



CITY COUNCIL MEETING
Tuesday, December 5, 2023 at 7:00 PM
Chambers in the Charles S. Crandall Center
540 West Hills Circle
Roll Call - Council Members: Boeke, Raney, Svenby,
Voss, Dotson, Burbank, & Schultz

PLEASE NOTE: At 5:30 p.m. Study Session in Chambers with updates on the Proposed 2024 Budget and Levies.
At 6:00 p.m. the annual Truth-in-Taxation Meeting will begin in Chambers.

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

1.1. Council Agenda

1.2. Mayor Kuntz

1.2.1. Proclamation - DECA Week - November 27 - December 1, 2023

1.2.2. Proclamation - Arnold Krueger Day - December 4, 2023

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – November 21, 2023

2.2. Minutes - City Boards / Commissions

2.2.1. HRA Meeting - October 23, 2023

2.2.2. OPU Commission Meeting - October 24, 2023

2.2.3. OPU Commission 2024 Budget Session - November 6, 2023

2.2.4. Human Rights Commission Meeting - November 14, 2023

2.3. Building & Inspections Monthly Report - November 2023

2.4. Licenses/Permits

2.4.1. Exempt Permit - Owatonna Healthy Seniors Program Raffle at OHS - April 13, 2024

2.4.2. Event Permit - Corky's Earlybird Softball Tournament - May 3-5, 2023

2.5. Miscellaneous

2.5.1. Proposed 2024 Parks and Recreation Fees Manual

2.5.2. T-Hangar Lease Agreement - Brenden Selk, Farmington, MN

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Second Reading Proposed Ordinance 23-20 - Adopt Sanitary Sewer Rates

3.3. Miscellaneous

3.3.1. Amendment No. 1 - Professional Services Agreement for Staff Augmentation Services - WHKS

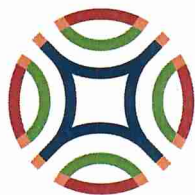
3.3.2. Letter of Support - Local Road Improvement Program Funding Application - Steele County

4. **STAFF REPORTS**

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

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**



Mayor's Proclamation



DECA Week Proclamation

November 27 - December 1, 2023

WHEREAS, this school is concerned with the business education and training of students for productive, satisfying careers; and

WHEREAS, DECA is recognized by the United States Department of Education as a national career and technical student organization and an integral part of career and technical education; and

WHEREAS, DECA is helping to develop leadership abilities, competency in business, marketing, and entrepreneurship, and interest in the American business system;

NOW, THEREFORE, I do hereby designate November 27 - December 1, 2023, as DECA WEEK and urge all citizens to assist in according this observation the attention and importance it is so rightly entitled.

Signed


Owatonna, MN Mayor

Signed



DECA President, Owatonna High School Chapter





Mayor's Proclamation

WHEREAS Arnold Krueger, born in Aberdeen, SD ninety-five years ago grew up loving music and playing the violin. He graduated from Northern State University, and served as the Owatonna High School Orchestra Director and Instructor for fifty years from 1953 to 2003; and

WHEREAS Arnold Krueger taught with joy, kindness, an unmatched skill and a sense of humor while encouraging his students to "lather themselves" in a lifetime of music to inspire their souls; and

WHEREAS Arnie stated, "We all need music!" and elevated his students' appreciation for competing and practicing in string instrument sectionals and rehearsals which resulted in excellent performances; and

WHEREAS Arnold Krueger lives an exemplary, full, productive life as a Renaissance man of faith with love of the outdoors, ongoing duck research on his wildlife farm, rosemaking, and participation in musical groups; and

WHEREAS the Owatonna community is sincerely grateful to Arnold Krueger for enriching the lives of Owatonna citizens, orchestra members, and those who thrive in musical careers.

NOW THEREFORE, I, Thomas A. Kuntz, Mayor of the great City of Owatonna, MN hereby proclaim today, Monday December 4th, 2023 as

ARNOLD KRUEGER DAY

in the City of Owatonna and call upon all of our citizens to thank Arnold for his dedication and service to the OHS Orchestra and our community.

Dated: December 4, 2023

By: _____
Thomas A. Kuntz, Mayor



**Owatonna City Council Minutes – Draft Copy
November 21, 2023**

On Tuesday, November 21, 2023 at 7:00 p.m., Council President Schultz called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Raney, Voss, Burbank, Boeke, Dotson, Svenby and Schultz; Mayor Kuntz; Community Development Director Klecker; Public Works Director Murphy; Communications Manager Sheely; IT System Administrator O'Connor; Sergeant Zackary Schumaker; City Attorney Walbran; City Administrator Busse and Administrative Coordinator Clawson.

Michaela Kruger sang the National Anthem; Council President Schultz thanked her saying this added to tonight's meeting as did the ribbon-cutting event for the Charles S. Crandall Center held prior to tonight's study session. Council Member Dotson made a motion to approve the agenda as presented, Council Member Svenby seconded the motion; all members voted aye in approval.

Consent Agenda Items

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

Minutes – Council Meeting – November 7, 2023

EDA Meeting - September 20, 2023

Planning Commission Meeting - October 10, 2023

EDA Meeting - October 18, 2023

HRA Board Meeting - October 23, 2023

Planning Commission Meeting - October 24, 2023

Exempt Permit - Ducks Unlimited Steele County - Raffle at Torey's Restaurant -
February 15, 2024

Exempt Permit - Steele County Purple Ribbon Club - August 18, 2024

Exclusive Beverage Agreement - Gillette Pepsi

The current Beverage Provider Agreement with Gillette Pepsi expires on December 31, 2023. Proposals were received from Gillette Pepsi Bottling Company of Rochester and Reyes Coca-Cola Bottling of Owatonna. Both proposals included comparable pricing, annual rebate payments, free use of equipment and equipment maintenance service. This is a 3-year agreement with Gillette Pepsi, from January 2024 through December 2026. This agreement would extend to any contractor, vendor, and user group who sells beverages on City properties. Based on current sales volume, the City will receive \$3,000 annually in funding from Pepsi-Cola and up to 5 printed banners annually to promote events. All equipment and maintenance services on the equipment are provided as part of the agreement.

Coffee Service Agreement - SeniorPlace Inc

SeniorPlace Inc, requests to provide Coffee Service at West Hills Social Commons to the members of the City's Adult Leisure Pursuits senior programming program, to add to the social ambience of the programming space. This service was previously provided by SeniorPlace Inc but discontinued since the Covid 19 Pandemic. Reimplementing this program is in response to member's requests. It is the responsibility of the SeniorPlace Inc Board of Directors to fully manage the program and maintain liability insurance during the term of this agreement. The City will provide the plumbed-in water source and connection to the Coffee Machine. SeniorPlace Inc will be responsible for all operations and expenses associated with the Coffee Service program.

Statement of Work – Audit Services – CliftonLarsonAllen LLP

The City is required to submit to the state auditor's office audited financial statements that have been attested to by a certified public accountant, public accountant, or the state auditor within 180 days after the close of the fiscal year. This agreement will allow the City to comply with this requirement. The base fee will be \$34,350 for the upcoming 2023 financial statement audit.

Statement of Work - HRA Audit Services - CliftonLarsonAllen LLP

CliftonLarsonAllen, LLP will provide HRA audit services for 2023. HRA Financial statements must be submitted to the state Auditor's Office which have been attested to by a certified public accountant, public accountant, or the state auditor within 180 days after the close of the fiscal year. The base fee will be \$12,150 for the upcoming 2023 financial statement audit.

Change Order 7 - Council Chamber Project - Ebert Construction

Change Order 7 supports a combination of project adjustments resulting in cost savings credits and additional work for fire sprinkler pipe adjustment, wall tile, and electrical gear equipment. A detailed report is attached with itemized changes. Net financial change of \$1,466.22 for this change order.

Change Order - City Hall Parking Lot Design - CRW Architecture

To improve the accessibility at the City Hall and the Charles S. Crandall Center, the northwest parking lot is identified as an opportunity. This ADA update will improve access to the Crandall Center and the City Hall staff entrance. The project is proposed to be completed in 2024. Design work is the first step in completing the project. Cost of this change order for design services will be \$2,750.

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

Finance Report

Council Member Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$3,980,188.77. Council

Member Voss made a motion to approve payment of all bills presented, Council Member Burbank seconded the motion, all members voted aye in approval.

Proposed Ordinance 23-20 – Amend Sewer Rates

Public Works Director Murphy presented the first reading of the ordinance to adjust the sewer rates. Annual adjustments of the sanitary sewer rates are necessary to maintain adequate funding for future operations and to fund the costs of the wastewater treatment facility expansion. The rates proposed will increase the average residential customer \$39.24 next year, approximately \$4.00 per month. Council President Schultz commented the anticipated increases were discussed during the Study Session held on November 7, 2023. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were members Burbank, Boeke, Raney, Svenby, Voss, Dotson and Schultz. There were no nay votes, the motion carried. The second/final reading of this proposed ordinance will be heard during the next City Council Meeting on December 5, 2023.

Resolution 113-23: CUP-11 & VAR-10 - 301 Pine Ave N

Community Development Director Klecker requested approval of Resolution 113-23 for CUP-11 & VAR-10. This is a conditional use permit request received by Jeff Bogut for the conversion of a single-family dwelling to a 3-unit, multi-family dwelling, as well as a lot size variance request on a 8,580 square foot lot where 13,000 square feet is the minimum lot size for a single-family to multi-family conversion in the R-3, Single- and Two-Family Residential District. This property has been a tri-plex for some time and the Renter's License lapsed; current code requirements are required for renewal. The Planning Commission held a public hearing on this request with no objections heard 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 3 units at any one time.
- c) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
- d) Building permits shall be applied for before any alterations are made.

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

Resolution 114-23: VAR-12 Duplex Lot Size - 2041 Greenwood Dr NE

Community Development Director Klecker requested approval of Resolution 114-23 for VAR-12. This is a request received by Kent Kleeberger for a lot size variance on a 9,600 square foot lot where 10,000 square feet is the required minimum lot size for a two-family dwelling in the R-3, Single- and Two-Family Residential District. This property was built and is being used as a duplex and current renewal of the Renter's License requires compliance with current code specifications. There have been no issues with use as a

duplex and there is sufficient parking available. The Planning Commission held a public hearing on this request with no objections heard 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 Boeke made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

Resolution 115-23: Final Plat - Cedar Mill Addition

Community Development Director Klecker presented Resolution 115-23 to finalize the plat for the Cedar Mill Addition. This is a 0.84+ acre tract which will be a two-lot commercial plat owned by Steele County. The county is proposing to construct a new office building on the eastern lot. The west lot is currently occupied by the County Attorney's office. There have been no changes since Council approved the Preliminary Plat on September 18, 2023 via Resolution 83-23. The Planning Commission is recommending approval with these conditions:

- a) The final plat shall be recorded within 60 days of the approval.
- b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- c) All unused water and sewer services shall be disconnected at the main.
- d) All comments in the City Engineer's memo shall be adhered to.

The Council previously approved zoning to allow for setbacks and this plat will change the parcel boundaries to allow them to construct their building. Council Member Svenby made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Resolution 116-23: SPLT-2 Formal Lot Split - Cedar Cove

Community Development Director Klecker requested approval of Resolution 116-23 for approval of Application SPLT-2. This is a request for a lot split by Bryan Tucker, SummerGate Development for the property located at 162 Cedar Cove Lane NW. The proposed split will split and recombine the four current units into three units. This offers a good transition between the current duplex and 4-plex parcels. The Planning Commission held a public hearing on this request with several neighboring property owners present wanting information but did not object to this proposal. The Planning Commission is recommending approval with this condition:

- a) Any covenants or declarations shall be amended to recognize the changes in lots and legal descriptions.

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

Resolution 117-23 - Amend Development Agreement - 134 Southview Street - Mayo Clinic Health System - Owatonna

Community Development Director Klecker requested approval of Resolution 117-23 authorizing execution of the First Amendment to the Development Agreement with Mayo Clinic Health System, Fareway Stores, the Sacred Heart Church and the City. This 2012 development agreement is for redevelopment of the old hospital site. Under that agreement, Mayo Clinic would take over a portion of the old hospital building and renovate it into part of the clinic property and would receive \$200,000 in tax increment financing (TIF) over a 25-year period provided the clinic building remains medical offices during that timeframe. Mayo Clinic has since consolidated all of its medical operations into its main clinic building on 26th Street NW and has this Southview building for sale. There is a pending sale of the property to a non-profit and, therefore, the building will no longer be used for medical offices. Mayo Clinic has agreed to forgo any additional TIF dollars under the agreement to accommodate the sale of their property. Council Member Raney asked if the amendment would remain valid if the sale of property fails. Klecker confirmed this amendment removes Mayo from the development agreement, their intent is to sell this property. Council Member Raney made a motion for approval, Council Member Voss seconded the motion, all members voted aye in approval.

