



CITY COUNCIL MEETING
Tuesday, December 19, 2023 at 7:00 PM
Chambers at the Charles S. Crandall Center
540 West Hills Circle
Roll Call: Council Members Boeke, Raney, Svenby,
Voss, Dotson, Burbank, & Schultz

PLEASE NOTE: At 4:00 p.m. the Council will meet with Employee Strategies in the Charles S. Crandall Center. This will be a closed session regarding the annual performance review of City Administrator Busse.

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

- 1.1. Council Agenda
- 1.2. Mayor Kuntz

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – December 5, 2023
- 2.2. Minutes - TNT Meeting - December 6, 2023
- 2.3. Board/Commission Minutes
 - 2.3.1. Library Board Meeting - November 16, 2023
 - 2.3.2. Human Rights Commission Meeting - December 12, 2023
- 2.4. Department Reports:
 - 2.4.1. Police Crime Clock - November 2023
- 2.5. Licenses/Permits
 - 2.5.1. Exempt Permit - Raffle - St. Mary's School - April 20, 2024
 - 2.5.2. Amend Exempt Permit - Ducks Unlimited - March 30, 2024
 - 2.5.3. Temporary Liquor Permit - Andrew Lawrence Chili Cook-Off - January 27, 2024
 - 2.5.4. Annual Renewal - Tobacco Licenses (31)
 - 2.5.5. Annual Renewal - Taxi Licenses (2)
 - 2.5.6. Annual Renewal - Garbage & Refuse Haulers Licenses (12)
 - 2.5.7. Event Permit - Corky's Earlybird Softball Tournament - May 3-5, 2024
- 2.6. Miscellaneous
 - 2.6.1. Donation - Corky's Early Bird Softball Tournament 2023
 - 2.6.2. 2023-2024 Sidewalk Snow Removal Agreement - From the Ground Up LLC
 - 2.6.3. Compost Site Agreement - From the Ground Up LLC
 - 2.6.4. Renew Cleaning Service Agreements - Vanguard & Coverall

2.6.5. Stormwater Facility Maintenance Easement - 400 Alexander Drive SW - FoamCraft Packaging

2.6.6. Liability Coverage Waiver - League of Minnesota Cities Insurance Trust (LMCIT)

2.6.7. Adopt Crisis Communication Plan

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 118-23: VAR-13 Duplex Lot Size - 139 Rice St W

3.2.2. Resolution 119-23: VAR-14 Single-Family Converted Duplex Lot Size - 322 Elm Ave S

3.2.3. Resolution 120-23: Authorization to Sponsor Application for Federal Transportation Alternatives Program - East Side Corridor Trail

3.2.4. Resolution 121-23: Agreement to Maintain Facility - East Side Corridor Trail

3.2.5. Resolution 122-23: Decertify TIF 3-6 - Viracon

3.2.6. Resolution 123-23: Final 2024 City Levy and Budget

3.2.7. Resolution 124-23: Housing and Redevelopment Authority (HRA) 2024 Levy and Budget

3.2.8. Resolution 125-23 Authorization of Intent to Provide Full Funding for WWTP Expansion (if needed)

3.3. Miscellaneous

3.3.1. Requests to Defer Special Assessments

3.3.2. Personnel Policy Changes

3.3.3. School Resource Officer Agreement - Independent School District #761

3.3.4. Proposal for Land Surveying & Civil Engineering Services SE Field Pond - Jones Haugh Smith

3.3.5. Annexation Agreement - Owatonna Township

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



CITY OF
OWATONNA

Mayor Kuntz

Owatonna City Council Minutes – Draft Copy
December 5, 2023

On Tuesday, December 5, 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.

Following the Pledge of Allegiance, Council President Schultz welcomed everyone including members of Boy Scout Troop 351 present. Council President Schultz advised Item 2.4.2, an Event Permit for the 2024 Corky's Earlybird Softball Tournament will be tabled to the next meeting. Member Dotson made a motion to approve the agenda with this item removed, 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 21, 2023
- Minutes - HRA Meeting - October 23, 2023
- Minutes - OPU Commission Meeting - October 24, 2023
- Minutes - OPU Commission 2024 Budget Session - November 6, 2023
- Minutes - Human Rights Commission Meeting - November 14, 2023
- Building & Inspections Monthly Report - November 2023
- Exempt Permit - Owatonna Healthy Seniors Program Raffle at OHS - April 13, 2024
- Proposed 2024 Parks and Recreation Fees Manual
- T-Hangar Lease Agreement - Brenden Selk, Farmington, MN

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 \$783,434.52. 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 requested approval of the second/final reading of the proposed ordinance to adjust the sewer rates effective January 1, 2024. The Council approved the first reading during their last meeting on November 21, 2023 and there have been no changes. 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. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion. With a roll call vote, voting aye were members Boeke, Raney, Svenby, Voss, Dotson, Burbank and Schultz. There were no nay votes, the motion carried. This will be known as Ordinance 1659 and will be published for new rates effective January 1, 2024.

Amendment #1 – Professional Services Agreement for Staff Augmentation – Services - WHKS

Public Works Director Murphy requested approval of Amendment #1 to the Professional Services Agreement for Staff Augmentation Services with WHKS & Co. The agreement, dated November 15, 2022, will add for services to 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. Billed hourly per the previously approved schedule. The agreement will not exceed \$50,000 (\$20,000 original contract and \$30,000 amendment) without additional authorization. This amendment for contract services is needed to assist the Engineering Department which is currently understaffed and looking to fill positions of an Assistant City Engineer and an Engineering Technician. Council Member Boeke made a motion for approval, Council Member Svenby seconded the motion, all members voted aye in approval.

Letter of Support – Local Road Improvement Program Funding Application – Steele County

City Administrator Busse requested approval of a Letter of Support for Steele County to develop the East Side Corridor as growth has occurred and traffic patterns have changed. The area between 18th Street SE in the south and County Highway 8/Kenyon Road in the north has roads that were designed for neighborhood use that 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. 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.

The introduction was made of Greg Ilkka, Steele County Engineer who provided a presentation of the proposed project. He encouraged anyone with questions on this project to contact their office to view their presentation at "eastsidecorridor.com". The county is currently in the Capital Program for this project. In 2015, the county created a sales tax for road improvements because there weren't funds available to previously consider this project, now there are. Also, state legislation passed last year allocated funds for the Local Road Improvement Fund which the county is making a grant application for \$1.2 million for this project. They have requested Letters of Support from the City of Owatonna, the Owatonna Chamber of Commerce and Owatonna Public Utilities.

City Administrator commented that the Letter of Support provides the City's support to encourage Steele County to apply for funding through the Minnesota Local Road Improvement Program (LRIP) to help cover the project costs to support Owatonna's continued growth.

Public Works Director Murphy commented all projects must avoid, minimize and mitigate problems when necessary. Council President Schultz commented it is too early to fully discuss all of these issues; the East Side Corridor Study does include an Environmental Study and an Environmental Worksheet Assessment. Engineer Ilkka commented that all state statutes will be followed, the project's impact will be documented and mitigations are dependent on the impact so we can't currently discuss mitigation options. There would be a public comment period and then the County Board of Supervisors would approve or deny request for mitigation requested. Studies have been completed to direct the choice of the route and the purpose and need for the east-side corridor is there.

Council President Schultz requested clarification the Letter of Support is to support the county's application for LRIP Grant funding. Council Member Dotson made a motion for approval, Council Member Raney seconded the motion, all members voted aye in approval.

STAFF COMMENTS

Park & Rec/Facilities Director Tuma commented staff is prepping two temporary ice rinks which should be open within a few weeks. One will be in Bueckler Park and one in the North Country View Addition. If you haven't completed your holiday shopping, consider giving the gift of recreation, we have seasonal passes or gift cards available to purchase.

Public Works Director Murphy confirmed the new roundabout at the intersection of Bixby Road and 18th Street SE opened last week. This was a tough project, there were

some issues in dealing with the railroad. New traffic signs are up and the temporary measures are being removed. There was just a little bit of snow this morning and asking everything to give our street maintenance drivers some space, there are a lot of times when operations are done in reverse as they are cleaning streets, alleyways, and in the parks. Today, some staff members participated in the Dakota Tech College Career Day with Rachel from Human Resources. This provides an opportunity to contact future candidates and to also promote our community as it is a challenging time to find candidates in the engineering field.

PUBLIC COMMENTS

Matt Sennett, 2519 Stoney Creek Drive commented Northview residents are in favor of an east-side corridor but do not support plans for this project to be built on 29th Avenue. They do recommend the use of 34th Avenue SE and hope this recommendation will be followed to provide a safe community-minded community. When the 29th Avenue Project was first proposed in 1995 it may have made sense but not now, some houses rest on a portion of the right of way. 34th Avenue provides a responsible location and makes the least impact on local farmers in this location and will not undo what has been done by current property owners.

Melissa Zimmerman, 2525 Stoney Creek Dr, thanked the council for their questions about the project during tonight's meeting. She provided timeline consideration of an east-side corridor. A 1995 study considered all routes and in a 1999 study, only one route was being considered and mapped but that study was not completed. In 2004, a Joint Power Agreement between the City and County approved a six-month review period and in August, recommendation was made to use 34th Avenue for the beltline. During September 2004, six months after the JPA was approved, the first home was built in this addition. The 2005 Steele County Transportation Plan and the 2006 City Plan do not show this corridor but it is shown on the map in the 2009 plans. In 2011, plans officially adopted an east side beltline; however, the current plan is to construct a corridor and not a beltline. We question is alternative routes have been reviewed; tonight, Engineer Ilkka stated all routes are being looked at but we were previously told the Environmental Assessment Worksheet (EAW) has only one route (29th Avenue) so we are looking forward to seeing all routes included in the EAW.

Steve Glenn 995 Ridge Road commented he knows of five violations occurring during the second season of the City's 2023 Deer Management Program. Use of trail cams and bait at a deer stand was found during walks and reported to the Park and Rec Office. The current program allows amateur hunters in areas with kids present. He recommends segmenting the city to obtain a deer count within each section so permits can be authorized only where needed. Also, consideration to use professional hunters for a few days, as was done in 2012 for two days, would be better than the current process which lasts for eight weeks within the city's parks.

Tyrell Hunter, 2595 Mossy Creek Drive, commented he is concerned about some of the responses made to questions asked during tonight's meeting. When asked if

mitigation will be provided, Engineer Ilkka's response was most likely and should have been yes, we are required to follow state regulations because there is a big difference between these answers.

MAYOR AND COUNCIL COMMENTS:

Council Member Boeke: Last week was DECA Week, Owatonna has a very distinguished DECA program which is known within the state and also nationally known.

Council Member Svenby reminded everyone the Canadian Pacific Holiday Train would be pulling into Owatonna tomorrow at 3:40 pm. The train stops in the Industrial Park near Owatonna Bus. Streets in the area will be blocked, parking is recommended at Lowe's or Walmart for bus shuttles to the site.

Council Member Voss thanked Steele County Engineer Ilkka and Public Works Director Murphy for their work on the new roundabout project. He has a lot of good comments since it has opened and the Deacons of Cornerstone Church were pleased with the positive interaction during this project.

Mayor Kuntz commented that it is very rewarding to see growth within the city. Last year, the valuation of Building Permits issued year-to-date was \$82 million and this year, the year-to-date value is \$108 million. Currently, there are openings on three of the city's boards: EDA; HRA and Park and Rec; if you are interested, please complete the application on the City's website.

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.

City Administrator Busse Comments: Last week several city employees participated in the Lighted Holiday Parade representing our Park & Rec, Public Works, Library, Police and Fire Departments. This is a good example of one of our Core Missions, We are Better Together. Prior to tonight's Council Meeting, the city's annual Truth-n-Taxation Meeting was held for a proposed levy of 8%. The Preliminary Levy approved in September was 9.05%; the Council will take action on the levy at the next Council Meeting on December 19th.

Council President Schultz thanked the Boy Scouts for attending tonight's meeting. Last night, he attended a concert at OHS and listened to the OHS Carolers, the orchestra and choirs. He thanked Mayor Kuntz for presenting former OHS Orchestra Director Arnold Krueger the proclamation for Arnold Krueger Day and a key to the City of Owatonna, it was a great night with many attending this first school concert in the new OHS Auditorium.

Adjournment

At 8:01 p.m., Council Member Raney made a motion to adjourn, Council Member Boeke seconded the motion and with no objection, the meeting ended.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator

Owatonna 2023 Truth-in-Taxation Meeting Minutes

Draft Copy

Council President Schultz called the annual Truth-in-Taxation Meeting to order on Tuesday, December 7, 2023, at 6:00 p.m. in Chambers at the Charles S. Crandall Center. Present were Council Members Boeke, Raney, Voss, Dotson, Svenby, Burbank, and Schultz; Mayor Kuntz; Assistant City Engineer Murphy; Community Development Director Klecker; Parks, Recreation & Facilities Director Tuma; City Attorney Walbran; City Administrator Busse, and Administrative Coordinator Clawson. Finance Director Moen was participating via TEAMS.

Council President Schultz welcomed everyone and explained this meeting is to hear comments about the proposed 2024 City Budget and levies. He advised questions regarding proposed property tax statements, property valuations, and property tax relief options should be directed to the Steele County Assessor's Office. City Administrator Busse thanked everyone for attending and commented Finance Director Moen is participating remotely. She began a power point presentation displaying the meeting's agenda to include Understanding Property Tax System; Foundation for Budget; Tax Levy and Budget Highlights; Impact to Property Owners and Final Steps.

In November, all property owners received a statement showing preliminary taxes for next year from the County Treasurer's Office. Proposed property taxes are calculated based on the preliminary tax levies adopted by each governing body (County, City, and School District) in September. The final levy may be less than the proposed but cannot be more. Each year, during their Strategic Planning Session, the Council determines the City's priorities and goals. Staff then prepares a budget that aligns with those priorities. They have four Key Focus Areas: Economic Vitality, Infrastructure, Quality of Life and Efficient Effective Government.

The City's Proposed 2024 Budget is \$18,214,033, 8% (\$1,349,236) more than the current 2023 Budget. When the budget process began, the initial Proposed Budget and Levy amount were higher. Staff and management worked hard to decrease to the current request. Three main reasons for this increase include:

- Advancing satisfactorily performing employees on their pay scales in order to attract and retain a high performing workforce .
- Ensuring staffing levels align with growth – added an Equipment Maintenance Technician, Licensed Police Officer, Assistant City Administrator and a Technology Specialist
- Increased costs for supplies/materials (bituminous, concrete, road oils, chloride, chemicals, fuel, etc.)

Main components of the 2024 General Fund Expenditures are: Personnel Costs = 69%; Other Services and Charges = 20%; Supplies = 10% Supplies and Transfers = 1%.

Costs to maintain and enhance City services are:

\$9.5 million: Public Safety (Police, Fire & Building Inspections)
\$5.37million: Public Works (Engineering, Streets, Airport)
\$4.5 million: Parks & Recreation
\$1.3 million: Library
\$0.5 million: Housing & Economic Development

Main components of the 2024 General Fund Revenues include: Tax Levy = 55%; LGA = 22%; Charges for Services = 11%; Licenses & Permits, Other Intergovernmental = 6%; Licenses and Permits = 2%; Other taxes, Fines & Forfeits; Interest on Investments and Miscellaneous = 4%

Every tax levy dollar is spent on:

- \$0.792 – General Government
- \$0.064 – Pay-as-you-Go Capital Projects
- \$0.122 - Bonded Debt
- \$0.011 - Economic Development
- \$0.011 - Housing & Redevelopment

Capital Levy increase request for

- Building Maintenance projects (hangar roof, tuckpointing, ventilation, etc.)
- Brooktree Clubhouse improvement, backup generator, outdoor sports court resurfacing, pavement rehab/replacement – parks
- Merrill Hall improvements
- Law Enforcement Center

The tax rate is calculated by dividing the tax revenue amount needed by the tax capacity. Tax Capacity increased this year, the levy percentage compared to tax capacity has remained consistent. Components of tax capacity changes include new construction, existing homes and business, changes in valuations. City taxes paid on residential property would slightly increase this year based on the higher tax rate but new Market Value Exclusion Limits become effective in 2024 and most residential properties will benefit from this change.

Minnesota Statue requires Council holds a meeting for public comments about the proposed annual budget between November 25th and December 28th. The council will hear comments tonight on the City's Proposed Budget and Levies and then consider the Final 2024 Budget during their meeting in two weeks on December 19, 2023.

Council President Schultz thanked Finance Director Moen and City Administrator for their presentation and all the information. At 6:18 p.m., he opened the meeting for public comments.

Gayle Jorgensen, 249 E Main Street, commented she will contact the County regarding her proposed property valuation. She believes her property value is low because of her neighbor's actions to which she has filed nuisance complaints but hasn't seen any changes. An above ground pool collapsed spilling a large amount of water impacting her soil and devaluing her property. City employees should enforce Code restrictions so other properties are not damaged. Her neighbor also throws garbage and land waste on her property. City Staff viewed their properties and advised this was a dispute between neighbors. City Administrator Busse requested her name and phone number for future contact.

Jane Hogan, 233 E McKinley Street commented she also filed a nuisance complaint about a neighboring property and hopes her complaint will be reviewed.

Tyrel Hunter, 2595 Mossy Creek Drive commented he noticed an agenda item on tonight's Council Meeting to authorize a Letter of Support for use of 29th Avenue as the City's East Side Corridor. The City has allowed use of one-third of the right of way shown in the proposed 1990

project plan for the east side corridor; now the City plans to commit to supporting this project but has not committed to any mitigation for the property owners. City Administrator Busse commented that this meeting is to hear comments on the proposed 2024 Budget and not the east side corridor project; it is too early in the project proposal for discussion about mitigation and alignment of the road. Mr. Hunter questioned the line item in the 2024 Proposed Budget to develop a 29th Avenue Plan. Public Works Director Murphy explained this is shown as a goal in the City's Strategic Plan and is not included in the 2024 Proposed Budget. City Administrator Busse added 2026 would be earliest for construction of this project.

Tom Eichten, 645 18th St NE commented his property valuation went up 6% but his proposed taxes went up 8.6%. While listening to tonight's TNT Presentation, he heard the city's tax portion for 2024 would be less. City Administrator Busse commented that the projected tax statements were prepared and sent using the City's Preliminary Levy amount of 9.05%. The amount being proposed for approval is now lower at 8.0%; if there was no property valuation adjustment, next year's amount for city taxes would be lower than the current year amount.

Matt Sennett, 2519 Mossy Creek Drive, said he would like to follow-up on Mrs. Otto's question about the goal shown in the City Strategic Plan referencing 29th Avenue as the City's East-Side Corridor and asked if it been determined that is where this project is going to be? Public Works Director Murphy explained a project is projected several years in advance; this is now a project but the alignment has not been finalized. The finance structure for the east-side corridor project has not been set; individual projects are not listed separately in the levy but included in the Operating Levy.

Tom Eichten, 645 18th St NE asked what the 2024 Proposed Budget amount is and what each portion of his proposed tax statement is for each City, County and School taxes. City Administrator Bussed replied the Proposed 2024 Budget amount is \$18,214,033. Fnanace Director Moen commented we do not know the values of each portion for 2024; the 2023 portions are: City 41%; County 36% and School 21%. City Administrator Busse commented there is an interactive document on the City's website for the 2024 Proposed Budget. Finance Director Moen also commented tonight's TNT Presentation will also be added to the website for reference.

With no additional comments heard, Council President Schultz thanked everyone for attending. He commented Council appreciates the comments heard for consideration prior to voting on the proposed budget at the next Council Meeting. At 6:38 pm, Schultz called for a short recess prior to the Council Meeting to begin at 7:00 pm.

Respectfully Submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
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Board Commisison

Unapproved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Thursday, November 16, 2023-4:30p.m.

The Owatonna Public Library Board of Trustees held the monthly meeting on Thursday, November 16, 2023. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were President Trudy Severson, Vice President Amy Tapp Trustee Karen Malin and Library Director Mark Blando. Absent were Trustee Quinn Meyer and Trustee Julianna Skulzacek

1. Call to Order

The meeting was called to order by President Severson at 4:30pm.

2. Reminder of Open Meeting Law

The open meeting law applies to board meetings.

3. Public Comments

No Public Comments

4. Approve Minutes

Malin moved and Tapp seconded to approve the minutes of the October 2023 meeting. All aye and the motion approved.

5. Children's Services Report October 2023

See attached

6. Financial Report

Blando reported that the budget is on track for this month We will see a change in part time wages with the hiring of the two new Library Assistants. Librarians have been given a timeframe to stop ordering materials to make sure items get invoiced this budget year.

7. Library Use Report

Physical Materials circulation, New Borrowers, ILL, Visits
October at BPBL and OPL

CKI & CKO - physical items				Oct-23	CKI & CKO - physical items				Oct-22
bp	Checkin	Normal CKI		1,083	bp	Checkin	Normal CKI		1,219
bp	Checkin	Late Checkin		348	bp	Checkin	Late Checkin		268
		BP TOTAL CKI		1,431			BP TOTAL CKI		1,487
bp	Checkout	First Time CKO		1,086	bp	Checkout	First Time CKO		1,119
bp	Checkout	Phone Renewal		123	bp	Checkout	Phone Renewal		94
bp	Checkout	Other Renewal		33	bp	Checkout	Other Renewal		44
bp	Checkout	Opac Renewal		152	bp	Checkout	Opac Renewal		213
bp		BP TOTAL CKO		1,394	bp		BP TOTAL CKO		1,470
CKI & CKO - physical items				Oct-23	CKI & CKO - physical items				Oct-22
owat	Checkin	Normal CKI		9,773	owat	Checkin	Normal CKI		9,597
owat	Checkin	Late Checkin		2,219	owat	Checkin	Late Checkin		2,133
		OPL TOTAL CKI		11,992			OPL TOTAL CKI		11,730
owat	Checkout	First Time CKO		9,754	owat	Checkout	First Time CKO		10,236
owat	Checkout	Phone Renewal		255	owat	Checkout	Phone Renewal		240
owat	Checkout	Other Renewal		422	owat	Checkout	Other Renewal		297
owat	Checkout	Opac Renewal		980	owat	Checkout	Opac Renewal		844
owat		OPL TOTAL CKO		11,411	owat		OPL TOTAL CKO		11,617

New Borrowers Oct 2023		Library Visits Oct 2023	
bp	4	bp	710
owat	87	owat	6,499

ILL/Loaned Oct 2023		ILL/Borrowed Oct 2023		ILL/Loaned Oct 2022		ILL/Borrowed Oct 2022	
bp	461	bp	239	bp	450	bp	219
owat	1,291	owat	1,030	owat	1,153	owat	1,067

8. Upcoming Programs

We have made a concerted effort to increase our programming over the next few months. The library will be hosting a Christmas Movie Trivia contest on Monday, December 18th. There will be hot chocolate served and ugly sweaters are encouraged. Over Christmas break we will have a Nintendo Switch party for kids and teens. In January we are looking to put on a jigsaw puzzle contest. And in February we are excited to be hosting St. Olaf Professor Joseph Mbele and his presentation on cultures.

9. SELCO Update

SELCO is working to streamline several of the settings in Horizon across all libraries. This will make things like check out periods more consistent.

10. Library Updates

The library has hired two 28-hour Library Assistants. Sid Conway and Katie Ritter started on November 14 and have been busy getting up to speed in working both Adult and Children's services.

The City Council have officially relocated to their new chambers on the West Hills campus. The Crandall Center looks great and is a great addition to our city facilities.

The City of Owatonna and other community entities have unveiled their new brand. This includes a new city logo and color schemes. All departments will transition to the new brand over the next few months.

Librarian Cassie Gilgenbach has received a SELCO grant to help make our library more inclusive to people with disabilities and autism.

11. Renovation Updates

Nothing to report

Adjourn

A motion to adjourn was made by Tapp and seconded by Malin. All aye. The meeting adjourned at 5:25 pm.

The next board meeting will be Thursday, December 21 at 4:30pm.

Respectfully submitted by Mark Blando

Children's Services October 2023

Storytime continued throughout the month, Tuesday mornings at 9:30 and 10:30 AM. The ten Storytimes, in October, were attended by 192 children and adults.

In partnership with the Owatonna Police Department, "Coptober" was held at the library the morning of Thursday, October 19. The event is an opportunity for families to learn what it takes to become a police officer and how to keep children safe. Outside the library, Officers provided drone demonstrations, squad and SWAT truck tours, K9 visits and various handouts. In the library, Storytime was held along with fingerprinting, a dress-up/photo station and a sensory bin with beans and police cars. From 9:00 AM to 12:00 PM, 137 children and adults took part in "Coptober".



Darla Lager
November 16, 2023

Owatonna Human Rights Commission
Minutes – Draft Copy

The Owatonna Human Rights Commission (OHRC) met on Tuesday, December 12, in the Meeting Room of the Charles S. Crandall Center. Chairman Commissioner Cords called the meeting to order at 5:30 p.m. and Commissioner Vanoosbree took roll call with Commissioners Cords, Leon, Gunderson, Esquivel, and Vanoosbree, City Administrator Busse and Administrative Coordinator Clawson present. Commissioners Emanuelson was participating via phone and Commissioner Ismael was unable to attend.

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

After reviewing the Minutes of the OHRC Meeting held on November 14, 2023, Commissioner Leon requested a spelling correction and then made a motion for approval; Gunderson seconded the motion; all members present voted aye in approval. Commissioner Emanuelson joined the meeting in person.

COMMISSIONER COMMENTS – DISCUSSION

2024 MLK Jr. Day Event

Commissioner Vanoosbree commented Seema Pothini, Founder and Lead Facilitator at Humanize my Hoodie is preparing to speak during the event. Commissioner Vanoosbree will ask her to complete the City's Consent Authorization form for publicity purposes. Commissioner Vanoosbree will arrange a phone session to discuss the presentation details and advise OHRC Members so they may also participate in this planning call.

Commissioner Cords commented there is a fee to register an event with Eventbrite. The cost to register an event with up to 100 participants is \$9.99 and an event with up to 250 participants costs \$24.99. Commissioner Leon commented that this event has historically had 75-80 attendees and hopes there will be just over 100 attending this year. Commissioner Leon made a motion to authorize to register a one-time event with Eventbrite for up to 100 participant registrations. Commissioner Gunderson seconded the motion and all members voted aye in approval.

Commissioners Gunderson and Cords commented they met with Jennifer Thiele, Executive Director at the Steele County History Center to review the venue and discuss technology availability and accessibility. They will ask speaker Pothini if she will need use of a projector or screen during her 90-minute presentation which includes time for questions and answers. They will follow up with Riverland Community College about co-sponsoring the 2024 event and will contact local radio and television for publicity options.

Commissioner Cords spoke with Jose at Plaza Morena to verify what items he will provide. Items provided for the meal do not include drinks or a dessert item. Commissioner Leon made a motion authorizing expenditure not to exceed \$100 for water and cookies, Commissioner Vanoosbree seconded the motion, all members present voted aye in approval.

Administrative Coordinator Clawson will order OHRC Members nametags with the City's new logo and prepare event flyers. Commissioner Cords requested review of the OHRC e-mail address for use to register with Eventbrite and also prepare a QR Code for the event flyer. Articles are planned in the January OPU Newsletter, the city's Owatonna Update; a news release, a newsflash on the city's website, a slide on the PEG channels and Facebook posts. Commissioner Vanoosbree will contact OHS regarding use of PeachJar.

