

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. Items of discussion will include Two-Way Public Communication and future park land. If time allows, there will be a general update on board and commission activities.



OWATONNA CITY COUNCIL MEETING

Tuesday, December 20, 2022 at 7:00 PM

Council Chambers, City Hall at 540 West Hills Circle

**Roll Call: Council Members Burbank, Boeke, Raney,
Svenby, Voss, Dotson & 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 – December 6, 2022

2.2. Minutes - Truth-in-Taxation Meeting - December 6, 2022

2.3. Department Reports:

2.3.1. Monthly Building Inspection Report - November 2022

2.3.2. Fire Department Monthly Dashboard and Activity Report - November 2022

2.4. Licenses/Permits

2.4.1. Renew Annual Tobacco Licenses

2.4.2. Renew Annual Garbage & Refuse Haulers Licenses

2.4.3. Renew Annual Taxi Licenses

2.4.4. Temporary Liquor Permit - Andrew Lawrence Chili Cookoff at the Armory, January 28th -
Knights of Columbus

2.5. Miscellaneous

2.5.1. Proposal for Geotechnical Services for 2023 Construction Projects - American Engineering
Testing, Inc.

2.5.2. Contractor - Owner Agreement - Chamber Renovation Project - Ebert, Inc.

2.5.3. 2023 Parks, Recreation & Facilities Fee Schedule

2.5.4. Warsinski Chalet Independent Contractor Agreement - Martin Equipment, Inc

2.5.5. Annexation Agreement - Owatonna Township

2.5.6. Lodging Tax Agreement - Owatonna Area Chamber of Commerce

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading - Proposed Ordinance 22-13 Adjust Sanitary Sewer Rates

3.2.2. First Reading Proposed Ordinance 22-14: Vacate Portion of Utility Easement - Curt's
Truck and Diesel

3.3. Resolutions:

3.3.1. Res 97-22: Turtle Creek Addition Final Plat

3.3.2. Res 98-22: VAR - 1 Tri-plex Variance Request at 415 S Cedar Avenue - Triton Properties, LLC

3.3.3. Res 99-22: CUP-2 at 104 18th St NW - Pennington Square, Inc.

3.3.4. Res 100-22: Joint Resolution with Owatonna Township - Annex Jindra Property at 2401 26th St NE

3.3.5. Res 101-22: Decertification of TIF 1-1 Metro Plains (Cedar Run)

3.3.6. Res 102-22: Decertification of TIF 3-5 (Sputtering)

3.3.7. Res 103-22: 2023 City Budget and Levy

3.3.8. Res 104-22: Housing and Redevelopment Authority (HRA) 2023 Levy and Budget

3.3.9. Res 105-22: Set Date for Public Hearing on Proposed Assessments - Delinquent Utility Accounts

3.3.10. Res 106-22: 2023 Election Polling Sites

3.3.11. Res 107-22: Set Date for Public Hearing to Amend Assessments - 2018 Downtown Parking Lot & Alley Project

3.4. Miscellaneous

3.4.1. Letter Agreement for Bridge Street Lift Station SCADA Improvements - Advanced Engineering and Environmental Services, LLC

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

Owatonna City Council Minutes – DRAFT Copy

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, December 6, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Boeke, Raney, Voss, Dotson, Svenby and Schultz; Mayor Kuntz; Assistant City Engineer Murphy; Finance Director Moen; Community Development Director Klecker; Parks, Recreation & Facilities Director Tuma; City Attorney Walbran; City Administrator Busse, and Administrative Specialist Clawson. Council Member Burbank was unable to attend this meeting.

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 present voted aye for approval.

Consent Agenda Items

Minutes – Council Meeting – November 15, 2022

EDA Meeting - October 19, 2022

OPU Commission Meeting - October 25, 2022

OPU Commission Budget Meeting - November 7, 2022

Owatonna Human Rights Commission Meeting - November 7, 2022

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

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

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

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

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

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

T-hanger Lease Agreements:

Lessee	Resident	Unit	Monthly Rent	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

Facility Use Agreement - Church of Christ

Facility Use Agreement - AARP

Yoga Instructor Agreement - Denise Stewart

Lease Agreement - Healthy Seniors of Steele County

Lease Agreement - SEMCAC Owatonna Contact Center

Renew Cleaning Service Agreements:

Coverall – at the Library

Vanguard Cleaning Systems of Minnesota – at West Hills Social Commons and at the Tennis/Fitness Center

Council Member Boeke made a motion to approve these Consent Agenda items, Council Member Voss seconded the motion, all members present 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 \$3,306,468.70. Council Member Svenby Boeke made a motion to approve payment of these bills, Council Member Dotson seconded the motion, all members present voted aye for approval.

Resolution 93-22 Order Feasibility Report – 2023 Street & Utility Project

Assistant City Engineer Murphy requested approval of Resolution 93-22 ordering the preparation of the 2023 Street & Utility Project Feasibility Report. The 2023 Street & 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 will involve various levels of reconstruction as needed. Council Member Raney made a motion to approve Resolution 93-22, Council Member Boeke seconded the motion, all members present voted aye in approval.

Resolution 94-22 Order Feasibility Report – 2023 Havana Road Project

Assistant City Engineer Murphy presented Resolution 94-22 ordering the preparation of the 2023 Havana Road Project Feasibility Report. This project involves reconstruction of Havana Road from Truman Avenue to Smith Avenue. Council Member Voss made a motion to approve Resolution 94-22, Council Member Svenby seconded the motion, all members present voted aye in approval.

Resolution 95-22 Set Date for Public Hearing – Establish Development District 19 and Tax Increment Financing District 19-1

Community Development Director Klecker requested approval of Resolution 95-22 setting a public hearing for comments on the establishment of Development District 19 and Tax Increment Financing District 19-1. 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. Council Member Dotson made a motion to approved Resolution 95-22 to set the public hearing for January 17, 2023, Council Member Boke seconded the motion, all members present voted aye in approval.

Resolution 96-22 Authorization of Intent to Provide Full Funding, if needed, for Wastewater Treatment Plant Project

Finance Director Moen requested approval of Resolution 96-22 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. Earlier this year, the City began a 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

This resolution gives PFA the necessary confirmation of the city's intention to fully fund this project, if needed. There will more than likely be a second PFA loan issued next year. Council Member Raney made a motion to approve Resolution 96-22, Council Member Dotson seconded the motion, all members present voted aye in approval.

Change Order #3 - 2022 Street & Utility Project

Assistant City Engineer Murphy requested approval of Change Order #3 for the 2022 Street and Utility Project. This change is addition of hydroseeding on Linn Avenue, the additional cost will be \$3,200 paid to JJD, Companies, LLC. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye for approval.

2023 Airport Rates and Charges Schedules

Community Development Director Klecker requested approval of the 2023 Airport Rates and Charges Schedules as recommended by the Airport Commission. 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 reflects 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 smaller units may include the accommodation of more non-aeronautical public storage,

the rental fee is per square foot rate based on storage rates at similar local facilities.

Owatonna Degner Regional Airport - RATES AND CHARGES SCHEDULE

Description	2023 Rate
T-Hangar Rental	
T-Hanger #1 (2001 Building)	
Full Size Units	\$180.00/month
Half Units (\$0.30/SF)	\$220.00/month
Large End Bay	\$420.00/month
T-Hangar #2 (2005 Building)	
Full Size Units	\$180.00/month
Half Units (\$0.30/SF)	\$220.00/month
T-Hangar #3 (1995 Building)	
Full Size Units (North Facing)	\$140.00/month
Full Size Units (South Facing)	\$155.00/month
Half Units (\$0.30/SF)	\$220.00/month
T-Hangar#4 (2022 Building)	
Full Size Unites	\$220.00/month
Half Units (\$.46/SF)	\$325.00/month
Common Heated Hangar Based on Aircraft Footprint (LxW)	\$0.325/SF monthly (\$3.90 annual)
Private Hangar Land Lease	
Non-Commercial Standard Lot	\$0.17/SF annual
Commercial Lot	\$0.28/SF annual
Commercial Terminal Office Space	\$8.00/SF annual
Airport Farmland Lease Rate	\$235.00/acre (to be determined)
Keys	
Issuance	\$0.00
Lost Key (new)	\$25.00
Re-core	\$40.00
Aerial Applicator Permit Fee	\$200.00/applicant (waived w/100 gal.)
<u>Services (Southern MN Flight Center)</u>	
Aviation Fuel	
1000LL	Determined by Load
Jet A	Determined by Load
Aviation Oil	

Phillips XC20W-50	Cost + 15%
Aeroshell 15W-50	Cost + 15%
Aeroshell W100	Cost + 15%

Heated Hangar (Daily Rate)

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

Unheated Hangar (Daily Rate)

Single Engine	\$25.00
Twin Engine	\$50.00

Facility Fees

Aircraft Type (Typical Aircraft Class Description)	Facility Fee	Min. Gallons
Turo Prop. (King Air, Cessna 425, Cessna 441, Piper Cheyenne, Pilatus, etc.)	\$55.00	55 gal.
Light Jet (up to 8 Pas. Capacity – CJ21, Lear 35, Beech jet, Cit. Encore, etc.)	\$85.00	85 gal.
Medium Jet (9-11 Pas. Capacity – Lear 60, City Sovereign, Hawker 800 , etc.)	\$105.00	105 gal.
Heavy Jet (12+ Pas. Capacity – Challenger, Falcon 50, 900, G4/G5, G.Exp., etc.)	\$125.00	125 gal.

Ice/Coffee (Facility amenities)

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

Ramp Fees

Tie Downs	
Less than 30 days	\$0.00
More than 30 days	\$50/00/month
Electrical Plug-In	\$15.00/daily

Call-If Fees (After Hours)

\$50.00 (waived with 200 gallons)

Conference Room

General	\$0.00 up to 4 hours +\$ 0.00 each additional hour
Tenants and Airport Organizations	\$0.00

Catering

Processing Order Request	+15% of order total
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Council Member Raney made a motion to approve these rates and fee schedule as recommended by the Airport Commission. Council Member Dotson seconded the motion, all members present voted aye for approval.

Staff Updates

Rhonda Moen, Finance Director commented staff is working to complete certification of the assessments approved this year. These assessments were for projects which started in 2021 and completed this year. She received payment from Steele County for current TIF projects. This payment of \$1.3 million is for 23 current TIF projects.

Troy Klecker, Community Development Director commented staff is preparing the annual Annexation Agreement with Owatonna Township for Council consideration during their next meeting. The agreement will be different this year. The township requests an increase in the length of repayment. We currently use 2.5 years, but they have requested 10 years which is consistent with other townships within the state. In exchange, there will be more land available. There was a press release last week about the Riverfront Project proposed on N Walnut Avenue. There will be a lot of items brought to Council for approval as this redevelopment project proceeds. The number of Building Permits issued this year is similar to the number issued last year, but the valuation amount is more. 2023 will be the second highest amount of new construction valuation issued at \$82 million. Staff is also beginning to work on a few 2023 projects.

Sean Murphy, Assistant City Engineer commented progress can be seen at WWTP Expansion. The consultant, Nero Engineering, prepared a drone video to show progression of the project which is currently posted on the city's website. Winter is here and the city's snowplows are out. He asked everyone to please be mindful of plows as they need space to do their jobs.

Jenna Tuma, Parks, Recreation & Facilities Director, commented usage at the indoor facilities is increasing, currently 30+ non-members are playing Indoor pickleball. A walking program kicked off this week for indoor walking at the tennis center. Winter skating at Morehouse Park is delayed, we need consistent cold weather to create ice. We need 3" of ice on the pond and 5" of ice on the river to allow the rinks to open. This year, we are trying to expand skating opportunities and have created a new rink at Buecksler Park. We placed a 5-mil tarp to flood out which will hold the water and protect the grass. Now we just need the cold weather to build our ice. Council Member Svenby asked for more information on the indoor walking program. Tuma commented this program is offered M-F 7 am -10 am. If you are a Sr Member, there is no additional cost and if not a Sr Member, you can get a pass with a \$40 annual fee.

Public Comments

None were heard.

Council/Administration Comments and General Information

Council Member Boeke commented messages received during the TNT Meeting prior to this meeting about potential hardships has not fallen on deaf ears.

Council Member Raney thanked Steele County Commissioner Jim Abbe for attending the TNT Meeting tonight and then thanked Finance Director Moen for the informative presentation during the TNT Meeting.

Council Member Svenby commented it was nice to see many attending the TNT Meeting tonight. This was the largest crowd attendance he has seen during the last 17 years which confirms members of the public are concerned about the proposed budget and levies.

Council Member Voss commented the street crew is doing a great job clearing snow and ice from the roundabouts.

Council Member Dotson commented he won't say taxes are good, but they are necessary. Council will take comments received into consideration as budget approval is considered.

Mayor Kuntz thanked Sean and Public Works staff for clearing the streets. The downtown area looked great for the Lighted Parade last week. He attended the Junior Achievement Banquet, the 4-6 grade students created a Biz Town and assigned their mayor tasks. The T-hangar Rental Agreements approved during tonight's meeting show that we are pulling tenants from all over southern Minnesota.

City Administrator Busse commented the Lighted Holiday Parade was a fun event with many staff members participating. The Library, Public Works, Fire and Park and Rec departments each had an entry in the parade. This was a good time and great experience for staff.

Council President Schultz commented he has helped line up the floats for the Lighted Holiday Parade for many years and enjoys talking with everyone as they wait for their turn in the parade. This year there were 90 parade entries. He thinks this is one of the best events in our community. There are some bumps to work out, but this has become a good part of our community's activities.

Adjournment

At 7:53 p.m., Council Member Raney made a motion to adjourn, Council Member Dotson seconded the motion, all members present voted aye in approval.

Respectfully Submitted,

Jeanette Clawson, Administrative Specialist

Owatonna 2022 Truth-in-Taxation Meeting Minutes – DRAFT COPY

Council President Schultz called the annual Truth-in-Taxation Meeting to order on Tuesday, December 6, 2022, at 6:00 p.m. in Council Chambers at City Hall. Present were Council Members Boeke, Raney, Voss, Dotson, Svenby and Schultz; Mayor Kuntz; Assistant City Engineer Murphy; Finance Director Moen; IT Director Brown; Human Resource Director Thamert; Community Development Director Klecker; Parks, Recreation & Facilities Director Tuma; Fire Chief Hoffman; Police Chief Mundale; City Attorney Walbran; City Administrator Busse, and Administrative Specialist Clawson.

Council President Schultz welcomed everyone and explained this meeting is to hear comments about the proposed 2023 City Budget and levies. He advised questions regarding proposed property tax statements, property valuations and property tax relief options should be directed to the Steele County Assessor's Office. City Administrator Busse thanked everyone for attending and introduced Finance Director Moen. Moen began a power point presentation displaying the meeting's agenda to include Understanding Property Tax System; Foundation for Budget; Tax Levy and Budget Highlights; Impact to Property Owners and Final Steps.

In November, all property owners received a statement showing preliminary taxes for next year from the County Treasurer's Office. Proposed property taxes are calculated based on the preliminary tax levies adopted by each governing body (County, City, and School District) in September. The final levy may be less than the proposed but cannot be more. Each year, during their Strategic Planning Session in February, Council determines the City's priorities and goals. Staff then prepares a budget that aligns with those priorities. They have four Key Focus Areas: Economic Vitality, Infrastructure, Quality of Life and Efficient Effective Government.

The City's Proposed 2023 Budget is \$16,864,797, \$1,392,493 more than the current 2022 Budget. When the budget process began, the initial proposed budget amount was higher. Staff and management worked hard to decrease to the current requested 9% increase. Three largest reasons for this increase include:

- Increased Costs (i.e., fuel, chemicals, bituminous mix, vehicle replacement)
- Additional staff (Fire, Information Technology, and Recreation)
- Collaboration (Community-wide branding initiative)

Main components of the 2023 General Fund Expenditures are: Personnel Costs = 69%; Other Services and Charges = 20%; Supplies = 10% Supplies and Transfers = 1%.

Costs to maintain and enhance City services are:

- \$8.7 million: Public Safety (Police, Fire & Building Inspections)
- \$5.3 million: Public Works (Engineering, Streets, Airport)
- \$4.4 million: Parks & Recreation
- \$1.2 million: Library
- \$0.4 million: Housing & Economic Development

Main components of the 2023 General Fund Revenues include: Tax Levy = 57%; LGA = 20%; Charges for Services = 11%; Licenses & Permits, Other Intergovernmental = 6%; Licenses and Permits = 2%; Other taxes, Fines & Forfeits; Interest on Investments and Miscellaneous = 4%

Every tax levy dollar is spent on:

- \$0.826 – General Government

\$0.042 – Pay-as-you-Go Capital Projects
\$0.119 - Bonded Debt
\$0.012 - Economic Development
\$0.012 - Housing & Redevelopment

The tax rate is calculated by dividing the tax revenue amount needed by the tax capacity. This year, tax capacity increased allowing use of a lower tax rate. The levy percentage compared to tax capacity has remained consistent as effort is made to keep these similar. Components of tax capacity changes include new construction, existing homes and business, changes in valuations. City taxes paid on residential property would decrease this year based on the lower tax rate if no valuation adjustment was made; however, most residential properties received an increased valuation.

Moen commented two items she received calls about:

- 1) The Council Chamber Renovation Project - this project does not use tax levy dollars.
- 2) American Rescue Plan Act (ARPA) Funds are meant to help reverse the negative impacts of the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. It is recommended to use one-time funds for one-time purposes. Also, ARPA guidelines specifically prohibit the use of ARPA funds to reduce the tax levy. Council has identified projects that could use these funds and the City will use funds as determined by Council.

Minnesota Statue requires Council holds a meeting for public comments about the proposed annual budget between November 25th and December 28th. Council will hear comments tonight on the City's Proposed Budget and Levies and then consider the Final 2023 Budget during their meeting in two weeks on December 20, 2022.

Council President Schultz thanked Finance Director Moen for her presentation and all the information. At 6:18 p.m., he opened the meeting for public comments.

Virgil Varva, 2505 Mossy Creek Drive commented he is a retired finance analyst and director. When working and preparing budgets, his goal was to reduce when possible and obtain bids on high priced items for lower cost opportunities. Some may think improving amenities will bring people to town but what brings people is higher wages and bonuses. Personnel costs is the biggest part of the City's budget, he encouraged council to take a hard look and consider cutting staff. Times are tough with all the inflation happening; city, county and school could all be doing more to lessen the burden of the levy and budget on the taxpayers.

Brian Rubedor, 435 23rd St NW, commented he and many others want to call Owatonna home and encouraged Council to think of residents as family. His personal property valuation increased 28% which isn't going to be life altering for him, but he believes many will be hurting from their increased property valuations. He asked Council cut back and not add all the perks to keep the levy down, many people on fixed incomes can't take a 28% valuation increase.

Gary Spatenka, 5082 51st St SW commented he previously spoke with Council Member Voss and would like information shared about the process of valuation increases. Council Member

Voss commented state statute sets very specific guidelines; Finance Director Moen confirmed this and explained the County Assessor's Office advised there is a lag period used to calculate valuations. This year, property values were adjusted based on sales completed between October 2020 and September 2021. Assuming the average rate of valuation increase, a 20% valuation adjustment, the average home (a \$200,000 valuation amount) would see their city taxes increase by \$168.00 this next year; calculated using a valuation increase of 20% and the proposed lower tax rate.

Tim McManimon, 2075 Linn Drive commented with approval of the proposed budget just two weeks away, he doesn't anticipate there will be many changes made. His property value increase 20% but not sure how this was calculated as there were any recent sales within his neighborhood. Homes were built in the 1960's and annual tax bills will be approximately \$5,000. His proposed tax bill is 14% higher than this year amount. Many costs have gone up, the school levy might stay level, but county and city levies are increasing; OPU has some major cost increases, WWTP increasing rates, you will never get ahead of inflation. Not asking for anything specific but many people are not going to be able to keep up with these increased costs.

Finance Director Moen commented Minnesota Statute defines the entire budget process and timelines. Council will not act on the budget tonight so they can consider your comments prior to their next meeting. We have been meeting since September with discussions on the proposed budget, if you wish to be part of future meetings, please let us know.

Roger Wacek, 646 E Vine Street asked when the city increased taxes for the new wastewater facility project. Moen commented the sewage treatment plant is not supported by taxes. Wasek commented she did a good job presenting the tax information.

Council Members Raney and Dotson commented they apply for the Minnesota Property Tax Refund each year from the Minnesota Department of Revenue. City Administrator Busse commented information and application forms are available on the table by the door. The regular property tax refund is available for homeowners and renters. The Special Property Tax Refund is for homeowners, you may qualify if your property taxes this year were at least 12 percent higher than last year and you owned and lived in the home on January 2 of each year, the increase must be at least \$100 and there is no income limit for applicants.

Gary Spatenka commented Tax Increment Financing (TIF) is used to attract businesses but questions how much the city has lost in tax dollars by granting TIF projects.

Community Development Director Klecker commented the city does not lose tax dollars when projects are approved for TIF funding. We continue to receive taxes on the original base amount and when the TIF is paid, we begin to receive tax payments based on the improved property valuation amounts. Use of TIF just delays collection on the improvement until the TIF is paid. These projects would not have been completed if TIF funds were not available, property would continue to be taxed on their valuation and classification prior to the project. When a TIF project is awarded, there is a specific amount of taxes deferred over the life of the TIF period, industrial projects are allowed nine years and redevelopment projects can be up to twenty-five years. When the TIF amount is reached, the TIF District is decertified and full tax payments collected, this may happen faster than the time allowed when awarded.

Gary Spatenka commented there have been a lot of apartment buildings being built within the city. Does this affect residential property tax rates and asked why there have been so many apartments built.

Community Development Director Klecker commented a housing study is completed every three years. This study is seen by developers and the city has been very short for market rate apartments. The new apartments are filling quickly, we could use every type of housing. We need more single-family units, but it has been difficult to find developers, contractors, and properties. We track housing starts in the region and Owatonna is third behind Rochester and Faribault and are following the national trend for housing needs.

With no additional comments heard, Council President Schultz thanked everyone for attending. He commented Council appreciates the comments heard for consideration prior to voting on the proposed budget at the next Council Meeting. At 6:52 pm, Schultz called for a short recess prior to the Council Meeting to begin at 7:00 pm.

Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Department Reports

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2021 AND 2022														Ken Beck, Building Official	
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL	
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE
Jan '21	0	0	4	4,500	15	2,281,485	3	18,800	93	582,445	1	2,968,000	2	118	5,855,230
Jan '22	0	0	4	7,640	14	104,970	11	3,775,051	68	419,719	0	0	0	97	4,307,380
Feb '21	3	600,000	4	4,500	24	2,403,602	6	22,800	201	1,064,641	1	2,968,000	2	241	7,063,543
Feb '22	0	0	12	22,742	24	1,753,403	16	4,817,476	139	855,061	0	0	0	191	7,448,682
Mar '21	6	1,200,000	6	7,800	41	2,659,928	14	230,900	345	1,798,868	1	2,968,000	2	415	8,865,496
Mar '22	5	1,901,925	33	67,493	35	2,161,547	26	5,560,379	284	1,747,846	0	0	1	384	11,492,265
Apr '21	10	2,260,000	17	17,326	61	3,232,680	20	873,200	482	2,740,015	1	2,968,000	2	593	12,091,221
Apr '22	5	1,901,925	51	96,566	58	2,827,402	30	5,592,069	411	2,785,871	0	0.00	0.00	555	13,256,908
May '21	17	4,375,000	39	69,626	77	4,895,502	25	1,225,930	630	4,155,201	1	2,968,000	2	791	17,689,259
May '22	6	2,141,925	62	112,316	75	5,328,038	36	6,191,103	585	4,336,520	0	0	0	764	18,162,974
Jun '21	18	4,675,000	57	143,066	92	6,121,333	31	1,492,510	770	4,971,159	2	3,388,000	5	975	20,791,068
Jun '22	8	3,061,925	76	155,666	107	6,779,903	40	7,384,127	738	6,392,230	0	0	3	970	23,826,923
Jul '21	23	5,977,650	65	150,216	111	6,995,283	37	1,767,381	898	5,948,453	3	8,368,000	6	1143	29,206,983
Jul '22	10	3,631,925	94	282,866	130	8,869,882	48	8,653,897	870	7,489,327	2	10,500,000	3	1,155	39,427,897
Aug '21	25	6,577,650	76	177,271	130	8,814,793	52	2,190,421	1,002	7,031,277	5	8,668,000	6	1,296	33,459,412
Aug '22	11	4,031,925	101	303,866	160	10,139,786	56	8,902,182	986	8,302,718	3	17,000,000	3	1,320	48,680,477
Sep '21	29	7,373,650	93	198,896	150	21,018,100	61	2,713,781	1,145	8,728,052	5	8,668,000	7	1,490	48,700,479
Sep '22	12	4,531,000	126	332,386	184	11,910,289	67	19,440,272	1,104	10,577,868	4	24,500,000	3	1,499	71,291,815
Oct '21	31	7,773,650	100	227,096	157	21,675,198	66	5,163,621	1292	9,941,707	5	8,668,000	7	1,658	*53,449,272
Oct '22	16	6,306,000	142	368,736	197	13,206,075	72	19,560,069	1,222	11,308,018	4	24,500,000	4	1,657	75,248,898
Nov '21	39	10,023,650	110	241,271	165	22,828,867	68	5,747,938	1,442	10,923,871	5	8,668,000	7	1,836	*58,433,597
Nov '22	16	6,306,000	152	12,200	209	17,318,397	79	19,922,914	1,319	13,940,871	4	24,500,000	4	1,783	82,000,382
Dec '21	40	10,373,650	113	250,971	185	23,884,442	71	5,767,938	1,551	11,748,489	6	9,668,000	8	1,974	*61,693,490
Dec '22															
Report compiled and prepared by Kristen Kopp										* Does not include \$94,000,000 valuation of Owatonna High School					

Owatonna Building Inspection Department Comparison Report- Construction to Date 2021/2022

Construction Report for Permits Issued through November 30, 2022

TYPE OF WORK	2021 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2022 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	39	10,023,650	39	16	6,306,000	16
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	110	241,271		152	12,200	
COMMERCIAL PROJECTS	165	22,828,867		209	17,318,397	
INDUSTRIAL PROJECTS	68	5,747,938		79	19,922,914	
RESIDENTIAL ADD. & ALT.	1,442	10,923,871		1,319	13,940,871	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	5	8,668,000	81	4	24,500,000	231
DEMOLITION PERMITS	7	-		4		
TOTAL PERMITS ISSUED	1,836	58,433,597	120	1,783	82,000,382	247

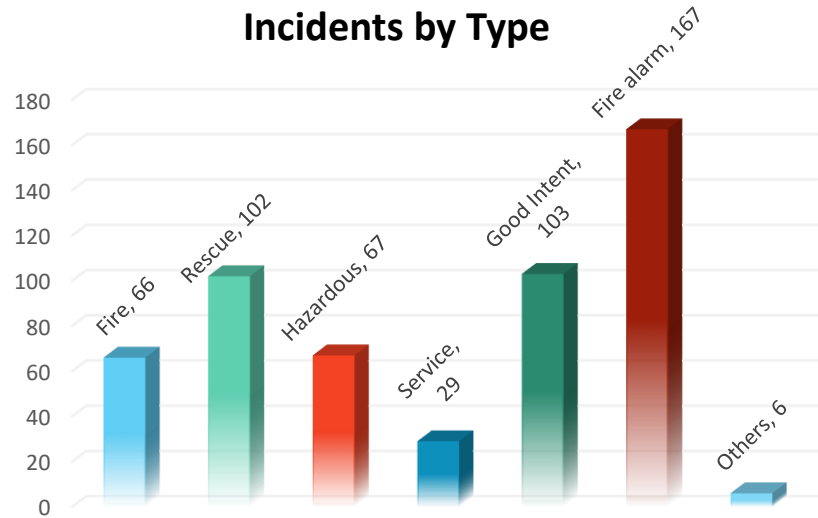
2022 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022	2021
Fire code inspections	147	210	265	84	107	245	152	319	48	101	103		1781	1758
Fire alarm inspections	1	1	2	2	2	5	0	0	2	2	1		18	18
Sprinkler system inspections	5	9	0	6	3	9	4	2	0	3	2		43	64
Nuisance inspections	5	6	0	18	89	57	83	62	38	16	6		380	518
Weed inspections	0	0	0	0	88	167	108	92	84	11	0		550	514
Sprinkler system permits issued	3	1	1	2	3	1	3	0	2	0	2		18	19
Fire alarm system permits issued	0	2	4	0	2	0	0	0	2	1	2		13	24
Suppression system permits issued	0	0	0	0	0	0	1	3	0	0	0		4	4
Plan reviews	6	5	5	3	5	6	6	7	7	3	7		60	64
Code reviews	0	3	3	2	4	5	0	3	3	5	2		30	15
# Knox boxes checked	1	0	1	0	6	0	1	1	1	0	3		14	11
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022	2021
# people given tours	0	0	20	0	0	0	0	0	0	253	34		307	15
# people given extinguisher demos	0	0	0	30	0	0	0	0	0	40	30		100	307
# people at truck visits	0	0	0	67	17	0	0	0	50	544	60		738	832
# people fire safety information	0	0	0	0	0	207	0	400	0	0	1146		1753	1742
# people juvenile firesetters	0	0	0	0	0	0	0	0	0	0	0		0	0
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022	2021
Incidents														
City incidents	50	36	38	27	45	35	38	48	28	46	49		440	434
Rural incidents	5	11	7	11	11	4	14	11	7	5	8		94	95
Mutual aid given	0	2	0	0	0	2	1	0	0	1	0		6	6
Monthly Totals	55	49	45	38	56	41	53	59	35	52	57	0	540	535
Type of Incidents														
Fire	3	3	2	6	7	5	13	5	6	10	6		66	65
Rescue calls	10	11	5	9	9	7	8	11	4	12	16		102	97
Hazardous conditions	10	6	4	5	9	9	2	6	4	6	6		67	68
Service calls	3	3	6	4	2	3	2	2	0	3	1		29	33
Good intent calls	9	9	11	9	11	2	11	13	9	7	12		103	116
Fire alarms	20	17	17	5	16	14	14	22	12	14	16		167	154
Others	0	0	0	0	2	1	3	0	0	0	0		6	2
Monthly Totals	55	49	45	38	56	41	53	59	35	52	57	0	540	535
Total training hours	367.33	282.78	508.08	395.68	114.00	320.93	181.40	160.00	244.75	175.02	357.22		3107	2944
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022	2021
# injury reports	0	1	1	0	0	0	0	0	0	0	0		2	7
# lost work hours	0	0	0	0	0	0	0	0	0	0	0		0	0
# fire extinguishers serviced	88	37	10	0	0	0	28	0	0	0	0		163	262
1st aid supplies checked	0	1	1	0	0	0	0	0	0	0	0		2	6
Full-time shift hours worked	1391.25	1308.00	1366.00	1194.25	1497.50	1776.25	1656.00	1666.00	1779.50	1608.00	1753.00		16995.75	17175.75
Full-time overtime hours worked	218.90	122.02	209.81	343.18	209.08	321.62	99.84	65.64	110.53	86.35	77.13		1864.10	2245.82
Part-time hours worked	406.75	352.00	520.50	463.25	286.50	595.25	280.00	308.75	334.75	276.50	321.50		4145.75	3857.50
Monthly Hours Worked Total	2016.90	1782.02	2096.31	2000.68	1993.08	2693.12	2035.84	2040.39	2224.78	1970.85	2151.63	0.00	23005.60	23279.07

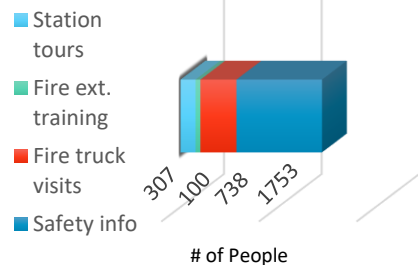
OWATONNA FIRE DEPARTMENT DASHBOARD

2022 STATISTICS

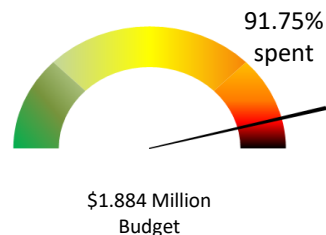
Incidents by Type



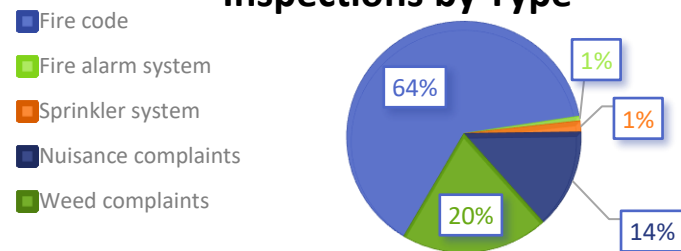
Public Education



Expenditures

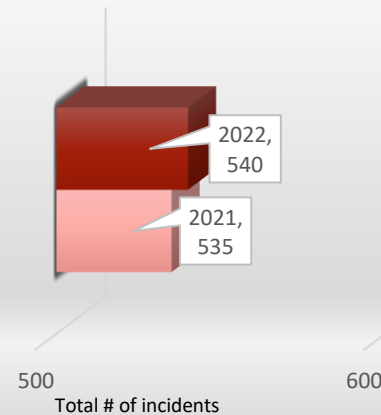


Inspections by Type

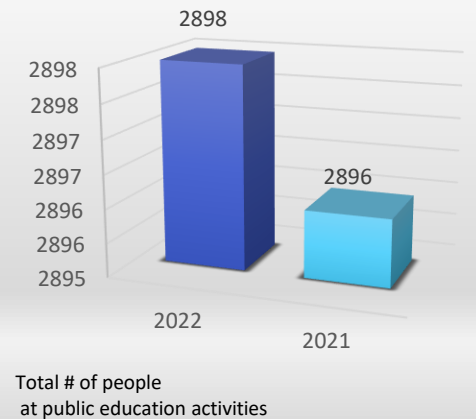


2022 VS 2021 STATISTICS

Incidents



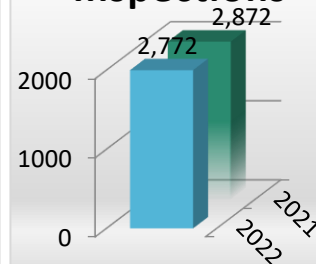
Public Education



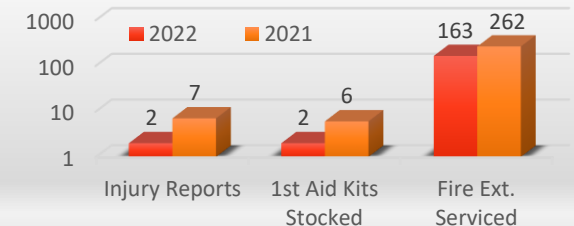
Staff Hours



Inspections



Safety Services





Licenses - Permits



Administration Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Renew Annual Tobacco Licenses

Purpose:

Council approval to renew annual tobacco licenses which expire December 31st each year.

Background:

City code requires all persons wanting to sell or offer to sell any tobacco, tobacco products, or tobacco related device must first obtain a license to do so from the City.

NAME OF BUSINESS	LOCAL ADDRESS
CASEY'S GENERAL STORE #2194	475 18th St
CASEY'S GENERAL STORE #2418	590 State Avenue
CASH WISE #3014	495 W North Street
CASH WISE LIQUOR #7037	495 W North Street
DOLLAR GENERAL 21536	205 N Oak Avenue
FAREWAY STORES INC #139	831 S Oak Avenue
FAREWAY SPIRITS AND MORE #139	831 S Oak Avenue
Fire House Liquor	120 26th St NW
FLEET FARM FUEL	2121 W Bridge St
HOLIDAY STATIONSTORE #373	695 W Bridge Street
HOLIDAY STATIONSTORE #2746519	330 W North St

HY-VEE	1620 S Cedar Avenue
HY-VEE GAS #5511	1720 S Cedar Avenue
HY-VEE WINE & SPIRITS	1620 S Cedar Avenue
J&B LIQUOR INC.	202 S Oak Street
KWIK TRIP #237	135 Landmark Drive
KWIK TRIP #403	2270 46th Street NW
KWIK TRIP #435	1075 W Frontage Rd
KWIK TRIP #641	1220 S Oak Avenue
KWIK TRIP #806	320 Mineral Springs
KWIK TRIP #1088	410 Hoffman Drive
KWIK SPIRITS #1088	410 Hoffman Drive
LION'S DEN ADULT BOUTIQUE	1178 W Frontage Rd
MEDFORD TOBACCO PLUS, INC	2350 43rd St NW
OWATONNA MARATHON	401 N Cedar Avenue
OT SMOKE SHOP PLUS	1100 Frontage Rd
OWATONNA SMOKE SHOP	641 W Bridge St
REGGIE'S BREWHOUSE LLC	218 N Cedar Avenue
SMOKE N VAPE INC	1407 S Oak Avenue
WALGREENS #9095	125 18th Street SE
WALMART #982	1130 W Frontage Rd

Budget Impact:

The City's annual fee for a Tobacco License is \$150.00; \$150.00 x 31 = \$ 4,,650.00.

Staff Recommendation:

Staff recommends renewal of these tobacco licenses.

Attachments:

None



Administration Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM:
SUBJECT: Renew Annual Garbage & Refuse Haulers Licenses

Purpose:

Council to approve renewal of Annual Garbage and Refuse Hauling Licenses.

Background:

City Code requires a person wanting to collect or haul garbage or other refuse for hire within this municipality or hold themselves out as engaged in the business of collecting, hauling, or disposing of garbage or other refuse must obtain a license from the Council. The license is an annual license expiring December 31st of each year and is not transferable. Listed are the companies and the number of vehicles they will operate within Owatonna.

Business	City/State	Trucks
GreenRU LLC	Blairsburg IA	1
Thompson Sanitation Inc	Clarks Grove MN	5
LJP Waste Solutions	North Mankato MN	5
Skjeveland Enterprises	Owatonna MN	8
Stewart Companies, Inc. dba Stewart Sanitation	Owatonna MN	15
Waste Management of Southern MN	Clarks Grove MN	6
Veit Disposal Systems	Rogers MN	3
Kruckeberg Fleet Services	Blooming Prairie MN	2
West Central Sanitation Inc	Willmar MN	1
Select Milling LLC	Claremont MN	1
Archambault Brothers Disposal	Faribault MN	2

Budget Impact:

The city's annual fee is \$75.00 per vehicle, 49 x \$75 = \$3,675.

Staff Recommendation:

Staff recommends renewal of permits for these companies.

Attachments:

None



Administration Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Renew Annual Taxi Licenses

Purpose:

Council to approve renewal of the annual Taxi Licenses.

Background:

City Code requires persons wanting to carry or transport any person for hire by means of any automobile or taxicab within the corporate limits of this municipality to obtain a license to do so.

Applications received from:

Business Name	Address	City/State	# of Taxi
Access on Time Companies Inc. dba First Choice Shuttle	1333 S Trail Drive, PO Box 6	Faribault	1
Tonna Taxi Service	240 Nature Valley PL	Owatonna	2
Straight River Taxi	902 Hoffman Ave	Owatonna	3

Insurance information, Vehicle Inspection Reports and a statement of rate fees are received during the licensing process.

Budget Impact:

The city's annual Taxi License Fee is \$75.00 per vehicle; 6 X \$75.00 = \$450.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



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

Name of organization Knights of Columbus		Date of organization January 1, 1904	Tax exempt number 9760494
Organization Address (No PO Boxes) 820 S Elm	City Owaontna	State Minnesota	Zip Code 55060
Name of person making application Mark Cunningham		Business phone 507-451-6103	Home phone 507-455-1341
Date(s) of event Saturday, January 28, 2023	Type of organization ☒ Club ☐ Charitable ☐ Religious ☐ Microdistillery ☐ Small Brewer ☐ Other non-profit		
Organization officer's name Dustin Reese	City Owatnna	State Minnesota	Zip Code
Organization officer's name David Lax	City Owatonna	State Minnesota	Zip Code
Organization officer's name Joel Elbert	City Owatonna	State Minnesota	Zip Code 55060

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

This license is for the annual Andrew Lawrence Chilli Cook-Off at the Owatonna Armory, 2323 W Bridge Street.

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.

Club carries insurance with Insurance Advisors.

APPROVAL

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

City of Owatonna	Date Approved
City or County approving the license	January 28, 2023
\$50.00 - paid December 14, 2022	Permit Date
Fee Amount	
Event in conjunction with a community festival ☐ Yes ☒ No	Jeanette.clawson@ci.owatonna.mn.us
26,420	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.**

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Miscellaneous



Public Works Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Proposal for Geotechnical Services for 2023 Construction Projects - American Engineering Testing, Inc.

Purpose:

City Council approval of a proposal received from American Engineering Testing, Inc. (AET) for their geotechnical exploration, analysis and reporting for the 2023 street construction projects.

Background:

A proposal was received from American Testing Engineering to provide geotechnical services for the 2023 street construction projects. The services proposed include: field exploration, laboratory testing, and an engineering report.

Budget Impact:

The proposed fee for geotechnical services is \$16,292.00.

In the event additional services are needed for proper site evaluation and engineering, associated fees will be reviewed prior to providing the additional services. The set fee will not be exceeded without prior authorization.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal - Geotech Services - AET, Inc.

December 6, 2022



City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

Attn: Tim Hruska, PE
THruscka@whks.com

RE: Proposal for Geotechnical Services
McKinley, Butternut, Riverview, and Havana Streets and Vine Street Parking Lot
Owatonna, Minnesota

Dear Mr. Hruska:

American Engineering Testing, Inc. is pleased to submit a proposal for the above project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a proposed fee for our services, and an estimated schedule for completion.

Project Information

We understand that WHKS is assisting the city of Owatonna, Minnesota in the design of new pavements and installation of new utilities along Havana Road between Smith Avenue and Truman Avenue, McKinley St. between Lilac Avenue and South Oak Avenue, Butternut Avenue north of McKinley Avenue, Riverview Place, and the parking lot located at the SE corner of Vine Street and Oak Avenue. Based upon the requested boring depths, we assume the sewer line will be within 22 feet of the existing ground surface at McKinley Avenue, and 14 feet along Havana Road. The Vine Street parking lot is being assessed for pavement reconstruction and underground stormwater infiltration.

