

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in the Gainey Room at the Owatonna Public Library, 105 N Elm Avenue. Shane A. Zahrt, Senior Attorney/Lobbyist at Flaherty & Hood, P.A. will provide a CGMC Legislative Update. If time permits, there will be general updates on various boards and commissions.



OWATONNA CITY COUNCIL MEETING

Wednesday, August 2, 2023 at 7:00 PM

**Gainey Room at the Owatonna Public Library
105 N Elm Avenue**

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

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

1.1. Council Agenda

1.2. Public Hearing - Proposed Assessments - Outstanding Costs Snow Removal 2022-2023 Winter

1.2.1. Resolution 70-23: Adopt Proposed Assessment - Outstanding Costs Snow Removal 2022-2023 Winter

1.3. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – City Council Meeting – July 18, 2023

2.2. Minutes - Board/Commission Meetings

2.2.1. OPU Commission Meeting - June 27, 2023

2.3. Department Reports

2.3.1. Weed/Nuisance Inspection Report - July 26, 2023

2.4. Licenses/Permits

2.4.1. Exempt Permit - Raffle - Owatonna Soccer Association - October 3, 2023

2.4.2. Exempt Permit - Raffle - Open Arms Suicide Prevention - September 9, 2023

2.4.3. Outdoor Public Fireworks Permit - August 17, 2023

2.4.4. Event Permits

2.4.4.1. Governor's Pheasant Hunting Season Opener Celebration - October 13, 2023

2.4.4.2. Churchill-Truman Block Party - September 9, 2023

2.5. Miscellaneous

2.5.1. Accept Owatonna Foundation Grant - Owatonna Fire Department

2.5.2. Accept Donation from Sharon and Harvey West for Dam Preservation

2.5.3. GIS Maintenance Service Agreement - Leica Geosystems

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. First Reading Proposed Ordinance 23-13: Moratorium for Sale of Cannabis Products

3.2.2. First Reading Proposed Ordinance 23-14: Prohibit Use of Cannabis Products in Public Places

3.3. Resolutions:

3.3.1. Resolution 71-23: VAR-4 Side Yard Setback Variance - 171 Park Drive

3.4. Miscellaneous

3.4.1. Personnel Policy Revisions

3.4.2. Independent Contract Agreement - Food and Beverage Services - Lacey's at Brooktree LLC

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold a hearing at a regular City Council meeting to be held at 7:00 p.m. on Wednesday, August 2, 2023, in the Gainey Room at the Owatonna Public Library at 105 N Elm Avenue to pass upon the proposed assessments against benefited properties for the 2022-2023 Sidewalk Snow Removal on various lots in the City.

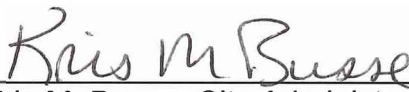
The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurements or calculation is in error, we would appreciate it if you would call the City Engineer's Office or the City Clerk's Office to discuss the proposed assessment before the hearing.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk. No such appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed, written objection to that proposed assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

Total costs proposed for assessment for assessment of snow removal charges are \$3,212.00.

The City Council has provided that anyone 65 years of age, or older, owning and occupying a homestead, may ask for and receive deferment of a special assessment against that homestead if that person meets the criteria established by the Council on April 2, 2012. Forms for requesting this deferment are available at the office of the City Clerk.

Dated: July 18, 2023


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



Public Works Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 70-23: Adopt Proposed Assessment - Outstanding Costs Snow Removal 2022-2023 Winter

Purpose:

Requesting Council approval of Resolution 70-23 to adopt the Delinquent Snow Removal Account Assessments. The assessments are for unpaid sidewalk snow-clearing fees incurred during the 2022-2023 Winter Season.

Background:

Pursuant to City Ordinance 94.005, property owners or occupants are responsible for removing snow and ice from sidewalks adjacent to their property within 24 hours of accumulation. Inspections are completed on a complaint-received basis. Written notices are provided for those found to be non-compliant, additional inspections are completed and properties that have not been cleared are subject to snow removal under the direction of the City Engineer. Contractor and administrative fees are billed to the property owner. Unpaid invoices are subject to assessment.

Resolution 68-23 declared delinquent snow removal account costs to be assessed to the property owners and Resolution 69-23 set the public hearing date for August 2, 2023. Property owners were mailed hearing notices on July 19, 2023, and the hearing notice was posted as required.

Following the declaration of cost and setting the Public Hearing Date, two payments have been received, totaling \$286.00. An updated Assessment Roll is attached to reflect these payments received.

Budget Impact:

The City of Owatonna will collect the adopted assessments in the amount of \$2,926.00 as reimbursement for expenses incurred as provided by our policy and state statute. The recommended interest rate is 4% with a repayment term of one year.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 70-23 Adopt Assessment 2022-2023 Snow Removal Costs
2. 2023 Unpaid Snow Removal Invoices Proposed for Assessment

RESOLUTION NO. 70-23

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against abutting properties for the cost of the 2022-2023 Delinquent Snow Removal Accounts.

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

1. Such proposed assessment as amended, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 1 (one) year, the first of the installments to be payable on or before the first Monday in January 2024, and shall bear interest at the rate of 4 (four) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2024. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before September 1, 2023, or interest will be charged through December 31 of the next succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

Aye __; No __; Absent __.

Approved and signed this ___ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

2022-2023 Delinquent Snow Removal Assessment Roll - Updated 7/28/2023 @ 12:00 PM								
Record #	PIN	Address	Owner Name	Admin Charge	Contractor Charge	Invoice Total		
SNOW-23-77	17-109-0401	134 ROSE ST W, Owatonna, 55060	D&ML PROPERTIES LLC	\$ 40.00	\$ 572.00	\$ 612.00	PAID	
SNOW-23-61	17-127-0118	526 MOUND ST SW, Owatonna, 55060	JUSTIN & CORRINNE KORTKAMP	\$ 40.00	\$ 145.00	\$ 185.00		
SNOW-23-58	17-127-0121	508 MOUND ST SW, Owatonna, 55060	PENCE PROPERTIES LLC	\$ 40.00	\$ 145.00	\$ 185.00		
SNOW-23-56	17-119-0905	417 GLENDALE ST NW, Owatonna, 55060	ANDREW SIMON & SHARON GUIENDSON-SIMON	\$ 40.00	\$ 137.00	\$ 177.00		
SNOW-23-54	17-119-0907	427 GLENDALE ST NW, Owatonna, 55060	ERIC & KEITH MARTIN	\$ 40.00	\$ 137.00	\$ 177.00		
SNOW-23-45	17-119-0307	455 FAIRVIEW AVE NW, Owatonna, 55060	RYAN & ELISABETH I ZIMMERMAN	\$ 40.00	\$ 137.00	\$ 177.00		
SNOW-23-44	17-119-0207	430 FAIRVIEW AVE NW, Owatonna, 55060	HANNAH BUSCHO	\$ 60.00	\$ 99.00	\$ 159.00		
SNOW-23-41	17-016-2054	222 McKinley Street West, Owatonna, MN 55060	OCCUPANT	\$ 40.00	\$ 145.00	\$ 185.00	PAID	
SNOW-23-31	17-119-1114	303 STATE AVE NW, Owatonna, MN 55060	SHERRIE JUST	\$ 40.00	\$ 79.00	\$ 119.00		
SNOW-23-29	17-119-0207	430 FAIRVIEW AVE NW, Owatonna, MN 55060	HANNAH BUSCHO	\$ 40.00	\$ 87.00	\$ 127.00		
SNOW-23-26	17-123-0101	440 ROSE ST E, Owatonna, MN 55060	TROY NECHKASH	\$ 40.00	\$ 83.00	\$ 123.00		
SNOW-23-24	17-119-1112	313 STATE AVE NW, Owatonna, MN 55060	LEWIS HERNANDEZ	\$ 40.00	\$ 83.00	\$ 123.00		
SNOW-23-23	17-119-1113	311 STATE AVE NW, Owatonna, MN 55060	SMITH VENTURES LLC	\$ 40.00	\$ 83.00	\$ 123.00		
SNOW-23-13	17-108-0315	357 ROSE ST E, Owatonna, MN 55060	SETH HOTTMAN	\$ 40.00	\$ 83.00	\$ 123.00		
SNOW-23-12	17-108-0202	310 VINE ST E, Owatonna, MN 55060	WADE STANLEY	\$ 40.00	\$ 83.00	\$ 123.00		
SNOW-23-1	17-100-1108	240 VINE ST E, Owatonna, MN 55060	KNR CAPITAL MANAGEMENT LLC	\$ 40.00	\$ 189.00	\$ 229.00		
SNOW-22-28	17-583-0104	230 ALLAN AVE SW, Owatonna, MN 55060	OWATONNA HOTEL ASSOCIATES LLC	\$ 40.00	\$ 225.00	\$ 265.00		
				\$ 700.00	\$ 2,512.00	\$ 3,212.00	\$2,926	



Mayor Kuntz

Owatonna City Council Minutes
July 18, 2023 - DRAFT COPY

Tuesday, July 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, Svenby, Dotson, and Schultz; Mayor Kuntz; Public Works Director Murphy; Park and Recreation and Facility and Grounds Director Tuma; Communications Manager Sheely; IT System Administrator Sticken; City Attorney Walbran; City Administrator Busse and Administrative Specialist Clawson. Council Member Boeke was unable to attend.

Following the Pledge of Allegiance, Council President Schultz welcomed everyone to the meeting and read a prepared statement, "Speaking on behalf of the Owatonna City Council specifically regarding public statements made by the mayor recently about Owatonna's LGBTQ+ Community. I want to recognize this incident is deeply hurtful and concerning for valued members of our community. The City Council is elected to serve everyone in the community and will continue to treat everyone with respect. We are sworn to uphold the Constitution of the United States, the Constitution of the State of Minnesota and the laws of the City of Owatonna and we remain committed to continuing to serve all Owatonna citizens. The City of Owatonna's policies prohibit any type of harassing or discriminatory behaviors. The City Council does not support any statements that may be perceived as supporting any specific political party, religious denomination, individual's beliefs or statements against any group of community members. This includes the recent comments made by Mayor Thomas Kuntz as they have been reported through the media. We have many things to be proud of and will not let the vice of rhetoric to interfere with our important mission to provide valued services to all members of our community."

President Schultz then advised Item 3.5.5, an application for an On-Sale Liquor License with Sunday Sales for Lacey's KC, LLC has been added to tonight's agenda. Council Member Svenby made a motion to approve the agenda with this item added. Council Member Burbank seconded the motion, and all members present voted aye for approval.

Public Hearing – Naming City Council Chambers and New Building at City Hall

Park and Recreation and Facility and Grounds Director Tuma commented consideration to name City Council Chambers and the new building was the topic of discussion during the Council Study Session held on June 6, 2023. Anne Peterson and Nancy Vaillancourt, representing the West Hills Commission, provided information during the Study Session and are also here tonight to answer any questions.

Anne Peterson commented Charles S. Crandall was a community leader instrumental in bringing the State School Orphanage to the City of Owatonna. He was passionate and charitable to the children at the orphanage and wanted to get things done in this community. He lived in Owatonna until 1927 when he passed away at the age of 87 years old.

Nancy Vaillancourt commented she has been asked why she hopes this facility will be named the Charles S. Crandall Center in honor of Mr. Crandall. Mr. Crandall was the father of the State School, he was working from a position of idealism and the city would not be what it is today if the state school was not here. Children were better off from their stay at the state school.

At 7:07 pm, Council President opened a public hearing for comments regarding the City Council Chambers and the new building at City Hall. With no comments heard, at 7:08 pm, Council

Member Raney made a motion to close the public hearing, Council Member Voss seconded the motion, and all members present voted aye in approval.

Director Tuma requested approval of Resolution 67-23 naming the renovated Council Chambers and the new addition of the Charles S. Crandall Center. Council Member Raney made a motion for approval, Council Member Dotson seconded the motion. Council Member Raney thanked Ann and Nancy for researching and preparing this information to substantiate their naming request. Council Member Voss commented there will be a display with information regarding Mr. Crandall on site when completed.

Consent Agenda Items

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

Minutes – Council Meeting – July 5, 2023

Minutes – Airport Commission Meeting – June 8, 2023

Building Inspections Monthly Report – June 2023

Weed/Nuisance Inspection Report – July 12, 2023

Temporary Liquor License - Juan Villarreal Jr Memorial - September 9, 2023

Event Permit - Downtown Thursday - MainStreet Owatonna - August 3, 2023

Event Permit - Fly-In/Drive-In Breakfast - Owatonna Civil Air Patrol - August 27, 2023

Event Permit – RetroFit Recycling Event - September 9, 2023

Event Permit – Oktoberfest Celebration - Mineral Springs Brewery - September 22-23, 2023

Event Permit - OHS Homecoming Parade - OHS National Honor Society - September 29, 2023

Havana Road State Aid Project Change Order #1 – Wencil Construction

The amount of Class 5 aggregate base needed for the project was miscalculated in the original quantity. Also, a shallow gas main was discovered, and the street section was shortened to avoid the gas main from entering into the street section. The Class 5 aggregate base was changed from 6" depth to 9" depth and the quantity was reduced by 1,940 cubic yards. This Change Order reduces the contract amount by \$31,634.81.

Council Member Voss made a motion to approve these Consent Agenda items, Council Member Dotson seconded the motion, and all members present voted aye for approval.

Finance Report

Council Member Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$15,586,798.46. Council Member Svenby made a motion to approve payment of all bills presented, Council Member Dotson seconded the motion, and all members present voted aye in approval.

Resolution 68-23: Declare Cost of Outstanding Costs for Sidewalk Snow Removal 2022-2023 Winter

Public Works Director Murphy commented the City is in charge of maintaining sidewalk clearance. He explained the process of notifying property owners when a complaint is received that their sidewalk has not been cleared of snow. City ordinance requires sidewalks to be cleared within 24 hours of a snow event. Letters are sent advising they must clear their sidewalk within 72 hours of notice, or the City will contract services which cost will be billed to them. Currently, there are 17 outstanding invoices totaling \$3,212.00 to reimburse these costs paid. Council Member Burbank made a motion to approve Resolution 68-23 declaring these costs to be assessed to the respective property owners. Council Member Voss seconded the motion, and all members present voted aye in approval.

Resolution 69-23: Set Date for Public Hearing - Proposed Assessments – Outstanding Costs for Sidewalk Snow Removal 2022-2023 Winter

Public Works Director Murphy requested approval of Resolution 69-23 setting a public hearing for Wednesday, August 2nd at 7:00 pm for comments on the proposed assessments for outstanding costs incurred for sidewalk snow removal last winter. Council Member Burbank commented one proposed assessment includes an administrative fee of \$60 and all others are at \$40. Director Murphy explained this was the second time snow removal was completed at this property within 12 months and the City's Fee Schedule increases the Administrative Cost amount when multiple incidents are incurred. Council Member Raney made a motion for approval, Council Member Voss seconded the motion, and all members present voted aye in approval.

Public Works Director Murphy commented four change orders will be presented during this meeting. Eric Meester, Consultant at Nero Engineering is here to provide a brief project update and answer questions. Mr. Meester commented the project is about 50% complete, the \$4,896,690.93 payment included in tonight's Finance Report to the contractor, Rice Lake Construction Group (RLCG) was mostly for equipment that has been delivered. RLCG has been very good to work with and brings suggestions on how to maximize the value of the project for the benefit of the City of Owatonna.

Change Order #3 - Wastewater Treatment Facility Expansion Project

Public Works Director Murphy commented Minnesota State Laws require that wages conform to the applicable minimum wage rate. The change order modifies the existing contract language to conform to the latest wage adjustments. The contractor and current subcontractors are paying at rates higher than the minimum wage amount so this change order has no financial impact on the contract amount and will ensure wage compliance during the duration of this project. Council Member Raney made a motion to approve Change Order #3, Council Member Burbank seconded the motion, and all members present voted aye in approval.

Change Order #4 - Wastewater Treatment Facility Expansion Project

Public Works Director Murphy explained the original quantity estimates for contaminated soil were based on soil borings performed as part of the project. Borings can only provide so much data and extrapolation of estimated contaminated soil is based on the number of borings included and the individual results of each boring. Unfortunately, the extent of contamination was larger than estimated and resulted in additional costs. The additional cost for contaminated soil removal and additional granular fill is \$265,957.79. Council Member Voss made a motion for approval, Council Member Svenby seconded the motion, and all members present voted aye in approval.

Change Order #5 - Wastewater Treatment Facility Expansion Project

Public Works Director Murphy requested approval of Change Order #5, a \$3,535.00 cost escalation for the Sludge Mixing system. Before finalizing the contract, some costs were unknown and language was included to review cost escalation during the construction for materials, not contractor costs. The original contract included \$18.8 million for materials subject to an estimated cost escalation of \$6 million during the project; we believe \$3.6 million has been mitigated out of the original \$6 million estimate. This is the second cost escalation made, the contractor, Rice Lake Construction Group (RLCG) has been way ahead of cost escalation and very mindful of tax dollars spent. The team was alerted on March 20th by the vendor of the sludge mixing system that the system would be subject to a \$15,000+ price escalation. RLCG worked to limit the increase as much as possible and was able to negotiate term dates for monetary increases to the system. If the order was released by June 30, 2023, the resulting increase would be reduced by over 75%. RLCG approached this the same way they have for any other potential increases over the past year, they are ahead of any possible increases and work to order and store materials on-site to avoid cost increases. Council Member Svenby made a motion for approval of Change Order #5, Council Member Dotson seconded the motion, and

all members present voted aye in approval.

Change Order #6 - Wastewater Treatment Facility Expansion Project

Public Works Director Murphy explained Change Order #6 is an accumulation of various Work Change Directives (WCDs). WCDs are created as a means to address construction issues, design clarifications, and interdisciplinary coordination, just to name a few. WCDs, which are approved administratively, serve as changes to the contract. Due to the nature of the project and the current shipping and manufacturing climate, administrative approval is required to reduce delays and lock in shipping dates and prices. Administrative approval follows all requirements outlined by City audit procedures. WCDs in Change Order 2 are outlined in the WCD Log and supplemental attachments. For additional information regarding any of the work change directives, please contact the Engineering Department. This change order will increase the contract price by \$116,244.44 to \$56,268,938.09. Council Member Burbank made a motion for approval, Council Member Randy seconded the motion, and all members present, voted aye in approval.

Application - On-Sale Liquor License w/Sunday Sales – Lacey’s KC, LLC

City Administrator Busse advised a transition in the lease for food and beverages at Brooktree Golf Course has occurred, Tavern Nine will no longer be providing these items. She requested approval of the application for an On-Sale with Sunday Sales Liquor License received from Steve Lacey for Lacey’s KC, LLC to do business as Lacey’s at Brooktree. A background verification was completed and Chief Mundale has no objections to the issuance of this license. Staff request council approval contingent on receipt of an insurance certificate and payment of license fees totaling \$3,350. This license will become effective upon receipt of these items for the duration of the current licensing period which expires June 30, 2024. Council Member Raney made a motion for approval contingent on receipt of insurance and payment of fees, Council Member Dotson seconded the motion, and all members present voted aye for approval.

Staff Comments

Community Parks & Recreation and Facilities & Grounds Director Tuma commented staff has been busy trimming the trees on the West Hills Campus. Attendance at River Springs Water Park is setting records this season; this week it has cooled a bit and attendance is lower but anticipating higher numbers next week when it will be hot again. Last year, 249 equipment rentals were made at Lake Kohlmer, this year, there have already been 237 equipment rentals completed.

