



CITY COUNCIL MEETING
Tuesday, November 7, 2023 at 7:00 PM
Chambers in the Charles S. Crandall Center
at 540 West Hills Circle
Roll Call: Council Members Burbank, Boeke, Raney,
Svenby, Voss, Dotson, & Schultz

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. The Council will meet with committee members of the Harry Wenger Marching Band Festival. Additional topics of discussion will include consideration of a sewer rate increase, a review of the ordinance regarding the number of animals allowed per household, and a brief update on the Proposed 2024 Budget and Levies. If time permits, there will be general updates on various boards and commissions.

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

1.1. Council Agenda

1.2. Public Hearings

1.2.1. Proposed Assessments - 2022 Street & Utility Project

1.2.1.1. Resolution 106-23: Adopt Proposed Assessments - 2022 Street & Utility Project

1.2.2. Proposed Assessments - 2023 Havana Road Project

1.2.2.1. Resolution 107-23: Adopt Proposed Assessments - 2023 Havana Road Project

1.3. Mayor Kuntz

1.3.1. Proclamation - Dedication of Owatonna Veteran's Memorial - November 11, 2023

1.3.2. Recommendation to the Housing & Redevelopment Authority (HRA) - Julie Fiske

2. CONSENT AGENDA ITEMS

2.1. Minutes

2.1.1. City Council Meeting - October 17, 2023

2.1.2. Airport Commission Meeting - September 14, 2023

2.1.3. OPU Commission Meeting - September 26, 2023

2.1.4. Human Rights Commission Meeting - October 10, 2023

2.1.5. Shade Tree Commission Meeting - October 16, 2023

2.2. Department Reports:

2.2.1. Fire - Monthly Dashboard and Activity Report - September 2023

2.2.2. Building Inspections Monthly Report- October 2023

2.2.3. Police Dashboard Reports - September and October 2023

2.3. Licenses/Permits

2.3.1. Event Permit - Owatonna Veteran's Memorial Dedication - November 11, 2023

2.3.2. Event Permit - Lighted Holiday Parade - December 1, 2023

2.3.3. Event Permit - Canadian Pacific Holiday Train - December 6, 2023

2.4. Miscellaneous

2.4.1. Engagement Letter for Actuarial Services - GASB 67/68 - Van Iwaarden Associates

2.4.2. Engagement Letter for Actuarial Services - GASB 75 Other Post-employment Benefits - Van Iwaarden Associates

2.4.3. Software Subscription Renewal - DebtBook

2.4.4. Service Fee Agreement - North Risk Partners

2.4.5. Proposal Land Survey & Civil Engineering Services - West Beltline Stormwater Pond - Jones, Haugh and Smith

2.4.6. Contract for Services - Speaker Fee - 2024 MLK Jr. Day Event - Humanize My Hoodie

2.4.7. Change Order 1 - Airport Fencing and Gates Project - Century Fencing Company

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 108-23: Accept RFP Proposals and Award Policy - 2024 Medical Insurance

3.2.2. Resolution 109-23: VAR-8 Side Yard Accessory Building - 1815 Greenhaven Lane NE

3.2.3. Resolution 110-23: VAR-9 Duplex Lot Size - 144 Selby Ave SW

3.2.4. Resolution 111-23: Award 2023 Fall Demo Quotes - JJD Companies

3.2.5. Resolution 112-23 Name 2024 Polling Sites

3.3. Miscellaneous

3.3.1. Change Order #8 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

3.3.2. Change Order #9 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

3.3.3. Traffic Engineering Services Proposal - Short Elliott Hendrickson Inc.

3.3.4. On-Sale Liquor License - Inside Swing LLC - 685 W Bridge St #5

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**



CITY OF
OWATONNA

Public Hearings

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, November 7, 2023 in the Council Chambers of City Hall at 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the 2022 Street & Utility Project.

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

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

Declared costs of improvement of the 2022 Street & Utility Project were \$2,402,651.97 of which \$363,616.76 is proposed as assessments.

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

Dated: October 3, 2023



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



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 106-23: Adopt Proposed Assessments - 2022 Street & Utility Project

Purpose:

Requesting City Council approval to adopt assessments for the 2022 Street & Utility Project with improvements to the following streets:

- 15th Street NE
- Linn Avenue SW
- Selby Avenue SW

Background:

Following notice to affected property owners and the public, a public hearing regarding the proposed assessments was held on Tuesday November 7, 2023. Notices of final assessment will now be drafted and sent to affected property owners.

The assessment will be repaid over a 10-year period. Since this project is finishing in 2023, the recommended interest rate is 6.0% which is based on the 2023 bond issue true interest costs of 3.99%. State statute recommends setting assessment interest rates 1%-2% above the current bond issue rate.

Budget Impact:

The City of Owatonna will collect \$363,616.76 in assessments as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. RES #106-23 Adopt Assessments 2022 Street & Utility

RESOLUTION NO. 106-23

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against abutting property for the cost of construction of the 2022 Street & Utility Project.

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2023, and shall bear interest at the rate of 6.0 (six) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before December 7, 2023 or interest will be charged through December 31 of the next succeeding year.

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

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

Aye __; No __; Absent __.

Approved and signed this ___ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, November 7, 2023 in the Council Chambers of City Hall at 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the 2023 Havana Road Project.

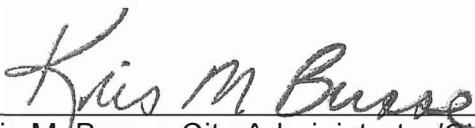
The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe that the measurements or calculation is in error, we would appreciate it if you would call the City Engineer's Office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

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

Declared costs of improvement of the 2023 Havana Road Project were \$1,017,507.04 of which \$99,638.76 is proposed as assessments.

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

Dated: October 3, 2023


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



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 107-23: Adopt Proposed Assessments - 2023 Havana Road Project

Purpose:

Requesting City Council approval to adopt the assessments for the 2023 Havana Road Project. The area improved was: Havana Road – Truman Avenue SE to Smith Avenue SE.

Background:

Following notice to affected property owners and the public, a public hearing regarding the proposed assessments was held on Tuesday, November 7, 2023. Notices of final assessment will now be drafted and sent to affected property owners.

The assessment will be repaid over a 10-year period. Since this project is finishing in 2023, the recommended interest rate is 6.0% which is based on the 2023 bond issue true interest costs of 3.99%. State statute recommends setting assessment interest rates 1%-2% above the current bond issue rate.

Budget Impact:

The City of Owatonna will collect \$99,638.76 in assessments as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. RES #107-23 Adopt Assessments 2023 Havana Road

RESOLUTION NO. 107-23

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against abutting property for the cost of construction of the 2023 Havana Road Project.

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2023, and shall bear interest at the rate of 6.0 (six) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before December 7, 2023 or interest will be charged through December 31 of the next succeeding year.

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

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

Aye __; No __; Absent __.

Approved and signed this ___ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Kuntz



CITY OF
OWATONNA

Minutes

Owatonna City Council Minutes
October 17, 2023 – DRAFT COPY

On Tuesday, October 17, 2023, at 7:00 p.m. Council President Schultz called the regular session of the Owatonna City Council to order in the Gainey Room at the Owatonna Public Library. Present were Council Members Raney, Voss, Burbank, Boeke, Dotson, Svenby, and Schultz; Mayor Kuntz; Community Development Manager Kruschke; Fire Chief Hoffman; Park and Rec, and Facilities Director Tuma; Communications Manager Sheely; IT System Administrator Sticken; City Attorney Walbran; and Administrative Coordinator Clawson.

Council Agenda

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

Council President Schultz explained the process for the public hearing planned during this meeting.

Public Hearing – Proposed Assessments for Mowing and Nuisance Compliance Costs

Fire Chief Hoffman presented the proposed Assessment Roll of properties owing for outstanding mowing and nuisance compliance costs totaling \$2,060.98. The amount varies from the amount declared for assessment by Resolution 90-23 approved during the September 19, 2023 City Council Meeting as payments were received for two outstanding invoices.

At 7:02 p.m., a public hearing was opened for comments on the proposed assessments. With no comments heard, at 7:03 p.m., Council Member Raney made a motion to close the public hearing. Council Member Svenby seconded the motion, all members voted aye in approval. Council Member Boeke commented that the City doesn't do this to make money but is required to follow the City Ordinances. Violation Notices were sent and if not complied to costs incur in the property owners have not taken care of their property.

Resolution 103-23: Adopt Proposed Assessments for Mowing and Nuisance Compliance Costs

Council Member Dotson made a motion to approve Resolution 102-23 to adopt the proposed assessments setting the term of repayment at one year with an interest rate of six percent. Council Member Svenby seconded the motion, to all members voted aye for approval.

Mayor Kuntz commented that the City's procedure for proclamations was changed this spring. Mayor's Proclamations will be listed on Council Agenda, shared in the Council Packet, and posted on the City's website; but will not be read in full during the Council Meeting. Tonight, acknowledging the proclamation for Red Ribbon Week from October 23-27, 2023 with a kickoff event at the Owatonna High School next week on October 24th.

CONSENT AGENDA

Minutes – City Council Meeting – October 3, 2023

Minutes - OHRC Meeting - September 12, 2023

Building Inspection Monthly Report- September

Weed & Nuisance Inspection Report - September 27, 2023

Temporary Liquor License - Owatonna Arts Center Wine Tasting Event - November 8, 2023

Temporary Liquor License - Two Rivers Habitat for Humanity - April 6, 2024

Temporary Liquor License - Mineral Springs Brewery at Kibble Equipment - November 16, 2023

Facility Use Agreement - Owatonna Church of Christ – multipurpose room at West Hills Social Commons – 2024 agreement

Lease Agreement - Steele County Healthy Seniors - office and storage space on the 3rd floor of West Hills Social Commons - 2024 agreement

Yoga Instructor Agreement - Denise Stewart - provide yoga instruction for the City's Adult Leisure Pursuits Yoga program at West Hills Social Commons or West Hills Fitness Center during 2024.

Facility Use Agreement – AARP at West Hills Social Commons during 2024.

Stormwater and Facility Maintenance Agreement - Owatonna Apartments LLC new facility located at 2575 Cedar Avenue North, The City requires that on-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in this agreement.

Proposal 26th St Pond - North Cell Survey and Restoration Plan - Jones Haugh & Smith will provide professional surveying and engineering services for the 26th Street Pond - North Cell. The pond serves as the stormwater treatment system for multiple City neighborhoods, north of 26th Street, as well as a significant amount of agricultural land to the north and east (~1,000 Acres). Significant deposition of topsoil has been observed throughout the conveyance system connecting the upstream drainage ditch to the pond. Collection crews have since cleaned out the NE pond inlet culverts and the Streets Department has conducted vegetation mitigation in the area. After further inspection, the pond appears to need dredging in the NE quadrant. Conducting the survey will evaluate the extent of the dredging. Treatment review will be performed to learn the pond's overall treatment capacity and ensure it meets the latest design requirements outlined by the MPCA. Modifications will be implemented where feasible and cost effective, cost of services will be \$13,800.00.

Training Contract - Riverland Community College

The City partnered with Riverland Community College's Customized Training and Education team to design a 'Fundamentals of Supervisory Leadership' certificate program for City leaders in 2022. The certificate program was delivered in a six-month cohort format for City of Owatonna employees. The City is continuing this partnership with Riverland to offer a second cohort November 2023 - April 2024. The program outline will include foundations of supervisory management, communication strategies, accounting for non-financial managers, conflict management, critical thinking/problem solving, change management, and team building. The cost for twelve participants in the six-month cohort will be \$6,480.

Lease Agreements - Club Car/DDL Finance (Fleet and Utility Carts)

Two lease agreements with DDL Finance LLC for rental carts and utility vehicles provided by Club Car Minnesota to Brooktree Golf Course. Vehicles provided are 35 Gas and 5 Electric Golf Fleet Carts (all with GPS) for \$49,244.90 annually and two Electric Utility Carts for \$5,188.74 (plus tax) annually.

2023 City Administrator Performance Evaluation Proposal and Engagement Plan

The City has partnered with Employee Strategies on workplace culture initiatives since 2022; the City Council will use this service to guide them through the City Administrator's 2023 performance evaluation. The project outline will include a combined (electronic survey + 1:1 interviews) evaluation based off the organization core values. Employee Strategies will compile data and summarize in a written report to be delivered at a Closed Council Executive Session. The cost for this service will be \$8,750.

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

Finance Report

Council Member Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$731,291.46. Council Member Boeke made a motion to approve payment of all bills presented, Council Member Burbank seconded the motion, and all members present voted aye in approval.

Resolution 99-23: Resolution 99-23 Merrill Hall HVAC Project Agreement

Parks, Trails, Recreation and Facilities Director Tuma requested approval of Resolution 99-23 regarding the Merrill Hall building upgrades. ICS was contracted in 2019 to produce a Facilities Assessment and Project Plan for all City-owned facilities. This plan was presented to the City Council in July 2020 detailing deferred and upcoming maintenance needs. A Buildings Task Force was formed in April 2022 comprised of City staff and elected officials who toured 21 core City buildings with immediate capital needs including Merrill Hall. In July 2022, the Task Force findings were presented at a City Council Study Session. The City Council unanimously agreed to support retaining and investing in Merrill Hall. The Council expressed support for developing a strategic, long-term plan for capital improvements for all City-owned buildings along with a funding plan. In March 2023, the City entered into an agreement for ICS to identify the preliminary scope of work for Merrill Hall.

The first phase will include electrical and lighting upgrades, HVAC equipment, asbestos removal, fire sprinkler system and roofing. The second phase will be defined at a later time. Details for phase one project scope:

- Replace the indoor and outdoor lighting with modern LED lighting (theater space not included).
- Upgrade the building's electrical service and main distribution panel to accommodate added cooling electrical load.
- Install two high-efficiency boilers, hot water pumps with Variable Frequency Drive (VFDs), hydronic specialties and insulated hot water supply/return piping to serve all new heating equipment in the daycare portion of the building (theater space is not included).
- Install a ducted Variable-Air-Volume (VAV) ventilation system with hot water heating and direct expansion (DX) cooling/dehumidification. The air handling unit will be installed on the lower level. An air-cooled condensing unit will be located on the ground behind the building. Terminal VAV boxes with hot water reheat will be provided for each zone of the daycare portion of the building (theater space not included). Install a dedicated heating and ventilation-only air handling unit to serve the theater scene shop. Page 121 of 281
- Remove existing Asbestos Containing Materials (ACM), boiler, condensate handling equipment, steam/condensate piping, cast iron, radiation, chiller, chilled water pumps/pipe, unit ventilators, fac-coil units, residential gas/DX units.
- Install an addressable fire alarm system with voice notification and fire sprinkler system to protect the entire building. A dry system will be required in the attic and a new water service will be needed to serve the system.
- Install automatic Direct Digital Controls (DDC) and a facility management system to efficiently operate the building's HVAC system with optimal indoor environment comfort and control. This includes theater space HVAC.
- Replace the existing roofs. The project timeline will start this fall with developing the plans and design and ordering equipment.

The on-site construction is expected to begin in January 2024. Due to the AC equipment availability, the overall completion will be in the fall of 2024, with the AC completed by spring 2025. Asbestos removal (ACM) is part of the overall project. The cost is included in the project budget; however, it is not part of the ICS agreement. The City will bid and procure this specialized work independently. This ICS HVAC Agreement has a guaranteed maximum price of \$5,297,847 with no change orders within the project's scope. Energy Saving Rebates available through OPU are expected to help partially fund the renovations. The City intends to issue bonds next year to finance this project. The 2024 levy has been increased to account for this project. The bonds will be repaid over 20 years with a debt

service levy. The City Council declares its official intent to reimburse itself for the cost of these improvements from the proceeds of tax-exempt bonds.

Director Tuma commented Aaron Fitzloff, Building and Grounds Manager and Teresa McCormack, CRW Architect were present to answer any questions. Council Member Boeke commented that this project will be disruptive to the businesses within Merrill Hall and if the City would cover the cost to relocate during project renovation. Tuma responded the City would not set up storage for current tenants but if they relocate during this period, we will forgo their monthly rent payments. Council Member Dotson commented this is a large investment in this facility and hopefully there will be additional ways to utilize this building when this project is complete. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion, all members voted aye for approval.

Resolution 104-23: VA-7 Lot Size Variance – 218 Phelps Street E

Community Development Manager Kruschke presented Resolution 104-23 for VAR-7 at 218 Phelps Street E. This was a request by Malaika Barlow for a lot size variance on a 7,536 square-foot lot where 10,000 square feet is the required minimum lot size for a two-family dwelling in the R-5, Medium Density Residential District. The building was previously registered and sold during 2021. The Planning Commission held a public hearing on this request and recommend approval with these conditions:

- a) The units shall be registered with the Rental Registration program.
- b) The property shall not contain more than 2 units at any one time.
- c) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.

Council Member Dotson made a motion to approve Resolution 104-23 with conditions as recommended by the Planning Commission. Council Member Svenby seconded the motion, all members voted aye in approval.

Resolution 105-23: Adopt New City Brand and Logomark

Communications Manager Sheely commented the City partnered with the Chamber and other community stakeholders to provide funding, secure a contract with North Star Place Branding + Marketing and form an advisory committee to research and launch a community-wide brand.

Sam Preston, Director of Project Management was introduced to recap the city's process and show how the community brand will be used. A brief summary of the full 300+ page presentation, currently available on the City's website, was shown. North Star received 2,348 unique survey responses from residents, entrepreneurs, companies and visitors. Their research was conducted inside and outside the community to uncover perceptions, attitudes and what's unique about Owatonna. They presented their research findings across the community in August to accurately portray Owatonna. North Star lead the advisory committee through the process of crafting a narrative, graphic elements and a logomark that reflects the research findings. The committee unanimously approved a community-wide logomark on September 13 which will be utilized across the community by multiple stakeholders. Five partner logos were then developed to customize the community-wide brand for the City of Owatonna, Owatonna Partners for Economic Development, the Owatonna Area Chamber of Commerce, Visit Owatonna and Main Street Owatonna. This research-driven, community-wide identity initiative will help Owatonna stand out in the marketplace, increase interest and investment in the community from residents, entrepreneurs, companies and visitors.

Sheely requested the Council approve Resolution 105-23 adopting the new city brand and logomark. Council President Schultz commented the Council did review the full presentation during the Study Session prior to this meeting. Council Member Boeke made a motion for approval, Council Member Raney seconded the motion, all members voted aye in approval. Sheely thanked Council

President Schultz for serving on the advisory committee. Council President Shultz also thanked all the committee members and members of the community who participated including Brad Meier, Glenda Smith and Lisa Cochran from the Owatonna Chamber of Commerce.

STAFF REPORTS

Fire Chief Hoffman commented that the annual Fire Fighter Banquet was held last week honoring Mitch Terpstra, a Paid-on-Call Fire Fighter as the Fire Fighter of the Year. The Fire Department partnered with the Park & Rec Department for a prairie burn at Leo Rudolph Nature Reserve last week. Seven new paid-on-call fire fighters just completed their state testing and their final test will be a live burn planned on Fremont Street this Sunday. The City is partnering with Riverland Community College to offer an online Fire Fighter course at Owatonna High School; this semester there are 22 students participating. The Canadian Pacific Railroad Holiday Train will be stopping in Owatonna on December 6th. He is working through the hiring process with the Human Resources Department for the Assistant Fire Chief/Marshall position.

Park and Recreation and Facilities Director Tuma commented that a neighborhood ice rink will be placed in the Country View area this winter. She is working with contractors to complete the Council Renovation Project; the next City Council Meeting will be the first meeting held in this new space and she thanked Library Director Blando and staff for accommodating meetings over the last seven months.

Community Development Manager Kruschke introduced Planning Specialist Sydnee Stroeing. Sydnee has been working for several months in the Community Development Department. She has been working requests for Variances and Conditional Use Permits and Council will see her Staff Reports so Kruschke he wanted to formally introduce her to the Council and Mayor.

Human Resources Director Thamert thanked Council for renewing the agreement with Riverland Community College for the Supervisor Training cohort. This group will meet one morning each month for six months and be similar to the training offered last year which included participants from every department. The Human Resources Department is focusing on a people system, Core Values have been identified and they are now working to embed these into our employee handbook and resource materials. Staff is preparing for the annual employee benefit enrollment period and working through the hiring process with the Fire Department for an Assistant Fire Chief and with Public Works for engineer staff.

Communications Manager Sheely commented she has seen a lot of progress with other entities when collaborating. A news release was just issued regarding closure of Rice Lake Street for railroad maintenance next week. She has been working with Steele County Public Works to provide information to mutual stakeholders regarding the work planned for the county's east side corridor project. She is also preparing to send information about the City's Winter Parking Ordinance which goes into effect November 15th.

PUBLIC COMMENTS

Gale Jorgenson, 249 E Main Street commented that the new logo design reminds her of a roundabout and suggested additional art designs be considered. She then suggested the City assist Wee Pals relocate to another location during renovation of Merrill Hall.

Lisa Cochran, Owatonna Chamber Main Street Director thanked the City and Council Members for approving the 2023 Downtown Thursday Events. City Staff members helped with the permit approval process, set-up and during events if needed. She greatly appreciates the relationship between the Owatonna Chamber and the city and is looking forward to future events.

John Havelka, 1580 Woodcrest thanked Greg Kruschke, Community Development Manager for recently speaking to the Owatonna Early Edition Rotary about the Owatonna 2050 Plan. He then commented several clients recently commented about anticipated property tax increases. He believes the proposed 9.1% levy increase is high, this would be a 27% compounded increase over

the last three years. Businesses and citizens have all seen increased costs, he asked Council Members do a deep review of the proposed levies and budgets to lower this amount during the budget process.

Melissa Zimmerman, 2525 Stoney Creek Dr commented she represents the North County neighborhood and she contacted the Steele County Engineer's office regarding the proposed east side corridor project. In 2000, a 150-foot Right-of-Way was established on the official map for the future East Side Corridor. Structures have been built within this area and these property owners do not want to lose their property if the road were constructed with the use of 29th Avenue.

Matt Sennott, 2519 Stoney Creek Dr spoke on behalf of residents in the North Country subdivision and additional properties north of this area. They are not against an east side corridor, they oppose the location currently proposed by the City and County. We have a petition signed with 200+ signatures against the use of 29th Avenue and recommend 32nd Avenue be used for this purpose.

Adam Warnke, 2510 Timberwood Lane NE, commented he and many others in their neighborhood appreciate the hard work Melissa and Matt have done to ask for reconsideration of the proposed East Side Corridor. They want the best for Owatonna and hope there will be a thoughtful decision for location of this long-term plan which will be detrimental to their neighborhood.

Scott Limberg, 422 S Cedar Avenue commented he has heard both sides of the argument for location of the East Side Corridor at both City and County Meetings. He also believes that 32nd Avenue would be a better use for the east side corridor than 29th Avenue. He thanked the City and Council Members for investing in the city's older buildings so they will be preserved for future use. He concluded with a comment about the new City Logo saying everyone will have their own first impression of the new design. When he first saw this design, he saw a solid core that reminded him of Central Park surrounded by green neighborhoods and did not see a roundabout.

COUNCIL COMMENT AND GENERAL INFORMATION

Council Member Boeke thanked Officer Oeltjenbruns for attending tonight's meeting. It was good to hear of Park and Rec plans to build a neighborhood ice rink in the Country View neighborhood this winter. Hopefully, this will be the start to developing a park in this area.

Council Member Svenby thanked IT System Administrator Sticken and Administrative Coordinator Clawson for setting up the Gainey Room for the Council Meetings over the last seven months.

Council Member Voss thanked the Owatonna Exchange Club for hosting the Fire Fighter Banquet last week and congratulated Mitch Terpstra as the 2023 Fire Fighter of the Year. He then thanked Glenda Smith, Tourism Director for coordinating the Governor's Pheasant Season Opening Event last weekend, with two rainy days the events were moved to the Beer Garden at the Steele County Fair Grounds and everything turned out great.

Mayor Kuntz commented he received a letter from Congressman Brad Finstad, expressing congratulations to Owatonna for being named the Minnesota Retail Association's Retail Community of the Year.

Council President Schultz commented it has been nice to hold the City Council Meetings at the Library during the Council Chambers Renovation Project and looking forward to meeting in the new Council Chambers.

