at the time of adoption of the Resolution had, full power and lawful authority to adopt the Resolutions and to confer the powers thereby granted to the officer(s) named therein, who has (have) full power and lawful authority to exercise the same.

WHERE AS, on the 24th day of February 2026, there has been presented to the meeting of the Board members of the HRA the 2026 Housing Choice Voucher (HCV) and Mainstream Voucher budget. The 2026 HCV and Mainstream budget is comprised of \$1,260,804.00 for housing assistance payments.

NOW THEREFORE, be it resolved by the members of the HRA Board and that the HRA Board is authorized to approve the 2026 HCV budget for the HRA; and

BE IT FURTHER RESOLVED that Troy Klecker, the Executive Director, [and] [or] Ghassan Madkour, the Housing Manager of the HRA, are authorized, on behalf of the HRA at any time hereafter and without further action by or authority or direction from the members of the HRA, to execute and deliver to the Agency, in the forms required by the Agency, and

BE IT FURTHER RESOLVED, that the Agency is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of the Agency at its principal office of notice in writing from the HRA of any amendments or alterations thereto.

ATTEST:

Chairperson

Secretary

Dated: February 24, 2026

Adopted by affirmative vote of the City Council of Owatonna this 3rd day of March, 2026.

CITY OF OWATONNA ATTEST:

By: _____
Matt Jessop, Mayor

By: _____
Jenna Tuma, City Administrator



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Resolution 33-26 Intensive Comprehensive Peace Officer Education and Training (ICPOET) Grant - Office of Justice Program

Purpose:

Seeking council approval of Resolution 33-26 to accept a cooperative grant contract agreement with the Office of Justice Programs (OJP).

Background:

OPD has applied for the ICPOET grant offered by the State of Minnesota to help with recruiting of police officer candidates. This grant opportunity targets the non-traditional candidates who are seeking a career change. Eligible candidates must have a 2-year or 4-year degree in any field, and specifically not in criminal justice or law enforcement. OPD was selected as a grant recipient and must receive council resolution to accept the grant. The grant award is up to \$50,000.00 for one candidate to attend a six-month Intensive Comprehensive Peace Officer Education and Training (ICPOET) at Hennepin Technical College. The next academy dates have not been determined.

An authorized signer from the City of Owatonna is required to fully execute the grant agreement to effectively and efficiently manage this grant and submit agreements and any necessary amendments. Council approval will execute this grant, allow any necessary amendments, and authorize the Chief of Police or his designee, Captain Tracy DuChene as the grant authorized electronic signer to execute this agreement on behalf of the City of Owatonna during the life cycle of this grant.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 33-26 ICPOET Grant - Office of Justice Program
2. Owatonna ICPOET26 Award2

RESOLUTION 33-26
AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that City of Owatonna Police Department enter into a cooperative agreement with the Office of Justice Programs in the Minnesota Department of Public Safety.

The Owatonna Police Department has applied for the ICPOET grant offered by the State of Minnesota to help with recruiting of police officer candidates. This grant agreement will effectively and efficiently manage this grant and submit agreements and any necessary amendments. The Chief of Police or his designee, Captain Tracy DuChene is hereby authorized to execute the such agreements and amendments, as are necessary to implement the project on behalf of the Owatonna Police Department.

Passed and adopted this ____ day of _____, 2026, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2026.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal



Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515

Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1.888.622.8799

www.ojp.dps.mn.gov

February 6, 2026

Captain Tracy DuChene
204 E Pearl Street
Owatonna, MN 55060

RE: Intensive Comprehensive Peace Officer Education & Training (ICPOET) AWARD

Dear Captain DuChene,

I am pleased to inform you that there were enough funds returned from previous ICPOET grants to award a few more grants in the final round. Your proposal A-ICPOE-2026-OWATONPD-031 was selected for a \$50,000 award for one cadet. Project dates will be 3/1/26 - 6/30/2027.

You will be contacted by your grant manager grant manager Kristin Lail at Kristin.Lail@state.mn.us about the next steps in the contracting process. Also look for an automated e-mail from the e-grants system.

Congratulations on being selected for funding. We look forward to working with you to ensure success on your initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Peterson", is located below the "Sincerely," text.

Rachel Peterson,
Grant Unit Director
Minnesota Office of Justice Programs



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Rachel Boss, Human Resources Director
SUBJECT: Resolution 34-26: MOU - International Union of Operating Engineers, Local No. 70

Purpose:

Request approval of the Memorandum of Understanding (MOU) between the City of Owatonna and the International Union of Operating Engineers, Local No. 70 as presented in Resolution No. 34-26.

Background:

As a result of the Wastewater Treatment Plant expansion, the parties identified a need to clarify and update the job titles and progression pathway for the Wastewater series positions. These updates reflect required licensures and support an improved career advancement structure as outlined in an updated Schedule A in the labor agreement. This MOU supplements the existing Labor Agreement in effect from January 1, 2025 through December 31, 2027.

Budget Impact:

Approximately \$32,000 from the Wastewater Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 34-26 Amend Labor Agreement - IUOE Local 70

RESOLUTION NO. 34-26

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OWATONNA AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
NO. 70

WHEREAS, Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit Employees");

WHEREAS, Employer and Union are parties to a labor agreement in force and effect from January 1, 2025 through December 31, 2027 ("Labor Agreement");

WHEREAS, the parties desire to clarify and update the job titles and progression for the Wastewater series positions to reflect licensure requirements and career advancement as listed in the updated schedule A;

WHEREAS, the Employer desires to make the begin date of the new wages align with the Employer's payroll periods; and

WHEREAS, the Public Employment Relations Act requires that the City of Owatonna execute a labor agreement and implement it in the form of a resolution.

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

1. The MOU between the City of Owatonna and the International Union of Operating Engineers, Local No. 70 for 2025 - 2027 is approved.
2. The Mayor and the City Administrator shall execute the MOU.
3. The City of Owatonna shall implement the MOU.

Passed and adopted this ____ day of _____, 2026, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2026.

Matthew Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk



CITY OF
OWATONNA

Miscellaneous



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Emily Thamert, Assistant City Administrator
SUBJECT: Public Meeting Code of Conduct Policy

Purpose:

Adopt Public Meeting Code of Conduct Policy

Background:

Public meetings of the City of Owatonna are conducted to carry out the responsibilities granted to the City Council under the Owatonna City Charter. The proposed public meeting code of conduct policy promotes respectful participation, ensures orderly proceedings, and supports compliance with the Minnesota Open Meeting Law (Minn. Stat. Ch. 13D). The proposed policy has been reviewed by the City Attorney to ensure alignment with current law, best practices and community needs.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends approval of the proposed policy.

Attachments:

1. Public Meeting Code of Conduct Policy

Public Meeting Code of Conduct Policy

City of Owatonna, Minnesota

1. Purpose

Public meetings of the City of Owatonna are conducted to carry out the responsibilities granted to the City Council under the Owatonna City Charter. This Code of Conduct promotes respectful participation, ensures orderly proceedings, and supports compliance with the Minnesota Open Meeting Law (Minn. Stat. Ch. 13D).

