

PLEASE NOTE: At 5:30 p.m. The Council will meet in a study session in the Council Chambers. Topic of discussion will be future ordinance to establish licensing regulations for the sale of cannabinoid products.

At 6:00 p.m. the annual Truth in Taxation Meeting will begin.



OWATONNA CITY COUNCIL MEETING

Tuesday, December 6, 2022 at 7:00 PM

Council Chambers, City Hall at 540 West Hills Circle

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

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

1.1. Council Agenda

1.2. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – November 15, 2022

2.2. Minutes - Boards and Commissions

2.2.1. EDA Meeting - October 19, 2022

2.2.2. OPU Commission Meeting - October 25, 2022

2.2.3. OPU Commission Budget Meeting - November 7, 2022

2.2.4. Owatonna Human Rights Commission Meeting - November 7, 2022

2.3. Licenses/Permits

2.3.1. Event Permit - 2023 St Patty Celebration - March 17-19, 2023 - Mineral Springs Brewery

2.3.2. Temporary Liquor Permit - March 17-19, 2023 - Mineral Springs Brewery

2.3.3. Exempt Permit - Raffle - January 26, 2023 - Ducks Unlimited Steele County

2.3.4. Exempt Permit - Raffle at VFW - February 25, 2023 - NWTF Steele Spurs Chapter

2.3.5. Exempt Permit - Bingo - April 8, 2023 - Ducks Unlimited Steele County

2.3.6. Exempt Permit - Raffle - April 22, 2023 - Church of St Joseph

2.3.7. T-hanger Lease Agreements

2.4. Miscellaneous

2.4.1. Facility Use Agreement - Church of Christ

2.4.2. Facility Use Agreement - AARP

2.4.3. Yoga Instructor Agreement - Denise Stewart

2.4.4. Lease Agreement - Healthy Seniors of Steele County

2.4.5. Lease Agreement - SEMCAC Owatonna Contact Center

2.4.6. Renew Cleaning Service Agreements - Coverall and Vanguard Cleaning Systems of Minnesota

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 93-22: Order Feasibility Report - 2023 Street & Utility Project

3.2.2. Resolution 94-22: Order Feasibility Report - 2023 Havana Road Project

3.2.3. Resolution 95-22: Set Public Hearing for TIF District 19-1

3.2.4. Resolution 96-22 Authorization of Intent to Provide Full Funding, if needed, for WWTP Expansion

3.3. Miscellaneous

3.3.1. 2022 Street & Utility Change Order #3 - JJD Companies, LLC

3.3.2. 2023 Airport Rates and Charges Schedule

4. **STAFF REPORTS**

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

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**



Mayor Kuntz

Owatonna City Council Minutes – DRAFT COPY

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, November 16, 2022 at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Burbank, Boeke, Raney, Voss, Dotson, Svenby and Schultz; Mayor Kuntz; Assistant City Engineer Murphy; Finance Director Moen; IT Director Brown; Finance Director Thamert; Community Development Director Klecker, Police Chief Mundale; Parks, Recreation & Facilities Director Tuma; Communications Manager Sheely; City Attorney Walbran; City Administrator Busse, Administrative Specialist Clawson; many police officers and firefighters.

Agenda

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

Police Officer Swearing In Ceremony

Police Chief Mundale read a brief biography of new Police Officer Lionel Garcia Pina and the “Symbol of the Badge”. Judge Bueltel administered the Oath of Office and swore in Officer Garcia Pina and then his fiancé Janel, pinned on his badge. Pastor Brent Carlson offered a brief prayer and many attendees offered congratulations to Officer Garcia Pina. Council President Schultz thanked all the police officers and firefighters present for their service to the community. Family, friends and officers attending departed the Chambers to attend a reception in the Arts Center.

Canvass 2022 City Election Results and Resolution 92-22

Abstracts received from the Steele County Auditor’s Office with results of the 2022 City Election were reviewed.

OFFICE	CANDIDATE	TOTAL VOTES
Council Member at Large	Dan Boeke	5728
	Peng Olson	4418
	Write-Ins	33
Council Member – First Ward	Nathan Dotson	1232
	Seth Madole	989
	Write-Ins	8
Council Member – Third Ward	David C. Burbank	1201
	Write-Ins	8
Council Member – Fifth Ward	Brent Svenby	1110
	Molly Kerr	1009
	Write-Ins	6

Council Member Voss made a motion to approve Resolution 92-22 declaring these results of the 2022 City Election with the following candidates elected for the offices and respective terms effective January 2023:

Council Member - At Large	four-year term	Dan Boeke
Council Member – First Ward	four-year term	Nathan Dotson
Council Member – Third Ward	four-year term	David C. Burbank
Council Member – Fifth Ward	four-year term	Brent Svenby

Council Member Raney seconded the motion, all members voted aye in approval.

Proclamation - Small Business Saturday

Mayor Kuntz made a Proclamation for Saturday, November 26, 2022, to be Small Business Saturday to promote local small businesses and the contributions they make to the local economy and community.

Proclamation - DECA Week - November 28 - December 2, 2022

Mayor Kuntz made a Proclamation of the week of November 28 – December 2, 2022 as DECA Week. DECA is recognized by the United States Department of Education as a national career and technical student organization. Four Owatonna High School students were present. Johnnie Clubb, OHS DECA President, commented he has learned a lot about communication and other skills to work with others through his membership in DECA. They have more than 100 members in the OHS DECA Club and complete activities to make Owatonna a better community. Derek Klecker commented DECA offers good information for anyone, not just business skills; he also likes the communication skills shown in their DECA programs which helps prepare for job interviews and becoming a better overall person. Kiara Gentz commented DECA helps young people gain skills to speak in front of groups, problem solve and get on their feet as they learn some great ideas. Kate Havelka, Vice President of OHS DECA Marketing likes the real-world examples received such as interviews, marketing, small business entrepreneurship and project management. Council Member Boeke commented it is nice to see that Owatonna High School participates in this organization.

Consent Agenda Items

Minutes – Council Meeting – November 1, 2022
Building & Inspection - October Reports
Temporary Liquor Permit - Mineral Springs at Kibble Equipment - November 17, 2022
Event Permit - Lighted Holiday Parade - December 1, 2022
City of Owatonna/Steele County Joint Project - 2022 Overlay Change Order #1
Utility Easement - Caramel Development, LLC and Vesterby Real Estate Investments, LLC
Liability Coverage Waiver - League of Minnesota Cities Insurance Trust (LMCIT)
Update Schedule A - Target Solutions Licensing, LLC
2023 Energy Management Agreement - Owatonna Public Utilities
Resolution 90-22 Authorize Contract for Purchases - Fame Awards

Council Member Boeke made a motion to approve these Consent Agenda items, Council Member Burbank seconded the motion. Council Members Voss recused himself, he is owner of Fame Awards. Council Member Schultz recused himself, he is one of the parties involved with the Utility Easement. With no additional comments, members voting, voted aye for approval.

Finance Report

Council Vice President Raney recapped payments made more than \$20,000 for this period. Bills presented for payment totaled \$726,654.57. Council Member Boeke made a motion to approve payment of these bills, Council Member Svenby seconded the motion, all members voted aye for approval.

Ordinance 22-12: Extend Franchise Agreement – Xcel Energy

City Administrator Busse requested approval of proposed Ordinance 22-12 to extend the Xcel Energy Franchise Agreement. This is the second and final reading. Council approved the first reading during the November 1, 2022 meeting and there have been no changes since. This extends the current agreement until December 31, 2023 and will allow continuation of franchise fees. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote, voting aye were Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz; the motion carried. This will be known as Ordinance 1639 and become effective immediately.

Ordinance 22-13: Adjust Sanitary Sewer Rates

Assistant City Engineer Murphy requested approval of the first reading of proposed Ordinance 22-13 to adjust the Sanitary Sewer Rates effective January 1, 2023. This annual adjustment in rates will allow City staff to maintain operations and the expansion of the wastewater treatment facility. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz; the motion carried. The second and final reading of this ordinance will be heard at a future meeting.

Resolution 91-22 Accept Bids and Award Contract – Council Chambers Renovation

Parks, Recreation & Facilities Director Tuma introduced Aaron Fitzloff, Buildings and Grounds Superintendent and Teresa McCormick, Project Consultant at CRW Architecture & Design Group (CRW) and then displayed a rendition of the proposed addition on the north side of City Hall as part of the Council Chambers renovations being planned. Project goals prepared by an 11-member project team included safety, mechanical/HVAC improvements, ADA access, IT and AV improvements, lighting, hearing loop, flexible meeting space and updating furnishings and décor. The addition will include bathrooms which will be accessible to the outdoor campus, creates a smaller meeting space and overflow area which will be connected with both parking lots. The floorplan moves the dias to the east wall, removes the stage, relocates the AV Room on the west wall and creates a meeting space for 95-100 seats. Project opportunity allowed review of the HVAC system within the main building and the new system was designed to with update of the current system included. During review of the site, the architect found the west wall of the building served as a coal access and failing. Card access will be added to increase safety for staff and securing the building. This project has been considered for several years, the City has been setting aside funds for this project and funds received from the American Rescue Plan will also be used. If the project is not approved, many items will need to be done at City Hall: HVAC Study; improve ADA Accessibility; the west exterior wall; card access and building

security; AV & IT connections need enhancement. Four bids were received, Ebert Construction submitted the lowest bid at \$1,626,400. This project was discussed in detail during the study session prior to this meeting. Council Member Voss commented the project has been discussed for seven years and he agrees improvements are needed for ADA compliance. Council Member Raney agreed ADA compliance is needed, repair to the west wall is necessary and the building's HVAC should also be updated. Council Member Svenby commented he wants addition of push button activated doors for the restrooms and building entrance for additional ADA access. Council President commented the Administration Building is listed on the National Historical Registry and state historical preservation office was contacted for review of the current campus and the proposed project. Tuma explained members from the state office were here for several hours to evaluate the campus and did make recommendations to the final project details. They request we prepare a reuse plan and standards which could also be used in future projects. The stage will be removed but story of the stage will be documented. Council Member Schultz commented he was part of the project committee, the City takes pride in this building and wants to keep the property up. Council Member Raney made a motion to approve Resolution 91-22, Council Member Burbank seconded the motion, all members voted aye in approval.

Tobacco License - JMD Ventures LLC dba Owatonna Marathon

City Administrator Busse requested approval of the application received from JMD Ventures, LLC dba Owatonna Marathon for a new Tobacco License. They recently purchased Owatonna Food and Fuel, a gas station/convenience store at 401 N Cedar Avenue. This license will become effective immediately and will be effective until the end of the current license period, December 31, 2022. Council Member Dotson made a motion to approve this license application, Council Member Boeke seconded the motion, all members voted aye in approval.

Change Order #2 - 2022 Street & Utility Project

Assistant City Engineer Murphy requested approval of Change Order #2 for the 2022 Street and Utility Project to add tracer wire, grounding anode rods and locate boxes for sanitary services. This change order increases the contract amount with JJD, Companies, LLC by \$2,304. Council Member Dotson made a motion for approval, Council Member Raney seconded the motion, all members voted aye for approval.

Memorandum of Understanding for Statewide Monitoring of PFAS - Minnesota Pollution Control Agency (MPCA)

Assistant City Engineer Murphy presented a Memorandum of Understanding (MOU) which outlines a voluntary agreement between the City of Owatonna and the Minnesota Pollution Control Agency (MPCA) for monitoring PFAS (Per-and Polyfluoroalkyl Substances), also known as forever chemicals. PFAS is a general group of chemicals numbering over 4,000 that are incredibly difficult/costly to break down or, in some cases, impossible to break down. This MOU consists of testing Wastewater Treatment Plant Influent waste and quantifying it in relation to other communities in the state. Depending on what category each community or district falls within determines the next steps of the MOU for each community. The highest producers will have to start a dialogue with identified potential sources to initiate source identification work and

mitigation practices. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Professional Services Agreement for Staff Augmentation Services on 2023-2024 Engineering Projects - WHKS & Co.

Assistant City Engineer Murphy requested approval of a Professional Services Agreement with WHKS & Co. for staff augmentation services to assist with engineering projects anticipated to be constructed in 2023 and 2024 along with in-house training in Civil 3D. Services will include design oversight, design direction, establishing design schedules and assessing staff's design skills and needs. WHKS staff will attend meetings in person with the Owatonna Engineering Department weekly and assist with determining whether outside engineering services are needed to complete budgeted design projects on time. WHKS anticipates providing one staff person up to one day per week at City Hall. Additional time will be available, as needed, via Teams or phone calls. WHKS will assist with educating and guiding staff through State Aid and Federal project guidelines and process to ensure compliance on all projects. WHKS will review the City's Civil3D template and provide a recommendation to update the template. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Easement Agreement – Steele County Humane Society

Community Development Director Klecker requested approval of an easement agreement with the Steele County Humane Society regarding access, maintenance and stormwater for their facility at 1855 State Avenue NW. Steele County Humane Society will construct a new facility at this location which is just to the south of the City's dog park at Lake Chase. State Avenue is a County road and has strict access management. To facilitate access management, a shared access is being proposed. The applicant proposes they will pave the entrance and pave to the edge of their access area. In exchange for their upfront paving of this area, the easement requires the City to maintain this area including plowing. The applicant also requests an easement for a storm water outlet to be constructed from the east side of the property crossing City property to Lake Chase. This pipe will be installed and maintained by the Humane Society. They need to outlet their storm water pond and this is the most feasible area. Council Member Raney made a motion to approve this easement agreement, Council Member Dotson seconded the motion, all members voted aye for approval.

Staff Updates

Jenna Tuma, Parks, Recreation & Facilities Director, commented on City staff handling the first snow event of the season; P&R staff worked with Public Works to clear the downtown area and it went well. Staff is wrapping up preparation of the Parks Master Plan.

Rhonda Moen, Finance Director commented staff is working to finalize preparation of the 2023 Budget. She is also preparing Cash Flow Statements needed to finalize funding for the Wastewater Treatment Plant Expansion project.

Sean Murphy, Assistant City Engineer also commented that clean-up of the first snowfall went well; plows were out and there were 10 to 11 truckloads of snow removed from the

downtown area this morning. He announced that John Martin accepted position of the Street Maintenance Management Supervisor.

Ryan Brown, IT Director commented IT has a lot of projects going. They are entering the second phase of the Cartegraph training with staff members and working on adding SeeClickFix and building permits on Citizen Services. The push for increased cyber security has identified some issues and brought improvements within our network.

Troy Klecker, Community Development Director commented the number of Building Permit issued this year is similar to the number issued last year. However, this year's valuations are much higher, over \$78 million verses \$53 million. There were 26 new single family homes last year while this year there have been only 16 permits issued with one is currently in review. The current interest rates are higher and it has been difficult to find available lots and contractors. Many construction projects are in process: the airport hangar is almost complete; Community Pathways and Smart Bus Garage have been issued Certificates of Occupancy; Holiday Stationstore is almost done; Monson Eye Clinic has the exterior nearly weather tight, sidewalks and parking lot installed; Meadowview Apartments has foundations poured for two of three buildings and all garages poured and their wall panels have arrived on site; Unique Apartments on 26th Street/N Cedar has foundation complete and first floor framing and underground plumbing started; Deml Storage Building on 26th Street has their foundation in; State Avenue Storage has several buildings with the framing started, Cemstone has the footings in; and CDI has walls going up for their new facility.