Scope of Services

Field Exploration

Our field exploration will include the following per your request:

- Perform 16 Standard Penetration Test (SPT) borings. AET will stake the borings at locations agreed upon with WHKS prior to commencing our services at each site.
- Backfill the boreholes per Minnesota Department of Health requirements. This includes backfilling boreholes shallower than 15 feet with cuttings.

We will drill the SPT borings using hollow stem augers, and sampling by the split-barrel method (in general accordance with ASTM D1586). The borings will be drilled to planned depth or auger refusal, whichever is shallower. Our crew will keep field logs noting the

1937 7th Street NW, Suite 100 | Rochester, MN 55901

Phone (507) 281-3547 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil and bedrock classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

Upon completion, the boreholes will be backfilled in accordance with MDH requirements as noted above. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians and animals. We assume that the city of Owatonna, or others, will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury after we leave the site.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

Our services will include index laboratory testing (water content and percent finer than the No. 200 sieve) of selected soil samples to aid in soil classification and judging soil engineering properties.

Engineering Report

Following the field exploration and laboratory test program, a formal engineering report will be prepared and submitted. This report will include the following:

- Descriptions of drilling, sampling, testing, and classification methods.

- Logs of the borings including N-values, soil strength test results, soil moisture contents and Atterberg limits, and soil classifications.
- Review of soil and bedrock conditions encountered.
- Design infiltration rates for the Vine Street Lot based on the Minnesota Stormwater Manual soil types.
- Recommendations for utility support.
- Recommendations for utility trench backfill.

Fees

Our fees for this project will be invoiced upon completion at a fixed fee of \$16,292.00. The attached fee schedule provides details of how we arrived at this fee. This fee is valid for 30 days, after which may be subject to review by AET.

In the event additional services are needed for proper site evaluation and engineering (for example, additional or deeper borings), we will review the associated fees with you prior to providing the additional services. We will not exceed the above fixed fee without prior authorization, nor will we provide the additional engineering services needed that would be covered by such additional fees without authorization.

Minnesota Department of Health Fees

Effective July 1, 2019, the state of Minnesota requires that a sealing record for sites where borings are drilled to a depth of 25 feet or deeper, all licensed drilling companies are required by law to submit written notification to the MDH prior to drilling along with a fee of \$75. If one or more of the boring depths vary by 25 feet, or more, the MDH requires an additional written notification and fee of \$75 per boring. Projects that span multiple properties will require multiple notifications. The MDH also requires that these borings be grouted and that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee for our geotechnical services includes the MDH fee for the requested scope of drilling.

The above fee includes fees associated with MDH permitting and associated administration at this site. Please provide us with the appropriate parties to which sealing records will be address to, as this is required by MDH.

Schedule

We anticipate our field exploration could take place within 5 to 6 weeks of receiving written authorization to proceed. The field exploration will take about 3 working days to complete. We anticipate the laboratory testing and geotechnical report can be prepared within about 2 weeks after completion of the field exploration.

Environmental Concerns

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified sites. This proposal does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,
American Engineering Testing



Stephen L. Mullen, PE (MN)
Rochester Manager / Senior Engineer



Jacob L. Heimdahl, PE (MN, IA, WI)
Senior Geotechnical Engineer

Attachments: Fee Schedule
Terms and Conditions, COI, W-9



AET PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature: _____ Date: _____

Printed Name/Title: _____

Email Address: _____

Representing: _____

Client Project No: _____

PRELIMINARY FEE SCHEDULE

PROJECT TESTING SERVICES
MCKINLEY, BUTTERNUT, RIVERVIEW, HAVANA, VINE ST LOT
OWATONNA, MN



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Layout & Utility Clearance</i>			
Technician, Level II	4 hours	\$90.00	\$360.00
Truck Mileage - 1/2 or 3/4 Ton	160 miles	\$1.00	\$160.00
GPS Equipment	2 hours	\$21.00	\$42.00
MDH Boring Notification	2 each	\$85.00	\$170.00
Section Subtotal:			\$732.00
<i>Geotechnical Field Services</i>			
Hourly Drilling			
Drilling Crew Chief	30 hours	\$125.00	\$3,750.00
Drilling Crew Assistant	30 hours	\$100.00	\$3,000.00
Truck Rental - 1 or 2 Ton	30 hours	\$25.00	\$750.00
All-Terrain Vehicle with Rotary Drill Rental	30 hours	\$131.00	\$3,930.00
Truck Mileage - 1 or 2 Ton	320 miles	\$1.15	\$368.00
Tractor/Lowboy Trailer Mileage	160 miles	\$2.10	\$336.00
Borehole Grouting - Bentonite Grout	176 foot	\$2.00	\$352.00
Section Subtotal:			\$12,486.00
<i>Laboratory</i>			
Classification	6 hours	\$87.00	\$522.00
Section Subtotal:			\$522.00
<i>Project Management & Reporting</i>			
Administrative Assistant	2 hours	\$75.00	\$150.00
Engineer II	14 hours	\$165.00	\$2,310.00
Section Subtotal:			\$2,552.00
ESTIMATED BUDGET			\$16,292.00

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 -- SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



Parks, Trails, Recreation & Facilities Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Contractor - Owner Agreement - Chamber Renovation Project - Ebert, Inc.

Purpose:

Seeking final approval for the agreement with Ebert, Inc for the Chambers renovation project.

Background:

Council approved Resolution 91-22 during their meeting on November 15, 2022, to accept the bid and award the contract contingent on City Attorney review. The attached agreement has been reviewed by City Attorney Walbran and signed by Markus Ebert, VP of Ebert, Inc.

Budget Impact:

This project will be funded using \$900,000 in American Rescue Plan Act (ARPA) funds and capital projects funds that have been set aside specifically for this project over a period of several years.

Staff Recommendation:

Staff recommends City Council approval of this contract with Ebert, Inc. in the amount of \$1,626,400 which includes the base bid and Alternate No. 2.

Attachments:

1. Contractor-Owner Agreement - Ebert, Inc.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 14 of December in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060
Attention: Kris M. Busse, City Administrator
1-507-774-7340
Email Address: Kris.busse@ci.owatonna.mn.us

and the Contractor:
(Name, legal status, address and other information)

Ebert, Inc. (DBA Ebert Construction)
23350 County Road 10
Corcoran, MN 55357
Attention: Markus Ebert, Vice President
1-763-498-7844

for the following Project:
(Name, location and detailed description)

Owatonna City Hall
Owatonna, Minnesota
Evaluate and design a new City Council Chamber that is housed in the historic orphanage auditorium. The includes the remodel of the existing auditorium and stage.

The Architect:
(Name, legal status, address and other information)

CRW architecture + design group
211 11th Ave NW
Rochester, MN 55901
Teresa Thoreson McCormack, AIA, Partner
1-507-206-6201
Email Address: tmccormack@crwarchitecture.com

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Owner and Contractor agree as follows.

Init.

/

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- January 15, 2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred and Twenty Six Thousand Four Hundred Dollars. (\$1,626,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #2	\$13,400

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the First – 1st day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5 %) Retainage for the duration of the project.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Permits, Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

Init.

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

City of Owatonna

540 West Hills Circle

Owatonna, MN 55060

Attention: Kris M. Busse, City Administrator

1-507-774-7340

Email Address: Kris.busse@ci.owatonna.mn.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Ebert, Inc. (DBA Ebert Construction)

23350 County Road 10

Corcoran, MN 55357

Attention: Markus Ebert, Vice President

1-763-498-7844

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 Exhibit A, in §1.1.4, p.32.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 **AIA Document A101™–2017, Exhibit A, Insurance Requirements**
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

See Attached: AIA Documents A101 Exhibit A, Insurance Requirements

- .5 Drawings

Number Exhibit B	Title Sheet Index	Date 10/06/2022
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- .6 Specifications

Section	Title	Date	Pages
Exhibit C	Table of Contents	10/06/2022	

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	October 20, 2022	1-3
Addendum #2	October 26, 2022	1-6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
(Row deleted)			
.9	Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)		

Exhibit D	ARPA Compliance Statement
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Exhibit E	Responsible Contractors Form
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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Kris Busse, Owatonna City Administrator
(Printed name and title)



CONTRACTOR (Signature)

Markus Ebert, Vice President
(Printed name and title)

EXHIBIT A – INSURANCE REQUIREMENTS

INSURANCE

The Contractor shall not commence work under this contract until it has obtained all the insurance required below issued by an insurance company approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved. All such insurance shall be maintained throughout the life of this Agreement and Contractor shall provide the Owner with certificates of insurance as evidence of such coverage.

The Owner, Architect, and Engineer shall be named as additional insureds on the certificates of insurance for the Automobile Liability insurance, Commercial General Liability insurance and under the Builders' Risk insurance.

1. Automobile Liability Insurance

Bodily Injury: \$2,000,000 each occurrence; \$3,000,000 annual aggregate.
Property Damage: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.
Include any vehicle, hired, and non-owned.

2. Commercial General Liability

\$2,000,000 each occurrence; \$3,000,000 annual aggregate.
Products and completed operations \$2,000,000 each occurrence; \$3,000,000 annual aggregate.
Personal injury and advertising injury \$2,000,000 each occurrence; \$3,000,000 annual aggregate.
Include explosion, fire, collapse, and underground.
Include contractual liability.
Include independent contractors.

3. Builders' Risk Insurance

Builders risk insurance to cover 100% of the completed project cost.

4. Workers Compensation

Limits of coverage as required by State and Federal Statutes.
Include Employer's Liability Insurance.

EXHIBIT B - DRAWING SHEET INDEX

SHEET INDEX

GENERAL SHEETS:

A0.0	COVER SHEET
A0.1	GENERAL INFORMATION AND TYPICAL MOUNTING HEIGHTS SHEET

CIVIL SHEETS:

C100	GENERAL NOTES
C200	DEMOLITION AND EROSION CONTROL PHASE 1 PLAN
C300	EROSION CONTROL PHASE 2 PLAN
C400	SITE AND UTILITY PLAN
C500	GRADING AND DRAINAGE PLAN
C600	CONSTRUCTION DETAILS

ARCHITECTURAL SHEETS:

A1.0	LOWER LEVEL DEMOLITION PLAN
A1.1	MAIN LEVEL DEMOLITION PLAN
A1.2	LOWER LEVEL FLOOR PLAN
A1.3	MAIN LEVEL FLOOR PLAN
A2.0	REFLECTED CEILING PLAN
A2.1	ROOF PLAN
A3.0	EXTERIOR ELEVATIONS
A3.1	BUILDING SECTIONS
A4.0	WALL SECTIONS AND DETAILS
A4.1	ENLARGED STAIR PLAN AND SECTIONS
A5.0	DEMOLITION INTERIOR ELEVATIONS
A5.1	REMODEL INTERIOR ELEVATIONS
A5.2	ENLARGED COUNCIL PLAN, DAIS DETAILS AND INTERIOR ELEVATIONS
A5.3	INTERIOR ELEVATIONS
A6.0	SCHEDULES AND TYPES

STRUCTURAL SHEETS:

S1.0	STRUCTURAL NOTES
S2.0	FOUNDATION PLAN
S2.1	FRAMING PLAN
S3.0	STRUCTURAL DETAILS

MECHANICAL SHEETS:

M0.0	MECHANICAL COVERSHEET
M1.0	LOWER LEVEL DEMOLITION PLAN
M1.1	MAIN LEVEL DEMOLITION PLAN
M2.0	LOWER LEVEL FLOOR PLAN
M2.1	MAIN LEVEL FLOOR PLAN
M3.0	MECHANICAL DETAILS
M4.0	MECHANICAL DIAGRAMS
M5.0	MECHANICAL SPECIFICATIONS
M5.1	MECHANICAL SPECIFICATIONS
M5.2	MECHANICAL SPECIFICATIONS
M5.3	MECHANICAL SPECIFICATIONS
M5.4	MECHANICAL SPECIFICATIONS
ME1.0	MECHANICAL SCHEDULES

ELECTRICAL SHEETS:

E0.0	ELECTRICAL COVER SHEET
E1.0	LOWER LEVEL DEMOLITION - ELECTRICAL
E1.1	MAIN LEVEL DEMOLITION - ELECTRICAL
E2.0	LOWER LEVEL - ELECTRICAL
E2.1A	MAIN LEVEL - LIGHTING
E2.1B	MAIN LEVEL - POWER & SYSTEMS
E3.0	ELECTRICAL SCHEDULES
E3.1	ELECTRICAL SCHEDULES
E3.2	ELECTRICAL SCHEDULES & DETAILS
E4.0	ELECTRICAL DETAILS
E4.1	ELECTRICAL DETAILS
E5.0	ELECTRICAL SPECIFICATIONS
E5.1	ELECTRICAL SPECIFICATIONS

PLUMBING SHEETS:

P0.0	PLUMBING COVER SHEET
P1.1	MAIN LEVEL DEMOLITION - PLUMBING
P2.0	UNDERFLOOR & LOWER LEVEL - PLUMBING
P2.1	MAIN LEVEL - PLUMBING
P3.0	PLUMBING DIAGRAMS
P4.0	PLUMBING DETAILS
PE1.0	PLUMBING SCHEDULES & MATERIAL LISTS

EXHIBIT C - SPECIFICATION TABLE OF CONTENTS

SECTION 00 01 10 TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01	Title Page
00 01 05	Certifications
00 01 10	Table of Contents
00 01 13	Project Data

PROCUREMENT REQUIREMENTS

00 11 00	Advertisement for Bids
00 21 00	Instructions to Bidders
00 41 00	Bid Form
00 41 01	Responsible Contractor Form
00 41 02	Alternate Bid Form
00 72 63	General Conditions – Reference to A201-2017

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 23 00	Alternates
01 25 00	Substitution Procedures
01 31 19	Project Meetings
01 33 21	Submittals and Reports
01 33 23	Shop Drawings
01 33 23	Shop Drawings – Electronic File Release Form
01 50 00	Temporary Facilities and Controls
01 62 00	Product Options
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 23	Project Record Documents

DIVISION 02 - EXISTING CONDITIONS

02 41 16	Selective Demolition
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DIVISION 03 - CONCRETE

NOT USED

DIVISION 04 - MASONRY

04 22 00	Concrete Unit Masonry
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DIVISION 05 - METALS

05 50 00	Metal Fabrications
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EXHIBIT C - SPECIFICATION TABLE OF CONTENTS

DIVISION 06 - WOOD AND PLASTIC

06 10 00	Rough Cabinetry
06 16 00	Sheathing
06 20 23	Interior Finish Wood Carpentry
06 41 13	Wood Veneer Faced Cabinetry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation
07 25 00	Weather Barriers
07 26 00	Vapor Retarders
07 31 10	Synthetic Shingles
07 46 46	Fiber Cement Siding
07 62 00	Sheet Metal Flashing and Trim
07 72 53	Roof Snow Guards
07 92 00	Joint Sealants

DIVISION 08 - OPENINGS, WINDOWS AND GLASS

08 11 13	Hollow Metal Doors and Frames
08 31 13	Access Doors and Frames
08 41 13	Aluminum-Framed Entrances and Storefronts
08 51 13	Aluminum Windows
08 71 00	Door Hardware
08 71 16	Weatherstripping and Seals
08 80 00	Glazing
08 91 19	Fixed Louvers

DIVISION 09 - FINISHES

09 29 00	Gypsum Board
09 29 16.33	Ballistic Resistant Panels
09 30 13	Ceramic Tiling
09 68 13	Tile Carpeting
09 68 16	Sheet Carpeting
09 72 00	Wall Coverings
09 91 13	Exterior Painting
09 91 23	Interior Painting
09 93 00	Staining and Transparent Finishing

DIVISION 10 - SPECIALTIES

10 14 23	Panel Signage
10 14 73	Decal Signage
10 14 79	Exterior Signage
10 21 13	Plastic Toilet Compartments
10 44 13	Fire Protection Cabinets
10 44 16	Fire Extinguishers

DIVISION 11 - EQUIPMENT

EXHIBIT C - SPECIFICATION TABLE OF CONTENTS

NOT USED

DIVISION 12 - FURNISHINGS

12 36 23.13	Plastic, Laminate, Clad Countertops
12 36 61.19	Quartz Agglomerate Countertops

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING SYSTEMS

NOT USED

DIVISION 21 - FIRE SUPPRESION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

NOT USED

DIVISION 26 - ELECTRICAL

NOT USED

DIVISION 27 - COMMUNICATIONS

NOT USED

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT USED

DIVISION 31 - EARTHWORK

NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

EXHIBIT D – ARPA COMPLIANCE STATEMENT

City of Owatonna – American Rescue Plan Act (ARPA) Contract Exhibit

Notice: The contract to which this Exhibit is attached is made using federal assistance provided to the City of Owatonna by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions applies to Ebert, Inc., as a contractor of the City of Owatonna. For the purposes of this document, “applicant” is the “City of Owatonna”.

1. Equal opportunity clause; Federally assisted construction contractions, 41 CFR § 60-1.4(b). The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

2. Socioeconomic Affirmative Steps (2 C.F.R. § 200.321). If applicable, in the performance of this contract, the contractor must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible. Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. **Clean Air Act & Federal Water Pollution Control Act (applies to contracts more than \$150,000.)** (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Owatonna and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
6. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Certification Regarding Lobbying a Byrd Anti-Lobbying Amendment The undersigned certifies, to the best of his or her knowledge and belief, that:**
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

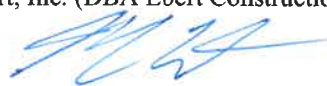
The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This Exhibit to the Agreement between City of Owatonna and Ebert, Inc. is entered into the 14th day of December, 2022

CONTRACTOR:

Ebert, Inc. (DBA Ebert Construction)

By: 

Markus Ebert, Vice President

Date: 12-15-2022

APPLICANT:

City of Owatonna

By: _____

Thomas A. Kuntz, Mayor

Date: _____

By: _____

Kris M. Busse, City Administrator

Date: _____

EXHIBIT E - RESPONSIBLE CONTRACTOR FORM.

RESPONSIBLE CONTRACTOR ACT VERIFICATION

The undersigned owner/officer of Ebert Inc dba Ebert Construction ("Company") hereby certifies that it complies with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3, as of the time of the submission of its bid for the above-referenced project ("Project").

The first-tier Subcontractors that Company intends to retain for work on the Project are:

- ☐ Olympic Fire Protection
- ☐ Owatonna Heating & Cooling Inc
- ☐ Four Seasons Electric

The first-tier Subcontractors listed above have provided verification required by Minn. Stat. § 16C.285, subd. 3(7).

The remaining first-tier subcontractors that Company intends to retain for work on the Project have not yet been determined. Company will obtain and submit signed verifications from each of its subsequently retained subcontractors, confirming compliance with Minn. Stat. § 16C.285, subd. 3, within 14 days of retaining the subcontractors.

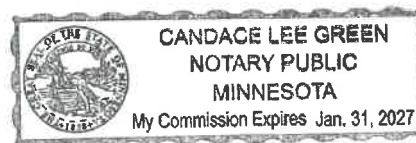
Dated: December 14, 2022 Company: Ebert Inc dba Ebert Construction

By: 

Its: Vice President / Secretary
Owner/Officer

Subscribed and sworn to before me this 14th day of December, 2022


Notary Public





Parks, Trails, Recreation & Facilities Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: 2023 Parks, Recreation & Facilities Fee Schedule

Purpose:

Approve the 2023 Parks, Recreation & Facilities Fee Schedule

Background:

In 2022, staff collected and developed a fee structure by collecting and organizing all the parks and recreation fees into one document.

Having a fee manual is a key component in creating standard operating procedures as it will provide consistent, fair and transparency when applying fees to services. The manual provides staff guidance about their decision making, program design, marketing and promotion, budget development and customer service.

The Parks and Recreation Department desires to evolve a long-term fee strategy and structure that provides for its fiscal well-being and sustainability while being responsive to the community.

The Parks and Recreation Fee Manual goals are:

- Maintain a sustainable and justified philosophy, policy, and cost model for calculating fees.
- Provide a tool to be used to recalibrate existing parks and recreation fees based on the resulting parks and recreation philosophy.
- Define a cost recovery philosophy to be adopted by the City Council and Park Board.

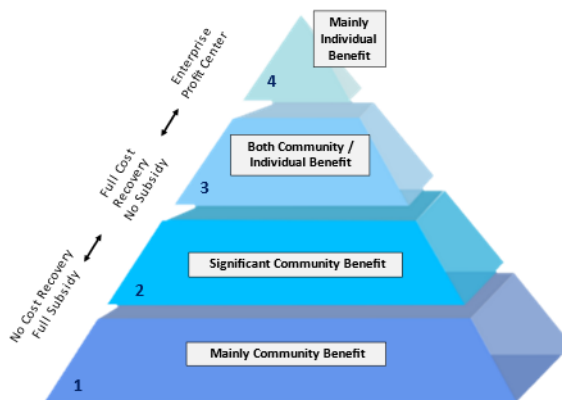
In establishing a formal fee manual in 2022, the first step was to collect the current level of fees and organize them in an orderly manner for analysis. For the most part, the 2022 fees were primarily the 2021 levels. Adjustments were made to two service lines: 1) Brooktree Golf Course and 2) a tournament fee to recover direct costs associated with exclusive services.

In 2021, staff developed a Cost Recovery Model approach which applies an assessment of who is benefiting from the service provided. If the benefit is to the community as a whole or core service (level 1), it is appropriate to use taxpayer dollars to fund the service completely or

primarily. Examples of services that primarily provide community benefits are parks, hiking and biking trails, play areas, green space, and other natural areas.

As the benefit is increasingly offered to an individual or a select group of individuals, it is appropriate to charge fees for the service at an increasing rate of cost recovery. Supervised or instructed programs, facilities, and equipment that visitors can use exclusively, and products and services that may be purchased. Examples of services are swim lessons, group activities, and rentals.

Cost Recovery Model



The Parks and Recreation Department considers available resources, public needs, and the community's economic climate when establishing fees and charges. In cases where certain programs and facilities are highly specialized in activity and design, and appeal to a select user group, staff will consider fees charged at market rates. Fees and charges can be set to recover costs more than direct and indirect costs. Examples are private lessons, enterprise operations, and food and beverage. The Department may subsidize the cost recovery objective of services for persons with economic needs or other targeted populations, as determined by policy, through tax-supported fee reductions, scholarships, or grants. The Director of Parks and Recreation may authorize exceptional fees or fee waivers upon the determination that the fee arrangements will benefit the public interest.

2023 Fee Schedule

Attached is the proposed 2023 Fee Schedule, which shows the 2022 fee compared to the proposed 2023. In setting the 2023 rate, staff used comparable markets for modest price adjustments to programs and amenities offerings.

For Brooktree Golf Course, the approach is to “keep up and catch up”, meaning the fees are significantly lower than comparable municipal courses. A 10 % base fee increase was used to set the proposed 2023 golf fees.

Budget Impact:

Projected 2023 revenue increase from 2022, which the proposed 2023 budget reflects these adjustments.

Staff Recommendation:

Staff recommends approving the 2023 Fee Schedule

Attachments:

1. Proposed Fee Schedule 2023 Council

Owatonna Parks and Recreation

Fees Manual 2023 DRAFT

Aquatics	2022 Cost	2023 Proposed fee	Cost Recovery Model
River Spring Waterpark Admission			
Daily Fee 48" and up (cost is per person)	\$7	\$7.50	3
Daily fee under 48"	\$5	\$5.50	3
Daily fee 5pm-close	\$4.50	\$5	3
Season Pass			
Individual	\$85	\$90	3
Standard season pass (Family of 3)	\$180	\$185	3
Standard season pass each additional family member	\$20	\$22	3
Punch Cards			
Punch Card (10 punches)	\$65	\$70	3
Punch Card (30 punches)	\$165	\$180	3
Group Rates			
Group Rate 20-40 guests 48" and taller	\$5	\$5.50	4
Group Rate 20-40 guests under 48"	\$4	\$4.50	4
Group Rate 41+ guests 48" and taller	\$4.50	\$5	4
Group Rate 41+ guests under 48"	\$3.50	\$4	4
Group Rate Pre-Season	\$2.50	Discontinuing – will be charging normal group rate	4
Birthday Party			
Birthday Party 5-9 guests (tax was included in 2022 prices)	\$80	\$85 (plus tax)	4
Birthday Party 10-15 guests	\$125	\$125 (plus tax)	4
Birthday Party 16-25 guests	\$160	\$160 (plus tax)	4
Birthday Party 26-35 guests	\$220	\$220 (plus tax)	4
Other at River Springs Waterpark (RSWP)			
Log Rolling	\$3.50	\$4	3
Tiny Tot Time 48" and above	\$7	\$7.50	3
Tiny Tot Time under 48"	\$5	\$5.50	3
Lap Swim/Water Walking	\$3.50	\$4	3
Morning Water Aerobics	\$3.50	\$4	3
Evening Water Aerobics	\$4.50	\$5	3
West Hills Pool			
Water Aerobics – One Day/Week	\$5	\$5.50	3
Water Aerobics – Two Days/Week	\$10	\$10.50	3
Water Aerobics – Three Days/Week	\$15	\$15.50	3
Owatonna Middle School Pool (OMS)			
Lap Swim	\$4	\$5	3
Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times)	\$60	\$80	3
Open Swim	\$4	\$5	3
Lifeguard Rental	\$20	\$24	4
Swimming Lessons			
Swimming Lessons	\$45	\$47	2
Private Swimming Lessons (1 person)	\$105	\$110	4
Private Swimming Lessons (2 people)	\$160	\$170	4
Lifeguard Training			
Lifeguard Training (BL)	\$185	\$195	4
Lifeguard Review	\$120	\$130	4
WSI (BL)	\$225	\$235	4

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West Hills Tennis & Pickleball Center	2022 Cost	2023 Proposed fee	Cost Recovery Model
Passes			
Tennis/Pickleball Couple (9 months) Sept 1-May 31	\$355	\$372.75	3-4
Tennis/Pickleball Couple (12 months) Sept 1–Aug 31	\$378	\$396.90	3-4
Tennis/Pickleball Family (9 months) Sept 1–May 31	\$385	\$404.25	3-4
Tennis/Pickleball Family (12 months) Sept 1–Aug 31	\$420	\$441	3-4
Tennis/Pickleball Individual (9 months) Sept 1–May 31	\$275	\$288.75	3-4
Tennis/Pickleball Individual (12 months) Sept 1–Aug 31	\$300	\$315	3-4
Tennis/Pickleball Junior (9 months) Sept 1–May 31	\$155	\$162.75	3-4
Tennis/Pickleball Junior (12 months) Sept 1– Aug 31	\$168	\$176.40	3-4
Court Fee (per half hour)	\$2	\$2.50	3-4
Ball Machine (per half hour)	\$2	\$2.50	3-4
Guest Rate Individual Month Pass	\$50	\$52.50	3-4
Guest Rate (Singles 1 hour)	\$16.25	N/A	3-4
Guest Rate (Singles 1.5 hours)	\$21.75	N/A	3-4
Guest Rate (Doubles 1 hour)	\$10.75	N/A	3-4
Guest Rate (Doubles 1.5 hours)	\$13.50	N/A	3-4
Guest Rate up to 2 Hours of Play		\$19	3-4
Tennis/Pickleball Rental (more than 2 weeks in advance, per hour)	\$18	\$20	4
Tennis/Pickleball Rental (less than 2 weeks in advance, per hour)	\$22	\$24	4
Indoor Walking (September through August)	NA	\$40 (+tax)	3
Lessons			
Private Lesson Youth ½ hour	\$30	\$35	4
Private Lesson Youth 1 hour	\$40	\$45	4
Private Lesson Adult ½ hour	\$30	\$35	4
Private Lesson Adult 1 hour	\$45	\$50	4
Tennis Lesson drop-in - lower level	\$15	\$15	4
Tennis Lesson drop-in – advanced level	\$17	\$17	4
Star Academy Advanced	\$150	\$160	3
Star Academy Middle School & Intermediate	\$150	\$160	3
Stars (green dot ball)	\$90	N/A	3
Young Stars (orange ball)	\$80	\$80	3
Shooting Stars (red ball)	\$64	\$80	3
Beginning Stars	\$64	N/A	3

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Brooktree Golf Course	2022 Cost	2023 Proposed fee	Cost Recovery Model
Season Passes			
Adult (Base) Age 33-61	\$730	\$805	4
Senior Age 62-79	\$657	\$724	4
Super Senior Age 80+	\$584	\$644	4
Young Adult Age 26-32	\$548	\$604	4
Future Age 18-25	\$365	\$403	4
Junior Age 5-17	\$255.50	\$282	4
Weekday M-F only	\$584	\$644	4
Family	Base +	Base +	4
Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each child to age 25)	Base + \$225 each	Base + \$225 each	4
Additional Child 5-17 <i>*new*</i>		\$112 each	4
Carts			
Trail Fee – Personal Cart	\$335	\$340	4
Annual Cart – Single (½ cart)	\$450	\$455	4
Annual Cart – Double (Full)	\$700	\$705	4
Annual Cart – Additional Daily rounds	\$5	Discontinuing	
9-Hole Cart Rental	\$11	\$12	4
18-Hole Cart Rental	\$16	\$17	4
Pull Cart Rental	\$2	\$0 Only 4 carts remain and are in poor condition	4
Green Fees			
9-Holes Weekday (M-F)	\$19	\$21	4
9-Holes Weekend	\$22.50	\$25	4
18-Holes Weekday (M-F)	\$29	\$32.50	4
18-Hole Weekend	\$33	\$37	4
Junior Rate (5-17, M-F before 2) 50% discount			4
Senior rate (62+, M-F before 2) 10% discount			4
Patron Card 25% discount on all green fees (non-transferrable, card holder only), 10% discount on merchandise (no special orders). Does not apply to cart rentals	\$75	\$84	4
Prices above do not include taxes or \$15 surcharge			
Tournament or Outing: A minimum of 12 golfers is required to qualify for outing and tournament rates. (Prices do not include tax.)	2022 Fee with Cart	2023 Proposed fee	Cost Recovery Model
9-Holes	\$28	\$30	4
18-Holes Weekday	\$38	\$41.50	4
18-Holes Weekend	\$42	\$46	4
Carts for Riders/Spectators	\$40	\$44	4
Big Cup Event	\$250	\$275	4
Foot Golf/Fling Golf: Foot Golf is TBD			
9-Holes Weekday (M-F)	\$19	\$21	4
9-Holes Weekend	\$22.50	\$25	4
18-Holes Weekday (M-F)	\$29	\$32.50	4
18-Hole Weekend	\$33	\$37	4
Soccer Ball Rental	NA	\$3	4
Fling Stick Rental	NA	\$3	4
Rentals	2022	2023	Cost

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	Cost	Proposed fee	Recovery model
Shelters			
Daily Rental-Small Pavilions	\$75	\$80	4
Daily Rental- Large Pavilions	\$90	\$100	4
Morehouse Chalet	\$150	\$175	4
Tennis & Fitness Center			
Fitness Center Activity Room	\$35	\$40	4
Basketball Court per hour	\$35	\$40	4
Tennis Court – Group Rental (2 weeks or more in advance)	\$18	\$22	4
Tennis Court – Group Rental (less than 2 weeks in advance)	\$22	\$24	
Swimming Pool	\$60	\$65	4
Social Commons			
Multipurpose Room Standard Rate per hour	\$55	\$55	4
Multipurpose Room Non-Profit Rate per hour	\$35	\$35	3
Multipurpose Room with Kitchen Standard Rate per hour	\$65	\$65	4
Multipurpose Room with Kitchen Non-Profit Rate per hour	\$45	\$45	3
West Meeting Room 2 nd floor Standard Rate per hour	\$35	\$35	4
West Meeting Room 2 nd floor Non-Profit Rate per hour	\$25	\$25	3
East Meeting Room 2 nd floor Standard Rate per hour	\$35	\$35	4
East Meeting Room 2 nd floor Non-Profit Rate per hour	\$25	\$25	3
Board Room – Standard Rate per hour	\$35	\$35	4
Board Room – Non-Profit Rate per hour	\$25	\$25	3
Lake Kohlmier			
Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)	\$6	\$6 + Tax	3
Summer Individual Pass	\$25/month	\$20 + Tax	3
Large Group Rental	\$100 for 2 hours (10 vessels)	\$100 for 2 hours (10 vessels)	4

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Diamond Fields Rental					2022 Cost	2023 Proposed fee	Cost Recovery Model
Games: Game Standard rental is per game and includes the following: • Exclusive use of the field • Concession stands • Field prepped • Field chalked • Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments.					Game fee: Per game Tournament fee: Per day per field <u>Premier Field</u> Base Rate \$110 Teen Program ages 13-18: \$60.50 (45% discount) Youth Program ages 0-12: \$49.50 (55% discount)	Game fee: Per game Tournament fee: Per day per field <u>Premier Field</u> Base Rate \$110 Teen Program ages 13-18: \$60.50 (45% discount) Youth Program ages 0-12: \$49.50 (55% discount)	2-4
Premier Field: Dartt's Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park		Premier	Secondary	Basic	<u>Secondary Field</u> Base Rate \$90 Teen Program ages 13-18: \$49.50 (45% discount) Youth Program ages 0-12: \$40.50 (55% discount)	<u>Secondary Field</u> Base Rate \$90 Teen Program ages 13-18: \$49.50 (45% discount) Youth Program ages 0-12: \$40.50 (55% discount)	
	Irrigation	■	■		<u>Basic Field</u> Base Rate \$70 Teen Program ages 13-18: \$38.50 (45% discount) Youth Program ages 0-12: \$31.50 (55% discount)	<u>Basic Field</u> Base Rate \$70 Teen Program ages 13-18: \$38.50 (45% discount) Youth Program ages 0-12: \$31.50 (55% discount)	
	Dugouts	■	■				
	Bleacher	■	■	■			
	Concessions	■	■				
	Fence/Gates	■	■				
	Scoreboard	■					
	Lights	■					
	PA System	■					
	Turf Management	■					
Restrooms	■	■					
Player Benches	■	■	■				
Grandstand	■						
Secondary Field: Manthey Park (Baseball), McKinley (1 field)							
Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields)							
Must make reservation 72 hours in advance, permit holder is responsible for: trash pickup on grounds, bleachers/seating, dugout and concessions and raking around bases, homeplate and pitcher mound.							
Additional add-ons for Tournaments							
Concession Stand for Tournaments					\$30 per day	\$30 per day	4
Additional Restroom Cleaning					\$35/time per site	\$35/time per site	4
Additional Garbage Service					\$35/time per site	\$35/time per site	4
Manual Trash Picking					\$35/hour	\$35/hour	4
Additional Field Prep (4 hour minimum, must be a continuous stretch of time)					\$25 per field	\$50/hour up to 4 fields	4
Additional field lines					\$20 per field	Discontinued	4
Rental of City Rakes and Chalker – No Labor Provided					NA	\$25 per tournament	
Temporary Portable Fence – includes set-up & tear down					\$50 per field	\$100 per field	4
Bleachers					\$125 each set	\$125 each set + labor	4
Player Benches					\$35	\$35 plus labor	4
Chalk					NA	\$20 per bag	4
Diamond Dry					\$25 per bag	\$25 per bag	4
Additional Portable Restrooms – cost to be paid by renter					\$75	*rate by company	4

**Owatonna Parks and Recreation
Fees Manual 2023 DRAFT**

Owatonna Parks and Recreation

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Adult & Youth Programs	2022 Cost	2023 Proposed fee	Cost Recovery Model
Adult Sports – player & team fees combined below as a range			
Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$1020	\$825	4
Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850	\$825	4
Fall Men's Softball Fee (Player & Team Fee Combined) 10 games	\$165 Team \$24 per player	\$395	4
Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs	\$165 Team \$24 per player	\$395	4
Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs	\$50	\$50	4
Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs	\$30	\$30	4
Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs	\$40	\$40	4
Kickball Player Fee	\$14	Discontinued	4
Kickball Team Fee	\$135	Discontinued	4
Men's & Women's Volleyball Resident Player Fee	\$30	Discontinued	4
Men's & Women's Volleyball Non-Resident Fee	\$55	Discontinued	4
Co-Rec Volleyball Resident Fee	\$30	Discontinued	4
Co-Rec Volleyball Non-Resident Fee	\$55	Discontinued	4
Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs	\$235	\$425	4
Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs	\$205	\$425	4
Men's Rusty Racquets	\$5	\$5	4
Women's Rusty Racquets	\$5	\$5	4
Women's Thursday Morning Drill	\$10	\$10	4
Youth Sports Programs	2022 Cost	2023 Proposed fee	Cost Recovery Model
Youth Sports fees per player			
T-Ball	\$37	\$42	3
Mini Sluggers Baseball	\$40	\$45	3
Little League Baseball Level 1 (Grade 2)	\$65	\$67	3
Little League Baseball Level 2 (Grade 3-4)	\$85	\$87	3
Mini Crush Softball (Grade K-2)	\$60	Discontinued	3
Junior Crush Softball (Grade 3-5)	\$60	Discontinued	3
Soccer	\$46	\$50	3
Boys Lacrosse	\$50	\$57	3
Girls Lacrosse	\$25	\$32	3
Football (Grade 1-2)	\$26	\$32	3
Football (Grade 3-6)	\$75	\$87	3
Volleyball (Grade 1-2)	\$26	\$30	3
Volleyball (Grade 3-6)	\$45	\$52	3
Basketball (Grade K-2)	\$40	\$45	3
Basketball (Grade 3-6)	\$50	\$55	3
Adaptive Baseball	\$37	\$40	2

Owatonna Parks and Recreation Fees Manual 2023 DRAFT

Adult Leisure Pursuits	2022 Cost	2023 Proposed fee	Cost Recovery Model
Membership	\$40	\$40+Tax	4
Variety of regular programs (average cost range)	\$0-\$20	\$0-\$20 +Tax	4
Trips (average cost range)	\$20-\$100	\$20-\$100 +Tax	4
Adaptive Recreation	2022 Cost	2023 Proposed fee	Cost Recovery Model
Adaptive Recreation weekly programs (cost varies depending on supplies needed)	0-\$7	\$0-\$7	3
Bowling League – Monday Nights weekly rate	\$8.25	Cost of Bowling Alley Rate + \$1	4
Leisure Swim – 5 weeks	\$45	Discontinued	3
Special Events/Family Programs	2022 Cost	2023 Proposed fee	Cost Recovery Model
Winter Weekend Out/Summer Weekend Out (fees vary per activity)	0-\$10	\$0	1
Ducky Dash	RSWP Daily Admission	RSWP Daily Admission	1-2
Family Ice Fishing (Winter Weekend Out)	Free	Free	3-4
Family Programs	\$4-\$6	\$5-\$7	3-4
Camps	\$5-\$70	\$25-\$90	3-4
OTHER	2022 Cost	2023 Proposed fee	Cost Recovery Model
Late fees	\$10	\$25	
Escape the Heat	N/A	Free	



Parks, Trails, Recreation & Facilities Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Warsinski Chalet Independent Contractor Agreement - Martin Equipment, Inc

Purpose:

Request City Council approval of winter operation at the Warsinski Chalet in Morehouse Park with Martin's Equipment for the 2022-2023 season. This Independent Contractor Agreement includes the warming house and outdoor skating activities.

Background:

The winter outdoor ice-skating operation at Morehouse Park is open December through March as weather permits. The operation includes the Warsinski Chalet warming house, general outdoor activities and four skating areas (North & South ponds, hockey rink and river skating).

The scope of Martin's Equipment contract includes all services required in the sale and rental of ice skating, cross-country ski and snowshoe merchandise, and the sale of food concessions. The City will provide Guest Services staff, under the supervisor of the City Parks and Recreation Department, to monitor the outdoor skating operation at Morehouse Park during the open hours of the Chalet.

The city received a letter on November 23, 2022 from North Risk Partners regarding the League of Minnesota Cities position on the exposure of ice skating on the Straight River. Although the city is currently within coverage for this activity, the future probability remains high that an exclusion could be applied to river skating. If a future policy excludes river skating, the City will need to cease the activity to remain in good standing with the policy, according to North Risk Partners.

The staff work with the Fire Department and follow established best practices protocols throughout the Winter Operations for the safety of staff, patrons and equipment.

Budget Impact:

The contractor retains all revenues related to the equipment rental and concessions sales. The contractor supplies their own supplies, rental and concessions equipment and staff to operate the equipment rental and concessions operation. The contractor provides the supervision/monitoring of the Morehouse Park warming house.

The city will continue to provide Guest Service staff for the outdoor skating areas, which funds are included in the Parks and Recreation operating budget.

The city receives rental revenue for the times the chalet is open in the amounts of:

- \$100 per week for a seven-day week
- \$70 per week for a four-day week

Or deduction for:

- A \$8 per day deduction for each day that the facility is closed
- \$5 per day deduction if the river skating is closed

Staff Recommendation:

Staff recommends approving the agreement

Attachments:

1. Warsinski Chalet Agreement

WARSINSKI CHALET INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20th day of December 2022 by and between the City of Owatonna, a municipal corporation, hereinafter referred to as City, and Martin Equipment, Inc. hereinafter referred to as Contractor.

WHEREAS, City owns and operates the Warsinski Chalet facility located within the City of Owatonna and deems it appropriate to have the following services performed at said Warsinski Chalet Facility: sale of cross country ski, snow shoe and skate related merchandise, and rental of cross country skis, snow shoes and equipment and rental of ice skates, and the sale of food concessions.

WHEREAS, Contractor desires to provide such services and owns equipment necessary to provide such services; and

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

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

CONTRACTOR RESPONSIBILITIES:

1. **Work Performed.** The work to be performed by Contractor includes all services required in the sale and rental of ice skating, cross-country ski and snowshoe merchandise, and the sale of food concessions.
2. **Supervision.** Contractor shall provide all functions of supervision within the Warsinski Chalet Facility and carry out and adhere to all policies and guidelines spelled out by the City for the months of December 2022, January, February, and March of 2023.
3. **Contractor's Staff.** Contractor shall be responsible in selecting staff as needed for performing duties to perform services that will be employed by the Contractor. Contractor is expected to orientate staff regarding their duties, facility policies, and public relations. Contractor shall perform background checks on its employees, agents and subcontractors providing services under this agreement. The cost of the background checks will be borne by Contractor.
4. **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 of Parks and Recreation ("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.