2. Authority

This policy is adopted under the City Council's authority to:

- Establish rules for its own proceedings (Owatonna Charter)
- Maintain order at public meetings
- Enforce relevant city ordinances and state laws, including those addressing disorderly conduct, interference with government operations, and trespass

The presiding officer is responsible for enforcing this Code of Conduct during meetings.

3. Expectations for All Participants

Respectful Behavior

- Treat all individuals with courtesy and respect.
- Avoid personal attacks, abusive language, discriminatory remarks, or threats.
- Follow the direction of the presiding officer at all times.

Orderly Conduct

- Do not interrupt speakers or engage in disruptive behavior, including shouting, or creating noise that interferes with proceedings.
- Comply with any safety and space-use rules established by the City or the meeting venue.
- Electronic devices must be silenced; recording is permitted if it does not disrupt the meeting.

Compliance With Local Ordinances & State Laws

- Behavior that violates Owatonna's ordinances and/or state laws on disorderly conduct, interference with official duties, or trespass may result in removal and potential enforcement action.

4. Public Comment Procedures

Eligibility and Sign-Up

- Public comment is allowed at designated times on the agenda or during public hearings.
- Speakers may be required to sign in.

Time Limits

- Individual speakers are typically allotted 2–3 minutes.

Topic Requirements

- Comments during general public comment must address matters within the City's jurisdiction.
- Comments during public hearings must relate to the hearing topic.

Speaker Conduct

- Begin by stating your name and city of residence.
- Address remarks to the Council as a whole.
- Avoid repetitive comments; groups are encouraged to designate a spokesperson.

5. Role of the Presiding Officer

The presiding officer has the authority to:

- Recognize speakers and manage the speaking order
- Rule on procedural questions
- Call a recess to restore order
- Issue warnings for violations
- Request individuals to leave the meeting room if necessary

6. Enforcement and Removal

Warnings

- The presiding officer may issue verbal warnings for minor violations.

Removal

- Individuals may be removed if they:
 - Disrupt proceedings
 - Refuse to follow instructions

- Engage in threatening, unsafe, or unlawful behavior
- Removal may be carried out by staff, law enforcement or security personnel.

Further Action

- Repeated or severe misconduct may result in limited access to future meetings as permitted by law.
- Violations of city ordinances and/or state laws may result in citations or other enforcement actions.

7. Accessibility and Inclusion

- Meetings will comply with the Americans with Disabilities Act (ADA).
- Interpretation, translation, or accessibility accommodation will be provided upon request with advance notice.
- The City strives to ensure all residents feel welcome to participate.

8. Meeting Materials and Recording

- Agendas, minutes, and supporting documents will be made available in accordance with the Minnesota Open Meeting Law and Owatonna's established procedures.
- Meetings may be livestreamed or recorded for public access.

9. Amendments

This Code of Conduct may be amended by the City Council to reflect changes in law, best practices, or community needs.



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement - Arc Flash Risk Assessment and Report - Gray Box Engineering LLC

Purpose:

Requesting City Council approval of an agreement with Gray Box Engineering LLC to provide professional engineering services for the Arc Flash Risk Assessment and Report.

Background:

Per the attached agreement, Gray Box Engineering LLC will provide engineering services for an Arc Flash Risk Assessment, which is a formal evaluation of the electrical systems at the Wastewater Treatment Facility, to identify hazards, quantify potential energy release, and determine protective measures to ensure worker safety and regulatory compliance. Arc Flash Risk Assessments are required every 5 years by code and the last assessment was performed in 2019.

See the attached agreement for the terms and full scope of services.

Budget Impact:

The total is not to exceed \$21,960 without prior approval from the City of Owatonna. Costs will be paid by the Sanitary Sewer Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Arc Flash Risk Assessment Agreement - Gray Box Engineering LLC

AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

This is an Agreement between **City of Owatonna** (Owner) and **Gray Box Engineering LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **WWTF Arc Flash Risk Assessment** (Project).

Owner and Engineer further agree as follows:

ARTICLE 1—ENGINEER'S SERVICES

1.01 Study and Report Services of Engineer

- A. Engineer's services under this Agreement are generally identified as **preparation of a comprehensive Arc Flash Risk Assessment and Report in accordance with IEEE Std 1584 and NFPA 70E**. ("Study and Report Services").
- B. Engineer shall perform or furnish the Study and Report Services set forth in this Agreement, expressly including the Basic Services described in Article 1 of Exhibit A, Scope of Engineer's Study and Report Services, and any duly authorized Additional Services described in Article 2 of Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Owner shall:

- A. Furnish complete and accurate existing electrical documentation, including one-line diagrams, panel schedules, equipment nameplate data, cable and conduit schedules, protective device settings and time-current curves, transformer impedance and tap data, motor data, and any previous short-circuit or coordination studies.
- B. Provide safe and timely access to all Sites and electrical equipment for data collection, including coordination of necessary outages, lock-out/tag-out procedures, and qualified personnel escorts as required by applicable safety standards.
- C. Identify all locations, voltage levels, and equipment to be included in the study (generally all 208 V three-phase and higher equipment that may be serviced or maintained while energized, or as otherwise specified in Exhibit A).
- D. Supply utility service contact information so that the following can be acquired: available fault current, X/R ratio, and protective device characteristics at the point of common coupling.
- E. Furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous investigations, designs, construction, or existing facilities at or adjacent to any Site under consideration.
- F. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or

otherwise make available such additional Project-related data and information. Owner shall also:

1. Advise Engineer of the identity and scope of services of any independent consultants and contractors retained by Owner to perform or furnish services pertinent to the Study and Report Services.
2. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property and electrical equipment as required for Engineer to perform services under the Agreement, including coordination of outages and lock-out/tag-out procedures.
3. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
4. Examine all Documents submitted by Engineer (and obtain the advice of an attorney, risk manager, or other advisors or consultants as Owner deems appropriate with respect to such examination), and render in writing timely decisions pertaining to such Document submittals.
5. Furnish (if necessary by retaining qualified specialists or consultants) such other services as required in support of Engineer's performance of its Study and Report Services.

2.02 Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

2.03 Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

- A. any development that affects the scope or time of performance of Engineer's services;
- B. the presence of any Constituent of Concern at any Site; or
- C. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3—SCHEDULE

3.01 Schedule for Rendering Services

- A. Engineer shall furnish the Report and any other Study and Report deliverables to Owner within the following specific time period:

Task / Deliverable	Time Period
Data collections, system modeling, results:	March 9, 2026 to April 9, 2026
Safety presentation, results presentation, print labels, install safety labels, adjust circuit breakers trip settings:	April 9, 2026 to April 23, 2026

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Study and Report Services is impaired, or such services are delayed or suspended, then the time for completion of Engineer's Study and Report Services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

ARTICLE 4—ENGINEER'S COMPENSATION

4.01 Invoices and Payments

- A. Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Engineer shall also comply with the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A.
- B. Payment—As compensation for Engineer providing or furnishing Study and Report Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay—If Owner fails to make any payment due Engineer for Study and Report Services or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend the Study and Report Services under this Agreement until Engineer has been paid in full all amounts due for such services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.B.
- D. Reimbursable Expenses—Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.02.A or 4.02.B. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project.