ADJOURNMENT

At 8:11 p.m., Council Member Raney made a motion to adjourn, Council Member Boeke seconded the motion, and with no objection heard the meeting ended.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator

Airport Commission Meeting Minutes
September 14, 2023 – Owatonna Degner Regional Airport
“DRAFT”

1. Call to Order

Chair Thurnau called the meeting of the Airport Commission to order at 5:00 PM.

2. Roll Call

Attending

Madeleine Haberman	Commissioner
Angie Lipelt	Vice Chair
Anthony Louris	Commissioner
Tim McManimon	Commissioner
Daren Tarpenning	Commissioner
Matt Thurnau	Chair
Dave Beaver	Airport Manager

Visitors

Ron Roetzel	Bolton and Menk
-------------	-----------------

3. Approval of Agenda

Commissioner Lipelt made a motion to approve the agenda and Commissioner Louris seconded the motion. The motion was approved.

4. Minutes

Commissioner McManimon made a motion to approve the minutes from the August 10, 2023 Airport Commission meeting and Commissioner Lipelt seconded the motion. The motion was approved.

5. Action Items

Chair Reports

Chair Thurnau welcomed those in attendance to the meeting. There were no further Chair Reports.

Staff Reports

Airport Manager Beaver provided a brief report on airport activities, recent business arrivals, and activity at Accelerated Aviation flight school. Mr. Beaver reported on fall maintenance activities including brush control, electrical work, and other preventive maintenance items. Mr. Beaver also explained that the August Civil Air Patrol Fly-In/Drive-In breakfast appeared to be a success and was well attended.

Regarding the new fall planters now placed at the front entrance to the terminal building, Mr. Beaver explained that Becky Wolfe has donated the planters in memory of Kyle Wolfe who enjoyed aviation and spent much time at the airport. Mr. Beaver read a brief statement from Ms. Wolfe regarding the donation and reported that Ms. Wolfe intends to change the arrangement per the season. There was general appreciation expressed by the Airport Commission for the very decorative and fitting memorial.

- *Consultant Selection*

Airport Manager Beaver explained that a draft Request for Qualifications (RFQ) for the airport consultant selection process has been completed. This process is required by the FAA to ensure that a competitive process is utilized for professional airport engineering services and is typically completed every five years. Mr. Beaver explained that the draft schedule will involve submittal due dates and possible interviews within the next couple of months as part of the process. Mr. Beaver asked for interest from Airport Commission members that may want to serve on the selection committee. Commissioners Louris and Tarpenning volunteered to serve on the selection committee. Chair Thurnau thanked the members for participating in the process.

Mr. Beaver also explained that a similar process may be used in the coming months to review and select an aviation fuel supplier. Commissioner McManimon suggested that it may be a good idea to develop a policy regarding this selection process to help provide for a regular schedule for selection and timing of review.

Security Fencing Project Update

Airport Manager Beaver provided an update on the airport security fence project and explained that the City Council has accepted the bids and awarded the project to Century Fence Company. Mr. Beaver explained that the funding participation from FAA and MnDOT grants were also approved at this meeting for the anticipated amounts.

The project includes the installation of fencing along the frontage of the airport and through the main hangar building and terminal area as well as two automated gates and includes the alternate for the black vinyl coating. Mr. Beaver presented a number of project drawings submitted by the contractor. There was a discussion regarding maintenance needs of the fencing. Commissioner Louris and Tarpenning suggested that additional costs be anticipated and budgeted for weed control and snow/ice removal. There was a discussion regarding snow and potential operational issues with a slide type gate at the ramp access location in the alley as discussed with the contractor and some concerns received from hangar owners in that location to consider a tilt type barrier arm option. After discussion, Commissioner Haberman made a motion in favor of Airport Commission support for installing a barrier arm type gate in the alley access location due to functionality and practicality concerns barring any unforeseen issues with State or FAA requirements or funding and Commissioner Lipelt seconded the motion. The motion was approved.

10-Unit T-Hangar and Taxilane Project Update

Chair Thurnau introduced Ron Roetzel with Bolton and Menk for an update on the T-Hangar project. Mr. Roetzel provided a brief update on the remaining items on the project including schedule and final punch list completion. Mr. Roetzel presented Pay Estimate 5 for work completed to date and recommended approval. Mr. Roetzel explained that there is

adequate fund retained to address any project completion issues. After discussion, Commissioner McManimon made a motion to recommend approval of Pay Estimate 5 for the T-Hangar project and Commissioner Haberman seconded. The motion was approved.

For other business, Mr. Beaver explained that there is a scheduling conflict for the October 12th regularly scheduled meeting. After discussion, Vice Chair Lipelt made a motion to move the October 12, 2023 meeting to October 19, 2023 and was seconded by Commissioner Louris. The motion was approved.

6. Adjournment

The Airport Commission meeting was adjourned at 6:30 PM.

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Doyal and Vetter. Absent was Commissioner Johnson. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technologies & Metering Baum; Manager, Facilities & Gas/Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation & Key Accounts Officer Hendricks; Accountant Lori Jerpbak; and Accounting Specialist Shanda Meier. Kent Myers, Vision Companies, attended via Microsoft Teams.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for approval of the agenda and the consent agenda. The consent agenda items contained the minutes from the August 29, 2023 Commission meeting as well as the contributed services report as of August 31, 2023. Commission Doyal moved to approve the agenda and consent agenda. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed and approved vouchers totaling \$6,034,843.00. He reported three work orders were closed, leaving 51 work orders still open.

Personnel Committee – Commissioner Rossi reported the Personnel Committee met. They received updates on one OSHA recordable that is being cause mapped, health insurance considerations for 2024 and a staffing report. There is one position open for a Meter Serviceworker.

City Administrator's Report

City Administrator Busse reported On September 19, the City Council adopted a preliminary budget and levy with a 9.05 percent increase over last year. Discussions about next year's budget began in June along with invitations to community members to provide input throughout the process. The final budget can be reduced from the preliminary budget but cannot be increased. There are two main drivers of the 2024 budget. Personnel, and Capital Improvement projects. Low unemployment rates and strong competition for the workforce requires employers to provide compensation and benefits that encourage retention. The 2024 budget will include an annual increase in wages and steps equivalent to roughly 4.5 percent of the overall levy. The City must also plan to fund State-mandated Workplace Sick and Safe requirements. A conscious decision has been made annually with the budget process to maintain minimal staffing levels. When compared to similar sized, growing communities, Owatonna's headcount is well below the average. New positions are being added to the 2024 budget to help address workloads and right-size our workforce to meet the community's needs as it grows. In terms of capital improvement projects, The City Council adopts an annual five-year Capital Improvement Plan (CIP) which identifies upcoming capital needs. The 2023 legislative session increased Owatonna's Local Government Aid (LGA) by \$890,000 which has been earmarked to address an extensive backlog of urgent deferred maintenance on City-owned buildings. The City is committed to preserving and utilizing buildings on the West Hills Campus through partnerships that support key needs of the community such as daycare, cultural and historical organizations and the arts. Plans are being developed for investing in these buildings to help position the City long-term to address and plan infrastructure needs in a way that delivers the highest value for taxpayers. Three percent of the proposed 2024 levy increase is allocated to increase annual funding for the CIP.

The City strives to align tax capacity with population and business growth. Owatonna taxpayers have benefitted from the tremendous amount of new construction and growth that has exceeded most of our neighboring communities. Our levy increases have, historically, remained below our tax capacity increases

generated by growth. The rate at which the City has taxed properties over the past five years is consistently low because it has been offset by Owatonna's increased tax capacity. The City's actual tax rate in 2023 and the one proposed for 2024 is lower than it has been in the past five years because tax capacity is growing. Owatonna's 2023 tax capacity increased by 17 percent; however, the City levy only increased nine percent. For 2024, tax capacity is projected to increase by seven percent which helps offset the impact of the City's proposed 9.05 percent proposed levy increase. The final budget and levy will be adopted on December 19. In the meantime, the city will continue to review and analyze the 2024 budget and hopefully be able to reduce the preliminary levy based on updated information.

Load Control and Energy Management Policies

General Manager Warehime presented the Load Control Program and Energy Management Program policies to the Commission. He noted, previously both programs were included in the same policy. We are proposing to separate the two programs for the 2024 cooling season. Energy Conservation & Key Accounts Officer Hendricks distributed an acronym explanation sheet and noted the EM program is for large customers offering them an incentive for load shedding. The LM program is a residential program which controls central air conditioners during peak electrical usage. Mr. Hendricks discussed why the policies are being looked at and noted, the language for the LM program did not change. He further explained definitions used in the EM program, discussed the history for the current program, as well as proposed changes. Proposed changes include overhauling the incentive structure, encouraging more accurate target load reduction agreements, and allowing for the ability to request load shedding during Grid Stability alerts. He concluded by discussing the savings and impacts of the proposed changes.

Commissioner Rossi moved to separate the Load Control program and the Energy Management program into separate policies and moved to approve the Load Control policy as submitted. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Commissioner Rossi moved to approve the new Energy Management Policy as presented. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed.

Camera Surveillance System Policy

Director, Information Technology & Metering Baum presented the updated Camera Surveillance System policy to the Commission. He noted, the policy incorporates the Commission's recommended changes and will have a corresponding procedure which will clearly outline who can use the system, what the information can and cannot be used for, and eliminates ambiguity in the policy. After discussion, Commissioner Rossi moved to approve the Camera Surveillance System policy as presented. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Resolution Designating Lower VSB as Restricted Area

General Manager Warehime presented a resolution to the Commission designating the area below OPU's vehicle storage building as employee only space. Designating this area as "Employee Only" provides safety precautions for employees working afterhours or on the weekends. This resolution was reviewed by the City Attorney. After a slight discussion regarding first amendment audits, employee & customer safety, and necessary signage, Commissioner Doyal moved to approve the resolution as presented. Commissioner Rossi seconded the motion. All Commissioners voting Aye the motion passed.

General Manager/Staff Reports

General Manager Warehime discussed the rate study enclosed in the agenda packet. He noted the study is conducted every six months and gives an indication of where OPU's base rates fall compared to other utility companies. Utility companies consistently at the lower end of the rate spectrum typically have hydropower which tends to be less expensive. Commissioner Rossi inquired if other states could be included in the study. General Manager Warehime noted the American Public Power Association publishes a report that he will share with the Commission.

General Manager Warehime reported to the Commission, OPU staff is beginning their 2024 strategic planning. He noted, part of the process this year was for Kent Myers, Vision Companies, to conduct a baseline survey with the Commissioners to better understand the diversity and alignment of the perspectives and perceptions regarding OPU. Mr. Warehime recapped the findings in the survey. He discussed the common key assets and core competencies, risks to the organization, what differentiates OPU from our competition, drivers of change over the next 5 years, the picture of the future, greatest obstacles if left unaddressed, and what the Commission feels we need to focus on right now.

Director, Finance and Administration Olson presented the preliminary 2024 rates to the Commission. He reviewed rate terminology and discussed proposed rate changes for each utility separately. Proposed rate changes include 2.1% increase in electric, a 5.2% increase in water, and a 9.3% decrease in the purchased gas adjustment calculation. Commissioner Vetter inquired if the increases are equal for all customer classes. Mr. Olson noted, commodity cost increases or decreases are across the board. Mr. Vetter also inquired about reserve levels and if what we have is enough. Mr. Olson noted the reserves policy details how the reserve levels are set and there is a component that focuses on the capital plan. After discussion, the Commission felt the water increase could be higher than 5.2%.

Director, Engineering & Field Operations Fenstermacher presented on and discussed the two major outages OPU experienced in August.

Commission Roundtable

The Commission thanked staff for all the great information at this meeting.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:59 p.m.

Respectfully submitted,

Tammy Schmoll,
Executive, Communications & Administration Coordinator

Owatonna Human Rights Commission
Minutes – DRAFT COPY

The Owatonna Human Rights Commission (OHRC) met on Tuesday, October 10, 2023, in the Second Floor Conference Room at City Hall. Chairman Cords called the meeting to order at 5:31 p.m. Commissioner Vanoosbree took roll call with Commissioners Cords, Gunderson, Emanuelson, Esquivel, Leon and Vanoosbree, City Administrator Busse and Administrative Specialist Clawson present. Commissioner Ismael was unable to attend.

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

After reviewing the Minutes of the OHRC Meeting held on September 12, 2023, Commissioner Emanuelson requested correction to the location and time of the CSTC Meeting and then made a motion for approval; Commissioner Gunderson seconded the motion; all members present voted aye in approval.

COMMISSIONER COMMENTS

Commissioner Cords commented he hasn't been able to access the OHRC e-mail account. City Administrator Busse will follow-up with the IT Department to confirm OHRC mailbox access and activity.

ITEMS OF DISCUSSION

2023 Welcome Week - Human Library

Commissioner Gunderson commented that he thought the Human Library event was very successful and commended OHRC Commissioner Emanuelson for bringing this to the commission and organizing the 2023 event. Hopefully, similar events will be held in the future and suggested hosting frequent similar events with fewer books offered. City Administrator Busse added she was impressed how many people within the community were willing to serve as books.

Commissioner Emanuelson commented he too was pleased with the selection of books available, there were 27 participants. He was also glad that most OHRC Commission members were able to attend and thanked Commissioner Esquivel for taking pictures; several of these pictures have been shared on the City's Facebook page. Also, he thought the article in the Owatonna Peoples Press about the Human Library was excellent.

Commissioner Cords commented there was very good media coverage promoting the 2023 Welcome Week events. He was interviewed by television reporters from the Rochester television station and the Mankato television station with both interviews filmed in front of the OHRC mural by the Blast.

Commissioner Gunderson commented he participated in The Talk of the Town on KRFO Radio.

Commissioner Gunderson commented that this event had many positives but he was disappointed that there weren't many guests. He had hoped there would be more community members attending. He received comments from several participants saying they really enjoyed the event and the opportunity to meet with other subject books. Commissioner Cords said he received a call from one of the participants with a similar comment, they had also hoped there would be more people attending to read/meet the books.

Commissioner Leon commented that the event should have received more social media promotion. Commissioner Gunderson added future events should offer food, a free meal will attract more to attend. Commissioner Vanoosbree requested OHRC maintain a Facebook account separate from the City for better access to the public; she suggested an OHRC member control the posts with the City as an Administrative Member who could quickly access the account and update. City Administrator Busse will review this request the City IT Department and with Deanna Sheely, Communications Manager.

2023 Welcome Week – Introduction to Pickleball

Commissioner Vanoosbree commented that this event was sparsely attended. Commissioner Cords commented that was what the Owatonna Pickleball Association member alluded to during a previous conversation, their introduction events have been poorly attended. Many people played pickleball but only one or two were present for an introduction to the game.

2023 Welcome Week – Promoting Peace 2023 – Poverty and Public Safety

Commissioner Vanoosbree commented that this event was well attended and a fun event. She

participated in the simulated exercise playing the role of a Child Protective Services (CPS) Worker. During the debriefing session following the exercise, many participants commented they were surprised with their level of stress incurred when attempting to meet the timelines set during the exercise. Most thought the biggest battle was the lack of transportation options available.

Commissioner Gunderson commented he also participated in this exercise and played the role of a grandparent with an adult daughter and two grandchildren living in his home. He was disabled and unable to work, his wife worked a full-time job earning a minimum wage and finances were tight. One of the grandchildren was also disabled and he was tasked to find transportation to get to appointments. He also commented that the event was well attended and thought the free meal enticed participation.

Commissioner Vanoosbree commented that the majority of the participants were there because of their professional connections with Judge Duncan and not just as a community interested person. Also, many employers offered CEUs to their employees attending this event. The event utilized Eventbrite to pre-register and only a few did not show so estimating there were 120 people in attendance.

Council Member Emanuelson commented there was also a good article in the newspaper about this event.

2024 MLK Jr. Day Event

Commissioner Vanoosbree commented Humanize my Hoodie will speak during this event, more details will be available during the November OHRC meeting. Administrative Coordinator Clawson advised the History Center is available and could be one of the City's facilities free uses offered in the current lease agreement with the History Center/Orphanage Museum. Commissioner Gunderson made a motion for doors to open for this event at 11:30 a.m., Commissioner Vanoosbree seconded the motion, all members voted aye in approval.

Remaining items include:

- 1) Food: Commissioner Cords plans to speak with Jose at the Plaza Morena about catering the event and/or consider options available at the local grocery stores.
- 2) Sponsors: Commissioner Cords will contact Riverland Community College to ask if they plan to participate in the 2024 MLK Event as last year.
- 3) Promotion: Commissioner Vanoosbree will follow-up with the school about the use of Peach Jar. Posters will be prepared when the speaker and food items are set. Contacts will be made for promotions on social media, radio and television later this year.

MISCELLANEOUS COMMENTS

Commissioner Vanoosbree commented there is an event this Thursday, October 12th at the Associated Church for US History & Racism and Anti-Woke Laws, this event is open to the public to begin at 6:30 p.m.

Commissioner Gunderson commented that during a recent meeting with the Department of Justice they started initial talks about how the city will move forward to address future issues of conflict. There will be another meeting on October 30th with representatives from Rainbow Owatonna, Owatonna Human Rights Commission, Alliance for Greater Equity and the City. Commissioner Vanoosbree commented that she asked the DOJ Office to suggest things that can be done, their suggestion to hold a community dialog seems futile as three previous sessions have been held. City Administrator Busse commented that the Council is aware of the meetings and supportive as they want Owatonna to be a welcoming place.

Commissioner Gunderson asked for an update on the OHRC 2024 Budget request. City Administrator Busse commented that the OHRC \$6,000 request is currently included in the proposed budget. There will be a Truth in Taxation Meeting on December 4th and the City Council will approve the final budget during their meeting on December 19th. Commissioner Cords will stop at Legacy Signs for quotes on two OHRC banners, one saying, "Owatonna Human Rights Commission" and one with "Welcome Week".

ADJOURNMENT

At 6:28 p.m., Commissioner Emanuelson made a motion to adjourn, Commissioner Leon seconded the motion, and the meeting was adjourned. The next meeting will be held on Tuesday, November 14, 2023, at 5:30 p.m. in the new Meeting Room of the Charles S. Crandall Center.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator

Owatonna Shade Tree Commission
West Hills Admin. Bldg.

October 16, 2023

PRESENT: Jon Simon, Ron Segner, Doug Elsner, Nikk Dickerson, Jon Simon, Kaye Fransen, Caleb Whalen and Gary Schwartz STAFF: Brad Rademacher

The meeting was called to order by Brad Rademacher at 5:08 pm.

The agenda was approved as printed.

MSP Schwartz/Simon to approve the minutes of the May 22, 2023 meeting.

MSP Fransen/Simon to approve the agenda

Unfinished Business – none

New Business

Several new members signed the Oath of Office.

The Commission reviewed and discussed an email report from Justin Brown – Owatonna Tree Staff Chair. This year the staff has treated 334 Ash trees with chemicals. This completes the first series of a three-year plan to treat all boulevard trees (about 1000 according to inventory). The second round will begin in 2024. The crew has removed 48 boulevard Ash trees in 2023.

Homeowners will get replacement trees and can purchase “large trees” for an extra \$100.

The boulevard inventory is completed. The Owatonna city parks inventory is at about 50%. The park trees will not be treated (the decision of the Park and Recreation Department.) They will be removed and replaced on a 2-1 or 3-1 basis.

The city has applied for a MN DNR ReLeaf Forestry Grant of \$500,000. The funds can be used for:

- Finish the inventory of the trees in city parks,
- Removing, replacing, treating Ash trees,
- Payment of staff working on the tree issues,
- Training staff – (several need ISA Certification – International Society of Arborists),
- Costs to attend annual Shade Tree Short Course.

Information on the grant application will be forwarded by email to all the Shade Tree Commission members.

There were questions/discussion about the effect of the drought on the health of trees.

There were questions/discussion about the trees planted in the boxes along N. Cedar Ave. downtown.

The next meeting will be Monday, April 15, 2024.

The meeting was adjourned at 5:50 pm.