Emily Thamert, HR Director commented that Open Enrollment for 2023 benefits was completed last week. HR has been working with Deanna on our internal communication plan and our second employee newsletter went out. Also working on a recruitment video for Park & Rec Seasonal employees. Staff member updates include Jason Ringhofer, Building Inspector; Jim Garbers and Rick Bothun are new Facility Workers at the airport, Custodian Bev Miller will be retiring during the first week of December; John Martin accepted the position of Maintenance Manager in Public Works; and Nikki Callahan transferred from P&R to Building Inspections.

Deanna Sheely, Communications Manager commented she is working with staff to continue building channels to increase communication within the community. We are fortunate to have local media support, the Focus is published weekly in the Steele County Times and the Chronicles is published monthly in the Owatonna Peoples Press. Continuing to promote the Notify Me option available on the City's website, everyone can customize what information they receive. We just completed the second internal employee newsletter. Working with three departments about snow removal and winter parking restrictions; she hopes everyone is aware so there will be no tows, no tickets, no complaints and no assessments for sidewalk snow removal. Working with Finance Director Moen on 2022 Budget Communications, we have received many inquiries as Open Gov is now online and transparent. Also preparing for the community-wide branding project to kick off in January; there will be many opportunities for participation such as focus groups and a survey.

Public Comments

None were heard.

Council/Administration Comments and General Information

Council Member Dotson thanked everyone for supporting him during the election, he is looking forward to serving another term on the Council.

Council Member Raney thanked the high school students for attending this meeting. Being active is important and thank you for being leaders within the school community. If you have any questions, don't be afraid to ask, there are a lot of small business operators within the community that can help you.

Council Member Svenby reminded everyone of Small Business Saturday, November 26th it's important to shop local on this day or every day of the year.

Council Member Voss thanked Communications Manager Sheely for the last edition of Team O-Town Lowdown, he enjoyed seeing the information shared about employees.

Mayor Kuntz commented the Mayor's Prayer Breakfast is this Thursday morning at the Owatonna Country Club.

Council President Schultz wished everyone a Happy Thanksgiving.

Adjournment

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

Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Board - Commission Minutes

**EDA
Minutes
October 19, 2022**

The Owatonna Economic Development Authority met in regular session at 4:00 PM at the City Council Chambers with Vice President Voss presiding. Commissioners present: Dan Boeke, Andy Cowell, Corey Mensink, Kevin Raney, Tom Peterson, and Doug Voss (4:06 p.m.). Commissioner Brenda DeVinny was absent. Also present were Troy Klecker, Greg Kruschke, Bill Owens, Brad Meier, Glenda Smith, and Kristen Kopp.

Approval of Minutes. Commissioner Mensink moved approval of the minutes of the September 21, 2022 meeting with second by Commissioner Cowell. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for September. He said that they're right on track for September.

Loan Report. Bill Owens presented the Loan Report for September. He said that he's checking into the Wagner's loan. Klecker said that their September payment was returned NSF. They will take out a double payment in October and hope that goes through. Owens said all other loans are being paid as agreed. There are no new requests for loans right now. Klecker said there are three or four businesses talking about forgivable loans. Owens said that he's received good feedback on the improvements downtown. Mensink asked if there was a timeline on the forgivable loans. Klecker said he didn't think that they did give a timeline on this one.

Doug Voss arrived at 4:06 p.m.

OACCT Report. Chamber Director Brad Meier presented the OACCT Report for September. He said close to 70 students participated in today's Made in Owatonna Day with a focus on manufacturing and construction. There is an RFP out for the Learn to Earn Initiative. Riverland will be hiring a new president, with the process starting on November 1. He said that the Chamber is trying to advocate a bigger presence in our community and they'd be happy to have the EDA Commissioners at the sessions. He gave an update on community-wide branding. An agreement was signed with North Star Ideas and they're working on final commitments for funds. The focus of tomorrow's Chamber Growth breakfast will be on transportation.

MainStreet Report. Chamber Director Brad Meier presented the quarterly MainStreet Report. He said Lisa's first quarter has been very event heavy. She wants to be more active with the EDA forgivable loan program. Raney said that Lisa is really into this and is a good hire. She checks in with business owners and has boots on the ground. Meier said she's making a point to be visible.

Tourism Report. Tourism Director Glenda Smith presented the quarterly Tourism Report. She highlighted the community wide branding. The first meeting is next Friday with the committee. She gave an overview of the Tourism program. Visit Owatonna is meant to reach people that live outside of Owatonna. She's looking at six areas of focus over the next year: meetings, leisure, group tours, tournaments, events, and Minne Road Trip. The top three things she's working on to try to pull in more meetings are MN Meetings and Events, Meeting Pages, and Associations

North. Shrpa is the newest partner for leisure. They invite bloggers into our community and they create an itinerary we can promote. They have been fun to work with. They're looking at working with a marketing class at the high school. Social media is a big thing right now. There are 6,400 Facebook followers and 1,600 Instagram followers. The visitor guides are distributed throughout the state. Group tours kicked off again this May. They partner with Park and Rec and Community Ed. The top three marketing efforts are MN Field Trip Library Expos, Let's Do MN Alerts, and an e-newsletter. Most tournaments and sport events are run through local associations right now. She's meeting with Park and Rec and the school district to update information right now. They get leads from Play Easy. She said she'd like to build the youth associations. The MN Sports Alliance has 15 partners in Minnesota. They have a lot of smaller level tournaments and activities. She highlighted events, including the Steele County Free Fair, concerts, Marching Band Festival, rodeos and demo derbies, fundraising, and high school events. Her partners include local service clubs and associations, nonprofits, and Explore Minnesota. She highlighted the Minne Roadtrip partnership with Faribault and Northfield. They have ad in the Explore MN magazine. She highlighted overnights and creating itineraries. A lot of people in the construction and trucking industries stay in our hotels. Mensink asked what strategies are in place to drive social media presence. Smith said FB and IG has been a focus over the summer. LinkedIn and Twitter needs to be increased, especially for the meetings. Peterson suggested working with the Airport and FAA to market to pilots who fly into Owatonna.

OPED Report. Troy Klecker provided the OPED Report. He said they're focusing a lot on the housing side. They're trying to make inroads as much as they can. Interest rates aren't helping. Everyone has a housing shortage, so there's not much motivation to jump to another community. Kruschke was just in Chicago meeting with a number of site selectors. He said they had 16 meetings over three days. Klecker said they're also focusing on the hiring process for the Riverland president.

OABDC Report. Bill Owens presented the OABDC Report for September. He said consulting was down. He said they're working with Ibrahim and his facility on Broadway. There could be room for a retail incubator. Occupancy is good and stable.

Airport Report. Klecker said that Brent Langer is going to become the FBO in Waseca and we're separated from that agreement and will be hiring two additional part time facility workers at the Airport. Brent provided mechanical services out there. We'll be meeting with Brent soon to understand what his long-term plans are. It's a financially neutral switch. We'll lose a mechanic on site, but we're working with Accelerated Aviation to replace him. Brent's excited about the opportunity and we're excited to take over those services. Cowell asked where we're at with the hangar. Klecker said it was supposed to be done in August and the new completion date is November 4. Boeke asked, as an aviator, will this loss make a significant impact. Peterson said that your airplane mechanic is almost like a marriage. He said that Brent, in particular is very meticulous. He said they will continue to follow him. That's true with most pilots and their planes. There are a few exceptions. The issue is emergency service that will still need to happen. Klecker said that a mechanic is needed. There aren't a ton of mechanics out there. It's in process.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for September. Cemstone should be kicking off construction soon. The Monson Eye Clinic is coming along and work is being done on the old Jerry's building. CDI has started, as well.

Old Business. Klecker said that since the last meeting, the OABDC board has met. They are kind of changing the focus a bit. They'll be meeting more regularly and are going to get a strategy to get more manufacturing businesses at the incubator. They wanted to work on that before we get too involved in the agreement. There is a lot of excitement around that table to change the focus. They need to develop it a little bit. We're not in a hurry, so it's a good time for both sides to look at it.

Other Business. Peterson said that the December meeting is the 21st, and he won't be here. Raney said they'll look at that date. He said that Council will be out of town on November 16th. Cowell said that he'd also be gone on November 16th. Klecker said maybe they can cancel November and move December's meeting up a week to December 14th. EDA members agreed.

Schedule Next Meeting. The next EDA meeting is scheduled for **December 14, 2022** at 4:00 PM at the City Council Chambers.

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

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference room at the Owatonna Public Utilities. Present were Commissioners Johnson, Zirngible, Kottke, and Doyal. Absent was Commissioner Rossi. Also present were General Manager Warehime; City Administrator Busse; Director, Finance and Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technologies and Metering Baum; Manager, Facilities, Gas & Water Engineering and Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; employees Lori Jerpbak, Shanda Meier and Brian Rigglesman. City Council Members Dan Boeke, Doug Voss, Dave Burbank, Greg Schultz and Brent Svenby.

President Johnson opened the meeting by asking for approval of the agenda and the consent agenda items. The consent agenda items consisted of the Minutes from the September 27, 2022 Commission meeting, as well as the Contributed Services as of September 30, 2022. Commissioner Doyal moved to approve the agenda and consent agenda. Commissioner Kottke seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Personnel Committee – Commissioner Zirngible reported the Personnel Committee met and received a staffing update. He highlighted the open positions and noted the position of IT Systems Administrator has been filled by Brian Rigglesman. Mr. Zirngible introduced Mr. Rigglesman to the Commission. He further noted, through October 24, 2022 OPU has gone 108 days without an OSHA recordable.

Finance Committee – Commissioner Kottke reported the Finance Committee met, reviewed and approved Vouchers totaling \$5,088,245.04. He further noted 3 work orders were closed coming in under budget. Year to date work orders are 7% under budget with 49 remaining open. Past due Account Receivable balances continue to trend downward and all three utilities are doing well.

City Administrator's Report

City Administrator Busse reported the work at the Fire Hall has been completed, and they had the ribbon cutting for the Streetscape project. She noted the City Council has had study sessions, sessions on park planning and finances. The Wastewater Treatment plant expansion is underway with an anticipated completion date by the end of next year.

System Health Reports

Director, Engineering and Field Operations Fenstermacher presented an electric system health report. He provided a system overview, reliability indices and recognition, 2023 budget including operations, maintenance and capital costs and concluded with ongoing major projects. The ongoing major projects consisted of the streetlight conversion to LEDs, the OH to UG conversion project, Circuit E34 upgrade, Territory Acquisition, Substation expansion and upgrades and System Planning and Operations studies. Commissioner Zirngible inquired if the grid stability issue has gotten better. Mr. Fenstermacher replied we have a plan in place if rolling blackouts get called, however, we are hopeful we won't get called upon to implement then. Transmission capacity is the biggest issue and we may get called upon to drop load to allow generation to catch up.

Manager, Facilities, Gas & Water Engineering & Operations Prokopec presented system health reports for the gas and water systems. In water, he discussed system overall health, budgets including operating, maintenance and capital projects and costs, 2022 completed projects, the Lead Copper Rule revision and how it affects OPU and concluded with 2023 projects. In the gas utility, he discussed the system overview, gas line response and incidents, budgets including operating, maintenance and capital costs, recently completed

projects and future projects including the 5 to 50 lb. system conversion and other continued system improvements.

Director, Information Technologies and Metering Baum presented a Technology system health report. He reviewed 2022 projects including AMI, IT restructuring, security and a water system switch upgrade; the 2023 budget including non-labor expenses and capital projects and concluded with 2023 projects and initiatives including security, Cloud VPN, technology and OPU's systems roadmap.

General Manager/Staff Reports

General Manager Warehime thanked Mr. Fenstermacher, Mr. Prokopec and Mr. Baum for their presentations and expressed his appreciation for the City Council members being present. Mr. Warehime concluded by noting the natural gas prices are starting to soften so we are hopeful the prices won't be as bad as originally anticipated.

Director, Finance & Administration Olson reported the preliminary budget packet is ready and will be emailed soon. He further noted that information will be covered at the special budget session of November 7th.

Commission Roundtable

Commissioner Kottke expressed his gratitude to the linemen who helped in Florida in the aftermath of Hurricane Ian.

President Johnson thanked staff for the system health reports.

Audience Comments

City Council Member Boeke inquired if the previously reported 40% anticipated natural gas rate hike was still being considered. General Manager Warehime reported he will be attending the City Council's work session to provide more information on the anticipated rate increase. He also noted, the rate increase is concerning, however, it looks better than originally anticipated. OPU has purchased some natural gas ahead of the winter season to help soft the prices and we are taking other steps to minimize the risk to our customers. Mr. Fenstermacher noted OPU is offering double natural gas rebates and we are putting out energy conservation tips to help customers reduce their usage.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:31 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

The Owatonna Public Utilities Commission met in special budget session in the Morehouse Conference room at the Owatonna Public Utilities. Present were Commissioners Johnson, Zirngible, Kottke, Rossi and Doyal. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technologies & Metering Baum; Manager, Facilities, Gas & Water Engineering & Operations Prokopec; Manager, Electric Operations Deering; Supervisor, Information Technology Trom; Supervisor, Meter Services Johnson; Supervisor, Accounting Linders; Supervisor, Customer Care Van Esch; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation/Key Accounts Offices Hendricks; Accountant Lori Jerpbak and Brad Meier, President/CEO Owatonna Area Chamber of Commerce and Tourism.

Director, Finance & Administration Olson opened the meeting by discussing the agenda. He noted, he and Supervisor, Accounting Linders will discuss notable changes, rates, revenues and expenses, capital, and net income and reserves. Staff members will discuss their respective departments non-operating budgets including non-labor and capital budgets, as well as operating budgets including non-labor and capital expenses.

Notable changes included in the 2023 budget include Generator #7 revenue and expense. SMMPA's anticipates its costs to upgrade the unit will be recovered so normal capacity revenue and expenses will resume mid-year. Other notable changes include the cancellation of SMMPA's planned distribution of reserves for the second half of 2022 and all of 2023.

Changes not included in the budget yet include the natural gas forward pricing curves and expenses related to recently announced natural gas bonus rebates.

Mr. Olson discussed electric, water and natural gas rate histories and proposed 2023 adjustments. He noted staff is proposing an increase of 13.9% in electric, 5% in water and 29.2% in natural gas. Overall, the average residential customers will see an increase of approximately \$28 per month. Commissioner Rossi inquired if OPU gives customers ideas on how to reduce their usage to lessen the impact of these increases. The answer is yes, there are several tips discussed in the newsletter, on social media and on our website. Commissioner Kottke would like to see us put off the water increase if possible. Commissioner Johnson inquired about the budgeting for the PGA. Mr. Olson replied, we have a forecasting graph.

Supervisor, Accounting Linders discussed commodity revenue and three-year cost trends for each of the three utilities, controllable and non-controllable costs, non-commodity revenues, and other expenses. Labor and benefits, as well as history and forecasts for the capital budget, net income and reserves were also discussed. Commissioner Kottke inquired if we could use reserves even more to help less the impact to customers. Mr. Olson replied, we could, but we would have to raise rates in 2024 to recover the costs. We could use a phased approach as well, but again, the costs would have to be recovered somehow. Commissioner Rossi inquired as to what the reserves are for. Mr. Olson replied, capital projects are one use; however, we try to keep enough in reserves to use as operating revenues in the event of a major disaster. The reserve levels are set by current policy, however, that policy could be reviewed.

Non-operating budgets were presented next with Information Technology starting first. After discussion, it was determined Security for OPU facilities will be pulled out of the budget and more review and information will be provided to the Commission at a later date. In the Accounting area, the electric rate study scheduled for the summer of 2023 will be pushed back to 2024.