4.02 Compensation

- A. Basis of Compensation – Basic Services
 - 1. Hourly Rates. Owner shall pay Engineer for Basic Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Basic Services and reimbursement of expenses is estimated to be **\$21,960**.
- B. Additional Services—For authorized Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged by Engineer's employees in providing the

Additional Services, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

ARTICLE 5—TERMINATION

5.01 Termination for Cause

- A. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - 1. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. In addition to its termination rights in Paragraph 5.01.A, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.06.A.
 - 1. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

5.02 Termination for Convenience—Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

5.03 Payments Upon Termination

- A. In the event of any termination under this Article 5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable Documents, whether completed or under preparation, subject to the provisions of Paragraph 6.04, at Owner's sole risk.
- B. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
- C. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with

Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.02.B.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standard of Care

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.02 Construction Costs; Project Costs

- A. Not used.

6.03 Constructors' Work

- A. Not used.

6.04 Documents

- A. All Documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed.
- B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations:
 - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer;
 - 2. If Engineer has completed a Report under this Agreement, and received full payment for such Report, then Owner may furnish copies of the completed Report to Owner's consultants and design professionals for their reference in proceeding with design or similar services, provided that Owner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report;
 - 3. Owner acknowledges that the Documents are not design or construction documents;
 - 4. No Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent;
 - 5. Any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants;

6. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and
 7. Nothing in this paragraph shall create any rights in third parties.
- C. Owner and Engineer agree to transmit, and accept, the Documents and all other Project-related correspondence, text, data, drawings, documents, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

6.05 Waiver of Damages

- A. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, subconsultants, and insurers, 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 or the Project, from any cause or causes. In addition:
1. Limitation of Liability. Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

6.06 General Provisions

- A. Constituents of Concern—The parties acknowledge that Engineer's Study and Report Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of the Study and Report Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Study and Report Services.
- B. Dispute Resolution—Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- C. Governing Law—This Agreement is to be governed by the laws of the state in which the Project is located.
- D. Exclusions from Services—Engineer's Study and Report Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

- E. Insurance—Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability, and will provide certificates of insurance to Owner upon request.
- F. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.F.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- G. Beneficiaries—Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

ARTICLE 7—DEFINITIONS

7.01 Definitions Used in this Agreement

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, or subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- C. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or electronic form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, data, studies, models, and reports (including the Report referred to in Exhibit A).
- D. Site—One or more lands or areas that Engineer studies as the location or possible location of the Project.
- E. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including construction costs and all other Project

labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of construction costs), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

- F. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at a Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

ARTICLE 8—AGREEMENT, EXHIBITS, ATTACHMENTS

8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.02 Attachments:

- A. Exhibit A, Scope of Engineer's Study and Report Services
- B. Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **02/20/2026**.

Owner:

City of Owatonna

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Engineer:

Gray Box Engineering LLC

(name of organization)

By:

(authorized individual's signature)

Date:

02/20/2026

(date signed)

Name:

Mark Ruda

(typed or printed)

Title:

Owner

(typed or printed)

Address for giving notices:

mruda@grayboxengineering.com

EXHIBIT A, SCOPE OF ENGINEER'S STUDY AND REPORT SERVICES

Scope of Engineer's Study and Report Services – Arc Flash Hazard Analysis

Paragraph 1.01 of the Agreement, Study and Report Services of Engineer, is supplemented to include the following provisions:

1. Baseline Information

Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, resulting in the possible need to adjust the scope of services.

- **Project Title:** Arc Flash Hazard Analysis Study for Owatonna Wastewater Treatment Facility.
- **Type and Size of Facility:** wastewater treatment facility with electrical distribution systems operating at the following voltages: 480 V and 208 V three-phase AC.
- **Scope Description:** Comprehensive arc flash hazard analysis of the facility's electrical power distribution system from the utility service point(s) downstream to all equipment 208 V three-phase and higher (or as otherwise defined in the scope boundaries), including field data collection, system modeling, short-circuit analysis, protective device coordination (if included), incident energy calculations, arc flash boundary and PPE determination, label schedule preparation, label printing, label onsite application, mitigation recommendations, on-site results and safety related presentation.
- **Prior Studies, Reports, Plans:** 2019 Arc Flash Study (prior to plan upgrades).
- **Study Facility Location(s):** Entire WWTF and newest lift station panels replaced in 2024, 2025, and 2026 (8 total).
- **Known Design Standards:** NFPA 70E (latest edition), IEEE Std 1584 (latest edition), IEEE 1584.1, OSHA 1910.269 and 1910.132.
- **Known Project Limitations and Assumptions:** Study is limited to energized equipment accessible during normal operation. Low-voltage equipment below 208 V three-phase and DC systems are excluded unless specifically added. Owner will provide safe access, qualified escorts, and any required outages/lockout-tagout for field data collection. Multiple operating scenarios (normal, alternate feeds, maintenance mode, etc.) will be evaluated as mutually agreed. Engineer will use Owner-furnished data and field-verified information; no responsibility is assumed for inaccurate or incomplete data provided by Owner or third parties.
- **Other Pertinent Information:** Owner will furnish utility short-circuit contribution data letter, existing single-line diagrams (preferably in PDF native format), equipment nameplate photos/data, cable schedules, transformer data, protective device settings, and any available as-

built drawings (if available). Engineer may request additional data during the Study Phase. Additional information needed not provided shall be collected by engineer for the study.

Engineer shall perform or furnish Basic and Additional Services as set forth below.

1. BASIC SERVICES

A. Management of Study and Report Services

Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following:

1. Develop and submit an Engineering Services Schedule that includes task sequence, durations, interrelationships, milestone meetings and submittals, and anticipated completion dates. The schedule will be updated regularly or as required to reflect Owner decisions.
2. Establish Project-specific electrical safety and security plans consistent with Owner's programs and NFPA 70E requirements of which Engineer has been made aware in writing. Distribute plans to Engineer's team and monitor compliance.
3. Conduct ongoing management tasks, including:
 - Maintaining communications records and files;
 - Preparing for and participating in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, and resolutions;
 - Preparing agendas prior to and minutes following all Engineer-led meetings.
4. Prepare draft and final report and other Documents in graphic PDF form using EasyPower for modeling.

B. Arc Flash Study and Report Phase

Engineer shall:

1. Consult with Owner to confirm scope boundaries, equipment to be studied, voltage thresholds, operating scenarios, and any special requirements. Review all Owner-furnished data and develop a detailed Data Collection Plan, including safety protocols and schedule.
2. Obtain utility service short-circuit contribution data and any additional system documentation required.
3. Conduct site visit(s) to perform field data collection and verification of existing conditions, including equipment nameplate data, bus configurations, cable lengths and impedances, transformer data, motor loads, protective device types and settings, and verification/revision of one-line diagrams. Owner shall provide qualified escorts and safe access.