Respectfully submitted, Gary M. Schwartz



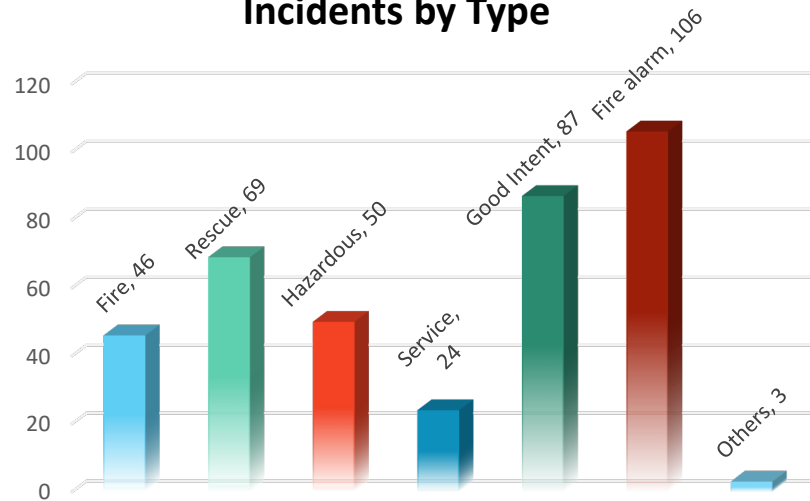
CITY OF
OWATONNA

Department Reports

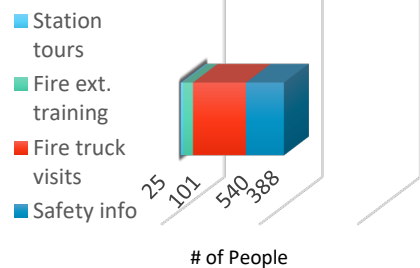
OWATONNA FIRE DEPARTMENT DASHBOARD

2023 STATISTICS

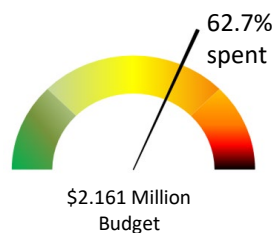
Incidents by Type



Public Education

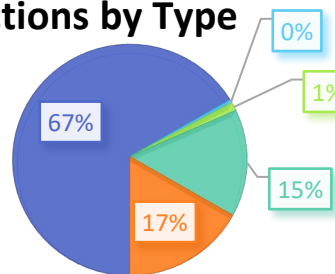


Expenditures



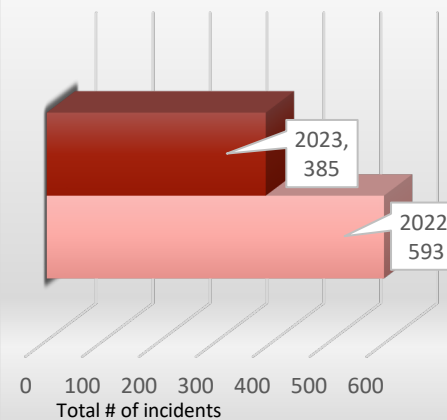
Inspections by Type

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

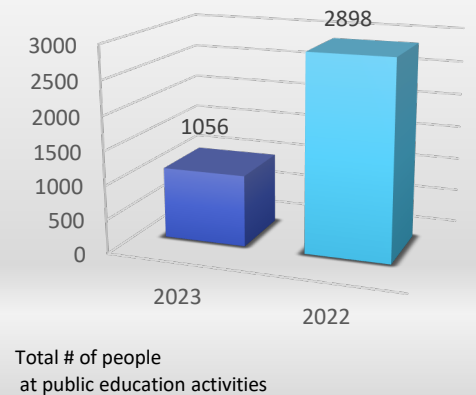


2023 VS 2022 STATISTICS

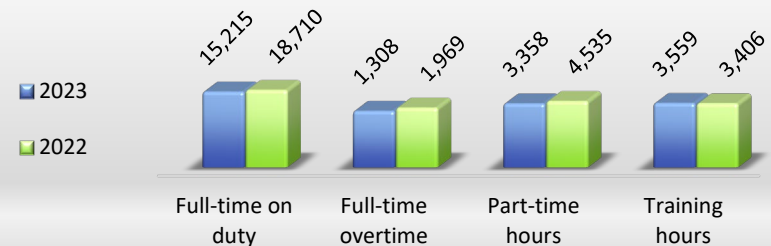
Incidents



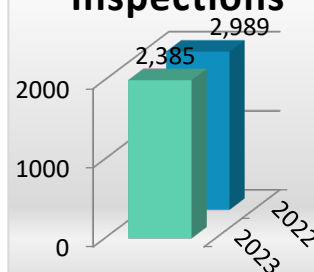
Public Education



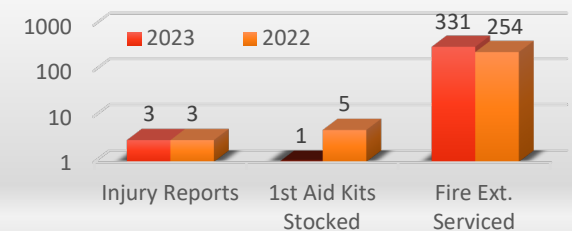
Staff Hours



Inspections



Safety Services



2023 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
Fire code inspections		134	153	201	112	189	75	175	268	284				1591	1988
Fire alarm inspections		2	1	1	1	1	0	2	2	2				12	20
Sprinkler system inspections		0	1	2	1	4	7	4	2	7				28	49
Nuisance inspections		3	3	6	12	106	78	63	39	47				357	382
Weed inspections		0	0	0	0	70	110	62	75	80				397	550
Sprinkler system permits issued		2	2	2	1	3	1	2	1	1				15	21
Fire alarm system permits issued		2	0	1	1	1	1	2	2	2				12	15
Hood/Suppression system permits issued		0	2	0	1	0	1	1	1	0				6	5
Plan reviews		4	7	7	6	9	12	10	9	10				74	65
Code reviews		6	1	8	6	2	2	2	1	1				29	38
# Knox boxes checked		1	0	0	2	1	1	0	1	0				6	14
PUBLIC EDUCATION SERVICES		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
# people given tours		0	30	4	0	8	0	13	0	0				55	307
# people given extinguisher demos		0	0	0	0	0	70	0	31	0				101	100
# people at truck visits		0	0	0	200	340	0	0	0	0				540	738
# people fire safety information		0	72	0	0	0	241	0	110	15				438	1753
# people juvenile firesetters		0	0	0	0	0	0	0	2	0				2	0
EMERGENCY RESPONSE SERVICES		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
Incidents	City incidents	31	23	22	39	38	43	37	37	55				325	482
	Rural incidents	5	3	5	9	10	8	7	5	7				59	105
	Mutual aid given	0	0	0	0	0	0	0	1	0				1	6
Monthly Totals		36	26	27	48	48	51	44	43	62				385	593
Type of Incidents	Fire	4	7	2	5	8	4	6	5	5				46	67
	Rescue calls	5	4	3	10	9	10	9	6	13				69	119
	Hazardous conditions	3	7	2	7	4	4	10	7	6				50	77
	Service calls	1	0	2	2	3	3	3	2	8				24	31
	Good intent calls	14	3	12	10	8	12	6	10	12				87	113
	Fire alarms	8	5	6	14	15	18	10	12	18				106	179
	Others	1	0	0	0	1	0	0	1	0				3	7
Monthly Totals		36	26	27	48	48	51	44	43	62				385	593
Total training hours		146.00	273.29	338.35	491.00	501.25	741.08	338.57	368.24	360.85				3559	3406
SAFETY SERVICES		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	2022
# injury reports		1	1	0	0	1	0	0	0	0				3	3
# lost work hours		0	0	0	0	0	0	0	0	0				0	0
# fire extinguishers serviced		201	34	0	35	19	23	0	19	0				331	254
1st aid supplies checked		0	0	0	1	0	0	0	0	0				1	5
Full-time shift hours worked		1724.25	1584.00	1743.50	1658.50	1736.00	1584.75	1764.50	1666.50	1752.50				15214.50	18709.75
Full-time overtime hours worked		129.49	159.80	116.81	237.91	96.61	253.91	88.97	155.80	68.93				1308.23	1969.09
Part-time hours worked		268.02	187.00	315.75	471.50	494.00	478.00	372.00	406.00	365.75				3358.02	4535.00
Monthly Hours Worked Total		2121.76	1930.80	2176.06	2367.91	2326.61	2316.66	2225.47	2228.30	2187.18				19880.75	25213.84

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2022 AND 2023																Ken Beck, Building Official	
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL			
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE		
Jan '22	0	0	4	7,640	14	104,970	11	3,775,051	68	419,719	0	0	0	97	4,307,380		
Jan '23	0	0	5	16,600	8	443,880	7	5,117,850	66	494,614	0	0	0	86	6,072,944		
Feb '22	0	0	12	22,742	24	1,753,403	16	4,817,476	139	855,061	0	0	0	191	7,448,682		
Feb '23	0	0	8	24,850	22	1,113,838.30	11	25,861,730.75	136	834,982.70	0	0	0	177	27,835,401.75		
Mar '22	5	1,901,925	33	67,493	35	2,161,547	26	5,560,379	284	1,747,846	0	0	1	384	11,439,190		
Mar '23	1	200,000	17	44,100	42	2,497,648	20	26,251,710	243	\$ 7,323,261.26	0	0	0	323	\$ 36,316,719.26		
Apr '22	5	1,901,925	51	96,566	58	2,827,402	30	5,592,069	411	2,785,871	0	0.00	0.00	555	13,203,833		
Apr '23	4	1,968,586	26	96,900	74	31,047,283	**see below		329	8,699,343.89	0	0	1	434	41,812,112.89		
May '22	6	2,141,925	62	112,316	75	5,328,038	36	6,191,103	585	4,336,520	0	0	0	764	18,162,974		
May '23	4	1,968,586	37	132,400	94	36,206,219.51	**see below		463	11,204,959.76			1	599	49,512,165.27		
Jun '22	8	3,061,925	76	155,666	107	6,779,903	40	7,384,127	738	6,392,230	0	0	3	970	23,826,923		
Jun '23	4	1,968,586	52	189,068.67	113	45,164,773.51	**see below		594	12,314,075.39	0	0	8	771	59,636,503.57		
Jul '22	10	3,631,925	94	282,866	130	8,869,882	48	8,653,897	870	7,489,327	2	10,500,000	3	1,155	39,427,897		
Jul '23	5	2,168,586	69	242,168.67	132	46,905,945.51			714	13,185,484.99	2	400,000	8	930	62,902,185.17		
Aug '22	11	4,031,925	101	303,866	160	10,139,786	56	8,902,182	986	8,302,718	3	17,000,000	3	1,320	48,680,477		
Aug '23	6	2,568,586	75	257,168.67	162	51,045,367.26			847	14,208,880.97	4	12,400,000	9	1,103	80,480,004		
Sep '22	12	4,531,000	126	332,386	184	11,910,289	67	19,440,272	1,104	10,577,868	4	24,500,000	3	1,500	71,291,815		
Sep '23	9	3,587,126	83	333,668.67	197	64,081,192.67			990	15,576,116.82	4	12,400,000	9	1,292	95,978,104.16		
Oct '22	16	6,306,000	142	368,736	197	13,206,075	72	19,560,069	1,223	11,308,018	4	24,500,000	3	1,657	75,248,898		
Oct '23	16	6,739,916	94	382,984.89	217	66,611,382.67			1,153	17,005,042.02	4	12,400,000	10	1,494	103,139,325.55		
Nov '22	16	6,306,000	152	380,936	209	17,318,397	79	19,922,914	1,320	13,572,135	4	24,500,000	3	1,783	82,000,382		
Nov '23																	
Dec '22	16	6,306,000	164	405,736	211	17,445,397	87	20,108,379	1,398	14,120,570	4	24,500,000	3	1,883	82,886,082		
Dec '23																	

**Starting April 2023, Commerical and Industrial are combined

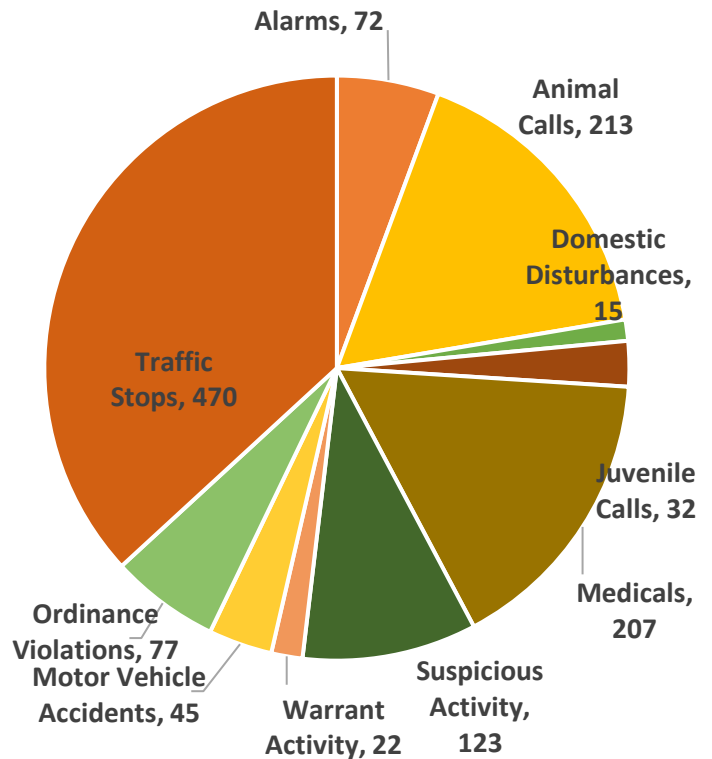
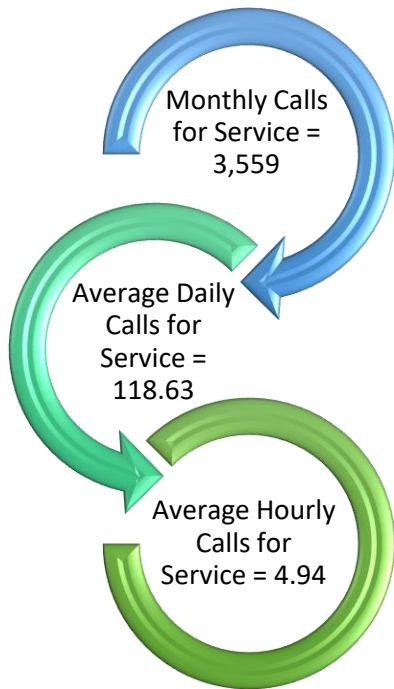
Owatonna Building Inspection Department Comparison Report- Construction to Date 2022/2023

Construction Report for Permits Issued through October, 2023

TYPE OF WORK	2022 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2023 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	16	6,306,000	0	16	6,739,916	0
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	142	368,736		94	382,984.89	
COMMERCIAL AND INDUSTRIAL PR	269	32,766,144		217	66,611,382.67	
RESIDENTIAL ADD. & ALT.	1,223	11,308,018		1153	17,005,042.02	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	4	24,500,000	0	4	12,400,000	0
DEMOLITION PERMITS	3			10	0	
TOTAL PERMITS ISSUED	1,657	75,248,898	0	1,494	103,139,326	0

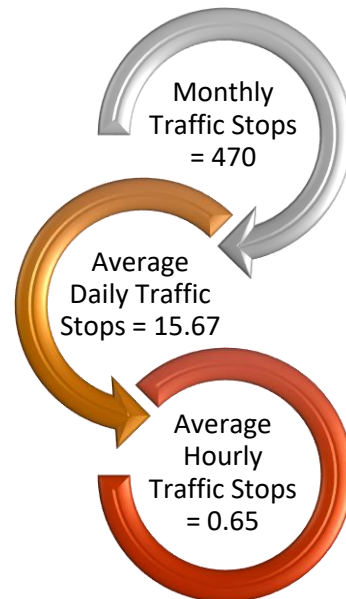
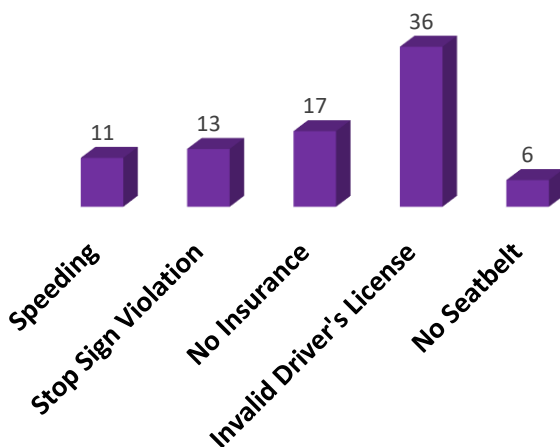
OWATONNA POLICE DEPARTMENT

September 2023



In the month of September 2023, the Owatonna Police Department answered 3,559 calls for service, including 470 traffic stops, 72 alarms, 15 domestic disturbances, 213 animal calls, 32 juvenile calls, 207 medical calls, 123 suspicious activity calls, 22 warrants, 77 ordinance violations, and 45 motor vehicle accidents.

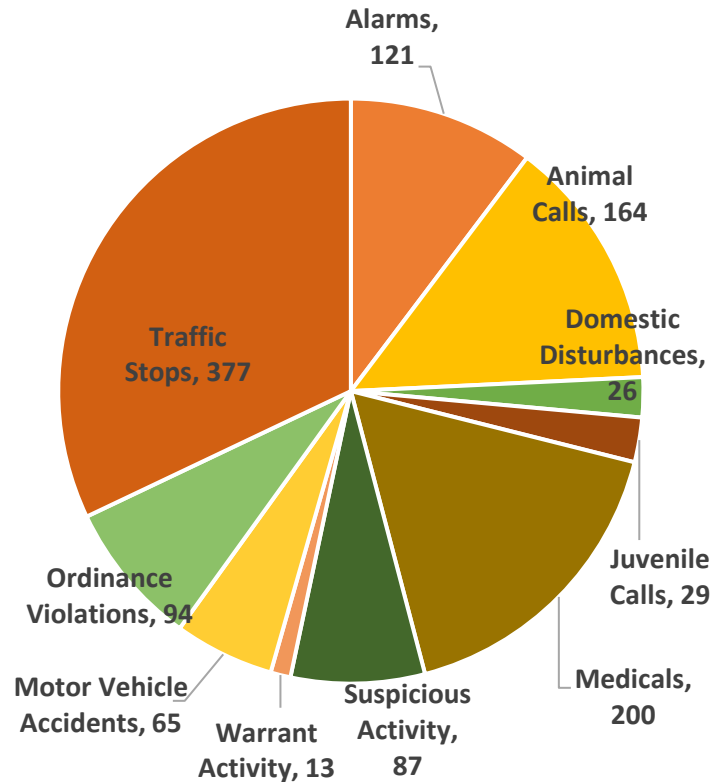
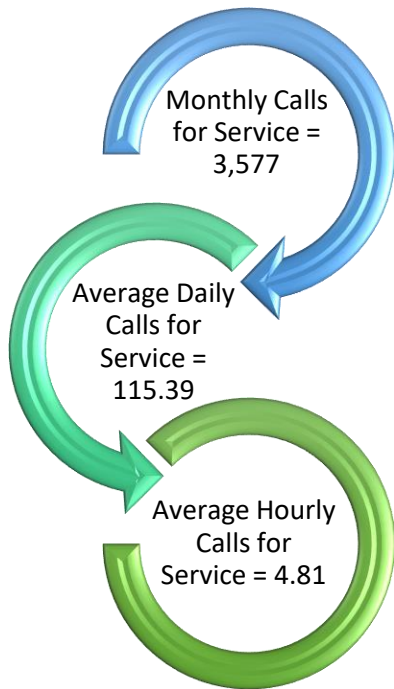
Top 5 Citation Types



The Owatonna Police Department issued a total of 121 citations and 363 warnings in September. The top 5 citation types include speeding, stop sign violations, no insurance, invalid driver's license, and no seatbelt.

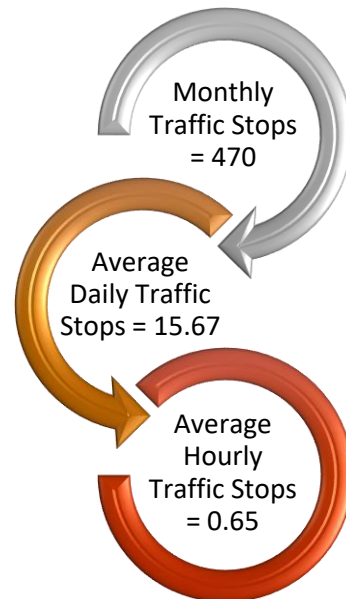
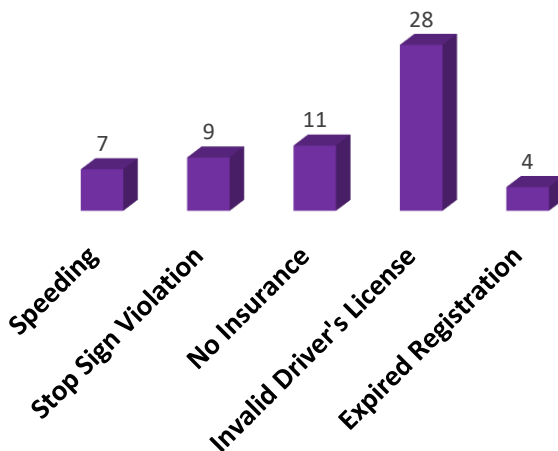
OWATONNA POLICE DEPARTMENT

October 2023



In the month of October 2023, the Owatonna Police Department answered 3,577 calls for service, including 377 traffic stops, 121 alarms, 26 domestic disturbances, 164 animal calls, 29 juvenile calls, 200 medical calls, 87 suspicious activity calls, 13 warrants, 94 ordinance violations, and 65 motor vehicle accidents.

Top 5 Citation Types



The Owatonna Police Department issued a total of 94 citations and 301 warnings in October. The top 5 citation types include speeding, stop sign violations, no insurance, invalid driver's license, and expired registration.



CITY OF
OWATONNA

Licenses Permits



EP-23-54

Events Permit Application

Status: Active

Submitted On: 11/2/2023

Primary Location

No location

Applicant

 Nicole Wacek

 +1 507-456-8822

 nwacek@hotmail.com

 7845 NW 27th Street
Owatonna, MN 55060

Event Information

Owatonna Veteran's Memorial Dedication

November 11, 2023

Event Contact*

9:00 am - service

Nicole Wacek

Road closed 8:00 am - 11:30 am

Location of Event*

2410 Austin Road

Description of Event* 

Owatonna Veterans Memorial Dedication

Event Set Up Date

11/11/2023

Event Set Up Time* 

8:00 AM

Actual Event Date*

11/11/2023

Actual Event Time* 

9:00 AM

Clean Up Date*

11/11/2023

Clean Up Time 

11:30 AM

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

Postponed

Reschedule Date

—

Estimated Attendance* ?

500

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Moonlighters Exchange Club

Mailing Address*

PO Box 763

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.owatonnaveteransmemorial.org

Primary Contact

Name*

Nicole Wacek

Phone Number*

507-456-8822

Cell Phone

507-456-8822

Email Address*

nwacek@hotmail.com

Primary On-site Contact

Name*

Nicole Wacek

Cell Phone*

507-456-8822

Alternate On-site Contact

Name*

Katie Smith

Cell Phone*

507-676-0405

Refer Media or Citizen Inquiries To:

Name*

Nicole Marie Wacek

Phone*

507-456-8822

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

8:45am

Date*

11/11/2023

Name of Requested Street(s)*

17th Street Se, 18th St Se and Part of
Austin Road (by Memorial)

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

11/11/2023

Date*

11/11/2023

Parks*

Yes

Start/End Time*

11/11/2023

Date*

11/11/2023

Name of Requested Park(s)*

Fairgrounds Park

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

Yes

Type*

Small speaker system

Hours*

9:00 am to 9:20 am

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?*

Yes

Will there be a fireworks display?*

No

Describe power needs and location of power source*

We have permission to use the pavillion at the Fairgrounds Park to plug in the sound system we will only need it for about 20 minutes

Describe level of advertisement* ?

News papers and invitations have been sent out

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

Yes

Number Needed*

20

Size Needed*

Medium

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

Describe trash removal and cleanup plan during and after event*

There should be no trash of any kind

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*

We have asked the Owatonna Police Department to help us that day they have agreed

Will "No Parking" signs be needed?*

Yes

Number Needed*

6

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

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

The event would be held in the History Center

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

Name*

Nicole Wacek

Phone Number*

507-456-8822

Email*

nwacek@hotmail.com

List any other pertinent information

This is for the dedication of the Owatonna Veterans Memorial.

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

Applicant Signature

*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance" may be required.** If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.*

Signature of Applicant*



Nicole Marie Wacek

Nov 2, 2023

 Fire Department Approval / Comments / Notes

Approved - no impact.

 Park & Rec. Department Approval / Comments / Notes

Approved. No P&R impact.

 Police Department Approval / Comments / Notes

Approved. No impact, will be volunteer and on-duty staff

 Public Works Department Approval / Comments / Notes

Approved. The "No Parking" signs will be installed Thursday prior to event. cones will be dropped off at that time, will take two guys, one hour each.

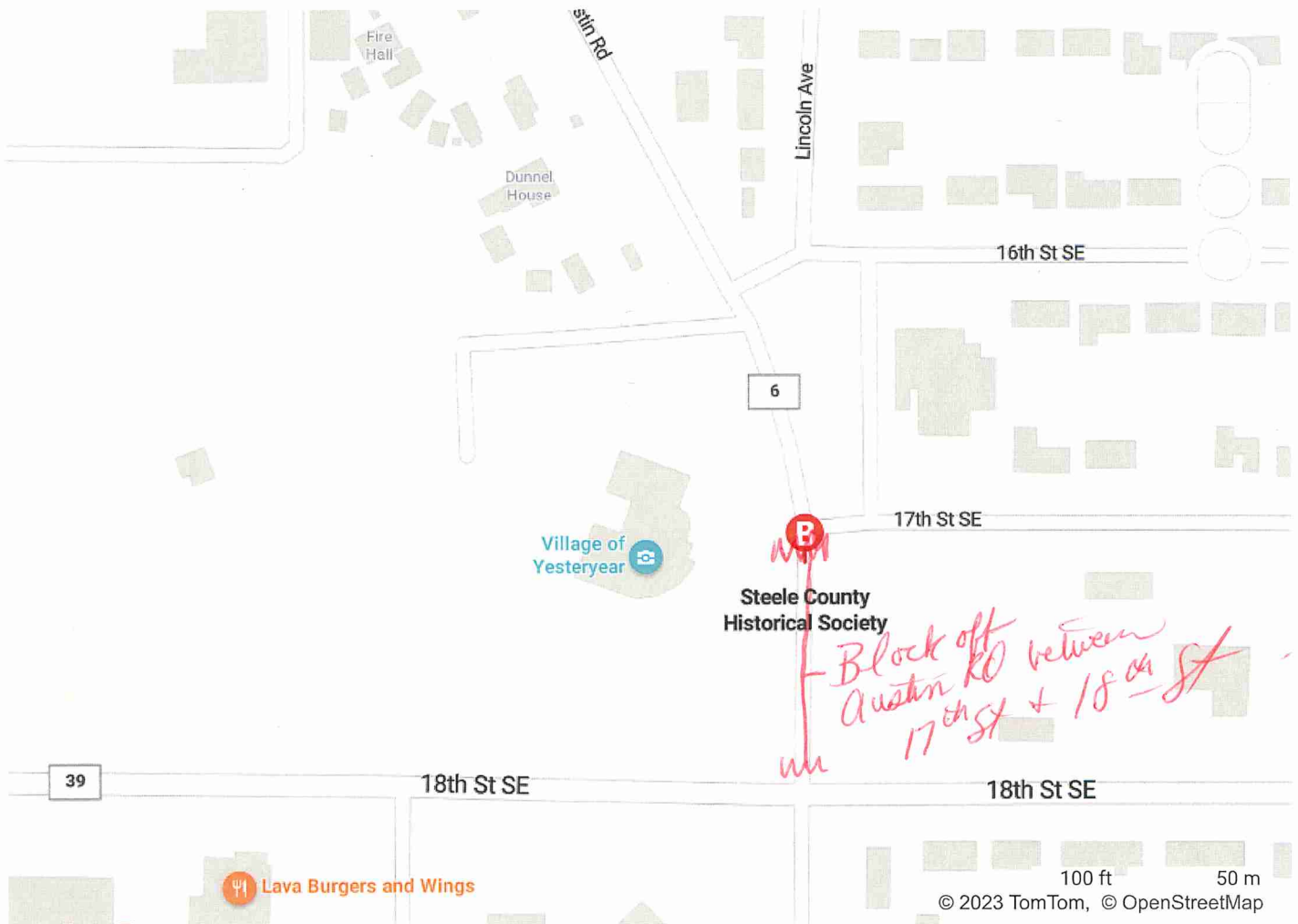
 Date to Council

— November 7, 2023 City Council Consent Agenda item .

