

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in the Gainey Room at the Library, 105 N Elm Avenue. Items of discussion will include the proposed Park Master Plan and Land Trusts. If time permits, there will be a general discussion/update on various boards and commissions.



OWATONNA CITY COUNCIL MEETING

Tuesday, May 2, 2023 at 7:00 PM

Gainey Room at the Library, 105 N Elm Avenue

**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

1.2.1. Board and Commission Recognitions

1.2.2. Board and Commission Member Reappointments and New Member Recommendations

1.2.3. Proclamation - National Day of Prayer - May 4, 2023

1.2.4. Proclamation - National Travel and Tourism Week - May 7-13, 2023

2. CONSENT AGENDA ITEMS

2.1. Minutes - City Council Meeting - April 18, 2023

2.2. Minutes - Boards/Commissions

2.2.1. OPU Meeting - March 28, 2023

2.2.2. Planning Commission - April 11, 2023

2.2.3. Human Rights Commission Meeting - April 11, 2023

2.2.4. West Hills Commission Meeting - April 20, 2023

2.3. Department Reports:

2.3.1. Fire Department Monthly Dashboard and Activity Report - March 2023

2.4. Licenses/Permits

2.4.1. Exempt Permit - Raffle - June 16, 2023 - Owatonna Fire Relief Association

2.4.2. Exempt Permit - Raffle -

July 14, 2023 - Community Pathways of Steele County

2.4.3. Exempt Permit - Raffle- September 21, 2023 - Ducks Unlimited Steele County

2.4.4. Retail Fireworks Permit - Target #1068

2.4.5. Renew Tree Trimmer Permit - Asplundh Tree Expert LLC

2.5. Event Permits

2.5.1. Amend Event Permit - 2023 Safety Camp - June 8-9, 2023

2.5.2. Amend Event Permit - 2023 Memorial Day Parade - Canceled

2.5.3. 2023 Harry Wenger Marching Band Festival - June 17, 2023

2.5.4. Classic Car Show - May 3, 2023

2.5.5. Alley Cafe - Central Park Coffee Co

2.5.6. Smokin' in Steele Blues & BBQ - June 2 & 3, 2023

2.5.7. Juneteenth Celebration - June 17, 2023

2.5.8. Owatonna Chamber After Hours - June 27, 2023

2.6. Miscellaneous

2.6.1. Annual Deer Cull

2.6.2. DNR Outdoor Recreation Grant

2.6.3. Substantially Completed Project - 18004 Mosher Avenue

2.6.4. Substantially Completed Project - 22005 Maple Creek Estates

2.6.5. Fire Department Prairie Burn Exercise

2.6.6. Mutual Lease Cancellation Agreement - Airport Lot 8 - Peter Dahl

2.6.7. Airport Non-Commercial Use Hanger Land Lease Agreement - Terry Barta

2.6.8. Renew License Agreement - Bird Rides, Inc.

2.6.9. Amendment 2 - Software Services Agreement - OpenGov, Inc.

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Second/Final Reading Proposed Ordinance 23-07: Franchise Agreement - CenterPoint Minnesota Gas

3.2.1.1. Summary Publication - Ordinance 1646 - CenterPoint MN Gas Franchise Agreement

3.3. Resolutions:

3.3.1. Resolution 32-23: Approve Plans & Authorize Bids for the 2023 Street & Utility Project

3.3.2. Resolution 33-23: Approve Plans & Authorize Bids for the 2023 Havana Road Project

3.3.3. Resolution 34-23: Order Main Street Reconstruction and Rehabilitation Feasibility Report

3.3.4. Resolution 35-23: Approve Plans - CSAH 48 at 18th Street Roundabout

3.3.5. Resolution 36-23: Approve Final Plat of Skjeveland Addition

3.3.6. Resolution 37-23 Purchase Agreement - Grace Baptist Church

3.4. Miscellaneous

3.4.1. Obstruction Permit at Vine Street & N Cedar Avenue - Mohs Contracting

3.4.2. Obstruction Permit at Federated Insurance - Benike Construction

3.4.3. Stormwater Facility Maintenance Easement Agreement - Home2Suites

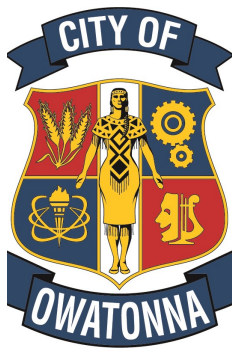
3.4.4. Professional Service Agreement - 2050 Comprehensive Plan - Stantec

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



Mayor Kuntz



Mayor

DATE: May 2, 2023

TO: City Council and City Administrator Busse

SUBJECT: Board/Commission Member Recognition

Purpose:

The City's Charter authorizes the establishment of various boards and commissions deemed essential or non-essential for City operations. The length of each member's terms and number of terms they may serve is also set and membership reviewed annually for reappointments and/or new membership appointments.

We want to thank and acknowledge these individuals for their years of service to the City:

James Keltgen	Airport Commission	8 years
Justin Lindee	Airport Commission	6 years
Sharon West	Airport Commission	10 years
Kirby Knutson	Fire Civil Service and Fire Code of Appeals	3+ years
Ryan Gillespie	Human Rights Commission	6 years
Susie Effertz	Human Rights Commission	3+ years
Matt Kottke	Owatonna Public Utilities	10 years
Greg Posch	Park Board	4+ years
Meredith Mattison	Library Board	9 years
Christy Tyrhus	Library Board	5+ years
Jim Linder	Shade Tree Commission	11+ years
Roger A. Wacek	Shade Tree Commission	12 years

Thank you to these individuals and to all of the City's board and commission members for their services.



DATE: May 2, 2023
TO: City Council and City Administrator Busse
SUBJECT: Board/Commission Member Update

Purpose:

Council to approve reappointments and new member appointments to various City Boards and Commissions.

Background:

Per our City's Charter, City Council may establish boards/commissions which it deems essential for City operations. Currently, the City has twelve active boards and commissions. Each year, the Mayor recommends reappointments and new members for Council approval.

This year, recommendations to the City's various boards/commissions include:

Reappointments of Board/Commission Members:

Housing & Redevelopment Authority: Vicki Olivo
Park & Rec Board: Jonathan Douglas
Planning Commission: John Eickhoff, Rachel Springer and Kelly Rooks
West Hills Commission: Dan Gorman

New Member Appointments:

Airport Commission: Daren Tarpenning, Anthony Louris, Madeleine Haberman
Fire Civil Service & Fire Board Code of Appeals: Gordon Henricksen
Human Rights Commission: Mostafe Ismael and Edgar Esquivel
Owatonna Public Utilities Commission – 4th Ward: Gregory Vetter
Park & Rec Board: Nan Silkunas
Library Board: Amy Tapp and Quinn Meyer
Shade Tree Commission: Caleb Whalen and Doug Elsner

Recommendation:

Council to approve these Board/Commission Member recommendations.



Mayor's Proclamation

WHEREAS one of our Nation's great strengths is the freedom to exercise our faiths freely and prayer is an essential act of worship and a daily discipline for many Americans; and

WHEREAS today and every day, forgiveness and reconciliation will be sought through prayer. Across our country, Americans give thanks for our many blessings, including the freedom to pray as our consciences dictate, and

WHEREAS today and every day, prayers will be said for comfort for those who mourn, healing for those who are sick, protection for those who are in harm's way, and strength for those who lead, and

WHEREAS we wish to carry forward our Nation's tradition of religious liberty, which protects Americans' rights to pray and to practice our faiths as we see fit. This year marks the 72nd year for a federal proclamation of the National Day of Prayer, however, the day has been observed for almost 400 years in our country.

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim Thursday, May 4, 2023 as the

NATIONAL DAY OF PRAYER

in the City of Owatonna and invite all citizens of our Great City, as their own faith directs them, to join me in giving thanks for the many blessings we enjoy. I call upon individuals of all faiths to pray for guidance, grace, and protection for our great Nation as we address the challenges of our time and thankful that we have a democracy that respects the beliefs and protects the religious freedom of all people to pray and worship.

Dated: May 2, 2023

By: _____

Thomas A. Kuntz, Mayor



Mayor's Proclamation

WHEREAS the travel industry fuels every industry and is an essential part of our city's economy, development and workforce.

WHEREAS travel is an economic powerhouse for every community and destination across the country, with an economic output of \$2.6 trillion in 2022, supporting 14.5 million American jobs.

WHEREAS travel spending supports vibrant and safe communities across the United States by generating \$84 billion in state and local tax revenue during 2022 to support essential services, such as education, emergency response, public safety and more.

WHEREAS travel enables success for all industries, including manufacturing, agriculture, defense, healthcare and more by driving sales growth, innovation, education and operations that move our economy, our nation and Owatonna forward.

WHEREAS the travel industry cannot recover without the full return of leisure, business and international inbound travelers; increasing travel to and within the United States drives America forward to a more prosperous future.

WHEREAS the travel industry's success will grow our economy and Workforce. Prior to the pandemic, small businesses accounted for 60% of leisure & hospitality employment nationwide.

WHEREAS travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses and fosters mutual understanding.

Now, therefore, I, Mayor of the great city of Owatonna, Minnesota, do hereby proclaim May 7-13, 2023 as

National Travel and Tourism Week

in Owatonna, and urge all citizens to join me in recognizing the critical role this industry plays in our city.

Dated: May 2, 2023

By: _____
Thomas A. Kuntz, Mayor

Owatonna City Council Minutes

April 18, 2023

Tuesday, April 18, 2023 at 7:00 p.m. Council President Schultz called the regular session of the Owatonna City Council to order in the Gainey Room at the Owatonna Public Library. Present were Council Members Raney, Voss, Burbank, Boeke, Dotson, Svenby and Schultz; Mayor Kuntz; Community Development Director Klecker; Public Works Director Murphy; IT System Administrator Sticken; City Attorney Walbran; City Administrator Busse, and Administrative Specialist Clawson.

Council Agenda

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

Proclamation – Arbor Day

Mayor Kuntz made proclamation of Arbor Day, April 28, 202. Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community. The City of Owatonna has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

Consent Agenda Items

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

- Minutes – Council Meeting – April 4, 2023
- Minutes - Human Rights Commission Meeting - March 14, 2023
- Minutes - HRA Board Meeting - March 27, 2023
- Building Inspections Monthly Report - March 2023
- Retail Fireworks License - Hy-Vee Tent
- Exempt Permit - Bingo at SCFF - August 15-20, 2023 - Sacred Heart Church
- Exempt Permit - Bingo at SCFF - August 15-20, 2023 - St Joseph Church
- Renew Tree Trimmer Permit - Carr's Tree Service, Inc.
- Monsido Platform 3-Year Contract – CivicPlus (2023-2025)
- Renew Parking Lot Lease on West Main Street – Brian & Susan Stendel
- Lease term: May 1, 2023 – April 30, 2024

Council Member Voss made a motion to approve these Consent Agenda items, Council Member Burbank seconded the motion. Council Member Raney commented that today, he observed several open parking spaces in the city parking lot adjoining the Stendel parking lot. There will also be additional parking spaces created when the Vine Street Parking Lot project is completed later this year so next year, a review of daily usage should be completed to confirm if this additional leased space is needed. Council Member Burbank questioned the purpose and annual fee amounts for the contract CivicPlus. City Administrator Busse responded this platform is needed to keep the system optimal, the annual fee is less this year as it will be effective only the remainder of the year. With no additional comments, all members voted for their approval of these Consent Agenda Items.

Finance Report

Council Member Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$2,032,048.51. Council Member Boeke made a motion to approve payment of all bills, Council Member Burbank seconded the motion, all members present voted aye for approval.

First Reading Proposed Ordinance 23-07: CenterPoint Minnesota Gas Franchise Agreement

City Administrator Busse requested approval of the first reading of Proposed Ordinance 23-07. This is a request to renew the franchise agreement with CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas (CenterPoint Energy) to renew their franchise agreement with the City. City Attorney Mark Walbran and City Administrator Busse negotiated the proposed agreement with updates to the insurance requirement, refined definitions and operational issues. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz; No nay votes cast, the motion carried. The second/final reading of this proposed ordinance will be heard during the next Council Meeting. .

First Reading Proposed Ordinance 23-08: Vacate Portion ROW - Walnut Avenue and Ted Ringhofer Drive

Community Development Director Klecker requested approval of the first reading of Proposed Ordinance 23-08. A request was received from Redline Development to vacate a portion of N Walnut Avenue and Ted Ringhofer Drive as they plan redevelopment of this area. The public street and right of way will not be needed north of Vine Street. Ted Ringhofer Drive will cease to exist once this project is developed, although the street name may be transferred elsewhere. The Planning Commission held a public hearing on this request and are recommending approval with two conditions:

- 1) An easement shall be dedicated to accommodate all needed utilities.
- 2) Vacation is contingent upon approval of Redline Addition.

Council Member Boeke made a motion for approval, Council Member Voss seconded the motion. With a roll call vote, voting aye were Council Members Burbank, Boeke, Raney, Svenby, Voss, Dotson and Schultz; no nay votes cast, the motion carried. The second/final reading will be held when the final plat will be considered for approval.

First Reading Proposed Ordinance 23-09: Vacate Portion of Utility Easement - Redline Addition

Community Development Director Klecker requested approval of the first reading of Proposed Ordinance 23-09 to also vacate a portion of the sanitary sewer easement in the Redline Addition for this redevelopment project. Within the project the sanitary main will be relocated further west to allow for construction of the building. Plans have been drafted and the construction will be completed with the Ascend project. The Planning Commission held a public hearing on this request and are recommending approval with this condition:

- 1) Vacation is contingent upon approval of Redline Addition.

Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote, voting aye were Council Members Burbank, Boeke, Raney, Svenby, Voss, Dotson and Schultz; no nay votes cast, the motion carried. The second/final reading will be held when the final plat will be considered for the Council's approval.

Resolution 30-23: Preliminary Plat - Skjeveland Addition

Community Development Director Klecker presented the Preliminary plat of the Skjeveland Addition for approval. Chris Skjeveland and Ryan Busiman, respectfully on behalf of Skjeveland Enterprises and Mathy Construction have requested a new plat to split property into two lots, one for each business for recording purposes. The new 2-lot addition, the front 4.67 acres of current Lot 5, Block 3, Crane Creek Industrial Addition will become Lot 1 and Lot 2 will be the remainder of Lot 5 combined with Lot 3 (to the north) of Crane Creek Industrial Addition. There is also a 20-foot-wide parcel adjoining the south side of Lot 5 that will be platted and subdivided into the two new lots created with Skjeveland Addition. No construction or redevelopment is currently contemplated. The Planning

Commission held a public hearing on this request and recommend approval with the following conditions:

- 1) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) Perimeter drainage and utility easements shall be dedicated on the final plat.
- 4) All conditions of C-1389 shall still apply to the Skjeveland property regarding their outdoor storage.

Council Member Raney made a motion for approval as recommended by the Planning Commission, Council Member Boeke seconded the motion; all members voted aye for approval.

Resolution 31-23: Preliminary Plat - Redline Addition

Community Development Director Klecker requested approval of Resolution 31-23, approving the Preliminary Plat requested by Redline Development for Redline Addition. These four acres will be split into two lots and one outlot commercial plat. The outlot will be the trail and everything west of the trail to the river which will be owned by the City and will be the City's responsibility to maintain. As part of this project, the developer will be reconstructing Vine Street. Vine Street will be set up for a future ten' trail on the south side. Vine Street is viewed as the pedestrian and bicycle connection to the river. A five' sidewalk is proposed on the north side of Vine Street. All of the details of this construction will be covered within the development agreement to be adopted with the final plat. Council Member Svenby asked if there will be a joint access driveway and how traffic will access from Oak Street. Klecker responded access will be joint and shown on the final plans, there is a center turn lane on Oak Street and the driveway will be aligned with Pearl Street. Council Member Svenby made a motion to approve Resolution 31-23, Council Member Burbank seconded the motion, all members voted aye in approval.

Authorization to Proceed - 2023 Crack Sealing and Seal Coating Project

Public Works Director Murphy requested approval to proceed with the 2023 Crack Sealing and Seal Coating Project. Each year, the City crack seals in roadways in advance of sealcoating. Approximately 4.78 miles are planned for crack sealing and sealcoating this year. Council Member Svenby made a motion for approval, Council Member Boeke seconded the motion. Council Member Boeke commented that costs increase each year so fewer miles are completed each year. With no additional comments, all members voted aye for approval.

Authorization to Proceed - 2023 CIPPS Project

Public Works Director Murphy requested approval to proceed with the 2023 Cured in Place Pipe System (CIPPS) Project. This project adds a lining to the clay sanitary sewer lines to improve their carrying capacity and reduce inflow and infiltration. Approximately 6,543 linear feet are planned for lining this year. Council Member Raney made a motion for approval, Council Member Voss seconded the motion. Murphy explained the process used to add resin which hardens like PVC to the interior of the clay lines. There are 180 miles of tile in the sanitary sewer system and 60% are clay tiles subject to this type of project. As tile joints wear over time, stormwater and soil infiltrate into the sewer system which affects our water maintenance. With no additional comments, all members voted aye in approval for the 2023 CIPPS Project.

Stormwater Facility Maintenance Easement Agreement - NewLife Community Church

Public Works Director Murphy requested approval of a Stormwater Facility Maintenance Easement Agreement with NewLife Community Church of Owatonna for their new facility at 160 28th Street NE. The City requires on-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in the agreement, which also allows the City to inspect and perform maintenance if the property owner does not and costs would be charged. Council Member Dotson

made a motion for approval, Council Member Svenby seconded the motion. Council Member Boeke commented he had been contacted by neighboring property owners who asked if the volume of the retention pond could be increased. Murphy explained that per the City's Stormwater Regulations, the volume of the retention pond can be increased but the rate of discharge cannot be and if the pond reaches capacity, there is an emergency overflow in place. With no additional comments, all members voted aye in approval of this agreement.

Surface Water Management Plan Update Amendment

Public Works Director Murphy requested approval of an amendment to the Surface Water Management Plan Agreement. City staff requested WHKS draft a scope and schedule to develop stormwater utility fee schedule options for implementing the first 5-years (2024-2028) of the pollutant reduction and stormwater improvement project implementation schedule identified as part of the Surface Water Management Plan Update, as well as maintain the existing stormwater program. Cost of the original agreement was \$176,000, the additional fees needed to complete the tasks for the stormwater fee utility fee schedule update will be billed hourly. The amended agreement allows additional costs up to \$8,000; the not-to-exceed total fee will be \$184,000. Council Member Svenby asked when the plan will be ready for review. Murphy responded they are working through the rate study and hoping this will be completed within the next four to six weeks. It is key to find a storm sewer rate study which will help the City retain our MS4 permit and also allow capital improvements to be made which have been identified within the study. When completed, a draft of the plan will be reviewed during a council study session. Council Member Raney made a motion for approval, Council Member Voss seconded the motion, all members voted aye in approval.

Cooperative Agreement for Pavement Striping and Markings - Steele County

Public Works Director Murphy presented a Cooperative Agreement with Steele County for the 2023 Pavement Striping and Markings Project. The City of Owatonna and Steele County have a framework for developing cooperative agreements for construction on joint projects. Following the framework, cooperative agreements are developed for each project individually. The City's cost share of this project is estimated to be \$14,068.08 with project development costs estimated at \$1,125.45 for total project costs estimated to be \$15,193.53. Council Member Voss made a motion to approve this agreement, Council Member Boeke seconded the motion, all members voted aye in approval.

Garbage & Refuse Hauling License - JunkTruck MN, LLC

City Administrator Busse requested approval of the application received from Malcolm Watt for a Garbage & Refuse Hauling License for his company, JunkTruck MN LLC. Watt has a contract to complete the demolition of a trailer home located in the Skyline Trailer Park. He has acquired the required demolition permit and this license allows him to haul debris within the city limits. All license requirements have been met and payment of fees received. Council Member Dotson made a motion to approve this license application, Council Member Boeke seconded the motion, all members voted aye in approval.

Staff Comments

Community Development Director Klecker commented that most Building & Inspection Permit Applications are now active online via OpenGov. Contractors were encouraged to register for an account to use this online process for access to expediate issuance of these permits. 2023 should be a good construction year, the value of New Construction Permits issued during the first three months of 2023 has totaled \$36,000,000 and there are several additional projects being planned. The need for housing continues, staff are currently working with a developer on plans for a single-family home development which were discussed during a previous study session and should be brought for council review/approval within the next few meetings. There are several apartment projects in

process: the proposed West Lake complex behind Kohl's has one building up and footings in place for two more buildings with plans for one building to be completed this year. The apartments being built on N Cedar have been moving slowly and we've been encouraging them to get these completed as soon as possible.

Public Works Director Murphy commented there has been a lot of work done in the WasteWater Treatment Plant Project. There is drone video available on the City's website showing construction progress. City crews have started spring work by sweeping the streets, patching potholes and trimming trees. Information about these items is available on the City's website or you can call our Public Works Office if you have questions. The 2023 Street & Utility Project should begin next week and a couple more projects for this year are also coming up. This Thursday night, the 2023 Employee Recognition Event will be held with two Public Works employees celebrating big milestones for their years of service: Dick Strotman celebrated 25 years in 2020 and Dave Gerhartz will be recognized for 35 years of employment.

Public Comments

Theresa Harsma, 619 Truman Avenue, commented she supports a "No Mow May" resolution. This practice would provide more habitat and food for bees early in the season and would reduce noise and air pollution.

Margaret McDonough, 517 South Elm Avenue, commented she also supports "No Mow May" for the same reasons. Council President Schultz commented their comments are appreciated but council previously agreed to not offer a "No Mow May" this year.

Ash Williams, commented that her 11-year-old daughter, Lacy Hoffmaster, was hit walking home from school last week. This happened while Lacy was inside a crosswalk at an intersection just down the street from her home. There are no pedestrian signs at that intersection, N Elm Avenue and E North Street, and the crosswalk is incredibly faded. My children have served as crossing guards in elementary school and are aware of safe ways to cross a street. My daughter is experiencing a lot of trauma from this incident and incurred damage to one of her kidneys. On Saturday morning, I sat at this intersection and saw twelve cars roll through the intersection without stopping, there were also five runners and two bicyclists who passed through this crosswalk without stopping. There have been previous incidents in town, in December 2020, a 79-year-old gentleman was hit while walking in a crosswalk and died. Eight days prior to that incident an 88-year-old woman was also injured when hit while walking in a crosswalk. The City is not solely responsible, the driver was cited and will have to pay the consequences. I want to make positive changes, we need to find the dangerous crosswalks within our city that need improvements and additional police patrols should be added to increase our police presence. I am also asking motorists to not speed, they need to be aware of others on the roads and asking pedestrians to be extra vigilant of their surroundings. Mayor Kuntz and council members, pedestrian safety cannot be continued to be overlooked, it has to be addressed. Lacey is not the first to be injured within a crosswalk but hopefully, she will be the last."

Margaret McDonough, 517 South Elm Avenue, commented she can clearly see the intersection of Phelps and Elm from her home. Daily sees children trying to cross the street as they are walking to school. It is hard to watch and hopefully improvements will be made.

Council President Schultz thanked them for their comments. There are several things being considered to improve pedestrian safety and hopefully Lacy will recover from her injuries, and we all wish her well.

Mayor and Council Comments:

Council Member Dotson commented that his children have also served as school crossing guards and has heard stories of inattentive motorists. He requested City Attorney Walbran prepare a resolution for consideration of "No Mow May" for next year.

Council Member Voss thanked City Administrator Busse and Culture Team Members for planning the 2023 Employee Appreciation Event to be held this Thursday.

City Administrator Busse commented department directors, Troy Klecker in Community Development and Police Chief Jeff Mundale will both be recognized for 25 years of service to the city.

Council President Schultz thanked everyone for attending.

Adjournment

At 7:56 p.m., Council Member Raney made a motion to adjourn, Council Member Boeke seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist



Board - Commission Minutes

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Kottke, Rossi and Doyal. Absent was Commissioner Johnson. Also present were General Manager Warehime; City Administrator Busse; Director, Finance and Administration Olson; Director, Engineering & Field Services Fenstermacher; Manager, Human Resources Madson; Manager, Facilities & Gas/Water Operations Prokopec, Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Accountant Lori Jerpbak and customer, Timothy Rice.

Commissioner Zirngible opened the meeting by asking for approval of the agenda and the consent agenda items. The consent agenda items consisted of the Minutes from the meeting of January 31, 2023, the Contributed Services as of January 31, 2023 and the Contributed Services as of February 28, 2023. The February 2023 Commission meeting was cancelled. Commissioner Rossi moved to approve the agenda and the consent agenda. Commissioner Kottke seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee: Commissioner Doyal reported the Finance Committee met, reviewed, and approved vouchers totaling \$7,352,269.25 in February and \$8,370,575.07 in January. He further noted, changes related to having more accurate data for unbilled revenue is contributing to slightly lower electric numbers compared to budget. This will fluctuate throughout the year but will give us much better data next year. In regard to work orders, there are 67 that remain open totaling \$12.1 million with \$1.7 million spent so far. The Finance Committee received a presentation surrounding vehicles. Mr. Doyal noted due to price increases and long lead times on receiving vehicles, vehicle work orders were approved. Overall, the vehicle expenditure decreased for 2023 due to one vehicle being removed from the planned purchases.

Personnel Committee: Commissioner Rossi reported the Personnel Committee met in February and March. They received a staffing update, an update on an OSHA recordable incident and a backing incident involving a customer being struck. Mr. Rossi noted the Committee received a very detailed cause map of the backing incident. He further reported, staff discussed a program to move towards a "Fair Safety Culture". This focuses on safe practices due to the desire to be safe versus being safe for fear of repercussions.

City Administrator's Report

City Administrator Busse updated the Commission on several items. These items included:

- **No Mow May:** The city received a request last year for Owatonna to consider joining the No Mow May program. A number of cities, including Mankato, North Mankato, Rochester have adopted this practice. It is essentially a suspension of enforcement of nuisance ordinances regarding length of grass for the month of May. The ideas being to let the pollinators grow during this period. Staff will be investigating this matter further and will bring to council for consideration.
- **Comprehensive Plan updates:** The city received seven proposals from consulting firms for developing the Comp Plan. An interview panel made up of a council member, planning commission member and staff will interview the top three to five firms. Upon completion of the interview process, the panel will make a recommendation by April 18 to the city council as to who is the preferred candidate. The comprehensive Plan is a critical document for the city. It articulates a vision for Owatonna in 2050 and provides guidance through policies and strategies to implement that vision. A big part of the process will be community engagement and soliciting input from a broader audience.

- **Personnel updates:** The fire department is in the process of adding additional paid-on-call firefighters. Nine conditional offers have been extended. The candidates are now going through a background check and then will have a pre-employment physical and drug screen. There is a tentative date of April 18th to begin their training. The training consists of approximately five months (2 nights a week) of initial firefighter training. Upon the completion of the training, they will take their tests to become state certified firefighters. Out of the nine candidates, 1 will be a resident firefighter (living at the station), 5 will be members of the night squad and 3 will be on day squad. We are excited to have these new people joining our department.

Commissioner Zirngible inquired about the plan to partner with Medford regarding their wastewater. City Administrator Busse replied, since the bonding bill didn't get passed, things are on hold for that piece. The expansion of the Wastewater Treatment Plant is still moving forward, we will just have to wait on the Medford piece.

Statutory Liability Waiver Form

General Manager Warehime and Director, Finance & Administration Olson presented a Statutory Liability Waiver form to the Commission. Legal counsel recommends the Commission does NOT waive the statutory liability limits regarding liability insurance. After discussion, Commissioner Doyal moved, for the 2023 liability insurance renewal with the League of Minnesota Cities Insurance Trust, OPU DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat 466.04. Commissioner Kottke seconded the motion. All Commissioners voting Aye, the motion passed.

Rate Policy Changes – Elimination of 2% adder to secondary meters

Director, Finance and Administration Olson presented policy changes to policies EM06 – Water Pumping TOU, EM05 – Electric Time of Day Rates – Secondary Metered, and ES05 – Electric Time of Day Rates Secondary Metered – Winter Peaking. He discussed what a secondary metered service does, how loss adjustment distorts OPU's data and the customer's usage data and noted there will be a net zero effect for the customers. After discussion, including how affected customers will be affected, Commissioner Rossi moved to approve the recommended changes to the three policies. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

General Manager/Staff Report

Director, Finance and Administration Olson presented to the Commission an update regarding the facilities study. He reminded the Commission of OPU's facility plan after the 2010 flood. He noted, three of the four phases were completed. The fourth phase included constructing a new storage facility to the south of OPU on Walnut Ave. and vacating the building north of Bridge St. that houses our current supplies, vehicles, and trailers. Most recently, the City of Owatonna has been working with developers to improve the river front area north of Bridge St. Our facilities north of Bridge St. do not fit well with the future vision of the river front. In 2022, Leo A Daly was hired to assess the feasibility and costs of multiple options for the future of OPU's facilities. Mr. Olson recapped those options. All options presented were quite expensive. OPU staff's recommendation at this time is to not budget for these facility changes in the next 5-year forecast, to continue to support the City of Owatonna by making reasonable accommodations for improvements along the river front and to be receptive to developers who may show interest in OPU's buildings and properties.

Director, Engineering & Field Operations Fenstermacher gave a presentation to the Commission regarding solar. He noted this presentation was originally given to the City Council in February by Key Account/Energy Conservation Officer Hendricks who was not able to be at this meeting. Mr. Fenstermacher discussed, the City of Owatonna's solar ordinance, the review process, what net metering is, how many solar customers there are in Owatonna, and financial impacts for customers.

Commission Roundtable

Commissioner Kottke thanked staff members for all the reports.

Audience Comments

Customer, Timothy Rice, 835 SW Riverwood Place, addressed the Commission regarding costs he incurred to have his water meter moved to make it accessible for meter serviceworkers. His water heater was relocated from its originally location as part of a remodeling project, making the water meter inaccessible. He presented the history of events, pictures of the area and asked the Commission for reimbursement for expenses he incurred; approximately \$700. The Commission asked Mr. Rice some questions, thanked him for attending the meeting and noted they will get back to him.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:21 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

OWATONNA PLANNING COMMISSION MINUTES -DRAFT COPY
APRIL 11, 2023

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

A motion was made by Eickhoff and seconded by Wilson to approve the minutes of the regular meeting of March 14, 2023. All Commissioners voting Aye, the motion carried.

Skjeveland Addition Preliminary Plat, which is a 9.86± acre tract of land zoned I-2 Heavy Industrial District, owned by Chris Skjeveland and Mathy Construction and located at 665 32nd Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:32. No comments were made regarding this request. Public hearing closed at 5:33 pm. A motion was made by Springer-Gasner and seconded by Peake to recommend City Council approval of this preliminary plat of Skjeveland Addition with the following conditions:

- 1) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) Perimeter drainage and utility easements shall be dedicated on the final plat.
- 4) All conditions of C-1389 shall still apply to the Skjeveland property regarding their outdoor storage.

All Commissioners voting Aye, the motion carried.

VACA-23-2, which is request by Redline Development to vacate a portion of Walnut Avenue and Ted Ringhofer Drive at 208 Oak Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:36 pm. Gloria Bang, 414 Oak Avenue North, said that it is her understanding that they will be building an apartment complex. She asked what they're going to do about the flooding issues. Kruschke said they will cover that on the plat application coming up next. Public hearing closed at 5:38 pm. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of this vacation of a portion of Walnut Avenue and Ted Ringhofer Drive as described above with the following conditions:

- 1) An easement shall be dedicated to accommodate all needed utilities.
- 2) Vacation is contingent upon approval of Redline Addition.

All Commissioners voting Aye, the motion carried.

VACA-23-3, which is a request by Redline Development to vacate a portion of a utility easement at 208 Oak Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:40 pm. No comments were made regarding this request. Public hearing closed at 5:41 pm. A motion was made by Eickhoff and seconded by Peake to recommend City Council approval of this vacation of a portion of utility easement with the following conditions:

- 1) Vacation is contingent upon approval of Redline Addition.

All Commissioners voting Aye, the motion carried.

Redline Addition Preliminary Plat, which is a 4.19± acre tract of land zoned B-3, Central Business District, owned by Redline Development and located at 208 Oak Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said that part of the property is in the flood fringe, which has to be constructed 1' above. He said it meets all FEMA requirements. They do have to meet the new stormwater rules and are constructing a new filtration basin. Public hearing opened at 5:46 pm. John Schulte of Jones, Haugh, and Smith said that Vine is getting reconstructed on the south end. The curb line will slide to the south and there will be room for a sidewalk and boulevard. The street will be rebuilt in phases. There are plans for a 10 foot trail that will connect to downtown on the south side. The current prospective tenants are Olmsted Medical Center and MSB, who will have an upper and lower level patio. The floodway, where the water is moving rapidly in the event of a flood, cannot be increased. There is no fill anywhere west of that line. In the fringe, which is kind of like the splash area in a flood, you are allowed to fill in up to a point – 1,000 cubic yards before you have to get a CUP. There is a shared parking lot with West Bank. Most of this area is already hard surfaced, so they aren't adding much hard surfacing. As far as utilities go, there is a water main and a sanitary sewer line. There is a large gas main that will be relocated to the back side of the trail. The site-specific storm sewer will be routed towards the drainage in the basin. They will need to get a permit from the DNR to get an outlet for the filtration basin, which will be dry most of the time. Michael Bang, 414 Oak Avenue North asked if the Chamber of Commerce will be staying. Darrin Stadheim, Redline Development, said the Chamber of Commerce will be moving to the corner of Oak and Main. Eickhoff asked about the basin. Schulte said that the basin is designed to catch the first several inches and filter out the sediment. Gloria Bang asked if the new drain system will take care of flooding, like they had in 2010. Schulte said that the storm sewer is not designed for the 100-year flood event. Gloria Bang said that she's worried about flooding. Schulte said that the elevation they have to follow is that the basement floor of this building has to be one foot above the flood plain. As the river goes north, the flood elevation is 1134 feet and the basement of the West Bank is required to be 1135 feet. She asked how soon they plan to start the project. Stadheim said they're planning to start mid-June. She asked how that will affect parking. Kruschke said that there won't be any users on these lots until it's finished. It will be more for the trail users and The Blast customers. She asked if they would put that in the paper when it happens. She asked why they don't do something with North Oak Avenue. Public hearing closed at 5:58 pm. Eickhoff asked how many parking spaces the City is giving up. Kruschke said that the Chamber Lot is actually owned by the City. They will be adding parking with this development. Efficiency is a big issue as there is a lot of wasted space with parallel parking. Eickhoff asked if it would be private parking. Mohs said that they will have a parking easement so it will be shared between the tenants. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of this preliminary plat of Redline Addition with the following conditions:

- 1) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The plat shall be contingent upon the vacation requests.
- 4) A Development Agreement on the public improvements will be required prior to the final plat being recorded.

All Commissioners voting Aye, the motion carried.

Kruschke introduced the 2050 Comprehensive Plan Update. He said they went through an RFP process and had seven proposals, which was narrowed down to four. Kelly Rooks has gotten to sit on the panel that has been looking at the proposals. Rooks said they will lay out what they want Owatonna to be through 2050. They interviewed four companies that do this for a living. As the Planning Commission,

they are the steering committee – the first point of contact when it comes to approvals. She said they will have a much bigger role in it. It will come to them for approval before it goes to City Council. They have it narrowed down to two companies. They all agreed they'd be satisfied with either of the final two. This will mean extra involvement in the next 12-18 months. Peake asked if the consultants had similar ideas on how to engage the public. Rooks said yes. They all have their own strategies. Kruschke said that each one had a little different proposal. Some would meet with the Planning Commission quarterly, some monthly, and some proposed joint meetings with City Council. One of the proposals was going into the high school and asking students for input. He said he thinks the Commissioners will enjoy this process. We have consultants to lead us, and developers are excited. This plan could drive opportunity. It will drive developing our ordinances into the future. He said they will have a contract at the next Planning Commission meeting, but they didn't get to a decision today. The group was Greg, Community Development Director Troy Klecker, City Administrator Kris Busse, Senior Director of Parks and Recreation Jenna Tuma, Director of Public Works Sean Murphy, Communications Manager Deanna Sheely, Planning Commission Chairperson Kelly Rooks, and City Council President Greg Schultz. Wilson asked when the last one was done. Kruschke said a partial one was done in 2005. This one will be much more in depth. Mohs asked what the timeline is. Kruschke said 12-18 months. Mohs said these types of masterplans can really be instrumental in the development of our community. Rooks said it was interesting to hear how they as the Planning Commission are the steering committee. They get to help plan what we want our community to be. Kruschke said that while Planning Commissioners aren't elected, they are ward-based and have varied backgrounds. They are a consistent group and they're tied into land use.

Kruschke said that City Council approved the easement vacation in Majestic Oaks. The developer was at the Council meeting as well.

Community Development Kruschke presented the March Building Permit Reports. Single family homes are off to a slow start. They issued the Roma's permit and Parkview Heights is doing a big renovation.

There being no further business to come before the Planning Commission at this time, a motion was made by Springer-Gasner and seconded by Wilson to adjourn the meeting at 6:18 pm. All Commissioners voting Aye, the motion passed.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

Owatonna Human Rights Commission – Minutes- Draft Copy

The Owatonna Human Rights Commission (OHRC) met on Tuesday, April 11, 2023, in the Second Floor Conference Room at City Hall. Chairman Cords called the meeting to order at 5:33 p.m. Commissioner Gunderson took Roll Call with Commissioners Cords, Gunderson, Gillespie, Leon, and Emanuelson; City Administrator Busse, Administrative Specialist Clawson and guest Faiza Jama present; Commissioner Vanoosbree was attending via phone and Commissioner Effertz was unable to attend.

Following the Pledge of Allegiance, Commissioner Cords welcomed everyone to the meeting. Commissioner Leon made a motion to approve the agenda as presented, Commissioner Emanuelson seconded the motion, all members present voted aye for approval.

After reviewing Minutes of the March 13, 2023 OHRC Meeting, Commissioner Gunderson made a motion for approval; Commissioner Emanuelson seconded the motion; all members present voted aye in approval and the motion carried.

Commissioner Comments

Commissioner Cords thanked Commissioners Effertz and Gillespie for their service on the Human Rights Commission for the community.

Commissioner Gunderson commented that AGE is planning for a Juneteenth Event and looking for volunteer assistance.

Commissioner Vanoosbree commented that the AGE Event changed to Saturday, June 17th from 2 pm – 5 pm at Manthey Park and if available to volunteer, let her know. Volunteers could assist with kick ball games on the Miracle Field, monitor the bouncy house, serve food, or assist with traffic control in the parking lot.

ITEMS OF DISCUSSION

OHRC Commissioner Appointments

There were five applications received for the two openings on the Human Rights Commission, current terms of Commissioners Gillespie and Effertz end at this month. Mayor Kuntz, Council Member Doug Voss, OHRC Chairman Cords and OHRC Vice-Chairman Gunderson interviewed the three applicants. They thought these candidates were all qualified and wished there were more than two openings. Mayor Kuntz will make his recommendation for new member appointments during the May 2nd Council Meeting. Staff will prepare an Introductory Packet for the new members and City Administrator Busse and Chairman Cords hope to meet with the new members prior to the May OHRC meeting.

