



CITY COUNCIL MEETING
Tuesday, April 2, 2024 at 7:00 PM
Chambers in the Charles S. Crandall Center
540 West Hills Circle
Roll Call - Council Members: Dotson, Burbank,
Boeke, Raney, Svenby, Voss & Schultz
Mayor Kuntz

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Chambers in the Charles S. Crandall Center, at 540 West Hills Circle. Sean Williams, Director at the Owatonna Area Business Development Center (OABDC) and Brad Meier, President/CEO of the Owatonna Area Chamber of Commerce will present the annual Owatonna Partners for Economic Development (OPED) Report and an update on the OABDC. Christian Fenstermacher, Director of Engineering and Field Operations at Owatonna Public Utilities will meet with Council to discuss a Good Neighbor Agreement. If time permits, there will be general updates on various boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Public Hearing - Proposed Assessment - 2023 Street & Utility Project
 - 1.2.1. Resolution 29-24: Adopt Proposed Assessments - 2023 Street and Utility Project
- 1.3. Mayor Kuntz

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – March 19, 2024
- 2.2. Minutes - Board/Commission Meetings
 - 2.2.1. Library Board Meeting - February 15, 2024
 - 2.2.2. HRA Meeting - February 26, 2024
 - 2.2.3. OPU Commission Meeting - February 27, 2024
 - 2.2.4. Planning Commission Minutes - March 12, 2024
- 2.3. Event Permits
 - 2.3.1. Cinco de Mayo in Central Park - May 4, 2024
 - 2.3.2. 2024 Farmer's Market - Saturday Mornings May - October, 2024
 - 2.3.3. Smokin' in Steele Barbecue and Blues - May 31 & June 1, 2024
 - 2.3.4. Orphanage Museum Fall Celebration - September 21, 2024
- 2.4. Licenses/Permits
 - 2.4.1. Renew Annual Tree Trimmers Licenses: Carstens Properties Tree Service LLC and Johnson Construction & Tree Service

2.5. Miscellaneous

2.5.1. Project Development & Scoping Services for HVAC Replacements - ICS

2.5.2. Stipulation and Release - Rice Lake Construction Group

2.5.3. Standard Title VI/Non-Discrimination Assurances -- U.S. Department of Transportation

2.5.4. Good Neighbor Agreement - Owatonna Public Utilities

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 30-24: Set Date for Public Hearing to Approve Street Reconstruction Plan

3.2.2. Resolution 31-24: Set Date for Public Hearing to Approve Capital Improvement Plan

3.2.3. Resolution 32-24: Set Date for Public Hearing Relating to Proposed Tax Abatement Bonds

3.2.4. Resolution 33-24: Grant Contract Agreement - Office of Justice Program (OJP) Intensive Comprehensive Peace Officer Education and Training (ICPOET)

3.3. Miscellaneous

3.3.1. Authorization to Proceed - 2024 Crack Sealing and Seal Coating Project

3.3.2. Authorization to Proceed - 2024 CIPPS Project

3.3.3. Tobacco License - Fatmeh Mustafa - Cekoo Tobacco - 1836 S Cedar Avenue

4. **STAFF REPORTS**

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

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota, will hold hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, April 2, 2024, in the Chambers at the Charles S. Crandall Center, 540 West Hills Circle to pass upon the proposed assessment against benefited properties for the 2023 Street & Utility Project.

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

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

Declared costs of improvement of the 2023 Street & Utility Project were \$1,004,224.40 of which \$116,365.08 is proposed to be specially assessed.

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

By Order of the Council: March 6, 2024



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



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 29-24: Adopt Proposed Assessments - 2023 Street and Utility Project

Purpose:

Requesting City Council approval to adopt assessments for the 2023 Street & Utility Project with improvements to the following streets:

- Butternut Avenue SW
- Riverview Place SW
- School Street E

Background:

Following notice to affected property owners and the public, a public hearing regarding the proposed assessments was held on Tuesday, April 2, 2024. Notices of final assessment and payment options will now be drafted and sent to affected property owners. The total proposed assessment amount was \$116,365.08. Due to a revision in frontage calculation for a property that has been determined to be irregular, the total assessments to be collected will be \$114,545.08.