Public Works Director Murphy commented staff is busy with three active improvement projects. The Street & Utility Project and Havana Road Project should both be completed within the next few weeks. Demolition is beginning on the Riverfront Project and traffic has been diverted on Hoffman Avenue and Vine Street.

Communications Manager Sheely commented it has also been a very busy time in the Communications Office as the Communication Task Force is getting the word out about projects and issues across the city and all departments. One big project is the Community Wide Branding Initiative, she and Council President Schultz are on this committee that involves many others from within the community; more than 2,000 people responded to a survey with comment about what the brand should look like. Consultant for the proposed Comprehensive Plan, Stantec, will be present at Downtown Thursday on August 3rd; if you attend, talk with representatives from Stantec and tell them how you want Owatonna to look. The Riverfront Project is just beginning, traffic lanes have closed, and this project is very visible. Night to Unite is planned for two weeks from tonight, this is usually a good night to contact your neighbors, our police officers, and fire fighters. Also, we are now publishing a weekly E-newsletter, sign up to receive this every week to know what is happening.

Public Comments

Jim Satterlund, 2530 Lamade Place, commented he has lived in Owatonna for 24 years, has owned a business in the downtown area and raised four kids in this community. He volunteered for many events and contributed to churches and many things over the years. Currently, there is a lot of things going on; he has never spoken to the Council before tonight. All of you are elected to represent community and make decisions for the best of our community. I publicly want to say thank to our mayor. I haven't always agreed with him, but I admire the mayor; it's refreshing to see someone who stands up for their faith. There's a time to speak out and it's okay to disagree, that's a democracy.

Pastor Judson Bartels, 1300 N Elm Avenue, commented he loves Owatonna. His family is a recent transplant to Owatonna, he grew up in the Twin Cities and spent most of the last twenty years in the Seattle metro area. They knew it was time to come home to Minnesota and they choose Owatonna as their new home. As a father of seven, husband of one, pastor of a church, a business owner, and a new member to this community he thanked Mayor Kuntz for his comments which support his traditional values. This is a defining moment for our city, we don't hate anyone. There is a narrative going around that people with traditional values hate people, but I want to debunk that myth. We don't hate anyone, we love everyone. A big part of a democracy is the ability to have a community with people we can disagree with. I welcome the opportunity to be a part of a community that includes people that believe differently and vote differently than myself.

Julie Wesley-Smith present with Leroy Smith commented she is appalled by what has happened. She believes faith needs to stay out of here. I don't believe the city has apologized for this and it seems to be being brushed under the rug. This is a protected class of people, and this made national news. Owatonna is supposed to be an inclusive community, and this is the least thing to being inclusive.

Mayor and Council Comments:

Council Member Svenby reminded everyone Night to Unite is Tuesday, August 1st. Register your neighborhood party with the LEC so city officials can visit your gathering.

Mayor Kuntz thanked everyone for their public support saying it has been challenging times and we need to work through them.

City Administrator Busse commented the next Council Meeting will be on Wednesday, August 2nd; this will allow city officials to participate in Night to Unite activities on Tuesday, August 1st.

Adjournment

At 7:50 p.m., Council Member Raney made a motion to adjourn, Council Member Burbank seconded the motion, with no objection heard 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, Rossi, Doyal, Johnson and Vetter. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Manager, Facilities & Gas/Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Key Account & Energy Conservation Officer Hendricks; Accountant Lori Jerpbak; Accounting Specialist Shanda Meier and Associate Engineer Caden Sorenson. Also present was Councilmember Dan Boeke.

President Zirngible opened the meeting by leading the Pledge of Allegiance. He then asked for approval of the agenda and consent agenda items. The consent agenda items included the minutes from the May 23, 2023 OPU Commission meeting and the Contributed Services report as of May 31, 2023. Commissioner Rossi moved to approve the agenda and consent agenda. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Personnel Committee – Commissioner Rossi reported the Personnel Committee did not meet in person but received a staffing update. He noted, Paden Forester was hired as a meter serviceworker and Caden Sorenson was hired as the associate engineer. Interviews continue for the electric design project coordinator.

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed, and approved Vouchers totaling \$5,757,094.16. He further reported several work orders were closed in June at 5% below budget. The Committee was informed there will be some work orders coming in with overages due to factors out of our control. More information will be coming forward on those work orders.

City Administrator's Report

City Administrator Busse gave an update on the City's comprehensive planning process. She noted, more information will be coming. Once complete, the plan will guide the City as the town grows. She further reported a part-time IT person has been hired, the park foreman and the street maintenance worker lead positions were filled with internal candidates and recruiting continues for the assistant city engineer. In conclusion, City Administrator Busse gave an update on the expansion project of the wastewater treatment plant and the process for the City of Medford to connect to that system.

General Manager/Staff Report

Director, Information Technology & Metering Baum presented the Information Technology's roadmap to the Commission. He noted the roadmap is instrumental in planning and budgeting; provides clarity and vision; assists in prioritizing and organization; and improves communication & understanding of all OPU's systems and future needs. Mr. Baum frequently discusses IT topics with the Rochester and Austin Utilities especially in the areas of analytics, staffing and tips and tricks. Commissioner Zirngible asked for an update on the budgeted IT items for 2023. Mr. Baum replied, there have been some issues with supply chain and internal HVAC systems that are causing delays.

General Manager Warehime discussed the OPU Scorecard in detail with the Commission. Director, Engineering & Field Services Fenstermacher provided additional details in the electric graphs.

Commissioner Roundtable

Commissioner Vetter asked what OPU does to help keep the electric peak down and how it measures the effectiveness of their efforts. General Manager Warehime discussed the various ways OPU uses to help control electrical usage during peak times including curtailing our central water works system, using residential load management units to cycle central air conditioning, issuing Peak Alerts to enlist the community in reducing their electric usage and calling on a few of our larger industrial customers to curtail their energy use. General Manager Warehime will put together some scenarios related to the pricing versus peak. Director, Finance & Administration Olson noted, changes are being proposed to the Energy Management program and will be presented to the Commission at a later date.

Audience Comments

City Councilmember Dan Boeke was present and asked for clarification on some numbers he received recently in a report. General Manager Warehime will follow-up with him.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:06 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications and Administration Coordinator



Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
July 13, 2023 to July 26, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Country Creek Lane Northeast	The vacant lots with tall grass and weeds on Country Creek Lane NE have been cut as of 7/17/23.	7/17/2023			7/17/2023	Has been mowed.	0.5
Mineral Springs Parkway Northeast	The complaint vacant lot has been cut as of 7/12/23.	7/12/2023			7/12/2023	Has been mowed.	0.5
Mineral Springs Parkway Northeast	The complaint vacant lot has been mowed as of 7/17/23.	7/17/2023			7/17/2023	Has been mowed.	0.5
Oak Avenue South	During drive around in the complaint area-this vacant lot was being mowed as of 7/17/23.	7/17/2023			7/17/2023	Has been mowed.	0.5
Wildflower Drive Northeast	The two complaint vacant lots have been cut as of 7/12/23.	7/12/2023			7/12/2023	Has been mowed.	0.5
1016 Elm Avenue South	closing this complaint location for the major cutting in the backyard.	7/17/2023			7/17/2023	Has been mowed.	0.5
1020 Frontage Road West	The vacant lot with grass and weeds has been mowed as of 7/18/23.	7/18/2023			7/18/2023	Has been mowed.	0.5
1039 Lincoln Avenue South	Living room chair on the front blvd. See attached picture 8031 of the complaint location as of 7/25/23. No change to the complaint location as of 7/26/23.	7/25/2023	7/27/2023	8/7/2023			0.5
1060 Lincoln Avenue South	It appears the the thistles and weeds behind the complaint house in the in fenced area has been cut as of 7/17/23.	7/17/2023			7/17/2023	Has been mowed.	0.5
1145 16 Street Southwest	The complaint location refrigerator in front of garage has been removed as of 7/21/23.	7/21/2023			7/21/2023	Has been removed.	0.5
116 Selby Avenue	A two-level kids play station on the front blvd area. See picture 8027 of the complaint location as of 7/24/23.	7/24/2023			7/25/2023	Has been removed.	1
118 13 Street Northwest	The complaint location landscape barrier/fence has been removed as of 7/17/23.	7/17/2023			7/17/2023	Has been removed.	0.5
120 Chambers Avenue South	Alleyway with tall weeds and thistles. See attached pictures 8008, 8009, 8010 of the complaint location as of 7/20/23. No change to the complaint location status as of 7/25/23, 7/26/23.	7/20/2023	7/27/2023	8/7/2023			0.5
1201 Cedar Avenue South	Three seat brown couch on the front blvd area. See attached picture 8020 of the complaint location as of 7/21/23. The complaint location removed the complaint 3 seat couch as of 7/21/23.	7/21/2023			7/24/2023	Has been removed.	1
1313 Leif Avenue	The complaint location with weeds in all yards has been mowed as of 7/18/23.	7/18/2023			7/18/2023	Has been mowed.	0.5
1352 Linn Avenue	Reinspection pictures 8021, 8022 of the complaint location with the garbage bags removed by the front door and complaint items still on the west side of the garage area covered by a tarps as of 7/21/23. Need to setup another violation notice as of 7/21/23.	7/21/2023			7/25/2023	The complaint location has cleaned the areas on the west side of the garage as of 7/25/23. Closing the complaint	1
136 16 Street Northeast	The complaint location has been mowed as of 6/30/23.	6/30/2023			6/29/2023	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 13, 2023 to July 26, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1420 Cedar Avenue North	Complaint: Trees and branches cut down on the north side of the property. Has been there for a long time. See attached picture 8030 of the complaint location as of 7/25/23. No change to the complaint location status as of 7/26/23.	7/25/2023	7/27/2023	8/10/2023			0.5
1575 Mineral Springs Parkway Northeast	Clothes dryer on driveway and china storage cabinet (top half only) on sidewalk. See attached picture 7995 of the complaint location as of 7/14/23.	7/14/2023			7/17/2023	Have been removed.	1
204 Fremont Street East	The complaint location with long grass and weeds has been mowed as of 7/21/23.	7/21/2023			7/21/2023	Has been mowed.	0.5
215 Linden Avenue	Garbage bags in the front street. See attached picture 7928 as of 7/6/23. No change to the complaint location status as of 7/20/23.	7/14/2023	7/18/2023	7/28/2023	7/21/2023	The complaint location with the garbage bags on the front street have been removed as of 7/21/23.	1
219 Linden Avenue	7/14/23 - Received a message that the owner called and stated that the garbage bags are the neighbor's. Closing this complaint and will open one for 215 Linden.	7/14/2023			7/14/2023	Closed - wrong location.	0.5
221 Beech Avenue	Long grass & weeds in all yards. See attached picture 8005 of the complaint location as of 7/19/23. No change to the complaint location status as of 7/25/23, 7/26/23.	7/19/2023	7/25/2023	8/5/2023			0.5
230 Allan Avenue Southwest	Complaint: Tall weeds growing over sidewalk.	7/27/2023					0.5
240 Rice Street East	The complaint location with long grass and weeds has been mowed as of 7/14/23.	7/14/2023			7/14/2023	Has been mowed.	0.5
241 Mill Street East	Long grass & weeds in all yards. See attached picture 8006 of the complaint location as of 7/19/23. The complaint location with long grass/weeds has been mowed as of 7/24/23.	7/19/2023			7/24/2023	Has been mowed.	1
246 Rice Street East	See attached picture 8000 of the complaint location reinspection picture as of 7/17/23. Need to call the lawn service. The long grass and weeds in all yards has not been mowed as of 7/18/23, 7/19/23. 7/19/23 - Contacted mower. The complaint location has not been mowed as of 7/20/23, 7/21/23.	7/17/2023			7/24/2023	The complaint location with long grass and weeds has been mowed as of 7/24/23.	1
252 Locust Avenue	Complaint: Pile of junk is behind the garage. It includes bed frames, old grills, old lawn mowers, car tires, miscellaneous other items. See attached pictures 8012, 8013 of the complaint location as of 7/20/23. No change to the complaint location status as of 7/21/23, 7/24/23, 7/25/23, 7/26/23.	7/19/2023	7/27/2023	8/10/2023			0.5

Weed/Nuisance Complaint Inspections					OWATONNA FIRE DEPARTMENT		
July 13, 2023 to July 26, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
322 Elm Avenue South	Refrigerator was removed. Long grass/weeds have not been cut. See attached pictures 8002, 8003 of the complaint location as of 7/18/23. No change to the complaint location status as of 7/20/23, 7/21/23.	7/19/2023	7/20/2023	7/30/2023	7/24/2023	The complaint location with long grass and weed has been mowed as of 7/24/23.	1
323 Allan Avenue Southwest	Desk chair has returned. Couch, cabinet, and misc items remain. See attached picture 8004 of the complaint location as of 7/18/23. No change to the complaint location status as of 7/20/23, 7/21/23, 7/24/23, 7/25/23, 7/26/23.	7/19/2023	7/20/2023	7/30/2023			0.5
333 State Avenue	The complaint location with long grass and weeds has been mowed in all yards as of 7/17/23.	7/17/2023			7/17/2023	Has been mowed.	0.5
400 20 Street Northeast	3 seat brown couch on the front blvd area. See attached picture 7987 as of 7/12/23.	7/12/2023			7/17/2023	Has been removed.	1
406 Elm Avenue South	Long grass/weeds in all yards of the complaint location. See attached pictures 7988, 7989 as of 7/13/23. No change to the complaint location status as of 7/17/23, 7/18/23.	7/13/2023	7/18/2023	7/28/2023	7/19/2023	The long grass and weeds in all the yards has been mowed as of 7/19/23.	1
425 Oak Avenue North	The complaint location couch parts has been removed as of 7/26/23.	7/26/2023			7/26/2023	Have been removed.	0.5
434 Dartt Avenue	Long grass/weeds in all yards of the complaint location. See attached picture 7996 of the complaint location as of 7/14/23. No change to the complaint location status as of 7/17/23, 7/18/23, 7/19/23, 7/20/23, 7/21/23, 7/24/23.	7/14/2023	7/18/2023	7/28/2023	7/25/2023	The complaint location with long grass and weeds in the front yard have been mowed as of 7/25/23.	1
435 Fairview Street Northwest	Long grass & weeds in all yards. See attached picture 8024 of the complaint location as of 7/24/23. No change to the complaint location status as of 7/26/23.	7/24/2023	7/27/2023	8/7/2023			0.5
450 Kriesel Place	Complaint: Tall weeds in backyard by property line. No change per complainant on Greenwood Drive as of 7/21/23, 7/22/23, 7/23/23, 7/24/23, 7/25/23.	7/21/2023	7/27/2023	8/10/2023			0.5
453 Mound Street	The noxious weeds on the west side of the house under the tree on Valley Avenue have been cut as of 7/25/23.	7/24/2023			7/25/2023	Have been cut.	
546 15 Street Southeast	Long grass/weeds in front, back, sides, and around house. See attached picture 8028 of the complaint location as of 7/24/23. The complaint location has mowed the location as of 7/26/23.	7/24/2023			7/26/2023	Has been mowed.	1
555 Rose Street East	Stove, refrigerator, dryer, washer on the front driveway. See attached picture 8019 of the complaint location as of 7/21/23. The complaint location removed the four items from the front driveway as of 7/24/23.	7/21/2023			7/24/2023	Have been removed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 13, 2023 to July 26, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
570 South Street East	Living room chair and foot stool on the front blvd. See attached picture 8029 of the complaint location as of 7/24/23.	7/24/2023	7/27/2023	8/7/2023			0.5
677 Glendale Street	Coffee table, mattress & rear seat for van/pickup on blvd. See attached picture 8034 of the complaint location as of 7/24/23.	7/24/2023	7/27/2023	8/7/2023			0.5
820 18 Street Northeast	Reinspection picture 8016 of the complaint location-did not mow or cut the tall weeds in the flower garden areas as of 7/21/23. Need to call the lawn service as of 7/21/23. Has not been mowed as of 7/24/23, 7/25/23, 7/26/23.	7/21/2023	7/11/2023	7/21/2023		7/21/23 - Contacted mower.	0.5
830 20 Street Northeast	The misc complaint items on the east side of the garage has been removed as of 7/6/23.	7/6/2023			7/6/2023	Have been removed.	0.5
917 Rice Lake Street	The complaint location with a table on the front blvd has been removed as of 7/17/23.	7/17/2023			7/17/2023	Has been removed.	0.5
970 11 Avenue Northeast	Misc items on the front yard (desk chair, glass collection). See complaint location picture 8018 as of 7/21/23. No change to the complaint location status as of 7/25/23, 7/26/23.	7/21/2023	7/27/2023	8/10/2023			0.5



Licenses - Permits

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: OWATONNA SOCCER ASSOCIATION

Previous Gambling Permit Number: X-94544-22-004

Minnesota Tax ID Number, if any: ES38009

Federal Employer ID Number (FEIN), if any: 41-1908332

Mailing Address: PO BOX 169

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

Name of Chief Executive Officer (CEO): PATRICK GRUBISH, PRESIDENT

CEO Daytime Phone: 507-456-3226 CEO Email: PTGRUBISH4@GMAIL.COM

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 841 14TH ST SE, OWATONNA, MN

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): OCTOBER 3, 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

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clavis

Title: Adm. Specialist Date: 7/11/2023

**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: Patrick Grubish Date: 7/19/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: PATRICK GRUBISH, PRESIDENT

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Open Arms Suicide Prevention

Previous Gambling Permit Number: X-93637-22-004

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 46-0961732

Mailing Address: 66561 120th ave

City: Claremont State: MN Zip: 55924 County: Dodge

Name of Chief Executive Officer (CEO): Robert Sikel

CEO Daytime Phone: 507-456-1884 CEO Email: hdizforrs@yahoo.com

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

Email permit to (if other than the CEO): donnaayers@foamcraftpackaging.com

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): Eagles

Physical Address (do not use P.O. box): 141 E Rose St

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Sept 9th 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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Page 2 of 2

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:

Janeth Clawson

Title: Admin Specialist Date: 7/27/23

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 07/27/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Robert Sikel

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer



DATE: August 2, 2023
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Outdoor Public Fireworks Permit - August 17, 2023

Purpose:

Seeking approval for an outdoor fireworks permit for a pyrotechnics display during the band Hairball's performance. The display is planned for August 17, 2023 between 8 PM and 10 PM at the Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna.

Background:

This is a standard outdoor public fireworks permit for the band Hairball for a pyrotechnics display during their performance on August 17, 2023. The pyrotechnic operator is Bryant Beckermann, MN State Fireworks Operator Certificate #1035.

Budget Impact:

No impact on the budget is expected.

Staff Recommendation:

Recommend approval of the outdoor public fireworks permit.

Attachments:

1. Public Display - August 17, 2023

City of Owatonna
APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.