Purchase Tandem Axle Plow Truck - Truck Center Companies with Towmaster Truck Equipment

Public Works Director Murphy requested authorization to amend the purchase a 2024 Western Star tandem axle truck chassis with Towmaster Truck Equipment outfitting for plowing and dumping. This purchase was previously approved by Council on April 19th, 2022 with original quote dated February 2nd, 2022 cost has increased due to inflation since receiving this quote. Increased costs in material and labor, the Towmaster Truck Equipment outfitting package cost has risen, \$39,930. Our Maintenance Manager has attributed most of the cost increase to the hydraulic components of the buildout. The Towmaster Truck Equipment Package increased from \$146,558 to \$186,488. The all-in cost of the outfitted tandem axle truck is \$328,241 with an expected trade-in of our 2013 International tandem axle truck of \$45,000. Murphy commented that the trade-in value and base chassis costs have not changed. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Adopt 2023 Owatonna Wastewater Collection System Study

Public Works Director Murphy requested adoption of the 2023 Owatonna Wastewater Collection System Study by Nero Engineering and AE2S. The City went through an extensive planning process and facility plan with our WWTF that ultimately led to our Expansion Project. Our treatment facility is one major component of the treatment system, the other is our collection system. Identifying and planning for future needs

in our collection system is crucial to our City's growth and viability to welcome new businesses. The plan set and achieved a multitude of goals including:

- Providing an updated planning and service area map for the City's future wastewater collection system
- Built out a comprehensive wastewater collection system hydraulic model that's integrated with our GIS system that characterizes current flow patterns and helps project future flow patterns
- Identified the City's existing collections system capacity and required improvement areas
- Identified wastewater collection system improvements required for projected new service and population growth
- Providing a recommended CIP for a 30-year growth period detailing the projects, schedule, and estimated cost

The study is comprehensive in all aspects, from existing system evaluation to future planning. It will provide a great roadmap for the City moving forward that can be updated at any time. If variables change in large contrast to what assumptions and projections were based off of, our hydraulic model can easily be updated to shift to the trends at the time. The study was presented to the Council during the Study Session on May 16th and no significant changes have occurred since then. The study did not project to the north side of the city as there is a current lift there. This study includes a 30-year CIP Plan with projected costs for reference when planning. Council Member Burbank made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

STAFF COMMENTS

Community Development Director Klecker commented that the Comprehensive Plan is ongoing, the Public Engagement piece is completed and the consultants are now preparing a draft. Staff has been reviewing ordinances for amendment consideration, tonight's study session was about storage containers within city limits. Demolition of the former Monson Eye Clinic should be completed tomorrow as the parking lot project progresses. Staff is beginning to work on 2024 projects and we have received inquiry about all types of projects including some single-family residential developments. Hopefully, the weather will allow the airport's fence/gate project to be completed over the next few weeks or this contract does allow for this to be done in the spring.

Public Works Director Murphy commented that the roundabout on County Highway 48-Bixby Road at 18th Street Southeast should be open soon. Construction was delayed by the railroad but now all complete and should be opened within a week.

Communications Manager Sheely shared the Communication Plan for the Charles S. Crandall Center. This plan evolved over the last eighteen months and was completed tonight with the Ribbon Cutting Event. The plan includes detail of communication

elements, the goals and objectives, identifying the audience and deliverables. The objective of all communication plans is to drive the audience to our website for information. She has been assisting staff as they begin using the new brand, there working with staff to update to the new brand. There is a video available on BrandingOwatonna.com to tell the story of the new brand across Owatonna and beyond.

PUBLIC COMMENTS

Melissa Zimmerman, 2525 Stoney Creek Dr commented the proposed East-side Corridor Project on 29th Street has been in discussion over the last one and half years. Just within the last two-week period, the County Engineer realized homes have been built in the right-of-way so she and her neighboring property owners wonder if other details have been overlooked. In 1995, a study was completed with a final report 195 pages long and currently, only one route has been in discussion. The proposed alternate route 500' away hasn't been considered. They realize every project hopes to avoid conflicts, minimize effect, and mitigate changes and hope due diligence will be done so other items haven't been missed in consideration of this proposed project.

MAYOR AND COUNCIL COMMENTS:

Council Member Burbank wished everyone a Happy Thanksgiving and then asked Officer Schumacher about the City's Winter Parking Ordinance. Officer Schumacher confirmed warnings had been issued over the last two weeks and parking citations will now be issued for violations. Council Member Burbank asked residents to advise their holiday guests about the City's odd/even parking restriction.

Council Member Raney commented that the final ribbon-cutting ceremony to celebrate the opening of Highway 14 between New Ulm to Nicollet was held this morning near Courtland. This project converted the two-lane highway to a continuous four-lane divided highway between New Ulm and Rochester. The ribbon cut was the "Highway 14 Finish Line". The project has been in discussion since the 1950's with many elected officials lobbying for completion of this road. Special thanks to former Owatonna City Council Member Les Abraham and Robert "Bob" Beussman, previous New Ulm Mayor who each served as the President of the Highway 14 Partnership pushing this project along. He also thanked local businesses, the Owatonna Chamber of Commerce and the Owatonna Peoples Press for their support of this road project. He then reminded everyone to drive safely and enjoy the Thanksgiving holiday. Council President Schultz thanked Council Member Raney for serving on the Highway 14 Coalition and for speaking during this event today as their current President.

Council Member Dotson wished everyone a Happy Thanksgiving.

Council President Schultz commented the ribbon-cutting event held today was a nice way to end the Chamber Renovation Project and then wished everyone a Happy Thanksgiving.

Adjournment

At 7:46 p.m., Council Member Boeke made a motion to adjourn, Council Member Raney seconded the motion and with no objection, the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commission Minutes

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on OCTOBER 23, 2023

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:07 p.m. in the 2nd Floor Conference Room by Chairperson Olivo.

Members present were John Hole, Vicki Olivo, and Nathan Dotson. Also present were Executive Director Troy Klecker, Housing Manager Ghassan Madkour and Administrative Technician Kristen Kopp.

Approval of the Minutes: Chairperson Olivo called for a motion to approve the minutes of the August 28, 2023 meeting. A motion was made by Dotson and seconded by Hole to approve the minutes. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Troy Klecker gave an update on housing projects. The apartment on 26th Street and Cedar Avenue North is partially open. They have a Temporary Certificate Occupancy for some of the units and need to work on the rest of the units. There are 30-40 units full and there are 75 total. They will hopefully have the rest finished soon and shouldn't have a problem filling them up. Westlake Meadows is proceeding. One building is just about done. Some of the units may be available in January. The Riverfront project should be done about this time next year. There are 69 units. We're working with another project. We did get the final version of the Housing Study and it will be posted on the website soon. The single family development up by the waterpark is a little slow going. They're probably not going to start this fall yet as they work on the financing this winter to get them at a better cost point for the spring. Unfortunately, it's going to be an ongoing issue with single family—the cost of development. There was some discussion about the cost of single family lots. Higher density would help, such as a townhome development. At some point we will use up our inventory and we won't have any options. There is a lot on the corner of 22nd Street NW and we might also do a request for proposal on the lot behind Fareway Foods.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for July totaled 94. Total year to date assistance and administration costs were \$482,937.04 and revenues were \$509,242.39. The Housing Choice Voucher Program fund balance at July month end is \$139,245.74. The HRA Revenues year to date total is \$342,337.62 and the expenses total \$331,380.33. The HRA General Fund balance is \$607,278.07.

Madkour said that we've reached 181 total vouchers. We were on the 170 last time. 102 on HCV, 30 Mainstream, 41 Bridges State, and 8 on Bridges Like. One voucher is in limbo. He said that they are working on the Homeownership program, and he wants to offer this to her. She's doing everything right and working hard—everything you want out of a good client. Our portion is only \$24. Klecker said we don't typically encourage anyone to stay on, but we've been encouraged to start the homeownership program. Good candidates for that are those who have been a client and worked their way off the system. She would be a good candidate. Everything is still flowing. There is another orientation this week with seven people. Last time seven of eight people showed up. He didn't receive my mail. Those are all HUD. He's getting ready for the audit. Vicki asked if there was a worry that we won't have housing stock for the Homeownership program. Madkour said yes. You don't know what's going to be available. Klecker said it's very frustrating because you're encouraged to get this program up and going, but we have a way bigger problem—we need housing. Dotson asked about the Housing Study. Klecker said he was disappointed because the study didn't create urgency. Olivo asked if they've seen landlords buying up single family homes to rent. Klecker said that is the trend. They're creating a bigger divide between homeowners and renters. The reality of making new construction affordable is some sort of subsidy. Dotson said the way development done is a big part of the problem. (30 minutes) Klecker said the City used to subsidize development, but we got out of that a while ago because taxpayers were on the hook

for lots. We've had to take back a couple of subdivisions and sell them ourselves. Klecker said we do have a Housing Trust Fund now.

A motion was made by Dotson and seconded by Hole to approve the reports as presented. All Commissioners voting Aye, the motion carried.

New Business: Klecker said that right now, Modern Aire Apartments has about 12 units. Darrin Stadheim has purchased it and has an option on the foot clinic. We've been discussing a redevelopment project. There are a number of things coming into play. We will need a Redevelopment TIF District. We have an old building and not a lot you can do with it. You can get more density on that corner. He's proposing a 60 unit apartment building. Access would come off Hillcrest. He would have to demo everything. We're looking at applying for a Deed grant to help with this as well. It's a grant to encourage more market rate apartments—only market rate housing in outstate Minnesota. We are losing 12 units of affordable housing, and he said he'd like to see more than 12 units with this project if we are using TIF and applying for a grant. You can use the grant for a project that has some affordable housing in it. They have agreed upon a 60 unit apartment: 40 would be market rate and 20 would be affordable. The rents would be more than what they have. We agreed upon the rates, which is the same chart we used for Eastgate and Northgate. Klecker said if there were 20 affordable units, the HRA could possibly help with the consulting. He is working with a consultant who is very good. We'd hire her to write the application for the Deed grant. You have to have at least 50% market rate to be eligible for the grant. He said he is requesting to go ahead and authorize the consultant to write the housing grant. The application is due in December or February and would be awarded in May. There would be time to start in the spring. He said the consultant would be between \$5,000 and \$10,000. A motion was made by Hole and seconded by Dotson to approve using HRA dollars for a consultant for a housing grant. All Commissioners voting Aye, the motion carried. Olivo said she's glad he's pushing the affordable housing.

Other: Madkour presented the Maintenance repair resolution for the homeownership program. He said there was a second landlord summit through United Way last Thursday. There was a great turnout, and nine new landlords that showed up.

Adjournment: There being no further business, a motion to adjourn was made by Dotson and seconded by Hole. All Commissioners voting Aye, the motion carried. The meeting adjourned at 5:06 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Johnson, Doyal and Vetter. Absent was Commissioner Rossi. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology and Metering Baum; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications and Administration Coordinator Schmoll; Accountant Lori Jerpbak; Accounting Specialist Shanda Meier; and Gas/Water Design Engineer Anthony Lance. Other guests included City Councilmember Schultz.

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 September 26, 2023 Commission meeting as well as the contributed services report as of September 30, 2023. Commissioner Johnson moved to approve the agenda and consent agenda. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Personnel Committee – Commissioner Vetter reported the Personnel Committee did not meet in September.

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed and approved vouchers totaling \$5,899,842.41. He reported six work orders were completed coming in 7.5% underbudget. 28 out of 48 work orders have been completed to date. The Committee approved a work order for pouring a cement pad to house transformers. Due to the lead time on transformers, several are being bought ahead of time.

City Administrator's Report

City Administrator Busse reported the city council approved improvements to Merrill Hall with work to potentially begin in January. She further reported the community wide brand was approved. The process involved a wide range of people and included several survey responses and engagement with the community. The new tag line is "Where the extra mile takes you". She concluded by reporting the police and fire departments will be using the old Monson Eye Care building for training before it is demolished. The hands-on training is very helpful.