Survey Results – Martin Luther King Jr Breakfast

Administrative Specialist Clawson presented summary of thirty responses received to:

- 1) How did you find out about this MLK Breakfast Event? The top response was fourteen for “From the Newspaper” and “Word of Mouth” was next receiving ten responses.
- 2) How does the 6:30 am breakfast time work for you to attend? Nineteen responded, “Ok, this time works well for my schedule.” The next preferred response receiving eight votes was “Works as well as any other time for my schedule.”
- 3) Please rate Kr. Charlette A. Kunkel’s presentation, “It’s Time to Walk with MLK Jr?” Responses included seventeen thought this was an interesting and relevant

presentation, three thought it was interesting and three thought the topic was relevant.

4) What can be done to improve this event or increase attendance?

Responses included request to increase the amount of and earlier timing of advertisements; include interactive activities during the breakfast event; future speaker suggestions; include more information relevant to Owatonna such as the OHRC achievements and goals or prepare questions for a Q&A session.

5) What other events would you like OHRC to provide in the future?

A chit-chat session with ice cream at the new mural site; on-going cross-cultural events; workshops to practice learnings; study groups with more policy speakers; additional opportunities to gather with a larger and more diverse population group. Several comments asked food be included for interest in events, one statement received was, "Nothing promotes peace faster than opportunity to break bread with those you do not know."

During the discussion it was recommended to include Riverland Community College participation and send flyers or information to OHS students via the school's Peach Jar. City Administrator Busse commented staff will contact OHS to ask if city information can be included in their newsletter. Ms. Jama commented that many of the Owatonna Somali community are unfamiliar with the significance of Martin Luther King Jr. Day. The younger generation receives information in school, but older Somali does not. She encouraged promoting awareness of events by knocking on their doors to extend an invitation or do an in-person visit to the Somali mosque and leave event flyers at the mosque. It is important to find where diverse cultures meet and go to them with an invitation to include their demographics at your events. She also suggested offering free food would bring more participants and recommended an event with soccer or basketball activities at Manthey Park would draw interest from the Somali community.

Project Community Connect

Today, Commissioner Emanuelson sent everyone an updated flyer for this event to be held on Thursday, April 27th at Trinity Lutheran Church from 11 a.m. to 2 p.m. This event is organized by the Community Services Coordination Team of Steele County for residents of Steele County communities by offering opportunities to receive information and resources from Steel County service providers. This is a free annual one-stop shop with food offered. OHRC will host a table/booth with information about the commission's purpose, goals and events.

2023 Welcome Week

Commissioner Cords commented the event subcommittee plans to meet next week to further discuss plans for this September event.

Request for Land Acknowledgement Statement

Commissioner Emanuelson shared information received from Chad Ramaker, Adult & Disabilities Social Services Supervisor at MN Prairie County Alliance in Mantorville. Commission Chairman Cords asked members to review the Guide to Indigenous Land Acknowledgement – Native Governance Center prior to the May OHRC meeting for further discussion.

Additional Commissioner Comments

Commissioner Emanuelson shared information about the Community Summit Steele County Action Teams 2023 meeting planned for Friday, May 5th. This United Way event will be held at the VFW Hall from 9:00 am to 10:30 am. Commissioner Gillespie and City Administrator Busse attended previous meetings when action teams formed for Diversity, Team Mental Health and Housing. During this meeting, the action teams will report on their progress, the successes achieved, and obstacles met.

Commissioner Gunderson asked if any OHRC member could attend the OPEN (Owatonna Partnering for Education iNtegrity) meeting this Thursday night at the library and take notes to report during the May OHRC Meeting. Commissioner Emanuelson commented he is currently scheduled to work Thursday but might be able to attend this meeting.

Public Comments

Commission Chairman Cords thanked Faiza Jama for attending this meeting. She commented she was unaware of the commission and does not understand what the OHRC does. City Administrator Busse read the OHRC Mission Statement and commented on recent OHRC activities: MLK Jr. Day Breakfast, Welcome Week to promote a welcoming environment for all, the OHRC mural and previous training opportunities offered. Commissioner Gunderson commented that the city wants to promote a welcoming community; OHRC looks for ideas to promote a welcoming inclusive community and hopes connections will be formed with the diverse communities within Owatonna. Commissioner Emanuelson commented that if members of the Somali community experienced discrimination, OHRC would refer assist them to state agencies for help. City Administrator Busse commented OHRC holds activities to promote awareness of the commission.

Adjournment

At 6:32 p.m., Commissioner Gillespie made a motion to adjourn, Commissioner Emanuelson seconded the motion. Commission members thanked Commissioner Gillespie for serving on the board during the last six years and then with no objections, the meeting was adjourned. The next meeting will be held on Tuesday, May 9, 2023, at 5:30 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

Special Meeting Minutes: West Hills Commission

Date: April 20, 2023

Location: Owatonna Arts Center

Board Members	Present	Absent	Other Attendees	Present	Absent	Others Present
Jan Tippet, Chair	X		Staff: Mary Jo Knudson	X		
Nancy Vaillancourt, VC	X		Staff: Aaron Fitzloff	X		
Carol Zetah		X	Anne Peterson, committee member	X		
Dan Gorman		X				
Arlan Burmeister	X		Silvan Durben, OAC	X		

Topic/Item	Summary of Discussion	Action
Call to Order	Called to order at: 12:00 p.m.	Tippet
Approval of Agenda		Motion: Burmeister Second: Vaillancourt Approved
Approval of Minutes	October 20, 2022 Minutes February 15, 2023 Minutes (Tippet stepped down as chair to motion, as only three were in attendance at the meeting and Burmeister was not in attendance at the February meeting.)	Motion: Vaillancourt Second: Burmesiter Approved Motion: Tippet Second: Vaillancourt Approved
Persons Wishing to Appear	None	
Events at West Hills	Family Earth Day Activities – Owatonna Arts Center – April 22, 2023 9:30-11 a.m. National Day of Prayer – May 4, 2023 5:30 p.m.	Acknowledged, no concerns
Building & Grounds Report	Chamber construction delayed due to utility work. A different, shorter sewer route was found feasible. Demo to the old chambers should start in the next day or two. City staff has been removing items to be preserved or reused. Note: Stage came apart in one piece and will be used in the IT room. Carpeting and painting in Building Inspections area at City Hall. Carpeting and painting at West Hills Social Commons. Merrill Hall – a contract with ICS has been approved by Council to move forward with planning for mechanical upgrades and remodeling of the building. Initial plans are to create a more welcoming area for the Little Theater and expand day care. The Little Theater is also raising money to upgrade rigging and lighting. It was discussed that the mural in the old library should be preserved.	Fitzloff
Unfinished Business	A. Historical Display – Kellen Henrickson has drawn a 3D rendition of the display for the Council Chambers. The curtains will be above the information boards. Four boards (panels) will address four topics: (1) Why Owatonna was chosen for the school, (2) Schools information, (3) Saving the property and the purchase by the City, (4) Planning and moving forward. B. Naming of Dias – no update, looking at a possible presentation May 16 th during Council Study Session. C. A sculpture by Katherine Nash, a bronze titled “Crusader” will be placed on West Hills grounds. Silvan is coordinating with Aaron as far as location. (This was approved at a prior meeting.) She was the sculptor instructor at the University of	

	Minnesota and has a Gallery named after her at the U of M. Her works are displayed all over the world.	
New Business	A. Exterior Lighting – discussion regarding amount and working conditions of street lights throughout campus. Motion to ask for safety investigation for pedestrians and traffic be done for the campus area and potential options. B. Is there a plan for new signage at the West Hills Campus? Motion to ask for city to look at signage options along with the new City Branding. C. Election of Officers Motion for Tippet for Chair, Vaillancourt for Vice Chair	Motion: Burmeister Second: Vaillancourt Approved Motion: Vaillancourt Second: Burmeister Approved Motion: Burmeister Second: Vaillancourt Approved
Commissioner Comments	Vaillancourt – it has been great working with City staff developing the history project. Tippet – asked if things were going well without the tenant rep. on the commission. Fitzloff said things were going very well. Fitzloff & Knudson explained See-Click-Fix and stated it will be going public in the near future.	
Adjournment	1 p.m.	Motion: Vaillancourt
Next Meeting	October 19, 2023 – City Council Chambers Lunch by Dan (we may have to eat in the Arts Center – not sure about food in the chambers)	

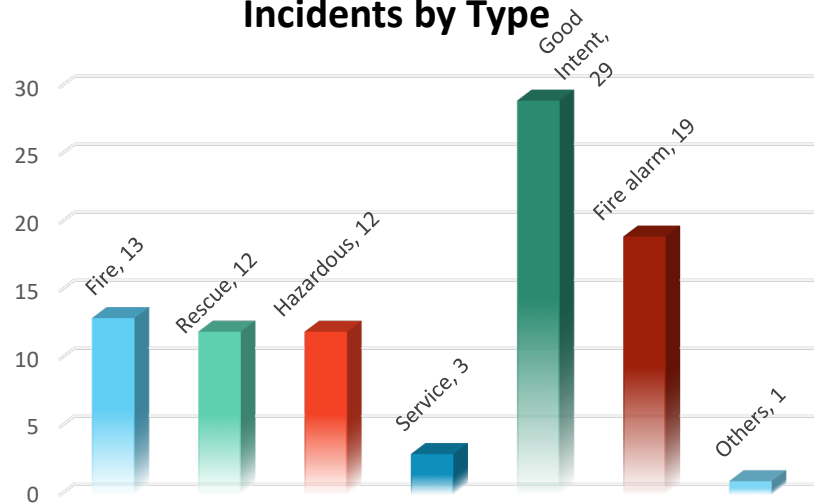


Department Reports

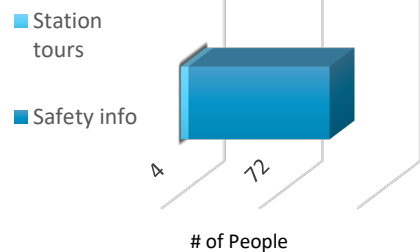
OWATONNA FIRE DEPARTMENT DASHBOARD

2023 STATISTICS

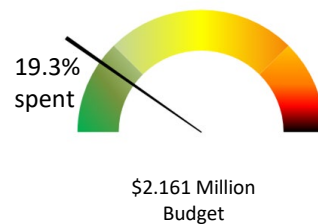
Incidents by Type



Public Education

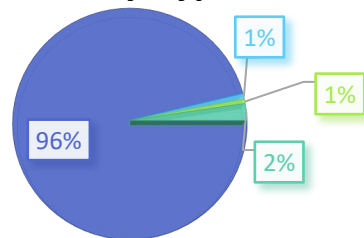


Expenditures



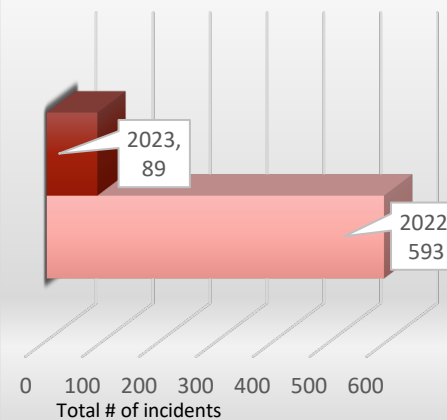
Inspections by Type

- Fire code
- Fire alarm system
- Sprinkler system
- Nuisance complaints

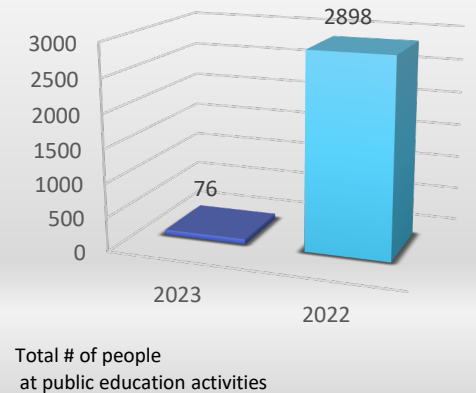


2023 VS 2022 STATISTICS

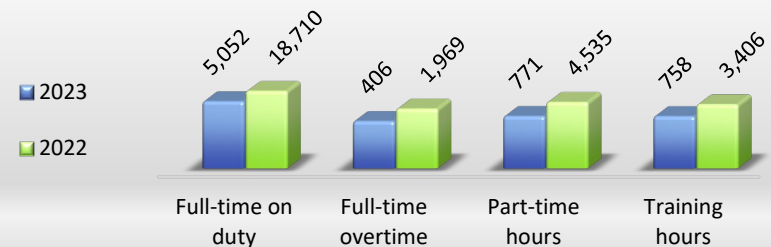
Incidents



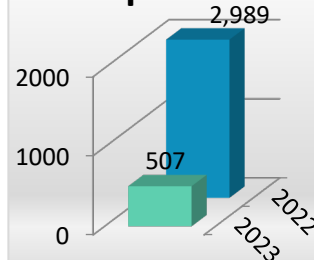
Public Education



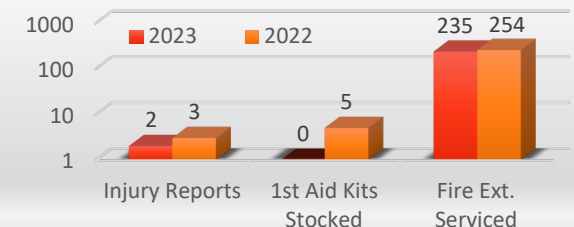
Staff Hours



Inspections



Safety Services



2023 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
Fire code inspections	134	153	201										488	1988
Fire alarm inspections	2	1	1										4	20
Sprinkler system inspections	0	1	2										3	49
Nuisance inspections	3	3	6										12	382
Weed inspections	0	0	0										0	550
Sprinkler system permits issued	2	2	2										6	21
Fire alarm system permits issued	2	0	1										3	15
Hood/Suppression system permits issued	0	2	0										2	5
Plan reviews	4	7	7										18	65
Code reviews	6	1	8										15	38
# Knox boxes checked	1	0	0										1	14
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
# people given tours	0	0	4										4	307
# people given extinguisher demos	0	0	0										0	100
# people at truck visits	0	0	0										0	738
# people fire safety information	72	0	0										72	1753
# people juvenile firesetters	0	0	0										0	0
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
Incidents														
City incidents	31	23	22										76	482
Rural incidents	5	3	5										13	105
Mutual aid given	0	0	0										0	6
Monthly Totals	36	26	27										89	593
Type of Incidents														
Fire	4	7	2										13	67
Rescue calls	5	4	3										12	119
Hazardous conditions	3	7	2										12	77
Service calls	1	0	2										3	31
Good intent calls	14	3	12										29	113
Fire alarms	8	5	6										19	179
Others	1	0	0										1	7
Monthly Totals	36	26	27										89	593
Total training hours	146.00	273.29	338.35										758	3406
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
# injury reports	1	1	0										2	3
# lost work hours	0	0	0										0	0
# fire extinguishers serviced	201	34	0										235	254
1st aid supplies checked	0	0	0										0	5
Full-time shift hours worked	1724.25	1584.00	1743.50										5051.75	18709.75
Full-time overtime hours worked	129.49	159.80	116.81										406.10	1969.09
Part-time hours worked	268.02	187.00	315.75										770.77	4535.00
Monthly Hours Worked Total	2121.76	1930.80	2176.06										6228.62	25213.84



Licenses - Permits

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/22
Page 1 of 4

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Owatonna Fire Relief Association Previous Gambling Permit Number: X-74005
Minnesota Tax ID Number, if any: 41-6032886 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 107 W. Main St
City: Owatonna State: MN Zip: 55060 County: Steele
Name of Chief Executive Officer (CEO): Justin Brown
CEO Daytime Phone: (5047)475-1787 CEO Email: jsutin.brown@ci.owatonna.mn.us
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): leila.kath@ci.owatonna.mn.us

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 1991 Lemond Rd

Check one:

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

Date(s) of activity (for raffles, indicate the date of the drawing): 06/16/2023

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

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

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

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Deborah Carlson

Title: Admin Sp

Date: 4/15/2003

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

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

Print Name: Justin Brown

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Community Pathways of Steele County Previous Gambling Permit Number: X- 94763-22-002
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1593592
Mailing Address: 155 Oakdale St
City: Owatonna State: MN Zip: 55060 County: Steele
Name of Chief Executive Officer (CEO): Dom Korbel
CEO Daytime Phone: 507-455-2991 CEO Email: dom@communitypathwaysSC.org
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

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

Date(s) of activity (for raffles, indicate the date of the drawing): July 14, 2023

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

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

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

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: City of Owatonna

Signature of City Personnel: [Signature]

Title: Admin Spec Date: 4/14/2023

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature]

(Signature must be CEO's signature; designee may not sign)

Date: 4/14/23

Print Name: Dom Korbel

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Steele County Previous Gambling Permit Number: X- 74003-23-025
Minnesota Tax ID Number, if any: ES-37964 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: PO Box 226
City: Owatonna State: MN Zip: 55060 County: Steele
Name of Chief Executive Officer (CEO): Bob Hoen
CEO Daytime Phone: 507-456-5046 CEO Email: bhoen@charter.net
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Owatonna Eagles Club
Physical Address (do not use P.O. box): 141 East Rose St, Owatonna, MN 55060
Check one:
☒ City: Owatonna Zip: 55060 County: Steele
☐ Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): 9/21/2023

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

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

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Janette Clawson

Title: Admin Specialist Date: 4/26/2023

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Robert L. Hoen Date: 4/26/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Bob Hoen

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer



DATE: May 2, 2023
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks Permit - Target #1068

Purpose:

Standard retail fireworks license for Target for 2023.

Background:

This is a standard retail fireworks license application for Target for 2023.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$100.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Target Fireworks License 2023
2. Target Fireworks Packet 2023



Fire Department
107 Main St W
Owatonna, MN 55060
(507) 444-2454

Retail Fireworks License FW-23-7

Issued: May 2, 2023

Expires: December 31, 2023

LICENSE INFORMATION

Applicant / Business: Nikki Newton / TNT Fireworks

Location Name: Target #1068

Street Address: 301 Park Dr

Phone Number: 507-451-1882

Hours of Operation: 8 am to 10 pm, 7 days a week

Location Contact: Chris Page, Store Manager

Location of Sales: In-Store Display

Amount on Display: 500 pounds

Location of Storage: No storage - all stock will be on display

Amount of Storage: 0 pounds

LICENSE REQUIREMENTS

- License must be posted in a conspicuous place near the fireworks display and/or sales counter.
- License is issued to the applicant only and shall not be transferable to any other person or business.
- Only non-aerial consumer fireworks that are permitted by Minnesota Statute 624.20 shall be offered for sale.
- Signs that read "FIREWORKS - NO SMOKING" in letters not less than four inches in height on a contrasting background shall be posted conspicuously near fireworks displays.
- Fireworks shall be sold only to persons who are at least 18 years of age. A valid, current photographic ID is required by law.

LICENSE APPROVAL

Ed Hoffman, Fire Chief

Date

Kris M. Busse, City
Admin/Clerk

Date

Thomas Kuntz, Mayor

Date



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Michael Johnson
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant TARGET 1068

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 301 Park Drive Owatonna, MN 55060

Phone Number _____ Hours of operation 8am - 10pm

Street Address of premises to be licensed 301 Park Drive Owatonna MN 55060

Zoning District of licensed premises B-2

Are all real estate and personal property taxes that are due and payable for the premises paid? ☒ YES ☐ NO

Does applicant own the business premises? ☒ YES ☐ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities Main Walk Way

Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises Chris Page

Address 301 Park Drive Owatonna, MN 55060

Phone Number 507-514-7672

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.

Signature of Applicant

4/19/23

Date

CERTIFICATION OF COMPLIANCE
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. the information required is the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance company Name: Everest Indemnity Insurance Company
(**NOT** the insurance agent)

Policy Number: ST86L00242-181

Dates of Coverage: 11/1/22 to 11/1/23

(Or)

I am not required to have workers' compensation liability coverage because:

() I have no employees

() I am self insured (include permit to self-insure)

() I have no employees who are covered by the workers' compensation law (these include Spouse, Parents, Children, and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Chris Page J
(last, first, middle)

Doing Business As: Target
(business name if different than your name)

Business Address: 301 Park Drive

City, State, Zip: Owensboro, MN 55061 Phone: (507) 451-1882

Signature: [Signature] Date: ~~4/19/23~~ 4/19/23



CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY)

11/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 10851		

COVERAGES**CERTIFICATE NUMBER:** 12291716**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	N	N	SI8GL00242221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

12291716
TARGET 1068
CITY OF OWATONNA
301 PARK DRIVE N.W.
OWATONNA MN55060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

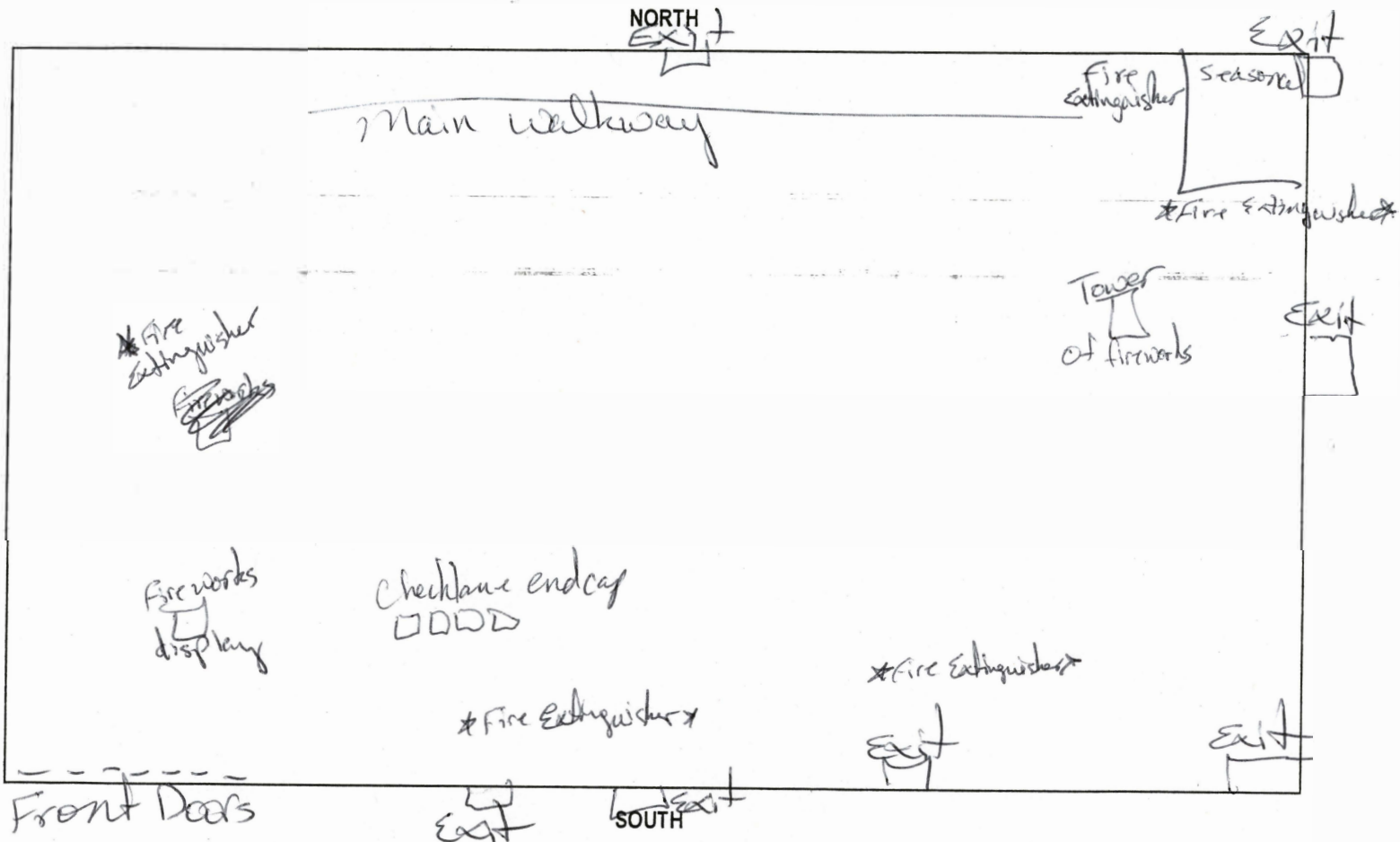
AUTHORIZED REPRESENTATIVE

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TNT® FIREWORKS

Site Plan Worksheet

ADDRESS 301 Park Drive
 CITY Oshtemo STATE MN ZIP 56060 PHONE 507-451-1882
 STORE NAME / LOCATION # Target 1068
 TYPE OF EVENT: In-store sales of state-approved fireworks



SPECIAL INSTRUCTIONS fireworks displays will be at front of store,
on a tower past the entrance, + in odr seasonal
dept. near the back corner of the building

SIGNATURE

[Signature]
 STORE MANAGER / TNT® Representative

DATE

4/19/23

Account No	Date	Location	J2
------------	------	----------	----

14100062/21/2023TAR1068

Sold To: TARGET - CORPORATE 00001
PO BOX 1296
MINNEAPOLIS MN 55440

Ship To: TARGET 1068
301 PARK DRIVE NW
OWATONNA MN 55060

Item No	Description	Qty Cases	Total Weight
***** ASSORTMENTS *****			
102716	RAZZLE DAZZLER USA SS RR J22	2	91.60 LBS
102717	PROUD EAGLE SS USA RR J22	3	92.40 LBS
102718	COLOR BLAST SS USA AG J22	4	80.00 LBS
102719	PATRIOT PACK TRAY SS USA J22	2	50.00 LBS
***** BASE FOUNTAINS *****			
201371	3 PAK FOUNTAIN J19	1	25.00 LBS
201566A	GAME MODE PDQ J22	1	16.00 LBS
201571	MAD TROLLS J22	1	24.00 LBS
***** NOVELTIES *****			
320676	2 PAK SNAP 4 PDQS J19	3	54.00 LBS
320739	UNICORN POOP J20	1	14.17 LBS
***** SMOKE *****			
351052	SMOKE BALLS BOX OF 8 J12	1	15.65 LBS
***** SPARKLERS *****			
380393	#8 SPARKLERS ASST 2 PDQS J22	2	38.00 LBS
=====			
TOTAL CASES			21
TOTAL WEIGHT OF FIREWORKS			393.17 LBS
TOTAL WEIGHT OF NOVELTIES			107.65 LBS
TOTAL NEC			98.29 LBS

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

Page 1 of 7

OSHA Hazard Communication Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

1. Identification

Product Trade Name or Identifier: Consumer Fireworks UN0336, 1.4G

Manufacturer: ANCO Far East

Importer: American Promotional Events, d.b.a. TNT Fireworks

Distributor: American Promotional Events, d.b.a. TNT Fireworks

Other responsible party: N/A

Address: Corporate Office - 4511 Helton Drive, Florence, AL 35630

Contact information: 800-243-1189 / www.tntfireworks.com

For Product Information/Emergency Phone Number: Normal Business Hours – 1-800-243-1189
After Hours - Chem-Tel - 1-800-255-3924

Description: Manufactured articles containing pyrotechnic compositions

Recommended use: For use by consumers / general public for entertainment purposes.

2. Hazard(s) Identification

Product Contains Pyrotechnic Composition / A solid mixture of oxidizer and fuel that will burn vigorously if ignited by flame or high temperature. These items are classed as 1.4G explosives by U.S. DOT.

*No chemical composition is exposed during normal handling, transportation and storage.



Signal Word - WARNING

**UN0336, FIREWORK 1.4G (DOT)
(Consumer Fireworks)**

Hazard Statements

Fire or Projection Hazard

Precautionary Statements

Keep away from heat/sparks/open flames/hot surfaces – NO SMOKING

Risk Phrases

Harmful if swallowed

Irritating to eyes, respiratory system and skin

Safety Phrases

Keep out of reach of children

Keep away from sources of ignition – NO SMOKING

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

Page 2 of 7

3. Composition / Information on Ingredients

Consumer Fireworks contain pyrotechnic compositions in solid form consisting of mixtures of fuels, oxidizers, and other chemicals and are designed to produce visible and or audible effects when ignited. Two or more of the following chemicals are present in these products:

Chemical Name	Formula	Typical Use	%	CAS Number
Aluminum	Al	Fuel	*	7429-90-5
Antimony Sulfide	Sb ₂ S ₃	Fuel	*	1345-04-6
Barium Nitrate	Ba(NO ₃) ₂	Oxygen Donor/green flame	*	10022-31-8
Bismuth Oxide	Bi ₂ O ₃	Oxygen Donor/crackle effect	*	1304-76-3
Calcium Carbonate	CuCO ₃	Neutralizer/red-orange flame	*	1317-65-3
Carbon or Charcoal	C	Fuel	*	7440-44-0
Copper Carbonate	CuCO ₃	Oxygen Donor/blue flame	*	12069-69-1
Copper Oxide	CuO	Oxygen Donor/blue flame	*	1317-38-0
Gryolite (sodium aluminum fluoride)	Na ₃ AlF ₆	Coloring Agent	*	15096-52-3
Dextrine (Corn starch)	(C ₆ H ₁₀ O ₅) _n	Fuel/Binder	*	9004-53-9
Iron and Iron Alloys (e.g., ferro/titanium)	Fe, Fe/Ti	Fuel	*	7439-89-6 (Fe)
Magnalium (Magnesium/Aluminum alloy)	Mg/Al	Fuel	*	7439-95-4
Nitrocellulose, <12.6% Nitrogen Less than 15g per tube	(C ₆ H ₇ N ₃ O ₁₁) _n	Gas/heat Generant	*	9004-70-0
Phenol-formaldehyde resin ("Resinox")	C ₄₈ H ₄₂ O ₇	Fuel	*	9003-35-4
Polyvinyl Chloride	(C ₂ H ₃ Cl) _n	Fuel	*	9002-86-2
Potassium Benzoate	KC ₇ H ₅ O ₂	Fuel - Whistle or Burst	*	582-25-2
Potassium Chlorate	KClO ₃	Oxygen Donor	*	3811-04-09
Potassium Hydrogen Phthalate	K ₂ Cr ₂ O ₇	Fuel - Whistle or Burst	*	877-24-7
Potassium Nitrate	KNO ₃	Oxygen Donor	*	7757-79-1
Potassium Perchlorate	KClO ₄	Oxygen Donor	*	7778-74-7
Rice Starch	(C ₆ H ₁₀ O ₅) _n	Fuel	*	9005-25-8
Shellac	C ₁₆ H ₂₄ O ₅	Fuel	*	9000-59-3
Sodium Bicarbonate	NaHCO ₃	Neutralizer	*	144-55-8
Sodium Oxalate	Na ₂ C ₂ O ₄	Fuel - Whistle	*	62-76-0
Strontium Carbonate	SrCO ₃	Color Agent	*	1633-05-2
Strontium Nitrate	Sr(NO ₃) ₂	Oxygen Donor	*	7631-99-4
Sulfur	S	Fuel	*	7704-34-9
Titanium(>149 microns)	Ti	Fuel	*	7440-32-6

***Trade Secret Claims:** Ingredient percentages are company proprietary.

Physical Appearance: Devices consist of one or more cardboard or plastic tubes containing various pyrotechnic compositions, generally with a decorative paper outer wrapping bearing cautionary warning labeling. No chemical composition is exposed during normal handling, transportation and storage. All individual items labeled and marked in accordance with regulations of the U.S. Consumer Product Safety Commission.

All outer shipping packages are manufactured, sealed, labeled and marked in accordance with all applicable DOT requirements.

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

Page 3 of 7

4. First Aid Measures

All chemical composition is contained within the device, and there should be minimal-to-no exposure to the chemicals under normal conditions of handling of the type typically involved in handling, transportation and retail sales operations.

Skin Contact: Contents (if spilled) should be washed immediately from the exposed area with soap and water. If irritation persists, seek medical attention.

Eye Contact: (If contents are spilled) flush eyes for a minimum of 15 minutes. If irritation persists, seek medical attention.

Inhalation: None from unignited devices. When the devices are ignited by a user, smoke will be produced. People with respiratory conditions such as asthma should avoid breathing any smoke, including that produced by fireworks.

Ingestion: If accidentally ingested, seek medical attention as soon as possible

Delayed Effects: N/A

Required Treatment: Seek medical treatment if required.

5. Fire Fighting Measures

Fire Hazard Data:

Autoignition: >250 F

Flash Point: N/A

Flammability Limits (volume %): N/A **Lower:** N/A **Upper:** N/A

Extinguishing Techniques: Flood with Water

Special Fire Fighting Procedures: Protect surrounding area

Special Equipment: No special measures or equipment required – standard eye protection and other PPE should be used by all emergency responders

Chemical Hazards from Fire: Hazardous decomposition or byproducts; smoke, nitrogen oxides and sulfur oxides may be produced in a fire.

Unusual Fire and Explosion Hazards: Fireworks will burn rapidly in the event of a fire, do not use suffocation methods since burning devices produce their own oxygen and the fire may become more violent if confined.

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

Page 4 of 7

6. Accidental Release Measures

List Emergency Procedures: Steps to be taken in case material is released or spilled: NO SMOKING or OPEN FLAME in the vicinity of spilled material / items at any time! Carefully pick up all spilled items and place in cardboard packages.

Protective Equipment: natural fiber non-sparking brush.

Clean up Procedures: Sweep up any spilled exposed / loose chemical compositions with a natural fiber non-sparking brush. Avoid flames, sparks, friction, or impact near any exposed pyrotechnic composition.

Proper Methods of Containment: Sturdy cardboard boxes with lids closed and sealed. Approved DOT fiberboard packaging should be used for transportation

7. Handling and Storage

Avoid smoking, open flame and excessively high temperatures (above 200 degrees F) in the vicinity of fireworks.

- Keep shipping cartons in a cool, dry location
- Do not drop or throw packages of fireworks
- Do not use bale hooks or other sharp devices
- Keep cartons closed and sealed for storage

Incompatibilities: Exposure to water may cause fireworks to deteriorate. If fireworks become wet due to fire-fighting efforts or for any other reason such as a flood, they should be removed for disposal in accordance with all applicable requirements.

8. Exposure Controls / Personal Protection

Exposure Guidelines: N/A for intact devices

Engineering Controls: N/A for intact devices

Respiratory Protection: N/A for intact devices

Eye / Face Protection: N/A for intact devices

Skin Protection: N/A for intact devices

9. Physical and Chemical Properties

Physical Appearance: Fireworks compositions are generally not exposed in intact devices, but are contained in cardboard tubes or other sealed containers. If exposed, they are generally gray or black powders or granules

Odor: None

pH: close to neutral (7)

Specific Gravity/Density: N/A

Water Solubility: Oxidizers will dissolve to some extent in water

Melting Point: >200F

Vapor Pressure: minimal at room temperature

Percent Volatiles by Volume: generally <1% by weight (mainly moisture)

Flash Point: N/A

Explosion Limits: Lower: N/A
Upper: N/A

Autoignition Temp: >250F

10. Stability and Reactivity

Chemical Stability: Stable

Conditions to Avoid: Ignition sources, Open flames, smoking

Hazardous Reactions

Materials / Chemicals to be avoided: Store away from any heat or flame sources

Hazardous Decomposition Products: Oxides of sulfur, carbon, and nitrogen may form in a fire

Hazardous Polymerization: Will not occur

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

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11. Toxicological Information

Routes of Exposure: N/A Chemical composition is not exposed in intact devices

Related Symptoms: N/A

Acute & Chronic Effects: N/A

Numerical Measures of Toxicity: N/A

Carcinogenicity: N/A

12. Ecological Information * (note: not enforced by OSHA)

Ecotoxicological Information: N/A

13. Disposal Considerations * (note: not enforced by OSHA)

Product: Consumer Fireworks

Recommendation: All Consumer Fireworks are sold under a guaranteed sales program in which the customer returns any unsold products to American Promotional Events. Other disposal of consumer fireworks should be done in accordance with all local, state and Federal regulations.

Uncleaned Packagings: Typically no residues are present in packaging

Recommendation: N/A

14. Transportation Information * (note: not enforced by OSHA)

Shipping Name:

IMDG/IMO/ICAO/US DOT	Proper Shipping Name	Fireworks
	Hazard Class	1.4G
	ID Number	UN0336
	Packaging Group	II

**American Promotional Events
Consumer Fireworks 1.4G
Safety Data Sheet (SDS)**

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15. Regulatory Information * (note: not enforced by OSHA)

U.S. Federal Regulations:

CPSC

The U.S. Consumer Product Safety Commission (CPSC) has issued mandatory safety regulations for fireworks devices. The CPSC enforces its fireworks regulations under the Federal Hazardous Substances Act (FHSA), 15 U.S.C. §1261. and Title 16, Code of Federal Regulations (C.F.R.) Parts 1500 and 1507.

DOT

Consumer fireworks are considered hazardous materials (hazmat) Division 1.4G explosives, and their safe transport is regulated by the Hazardous Materials Regulations (HMR) 49 CFR Parts 171-180).

Other Regulations:

U.S. / State: Laws governing the sale and use of Consumer Fireworks vary from state to state — the State Fire Marshal is generally the enforcing officer in an individual state.

European/International Regulations: N/A

Inventory Information: N/A

16. Other Information

This SDS was prepared on: 04/24/15

This SDS was last revised on: 02/27/17

By: CLW – APE/TNT

By: CLW – APE/TNT

The information contained herein is believed to be accurate and represents the best information currently available to us. However, we make no warranty of merchantability or any other warranty, expressed or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purposes. In no event shall American Promotional Events or its affiliates be liable for any claims, losses, or damages of any third party or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, even if American Promotional Events, its affiliates or consultants have been advised of the possibility of such damages.

Key Legend Information:

N/A – Not Applicable

TLV – Threshold Limit Value

OSHA – Occupational Safety and Health Administration



February 21, 2023

ATTN: STORE MANAGER –

With fireworks season quickly approaching, we need your help with ensuring a representative of your store completes the enclosed application and contacts Fire Chief Michael Johnson at 107 West Main Street (507)444-2454, within a timely manner. We apologize for this inconvenience but know that strong 4th of July sales will more than compensate. If you have any questions or if there is any additional information that the city may require you to provide, please do not hesitate to contact me at 1(800)243-1189. As always thank you for your continued support and we look forward to working with you this season.

Sincerely,

Nikki Newton

Nikki Newton
TNT® Fireworks
newtonb@tntfireworks.com



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Renew Tree Trimmer Permit - Asplundh Tree Expert LLC

Purpose:

Council approval of the renewal application received from Patrick Warren, Blaine MN for a Tree Trimmers Permit for Asplundh Tree Expert LLC.

Background:

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

License will be in effect upon approval for the remainder of the current license period to expire March 31, 2024.

Completed application, payment of the permit fee and insurance information was received for this license.

Budget Impact:

The annual permit fee is \$50 for a Tree Trimmer's Permit.

Staff Recommendation:

Staff recommends Council approval.

Attachments:

1. Asplundh Tree Expert LLC Application



City of Owatonna

04/27/2023

T-23-5

Tree Trimmers License

Status: Active**Date Created:** Apr 26, 2023**Applicant****First Name**

Patrick

Last Name

Warren

Applicant is:

Corporation

Business Name

Asplundh Tree Expert LLC

Mailing Address

4501 103rd Ct. NE, Suite 180

City, State, Zip Code

Blaine

Phone Number

16129191857

E-Mail Address

pwarren@asplundh.com

Application Information**Vehicle - Make**

Ford

License No.