In the operating budget part, Commission asked for a layout of all the studies that are required including the arc flash study, rate studies, system feasibility and expansion studies, etc.

In the water area, City Street projects are anticipated to double for 2023. City Administrator Busse confirmed, the numbers in the budget are pretty close to what the City projects for projects.

Adjournment

The Commission did not have any other questions for staff. The meeting adjourned at 8:02 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator



Licenses - Permits



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: 11/14/2022

Date to Council: 12/06/2022

EVENT INFORMATION: St Patty Celebration at Mineral Springs Brewery	FEE AMOUNT: \$50 to Extend Premise of Liquor License
Event Dates: <u>March 17-19, 2023</u> Rain Dates: <u>Following week, March 24-26, 2023</u> Time: <u>Friday & Saturday: noon – 10:00 pm</u> <u>Sunday: noon - 8:00 pm</u> Set Up: <u>Thursday March 16, 2023</u> Clean Up: <u>Monday, March 20 by noon</u>	
Location (Address) of Event: 111 N Walnut Avenue	
Estimated Attendance (Participants and spectators): 300	
APPLICANT: Mineral Springs Brewery	
Contacts: Mark Sebring 413-6281 or 363-1380 Bill Cronin 213-9295	
Items approved 8/02/2021: Use of City street, parking spaces and right of way in front of the brewery to place a 30' x 60' tent. Traffic continues of Vine Street and on N Walnut Avenue. 10 cones to block street Temporary Liquor Permit to allow Extension of Premises during this is event.	
Department Notes : Park & Rec: approved, no impact on department. Police: approved, Patrol Captain Drenth will meet with Applicant to discuss the extended licensing area on public property. Public Works: approved, applicant to call City Shop to arrange pick up of cones during normal working hours, call 444-7051. Fire: approved with comment: Open flames not allowed Some restrictions are: • Portable outdoor gas-fired appliances are prohibited inside tents and membrane structures — MSFC 603.4.2.1.1. • Open-flame devices and similar arrangements are not allowed inside of or within 20 feet of tents and membrane structures when they are open to the public — MSFC 3107.4. • Heating equipment needs to be at least 10 feet from exits or combustible materials (even when not open to the public) — MSFC 3107.12.3.	

Preferred heating methods

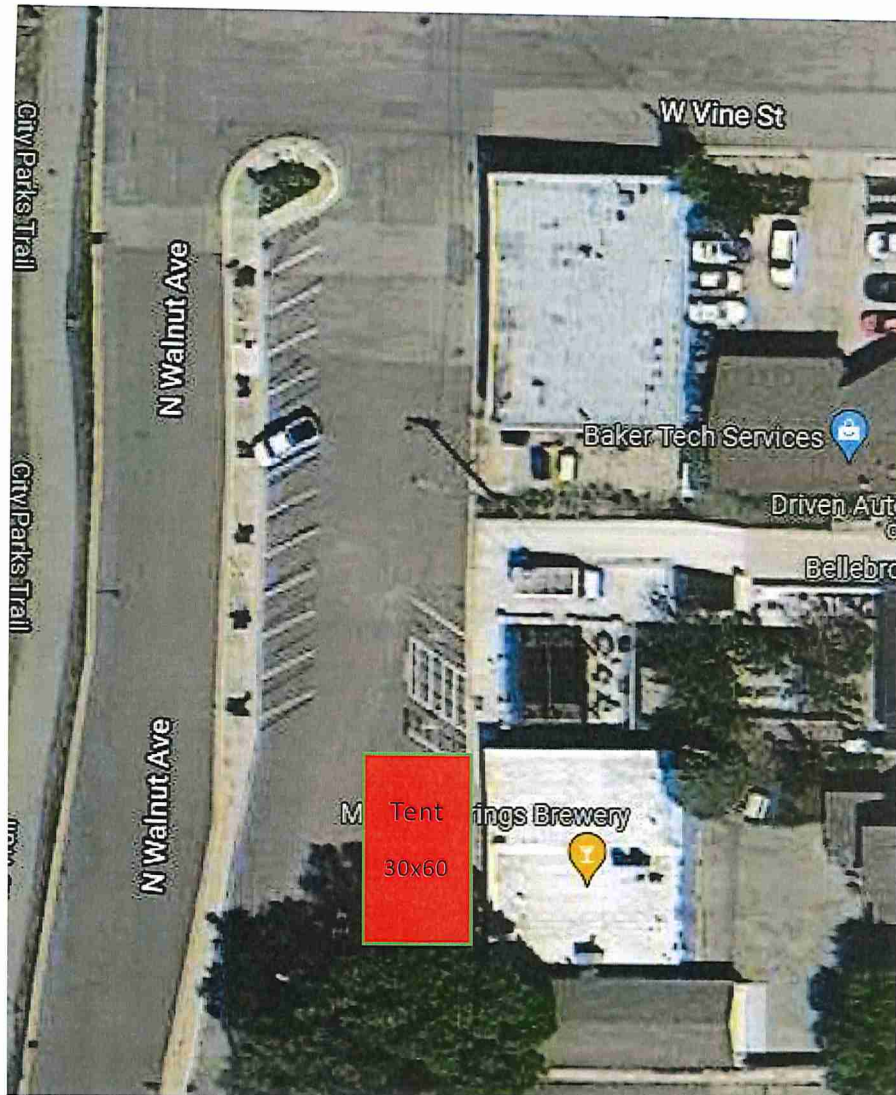
- Indirect heat — a heater located outside and a safe distance from the tent where warm air is blown into the tent.
- Electric heat — must be listed by a nationally recognized testing laboratory.

If open-flame heaters are being used, they should be:

- 20 feet from the tent (if open to the public) — MSFC 3107.4.
- 10 feet from exits from the tent — MSFC 3107.12.3.
- If LP gas is the fuel source for the heaters, the following separation distances are required:
 - Containers of 500 gallons or less — 10 feet from the tent.
 - Containers of more than 500 gallons — 25 feet from the tent.

Council Notes:

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





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Mineral Springs Brewery		June 2018			
Organization Address		City	State	Zip Code	
111 N Walnut Ae		Owatonna	Minnesota	55060	
Name of person making application		Business phone		Home phone	
Bill Cronin		507-413-6281			
Date(s) of event		Type of organization ☐ Microdistillery ☒ Small Brewer			
03/17/2023 - 03/19/2023		☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Bill Cronin - President		Owatonna	Minnesota	55060	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/22
Page 1 of 4

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Steele County

Previous Gambling Permit Number: X- 74003-22-023

Minnesota Tax ID Number, if any: ES-37964

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

Mailing Address: PO Box 226

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

Name of Chief Executive Officer (CEO): Bob Hoen

CEO Daytime Phone: 507-456-5046

CEO Email: bhoen@charter.net

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Torey's Restaurant

Physical Address (do not use P.O. box): 208 North Cedar, Owatonna, MN 55060

Check one:

☒ City: Owatonna

Zip: 55060

County: Steele

☐ Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 1/26/2023

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

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

James L. Clawson
Title: Admin Specialist Date: 11/15/2022

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Robert L. Hoen Date: 11/15/2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Bob Hoen

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: <u>Ducks Unlimited Steele County</u>	Previous Gambling Permit Number: X- <u>74003-22-023</u>
Minnesota Tax ID Number, if any: <u>ES-37964</u>	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: <u>PO Box 226</u>	
City: <u>Owatonna</u>	State: <u>MN</u> Zip: <u>55060</u> County: <u>Steele</u>
Name of Chief Executive Officer (CEO): <u>Bob Hoen</u>	
CEO Daytime Phone: <u>507-456-5046</u>	CEO Email: <u>bhoen@charter.net</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal
 ☐ Religious
 ☐ Veterans
 ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 141 East Rose St, Owatonna, MN 55060

Check one:

☒ City: Owatonna Zip: 55060 County: Steele
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 4/8/2023

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

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

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Jeannette Clawson

Title: Admin Specialist Date: 11/15/2021

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Robert Hoen Date: 11/15/2021
(Signature must be CEO's signature; designee may not sign)

Print Name: Bob Hoen

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: <u>Church of St. Joseph</u>	Previous Gambling Permit Number: <u>X-74004-22-021</u>
Minnesota Tax ID Number, if any: _____	Federal Employer ID Number (FEIN), if any: <u>41-0856395</u>
Mailing Address: <u>512 South Elm Street</u>	
City: <u>Owatonna</u>	State: <u>MN</u> Zip: <u>55060</u> County: <u>Steele</u>
Name of Chief Executive Officer (CEO): <u>Rev. James Starasinich</u>	
CEO Daytime Phone: <u>507-451-4845</u>	CEO Email: <u>pastor@stjosephowatonna.org</u>
(permit will be emailed to this email address unless otherwise indicated below)	
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): St. Mary's School - Owatonna

Physical Address (do not use P.O. box): 730 South Cedar Avenue

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 22, 2023

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel: [Signature]

Title: Admin Spec Date: 11/10/22

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 4 Nov 2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. James Starasinich

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer



Community Development Department

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: November 30, 2022
RE: T-Hangar Lease Agreements

Purpose:

To approve new T-hangar rental agreements for units located at the Owatonna Degner Regional Airport as follows:

Lessee	Resident	Unit	Monthly Rental Fee	Term
Kent Carders	Lakeville, MN	Building 4, Unit E	\$220.00	2 years
Hannah Drake	Oakdale, MN	Building 4, Unit K	\$220.00	2 years
High Tech Aero	Northfield, MN	Building 4, Unit B	\$220.00	2 years
Tim Johnson	Owatonna, MN	Building 4, Unit C	\$220.00	1 year
Korey Krause	Savage, MN	Building 4, Unit J	\$220.00	2 years
Chris Ludewig	Northfield, MN	Building 4, Unit I	\$220.00	2 years
Paul Ray	Rochester, MN	Building 4, Unit D	\$220.00	2 years
Jerry Pritchett	Lakeville, MN	Building 2, Unit K	\$180.00	2 years
			\$1,720.00	Per Month

Background:

The new 10-unit T-Hangar building is now available for rent. Seven of these leases are new agreements for rental of aircraft storage space in new Building #4; one lease is with a new renter in existing T-hangar Building #2.

The agreements provide for the rental of T-hangar units at the airport and are typically a one-to-two-year term. The agreements are standard T-hangar lease forms which have been reviewed by City Attorney Walbran.

Budget Impact:

The rental fees provided in these agreements represent a total of \$20,640.00 annual rental revenue.

Recommendation:

Staff recommends approval.



Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Facility Use Agreement - Church of Christ

Purpose:

Approve the Facility Use Agreement with Owatonna Church of Christ at West Hills Social Commons.

Background:

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

Budget Impact:

Owatonna Church of Christ is issued a keycard to access Social Commons during the listed time and for other authorized areas within the building. No building staff is needed with this agreement and access. Owatonna Church of Christ pays a rental fee for the use of all other rental times at Social Commons.

Staff Recommendation:

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

Attachments:

1. 2023 Owatonna Church of Christ - Facility Use Agreement

OWATONNA CHURCH OF CHRIST

FACILITY USE AGREEMENT

This agreement (the "Agreement") is made and entered into as of this 6th day of December 2022 by and between City of Owatonna, Minnesota ("Licensor") and Owatonna Church of Christ ("Licensee").

RECITALS

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

Facility: Multi-purpose room at West Hills Social Commons

For the purpose of: Setup of Church Gatherings

Starting Date: January 1, 2023

Ending Date: December 31, 2023

Days and time of use:

Sundays: 8:00AM - 9:00AM

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

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

sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and telephone service. Licensee shall reimburse Licensor for all additional maintenance and services provided at Licensee request.

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

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

10. **Limitation of Licensor Liability.** In no event shall Licensor be liable for any direct or indirect, consequential, incidental, lost profits or similar damages arising out of this Agreement. Licensor's total liability for breach of this Agreement is the fee payable to Licensor for one event pursuant to Section 3 of this Agreement.
11. **Insurance.** Licensee shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Licensee, its officers, employees, agents, members and anyone directly or indirectly engaged or employed by Licensee from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:
 - Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

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

12. **Termination.** Each Party has the right to terminate this Agreement without cause upon 30 days' notice. Notwithstanding the previous sentence, Licensor may immediately terminate this Agreement upon the occurrence of any of the following:
 - a. If Licensee defaults in the payment of any sum to be paid hereunder and such default continues for more than 10 days following written notice from Licensor to Licensee; or
 - b. If Licensee fails to maintain the insurance required under Section 11.
13. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to Licensor: Owatonna Parks and Recreation
Recreation Manager
500 Dunnell Drive
Owatonna, MN 55060
Tel: 507-444-4321

If to Licensee: Owatonna Church of Christ
PO Box 64
Owatonna, MN 55060
Tel: 507-676-0945

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

matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement.

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

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

CITY OF OWATONNA

By _____

Printed Name Tom Kuntz

Title Mayor

Date _____

By _____

Printed Name Kris Busse

Title City Administrator

Date _____

OWATONNA CHURCH OF CHRIST

By James W. Cox

Printed Name JAMES W. COX

Title MEMBER

Date 16/NOV/2022



Parks, Trails, Recreation & Facilities Department

TO: HONORABLE MAYOR & CITY COUNCIL

FROM: Jenna Tuma, Parks & Recreation Director
Eric Anderson, Recreation Manager

DATE: December 6, 2022

SUBJECT: AARP Facility Use Agreement

Purpose:

Request City Council approval to renew the AARP Facility Use Agreement at West Hills Social Commons.

Background:

The AARP Driver Safety program teaches evidence-based strategies to seniors to keep them safe when behind the wheel. This program is sponsored through AARP, with West Hills Social Commons as the host location. AARP provides trained volunteer instructors for these classes and a site coordinator to schedule the classes and volunteers. The City assists with advertising the classes, registration, and providing a space to host the classes. Many of the scheduled class dates occur during normal facility hours. For classes offered outside the normal facility hours, Keycard access is issued to the AARP volunteer instructor for use of the designated space. This agreement is for renewal for 2023.

Budget Impact

SeniorPlace Inc utilizes this program as a fundraiser. SeniorPlace Inc receives \$4 of each registration and the City receives \$1 from each registration. AARP is issued a Keycard to access the building and the class space, requiring no additional staffing costs to open the building for the classes.

Staff Recommendation:

Staff recommends renewal of the Facility Use Agreement with AARP.

AARP FACILITY USE AGREEMENT

This agreement (the "Agreement") is made and entered into as of this 6th day of December 2022 by and between City of Owatonna, Minnesota ("Licensor") and AARP ("Licensee").

RECITALS

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

Facility: City of Owatonna West Hills Social Commons

For the purpose of: Providing a space for Senior Driver's Education classes sponsored through AARP

Starting Date: January 1, 2023

Ending Date: December 31, 2023

Days and time of use:

See Appendix A

Any Other Dates and Times: Requested by licensee and agreed upon by both parties as the space is available.

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

1. **Space.** Licensee will occupy the Board Room or, in the event it is unavailable, the Multipurpose room, at the Facility on the days and at the times indicated in Appendix A. Licensee may also use common areas at the Facility such as waiting areas, hallways, and public bathrooms. Licensee will occupy the room up to one hour prior to the start of a class for set up and preparation, as available. Any increase in hours of use and occupancy requires prior approval by Licensor.
2. **Equipment.** Licensee shall have use of a Projector during program times as listed in Appendix A.
3. **Non-Business Hours Use.** Licensee shall use the facility during Facility non-business hours as listed in Appendix A. Licensee will be provided Key Card Access for entrance into the Facility and meeting space. Licensee will only use the Key Card Access for entrance into areas identified in Section 1 of this agreement. The Licensee will not provide any unauthorized individuals the Key Card or allow any unauthorized

individuals to enter the Facility. All issued Key Cards must be surrendered to Licensor at Licensor's place of business upon termination of the lease. Lost Key Cards will be replaced at a cost of \$20.00 per Key Card and will be replaced during regular business hours. Key Cards shall not be duplicated by the Licensee. Licensee will follow all facility use, closing and lock up policies and procedures as instructed by Licensor.