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

Budget Impact:

The City of Owatonna will collect \$114,545.08 in assessments as reimbursement for expenses incurred as provided by City policy and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 29-24 Adopt Assessments 2023 Street & Utility

RESOLUTION NO. 29-24

A RESOLUTION ADOPTING ASSESSMENT

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

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of 10 (ten) years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear interest at the rate of 6.0 (six) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Department, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made on or before May 2, 2024 or interest will be charged through December 31 of the next succeeding year.

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

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Kuntz

CERTIFICATE OF COMMENDATION

This Wastewater Treatment Facility Operational Award is presented to
Owatonna WWTP
and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency
NPDES/SDS wastewater permit during the 2023 review period.

Your dedication to protecting Minnesota's waters is duly
recognized and appreciated by the state of Minnesota.

Katrina Kessler

Katrina Kessler, MPCA Commissioner



Owatonna City Council Minutes
March 19, 2024 – Draft Copy

On Tuesday, March 19, 2024, at 7:00 p.m., Council Vice President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Voss, Burbank, Boeke, Svenby and Raney; Mayor Kuntz; Public Works Director Murphy; Community Development Director Klecker; Finance Director Moen; It System Administrator O'Connor; City Attorney Walbran; City Administrator Busse and Administrative Coordinator Clawson. Council Members Dotson and Schultz were unable to attend.

Following the Pledge of Allegiance, Council Vice President Raney welcomed everyone and extended prayers and condolences to Council President Schultz's family as his mother passed away. Raney advised one item, a Cooperative Agreement between the Cities of Bethel Saint Peter, Hutchinson, and Owatonna has been added to tonight's agenda. Council Member Svenby made a motion to approve the agenda with this item added. Council member Burbank seconded the motion; all members present voted aye in approval.

City Administrator Busse introduced Libby Kantner, Associated Attorney at Kennedy and Gravens Chartered. Their company serves as the city's bond consultant to provide guidance in the issue of bonds. The Ecumen Group owns several senior housing communities within Owatonna, Ecumen Brooks at 2480 St. Paul Road and Ecumen CountrySide, at 650 El Dorado Street. Ecumen Group and wish to restructure their current debt and make capital improvements to their facilities in Owatonna, Hutchinson, and Saint Peter. The City of Bethel will issue one or more series of tax-exempt and taxable revenue obligations in the principal amount not to exceed \$25,000,000 and loan the proceeds to the Ecumen Group. Bonds issued by the City of Owatonna will be refinanced and capital improvements made at these Owatonna facilities and other senior housing communities they own located in Hutchinson and Saint Peter, Minnesota. The City of Owatonna is required to grant "host approval" to the issuance of the Bonds, following a duly noticed public hearing. Ecumen will serve as the agent of the Ecumen Obligated Group but will not be a financial member. The Bonds will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City and will not be secured by any taxing power of the City. The Bonds will not be subject to any debt limitation imposed on the City and the issuance of the Bonds will not have any adverse impact on the credit rating of the City, even if the Borrowers encounter financial difficulties with respect to the Owatonna Project and the other facilities to be financed and refinanced. The issuance of the Bonds by the Issuer will not affect the City's ability to issue general obligations or conduit revenue bonds in the calendar year 2024. Furthermore, the issuance of the Bonds by the Issuer will not affect

the ability of the City to issue and designate bonds as qualified tax-exempt obligation in calendar year 2024.

At 7:04 p.m., Council Vice President Raney opened a public hearing for comments on issuance of bonds for benefit of the Ecumen Obligated Group. With no comments heard, at 7:05 p.m., Council Member Boeke made a motion to close the public hearing, Council Member Voss seconded the motion, and all members present voted aye in approval.