3251436

Vehicle - Make

Ford

License No.

2998505

Employee (name)

Justin Vick

Employee Name

Charles Schneider

Employee Name

Steve Eastman

Employee Name

Patrick Ludlow

Equipment - List equipment, other than vehicles, that will be used

3 additional Ford lift trucks, 4 chippers, Backyard lift machine, trailer

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 License Fee Payment	Paid	Apr 26, 2023 at 5:24 pm	Apr 26, 2023 at 5:26 pm	-	05/26/2023
 Administrative Review	Complete	Apr 26, 2023 at 5:24 pm	Apr 27, 2023 at 8:32 am	Jeanette Clawson	05/01/2023
 City Council Agenda	Complete	Apr 27, 2023 at 8:32 am	Apr 27, 2023 at 8:55 am	Jeanette Clawson	-
 City Council Decision	Active	Apr 27, 2023 at 8:55 am	-	Jeanette Clawson	-
 License Issued	Inactive	-	-	-	-



Event Permits

From: Matthew D. Oeltjenbruns <Matthew.Oeltjenbruns@ci.owatonna.mn.us>
Sent: Friday, April 14, 2023 9:23 PM
Subject: Safety Camp

Good evening,

The location of the second day of 2023 Safety Camp has changed. We will be conducting our second day at McKinley Elementary school which will include bike safety, electrical safety, a demo from the fire department, and a helicopter. These are just a few things we will do that day.

The small equipment (weed trimmer, chain saw, etc.) previously requested will be brought to the school along with cones and barricades that we have listed on the permit.

Thank you for your time,

Matt Oeltjenbruns
Sergeant - Patrol Division- #7148
Owatonna Police Department
204 East Pearl Street
Owatonna, Minnesota 55060
507.451.8232
Matthew.oeltjenbruns@ci.owatonna.mn.us





Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Amend Event Permit - 2023 Memorial Day Parade - Canceled

Purpose:

Advise the Council of the VFW's change of plans for the Event Permit previously approved for Memorial Day activities.

Background:

Terry Warner, VFW Post Commander, stopped at the City Administration Office to advise that the 2023 Memorial Day Parade has been canceled.

They will host the Memorial Day Ceremony at the Four Season Center beginning at 10:30 am.

Staff has advised departments of this change in plans.

Budget Impact:

None

Staff Recommendation:

Staff acknowledges change in previously approved Event Permit.

Attachments:

None



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: 2/21/2023

Date to Council: 5/02/2023

EVENT INFORMATION: 12 th Annual Harry Wenger Marching Band Festival	FEE Amount: None
Event: <u>June 1, 2023</u> Set up 6:00 a.m. to 11:00 a.m., bands begin to arrive at 9:00 a.m. at practice streets Parade begins at 11:00 a.m. and clean-up should be completed before 3:30 p.m.	
Location (Address) of Event: Same as last year and previous years prior to COVID. Parade route shown on the first map attached. Streets serve as the staging /practice areas, parade play zones and judging zone. There is also a map showing the traffic Detour Route during the parade.	
Estimated Attendance (Participants and spectators): 1,500+ (12 bands and event volunteers)	
APPLICATION INFORMATION (Person/Group Responsible): Harry Wenger Marching Band Festival	
Primary Contact /Applicant Name: Leslea Partridge 507-319-4571	
Items needed: Use of public streets, public parking spaces, Central Park, Central Stage with microphone/electricity, bleachers set near judging area, cones and barricades along parade route, 14 additional picnic tables in park area, restroom will be located practice streets and in the two parking lots, and 70 "No Parking Signs".	
Department Notes: Staff has met with event committee to confirm event details. Park & Rec: Approved. A partnership with the City is being requested. (Cost of \$800 waived) The City of Owatonna logo (with brand standards being used) should be on all promotional materials and/or the City listed as a partner. The City will provide someone to open and close the Central Park Stage. The park crew will also bring in two sets of bleachers for the event. ***Please contact either MJ Knudson or Jesse Wilker with the exact location of the bleachers.*** Police: Approved. Patrol Captain Drenth attended the planning session to verify event safety and traffic control measures. Fire: approved. Street: approved.	
Council Notes:	
City Council Approval: _____ Date: _____ Kris M. Busse, City Administrator/City Clerk	



April 20, 2023

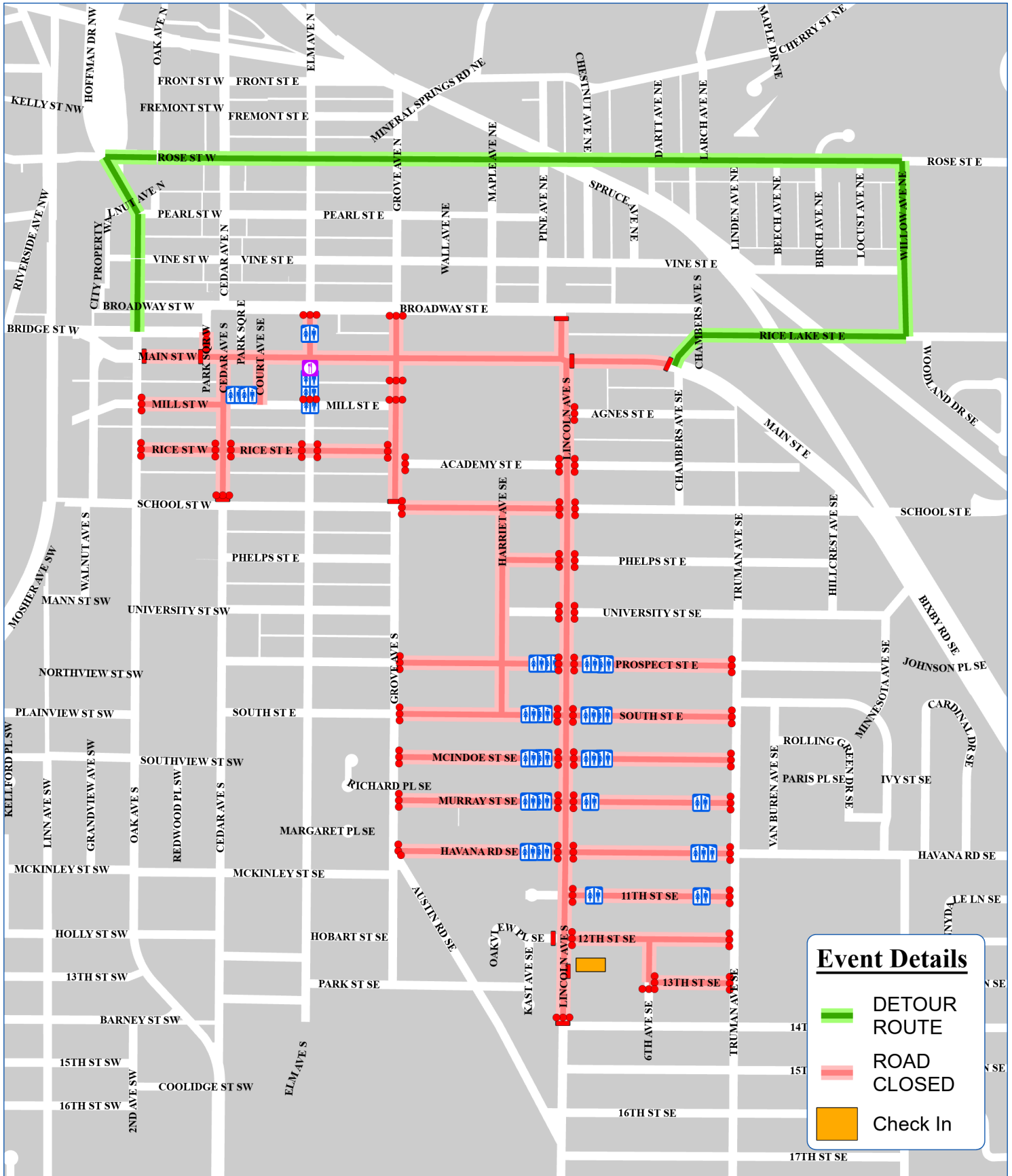


0 500 1,000 Feet

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.

Detour Route Harry Wenger Marching Band Festival

Competition Start 11:00 am



April 20, 2023



0 500 1,000 Feet

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.



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM:
SUBJECT: Classic Car Show - May 3, 2023

Purpose:

Council approval of the Event Permit Application received from Jon Simon to hold a classic car show on N Walnut on May 3, 2023.

Background:

Requesting street be blocked in front of Mineral Springs Brewery for car show. Will similar to event held last year, the brewery will be open but not extending premises of liquor license, alcohol allowed on patio area but not on sidewalk or street area during this event.

Event set-up and begins at 5:00 pm.
Event ends at 7:00 pm.

Budget Impact:

None

Staff Recommendation:

Police, Public Works, Fire and Park & Rec departments notified of proposed event and all approved with no comments made.

Attachments:

1. 2023-05-03 Classic Car Show



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mi

Tax Parcel Viewer

January 20, 2022





Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Alley Cafe - Central Park Coffee Co

Purpose:

Council approval of an Event Permit Application received from Richard Pettet for a patio cafe set in the alleyway adjacent to Central Park Coffee Co.

Background:

The new owners of Central Park Coffee Co are requesting use of the alleyway south of their building on N Cedar for an outdoor patio area. This was first offered during 2020 because of COVID restrictions and adds to the amenities in the downtown area. They plan to set up the patio as in previous years, during the months of May - October, 2023. A site map is attached.

Budget Impact:

None

Staff Recommendation:

Departments notified and recommend Council approval with these comments:

Attachments:

1. Central Coffee Alley Cafe



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Smokin' in Steele Blues & BBQ - June 2 & 3, 2023

Purpose:

Council approval of the Event Permit Application received for the Smokin' in Steele Blues and BBQ.

Background:

This is an annual event held at the Steele County Fairgrounds each year over the first weekend of June. They request S Elm Avenue be closed to traffic through the fairgrounds during this event and ask to use 6 barricades and 30 large cones. They also request traffic control assistance during the event.

April 4, 2023, City Council approved a Temporary Liquor License for the Knights of Columbus to serve alcohol in the Beer Garden at this event.

The event is planned for Friday June 2, and Saturday, June 3, 2023 with amplified music playing outdoors between 4 and 10 pm.

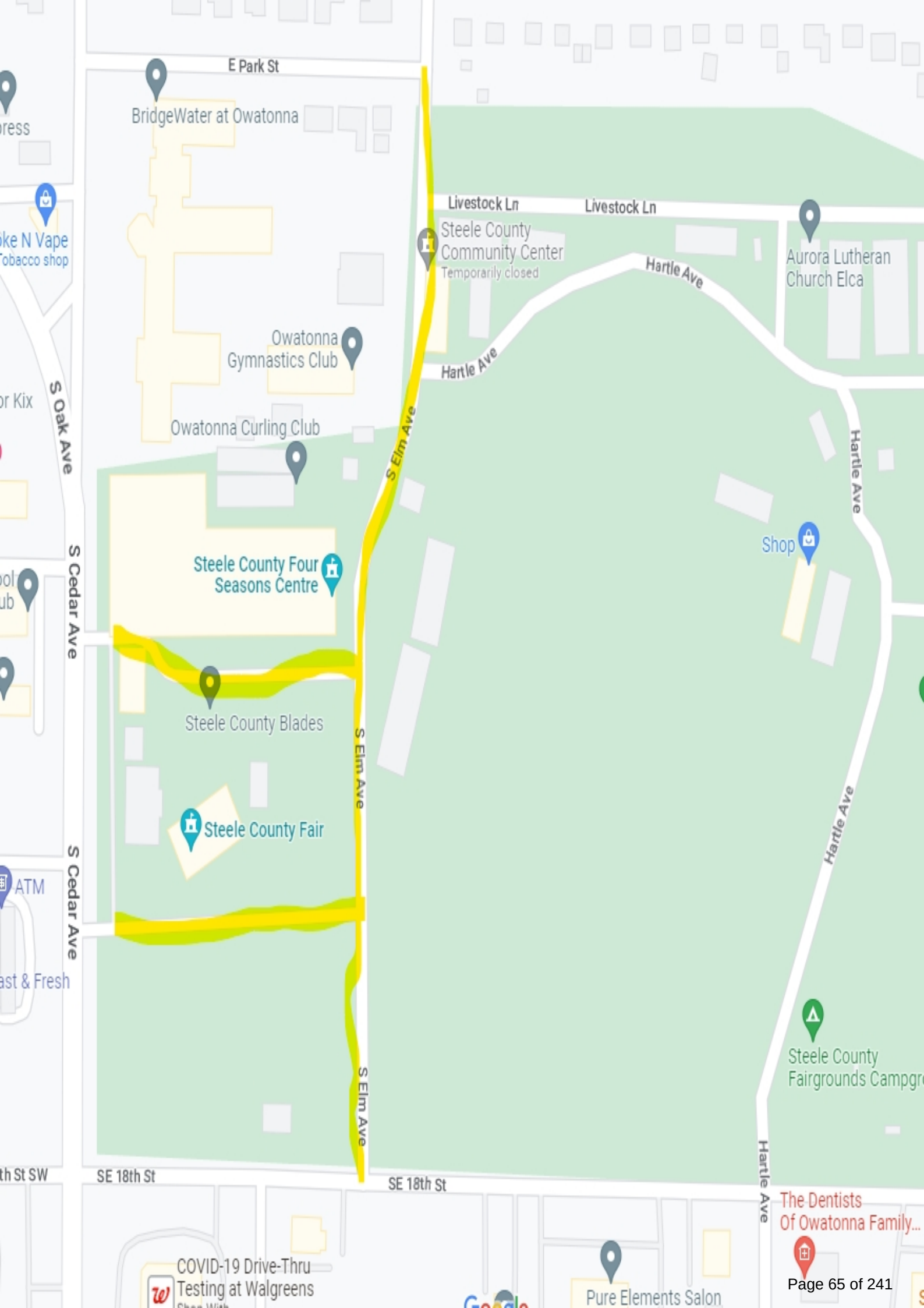
Budget Impact:

None

Staff Recommendation:

Attachments:

1. Smokin' in Steele Blues BBQ Site Plan



BridgeWater at Owatonna

Livestock Ln

Livestock Ln

Steele County
Community Center
Temporarily closed

Aurora Lutheran
Church Elca

Owatonna
Gymnastics Club

Owatonna Curling Club

Steele County Four
Seasons Centre

Steele County Blades

Steele County Fair

Shop

Steele County
Fairgrounds Campground

COVID-19 Drive-Thru
Testing at Walgreens

Pure Elements Salon

The Dentists
Of Owatonna Family...



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Juneteenth Celebration - June 17, 2023

Purpose:

Council approve the Event Permit Application received from the Alliance for Greater Equity (AGE) for a Juneteenth Celebration in Manthey Park on Saturday, June 17, 2023.

Background:

This will be the second year AGE is hosting a Juneteenth Celebration. Last year the event was held in Darts Park and this year the event is planned for Manthey Park. They are requesting the use of 20 large traffic cones to block the east end of the parking lot to allow the band's show trailer and food vendors.

The event will be held on Saturday afternoon, June 17th from 2:30 - 4:30 pm. They will begin set-up at noon and should have cleared up by 5:30 pm.

The event is contained within Park area but with participation from food vendors and use of the public parking lot an Event Permit was filed for Council review/approval.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Juneteenth Event - Site Plan





Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM:
SUBJECT: Owatonna Chamber After Hours - June 27, 2023

Purpose:

Council approval of an Event Permit Application received from Scott Limberg.

Background:

Limberg Productions, Steele County Times and Straight River Marketing are planning to host a Chamber After Hours Event in the parking lot in the 300 block behind Nick's Pizza. The event is planned for Tuesday, June 27th from 5:30 pm - 7:00 pm. They will set a tent up in the parking lot and request use of the parking lot as they will block traffic with the use of barricades. Set-up will begin at 8:00 am on Tuesday morning and they have notified adjacent property owners.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval with these comments:

Attachments:

1. Chamber After Hours Site Plan





Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
Mary Jo Knudson
SUBJECT: Annual Deer Cull

Purpose:

Approval of allowing discharge of a weapon within city parks as part of the Deer Management Plan.

Background:

It is the intention to cull the deer population within the city limits by allowing a City Council, Owatonna Police Department and DNR approved archery hunt similar to in past years. Parks available for archers are: Cashman Park, Hammann Park, Kaplan's Woods Park, Kaplan's Woods Parkway, Kriesel Park, Leo Rudolph Nature Reserve, Manthey Park, Maple Creek Parkway, Mineral Springs Park, Nass Woods Park and North Straight River Parkway. Park maps with predetermined stand locations and where signs are located are prepared before registration opens.

Recommendation from DNR:

I recommend Owatonna to continue the special hunt within the city similar to in the past years.

My personal observations are that deer numbers are robust in the vicinity. Deer population modeling information from our Wildlife Research Unit suggests that deer populations in the area will continue to grow and numbers are likely to be above goal.

Hunting in Owatonna can help stabilize deer populations, but importantly, it also helps to keep deer from becoming too habituated to people. It is important to continue efforts to help keep numbers in a range that is socially acceptable to most citizens, as well as to mitigate deer grazing and browsing impacts to park vegetation as well as impacts to peoples' yards and gardens. I know there are some folks concerned about hunting in the city limits.

Nevertheless, I recommend continuing with controlled archery hunts as a safe means to help manage deer numbers toward a goal of avoiding greater conflicts with deer that can arise due to deer damage to property and natural habitats or disease concerns.

The deer management proposal addresses the following:

- The culling of deer is proposed to occur between 10/22/2023-11/19/2023 and 11/20/2022-12/17/2022.
- No portable stands are placed on city property until after orientation by park crew. No permanent stands.
- Registration deadline is September 1, 2023 at 4 p.m.
- Two sets of 17 permits will be awarded to those passing a proficiency test. Previously successful hunters will earn preference points for location.
- Hunters must be at least 18 years of age.
- Hunters may share a location with another hunter, maximizing overall days hunted.
- Only antlerless deer may be harvested. The bag limit is 5 deer per hunter. Once a hunter harvests one antlerless deer, they may Earn-a-Buck.
- All entrails will be removed intact or in containers or plastic bags and shall be disposed of properly.
- Regular hunter communication with the city is required.
- All Minnesota DNR rules and regulations will apply.
- NEW in 2023 – signs posted at park entrances will be in English and Spanish.

This deer management plan is supported by Owatonna Police Department. The Parks and Recreation Department will administer, manage and monitor the program.

Budget Impact:

A non-refundable application fee of \$20 to the City of Owatonna is assessed to the applicants to offset any costs associated with the archery hunt.

Staff Recommendation:

Staff recommends approval of a city-sponsored archery hunt during 2023.

Attachments:

1. 2023 Deer Management Rules & Application Form

City of Owatonna – October 22 – December 17, 2023

Deer Management Rules & Application (MNDNR Special Hunt #990)

Purpose: To cull the herd of deer within the city limits of Owatonna.

Take: Five bag limit per hunter. Antlerless only. Earn-a-Buck after taking one antlerless.

Requirements:

- » 18 years or older, hold Minnesota hunting license, pass review of eligibility by DNR CO.
- » \$20 non-refundable application fee
- » Pass a proficiency test
 - City Archery Range – 711 North Elm Avenue, Owatonna
 - in case of rain – 20 Rifle & Pistol Club – 1675 50th St NW, Medford
- » All Minnesota DNR rules and regulations apply
- » Communicate with park staff weekly
- » Report deer taken to Parks & Recreation within 24 hours in addition to required DNR reporting
- » Use proper hunting etiquette and good judgment

Important Dates:

- » Registration Deadline – September 1
- » Proficiency Test – September 9 or 16 from 11 a.m. – 2 p.m.
- » Permits assigned – week of September 19
- » First Season – October 22 – November 19
- » Second Season – November 20 – December 17

Key Points during Season:

- » Stands may go up after meeting with park staff
- » Stands must be at least 5 feet above ground
- » Hunt within zone boundaries and at designated stand locations
- » No discharge of bow within 150' of any inhabited structure or 100' of main trail
- » No use of crossbows
- » No permanent tree stands or steps
- » No personal trail cameras
- » No cutting or removal of vegetation
- » Bow must be in legal case if not in stand
- » All entails removed intact or containers and disposed of properly
- » No motorized vehicles allowed on trails, remain on roadways or in parking lots
- » Carry city-issued permit into parks (paper or virtual)
- » Stands removed no later than December 30th or subject to seizure & disposal
- » Register deer taken with Special Hunt 990

Location assignments are based on: Proficiency Test points, past program points (hunting & success), hunter preference.

Contact Information:

Reporting & Weekly Communication: Mary Jo Knudson – 507-774-7364 (o) or 507-676-1511 ©

Stand Placement & Movement: Danny Wagner – 507-741-4262

Proficiency Testing: Kyle Ackerman – 507-210-3950

Law Enforcement Center: 507-444-3800

The City of Owatonna shall not be liable for any personal injury or property damage suffered by the applicant / hunter while on city property. Further, the applicant will fully defend and indemnify the City of Owatonna from any claims, lawsuits, causes of action or judgments arising or resulting from any activities of the applicant. Violation of any of these or other applicable laws, rules, regulations, ordinances, policies or directives of City officials immediately revokes the permission on City property and may result in criminal prosecution.

At any time the City of Owatonna or its officials may revoke or alter permissions of or end the hunt.

APPLICATION – ALL FIELDS REQUIRED

Name: _____ Phone _____

E-mail: _____

Address: _____ City/State/Zip _____

Are you at least 18 years old? ☐ Yes ☐ No MDNR # _____

I am applying for: ☐ First Season Only ☐ Second Season Only ☐ Either Season (prefer – First or Second)

I prefer sharing a location. ☐ Yes ☐ No With: _____

What is more important to you? ☐ Season Choice ☐ Location Choice ☐ Does not matter

I have read the rules and agree to abide by them. I understand I am not guaranteed to receive a permit, and the application fee is non-refundable. I declare under penalty of perjury the above information is correct and true. I understand failure to comply with any rules or requirements will result in revocation of participation.

Signature

Date

Please rank preferred locations (1-most desirable, 17-least desirable):

_____ Cashman Park Zone 1	_____ Kaplan's Woods Zone 4	_____ Maple Creek
_____ Cashman Park Zone 2	_____ Kaplan's Woods Parkway Zone 1	_____ Mineral Springs
_____ Hammann Park	_____ Kaplan's Woods Parkway Zone 2	_____ Nass Woods
_____ Kaplan's Woods Zone 1	_____ Kriesel Park	_____ North Straight River Zone 1
_____ Kaplan's Woods Zone 2	_____ Leo Rudolph Park	_____ North Straight River Zone 2
_____ Kaplan's Woods Zone 3	_____ Manthey Park	

*Failure to rank ALL locations will result in no location assigned.



Parks, Trails, Recreation & Facilities Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: DNR Outdoor Recreation Grant

Purpose:

Requesting City Council approval of a Department of Natural Resources (DNR) No Child Left Inside grant, the Parks and Recreation department was selected to receive it.

Background:

The DNR provides various grant opportunities to cities, schools and other groups for various initiatives funded by the State Legislature. Recently, the Parks and Recreation Department applied for a \$5000 'No Child Left Inside' grant through the DNR and was selected as one of the recipients. The purpose of the 'No Child Left Inside' program is to support and increase efforts to expand programming that connects young people to the outdoors.

The Parks and Recreation Department implemented an archery program in 2022 that provides opportunities for young people and families and is seeking ways to enhance the adaptability and inclusivity in this program. By accepting the funding from this DNR grant, it would allow the purchase of additional equipment, supplies and staff training for the enhancement to the archery program.

Budget Impact:

The noted dollar amount as matching funds for this grant is included in the Recreation General Operating Budget. The grant dollars will enhance this plan.

Staff Recommendation:

Staff recommends the acceptance of the grant.

Attachments:

1. DNR Grant Agreement

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Department of Natural Resources ("STATE") and **City of Owatonna, 540 West Hills Circle, Owatonna, MN, 55060** ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 subd. and Minn. Stat. 97A.057 subd. 2, the State is empowered to enter into this grant.
2. Developing a grants program for statewide groups is one strategy the State is using to provide “outdoor environmental, ecological, and other natural-resource-based education and recreation programs serving youth” ([Minn.Stat.§ 84.976](#), Subd. 1.)
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
- 2.3 Acquire pre-approval for any changes to project objectives, audience, timeline and/or budget outlined in Exhibit A. All requests for changes must be submitted in writing and approved by the State's Authorized Representative prior to implementation.

3 Time

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

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid **\$5,000.00** after Grantee presents an invoice with appropriate documentation for expenditures as described in Exhibit A, which is attached and incorporated into this grant contract agreement.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$5,000.00**.

4.2 Payment**(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely, in compliance with the State's Payment Request and Project Interim and Final Report Summary forms, and according to the following schedule: Upon completion of services. Final invoices to be submitted no later than **July 30, 2024**.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is **Kraig Kiger, Shooting Sports Education Coordinator, 218-328-8868, kraig.kiger@state.mn.us, 1201 Hwy 2 East, Grand Rapids, MN, 55744**, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Thomas Gorycki, Recreation Supervisor, 507-676-5784, thomas.gorycki@ci.owatonna.mn.us, 540 West Hills Circle, Owatonna, MN, 55060**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

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

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

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

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

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

10.2 *Intellectual Property Rights*

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

(b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

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

15 Data Disclosure

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

16 Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the project shall prevent invasive species from entering into or spreading within a project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the project site and after completion of the project.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by operator- furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the State Wildlife Area Manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats,

turbidity curtain, sheet pile, and pumps that come in contact with any infested waters must be thoroughly decontaminated.

17 Pollinator Habitat Enhancement

Habitat restorations and enhancements conducted on State lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. § 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found on the State's website under [MN Pollinator Resources](#).

18 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

19 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels. A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

Signature Page for: Grant Agreement between (“Grantee”) and the Minnesota Department of Natural Resources (“State”).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: *Nina Lozano*
204992CB3009423...

Date: March 28, 2023

SWIFT Contract/PO No(s). 226769 / 3-227122

2. GRANTEE

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Division Director, FAW

Date: _____

OFFICE USE ONLY

Tracking number 2023NCLI 135

Date/Time received 12/7/2022, 9:43 AM

Staff administrator Kraig Kiger

☒ eligible ☐ not eligibleRegion: ☐ NW ☐ NE ☐ CENTRAL ☐ METRO ☐ SW ☒ SE

No Child Left Inside Grant Program 2023 MINI GRANTS Application

Instructions: Please read the complete *Request for Proposals (RFP)* and other associated documents before submitting this application. Do not submit any additional information beyond what is requested in the application. **Applications must be received in the DNR Outreach Grants email account by 2:00 p.m. CST on Wednesday, December 7, 2022.** Incomplete or late applications **will not** be accepted. No exceptions. If you are awarded a grant, you will be notified by email regarding next steps in the process. *Applicants should not plan to start any project work prior to April 1, 2023. Project work for 2023 Grants must be completed by June 30, 2024.*

Submit application electronically to:
outreachgrants.dnr@state.mn.us with the subject line, "NCLI 2023 Grant Application"
Applicant

Organization name (include School District # or Non-profit EIN) City of Owatonna EIN# 41-6005444
 Organization address 540 West Hills Circle
 City Owatonna State MN Zip 55060 County Steele County
 Contact name Thomas Gorycki Title Recreation Supervisor
 Phone 507-676-5784 Email thomas.gorycki@ci.owatonna.mn.us

Organization type – select one (if none apply your organization is not eligible for this grant)
☐ Non-profit organization ☐ Public/Charter school ☐ Tribal Nation or school ☒ Government, other public entity

Funding amount requested - \$500 (minimum) - \$5,000 (maximum) \$ 5000
Match amount, including in-kind (approximate, compared as a percentage of state funds requested)
☐ 1-24% ☐ 25-49% ☐ 50-74% ☐ 75-99% ☐ 100+%
Educational institution, nonprofit organization, or community group where students are based*Who are the youth that would be served by this grant?*

Name (school, center, etc.) Owatonna Public Schools, Medford Public Schools, Blooming Prairie Public Schools

Address 515 West Bridge Street

City Owatonna State MN Zip 55060 County Steele

Percentage of youth that qualify for free and reduced-price lunch 42 %

How many estimated youth will be reached by this program?

Pre-K 0 1 – 4th grade 100 5 - 8th grade 100 9 - 12th grade 200**Outdoor location where project will be delivered or implemented (park, nature center, lake, or other outdoor venue)**

Name Archery Park Nearest city Owatonna

Project title

Adaptive Archery

Project start date (mm/dd/yyyy)

June 1, 2023

Project end date (mm/dd/yyyy)

March 1, 2024

must be after April 1, 2023

must be before June 30, 2024

Project summary - Describe your project and the expected outcomes. (Use only the space provided.)

Develop and implement an educational adaptive archery program. The focus is to teach lifelong outdoor skills, safety and stewardship to youth and families who have disabilities that may limit them from taking part in the sport of Archery. This grant specifically helps fund the adaptive component of the archery program. A pilot class will be offered to participants taking part in our weekly programs, then to children and families. Fees are minimal and scholarships are offered for under-resourced populations.

Excellent participation is expected based on the usage of Owatonna’s high-quality, ADA accessible archery range. This is a perfect location to house adaptive programs for individuals who have special needs. There is no similar community programming in the surrounding area. A small audience is purposeful for two reasons. First, equipment is expensive and can require some modifications for participants. This helps our staff become comfortable working with the equipment. Second, smaller program sizes will help ensure each class gets time with the instructor to feel comfortable finding the row and set up. This programs fills a need for more non-traditional sports offerings for youth.

Natural resource education or outdoor recreation supported by project (check all that apply) – refer to the RFP for a full list of grant requirements and eligible activities.

- ☒ Education classes that are held outside

☒ Training of teachers, facilitators, mentors or volunteers to deliver environmental or outdoor education or recreation

☐ Safety training: firearms, boat and water, ATV or snowmobile

☐ Programs at State Parks or Trails

☒ Programs at other parks, trails, nature or environmental learning center facilities

☐ Minnesota School Forest Program activities

☐ Investigations on water issues or water education
- ☒ Outdoor recreation activities with an educational, health, or wellness component

☐ Angling

☒ Hunting or trapping

☒ Shooting: trap, skeet, archery (NASP), etc.

☐ Paddle sports

☐ Cross-country (Nordic) skiing

☐ Biking or hiking at state and local parks or trails

☐ Snowmobiling or ATV riding

☐ Other

Funding will be used for the following activities or materials (check all that apply)

- ☐ Transportation or travel costs to eligible locations

☐ Program fees, such as admission, membership, tours, facility fees, hired educators/speakers, or equipment rental

☐ Teacher prep time or substitute teacher stipends for work on curriculum integration or to attend professional development

☐ Curricula and other necessary classroom educational materials
- ☐ Classroom set of EOE equipment, or materials, such as binoculars, cameras, GPS units, compasses, or other outdoor instructional tools

☒ Outdoor recreation equipment and materials, such as snowshoes, cross-country skis, and clothing

☐ Fishing equipment

☒ National Archery in the Schools (NASP) equipment

☐ Trapping equipment

☐ Hunting equipment (guns and ammo are not eligible)

Fill in the estimated total cost of the project(s) and the grand total of the dollar amount requested (\$500-\$5,000)

Matching amounts are required for the mini grant program. No specific amount is required and in-kind support is allowed.

Item	Description	Funding amount requested	Matching amount (provided by applicant)
Transportation		\$ 0	\$0
Program fees		\$ 0	\$2,068.44
Teacher or sub stipends		\$ 0	\$0
Curricula and materials		\$ 0	\$1,417.80
Equipment	Adaptive Archery equipment (through NASP), other outdoor recreation equipment	\$ 5,000	\$291.28
Contractors		\$ 0	\$
Grand Totals		\$ 5,000	\$3,777.52



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Substantially Completed Project - 18004 Mosher Avenue

Purpose:

On March 20, 2018, the City of Owatonna entered into a contract with Alcon Construction of Rochester, MN for the construction of Project #18004 - Mosher Avenue.

Background:

As of final inspection on January 1, 2023, the Contract has been substantially completed. The entire amount of work shown has been performed and the total value of the work performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher. Final voucher will be withheld until receipt of all required closeout documents from the Contractor.

Budget Impact:

The initial contracted amount was \$240,431.90. Two Change Orders were issued totaling \$93,978.20, for a final contract amount of \$334,410.10.

The final pay estimate to be released is in the amount of \$11,896.57.

The total cost of the completed project was \$299,791.50.

Staff Recommendation:

Staff recommends approval of closing out project 18004 Mosher Avenue with a warranty date beginning January 1, 2023.

Attachments:

1. Mosher Avenue Pay Est #7 - Final

**CITY OF OWATONNA, MINNESOTA
OFFICE OF THE CITY ENGINEER
ENGINEER'S ESTIMATE FOR PARTIAL PAYMENT NO. 7 - Final**

**18004 - 2018 Mosher Ave. Project
Alcon Construction**

Owatonna, Minnesota
April 27, 2023

TO THE CITY COUNCIL OF OWATONNA, MINNESOTA:

I have viewed the work being done under contract by Alcon Construction, Rochester MN. for the 2018 Mosher Ave. project and find the amount earned under said contract up to January 1, 2023 as follows:

ORIGINAL CONTRACT TOTAL	\$240,431.90
CHANGE ORDER NO. 1	\$90,578.20
CHANGE ORDER NO. 2	<u>\$3,400.00</u>
CONTRACT TOTAL	\$334,410.10
 AMOUNT OF WORK COMPLETED	 \$299,791.50
 AMOUNT RETAINED (0%)	 \$0.00
 AMOUNT RETAINED	 \$0.00
 AMOUNT DUE CONTRACTOR	 \$299,791.50
 LESS PREVIOUS PAYMENTS	 \$284,801.92
 AMOUNT DUE THIS ESTIMATE	 \$11,896.57

I therefore recommend that a payment of \$11,896.57
to be made to the Contractor from the fund for the Improvement,
representing 100% of the amount earned, less previous payment

Signed: _____

SEAN MURHY, P.E.
CITY ENGINEER

MONTHLY ESTIMATE 18004 - 2018 MOSHER AVE.				Est No. 6 From: June 28, 2019 To: July 26, 2019		TOTAL WORK COMPLETED	
ITEM NO.	ITEM	UNIT	Unit Price	ESTIMATED QUANTITY	CONTRACT Amount	COMPLETED QUANTITY	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00
2104.501	REMOVE CURB & GUTTER	LIN. FT.	\$6.75	42.00	\$283.50	152.90	\$1,032.08
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN. FT.	\$8.00	50.00	\$400.00	20.00	\$160.00
2104.505	REMOVE CONCRETE PAVEMENT	SQ. YD.	\$6.25	152.00	\$950.00	154.96	\$968.50
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	\$6.20	60.00	\$372.00	60.00	\$372.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$6.50	85.00	\$552.50	86.30	\$560.95
2104.505	REMOVE SIDEWALK	SQ. YD.	\$6.25	658.00	\$4,112.50	658.00	\$4,112.50
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	\$425.00	7.00	\$2,975.00	7.00	\$2,975.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN. FT.	\$5.30	339.00	\$1,796.70	212.50	\$1,126.25
2104.513	SAWING BITUMINOUS PAVEMENT	LIN. FT.	\$2.20	108.00	\$237.60	108.00	\$237.60
2211.501	AGGREGATE BASE, CLASS 5	TON	\$25.15	325.00	\$8,173.75	157.23	\$3,954.33
2301.504	CONCRETE PAVEMENT 7 in	SQ. YD.	\$70.00	152.00	\$10,640.00	154.96	\$10,847.20
2301.602	DRILL & GROUT DOWEL BAR (1/2" DEFORMED - EPOXY COATED)	EACH	\$11.15	72.00	\$802.80	73.00	\$813.95
2301.602	DRILL & GROUT DOWEL BAR (1" DEFORMED - EPOXY COATED)	EACH	\$24.50	20.00	\$490.00	16.00	\$392.00
2301.602	DRILL & GROUT DOWEL BAR (1" SMOOTH - EPOXY COATED)	EACH	\$24.50	78.00	\$1,911.00	35.00	\$857.50
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$16.00	3.00	\$48.00	0.00	\$0.00
2360.501	4" TH. TYPE S.P. 12.5 WEARING COURSE MIX (2,C)	TON	\$150.00	20.00	\$3,000.00	0.00	\$0.00
2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	\$25.00	50.00	\$1,250.00	65.03	\$1,625.75
2503.511	12" P.V.C. PIPE SEWER, SDR 26	LIN. FT.	\$51.60	1574.00	\$81,218.40	1543.80	\$79,660.08
2503.602	RECONNECT 4" SANITARY SEWER SERVICE	EACH	\$625.00	12.00	\$7,500.00	12.00	\$7,500.00
2503.602	RECONNECT 6" SANITARY SEWER SERVICE	EACH	\$775.00	1.00	\$775.00	0.00	\$0.00
2504.602	RELOCATE WATER SERVICE, 1" COPPER	EACH	\$500.00	8.00	\$4,000.00	0.00	\$0.00
2504.602	RELOCATE WATER SERVICE, 2" COPPER	EACH	\$1,160.00	1.00	\$1,160.00	0.00	\$0.00
2504.602	6" WATER MAIN OFFSET	EACH	\$2,725.00	3.00	\$8,175.00	0.00	\$0.00
2504.602	ADJUST CURB STOP	EACH	\$225.00	4.00	\$900.00	4.00	\$900.00
2506.501	CONST. DR. STR, DESIGN 4007C	LIN. FT.	\$502.00	37.50	\$18,825.00	37.65	\$18,900.30
2506.516	CASTING ASSEMBLY, R-1733-B (MH, 700-9)	EACH	\$725.00	5.00	\$3,625.00	5.00	\$3,625.00
2506.522	ADJUST FRAME & RING CASTING	EACH	\$425.00	1.00	\$425.00	1.00	\$425.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE - CORE DRILL	EACH	\$890.00	2.00	\$1,780.00	1.00	\$890.00
2521.501	4" CONCRETE WALK	SQ. FT.	\$5.35	6400.00	\$34,240.00	5184.00	\$27,734.40
2521.501	6" CONCRETE WALK	SQ. FT.	\$6.35	1000.00	\$6,350.00	846.80	\$5,377.18
2531.501	CONCRETE CURB & GUTTER, DES. B-624	LIN. FT.	\$39.00	42.00	\$1,638.00	152.90	\$5,963.10
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$53.50	85.00	\$4,547.50	110.68	\$5,921.38
2531.618	TRUNCATED DOMES	SQ. FT.	\$53.50	8.00	\$428.00	8.00	\$428.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,800.00	1.00	\$1,800.00	1.00	\$1,800.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$100.00	6.00	\$600.00	6.00	\$600.00
2573.533	SEDIMENT CONTROL LOG, TYPE ROCK	LIN. FT.	\$5.60	40.00	\$224.00	0.00	\$0.00
2574.525	COMMON TOPSOIL BORROW	CU. YD.	\$37.60	219.00	\$8,234.40	0.00	\$0.00
2575.505	SODDING, TYPE LAWN	SQ. YD.	\$7.75	1315.00	\$10,191.25	1323.00	\$10,253.25
				\$240,431.90		\$205,813.30	

CHANGE ORDER #1

ITEM NO.	OPU "ADDED ITEMS"- ALCON QUOTE	UNIT	Unit Price	ESTIMATED QUANTITY	CONTRACT Amount	COMPLETED QUANTITY	AMOUNT
10	6" C900 WATERMAIN INCLUDES TEMP WATER	LIN. FT.	\$33.00	1520.00		1500.40	\$49,513.20
20	6" GATE VALVE	EACH	\$1,900.00	5.00		4.00	\$7,600.00
30	6" DUCTILE IRON FITTINGS	EACH	\$875.00	7.00		11.00	\$9,625.00
40	OWATONNA SPEC. HYDRANTS	EACH	\$5,600.00	2.00		1.00	\$5,600.00
50	6" SADDLE'S FOR WATERSERVICES	EACH	\$520.00	10.00		12.00	\$6,240.00
60	TEMP TO PERMANENT SANITARY SERVICES	EACH	\$1,200.00	10.00		10.00	\$12,000.00
						\$90,578.20	

CHANGE ORDER #2.