5. **Park and Recreation Department Contact.** Contractor shall report directly to the Recreation Manager or appointed designate.
6. **Public Relations.** Contractor shall assist the Recreation Manager to market and promote the Outdoor Skating Facility so as to increase usage.
7. **Support of Activities.** Contractor shall work with Park and Recreation Department staff on providing specialized program for youth and adults during the contract period. All activities and programs shall be coordinated with the Park and Recreation Department staff.
8. **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.
9. **Use of Facility.** Contractor is entitled to use the Warsinski Chalet Facility to carry out the terms of this agreement. Contractor shall remit to the City the total sum for the season one week after closing. The amounts are payable as follows:
 - a. The 2022-2023 season, payable in the amounts of \$100.00 per week for a seven-day week or \$70.00 per week for a four-day week. The facility is open during the months of December, January, February, and March. With a \$8.00 per day deduction for each day that the facility is closed or \$5.00 per day deduction if the river portion of the skating facility is closed.
10. **Contractor's Expenses.** Contractor shall furnish at his own expense, all inventory, labor, materials, equipment, licenses and other items necessary to carry out the terms of this contract. Contractor shall inform the Recreation Manager of any items or service which is City's obligation to provide.
11. **Food Handlers License.** Contractor shall have posted at the Food Concession Area the respective year Food Handlers License through the State of Minnesota Department of Agriculture or Department of Health.

CITY'S RESPONSIBILITIES:

1. **Storage Space.** The city will provide the Contractor a storage location for equipment and supplies in the Warsinski Chalet Facility five days prior to and after the months of December and March.

2. **Exclusive Rights to Sale and Rental.** Contractor shall have exclusive rights in the sale and rental of cross-country ski, snow shoes, and skate related merchandise and Food Concessions at the Warsinski Chalet Facility during the term of this contract.
3. **City Retains Authority.** The City will be responsible for making the decision to close the Warsinski Chalet Facility due to weather or other purposes.
4. **Staff.** The City shall provide staff at the Skating Rink during the times of operation to monitor the outdoor skating areas and conduct other City related functions associated with the Skating Rink operation. All City Staff shall be

GENERAL CONDITIONS:

1. **Relationship.** The parties intend that the legal relationship between the City and the above named Contractor is a relationship between the City and an Independent Contractor. City is interested only in the results to be achieved and the conduct and control of the work will lie solely with Contractor. Contractor shall at all times be free to exercise initiative, judgement and discretion as to how best to perform services identified herein. Contractor is not to be considered an agent or employee of the City for any purpose and the employees or sub lessees of Contractor are not entitled to any of the benefits that the City provides for its employees.
2. **Warsinski Chalet Facility Hours.** Contractor's hours of operation shall be the same as those hours of operation established by the Park and Recreation Department for the Warsinski Chalet facility.
3. **Revenue.** It is understood and agreed that all other fees established by the Owatonna Park and Recreation Board belong to the City.
4. **Facility Control.** (a) The Owatonna Park and Recreation Board, subject to approval by the Owatonna City Council, shall retain full control of the operation and maintenance of the Warsinski's Chalet Facility, including employment and supervision of city employees. (b) The services to be performed by Contractor are subject to the control of Contractor
5. **Maintenance and Utilities.** City 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.
6. **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.

7. **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.
8. **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 Warsinski Chalet Facility.
9. **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.
10. **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.

11. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all personal property belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said personal property are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.

12. **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: City of Owatonna Parks and Recreation
 Attn: Recreation Manager
 540 West Hills Circle
 Owatonna, MN 55060

If to Contractor: Martin Equipment
 Attn: Al Martin
 2523 County Rd 45 South
 Owatonna, MN 55060

13. **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.

14. **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. Contractor 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. Amendment. This Agreement may be amended only upon mutual written agreement of the parties.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

15. **Term**. This contract shall expire on March 31, 2023.

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

**CITY OF OWATONNA
EQUIPMENT**

By _____

Printed Name Tom Kuntz

Title Mayor

Date _____

By _____

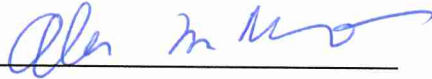
Printed Name Kris Busse

Title City Administrator

Date _____

CONTRACTOR,

MARTIN

By 

Printed Name ALLAN MARTIN

Title Owner - MARTIN

Date 12-19-2022 Equipment
Inc.



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Troy Klecker, Director
SUBJECT: Annexation Agreement - Owatonna Township

Purpose:

City Council approval of the proposed annexation agreement with Owatonna Township.

Background:

The City of Owatonna has had an annexation agreement with Owatonna Township since the late 1980s. This has allowed property to be annexed into the city in an orderly fashion based on certain criteria being met in the agreement. Owatonna Township has been very cooperative in assisting the city in accommodating growth and it is important to maintain that relationship for continued growth.

The existing annexation agreement expires December 31, 2022 and staff has been meeting with Owatonna Township officials on the proposed annexation agreement. We simplified the agreement this year, eliminating some sections from the agreement. The biggest change is the amount of reimbursement for lost taxes that will be paid to Owatonna Township. Under the current agreement, the City reimbursed the Township for 2 1/2 years of Township taxes at the time of annexation. The proposed agreement states the Township would be reimbursed 10 years of township taxes at the time of annexation. The City will require this annexation fee for the petitioner, so it will not be a City cost. In return for the increase for reimbursement, more land was added to the annexation agreement map which will allow more options for development.

Owatonna Township has approved the agreement. This agreement can be extended annually if both the City and the Township agree.

Budget Impact:

Although the amount to be reimbursed to the Township is increasing in the new agreement, the reimbursement will be paid by the petitioner and not the City so the City will actually save money.

Staff Recommendation:

Staff recommends approval of this Annexation Agreement with Owatonna Township.

Attachments:

1. Township-City Agreement - Owatonna Township

CITY –TOWNSHIP ANNEXATION AGREEMENT

Effective January 1, 2023

The City of Owatonna and the Town of Owatonna do hereby enter into this Annexation Agreement.

PURPOSE

The purpose of this Annexation Agreement shall be to provide land areas for the growth of the City of Owatonna and further, to provide for the protection of agricultural and other lands within the Town of Owatonna from urban and suburban development and to promote an organized framework for systematic annexation, provided that the described areas are determined to be ready for annexation.

AREA A

This area has relatively immediate development potential. The City will support annexations within this area in as much as extension of services can be done in an orderly and cost effective way. The Township will not object to annexation requests within these areas, provided the City will install water and sewer within two years after annexation. Furthermore, Township will prohibit non-farm uses of the property in these areas. In instances where individual property owners can substantiate that within the previous five years from when city sanitary sewer becomes available, at least \$900 has been spent to refurbish or reconstruct the on-site sewage treatment system and that such system is functioning properly and conforming to applicable codes, the property owner may defer hooking up to the city's sewer system for a period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be connected to city sewer and water lines, existing on-site systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid in conformance with prevailing assessment policy and the original interest rate.

AREA B

1. The City views this area as having potential for industrial and possibly some limited commercial expansion. The City views the area as being available for continued commercial/industrial expansion and will support annexation as long as such proposals will provide for the orderly extension of streets and utility services. While this area is under Township jurisdiction only farm uses shall be permitted.

AREA C

1. These areas have a largely residential development potential. The City will accept requests for annexation based on the ability to extend city services to the property, the costs of such extensions, and how such costs shall be born. Total annexations in this area shall not exceed 65 acres in any year that the agreement is in effect. A specific petition for annexation shall not exceed 60 acres and the City may require that such request be reduced in area in a manner

specified by the City. The Township shall not object to annexations within this area that are in compliance with the terms of this agreement.

2. These areas have residential development potential. The City will not support annexation within these areas until such time that the number of available single family lots in the City with utility services in place falls below 350. In addition, such parcels proposed for annexation must border City Limits by no less than 20% of the property's perimeter. While the area is under Township jurisdiction, the only new uses permitted shall farm uses.

GENERAL PROVISIONS

1. Requests for annexations shall be presented to the Owatonna Town Board for review unless both the City and Township waive this provision.

2. The Annexation Agreement shall be in effect for one year. Each year the agreement may be reviewed and upon majority vote of the governing bodies, a one year extension of the agreement with any approved revisions shall be made.

3. Relative to references to commercial and industrial development, proposed development shall mean imminent construction of buildings and structures or the platting of property into lots for future sale if the total property to be annexed is not larger than 160 acres and available property zoned for industrial uses within City Limits and west of I-35 drops below 150 acres with not less than two parcels of 40 acres (no side of which is over 1600 feet in length).

4. The terms of this agreement may be altered by joint resolution of the Township and City.

5. The City shall reimburse the Township for lost property taxes for annexed property. The petitioner will be responsible for paying the 10 years of the township share of property taxes as a portion of the application fee to the City. The City will send a check to Owatonna Township within 90 days of the annexation being approved by the Administrative Law Judge.

6. Within the designated annexation areas the Township will give the City written notice prior to all zone change requests, requests for subdivision, variances, conditional uses and non-farm building permits.

7. The term "farm uses" as used in this agreement, shall mean such uses commonly associated with the growing of produce on farms; including field crop farming, pasture for hay, fruit growing, tree, plant, shrub or flower nursery, truck gardening and the raising of livestock but not including commercial feedlots; and accessory operations that are clearly secondary, incidental and directly related to the farming operation.

8. If the City, by way of operation of this agreement or petition by a property owner desires to annex property, the City shall notify the Township of the proposed annexation which should include the following:

- A. Description and map of the parcel to be considered.
- B. The proposed use and development of said property.
- C. The proposed services to be provided including water, sewer, police, fire, refuse and roads. Said list is not exclusive and can include additional municipal services.

- D. The staging or time period in which the annexation is to occur and the period that the services will be developed.
- E. Any change that is required in the Comprehensive Plan and/or zoning and subdivision ordinance of the City.

9. At the time of purchase, the City shall reimburse the Township for lost property taxes on property in the Township that is purchased by the City, such amount to be equivalent of ten years tax revenue collected by the Township for the property purchased.

IN WITNESS WHEREOF both parties have caused this agreement to be executed on the date opposite their signatures below.

TOWNSHIP OF OWATONNA

BY *Gerry Katzung*
Chairman

Laura D. [Signature]
Town Clerk

DATE 12/13/2022

CITY OF OWATONNA

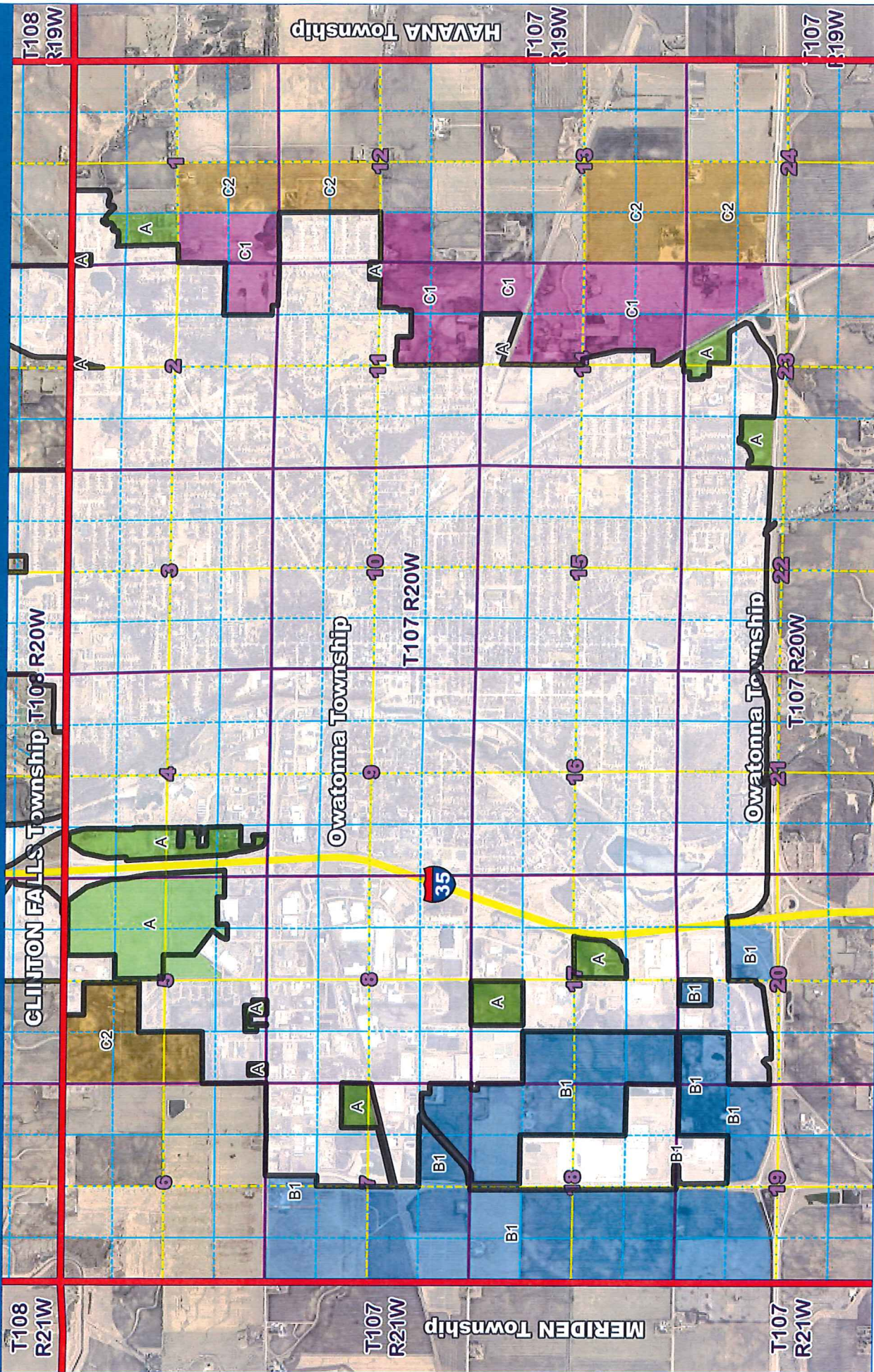
MAYOR _____

Attest _____
City Administrator

DATE _____

2023 Owatonna Township Orderly Annexation Map

City of Owatonna



- Municipal Limits
- Quarter Section
- Section
- Township
- Owatonna Twnshp - A
- Owatonna Twnshp - B1
- Owatonna Twnshp - C1
- Owatonna Twnshp - C2





Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Troy Klecker, Director
SUBJECT: Lodging Tax Agreement - Owatonna Area Chamber of Commerce

Purpose:

City Council approval of Lodging Tax Agreement with Owatonna Area Chamber of Commerce

Background:

The City of Owatonna has had a lodging tax agreement with Owatonna Area Chamber of Commerce since the inception of the lodging tax. Lodging Tax consists of a 3% tax added to lodging revenues from overnight stays at our hotels. That cumulative tax amount minus administrative fees kept by the City is given to the Chamber of Commerce for tourism activities for the city, including provision of a Tourism Director position.

The existing lodging tax agreement will expire on December 31, 2022. The only changes to the agreement are changes to the committee structure for tourism. This will provide for more input and accountability for tourism activities. This agreement is for a 3-year period.

Budget Impact:

There is no budget impact with this agreement.

Staff Recommendation:

Staff recommend approval of this agreement.

Attachments:

1. Lodging Tax Agreement

City of Owatonna
Lodging Tax Agreement

This AGREEMENT made between the Owatonna Economic Development Authority, a municipal corporation (hereinafter referred to as the “EDA”), and the Owatonna Area Chamber of Commerce and Tourism (hereinafter referred to as the “Chamber”).

WHEREAS, the City of Owatonna has created the EDA to oversee and manage the economic development functions of the City; and

WHEREAS, the City of Owatonna has imposed a tax on lodging to stimulate the growth of tourism within the City; and

WHEREAS, tourism is important to the economic health of the community and the Chamber’s organizational structure is committed to promoting tourism in collaboration with the EDA,

NOW THEREFORE, the parties agree as follows:

1. TERM. The term of this Agreement shall begin on January 1, 2023, and shall terminate on December 31, 2025.

2. SERVICES RENDERED BY CHAMBER. The Chamber shall furnish the following services:

- (a) The Chamber will utilize lodging taxes to support tourism development consistent with state law.
- (b) Informational services in answering inquiries about events and attractions in the community.
- (c) Provide planning, coordination, and registration assistance to organizations and groups planning visits to or conventions in the community.
- (d) Provide support materials to visitors including such items as name badges, city maps, accommodations lists, general information, etc.
- (e) Prepare a marketing strategy that utilizes a website and multi-media approach to attract new visitors to the community.
- (f) Represent the community at appropriate trade shows, conventions, exhibits and other group meetings that would provide the potential to generate additional tourist and/or convention visits.

Tracking will include:

- Website analytics
- Lodging Occupancy %
- Number of Events attracted
- Social media engagement/analytics

3. CHARGES. All services, excluding support materials, provided pursuant to paragraph two (2) of this Agreement, shall be without charge to the person or organization utilizing such services.

4. BUDGET. The Chamber shall submit its annual operating budget for tourism promotion to the EDA. Such budget shall detail the uses to which monies received shall be spent to provide the services described in paragraph two (2) of the Agreement.

5. TOURISM ADVISORY COMMITTEES.

Tourism Marketing Committee

A designated committee of 9-11 shall be appointed by the Conventions & Tourism Director. This committee shall consist of representatives of businesses and organizations that play a role in bringing visitors to Owatonna through events, meetings, tournaments, leisure activities, group tours and employment. This committee will meet no less than 6 times per year in person or virtually.

Role & Purpose of committee: To offer feedback and marketing recommendations in regards to the allocation of the lodging tax dollars with the intention of benefitting overall Owatonna Tourism.

Terms- 3 years (rotating): a committee of 9-11 with no more than 4 rotating off each year

Committee Representation: Individuals on the committee may consist of, but is not limited to, representatives from lodging properties, attractions, retail, restaurants, places of employment and meeting, event & sports venues.

Lodging Representatives Committee

Representatives from the lodging properties shall meet monthly to review occupancy rates, and statistics, offer feedback of marketing plans and tactics in place.

Quarterly Education Presentation

Quarterly, the tourism director will organize and offer an opportunity for all interested representatives of businesses and organizations to hear about marketing updates and education about opportunities within the tourism industry.

6. TOURISM EXECUTIVE ADVISORY COMMITTEE. The EDA shall appoint an advisory committee to the Chamber. This executive committee shall review the annual tourism budget at least once a year and personnel matters relative to tourism as deemed necessary, and make recommendations to the Chamber. The committee shall consist of up to 6 members representing separate lodging properties, 2 members representing separate tourist attractions, 2 members representing members of the Chamber and 1 EDA member.

7. FUNDING. Within 45 days of the monthly tax report date, the EDA shall remit to the Chamber for funding, 95% of the lodging tax payments received by the EDA, less refunds, during the term of this Agreement.

8. REPORTING. As part of the budget submission requirements of paragraph four (4), the Chamber shall submit an annual program of work for tourism promotions that outlines the major goals to be addressed and initiatives to be accomplished by the Chamber during the funding period. In addition, the Chamber shall submit to the EDA quarterly progress reports containing information relative to work program performance.

9. VERIFICATION OF EXPENDITURES. The Chamber will provide the EDA a copy of its monthly financial statements and annual audit. The EDA treasurer and/or City Finance Director shall have the right of access to the books and records of the Chamber to audit any item of revenue or expenditure from the lodging tax. The cost of audits directed by the EDA or City shall be paid from the lodging tax funds.

10. HOLD HARMLESS. Any and all employees of the Chamber or any other person, while engaged in the performance of any service required by the Chamber under this Agreement, shall not be considered employees of the EDA or City, and any and all claims made by the third party as a consequence of any act or omission on the part of the Chamber, or its agents or employees or other person while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of the EDA or City. In connection therewith, the Chamber hereby agrees to indemnify, save, and hold harmless, and defend the EDA or City and all of their officers, agents, and employees from any and all claims, demands, actions, or causes of actions, including costs of suit and attorney fees, of whatever nature or character arising out of or by reason of the execution or the performance of the services provided for in this Agreement. The Chamber shall provide the EDA with a certificate of insurance naming the EDA and City as additional insured.

11. DISCRIMINATION. The Chamber, in providing services hereunder shall comply with the provisions of Minnesota Statutes Section 181.59 as the same may be amended from time to time. Minnesota Statutes Section 181.59 is incorporated in this Agreement as though set forth in its entirety and the Chamber shall not discriminate against any person or firm in any of its activities hereunder on the basis as established by State law.

12. INSURANCE. The Chamber shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance shall provide comprehensive general liability and property damage coverage to the Chamber and its employees and agents in such amounts not less than \$1,000,000. The Chamber shall also carry worker's compensation as required by Minnesota Statutes Section 176.182 and provide the EDA with proof of compliance before commencing to provide services hereunder.

13. TERMINATION. This Agreement may be terminated by either party upon a sixty (60) day written notice.

13. LAWS. The Chamber will comply with all applicable federal, state, and local laws in the performance of its obligations hereunder.

14. INTEGRATION. This document is fully integrated, embodying the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date to follow given.

This _____ day of _____, 20__.

OWATONNA ECONOMIC DEVELOPMENT AUTHORITY

By: _____	By: _____
President	Secretary

OWATONNA AREA CHAMBER OF COMMERCE AND TOURISM

By: _____	By: _____
Chairman of the Board	President/CEO

RECAP:

\$	68,321.72	Acme Tuckpointing - Firehall roof & tower \$47,374.22 - City Hall tuckpointing \$20,947.50
	29,105.32	Central Farm Service - Fleet fuel & lubricants
	389,935.04	Costco Wholesale - TIF
	113,163.27	Cybex International - TIF
	168,285.60	Daikin Applied Americas - TIF
	49,903.30	Equity Growth - TIF (Hamilton downtown apartment -Metropolitan)
	28,050.58	Fareway Stores - TIF
	20,226.39	Kerry Inc - TIF
	130,228.00	League of MN Cities Ins Trust - Workers Comp premium Jan-Mar 2023
	25,457.58	OPU - 2 P&R Vehicles \$20,504.00 - Airport utilities \$2970.70 - Viracon TIF \$1982.88
	26,762.95	Pro-Pet LLC - TIF
	22,472.33	South Pointe II LLC - TIF (18th St SE apartment #2)
	30,947.52	South Pointe Owatonna - TIF (18th St SE apartment)
	118,115.52	Southeast Service Coop - Nov 2022 Health Insurance premiums
	133,415.23	Viracon - TIF
	247,510.75	OTHER EXPENDITURES
\$	<u>1,601,901.10</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					
371256	12/08/22	SCHAD INC	6,260.00	0	Regular
371257	12/08/22	STEELE COUNTY AUDITOR	75.00	0	Regular
371258	12/08/22	STEELE COUNTY RECORDER	66.66	0	Regular
371259	12/20/22	GLOBAL PAYMENTS INTEGRATED	2,054.92	R	Wire Transfer
371260	12/20/22	MERCHANT SERVICES	687.42	R	Wire Transfer
371261	12/20/22	MN DEPT OF LABOR AND INDUSTRY	1,942.15	R	Wire Transfer
371262	12/20/22	MN DEPT OF REVENUE	3,117.54	R	Wire Transfer
371263	12/20/22	PAYMENTECH	49.69	R	Wire Transfer
371264	12/20/22	SOUTHEAST SERVICE COOPERATIVE	118,115.52	R	Wire Transfer
371265	12/20/22	US BANK	19,888.85	R	Wire Transfer
371266	12/20/22	WEX BANK	1,367.33	R	Wire Transfer
371267	12/20/22	WEX HEALTH INC	357.50	R	Wire Transfer
371268	12/20/22	ACME TUCKPOINTING & RESTORATIO	68,321.72	0	Regular
371269	12/20/22	Allison Ritter	225.00	0	Regular
371270	12/20/22	ALEXANDER LUMBER COMPANY	145.55	0	Regular
371271	12/20/22	AMERICAN ENGINEERING TESTING	4,788.08	0	Regular
371272	12/20/22	ANNA K MARTIN	28.04	0	Regular
371273	12/20/22	APG MEDIA OF SO MINNESOTA LLC	95.00	0	Regular
371274	12/20/22	ARAMARK UNIFORM SERVICES INC	487.62	0	Regular
371275	12/20/22	ARNOLD'S OF MANKATO INC	1,045.14	0	Regular
371276	12/20/22	ARROW ACE HARDWARE	253.98	0	Regular
371277	12/20/22	ASBESTROL INC	643.00	0	Regular
371278	12/20/22	ASPEN MILLS	446.96	0	Regular
371279	12/20/22	B & B COLE PROPERTIES LLC	9,113.68	0	Regular
371280	12/20/22	Barb Granowski	130.38	0	Regular
371281	12/20/22	Barb Wiese	82.50	0	Regular
371282	12/20/22	BATTERIES PLUS BULBS LLC	69.99	0	Regular
371283	12/20/22	BCT MINNEAPOLIS	9.68	0	Regular
371284	12/20/22	Beatrice Oberg	165.00	0	Regular
371285	12/20/22	Beth Younquist	90.75	0	Regular
371286	12/20/22	Beverly Lysne	82.50	0	Regular
371287	12/20/22	BENJAMIN R JOHNSON	31.86	0	Regular
371288	12/20/22	BLACKSTONE PUBLISHING	124.55	0	Regular
371289	12/20/22	Bonnie Johnston	93.50	0	Regular
371290	12/20/22	BRENT L SOLAND	350.00	0	Regular
371291	12/20/22	C&D OIL SERVICES OF WASECA LLC	60.00	0	Regular
371292	12/20/22	Carol Kirchner	88.00	0	Regular
371293	12/20/22	Cathy Torrey	167.75	0	Regular
371294	12/20/22	CARQUEST	745.40	0	Regular
371295	12/20/22	CCP INDUSTRIES INC	151.22	0	Regular
371296	12/20/22	CDW GOVERNMENT INC	86.00	0	Regular
371297	12/20/22	CEMSTONE PRODUCTS CO	290.92	0	Regular
371298	12/20/22	CENGAGE LEARNING INC/GALE	58.40	0	Regular
371299	12/20/22	CENTER MASS INC	1,039.89	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371300	12/20/22	CENTRAL FARM SERVICE	29,105.32	0	Regular
371301	12/20/22	Charles Newgard	225.50	0	Regular
371302	12/20/22	Cheryl Couture	165.00	0	Regular
371303	12/20/22	Cheryl Hancock	137.50	0	Regular
371304	12/20/22	Cindy Katzung Hokanson	110.00	0	Regular
371305	12/20/22	Clark Gustafson	165.00	0	Regular
371306	12/20/22	CLIFTONLARSONALLEN LLP	787.50	0	Regular
371307	12/20/22	CLUB PROPHET SYSTEMS	530.00	0	Regular
371308	12/20/22	Corinne Talley	198.00	0	Regular
371309	12/20/22	CORPORATE RECOGNITION	1,867.86	0	Regular
371310	12/20/22	COSTCO WHOLESALE CORPORATION	389,935.04	0	Regular
371311	12/20/22	COVERALL OF THE TWIN CITIES	4,770.00	0	Regular
371312	12/20/22	CRYSTEEL TRUCK EQUIP	2,122.22	0	Regular
371313	12/20/22	CULLIGAN OF OWATONNA	33.83	0	Regular
371314	12/20/22	CURT'S TRUCK & DIESEL SERVICE	4,999.72	0	Regular
371315	12/20/22	CYBEX INTERNATIONAL INC	113,163.27	0	Regular
371316	12/20/22	D & M CONSTRUCTION LLC	714.00	0	Regular
371317	12/20/22	Daniel Axmark	88.00	0	Regular
371318	12/20/22	Daniel Gorman	184.25	0	Regular
371319	12/20/22	Daniel Hoff	79.75	0	Regular
371320	12/20/22	Daryl Kanne	99.00	0	Regular
371321	12/20/22	DAIKIN APPLIED AMERICAS INC	168,285.60	0	Regular
371322	12/20/22	DAVIS MECHANICAL SYSTEMS INC	5,308.00	0	Regular
371323	12/20/22	Deloris Slack	192.00	0	Regular
371324	12/20/22	DEANS WESTSIDE TOWING	150.00	0	Regular
371325	12/20/22	Diane Spellmeyer	110.00	0	Regular
371326	12/20/22	Diane Wilson	110.00	0	Regular
371327	12/20/22	EARL F ANDERSEN & ASSOC	1,885.75	0	Regular
371328	12/20/22	EBSCO INFORMATION SERVICES	4,814.71	0	Regular
371329	12/20/22	Eileen Wohlenhaus	165.00	0	Regular
371330	12/20/22	Elizabeth Rossi	88.00	0	Regular
371331	12/20/22	ENVIRONMENTAL EQUIP & SERV INC	627.71	0	Regular
371332	12/20/22	EQUITY GROWTH	49,903.30	0	Regular
371333	12/20/22	Eric Wandersee	99.00	0	Regular
371334	12/20/22	ETHAN CORDS	5.42	0	Regular
371335	12/20/22	ETHAN CORDS	53.75	0	Regular
371336	12/20/22	FAREWAY STORES INC	28,050.58	0	Regular
371337	12/20/22	FASTENAL COMPANY	486.00	0	Regular
371338	12/20/22	FIRST SUPPLY OWATONNA	1,786.75	0	Regular
371339	12/20/22	FLAGSHIP RECREATION	9,622.51	0	Regular
371340	12/20/22	FOREMOST PROPERTIES	2,003.18	0	Regular
371341	12/20/22	FOUR SEASONS ELECTRIC	5,284.48	0	Regular
371342	12/20/22	Frances Kubista	88.00	0	Regular
371343	12/20/22	Frances Pederson	88.00	0	Regular
371344	12/20/22	Gary Mohr	167.75	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371345	12/20/22	George Sierakowski	154.00	0	Regular
371346	12/20/22	GERALD W OR JANET C BESSER	228.00	R	ACH
371347	12/20/22	Glenda Granowski	214.50	0	Regular
371348	12/20/22	GREAT NORTHERN ENVIRONMENTAL	336.58	0	Regular
371349	12/20/22	GREAT PLAINS FIRE INC	178.63	0	Regular
371350	12/20/22	Gwen Lysne	88.00	0	Regular
371351	12/20/22	HDS LLC	3,305.00	0	Regular
371352	12/20/22	Hildegard Kehler	245.88	0	Regular
371353	12/20/22	HODGMAN CONCRETE & MASONRY LLC	1,428.00	0	Regular
371354	12/20/22	HUBER SUPPLY CO INC	634.36	0	Regular
371355	12/20/22	ICS CONSULTING INC	12,245.14	0	Regular
371356	12/20/22	IFACS	1,344.51	0	Regular
371357	12/20/22	INNOVATIVE OFFICE SOLUTIONS	200.31	0	Regular
371358	12/20/22	James Taylor	88.00	0	Regular
371359	12/20/22	Jane Parr	93.50	0	Regular
371360	12/20/22	Jean Westberg	165.00	0	Regular
371361	12/20/22	JJD COMPANIES LLC	1,530.00	0	Regular
371362	12/20/22	Joan Salmonson	77.00	0	Regular
371363	12/20/22	John Thompson	88.00	0	Regular
371364	12/20/22	JONES HAUGH & SMITH INC	1,374.85	0	Regular
371365	12/20/22	Judith Erck	210.00	0	Regular
371366	12/20/22	Judith Tiede	115.50	0	Regular
371367	12/20/22	Juliana Skluzacek	88.00	0	Regular
371368	12/20/22	Julie Thompson	104.50	0	Regular
371369	12/20/22	Karen Kanne	77.00	0	Regular
371370	12/20/22	Kate Sisler	82.50	0	Regular
371371	12/20/22	Kathleen Born	181.50	0	Regular
371372	12/20/22	Kathleen Schumacher	192.50	0	Regular
371373	12/20/22	Kay Oberle	110.00	0	Regular
371374	12/20/22	Kelli Halliquist	167.75	0	Regular
371375	12/20/22	Ken Torrey	170.50	0	Regular
371376	12/20/22	Kent Rossi	93.50	0	Regular
371377	12/20/22	KERRY INC	20,226.39	0	Regular
371378	12/20/22	Kimberly Schaufenbuel	74.25	0	Regular
371379	12/20/22	Kirk Griebel	79.75	0	Regular
371380	12/20/22	Kirk Oswald	88.00	0	Regular
371381	12/20/22	KUNTZ THOMAS A	43.89	0	Regular
371382	12/20/22	KWIK TRIP INC	314.17	0	Regular
371383	12/20/22	LaDonna Flowers	88.00	0	Regular
371384	12/20/22	Laura Jensen	93.50	0	Regular
371385	12/20/22	LARRY THORNHILL	20.00	0	Regular
371386	12/20/22	LeAnne Masche	239.25	0	Regular
371387	12/20/22	LEADERSHIP GROWTH GROUP	742.43	0	Regular
371388	12/20/22	LEAGUE OF MN CITIES INS TRUST	130,228.00	0	Regular
371389	12/20/22	LEXIPOL LLC	2,390.17	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371390	12/20/22	Lilly Christianson	88.00	0	Regular
371391	12/20/22	Linda Boorman	297.00	0	Regular
371392	12/20/22	Linda Gerardy	90.75	0	Regular
371393	12/20/22	Linda Hoffman	115.50	0	Regular
371394	12/20/22	Lisa Queen	170.50	0	Regular
371395	12/20/22	Lori Abbe	110.00	0	Regular
371396	12/20/22	Marcia Dahle	134.75	0	Regular
371397	12/20/22	Marie Larson	88.00	0	Regular
371398	12/20/22	Marilee Pfarr	209.00	0	Regular
371399	12/20/22	Mark Erickson	88.00	0	Regular
371400	12/20/22	Mark Johnston	93.50	0	Regular
371401	12/20/22	Mark Lysne	77.00	0	Regular
371402	12/20/22	Marlys Olson	77.00	0	Regular
371403	12/20/22	Mary Groff	88.00	0	Regular
371404	12/20/22	MACQUEEN EQUIPMENT CO	56.98	0	Regular
371405	12/20/22	MARCO TECHNOLOGIES LLC	849.75	0	Regular
371406	12/20/22	MAYO CLINIC HEALTH SYSTEMS	2,926.19	0	Regular
371407	12/20/22	MDI LP #41	6,670.53	0	Regular
371408	12/20/22	Melissa Spindler	261.00	0	Regular
371409	12/20/22	Metelynn Mohr	88.00	0	Regular
371410	12/20/22	MEDFORD SAND AND GRAVEL LLC	266.05	0	Regular
371411	12/20/22	MEI TOTAL ELEVATOR	881.07	0	Regular
371412	12/20/22	METRO SALES INC	581.15	0	Regular
371413	12/20/22	METRONET	216.17	0	Regular
371414	12/20/22	Michael Brown	187.00	0	Regular
371415	12/20/22	Mike Stormo	170.50	0	Regular
371416	12/20/22	MICHAEL BEACH COACHING & CONSU	800.00	0	Regular
371417	12/20/22	MIDWEST TAPE LLC	1,104.63	0	Regular
371418	12/20/22	MIKE'S MARINE & SMALL ENG REP	29.98	0	Regular
371419	12/20/22	MN OFFICE OF ADMIN HEARINGS	50.00	0	Regular
371420	12/20/22	MOUND OWATONNA LLC	2,502.16	0	Regular
371421	12/20/22	MRI SOFTWARE LLC	150.00	0	Regular
371422	12/20/22	MTI DISTRIBUTING INC	1,285.27	0	Regular
371423	12/20/22	Nancy Fichten-Rucks	88.00	0	Regular
371424	12/20/22	Nancy Voigt	187.00	0	Regular
371425	12/20/22	Naomi Jirele	93.50	0	Regular
371426	12/20/22	Naomi Uber	556.13	0	Regular
371427	12/20/22	Natalie Plumley	231.00	0	Regular
371428	12/20/22	Nathan Maas	101.75	0	Regular
371429	12/20/22	NAPA AUTO PARTS	357.40	0	Regular
371430	12/20/22	NEO ELECTRICAL SOLUTIONS LLC	6,161.56	0	Regular
371431	12/20/22	NORTHERN SAFETY TECHNOLOGY INC	413.54	0	Regular
371432	12/20/22	NORTHLAND FARM SYSTEMS	40.10	0	Regular
371433	12/20/22	OFFICE OF MNIT SERVICES	420.00	0	Regular
371434	12/20/22	OPENGOV INC	3,668.59	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371435	12/20/22	OWATONNA GROUNDMASTERS INC	510.00	0	Regular
371436	12/20/22	OWATONNA HEATING & COOLING INC	160.00	0	Regular
371437	12/20/22	OWATONNA MOTOR COMPANY	391.89	0	Regular
371438	12/20/22	OWATONNA PUBLIC UTILITIES	25,457.58	R	ACH
371439	12/20/22	P&R CONSTRUCTION LLC	714.00	0	Regular
371440	12/20/22	PARAGON PRINTING	917.82	0	Regular
371441	12/20/22	PDI	83.88	0	Regular
371442	12/20/22	Peter Kehler	198.00	0	Regular
371443	12/20/22	Philina Pierce	88.00	0	Regular
371444	12/20/22	PLUNKETT'S PEST CONTROL INC	470.19	0	Regular
371445	12/20/22	PRECISION LINING & SEWER LLC	1,122.00	0	Regular
371446	12/20/22	PRIME GARAGE DOOR & MORE	110.00	0	Regular
371447	12/20/22	PRO-PET LLC	26,762.95	0	Regular
371448	12/20/22	Randy Byam	93.50	0	Regular
371449	12/20/22	RACHEL BOSS	1,740.57	0	Regular
371450	12/20/22	RDO EQUIPMENT CO	370.99	0	Regular
371451	12/20/22	RENT N SAVE	3,049.60	0	Regular
371452	12/20/22	Rich Strom	93.50	0	Regular
371453	12/20/22	Rochelle Chicos	90.75	0	Regular
371454	12/20/22	Sandra McConn Halla	167.75	0	Regular
371455	12/20/22	Sandra Ost	99.00	0	Regular
371456	12/20/22	SANCO EQUIPMENT	264.18	0	Regular
371457	12/20/22	SCHWICKERT'S TECTA AMERICA LLC	2,206.69	0	Regular
371458	12/20/22	SELCO	8,073.74	0	Regular
371459	12/20/22	SENIORPLACE INC	53.00	0	Regular
371460	12/20/22	SEW & TELL LLC	19.00	0	Regular
371461	12/20/22	Sharon Clemens	159.50	0	Regular
371462	12/20/22	Sharon Gaulrapp	77.00	0	Regular
371463	12/20/22	Sharon Klein	249.00	0	Regular
371464	12/20/22	Shay Rohde	165.00	0	Regular
371465	12/20/22	Shelly Johnson	154.00	0	Regular
371466	12/20/22	Sheryl Keith	82.50	0	Regular
371467	12/20/22	Shirley Dawn Axmark	88.00	0	Regular
371468	12/20/22	SHANNON IACOVINO	115.50	0	Regular
371469	12/20/22	SHERWIN WILLIAMS COMPANY	574.56	0	Regular
371470	12/20/22	SHI CORP	344.00	0	Regular
371471	12/20/22	SHRED RIGHT	533.18	0	Regular
371472	12/20/22	SHRED RIGHT	40.00	0	Regular
371473	12/20/22	SIGN PRO OF OWATONNA	300.00	0	Regular
371474	12/20/22	SOUTH POINTE II LLC	22,472.33	0	Regular
371475	12/20/22	SOUTH POINTE OWATONNA	30,947.52	0	Regular
371476	12/20/22	SPLIT ROCK MANAGEMENT INC	3,751.00	0	Regular
371477	12/20/22	SPUTTERING COMPONENTS INC	4,541.74	0	Regular
371478	12/20/22	Steve Kaffine	88.00	0	Regular
371479	12/20/22	STAR TRIBUNE	53.85	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
371480	12/20/22	STEELE COUNTY AUDITOR	10,351.84	0	Regular
371481	12/20/22	STEELE COUNTY TREASURER	9,152.57	0	Regular
371482	12/20/22	STEWART DENISE	144.72	0	Regular
371483	12/20/22	STEWART SANITATION	2,742.96	0	Regular
371484	12/20/22	STREICHER'S INC	378.69	0	Regular
371485	12/20/22	Sue Calcamuggio	167.75	0	Regular
371486	12/20/22	Susan Strom	88.00	0	Regular
371487	12/20/22	SYNCHRONY BANK	2,446.88	0	Regular
371488	12/20/22	SYNCHRONY BANK - LOWE'S	696.83	R	ACH
371489	12/20/22	T-MOBILE	355.21	0	Regular
371490	12/20/22	Tamra Arnold	27.50	0	Regular
371491	12/20/22	Teresa Sanders	115.50	0	Regular
371492	12/20/22	TERMINIX	68.00	0	Regular
371493	12/20/22	TGK AUTOMOTIVE OF OWATONNA LLC	27.24	0	Regular
371494	12/20/22	Therese Murphy	88.00	0	Regular
371495	12/20/22	THOMAS R BONACCI	167.75	0	Regular
371496	12/20/22	THOMSON REUTERS	505.59	0	Regular
371497	12/20/22	Tim Schmidt	176.00	0	Regular
371498	12/20/22	TRI STATE BOBCAT	1,529.79	0	Regular
371499	12/20/22	TRI-COUNTY LAW ENFORCE ASSN	75.00	0	Regular
371500	12/20/22	UTILITY CONSULTANTS INC	1,755.25	0	Regular
371501	12/20/22	VENTURE HYDRAULICS INC	61.76	0	Regular
371502	12/20/22	VERIZON WIRELESS	2,307.27	0	Regular
371503	12/20/22	VIRACON	133,415.23	0	Regular
371504	12/20/22	WALBRAN & FURNESS CHARTERED	4,995.91	0	Regular
371505	12/20/22	WASTE MANAGEMENT OF WI-MN	472.00	0	Regular
371506	12/20/22	Wendell Engelstad	246.00	0	Regular
371507	12/20/22	WSB & ASSOCIATES INC	3,088.50	0	Regular
371508	12/20/22	XCEL ENERGY	220.30	0	Regular
371509	12/20/22	ZARNOTH BRUSH WORKS	665.00	0	Regular
371510	12/20/22	ZEP MANUFACTURING CO	157.28	0	Regular
371511	12/20/22	MATTHEW R HOKANSON	1,452.32	0	Regular

243	Checks total:	1,424,269.18
4	ACH total:	30,051.00
0	EFTPS total:	
9	Wire transfer total:	147,580.92
0	Payment Manager total:	
256	GRAND TOTALS	1,601,901.10



Ordinances



Public Works Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Second/Final Reading - Proposed Ordinance 22-13 Adjust Sanitary Sewer Rates

Purpose:

Requesting City Council approval of the second reading of Proposed Ordinance 22-13: Adjusting Sanitary Sewer Rates, related to Chapter 35 of the 2015 Ordinance Code of the City of Owatonna related to Appendix A Fee Schedule, (C) Sewer Rates, charges and fees, (2) Industrial sewer rates and charges established, (3) Domestic sewer rates and charges established.