4. **Maintenance and Utilities.** Licensor will provide maintenance and utilities for the Facility in accordance with its routine schedule and standards, including water and sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and telephone service. Licensee shall reimburse Licensor for all additional maintenance and services provided at Licensee request.
5. **Fees.** Licensor will collect a program fee from each registrant at the time of registration. Licensor will retain \$1 per registrant. The remaining program fee will be paid to SeniorPlace Inc through the Licensor's finance department during the normal payment schedule. SeniorPlace Inc shall be responsible to pay AARP the designated program fee within 2 weeks of receiving the completed class registrant roster. Licensee will provide Licensor with proof of its non-profit status.
6. **Permitted Use of the Premises.** Licensee shall use the Facility in accordance with the terms and conditions of this Agreement and Licensor policies. Licensee shall obtain any required permits for its use of the Facility. Licensee will make no use of the Facility that would be contrary to any federal or state law or any municipal bylaw or ordinance in force in Minnesota, nor may Licensee commit or allow any nuisance to exist at the Facility. Licensee shall cooperate with Licensor's building and security personnel in ensuring public safety. Licensee shall ensure that individuals entering the Facility to participate in an event hosted by Licensee refrain from use of alcohol and/or drugs, possessing weapons, fighting, engaging in abuse of any kind, littering, and/or disturbing Licensor employees and clients while located on Licensor property. Any individual who violates the preceding requirement may be prohibited from entering Licensor property.
7. **Licensee's Use of Facilities.** Licensee acknowledges and agrees that Licensor retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations.
8. **Personal Property.** Licensee shall occupy a small storage space designated by the licensor. Licensor is not responsible for any loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees.
9. **Licensee's Obligations After Use of Facility.** Licensee agrees to exercise due care in the use of the Facility and shall leave the Facility in the same good condition as on the Starting Date, normal wear and tear excepted. Property not removed by Licensee may not be recoverable, and Licensor may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse Licensor for any and all costs

Licensor incurs to repair any damage to the Facility or other Licensor property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by Licensor, its officers, agents, or representatives.

10. **Indemnification.** Licensee agrees to defend, indemnify, and hold harmless Licensor from and against all claims, liabilities or expenses (including reasonable attorney's fees and other professional expenses) arising from or in connection with (a) Licensee's use of the Facility and other Licensor property; (b) the negligent or wrongful acts of Licensee's employees, agents, or invitees; or (c) Licensee's failure to perform or comply with any of the terms of this Agreement, except to the extent caused by the negligence or willful misconduct of Licensor. Licensee is a charitable organization, corporation, entity or individual having or claiming immunity (statutory or otherwise) from liability for damage or injury to property or person, Licensee hereby waives its right to plead such immunity defensively against Licensor. This Section 10 shall survive termination of this Agreement.
11. **Limitation of Licensor liability.** In no event shall Licensor be liable for any indirect, consequential, incidental, lost profits or similar damages arising out of this Agreement. Licensor's total liability for breach of this Agreement is the fee payable to Licensor for one event pursuant to Section 3 of this Agreement.
12. **Insurance.** Licensee shall provide Licensor with a certificate of insurance or other acceptable evidence showing that Licensee has general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually or as may be otherwise required by Licensor. Licensee will cause Licensor to be named as an additional insured on the policies of insurance maintained by Licensee and shall furnish Licensor with a certificate evidencing Licensor as an additional insured upon request.
13. **Termination.** Each Party has the right to terminate this Agreement without cause upon 30 days' notice. Notwithstanding the previous sentence, Licensor may immediately terminate this Agreement upon the occurrence of any of the following:
 - a. If Licensee defaults in the payment of any sum to be paid hereunder and such default continues for more than 10 days following written notice from Licensor to Licensee; or
 - b. If Licensee fails to maintain the insurance required under Section 12.
14. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to Licensor: Recreation Manager, West Hills Social Commons
500 Dunnell Drive
Owatonna, MN 55060

If to Licensee: AARP
601 E Street NW
Washington, DC 20049

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

16. **Miscellaneous**

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

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

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

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

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

CITY OF OWATONNA

By _____

Printed Name Tom Kuntz

Title Mayor

Date _____

By _____

Printed Name Kris Busse

Title City Administrator

Date _____

AARP

By  _____

Printed Name Robin R. Murphy

Title Dir. of Operations

Date 11.28.2022

APPENDIX A: 2023 AARP Smart Driver Safety Class Schedule

January				September			
10	Tu	8:30		12	Tu	12:30	
17	Tu	6:00		19 & 20		Tu & W	6:00
24	Tu	12:30					
February				October			
7	Tu	12:30		3	Tu	8:30	
14	Tu	8:30		10	Tu	6:00	
20 & 21		M & Tu	6:00	17	Tu	12:30	
March				November			
7	Tu	6:00		14	Tu	12:30	
14	Tu	12:30		21	Tu	8:30	
21	Tu	8:30		December			
April				5	Tu	12:30	
4	Tu	12:30					
11	Tu	8:30					
18	Tu	6:00					
May							
9	Tu	8:30					
16	Tu	12:30					
22 & 23		M & Tu	6:00				
June							
6	Tu	12:30					
13	Tu	6:00					
20	Tu	8:30					
July							
11	Tu	12:30					
18	Tu	8:00					
August							
1	Tu	8:30					
8	Tu	12:30					



Parks, Trails, Recreation & Facilities Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Yoga Instructor Agreement - Denise Stewart

Purpose:

Approve the renewal of an independent contractor agreement for yoga instruction

Background:

An independent contractor, Denise Stewart, provides yoga instruction for the City's Adult Leisure Pursuits Yoga program. The program occurs at the City Parks and Recreation facility. The Contractor is paid 70% of the revenue for instructing the program and granted key card access to the spaces.

Budget Impact:

The independent contractor is paid based on generated revenue. The City receives 30% of generated revenue from this program. The city provides a storage area and takes program registration. There are no other direct expenses.

Staff Recommendation:

Staff recommends renewal of the agreement with yoga instructor Denise Stewart.

Attachments:

1. 2023 Yoga Instructor - Independent Contractor

YOGA INSTRUCTOR INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 6th day of December 2022 by the City of Owatonna, a municipal corporation, hereinafter referred to as the City, and Denise Stewart hereinafter referred to as Contractor.

WITNESETH

WHEREAS, City offers exercise programs to its senior members and desires the assistance of a certified yoga instructor; and

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

WHEREAS, Contractor agrees to perform the services for the City under the terms and conditions set forth in this agreement, the addendum to said specifications, and the form of proposal.

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

CONTRACTOR RESPONSIBILITIES:

1. **Support Park and Recreation Department.** Contractor shall report directly to the Recreation Manager or appointed designate and shall provide administrative support to the Recreation Manager, including the following:
 - a. Contractor will attend meetings as required by the Park and Recreation Department.
 - b. Contractor shall make recommendations regarding any aspect of the Yoga Fitness Program so as to improve the efficiency of operation and increase use of the activity.
 - c. Contractor shall help prepare information for a periodic newsletter and flyers.
2. **Public Relations.** Contractor shall be responsible for helping to market and promote the Yoga Fitness Program. Contractor is expected to determine the best means of marketing/promoting so as to increase participation of the Yoga Fitness Program.
3. **COVID-19 Compliance.** Contractor shall comply with and assist in the implementation of the City's COVID-19 Preparedness Plan including proper disinfection, sanitization and monitoring compliance with the plan guidelines on site and Contractor shall develop and implement a COVID-19 Preparedness Plan for the Yoga program.

4. **Contractor's Expenses.** Contractor shall be responsible for all membership fees and certification cost associated with this position.
5. **Equipment.** Contractor shall provide personal equipment for any training assessments conducted with clients.

CITY'S RESPONSIBILITIES:

1. **Storage Space.** The City will provide the Contractor with a storage location within the West Hills Social Commons or West Hills Tennis and Fitness Center.
2. **Facility Entrance and Use.** The City will issue the Contractor 1 Key Card for entrance into the West Hills Social Commons and West Hills Tennis and Fitness Center Facilities and designated areas. The Contractor will only use the issued Key Card for entrance into areas and purposes of instructing City Sponsored Yoga programs. The Contractor will not provide any unauthorized individuals the key or allow any unauthorized individuals to enter the Facility. The Contractor will follow all facility use, closing and lock up policies and procedures as instructed by City.
3. **Compensation.**
 - a. Contractor shall be paid 70% commission on all yoga class revenue. Contractor shall be paid every other week, starting on January 18, 2023.
 - b. Contractor shall repay 70% of all refunds if he/she is unable to perform or failure to operate or cancels the program.
4. **Taxes Notification.** The City will instruct the Contractor that the collection and submission of all sales tax is done prior to Contractor payment.
5. **City Retains Authority.** The City will be responsible for making the decision to cancel the program due to weather or other purposes.

GENERAL CONDITIONS:

1. **Relationship.** The parties intend that an independent contractor – employer relationship will be created by this contract. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor.
2. **Assignment.** Contractor will be responsible for and will superintend the execution of all work covered by this agreement, either personally or through a representative. If contractor uses a representative, the Recreation Manager shall give prior approval so as to ensure the City is satisfied that the representative is competent and qualified to represent Contractor in all matters pertaining to this agreement.

3. **Revenue.** It is understood and agreed that all fees established by the Owatonna Park and Recreation Board belong to the City. Cash register tapes shall be sole property of the City. Daily receipts shall be deposited at a designated night depository and will be picked up the following morning by Park and Recreation staff member.
4. **Liability Insurance.** Contractor shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Contractor, its officers, employees, agents, members and anyone directly or indirectly engaged or employed by Contractor from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:
 - Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

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

Contractor agrees to provide Workers Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Prior to providing services to the City pursuant to this Agreement or assigning an official to any City events, Contractor shall deliver to the City evidence that the above coverage is in full force and effect.
5. **Qualifications.** The Contractor shall deposit with the Park and Recreation Department at the time of the execution of the contract, a current certificate or certifications from an accredited provider (for example NETA), evidencing successful completion of training for the services being rendered to the City.
6. **Indemnification.** The Contractor agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations, and provisions prescribed herein, and to defend, indemnify, and hold harmless the City, its officers, agents, or employees of and from all liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by the City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act of thing done or suffered or omitted to be done under the authority or supposed authority of such grant. The Contractor's indemnification obligation shall also apply to the Contractor's subcontractors, or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable.
7. **Subrogation.** In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the

other insured loss occurring to the real property owned by City and personal property owned by Contractor all while located at the West Hills Social Commons or West Hills Tennis and Fitness Center.

8. **Personal Property.** The City shall not be liable for any damage to persons or properties in the space assigned to the Contractor. The Contractor agrees that all personal property upon such premises shall be kept at the risk of the Contractor only and the City shall not be liable for any damages thereto or loss or theft thereof.
9. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
 - a. In the event the Contractor is adjudicated bankrupt, is in relationship, has made an assignment for the benefit of his creditors, or because Contractor's financial condition is unable to continue successful operations.
 - b. Failure of the Contractor to perform, keep, and observe any of the conditions of the contract, and the failure of the Contractor to correct the default or breach within the times specified by the Recreation Manager.
 - c. Upon mutual consent of the city and contractor.
10. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all goods, chattels, and fixtures belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said goods, chattels, and fixtures are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.
11. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

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

If to Contractor: Denise Stewart
6979 NE 49th Ave
Medford, MN 55049
Tel: 507-390-0279

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

13. **Miscellaneous.**

- a. Force Majeure. Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods or other natural disasters, strikes, governmental laws and regulations.
- b. Emergency Closure. City may determine, at its sole discretion, that for reasons of health safety and in the best interests of the public it may close the facility as necessary.
- c. Discrimination. The Parties agree to be bound by applicable state and federal laws governing Equal Opportunity Employment and Non-discrimination.
- d. Entire Agreement. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement.
- e. Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

- f. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and will be enforced as amended.
 - g. Costs, Expenses and Attorney's Fees. If either party incurs costs or expenses, in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, each party in such dispute will reimburse the prevailing party for its costs and expenses according to law. Each party will bear the cost of its own attorney fees.
 - h. No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by City or Contractor or Licensee to any person or entity not a party to this Agreement, including Contractor's employees, volunteers or participants, or any other individuals employed by or under contract with City or Contractor.
14. **Term**. Contractor may conduct business during the duration of the contract during specified seasonal hours of operation. This contract shall expire at 11:59pm, December 31, 2023.

The remainder of this page is intentionally blank

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

CITY OF OWATONNA

By _____

Printed Name Tom Kuntz

Title Mayor

Date _____

By _____

Printed Name Kris Busse

Title City Administrator

Date _____

CONTRACTOR

By Denise Stewart

Printed Name Denise Stewart

Title Yoga Instr.

Date 11/16/22



Parks, Trails, Recreation & Facilities Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Lease Agreement - Healthy Seniors of Steele County

Purpose:

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

Background:

Healthy Seniors of Steele County is a local 501c3 non-profit organization, committed to serving seniors and caregivers of Steele County. This organization has leased an office and storage space on the 3rd floor of West Hills Social Commons for many years. This agreement is to renew both the office and storage rooms for 2023.

Budget Impact:

The rental generates facility revenue as identified in the budget. Healthy Seniors are issued keycards and key access to the building and rental areas, requiring no additional staff costs. A 5% rent increase is included in the 2023 renewal.

Staff Recommendation:

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

Attachments:

1. 2023 Steele County Healthy Seniors

STEELE COUNTY HEALTHY SENIORS LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 6th day of December 2022, by and between the City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter called Lessor, and Healthy Seniors of Steele County hereinafter called Lessee.

1. **PREMISES**

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

3rd Floor office space, West Hills Social Commons

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

2. **TERM**

The term of this lease shall be from January 1, 2023, to December 31, 2023.

3. **RENT**

The rent payable by Lessee to Lessor shall be \$1,865 due in quarterly installments of \$466.25.

4. **FACILITY ACCESS**

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

5. **ASSIGNMENT AND SUBLETTING**

Lessee agrees that it will not sublet the demised premises or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to be transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time accrue or be desired and that nothing whatever shall be held to be a waiver or supersede the necessity of such endorsement. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

6. **UTILITIES**

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

7. **REPAIRS AND MAINTENANCE**

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

8. **ERECTION AND MAINTENANCE OF SIGNS**

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

9. **TAXES**

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

10. **DAMAGE OR DESTRUCTION OF PREMISES**

In the event of damage to or destruction of the leased premises or a portion thereof by fire, or other cause sufficient to render the leased premises unsatisfactory for Lessee's operations or otherwise tenantable, either party may terminate this lease by written notice of its

intention to do so to the other party within thirty (30) days of such destruction or damage. Lessor will not be obligated to replace or repair the leased structure, and if it so elects to not rebuild, shall give Lessee notice of said fact and the lease shall thereupon automatically terminate. Should Lessor determine to make repairs to damages to the premises, then during the period commencing with the damage to the premises and ending with the completion of the repairs rendered necessary thereby, the rent payable hereunder shall abate and the obligation of the Lessee ever to pay the same shall cease to the extent and in proportion to the area rendered tenantable by the injury to the premises or rendered tenantable by repair work.