ITEM NO.	EXTRA STORM SEWER WORK	UNIT	Unit Price	ESTIMATED QUANTITY	CONTRACT Amount	COMPLETED QUANTITY	AMOUNT
	REMOVE MH E-13, F&I 8 LF 58" ARCH RC PIPE & CONST. JT	LUMP SUM	\$3,400.00			1.00	\$3,400.00
						\$3,400.00	

TOTAL & C.O. #1 & #2 \$299,791.50



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Substantially Completed Project - 22005 Maple Creek Estates

Purpose:

As part of the Maple Creek Estates No. 3 Development Agreement Maple Creek Estates Owatonna, LLC agreed to complete the grading and drainage improvements , utility installations and roadway construction in accordance with City of Owatonna design specifications.

Background:

As of December 14, 2022, the construction of the public facilities as part of the Maple Creek Estates No. 3 project for Schrom Construction have been completed in accordance with City of Owatonna specifications.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends acceptance of the completed project with a warranty start date of December 14, 2022.

Attachments:

1. Engineer's Certification - Maple Lane



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

December 14, 2022

City of Owatonna
Attn: Sean Murphy, Assistant City Engineer
540 West Hills Circle
Owatonna, MN 55060

Re: Maple Creek Estates No. 3 Construction Certification

Dear Mr. Murphy,

The construction of the public facilities as part of the Maple Creek Estates No. 3 project for Schrom Construction is complete. Said public facilities, including the sanitary sewer, water main, storm sewer, and street construction were completed in accordance with the City of Owatonna's specifications.

Enclosed are the as-built construction plans.

If there are any questions, please let us know.

Respectfully,

John H. Schulte V, PE



DATE: May 2, 2023
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Fire Department Prairie Burn Exercise

Purpose:

Authorize the mutual waiver and release of liability agreement with Minnesota Pheasants Inc (Steele County Chapter) for prairie burn training.

Background:

Minnesota Pheasants Inc (MPI) has offered to allow the Owatonna Fire Department (OFD) to perform a prairie training burn on their property just southwest of the city. This property is outside of the city limits, but within the OFD rural response area.

This will be a great hands-on training opportunity for the OFD to practice live wildland firefighting techniques in a small controlled environment. The date of this training exercise is to be determined as it will be dependent on weather and site conditions. The necessary burn permits will be obtained prior to the exercise.

Budget Impact:

The only budget impact will be direct labor costs of the firefighters participating in the exercise (similar in scope to any of their other training exercises).

Staff Recommendation:

Staff recommends approval and execution of this agreement with Minnesota Pheasants Inc (Steele County Chapter).

Attachments:

1. Prairie Burn Exercise Agreement

CITY OF OWATONNA
MUTUAL WAIVER AND RELEASE OF LIABILITY AGREEMENT

THIS AGREEMENT is made on April _____, 2023 between City of Owatonna (City) and Minnesota Pheasants Inc. (Steele County Chapter) (MPI).

- A. The Owatonna City Fire Department desires to conduct a training exercise for a Prairie Burn.
- B. MPI owns a tract of land of 2.7 acres, more or less, in the northwest corner of Section 28, Owatonna Township, which would benefit from the Prairie Burn.

IN CONSIDERATION of the mutual benefits to be derived by both City and MPI and in consideration of the promises herein, the parties agree as follows:

1. MPI grants to City a right-of-entry to the premises described herein for the purposes of conducting a Prairie Burn exercise on _____, 2023.
2. MPI grants to the City the exclusive right to control the premises during the duration of the exercise.
3. The City anticipates the area of the burn would be no more than one acre.
4. City Fire Department officials and employees will be the only participants in the Prairie Burn exercise.
5. MPI members may observe the exercise, at their own risk and from a location designated by the Fire Department.
6. City and MPI and its members recognize that the exercise poses risks of injury, including death or illness or damage to property.
7. The City and its officers, employees and agents, waive, release and discharge MPI from any and all liability arising from the negligence of MPI for any injury to or death of any City participants or for damage to City's property in any way arising out of the Prairie Burn.

8. MPI and its members waive, release and discharge City and its officers and employees arising from any and all liability arising from the negligence of City for any injury or death of any MPI members or guests or for damage to MPI's property in any way arising out of the Prairie Burn.
9. Each party agrees to indemnify and hold harmless the other with respect to any loss, damage, or claim resulting from or relating to third party claims.
10. This Mutual Waiver and Release of Liability Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

We certify that we have read this documents and fully understand its content and we voluntarily sign the same.

MINNESOTA PHEASANTS INC.
(Steele County Chapter)

By: George C. Inague
Its President

By: Daniel Q. Clendy
Its V. P. Habitat

CITY OF OWATONNA

By: _____
Thomas A. Kuntz, it Mayor

By: _____
Kris M. Busse, its City
Administrator



Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: April 27, 2023
RE: Mutual Lease Cancellation Agreement

Purpose:

Request Council approval of a Mutual Lease Cancellation Agreement with Peter Dahl for airport Lot #8, Airport Subdivision No. 1.

Background:

October 17, 2017, Peter Dahl entered into a Non-Commercial Private Hangar Land Lease Agreement with the City. This agreement must be canceled as this lot, airport Lot #8, Airport Subdivision No. 1, is in the process of being sold and a new agreement has been negotiated with the buyer.

Budget Impact:

Any rent due will be prorated between the parties.

Recommendation:

Staff recommends approval of this Mutual Lease Cancellation Agreement.

Attachments:

- 1) Mutual Lease Cancellation Agreement

MUTUAL LEASE CANCELLATION AGREEMENT

THIS MUTUAL LEASE CANCELLATION AGREEMENT made this 2nd day of May, 2023, between City of Owatonna, hereinafter "Landlord" and Peter Dahl, hereinafter called "Tenant".

In consideration of \$1.00 by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed that the lease entered into by said Landlord with said Tenant, dated October 17, 2017, for the premises described as:

Lot 8, Airport Subdivision No. 1, City of Owatonna

Is hereby voluntarily terminated as of May 2, 2023. It is specifically understood, however, that the execution of this Agreement shall not cancel or release the Landlord's claim to the rent, if any, and other charges, if any, which shall accrue to the lease up to the effective date of this Agreement of surrender, May 2, 2023.

In consideration of the foregoing, except as provided herein, it is mutually understood and agreed that neither party hereto shall have any further rights or claims against the other by reason of the above described lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

IN PRESENCE OF:

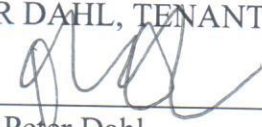
CITY OF OWATONNA, LANDLORD

By: _____
Thomas A. Kuntz, Mayor

By: _____
Kris M. Busse, City Administrator

Dated: _____

PETER DAHL, TENANT:

By: 
Peter Dahl

612 229-6019

Dated: 4.24.2023



Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: April 27, 2023
RE: Airport Non-Commercial Use Hangar Land Lease Agreement

Purpose:

Request Council approve the Airport Non-Commercial Use Hangar Land Lease agreement between the City of Owatonna and Terry Barta for Lot 8, Airport Subdivision No. 1.

Background:

Terry Barta has entered into a purchase agreement with the existing hangar owner on this lot. The existing lease agreement with the current tenant, Peter Dahl, provides that the City of Owatonna must approve any sale or assignment of the hangar located on the leased premises. Accordingly, a mutual cancellation was prepared and will be considered by the Council during their meeting prior to this new lease agreement which will terminate the existing land lease agreement to allow for this new land lease agreement with the buyer, Terry Barta.

The term of this agreement will be fifteen years. The City Attorney has reviewed this proposed agreement.

Budget Impact:

The land lease rental fee provided for in the agreement is \$1,088.00 per year based on \$0.17 per square foot of land lease. The rent payable under the lease is adjusted throughout the fifteen-year term of the lease based on a Consumer Price Index (CPI) escalator.

Recommendation:

Staff recommends approval.

Attachments:

- 1) Airport Non-Commercial Use Hangar Land Lease

AIRPORT NON-COMMERCIAL USE HANGAR LAND LEASE

THIS AGREEMENT made this 2nd day of May, 2023 by and between the City of Owatonna, Minnesota, a municipal corporation, lessor, hereinafter referred to as "City" and Terry Barta lessee, hereinafter referred to as "Lessee".

1. Lease of Airport Property; Premises. For and in consideration of the rents and covenants hereafter set forth, City leases to Lessee the following described premises at the City of Owatonna Municipal Airport, Steele County, Minnesota:

Lot 8, Airport Subdivision No. 1, (80 foot by 80 foot), as depicted on Exhibit A which is made a part hereof and incorporated herein by reference.

2. Use of the Airport. Lessee has the privilege of using the public portions of the Airport in common with other users. Lessee shall have the right to conduct all operations authorized pursuant to the terms of this Lease, provided, however, that this Lease shall not be deemed to grant to Lessee or those claiming under Lessee the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to rules and conditions as now exist or may be enacted in the future by City, State of Minnesota, or the United States. Lessee is subject to customary fees and charges for such use as may be established from time to time by City. City reserves the right to enter at any time upon the premises for the purpose of inspection to determine compliance with the terms of this Lease. Reasonable effort will be made to notify Lessee of such entry before entry is made.

3. Term. The initial term of this Lease shall be fifteen (15) years, commencing May 2, 2023 and expiring, unless earlier terminated, on May 1, 2038.

After the expiration of the fifteen (15) year term, the City, at its sole option, may enter into a new Lease with Lessee upon terms then mutually acceptable to City and Lessee provided the premises are not needed for airport or other general aviation purposes and, further, provided that the Hangar, in the City's sole opinion, is structurally sound, in good repair, and suitably maintained.

4. Rent. Lessee agrees to pay City the sum of One Thousand Eighty Eight Dollars (\$1,088.00) per year on or before May 2, 2023 (prorated for remainder of 2023) and on or before the first day of January of each year thereafter during the term of the Lease. For the first year of the Lease the rental rate is established at \$0.17 per square foot of land leased. The rent payable in this section shall be adjusted on the 5th anniversary of this Lease on May 1, 2028 and on May 1, 2033. Subject to the limitation set forth below, the rent shall be adjusted as follows:

For the purpose of this lease "CPI" means the Consumer Price Index published by the U.S. Department of Labor and Bureau of Labor Statistics (Midwest Region Average, All Urban Consumers, All Items), or if such index is discontinued, such successor index measuring the average rate of inflation in the United States as may be published by an

agency of the United States, and if there is none, then such other index measuring the average rate of inflation in the United States as Lessor shall reasonably designate.

The CPI in effect on the commencement date of this lease shall be the Base Index. On each date specified for adjustment of the rent in this section, the Index in effect immediately before the date (the "Adjustment Index") shall be used for the purpose of calculating the amount of the adjustment, if any. If the Adjustment Index has increased over or decreased from the Base Index, the rent payable until the next date specified for the adjustment of rent shall be increased or decreased by the same percentage as the Adjustment Index bears to the Base Index.

Notwithstanding anything above to the contrary, in no event shall the monthly rent payable by Lessee at any time during the term of this Lease Agreement be decreased as a result of the adjustment provided for in this section.

5. Use of Premises.

- a. The premises shall be used for the hangaring of airplanes, airplane parts, accessories, fuel, oil, lubricants, and other equipment and to service, repair, and overhaul airplanes owned by the Lessee. Any building constructed or subject to this land lease shall be used primarily for the purpose of storage of aircraft registered or leased to the Lessee and related aviation purposes. All such uses shall be for private purposes and shall not be used for commercial activities.
- b. Lessee must comply with all applicable building, fire, and zoning codes and other federal, state, county, and municipal laws and ordinances in effect as of the time of entering into this Lease and as amended from time to time thereafter.
- c. Lessee shall pay the cost of all labor and materials furnished or provided in connection with the building and shall not permit the filing of any mechanic liens against the premises, title to which at all times remains in City. If any lien is filed against the premises, Lessee must discharge the lien or provide adequate bond or other surety in a manner and amount reasonably satisfactory to City within thirty (30) days after the filing of the lien.
- d. Lessee shall not erect or permit to be erected on said premises or on the exterior of any building any sign or any type without the prior written consent of City. Lessee shall not place or permit to be placed in or on any portion of the demised premises any weight or weights in excess of a reasonable or safe carrying capacity for the structure.
- e. Lessee agrees at its own expense to observe all regulations and requirements of the City of Owatonna or other public authorities in force at the time of taking of possession by the Lessee of the leased premises or which may thereafter be made regarding the condition of the leased premises or conduct thereon, including all building, fire, sanitary, police, or other regulations.

f. Lessee shall not use or allow for any commercial use of the hangar building or premises without the expressed written consent of the Lessor.

6. Sale; Assignment; Subletting and Mortgage. Lessee will not sell, assign, sublet, or mortgage the premises or any part thereof or sell, assign, sublet or mortgage this Lease or any interest therein or permit the Lease to become transferred by operation of law without first obtaining the written consent of City, whose consent is subject to the City's sole discretion. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of City, be considered an assignment within the meaning of this Lease and as a breach thereof.

7. Maintenance. Lessee, at its own cost and expense, shall maintain the leased premises and the structures located thereon. Lessee shall keep and maintain the property in good order and repair and in a clean and neat condition. Lessee shall not permit any waste or nuisance on the leased premises or permit anything on the leased premises to interfere with the rights of other tenants of the City or users of the airport. In the event the premises are not properly maintained, the City, may after notice to the Lessee, cause the property to be maintained and the cost thereof will be billed to tenant as an administrative fee. In the event of non-payment the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

Snow removal in front of Lessee's hangar and mowing and weed control are the responsibility of the Lessee.

8. Hazardous Materials. Lessee shall not store hazardous materials on the leased premises except such materials as are normal and reasonably necessary for aircraft operation and maintenance. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all federal, state, county, and municipal rules and regulations. Any spill or discharge shall be immediately reported to City or other appropriate agency. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this Lease agreement.

9. Taxes, Assessments, and Other Charges. In addition to other charges identified in this Lease, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Upon request by the City, the Lessee shall provide proof of such payment.

The Lessee shall establish his own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Lease. Upon request by the City, the Lessee shall provide proof of such payment.

10. Revision of Rents. Lessor reserves the right, from time to time, to amend rents, charges, assessments and insurance limits contained within this agreement, either upwards or downwards. Any such revisions shall be reasonable and uniform with those revisions applicable to other users at the Airport in the same class of users as Lessee.

11. **Insurance.** Lessee shall maintain the following insurance coverages:

a. Lessee shall carry aircraft liability insurance with limits of coverage not less than as required pursuant to the Minnesota Statute Section 360.59 Subdivision 10, and may be amended.

b. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the City of Owatonna indicating the required coverage for the entire term of the lease and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage.

c. In lieu of carrying hull insurance, Lessee covenants and agrees that he will not hold the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored hangars, aprons, field, or any other location at the airport; and Lessee agrees the plane and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

d. Comprehensive general liability insurance insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Such insurance shall be in the amount of not less than One Million (1,000,000.00) per occurrence for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand (\$100,000.00) per person. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors, contractual liability (covering the indemnity included in this lease agreement), and shall name Lessor as an additionally insured party.

e. Lessee shall also provide all risk property coverage at full replacement value. Lessor shall be furnished with a copy of a certificate of insurance. The insurance policies also showing endorsements requiring thirty (30) days' written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

f. 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 for insured loss occurring to the real property owned by City of Owatonna and personal property owned by the Lessee all while located at the leased premises.

Any policy issued to the City of Owatonna providing duplicate or similar coverage shall be deemed excess over Tenant's policies. Tenant waives any subrogation rights against the City of Owatonna on all claims and insurance policies.

Tenant shall not use or permit the Premises to be used in any manner that would void Tenant's or the City of Owatonna's insurance or increase the insurance risk. Tenant shall comply with all requirements imposed by the insurers for the City of Owatonna and Tenant.

12. Indemnification. Lessee agrees to defend, indemnify, and hold harmless, the City, its officers, employees, agents, subcontractors, and its Airport Commissioners, from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or related to the use and occupancy of the leased premises but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of Lessee, Lessee's employees, agents or subcontractors or anyone directly or indirectly employed or hired by Lessee or anyone for whose acts Lessee may be liable. Lessee further agrees that the contents and airplanes stored in Lessee's hanger or other location at the Airport are stored at Lessee's risk.

The provisions of this section shall survive expiration or earlier termination of this lease. The furnishing of the required insurance shall not be deemed to limit Tenant's obligations under this Section.

The Tenant shall defend, indemnify and hold the City of Owatonna harmless from any claims or liabilities as a result of Tenant's failure to procure and to keep in force the insurance required in the Lease.

13. Ground Control; Air Traffic. Lessee shall comply with all rules, minimum standards, and field regulations with respect to control of ground and air traffic and use of the airport as established by City from time to time and Lessee shall abide by all rules, regulations, and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations and use of the leased premises.

14. Condemnation. City may exercise the right of eminent domain with respect to the leased premises. Lessee further agrees that if the leased premises shall be taken for any street or other public use, or shall during the continuance of this Lease be destroyed by the action of the public authorities, then this Lease and the term demised shall thereupon terminate.

15. Commitments to Federal or State Agencies. Nothing herein shall be construed to prevent the City from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of Federal and State funds on said airport.

16. **Parking of Vehicles.** Lessee may park his/her private automobiles in the building for short periods of time. Auto parking on the apron or grass will not be permitted.

17. **Minimum Standards.** Lessee shall comply with the Owatonna Degner Regional Airport Minimum Standards now existing or as hereafter amended or adopted by the City of Owatonna.

18. **Termination of Lease; Removal of Hangar.** At the termination of this Lease, (and provided a new Lease has not been entered into between the parties under paragraph 3), if the Lessee shall have paid all taxes, assessments and rents by him payable under this Lease, and shall have kept and performed all terms and conditions of this Lease on his part to be kept and performed, the Lessee shall have the privilege of removing from the leased premises all buildings or property thereon belonging to said Lessee and shall restore said premises to as good condition as they were in when they were entered into upon by the Lessee, reasonable wear and tear excepted, provided the Lessee shall do so within six (6) months after the termination of this Lease. If said buildings and property are not so removed within the said six (6) month period, the Lessee hereby conveys the same absolutely to the City and the title thereto upon the expiration of said six (6) month period shall vest in the City without further act or conveyance. In any event, at the City's sole discretion the Lessee shall remove from the leased premises all buildings or property thereon belonging to said Lessee and shall restore said premises to ground elevation including turf establishment as directed by City if in the sole discretion of the City the building is depreciated to the point of removal.

19. **Default by Lessee.** Any of the following shall constitute a default by Lessee:

- a. Lessee fails to pay money owed to City under this Lease when due, and such failure continues for ten (10) days after written notice from City to Lessee.
- b. Lessee uses the premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from City to Lessee.
- c. Lessee fails to allow an inspection in accordance with the terms and conditions of this Lease and such default continues for ten (10) days following written notice from City to Lessee.
- d. Lessee sells, assigns, subleases, transfers, or mortgages this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Lessee.
- e. Lessee fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this Lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Lessee.

- f. Lessee vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to Lessee.
- g. Lessee fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this Lease within thirty (30) days following written notice from City to Lessee that any such lien or encumbrance is filed against the premises and/or improvements.
- h. Lessee (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate Lessee bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- i. Lessee fails to pay taxes, assessments, fees, or other charges due and such default continues for a period of ten (10) days following written notice from City to Lessee.
- j. Lessee fails to comply with any other term or condition of this Lease and such default continues for more than thirty (30) days after written notice from City to Lessee, or for a longer period of time as may be reasonably necessary to cure the default, but only if (a) Lessee is reasonably capable of curing the default, and (b) is working diligently as determined by City to cure the default.

20. City Remedies. If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- a. City may, without releasing Lessee from its obligations under this Lease, attempt to cure the default. City may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of Lessee or a termination of this Lease.
- b. Terminate this Lease upon written notice to Lessee and re-enter the premises as of its former estate, and Lessee covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term.
- c. Exercise all other rights and remedies, legal and equitable, including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.
- d. Cumulative Default. Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide Lessee with notice and opportunity to cure two (2) cumulative

defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) Lessee's failure to pay money due under this Lease; (ii) Lessee's failure to comply with the use of premises section of this Lease; and (iii) any violation of the terms and conditions of this Lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide Lessee with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this Lease.

e. **Requirements of the United States.** This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of City or the United States pursuant thereto.

f. **Default of Other Agreements.** A default by Lessee of any other agreement between Lessee and City shall constitute a default of this Lease. Notice of a default in another agreement shall be deemed notice of default under this Lease.

21. Termination Provisions. Should the Lessee default in the performance of any terms, conditions or covenants of this Lease not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the Lessee with written notice, the City may terminate this Lease. This may be done without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Lease by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

22. Default by Lessor. Any of the following should constitute a default under this lease by Lessor.

a. Lessor fails to lease the premises above described or breaches its covenant of quiet possession of the premises by which Lessee is denied use of the leased premises without fault of Lessee.

b. Lessor fails to perform any material obligation herein provided that Lessee promptly notifies Lessor in writing of any defaults not by its nature necessarily known to Lessor. Lessor shall not be in default under this Agreement unless Lessor fails to perform its

obligation within 30 days after notice by Lessee specifying where Lessor has failed to perform; provided that if the nature of Lessor's obligation is such that more than 30 days are required to perform the obligation, Lessor shall not be in default if Lessor commences performance within 30 days of Lessee's notice and thereafter pursues performance with due diligence. If there are repairs or other obligations of Lessor to perform and Lessor fails to complete the same within a commercially reasonable time Lessee may choose to elect to perform the repairs and bill the costs of such repair to Lessor unless the delay is caused by circumstance beyond Lessor's control,

c. If a default by Lessor occurs and the default is not cured within the times provided herein, then Lessee may:

(1) Terminate this lease upon written notice to Lessor

(2) Exercise all other rights and remedies, legal and equitable, and such case made in provided.

23. Recovery of costs. In the event of any default by either Lessor or Lessee, the non-defaulting party may recover its costs incurred in any legal proceeding relating to such default from the defaulting party, provided, however, that neither party shall be entitled to recover attorneys fees from the party. Any and all legal remedies, actions and proceedings available to either party shall be cumulative.

24. General Provisions.

Waiver. The waiver by City or Lessee of any breach of any term of this Lease shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Lease.

Entire Agreement; Amendments. This Lease represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Lease may only be amended or modified if done in writing and executed by all parties to this Lease.

Choice of Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Lease shall be heard in Steele County District Court, and all parties to this Lease waive any objection to the jurisdiction of the district court, whether based on convenience or otherwise.

Commitments to Federal and State Agencies. Nothing in this Lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

Relationship of Parties. Nothing contained in this Lease shall be deemed to create a partnership, association or joint venture between City and Lessee, or to create any other relationship between the parties other than that of City and Lessee.

Multiple Parties. If more than one person or entity is named as the Lessee, the obligations of the Lessee shall be the joint and several responsibilities of all persons or entities named as lessee.

Consent and Approvals. Whenever in this Lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Owatonna City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

Notice. Any notice required under this Lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Owatonna
 3400 West Frontage Road
 Owatonna, MN 55060

If to the Lessee: Terry Barta
 P.O. Box 161
 Faribault, MN 55021

Notice is deemed given (i) two (2) business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective from the day and year first above written.

CITY OF OWATONNA, A MUNICIPAL CORPORATION, CITY

By: _____
Thomas A. Kuntz, Mayor

AND

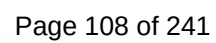
By: _____
Kris M. Busse, City Administrator

LESSEE, Terry Barta

By: Terry Barta
Lessee

Date: 4/25/2023

Airport Building Layout





Community Development Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Renew License Agreement - Bird Rides, Inc.

Purpose:

Council approval to renew license agreement with Bird Rides, Inc.

Background:

Bird Rides, Inc provided scooters within the community for the first time last year. There were a number of tweaks made to the operations of the scooters within the community to accommodate community wishes. Bird Rides, Inc. was very accommodating to those requests and was in constant contact with city staff. This year they have upgraded the scooters with a rechargeable battery and they are adding more as well. Last year they had 75 scooters and this year they are going with 100 scooters.

Bird is proposing to add an addendum to our original license agreement. The addendum renews the agreement until the end of the year and allows the agreement to renew every 6 months thereafter unless terminated by either party. It also states that the scooters are available 24 hours a day, 7 days a week.

Budget Impact:

The City receives a license fee of \$500 plus \$25 for every scooter. With 100 scooters, the license fee will be \$3,000.

Staff Recommendation:

Staff recommends approval of the renewed license agreement with Bird Rides, Inc.

Attachments:

1. Proposed Extension Amendment with Bird Rides, Inc.
2. 2022 License Agreement with Bird Rides, Inc.

**Extension Amendment to
License Agreement**

This extension amendment (this "Amendment") dated as of April 21, 2023 is entered into by and between Bird Rides, Inc., located at 8605 Santa Monica Blvd, #20388, West Hollywood, CA 90069 ("Company"), and the City of Owatonna, MN ("City"), and amends that certain License Agreement dated as of April 5, 2022, by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through December 2023 and shall automatically renew for successive six-month terms thereafter unless terminated by either party.
2. Hours of Operation. Stand-up electric scooters will be available to rent 24/7.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
4. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

Company:

Bird Rides, Inc.

By: _____

Name:

Title:

City:

Owatonna, MN

By: _____

Name:

Title:

LICENSE AGREEMENT MICROMOBILITY VEHICLE SHARING OPERATIONS

THIS AGREEMENT, made as of the 5th day of April, 2022 by and between the City of Owatonna, Minnesota, a Minnesota municipal corporation (the “City”) and Bird Rides, Inc. (herein called “Licensee”) (collectively, the “Parties”).

RECITALS:

A. The City has adopted an ordinance to facilitate and regulate Micromobility Vehicle Sharing Operations from the City’s Right-of-Way (the “Ordinance”); and

B. The City controls certain public rights of way and recreational trails located within its municipal boundaries (the “City Right-of-Way”); and

C. The City Right-of-Way contemplated by this Agreement does not cover areas that are not controlled by the City, including but not limited to, all streets, roads, trails, or parkways owned by the State of Minnesota, and private property owners; and

D. Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and

E. Licensee’s vehicles are Micromobility Vehicles as defined by the Ordinance; and

F. Licensee’s operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee’s Fleet within the City, and it is considered a Micromobility Vehicle Sharing Operation under the Ordinance (“Licensee’s Operation”); and

G. Licensee has submitted a written application to the City for a license to implement Licensee’s Operation under the provisions of the Ordinance;

H. Licensee’s license application is incorporated and incorporated herein by reference (“Licensee’s Application”); and

I. Allowing Micromobility Vehicle sharing operations provides an alternative mode of transportation which may encourage efficient use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

J. The City must balance the benefits of Micromobility Vehicle sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

K. This Agreement states the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

The following definitions shall apply to this Agreement unless the context clearly indicates or requires a different meaning.

1. DEFINITIONS

- a. **Fleet Vehicle** means a Micromobility Vehicle that is used by Licensee as part of Licensee's Micromobility Sharing Operation.
- b. **Furnishing Zone** means the section of the sidewalk between the curb and the Sidewalk Clear Zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.
- c. **Licensee's Fleet** means all Micromobility Vehicles under Licensee's control that are intended or equipped for shared use by paying consumers from the City's Right-of-Way.
- d. **Micromobility Vehicle** has the meaning given to it in Owatonna City Code, § 121.01.
- e. **Micromobility Sharing Operation** has the meaning given to it in Owatonna City Code, § 121.01.
- f. **Right-of-Way** for purposes of this Agreement, means a public street, alley, or highway, bicycle lanes of the Owatonna City Code, the Furnishing Zone, and such City-owned bicycle paths or recreational trails as the City specifically designates. It does not include sidewalks.
- g. **Sidewalk Clear Zone** means the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

2. USE OF CITY RIGHT-OF-WAY

- a. Authorization. In accordance with Owatonna City Code, § 121.02, the City hereby grants a revocable, non-exclusive license to Licensee to authorize Licensee's Operation within the City Right-of-Way during the term of this Agreement, subject to all of the terms and conditions set forth herein and in Code §§ 121.01-121.09.

This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the City Right-of-Way or other City property.

- b. Additional Uses. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contactors the ability to exclude, or prohibit others from using, the City Right-of-Way. Licensee further understands and agrees that the City holds its interest in the City Right-of-Way in trust for the public, and that the City's uses, needs, and obligations shall at all times supersede Licensee's privileges under this Agreement.
- c. Hours of Operation. Stand-up electric scooters will be available to rent from 4:00 a.m. to midnight (C.S.T.).

3. TERM

The term of this Agreement shall be for the period commencing on from the date of approval (on April ___, 2022 and expiring on December 31, 2022, unless terminated earlier as provided herein. Thereafter, if renewed to term shall be one (1) year from January 1, 2023 to December 31, 2023. The License set forth in this Agreement may be revoked or terminated at any time, for any reason, in the sole discretion of the City upon twenty-four (24) hours written notice by the City to Licensee. In the event of early termination or revocation, Licensee will be granted a reasonable period of time in which to collect and remove Licensee's Micromobility Vehicles, and any other facilities owned by Licensee, and to restore the City Right-of-Way in accordance with Section 6.d. below. The provisions of Section 6.i. herein shall survive revocation or termination of this Agreement.

4. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement the Licensee's Operation according to the following terms and conditions:

- a. Authorized Representative. Licensee will appoint a local Authorized Representative to oversee the Licensee's business and discharge the duties and responsibilities of the Licensee required under the License Agreement and City Ordinance §§ 121.01-121.09. Licensee will provide City the Authorized Representative's name, cell phone number, landline number, email address, and mailing address for the Licensee's operations and also emergency after hours contact information.
- b. Fleet size and type
 1. Licensee shall provide a minimum of 50 vehicles at the commencement of operations and deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors. The City may require Licensee to decrease the number of Micromobility Vehicles in its Fleet at any time.
 2. A maximum total of 200 Micromobility Vehicles will be authorized by the City under the Ordinance among all licensees. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
 3. Notwithstanding subparagraph a.1. and a.2. above, the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. If such reduction is related to noncompliance issues governed by this Agreement, then an equivalent reduction may not be applied to separately licensed third parties.
 4. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice under Section 6.0. herein. Such increases or decreases shall not require an amendment to this Agreement.
 5. Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand and is consistent with the parking requirements of Section 4.c. herein. Licensee shall not deploy Micromobility Vehicles at inappropriate densities and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements.
- c. Fleet Scooter equipment, maintenance, and safety requirements

1. A Micromobility Operator shall not lease, rent, or otherwise make available a micromobility to any person who is (a) under 18 years of age or (b) who does not have a valid Driver's License.
2. Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet.
3. Licensee's Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statute 169.225.
4. Licensee's Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating. Licensee will provide the City with a copy of such certification before commencement of operations.
5. Licensee's Fleet shall have a unique identifier clearly displayed on each device in the form of numbers or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee's Fleet.
6. Licensee shall provide a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet.
7. All vehicles in Licensee's Fleet shall be equipped with both: a) a locking mechanism to prevent theft; and b) an operable mechanism to provide real-time location when a device is parked.
8. Licensee shall remain responsible for the maintenance of each vehicle in Licensee's Fleet, including but not limited to technology mechanisms, and locking systems.
9. Each vehicle in Licensee's Fleet must visibly display Licensee's logo or business name on both sides of the vehicle, together with a customer service phone number staffed from at least 7am-10pm on days Licensee's Fleet is in service on City Right-of-Way. Licensee's customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns.
10. Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.
11. Licensee agrees that it will maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the City.
12. Licensee's website and mobile application must be fully accessible to persons with disabilities and accessible to screen readers, and all aspects of Licensee's Operation must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.
13. Licensee agrees that it will provide all users of Licensee's Fleet with a summary of instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Minnesota State Statute 169.225 entitled MOTORIZED FOOT SCOOTER, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.
14. Licensee will keep and maintain a comprehensive and complete record of all Micromobility

Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

15. If the City determines, in its sole discretion, that any of Licensee's users have failed to comply with applicable laws governing the safe operation or parking of Licensee's vehicles, including but not limited to, breach of any current or future laws governing driver's license requirements, the use of helmets, operation on sidewalks, or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, such determination shall be grounds for termination of this Agreement.
- d. Fleet Scooter Parking. All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:
1. Fleet Vehicles must be parked upright and stabilized when not in use.
 2. Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.
 3. Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:
 - A. Pedestrian ramps
 - B. Building/property entrances
 - C. Driveways
 - D. Loading zones
 - E. Disability parking and transfer zones
 - F. Transit stops
 - G. Crosswalks
 - H. Parklets
 - I. Street/sidewalk cafes
 - J. Other street furnishings (benches, parking meters, etc.)
 - K. Underground utility, sewer, or water facilities
 - L. Sidewalk Clear Zones
 4. Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.
 5. The City reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.
 6. Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.
 7. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.
 8. The City in, its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee will comply with all such requests within 24 hours of receiving notice from the City.

e. Fleet Vehicle Parking Complaints/Enforcement

1. Licensee must provide the City with an up-to-date, direct, local contact person including the person's name, cell phone number, landline number, email, and mailing address for Licensee's Operation, as well as an emergency, after-hours contact information.
2. Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's Authorized Representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles. Licensee alone will be fully responsible for re-parking or relocating Fleet Scooters where a complaint has been received by the City or Licensee, or where Fleet Scooters are otherwise found to be in violation of parking rules stated herein.
3. Licensee shall be solely responsible for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances. When doing so will not unduly burden the complaining third party, the City will refer such complaints to Licensee, and Licensee or Licensee's Authorized Representative will be provided a limited opportunity to remedy the complaint without further City involvement.
4. Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.
5. Licensee will promptly respond to complaints of unauthorized Fleet Vehicles dumped or left unattended on private property or public property not authorized by the City.
6. Notwithstanding anything to the contrary herein, if the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by delay in responding to any complaint, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of Licensee's complaints or violations, or other related costs that are not otherwise recovered with the City's collection of an impoundment release charge, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.
7. The City may impound any Fleet Vehicle parked in the same location without movement for more than 48 hours or sooner if parked in violation of this agreement or of the City Ordinance Code.
8. A per occurrence impoundment fee will be applied to any and all vehicles owned or controlled by Licensee as follows:
 - A. Initial impoundment fee of \$56.00 per vehicle
 - B. If not paid for and retrieved by Licensee within 24 hours of impoundment, an \$18.00 storage fee per vehicle, per day shall be added to the initial impoundment fee.
9. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.
10. Licensee expressly understands that the City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without

prior notice to Licensee.

11. Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

f. Data Privacy and Protection

1. Licensee's Operation shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
2. Before starting operations with the City, Licensee shall submit a privacy policy to the City with and as part of Licensee's Application ("Licensee's Privacy Policy"). Licensee's Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.
3. Licensee may not make the personal data of customers available to any third-party advertiser or other private entity. This provision includes but is not limited to any of Licensee's affiliates, owners, or subsidiaries.
4. Licensee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy.
5. Licensee's Privacy Policy must operate to safeguard Licensee's customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Licensee agrees to make all policies, procedures and practices regarding Licensee's data security practices available to the City, upon request.
6. Licensee must provide its customers with an opportunity to expressly assent to Licensee's Privacy Policy, terms of service, and user agreements when renting or transacting for use of any or all of Licensee's Fleet. Licensee agrees to provide its customers with the ability or option to decline the sharing of any data that is not otherwise required to complete the payment transaction. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction.
7. Licensee agrees that it will not collect or sort personal or individual data related to race, gender, religion, national origin, age, or sexual orientation.
8. Any and all current or future customer data sharing agreements must be disclosed and provided to the City. Licensee must further notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Licensee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

g. Data Collection/Sharing

1. Licensee shall keep a record of maintenance activities, including but not limited to Fleet Vehicle identification number and maintenance performed. Licensee will provide a complete copy of the same to the City upon request.
2. Licensee shall provide reports to the City containing, at a minimum, the performance, utilization and service metrics indicated in Exhibit A. Licensee shall provide such reports at least quarterly and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
3. Licensee shall keep a complete record of all calls and emails received through its customer

service hotline and contact email including telephone wait times, email response times, and the nature of each customer inquiry. Licensee will provide a complete copy of the same to the City upon request.

4. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision to the contrary, this section (e) shall be deemed to include personally identifiable customer data.

5. PAYMENT TERMS AND CONDITIONS

Licensee shall receive no compensation from the City under this Agreement. Licensee shall pay the City an annual flat charge of \$500 + \$25 per vehicle to offset the City's administrative costs related to implementation and oversight of this License Agreement. The license fee for the initial year may be paid on a pro rata basis to December 31, 2022.

6. REPRESENTATIONS AND GENERAL CONDITIONS

- a. Ownership and Condition of Right-of-Way. This Agreement shall not be construed to transfer ownership or control of the City's Right-of-Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City Right-of-Way, or its suitability for use by Licensee, its contractors or customers.
- b. Delegation of Police Power. This Agreement does not delegate or otherwise transfer the City's police power to regulate Micromobility Vehicles, Licensee's Operation, or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and public compliance issues, shall remain within the City's sole discretion.
- c. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the police power of the City to adopt, amend, and enforce ordinances, resolutions, and policies designed to promote the safety and welfare of the public.
- d. Removal upon order. Licensee shall remove at once any or all Fleet Vehicles or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City Right-of-Way to its original condition, and the City shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the City Right-of-Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee's cost and initiate a claim against Licensee.
- e. Non-Discrimination. Licensee shall not:

1. In the hiring of labor or employees for the performance of any work under this Agreement, by reason of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability discriminate against any person who is qualified and available to perform the work;
 2. In any manner, discriminate against, intimidate, or prevent the employment of any person identified in clause (a) of this section, or on being hired, prevent or conspire to prevent, the person from the performance of any work under this Agreement on account of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability; or
 3. Intentionally refuse to do business with, refuse to contract with, or discriminate in the basic terms, conditions, or performance of any agreement related to the work to be performed under this Agreement because of a person's race, creed, color, national origin, sex, gender identity, sexual orientation, or disability, unless the alleged refusal is because of a legitimate business purpose.
- f. **Insurance.** Before commencement of business, Licensee shall provide the City with certifications of insurance evidencing the coverages required in this section naming the City as an Additional Insured on both the CGL and Auto Liability Coverages. Licensee shall secure and maintain insurance issued by insurance companies licensed to do business in Minnesota with an A.M. Best financial rating of A or better. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of this Agreement. Licensee and any sub-contractors carrying out work related to this Agreement shall secure and maintain the following insurance:
1. Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
 2. Commercial General Liability insurance with limits of at least \$2,000,000 per occurrence, \$2,000,000 products-completed operations, \$2,000,000 personal and advertising injury; \$4,000,000 annual aggregate; \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an occurrence basis and shall include contractual liability coverage.
 3. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least \$2,000,000 per occurrence.
 4. Computer Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) intentional, fraudulent or criminal acts of the Contractor, its agents or employees; and 2) breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a claims-made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

The City shall be named as an "Additional Insured" under both the CGL and Auto Liability Coverages.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of Licensee. Any policy deductibles or retention shall be the responsibility of Licensee. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect Licensee's interest or provide adequate coverage. Each policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless 30 days written notice has been given to the City. Each policy shall be endorsed with a waiver of subrogation in favor of the City and shall be primary, non-contributory to any insurance available to the City. Any insurance available in excess of the minimum limits required herein shall be available to the City.

