

PLEASE NOTE: At 5:00 pm, the Council will hold a Closed Door Session in the Gainey Room at the Owatonna Public Library for pending litigation in the matter of the City of Owatonna NPDES Permit No. MN0051284, Petition for Administrative Hearing to the Minnesota Pollution Control Agency. This meeting will be closed pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(b).

At 5:30 pm, a Study Session for discussion on Merrill Hall Updates and if time permits, there will also be updates on various boards and commissions.



OWATONNA CITY COUNCIL MEETING

Tuesday, September 5, 2023 at 7:00 PM

Gainey Room at the Owatonna Public Library

105 N Elm Avenue

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

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

1.1. Council Agenda

1.2. Mayor Kuntz

1.2.1. HRA Board Member Resignation - Hussein Osman

1.2.2. Proclamation - 2023 Quilt of Valor Day - September 7, 2023

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting - August 15, 2023

2.2. Minutes - EDA Meeting - July 19, 2023

2.3. Department Reports:

2.3.1. Weed/Nuisance Inspection Report - August 30, 2023

2.4. Licenses/Permits

2.4.1. Tree Trimmer's Permit - Albert Lea & Austin Tree Service

2.4.2. Exempt Permit - Calendar Raffle - Owatonna Exchange Club - December 14, 2023

2.4.3. Event Permits

2.4.3.1. Trunk or Treat - Trinity Lutheran Church - October 26, 2023

2.4.3.2. Relay for Life & 5k Run - September 23, 2023

2.5. Miscellaneous

2.5.1. Quote - Asphalt Crack Repair & Crack Seal - North Straight River Parkway - Seal King

2.5.2. Work Order #11 - Engineering Services - Airport Security Fencing & Gates - Bolton & Menk

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

- 3.2.1. Second/final Reading Proposed Ordinance 23-15: RZ-4 & Minor PUD at 130 Front Street E - Matt Olson
- 3.2.2. First Reading Proposed Ordinance 23-16: Amend Chapter 133 to Permit an Archery Hunt for Deer Management
- 3.2.3. First Reading Proposed Ordinance 23-17: RZ-5 Rezone from B-2 to I-1 at 3745 Hoffman Drive

3.3. Resolutions:

- 3.3.1. Resolution 75-23 Authorize General Obligation Street Reconstruction Bonds - 2023B
- 3.3.2. Resolution 76-23: Accept FAA Grant - Airport Security Fencing and Gate Project
- 3.3.3. Resolution 77-23: Accept MnDOT Grant - Airport Security and Fencing Project
- 3.3.4. Resolution 78-23: Accept Bid and Award Contract - Airport Security Fencing and Gate Project
- 3.3.5. Resolution 79-23: Accept Parkland Donation for Dartt's Park - Maureen Henderson

3.4. Miscellaneous

- 3.4.1. On-Sale Wine and Malt Liquor Licenses - The Smokin Silverback
- 3.4.2. Facility Use Agreement - Use of Council Chambers - Owatonna Independent School District #761
- 3.4.3. Voting Operations, Technology and Election Resources Agreement - Steele County
- 3.4.4. American Engineering Testing WWTF Environmental Observation and Testing Agreement Amendment
- 3.4.5. Temporary Traffic Control at 18th Street SE and CSAH 48
- 3.4.6. Garbage & Refuse Hauling License - Bin Pro Dumpster Rentals - Janesville MN

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**



Mayor Kuntz



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM:
SUBJECT: HRA Board Member Resignation - Hussein Osman

Purpose:

Council approval of the resignation of HRA Board Member Hussein Osman.

Background:

Last week, Hussein Osman submitted a Letter of Resignation from the Housing and Redevelopment Authority (HRA) to be effective immediately to allow additional opportunities for his career. Mr. Osman has served on the HRA since September 7, 2021.

Applications are now available on the city's website to fill this open seat. The new member will fulfill the remainder of this appointment, which will expire on April 30, 2027.

Budget Impact:

None.

Staff Recommendation:

Approval recommended.

Attachments:

1. Letter of Resignation - HRA Member - Hussein Osman

August 22, 2023

Ghassan Madkour
City Of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Dear Ghassan,

I am writing this letter to formally resign from my position on the Human Resources Association (HRA) Board, effective today, 8/22/2023.

It has been an incredible experience serving on the HRA Board, and I am grateful for the opportunities I have had to contribute to the organization's mission and goals. However, after careful consideration, I have decided that it is time for me to move on to new challenges and opportunities in my career journey.

I am proud of the progress we have made as a team during my tenure, and I have complete confidence in the abilities of my colleagues to continue driving the HRA's mission forward. I believe in the importance of the organization's work, and it will continue to thrive and make a positive impact under new leadership.

I want to extend my sincere gratitude to my fellow board members, the HRA staff, and all the dedicated volunteers who have made this experience truly rewarding. I have learned much from each of you and cherished the collaborative and supportive environment the HRA fosters.

I am committed to ensuring a smooth transition and am willing to assist in any way possible during this period of change. Please let me know how I can best facilitate the transition process.

Thank you once again for the opportunity to serve on the HRA Board. I wish the organization continued success in all its endeavors.

Sincerely,

Hussein Osman



Mayor's Proclamation

- WHEREAS** the Quilt of Valor Foundation is a national organization created in 2003 from a serviceman's mother idea to comfort Veterans with quilts; and
- WHEREAS** the Quilts of Valor Foundation recognize and acknowledges the "War Demons" that plague soldiers from all wars. Through this foundation, quilts have been presented to warriors from all conflicts including WWII, Korea, Vietnam, Iraq and Afghanistan; and
- WHEREAS** each quilt represents a three-part message from the givers to those receiving: Honor; Freedom is Not Free; and Comfort; and
- WHEREAS** in 2022, the Owatonna Exchange Club, choose the "Quilt of Valor" as one of their Americanism Service Projects and five quilts were awarded; and
- WHEREAS** selected as this year's recipients are:

Jim Klukas	US Army
Gordon Meiners	US Air Force
John McNulty	US Army
Robert Mollenhauer	US Army
Todd Schwanke	US Army
Jarrod Schmoll	US Army
Gary Stoltz	US Army

with sincere thanks and gratitude, these seven veterans will be recognized for their service to our country and community as they receive their "Quilt of Valor".

NOW THEREFORE, I Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim **Thursday, September 7th** as the

2023 QUILT OF VALOR DAY

within the City of Owatonna and invite everyone to congratulate and celebrate with these veterans as they receive their quilts. I have hereunto set my hand this 5th day of September, 2023.

By: _____
Thomas A. Kuntz, Mayor

Owatonna City Council Minutes
August 15, 2023 - DRAFT COPY

On Tuesday, August 15, 2023, at 7:00 p.m., City Council Vice-President Raney called the regular session of the Owatonna City Council to order in the Gainey Room at the Owatonna Public Library. Present were Council Members Raney, Voss, Burbank, Boeke, and Dotson; Mayor Kuntz; Community Development Director Klecker; Communications Manager Sheely; City Attorney Walbran; City Administrator Busse and Administrative Specialist Clawson. Council Members Svenby and Schultz were unable to attend.

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

Consent Agenda Items

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

- Minutes – City Council meeting – August 2, 2023
- Minutes – Planning Commission Meeting – June 27, 2023
- Minutes – Human Rights Commission Meeting – July 11, 2023
- Minutes – HRA Meeting – July 24, 2023
- Minutes – Planning Commission Meeting – July 25, 2023
- Minutes – Planning Commission Meeting – August 8, 2023
- Building Inspection Monthly Report – July
- Week/Nuisance Inspection Report - August 9, 2023
- Fire – Monthly Dashboard and Activity Report - July 2023
- Tree Trimmers License – Tree Master, LLC. – David Schroht
- Event Permit – Down Thursday – MainStreet Owatonna – September 7, 2023
- Event Permit – Hunter A. Frank Memorial at SCFF – September 16, 2023
- Half marathon & 5K Run – From the heart & Soul – October 14, 2023
- Change Order #4 – Council Chamber Project – Ebert Construction
 - Change Order 4 includes structural improvements and remediation at the stage removal. The stage floors, walls, and false ceiling, which appeared to be infill, were integrated into the bearing wall which required careful shoring and additional reinforcement. The Cast Stone staining is a site solution to bring the cast stone layer to a closer match with the existing structure. Additional infrastructure was required in the coordination for the new AV system. Cost for this Change Order is \$33,474.10.
- Stormwater Facility Maintenance Easement Agreement – 209 Oak Ave North – Block 300 Owatonna, LLC
 - This Stormwater Facility Maintenance Agreement is for ASCEND Development located at 208 Oak Avenue North. On-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City.

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

Finance Report

Council Member Boeke recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$3,676,678.60. Council Member Voss made a motion to approve payment of all bills presented, Council Member Burbank seconded the motion, and all members present voted aye in approval.

Second/Final Reading Proposed Ordinance 23-13: Moratorium for Sale of Cannabis Products

City Attorney Walbran requested approval of Proposed Ordinance 23-13, an interim ordinance 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. Council approved the first reading of this proposed ordinance during the August 2, 2023 meeting and there have been no changes since. Council Member Voss made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote, voting aye were Council Members Voss, Burbank, Boeke, and Raney; voting no was Council Member Dotson, and the motion carried. This ordinance will be in effect upon publication and will be known as Ordinance 1653.

Second/Final Reading Proposed Ordinance 23-14: Prohibit Use of Cannabis Products in Public Places

City Attorney Walbran requested approval of Proposed Ordinance 23-14 to prohibit use of cannabis products in public places. Council approved the first reading of this proposed ordinance during the August 2, 2023 meeting and the amended the list of public places to include, but not limited to, public parks, county fairgrounds, ballparks, trails, streets, or rights-of-way, alleys, sidewalks, boulevards, school property, parking lots, beach, pier, golf courses, Owatonna Public Library, the West Hills, Owatonna Public Utilities facilities, United States Post Office, and any other developed or undeveloped city owned property. Council Member Burbank made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Voss, Burbank, Boeke, and Raney; voting no was Council Member Dotson, and the motion carried. This ordinance will be in effect upon publication and will be known as Ordinance 1652.

First Reading Proposed Ordinance 23-15: RZ-4 and Minor PUD at 130 Front Street

Community Development Director Klecker presented the first reading of Proposed Ordinance 23-15 for Application No. RZ-4, received from John Schulte of Jones, Haugh, Smith, on behalf of Matt Olson. This is a request to rezone property at 130 Front Street E from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue. The building has been vacant for 3-4 years, this ordinance changes the zoning and allows the warehouse space to be useable. The Planning Commission held a public hearing on this request and recommend approval. Council Member Dotson made a

motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Voss, Burbank, Boeke, Dotson and Raney; no nay votes; and the motion carried. The second/final reading of this proposed ordinance will be heard during the September 5, 2023 Council Meeting.

Resolution 72-23: CUP-7 – 1220 Carpenter Place NE

Community Development Director Klecker presented Resolution 72-23 for approval. Greg Pirkel to construct a 37'-4" x 40' (1,493 square foot) detached garage at 1220 Carpenter Place NE. Two lots will be combined to construct the detached garage on the vacant lot, the parcel will be 0.69 acres when combined and City Code does allow a 1,500 square foot garage through the conditional use permit process. There is an overflow water way on the property which the property owner will be required to maintain. The Planning Commission held a public hearing on this request and recommend approval with the following conditions.

- 1) Both lots shall be combined prior to a building permit being issued.
- 2) The sewer and water services shall be used or removed at the main.
- 3) The accessory structures shall not be used for commercial purposes.
- 4) All grading, building, and utility permits shall be issued for the garage prior to commencing construction.

Council Member Dotson a motion for approval as recommended by the Planning Commission, Council Member Burbank seconded the motion, all members present voted aye in approval.

Resolution 73-23: VAR-5 and CUP-8 Kortz Multi Family Conversion – 331 Vine Street E

Community Development Director Klecker requested approval of Resolution 73-23, Application VAR-5 and CUP-8 received from Tyler Kortz of MidWest Invest, LLC for the property at 331 Vine Street E. This is a request for a lot size variance for property at 331 Vine Street East. This is a 12,623 square foot lot and Code requires 13,000 square feet as the minimum lot size for a single-family converted to a multi-family in the R-3, Single- and Two-Family Residential District and a request for a conditional use permit to allow the conversion of a single-family dwelling to a 3-unit multi-family dwelling in the R-3, Single- and Two-family Residential District. This property was previously used as a multi-family dwelling and last licensed in 2012. The Planning Commission held a public hearing on this request and recommend approval the following conditions:

- 1) The applicant shall keep and maintain the Rental Registration on the property.
- 2) All inspections shall be completed, and all repairs made as required.

Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members present voted aye in approval.

Resolution 74-23: Set Date of Public Hearing for Tax Increment Financing District 3-17 – FoamCraft

Community Development Director Klecker requested a Public Hearing be set on Tuesday, September 19, 2023 to consider modification to Development District #3 and establishment of Tax Increment Financing (TIF) District 3-17. The City received a request for financial assistance from FoamCraft Packaging, Inc. for the construction of an approximately 15,625 square foot expansion to an existing 30,625 square foot building to provide additional space for warehousing and distribution. The site for the Project is located on a single parcel at 400 Alexander Drive SW. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

Lease Agreement – Minnesota State Public School Orphanage Museum, Inc. – Steele County Historical Society

City Attorney Walbran commented the museum, located within City Hall and Cottage No. 11 at the West Hills is owned by the City. In 2021, the Museum's Board and the Steele County Historical Society Board jointly agreed that it was in the best interest of the Museum for the SCHS to assume the ownership of the Museum and the responsibility to preserve, maintain, and improve the Museum for future generations. This agreement will memorialize the mutual understanding of the terms and conditions for the continuation of the Museum at West Hills. This is a three-year agreement which expires July 31, 2026. During the term of the agreement, no cash rent shall be required, the Steele County History Center will offer the City three free room rentals at the SCHS History Center. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members present voted aye in approval.

Road Maintenance Agreement – Owatonna Township

Community Development Director Klecker requested approval of the Road Maintenance Agreement with Owatonna Township. As the City annexes property under the terms of our annexation agreement with Owatonna Township, it leaves roadways that are partially within the city limits and partially within Owatonna Township. We haven't any formal agreement on how to handle these situations, each jurisdiction has generally maintained the assigned roadways but there have been questions and discussions about certain situations regarding maintenance. This agreement will clarify responsibilities and expenses to maintain the roadways will be split equally. Owatonna Township approved this agreement at their meeting on August 9th. Council Member Burbank made motion to approve this agreement, Council Member Dotson seconded the motion, all members present voted aye in approval.

STAFF REPORTS

Community Development Director Klecker commented there is a lot of construction happening and provided brief updates of projects in progress.

Communications Manager Sheely commented she and Council President Schutlz have been involved in the new community-wide brand and hope to share at the end of September. The City's weekly e-newsletter will be sent out tomorrow and she encouraged everyone to sign up to receive copy. Beginning to plan a ribbon cutting event for the renovated chambers in October. Rubin Seifert, GIS Analyst, is featured in the latest City Spot video with information about using the SeeClickFix app.

PUBLIC COMMENTS

Matt Sennott, 2519 Stony Creek Drive, commented he has lived in Owatonna for ten years and is very active within the community. Safety and protection of my kids and youth within the community is important. The proposed East Side Corridor Project shows this road will be parallel to our home and 140 other homes in our neighborhood. This will become a superhighway between Dane Road and Rose Street in our backyards so it's hard to not get emotional. We have waiting for an upgrade to our neighborhood with a road but not a highway and truck route.

COUNCIL COMMENT AND GENERAL INFORMATION

Council Member Dotson commented he hopes everyone gets a chance to enjoy the fair.

Council Member Burbank also encouraged everyone to attend the SCFF.

Mayor Kuntz commented he received a letter from the League of Minnesota Cities recognizing Senator John Jasinski, as a LMC Legislator of Distinction during the 2023 Legislative Session. One LMC Legislative Priority during this session was development of a small city assessment account which will benefit more than 700 cities with populations of less than 5,000 residents.

Council Vice President Raney thanked IT System Administrator Sticken for assisting during the Council Meetings. He then reminded everyone school is about to begin and asked everyone to slow down as many children will be walking, riding bikes and driving to school.

ADJOURN

At 7:38 p.m., Council Member Boeke made a motion to adjourn, Council Member Voss seconded the motion, with no objection heard the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

**EDA
Minutes
July 19, 2023**

The Owatonna Economic Development Authority met in regular session at 4:00 PM in the second floor conference room at the City Administration Building with President Raney presiding. Commissioners present: Andrew Cowell, Corey Mensink, Tom Peterson, Kevin Raney and Doug Voss. Commissioners Dan Boeke and Brenda DeVinny were absent. Also present were Troy Klecker, Bill Owens, Brad Meier, Lisa Cochran, Glenda Smith, Dave Beaver, and Kristen Kopp.

Approval of Minutes. Commissioner Voss moved approval of the minutes of the May 17, 2023 meeting with second by Commissioner Mensink. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for June. He said they're halfway through the year. They're working on the budget for next year. He said they're proposing a \$5,000 increase on the EDA levy that affects property taxes. Raney asked about lodging tax, as that's down a lot. Klecker said we always track a little bit behind what's budgeted as they don't always come in on time and we're about a month or two behind. Glenda said that his numbers are smaller than hers. She said she gets them on a quarterly basis. Klecker said they might be a bit behind. There are differences every year, but nothing drastic.

Loan Report. Bill Owens presented the Loan Report for June. Owens said they're all paid as agreed. He said that the new loans will be shown on here in the next few months. Cowell asked if Wagner's is current. Owens said that is correct. Klecker said that Wagner's is back on track. Raney asked if the ownership group has changed above The Blast and how that affects the loan. Klecker said he has not heard or made contact with them recently, but heard that they are working on it again. He said they've reimbursed for the exterior work, which has been done, but have not reimbursed for the interior work. Mensink asked how much we've dispersed so far, and if there is new ownership, would that be due back to us? Klecker said we've distributed \$10,899. Klecker said that their agreement is with the property owner, so it wouldn't matter if there was a new tenant.

OACCT Report. Chamber Director Brad Meier presented the OACCT Report for June. He said that Learn to Earn Initiative went through legislature. That will be good for the new high school and Riverland. They had two talent summit meetings. This will help align the high school programs to Riverland's. Christy Tryhus is taking a different role in Riverland—she won't be the dean, but will be teaching classes. He said they want to keep the momentum they have going. He said the buildings for the riverfront project are coming down. There have been a couple of groundbreakings recently and the OPED Group visited Josten's in the last month. They've embraced work-from-home, so the buildings won't get a lot of use. They use it as a data center, so they still have ties to it, but they are interested in selling the armory. Keen Bank is taking the spot over by Cash Wise. There have been a lot of conversations with an individual on Motel 6.

MainStreet Report. MainStreet Director Lisa Cochran presented the quarterly MainStreet Report. Raney said that it was a great Thursday event. Lisa said Monson Eye Care Center is complete and is a beautiful building. There is still a space available to lease. A lot of events are happening. Downtown Thursday was great—the weather was great, the vendors showed up, people showed up. She got a lot of positive feedback as well as many calls from vendors that want to come in the future. She said that food vendors are very impressed with the electrical outlets along the new Streetscape. Cowell said Downtown Thursday is an excellent event. He asked if they could get more garbage receptacles down there. Raney said that they have spoken with City Administrator Kris Busse and Senior Director of Parks and Recreation Jenna Tuma about that. Lisa said they've spoken with Skjeveland about bringing extra garbage cans to set next to the receptacles. It's a good problem to have, but it doesn't look very nice. Raney asked if she had heard anything from the brick-and-mortar restaurants. Lisa said that she did not and that they were also busy. There were lines everywhere and several vendors ran out of food. Raney said he used to ask if we need to stop it at the 200 block, but that's not the case anymore. There's a lot of activity on the 300 block. Klecker asked if there was an estimate of how many people attended. Lisa said they estimate attendance to be around 4,000 people. Cotton Candy Guy said this was better than a day at the fair. She said all the problems were good problems.

Tourism Report. Tourism Director Glenda Smith presented the quarterly Tourism Report. She gave an update on the branding. They had almost 2,000 surveys submitted. They're back to meeting with North Star on a regular basis. They'll see another version of the logo on Monday. The Governor's Pheasant Opener is just around the corner. The media tour includes the high school and a tour of downtown, History Center, and West Hills. They're also including an educational aspect as one of the tours over at the McKinley nature area. It's a fun way to move the media around the community. They're starting to do more publicity through radio and social media. Marketing was guided by the Explore MN Tourism Grant. They were awarded a \$20,000 matching grant that had to be completed by June 30. Reconciliation of it is due August 15. The second grant is not a matching grant—\$10,000 is the maximum amount they can request for that. They received a check in June that showed tax revenue through a part of May. If you look at January through April, you can see it's ahead of what we had last year. Looking at hotel occupancy, June was at 62%, which was much higher than May and higher than last year. She continues to get feedback on the KSTP interview. They awarded the local tourism award to Scott Kozelka. The Jefferson Highway Association Group was here June 8. They really advocate for community tourism and they had people from Canada all the way to Louisiana. Spring events had a great turnout. Two new events include a St. Patrick's event at MSB and Run for Beer Series hosted by Foremost. Both breweries were a stop on a Southern Minnesota Brewery Circuit hosted by Get Knit Events out of the Cities. Raney said that Council has approved a permit for Oktoberfest.