Background:

Annual adjustments of the sanitary sewer rates are necessary to maintain adequate funding for future operations and to fund the costs of the wastewater treatment facility expansion.

Budget Impact:

The rate increase will result in increased revenue for the sanitary sewer fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposed Ordinance 22-13 Sanitary Sewer Rates

PROPOSED ORDINANCE 22-13

ORDINANCE NO. _____

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

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

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

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

4. Initial unit cost figures shall be:

- a. f = ~~\$0.34~~\$0.37/100 CCF;
- b. b = ~~\$446.25~~\$481.95/1,000 pounds of BOD; and
- c. ss = ~~\$273.00~~\$294.84/1,000 pounds of suspended solids.

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

(a) Rates and charges for domestic wastewater disposal service shall be ~~\$2.23~~ \$2.72 per 100 cubic feet of the average amount of water billed in the months of December, January, and February and billed starting in March and each subsequent month of the year at that calculated amount for residential customers. Commercial, Light SIU, and Heavy SIU shall be billed on actual water use monthly. To each such statement, each month shall be added a service charge based on the meter size as shown in the following table (effective ~~01/01/22~~01/01/2023).

Customer Class	Monthly
Residential	\$15.00 <u>\$16.20</u>
Commercial	\$17.16 <u>\$19.91</u>
Light SIU	\$52.00 <u>\$63.44</u>
Heavy SIU	\$676.00 <u>\$730.08</u>

1. Vacant rental units with individual meters shall be charged only the monthly service charge (effective 1/1/2016).
2. Single-family residential units that are not being serviced by the city water system shall be charged the equivalent of 7 CCF of wastewater, equaling ~~fifteen dollars and sixty onesix cents (\$15.61)~~ nineteen dollars and four cents (\$19.04) per month, plus service charge for residential meter (effective ~~01/01/2022~~ 01/01/2023).
3. A charge of ~~twelve dollars and forty-eight cents (\$13.38)~~ sixteen dollars and thirty-two cents (\$16.32) per month shall be made to new customers and to new residential construction based on 6 CCF commencing on the date of installation of the water meter and continuing until an average can be struck, from use in December, January and February in addition to the service charge based on the meter size. Customers moving within the city will be charged at the rate established at their previous residence until an average can be struck from use in December, January and February for the new residence (effective ~~01/01/2022~~ 01/01/2023).

(5) *Sewer hook-up charges.*

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

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

(1992 Code, § 540:15)

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

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

Passed and adopted this _____ day of ____, 202~~2~~³, with the following vote:

Aye __; No __; Absent __.

Approved and signed this ____ day of ____, 202~~2~~³.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: First Reading Proposed Ordinance 22-14: Vacate Portion of Utility Easement - Curt's Truck and Diesel

Purpose:

Act on the first reading of Proposed Ordinance 22-14 to vacate a portion of a drainage and utility easement for Curt's Truck and Diesel.

Background:

See Attached Staff Report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of the first reading of Proposed Ordinance 22-14 as recommended by the Planning Commission and to set date for the second reading on Tuesday, January 3, 2023.

Attachments:

1. Ord 22-14 Vacate Portion of a Utility Easement - Curt's Truck and Diesel
2. PC Staff Report - Curt's Truck and Diesel Easement Vacation
3. Portion of Minutes - Planning Commisison Minutes Meeting - Dec 13, 2022 - Page 2

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO SECTION 6.2 OF THE HOME RULE CHARTER OF THE CITY OF OWATONNA, AND SECTION 675 OF THE 1992 ORDINANCE CODE OF THE CITY OF OWATONNA, VACATING A STREET, ALLEY, OR PUBLIC RIGHT-OF-WAY, OR ANY PART THEREOF, HEREIN DESCRIBED, AND PROVIDING FOR ITS RECORDING.

WHEREAS, there has been filed with the City Council a petition to vacate the premises hereinafter described; and

WHEREAS, a public hearing was held on December 13, 2022, on the said petition and after public notice was given, pursuant to Section 6.2 of the Home Rule Charter; and

WHEREAS, the proposed vacation does not destroy or interfere with the rights of any person, corporation, or municipality; and

WHEREAS, the City finds that the premises hereinafter described are no longer required for municipal purposes.

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

SECTION 1. That the following described portion of a Utility Easement:

The south 10 feet of Lot 2, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, Owatonna, Minnesota, except the west 10 feet thereof.

AND

The north 10 feet of Lot 3, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, Owatonna, Minnesota, except the west 10 feet thereof.

may be and hereby is vacated.

SECTION 2. The City Clerk shall cause this Ordinance to be filed for record in the offices of the City Clerk and the City Engineer of the City of Owatonna and its title added to Appendix IV of the 1992 Ordinance Code of the City of Owatonna.

SECTION 3. The City Clerk shall cause an original copy hereof to be filed for record and duly recorded in the office of the Steele County Recorder in and for Steele County, Minnesota.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this ____ day of _____, 2023, with the following roll call vote:

Aye:

No:

Absent:

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

December 6, 2022

To: Planning Commission

From: Community Development Department

RE: Request to vacate a portion of a Drainage & Utility Easement

Application Review:

Applicant: Curt Johnson, Johnson Family Revocable Trust

Location of Property: 370 24th Avenue NW

Legal Description: See Attached Survey

Report Attachments:

1. Location Map
2. Vacation Sketch & Description
3. Application Letter

Proposed Development:

- ◆ Petition by Curt Johnson, Johnson Family Revocable Trust, to vacate a portion of a drainage and utility easement at 370 24th Avenue NW for the purposes of combining lots and constructing a new cold storage building.
- ◆ The applicant is planning on constructing a cold storage building to the north of the existing building.
- ◆ The proposed location is currently a property line with a 10' easement on each side of it.
- ◆ The easement will be retained all the way through the west property line.
- ◆ There are no utilities located within the easement area.
- ◆ The applicant will be required to combine the lots.
- ◆ This will have no effect on the existing street or utilities in the area.

Staff Review:

Staff recommends approval of this vacation of a portion of a drainage and utility easement located on the property at 370 24th Avenue NW as described above.

370 24th Ave NW
City of Owatonna



November 30, 2022



1:15,000

1 in = 1,250 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

370 24th Ave NW
City of Owatonna



November 30, 2022

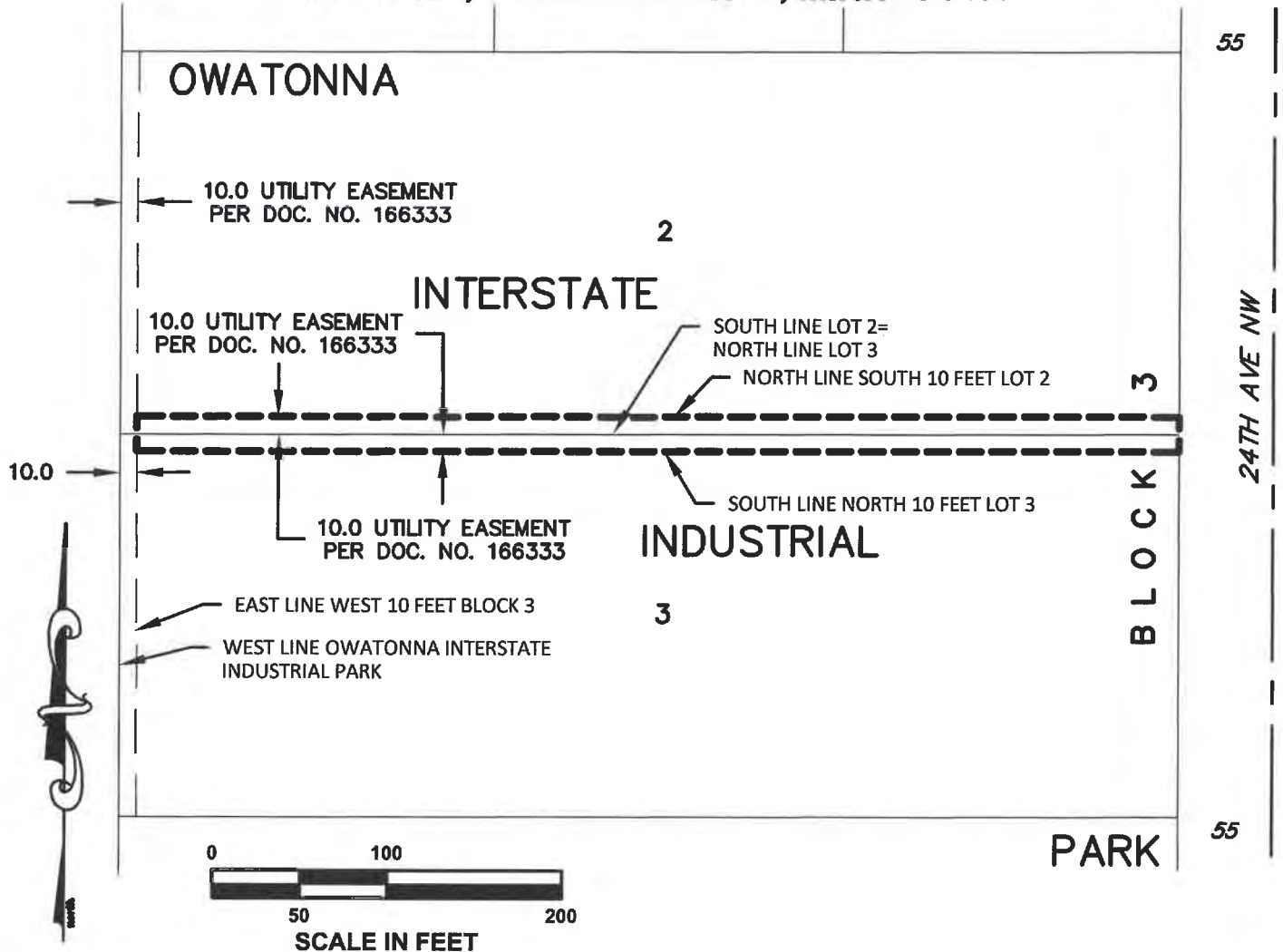


1:1,200
1 in = 100 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

EASEMENT VACATION DRAWING

PART OF LOTS 2 & 3 BLOCK 1 OWATONNA INTERSTATE INDUSTRIAL PARK
OWATONNA, STEELE COUNTY, MINNESOTA



SCALE: 1" = 100'

PREPARED EASEMENT VACATION DESCRIPTIONS

LOT 2 EASEMENT VACATION

The south 10 feet of Lot 2, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, OWATONNA, MINNESOTA, except the west 10 feet thereof.

LOT 3 EASEMENT VACATION

The north 10 feet of Lot 3, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, OWATONNA, MINNESOTA, except the west 10 feet thereof.

FOR: CURT'S DIESEL

Date: 11/10/22
Drawn by: JHS5
Field Book:-
Coord-System: MNDOT CO. NAD83 (11)
Job No: 22-1191
Revised date:-
Survey: SAT
Page 1 of 1
File: 924

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Scott A. Tuchtenhagen
Date: 11/10/22

L.S. No. 52646

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**JONES
HAUGH
SMITH**
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598



PRINCIPALS

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

Established 1945

Easement Vacation Request

Plat Name: Owatonna Interstate Industrial Park

Requestor: Johnson Family Revocable Trust

Dated: 11/10/2022

We hereby request that the City of Owatonna vacate all public easements described below:

LOT 2 EASEMENT VACATION

The south 10 feet of Lot 2, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, except the west 10 feet thereof.

LOT 3 EASEMENT VACATION

The north 10 feet of Lot 3, Block 3, OWATONNA INTERSTATE INDUSTRIAL PARK, except the west 10 feet thereof.

Vacation of said easements combined with a separate lot combination request will allow construction of a new cold storage building at the location of said easements. No utilities have been located via a Gopher State One Call within said easements.

Signed: [Signature]

Dated: 11/10/22

Signed: [Signature]

Dated: 11/10/22

Conditional Use No. CUP-2, which is a request by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, to construct a 670 square foot drive thru coffee shop on the subject property at 104 18th Street SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:45 p.m. Matt Hagstrom said thank you for allowing them to attend virtually as the weather didn't cooperate. He said he appreciates Greg for setting it up and all the assistance with the site plan. He said he's happy to answer any questions. Public hearing closed at 5:46 p.m. Effertz said they don't require any fencing. Kruschke said no. Eickhoff said that he really appreciates that they're coming to town. This is an awkward property and a good use for it. Effertz asked if there are any further plans to develop this property. Kruschke said this is about the full use of the property. They may be able to put a small addition on. Meier said it's a good use of the location. Eickhoff said that's a tight road to begin with and he'd be interested to see how traffic flows. A motion was made Effertz and seconded by Meier to recommend City Council approval of this conditional use permit request with the following conditions:

- 1) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
- 2) All signs shall have a sign permit issued.
- 3) The applicant shall revise the landscaping plan to include groupings of shrubbery to strategically block headlights and provide some visual interest.
- 4) Prior to issuance of the Certificate of Occupancy a 10' wide utility easement centered on the relocated electric line shall be provided and recorded in favor of the City of Owatonna.

All Ayes, motion carried.

A petition by Curt Johnson, Johnson Family Revocable Trust, for a request for vacation of a portion of a drainage and utility easement on the property located at 370 24th Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:49 p.m. Curt Johnson was present and said they just want to combine the properties. Eickhoff asked if there was drainage through there. Kruschke said that it's a general term, but in order for them to construct they'll have to reroute the drainage. Eickhoff asked if the properties behind it are impacted. Kruschke said that is not an issue. The utility easement will still continue through the westernmost 10' of this lot along the north and south and along the right of way on 24th Avenue. Havelka Place is just to the north of this property. Public hearing closed at 5:51 p.m. A motion was made by Eickhoff and seconded by Peake to recommend City Council approval of this vacation of a portion of drainage and utility easement located on the property at 370 24th Avenue NW. All Commissioners voting Aye, the motion carried.

A request for a Final Plat of Turtle Creek Addition, which is a 1.00± acre tract zoned B-2, Community Business, owned by Greg Schultz / Turtle Creek Development, and located at 490 / 496 West North Street, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Rooks asked if the buildings share utilities. Greg Schultz said they do not share utilities. The gas comes in from one street and has to go across the lot to go to the other building. Kruschke said a service line services them both and each one has a separate service coming into it. Rooks said she just wanted to make sure they weren't sharing utilities. A motion was made by Wilson and seconded by Effertz to recommend City Council approval of this final plat of Turtle Creek Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of this approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The easement agreement shall be recorded along with the final plat.

All Commissioners voting Aye, the motion carried.



Resolutions



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Res 97-22: Turtle Creek Addition Final Plat

Purpose:

Recuest Council approval of Resolution 97-22, the last item needed for the Final Plat of Turtle Creek Addition.

Background:

See Attached Staff Report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Res 97-22 Final Plat - Turtle Creek Addition
2. Turtle Creek Addition Final Plat Staff Report
3. Portion of Minutes - Planning Commisison Minutes Meeting - Dec 13, 2022 - Page 2

RESOLUTION NO. 97-22

A RESOLUTION APPROVING FINAL
PLAT OF TURTLE CREEK ADDITION

WHEREAS, on December 20, 2022, the City Council accepted and approved the final plat of Turtle Creek Addition to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

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

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - a) The final plat shall be recorded within 60 days of this approval.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - c) The easement agreement shall be recorded along with the final plat.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota, and to be given to the applicants of said plat.

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

Aye __; No __; Absent __; Recused __.

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

December 8, 2022

To: Planning Commission
From: Community Development Department
RE: Final Plat of Turtle Creek Addition

Background

Greg Schultz, Turtle Creek Development, is requesting approval of Turtle Creek Addition, a two lot commercial plat. The applicant was approved for a minor PUD in 1997 to allow for the two buildings to be constructed on one lot. They now desire to split the buildings to allow them to split and sell the buildings separately if they want in the future.

Due to these properties being developed in this manner, they have several utilities that cross over the proposed property lines as well as the parking and access drives. These will need to be covered with easements that will need to be recorded with the final plat. All utilities have been identified and addressed. The applicant's attorney has prepared an easement document that covers all of the shared items.

Application Review:

Applicant / Owner:	Greg Schultz / Turtle Creek Development
Location of Property:	490 / 496 West North Street
Existing Zoning:	B-2, Community Commercial District
Existing Land Use:	The land is currently occupied by two commercial buildings on the same lot.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Final Plat 4. Easement Document

Proposed Development:

Size of Subdivision:	1.00± acres
Number of Lots:	Two commercial lots
Lot Configuration:	The lots are generally rectangular in shape
Street Pattern:	No changes to the existing street pattern

Services:	Existing on site. A number of services cross over property lines and will need to have easements. The location of the sanitary service needs to be verified yet.
Timing/Financing of Development:	The applicant is planning to record the final plat this year.
Outstanding Assessments:	None.
Floodplain:	None.
Wetlands:	None.
Storm Water Drainage:	None. No proposed changes on site.
Easements:	The applicant is proposing to dedicate a 10' utility easement along the entire perimeter of each lot of the plat.
County/MNDOT Review:	This plat does not abut a County Road or a State Highway.

Staff Review:

Staff recommends approval of the preliminary plat of Turtle Creek Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of this approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The easement agreement shall be recorded along with the final plat.

490 North Street W

City of Owatonna



November 30, 2022

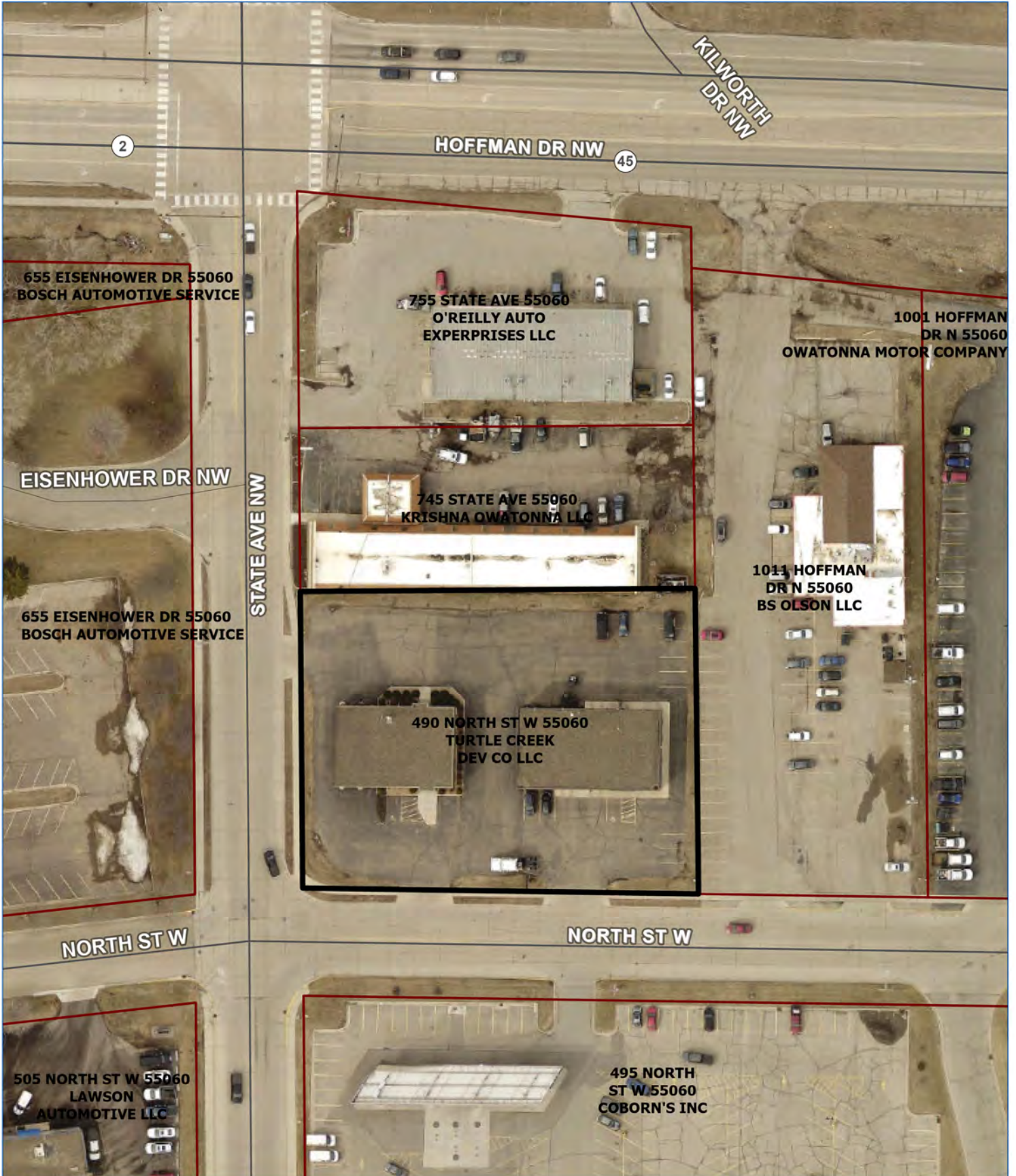


1:15,000

1 in = 1,250 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

490 North Street W
City of Owatonna



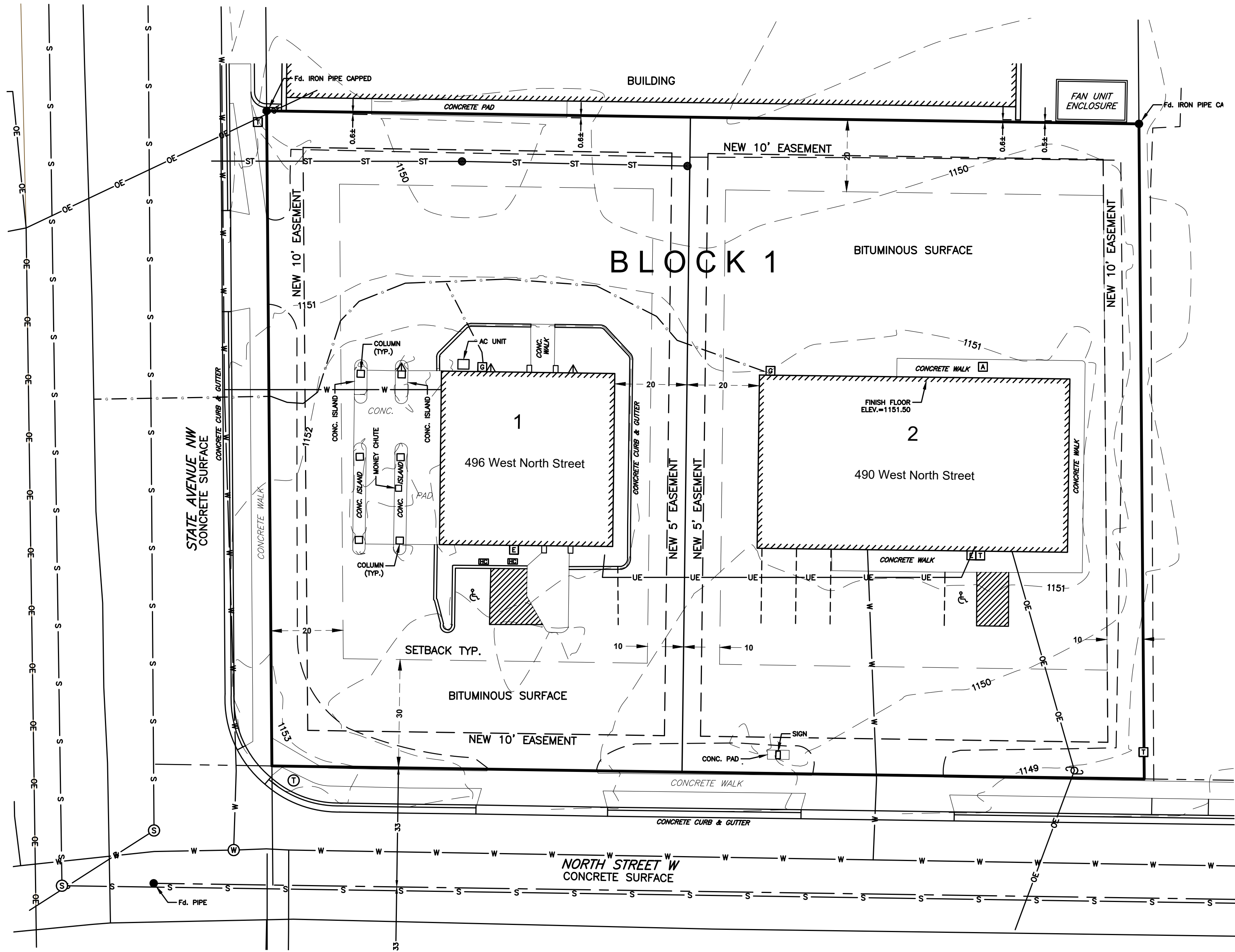
November 30, 2022



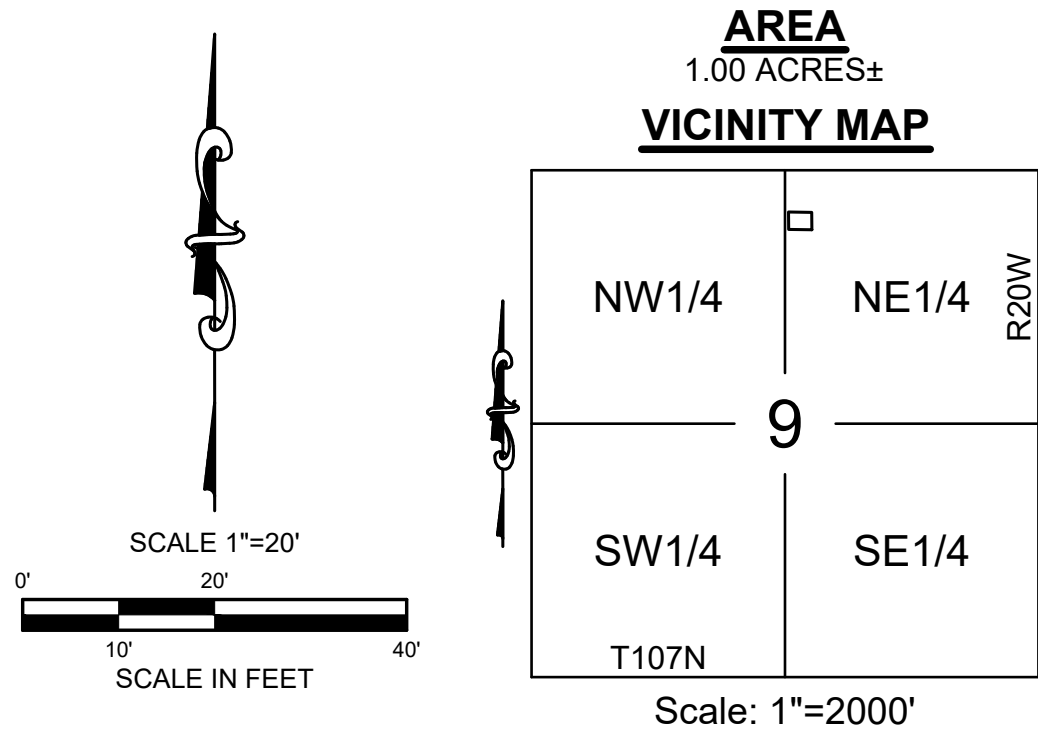
1:960
1 in = 80 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

PRELIMINARY PLAT
TURTLE CREEK ADDITION



- LEGEND**
- W = Water Main
 - S = Sanitary Sewer
 - ST = Storm Sewer
 - G = Gas Main
 - UT = Underground Telephone
 - OT = Overhead Telephone
 - FO = Underground Fiber-Optics
 - UE = Underground Electric
 - OE = Overhead Electric
 - UTV = Underground TV
 - Bollards
 - Roof Drain
 - Electric Meter
 - Gas Meter
 - AC Unit
 - Light Pole
 - Flood Lights
 - Power Pole
 - Guy Anchor
 - Manholes & Manhole Numbers
 - Elevation Contour Line



LEGAL DESCRIPTION OF RECORD

That part of Lot 4 in the Northwest Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West described as follows:

Beginning at a point on the East line of State Avenue in the City of Owatonna, Minnesota, in line with the North line of North Street in said City of Owatonna, and said point of beginning being 2 rods East and 38 rods South from the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Said Section 9, running then North along the East line of said State Avenue 11 rods, thence due East 14 rods and 16.5 links to the West line of land dedicated to the State of Minnesota by Deed recorded in Book 47 on Page 645, thence South along the West line of said land deeded to the State of Minnesota as aforesaid to the North line of said North Street, thence West along the North line of said North Street to the point of beginning on the East line of State Avenue.

ALSO KNOWN AS:

All that part of Lot 4 in the Northwest Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota described by:

Beginning at the intersection of the East line of State Avenue and the North line of North Street; thence North 00°39'09" West, assumed bearing, 181.50 feet along the east line of said State Avenue; thence South 89°20'31" East 241.89 feet along a line parallel with the North line of said North Street; thence South 00°39'09" East 181.50 feet to the North line of said North Street; thence North 89°20'31" West 241.89 feet to beginning.

Zoned: B-2
Setbacks for Buildings:
Front Yard = 30'
Side Yard = 10'
Rear Yard = 20'

NOTE:
No zoning report provided.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Scott A. Tuchtenhagen, L.S. No. 52646

MM/DD/YYYY
Date:

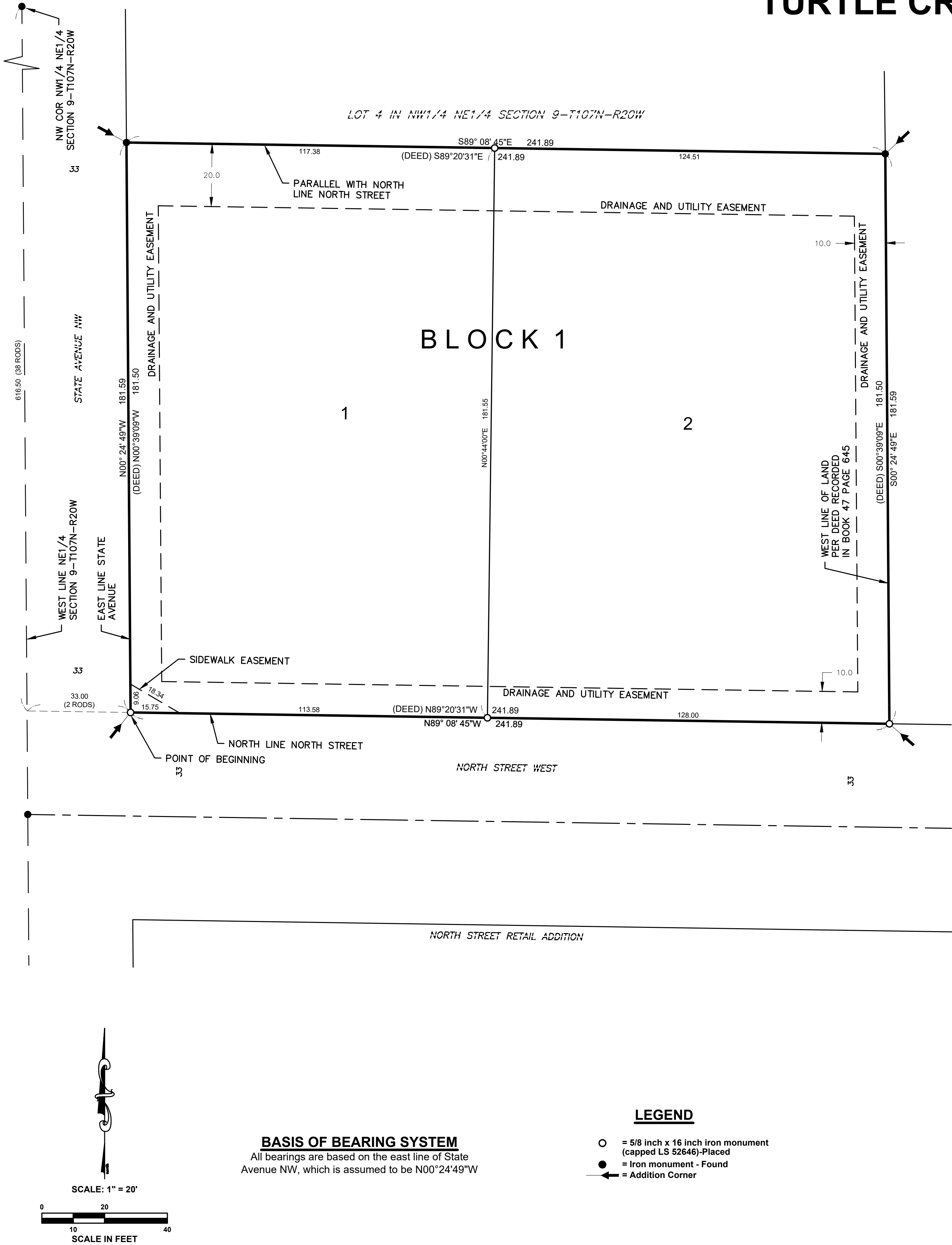
PRELIMINARY PLAT Turtle Creek Addition IN NW1/4 NE1/4 SECTION 9-T107N-R20W STEELE COUNTY, MINNESOTA FOR: TURTLE CREEK DEVELOPMENT	
Drawn: ADM	Job No. 21-1159PP.dwg
Checked: SAT	Datum: -
Date of Field Work: -	Survey: NJT
Revised: -	Book: -
Date of Plat or Map: 8/3/21	
Revised: -	

JONES HAUGH SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

TURTLE CREEK ADDITION



KNOW ALL PERSONS BY THESE PRESENTS THAT: Turtle Creek Development Co., LLC, a Minnesota Limited Liability Company, owner of the following described property:

That part of Lot 4 in the Northwest Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West described as follows:

Beginning at a point on the East line of State Avenue in the City of Owatonna, Minnesota, in line with the North line of North Street in said City of Owatonna, and said point of beginning being 2 rods East and 38 rods South from the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Said Section 9, running then North along the East line of said State Avenue 11 rods, thence due East 14 rods and 16.5 links to the West line of land dedicated to the State of Minnesota by Deed recorded in Book 47 on Page 645, thence South along the West line of said land dedeed to the State of Minnesota as aforesaid to the North line of said North Street, thence West along the North line of said North Street to the point of beginning on the East line of State Avenue.

ALSO KNOWN AS:

All that part of Lot 4 in the Northwest Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota described by:

Beginning at the intersection of the East line of State Avenue and the North line of North Street; thence North 00°39'09\"

Has caused the same to be surveyed and platted as TURTLE CREEK ADDITION, and does hereby dedicate to the public for public use the public ways and and utility and access easements as created herewith, as shown on this plat.

In witness whereof said Turtle Creek Development Co., LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this

_____ day of _____, 2022.

Turtle Creek Development Co., LLC, a Minnesota Limited Liability Company

Lowell G. Schultz Jr., Managing Member

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 2022 by Lowell G. Schultz Jr., Managing Member of Turtle Creek Development Co., LLC, a Minnesota Limited Liability Company.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

I, Scott A. Tuchtenhagen, hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a true and correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2022.

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 2022 by Scott A. Tuchtenhagen, a licensed land surveyor.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

This plat of TURTLE CREEK ADDITION was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on the _____ day of _____, 2022, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.1

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2022.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 2022.

Laura Ihrke, County Auditor
Steele County, Minnesota

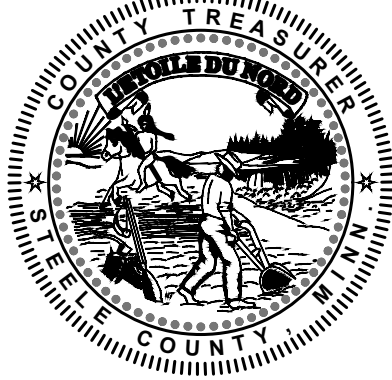
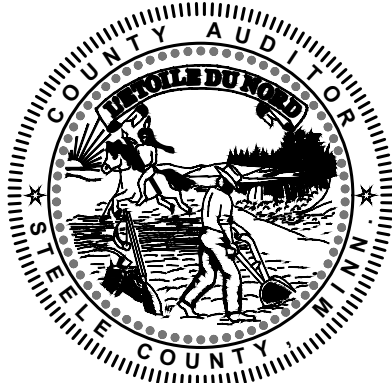
I hereby certify that taxes payable for the year 2022 on the land hereinbefore described have been paid this _____ day of _____, 2022.

Catherine Piepho, County Treasurer
Steele County, Minnesota

Filed in the Office of the County Recorder this _____ day of _____, 2022, at _____ O'clock _____ M., in Book _____ of

Plats, Page _____, as Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota



DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS is made and entered into this ____ day of December, 2022, by Turtle Creek Development Co., LLC, a Minnesota Limited Liability Company. ("TCDC"). WHEREAS, TCDC is the owner of the following described parcels of real estate in Steele County, Minnesota:

Lot 1, Block 1, Turtle Creek Addition, hereinafter, "Lot 1."

Lot 2, Block 1, Turtle Creek Addition, hereinafter, "Lot 2."

AND WHEREAS, TCDC has recently platted this property, dividing it into the two parcels and would like to ensure that both lots have the appurtenant easement rights and obligations as set forth and described in the easements below.

NOW, THEREFORE, TCDC hereby declares the following easements:

1. TCDC hereby grants to the owner of Lot 1, and its successors and assigns, a permanent non-exclusive easement for electrical purposes over, under and across that portion of Lot 2 legally described as follows:

A 10.00 foot wide easement for electrical purposes over, under, and across all that part of Lot 2, Block 1, Turtle Creek Addition, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota, described as follows:

Commencing at the SE corner of said Turtle Creek Addition; thence North 89°08'47" West a distance of 13.54 feet, on an assumed bearing on the south line said Addition, to the point of beginning; thence North 89°08'47" West a distance of 10.44 feet, on said south line; thence North 15°52'50" West a distance of 51.10 feet; thence North 89°08'47" West a distance of 89.42 feet, to the west line of said Lot 2; thence North 00°44'00" East a distance of 10.00 feet, on said west line; thence South 89°08'47" East a distance of 73.71 feet; thence North 00°44'21" East a distance of 3.47 feet, to the south wall

of a building;
thence South 89°15'39" East a distance of 10.00 feet, on said building wall;
thence South 00°44'21" West a distance of 3.49 feet;
thence South 89°08'47" East a distance of 13.15 feet;
thence South 15°52'50" East a distance of 61.54 feet, to the point of beginning.

Subject to any other easements or restrictions of record, if any.

2. TCDC hereby grants to the owner of Lot 2, and its successors and assigns, a permanent easement 10.00 feet in width for sanitary sewer and potable water services over, under and across that portion of Lot 1 legally described as follows:

Lot 1, Block 1, Turtle Creek Addition, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota, described as follows:

Commencing at the southwest corner said Turtle Creek Addition; thence North 00°27'41" West a distance of 93.31 feet, on an assumed bearing on the west line said Addition to the point of beginning;
thence North 00°27'41" West a distance of 14.14 feet on said west line;
thence North 44°32'19" East a distance of 16.87 feet;
thence North 89°32'19" East a distance of 53.12 feet;
thence South 89°16'00" East a distance of 51.03 feet, to the east line side Lot 1;
thence South 00°44'00" East a distance of 10.00 feet, on said east line;
thence North 89°16'00" West a distance of 50.92 feet;
thence South 89°32'19" West a distance of 48.88 feet;
thence South 44°32'19" West a distance of 22.73 feet, to the point of beginning.

Subject to any other easements or restrictions of record, if any.

3. TCDC hereby grants to the owner of Lot 2, and its successors and assigns, a permanent nonexclusive easement for natural gas purposes over, under, and across all that part of Lot 2, Block 1, Turtle Creek Addition, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota, described as follows:

Commencing at the southwest corner said Turtle Creek Addition; thence North 00°27'41" West a distance of 93.31 feet, on an assumed bearing on the west line said Addition; thence North 00°27'41" West a distance of 14.14 feet on said west line to the point of beginning;

thence North 44°32'19" East a distance of 16.87 feet;
thence North 89°32'19" East a distance of 53.12 feet;
thence South 89°16'00" East a distance of 51.03 feet, to the east line said Lot 1;
thence North 00°44'00" East a distance of 20.00 feet on said line;
thence North 89°16'00" West a distance of 116.51 feet to the west line of said Addition;

thence South 00°27'41" East a distance of 33.29 feet to the point of beginning.

Subject to any other easements or restrictions of record, if any.