- g. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents from and against all claims, actions, damages, losses, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from any intentional or negligent acts, errors or omission or willful conduct of Licensee, its officers, employees, agents, or employees of Licensee's subcontractors, in the performance of the operation, work, or services provided by or under this License Agreement, or by reason of the failure of Licensee to fully perform, in any respect, any of its obligations under this License Agreement.
- h. Limitation of Liability. The City assumes no liability for loss or damage to Licensee's Fleet Vehicles or other property or for damages to any third-party or the property of another arising out of or in any way relating to or resulting from Licensee's operations. The City shall not be responsible for providing security for Licensee's Fleet Vehicles and Licensee hereby waives any claim against the City in the event Licensee's Fleet Vehicles or other property are lost or damaged.
- i. Maintenance and Care of Property. Licensee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Licensee's Operation. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee shall pay the City's reasonable costs in making such repairs, replacements or restorations.
- j. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the City.
- k. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Licensee under this Agreement shall be considered employees or sub-contractors of the Licensee only and not of the

City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Licensee.

- l. Data Practices. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this License Agreement. The City agrees to promptly respond to inquiries from Licensee concerning data requests. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee's unlawful disclosure or use of data protected under state and federal laws.
- m. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to the City or its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- n. Ownership of Materials/Intellectual Property. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials furnished by the City in connection with this Agreement shall be the property of the City. The City may use, extend, or enlarge any document produced by the City under this Agreement without the consent, permission of, or further compensation to Licensee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

- o. Contacts. All Noes and other communications required or provided for in this Agreement for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement shall be in writing and delivered by U.S. mail, facsimilia transmission or e-mail:

For the City: Kris Busse
City Administrator
540 West Hills Circle
Owatonna, MN 55060
507-774-7340
Email: Kris.Busse@ci.owatonna.mn.us

For Licensee: Bird Rides, Inc.

By: _____
Address: _____
Phone: _____
Email: _____

- p. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.
- q. Interpretation of Agreement. In interpretation of this Agreement, the language of the Agreement and City Ordinance Code Ch. 121 shall prevail, followed by the language of Licensee's Application.
- r. Venue and Forum. The laws of the State of Minnesota shall govern the interpretation and enforcement of this Agreement and any actions arising out of or relating to this Agreement shall be brought in Steele County District Court in the State of Minnesota.
- s. No Joint Venture. Nothing herein shall be in any way construed as expressing or implying that Licensee and the City have joined together in any joint venture or are in any manner agreeing to or contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

BIRD RIDES, INC.

By: Austin Marshburn

Its: Head of City & University Partnerships

CITY OF OWATONNA

By: Thomas A. Kuntz
Thomas A. Kuntz
Its Mayor

Its: Kris M. Busse
Kris M. Busse
Its City Administrator

Exhibit A: Reporting Requirements

The following performance indicators shall be reported to the City at the indicated frequency.

Performance Indicator	Description	Measurement Tool	Reporting Frequency
App & customer service support portal	Reservation system fully operational	Uptime reporting	quarterly
Vehicle distribution	Maps identifying trends in peak vehicle distribution	Maps showing aggregate usage patterns	quarterly
Vehicles in service	Vehicles in service	Daily uptime reports	quarterly
Report-responsive	Response time to incident reports	Log showing length of time between reported incident and Licensee response	quarterly



Finance Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Amendment 2 - Software Services Agreement - OpenGov, Inc.

Purpose:

OpenGov - change order.

Background:

The City entered into a contract with OpenGov in October 2021. This contract runs through December 31, 2025. Implementation of all aspects of the program is nearing completion.

When the contract was originally approved, the number of users we would need for the asset management component, Cartegraph, was estimated. It is to the benefit of the City to change the contract to unlimited users so that Cartegraph utilization will be maximized.

Budget Impact:

The total increase to go to unlimited will be an additional \$3,800. In anticipation of increasing users, the 2023 budget was increased to \$3,400. The departments impacted will adjust their spending to accommodate this increase.

Staff Recommendation:

Staff would recommend approval of this change order.

Attachments:

1. Amendment 2 - OpenGov Software Services Agreement

Amendment 2 to the OpenGov Software Services Agreement with the City of Owatonna, MN

This Amendment 2 (“**Amendment 2**”) is effective as of April 4, 2023 (“**Amendment 1 Effective Date**”) and is made to amend that OpenGov Software Services Agreement by and between OpenGov, Inc. (“**OpenGov**”) and the City of Owatonna, MN (“**Customer**”) dated October 1, 2022, as amended (“**Agreement**”).

1. Definitions. Capitalized words and terms used but not defined in this Amendment 2, shall have the meanings ascribed to them in the Agreement..

2. Amendments. The Agreement is hereby amended as follows:

A. **Order Form:** Delete the following fee schedule(s):

Fee Schedule 1: (10/1/2021 - 12/31/2025)

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement • Cartegraph - OMS Premium (30 Named Users), SeeClickFix by Civic Plus (20 Names users)	10/1/2021	12/31/2021	Prorated	\$33,490.75
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement • Cartegraph - OMS Premium (30 Named Users), SeeClickFix by Civic Plus (20 Names users)	1/1/2022	12/31/2022	1	\$134,930.50
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement • Cartegraph - OMS Premium (30 Named Users), SeeClickFix by Civic Plus (20 Names users)	1/1/2023	12/31/2023	1	\$135,927.03
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement • Cartegraph - OMS Premium (30 Named Users), SeeClickFix by Civic Plus (20 Names users)	1/1/2024	12/31/2024	1	\$136,953.45
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement • Cartegraph - OMS Premium (30 Named Users), SeeClickFix by Civic Plus (20 Names users)	1/1/2025	12/31/2025	1	\$138,010.66

Annual Subscription: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW.
Professional Services Milestone 1: \$91,889.00	
Professional Services Milestone 2: \$91,889.00	
Professional Services Milestone 3: \$91,889.00	
Professional Services Total: \$275,667.00	

Software Billing Table:**Customer Billing/Service Periods**

Period 1 — October 1, 2021 - December 31, 2021: \$33,490.75

Milestone 1 — \$91,889.00 Due upon completion as defined in the SOW

Milestone 2 — \$91,889.00 Due upon completion as defined in the SOW

Milestone 3 — \$91,889.00 Due upon completion as defined in the SOW

Period 2 — January 1, 2022 - December 31, 2022: \$134,930.50

Period 3 — January 1, 2023 - December 31, 2023: \$135,927.03

Period 4 — January 1, 2024 - December 31, 2024: \$136,953.45

Period 5 — January 1, 2025 - December 31, 2025: \$138,010.66

Amendment 1 Fee Schedule 2: (10/1/2022 - 12/31/2025)Term 01 - 10/1/2022 - 12/31/2022 -
Subscription

No.	Product	Code	Quantity	Price
1	Signal Domain	DOM006	1	USD 383.99
2	Parks & Recreation Domain	DOM004	1	USD 0.00
Term 01 - 10/1/2022 - 12/31/2022 - Subscription TOTAL:				USD 383.99

Term 01 - 10/1/2022 - 9/30/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Implementation Services- Signal Domain	CGPFSV	1	USD 3,600.00
2	Implementation Services Implementation Services- Parks & Rec Domain	CGPFSV	1	USD 0.00
3	Expense Reimbursement	LCG038	1	USD 4,800.00
Term 01 - 10/1/2022 - 9/30/2023 - Services TOTAL:				USD 8,400.00

Term 02 - 1/1/2023 - 12/31/2023 -
Subscription

No.	Product	Code	Quantity	Price
1	Signal Domain	DOM006	1	USD 1,582.02
2	Parks & Recreation Domain	DOM004	1	USD 0.00
Term 02 - 1/1/2023 - 12/31/2023 - Subscription TOTAL:				USD 1,582.02

Term 03 - 1/1/2024 - 12/31/2024 -
Subscription

No.	Product	Code	Quantity	Price
1	Signal Domain	DOM006	1	USD 1,629.48
2	Parks & Recreation Domain	DOM004	1	USD 0.00
Term 03 - 1/1/2024 - 12/31/2024 - Subscription TOTAL:				USD 1,629.48

Term 04 - 1/1/2025 - 12/31/2025 -
Subscription

No.	Product	Code	Quantity	Price
1	Signal Domain	DOM006	1	USD 1,678.36
No.	Product	Code	Quantity	Price
2	Parks & Recreation Domain	DOM004	1	USD 0.00
Term 04 - 1/1/2025 - 12/31/2025 - Subscription TOTAL:				USD 1,678.36

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 8,783.99
Total Term 2	USD 1,682.02
Total Term 3	USD 1,629.48
Total Term 4	USD 1,678.36

and replace it with the following table:

Product	Start Date	End Date	Annual Fee
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement Cartegraph - OMS Premium (30 Names Users), SeeClickFix by CivicPlus (20 Named Users)	10/1/2021	12/31/2021	\$33,490.75
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement Cartegraph - OMS Premium (30 Names Users), SeeClickFix by CivicPlus (20 Named Users)	1/1/2022	12/31/2022	\$134,930.50
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement Cartegraph - OMS Premium (30 Names Users), SeeClickFix by CivicPlus (20 Named Users)	1/1/2023	12/31/2023	\$135,927.03
Cartegraph Asset Management (Unlimited Users) Parks & Recreation Domain, Signal Domain, Facilities Domain, Wastewater Collection Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Domain, SCF City 20,000-29,999 (includes 20 SCF users)	4/1/2023	12/31/2023	\$32,383.56
Credit for prepaid unused Cartegraph OMS services	4/1/2023	12/31/2023	(\$26,983.56)
Cartegraph Asset Management (Unlimited Users) Parks & Recreation Domain, Signal Domain, Facilities Domain, Wastewater Collection Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Domain, SCF City 20,000-29,999 (includes 20 SCF users)	1/1/2024	12/31/2024	\$44,563.42

OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement	1/1/2024	12/31/2024	\$101,713.00
Cartegraph Asset Management (Unlimited Users) Parks & Recreation Domain, Signal Domain, Facilities Domain, Wastewater Collection Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Domain, SCF City 20,000-29,999 (includes 20 SCF users)	1/1/2025	12/31/2025	\$45,990.32
OpenGov ERP Cloud Bundle - Core Financials, Budgeting & Planning, Reporting & Transparency, Permitting Licensing & Code Enforcement - 5 Service Areas, Premium Support - Platinum, OpenGov Procurement	1/1/2025	12/31/2025	\$101,713.00
Professional Services Milestone 1	Due Upon Completion		\$91,889.00
Professional Services Milestone 2	Due Upon Completion		\$91,889.00
Professional Services Milestone 3	Due Upon Completion		\$91,889.00
Implementation Services - Signal Domain	10/1/2022	9/30/2023	\$3,600.00
Implementation Services - Parks & Rec Domain	10/1/2022	9/30/2023	\$0.00

Billing Frequency Annual — See Table Below

Billing Date	Original Agreement	Amendment 1	Amendment 2 Consolidated
October 1, 2021	\$33,490.75*		\$33,490.75*
January 1, 2022	\$134,930.50*		\$134,930.50*
October 1, 2022		\$383.99*	\$383.99*
January 1, 2023	\$135,927.03*	\$1,582.02*	\$137,509.05*
April 1, 2023			\$32,383.56
January 1, 2024	\$146,276.42	\$1,629.48	\$147,905.90
January 1, 2025	\$147,703.32	\$1,678.36	\$149,381.68
Milestone 1	\$91,889.00		\$91,889.00
Milestone 2	\$91,889.00		\$91,889.00
Milestone 3	\$91,889.00		\$91,889.00
Implementation Services - Signal Domain		\$3,600.00*	\$3,600.00*
Implementation Services - Parks & Rec Domain		\$0.00*	\$0.00*
Expense Reimbursement		\$4,800.00	\$4,800.00

**Customer has previously paid for all periods prior to April 1, 2023*

3. Legal Effect. The modifications set forth in this Amendment 2 are effective as of the Amendment 2 Effective Date. Except as expressly amended or modified by this Amendment 2 all other terms of the Agreement shall remain unchanged and in full force in effect.

4. Conflict. In the event of any conflict between the main body of the Agreement and this Amendment 2, this Amendment 2 will control.

5. Counterparts. This Amendment 2 may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Customer: City of Owatonna, MN

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

RECAP:

\$	29,160.70	Bosch Automotive Service - TIF 3-14
	33,171.10	Ebert Companies - Council Chambers Renov Est 1 & 2
	315,513.00	Lenco Industries Inc - SCDIU Bearcat vehicle
	49,772.48	Motorola Solutions Inc - 8 portable radios, accessories, 3 yr service OFD
	162,076.57	Nero Engineering - March WWTF Expansion / Sewer study Nov-March
	25,610.61	Z Systems Inc - Council Chambers Cablecast OmniChannel video server
	<u>208,563.16</u>	OTHER EXPENDITURES
\$	<u><u>823,867.62</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
372864	04/25/23	AGATI INC	3,610.56	0	Regular
372865	04/25/23	ALEXANDER LUMBER COMPANY	595.83	0	Regular
372866	04/25/23	AMERICAN ASSN AIRPORT EXECS	275.00	0	Regular
372867	04/25/23	AMERICAN PUBLIC WORKS ASSN	955.00	0	Regular
372868	04/25/23	APG MEDIA OF SO MINNESOTA LLC	472.87	0	Regular
372869	04/25/23	ARAMARK UNIFORM SERVICES INC	212.37	0	Regular
372870	04/25/23	ARNOLD'S OF MANKATO INC	281.83	0	Regular
372871	04/25/23	ARROW ACE HARDWARE	555.95	0	Regular
372872	04/25/23	AT&T	300.00	0	Regular
372873	04/25/23	AVFUEL CORPORATION	19,330.99	0	Regular
372874	04/25/23	BAKER & TAYLOR BOOKS	1,350.75	0	Regular
372875	04/25/23	BLACKSTONE PUBLISHING	150.98	0	Regular
372876	04/25/23	BOSCH AUTOMOTIVE SERVICE SOLUT	29,160.70	0	Regular
372877	04/25/23	BUILDING SYSTEMS HOLDINGS LLC	3,000.00	R	ACH
372878	04/25/23	CANADIAN PACIFIC RAILWAY CO	635.00	0	Regular
372879	04/25/23	CARQUEST	744.04	0	Regular
372880	04/25/23	CCP INDUSTRIES INC	320.42	0	Regular
372881	04/25/23	CDW GOVERNMENT INC	563.80	0	Regular
372882	04/25/23	CEMSTONE PRODUCTS CO	40.84	0	Regular
372883	04/25/23	CENTRAL FARM SERVICE	5,097.97	0	Regular
372884	04/25/23	CHARTER COMMUNICATIONS	1,684.90	0	Regular
372885	04/25/23	CITY OF SAINT PAUL	750.00	0	Regular
372886	04/25/23	CITY OF WASECA	62.93	0	Regular
372887	04/25/23	CLIFTONLARSONALLEN LLP	5,725.00	0	Regular
372888	04/25/23	COL MARKETING	960.00	0	Regular
372889	04/25/23	CONFLUENCE OUTDOOR	5,910.00	0	Regular
372890	04/25/23	COURT SPORTS & MORE	2,440.00	0	Regular
372891	04/25/23	CURT'S TRUCK & DIESEL SERVICE	247.92	R	ACH
372892	04/25/23	DLL FINANCE LLC	4,438.80	0	Regular
372893	04/25/23	EARL F ANDERSEN & ASSOC	4,497.90	0	Regular
372894	04/25/23	EBERT COMPANIES	33,171.10	0	Regular
372895	04/25/23	FARIBAULT CO SHERIFF'S OFFICE	6,258.96	0	Regular
372896	04/25/23	FASTENAL COMPANY	183.67	0	Regular
372897	04/25/23	FIRST SUPPLY OWATONNA	821.10	0	Regular
372898	04/25/23	FLAHERTY & HOOD PA	3,902.50	0	Regular
372899	04/25/23	FLOW MEASUREMENT AND CONTROL	1,352.00	0	Regular
372900	04/25/23	FOAMCRAFT PACKAGING INC	232.40	0	Regular
372901	04/25/23	FOUR SEASONS ELECTRIC	2,018.29	R	ACH
372902	04/25/23	FREEBORN COUNTY ATTORNEY	160.00	0	Regular
372903	04/25/23	GALLS	1,000.00	0	Regular
372904	04/25/23	GENERAL REPAIR SERVICE	871.57	0	Regular
372905	04/25/23	GILLUND ENTERPRISE	418.80	0	Regular
372906	04/25/23	HALI-BRITE INC	175.07	0	Regular
372907	04/25/23	HAWKINS INC	16,202.66	0	Regular

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372908	04/25/23	HD SUPPLY INC	1,686.58	0	Regular
372909	04/25/23	HEIMAN INC	238.48	0	Regular
372910	04/25/23	HILLYARD INC	2,868.24	0	Regular
372911	04/25/23	HUBER SUPPLY CO INC	17.05	0	Regular
372912	04/25/23	IFACS	278.21	0	Regular
372913	04/25/23	INNOVATIVE OFFICE SOLUTIONS	2,644.59	0	Regular
372914	04/25/23	INSTY PRINTS	279.50	0	Regular
372915	04/25/23	IVONNE PRADO	200.00	0	Regular
372916	04/25/23	JASON MARSHALL STAYTON	1,295.00	0	Regular
372917	04/25/23	JONES & BARTLETT LEARNING LLC	842.16	0	Regular
372918	04/25/23	K2 SPORTS	166.91	0	Regular
372919	04/25/23	KENDELL DOORS & HARDWARE INC	150.00	0	Regular
372920	04/25/23	KLEEN-TECH SERVICES LLC	344.72	0	Regular
372921	04/25/23	LAWSON AUTOMOTIVE LLC	1,880.83	0	Regular
372922	04/25/23	LAWSON PRODUCTS	1,343.59	0	Regular
372923	04/25/23	LEGACY SIGNS INC	37.00	0	Regular
372924	04/25/23	MALO ROOFING	385.00	0	Regular
372925	04/25/23	MANKE'S OUTDOOR EQUIP & APPL	84.41	0	Regular
372926	04/25/23	MARCO TECHNOLOGIES LLC	617.73	0	Regular
372927	04/25/23	METRO SALES INC	72.97	0	Regular
372928	04/25/23	METRONET	1,312.51	0	Regular
372929	04/25/23	MIKE'S REPAIR	358.50	0	Regular
372930	04/25/23	MINER'S OUTDOOR & RECREATION	725.90	0	Regular
372931	04/25/23	MINNESOTA SECURITY CONSORTIUM	3,130.70	0	Regular
372932	04/25/23	MN COUNCIL OF AIRPORTS	150.00	0	Regular
372933	04/25/23	MN LAW ENFORCE EXPLORER ASSN	8,220.00	0	Regular
372934	04/25/23	MN RECREATION & PARK ASSN	135.00	0	Regular
372935	04/25/23	MONSIDO LLC	1,000.00	R	ACH
372936	04/25/23	MOTOROLA SOLUTIONS INC	49,772.48	R	ACH
372937	04/25/23	NAPA AUTO PARTS	1,053.98	0	Regular
372938	04/25/23	NERO ENGINEERING	162,076.57	0	Regular
372939	04/25/23	OFFICE OF MNIT SERVICES	420.00	0	Regular
372940	04/25/23	OWATONNA HEATING & COOLING INC	110.00	0	Regular
372941	04/25/23	OWATONNA MOTOR COMPANY	295.18	0	Regular
372942	04/25/23	OWATONNA PUB SCHOOLS ISD 761	2,782.50	0	Regular
372943	04/25/23	OWATONNA RENT N SAVE	421.78	0	Regular
372944	04/25/23	PAAPE COMPANIES INC	960.03	0	Regular
372945	04/25/23	PERMITWORKS LLC	1,595.00	0	Regular
372946	04/25/23	PHONE STATION INC	10,500.00	0	Regular
372947	04/25/23	PLAZA MORENA CAMPESTRE GRILL	250.00	0	Regular
372948	04/25/23	RECON POWER BIKES	9,684.00	0	Regular
372949	04/25/23	REGION 15 - MSFDA	50.00	0	Regular
372950	04/25/23	REINDERS INC	9,291.83	0	Regular
372951	04/25/23	RICE STEELE 911 CENTER	332.50	0	Regular
372952	04/25/23	ROCON INCORPORATED	50.00	0	Regular

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372953	04/25/23	SELCO	2,868.69	0	Regular
372954	04/25/23	SENIORPLACE INC	429.00	0	Regular
372955	04/25/23	SHERWIN WILLIAMS COMPANY	59.64	0	Regular
372956	04/25/23	SHI CORP	1,865.09	0	Regular
372957	04/25/23	SHRED RIGHT	40.00	0	Regular
372958	04/25/23	SPARETIME ENTERTAINMENT	3,108.00	0	Regular
372959	04/25/23	STEELE COUNTY SWCD	529.00	0	Regular
372960	04/25/23	STEWART DENISE	320.75	0	Regular
372961	04/25/23	SWEET TOWING	100.00	0	Regular
372962	04/25/23	SYMBOL ARTS LLC	135.00	R	ACH
372963	04/25/23	TAIKOARTS MIDWEST	2,000.00	0	Regular
372964	04/25/23	TERRACON CONSULTANTS INC	6,196.25	0	Regular
372965	04/25/23	THE PENWORTHY COMPANY	627.10	0	Regular
372966	04/25/23	TOR SPERLING	69.99	0	Regular
372967	04/25/23	TREASURY DIVISION, FINANCE	80.00	0	Regular
372968	04/25/23	TRI M GRAPHICS	71.38	0	Regular
372969	04/25/23	TRI STATE BOBCAT	124.45	0	Regular
372970	04/25/23	UKG INC	15,847.96	R	ACH
372971	04/25/23	WASTE MANAGEMENT OF WI-MN	833.77	0	Regular
372972	04/25/23	WEST PUBLISHING CORPORATION	505.59	0	Regular
372973	04/25/23	Z SYSTEMS INC	25,610.61	0	Regular
372974	04/25/23	ZEP MANUFACTURING CO	121.23	0	Regular
372975	04/25/23	MATTHEW R HOKANSON	2,642.55	0	Regular
372976	04/25/23	MATTHEW R HOKANSON	2,916.67	0	Regular
372977	04/25/23	LENCO INDUSTRIES INC	315,513.00	R	ACH

106	Checks total:	436,332.97
8	ACH total:	387,534.65
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114	GRAND TOTALS	823,867.62

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372884	04/25/23	CHARTER COMMUNICATIONS	1,684.90	0	Regular
372885	04/25/23	CITY OF SAINT PAUL	750.00	0	Regular
372886	04/25/23	CITY OF WASECA	62.93	0	Regular
372887	04/25/23	CLIFTONLARSONALLEN LLP	5,725.00	0	Regular
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372889	04/25/23	CONFLUENCE OUTDOOR	5,910.00	0	Regular
372890	04/25/23	COURT SPORTS & MORE	2,440.00	0	Regular
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372898	04/25/23	FLAHERTY & HOOD PA	3,902.50	0	Regular
372899	04/25/23	FLOW MEASUREMENT AND CONTROL	1,352.00	0	Regular
372900	04/25/23	FOAMCRAFT PACKAGING INC	232.40	0	Regular
372901	04/25/23	FOUR SEASONS ELECTRIC	2,018.29	R	ACH
372902	04/25/23	FREEBORN COUNTY ATTORNEY	160.00	0	Regular
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372933	04/25/23	MN LAW ENFORCE EXPLORER ASSN	8,220.00	0	Regular
372934	04/25/23	MN RECREATION & PARK ASSN	135.00	0	Regular
372935	04/25/23	MONSIDO LLC	1,000.00	R	ACH
372936	04/25/23	MOTOROLA SOLUTIONS INC	49,772.48	R	ACH
372937	04/25/23	NAPA AUTO PARTS	1,053.98	0	Regular
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372943	04/25/23	OWATONNA RENT N SAVE	421.78	0	Regular
372944	04/25/23	PAAPE COMPANIES INC	960.03	0	Regular
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372947	04/25/23	PLAZA MORENA CAMPESTRE GRILL	250.00	0	Regular
372948	04/25/23	RECON POWER BIKES	9,684.00	0	Regular
372949	04/25/23	REGION 15 - MSFDA	50.00	0	Regular
372950	04/25/23	REINDERS INC	9,291.83	0	Regular
372951	04/25/23	RICE STEELE 911 CENTER	332.50	0	Regular
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372956	04/25/23	SHI CORP	1,865.09	0	Regular
372957	04/25/23	SHRED RIGHT	40.00	0	Regular
372958	04/25/23	SPARETIME ENTERTAINMENT	3,108.00	0	Regular
372959	04/25/23	STEELE COUNTY SWCD	529.00	0	Regular
372960	04/25/23	STEWART DENISE	320.75	0	Regular
372961	04/25/23	SWEET TOWING	100.00	0	Regular
372962	04/25/23	SYMBOL ARTS LLC	135.00	R	ACH
372963	04/25/23	TAIKOARTS MIDWEST	2,000.00	0	Regular
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372968	04/25/23	TRI M GRAPHICS	71.38	0	Regular
372969	04/25/23	TRI STATE BOBCAT	124.45	0	Regular
372970	04/25/23	UKG INC	15,847.96	R	ACH
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114	GRAND TOTALS	823,867.62



Ordinances



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Second/Final Reading Proposed Ordinance 23-07: Franchise Agreement - CenterPoint Minnesota Gas

Purpose:

Request council approval of the second/final reading of Proposed Ordinance 23-07 to renew the franchise agreement with CenterPoint Energy Minnesota Gas.

Background:

Council unanimously approved the first reading of this proposed ordinance during their last meeting on April 18, 2023 and there have been no changes since. CenterPoint Energy resources Corp. d/b/a CenterPoint Energy Minnesota Gas (CenterPoint Energy) requested renewal of the franchise agreement. City Attorney Walbran and I negotiated the proposed agreement with updates to the insurance requirements, refined definitions and operational issues.

Budget Impact:

Will vary upon usage, the franchise fee is collected on a flat per meter basis.

Staff Recommendation:

Staff recommends approval and will be known as Ordinance 1646.

Attachments:

1. Proposed Ordinance 23-07 Franchise Agreement - CenterPoint Energy

CenterPoint Energy Minnesota Gas

Franchise Ordinance

PROPOSED ORDINANCE NO. 23-07

ORDINANCE NO. _____

CITY OF OWATONNA, STEELE COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF OWATONNA, STEELE COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

THE CITY COUNCIL OF THE CITY OF OWATONNA, STEELE COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Owatonna, County of Steele, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (“CenterPoint Energy”) its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

Gas Energy. Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Vice President Regional Operations - Minnesota, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to Kris Busse, City Administrator, City of Owatonna, 540 West Hills Circle, Owatonna, Minnesota 55060. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This gas franchise ordinance, also referred to as the Franchise.

Public Way. Any highway, street, alley or other public right-of-way within the City.

Public Ground. Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within sixty (60) days after the date the City Council adopts this Ordinance, or otherwise inform the City, at any time, that the Company does not accept this Franchise, the City Council by resolution shall revoke this Franchise.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in Minnesota State District Court, Steele County, Minnesota to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one (1) year after expiration of the twenty (20) year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities, and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition

for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. Per Minnesota Statute 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6. **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

SECTION 4. RELOCATIONS.

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds.

4.2. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

SECTION 5. INDEMNIFICATION.

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.

The City shall give Company at least two (2) weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation.

SECTION 7. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 8. FRANCHISE FEE.

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City as provided herein. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected shall be the same for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee

filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise. This Section does not apply to the City of Owatonna Public Utilities. (OPU does not pay the City a franchise fee but provides free utility service not exceeding 4% of gross meter billings under Sec. 9.16 of the City Charter).

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

SECTION 9. ABANDONED FACILITIES.

The Company shall comply with Minnesota Statutes, Section 216D.01, et seq., as it may be amended from time to time with respect to abandoned facilities located in Public

Ways and Public Grounds and with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes, Section 216D.0,4 with respect to all Gas Facilities located in Public Ways and Public Grounds.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

SECTION 12. The City Clerk shall cause this Ordinance to be filed for record in the office of the City Clerk of the City of Owatonna and its title added to Appendix IV of the 2015 Ordinance Code of the City of Owatonna.

SECTION 13. 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 14. 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:

Abstain: .

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor, City of Owatonna

ATTEST:

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



Administration Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Summary Publication - Ordinance 1646 - CenterPoint MN Gas Franchise Agreement

Purpose:

Request Council approval of the Summary Publication of Ordinance 1646, a franchise agreement with CenterPoint Minnesota Gas.

Background:

Section 4.7 of the City Charter requires publication of approved ordinances or, if lengthy, this requirement can be met by publishing a Summary Publication. The Summary Publication will be prepared to conform with Minnesota Statutes Section 331A.01, subdivision 10 as now enacted or hereinafter amended. Such Summary Publication will advise that the entire text of the ordinance is available for inspection at the Office of the City Administrator, posted on the official bulletin board at City Hall and also available on the City's website. Prior to its publication, the title and text of the Summary Publication shall be approved by the city council upon determination by the council that the summary clearly informs the public of the intent and effect of the ordinance.

Budget Impact:

Cost savings with publication of the Summary Publication and not the lengthy ordinance.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Summary Publication - Franchise Agreement - CenterPoint Energy

Summary Publication

City of Owatonna

ORDINANCE 1646

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN A GAS DISTRIBUTION SYTEM INCLUDING NECESSARY GAS MAINS, PIPES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION AND SALE OF GAS FOR PUBLIC AND PRIVATE USE AND TO USE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY OF OWATONNA, MINNESOTA FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

On May 2, 2023, the Owatonna City Council adopted Ordinance 1646 to renew a Franchise Agreement with CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("CenterPoint Energy"). A copy of the full ordinance is available for inspection during regular business hours at City Hall located at 540 West Hills Circle and available on the City's website.

The purpose of the ordinance is to grant CenterPoint Energy a 2-year non-exclusive franchise to operate, repair and maintain a natural gas distribution system within the city limits of the City of Owatonna, Minnesota. The terms and conditions of service and the rates to be charged by CenterPoint Energy for natural gas energy are subject to the exclusive jurisdiction of the Minnesota Public Utilities Commission. The ordinance provides for a method of dispute resolution if either the City of Owatonna, MN or CenterPoint Energy asserts that the other party has defaulted in the terms of the gas franchise ordinance. The ordinance provides that all gas facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over public ways.

The ordinance also provides that CenterPoint Energy shall indemnify and hold the City of Owatonna harmless from liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operations of the Gas Facilities located in the City's public rights of way and public grounds.

First Reading: April 18, 2023

Second Reading: May 2, 2023

Publication Date: May 6, 2023

Effective Date: May 6, 2023

Date: May 2, 2023

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



Resolutions



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 32-23: Approve Plans & Authorize Bids for the 2023 Street & Utility Project

Purpose:

The Council to approve Resolution 32-23 approving the plans, specifications, and authorization to advertise for bids for the 2023 Street & Utility Project.

Background:

The project involves various levels of reconstruction on Butternut Avenue, Riverview Place, and School Street. The existing street improvements have exceeded their useful life.

Council authorized staff to prepare the plans and specifications for this project with Resolution 22-23 following the Public Hearing held on March 7, 2023. The proposed bid opening date is May 31, 2023 with approval of bids by council on June 6, 2023.

Budget Impact:

The 2023 Street & Utility Project will be financed through a combination of City Funds and Special Assessments. The estimated total cost is within the budgeted amount; The total cost to be assessed is currently estimated at \$123,229.08. Approximately 31 property owners will be affected.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 32-23: Authorize Bids 2023 Street & Utility Project

RESOLUTION NO. 32-23

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, the City Engineer has prepared plans and specifications for the 2023 Street & Utility Project, project number 23001 with improvements to: Butternut Avenue, Riverview Place, and School Street.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part thereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official newspaper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for one day and shall specify the work to be done, shall state that bids will be received on Quest CDN until 10:00 A.M. on Wednesday, May 31st, at which time they will be publicly opened by the City Clerk and Engineer in the 2nd Floor Engineering Conference Room #203 at City Hall, will then be tabulated, and will be considered by the Council during the course of their regular meeting on Tuesday June 6th, 2023, beginning at 7:00 p.m.

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

Aye____; No 0; Absent 0.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 33-23: Approve Plans & Authorize Bids for the 2023 Havana Road Project

Purpose:

The Council to approve Resolution 33-23 to approve the plans, specifications, and authorization to advertise for bids for the 2023 Havana Road Project.

Background:

The project involves reconstruction of Havana Road from Truman Avenue to Smith Avenue. The existing street improvements have exceeded their useful life.

Council authorized staff to prepare the plans and specifications for this project with resolution 21-23 following the Public Hearing held on March 7, 2023. The proposed bid opening date is May 31, 2023 with approval of bids by council on June 6, 2023.

Budget Impact:

The 2023 Havana Road Project will be financed through a combination of State Aid Funds, City Funds, and Special Assessments. The estimated total cost is within the budgeted amount; the total cost to be assessed is currently estimated at \$99,638.76. Approximately 9 property owners will be affected.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 33-23: Authorize Bids Havana Road Project

RESOLUTION NO. 33-23

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, the City Engineer has prepared plans and specifications for the 2023 Havana Road Project, project number 23006 with improvements to Havana Road from Truman Avenue to Smith Avenue.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part thereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official newspaper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for one day and shall specify the work to be done, shall state that bids will be received on Quest CDN until 10:00 A.M. on Wednesday, May 31st, at which time they will be publicly opened by the City Clerk and Engineer in the 2nd Floor Engineering Conference Room #203 at City Hall, will then be tabulated, and will be considered by the Council during the course of their regular meeting on Tuesday June 6th, 2023, beginning at 7:00 p.m.

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

Aye____; No 0; Absent 0.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 34-23: Order Main Street Reconstruction and Rehabilitation Feasibility Report

Purpose:

Requesting City Council approval of Resolution 34-23: Ordering a Feasibility Report for the Main Street Reconstruction and Rehabilitation Project.

Background:

Main Street (CSAH 48) from Oak Avenue to Chambers Avenue is in need of rehabilitation and possibly reconstruction. Steele County is leading the effort on this project as it is a County State Aid Highway. Significant pavement deterioration and less than optimal intersection controls have been on the radar of the City and County and are proposing to move forward with evaluation and obtaining recommendations for improvements.

Budget Impact:

This is a joint project with Steele County. Costs will be paid for using a combination of special assessments, state aid funds and city funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 34-23: Order Feasibility Report Main Street Reconstruction & Rehabilitation

RESOLUTION NO. 34-23

RESOLUTION ORDERING PREPARATION OF REPORT ON
IMPROVEMENT FOR THE Main Street Reconstruction and Rehabilitation.

WHEREAS, it is proposed to improve the following streets as part of the Main Street Reconstruction and Rehabilitation Project.

The Main Street Reconstruction and Rehabilitation Project includes reconstruction on Main Street from Oak Avenue to Chambers Avenue.

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

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

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

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 35-23: Approve Plans - CSAH 48 at 18th Street Roundabout

Purpose:

Council approval of Resolution 35-23 approving the plans and specifications prepared by WSB for the construction of a roundabout at CSAH 48 and 18th Street SE.

Background:

Resolution 30-21 approved a joint project with Steele County and ISD 761 for construction of a roundabout at 18th Street SE and CSAH 48. The next phase of the project is approving the plans followed by advertising for bids. Bids will be advertised and received by Steele County.

The goal is for the roundabout to be open before school commences in the fall of 2023.

Budget Impact:

The project will be paid for by state aid construction funds and costs are in line with preliminary estimates.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 35-23: Approve Plans CSAH 48 and 18th Street SE Roundabout

RESOLUTION NO. 35-23

A RESOLUTION APPROVING PLANS FOR
CSAH 48 and 18th Street SE ROUNDABOUT PROJECT

WHEREAS, plans for Project No. 21010 SAP No. 153-115-005 showing proposed alignment, profiles grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. 48 and 18th Street SE within the limits of the City of Owatonna as a State Aid Project have been prepared and presented to the City; and

WHEREAS, Project No. No. 21010 SAP No. 153-115-005 is a joint project between the City of Owatonna and Steele County and requires approval by both entities.

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved by the City of Owatonna.

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

Aye __; No __; Absent __.

Approved and signed this this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 36-23: Approve Final Plat of Skjeveland Addition

Purpose:

Council approval of Resolution 36-23 to approve the final plat of Skjeveland Addition.

Background:

See Attached Staff Report. The Planning Commission held a public hearing on this request and are recommending approval of the Final Plat.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Res 36-23 Final Plat Skjeveland Addition
2. Skjeveland Addition FP Staff Report

RESOLUTION NO. 36-23

A RESOLUTION APPROVING
FINAL PLAT OF SKJEVELAND ADDITION

WHEREAS, on May 2, 2023, the City Council accepted and approved the final plat of Skjeveland 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.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - c) All conditions of C-1389 shall still apply to the Skjeveland property regarding their outdoor storage.
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 _____, 2023 with the following vote:

Aye __; No __; Absent __.

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

April 20, 2023

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

Background

Chris Skjeveland and Mathy Construction are requesting preliminary plat approval of Skjeveland Addition, a two lot industrial plat. The applicants are platting the property to accommodate a sale of land to Skjeveland to allow them to own what they have been leasing since 2016. Operations on both properties will not change from what they are today.

The applicant is also adding in a 20' strip of land south of the property into this plat. This piece of land is currently unplatted even though it is owned by Mathy. When combining platted and unplatted land, it is all required to be replatted.

Application Review:

Applicant/Owner:	Chris Skjeveland & Mathy Construction
Location of Property:	665 32 nd Avenue NW
Existing Zoning:	I-2, Heavy Industrial District
Existing Land Use:	The lots are currently used by Mathy Construction and Skjeveland Enterprises.
Report Attachments:	1. Location Maps 2. Preliminary Plat

Proposed Development:

Size of Subdivision:	9.86± acres
Number of Lots:	To be platted into two lots
Lot Configuration:	The lots are generally rectangular in shape.
Street Pattern:	The street pattern will not change from what exists today.
Services:	Services are currently stubbed into both lot's.
Timing/Financing of Development:	The applicant will record the plat this year
Outstanding Assessments:	None.