Name of Applicant (Sponsoring Organization): Steele County Free Fair

Address of Applicant: 1525 S Cedar Ave, Owatonna, MN 55060

Name of Applicant's Authorized Agent: Hairball Productions LLC

Address of Agent: 3751 Culver Court, Faribault, MN 55021

Telephone Number of Agent: 952-484-4696 Date of Display: 8-17-23 Time of Display: 8:00 PM - 10:00 PM

Location of Display: Steele County Fairgrounds - 1525 S Cedar Ave, Owatonna, MN 55060

Manner and place of storage of fireworks prior to display: Devices trucked to, assembled, and discharged day of show

Type and number of fireworks to be discharged: Please see attached pyro packet

**MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT
SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.**

Name of Supervising Operator: Bryant Beckermann

Certificate No.: 1035

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ _____
(Suggested Amount: \$1.5 million minimum)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 and/or 1126, applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent):



Date: 07-21-23

Signature of Fire Chief/County Sheriff:

Date:

Signature of Issuing Authority:

Date:



TABLE OF CONTENTS

2: Stage Plot

3: Pyro by Position List

4: Licenses

5: Certificate of Flame Resistance

6-86: Manual for Flame Projector

87-98: Safety Data Sheets for Starting Fluid in Flame
Projectors

99-159: Safety Data Sheets for Product

160-173: NFPA 1126

174-192: NFPA 160

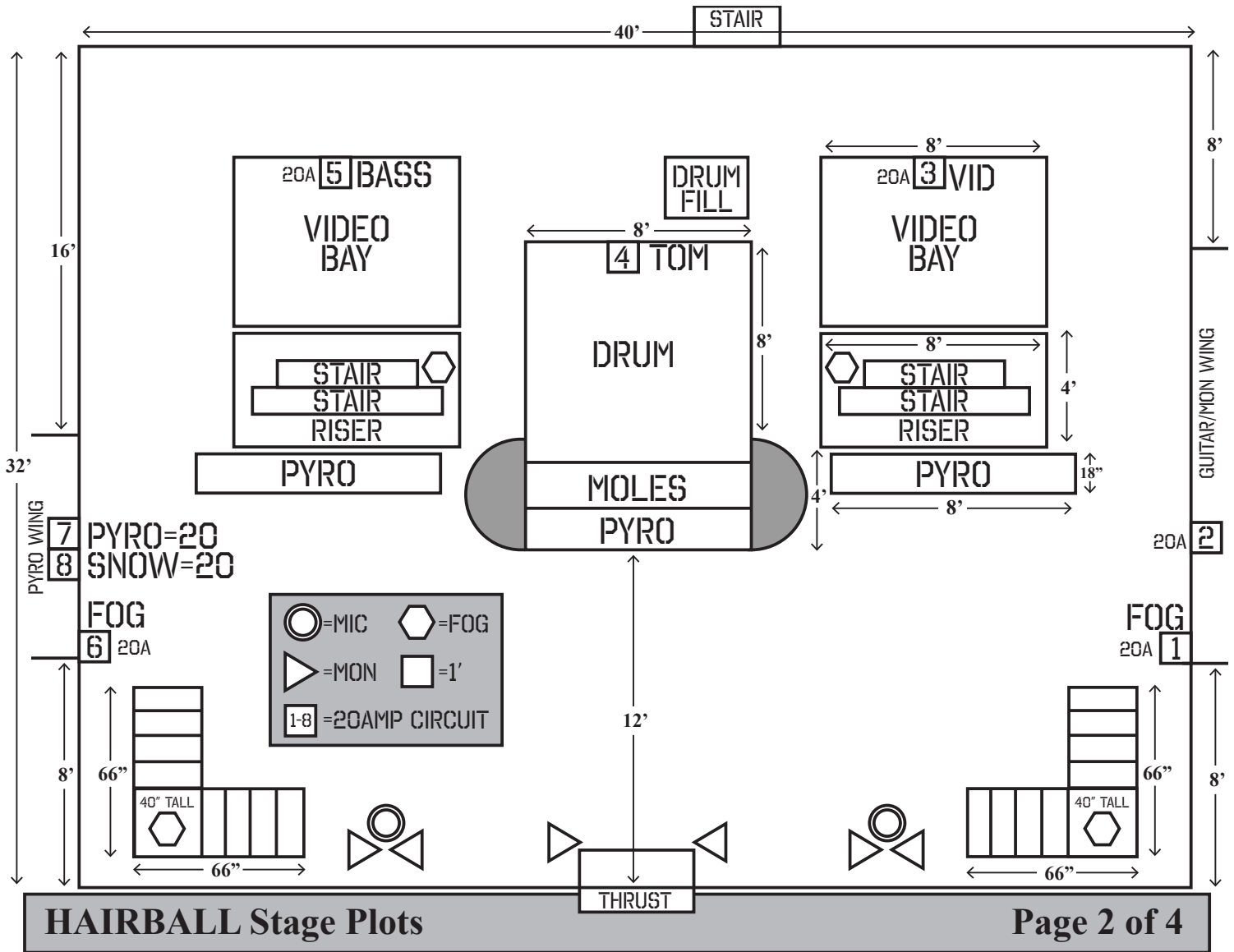
Contact Information

Danielle Findling

(952)484-4696

Danielle@hairballonline.com

HAIRBALL



PYRO BY POSITION

"A"(STAGE RIGHT)"/"C"(STAGE LEFT) OF THE
DRUM RISER. EACH HAVE 2 BOXES OF
PYROTECHNIC DEVICES AND ARE AS FOLLOWS:

12 20' RED COMETS
3 20' SILVER COMETS
2 YELLOW FLAME PROJECTORS
1 RED FLAME PROJECTOR
2 GREEN FLAME PROJECTORS
2 20' SPLATTER CRACKLE MINES
3 20' VARIGRATED MINES
3 FIREBALLS REGULAR
4 ¼ X 20' QUICK SHOTS, SILVER
2 6 SECOND WHISTLES W/TAIL
2 30X20' RED/SILVER GERBS
1 15X20' GOLD GERBS
1 20X20' SILVER GERBS
1 20' RED MINE
1 20' PURPLE MINE
1 20' ORANGE MINE
1 20' YELLOW MINE
24 WHITE BANG SPARK FLASH TUBES

"B"/IN FRONT OF THE DRUM RISER
DRUM STAIRS CONTAINING 2 BOARDS OF
PYROTECHNIC DEVICES AND ARE AS
FOLLOWS:

8 FIREBALLS REGULAR
4 FIREBALLS GREEN
4 20' VARIGRATED MINES
2 20' SPLATTER CRACKLE MINES
4 1X20' BIG SHOTS SILVER
2 30X20' RED/SILVER GERBS
2 20X20' SILVER GERBS
2 15X20' SILVER GERBS
2 15X20' GOLD GERBS
8 WHITE BANG SPARK FLASHTUBES

UP TO 6 DMX FLAME PROJECTORS (3METERS MAX HEIGHT)
EACH UNIT CONTAINS 2 STARTER FLUID CANISTERS



FIREWORK OPERATOR CERTIFICATE

Certificate Type: **P**

NFPA 1126

Certificate No: **1035**

Bryant Beckermann

2621 Lyndale Ave S, #206

Minneapolis, MN 55408

Effective Date

12/20/2021

Expiration Date

12/31/2025



3765 Peachtree Crest Drive, Duluth, GA 30097 | 800-211-8217 | georgiastage.com

CERTIFICATE OF FLAME RESISTANCE

SUBMITTED TO: QUIK STAGE

PROJECT LOCATION: BLAINE, MN

This is to certify that the materials described herein have been flame retardant treated (or are inherently flame resistant). Certification is hereby made that:

- ☐ (a) The article described on this certificate has been treated with a flame retardant chemical such that the fabric meets the minimum requirements of flame resistance established by the NFPA 701 Test. The flame retardancy has a life expectancy of one (1) year, but is likely to be effective for much longer. The flame retardance WILL be removed by water washing. Georgia Stage, LLC, recommends annual testing of the fabric using NFPA 705 Field Test Method for Textiles, as accumulations of airborne dust and oils may diminish the flame resistance of the fabric.
- ☒ (b) The article described on this certificate meets the minimum requirements of flame resistance established by the NFPA 701 Test. Made with non-combustible elements, this fabric is inherently and permanently flame resistant for the life of the fabric, without the addition of flame retardant chemicals. This flame resistance will NOT wash out. Georgia Stage, LLC, however recommends annual testing of the fabric using the NFPA 705 Field Test Method for Textiles, as accumulations of airborne dust and oils may diminish the flame resistance of the fabric.

STYLE: PREMIER IFR

JOB#: 1900662

COLOR: BLACK

DATE: 4.19.19

YARDS: 49.48

CUSTOMER PO: 10825



Event Permits



City of Owatonna

Governor's Pheasant Hunting Opener Community Celebration - Friday, October 10, 2023

07/25/2023

EP-23-45

Events Permit Application

Status: Active**Date Created:** Jul 21, 2023**Applicant**

Glenda Smith
gsmith@owatonna.org
120 South Oak Ave
Owatonna, MN 55060
6127207686

Event will be held in Central Park. Request use of parking spaces on east, west and some on north side of park for food vendor trucks and unloading options.

Event Information**Event Contact**

Glenda Smith

Location of Event

Central Park

Description of Event

Governor's Pheasant Hunting Opener Community Celebration with Food Trucks and Band

Event Set Up Date

10/13/2023

Event Set Up Time

10 am

Actual Event Date

10/13/2023

Actual Event Time

5pm-8pm

Clean Up Date

10/15/2023

Clean Up Time

12pm

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

Canceled

Estimated Attendance

350

Is this event a dance?

No

Application Information**Sponsoring Organization Name**

Owatonna Area Chamber of Commerce

City

Owatonna

Zip

55060

Primary Contact**Phone Number**

507-451-7970

Email Address

gsmith@owatonna.org

Cell Phone

612-720-7686

Cell Phone

507-475-3451

Phone

612-720-7686

Mailing Address

120 South Oak Ave

State

MN

Website Address

www.visitowatonna.org

Name

Glenda SMith

Cell Phone

612-720-7686

Primary On-site Contact**Name**

Glenda Smith

Alternate On-site Contact**Name**

Lisa Cochran

Refer Media or Citizen Inquiries To:**Name**

Glenda Smith

Event Features**City Streets or Right-of-Way**

Yes

Date

10/13/2023

Alleys

No

Start/End Time

3pm

Name of Requested Street(s)

East Park Square/West Park Square/Broadway

City Sidewalks or Trails

No

Public Parking Lots or Spaces

Yes

Date

10/13/2023

Start/End Time

10am

Name of Requested Park(s)

Central Park

Number and Size

10, 2ft x 3ft

Will there be any inflatables?

No

Will there be entertainment?

Yes

Will sound amplification be used?

Yes

Hours

6pm-8pm

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

Will there be temporary fencing?

No

How many vendors expected?

10

Will alcohol be sold?

No

Is this a request for a temporary permit?**Start/End Time**

3pm

Parks

Yes

Date

10/13/2023

Will any signs/banners be put up?

Yes

Insurance certificate from rental vendor is required. *No staking without approval*

What Type

Band

Type

Sound system from Band

Will sound be amplified after 10:00pm?

No

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

Yes

Dimensions

30' x 60'

Fees may apply. No staking without approval.

Will merchandise/food items be sold?

Yes

Will food be prepared on site?

Yes

A Temporary Liquor License will be required. Complete an application for a Temporary Liquor License.

Yes

Additional documentation and fees are required

Will there be a fireworks display?

No

*Permit required, Contact Owatonna Fire
Department: 507-444-2454*

Describe power needs and location of power source

Food trucks and band will use existing power sources in park- please make sure they are available and in working order.

Describe level of advertisement

Radio, social, paper, signs, tv, local, regional and state

Have adjacent property owners been notified of this event?

Yes

Signatures required.

Will the event need barricade(s)?

No

Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-774-7050 to make arrangements". *Fees may apply.*

Will the event need cones?

Yes

Number Needed

36

Size Needed

Large

Event organizer is responsible for pickup and return of cones at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-774-7050 to make arrangements". *Fees may apply.*

Will Central Park Stage be used?

Yes

Number Needed

1

Will there be any horses?

No

Please provide insurance information and complete Hold Harmless Agreement

Describe trash removal and cleanup plan during and after event

will use trash receptacles already in place, please bring 2 more to place near tent.

Will event need traffic control?

No

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

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

Governor Walz will have his own staff and security team with him; volunteers and committee members will assisting with crowd control. A security check will be scheduled with Gov. team before the event. Local law enforcement will be invited to attend the security check when that date is determined.

Will "No Parking" signs be needed?

Yes

Number Needed

30

Fees may apply, show location(s) on site map.

Will event need security?

No

Will event need Emergency Medical Services?

No

Contact Gold Cross Ambulance" 507-451-6403

Describe the emergency action plan if severe weather should arise?

we will monitor local weather and make decisions as needed and announce to attendees

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

Name

Glenda Smith

Phone Number

612-720-7686

Email

gmsith@owatonna.org

List any other pertinent information

Please have "no parking" signs up 24 hrs in advance, no streets will be blocked, just parking spaces for food trucks and band unloading and set up.

Please deliver 4 fire barrels as indicated in the site map.

We will be utilizing the restroom facilities in the bandshell.

Tent vendor indicated that they will tear down tent by Sunday*

A security check will be scheduled with Gov. team before the event. Local law enforcement will be invited to attend the security check when that date is determined with the governor's office- most likely the end of September.

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

Central Park Stage Usage Information

Time

5pm

Open

3pm

Close

8pm

Sound or Light Person Needed

No

Size of Group that will be on stage

5

Type of Group

Country Music Band

Name of Person that will be Opening and Closing of Stage

Brad Meier

If Park Staff is needed to Open and Close Stage - fee of \$100 for each operation will be required. Any group larger than 15 people will require use of extenders - 4 people will needed to put on extenders.

Applicant Signature

The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity.

Depending on the size of and scope of the event a "Certificate of Insurance" may be required. *If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.*

Signature of Applicant

Glenda Smith

07/21/2023

Internal Use

Attachments

 Friday Night (OCT 13) Food Trucks and Tent Central Park.pdf

Uploaded by Glenda Smith on Jul 21, 2023 at 3:45 pm

Building & Inspection: approved with no comment.

Public Works: approved, the city will put up no parking signs and leave cones stacked up . Putting out the cones will be responsibility of the applicant. Budget impact estimate \$17.50 for 1/2 an hour of labor.

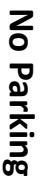
Fire: approved, ask applicant to review information available on the City's website for some details on the MN Fire Code requirements: Temporary Use of Tents (owatonna.gov)

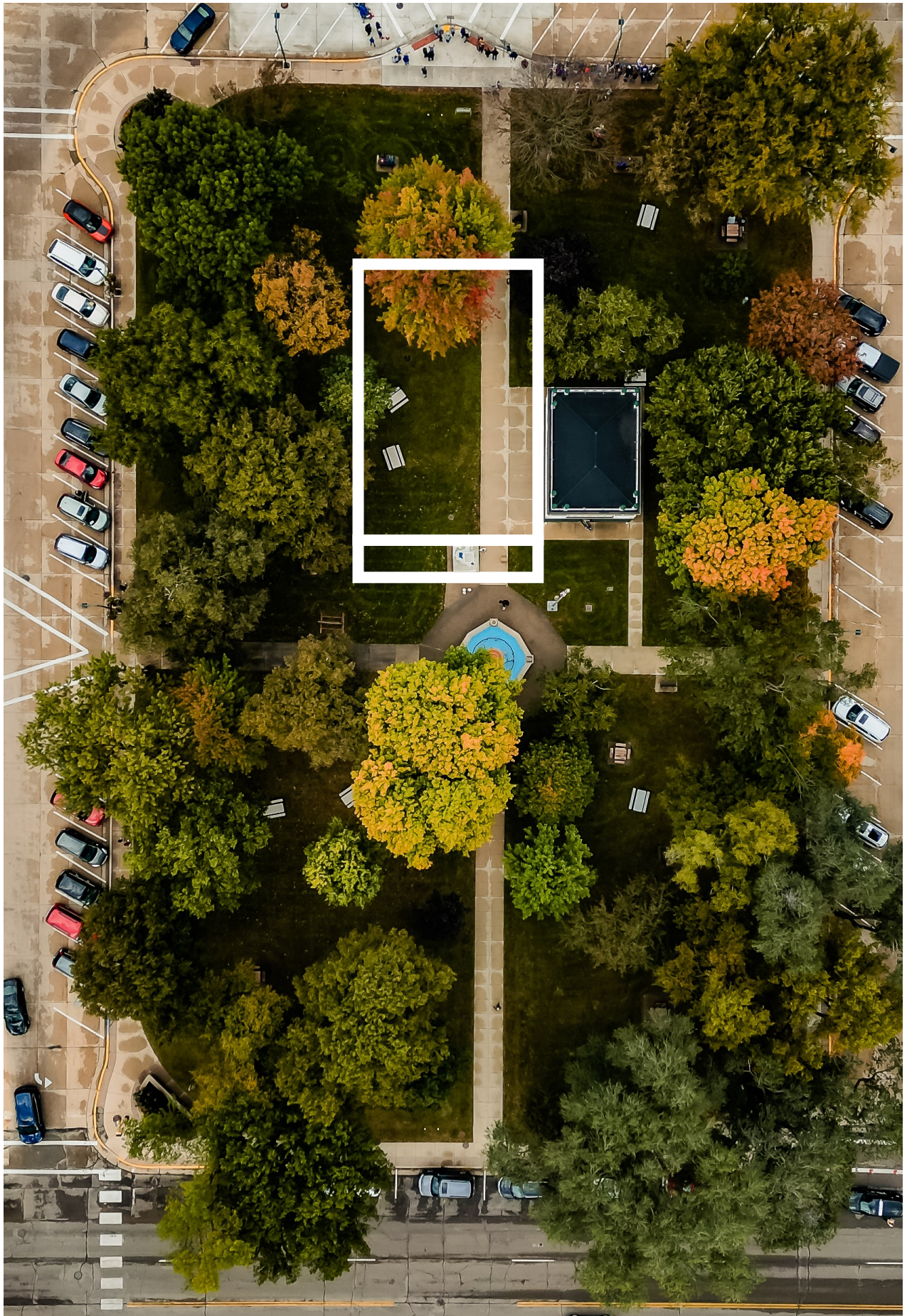
Park & Rec: approved, applicant to call for locates before staking any signs and tent. The City is not responsible for damage or vandalism by leaving a tent up overnight for two nights. Need a certificate of insurance for the tent with the City also named.

Approved, possible budget impact of \$378 for 2 off-duty officers.

Council: Will be on Consent Agenda for August 2, 2023 City Council Meeting.

Fire Hall







City of Owatonna

Block Party - Churchill/Truman

Saturday, Sept 9th

5:00 pm - 11:30 pm

07/26/2023

EP-23-46

Events Permit Application

Status: Active**Date Created:** Jul 25, 2023

Applicant

Allison Chamberlin
arabrahams@hotmail.com
785 Churchill Dr
Owatonna, MN 55060-4414
5074568313

Event Information**Event Contact**

Allison Chamberlin

Location of Event

785 Churchill Dr-in the street and driveway

Description of Event

Truman/Churchill Block Party

Event Set Up Date

09/09/2023

Event Set Up Time

12:00 pm

Actual Event Date

09/09/2023

Actual Event Time

5:00 pm

Clean Up Date

09/10/2023

Clean Up Time

10:00 am

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

Canceled

Estimated Attendance

50

Is this event a dance?

No

Application Information**Sponsoring Organization Name**

Allison Chamberlin

City

Owatonna

Zip

55060

Primary Contact**Phone Number**

5074568313

Email Address

arabrahams@hotmail.com

Cell Phone

5074568313

Cell Phone

5074562987

Phone

5074568313

Mailing Address

785 Churchill Dr

State

MN

Website Address

NA

Name

Allison Chamberlin

Cell Phone

--

Primary On-site Contact**Name**

Allison Chamberlin

Alternate On-site Contact**Name**

Dale Pheifer

Refer Media or Citizen Inquiries To:**Name**

Allison Chamberlin

Event Features**City Streets or Right-of-Way**

Yes

Date

09/09/2023

Alleys

No

Start/End Time

5-11:30 pm

Name of Requested Street(s)

Churchill Dr

City Sidewalks or Trails

No

PUBLIC PARKING LOTS or Spaces

No

Will any signs/banners be put up?