4. TCDC hereby grants to the owners of Lots 1 and 2, and their successors and assigns, a parking stall easement as follows:
 - a. The owner of each lot shall have a non-exclusive permanent parking easement over the other lot to allow each other, their successors, assigns, customers, employees or other invitees with the right to access and park in the parking stalls of either lot.
 - b. The owners of Lots 1 and 2 will maintain and repair the parking lot as needed and will continue to provide snow removal for the parking area so that it may be used as contemplated herein and the costs shall be assessed equally between the lots. Notwithstanding this provision, each owner will be responsible for any damage caused by said owner or its customers, employees or other invitees.
 - c. Each owner shall ensure that at least five stalls are available for the other and its customers, employees or other invitees to park vehicles on.
5. TCDC hereby grants to the owners of Lots 1 and 2, and their successors and assigns, a drainage easement as follows:
 - a. The owner of each lot shall have access to the other lot to allow both owners to maintain and repair a mutual drainage system and the costs shall be assessed equally between the lots.
6. The Easements granted herein, and the rights and obligations herein contained shall attach to, bind, and run with the land and shall inure to the benefit of and be binding upon the owner of said property and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth above.

Turtle Creek Development Co., LLC

By: _____
Lowell G. Schultz, Jr, Managing Member

STATE OF MINNESOTA }
COUNTY OF STEELE } ss.

The foregoing instrument was acknowledged before me this ____ day of December, 2022, by Lowell G. Schultz, Jr, as Managing Member of Turtle Creek Development Co., LLC, a Minnesota limited liability company, as the free act and deed of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Mark R. Carver
Einhaus, Mattison, Carver & Haberman, P.A.
202 North Cedar Avenue
Owatonna, MN 55060

Conditional Use No. CUP-2, which is a request by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, to construct a 670 square foot drive thru coffee shop on the subject property at 104 18th Street SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:45 p.m. Matt Hagstrom said thank you for allowing them to attend virtually as the weather didn't cooperate. He said he appreciates Greg for setting it up and all the assistance with the site plan. He said he's happy to answer any questions. Public hearing closed at 5:46 p.m. Effertz said they don't require any fencing. Kruschke said no. Eickhoff said that he really appreciates that they're coming to town. This is an awkward property and a good use for it. Effertz asked if there are any further plans to develop this property. Kruschke said this is about the full use of the property. They may be able to put a small addition on. Meier said it's a good use of the location. Eickhoff said that's a tight road to begin with and he'd be interested to see how traffic flows. A motion was made Effertz and seconded by Meier to recommend City Council approval of this conditional use permit request with the following conditions:

- 1) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
- 2) All signs shall have a sign permit issued.
- 3) The applicant shall revise the landscaping plan to include groupings of shrubbery to strategically block headlights and provide some visual interest.
- 4) Prior to issuance of the Certificate of Occupancy a 10' wide utility easement centered on the relocated electric line shall be provided and recorded in favor of the City of Owatonna.

All Ayes, motion carried.

A petition by Curt Johnson, Johnson Family Revocable Trust, for a request for vacation of a portion of a drainage and utility easement on the property located at 370 24th Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:49 p.m. Curt Johnson was present and said they just want to combine the properties. Eickhoff asked if there was drainage through there. Kruschke said that it's a general term, but in order for them to construct they'll have to reroute the drainage. Eickhoff asked if the properties behind it are impacted. Kruschke said that is not an issue. The utility easement will still continue through the westernmost 10' of this lot along the north and south and along the right of way on 24th Avenue. Havelka Place is just to the north of this property. Public hearing closed at 5:51 p.m. A motion was made by Eickhoff and seconded by Peake to recommend City Council approval of this vacation of a portion of drainage and utility easement located on the property at 370 24th Avenue NW. All Commissioners voting Aye, the motion carried.

A request for a Final Plat of Turtle Creek Addition, which is a 1.00± acre tract zoned B-2, Community Business, owned by Greg Schultz / Turtle Creek Development, and located at 490 / 496 West North Street, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Rooks asked if the buildings share utilities. Greg Schultz said they do not share utilities. The gas comes in from one street and has to go across the lot to go to the other building. Kruschke said a service line services them both and each one has a separate service coming into it. Rooks said she just wanted to make sure they weren't sharing utilities. A motion was made by Wilson and seconded by Effertz to recommend City Council approval of this final plat of Turtle Creek Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of this approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The easement agreement shall be recorded along with the final plat.

All Commissioners voting Aye, the motion carried.



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Res 98-22: VAR - 1 Tri-plex Variance Request at 415 S Cedar Avenue - Triton Properties, LLC

Purpose:

Council approval of Resolution 98-22 to act on Application VAR-1, by Sam Haque, TRITON PROPERTIES, LLC. This is a request to allow a tri-plex on an 8,676 square foot lot where 13,000 square feet is required for a three unit building in the R-6, High Density Residential District.

Background:

See Attached Staff Report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 98-22 for approval of VAR-1, a lot size variance for a tri-plex at 415 South Cedar Avenue as recommended by the Planning Commission.

Attachments:

1. Res 98-22 VAR-1 Tri-plex Variance - 415 S Cedar Ave
2. VAR-1 Staff Report
3. Portion of Minutes - Planning Commisison Minutes Meeting - Dec 13, 2022 - Page 1

RESOLUTION NO. 98-22

A RESOLUTION APPROVING VARIANCE VAR-1

WHEREAS, Application VAR-1, by Sam Haque, TRITON PROPERTIES, LLC, a request to all a tri-plex on an 8,676 square foot lot where 13,000 square feet is required for a three unit building in the R-6, High Density Residential District and legally described as follows:

Lot 19, Block 23, Original Town, Steele County, Minnesota
and;

WHEREAS, The Planning Commission held a public hearing on December 13, 2022 and recommended approval of VAR-1; and

WHEREAS, on December 20, 2022, the City Council accepted and approved Variance VAR-1, as the same was approved and recommended by the Planning Commission of the City; and

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

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said variance be and the same hereby is approved with the following provisions:
 - A) All 3 units shall be registered with the Rental Registration program.
 - B) The property shall not contain more than 3 units at any one time.
 - C) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
 - D) Handrails / guardrails on all entrances shall be installed or repaired to meet all requirements of the building code.

3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

December 8, 2022

To: Planning Commission

From: Community Development Department

RE: Application VAR-1, by Sam Haque, TRITON PROPERTIES, LLC, a request to all a tri-plex on an 8,676 square foot lot where 13,000 square feet is required for a three unit building in the R-6, High Density Residential District.

Application Review:

Applicant/Owner: Sam Haque, TRITON PROPERTIES, LLC

Location of Property: 415 South Cedar Avenue

Zoning Map: R-6, High Density Residential District

Zoning Ordinance: Section 157.028 states the minimum lot size requirements for the residential zoning districts.

Report Attachments:

1. Location Map
2. Aerial Photo
3. Site Plan
4. Application Letter
5. Other Materials

Proposed Development:

- ◆ Application VAR-1, by Sam Haque, TRITON PROPERTIES, LLC, a request to all a tri-plex on an 8,676 square foot lot where 13,000 square feet is required for a three unit building in the R-6, High Density Residential District for the property located at 415 South Cedar Avenue.
- ◆ The zoning ordinance defines a multi family dwelling as containing three or more units in a structure that do not share kitchen or restroom facilities.
- ◆ Once defined as a multi family lot then you need to have a 13,000 square foot lot. The next step requires a minimum lot size of 1700 square foot of total lot size per unit as well as 500 square feet of usable open space per unit. The 500 square feet can come out of the 1700 square feet though.
- ◆ Based on these numbers this structure would be allowed to have 5 units in it if the total lot size was over 13,000 square feet.
- ◆ Zoning ordinance requires that a use that has not been there for more than 180 days be brought into full compliance with the ordinance.
- ◆ According to the Fire Department, who administers the Rental Registration Program, the property was initially registered is 2004 with 3 units. This was renewed in 2006, 2008, 2010, 2012, and 2014. The license expired in 2016 and it has not been inspected since.
- ◆ Unit 1 is a two bedroom unit. Units 2 & 3 are 1 bedroom units.

- ◆ The property contains a four car garage as well as driveway space. The property, as proposed, would require 4 parking stalls.
- ◆ The property currently has multiple meters servicing it.
- ◆ Staff has not heard from any neighbors regarding this request as of the date of this report.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.
- ◆ A variance must stand on its own merits and may not be compared to other situations in which variances were granted.
- ◆ According to the ordinance, the Planning Commission shall make findings of fact based on the following.
 - ❖ That particular physical surroundings, shape, or topographical conditions of the specified parcel of land involved.
 - ❖ That the condition involved is unique to the particular parcel of land involved.
 - ❖ That the alleged difficulty or hardship is caused by this Ordinance and has not been created by any persons presently having an interest in the parcel.
 - ❖ That the granting of the variation will not be detrimental to the public welfare or injurious to other land or improvements to the neighborhood.
 - ❖ That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or interfere with the function of the Police and Fire Departments of the City.

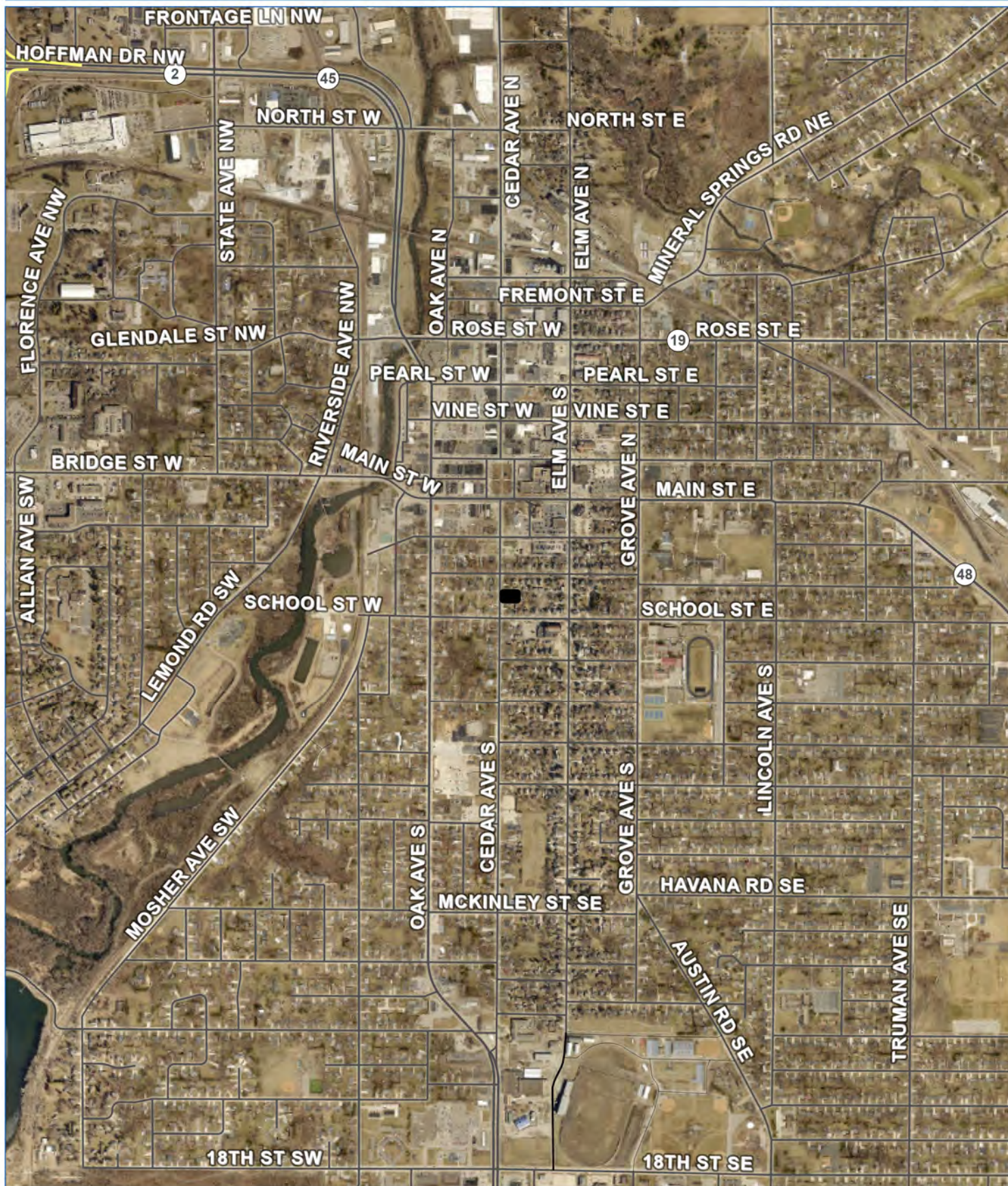
Staff Review:

Based on the information provided Staff is recommending approval of the variance request with the following provisions:

- 1) All 3 units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 3 units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
- 4) Handrails / guardrails on all entrances shall be installed or repaired to meet all requirements of the building code.

415 South Cedar Avenue

City of Owatonna



 Site

November 30, 2022



1:15,000

1 in =1,250 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

415 South Cedar Avenue
City of Owatonna

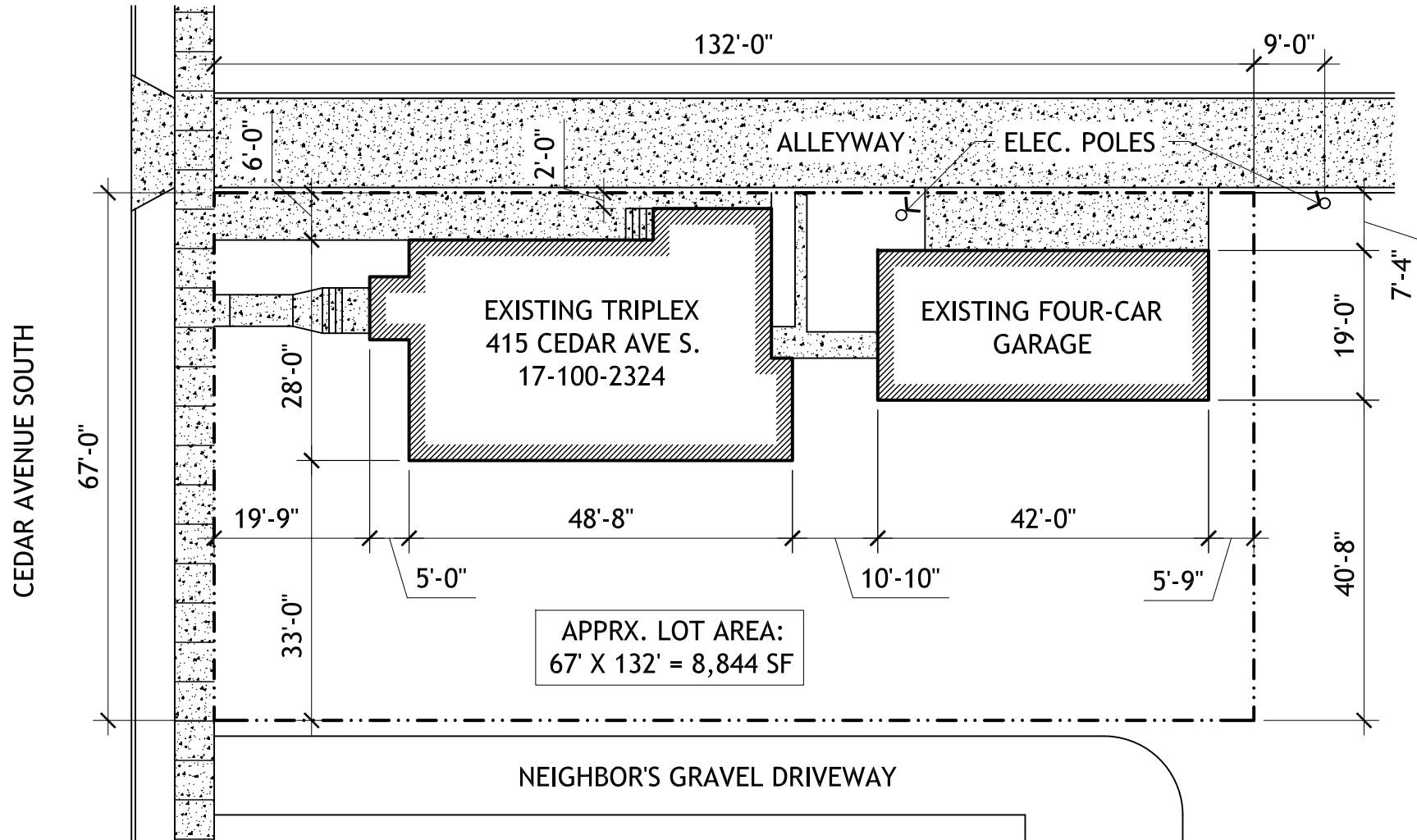


November 30, 2022



1:600
1 in =50 ft

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1
A1

EXISTING SITE CONDITIONS

1" = 20'-0"

PLAN NORTH

TOM OSOSKI DESIGN SERVICES LLC
TOM OSOSKI, ARCHITECT
DATE: NOV. 9TH, 2022

NOTE: THIS SITE PLAN IS NOT A
SURVEY AND, AS SUCH, ALL
DIMENSIONS ARE APPROXIMATE.

What Are You Applying For?

I recently purchased the property at 415 Cedar Avenue South understanding it was an existing licensed triplex. After my purchase, I found out that the triplex license had expired in 2016 and that my lot size was not code compliant. I am requesting a reinstatement of the triplex license. Various conditions of not my own doing are causing a delay in receiving a license from the City of Owatonna. If the variance is not accepted, then it will cause me great difficulty emotionally and financially.

Why do you feel your request should be granted?

Based on the following facts I am requesting a restatement of the existing triplex license:

- The building is zoned R-6, High Density Residential and allows multi-unit structures of up to 12 units.

10/27/22, 11:32 PM

Steele County



Parcel Number:	17-100-2324
Deed Holder:	TRITON PROPERTIES LLC
Property Address:	415 CEDAR AVE S OWATONNA, MN 55060-0000 MAP THIS ADDRESS
Mailing Address:	3900 25TH AVE S MINNEAPOLIS, MN 55406 USA
PDF Name:	OWATONNA
Class:	RESIDENTIAL
Tax District:	0761
Zoning:	HIGH DENSITY RESIDENTIAL



- Please see attached supporting documents regarding the limited capacity of the previous owner.
- An Owatonna building inspector performed an inspection and had no concerns with the use of this building as a triplex.
- This property has adequate parking for a triplex with an existing four-stall garage.
- As mentioned above, if my variance is not accepted, I will experience significant financial and emotional stress. The existing triplex would need to be partially re-designed and re-built to make into a single-unit home. The other non-sensical answer would be to add 7,000 SF to the south of the property and promptly demo my neighbor's house and garage! Or, thirdly, I would have to sell this property.

- The business model with purchasing the triplex was to receive income from the three units. The numbers for the business model will not work if the building is used as a single-family home.
- Below are responses (in bold) directly related to the Owatonna zoning code (in italics):

(C) Conditions for permitting a variance.

(1) A variance shall be permitted only if it is established that it is in harmony with the general purposes and intent of this chapter is consistent with the city's Comprehensive Plan and that there are practical difficulties in complying with this chapter. In its consideration of the standards of practical difficulties, the Zoning Board of Appeals shall require evidence that:

(a) The property owner proposes to use the property in a reasonable manner not permitted by this chapter; I intend to use the property in the exact same manner. The occupancy use shall remain the same – a triplex, which is an allowed use in R-6 zoning. The building has clearly been used as a triplex for many years.

(b) The plight of the owner is due to unique circumstances unique to the property not created by the owner; and None of the circumstances unique to this property were created by me:

- **The previous owner(s) were responsible for not properly registering/licensing the building in the past.**
- **The current lot size is 8,819 SF. Current zoning requires 15,000 SF for a triplex. I can only assume that the 8,819 SF was once code compliant.**

(c) The variance, if granted, will not alter the essential character of the locality. I am not proposing any significant changes to the building or lot. The main issue is that the lot size is not code compliant. That said, the lot size is a decent size for the old neighborhood in which it sits. The building itself looks like many of the single-family homes along Cedar Avenue with a strong front door presence and a minor side door. The 4-car garage is tucked back in the alley.

(2) A variance may be granted only if the evidence, in the judgment of the Zoning Board of Appeals, sustains each of the three conditions enumerated in division (C)(1) above.

Granting the variance and allowing the property to be used as a tri-plex for rental purposes fulfills a need in the community for quality affordable rental units.

Based on the above information I would like to request a reinstatement of the triplex license for this building.

Date: 11/1/2022

TO: Whom it may concern

Re: 415 S. Cedar Ave Owatonna, MN 55060

Former residence of Moez Manji

My uncle, Moez Manji, owned and resided in 415 S Cedar Ave. He lived in the bottom unit and used to rent out the top units. He had been through various health challenges, including strokes over the last 3 years and then this year was diagnosed with Pancreatic Cancer. He moved down with me in Georgia to initiate Chemotherapy and then, sadly, had a devastating stroke in March. I had been caring for him and trying to help wrap up his finances but all of his mail and such were not being successfully delivered to my home. Moez passed away in July this year. I have shared a copy of the Death Certificate should you need this. The new owner, Sajid Haque, has told me that there is concern about not renewing some of the rental permits, but I think this is due to him having had a couple of strokes and being in and out of the hospital.

Take care.


Sincerely,

Saira Alimohamed

1294 Hopkins Drive

Decatur, GA 30033



415 Cedar – First Floor Apartment 1 – Living Room



415 Cedar – First Floor Apartment 1 – Dining Room



415 Cedar – First Floor Apartment 1 – Bathroom



415 Cedar – First Floor Apartment 1 – Kitchen



415 Cedar – First Floor Apartment 1 – Back Bedroom



415 Cedar – First Floor Apartment 1 – Front Bedroom



415 Cedar – Second Floor Apartment 2 – Living Room



415 Cedar – Second Floor Apartment 2 – Kitchen



415 Cedar – Second Floor Apartment 2 - Bathroom



415 Cedar – Second Floor Apartment 2 - Bedroom



415 Cedar – Second Floor Apartment 3 – Living Room



415 Cedar – Second Floor Apartment 3 – Kitchen



415 Cedar – Second Floor Apartment 3 – Bathroom



415 Cedar – Second Floor Apartment 3 – Bedroom





2









OWATONNA PLANNING COMMISSION MINUTES
DECEMBER 13, 2022 – DRAFT COPY

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

A motion was made by Meier and seconded by Wilson to approve the minutes of the regular meeting of September 27, 2022. All Commissioners voting Aye, the motion carried.

Application VAR-1, a variance request by Sam Haque, TRITON PROPERTIES, LLC, to allow a tri-plex on an 8,676 square foot lot where 13,000 square feet is required for a three unit building in the R-6, High Density Residential District, for the property located at 415 South Cedar Avenue was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said that he did receive a call from a neighbor asking to consider a fence along the east property line as he had been receiving a lot of trash in his yard. Kruschke told him he wasn't sure that was something they could legally do as this is a bulk density request, but he said he would share it with the Commission. Public hearing opened at 5:34 p.m. Tom Ososki of Design Services LLC was present representing the applicant. He said that he's the architect who helped the applicant with the existing site conditions of the site plan. The applicant is out of the country, and he's standing in for him. The property manager Deb Morrow is also present. He said that this is pretty straight forward. It was a tri-plex and it's been a tri-plex for the last 18 years. It fits in with the neighborhood. He said that he's able to answer questions. Public hearing closed at 5:36 p.m. Eickhoff asked if this is a new requirement. Kruschke said that it was registered initially in 2004, so sometime between 2014 and 2016 it ceased to exist. He said he's not exactly sure the reasoning why. The structure didn't change, but maybe they weren't renting out the units. The current owner wasn't necessarily involved with that and he's trying to get it registered and be compliant. Eickhoff asked if the square footage requirement was new. The Zoning Code requirement has been around for a long time. He said that we've had a number of these in the past few years. The problem with the grandfathering-in clause, once they cease for 180 days, full compliance is required. Eickhoff asked if the property is currently vacant. Kruschke said that it is vacant. They applied for the Rental Registration as a three-unit building, which Planning and Zoning denied because it doesn't meet the requirements. Eickhoff asked if there were any plans to make any updates to the property. Morrow said that it's being renovated since he bought it—new floors, new fixtures, new appliances, painting, and everything she sees it needs. The owner passed away unexpectedly, and his family just finally put it up for sale and the license didn't get renewed. A motion was made by Eickhoff and seconded by Effertz to recommend City Council Approval of this variance request with the following provisions:

- 1) All three units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than three units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
- 4) Handrails / guardrails on all entrances shall be installed or repaired to meet all requirements of the building code.

All Commissioners voting Aye, the motion carried.



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Res 99-22: CUP-2 at 104 18th St NW - Pennington Square, Inc.

Purpose:

Council approval of Resolution 99-22 to act on Conditional Use No. CUP-2 received from Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc. This is a request to construct a 670 square foot drive-thru coffee shop on the subject property located at 104 18th Street SW as a Scooter's Coffee Drive Thru CUP.

Background:

See Attached Staff Report.

Budget Impact:

None with this request.

Staff Recommendation:

Staff recommends approval of Resolution 99-22 to approve CUP-2 for the Scooter's Coffee Drive Thru CUP as recommended by the Planning Commission.

Attachments:

1. Res 99-22 CUP-2 Scooters Drive Thru CUP
2. Staff Report - CUP-2 Scooters Drive Thru CUP
3. Portion of Minutes - Planning Commisison Minutes Meeting - Dec 13, 2022 - Page 2

RESOLUTION NO. 99-22

A RESOLUTION APPROVING CONDITIONAL USE CUP-2

WHEREAS, Conditional Use No. CUP-2 by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, a request to construct a 670 square foot drive thru coffee shop on the subject property. and is legally described in the attached Exhibit A; and

WHEREAS, The Planning Commission held a public hearing on December 13, 2022 and recommended approval of CUP-2 and

WHEREAS, on December 20, 2022, the City Council accepted and approved Conditional Use CUP-2, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-2 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 - a) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
 - b) All signs shall have a sign permit issued.
 - c) The applicant shall revise the landscaping plan to include groupings of shrubbery to strategically block headlights and provide some visual interest.
 - d) Prior to issuance of the Certificate of Occupancy a 10' wide utility easement centered on the relocated electric line shall be provided and recorded in favor of the City of Owatonna.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye __; No __; Absent __.

Approved and signed this _____ day of _____, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

That part of Lot 16 in the Southeast Quarter of the Southeast Quarter of Section 16, Township 107 North, Range 20 West, described as follows: Beginning at a point 33 feet North and 33 feet west of the southeast corner of said Section 16; thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet to the place of beginning. EXCEPT: Beginning at a point 233.0 feet West and 123.0 feet North of the southeast corner of said Section 16; thence North 60 feet; thence East 60 feet; thence South 60 feet; thence West 60 feet to the pint of beginning.

December 8, 2019

To: Planning Commission
From: Community Development Department
RE: Conditional Use No. CUP-2 by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, a request to construct a 670 square foot drive thru coffee shop on the subject property.

Application Review:

Applicant/Owner: Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc

Location of Property: 104 18th Street NW

Zoning Map: B-2, Community Business District

Zoning Ordinance: Ordinance 827, Section IV: B. states drive thru restaurants are permitted by Conditional Use.

Report Attachments:

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

Proposed Development:

- ◆ Conditional Use No. CUP-2 by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, a request to construct a 670 square foot drive thru coffee shop for the property addressed 104 18th Street NW.
- ◆ The applicant has a letter of intent with the City of Owatonna and is working towards a purchase agreement on the property. The CUP is one item that needs to be accomplished prior to that occurring.
- ◆ The applicant is proposing to construct a 670 square foot drive thru coffee shop on the property. All setbacks are proposed to be met.
- ◆ The proposed building will only be available to drive thru customers. There is not a walk up window or a counter inside of the building that would handle customers.
- ◆ Access to the site will be solely from the joint access drive to the west of the property. The existing access to the middle of the site will be closed with this project.
- ◆ The project will contain a drive through loop around the building that exits on the west as well. There is only one drive lane around the building.
- ◆ Parking for the project is require at 3 stalls. They are providing 9 stalls plus the van accessible ADA stall.
- ◆ All utilities are available to the site. Sanitary Sewer is in the site. Water will be brought into the site from the main in 18th Street SW.

- ◆ The site currently has an electric line that services the tower property located in the NW corner of the site. This line will be relocated underground with this project. OPU is requiring a conduit be installed and an easement granted in favor of the public.
- ◆ Landscaping for the project is required. The applicant is proposing 1 tree for every 40 feet of parking lot.
 - ❖ OPU has requested no trees along the east property line due to the existing overhead electric lines.
 - ❖ Staff would prefer to see shrubs in this area to reduce head light glare into that busy intersection. Groupings of shrubs should be planted to the east of the drive thru lane and spaced out along the northerly loop.
- ◆ The trash enclosure location will be to the NW of the building.
- ◆ The applicant has not shown a general signage plan for the property. Code would permit 50 square feet of wall signage per right of way for the building and allow for a freestanding sign 35' tall and up to 100 square feet per right of way. All signage will be reviewed upon sign permitting for the property.
- ◆ According to the ordinance, a conditional use permit may be granted if the following findings are met:
 - a) The establishment or operation of the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - b) The architectural appearance and functional plan of the building and site reflects the building character of the area and will not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence within a reasonable distance of the lot. The proposed development will be compatible with existing and planned use of the area and conflicts will not be created between the proposed use and existing and intended future uses of the surrounding area.
 - c) The traffic generated by this use shall be channelized and controlled in a manner that will avoid congestion on public streets, safety hazards or excessive traffic through residential areas. The traffic generated will not raise traffic volumes beyond the capacity of the surrounding streets. Vehicular access points will be limited, and will create a minimum amount of conflict with through traffic movements and will be subject to the approval of the City Engineer. Vehicular drive up ingress lanes will be large enough to accommodate peak auto use on the same lot without requiring the stopping or waiting of vehicles on public right-of-way. Ingress lanes will be from the least heavily traveled street wherever possible.
 - d) Public services, including but not limited to sewer, water, gas, police, and fire protection, are available at an adequate level and capable of servicing the proposed land use. In addition, adequate access, drainage, and any other necessary support facilities shall be provided.
 - e) All such other or further factors as the City shall deem a requisite or consideration in determining the effect of such use on the general welfare, public health and safety.

Staff Review:

It appears that all of the requirements have been met for this conditional use request. Absent any new information presented at the meeting, staff would recommend approval of this conditional use request with the following conditions.

- 1) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
- 2) All signs shall have a sign permit issued.
- 3) The applicant shall revise the landscaping plan to include groupings of shrubbery to strategically block headlights and provide some visual interest.
- 4) Prior to issuance of the Certificate of Occupancy a 10' wide utility easement centered on the relocated electric line shall be provided and recorded in favor of the City of Owatonna.

104 18th Street SW

City of Owatonna



 Site

November 30, 2022



1:15,000

1 in =1,250 ft

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104 18th Street SW
City of Owatonna



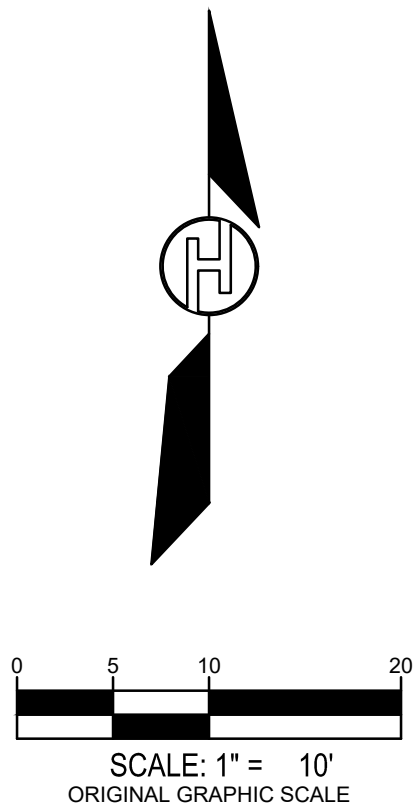
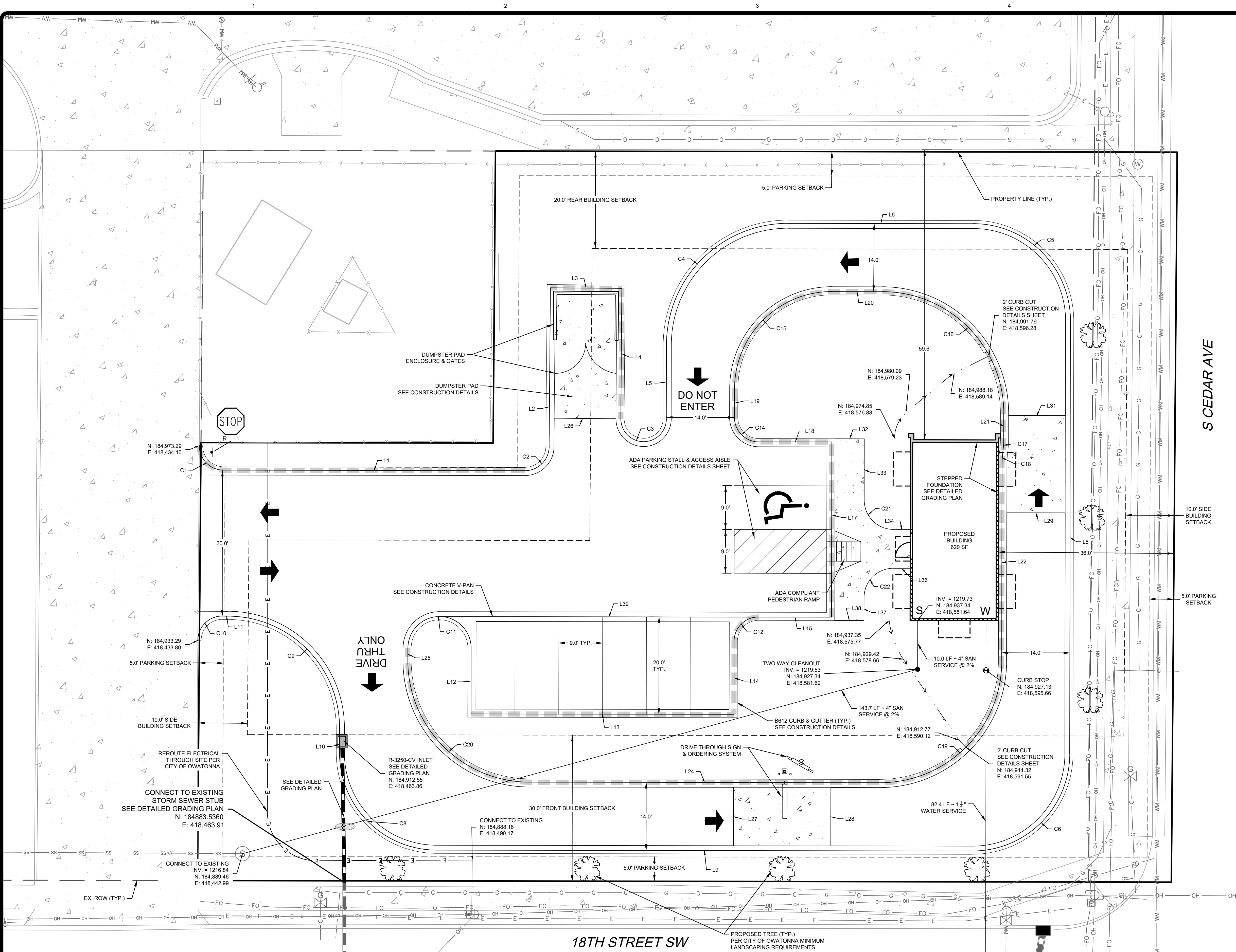
 Site

November 30, 2022



1:600
1 in = 50 ft

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LEGEND

- PROPERTY LINE
- EXISTING ROW
- PARKING SETBACK
- BUILDING SETBACK
- EXISTING CURB AND GUTTER
- EXISTING SANITARY SEWER W/ MH
- EXISTING WATER LINE
- EXISTING STORM SEWER W/ CATCH BASIN
- EXISTING GAS LINE
- EXISTING ELECTRIC
- EXISTING OVERHEAD ELECTRIC AND POLE
- EXISTING FIBER OPTIC
- EXISTING FENCE
- EXISTING BUILDING
- EXISTING CONCRETE
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SERVICE
- PROPOSED ELECTRIC
- PROPOSED SWALE
- PROPOSED SIGN
- PROPOSED CONCRETE SIDE WALK
- PROPOSED CONCRETE PAD
- PROPOSED BUILDING
- PROPOSED BUILDING OVERHANG
- SPILL CURB
- CAUTION! UTILITY CROSSING LOWERING MAY BE REQUIRED

NOTES:

- CONTRACTOR SHALL FIELD VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY CONSTRUCTION STAKING.
- ALL CURB AND GUTTER TO BE CATCH CURB UNLESS OTHERWISE NOTED.
- INSTALL PERIMETER BMP'S PRIOR TO ANY CONSTRUCTION, SEE EROSION CONTROL PLAN.
- MINIMUM VERTICAL CLEARANCE BETWEEN STORM OR SANITARY SEWER AND WATER PIPE IS 18".
- DRIVE AISLES TO BE HEAVY DUTY AND PARKING STALLS TO BE LIGHT DUTY ASPHALT. SEE CONSTRUCTION DETAILS SHEET FOR PAVEMENT SECTIONS.
- SEE SHEET C5.0 FOR CONSTRUCTION DETAILS.

STRIPING NOTES:

- ALL LINE STRIPING AND PAVEMENT MESSAGES SHALL BE WATER-BASED ACRYLIC LATEX TRAFFIC MARKING PAINT, COLOR: WHITE (UNLESS NOTED OTHERWISE).
- ALL LINE STRIPING IS 4" WIDTH, UNLESS NOTED OTHERWISE.