4. Develop or update a complete electrical system model in EasyPower incorporating all collected and furnished data.
5. Perform short-circuit fault analysis to determine maximum and minimum available bolted fault currents at each study location.
6. Perform protective device coordination study to verify selective coordination and identify any miscoordination issues.
7. Perform arc flash hazard calculations in accordance with the latest IEEE Std 1584 methodology, evaluating incident energy (cal/cm^2), arc flash boundary, and required PPE using the incident energy analysis method for all defined operating scenarios.
8. Identify locations exceeding Owner-defined incident energy thresholds and provide practical mitigation recommendations (e.g., protective device setting adjustments, current-limiting devices, arc-resistant switchgear, remote racking, maintenance mode switches, etc.).
9. Prepare a comprehensive draft Report containing:
 - Executive summary and methodology;
 - List of assumptions and limitations;
 - Updated single-line diagrams annotated with study results;
 - Tabulated results (available fault current, incident energy, arc flash boundary, PPE category or cal/cm^2 value, working distance);
 - Recommended arc flash label text and complete equipment labeling schedule;
 - Mitigation recommendations.
10. Meet with Owner to review the draft Report and receive comments.
11. Revise the Report and all deliverables in response to Owner's comments and submit final versions.
12. Furnish the following deliverables in addition to the final Report:
 - Electronic copy of the complete system model files (native format);
 - PDF and native-format updated single-line diagrams;
 - Arc flash equipment label schedule in PDF formats with printable labels;
 - Any additional items listed in Paragraph 13 below.
13. Perform or provide the following other Study and Report Phase tasks or deliverables: Export model for Owner's future maintenance.

14. Furnish the final Report and all deliverables to Owner per the schedule in Paragraph 3.01 of the Agreement and review them with Owner as requested.
15. Print and apply arc flash labels on field electrical equipment.
16. NFPA 70E electrical safety training for Owner's personnel based on the study results presented onsite.

Engineer's services under the Arc Flash Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised), updated model files, and all other specified deliverables.

2. ADDITIONAL SERVICES

If authorized in writing by Owner, Engineer shall furnish or obtain from others the following Additional Services:

A. Additional Study and Report Services

1. Updates to the model, calculations, and Report due to modifications to the electrical system after the study date.
2. Detailed design engineering for mitigation measures (e.g., protective device settings, equipment specifications, arc-flash reduction maintenance system design).
3. Additional specialized studies (harmonic analysis, load flow, transient motor starting, etc.).
4. Re-studies required due to changes in Owner's system configuration, new equipment, or updates to IEEE 1584 or NFPA 70E.

B. Additional Services – General

1. Preparation of energized work permits or custom safe work procedures.
2. Services required as a result of Owner providing incomplete or incorrect information.
3. Attendance, presentations, or support at public meetings or hearings (if applicable).
4. Preparing to serve or serving as a consultant or witness for Owner in any litigation or proceeding involving the Project.
5. Any other services not specifically included in Basic Services.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated **2/20/2026**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 of the Agreement, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Engineering	\$ 170 /hour
Drafting	\$ 120 /hour

C. Schedule of project related expenses:

Itemized Standard Expense Rates	Rate
4"x6" Printed customized warning label unique to each bus location based on study results.	\$ 5 / Label
Vehicle Mileage Standard Rate (2026 IRS Standard)	\$ 0.725 / Mile



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement - WWTF Walls - Greener World Solutions

Purpose:

Requesting City Council approval of an agreement with Greener World Solutions to provide wall coating services on the digester walls at the Wastewater Treatment Facility.

Background:

The digester gallery walls are in need of painting at the Wastewater Treatment Facility. This maintenance work will address any voids or cracking in the steel seams and caulking joints.

Two quotes were received for the work:

- Greener World Solutions: \$124,213
- Champion Coatings: \$126,000

Greener World Solutions came back with the lower of the two quotes and staff has recently utilized their services for wall coatings in additional areas of the plant and have been satisfied with the work completed thus far.

The attachments show the services to be performed and quotes received.

Budget Impact:

The total is not to exceed \$124,213 without prior approval from the City of Owatonna. Costs will be paid by the Sanitary Sewer Operating Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Quote - Greener World Solutions - Digester Gallery Wall Coverings
2. Quote - Champion Coatings - Digester Gallery Wall Coverings



33908 128th Street • Waseca, MN 56093 • Phone: 507-833-1320

To:	City Of Owatonna	Contact:	Andrew Fischer
Address:	540 West Hills Circle Owatonna, MN 55060	Phone:	507-444-2452
		Email:	andrew.fischer@owatonna.gov
Project Name:	Digester Gallery DownStairs Walls Interior Coatings	Bid Number:	1592
Project Location:	1155 Industrial RD, Owatonna, MN	Bid Date:	2/16/2026

Item #	Item Description	Total Price
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Macro Concrete	<u>Digester Gallery DownStairs Interior Wall & Column Lining System Scope:</u> (Sherwin Williams Spec) (Roughly 6800 SQ FT)	\$44,200.00
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Blast Or Grind All Concrete Surfaces With Diamond Blade Or Media To A CSP -3
Trowel Apply Voids/cracks With Steel Seam
Address Joint With Loxon Caulk Where Needed
Spray Apply (Primer Coat) Corothane Pre Prime At 3.5 - 10.5 DFT Mils
Spray Apply Base Coat Of Macroproxy 646 At 5- 10 DFT Mils
Spray Apply Top Coat Of Macroproxy 646 At 5- 10 DFT Mils (Color Picked By Owner)

Bid Includes All Site Prep And Clean Up
GWS Will Need Area To Stage Equipment While On Site
GWS Will Comply With All PPE While On Site
GWS Will Comply With All Sherwin Williams Product Guidelines And Parameters
All Electrical Work Will Need To Be Done By Others

Total Bid Price: \$44,200.00

Notes:

- Terms & Conditions: This estimate must be reviewed if not accepted or awarded within 30 days. Estimate only for work according to specifications contained in this estimate. Additional work done or time consumed, changes made in work or materials will be charged for at current rates. Estimate is based on specifications and plans provided. Owner remains responsible for errors, omissions, suitability, fitness and accuracy of the owner's design team. Standard insurance includes naming as additional insured on primary and non-contributory basis and waiver of subrogation. GL and WC \$1,000,000; Umbrella \$5,000,000; Auto \$1,000,000. Under Minnesota law, we may file a lien against the property if we are not paid for the contributions. Progress payments shall be made monthly and will be based upon work completed, not approval of an invoice. Retainage (if any) is due at the substantial completion of Greener World Solutions' work. The job schedule will be mutually agreed upon. Liquidated damages must be a reasonable estimate of damages for delays at the time the contract is signed and cannot be a penalty, fee or punishment. The Contractor, Owner and Greener World Solutions waive all claims against each other for all consequential damages arising out of or relating to this estimate. In case of a dispute, legal fees shall be paid by the prevailing party. Greener World Solutions will not agree to a pay-if-paid or paid-when-paid clause. When no contract exists, this estimate shall prevail.
- Proposal does not include cost for Performance and or Payment Bonds Add 2.5% if bond is required.
- Proposal does not include cost for Permits, to be by others.
- Proposal does not include any cold weather conditions, temporary enclosures or heating to be by others or at added negotiated rates.
- Proposal includes site clean up and removal of waste materials.
- Proposal does not include project specific wage rates.
- All Bid items are tied together unless negotiated to split prior to bid deadline.
- Material pricing subject to change and limited supply. Due to market volatility, all provided pricing and dates are merely estimates based on the information available to us at the time given and remain subject to change unless and until the manufacture(s) firms them.
Due to limited supply and changing freight cost, material pricing is only valid for 30 days.
Material pricing can only be guaranteed by Notice to Proceed or contract Award.
- Proposal includes tax on materials