 Council Notes

 **Items Needed** – close Austin Rd between 17th & 18th St SE
20 medium cones

Notes





EP-23-55

Events Permit Application

Status: Active

Submitted On: 11/3/2023

Primary Location

No location

Applicant

 Lisa Cochran

 507-475-3451

 lcochran@owatonna.org

 120 S Oak Ave
Owatonna, MN 55060

Event Information

Event Contact*

Lisa Cochran

Holiday Parade
Friday, December 1, 2023
6:00 pm

Location of Event*

Downtown Owatonna

Description of Event* 

2023 Holiday Lighted Parade

Event Set Up Date

12/01/2023

Event Set Up Time* 

3:00PM

Actual Event Date*

12/01/2023

Actual Event Time* 

6:00PM

Clean Up Date*

12/01/2023

Clean Up Time 

Approximately 9:00PM

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

Canceled

Estimated Attendance* ?

5000

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Main Street Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-451-7970

Cell Phone

507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Alternate On-site Contact

Name*

Brad Meier

Cell Phone*

507-475-0687

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

3:00pm-9:00PM

Date*

12/01/2023

Name of Requested Street(s)*

100-900 blocks of North Cedar Ave.,
East Front St from Elm to Cedar,
Broadway on the north side of Central
Park, West Park Square and East Park
Square. Also no through traffic on the
side streets along Cedar Ave, both on
west and east side (Rose, Pearl, Vine)

Alleys*

Yes

Start/End Time*

3:00PM-8:00PM

Date*

12/01/2023

Name of Requested Alley(s)*

All along Cedar Ave - already blocked off

City Sidewalks or Trails*

Yes

Start/End Time*

3:00PM-8:00PM

Date*

12/01/2023

Public Parking Lots or Spaces*

Yes

Start/End Time*

3:00PM-8:00PM

Date*

12/01/2023

Parks*

Yes

Start/End Time*

3:00PM-9:00PM

Date*

12/01/2023

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

Yes

Number and Size*

variety

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Music - OHS Carolers

Will sound amplification be used?*

Yes

Type*

Basic sound system like Downtown
Thursdays

Hours*

7:00PM-8:00PM

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?*

Yes

How many vendors expected?*

5

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

This is a MAYBE - The businesses that
will be serving will have their own
liquor/Catering license

**Is this a caterer with an alcohol endorsement on
their license?***

Yes

Is this a request for a temporary permit?*

Yes

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

All 3 large electrical boxes along Cedar Ave along with all the small ones, all outlets in Central Park, and power for the bandshell.

Describe level of advertisement* ?

Social Media, radio, newspaper, local TV, mailers, table tents

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

15

Size Needed*

Large

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?*

Number Needed*

Yes

120

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?*

Number Needed*

Yes

1

Will there be any horses?*

Number Animals Anticipating*

Yes

2

How will horses be used?*

There will be 2 floats in the parade that will possibly have horses

Please provide insurance information and complete Hold Harmless Agreement

It is the responsibility of the applicant to cleanup any animal feces. Agreed:*

☒ Chasidy Christiansen
Nov 1, 2023

Describe trash removal and cleanup plan during and after event*

Volunteers will be picking up trash that has not made it into the receptacles. If we could have 3-5 extra receptacles, that would be greatly appreciated!

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 meet with OPD, City, P&R, OPU to discuss particulars. Also will have volunteers to help with crowd control and safety. They will be wearing safety vests provided by Main Street

Will "No Parking" signs be needed?*

Number Needed*

Yes

100

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

Will event need security?*

Will event need Emergency Medical Services?*

No

No

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

If the temperature is below, 15 degrees or the windchill is below zero, we will cancel the parade. If there are severe weather warnings, we will cancel the parade. basically if it is unsafe to be outside the parade will be cancelled. We will call and email participants and businesses and have radio announcements and social media posts for the public.

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

Name*

Phone Number*

Lisa Cochran

507-475-3451

Email*

lcochran@owatonna.org

List any other pertinent information

I will work with the street crew regarding the closing/blocking off the streets, like for Downtown Thursdays. The Barricades with No Through Traffic signs are needed along Elm and Oak, as there is still parking available on those side streets. I will provide the additional signage for the No Parking signs and have them to the city shop by Monday, November 27th. The No parking signs will need to be up by 3:00pm on Thursday, November 30th. I have a letter that will be delivered to all the businesses in the Main Street District that will include the information regarding parking, parade, road closures and activities. As in the past, I would like to request 4-5 burn barrels in Central Park for extra heat and ambiance. This has been provided with no charge in the prior years and I respectfully request that be done again this year for this community event. We will happily acknowledge any services and items provided by the City of Owatonna.

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

Central Park Stage Usage Information

Time*

7:00PM

Open*

5:00PM

Close*

9:00PM

Sound or Light Person Needed*

No

Size of Group that will be on stage*

20-30

Type of Group* ?

OHS Carolers

Name of Person that will be Opening and Closing  of Stage*

Brad Meier

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

Applicant Signature

*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance" may be required.** If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.*

Signature of Applicant*

 Lisa M Cochran
Nov 1, 2023

Internal Use

 Special Provisions

 Fire Department Approval / Comments / Notes

Approved - Staff assisting with event, will be using CERT volunteers and a few fire staff.
Portable restrooms, Chief Hoffman spoke with the vendor and they are donating them (no cost to us)

 Park & Rec. Department Approval / Comments / Notes

Assisting with project, will provide some fire pits, garbage cans and a 2 staff to assist with those.

 Police Department Approval / Comments / Notes

Approved. Using on-duty resources and volunteers.

 Public Works Department Approval / Comments / Notes

 Building & Inspection

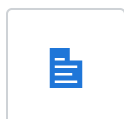
 Date to Council

—

 Council Notes

 Items Needed

Attachments



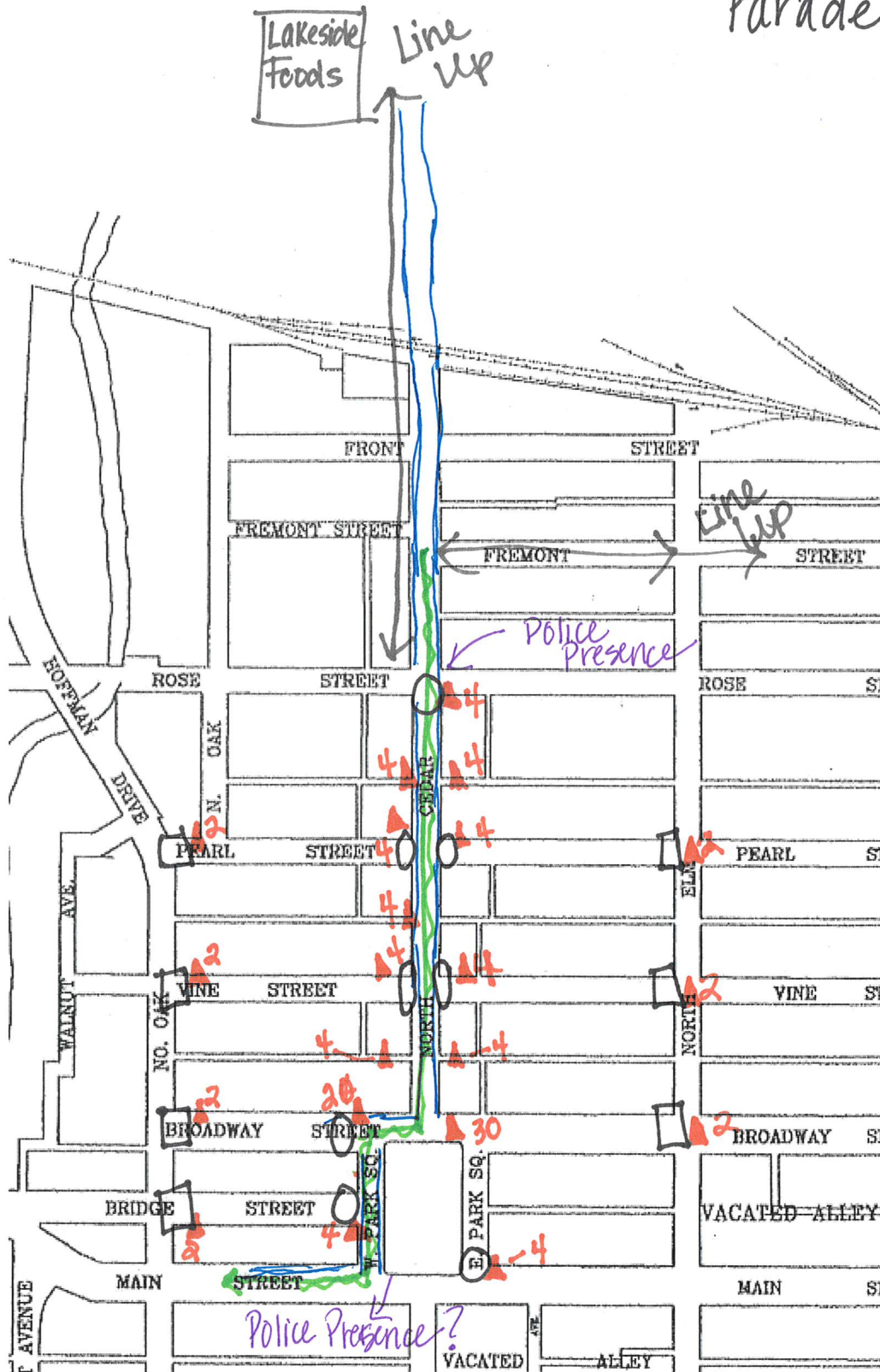
Site Plan

Map for permit.pdf

Uploaded by Lisa Cochran on Nov 3, 2023 at 8:50 AM

REQUIRED

Holiday Lighted Parade 2023



- Barricades
- Barricades w/ Street Closed Ahead
- ▲ Cones
- ~ Parade Route
- 'No Parking' signs



EP-23-53

Events Permit Application

Status: Active

Submitted On: 10/31/2023

Primary Location

1115 PARK DR NW

Owatonna, 55060

Owner

CITY OF OWATONNA

WEST HILLS CIRCLE 540

Applicant



Ed Hoffman



+1 507-444-2454



ed.hoffman@ci.owatonna.mn.us



107 W Main St

Owatonna, Minnesota 55060

Event Information

Canadian Pacific Holiday Train

December 6, 2023

Event Contact*

3:40 pm train arrival

Ed Hoffman

Street closed noon - 6:00 pm

Location of Event*

Railroad crossing on Park Drive near Owatonna Bus Company

Description of Event* ?

2023 CPKC Holiday Train visit

Event Set Up Date

Event Set Up Time* ?

Wed Dec 06 2023 00:00:00 GMT-0600 (Central Standard Time)

12:00 pm

Actual Event Date*

Wed Dec 06 2023 00:00:00 GMT-0600 (Central Standard Time)

Actual Event Time* ?

2:30 PM

CP Train schedule - in Owatonna at 3:40 pm

Clean Up Date*

Wed Dec 06 2023 00:00:00 GMT-0600 (Central Standard Time)

Clean Up Time ?

6:00 pm

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

Canceled

Estimated Attendance* ?

1000

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Community Pathways of Steele County

Mailing Address*

155 Oakdale St

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://www.communitypathwayssc.org/>

Primary Contact

Name*

Dom Korbelt

Phone Number*

507-455-2991

Cell Phone

Email Address*

dom@communitypathwayssc.org

Primary On-site Contact

Name*

Ed Hoffman

Cell Phone*

507-676-6320

Alternate On-site Contact

Name*

Dom Korbelt

Cell Phone*

507-456-0935

Refer Media or Citizen Inquiries To:

Name*

Glenda Smith

Phone*

507-451-7970

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

2:00 pm - 6:00pm

Date*

Wed Dec 06 2023 00:00:00 GMT-0600 (Central Standard Time)

Name of Requested Street(s)*

Park Drive NW

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

to be determined - primarily directional signs

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

local entertainers and entertainers
on the CP Holiday Train

Will sound amplification be used?*

Yes

Type*

PAs used from the stage and train

Hours*

between 3:00pm - 5:00pm

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?*

Yes

Dimensions*

Chambers band shell

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

5

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Is this a request for a temporary permit?*

Yes

Will there be a fireworks display?*

No

Describe power needs and location of power source*

power needs are TBD

Describe level of advertisement* 

The Owatonna Chamber will be leading the marketing for this event. Will include radio, social media, press releases,

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

15

Size Needed*

Large

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?*

Number Needed*

Yes

15

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?*

Will there be any horses?*

No

No

Describe trash removal and cleanup plan during and after event*

Will coordinate with Parks & Rec

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*

CERT volunteers, OPD and CPKC Police will lead crowd control and ensure safety.

Will "No Parking" signs be needed?*

No

Will event need security?*

Yes

Will event need Emergency Medical Services?*

Yes

Contact Gold Cross Ambulance" 507-451-6403

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

If there is severe weather, the event planners will consider cancelling the event.

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

Name*

Ed Hoffman

Phone Number*

15077747231

Email*

ed.hoffman@ci.owatonna.mn.us

List any other pertinent information

Attached is the proposed road closure plan.

The primary organizers are:

* Glenda Smith from the Chamber

* Dom Korbel from Community Pathways

* Ed Hoffman from the City

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

Applicant Signature

*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance" may be required.** If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.*

Signature of Applicant*

✓ Ed Hoffman

Oct 31, 2023

P&R Department Approval/Comment/Notes:

Police Department Approval/Comments/Notes:

Public Works Department Approval/Comments/Notes:

Fire Department Approval/comments/Notes:

Road Closures



Map Key:

Green = Holiday Train Location

Yellow = Road Closed

- At Park & 215th – only the following can pass
 - Shuttle busses
 - Business access
 - Daikin employees reporting to work

- Owatonna Bus Company employees reporting to work
 - Owatonna Bus Company busses return to their shop
 - Central Transit employees reporting to work
- Handicap parking permits
 - They will park in the Wenger trailer lot (as room allows)
- At Park & St John Dr NW
 - Place a Road Closed sign.
- On Park just south of the south driveway to Wenger
 - Road Closed
 - Business access
 - Wenger employees and deliveries
 - Viracon employees and deliveries

Red = Road Closed

- These will be complete barricades with no vehicle traffic allowed passed sign

We are working with Wenger to use their trailer lot (NW of where the train will stop) for handicap parking and the Chambers band stand.

Command will be set up near the water tower

Fire pits will be located just north of the railroad crossing on Parks DR NW.

These are some of this years stops and approximate arrival times:

Rochester, MN - 1:00 pm on December 6 - 1605 Civic Center Drive NW

Owatonna, MN - 3:40 pm on December 6 - 1145 Park Drive at the railway crossing (near Owatonna Bus Company)

Waseca, MN - 5:15 pm on December 6 - 308 South State Street & HWY 13

Janesville, MN - 7:00 pm on December 6 - 235 Front Street at Veteran's Memorial Park (between Main Street & Craig Street)



CITY OF
OWATONNA

Miscellaneous



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Engagement Letter for Actuarial Services - GASB 67/68 - Van Iwaarden Associates

Purpose:

Approve contract with VIA Actuarial Services to perform actuarial valuation required for the annual audit for the Owatonna Fire Relief Association.

Background:

GASB 67/68 requires the Volunteer Relief Association have their plan valued by an actuary for purposes of the City's annual audit. If the City did not have this valuation completed, its financial statements would not be considered to be in compliance with generally accepted accounting principles (GAAP).

Budget Impact:

Annual fee will be either \$1,300 or \$2,900 depending on if it is an off-year or a full report year. These will alternate each year. These amounts will be included in the annual budget for the fire department.

Staff Recommendation:

Staff recommends approval of this contract.

Attachments:

1. FYE2023-24 Engagement Letter - VFRA

February 20, 2023

Rhonda Moen
Finance Director
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Re: Engagement Letter for Actuarial Services

Dear Rhonda:

Thank you for this opportunity to provide GASB 67/68 pension actuarial services to the City of Owatonna and the Owatonna Firefighters Relief Association. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a Van Iwaarden Associates (hereafter, "VIA" or "we" or "our") will provide to the City of Owatonna (hereafter "City" or "you" or "yours" or "Client") and the Owatonna Firefighters Relief Association pension plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing Van Iwaarden Associates to be your trusted actuarial consultant.

Sincerely,



Brenda K. Hardy, ASA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/dmk/bkh

Scope of Services

The GASB 67/68 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

GASB 67 & 68 Reporting	Fee
FYE2022-2023 GASB 67/68 actuarial report	\$2,900
FYE2023-2024 GASB 67/68 “off year” report (if no significant changes)	\$1,300

Each year also includes up to one hour of free consulting to review the reports with you over the phone.

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2023, our hourly rates are \$125 to \$225 for actuarial analysts and managers and \$335 to \$385 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the City’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2025 and each year thereafter. VIA will propose inflationary adjustments to the City before beginning work on the FYE 2025 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered “Confidential Client Information.” VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA’s care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA’s own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan’s permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys’ fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys’ fees and collection or court costs) (collectively “Claims”) arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to

Terms and Conditions *(continued)*

gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning January 1, 2023 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

Terms and Conditions *(continued)*

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions (“Terms and Conditions”). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between Van Iwaarden Associates and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

Van Iwaarden Associates is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 67 & 68 reporting, we believe it’s prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we’ll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our work with the City along with our LCPR assignment.

Acknowledgement and Consent

The undersigned represents and warrants that they are legally authorized to execute agreements on behalf of the City of Owatonna (the “City”), has read this Agreement from Van Iwaarden Associates, understands its contents, and agrees on behalf of the City to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also understand and expressly agree to Van Iwaarden Associates’ ongoing work for us as well as their LCPR assignment.

Date: _____, 2023

By _____

Title _____



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Engagement Letter for Actuarial Services - GASB 75 Other Post-employment Benefits - Van Iwaarden Associates

Purpose:

Approve a contract with VIA Actuarial Services to perform actuarial valuation required for the annual audit.

Background:

GASB 75 requires the City have their Other Post-employment Benefits (OPEB) valued by an actuary for purposes of the City's annual audit. If the City did not have this valuation completed, its financial statements would not be considered to be in compliance with generally accepted accounting principles (GAAP).

Budget Impact:

The annual fee will be either \$1,800 or \$5,700 depending on if it is a roll-forward year or a full report year. These will alternate each year. These amounts will be included in the annual budget for the finance department.

Staff Recommendation:

Staff recommends approval of this contract.

Attachments:

1. FYE2023-2024 Engagement Letter_City of Owatonna



April 25, 2023

Rhonda Moen
Finance Director
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Re: Engagement Letter for GASB 75 Actuarial Services – City of Owatonna

Dear Rhonda:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to City of Owatonna (the City). This letter documents the services we will provide for the City's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the City of Owatonna (hereafter "City" or "you" or "yours" or "Client") and the City of Owatonna retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Brenda K. Hardy".

Brenda K. Hardy, ASA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/dmk/bkh

Scope of Services

The GASB 75 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2023 “full” GASB 75 actuarial valuation report	\$5,700
FYE 2024 GASB 75 roll-forward valuation report	\$1,800

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2023, our hourly rates are \$125 to \$225 for actuarial analysts and managers and \$335 to \$385 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the City’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2025 and each year thereafter. VIA will propose inflationary adjustments to the City before beginning work on the FYE 2025 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered “Confidential Client Information.” VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA’s care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA’s own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan’s permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys’ fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys’ fees and collection or court costs) (collectively “Claims”) arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to

Terms and Conditions *(continued)*

gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning January 1, 2023 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

Terms and Conditions *(continued)*

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions (“Terms and Conditions”). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the City along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of City of Owatonna (the City) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the City to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date: _____, 2023

By _____

Title _____



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Software Subscription Renewal - DebtBook

Purpose:

Renew Contract with DebtBook for 12/28/23-12/27/26.

Background:

The City began utilizing DebtBook software in 2022 in order to comply with Governmental Accounting Standards Board (GASB) Statement 87, accounting for leases. GASB Statement 96, accounting for subscription-based information technology arrangements, will be implemented in 2023 and DebtBook software will also be utilized to comply with this standard.

Budget Impact:

Funds have been provided in the 2023 and 2024 budgets to include this software. The annual costs will range between \$9,500 and \$12,500 over the three years. This compares to first-year costs of \$10,125.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna, MN - DebtBook Renewal Order Form & Quote

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Owatonna, MN (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”).

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “**Original Order Form**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 12/28/2023	Billing Frequency: Annually
Initial Term End Date: 12/27/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 3	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

OWATONNA, MN

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

Notice Address

540 West Hills Circle
Owatonna, MN 55060
Attention: Rhonda Moen, Finance Director
rhonda.moen@ci.owatonna.mn.us

Billing Contact

Same as above

Exhibit A
DebtBook Quote

[See attached.]



DebtBook Quote

Owatonna, MN

540 West Hills Circle
Owatonna, MN 55060

Rhonda Moen

Finance Director
rhonda.moen@ci.owatonna.mn.us
(507) 774-7350

Prepared By:

DebtBook
Tyler Hunt
Customer Success Manager
tyler.hunt@debtbook.com

Notice Address:

PO Box 667950
Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 3 This represents the cost of our Premium GASB-96 Implementation process for your organization.	1	\$3,000 Year 1	(\$3,000)	\$0 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 1	(\$10,500)	\$9,500 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 2	(\$9,000)	\$11,000 Year 2 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 3	(\$7,500)	\$12,500 Year 3 Cost

Total 3 Year Renewal Cost:

\$33,000



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Service Fee Agreement - North Risk Partners

Purpose:

Approve a contract for advisory services to be provided by North Risk Partners (NRP, LLC) related to management of risk of loss generally covered by property and casualty insurance.

Background:

The City has its insurance coverage for property and casualty insurance with the League of Minnesota Cities Insurance Trust as do most municipalities. Locally, the City has an insurance agent of record to assist and advise in the City's risk management activities. This agreement provides for an annual fixed fee.

Budget Impact:

The annual fees for 2024 and 2025 are \$16,500 and \$17,000 respectively. This compares to a fee of \$16,000 in 2023.

Staff Recommendation:

Staff recommends that the Council approve the service fee agreement.

Attachments:

1. Service Fee Agreement - North Risk Partners

Service Fee Agreement

The City of Owatonna, hereinafter “City”, agrees to engage the services of North Risk Partners, LLC, hereinafter “NRP, LLC”, to advise the City in the management of risk of loss generally covered by property and casualty insurance, and to procure or attempt to procure on the City’s behalf such insurance as City may designate, subject to the following terms and conditions:

I. Effective Date and Term:

This Agreement shall begin as of the date signed by the second party to sign the same following approval by the City Council of Owatonna, and continue until January 29, 2026. Either party may terminate this agreement at any time by giving 30 days written notice of termination.

II. Objective of Agreement:

NRP, LLC will act in the dual capacity of risk management consultant and insurance agent and/or broker on behalf of City and City is entitled to rely upon its advice, expertise, and experience in providing the services herein.

III. Basis of Compensation:

The annual fee for services provided by NRP, LLC during the period of this agreement will be:

January 29, 2024 – January 29, 2025	\$16,500.00
January 29, 2025 – January 29, 2026	\$17,000.00

This fee is in lieu of commission and will be payable to NRP, LLC. The initial installment is payable upon execution of the Agreement and is fully earned as of that date and then the start of each policy year thereafter. Insurance coverage procured from insurers other than the League of Minnesota Cities Insurance Trust may include commissions to NRP, LLC.