OPED Report. Community Development Director Troy Klecker provided the OPED Report. Their main focus is Motel 6, and getting that back up and going. They're working with a potential buyer. The potential buyer had a big request from the City that they can't justify. Either the buyer will do it without that assistance or they will not buy it and it will go to a different buyer. They continue to work on that. OPED toured the new high school today. That will be a big economic driver for us. There is much more capacity to have events and sports activities that

will bring people to Owatonna. Plus, it will draw families here. It's exciting to see. There will be an open house on September 23.

OABDC Report. Bill Owens presented the OABDC Report for June. He explained that consulting hours can't be reported in June, so they will be reported in July. There are 15 ½ hours for July already. Manufacturing occupancy is status quo and office space is completely filled up.

Airport Report. Airport Manager Dave Beaver presented the quarterly Airport Report. He said it's a weird time of year administratively. July starts the 2024 fiscal year for the State. Activity has been very good. There has been a lot of flight instruction with Accelerated Aircraft. There are 15 instructors. They purchased two aircraft in the last thirty days. They started three new students just last Monday. They are staying at VRBOs and Comfort Inn. They did about 250 pilot ratings last year and will be over 300 this year. It's good to see. The security fence project goes out to bid this week. The FAA is asking for more security. They're also doing some roof repairs. The Fly In Breakfast is on August 27. It's put on by the Civil Air Patrol. He said he's gotten some inquiries about turbine aircraft. Hangar demand and occupancy are high right now.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for June. He said Cemstone has a goal to start making cement at their new plant after Labor Day. That will free up the current site, which will eventually come down. That's the first phase. They're constructing another building next year. Peterson asked when the site will become available. Klecker said that they have two more years to move. The Monson Eye Clinic is open and is a very nice facility. They love it. They have a space available next door and are actively looking for a renter. Police and the Fire Department will do some training in the old building before it's demolished. They're at the point where they need to push Oscar and Tammy regarding the former Bubba's. He needs to sit down and discuss it with them. There are steps the City can take because they have a development agreement. They were give a little grace period as he had to move out of his office because of the riverfront project. He will officially take the hotel project off the list when Roma's opens. There are people interested in 117 Bridge Street West and staff is still showing it quite a bit. At the last EDA meeting, they talked about contacting business owners neighboring 148 Main Street West. Klecker has talked to Al Martin. He's interested and putting numbers together. He'll also contact Sisters Salon. There is some available space on the second floor of 202 Bridge Street West. CDI has windows going in. Peterson said the windows are going in and the parking lot is being paved. They're planning to be in the building at the end of October. The contractor is doing an excellent job, and the employees are really excited. Klecker asked if he has a decision on their current facility. Peterson said no – there are some options. Walls are going up on Kamp Automation. Riverfront has started demolition. The Smersh house will be last. There is a groundbreaking for the project on Monday, August 14. It will be a lengthy project, and they're shooting for a fall 2024 completion date. Scooter's Coffee is trying to acquire the adjacent tower property. It makes sense for them to acquire it, but it might push the project back to later this year or into next year. The house at 126 Fremont Street East was purchased and a redevelopment project is being sought. Klecker said he's talking with Alexander Lumber and Tim's Repair. Raney said he agrees with 224 N Cedar. If we choose to continue, he wants specific timelines. It's a very important corner. He asked if we are getting enough opportunities on the 117 Broadway Street West building that we'll have someone putting an offer in, or do we need to put some more money into it to sell it? Klecker

said that the tough part is we don't know what it will be. He said he doesn't know if it makes it more saleable. We've done the things that will need to be done regardless. We have tax credits approved and that's a huge cost savings on the project. We're offering TIF on it. The purchaser would have to be someone who sees a vision for it all. He said it's probably closer to \$1.5 to 2 Million to fix it up. Raney asked about Saia freight. Klecker said they've recently renewed interest in construction. They're a big company. We have plans in. Crop was planted on it in the summer.

Old Business. Klecker said that they had that discussion on 151 W Bridge. He said the property owners is in agreement on selling and there is a Phase 1 environmental being done now. Once we get that, we will have a better understanding of the situation there and he will bring that back to the EDA.

Schedule Next Meeting. The Commissioners said that they'd like to change it to August 23, 2023 because the 16th is the Wednesday of the fair. The next EDA meeting is scheduled for **August 23, 2023** at 4:00 PM in the 2nd Floor Conference Room at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner Cowell and seconded by Commissioner Peterson to adjourn the meeting at 5:14 pm. All Commissioners voting Aye, the motion passed.



Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 9, 2023 to August 30, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	Vacant lot 17-504-0103 with long grass and weeds. See attached picture 8113 of the complaint vacant lot as of 8/24/23. RJS No change in the complaint location vacant lot as of 8/29/23. RJS	8/24/2023				Need to send violation notice	0.5
El Dorado Street Southeast	Vacant lots have been cut.	8/17/2023			8/17/2023		0.5
Evergreen Place Northeast	Vacant lots 17-579-0115 and 17-579-0117 with long grass and weeds. See attached picture 8072 of lot 17-579-0115 as of 8/21/23 and picture 8073 of lot 17-579-0117 as of 8/21/23. RJS No change to the vacant lots status as of 8/23/23, 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS	8/21/2023	8/23/2023	9/8/2023			0.5
Mineral Springs Parkway Northeast	Vacant lot 17-498-0207 with long grass and weeds. See attached picture 8107 of the complaint vacant lot as of 8/23/23. RJS No change to the complaint vacant lot status as of 8/29/23. RJS	8/23/2023	8/29/2023	9/12/2023			0.5
Mossy Creek Drive Northeast	Vacant lot 17-573-0217 with long grass and weeds. See attached picture 8089 of the complaint vacant lot as of 8/22/23. RJS No change to the complaint vacant lot status as of 8/25/23, 8/28/23, 8/29/23. RJS	8/22/2023	8/25/2023	9/8/2023			0.5
Wildflower Drive Northeast	Vacant lots 17-498-0212 and 17-498-0213 with long grass and weeds. See picture 8105 of vacant lot 17-498-0212 as of 8/23/23. See the second picture 8106 of vacant lot 17-498-0213 as of 8/23/23. RJS No change to the complaint vacant lots as of 8/29/23. RJS	8/23/2023		9/12/2023			0.5
1027 Elm Avenue South	Complaint: Junk and garbage in yard. Complainant lives at 1031 S Elm - he had complaints about numerous properties - check the other houses on this block for long grass and garbage. See attached picture 8110 of the complaint location as of 8/23/23. RJS No change in the complaint location status as of 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS 8/24/23 - Notified OPD of the truck parked in yard. 9609 Truck is now parked in the driveway as of 8/28/23. RJS	8/23/2023	8/25/2023	9/8/2023			0.5
114 Rice Street West	Complaint: Tenants cut a tree down and it's laying in the front yard. Saplings are growing from it. Complainant's picture has been uploaded. See attached picture 8083 as of 8/21/23. No change in the complaint location status as of 8/22/23. RJS	8/15/2023	8/16/2023	8/29/2023	8/23/2023	The complaint location removed all of the tree branches as of 8/23/23 per picture 8097 of the front yard. RJS	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 9, 2023 to August 30, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
120 Chambers Avenue South	Check if tall weeds and thistles in alley have been cut. Complaint: Alleyway with tall weeds and thistles. 9628 inspected - weeds have not been cut. Contacted mower on 8/15/23.	8/14/2023		8/15/2023	8/21/2023	The complaint location tall weeds and thistles in the alley way have been cut as of 8/21/23. RJS	1
127 17 Street Northeast	Reinspect - check if washing machine has been removed from boulevard.	8/17/2023			8/17/2023	Has been removed.	0.5
157 South Street East	Complaint: tall weeds on boulevard. Pictures taken on 8/18/23. Additional picture taken on 8/21/23 (8078) No change to the complaint location status as of 8/21/23, 8/22/23, 8/23/23, 8/24/23, 8/25/23. RJS	8/18/2023	8/21/2023	9/1/2023	8/28/2023	The complaint location with tall weeds on the blvd has been cut as of 8/28/23. RJS	1
1736 St Paul Road Northeast	Complaint: Tall weeds growing between 1726 and 1736 neighbors fences. See attached pictures 8117, 8118 of the complaint location as of 8/25/23. This is an ongoing issue between location's 1726 and 1736 about fences as to who should be cutting long grass. RJS	8/25/2023				Closing complaint location due to the grass being cut in the front yards between the two neighbors' fences. RJS	0.5
204 Fremont Street East	Long grass/weeds in front, back, sides, and around house. See attached picture 8068 of the complaint location as of 8/21/23. RJS No change in the complaint location status as of 8/23/23, 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS	8/21/2023	8/25/2023	9/5/2023			0.5
205 21 Street Northwest	Has been mowed.	8/14/2023			8/14/2023	Has been mowed	0.5
209 University Street East	Tall weeds in back alley. See attached picture 8082 of the back alley by the garage as of 8/21/23.	8/21/2023			8/21/2023	Have been cut.	0.5
215 21 Street Northwest	Has been mowed.	8/14/2023			8/14/2023	Has been mowed	0.5
215 Elm Avenue North	Long grass & weeds in all yards. See attached pictures 8100 and 8101 of the complaint location as of 8/23/23. RJS The complaint location with long grass and weeds has been mowed as of 8/25/23. RJS	8/23/2023			8/25/2023	Has been mowed.	0.5
215 University Street East	Complaint: Tall shrubs along fence (between 209 and 215) line are hanging over onto complainant's property.	8/16/2023				8/17/23 - Shrubs are hanging over chain link fence. Checked ordinances and did not find any that applied to this situation (similar to trees) - this is a civil matter that the neighbors need to handle on their own. 9609	0.5
216 Phelps Street East	Backyard has not been cut see additional picture 8076 dated 8/21/23. See attached picture 8109 of the complaint location as of 8/23/23 from the alleyway. RJS No change to the complaint location status as of 8/24/23, 8/25/23. RJS	8/22/2023	8/23/2023	9/3/2023	8/28/2023	The complaint location backyard has been cut as of 8/28/23. RJS	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 9, 2023 to August 30, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
218 Rose Street East	Junk behind house. See attached pictures 8084 and 8085 as of 8/21/23. RJS No change in the complaint location status as of 8/22/23, 8/23/23, 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS	8/16/2023	8/17/2023	8/31/2023			0.5
218 Rose Street East	Reinspect - check if tires have been cleaned up in alley.	8/16/2023			8/16/2023	8/16-Tires have been removed.	0.5
221 Beech Avenue	Reinspect - check if yard has been mowed. 8/16 - Yard has not been mowed. Contacted mower. 9609	8/16/2023	8/6/2023	8/16/2023	8/21/2023	The complaint location yards have been mowed and cut as of 8/21/23. RJS	0.5
2215 Condor Place	Complaint: Junk, appliances, construction debris, trash in back yard and next to garage. Complainant's pictures have been uploaded. See attached picture 8119, 8120, 8121, 8122, 8123 of the complaint location as of 8/25/23. RJS No change to the complaint location status as of 8/28/23, 8/29/23. RJS	8/25/2023	8/29/2023	9/12/2023			0.5
233 Fremont Street East	Has been mowed.	8/14/2023			8/14/2023	Has been mowed	0.5
236 Rose Street East	Complaint: Tall grass in all yards and around the house, garage in the alley way as of 8/25/23. See attached picture 8115 of the complaint location as of 8/25/23. RJS. No change to the complaint location status as of 8/28/23, 8/29/23. RJS	8/25/2023	8/29/2023	9/9/2023			0.5
251 Fremont Street East	Has been mowed.	8/14/2023			8/14/2023	Has been mowed.	0.5
252 Locust Avenue	The complaint location has removed the pile of junk behind the car garage as of 8/28/23. RJS	8/28/2023			8/28/2023	Has been removed.	0.5
252 Pearl Street East	Long grass/weeds in front, back, sides, and around house. See attached picture 8103 and 8104 of the complaint location as of 8/23/23. RJS The complaint location has mowed the long grass and weeds in all yards as of 8/23/23. RJS	8/23/2023			8/28/2023	Has been mowed.	1
2595 Stony Creek Drive	Vacant lot 17-594-0212 with long grass and weeds. See attached picture 8090 of the complaint vacant lot as of 8/22/23. RJS No change to the complaint vacant lot status as of 8/25/23. RJS	8/22/2023	8/25/2023	9/8/2023	8/28/2023	The complaint vacant lot with long grass and weeds has been cut as of 8/28/23. RJS	1
303 State Avenue	Has not been mowed. Contacted mowers on 8/15/23. 9609	8/14/2023	8/4/2023	8/14/2023	8/21/2023	The complaint location has been mowed and cut in all yards as of 8/21/23. RJS	0.5
337 State Avenue	Long grass in all yards and around the house and garage as of 8/22/23. See attached picture 8094 of the complaint location as of 8/22/23. RJS No change to the complaint location status as of 8/23/23, 8/24/23. RJS	8/22/2023	8/23/2023	9/3/2023	8/25/2023	The complaint location has mowed the long grass in all yards and around the house and garage as of 8/25/23. RJS	1
404 Dartt Avenue	Long grass in all yards, especially along Rose. See attached pictures 8092 and 8093 of the complaint location as of 8/22/23. RJS No change in the complaint location status as of 8/23/23, 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS	8/22/2023	8/23/2023	9/3/2023			0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 9, 2023 to August 30, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
415 Elm Avenue North	Sectional brown living room chair (on blvd) & desk chair (alley). No change in the complaint location status as of 8/22/23, 8/23/23. See attached picture 8086 as of 8/22/23	8/22/2023	8/23/2023	9/6/2023	8/24/2023	The complaint brown living room chair on the blvd area has been removed as of 8/24/23. RJS	0.5
415 Kriesel Place Northeast	Reinspect - check if refrigerator has been removed from driveway.	8/16/2023			8/16/2023	8/16/23 - Has been removed.	0.5
445 Larch Avenue	Long grass/weeds in front, back, sides, and around house. See attached picture 8116 of the complaint location as of 8/25/23. RJS No change to the complaint location status as of 8/29/23. RJS	8/25/2023	8/29/2023	9/9/2023			0.5
460 Hilltop Avenue	Complaint: Appliances - Dishwasher on blvd.	8/16/2023	8/17/2023	8/27/2023	8/21/2023	The dishwasher on the blvd area has been removed as of 8/21/23	1
504 Broadway Street East	Long grass and weeds in all yards and around garage. See complaint location pictures 8111 and 8112 as of 8/24/23. RJS	8/24/2023			8/28/2023	Has been mowed.	1
505 State Avenue	Long grass in all yards, especially along Sylvan Street. See attached pictures 8095 and 8096 of the complaint location as of 8/22/23. RJS No change in the complaint location status as of 8/23/23, 8/24/23, 8/25/23. RJS	8/22/2023	8/23/2023	9/3/2023			0.5
505 State Avenue	The complaint location with long grass in all yards and along Sylvan Street has been mowed as of 8/28/23. RJS	8/28/2023			8/28/2023	Has been mowed	0.5
513 Oak Avenue North	Complaint: Tall weeds by sidewalk.	8/22/2023				No violations found at the time of the inspection 8/22/23.	0.5
710 El Dorado Street Southeast	Vacant lot has been cut.	8/17/2023			8/17/2023	Has been cut.	0.5
713 Cherry Street	Misc items in the front blvd area and the front of the garage. See attached picture 8074 of the complaint location as of 8/21/23. RJS No change to the complaint location status as of 8/23/23, 8/24/23, 8/25/23 RJS	8/21/2023	8/25/2023	9/8/2023			0.5
714 School Street East	The backyard has been somewhat mowed as of 8/22/23. RJS Need to setup another violation notice as of 8/22/23. RJS Additional picture 8102 taken of the backyard of the complaint location as of 8/23/23. Need to review picture with 9609 to see if this will close complaint location as of 8/24/23. RJS	8/22/2023			8/24/2023	8/24/23 - Ok at this time. Closing complaint. 9609	1
725 Escalade Lane Southeast	Vacant lot has been cut.	8/17/2023			8/17/2023	Has been cut.	0.5
725 Mineral Springs Road Northeast	Living room tan couch on the front yard of the garage area.	8/21/2023			8/22/2023	The complaint location couch has been removed as of 8/22/23.	1
725 Vine Street East	Complaint: Mattress next to house with junk on it; dresser, mattress, table and other miscellaneous items by dumpster. Complainant's pictures have been uploaded. See attached pictures 8087 and 8088 of the complaint location as of 8/22/23. RJS No change to the complaint location status as of 8/23/23, 8/24/23, 8/25/23. RJS	8/22/2023	8/23/2023	9/8/2023	8/28/2023	The complaint items at the location have been removed as of 8/28/23. RJS	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 9, 2023 to August 30, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
810 Minnesota Avenue	Tall grass and weeds on the south side of the garage area. See attached picture 8091 of the complaint location as of 8/22/23. RJS No change to the complaint location status as of 8/29/23. RJS	8/22/2023	8/29/2023	9/9/2023			0.5
818 Grove Avenue South	3 mattresses on the front blvd and a child's play pool. See attached picture 8114 of the complaint location as of 8/25/23. RJS No change in the complaint location status as of 8/29/23. RJS	8/25/2023	8/29/2023	9/9/2023			0.5
831 Vine Street East	Weeds in front and driveway have not been cut.	8/14/2023	8/16/2023	8/26/2023	8/21/2023	The complaint location with long weeds has been cut and mowed as of 8/21/23. RJS	0.5
883 Escalade Lane Southeast	Reinspect - check if empty lots on Escalade Lane and El Dorado St have been cut.	8/17/2023		8/16/2023	8/17/2023	Has been cut.	0.5
909 & 917 Cedar Avenue South	Complaint: Tall grass on the boulevard and in the parking lot - north of Mayo Ambulance. See attached pictures 8098 and 8099 of the complaint location as of 8/23/23. No change in the complaint location vacant lots as of 8/24/23, 8/25/23, 8/28/23, 8/29/23. RJS 8/28/23-contacted city staff to mow. 9609	8/23/2023		9/8/2023	8/30/2023	Has been cut.	0.5
916 Grove Avenue South	8/18/23 - 9628 inspected. Junk has been removed, yard needs to be mowed. Sent violation notice 8/21/23. Reinspect - check if junk has been picked up. Have permission to go on 922 S Grove's yard to inspect. See attached pictures 8079, 8080, and 8081 of the complaint location as of 8/21/23. Complaint: Pile of junk by back door and garage. Yard needs to be mowed. The complaint location has been mowing and cutting the grass and weeds as needed to keep them below 8'. Garage is falling apart. Roof of house has tarps on it. The house roof has been replaced with a new steel. Will be close this complaint location as of 8/21/23. RJS	8/18/2023	8/21/2023	9/1/2023	8/18/2023	All violations at this property have been corrected.	1



Licenses - Permits



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Tree Trimmer's Permit - Albert Lea & Austin Tree Service

Purpose:

Request Council approval of application received from Matt Brand for a Tree Trimmer's License for his company, Albert Lea & Austin Tree Service.

Background:

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

Application, fee payment, and Certificate of Insurance were received for this license application.

The City's Trimmer License expires on March 31st each year.

Budget Impact:

The annual fee for a Tree Trimmer's Permit is \$50.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None

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: EXCHANGE CLUB OF OWATONNA, MINNESOTA Previous Gambling Permit Number: X-X-93483-22-009
 Minnesota Tax ID Number, if any: 23-7084374 Federal Employer ID Number (FEIN), if any: Nat.Exchange Club 34-4312210
 Mailing Address: P O BOX 13
 City: OWATONNA State: MN Zip: 55060 County: STEELE
 Name of Chief Executive Officer (CEO): Dallas R. Ketchum
 CEO Daytime Phone: 507-390-5214 CEO Email: dallask@smig.net
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 141 East Rose Street

Check one:

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

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

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

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

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

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:

Janette Clauson

Title: Admin Coordinator

Date: 8/15/2023

**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: Dallas R. Ketchum Date: 8/15/2023

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

Print Name: Dallas R. Ketchum

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer



Event Permits

EP-23-49**Events Permit Application****Status:** Active**Date Created:** Aug 14, 2023

Applicant

Deacon Kristine Oppegard
kriso@tlcowatonna.org
Trinity Lutheran Church
609 Lincoln Ave.
Owatonna, MN 55060
15074514520

Event Information**Event Contact**

Deacon Kris Oppegard

Location of Event

Trinity Lutheran Church

Description of Event

Trunk or Treat community-wide family event

Event Set Up Date

10/26/2023

Event Set Up Time

4:30pm

Actual Event Date

10/26/2023

Actual Event Time

6:00pm

Clean Up Date

10/26/2023

Clean Up Time

7:30pm

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

Canceled

Estimated Attendance

800

Is this event a dance?

No

Application Information**Sponsoring Organization Name**

Trinity Lutheran Church

Mailing Address

609 Lincoln Ave

City

Owatonna

Zip

55060

Primary Contact**Phone Number**

5074514520

Email Address

kriso@tlcowatonna.org

Cell Phone

5073631401

Cell Phone

5074565217

Phone

5073631401

State

Minnesota

Website Address

tlcowatonna.org

Name

Deacon Kristine Oppegard

Cell Phone

15073631401

Primary On-site Contact**Name**

Deacon Kristine Oppegard

Alternate On-site Contact**Name**

Laura Jensen

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

Deacon Kristine Oppegard

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

No

City Sidewalks or Trails

No

Parks

No

Will there be any inflatables?