Drug and Alcohol-Free Workplace Policy

Manager, Human Resources Madson discussed changes to the Drug and Alcohol-free Workplace policy since the new Minnesota law legalizing cannabis went into effect on August 1, 2023. She explained there are three plans that cover the employees at OPU. They are the US Department of Transportation (DOT) Pipeline Drug & Alcohol Testing plan and the US DOT CDL Drug & Alcohol testing plan. She noted both plans are federally regulated and any changes to the Minnesota law does not affect the testing requirements of these plans. The third plan is a non-DOT pipeline or CDL drug testing plan and regulates drug and alcohol testing for job applicants and employees not covered under the other plans. OPU is required to conduct pre-employment and reasonable suspicion testing but will not request or require a job applicant to undergo cannabis testing as a condition of employment unless required by state or federal law or statutes. Mrs. Madson also discussed drug and alcohol testing requirements of contractors work on OPU's natural gas system. She noted, they must show documentation they are covered by a qualified anti-drug and alcohol program that meets all requirements. After discussion, Commissioner Vetter moved to approve the policy with a change in wording to item #5 under the general section. The wording will be changed from "Any drug or alcohol conviction occurring in the workplace while operating OPU-owned equipment or vehicles that will affect the requirements of the employee's job description shall be reported to the supervisor and Human Resources within 5 days of the

conviction” to “Any drug or alcohol conviction that will affect the requirements of the employee’s job description shall be reported by the employee to the supervisor and Human Resources within 5 days of the conviction.” Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed.

System Health Reports

Director, Engineering & Field Operations Fenstermacher; Gas/Water Design Engineering Anthony Lance and Director, Information Technologies & Metering Baum presented the Electric, Gas/Water and Technologies system health reports respectively. Commissioner Vetter inquired regarding driving factors for moving overhead to underground; specifics regarding the water ban policy, specifically the use of garden hoses; and cost benefits surrounding data analytics. Overhead to underground is determined by if the area can be sufficiently maintained or if the area has a major event such as straight-line winds. The water ban policy has several details that still need to be worked out and cost benefits for data analytics will be tracked to develop an accurate report of benefits.

General Manager/Staff Reports

General Manager Warehime reported a cost avoidance of \$200,000 has been reported on the scorecard due to a change in the asset management agreement.

Director, Engineering & Field Operations Fenstermacher updated the Commission on the grant OPU was part of noting the project did not get passed, so therefore we did not get the grant. The grant project was for FLISR fault location indicator, a system automation tool, and the next steps will involve the group getting back together to determine if it will be resubmitted.

Commission Roundtable

Commissioner Vetter inquired regarding adding capacity for generation to Owatonna. General Manager Warehime replied, our recommendation to SMMPA is to put SMMPA owned generation here in Owatonna.

President Zirngible will give an update from the SMMPA annual meeting at the next Commission meeting.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 6:03 p.m.

Respectfully submitted,

Tammy Schmoll,
Executive, Communications & Administration Coordinator

The Owatonna Public Utilities Commission met in special budget session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Johnson, Rossi, Doyal and Vetter. Also present were General Manager Warehime; City Administrator Busse; Director, Engineering & Field Services Fenstermacher; Director, Finance & Administration Olson; Director, Information Technology & Metering Baum; Manager, Electric Operations Deering; Manager, Gas & Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Supervisor, Customer Care Van Esch; Supervisor, Information Technology Trom; Supervisor, Meter Services Johnson; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation/Key Accounts Officer Hendricks; and OPU employees, Lori Jerpbak, Deb Anderson and Shanda Meier.

Notable Changes from Prior Years

Director, Finance & Administration Olson discussed notable changes from prior years.

- Generator #7 capacity revenue from SMMPA was suspended following a major upgrade while SMMPA recovered the cost of their investment which completed in September of 2023. The auditors required annual entries recognizing SMMPA cost recover expenses and offsetting revenue. The impact to the 2024 budget will show SMMPA Gen #7 revenue decreases while Gen #7 expenses decrease even more.
- Gas Asset Management Agreement (AMA) Revenue (for unused pipeline capacity) was previously budgeted as Other Revenue but will now be a reduction in gas costs. In 2024 the impact will show gas "other revenue" and commodity costs both decrease and PGA credits increase.
- Electric, Water & Natural Gas CD fair market value adjustment. This was previously not budgeted in the past and with changing rates, the fair market adjustments have been all over the board. It is in the 2024 as a best estimate and the hope is for a revenue increase.
- Monthly unbilled revenue and unbilled usage in all three utilities. Using AMI data we should have a better prediction of unbilled revenue and usage.

Proposed Rate Changes

Mr. Olson continued by discussing the proposed 2024 electric, water and natural gas rates. He noted there is a slight overall increase in electric rates of 2.1%; 8.8% overall increase in water rates and an 11.4% overall decrease in natural gas rates. Tiered residential summer water rates were also proposed as well as June is being considered a summer month beginning in 2024. The tiered residential summer water rates will increase gradually over a couple years. The purpose of the tiered residential summer water rates is to deter people from using large amounts of water in the summer and to address the impact on the infrastructure due to the increase load on the system. Commissioner Rossi inquired about the impact of the drought and the excess water usage on the aquifer. Mr. Fenstermacher replied the DNR is monitoring across the whole state, including a station just south of town, and with better well monitoring equipment, OPU will know exactly where our well levels are at. Drought impact is something that can be added to the system health reports. After discussion, the Commission felt the general direction is ok, but would like to see more evaluation as to the tiered rates listed. The key driver for the decrease in natural gas rates is the gas futures. The prices remain lower than expected and are predicted to stay low for the next year. The published gas rates will remain the same, while the decreased costs will be passed through to customers through the PGA and GTC. PGA credits will adjust monthly if the rates begin to climb.

Mr. Olson discussed commodity revenue and 3-year cost trends in all three utilities. He further discussed a new graph regarding Controllable Costs budgeted and actual versus the CPI.

Supervisor, Accounting Linders compared 2023 and 2024 non-commodity revenues including SMMPA revenues and credits; miscellaneous sales and credits, interest and investments, gas transportation revenue and access/connect charges. He further discussed 2023 and 2024 other expenses such as depreciation, contributed services, bank and credit card fees, uncollectible accounts, water service line protection program and contributions in aid of construction. Mr. Linders concluded by discussing 2023 and 2024 labor and benefits comparisons.

Mr. Olson concluded by discussing electric, water and natural gas net income forecasts. Net income should exceed non-cash expense and exists to build or maintain reserves while funding replacement of old assets. The capital history and forecast graph includes large, forecasted capital projects in upcoming years. Finally, he discussed reserves forecasts versus targets including where reserves would be with and without large, forecasted projects in 2025 and 2027.

Operations Budgets – Non-labor Expense and Capital

OPU operations staff presented their respective departments' proposed expenses and capital increases and/or decreases from 2023.

Non-Operations Budgets – Non-labor Expenses and Capital

OPU non-operations staff presented their respective departments' proposed expenses and capital increases and/or decreases from 2023.

Next Steps

Staff will make requested changes to the budget and present the Commission with a final draft to be approved at the November Commission meeting.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 7:27 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, November 14, in the Meeting Room of the Charles S. Crandall Center at City Hall. This is the first OHRC meeting held at this location and will also be the site of future meetings. Chairman Cords called the meeting to order at 5:38 p.m. Commissioner Vanoosbree took roll call with Commissioners Cords, Ismael, Emanuelson, Esquivel, and Vanoosbree, City Administrator Busse and Administrative Coordinator Clawson present. Commissioners Leon and Emanuelson were unable to attend.

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

After reviewing the Minutes of the OHRC Meeting held on October 10, 2023, Commissioner Vanoosbree made a motion for approval as presented; Commissioner Gunderson seconded the motion; all members present voted aye in approval.

COMMISSIONER COMMENTS – DISCUSSION

2024 MLK Jr. Day Event

Commissioner Vanoosbree commented that the agreement with Humanize my Hoodie to speak was approved by the City Council last week. She has requested additional information about the speaker and presentation for use in the event flyer. OHRC Commissioners are to participate in a zoom call with the speaker, Seema Pothini, at least two weeks prior to the event to review specific presentation content; she will ask if this can be done during the December OHRC Meeting. The presentation 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.). This will be a 90-minute presentation which includes time for questions and answers.

Commissioner Gunderson will meet with staff at the History Center regarding access, setup, projector and microphone availability. Doors will open at 11:30 pm with attendees picking up their food as they are seated. The speaker will begin shortly after everyone has been seated.

Commissioner Cords spoke with Jose at the Plaza Morena about catering the event. A toco plate will be offered at a cost of \$9.00/person and he will follow up to confirm what items will be provided. Commissioner Cords spoke with the IT Director Brown to request an Eventbrite account for event reservation processing.

Commissioners Cords and Gunderson will contact Riverland Community College to ask if they plan to participate in the 2024 MLK Event as last year.

Flyers will be distributed to OHRC Members during the December OHRC Meeting. A copy of the flyer will be shared on the school's Peach Jar. Commissioner Vanoosbree will contact OHS Administration to establish an account for use.

Commissioners Cords and Gunderson will contact radio and television to promote the event. City Administrator Busse encouraged them to include additional OHRC Members in promoting this event.

Commissioner Cords commented OHRC Commissioners will greet attendees as they arrive for lunch.

ADJOURNMENT

At 6:15 p.m., Commissioner Gunderson made a motion to adjourn, Commissioner Esquivel seconded the motion, and the meeting was adjourned. The next meeting will be held on Tuesday, December 12, 2023, at 5:30 p.m. in the Meeting Room of the Charles S. Crandall Center.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator

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

Construction Report for Permits Issued through November, 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	21	8,119,916	0
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	152	380,936		101	424,984.89	
COMMERCIAL AND INDUSTRIAL PERMITS	288	37,241,311		235	69,172,169.67	
RESIDENTIAL ADD. & ALT.	1,320	13,572,135		1281	17,958,715.07	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	4	24,500,000	0	4	12,400,000	0
DEMOLITION PERMITS	3			13	0	
TOTAL PERMITS ISSUED	1,783	82,000,382	0	1,655	108,075,786	0

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	21	8,119,916	101	424,984.89	235	69,172,169.67			1,281	17,958,715.07	4	12,400,000	13	1,655	108,075,785.63	
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



CITY OF
OWATONNA

Licenses Permits

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization

Name: Owatonna Healthy Seniors Program DBA Healthy Seniors Previous Gambling Permit Number: X-35142-23-011

Minnesota Tax ID

Number, if any: 3382119

Federal Employer ID

Number (FEIN), if any: 41-1885511

Mailing Address: P.O. Box 1089

City: Owatonna State: MN Zip: 55060 County: Steele

Name of Chief Executive Officer (CEO): Edna Ringhofer

CEO Daytime Phone: 507-774-7648 CEO Email: edna@healthyseniorsmn.org

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Owatonna High School

Physical Address (do not use P.O. box): 1455 SE 18th St. Owatonna, MN 55060

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Saturday, April 13, 2024

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

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

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

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

**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Owatonna

Signature of City Personnel:

Leanne Claws

Title: Admin Coordinator Date: 11/30/2023

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

**COUNTY APPROVAL
for a gambling premises
located in a township**

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Edna Ringhofer Date: 11/29/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Edna Ringhofer

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

EP-23-56
Events Permit Application
Status: Active
Submitted On: 11/22/2023

Primary Location
No location

Applicant
 LOREN DIETZ
 507-456-2618
corkysearlybirdsoftball@gmail.com
 1905 Whitetail Run PI NE
Owatonna , MN 55060

Event Information

Event Contact*

Loren Dietz

Corky's Early Bird Softball Classic May 3-5, 2024

Location of Event*

Steele County Fairgrounds, Manthey, Lincoln, OMS, Brown, and McKinley

Description of Event*

Corky's Early Bird Softball Classic (May 3-5, 2024)

Event Set Up Date

05/02/2024

Event Set Up Time*

8am-4pm

Actual Event Date*

05/03/2024

Actual Event Time*

5:00pm-Midnight

Clean Up Date*

05/06/2024

Clean Up Time

8am-2pm

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

Postponed

Reschedule Date

05/10/2024

Estimated Attendance*

3000

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Corky's Earlybird Softball Tournament,
Inc.