No

Insurance certificate from rental vendor is required. *No staking without approval*

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

Will merchandise/food items be sold?

No

Will alcohol be sold?

No

Is this a request for a temporary permit?

Yes

Additional documentation and fees are required

Permit required, Contact Owatonna Fire Department: 507-444-2454

Describe power needs and location of power source

standard electrical for crock pots

Describe level of advertisement

NA

Have adjacent property owners been notified of this event?

Yes

Parks

No

Will there be any inflatables?

No

Will there be entertainment?

No

Will sound amplification be used?

No

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

No

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

Will food be prepared on site?

No

A Temporary Liquor License will be required. Complete an application for a Temporary Liquor License.

Will there be a fireworks display?

No

Will the event need barricade(s)?

Signatures required.

NO

Will the event need cones?

Yes

Number Needed

8

Size Needed

Large

Will Central Park Stage be used?

No

Will there be any horses?

No

Please provide insurance information and complete Hold Harmless Agreement

Describe trash removal and cleanup plan during and after event

garbage and recycling bins will be available during the event

Will event need traffic control?

No

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

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

it won't be a crowded event

Will "No Parking" signs be needed?

No

Fees may apply, show location(s) on site map.

Will event need security?

No

Will event need Emergency Medical Services?

No

Contact Gold Cross Ambulance" 507-451-6403

Describe the emergency action plan if severe weather should arise?

everyone goes home

Name

Please provide contact information for responsible party during event to advise of

Allison Chamberlin

severe weather notifications:

Phone Number

5074568313

Email

arabrahams@hotmail.com

List any other pertinent information

--

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

Applicant Signature

The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity.

Depending on the size of and scope of the event a "Certificate of Insurance" may be required. If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.

Signature of Applicant

Allison R Chamberlin
07/25/2023

Internal Use

Special Provisions

--

Fire Department Approval / Comments / Notes

-- Approved, no comment

Park & Rec. Department Approval / Comments / Notes

--i Approved. No impact for P&R.

Police Department Approval / Comments / Notes

-- Approved - no budget impact. on-duty staff will drop in for a visit.

Public Works Department Approval / Comments / Notes

-- Approved - applicant to call City Shop to arrange pick-up of cones, 774-7051.

Building & Inspection

-- Approved, no impact.

Date to Council

-- Item on Council Consent Agenda - August 2, 2023

Council Notes

--

Items Needed

--

Attachments

 2023 council.doc

Uploaded by Allison Chamberlin on Jul 25, 2023 at 8:59 am

 Block Party Invite.doc

Uploaded by Allison Chamberlin on Jul 25, 2023 at 8:59 am

2023 Churchill/Truman Block Party

Date: July 21, 2023

Honorable Mayor and City Council of Owatonna,

We would once again like to have your permission to have a block party on Churchill Drive this **September 9th** from 5 pm to 11:30 pm.

We will be inviting all families on Churchill Drive and all Truman families between the South side of 18th st and North side of 22nd st with driveways on Truman.

The details of the party are outlined in the Event Permit Application filed with the city.

We plan to place removeable orange cones at the South entrance and middle of Churchill Drive as we have done in the past. (see drawing below)

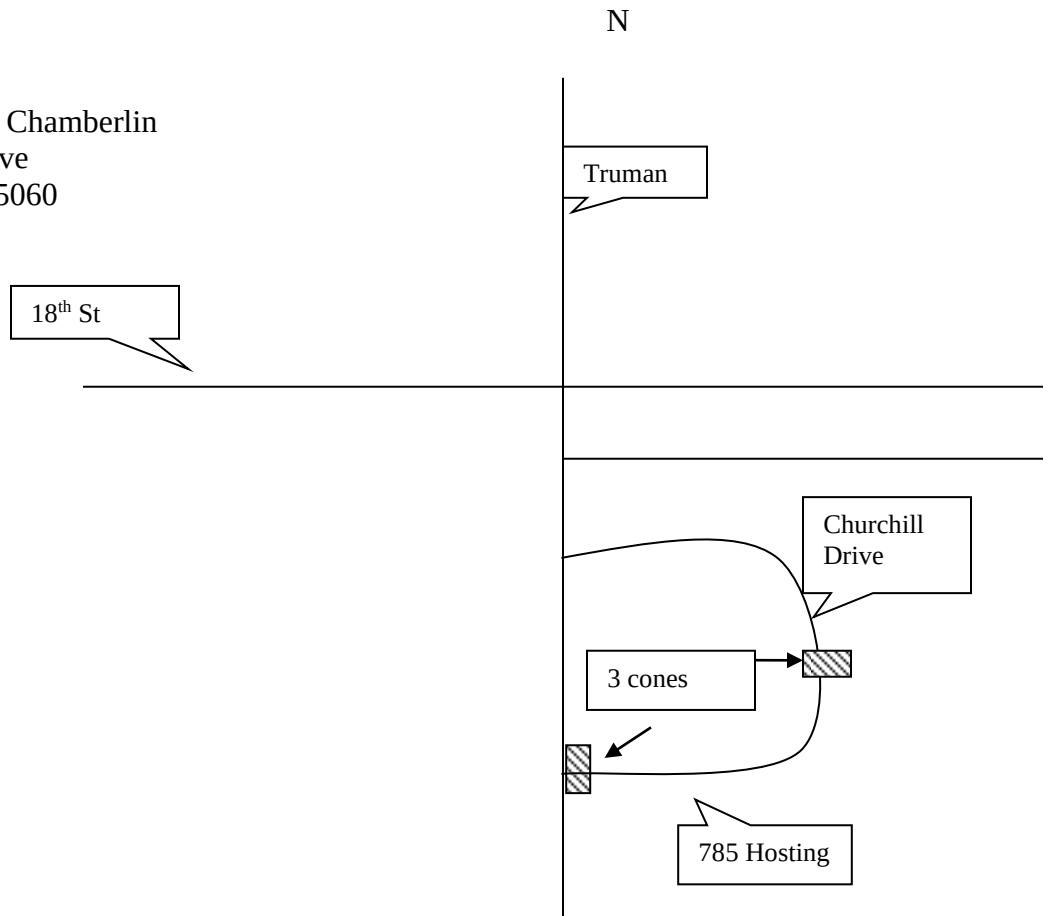
See attached invitation for details on the party. The Honorable Mayor and Council members should consider themselves honorary guests of this event.

Area map on next page

2023 Churchill/Truman Block Party

Thank you,

Allison & Jeremy Chamberlin
785 Churchill Drive
Owatonna, MN 55060
507.456.8313





Miscellaneous



Fire Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Accept Owatonna Foundation Grant - Owatonna Fire Department

Purpose:

Acceptance of a grant from the Owatonna Foundation to the Owatonna Fire Department

Background:

The Fire Department had applied for (and was granted) a grant from the Owatonna Foundation of \$8,115.00 to purchase a forcible entry training prop.

This prop will be used in training our firefighters on the skills of forcible entry. Historically, when we trained on this topic, we reviewed videos and simulated the skills. By having this training prop, we will be able to actually practice the skills as we would perform them on a real call. In addition to training our existing staff, this prop will be used in our recruit training of new firefighters and in our highschool program we will be launching in the fall.

Budget Impact:

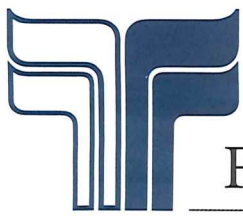
This will have a positive budget impact of \$8,115 on our budget and allow us to purchase this prop.

Staff Recommendation:

Staff recommends acceptance of this grant and purchase of this training prop.

Attachments:

1. Grant Award Letter - Owatonna Foundation



Owatonna Foundation

Supporting community progress

P.O. Box 642 • Owatonna, MN 55060
507-455-2995 • email: info@owatonnafoundation.org
www.owatonnafoundation.org

May 20, 2023

Ryan Seykora
Owatonna Fire Department
107 W. Main Street
Owatonna, MN 55060

Dear Ryan,

Thank you for your grant request to the Owatonna Foundation and for taking the time to visit with the Grants Committee. I am pleased to inform you that our Board of Trustees approved a grant in the amount of **\$8,115.00 to be used towards the forcible Entry Door.**

This letter outlines the terms and conditions of accepting this grant. Please read all the terms and conditions carefully. If your organization agrees to these terms, have an authorized representative sign and return one copy of this letter.

- Funds must be used only as specified in the approved grant proposal by June 30, 2024.
- Your organization must retain records to account for the use of the grant funds.
- The Foundation may include information regarding this grant in its publications and asks that you provide proper acknowledgement in your publications, social media, or website, and issue an appropriate press release to the local media (which we will provide to you). Our logo may be requested via email (info@owatonnafoundation.org).
- **Permanent recognition of the Foundation's gift needs to be displayed on site.**
- We would ask to briefly meet with your board of directors at a mutually convenient time to be arranged within twelve months of the project's completion. The purpose of this visit is to share information about the Foundation with your board members.
- If you have a website or Facebook page, we ask that you link to the Owatonna Foundation and we, in turn, will link to your website from our Foundation website.

The grant award shall be paid to the Owatonna Fire Department upon submission of an invoice(s) for the purchase of Forcible Entry Door.

The Board of the Owatonna Foundation appreciates being able to assist your efforts and hopes that these funds will enable you to continue the wonderful service you provide to our community. If you have questions, please don't hesitate to call me at 455-2995 or email me at the above email address.

Sincerely,


Sara McKay, Executive Director

I certify that Owatonna Fire Department accepts the terms outlined in this letter.

Name

Title



Administration Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Accept Donation from Sharon and Harvey West for Dam Preservation

Purpose:

Accept a donation received from Sharon West and her late husband, Harvey West.

Background:

The City received a check from Sharon West with a request that the funds be deposited into the City's dam preservation fund. This account was created to fund structural repairs needed to the Morehouse Dam. This account has a current balance of \$44,871.89.

Budget Impact:

\$10,000 for future dam preservation needs.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



Parks, Trails, Recreation & Facilities Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: GIS Maintenance Service Agreement - Leica Geosystems

Purpose:

Accept a 1-year maintenance contract from Leica Geosystems, and due to the small annual investment, approval for subsequent ongoing agreements until equipment is replaced in 2027.

Background:

A 1-year Zeno Basic contract covers software upgrades and support on Leica Geolocator antenna used with ArcGIS and Cartegraph.

Budget Impact:

\$62.50 annually from operating

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Leica Geosystems Service Agreement

Quotation for Contract

No. 21501441

- when it has to be **right**



Mr. Rubin Seifert
GIS Analyst
CITY OF OWATONNA
540 W HILLS CIR
OWATONNA MN 55060

Date: 07/03/2023



Your Reference

Customer No.: 54966
Contact Person: Rubin Seifert

Our Reference

Sales: Jason Hooten - (A01)
Customer Care: Ron Sears
Expiring Contract: 40499339

Article No.	Qty.	Description	Item Price	Total Price (USD)
6017809	1	1 yr FLX100 plus Basic CCP Covers the following product(s): Leica Zeno FLX100 plus Smart Antenna Serial No.: ZF10P662200254 Article No.: 958981	62.50	62.50
Total				62.50



Leica Geosystems Inc
5051 Peachtree Corners Circle, Suite 250
NORCROSS GA 30092
Telephone 800-367-9453
Susan.Crackower@leica-geosystems.com

Quotation for Contract

No. 21501441

- when it has to be **right**



Terms

Validity: 08/02/2023
Start Date: 08/31/2023 End Date: 08/30/2024
Currency: USD
Payment Terms: 30 days net

All support and maintenance services rendered under this Quotation are exclusively subject to the Manufacturer's, i.e. Leica Geosystems International Limited Warranty, ("International Limited Warranty") the General Terms and Conditions for Customer Care Packages ("CCP") by Leica Geosystems, ("CCP Terms and Conditions") and the General Conditions of Sale and Supply ("General Conditions of Sale and Supply") which you can find attached and which are made an integral part of this Quotation.

By signing this Quotation, Customer confirms to have read, understood and accepted all the provisions of this Quotation as well as all further documents related thereto.

The Quotation for a CCP Contract is binding for the Customer but subject to a written confirmation by Leica Geosystems. The final Contract comes into force upon Leica Geosystems sending a CCP Contract Form to the Customer.

In case of conflict between the terms of this Quotation, the CCP Terms and Conditions, the International Limited Warranty and/or the General Conditions of Sale and Supply, the following order of preference shall apply: 1. This Quotation, 2. CCP Terms and Conditions, 3. International Limited Warranty, 4. General Conditions of Sale and Supply.

Subject to the terms and conditions set out at <https://leica-geosystems.com/about-us/compliance-standards/legal-documents>

Place, Date _____

Customer Signature



Leica Geosystems Inc
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NORCROSS GA 30092
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RECAP:

124,781.16	SE Service Coop - Health insurance premiums - June
186,750.00	Horizon Commercial Pool Supply Pay Est #3 River Springs mechanical upgrades
69,682.02	Reinders Inc - chemicals Brooktree
32,274.90	AvFuel Corp - airport fuel for resale
135,336.11	Bosch Automotive - economic development TIF (year 2 out of 9)
352,976.36	Costco - economic development TIF (year 2 out of 9)
73,114.48	Crane Creek Asphalt - tack (250 gal) and hotmix (974.52 ton)
110,588.31	Cybex Intl - economic development TIF (year 6 out of 7)
48,666.00	D&M Construction - est #1 overlay project
77,209.90	Daikin Applied Americas - economic development TIF (year 2 out of 9)
82,671.04	Daikin Applied Americas - economic development TIF (year 8 out of 9)
271,687.34	Ebert Companies - pay est #5 council chamber renovation
45,043.22	Equity Growth - 111 Vine Apt bldg - redevelopment TIF (year 4 out of 26)
25,105.21	Fareway Stores - hospital redevelopment TIF (year 9 out of 26)
325,112.33	JJD Companies - pay est #9 2022 Street & Utility project
21,337.64	Kerry Inc - economic development TIF (Year 7 out of 9)
22,423.52	Mound Owatonna - Mound St Apt bldg redevelopment TIF (year 2 out of 25)
104,600.68	Nero Engineering - June engineering services WWTP expansion
44,776.71	Owatonna Area Chamber of Commerce - May & June lodging tax
61,966.06	Owatonna Motor Company - \$30,825.29 F350 (Streets), \$31,140.77 Jeep Compas (IT)
46,772.02	Pearson Brothers - pay est #1 annual street maintenance
26,459.79	Pro-Pet economic development TIF (year 6 out of 9)
20,752.90	South Pointe II - 18th St SW Apt bldg redevelopment TIF (year 2 out of 10)
29,908.21	South Pointe Owatonna - 18th St SW Apt bldg redevelopment TIF (year 5 out of 14)
129,344.14	Viracon - economic development TIF (year 9 out of 9)
293,079.37	Wencl Construction - Havana Rd Pay Est 2
348,438.46	OTHER EXPENDITURES
\$ 3,110,857.88	<u>SUBTOTAL</u>
94,856.60	HRA HOUSING ASSISTANCE PAYMENTS
\$ 3,205,714.48	<u>TOTAL EXPENDITURES PRESENTED FOR APPROVAL</u>

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

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
374123	06/20/23	FULLSTEAM	2,521.29	R	Wire Transfer
374124	06/20/23	GLOBAL PAYMENTS INTEGRATED	3,010.83	R	Wire Transfer
374125	06/20/23	MN DEPT OF LABOR AND INDUSTRY	3,332.07	R	Wire Transfer
374126	06/20/23	MN DEPT OF REVENUE	9,768.10	R	Wire Transfer
374127	06/20/23	SOUTHEAST SERVICE COOPERATIVE	124,781.16	R	Wire Transfer
374128	06/20/23	US BANK	14,186.69	R	Wire Transfer
374129	06/20/23	WEX BANK	1,090.10	R	Wire Transfer
374130	06/20/23	WEX HEALTH INC	349.25	R	Wire Transfer
374131	07/26/23	CEMSTONE PRODUCTS CO	63.50	O	Regular
374132	07/26/23	CITY OF SAINT PAUL	712.72	O	Regular
374133	07/26/23	COURT SPORTS & MORE	7,137.00	R	ACH
374134	07/26/23	D & M CONSTRUCTION LLC	2,063.47	O	Regular
374135	07/26/23	DAKOTA CO FINANCIAL SERVICES	7,678.00	O	Regular
374136	07/26/23	DELL MARKETING LP	9,405.74	O	Regular
374137	07/26/23	DLL FINANCE LLC	4,438.80	O	Regular
374138	07/26/23	EARL F ANDERSEN & ASSOC	502.95	O	Regular
374139	07/26/23	EDWARD SPRINGER	80.00	O	Regular
374140	07/26/23	ESS BROTHERS & SONS INC	5,150.16	O	Regular
374141	07/26/23	HEALTHPARTNERS INC	4,573.42	O	Regular
374142	07/26/23	HORIZON COMMERCIAL POOL SUPPLY	186,750.00	O	Regular
374143	07/26/23	KWIK TRIP INC	178.80	O	Regular
374144	07/26/23	LEGACY SIGNS INC	195.00	O	Regular
374145	07/26/23	NAPA AUTO PARTS	14.53	O	Regular
374146	07/26/23	OWATONNA MOTOR COMPANY	19.55	O	Regular
374147	07/26/23	PEPSI COLA OF ROCHESTER	4,150.35	O	Regular
374148	07/26/23	PRESENCE TELEHEALTH PLLC	1,063.00	O	Regular
374149	07/26/23	QUADIENT FINANCE USA INC	2,000.00	O	Regular
374150	07/26/23	REINDERS INC	69,682.02	O	Regular
374151	07/26/23	SHARE CORPORATION	417.44	O	Regular
374152	07/26/23	SHERWIN WILLIAMS COMPANY	70.28	O	Regular
374153	07/26/23	ST CROIX RECREATION CO	5,291.12	O	Regular
374154	07/26/23	STEELE COUNTY RECORDER	874.00	O	Regular
374155	07/26/23	SYNCHRONY BANK	632.95	O	Regular
374156	07/26/23	SYNCHRONY BANK - LOWE'S	1,608.45	O	Regular
374157	07/26/23	SYNCHRONY BANK - LOWES	681.56	O	Regular
374158	07/26/23	T-MOBILE	1,653.88	O	Regular
374159	07/26/23	VERIZON	3,089.15	O	Regular