No

Will there be entertainment?

No

Sound amplified after 10:00 p.m. will require an Exception to the City's Noise Ordinance. There is a

Alleys

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

Will sound amplification be used?

No

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

No

\$150 fee for an Exception to the City's Noise Ordinance which must be paid with this Event Application

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

Will merchandise/food items be sold?

No

Will food be prepared on site?

No

Will alcohol be sold?

No

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

Is this a request for a temporary permit?

No

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

None needed

Describe level of advertisement

Social media

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?

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

The church custodial staff will remove trash and cleanup after 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

Cones will be placed and volunteers will be used to show people where to park and walk through the 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?

The event will be cancelled if severe weather will arise. Or, if the severe weather happens during the event, people will be ushered - quickly - into the church basement.

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

Name

Deacon Kristine Oppegard

Phone Number

5073631401

Email

kriso@tlcowatonna.org

List any other pertinent information

n/a

CITY SERVICES - Afer 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*

Signature of Applicant

Kristine R Oppegard
08/14/2023

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.

Internal Use

Special Provisions

- Event in church parking lot, ask to use 36 large cones.

Fire Department Approval / Comments / Notes

- Approved, no impact.

Park & Rec. Department Approval / Comments / Notes

- Approved, no impact.

Police Department Approval / Comments / Notes

- Approved, no impact.

Public Works Department Approval / Comments / Notes

- Approved, call 507-456-5028 two days prior to event to arrange pickup of the cones.

Building & Inspection

- Approved, no impact.

Date to Council

- September 5, 2023 w/b a Council Consent Agenda Item

Council Notes

--

Items Needed

- 36 large cones to create traffic path within the church parking lot.
-

Attachments

-  Trunk or Treat Event Layout.pdf
Uploaded by Deacon Kristine Oppegard on Aug 14, 2023 at 8:57 pm
-
-
-
-

1:44

Trinity Trunk or Treat

Weds; Oct. 25, 2023 6-7:30pm



Lincoln Ave



E University St

Trinity
Lutheran Church

WW

Parking

Parking

Phelps St

Entrance:
walking
route for
event



Parking

Parking

Exit
for
event



Cars/trunks HERE

Cars/trunks HERE



EP-23-50

Events Permit Application

Status: Active

Submitted On: 8/28/2023

Primary Location

Steele County Fair Grounds

Applicant

 Joel Holst

 507-213-9950

 y3k65@hotmail.com

 1137 South Cedar Avenue
Owatonna, MN 55060

Event Information

Event Contact*

Relay for Life 5k and Relay for Life

Location of Event*

Steele County Fair Grounds

Description of Event* 

Relay for life is the American cancer society signature event to raise money for cancer research

Relay for Life & 5k Run

Saturday, Sept 23rd from 8 am - 10 pm at the Steele County Fairgrounds

5k Run from 7:30 am - 10:30 am.

Set up begins at 7:00 am and the area should be cleared by 10 pm.

Rescheduled to Sunday, September 24th if severe weather is predicted.

Ask to block S Elm Ave from the Four Seasons Building to 18th Street SE for the run will also need traffic assistance to block main intersections during the run as in previous years, the route of the run is attached.

Event Set Up Date

09/23/2023

Event Set Up Time* 

7am

Actual Event Date*

09/23/2023

Actual Event Time* 

8am to 10 pm

Clean Up Date*

09/23/2023

Clean Up Time 

10pm

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

Postponed

Reschedule Date

09/24/2023

Estimated Attendance* ?

200

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Relay For Life

Mailing Address*

1137 S Cedar Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.steelecountyrelay.org

Primary Contact

Name*

joel holst

Phone Number*

5072139950

Cell Phone

5072139950

Email Address*

y3k65@hotmail.com

Primary On-site Contact

Name*

joel holst

Cell Phone*

5072139950

Alternate On-site Contact

Name*

Joel Born

Cell Phone*

507-475-4898

Refer Media or Citizen Inquiries To:

Name*

joel holst

Phone*

5072139950

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

7:30am to 10:30am

Date*

09/23/2023

Name of Requested Street(s)*

south elm ave

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

7:30am to 10:30am

Date*

09/23/2023

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

music

Will sound amplification be used?*

Yes

Type*

sound system

Hours*

8am to 10pm

Will sound be amplified after 10:00pm?*

No

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

No

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Is this a request for a temporary permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

none

Describe level of advertisement* ?

social media and radio

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Size Needed*

Small

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Stewart Sanitation

Will event need traffic control?*

Yes

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

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

will have security there

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

Describe the emergency action plan if severe weather should arise?*

event will be postpone if severe weather is prodicted ahead of time

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

Name*

joel holst

Phone Number*

5072139950

Email*

y3k65@hotmail.com

List any other pertinent information

will need to close south elm ave form 4 seasons building to 18th st SE for the 5k from 7:30am to 10:30am. do request help from police to block main intersections for the 5k route like previous years

CITY SERVICES - Afer 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*



joel holst

Aug 28, 2023

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved, no comment.

Park & Rec. Department Approval / Comments / Notes

Approved, no impact to P&R.

 Police Department Approval / Comments / Notes

Approved, Budget impact - not certain. Sergeant Petterson will contact Applicant to discuss a traffic control plan.

 Public Works Department Approval / Comments / Notes

Approved, ask applicant to contact city shop to arrange pick up of cones.

 Building & Inspection

Approved, no comment.

 Date to Council

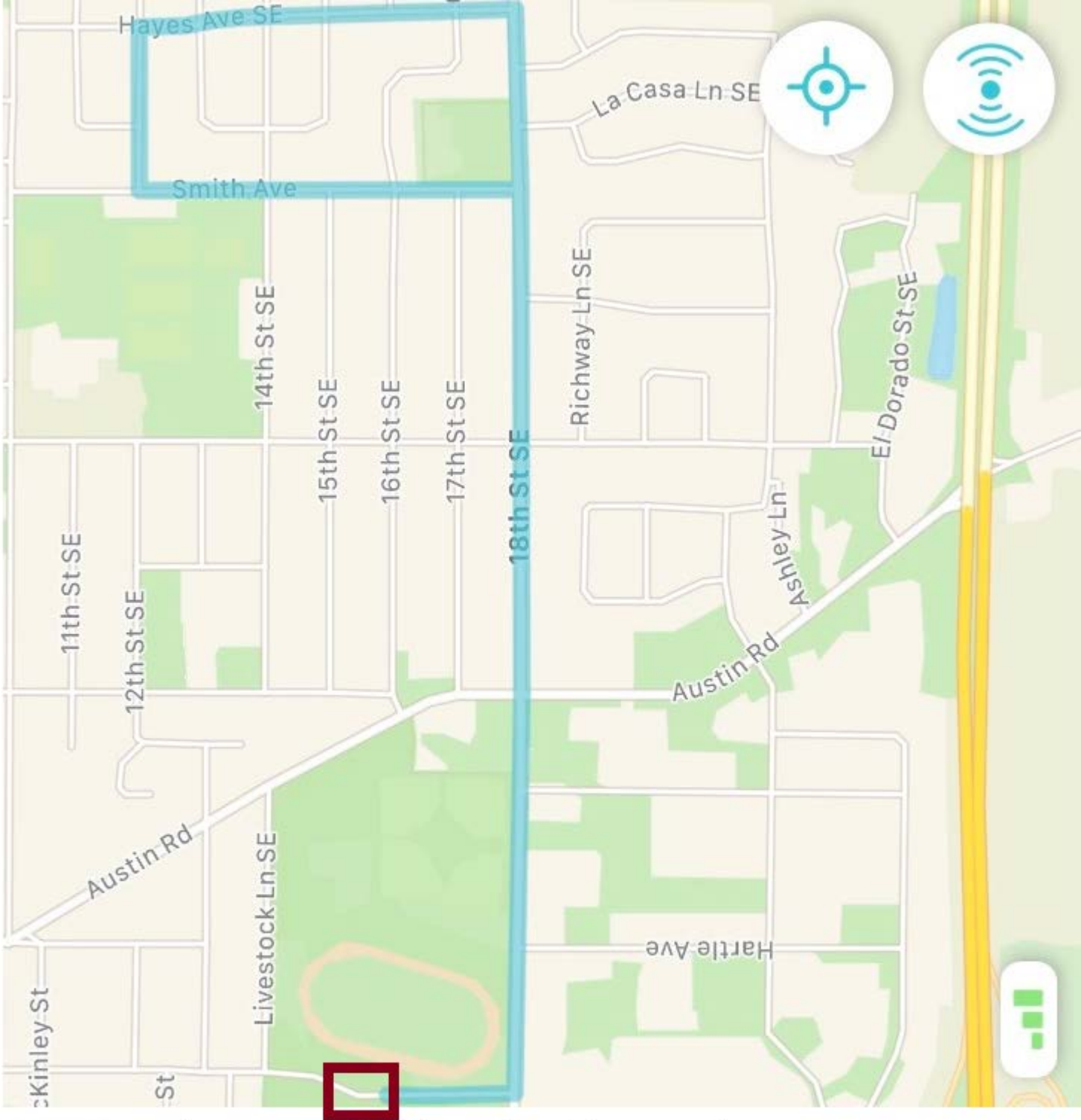
— September 5, 2023 - Consent Agenda Item.

 Council Notes

 Items Needed

Attachments

1) Site Map



— 5k Starts and ends at the fairgrounds



Miscellaneous



Parks, Trails, Recreation & Facilities Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Mary Knudson, Administrative Coordinator
Jesse Wilker
Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Quote - Asphalt Crack Repair & Crack Seal - North Straight River Parkway - Seal King

Purpose:

Accept the quote received from Seal King for asphalt crack repair and seal coat of North Straight River Parkway.

Background:

Bids were posted via ProcureNow through OpenGov. Three responses were received; FlowSeal Surface Maintenance Inc., Doctor Asphalt, and Seal King, all meeting minimum requirements with quotes ranging up to \$33,492.20.

Seal King provided the low bid of \$14,573.60.

Budget Impact:

\$14,573.60 from the Park Maintenance Operating budget.

Staff Recommendation:

Staff recommends proceeding with Seal King to complete the project.

Attachments:

1. Procurement Evaluation - NSRP - Crack seal and coat



City of Owatonna
Parks & Recreation

Jenna Tuma, Director of Parks, Recreation, Grounds & Buidlings
540 West Hills Circle, Owatonna, MN 55060

EVALUATION TABULATION

RFQ No. 2023-North Straight River Trail

Asphalt Crack Repair and Seal Coat

RESPONSE DEADLINE: August 18, 2023 at 5:00 pm

Report Generated: Tuesday, August 22, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Seal King	\$14,573.60
Doctor Asphalt	\$16,386.80
FlowSeal Surface Maintenance, Inc.	\$33,429.20

TABLE 1

Vendor	Total
Seal King	\$14,573.60
Doctor Asphalt	\$16,386.80
FlowSeal Surface Maintenance, Inc.	\$33,429.20



Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: August 30, 2023
RE: Work Order #11 with Bolton and Menk Inc.

Purpose:

To approve Work Order No. 11 with Bolton & Menk Inc. for professional engineering services for the airport Security Fencing and Gates project.

Background:

The purpose of the project is to provide increased safety and security to sensitive areas at the airport and is both encouraged and funded by the FAA. The project will involve the installation of 5' chain link fencing around the building and hangar area and airport frontage per FAA specifications. Automatic gates will be positioned to allow for access control to the airside apron and aircraft movement areas which will also include tenant access systems. Together with increasing the level of safety and security the fencing will better define the airport property with the intent to be balanced aesthetically.

The scope of services provided in this Work Order is for assistance with design and construction phases of the project and includes the preparation of preliminary plans and cost estimates, environmental review, FAA coordination and documentation, contract documents, and construction survey and staking. It is anticipated that construction will be completed in November 2023.

Budget Impact:

The engineering services proposed under Work Order No. 11 shall be provided on an actual cost basis but not to exceed \$13,900.00 for all phases of the project. The funding participation for this Work Order is anticipated as follows:

Federal (90%):	\$ 12,510.00
State (5%):	\$ 695.00
Local (5%):	\$ 695.00
Total:	\$ 13,900.00

Recommendation:

Staff recommends approval of Work Order No. 11 contingent upon securing FAA/MnDOT grant funding participation.



**WORK ORDER #11
TO
PROFESSIONAL SERVICES CONTRACT
(PREDESIGN, CSPP and ENVIRONMENTAL CATEX SERVICES)**

SECURITY FENCE – PHASE 1

**OWATONNA-DEGNER REGIONAL AIRPORT
OWATONNA, MINNESOTA**

BETWEEN: The City of Owatonna,
A Minnesota municipal corporation **(CLIENT)**

AND: Bolton & Menk, Inc. **(CONSULTANT)**

EFFECTIVE DATE: September __, 2023

RECITALS

1. City owns and operates the Owatonna-Degner Regional Airport located near Owatonna, Minnesota.
2. This is Work Order #11 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective December 2019 is referred to herein as the “Master Agreement”.

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Predesign, CSPP, and Environmental CATEX Services for the new 5' high chain link security fencing at the Owatonna-Degner Regional Airport (herein referred to as the **Project**).

I.A. BASIC SERVICES

PROJECT UNDERSTANDING

The project involves the installation of security fencing and gates at the Owatonna-Degner Regional

Airport.

BASIC SERVICES

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

1. PREDESIGN

1.1. Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. Meetings with the Sponsor shall also determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be a maximum of 3 meetings with the Sponsor and/or the FAA, to review project eligibility and project limits.

1.2. Project Meetings and Coordination with Sponsor, State, FAA, etc. Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase 1.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager. The Consultant will prepare for and conduct up to two (2) meetings at the Airport Sponsor to present the findings of the predesign phase and any alternatives and recommendations for the project.

1.2.2. Coordination with FAA, State, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the FAA, State, Sponsor, and Project Manager.

1.2.3. This task includes one progress meeting per month that will be held, one-hour in duration, with all design team members through the duration of the design phase.

1.3. Preliminary Site Design

Consultant shall complete a project layout sheet that will depict the proposed improvements. Part of the preliminary phase includes reviewing options for the entrance gate type and locations. Up to five (5) versions of the fence layout will be provided.

1.4. Construction Safety and Phasing Plan (CSPP)

Consultant shall complete a Construction Safety & Phasing Plan (CSPP) showing project limits, haul routes, and traffic control information.

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing

Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.5. Preliminary Plans and Cost Estimate

Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: Security Fence – Phase 1. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

1.5.1. Prepare Preliminary Plans

- G-001 Cover Sheet, Sheet Index & Symbols
- G-201 Construction Safety & Phasing Plan
- C-001 Existing Conditions & Removals
- C-101 Details
- C-601 Fencing Plan

1.5.2. Prepare Preliminary Cost Estimate

Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Consultant will then use recent bid prices and industry standards to prepare up to five (5) preliminary costs estimates. Consultant will also contact local fence suppliers and contractors to obtain most recent material and labor prices at that time. Cost estimates for alternatives will be acquired. These alternatives include galvanized vs vinyl, tilt vs slide gate, and alternatives for keypads.,

1.6. Prepare Grant Preapplication

An FAA Preapplication will be completed and submitted to FAA to initiate and secure FAA BIL funds for the Project. This will include the Project Narrative, Project Costs funding breakdown, preliminary exhibit of the fence layout, and Application for Federal Assistance SF-424 form.

1.7. Environmental Review, CATEX

CONSULTANT will prepare a proposed actions graphic and Categorical Exclusion (CATEX) Checklist Form based upon FAA Orders 1050.1E and 5050.4B for the Project. CATEX Long Form (PPM 5050.20 Appendix C) will be prepared along with supporting research, analysis and documentation as required by the Federal Aviation Administration (FAA) for proposed Federal action. The following environmental impact categories will be evaluated during development of the CATEX will include the areas shown below. This does not include field work for cultural resources, historical, or wetlands.

Environmental Resource Area Review for Potential Effects and Impact:

a. Air Quality

b. Archaeological

- | | |
|---|--|
| c. Biotic Communities | n. Hazardous Materials |
| d. Coastal Resources | o. Historic |
| e. Compatible Land Use | p. Light Emissions |
| f. Construction Impacts | q. Natural Resources |
| g. Endangered Species | r. Noise Levels |
| h. Energy Supply and
Natural Resources | s. Parks, Public Lands,
Refuges and Recreational
Resources |
| i. Environmental Justice | t. Surface Transportation |
| j. Essential Fish Habitat | u. Water Quality |
| k. Farmland | v. Wetlands |
| l. Migratory Bird Treaty
Act | w. Wild and Scenic Rivers |
| m. Floodplains | |

Other Required Environmental Considerations:

- | | |
|-------------------------|-------------------------|
| a. Connected Actions | f. Community Disruption |
| b. Cumulative Actions | g. Relocation Housing |
| c. Cumulative Impacts | h. Social Impact |
| d. Environmental Laws | i. Similar Actions |
| e. Highly Controversial | |

Completion of the CATEX research, analysis, and documentation outlined in this agreement does not guarantee FAA environmental approval of the proposed project. Any additional environmental work requested (i.e. additional field reviews, consultation, preparation of EA will be considered additional work beyond the scope of this agreement.

2.0 Construction Services

2.1. Initial Construction Layout

The Consultant will perform initial survey work to establish construction limits, survey control, locations of barricades or construction signs. The construction control/verification survey subtask will include a survey crew to establish construction field control for the project. This will include establishment of horizontal and vertical control and construction staking as per the Project Manual. This will also include a survey crew to stake the location of the fence for the contractor. Client to provide exact layout of fence and gates for survey crew.

2.2. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.3. Update Airport Layout Plan

CONSULTANT shall update the Airport Layout Plan (ALP) to depict as-built conditions as a result of the project. These will include updating sheets as required to reflect the work completed on this project only. The CLIENT will then submit a PDF copy to FAA for review and comment. CONSULTANT will address the comments received from the FAA one time and print four (4) hard copies of the ALP will be produced for CLIENT and FAA.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Electrical Services
2. Geotechnical investigation required for the Project
3. Completion of final plans, specifications, bid documents and additional.
4. Bidding of the project
5. Additional Field Investigation required beyond those specified including field work for cultural resources, historical, or wetlands
6. Grant Administration services including grant application, periodic completion of grant reimbursement requests (i.e. Credit Applications) and grant closeout
7. Construction Management and RPR services
8. Attendance of additional meetings beyond those identified in the above scope
9. All other services not specifically identified in Section I.A

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

TASK 1 – PREDESIGN, CSPP, CATEX	\$6,800.00 (Lump Sum)
Task 2 – CONSTRUCTION SERVICES	\$7,100.00 (Lump Sum)
TOTAL AUTHORIZED FEE	\$13,900.00

Funding Layout:

Estimated Federal Share – BIL Funds (90%)	\$ 12,510.00
Estimated Local Share (10%)	\$ 1,390.00

I.D. SCHEDULE

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

TASK	SERVICE DESCRIPTION	DATE
1	PREDESIGN, CSPP, CATEX	January – May 2023
2	CONSTRUCTION SERVICES	August – November 2023

I.E. AUTHORIZATION**City of Owatonna**

By: _____

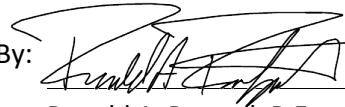
Mr. Thomas A. Kuntz, Mayor Date

Attest: _____

Mr. Dave Beaver, Airport Manager Date

Bolton & Menk, Inc.