ADJOURNMENT

At 6:08 p.m., Commissioner Leon made a motion to adjourn, Commissioner Gunderson seconded the motion, and the meeting was adjourned. The next meeting will be held on Tuesday, January 9, 2024, at 5:30 p.m. in the Meeting Room of the Charles S. Crandall Center.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator

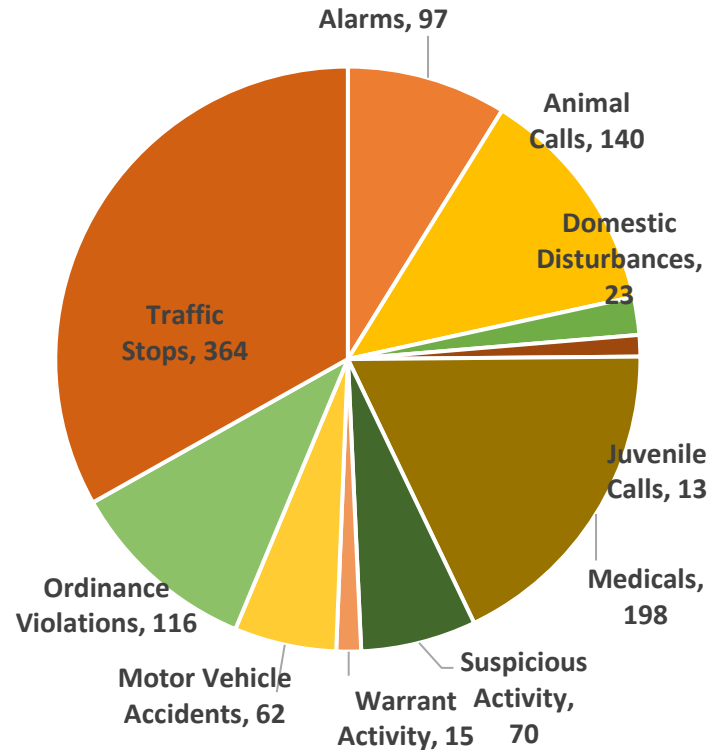
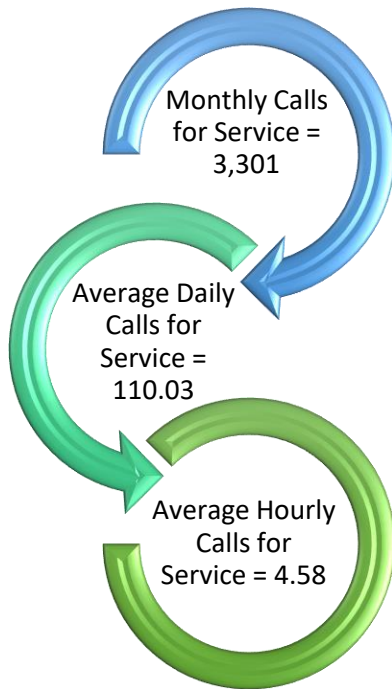


CITY OF
OWATONNA

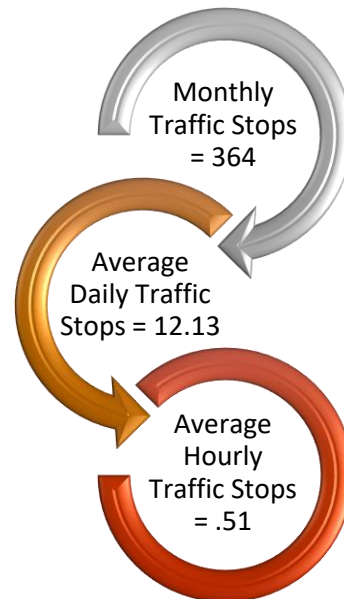
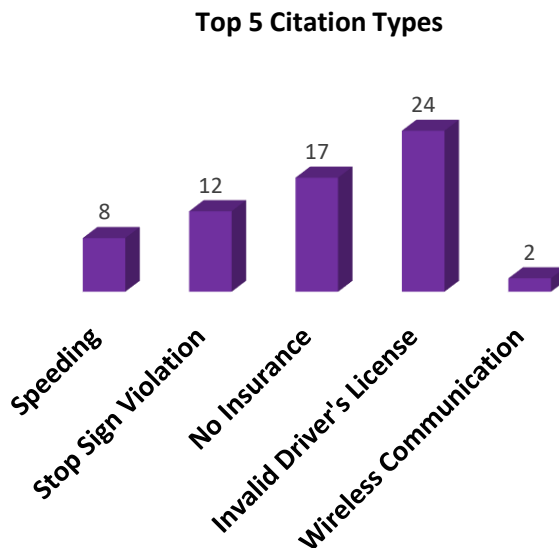
Department Reports

OWATONNA POLICE DEPARTMENT

November 2023



In the month of November 2023, the Owatonna Police Department answered 3,301 calls for service, including 364 traffic stops, 97 alarms, 23 domestic disturbances, 140 animal calls, 13 juvenile calls, 198 medical calls, 70 suspicious activity calls, 15 warrants, 116 ordinance violations, and 62 motor vehicle accidents.



The Owatonna Police Department issued a total of 93 citations and 284 warnings in November. The top 5 citation types include speeding, stop sign violation, no insurance, invalid driver's license, and wireless communication violation.



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: Church of St. Joseph

Previous Gambling Permit Number: X- 74004-22-021

Minnesota Tax ID

Federal Employer ID

Number, if any: _____

Number (FEIN), if any: 41-0856395

Mailing Address: 512 South Elm Street

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

Name of Chief Executive Officer (CEO): Rev. James Starasinich

CEO Daytime Phone: 507-451-4845 CEO Email: pastor@stjosephowatonna.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): St. Mary's School - Owatonna

Physical Address (do not use P.O. box): 730 South Cedar Avenue

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 20, 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.

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: City of Owatonna

Signature of City Personnel:

Kris M Busse

Title: City Administrator Date: 12-6-23

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: James T. Starasich Date: 6 DECEMBER 2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. James Starasich

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Amend Exempt Permit - Ducks Unlimited - March 30, 2024

Purpose:

Request Council approval of a change in the Exempt Permit for Duck's Unlimited raffle next spring.

Background:

During the November 19, 2023 City Council Meeting, Consent Agenda Item: #2.3.2 Exempt Permit - Ducks Unlimited Steele County - Raffle at Owatonna Eagles - April 6, 2024, was approved. After receiving the permit from the MN Gambling Control Board, Ducks Unlimited was advised of a scheduling conflict at the venue, the Owatonna Eagles. They are changing the event date to Saturday, March 30, 2024 and the Gambling Control Office asked to submit a statement amending the current permit and not submit a new permit application.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval of this amendment changing the date of their event.

Attachments:

1. Amend Exempt Permit - Raffle



DUCKS UNLIMITED
STEELE COUNTY CHAPTER
PO BOX 226
OWATONNA, MN 55060

December 10, 2023

TO: Rochelle Poehler
Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

SUBJECT: Date Change for 2024 Ducks Unlimited Steele County Chapter 5 Gun Bingo Event

We recently received our gambling permit #X-74003-24-028 from you for our upcoming Gun Bingo Event scheduled for 4/6/2024 at the Owatonna Eagles Club, Eagles Aerie 1791, in Owatonna, MN.

Right after we submitted the gambling permit application to you, we were contacted by the Owatonna Eagles Club that they had a scheduling goof-up for their facility. The Eagles Club had a different 4-day event planned that staff entered in the books for the first weekend in May, 2024. The event should have been entered for the first weekend in April, 2024, bumping our original planned date for our Gun Bingo event.

We have locked in the prior Saturday, 3/30/2024, (Easter Saturday) for our event.

Rochelle, you advised me that you need the following information re-submitted in order to change the date for our Gun Bingo Event at the Owatonna Eagles Club.

Reason for Change of Date: Owatonna Eagle's Club scheduling error (details above)

Organization's name, exempt permit number: Ducks Unlimited Steele County Chapter 5,
X-74003-24-028

New event date (same location): Saturday, 3/30/2024

Signature & date of organization's CEO:

Robert Z. Hoer 12/10/2023

Signature & date of local unit of government, Owatonna, MN:

Please give me a call if you would like to discuss this at the phone number listed below!

Thanks again for your help!

Robert Z. Hoer

Bob Hoer
Steele County Chapter of Ducks Unlimited
PO Box 226
Owatonna, MN 55060
507-456-5046 (Cell)



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
Knights of Columbus		January 1, 1904		960494	
Organization Address (No PO Boxes)		City	State	Zip Code	
820 S Elm		Owatonna	Minnesota	55060	
Name of person making application		Business phone		Home phone	
Mark Cunningham		507-451-6103		507-455-1341	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
Saturday, January 27, 2024		☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Dustin Reese		Owatonna	Minnesota	55060	
Organization officer's name		City	State	Zip Code	
David Lax		Owatonna	Minnesota	55060	
Organization officer's name		City	State	Zip Code	
Joel Elbert		Owatonna	Minnesota	55060	

Location where permit will be used. If an outdoor area, describe.

License is for the annual Andrew Lawrence Chilli Cook-Off held at the Owatonna Armory, 2323 W Bridge Street

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
n/a

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Club carries full coverage with Insurance Advisors.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Owatonna		Date Approved	
City or County approving the license		January 27, 2024	
\$50.00		Permit Date	
Fee Amount		jeanette.clawson@owatonna.gov	
Event in conjunction with a community festival ☐ Yes ☒ No		City or County E-mail Address	
27,544 - April 1, 2022 Estimate - MN State Demographer			
Current population of city			

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.**

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Annual Renewal - Tobacco Licenses (31)

Purpose:

Council approval to renew annual tobacco licenses which expire December 31st each year.

Background:

The City Code requires that all persons wanting to sell or offer to sell any tobacco, tobacco products, or tobacco-related device must first obtain a license from the City. There are currently thirty-one license holders within the City and all have requested renewal.

<u>NAME OF BUSINESS</u>	<u>LOCAL ADDRESS</u>
CASEY'S GENERAL STORE #2194	475 18th St
CASEY'S GENERAL STORE #2418	590 State Avenue
CASH WISE #3014	495 W North Street
CASH WISE LIQUOR #7037	495 W North Street
DOLLAR GENERAL 21536	205 N Oak Avenue
FAREWAY STORES INC #139	831 S Oak Avenue
FAREWAY SPIRITS AND MORE #139	831 S Oak Avenue
FIRE HOUSE LIQUOR	120 26th St NW
FLEET FARM FUEL	2121 W Bridge St
HOLIDAY STATIONSTORE #2746373	695 W Bridge Street
HOLIDAY STATIONSTORE #2746519	330 W North St
HY-VEE	1620 S Cedar Avenue
HY-VEE GAS #5511	1720 S Cedar Avenue
HY-VEE WINE & SPIRITS	1620 S Cedar Avenue
J&B LIQUOR INC.	202 S Oak Street

KWIK TRIP #237	135 Landmark Drive
KWIK TRIP #403	2270 46th Street NW
KWIK TRIP #435	1075 West Frontage Rd
KWIK TRIP #641	1220 S Oak Avenue
KWIK TRIP #806	320 Mineral Springs
KWIK TRIP #1088	410 Hoffman Drive
KWIK SPIRITS #1088	410 Hoffman Drive
LION'S DEN ADULT BOUTIQUE	1178 W Frontage Rd
MEDFORD TOBACCO PLUS, INC	2350 43rd St NW #101
OT SMOKE SHOP PLUS	1100 Frontage Rd, Ste 110
OWATONNA FUEL & Food	401 N Cedar Avenue
OWATONNA SMOKE SHOP	641 W Bridge St
REGGIE'S BREWHOUSE	218 N Cedar Avenue
SMOKE N VAPE INC	1407 S Oak Avenue
WALGREENS #9095	125 18th Street SE
WALMART #982	1130 West Frontage Road

Budget Impact:

The City's annual fee for a Tobacco License is \$150.00; \$150.00 x 31 = \$4,650.00.

Staff Recommendation:

Staff recommends renewal of these tobacco licenses.

Attachments:

None



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Annual Renewal - Taxi Licenses (2)

Purpose:

Council to approve renewal of the annual Taxi Licenses.

Background:

City Code requires persons wanting to carry or transport any person for hire by means of any automobile or taxicab within the corporate limits of this municipality to obtain a license to do so.

Applications received from:

Business Name	Address	City/State	# of Taxi
Access on Time Companies Inc. dba First Choice Shuttle	1333 S Trail Drive, PO Box 6	Faribault	1
Straight River Taxi LLC	770 25th St NE	Owatonna	4

Insurance information, Vehicle Inspection Reports, and a statement of rate fees are received during the licensing process.

Budget Impact:

The city's annual Taxi License Fee is \$75.00 per vehicle; 5 X \$75.00 = \$375.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Annual Renewal - Garbage & Refuse Haulers Licenses (12)

Purpose:

Council to approve renewal of Annual Garbage and Refuse Hauling Licenses.

Background:

The City Code requires a person wanting to collect or haul garbage or other refuse for hire within this municipality or hold themselves out as engaged in collecting, hauling, or disposing of garbage or other refuse must obtain a license from the Council. This license is an annual license that expires on December 31st of each year and is not transferable.

The vendor list attached shows the number of vehicle permits each company has requested. Twelve vendors have requested renewal of their permits; Selet Milling, LLC from Claremont, did not. The total number of vehicle permits requested for 2024 is 57 and this past year, there were 52 vehicles permitted.

Budget Impact:

The city's annual fee is \$75.00 per vehicle, \$4,275. (57 x \$75)

Staff Recommendation:

Staff recommends renewal.

Attachments:

1. 2024 Garbage Hauler - Vendor List

Business	CityState	Number of vehicles
GreenRU LLC	Blairsburg IA	1
Thompson Sanitation Inc	Clarks Grove MN	5
LJP Waste Solutions	North Mankato MN	7
Skjeveland Enterprises	Owatonna MN	8
Stewart Companies, Inc. Dbas Stewart Sanitation	Owatonna MN	12
Waste Management of Southern MN	Clarks Grove MN	9
Veit Disposal Systems	Rogers MN	3
Kruckeberg Fleet Services	Blooming Prairie MN	2
West Central Sanitation Inc	Willmar MN	2
Archambault Brothers Disposal	Faribault MN	3
Junk Truck MN	Dundas MN	2
Bin Pro Dumpster Rental	Janesville MN	3
	Total # Vehicle Permits	57

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

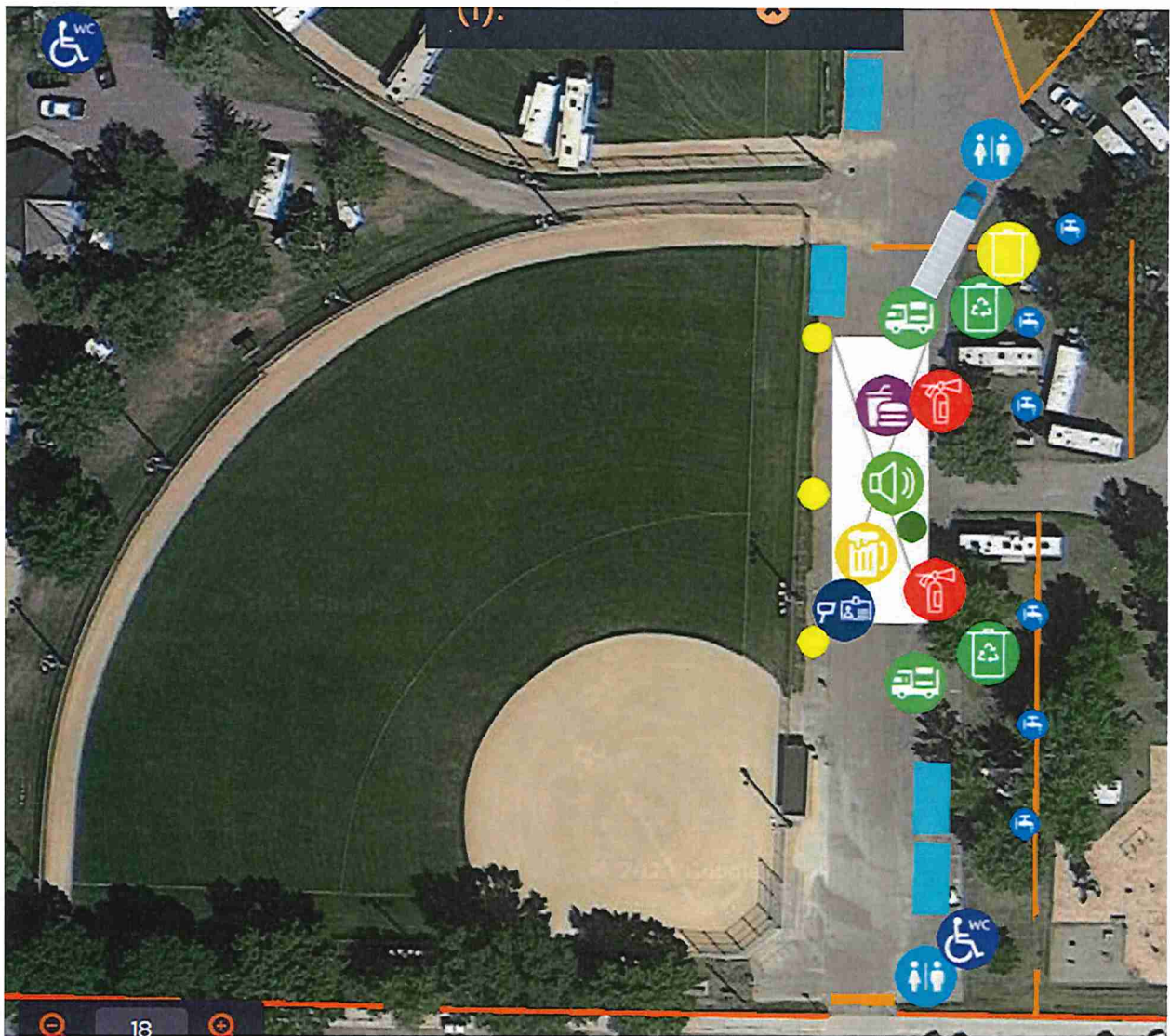
🏠 Items Needed

Attachments

Site Plan



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





CITY OF
OWATONNA

Miscellaneous



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Donation - Corky's Early Bird Softball Tournament 2023

Purpose:

Accept donation

Background:

The softball tournament has donated to the youth scholarship fund in the past.

Budget Impact:

This year's donation would be added to the existing account for future softball field improvements or projects to enhance the softball experience for future years in Owatonna.

Staff Recommendation:

Staff recommends accepting the donation of \$18,000 to the existing fund.

Attachments:

1. 2023 Donation Letter

DATE: 12/12/23
TO: Jenna Tuma, Senior Director, Owatonna Parks and Recreation
FROM: Loren Dietz, Tournament Director, Corky's Early Bird
SUBJECT: Owatonna Park and Recreation donation

PURPOSE: Enclosed is a \$18,400 donation from Corky's Early Bird Tournament, Inc. to be added to the existing account for future softball field improvements or projects to enhance the softball experience for future years in Owatonna.

Best Regards,

Loren Dietz - President

Corky's Early Bird Softball Tournament Inc.

corkysearlybirdsoftbal@gmail.com

507-456-2618



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 2023-2024 Sidewalk Snow Removal Agreement - From the Ground Up LLC

Purpose:

Requesting City Council approval of the 2023-2024 Sidewalk Snow Removal Agreement with From the Ground Up, LLC.

Background:

According to City Ordinance 94.005, property owners in the City of Owatonna are responsible for removing snow and ice from sidewalks surrounding their property. Any accumulated snow and ice must be removed from all city sidewalks within 24 hours from the time the snow ceases to accumulate on the sidewalk. Property owners who do not follow this ordinance will receive a written notice requiring that they remove the snow within the next 24 hours. If snow is not removed within the posted 24-hour notice, the City Engineer may have the snow removed. All related costs and an administrative citation will be billed to the property owner for the removal of the snow.

To ensure fair and consistent pricing is maintained throughout the season, a Request for Proposals was posted on ProcureNow from October 19, 2023, to November 3, 2023. One proposal was submitted by From the Ground Up, LLC of Owatonna. From the Ground Up, LLC's submitted proposal satisfies the criteria outlined in the Request for Proposals.

Budget Impact:

Costs incurred are billed to the property owners. Unpaid invoices are subject to collection through the assessment process.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2023-2024 Sidewalk Snow Removal RFP
2. 2023-2024 Sidewalk Snow Removal Pricing/Proposal Document - FTGU
3. Sidewalk Snow Removal Violation Notice - Draft

REQUEST FOR PROPOSAL

2022-RFP-018

2023-2024 WINTER SEASON SIDEWALK SNOW REMOVAL



540 West Hills Circle

Owatonna, MN 55060

RELEASE DATE: October 19, 2023

RESPONSE DEADLINE: November 3, 2023, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/owatonna>

City of Owatonna
REQUEST FOR PROPOSAL
2023-2024 Winter Season Sidewalk Snow Removal

I. Notice
II. Introduction.....
III. Prerequisites.....
IV. Scope of Work
V. Company Submissions
VI. Pricing Proposal
VII. Submission Instructions And Inquiries
VIII. Evaluation Phases
IX. Resulting Contract
X. Terms And Conditions.....

1. Notice

Dear Proposers:

The City of Owatonna (hereinafter referred to as “City”) is requesting proposals from a qualified entity or individual (hereinafter referred to as “Company”), to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN: that price and document submittals must be submitted via the City's electronic bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the Company to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit the City's electronic bidding system: <https://secure.procurenow.com/portal/owatonna>. If you are not currently registered with the City through OpenGov Procurement (hereinafter referred to as the “Software Administrator”, please create an account and subscribe to the City for notifications. Proposals may only be submitted by companies who are "Following" this project (as a prospective proposer) on the City's electronic bidding system for each project that they wish to submit a response to. Companies must also check the website periodically for addenda information as failure to acknowledge any and all addenda in the submittal will result in Company disqualification. Companies listed on the Followers list will receive email alerts if an addendum or notice is issued by the City regarding this project.

RESPONSIVE PROPOSALS: Once listed on the Followers list, companies may begin drafting their response in the City's electronic bidding system. The City will not accept proposals submitted by companies who are not on the Followers list, or from companies attempting to submit a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

2. Introduction

2.1. Summary

The City is seeking a qualified entity or individual (“Company”) to provide the services listed in the Scope of Work.

The City anticipates selecting one Company to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2.2. Contact Information

Sean Murphy

Assistant City Engineer

540 West Hills Circle

Owatonna, MN 55060

Email: sean.murphy@ci.owatonna.mn.us

Phone: [\(507\) 774-7306](tel:(507)774-7306)

Department:

Public Works

Department Head:

Sean Murphy

City Engineer/Public Works Director

2.3. Timeline

This RFP will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

RFP Release Date	October 19, 2023
Proposal Submission Deadline	November 3, 2023, 4:00pm

3. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

3.1. Years of experience

Have experience years under a legally registered business name in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

3.2. Vendor Registration

Have created an account on the City's electronic bidding system. Companies can register at:
<https://secure.procurenow.com/portal/owatonna>

Once registered, Companies may view and click "Follow" to be a prospective proposer for this solicitation and will appear on the Follower's list. Companies that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the City's electronic bidding system, and therefore will be unable to participate or be considered for this RFP.

3.3. Pre-Proposal Meeting

There is not a pre-proposal meeting for this project.

4. Scope of Work

4.1. Scope of Work

The City of Owatonna Public Works Department is seeking proposals for professional services from qualified, insured contractors to complete on-call maintenance activities for snow and ice removal on sidewalks in the City of Owatonna. Sidewalks may be located in residential, commercial and industrial areas of town. The proposed contract duration will be one (1) winter season beginning November 8, 2023. The scope of services that is anticipated to be completed under this contract includes the tasks described within this Request for Proposal.

4.2. Primary Task

a. On-Call Snow and Ice Removal on Sidewalks: To be completed at a frequency and extent of on-call services in response to inspections completed by Public Works Staff. Services requested typically will not exceed twenty (20) separate parcels in a single 24-hour period. The extent of snow and ice removal will vary. The expectation is to clear sidewalks so that they are passable to pedestrians and to those with disabilities (wheelchairs, motorized scooters, etc.). The contractor is not to perform additional work or services without documented approval from Public Works Staff (ex. Return trips). Snow clearing may require the use of motorized and non-motorized equipment: snow blowers, shovels, ice chippers, sand and other methods as needed. The use of salt is permitted but must follow Smart Salt Guidelines. City Staff will provide the contractor with a list of addresses to be cleared on weekdays by 12:00 pm.

b. Expectations: The contractor shall respond to service calls within 24-hours and should immediately contact Public Works Staff if questions, concerns, or problems arise. It is the contractor's responsibility to ensure its staff is sufficiently trained to provide consistent and professional services. Snow and ice removed from sidewalk are to be placed in the abutting property owner's front yard or boulevard. Snow from sidewalks is not to be deposited onto city streets. The contractor must communicate with property owners or residents in a respectful and professional manner. The contractor should direct property owners to contact the Public Works Department should questions or concerns from the property owner arise over the clearing. Public Works Staff may conduct periodic inspections to verify that work is completed in a satisfactory and timely manner.

c. Salt Smart Requirement: Per the City's MPCA MS4 Permit, each member of the contracted winter maintenance crew is required to be Smart Salt Certified and receive an annual refresher training. This certification is available through the MPCA, Smart Salt training | Minnesota Pollution Control Agency (state.mn.us) at no cost, Certifications must be obtained, and proof of certification provided to the city prior to November 1, 2023. Failure to obtain Smart Salt Certification will result in disqualification.

d. Photographs: The contractor must take digital, time-stamped photographs of the entire snow and ice removal job site before starting work and after completion of work. The contractor must upload the photos to Owatonna's Citizen's Services portal, training and support for this system will be available through a city staff member. For each parcel to which the contractor is mobilized, they shall take a minimum of six (6) digital, time-stamped photos documenting before and after conditions of the sidewalk facilities the parcel is responsible for. Contractor shall take a minimum of three (3) photos before start of work: one (1) photo documenting the house number with the sidewalk in the photo; one (1) photo from one end of the work; and one (1) photo taken from the opposite end of the work.

Contractor shall take a minimum of three (3) photos after completion of work: one (1) photo documenting the house number with the sidewalk in the photo; one (1) photo from one end of the work; and one (1) photo taken from the opposite end of the work. Photos shall be uploaded to Owatonna's Citizen's Service Portal to the corresponding record number. Images must be uploaded within 48 hours of completing the work. The cost of this procedure shall be considered part of the mobilization cost. These photos are imperative as they will be used as evidence in the event of an appeal.

e. Invoicing: Invoices must be received within 5 days of completed service following the completion of service. The invoice must include the following information:

- i. Address of site
- ii. Date work performed
- iii. Amount of work completed (linear feet or another unit)
- iv. Invoices received that do not have required information are subject to non-payment.

4.3. Potential for Equipment and Property Damages

a. Contractors will not be compensated for damages to their equipment and must be accountable for any damage to private property items located outside of the right of way.

b. Equipment used for snow and ice removal must be equipped so that it does not cause damage to property including but not limited to turf grass under the snow, sidewalk and driveway concrete, and landscaping.

4.4. Cost Proposals

a. Interested contractors are asked to include their cost proposals for a one-year contract. [This Proposal identifies:](#)

i. The cost per mobilization for on-call services based upon a 24-hour response time from call to arrival on-site. Mobilization includes photograph documentation and uploading as outlined in the Primary Task section.

ii. Removal costs for sidewalk based upon per linear foot of sidewalk.

iii. Costs for salting and/or sanding shall be based upon per linear foot of treatment.

b. All unit rates and linear feet shall include all contractor's cost of labor, equipment, insurance and consumable supplies.

4.5. Submittals

a. Submittals will be solely accepted through the City of Owatonna's Procure Now software. Staff will be available to assist with questions or issues regarding the software.

b. In addition to submittal of the completed cost proposal forms described above, each contractor must also submit the following:

i. Certificate of Insurance: All proposals shall be accompanied by a Certificate of Liability Insurance that shows the contractor holds insurance in the minimum required limits. (See section 6)

ii. Equipment List: The proposer must submit with the Proposal a list of the equipment it intends to use

in the execution of all aspects of this contract.

iii. Staff Capacity: The proposer must include in the proposal the names of Project Manager and staff it intends to use in the execution of this contract. An emergency contact must be listed. All staff that will be performing work under this contract must be Smart Salt Certified. Verification of Smart Salt Certification must be provided prior to final approval of the contract.

iv. References: The proposer will submit three (3) professional references that can attest to the contractor's ability to satisfactorily complete work of a similar scope. This must include: 1. Name of the reference 2. References and phone number and email addresses 3. Description of the scope of work or projects completed for that reference

4.6. Contract Award

a. Contractor selection will be based upon the following elements:

i. Reasonable cost (scored on a weighted basis)

i. Mobilization

ii. Sidewalk clearing per linear foot

iii. Pedestrian Ramp

iv. Sand/Salt use per linear foot

ii. Capacity and capability of the contractor to provide appropriate equipment and experienced personnel for each task

iii. Ability to provide proof of insurance (as described previously)

iv. Supportive and professional references

v. Verification of Smart Salt Certification for each staff member who will be performing work under this contract.

b. The City reserves the right to reject any or all proposals and waive formalities and to select the proposal it deems to be in the best interest of the City.

c. The City does not anticipate the need for the selected contractor to subcontract these services. If, due to unexpected equipment failure or loss of manpower, the selected contractor needs to subcontract any of the services required under this contract prior approval must be obtained from the Public Works Director.

d. The City will evaluate the submitted proposals based upon the criteria noted above and intend to make their selection no later than October 27, 2023. The selected contractor will be contacted and offered the opportunity to enter a contract with the City.

e. The contract will be executed beginning November 8, 2023, after City Council approves award of the contract and the contract awardee submits required documents, including proof of Smart Salt Certifications as described above.