Line Table			Line Table			Line Table			CURVE TABLE						CURVE TABLE					
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
L1	61.85'	S89°54'08"E	L14	15.00'	S00°05'52"W	L28	12.00'	S00°05'52"W	C1	090°17'07"	5.00'	7.88'	S44°45'34"E	7.09'	C12	090°00'00"	5.00'	7.85'	S45°05'52"W	7.07'
L2	32.61'	N00°27'22"E	L15	15.00'	N89°54'08"W	L29	12.00'	S89°54'08"E	C2	089°38'30"	5.00'	7.82'	N45°16'37"E	7.05'	C14	090°00'00"	5.00'	7.85'	S44°54'08"E	7.07'
L3	14.68'	S89°32'38"E	L17	36.00'	S00°05'52"W	L31	11.67'	S89°54'08"E	C3	180°21'30"	4.67'	14.70'	S89°43'23"E	9.34'	C15	090°00'00"	20.00'	31.42'	S45°05'52"W	28.28'
L4	26.79'	S00°27'22"W	L18	15.00'	S89°54'08"E	L32	6.00'	S89°54'08"E	C4	090°00'00"	25.00'	39.27'	N45°05'52"E	35.36'	C16	090°00'00"	25.00'	39.27'	N44°54'08"W	35.36'
L5	15.23'	N00°05'52"E	L19	5.90'	S00°05'52"W	L33	12.61'	S00°05'52"W	C5	090°00'00"	20.00'	31.42'	S44°54'08"E	28.28'	C17	007°14'44"	20.67'	2.61'	N03°43'14"E	2.61'
L6	37.96'	S89°54'08"E	L20	10.30'	N89°54'08"W	L34	3.46'	S89°54'08"E	C6	090°00'00"	20.00'	31.42'	S45°05'52"W	28.28'	C18	007°32'44"	19.40'	2.55'	N03°52'38"E	2.55'
L8	88.90'	S00°05'52"W	L21	5.22'	N00°05'52"E	L36	3.46'	N89°54'08"W	C8	090°00'00"	20.00'	31.42'	N44°54'08"W	28.28'	C19	090°00'00"	25.00'	39.27'	N45°05'52"E	35.36'
L9	109.96'	N89°54'08"W	L22	40.52'	N00°05'52"E	L37	4.73'	S00°05'52"W	C9	090°00'00"	23.00'	36.13'	N44°54'08"W	32.53'	C20	090°00'00"	25.00'	39.27'	S44°54'08"E	35.36'
L10	5.00'	N00°05'52"E	L24	71.96'	S89°54'08"E	L38	6.00'	N89°54'08"E	C10	089°39'42"	5.00'	7.82'	S45°16'01"W	7.05'	C21	090°00'00"	6.00'	9.42'	S44°54'08"E	8.49'
L11	1.14'	N89°54'08"W	L25	2.50'	S00°05'52"W	L39	65.50'	S89°54'08"E	C11	180°00'00"	6.50'	20.41'	N89°54'08"W	12.99'	C22	090°00'00"	6.00'	9.42'	S45°05'52"W	8.49'
L12	13.50'	N00°05'52"E	L26	12.68'	S89°32'38"E															
L13	54.00'	N89°54'08"W	L27	12.00'	S00°05'52"W															

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

SIGNATURE: _____ TYPED OR PRINTED NAME: #####
DATE: 11/17/2022 LICENSE NUMBER: #####



**HAGSTROM
ENGINEERING**
CIVIL ENGINEERS | LAND CONSULTANTS
LANDSCAPE ARCHITECTS

219 6TH AVENUE EAST
ALEXANDRIA, MN 56308
P.320.759.0764
WWW.HAGSTROMENG.COM

BENCHMARK:
OFFSITE:
BENCHMARK: MNDOT 2408C
ELEV = 1224.28 (NAVD88)

ONSITE:
TOP NUT FIRE HYDRANT
LOCATED NEAR THE
SOUTHEAST CORNER OF
SURVEYED PROPERTY
ELEV = 1230.67 (NAVD88)

CALL CORNER STATE ONE CALL				811		CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.	
No.	ADDENDUM 1 Description of Revisions	Date	By	MRM	Checked By:	MRH	Designed By: MRM
1		04/04/2022					

**SCOOTER'S
OWATONNA, MN**

PROPOSED SITE & UTILITY PLAN

Date: 11/17/2022
Job No.: 22011

C3.0

Sheet **C3.0** of **5.0**

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EQUIPMENT SCHEDULE

SYMBOL	GENERAL DESCRIPTION	QTY	MANUFACTURER	MODEL #	CONTRACTOR		CLIENT / VENDOR		REMARKS	PROTO 3.0 RM UPDATED 4/15/21
					PROVIDE	INSTALL	PROVIDE	INSTALL		
1	BEVERAGE BLENDER	2	HARVEST ROASTING				X	X	120 V, 15 AMPS	
2	ICE MAKER	1	SCOTSMAN	C0530SA-1		X	X		GC SHALL PROVIDE WATER & DRAIN CONNECTIONS, WATER MUST BE FROM FILTERED LINE GC TO PROVIDE POWER CORD	
2.1	ICE STORAGE BIN	1	SCOTSMAN	B842S		X	X			
3	HIGH SPEED OVEN	1	MERRY CHEF	EIKON E2S			X	X	CLASSIC	
4A	U/C REFRIGERATOR (48")	1	ATOSA	MGF8402GR			X	X		
4B	U/C REFRIGERATOR (60")	1	ATOSA	MGF8403GR			X	X		
4C	U/C REFRIGERATOR (36")	1	TURBO-AIR	MUR-36-N6			X	X		
4E	U/C REFRIGERATOR (24")	1	PERLICK	HC24RS			X	X		
5	COFFEE GRINDER	2	BUNN	G2 HD 22102.0000			X	X	120 V 11 AMP CIRCUIT	
6	COFFEE BREWER	1	FETCO	CBS-2132XTS (E2132S1)			X	X	ELECTRICIAN SHALL PROVIDE RECEPTACLE AND END FOR WHIP	
7	COFFEE DISPENSER	3	FETCO	L4S-10 / D451			X	X	1 GALLON SATELLITE	
8	POS TERMINAL W/ PRINTER	2	CLOVER	CLOVER MINI			X	X	CONTRACTOR SHALL PROVIDE (2) TWO CAT5 DATA-LINES PER POS AND (1) ONE CAT5 DATA LINE AT ORDER SCREEN	
9	ESPRESSO MACHINE	2	FRANKE	S700TS			X	X	30A, 220V CIRCUITS WITH TWIST LOCK NEMA L6-30R RECEPTACLES	
10	3-COMP SINK	1	JOHN BOOS	-			X	X		
13	REACH-IN REFRIGERATOR (2 DOOR)	2	KINTERA	KBM2R			X	X		
14A	REACH-IN FREEZER (1 DOOR)	1	KINTERA	KBM1R			X	X		
14B	REACH-IN FREEZER (2 DOOR)	3	KINTERA	KBM2F			X	X		
15	SYRUP STAND	8	HARVEST ROASTING				X	X		
16	MODULAR CUP DISPENSER	2	TRIMARK				X	X		
19	BLENDER JAR RINSER	1	HAMILTON BEACH	BCR100			X	X		
20	WIRE SHELVING (ON CASTERS)	2	OLYMPIC STORAGE	CHROME FINSH 21"x48"			X	X	VERIFY REQUIREMENTS W/ OPERATIONS	
20.1	WIRE SHELVING	2	OLYMPIC STORAGE	CHROME FINSH 14"x36"			X	X		
20.2	WIRE SHELVING	1	OLYMPIC STORAGE	CHROME FINSH 14"x42"			X	X		
20.3	WIRE SHELVING	1	OLYMPIC STORAGE	CHROME FINSH 14"x48"			X	X		
20.4	WIRE SHELVING	2	OLYMPIC STORAGE	CHROME FINSH 24"x24", 24"x48"			X	X	UNDERCOUNTER	
21	S/S COUNTER	1	JOHN BOOS	CUSTOM FAB			X	X		
21.1	S/S COUNTER W/ DROP-IN SINK	1	JOHN BOOS	CUSTOM FAB			X	X	FAUCET, PANTRY TYPE	
21.2	S/S COUNTER W/ HAND SINK	1	JOHN BOOS	CUSTOM FAB			X	X		
23	WATER HEATER	1	SEE PLUMB. SHEETS	TBD	X	X				
24	MOP SINK	1	SEE PLUMB. SHEETS	TBD	X	X				
25	WATER TREATMENT SYSTEM	1	OPTIPURE	BWS350		X	X		PROCESSOR 120V 6W	
25A	WATER STORAGE TANK & PUMP	1	OPTIPURE	50 GALLON		X	X		REPRESSURIZATION PUMP 120V 2A	
26	ZOOM TIMER	1				X	X			
27	DIPPER WELL	1	FISHER	3041		X	X			
28	RINSE SINK	1	ESPRESSO PARTS	EPPR662		X	X			
29	WALL MOUNT WIRE SHELVING	1	OLYMPIC CHROME	18"x60"			X	X		
29A	WALL MOUNT WIRE SHELVING	3	OLYMPIC CHROME	14"x36"			X	X		
29B	WALL MOUNT WIRE SHELVING	3	OLYMPIC CHROME	14"x48"			X	X		
29C	WALL MOUNT WIRE SHELVING	1	OLYMPIC CHROME	18"x42"			X	X		
29D	WALL MOUNT WIRE SHELVING	8	OLYMPIC CHROME	18"x48"			X	X		
29E	WALL MOUNT WIRE SHELVING	1	OLYMPIC CHROME	14"x42"			X	X		
29F	SMART WALL	1	METRO METROSEAL	42"			X	X		
29G	SMART WALL	2	METRO METROSEAL	36"			X	X		
29H	WALL MOUNT WIRE SHELVING	2	OLYMPIC STORAGE	14"x24"			X	X	(1) ONE UNIT CHROME, (1) ONE UNIT GREEN EPOXY	
29I	WALL MOUNT WIRE SHELVING	2	OLYMPIC CHROME	18"x36"			X	X		
29J	WALL MOUNT WIRE SHELVING	1	OLYMPIC CHROME	18"x72"			X	X		
30	DRIVE-THRU ORDER MONITOR	2	32" FLAT TV			X	X			
31	DECK MOUNT SINGLE FAUCET	1	T&S BRASS	B-0207		X	X		FOR BLENDER JAR RINSER	
32	WALL MOUNT HAND SINK	1	ADVANCE TABCO	7-PS-EC-SP-1X		X	X			
34	SOAP DISPENSER	1				X	X		SURFACE MOUNTED	
35	PAPER TOWEL DISPENSER	1			X	X			SURFACE MOUNTED	
36	MOP & BROOM RACK	1			X	X			SURFACE MOUNTED	
37	TRASH RECEPTACLE	5	TRIMARK			X	X			
38	FIRE EXTINGUISHER	1	AMEREX	2A:10B:C	X	X			SUPPLIED WITH WALL MOUNT HOOK BRACKET 888-16591	
39	EMPLOYEE LOCKERS	1	TRIMARK	DDB402			X	X	12X12X12 6 TIER G.C. TO ANCHOR TO WALL	
43	DROP-IN ICE STORAGE BIN	2	JOHN BOOS	PB-DIIB2218			X	X		
44	SAFE	1				X	X		BOLTED TO FLOOR BY G.C.	
45	WALL CORNER GUARD	10				X	X			

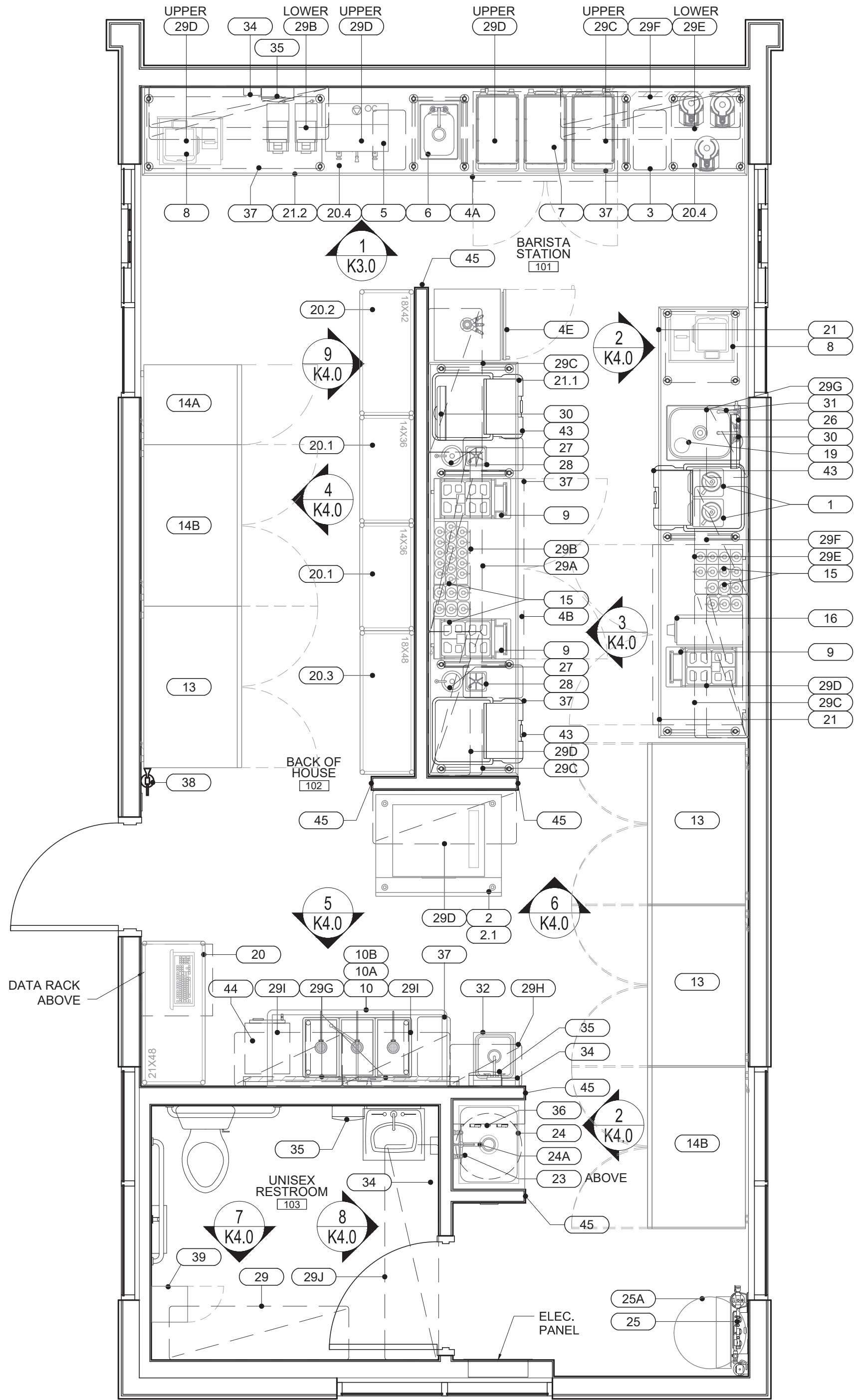
KIOSK 4.0 - FLIP/ REAR PICK UP

GENERAL NOTES:

- ALL MILLWORK/STAINLESS STEEL COUNTERS/ WIRE SHELVES TO BE PROVIDED AND INSTALLED BY CONCEPT SERVICES, UNLESS OTHERWISE NOTED
- THE WATER FILTRATION SYSTEM IS TYPICALLY TO BE INSTALLED IN BACK-OF-HOUSE AREA
- THE REVERSE OSMOSIS SYSTEM IS TO BE INSTALLED NEXT TO THE WATER FILTRATION SYSTEM
- G.C. TO INSTALL 12"W X 12"L X 12"D CONC. SLAB TO ACCEPT COMMUNICATION POST (PROVIDED BY OTHERS) - CONC. SLAB TO BE PLACED FROM FACE OF CURB IN LOCATION NOTED ON SCHEMATIC DRIVE-THRU MENU-BOARD & SPEAKER/INTERCOM PLAN - CONC. SLAB TO INCLUDE 2 BLANK CONDUITS LOCATED IN THE CENTER OF THE SLAB - ONE OF THESE CONDUITS TO BE RAN FROM THE CENTER OF SLAB TO INSIDE THE BUILDING TO THE LOCATION NEAR THE ELECTRICAL PANEL - THE OTHER CONDUIT WILL BE RAN FROM THE CENTER OF SLAB & CONNECTED TO THE UNDERGROUND LOOP SENSOR (PROVIDED BY OTHERS) IN DRIVE THRU LANE - NOTE: MENU BOARD LOCATION; PROVIDE A CONDUIT WITH POWER RAN TO THE OUTSIDE MENU BOARD LOCATION NOTED ON PLAN.

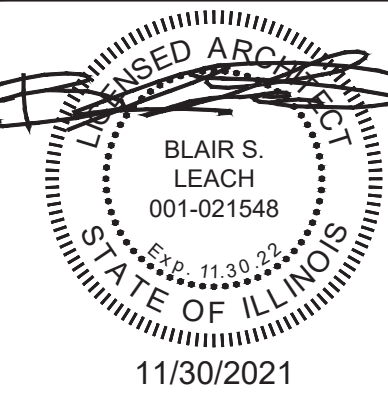
**BLAIR S.
LEACH, AIA**

NCARB, LEED AP BD+C
3631 NORTH KATMAI
MESA, AZ 85215



EQUIPMENT PLAN

SCALE: 3/8" = 1'-0"



PROJECT ADDRESS:
ROUTE 3 & PLAZA DR.
WATERLOO, IL 62298

REVISIONS:

TITLE:
EQUIPMENT
PLAN &
SCHEDULE

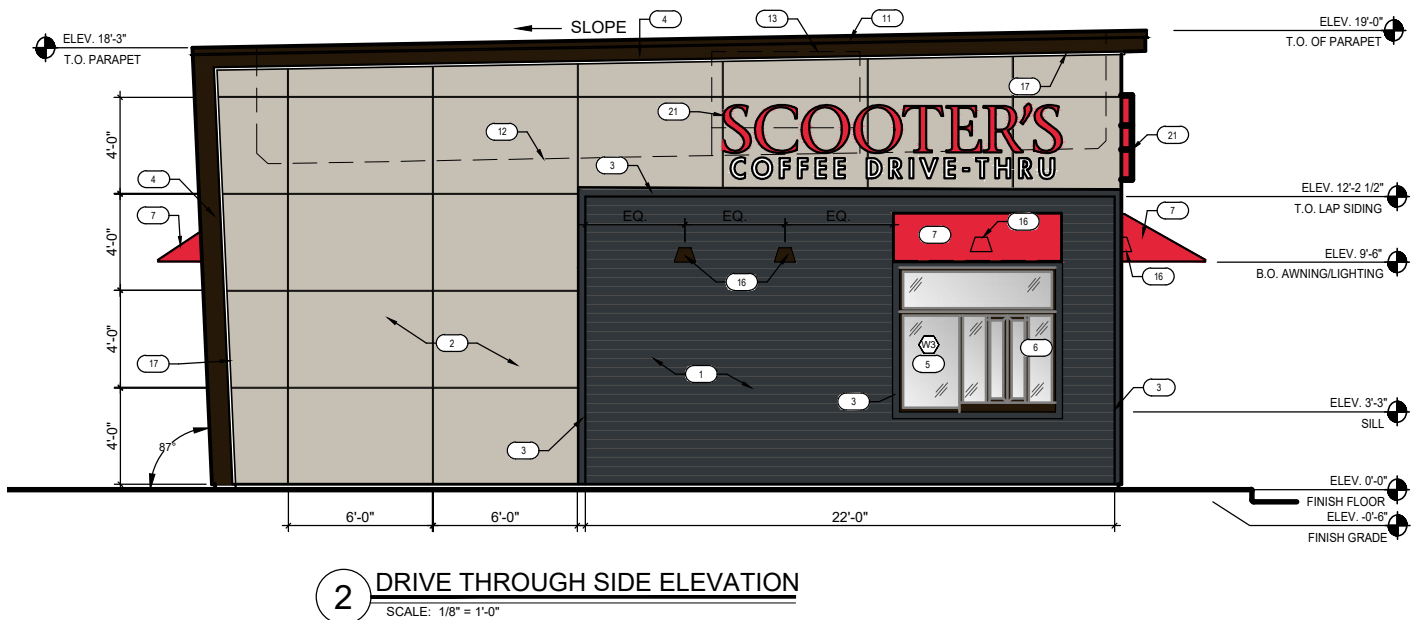
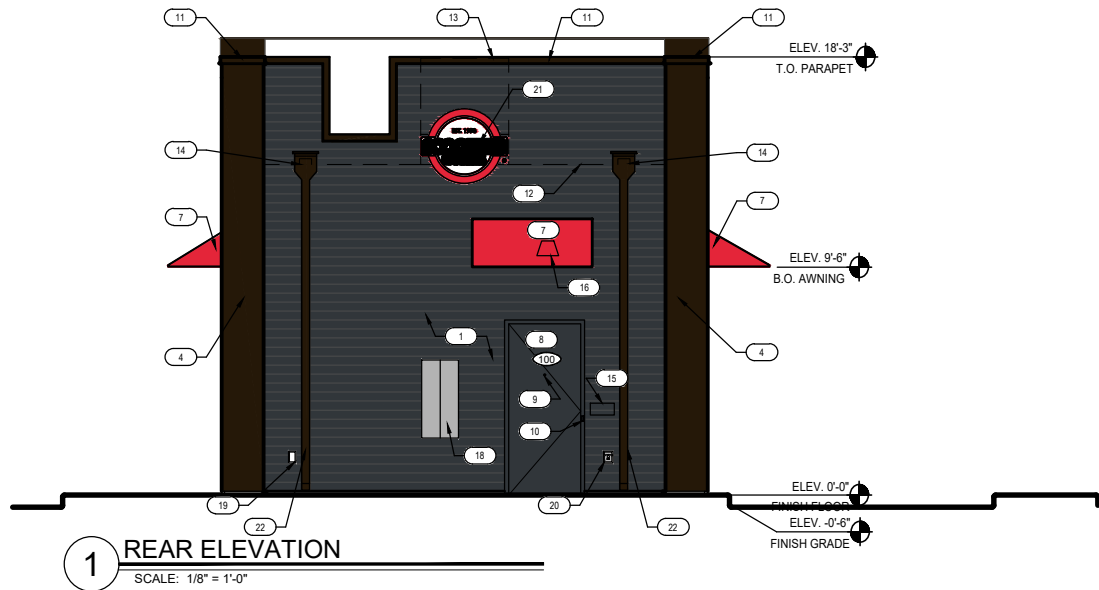
DATE:
11.11.2021

PROJECT NO.
21-413

- ☐ DESIGN DEVELOPMENT
- ☒ PERMIT SUBMITTAL
- ☐ BID PACKAGE
- ☐ CONSTRUCTION ISSUE

SHEET NO.

K1.0

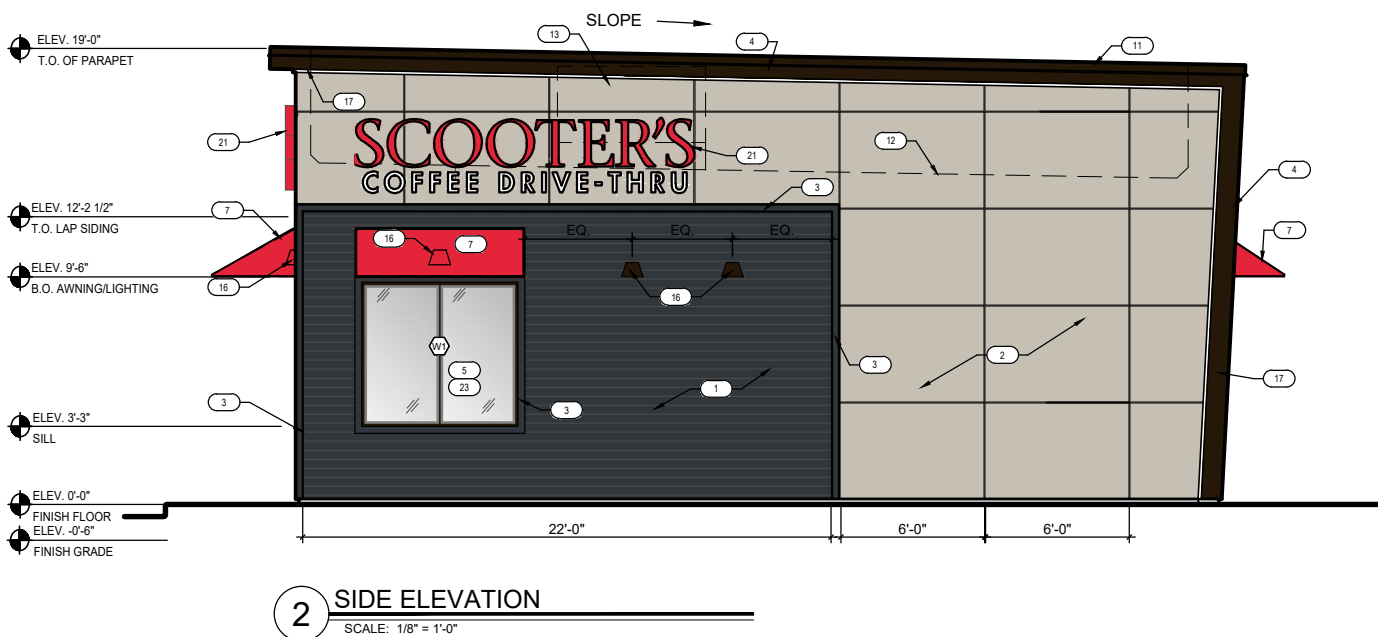
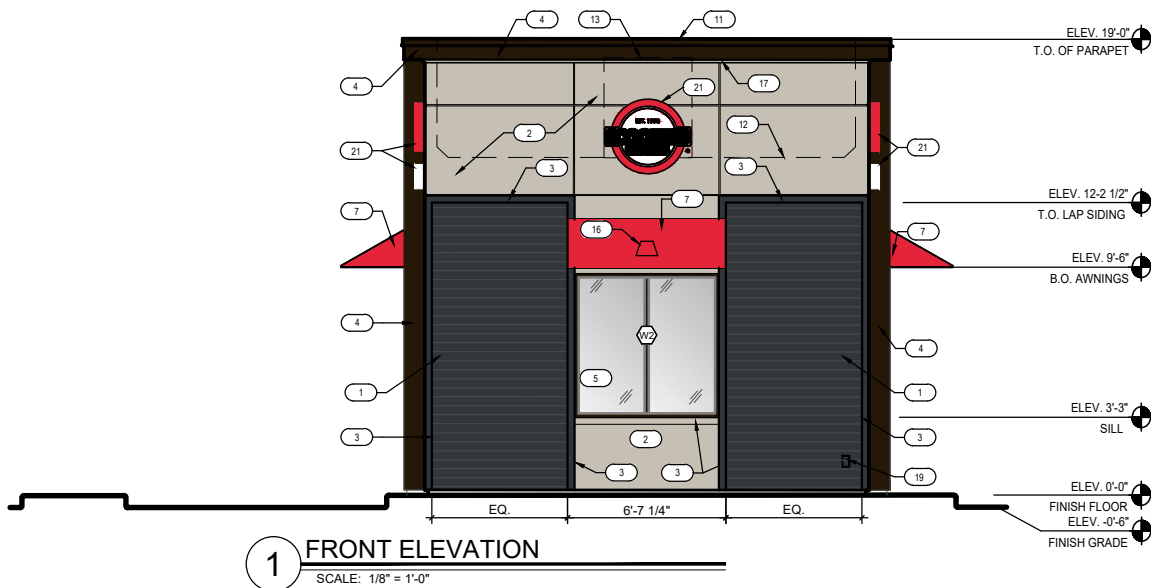


KEYNOTES

- | | |
|---|---|
| 1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4", SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH | 14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A6.3 |
| 2. HARDIE REVEAL PANEL SYSTEM WZ10 - SMOOTH FINISH, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SW 1015 SKYLINE STEEL | 15. MAILBOX BY OWNER |
| 3. 3 1/2" HARDIE TRIM, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH | 16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS |
| 4. 20 GAUGE METAL ACCENTS AND SOFFITS - COLOR: BLACK | 17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS |
| 5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS | 18. SES PANEL, SEE ELECTRICAL DRAWINGS |
| 6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE | 19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS |
| 7. AWNING BY OTHERS - COLOR: RED | 20. HOSE BIBB, SEE PLUMBING DRAWINGS |
| 8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH | 21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT |
| 9. PEEP HOLE, BY DOOR MANUFACTURER | 22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL. |
| 10. DOOR BELL | 23. SPANDREL GLASS |
| 11. 20 GAUGE METAL PARAPET CAP | |
| 12. LINE OF ROOF BEYOND | |
| 13. ROOF TOP UNIT BEYOND, SEE MECHANICAL DRAWINGS | |

4.0 PROTOTYPE
11/08/2021





KEYNOTES

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4", SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH 2. HARDIE REVEAL PANEL SYSTEM WZ10 - SMOOTH FINISH, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SW 1015 SKYLINE STEEL 3. 3 1/2" HARDIE TRIM, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH 4. 20 GAUGE METAL ACCENTS AND SOFFITS - COLOR: BLACK 5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS 6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE 7. AWNING BY OTHERS - COLOR: RED 8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH 9. PEEP HOLE, BY DOOR MANUFACTURER 10. DOOR BELL 11. 20 GAUGE METAL PARAPET CAP 12. LINE OF ROOF BEYOND 13. ROOF TOP UNIT BEYOND, SEE MECHANICAL DRAWINGS | <ol style="list-style-type: none"> 14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A6.3 15. MAILBOX BY OWNER 16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS 17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS 18. SES PANEL, SEE ELECTRICAL DRAWINGS 19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS 20. HOSE BIBB, SEE PLUMBING DRAWINGS 21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT 22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL. 23. SPANDREL GLASS |
|--|---|

4.0 PROTOTYPE
11/08/2021

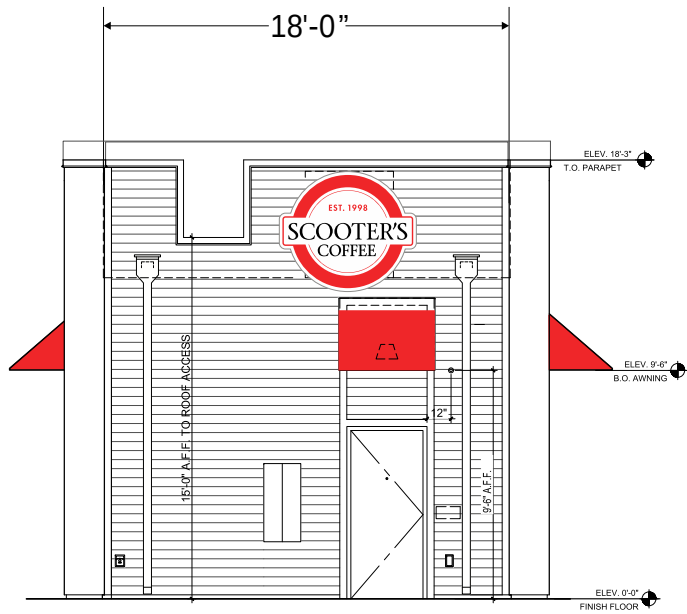




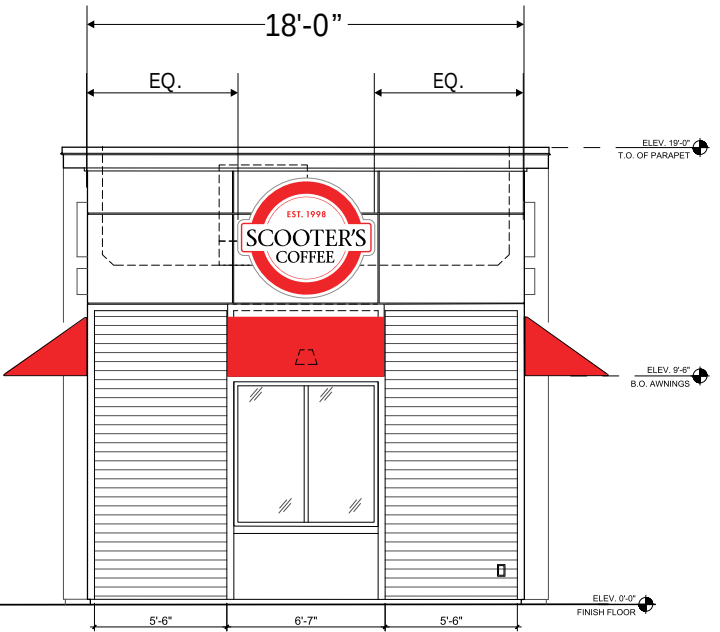
ELEVATION 1 - DRIVE THRU



ELEVATION 2 - SIDE

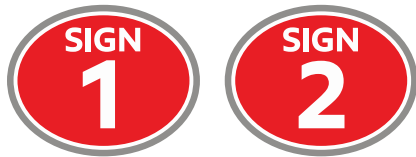


ELEVATION 3 - BACK

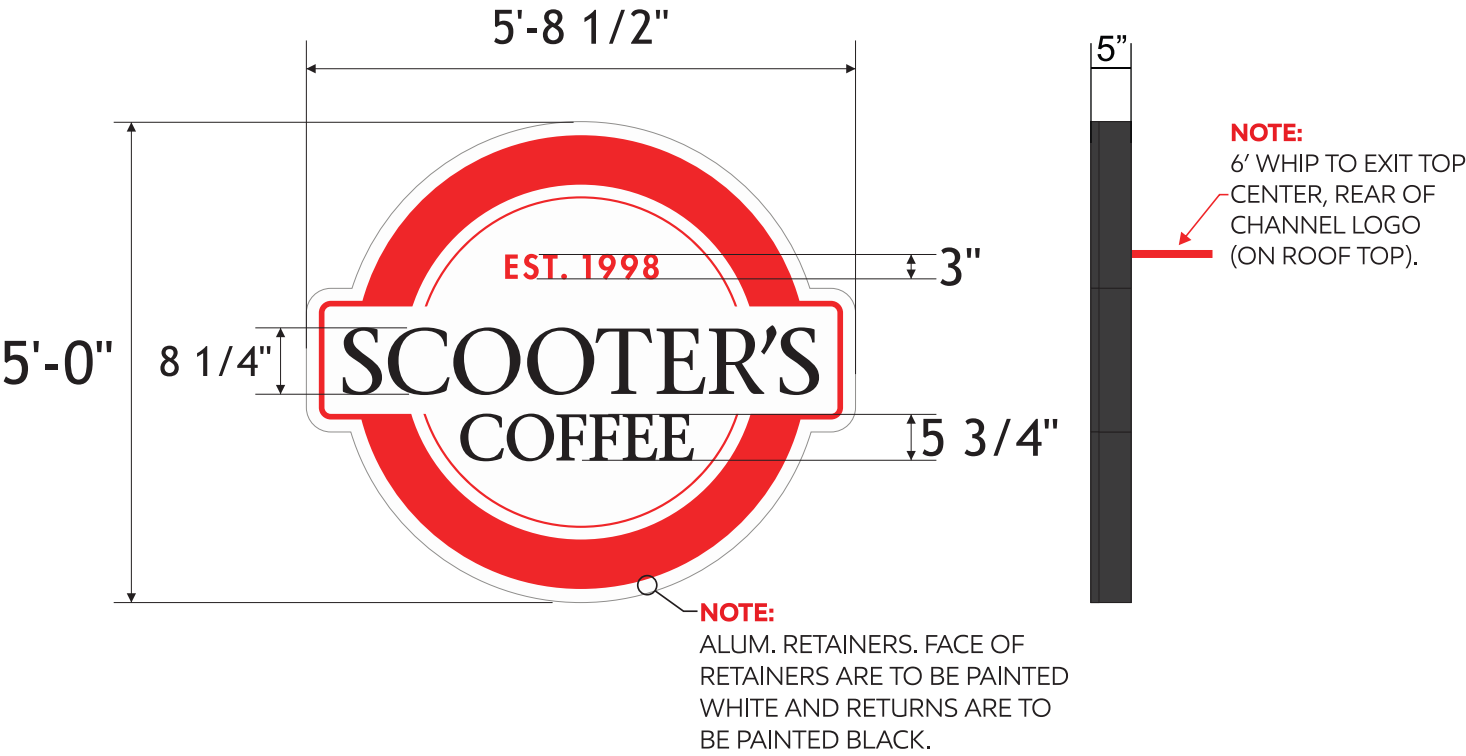


ELEVATION 4 - FRONT

Scale: 1/8" = 1'-0"		A3.1/A3.2 EXTERIOR ELEVATIONS							
 Omaha Neon Sign Co., Inc.	1120 N 18th Street • Omaha 68102 402.341.6077 • 402.341.7654 fax This design and all material appearing hereon constitute the original unpublished work of Omaha Neon Sign Co., Inc. and may not be duplicated, used or disclosed without written consent.	DRAWING # : 130735-2 PROJECT ID: 28833	SALES PERSON: andye nelson DATE: 08.09.22 Revised: 000000	INSPECTED BY:	SCOOTER'S COFFEE DRIVE-THRU	NOTICE: ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL BY THE UNDERSIGNED AND DATED PRIOR TO ANY FABRICATION OF PRODUCT. OMAHA NEON SIGN COMPANY, INC. HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.	Signed _____ Date _____ Sales Rep. _____ Date _____	This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.	
			DRAWN BY: wes stephens						



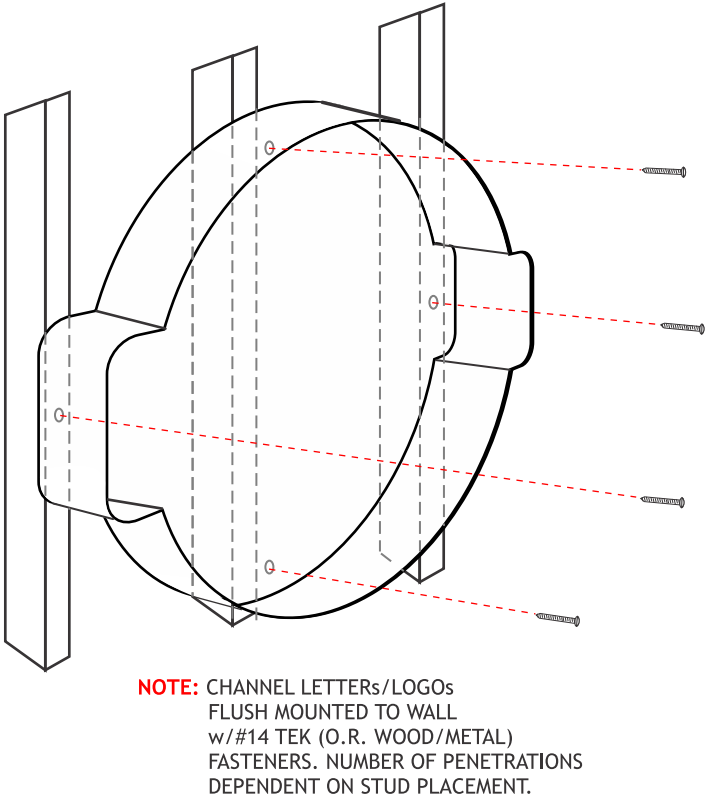
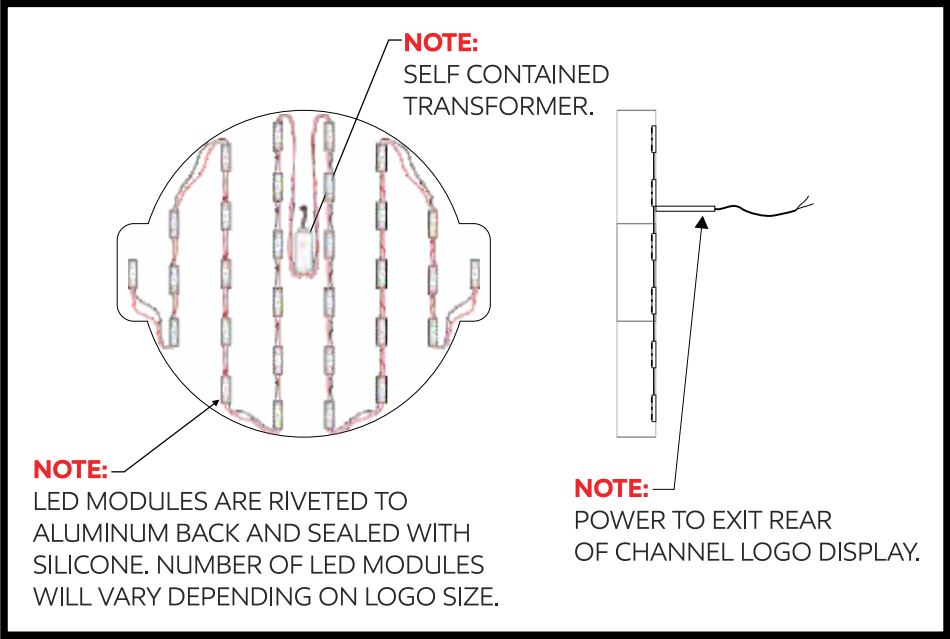
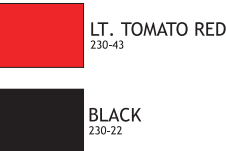
ILLUMINATED CHANNEL LOGO(s)
FLUSH MOUNTED



EACH CHANNEL LOGO SQ FOOTAGE: **28.55 sq. ft.**

SCOOTER'S COFFEE DRIVE-THRU	
Illuminated Channel Logo	
RETURNS:	5 Inch Deep .050 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	3/16 Inch White Acrylic
VINYL:	(as noted)
RETAINERS:	Alum. Ptd Two Tone: White Face - Black Return
ILLUMINATION:	White Hanley LED's

3M Series 230
TRANSLUCENT FILM



Scale: 1/2" = 1'-0"

CHANNEL LOGO(s)



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402.341.6077 • 402.341.7654 fax
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consent.

DRAWING # : 000000
PROJECT ID: 00000

SALES PERSON: andye nelson
DRAWN BY: wes stephens

DATE: 000000
Revised:
DATE: 000000

INSPECTED BY:

**SCOOTER'S
COFFEE DRIVE-THRU**
000000

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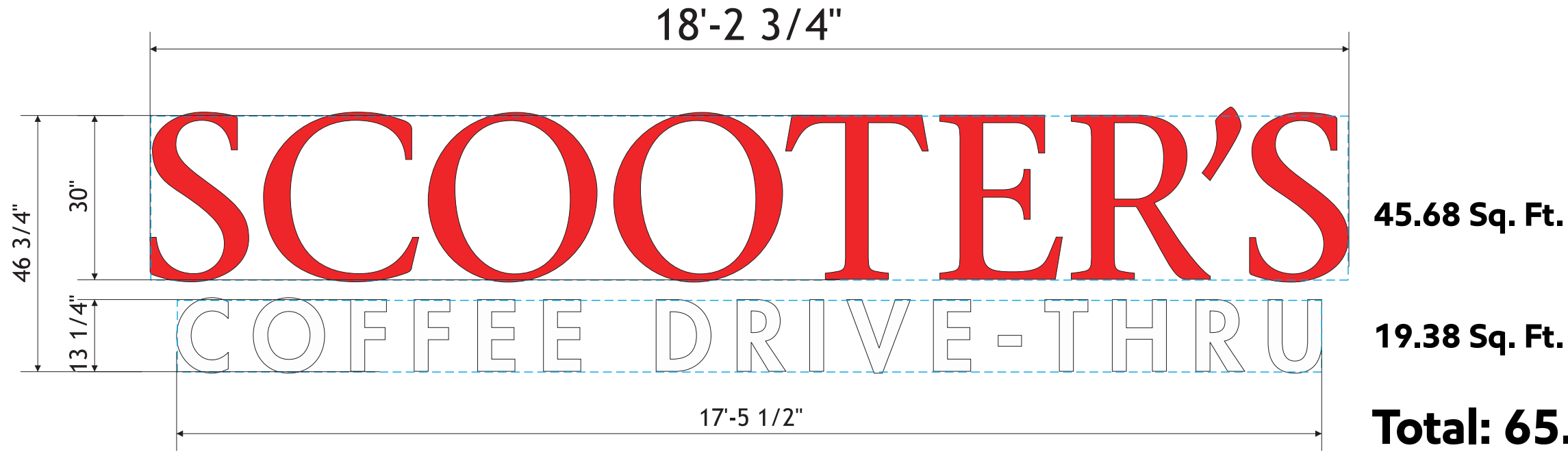
Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be
installed in accordance with the
requirements of Article 600 of the
National Electric Code and/or
other applicable local codes. This
includes proper grounding and
bonding of the sign.





ILLUMINATED CHANNEL LETTERS(s)
FLUSH MOUNTED



SCOOTER'S COFFEE DRIVE-THRU	
Channel Letter Specifications	
SCOOTER'S	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
VINYL:	230-43 Tomato Red - Translucent
TRIM-CAP:	1 Inch Black
ILLUMINATION:	Red Hanley LED's
COFFEE DRIVE-THRU	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
TRIM-CAP:	1 Inch Black
ILLUMINATION:	White Hanley LED's

ONE (1) 100watt
POWER SUPPLY

ONE (1) 60watt
POWER SUPPLY

NOTE:
"COFFEE DRIVE-THRU" WILL BE WIRED
INSIDE DROP CEILING.

NOTE:
POWER TO EXIT AT TOP AREA OF
"SCOOTER'S"

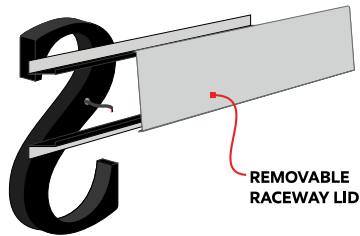
NOTE:
ALUMINUM REVERSE RACEWAY
LOCATED ON ROOF BEHIND
PARAPET WALL.

NOTE:
POWER TO EXIT AT LOWEST POINT
OF "COFFEE DRIVE-THRU"

NOTE:

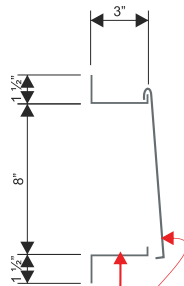
POWER TO EXIT LOWER
LETTERS AND ENTER STORE.