By: _____

 8/28/2023
Ronald A. Roetzel, P.E. Date

Aviation Services Manager

Attachments: Bolton & Menk Fee Analysis Spreadsheet



PROJECT FEE ESTIMATE

CLIENT:		OWATONNA-DEGNER REGIONAL AIRPORT (OWA)				DATE:		8/24/2023	
PROJECT:		SECURITY FENCE - PHASE 1				PREPARED BY:		RAR	
Task	Task Description	Estimated Person Hours Required					Totals		
		Sr. Eng.	Design Eng.	Surveyor	Planner	Admin.			
1	PreDesign								
1.1	Project Scoping	2	2	0	2	0	6		
1.2	Project Meetings and Coordination	4	2	0	0	1	7		
1.3	Preliminary Site Design	0	8	0	2	0	10		
1.4	Construction Safety and Phasing Plan (CSPP)	0	4	0	0	0	4		
1.5	Prepare Preliminary Plans and Cost Estimate	2	8	0	2	0	12		
1.6	Prepare Grant Preapplication	0	2	0	0	1	3		
1.7	Environmental Review, CATEX	2	2	0	2	0	6		
Total Person Hours		10	28	0	8	2	48		
Total Direct Labor Cost		\$630.00	\$868.00	\$0.00	\$288.00	\$60.00	\$1,846.00		
Overhead		\$1,387.83	\$1,912.12	\$0.00	\$634.44	\$132.17	\$4,066.55		
Subtotal Labor Cost							\$5,912.55		
Fixed Fee x Subtotal Labor Cost							\$886.88		
Total Task 1							\$6,799.44		
Total Expenses Task 1							\$0.00		
Subtotal Task 1							\$6,799.44		
		ROUNDED TASK 1 (Fixed Lump Sum):					\$6,800.00		
Task	Task Description	Estimated Person Hours Required					Totals		
		Sr. Eng.	Design Eng.	Surveyor	Planner	Admin.			
2	Construction Administration								
2.1	Initial Construction Layout	0	4	22	0	0	26		
2.2	Prepare Contract Manuals	2	4	0	0	6	12		
2.3	Update Airport Layout Plan	2	4	0	4	0	10		
Total Person Hours		4	12	22	4	6	48		
Subtotal Labor Cost							\$6,207.22		
Fixed Fee x Subtotal Labor Cost							\$931.08		
Total Task 2							\$7,138.30		
Subtotal Task 2							\$7,138.30		
		ROUNDED TASK 2 (Cost Plus a Fixed Fee, NTE):					\$7,100.00		
		TOTAL PROJECT FEE					\$13,900.00		

RECAP:

126,091.15	SE Service Coop - Health insurance premiums - July
21,099.96	AvFuel Corp - airport fuel for resale
28,016.21	Central Farm Service-bulk fuel
172,610.48	Crane Creek Asphalt - hot mix
234,275.31	JJD Companies - pay est #10 2022 Street & Utility project
190,095.96	Pearson Brothers - pay est #2-Final- annual street maintenance
54,941.23	Stantec Consulting Services - comprehensive plan
25,599.94	Tri State Bobcat - asphalt paver - streets
368,369.91	Wencl Construction - Havana Rd Pay Est #3
256,068.22	OTHER EXPENDITURES
<u>\$ 1,477,168.37</u>	<i>SUBTOTAL</i>
<u>95,735.60</u>	HRA HOUSING ASSISTANCE PAYMENTS
<u><u>\$ 1,572,903.97</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
374540	08/29/23	A H HERMEL CANDY & TOBACCO CO	1,259.93	R	ACH
374541	08/29/23	A TASTE OF THE BIG APPLE	116.95	0	Regular
374542	08/29/23	ADVANCED ENGINEERING & ENVIRON	4,219.86	0	Regular
374543	08/29/23	ADVANTAGE DISTRIBUTING & LUBR	294.80	0	Regular
374544	08/29/23	AFLAC	2,858.82	0	Regular
374545	08/29/23	ALEXANDER LUMBER COMPANY	578.83	0	Regular
374546	08/29/23	AMERICAN ENGINEERING TESTING	4,274.50	R	ACH
374547	08/29/23	ANCOM	436.28	0	Regular
374548	08/29/23	APG MEDIA OF SO MINNESOTA LLC	476.67	0	Regular
374549	08/29/23	ARAMARK UNIFORM SERVICES INC	423.18	0	Regular
374550	08/29/23	ARROW ACE HARDWARE	275.68	0	Regular
374551	08/29/23	ASBESTROL INC	1,034.30	0	Regular
374552	08/29/23	ASPEN MILLS INCORPORATED	494.80	0	Regular
374553	08/29/23	AUSTIN DAILY HERALD	252.00	0	Regular
374554	08/29/23	AVFUEL CORPORATION	21,099.96	0	Regular
374555	08/29/23	BACHMAN'S CREDIT DEPT	672.65	R	ACH
374556	08/29/23	BAKER & TAYLOR BOOKS	916.37	R	ACH
374557	08/29/23	BCT MINNEAPOLIS	39.76	0	Regular
374558	08/29/23	BEACON ATHLETICS LLC	95.00	R	ACH
374559	08/29/23	BLACKSTONE PUBLISHING	247.20	R	ACH
374560	08/29/23	BLADES OF TURF STI SOUTHERN MN	2,650.00	0	Regular
374561	08/29/23	BRAUN INTERTEC CORPORATION	2,600.00	0	Regular
374562	08/29/23	C & J AUTOGLASS INC	657.88	0	Regular
374563	08/29/23	CARQUEST	591.82	0	Regular
374564	08/29/23	CCP INDUSTRIES INC	571.46	R	ACH
374565	08/29/23	CEMSTONE CONCRETE MATERIAL LLC	1,595.00	0	Regular
374566	08/29/23	CENGAGE LEARNING INC/GALE	87.17	R	ACH
374567	08/29/23	CENTER POINT PUBLISHING	26.62	0	Regular
374568	08/29/23	CENTRAL FARM SERVICE	28,016.21	0	Regular
374569	08/29/23	CITY OF BLOOMING PRAIRIE	1,904.75	0	Regular
374570	08/29/23	CLAREYS SAFETY EQUIPMENT	4,476.73	R	ACH
374571	08/29/23	CLEAN RIVER PARTNERS	150.00	0	Regular
374572	08/29/23	COURT SPORTS & MORE	364.00	R	ACH
374573	08/29/23	CRANE CREEK ASPHALT	172,610.48	R	ACH
374574	08/29/23	CULLIGAN OF OWATONNA	67.83	0	Regular
374575	08/29/23	CURT SUPALLA	50.00	0	Regular
374576	08/29/23	CURT'S TRUCK & DIESEL SERVICE	2,011.27	R	ACH
374577	08/29/23	D & M CONSTRUCTION LLC	12,091.51	R	ACH
374578	08/29/23	DEANS WESTSIDE TOWING	150.00	0	Regular
374579	08/29/23	DLL FINANCE LLC	4,438.80	0	Regular
374580	08/29/23	EDELGARD FERNANDEZ MEJIA	390.00	0	Regular
374581	08/29/23	ENTENMANN-ROVIN CO	167.75	0	Regular
374582	08/29/23	EYE MED VISION CARE	406.55	0	Regular
374583	08/29/23	FASTENAL COMPANY	408.88	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
374584	08/29/23	FIRST SUPPLY OWATONNA	348.81	0	Regular
374585	08/29/23	FLAHERTY & HOOD PA	8,332.15	R	ACH
374586	08/29/23	FLOM SEPTIC & DRAIN INC	428.00	0	Regular
374587	08/29/23	FOUR SEASONS ELECTRIC	1,820.99	R	ACH
374588	08/29/23	FULLSTEAM	2,090.90	R	Wire Transfer
374589	08/29/23	GLOBAL PAYMENTS INTEGRATED	5,324.85	R	Wire Transfer
374590	08/29/23	GRAINGER	111.83	0	Regular
374591	08/29/23	HAWKINS INC	10.00	R	ACH
374592	08/29/23	HD SUPPLY INC	1,814.17	R	ACH
374593	08/29/23	HEALTHPARTNERS INC	4,361.24	0	Regular
374594	08/29/23	HELEN M NAGEL INC	1,314.84	0	Regular
374595	08/29/23	HILLYARD INC	936.74	0	Regular
374596	08/29/23	HORIZON COMMERCIAL POOL SUPPLY	4,664.74	0	Regular
374597	08/29/23	HUBER SUPPLY CO INC	35.00	0	Regular
374598	08/29/23	I U O E LOCAL 70	5,827.00	0	Regular
374599	08/29/23	IFACS	337.76	R	ACH
374600	08/29/23	INNOVATIVE OFFICE SOLUTIONS	214.23	0	Regular
374601	08/29/23	JAMES EBELING	100.00	0	Regular
374602	08/29/23	JASON MARSHALL STAYTON	3,060.00	R	ACH
374603	08/29/23	JENNIFER MCCONNELL	50.00	0	Regular
374604	08/29/23	JIM GUNDERSON	394.48	0	Regular
374605	08/29/23	JJD COMPANIES LLC	234,275.31	R	ACH
374606	08/29/23	JM ACQUISITION LLC	198.01	0	Regular
374607	08/29/23	JOHN DEERE CREDIT	150.64	0	Regular
374608	08/29/23	KRFO-FM	451.00	0	Regular
374609	08/29/23	LAWSON AUTOMOTIVE LLC	198.29	0	Regular
374610	08/29/23	LAWSON PRODUCTS	345.14	0	Regular
374611	08/29/23	LEGACY SIGNS INC	30.00	0	Regular
374612	08/29/23	LEICA GEOSYSTEMS INC	62.50	0	Regular
374613	08/29/23	M-R SIGN CO INC	3,179.00	0	Regular
374614	08/29/23	MACQUEEN EQUIPMENT CO	1,918.50	0	Regular
374615	08/29/23	MADISON NATL LIF INS CO INC	972.47	0	Regular
374616	08/29/23	MANKE'S OUTDOOR EQUIP & APPL	77.98	R	ACH
374617	08/29/23	MARCO TECHNOLOGIES LLC	457.61	0	Regular
374618	08/29/23	MATTHEW R HOKANSON	4,737.34	R	ACH
374619	08/29/23	METRO SALES INC	1,290.57	0	Regular
374620	08/29/23	METRONET	1,800.39	0	Regular
374621	08/29/23	MINNESOTA LIFE	2,837.40	0	Regular
374622	08/29/23	MN DEPT OF LABOR AND INDUSTRY	100.00	0	Regular
374623	08/29/23	MN DEPT OF LABOR AND INDUSTRY	1,603.42	R	Wire Transfer
374624	08/29/23	MN DEPT OF REVENUE	12,396.37	R	Wire Transfer
374625	08/29/23	MN PETROLEUM SERVICE	7,978.10	0	Regular
374626	08/29/23	MN PUBLIC EMPLOYEES ASSOC	3,072.00	R	ACH
374627	08/29/23	MN VALLEY TESTING LABS INC	546.15	0	Regular
374628	08/29/23	MTI DISTRIBUTING INC	2,189.21	R	ACH

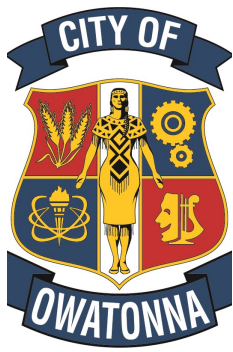
Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
374629	08/29/23	NAPA AUTO PARTS	338.19	R	ACH
374630	08/29/23	NATALEA DE ALBA	50.00	0	Regular
374631	08/29/23	NORTHERN SAFETY TECHNOLOGY INC	468.20	R	ACH
374632	08/29/23	NORTHLAND FARM SYSTEMS	486.75	0	Regular
374633	08/29/23	OFFICE OF MNIT SERVICES	420.00	0	Regular
374634	08/29/23	OLYMPIC FIRE PROTECTION CORP	54.60	0	Regular
374635	08/29/23	OWATONNA HEATING & COOLING INC	530.00	0	Regular
374636	08/29/23	OWATONNA MOTOR COMPANY	1,239.87	0	Regular
374637	08/29/23	PAAPE COMPANIES INC	15,975.00	0	Regular
374638	08/29/23	PAYMENTECH	161.31	R	Wire Transfer
374639	08/29/23	PEARSON BROTHERS INC	190,095.96	0	Regular
374640	08/29/23	PLAN IT SOFTWARE LLC	1,600.00	0	Regular
374641	08/29/23	PRESENCE TELEHEALTH PLLC	412.00	R	ACH
374642	08/29/23	PVS TECHNOLOGIES INC	10,378.75	0	Regular
374643	08/29/23	QUADIENT FINANCE USA INC	39.00	0	Regular
374644	08/29/23	R&E ENTERPRISES OF MANKATO INC	5,687.50	0	Regular
374645	08/29/23	RAINBOW ECOSCIENCE	3,375.40	R	ACH
374646	08/29/23	RAMY TURF PRODUCTS	3,863.00	0	Regular
374647	08/29/23	RDO EQUIPMENT CO	149.88	0	Regular
374648	08/29/23	REINDERS INC	292.32	R	ACH
374649	08/29/23	ROAD MACHINERY & SUPPLIES	2,500.00	0	Regular
374650	08/29/23	ROBERT JOHNSON	1,000.00	0	Regular
374651	08/29/23	SANDRA HEATHERLY	50.00	0	Regular
374652	08/29/23	SCHILLING SUPPLY CO	279.61	R	ACH
374653	08/29/23	SCHOLASTIC INC	2,220.30	0	Regular
374654	08/29/23	SENIORPLACE INC	261.00	0	Regular
374655	08/29/23	SHERWIN WILLIAMS COMPANY	76.46	0	Regular
374656	08/29/23	SHI CORP	33.92	0	Regular
374657	08/29/23	SHRED RIGHT	40.00	0	Regular
374658	08/29/23	SITEONE LANDSCAPE SUPPLY INC	1,257.82	0	Regular
374659	08/29/23	SOUTHEAST SERVICE COOPERATIVE	126,091.15	R	Wire Transfer
374660	08/29/23	SPS COMPANIES INC	2,221.37	0	Regular
374661	08/29/23	ST CROIX RECREATION CO	983.65	R	ACH
374662	08/29/23	STANTEC CONSULTING SERVICE INC	54,941.23	0	Regular
374663	08/29/23	STEELE COUNTY SHERIFF	72.45	0	Regular
374664	08/29/23	STEELE COUNTY TREASURER	6,152.94	0	Regular
374665	08/29/23	STEPHANIE REUSS	50.00	0	Regular
374666	08/29/23	STEPHEN SNYDER	50.00	0	Regular
374667	08/29/23	STEWART COMPANIES INC	776.58	0	Regular
374668	08/29/23	STEWART DENISE	301.18	0	Regular
374669	08/29/23	STEWART SANITATION	1,991.56	0	Regular
374670	08/29/23	SYNCHRONY BANK	54.70	0	Regular
374671	08/29/23	SYNCHRONY BANK - LOWE'S	2,692.31	0	Regular
374672	08/29/23	T-MOBILE	1,974.19	0	Regular
374673	08/29/23	TEMPLE ELECTRIC MOTOR SERV INC	1,032.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
374674	08/29/23	TERRACON CONSULTANTS INC	6,181.25	R	ACH
374675	08/29/23	TERRY'S REPAIR	101.00	0	Regular
374676	08/29/23	THE WALL STREET JOURNAL	170.00	0	Regular
374677	08/29/23	THEODORE SORENSEN	50.00	0	Regular
374678	08/29/23	TJD REPAIR & SERVICE	101.20	0	Regular
374679	08/29/23	TRI STATE BOBCAT	25,599.94	R	ACH
374680	08/29/23	TRUCK CENTER COMPANIES LLC	534.22	0	Regular
374681	08/29/23	TURFWERKS	447.58	R	ACH
374682	08/29/23	UNITED WAY	321.00	0	Regular
374683	08/29/23	US BANK	275.00	0	Regular
374684	08/29/23	US BANK	13,131.36	R	Wire Transfer
374685	08/29/23	VERIZON	2,302.66	0	Regular
374686	08/29/23	W W BLACKTOPPING INC	531.96	0	Regular
374687	08/29/23	WALBRAN & FURNESS CHARTERED	4,713.75	R	ACH
374688	08/29/23	WASECA COUNTY HWY DEPT	75.98	0	Regular
374689	08/29/23	WASECA COUNTY NEWS	101.95	0	Regular
374690	08/29/23	WASTE MANAGEMENT OF WI-MN	470.96	0	Regular
374691	08/29/23	WENCL CONSTRUCTION	368,369.91	0	Regular
374692	08/29/23	WEST PUBLISHING CORPORATION	581.43	R	ACH
374693	08/29/23	WEX BANK	1,195.74	R	Wire Transfer
374694	08/29/23	WEX HEALTH INC	349.25	R	Wire Transfer
374695	08/29/23	WHKS & CO	4,245.09	R	ACH
374696	08/29/23	WILLIAM J GOODSSELL	3,300.00	0	Regular
374697	08/29/23	ZACK'S INC	2,297.61	0	Regular
374698	09/01/23	A & K LLC	304.00	R	ACH
374699	09/01/23	A&H PROPERTIES	451.00	R	ACH
374700	09/01/23	ADAMS REVOCABLE LIVING TRUST	544.00	R	ACH
374701	09/01/23	APACHE APARTMENTS	810.00	R	ACH
374702	09/01/23	ARNFELT RENTS	124.00	R	ACH
374703	09/01/23	ATM PROPERTIES LLC	1,036.00	R	ACH
374704	09/01/23	AUSTIN HRA	2,687.00	0	Regular
374705	09/01/23	B-GROVE LLC	1,124.00	R	ACH
374706	09/01/23	BARRY GILLESPIE	223.00	R	ACH
374707	09/01/23	BB BROTHERS HOLDINGS LLC	299.00	R	ACH
374708	09/01/23	BROWN CYNTHIA	509.00	R	ACH
374709	09/01/23	BRYCEN GREGOR	990.00	R	ACH
374710	09/01/23	CAPELLE COMPANIES LLC	535.00	R	ACH
374711	09/01/23	CEDAR HILLS ESTATES	684.00	R	ACH
374712	09/01/23	CEDAR RIDGE APARTMENTS	817.00	R	ACH
374713	09/01/23	CEDAR ROSE ASSOCIATES LLC	372.00	R	ACH
374714	09/01/23	CEDAR RUN TOWN HOMES MDI #41	2,877.00	R	ACH
374715	09/01/23	CEDARDALE NORTH APARTMENTS	292.00	R	ACH
374716	09/01/23	CEDARDALE SOUTH APARTMENTS	476.00	R	ACH
374717	09/01/23	CEDARDALE WEST APARTMENTS	557.00	R	ACH
374718	09/01/23	CHAD EISCHENS	362.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
374719	09/01/23	CHRIS PROHASKI	993.00	R	ACH
374720	09/01/23	COMMON CENTS PROPERTIES LLC	340.00	R	ACH
374721	09/01/23	COOPERS COURT LLC	913.00	R	ACH
374722	09/01/23	DAN NECHVILLE	706.00	R	ACH
374723	09/01/23	DANIEL SCHLEGEL	483.00	R	ACH
374724	09/01/23	DONALD RIPPLE	982.00	R	ACH
374725	09/01/23	DSBMT, LLC	591.00	R	ACH
374726	09/01/23	EEK LLC	1,151.00	R	ACH
374727	09/01/23	ELLINGSON RICHARD	479.00	R	ACH
374728	09/01/23	ELM STREET PROPERTIES	473.00	R	ACH
374729	09/01/23	ESSO PROPERTIES LLC	774.00	R	ACH
374730	09/01/23	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
374731	09/01/23	GERALD BESSER & JANET BESSER	498.00	R	ACH
374732	09/01/23	H & H PARTNERS LLC	424.00	R	ACH
374733	09/01/23	IMAGE APARTMENT	2,176.00	R	ACH
374734	09/01/23	JASON HINNA	766.00	R	ACH
374735	09/01/23	JBLI EQUITIES LLC	1,637.00	R	ACH
374736	09/01/23	JOHN & DENISE SCHROEDER	505.00	R	ACH
374737	09/01/23	JOHNSON WINDOW & SIDING INC	3,032.00	R	ACH
374738	09/01/23	JPF PROPERTIES	1,071.00	R	ACH
374739	09/01/23	JULIE WERSAL	437.00	R	ACH
374740	09/01/23	KEG INVESTMENTS LLC	449.00	R	ACH
374741	09/01/23	KERR MCCAULEY INVESTMENT II	289.00	R	ACH
374742	09/01/23	KLEVOS GREG	877.00	R	ACH
374743	09/01/23	LAXMAN S SUNDAE	775.00	R	ACH
374744	09/01/23	LEE ANNA	1,287.00	R	ACH
374745	09/01/23	LINCOLN SQUARE APARTMENTS	8,736.00	R	ACH
374746	09/01/23	LWO LIMITED PARTNERSHIP #116	3,348.00	R	ACH
374747	09/01/23	MANCINI NICHOLAS	819.00	R	ACH
374748	09/01/23	MARQUARDT DENNIS	3,627.00	R	ACH
374749	09/01/23	MARTIN ALLAN	2,063.00	R	ACH
374750	09/01/23	MARTIN FAMILY LLC	447.00	R	ACH
374751	09/01/23	MARY B WILLIAMS	1,052.00	R	ACH
374752	09/01/23	MCCAULEY PATRICK	835.00	R	ACH
374753	09/01/23	MIDWEST INVEST LLC	534.00	R	ACH
374754	09/01/23	MINNEAPOLIS PHA	917.40	R	ACH
374755	09/01/23	NECHVILLE SUSAN	1,030.00	R	ACH
374756	09/01/23	NORTH VIEW APARTMENTS	867.00	R	ACH
374757	09/01/23	NORTHCOURT APARTMENTS	864.00	R	ACH
374758	09/01/23	NORTHGATE	2,139.00	R	ACH
374759	09/01/23	NORTHSTAR HOLDINGS LLC	1,067.00	R	ACH
374760	09/01/23	NORTHWEST MANOR	1,207.00	R	ACH
374761	09/01/23	OWATONNA PUBLIC UTILITIES	123.00	R	ACH
374762	09/01/23	PARKVIEW OWATONNA LLC	751.00	R	ACH
374763	09/01/23	POSITIVE SHARE LLC	1,154.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
374764	09/01/23	PROHASKI PROPERTIES	1,701.00	R	ACH
374765	09/01/23	QUALITY RENTALS OF OWATONNA LL	631.00	R	ACH
374766	09/01/23	RAYMOND WILLMOTT	226.00	R	ACH
374767	09/01/23	RWB PROPERTIES	284.00	R	ACH
374768	09/01/23	SCOTT COUNTY CDA	3,531.20	R	ACH
374769	09/01/23	SIXSPARKS LLC	737.00	R	ACH
374770	09/01/23	SMITH REAL ESTATE LLC	1,410.00	R	ACH
374771	09/01/23	SOUTH CENTRAL HUMAN RELATIONS	3,349.00	R	ACH
374772	09/01/23	STADHEIM PROPERTIES	1,045.00	R	ACH
374773	09/01/23	SUBLAND INVESTMNTS & LIFESTYLE	226.00	R	ACH
374774	09/01/23	SUMMIT MANOR	370.00	R	ACH
374775	09/01/23	TM RENTALS II LLC	436.00	R	ACH
374776	09/01/23	USDA RURAL DEVELOPMENT	480.00	0	Regular
374777	09/01/23	USDA RURAL DEVELOPMENT	436.00	0	Regular
374778	09/01/23	WILLOW RUN I MDI #58	2,691.00	R	ACH
374779	09/01/23	WILLOW RUN II MDI #85	3,513.00	R	ACH
374780	09/01/23	YOUNGDAHL DEVELOPMENT LLC	1,584.00	R	ACH
374781	09/01/23	ZK INVESTORS LLC	2,246.00	R	ACH

115	Checks total:	811,103.43
118	ACH total:	599,456.19
0	EFTPS total:	
9	Wire transfer total:	162,344.35
0	Payment Manager total:	
242	GRAND TOTALS	1,572,903.97



Ordinances



Community Development Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Second/final Reading Proposed Ordinance 23-15: RZ-4 & Minor PUD at 130 Front Street E - Matt Olson

Purpose:

Council to hold the second/final reading of the proposed ordinance for Application No. RZ-4, received from John Schulte of Jones, Haugh, Smith, on behalf of Matt Olson.