5. Company Submissions

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposal must be typed and arranged/divided in the following sequence to facilitate evaluation.

5.1. Company Name*

*Response required

5.2. Type of Business*

- ☐ C Corporation
- ☐ S Corporation
- ☐ Limited Liability C Corporation
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other

*Response required

5.3. Evidence of Insurance*

In addition, the Company shall confirm that they can provide the required commercial liability insurance certificates and endorsements in the coverage and amounts listed herein.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Company must furnish the City with the Certificates of Insurance proving coverage as specified herein.

- ☐ Please confirm

*Response required

5.4. Disclosure of Government Positions*

Each Company shall disclose below whether any owner or employee of the Company currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

*Response required

5.5. Disclosure of Relationships*

Please disclose any and all past or current business and personal relationships with any of the City's current elected officials, appointed officials, City employees, or family members of any current City elected officials, appointed officials, or City employees. Any past or current business relationship may not disqualify the Company from consideration. Type N/A if this is not applicable to your Company.

*Response required

5.6. Litigation*

The proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years. Type N/A if this is not applicable to your Company.

*Response required

5.7. Equipment List*

The proposer must submit with the Proposal a list of the equipment it intends to use in the execution of all aspects of this contract.

*Response required

5.8. Staff Capacity*

The proposer must include in the proposal the names of Project Manager and staff it intends to use in the execution of this contract. An emergency contact must be listed. All staff that will be performing work under this contract must be Smart Salt Certified.

*Response required

5.9. Smart Salt Certification

All staff that will be performing work under this contract must be Smart Salt Certified. Verification of Smart Salt Certification must be provided prior to final approval of the contract. If currently Smart Salt Certified, upload documentation here.

5.10. References*

The proposer will submit three (3) professional references that can attest to the contractor's ability to satisfactorily complete work of a similar scope. This must include:

- A. Name of the reference
- B. References and phone number and email addresses
- C. Description of the scope of work or projects completed for that reference

*Response required

6. Pricing Proposal

2023-2024 SIDEWALK SNOW REMOVAL PRICING PROPOSAL

Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mobilization	The cost per mobilization for on-call services based upon a 24-hour response time from call to arrival on-site. Mobilization includes photograph documentation and uploading as outlined in the Primary Task section.	1	Lump Sum		
Sidewalk clearing	Removal costs for sidewalk based upon per linear foot of sidewalk.	1	Lin. Ft.		
Pedestrian Ramp	Removal costs for pedestrian ramp based upon per linear foot.	1	Lin. Ft.		
Sand/Salt	Costs for salting and/or sanding shall be based upon per linear foot of treatment.	1	Lin. Ft.		
TOTAL					

7. Submission Instructions And Inquiries

7.1. Inquiries

If prior to the date fixed for submission of proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's electronic bidding system, before the deadline and according to these specifications herein. Any and all other RFP related communications shall only be with Sean Murphy.

The Final day for receipt of questions from the Company shall be on or before the deadline to submit questions indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the deadline will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's electronic bidding system. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Company may be disqualified from consideration.**

7.2. Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit their proposal in the format identified in this RFP. The proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

7.3. [Delivery / Submission Of Proposals](#)

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the [City's electronic bidding system](#). Once registered, Companies may view and click "Follow" to be a prospective proposer for this solicitation and will appear on the Follower's list. Companies that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the City's electronic bidding system, and therefore will be unable to participate or be considered for this RFP. If a Company is unable to register or download the RFP from the City's electronic bidding system, a Company representative may contact the Software Administrator, using the real-time chat function on the website (located in lower right-hand corner of the screen), or via email at support@procurenw.com.

All proposal documents and supplementary documents must be uploaded using the City's electronic bidding system prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Company representative who is registered with the City will receive an email confirmation from the City's electronic bidding system.

In the event a Company is unable to submit a timely response in accordance with the instructions herein due to personal or Company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, neither the City, nor the Software Administrator, will be held responsible. Companies shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Company representative is using to submit a response. Failure of the Company to successfully submit an electronic proposal before the deadline indicated herein shall be at the Company's sole risk, and no relief will be given for late and/or improperly submitted proposals.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the deadline will not be accepted.

7.4. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

7.5. Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the proposal, RFP, and other Contract Documents.

By submitting a proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

7.6. Addenda

Unless otherwise specified, any addenda issued while this RFP is open and still accepting Proposals must be acknowledged electronically via the City's electronic bidding system, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Follower's List via email.

7.7. Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted proposals may be withdrawn at any time prior to the submission deadline.

8. Evaluation Phases

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section. If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Companies unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience with Projects of Similar Size and Scope	0-5 Points	20 (20% of Total)
2.	Qualifications	0-5 Points	20 (20% of Total)
3.	Approach and Methodology	0-5 Points	35 (35% of Total)
4.	Overall Cost to Perform the Work	0-5 Points	25 (25% of Total)

9. Resulting Contract

9.1. Summary Of Insurance Requirements

COMMERCIAL GENERAL LIABILITY

Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$2,000,000 general aggregate

COMMERCIAL AUTOMOBILE LIABILITY

Insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

EMPLOYERS’ LIABILITY

Insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

WORKERS’ COMPENSATION

Insurance with limits of liability of not less than the State's statutory requirements.

PROFESSIONAL LIABILITY

Professional Liability (Errors and Omissions) insurance appropriate to Company’s profession, with limits of liability of \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

In the event Company purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Company’s insurance shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to the

City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Company maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Company.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Company shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Company shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

9.2. [Contract Documents](#)

In submitting a proposal, the Company agrees to enter into an Agreement with the City meeting the requirements and agreeing to the terms and conditions set forth herein. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City issued Request For Proposals
- Company's Response to the Request For Proposals

9.3. [Execution Of Agreement](#)

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified herein.
- Confirmation of current business license.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

9.4. [Failure To Execute The Agreement](#)

Failure to execute the Agreement and furnish the required insurance and business license, within the required time period shall be just cause for the rescission of the award. If bonds are also required,

failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

10. Terms And Conditions

10.1. Public Records

All proposals submitted in response to this RFP become the property of the City and pursuant to the **Minnesota's open records and privacy law – the Government Data Practices Act (Minnesota Statute, Chapter 13)** are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that Company's price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Company requests that the City withhold from disclosure information identified as confidential, and the City complies with the Company's request, Company shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Company information), and pay any and all costs and expenses related to the withholding of Company information. Company shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Company information. If Company does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

Subject to information specified as confidential or proprietary as provided above, the City reserves the right to make use of any information or idea contained in the proposal and all materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

10.2. Conflict Of Interest

The Company warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under **Minnesota Statute, Chapter 10A, Section 10A.07**, during the performance of services under any Agreement awarded. The Company further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

10.3. Rejection Of Proposals

The City may reject any/or all proposals and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data

for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

10.4. Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the RFP procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least **three (3) days prior to the opening of proposals**. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, **within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract**. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered, unless Company's protest is not received in time. Should Company decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10.5. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.



Public Works

Sean Murphy, City Engineer/Public Works Director
540 West Hills Circle, Owatonna, MN 55060

PROPOSAL DOCUMENT REPORT

RFP No. 2022-RFP-018

2023-2024 Winter Season Sidewalk Snow Removal

RESPONSE DEADLINE: November 3, 2023 at 4:00 pm

Report Generated: Wednesday, December 13, 2023

From the Ground Up LLC Proposal

CONTACT INFORMATION

Company:

From the Ground Up LLC

Email:

mitchell.m@ftgu-mn.com

Contact:

Mitchell Mulert

Address:

4811 crane creek Rd
Owatonna, MN 55060

Phone:

N/A

Website:

fromthegroundupowatonna.com

Submission Date:

Oct 19, 2023 8:37 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Company Name*

Pass

From The Ground Up

2. Type of Business*

Pass

S Corporation

3. Evidence of Insurance*

Pass

In addition, the Company shall confirm that they can provide the required commercial liability insurance certificates and endorsements in the coverage and amounts listed herein.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Company must furnish the City with the Certificates of Insurance proving coverage as specified herein.

Confirmed

4. Disclosure of Government Positions*

Pass

Each Company shall disclose below whether any owner or employee of the Company currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

5. Disclosure of Relationships*

Pass

Please disclose any and all past or current business and personal relationships with any of the City's current elected officials, appointed officials, City employees, or family members of any current City elected officials, appointed officials, or City employees. Any past or current business relationship may not disqualify the Company from consideration. Type N/A if this is not applicable to your Company.

N/A

6. Litigation*

Pass

The proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years. Type N/A if this is not applicable to your Company.

N/A

7. Equipment List*

Pass

The proposer must submit with the Proposal a list of the equipment it intends to use in the execution of all aspects of this contract.

FTGU_3-26-21_WinterEquipment-6.jpg

8. Staff Capacity*

Pass

The proposer must include in the proposal the names of Project Manager and staff it intends to use in the execution of this contract. An emergency contact must be listed. All staff that will be performing work under this contract must be Smart Salt Certified.

Staff_Capacity_2023.docx

9. Smart Salt Certification

Pass

All staff that will be performing work under this contract must be Smart Salt Certified. Verification of Smart Salt Certification must be provided prior to final approval of the contract. If currently Smart Salt Certified, upload documentation here.

PLS_Certificate.pdf

10. References*

Pass

The proposer will submit three (3) professional references that can attest to the contractor's ability to satisfactorily complete work of a similar scope. This must include:

- A. Name of the reference
- B. References and phone number and email addresses
- C. Description of the scope of work or projects completed for that reference

References_2023.docx

PRICE TABLE				
2023-2024 SIDEWALK SNOW REMOVAL PRICING PROPOSAL				
PROPOSAL DOCUMENT REPORT				
RFP No. 2022-RFP-018				
2023-2024 Winter Season Sidewalk Snow Removal				
Item	Description	Quantity	Unit of Measure	Total
Mobilization	The cost per mobilization for on-call services based upon a 24-hour response time from call to arrival on-site. Mobilization includes photograph documentation and uploading as outlined in the Primary Task section.	1	Lump Sum	\$135.00
Sidewalk clearing	Removal costs for sidewalk based upon per linear foot of sidewalk when frontage exceeds 100 feet.	1	Lin. Ft.	\$0.75/linear foot if frontage exceeds 100 ft
Pedestrian Ramp	Removal costs for pedestrian ramp.	1	Each	\$55.00
Sand/Salt	Costs for salting and/or sanding shall be based upon per linear foot of treatment.	1	Lin. Ft.	\$.60
The prices indicated in the above table have been negotiated from the original propsal received.				
PROPOSAL DOCUMENT REPORT				
Request for Proposal - 2023-2024 Winter Season Sidewalk Snow Removal				
Page 5				



From The Ground Up

Project Manager's

Main Daytime - Matt Kramer - 507-363-6477

Main Overnights – Aaron Schrot - 507-676-4347

Please note we have a 24/7 snow hotline that goes through our office number at 507-456-7812. You can call at anytime of any day and our on call supervisor will answer or it will ring through the 7 we have along with the 7 on call operators guaranteeing an answer. We would prefer this be the contact number you have on file due to the goofy hours snow removal requires.

We have 42 full time employees and over 100 part time for winter. We can handle anything you throw at us regarding snow removal and would be glad to help!

Smart Salting for Parking Lots & Sidewalks

This is to certify that

Mitchell Terpstra

completed the Smart Salting for Parking Lots & Sidewalks training requirements on behalf of the

From the Ground Up

for learning and pledging to reduce their salt use.

Your actions will help
protect Minnesota lakes,
streams and groundwater.



A handwritten signature in black ink, appearing to read 'Brooke Asleson'.

Brooke Asleson

Resource Management
and Assistance Division

Issue Date: 3-23-2023

Certificate expires 5 years
from issue date

From The Ground Up References

Federated Insurance

Jamie Vogt

507-456-8155

jwvogt@fedins.com

We plow, shovel, & de-ice their lots & sidewalks which are some of the most traveled walks in Owatonna and are held to an extremely tight standard 24/7 7 days a week

Cabelas

Sheldon Langager

(507) 451-4874

Sheldon.Langager@cabelas.com

We plow, shovel, & de-ice their lots & sidewalks

Walmart

Daaren Tapia

(385) 258-6408

We plow, shovel, & de-ice their lots & sidewalks



January 1, 2024

Property Owner
Mailing Address
City State Zip

RE: Snow Removal Ordinance Violation

Dear Property Owner:

This is a reminder that City Ordinance 94.005 requires snow and ice removal on city sidewalks adjoining your property within twenty-four (24) hours after the snowfall has ceased. Recently, City Staff have been notified that you have failed to comply with this ordinance at the property located at **Property Address.**

Please have this snow removed from the public sidewalk as soon as possible. A reinspection of your property will take place three days following the date of this letter and no additional notice will be given. Failure to comply with this ordinance will result in the removal of the snow by the City's contractor and a penalty will be assessed to the property owner. This penalty includes an Administrative Fee and Contractor Clearing Costs. A breakdown of potential charges is shown on the reverse side of this letter.

Thank you for your attention to this matter. Should you have any questions, please contact me at 507-444-4350.

Sincerely,

Sean P. Murphy
Director of Public Works
City of Owatonna

2023-2024 Sidewalk Snow Removal Cost Breakdown

Administrative Fees:				
Violation	Cost			
1	\$40.00			
2	\$60.00			
3+	\$80.00			
Contractor Clearing Costs:				
Item	Description	Quantity	Unit of Measure	Total
Mobilization	Base price for removal.	1	Lump Sum	\$135.00
Additional Sidewalk clearing	Removal costs for sidewalk based upon per linear foot of sidewalk when frontage exceeds 100 feet.	1	Lin. Ft.	\$0.75/linear foot if frontage exceeds 100 ft
Pedestrian Ramp	Removal costs for pedestrian ramp per ramp adjacent to property.	1	Each	\$55.00
Sand/Salt	Costs for salting and/or sanding shall be based upon per linear foot of treatment.	1	Lin. Ft.	\$0.60

*Condition of sidewalk may warrant additional charges. Sites will be reviewed on a case by case basis when requested by the Snow Removal Contractor.



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Compost Site Agreement - From the Ground Up LLC

Purpose:

To receive council approval of a contract with From the Ground Up LLC for the operation of a compost site on City-owned property.

Background:

A Compost Site located on City-owned property on 32nd Avenue SW, identified as PIN# 17-0072-103, has been run by an independent contractor since 2010. A Request for Proposals was available on ProcureNow from October 19 to November 3rd. Two proposals were received.

City staff reviewed and evaluated submitted proposals based on 5 ranking areas. These criteria included the following:

1. Overall Understanding, Quality, and Completeness of Proposal/Plan
2. Technical Criteria, Experience, and Qualifications
3. Operational Criteria, Experience, and Qualifications
4. Financial Criteria, Cost Structure, and Compensation to City
5. Personnel and Resource Availability

Based on the evaluation, City staff believe From the Ground Up, LLC to be the best candidate to operate the community's compost site for several reasons, including extending the hours of operation, extensive composting knowledge and experience, plan for working with Ed's Backhoe Service in reducing current compost windrows, inclusion of advertising and ability to offer delivery. From the Ground Up, LLC is currently working with many major local landscape outfits on composting material at their private facility and has demonstrated the ability to carry out the needs of the City's residential yard waste program efficiently and effectively. From the Ground Up, LLC is aware of and researched MPCA requirements for composting facilities and will also share access to their point of sale system with the City for reporting.

The contract shall be from January 1, 2024, to and including December 31, 2026. The terms of the contract are shown in the attachment.

Budget Impact:

The City may deliver, without cost to the City, up to a total of 2,000 cubic yards per season, of acceptable materials generated by the City and delivered in City vehicles. All additional acceptable materials will be charged at \$8.00 cubic yards with a maximum amount paid by City of \$4,500.00. The City shall also receive 200 cubic yards of compost material per season loaded in City vehicles free of charge. The contractor will also sell up to 200 cubic yards of hardwood mulch, loaded on City vehicles at \$5.00 per cubic yard below the retail price.

Staff Recommendation:

Staff recommends awarding the 3-year Compost Site Operations and Maintenance contract to From the Ground Up, LLC. From the Ground Up, LLC meets and exceeds the needs of the City's compost site operations.

Attachments:

1. Compost Site RFP Evaluation Tabulation
2. 2024 - 2026 Yardwaste Compost Site Contract - FTGU



City of Owatonna
Public Works

Sean Murphy, City Engineer/Public Works Director
540 West Hills Circle, Owatonna, MN 55060

EVALUATION TABULATION

RFP No. TBD

Yard Waste Compost Site Operations and Management

RESPONSE DEADLINE: November 3, 2023 at 4:00 pm

Report Generated: Thursday, December 14, 2023

CONSENSUS SCORECARD SUMMARY

Vendor	Expressed understanding, completeness and overall quality of the proposal, plan, and approach Points Based 5 Points (5%)	Technical criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Operational criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Financial criteria, cost structure, liability, and compensation Points Based 30 Points (30%)	The availability of personnel and other resources to perform the operation Points Based 5 Points (5%)	Total Score
D&M Construction	4	21	21	28.5	5	79.5%
From the Ground Up LLC	4.5	28.5	27	22.5	5	87.5%

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	D&M Construction	From the Ground Up LLC
Type your Legal Company Name Here	Pass	Pass
Type of Business	Pass	Pass
Evidence of Insurance	Pass	Pass
Disclosure of Government Positions	Pass	Pass
Disclosure of Relationships	Pass	Pass
Litigation	Pass	Pass

EVALUATION TABULATION

RFP No. TBD

Yard Waste Compost Site Operations and Management

Question Title	D&M Construction	From the Ground Up LLC
Proposal	Pass	Pass
Price Proposal	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Expressed understanding, completeness and overall quality of the proposal, plan, and approach	Points Based	5 (5% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Technical criteria, experience, and qualifications of the contractor/personnel	Points Based	30 (30% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Operational criteria, experience, and qualifications of the contractor/personnel	Points Based	30 (30% of Total)

Description:

EVALUATION TABULATION

Request For Proposal - Yard Waste Compost Site Operations and Management

Page 2

EVALUATION TABULATION

RFP No. TBD

Yard Waste Compost Site Operations and Management

Criteria	Scoring Method	Weight (Points)
Financial criteria, cost structure, liability, and compensation	Points Based	30 (30% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
The availability of personnel and other resources to perform the operation	Points Based	5 (5% of Total)

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Total Score
From the Ground Up LLC	94%	81%	87.5%
D&M Construction	87%	72%	79.5%

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Expressed understanding, completeness and overall quality of the proposal, plan, and approach Points Based 5 Points (5%)	Technical criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Operational criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Financial criteria, cost structure, liability, and compensation Points Based 30 Points (30%)	The availability of personnel and other resources to perform the operation Points Based 5 Points (5%)	Total Score
From the Ground Up LLC	90%	95%	90%	75%	100%	87.5%

EVALUATION TABULATION

Request For Proposal - Yard Waste Compost Site Operations and Management

Page 3

EVALUATION TABULATION

RFP No. TBD

Yard Waste Compost Site Operations and Management

Vendor	Expressed understanding, completeness and overall quality of the proposal, plan, and approach Points Based 5 Points (5%)	Technical criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Operational criteria, experience, and qualifications of the contractor/personnel Points Based 30 Points (30%)	Financial criteria, cost structure, liability, and compensation Points Based 30 Points (30%)	The availability of personnel and other resources to perform the operation Points Based 5 Points (5%)	Total Score
D&M Construction	80%	70%	70%	95%	100%	79.5%

EVALUATION TABULATION

Request For Proposal - Yard Waste Compost Site Operations and Management

Page 4

OPERATION AND MANAGEMENT OF YARD WASTE COMPOST FACILITY CONTRACT

This contract made and entered into between the City of Owatonna, a Minnesota Municipal Corporation, hereinafter called "City" and From the Ground Up, LLC, hereinafter called "CONTRACTOR".

WHEREAS, the State of Minnesota, through enactment of the Waste Management Act of 1980, as amended, has declared as State policy the improvement of Solid Waste Management through the separation and recovery of energy and materials from Solid Waste and through the reduction of indiscriminate reliance upon land disposal of Solid Waste; and

WHEREAS, Yard waste may not be disposed of in mixed municipal solid waste, in a landfill, or in a resource recovery facility except for purposes of composting or co- composting; and

WHEREAS, the City consistent with these policies, desires to ensure an alternative to the land filling of yard waste and brush, pursuant to its Solid Waste Master Plan; and

WHEREAS, CONTRACTOR offers to operate and maintain sites for the receiving, storage, transfer, and processing of Acceptable Materials; and

WHEREAS, the City agrees to promote the delivery of Acceptable Materials to CONTRACTOR and CONTRACTOR agrees to accept, store, and compost or otherwise process Yard waste, Brush, Trees, and Christmas Trees delivered to the Facilities and CONTRACTOR further agrees to market or otherwise utilize or dispose of all the compost, chips, and mulch produced at the Facilities; and

WHEREAS, CONTRACTOR has the authority to execute this contract as a binding legal obligation, fully enforceable in accordance with its terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose. The purpose of the Contract is to define the rights and obligations of the parties with respect to the operation and maintenance of yard waste compost facilities.

1.2 Cooperation. The City and CONTRACTOR shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. The term of this 3-year Contract shall be from January 1st, 2024 to and including December 31st, 2026 notwithstanding the date of the execution by all parties unless earlier terminated by law or according to the provisions herein.

2. **DEFINITIONS**

Unless the language or context clearly indicates that a different meaning is intended, the words, terms, and phrases stated below, when capitalized, shall have the following meaning:

2.1 **Acceptable Materials.** Yard waste, trees, brush, and Christmas trees. Acceptable Material does not include commercially produced organic waste. However, when the site closes at the end of the day, no bags shall be left at the facility.

2.2 **Brush.** Shrub and tree waste.

2.3 **Christmas Trees.** Fresh-cut coniferous or evergreen trees or boughs, used for Yuletide decorations.

2.4 **Commercial Landscape Entity.** Any person, or public or private entity delivering Acceptable Materials to the Facility, other than an Individual delivering Acceptable Materials from his/her own residence.

2.5 **Facility.** The site used for the receiving, storage, transfer, or processing of Acceptable Materials.

2.6 **Finished Products.** Screened compost in marketable condition and wood chips or mulch for landscaping purposes.

2.6.1 **Gate Yard.** A non-compacted gross cubic yard of Yard waste as measured at the Facility entrance.

2.7 **Hazardous Waste.** Materials defined as Hazardous Waste by local, State, or Federal law, specifically including, but not limited to, petroleum products, polychlorinated biphenyls, and asbestos-containing materials.

2.8 **Individual.** Any person who delivers Acceptable Materials to a Facility from his/her residence.

2.9 **Processing.** Changing Acceptable Materials, as delivered to the Facilities, into useful products, through the natural process of composting, or the mechanical process of chipping and screening, and the preparation needed for these processes to occur.

2.10 **Receiving Time.** That time during which Acceptable Materials are received at the Facility.

2.11 **Season.** April 1st through day before Thanksgiving of the same year.

2.12 **Tip Fee.** A fee charged to Commercial Entities and Individuals for delivery of Acceptable Materials to a Facility.

2.13 **Unacceptable Materials.** All materials except Yard waste, brush, trees, Christmas trees, and the bags in which it is delivered.

2.14 **Users.** Individuals delivering Acceptable Materials to a Facility.

2.15 **Yard waste.** Lawn cuttings, leaves, garden wastes, weeds, pruning, brush, trees, and sod trimmings. Commercially produced organic waste is not Yard waste.

3. CONTRACTOR RIGHTS AND OBLIGATIONS.

3.1 Capacity. CONTRACTOR shall operate and maintain in each season, minimally starting the first day of April and ending the day before Thanksgiving, a facility capable of handling Yard waste generated in Steele County.

3.2 Receiving. CONTRACTOR shall accept Acceptable Materials generated in Steele County from Individuals and Commercial Landscape Entities, based upon policies which CONTRACTOR shall set for each Facility. Such policies shall be submitted to the City thirty (30) days prior to the beginning of each Season or ten (10) days prior to the effective date of any changes thereto. Such policies shall include conditions of Acceptable Materials when delivered, bagged vs. debagged materials, parties who may deliver Acceptable Materials, and acceptance of Christmas trees.

3.3 Out-of-County Waste. CONTRACTOR may receive Acceptable Materials generated outside Steele County so long as sufficient capacity is retained for Materials to be accepted under Section 3.1 and 3.2.

3.4 Tip Fees. CONTRACTOR shall charge a tipping fee to users sufficient to cover the costs of the facilities. The city shall be notified of the fee schedule or any changes thereto, prior to implementation and prior to the start of the season. The City shall make approval of the proposed tipping fees each season.

3.5 Compensation. The City may deliver, without cost to the City, up to a total of 2,000 cubic yards per season, of acceptable materials generated by the City and delivered in City vehicles. All additional acceptable materials will be charged at \$8.00 per cubic yard with a maximum amount paid by City of \$4,500.00. The City shall also receive 200 cubic yards of compost material per season loaded in City vehicles free of charge. The CONTRACTOR will also sell up to 200 cubic yards of hardwood mulch, loaded on City vehicles at \$5.00 per cubic yard below the retail price.

3.6 Receiving Time. Subject to applicable County and municipal ordinances, CONTRACTOR shall keep a Facility open for the receiving of Acceptable Materials from April 1 through the day before Thanksgiving each Season.

The minimum days and hours of operation are as follows: Monday through Saturday, 8:00 am to 5:00 pm and Sunday 12:00 pm to 4:00 pm. Final hours subject to change based on approval from the City.

In addition, the First and Second Saturday and Sunday in January after Christmas from 12:00 pm to 4:00 pm to receive Christmas Trees.

CONTRACTOR shall inform the City of the schedule and any schedule changes, thirty (30) days prior to the Season and ten (10) days prior to any change.

3.7 CONTRACTOR'S Rejection of Deliveries. CONTRACTOR may reject Acceptable Materials delivered at hours other than the receiving Time. A vehicle shall be denied entrance if CONTRACTOR has a reasonable basis to believe it contains any amount of Unacceptable Materials. Upon request, CONTRACTOR will provide the User and the City with documentation of the rejection and the reasons, therefore. CONTRACTOR shall be responsible for obtaining landfill capacity and to

properly dispose of Unacceptable Materials which have been delivered and when CONTRACTOR is unable to have removed at the expense of the Individual or Commercial Entity delivering it.

3.8 Processing. CONTRACTOR shall process all Acceptable Materials received at the Facilities. Acceptable Materials shall be composted, except for brush which must be chipped.

3.9 Finished Products. CONTRACTOR shall develop a policy for distributing finished compost, mulch, and woodchips. CONTRACTOR shall submit the policy and any changes to the City.

3.10 Closure of Facility. CONTRACTOR shall not accept any Materials after December 31st, 2026 at the Facility, unless the City's lease for the Facility is renewed for an additional term, and unless the City notifies CONTRACTOR in writing of such renewal and a new date for the closure. During the period after December 31st, 2026 CONTRACTOR shall have access to the Facility for 120 days for the purposes of processing materials accepted, selling or otherwise distributing finished products and site cleans up.

3.11 Cleanup of Facility. Unless the City's lease for the Facility is renewed for an additional term, and unless the City notifies CONTRACTOR in writing by December 31st, 2026 of such renewal and a new date for cleanup, CONTRACTOR shall remove all finished compost, unprocessed Acceptable Materials and Unacceptable Materials at the Facility within reasonable time limit.

3.12 Cost of Removal. If CONTRACTOR does not remove Materials and Finished Products as required under 3.10, the City may remove them and charge CONTRACTOR for its removal.

3.13 Loss of Facility. Notwithstanding the foregoing, in the event the City sells the property, the City shall provide CONTRACTOR with thirty (30) days' notice of said sale. Upon receipt of the notice from the City, CONTRACTOR shall make its best efforts to reduce the volume of Acceptable Materials at the Facility. If a new location for the Facility is located, it shall be the City's responsibility and cost to provide the trucks and labor to transport Acceptable Materials a reasonable distance from the Facility to the new location. CONTRACTOR shall provide the necessary equipment and labor required to load the Acceptable Materials into City trucks. If a new site for the Facility cannot be located within a reasonable distance, upon termination of the City's lease for the Facility and Acceptable Materials at the Facility shall become the property of the City, and CONTRACTOR shall have no further right or claims to the Acceptable Material.

3.14 Labor and Equipment. CONTRACTOR shall provide all labor, equipment, tools, supplies and other materials necessary to operate the Facilities. CONTRACTOR shall maintain, repair, and replace all equipment as necessary, to ensure continued compliance with all requirements of law and other obligations as set up in this Agreement.