11. **AMERICANS WITH DISABILITIES ACT**

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

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

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

12. **INSURANCE**

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

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

Contractor agrees to provide Workers Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Prior to providing services to the City pursuant to this Agreement or assigning an official to any City events,

Contractor shall deliver to the City evidence that the above coverage is in full force and effect.

13. **OPTIONS TO RENEW**

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

14. **PEACEFUL SURRENDER**

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

15. **LESSOR'S REMEDIES**

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

16. **NOTICES**

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

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

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

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

LESSOR
CITY OF OWATONNA

LESSEE
HEALTHY SENIORS OF STEELE COUNTY

By _____

By _____

Printed Name Tom Kuntz

Printed Name _____

Title Mayor

Title Director

Date _____

Date _____

By _____

Printed Name Kris Busse

Title City Administrator

Date _____



Parks, Trails, Recreation & Facilities Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Lease Agreement - SEMCAC Owatonna Contact Center

Purpose:

Seeking approval to renew the SEMCAC Owatonna Contact Center Lease Agreement at Vevle Hall.

Background:

SEMCAC is a nonprofit community action agency that provides services to low-income individuals in need of assistance. Services include: food security & nutrition, advocacy & resource assistance, senior programs, transportation, Head Start, housing & shelter, clinics and energy programs. This organization has leased office space in the east wing of Vevle Hall for many years. This agreement is to renew the lease from January through December, 2023.

Budget Impact:

The lease generates facility revenue as identified in the budget. There is a 5% increase in the 2023 renewal.

Staff Recommendation:

Staff recommends approval to renew the lease agreement with SEMCAC Owatonna Contact Center.

Attachments:

1. 2022 - 1 year - Vevle - Semcac-Owatonna Contact Center

LEASE

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter called Lessor, and Semcac – Owatonna Contact Center, hereinafter called Lessee.

1. PREMISES.

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

EAST WING OF THE FIRST LEVEL OF VEVLE HALL, ROOMS 109-117 (1,018 sq. ft.)

2. TERM.

The term of this lease shall be for a period of one (1) year, commencing on January 1, 2023, and expiring on the 31st day of December, 2023.

In the sole event that Lessee loses funding sufficient to support the continuation of the lease, Lessee may terminate the lease upon ninety (90) days written notice to Lessor.

This lease replaces the lease dated January 5, 2018.

3. RENT.

The annual term rent payable by Lessee to Lessor shall be the following:

2023 \$8,631.00, payable in equal monthly installments of \$719.25

Each monthly payment shall be paid in advance on or before the first day of each calendar month, commencing with the first day of the term, prorated if other than for a full month. This lease may be terminated by the Lessee upon ninety (90) days written notice to Lessor.

4. ASSIGNMENT AND SUBLETTING.

Lessee agrees that it will not sublet the demised premises or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to be transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time accrue or be desired and that nothing whatever shall be held to be a waiver or

supersede the necessity of such endorsement. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

5. UTILITIES.

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

6. REPAIRS AND MAINTENANCE.

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

7. ALTERATIONS OR IMPROVEMENTS

Lessee shall not undertake any remodeling or make any improvements (collectively "improvements") to the leased premises without obtaining Lessor's prior written consent. All such Improvements shall be done at the Lessee's sole expense. Before undertaking any such Improvements, the Lessee shall submit written plans for lessor's review and written approval. All such work shall be performed in compliance with all applicable building codes and other applicable statutes, regulations, and ordinances. Lessee shall pay the cost of all labor and materials furnished or provided in connection with any remodeling or Improvements to the leasehold premises and shall not permit the filing of any mechanic liens against the premises, title to which at all times remains in the City. If any lien is filed against the premises Lessee must discharge the lien or provide adequate bond or other surety in a manner and amount reasonable satisfactory to City within 30 days after filing of the lien.

8. ERECTION AND MAINTENANCE OF SIGNS.

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

9. TAXES.

So long as the property remains tax exempt, neither party will have a tax obligation. Should this tax exempt status change or be modified in any respect by reason of the parties having entered

into this lease or for any other reason which would return the demised premises to the tax rolls, Lessee will be obligated to pay and hold Lessor harmless any such real estate or other tax thereby incurred.

10. DAMAGE OR DESTRUCTION OF PREMISES.

In the event of damage to or destruction of the leased premises or a portion thereof by fire, or other cause sufficient to render the leased premises unsatisfactory for Lessee's operations or otherwise untenable, either party may terminate this lease by written notice of its intention to do so to the other party within thirty (30) days of such destruction or damage. Lessor will not be obligated to replace or repair the leased structure, and if it so elects to not rebuild, shall give Lessee notice of said fact and the lease shall thereupon automatically terminate. Should Lessor determine to make repairs to damages to the premises, then during the period commencing with the damage to the premises and ending with the completion of the repairs rendered necessary thereby, the rent payable hereunder shall abate and the obligation of the Lessee ever to pay the same shall cease to the extent and in proportion to the area rendered untenable by the injury to the premises or rendered untenable by repair work.

11. AMERICANS WITH DISABILITIES ACT.

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

Lessee agrees to comply with the ADA, including without limitation by removing architectural barriers within the leased premises and the common areas of the building made necessary by Lessee's use of the leased premises and by strict conformance with the ADA in the design and construction of Lessee's leasehold Improvements and any subsequent alterations. Lessee shall indemnify and shall hold Lessor harmless from any damages, loss or liability, including without limitation the cost of barrier removal or alterations which may be performed by Lessor, resulting from the failure to Lessee to comply strictly with the requirements of the ADA.

12. INSURANCE.

Lessee shall at all times during the term of this lease and any extensions thereof, carry public liability insurance which shall insure against liability for personal injury or death and property damage with minimal limits of bodily insurance of \$1,000,000 for all damages arising out of bodily injuries to or death of one (1) person and \$2,000,000 for all damages arising out of bodily injury to or death of two (2) or more persons in any one accident. Such coverage may be satisfied by a combination of underlying liability coverage and excess liability coverage. All such insurance policies shall be with a company and in a form acceptable to the Lessor and Lessee agrees to

provide and keep filed on record with the City of Owatonna a certificate of insurance certifying to the existence of such policies which certificate shall name the Lessor as an "additional insured".

Lessor agrees to insure the demised premises against loss or damage by fire to the extent of the full insurable value thereof, including all improvements, alterations, additions, and changes made by either part to this Lease Agreement. All insurance required by this provision shall be carried for the mutual benefit of the parties in proportion to their interests in the demised premises.

13. PEACEFUL SURRENDER.

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

14. LESSOR'S REMEDIES.

If the monthly rental payment, or any of them, whether demanded or not, are not paid within twenty (20) days after becoming due, or in the event Lessee files any petitioning bankruptcy or insolvency or is adjudicated bankrupt or insolvent, or if any term, condition, or covenant of this lease on the part of Lessee to be by it performed shall be violated or neglected and such violation or neglect is not cured within twenty (20) days after written notice from Lessor, then in either of such cases, Lessee does hereby authorize and empower Lessor to cancel this lease pursuant to Minnesota Statute Chapter 504B.

15. NOTICES.

Whenever under this lease any demand, notice, or declaration of any kind is required or desirable, it shall be in writing, served or sent by mail with postage prepaid; if to Lessor, addressed to them at City Hall, 540 West Hills Circle, Owatonna, Minnesota 55060; and if to Lessee, addressed at Semcac, P.O. Box 549, Rushford, Minnesota 55971. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Such notices, demands, or declarations shall be deemed sufficiently served or given for all purposes hereunder when served or two (2) days after mailing as aforesaid.

16. JOINT OR MUTUAL WAIVER OF SUBROGATION.

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

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

LESSEE:

SEMCAC – OWATONNA CONTACT CENTER

LESSOR:

CITY OF OWATONNA

By: _____
Executive Director

By: _____
Thomas A. Kuntz, Mayor

ATTEST: _____
Kris M. Busse, City Administrator/City Clerk



Parks, Trails, Recreation & Facilities Department

TO: Honorable Mayor and City Council, City Administrator

FROM: Jenna Tuma, Director of Parks, and Recreation
Aaron Fitzloff, Facility Manager-Government Buildings

DATE: November 30th, 2022

SUBJECT: Renewal of Cleaning Services for Government Buildings

Purpose:

Seeking approval for the cleaning agreements with Vanguard Cleaning Systems of Minnesota ("Vanguard") and Coverall for the cleaning service at the Library, Tennis/Fitness Center, and West Hills Social Commons.

Background:

For the past three years Vanguard and Coverall companies have provided the cleaning services for these locations. Both organizations are in good standing, provide good service and are reliable. Currently Coverall provides services at the Library and Vanguard services the West Hills Social Commons and Tennis/Fitness Center.

The city received two bids per site; Coverall and Vanguard were the low bids.

Library

- Coverall: \$29,460 Library this is a \$70/month from current contract rate; \$840 annual increase.
- Arnolds: \$30,828 Library

WHSC/Tennis and Fitness Center

- Vanguard: \$46,320 West Hills Social Commons and Tennis/Fitness Center, this is an increase of \$173/month from current contract rate; \$2,076 annual increase.
- Arnolds: \$47,724 West Hills Social Commons and Tennis/Fitness Center

Budget Impact:

Expense for cleaning services are in the Government Buildings and Grounds Operating Budget. This will be an increase slightly less than 3% (\$840) for the Library and a 4% increase (\$2,076) for the Tennis/Fitness Center.

Staff Recommendation:

Staff recommends approving these agreements with Vanguard and Coverall.

**Service Agreement Addendum/ Price Change**

Customer Name: City of Owatonna Library **Customer #** 707_6576
Franchised Business Name: Jose L. & Rosa M. Payes **Franchise #** 707_F607

Current Terms

Service Address: <u>105 Elm AVE North Owatonna, MN 55060</u>	
Billing Address:	Purchase Order #
Phone: (<u>507</u>) <u>456</u> - <u>5588</u>	Service Days: ☒ Mon ☒ Tue ☒ Wed ☒ Thu ☒ Fri ☐ Sat ☐ Sun
Current Monthly Service Charge: \$ 2385, plus any applicable taxes Effective Date: <u>6</u> / <u>1</u> / <u>21</u>	

New Revised Terms

Service Address or ☒ Same:	
Billing Address or ☒ Same:	Purchase Order #
Phone or ☒ Same: Phone: (____) ____ - ____	Service Days or ☒ Same: ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun
New Monthly Service Charge: \$ 2455, plus any applicable taxes Effective Date: <u>1</u> / <u>1</u> / <u>23</u>	

Reason for Price Change:

☒	Annual Increase
☐	Change in frequency of Service
☐	Change in Service Plan (attached)
☐	Change in square footage
☐	Other: (include description and comments)

Terms and Conditions:

Except as provided in this Addendum, the Service Agreement shall remain unchanged and in full force and effect.

Pricing Change Accepted By:

Customer: _____	Sign	Print Name & Title	Date
		<u>Jose L. Payes</u>	<u>11/28/22</u>
Franchised Business: _____	Sign	Print Name & Title	Date
		<u>Chris LaBreche - FDC</u>	<u>11/28/22</u>
Coverall: <u>Chris LaBreche</u>	Sign	Print Name & Title	Date

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

The undersigned Client hereby accepts the proposal for janitorial services with the following terms and conditions as defined by
SPLIT ROCK MANAGEMENT - dba VANGUARD CLEANING SYSTEMS OF MINNESOTA

Account/Location

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

1. Beginning **Jan 1, 2023 - December 31, 2023**, VANGUARD CLEANING SYSTEMS OF MINNESOTA ("Company") will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" as follows (please initial): **(Plus applicable Sales Tax)**

Initial here

SERVICE FREQUENCY:
Five Times Per Week

SERVICE TYPE:
Evening Cleaning

MONTHLY RATE:
Senior Place: \$1,650.00
Tennis Center: \$2,210.00

2. Client accepts that the services and all associated responsibilities for performance to be provided under the Service Schedule will be transferred by Company to an independently-owned Vanguard Cleaning Systems of MN Service Provider ("Service Provider"). The Service Provider will execute services outlined in this Service Contract accordance with the Service Schedule as agreed upon by the Client and the Company. Client further acknowledges and agrees that the Company does not dictate or monitor the Service Provider's labor hours and that the Service Providers manage operate their independently owned businesses.
3. The contract price shown in the above Monthly Rate is applicable for one year from the date of this Agreement for the services identified on, and to be delivered at the intervals provided in the Service Schedule. The price is subject to adjustment based upon substantial changes in cleanable square footage, occupancy, or cleaning requirements. After one year from the service start date, Company reserves the right to apply a 5.0-8.0% cost of living increase; such increases would be provided in writing 30-days prior to implementation.
4. Either Client or Company can cancel this Agreement by issuing a 30-Day advance written notice of cancellation to the other party. Any modification to this Agreement must be in writing and signed by the Client and Company. Company reserves the right to cancel or suspend services for non-payment at any time. Monthly Rate is inclusive of labor, cleaning equipment (vacuums, mops, brooms, buckets, etc.) and supplies (chemicals, cloths, etc.). Carpet Shampoo, Stripping/Waxing of VCT, Scrubbing/Recoating VCT, and Window Cleaning services are available upon request at an additional charge. Optional consumable supply procurement is available as a value-add, and Client would be invoiced for the items purchased on a separate line itemed invoice.
5. Standard terms are Net-30 from the date of invoice for recurring monthly cleaning services. **NEW CUSTOMERS MUST COMPLETE AND RETURN THE NEW ACCOUNT FORM PRIOR TO START OF SERVICES.** A commercial account credit review may be conducted, and low credit ratings may result in alternative terms outside of our standard Net-30 terms. Client will be invoiced each month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10th of the month in which they are due are delinquent and subject to a service charge or immediate suspension of services without liability. Credit cards are accepted for payment with a **3.5% administrative fee** added to each transaction processed. For accounting and communication purposes, please provide the appropriate billing contact information below:

BILLING CONTACT

BILLING CONTACT EMAIL

BILLING CONTACT PHONE

6. Services are not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge or if the Service Schedule and pricing quote specifically include noted holidays. For accounts with service frequencies less than 3X/week customer has the option to communicate directly with the Service Provider to determine if an alternative service date is needed. For accounts with service frequency at or above 3X/week, no alternative services dates are warranted. The contract price is not prorated or reduced for non-performance of services on the noted holiday.
7. Client will deliver to Company with a signed copy of this Agreement and the Company will provide Client with a copy of the fully executed agreement.
8. Client understands that Service Provider cannot make an agreement on Company's behalf or bill the Client directly for any services and that all discussions regarding invoicing and billing of services must come through the Vanguard Cleaning Systems office.
9. Client understands that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, Client and its affiliates not contract for the services referenced in the above Service Schedule directly or indirectly with the Service Provider, or any individual or entity that directly or indirectly, whether partially or fully, owns or is owned or operated by the Service Provider.
10. Client will issue the Vanguard Cleaning Systems Service Provider:

SET(s) OF KEYS WITH

KEYS PER SET

KEY CARD(s)/KEY FOB(s)

NO KEYS/ACCESS GRANTED

TERMS ACCEPTED BY:

City of Owatonna

Vanguard Cleaning Systems of Minnesota

Signer's Title

Signer's Title

Date Signed

Date Signed

Legal Business Name

Federal Tax ID #

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

LEVEL ONE SCOPE OF WORK: PREPARED FOR CITY OF OWATONNA

	SUN	MON	TUE	WED	THU	FRI	SAT	M/Q
GENERAL								
Empty wastebaskets and replace liners as needed (plastic liners supplied by the City). All waste to be moved to a designated area; no waste to be thrown away unless clearly marked		x	x	x	x	x		
Clean and sanitize drinking fountains								W
Spot clean all interior windows to remove fingerprints								W
Completely clean all interior glass								W
Vacuum all traffic areas		x	x	x	x	x		
Vacuum wall to wall								W
Mop all chair mats								As needed
Dustmop or sweep all hard floors		x	x	x	x	x		
Spot clean spills and stains on carpets								As needed
Wet mop all hard floors		x	x	x	x	x		
Dust all accessible hi-lo horizontal surfaces including countertops, windowsills, heating vents, and furniture								W
Dry dust venetian blinds and file cabinets								M
Spot clean walls and doors								M
Clean marks from kick plates								M
Remove dust and cobwebs from ceiling, corners, return grates								Twice a month
Vacuum upholstered chairs and sofas and edge vacuum								M
Collect and appropriately dispose of recyclable material		x	x	x	x	x		
Vacuum conference/community rooms		x	x	x	x	x		
RESTROOMS								
Clean mirrors and chrome fittings		x	x	x	x	x		
Clean and sanitize sinks and countertops		x	x	x	x	x		
Clean and sanitize toilets (outside and inside)		x	x	x	x	x		
Clean and sanitize urinals (outside and inside)		x	x	x	x	x		
Empty wastebaskets and liners		x	x	x	x	x		
Replace wastebasket liners		x	x	x	x	x		
Metal partitions and walls completely scrubbed, clean exhaust/ceiling vents								W
Spot clean metal partitions and walls		x	x	x	x	x		
Restock restroom supplies (City provides)		x	x	x	x	x		
Sweep restroom floors		x	x	x	x	x		
Mop and sanitize restroom floors		x	x	x	x	x		

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

LEVEL ONE SCOPE OF WORK: SENIORPLACE BUILDING

	SUN	MON	TUE	WED	THU	FRI	SAT	M/Q
MAIN ENTRY AND RECEPTION AREA								
Spot clean all entry glass		X	X	X	X	X		
Completely clean entrance door glass								W
Vacuum mats		X	X	X	X	X		
Clean marks from kick plates (not all marks are removable)		X	X	X	X	X		
Tile – sweep/dust/mop		X	X	X	X	X		
Tile – wet mop								W
Sweep and damp mop stairs		X	X	X	X	X		
Clean and sanitize all stair railings		X	X	X	X	X		
Clean trophy case glass		X	X	X	X	X		
LUNCHROOM/CAFETERIA								
Empty all waste containers		X	X	X	X	X		
Clean and disinfect tables		X	X	X	X	X		
Clean chairs		X	X	X	X	X		
Clean countertops		X	X	X	X	X		
Clean sink and chrome fixtures		X	X	X	X	X		
Sweep and wet mop tile floor								Twice a week
Spot clean walls								Twice a week

RECAP:

20,212.51	Employee Strategies - Culture work
353,104.57	JJD Companies - 2022 Street & Utility Est 4
112,220.46	Nero Engineering - WWTF Expansion \$107,246.96, Lift station & sewer rate \$4973.50
199,506.27	Owatonna Fire Relief Assn State Aid
158,455.00	RDO Equipment - 2022 John Deere Wheel Loader
1,743,573.60	Rice Lake Const Group - WWTF Expansion Est 5
135,968.75	SAK Construction - 2022 CIPPS Est 3
62,072.08	Steele Co Auditor - City's share 3rd Qtr LEC costs
<u>445,346.26</u>	OTHER EXPENDITURES
\$ 3,230,459.50	<i>SUBTOTAL</i>
<u>76,009.20</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$ <u><u>3,306,468.70</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					
370970	11/22/22	ALEXANDER LUMBER COMPANY	1,916.86	0	Regular
370971	11/22/22	AMAZON.COM	329.99	0	Regular
370972	11/22/22	AMY MANDERFELD	9.92	0	Regular
370973	11/22/22	ANCOM	836.00	0	Regular
370974	11/22/22	ANNA K MARTIN	36.12	0	Regular
370975	11/22/22	APEX INDUSTRIES INC	15,874.00	0	Regular
370976	11/22/22	APG MEDIA OF SO MINNESOTA LLC	734.71	0	Regular
370977	11/22/22	ARAMARK UNIFORM SERVICES INC	485.21	0	Regular
370978	11/22/22	ARROW ACE HARDWARE	368.72	0	Regular
370979	11/22/22	ASPEN MILLS	1,514.75	0	Regular
370980	11/22/22	AUTO TRIM DESIGN OF OWATONNA	2,415.00	0	Regular
370981	11/22/22	BAKER & TAYLOR BOOKS	98.84	0	Regular
370982	11/22/22	BATTERIES PLUS BULBS LLC	109.70	0	Regular
370983	11/22/22	BLACKSTONE PUBLISHING	325.09	0	Regular
370984	11/22/22	BRIDGE STREET ONE INC	5,000.00	0	Regular
370985	11/22/22	BROCK WHITE COMPANY LLC	1,005.50	0	Regular
370986	11/22/22	CARQUEST	1,863.54	0	Regular
370987	11/22/22	CAVALIER COACHES INC	650.00	0	Regular
370988	11/22/22	CDW GOVERNMENT INC	1,167.30	0	Regular
370989	11/22/22	CEDAR VALLEY SERVICES INC	87.30	0	Regular
370990	11/22/22	CEMSTONE CONCRETE MATERIAL LLC	511.60	0	Regular
370991	11/22/22	CEMSTONE PRODUCTS CO	24.25	0	Regular
370992	11/22/22	CENGAGE LEARNING INC	371.12	0	Regular
370993	11/22/22	CENTRAL FARM SERVICE	732.23	0	Regular
370994	11/22/22	CHEMISOLV CORP	18,032.00	0	Regular
370995	11/22/22	COLORS & GLASS INC	492.16	0	Regular
370996	11/22/22	CONTINENTAL RESEARCH CORP	176.35	0	Regular
370997	11/22/22	COURT SPORTS & MORE	973.50	0	Regular
370998	11/22/22	CRANE CREEK ASPHALT	836.00	0	Regular
370999	11/22/22	CULLIGAN OF OWATONNA	2.83	0	Regular
371000	11/22/22	CURT'S TRUCK & DIESEL SERVICE	207.72	0	Regular
371001	11/22/22	CUSHMAN MOTOR CO INC	1,994.24	0	Regular
371002	11/22/22	CUSTOM COMMUNICATIONS	51.90	0	Regular
371003	11/22/22	D & M CONSTRUCTION LLC	3,552.63	0	Regular
371004	11/22/22	DAVIS MECHANICAL SYSTEMS INC	4,094.00	0	Regular
371005	11/22/22	Employee Strategies	20,212.51	0	Regular
371006	11/22/22	FASTENAL COMPANY	97.38	0	Regular
371007	11/22/22	FIRST SUPPLY OWATONNA	3,897.79	0	Regular
371008	11/22/22	FLAHERTY & HOOD PA	2,226.25	0	Regular
371009	11/22/22	FOUR SEASONS ELECTRIC	830.22	0	Regular
371010	11/22/22	HAWKINS INC	10,632.10	0	Regular
371011	11/22/22	HILLYARD INC	461.90	0	Regular
371012	11/22/22	HORIZON COMMERCIAL POOL SUPPLY	322.20	0	Regular
371013	11/22/22	IFACS	1,985.41	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371014	11/22/22	INNOVATIVE OFFICE SOLUTIONS	840.03	0	Regular
371015	11/22/22	INSTY PRINTS	232.00	0	Regular
371016	11/22/22	JAY'S SHOP	218.64	0	Regular
371017	11/22/22	JJD COMPANIES LLC	353,104.57	0	Regular
371018	11/22/22	KWIK TRIP INC	50.86	0	Regular
371019	11/22/22	L & L STREET RODS	3,185.64	0	Regular
371020	11/22/22	LAWSON PRODUCTS	221.69	0	Regular
371021	11/22/22	LIBRARY IDEAS LLC	10,973.00	0	Regular
371022	11/22/22	MACQUEEN EQUIPMENT CO	217.12	0	Regular
371023	11/22/22	MANUFACTURERS NEWS INC	162.85	0	Regular
371024	11/22/22	MARCO TECHNOLOGIES	323.46	0	Regular
371025	11/22/22	MARCO TECHNOLOGIES LLC	8,238.19	0	Regular
371026	11/22/22	MARILEE PFARR	233.75	0	Regular
371027	11/22/22	MEI TOTAL ELEVATOR	881.07	0	Regular
371028	11/22/22	METRO SALES INC	1,404.26	0	Regular
371029	11/22/22	MICHAEL BEACH COACHING & CONSU	1,300.00	0	Regular
371030	11/22/22	MID-AMERICAN RESEARCH CHEMICAL	359.32	0	Regular
371031	11/22/22	MIKE'S MARINE & SMALL ENG REP	128.56	0	Regular
371032	11/22/22	MIKE'S REPAIR	61.61	0	Regular
371033	11/22/22	MN DEPT OF LABOR AND INDUSTRY	10.00	0	Regular
371034	11/22/22	MN RECREATION & PARK ASSN	75.00	0	Regular
371035	11/22/22	MN UNEMPLOYMENT INS FUND	3,676.76	0	Regular
371036	11/22/22	MN VALLEY TESTING LABS INC	213.94	0	Regular
371037	11/22/22	MOBOTREX INC	776.50	0	Regular
371038	11/22/22	MOHS CONTRACTING INC	13,894.02	0	Regular
371039	11/22/22	MRI SOFTWARE LLC	350.00	0	Regular
371040	11/22/22	NAPA AUTO PARTS	300.17	0	Regular
371041	11/22/22	NERO ENGINEERING	112,220.46	0	Regular
371042	11/22/22	NORTHLAND FARM SYSTEMS	34.54	0	Regular
371043	11/22/22	O'REILLY AUTOMOTIVE INC	232.13	0	Regular
371044	11/22/22	OFFICE OF MNIT SERVICES	1,680.00	0	Regular
371045	11/22/22	OLDENBURG PHOTOGRAPHY	420.00	0	Regular
371046	11/22/22	OWATONNA AREA CHAMBER OF COMM	20.00	0	Regular
371047	11/22/22	OWATONNA BUS CO INC	350.00	0	Regular
371048	11/22/22	OWATONNA COMMUNITY EDUCATION	1,575.00	0	Regular
371049	11/22/22	OWATONNA FIRE RELIEF ASSN	199,506.27	0	Regular
371050	11/22/22	OWATONNA HEATING & COOLING INC	110.00	0	Regular
371051	11/22/22	OWATONNA LACROSSE ASSOCIATION	875.00	0	Regular
371052	11/22/22	OWATONNA MOTOR COMPANY	268.78	0	Regular
371053	11/22/22	OWATONNA PUB SCHOOLS ISD 761	1,162.50	0	Regular
371054	11/22/22	OWATONNA PUBLIC UTILITIES	2,023.39	R	ACH
371055	11/22/22	OWATONNA VOLLEYBALL BOOSTERS	1,320.00	0	Regular
371056	11/22/22	P&R CONSTRUCTION LLC	2,310.51	0	Regular
371057	11/22/22	PEARSON BROTHERS INC	11,339.22	0	Regular
371058	11/22/22	PIONEER MANUFACTURING COMPANY	1,700.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371059	11/22/22	PRIME GARAGE DOOR & MORE	2,360.00	0	Regular
371060	11/22/22	QUALITY FLOW SYSTEMS INC	6,059.82	0	Regular
371061	11/22/22	RENT N SAVE	470.25	0	Regular
371062	11/22/22	RICE LAKE CONSTRUCTION GROUP	1,743,573.60	0	Regular
371063	11/22/22	RICH'S WINDOW CLEANING	2,550.00	0	Regular
371064	11/22/22	RON'S REPAIR SERVICE	221.77	0	Regular
371065	11/22/22	SAK CONSTRUCTION LLC	135,968.75	0	Regular
371066	11/22/22	SASCS	600.00	0	Regular
371067	11/22/22	SCOTT MCDONALD GOLF SHOP LLC	273.25	0	Regular
371068	11/22/22	SELCO	4,074.42	0	Regular
371069	11/22/22	SENIORPLACE INC	80.00	0	Regular
371070	11/22/22	SEW & TELL LLC	111.00	0	Regular
371071	11/22/22	SHI CORP	3,663.88	0	Regular
371072	11/22/22	SIGN PRO OF OWATONNA	350.00	0	Regular
371073	11/22/22	SPS COMPANIES INC	1,912.00	0	Regular
371074	11/22/22	STATE INDUSTRIAL PRODUCTS	130.77	0	Regular
371075	11/22/22	STEELE CO HISTORICAL SOCIETY	645.50	0	Regular
371076	11/22/22	STEELE COUNTY AUDITOR	62,072.08	0	Regular
371077	11/22/22	STEELE COUNTY TREASURER	11,980.33	0	Regular
371078	11/22/22	STEWART DENISE	312.91	0	Regular
371079	11/22/22	STEWART SANITATION	65.71	0	Regular
371080	11/22/22	STREICHER'S INC	152.99	0	Regular
371081	11/22/22	SUR TEC INC	4,613.00	0	Regular
371082	11/22/22	SURGICALLY CLEAN AIR	8,725.25	R	ACH
371083	11/22/22	TASTE OF HOME BOOKS	38.63	0	Regular
371084	11/22/22	TEREX GLOBAL GmbH	4,415.70	0	Regular
371085	11/22/22	TEREX SERVICE	6,757.88	0	Regular
371086	11/22/22	TERRACON CONSULTANTS INC	5,105.00	0	Regular
371087	11/22/22	TERRACON CONSULTANTS INC	6,173.75	0	Regular
371088	11/22/22	THOMSON REUTERS	505.59	0	Regular
371089	11/22/22	TRI M GRAPHICS	134.22	0	Regular
371090	11/22/22	TRUCK CENTER COMPANIES LLC	493.58	0	Regular
371091	11/22/22	ULINE	85.33	0	Regular
371092	11/22/22	VENTURE HYDRAULICS INC	104.41	0	Regular
371093	11/22/22	VERIZON WIRELESS	333.33	0	Regular
371094	11/22/22	WALBRAN & FURNESS CHARTERED	4,992.16	0	Regular
371095	11/22/22	WASECA HARDWARE	223.87	0	Regular
371096	11/22/22	WASTE MANAGEMENT OF WI-MN	640.50	0	Regular
371097	11/22/22	WENCL CONSTRUCTION	3,260.00	0	Regular
371098	11/22/22	WENCL PLUMBING	2,684.00	0	Regular
371099	11/22/22	WENDY GASNER	60.22	0	Regular
371100	11/22/22	WSB & ASSOCIATES INC	9,182.50	0	Regular
371101	11/22/22	MATTHEW R HOKANSON	4,738.11	0	Regular
371102	12/01/22	ACADEMY APARTMENTS OF OWATONNA	197.00	R	ACH
371103	12/01/22	ALL AREA MANAGEMENT LLC	1,381.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371104	12/01/22	APACHE APARTMENTS	602.00	R	ACH
371105	12/01/22	ARNFELT RENTS	271.00	R	ACH
371106	12/01/22	ATM PROPERTIES LLC	853.00	R	ACH
371107	12/01/22	AUSTIN HRA	1,979.00	O	Regular
371108	12/01/22	B-GROVE LLC	1,487.00	R	ACH
371109	12/01/22	BB BROTHERS HOLDINGS LLC	677.00	R	ACH
371110	12/01/22	BROWN CYNTHIA	460.00	R	ACH
371111	12/01/22	BRYCEN GREGOR	920.00	R	ACH
371112	12/01/22	CEDAR RIDGE APARTMENTS	732.00	R	ACH
371113	12/01/22	CEDAR ROSE ASSOCIATES LLC	254.00	R	ACH
371114	12/01/22	CEDAR RUN TOWN HOMES MDI #41	2,612.00	R	ACH
371115	12/01/22	CEDARDALE NORTH APARTMENTS	288.00	R	ACH
371116	12/01/22	CEDARDALE SOUTH APARTMENTS	192.00	R	ACH
371117	12/01/22	CEDARDALE WEST APARTMENTS	835.00	R	ACH
371118	12/01/22	COMMON CENTS PROPERTIES LLC	371.00	R	ACH
371119	12/01/22	DAN NECHVILLE	644.00	R	ACH
371120	12/01/22	EEK LLC	460.00	R	ACH
371121	12/01/22	ELLINGSON RICHARD	746.00	R	ACH
371122	12/01/22	ESSO PROPERTIES LLC	722.00	R	ACH
371123	12/01/22	FITZGERALD TLS PROPERTIES LLC	466.00	R	ACH
371124	12/01/22	GERALD BESSER & JANET BESSER	228.00	R	ACH
371125	12/01/22	IMAGE APARTMENT	3,064.00	R	ACH
371126	12/01/22	JBLL EQUITIES LLC	440.00	R	ACH
371127	12/01/22	JOHN & DENISE SCHROEDER	485.00	R	ACH
371128	12/01/22	JOHNSON WINDOW & SIDING INC	3,046.00	R	ACH
371129	12/01/22	JPF PROPERTIES	1,100.00	R	ACH
371130	12/01/22	KEG INVESTMENTS LLC	471.00	R	ACH
371131	12/01/22	KEITH MARTIN	469.00	R	ACH
371132	12/01/22	KLEVOS GREG	837.00	R	ACH
371133	12/01/22	LAXMAN S SUNDAE	470.00	R	ACH
371134	12/01/22	LEE ANNA	705.00	R	ACH
371135	12/01/22	LINCOLN SQUARE APARTMENTS	5,411.00	R	ACH
371136	12/01/22	LOFTS ON 3RD	602.00	R	ACH
371137	12/01/22	LWO LIMITED PARTNERSHIP #116	1,725.00	R	ACH
371138	12/01/22	MANCINI NICHOLAS	693.00	R	ACH
371139	12/01/22	MARQUARDT DENNIS	1,474.00	R	ACH
371140	12/01/22	MARTIN ALLAN	2,852.00	R	ACH
371141	12/01/22	MARTIN FAMILY LLC	240.00	R	ACH
371142	12/01/22	MCCAULEY PATRICK	747.00	R	ACH
371143	12/01/22	MIDWEST INVEST LLC	485.00	R	ACH
371144	12/01/22	MINNEAPOLIS PHA	917.40	R	ACH
371145	12/01/22	NECHVILLE SUSAN	2,294.00	R	ACH
371146	12/01/22	NORTH VIEW APARTMENTS	694.00	R	ACH
371147	12/01/22	NORTHCOURT APARTMENTS	1,554.00	R	ACH
371148	12/01/22	NORTHGATE	2,198.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371149	12/01/22	NORTHWEST MANOR	1,162.00	R	ACH
371150	12/01/22	PARK PLAZA LLC	1,067.00	R	ACH
371151	12/01/22	PARKVIEW OWATONNA LLC	325.00	R	ACH
371152	12/01/22	PROHASKI PROPERTIES	450.00	R	ACH
371153	12/01/22	QUALITY RENTALS OF OWATONNA LL	656.00	R	ACH
371154	12/01/22	SCOTT COUNTY CDA	2,402.80	R	ACH
371155	12/01/22	SMITH REAL ESTATE LLC	1,197.00	R	ACH
371156	12/01/22	SOUTH CENTRAL HUMAN RELATIONS	3,768.00	R	ACH
371157	12/01/22	SUBLAND INVESTMNTS & LIFESTYLE	600.00	R	ACH
371158	12/01/22	SUMMIT MANOR	293.00	R	ACH
371159	12/01/22	T & M RENTALS	421.00	R	ACH
371160	12/01/22	TM RENTALS II LLC	458.00	R	ACH
371161	12/01/22	TREND REALTY LLC	570.00	R	ACH
371162	12/01/22	USDA RURAL DEVELOPMENT	530.00	0	Regular
371163	12/01/22	USDA RURAL DEVELOPMENT	436.00	0	Regular
371164	12/01/22	WILLOW RUN I MDI #58	3,829.00	R	ACH
371165	12/01/22	WILLOW RUN II MDI #85	3,900.00	R	ACH
371166	12/01/22	YOUNGDAHL DEVELOPMENT LLC	1,513.00	R	ACH
371167	12/01/22	ZK INVESTORS LLC	2,081.00	R	ACH
371168	12/06/22	ADOLFO VARGAS	200.00	0	Regular
371169	12/06/22	ALEXANDER LUMBER COMPANY	2,005.42	0	Regular
371170	12/06/22	AMERICAN LEGION POST 77	10,000.00	0	Regular
371171	12/06/22	AMERICAN PLANNING ASSOCIATION	403.00	0	Regular
371172	12/06/22	ANHORN'S GAS & TIRE	74.95	0	Regular
371173	12/06/22	ANN RUEHLING	75.16	0	Regular
371174	12/06/22	ANNA K MARTIN	7.93	0	Regular
371175	12/06/22	ARAMARK UNIFORM SERVICES INC	105.39	0	Regular
371176	12/06/22	ARROW ACE HARDWARE	915.89	0	Regular
371177	12/06/22	BAKER & TAYLOR BOOKS	600.47	0	Regular
371178	12/06/22	BATTERIES PLUS BULBS LLC	55.62	0	Regular
371179	12/06/22	CARQUEST	1,240.69	0	Regular
371180	12/06/22	CENGAGE LEARNING INC/GALE	107.16	0	Regular
371181	12/06/22	CENTER POINT PUBLISHING	130.50	0	Regular
371182	12/06/22	CHAD LEWIS	350.00	0	Regular
371183	12/06/22	CINTAS	115.02	0	Regular
371184	12/06/22	CIVICPLUS	7,000.00	0	Regular
371185	12/06/22	COURT SPORTS & MORE	2,134.00	0	Regular
371186	12/06/22	CRW ARCHITECTURE + DESIGN GROU	8,000.00	0	Regular
371187	12/06/22	CULLIGAN OF OWATONNA	31.60	0	Regular
371188	12/06/22	CURT'S TRUCK & DIESEL SERVICE	50.71	0	Regular
371189	12/06/22	CUSTOM COMMUNICATIONS	390.00	0	Regular
371190	12/06/22	DEANS WESTSIDE TOWING	150.00	0	Regular
371191	12/06/22	DH ATHLETICS LLC	3,268.67	0	Regular
371192	12/06/22	DOMA INSURANCE AGENCY OF MN	1,424.00	0	Regular
371193	12/06/22	ECO WORKS SUPPLY	3,139.80	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371194	12/06/22	ELECTRIC PUMP INC	648.75	0	Regular
371195	12/06/22	FIRST SUPPLY OWATONNA	360.09	0	Regular
371196	12/06/22	FORCE AMERICA	1,227.02	0	Regular
371197	12/06/22	FOUR SEASONS ELECTRIC	13,042.82	0	Regular
371198	12/06/22	GRAINGER	2,910.90	0	Regular
371199	12/06/22	GREAT NORTHERN ENVIRONMENTAL	3,375.40	0	Regular
371200	12/06/22	HAWKINS INC	10,602.10	0	Regular
371201	12/06/22	HEIMAN INC	2,880.51	0	Regular
371202	12/06/22	HOUSE OWATONNA	89.95	0	Regular
371203	12/06/22	IFACS	297.63	0	Regular
371204	12/06/22	IMAGES 4 LIFE PHOTOGRAPHY	10,000.00	0	Regular
371205	12/06/22	INNOVATIVE OFFICE SOLUTIONS	1,979.76	0	Regular
371206	12/06/22	INSTY PRINTS	74.09	0	Regular
371207	12/06/22	JACKIELEYN BARAJAS	200.00	0	Regular
371208	12/06/22	JOHN DEERE CREDIT	10.80	0	Regular
371209	12/06/22	KENDELL DOORS & HARDWARE INC	106.00	0	Regular
371210	12/06/22	KIESLER POLICE SUPPLY	1,481.00	0	Regular
371211	12/06/22	KLECKER'S KREATIONS	4,542.50	0	Regular
371212	12/06/22	LARRY PHILLIPS	150.33	0	Regular
371213	12/06/22	LARRY THORNHILL	256.00	0	Regular
371214	12/06/22	LEICA GEOSYSTEMS INC	5,796.31	0	Regular
371215	12/06/22	MAGTECH AMMUNITION CO INC	5,221.62	0	Regular
371216	12/06/22	MARCO TECHNOLOGIES LLC	15,364.13	0	Regular
371217	12/06/22	MEREDITH ERICKSON	149.39	0	Regular
371218	12/06/22	METRO SALES INC	164.57	0	Regular
371219	12/06/22	METRONET	1,607.98	0	Regular
371220	12/06/22	MINNESOTA SECURITY CONSORTIUM	1,500.00	0	Regular
371221	12/06/22	MN DEPT OF LABOR AND INDUSTRY	40.00	0	Regular
371222	12/06/22	MN DRIVER & VEHICLE SERVICES	14.25	0	Regular
371223	12/06/22	MN VALLEY TESTING LABS INC	707.52	0	Regular
371224	12/06/22	MTI DISTRIBUTING INC	382.76	0	Regular
371225	12/06/22	NAPA AUTO PARTS	714.23	0	Regular
371226	12/06/22	NORTHERN DEWATERING INC	2,801.50	0	Regular
371227	12/06/22	NORTHLAND FARM SYSTEMS	314.98	0	Regular
371228	12/06/22	O'REILLY AUTOMOTIVE INC	325.32	0	Regular
371229	12/06/22	OWATONNA HEATING & COOLING INC	7,152.74	0	Regular
371230	12/06/22	OWATONNA VETERINARY SERVICES	182.75	0	Regular
371231	12/06/22	POLICE TRAK SYSTEMS	700.00	0	Regular
371232	12/06/22	PRIME GARAGE DOOR & MORE	75.00	0	Regular
371233	12/06/22	RDO EQUIPMENT CO	158,455.00	0	Regular
371234	12/06/22	RIVER CITY ELECTRIC CO	16,831.00	0	Regular
371235	12/06/22	SAFEWARE INC	3,951.08	0	Regular
371236	12/06/22	SHERWIN WILLIAMS COMPANY	504.09	0	Regular
371237	12/06/22	SHI CORP	151.00	0	Regular
371238	12/06/22	SIRCHIE ACQUISITION CO LLC	169.10	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371239	12/06/22	SITEONE LANDSCAPE SUPPLY INC	1,430.12	0	Regular
371240	12/06/22	STATE INDUSTRIAL PRODUCTS	829.34	0	Regular
371241	12/06/22	STEELE COUNTY TREASURER	27.00	0	Regular
371242	12/06/22	STEWART DENISE	132.99	0	Regular
371243	12/06/22	SUMMIT COMPANIES	398.75	0	Regular
371244	12/06/22	SWEET TOWING	140.00	0	Regular
371245	12/06/22	SYMBOL ARTS	135.00	0	Regular
371246	12/06/22	TEXAS REFINERY CORP	488.50	0	Regular
371247	12/06/22	TRI STATE BOBCAT	454.53	0	Regular
371248	12/06/22	VAN METER INC	12.23	0	Regular
371249	12/06/22	VENTURE HYDRAULICS INC	807.72	0	Regular
371250	12/06/22	VERIZON WIRELESS	333.31	0	Regular
371251	12/06/22	WEST METRO AVIATION	4,175.00	0	Regular
371252	12/06/22	WHKS	8,594.62	0	Regular
371253	12/06/22	ZUMBROTA SPORT & SPINE LLC	185.00	0	Regular
371254	12/06/22	MATTHEW R HOKANSON	5,775.23	0	Regular
371255	12/06/22	RANDALL'S LICENSE BUREAU	28.50	0	Regular

221	Checks total:	3,222,655.86
65	ACH total:	83,812.84
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
286	GRAND TOTALS	3,306,468.70



Resolutions



Public Works Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Resolution 93-22: Order Feasibility Report - 2023 Street & Utility Project

Purpose:

Requesting City Council approval of Resolution 93-22: Ordering the preparation of the 2023 Street & Utility Project Feasibility Report.

Background:

The 2023 Street & Utility Project involves work on the following streets:

- McKinley Street SW - Oak Avenue to Lilac Avenue
- Butternut Avenue SW - McKinley Street to Riverview Place
- Riverview Place SW - Butternut Avenue to the West Circle
- School Street - Main Street East to Partridge Avenue SE

The project involves various levels of reconstruction as needed.

Budget Impact:

The project will be paid for by a combination of assessments, sanitary sewer funds, stormwater funds, OPU funds and the general fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 93-22 Order Feasibility Report 2023 Street & Utility

RESOLUTION NO. 93-22

RESOLUTION ORDERING PREPARATION OF REPORT ON
IMPROVEMENT ON 2023 Street & Utility Project.

WHEREAS, it is proposed to improve the following streets as part of the 2023 Street & Utility Project.

The 2023 Street and Utility Project includes:

- McKinley Street SW - Oak Avenue to Lilac Avenue
- Butternut Avenue SW - McKinley Street to Riverview Place
- Riverview Place SW - Butternut Avenue to the west circle
- School Street - Main Street East to Partridge Avenue SE

and to assess the benefited property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement, called the 2023 Street & Utility Project, be referred to Sean Murphy, Assistant City Engineer for the City of Owatonna, Minnesota, for study and that that person is instructed to report to the council will all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Public Works Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Resolution 94-22: Order Feasibility Report - 2023 Havana Road Project

Purpose:

Requesting City Council approval of Resolution 94-22: Ordering the preparation of the 2023 Havana Road Project Feasibility Report.

Background:

The 2023 Street & Utility Project involves the reconstruction of Havana Road from Truman Avenue to Smith Avenue.

Budget Impact:

The project will be paid for by a combination of assessments, sanitary sewer funds, stormwater funds, OPU funds, the general fund and State Aid Funds.

Staff Recommendation:

Staff recommends approval of Resolution 94-22.

Attachments:

1. Res 94-22 Order Feasibility Report 2023 Havana Road

RESOLUTION NO. 94-22

RESOLUTION ORDERING PREPARATION OF REPORT ON
IMPROVEMENT FOR THE 2023 Havana Road Project.

WHEREAS, it is proposed to improve the following streets as part of the 2023 Havana Road Project.

The 2023 Havana Road Project includes reconstruction on Havana Road from Truman Avenue to Smith Avenue.

and to assess the benefited property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement, called the 2023 Havana Road Project, be referred to Sean Murphy, Assistant City Engineer, for the City of Owatonna, Minnesota, for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Troy Klecker, Director
SUBJECT: Resolution 95-22: Set Public Hearing for TIF District 19-1

Purpose:

City Council to adopt Resolution to Set Public Hearing to Establish Development District No. 19 and Tax Increment Financing District 19-1.