Background:

This is a request to rezone property at 130 Front Street E from I-1, Light Industrial District to B-3, Central Business District, as well as a minor PUD for the purpose of providing a mixed-use facility for barbell warehousing and a golf simulator entertainment venue. The Planning Commission held a public hearing on this request and recommended approval.

The council approved the first reading of this proposed ordinance during their last meeting on August 15th and there have been no changes since.

A copy of the Staff Report is attached for your review.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Ordinance 23-15; RZ-4 Olson Rezoning & Minor PUD
2. RZ-4 Olson Staff Report

Proposed Ordinance No. 23-15
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application No. RZ-4 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held August 8, 2023, said application is hereby approved and the zone classification is hereby changed from I-1, Light Industrial District to B-3, Central Business District for the following described property:

The West 110.64 feet of Block 3, Jolly Addition, Owatonna, Minnesota, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota, as measured at a right angle to the west line of said Block 3 and its southerly prolongation.

SECTION 2. Minor PUD. A minor PUD is hereby approved for the above-described property to allow a warehousing use and a golf simulator entertainment venue within the primary building.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication.

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

Aye:

No:

Absent:

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST

Kris M. Busse, City Administrator/City Clerk

August 4, 2023

To: Planning Commission

From: Community Development Department

RE: Application No. RZ-4, by John Schulte of Jones, Haugh, Smith, on behalf of Matt Olson, a request to rezone property from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue.

Application Review:

Applicant: John Schulte, Jones Haugh & Smith

Owner: Matt Olson

Legal Description: Part of Block 3, Jolly Addition

Existing Zoning: I-1, Light Industrial District

Existing Land Use: The property was most recently occupied by CFS as an office / warehouse space.

Adjacent Zoning & Land Uses: North: Industrial Use zoned I-1

South: Commercial Use zoned B-3

East: Industrial Use zoned I-1

West: Industrial Use zoned I-2

Report Attachments:

1. Application Materials
2. Location Maps

Proposed Development:

- ◆ Application No. RZ-4, by John Schulte of Jones, Haugh, Smith, on behalf of Matt Olson, a request to rezone property from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue.
- ◆ The applicant purchased the former office building from CFS to use for a mixed use facility. The office area will be converted into a retail golf simulator business. The bask warehouse area will be used for warehousing for the owner's industrial business.
- ◆ The building meets the setbacks and regulations of the B-3 zoning district. No standards of the industrial district are met with respect to setbacks.
- ◆ The building does have loading docks currently located along the east side.

- ◆ A minor PUD has also been requested to allow for the warehousing to occur in a B-3 district.
- ◆ This building really falls in a blended area of uses. Most are zoned industrial however the Cedar Avenue fronting buildings have the setbacks and characteristics of the B-3 district.

Staff Review:

Staff feels that the proposed overlay rezoning would fit in with the surroundings and the desired use of this property as designated within the Owatonna Development Plan. Staff is recommending approval of the rezoning property from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue.

Planning Commission:

Application No. RZ-4, which is a request by John Schulte of Jones, Haugh, Smith, on behalf of Matt Olson to rezone property from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue at 605 Cedar Avenue North was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing for both requests opened at 6:02 pm. No Comments were made regarding this request. Public hearing closed at 6:03 pm. Kruschke said that equipment has really come down in price to make them more feasible. Springer-Gasner asked about the parking. Kruschke said that they will be improving the parking. Eickhoff said that he likes this and we've been wanting the downtown to grow.

A motion was made by Effertz and seconded by Peake to recommend City Council approval of the rezoning property from I-1, Light Industrial District to B-3, Central Business District as well as a minor PUD for the purposes of providing a mixed-use facility of barbell warehousing and a golf simulator entertainment venue. All Commissioners voting Aye, the motion carried.

605 Cedar Avenue N
City of Owatonna



July 24, 2023

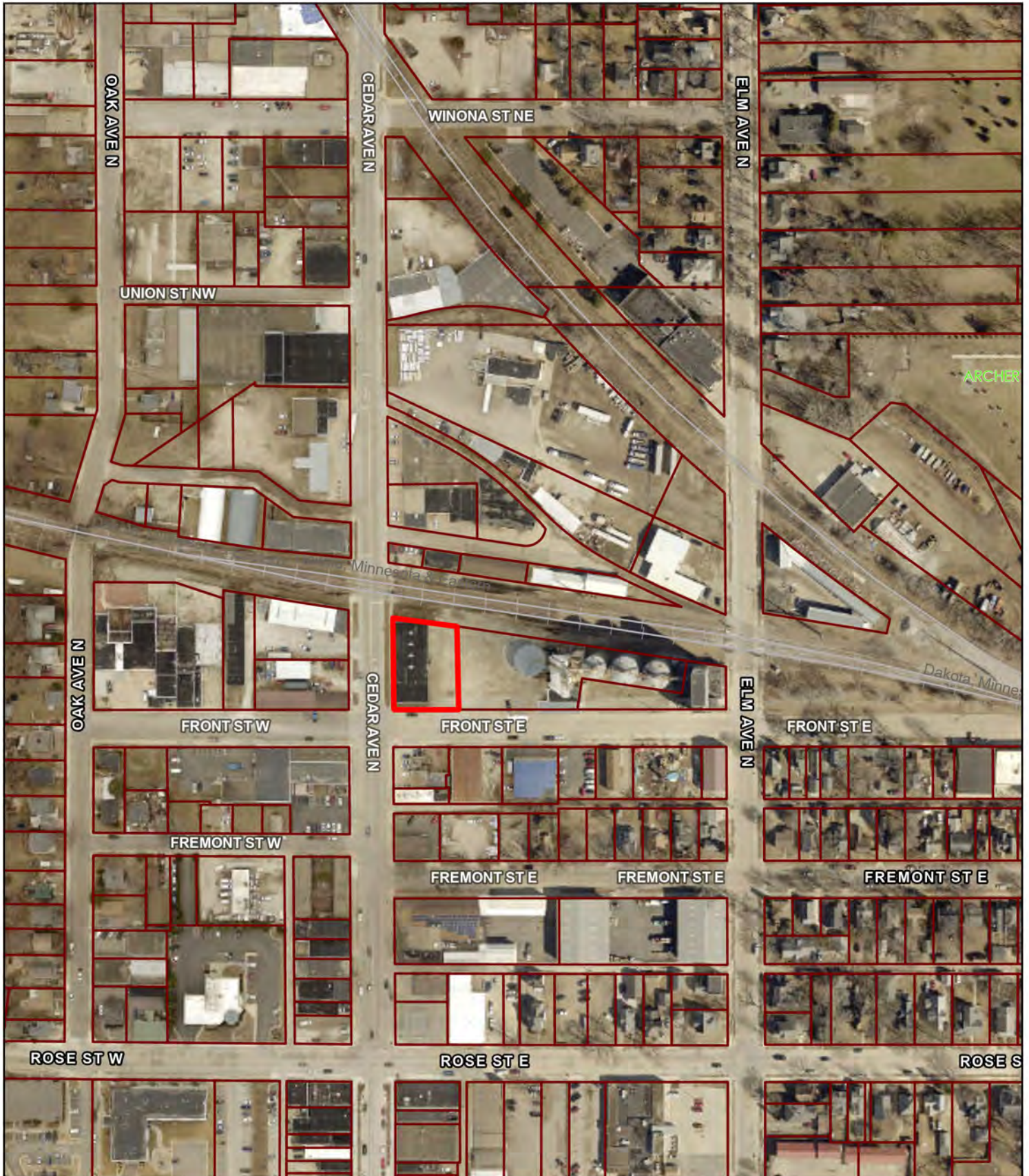
Site 



1:1,500
1 in = 125 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.

605 Cedar Avenue N City of Owatonna



July 24, 2023

Site

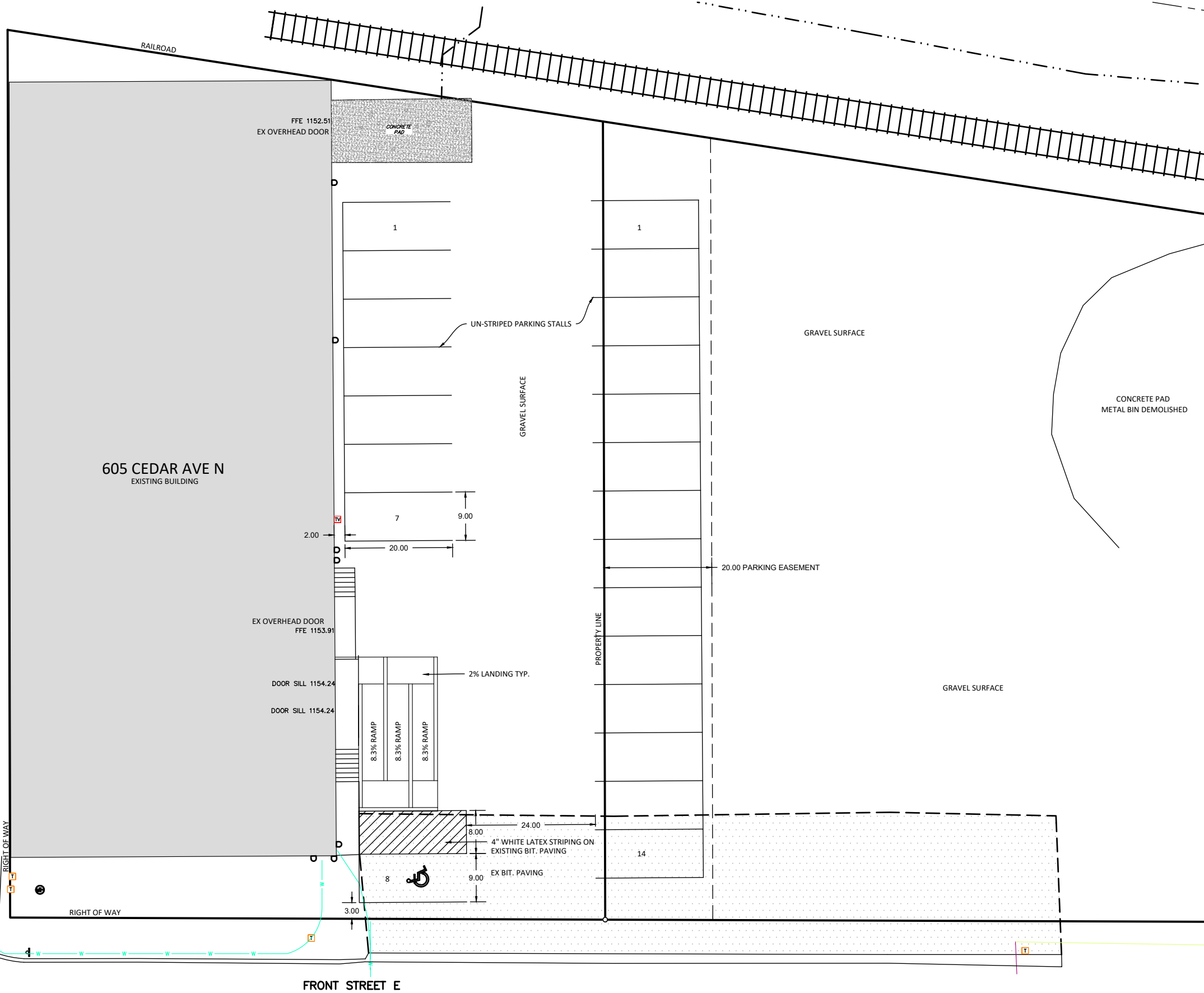


1:3,900
1 in = 325 ft

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.



CEDAR AVE N



DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION



415 West North Street Owatonna, MN 56057-4514-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: BW
Date: 7/18/23
DWG: 23-1125

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

John H. Schulte V
License No. 44639 Date: 7/18/23

HEAVY METAL BARBELL
MATT OLSON
2023 CONSTRUCTION
SITE PLAN

SHEET
11
OF
14



1500 Highway 52 North
Rochester, MN 55901
Phone: 507-288-8155
www.teamtsp.com

MEMORANDUM

To: City of Owatonna – Planning and Zoning
Prepared by: Von Petersen, AIA – Principal / Architect | MN License: 50687
Date: July 21, 2023
RE: 605 North Cedar Avenue – Re-Zoning Request on behalf of Matt Olson
Proj. No.: 01231069

Re-Zoning Request Narrative

At the property located at 605 North Cedar Avenue, the Owner (Matt Olson) is requesting to rezone an existing I-1 (light industrial) property to B-3 (Central Business District). The building had been occupied and operated as a warehouse with offices. The new owner is looking to provide a mixed use facility where the warehouse remains a warehouse for his families barbell business (Heavy Metal Barbell) and the former office area becomes a golf simulator entertainment venue. The golf simulators are not permitted use in an I-1 zoning district and would require this requested change to be a permitted use on this property.

For context, this property is adjacent to the B-3 business district directly to the south.

PURPOSE MEMO

TO: Mayor, City Council, City Administrator
FROM: Mark M. Walbran
DATE: August 29, 2023
RE: Amendment to Title XIII, Chapter 133, of the Ordinance Code to permit an Archery Hunt for Deer Management

Background:

At the regular City Council meeting of the City Council of the City of Owatonna on May 2, 2023, Council approved the 2023 Annual Deer Culling Event between the dates of 10/22/23 to 11/19/23 and from 11/20/23 to 12/17/23.

Purpose:

Under Title XIII, Chapter 133, § 133.01, of the Ordinance Code, entitled “WEAPONS AND DANGEROUS DEVICES”, it is unlawful to discharge any weapon of any kind within the corporate limits of the City, except as enumerated in the Exclusions.

To permit the archery hunt to cull the deer population within the City as authorized by the DNR, it is necessary to amend the Ordinance to provide for an additional exclusion to permit a controlled archery hunt within designated areas in the City parks for the Deer Management Plan as approved by the DNR.

Budget Impact:

None.

Recommendation:

Council and staff recommend adoption of the Ordinance.

Attachment:

Proposed Ordinance 23-16: Amend Chapter 133 for Archery Hunt for Deer Management

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XIII OF THE 2015 ORDINANCE CODE
OF THE CITY OF OWATONNA, AS AMENDED, BY AMENDING CHAPTER 133
ENTITLED "WEAPONS AND DANGEROUS DEVICES" TO PERMIT
AN ARCHERY HUNT FOR DEER MANAGEMENT.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 1. Title XIII of the 2015 Ordinance Code of the City of Owatonna, as amended, is hereby amended by amending § 133.02, to read as follows:

The discharge of firearms and other weapons as prohibited in § 133.01 of this chapter shall not apply to the persons set forth in divisions (A), (B), ~~and (C)~~, and (D) below:

§ 133.02 EXCLUSIONS.

(A) Persons duly authorized to act as law enforcement officers or members of the military forces of the United States or the state in the discharge of their duties;

(B) Persons engaged in archery, target or trap shooting on archery, target or trap shooting ranges approved as such by the Council; ~~and~~

(C) Persons acting in self-defense when the use of firearms for that purpose would not be unlawful under the laws of the state-; and

(D) Persons holding a valid City Hunting Permit for a controlled archery hunt for the Deer Management Plan sanctioned by The Minnesota Department of Natural Resources.

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 roll call vote:

Aye:

No:

Absent:

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk/Treasurer

UNDERLINING INDICATES NEW LANGUAGE. ~~STRIKEOUTS~~ INDICATE DELETIONS.



Community Development Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: First Reading Proposed Ordinance 23-17: RZ-5 Rezone from B-2 to I-1 at 3745 Hoffman Drive

Purpose:

Hold the first reading of Proposed Ordinance 23-17 to consider rezoning Application No. RZ-5, by Cameron Peterson, Paul's Transports. This is a request to rezone the property from B-2, Community Business District to I-1, Light Industrial District, for the purpose of operating a trucking business out of the facility located at 3745 Hoffman Drive NW.

Background:

See Attached. The Planning Commission held a public hearing on this request and recommended approval.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of this first reading of Proposed Ordinance 23-17.

Attachments:

1. Ordinance 23-17 - RZ-5 at 3745 Hoffman Dr - Pauls Transport
2. RZ-5 Pauls Transport Staff Report

Proposed Ordinance No. 23-17
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application No. RZ-5 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held August 22, 2023, said application is hereby approved and the zone classification is hereby changed from B-2, Community Business District to B-3, Central Business District for the following described property:

All that part of the Northeast Quarter of Section 7, Township 107 North, Range 20 West, described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence South 89 Degrees 45 Minutes West, assumed bearing, 1741 feet along the North Line of said Northeast Quarter to the True Point of Beginning; thence South 0 Degrees 15 Minutes East 330 feet; thence South 89 Degrees 45 Minutes West 180 feet; thence North 0 Degrees 15 minutes West 330 feet to the North Line of said Northeast Quarter; thence North 89 Degrees 45 Minutes East 180 feet to said True Point of Beginning; Subject to an easement for ingress and egress over the West 30 feet as more fully described in the certain Agreement dated August 30, 1983, filed September 7, 1983, as Document No. 187850 in the Office of the Steele County Recorder.

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 roll call vote:

Aye:

No:

Absent:

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

August 17, 2023

To: Planning Commission

From: Community Development Department

RE: Application No. RZ-5, by Cameron Peterson, Paul's Transports, a request to rezone property from B-2, Community Business District to I-1, Light Industrial District for the purpose of operating a trucking business out of the facility located at 3745 Hoffman Drive NW.

Application Review:

Applicant/Owner: Cameron Peterson

Legal Description: Part of the NE ¼ of Section 7, T107N, R20W

Existing Zoning: B-2, Community Business District

Existing Land Use: The property was most recently occupied by a contractor's office / flooring store

Adjacent Zoning & Land Uses: North: Ag, In the County

South: B-2, Community Business District / Contractor

East: B-2, Community Business District / Contractor

West: B-2, Community Business District / SF house

Report Attachments:

1. Application Materials
2. Location Maps

Proposed Development:

- ◆ Application No. RZ-5, by Cameron Peterson, Paul's Transports, a request to rezone property from B-2, Community Business District to I-1, Light Industrial District for the purpose of operating a trucking business out of the facility located at 3745 Hoffman Drive NW.
- ◆ The applicant purchased the property recently and desires to operate the business there.
- ◆ Staff was made aware of this business through a complaint on some of the grading activities that they started.
- ◆ Upon inspection and discussion on the use the applicant was told that they need to rezone the property in order for a trucking terminal to be located on the property.
- ◆ The primary building will not meet setbacks upon rezoning. The front setback is approximately 30' where 50' would be required, the rear setback is approximately 150' and the closest side setback is 12' where 30' would be required in the I-1 district.
- ◆ It is important to note that the setbacks will cause the building to be non-conforming if the property is rezoned.

- ◆ The primary building has previously been used as an office / showroom for the previous owners flooring store. The property also has two accessory buildings. These buildings will meet setbacks.
- ◆ Although a number of these properties are zoned B-2, they have started converting towards other uses over the past few years.
- ◆ It is important to note that this property is not permitted to be occupied residentially. Staff has had a complaint about people living in the building and an RV that is located on the property. This is not permitted in either zoning district.
- ◆ The Owatonna Development Plan identifies this property as well as all of the surrounding properties as Industrial.
- ◆ The proposed rezoning meets the intent of the Owatonna Development Plan.
- ◆ Property is rezoned to a legal description. With that being said, it is important for the property owner to identify their property lines to ensure they know what they own.

Staff Review:

Staff feels that the proposed rezoning would fit in with the surroundings and the desired use of this property as designated within the Owatonna Development Plan. Staff is recommending approval of the rezoning property to I-1, Light Industrial District from B-2, Community Business District.