3.15 Roads. CONTRACTOR shall be responsible for maintaining or improving all roads within the boundaries of the site required for continued operation as contemplated by this Agreement. CONTRACTOR shall be responsible for connecting such roads to the access roads or drives at the boundaries of the site. Adequate site access for residents and users shall be maintained.

3.16 Drainage. CONTRACTOR shall provide and maintain an adequate storm and surface water drainage system during the period of operations. CONTRACTOR shall ensure that storm and surface water leaving the site does not cause erosion or sediment loss and will conform to the City's

stormwater management ordinance. At a minimum silt fence and wood chip/rock berm is required at downstream perimeters.

3.17 Product Collection Report. CONTRACTOR shall report annually to the City the volume of Yard waste collected.

3.18 Product Distribution Report. CONTRACTOR shall report quarterly to the City the volumes, type of use intended by the end user, and the value of distributed finished products.

4. RIGHTS AND OBLIGATIONS OF THE CITY.

4.1 Commitment to Promote the Delivery of Acceptable Materials. The City will make reasonable efforts to promote the delivery of Acceptable Materials to the Facilities. The City will meet and confer with CONTRACTOR on publicity of the Yard waste program. The City, jointly with Steele County and CONTRACTOR shall develop a program and materials for promoting the Yard waste management program and Facilities.

4.2 Permit. Notwithstanding Section 5.2 of this contract, except for the Minnesota Pollution Control Agency Permit, the City shall obtain all other permits required by Rule and other land use or conditional use permits.

4.3 Site. The City shall provide a site for the Facility at no cost to the CONTRACTOR. The CONTRACTOR may procure any other sites CONTRACTOR deems necessary to meet the requirements of this Agreement.

4.4 Tours. At any time during the term of this Agreement and upon reasonable prior notice to CONTRACTOR, the City, its elected officials, employees, agents, representatives, or guests shall have the right to tour the Facilities to observe and to permit others to observe the various services which CONTRACTOR performs. CONTRACTOR may take reasonable precautions to protect proprietary equipment and processing procedures. Such scheduled tours shall be conducted in a manner to comply with CONTRACTOR's safety standards and shall not interfere with CONTRACTOR's ability to fulfil its obligations under this Agreement. Tours shall occur during regular operating hours, unless otherwise agreed to by both parties.

4.5 Inspection. The City, its elected officials, employees, agents, or representatives may inspect the operation of the Facilities at any time for the purposes of verifying compliance with the inspection. The City, its elected officials, employees, agents, or representatives shall have complete right and access to the Facilities so long as it does not interfere with the normal operations of the Facilities.

4.6 Access. At all times, access shall be allowed to the City, its employees, agents, or contractors for the purpose of hauling sludge to and from the City's Sludge Bunker Facility. The Sludge Bunker Facility is located adjacent to and immediately west of the compost site. The City shall be responsible to grade, maintain or repair the access road during the time periods when the sludge hauling operations are occurring.

4.7 Miscellaneous.

A. The City shall provide CONTRACTOR with access to City water for use in conjunction with the operation of the Facility. CONTRACTOR shall provide an anti-siphon device on the equipment which is used to obtain and transport water and said anti-siphon device shall be approved by the City water superintendent prior to use.

B. CONTRACTOR shall be required to apply for a permit for exemption from the spring road restrictions.

5. **COMPLIANCE WITH LAWS/STANDARDS.**

5.1 General. CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to the Contract or to the Facilities, programs and staff for which CONTRACTOR is responsible. This includes but is not limited to all Standard Assurances.

5.2 Licenses. CONTRACTOR shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by this Contract. CONTRACTOR shall inform the City of any changes to the above within five (5) days of occurrence.

5.3 Violations. Any violation of Federal, State or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license or certification by CONTRACTOR shall constitute a material breach of this Contract, whether or not intentional, and shall entitle the City to terminate this Contract upon delivery of written notice of termination to CONTRACTOR. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such violation, failure or loss, subject, however to CONTRACTOR performing clean up in accordance with Section 3.1.

5.4 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

6. **INDEPENDENT CONTRACTOR STATUS.**

CONTRACTOR is to be and shall remain an independent contractor with respect to all work performed under this Contract. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting CONTRACTOR as the employee of the City for any purpose of in any manner whatsoever.

CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City.

CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA or otherwise, will be made from the payments due CONTRACTOR and

that it is the Contractor's sole obligation to comply with the applicable provision of all Federal and State tax laws.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnified and Appointed. CONTRACTOR will indemnify, defend and save harmless the City, its elected officials, employees, agents or representatives from any and all claims, damages, lawsuits, losses, liabilities, costs and expenses arising out of any act, omission or equipment failure on the part of CONTRACTOR or its subcontractors, agents, servants or employees in the performance of any of the work or services to be performed or furnished by CONTRACTOR under the terms of this Agreement. Such indemnity shall include, but not be limited to, property damage, personal injury, bodily injury and death, punitive damages, or any combination thereof.

The City shall indemnify, defend, and save harmless CONTRACTOR, its employees, agents, or representatives from any and all claims, damages, lawsuits, losses, liabilities, costs and expenses arising out of any act or omission of the City, its elected officials, employees, agents or representatives in connection with work or services to be performed by the City under the terms of this Agreement.

CONTRACTOR and the City understand and agree that the subsurface and surficial soil conditions of the facility are unknown, and that the City has not required that any clay or other liner be constructed, and CONTRACTOR will not construct any. The City shall indemnify CONTRACTOR, its employees, subcontractors, agents or representatives from any and all costs for remediation of environmental impairment to the site resulting from preexisting site condition or from the operation of the Facility by the City prior to CONTRACTOR's operation of the facility under contract with the City, except that the City shall not indemnify CONTRACTOR for any such costs which are a result, in whole or in part, of CONTRACTOR's or its employees, subcontractors, agents or representatives willful or negligent acts or omissions.

7.2 Insurance. To protect itself and to protect the City under the indemnity provision set forth above, CONTRACTOR shall at CONTRACTOR's expense, procure and maintain policies on insurance during the term of this Agreement as set forth. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by CONTRACTOR. This policy of insurance and insurance certificate shall not be canceled, non-renewed, or materially changed in the issuing insurance company, without at least thirty (30) days written notice of intent to cancel to the City.

Concurrent with execution of this Agreement and as necessary to show continuous coverage, CONTRACTOR shall file acceptable Certificates of Insurance with the City which shall be incorporated into this Agreement. All insurance shall state that the insurance broker through which this insurance was purchased, has errors and omissions insurance.

7.3 Coverage. The policies of insurance to be obtained by CONTRACTOR pursuant to this Article shall be purchased from a licensed carrier, shall name the City of Owatonna as an additional insured, and shall include the following:

A. Comprehensive General Liability, including Contractual. Occurrence-based single or combined limit comprehensive general liability insurance with the minimum limits of \$1,000,000 combined single limit.

B. Automobile Liability. Automobile Liability insurance if any vehicles are used in connection with this Agreement which shall include the following minimum coverage:

1) Bodily Injury and Property Damage: \$1,000,000 combined single limit.

2) Hired, owned and non-owned vehicles Damage: \$1,000,000 combined single limit.

C. Umbrella Liability. Umbrella Liability insurance in the minimum amount of \$1,000,000. It is the responsibility of Contractor to maintain all underlying insurance in accordance with the terms of the Umbrella liability policy.

D. Workers' Compensation. The statutory minimum.

7.4 Failure to Provide Proof of Insurance. This Agreement will not be executed until proof of insurance consistent with the insurance requirements herein has been submitted to the City.

7.5 Excessive Premiums. If the premium for any liability insurance more than triples from one year to the next during the term of this Agreement, CONTRACTOR may terminate this Agreement effective upon cancellation of insurance coverage and ten (10) days' notice. In the event CONTRACTOR gives notice to terminate under this paragraph, CONTRACTOR and City agree to meet and confer on payment of insurance premiums and continuation of Agreement.

8. PERFORMANCE BOND.

CONTRACTOR Shall furnish to the City a bond in the amount of Ten Thousand and no/100 Dollars (10,000.00), naming the City as sole obligee, the condition of which shall be that if CONTRACTOR fails to perform any of the obligations required by this Agreement, and the City is required to spend monies or labor or material to remedy such nonperformance, CONTRACTOR and the sureties on the bond will indemnify and save the City harmless from all losses, costs, and charges that may be incurred by the City because of any failure by CONTRACTOR to comply with the terms of this Agreement The City may approve an irrevocable letter of credit in lieu of a performance bond.

9. SUBCONTRACTING.

Parties shall not enter into any subcontract for the performance assignment of this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. This limitation shall not apply to subcontracts so long as CONTRACTOR retains managerial control of the Facilities. All parties shall be notified of subcontracts as soon as reasonable possible, regardless of their dollar value or nature.

Any Agreement between CONTRACTOR and any subcontractor shall obligate the subcontractor to comply with the general terms of this Contract.

The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees and their compliance with the Contract terms.

10. DEFAULT.

10.1 Force Majeure. No party shall be held responsible or subject to damages for delay of failure to perform when such delay or failure is due to any uncontrollable circumstance unless the act of occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure, including but not limited to:

- A. Riots, insurrections, war, or civil disorder affecting performance of work, blockages, sabotage, and acts of God (including tornadoes, lightening, earthquakes, fires, explosions, and floods, but not including typical seasonal weather conditions of this geographic area).
- B. The adoption of or change in any Federal, State, or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency asserting jurisdiction after the date of the execution of the Contract except a change in Federal, State, or local tax law.
- C. The suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, management or maintenance of the Facility.
- D. Orders and/or judgments of any Federal, State, or local court, administrative agency, or governmental entity.

The City and CONTRACTOR agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

If a matter arising under this paragraph is unable to be resolved within sixty (60) days, the non-defaulting party may terminate this Contract upon ten (10) days written notice.

10.2 Inability to Perform. CONTRACTOR shall make every reasonable effort to maintain staff, facilities and equipment to deliver the services to be purchased by the City. CONTRACTOR shall immediately notify the City in writing whenever it is unable to or reasonably believes it is going to be unable to provide the agreed upon quality of services. Upon such notification, the City shall determine whether such inability requires a modification or cancellation of this Contract.

10.3 Default by CONTRACTOR. Unless cured or excused by the occurrence of Force Majeure of City default, each of the following shall constitute default on the part of CONTRACTOR:

- A. The written admission by CONTRACTOR that it is bankrupt; or filing by CONTRACTOR of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against CONTRACTOR unless dismissed within ninety (90) days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
- B. The making of any arrangement with or for the benefit of CONTRACTORS's creditors involving an assignment to a trustee, receiver, or similar fiduciary. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
- C. Making material misrepresentative in any material provision or condition relied upon in the making of this Contract.

D. A court of administrative body having competent jurisdiction finds that CONTRACTOR persistently disregards laws, ordinances, rules, regulations, or orders of any public authority.

10.4 Default by the City. Unless cured or excused by the occurrence of Force Majeure or default of the CONTRACTOR, each of the following shall constitute a default on the part of the City:

A. Making knowing material misrepresentative in any material provision of condition relied upon in the making of this Contract.

B. Failure to provide the Facility indicated in paragraph 4.3A or equivalent.

C. Failure to perform any other material provision of this Contract.

10.5 Written Notice of Default. Unless a different procedure and/or effective date is provided in the article or paragraph of this Contract under which the default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party specifying the event, series of events or failure constituting the default and cure period.

10.6 Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within twenty (20) days or such other times as may be specified under the terms of this Contract, then this Contract may be terminated by written notice as stated in Article 11 below.

11. TERMINATION.

11.1 Written Notice of Termination. Notice of Termination shall be made by email, certified mail, or personal delivery. Notice is deemed effective upon delivery to the party's Authorized Representative.

11.2 Duties of CONTRACTOR upon Termination. Upon delivery of a Notice of Termination and except as otherwise requested, CONTRACTOR shall:

A. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.

B. Cancel all orders and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination.

C. Remove from the Facility all chips, finished products, unprocessed acceptable materials and unacceptable materials.

D. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.

11.3 Duties of City upon Termination. Upon delivery of a Notice of Termination and except as otherwise provided, the City shall not be liable for any services provided after the Notice of Termination, except as stated above or as authorized by the City in writing.

11.4 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately

perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and limitation, Standard Assurances.

12. CONTRACT RIGHTS/REMEDIES.

12.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately and the exercise of anyone remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

12.2 Waiver. The Waiver of any default by either party or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the City and CONTRACTOR.

13. DAMAGES.

13.1 Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason or any event giving rise to a remedy hereunder.

13.2 Cost of Defense. in the event CONTRACTOR fails to operate the Facility in compliance with all applicable local, State and Federal laws, permits, rules and regulation, CONTRACTOR shall reimburse the City for any civil or criminal penalties or costs of defense incurred due to such violations.

14. REPRESENTATIVE.

14.1 Authorized Representative. The following named persons are designated the Authorized Representatives of parties for purposes of this Contract.

The following have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the City, the authorized Representative shall have only the authority specifically or generally granted by the City Council. Notification required to be provided pursuant to the Contract shall be provided to the following named persons unless otherwise stated in this Contract, or in a modification of this Contract:

TO CONTRACTOR

From the Ground Up, LLC

Mitchell Mulert, President/Owner

507-456-2109

TO CITY

City of Owatonna

Kris Busse, City Administrator

507-774-7340

14.2 Coordinator. To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance and provide ongoing consultation, a coordinator shall be designated by CONTRACTOR and the City. The parties shall keep each other continually informed in writing of any change in the designated coordinator. At the time of this Contract, the following persons are the designated coordinators:

CONTRACTOR COORDINATOR:

From the Ground Up, LLC

Mitchell Mulert

507-456-2109

CITY COORDINATOR:

City of Owatonna

Brad Rademacher

507-774-7309

15 CONFLICTS OF INTEREST.

CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

16. MODIFICATIONS.

Any alterations, variations, modifications, or waivers of the provision of this Contract shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the City and CONTRACTOR.

17. SEVERABILITY.

17.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

17.2 The parties further agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.

18. MERGER.

18.1 Final Agreement. This Contract is the final expression of the Agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representatives, warranties, or stipulations, either oral or written not herein contained.

18.2 Prior Contracts. Prior contracts between the CONTRACTOR and City concerning the Facilities are terminated upon and superseded by the execution of this Contract.

18.3 Maintenance of Buffer Zone Around Owatonna Public Utility Facilities. A protective buffer zone shall be established around the Owatonna Public Utilities propane tanks and control house. Such buffer shall create a 100-foot clear zone around the tanks and a 50-foot clear zone around the control house. CONTRACTOR shall remove all materials and structures from any area necessary to create this buffer area within ninety (90) days. The Owatonna Public Utilities shall clearly mark the boundaries of the clear zone and may elect to erect a fence along said boundaries. There will be no use of the delineated buffer area by CONTRACTOR unless approved by the Owatonna Public Utilities and the City of Owatonna.

IN WITNESS WHEREOF, parties have executed this Contract on the dates indicated below.

CITY OF OWATONNA

By: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
Aaron Fitzloff
Facility Manager
SUBJECT: Renew Cleaning Service Agreements - Vanguard & Coverall

Purpose:

Request approval to renew Cleaning Service Agreements with Vanguard and Coverall for the cleaning service at the Library, Tennis and Fitness Center, and West Hills Social Commons.

Background:

Vanguard and Coverall Companies have provided cleaning services for these locations for the past four years through an annual agreement. Both organizations are in good standing, provide good service and are reliable. Currently, Coverall provides services at the Library, and Vanguard provides services at the West Hills Social Commons and Tennis/Fitness Center. Both contracts end on December 31, 2023.

The city received two bids per site; Coverall and Vanguard were the lowest.

Budget Impact:

Library

- Coverall: \$30,240, a little less than a 3% increase from 2023
- Vanguard: \$38,340

WHSC/Tennis and Fitness Center

- Vanguard: \$46,320 no increase from 2023.
- Coverall: \$48,120

Staff Recommendation:

Staff recommends approving the agreements with Vanguard (WHSC and Tennis and Fitness Center) and Coverall (Library).

Attachments:

1. 2024 Bid Results for Cleaning Service
2. Vanguard Service Agreement 2024
3. Coverall 2024 Library Proposal

Cleaning Service Bid Results

Company	Library	Yearly Total	WHSC	Tennis and Fitness	WHSC And TF	Yearly Total
Coverall	\$ 2,520.00	\$ 30,240.00	\$ 1,860.00	\$ 2,150.00	\$ 4,010.00	\$ 48,120.00
Vanguard	\$ 3,195.00	\$ 38,340.00	\$ 1,650.00	\$ 2,210.00	\$ 3,860.00	\$ 46,320.00

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

The undersigned Client hereby accepts the proposal for janitorial services with the following terms and conditions as defined by
SPLIT ROCK MANAGEMENT - dba VANGUARD CLEANING SYSTEMS OF MINNESOTA

Account/Location

City of Owatonna
540 West Hills Circle
Owatonna, MN, 55060

1. Beginning **Jan 1, 2024 - December 31, 2024**, VANGUARD CLEANING SYSTEMS OF MINNESOTA ("Company") will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" as follows (please initial): **(Plus applicable Sales Tax)**

Initial here

SERVICE FREQUENCY:
Five Times Per Week

SERVICE TYPE:
Evening Cleaning

MONTHLY RATE:
Senior Place: \$1,650.00
Tennis Center: \$2,210.00

2. Client accepts that the services and all associated responsibilities for performance to be provided under the Service Schedule will be transferred by Company to an independently-owned Vanguard Cleaning Systems of MN Service Provider ("Service Provider"). The Service Provider will execute services outlined in this Service Contract in accordance with the Service Schedule as agreed upon by the Client and the Company. Client further acknowledges and agrees that the Company does not dictate or monitor the Service Provider's labor hours and that the Service Providers manage operate their independently owned businesses.
3. The contract price shown in the above Monthly Rate is applicable for one year from the date of this Agreement for the services identified on, and to be delivered at the intervals provided in the Service Schedule. The price is subject to adjustment based upon substantial changes in cleanable square footage, occupancy, or cleaning requirements. After one year from the service start date, Company reserves the right to apply a 5.0-8.0% cost of living increase; such increases would be provided in writing 30-days prior to implementation.
4. Either Client or Company can cancel this Agreement by issuing a 30-Day advance written notice of cancellation to the other party. Any modification to this Agreement must be in writing and signed by the Client and Company. Company reserves the right to cancel or suspend services for non-payment at any time. Monthly Rate is inclusive of labor, cleaning equipment (vacuums, mops, brooms, buckets, etc.) and supplies (chemicals, cloths, etc.). Carpet Shampoo, Stripping/Waxing of VCT, Scrubbing/Recoating of VCT, and Window Cleaning services are available upon request at an additional charge. Optional consumable supply procurement is available as a value-add, and Client would be invoiced for the items purchased on a separate line itemed invoice.
5. Standard terms are Net-30 from the date of invoice for recurring monthly cleaning services. **NEW CUSTOMERS MUST COMPLETE AND RETURN THE NEW ACCOUNT FORM PRIOR TO START OF SERVICES.** A commercial account credit review may be conducted, and low credit ratings may result in alternative terms outside of our standard Net-30 terms. Client will be invoiced each month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10th of the month in which they are due are delinquent and subject to a service charge or immediate suspension of services without liability. Credit cards are accepted for payment with a **3.5% administrative fee** added to each transaction processed. For accounting and communication purposes, please provide the appropriate billing contact information below:

BILLING CONTACT

BILLING CONTACT EMAIL

BILLING CONTACT PHONE

6. **Services are not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge or if the Service Schedule and pricing quote specifically include noted holidays. For accounts with service frequencies less than 3X/week, customer has the option to communicate directly with the Service Provider to determine if an alternative service date is needed. For accounts with service frequencies at or above 3X/week, no alternative services dates are warranted. The contract price is not prorated or reduced for non-performance of services on the noted holidays.**
7. Client will deliver to Company with a signed copy of this Agreement and the Company will provide Client with a copy of the fully executed agreement.
8. Client understands that Service Provider cannot make an agreement on Company's behalf or bill the Client directly for any services and that all discussions regarding invoicing and billing of services must come through the Vanguard Cleaning Systems office.
9. Client understands that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, Client and its affiliates may not contract for the services referenced in the above Service Schedule directly or indirectly with the Service Provider, or any individual or entity that directly or indirectly, whether partially or fully, owns or is owned or operated by the Service Provider.
10. Client will issue the Vanguard Cleaning Systems Service Provider:

SET(s) OF KEYS WITH

KEYS PER SET

KEY CARD(s)/KEY FOB(s)

NO KEYS/ACCESS GRANTED

TERMS ACCEPTED BY:

City of Owatonna

Vanguard Cleaning Systems of Minnesota

Signer's Title

Signer's Title

Date Signed

Date Signed

Legal Business Name

Federal Tax ID #

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

LEVEL ONE SCOPE OF WORK: PREPARED FOR CITY OF OWATONNA

	SUN	MON	TUE	WED	THU	FRI	SAT	M/Q
GENERAL								
Empty wastebaskets and replace liners as needed (plastic liners supplied by the City). All waste to be moved to a designated area; no waste to be thrown away unless clearly marked		x	x	x	x	x		
Clean and sanitize drinking fountains								W
Spot clean all interior windows to remove fingerprints								W
Completely clean all interior glass								W
Vacuum all traffic areas		x	x	x	x	x		
Vacuum wall to wall								W
Mop all chair mats								As needed
Dustmop or sweep all hard floors		x	x	x	x	x		
Spot clean spills and stains on carpets								As needed
Wet mop all hard floors		x	x	x	x	x		
Dust all accessible hi-lo horizontal surfaces including countertops, windowsills, heating vents, and furniture								W
Dry dust venetian blinds and file cabinets								M
Spot clean walls and doors								M
Clean marks from kick plates								M
Remove dust and cobwebs from ceiling, corners, return grates								Twice a month
Vacuum upholstered chairs and sofas and edge vacuum								M
Collect and appropriately dispose of recyclable material		x	x	x	x	x		
Vacuum conference/community rooms		x	x	x	x	x		
RESTROOMS								
Clean mirrors and chrome fittings		x	x	x	x	x		
Clean and sanitize sinks and countertops		x	x	x	x	x		
Clean and sanitize toilets (outside and inside)		x	x	x	x	x		
Clean and sanitize urinals (outside and inside)		x	x	x	x	x		
Empty wastebaskets and liners		x	x	x	x	x		
Replace wastebasket liners		x	x	x	x	x		
Metal partitions and walls completely scrubbed, clean exhaust/ceiling vents								W
Spot clean metal partitions and walls		x	x	x	x	x		
Restock restroom supplies (City provides)		x	x	x	x	x		
Sweep restroom floors		x	x	x	x	x		
Mop and sanitize restroom floors		x	x	x	x	x		

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT AND SERVICE SCHEDULE

LEVEL ONE SCOPE OF WORK: SENIORPLACE BUILDING

	SUN	MON	TUE	WED	THU	FRI	SAT	M/Q
MAIN ENTRY AND RECEPTION AREA								
Spot clean all entry glass		x	x	x	x	x		
Completely clean entrance door glass								W
Vacuum mats		x	x	x	x	x		
Clean marks from kick plates (not all marks are removable)		x	x	x	x	x		
Tile – sweep/dust/mop		x	x	x	x	x		
Tile – wet mop								W
Sweep and damp mop stairs		x	x	x	x	x		
Clean and sanitize all stair railings		x	x	x	x	x		
Clean trophy case glass		x	x	x	x	x		
LUNCHROOM/CAFETERIA								
Empty all waste containers		x	x	x	x	x		
Clean and disinfect tables		x	x	x	x	x		
Clean chairs		x	x	x	x	x		
Clean countertops		x	x	x	x	x		
Clean sink and chrome fixtures		x	x	x	x	x		
Sweep and wet mop tile floor								Twice a week
Spot clean walls								Twice a week



Customized Service Plan and Proposal

Prepared for:

City of Owatonna Library

**105 N Elm Avenue
Owatonna, MN 55060**

By:

Jose Payes of Coverall
Franchised Business Owner
and
Chris A. LaBreche
Franchise Dev. Consultant

Date: September 29, 2023

www.coverall.com



September 29, 2023

City of Owatonna Library
Aaron Fitzloff
105 N Elm Avenue
Owatonna, MN 55060

Aaron,

Thank you for talking with Jose and I about your cleaning program and your business needs. We have created a proposal based on your discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Respectfully,

Chris A. LaBreche

Chris A. LaBreche
Franchise Development Consultant
(952) 814-1010 | (612) 286-7880 (mobile)
Christopher.LaBreche@coverall.com

Initials: _____/ _____

Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

Company: City of Owatonna Library
Phone: (507) 456-5588
Contact: Aaron Fitzloff

Email: Aaron.Fitzloff@ci.owatonna.mn.us
Address where service will be performed: 105 N Elm Avenue, Owatonna, MN 55060
Frequency of Regular Service: 5x per week

Total Cleanable Area: 9000 square feet

Areas to be serviced:

Entrance Areas

Hallways

Restrooms

Library Bookshelf areas

Offices & Staff Break Room

Small Staff Kitchen Area

Stairs

Elevators

Initials: _____/ _____

Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

Dusting and Disinfecting

Over the years we've learned that there's more to cleaning than just appearance. The Coverall® System leads the industry in cleaning at a deeper level to help reduce the spread of illness-causing germs.

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Surfaces - Detail Clean Thoroughly dust and clean accessible horizontal and vertical surfaces, fixtures and office furniture such as file cabinets, desks, credenzas, counter tops, sinks, display units, and window sills.	5x per week
Damp Wipe and Disinfect High Touch Points Clean and disinfect high touch points such as light switches and door knobs. Clean both sides of main entrance glass doors.	5x per week
Damp Wipe and Disinfect Counters and Sinks Damp wipe and disinfect counters and sinks in areas other than restrooms or kitchens.	5x per week
Clean Internal Glass or Mirrors - Spot Clean Spot clean internal partition glass or mirrors to remove smudges and fingerprints.	5x per week
Damp Wipe and Disinfect Telephones Damp wipe and disinfect desktop telephones.	1x per week
Damp Wipe and Disinfect Drinking Fountains and Water Coolers Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers.	5x per week
High and Low Dusting Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month
Dust Vertical or Horizontal Blinds Clean vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per quarter
Vacuum Furnishings or Wet Wipe Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per month

Carpet and Floor Care

Extra attention for your carpets and hard floors using commercial grade vacuums to improve air quality by capturing up to 99.97% of dust, dirt, bacteria, mold, yeast and particles as small as 0.3 microns.

INCLUDED TASKS	FREQUENCY
Vacuum Carpet – Spot Clean Spot vacuum visible soil from carpets on days when wall-to-wall vacuuming is not scheduled.	3x per week
Wall-to-Wall Vacuum Carpet - Detail Clean Detail vacuum accessible carpeted areas with approved vacuum cleaner.	2x per week

Initials: _____ / _____

Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by capturing up to 99.97% of dust, dirt, bacteria, mold, yeast and particles as small as 0.3 microns.

INCLUDED TASKS	FREQUENCY
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	5x per week

Trash

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customers trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week

Kitchen Areas

The Color Coding for Health® Program uses microfiber towels and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Counters, Tables and Sinks- Detail Clean Thoroughly damp wipe and disinfect counters, tables and sinks.	5x per week
Damp Wipe and Disinfect Refrigerator - Spot Clean Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	5x per week
Damp Wipe and Disinfect Microwave(s) - Detail Clean Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	5x per week
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customers trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week

Initials: _____ / _____

Restroom Service

Coverall Franchised Businesses use EPA-registered, hospital-grade disinfectant products, recommended by the Centers for Disease Control and Prevention (CDC) to limit the spread of germs especially in restrooms.