IV. Standard Services:

- Advise and assist the City with assembling the underwriting data necessary for the renewal rating process.
- Advise and assist the City on obtaining suitable and adequate insurance coverage and the evaluation and selection among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
- Review coverage documents and invoices for completeness and accuracy to assure coverage has been correctly issued and billed.
- Provide explanations of insurance coverage, coverage options and make recommendations as requested.
- Issue certificates of insurance as needed.
- Advise the City on potential gaps or overlaps in coverages.

- Assist the City in identifying risk exposures and developing appropriate strategies to address those exposures.
- Assist as requested with safety and loss control activities.
- Perform other duties customarily handled by an insurance agent and agreed upon by both the City and NRP, LLC.

V. Indemnification:

NRP, LLC expressly agrees to defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of NRP, LLC's, its associates', or employees', subconsultants', or other agents' in the operation and/or performance under this Agreement.

VI. Insurance:

Prior to the beginning of and throughout the duration of Services, NRP, LLC shall maintain the following coverage: Professional Liability Insurance Coverage (errors and omissions) with limits of coverage not less than \$10,000,000 per occurrence and \$10,000,000 aggregate. Such coverage shall be primary and any insurance maintained by City shall not be required to contribute to it.

VII. Notices:

Any Notices desired or required to be given by either party to the other shall be delivered personally, or by U.S. Mail addressed to:

NRP, LLC
David Effertz
President
285 18th St. SE
Owatonna, MN 55060

City of Owatonna
Kris Busse
City Administrator
540 West Hills Circle
Owatonna, MN 55060

VIII. Applicable Law

This Agreement and all matters relating to it shall be governed by the laws of the State of Minnesota.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto each herewith sign the same in duplicate.

North Risk Partners, LLC

By: _____

Date: _____

City of Owatonna

By: _____

Thomas J. Kuntz, Its Mayor

Date: _____

By: _____

Kris M. Busse, Its City Administrator

Date: _____



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Proposal Land Survey & Civil Engineering Services - West Beltline Stormwater Pond - Jones, Haugh and Smith

Purpose:

Requesting City Council approval of the agreement with Jones, Haugh, and Smith (JHS) to as-built and provide hydraulic analysis of the West Beltline Stormwater Pond.

Background:

JHS previously provided a hydraulic review of the pond in 2016 for evaluation on drainage area extents and treatment capacity for 2010 rules and 2016 rules. Results were given based on an approximated full build out of the watershed. Since the study was completed, several land owners within the drainage boundary of the pond have inquired about purchasing water quality treatment from the pond. This was the intended use of the pond, to provide regionalized treatment and assist in providing embankment for the CSAH 7 (39th Avenue) overpass of the railroad. In reviewing construction plans and comparing them to what exists today, staff believes the drainage area of the pond analyzed in the previous report may not be conveyed to the pond. The purpose of the as-built and further hydraulic analysis is to confirm what portion of the pond watershed is being conveyed to the pond. If conveyance improvements are required, the hydraulic analysis will outline the deficiencies and provide the option to prepare construction documents to resolve any conveyance issues.

Budget Impact:

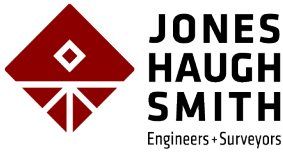
The total budget impact is \$13,080 with optional add-on services for an additional \$10,080. All potential services totaling \$23,160. Funds will come from the Stormwater Fund operating budget for professional services.

Staff Recommendation:

Staff recommends approval of the agreement, including the add-on services.

Attachments:

1. Proposal - City Owat - West Beltline Pond



PRINCIPALS

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

Established 1945

Proposal for Land Surveying & Civil Engineering Services
City of Owatonna; Attn: Brad Rademacher
West Beltline Stormwater Pond As-built Hydraulic Review
Lot 3, Block 2, Michaletz Industrial Addition, Owatonna

June 16, 2023

Dear Mr. Rademacher,

Thank you for your inquiry regarding an update to our hydraulic review of the West Beltline Stormwater Pond. We understand you wish to update the previous review based on design conditions to a review based on as-built conditions. We also understand that if modifications to the pond or upstream drainage features are available to increase the pond's treatment area, you desire to have JHS provide construction documents based on those modifications on an hourly Not to Exceed (NTE) basis.

SUMMARY OF REQUIRED SERVICES

We propose to provide Land Surveying and Civil Engineering services to complete the following tasks:

Data Collection: JHS will obtain as-built topographic survey data of the pond area, inlet and outlet features, and at critical points in the area to determine the pond's watershed. We will additionally collect some data points to assist in determining whether additional drainage areas could be directed to said pond.

As-built Analysis: JHS will update our previously built HydroCAD model based on the as-built features and watershed. JHS will then update our previous report based on the result of the above modeling.

Expanded Treatment Feasibility Review: We foresee three potential drainage improvements that might be available to increase the treatment area of the pond. If preliminary review confirms that the pond's watershed area can be increased, JHS will recommend available alternatives to the City Engineer for review.

Optional Expanded Treatment Construction & Documentation: At the City's option, JHS will prepare construction documents for the chosen recommendation, and update our report based on the designed option.

Exclusions: We are not including permitting or construction assistance due to the unknown timeframe of potential construction.

Deliverables:

1. Updated report and model based on as-built conditions, including the watershed map, and hydraulic calculations.
2. As-built plan of the pond area, including an non-annotated .dwg file.
3. Recommendations for expanded treatment area, if available

4. Optional – Construction documents for expanded treatment area, including drawings, specifications, and table of estimated quantities.
5. Optional – Updated report and model based on the proposed improvements, including the watershed map, and hydraulic calculations.

COMPENSATION

The services described above will be completed for the following fees:

Data Collection & As-built Survey of Pond:	\$6240
As-built Modeling, Analysis, & Updated Report:	\$3600
Feasibility Review & Recommendations:	\$3240
Total:	\$13080

Optional Items (T&M NTE)

Construction Documents for Selected Improvements	\$7200
Updated Modeling & Report Based on Proposed Improvements:	\$2880

Total Optional Items: \$10080

We look forward to working with you on this project. Thank you for the opportunity to present this proposal.

JONES, HAUGH & SMITH INC
CONSULTING ENGINEERS



John H. Schulte V, P.E.

PROPOSAL ACCEPTANCE

We hereby accept the proposed services and authorize Jones Haugh & Smith to proceed:

Signed: _____ Printed Name: _____

Firm: _____

Dated: _____

2023 FEE SCHEDULE

(Per hour)

Professional Engineer	150.00
Land Surveyor	150.00
LSIT	140.00
E.I.T	140.00
Senior Technician	125.00
Junior Technician	115.00
Intern	90.00
Clerical	70.00
Supplies (hubs, stakes, etc.)	Cost
Mileage	IRS Reimbursable Rate
GPS Rover & Base	50.00
Robotic Instrument	50.00

Terms of Proposal

Jones, Haugh & Smith

The accompanying Proposal (hereinafter referred to as Proposal) is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as Terms) are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Jones, Haugh & Smith Inc (JHS). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

1. **Services:** JHS proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered “Additional Services” and will be invoiced on an hourly basis in addition to the stated fee arrangement.
2. **Information from Client:** JHS shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to JHS such information as is available to the Client and the Client’s consultants and contractors, and JHS shall be entitled to rely upon the accuracy and completeness thereof. The Client realizes that it is impossible for JHS to assure accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold JHS and JHS’s sub-consultants harmless from any claim, liability or cost, (including reasonable attorney’s fees and costs of defense) or injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the Client to JHS. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform JHS of any alleged defects in services provided or the project.
3. **Access to Site:** Unless otherwise stated, Client agrees to provide JHS with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. JHS will take precautions to minimize damage due

to these activities and the Client agrees to reimburse JHS for any costs associated with required restoration work.

4. **Standard of Care:** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of JHS's profession currently practicing under similar conditions. JHS makes no expressed or implied warranty with respect to its undertakings described herein.
5. **Certifications:** Any certification provided by JHS is a professional opinion based upon knowledge, information and beliefs available to JHS at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. JHS shall not be required to certify the existence of conditions whose existence JHS cannot reasonably ascertain.
6. **Project Approvals:** Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, JHS makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to JHS is not contingent upon project approval.
7. **Opinions or Estimates of Project Costs:** Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since JHS has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and JHS does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies
8. **Construction Phase Services:** If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that JHS is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.
9. **Ownership of Instruments of Service and Alteration of Instruments of Service:** All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by JHS under this agreement shall remain the property of JHS. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of JHS. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided. The Client shall not reuse or make any modification to the plans and specifications without prior written authorization from JHS. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless JHS from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or

modification of the construction documents by the Client or any person or entity that acquires or obtains Instruments of Service from or through the Client without the written authorization of JHS.

10. **Billings and Payments:** Invoices for JHS's services shall be submitted, at JHS's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. Timing of payments to JHS from the Client is not dependent on receipt of payment from the Project Owner. If the invoice is not paid within 30 days, JHS may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.
11. **Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 18% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
12. **Termination of Services:** The Client may terminate this agreement, upon written notice, or JHS should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay JHS for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
13. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed the amount of compensation received by the Engineer.
14. **Dispute Resolution:** Any claims or disputes made during or after the performance of services between JHS and the Client, with the exception of claims by JHS for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that JHS and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.
15. **Withdrawal of Proposal:** This proposal is valid for 30 days from the date of the Proposal. This Proposal constitutes a non-binding offer to perform services and JHS reserves the right to withdraw or modify this

Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph 17.

16. Insurance: The insurance carried by JHS at the date of this proposal is adequate for the project. If additional coverage or limits are required, JHS will attempt to obtain the requested coverage, at the Owner's expense. JHS and the Owner will list each other as additional insureds for the project at their own expense.
17. Agreement: If the Proposal is accepted, the Client and JHS may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to JHS and Client. Upon request by the Client, JHS may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between JHS and the Client.



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Contract for Services - Speaker Fee - 2024 MLK Jr. Day Event - Humanize My Hoodie

Purpose:

Council to authorize a Contract for Services for the 2024 Martin Luther King Jr. Day Event speaker.

Background:

Annually, the Owatonna Human Rights Commission (OHRC) hosts an event on Martin Luther King Jr. Day. OHRC is planning for the 2024 MLK Jr. Event to be held on Monday, January 15, 2024. This event will be held mid-day at the Steele County Historical Society. This agreement will secure the event speaker, Seema Pothini, representing Humanize My Hoodie.

Budget Impact:

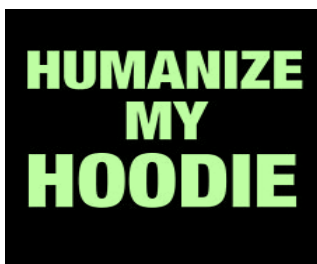
\$2,000.00 - will be paid from the OHRC Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Contract for Services - Humanize My Hoodie



Our mission is to debunk stereotypes by designing revolutionary campaigns for Black, Indigenous, and People of Color to be HUMANIZED, not criminalized.

CONTRACT FOR SERVICES

This contract entered into the 25th day of October, 2023, between the Owatonna Human Rights Commission Dr. King Day Planning Group (herein after referred to as the HRC) and Seema Pothini, (herein after referred to as the PRESENTER). The terms of the contract are as follows:

I. The PRESENTER shall:

A. Provide an in-person, 90 minute presentation on Monday, January 15, 2024, at an event in honor of Dr. King Day. Specific content will be finalized after a discussion with commission members or city staff, but will focus on Dr. King's messages of not remaining silent in the face of harm or inequities, along with humanizing each other regardless of aspects of identity (race, socioeconomics, language, (dis)ability, body size, etc.).

B. Meet with representative(s) from the HRC for a period of up to 1 hour via Zoom no later than 2 weeks prior to the event to learn about and discuss current issues, and who will be attending, so that the presentation can be tailored to meet specific needs.

II. The HRC shall:

A. Pay the presenter a total of \$2,000. Payment includes all travel expenses, preparatory work, meeting time, and individual meetings via email/phone as needed. This fee is reduced from the standard keynote rate.

B. Reserve the right to reschedule or move to online format due to an emergency, such as weather-related closing, to a different date that works for all parties no later than June 1, 2023

III. Condition of Payment:

No payment shall be made under this contract for any services performed in a manner inconsistent with federal, state or local law, rule or regulation. Payment is due, in full, no later than 1/15/2024

Should cancellation or length of time adjustments be required by the HRC, for any reason, full payment is still due to the consultant.

Seema G. Pothini

Presenter Name

A handwritten signature in black ink, appearing to read 'Seema Pothini', is written over a horizontal line.

Signature & Date

10/25/2023

HRC Representative

Signature and Date



TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: Nov. 1, 2023
RE: Change Order No. 1 - Century Fence Company Construction - Airport Fencing and Gates Project

Purpose:

Council to authorize approval of Change Order No. 1 for the Airport Fencing and Gates Project.

Background:

The Contractor is experiencing lead time of 4-6 weeks from contract approval for the delivery date of key components of the fencing. This has delayed the start of the project and may become problematic due to the potential freezing of the ground making it impossible to set fence posts in concrete. Change Order No. 1 requires that every effort be made to expedite the necessary installation and complete the project upon delivery of the materials within calendar 2023. In the event that freezing conditions delay the installation of posts until spring, a date of May 1, 2024, the final completion date, is not to be exceeded.

The Change Order also reflects recommendations regarding gate type in the congested alley location and man gates to accommodate personnel in the main commercial hangar area. The automated barrier arm type gate that lifts an arm up and down in place of the slide type gate in an alley location that accesses the ramp may be more functional due to concerns regarding snow and ice that funnels through that area and may gather and drift on chain link mesh or prohibit a slide gate from opening and closing. The Airport Commission and tenants in the alley have recommended this change as it may be a more functional and practical gate type for the location while still providing security and access control from unauthorized vehicles. The second automated gate at a secondary access location is in a clear area and would remain a chain link slide type automated gate per plan.

Additionally, the contractor will install two additional lockable personnel gates in location between the commercial area hangars and associated hardware and posts. See attached for itemized lists and schedule of costs. The work items under this change order have been reviewed by the Airport Commission with recommendation for approval.

Budget Impact:

Change Order No. 1 results in a construction contract increase of \$9,007.48. It is anticipated that the additional cost will be eligible for existing grant funding participation already in place for this project providing 95% FAA and state funding leaving an anticipated local share of approximately \$450.00.

Recommendation:

Staff recommends approval contingent on approval by the FAA.

Attachment:

Change Order 1 – Century Fence Company

CHANGE ORDER NO. 1

**Security Fencing and Gates
OWATONNA-DEGNER REGIONAL AIRPORT**

DATE OF ISSUANCE October 25, 2023

EFFECTIVE DATE November 7, 2023

OWNER CITY OF OWATONNA, MN

Contract No. FAA AIP 3-27-0074-24-23 / SP NO. A7401-104

CONTRACTOR CENTURY FENCE COMPANY.

You are directed to make the following changes in the Contract Documents.

Description: The contract is modified to alter the contract completion dates as noted in the details of this change order. This change order also adds one (1) Barrier Arm type automated gate with Key Pad/Card Reader gooseneck access control and vehicle exit pavement detector/opener in the place of and removing one (1) Cantilever (slide) type automated gate.

This change order also includes the addition of two (2) additional lockable man gates and associated terminal posts with brace and truss for fencing installed between hangars. Two (2) additional bollards with covers are added.

Attachments:

CHANGE ORDER NO. 1

Security Fencing and Gates
OWATONNA-DEGNER REGIONAL AIRPORT

DATE OF ISSUANCE October 25, 2023

EFFECTIVE DATE November 7, 2023

OWNER CITY OF OWATONNA, MN

Contract No. FAA AIP 3-27-0074-24-23 / SP NO. A7401-104

CONTRACTOR CENTURY FENCE COMPANY.

CHANGE IN CONTRACT PRICE: Original Contract Price <u>\$ 214,605.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Final Completion: <u>November 10, 2023</u>
Net changes from previous Change Orders No. <u>\$0.00</u>	Net changes from previous Change Orders No. <u>0</u>
Contract Price Prior to this Change Order <u>\$ 214,605.00</u>	Contract Times prior to this Change Order Final Completion: <u>November 10, 2023</u>
Net Increase of this Change Order <u>\$ 9,007.48</u>	Net Increase (decrease) of this Change Order Final Completion: <u>Within calendar year 2023, Not to exceed May 1, 2024 in the event of freezing weather delay</u>
Contract Price with all approved Change Orders <u>\$ 223,612.48</u>	Contract Times with all approved Change Orders Final Completion: <u>May 1, 2024</u>

APPROVED:

ACCEPTED:

By: _____
Kris Busse
City Administrator

By: _____
Ian Jorgensen
Century Fence Company

CHANGE ORDER NO. 1

Security Fencing and Gates OWATONNA-DEGNER REGIONAL AIRPORT

DATE OF ISSUANCE October 25, 2023

EFFECTIVE DATE November 7, 2023

OWNER CITY OF OWATONNA, MN

Contract No. FAA AIP 3-27-0074-24-23 / SP NO. A7401-104

CONTRACTOR CENTURY FENCE COMPANY.

HAS THIS CHANGE ORDER BEEN DISCUSSED WITH FAA OFFICIALS?

Preliminary review of this Change Order was completed by Benjamin Garrow with the FAA and approval given on November ____, 2023

1. BRIEF DESCRIPTION OF THE PROPOSED CONTRACT CHANGE(S) AND LOCATION(S).

- a. The proposed contract change includes modifying the contract times due to the delay of materials for the fencing and gates delivery date that surpasses the contract completion date and accommodates potential weather delays due to potential freezing conditions.
- b. As a condition of the contract completion date change, the Contractor agrees that upon delivery of materials anticipated io November 15, 2023 that work will begin immediately and proceed continuously until completed. If the contractor is unable to complete the project due to winter weather limitations and freezing conditions within calendar year 2023 then any uninstalled material shall be securely stored at contractor's place of business until work can resume weather permitting. It is agreed that if winter weather freezing conditions delays the fall 2023 completion that the final completion date shall not be beyond May 1, 2024.

If this work goes beyond the agreed completion date due to weather of May 1, 2024, a penalty of \$500 per day will be imposed on the Contractor until the work is completed.

- c. Changes one (1) automated cantilever gate from 28' slide gate opening to 26' slide gate opening.
- d. Changes one (1) automated cantilever gate type to an automated barrier arm type gate.
- e. Adds two (2) additional lockable man gates for personnel access points between hangars.
- f. Adds two (2) additional bollards with covers to be installed at barrier arm gate location.
- g. Adds four (4) additional terminal posts with brace and truss for fencing installed between hangars.

2. REASON(S) FOR THE CHANGE(S).

- a. The Contractor is experiencing lead time of 4-6 weeks from contract approval in the delivery date of key components of the fencing. This may delay the start of the project and become problematic due to potential freezing of the ground making it impossible to set fence posts in concrete. Every effort will be made to expedite the necessary installation and complete the project upon delivery of the materials within calendar 2023. In the event that freezing conditions delay the installation of posts until spring, a date of May 1, 2024, the final completion date, is not to be exceeded.

CHANGE ORDER NO. 1

Security Fencing and Gates OWATONNA-DEGNER REGIONAL AIRPORT

DATE OF ISSUANCE October 25, 2023

EFFECTIVE DATE November 7, 2023

OWNER CITY OF OWATONNA, MN

Contract No. FAA AIP 3-27-0074-24-23 / SP NO. A7401-104

CONTRACTOR CENTURY FENCE COMPANY.

- b. A pre-construction inspection of the project gate locations revealed that both a size and type of gate may be better suited to fit within existing building and vehicle points of access:
 - The 26' slide gate will fit better at one access point and not infringe upon future hangar building site while still allowing adequate access for type of vehicles projected to enter at this point.
 - A barrier arm type gate is better suited for alley access location due to narrow entry point with hangars on both sides of the lane. This will offer less congestion of fencing materials in alley that may become obstructed by snow and ice prone to the area in turn providing better anticipated functionality and practicality while still providing security and access control from unauthorized vehicles. Two additional bollards with covers will be needed to protect equipment.
- c. Fencing to be installed between two south hangar area commercial hangars require lockable personnel access man gates as well as additional terminal posts with brace and truss to accommodate fencing and gates in this location.

3. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST.

- a. No cost adjustment due the change in completion date by the Contractor.
- b. The cost to change from a 28' to 26' gate results in a reduction of \$162.52
- c. The costs to change one automated gate from a slide gate to a barrier arm type gate results in a reduction of \$148.00 per unit pricing as provided in the bid pricing.
- d. Adds two additional units to line item 5 for a total quantity of four for a total cost increase of \$3,188.00 to line item 5.
- e. The cost to furnish and install two additional vehicle protection bollard with covers adds \$3,410.00 per contractor's pricing.
- f. The cost to furnish and install four additional terminal posts with brace and truss for fencing between hangars adds \$2,720.00 per contractor's pricing.
- g. The net increase to the project from these change orders is a total of \$9,007.48.

4. CONSEQUENCES OF CHANGE ORDER ATTACHMENT.

If this Change Order is not approved by the FAA, the project will not meet the original completion dates as specified in the contract document due to delivery of building materials, beyond the control of the Contractor.

5. CONFORMANCE TO AIP STANDARDS AND REGULATIONS.

All items mentioned in this Change Order will meet FAA requirements.

CHANGE ORDER NO. 1

**Security Fencing and Gates
OWATONNA-DEGNER REGIONAL AIRPORT**

DATE OF ISSUANCE October 25, 2023

EFFECTIVE DATE November 7, 2023

OWNER CITY OF OWATONNA, MN

Contract No. FAA AIP 3-27-0074-24-23 / SP NO. A7401-104

CONTRACTOR CENTURY FENCE COMPANY.