Planning Commission:

Application No. RZ-5, which is a request by Cameron Peterson, Paul's Transports, to rezone property from B-2, Community Business District, to I-1, Light Industrial District, for the purpose of operating a trucking business out of the facility located at 3745 Hoffman Drive NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:34 pm. Cameron Peterson, the applicant, addressed the concern about people living there. They do have their own RV parked on the property, but no one is living there. Kurt Welker, owner of the property directly to the south at 3750 9th Street NW, said that he took a look at the zoning application. He's not opposed to a trucking company going in there, but he said a lot of the exhibits in the application are not really correct or factual. If you look at the back page, it says there is 65 feet between the accessory building and his property, but that's actually about 56 feet. As Greg noted, they are required to determine property boundaries. When they started grading, they determined the property boundaries using the county photometrics—which is close, but not correct—instead of finding corner pins. So they painted a line on the grass where they thought their property was, but it was 5 feet into his property, and they continued to grade another 15 feet past that line. So they are way past their property lines in their grading. He did point out corner stakes, but their silt fence is still 5 feet on his property. The water flow shown the back page shows that most of the water flows would go to the ditch on Crane Creek Road, which is incorrect. He has a drawing with the contours. Water predominantly flows perpendicular to the contour lines, which predominantly run north/south and east/west behind the building. Most of that site either flows to west past the home that's adjacent to it, to a swale between that home and the Retrofit building, and then south to his property and Jack's Nursery. The rest of it predominantly flows south to his property. They're proposing 15,000 square feet of impervious surface. Because this was subdivided prior to requirements for subdivision, there are

not retention or detention treatment requirements for stormwater, but an inch of rain will dump about 10,000 gallons onto his property. He's in conversations with a tenant / buyer to develop additional portions of his property, which creates additional work for him. He said he would like the board to require the exhibits be correct with dimensions and water flows before they approve the rezoning. He said he is not an engineer, but he does understand water flows and drainage. He would rather not have to deal with other people's drainage, and would like to see things correct on an application like he would try to do on an application he was submitting. Public hearing closed at 5:39 pm. Kruschke said as it comes down to the drawings and application materials, they only require a concept drawing and legal description for a rezoning. But as they get into stormwater and grading permits and building permits, then they are required to be accurate. He said he doesn't have any concern with the materials provided. They've approved other rezonings in which they've gotten less materials on. The City is granted purview just to rezone property as they wish without any materials, just a legal description. He doesn't have any concerns legally with how all of that is handled. It will be addressed through the permitting process. Eickhoff asked where the applicant is at on the permitting side of things. Kruschke said that building inspections had required an architect to look at the building due to the change of use and they have applied for a grading permit. Before a grading permit can be issued, he would have to sign off on it. He wouldn't sign off on it if it doesn't meet zoning. He will check back in on that. Meier said essentially we have to approve the zoning to get to approving the grading. Kruschke said in this case yes, they can run parallel tracks. The permits have no bearing on the rezoning request. Cameron Peterson said that they did submit an application for a grading permit, and it was brought to their attention that it has to be rezoned before they can move on with it. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of this rezoning to I-1, Light Industrial, from B-2, Community Business District. All Commissioners voting Aye, the motion carried.

3745 HOFFMAN DR NW
City of Owatonna

PIN: 17-007-1402
Acres: 1.08 ac.



1:1,200

0 50 100 Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. The property dimensions are based on the parcel gis data. The Water, Gas, and Electric Systems were provided by Owatonna Public Utilities.

Site Location City of Owatonna



Site



Municipal Limits

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August 08, 2023

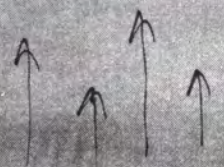
N

Gravel



(Currently All Gravel)

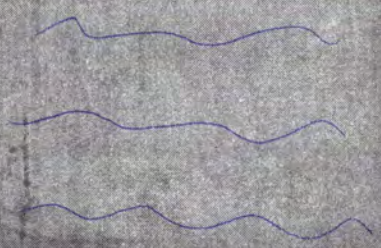
Set location



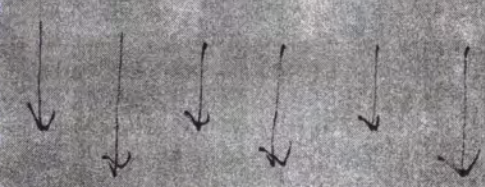
Waterflow

17-007-1402

Gravel



Water Flow



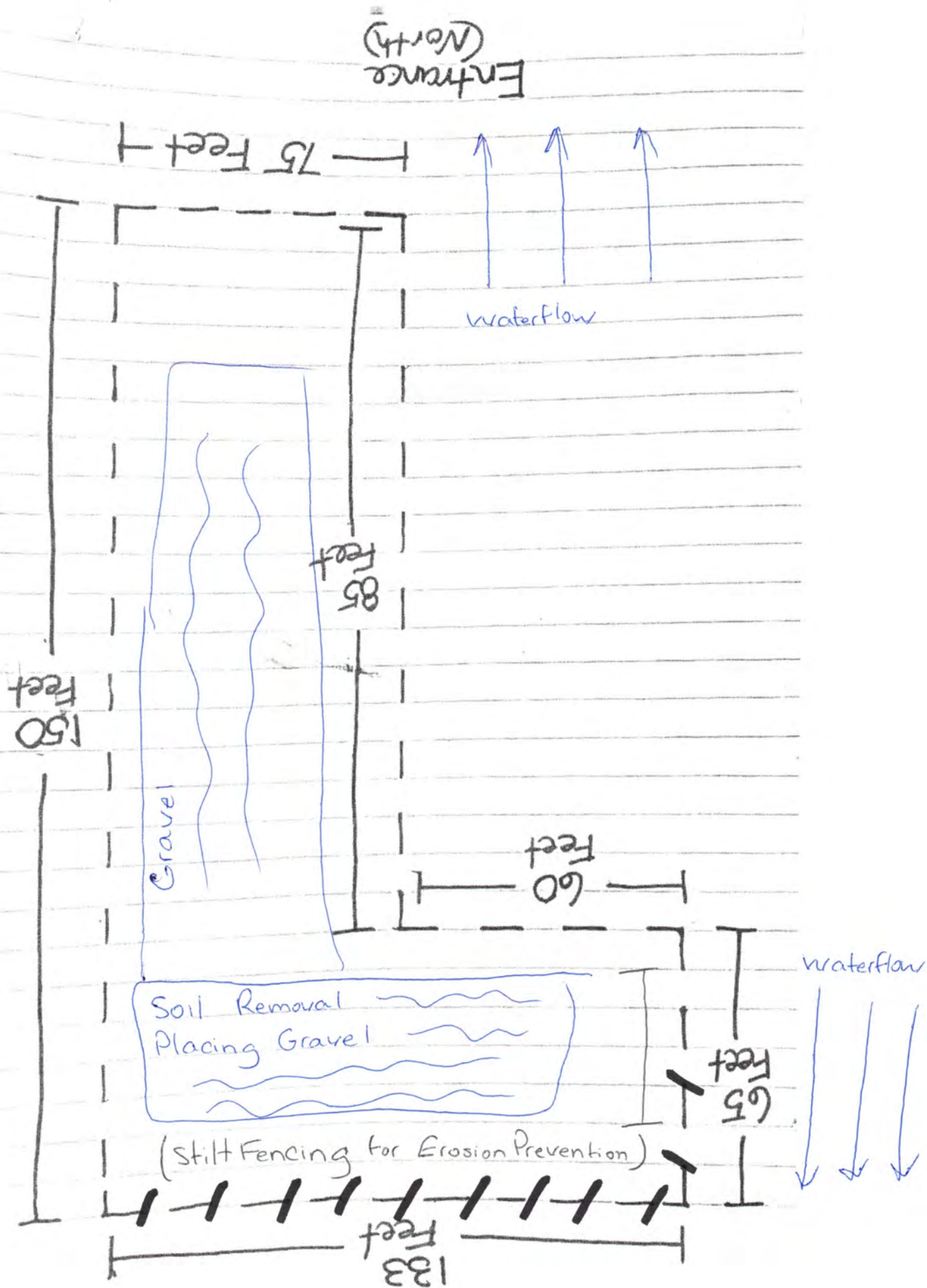
Gravel



(Stilt Fencing)

17-485-0203

S (stilt Fencing)





Resolutions



Finance Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 75-23 Authorize General Obligation Street Reconstruction Bonds - 2023B

Purpose:

Requesting approval of Resolution 75-23 to provide for the sale of \$2,600,000 General Obligation Street Reconstruction Bonds, Series 2023B scheduled for October 3, 2023.

Background:

The City is issuing street reconstruction bonds in order to finance the following street projects:

1. 2022 Street & Utility project including Selby, 15th Street NE, Selby, and Linn
2. 2023 Street & Utility project including Butternut Ave SW, Riverview Place SW, and School Street E
3. Portions of Havana Road and the 18th Street Roundabout projects not funded by state aid

These bonds will be repaid over ten years through a combination of assessments and a debt service levy. Following the sale of bonds, the interest rate the City charges on assessments will be reviewed. We are anticipating an increase to 5.5% from the current rate of 3.0%, which is based on a recommendation to charge 1.5-2.0% higher than the City's borrowing rate.

Budget Impact:

There will be future debt service levies to repay the bonds.

Staff Recommendation:

Staff recommends approval of Resolution 75-23 authorizing Baker Tilly to solicit proposals for the sale of bonds.

Attachments:

1. Res 75-23 Authorize Sale Bonds - 2023B
2. Pre-Sale Summary 2023B

RESOLUTION NO. 75-23

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION STREET RECONSTRUCTION BONDS,
SERIES 2023B, IN THE PROPOSED AGGREGATE PRINCIPAL
AMOUNT OF \$2,600,000

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

Section 1. Authorization of Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (the "Act"), the City is authorized to finance all or a portion of the cost of street reconstruction projects by the issuance of general obligation bonds of the City payable from ad valorem taxes.

(b) On March 21, 2023, following a duly noticed public hearing, the City Council adopted a five (5) year street reconstruction plan (the "Plan") describing the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City and approved the issuance of obligations by vote of at least two-thirds majority, all pursuant to the Act.

(c) Expenditures described in the Plan for 2023 include, among other projects, the reconstruction of all or a portion of School Street E, Butternut Avenue SW, Riverview Place SW, Havana Road SAP, and the 18th Street Roundabout in the City (collectively, the "Street Reconstruction").

(d) The City Council has determined that, within thirty (30) days after the hearing, no petition for a referendum on the issuance of bonds to pay costs of the Street Reconstruction was received by the City in accordance with the Act.

(e) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Street Reconstruction Bonds, Series 2023B (the "Bonds"), in the proposed aggregate principal amount of \$2,600,000, pursuant to the Act, to provide financing for the Street Reconstruction.

(f) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds. To provide funds to finance the Street Reconstruction, the City will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$2,600,000, which amount is subject to adjustment in accordance with the official Terms of Proposal (the "Terms of Proposal"). The Bonds will be issued, sold and delivered in accordance with the Terms of Proposal attached hereto as EXHIBIT A.

Section 3. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor") is authorized and directed to advertise the Bonds for sale in accordance with the Terms of Proposal. The City Council will meet at 7:00 p.m. on Tuesday, October 3, 2023, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

Section 4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

Section 5. Covenants. In the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.

Section 6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

Section 7. Reimbursement. The City has or may have incurred certain expenditures with respect to the Street Reconstruction that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Street Reconstruction from proceeds of the Bonds (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A
TERMS OF PROPOSAL

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$2,600,000*

CITY OF OWATONNA, MINNESOTA

GENERAL OBLIGATION STREET RECONSTRUCTION BONDS, SERIES 2023B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Owatonna, Minnesota (the "City") on Tuesday, October 3, 2023 (the "Sale Date") until 10:30 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on March 1 and September 1 of each year, commencing September 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature March 1 in the years and amounts* as follows:

2025	\$205,000	2027	\$245,000	2029	\$260,000	2031	\$275,000	2033	\$285,000
2026	\$240,000	2028	\$250,000	2030	\$265,000	2032	\$280,000	2034	\$295,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the registrar/paying agent.

OPTIONAL REDEMPTION

The City may elect on March 1, 2032, and on any day thereafter, to redeem Bonds due on or after March 1, 2033. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance various street reconstruction projects within the City as identified in the City's five-year street reconstruction plan adopted on March 21, 2023.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$2,574,000 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; and (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any

maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. Additionally, the Purchaser will provide pricing wires or equivalent communications supporting such offering or sale price.. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$26,000 (the "Deposit") no later than 1:30 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about October 26, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://bondcalendar.bakertilly.com/>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated September 5, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Kris Busse
City Administrator

STATE OF MINNESOTA)
)
COUNTY OF STEELE)
)
CITY OF OWATONNA)

I, the undersigned, being the duly qualified and acting City Administrator/City Clerk of the City of Owatonna, Minnesota (the "City"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 5, 2023, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the issuance and sale of the City's General Obligation Street Reconstruction Bonds, Series 2023B, to be issued in the proposed aggregate principal amount of \$2,600,000.

WITNESS My hand as City Administrator/City Clerk and the corporate seal of the City this ____ day of September, 2023.

(SEAL)

City Administrator/City Clerk
City of Owatonna, Minnesota

WA380-67 (JAE)
897134v2

City of Owatonna, Minnesota

Pre-Sale Summary for Issuance of Bonds

\$2,600,000 General Obligation Street Reconstruction Bonds, Series 2023B

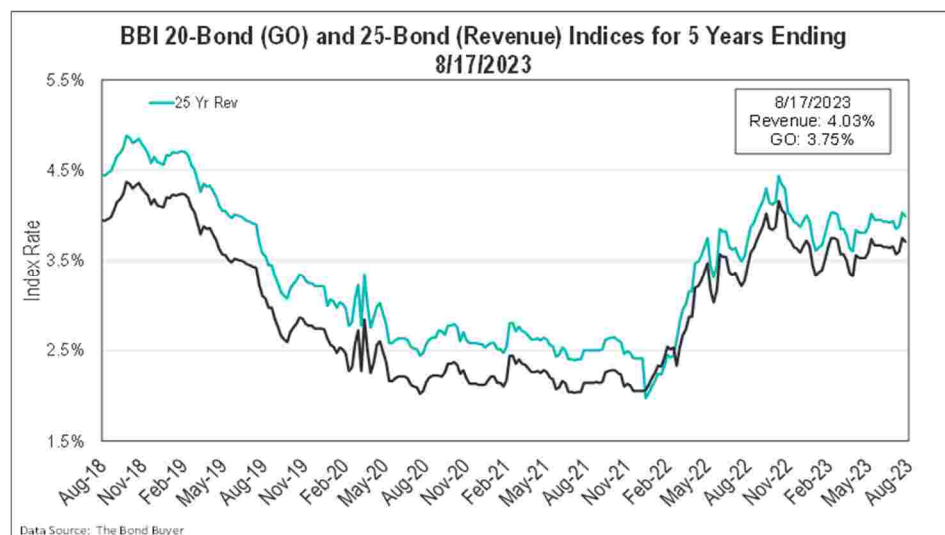
The Council has under consideration the issuance of bonds (the "Bonds") to finance various street reconstruction projects within the City. This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

September 5, 2023	Council sets sale date and terms
Week of September 11, 2023	Rating conference is conducted
October 3, 2023, 10:30 a.m.	Competitive bids are received
October 3, 2023, 7:00 p.m.	Council considers award of the Bonds
October 26, 2023	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa2" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE:	Proceeds of the Bonds, along with contributions from various other sources, will be used to finance various street reconstruction projects included in the City's 5-Year Street Reconstruction Plan (2023-2027), and pay the costs of issuance.
AUTHORITY:	<u>Statutory Authority:</u> The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475, Section 475.58 (subd. 3b), and the City's 5-Year Street Reconstruction Plan (2023-2027). <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, the City must have a 5-Year Street Reconstruction Plan and comply with certain public hearing requirements. The public hearing was held on March 21, 2023, and the 30-day petition period expired on April 20, 2023.
SECURITY AND SOURCE OF PAYMENT:	The Bonds are a general obligation of the City secured by its full faith and credit and taxing power and paid from ad valorem property taxes. Approximately \$1,467,000 in other sources are being attributed to the Bonds to decrease the total borrowing amount. A breakout of these sources is included in the sources and uses schedule below. In addition, the City expects to annually reduce the tax levy on the Bonds with the collection of special assessments filed against benefited properties. Although not pledged to the repayment of the Bonds, special assessments in the total principal amount of \$459,000 will be filed in 2023 for the first collection in 2024. The City is estimating \$40,000 of assessment will be prepaid, resulting in a remaining balance of \$419,000 to be collected over a term of 10 years with equal annual payments of principal. Interest on the unpaid balance will be charged at a rate of 2.0% over the true interest cost of the Bonds, estimated to be 5.468%. The City will make the first levy in 2023 for collection in 2024. Each year of collection of taxes and special assessments will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due in the following year.
STRUCTURING SUMMARY:	In consultation with City staff, principal repayment on the Bonds is structured over a term of 10 years around the estimated collection of assessment income to result in a level annual levy requirement.
SCHEDULES ATTACHED:	Schedules for the Bonds include: (i) sources and uses of funds, (ii) net debt service schedule for the Bonds, given current interest rate environment, and (iii) estimated assessment income.
RISKS/SPECIAL CONSIDERATIONS:	The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale. <u>Prepayment Provisions:</u> Bonds maturing on or after March 1, 2033 may be prepaid at a price of par plus accrued interest on or after March 1, 2032.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds are designated as bank qualified.

Post Issuance Compliance

POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for an exception to the rebate requirements for an issuer that issues \$5 million or less of tax-exempt obligations in a calendar year. The City does not expect to issue more than \$5 million of tax-exempt obligations in 2023; therefore, the City qualifies as a small issuer and the Bonds will be exempt from rebate.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors (Baker Tilly MA) currently provides arbitrage and continuing disclosure services to the City. Baker Tilly MA will work with City staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

\$2,600,000

City of Owatonna, Minnesota

General Obligation Street Reconstruction Bonds, Series 2023B

Issue Summary

Sources & Uses

Dated 10/26/2023 | Delivered 10/26/2023

Sources Of Funds

Par Amount of Bonds	\$2,600,000.00
Water Portion (OPU Cash)	720,000.00
Storm Water (City Cash)	449,000.00
Sewer Portion (City Cash)	298,000.00
Pre-Paid Assessments	40,000.00

Total Sources	\$4,107,000.00
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Uses Of Funds

Deposit to Project Construction Fund	4,031,691.00
Costs of Issuance	46,300.00
Total Underwriter's Discount (1.000%)	26,000.00
Rounding Amount	3,009.00

Total Uses	\$4,107,000.00
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\$2,600,000

City of Owatonna, Minnesota

General Obligation Street Reconstruction Bonds, Series 2023B

Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Levy Required
03/01/2024	-	-	-	-	-	-	-	-
03/01/2025	210,000.00	3.700%	116,711.21	326,711.21	326,711.21	343,046.77	67,738.43	275,308.34
03/01/2026	240,000.00	3.540%	78,861.00	318,861.00	318,861.00	334,804.05	62,519.82	272,284.23
03/01/2027	245,000.00	3.370%	70,365.00	315,365.00	315,365.00	331,133.25	60,228.74	270,904.51
03/01/2028	255,000.00	3.270%	62,108.50	317,108.50	317,108.50	332,963.93	57,937.64	275,026.29
03/01/2029	260,000.00	3.250%	53,770.00	313,770.00	313,770.00	329,458.50	55,646.56	273,811.94
03/01/2030	265,000.00	3.250%	45,320.00	310,320.00	310,320.00	325,836.00	53,355.46	272,480.54
03/01/2031	270,000.00	3.250%	36,707.50	306,707.50	306,707.50	322,042.88	51,064.36	270,978.52
03/01/2032	280,000.00	3.250%	27,932.50	307,932.50	307,932.50	323,329.13	48,773.28	274,555.85
03/01/2033	285,000.00	3.250%	18,832.50	303,832.50	303,832.50	319,024.13	46,482.18	272,541.95
03/01/2034	290,000.00	3.300%	9,570.00	299,570.00	299,570.00	314,548.50	44,191.10	270,357.40
Total	\$2,600,000.00	-	\$520,178.21	\$3,120,178.21	\$3,120,178.21	\$3,276,187.12	\$547,937.57	\$2,728,249.55

Dated	10/26/2023
Delivery Date	10/26/2023
First Coupon Date	9/01/2024

Yield Statistics

Bond Year Dollars	\$15,832.78
Average Life	6.090 Years
Average Coupon	3.2854513%
Net Interest Cost (NIC)	3.4496676%
True Interest Cost (TIC)	3.4716229%
Bond Yield for Arbitrage Purposes	3.2842432%
All Inclusive Cost (AIC)	3.8118283%

IRS Form 8038

Net Interest Cost	3.2854513%
Weighted Average Maturity	6.090 Years

\$419,000

City of Owatonna, Minnesota

General Obligation Street Reconstruction Bonds, Series 2023B

Assessments

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2023	-	-	-	-
12/31/2024	41,900.00	5.468%	25,838.43	67,738.43
12/31/2025	41,900.00	5.468%	20,619.82	62,519.82
12/31/2026	41,900.00	5.468%	18,328.74	60,228.74
12/31/2027	41,900.00	5.468%	16,037.64	57,937.64
12/31/2028	41,900.00	5.468%	13,746.56	55,646.56
12/31/2029	41,900.00	5.468%	11,455.46	53,355.46
12/31/2030	41,900.00	5.468%	9,164.36	51,064.36
12/31/2031	41,900.00	5.468%	6,873.28	48,773.28
12/31/2032	41,900.00	5.468%	4,582.18	46,482.18
12/31/2033	41,900.00	5.468%	2,291.10	44,191.10
Total	\$419,000.00	-	\$128,937.57	\$547,937.57

SIGNIFICANT DATES

Filing Date	11/15/2023
First Payment Date	12/31/2024



Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: August 30, 2023
RE: Federal Aviation Administration (FAA) grant agreement for the airport Security Fencing and Gates project.