INCLUDED TASKS	FREQUENCY
Clean and Disinfect Restrooms • Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals and counter tops. • Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. • Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. • Restroom Mirrors: Polish all chrome and mirrors. • Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. • Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.	5x per week

Closing Tasks

INCLUDED TASKS	FREQUENCY
Clean and organize the janitor closet	5x per week
Turn off lights as instructed	5x per week
Lock doors and windows as instructed	5x per week
Set alarms as instructed	5x per week

Initials: _____ / _____

Coverall Value Summary

Cleaning technology has considerably changed over the last decade. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Your Top Priorities:

- 1: Floors
- 2: Public Areas
- 3: Restrooms

Monthly Service Price for your Coverall® Service Plan: \$ 2520.00

With the Coverall® Program you will get:



A HEALTHY CLEAN

Unique cleaning program helps reduce the spread of illness, germs and odors



HOSPITAL-GRADE DISINFECTANTS

EPA-registered cleaning chemistries are safe and proven to kill germs



RELIABLE SERVICE

Communication, fast response and consistent cleaning are important



BACKGROUND CHECKS

Coverall Franchised Business Owners meet strict System requirements



ATTENTION TO DETAIL

Locally owned and operated independent Coverall Franchised Businesses follow a detailed service plan of cleaning tasks



BONDED AND INSURED

Commercial General Liability and Surety Bond



COMPETITIVE PRICING

We show you exactly how your pricing is determined based on industry standards



ONE-STOP SHOP FOR SPECIAL SERVICES

Floor and carpet care programs, plus other services to keep your facility looking great

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business.

Initials: _____ / _____



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement - 400 Alexander Drive SW -
FoamCraft Packaging

Purpose:

Approval of the stormwater facility maintenance agreement with FoamCraft Packaging for their expanded facility located at 400 Alexander Drive SW.

Background:

The City requires that on-site stormwater management must be maintained by the property owner to meet the requirements of the MS4 permit held by the City. The property owner agrees to the terms and conditions as outlined in the attached agreement.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Agreement - FoamCraft Packaging

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this 10th day of November, 2023, by Robert & Donna Ayers hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as 17-479-0105, PT OF LOT 1 BLOCK 1 OWATONNA INDUSTRIAL PARK 3. **Exhibit A: (ATTACH LEGAL DESCRIPTION)**

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the site plan known as "FoamCraft Packaging 2023 Building Addition prepared by Jones Haugh & Smith Inc.", hereinafter called the "plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Property Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Owatonna, MN require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/ Structural Best Management Practices (BMP) facilities, as shown on the Plan and implemented to meet requirements of Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Property Owner shall provide an attachment to this agreement the required Maintenance Plan, as-built drawings, and certification that the BMP has been constructed properly as required by the City of Owatonna Stormwater Management Ordinance No. 52.00 at end of project.
2. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified in the submitted plan.
3. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
4. The Property Owner, its successors, and assigns, shall at all time, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
5. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
6. The Property Owner, its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.

7. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the practice is found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.
8. The Property Owner, its successors, and assigns, hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under, and through the property for the purpose of inspecting the facilities. The Property Owner also grants the City the access to inspection and maintenance records conducted by the Property Owner.
9. The City shall provide the Property Owner, its successors, and assigns, a notice including copies of any inspection findings, a directive to commence with needed repairs, improvements, or modifications and a deadline to complete the repairs.
10. The Property Owner, its successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
11. In any event the Property Owner, its successors, and assigns, fails to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owner, its successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.
12. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
13. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, its successors, and assigns, agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner, his or her heirs, successors, and assigns, and any other successors in interests, in perpetuity.

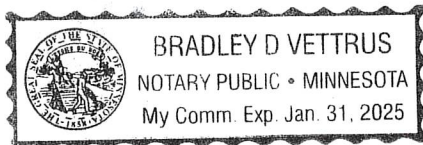
Property Owner: Robert and Donna Ayers

By: [Signature]

Its: Owner

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 10 day of November, 2028, by Robert Ayers, the owner of _____, a limited liability company under the laws of the State of Minnesota on behalf of the company.



[Signature]
Notary Public

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Thomas A. Kuntz, the Mayor of the City of Owatonna, and by Kris M. Busse, the Administrator of the City of Owatonna, a municipality under the laws of the State of Minnesota on behalf of the City.

Notary Public

Drafted By:
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

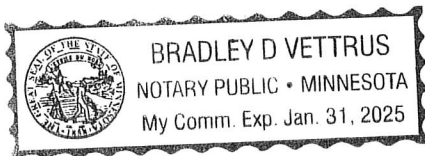
Property Owner: Robert + Donna Ayers

By: Donna Ayers

Its: Owners

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 10 day of November, 2028, by Donna Ayers, the Owner of _____, a limited liability company under the laws of the State of Minnesota on behalf of the company.



Bradley Vetrus
Notary Public

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Thomas A. Kuntz, the Mayor of the City of Owatonna, and by Kris M. Busse, the Administrator of the City of Owatonna, a municipality under the laws of the State of Minnesota on behalf of the City.

Notary Public

Drafted By:
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Abstract of Title

To the following real estate in Steele County, State of Minnesota

No. 1.

Abstract certified to the following:

All that part of Lot 1, Block 1, Owatonna Industrial Park No. 3,
lying East of the following described line:

Commencing at the northeast corner of said Lot 1; thence South
88°59'40" West, assumed bearing 450.60 feet along the north line
of said Lot 1 to the True Point of Beginning; thence South
00°36'20" East 497.00 feet along a line parallel with the west line
of said Lot 1 to the south line of said Lot 1; and there terminating.



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Liability Coverage Waiver - League of Minnesota Cities Insurance Trust (LMCIT)

Purpose:

Each year when the city renews its property and liability insurance policy with the League of Minnesota Cities Insurance Trust (LMCIT), it must decide on whether or not to waive the statutory tort liability limits to the extent of the coverage purchased.

Background:

Currently Minnesota Statute limits a city's tort liability to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. The limits apply whether the claim is against the city, against an individual officer or employee, or against both. These limits only apply to claims in which the statutory tort limits apply.

The LMCIT gives cities options for structuring their liability coverage. The city can choose either to waive or not to waive the monetary limits that Minnesota Statutes 466.04 provides. If the city does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limit applies. If the city waives the statutory tort limits, a single claimant could potentially recover up to \$2.0 million.

It is in the best interest of the city not to waive the statutory tort liability limits.

Budget Impact:

No impact on the current budget if the city does not waive the limits.

Staff Recommendation:

Staff recommends that the Council approves the recommendation not to waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04

Attachments:

1. Liability-Coverage-Waiver-Form

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____



PURPOSE MEMO

TO: HONORABLE MAYOR & CITY COUNCIL

FROM: Deanna Sheely, Communications Manager

DATE: December 19, 2023

SUBJECT: Crisis Communication Plan

Purpose:

City Council approval of a Crisis Communication Plan for the City of Owatonna. The plan provides guidance and tools for all departments to use to develop communications in crisis situations. It will serve as one component of future emergency preparedness training provided through the Human Resources, Fire and Police Departments. It will be saved in a central location with other emergency preparedness documents for relevant staff to access.

Background:

In 2021, an internal audit of strategic communication and engagement practices identified the need for the City of Owatonna to adopt a Crisis Communication Plan. Being prepared to communicate with stakeholders in a crisis is essential to the City of Owatonna's mission to ensure quality public services for all who live and work in the community and its Key Focus Area of Efficient Effective Government.

The City Administrator, Communications Manager and Department Directors collaborated to develop a Crisis Communication Plan which contains:

- Examples of crises which may warrant a strategic communication plan
- Objectives of crisis communications
- Audiences identified as those to consider targeting in a crisis
- Background of staff training
- Considerations that will help shape communications in specific crises
- Listing of staff who could be relied on to form a Crisis Communication Team and their roles
- Process for developing crisis communications
- Training expectations
- Budget considerations
- Measuring effectiveness of crisis communications
- Crisis Incident Assessment Worksheet
- Crisis Communication Channels with Checklists and Assignments

- Key Messages Worksheet
- Spokesperson guidelines
- Protocol for Crisis Response Notifications
- Additional resources
- Communication deliverables table

Budget Impact:

None.

Staff Recommendation:

Approve the City of Owatonna's Crisis Communication Plan.

Attachment(s):

City of Owatonna Crisis Communication Plan



Crisis Communication Plan

DRAFT

Introduction:

Communicating with the public, employees, news media and other stakeholders is always essential. However, it is especially important during crises and emergencies. It is a key driver of managing the City's reputation and instilling confidence. Crisis communications situations may impact safety or health of community members, impact delivery of City services, present a legal liability or impact the credibility or image of the organization or its leaders.

Accurate information communicated in an honest, straightforward, non-defensive and timely manner portrays competency and trustworthiness. Underreacting or overreacting to a crisis may create additional crises and lead to missed opportunities to tell the story about the organization's commitment to its mission.

This Crisis Communication Plan provides for quick, effective sharing of information during incidents occurring amidst a whirlwind of activity. It establishes guidelines and a process for quickly developing, coordinating and disseminating crisis information to the public, media, elected officials and/or employees. It is designed to be flexible enough to be used in a variety of situations requiring immediate external or internal communications response. It provides a course of action for responding in a manner appropriate to the situation.

A crisis is any situation that has the potential to threaten the integrity or reputation of the City as a result of negative media or community attention. These situations may interfere with building hours operations and include the specific examples below.

Public Safety:

- Incidents in which potential hazards exist
- Significant property damage has occurred
- Natural disasters
- Active shooting or bomb threat
- Fire
- Gas or water main leak
- Serious vehicle accident or injury
- Illness or infectious disease
- Theft of physical or intellectual assets
- Breach of secure data or cybercrime
- Civil unrest or protest
- Terrorism

Employees:

- Legal dispute
- Personnel or union issues
- Confidentiality breach
- Human error
- Misconduct or crime
- Non-compliance
- Information Technology security or data breach
- Former employee tragedy or misconduct

Crisis Communications Objectives:

- Inform audiences in a timely, accurate, appropriate and consistent manner during a crisis.
- Ensure the City is represented through aligned and strategic communications.
- This plan can be adapted for a wide range of crisis situations to:
 - Warn of dangers, their effects and proper countermeasures.
 - Coordinate the release of public information with other agencies or businesses involved.
 - Instruct the public on survival and recovery measures.
 - Increase individuals' capability to survive and recover.
 - Control rumors and provide reassurance about emergency operations.
 - Instruct the public on disaster and recovery services and procedures.
- Provide effective communications to help keep people safe, protect the City's reputation and maintain trust with stakeholders.
- Listen to those involved, acknowledge concerns/impact, correct errors in communications occurring outside the City's control, provide facts and recommended actions.
- Define pre-approved processes, roles, responsibilities and channels for crisis communications.

Audiences:

- Internal: City Council, Mayor, Board & Commission members, volunteers, employees
- External: General public, County and State elected officials, neighbors, media contacts, Owatonna School District (public and private education centers), contractors

Background/Situation Analysis:

FEMA's Incident Command System (ICS) training has been provided for the City Administrator, Finance Director, Community Development Director, Police Chief and Fire Chief. ICS is part of emergency preparedness and security planning. This system includes a Public Information Officer (PIO) on its Command Staff. An audit of the ICS training requirements was done by the Fire Chief in 2022 to determine the additional training that needs to be provided for other members of the Emergency Operations Team.

Current Challenges/Considerations:

When developing the deliverables for each specific crisis, the following challenges or considerations should be documented:

- What are the concerns or issues that may affect the participants or outcomes?
- Are there extenuating circumstances or outside events to consider?
- Are there unintended consequences that might occur? If so, what are they and how will they be mitigated?
- Over what period of time will communications need to begin and conclude?

- Who can help or hurt the effectiveness of this plan?
- Whose support must the plan have?
- What existing knowledge does the audience(s) have of the topic/project and what attitudes exist?
- Why would the audience(s) want to pay attention to this topic/project?
- What messages are unique to employees and when should they be delivered?
- Do messages need to be made available in other languages, sign language, using visual aids rather than words?
- How do messages need to evolve as the crisis continues or as public feedback indicates is needed?

Crisis Communication Team:

The crisis communications team will be assembled at the onset of a crisis to assess availability and assign specific roles. The City's primary Public Information Officer (PIO) is typically the Communications Manager. However, the City Administrator or a Department Director may serve in this role. The Police Department also has a PIO who serves in this role specifically for Police Department matters.

- Mayor/City Council Members:
 - Serve as spokespersons during media conferences, briefings and interviews
- City Administrator:
 - Provide direction regarding crisis response
 - Serve as spokesperson during media conferences, briefings and interviews
- Communications Manager:
 - Maintain this plan and the communication channels and processes identified within it
 - Manage the strategy, messaging, timing and distribution of communications during a crisis
- Emergency Manager:
 - Provide emergency response training for relevant staff
 - Coordinate National Incident Management System (NIMS) training
 - Liaison with Steele County emergency management staff
- Incident Commander:
 - Responsible for overall incident response
 - Assigned specifically for each crisis situation
- Information Technology Department staff:
 - Maintain technology systems used for crisis communications
 - Assist with deploying and monitoring incoming and outgoing messages
- Department Directors:
 - Serve as subject matter experts to provide content
 - Serve as spokespersons during media conferences, briefings and interviews
 - Serve as a back-up to the City Administrator
- Fire and Police Department staff (includes Police Department PIO):
 - Maintain, train and drill emergency notification systems periodically
 - Provide content
 - Handle initial notifications
- Communications Task Force members, Administrative Specialist, Administrative Technicians in Police & Fire Departments:
 - Support the development and distribution of messages
 - Gather data, photos and other graphics to support messages
 - Track deliverables as they are executed
 - Monitor social media, emails, phone calls and other channels where community sentiment is expressed

- Serve as a back-up to the Communication Manager
- Legal Counsel:
 - Evaluate legal implications of communications
 - City attorney, labor employment attorney, League of Minnesota Cities attorneys

Process:

The crisis communications team will execute the following responsibilities in this specific order based on the escalation and nature of the incident. A team leader may be identified for the overall effort or for each responsibility. It is important to acknowledge the incident early to gain control of the messaging surrounding it.

1) Notifications

- a. The person who learns of the crisis first will notify the department Director, City Administrator and Communications Manager immediately.
 - i. The City Administrator (or designee) will then notify Department Heads, Communications Manager and/or elected officials as appropriate. The process for broader notifications is outlined in [Emergency Operations Team documents](#).
 - ii. Communications Manager (or designee) will activate a portion or all of this plan to support a specific crisis response.

2) Determine Scope & Assess Risks

Consider the impacts of whether to or not to activate a partial or full crisis communication plan and whether communicating or not communicating about the incident could cause harm to anyone.

- a. Monitor traditional and social media coverage.
- b. Assess whether media inquiries have been received.
- c. Consider how visible the incident is to the public and who is aware of it.

3) Activate Crisis Communication Plan

The Communications Manager (or designee) will activate the plan by taking the following steps:

- a. Consult with first responders or others who have knowledge of the situation to complete the Crisis Incident Worksheet.
- b. Complete the Crisis Communication Channels Checklist and Assignments to specify which channels are expected to be used and who is available to execute them.
- c. Complete the Key Messages Worksheet.
- d. Identify spokesperson(s) and provide them with Spokesperson Guidelines and key messages.

4) Manage News Media

- a. Remind employees, as appropriate, to refer media inquiries according to the guidelines provided in the [Personnel Policy and Procedures Manual](#).
- b. Allow phone calls from media contacts to go to voicemail if additional time is needed to prepare a response plan and/or key messages.
- c. Monitor voicemail and email to assess the level of response needed and if a media release, briefing or more individual response(s) are best.
- d. Remember that anything spoken or written may be quoted.
- e. Be helpful and friendly, remembering that the City is depending on the media to reach its intended audience(s) with important messages pertaining to the incident.
- f. Make sure the tone and demeanor reflect the nature of the crisis.
- g. Establish clear roles and expectations: "We will provide a briefing at (time)." "I am not the right person to speak on this matter. However, (name, title) will be available to answer your questions at (time)."
- h. Establish a media staging/briefing area located out of the direct view of the incident.

- i. Collect information such as names, media outlet, contact information.
- j. Always maintain professionalism and composure.
- a. Consider capturing video or photo coverage of the area and share it with media rather than granting them access. Also, post clips or shots on social media or website.

5) Manage Internal Communications

- a. Determine how, when and what to communicate with internal audiences to enhance safety and confidence.
- b. Provide messages to internal audiences keeping in mind they may share them externally.

6) Ongoing Assessment

The crisis communications team will evaluate the plan on an ongoing basis to ensure it is appropriate for the incident as it evolves. Considering the following questions, adjustments may be required.

- a. Is the right type of and level of information being communicated?
- b. Is the information being distributed prior to key audiences requesting it?
- c. What reoccurring questions are being asked?
- d. What criticism is being received about the situation or how it's being managed?
- e. How supportive are key audiences?
- f. Has traditional and social media coverage been accurate? If not, do any inaccuracies need correcting?
- g. Has traditional and social media coverage been mostly positive/supportive or negative/critical?
- h. Does the situation appear to be improving, worsening or staying the same?
- i. Could this incident lead to any other issues?

7) Post-crisis Assessment

- a. Gather feedback to assess positives and identify areas for improvement.
- b. Consider final communication to key audiences providing a summary of the incident.
- c. Evaluate traditional and social media coverage, feedback received from key audiences, outside agencies.
- d. Determine whether additional training is needed for spokespersons or crisis communications team members.
- e. Consider whether communication channels are lacking or ineffective.

Training

Emergency Manager coordinates NIMS training for those involved with crisis response. This is conducted through periodic training exercises to help improve preparedness, understand expectations and increase confidence. Following the training, attendees are asked if it helped prepare them for a crisis, if areas for improvement in their work area were identified and for suggested scenarios for future training. The training program is outside the scope of this plan.

Budget

No specific funding has been set aside to communicate about crises. As needed, various Cost Centers will be identified to provide funding for external costs which may include design, writing, photography, videography, etc.

Measurements of effectiveness:

Communications response to every crisis will be evaluated to discover improvements in this plan and implement changes to create ongoing improvements in preparedness. The following will be used to measure the effectiveness of the communication plan:

- Surveys

- Social media activity
- Email or other general correspondence from stakeholders
- Crisis polling with key populations
- Town hall meetings, focus groups
- Media monitoring

Crisis Incident Assessment Worksheet

What happened?	
Where and when did it happen?	
What was the cause?	
How did we become aware?	
Are there injuries? If so, what is the extent and to how many and who?	
Is there any damage? If so, how significant?	
Is everyone accounted for?	
Is there any impact on the public? Staff? Surrounding neighbors?	
Is there any environmental impact?	
Is evacuation or limited access being considered or in progress?	
What is the extent of potential liability, embarrassment or loss of confidence in the City?	
Are there potential lingering dangers or risks?	
Are any external parties on site? Protestors? Media? Emergency responders?	
Has there been any contact with the media?	
Has there been any social media activity?	
Should any City events or activities be cancelled?	
What actions are recommended? Who should report to or stay at work? Where should employees go?	

Crisis Communication Channels Checklist and Assignments

See [Standard Operating Procedures & Templates](#) for each Channel

Instructions: Document below which channels are expected to be used for the incident for each target audience and who is available to execute them. Channels should be selected based on the audience targeted, their preferences, turn-around time to deploy, the expected duration of the incident, cost, amount of detail and expected frequency of updates. Consider creating and utilizing a QR code to provide an effective way to share information.

Channel	Contacts	Audience(s)	Description
<i>Civil Defense System</i>	Primary: Incident Commander (contacts Steele/Rice 911 Dispatch Center) Back-up: On-duty Fire commander Second back-up: Fire Chief	General Public in the vicinity of sirens	23 Sirens, Public Address System located at fairgrounds, Lake Kohlmier, River Springs Water Park, Brooktree Golf Course
<i>Collateral material</i>	Primary: Communications Manager Back-up: Administrative Technician in Fire Department Second back-up: Administrative Technician in Police Department	Media, General Public, Staff, visitors	Posters, flyers, sandwich board signs, direct mail may be used following the incident to provide information about prolonged impact
<i>IPAWS Integrated Public Alert Warning System EAS Emergency Alert System</i>	Primary: Police/Fire personnel (contact Steele/Rice 911 Dispatch Center)	General Public	Emergency alert scroll preempts programming on television and radio stations Must provide the content to Dispatch Message limitations and guidelines are available through FEMA
<i>IPAWS Integrated Public Alert Warning System WEA Wireless Emergency Alert</i>	Primary: Police/Fire personnel (contact Steele/Rice 911 Dispatch Center)		Cell phone voice and text messages sent to mobile devices within geofenced areas Must provide the content to Dispatch Message limitations and guidelines are available through FEMA
<i>Email</i>	Primary: Communications Manager	Media, staff, external stakeholders	Cannot be relied upon for immediate

	Back-up: Human Resources Manager Second back-up: Administrative Specialist		notifications as it is dependent on recipients opening and reading Distribution lists: All City Employees All City Council
Events/Meetings	Primary: Deanna Back-up: Jeanette Second Back-up: Rachel	Media, staff	
Everbridge	Primary: Police/Fire personnel (contact Steele/Rice 911 Dispatch Center)	General Public (if they have opted in or if landline is in the White Pages)	Welcome to Steele County, MN (steelecountymn.gov) Rice and Steele County - Citizen Alerts - Sign up (everbridge.net) OPD Command Staff manage OPD users and can send alerts Can set up lists for all City employees, supervisors, etc.
Media Alerts	Primary: Communications Manager Back-up: Human Resources staff Secondary back-up: Administrative Specialist for Administrative Services Department		WCCO https://minnesota.cbslocal.com/cancellations/
Media Releases	Primary: Communications Manager Back-up: Administrative Technician in Fire Department Second back-up: Administrative Technician in Police Department	Media, General Public	Initial release to be completed and distributed within 15 minutes of notification Consider additional releases to reply to media inquiries not covered in the initial release or as additional information becomes available
Phone System	Primary: IT Director Back-up: IT Department staff Second back-up: IT Department staff	Staff	Outgoing emergency contact capability Can be integrated with other channels
SharePoint/Teams	Primary: Department Directors	Staff	Use for holding virtual meetings

	Back-up: IT Department staff Second back-up: Human Resources Department staff		
Social Media (Facebook, Twitter, Flickr, LinkedIn, Vimeo, YouTube, SnapChat)	Primary: Communications Manager Back-up: Communications Task Force Second back-up: IT Director	Media, General Public, Staff, visitors	Initial post to be completed within 30 minutes of notification Repeat the last post or post updates every half hour Cancel all pre-scheduled posts and inform those with access to post that there is a moratorium on all non-crisis related posts Post a final message at the conclusion of the incident
TV monitors	Primary: Police PIO Back-up: Administrative Technician in Police Department Second back-up:	Staff, visitors	Located only at the Police Department Closed circuit
TV Monitors in businesses	Primary: Communications Manager (contacts Scott Limberg) Back-up: Communications Task Force Second back-up: Library Director	Community members who are currently in a place of business where monitors are located	Limberg Productions
Talking Points/PowerPoint presentations	Primary: Communications Manager Back-up: Communications Task Force Second back-up: Administrative Technician in Police Department	Media, General Public, Staff, visitors	Created for spokespersons to use when granting media interviews or conducting a news conference
Website	Primary: IT Director Back-up: Communications Task Force Second back-up: Evidence Technician in Police Department	Media, General Public, Staff, visitors	Banner/alert bar, scrolling banner, news story, dark pages

Key Messages Worksheet

All content will either be created or approved by the City Administrator, a Department Director and/or the Communications Manager prior to distribution. In addition, legal approval may be prudent for incidents involving compliance or liability. Key messages will be developed for each specific crisis with the following in mind:

- The tone will convey compassion, ethical decision-making, empathy and professionalism
- Must be accurate, not speculative, as well as timely and contextual
- The same tone, culture and values should be reiterated throughout the messages
- Repeating key messages in various way and across multiple communication channels builds trust, empathy and goodwill
- Address the informational and emotional needs of target audiences as well as any past experiences with similar crises
- Limit the number of key messages to three with as many as three factual statements for each message
- Include examples to support key messages whenever possible

Description:	At (time) today, (incident) occurred at (location) What we know at this time, is....
Establish credibility:	The City is aware of/managing the situation We have, and will continue to, thoroughly evaluate the situation and take action as needed and appropriate
Acknowledge impact:	We (regret/apologize/recognize) this incident is impacting (individuals/groups) We are disappointed that... We sympathize with those who are impacted by this incident We are all deeply impacted by this tragedy We, like everyone involved, are concerned about the situation and frustrated by the many uncertainties we are dealing with at this time
Convey preparedness:	However, we have plans in place for such incidents, which allowed us to...take action/refer to City policies or ordinances/procedures/emergency planning provide guidelines for such incidents
Describe steps taken:	City leadership has addressed this incident by... We have taken immediate corrective actions to ensure... To prevent this from reoccurring/continuing/becoming more severe, we have... Having identified a gap in our..., we have already begun... To ensured continuation of City services, we are...
Identify collaborations:	We are working with (public safety officials/city, county, state, federal government officials/agency) to address the situation
Reflect Mission, Vision, Values:	The City's vision, to enhance the quality of life, serves as the foundation for the City's four Key Focus Areas of Infrastructure, Economic Vitality, Quality of Life, and Efficient, Effective Government We are committed to maintaining a safe (community/information network/environment) for our (community/staff)
Express appreciation:	I want to thank (staff/emergency responders/neighbors/event attendees/drivers) for their (support/patience/response) during this difficult situation

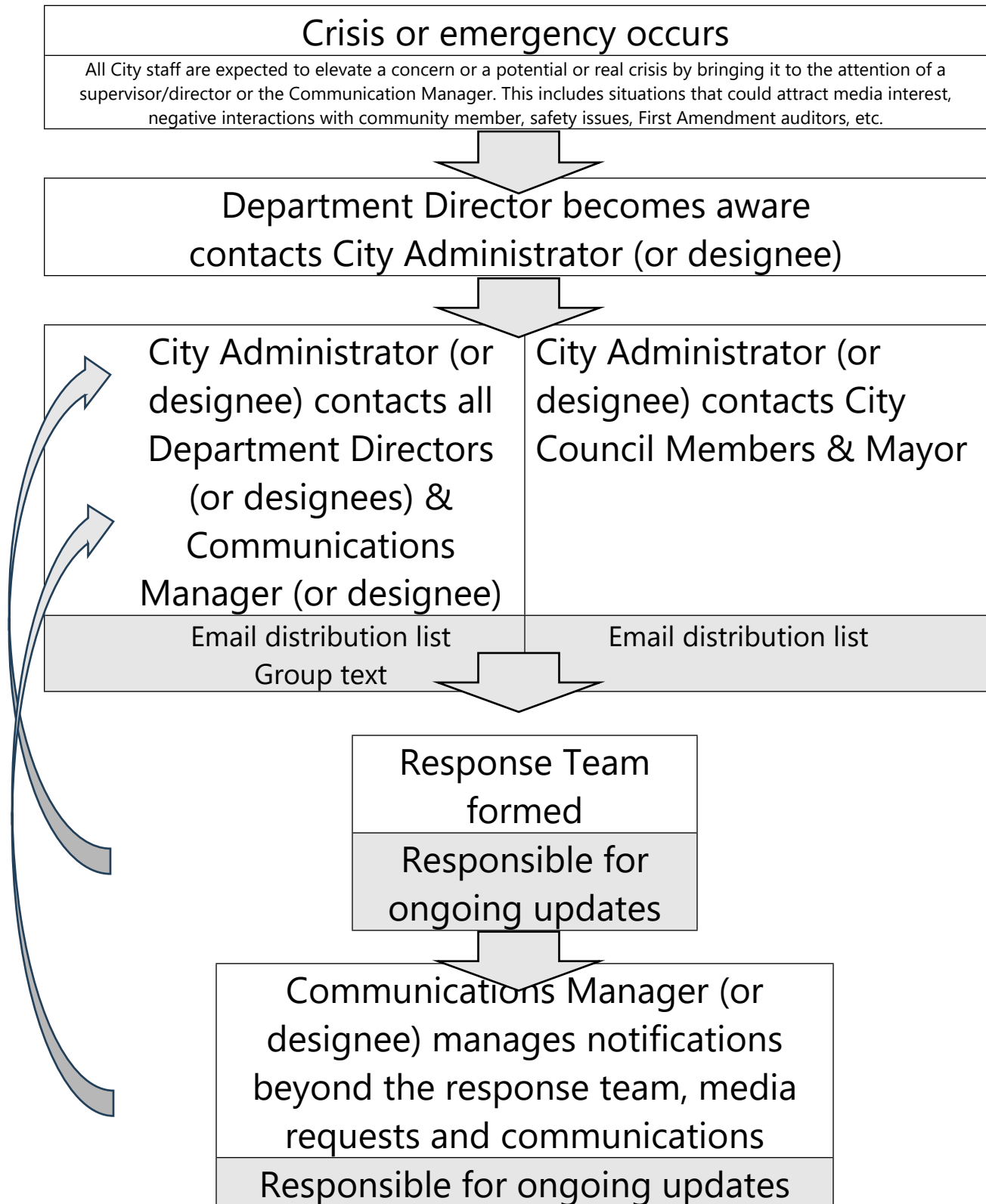
Establish expectations:	We will provide additional information through (briefing/news release/website updates/social media posts) at (time)
Address uncertainties:	We are unable to provide that information at this time but will as soon as it becomes available I don't have that information; however, I will look into it and follow up What we know at this time, is that... That information is unknown at this time; it is being evaluated by...
Responding to difficult questions:	What I can share at this time is... I have nothing to add at this time regarding this topic

Spokesperson Guidelines

The spokesperson's main role is to channel information regarding a crisis or event to key audiences. The spokesperson should be authorized to make statements on behalf of the City of Owatonna. Typically, the spokesperson is the City Administrator, a Department Director or a trained PIO. Spokesperson(s) will be selected based on the level of the crisis as well as who is involved and available. Spokesperson(s) should be seen as objective. Some incidents may warrant two spokespersons – an administrator to deliver high-level messages and subject matter(s) expert to deliver messages about additional details. Spokespersons must have completed media training prior to the crisis.