374160	08/01/23	AFLAC	2,858.82	0	Regular
374161	08/01/23	ALEXANDER LUMBER COMPANY	1,458.72	0	Regular
374162	08/01/23	ANCOM	151.50	0	Regular
374163	08/01/23	APG MEDIA OF SO MINNESOTA LLC	65.70	0	Regular
374164	08/01/23	ARAMARK UNIFORM SERVICES INC	431.03	0	Regular
374165	08/01/23	ARROW ACE HARDWARE	226.81	0	Regular
374166	08/01/23	ASPEN MILLS INCORPORATED	842.25	0	Regular
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374167	08/01/23	AVFUEL CORPORATION	32,274.90	0	Regular
374168	08/01/23	B & B COLE PROPERTIES LLC	8,890.95	0	Regular
374169	08/01/23	BAKER & TAYLOR BOOKS	890.93	R	ACH
374170	08/01/23	BAKER & TAYLOR BOOKS	1,065.94	0	Regular
374171	08/01/23	BLACKSTONE PUBLISHING	216.87	0	Regular
374172	08/01/23	BLUEBEAM INC	3,887.00	R	ACH
374173	08/01/23	BOOKPAGE	402.00	0	Regular
374174	08/01/23	BOSCH AUTOMOTIVE SERVICE SOLUT	135,336.11	0	Regular
374175	08/01/23	CARQUEST	937.57	0	Regular
374176	08/01/23	CEMSTONE CONCRETE MATERIAL LLC	1,001.00	0	Regular
374177	08/01/23	CEMSTONE PRODUCTS CO	194.60	0	Regular
374178	08/01/23	CITY OF ALBERT LEA	1,814.30	0	Regular
374179	08/01/23	CITY OF BLOOMING PRAIRIE	11,250.00	0	Regular
374180	08/01/23	CLIFTONLARSONALLEN LLP	1,575.00	0	Regular
374181	08/01/23	CONTINENTAL RESEARCH CORP	1,385.70	0	Regular
374182	08/01/23	COSTCO WHOLESALE CORPORATION	352,976.36	0	Regular
374183	08/01/23	COURT SPORTS & MORE	370.00	R	ACH
374184	08/01/23	CRANE CREEK ASPHALT	73,114.48	R	ACH
374185	08/01/23	CTS CONSTRUCTION	1,000.00	0	Regular
374186	08/01/23	CULLIGAN OF OWATONNA	35.00	0	Regular
374187	08/01/23	CURT'S TRUCK & DIESEL SERVICE	139.77	R	ACH
374188	08/01/23	CYBEX INTERNATIONAL INC	110,588.31	0	Regular
374189	08/01/23	D & M CONSTRUCTION LLC	48,666.00	0	Regular
374190	08/01/23	DAIKIN APPLIED AMERICAS INC	159,880.94	R	ACH
374191	08/01/23	EARL F ANDERSEN & ASSOC	1,321.22	0	Regular
374192	08/01/23	EBERT COMPANIES	271,687.34	0	Regular
374193	08/01/23	EQUITY GROWTH	45,043.22	0	Regular
374194	08/01/23	EYE MED VISION CARE	421.79	0	Regular
374195	08/01/23	FAREWAY STORES INC	25,105.21	0	Regular
374196	08/01/23	FASTENAL COMPANY	339.64	0	Regular
374197	08/01/23	FIRST HOSPITAL LABORATORIES IN	252.54	0	Regular
374198	08/01/23	FIRST SUPPLY OWATONNA	345.35	0	Regular

374199	08/01/23	FLAHERTY & HOOD PA	3,673.75	R	ACH
374200	08/01/23	FOREMOST PROPERTIES	6,270.68	O	Regular
374201	08/01/23	FOUR SEASONS ELECTRIC	295.00	R	ACH
374202	08/01/23	GLOBAL ASSETS INTEGRATED LLC	2,875.00	O	Regular
374203	08/01/23	GRAINGER	130.95	O	Regular
374204	08/01/23	HAWKINS INC	17,733.58	R	ACH
374205	08/01/23	HD SUPPLY INC	1,685.14	R	ACH
374206	08/01/23	HD SUPPLY INC	264.42	O	Regular
374207	08/01/23	HDS LLC	240.00	O	Regular
374208	08/01/23	HELEN M NAGEL INC	126.00	O	Regular
374209	08/01/23	HORIZON COMMERCIAL POOL SUPPLY	8,324.38	O	Regular
374210	08/01/23	IFACS	259.54	O	Regular
374211	08/01/23	INNOVATIVE OFFICE SOLUTIONS	1,142.49	O	Regular

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374212	08/01/23	IRON SLEEK INC	4,791.44	O	Regular
374213	08/01/23	JENNIFER FISCHER	500.00	O	Regular
374214	08/01/23	JJD COMPANIES LLC	325,112.33	R	ACH
374215	08/01/23	JOHN DEERE CREDIT	250.69	O	Regular
374216	08/01/23	JONES HAUGH & SMITH INC	6,237.20	O	Regular
374217	08/01/23	KAPPYS COLLISION CENTER LLC	1,635.80	O	Regular
374218	08/01/23	KEITH EDWARD HILLER	2,117.54	O	Regular
374219	08/01/23	KERRY INC	21,337.64	O	Regular
374220	08/01/23	LAWSON AUTOMOTIVE LLC	467.42	O	Regular
374221	08/01/23	LAWSON PRODUCTS	198.63	O	Regular
374222	08/01/23	LEAGUE OF MN CITIES INS TRUST	323.30	O	Regular
374223	08/01/23	LEGACY SIGNS INC	223.00	O	Regular
374224	08/01/23	MACQUEEN EQUIPMENT CO	179.28	O	Regular
374225	08/01/23	MADISON NATL LIF INS CO INC	950.79	O	Regular
374226	08/01/23	MANKE'S OUTDOOR EQUIP & APPL	323.31	O	Regular
374227	08/01/23	MARCO TECHNOLOGIES LLC	726.20	O	Regular
374228	08/01/23	MATTHEW R HOKANSON	3,658.28	R	ACH
374229	08/01/23	MAYO CLINIC HEALTH SYSTEMS	3,045.96	O	Regular
374230	08/01/23	METRO SALES INC	434.13	O	Regular
374231	08/01/23	METRONET	1,673.28	O	Regular
374232	08/01/23	MINER'S OUTDOOR & RECREATION	14,617.14	O	Regular
374233	08/01/23	MINNESOTA LIFE	2,812.15	O	Regular
374234	08/01/23	MN NCPERS GROUP LIFE INSURANCE	432.00	O	Regular
374235	08/01/23	MN UNEMPLOYMENT INS FUND	74.66	O	Regular
374236	08/01/23	MN VALLEY TESTING LABS INC	323.95	O	Regular
374237	08/01/23	MOBOTREX INC	76.00	O	Regular

374238	08/01/23	MORTON BUILDINGS INC	5,000.00	O	Regular
374239	08/01/23	MOTOROLA SOLUTIONS INC	1,065.00	R	ACH
374240	08/01/23	MOUND OWATONNA LLC	22,423.52	O	Regular
374241	08/01/23	MTC SERVICES LLC	2,378.00	O	Regular
374242	08/01/23	NERO ENGINEERING	104,600.68	O	Regular
374243	08/01/23	NEW PIG CORPORATION	1,923.73	O	Regular
374244	08/01/23	O'REILLY AUTOMOTIVE INC	148.17	O	Regular
374245	08/01/23	OFFICE OF MNIT SERVICES	420.00	O	Regular
374246	08/01/23	OWATONNA AREA CHAMBER OF COMM	44,776.71	O	Regular
374247	08/01/23	OWATONNA MOTOR COMPANY	61,966.06	O	Regular
374248	08/01/23	OWATONNA PUBLIC UTILITIES	1,982.88	R	ACH
374249	08/01/23	OWATONNA SOFTBALL ASSN	5,320.00	O	Regular
374250	08/01/23	OWATONNA VETERINARY SERVICES	121.60	O	Regular
374251	08/01/23	PDI	45.30	O	Regular
374252	08/01/23	PEARSON BROTHERS INC	46,772.02	O	Regular
374253	08/01/23	PLUNKETT'S PEST CONTROL INC	136.50	O	Regular
374254	08/01/23	POLYDYNE INC	13,524.00	R	ACH
374255	08/01/23	PRO-PET LLC	26,459.79	O	Regular
374256	08/01/23	R & R PRODUCTS INC	91.43	O	Regular

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374257	08/01/23	RDO EQUIPMENT CO	537.15	O	Regular
374258	08/01/23	REINDERS INC	1,507.61	O	Regular
374259	08/01/23	RL HOLDINGS	6,009.57	O	Regular
374260	08/01/23	ROGER KRAUSE	1,000.00	O	Regular
374261	08/01/23	SCHILLING SUPPLY CO	1,056.11	R	ACH
374262	08/01/23	SCHOLASTIC INC	2,909.77	O	Regular
374263	08/01/23	SCHULTZY'S RESTAURANT GRP LLC	3,750.41	O	Regular
374264	08/01/23	SCHULTZY'S RESTAURANT GRP LLC	2,933.33	O	Regular
374265	08/01/23	SELCO	151.29	R	ACH
374266	08/01/23	SENIORPLACE INC	223.00	O	Regular
374267	08/01/23	SHARE CORPORATION	446.34	R	ACH
374268	08/01/23	SOUTH POINTE II LLC	20,752.90	O	Regular
374269	08/01/23	SOUTH POINTE OWATONNA	29,908.21	O	Regular
374270	08/01/23	SPUTTERING COMPONENTS INC	12,213.17	O	Regular
374271	08/01/23	STATE INDUSTRIAL PRODUCTS	3,592.58	O	Regular
374272	08/01/23	STEELE COUNTY AUDITOR	447.00	O	Regular
374273	08/01/23	STEELE COUNTY HIGHWAY DEPT	730.44	O	Regular
374274	08/01/23	STEELE COUNTY TIMES	151.00	O	Regular
374275	08/01/23	STEELE COUNTY TREASURER	6,134.45	O	Regular
374276	08/01/23	STEWART DENISE	117.35	O	Regular

374277	08/01/23	SURGICALLY CLEAN AIR	4,305.00	R	ACH
374278	08/01/23	TERRACON CONSULTANTS INC	4,892.25	R	ACH
374279	08/01/23	TOR SPERLING	15.95	O	Regular
374280	08/01/23	TOTAL RESTAURANT SUPPLY CO INC	2,725.00	O	Regular
374281	08/01/23	TRACKER PRODUCTS LLC	5,953.50	R	ACH
374282	08/01/23	TRI M GRAPHICS	7,564.25	O	Regular
374283	08/01/23	TURFWERKS	260.23	O	Regular
374284	08/01/23	TURTLE CREEK NURSERY & LNDSCP	644.25	O	Regular
374285	08/01/23	VENTURE HYDRAULICS INC	1,060.26	O	Regular
374286	08/01/23	VIRACON	129,344.14	O	Regular
374287	08/01/23	VISUAL LABS INC	240.00	O	Regular
374288	08/01/23	W W BLACKTOPPING INC	1,057.32	O	Regular
374289	08/01/23	WALBRAN & FURNESS CHARTERED	7,719.51	R	ACH
374290	08/01/23	WASECA COUNTY HWY DEPT	135.13	O	Regular
374291	08/01/23	WASTE MANAGEMENT OF WI-MN	298.14	O	Regular
374292	08/01/23	WENCL CONSTRUCTION	293,079.37	O	Regular
374293	08/01/23	WOLFF AND SONS INC	353.00	O	Regular
374294	08/01/23	ZEP MANUFACTURING CO	297.88	R	ACH
374295	08/01/23	RANDALL'S LICENSE BUREAU	3,980.38	O	Regular
374296	08/01/23	A & K LLC	304.00	R	ACH
374297	08/01/23	A&H PROPERTIES	451.00	R	ACH
374298	08/01/23	ADAMS REVOCABLE LIVING TRUST	544.00	R	ACH
374299	08/01/23	APACHE APARTMENTS	670.00	R	ACH
374300	08/01/23	ARNFELT RENTS	124.00	R	ACH
374301	08/01/23	ATM PROPERTIES LLC	977.00	R	ACH

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374302	08/01/23	AUSTIN HRA	2,833.00	O	Regular
374303	08/01/23	B-GROVE LLC	1,146.00	R	ACH
374304	08/01/23	BARRY GILLESPIE	223.00	R	ACH
374305	08/01/23	BB BROTHERS HOLDINGS LLC	299.00	R	ACH
374306	08/01/23	BROWN CYNTHIA	509.00	R	ACH
374307	08/01/23	BRYCEN GREGOR	990.00	R	ACH
374308	08/01/23	CAPELLE COMPANIES LLC	535.00	R	ACH
374309	08/01/23	CEDAR HILLS ESTATES	684.00	R	ACH
374310	08/01/23	CEDAR RIDGE APARTMENTS	817.00	R	ACH
374311	08/01/23	CEDAR ROSE ASSOCIATES LLC	372.00	R	ACH
374312	08/01/23	CEDAR RUN TOWN HOMES MDI #41	2,877.00	R	ACH
374313	08/01/23	CEDARDALE NORTH APARTMENTS	348.00	R	ACH
374314	08/01/23	CEDARDALE SOUTH APARTMENTS	233.00	R	ACH
374315	08/01/23	CEDARDALE WEST APARTMENTS	557.00	R	ACH

374316	08/01/23	CHAD EISCHENS	362.00	R	ACH
374317	08/01/23	CHRIS PROHASKI	993.00	R	ACH
374318	08/01/23	COMMON CENTS PROPERTIES LLC	340.00	R	ACH
374319	08/01/23	COOPERS COURT LLC	913.00	R	ACH
374320	08/01/23	DAN NECHVILLE	644.00	R	ACH
374321	08/01/23	DANIEL SCHLEGEL	483.00	R	ACH
374322	08/01/23	DONALD RIPPLE	982.00	R	ACH
374323	08/01/23	DSBMT, LLC	1,182.00	R	ACH
374324	08/01/23	EEK LLC	617.00	R	ACH
374325	08/01/23	ELLINGSON RICHARD	807.00	R	ACH
374326	08/01/23	ELM STREET PROPERTIES	473.00	R	ACH
374327	08/01/23	ESSO PROPERTIES LLC	774.00	R	ACH
374328	08/01/23	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
374329	08/01/23	GERALD BESSER & JANET BESSER	498.00	R	ACH
374330	08/01/23	IMAGE APARTMENT	2,101.00	R	ACH
374331	08/01/23	JASON HINNA	766.00	R	ACH
374332	08/01/23	JBLL EQUITIES LLC	1,512.00	R	ACH
374333	08/01/23	JOHN & DENISE SCHROEDER	505.00	R	ACH
374334	08/01/23	JOHNSON WINDOW & SIDING INC	3,032.00	R	ACH
374335	08/01/23	JPF PROPERTIES	1,071.00	R	ACH
374336	08/01/23	JULIE WERSAL	437.00	R	ACH
374337	08/01/23	KEG INVESTMENTS LLC	449.00	R	ACH
374338	08/01/23	KERR MCCAULEY INVESTMENT II	289.00	R	ACH
374339	08/01/23	KLEVOS GREG	837.00	R	ACH
374340	08/01/23	LAXMAN S SUNDAE	775.00	R	ACH
374341	08/01/23	LEE ANNA	1,287.00	R	ACH
374342	08/01/23	LINCOLN SQUARE APARTMENTS	9,230.00	R	ACH
374343	08/01/23	LWO LIMITED PARTNERSHIP #116	4,219.00	R	ACH
374344	08/01/23	MANCINI NICHOLAS	819.00	R	ACH
374345	08/01/23	MARQUARDT DENNIS	2,428.00	R	ACH
374346	08/01/23	MARTIN ALLAN	2,063.00	R	ACH

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374347	08/01/23	MARTIN FAMILY LLC	1,428.00	R	ACH
374348	08/01/23	MCCAULEY PATRICK	835.00	R	ACH
374349	08/01/23	MIDWEST INVEST LLC	534.00	R	ACH
374350	08/01/23	MILLER APARTMENTS	284.00	R	ACH
374351	08/01/23	MINNEAPOLIS PHA	917.40	R	ACH
374352	08/01/23	NECHVILLE SUSAN	1,456.00	R	ACH
374353	08/01/23	NORTH VIEW APARTMENTS	867.00	R	ACH
374354	08/01/23	NORTHCOURT APARTMENTS	864.00	R	ACH

374355	08/01/23	NORTHGATE	2,327.00	R	ACH
374356	08/01/23	NORTHWEST MANOR	1,023.00	R	ACH
374357	08/01/23	OWATONNA PUBLIC UTILITIES	123.00	R	ACH
374358	08/01/23	PARKVIEW OWATONNA LLC	751.00	R	ACH
374359	08/01/23	POSITIVE SHARE LLC	1,154.00	R	ACH
374360	08/01/23	PROHASKI PROPERTIES	1,793.00	R	ACH
374361	08/01/23	QUALITY RENTALS OF OWATONNA LL	631.00	R	ACH
374362	08/01/23	RAYMOND WILLMOTT	226.00	R	ACH
374363	08/01/23	SCOTT COUNTY CDA	4,511.20	R	ACH
374364	08/01/23	SIXSPARKS LLC	737.00	R	ACH
374365	08/01/23	SMITH REAL ESTATE LLC	1,410.00	R	ACH
374366	08/01/23	SOUTH CENTRAL HUMAN RELATIONS	2,936.00	R	ACH
374367	08/01/23	STADHEIM PROPERTIES LLC	580.00	R	ACH
374368	08/01/23	SUBLAND INVESTMNTS & LIFESTYLE	226.00	R	ACH
374369	08/01/23	SUMMIT MANOR	293.00	R	ACH
374370	08/01/23	TM RENTALS II LLC	483.00	R	ACH
374371	08/01/23	USDA RURAL DEVELOPMENT	480.00	O	Regular
374372	08/01/23	USDA RURAL DEVELOPMENT	436.00	O	Regular
374373	08/01/23	WILLOW RUN I MDI #58	2,691.00	R	ACH
374374	08/01/23	WILLOW RUN II MDI #85	3,513.00	R	ACH
374375	08/01/23	YOUNGDAHL DEVELOPMENT LLC	1,624.00	R	ACH
374376	08/01/23	ZK INVESTORS LLC	2,264.00	R	ACH

apadatecr2 City of Owatonna

rmoen
A/P Check Register
Checks from

to

07/27/2023 17:02

Page

7

144	Checks total:	2,316,595.43
102	ACH total:	730,079.56
0	EFTPS total:	
8	Wire transfer total:	159,039.49
0	Payment Manager total:	
254	GRAND TOTALS	3,205,714.48



Ordinances



City Attorney

PURPOSE MEMO

TO: Mayor, City Council, City Administrator, Chief of Police
FROM: Mark M. Walbran
DATE: July 27, 2023
RE: Cannabis Business Moratorium Ordinance

Purpose:

To adopt the first reading of an interim ordinance (Proposed Ordinance 23-13) imposing a moratorium on the operations of cannabis businesses within the City and authorizing a local legislative study relating to the operation of cannabis businesses, including the review and analysis of the state Office of Cannabis Management (OCM) model ordinances, when available, and to consider the adoption of reasonable restrictions on the time, place, and manner of the operation of a cannabis business. The interim ordinance pertains to cannabis businesses and does not affect the legislation permitting lawful possession of certain cannabis product which goes into effect on August 1, 2023.

Background:

In 2023 the Legislature passed a group of laws legalizing adult-use cannabis in Minnesota and created a regulatory framework for cannabis businesses. (Cannabis Laws). Possession, use, and the ability to grow cannabis at home will be legally effective August 1, 2023 subject, however, to the limitations as set forth in the statute itself and other state regulations. However, legal sales are not expected to begin until January of 2025 at which time the Office of Cannabis Management (OCM) will start issuing business licenses.

At this time, there are “many unknowns” with the 2023 Cannabis Laws. The state statute on Cannabis expressly authorizes cities to adopt interim ordinances to regulate, restrict, or prohibit the operation of cannabis retail businesses until January, 2025. That is the purpose of this Ordinance.

Budget Impact:

None.

City Staff Recommendation:

Staff recommends the City Council adopt Proposed Ordinance 23-13. The second/final reading will be held during the next Council Meeting on August 15, 2023. .