TOGGLE SWITCH
ON/OFF



REMOVABLE
RACEWAY LID

NOTE:
INVERTED RACEWAY TO BE SEALED BY ROOTER
AFTER INSTALLATION.



REMOVABLE
RACEWAY LID

THERE ARE TO BE WEEP
HOLES AT BOTTOM OF
RACEWAY

Scale: 1/2" = 1'-0"

CHANNEL LETTER(S)



Omaha Neon
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DRAWING # : 000000
PROJECT ID: 00000

SALES PERSON: andye nelson

DATE: 000000

DRAWN BY: wes stephens

Revised:
DATE: 000000

INSPECTED BY:

SCOOTER'S
COFFEE DRIVE-THRU
000000

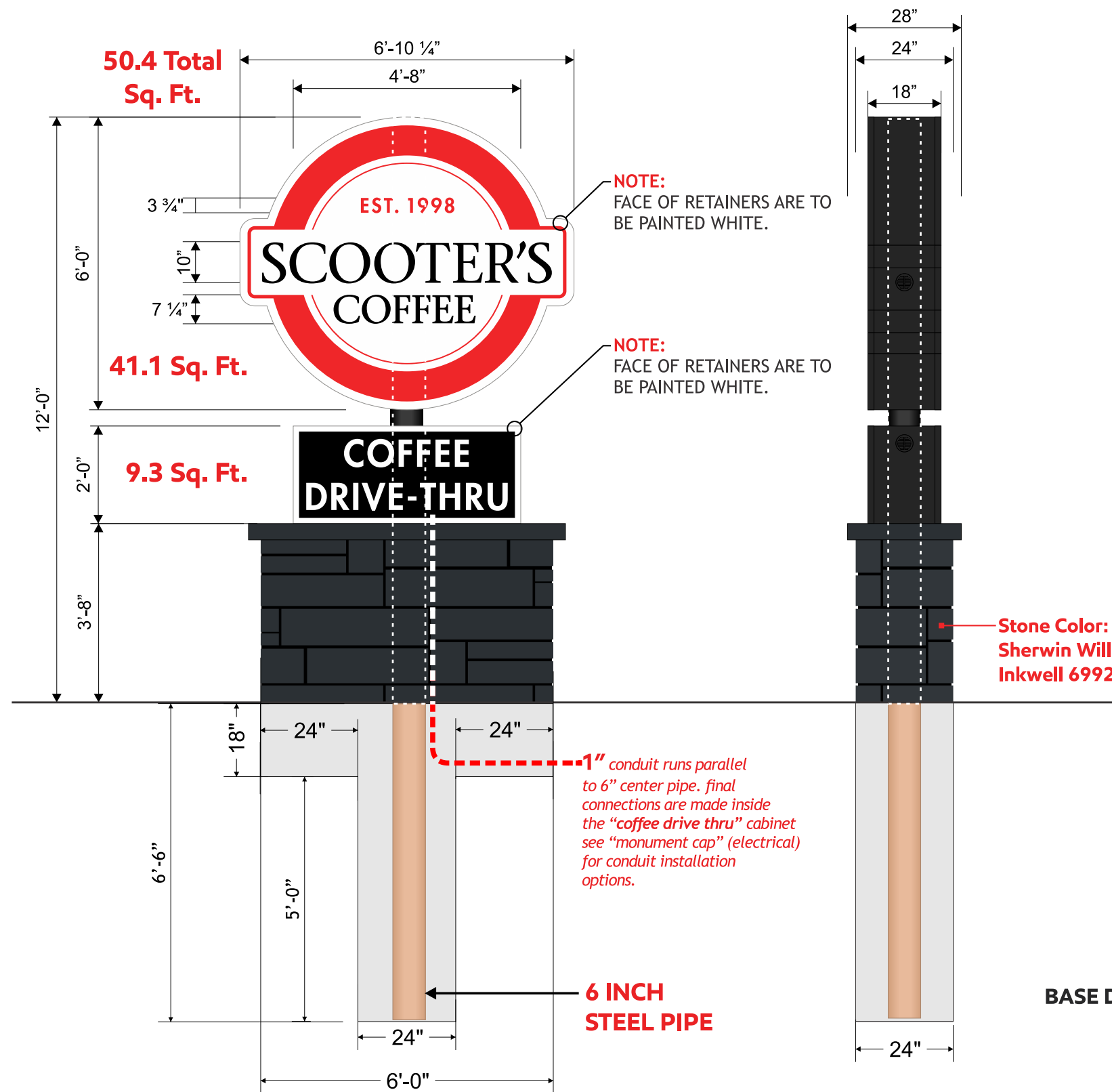
NOTICE:

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APPROVAL BY THE UNDERSIGNED AND DATED
PRIOR TO ANY FABRICATION OF PRODUCT.
OMAHA NEON SIGN COMPANY, INC. HOLDS ALL
AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be
installed in accordance with the
requirements of Article 600 of the
National Electric Code and/or
other applicable local codes. This
includes proper grounding and
bonding of the sign.





3M Series 230 TRANSLUCENT FILM

LT. TOMATO RED
230-43

BLACK
230-22

D/F MONUMENT SIGN DISPLAY: 12' HEIGHT SCALE: 3/8" = 1'-0"

1 SCOOTER'S COFFEE DRIVE-THRU

Monument Sign Display (Primary)

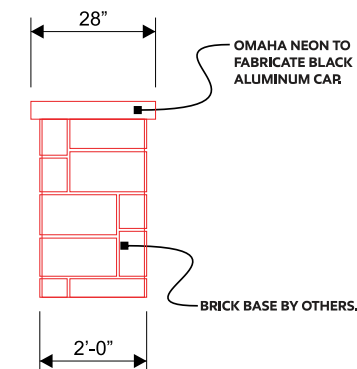
FABRICATED FROM .050 ALUMINUM PAINTED WHITE OVER AN INTERNAL ANGLE FRAME WITH WHITE PRE-FINISHED ALUMINUM SKIN. RETAINERS ARE TO BE ALUMINUM PAINTED WHITE. FACES ARE TO BE WHITE LEXAN WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH ONE (1) ROW OF WT HANLEY PHEONIX LED LIGHTING. CABINET IS TO BE MOUNTED TO SINGLE POLE STRUCTURE (AS NOTED).

2 SCOOTER'S COFFEE DRIVE-THRU

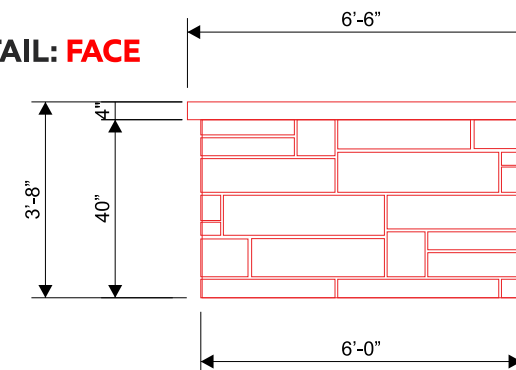
Monument Sign Display (Secondary)

FABRICATED FROM EC-FRAME (EXTRUDED ALUMINUM AND WILL HAVE ALUMINUM SKIN PAINTED. CABINET AND RETAINERS ARE TO BE PAINTED WHITE. FACE(S) IS TO BE 3/16" WHITE PLEXIGLAS #2793 WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE. INTERNAL ILLUMINATION WITH WHITE HANLEY PHOENIX S/S LED'S. CABINET IS TO BE MOUNTED TO POLE STRUCTURE USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

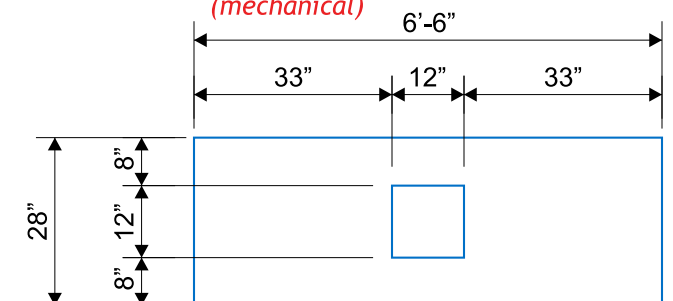
BASE DETAIL: SIDE



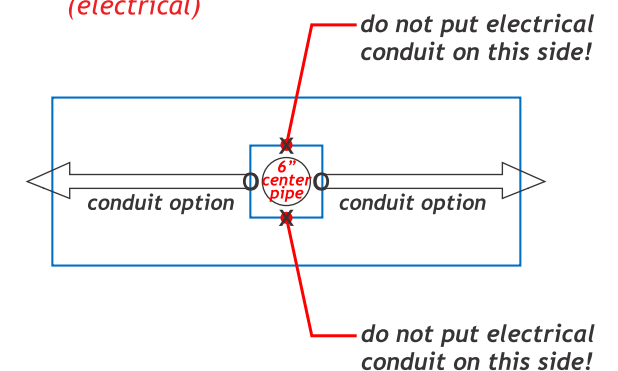
BASE DETAIL: FACE



TOP VIEW - MONUMENT CAP (mechanical)



TOP VIEW - MONUMENT CAP (electrical)



**Omaha Neon
Sign Co., Inc.**

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax
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DRAWING # : 127588
PROJECT ID: REV MAY2021

SALES PERSON: andye nelson

DRAWN BY: wes stephens

DATE: 05.18.21

Revised:
DATE: 02.08.22

INSPECTED BY:

**SCOOTER'S
COFFEE DRIVE-THRU**
**MONUMENT
REVISIONS**

NOTICE:

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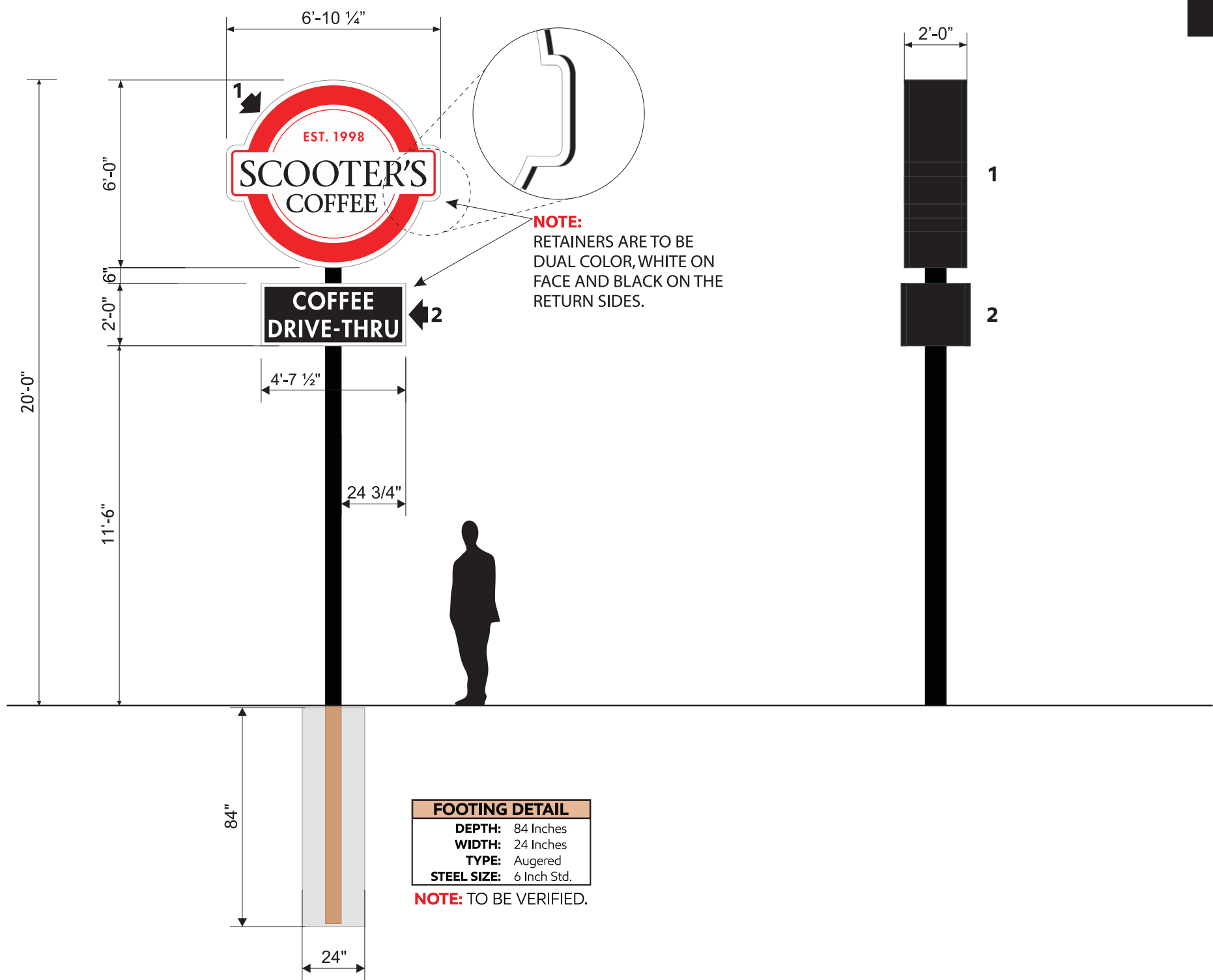
Signed _____ Date _____
Sales Rep. _____ Date _____

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D/F POLE SIGN DISPLAY
SCALE: 1/4" = 1'-0"



3M Series 230
TRANSLUCENT FILM

	LT. TOMATO RED 230-43
	BLACK 230-22

1 **SCOOTER'S**
COFFEE DRIVE-THRU

Pole Sign Display (Primary)

FABRICATED FROM .050 ALUMINUM PAINTED WHITE OVER AN INTERNAL ANGLE FRAME WITH WHITE PRE-FINISHED ALUMINUM SKIN. RETAINERS ARE TO BE ALUMINUM PAINTED WHITE. FACES ARE TO BE WHITE LEXAN WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH ONE (1) ROW OF WT HANLEY PHEONIX LED LIGHTING. CABINET IS TO BE MOUNTED TO SINGLE POLE STRUCTURE (AS NOTED).

2 **SCOOTER'S**
COFFEE DRIVE-THRU

Pole Sign Display (Secondary)

FABRICATED FROM EC-FRAME (EXTRUDED ALUMINUM AND WILL HAVE ALUMINUM SKIN PAINTED. CABINET AND RETAINERS ARE TO BE PAINTED WHITE. FACE(S) IS TO BE 3/16" WHITE PLEXIGLAS #2793 WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE. INTERNAL ILLUMINATION WITH WHITE HANLEY PHOENIX S/S LED's. CABINET IS TO BE MOUNTED TO POLE STRUCTURE USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

FOOTING DETAIL	
DEPTH:	84 Inches
WIDTH:	24 Inches
TYPE:	Augered
STEEL SIZE:	6 Inch Std.

NOTE: TO BE VERIFIED.

Scale: 1/4" = 1'-0"		MONUMENT/POLE SIGN(S)										
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				DRAWN BY: wes stephens		Revised: _____ DATE: 000000						



Scooter's

Ref#RC-22-146 • Feb. 25, 2022

DT FLEX FLX-3-SSS (354) Outdoor Menu System
88.72" w x 71.56" h
OUTER FRAME COLOR: ■ Textured Black (STOCK) □ Black □ White □ Tan □ Red □ Silver □ Blue
□ Duranodic Brown

DT Flex 354

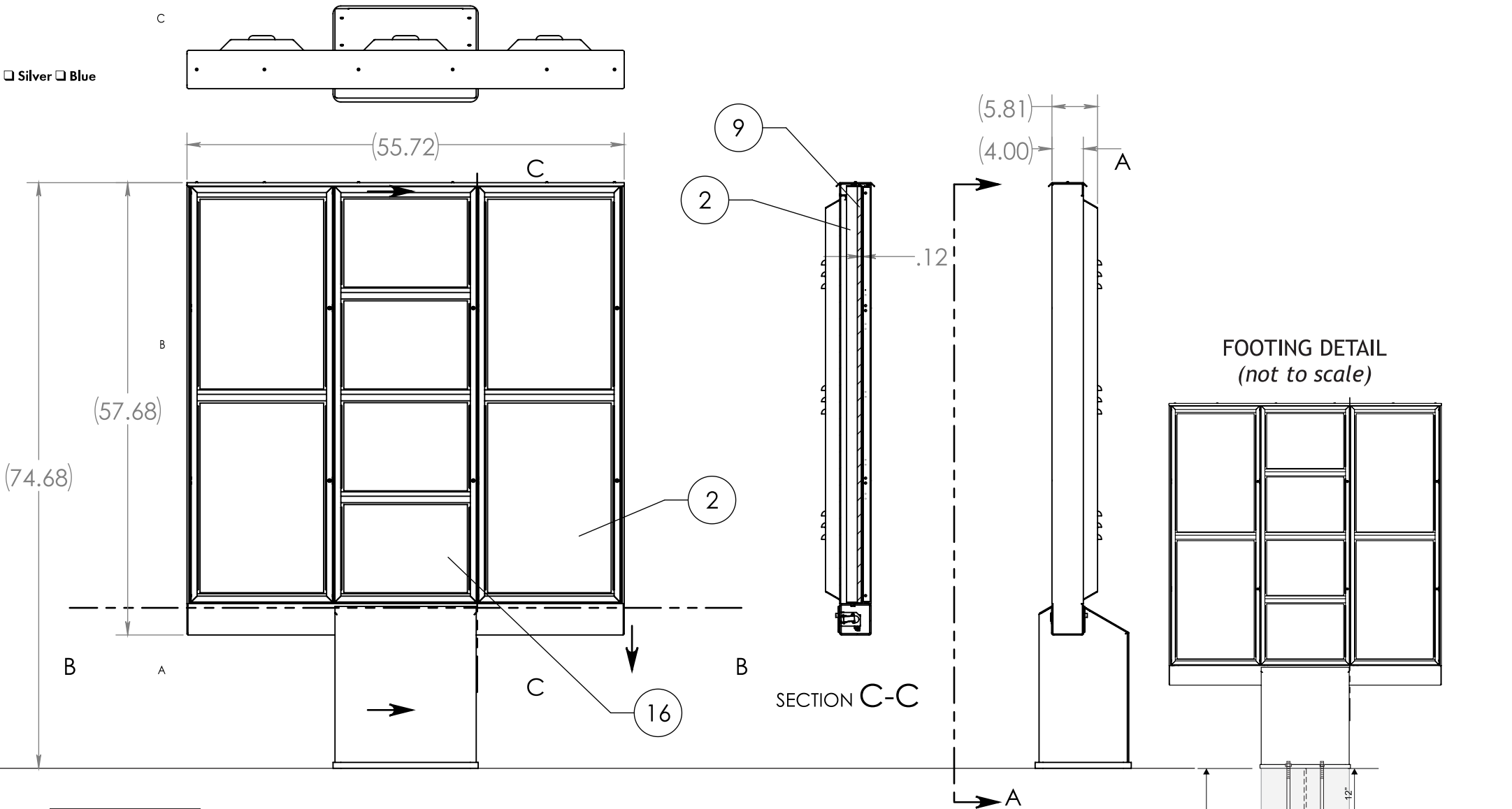
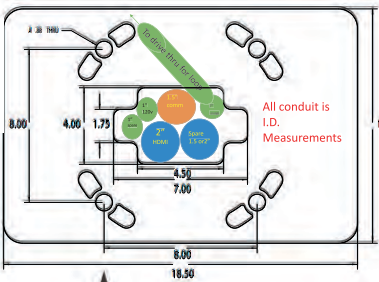


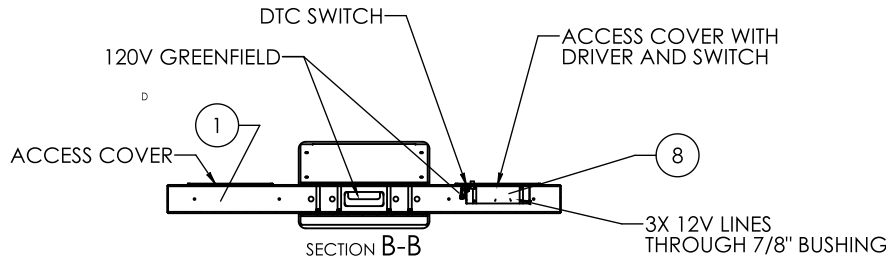
DIAGRAM CC Template & Foundation

Mounting Template

STANDALONE



Set template on a 45° To the drive thru so that the 1" conduit For loop is perpendicular to drive thru.



Scale:

MENU BOARD



Omaha Neon Sign Co., Inc.

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DRAWING # : 000000
PROJECT ID: 00000

SALES PERSON: andye nelson
DRAWN BY: wes stephens

DATE: 000000
Revised:
DATE: 000000

INSPECTED BY:

SCOOTER'S
COFFEE DRIVE-THRU
000000

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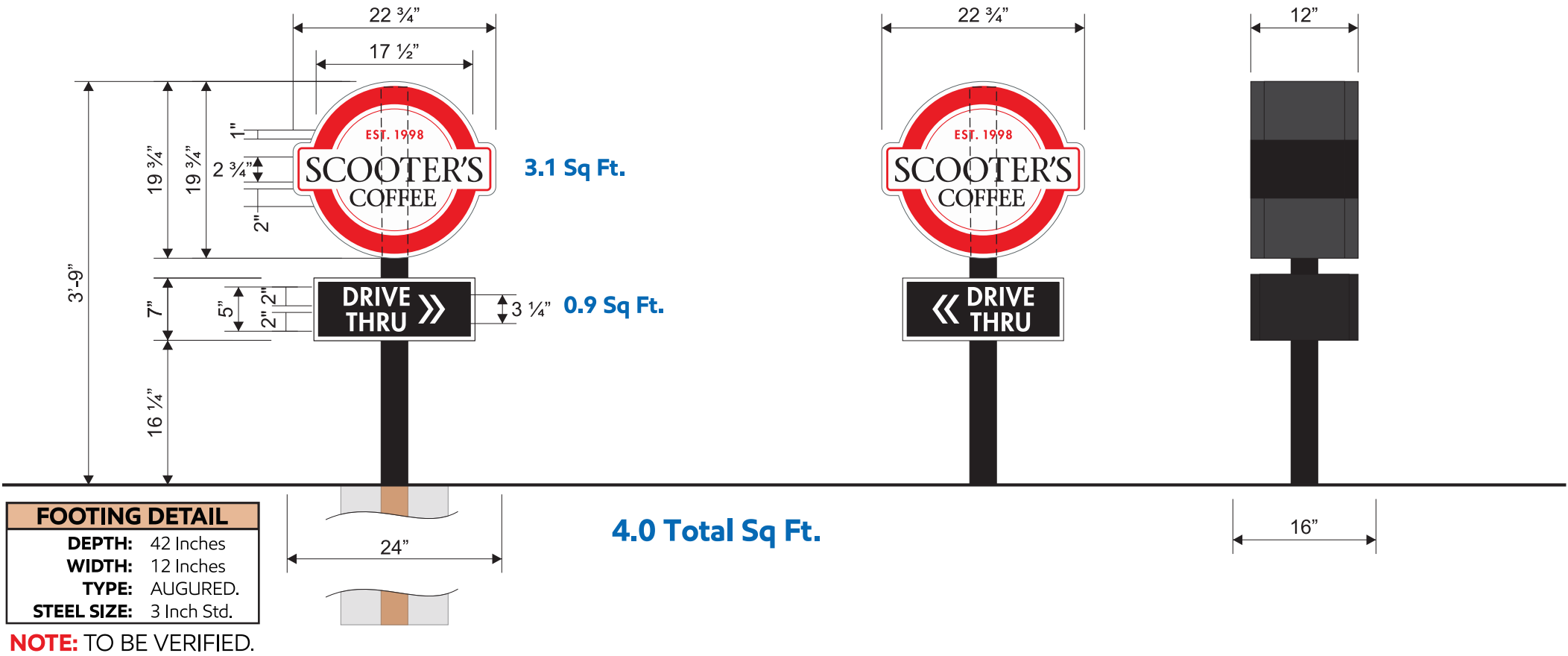
Signed _____ Date _____
Sales Rep. _____ Date _____

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ILLUMINATED D/F DIRECTIONAL SIGN DISPLAY



SCOOTER'S
COFFEE DRIVE-THRU

Directional Sign Display

INTERIOR FRAME:	1 Inch Angle Iron
CABINET COLOR:	.063 Aluminum Painted Black.
TRIM-CAP:	1 Inch Black.
FACE MATERIAL:	3/16" White Plexiglas
GRAPHICS:	Applied Vinyl Graphics (as noted).
ILLUMINATION:	White Hanley LED's

CABINET IS TO BE MOUNTED IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230

TRANSLUCENT FILM

LT. TOMATO RED

230-43

BLACK

230-22

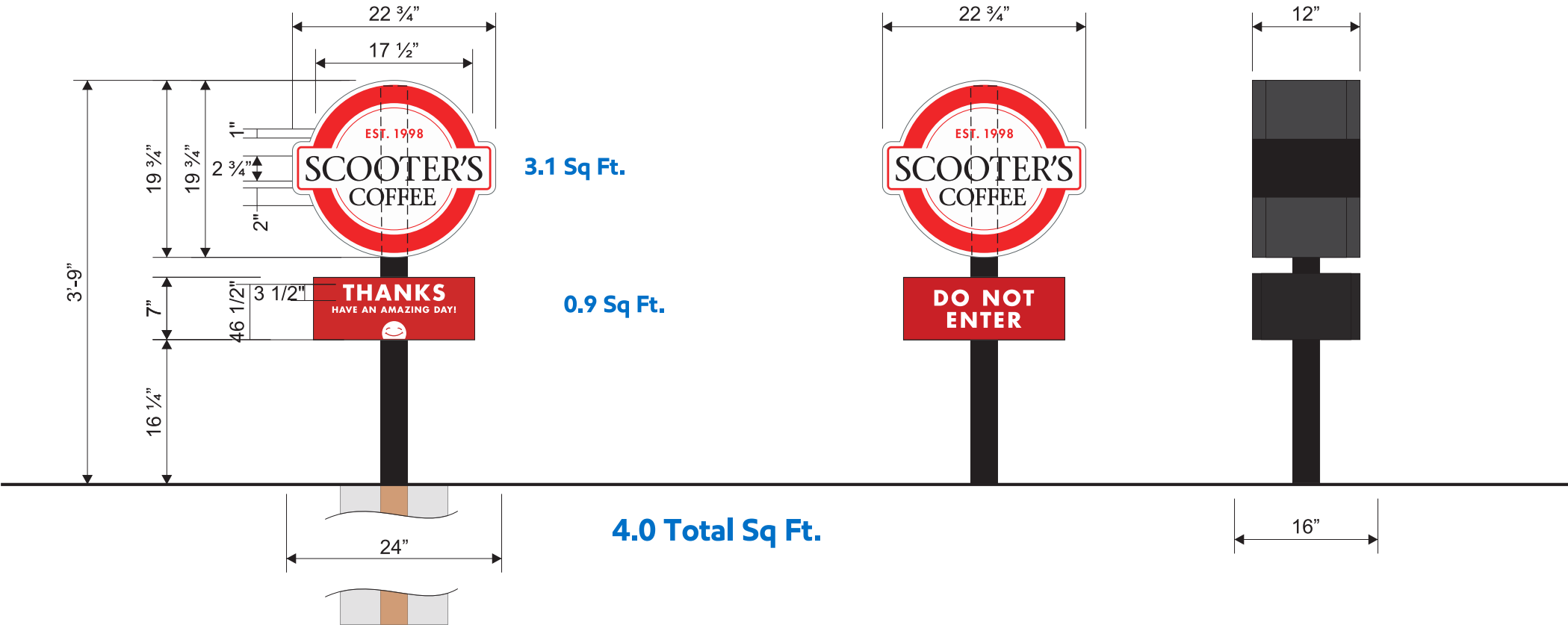
Scale: 3/4" = 1'-0"

DIRECTIONAL(s)

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		DRAWN BY: wes stephens	Revised: DATE: 000000			



ILLUMINATED D/F DIRECTIONAL SIGN DISPLAY



SCOOTER'S
COFFEE DRIVE-THRU

Directional Sign Display

INTERIOR FRAME:	1 Inch Angle Iron
CABINET COLOR:	.063 Aluminum Painted Black.
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3M Series 230

TRANSLUCENT FILM



Scale: 3/4" = 1'-0"

DIRECTIONAL(s)



Omaha Neon
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DRAWING # : 000000
PROJECT ID: 00000

SALES PERSON: andye nelson

DATE: 000000

DRAWN BY: wes stephens

Revised:
DATE: 000000

INSPECTED BY:

SCOOTER'S
COFFEE DRIVE-THRU
000000

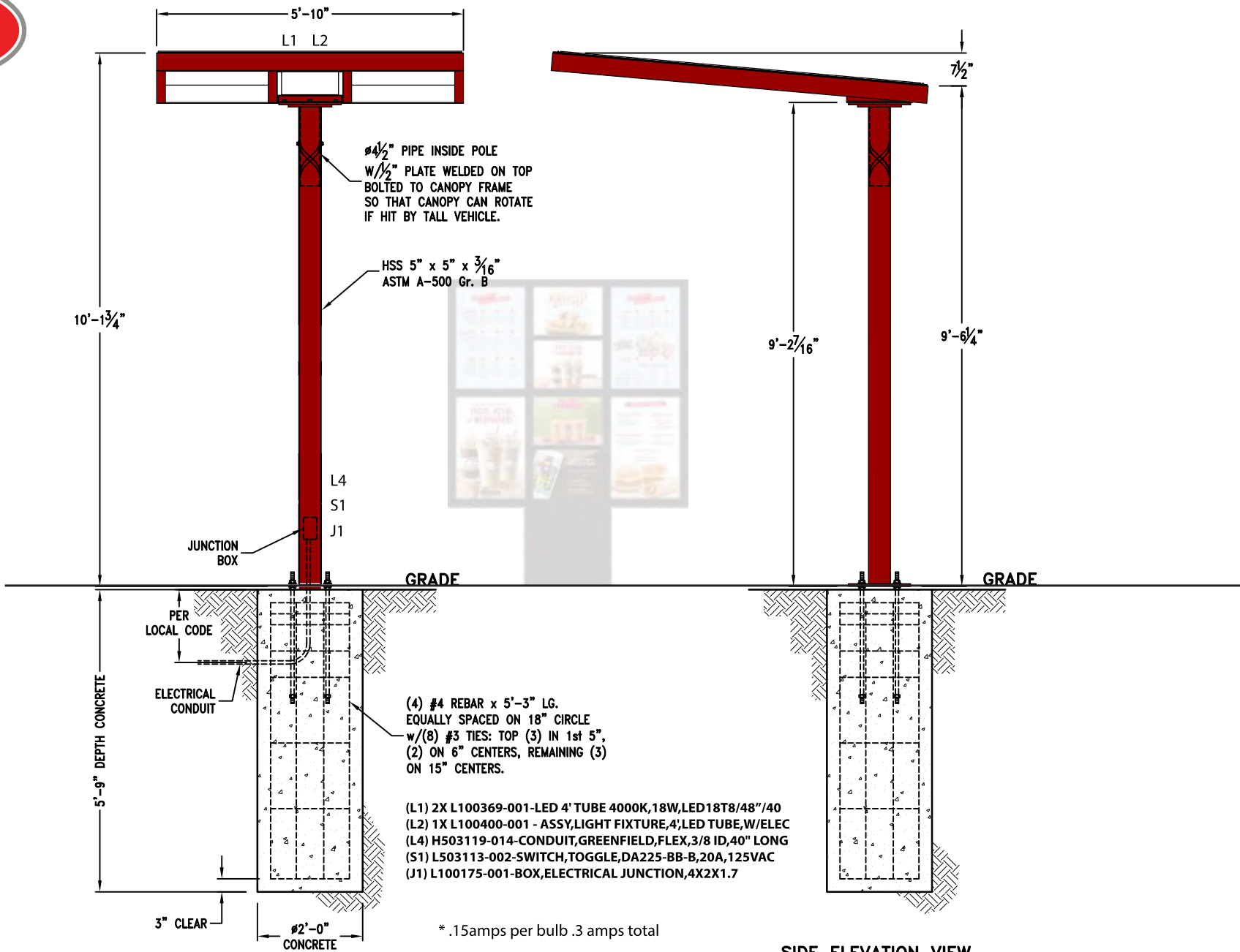
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PLAN VIEW
QTY. CONCRETE: 0.7 CU. YDS.

DIAGRAM L

DIAGRAM H

16"

curb

CANOPY/CLEARANCE BAR
LOCATION/POSITION
(CURVED DRIVE)

HOLE SIZES:
A: 0.813" DIA. HOLE.....(4 REQD)
B: 4.5" SQUARE HOLE.....(1 REQD)

The high voltage conduit must be installed in place by a qualified contractor. It runs from the power source to the menu board location. A conduit stub should protrude 4" above the concrete slab (see **Diagram L**) Use the template supplied for the correct relation between the mounting bolts and the conduit location. Power and ground leads should be pulled through the conduit approximately 12" beyond the conduit stub, and be accessible at the time of final wiring. **Note: The 120VAC power lines run up the inside back of the pedestal base (see Diagram C, Mounting Template)**

After the location is established, pour the concrete footing per local codes. While the concrete is still soft, insert the four (4) anchor bolts. Use the supplied template as a bolt and conduit locator. Anchor bolts should be 2-3/4" above grade (see Diagram F Foundation). **Note: Prior to placing the template down, one (1) nut must be threaded onto each anchor bolt and sunk into the concrete, flush with the top of the nut.** Place the template over the eight (4) anchor bolts and secure in place with four (4)

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Sales Rep. _____ Date _____

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Conditional Use No. CUP-2, which is a request by Macy Merkel, Hagstrom Engineering, on behalf of Pennington Square Inc, to construct a 670 square foot drive thru coffee shop on the subject property at 104 18th Street SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:45 p.m. Matt Hagstrom said thank you for allowing them to attend virtually as the weather didn't cooperate. He said he appreciates Greg for setting it up and all the assistance with the site plan. He said he's happy to answer any questions. Public hearing closed at 5:46 p.m. Effertz said they don't require any fencing. Kruschke said no. Eickhoff said that he really appreciates that they're coming to town. This is an awkward property and a good use for it. Effertz asked if there are any further plans to develop this property. Kruschke said this is about the full use of the property. They may be able to put a small addition on. Meier said it's a good use of the location. Eickhoff said that's a tight road to begin with and he'd be interested to see how traffic flows. A motion was made Effertz and seconded by Meier to recommend City Council approval of this conditional use permit request with the following conditions:

- 1) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
- 2) All signs shall have a sign permit issued.
- 3) The applicant shall revise the landscaping plan to include groupings of shrubbery to strategically block headlights and provide some visual interest.
- 4) Prior to issuance of the Certificate of Occupancy a 10' wide utility easement centered on the relocated electric line shall be provided and recorded in favor of the City of Owatonna.

All Ayes, motion carried.

A petition by Curt Johnson, Johnson Family Revocable Trust, for a request for vacation of a portion of a drainage and utility easement on the property located at 370 24th Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:49 p.m. Curt Johnson was present and said they just want to combine the properties. Eickhoff asked if there was drainage through there. Kruschke said that it's a general term, but in order for them to construct they'll have to reroute the drainage. Eickhoff asked if the properties behind it are impacted. Kruschke said that is not an issue. The utility easement will still continue through the westernmost 10' of this lot along the north and south and along the right of way on 24th Avenue. Havelka Place is just to the north of this property. Public hearing closed at 5:51 p.m. A motion was made by Eickhoff and seconded by Peake to recommend City Council approval of this vacation of a portion of drainage and utility easement located on the property at 370 24th Avenue NW. All Commissioners voting Aye, the motion carried.

A request for a Final Plat of Turtle Creek Addition, which is a 1.00± acre tract zoned B-2, Community Business, owned by Greg Schultz / Turtle Creek Development, and located at 490 / 496 West North Street, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Rooks asked if the buildings share utilities. Greg Schultz said they do not share utilities. The gas comes in from one street and has to go across the lot to go to the other building. Kruschke said a service line services them both and each one has a separate service coming into it. Rooks said she just wanted to make sure they weren't sharing utilities. A motion was made by Wilson and seconded by Effertz to recommend City Council approval of this final plat of Turtle Creek Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of this approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The easement agreement shall be recorded along with the final plat.

All Commissioners voting Aye, the motion carried.



Community Development Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Res 100-22: Joint Resolution with Owatonna Township - Annex Jindra Property at 2401 26th St NE

Purpose:

Approve a Joint Resolution with Owatonna Township regarding annexation of the Jindra property located at 2401 26th Street NE.

Background:

Dan Jindra has requested annexation of his property due to the need for municipal services, primarily water. The applicant has spoken with the City as well as Owatonna Township regarding this petition for annexation. The Township will be acting on this Joint Resolution at their December meeting.

The property owner will be required to connect to municipal utilities by the end of next construction season. He has been working with James Bros., as well as the City and OPU, to obtain a bid for the required work to connect the water and sewer. It is currently located to the west of Majestic Lane. A sewer main will need to be extended to the north, ending in a manhole, and the sanitary service line connecting into the property.

Budget Impact:

The City is required to reimburse the Township for 2.5 years of the township's share of property taxes. This equates to \$518.80. The resolution requires the City to send a check within 90 days of the state's approval of the annexation.

Staff Recommendation:

Staff recommends approval of Resolution 100-22 approving the Joint Resolution with Owatonna Township for this annexation request.

Attachments:

1. Res 100-22 Joint Res - Owatonna Twp - Annex Jindra Property

CITY OF OWATONNA
RESOLUTION NO: 100-22

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

WHEREAS, a request from the property owner, Daniel Jindra, of the area proposed for designation and immediate annexation was received.

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

ATTACHED AS EXHIBIT A

and

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

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

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

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

1. **(Property.)** That the above described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed:

2. **(Acreage/Population/Usage.)** That the orderly annexation area consists of approximately 3.00 acres, the population in the area is 1, and the land use type will be residential.

3. **(Jurisdiction.)** That Owatonna Township and the City of Owatonna, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **(Municipal Reimbursement).** Minnesota Statutes § 414.036.

a. **Reimbursement to Towns for lost taxes on annexed property.**

Owatonna Township and the City of Owatonna have agreed upon a payment of \$518.80 to be paid to the township in exchange for lost property taxes. This amounts to an equivalent of two and a half years of the township share of property taxes per the Steel County Assessor. The City of Owatonna shall submit this payment to the township prior to March 15, 2023 after the annexation is formally approved by the State of Minnesota.

b. **Assessments and Debt.**

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

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

7. **(Utilities).** The property shall be connected to City Sanitary Sewer and Water by November 1, 2023.

8. **(Other Terms of Resolution).** None.

Adopted by affirmative vote of all the members of the Owatonna Township Board of Supervisors this _____ day of December 2022.

OWATONNA TOWNSHIP

ATTEST:

By: _____
Chairperson
Board of Supervisors

By: _____
Township Clerk

Adopted by affirmative vote of the City Council of Owatonna this _____ day of December 2022.

CITY OF OWATONNA

ATTEST:

By: _____
Mayor

By: _____
City Administrator

Approved this ____ day of _____ 20__

Drafted By:

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

EXHIBIT A

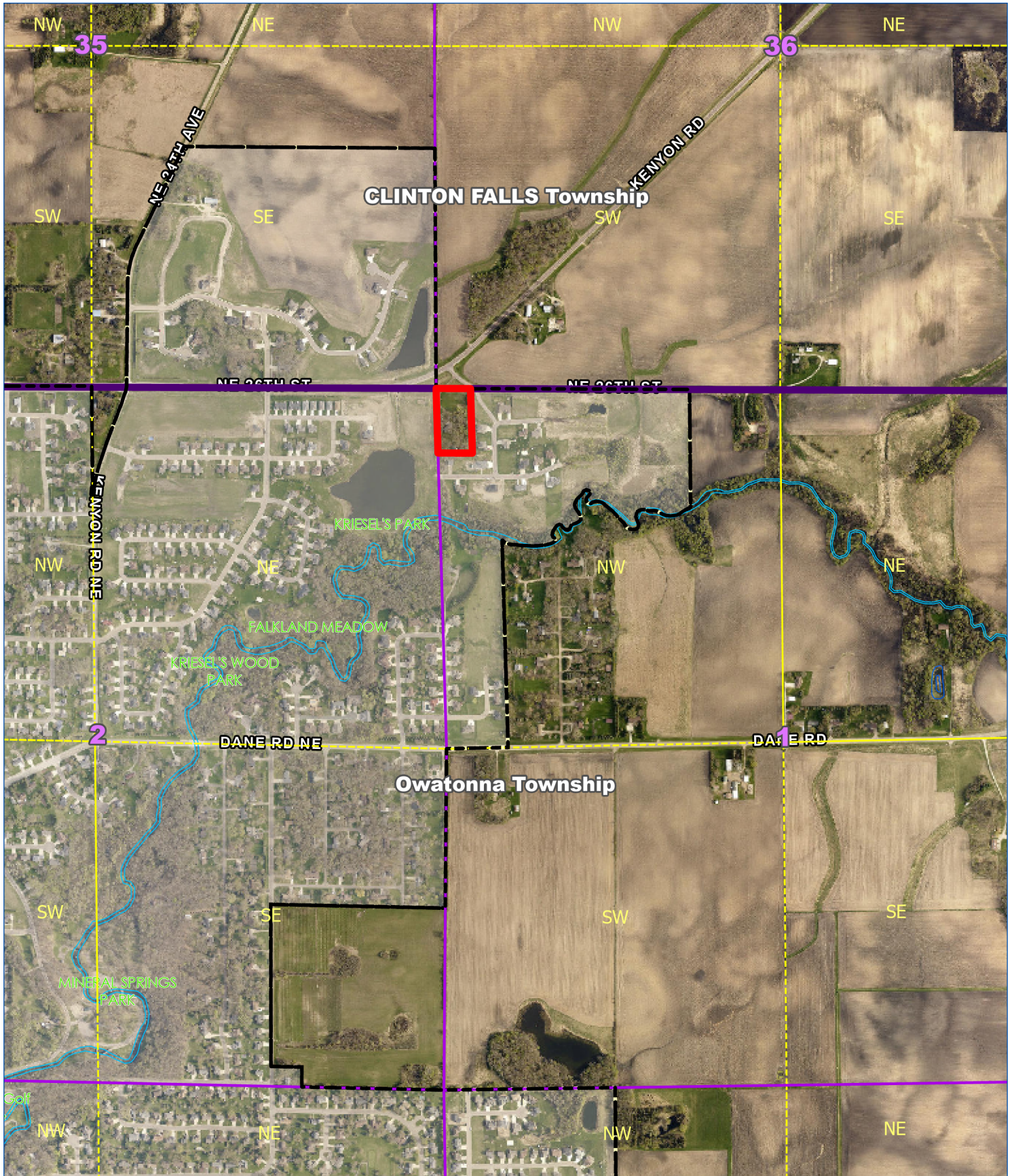
PREPARED ANNEXATION DESCRIPTION

All that part of the NW1/4 of Section 1-T107N-R20W, Steele County, Minnesota; described as follows:

Beginning at the northwest corner of said Section 1; thence South 89°46'26" East a distance of 264.00 feet, on an assumed bearing, on the north line of said NW1/4, to a northwest corner of MAPLE CREEK HIGHLANDS ADDITION, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota; thence South 01°39'10" East a distance of 495.00 feet, on a west line of said Addition; thence North 89°46'26" West a distance of 264.00 feet, on a north line of Block 3 of said Addition, to the west line of said NW1/4, thence North 01°39'10" West a distance of 495.00 feet, to the point of beginning.