- You are speaking on behalf of the City rather than on your own personal behalf
- Deliver messages and reply to questions keeping in mind you are speaking to the public rather than to media contact(s)
- Speak calmly
- State your name, title and spell your first and last name
- Know your key messages, rehearse them, state them early in the interview, briefing or conference
- Make sure your tone and demeanor reflect the nature of the crisis and, if appropriate, convey empathy for those impacted
- State only what is known at the time
- Only provide factual information
- Avoid speculation and making predictions
- Avoid using industry jargon and acronyms
- Avoid stating personal opinions
- Avoid saying "no comment"
- It is acceptable to reply to a question with "I am unaware of..." "I don't know..." "I will look into that and provide that information as soon as possible by..."
- Repeat key messages multiple times and whenever you are uncertain how to reply to a question
- Always maintain professionalism and composure
- Use moderate head and hand movements
- Assume the camera and/or microphone is always on recording audio and/or video even if it appears the interview, briefing or conference hasn't begun or has concluded

Protocol for Crisis Response Notifications



Additional Resources

[2024-2026-Strategic-Plan \(owatonna.gov\)](#)

[Strategic-and-Comprehensive-Communication-Plan-PDF \(owatonna.gov\)](#)

[Mayor & City Council | Owatonna, MN](#)

Information Technology Department Incident Response Checklist

Agencies:

- Steele County
 - www.steelecountyemergency.com
 - [Mitigation | Steele County Emergency Management](#)
 - [Geographic Information Systems \(GIS\) \(steelecountymn.gov\)](http://steelecountymn.gov)
 - [Response Phase of a Disaster | Steele County Emergency Management](#)
- [American Red Cross](#)
- Minnesota Department of Public Safety has a PIO resource available to Fire and Police Departments. To access this resource, the Incident Commander can make the request via the State Duty Officer at 651-649-5451 or 1-800-422-0798.
- League of Minnesota Cities provides guidance and back-up for communications activities.
Lmc.org/crisisguide
Lmc.org/memberlearn

Weather Events:

- SPC HREF Ensemble Viewer - [Link](#)
- NWS Twin Cities Winter Weather Page - [Link](#)
- Weather Prediction Center - [Link](#)
- Point Specific Forecast Page - [Link](#)

Internal & external deliverables: (yellow indicates completed)

Deliverable	Description	Date	Responsible	Status
Channel(s) from the list above	What message needs to be communicated at a certain point	When this message needs to be delivered	Who is involved with executing	Not begun/Waiting for.../In progress/Completed

RECAP:

\$	106,175.41	Bosch Automotive - economic development TIF (year 2 out of 9)
	958,471.15	Building Systems Holdings-Energy Infrastructure upgrade-Merrill Hall thru Nov 2023
	352,976.36	Costco - economic development TIF (year 2 out of 9)
	110,588.31	Cybex Intl - economic development TIF (year 6 out of 7)
	77,209.90	Daikin Applied Americas - economic development TIF (year 2 out of 9)
	82,671.04	Daikin Applied Americas - economic development TIF (year 8 out of 9)
	45,043.22	Equity Growth - 111 Vine Apt bldg - redevelopment TIF (year 4 out of 26)
	25,105.21	Fareway Stores - hospital redevelopment TIF (year 9 out of 26)
	33,587.40	Horizon Commercial Pool Supply-filtration & pump replace-pay est #4
	21,337.64	Kerry Inc - economic development TIF (Year 7 out of 9)
	174,281.00	League of MN Cities Ins Trust- workers comp premium
	22,423.52	Mound Owatonna - Mound St Apt bldg redevelopment TIF (year 2 out of 25)
	22,494.32	Owatonna Area Chamber of Commerce - Oct 2023 lodging tax
	26,459.79	Pro-Pet economic development TIF (year 6 out of 9)
	25,982.25	Rice Lake Construction Group - main lift station coating pipes
	20,752.90	South Pointe II - 18th St SW Apt bldg redevelopment TIF (year 2 out of 10)
	29,908.21	South Pointe Owatonna - 18th St SW Apt bldg redevelopment TIF (year 5 out of 14)
	129,344.14	Viracon - economic development TIF (year 9 out of 9)
	<u>327,278.92</u>	OTHER EXPENDITURES
\$	<u><u>2,592,090.69</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					
375974	12/19/23	ACRE	134.87	0	Regular
375975	12/19/23	ADVANCED ENGINEERING & ENVIRON	444.00	0	Regular
375976	12/19/23	ALEXANDER LUMBER COMPANY	179.60	0	Regular
375977	12/19/23	AMERICAN RED CROSS	19.50	0	Regular
375978	12/19/23	APG MEDIA OF SO MINNESOTA LLC	617.47	0	Regular
375979	12/19/23	ARAMARK UNIFORM SERVICES INC	312.23	0	Regular
375980	12/19/23	ARROW ACE HARDWARE	385.96	R	ACH
375981	12/19/23	ASBESTROL INC	503.90	0	Regular
375982	12/19/23	AVFUEL CORPORATION	12,696.51	R	ACH
375983	12/19/23	B & B COLE PROPERTIES LLC	8,890.95	R	ACH
375984	12/19/23	BADGER SWIMPOOLS	5,661.82	0	Regular
375985	12/19/23	BAKER & TAYLOR BOOKS	1,408.68	R	ACH
375986	12/19/23	BCT MINNEAPOLIS	44.04	0	Regular
375987	12/19/23	BIZZY BEE CLEANING LLC	1,120.00	0	Regular
375988	12/19/23	BLACKSTONE PUBLISHING	346.52	R	ACH
375989	12/19/23	BOSCH AUTOMOTIVE SERVICE SOLUT	106,175.41	0	Regular
375990	12/19/23	BUILDING SYSTEMS HOLDINGS LLC	958,471.15	R	ACH
375991	12/19/23	CARQUEST	1,360.07	0	Regular
375992	12/19/23	CEMSTONE CONCRETE MATERIAL LLC	3,288.75	0	Regular
375993	12/19/23	CEMSTONE PRODUCTS CO	31.43	0	Regular
375994	12/19/23	CENGAGE LEARNING INC/GALE	182.77	R	ACH
375995	12/19/23	CENTRAL FARM SERVICE	4,020.98	0	Regular
375996	12/19/23	CHOSEN VALLEY TESTING	939.00	0	Regular
375997	12/19/23	CINTAS	59.94	0	Regular
375998	12/19/23	COALITION OF GREATER MN CITIES	75.00	0	Regular
375999	12/19/23	CONTINENTAL RESEARCH CORP	79.99	R	ACH
376000	12/19/23	COSTCO WHOLESALE CORPORATION	352,976.36	0	Regular
376001	12/19/23	COVERALL OF THE TWIN CITIES	2,455.00	0	Regular
376002	12/19/23	CUMMINS INC	1,119.78	R	ACH
376003	12/19/23	CURT'S TRUCK & DIESEL SERVICE	1,349.19	R	ACH
376004	12/19/23	CYBEX INTERNATIONAL INC	110,588.31	0	Regular
376005	12/19/23	D & M CONSTRUCTION LLC	16,251.80	R	ACH
376006	12/19/23	DAGGETT TIM	6,687.60	R	ACH
376007	12/19/23	DAIKIN APPLIED AMERICAS INC	159,880.94	R	ACH
376008	12/19/23	DAVID BARTHOLOMAY	751.95	R	ACH
376009	12/19/23	DEMCO	18.46	0	Regular
376010	12/19/23	DEML FORD INC	527.00	0	Regular
376011	12/19/23	DK ENTERPRISES OF AUSTIN INC	693.00	0	Regular
376012	12/19/23	EARL F ANDERSEN & ASSOC	1,064.92	0	Regular
376013	12/19/23	EBSCO INFORMATION SERVICES	4,630.92	R	ACH
376014	12/19/23	EMPLOYEE STRATEGIES INC	4,375.00	R	ACH
376015	12/19/23	EQUITY GROWTH	45,043.22	0	Regular
376016	12/19/23	EVERSTRONG CONSTRUCTION INC	5,000.00	0	Regular
376017	12/19/23	FAREWAY STORES INC	25,105.21	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
376018	12/19/23	FARRELL EQUIP & SUPPLY CO INC	785.00	0	Regular
376019	12/19/23	Fifth Asset Inc	9,500.00	R	ACH
376020	12/19/23	FIREPLACE CONNECTION	472.00	0	Regular
376021	12/19/23	FIRST SUPPLY OWATONNA	1,746.90	R	ACH
376022	12/19/23	FIRST SUPPLY OWATONNA	297.15	0	Regular
376023	12/19/23	FLAHERTY & HOOD PA	1,250.00	R	ACH
376024	12/19/23	FOREMOST PROPERTIES	6,270.68	0	Regular
376025	12/19/23	FOUR SEASONS ELECTRIC	18,658.86	R	ACH
376026	12/19/23	FULLSTEAM HOLDINGS LLC	571.00	R	ACH
376027	12/19/23	GRAINGER	111.98	R	ACH
376028	12/19/23	GREATLAND CORPORATION	99.00	0	Regular
376029	12/19/23	HDS LLC	3,305.00	R	ACH
376030	12/19/23	HEIMAN INC	6,122.48	R	ACH
376031	12/19/23	HILLYARD INC	2,193.31	0	Regular
376032	12/19/23	HORIZON COMMERCIAL POOL SUPPLY	33,587.40	R	ACH
376033	12/19/23	HORNUNG'S GOLF PRODUCTS INC	34.38	0	Regular
376034	12/19/23	HUBER SUPPLY CO INC	311.99	0	Regular
376035	12/19/23	IFACS	97.46	R	ACH
376036	12/19/23	INNOVATIVE OFFICE SOLUTIONS	276.70	0	Regular
376037	12/19/23	JOHNSON CONTROLS INC	430.68	0	Regular
376038	12/19/23	KERRY INC	21,337.64	0	Regular
376039	12/19/23	KOWZ-FM	417.00	R	ACH
376040	12/19/23	LAWSON AUTOMOTIVE LLC	1,923.23	0	Regular
376041	12/19/23	LAWSON PRODUCTS	1,103.83	0	Regular
376042	12/19/23	LEAGUE OF MN CITIES INS TRUST	174,281.00	0	Regular
376043	12/19/23	LEARNING OPPORTUNITIES INC	21.45	0	Regular
376044	12/19/23	LEGACY SIGNS INC	447.00	R	ACH
376045	12/19/23	LIBRARY IDEAS LLC	10,973.00	0	Regular
376046	12/19/23	LINDER DIGITAL	1,000.00	0	Regular
376047	12/19/23	M-R SIGN CO INC	4,986.75	0	Regular
376048	12/19/23	MANKE'S OUTDOOR EQUIP & APPL	105.91	R	ACH
376049	12/19/23	MARCO TECHNOLOGIES LLC	368.94	R	ACH
376050	12/19/23	MARTIN-MCALLISTER	3,000.00	0	Regular
376051	12/19/23	MATTHEW R HOKANSON	3,626.10	R	ACH
376052	12/19/23	METRO SALES INC	547.57	0	Regular
376053	12/19/23	METRONET SYSTEMS HOLDINGS LLC	108.36	R	ACH
376054	12/19/23	MID-AMERICAN RESEARCH CHEMICAL	755.46	0	Regular
376055	12/19/23	MIDWEST TAPE LLC	1,556.13	0	Regular
376056	12/19/23	MIKE'S MARINE & SMALL ENG REP	8.03	0	Regular
376057	12/19/23	MIKE'S REPAIR	1,351.00	R	ACH
376058	12/19/23	MN DEPT OF LABOR AND INDUSTRY	200.00	0	Regular
376059	12/19/23	MN DRIVER & VEHICLE SERVICES	15.25	0	Regular
376060	12/19/23	MN PUBLIC EMPLOYEES ASSOC	3,168.00	R	ACH
376061	12/19/23	MOHS CONTRACTING INC	4,317.00	0	Regular
376062	12/19/23	MOODY'S INVESTORS SERVICE INC	14,500.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
376063	12/19/23	MOUND OWATONNA LLC	22,423.52	0	Regular
376064	12/19/23	MRI SOFTWARE LLC	100.00	R	ACH
376065	12/19/23	MTI DISTRIBUTING INC	760.74	R	ACH
376066	12/19/23	NAPA AUTO PARTS	1,282.62	R	ACH
376067	12/19/23	NEOGOV	6,529.25	R	ACH
376068	12/19/23	NORTHFIELD NEWS	96.75	0	Regular
376069	12/19/23	NORTHLAND FARM SYSTEMS	1,769.43	0	Regular
376070	12/19/23	OLYMPIC FIRE PROTECTION CORP	65.00	R	ACH
376071	12/19/23	OPG-3 INC	205.00	0	Regular
376072	12/19/23	OVERHEAD DOOR CO	7,340.00	R	ACH
376073	12/19/23	OWATONNA AREA CHAMBER OF COMM	22,494.32	0	Regular
376074	12/19/23	OWATONNA FLOOR COVERING	11,625.64	0	Regular
376075	12/19/23	OWATONNA METAL RECYCLING	15.20	R	ACH
376076	12/19/23	OWATONNA MOTOR COMPANY	9,122.15	0	Regular
376077	12/19/23	OWATONNA PUBLIC UTILITIES	2,539.48	R	ACH
376078	12/19/23	PDI	45.30	0	Regular
376079	12/19/23	PERFORMANCE FOODSERVICE-TWIN C	287.77	0	Regular
376080	12/19/23	PLUNKETT'S PEST CONTROL INC	473.50	R	ACH
376081	12/19/23	PRIME GARAGE DOOR & MORE LLC	3,640.00	0	Regular
376082	12/19/23	PRO-PET LLC	26,459.79	0	Regular
376083	12/19/23	QUALITY EQUIP SALES & SERVICE	1,717.07	0	Regular
376084	12/19/23	RENT N SAVE PORTABLE SERVICES	2,612.05	R	ACH
376085	12/19/23	RICE LAKE CONTRACTING CORP	25,982.25	R	ACH
376086	12/19/23	RL HOLDINGS	6,009.57	0	Regular
376087	12/19/23	SAFE-FAST INC	119.00	R	ACH
376088	12/19/23	SANCO EQUIPMENT	1,694.43	R	ACH
376089	12/19/23	SCOTT F LIMBERG	650.00	R	ACH
376090	12/19/23	SELCO	2,323.78	R	ACH
376091	12/19/23	SHERWIN WILLIAMS COMPANY	615.31	0	Regular
376092	12/19/23	SHI CORP	2,140.32	0	Regular
376093	12/19/23	SHI International Corp	6,286.32	0	Regular
376094	12/19/23	SHRED RIGHT	40.00	0	Regular
376095	12/19/23	SIGN PRO OF OWATONNA	25.00	0	Regular
376096	12/19/23	SOUTH POINTE II LLC	20,752.90	0	Regular
376097	12/19/23	SOUTH POINTE OWATONNA	29,908.21	0	Regular
376098	12/19/23	SPARETIME ENTERTAINMENT	5,922.00	0	Regular
376099	12/19/23	SPHERION STAFFING LLC	696.00	0	Regular
376100	12/19/23	STATE INDUSTRIAL PRODUCTS	529.00	0	Regular
376101	12/19/23	STEELE COUNTY RECORDER	480.00	0	Regular
376102	12/19/23	STEELE COUNTY TREASURER	11,969.50	0	Regular
376103	12/19/23	STEWART COMPANIES INC	108.30	0	Regular
376104	12/19/23	STEWART SANITATION	1,413.61	0	Regular
376105	12/19/23	SURGICALLY CLEAN AIR	8,580.00	R	ACH
376106	12/19/23	SYNCHRONY BANK - LOWE'S	1,157.39	0	Regular
376107	12/19/23	TAFT STETTINIUS & HOLLISTER LL	4,050.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
376108	12/19/23	TEMPLE ELECTRIC MOTOR SERV INC	567.00	R	ACH
376109	12/19/23	TEREX SERVICE	1,559.60	0	Regular
376110	12/19/23	TERRACON CONSULTANTS INC	1,951.25	R	ACH
376111	12/19/23	TEXAS REFINERY CORP	512.50	R	ACH
376112	12/19/23	TJD REPAIR & SERVICE	90.20	0	Regular
376113	12/19/23	UNIQUE PAVING MATERIALS CORP	4,489.70	R	ACH
376114	12/19/23	UNITED STATES GOLF ASSN	150.00	0	Regular
376115	12/19/23	UNITED WAY	105.00	0	Regular
376116	12/19/23	UTILITY CONSULTANTS INC	1,358.89	R	ACH
376117	12/19/23	VENTURE HYDRAULICS INC	1,002.77	R	ACH
376118	12/19/23	VERIZON WIRELESS	702.41	0	Regular
376119	12/19/23	VIRACON	129,344.14	0	Regular
376120	12/19/23	WALBRAN & FURNESS CHARTERED	9,447.50	R	ACH
376121	12/19/23	WASECA COUNTY HWY DEPT	22.22	0	Regular
376122	12/19/23	WASTE MANAGEMENT OF WI-MN	164.83	0	Regular
376123	12/19/23	WEST COAST NETTING INC	698.88	0	Regular
376124	12/19/23	WEST PUBLISHING CORPORATION	581.43	R	ACH
376125	12/19/23	WHKS & CO	1,372.18	R	ACH
376126	12/19/23	WHKS & CO	2,150.00	R	ACH
376127	12/19/23	XCEL ENERGY	268.30	0	Regular
376128	12/19/23	ZEP MANUFACTURING CO	284.60	R	ACH

93	Checks total:	1,230,752.47
62	ACH total:	1,361,338.22
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
155	GRAND TOTALS	2,592,090.69



CITY OF
OWATONNA

Resolutions



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sydnee Stroeing, Planning Specialist
SUBJECT: Resolution 118-23: VAR-13 Duplex Lot Size - 139 Rice St W

Purpose:

Council approval of Resolution 118-23 for VAR-13. This is a request received by Michael Spitzack for a lot size variance on an 8,712 square-foot lot where 10,000 square feet is the required minimum lot size for a two-family dwelling in the R-6, High Density Residential District.

Background:

See Staff Report. The Planning Commission recommends approval of this variance.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 118-23.

Attachments:

1. Resolution -118-23 VAR-13 Duplex Lot Size - 139 Rice St W
2. Staff Report w PC Minutes - VAR-13

RESOLUTION NO. 118-23
A RESOLUTION APPROVING VARIANCE VAR-13

WHEREAS, Application VAR-13, by Michael Spitzack, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling on the R-6, High Density Residential District and legally described as follows:

Lot 7, Block 24, Original Town (now City) of Owatonna, Steele County, Minnesota
; and

WHEREAS, The Planning Commission held a public hearing on December 12, 2023 and recommended approval of VAR-13; and

WHEREAS, on December 19, 2023, the City Council accepted and approved Variance VAR-13, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-13 Staff Report.

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

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

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

Aye __; No __; Absent __.

Approved and signed this ____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

December 12, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-13, by Michael Spitzack, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-6, High Density Residential District. Section 157.028 (A) states the minimum lot size requirements for the residential zoning districts.

Application Review:

Applicant/Owner: Michael Spitzack

Location of Property: 139 Rice Street West

Zoning Map: R-6, High Density Residential District

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

Report Attachments:

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

Proposed Development:

- ◆ Application VAR-13, by Michael Spitzack, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-6, High Density Residential District for the property located at 139 Rice Street West.
- ◆ The zoning ordinance defines a two-family dwelling as a dwelling designated exclusively for occupancy by two families living independently of each other.
- ◆ A two-family dwelling in the R-6, High Density Residential District must have a minimum lot size of 10,000 square feet and a minimum lot area of 5,000 square feet per unit.
- ◆ Zoning ordinance requires that a use that has not been there for more than 180 days be brought into full compliance with the ordinance.
- ◆ According to the Fire Department, who administers the Rental Registration Program, the property was initially registered in 2005 with 2 units and renewed in 2008, 2011, 2013, and 2015. The license last expired in 2017 and has not been renewed since.
- ◆ Both units have two bedrooms, requiring a minimum of four parking stalls.
- ◆ There is a two-car garage on the property, as well as a gravel parking pad with two parking stalls.
- ◆ Staff has not heard from any neighbors regarding this request as of the date of this report.

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

Staff Review:

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

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

Planning Commission:

VAR-13, which is a request by Michael Spitzack for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for a minimum lot size for a two-family dwelling in the R-6, High Density Residential District for the property located at 139 Rice Street West was presented by Planning Specialist Sydnee Stroeing. (Refer to report on file.) Public hearing opened at 5:33 pm. Applicant and owner, Michael Spitzack, said this has been rented out as long as he's owned it since 2019. He's pretty sure the previous owners were renting it out. They've had no issues with tenants or received any complaints. Public hearing closed at 5:34 pm. Eickhoff said we seem to get a lot of these requests. He asked if there is any fine or penalty for all the extra work. Kruschke said if they end up having to send out enforcement letters they do, otherwise it's just the application fees. The Fire Department has some on their side. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of this Variance request with the following provisions:

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than two units at any one time.

- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.

All Commissioners voting Aye, the motion carried.

139 Rice St W
City of Owatonna



November 21, 2023

Site 



1:3,000

1 in = 250 ft

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

139 Rice St W
City of Owatonna



November 21, 2023

Site 



1:900
1 in = 75 ft

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

Site Plan – 139 W Rice St., Owatonna, MN 55060

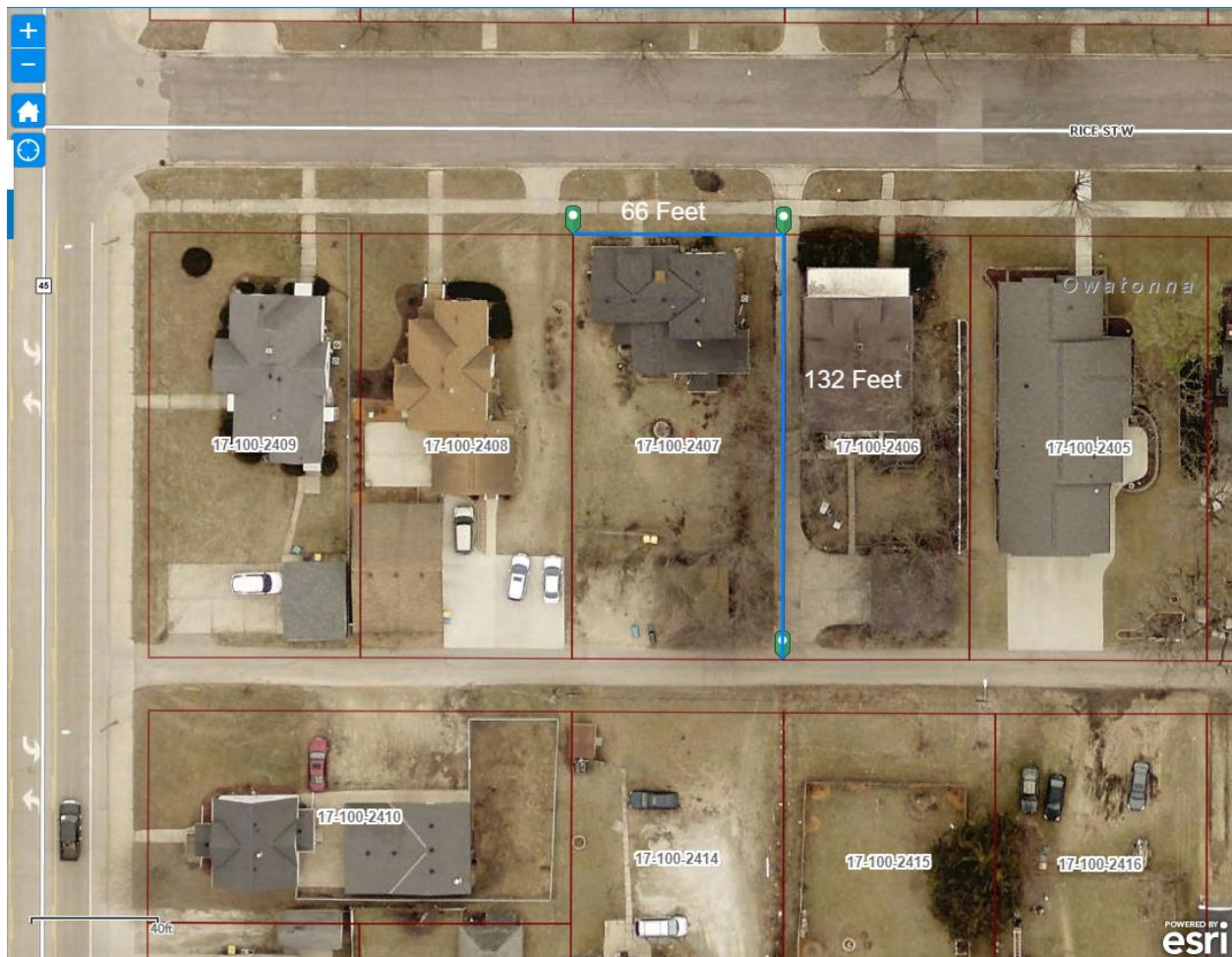
Property Area: 8,712 Sq Ft

Buildings:

- Side-by-side duplex with two units
 - Unit 1 is a 2 bed/1.5 bath
 - Unit 2 is a 2 bed/1 bath
- Two car garage

Parking Stalls:

- 4 parking stalls total accessible by alley on south side of property
 - 2 in garage
 - 2 on gravel parking pad



City of Owatonna, Minnesota
Planning & Zoning
540 West Hills Circle, Owatonna, MN 55060
507-444-4300

Letter of intent for a Minimum Lot Size requirement variance for: Michael Spitzack & Chase Blum
139 W Rice Street, Owatonna, MN 55060
Zoning: R-6 - HIGH DENSITY RESIDENTIAL
Parcel ID: 17-100-2407

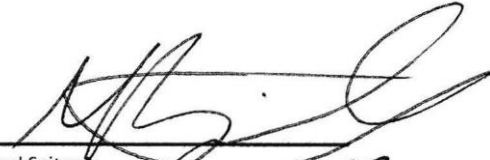
Dear Zoning and Planning Members,

I am requesting a variance from the ordinance which requires a minimum lot size requirement of 10,000 square feet for a multi-unit dwelling. The lot size is 8,712 square feet for the property address listed above. This is 1,288 square feet less than required for a two-unit dwelling, therefore I am seeking a minimum lot size reduction to obtain a rental license for this property.

We are asking for this variance for the following reasons:

- 1) The house on this property is a side-by-side duplex with separate entrances for each of the two units. The first is a 2 bedroom/1.5 bathroom unit, and the second is a 2 bedroom/1 bathroom unit. This property also has a garage that can accommodate 2 vehicles, and a gravel pad which can accommodate an additional 2 vehicles totaling 4 parking spaces.
- 2) Granting the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.
- 3) Granting the variance will have no effect on any adjoining properties nor cause any detriment to the community. However, the literal interpretation and strict application of this minimum lot size requirement ordinance would cause substantial undue and unnecessary hardship to the current property owners.

Thank you for your consideration,

X 

Michael Spitzack
Property Owner
11-16-23

X 

Chase Blum
Property Owner
11-16-23

Variance Application**Applicant****Primary Location****VAR-13**

 Michael Spitzack
 5072136042
@ mrspitzack@outlook.com

139 RICE ST W
Owatonna, 55060

Property Use**Applicant Is..**

Owner

Property Use

Other Uses

Legal Description

ORIGINAL TOWN BLK 24 LOT 7 ORIG TOWN

Is the work already completed or in progress?

No

What are you applying for?

Minimum lot size reduction

Why do you feel your request should be granted?

1) The house on this 8,712 sq foot lot is a side-by-side duplex with two units with separate entrances to each unit. The first is a 2 bed/1.5 bath unit, and the second is a 2 bed/1 bath unit. The property also has a garage that can accommodate 2 vehicles, and a gravel pad which can accommodate an additional 2 vehicles totaling 4 parking spaces.