Resolution 23-24: Grant Host Approval - City of Bethel to Issue Revenue Obligations for Ecumen Obligated

Council Member Burbank made a motion to approve Resolution 23-24 consenting to and approving the issuance by the City of Bethel of Revenue Obligations to refinance revenue obligations issued by the City of Owatonna and to finance and refinance projects located in the City of Owatonna. Council Member Voss seconded the motion, and all members present voted aye in approval.

Cooperative Agreement - Cities of Bethel, Saint Peter, Hutchinson and Owatonna

City Administrator Busse presented a Cooperative between the Cities of Bethel, Saint Peter, Hutchinson, and Owatonna in regard to the bonds proposed for Ecumen Obligated Group. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, and all members present voted aye in approval.

Consent Agenda Items

Council Vice President Raney 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 – March 6, 2024

Minutes - HRA Board Meeting - February 26, 2024

Minutes - EDA Meeting - February 21, 2024

February Dashboard - Police Department

Renew Annual Tree Trimmers Licenses

Temporary Liquor License - Mineral Springs Brewery at Souba Greenhouse's Spring
Open House - April 27, 2024

Exempt Permit - Bingo - Steele County Humane Society - July 27, 2024

Static Display Loan Agreement - National Museum US Air Force: this is a 5-year agreement for the aircraft static display on loan from the National Museum of the United States Air Force. This is the bomb-burst formation of three jets displayed along I35 at the airport.

AET Soil Boring Agreement – WWTF: The City of Owatonna is considering rebuilding the existing retaining wall on the northeast side of the Owatonna Wastewater Treatment Facility site. Staff requested a proposal for geotechnical engineering including field exploration, soil laboratory testing and classification and a final geotechnical report. The cost for these services will be invoiced upon completion at a fixed fee of \$18,575.

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

Finance Report

Council Member Voss recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$3,407,229.52, Council Member Boeke made a motion to approve payment of all bills presented, Council Member Burbank seconded the motion, all members present voted aye in approval.

Resolution 24-24: Joint Resolution Marthaler Annexation - Owatonna Township

Community Development Director Klecker requested approval Resolution 24-24 approving the joint resolution with Owatonna Township for annexation of the Ihlenfeld land to be platted as Marthaler Addition. This is 4.26 acres of land located to the south of 26th Street NW and the west of State Avenue NW and East of the east frontage road. A joint resolution is required with Owatonna Township, all parties have agreed to the joint resolution, so a public hearing is not required. Owatonna Township will be holding a meeting on March 13th to act on the joint resolution. The annexation agreement with Owatonna Township requires the township to be reimbursed for 10 years of the township share of property taxes upon annexation. The Applicant will reimburse the township \$202.50 by June 1, 2024. The applicant desires to be annexed to develop the subject property which is proposed to be zoned B-2, Community Business District. Water, and sewer are available to this site. Council Member Voss made a motion to approve this resolution, Council Member Svenby seconded the motion, all members present voted aye for approval.

Resolution 25-24 Preliminary Plat - Marthaler Addition

Community Development Director Klecker requested approval of Resolution 25-24 to approve the Preliminary Plat of Marthaler Addition. John Ihlenfeld, the property owner requests this be platted as one lot, a commercial lot for the purposes of constructing an automotive dealership and ancillary uses. The property owner has also requested annexation of this parcel. The Planning Commission held a public hearing and recommended approval with these conditions:

- 1) Final plat approval shall not occur until the annexation has been finalized.
- 2) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the Final plat.
- 4) The developers shall enter into a development agreement with the City prior to recording of the final plat.
- 5) MN Plumbing code requires an open trench for sanitary sewer that is installed within private property. The noted trenchless method is not permitted within private property.
- 6) Fire hydrants shall be installed every 400' along State Avenue NW.

- 7) All plantings shall occur on the private property, outside of any drainage or utility easements.
 - 8) A utility easement will need to be recorded with the final plat for the sanitary sewer main at a width determined by the City Engineer.
 - 9) All comments of the City Engineer's memo shall be met.
- Council Member Svenby made a motion for approval, Council Member Burbank seconded the motion, all members voted aye for approval.