Annexation Site

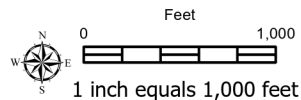
City of Owatonna



Section
Township

City of Owatonna

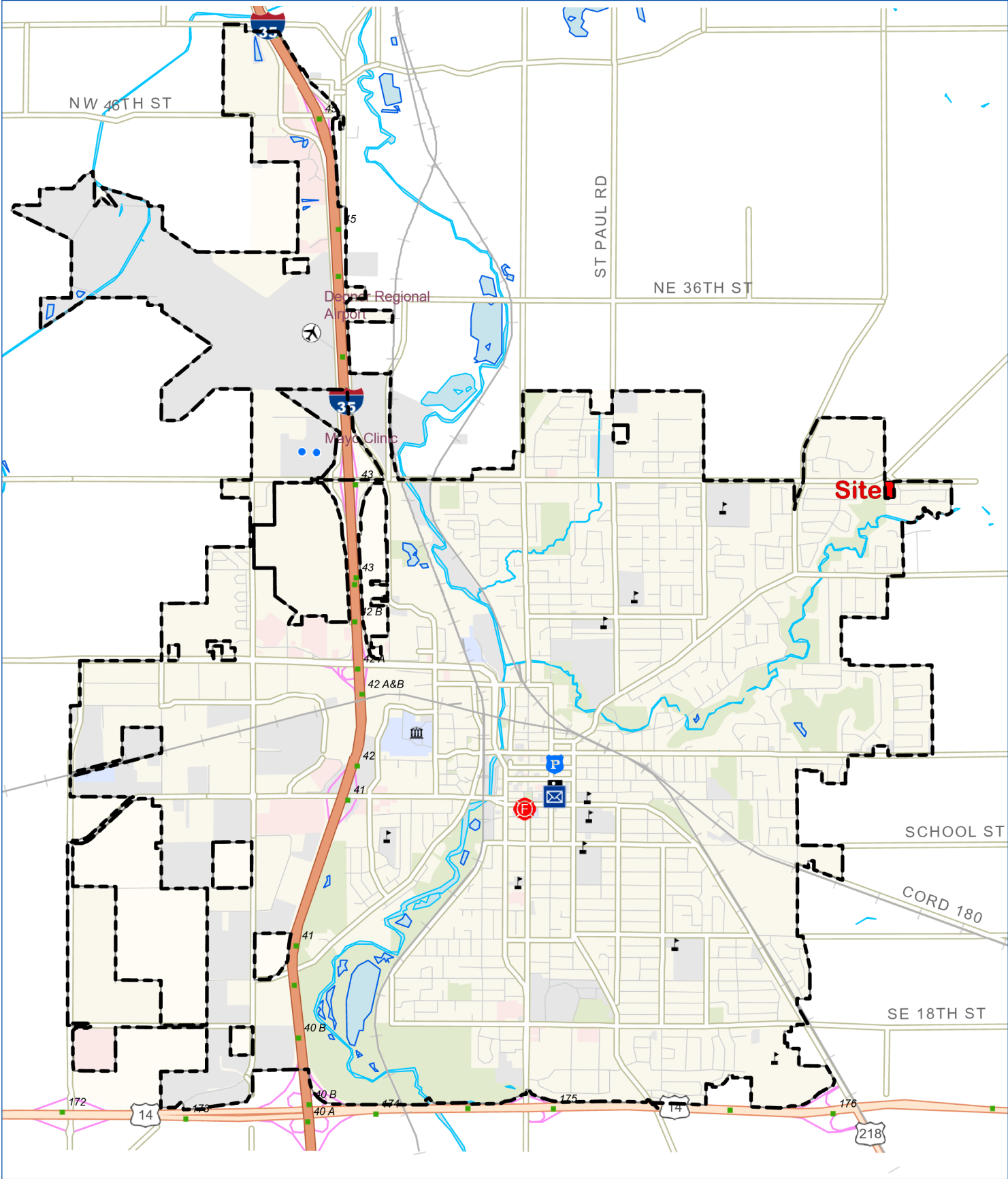
T107 R20W SECT. 1



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

November 21, 2022

Annexation Site - City Location
City of Owatonna



Site
Municipal Boundary

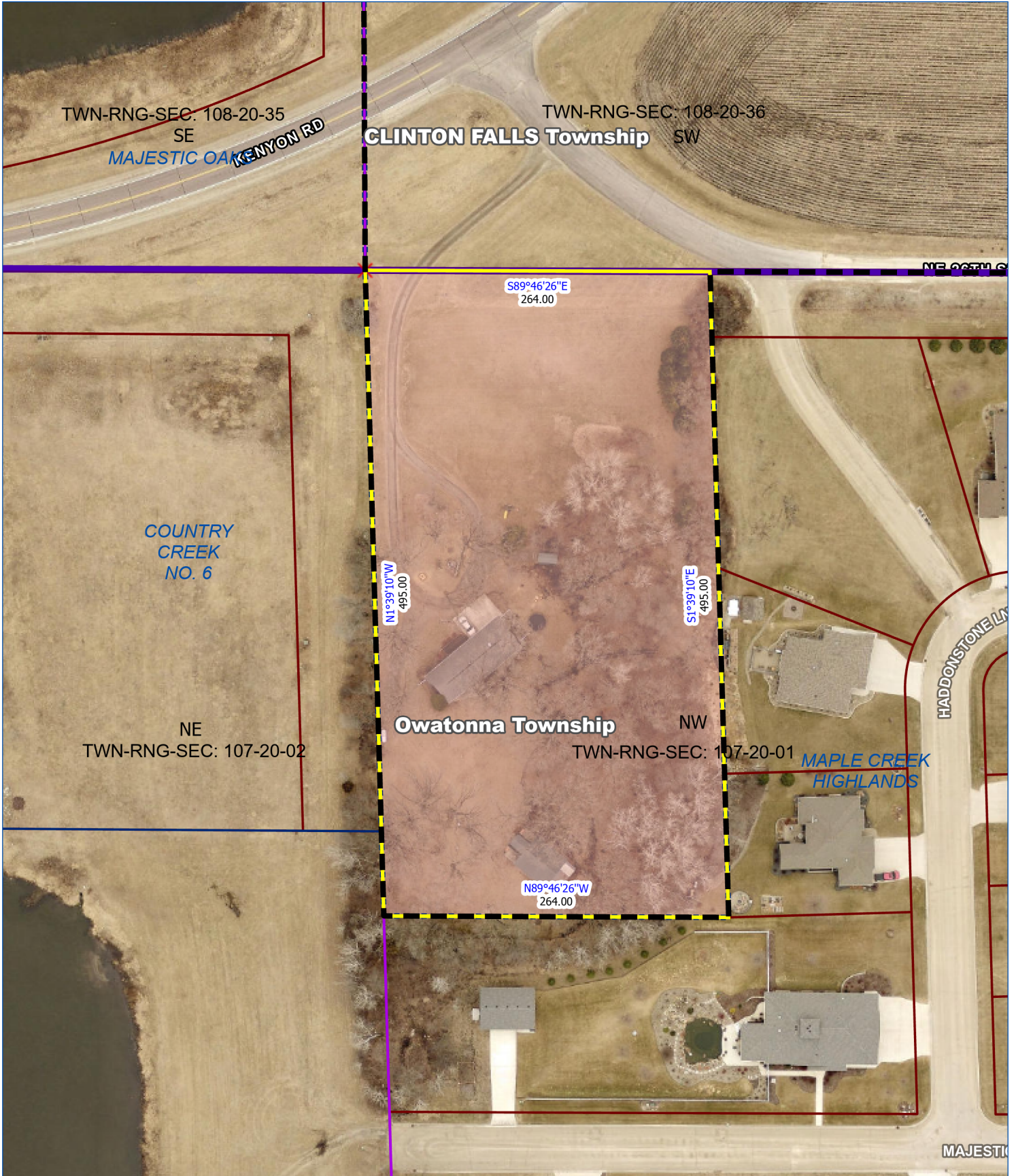


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November 21, 2022

Annexation Site

City of Owatonna



November 21, 2022



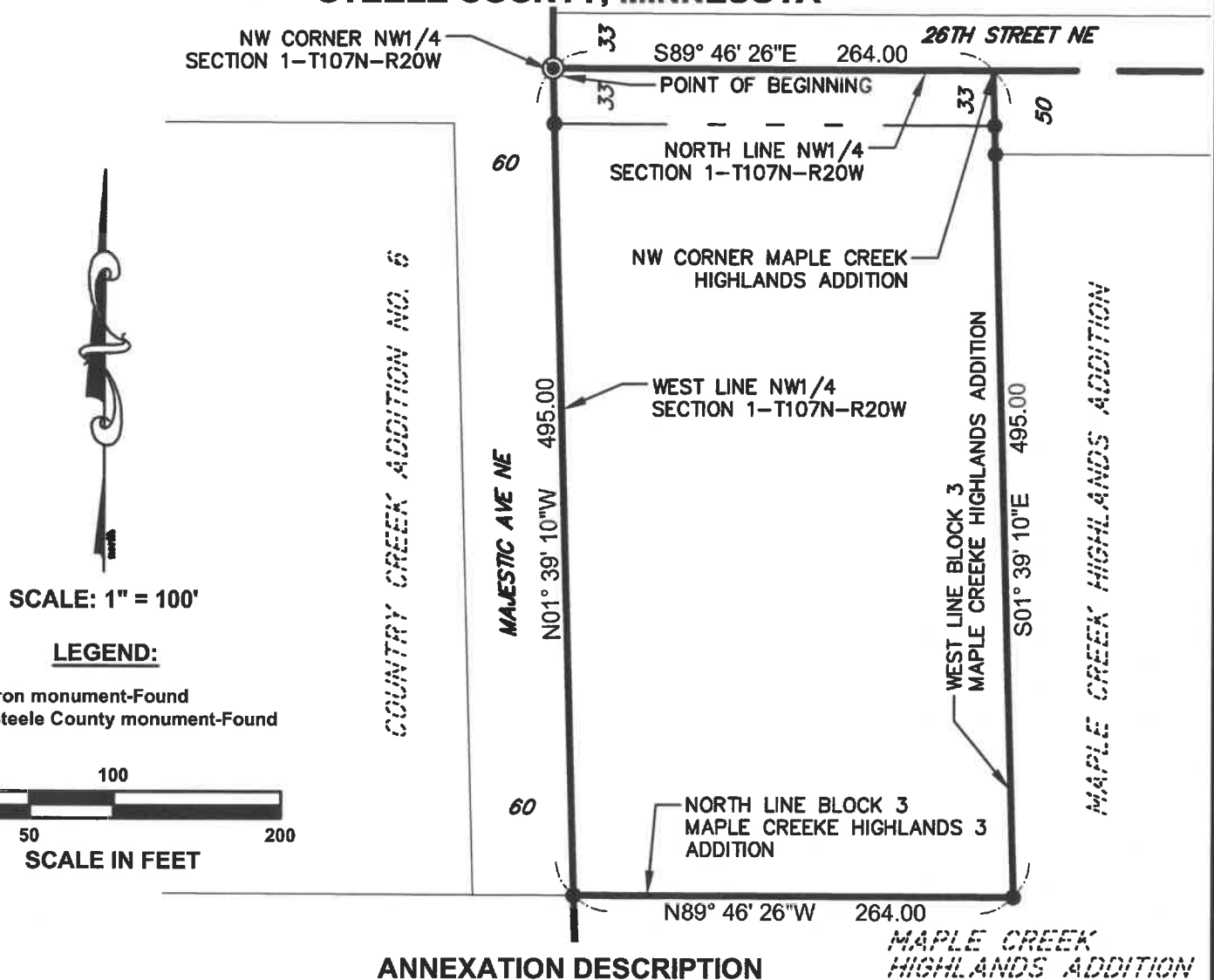
1 inch = 100 feet



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DRAWING OF ANNEXATION

PART OF THE NW1/4 SECTION 1-T107N-R20W
STEELE COUNTY, MINNESOTA



All that part of the NW1/4 of Section 1-T107N-R20W, Steele County, Minnesota; described as follows:

Beginning at the northwest corner of said Section 1; thence South 89°46'26" East a distance of 264.00 feet, on an assumed bearing, on the north line of said NW1/4, to a northwest corner of MAPLE CREEK HIGHLANDS ADDITION, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota; thence South 01°39'10" East a distance of 495.00 feet, on a west line of said Addition; thence North 89°46'26" West a distance of 264.00 feet, on a north line of Block 3 of said Addition, to the west line of said NW1/4, thence North 01°39'10" West a distance of 495.00 feet, to the point of beginning.

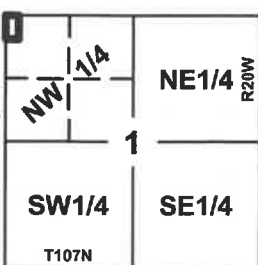
FOR: DAN JINDRA

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Scott A. Tuchtenhagen
Date: 11/18/22

L.S. No. 52646

LOCATION MAP



Scale: 1" = 4000'

Date: 11/10/22
Drawn by: JHS5
Field Book:-
Coord-System: MNDOT CO. NAD83 (11)
Job No: 22-1210
Revised date: 11/17/2022
Survey: SAT
Page 1 of 1
File: 1846

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JONES
HAUGH
SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598



Finance Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Rhonda Moen, Director
SUBJECT: Res 101-22: Decertification of TIF 1-1 Metro Plains (Cedar Run)

Purpose:

Decertify TIF District 1-1 Metro Plains (Cedar Run).

Background:

This TIF district was formed as an economic development district in 1997. The developer constructed a 24 unit rental apartment project. They received tax increment assistance on a "pay-as-you-go" (PAYG) basis. The PAYG payments reimbursed the developer for site improvements. This district is required to be decertified by 12/31/2023 per state statute. Since all TIF obligations have been met, it is being decertified one year early.

The total market value of this property is estimated at \$1,978,000 for 2023. This includes \$382,900 for the land and \$1,595,100 for the building. This results in a tax capacity of \$14,835. The original tax capacity was \$131. The resulting difference of \$14,704 will be added to the calculations of the City's net tax capacity for 2023.

Budget Impact:

There is no impact on the current operating budget.

Staff Recommendation:

Staff recommends approval of Resolution 101-22 to decertify this TIF district.

Attachments:

1. Res 101-22 Decertify TIF 1-1 Metro Plains
2. Decertification Confirmation TIF 1-1

RESOLUTION NO. 101-22

RESOLUTION APPROVING THE DECERTIFICATION OF
TAX INCREMENT FINANCING DISTRICT 1-1
OF THE CITY OF OWATONNA

WHEREAS, on April 16, 1996, the City of Owatonna (the "City") created its Tax Increment Financing District No. 1-1 (the "District") within its Owatonna Development District No. 1 (the "Project"); and

WHEREAS, as of the date hereof all obligations to which tax increment from the district have been pledged have been paid in full defeased and all other costs of the District have been paid; and

WHEREAS, the City wishes to decertify the District pursuant to Minnesota Statutes, section 469.177, subdivision 12 effective on December 31, 2022; and

WHEREAS, the City desires by this resolution to cause the decertification of the District after which all property taxes generated within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the City's staff shall take such action as is necessary to cause the County Auditor of Steele County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City.

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

CONFIRMATION OF DECERTIFIED TIF DISTRICT

Please complete the information requested below in Part A and then forward the form to the County Auditor to be certified in Part B. Once the information has been completed by both the authorized TIF representative and the County Auditor, please return the form to the Office of the State Auditor at the address listed below:

Office of the State Auditor - TIF Division
525 Park Street, Suite 500 St. Paul, MN 55103

PART A. To be completed by the TIF authorized representative:

County Auditor/Treasurer's Name: Laura Ihrlke Date: 12/14/22
County Name: Steele County Address: PO Box 890; Owatonna, MN 55060
TIF Authority Name: Owatonna
TIF District # and Name: TIF 1-1 Metro Plains
TIF District Type: Housing TIF Plan Approval Date: 4/16/1996
Certification Request Date: 8/2/1996 Certification Date: 1/15/1997
Required Decertification Date: 12/31/2023 Based on: TIF Plan

(Information to be confirmed by the County Auditor:)

- Actual decertification date: 12/31/2022
- Date of first tax increment received: 6/1998
- Final tax increment distribution date 11/2022 and amount \$ 7,411.70
- Amount of excess tax increment returned to the county, if any \$ 0.00 and date N/A

Please note: If the district is decertifying early, please forward a copy of the resolution with this form to the County Auditor and the TIF Division.

Signature: Rhonda Moen Date: 12/20/2022
Name and title of TIF authorized representative: Rhonda Moen, Finance Director

PART B: To be completed by the County Auditor or representative:

On behalf of the County Auditor/Treasurer, I certify that the above information, specifically information provided in questions 1-4, is correct with the following exceptions, if any:

Signature: _____ Date: _____
Name and title of the county representative: _____
Phone: _____ Exceptions? ☐ No ☐ Yes If yes, please describe below:



Finance Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Rhonda Moen, Director
SUBJECT: Res 102-22: Decertification of TIF 3-5 (Sputtering)

Purpose:

Decertification of TIF 3-5 (Sputtering).

Background:

This TIF district was formed as an economic development district in 2012. The developer constructed a 20,000 SF expansion to its manufacturing facility to accommodate growth and create efficiencies. They received tax increment assistance on a “pay-as-you-go” (PAYG) basis. The PAYG payments reimbursed the developer for site improvements. As the final tax increments will be received in 2022, it is now time to decertify this district as required by state statute. The final tax increment payment which was received from Steele County resulted in excess tax increment. When a TIF district generates more increment than the TIF plan allotted for, it results in excess tax increment. The excess of \$8,500 was refunded to Steele County. This will then be redistributed to all taxing jurisdictions (City, School, and County).

The total market value of this property is estimated at \$1,649,000 for 2023. This includes \$277,000 for the land and \$1,372,000 for the building. This results in a tax capacity of \$32,230. The original tax capacity prior to the expansion project was \$11,102. The resulting difference of \$21,128 will be added to the calculations of the City's net tax capacity for 2023.

Budget Impact:

There is no impact to the operating budget.

Staff Recommendation:

Staff recommends approval of Resolution 102-22.

Attachments:

1. Res 102-22 Decertify TIF 3-5 (Sputtering)
2. Decertification Confirmation TIF 3-5

RESOLUTION NO. 102-22

RESOLUTION APPROVING THE DECERTIFICATION OF
TAX INCREMENT FINANCING DISTRICT 3-5
OF THE CITY OF OWATONNA

WHEREAS, on June 19, 2012, the City of Owatonna (the "City") created its Tax Increment Financing District No. 3-5 (the "District") within its Owatonna Development District No. 3 (the "Project"); and

WHEREAS, as of the date hereof all obligations to which tax increment from the district have been pledged have been paid in full defeased and all other costs of the District have been paid; and

WHEREAS, the City wishes to decertify the District pursuant to Minnesota Statutes, section 469.177, subdivision 12 effective on December 31, 2022; and

WHEREAS, the City desires by this resolution to cause the decertification of the District after which all property taxes generated within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the City's staff shall take such action as is necessary to cause the County Auditor of Steele County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City.

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

CONFIRMATION OF DECERTIFIED TIF DISTRICT

Please complete the information requested below in Part A and then forward the form to the County Auditor to be certified in Part B. Once the information has been completed by both the authorized TIF representative and the County Auditor, please return the form to the Office of the State Auditor at the address listed below:

Office of the State Auditor - TIF Division
525 Park Street, Suite 500 St. Paul, MN 55103

PART A. To be completed by the TIF authorized representative:

County Auditor/Treasurer's Name: Laura Ihrlke Date: 12/14/22
County Name: Steele County Address: P.O. Box 890; Owatonna, MN 55060
TIF Authority Name: Owatonna
TIF District # and Name: TIF 3-5 (Sputtering)
TIF District Type: Economic Development TIF Plan Approval Date: 6/19/2012
Certification Request Date: 6/20/2012 Certification Date: 6/26/2012
Required Decertification Date: 12/31/2022 Based on: TIF Plan

(Information to be confirmed by the County Auditor:)

1. Actual decertification date: 12/31/2022 2. Date of first tax increment received: 6/2014
3. Final tax increment distribution date 11/2022 and amount \$ 13,728.51
4. Amount of excess tax increment returned to the county, if any \$ 8,500.34 and date 12/20/2022

Please note: If the district is decertifying early, please forward a copy of the resolution with this form to the County Auditor and the TIF Division.

Rhonda Moen 12/20/2022
Signature: Date:
Name and title of TIF authorized representative: Rhonda Moen, Finance Director

PART B: To be completed by the County Auditor or representative:

On behalf of the County Auditor/Treasurer, I certify that the above information, specifically information provided in questions 1-4, is correct with the following exceptions, if any:

Signature: _____ Date: _____

Name and title of the county representative: _____

Phone: _____ Exceptions? ☐ No ☐ Yes If yes, please describe below:



Finance Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Rhonda Moen, Director
SUBJECT: Res 103-22: 2023 City Budget and Levy

Purpose:

City Council to set the 2023 Levy and adopt the 2023 Budget.

Background:

The Minnesota State Legislature approved a law in 1988 called Truth in Taxation which aims to improve transparency and accountability in the property tax system. The processes the City follows are spelled out by this law. A brief summary of events is as follows:

- Adopt and certify a proposed levy and budget on or before September 30 (**September 20**)
- County delivers a parcel-specific notice of proposed property taxes to each taxpayer between November 11 and November 24
- Hold a public meeting to discuss the budget between November 25 and December 28 (**December 6**)
- Adopt and certify a final levy and budget on or before December 28 (**December 20**)

In addition to the above requirements, the City has utilized a new on-line interactive budget for 2023 increasing the City's transparency and accountability.

The 2023 budget is consistent with the City's strategic plan. The 2023 levy includes an increase of 9%. The City strives to have its levy increase follow growth. The current year's estimated growth rate is 17%. Due to a large portion of this growth being due to valuation increases for residential properties, the city made great efforts to keep its levy increase to a minimum. Because the City is not immune to inflation, a levy increase is necessary if the city is to continue to provide services at the current levels.

Budget Impact:

This will set the final levy and budget for 2023.

Staff Recommendation:

Staff recommends approval of Resolution 103-22.

Attachments:

1. Res 103-22 Final 2023 City Levy and Budget

RESOLUTION NO. 103-22

A RESOLUTION MAKING LEVY OF TAXES AND ADOPTING BUDGET FOR 2023

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota:

1. That there is hereby proposed to be levied upon all the taxable property in the City of Owatonna a direct ad valorem tax in the amount of \$14,637,570 for general government, \$ 196,327 PERA rate change, and \$ 1,835,900 for debt retirement, which shall be spread upon the tax rolls and collected in the year 2023.

2. That a budget of \$ 42,888,755 in expenditures for fiscal year commencing January 1, 2023, is being presented. This budget has been reviewed and potential funding sources identified as well as priorities and programs for 2023.

3. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

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

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Finance Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Rhonda Moen, Director
SUBJECT: Res 104-22: Housing and Redevelopment Authority (HRA) 2023 Levy and Budget

Purpose:

City Council to approve approved Resolution 104-22 approving the final 2023 HRA levy and budget

Background:

The HRA is considered a special taxing district and its levy is adopted separately from the City levy. A detailed presentation of the HRA levy was presented to the city council on September 13.

The amount of the levy shall be an amount approved by the governing body of the city, but not to exceed 0.0185 percent of estimated market value. Per the County Auditor & Assessor, the 2021 estimated market value was \$2,183,994,200. The allowable levy would be \$404,039 compared to the requested levy of \$195,000. A levy of \$195,000 represents a \$5,000 increase from 2022.

Budget Impact:

This will set the levy and budget for 2023 for the HRA.

Staff Recommendation:

Staff recommends approval of Resolution 104-22.

Attachments:

1. Res 104-22 Final HRA 2023 Levy and Budget

RESOLUTION NO. 104-22

A RESOLUTION AUTHORIZING THE LEVY AND APPROVING THE
BUDGET FOR THE HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF OWATONNA

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota:

1. That the Housing and Redevelopment Authority (HRA) of the City of Owatonna is hereby empowered to levy for collection in the year 2023 a tax on the properties of the City in an amount of \$ 195,000 for purposes authorized in Minnesota Statutes 469.001 to 469.047, as authorized in Minnesota Statutes 469.033, Subd. 6.
2. That a budget of \$ 1,460,937 for fiscal year commencing January 1, 2023, is being presented.
3. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

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

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Administration Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Res 105-22: Set Date for Public Hearing on Proposed Assessments - Delinquent Utility Accounts

Purpose:

Council approval of Resolution 105-22 to set a date for a public hearing on proposed assessments for delinquent utility accounts.

Background:

A request was received from Toni Van Esch, Customer Service Supervisor at Owatonna Public Utilities (OPU), to proceed with the assessment process of delinquent utility accounts for Owatonna Hospitality 1, LLC. This resolution sets the public hearing on January 17, 2023 to allow for public notices and property owner notification.

Budget Impact:

None, this assessment is for OPU utility accounts; OPU will cover expenses incurred and receive assessment payments.

Staff Recommendation:

Staff recommends approval of Resolution 105-22.

Attachments:

1. OPU Rqst for Assessments - Owatonna Hospitality 1, LLC
2. Res 105-22 Set Date - Public Hearing on Proposed Utility Assessments



December 9, 2022

City of Owatonna
Attn: Kris Busse
540 West Hills Circle
Owatonna, MN 55060

RE: Assessment of Delinquent Charges for Utility Services– Ordinance 35.05

Dear Kris-

Owatonna Public Utilities would like to request City of Owatonna to proceed with assessment on tax parcel 17-509-0102 – 2365 43rd St NW, Owatonna, MN 55060 - Owatonna Hospitality LLC.

Total delinquent debt is \$15,229.26 distributed as follows:

Account No. 710772 Green Mill:	\$12,866.74
Account No. 738554 Water Park:	\$ 2,362.52

Please reach out with any questions.

Best Regards,

Toni Van Esch
Customer Service Supervisor
OWATONNA PUBLIC UTILITIES
507-446-5411

RESOLUTION NO. 105-22

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Section 35.05(C) of the 2015 Code of Ordinances for the City of Owatonna, the Public Utility Department shall certify to the City Clerk/Treasurer a list of unpaid accounts showing the names and addresses of all unpaid utility accounts; and

WHEREAS, Public Utility Department has notified the City Clerk/Treasurer that such proposed assessment has been completed; and

WHEREAS, the City Clerk/Treasurer has notified the Council that such proposed assessment has been completed; and filed in her office for public inspection the list of unpaid accounts showing the names and addresses of all unpaid utility accounts.

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

1. A hearing shall be held at a regular City Council meeting to be held on the 17th day of January 2023, in the Council Chambers of City Hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper prior to the hearing as required by Minnesota Statutes, Section 429, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll prior to the hearings.

3. No appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

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 Busse, City Administrator/City Clerk



Administrative Services Department

DATE: December 15, 2022

TO: Honorable Mayor, City Council Members and City Administrator

FROM: Jeanette Clawson, Administrative Specialist

SUBJECT: Poll Site Designation - 2023 Elections

Purpose: Council approval of Resolution 106-22 designating polling sites for public elections held during 2023.

Background: Minnesota Statute section 204B.16, requires municipalities designate precinct polling places for all elections by December 31 for the upcoming year and 90 days prior to a planned election. Currently, no elections are planned during 2023 but we must have sites named in the event a special election is called for. The city does have the ability to change a polling location mid-year for an emergency or if the polling place becomes unavailable.

The 2023 Polling Site locations will be:

Ward1/Precinct 1	Trinity Lutheran Church	609 Lincoln Avenue
Ward 1/Precinct 2	Associated Church	800 Havana Road
Ward 2/Precinct 1	Owatonna Public Library	105 N Elm Avenue
Ward 2/Precinct 2	Bethel Church	1611 Hemlock Ave
Ward 3/Precinct 1	Owatonna Arts Center	540 West Hills Circle
Ward 3/Precinct 2	Emmanuel Lutheran Church	750 Jeffrey Street
Ward 4 /Precinct 1	Sacred Heart Parish Center	739 S Cedar Avenue
Ward 4/Precinct 2	Steele County History Center	1700 Austin Road
Ward 5/Precinct 1	Grace Baptist Church	265 26th St NE
Ward 5 /Precinct 2	Our Savior's Lutheran Church	1909 St Paul Road

These are the same ten sites used as the city's polling sites for elections held during 2022.

Budget Impact: None, these polling sites are volunteered with no rents paid.

Recommendation: Staff recommends approval of Resolution 106-22.

RESOLUTION NO. 106-22

A RESOLUTION DESIGNATING POLLING PLACES
FOR ELECTIONS HELD DURING 2023

BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the following places shall serve as the regular polling places for public elections held during 2023. Currently, elections no elections are planned during 2023 but we have sites named in the event a special election is called for.

Statue requires sites be designated by December 31st the prior year and 90 days prior to an election. The polling places and location wherein shall serve are as follows for the following wards/precincts:

1-1	First Ward/First Precinct - Trinity Lutheran Church, 609 Lincoln Avenue
1-2	First Ward/Second Precinct - Associated Church, 800 Havana Road
2-1	Second Ward/First Precinct - Owatonna Public Library, 105 N Elm Avenue
2-2	Second Ward/Second Precinct – Bethel Church, 1611 Hemlock Avenue
3-1	Third Ward/First Precinct - Owatonna Arts Center, 435 Garden View Lane
3-2	Third Ward/Second Precinct - Emmanuel Lutheran Church, 750 Jeffrey Street
4-1	Fourth Ward/First Precinct - Sacred Heart Parish Center, 810 South Cedar Avenue
4-2	Fourth Ward/Second Precinct - Steele County History Center, 1700 Austin Road
5-1	Fifth Ward/First Precinct - Grace Baptist Church, 265 26th Street NE
5-2	Fifth Ward/Second Precinct - Our Savior's Lutheran Church, 1909 St. Paul Road

On Election Days, City Staff will post 30-minute parking signs on the north side of Broadway Street E between Elm Avenue and Grove Avenue per Resolution 59-12 approved by Council on November 5, 2012.

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 20, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Res 107-22: Set Date for Public Hearing to Amend Assessments - 2018 Downtown Parking Lot & Alley Project

Purpose:

Requesting Council approve Resolution 107-22 to set a date for a public hearing to amend one assessment included in the 2018 Downtown Parking Lot & Alley Project.

Background:

During the 2021 North Cedar Streetscape Project, alleys in the 100, 200, and 300 blocks were converted to pedestrian walkways. Staff recommended alley assessments be removed from the project funding due to the restriction of vehicular access and added amenities for gathering spaces. The west 100 block alley on Cedar Avenue North, which was resurfaced during the 2018 Downtown Parking and Alley Project, received significant improvements and added amenities, including pedestrian lighting. A request was received by 114 Cedar Avenue North to remove assessments levied on properties abutting the 100 block alley pedestrian improvements.

The requested hearing will address striking 112 Cedar Avenue North from the assessment roll and declare no further consideration of assessments at 114 Cedar Avenue North.

Budget Impact:

The amount collected in assessments will be reduced by \$4,680 and refunded to the property owner.

Staff Recommendation:

Staff recommends approval of Resolution 107-22 to set this public hearing date.

Attachments:

1. Res 107-22 Set Date for PH - Amend Assessments - Downtown Alley and Parking Lot Project

RESOLUTION NO. 107-22

A RESOLUTION AMENDING RESOLUTION NO. 99-19 TO AMEND ASSESSMENT IN THE
2018 DOWNTOWN PARKING LOT AND ALLEY PROJECT

WHEREAS, Resolution No. 99-19 adopted by the Council on October 15, 2019, adopted proposed assessments for the cost and construction of the 2018 Downtown Alley and Parking Lot Project; and

WHEREAS, as part of the Project the alley in the 100 Block of Cedar Avenue North between West Broadway and Vine Street was converted to a pedestrian plaza and walkway and no longer functions as a service alley to the properties at 112 and 114 Cedar Avenue North; and

WHEREAS, the owner of the property at 112 Cedar Avenue North requests that the assessment levied thereon be deleted and the owner of 114 Cedar Avenue North requests that no assessment be levied thereon because no special benefits inure to either property; and

WHEREAS, Minn. Stat. § 429.071 authorizes the Council to amend an assessment where any part thereof is deemed excessive;

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

1. A hearing shall be held at the regular City Council meeting in the Council Chambers of the City Administration Building at 7:00 p.m. on Tuesday, the 17th day of January 2023 to pass upon such amendment and at such time and place the persons owning property affected by such improvement will be given an opportunity to be heard with reference to the amendment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed reassessment to be published at least once in the Official Newspaper and posted on the City's website at least two weeks prior to the hearing and shall state in the notice the total cost of the improvement. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the reassessment roll not less than two weeks prior to the hearing.
3. No appeal as to the amount of any reassessment to a specific parcel of land may be made unless the owner has either filed or signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2022.

ATTEST:

Greg Schultz, Council President

Kris M. Busse, City Administrator/Clerk



Miscellaneous



Public Works Department

DATE: December 20, 2022
TO: Mayor and City Council
FROM: Sean Murphy, Assistant City Engineer
SUBJECT: Letter Agreement for Bridge Street Lift Station SCADA Improvements - Advanced Engineering and Environmental Services, LLC

Purpose:

Requesting Council approval to enter an agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for professional services relating to the West Bridge Street Lift Station SCADA Improvements.

Background:

Under the agreement, AE2S will perform Control Panel Modifications and SCADA Programming Services.

Control panel modifications will be performed, including removal of old equipment and installation of new equipment. These control panel updates will allow the lift station to be monitored by the existing SCADA system.

The SCADA Programming Services consist of professional programming services for the Programmable Logic Controllers (PLCs), Operator Interface Terminal (OIT), cellular communications equipment, level transmitter and SCADA software related to the Project.

Budget Impact:

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$29,850 without written authorization from the City of Owatonna.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna - 2015 W Bridge St LS Improvements 11-28-22



November 28, 2022

Mr. Andrew Fischer
Wastewater Manager
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

**RE: Letter Agreement between Client and AE2S
2015 West Bridge Street Lift Station SCADA Improvements**

Dear Mr. Fischer:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render professional services for the 2015 West Bridge Street Lift Station Supervisory Controls and Data Acquisition (SCADA) Improvements (Assignment) to the City of Owatonna (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S will perform the following tasks:

1. Control Panel Modifications Equipment
2. SCADA Programming Services

Control Panel Modifications Equipment

The following control panel modifications will be performed, including removal of old equipment and installation of new equipment. These control panel updates will allow the lift station to be monitored by the existing SCADA system.

- Provide and install new PLC processor
 - Allen-Bradley CompactLogix 1769-L33ER
- Provide and install new OIT
 - Allen-Bradley PanelView Plus 7 (6") 2711P-T6C21D8S
- Provide and install cellular router, power supply, cabling, antenna
 - FortiGate Rugged Cellular Security Appliance 60F-3G4G
 - Client to provide data plan
 - IDEC 60W 120VAC-to24VDC power Supply PS5R-VD24
 - LMR240 Jumper Cable w/Connectors
 - Polyphase Coaxial Surge Protection TSX-4310FF-P
 - LMR-400 Antenna Feedline w/Connectors
 - Wilson 4G LTE Omni Plus Antenna 304422
- Provide and install new radar level transmitter and intrinsic safety barrier

- VEGAPULS C23 Radar Level Transmitter w/Mtg. Bracket
 - Phoenix Contact Intrinsic Safety Barrier 2865340
- NOTE - No spare parts have been included as part of this proposal

SCADA Programming Services

The SCADA Programming Services consist of professional programming services for the Programmable Logic Controllers (PLCs), Operator Interface Terminal (OIT), cellular communications equipment, level transmitter and SCADA software related to the Project, including:

- Programming new Lift Station PLC firmware and application for telemetry use.
- Programming new OIT for firmware and application update.
- Programming exiting administration Building Supervisory Control Panel PLC for use as Telemetry Master for lift stations.
- Programming existing SCADA application for monitoring and alarming of lift station.
- Verify proper operation and control of system components.
- Commission, test, and demonstrate proper operation and control of system components.
- SCADA system and site/process operational training.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT'S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant sites sufficient for AE2S to perform its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.
5. Provide data service plan for cellular communications equipment.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$29,850 without written authorization from CLIENT.

Task	Professional Fees
<i>Control Panel Modifications Equipment</i>	<i>\$16,100</i>
<i>SCADA Programming Services</i>	<i>\$13,750</i>
Total Fee	\$29,850

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. Any drawings or specifications provided by the CLIENT in writing; and
4. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist you. We look forward to working with you.

Sincerely,



Anthony Pittman

Instrumentation & Controls Regional Mgr.

AE2S

CLIENT

Accepted this _____ day of

_____, 20____

By: _____



Justin Klabo, P.E.
Operations Manager

By: _____

Name (Print): _____

Title: _____

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
 - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for

all work performed up to the effective date of termination, plus reasonable termination costs.

7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
9. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
10. **Limited Equipment Warranty**

AE2S MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AE2S'S SOLE RESPONSIBILITY TO CLIENT WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO CLIENT SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND AE2S'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY
11. **Contractors**

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

12. **Force Majeure**
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
13. **No Third Party Beneficiaries**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
14. **Assignment**
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
15. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
16. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
17. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
18. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
19. **Controlling Law**
This Agreement is to be governed by the law of the State of Minnesota without regard to its conflicts of laws principles.
20. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, or if to AE2S at 4050 Garden View Drive, Grand Forks, ND 58201, and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
21. **Executed in Counterparts**
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated November 28, 2022.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	\$61.00	I&C Assistant	\$98.00
Administrative 2	\$74.00	I&C Technician	\$138.00
Administrative 3	\$89.00	I&C Sr. Technician	\$160.00
		I&C Specialist	\$183.00
Communications Specialist 1	\$98.00	I&C Senior Specialist	\$194.00
Communications Specialist 2	\$113.00	I&C Manager	\$203.00
Communications Specialist 3	\$131.00		
Communications Specialist 4	\$158.00	IT 1	\$117.00
Communications Specialist 5	\$173.00	IT 2	\$159.00
		IT 3	\$190.00
Construction Services 1	\$118.00		
Construction Services 2	\$145.00	Land Surveyor Assistant	\$90.00
Construction Services 3	\$160.00	Land Surveyor 1	\$108.00
Construction Services 4	\$180.00	Land Surveyor 2	\$129.00
Construction Services 5	\$198.00	Land Surveyor 3	\$145.00
		Land Surveyor 4	\$160.00
Engineering Assistant 1	\$77.00	Land Surveyor 5	\$177.00
Engineering Assistant 2	\$92.00		
Engineering Assistant 3	\$116.00	Operations Specialist 1	\$93.00
Engineer 1	\$125.00	Operations Specialist 2	\$113.00
Engineer 2	\$148.00	Operations Specialist 3	\$140.00
Engineer 3	\$177.00	Operations Specialist 4	\$158.00
Engineer 4	\$203.00	Operations Specialist 5	\$184.00
Engineer 5	\$215.00		
		Project Coordinator 1	\$109.00
Engineering Technician 1	\$75.00	Project Coordinator 2	\$121.00
Engineering Technician 2	\$96.00	Project Coordinator 3	\$132.00
Engineering Technician 3	\$117.00	Project Coordinator 4	\$148.00
Engineering Technician 4	\$131.00	Project Coordinator 5	\$167.00
Engineering Technician 5	\$149.00		
		Project Manager 1	\$188.00
Financial Analyst 1	\$104.00	Project Manager 2	\$206.00
Financial Analyst 2	\$118.00	Project Manager 3	\$223.00
Financial Analyst 3	\$142.00		
Financial Analyst 4	\$155.00	Sr. Designer 1	\$165.00
Financial Analyst 5	\$172.00	Sr. Designer 2	\$183.00
		Sr. Designer 3	\$194.00
GIS Specialist 1	\$98.00		
GIS Specialist 2	\$118.00	Sr. Financial Analyst 1	\$194.00
GIS Specialist 3	\$139.00	Sr. Financial Analyst 2	\$212.00
GIS Specialist 4	\$155.00	Sr. Financial Analyst 3	\$231.00
GIS Specialist 5	\$173.00		
		Sr. Project Manager 1	\$235.00
		Sr. Project Manager 2	\$254.00
		Sr. Project Manager 3	\$265.00
		Technical Expert 1	\$320.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.85/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.