2) Granting the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.

3) Granting the variance will have no effect on any adjoining properties nor cause any detriment to the community. However, the literal interpretation and strict application of this minimum lot size requirement ordinance would cause substantial undue and unnecessary hardship to the current property owners.



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sydnee Stroeing, Planning Specialist
SUBJECT: Resolution 119-23: VAR-14 Single-Family Converted Duplex Lot Size - 322 Elm Ave S

Purpose:

Council approval of Resolution 119-23 for VAR-14. This is a request received by Brycen Gregor, on behalf of Anna Lee, for a lot size variance on an 8,712 square-foot lot where 10,000 square feet is the required minimum lot size for a two-family dwelling in the R-6, High-Density Residential District. The rental property is currently licensed for one-unit occupancy, but the property owner would like to increase occupancy to two-units.

Background:

See Staff Report. The Planning Commission recommends approval of this variance.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 119-23.

Attachments:

1. Resolution 119-23 VAR-14 Duplex Lot Size - 322 Elm Ave S
2. Staff Report w PC Minutes - VAR-14

RESOLUTION NO. 119-23
A RESOLUTION APPROVING VARIANCE VAR-14

WHEREAS, Application VAR-14, by Brycen Gregor, on behalf of Anna Lee, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling on the R-6, High Density Residential District and legally described as follows:

Lot 10, Block 16, Original Town (now City) of Owatonna, Steele County, Minnesota
; and

WHEREAS, The Planning Commission held a public hearing on December 12, 2023 and recommended approval of VAR-14; and

WHEREAS, on December 19, 2023, the City Council accepted and approved Variance VAR-14, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-14 Staff Report.

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said variance be and the same hereby is approved with the following provisions:
 - a) The units shall be registered with the Rental Registration program.
 - b) The property shall not contain more than 2 units at any one time.
 - c) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
 - d) A code analysis by a MN Licensed Architect shall be submitted to the Building Inspections Department to determine approval of increased occupancy. In the case that alterations are required to increase occupancy to two units, building permits shall be applied for and approved of prior to alterations.
 - e) An approved parking plan that meets all applicable City Code requirements shall be submitted prior to installation of parking stalls.
 - f) The gate entrance for rear yard parking shall be moved to be located off the alley and a minimum of 20 feet from the east property line.

- g) The parking stalls shall be installed prior to the occupancy of a second unit.
- h) Debris and refuse shall be removed from the property or stored properly. The property shall be maintained in an adequate manner.
- i) All the above requirements shall be met before occupancy of a second unit is granted.

3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

December 12, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-14, by Brycen Gregor, on behalf of Anna Lee, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-6, High Density Residential District. Section 157.028 (A) states the minimum lot size requirements for the residential zoning districts.

Application Review:

Applicant/Owner: Brycen Gregor/Anna Lee

Location of Property: 322 Elm Avenue South

Zoning Map: R-6, High Density Residential District

Zoning Ordinance: Section 157.028 (A) states the minimum lot size requirements for the residential zoning districts. 157.053 states the off-street parking requirements.

Report Attachments:

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

Proposed Development:

- ◆ Application VAR-14, by Brycen Gregor, on behalf of Anna Lee, a request for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for minimum lot size for a two-family dwelling in the R-6, High Density Residential District for the property located at 322 Elm Avenue South.
- ◆ Property Background:
 - ❖ The dwelling is permitted for the occupancy of a single-family. There is a current rental license permitting one unit.
 - ❖ The property owner would like to increase the occupancy level of the dwelling to a two-family dwelling. The owner has applied for a new rental license for two units. This rental registration cannot be approved due to the lot size being less than what is required for a two-family dwelling. The applicant and property owner are requesting to vary from the minimum lot size requirement so that the rental application can be approved.
 - ❖ Tenants are currently parking on the grass in the rear yard via a gated entrance. The gated entrance is located on the northeast corner of the property and is not a permitted access. This gate entrance needs to be moved to be located off the alley and a minimum of 20' from the east property line to maintain traffic visibility.

There is also a parking area in the front of the property that is not surfaced. Parking areas are required to be surfaced with crushed rock, asphalt, or concrete.

- ❖ There have been previous neighbor concerns of multiple semi-trucks being parked in the rear yard of this property. City Code permits no more than one truck not to exceed gross capacity of 9,000 pounds; and recreational vehicles and equipment. Under no circumstances shall required parking facilities accessory to residential structures be used for the storage of commercial vehicles or equipment.
- ❖ There have been neighbor concerns of excessive refuse being stored in the rear yard and around the perimeter of the property. Refuse is required to be stored properly in a closed container or enclosed building. Outside storage of debris, refuse, or unwanted personal items is not permitted.
- ◆ Requirements of a two-family dwelling:
 - ❖ The zoning ordinance defines a two-family dwelling as a dwelling designated exclusively for occupancy by two families living independently of each other.
 - ❖ A two-family dwelling in the R-6, High Density Residential District must have a minimum lot size of 10,000 square feet and a minimum lot area of 5,000 square feet per unit.
 - ❖ To change the occupancy level of the dwelling, A MN Licensed Architect will need to provide a code analysis demonstrating how the property is or will be altered to provide for code compliant fire/utility separation, etc. to become a two-family occupancy. The Building Inspections Department will determine the final approval of permitting increased occupancy.
 - ❖ Parking
 - Studio and one-bedroom apartments require one stall per unit. Two bedrooms or greater requires two stalls per unit.
 - The current proposed/existing parking does not meet City Code requirements.
 - The minimum number of required parking stalls needs to be installed prior to allowing occupancy of an additional unit per City Code. The stalls and driveway accesses also must meet the Off-Street Parking Ordinance.
- ◆ Staff have heard concerns from neighbors about parking in the rear yard, debris in the rear yard and around the property, excessive foot traffic, and concerns for parking semi-trucks in the rear yard.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.
- ◆ A variance must stand on its own merits and may not be compared to other situations in which variances were granted.
- ◆ According to the ordinance, the Planning Commission shall make findings of fact based on the following.
 - ❖ That particular physical surroundings, shape, or topographical conditions of the specified parcel of land involved.
 - ❖ That the condition involved is unique to the particular parcel of land involved.
 - ❖ That the alleged difficulty or hardship is caused by this Ordinance and has not been created by any persons presently having an interest in the parcel.

- ❖ That the granting of the variation will not be detrimental to the public welfare or injurious to other land or improvements to the neighborhood.
- ❖ That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or interfere with the function of the Police and Fire Departments of the City.

Staff Review:

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

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 2 units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
- 4) A code analysis prepared by a MN Licensed Architect shall be submitted to the Building Inspections Department to determine approval of increased occupancy. In the case that alterations are required to increase the occupancy to two units, building permits shall be applied for and approved of prior to alterations.
- 5) An approved parking plan that meets all applicable City Code requirements shall be submitted prior to installation of parking stalls.
- 6) The gate entrance for rear yard parking shall be moved to be located off the alley and a minimum of 20 feet from the east property line.
- 7) The parking stalls shall be installed prior to the occupancy of a second unit.
- 8) Debris and refuse shall be removed from the property or stored properly. The property shall be maintained in an adequate manner.
- 9) All the above requirements shall be met before occupancy of a second unit is granted.

Planning Commission:

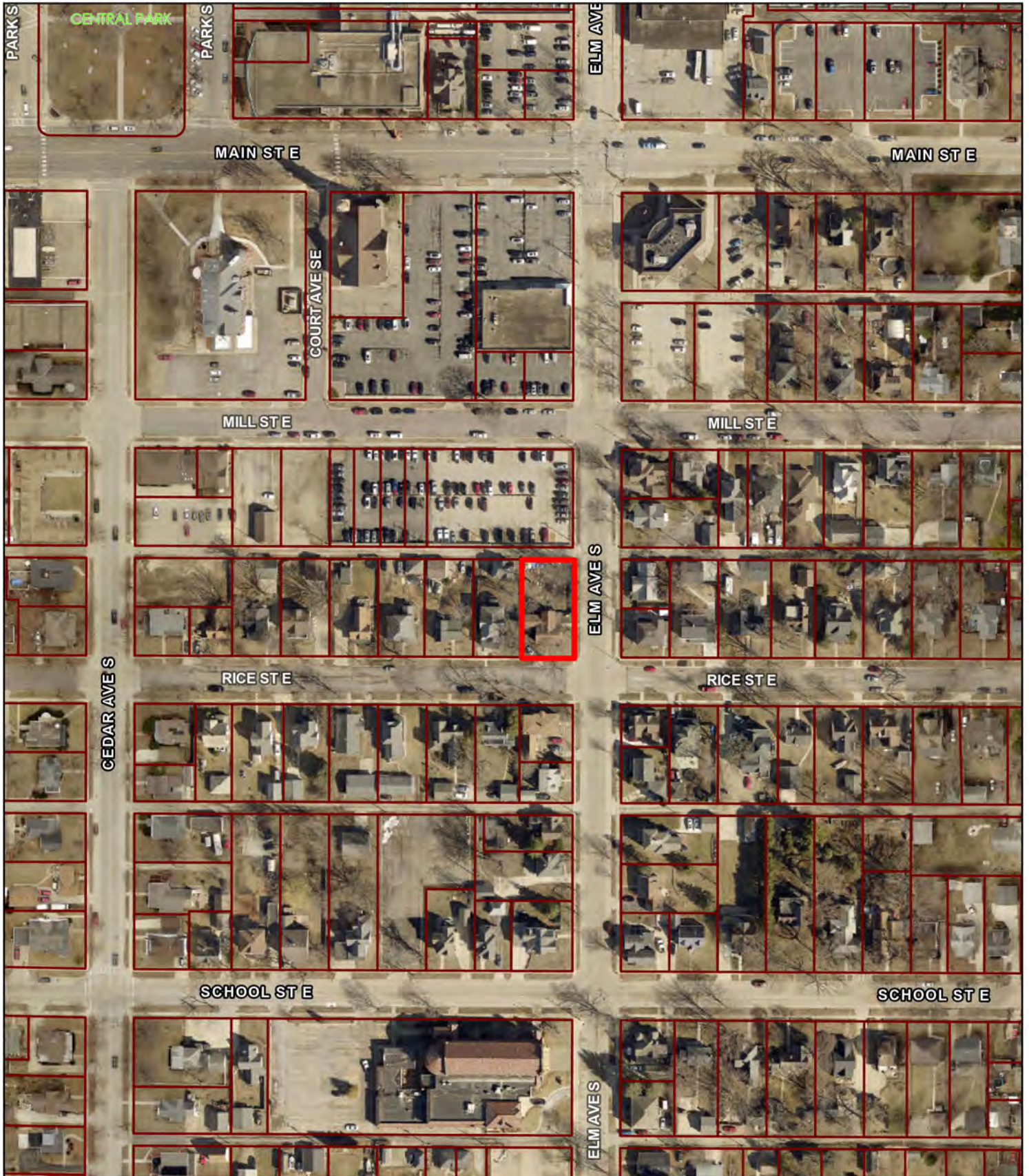
VAR-14, which is a request by Brycen Gregor, on behalf of Anna Lee, for a lot size variance on an 8,712 square foot lot where 10,000 square feet is required for a minimum lot size for a two-family dwelling in the R-6, High Density Residential District for the property located at 322 Elm Avenue South was presented by Planning Specialist Sydnee Stroeing. (Refer to report on file.) Public hearing opened at 5:41 pm. No comments were made regarding this request. Public hearing closed at 5:42 pm. Effertz asked if the lot size was common as both requests were the same size. Stroeing said that it's a fairly common size in that part of town. Kruschke said they have met with Brycen Gregor and Anna Lee last Friday. They had questioned if they could have three units and we informed them that it would be a completely separate request as this had already been noticed for two units. He said they let them know these are the requirements and if they weren't in favor of the conditions, they would recommend against this request. Wilson asked if a fence would require a building permit. Stroeing said a Zoning Permit is required if the fence is in an easement. There is no easement on this property, so no permit would be required. Wilson asked if they would need to add curb and gutter to the parking on the front. Kruschke said that is actually the back, off

the alley. The picture is a little disproportionate. The 45 gate off the alley doesn't work, so they need to do some work in the backyard. They have more room than the drawing shows. (Brycen Gregor and Anna Lee arrived at 5:44 pm.) Effertz asked if Ms. Lee is a new owner to the property. Anna Lee said she has owned this property for a while. Effertz said they've noticed some complaints on the refuse and asked if she's done anything to combat that. Ms. Lee said that was the last renter and they have cleaned it since. Peake said he thinks two units in this type of residence makes sense, and as long as the provisions are met, he doesn't see a problem with it. A motion was made by Eickhoff and seconded by Peake to recommend City Council approval of this Variance request with the following provisions:

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 2 units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process. If any repairs are needed, they shall be completed to be in full compliance with the Rental Registration License.
- 4) A code analysis prepared by a MN Licensed Architect shall be submitted to the Building Inspections Department to determine approval of increased occupancy. In the case that alterations are required to increase the occupancy to two units, building permits shall be applied for and approved of prior to alterations.
- 5) An approved parking plan that meets all applicable City Code requirements shall be submitted prior to installation of parking stalls.
- 6) The gate entrance for rear yard parking shall be moved to be located off the alley and a minimum of 20 feet from the east property line.
- 7) The parking stalls shall be installed prior to the occupancy of a second unit.
- 8) Debris and refuse shall be removed from the property or stored properly. The property shall be maintained in an adequate manner.
- 9) All the above requirements shall be met before occupancy of a second unit is granted.

Commissioners voting Aye: Springer-Gasner, Rooks, Eickhoff, Peake, Effertz. Commissioners voting No: Wilson. 5-1, the motion carried.

322 Elm Ave S
City of Owatonna



November 28, 2023

Site 



1:3,000

1 in = 250 ft

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

322 Elm Ave S
City of Owatonna



November 28, 2023

Site 



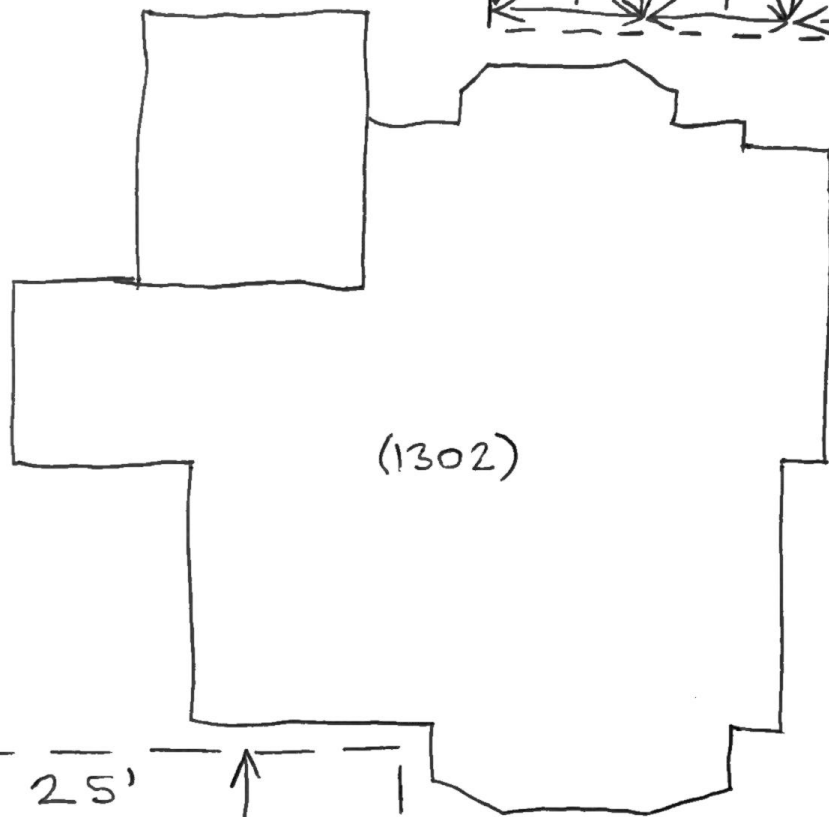
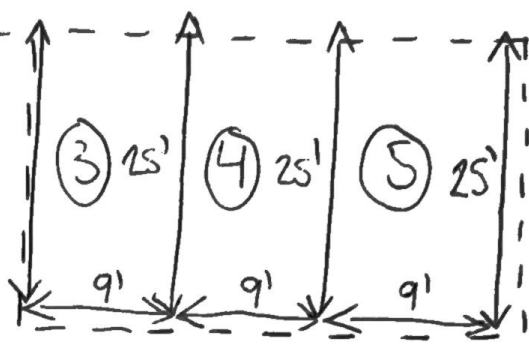
1:900
1 in = 75 ft

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

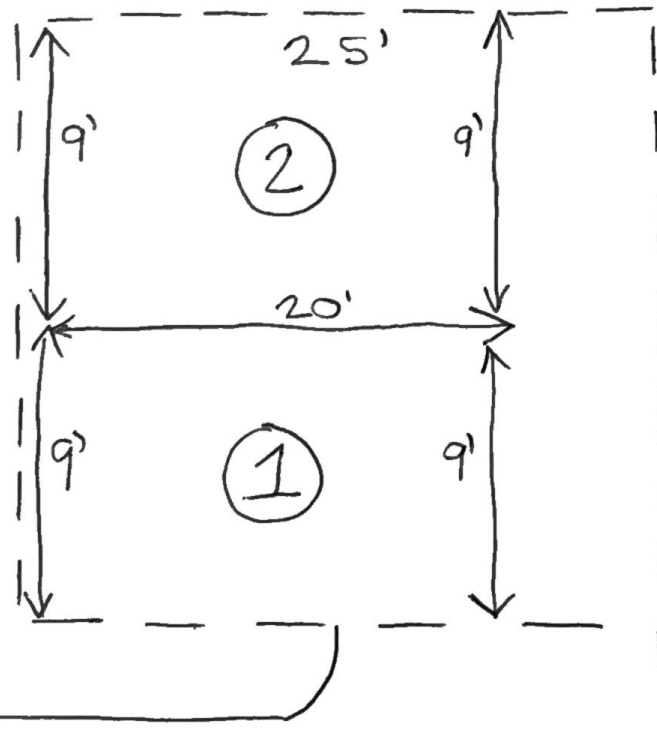
Parking

Alley

157.053D1 - 5 spaces



(1302)



②

①

(6,195)
open usable
w/o house or
parking

18'

Elm Ave S

Rice St E

322 Elm Ave South Owatonna, MN

Revert use of structure on parcel 17-100-161, Elm Ave South to two-family residential.

- Comply with City zoning ordinances and density regulations in an R-6 High-Density area (§ 157.028 DENSITY AND INTENSITY REGULATIONS.)
- Provide adequate parking for use under two-family occupancy (§157.053 OFF-STREET PARKING REQUIREMENTS)
- Request variance on minimum lot size Two-family dwelling (R-3 through R-B) from required 10,000 sqft to 8,712 sqft



I, the property owner at 322 Elm Ave South Owatonna, MN 55060 approve and am in favor of this request:

Signed: ^{Authentisign} Anna Lee
Date: 11/21/23

Variance Application

VAR-14

Applicant

 Brycen Gregor
 5075733709
 brycengregor@gmail.com

Primary Location

322 ELM AVE S
Owatonna, 55060

Property Use

Applicant Is..

Other

Property Use

Other Uses

Legal Description

BLK 16 LOT 10 ORIG TOWN

Is the work already completed or in progress?

No

What are you applying for?

Variance on minimum lot size to revert to two family residential zoning in an R6- High density area

Why do you feel your request should be granted?

4 out of 6 parcels on this block are two-family conversion occupancy, this structure has been occupied as a duplex previously with many qualities of the building existing in a two-family set up including entrance, curb stop, kitchen, and bathroom usage.













DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 120-23: Authorization to Sponsor Application for Federal Transportation Alternatives Program - East Side Corridor Trail

Purpose:

Council authorization to apply for a TAP (Transportation Alternatives Program) Grant to assist in the development of a trail segment along the future East Side Corridor, connecting the 26th St Trail and the 18th St Trail. The City will act as the sponsoring agency for the project known as the "East Side Corridor". Steele County is the lead agency on the project.

Background:

The East Side Corridor has been a long-discussed need in the County on the eastern edge of Owatonna. It has been identified in the City's 2006 Development Plan as well as the City's 2040 Transportation Plan. The project will include a multi-use trail that will create a connected loop of the City's trail system east of the Straight River. A letter of intent was submitted on November 3, 2023, and was reviewed and approved by MnDOT to submit a full application. The application deadline is January 12, 2024, for Grant Cycle 2028. Previous segments on 18th St from Linn Ave to Hayes Ave were awarded TAP grant funding and Letters of Support will be solicited from various organizations, groups, and officials as they were for previous TAP grant applications.

Budget Impact:

The Trail portion of the East Side Corridor is currently estimated at \$990,000, of which \$846,000 is grant-eligible and what will be requested in the application. There is a 20% local match with the grant leaving \$169,200 to be split between Steele County and City per agreement. The City and County are actively looking for other grant opportunities that may apply to the local match.

Staff Recommendation:

Staff recommends approval to proceed with the application for a TAP Grant.

Attachments:

1. Resolution 120-23 Sponsoring Agency - TAP Grant Application - East Side Corridor Trail

RESOLUTION NO. 120-23

RESOLUTION AUTHORIZING SPONSORING APPLICATION FOR
FEDERAL TRANSPORTATION ALTERNATIVES PROGRAM

BE IT RESOLVED that the City of Owatonna, Minnesota agrees to act as sponsoring agency for the project identified as the East Side Corridor Trail seeking Federal Transportation Alternatives (TAP) Program funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through its completion, with compliance of all applicable laws, rules, and regulations.

BE IT FURTHER RESOLVED that Kris M. Busse, City Administrator (or her successor) for the City of Owatonna is hereby authorized to act as agent on behalf of this sponsoring agency.

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

Aye __; No __; Absent __.

Approved and signed this ____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 121-23: Agreement to Maintain Facility - East Side Corridor Trail

Purpose:

Council to approve Resolution 121-23, documentation required for the TAP grant application for the East Side Corridor Trail. This resolution requires the City to agree to maintain the facility (trail) developed with the use of this grant.

Background:

The East Side Corridor has been a long-discussed need in the County on the eastern edge of Owatonna. It has been identified in the City's 2006 Development Plan as well as the City's 2040 Transportation Plan. The project will include a multi-use trail that will create a connected loop of the City's trail system east of the Straight River. A letter of intent was submitted on November 3rd, 2023, and was reviewed and approved by MnDOT to submit a full application. The application deadline is January 12, 2024, for Grant Cycle 2028. Previous segments on 18th St from Linn Ave to Hayes Ave were awarded TAP grant funding and letters of support will be solicited from various organizations, groups, and officials as they were for previous TAP grant applications.

Budget Impact:

The Trail portion of the East Side Corridor is currently estimated at \$990,000, of which \$846,000 is grant-eligible and what will be requested in the application. There is a 20% local match with the grant leaving \$169,200 to be split between Steele County and City per agreement. The City and County are actively looking for other grant opportunities that may apply to the local match. There will be ongoing maintenance costs for the trail that will be incorporated into the City's annual budget once the trail is completed.

Staff Recommendation:

Staff recommends approval to proceed with the application for a TAP Grant.

Attachments:

1. Resolution 121-23 Agree to Maintian Facility - TAP Grant Application - East Side Corridor Trail

RESOLUTION NO. 121-23

RESOLUTION AGREEING TO MAINTAIN FACILITY – EAST SIDE CORRIDOR TRAIL

WHEREAS the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS Transportation Alternatives projects receive federal funding; and

WHEREAS the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS the City of Owatonna Minnesota is the sponsoring agency for the transportation alternatives project identified as the East Side Corridor Trail.

THEREFORE BE IT RESOLVED THAT the sponsoring agency, the City of Owatonna, Minnesota hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

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

Aye__; No __; Absent __.

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 122-23: Decertify TIF 3-6 - Viracon

Purpose:

Decertify TIF District 3-6 Viracon.

Background:

This TIF district was formed as an economic development district in 2013. The developer invested over \$100 million in their facilities increasing their square footage by 350,000 square feet to accommodate investments in state-of-the-art equipment and automation processes. They received tax increment assistance on a “pay-as-you-go” (PAYG) basis. The PAYG payments reimbursed the developer for site improvements, the City for the TIF bonds that were issued to assist with this project, and Owatonna Public Utilities for their contribution to this project. This district is required to be decertified by 12/31/2023 per state statute.

The total market value of this property is estimated at \$27,997,500 for 2024. This includes \$2,241,000 for the land and \$25,756,500 for the building. This results in a tax capacity of \$559,200. The original tax capacity was \$239,152. The resulting difference of \$320,048 will be added to the calculations of the City's net tax capacity for 2024. This represents 1% of the city's total tax capacity.

Budget Impact:

There is no impact on the current operating budget. The desertification does impact the City's tax capacity going forward.

Staff Recommendation:

Staff recommends approval for desertification of this TIF District.

Attachments:

1. Resolution 122-23 TIF 3-6 Decertification
2. TIF 3-6 Decertification Certification Form

RESOLUTION NO. 122-23

RESOLUTION APPROVING THE DECERTIFICATION OF
TAX INCREMENT FINANCING DISTRICT 3-6
OF THE CITY OF OWATONNA

WHEREAS, on February 19, 2013, the City of Owatonna (the "City") created its Tax Increment Financing District No. 3-6 (the "District") within its Owatonna Development District No. 3 (the "Project"); and

WHEREAS, as of the date hereof all obligations to which tax increment from the district have been pledged have been paid in full defeased and all other costs of the District have been paid; and

WHEREAS, the City wishes to decertify the District pursuant to Minnesota Statutes, section 469.177, subdivision 12 effective on December 31, 2023; and

WHEREAS, the City desires by this resolution to cause the decertification of the District after which all property taxes generated within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the City's staff shall take such action as is necessary to cause the County Auditor of Steele County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

CONFIRMATION OF DECERTIFIED TIF DISTRICT

Please complete the information requested below in Part A and then forward the form to the County Auditor to be certified in Part B. Once the information has been completed by both the authorized TIF representative and the County Auditor, please return the form to the Office of the State Auditor at the address listed below:

Office of the State Auditor - TIF Division
525 Park Street, Suite 500 St. Paul, MN 55103

PART A. To be completed by the TIF authorized representative:

County Auditor/Treasurer's Name: _____ Date: 12/13/23
County Name: Steele County County Address: PO Box 890; Owatonna, MN 55060
TIF Authority Name: Owatonna
TIF District # and Name: TIF 3-6 Viracon
TIF District Type: Economic Development TIF Plan Approval Date: 2/19/2013
Certification Request Date: 5/29/2013 Certification Date: 5/30/2013
Required Decertification Date: 12/31/23 Based on: TIF Plan

(Information to be confirmed by the County Auditor:)

1. Actual decertification date: 12/31/2023 2. Date of first tax increment received: 6/2015
3. Final tax increment distribution date 12/2023 and amount \$ 213,713.39
4. Amount of excess tax increment returned to the county, if any \$ -0- and date _____

Please note: If the district is decertifying early, please forward a copy of the resolution with this form to the County Auditor and the TIF Division.

Signature: _____ Date: _____
Name and title of TIF authorized representative: _____

PART B: To be completed by the County Auditor or representative:

On behalf of the County Auditor/Treasurer, I certify that the above information, specifically information provided in questions 1-4, is correct with the following exceptions, if any:

Signature: _____ Date: _____
Name and title of the county representative: _____

Phone: _____ Exceptions? ☐ No ☐ Yes If yes, please describe below:



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 123-23: Final 2024 City Levy and Budget

Purpose:

City Council to set the 2024 Levy and adopt the 2024 Budget.

Background:

The Minnesota State Legislature approved a law in 1988 called Truth in Taxation which aims to improve transparency and accountability in the property tax system. The processes the City follows are spelled out by this law. A summary of events is as follows:

- Adopt and certify a proposed levy and budget on or before September 30 (**September 19**)
- The county delivers a parcel-specific notice of proposed property taxes to each taxpayer between November 11 and November 24
- Hold a public meeting to discuss the budget between November 25 and December 28 (**December 5**)
- Adopt and certify a final levy and budget on or before December 28 (**December 19**)

In addition to the above requirements, the City utilizes an online interactive budget, increasing the City's transparency and accountability. The 2024 budget is consistent with the City's strategic plan. The 2024 levy includes an increase of 8.0%, which is a decrease from the proposed levy increase of 9.05%. The City strives to have its levy increase follow growth; the current year's estimated growth rate is 6.76%. The city has made significant investments in its infrastructure spending planned for 2024. In addition, the operating levy required an increase as the City is not immune to inflation.