Floodplain:	None.
Wetlands:	The property does not have any wetlands.
Storm Water Drainage:	None proposed.
Easements:	The applicant will be required to dedicate perimeter easements.
County/MNDOT Review:	This plat is not adjacent to a state or county ROW.

Staff Review:

Staff recommends approval of the final plat of Skjeveland Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) All conditions of C-1389 shall still apply to the Skjeveland property regarding their outdoor storage.

Planning Commission:

Skjeveland Addition Final Plat, which is a 9.86± acre tract of land zoned I-2 Heavy Industrial District, owned by Chris Skjeveland and Mathy Construction and located at 665 32nd Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) A motion was made by Effertz and seconded by Wilson to recommend City Council approval of this final plat of Skjeveland Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) All conditions of C-1389 shall still apply to the Skjeveland property regarding their outdoor storage.

All Commissioners voting Aye, the motion carried.

Skjeveland Addition

City of Owatonna



PRELMIINARY PLAT SKJEVELAND ADDITION

LEGAL DESCRIPTIONS OF RECORD

Lot 4, Block 3, CRANE CREEK INDUSTRIAL ADDITION;
AND
Lot 5, Block 3, CRANE CREEK INDUSTRIAL ADDITION;
AND
That part of the SW1/4 of the NW1/4 of Section 8, Township 107, Range 20 West of the Fifth Principal Meridian.
bounded and described as follows:

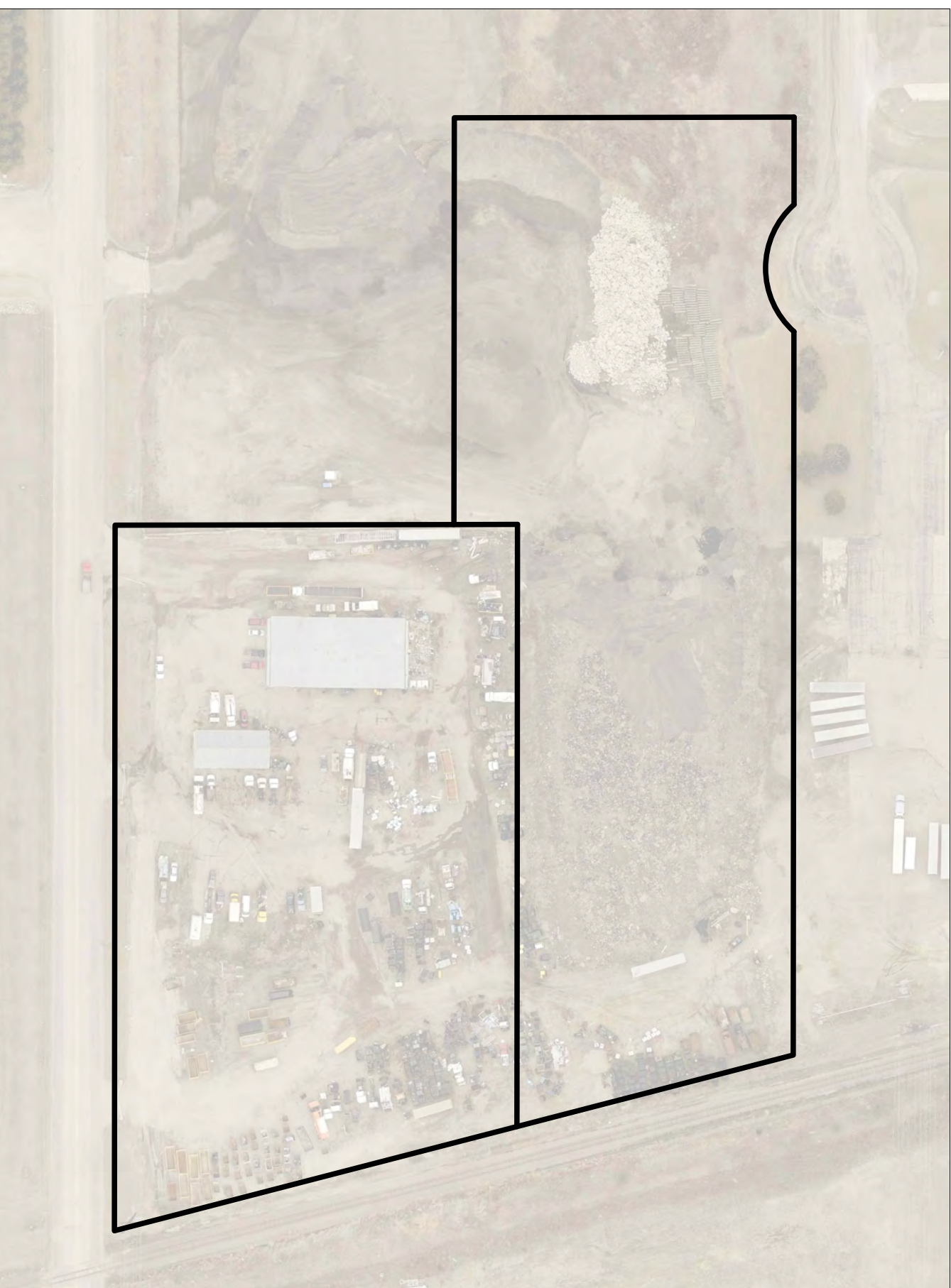
Beginning at a point on the East line of a Public Road running along the West line of said Section 8, distant 50 feet Northwestly, measured at right angles, from the center line of the main track of the Winona and St. Peter Rail Road Company (now the Chicago and Northwestern Transportation Company), as said main track center line was originally located and established over and across said Section 8; thence Northeastly parallel with said main track center line a distant of 616.67 feet; thence Southerly parallel with the West line of said Section 8 a distance of 20.5 feet, more or less, to a point distant 30 feet Northwestly, measured at right angles, from said main track center line; thence Southwestly parallel with said main track center line a distance of 616.67 feet, more or less, to a point on the East line of said Public Road running along the West line of Section 8; thence Northerly along the East line of said Public Road a distance of 20.5 feet, more or less, to the point of beginning.

FLOOD ZONE DESIGNATION

THE SURVEYED PROPERTY LIES IN ZONE X, AREAS OF MINIMAL FLOODING, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NO. 27147C0135C, EFFECTIVE DATE, December 2, 2011.

2022 IMAGERY

NOT TO SCALE PROVIDED BY STEELE COUNTY GIS DEPARTMENT



LEGEND

- = 5/8 inch X 16 inch iron monument (capped RLS 52646)-Placed
- = Iron monument-Found
- = Drill Hole
- = Recorded Plat Distance
- = Recorded Deed Distance
- = Measured Distance
- = Water Main
- = Sanitary Sewer
- = Storm Sewer
- = Gas Main
- = Underground Telephone
- = Overhead Telephone
- = Fiber-Optics
- = Underground Electric
- = Overhead Electric
- = Underground TV
- = Soil Boring
- = Yard Hydrant
- = Electric Meter
- = Gas Meter
- = Fiber-Optics Box
- = Telephone Pedestal
- = AC Unit
- = Refrigeration Unit
- = Television Pedestal
- = Water Meter
- = Power Pole
- = Catch Basin
- = Manholes
- = Concrete Surface
- = Bituminous Surface
- = Gravel/Bituminous Surface

Zoned: I-2

Setbacks for Buildings:

- Front Yard = 50'
- Side Yard = 30'
- Rear Yard = 50'
- Maximum Height 45' or 3 Stories

Address

665 32nd Ave NW
Owatonna, MN 55060

BENCHMARK

Top hydrant nut located near the northwest corner of Lot 3, Block 3, CRANE CREEK INDUSTRIAL ADDITION.
Elevation = 1187.47

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BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Steele County Coordinatesystem Nad 83 (11) Harn Adjustment Grid

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

03/15/2023 Revised 03/24/2023
Date:

JONES HAUGH & SMITH, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS

SKJEVELAND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS THAT: Mathy Construction Company, a Wisconsin Corporation, owner of the following described property:

Lot 4, Block 3, CRANE CREEK INDUSTRIAL ADDITION;
AND
Lot 5, Block 3, CRANE CREEK INDUSTRIAL ADDITION;
AND

That part of the SW1/4 of the NW1/4 of Section 8, Township 107, Range 20 West of the Fifth Principal Meridian, bounded and described as follows:

Beginning at a point on the East line of a Public Road running along the West line of said Section 8, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Winona and St. Peter Rail Road Company (now the Chicago and Northwestern Transportation Company), as said main track center line was originally located and established over and across said Section 8; thence Northeasterly parallel with said main track center line a distant of 616.67 feet; thence Southerly parallel with the West line of said Section 8 a distance of 20.5 feet, more or less, to a point distant 30 feet Northwesterly, measured at right angles, from said main track center line; thence Southwesterly parallel with said main track center line a distance of 616.67 feet, more or less, to a point on the East line of said Public Road running along the West line of Section 8; thence Northerly along the East line of said Public Road a distance of 20.5 feet, more or less, to the point of beginning.

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

In witness whereof said Mathy Construction Company, a Wisconsin Corporation, has caused these presents to be signed by its proper officer this

_____ day of _____, 20____.

Mathy Construction Company, a Wisconsin Corporation

Tony Tomashek, Vice President

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by _____,
Vice President of Mathy Construction Company, a Wisconsin Corporation.

_____, Notary Public, State of _____

My Commission Expires _____

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 _____, 20____.

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

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ 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 SKJEVELAND 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 _____, 20____, 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

_____, 20____.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Brenda Blood, County Auditor
Steele County, Minnesota

I hereby certify that taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Catherine Piepho, County Treasurer
Steele County, Minnesota

Filed in the Office of the County Recorder this _____ day of _____, 20____, at ____ O'clock ____ M., in Book ____ of

Plats, Page _____, as Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota

JONES HAUGH & SMITH, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS

**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

March 22, 2023

Preliminary Plat Application for Skjeveland Addition

Request Narrative

Chris Skjeveland, on behalf of Skjeveland Enterprises and Ryan Busiman, on behalf of Mathy Construction, are requesting a new plat to subdivide Lot 5, Block 3, Crane Creek Industrial Addition, in Owatonna, Minnesota. The front 4.67 acres will become Lot 1 and the remainder of Lot 5 will be combined with Lot 3 (to the north) of Crane Creek Industrial Addition. There is also a 20 foot wide parcel adjoining the south side of Lot 5 that will be platted and subdivided into the two new lots created with Skjeveland Addition. No construction or redevelopment is currently contemplated.

Prepared by: SAT



Community Development Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 37-23 Purchase Agreement - Grace Baptist Church

Purpose:

Request City Council approval of Resolution 37-23 authorizing the Purchase Agreement for property from Grace Baptist Church just north of Manthey Park.

Background:

At the time the Miracle Field and adaptive playground were constructed, there were also plans to add a secondary driveway to 3rd Avenue NE. This plan required the purchase of property from Grace Baptist Church. Discussions have continued with the Church that included the value of the land, how to replace the soccer field that was lost with the construction of the Miracle Field, removal of the Church garage that is in the way of the new access, drainage and how to provide separation between the Church property and Manthey Park. Those discussions have led to the proposed Purchase Agreement.

Under the Purchase Agreement, the City would pay Grace Baptist Church \$170,000 for 1.85 acres of land. The land would be used for an access driveway that would connect 24th Street NE to 3rd Avenue NE, a future trail along the north side of 24th Street NE from Cedar Avenue to Manthey Park and a mid-sized soccer field. The City will need to construct a fence along the north side of the soccer field, ensure all tile lines remain connected to the storm water system and ensure there are no assessments now and into the future to the Church for this driveway. The City will also need to plat the property in order to split this property from the Church. The Church will move the garage from it's current location at their expense. The plan is for this project to be constructed in 2024.

Budget Impact:

The cost of the land would be paid for by funds already set aside for this project.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 37-23 Purchase property - Grace Baptist Church
2. Proposed Manthey Soccer Field - Street
3. Purchase Agreement - Grace Baptist Church

RESOLUTION NO. 37-23

A RESOLUTION FOR AUTHORIZATION TO EXECUTE A PURCHASE
AGREEMENT WITH GRACE BAPTIST CHURCH FOR PURCHASE
OF PORTION OF PROPERTY AT 265 26TH STREET NE

WHEREAS, Resolution 37-23 approved by City Council on May 2, 2023, approves a Purchase Agreement with Grace Baptist Church; and

WHEREAS, the Agreement provides that Grace Baptist Church will convey to the City 1.85 acres for expansion of Manthey Park;

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

1. That the Purchase Agreement for the purchase of property is hereby authorized.
2. That the Mayor and City Administrator are hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna.

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

Aye _____; No _____; Absent _____.

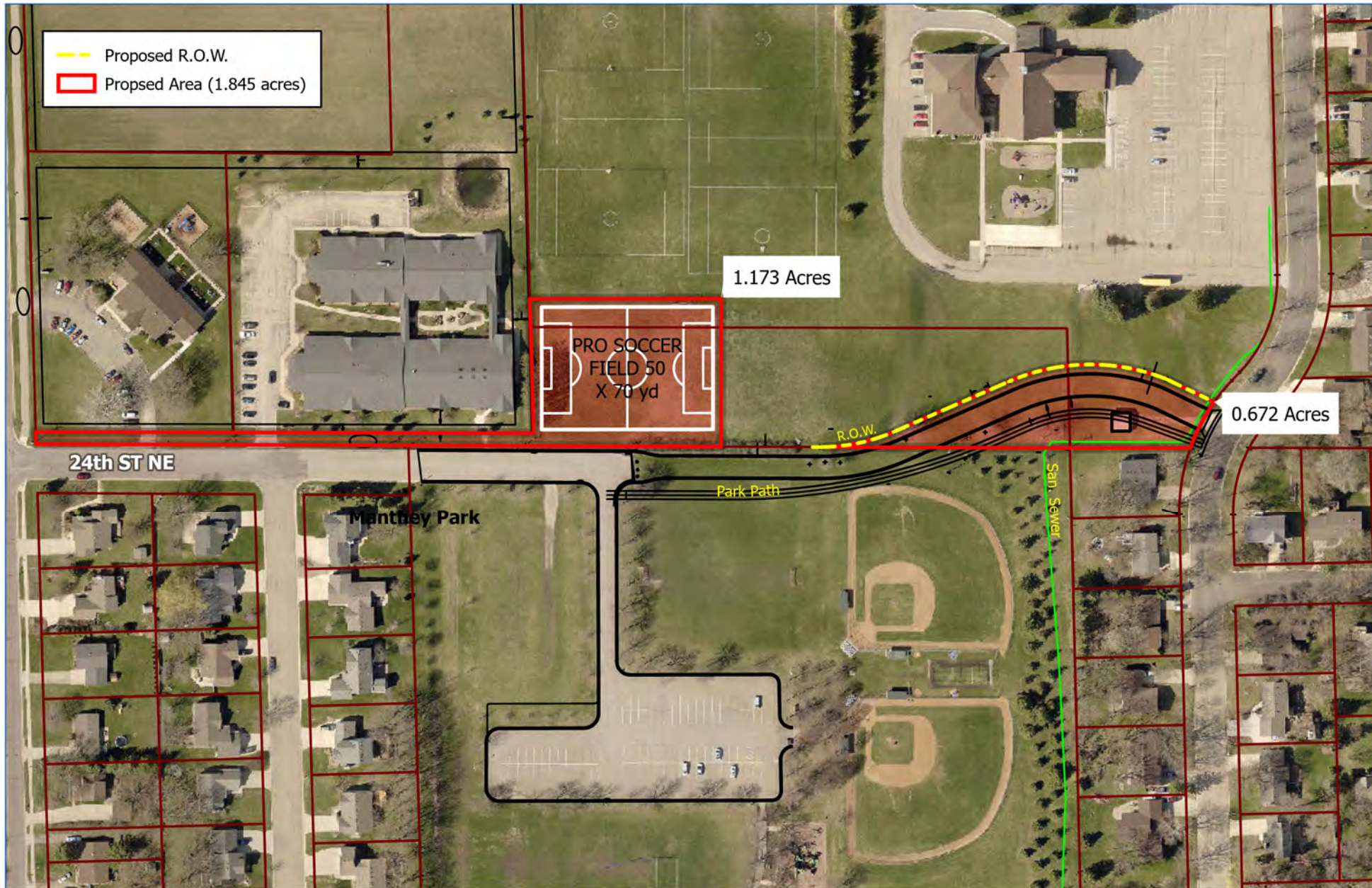
Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

Proposed Manthey Soccer Field City of Owatonna



September 29, 2021

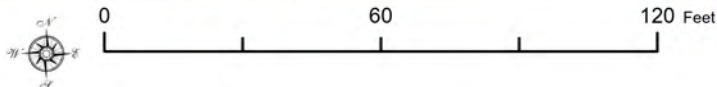


This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes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

Proposed Manthey Soccer Field City of Owatonna



September 29, 2021



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.

STANDARD PURCHASE AGREEMENT

This Purchase Agreement is entered into on _____, 2023 by and between Grace Baptist Church of Owatonna, Minnesota, ("Seller") at 265 – 26th Street NE, Owatonna, Minnesota, a Minnesota non-profit organization, and City of Owatonna, Minnesota, ("Buyer") at 540 West Hills Circle, Owatonna, MN 55060, a Minnesota Municipal Corporation.

1. **The Sale.** Seller agrees to sell and Buyer agrees to purchase the property, which legal description shall be determined by survey, as depicted in the attached Exhibit A (the "Property") Parcel Identification Numbers: 17-003-4101 and 17-003-4402, all located at 265 - 26th Street NE, City of Owatonna, County of Steele, State of Minnesota, all of which property Seller has this day sold to Buyer for the sum of: \$170,000 (One Hundred and Seventy Thousand) Dollars which Buyer agrees to pay in the following manner: Earnest money of \$0.00 and \$170,000 cash on or before _____, 2023, the "Date of Closing".
2. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer, a Warranty Deed, conveying marketable title to the Property subject only to the following exceptions: (1) Building and zoning laws, ordinances, state and federal regulations; (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision; (3) Reservation of any minerals or mineral rights to the State of Minnesota; (4) Utility and drainage easements which do not interfere with present improvements; (5) Rights of tenants, if any (must be specified on addendum); (6) Others (must be specified on addendum).
3. **Real Estate Taxes.**
 - a. Current Year. Seller certifies that there are no property taxes due for the year 2023 there are no pending or levied special assessments.
 - b. Previous Years.
All real estate taxes and special assessments from previous years have been paid in full.
 - c. Subsequent Years. Buyer shall assume payment for all taxes due and payable commencing in the year 2024 and thereafter.

- d. Deferred Taxes. Any deferred real estate taxes (e.g., Green Acres) or other special assessments, the payment of which becomes mandatory as a result of this sale, shall be paid by Buyer.
- e. Pending Assessments. As of the date of this Agreement, Seller has not received a notice for any new project from assessing authorities, the costs of which may be assessed against the Property. If Seller receives any such notice after the date of this Agreement, and before Closing, Seller will provide such notice to Buyer immediately. If such notice is issued after the date of this Agreement but before closing, Buyer shall assume payment of any such assessments, and Seller shall provide for payment on the closing date of such assessments.

4. **Warranties.**

Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings, or violations of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority about a breach of these covenants. Any such notices received by Seller shall be provided immediately to Buyer.

Buyer has/has not received a Seller's Property Disclosure Statement.

5. **Inspections.** Seller agrees Buyer may have reasonable access to the Property for any surveys or inspections Buyer deems necessary.

Buyer has the right to inspect the Property prior to closing to establish that the Property is in substantially the same condition as it was on the date of this Agreement. Seller agrees to notify Buyer in writing immediately if any substantive changes from any prior representations or after the date of this Agreement occur, regarding the Property's condition.

6. **Subsurface Sewage Treatment System; Private Well(s).** As required by law, Buyer has received:

- ☐ a separate well disclosure statement or a statement that no well exists on the Property, and
- ☐ a separate septic system disclosure or a statement that no septic system exists on or serves the Property.

If the property includes a subsurface sewage treatment system, Seller agrees to provide a licensed inspector's Subsurface Sewage Treatment System report or notice that the system complies with applicable regulations if required by a governing authority and/or lender.

NOTICE. A valid certificate of compliance for the Septic System may satisfy the obligation. Seller is not obligated to upgrade, repair or replace the septic system, notwithstanding its condition, unless otherwise agreed to in this Agreement.

- ☐ If checked, this Agreement is subject to a Subsurface Sewage Treatment System and Well Inspection Contingency Addendum.

7. **Possession.** Seller agrees to deliver possession not later than Closing (the "Possession Date"). All interest, city water and sewer charges, electricity and natural gas charges, homeowners association dues, fuel oil and liquid petroleum gas shall be pro-rated between the parties as of the date of closing. Seller agrees to remove all debris and all personal property not included herein from the Property before Possession Date.

8. **Title & Examination.** Seller shall, within a reasonable time after acceptance of this Agreement, surrender any Abstract of Title or Registered Property Abstract (the "Abstract") together with copies of any owner's title insurance policy for the Property in Seller's possession to Buyer. Buyer shall have fourteen (14) business days following the receipt of the Abstract to examine or retain the services of a third party to examine the title and provide Seller with written Title Objections or, at Buyer's own expense, to make an application for a title insurance policy and notify Seller of said application. Following receipt of the Commitment for Title Insurance (the "Title Commitment"), Buyer shall have ten (10) days to provide the Seller with a copy of the Title Commitment together with the Insurer's Title Objections, if any. Any Title Objections not delivered to Seller within the ten days will be deemed waived. Such waiver shall not, however, be deemed to be a waiver of Seller's covenant to deliver a Warranty Deed unless delivery of a Warranty Deed is not specified in this Agreement. Further, Buyer's purchase of title insurance

is not to be deemed a waiver of the right to demand delivery of good and marketable title of record from Seller at Closing.

Seller shall use Seller's best efforts to provide marketable title by the closing date. If Seller has not provided marketable title by Closing:

- a. Seller shall have an additional 0 days to make title marketable; or
- b. Buyer shall waive title defects by written notice to Seller.

The parties may thereafter agree to extend the date of closing an additional 30 days to accommodate such efforts by Seller.

If the closing date is not extended, either party may declare this Agreement null and void, the parties shall immediately sign a cancellation or purchase agreement in confirmation, and earnest money will be refunded to Buyer. If this Agreement is voided for Seller's failure to provide marketable title, neither party shall be liable for damages.

Should Buyer wish to have the Abstract of Title updated, such cost shall be paid by Buyer.

The parties understand that this agreement for the allocation of these costs is subject to requirements of Buyer's Lender and RESPA.

9. **Default.** If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this Agreement, and on such termination all payments made hereunder shall be retained by Seller and Agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event Buyer defaults in his performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minn. Stat. § 559.21, the termination period shall be thirty (30) days as permitted by Minn. Stat. § 559.21, subd. 4.
10. **Risk of Loss.** If there is any loss or damage to the Property before the closing date for any reason, all risk of loss shall be on Seller. If the Property is substantially damaged or destroyed before Closing, Buyer may cancel this Purchase Agreement by providing written notice to Seller or Seller's agent. If Buyer cancels the Purchase Agreement, the parties shall immediately sign a cancellation of Purchase Agreement in confirmation, and earnest money will be refunded to Buyer.

11. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information about the predatory offender registry and persons registered in it under Minn. Stat. § 243.166 can be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 642-0200 or at its website, www.corr.state.mn.us.
12. **Acceptance.** Buyer understands and agrees that this sale is subject to acceptance by Seller in writing. Agent is not liable or responsible on account of this Agreement, except to return or account for the earnest money.
13. **Dual Agency Disclosure.** If applicable, see attached Addendum. ☐
14. **Lead Paint Disclosure.** Seller represents that there is no dwelling on the premises.
15. **Airport Zoning Disclosure.** If airport zoning regulations affect this real property, a copy of these adopted regulations can be reviewed or obtained at the office of the county recorder where the zoned area is located.

1. **Subdivision of Land.**

- 18 **Entire Agreement** This Purchase Agreement, and any attached exhibits, addenda, or amendments signed by the parties, constitute the entire agreement between Buyer and Seller. This Agreement can only be modified in writing signed by Buyer and Seller. Buyer or Seller may be required to pay certain closing costs which effectively reduce the proceeds from sale or increase cash outlay at closing.

19. **Other.** This Purchase Agreement is subject to approval by the Owatonna City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I, the owner of the Property, accept this Agreement and the sale hereby made.

City of Owatonna agrees to purchase the Property for the price and on the terms and conditions set forth above.

Grace Baptist Church of Owatonna

City of Owatonna

X John D. Oblate
By: April 23, 2023 Date
Its: TRUSTEE
And

By: _____ Date
Its: _____

X Arthur H. Lusk 4-23-23
By: _____ Date
Its: _____

By: _____ Date
Its: _____

X Thomas A. Kull 4-23-23
X Caleb Sanders - trustee
4-23-23
[Signature]

THIS IS A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

THIS INSTRUMENT WAS DRAFTED BY:

Mark M. Walbran (#113712)
140 East Main Street, P.O. Box 273
Owatonna, MN 55060
Phone: (507) 451-1173

Troy,

The men are still concerned about a couple of items that are not discussed in the purchase agreement.

I know in our meeting together you mentioned that these issues would be taken care of by the city. However, the Board would like a written agreement to be approved by the City Council.

Here are the concerns:

1. Any tile lines now connected to the storm drain would be reconnected to a new storm drain when the city prepares the property for road construction.
2. There is an agreement that Grace Baptist Church would not have any assessments, now or in the future, from the new road that will be built.
3. A fence line will be constructed along the north property line of the soccer field that will be constructed.

x John S. Oulak 4/23/23

Thanks for your consideration.

Bob Johnson

x Carter Smith 4-23-23

The City of Owatonna agrees to these terms:

x Thomas A. Hall 4-23-23

By _____ for the city.

x [Signature] 4-23-23

Date _____



Miscellaneous



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Obstruction Permit at Vine Street & N Cedar Avenue - Mohs Contracting

Purpose:

Requesting City Council consideration of a request from Mohs Contracting to obtain an extended Obstruction Permit on the corner of Vine Street and Cedar Avenue North.

Background:

Permits for obstructions located within the City Right of Way are valid for 2 weeks upon issuance with a 2-week extension period.

Mohs Contracting is requesting an extended obstruction permit for a dumpster to remain in the City Right of Way during the project at the former Jerry's Supper Club Building. An extension was previously issued on October 18, 2022 and expired on April 15, 2023. Per the attached memo from Kevin Springborg, Mohs Contracting, there was a delay in construction start and unforeseen circumstances that led to additional required work.

This project is anticipated to be done mid-June 2023. The proposed location of the obstruction has been identified as the least obstructive to pedestrian traffic and as the most direct route out of the building. Three parking spaces will be used along the south side of the building on Vine Street. The permit holder acknowledges that the area around the obstruction must be maintained. See the attached letter received regarding the proposal along with an aerial map showing the obstruction location.

Budget Impact:

Engineering staff proposes an initial fee of \$200 for the first two week period and \$50 for each two week period after, until the obstruction has been removed, for an estimated fee of \$375.

\$775 in fees was previously collected.

Staff Recommendation:

Staff requests consideration.

Attachments:

1. Obstruction Permit Request - Mohs Contracting
2. Obstruction Letter - Mohs Contracting
3. Obstruction Location



OBS-23-7

Obstruction Permit

Status: Active

Date Created: Apr 19, 2023

Applicant

kevin springborg
kspringborg@mohscontracting.com
1294 bellflower lane
owatonna, MN 55060
5074131216

Primary Location

203 CEDAR AVE N
Owatonna 55060

Owner:

OWATONNA HOSPITALITY 1 LLC

Work Information

Nature of Work

Remodeling for new restaurant

Permit Fee: \$50 for the first 14 calendar days,
\$7.50 per day when number of days exceeds 14.

Company

Mohs Contracting

Total Number of Calendar Days

60

Start Date

04/19/2023

Completion Date

06/19/2023

Onsite Project Contact Information

Name

Kevin Springborg

Title

Job superintendent

Phone

5074131216

Email

kspringborg@mohscontracting.com

Site Information

Will traffic detouring be necessary?

No

In the event that traffic needs to be detoured, the detour must be in accordance with the MN Traffic Control Manual. A detour plan must be submitted with this application.

Acknowledgement

I accept the terms and conditions of the City of Owatonna and agree to fully comply to the satisfaction of the City Engineer.

Digital Signature

Kevin Springborg
04/19/2023

Internal Section

Special Provisions

--

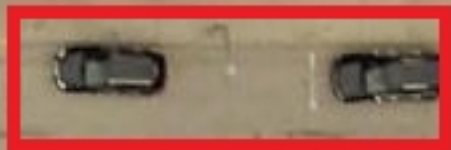
To whom it may concern, Mohs contracting is asking for this extension on our obstruction permit due to a delay in our planned starting date and added time for unforeseen demolition that was required. Mohs contracting will keep the sidewalk clean and keep all debris from further construction off the street and contained in the dumpster. Thank you for your consideration.

Kevin Springborg

Mohs Contracting

CEDAR AVE N

VINE ST E



VINE ST E



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Obstruction Permit at Federated Insurance - Benike Construction

Purpose:

Requesting City Council consideration of a request from Benike Construction to obtain an extended Obstruction Permit on the corner of East Broadway Street and North Elm Avenue.

Background:

Permits for Dumpsters located within the City Right of Way are valid for 2 weeks upon issuance with a 2-week extension period.

Benike Construction and Federated Insurance are requesting an extended obstruction permit for a dumpster to remain in the City Right of Way for the duration of the project at Federated Insurance, which is anticipated to be in 2023. The location of the dumpster has been identified as the safest and most direct route out of the building.

An extension to the original permit, applied for on July 28, 2021, was approved by the Council on September 7, 2021. An additional extension was approved by the Council on August 16, 2022 and expired on April 15, 2023.

The permit holder acknowledges that the area around the dumpster must be maintained. See attached letter received regarding the proposal along with an aerial map showing the dumpster location.

Budget Impact:

Engineering staff proposes an initial fee of \$200 for the first two week period and \$50 for each two week period after, until the obstruction has been removed, for an estimated fee of \$1,850.

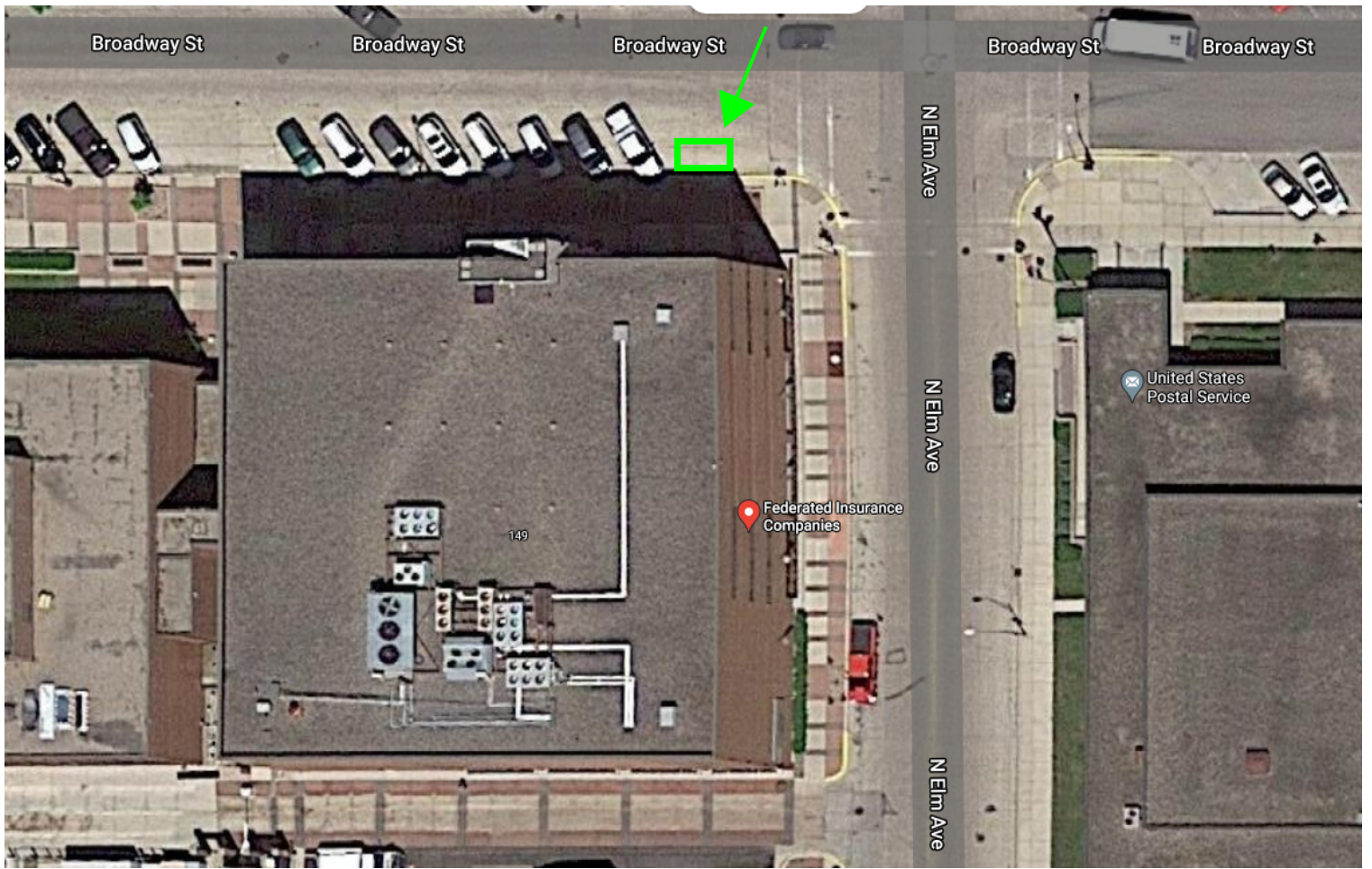
\$1,207.14 in fees has previously been collected.

Staff Recommendation:

Staff requests consideration of this request.

Attachments:

1. Dumpster Location
2. Federated Letter Re: Extension Request



04/19/2023

Re: Roll off Construction Dumpster

To whom it may concern,

We are in the process of remodeling our JAB Building on the corner of East Broadway and Elm. We currently have a roll off dumpster on the street near the corner on East Broadway. We are asking permission to keep that dumpster in that spot for the duration of the project in the late fall/ early winter of 2023. It is the safest and most direct route out of our building. We understand that we will be responsible for maintaining the area around the unit during the winter season and are fully willing and capable of doing so.

Thank you for your consideration.

Sincerely,

Jamie Vogt

Facilities Manager

Federated Mutual insurance.



Public Works Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Home2Suites

Purpose:

Approve the stormwater facility maintenance agreement with Home2Suites for their new facility located at 230 Allan Avenue.

Background:

The City requires that on-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in the attached agreement.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Maintenance Agreement - Home2Suites

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this 3th day of April, 2023, by Owatonna Hotel Associates, LLC hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as Lot 4, Block 1, Cinema Addition, Steele County, Minnesota. **Exhibit A: (ATTACH LEGAL DESCRIPTION)**

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

WHEREAS, the site plan known as Home2Suites, hereinafter called the "plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Property Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Owatonna, MN require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/ Structural Best Management Practices (BMP) facilities, as shown on the Plan and implemented to meet requirements of Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001,

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

1. The Property Owner shall provide an attachment to this agreement the required Maintenance Plan, as-built drawings, and certification that the BMP has been constructed properly as required by the City of Owatonna Stormwater Management Ordinance No. 52.00 at end of project.
2. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified in the submitted plan.
3. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
4. The Property Owner, its successors, and assigns, shall at all time, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
5. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
6. The Property Owner, its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.

7. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the practice is found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.
8. The Property Owner, its successors, and assigns, hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under, and through the property for the purpose of inspecting the facilities. The Property Owner also grants the City the access to inspection and maintenance records conducted by the Property Owner.
9. The City shall provide the Property Owner, its successors, and assigns, a notice including copies of any inspection findings, a directive to commence with needed repairs, improvements, or modifications and a deadline to complete the repairs.
10. The Property Owner, its successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
11. In any event the Property Owner, its successors, and assigns, fails to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owner, its successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.
12. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
13. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, its successors, and assigns, agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner, his or her heirs, successors, and assigns, and any other successors in interests, in perpetuity.



Community Development Department

DATE: May 2, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Professional Service Agreement - 2050 Comprehensive Plan - Stantec

Purpose:

Approve the contract for Comprehensive Planning Services with Stantec for services related to the 2050 Comprehensive Plan.

Background:

The City of Owatonna is commencing a Comprehensive Planning process. As part of this project, the City will be hiring a consultant to lead this process. The City received 7 responses to our RFP and interviewed 4 firms. Following this interview process, Stantec was chosen to be the consultant on this project. Attached is the proposed contract for this project. As of the time of this memo, we are awaiting the approval from City Attorney Walbran.

Following the execution of the contract, Stantec will commence the process as laid out in their proposal. This will encompass the next 12-18 months and include numerous opportunities for community engagement throughout this process. Ultimately, the consultant will draft a final plan that the City will use to guide development, regulation, and funding for the foreseeable future.

Budget Impact:

The City has budgeted \$125,000 for the 2050 Comprehensive Plan.

Staff Recommendation:

Staff recommends approval of the contract with Stantec for comprehensive planning services related to the 2050 Comprehensive Plan subject to final review by the City Attorney.

Attachments:

1. Professional Service Agreement - 2050 Comprehensive Plan

This Agreement is made and entered into effective May 2, 2023 (the "Agreement Date") by and between:

"Client"

Name: City of Owatonna, MN
Address: 540 West Hills Circle, Owatonna, MN 55060
Phone: 507-444-4300
Representative: Greg Kruschke, AICP Email: greg.kruschke@ci.owatonna.mn.us

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402
Phone: 612-712-2028
Representative: Phil Carlson Email: phil.carlson@stantec.com
Project Name (the "Project"):
2050 Comprehensive Plan

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$150,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Owatonna, MN
Stantec Consulting Services Inc.

Greg Kruschke,
Community Development Manager

Print Name and Title

Phil Carlson,
Associate

Print Name and Title

Signature _____

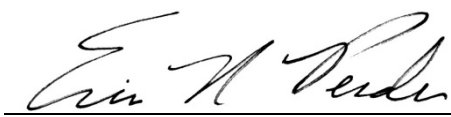
Signature  _____

Print Name and Title

Erin Perdu, Senior Planner

Print Name and Title

Signature _____

Signature  _____

Attached to and forming part of the Agreement BETWEEN:

City of Owatonna, MN
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: May 2, 2023

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

See attached Technical Proposal.
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: May 2, 2023
Estimated Completion Date: December 31, 2024

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

See attached Confidential Bid Sheet.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

None

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

Technical Proposal

Confidential Bid Sheet

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

ATTACHMENT – STANDARD RATE TABLE

BC1938_1_2023

LABOR RATES

Staff Level	Billing Level	Hourly Rate
CAD Technician, Civil Designer, Inspector, Planner, Project Technician, Scientist	3	\$104
	4	\$117
	5	\$127
	6	\$131
	7	\$139
Civil Technician, Designer, Engineer, Field Supervisor, GIS Analyst, Inspector, Land Surveyor, Landscape Architect, Project Manager, Scientist, Senior CAD Designer, Senior Civil Technician	8	\$145
	9	\$155
	10	\$161
	11	\$172
	12	\$178
Engineer, Field Supervisor, Principal, Project Manager, Senior Engineer, Senior Landscape Architect, Senior Planner, Senior Principal, Specialist	13	\$187
	14	\$195
	15	\$220
	16	\$250
Specialist, Vice President	17	\$259
	18	\$265
Survey Crew	1-Person Crew	\$165
	2-Person Crew	\$240

These rates are adjusted annually in accordance with the normal review procedures of Stantec.