Background:

Redline Development is proposing to redevelop property along the Straight River north of West Vine Street and west of North Oak Avenue. The proposed project includes the expansion of Mineral Springs Brewery, 20,000 square feet of commercial space, a new bank building and 70 luxury apartments. Tax Increment Financing is being requested to assist with the costs of the project including reimbursing the City for property that is being contributed to the project. This would be a redevelopment TIF district which can last up to a maximum of 25 years.

Budget Impact:

The City will be reimbursed by the tax increment financing for property the City is contributing to the redevelopment project.

Staff Recommendation:

Staff recommends approval of Resolution 95-22 to set this public hearing for January 17, 2023.

Attachments:

1. Res 95-22 Set PH Date for Straight River Redevelopment

RESOLUTION NO. 95-22

PROPOSAL TO ADOPT DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING
DISTRICT PLANS AND CALL FOR CONSULTATION WITH OTHER AFFECTED
JURISDICTIONS AND PUBLIC HEARING
(STRAIGHT RIVER REDEVELOPMENT PROJECT)

WHEREAS, a proposal to establish a development district and a tax increment financing district under the provisions of Minnesota Statutes, Chapter 469 (the "Act") has been received by the City Council; and

WHEREAS, the Act requires that prior to the establishment of a tax increment financing district, the City Council shall provide the County Auditor of Steele County and the Clerk of the School Board of Independent School District No. 761 with the proposed tax increment financing plan and the City's estimate of the fiscal and economic implications of the proposed tax increment financing district. The proposed plan and information on the fiscal and economic implications of the plan must be provided to the county auditor and clerk of the school board at least 30 days before the public hearing; and

WHEREAS, the Act further requires that prior to the establishment of a development district and a tax increment financing district and the adoption of a development district plan and tax increment financing plan a public hearing shall be held thereon.

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

1. Public Hearing. This City Council shall meet on Tuesday, January 17, 2023 at 7:00 p.m. to hold a public hearing on the following matters: (a) a proposal to establish Development District No. 19 and Tax Increment Financing District No. 19-1 and (b) the proposed adoption of a development district plan and tax increment financing plan relating thereto, all pursuant to and in accordance with the Act.

2. Notice of Hearing; Filing of Plan. The City Clerk is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Development District No. 19 and Tax Increment Financing No. 19-1 Plans on file in the Clerk's office at City Hall and to make such plan available for inspection by the public.

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

**NOTICE OF PUBLIC HEARING ON
DEVELOPMENT DISTRICT NO. 19
AND
TAX INCREMENT FINANCING DISTRICT NO. 19-1**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Owatonna, Minnesota, will meet in the City Council Chamber at 540 West Hills Circle, Owatonna, Minnesota, at 7:00 p.m. on Tuesday, January 17, 2023, to consider adoption of a Development District Plan and Tax Increment Financing District Plan pursuant to Minnesota Statutes, Chapter 469.

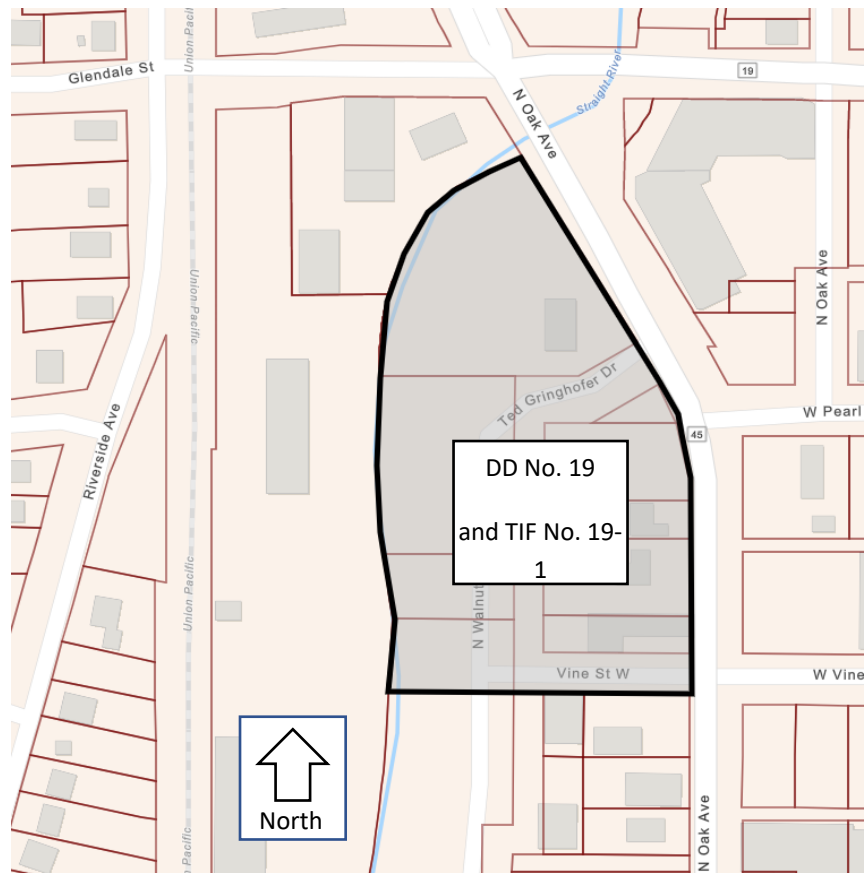
A map showing the location of the proposed Development District and Tax Increment Financing District accompanies this notice. Such persons as desire to be heard with reference to the proposed development district and tax increment financing district plans will be heard at this meeting. Copies of the proposed plans are on file in the office of the City Clerk and available for public examination. Written or oral statements will be considered.

Dated: This 6th day of December 2022.

BY ORDER OF THE OWATONNA CITY COUNCIL

By: _____
Kris M. Busse, City Administrator/City Clerk

**LOCATION MAP FOR DEVELOPMENT DISTRICT NO. 19 AND
TAX INCREMENT FINANCING DISTRICT NO. 19-1
OWATONNA, MN**





Finance Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Rhonda Moen, Director
SUBJECT: Resolution 96-22 Authorization of Intent to Provide Full Funding, if needed, for WWTP Expansion

Purpose:

To provide assurance to the Public Finance Authorities (PFA) as it relates to the current amount of unfunded costs for the Wastewater Treatment Plant (WWTP) project.

Background:

Earlier this year, the City began the multi-year expansion project of its WWTP plant. As the need for funding will be distributed throughout this three-year period, the funding will be determined in phases. The City has multiple financing options for this project as follows:

- Multiple grants through the PFA totaling \$8 million
- \$35 million loan through the PFA to cover costs through mid 2023
- State bonding funds
- Cash on hand

The PFA needs a resolution from the City stating our intention to fully fund this project, if needed. There will more than likely be a second PFA loan issued next year.

Budget Impact:

There will be debt service costs and higher operating costs to maintain a larger plant. Sewer rates have been and will continue to be impacted by the expansion of the plant.

Staff Recommendation:

Staff recommends approval of Resolution 96-22..

Attachments:

1. Res 96-22 PFA Loan Resolution

RESOLUTION NO. 96-22

RESOLUTION AUTHORIZING THE CITY OF OWATONNA'S INTENT TO PROVIDE
FULL PROJECT FUNDING, IF NEEDED, FOR THE CITY OF OWATONNA'S
WASTEWATER TREATMENT PLANT (WWTP) EXPANSION PROJECT

BE IT RESOLVED, the City has determined to construct the Wastewater Treatment Plant Expansion Project is necessary to increase capacity,

BE IT FURTHER RESOLVED that the City of Owatonna estimates the total expansion costs to be \$68,000,000 incurred 2022-2025.

BE IT FURTHER RESOLVED that at this time, the Public Facility Authority (PFA) is providing a loan of \$35,000,000 and Federal Principal Forgiveness Funds of \$1,000,000. The City of Owatonna will provide their own financing for the remaining project costs, if needed, to complete the project.

Passed and adopted this _____ day of _____, 2022, with
the following vote: Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Miscellaneous



Public Works Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: 2022 Street & Utility Change Order #3 - JJD Companies, LLC

Purpose:

To receive Council approval for Change Order #3 for the 2022 Street & Utility Project

Background:

Change Order #3 includes the addition of Hydroseeding on Linn Avenue.

Budget Impact:

This change order will increase the contract amount by \$3,200.00.

See the attachment for correspondence between

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 22001 Street & Utility Change Order #3

Change Order

No. 3

Date of Issuance: 11/30/2022

Effective Date: _____

Project: 2022 Street & Utility Project

Owner: City of Owatonna

Owner's Contract No.: 22001

Contract:

Date of Contract:

JJD Companies, LLC

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Addition of pay item; Rapid Stabilization, Method 3 (Hydro-seeding)

Attachments: (List documents supporting change):

Copy of the JJD Work Order (#16) showing the Hydro-seeding.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$2,112,599.40

Increase from previously approved Change Orders

No. 1 to No. 2:

\$24,664.85

Contract Price prior to this Change Order:

\$2,137,264.25

Increase of this Change Order:

\$3,200.00

Contract Price incorporating this Change Order:

\$2,140,464.25

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/30/2022

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11-30-2022

Approved by Funding Agency (if applicable): _____

Date: _____

Beth Brady

From: Andy Louis
Sent: Thursday, November 10, 2022 10:55 AM
To: Andrew J. Sorenson
Cc: Beth Brady; Dan Niles
Subject: 2209_Owatonna Street and Utility - Hydroseed unit price for Linn

Hi Andy,

Per our conversation earlier today, here is a proposed unit price to hydroseed the area east of the bituminous trail on Linn. Approx 1550 SY of Hydroseeding at \$2.00/SY.

Thanks!

Andy Louis
JJD Companies LLC



Community Development Department

DATE: December 6, 2022
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: 2023 Airport Rates and Charges Schedule

Purpose:

To approve the implementation of the 2023 Airport Rates and Charges.

Background:

The Airport Commission reviewed and recommends approval of the proposed 2023 Airport Rates and Charges Schedule. Several cost and market-based factors were considered, including a review of rates currently being charged at other airports in the area and region. The Airport Commission determined the rates to be comparably within the range and consistent with these findings and recommended adjustments as provided.

Comparative airport rate data was obtained from a variety of sources included two recent rates and charges surveys. One survey provided data from nine medium to large airports in the three-state area (MN, IA, WI). The second survey was conducted by the Wisconsin Bureau of Aeronautics and published in 2022. This study gathered detailed rate information to include 60 comparable medium to large general aviation Wisconsin airports. Data collection also involved interviewing approximately ten neighboring airports via email and direct telephone calls to ensure an accurate as possible market-based rate assessment.

This schedule also continues to reflect market pricing for the seven garage units situated at the ends of the four T-Hangar buildings. These are smaller units not suitable for aircraft storage. The use of these five smaller units may include the accommodation of more non-aeronautical public storage. Therefore, a more market per square foot rate based on similar local facilities for like storage is included.

Upon approval, the rate structure will take effect January 1, 2023, for all hangar and facility lease renewals and new agreements unless deviated from by Council action.

Budget Impact:

Airport leases will be adjusted at renewals according to the approved schedule with combined

facility, land lease, and service revenues projected to increase.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Draft Proposed 2023 Rates and Charges



RATES AND CHARGES SCHEDULE

Adopted _____
Effective _____

Description	2022	2023
T-Hangar Rental		
T-Hangar #1 (2001 Building)		
Full Size Units	\$170/month	\$180.00/month
Half Units (\$0.30/SF)	\$210/month	\$220.00/month
Large End Bay	\$400/month	\$420.00/month
T-Hangar #2 (2005 Building)		
Full Size Units	\$170/month	\$180.00/month
Half Units (\$0.30/SF)	\$210.00/month	\$220.00/month
T-Hangar #3 (1995 Building)		
Full Size Units (North Facing)	\$130.00/month	\$140.00/month
Full Size Units (South Facing)	\$145.00/month	\$155.00/month
Half Units (\$0.30/SF)	\$210.00/month	\$220.00/month
T-Hangar#4 (2022 Building)		
Full Size Unites	N/A	\$220.00/month
Half Units (\$.46/SF)	N/A	\$325.00/month
Common Heated Hangar		
Based on Aircraft Footprint (LxW)	\$0.31/SF monthly	\$0.325/SF monthly (\$3.90 annual)
Private Hangar Land Lease		
Non-Commercial Standard Lot	\$0.17/SF annual	\$0.17/SF annual
Commercial Lot	\$0.28/SF annual	\$0.28/SF annual
Commercial Terminal Office Space	\$8.00/SF annual	\$8.00/SF annual
Airport Farm Land Lease Rate	\$235.00/acre	\$235.00/acre (To Be Determined)

Keys

Issuance	\$0.00	\$0.00
Lost Key (new)	\$25.00	\$25.00
Re-Core	\$40.00	\$40.00

Aerial Applicator Permit Fee	\$200.00/applicant	\$200.00/applicant (waived w/100gal.)
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Services (Southern MN Flight Center)

Aviation Fuel

100LL	\$6.59/gallon (current)	Determined by Load
Jet A	\$6.19/gallon (current)	Determined by Load

Aviation Oil

Phillips XC20W-50	\$8.55/qt. (current)	Cost + 15%
Aeroshell 15W-50	\$11.99/qt. (current)	Cost + 15%
Aeroshell W100	\$10.95/qt. (current)	Cost + 15%

Heated Hangar (Daily Rate)

Single Engine	\$50.00	\$75.00
Light Twin (Baron, C-310, Seneca)	\$75.00	\$100.00
Cabin Twin (Airstair Type)	\$100.00	\$125.00
Turbo-Prop (King Air 90, Cheyenne)	\$125.00	\$150.00
Turbo-Prop (King Air 200, PC12)	\$150.00	\$175.00
Jet	\$175.00	\$200.00

Un-Heated Hangar (Daily Rate)

Single Engine	\$25.00	\$25.00
Twin Engine	\$50.00	\$50.00

Facility Fee Current and Proposed

Aircraft Type (Typical Aircraft Class Description)	Facility Fee	Min. Gallons
Turbo Prop. (King Air, Cessna 425, Cessna 441, Piper Cheyenne, Pilatus, etc.):	\$30.00 \$55.00	55 gal.
Light Jet (Up to 8 Pas. Capacity– CJ1, Lear 35, Beechjet, Cit. Encore, etc.):	\$60.00 \$85.00	85 gal.
Medium Jet (9-11 Pas.Capacity – Lear 60, Cit. Sovereign, Hawker 800, etc.):	\$80.00 \$105.00	105 gal.
Heavy Jet (12+ Pas. Capacity – Challenger, Falcon 50, 900, G4/G5, G. Exp., etc.):	\$100.00 \$125.00	125 gal.

Ice/Coffee (facility amenities)

With Paid Facility Fee	Included	Included
Without Paid Facility Fee		
Ice	\$1.50/bag	\$1.50/bag

Ramp Fees

Tie Downs		
Less than 30 days	\$0.00	\$0.00
More than 30 days	\$25.00/month	\$50.00/month
Electrical Plug-In	\$15.00	\$15.00/daily

Call-In Fees (After Hours)	\$50.00	\$50.00 (waived with 200 gallons)
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Conference Room

General	\$0.00	\$0.00 up to 4 hours + \$0.00 each additional hour
Tenants and airport organizations	\$0.00	\$0.00

Catering

Processing Order Request	+15% of order total	+15% of order total
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