RECAP:

41,657.17	Brian Hunt - Release fire escrow - 2180 St Paul Rd
107,730.00	Near North Title Group - Purchase 139 E Pearl St
20,565.92	Aquatic Design Solutions LLC - Pool filtration project
45,981.88	Cargill Inc - 400 tons Road salt
164,860.42	Ebert Inc - Council Chambers Renov Est 8
41,351.47	Everstrong Const Inc - 10 Unit T-Hanger Est 5 & partial retainage payout
20,000.00	Owatonna Area Business Dev Ctr - 2023 Loan Admin Services
1,034,698.13	Rice Lake Construction Group - WWTP Expansion Est 16
59,455.25	Schmidt Goodman Office Products - Council Chambers, Fire Hall & IT furniture
132,779.63	Southeast Service Cooperative - Oct 2023 health insurance
23,520.96	UKG Inc - 11/23-01/24 Subscription fees
32,739.08	AvFuel Corp - Airport fuel for resale
20,250.00	Baker Tilly - 2023B Gen Obligation Street Reconstruct Bond Fees
20,171.01	Central Farm Service - Fleet fuel
332,987.35	Wencl Construction - 2023 Street & Utility Est 2
<u>481,785.35</u>	OTHER EXPENDITURES
\$ 2,580,533.62	<i>SUBTOTAL</i>
<u>95,814.60</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$ <u><u>2,676,348.22</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 999-19100-000-000-000000			
375289	10/17/23	BEVERLY MILLER	830.84	O	Regular
375290	10/17/23	BRIAN HUNT	41,657.17	O	Regular
375291	10/17/23	NEAR NORTH TITLE GROUP	107,730.00	O	Regular
375292	10/17/23	NEAR NORTH TITLE GROUP	500.00	O	Regular
375293	10/24/23	ACUSHNET COMPANY	1,148.06	O	Regular
375294	10/24/23	ADVANCED ENGINEERING & ENVIRON	3,451.76	O	Regular
375295	10/24/23	ADVANTAGE DISTRIBUTING & LUBR	259.44	O	Regular
375296	10/24/23	ALBERT LEA TRIBUNE	198.00	O	Regular
375297	10/24/23	ALEXANDER LUMBER COMPANY	362.03	O	Regular
375298	10/24/23	ANOVA	4,312.28	O	Regular
375299	10/24/23	APG MEDIA OF SO MINNESOTA LLC	1,497.42	O	Regular
375300	10/24/23	AQUATIC DESIGN SOLUTIONS LLC	20,565.92	O	Regular
375301	10/24/23	ARAMARK UNIFORM SERVICES INC	394.86	O	Regular
375302	10/24/23	ARROW ACE HARDWARE	138.91	R	ACH
375303	10/24/23	ASPEN MILLS INCORPORATED	2,448.00	O	Regular
375304	10/24/23	BAKER & TAYLOR BOOKS	2,031.12	R	ACH
375305	10/24/23	BLACKSTONE PUBLISHING	245.09	R	ACH
375306	10/24/23	BUREAU CRIMINAL APPREHENSION	600.00	O	Regular
375307	10/24/23	CARGILL INC	45,981.88	O	Regular
375308	10/24/23	CARQUEST	378.68	O	Regular
375309	10/24/23	CAVALIER COACHES INC	995.00	O	Regular
375310	10/24/23	CCP INDUSTRIES INC	80.99	R	ACH
375311	10/24/23	CDW GOVERNMENT INC	34.78	O	Regular
375312	10/24/23	CEDAR VALLEY SERVICES INC	601.87	O	Regular
375313	10/24/23	CEMSTONE CONCRETE MATERIAL LLC	882.50	O	Regular
375314	10/24/23	CEMSTONE PRODUCTS CO	909.61	O	Regular
375315	10/24/23	CENGAGE LEARNING INC/GALE	291.89	R	ACH
375316	10/24/23	CENTRAL FARM SERVICE	2,522.89	O	Regular
375317	10/24/23	COURT SPORTS & MORE	878.00	R	ACH
375318	10/24/23	CRANE CREEK ASPHALT	15,675.16	R	ACH
375319	10/24/23	CULLIGAN OF OWATONNA	33.83	O	Regular
375320	10/24/23	CUSTOM COMMUNICATIONS INC	3,008.06	O	Regular
375321	10/24/23	D & M CONSTRUCTION LLC	7,184.55	R	ACH
375322	10/24/23	DAKOTA COUNTY TECHNICAL COLLEG	4,550.00	O	Regular
375323	10/24/23	DAVIS MECHANICAL SYSTEMS INC	6,654.00	R	ACH
375324	10/24/23	DEANS WESTSIDE TOWING	150.00	R	ACH
375325	10/24/23	DELL MARKETING LP	2,956.07	R	ACH
375326	10/24/23	DLL FINANCE LLC	4,438.80	O	Regular
375327	10/24/23	EARL F ANDERSEN & ASSOC	190.35	O	Regular
375328	10/24/23	EBERT INC	164,860.42	R	ACH
375329	10/24/23	EMPLOYEE STRATEGIES INC	1,400.00	R	ACH
375330	10/24/23	EROSION CONTROL INC	100.00	O	Regular
375331	10/24/23	EVERSTRONG CONSTRUCTION INC	41,351.47	O	Regular
375332	10/24/23	EXPRESS PRESSURE WASHERS INC	115.28	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375333	10/24/23	FARMERS FEED AND PET SUPPLY	69.99	O	Regular
375334	10/24/23	FIRE PROTECTION SERVICES	3,906.29	O	Regular
375335	10/24/23	FIRST SUPPLY OWATONNA	193.67	O	Regular
375336	10/24/23	FLAHERTY & HOOD PA	1,580.00	R	ACH
375337	10/24/23	FLOW MEASUREMENT AND CONTROL	1,312.00	O	Regular
375338	10/24/23	FOUR SEASONS ELECTRIC	3,251.32	R	ACH
375339	10/24/23	FULLSTEAM	1,112.42	R	Wire Transfer
375340	10/24/23	FULLSTEAM HOLDINGS LLC	571.00	R	ACH
375341	10/24/23	GALLAGHER BENEFIT SERVICES INC	500.00	R	ACH
375342	10/24/23	GLOBAL ASSETS INTEGRATED LLC	2,848.37	O	Regular
375343	10/24/23	GLOBAL PAYMENTS INTEGRATED	2,190.22	R	Wire Transfer
375344	10/24/23	GRACE BAPTIST CHURCH	150.00	O	Regular
375345	10/24/23	GRAINGER	975.95	R	ACH
375346	10/24/23	HD SUPPLY INC	295.59	R	ACH
375347	10/24/23	HILLYARD INC	976.24	O	Regular
375348	10/24/23	HORIZON COMMERCIAL POOL SUPPLY	149.76	R	ACH
375349	10/24/23	HOUSE OWATONNA	151.18	O	Regular
375350	10/24/23	IDEAL BLASTING SUPPLY	6,538.92	O	Regular
375351	10/24/23	IFACS	191.51	R	ACH
375352	10/24/23	INFO USA MARKETING INC	465.00	O	Regular
375353	10/24/23	INNOVATIVE OFFICE SOLUTIONS	667.98	O	Regular
375354	10/24/23	INSTY PRINTS	379.17	R	ACH
375355	10/24/23	JONES HAUGH & SMITH INC	378.28	O	Regular
375356	10/24/23	KEEKER INC	39.25	R	ACH
375357	10/24/23	LACEYS AT BROOKTREE	1,800.00	O	Regular
375358	10/24/23	LAVERN WOBSCALL	1,000.00	O	Regular
375359	10/24/23	LAWSON AUTOMOTIVE LLC	1,905.28	O	Regular
375360	10/24/23	LAWSON PRODUCTS	474.85	O	Regular
375361	10/24/23	LEAGUE OF MN CITIES	250.00	O	Regular
375362	10/24/23	MANTRONICS MAILING SYSTEMS INC	37.85	R	ACH
375363	10/24/23	MARCO TECHNOLOGIES LLC	669.14	R	ACH
375364	10/24/23	MARVIN PURRIER CONCRETE & MAS	3,545.00	O	Regular
375365	10/24/23	MARY RISHAVY	96.64	O	Regular
375366	10/24/23	MATTHEW R HOKANSON	1,570.18	R	ACH
375367	10/24/23	MESSERLI & KRAMER PA	976.82	O	Regular
375368	10/24/23	METRO SALES INC	91.30	O	Regular
375369	10/24/23	METRNET SYSTEMS HOLDINGS LLC	62.08	R	ACH
375370	10/24/23	MICHAEL A. OLDENBURG	378.00	O	Regular
375371	10/24/23	MID-AMERICAN RESEARCH CHEMICAL	1,150.85	O	Regular
375372	10/24/23	MIKE'S REPAIR	1,562.00	R	ACH
375373	10/24/23	MINNESOTA SECURITY CONSORTIUM	1,500.00	R	ACH
375374	10/24/23	MISGEN AUTO PARTS	540.00	O	Regular
375375	10/24/23	MN DEPT OF LABOR AND INDUSTRY	4,282.32	R	Wire Transfer
375376	10/24/23	MN DEPT OF REVENUE	5,889.12	R	Wire Transfer
375377	10/24/23	MN FIRE SERVICE CERT BOARD	25.00	O	Regular

A/P Check Register
Checks from

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375378	10/24/23	MN GOLF ASSOCIATION	90.00	O	Regular
375379	10/24/23	MN OFFICE OF ADMIN HEARINGS	49.00	O	Regular
375380	10/24/23	MN PETROLEUM SERVICE	240.00	O	Regular
375381	10/24/23	MN UNEMPLOYMENT INS FUND	155.65	O	Regular
375382	10/24/23	MRI SOFTWARE LLC	200.00	R	ACH
375383	10/24/23	MTI DISTRIBUTING INC	3,050.93	R	ACH
375384	10/24/23	MUNIPLATFORM	450.00	O	Regular
375385	10/24/23	NAPA AUTO PARTS	631.44	R	ACH
375386	10/24/23	NORTHERN SAFETY TECHNOLOGY INC	362.23	R	ACH
375387	10/24/23	OFFICE OF MNIT SERVICES	1,228.50	O	Regular
375388	10/24/23	OLYMPIC FIRE PROTECTION CORP	240.00	R	ACH
375389	10/24/23	OWATONNA AREA BUSINESS DEV CTR	20,000.00	O	Regular
375390	10/24/23	OWATONNA AREA CHAMBER FOUNDATN	3,500.00	O	Regular
375391	10/24/23	OWATONNA GLASS LLC	312.27	O	Regular
375392	10/24/23	OWATONNA HEATING & COOLING INC	954.50	O	Regular
375393	10/24/23	OWATONNA MOTOR COMPANY	1,106.61	O	Regular
375394	10/24/23	OWATONNA PUB SCHOOLS ISD 761	1,995.00	O	Regular
375395	10/24/23	OWATONNA PUBLIC UTILITIES	2,025.06	R	ACH
375396	10/24/23	OWATONNA QUARTERBACK CLUB	1,000.00	O	Regular
375397	10/24/23	OWATONNA SOFTBALL ASSN	4,425.00	O	Regular
375398	10/24/23	OWATONNA VETERINARY SERVICES	31.30	O	Regular
375399	10/24/23	PDI	45.30	O	Regular
375400	10/24/23	PLUNKETT'S PEST CONTROL INC	160.00	R	ACH
375401	10/24/23	PRIME GARAGE DOOR & MORE LLC	2,722.50	O	Regular
375402	10/24/23	QUADIENT FINANCE USA INC	1,500.00	O	Regular
375403	10/24/23	RAMY TURF PRODUCTS	2,490.00	O	Regular
375404	10/24/23	RENT N SAVE PORTABLE SERVICES	3,821.90	O	Regular
375405	10/24/23	RICE LAKE CONSTRUCTION GROUP	1,034,698.13	R	ACH
375406	10/24/23	RICE STEELE 911 CENTER	3,240.00	O	Regular
375407	10/24/23	SANCO EQUIPMENT	235.19	R	ACH
375408	10/24/23	SCHMIDT GOODMAN OFFICE PRODUCT	59,455.25	O	Regular
375409	10/24/23	SCOTT F LIMBERG	700.00	R	ACH
375410	10/24/23	SELCO	2,323.78	R	ACH
375411	10/24/23	SHERWIN WILLIAMS COMPANY	164.29	O	Regular
375412	10/24/23	SHI CORP	279.93	O	Regular
375413	10/24/23	SOUTHEAST SERVICE COOPERATIVE	132,779.63	R	Wire Transfer
375414	10/24/23	SPHERION STAFFING LLC	2,262.00	O	Regular
375415	10/24/23	STATE INDUSTRIAL PRODUCTS	518.58	O	Regular
375416	10/24/23	STEELE CO ATTORNEY'S OFFICE	376.80	O	Regular
375417	10/24/23	STEELE COUNTY TREASURER	5,944.25	O	Regular
375418	10/24/23	STEWART COMPANIES INC	92.73	O	Regular
375419	10/24/23	STEWART SANITATION	1,827.29	O	Regular
375420	10/24/23	STREICHER'S INC	3,518.30	O	Regular
375421	10/24/23	SYNCHRONY BANK	736.86	O	Regular
375422	10/24/23	T-MOBILE	1,274.37	O	Regular

apadatecr2 City of Owatonna

sbera
A/P Check Register

11/01/2023 17:33 Page 4

Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375423	10/24/23	TEMPLE ELECTRIC MOTOR SERV INC	1,145.50	R	ACH
375424	10/24/23	TERRACON CONSULTANTS INC	5,191.25	R	ACH
375425	10/24/23	TEXAS REFINERY CORP	12.58	R	ACH
375426	10/24/23	THE RETROFIT COMPANIES INC	779.82	R	ACH
375427	10/24/23	TREASURER STATE OF MINN	40.00	O	Regular
375428	10/24/23	TREASURY DIVISION, FINANCE	188.40	O	Regular
375429	10/24/23	TRI M GRAPHICS	573.28	R	ACH
375430	10/24/23	TURTLE CREEK NURSERY & LNDSCP	444.97	O	Regular
375431	10/24/23	UKG INC	23,520.96	R	ACH
375432	10/24/23	UNITED WAY	105.00	O	Regular
375433	10/24/23	US BANK	350.00	O	Regular
375434	10/24/23	US BANK	14,418.06	R	Wire Transfer
375435	10/24/23	VAN METER INC	349.23	O	Regular
375436	10/24/23	VERIZON	2,702.57	O	Regular
375437	10/24/23	VERIZON WIRELESS	234.03	O	Regular
375438	10/24/23	VERTEX UNMANNED SOLUTIONS LLC	139.00	O	Regular
375439	10/24/23	W W BLACKTOPPING INC	1,988.96	O	Regular
375440	10/24/23	WALBRAN & FURNESS CHARTERED	4,721.75	R	ACH
375441	10/24/23	WASECA COUNTY HWY DEPT	63.09	O	Regular
375442	10/24/23	WASTE MANAGEMENT OF WI-MN	663.44	O	Regular
375443	10/24/23	WASTEQUIP	2,417.00	O	Regular
375444	10/24/23	WEST PUBLISHING CORPORATION	581.43	R	ACH
375445	10/24/23	WEX BANK	1,168.86	R	Wire Transfer
375446	10/24/23	WEX HEALTH INC	349.25	R	Wire Transfer
375447	10/24/23	WOLFF AND SONS INC	147.50	R	ACH
375448	10/24/23	YOUTH 1ST INC	625.00	O	Regular
375449	10/27/23	METRONET SYSTEMS HOLDINGS LLC	1,398.00	R	ACH
375450	10/27/23	RIPPLEY RICHARD REAL ESTATE	5,000.00	O	Regular
375451	10/27/23	SURPLUS SERVICES	795.00	O	Regular
375452	10/27/23	T-MOBILE	1,554.78	O	Regular
375453	11/01/23	A & K LLC	304.00	R	ACH
375454	11/01/23	A&H PROPERTIES	451.00	R	ACH
375455	11/01/23	ADAMS REVOCABLE LIVING TRUST	544.00	R	ACH
375456	11/01/23	ALL AREA MANAGEMENT LLC	969.00	R	ACH
375457	11/01/23	APACHE APARTMENTS	810.00	R	ACH
375458	11/01/23	ARNFELT RENTS	124.00	R	ACH
375459	11/01/23	ATM PROPERTIES LLC	1,036.00	R	ACH
375460	11/01/23	AUSTIN HRA	2,165.00	O	Regular
375461	11/01/23	B-GROVE LLC	1,224.00	R	ACH
375462	11/01/23	BARRY GILLESPIE	223.00	R	ACH
375463	11/01/23	BB BROTHERS HOLDINGS LLC	329.00	R	ACH
375464	11/01/23	BROWN CYNTHIA	509.00	R	ACH
375465	11/01/23	BRYCEN GREGOR	990.00	R	ACH
375466	11/01/23	CAPELLE COMPANIES LLC	535.00	R	ACH
375467	11/01/23	CEDAR HILLS ESTATES	546.00	R	ACH

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33 Page 5

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375468	11/01/23	CEDAR RIDGE APARTMENTS	817.00	R	ACH
375469	11/01/23	CEDAR ROSE ASSOCIATES LLC	372.00	R	ACH
375470	11/01/23	CEDAR RUN TOWN HOMES MDI #41	4,459.00	R	ACH
375471	11/01/23	CEDARDALE NORTH APARTMENTS	266.00	R	ACH
375472	11/01/23	CEDARDALE SOUTH APARTMENTS	476.00	R	ACH
375473	11/01/23	CEDARDALE WEST APARTMENTS	529.00	R	ACH
375474	11/01/23	CHRIS PROHASKI	993.00	R	ACH
375475	11/01/23	COMMON CENTS PROPERTIES LLC	340.00	R	ACH
375476	11/01/23	COOPERS COURT LLC	913.00	R	ACH
375477	11/01/23	DAN NECHVILLE	706.00	R	ACH
375478	11/01/23	DANIEL SCHLEGEL	483.00	R	ACH
375479	11/01/23	DONALD RIPPLE	982.00	R	ACH
375480	11/01/23	DSBMT, LLC	591.00	R	ACH
375481	11/01/23	EEK LLC	326.00	R	ACH
375482	11/01/23	ELLINGSON RICHARD	479.00	R	ACH
375483	11/01/23	ELM STREET PROPERTIES	473.00	R	ACH
375484	11/01/23	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
375485	11/01/23	GERALD BESSER & JANET BESSER	498.00	R	ACH
375486	11/01/23	IMAGE APARTMENT	2,426.00	R	ACH
375487	11/01/23	JASON HINNA	766.00	R	ACH
375488	11/01/23	JBLL EQUITIES LLC	1,364.00	R	ACH
375489	11/01/23	JOHN & DENISE SCHROEDER	505.00	R	ACH
375490	11/01/23	JOHNSON WINDOW & SIDING INC	3,032.00	R	ACH
375491	11/01/23	JPF PROPERTIES	1,071.00	R	ACH
375492	11/01/23	JULIE WERSAL	437.00	R	ACH
375493	11/01/23	KEG INVESTMENTS LLC	449.00	R	ACH
375494	11/01/23	KEITH MARTIN	1,292.00	R	ACH
375495	11/01/23	KERR MCCAULEY INVESTMENT II	289.00	R	ACH
375496	11/01/23	KLEVOS GREG	979.00	R	ACH
375497	11/01/23	LAXMAN S SUNDAE	775.00	R	ACH
375498	11/01/23	LEE ANNA	1,287.00	R	ACH
375499	11/01/23	LINCOLN SQUARE APARTMENTS	9,145.00	R	ACH
375500	11/01/23	LWO LIMITED PARTNERSHIP #116	3,851.00	R	ACH
375501	11/01/23	MANCINI NICHOLAS	819.00	R	ACH
375502	11/01/23	MARQUARDT DENNIS	3,053.00	R	ACH
375503	11/01/23	MARTIN ALLAN	2,291.00	R	ACH
375504	11/01/23	MCCAULEY PATRICK	835.00	R	ACH
375505	11/01/23	MIDWEST INVEST LLC	534.00	R	ACH
375506	11/01/23	MINNEAPOLIS PHA	917.40	R	ACH
375507	11/01/23	NECHVILLE SUSAN	1,292.00	R	ACH
375508	11/01/23	NORTH VIEW APARTMENTS	944.00	R	ACH
375509	11/01/23	NORTHCOURT APARTMENTS	864.00	R	ACH
375510	11/01/23	NORTHGATE	1,777.00	R	ACH
375511	11/01/23	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
375512	11/01/23	NORTHWEST MANOR	1,443.00	R	ACH

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33

Page 6

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375513	11/01/23	OWATONNA PUBLIC UTILITIES	299.00	R	ACH
375514	11/01/23	PARKVIEW OWATONNA LLC	751.00	R	ACH
375515	11/01/23	PETER BIEL	1,700.00	R	ACH
375516	11/01/23	POSITIVE SHARE LLC	1,154.00	R	ACH
375517	11/01/23	PROHASKI PROPERTIES	1,268.00	R	ACH
375518	11/01/23	QUALITY RENTALS OF OWATONNA LL	631.00	R	ACH
375519	11/01/23	RAYMOND WILLMOTT	346.00	R	ACH
375520	11/01/23	RWB PROPERTIES	384.00	R	ACH
375521	11/01/23	SCOTT COUNTY CDA	3,531.20	R	ACH
375522	11/01/23	SIXSPARKS LLC	737.00	R	ACH
375523	11/01/23	SMITH REAL ESTATE LLC	464.00	R	ACH
375524	11/01/23	SOUTH CENTRAL HUMAN RELATIONS	3,076.00	R	ACH
375525	11/01/23	STADHEIM PROPERTIES	830.00	R	ACH
375526	11/01/23	SUBLAND INVESTMNTS & LIFESTYLE	226.00	R	ACH
375527	11/01/23	SUMMIT MANOR	370.00	R	ACH
375528	11/01/23	TM RENTALS II LLC	436.00	R	ACH
375529	11/01/23	USDA RURAL DEVELOPMENT	480.00	O	Regular
375530	11/01/23	USDA RURAL DEVELOPMENT	401.00	O	Regular
375531	11/01/23	WILLOW RUN I MDI #58	3,005.00	R	ACH
375532	11/01/23	WILLOW RUN II MDI #85	3,867.00	R	ACH
375533	11/01/23	YOUNGDAHL DEVELOPMENT LLC	1,562.00	R	ACH
375534	11/01/23	ZK INVESTORS LLC	1,651.00	R	ACH
375535	11/07/23	AFLAC	2,731.16	O	Regular
375536	11/07/23	ALEXANDER LUMBER COMPANY	39.82	O	Regular
375537	11/07/23	AMERICAN TEST CENTER INC	1,806.00	O	Regular
375538	11/07/23	ARAMARK UNIFORM SERVICES INC	828.34	O	Regular
375539	11/07/23	ARROW ACE HARDWARE	434.57	R	ACH
375540	11/07/23	ASBESTROL INC	11,803.70	O	Regular
375541	11/07/23	ASPEN MILLS INCORPORATED	66.70	O	Regular
375542	11/07/23	AVFUEL CORPORATION	32,739.08	R	ACH
375543	11/07/23	BAKER & TAYLOR BOOKS	1,062.48	R	ACH
375544	11/07/23	BAKER TILLY US LLP	20,250.00	O	Regular
375545	11/07/23	BENJAMIN R JOHNSON	58.59	O	Regular
375546	11/07/23	BLACKSTONE PUBLISHING	201.67	R	ACH
375547	11/07/23	BLUUM OF MINNESOTA LLC	816.80	O	Regular
375548	11/07/23	BUILDING SYSTEMS HOLDINGS LLC	11,625.00	R	ACH
375549	11/07/23	BULLDOG COATINGS	4,668.50	O	Regular
375550	11/07/23	CABLECAST COMMUNITY MEDIA	2,400.00	O	Regular
375551	11/07/23	CARQUEST	1,381.51	O	Regular
375552	11/07/23	CAVALIER COACHES INC	895.00	O	Regular
375553	11/07/23	CEMSTONE CONCRETE MATERIAL LLC	346.50	O	Regular
375554	11/07/23	CEMSTONE PRODUCTS CO	91.41	O	Regular
375555	11/07/23	CENGAGE LEARNING INC/GALE	64.77	R	ACH
375556	11/07/23	CENTRAL FARM SERVICE	20,171.01	O	Regular
375557	11/07/23	CITY OF ALBERT LEA	1,666.22	O	Regular

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33 Page 7

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375558	11/07/23	CITY-COUNTY COMMUNIC & MKTG	400.00	O	Regular
375559	11/07/23	COURT SPORTS & MORE	12.00	R	ACH
375560	11/07/23	COVERALL OF THE TWIN CITIES	2,455.00	O	Regular
375561	11/07/23	CRANE CREEK ASPHALT	1,697.79	R	ACH
375562	11/07/23	CUMMINS INC	810.41	R	ACH
375563	11/07/23	CURT'S TRUCK & DIESEL SERVICE	501.37	R	ACH
375564	11/07/23	CUSTOM COMMUNICATIONS INC	34.70	O	Regular
375565	11/07/23	D & M CONSTRUCTION LLC	7,509.05	R	ACH
375566	11/07/23	DAGRY TOOLING INC	218.00	O	Regular
375567	11/07/23	DEANS WESTSIDE TOWING	1,000.00	R	ACH
375568	11/07/23	DELL MARKETING LP	980.59	R	ACH
375569	11/07/23	DH ATHLETICS LLC	4,230.00	O	Regular
375570	11/07/23	EARL F ANDERSEN & ASSOC	496.30	O	Regular
375571	11/07/23	EYE MED VISION CARE	407.06	O	Regular
375572	11/07/23	FARRELL EQUIP & SUPPLY CO INC	899.97	O	Regular
375573	11/07/23	FIREPLACE CONNECTION	510.00	O	Regular
375574	11/07/23	FIRST HOSPITAL LABORATORIES IN	757.62	O	Regular
375575	11/07/23	FIRST SUPPLY OWATONNA	214.76	O	Regular
375576	11/07/23	FLAHERTY & HOOD PA	2,650.27	R	ACH
375577	11/07/23	GRAINGER	835.84	R	ACH
375578	11/07/23	HALLA AARON	12,685.00	O	Regular
375579	11/07/23	HAWKINS INC	20.00	R	ACH
375580	11/07/23	HEALTHPARTNERS INC	4,976.90	O	Regular
375581	11/07/23	HILLYARD INC	2,251.63	O	Regular
375582	11/07/23	HUBER SUPPLY CO INC	95.80	O	Regular
375583	11/07/23	IFACS	246.29	R	ACH
375584	11/07/23	INNOVATIVE OFFICE SOLUTIONS	313.57	O	Regular
375585	11/07/23	KARLEIGH BUSHAW	200.00	O	Regular
375586	11/07/23	KENNEDY & GRAVEN CHARTERED	9,000.00	O	Regular
375587	11/07/23	KOWZ-FM	417.00	R	ACH
375588	11/07/23	LARRY THORNHILL	320.00	O	Regular
375589	11/07/23	LAWSON AUTOMOTIVE LLC	1,503.55	O	Regular
375590	11/07/23	LINDER DIGITAL	1,000.00	O	Regular
375591	11/07/23	LITTLE FALLS MACHINE INC	502.90	R	ACH
375592	11/07/23	MADISON NATL LIF INS CO INC	983.32	O	Regular
375593	11/07/23	MALO ROOFING	907.00	R	ACH
375594	11/07/23	MANKE'S OUTDOOR EQUIP & APPL	29.73	R	ACH
375595	11/07/23	MARCO TECHNOLOGIES LLC	410.49	R	ACH
375596	11/07/23	MATTHEW R HOKANSON	8,799.65	R	ACH
375597	11/07/23	METRO SALES INC	478.27	O	Regular
375598	11/07/23	METRONET SYSTEMS HOLDINGS LLC	165.84	R	ACH
375599	11/07/23	MICHAEL A. OLDENBURG	180.00	O	Regular
375600	11/07/23	MICHAEL BEACH COACHING & CONSU	400.00	R	ACH
375601	11/07/23	MIKE'S REPAIR	1,961.02	R	ACH
375602	11/07/23	MINNESOTA LIFE	2,996.70	O	Regular