Mailing Address*

1905 Whitetail Run PI NE

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://www.facebook.com/groups/134456833285267>

Primary Contact

Name*

LOREN DIETZ

Phone Number*

(507) 456-2618

Cell Phone

(507) 456-2618

Email Address*

corkysearlybirdsoftball@gmail.com

Primary On-site Contact

Name*

LOREN DIETZ

Cell Phone*

(507) 456-2618

Alternate On-site Contact

Name*

Doug Meier

Cell Phone*

507-456-2610

Refer Media or Citizen Inquiries To:

Name*

LOREN DIETZ

Phone*

(507) 456-2618

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

5/2/24 8am - 5/6/24 2pm

Date*

05/02/2024

Name of Requested Street(s)*

Fairgrounds parking lots

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

5/2/24 8am - 5/6/24 2pm

Date*

05/02/2024

Parks*

Yes

Start/End Time*

5/2/24 8am - 5/6/24 2pm

Date*

05/02/2024

Name of Requested Park(s)*

Steele County Fairgrounds, Manthey,
Brown, Lincoln, OMS, McKinley

Will any signs/banners be put up?*

Yes

Number and Size*

10 - 3'x6'

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Speakers or DJ

Will sound amplification be used?*

Yes

Type*

Speakers or DJ

Hours*

5/3/24 7pm-Midnight, 5/4/24 7pm-Midnight

Will sound be amplified after 10:00pm?*

Yes

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*

40 x 120'

Fees may apply. No staking without approval.

Will there be temporary fencing?*

Yes

Dimensions*

300' around the tent

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

8

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Knights of Columbus Owatonna

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*

Tournament tent will use the power banks on the driveway of the steele county history center. Need temporary lights installed inside the tent.

Describe level of advertisement* ②

Flyers, Facebook, emails

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

4

Size Needed*

Medium

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

Will the event need cones?*

Yes

Number Needed*

20

Size Needed*

Large

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Tournament will rent 5 dumpsters, volunteer groups help with trash pickup. Will need trash cans and liners, pickers and buckets.

Will event need traffic control?*

No

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

Plan to have a meeting with Owatonna Police. Typically we rent officers from the Sheriffs department. Main event is in the fenced in area.

Will "No Parking" signs be needed?*

No

Will event need security?*

Yes

Will event need Emergency Medical Services?*

No

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

We use air horns to stop the games. We will use microphone to announce the event is paused and to clear the area. Participants leave the event and often go to neighboring businesses.

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

Name*

LOREN DIETZ

Phone Number*

(507) 456-2618

Email*

corkysearlybirdsoftball@gmail.com

List any other pertinent information

The 2024 event will be exactly like the 2023 event except with less teams so we get done on time each night. I'd like to request 30 sand bags to help keep the tent in place.

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*

✓ Loren David Dietz
Nov 22, 2023

Internal Use

🏠 Special Provisions

🏠 Fire Department Approval / Comments / Notes

approved - please be sure for follow state fire code guidelines in regard to temporary use of tents: Temporary Use of Tents (owatonna.gov)

🏠 Park & Rec. Department Approval / Comments / Notes

Approved - Contingent upon:

- Requests from P&R and staff level are similar to 2023
- School district facility requests are direct to the school district
- City Council approval & fees waived if requested
- PD approval
- Pre-event meeting with staff and PD
- All tournament sponsor information includes the City of Owatonna and complies with the new Brand Manual (Updated 11/2023 and can be found on owatonna.gov) Stress that old logo is removed from all marketing channels

Park & Rec comment continued:

- 2023 Costs - Labor costs \$22,862.55 (using lower averaged rate for 831 labor hours), \$2,120.83 material costs.
- Equipment costs were not calculated in 2023, as that portion of Cartegraph was not fully implemented yet.

🏠 Public Works Department Approval / Comments / Notes

Approved, please contact 3 days prior to event for pickup of barricades and cones.

Police Department Approval / Comments / Notes

Approved. Sergeant DuChene will be OPD's point of contact. Security discussion with Applicant will be forthcoming.

🏠 Date to Council

–December 5, 2023 - Consent Agenda Item

🏠 Council Notes

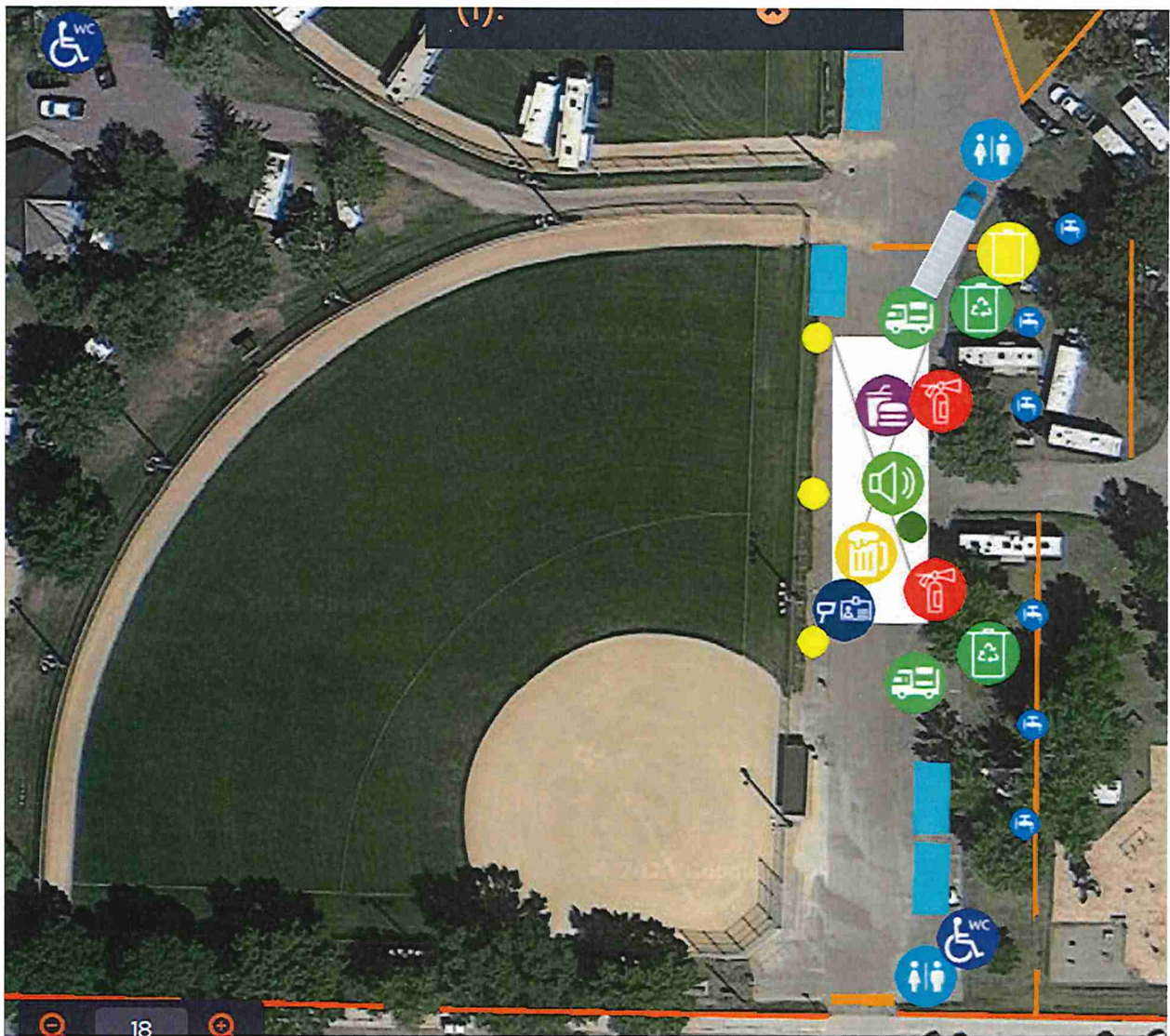
🏠 Items Needed

Attachments

Site Plan



[2023 43rd Annual Corky's Early Bird Softball Classic \(oneplanevents.com\)](http://oneplanevents.com)





CITY OF
OWATONNA

Miscellaneous



DATE: December 5, 2023
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Proposed 2024 Parks and Recreation Fees Manual

Purpose:

Request City Council approval of the proposed 2024 Fees Manual.

Background:

The Fees Manual is reviewed and modified a minimum of two times each year, with adjustments being made to meet the Cost Recovery plan and keep in line with market rates. The Fees Manual is presented to the Park Board for review and advisement and to the City Council for review and approval.

The 2024 Fees Manual layout was updated to reflect ranges in some program areas, rather than identifying specific fees for each program. This layout will allow flexibility in adjustments for unexpected supply cost increases, market rate changes, and implementation of new programs during the approved period.

Budget Impact:

The implemented fees generate revenue to offset expenses in each City Council-approved Program Budget area.

Staff Recommendation:

Staff recommends approval of the proposed 2024 Fees Manual.

Attachments:

1. Fees Manual - 2024 Proposed Rates

Owatonna Parks and Recreation Fees Manual 2024

Aquatics	2023 Fee	2024 Proposed Fee	Cost Recovery Model
River Spring Waterpark Admission			
Daily Fee 48" and up (per person)	\$7.50	\$7.50	3
Daily fee under 48" (per person)	\$5.50	\$5.50	3
Daily fee 5pm-close (per person)	\$5.00	\$5.00	3
River Springs Water Park Season Pass			
Individual	\$90.00	\$90.00	3
Standard season pass (Family of 3)	\$185.00	\$190 (approved 6/6/23)	3
Standard season pass - each additional family member	\$22.00	\$23 (approved 6/6/23)	3
Nanny Pass	n/a	\$50.00	3
Lake Kohlmier PLUS Pass-Per Person	n/a	\$18.00	3
Punch Cards			
Punch Card (10 punches)	\$70.00	\$70.00	3
Punch Card (30 punches)	\$180.00	\$180.00	3
River Springs Waterpark Programming			
Log Rolling	\$4.00	\$4.00	3
Tiny Tot Time 48" and above	\$7.50	\$7.50	3
Tiny Tot Time under 48"	\$5.50	\$5.50	3
Lap Swim/Water Walking	\$4.00	\$4.00	3
Morning Water Aerobics	\$4.00	\$4.00	3
Evening Water Aerobics	\$5.00	\$5.00	3
Birthday Party			
Birthday Party 5-9 guests (tax was included in 2022 prices)	\$85 (plus tax)	\$95.00	4
Birthday Party 10-15 guests	\$125 (plus tax)	\$135.00	4
Birthday Party 16-25 guests	\$160 (plus tax)	\$170.00	4
Birthday Party 26-35 guests	\$220 (plus tax)	\$230.00	4
Group Rates			
Group Rate 20-40 guests 48" and taller	\$5.50	discontinuing group height pricing	4
Group Rate 20-40 guests under 48"	\$4.50	discontinuing group height pricing	4
Group Rate 41+ guests 48" and taller	\$5.00	discontinuing group height pricing	4
Group Rate 41+ guests under 48"	\$4.00	discontinuing group height pricing	4
Group Rate 20-40 Guests	n/a	\$5.00	4

Owatonna Parks and Recreation Fees Manual 2024

Group Rate 41+ Guests	n/a	\$4.50	4
River Springs Waterpark Private Rental			
2 Hour Private Rental (0-200 people)	\$1,170.00	\$1,170.00	4
2 Hour Private Rental (201-300 people)	\$1,607.50	\$1,607.50	4
2 Hour Private Rental (301-400 people)	\$2,045.00	\$2,045.00	4
2 Hour Private Rental (401-500 people)	\$2,552.00	\$2,552.00	4
2 Hour Private Rental (501-600 people)	\$3,027.50	\$3,027.50	4
2 Hour Private Rental (601-715 people)	\$3,537.50	\$3,537.50	4
4 Hour Private Rental (0-200 people)	\$1,452.00	\$1,452.00	4
4 Hour Private Rental (201-300 people)	\$1,968.00	\$1,968.00	4
4 Hour Private Rental (301-400 people)	\$2,484.00	\$2,484.00	4
4 Hour Private Rental (401-500 people)	\$2,944.00	\$2,944.00	4
4 Hour Private Rental (501-600 people)	\$3,404.00	\$3,404.00	4
4 Hour Private Rental (601-715 people)	\$3,980.00	\$3,980.00	4
River Springs Waterpark Private Lap Lane Rental			
1 Hour - per lane (during staffed hours)	n/a	\$18.00	4
1 Hour - per lane (during private hours)	n/a	\$18.00 + Lifeguard Rental Rate	4
West Hills Pool			
Water Aerobics – One Day/Week	\$5.50	\$5.50	3
Water Aerobics – Two Days/Week	\$10.50	\$11.00	3
Water Aerobics – Three Days/Week	\$15.50	\$16.50	3
Owatonna Middle School Pool (OMS)			
Lap Swim	\$5.00	\$5.00	3
Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times)	\$80.00	\$80.00	3
Open Swim	\$5.00	\$5.00	3
Lifeguard Rental	\$24.00	\$26.00	4
Swimming Lessons			
Swimming Lessons	\$47.00	\$48.00	2
Private Swimming Lessons (1 person)	\$110.00	\$115.00	4
Private Swimming Lessons (2 people)	\$170.00	\$175.00	4
Red Cross Training			
Lifeguard Training (BL)	\$195.00	\$195.00	4
Lifeguard Review	\$130.00	\$130.00	4
WSI (BL)	\$235.00	\$235.00	4
Aquatic Programs & Events			
Egg Splash	\$2 per person	\$2 per person	2
Ducky Dash	RSWP Daily Admission	RSWP Daily Admission	1-2
The Lazy Mile	n/a	\$5.00	4