ORDINANCE NO. _____

AN INTERIM ORDINANCE AMENDING TITLE XI: BUSINESS REGULATIONS OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, BY ADDING THERETO CHAPTER 122 ESTABLISHING AN INTERIM CANNABIS BUSINESS MORATORIUM PROHIBITING THE ESTABLISHMENT OF NEW USES OR THE EXPANSION OF EXISTING USES RELATED TO CANNABIS BUSINESSES PURSUANT TO MINN. STAT. § 342.13(e).

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 1. Title XI of the 2015 Ordinance Code of the City of Owatonna, as amended, is hereby amended by adding Chapter 122, to read as follows:

CHAPTER 122: INTERIM CANNABIS BUSINESS MORATORIUM

§ 122.01 FINDINGS OF CITY COUNCIL

- A. The Minnesota Legislature passed a package of laws, Chapter 63—H.F.No.100 of the Minnesota 2023 Regular Session, that legalize adult-use cannabis in Minnesota and establish a regulatory framework for the cannabis industry (collectively "2023 Cannabis Laws"); and
- B. As a part of the 2023 Cannabis Laws, the Office of Cannabis Management ("OCM") was created with responsibilities that include issuing licenses for cannabis businesses and drafting and approving the related rules and procedures; and
- C. Part of the 2023 Cannabis Laws, lists 16 different types of cannabis business licenses, including licenses for the growing, manufacturing, selling, testing, transporting of cannabis and cannabis events ("Cannabis Business Licenses"); and
- D. According to information from the League of Minnesota Cities, the OCM will not be prepared to issue Cannabis Business Licenses until January 2025 and many details related to the Cannabis Business Licenses are yet to be determined; and
- E. The OCM has also been tasked with developing model ordinances for local governments for reasonable restrictions on time, place and manner of the operation of a cannabis business, the forms and procedures for the retail registration required by local governments, and the model policies and procedures for cannabis business compliance checks; it is unclear when those documents can be expected; and
- F. Cannabis Laws includes a provision, Minn. Stat. 342.13(e), that authorizes the City to adopt an interim ordinance to regulate, restrict, or prohibit the operation of a cannabis business within the City until January 1, 2025, for the purpose of conducting studies or holding a hearing to consider adoption of reasonable restrictions on the time, place and manner of the operation of a cannabis business to protect the planning process and the health, safety and welfare of its citizens; and

G. The City Council has determined that an interim ordinance to prohibit the operation of a cannabis business is necessary and appropriate to give City Staff the time to study reasonable restrictions on the time, place and manner of the operation of cannabis retail businesses to protect the planning process and the health, safety and welfare of its citizens.

NOW, THEREFORE, pursuant to Minnesota Statutes, Section 342.13(e) the City Council of the City of Owatonna do ordain:

§ 122.02 MORATORIUM

No business, person or entity may operate a cannabis business that would require a Cannabis Business License under the 2023 Cannabis Laws until January 1, 2025, or until ordinances regulating such uses become effective, or until the Council rescinds this Interim Ordinance, whichever occurs first.

§ 122.03. CITY LEGISLATIVE STUDY

The City Council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of the Cannabis Businesses. The study may include a review of any model ordinances that OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes section 342.13(c), and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report may also include City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

§ 122.04 SUMMARY PUBLICATION

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The City will be undergoing a study regarding cannabis businesses to determine if regulations are appropriate. No cannabis business may operate until the City adopts regulations regarding these uses, or determines no regulations are necessary and rescinds the interim ordinance or until January 1, 2025, whichever occurs first.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law and shall expire upon adoption of ordinances regulating such uses, until the Council rescinds or terminates the Interim Ordinance, or January 1, 2025, whichever occurs first.

Passed and adopted this _____ day of _____, 2023, with the following vote: Aye _____; No _____; Absent; _____.

Approved and signed this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk/Treasurer



City Attorney

PURPOSE MEMO

TO: Mayor, City Council, City Administrator, Chief of Police
FROM: Mark M. Walbran
DATE: July 28, 2023
RE: Ordinance Prohibiting the Use of Cannabis in Public Places

Purpose:

To adopt the first reading of Proposed Ordinance 23-14 prohibiting the use of cannabis products in public places. Public places include city parks, trails, streets and sidewalks, playgrounds, and other public places.

Public places do not include (1) a private residence, including a person's yard; (2) private property not generally accessible by the public unless the person is explicitly prohibited from consuming cannabis products on the property by the owner of the property; or (3) on the premises of an establishment or event licensed to permit on-site consumption of cannabis products.

Background:

In 2023 the Legislature passed a group of laws legalizing adult-use cannabis in Minnesota. Among those laws is a provision which authorizes cities to adopt an ordinance establishing a petty misdemeanor offense for using cannabis products in a public place.

The statute authorizes the city to designate a violation of the Ordinance as a petty misdemeanor. I recommend that any violation be regarded as an administrative offense under our Ordinance Code which provides for the position of a civil fine as we have done in the case of violations of the tobacco ordinance which provides for a administrative fine of \$100 and where minors would be subject to the applicable juvenile laws statutes.

Budget Impact:

None.

City Staff Recommendation:

Staff recommends that the City Council adopts first passage of this ordinance and set the second/final reading during the next City Council Meeting on August 15, 2023.

AN ORDINANCE AMENDING TITLE IX, CHAPTER 93: HEALTH AND SANITATION; NUISANCES, BY ADDING THERETO NEW SECTION 93.030 PROHIBITING THE USE OF CANNABIS IN PUBLIC PLACES.

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

Section 1. Title IX of the 2015 Ordinance Code of the City of Owatonna, as amended, is hereby amended by adding Chapter 93.030, to read as follows:

CHAPTER 93.030: USE OF CANNABIS IN PUBLIC

§ 93.031 FINDINGS OF CITY COUNCIL.

- A. In 2023, the Minnesota Legislature passed a package of laws, Chapter 63—H.F. No. 100 of the Minnesota 2023 Regular Session, that legalizes adult-use cannabis in Minnesota, (collectively, “2023 Cannabis Laws”); and
- B. Among those laws, the Legislature enacted Minn. Stat. § 152.0263, subd. 5 pursuant to which the city is authorized to adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flour, cannabis products, lower-potency edibles, or hemp-derived consumer products in a public place.
- C. According to the Federal Centers for Disease Control and Prevention, (CDC) second-hand marijuana smoke contains tetrahydrocannabinol (THC), the compound responsible for most of marijuana’s psychoactive effects or the “high”. THC can be passed to infants and children through second-hand smoke, and people exposed to second-hand marijuana smoke can experience psychoactive effects, such as feeling high. Children exposed to THC are potentially at risk for negative health effects. Further, research shows that marijuana use during adolescents can impact the developing teenage brain and cause problems with attention, motivation, and memory.

NOW, THEREFORE, pursuant to Minnesota Statutes, Section 152.0263, subd. 5, the City Council of the City of Owatonna do ordain:

§ 93.032 UNLAWFUL USE

It is unlawful to use cannabis flour, cannabis products, lower-potency hemp edibles and hemp-derived consumer products, as defined in Minn. Stat. § 342.01, in public places anywhere in the city.

§ 93.033 DEFINITION OF PUBLIC PLACE

As used in this section “public place” includes, but is not limited to, public parks, trails, streets, or rights-of-way, alleys, sidewalks, boulevards, school property, parking lots, beach, pier, and any developed or undeveloped city owned property.

§ 93.034 DEFINITION OF NON-PUBLIC PLACES

Non-public places include the following:

- a. Private residence, including the curtilage and yard; and
- b. Private property not generally accessible by the public, unless a person is explicitly prohibited from consuming cannabis flour, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; and
- c. The premises of an establishment or event licensed to permit on-site consumption of cannabis flour, cannabis products, lower-potency hemp edibles or hemp-derived consumer products;

§ 93.035 VIOLATION

A violation of this section is a petty misdemeanor as defined in Ordinance § 10.99(A)(b). This section may be enforced by the City as an administrative offense pursuant to City Ordinance § 10.99(B) subject to the civil penalty provided in the City’s Fee Schedule. An administrative offense is not a crime.

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

Passed and adopted this _____ day of _____, 2023, with the following vote: Aye _____; No _____; Absent; _____.

Approved and signed this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk/Treasurer



Resolutions



Community Development Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 71-23: VAR-4 Side Yard Setback Variance - 171 Park Drive

Purpose:

Request Council approval of Resolution 71-23 to approve VAR-4, a request by Robert Seykora of Rocon Inc. on behalf of Tyler Jay Company for a side yard setback variance of 20' where 30' is the requirement for the purpose of a primary structure addition.

Background:

Staff Report attached.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 71-23.

Attachments:

1. Resolution 71-23 VAR-4 Side Yard Setback - 171 Park Dr
2. Staff Report - VAR-4

RESOLUTION NO. 71-23

A RESOLUTION APPROVING VARIANCE VAR-4

WHEREAS, Application VAR-4, by Robert Seykora of Rocon Inc., on behalf of Tyler Jay Company, has filed a request for a side setback variance of 20' where a 30' side setback is required from the west property line for a primary structure addition at 171 Park Dr NW and legally described as follows:

Lot 2 & 3, Block 1, JayCo Addition No. 2, Steele County, Minnesota

; and

WHEREAS, The Planning Commission held a public hearing on July 25, 2023 and recommended approval of VAR-4; and

WHEREAS, on August 2, 2023, the City Council accepted and approved Variance VAR-4, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-4 Staff Report.

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said variance be and the same hereby is approved with the following provisions:
 - a) The appearance of the addition shall be compatible with the principal building.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

July 25, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-4, by Robert Seykora of Rocon Inc., on behalf of Tyler Jay Company, a request for a side setback variance of 20' where a 30' side setback is required from the west property line for a primary structure addition.

Application Review:

Applicant: Robert Seykora

Owner: Tyler Jay Company

Location of Property: 171 Park Drive NW

Zoning Map: I-1, Light Industrial District

Zoning Ordinance: Section 157.028 (c) states that all principal structures shall be located a minimum of 30' from the side property line within the I-1, Light Industrial District.

Report Attachments:

1. Location Map
2. Aerial Photo
3. Site Plan
4. Project Narrative

Proposed Development:

- ◆ Application VAR-4, by Robert Seykora of Rocon Inc., on behalf of Tyler Jay Company, a request for a side setback variance of 20' where a 30' side setback is required from the west property line for a primary structure addition.
- ◆ The applicant is proposing to construct an addition on the west side of the principal structure that will allow protected forklift movement of materials from the building to the temporary storage units.
- ◆ The proposed addition is 20' by 24' and encroaches 10' into the 30' side setback. The addition includes a 10' by 10' roll-up door in the existing west wall of the principal structure that allows travel into the new cold building area.
- ◆ Although building elevations have not been submitted, materials will be required to be compatible with the existing building.
- ◆ The proposed addition does not encroach into any easements.
- ◆ The applicant is needing all weather access to allow for the increase in operations on the site.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.

- ◆ A variance must stand on its own merits and may not be compared to other situations in which variances were granted.
- ◆ According to the ordinance, the Planning Commission shall make findings of fact base on the following.
 - ❖ That particular physical surroundings, shape, or topographical conditions of the specified parcel of land involved.
 - ❖ That the condition involved is unique to the particular parcel of land involved.
 - ❖ That the alleged difficulty or hardship is caused by this Ordinance and has not been created by any persons presently having an interest in the parcel.
 - ❖ That the granting of the variation will not be detrimental to the public welfare or injurious to other land or improvements to the neighborhood.
 - ❖ That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or interfere with the function of the Police and Fire Departments of the City.

Staff Review:

Staff is recommending approval of the 20' side setback variance request with the following provisions.

- 1) The appearance of the addition shall be compatible with the principal building.

171 Park Dr NW
City of Owatonna



July 07, 2023

Site 



1:5,100
1 in = 425 ft

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

171 Park Dr NW
City of Owatonna



July 07, 2023

Site 



1:1,200
1 in = 100 ft

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

North

13°37' E 70.40
11°32' 37"
R=350.00
A=70.52

12°50' 55"
=320.00
A=71.76

DRIVEWAY EASEMENT
BITUMINOUS
S 55°00'00" W 60.00
30.00

S 35°00'00" E 118.98

BITUMINOUS

191 Park Drive

N 55°00'00" E

EDGE OF GRAVEL

150.70

EDGE OF GRAVEL

82.0

1-S-BLOCK
RETAINING WALL

78.0

84.0

S 35°00'00" E 250.00

CONCRETE

120.6

BUDGET OIL OFFICE
1-S-METAL
#151 PARK DRIVE

120.6

90.7

90.7

CONTAINS 2.07 ACRES
MORE OR LESS

GRAVEL

1

S 55°00'00" W 14.30

GRAVEL

LOT

2

S 55°00'00" W 165.00

150.70

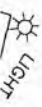
ELECTRIC, TELEPHONE & TELEVISION EASEMENT
STORM & SANITARY SEWER EASEMENT

POWER POLE

OVERHEAD ELECTRIC

POWER POLE

EDGE OF



S 35°00' 65.8





P.O. Box 484 Owatonna, MN 55060 Ph. (507) 451-8810

June 30, 2023

Sydnee Stroeing
City of Owatonna
540 West Hills Circle
Owatonna MN 55060

Re: VAR-4 Application
171 Park Drive

Dear Sydnee,

We propose to construct a cold structure to the West side of 171 Park Drive to allow protected forklift movement of materials from the building to the temporary storage units set in place on the West side. The proposed operation needs year-round access to forklift traffic.

The existing area is a gravel surface and this request would not impact traffic flow or safety.

The new operation would have one 10' x 10' roll-up door in the existing West wall and allow travel into the new cold building area.

We understand the side yard set-back for this location is 30' and we propose a 20' set-back at this addition.

We enclose a site plan for the existing building with the new addition located for our proposed 20' side yard set-back.

Please consider our request and advise me if I did not provide all the information you need.

Sincerely,

Robert F. Seykora, On behalf of Tyler Jay Company
RFS/dlr



Miscellaneous



Human Resources Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: Personnel Policy Revisions

Purpose:

Adopt the following revised sections to the Personnel Policy and Procedures Manual:

Ch. 1.1 Mission Statement

Ch. 12 Non-DOT Drug and Alcohol Testing and Drug and Alcohol-Free Workplace

Background:

Chapter 1.1 Mission Statement

- Update language to reflect the Organizational Purpose and Values.

Chapter 12 Non-DOT Drug and Alcohol Testing and Drug and Alcohol-Free Workplace

- Update language to align with the recently amended Drug and Alcohol Testing in the Workplace Act.

Budget Impact:

There is no budget impact from any of the proposed policy changes.

Staff Recommendation:

Staff recommends approval of the proposed personnel policy revisions.

Attachments:

1. Ch 1.1 Purpose Statement and Values
2. Ch 12 Non DOT Drug and Alcohol Testing and Drug and Alcohol Free Workplace 7.2023

CHAPTER 1: INTRODUCTION

1.1 MISSION PURPOSE STATEMENT AND VALUES

Our Organization Purpose:

WE CREATE A BETTER TOMORROW

Organization Values:

BETTER TOGETHER

We are one team of diverse perspectives and talents working to create a better tomorrow for Owatonna. We support each other, listen to understand, and respectfully challenge each other—always recognizing and trusting that we'll succeed more as a team than on our own.

COMMUNITY STEWARDSHIP

We are here to proactively care for, protect, and serve our community. We understand that our community trusts and empowers us to do our work responsibly, with integrity, and utilize resources effectively and efficiently.~~Mayor and City~~

PRIDE IN OUR WORK

We care, we show up prepared to work, and we strive for excellence in all that we do. We commit to continuously learn and improve each day. We believe if it's worth doing, it's worth doing well.

Council Mission Statement:

~~The Mayor and City Council shall represent the people of Owatonna by making decisions, which ensure quality public services for all who live and work in the community.~~

~~To that end, the Mayor and Council shall lead with a vision for the city; exercise fiscal responsibility; listen and share information with the public; empower employees and boards; set only the highest ethical standards; and promote the best interests of Owatonna.~~

CHAPTER 12: NON-DOT DRUG AND ALCOHOL TESTING AND DRUG AND ALCOHOL-FREE WORKPLACE

12.1 PURPOSE AND OBJECTIVES

The City of Owatonna ("City") has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers, the public, as well as themselves. The City does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and an increase in theft of City property.

Consistent with the Minnesota Drug and Alcohol Testing in the Workplace Act, the City's Non-DOT Drug and Alcohol Testing Policy has been established for the purpose of providing a safe workplace for all. City employees and applicants required to hold a commercial driver's license by the United States Department of Transportation ("DOT") for their job will be tested under the City's DOT Drug and Alcohol Testing Policy (the "DOT Policy") for the tests specified in such policy. All other tests and employees and job applicants offered employment with the City must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the Notice and Consent of Drug and Alcohol Testing the City will provide. A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Because changes in applicable law and the City's practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Minnesota Drug and Alcohol Testing in the Workplace Act will take precedent over this policy to the extent the policy has not incorporated those revisions.

If any specific provisions of this policy conflicts with any current labor contract or civil service rules, the labor contract or civil service rules will prevail, except for any specific language required by law.

The City retains the full and unrestricted right to establish, modify, or eliminate any component of employment related to or included within this policy.

12.2 PERSONS SUBJECT TO TESTING AND CIRCUMSTANCES UNDER WHICH TESTING MAY BE REQUIRED

Under this policy, the City may test any applicant to whom an offer of employment has been made, and may test any employee for alcohol and/or controlled substance under any of the following circumstances with a properly accredited or licensed testing laboratory:

Pre-Employment Testing

For positions that the City determines all job applicants conditionally offered employment for that position will undergo drug and/or alcohol testing, every job applicant offered employment with the City for that position will receive the offer conditioned upon passing a drug and/or alcohol test, among other conditions. If the job offer is withdrawn based on drug test results, the City will inform the applicant of the reasons for the withdrawal. A positive drug test result from an initial screening test verified by a confirmatory test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A negative or positive dilute test result following a second collection, which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant. The City may request or require job applicants conditionally offered employment to undergo cannabis testing as part of pre-employment testing if the applicant is in one of the following positions:

- A safety-sensitive position;
- Police officer or sheriff position;
- Firefighter position;
- Position requiring face-to-face care, training, education, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- Position requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- Position of employment funded by a federal grant; or
- Any other position for which federal law requires testing of a job applicant for cannabis.

Reasonable Suspicion Testing

Consistent with Minn. Stat. § 181.951, subd. 3, employees will be subject to alcohol and drug testing or cannabis testing when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a controlled substance; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on City property, or while operating City vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or a controlled

substance or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the City's policies concerning alcohol or drugs may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Treatment Program Testing

The City may request or require an employee to undergo drug and/or alcohol testing or cannabis testing if the employee has been referred by the City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug and/or alcohol testing or cannabis testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

Routine Physical Examination Testing

The City may request or require an employee to undergo drug and/or alcohol testing as part of a routine physical examination. The City will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination. The City may request or require an employee to undergo cannabis testing as part of a routine physical examination testing when an employee is in one of the following positions:

- A safety-sensitive position;
- Police officer or sheriff position;
- Firefighter position;
- Position requiring face-to-face care, training, education, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- Position requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- Position of employment funded by a federal grant; or
- Any other position for which federal law requires testing of a job applicant for cannabis.

Random Testing

The City may require an employee to submit to random drug and/or alcohol testing or cannabis testing if the employee is in a safety-sensitive position.