2050 Comprehensive Plan

TECHNICAL PROPOSAL

City of Owatonna | March 22, 2023



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Cover Letter

March 22, 2023

Reference:

Request for Proposals (RFP)
for a Comprehensive Plan
for the City of Owatonna,
Minnesota

Attention:

Greg Kruschke, Community
Development Manager
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Office Address:

Stantec Consulting Services Inc.
733 S Marquette Avenue
Suite 1000
Minneapolis, MN 55402

Primary Contact:

Phil Carlson, AICP
Project Manager
Direct: 612-712-2028
Mobile: 612-202-6474
phil.carlson@stantec.com

Dear Mr. Kruschke,

The City of Owatonna (City) wants to grow and grow smart by updating the Development Plan to strategically plan that growth. The City wants robust engagement from the community at many levels and a reliable guide for decision makers and developers while having a plan that is accessible and user-friendly. The Stantec team includes some of the most experienced and trusted planners in the region and is uniquely qualified to help you accomplish this.

- We have prepared dozens of comprehensive plans and numerous neighborhood plans, environmental studies, downtown frameworks, and zoning ordinances, including Phil Carlson's recommendations on low-impact development standards for Owatonna in 2009.
- Our team has proactively met with local leaders to understand the demographics to craft a inclusive engagement approach and create plans and policies that will help the community grow and prosper.

Our proposal includes a market study in the initial phase of the plan, to assess the type and scale of possible development in Owatonna. Often there is a disconnect in the planning process between what a community wants and what the market will bear. In simple terms, land use follows economics unless there is some kind of subsidy. With market analysis, we can focus on realistic alternatives for residents and decision makers to consider. Using this information, we can ask the community what their goals and wishes are within this context—an invaluable part of a successful planning process. Our market research lead, Jay Demma, prepared a similar study of commercial development for Owatonna in 2013.

Our community engagement includes traditional meetings and online materials, but also a series of focus groups. In our experience, a city needs to invite specific groups to share their ideas and concerns to get a full picture of the community.

In Owatonna, that might include the business community, downtown businesses and customers, the Hispanic community, the Somali community, young people, and those interested in parks and trails. The online materials will utilize StoryMaps which is a user-friendly scrolling web page to tell a story with maps, graphics, and text but also offers the chance to get input from online surveys. We will work with the City to design the engagement process and assemble a range of the community.

We reached out to Chamber of Commerce President, Brad Meier, who was interested in working with us to host a special business community meeting or join a Business After Hours. We also spoke with Lisa Cochran, MainStreet Director, who highlighted Downtown Thursday as a way to engage people and businesses downtown.

We spoke with Ethan Cords, Human Rights Commission chair, who agreed that the Hispanic and Somali communities were two main groups to engage. We also discussed setting up student classroom sessions with Todd Andrix, Owatonna High School's social studies teacher, who understood the importance of engaging young people and suggested these sessions as a good follow-up to the recent planning meetings for the new high school. Together, these efforts will provide an in-depth picture of the Owatonna community.

We look forward to working with you.

Sincerely,

STANTEC CONSULTING LTD.



Phil Carlson, AICP
Project Manager
612-712-2028
phil.carlson@stantec.com



Lauren Walburg, AICP
Deputy Project Manager
612-712-2071
lauren.walburg@stantec.com



Consulting Firm Background and Personnel

ABOUT STANTEC

We're active members of the communities we serve. That's why at Stantec, we always **design with community in mind.**

Since 1954, our local strength, knowledge, and relationships, coupled with world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative, personalized ways.

The Stantec community unites more than 26,000 employees working in over 400 locations across 6 continents.

We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

STANTEC'S URBAN PLACES

Stantec's Urban Places is home to our national urban planning, mobility, and design teams. We work together on forward-thinking projects for the communities and infrastructure of tomorrow across North America. We deliver services through our many local offices, pairing our local strengths with our industry-leading experts. This delivery structure is a comfort to clients who know us locally and invites new ideas and innovation to blossom with the inclusion of our broader resources.

As a specialized, multi-national practice of urban experts, we maintain the focus and responsiveness of a boutique firm within Stantec's broader network of 400 global offices and 26,000 professionals. As an industry-leading planning and design firm, we uniquely support our comprehensive planning and suburban retrofit approaches with unmatched in-house technical resources in supporting funding, public realm, infrastructure, resilience, and mobility related services.

Our Urban Places group produces innovative and achievable planning visions that create communities of great and lasting value for private and public stakeholders alike. We help communities revitalize mixed-use downtowns and neighborhood redevelopment areas through the lasting value of economic, community building, and environmental assets.

A clear understanding of market opportunities underlies our recommendations (the "achievable" element), and we employ rich visual imagery to help people understand their options and choose a path toward their City's future.

A well completed comprehensive plan leaves traditional ways of land use planning behind and instead, should be a guide for evolving your city in an equitable, age-friendly, safe, and healthy way.



Our projects provide robust community engagement, strong **visioning**, land use and design direction in areas of change, **innovative** mobility and resiliency considerations, and **creative** implementation strategies.

COMPREHENSIVE PLANNING

We have assembled a highly qualified and experienced team to prepare the Owatonna comprehensive plan. Our team includes staff with comprehensive planning experience across the country and right here in our own backyard.

We have played leadership roles in Onward Moorhead in Minnesota, the City of City of Cottage Grove Comprehensive Plan, and several more 2040 Comprehensive Plans in the Twin Cities metropolitan area.

We also work with communities on implementing their comprehensive plans in projects like:

- Small area planning in Mankato, Maple Grove, and Oakdale, MN
- Unified development ordinances and form-based codes in Burnsville, MN, Holly Springs, NC, and Valdez, AK
- Downtown and riverfront design standards in Fort Wayne, IN
- Planning and zoning services for several small cities in the region

KEY PERSONNEL

Our team identified in the organizational chart has extensive experience guiding and managing our planners, urban designers, architects, landscape architects, engineers, environmental specialists, and project managers on regenerative urban projects that facilitate economic growth, sustainable development, and smart growth in communities around the country.

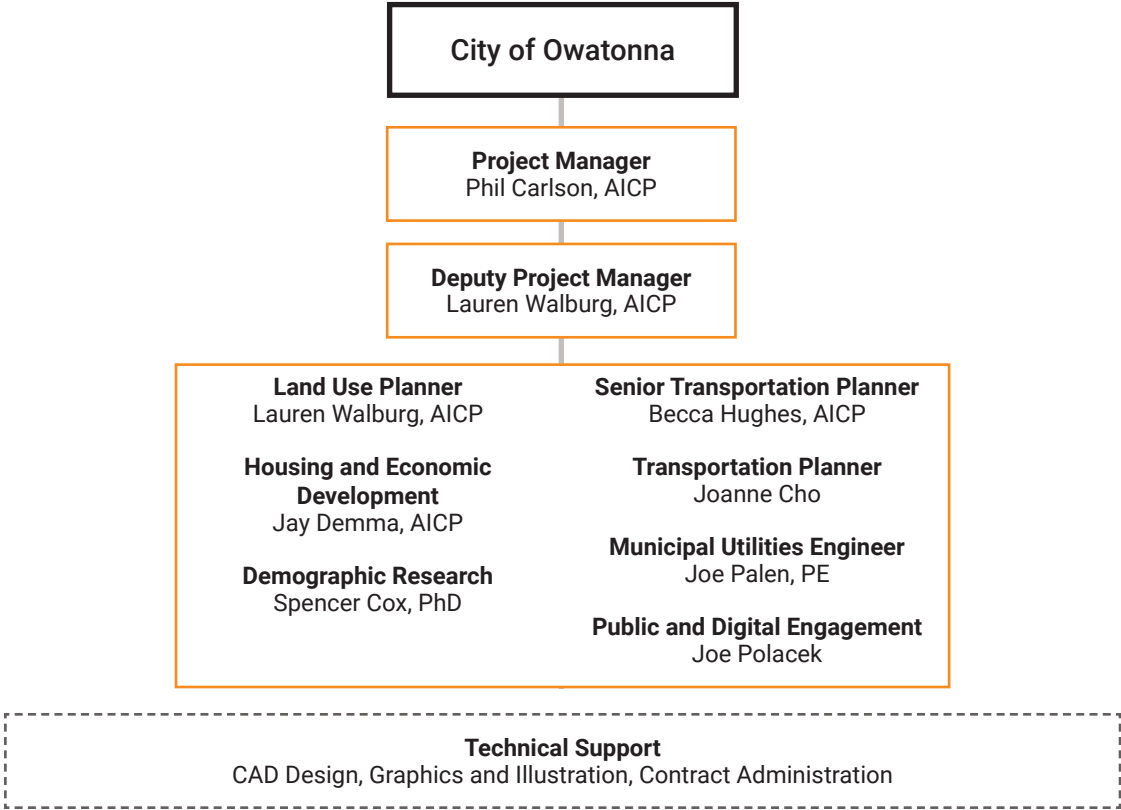
Each of our team members brings specific expertise to contribute to the success of your project. We provide a strong leadership structure to support an efficient and cohesive project delivery model. We are committed to helping you tell the story and create the right comprehensive plan for the Owatonna community.

Our team will work closely with the City and community of Owatonna to craft a comprehensive plan that will provide strategic direction for future planning and growth while integrating the City’s existing plans including the 2040 Transportation Plan, the Nero Sanitary Sewer Study, 2020 Parks and Trails System Master Plan, Downtown Master Plan, and Housing studies.

Bringing together our team of experts in mobility, resilience, public and stakeholder participation, real estate feasibility, planning and urban design, and mixed-use architecture, our team is uniquely positioned to provide the City with an innovative and creative plan from a cohesive, focused team.

We have included resumes for our key personnel in the following pages.

ORGANIZATIONAL CHART





PHIL CARLSON

AICP

Project Manager

Years of Experience

46

Education

Bachelor of Architecture,
University of Minnesota,
Minneapolis, Minnesota

Registrations

Certified Planner #05800, American
Institute of Certified Planners

Project Responsibilities

As the Project Manager, Phil will be overseeing all aspects of this project. Phil will also be responsible for maintaining strong communication occurs between the project team, the City, and all stakeholders.

Phil has been with the firm since 1976 and is involved in a wide variety of planning and design projects, including comprehensive plans, zoning studies, master plans, redevelopment projects, environmental reviews, and the design of residential, retail, office, mixed use and industrial projects. He is frequently called as an expert witness in land use and zoning cases.

RELEVANT PROJECT EXPERIENCE

Cottage Grove Comprehensive Plan | Cottage Grove, MN | Project Manager

Phil was the project manager for this comprehensive plan that prioritized resiliency, economic competitiveness, a strong mix of uses and housing types, parks for everyone, and mobility options beyond the car. A vision, as developed in an extensive process with City decision-makers and a steering committee, highlighted a direction of convenient access to urban amenities while enjoying a close-knit suburban community. Stantec guided a process that educated stakeholders on where Cottage Grove has been and where demographics will drive it, developed a community-wide vision and goals, analyzed market conditions, created new policies for active living and a mix of uses, and then applied this direction in focus areas.

Horace Comprehensive and Transportation Plan | Horace, ND | Urban Planner

Phil was the urban planner to help the community to develop a future land use plan, develop preferred options for recreation amenities, and enhance transportation connectivity. Because the city is experiencing significant developer interest, we accelerated completion of the updated future land use element. The planning team then went to work on the parks and recreation element and small areas plans.

Land Use and Transportation Plan Update | Minot, ND | Project Manager

Phil was the project manager the first update of Minot's comprehensive plan in 15 years. The project involved reviewing previous studies, providing projections of population, housing, and economic indicators. The process involved a local steering committee who reviewed ideas and information at key points in the process. The project also included facilitating community wide meetings with citizens and the local business community. The plan emphasized a revitalized downtown, enhancing greenway corridors, compact development, transportation improvements and expanded housing opportunities.

Comprehensive Planning | Various Locations in the Midwest

Phil has managed numerous comprehensive plans throughout the Upper Midwest. Among the communities he has helped plan in Minnesota are St. Cloud, Burnsville, Roseville, Blaine, Ramsey, Alexandria, Little Falls, Sauk Rapids, and many others. In North Dakota he led the Minot Land Use and Transportation Plan Update and is currently working with Mandan on a similar planning effort. In Iowa he prepared the Marshalltown Plan and assisted with the Newton Plan update. These efforts typically involve analyzing infrastructure studies, including water, sewer, transportation, and natural resources. His responsibilities include supervising all research, planning, report writing, and map preparation, as well as facilitating key meetings and presentations to the community, task forces, Planning Commission, and City Council.



LAUREN WALBURG

AICP

Deputy Project Manager and Land Use Planner

Years of Experience

3

Education

Masters of Urban and Regional Planning, University of Minnesota, Minneapolis, Minnesota

Bachelor of Arts, Environmental Studies and Spanish, College of St. Benedict, St. Joseph, Minnesota

Registrations

Certified Planner, American Institute of Certified Planners

Project Responsibilities

Assistant project manager, research, writing, and community engagement

Lauren is experienced in comprehensive planning, zoning and municipal planning, environmental planning, community engagement, research and analysis, and report writing. She has experience researching and writing land use reports and presenting to planning commission and city council. Lauren has served as assistant project manager on several long-range planning projects and is skilled in quickly understanding and synthesizing context and information. Her experience working in Midwest communities of all sizes prepares her well to respond to the needs and desires of the community with a focus on the implementation strategies that will help the community achieve its goals.

RELEVANT PROJECT EXPERIENCE

Moorhead Comprehensive Plan | Moorhead, MN | Deputy Project Manager

As Deputy Project Manager, Lauren evaluated existing conditions and paired that with best practices and innovative trends moving into the future. She led internal teams to develop a background report, land use and community design analysis, topical plan chapters, and engagement activities and material. Her work led to a strong vision for the future and goals for land use, mobility, economic competitiveness, resiliency, parks, and arts and culture.

Cottage Grove Comprehensive Plan | Cottage Grove, MN | Urban Planner

Lauren was the urban planner for this comprehensive plan that prioritized resiliency, economic competitiveness, a strong mix of uses and housing types, parks for everyone, and mobility options beyond the car. A vision, as developed in an extensive process with City decision-makers and a steering committee, highlighted a direction of convenient access to urban amenities while enjoying a close-knit suburban community.

Mankato Area-Wide Plan | Mankato, MN | Land Use Planner

Lauren was responsible for conducting market research, community engagement and creating redevelopment options based on access changes and market context. Lauren delivered a plan which assists the City in advocating for development friendly roadway configuration and other small and large-scale planning options for the area.

Jefferson Quarry Redevelopment Master Plan | Mankato, MN | Deputy Project Manager

Stantec's planning team conducted a technical analysis to understand site conditions relevant to redevelopment and researched market conditions that bear on a range of development types and formats. The market analysis was focused primarily on the potential for various types of housing and retail development.

Economic Development Strategic Plan | Washington County, MN | Urban Planner

The Washington County Community Development Agency wanted an update to their economic development strategic plan. Lauren was responsible for compiling information from a steering committee and County staff to write a strategic plan that sets specific and implementable goals and deliverables for the agency over the next few years.



JAY DEMMA

AICP

Housing and Economic Development

Years of Experience

27

Education

Master of Urban and Regional Planning, University of Minnesota, Minneapolis, Minnesota

Bachelor of Science Geography, University of Minnesota, Minneapolis, Minnesota

Registrations

Certified Planner, American Institute of Certified Planners

Project Responsibilities

Lead market researcher, demographics, and analysis

Jay has a background in demographic and economic analysis, and has held a variety of staff and executive positions at leading research firms in the Twin Cities and Philadelphia. At Stantec, Jay co-leads the Economic Development team. He has worked on hundreds of research and consulting assignments throughout the United States, providing research expertise on virtually all land use types, especially housing, commercial/mixed-use, and urban redevelopment.

RELEVANT PROJECT EXPERIENCE

Owatonna Retail Market Study | Owatonna, MN | Project Manager and Lead Researcher

Jay was the project manager and lead researcher for this study, which examined all of the retail districts in the City to determine their market niche, stability, and potential for growth. Detailed data on retail occupancies, business mix, spending patterns, and demographic trends were used to draw conclusions and develop tailored recommendations.

Journey to 2040: Comprehensive Plan* | Faribault, MN | Project Manager

Jay was the project manager for a multi-plan effort to concurrently create a citywide Comprehensive Plan, a Downtown Master Plan, and a citywide Parks, Trails and Open Space Plan. Jay worked closely with a comprehensive plan committee to identify key areas for expansion, strategic redevelopment districts, and an overhaul to the city's future land use categories.

2040 Comprehensive Plan* | Brooklyn Center, MN | Housing and Economic Development Lead

Jay led the housing and economic competitiveness components of an update to Brooklyn Center's comprehensive plan. Adjacent to the City of Minneapolis, Brooklyn Center experienced a significant shift in demographics during the 1990s and 2000s.

In order to help community residents and stakeholders make informed decisions, Jay's analyses helped community members understand the underlying demographic and economic forces driving this shift. Strategic research focused on key demographic and market trends that helped the community develop policies that will guide growth for maximum public benefit.

Bottineau Corridor Housing Gaps Analysis and Zoning Study | Hennepin County, MN | Project Manager and Lead Analyst

Jay led a housing gaps analysis for 11 transit-oriented neighborhoods in five cities. Central to the housing analysis was a rigorous evaluation of existing supply and demand, coupled with significant community input regarding current and needs. Findings from the housing analysis were then incorporated into new transit-oriented zoning codes tailored to each city.

Comprehensive Housing Studies | Various Locations, MN | Lead Housing Analyst

Jay has conducted numerous comprehensive housing studies for cities, counties, and housing and redevelopment authorities. These studies include a thorough analysis of the socio-economic make-up of communities to identify critical gaps in the supply of housing.

** denotes projects completed with other firms*



BECCA HUGHES

AICP
Senior Transportation Planner

Years of Experience
20

Education
Master of Public Affairs Transportation Planning, University of Minnesota, Minneapolis, Minnesota

Bachelor of Science Land Use Planning, University of Wisconsin, Stevens Point, Wisconsin

Registrations
Certified Planner, American Institute of Certified Planners

Project Responsibilities
Lead transportation planner

Becca has more than 20 years of professional experience in the public sector. She most recently worked as a transportation planner and urban planner for the City of Minneapolis. Becca was a project manager on several major capital initiatives including bicycle, pedestrian, transit, LRT and street reconstruction projects. These projects prioritized the Transportation Action Plan, Complete Streets Policy, Climate Action Plan and Vision Zero Action Plan. She has further designed, lead and coordinated communication and public engagement on transportation projects with stakeholders throughout the design and implementation process. Becca brings a unique perspective to the team given her recent experience working for the City of Minneapolis where equity has directly impacted nearly all facets of decision-making including transportation planning. Becca further managed transportation studies, cooperative projects, program coordination and policy work.

RELEVANT PROJECT EXPERIENCE

Minneapolis 2040 Plan and Transportation Action Plan* | Minneapolis, MN | Project Manager
Created content for the City’s Minneapolis 2040 Plan pertaining to Transportation as well as the City’s 10-year Transportation Action Plan (TAP). Led and created the City’s first transit topic in the TAP and was responsible for public engagement. The TAP established a citywide vision for transit as well as identified actions to achieve climate, sustainability and mode split goals.

Hennepin Avenue South Reconstruction* | Minneapolis, MN | Project Manager
Becca was the project manager for the Hennepin Avenue South Reconstruction Project in Uptown. Becca secured federal funds for this \$35 million urban reconstruction project and led all project design and community engagement for the project. The project was the first major reconstruction undertaken by the City following adoption of several policy objectives. The constrained right-of-way required clear articulation of tradeoffs with numerous stakeholder groups. The project was politically charged and received significant media attention.

METRO Blue Line Extension LRT* | Minneapolis, MN | Project Manager
Becca was the City Project Manager for the METRO Blue Line Extension LRT project, a \$1.5 billion project connecting Minneapolis with the region’s northwest communities. Becca managed and led all design and coordination efforts on behalf of the City of Minneapolis for the former alignment this included station area planning, design details and connectivity studies. She also worked on the realignment through North Minneapolis, identifying a preferred route on the West Broadway corridor.

Dedicated Bus Lane Projects* | Minneapolis, MN | Project Manager
Becca was the project manager working in partnership with Metro Transit to deliver dedicated bus lanes and other transit advantage components on specific segments of high-frequency transit corridors within the City of Minneapolis. She collaborated on segment identification, design and was responsible for all implementation elements.

** denotes projects completed with other firms*



JOANNE CHO

Transportation Planner

Years of Experience

6

Education

Master of Urban and Regional Planning, University of Minnesota - Twin Cities, Minneapolis, Minnesota,

Master of Science in Civil Engineering, University of Minnesota - Twin Cities, Minneapolis, Minnesota

Bachelor of Arts, Beloit College, Beloit, Wisconsin

Project Responsibilities

Transportation planner and community engagement

Joanne has successfully assisted in developing and delivering multiple long-range transportation plans and studies that consisted of developing bicycle-pedestrian plans, comprehensive plans, roadway functional classification and jurisdiction studies, state-aid mileage request reports, transit plans, and land use plans with a focus on transportation related goals and policies. As a lead transportation planner on multiple projects, she has led overall efforts to collect and document existing and planned conditions, develop various resource and issues maps, conduct stakeholder meetings (i.e., in-person and virtual open houses, agency meetings, charrette sessions, etc.), and complete multipart alternatives’ evaluation processes.

RELEVANT PROJECT EXPERIENCE

City of Princeton Transportation Plan* | Princeton, MN | Transportation Planner

Joanne was the lead transportation planner gathering information and developing the transportation plan for the city. She developed an evaluation criteria matrix and assisted the city in identifying a range of city streets that may be good MSA route candidates, identifying gaps within the existing bicycle network within city boundaries, and developing a set of recommendations and an implementation plan. The plan was adopted by the Princeton City Council.

Cologne Area Transportation Study* | Carver County, MN | Transportation Planner

Joanne was the main transportation planner support for the project evaluating and documenting existing and future conditions –roadways, land use, demographics, SEE (social, economic, and environmental) resources, multimodal facilities, etc. She led and coordinated the development of open house and charrette materials while delivering technical information to the public and other stakeholders involved in the project.

City of Melrose Bicycle and Pedestrian Master Plan* | Melrose, MN | Transportation Planning Intern

The City of Melrose received funding through the Statewide Health Improvement Partnership (SHIP) to develop a master bicycle and pedestrian plan. Joanne reviewed existing plans, mapped bike/ped facilities, analyzed data collected from community engagements, and ultimately assisted in developing a bicycle and pedestrian transportation network. She contributed to the final Bicycle and Pedestrian Master Plan by creating maps and developing a set of recommendations and best practices for the city to implement for its future bicycle and pedestrian facilities.

Washington County Jurisdictional Study (Phase I and II)* | Washington County, MN | Transportation Planner

Joanne was one of the two main transportation planners replicating the roadway jurisdiction and functional classification evaluation process to identify potential turnback roadways and CSAH revocation or designation. Additionally, she prepared the final report, maps, and State Aid forms for the mileage request submittal to State Aid and the County Screen Board.

** denotes projects completed with other firms*



JOE PALEN

PE

Municipal Utilities Engineer

Years of Experience
26
Education
Bachelor of Science, Civil Engineering, University of Minnesota, Minneapolis, Minnesota
Registrations
Professional Engineer #41627, State of Minnesota
Project Responsibilities
Public infrastructure review and analysis

Joe joined Stantec in 1996 and currently serves as a Client Service Manager in the firm’s Rochester office. Joe is experienced in large multidiscipline projects involving public and private utilities, stormwater drainage improvements, and street reconstruction projects. His main responsibilities for these projects include project utility and roadway design, oversight of plan and specification preparation, and communications with city staff, agencies, and public stakeholders.

RELEVANT PROJECT EXPERIENCE

Flood Mitigation Improvements | Owatonna, MN | Project Manager and Designer

Joe served as the project manager for the flood mitigation projects and he and his design team completed extensive hydrologic/hydraulic using HydroCAD and XP-SWMM to model the existing watersheds and identify causes for the flood damage. Joe’s design team developed and modeled a combination of stormwater detention ponds, increased conveyance capacity, and watershed diversion techniques to mitigate the potential for future floodings. Joe worked closely with the design team to engineer solutions that were innovative, effective and appealing to the community and City Leaders. In addition, Joe met regularly with the City Engineer and Administrator to review flood mitigation options, address public comments and concerns. Joe also presented the results of Stantec’s analysis to a large audience of flood impacted stakeholders with many questions and concerns.

Old TH 14/Elm Avenue Reconstruction | Waseca, MN | Project Manager

Joe served as project manager and was heavily involved in the utility design process for the reconstruction of Old TH 14 through the heart of Waseca. The project included the reconstruction of 3.35 miles of roadway with concrete pavement, median, street lights, directional bike lanes, sidewalk, bituminous pathway and over 100 pedestrian ramps.

Utility improvements included the construction of nearly 8 miles of sanitary sewer (8” to 27” diameter), watermain 8” to 16” diameter) and storm sewer (12” to 60” diameter) requiring construction via pipe reaming, directional drilling, jacking and open cut - restricted trench installation. The project was further complicated with state and federal funding sources, contaminated soils, extensive construction access constrains associated with the adjacent lakes, deep utility construction, 20 intersection streets, 50 businesses, 90 homes, two churches, two schools and multiple resorts/campgrounds along the project corridor.

Low Impact Development Stormwater Improvements | Various Locations, MN | Project Manager

- Joe has completed numerous innovative stormwater BMP design and construction projects. Examples include:
- Buecksler Park Sediment Basin and Filtration Pond, Owatonna
 - Grandeville Infiltration Trench, Rochester
 - Downtown Owatonna Porous Alley Pavements, Owatonna
 - Mosher Avenue Biofiltration Basin, Owatonna
 - Eagles Basin 100-Year Storm Infiltration Basin, Wabasha
 - SE Owatonna Bioswale and Rain Garden Improvements, Owatonna
 - Stormwater Quality Structure and Infiltration Trench, Elba



JOE POLACEK

Digital Engagement

Years of Experience

5

Education

Master of Urban and Regional Planning, University of Minnesota, Minneapolis, Minnesota

Bachelor of Design in Architecture, University of Minnesota, Minneapolis, Minnesota

Metropolitan Design Certificate, University of Minnesota, Minneapolis, Minnesota

Project Responsibilities

Develop web content, story map, graphics, surveys, and community engagement

Joe is experienced in urban design, site design, and small area plans. He specializes in communicating complex issues and soliciting feedback in ways that are easy to understand so that more people can help shape their environments.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update | Moorhead, MN | Graphic Design/Digital Engagement

Joe organized a series of small events to bring a planning workshop out into the field, while simultaneously creating web applications to facilitate similar engagement within a self-directed virtual environment. Joe created “walkshop” packets that made engaging on critical questions easy on participants as they met at key locations throughout the city. Joe created a website that included attractive and concise project information with customized web applications that pulled users to key locations throughout the city to leave place-based comments answering the same critical questions as the workshops.

Downtown Master Plan | Moorhead, MN | Graphic Design/Online Engagement

Joe built and branded a project website, online surveys, and engagement materials to get at the heart of how residents’ wanted to shape downtown moving forward. Joe built a tabletop model of a proposed underpass to empower community members to envision land use and roadway possibilities, and created custom on-the-go workshop packets to bring interactive engagement to project sites.

Minnehaha Creek Watershed District Outreach Services | Minnetonka, MN | Graphic Design/Online Engagement

Joe produced an short packet that concisely summarized an in-depth paper, including custom illustrations that

communicated the most salient points in a way that was easy to understand. Joe became a point-person for the District to rely on in producing infographics for presentations to their Board and for making quick edits to the District’s website.

Lyndale Avenue Suburban Retrofit Strategy | Bloomington, MN | Urban Designer

Joe retrofitted a vacant storefront for a design charette, filling it with games, activities, previous work, and massive maps to critique and guide work moving forward in a fun and interactive way. Working with a public artist, Joe created games for staff to bring engagement to schools and places of work on their own. In the end, he compiled hundreds of responses from meetings and activities that synthesized sentiments and served as a foundation for the remainder of the project.

MnDOT TH 43 Reconstruction | Winona, MN | Engagement

Joe wrote and executed an engagement plan to support the Minnesota Department of Transportation in reconstructing a major corridor through a developing portion of town. Using a wide variety of strategies—both digital and physical—Joe connected with drivers, walkers, and bikers alike. He developed activities and hosted pop-up events, including walk-and bike-audits that brought public officials and community members together to discuss existing conditions from varied positions. Joe also ran social-media campaigns to increase project visibility and receive public comment through highly accessible platforms.



SPENCER COX

PhD

Demographic Research

Years of Experience

7

Education

PhD, University of Minnesota/
Department of Geography,
Environment and Society, Twin Cities,
Minnesota

Bachelor of Arts, Economics and
Environmental Studies, Middlebury
College, Middlebury, Vermont

Project Responsibilities

Demographics research and analysis
and market research support

Spencer applies methodological techniques in big data analysis, interactive data visualization, financial/economic modeling, and data-driven storytelling to generate insights for urban planners, real estate developers, and economic development teams. He holds a PhD in urban and economic geography from the University of Minnesota.

RELEVANT PROJECT EXPERIENCE

NKADD Housing Gap Analysis | Northern Kentucky | Housing Data Analyst

Worked with team to develop novel methodologies to clean, analyze, and visualize complex housing and demographic data. Leveraged statistical models of real-time rents to produce a rent and bedroom size estimate for the designated study region. Created interactive data visualizations and data dashboards for client. Automated housing gap methodologies using Python scripting, increasing analytical efficiency.

MPO Housing Gap Analysis | Indianapolis, IN | Housing Data Scientist

Applied innovative methodologies to predict real-time housing supply and demand by housing tenure, income, and housing cost using big-data analytic techniques. Communicated housing gap information through interactive visualizations that give deep insight into real-time housing needs. This analysis is central to providing a snapshot of the current housing market that goes beyond public surveys.

Wall Street Neighbors* | Minneapolis, MN | Housing Data Scientist

Using individual parcel data for the Twin Cities region, Spencer created a unique analysis that identified corporate investment into single-family housing. Through visualizing single-family housing acquisition by corporate investors, Spencer uncovered shifting spatial patterns of capital investment after the Great Recession, the years prior to the Covid-19 pandemic, and the emerging era post-pandemic. With an eye towards housing equity, Spencer modeled the spatial correlation in new patterns of investment and historic racial, economic, and ethnic inequalities in the Twin Cities region.

** denotes projects completed with other firms*



Scope of Services and Approach

03

PROPOSED METHODOLOGY AND APPROACH

This is your community. City staff, decision makers, business owners, and residents work every day on the details that help it thrive.

We believe you want to use this plan as an opportunity to better connect to the voices in your community so they can direct their own future.

This bold goal will require a team that knows you and your community well, but also has a depth of experience in contemporary and innovative comprehensive planning to continue driving toward a strong Owatonna.

A comprehensive plan is a valuable and useful tool for a city, particularly when it is done right. While broad in nature, it does not have to be a document that is everything to everyone and therefore guides nothing.

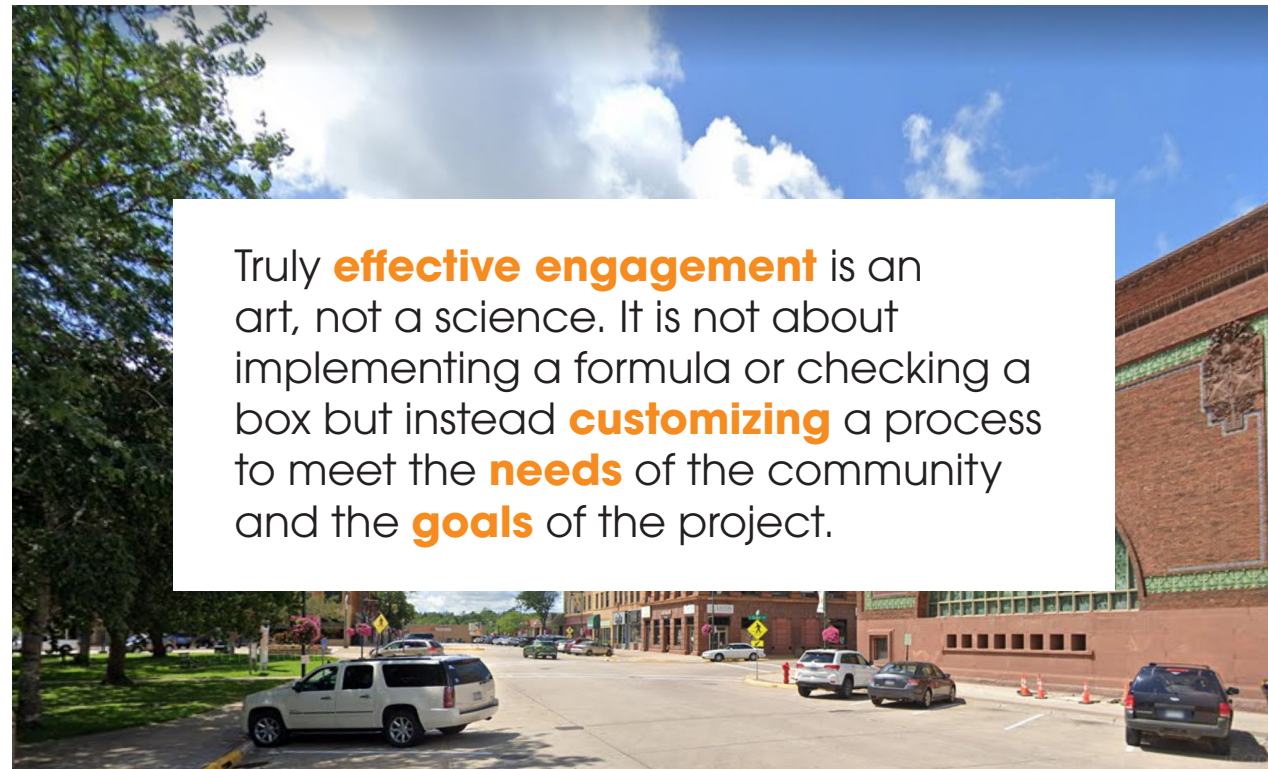
The Stantec team has extensive professional knowledge and connections to cities like Owatonna, and we also have a critical knowledge base of drafting and then implementing comprehensive plans as City staff ourselves.

From our standpoint, your updated comprehensive plan will need to accomplish these elements:

- Conduct thorough existing conditions analysis so the City, and the public, can understand where we are before deciding where we are heading.
- Include current trends and best practices but also be flexible to be modified to account for future changes.
- Involve a broad range of stakeholders in the process, particularly those who will be most impacted in the future by the decisions of today.
- Design an engagement process that is relatable to an individual's daily life and personal aspirations.
- Create a vision that gets people excited while setting achievable and actionable recommendations.
- Draft policies specific enough for neighborhoods to rally around while giving City staff and decision makers flexibility.

Engaging

Truly effective engagement is an art, not a science. It is not about implementing a formula or checking a box but instead customizing a process to meet the needs of the community and the goals of the project.



The Stantec team has extensive experience in working with stakeholders to build consensus around complicated issues and divergent perspectives. It takes thoughtful planning, transparent decision-making, steady consensus-building, and tangible outcomes.

Leading with Engagement, Not Following.

Through our past experiences, we have learned that public engagement must be meaningful and focused on enriching the planning process in order for recommendations to be valuable to the project and the public. Our engagement approach, as well as our proactive stance, will aid in engaging with different segments of the public successfully.

A key part of our engagement strategy is a “no jargon” philosophy. We will use graphics to translate complex ideas and the design process in every phase of the project. This might include videos of key areas of the City, on-the-street interviews, field trips or walking workshops for stakeholders.

We want to work with the City to develop an overarching engagement process that makes strategic use of traditional, targeted, innovative, and online outreach tools and methods to reach a broad and inclusive audience.

While we have proposed initial ideas as part of our scope, we want to work with you to develop a specific engagement strategy that furthers your goals in four ways:

Traditional: These are conventional methods that most planning processes already use. Examples we can use include public meetings, check-ins with the Planning Commission and City Council, newsletters, and info-blasts.

Targeted: This outreach will be to specific groups that may not otherwise participate in the planning process. Groups that may require targeted outreach could include immigrants, non-native English speakers, students/youth, seniors, families, the business community, and renters. Examples of targeted outreach we can use include focus groups, piggybacking on other meetings or gatherings, and offering a partnership stipend to other organizations to engage hard-to-reach populations.

For Owatonna's comprehensive plan, we initially suggest this targeted engagement includes the business community, downtown, the Hispanic community, the Somali community, high school students, and people interested in parks and trails.

Innovative: These are creative and unconventional outreach methods to help collect information, increase awareness of the planning process, and boost participation. Examples we can use may be charrettes, pop-up events, photo inventories and stories, demonstration projects, and community celebrations. Creative input opportunities—such as Six-Word Stories, drawing exercises, and kids' activities—can and should also be incorporated into public meetings.



Online: Internet-based outreach can help increase awareness and participation while helping to reach people who may not otherwise participate. Examples we may use include a project website, social media, and interactive engagement tools like surveys, polls, and StoryMaps.



Scan the QR code to view an example StoryMap for a current planning project in the City of Oakdale.

We propose creating an “online equivalent” for key public meetings in the planning process as a way for people who did not attend the meeting to not only review materials but also provide input comparable to the opportunity that was afforded to meeting attendees. The online engagement for this comprehensive plan will build on other City initiatives, such as Engage Owatonna.

Implementable

We believe it is important for the comprehensive plan to set a strong future vision with the community but also be focused on long-range, action-oriented steps.

We believe in planning for implementation. That means identifying actions and initiatives that are both aspirational and achievable while using the planning process to set the stage for implementation. We do this by bringing real-world context into parts of the analysis and engagement. We pair recommended actions with clear implementation strategies and timelines—bringing prospective implementation leaders into the planning process so that they can refine the action strategies and understand the role they play in bringing plan objectives to fruition.

Our approach to prioritizing feasibility and implementation considerations includes the following:

Development insights: We will build on our understanding of the Owatonna development context by going beyond traditional market research approaches by adding structured conversations with developers and real estate professionals familiar with Owatonna or similar markets.

This gives us a deeper understanding of Owatonna's development opportunities, its locational strengths and weakness, and the likely public sector role in fostering new development.