Purpose:

To approve Resolution 76-23 authorizing the acceptance of the anticipated FAA grant agreement.

Background:

The project includes the construction of approximately 3,500 LF of 5' chain line fencing, manual maintenance access gates, and two automated gates with access control at the airport. The FAA grant agreement is for 90% funding participation for all eligible project costs.

Funding is available under the Public Law 117-58-Infrastructure Investment and Jobs Act referred to as the Bipartisan Infrastructure Law (BIL). These funds are to be administered by the FAA and directed to airport infrastructure improvements. Signed grants are due back to the FAA Airport District Office (ADO) by September 18th. The next City Council meeting is scheduled for one day later on the 19th. This project grant is anticipated but is not yet in hand, therefore in order to meet the FAA deadline this approval authorizes acceptance by signature of the City Administrator upon receipt.

Budget Impact:

The anticipated FAA grant offer is for \$188,224.00 for all eligible project costs including engineering, construction, and administrative costs. Anticipated funding for this project is as follows:

Federal Participation:	\$ 188,224.00
State Participation:	\$ 25,763.00
Local Participation:	<u>\$ 17,018.00</u>
Total:	\$ 231,005.00

Recommendation:

Staff recommends approval of Resolution 76-23 and authorizes appropriate signatures upon receipt of the anticipated grant in the amount of \$188,224.00.

RESOLUTION NO. 76-23

A RESOLUTION FOR AUTHORIZATION TO EXECUTE
FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT
FOR THE AIRPORT SECURITY FENCING AND GATES –
PHASE 1 PROJECT

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

1. Federal Aviation Administration Grant Agreement **number A.I.P. 3-27-0074-024-2023** is for the Security Fencing and Gates – Phase 1 project at the Owatonna Degner Regional Airport.

2. That the Mayor and Acting City Clerk are hereby authorized to execute this Agreement and any amendments thereto for and on behalf of the City of Owatonna upon receiving the grant in the amount of \$188,224.00.

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

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk





Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: August 30, 2023
RE: MnDOT Office of Aeronautics grant agreement for airport Security Fencing and Gates project.

Purpose:

To approve Resolution 77-23 authorizing the acceptance of the MnDOT Aeronautics grant agreement.

Background:

It is anticipated that the MnDOT Office of Aeronautics will be providing 5% funding participation towards the airport Security Fencing and Gates project for all federally eligible items and additional funding for non-federally eligible items. This authorizes the acceptance of the anticipated grant and directs signature by the City Administrator upon receipt similar to the federal grant agreement.

Budget Impact:

The anticipated MnDOT grant offer is for \$ 25,763.00 for all eligible project costs including engineering, construction, and administrative costs. Anticipated funding for this project is as follows:

Federal Participation:	\$ 188,224.00
State Participation:	\$ 25,763.00
Local Participation:	<u>\$ 17,018.00</u>
Total:	\$ 231,005.00

Recommendation:

Staff recommends approval of Resolution 77-23 and authorizes appropriate signatures upon receipt of the anticipated grant in the amount of \$ 25,763.00.

RESOLUTION NO. 77-23

A RESOLUTION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT
IMPROVEMENT EXCLUDING LAND ACQUISITION

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

1. That the State of Minnesota, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. 7401-103 for Security Fencing and Gates – Phase 1 Construction at the Owatonna Degner Regional Airport is hereby accepted.

2. That the Mayor and City Administrator are hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna upon receiving the grant in the amount of \$25,763.00.

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

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Owatonna Degner Regional Airport

TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: August 31, 2023
RE: Airport Security Fencing and Gates – Phase 1 project

Purpose:

City Council approval of Resolution 78-23 accepting bid and award of contract for the airport Security Fencing and Gates – Phase 1 project.

Background:

Bids were received and opened on August 8, 2023 for this project. Bids were received from three (3) companies as follows:

Bidders	Base Bid (5' galvanized fencing and gates)	Alternate #1 (Option for 5' Black Vinyl fencing and gates)	Alternate #2 (Option for Automatic Tilt Gates)	Alternate #3 (Option for Automatics Barrier Arm Type Gates)	Alternate #4 (Options for gate with vehicle exits detection not requiring pavement installation for each gate style)	Alternate #5 (Option for 6' Black Vinyl Fencing and Gates)
American Fence Company	\$213,665	\$13,337	\$92,329	\$41,113	4.1 \$33,752 4.2 \$93,310 4.3 \$43,108	\$19,423
Century Fence Company	\$192,738	\$21,867	\$92,695	\$37,744	4.1 \$36,740 4.2 \$91,396 4.3 \$34,894	\$66,705
Apex Fence	\$228,302	\$19,558	\$50,204	(\$7,496)	4.1 (\$1,000) 4.2 (\$1,000) 4.3 (\$1,000)	\$27,737
Engineers Estimate	\$220,000					

During the design phase, a number of project alternates were considered including options for black vinyl coatings, types of automated gates, and height of fencing. This allowed for review of options and pricing. For this reason and to allow flexibility depending on available funding, bid alternatives were also received and reviewed.

Based on available funding the base bid and alternate #1 are recommended. The lowest responsible bidder was Century Fence Company of Forest Lake, MN. The base bid and alternate #1 total \$214,605 (2.4%) below engineer's estimate for the base bid alone:

American Fencing Company (Base Bid + Alt. #1) = \$ 227,002.00
 Century Fencing Company (Base Bid + Alt. #1) = \$ 214,605.00
 Apex Fencing Company (Base Bid + Alt. #1) = \$ 247,860.00

Budget Impact:

The total construction project cost is as follows:

Construction:	\$ 214,605.00	(low bid for base bid and alternate #1 schedules)
Engineering:	\$ 13,900.00	
Administration:	\$ 2,500.00	
Total:	\$ 231,005.00	

Funding Participation

- The local share of this project is anticipated to be \$17,018.00.
- The total anticipated federal funding is \$188,224.00 from for eligible items under the FAA funding from the Bi-partisan Infrastructure Law (BIL Funds) representing approximately 81% of total project costs.
- The total anticipated state funding through the MnDOT Office of Aeronautics is \$25,763 for eligible items representing approximately 11% of the total project cost.

Recommendation:

Staff recommends approval of the Resolution 78-23 to approve bids and award the base bid and alternate #1 Contract to Century Fence Company contingent on securing the required federal grant in the amount of \$188,224.00 and state grant in the amount of \$25,763.00.

RESOLUTION NO. 78-23
A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the Security Fencing and Gates Project bids were received from three (3) companies. The following bids were received for the bid schedules selected (Base Bid + Alternate #1):

Bidder	Base Bid	Alternate #1 (Black Vinyl Coating)	Total
Century Fence Company, Forest Lake, MN	\$192,738.00	\$21,867.00	\$214,605.00
American Fence Company, Rochester, MN	\$213,665.00	\$13,337.00	\$227,002.00
APEX Fence, Rochester, MN	\$238,302.00	\$19,558.00	\$247,860.00
Engineers Estimate	\$220,000.00		

WHEREAS, the lowest responsible bidder was Century Fence Company, of Forest Lake, MN.

WHEREAS, City staff has reviewed the bids and recommends accepting the low bid for the project in the amount of \$ 214,605.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Century Fence Company in the name of the City of Owatonna for the Airport Security and Gates Project according to the bid documents subject to securing the anticipated federal and state grants for the project.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Aye __; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 79-23: Accept Parkland Donation for Dartt's Park - Maureen Henderson

Purpose:

Approval of Resolution 79-23 to accept a parkland donation for Dartt's Park from Maureen Henderson.

Background:

Maureen Casey Henderson owns 1.19 acres of land just east of Dartt's Park. The land was part of her childhood home on Parkview Place NE. After the house was sold, this parcel was retained by Ms. Henderson because of the fond childhood memories she had of this property.

The property is a natural wooded area and Ms. Henderson would like it to remain a natural wooded area for the community. She would like to donate it to the City to be a natural wooded area of Dartt's Park. She would like it maintained as a natural wooded area and not developed as active parkland. She has some stipulations within the resolution to ensure that the property is maintained as a natural wooded area, including demarcation signs around the parcel.

Budget Impact:

Like all other parklands, the City would be responsible for the demarcation signs and property maintenance. Since this is a natural wooded area, this should be minimal.

Staff Recommendation:

Staff recommends adopting Resolution 79-23 accepting this parkland donation.

Attachments:

1. Resolution 79-23 Land Donation - Maureen Henderson
2. Parcel map

RESOLUTION NO. 79-23

A RESOLUTION ACCEPTING DONATION OF LAND

WHEREAS, the City of Owatonna is authorized to accept donations of real and personal property pursuant to Minnesota Statute Section 465.03 for the benefit of its citizens; and

WHEREAS, Maureen Henderson has offered to donate to the City the following described real estate:

Outlot 1, Block 2, Luedtke Addition, Owatonna, Minnesota

(herein the “Premises”) to be used for park and trail purposes in perpetuity; and

WHEREAS, the City Council finds and determines that the acceptance of the Premises is in the public interest and promotes the general welfare of the City;

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

1. City of Owatonna does hereby accept the proposed gift of the Premises described above to be used for park and trail purposes in perpetuity.
2. The Premises shall be kept in their natural state to the extent practicable consistent with best practices for a natural park area, recognizing the need to control or remove noxious growth, dead trees, and any other matter harmful to the natural habitat.
3. To make certain that the donated parkland is maintained in its natural state, demarcation designating the park boundary with private property will be placed, maintained and enforced, so that there is no confusion in the future as to what constitutes the park. If private property owners have placed gravel or dumped yard waste on the donated property, it will be removed and the land restored to its natural state by planting native plants.
4. Demarcation will also be made between the wooded, donated property and existing Dartt’s Park, to assure that clearing or other encroachment does not occur into the donated property over time.
5. The City agrees to maintain the banks of Maple Creek abutting the property and restore and maintain the banks of the stream from erosion.

6. In the interim period of time while this transaction is being finalized, the City will take responsibility for any and all trees or tree limbs that may fall or interfere with the property of others or the flow of Maple Creek.

7. The Mayor and City Administrator are hereby authorized to execute any necessary agreements and accept delivery of the Quit Claim Deed and other documents on behalf of the City and to do all other acts and things necessary and advisable for the acquisition of the Premises.

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

Aye _____; No _____; Absent _____.

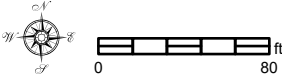
Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk/Treasurer

Parcel: 17-150-0001



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.



Miscellaneous



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: On-Sale Wine and Malt Liquor Licenses - The Smokin Silverback

Purpose:

Request Council approval of applications received from Ben Meyer for On-Sale Wine and Malt Liquor Licenses at The Smokin Silverback.

Background:

The Smokin Silverback at 1832 S Cedar Avenue opened earlier this year and is now requesting licenses to serve wine and beer. Building renovations have been completed and Ken Beck, Building Official, advised that the Final Certificate of Occupancy has been issued.

Background verification was completed and Captain Mundale has no objection to the issuance of this license.

These licenses will become effective upon receipt of all required items and effective for the remainder of the current licensing period, to expire on June 30, 2024.

Budget Impact:

\$375.00. \$100 background verification
50 application fee
125 On-Sale Wine License Fee (10 months)
100 On-Sale Malt Liquor Fee

Staff Recommendation:

Staff recommends approval contingent on receipt of all required license items.

Attachments:

None



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Facility Use Agreement - Use of Council Chambers - Owatonna Independent School District #761

Purpose:

Approval of the Lease Agreement with Owatonna School District 761 for use of the Council Chambers.

Background:

The City has offered the school district use of the new chambers for their board meetings. The sharing of this facility provides the community with a cost-effective use of the newly remodeled space and demonstrates yet another way in which the city and school district work together for the betterment of the Owatonna taxpayer. The three-year lease outlines the specifics of the days and times of use along with insurance requirements, indemnification language, and other details of use.

Budget Impact:

No rent will be charged to the school district for use of the chambers.

Staff Recommendation:

Staff recommends approval of the lease agreement.

Attachments:

1. Lease Agreement - Chambers - ISD #761

**LEASE AGREEMENT BETWEEN
THE CITY OF OWATONNA AND OWATONNA INDEPENDENT
SCHOOL DISTRICT No. 761**

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____ 2023 by and between City of Owatonna, Minnesota (herein “City”) and Owatonna Independent School District No. 761 (herein “ISD-761” or “Board”).

RECITALS

1. ISD-761 has requested to use the City facilities described below under the following terms and conditions:

Facility: City Council Chambers, City Administration Building, 540 West Hills Circle, Owatonna MN, 55060

Purpose: Meetings of the School Board

Starting Date: November 1, 2023

Ending Date: December 31, 2026

Days and time of use: The second and fourth Monday of every month as board meetings are scheduled from 5:00 pm to 8:00 pm or until the meeting is adjourned and other times with written consent of the City Administrator or designee. Other meetings may be scheduled based upon availability and upon mutual agreement between the City and School District.

NOW, THEREFORE, for good and valuable consideration, ISD-761 and City hereby agree as follows:

1. **Space.** ISD-761 may use the City Council Chambers (herein “Chambers”), on the days and at the times listed above for school board meetings. ISD-761 may also use common areas in the North Addition at the Facility such as waiting areas, hallways, and public restrooms. Any increase in hours of use and occupancy shall require prior written approval by the City Administrator or designee.

2. **Non-Business Hours Use.** ISD-761 shall be issued up to five (5) Key Card Access Cards for entrance into the Facility and designated areas. ISD-761 will only use the Key Card and key for entrance into areas and for purposes identified in Section 1. ISD-761 will not allow any unauthorized individuals to enter the Facility and will follow all facility use, closing and lock up policies and procedures as which shall be provided by the City to ISD-761 before commencement of the use of the Facility.
3. **Maintenance and Utilities.** City will provide maintenance and utilities for the Facility in accordance with its routine schedule and standards, including water and sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and telephone service. Licensee shall reimburse Licensor for all additional maintenance and services provided at Licensee request.
4. **Fees and Rent.** City will not charge ISD-761 any cash rent for and during the term of this Agreement. If the Board requests services not included in Section 3 above which the City had the facility to provide, then the City may provide the same but is under no obligation to do so. For any such services City will invoice ISD-761 for the cost of such services.
5. **Permitted Use of the Premises.** ISD-761 shall use the Facility in accordance with the terms and conditions of this Agreement and City's policies. The Board shall obtain any required permits for its use of the Facility. The Board shall make no use of the Facility that would be contrary to any federal or state law or any municipal ordinance or regulation, nor may the Board commit or allow any nuisance to exist at the Facility. The Board shall cooperate with City building and security personnel in ensuring public safety.
6. **City's Use of Facilities.** The Board acknowledges and agrees that the City retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations.
7. **Audience Capacity.** ISD-761 will not allow the number of persons in the Chamber to exceed the Chamber's maximum capacity. Any issue regarding the Chamber's capacity shall be determined by the Chief of the

City Fire Department or his or her designee in command at the time the issue arises, whose determination shall be final.

8. **Personal Property.** The Board shall occupy a small storage space designated by the City. The City is not responsible for any loss of or damage to any personal property of the Board, its guests, agents, or employees.
9. **Board's Obligations After Use of Facility.** The Board agrees to exercise due care in the use of the Facility and shall leave the Facility in the same good condition as it was on the Starting Date, normal wear and tear excepted. The Board shall reimburse the City for any and all costs the City incurs to repair any damage to the Facility or other City property, or equipment arising out of or connected with the Board's use of the Facility, unless such damage is caused solely by the City, its officers, agents, or representatives.
10. **Indemnification.**
 - (a) ISD-761 agrees to defend, indemnify, and hold harmless the City from and against all claims, liabilities or expenses (including reasonable attorney's fees) arising out of the Agreement, but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Board, its officers, employees or agents.
 - (b) City agrees to defend, indemnify, and hold harmless the Board from and against all claims, liabilities or expenses, (including reasonable attorney's fees) arising out of this Agreement to the extent caused by the negligent acts, errors or omissions of the City, its officers, employees or agents.
11. **Insurance.** ISD-761 shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Board, its officers, employees, agents, members, and anyone directly or indirectly engaged or employed by the Board from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:

- Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

The Board shall provide the City with a Certificate of Insurance naming the City as an additional insured.

12. **Termination.** Each Party has the right to terminate this Agreement without cause upon six (6) months' notice. Notwithstanding the previous sentence, the City or School District may immediately terminate this Agreement upon the occurrence of any of the following:
- a. If ISD-761 fails to maintain the insurance required under Section 11.
 - b. If ISD-761 or any Board member, officer, employee or agent fails to abide by the City's Keyboard policy or breaches any safety or security regulation or policy or provision of this Agreement which endangers the safety of persons or property.
13. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to City:

City Administration Building
Att: City Administrator
City Council Chambers
540 West Hills Circle
Owatonna, MN 55060
Tel: 507-774-7342

If to ISD-761:

Owatonna Public Schools
Att: Superintendent
515 W Bridge Street
Owatonna, MN 55060
Tel: 507-444-8600

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

15. **Miscellaneous**

- a. **Force Majeure.** Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods, or other natural disasters, strikes, governmental laws and regulations.
- b. **Emergency Closure.** The City may determine, at its sole discretion, that for reasons of health and safety and in the best interests of the public it may close the facility, as necessary.
- c. **Discrimination.** The Parties agree to be bound by applicable state and federal laws governing Equal Opportunity Employment and Non-discrimination.
- d. **Assignment.** ISD-761 shall not assign its rights under this Agreement without City's prior written consent.
- e. **Separate Legal Entity.** ISD-761, including its employees, volunteers or agents, is an independent legal entity and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between City and ISD-761 or its employees, volunteers, or agents.
- f. **Amendment.** This Agreement may be amended only upon mutual written agreement of the parties.
- g. **Entire Agreement.** This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement.

- h. Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- i. License Only. No tenancy whatsoever is intended to be created by this Agreement. The privilege granted to ISD-761 herein is not one of lease or grant, and will not give the Board any right, title, or interest in and to the Facility.
- j. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and will be enforced as amended.
- k. Costs, Expenses and Attorney's Fees. If either party incurs costs, expenses, or attorney's fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful party in such dispute will reimburse the prevailing party for its costs, expenses, and attorney's fees.
- l. No Third-Party Beneficiaries. Nothing in this Agreement will create any obligations by the City or ISD-761 to any person or entity not a party to this Agreement, including the Board's employees, volunteers or participants, or any other individuals employed by or under contract with Licensor or Licensee.

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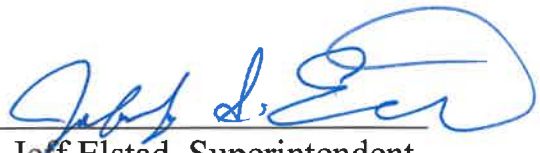
IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

LESSOR: City of Owatonna

**LESSEE: Owatonna Independent
School District No. 761**

By _____
Thomas A. Kuntz, Mayor

Date: _____

By 
Jeff Elstad, Superintendent

Date: 8/28/2023

By _____
Kris M. Busse, City Administrator

Date: _____

By 
Eric Schuster, School Board Clerk

Date: 8/28/2023



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Voting Operations, Technology and Election Resources Agreement - Steele County

Purpose:

Authorization to enter into the Agreement with Steele County for expenses directly related to elections.

Background:

During the 2023 Legislative Session, \$1.25 million was allocated annually for expenses directly related to elections statewide. Steele County received an allocation of \$9,264.31 and will retain seventy-five percent as the local Commissioner of Elections and also the administrator of absentee voting for the statewide general election. Owatonna's share of the remaining twenty-five percent of the Steele County allocation is \$1,602.94. This agreement will authorize the deduction of this amount from the annual cost of voting equipment maintenance or we purchase election items and file for reimbursement from the County up to this amount.

Budget Impact:

None, either option Owatonna receives \$1,602.94 from the state funds.

Staff Recommendation:

Staff recommends approval of this agreement with Option 1 to authorize a deduction from the cost of voting machine maintenance costs.

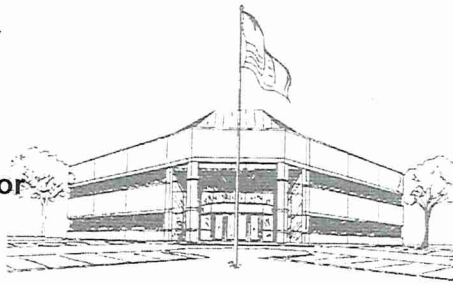
Attachments:

1. 2023-09-05 Steele Co Election Cost Agreement

STEELE COUNTY AUDITOR

Brenda Blood, Interim County Auditor

Karen Winter
Christine Laue
Susan Bendorf



Administrative Center
630 Florence Ave.
P.O. Box 890
Owatonna, MN 55060
Phone: 507-444-7410
Fax: 507-444-7470
Blooming Prairie 583-2283
Ellendale 684-2211

www.co.steele.mn.us

To: Cities & Townships
From: Brenda Blood
Date: July 28, 2023
Re: Voting Operations, Technology & Election Resources (VOTER) Account

As part of the 2023 Session Laws, Chapter 62 (Article, Section 43 and Article 4, Section 6) \$1.25 million has been allocated per year for expenses directly related to elections. By July 20 each year, starting in 2023, Office of Secretary of State will distribute funds to all 87 counties.