Owatonna Parks and Recreation
Fees Manual 2024

Pool Bingo	n/a	\$5.00	4
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Owatonna Parks and Recreation Fees Manual 2024

West Hills Tennis & Pickleball Center	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Passes (Does not include tax)			
Tennis/Pickleball Couple (9 months) Sept 1-May 31	\$372.75	\$391.50 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Couple (12 months) Sept 1–Aug 31	\$396.90	\$416.75 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Family (9 months) Sept 1–May 31	\$404.25	\$424.50 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Family (12 months) Sept 1–Aug 31	\$441.00	\$463.00 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Individual (9 months) Sept 1–May 31	\$288.75	\$303.25 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Individual (12 months) Sept 1–Aug 31	\$315.00	\$330.75 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Junior (9 months) Sept 1–May 31	\$162.75	\$171.00 (approved 6/6/23; effective 9/1/23)	4
Tennis/Pickleball Junior (12 months) Sept 1– Aug 31	\$176.40	\$185.25 (approved 6/6/23; effective 9/1/23)	4
Court Fee (per half hour)	\$2.50	\$2.50	4
Ball Machine (per half hour)	\$2.50	\$3.00	4
Guest Rate Individual Month Pass	\$52.50	\$54 (approved 6/6/23; effective 9/1/23)	4
Guest Rate (Singles 1 hour)	\$16.25	Discontinued	4
Guest Rate (Singles 1.5 hours)	\$21.75	Discontinued	4
Guest Rate (Doubles 1 hour)	\$10.75	Discontinued	4
Guest Rate (Doubles 1.5 hours)	\$13.50	Discontinued	4
Guest Rate (2 hours of play per person)	\$19.00	\$19.00	4

Owatonna Parks and Recreation

Fees Manual 2024

Brooktree Golf Course	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Season Passes (Does not include \$15 surcharge per person or tax)			
Adult (Base) Age 33-61	\$805.00	\$886.00	4
Senior Age 62-79	\$724.00	\$797.00	4
Super Senior Age 80+	\$644.00	\$710.00	4
Young Adult Age 26-32	\$604.00	\$665.00	4
Future Age 18-25	\$403.00	\$443.00	4
Junior Age 5-17	\$282.00	\$310.00	4
Weekday M-F only	\$644.00	\$710.00	4
Family	Base +	Base +	4
Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each child to age 25)	Base + \$225 each	Base + \$250 each	4
Additional Child 5-17	Base + \$112 each	Base + \$125 each	4
Carts (Does not include tax)			
Annual Trail Fee – Personal Cart	\$340.00	\$350.00	4
Daily Trail Fee - Personal Cart	n/a	\$12.00	
Annual Cart – Single (½ cart)	\$455.00	\$460.00	4
Annual Cart – Double (Full)	\$705.00	Discontinued	4
Annual Cart – Additional Daily rounds	Discontinuing	Discontinued	
9-Hole Cart Rental	\$12.00	\$13.00	4
18-Hole Cart Rental	\$17.00	\$20.00	4
Pull Cart Rental - 9 Hole	\$0 Only 4 carts remain and are in poor condition	\$5.00	4
Pull Cart Rental - 18 Hole	\$0 Only 4 carts remain and are in poor condition	\$9.00	4
Green Fees (Includes surcharge, does not include tax)			
9-Holes Weekday (M-F)	\$21.00	\$23.00	4
9-Holes Weekend	\$25.00	\$27.00	4
18-Holes Weekday (M-F)	\$32.50	\$35.00	4
18-Hole Weekend	\$37.00	\$39.00	4
Junior Rate (5-17)	50% of Standard Rate	50% of Standard Rate	4
Senior rate (62+)	90% of Standard Rate	90% of Standard Rate	4
Patron Card 25% discount on all green fees (non-transferrable, card holder only), 10% discount on merchandise (no special orders). Does not apply to cart rentals (Does not include \$15 surcharge or tax)	\$84.00	\$93.00	4

Owatonna Parks and Recreation Fees Manual 2024

Tournament: Minimum of 12 golfers is required to qualify for outing and tournament rates. (Prices do not include tax.)			
9-Holes	\$30.00	discontinued	4
18-Holes Weekday	\$41.50	discontinued	4
18-Holes Weekend	\$46.00	discontinued	4
18-Holes	NA	\$65.00	4
Carts for Riders/Spectators	\$44.00	\$44.00	4
Big Cup Event (additional fee)	\$275.00	\$275.00	4

Owatonna Parks and Recreation Fees Manual 2024

Rentals	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Shelters			
Daily Rental-Small Pavilions	\$80.00	\$80.00	4
Daily Rental- Large Pavilions	\$100.00	\$100.00	4
Morehouse Chalet	\$175.00	\$175.00	4
Central Park Stage	\$250.00	\$250.00	4
Tennis & Fitness Center			
Fitness Center Activity Room	\$40.00	\$45 per hour	4
Basketball Court per hour	\$40.00	\$45 per hour	4
Tennis Court – Group Rental (2 weeks or more in advance)	\$19.00	\$22.00	4
Tennis Court – Group Rental (less than 2 weeks in advance)	\$22.00	\$24.00	4
Swimming Pool	\$65.00	\$70 per hour	4
Social Commons			
Multipurpose Room Standard Rate per hour	\$55.00	\$60.00	4
Multipurpose Room Non-Profit Rate per hour	\$35.00	\$40.00	3
Multipurpose Room with Kitchen Standard Rate per hour	\$65.00	\$75.00	4
Multipurpose Room with Kitchen Non-Profit Rate per hour	\$45.00	\$55.00	3
West Meeting Room 2 nd floor Standard Rate per hour	\$35.00	\$40.00	4
West Meeting Room 2 nd floor Non-Profit Rate per hour	\$25.00	\$30.00	3
Program Room 2 – Standard Rate per hour		\$20.00	4
Program Room 2 – Non-Profit Rate per hour		\$15.00	3
Board Room – Standard Rate per hour	\$35.00	\$40.00	4
Board Room – Non-Profit Rate per hour	\$25.00	\$30.00	3
Lake Kohlmier			
Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)	\$6 + Tax	\$6.50	3
Summer Individual Pass	\$20 + Tax	\$25 + Tax	3
Large Group Rental	\$100 for 2 hours (10 vessels)	\$115 for 2 hours (10 Vessels)	4
LK Plus Pass (included in RSWP Section)	n/a	\$18.00 per person	

Owatonna Parks and Recreation

Fees Manual 2024

Diamond Fields Rental	2023 Fee	2024 Proposed Fee	Cost Recovery Model																																																				
Games: Game Standard rental is per game and includes the following: *Exclusive use of the field *Concession stands *Field prepped *Field chalked *Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments. Premier Field: Dartt's Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park Secondary Field: Manthey Park (Baseball), McKinley (1 field) Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields) <table border="1"> <thead> <tr> <th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr> </thead> <tbody> <tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr> <tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr> <tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr> <tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr> <tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr> <tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr> <tr><td>Lights</td><td>■</td><td></td><td></td></tr> <tr><td>PA System</td><td>■</td><td></td><td></td></tr> <tr><td>Turf Management</td><td>■</td><td></td><td></td></tr> <tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr> <tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr> <tr><td>Grandstand</td><td>■</td><td></td><td></td></tr> </tbody> </table> Must make reservation 72 hours in advance, permit holder is responsible for: trash pickup on grounds, bleachers/seating, dugout and concessions and raking around bases, home plate and pitcher mound.		Premier	Secondary	Basic	Irrigation	■	■		Dugouts	■	■		Bleacher	■	■	■	Concessions	■	■		Fence/Gates	■	■		Scoreboard	■			Lights	■			PA System	■			Turf Management	■			Restrooms	■	■		Player Benches	■	■	■	Grandstand	■			Game fee: Per game Tournament fee: Per day per field Premier Field Base Rate: \$110 Teen Program ages 13-18: \$60.50 (45% discount) Youth Program ages 0-12: \$49.50 (55% discount) Secondary Field Base Rate: \$90 Teen Program ages 13-18: \$49.50 (45% discount) Youth Program ages 0-12: \$40.50 (55% discount) Basic Field Base Rate \$70 Teen Program ages 13-18: \$38.50 (45% discount) Youth Program ages 0-12: \$31.50 (55% discount)	Game fee: Per game Tournament fee: Per day per field Premier Field Base Rate: \$125 Teen Program ages 13-18: \$68.75 (45% discount) Youth Program ages 0-12: \$56.25 (55% discount) Secondary Field Base Rate: \$95 Teen Program ages 13-18: \$52.25 (45% discount) Youth Program ages 0-12: \$42.75 (55% discount) Basic Field Base Rate \$75 Teen Program ages 13-18: \$41.25 (45% discount) Youth Program ages 0-12: \$33.75 (55% discount)	2-4
	Premier	Secondary	Basic																																																				
Irrigation	■	■																																																					
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Player Benches	■	■	■																																																				
Grandstand	■																																																						
Additional add-ons for Tournaments																																																							
Concession Stand for Tournaments	\$30 per day	\$50 per day	4																																																				

Owatonna Parks and Recreation Fees Manual 2024

Additional Restroom Cleaning	\$35/time per site	\$40/time per site	4
Additional Garbage Service	\$35/time per site	\$40/time per site	4
Manual Trash Picking	\$35/hour	\$40/hour	4
Additional Field Prep (4 hour minimum, must be a continuous stretch of time)	\$50/hour up to 4 fields	\$60/hour up to 4 fields	4
Rental of City Rakes and Chalker – No Labor Provided	\$25 per tournament	\$30 per tournament	
Temporary Portable Fence – includes set-up & tear down	\$100 per field	\$150 per field	4
Bleachers	\$125 each set + labor	\$150 each set + labor	4
Player Benches	\$35 plus labor	\$40 plus labor	4
Chalk	\$20 per bag	\$25 per bag	4
Diamond Dry	\$25 per bag	\$30 per bag	4
Additional Portable Restrooms – cost to be paid by renter	*Rate by company	* Rate by company	4

Owatonna Parks and Recreation Fees Manual 2024

Adult & Youth Programs	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Adult Sports			
Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$825.00	\$850.00	4
Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$825.00	\$850.00	4
Fall Men's Softball Fee (Player & Team Fee Combined) 10 games	\$395.00	\$425.00	4
Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs	\$395.00	\$425.00	4
Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs	\$50.00	\$60.00	4
Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs	\$30.00	\$40.00	4
Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs	\$40.00	\$50.00	4
Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs	\$425.00	\$450.00	4
Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs	\$425.00	\$450.00	4
Tennis and Pickleball Drop-In Leagues/Programs		Season Pass Holder \$5/Non-Season Pass holder \$10	
Tennis UTR/USTA Tournaments	\$20-\$50 (based on Tournament Level)	\$20-\$50 (based on Tournament Level)	4
Pickleball DUPR Matchplay	n/a	Season Pass Holder \$5/Non-Season Pass holder \$10	4
Women's Thursday Morning Drill	\$10.00	\$10.00	4
Noon Basketball	\$100.00	\$125.00	4
Youth Sports Programs			
T-Ball	\$42.00	\$46.00	3
Mini Sluggers Baseball	\$45.00	\$52.00	3
Little League Baseball Level 1 (Grade 2)	\$67.00	\$70.00	3
Little League Baseball Level 2 (Grade 3-4)	\$87.00	\$90.00	3
Soccer	\$50.00	\$55.00	3
Boys Lacrosse	\$57.00	Discontinued	3
Girls Lacrosse	\$32.00	Discontinued	3