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Greener World Solutions LLC

Authorized Signature: _____

Estimator: Dave Swatkowski
507-461-4908 dave@greenerworldsolutions.com



33908 128th Street • Waseca, MN 56093 • Phone: 507-833-1320

To:	City Of Owatonna	Contact:	Andrew Fischer
Address:	540 West Hills Circle Owatonna, MN 55060	Phone:	507-444-2452
Project Name:	Digester Gallery Upstairs Walls Interior Coatings	Email:	andrew.fischer@owatonna.gov
Project Location:	1155 Industrial RD, Owatonna, MN	Bid Number:	1591
		Bid Date:	2/16/2026

Item #	Item Description	Total Price
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Macro Concrete	<u>Digester Gallery Upstairs Interior Wall & Column Lining System Scope:</u> (Sherwin Williams Spec) (Roughly 4800 SQ FT)	\$31,488.00
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Blast Or Grind All Concrete Surfaces With Diamond Blade Or Media To A CSP -3
Trowel Apply Voids/cracks With Steel Seam
Address Joint With Loxon Caulk Where Needed
Spray Apply (Primer Coat) Corothane Pre Prime At 3.5 - 10.5 DFT Mils
Spray Apply Base Coat Of Macroproxy 646 At 5- 10 DFT Mils
Spray Apply Top Coat Of Macroproxy 646 At 5- 10 DFT Mils (Color Picked By Owner)

Bid Includes All Site Prep And Clean Up
GWS Will Need Area To Stage Equipment While On Site
GWS Will Comply With All PPE While On Site
GWS Will Comply With All Sherwin Williams Product Guidelines And Parameters
All Electrical Work Will Need To Be Done By Others

Total Bid Price: \$31,488.00

Notes:

- Terms & Conditions: This estimate must be reviewed if not accepted or awarded within 30 days. Estimate only for work according to specifications contained in this estimate. Additional work done or time consumed, changes made in work or materials will be charged for at current rates. Estimate is based on specifications and plans provided. Owner remains responsible for errors, omissions, suitability, fitness and accuracy of the owner's design team. Standard insurance includes naming as additional insured on primary and non-contributory basis and waiver of subrogation. GL and WC \$1,000,000; Umbrella \$5,000,000; Auto \$1,000,000. Under Minnesota law, we may file a lien against the property if we are not paid for the contributions. Progress payments shall be made monthly and will be based upon work completed, not approval of an invoice. Retainage (if any) is due at the substantial completion of Greener World Solutions' work. The job schedule will be mutually agreed upon. Liquidated damages must be a reasonable estimate of damages for delays at the time the contract is signed and cannot be a penalty, fee or punishment. The Contractor, Owner and Greener World Solutions waive all claims against each other for all consequential damages arising out of or relating to this estimate. In case of a dispute, legal fees shall be paid by the prevailing party. Greener World Solutions will not agree to a pay-if-paid or paid-when-paid clause. When no contract exists, this estimate shall prevail.
- Proposal does not include cost for Performance and or Payment Bonds Add 2.5% if bond is required.
- Proposal does not include cost for Permits, to be by others.
- Proposal does not include any cold weather conditions, temporary enclosures or heating to be by others or at added negotiated rates.
- Proposal includes site clean up and removal of waste materials.
- Proposal does not include project specific wage rates.
- All Bid items are tied together unless negotiated to split prior to bid deadline.
- Material pricing subject to change and limited supply. Due to market volatility, all provided pricing and dates are merely estimates based on the information available to us at the time given and remain subject to change unless and until the manufacture(s) firms them.
Due to limited supply and changing freight cost, material pricing is only valid for 30 days.
Material pricing can only be guaranteed by Notice to Proceed or contract Award.
- Proposal includes tax on materials

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Greener World Solutions LLC

Authorized Signature: _____

Estimator: Dave Swatkowski
507-461-4908 dave@greenerworldsolutions.com



33908 128th Street • Waseca, MN 56093 • Phone: 507-833-1320

To:	City Of Owatonna	Contact:	Andrew Fischer
Address:	540 West Hills Circle Owatonna, MN 55060	Phone:	507-444-2452
		Email:	andrew.fischer@owatonna.gov
Project Name:	Primary Gallery Walls Interior Coatings	Bid Number:	1590
Project Location:	1155 Industrial RD, Owatonna, MN	Bid Date:	1/30/2026

Item #	Item Description	Total Price
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Macro Concrete	Primary Gallery Interior Wall & Column Lining System Scope: (Sherwin Williams Spec) (Roughly 7500 SQ FT)	\$48,525.00
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Blast Or Grind All Concrete Surfaces With Diamond Blade Or Media To A CSP -3
Trowel Apply Voids/cracks With Steel Seam
Address Joint With Loxon Caulk Where Needed
Spray Apply (Primer Coat) Corothane Pre Prime At 3.5 - 10.5 DFT Mils
Spray Apply Base Coat Of Macroproxy 646 At 5- 10 DFT Mils
Spray Apply Top Coat Of Macroproxy 646 At 5- 10 DFT Mils (Color Picked By Owner)

Bid Includes All Site Prep And Clean Up
GWS Will Need Area To Stage Equipment While On Site
GWS Will Comply With All PPE While On Site
GWS Will Comply With All Sherwin Williams Product Guidelines And Parameters
All Electrical Work Will Need To Be Done By Others

Total Bid Price: \$48,525.00

Notes:

- Terms & Conditions: This estimate must be reviewed if not accepted or awarded within 30 days. Estimate only for work according to specifications contained in this estimate. Additional work done or time consumed, changes made in work or materials will be charged for at current rates. Estimate is based on specifications and plans provided. Owner remains responsible for errors, omissions, suitability, fitness and accuracy of the owner's design team. Standard insurance includes naming as additional insured on primary and non-contributory basis and waiver of subrogation. GL and WC \$1,000,000; Umbrella \$5,000,000; Auto \$1,000,000. Under Minnesota law, we may file a lien against the property if we are not paid for the contributions. Progress payments shall be made monthly and will be based upon work completed, not approval of an invoice. Retainage (if any) is due at the substantial completion of Greener World Solutions' work. The job schedule will be mutually agreed upon. Liquidated damages must be a reasonable estimate of damages for delays at the time the contract is signed and cannot be a penalty, fee or punishment. The Contractor, Owner and Greener World Solutions waive all claims against each other for all consequential damages arising out of or relating to this estimate. In case of a dispute, legal fees shall be paid by the prevailing party. Greener World Solutions will not agree to a pay-if-paid or paid-when-paid clause. When no contract exists, this estimate shall prevail.
- Proposal does not include cost for Performance and or Payment Bonds Add 2.5% if bond is required.
- Proposal does not include cost for Permits, to be by others.
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- Proposal includes site clean up and removal of waste materials.
- Proposal does not include project specific wage rates.
- All Bid items are tied together unless negotiated to split prior to bid deadline.
- Material pricing subject to change and limited supply. Due to market volatility, all provided pricing and dates are merely estimates based on the information available to us at the time given and remain subject to change unless and until the manufacture(s) firms them.
Due to limited supply and changing freight cost, material pricing is only valid for 30 days.
Material pricing can only be guaranteed by Notice to Proceed or contract Award.
- Proposal includes tax on materials