Implementation Workshop: To help make the handoff from plan to implementation, we will convene a workshop for people, usually City staff, who will play a leadership role in implementing various aspects of the plans. We invite them to think through various parts of the comprehensive plan, identifying potential challenges that will be faced in implementing the project and brainstorming approaches to surmounting those challenges. Participants will discuss the roles that different parties might play in implementation, and the first steps that could be taken.

Process-Oriented

A thorough and effective scope is not just a set of tasks—it is a process that builds on itself through a cycle of analysis and feedback. We ask critical questions of decision makers and the public to provide valuable information—raising their level of understanding of the issues we need their input on. We then document that feedback, analyze what it's telling us, and then apply it to the next phase of analysis. We will check in with City staff weekly with updates and share the process's successes and opportunities.

Stantec's approach to updating the Owatonna comprehensive plan will follow a proven process enlivened with innovative elements to make it more design and action-focused than a traditional comprehensive plan.

The update will progress from gathering and analyzing information to visioning and goal setting to testing alternatives, drafting the comprehensive plan, and engaging the community and stakeholders at key points along the way.

The process will unfold in four general phases:

PHASE 1 FOUNDATION

The first phase will lay the foundation of information and analysis for the comprehensive plan update. We will begin by meeting with City staff and the Planning Commission to introduce the process as well as the engagement facilitated during the process. The phase will end with a review by the Planning Commission and a check-in with the City Council on the Background Report.

PHASE 2 VISION AND GOALS

The second phase will build on the information from the first phase and develop a vision and goals for the comprehensive plan. The heart of this phase is a series of engagement activities involving several focus groups, community meetings, and online engagement aimed at understanding the issues and concerns of Owatonna residents.

PHASE 3 PLAN ELEMENTS

The third phase will develop the various elements of the plan in text, maps, and graphics. The starting point will be the current 2006 Development Plan, updating and filling out information on the elements, or chapters, identified in the Scope. The focus will be on preparing clear, succinct, and appropriate plans and policies directed at the important issues Owatonna needs to address.

PHASE 4 FINAL PLAN

The fourth phase will finalize the comprehensive plan for review and adoption by the City.

SCOPE OF WORK

PHASE 1: FOUNDATION

1.1 PUBLIC ENGAGEMENT PLAN

Stantec will prepare a public engagement plan for discussion with City staff. The plan will include various forms of engagement, including traditional, targeted, innovative, and online formats. Suggested engagements are included in this proposal, but we are open to revising the plan based on discussion with City staff.

1.2 CITY STAFF MEETING 1 – INITIATION

Stantec will meet remotely with City staff to initiate the planning process by discussing the schedule, roles and responsibilities, and expectations for the comprehensive plan update.

1.3 PLANNING COMMISSION MEETING 1 – INITIATION

Stantec will meet in person with the Planning Commission to introduce the team, discuss the process, schedule, roles and responsibilities, and answer questions about the comprehensive plan update.



HOW STANTEC ENGAGES YOUR COMMUNITY

Keeping projects moving forward through virtual public engagement



1.4 MAPPING

Stantec will assemble available mapping for use in the comprehensive plan. We assume that parcel-based GIS mapping data is available. If new maps need to be created, this will be an additional service.

1.5 ANALYZE EXISTING CONDITIONS

Stantec will assemble existing conditions background data on the various elements of the plan including:

- Land Use
- Transportation
- Parks, Trails, and Recreation
- Housing
- Economic Development
- Downtown Owatonna
- Community Design Standards
- City Water, Sewer, and Stormwater Systems
- Environment, Natural Resources, and Sustainability



We will rely on readily available data, including previous City studies and plans.

1.6 DEMOGRAPHICS

Stantec will gather and analyze demographic information pertinent to the comprehensive plan update, including population and household characteristics and other typical demographic data including but not limited to the data in the current Development Plan.

We have developed an automated data retrieval program to gather and organize demographic data, saving time and money in this part of the analysis.

1.7 MARKET STUDY

Stantec proposes to conduct a market overview in conjunction with the demographic analysis. The purpose of the overview is to provide decision-makers, the public, and stakeholders greater insight into how current and future market trends will impact various districts and systems within the City. We believe that a strong base of market knowledge is vital for setting achievable goals.

The objectives of the market overview are to assemble and analyze property and market information in Owatonna and develop forecasts on the timing and scale of residential, commercial, and industrial development in the city.

Specific tasks associated with the market overview include the following:

- Meet remotely with City staff to discuss assumptions and expectations of the study.
- Assess market demand indicators and development trends utilizing CoStar, a subscriber-based clearinghouse of data and information on commercial properties and associated market analytics.
- Analyze recent building permit data regarding the type and volume of single-family construction.
- Interview local developers, real estate brokers, and others familiar with Owatonna's real estate dynamics to understand their perceptions and experience with market demand for residential, commercial, and industrial development.
- Prepare a summary memo or presentation documenting research findings and key takeaways.
- Review findings remotely with City staff.
- Present results of the market overview at public meeting(s) in the planning process.

1.8 PREPARE BACKGROUND REPORT.

Stantec will prepare a Background Report of the data and analysis described above to serve as the foundation for discussion in the next phases of the comprehensive plan.

1.9 CITY STAFF MEETING 2 – BACKGROUND.

Stantec will meet remotely with City staff to review the Background Report before sharing it with the Planning Commission, City Council, and online.

1.10 PLANNING COMMISSION MEETING 2 – BACKGROUND

Stantec will meet with the Planning Commission to review the Background Report and facilitate a discussion of the vision and goals for the comprehensive plan update.



Our team worked with the City of Hammond, IN to project local housing demand over the next five years and then develop a master plan that incorporates the resultant redevelopment into the downtown context as a primary revitalization mechanism. The plan included strategies to overcome development feasibility challenges through adaptive reuse, creative parking management, infill affordable housing, and public-private partnerships.

1.11 WEBSITE MATERIALS

Stantec will prepare materials for posting on the City's website based on the Background Report, including a StoryMap, condensed text, and survey for online users.

1.12 PROJECT MANAGEMENT

This task includes ongoing communication and coordination with Stantec staff and City staff on the project.

PHASE 2: VISION AND GOALS

The results of each engagement activity will help develop the vision and goals for the comprehensive plan.

2.1 CITY STAFF MEETING 3 – ENGAGEMENT

Stantec will review the planned engagement activities in a remote meeting with City staff, to confirm schedules, arrangements, and coordinate details.

2.2 FOCUS GROUP 1 – STUDENTS

Stantec will meet with up to three high school classes to facilitate an issues exercise with students similar to engagement with other stakeholder groups and summarize the results.

2.3 FOCUS GROUP 2 – BUSINESS

Stantec will facilitate a round table discussion with representatives of the business community, coordinated through the Owatonna Chamber of Commerce, to discuss issues and concerns related to business and development in Owatonna.

2.4 FOCUS GROUP 3 – PARKS AND TRAILS

Stantec will facilitate a round table discussion on parks and trails issues, coordinated through the Park Board, to discuss issues and concerns related to parks, trails, and recreation.

2.5 FOCUS GROUP 4 – HISPANIC

Stantec will organize and facilitate a focus group discussion with representatives of the Hispanic community, to discuss issues and concerns of particular importance to that community.

2.6 FOCUS GROUP 5 – SOMALI

Stantec will organize and facilitate a focus group discussion with representatives of the Somali community, to discuss issues and concerns of particular importance to that community.

Únase a nosotros para un taller de caminata:

Taller de caminata

Caminata al aire libre de una milla (1 hora)

Únase a sus vecinos para una caminata inmersiva para identificar cómo se pueden mejorar las calles y los sitios para los residentes existentes y futuros. ¿Qué hará que estas comunidades sean verdaderamente completas?

Lado Este

martes 6 de dic. - 12:00pm

Reuniremos en: Cortland Galleria Apartments 13465 Inwood Rd.

Otros Talleres:

Visite el sitio web para obtener más información

Para obtener más información y formas adicionales de participar:

farmersbranchtx.gov/cityvision

FARMERS BRANCH
PLAN INTEGRAL

Habitable, Inclusivo, Vibrante

Necesitamos saber cómo orientar las inversiones y crear lugares más habitables. ¡Su aporte tendrá un impacto directo en el futuro de su ciudad!

Example promotional postcard from Farmers Branch, Texas comprehensive plan geared toward Spanish speakers.



2.7 FOCUS GROUP 6 – COMMUNITY TBD

Stantec will facilitate a community meeting with members of the larger Owatonna community in a format to be decided in discussion with City staff, to discuss issues and concerns in Owatonna generally.

2.8 COMMUNITY MEETING 1 – DOWNTOWN THURSDAY

Stantec will organize a pop-up event at a Downtown Thursday event to engage attendees, share information from the Background Report and solicit input of their issues and concerns about downtown Owatonna.

2.9 WEBSITE MATERIALS

Stantec will prepare materials for posting on the City website in a StoryMap format based on the focus groups and community meetings and solicit input on vision and goals.

2.10 SUMMARIZE ENGAGEMENT

Stantec will summarize the activities and input from the focus groups, community meetings, and online input to share with City staff and help develop the plan's vision and goals.

2.11 PREPARE DRAFT GOALS

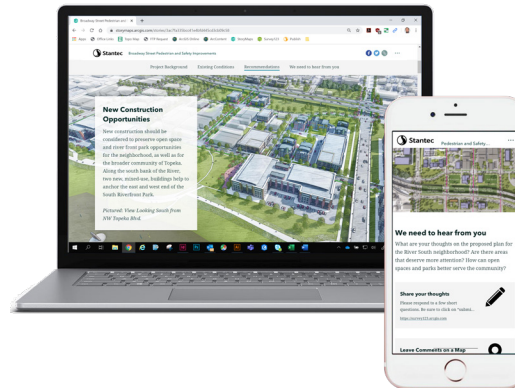
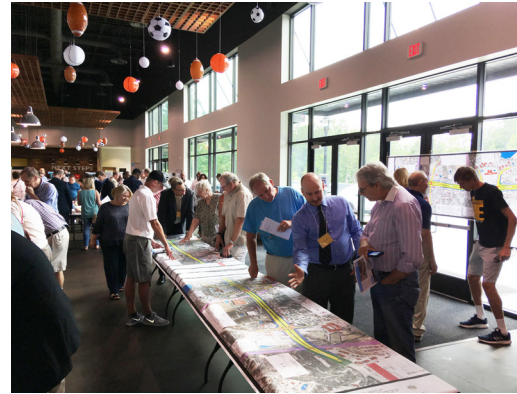
Based on the background information and analysis, and the focus groups and community input, Stantec will prepare a draft vision and set of goals for discussion with City staff, the Planning Commission, and the City Council.

2.12 CITY STAFF 4 – VISION AND GOALS

Stantec will review and discuss the draft vision and goals in a remote meeting with City staff, before sharing these with the Planning Commission, City Council, and online.

2.13 PLANNING COMMISSION MEETING 3 – VISION AND GOALS

Stantec will facilitate a meeting of the Planning Commission to refine and confirm the draft vision and goals.



ONWARD MOORHEAD
THE CITY'S COMPREHENSIVE PLAN
 Scan the QR code to view a
 StoryMap example.

2.14 CITY COUNCIL MEETING 1 – VISION AND GOALS

Stantec will facilitate a workshop meeting of the City Council to refine and confirm the vision and goals for the comprehensive plan.

2.15 REVISE VISION AND GOALS

Stantec will revise the vision and goals based on the input from the previous discussions.

2.16 PROJECT MANAGEMENT

This task includes ongoing communication and coordination with Stantec staff and City staff on the project.

PHASE 3: PLAN ELEMENTS

3.1 LAND USE

Stantec will prepare maps and text for the Land Use element, including the goals developed in Phase 2. The maps will include existing land use, based on information to be provided by the City, and a draft Future Land Use Plan, based on the input and discussion in this process. This element will also include suggested areas for growth and redevelopment in discussion with City staff.

3.2 TRANSPORTATION

Stantec will provide an updated transportation element with text updating the current Development Plan, goals from the previous phase, and an updated transportation plan map. Based on the previous input we will provide recommendations on issues related to the transportation system serving Owatonna, taking into account the land use, development, redevelopment, housing, and economic development assumptions in the comprehensive plan.

3.3 PARKS, TRAILS AND RECREATION

Stantec will prepare a Parks, Trails, and Recreation element updating the section in the current Development Plan, including goals developed in the previous phase. We will rely on available information from the Park Board and City staff for a current list of the park facilities in the City, and provide recommendations derived from the discussion and feedback in Phases 1 and 2.

3.4 HOUSING

Stantec will prepare a housing element, providing data and recommendations for current and future housing needs in Owatonna. Our recommendations will be based on the findings of the Market Study prepared in Phase 1 and the goals developed in Phase 2.

3.5 ECONOMIC DEVELOPMENT

Stantec will prepare an economic development element, providing data and recommendations for key economic development opportunities for Owatonna. Our recommendations will be based on the findings of the Market Study prepared in Phase 1 and the goals developed in Phase 2.

3.6 DOWNTOWN

Stantec will prepare a downtown element, focusing on the needs and opportunities for downtown Owatonna, based on the data from Phase 1 and input from the engagement activities in Phase 2. We will consult with the Chamber of Commerce, including MainStreet staff, to include key recommendations for maintaining and improving the health and success of downtown Owatonna. Our participation in a Downtown Thursday event will contribute to this element.

3.7 COMMUNITY DESIGN

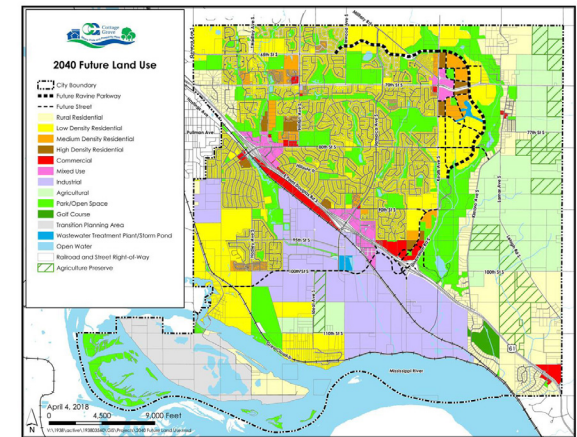
Stantec will develop goals and recommendations on community design standards which may include building placement, massing, building materials, architectural elements, signage, lighting, landscaping, and other issues identified in the engagement process.

3.8 WATER

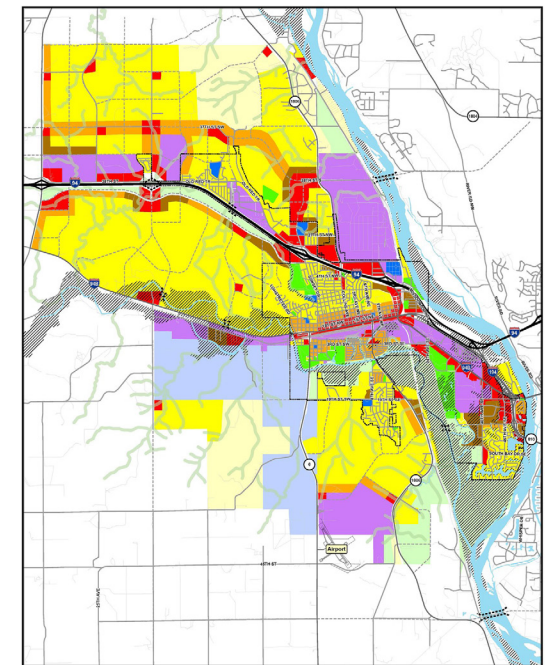
Stantec will include a water system element in the comprehensive plan incorporating information, goals, and mapping from existing studies and recommendations from City staff.

3.9 SEWER

Stantec will include a sanitary sewer system element in the comprehensive plan incorporating information and mapping from existing studies and recommendations from City staff.



City of Cottage Grove Future Land Use Map



Planned Future Land Use
City of Mandan, North Dakota

City of Mandan Land Use and Transportation Plan

3.10 STORMWATER

Stantec will include a stormwater management element in the comprehensive plan incorporating information, goals, and mapping from existing studies and recommendations from City staff.

3.11 ENVIRONMENTAL RESOURCES, NATURAL RESOURCES, AND SUSTAINABILITY

Stantec will include an element on environmental resources, natural resources, and sustainability elements in the comprehensive plan incorporating information, goals, and mapping from existing studies and recommendations from City staff. We will also recommend best practices from our experience in other communities of a similar size and setting, to provide Owatonna with the policies and tools to protect the environment and act sustainably.

3.12 CITY STAFF 5 – ELEMENTS/ IMPLEMENTATION

Stantec will meet remotely with City staff to review the draft elements of the comprehensive plan and discuss implementation and action steps, before putting the full Draft Plan together, and in advance

of sharing it with the Planning Commission, City Council, and community. This meeting will be an expanded workshop with the people most likely to be involved in implementing various parts of the Plan, inviting them to identify challenges and steps to overcome the challenges. The results will be an understanding of the content of the comprehensive plan and a draft set of implementation/action steps.

3.13 PREPARE DRAFT PLAN

Stantec will prepare the Draft Plan document in Word form, incorporating the analysis, goals, maps, and other information developed throughout the course of the planning process.

3.14 WEBSITE MATERIALS

Stantec will prepare materials for posting on the City website, including the Draft Plan in PDF format and a summary of key points, to solicit comments and input.

3.15 PLANNING COMMISSION MEETING 4 – DRAFT PLAN

Stantec will facilitate a meeting of the Planning Commission to review and get comments on the Draft Plan.

3.16 CITY COUNCIL MEETING 2 – DRAFT PLAN

Stantec will facilitate a meeting of the City Council to review and get comments on the Draft Plan.

3.17 COMMUNITY MEETING 2 – DRAFT PLAN

Stantec will facilitate a community meeting on the Draft Plan, to share the key features of the Plan and solicit input. The meeting will feature maps, graphics, summaries of pertinent sections and opportunities to discuss and comment on the Plan in a format and location to be agreed on in discussion with City staff.

3.18 PROJECT MANAGEMENT

This task includes ongoing communication and coordination with Stantec staff and City staff on the project.



For a city, we believe that the comprehensive plan's greatest measure of success is the degree to which its people can see themselves reflected in it.

PHASE 4: FINAL PLAN

4.1 REVISE DRAFT PLAN

Stantec will revise the Draft Plan for review and approval by the Planning Commission and City Council and review online by the community.

4.2 CITY STAFF 6 – FINAL PLAN

Stantec will meet remotely with City staff to review the Final Plan before sharing with the Planning Commission and City Council and posting it online.

4.3 WEBSITE MATERIALS

Stantec will prepare materials for posting on the City website, including the Final Plan in PDF format, a summary of key points, and the schedule and process for final review and approval of the Plan.

4.4 COMMUNITY MEETING 3 – OPEN HOUSE

Stantec will facilitate an open house meeting before the Planning Commission public hearing on the Plan for final review by the community. The open house will feature maps, graphics, and summaries of pertinent sections of the Plan in a format to be agreed upon in discussion with City staff.

4.5 PLANNING COMMISSION MEETING 5 – PUBLIC HEARING

Stantec will attend and present at a public hearing in front of the Planning Commission on the comprehensive plan, where the Planning Commission will make a recommendation to the City Council.

4.6 CITY COUNCIL MEETING 3 – ADOPT PLAN

Stantec will attend a City Council meeting for review and adoption of the comprehensive plan.

4.7 SUBMIT FINAL PLAN DOCUMENTS

Following City Council approval Stantec will submit Final Plan documents to the City, to include the information and files listed in the RFP.

4.8 PROJECT MANAGEMENT

This task includes ongoing communication and coordination with Stantec staff and City staff on the project.



Proposed Timeline

04

SCHEDULE

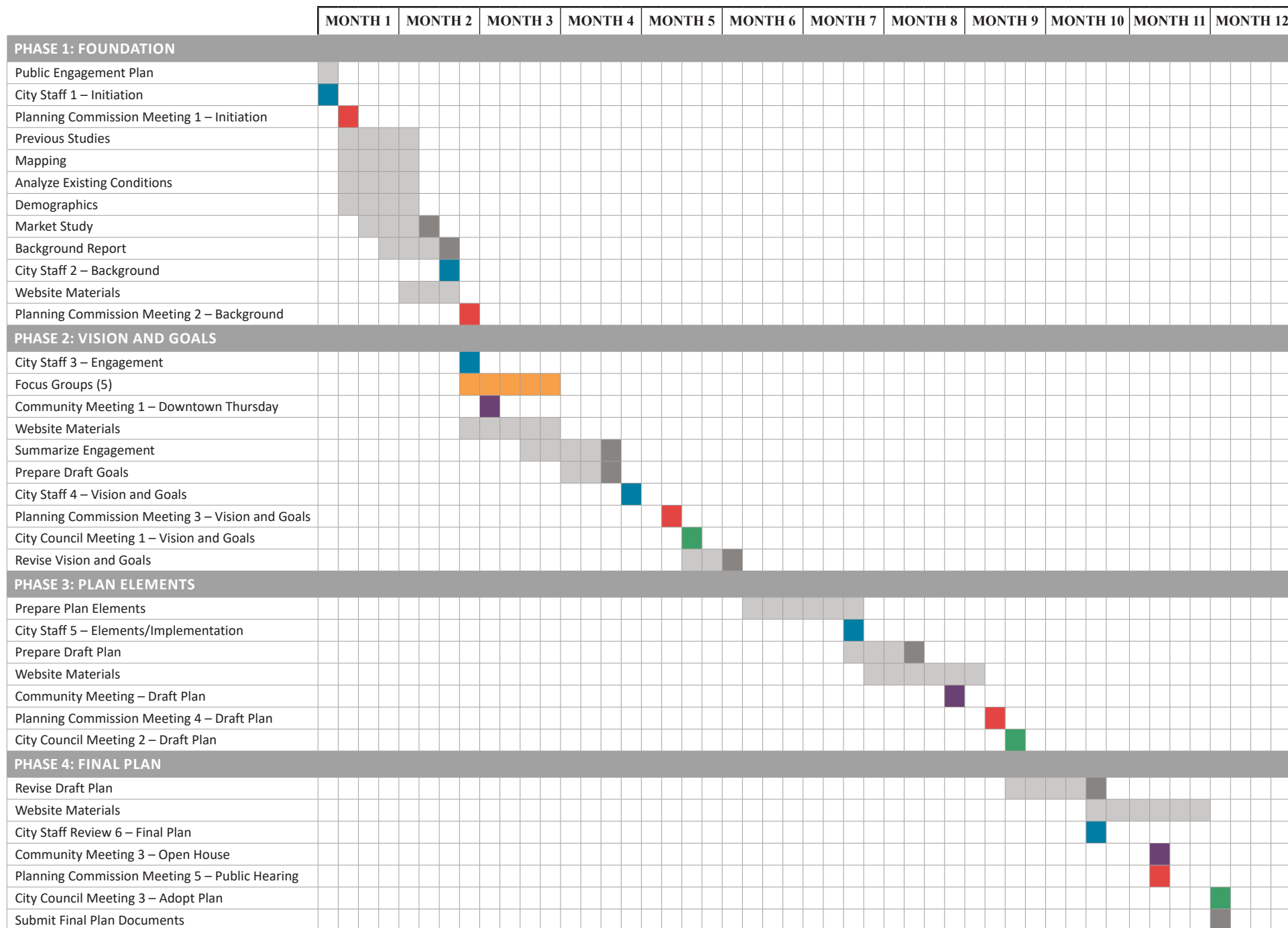
We anticipate the process for updating the comprehensive plan will take between 12 and 18 months, with the minimum 12 months illustrated on the next page proposed schedule.

The schedule will depend on several factors, including the ability to schedule meetings, the timing of community events, holiday and vacation schedules, and City staff availability. We will work with City staff to prepare a more detailed schedule as the project progresses. The proposed schedule is intended only to indicate the general order of the phases and tasks and the approximate time needed for each.

One of the focus group tasks is meeting with high school students to get their input on issues and concerns in Owatonna. Ideally, these sessions would be scheduled while school is still in session before the end of May 2023 and might therefore happen a month or more before the other focus groups and community events take place.

The first community meeting identified in the schedule is a Downtown Thursday pop-up event. These are scheduled on the first Thursday of every month during the summer, so that event will need to happen when it is convenient and may not follow the condensed schedule of other meetings.

In each phase we have Planning Commission meetings and City Council meetings. The City Council meetings are important to check in on the progress of the plan information and recommendations, so we don't get ahead of the Council's wishes on key issues. Some of these meetings might be joint workshop sessions with the Planning Commission and City Council rather than separate meetings, which would be beneficial in saving time and the overall budget and getting the members in the same room at the same time to discuss the issues.



■ Stantec Task | ■ Stantec Deliverable | ■ Focus Group | ■ City Staff Meeting | ■ Community Meeting | ■ Planning Commission Meeting | ■ City Council Meeting



COST PROPOSAL

Please see the separate attachment
“Confidential Bid Sheet” for the required
cost information.

Cost Proposal for Services

05



Project Experience and References

PROJECT EXPERIENCE

Our team's project experience, as outlined in the following pages, provides a strong sample of our relevant projects where we have completed similar tasks and produced a quality product suited to individual needs. As demonstrated, our team has the expertise and experience to carry out the work required and continues to expand on this knowledge base through training, conferences, and research opportunities.

We have provided references for each relevant project where we've provided a variety of similar services.



COMPREHENSIVE PLAN UPDATE MOORHEAD, MINNESOTA

CLIENT: City of Moorhead

DATE: October 2020–May 2022

FIRM'S ROLE: Prime Consultant

KEY PERSONNEL: Lauren Walburg (Deputy Project Manager) and Joe Polacek (Urban Planner)

REFERENCE:

Kristie Leshovsky, Community Development Director
218-299-5332
kristie.leshovsky@ci.moorhead.mn.us

PROJECT SIMILARITIES

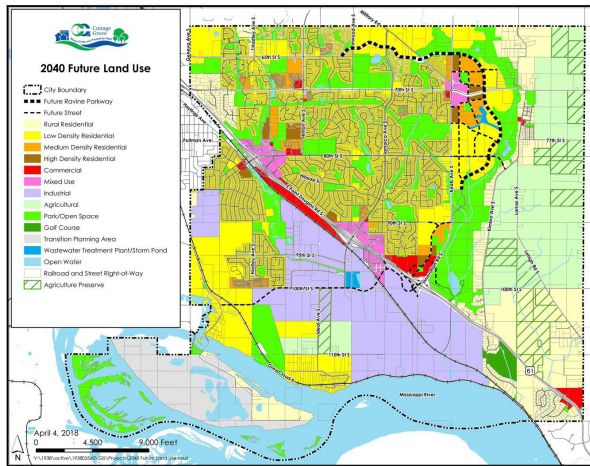
- Similar size to Owatonna
- River town
- Significant industrial base
- Regional community within agricultural economy
- Suburb/sister city close to much larger Fargo; Owatonna is a freestanding regional center

A comprehensive plan is a valuable and useful tool for a city, particularly if it is done right. Through decades of experience working with the City of Moorhead on comprehensive planning, utility planning, roadway design, community engagement, and downtown master planning, Stantec has an essential knowledge of devising plans for the Moorhead community and then working with them to implement their visions.

On the heels of a successful partnership in developing the Downtown Moorhead Master Plan, Stantec is once again worked with Moorhead to create an actionable vision for the update to the Moorhead Comprehensive Plan. Our planners conducted a thorough existing conditions analysis for City staff and the public to understand where the city is currently before deciding where it is heading. A major part of this work included a review of best practices and current trends for mobility, housing, jobs, resiliency, arts and culture, and parks and open space. This work set a strong foundation for engaging the public on their visions for Moorhead and what innovative trends could bring the city into the future. The draft vision and topical goals are evolving into place types and geographic case studies on how to best study and apply those goals.

The Public Engagement Plan designed a process that evolved from virtual to in-person engagement activities based on a health and safety lens. A summer 2021 "design week" will feature in-person community workshops, walkshops, and pop-up events throughout the city.

While engagement was mainly virtual, Stantec prioritized inclusive and creative ways to garner input through ArcGIS Story Maps, breakout "stations" in Zoom public meetings, intimate focus groups, and Microsoft MURAL's visual collaboration design whiteboard.



COMPREHENSIVE PLAN COTTAGE GROVE, MINNESOTA

CLIENT: City of Cottage Grove

DATE: April 2016–October 2020

FIRM'S ROLE: Prime Consultant

KEY PERSONNEL: Phil Carlson (Project Manager), Lauren Walburg (Urban Planner), and Joe Polacek (Urban Planner)

REFERENCE:

Jennifer Levitt, City Administrator
651-458-2890
jlevitt@cottagegrovemn.gov

PROJECT SIMILARITIES

- Similar size to Owatonna
- River town
- Significant industrial base
- St. Paul suburb; Owatonna is a freestanding regional center

As a community in the Twin Cities Metropolitan Area, Cottage Grove is required to update their comprehensive plan every ten years based on a coordinated regional growth strategy. The city is a suburb with undeveloped areas and a high demand for its bucolic, family-friendly atmosphere, so their updated comprehensive plan needed a land use strategy that would support that demand.

This river community wanted a comprehensive plan that prioritized resiliency, economic competitiveness, a strong mix of uses and housing types, parks for everyone, and mobility options beyond the car. A vision, as developed in an extensive process with City decision-makers and a steering committee, highlighted a direction of convenient access to urban amenities while enjoying a close-knit suburban community.

Stantec guided a process that educated stakeholders on where Cottage Grove has been and where demographics will drive it, developed a community-wide vision and goals, analyzed market conditions, created new policies for active living and a mix of uses, and then applied this direction in focus areas.

Much of the density and mixed-use character is anticipated to replace big-box retailers along a county highway which is being planned for bus rapid transit with two stations in Cottage Grove. Stantec developed small area plans for these nodes with an emphasis on density, walkability, urban-centric mixed-use sites, and placemaking amenities that would support transit use.

The comprehensive plan also included a strong implementation chapter that guided use of City resources, created timelines, and assigned roles and responsibilities.



COMPREHENSIVE AND TRANSPORTATION PLAN HORACE, NORTH DAKOTA

CLIENT: City of Horace

DATE: September 2018–May 2020

FIRM'S ROLE: Prime Consultant

KEY PERSONNEL: Phil Carlson (Urban Design), Joe Polacek (Urban Design and Outreach), and Lauren Walburg (Planner)

REFERENCE:

Brent Holper, City Administrator
701-492-2972
bholper@cityofhorace.com

PROJECT SIMILARITIES

- Much smaller than Owatonna, but interested in compact mixed use development and design standards for new development, green space and active recreation links are a high priority

Located southwest of Fargo, the City of Horace, with its 2,700 residents, is the fastest growing city in North Dakota. Anticipating long-term growth, the City sought a comprehensive and transportation plan that will achieve its goals for growth and development while maintaining its small-town character. Stantec applied its extensive local planning experience and experience with growing rural communities to facilitate this effort.

Our team collaborated with the community to develop a future land use plan, develop preferred options for recreation amenities, and enhance transportation connectivity. Because the city is experiencing significant developer interest, we accelerated completion of the updated future land use element. The planning team then went to work on the parks and recreation element and small areas plans. The final aspect of the project, infrastructure and transportation planning, was coordinated with a Stantec transportation corridor study also underway in the area.

Our team worked closely with the City to achieve more than 10% community participation through more hands-on exercises than usual.

When high public participation led to an extraordinary amount of input at the first public meeting, we added of an extra meeting to fully share the outreach material.



COMPREHENSIVE PLAN UPDATE MARSHALLTOWN, IOWA

CLIENT: City of Marshalltown

DATE: January 2011–February 2012

FIRM'S ROLE: Prime Consultant

KEY PERSONNEL: Phil Carlson (Project Manager)

REFERENCE:

Michelle Spohnheimer, Housing and Community Development Director
641-754-5756
mspohnheimer@marshalltown-ia.gov

PROJECT SIMILARITIES

- Similar size to Owatonna
- Successful traditional downtown
- Significant industrial base
- Regional community within agricultural economy
- Growing immigrant community
- Less than an hour to a larger regional city

Marshalltown, Iowa is a city of 28,000 in central Iowa, surrounded by some of the world's most productive farmland, home to a community college, many high-tech industries, a large pork processing plant, and a growing Hispanic community. Stantec planners assisted Marshalltown in the update to their comprehensive plan, working with a steering committee of local leaders, businesspeople, and residents. Several goals and policies were developed in the process, as is typical of comprehensive plans, but Marshalltown decided on three Immediate Goals they felt were essential to the City's future: promote optimal health for all residents, promote a well-planned community with a high degree of connectivity, and promote diversity in transportation. These goals were put forward as the preamble to the plan and taken together, set the tone for Marshalltown as a city committed to a healthy, active quality of life for its residents.

In the process of developing the plan, Stantec planners reached out to the mainstream community and also held special focus groups with members of the business community, high school students, and the Hispanic community—with some meetings held in Spanish. The key issues developed by each group were very different in many respects.

This diverse approach to community engagement provided Marshalltown's leaders with a well-rounded look that the concerns and aspirations of the whole community and equipped them to better deal with the complex issues facing them.

Stantec also helped the City identify several focus areas in the community where redevelopment was likely and concept plans were prepared that would incorporate the key ideas and goals. This included aging, blighted areas where redevelopment would improve the built environment, provide buffers to noxious uses, connect sidewalks and trails, and support economic development.





2050 Comprehensive Plan

CONFIDENTIAL BID SHEET

City of Owatonna | March 22, 2023

Cost Proposal/Confidential Bid Sheet

Stantec's proposed cost for the Comprehensive Plan effort is \$125,000, the identified budget for the project. Stantec will charge the City on a time-plus-materials basis in accordance with our standard rate schedules as detailed on the below table. We will not exceed this budget without express authorization of the City in advance. We will charge the City for copies, printing, mileage and other typical and necessary expenses associated with this kind of planning work, which is also identified on the below table. A number of the City staff meetings will be held remotely to save time and expense. The phase and task costs are estimates only, for discussion. Stantec agrees only to the full project cost and may adjust internal phase and task budgets as needed.

	Phil Carlson	Lauren Walburg	Joe Demma	Spencer Cox	Becca Hughes	Joanne Cho	Joe Palen	Joe Polacek	Expense	Cost	Phase Cost
Rates	\$195	\$155	\$187	\$161	\$195	\$172	\$220	\$155			
PHASE 1: FOUNDATION											
1.1 Public Engagement Plan	1	4						1		\$970	
1.2 City Staff 1 – Initiation	4	4	2				2			\$2,214	
1.3 Planning Commission Meeting 1 – Initiation	4	8							\$100	\$2,120	
1.4 Mapping	1	16								\$2,675	
1.5 Analyze Existing Conditions	8	24	2		2	4	4			\$7,612	
1.6 Demographics			8	8						\$2,784	
1.7 Market Study	2	2	32					4		\$7,304	
1.8 Prepare Background Report	8	32				2	2	4		\$7,924	
1.9 City Staff 2 – Background	2	2	2							\$1,074	
1.10 Planning Commission Meeting 2 – Background	4								\$100	\$880	
1.11 Website Materials	1	4						16		\$3,295	
1.12 Project Management	2	2								\$700	
Phase Total	37	98	46	8	2	6	8	25	\$200		\$39,552
PHASE 2: VISION AND GOALS											
2.1 City Staff 3 – Engagement	1	1							\$150	\$500	
2.2 Focus Group 1 – Students	8	12							\$150	\$3,570	
2.3 Focus Group 2 – Business	6		6						\$100	\$2,392	
2.4 Focus Group 3 – Parks and Trails		6							\$100	\$1,030	
2.5 Focus Group 4 – Hispanic	8								\$100	\$1,660	

	Phil Carlson	Lauren Walburg	Joe Demma	Spencer Cox	Becca Hughes	Joanne Cho	Joe Palen	Joe Polacek	Expense	Cost	Phase Cost
<i>Rates</i>	\$195	\$155	\$187	\$161	\$195	\$172	\$220	\$155			
PHASE 2: VISION AND GOALS CONTINUED											
2.6 Focus Group 5 – Somali		8							\$100	\$1,340	
2.7 Focus Group 6 – Community TBD	2	8						4	\$295	\$2,545	
2.8 Community Meeting 1 – Downtown Thursday	6	6				8		8	\$350	\$5,066	
2.9 Website Materials		2						4		\$930	
2.10 Summarize Engagement	4	12								\$2,640	
2.11 Prepare Draft Goals	2	8	2		1	1	1	1		\$2,746	
2.12 City Staff 4 – Vision and Goals	1	1								\$350	
2.13 Planning Commission Meeting 3 – Vision and Goals	4	4							\$100	\$1,500	
2.14 City Council Meeting 1 – Vision and Goals		4							\$100	\$720	
2.15 Revise Vision and Goals	2	8								\$1,630	
2.16 Project Management	2	4								\$1,010	
Phase Total	46	84	8	0	1	9	1	17	\$1,545		\$29,629
PHASE 3: PLAN ELEMENTS											
3.1 Land Use	4	24						4		\$5,120	
3.2 Transportation	2	8			2	8				\$3,396	
3.3 Parks, Trails, and Recreation	2	8								\$1,630	
3.4 Housing	1	8	4							\$2,183	
3.5 Economic Development	1	8	8							\$2,931	
3.6 Downtown	4	4	2					8		\$3,014	
3.7 Community Design	4	4						8		\$2,640	
3.8 Water		2					2			\$750	
3.9 Sewer		2					2			\$750	
3.10 Stormwater		2					2			\$750	
3.11 Environment	2	8								\$1,630	

	Phil Carlson	Lauren Walburg	Joe Demma	Spencer Cox	Becca Hughes	Joanne Cho	Joe Palen	Joe Polacek	Expense	Cost	Phase Cost
Rates	\$195	\$155	\$187	\$161	\$195	\$172	\$220	\$155			
PHASE 3: PLAN ELEMENTS CONTINUED											
3.12 City Staff 5 – Review Elements/Implementation	6	16	4			2	2			\$5,182	
3.13 Prepare Draft Plan	8	40	2			2		8		\$9,718	
3.14 Website Materials	1	2						4		\$1,125	
3.15 Planning Commission Meeting 4 – Draft Plan		4							\$100	\$720	
3.16 City Council Meeting 2 – Draft Plan		4							\$100	\$720	
3.17 Community Meeting 2 – Draft Plan	8	8						8	\$100	\$4,140	
3.18 Project Management	2	4								\$1,010	
Phase Total	45	156	20	0	2	12	8	40	\$300		\$47,409
PHASE 4: FINAL PLAN											
4.1 Revise Draft Plan	4	8						2		\$2,330	
4.2 City Staff 6 – Final Plan	1	1								\$350	
4.3 Website Materials	1	2						4		\$1,125	
4.4 Community Meeting 3 – Open House	2	6						2	\$250	\$1,880	
4.5 Planning Commission Meeting 5 – Public Hearing	2	2							\$100	\$800	
4.6 City Council Meeting 3 – Adopt Plan		4							\$100	\$720	
4.7 Submit Final Plan Documents	1	1						1		\$505	
4.8 Project Management	2	2								\$700	
Phase Total	13	26	0	0	0	0	0	9	\$450		\$8,410
Total	141	364	74	8	5	27	17	91	\$2,495		\$125,000