Owatonna Parks and Recreation Fees Manual 2024

Football (Grade 1-2)	\$32.00	\$35.00	3
Football (Grade 3-6)	\$87.00	\$90.00	3
Volleyball (Grade 1-2)	\$30.00	\$32.00	3
Volleyball (Grade 3-6)	\$52.00	\$55.00	3
Basketball (Grade K-2)	\$45.00	\$48.00	3
Basketball (Grade 3-6)	\$55.00	\$58.00	3
Adaptive Baseball	\$40.00	\$42.00	2
Little Tykes Sports Camp	\$25.00	\$28.00	2
Tennis and Pickleball Lessons			
Private Lesson Youth ½ hour	\$35.00	\$35.00	4
Private Lesson Youth 1 hour	\$45.00	\$60.00	4
Private Lesson Adult ½ hour	\$35.00	\$35.00	4
Private Lesson Adult 1 hour	\$50.00	\$65.00	4
Tennis Lesson Drop-In (per class)		\$12.00 - \$24.00	4
Star Academy Advanced	\$160.00	\$192 (approved & effective 6/6/23)	3
Star Academy Middle School & Intermediate	\$160.00	\$192 (approved & effective 6/6/23)	3
Young Stars (orange ball)	\$80.00	\$96 (approved 6/6/23; effective 9/1/23)	3
Shooting Starts (red ball)	\$80.00	\$96 (approved 6/6/23; effective 9/1/23)	3
Pickleball Beginner	n/a	\$80 (approved 6/6/23; effective 9/1/23)	3
Pickleball Stars Academy 12U	n/a	\$120 (approved 6/6/23; effective 9/1/23)	3
Pickleball Stars Academy 18U	n/a	\$120 (approved 6/6/23; effective 9/1/23)	3

Owatonna Parks and Recreation Fees Manual 2024

Adult Leisure Pursuits/50+ Programming	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Membership	\$40+Tax	\$40+Tax	4
Regular Programs	\$0-\$20 +Tax	\$0-\$20 +Tax	4
Trips (cost range)	\$20-\$100 +Tax	\$20-\$125 +Tax	4
Adaptive Recreation	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Adaptive Recreation weekly programs (cost varies depending on supplies needed)	\$0-\$7	\$0-\$14	3
Bowling League – Weekly rate	Bowling Alley Rate + \$1.00	Bowling Alley Rate + \$2.25	4
Special Events/Family Programs	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Winter Weekend Out/Summer Weekend Out programs (fees vary per activity)	\$0.00	0-\$10	1
Family Recreation Programs	\$5-\$7	\$5-\$8	3-4
Camps	\$25-\$90	\$25-\$90	3-4
Private Group Lesson Range (Fishing, Archery, Geocaching, etc)	\$50.00	\$50 - \$100 Per Hour	4
Snowshoe Rentals	\$5 Per Day	\$5 Per Day	4
OTHER	2023 Fee	2024 Proposed Fee	Cost Recovery Model
Late fees	\$10.00	\$25.00	4
Late Fees Adult Softball & Volleyball	NA	\$150/team	4
Late Fee Adult Bag Toss	NA	\$25/team	4
Owatonna Soccer Association - Spring/Summer Player Fee (City Limits)	\$45.00	\$50.00	3
Owatonna Soccer Association - Spring/Summer Player Fee (Outside City & County Limits)	NA	\$60.00	4
Owatonna Soccer Association - Fall Player Fee (City Limits)	\$10.00	\$15.00	3
Owatonna Soccer Association - Fall Player Fee (Outside City & County Limits)	NA	\$25.00	4



TO: Honorable Mayor and City Council Members, City Administrator
FROM: Dave Beaver, Airport Manager
DATE: November 29, 2023
RE: T-Hangar Lease Agreement

Purpose:

To approve T-hangar rental agreement for unit located at the Owatonna Degner Regional Airport as follows:

Lessee	Resident	Unit	Monthly Rental Fee	Term
Brenden Selk	Farmington, MN	Building 3, Unit C	\$155.00/Month	2-year agreement

Background:

The agreement provides for the rental of a T-hangar unit at the airport for a two-year term. The agreement is a standard T-hangar lease form used for this purpose and has been reviewed by the City Attorney.

Budget Impact:

The rental fees provided for in the agreements represent a total of \$1,860.00 of annual rental revenue.

Recommendation:

Staff recommends approval.

Attachment

T-Hangar Lease Agreement

OWATONNA DEGNER REGIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

The City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter referred to as "Lessor", hereby leases to Brenden Selk, a resident of the City of Farmington County of Dakota, State of Minnesota, hereinafter referred to as "Lessee", that T-Hangar unit situated in an aircraft hangar located at the Owatonna Degner Regional Airport which is more particularly described as follows, to-wit:

HANGAR # 3, UNIT "C"
(See attached Exhibit "A")

1. **TERM OF LEASE.** The initial term of this lease shall be for a period commencing December 1, 2023 and ending November 30, 2024. Upon the mutual agreement of the parties hereto, the lease may be renewed for up to two (2) additional periods of one (1) year each. The agreement to renew shall be entered into by the parties prior to the expiration of each term and will be subject to the T-Hangar Rental Policy in effect or applicable at time of renewal. The agreement to renew shall be in writing and signed by the parties hereto specifying the rental fee and the date of expiration.

2. **RENTAL FEE.** During the term of this lease, Lessee shall pay to Lessor a monthly rental fee of One Hundred Fifty Five dollars (\$155.00). All rental payments shall be made at Owatonna Degner Regional Airport, 3400 West Frontage Road, Owatonna, Minnesota, or such other place as Lessor may designate. All rental payments shall be due by the 10th day of the month for which they are made. Upon expiration of this lease the rental fee may be adjusted by the City Council of the City of Owatonna.

3. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the Lessee.

4. **PROHIBITIONS.** Lessee shall be subject to all airport rules and regulations, including but not limited to, the following:

(A) No private locks of any type will be allowed on individual pedestrian doors. If private locks are installed, they will be removed at the discretion of the City of Owatonna.

(B) All items detrimental to the environment shall be disposed of properly. The Lessee of each T-Hangar unit shall be responsible for the proper disposal of all materials generated from or within that unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the Lessee of the unit which generated or was the source of the material.

(C) Lessee's private vehicle shall be allowed to be placed in a T-Hangar when the aircraft is removed for a trip. Parking on the apron or grass will not be permitted.

(D) Lessee shall be responsible for cleanliness of the T-Hangar unit. When, in the opinion of the City of Owatonna, a safety hazard is found to exist within a T-Hangar unit, Lessee will be provided with notice providing for cleanup within seven (7) days, or by such date as the City of Owatonna shall demand. If the cleanup is not completed within the designated time, the City of Owatonna will perform all cleanup, which, in its discretion, it deems necessary, and the cost of which shall be charged to the Lessee.

(E) Lessee at own expense, must maintain hangar in a safe, non-hazardous, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state, and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

(F) The Lessor, or its agent, will provide snow removal services to the area of the leased hangar and taxi-lanes as close to the leased hangar entrance as possible, the Lessee will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

(G) The Lessee is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar.

(H) Engine run-up and taxiing out of the T-Hangars is not allowed.

(I) This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the leased premises or any part thereof be sublet without the prior consent of Lessor in writing. Lessee shall keep and use the T-Hangar primarily for aircraft storage purposes and for no unlawful purpose whatsoever.

(J) T-Hangar units shall be used primarily for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed and flyable which are flown to and from the Owatonna Degner Regional Airport periodically during the year.

(K) Lessee shall possess proof of ownership of the aircraft being stored in leased hangar and aircraft must be properly registered and certified for flight. If Lessee sells the aircraft, the Lessor must be notified in writing within ten (10) days of the sale, and Lessee has ninety (90) days in which to replace said aircraft. One ninety (90) day extension may be allowed, if requested in writing from Lessor. If an aircraft is not owned at the time the hangar lease is consummated, Lessee has ninety (90) days to obtain an aircraft. Prior to placing any aircraft in a T-Hangar

unit, Lessee shall provide Lessor in writing the following information: (See attached Exhibit "B")

1. Aircraft Type
2. Serial Number
3. Registration Number
4. Present Condition of Aircraft (Is the aircraft presently airworthy?)
5. Present Market Value of Aircraft
6. Insurance Carrier (Including type of coverage, limits, and policy number.)

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

(M) Hangar Door to be Closed. The Lessee is responsible for ensuring that the bi-fold hangar door is closed and latched at all times, except when entering or exiting the hangar. The Lessee agrees not to operate the bi-fold door in wind conditions gusting in excess of 30mph (26 knots). The Lessee is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the Lessee's failure to comply with this provision.

5. **ELECTRIC SERVICE.** Electricity is available in each unit. The City of Owatonna reserves the right to install individual meters to each unit and the cost of electricity for each unit may then be billed to Lessee by the City on a periodic basis. Engine heaters shall be of such size as to not overload the electric system. Fuel-fired, hot-air type heaters are permitted if attended on a continuous basis while in use. Electric space heaters are prohibited.

6. **RIGHT OF ENTRY.** Lessor reserves the right for itself or agents to go on, into, and have access at all times during the existence of this lease, to said premises for the purpose, including, but not limited to, inspection and showing of the building.

7. **INSURANCE.** Lessee shall maintain the following insurance coverages:

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

B. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the City of Owatonna indicating the

required coverage for the entire term of the lease and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage.

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

D. Comprehensive general liability insurance insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Such insurance shall be in the amount of not less than One Million (1,000,000.00) per occurrence for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand (\$100,000) per person. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors, contractual liability (covering the indemnity included in this lease agreement), and shall name Lessor as an additionally insured party. Lessor shall be furnished with a copy of the certificate of insurance. The liability insurance policy also showing endorsements requiring thirty (30) days' written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

E. In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other for insured loss occurring to the real property owned by City of Owatonna and personal property owned by the Lessee all while located at the leased premises.

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

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

8. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold completely harmless the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any and all

liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the T-Hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

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

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

9. **ATTORNEY FEES.** Lessee shall pay and discharge all costs, attorney fees, and expenses arising from enforcing any covenants or forfeiture hereof.

10. **TERMINATION.** In case Lessee shall fail to make any of the above-mentioned payments as specified or fail to keep and perform any of the covenants and agreements herein contained, Lessor may immediately and without notice terminate this lease and re-enter and repossess said premises, without prejudice, to its claims for earned cash rent. The following by way of illustration but not by limitation shall constitute a default under this lease:

(1) Tenant fails to pay money owed to the City of Owatonna under this Lease when due, and such failure continues for ten (10) days after written notice from the City of Owatonna.

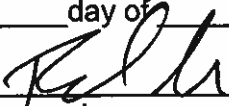
(2) Tenant uses the Premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from the City of Owatonna.

(3) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from the City of Owatonna.

(4) Tenant fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires, or is reduced or materially changed so as not to comply with this Lease; or the City of Owatonna receives such notice of any such conditions pursuant to Section 7., and such failure continues for a period of ten (10) days following written notice from the City of Owatonna to Tenant.

- (5) Tenant vacates or abandons the Premises, and such default continues for ten (10) days following written notice from the City of Owatonna to Tenant.
- (6) Tenant fails to abide by any applicable federal, state, or municipal statutes, regulation, ordinance, rule, or airport policy
- (7) Any other action or inaction on the tenant's part which the City determines is in breach of the lease.

IN WITNESS HEREOF, the parties hereto have executed this lease this _____ day of _____, 20 23.


Lessee

CITY OF OWATONNA, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____ and _____,
the Mayor and City Administrator of the City of Owatonna, a municipal corporation
under the laws of the State of Minnesota, on behalf of the City of Owatonna,
Minnesota.