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Greener World Solutions LLC

Authorized Signature: _____

Estimator: Dave Swatkowski
507-461-4908 dave@greenerworldsolutions.com

From: Gary Johnson <gary@championcoatingsinc.com>
Sent: Friday, February 13, 2026 11:06 AM
To: Andrew C. Fischer <andrew.fischer@owatonna.gov>
Cc: Travis Johnson <tjohnsoncoatings@gmail.com>; Tresa Anderson <tresa@championcoatingsinc.com>
Subject: Re: Misc pricing for wall painting at the City of Owatonna's wastewater plant

Andrew, the following is our revised pricing, including abrasive blasting and concrete and joint repairs.

Just an FYI: our competitor's proposal states that surface preparation would be a CSP 3. This is considered aggressive and would require removing all existing paint systems and clearly, that is not what they are doing.

Primary Gallery Interior Wall and Column paint:

Scope of work:

1. Abrasive blast to remove loose paint and abrade the existing paint for new coating adhesion.
2. Primer would be one coat of Sherwin Williams Corothane Pre Prime at 1.5-2.0 DFT
3. Spray apply one coat of Sherwin Williams Macropoxy 646 at 5-10 DFT
4. Spray apply a top coat of Sherwin Williams Macropoxy 646 at 5-10 DFT

Total be price would be..... **\$49,000** and is based on approximately 7500 SF

Digester Gallery Down Stairs Interior Wall and Column paint:

Scope of work:

1. Abrasive blast to remove loose paint and abrade the existing paint for new coating adhesion.
2. Primer would be one coat of Sherwin Williams Corothane Pre Prime at 1.5-2.0 DFT
3. Spray apply one coat of Sherwin Williams Macropoxy 646 at 5-10 DFT
4. Spray apply a top coat of Sherwin Williams Macropoxy 646 at 5-10 DFT

Total be price would be..... **\$45,000** and is based on approximately 6800 SF

Digester Gallery Upstairs Interior Wall and Column paint:

Scope of work:

1. Abrasive blast to remove loose paint and abrade the existing paint for new coating adhesion.

2. Primer would be one coat of Sherwin Williams Corothane Pre Prime at 1.5-2.0 DFT
3. Spray apply one coat of Sherwin Williams Macropoxy 646 at 5-10 DFT
4. Spray apply a top coat of Sherwin Williams Macropoxy 646 at 5-10 DFT

Total be price would be..... **\$32,000** and is based on approximately 4800 SF

Pricing for all three areas includes repairing any voids or cracks with Steel Seam or Duraplate 2300 (Prefered product)

Pricing for all three includes caulking failed joints with Loxon caulk (Assume minimal)

Thank you for the opportunity to provide this proposal to you and should you have any questions please do not hesitate in contacting me or Travis Johnson at 612-839-4890

Thank You
Gary Johnson
Champion Coatings
612-845-5326



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Agreement - 3950 West Bridge Street Lift Station Electrical Panels - Integrated Process Solutions, Inc.

Purpose:

Requesting City Council approval of an agreement with Integrated Process Solutions, Inc (IPS) to provide the materials for the 3950 West Bridge Street Lift Station Control Panel SCADA Integration.

Background:

The lift station electrical panels at 3950 West Bridge Street are at the end of their service life and require control panel replacement and electrical system updates to implement SCADA systems throughout the collections system and WWTF. SCADA integration will allow for more efficient management of the collections system.

The City has been working with IPS and a consultant engineer for the replacement of electrical panels for multiple lift stations. When the City initially received proposals, IPS had the lowest cost and highest score. Staff has been satisfied with the work completed thus far. Proceeding with IPS for additional control panel replacements will allow for consistency between lift station control panels.

IPS has submitted a proposal to manufacture the lift station panels. The vendor held the price firm with minimal cost variation to the competitive proposals received previously.

See the attached agreement for the full scope of services.

Budget Impact:

The cost for the 3950 West Bridge Street Lift Station Control Panels is \$74,495. Costs will be paid by the Wastewater Enterprise Fund as a Capital Improvement.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. IPS Proposal - 3950 Bridge Street Lift Station
2. Letter of Recommendation - Gray Box Engineering



Integrated Process Solutions, Inc.

Corporate Office:
34696 412th St SE | PO Box 26
Fosston, MN 56542
218.435.1703
ipsamerica.biz

Regional Office:
Albany, MN - 320.345.1457
Grand Forks, ND - 218.791.2996
Waunakee, WI - 608.849.4375

Date: February 25th, 2026

Project: Owatonna 3950 West Bridge Street Lift Station Control Panel

Project Engineer: Gray Box Engineering – Maple Grove Office

Project Location: Owatonna, MN

Bid Date: February 25th, 2026

IPS Project: J002860

Integrated Process Solutions, Inc., is pleased to provide the following proposal for the above-mentioned project following the electrical drawings provided by Mark Ruda with Gray Box Engineering on 2/24/26 and attached Bill-of-Material. Our proposal is based on all specified hardware and services as specified, we take no exceptions to the specifications and **acknowledge 0 addendums.**

****No Written Specifications Were Provided for this Proposal****

General Drawings – None
Electrical Drawings – None

This proposal is valid for 30 days from the date above and is subject to change after the indicated date.

Thank you for the opportunity to provide this proposal for your consideration. Should you have questions, please contact me at 320-345-1457.

Best regards,

Ryan Sauerer
Integrated Process Solutions, Inc.