12.3 RIGHT OF REFUSAL

Employees and job applicants have the right to refuse to submit to an alcohol or drug test [or cannabis test](#) under this policy. However, such a refusal will subject an employee to immediate discharge. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test [or cannabis test](#). In such a case, the employee is subject to immediate discharge from employment, and in the case of an applicant, the job offer will be immediately withdrawn.

12.4 REFUSAL ON SINCERELY HELD RELIGIOUS BELIEF

An employee or job applicant who, based on a sincerely held religious belief, refuses to undergo drug or alcohol testing [or cannabis](#) of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug or alcohol testing [or cannabis testing](#) of a urine sample.

12.5 COST OF REQUIRED TESTING

The City will pay for the cost of all drug and alcohol testing [or cannabis testing](#) requested or required of all job applicants and employees, with the exception of confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

12.6 REVIEW AND NOTIFICATION OF TEST RESULTS

Notification of Negative Test Results

In the case of job applicants, Human Resources will notify a job applicant of a negative drug and/or alcohol [or cannabis test](#) result within three working days of receipt of result by the City, and the hiring process will resume. A “Negative Test Results Notification” form will be sent to the job applicant, and the job applicant may request a copy of the test result report from Human Resources.

In the case of current employees, Human Resources will notify the employee of a negative drug and/or alcohol [or cannabis test](#) result within three working days of receipt of result by the City. A “Negative Test Results Notification” form will be sent to the employee, and he or she may request a copy of the test result report from Human Resources.

Notification of Positive Test Results

In the event of a confirmed positive blood or urine alcohol and/or drug test [or cannabis test](#) result, the City will notify the employee of a positive drug and/or alcohol [or cannabis test](#) result within three days of receipt of the result. Human Resources will send to the employee

or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. A laboratory must report results to the City within three working days of the confirmatory test result.

Right to Provide Information after Receiving Test Results

Within three working days after notice of a positive controlled substance or alcohol test [or cannabis test](#) result on a confirmatory test, the employee or job applicant may submit information to the City to explain the positive result. If an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the City will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

Right to Confirmatory Retest

A job applicant or employee may request a confirmatory retest of the original sample at the job applicant’s or employee’s own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the City in writing of the job applicant’s or employee’s intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the City will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. The laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same controlled substance and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the City’s job offer will be reinstated and the City will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the City will reimburse the employee for the actual cost of the confirmatory retest.

Access to Reports

An employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

Dilute Specimens

A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate discharge.

12.7 DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Use and Possession of Alcohol or Drug(s) [or Cannabis](#)

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, [cannabis](#), or drug paraphernalia while on duty; is on City premises; while operating any City vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter controlled substance used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the City or while “on call” and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

While Impaired of Alcohol or Drug(s) or Cannabis

Employees are prohibited from being impaired by any alcohol or drugs [or cannabis](#) when reporting for work; while on duty; is on the City’s premises; while operating any City vehicle, machinery, or equipment; or when performing any City business.

Employees are prohibited from being under the influence of alcohol, ~~or~~ drugs, [or cannabis](#), or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the City’s premises; while operating any City vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter controlled substance used as intended by the manufacturer.

Driving While Impaired

A conviction of driving while impaired in a City-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting City business, may result in discipline, up to and including discharge.

Criminal Controlled Substance Convictions

Any employee convicted of any criminal drug statute must notify his or her supervisor and the City’s Human Resources Division in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a controlled substance-related conviction, the City will take appropriate personnel action against the employee up to and including discharge, or require the employee to satisfactorily participate in a controlled substance abuse assistance or rehabilitation program as an alternative to discharge. In the event notice is not provided to the supervisor and the employee is deemed

to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, up to and including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the City is receiving federal grants or contracts of over \$25,000, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Controlled Substance

Employees taking a lawful controlled substance, including prescription and over-the-counter controlled substances, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

12.8 Consequences for Employees Engaging in Prohibited Conduct

1. Job Applicants

The City's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

2. Employees

a. No Adverse Action without Confirmatory Test

The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

b. Suspension Pending Test Result

The City may temporarily suspend a tested employee with or without pay, or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the City believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home, and will be provided appropriate arrangements for return transportation to his or her residence. An employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

c. Discipline and Discharge:

- **Confirmatory Positive Test Result:** The City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

The City has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use

counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and

The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

- Other Misconduct

Nothing in this policy limits the right of the City to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other City personnel policies.

- d. Emergency Call Back to Work Provisions

If an employee is called out for a City emergency and he or she reports to work and is suspected of being under the influence of drugs or alcohol, he or she will not be subject to the testing procedures of this policy, but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs or cannabis and who is called out for a City emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

12.9 NON-DISCRIMINATION

The City's policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of individuals.

Furthermore, the City will not retaliate against any employee for asserting his or her rights under this policy.

12.10 CITY'S EMPLOYEE ASSISTANCE PROGRAM

The City has in place a formal employee assistance program (EAP) to assist employees in addressing serious personal or work-related problems at any time. The City's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol or other drug or cannabis abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting the Human Resources Department.

12.11 POLICY CONTACT FOR ADDITIONAL INFORMATION

If you have any questions about this policy or the City's drug and alcohol testing [or cannabis testing](#) procedures, you may contact your immediate supervisor, Human Resources, or the City Administrator to obtain additional information.

By this policy, the City of Owatonna has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and its policy of maintaining a drug-free workplace. Each City employee will receive a copy of this policy and will be required to read it.

DEFINITIONS

Alcohol:

The intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

Alcohol use or usage:

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Applicant:

A person applying for a job with the City.

Cannabis Testing:

An analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minn. Stat. § 342.01, subdivision 16, cannabis products, as defined in Minn. Stat. § 342.01, subdivision 20, lower-potency hemp edibles as defined in Minn. Stat. § 342.01, subdivision 50, hemp-derived consumer products as defined in Minn. Stat. § 342.01, subdivision 37, or cannabis metabolites in the sample tested.

City:

The City of Owatonna.

City Premises:

All City job sites and work areas. For the purposes of this policy, City premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the City.

City Vehicle:

Any vehicle which employees are authorized to use solely for City business when used at any time; or any vehicle owned or leased by the City when used for City business.

Collection Site:

A place designated by the City where job applicants and employees present themselves for the purpose of providing a specimen of their urine and/or blood to be analyzed for the presence of controlled substances and alcohol.

Confirmatory Test:

A controlled substance or alcohol test or cannabis test on a sample to substantiate the results of a prior controlled substance or alcohol test or cannabis on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Controlled Substance:

A drug, substance, or immediate precursor in Schedules I through V of Minn. Stat. § 152.02. The term shall not include distilled spirits, wine, malt beverages, intoxicating liquors or tobacco.

Drug:

Has the same meaning as "controlled substance" defined in Minn. Stat. § 152.01, subd. 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in Minn. Stat. § 342.01, subdivision 16, cannabis products as defined in Minn. Stat. § 342.01, subdivision 20, lower-potency hemp edibles as defined in Minn. Stat. § 342.01, subdivision 50, and hemp-derived consumer products as defined in Minn. Stat. § 342.01, subdivision 37.
~~Has the same meaning as "controlled substance" defined in Minn. Stat. § 152.01, subd. 4 and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4.~~

Drug and Alcohol Testing:

An analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd. 1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
~~An analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd. 1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested.~~

Drug Paraphernalia:

As set forth in Minn. Stat. § 152.01, subd. 18.

Employee:

A person who performs services for compensation for the City and includes independent contractors except where specifically noted in this policy.

Initial Screening Test:

A drug or alcohol test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Job Applicant:

A person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing drug testing.

Positive Test Result:

A finding of the presence of alcohol, illegal drugs, or their metabolites that exceeds the cutoff levels established by the City. Minimum threshold detection levels are subject to change as determined in the City's sole discretion.

Random Selection Basis:

A mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

Reasonable Suspicion:

A basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-Sensitive Position:

A job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Under the Influence:

Either (1) the employee tests positive for alcohol or drugs, or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the City to conclude that the employee is impaired because of illegal drug use or alcohol use.



Parks, Trails, Recreation & Facilities Department

DATE: August 2, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Independent Contractor Agreement - Food and Beverage Services - Lacey's at Brooktree LLC

Purpose:

Seek the Council's approval of an Independent Contractor Agreement for food and beverage services at the Brooktree Golf Course. This is a 41-month food and beverage lease with Lacey's at Brooktree LLC.

Background:

Lacey's at Brooktree LLC (Lacey's) is a reputable and established establishment in the food and beverage industry. Lacey's brings 30 years of experience, 16 of which were at high-end golf courses. The owners also operate Lacey's Kitchen & Cocktails in Kenyon, Minnesota. The Brooktree menu will include traditional golfer favorites and a mix of upscale-casual items, including their pepper-jack dip, custom burgers, and citrus-glazed salmon.

The City Council unanimously approved an On-Sale Liquor License with Sunday Sales during their July 18 meeting for [Lacey's KC, LLC](#) to operate Lacey's at Brooktree and have fulfilled all requirements for the permit.

We plan to temporarily close the Clubhouse at the end of the golf season. During this off-season period, clubhouse improvements and renovations will be undertaken to enhance the clubhouse's entryway, kitchen, and pro shop. These renovations will be completed before the start of the 2024 golf season. Staff will collaborate with Lacey's to explore the viability and logistics of extending their services throughout the year starting in 2024. Exploring the potential for year-long operations aligns with our dedication to meeting the community's needs and maximizing the facility.

The lease is a 41-month lease, ending at the end of the 2026 golf season. The lease payments start March 1, 2024, allowing Mr. Lacey time to get established at Brooktree and finish the 2023 golf season. We will close the clubhouse for the off-season to complete the interior remodeling work, and no food or beverage services will be available during that time.

Budget Impact:

With the transition between the food and beverage businesses and the start of the rent in March 2024, rental revenue will be reduced by \$3,250 for the Brooktree Golf 2023 budget.

Lacey's monthly rent is set at:

\$1,000 in 2024 (Starting March 1)

\$1,200 in 2025

\$1,300 in 2026

This is an increase in rent collected based on the facility upgrades and the level of services provided by the City.

Staff Recommendation:

Staff recommends approval of this lease with Lacey's at Brooktree.

Attachments:

1. Independent Contractor Agreement - Food & Beverage Services - Lacey's

INDEPENDENT CONTRACTOR AGREEMENT

THIS LEASE AGREEMENT, is made this ____ day of July, 2023, by and between the City of Owatonna, a municipal corporation organized under the laws of the State of Minnesota, located at 540 West Hills Circle, Owatonna, Minnesota 55060, hereinafter referred to as “City” and Lacey’s KC LLC, a Minnesota Limited Liability Company, DBA Lacey’s at Brooktree 1369 Cherry St. Owatonna, Minnesota 55060, hereinafter referred to as “Independent Contractor” or “Contractor”.

RECITALS

1. City is owner of the Brooktree Municipal Golf Course and the Brooktree Clubhouse building and restaurant, bar and grill located there.
2. The City desires to maintain the quality of its operations and to offer to the public a public restaurant service.
3. Contractor desires to undertake and perform the restaurant and food and beverage service for the Brooktree Golf Course.

IN CONSIDERATION of the foregoing and of the mutual promises and covenants hereinafter provided, the City and Contractor agree as follows:

ARTICLE 1 – OPERATION AND MANAGEMENT SERVICES

- 1.01** Contractor agrees to provide professional staff for the management of the food and beverage services at the Brooktree Golf Course.
- 1.02** Contractor shall provide trained staff to effectively manage and operate the food and beverage service.
- 1.03** Contractor shall provide coordinated services between the food and beverage services and the golf operations.
- 1.04** Contractor shall provide coordinated services within the community to promote the Brooktree restaurant.

ARTICLE 2 – GRANT OF LEASE

- 2.01** City hereby demises and leases the Premises to Contractor and Contractor hereby leases and accepts the Premises from City, to have and to hold during the Term, subject to the terms and conditions of this Lease.
- 2.02** City shall warrant and defend Contractor in the quiet enjoyment and possession of the Premises during the Term, subject to the terms and conditions of this Lease.

- 2.03** City covenants to observe and perform all of the terms and conditions to be observed and performed by City under this Lease. Contractor covenants to pay the Rent when due under this Lease and to observe and perform all the terms and conditions to be observed and performed by Contractor under this Lease.
- 2.04** “Premises” is defined as the Brooktree Restaurant at 1369 Cherry Street, Owatonna, Minnesota, including kitchen, front counter, dining room, patio, and restaurant storage areas in the building. Contractor shall have non-exclusive use of Common Areas such as entrances, hallways, restrooms, etc. which are shared with the Brooktree golf operation.

ARTICLE 3 – TERM AND POSSESSION

- 3.01 Term.** The Term of this Lease shall be forty-one (41) months beginning on July 20, 2023 and terminating on December 1, 2026. Notwithstanding the term of this Lease either party may cancel this Lease after the first year by giving written notice to the other party of the notice of intention to cancel the agreement by November 15th of the current year.

ARTICLE 4 – PERSONAL PROPERTY

- 4.01 Ownership.** City is the owner of kitchen fixtures and equipment, tables, chairs, patio furniture and other personal property and fixtures, all as listed in Appendix “A”. All of the property described in Appendix “A” shall remain at the Premises for Contractor’s use and is leased to Contractor during the Term of this Lease. This property shall be maintained in a good condition and kept in good repair by the Contractor as is reasonably necessary to maintain the individual inventory. All repair costs shall be paid for by the City as provided in Sections 7.05 and 7.06. Contractor shall, at its own expense, provide all other personal property required to operate a catering operation, bar, and grill.
- 4.02 Telephone.** Contractor will provide its own telephone line.
- 4.03 Point of sale system.** Contractor will provide its own dedicated internet line for its own point of sale system.
- 4.04 Wi-Fi.** Service will be available for Contractor’s use consistent with the purposes of this Lease.

ARTICLE 5 – USE OF PREMISES

- 5.01 Use.** The Premises shall be used and occupied as a bar, restaurant, grill, banquet facility, and catering business open to the public or for such any other purpose as

City and Contractor authorize. Contractor agrees to operate and maintain the Premises in a professional manner.

5.02 Operation. Contractor shall operate the bar and grill year-round.

5.03 Hours of Operation. Contractor shall have the option as to how early or late to be open for business, except that without written authority from the City, Contractor shall be open for business a minimum of the following schedule, seven days a week:

March -	9:00 a.m. - 8:00 p.m.
April -	9:00 a.m. – 8:00 p.m.
May -	8 :00 a.m. – 9:00 p.m.
June –	7:00 a.m. – 9:30 p.m.
July –	7:00 a.m. – 9:30 p.m.
August –	7:00 a.m. – 9:30 p.m.
September –	9:00 a.m. – 8:00 p.m.
October –	9:00 a.m. – 7:00 p.m.

Exceptions: On Saturdays and other days when tournaments or other special events are scheduled, Contractor shall open earlier to meet the needs of the events.

5.04 Liquor. Contractor shall apply for and maintain, at Contractor's expense, an on-sale intoxicating liquor license for the Premises and the golf course area Brooktree Golf Course, 1369 Cherry Street. Contractor shall further maintain dram shop insurance as required by Section Minn. Stat. sec. 340A.409 and section 9.02 of this Agreement.

5.05 Winter Months. During the winter months, from November 1 through March 31, the booking and scheduling of events shall be the responsibility of the Contractor. At any event scheduled during the winter months, Contractor, or its duly authorized representative, shall be in attendance, save and except for events sponsored solely by the city of Owatonna; and in such event the City of Owatonna shall be responsible for the maintenance and cleaning of the premises. For scheduled city events, the City will reserve the right to utilize the facility at no charge, with a 30-day notice to the Contractor.

5.06 Catering. The primary purpose of this Agreement is to provide quality food and beverage service for the golfing community. The contractor may cater non golf related events, for example private parties, wedding receptions, business meetings, etc. Contractor may retain proceeds from the sale of food and beverages. Catered events may be scheduled during the golf season provided that quality food and beverage service shall continue to be available to meet the needs of the golfers during such events.

5.07 Compliance with Laws. The Premises shall be used and occupied in a safe, careful and proper manner, and subject to all Federal and State laws and regulations and

City ordinances, regulations, orders, or the requirements of the City's insurance carriers.

- 5.08 Abandonment.** Contractor shall not vacate or abandon the Premises or cease to operate the banquet facilities, bar, grill or catering operation at any time during the Term without the City's written consent.
- 5.09 Nuisance.** Contractor shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris, rodents, vermin, insects and anything of a dangerous, noxious or offensive nature or which would create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise. City shall contract with a vendor engaged in the business of pest control and shall periodically, on an as needed basis, cause said vendor to perform services at, in or around the building upon which the demised premises are located.
- 5.10 Restaurant Equipment.** Contractor will have the use of all kitchen equipment presently on site. Contractor shall provide any additional equipment at Contractor's expense.
- 5.11 Vending Machines.** Contractor, may with the written permission of the City, install food, candy or beverage vending machines within the Building or any such places at, Brooktree Golf Course, as may be approved by City; and, if any such vending machines are installed, same shall be maintained by Contractor and Contractor shall keep same in a good and orderly condition and any sales therefrom shall be included in "Gross Sales". Contractor will maintain three vending machines on-course in accordance with City's contract terms with Pepsi Cola.

ARTICLE 6 – RENT

- 6.01 Rent.** The annual rent for use of the premises shall be as follows:

Year 2024: 3/1/24-12/31/24	\$1000 monthly
Year 2025: 1/1/25-12/31/25	\$1200 monthly
Year 2026: 1/1/26-12/01/26	\$1300 monthly

The rent shall be paid by the 1st of each month.

- 6.03 Payment of Rent – General.** All amounts payable by Contractor to City under this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided, and City shall have all rights against Contractor for default in any such payment as in the case of arrears of Rent. Rent shall be paid to City without deduction or set-off at the address of City as set forth in the beginning of this Lease, or to such other person or at such other address as City may from time to time designate in writing. Contractor's obligation to pay Rent shall survive the expiration or earlier termination of this Lease.

- 6.04 Real Estate Tax.** Contractor shall be responsible to pay the real estate tax attributable to the leased premises as determined by the Steele County Assessor.

**ARTICLE 7 – SERVICES, MAINTENANCE, REPAIR
AND ALTERATIONS BY CITY**

- 7.01 Operation of Building.** During the Term of this Lease, City shall operate and maintain the Building in accordance with all applicable laws and regulations and the requirements of City's Insurance carriers.
- 7.02 Services to Premises.** City shall provide (and Contractor shall contribute to the payment of expenses as provided in Section 7.06 in the Premises):
1. Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours.
 2. Electric power.
 3. Domestic running water.
 4. Maintenance, repair and replacement as set out in Section 8.05.
 5. One on-course beverage cart.
- 7.03 Building Services.** City shall provide in and around the building:
1. Access to and egress from the Premises.
 2. Heat, ventilation, cooling, lighting, electric power, domestic running water and janitor service in those areas of the Building required by Contractor for access to the Premises during normal business hours of Contractor, but under the exclusive control of City.
 3. Sidewalk and parking lot maintenance and snow removal and maintenance of the exterior of the Building. Provided, however, that sidewalk cleaning and snow removal shall be provided by City only during regular City of Owatonna business hours.
 4. Maintenance, repair and replacement as set out in Section 7.06.
- 7.04 Sidewalk and Parking Lot Maintenance and Maintenance of the Exterior of the Building.** During the winter time, City shall remove snow from at least 80 parking stalls in the parking lot within 24 hours after commencement of snow removal operations subsequent to a snowfall; and remove snow from the sidewalks within 48 hours of commencing snow removal operations subsequent to a snowfall.
- 7.05 Maintenance, Repair and Replacement by City.** Except as provided in Section 7.06, City shall operate, maintain, repair and replace the building systems, facilities and equipment necessary for the proper operation of the Building and for the provision of City's services under Section 7.02 and 7.03 and shall be responsible for and shall expeditiously maintain and repair the foundations, structure and roof of the Building, concealed plumbing, electrical, gas and sewer lines, provided that City shall have a reasonable time in which to complete the necessary repair or replacement

and that City shall use reasonable diligence in carrying out its obligations but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so. No interruption of such services under this

Section 7.05 shall be construed as an eviction of Contractor except as otherwise specifically provided in this Lease, or release Contractor from any obligation of Contractor under this Lease. This Section is subject to the provisions of this Lease pertaining to damage by fire or other casualty.