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33 Page 8

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375603	11/07/23	MINNESOTA PAVING & MATERIALS	456.62	0	Regular
375604	11/07/23	MN DEPT OF TRANSPORTATION	82.35	0	Regular
375605	11/07/23	MN DRIVER & VEHICLE SERVICES	15.25	0	Regular
375606	11/07/23	MN NCPERS GROUP LIFE INSURANCE	448.00	0	Regular
375607	11/07/23	MN VALLEY TESTING LABS INC	430.10	R	ACH
375608	11/07/23	MOBOTREX INC	1,172.86	R	ACH
375609	11/07/23	MTI DISTRIBUTING INC	909.69	R	ACH
375610	11/07/23	NAPA AUTO PARTS	331.17	R	ACH
375611	11/07/23	NARDINI FIRE EQUIPMENT CO INC	587.00	0	Regular
375612	11/07/23	NEAR NORTH TITLE GROUP	1,000.00	0	Regular
375613	11/07/23	NORTHLAND FARM SYSTEMS	475.98	0	Regular
375614	11/07/23	O'REILLY AUTOMOTIVE INC	124.98	0	Regular
375615	11/07/23	OLYMPIC FIRE PROTECTION CORP	2,755.00	R	ACH
375616	11/07/23	OWATONNA HEATING & COOLING INC	214.00	0	Regular
375617	11/07/23	OWATONNA MOTOR COMPANY	520.53	0	Regular
375618	11/07/23	OWATONNA VETERINARY HOSPITAL	226.99	0	Regular
375619	11/07/23	PLUNKETT'S PEST CONTROL INC	1,241.57	R	ACH
375620	11/07/23	PUMP AND METER SERVICE,INC	295.00	R	ACH
375621	11/07/23	PVS TECHNOLOGIES INC	10,668.50	0	Regular
375622	11/07/23	QUALITY FLOW SYSTEMS INC	10,830.00	0	Regular
375623	11/07/23	RCM SPECIALTIES	1,954.53	0	Regular
375624	11/07/23	RDO EQUIPMENT CO	2,910.73	0	Regular
375625	11/07/23	REINDERS INC	417.66	R	ACH
375626	11/07/23	RICE CO SOLID WASTE DEPT	109.23	0	Regular
375627	11/07/23	RIVERLAND COMMUNITY COLLEGE	7,895.00	0	Regular
375628	11/07/23	SANCO EQUIPMENT	615.81	R	ACH
375629	11/07/23	SCHILLING SUPPLY CO	2,884.71	R	ACH
375630	11/07/23	SCHMIDT GOODMAN OFFICE PRODUCT	7,168.84	0	Regular
375631	11/07/23	SHERWIN WILLIAMS COMPANY	665.78	0	Regular
375632	11/07/23	SHI CORP	56.94	0	Regular
375633	11/07/23	SHRED RIGHT	40.00	0	Regular
375634	11/07/23	SPHERION STAFFING LLC	2,015.50	0	Regular
375635	11/07/23	ST CROIX RECREATION CO	294.00	R	ACH
375636	11/07/23	STATE INDUSTRIAL PRODUCTS	1,852.46	0	Regular
375637	11/07/23	STEELE CO HISTORICAL SOCIETY	10,000.00	0	Regular
375638	11/07/23	STEELE COUNTY RECORDER	20.00	0	Regular
375639	11/07/23	STEWART DENISE	361.81	0	Regular
375640	11/07/23	STOUFERS AUTO SALES INC	11,700.00	0	Regular
375641	11/07/23	STREICHER'S INC	1,251.00	0	Regular
375642	11/07/23	STRYKER	180.96	0	Regular
375643	11/07/23	SWEET TOWING	135.00	0	Regular
375644	11/07/23	TECH SALES	417.00	0	Regular
375645	11/07/23	UNITED WAY	105.00	0	Regular
375646	11/07/23	US BANK	850.00	0	Regular
375647	11/07/23	VENTURE HYDRAULICS INC	339.98	R	ACH

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33 Page 9

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375648	11/07/23	W W BLACKTOPPING INC	1,588.62	O	Regular
375649	11/07/23	WENCL CONSTRUCTION	332,987.35	O	Regular
375650	11/07/23	WHKS & CO	15,354.31	R	ACH
375651	11/07/23	WHKS & CO	16,048.18	R	ACH
375652	11/07/23	WHKS & CO	619.00	R	ACH
375653	11/07/23	WHKS & CO	5,390.92	R	ACH
375654	11/07/23	WOLFF AND SONS INC	174.40	R	ACH
375655	11/07/23	XCEL ENERGY	293.88	O	Regular
375656	11/07/23	ZEP MANUFACTURING CO	196.51	R	ACH
375657	11/07/23	ZERO WASTE USA INC	1,057.90	O	Regular

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/01/2023 17:33

Page 9

187	Checks total:	997,238.95
174	ACH total:	1,516,919.39
0	EFTPS total:	
8	Wire transfer total:	162,189.88
0	Payment Manager total:	
369	GRAND TOTALS	2,676,348.22



CITY OF
OWATONNA

Resolutions



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: Resolution 108-23: Accept RFP Proposals and Award Policy - 2024 Medical Insurance

Purpose:

Adopt Resolution No. 108-23 to accept the RFP proposals and award a policy for 2024 medical insurance.

Background:

National Insurance Services (NIS), the City's agent of record for medical insurance, advertised in the local paper that the City of Owatonna was accepting requests for proposals for medical insurance. October 3, 2023 was the deadline to receive the RFP's for 2024 medical coverage.

The RFPs that were received were compared and analyzed by NIS and presented to the City's Insurance Committee on October 12, 2023.

It is recommended that the City stay with their current medical insurance carrier, Medica - Service Cooperative (MHC) which is offering a 13.5% increase.

Budget Impact:

Cost sharing of medical insurance premiums has already been approved by the Council and accounted for in the 2024 budget proposal. There is no additional budget impact for renewal with Medica - Service Cooperative (MHC).

Staff Recommendation:

Staff recommends adopting Resolution No 108-23.

Attachments:

1. Resolution 108-23 Medical Insurance

RESOLUTION NO. 108-23

A RESOLUTION ACCEPTING RFP PROPOSALS AND AWARDDING POLICY

WHEREAS, pursuant to an Advertisement for Request for Proposals for the 2024 Medical Insurance contract we received, opened, and tabulated according to law, and the following RFP's were received complying with the advertisement:

Bids were received up to October 3, 2023. The following companies submitted RFP's:

City of Owatonna - Medical - Proposals Received		
Carrier	Proposal Received	Comments
Blue Cross Blue Shield	Yes	2024 proposed, renewal cap for 2025
Medica - Service Cooperative (MHC)	Yes	2024 proposed, no renewal cap for 2025
Health Partners Ins. Co	No	No Response
Public Employee Insurance Program (PEIP)	Yes	2024 proposed, no renewal cap for 2025
Medica	No	No Response
United HealthCare	No	No Response
Sourcewell (NJPA)	No	No Response
Gravie/Comfort	No	No Response

and,

WHEREAS, it appears that the current carrier Medica – Service Cooperative (MHC) is the responsible RFP received for Medical Insurance with an increase of 13.5%.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Medica – Service Cooperative (MHC) in the name of the City of Owatonna for the 2024 Medical insurance policy according to the policies therefore approved by the City Council and on file in the office of the City Clerk.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of November, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sydnee Stroeing, Planning Specialist
SUBJECT: Resolution 109-23: VAR-8 Side Yard Accessory Building - 1815 Greenhaven Lane NE

Purpose:

Council to approve Resolution 109-23 for VAR-8. This is a request received from Gene Nelson to allow a 12' by 10' accessory building in the side yard where the City Code only permits an accessory building to be in the rear yard.

Background:

Staff Report attached.

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

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 109-23 to approve this variance as recommended by the Planning Commission.

Attachments:

1. Res 109-23 - VAR-8 Side Yard Accessory Building - 1815 Greenhaven Ln NE
2. Staff Report w PC Minutes- VAR-8

RESOLUTION NO. 109-23
A RESOLUTION APPROVING VARIANCE VAR-8

WHEREAS, Application VAR-8, by Gene Nelson, a request to allow for a 12' by 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard and legally described as follows:

Lot 18, Block 2, Brooktree No. 4, Steele County, Minnesota
; and

WHEREAS, The Planning Commission held a public hearing on October 24, 2023 and recommended approval of VAR-8; and

WHEREAS, on November 7, 2023, the City Council accepted and approved Variance VAR-8, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-8 Staff Report.

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

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

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

October 24, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-8, by Gene Nelson, a request to allow for a 12' x 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard.

Application Review:

Applicant/Owner: Gene Nelson

Location of Property: 1815 Greenhaven Ln NE

Zoning Map: R-1, Single Family Residential District

Zoning Ordinance: Section 157.040 (A)(1) states that no accessory building or structure shall be erected or located in any required yard other than the rear yard.

Report Attachments:

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

Proposed Development:

- ◆ Application VAR-8, by Gene Nelson, a request to allow for a 12' x 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard for the property located at 1815 Greenhaven Lane NE.
- ◆ City Code permits accessory buildings in the rear yard only, with an exception for private detached garages in the side yard.
- ◆ Accessory buildings are required to be a minimum of 3' from lot lines and 3' from existing buildings. Moveable accessory structures can be closer than 3' to existing buildings provided that all Building Code requirements are met.
- ◆ The applicant proposes a 12' by 10' shed that will be 12' in height and located approximately 15' from the side property line and 1' from the existing garage.
- ◆ The proposed shed will meet all setback requirements, Building Code requirements, and is not within the easement on the lot.
- ◆ The design and roof line of the shed will match the garage and the exterior will match the house.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.

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

Staff Review:

Staff is recommending approval of the variance for a 12' x 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard for the property located at 1815 Greenhaven Lane NE with the following provision.

- 1) The accessory building shall be compatible with the house.

Planning Commission:

VAR-8, which is a request by Gene Nelson, to allow for a 12' x 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard for the property located at 1815 Greenhaven Lane NE, was presented by Planning Specialist Sydnee Stroeing. (Refer to report on file.) Public hearing opened at 5:31 pm. No comments were made regarding this request. Public hearing closed at 5:32 pm. Eickhoff said the justification makes sense. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of this variance for a 12' x 10' accessory building located in the side yard where code only permits accessory buildings to be in the rear yard for the property located at 1815 Greenhaven Lane NE with the following provision:

- 1) The accessory building shall be compatible with the house.

All Commissioners voting Aye, the motion carried.

1815 Greenhaven Ln NE
City of Owatonna



October 06, 2023

Site 



1:4,500
1 in = 375 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.

1815 Greenhaven Ln NE
City of Owatonna



October 06, 2023

Site 



1:900
1 in = 75 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.

Variance Application**VAR-8****Applicant**

 Gene Nelson
 5074752142
 @jjjnelson08@msn.com

Primary Location

1815 GREENHAVEN LN NE
Owatonna, 55060

Property Use**Applicant Is..**

Owner

Property Use

Single Family

Legal Description

12' x 10' storage shed matching the architecture of the garage. it would have the same roof slant. etc.

Is the work already completed or in progress?

No

What are you applying for?

Building a storage shed next to my garage on a cement slab that was already there when we bought the property.

Why do you feel your request should be granted?

Our house is on the Brooktree golf course. We do not want to obstruct our view of the golf course or any of our neighbors' views as well. We think a shed in the rear yard would take away some of the value of the property. A shed behind the garage is not feasible because of the landscaping we have there. The proposed shed would be 12' x 10' and match the architecture of the house / garage.

Project Plan

The shed will be 12' x 10'. It will sit on the back 12' of the cement slab that is on the left side of the garage if you are looking at our house from the street.

The design of the shed will match the design of the garage. The roof line will have the same slope as the garage. The siding will match in style and the shingles will match as best as possible. The door of the shed will be about six feet wide and will face the street. There will be a smaller window in the back wall opposite the door. The door and trim will match the door and trim of the garage. The siding color will match the house.

I plan to leave a gap of one foot between the garage and the shed. The shed will be attached to the ground as required to prevent it from blowing away in a strong wind storm.

The highest point of the shed will be no more than twelve feet high. I believe this is the maximum height allowed for a shed.

The closest property line from the shed will be about 15 feet away. There is plenty of room on that side of the property.

There will be no electricity or running water in the shed.



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sydnee Stroeing, Planning Specialist
SUBJECT: Resolution 110-23: VAR-9 Duplex Lot Size - 144 Selby Ave SW

Purpose:

Council to approve Resolution 110-23 for VAR-9. This is a request by Troy & Lisa Johnson for a lot size variance on a 9,825 square foot lot where 10,000 square feet is required for the minimum lot size for a two-family dwelling in the R-3, Single- and Two-Family Residential District.

Background:

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

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 110-23 to approve this variance recommended by the Planning Commission.

Attachments:

1. Resolution 110-23 - VAR-9
2. Staff Report w PC Minutes - VAR-9

RESOLUTION NO. 110-23
A RESOLUTION APPROVING VARIANCE VAR-9

WHEREAS, Application VAR-9, by Troy & Lisa Johnson, a request for a lot size variance on a 9,825 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling on the R-3, Single- and Two-Family Residential District and legally described as follows:

Lot 11 and the East 9 feet of Lot 10, EXCEPTING THEREFROM: The North 75 feet thereof all being in Block 2, O'Brien's Addition, Steele County, Minnesota

; and

WHEREAS, The Planning Commission held a public hearing on October 24, 2023 and recommended approval of VAR-9; and

WHEREAS, on November 7, 2023, the City Council accepted and approved Variance VAR-9, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-9 Staff Report.

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said variance be and the same hereby is approved with the following provisions:
 - a) The units shall be registered with the Rental Registration program.
 - b) The property shall not contain more than 2 units at any one time.
 - c) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye __; No __; Absent __.

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

October 24, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-9, by Troy & Lisa Johnson, a request for a lot size variance on a 9,825 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-3, Single- and Two-Family Residential District.

Application Review:

Applicant/Owner: Troy & Lisa Johnson

Location of Property: 144 Selby Ave SW

Zoning Map: R-3, Medium Density Residential District

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

Report Attachments:

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

Proposed Development:

- ◆ Application VAR-9, by Troy & Lisa Johnson, a request for a lot size variance on a 9,825 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-3, Single- and Two-Family Residential District for the property located at 144 Selby Ave SW.
- ◆ The zoning ordinance defines a two-family dwelling as a dwelling designated exclusively for occupancy by two families living independently of each other.
- ◆ A two-family dwelling in the R-3, Single- and Two-Family Residential District must have a minimum lot size of 10,000 square feet and a minimum lot area of 5,000 square feet per unit.
- ◆ Zoning ordinance requires that a use that has not been there for more than 180 days be brought into full compliance with the ordinance.
- ◆ According to the Fire Department, who administers the Rental Registration Program, the property was initially registered in 2004 with 2 units and renewed in 2013. The license expired in 2015 and has not been renewed since.
- ◆ There is a two-car, attached garage and two parking spots outside of the garage on the property.
- ◆ Staff has not heard from any neighbors regarding this request as of the date of this report.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.

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

Staff Review:

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

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 2 units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.

Planning Commission:

VAR-9, which is a request by Troy & Lisa Johnson for a lot size variance on a 9,825 square foot lot where 10,000 square feet is required for a minimum lot size for a two-family dwelling in the R-3, Single- and Two-Family Residential District for the property located at 144 Selby Avenue SW was presented by Planning Specialist Sydnee Stroeing. (Refer to report on file.) Public hearing opened at 5:34 pm. No comments were made regarding this request. Public hearing closed at 5:35 pm. Peake said that they're within 175 square feet of the minimum. A motion was made by Peake and seconded by Effertz to recommend City Council approval of this variance request with the following provisions:

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than two units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.

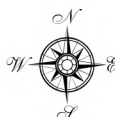
All Commissioners voting Aye, the motion carried.

144 Selby Ave SW
City of Owatonna



October 10, 2023

Site 



1:3,000

1 in = 250 ft

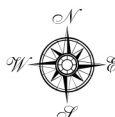
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes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

144 Selby Ave SW
City of Owatonna



October 10, 2023

Site 



1:900
1 in = 75 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.



144 Selby Ave. Owatonna, MN 55060

The duplex consists of an upstairs and downstairs apartment with all separate utilities and a two-car attached garage.



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 111-23: Award 2023 Fall Demo Quotes - JJD Companies

Purpose:

Request the Council approve Resolution 111-23 to accept quotes received and award the 2023 Fall Demo Quotes to JJD Companies.

Background:

The City purchased 126 Fremont Street E earlier this year. Since the purchase, the City has been using this house for numerous Police and Fire training exercises. The final exercise was held at the end of October by performing live burn training. The house ash now needs to be removed in addition to the foundation and disconnecting the services at the mains. In addition, the rear fencing and landscaping will also be removed. The low bid for this property is \$15,000 to complete this work.

Also, as part of the new Monson Eye Clinic project, the City obtained the former Monson Eye Clinic building. This building has also been used for police and fire training in the previous few months and will be used for the November SWAT training exercise. The property will be demolished as a whole and brought back to grade with a gravel finish. This area will be reconstructed with the Vine Street parking lot construction. Utilities will be capped on the property at this time and will be disconnected by the future contractor with the Vine Street Parking Lot project.

Budget Impact:

The total quote is \$50,000 for the demolition and restoration of both properties.

Staff Recommendation:

Based on the two quotes received, staff recommends the low quote received from JJD Companies be awarded the 2023 Fall Demolition Project by approval of Resolution 111-23.

Attachments:

1. Resolution 111-23 2023 Fall Demo - Approve Quotes - Award Contract - JJD Companies

RESOLUTION NO. 111-23
A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Quotes for the 2023 Fall Demo Quotes were received from two (2) companies. The following bids were received for the bid schedules:

	126 Freemont Street East	Former Monson Building	Total
JJD Companies	\$15,0000	\$35,000	\$50,000
Steve James Construction	\$41,000	\$42,500	\$83,500

WHEREAS, the lowest responsible bidder was JJD Companies.

WHEREAS, City staff has reviewed the bids and recommend accepting the low bid for the project in the amount of \$ 50,000.00.

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 JJD Companies in the name of the City of Owatonna for 2023 Fall demo Quotes according to the quote documents for the project.

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

Aye __; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Resolution 112-23 Name 2024 Polling Sites

Purpose:

Council approval of Resolution 112-23 designating polling sites for public elections held during 2024.

Background:

Minnesota Statute section 204B.16, requires municipalities to designate precinct polling places for all elections by December 31 for the upcoming year and 90 days prior to a planned election. There are three elections planned next year:

- 1) Presidential Nominating Primary (PNP) Election - March 5, 2024
- 2) Primary Election - August 13, 2024
- 3) General Election - November 5, 2024

The city does have the ability to change a polling location mid-year for an emergency or if the polling place becomes unavailable.

The 2024 Polling Site locations will be:

Ward 1/Precinct 1	Trinity Lutheran Church	609 Lincoln Avenue
Ward 1/Precinct 2	Associated Church	800 Havana Road
Ward 2/Precinct 1	Owatonna Public Library	105 N Elm Avenue
Ward 2/Precinct 2	Bethel Church	1611 Hemlock Ave
Ward 3/Precinct 1	Charles S. Crandall Center	540 West Hills Circle
Ward 3/Precinct 2	Emmanuel Lutheran Church	750 Jeffrey Street
Ward 4 /Precinct 1	Sacred Heart Parish Center	739 S Cedar Avenue
Ward 4/Precinct 2	Christ Community Covenant Church	540 SE 18th St
Ward 5/Precinct 1	Grace Baptist Church	265 26th St NE
Ward 5 /Precinct 2	Our Savior's Lutheran Church	1909 St Paul Road

Eight of these sites were used during the last election in 2022. Two new sites will be used next year:

W3/P1 previously in the Owatonna Arts Center will now be in the newly renovated

chambers at City Hall. This site is more accessible for voters with ground-level entry and no stairs.

W4/P2 previously in the Steele County History Center will now be at Christ Community Covenant Church. The History Center was unavailable for the August Primary Election because of Steele County Free Fair activities.

Budget Impact:

None, all of these polling sites are volunteered and no rent is paid.

Staff Recommendation:

Staff recommends approval of Resolution 112-23.

Attachments:

1. Resolution 106-23 Set 2024 Polling Sites

RESOLUTION NO. 112-23
A RESOLUTION DESIGNATING POLLING PLACES
FOR ELECTIONS HELD DURING 2024

BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the following places shall serve as the regular polling places for public elections held during 2024. There are three elections planned next year:

- 1) Presidential Nominating Primary (PNP) Election - March 5, 2024
- 2) Primary Election - August 13, 2024
- 3) General Election - November 5, 2024

1-1	First Ward/First Precinct - Trinity Lutheran Church, 609 Lincoln Avenue
1-2	First Ward/Second Precinct - Associated Church, 800 Havana Road
2-1	Second Ward/First Precinct - Owatonna Public Library, 105 N Elm Avenue
2-2	Second Ward/Second Precinct – Bethel Church, 1611 Hemlock Avenue
3-1	Third Ward/First Precinct – Chambers, Charles S. Crandall Center, 540 West Hills Circle
3-2	Third Ward/Second Precinct - Emmanuel Lutheran Church, 750 Jeffrey Street
4-1	Fourth Ward/First Precinct - Sacred Heart Parish Center, 810 South Cedar Avenue
4-2	Fourth Ward/Second Precinct – Christ Community Covenant Church, 540 SE 18 th Street
5-1	Fifth Ward/First Precinct - Grace Baptist Church, 265 26th Street NE
5-2	Fifth Ward/Second Precinct - Our Savior's Lutheran Church, 1909 St. Paul Road

Statue requires sites be designated by December 31st the prior year and 90 days prior to an election. The polling places and location wherein shall serve are as follows for the following wards/precincts:

On Election Days, City Staff will post 30-minute parking signs on the north side of Broadway Street E between Elm Avenue and Grove Avenue per Resolution 59-12 approved by Council on November 5, 2012.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Miscellaneous



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order #8 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #8 for the Wastewater Treatment Facility Expansion Project.

Background:

Certain sections of piping need to be ordered after equipment is set and field measurements can be obtained. All the piping and fittings that could be ordered without field measurement were done as soon as possible after the project bid. Since then, there has been price escalation for ductile iron spools (DIP) and this work change directive (WCD) is for the spools in the MBR building that require field measurement.

Budget Impact:

The change in contract price is \$25,919.20 and will be paid for out of the Sewer Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order #8

CHANGE ORDER NO. 8

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 11/8/2023 Effective Date of Change Order: 11/7/2023

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

Description:

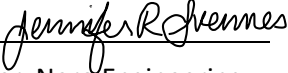
Price escalation of ductile iron spools for the MBR building.