Owatonna 3950 West Bridge Street Lift Station Project
Owatonna, MN
Bill-of-Materials

3950 West Bridge Street

- 1. 3950 West Bridge Street Lift Station Control Panel – IPS Project J002711 (Heritage Lift Station)**
 - a. (1) 3950 West Bridge Street Lift Station Control Panel - 200A, 480VAC, 3-Phase, 45HP (52FLA) Pumps
 - NEMA 3R, 304 Stainless Steel Freestanding Double Sided, Double Door Enclosure with Associated Sub Panel
 - Enclosure Carbon Steel Inner Swing Doors
 - Enclosure 18" Leg Kit with Louvered Skirting
 - Enclosure Fan and Filter with Stainless Steel Rain Hoods
 - Enclosure Alarm Strobe
 - Enclosure Insulation
 - UL698A Listed Enclosure
 - 200A/3P Main and Emergency Circuit Breakers with Mechanical Interlock
 - Enclosure 400W Heater - One for Each Side of the Enclosure
 - Enclosure Working LED Lights – One on Each Side of the Enclosure
 - Enclosure 480V Surge Protection Device
 - Enclosure Power Monitor
 - (2) Motor Circuit Protectors for the Soft Starters – Sized During Design
 - (2) 45HP Soft Starters with Remote HIM Kits Mounted on the Inner Swing Doors
 - (2) Pump Protection Modules – Provided by Others
 - Incoming 120V Surge Protection Device
 - 3kVA Control Power Transformer
 - (2) 24VDC Power Supply
 - 1000VA UPS
 - Allen Bradley CompactLogix PLC with Associated Remote I/O Modules – **NO I/O SCHEDULE WAS PROVIDED FOR THIS PROPOSAL, I/O BASED OFF THE OWATONNA HERITAGE LIFT STATION I/O THAT IPS BUILT**
 - Allen Bradley 6.5" Operator Interface Standard
 - (1) Fortigate FGR-60F-3G4G with Mounting Shelf
 - Ambient Air Temperature Transmitter
 - 5-Port Unmanaged Ethernet Switch
 - Digital & Analog Intrinsic Barriers
 - LED Pilot Devices Mounted on the Inner Swing Door
 - Required Terminal Blocks and Terminal Block Jumpers
 - Required Fuse Holders and Fuses
 - Required Grounding Equipment
- 2. 3950 West Bridge Street Lift Station Instrumentation – IPS Project J002711 (Heritage Lift Station)**
 - a. (1) VEGA Radar Level Sensor with Mounting Bracket
 - b. (1) High- & Low-Level Float Switches
 - c. (1) 15lbs Anchor, Stainless Steel Cable, Stainless Steel Cable Clips, Etc....

Our Price for the 3950 West Bridge Street Lift Station Control Panel Bill-Of-Materials Above is \$74,495.00, Excluding Taxes. Shipping Included (FOB Destination) to: City of Owatonna 1155 Industrial Road, Owatonna, MN 55060.

Deduct Price for the Fortigate Gateway is \$2,350.00 the Price Above if the City Wants to Provide.

General Services and Exclusions

- 1. General Services**
 - a. Complete wiring schematic drawings for each control panel as a submittal.
 - b. Panel fabrication & UL listing.
 - c. Factory testing of control panels.
 - d. Digital O&M manual ONLY – Paper copies are NOT provided in the prices above.
 - e. Standard one-year warranty for all equipment, with extended warranty for items as detailed in individual product specifications.
 - f. Onsite I/O checkout/startup services.
 - g. Delivery as stated above.

2. Exclusions

- a. *Any mounting equipment or hardware for the control panels.*
- b. *Any PLC, OIT, or HIM programming services.*
- c. *Any SCADA programming services.*
- d. *Any pump protection modules for the lift station pumps.*
- e. *Any conduits between control panels and field devices.*
- f. *Any demolition of any equipment whatsoever.*
- g. *Any fiber optic cable or fiber optic terminations.*
- h. *Any programming of any OEM provided equipment.*
- i. *Performance, payment, or equipment bonds.*
- j. *Permits of any kind.*
- k. *Installation materials such as equipment racks, mounting hardware, brackets, stands, or hangers, unless specifically noted in this proposal.*
- l. *Conduit and wire.*
- m. *Control wiring external to equipment included in this proposal.*
- n. *Terminations of field wiring in control panels or at the field device.*
- o. *Cable raceways.*
- p. *Demolition of equipment.*
- q. *Equipment pads.*
- r. *Ground resistance testing.*
- s. *Electrical studies or third-party testing.*
- t. *Junction boxes, unless specifically noted in this proposal.*
- u. *Field wiring.*
- v. *Valves, unless specifically noted in this proposal.*
- w. *Heating, ventilating, and air conditioning equipment or temperature controls.*

02/25/2026

Mr. Sean Murphy
Public Works Director
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060

Subject: Recommendation for Award of Contract – 3950 West Bridge Street LS Panel Quote

Dear Mr. Murphy:

Pursuant to the authority of the Owatonna City Council and following proper legal advertisement, the quote for the 3950 West Bridge Street Lift Station Control Panel Improvements Project was received on February 25, 2026. The quote is for equipment equal in scope and cost to that of the 26th Street Lift Station proposal submission process offered privately to four (4) equipment manufacturers deemed capable of performing the work. The panel for 3950 West Bridge Street is recommended to be consistent manufacturer for operational similarity, easy of operation, and spare parts so long as the price and scope is similar to that of the evaluated proposals of the prior 26th Street panel. Based on a review of the quote received and pending City official's acceptance of the contract price, Gray Box Engineering LLC recommends that the City award the equipment procurement contract to Integrated Process Solutions (IPS). Evaluating the original proposal scoring IPS's proposal scored the highest and was the lowest cost responsive and responsible quote and for the quote price of \$74,495.00 for 3950 West Bridge Street Lift Station Control panel.

If you have any questions or require further clarification, please contact me directly **mruda@grayboxengineering.com**. We appreciate the opportunity to serve the City on this important project and look forward to successful delivery.

Sincerely,

A handwritten signature in black ink that reads "Mark Ruda". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Mark Ruda, P.E.
Principal Electrical Engineer
Gray Box Engineering LLC



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Addendum 2 - Wastewater Treatment Agreement - City of Medford

Purpose:

Requesting City Council approval of the Second Addendum to the City of Owatonna's Wastewater Treatment Agreement with the City of Medford.

Background:

On July 1, 2025 the City of Owatonna approved the agreement with the City of Medford to treat Medford's wastewater. The agreement was executed by both parties on August 8, 2025 and recorded with the Steele County Recorder's Office on August 18th. The agreement includes a Charges and Payment Conditions Addendum, which allows the City to amend our rates without having to update the overarching agreement. The agreement was designed this way in consideration of annual rate increases. The agreement requires a fair and equitable rate increase to Medford's rates which are based off of Owatonna's.

This Second Addendum includes an 8% increase to Medford's rates for volumetric flow and base charge, the same increase recommended to Council earlier tonight for City Sanitary Sewer Rates.

Budget Impact:

The 8 % increase to Medford's rates will increase the revenue of the Sanitary Sewer Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Second Addendum - Charges and Payment Conditions - 2026-02-26
2. Owatonna - 2026 Proposed Sewer Rates Memo 02-20-26

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 7.8 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 domestic 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%	\$2.15
Collection/Pumping	41.1%	\$1.50
Total	100.0%	\$3.65

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 ($48,128 + 1,186,776 = 4.06\%$). 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 ($\$20,500 + 48,128 = \0.43). **Under current domestic rates, the Treatment rate for Medford is \$2.42 per CCF ($\$1.99 + \$0.43 = \2.42). This equates to an adjustment factor of 1.22 to the treatment portion of the user fee ($\$2.42 + \$1.99 = 1.22$).** This adjustment factor will be used to recalculate the user fee applicable to Medford any time the City adjusts its domestic 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 ($53.7 + 1,482 = 3.6\%$). **Under current domestic rates, the Collection/Pumping rate for Medford is \$0.05 per CCF ($\$1.39 \times 3.6\%$). 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	\$2.15	1.22	\$2.62
Collection/Pumping	\$1.50	0.036	\$0.05
Total	\$3.65		\$2.67

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	\$20.41
Commercial	\$26.94
Light SIU	\$88.80
Heavy SIU	\$919.69

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

Customer Class	Monthly Charge	Connection Quantity	Total
Residential	\$20.41	495	\$10,102.95
Commercial	\$26.94	39	\$1,050.66
Total		534	\$11,153.61

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. Consistent with section 7.8 of the Agreement, failure of Medford to submit timely payment for undisputed 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, collection 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 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 of the Wastewater Service Agreement as of the latest date affixed to the signatures hereto.