7.06 Maintenance and Repair of Furniture, Fixtures and Equipment by Contractor; Operating Expenses; Cleaning Services; Sidewalks. Contractor shall:

1. Maintain all equipment, furnishings and trade fixtures used on the Premises in a good, clean and sanitary condition; and any repairs required to be made to any of those items shall cause to be made by Contractor. The cost of minor repairs shall be paid by Contractor. Repairs exceeding \$2,000 shall be paid by City but no such repairs shall be made unless prior approval therefor is given by City. Repairs to be paid for by City are contemplated to be the larger repair items which are necessary for the Contractor to conduct its business on the Premises; and, the minor day-to-day repairs are to be made and paid for by Contractor. If any appliance or fixture listed on Appendix 'A', (for example, a refrigerator), breaks down and requires repairs in an amount more than the cost of replacement or otherwise outlives its useful life, the City will replace the same.
2. Provide janitor and cleaning services as reasonable required to keep the Leased Premises in a clean and wholesome condition and in compliance with all applicable license requirements and regulations.
3. Provide such sidewalk cleaning of snow removal as may be necessary during hours in which cleaning and snow removal are not provided by the City pursuant to Section. 7.03 if the Contractor elects to open the facility.
4. City shall be responsible for the cleaning of both the interior and exterior window surfaces, as well as the restroom facilities.

7.07 Alterations by City. City may from time to time:

1. Make repairs, replacements, changes or additions to the structure, system and facilities in the Premises where necessary to serve the Premises or other parts of the buildings.
2. Make changes in or additions to any part of the Building not included in the Premises.

7.08 Right of Entry. Contractor shall permit Lessor, its agents, and other employees, to have access to and to enter the demised premises at all reasonable and necessary times to inspect the demised premises for any purpose connected with the repair, improvement, care and management of the demised premises and the building in

which the demised premises are situated, or for any other purpose reasonable connected with Lessor's interest in the demised premises.

ARTICLE 8 – MAINTENANCE, REPAIR AND ALTERATIONS **OF CONTRACTOR, IMPROVEMENTS BY CONTRACTOR**

8.01 Conditions of Premises. Except to the extent that City is specifically responsible therefor under this Lease, Contractor shall maintain the Premises and all improvements therein in good order and condition, including:

1. Making repairs and maintenance of the leased premises shall be the obligation of Contractor including the replacement of any windows damaged or broken by Contractor, its agents, employees or business invitees. If Contractor fails to perform these obligations, then on thirty (30) days' notice to Contractor, City may enter the Premises and perform such obligation without liability to Contractor for any loss or damage to Contractor and Contractor shall pay City for the cost thereof within ten (10) days of receipt of City's invoice therefore.

8.02 Alterations by Contractor. Contractor may from time to time at its own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

1. Comply with the requirements of any governmental authority and with the requirements of City's insurance carriers.
2. Be made only with the prior written consent of City.
3. Be carried out only by persons selected by Contractor and approved in writing by City under terms and conditions reasonably required by City.

8.03 Trade Fixtures and Personal Property. Contractor may install on the Premises its usual trade fixtures and personal property in a proper manner, providing that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the Building. If Contractor is not then in default hereunder, trade fixtures and personal property installed on the Premises by Contractor (other than those referenced in Section 8.03) may be removed from the Premises from time to time in the ordinary course of Contractor's business or alteration of the Premises by Contractor, and during a reasonable period prior to the expiration of the Term, provided that Contractor promptly repairs at its own expense any damage to the Premises or Building resulting from such installation or removal. (Repairs of any of the fixtures or personal property as set forth in this Section 7.03 shall be at Contractor's expense).

8.04 Mechanic's Liens. Contractor shall pay before delinquency occurs all costs for work done or caused to be done by Contractor to the Premises which could result in a lien or encumbrance on City's interest in the land or Building or any part thereof, and shall keep the title to the land or Building and every part thereof, and shall keep

the title to the land or Building and every part thereof free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless City against any claim, loss, costs, demand in legal or other expense arising out of the supply of material, services or labor for such work.

- 8.05 Signs.** All exterior and interior Contractor signs and fixtures must be approved by City.

ARTICLE 9 – INSURANCE

- 9.01 City’s Insurance.** During the Term, City shall maintain boiler and machinery insurance, comprehensive general liability and fire insurance with extended coverage on the Building. City shall also provide business personal property insurance for personal property at the Premises owned by City.

Policies for such insurance shall waive any right of subrogation against Contractor and all individuals and entities to whom Contractor is responsible in law.

- 9.02 Contractor’s Insurance.** During the Term, Contractor shall maintain, at its own expense, comprehensive general liability insurance for Contractor’s business in an amount of not less than \$1 Million combined single limit together with umbrella coverage of not less than \$1 Million combined single limit. Contractor shall also maintain automobile liability insurance with limits not less than \$1 Million combined single limit. Contractor shall also maintain worker’s compensation insurance covering its employees and business personal property insurance for personal property owned by Contractor in accordance with Minnesota Law. Contractor shall also maintain, at its own expense, liquor liability insurance in an amount not less than \$500,000.00 combined single limit. Contractor shall cause City to be named as an additional insured on all policies.

The Contractor must also provide workers’ compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall provide Employer’s Liability Insurance with minimum limits as follows: \$500,000-bodily injury by disease per employee, \$500,000-bodily injury by disease aggregate, \$500,000 –bodily injury by accident.

All such policies shall name the City as an additional insured.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to City and shall require at least thirty (30) days written notice to City of termination or material alteration during the Term and shall waive any right of subrogation against City and all individuals and entities to whom City is responsible in law. Contractor shall deliver on the commencement of the Term and on each anniversary thereof to City copies of other evidence of such policies.

ARTICLE 10 – ASSIGNMENT AND SUBLETTING

- 10.01 Assignment and Subletting.** Contractor shall not sublet the bar and restaurant area at the clubhouse without the City's prior written consent and at City's sole discretion.

ARTICLE 11 – SURRENDER

- 11.01 Possession.** Upon the expiration or other termination of the Term, Contractor shall immediately quit and surrender possession of the Premises in substantially the condition in which Contractor is required to maintain the Premises excepting only reasonable wear and tear and shall thoroughly clean the walls and floors. Upon such surrender, all right, title, and interest of the Contractor in the Premises shall cease.
- 11.02 Trade, Fixtures, Personal Property and Improvements.** Subject to Contractor's rights under Section 7.03, after the expiration or other termination of the Term, all of Contractor's trade fixtures, personal property, and improvements remaining in the Premises shall be deemed conclusively to have been abandoned by the Contractor and may be appropriated, sold, destroyed, or otherwise disposed of by City without notice or obligation to compensate Contractor or to account therefore, and Contractor shall pay to City on written demand all costs incurred by City in connection therewith.

ARTICLE 12 – HOLDING OVER

- 12.01 Month to Month Tenancy.** If without City's written consent Contractor remains in possession of the Premises after the expiration or other termination of the Term, Contractor shall be deemed to be occupying the Premises on a month to month tenancy only, and shall pay Rent equal to the Rent as determined in accordance with Article 5 for option period, or such other Rent as is stated in such written consent. Such month to month tenancy may be terminated by City or Contractor on the first day of any calendar month by delivery of at least thirty (30) days advance written notice of termination to the other.
- 12.02 Tenancy of Sufferance.** If without City's written consent Contractor remains in possession of the Premises after the expiration or other termination of the Term, Contractor shall be deemed to be occupying the Premises upon a tenancy at sufferance only, at a monthly Rent equal to 1.5 times the Rent determined in accordance with Article 5. Such tenancy at sufferance may be terminated by City at any time by notice of termination to Contractor and by Contractor on the last day of any calendar month by at least thirty (30) days advance written notice of termination to City.

ARTICLE 13 – DAMAGE BY FIRE OR OTHER CASUALTY

- 13.01 Limited Damage to Premises.** If all or part of the Premises are rendered uncontactable by damage from fire or other casualty which, in the reasonable opinion of an architect selected by City and approved by Contractor, can be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime

or other premium), City shall forthwith at its own expense repair such damage including damage to equipment, furniture, trade fixtures and other chattels owned by City, but excluding damage to improvements, furniture, chattels or trade fixtures owned by Contractor, which shall be repaired forthwith by Contractor at its own expense.

13.02 Major Damage to Premises. If all or part of the Premises are rendered uncontactable by damage from fire or to other casualty which, in the reasonable opinion of an architect acceptable to the City and Contractor, cannot be substantially repaired under applicable laws and government regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or other premium), then either City or Contractor may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not more than ten (10) days after receipt of such architect's opinion, failing which City shall forthwith at its own expense repair such damage other than damage to improvements, furniture chattels or trade fixtures, which shall be repaired forthwith by Contractor at its own expense.

13.03 Abatement. If City is required to repair damage to all or part of the Premises under Sections 12.01 and 12.02, the Rent payable by Contractor hereunder shall be proportionately reduced to the extent that the Premises are thereby rendered uncontactable from the date of such casualty until five (5) days after the completion by City of the repairs to the Premises (or the part thereof rendered uncontactable) in its business, whichever first occurs.

13.04 Major Damage to Building. If all or a substantial part (whether or not including the Premises) of the Building is rendered uncontactable by damage from fire or other casualty to such a material extent that in the reasonable opinion of City the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part, City may elect to terminate this Lease as of the date of such casualty (or on the date of notice if the Premises are unaffected by such casualty) by written notice delivered to Contractor not more than sixty (60) days after the date of such casualty.

13.05 Limitation on City's Liability. Except as specifically provided in this Article 12, there shall be no reduction of Rent and City shall have no liability to Contractor by reason of any injury to or interference with Contractor's business or property arising from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom in or to any portion of the Building or the Premises. Notwithstanding anything contained herein, rent payable Contractor hereunder shall not be abated if the damage is caused by a negligence of Contractor, its agents, servants or employees.

13.06 Demolition or Substantial Renovation. Notwithstanding anything contained in this Lease, City may terminate this Lease at any time if it is City's intention to demolish

or substantially renovate the Building. City will give Contractor twelve (12) calendar months' notice of termination of the Lease.

ARTICLE 14 – NOTICES

- 14.01 Notices.** Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered personally to the persons named below, or if mailed by registered or certified mail addressed to Contractor at the Premises (whether or not Contractor has departed from, vacated, or abandoned the same) or to City at the place from time to time established for the payment of Rent. Any notice shall be deemed to have been given at the time of actual receipt or, if mailed, three (3) days after the date of mailing thereof. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed.

City's Agents

Jenna Tuma	540 West Hills Circle, Owatonna MN 55060	507-774-7361
Kris M. Busse	540 West Hills Circle, Owatonna MN 55060	507-774-7340

Contractor's Agents

Steve Lacey	1369 Cherry St., Owatonna MN 55060	_____
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ARTICLE 15 – DEFAULT

- 15.01 Late Payment.** Contractor shall pay monthly to City a late charge of 4% on all Rent required to be paid hereunder which is more than ten (10) days overdue when paid. Contractor shall indemnify City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of Contractor or upon expiration or earlier termination of the Term of this Lease, or in enforcing any covenant, provision or agreements of Contractor herein contained.
- 15.02 Right of City to Perform Covenants.** All covenants and agreements to be performed by Contractor under any of the terms of this Lease shall be performed by Contractor, at Contractor's sole cost and expense, and without any abatement of Rent. If Contractor shall fail to perform any act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof from City, City may (but shall not be obligated so to do) perform such act without waiving or releasing Contractor from any of its obligations relative thereto. All sums paid or costs incurred by City in so performing such acts under this Section 15.02, together with interest thereon at the rate of 10% per year from the date each such payment was made or each such cost incurred by City, shall be payable by Contractor to City on demand.

15.03 Events of Default. The following events shall be deemed events of default by Contractor under the Lease:

1. Part or all of the Rent hereby required is not paid within 10 days of when due, or
2. Any goods, chattels, or equipment of Contractor is taken in execution or in attachment, or a writ of execution is issued against Contractor, or
3. Contractor becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding up proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of Contractor, or
4. Contractor moves or commences, attempts, or threatens to move its goods, chattels, and equipment out of the Premises (other than in the normal course of its business) or ceases to conduct business from the Premises, or
5. Contractor fails to observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by Contractor (other than payment of Rent).

Any shorter period of for cure provided by law notwithstanding, and in lieu thereof, Contractor may cure any default under Section 15.03(3) at any time within five (5) days after written notice of default is received by Contractor from City; and Contractor may cure any default under Section 15.03(5) above, within ten (10) days after written notice of default is received by Contractor from City, provided that if such non-monetary default is curable but is of such a nature that the cure cannot be completed within thirty (30) days, Contractor shall be allowed to cure the default if Contractor promptly commences the cure upon receipt of the notice and diligently prosecutes the same to completion as promptly as reasonably possible thereafter.

City's notice of default may be accomplished by, and shall not be in addition to, any notice required by law.

15.04 Remedies Upon Default. Upon the occurrence of any event of default by Contractor, City shall have, in addition to any other remedies available to City under this Lease or at law or in equity, the option to pursue any one or more of the following remedies (each and all of which shall be cumulative and non-exclusive) without any notice or demand whatsoever:

1. Terminate this Lease, in which event Contractor shall immediately surrender the Premises to City, and if Contractor fails to do so City may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, and as allowable by law enter upon and take possession of the Premises and expel or remove Contractor and any other person who may be occupying the Premises or any part thereof. Contractor hereby waives any rights it may have to make any claim or

assess any damages against City for such entry and/or expulsion and City may recover from Contractor the following:

- A. Any unpaid Rent which has been earned at the time of such termination; plus
- B. The amount of any unpaid Rent which would have been earned after termination until the time of the award; plus
- C. The amount of any unpaid Rent for the balance of the Term after the time of the award; plus
- D. Any other amount necessary to compensate City for all the damages proximately caused by Contractor's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- E. At City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "Rent" as used in this Section 14.01 (1) shall be deemed to be and to mean all sums of every nature required to be paid by Contractor pursuant to the terms of this Lease, whether to City or to others.

- 2. If City does not elect to terminate this Lease on account of any default by Contractor, City may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

15.05 Surrender of Premises. Upon the expiration of the Term of this Lease, Contractor shall, subject to the provisions for this Article 14, quit and surrender possession of the Premises to City in as good order and condition as when Contractor took possession and as thereafter improved by City and/or Contractor, reasonable wear and tear and repairs which are specifically made the responsibility of City hereunder excepted. Upon such expiration or termination, Contractor shall, without expense to City, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, movable partitions and other articles of personal property owned by Contractor or installed or placed by Contractor at its expense on the Premises, and such similar articles of any other persons claiming under Contractor, as City may, in its sole discretion require to be removed, the Contractor shall repair at its own expense all damage to the Premises and Building resulting from such removal.

15.06 Disposition of Personal Property. Whenever City shall re-enter the Premises as provided in this Lease, any personal property of Contractor not removed by Contractor upon the expiration of the Term of this Lease, or within 48 hours after a termination by reason of Contractor's default as provided in this Lease, shall be deemed abandoned by Contractor and may be disposed of by City in accordance with the law of the jurisdiction in which the Building is located.

- 15.07 Remedies Cumulative.** No reference to nor exercise of any specific right or remedy by City shall prejudice or preclude City from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but City may from time to time exercise any one or more of such remedies independently or in combination. A default under this Lease shall be deemed to be a default under any other agreement between Contractor (or its affiliates) and City (or its affiliates) shall be deemed to be a default under this Lease.

ARTICLE 16 – MISCELLANEOUS

- 16.01 Relationship of Parties.** Nothing contained in this Lease shall create any relationship between the parties hereto other than that of City and Contractor, and it is acknowledged and agreed that City does not in any way or for any purpose become a partner of Contractor in the conduct of its business, or a joint venture or a member of a joint or common enterprise with Contractor.
- 16.02 Consent Not Unreasonably Withheld.** Except as otherwise specifically provided, whenever consent or approval of City or Contractor is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Contractor's sole remedy if City unreasonably withholds or delay consent or approval shall be an action for specific performance and City shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.
- 16.03 Applicable Law and Construction.** This Lease shall be governed by and construed under the laws of the State of Minnesota, and its provisions shall be construed as a whole according to their common meaning and not strictly for or against City or Contractor. The words City and Contractor shall include the plural as well as the singular. If this Lease is executed by more than one Contractor, Contractor's obligations hereunder shall be joint and several obligations of such Contractors. Time is of the essence of this Lease and each of its provisions. The captions of the Articles are included for convenience only and shall have no effect upon the construction or interpretations of this Lease.
- 16.04 Entire Agreement.** "Lease" means the Lease, and every properly executed instrument which by its terms amends, modifies, or supplements this Lease. This Lease contains the entire agreement between the parties hereto with respect to the subject matter of this Lease. Contractor acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are set out in this Lease.
- 16.05 Amendment or Modification.** Unless otherwise specifically provided in this Lease, no amendment, modification or supplement to this Lease shall be valid or binding

unless set out in writing and executed by the parties hereto in the same manner as the execution of this Lease.

- 16.06 Construed Covenants and Severability.** All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenant and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not been included.
- 16.07 No Implied Surrender or Waiver.** No provisions of this Lease shall be deemed to have been waived by City unless such waiver is in writing signed by City. City's waiver of a breach of any term or condition of this lease shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of any original breach. City's receipt of Rent with knowledge or a breach by Contractor of any term or condition of this Lease shall not be deemed a waiver of such breach. No act or thing done by City, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless in writing signed by City. The delivery of keys to any of the City's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Contractor, or receipt by City, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance or such Rent or pursue any other remedy available to City.
- 16.08 Successors Bound.** Except as otherwise specifically provided, the covenants, terms and conditions contained in this Lease shall apply to and bind the heirs, successors, executor, administrators and assigns of the parties hereto.
- 16.09 Acceptance.** Upon execution by Contractor and delivery of this document to City, City shall have 10 days to accept this Agreement. Contractor acknowledges that City will rely on Contractor's irrevocable offer in awarding contracts for the construction of the Premises.
- 16.10 Exclusive Rights.** Contractor shall have the exclusive right to serve food and beverages to persons using the Premises owned by City.
- 16.11 City's Covenants.** City covenants that Contractor, on performing all of its obligations under this Lease may peacefully and quietly have, hold and enjoy the demised premises for the Term of this Lease.

STATE OF MINNESOTA)

) ss.

COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 27th day of July 2023, by Steve Lacey, owner of Lacey's KC, LLC, a Limited Liability Company organized under the laws of the State of Minnesota.



Jeanette Clawson

Notary Public