Notary Public

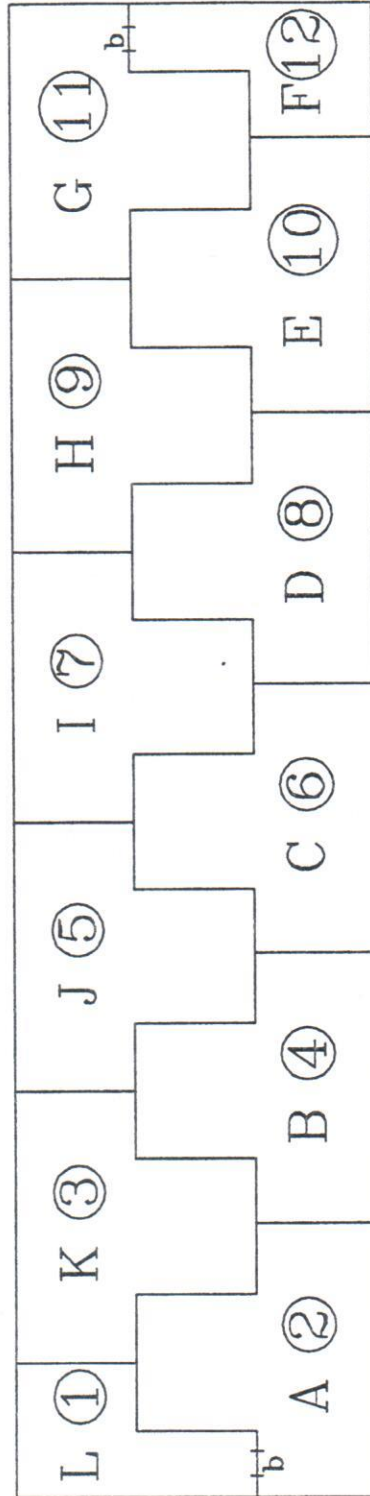
STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

EXHIBIT "A"

T-HANGAR NO.3



1 = KEY NUMBER

EXHIBIT "B"

- _____ 1. Aircraft Type CESSNA 140
- _____ 2. Serial Number 9389
- _____ 3. Registration Number N72216
- _____ 4. Present Condition of Aircraft AIRWORTHY
- _____ 5. Present Market Value ~ \$35,000
- _____ 6. Insurance Carrier ASSURED PARTNERS

Attach Copy of Insurance Certificate

RECAP:

24,196.73	Central Farm Service	- Fleet fuel
47,000.00	JJD Companies LLC	- Demo 126 E Freemont St - \$12,000.00
		- Demo 127 Vine St W - \$35,000.00
140,229.77	Steele County Auditor	- 3rd Qtr LEC expenditures - \$133,204.38
		- Ditch assessments - airport - \$7,025.39
320,151.33	Wencl Construction	- 2023 Street & Utility Est 3
<u>155,411.15</u>	OTHER EXPENDITURES	
\$ 686,988.98	SUBTOTAL	
<u>96,445.54</u>	HRA HOUSING ASSISTANCE PAYMENTS	
\$ <u><u>783,434.52</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL	

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
375792	11/24/23	OWATONNA PUBLIC UTILITIES	2,603.34	R	ACH
375793	11/24/23	SYNCHRONY BANK	146.37	0	Regular
375794	11/24/23	SYNCHRONY BANK - LOWE'S	1,944.64	0	Regular
375795	11/24/23	T-MOBILE	732.44	0	Regular
375796	12/01/23	A & K LLC	304.00	R	ACH
375797	12/01/23	A&H PROPERTIES	451.00	R	ACH
375798	12/01/23	ADAMS REVOCABLE LIVING TRUST	544.00	R	ACH
375799	12/01/23	ALL AREA MANAGEMENT LLC	969.00	R	ACH
375800	12/01/23	APACHE APARTMENTS	810.00	R	ACH
375801	12/01/23	ARNFELT RENTS	124.00	R	ACH
375802	12/01/23	ATM PROPERTIES LLC	1,036.00	R	ACH
375803	12/01/23	AUSTIN HRA	1,937.00	0	Regular
375804	12/01/23	B-GROVE LLC	1,727.00	R	ACH
375805	12/01/23	BARRY GILLESPIE	223.00	R	ACH
375806	12/01/23	BB BROTHERS HOLDINGS LLC	329.00	R	ACH
375807	12/01/23	BROWN CYNTHIA	509.00	R	ACH
375808	12/01/23	BRYCEN GREGOR	990.00	R	ACH
375809	12/01/23	CAPELLE COMPANIES LLC	535.00	R	ACH
375810	12/01/23	CEDAR HILLS ESTATES	546.00	R	ACH
375811	12/01/23	CEDAR RIDGE APARTMENTS	817.00	R	ACH
375812	12/01/23	CEDAR ROSE ASSOCIATES LLC	372.00	R	ACH
375813	12/01/23	CEDAR RUN TOWN HOMES MDI #41	3,967.00	R	ACH
375814	12/01/23	CEDARDALE NORTH APARTMENTS	266.00	R	ACH
375815	12/01/23	CEDARDALE SOUTH APARTMENTS	476.00	R	ACH
375816	12/01/23	CEDARDALE WEST APARTMENTS	529.00	R	ACH
375817	12/01/23	CHRIS PROHASKI	1,006.00	R	ACH
375818	12/01/23	COMMON CENTS PROPERTIES LLC	340.00	R	ACH
375819	12/01/23	COOPERS COURT LLC	913.00	R	ACH
375820	12/01/23	DAN NECHVILLE	706.00	R	ACH
375821	12/01/23	DANIEL SCHLEGEL	483.00	R	ACH
375822	12/01/23	DONALD RIPPLE	982.00	R	ACH
375823	12/01/23	DSBMT, LLC	591.00	R	ACH
375824	12/01/23	EEK LLC	732.00	R	ACH
375825	12/01/23	ELLINGSON RICHARD	666.00	R	ACH
375826	12/01/23	ELM STREET PROPERTIES	473.00	R	ACH
375827	12/01/23	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
375828	12/01/23	IMAGE APARTMENT	2,426.00	R	ACH
375829	12/01/23	JASON HINNA	847.00	R	ACH
375830	12/01/23	JBLL EQUITIES LLC	1,476.00	R	ACH
375831	12/01/23	JOHN & DENISE SCHROEDER	505.00	R	ACH
375832	12/01/23	JOHNSON WINDOW & SIDING INC	3,116.00	R	ACH
375833	12/01/23	JPF PROPERTIES	1,071.00	R	ACH
375834	12/01/23	JULIE WERSAL	437.00	R	ACH
375835	12/01/23	KEG INVESTMENTS LLC	449.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375836	12/01/23	KEITH MARTIN	1,292.00	R	ACH
375837	12/01/23	KERR MCCAULEY INVESTMENT II	289.00	R	ACH
375838	12/01/23	KLEVOS GREG	979.00	R	ACH
375839	12/01/23	LAXMAN S SUNDAE	775.00	R	ACH
375840	12/01/23	LEE ANNA	1,287.00	R	ACH
375841	12/01/23	LINCOLN SQUARE APARTMENTS	8,139.00	R	ACH
375842	12/01/23	LWO LIMITED PARTNERSHIP #116	3,544.00	R	ACH
375843	12/01/23	MANCINI NICHOLAS	819.00	R	ACH
375844	12/01/23	MARQUARDT DENNIS	3,053.00	R	ACH
375845	12/01/23	MARTIN ALLAN	2,291.00	R	ACH
375846	12/01/23	MCCAULEY PATRICK	835.00	R	ACH
375847	12/01/23	MIDWEST INVEST LLC	534.00	R	ACH
375848	12/01/23	MINNEAPOLIS PHA	941.34	R	ACH
375849	12/01/23	NECHVILLE SUSAN	1,292.00	R	ACH
375850	12/01/23	NORTH VIEW APARTMENTS	944.00	R	ACH
375851	12/01/23	NORTHCOURT APARTMENTS	864.00	R	ACH
375852	12/01/23	NORTHGATE	1,535.00	R	ACH
375853	12/01/23	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
375854	12/01/23	NORTHWEST MANOR	1,537.00	R	ACH
375855	12/01/23	OWATONNA PUBLIC UTILITIES	238.00	R	ACH
375856	12/01/23	PARKVIEW OWATONNA LLC	751.00	R	ACH
375857	12/01/23	PETER BIEL	1,700.00	R	ACH
375858	12/01/23	POSITIVE SHARE LLC	1,135.00	R	ACH
375859	12/01/23	PROHASKI PROPERTIES	1,806.00	R	ACH
375860	12/01/23	QUALITY RENTALS OF OWATONNA LL	631.00	R	ACH
375861	12/01/23	RAYMOND WILLMOTT	196.00	R	ACH
375862	12/01/23	RWB PROPERTIES	384.00	R	ACH
375863	12/01/23	SCOTT COUNTY CDA	3,531.20	R	ACH
375864	12/01/23	SIXSPARKS LLC	737.00	R	ACH
375865	12/01/23	SMITH REAL ESTATE LLC	464.00	R	ACH
375866	12/01/23	SOUTH CENTRAL HUMAN RELATIONS	2,823.00	R	ACH
375867	12/01/23	STADHEIM PROPERTIES	830.00	R	ACH
375868	12/01/23	SUBLAND INVESTMNTS & LIFESTYLE	226.00	R	ACH
375869	12/01/23	SUMMIT MANOR	370.00	R	ACH
375870	12/01/23	TM RENTALS II LLC	486.00	R	ACH
375871	12/01/23	USDA RURAL DEVELOPMENT	480.00	0	Regular
375872	12/01/23	USDA RURAL DEVELOPMENT	401.00	0	Regular
375873	12/01/23	WILLOW RUN I MDI #58	3,513.00	R	ACH
375874	12/01/23	WILLOW RUN II MDI #85	4,924.00	R	ACH
375875	12/01/23	YOUNGDAHL DEVELOPMENT LLC	1,792.00	R	ACH
375876	12/01/23	ZK INVESTORS LLC	1,651.00	R	ACH
375877	12/05/23	ACRE	1,518.27	0	Regular
375878	12/05/23	AFLAC	2,731.16	R	ACH
375879	12/05/23	ALEXANDER LUMBER COMPANY	418.98	0	Regular
375880	12/05/23	ANCOM	180.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375881	12/05/23	APEX INDUSTRIES INC	1,650.00	0	Regular
375882	12/05/23	ARAMARK UNIFORM SERVICES INC	203.91	0	Regular
375883	12/05/23	ARROW ACE HARDWARE	147.60	R	ACH
375884	12/05/23	ASBESTROL INC	2,830.00	0	Regular
375885	12/05/23	ASPEN MILLS INCORPORATED	443.67	0	Regular
375886	12/05/23	AUTO TRIM DESIGN OF OWATONNA	2,766.00	0	Regular
375887	12/05/23	AVFUEL CORPORATION	17,916.31	R	ACH
375888	12/05/23	BAKER & TAYLOR BOOKS	501.03	R	ACH
375889	12/05/23	BENJAMIN METCALF	13.96	0	Regular
375890	12/05/23	BENJAMIN R JOHNSON	36.50	0	Regular
375891	12/05/23	BG MINNESOTA INC	382.77	0	Regular
375892	12/05/23	BOUND TREE MEDICAL LLC	327.77	0	Regular
375893	12/05/23	BRAUN INTERTEC CORPORATION	11,846.30	0	Regular
375894	12/05/23	BRODART CO	211.97	0	Regular
375895	12/05/23	CARQUEST	665.41	0	Regular
375896	12/05/23	CEMSTONE CONCRETE MATERIAL LLC	354.50	0	Regular
375897	12/05/23	CENGAGE LEARNING INC/GALE	106.36	R	ACH
375898	12/05/23	CENTRAL FARM SERVICE	24,196.73	0	Regular
375899	12/05/23	CHRISTIAN SKJEVELAND	296.01	0	Regular
375900	12/05/23	CORE & MAIN	1,255.66	0	Regular
375901	12/05/23	COURT SPORTS & MORE	304.00	R	ACH
375902	12/05/23	CRANE CREEK ASPHALT	1,204.06	R	ACH
375903	12/05/23	CULLIGAN OF OWATONNA	56.38	R	ACH
375904	12/05/23	CURT'S TRUCK & DIESEL SERVICE	20.57	R	ACH
375905	12/05/23	D & M CONSTRUCTION LLC	828.90	R	ACH
375906	12/05/23	ELITE LAYERS	395.00	0	Regular
375907	12/05/23	EMPLOYEE STRATEGIES INC	6,650.00	R	ACH
375908	12/05/23	ENTENMANN-ROVIN CO	224.00	R	ACH
375909	12/05/23	EYE MED VISION CARE	411.73	0	Regular
375910	12/05/23	FARIBAULT CO SHERIFF'S OFFICE	8,790.30	0	Regular
375911	12/05/23	FARMERS FEED AND PET SUPPLY	69.99	0	Regular
375912	12/05/23	FASTENAL COMPANY	667.02	R	ACH
375913	12/05/23	FIRST SUPPLY OWATONNA	20.39	0	Regular
375914	12/05/23	FLAHERTY & HOOD PA	8,498.75	R	ACH
375915	12/05/23	HAWKINS INC	20.00	R	ACH
375916	12/05/23	HEALTHPARTNERS INC	4,740.49	0	Regular
375917	12/05/23	HELEN M NAGEL INC	1,617.18	0	Regular
375918	12/05/23	HERITAGE CRYSTAL CLEAN LLC	799.60	0	Regular
375919	12/05/23	I U O E LOCAL 70	6,054.00	0	Regular
375920	12/05/23	IFACS	29.15	R	ACH
375921	12/05/23	INNOVATIVE OFFICE SOLUTIONS	247.41	0	Regular
375922	12/05/23	JJD COMPANIES LLC	47,000.00	R	ACH
375923	12/05/23	JOEL M HUNT	13.99	0	Regular
375924	12/05/23	JTH GARAGE DOOR LLC	870.00	0	Regular
375925	12/05/23	KODRU-MOONEY	7,482.36	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375926	12/05/23	LARRY THORNHILL	224.00	0	Regular
375927	12/05/23	LAWSON AUTOMOTIVE LLC	1,443.89	0	Regular
375928	12/05/23	LEADSONLINE LLC	4,037.00	0	Regular
375929	12/05/23	LEGACY SIGNS INC	120.00	R	ACH
375930	12/05/23	MACQUEEN EQUIPMENT CO	4,114.40	R	ACH
375931	12/05/23	MADISON NATL LIF INS CO INC	983.32	0	Regular
375932	12/05/23	MARCO TECHNOLOGIES LLC	85.20	R	ACH
375933	12/05/23	MATTHEW R HOKANSON	5,194.90	R	ACH
375934	12/05/23	METRO SALES INC	1,070.78	0	Regular
375935	12/05/23	METRONET SYSTEMS HOLDINGS LLC	1,734.12	R	ACH
375936	12/05/23	MIKE'S REPAIR	4,169.40	R	ACH
375937	12/05/23	MINNESOTA LIFE	3,039.20	0	Regular
375938	12/05/23	MN FIRE SERVICE CERT BOARD	25.00	0	Regular
375939	12/05/23	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
375940	12/05/23	MN VALLEY TESTING LABS INC	222.20	R	ACH
375941	12/05/23	MOTION PICTURE LICENSING CORP	269.45	0	Regular
375942	12/05/23	MRI SOFTWARE LLC	250.00	R	ACH
375943	12/05/23	NAPA AUTO PARTS	321.93	R	ACH
375944	12/05/23	NORTHERN SAFETY TECHNOLOGY INC	227.04	0	Regular
375945	12/05/23	NORTHLAND FARM SYSTEMS	2,939.98	0	Regular
375946	12/05/23	OFFICE OF MNIT SERVICES	252.00	0	Regular
375947	12/05/23	OWATONNA HEATING & COOLING INC	220.00	0	Regular
375948	12/05/23	OWATONNA MOTOR COMPANY	1,150.50	0	Regular
375949	12/05/23	OWATONNA PUB SCHOOLS ISD 761	1,677.50	0	Regular
375950	12/05/23	OWATONNA VETERINARY HOSPITAL	360.02	0	Regular
375951	12/05/23	OWATONNA VOLLEYBALL BOOSTERS	1,120.00	0	Regular
375952	12/05/23	POLICE TRAK SYSTEMS	700.00	0	Regular
375953	12/05/23	RAMY TURF PRODUCTS	675.00	0	Regular
375954	12/05/23	RCM SPECIALTIES	2,011.68	0	Regular
375955	12/05/23	RDO EQUIPMENT CO	1,348.60	0	Regular
375956	12/05/23	SCHMIDT GOODMAN OFFICE PRODUCT	2,725.00	R	ACH
375957	12/05/23	SENIORPLACE INC	322.00	0	Regular
375958	12/05/23	SPHERION STAFFING LLC	2,204.00	0	Regular
375959	12/05/23	ST CROIX RECREATION CO	1,136.00	R	ACH
375960	12/05/23	STEELE COUNTY AUDITOR	140,229.77	0	Regular
375961	12/05/23	STEELE COUNTY TREASURER	202.45	0	Regular
375962	12/05/23	STEWART DENISE	408.74	0	Regular
375963	12/05/23	STREICHER'S INC	430.99	0	Regular
375964	12/05/23	SWEET TOWING	270.00	0	Regular
375965	12/05/23	T-MOBILE	1,274.37	0	Regular
375966	12/05/23	TOR SPERLING	121.35	R	ACH
375967	12/05/23	TRENCHERS PLUS INC	1,385.04	0	Regular
375968	12/05/23	UNITED WAY	210.00	0	Regular
375969	12/05/23	VENTURE HYDRAULICS INC	26.89	R	ACH
375970	12/05/23	VESTERBY GRANT	77.75	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
375971	12/05/23	WALBRAN & FURNESS CHARTERED	1,369.83	R	ACH
375972	12/05/23	WENCL CONSTRUCTION	320,151.33	0	Regular
375973	12/05/23	WEST PUBLISHING CORPORATION	581.43	R	ACH