CITY OF OWATONNA, MINNESOTA

By _____
Mayor

Date _____

By _____
Administrator

Date _____

February 20, 2026

To: Sean Murphy, City of Owatonna
Copy: Eric Meester, Nero Engineering
From: Jacob Strombeck, AE2S
Re: **Proposed 2026 Sewer Rates Summary**

The City of Owatonna recently updated its Sewer Utility Rate Study to develop recommended rates for 2026. Rate increases vary across rate type and user class and are based on results of the cost-of-service analysis. The resulting 2026 proposed rates are provided in Table 1 below. The Rate Study also modeled projected annual rate increases required to meet 10-year financial targets. Annual rate increases beyond 2026 are expected at 7.0-8.0% range to maintain cash balances, with those projections through 2030 also provided in Table 1. It is recommended the City review the rate plan on an annual basis and make adjustments as necessary to meet financial targets.

Table 1. Sewer Rate Plan through 2030

	2025 Existing	2026 Proposed	2027 Projected	2028 Projected	2029 Projected	2030 Projected
Fixed Service Charge*			\$ / Month			
Residential	\$18.90	\$20.41	\$22.04	\$23.80	\$25.47	\$27.25
Commercial	\$24.94	\$26.94	\$29.09	\$31.42	\$33.62	\$35.97
Light SIU	\$82.22	\$88.80	\$95.90	\$103.57	\$110.82	\$118.58
Heavy SIU	\$851.57	\$919.69	\$993.27	\$1,072.73	\$1,147.82	\$1,228.17
Viracon (5x Light SIU)	\$411.09	\$443.98	\$479.50	\$517.86	\$554.11	\$592.89
Volumetric Rate			\$ / CCF			
Residential (winter water use)	\$3.38	\$3.65	\$3.94	\$4.26	\$4.55	\$5.21
Commercial and Light SIU (total water use)	\$3.38	\$3.65	\$3.94	\$4.26	\$4.55	\$5.21
Heavy SIU (metered sewer flow)	\$0.42	\$0.45	\$0.49	\$0.53	\$0.56	\$0.60
Viracon	\$1.97	\$2.12	\$2.29	\$2.48	\$2.65	\$2.83
Medford	\$2.47	\$2.67	\$2.88	\$3.11	\$3.33	\$3.56
Strength Charges (Heavy SIU)			\$ / 1,000 lbs			
Biological Oxygen Demand (BOD)	\$481.95	\$481.95	\$481.95	\$481.95	\$481.95	\$481.95
Total Suspended Solids (TSS)	\$366.19	\$395.49	\$427.13	\$461.30	\$495.59	\$528.14

*Medford's Fixed Service Charge is based on the same city charges for their respective connection types.



DATE: March 3, 2026
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: Professional Services Agreement - Data Request Consultation - Kennedy and Graven

Purpose:

Seeking professional legal services to support staff with additional requests.

Background:

The City will occasionally engage in professional services to ensure that deadlines are met. This engagement letter from legal services will help manage recent public data requests and petitions.

Kennedy and Graven possess knowledge of relevant topics.

Budget Impact:

The rates are outlined in the letter: \$250 per hour for Attorneys and \$130 to \$250 for other personnel.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Kennedy-Graven Professional Services



150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
www.kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

SAM KETCHUM

Direct Dial (612) 337-9244

Email: sketchum@kennedy-graven.com

February 20, 2026

VIA EMAIL ONLY

City of Owatonna
Jenna Tuma
City Administrator
540 West Hills Circle
Owatonna, MN 55060
jenna.tuma@owatonna.gov

RE: *Owatonna Public Safety Facilities Project (the "Project")*

Dear Ms. Tuma:

Thank you for reaching out regarding Kennedy & Graven's legal services. As requested, this letter sets forth the terms of our proposed engagement. We strive to have a clear understanding regarding the scope of our representation and the payment of fees, disbursements, and other expenses. If acceptable, the scope and terms of the proposed representation would be as follows:

1. The City of Owatonna ("City") engages the law firm of Kennedy & Graven, Chartered ("Firm") to provide legal services to counsel and represent it in regard to environmental review and data practices compliance related to the Project. The City and the Firm acknowledge that the City is also represented by its City Attorney's Office. The Firm's representation will only include the services requested by the City with respect to environmental review and data practices compliance.
2. Legal fees for the Firm's representation of the City shall be based upon the hourly rates as set forth in the schedule of rates identified in this letter. I will have primary responsibility for this matter and will serve as the main point of contact for the City. I anticipate that other Kennedy & Graven professionals, including other lawyers, paralegals, legal assistants and others, may occasionally be utilized to provide the most cost-effective expertise appropriate to your needs. Rates for all attorneys are \$250 per hour. Rates for others range from \$130 to \$250 per hour.
3. The Firm will be entitled to reimbursement of costs it incurs in furtherance of its representation of the City, including by way of example and not limitation, experts, copying costs, filing fees, and travel expenses, if necessary. The Firm must seek approval

from the City before engaging experts, such as, e.g., appraisers, accountants, engineers, or industry experts. The City reserves the right to engage experts directly if it so chooses.

4. No retainer deposit is necessary with this letter agreement. The City will receive a monthly invoice describing the legal services provided and costs incurred, billed in increments of one-tenth of an hour. The City agrees to remit payment for the fees and costs incurred for legal services relating to the representation within thirty (30) days of the invoice date.
5. The City may terminate this engagement at any time upon written notice to the Firm. Kennedy & Graven may terminate this engagement for any reason consistent with the Rules of Professional Responsibility. Upon termination, the Firm shall promptly return all files owned by the City. The City shall be responsible for all legal fees and costs incurred through the date of termination.

If the foregoing terms are acceptable, I ask that you please indicate the City's agreement by securing an authorized signature on a copy of this letter and returning it to me. If you have any questions or concerns, or this letter agreement does not fully set forth our understanding, please contact me so that we may discuss any proposed modifications.

We appreciate the opportunity to be of service and look forward to working with you.

Best regards,

KENNEDY & GRAVEN, CHARTERED

/s/ Sam Ketchum

Sam Ketchum

Acknowledged and Approved:

CITY OF OWATONNA, MINNESOTA

By: _____

Its: _____

Dated: _____, 2026