Funds must be allocated as follows:

- 50% is retained by the county
- 25% is allocated to each local unit of government responsible for administering absentee voting or mail voting in proportion to that unit of government's share of the county's registered voters on May 1 for the most recent statewide general election; and
- 25% is allocated to cities and townships in proportion to each city and township's share of registered voters in the county on May 1 for the most recent statewide general election.

Counties must distribute funds annually to cities and townships unless an agreement is reached. By December 31st of each year, the county will report to the OSS how they and their underlying municipalities spent the funds.

Attached is an Agreement providing 2 options for your city/township to consider. **Please fill in your city/township information at the top, choose your option, sign and date agreement and return to our office no later than September 15, 2023.**

Also attached is your annual maintenance billing. Please note that the previous billing sent out February 24, 2023 was for the period August 2022 through July 2023. The current billing is for the period August 2023 through July 2024. PLEASE NOTE: We have provided 2 separate billings: (1) if you choose option 1 on the attached Agreement; or (2) if you choose option 2 on the attached Agreement. PLEASE DO NOT PAY BOTH BILLINGS.

To summarize: please choose an option on the Agreement attached and pay the billing that corresponds with your option choice. Any questions, please call or email our office. Christine.Laue@steelecountymn.gov or Brenda.Blood@steelecountymn.gov with any questions, clarification or concerns. Thank you.

Agreement between _____ and Steele County (city/township)

As part of the 2023 Session Laws, Chapter 62 (Article, Section 43 and Article 4, Section 6) \$1.25 million has been allocated per year for expenses directly related to elections. By July 20 each year, starting in 2023, Office of Secretary of State will distribute funds to all 87 counties.

Counties must distribute funds to cities and townships by December 31st of each year unless an agreement is reached.

Funds may be used for any purpose that is directly related to election administration. The enabling legislation included the following categories:

1. Equipment
2. Hardware or software
3. Cybersecurity
4. Security-related infrastructure
5. Capital improvements to improve access to polling places for individuals with disabilities
6. Staff costs for election administrators, election judges and other election officials
7. Printing and publication
8. Postage
9. Programming
10. Local match for state or federal funds; and
11. Any other purpose directly related to election administration.

By December 31st of each year, the county will report to the OSS how they and their underlying municipalities spent the funds.

We, the city/township listed above agree to the following option (choose one):

- ☐ 1) County maintains annual allocation on behalf of city/township and agrees to apply funds toward annual maintenance billing.
- ☐ 2) County submits annual allocation directly to city/township and city/township agree to provide expenditure information by December 15th annually.

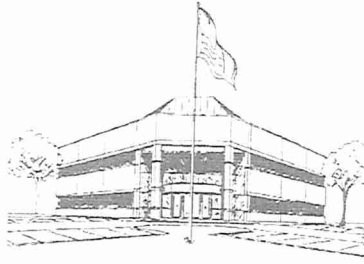
This agreement shall be effective until the law is amended by the legislature or upon written notification by the city/township.

Dated this _____ day of _____, 2023

Title: _____

STEELE COUNTY AUDITOR

Brenda Blood, Interim Co Auditor
Karen Winter
Christine Laue
Susan Bendorf



www.co.steele.mn.us

Administrative Center
630 Florence Ave.
P.O. Box 890
Owatonna, MN 55060
Phone: 507-444-7410
Fax: 507-444-7470
Blooming Prairie 583-2283
Ellendale 684-2211

July 28, 2023

OPTION 1

To: Township & Cities Clerks

From: Brenda Blood

Re: Annual Election Equipment Maintenance Agreement

A Resolution was passed December 27, 2005 adopting the County Election Equipment Plan to comply with the Help America Vote Act (HAVA). According to our plan the cost for the annual maintenance is to be allocated on a ballot usage basis per municipality.

I have provided the amount for your portion of the annual maintenance agreement as set out in the Steele County Election Equipment Plan.

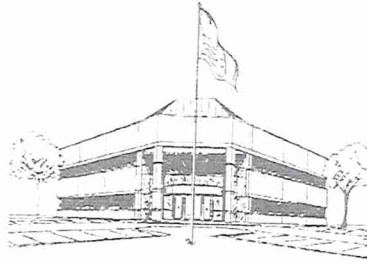
Please remit payment for your portion at your earliest opportunity. Thank you and if you have any question please call our office.

City/Township: City of Owatonna

Your portion:	\$12,633.39
VOTER allocation:	<u>- 1,602.94</u>
TOTAL DUE:	\$11,030.45

STEELE COUNTY AUDITOR

Brenda Blood, Interim Co Auditor
Karen Winter
Christine Laue
Susan Bendorf



www.co.steele.mn.us

Administrative Center
630 Florence Ave.
P.O. Box 890
Owatonna, MN 55060
Phone: 507-444-7410

Fax: 507-444-7470
Blooming Prairie 583-2283
Ellendale 684-2211

July 28, 2023

OPTION 2

To: Township & Cities Clerks

From: Brenda Blood

Re: Annual Election Equipment Maintenance Agreement

A Resolution was passed December 27, 2005 adopting the County Election Equipment Plan to comply with the Help America Vote Act (HAVA). According to our plan the cost for the annual maintenance is to be allocated on a ballot usage basis per municipality.

I have provided the amount for your portion of the annual maintenance agreement as set out in the Steele County Election Equipment Plan.

Please remit payment for your portion at your earliest opportunity. Thank you and if you have any question please call our office.

City/Township: City of Owatonna
Your portion: \$12,633.39



Public Works Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: American Engineering Testing WWTF Environmental Observation and Testing Agreement Amendment

Purpose:

Requesting Council approval of the Amended American Engineering Testing (AET) Proposal for Environmental Observation and Testing Services for the WWTP Expansion.

Background:

AET has been assisting with screening and manifesting impacted debris and soils removed from the WWTF site since July 2022. The volume of debris encountered and staff time has increased the initial estimated amount. This results in a significant increase to the contract cost.

Budget Impact:

The original American Engineering Testing Agreement for Environmental Observation and Testing Services was \$48,352.00. The proposed increases are:

Asbestos inspections and report prep \$18,000
Soil removal oversight and manifesting \$19,000
Project oversight and reporting \$3,000
For a Total Adjustment of \$40,000

The total amended contract amount will be \$88,352.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. American Engineering Testing Amended Agreement - WWTF Environmental Observation and Materials Testing

August 14, 2023



City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Attn: Mr. Sean Murphy, PE
Transmitted by email: Sean.Murphy@ci.owatonna.mn.us

RE: Budget Adjustment to AET Contract
Environmental Observation and Testing Services
Owatonna WWTF Expansion
Owatonna, MN
AET Project No. P-0015231

Dear Mr. Murphy:

American Engineering Testing, Inc. (AET) prepared a proposal, dated June 16, 2022, for environmental services at the Owatonna WWTF Expansion project. AET was given verbal authorization to proceed on this work, and communication was exchanged between the City and AET regarding the final terms of the agreement. We have not been provided with a final contract for this project to date; however, we have prepared this document to update our original budget to account for additional time needed to complete our services.

AET has been assisting with screening and manifesting impacted debris and soils removed from the WWTF site since July 2022. The volume of debris encountered and removed has far exceeded the amount originally estimated for this project, and AET staff have spent approximately twice as many hours as budgeted for the project for soil removal oversight. This additional time spent for the soil removal used up the budget we had allocated for predemolition/renovation asbestos and regulated waste testing for the buildings on the site. Additionally, we understood that the debris removal was completed in April this year; however, Rice Lake Construction indicated the need for additional debris removal for a deep building foundation and water main installation. Rice Lake estimated an additional four weeks for soil removal oversight would be needed. Based on the additional time needed for soil removal oversight and the amount of work still necessary to complete asbestos testing, we have prepared this budget adjustment to cover the additional fees necessary to complete the project.

The additional costs needed to complete the project will involve the following:

• Asbestos inspections and report prep	\$18,000
• Soil removal oversight and manifesting	\$19,000
• Project oversight and reporting	<u>\$ 3,000</u>
Total Adjustment	\$40,000

The original proposed contract amount was \$48,352.00. With the adjustment, the new contract totals \$88,352.00. We have included the original proposal as an attachment to this letter. Please adjust the contract dollar amount per this letter and have City staff finalize the contract.

Budget Adjustment
Owatonna WWTF Project, Owatonna, MN
AET Project No. P-0015231
August 14, 2023



Please don't hesitate to contact me if you have any questions regarding this letter or what AET has done for this project thus far.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink, appearing to read 'Mike Hultgren', is written over a light gray circular stamp.

Mike Hultgren, PG
Principal Geologist
Email: mhultgren@teamAET.com
Phone: 651-789-4649

Attachment: June 16, 2022 Proposal

June 26, 2023



City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

Attn: Mr. Sean Murphy, PE, Director of Public Works

RE: Environmental Observation and Testing Services Proposal
Owatonna WWTF Expansion
Owatonna, MN

Dear Mr. Skov:

American Engineering Testing, Inc. (AET) is pleased to offer environmental oversight and testing services to the City of Owatonna for the referenced project. This proposal is in response to the email request for proposal, prepared by Nero Engineering on May 17, 2022, and follow up correspondence. This proposal describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

BACKGROUND

AET completed environmental screening and sampling in conjunction with supplemental geotechnical exploration at the wastewater treatment facility in 2021. Potentially impacted soils and debris were encountered during the geotechnical exploration. Soils recovered from two of the borings, SB-5A and SB-13A, consisted of approximately 17 to 19.5 feet of fill containing bituminous, wood, brick and plastic fragments, and a bituminous odor was observed in the fill soils. The source of the debris and other constituents is unknown, though a portion of the Site was reportedly used as a landfill in the past. Analysis of soil and groundwater samples detected various contaminants at concentrations that will require special management of fill soils and water removed during construction. Details of our findings and recommendations are included in AET Report No. P-0004161, Soil and Groundwater Sample Results, dated January 7, 2022.

SCOPE OF SERVICES

Based on our review of past results and available plans, our anticipated scope of services is outlined below.

Soil and Groundwater Management Plan Preparation

AET will prepare a plan to be used to manage the disposition of soil and groundwater removed from the site during construction. This plan can be included with bid documents to inform project contractors of the need for special management of impacted materials. We understand that the City does not desire involvement from the Minnesota Pollution Control Agency (MPCA) for this project; thus, the plan will not be prepared in accordance with MPCA guidance.

1937 Seventh Street NW, Suite 1 | Rochester, MN 55901

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

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Excavation Observations and Soil Testing

AET understands that the excavation contractor will haul all fill containing debris to the Steele County Landfill as regulated waste. AET will assist in obtaining approval and manifests from Steele County landfill for disposal of the impacted debris and soils derived from the site. An AET field technician will be on-site to monitor excavated materials for visual and olfactory evidence of contaminant impacts, such as waste debris, staining, discoloration, building materials, or chemical odors. The technician will screen excavated materials for organic vapors using a photoionization detector (PID) equipped with a 10.6 eV lamp. The PID will be calibrated to an isobutylene standard to read in parts per million (ppm) by volume of benzene. It is anticipated that one PID reading will be obtained for each 50 cubic yards of impacted material excavated, depending on site conditions. The AET technician will provide manifests signed by the City to the trucks that are hauling contaminated soil and/or debris to the landfill. We require that the contractor obtain the signed manifest for each load from the AET representative. We understand that material that is not impacted will remain on the site for use as backfill on the construction project. Based on the anticipated excavation volume and accounting for potential contingencies, we estimate approximately six weeks of field time for environmental observation. This estimated schedule of work is fully subject to the direction of the City.

We have assumed AET will not be required to perform discharge water testing during dewatering operations, as the project specifications place the responsibility of water discharge permitting on the contractor.

Asbestos Inspections for Retrofit Work

AET understands that various demolition and/or renovation work will be done within the wastewater treatment facility. The attached site diagram depicts areas of planned demolition, planned renovation, and planned pipe work. AET estimates the areas depicted in the diagram to be approximately 91,000 square feet. AET will provide a Minnesota Department of Health (MDH)-certified asbestos inspector and lead risk assessor to evaluate building materials that will be disturbed during renovation/demolition. All asbestos, lead and PCB in caulking testing will be done in accordance with MDH and U.S. Environmental Protection Agency (EPA) protocols and methodology.

REPORTING

At the completion of construction, we will issue a final environmental report summarizing the results of excavation observations conducted on the site, if requested. Additionally, an asbestos inspection report will be prepared to document the results of sampling and analysis of building materials disturbed within the facility. The inspection report can be used by an abatement contractor, if asbestos/lead/PCBs in caulk is identified and needs to be abated prior to disturbing the building materials.



SCHEDULE OF FEES

Our services will be provided on a will-call basis, and invoiced according to the time and material unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. Based upon our review of the estimate construction schedule and proposed site demolition and retrofitting, we estimate a fee of \$48,352.

Even with a construction schedule, our cost estimation is not an exact determination of total fees. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions, or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET services will be provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of this proposal.



GENERAL REMARKS

We appreciate the opportunity to provide our services to you and we look forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'Mike Hultgren'.

Mike Hultgren, PG
Principal Geologist
Phone: 651-789-4649
Email: mhultgren@teamaet.com

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Jacob L. Heimdahl'.

Jacob L. Heimdahl, PE
Senior Geotechnical Engineer
Phone: 507-281-3547
Email: jheimdahl@teamaet.com

Attachments: Fee Schedule Tabulation
Attachment A: Unit Prices

AET PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

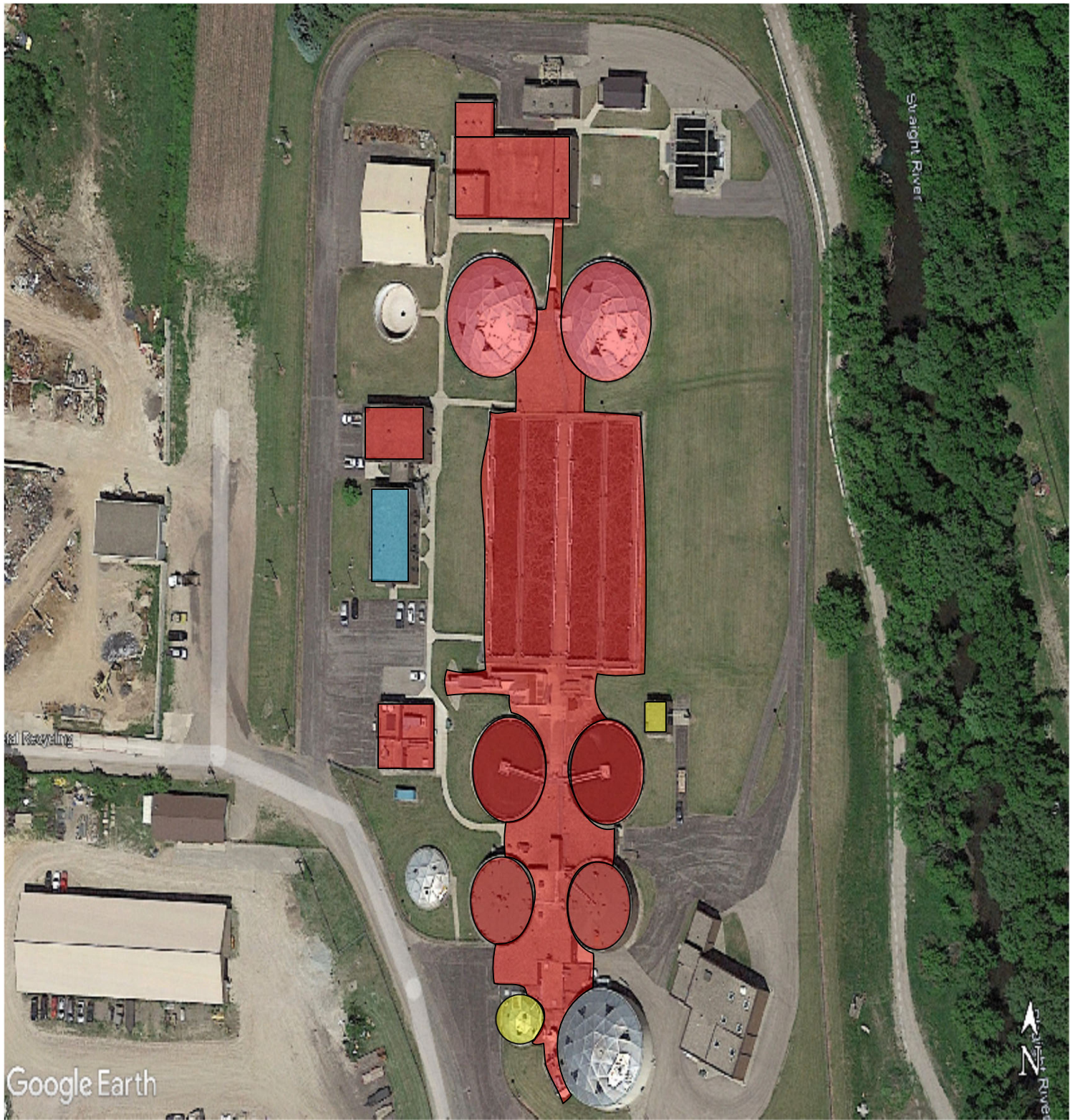
Typed/Printed

Name: _____

Company: _____

FEE SCHEDULE
ENVIRONMENTAL OBSERVATION AND TESTING SERVICES
OWATONNA WASTEWATER TREATMENT FACILITY
OWATONNA, MINNESOTA

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Excavation Observations and Asbestos Testing</i>			
1. Environmental Scientist II for asbestos inspection/sampling	45 hours	\$154.00	\$6,930.00
2. Environmental Technician for soil testing	200 hours	\$85.00	\$17,000.00
3. Personal or Company vehicle mileage.	2810 miles	\$1.00	\$2,810.00
4. Asbestos sample analysis	200 ea	\$10.00	\$2,000.00
5. Asbestos sample point counts	20 ea	\$55.00	\$1,100.00
6. PCB in caulk sample analysis	50 ea	\$98.00	\$4,900.00
7. XRF for lead paint testing	4 day	\$550.00	\$2,200.00
8. Asbestos sample kit/ladders	4 day	\$55.00	\$220.00
<i>Project Management, Reporting & Coordination</i>			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	24 hours	\$154.00	\$3,696.00
2. Senior Scientist/Engineer for consultation	31 hours	\$176.00	\$5,456.00
3. Drafting (subcontracted)	20 hours	\$102.00	\$2,040.00
ESTIMATED BUDGET			\$48,352.00



Google Earth

Legend

- Demolition – Full Inspection
- Interior Demo – Full Inspection
- Piping Only



Scale: Not to Scale

Figure 1
Site Diagram

Asbestos and Regulated Waste Inspection Scope

Owatonna WWTP
1150 Industrial Rd.
Owatonna, MN 55060

Date: 06/30/2022

AET Project No.: TBD

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

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

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

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

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

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

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

SECTION 4 - CONTAMINATION

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

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

SECTION 5 - SAFETY

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

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

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$2,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Liability	\$2,000,000 each accident
Professional/Pollution Liability Insurance	\$2,000,000 per claim
	\$2,000,000 aggregate

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

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

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

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

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

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

SECTION 10 - DELAYS

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

SECTION 11 - PAYMENT, INTEREST, AND BREACH

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

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

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

SECTION 12 - CHANGE ORDERS

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

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

The "American Rule" shall govern payment of Attorneys' fees and costs. Each party shall pay its own Attorney fees and costs.

SECTION 15 - MUTUAL INDEMNIFICATION

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

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, subject to the immunities and limitations on damages in MSA Ch. 466.

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total of the limits of coverage in section 9. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - GOVERNING LAW

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

SECTION 23 - ENTIRE AGREEMENT

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



Public Works Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Temporary Traffic Control at 18th Street SE and CSAH 48

Purpose:

Requesting City Council approval of proposed Temporary Traffic Control changes associated with the CSAH 48 and 18th St. SE roundabout project.

Background:

Due to unforeseen circumstances, the roundabout at 18th Street SE and CSAH 48 (Bixby Road) was not completed by the time classes commenced at the new Owatonna High School on 18th Street SE. The delay has created the need for City and County officials to implement temporary changes to provide a safe alternative route to the High School. This includes installing additional temporary stop signs at 18th Street SE and Hayes Avenue SE to make the T-intersection an all-way stop. "No Parking" signs will be placed on Hayes Avenue SE from Havana Road to 18th Street SE to improve visibility for traffic.

City and County staff will monitor traffic patterns near the High School and adjust traffic controls, if needed.

The intersection of 18th Street SE and CSAH 48 is expected to be open to traffic in November, weather permitting.

Budget Impact:

The budget impact is roughly \$700 plus staff time to coordinate and install.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



Administration Department

DATE: September 5, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Garbage & Refuse Hauling License - Bin Pro Dumpster Rentals - Janesville MN

Purpose:

Request Council approval of application received from Peder Lehrke for a Garbage & Refuse Hauling License. Mr. Lehrke's company, Bin Pro Dumpster Rentals, is located in Janesville, MN.

Background:

Bin Pro is a rental-only business offering 10yd, 15yd, 20yd, and 30yd rolloff dumpster containers and does not provide residential services. City Ordinance 117 requires companies to acquire a city-issued permit to haul debris within city limits.

A background verification was completed and based on this investigation, Chief Mundale has no objections to the issuance of this license.

Budget Impact:

\$225 received (\$75 annual license fee for one vehicle, \$50 application fee, and \$100 background verification for new license vendors.)

Staff Recommendation:

Staff recommends approval.

Attachments:

None