apadatecr2 City of Owatonna

sbera
A/P Check Register
Checks from

to

11/30/2023 09:49

Page 5

71	Checks total:	578,125.70
111	ACH total:	205,308.82
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
182	GRAND TOTALS	783,434.52



CITY OF
OWATONNA

Ordinances



DATE: December 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Second Reading Proposed Ordinance 23-20 - Adopt Sanitary Sewer Rates

Purpose:

City Council approval of the second reading of this proposed ordinance with recommendations to rate changes for sanitary sewer related to Chapter 35 of the City Code related to Appendix A Fee Schedule, (C) Sewer Rates, charges and fees, (2) Industrial sewer rates and charges established, (3) Domestic sewer rates and charges established.

Background:

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

Budget Impact:

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

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposed Ord 23-20 Amend Sewer Rates - Section 35 Appendix A - Fee Schedule

ORDINANCE NO. 1659

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

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

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

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

4. Initial unit cost figures shall be:

- a. f = \$0.39 /100 Cubic Feet;
- b. b = \$481.95/1,000 pounds of BOD; and
- c. ss = \$339.07/1,000 pounds of suspended solids.

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

(a) Rates and charges for domestic wastewater disposal service shall be \$3.13 per 100 cubic feet of the average amount of water billed in the months of December, January, and February and billed starting in March and each subsequent month of the year at that calculated amount for residential customers. Commercial, Light SIU, and Heavy SIU shall be billed on actual water use monthly. To each such statement, each month shall be added a service charge based on the meter size as shown in the following table (effective 01/01/24).

Customer Class	Monthly
Residential	\$17.50
Commercial	\$23.10
Light SIU	\$76.13
Heavy SIU	\$788.49

1. Vacant rental units with individual meters shall be charged only the monthly service charge (effective 1/1/2016).
2. Single-family residential units that are not being serviced by the city water system shall be charged the equivalent of 7 CCF of wastewater, equaling twenty-one dollars and ninety-one cents (\$21.91) per month, plus service charge for residential meter (effective 01/01/2024).
3. A charge of eighteen dollars and seventy-eight cents (\$18.78) per month shall be made to new customers and to new residential construction based on 6 CCF commencing on the date of installation of the water meter and continuing until an average can be struck, from use in December, January and February in addition to the service charge based on the meter size. Customers moving within the city will be charged at the rate established at their previous residence until an average can be struck from use in December, January and February for the new residence (effective 01/01/2024).

(5) *Sewer hook-up charges.*

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

* Three or more units in one building. Multi-Family users may be considered Residential or Commercial for regular sewer usage billings depending on how the property is connected and metered. For example, a multi-unit apartment that receives one utility bill should be considered Commercial and a multi-unit condo complex where each unit received a utility bill should be considered Residential. Both situations would be treated as Multi-Family for SACs (1992 Code, § 540:15)

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

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

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

Aye:

No:

Absent:

Approved and signed this ____ day of ____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Miscellaneous



DATE: December 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Amendment No. 1 - Professional Services Agreement for Staff Augmentation Services - WHKS

Purpose:

Requesting approval of the WHKS Amendment for Staff Augmentation Services.

Background:

WHKS will provide staff augmentation services to assist with engineering projects anticipated to be constructed in 2024, along with in-house training in Civil 3D. Services will include design oversight, design direction, establishing design schedules, and assessing staff's design skills and needs. WHKS will assist with determining if outside engineering services are needed to complete budgeted design projects on time. Additional time will be available, as needed, via Teams or phone calls. WHKS will assist with educating and guiding staff through State Aid and Federal project guidelines and process to ensure compliance on all projects.

WHKS will review the City's Civil3D template and provide a recommendation to update the template.

See attached for entire scope of service and pricing details.

Budget Impact:

Billed hourly per the previously approved schedule. Agreement will not exceed \$50,000 (\$20,000 original contract and \$30,000 amendment) without additional authorization.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Amendment to Professional Services Agreement
2. WHKS Staff Augmentation Services



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of Owatonna** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **November 15, 2022** for certain engineering services for **Staff Augmentation** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Technical Assistance** services for the **Staff Augmentation** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly. Agreement will not exceed \$30,000 without additional authorization.

Executed this _____ day of _____

City of Owatonna

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: _____

Printed Name: _____

Title: _____

Exhibit A to Amendment No. 1

A. Project Description

Provide staff augmentation services to assist with engineering projects. Services will include design oversight, design direction, and establishing design schedules. WHKS staff will attend meetings in Owatonna Engineering Department as requested. We will assist with determining if outside engineering services are needed.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Owatonna** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Staff Augmentation**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Provide staff augmentation services to assist with engineering projects anticipated to be constructed in 2023 and 2024. Services will include design oversight, design direction, and establishing design schedules. WHKS staff will attend meetings in Owatonna Engineering Department once a week. We will assist with determining if outside engineering services are needed. WHKS is anticipating providing one staff person for up to one day per week at City Hall. Additional time will be available, as needed, via Teams or phone calls.

WHKS will review the City's Civil3D template and provide a recommendation to update the template.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly per the attached Exhibit A. Agreement will not exceed \$20,000 without additional authorization.

Executed this _____ day of November, 2022

City of Owatonna

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: Timothy A. Hruska, P.E., L.S.

Title: _____

Title: Vice President

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Exhibit A

WHKS & Co. 2022 Fee Schedule

City of Owatonna

Schedule of Hourly Billing Rates – Effective January 1, 2022

Principal	\$ 170.00
Project Manager	\$ 140.00
Design Engineer	\$ 120.00
*Engineering Tech IIII	\$ 115.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

**NOTE: Time and a half pay applies for overtime, if applicable*



DATE: December 5, 2023
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Letter of Support - Local Road Improvement Program Funding Application - Steele County

Purpose:

City Council approval of Letter of support for Steele County grant application for the Local Road Improvement Program for the East Side Corridor.

Background:

Steele County has identified transportation deficiencies in the city of Owatonna and the east side of the county. This issue has long been studied and planned for beginning in 1993. The city set aside land for the proposed project in 2004. The city's Strategic Plan and 2040 transportation plan identifies this as an important corridor to address north-south traffic, increasing congestion downtown and future development. County Engineer Greg Ilkka, will present an overview of the project to the city council.

Budget Impact:

Potential additional funding for the project.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Letter of Support - LRIP Funding Request



December 5, 2023

RE: Support for East Side Corridor

Mr. Greg Ilkka
Steele County Engineer
3000 Hoffman Drive
P.O. Box 890
Owatonna, MN 55060

Dear Mr. Ilkka:

On behalf of the Owatonna Mayor and City Council, we are expressing support for Steele County to develop the East Side Corridor between 18th Street SE in the south and County Highway 8/Kenyon Road in the north.

Growth has occurred and traffic patterns in this part of Owatonna have changed. As a result, roads that were designed for neighborhood use are now being used as major corridors by through-traffic which also creates additional congestion in our downtown. The City of Owatonna's Strategic Plan and the 2040 Transportation Plan that was adopted both identify the need for this new corridor at 29th Avenue to address increased north-south traffic on the east side of town due to community growth. In addition, future development is expected to dictate the need for another north-south route on the east side of Owatonna at 34th Avenue. These routes are critical to Owatonna's economic development plans. City planners anticipated the need for this corridor and the City Council adopted a resolution in 2004 to set aside land for the proposed project.

City officials are pleased to provide support for this much-needed corridor project. We encourage you to apply for funding through the Minnesota Local Road Improvement Program to help cover the costs of this important project that will allow Owatonna's continued growth.

Sincerely,

Doug Voss (At Large)

Nathan Dotson (Ward 1)

David Burbank (Ward 3)

Brent Svenby (Ward 5)

Kris M. Busse, City Administrator

Dan Boeke (At Large)

Greg Schultz, Council President (Ward 2)

Kevin Raney (Ward 4)

Thomas Kuntz (Mayor)