Budget Impact:

This will set the final levy and budget for 2024.

Staff Recommendation:

Staff recommends approval to approve the 2024 City levy and budget.

Attachments:

1. Resolution 123-23 Final City Levy and Budget

RESOLUTION NO. 123-23

A RESOLUTION MAKING LEVY OF TAXES AND ADOPTING BUDGET FOR 2024

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota:

1. That there is hereby proposed to be levied upon all the taxable property in the City of Owatonna a direct ad valorem tax in the amount of \$15,578,454 for general government, \$ 211,294 PERA rate change, and \$ 2,224,285 for debt retirement, which shall be spread upon the tax rolls and collected in the year 2024.

2. That a budget of \$ 52,267,572 in expenditures for fiscal year commencing January 1, 2024, is being presented. This budget has been reviewed and potential funding sources identified as well as priorities and programs for 2024.

3. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

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

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 124-23: Housing and Redevelopment Authority (HRA) 2024 Levy and Budget

Purpose:

City Council to approve the final 2024 HRA levy and budget.

Background:

The HRA is considered a special taxing district and its levy is adopted separately from the City levy.

The amount of the levy shall be an amount approved by the governing body of the city, but not to exceed 0.0185 percent of estimated market value. Per the County Auditor & Assessor, the 2022 estimated market value was \$2,332,831,900. The allowable levy would be \$431,574 compared to the requested levy of \$200,000. A levy of \$200,000 represents a \$5,000 increase from 2023.

Budget Impact:

This will set the levy and budget for 2024 for the HRA.

Staff Recommendation:

Staff recommends approval of Resolution 124-23.

Attachments:

1. Resolution 124-23 Final 2024 HRA Levy and Budget

RESOLUTION NO. 124-23

A RESOLUTION AUTHORIZING THE LEVY AND APPROVING THE
BUDGET FOR THE HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF OWATONNA

BE IT RESOLVED by the City Council of the City of Owatonna, County of Steele, Minnesota:

1. That the Housing and Redevelopment Authority (HRA) of the City of Owatonna is hereby empowered to levy for collection in the year 2024 a tax on the properties of the City in an amount of \$ 200,000 for purposes authorized in Minnesota Statutes 469.001 to 469.047, as authorized in Minnesota Statutes 469.033, Subd. 6.
2. That a budget of \$ 1,689,426 for fiscal year commencing January 1, 2024, is being presented.
3. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Steele County, Minnesota.

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

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 125-23 Authorization of Intent to Provide Full Funding for WWTP Expansion (if needed)

Purpose:

To provide assurance to the State of Minnesota as it relates to the current amount of unfunded costs for the Wastewater Treatment Plant (WWTP) project.

Background:

Earlier this year, the City began the multi-year expansion project of its WWTP plant. As the need for funding will be distributed throughout this three-year period, the funding will be determined in phases. The City has multiple financing options for this project as follows:

- Multiple grants through the PFA totaling \$8 million
- \$35 million loan through the PFA
- State bonding funds
- Cash on hand

In the process of completing the agreements for State bonding funds, the State of Minnesota needs a resolution from the City stating our intention to fully fund this project, if needed.

Budget Impact:

There will be debt service costs and higher operating costs to maintain a larger plant. Sewer rates have been and will continue to be impacted by the expansion of the plant.

Staff Recommendation:

Staff recommends approval of Resolution 125-23.

Attachments:

1. Resolution 125-23 Funding Resolution - WWTP Expansion

RESOLUTION NO. 125-23

RESOLUTION AUTHORIZING THE CITY OF OWATONNA'S INTENT TO PROVIDE
FULL PROJECT FUNDING, IF NEEDED, FOR THE CITY OF OWATONNA'S
WASTEWATER TREATMENT PLANT EXPANSION PROJECT

BE IT RESOLVED, the City has determined to construct the Wastewater Treatment Plant (WWTP) Expansion Project is necessary to increase capacity,

BE IT FURTHER RESOLVED that the City of Owatonna estimates the total expansion costs to be \$68,000,000 incurred 2022-2025.

BE IT FURTHER RESOLVED that the City of Owatonna hereby pledges to complete the project if it exceeds the total funding provided by:

- the proposed \$22 million in grants appropriated to the Minnesota Public Facilities Authority (MPFA) for the benefit of the City of Owatonna under the provisions contained in Laws of Minnesota 2023 chapter 72, article 1, section 23, subd. 21 and article 2, section 10, subd. 11a;
- the \$35 million MPFA loan;
- the Point Source Implementation Grant (PSIG) of \$7 million; and
- Federal Principal Forgiveness Funds of \$1 million.

BE IT FURTHER RESOLVED that at this time, the City of Owatonna will provide their own financing for the remaining project costs from its cash fund (account 602-10100-000-000) as the source of funds, if needed, to complete the project.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City may enter into an agreement with the State of Minnesota for the above-references project, and that the City certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

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

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Miscellaneous



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Requests to Defer Special Assessments

Purpose:

Approval of two Deferment Requests received for assessments approved for the 2022 Street and Utility Project.

Background:

The City's Special Assessment Policy provides for a deferment of a special assessment for those persons who are 65 years of age or older or who are retired by permanent and total disability as long as they meet certain requirements. The applicants must be the owner and occupant of the property and their annual income from all sources shall not exceed the very low-income limits as determined for Steele County by the Department of Housing and Urban Development (HUD).

If the Council approves a deferment, a lien will be filed against the property. The assessment and interest payments will become due upon the occurrence of any of the following events:

- 1) Death of the owner (if the spouse is not otherwise eligible).
- 2) Sale, transfer, or subdivision of the property.
- 3) Loss of homestead status of the property
- 4) Determination by the council that requiring an immediate or partial payment would impose no hardship.

Resolution 106-23 approved these assessments on November 7, 2023; the 30-day period to file a deferment request has passed. Staff reviewed these applications (including documentation of income) and have determined they do meet all requirements.

Property Identification Number	Special Assessment Amount
17-148-0117	\$4,680.00
17-148-0202	\$4,680.00

Budget Impact:

None, this defers and does not waive these assessments.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Emily Thamert, Human Resources Director
SUBJECT: Personnel Policy Changes

Purpose:

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

- Ch. 5.1 Eligibility
- Ch. 5.2 Calculation and Compensation of Overtime
- Ch. 6.10 Recognition
- Ch. 7.17 Earned Sick and Safe Leave

Background:

Chapter 5.1 Eligibility and Chapter 5.2 Calculation and Compensation of Overtime

- Update language to reflect procedural change approved in 2018 with implementation of UKG. Overtime is allowed to be accumulated based on hours in excess of 40 hours per week.

Chapter 6.10 Recognition

- Update language to include employee awards that highlight and acknowledge teams and employees who exemplify the purpose statement and core values.

Chapter 7.17 Earned Sick and Safe Leave (ESST)

- New policy to ensure compliance with Minnesota's earned sick and safe time law that goes into effect on January 1, 2024.
- Employers must provide each employee in Minnesota at least one hour of paid sick and safe time for every 30 hours worked, up to at least 48 hours of accrued ESST a year.
- The City's Paid Time Off (PTO) and Vacation policies fully meet the requirements of the ESST law. Therefore, the new proposed policy only applies to part-time, temporary, and/or non-benefit-earning employees.

Budget Impact:

There is no budget impact from the proposed policy changes.

Staff Recommendation:

Staff recommends approval of these proposed personnel policy changes.

Attachments:

1. Personnel Policy changes 12 19 23

5.1 ELIGIBILITY

(Revised 12/19/23)

The City of Owatonna recognizes that in order to maintain basic services under unusual circumstances, emergencies, and peak workloads, employees may be required to work overtime.

Eligibility – Exempt vs. Nonexempt Employee Status

It is the policy of the City of Owatonna, consistent with M.S. 177.21 to 177.35, to compensate employees who are “nonexempt” from the provisions of the Minnesota Fair Labor Standards Act (FLSA) for time worked in excess of forty (40) hours in a regular work week. Only nonexempt (N) employees are allowed to accrue overtime pay or compensatory time-off. It is at the discretion of the department director to allow compensatory time rather than overtime pay. The nonexempt employee shall be paid one and one-half (1½) times the employee’s regular hourly salary for each overtime hour or, if it is agreeable to the employee and convenient to the department, arrangements may be made to allow compensatory time at one and one-half (1½) times the hours worked overtime. Nonexempt employees are those employees who do not meet the criteria for “exempt” status defined in M.S. 177.21. Nonexempt employees are eligible for the provisions of the overtime policy.

Exempt employees (E) are not eligible to receive overtime pay or compensatory time-off. Exempt positions may utilize flextime with department director approval, but not necessarily at a rate of one (1) to one (1). Exempt employees are expected to meet the requirements of the position, which may at times involve working less than and more than forty (40) hours per week. Exempt employees are those in positions that are determined to meet one of the following criteria established by the Fair Labor Standards Act:

1. Executive
2. Administrative
3. Professional
4. Computer-related occupations.

For exempt employees, there is no payment to be made for accrued flextime either annually, at separation of employment, or retirement. Efforts will be made on a department-by-department basis to accommodate exempt employees who by the nature of the position or workload are required to work an extraordinary amount of time outside of a normal work schedule. Please refer to the job descriptions for exempt and nonexempt positions.

5.2 CALCULATION AND COMPENSATION OF OVERTIME

(Revised 12/19/23)

For each hour worked in excess of forty (40) in a regular workweek (Sunday through Saturday), a nonexempt employee shall receive one and one-half (1½) hours of pay or compensatory time off. Compensatory time, if allowed shall be scheduled by department directors. If compensatory time cannot be scheduled, the employee shall be paid one and one-half (1½) times the employee’s regular hourly salary for each overtime hour. Overtime pay shall be reflected on the paycheck for the pay period in which it was earned. ~~Vacation, sick leave, used compensatory time, holidays, jury duty, other paid time off, paid leaves of absence, unpaid leaves of absence, rest periods, and lunch periods (if scheduled and not taken), and time spent in contract negotiations shall not count toward the calculation of overtime.~~ Overtime ~~will may~~ not be approved to complete work prior to taking time off or to make up work following paid time off.

All overtime must be recorded on an employee's compensatory timesheet. Both compensatory time accrued and compensatory time used must be recorded on the timesheet.

No more than eighty (80) hours of compensatory time may be accumulated at any time, unless authorization has been received by the department director or unique circumstances exist. All overtime worked after the employee reaches the compensatory time cap will be paid out monetarily.

6.10 RECOGNITION

(Revised 12/19/23)

Retirement / Recognition Dinners

The City Council of the City of Owatonna adopted on January 17, 2006, Resolution No. 5-06, "A Resolution Authorizing Expenditures for Employee Recognition Events and Related Activities." This resolution determines that recognition of employees' accomplishments and years of service to the community promotes employee job satisfaction, motivation, and long-term retention of employees, which all create a more productive work force to serve better the interest of the citizens of the City of Owatonna.

Expenditures for sponsorship of an annual employee recognition meal, program, and compensation in recognition of employees' years of service, an annual employees' summer picnic and other related matters, all as part of and as additional compensation for employees' work constitute expenditures for a public purpose as authorized by law under Section 1.4 of the City Charter of the City of Owatonna and Minnesota Statute § 412.11.

The amount of such expenditure shall be determined annually as part of the city's budgeting process. Expenditure of funds for:

- an annual employee recognition meal, program, and compensation in recognition of employees' years of service;
- **employee awards that highlight and acknowledge teams and employees who exemplify the purpose statement and core values;**
- an annual employee summer picnic; and
- retirement reception;

and expenses for other incidental and related activities are authorized as additional compensation for city employees. The amount of such annual expenditures shall be determined by the City Council and provided for in the annual city budget.

Service Awards

Employees will be given service awards in recognition for their years of service with the City of Owatonna. Service awards will be given in five (5) year increments and upon retirement.

7.17 Earned Sick and Safe Leave

(Effective 1/1/2024)

“Earned Sick and Safe Leave” is paid time off for all part-time, temporary, and/or non-benefit earning employees working less than twenty (20) hours per week, performing work for at least eighty (80) hours in a year for the City. Sick and safe leave accrues at a rate of one (1) hour of leave time for every thirty (30) hours worked by an employee, up to a maximum of forty-eight (48) hours of sick and safe leave per year.

The City’s Paid Time Off (PTO) and Vacation policies fully meet the requirements of Minnesota’s Earned Sick and Safe Leave laws. As such, only employees not eligible for PTO or Vacation leave (including part-time, temporary, or other non-benefit earning employees) will be eligible for Earned Sick and Safe Leave under this policy.

The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City. Earned Sick and Safe Leave is administered on a 12-month calendar year basis.

Earned Sick and Safe Leave Use

Leave under this policy may be used as it is accrued in the smallest increment of time tracked by the City’s payroll system (15-minute increments) for the following circumstances:

An employee’s own:

1. Mental or physical illness, injury, or other health condition
2. Need for medical diagnosis, care, or treatment of a mental or physical illness injury or health condition
3. Need for preventative care
4. Closure of the employee’s place of business due to weather or other public emergency
5. The employee’s inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis
6. Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking

- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

Care of a family member:

1. With mental or physical illness, injury or other health condition
 - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
 - Who needs preventative medical or health care
 - Whose school or place of care has been closed due to weather or other public emergency
 - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
2. Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For Earned Sick and Safe Leave purposes, family member includes an employee's:

1. Spouse or registered domestic partner
2. Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
3. Sibling, step sibling or foster sibling
4. Biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
5. Grandchild, foster grandchild, or step grandchild
6. Grandparent or step grandparent
7. A child of a sibling of the employee
8. A sibling of the parent of the employee or
9. A child-in-law or sibling-in-law

10. Any of the above family members of a spouse or registered domestic partner
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
12. Up to one individual annually designated by the employee

Advance Notice for Use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the City requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable.

When an employee uses Earned Sick and Safe time for more than three (3) consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the City will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

Carry Over of Earned Sick and Safe Leave

Employees are eligible to carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed eighty (80) hours.

Unused accrued Earned Sick and Safe Leave has no cash value and will not be paid out at the end of the year or upon separation from employment with the City.

Return to Work

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

Retaliation Prohibited

The City shall not terminate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

Complaints

An employee alleging a violation of the Minnesota Earned Sick and Safe Time Law may file a complaint with the Minnesota Department of Human Rights or the Minnesota Department of Labor and Industry.



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: School Resource Officer Agreement - Independent School District #761

Purpose:

To approve the School Resource Officer Agreement with School District 761.

Background:

The City/Police Department has maintained a long-standing agreement to provide two police officers (School Resource Officers, or SRO) to the District during the academic year. The School District agrees to reimburse the City for wages and benefits at a cost negotiated for each academic year. For the 2023-2024 academic year, the School District agrees to reimburse the City \$85,457.40 for each position. A new provision added to this agreement is to receive overtime reimbursement that exceeds \$2,000 per SRO for school events outside of regular school hours.

Budget Impact:

2023-2024 Revenue: \$170,914.80

Staff Recommendation:

Staff recommends the 2023-2024 SRO agreement.

Attachments:

1. District 761 School Resource Officer Agreement

AGREEMENT BETWEEN INDEPENDENT SCHOOL
DISTRICT NO. 761 AND CITY OF OWATONNA
FOR SCHOOL RESOURCE OFFICERS

THIS AGREEMENT is made this _____ day of _____, 2023 by and between Independent School District No. 761, a Minnesota School District, (the "District") and the City of Owatonna, a Minnesota Municipal Corporation, (the "City").

RECITALS

1. The District and the City wish to continue to maintain their cooperative working relationship for the protection and safety of all students, staff, and citizens whether on school property or at District sponsored events and activities. The District and City further desire to continue their mutual effort to curb delinquency, crime, and substance abuse in the community. To promote these goals, the District and City, through the Owatonna Police Department ("OPD") agree as follows:

AGREEMENT

1. OPD agrees to continue the assignment of two (2) peace officers to serve as School Resource Officers, ("Officers" or "SROs") during the 2023-2024 school year.

2. The authority to provide the services of Officers in the District's schools is provided in Minn. Stat. § 126C.44.

3. The Officers shall be scheduled and assigned by OPD to serve exclusively at schools and school activities and otherwise as directed by the OPD to deter criminal activity and investigate alleged criminal activity, and to enforce all criminal laws.

4. The Officers shall operate under the direct administration and supervision of the OPD and will work in cooperation with the District Administrators. The Officers shall not have school disciplinary authority or be considered educational service providers and are limited to provide police functions which include law enforcement duties. The Officers shall not be used as support staff, hall monitors, building administrators, substitute teachers, or cafeteria attendants.

5. The District and City acknowledge that the Officers assigned to provide services in the schools are, and will continue to be, employees of the City. The Officers shall not become an agent or employee of the District by virtue of this Agreement and shall not make any representations to the contrary.

6. Each party shall be liable for the acts and omissions of its own officers, employees, and agents but not for the acts and omissions of the officers, employees and agents of the other party. The liability of both parties shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or other applicable law. Each party shall procure and maintain liability insurance to cover claims arising under this Agreement due to the acts and omissions of its officers, employees and agents.

7. City agrees to defend, indemnify and hold harmless the District against all claims, damages, losses, and expenses, including attorney's fees, arising out of City's performance under this Agreement but only to the extent caused in whole or in part by the City's negligent acts, errors, or omissions. District agrees to defend, indemnify and hold harmless the City against all claims, damages, losses, and expenses, including attorney's fees, arising out of District's performance under this Agreement but only to the extent caused in whole or in part the District's negligent acts, errors, or omissions, its officers, employees and agents.

8. The School Resource Officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless State or Federal law allows such access. The parties agree that all government data collected as a result of their duties under this Agreement shall be maintained in accordance with all applicable Federal, State, and local laws, rules and regulations governing government data including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Any sharing of data between the parties must be in accord with the law governing dissemination of data including specific laws governing the sharing of data on students and minors.

9. The City shall pay the Officers' wages and provide all benefits and insurance required by statute and by contract.

10. The District shall pay the City for the services of the Officers the amounts required to offset the actual cost of the Officers' salaries and benefits for the assigned Officer. However, such amount shall not exceed the sum of \$85,457.40 annually for each full-time Officer position.

11. Use of force by School Resource Officers. A school resource officer may use reasonably necessary force toward students under the circumstances enumerated in Minn. Stat. § 609.06, subd. 1(1). Those circumstances are when an Officer is: (a) effecting a lawful arrest; or (b) executing legal process; or (c) enforcing an order of the court; or (d) executing any other duty imposed upon the Officer by law.

12. Overtime. SROs provide services to the District outside of the regular school hours for special events. Special events include after-hours security and

police presence at school sporting events, prom, dances, activity nights, graduation, school board meetings and at other times upon request. The City agrees to continue to provide SROs for such special events and to absorb the cost of such overtime up to a cap of \$2,000 per SRO per the contract year. Any hours exceeding the cap will be billed back to the District once annually at the end of the school year.

13. Notice. Any notice, demand, request or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified postage prepaid and addressed as follows. If to the City, Attn: City Administrator, City of Owatonna, 540 West Hills Circle, Owatonna, MN 55060; email: kris.busse@ci.owatonna.mn.us. If to the District, Attn: Director of Finance & Operations, 515 West Bridge Street, Owatonna, MN 55060; email: _____.

14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purposed amendment shall not be effective unless it is set forth in writing, approved, and signed by both parties.

CITY OF OWATONNA

INDEPENDENT SCHOOL DISTRICT NO. 761

By: _____
Thomas A. Kuntz, Mayor Date

By: _____
Director of Finance & Operations
Owatonna Public Schools

By: _____
Kris M. Busse, City Administrator Date

Date: 12-11-23



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Proposal for Land Surveying & Civil Engineering Services SE Field Pond - Jones Haugh Smith

Purpose:

The purpose of the analysis is to determine the treatment capacity of the pond due to the development of the new Owatonna High School.

Background:

In the late 2000's the City purchased land from the Rypka Family south of 18th St SE and east of Field Stone Ave SE for stormwater management. A pond was constructed as part of a response to the 2007 SE flooding. The pond served several roles:

- Collecting field tiles to the south and east, preventing stormwater from entering the city's street storm sewer system.
- Providing relief for City street drainage in high-flow rain events
- Treatment for future development

Once the new Owatonna High School was constructed, the current and future use of the pond was altered. Land was converted from agriculture to developed on the HS property, which has its own stormwater management. A majority of the field tiles were severed, reducing drainage to the pond. And land that's able to drain to the pond was reduced. Stormwater water quality treatment rules have also changed. The purpose of the pond analysis is to determine the available capacity of the pond given the changes that have occurred since its construction.

City staff along with City Attorney Walbran will review all legal documentation covering this facility to determine drainage rights of public infrastructure and private development. This analysis is needed again, due to the changes that have occurred as outlined above.

Budget Impact:

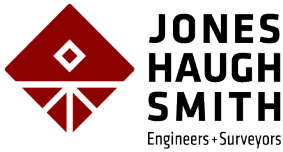
The budget impact of the field work and analysis is \$3,000.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal - City Owat - SE Field Pond



PRINCIPALS

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

Established 1945

Proposal for Land Surveying & Civil Engineering Services
City of Owatonna; Attn: Brad Rademacher
SE Field Pond
Part of NW1/4 Section 23-T107N-R20W

December 13, 2023

Dear Mr. Rademacher,

Thank you for your inquiry regarding an analysis of the treatment capacity of the SE Field Pond. We understand that City wishes to survey the basin to determine available “wet volume” and “dry volume”, and to model the outflow rates to evaluate available treatment capacity.

SUMMARY OF REQUIRED SERVICES

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

Data Collection: JHS will obtain bathymetric survey data of the basin below the normal water level. The City will acquire topographic survey data of the basin previously obtained by Owatonna Public Schools and provide said data to JHS. JHS will utilize both sets of data to produce a topographic survey of the entire basin to be utilized for analysis. No topographic survey deliverable will be provided.

Stormwater Treatment Review: Based on the above survey, JHS will create a model of the entire basin. JHS will determine the available wet volume below the normal water level and determine the Water Quality Volume provided by the pond above the normal water level. JHS will deliver a memo including calculations stating the treatment capacity of each volume. JHS will also review the “wet volume” to determine if the pond requires sediment removal based on the design depth and 50% remaining capacity.

COMPENSATION

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

Data Collection	\$1800
Stormwater Treatment Review:	\$1200

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

JONES, HAUGH & SMITH INC
CONSULTING ENGINEERS

John H. Schulte V, P.E.

PROPOSAL ACCEPTANCE

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

Signed: _____ Printed Name: _____

Firm: _____

Dated: _____

2024 FEE SCHEDULE

(Per hour)

Professional Engineer	155.00
Land Surveyor	155.00
LSIT	145.00
E.I.T	145.00
Senior Technician	130.00
Junior Technician	120.00
Intern	95.00
Clerical	75.00
Supplies (hubs, stakes, etc.)	Cost
Mileage	IRS Reimbursable Rate
GPS Rover & Base	50.00
Robotic Instrument	50.00
ATV	150.00

Terms of Proposal
Jones, Haugh & Smith

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

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

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

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

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

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

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

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



DATE: December 19, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Annexation Agreement - Owatonna Township

Purpose:

Approve Annexation Agreement with Owatonna Township for 2024.

Background:

The City of Owatonna has had an annexation agreement with Owatonna Township since the late 1980s. This has allowed property to be annexed into the city in an orderly fashion based on certain criteria being met in the agreement. Owatonna Township has been very cooperative in assisting the city in accommodating growth and it is important to maintain that relationship for continued growth.

The existing annexation agreement will be expiring on December 31, 2023 and staff has been meeting with Owatonna Township officials on the proposed annexation agreement and both sides are comfortable with the current agreement. There are no changes proposed to the annexation agreement. Owatonna Township has approved the agreement. This agreement can be extended annually if both the city and the township agree.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends approval of the annexation agreement with Owatonna Township.

Attachments:

1. 2024 Annexation Agreement
2. 2024 Annexation Agreement Map

CITY –TOWNSHIP ANNEXATION AGREEMENT

Effective January 1, 2024

The City of Owatonna and the Town of Owatonna do hereby enter into this Annexation Agreement.

PURPOSE

The purpose of this Annexation Agreement shall be to provide land areas for the growth of the City of Owatonna and further, to provide for the protection of agricultural and other lands within the Town of Owatonna from urban and suburban development and to promote an organized framework for systematic annexation, provided that the described areas are determined to be ready for annexation.

AREA A

This area has relatively immediate development potential. The City will support annexations within this area in as much as extension of services can be done in an orderly and cost effective way. The Township will not object to annexation requests within these areas, provided the City will install water and sewer within two years after annexation. Furthermore, Township will prohibit non-farm uses of the property in these areas. In instances where individual property owners can substantiate that within the previous five years from when city sanitary sewer becomes available, at least \$900 has been spent to refurbish or reconstruct the on-site sewage treatment system and that such system is functioning properly and conforming to applicable codes, the property owner may defer hooking up to the city's sewer system for a period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be connected to city sewer and water lines, existing on-site systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid in conformance with prevailing assessment policy and the original interest rate.

AREA B

1. The City views this area as having potential for industrial and possibly some limited commercial expansion. The City views the area as being available for continued commercial/industrial expansion and will support annexation as long as such proposals will provide for the orderly extension of streets and utility services. While this area is under Township jurisdiction only farm uses shall be permitted.

AREA C

1. These areas have a largely residential development potential. The City will accept requests for annexation based on the ability to extend city services to the property, the costs of such extensions, and how such costs shall be born. Total annexations in this area shall not exceed 65 acres in any year that the agreement is in effect. A specific petition for annexation shall not exceed 60 acres and the City may require that such request be reduced in area in a manner

specified by the City. The Township shall not object to annexations within this area that are in compliance with the terms of this agreement.

2. These areas have residential development potential. The City will not support annexation within these areas until such time that the number of available single family lots in the City with utility services in place falls below 350. In addition, such parcels proposed for annexation must border City Limits by no less than 20% of the property's perimeter. While the area is under Township jurisdiction, the only new uses permitted shall farm uses.

GENERAL PROVISIONS

1. Requests for annexations shall be presented to the Owatonna Town Board for review unless both the City and Township waive this provision.

2. The Annexation Agreement shall be in effect for one year. Each year the agreement may be reviewed and upon majority vote of the governing bodies, a one year extension of the agreement with any approved revisions shall be made.

3. Relative to references to commercial and industrial development, proposed development shall mean imminent construction of buildings and structures or the platting of property into lots for future sale if the total property to be annexed is not larger than 160 acres and available property zoned for industrial uses within City Limits and west of I-35 drops below 150 acres with not less than two parcels of 40 acres (no side of which is over 1600 feet in length).

4. The terms of this agreement may be altered by joint resolution of the Township and City.

5. The City shall reimburse the Township for lost property taxes for annexed property. The petitioner will be responsible for paying the 10 years of the township share of property taxes as a portion of the application fee to the City. The City will send a check to Owatonna Township within 90 days of the annexation being approved by the Administrative Law Judge.

6. Within the designated annexation areas the Township will give the City written notice prior to all zone change requests, requests for subdivision, variances, conditional uses and non-farm building permits.

7. The term "farm uses" as used in this agreement, shall mean such uses commonly associated with the growing of produce on farms; including field crop farming, pasture for hay, fruit growing, tree, plant, shrub or flower nursery, truck gardening and the raising of livestock but not including commercial feedlots; and accessory operations that are clearly secondary, incidental and directly related to the farming operation.

8. If the City, by way of operation of this agreement or petition by a property owner desires to annex property, the City shall notify the Township of the proposed annexation which should include the following:

- A. Description and map of the parcel to be considered.
- B. The proposed use and development of said property.
- C. The proposed services to be provided including water, sewer, police, fire, refuse and roads. Said list is not exclusive and can include additional municipal services.

- D. The staging or time period in which the annexation is to occur and the period that the services will be developed.
- E. Any change that is required in the Comprehensive Plan and/or zoning and subdivision ordinance of the City.

9. At the time of purchase, the City shall reimburse the Township for lost property taxes on property in the Township that is purchased by the City, such amount to be equivalent of ten years tax revenue collected by the Township for the property purchased.

IN WITNESS WHEREOF both parties have caused this agreement to be executed on the date opposite their signatures below.

TOWN OF OWATONNA

BY 
Chairman


Town Clerk

DATE 12/12/2023

CITY OF OWATONNA

Mayor _____

Attest _____
City Administrator

DATE _____

2024 Owatonna Township Orderly Annexation

City of Owatonna