Attachments:

WCD No. 48.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 7: \$ 663,454.55	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 7: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 56,384,054.55	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ 25,919.20	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 56,409,973.75	Contract Times with all approved Change Orders: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 11/1/2023

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EJCDC® C-941, Change Order.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies
and American Society of Civil Engineers. All rights reserved.

Owatonna WWTF Upgrade and Expansion

Change Order Log

Printed: 10/31/2023

Original Contract Cost

\$55,720,600.00

Net Change in Project

\$774,518.64 1.39%

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3	-\$12,511.72			
	4	8/19/2022	Field Order No.4	\$53,409.75			
	5	8/25/2022	Field Order No.2	\$3,329.18			
	7	8/25/2022	RFI #29	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98			
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
3		6/22/2023	Wage Rate Update	\$0.00	Yes	\$0.00	\$55,883,200.86
4	1	6/23/2023	Contaminated Soil Removal	\$193,738.62	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Additional Granular Fill	\$72,219.17			
5	32	6/23/2023	Vaughan Price Escalation	\$3,535.00	Yes	\$3,535.00	\$56,152,693.65
6	18	4/3/2023	Field Order No. 8	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RW	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14	\$3,659.69			
	35	6/23/2023	Field Order Directive #13	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	No	\$25,919.20	\$56,409,973.75

\$774,518.64

WCD Net Change

\$226,606.65

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	No	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			

WORK CHANGE DIRECTIVE NO.: 48

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 9/20/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Certain sections of piping need to be ordered after equipment is set and field measurements can be obtained. All the piping and fittings that could be ordered without field measurement was done so as soon as possible after the project bid. Since then, there has been price escalation for DIP and this WCD is for the spools in the MBR that required field measurement.

Attachments:

WCD #048 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Price escalation of ductile iron spools for the MBR building.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$25,919.20 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shermes

Title: Lead Process Engineer

Date: 10/17/2023



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order #9 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #9 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created as a means to address construction issues, design clarifications, and interdisciplinary coordination, just to name a few. WCDs, which are approved administratively, serve as changes to the contract. Due to the nature of the project and the current shipping and manufacturing climate, administrative approval is required to reduce delays and lock in shipping dates and prices. Administrative approval follows all requirements outlined by City audit procedures. WCD 57 was the only administratively approved WCD in Change Order 9. Administrative approval was required in order for the contractor to stay ahead of the critical path and limit the length of time a component of our WWTF process was/will be off line.

WCDs in Change Order 9 are outlined in the Change Order Log and supplemental attachments.

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The budget impact of the Change Order is \$85,144.89 and will be paid out of the Sewer Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order #9

CHANGE ORDER NO. 9

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: 11/8/2023 Effective Date of Change Order: 11/7/2023

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

Description:

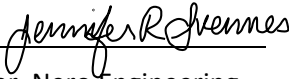
Work Change Directives No. 23, 38, 39, 40, 42, 43, 44, 45, 49, 50, 52, 53, 54, 56, 57, 60.

Attachments:

Work Change Directive Log – 10-31-2023. Change Order Log – 10-31-2023.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 8: \$ 689,373.75	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 8: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 56,409,973.75	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ \$85,144.89	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 56,495,118.64	Contract Times with all approved Change Orders: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 11/1/2023

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EJCDC® C-941, Change Order.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Owatonna WWTF Upgrade and Expansion

Change Order Log

Printed: 10/31/2023

Original Contract Cost

\$55,720,600.00

Net Change in Project

\$774,518.64 1.39%

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
1	15	5/30/2022	SUEZ Price Escalation	\$252,500.00	Yes	\$252,500.00	\$55,973,100.00
2	2	8/19/2022	Field Order No.1	\$581.15	Yes	-\$89,899.14	\$55,883,200.86
	3	8/22/2022	Field Order No.3	-\$12,511.72			
	4	8/19/2022	Field Order No.4	\$53,409.75			
	5	8/25/2022	Field Order No.2	\$3,329.18			
	7	8/25/2022	RFI #29	-\$11,092.99			
	8	9/30/2022	MBR Tank Drain Valves	\$16,853.62			
	9	9/30/2022	Field Order No.9	\$9,613.92			
	10	9/30/2022	Grating Width Changes and Perm Wall Pipe	-\$6,944.33			
	12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt. 1&2	\$75,579.50			
	13	10/25/2022	RFI #25	\$13,737.58			
	14	10/16/2022	Additional Window in Admin Building	\$21,862.56			
	16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$17,903.83			
	17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$3,835.98			
	19	12/22/2022	RFI No. 45 - Hardware Material Change	-\$240,249.52			
3		6/22/2023	Wage Rate Update	\$0.00	Yes	\$0.00	\$55,883,200.86
4	1	6/23/2023	Contaminated Soil Removal	\$193,738.62	Yes	\$265,957.79	\$56,149,158.65
	6	6/23/2023	Additional Granular Fill	\$72,219.17			
5	32	6/23/2023	Vaughan Price Escalation	\$3,535.00	Yes	\$3,535.00	\$56,152,693.65
6	18	4/3/2023	Field Order No. 8	\$60,677.57	Yes	\$116,244.44	\$56,268,938.09
	21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel Opening at RW	\$3,786.97			
	22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and DTC	-\$12,442.85			
	24	2/17/2023	Add MBR Blower Inlet Dampers	\$2,042.52			
	26	3/7/2023	AB Blower Piping Expansion Joints	\$34,243.47			
	27	4/3/2023	MLS Bonnetless Knife Gate Valves	-\$49,439.50			
	29	4/12/2023	FSB Roof Drain Piping	\$7,125.53			
	33	6/23/2023	RFI #117 - Weirs and Anchors	\$13,435.27			
	34	6/23/2023	Field Order Directive #14	\$3,659.69			
	35	6/23/2023	Field Order Directive #13	\$33,902.50			
	36	6/23/2023	MBR Influent Channel additional grout	\$16,029.48			
	37	6/23/2023	FSB Flexible Chutes	\$3,223.79			
7	41	9/14/2023	Coating System Changes	\$115,116.46	Yes	\$115,116.46	\$56,384,054.55
8	48	9/20/2023	Ductile Iron Pipe Price Escalation	\$25,919.20	No	\$25,919.20	\$56,409,973.75

\$774,518.64

WCD Net Change
\$226,606.65

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	No	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			

WORK CHANGE DIRECTIVE NO.: 23

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 7/31/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Installation of the AB Basin blower piping detailed in the as-built plans and approved SS fabrication submittal. The price includes a 50/50 cost sharing with RL.

Attachments:

WCD #023 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Adjustment on the installation of the AB Basin Blower piping. The change provided a long-term benefit to the Owner by making more space in the tunnel and a short-term benefit to the Contractor for construction sequencing.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$22,330.34 [increase] [decrease] ~~[not yet estimated]~~

Contract Time: 0 days [increase] [decrease] ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/11/2023

WORK CHANGE DIRECTIVE NO.: 38

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/29/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in RFIs 128 and 135 including:

- **Add ¾" RPZ to the Process Building Domestic Cold-Water line.**
- **Add two 6" isolation butterfly valves and two 6" check valves to HWS/HWR pumps.**

Attachments:

WCD #038 Proposal from Rice Lake. RFI# 128 and RFI# 135.

Purpose for the Work Change Directive:

Necessary for hydronic system to function.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$10,786.50 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/11/2023

WORK CHANGE DIRECTIVE NO.: 39

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/12/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in Field Order No. 17 including:

- **MBR Roofing Changes**
- **Admin Locker Changes**

Attachments:

WCD #039 Proposal from Rice Lake. Field Order No. 17.

Purpose for the Work Change Directive:

Parapet and changes to the roof were required for new tunnel to improve access into MBR. Locker style was incorrectly specified, and this WCD includes the desired locker style.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$47,508.35 ~~[increase] [decrease] [not yet estimated].~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/12/2023

WORK CHANGE DIRECTIVE NO.: 40

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 8/15/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Credit back on chemicals used for the hydronic system water treatment.

Attachments:

WCD #040 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Refund for purchasing the required chemicals.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$3,317.46 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/16/2023

WORK CHANGE DIRECTIVE NO.: 42

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 9/13/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Door added to FSB Chutes.

Attachments:

WCD #042 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Door allows for easier maintenance and access to the Chute

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$1,645.22 [increase] [decrease] [not yet estimated].

Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/16/2023

WORK CHANGE DIRECTIVE NO.: 43

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 9/13/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in RFI #145 regarding providing starters for FSB Exhaust Fans 8 and 9.

Attachments:

WCD #043 Proposal from Rice Lake. RFI #145.

Purpose for the Work Change Directive:

There was a change in cost for KEC to supply and install the starters.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$5,410.46 [increase] [decrease] [not yet estimated].
Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shermes
Title: Lead Process Engineer
Date: 10/16/2023

WORK CHANGE DIRECTIVE NO.: 44

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 9/13/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Removal of Select Granular Replacement from Existing Roadway Areas.

Attachments:

WCD #044 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Cost savings alternative since the subgrade is suitable.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$42,916.93 ~~[increase] [decrease] [not yet estimated].~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated].~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Hennessy

Title: Lead Process Engineer

Date: 10/16/2023

WORK CHANGE DIRECTIVE NO.: 45

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 9/20/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Install 16" x 14" Concentric reducers and hangers next to the 14" flow meter in RAS pump discharge line. Cost includes the credit for the 16" spool downsized with this change.

Attachments:

WCD #045 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Reducers are needed to install 14" flow meters in the 16" RAS pump discharge lines.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$42,690.51 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Stenmes
Title: Lead Process Engineer
Date: 10/17/2023

WORK CHANGE DIRECTIVE NO.: 49

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/17/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in Field Order No. 19 including:

- Revise the arrangement of the EWR/NPW piping system in the DTC/RWC/MBR tunnels. The 1-½" RPZ originally shown in the DTC can be omitted along with the associated 1-½" NPW piping from the DTC to the RWC.
- Two point of use electric water heaters are being added to serve the utility sinks that were previously served by the NPW from the RPZ in the DTC. These sinks will now be served with potable water.
- The water heater originally shown in the Digester Operations Level process room also needs to be relocated to the electrical room due to space ratings, See DTC-M107.

Attachments:

WCD #049 Proposal from Rice Lake. Field Order No. 19.

Purpose for the Work Change Directive:

Cost saving adjustments in pipe plumbing in DTC, RWC and MBR Tunnels.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$7,478.34	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shennes

Title: Lead Process Engineer

Date: 10/17/2023

WORK CHANGE DIRECTIVE NO.: 50

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/19/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in Field Order No. 20 including a new water softener in the ADM Building to serve the building hot water system, boiler fill line and the mixing faucet in the garage.

Attachments:

WCD #050 Proposal from Rice Lake. Field Order No. 20.

Purpose for the Work Change Directive:

Adding new water softener in the ADM Building to serve the building hot water system, boiler fill line and the mixing faucet in the garage

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$11,056.65 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Hennessy
Title: Lead Process Engineer
Date: 10/19/2023

WORK CHANGE DIRECTIVE NO.: 52

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	10/19/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

The existing handrails around the AB basins are in good condition but were shown in the project documents as being removed and replaced with new. This WCD removes the new AB handrails from the project and the existing handrails will be reused.

Attachments:

WCD #052 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Cost savings associated with removing AB handrails from the project.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$93,600.24	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Jennes
Title: Lead Process Engineer
Date: 10/19/2023

WORK CHANGE DIRECTIVE NO.: 53

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/19/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Cost associated with changes detailed in Field Order 21. Changes include:

- Revising elevation of tunnel roof at north end of aeration basin. Revising grating to concrete over channels to Anoxic Zones 1 and 2.
- Revising splitter box framing plan due to conflict between beams and stop logs.

Attachments:

WCD #053 Proposal from Rice Lake. Field Order No. 21.

Purpose for the Work Change Directive:

Improve the top of the tunnel walkways by maintaining the same elevation and concrete surface at locations of new channels. Revise grating on splitter box to address conflict between beams and stop logs.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$17,335.49 ~~[increase] [decrease] [not yet estimated]~~
Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

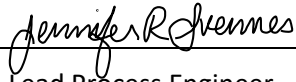
Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:



Title: Lead Process Engineer

Date: 10/19/2023

WORK CHANGE DIRECTIVE NO.: 54

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/19/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes detailed in Field Order No. 22 for admin hydronic piping changes. Changes includes new hydronic piping, coatings and insulation.

Attachments:

WCD #054 Proposal from Rice Lake. Field Order No. 22 and Its Revised Orders.

Purpose for the Work Change Directive:

Location of VAVs and associated piping was not clear in the add alternate hydronic plans on Drawings ADM-M104 and ADM-M105. In addition, the piping to/from AHU-1 was not shown.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$20,874.24 [increase] [decrease] [not yet estimated].
Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Shermes

Title: Lead Process Engineer

Date: 10/19/2023

WORK CHANGE DIRECTIVE NO.: 56

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	10/16/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Asbestos removal in Admin flooring and asbestos caulk in Chemical Storage building roofing.

Attachments:

WCD #056 Proposal from Rice Lake. AET Asbestos reports dated October 10, 2023.

Purpose for the Work Change Directive:

Asbestos must be safely removed.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$15,557.54	[increase] [decrease] [not yet estimated]
Contract Time:	0 days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	<u>Jennifer R. Shennes</u>	<u></u>
Title:	<u>Lead Process Engineer</u>	<u></u>
Date:	<u>10/16/2023</u>	<u></u>

WORK CHANGE DIRECTIVE NO.: 57

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 10/27/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

The existing aeration basins have areas where the original coatings have failed. Coatings are not recommended in tanks upstream of the MBR process due to the potential of paints flakes causing with the membranes. Pressure washing the existing basins to clean them and remove areas that are flaking is recommended to prepare the basins for use with the MBR.

Attachments:

WCD #057 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Clean aeration basins. It was intended to include this in the project originally and was inadvertently left out.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$29,931.27 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Jennes
Title: Lead Process Engineer
Date: 10/27/2023

WORK CHANGE DIRECTIVE NO.: 60

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	10/31/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Replace solenoid valves for wash water system on existing coarse screen.

Attachments:

WCD #060 Proposal from Rice Lake.

Purpose for the Work Change Directive:

The existing screen and washer/compactor in the Main Lift Station use solenoid valves to control the wash water for the process. The solenoid valves appeared to be in good condition through planning and design of this project but have deteriorated quickly. The deterioration is likely due to an inadequate material being used in a harsh environment. This WCD is for the replacement of these solenoid valves with explosion proof stainless steel solenoid valves.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,331.29 ~~[increase] [decrease] [not yet estimated]~~

Contract Time: 0 days ~~[increase] [decrease] [not yet estimated]~~

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Jennifer R. Venner

Title: Lead Process Engineer

Date: 10/31/2023



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Traffic Engineering Services Proposal - Short Elliott Hendrickson Inc.

Purpose:

Requesting City Council approval Traffic Engineering Services agreement on an as-needed basis to aid staff in the analysis and operational review of the City's traffic signal system with Short Elliott Hendrickson Inc. (SEH).

Background:

Periodically, the City requires assistance with traffic signal system analysis for a variety of reasons. This proposal aims at expediting review time and the resulting solution to traffic signal issues. SEH has been working with the City on our traffic signal system for over 30 years. They have intimate knowledge of our traffic operations and were a part of nearly every signal system design. Being able to utilize their expertise in coming up with quick and effective solutions will be key to maintaining a healthy traffic signal system. The Steele County Highway is supportive of this agreement as many of our signals are on the County Highway System.

Budget Impact:

The budget impact will be \$10,000 and come from the operating budget. Council approval will be required to exceed the \$10,000 maximum. Note, the County participates in signal maintenance on any signal they have a cost share responsibility on. Discussions regarding this professional service and all other maintenance conducted on any shared signal are to be split between the City and County based on the agreed upon cost share. The overall system has a rough cost split of 60% City and 40% County. Staff anticipates the breakdown of this contract to be close to the same split, but can vary depending on what signals the work is performed on.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Miscellaneous Traffic Services Proposal 10-09-23



Building a Better World
for All of Us®

October 9, 2023

RE: Owatonna, Minnesota
On-Call Traffic Assistance Services
SEH No. OWATO0000.00

Mr. Sean Murphy, PE
Public Works Director/City Engineer
City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

Dear Mr. Murphy:

The City of Owatonna is looking for occasional assistance and analysis from a knowledgeable source to help deal with and address current issues related to City owned and operated traffic systems and other traffic related issues. To address this need, the City has requested that Short Elliott Hendrickson Inc. (SEH) provide to the City a proposal and cost estimate for providing these as-needed services on an On-Call basis.

SEH appreciates the opportunity to submit this proposal to the City of Owatonna to provide as-needed assistance with analysis and/or review of operational issues related to the City owned and operated traffic systems.

SEH has significant experience in all aspects relating to traffic signals. This experience includes design of new traffic signal systems, modifications of existing traffic signal systems, Emergency Vehicle Preemption (EVP) design, traffic signal timing and coordination, construction inspection, and review of signal systems to be able to note potential operational issues and assist with getting these issues addressed in a timely manner. Since 1978, SEH staff members have designed more than 2,000 traffic signals and more than 300 additional EVP system designs. A number of these designs have been for the City of Owatonna and Steele County, and SEH has been assisting the City with design and modifications of their traffic signal systems for more than 30 years.

SEH is committed to developing a work program for as-needed analysis and operational review of the City's traffic systems that will be compatible with the City's needs. We have met the City's high standards in our previous work, and will provide the same quality services for this project.

This letter proposal can be the basis for an agreement for ongoing as-needed assistance and analysis of the traffic systems and all subsequent services. As part of the project, we have put together the following Work Program for performing the work. The Work Program is fairly well defined based on anticipated cooperative efforts between SEH, the City of Owatonna, and the Steele County Highway Department. The Work Program does, however, provide flexibility to make the most efficient use of SEH, City, and County staff.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Work Scope

Typical traffic engineering services available to the City through SEH may include but not be limited to the following:

1. SEH will be available to the City of Owatonna to review and discuss City concerns related to noted operational issues and potential maintenance required on their traffic signal systems and overall traffic systems in general. Typically, SEH will be able to address City concerns within a 24-48 hour period, unless the issue requires a more immediate response.
2. SEH will review the City's traffic related issues and attempt to address the issue over the phone or via email if possible, describing what the City can check on at the system in question to attempt to address the issue themselves without SEH having to make a specific site visit to review the issue.
3. SEH will attempt to resolve the issues noted by the City using the City's own personnel, and will work with the City to solicit help from outside SEH and the City should the issue be unable to be addressed via SEH staff or City staff. This would include contacting either MnDOT District Traffic Office personnel (Rochester office) for assistance or contacting a private electrical contractor to obtain a price quote for reviewing and addressing the ongoing concern.
4. Note that SEH does not have the expertise or equipment needed to perform field modification work (such as re-lamping signals, re-aiming signal heads or EVP detectors, re-wiring work in pole bases or in the controller cabinet, etc.), but will work with the City so that a qualified person is retained to complete all required work in a timely manner.
5. SEH can also assist the City as needed with traffic counting and study needs, including but not limited to the following: setting traffic counters; taking turning movement counts; performing signal warrant analysis studies, gap studies, pedestrian studies, signing and pavement marking assistance, traffic and geometric analysis assistance, and other miscellaneous traffic related studies; and any other traffic related needs that the City may see fit to request assistance from SEH.

Staff

SEH proposes to use the following staff members to assist the City on an as-needed basis for the above mentioned work items:

John M. Gray, PE – Project Manager

John has worked on traffic signal design and construction services with SEH for more than 35 years, and his experience includes the design of more than 2,000 traffic signals and 300 emergency vehicle preemption systems. He will be responsible for the initial evaluation, resolution of the issues, and be the primary contact with the City to oversee and address ongoing issues.

Chad Jorgenson, PE, PTOE – Traffic Engineer

Chad is a Transportation Engineer/Project Manager with nearly 10 years of traffic engineering experience. His experience on traffic systems in the City of Owatonna and as a Project Manager in similar projects will be of great benefit to the overall scope of this work.

Roger Plum, PE, PTOE – Senior Project Engineer

Roger has several years of experience with the operation of traffic signal systems, both for the City of Minneapolis and for SEH. With the City of Minneapolis, Roger oversaw the operation and timing of over 700 coordinated traffic signal systems and has a great deal of experience with the overall operation of traffic signal systems (including controller cabinet operations).

Other staff members are available as needed to assist in a timely manner to help address any ongoing City traffic system related issues.

Schedule

SEH will be on-call with the City of Owatonna to provide assistance on an as needed basis. SEH will work to address ongoing issues in a timely manner and will work with the City as needed to provide the required services stated above.

Proposed Contract/Fees

Site visits for review of traffic related items and issues would be completed as requested by the City at an estimated cost of \$2,000 per site visit (with time and cost depending on how long each site visit takes to address City issues). This includes mileage to and from the City of Owatonna to SEH offices, and any other reimbursable expenses related to work on this project.

Miscellaneous traffic needs can be performed by SEH at an estimated cost of approximately \$250 per hour, with setting of traffic counters being able to be provided at a cost of around \$125 per hour. Included in any miscellaneous traffic needs will be mileage to and from the City of Owatonna to SEH offices, and any other reimbursable expenses related to work on the miscellaneous traffic needs.

SEH will be available via phone or email to address ongoing issues and will bill the City only for time actually spent on addressing issues. Time spent on short return phone calls or emails will not be billed unless more than one hour is spent addressing the issue in question. Typically, the cost for an hour of service on this work is approximately \$250 per hour.

Traffic study work or analysis of issues on behalf of the City would be billed at the cost to actually complete the work requested by the City, including any mileage to and from the City of Owatonna to SEH offices and any reimbursable expenses related to this work.

At this time, we would propose to the City a cost-not-to-exceed budget for providing miscellaneous traffic services of **\$10,000** (except to exceed as authorized by the City) to cover any additional work performed by SEH for the City on an as-needed basis.

A detailed analysis of each hour billed will be provided to the City with any invoices provided by SEH for this work, so that the City is fully aware of all work performed by SEH on behalf of the City to address City needs on this project. Reimbursable expenses will also be detailed for City information.

The above costs do not include attending any City Council or City Committee meetings.

Any additional tasks added to or deleted from this project due to significant changes in the general scope of the project or the project itself including, but not limited to, changes in size, complexity of character or type of construction, shall be by written amendment to contract signed by both parties.

The Agreement between SEH and the City of Owatonna may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination, SEH shall be compensated for services performed to termination date, including expenses and equipment costs then due and all terminal expenses. SEH will provide the City with reproducible copies of any documents already completed at the time of termination.

Mr. Sean Murphy, PE
October 9, 2023
Page 4

We appreciate the City's faith in SEH for our previous traffic services work within the City and strive to meet your needs for all signal and traffic related concerns within the City.

Please review our proposal, and feel free to contact me at 651.402.4383 to discuss further if needed. If acceptable to the City, please sign below and return one (1) signed copy to me for our records.

We appreciate your consideration of our proposal to provide additional miscellaneous traffic related services, and look forward to being able to serve you and the City of Owatonna.

Sincerely,
Short Elliott Hendrickson Inc.

John M. Gray, PE
Senior Professional Traffic Engineer/Project Manager

Accepted this _____ day of _____, 2023.

CITY OF OWATONNA, MINNESOTA

By: _____

Title: _____



DATE: November 7, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: On-Sale Liquor License - Inside Swing LLC - 685 W Bridge St #5

Purpose:

Council approval of a new On-Sale Liquor License with Sunday Sales for InLine Swing, LLC.

Background:

This will be a new establishment at 685 W Bridge Street #5. They plan to open in a few weeks and want their On-Sale Liquor License active to allow staff to begin stocking and training. They will offer an indoor golf experience with a full-service bar and also feature food from Basilleo's.

A background verification was completed and Chief Mundale has no objection to the issuance of this license.

I have received the required documents to complete this process: license application, Certificate of Liability Insurance, a diagram showing the licensed area, and payment of fees. When the liquor license application was submitted, they hoped to open during August but renovations took longer and a Certificate of Occupancy was just issued; I will refund a \$500 overpayment of the license fee received (2 months at \$250/month).

Budget Impact:

\$2,350 - this is for \$100 background verification, \$50 application fee, \$2000 license fee (8 months Nov-June), and \$100 Sunday Sales fee.

Staff Recommendation:

Staff recommends approval.

Attachments:

None