Resolution 26-24: Transfer Funds and Fund Balance Commitment

Finance Director Moen requested approval of Resolution 26-24 to transfer funds and commit those funds for future property acquisitions. Due to higher revenues than anticipated and a significant amount of salary savings due to vacant positions, the general fund had a healthy surplus for 2023. There have been multiple opportunities for the City to acquire land adjacent to current City property in recent months and it is prudent to set aside funds for these potential property purchases. These property acquisitions will allow the City to enhance the services it provides. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 27-24: MnDOT Cooperative Agreement - Signal System Revisions

Public Works Director Svenby presented Resolution 27-24 to approve a cooperative agreement between Minnesota Department of Transportation, Steele County, and the City of Owatonna for signal revision construction. The County will perform revise signal system construction and other associated construction upon, along, and adjacent to Trunk Highway No. 35 at the intersection with Hoffman Drive (County State Aid Highway No. 2/northbound ramp) and at the intersection with West Bridge Street (southbound ramp) according to County-prepared plans, specifications, and special provisions designated by the County as State Aid Project No. 074-602-007 and No. 153-109-015 and by the State as State Project No. 7480-138 (TH 35-390) (Project). This agreement will be effective on the date the State obtains all signatures required and will expire when all obligations have been satisfactorily fulfilled. The City's cost is anticipated to be \$55,325, which will be paid using State Aid Funds. Continued maintenance as stipulated in the agreement for sidewalks and crosswalks, as well as signal system maintenance will also be required. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members present voted aye in approval.

Resolution 28-24: Approve Plans and Specifications 2024 Street & Utility Project

Public Works Director Murphy requested approval of Resolution 28-24 to approve the plans and specifications, and authorization to advertise for bids for the 2024 Street & Utility Project. The project involves various levels of reconstruction on McKinley Street SW and Anderson Place SW. Council authorized staff to prepare the plans and specifications for this project with Resolution 18-24 following the Public Hearing held on

March 6, 2024. The proposed bid opening date is April 10, 2024, with approval of bids by council on April 16, 2024. The 2024 Street & Utility Project will be financed through a combination of City Funds, OPU Funds and Special Assessments. The total cost is estimated to be \$1,855,930.97 which includes an estimate of \$90,516.40 to be assessed affecting 24 property owners. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

On-Sale Liquor License with Sunday Sales – El Tequila of Owatonna, Inc – 258 18th St SE

City Administrator Busse presented the application received from Karina Garcia for an On-Sale Liquor License with Sunday Sales for El Tequila of Owatonna, Inc. Ms. Garcia is planning to move her restaurant currently located at 1830 S Cedar Avenue to property recently purchased at 369 18th St SE. Modifications are in process with plans for business to begin within the next month. This license will replace their current On-Sale Liquor License with Sunday Sales. Council Member Burbank made a motion for approval contingent on issuance of a Certificate of Occupancy as recommended by Ken Beck, Building Official. Council Member Boeke seconded the motion, and all members present voted aye in approval.

On-Sale 3.2% Liquor and Wine Licenses – Home 2 Suites – 230 Allan Avenue

City Administrator Busse presented the application received from Bruce Kinseth for On-Sale Malt Liquor and Wine Licenses for Kinseth Hospitality Company Inc. to operate Home 2 Suites at 230 Allan Avenue. Construction is nearing completion; they hope to open during April. Ken Beck, Building Official recommends license approval contingent on issuance of a Certificate of Occupancy. Council Member Burbank made a motion for approval as recommended, Council Member Boeke seconded the motion, and all members present voted aye in approval.

STAFF COMMENTS

Finance Director Moen commented she has been preparing for two audits, the HRA Audit is in process this week and the City Audit will be done next week. An application for a Finance Accounting Technician will be posted later this week. She has also been preparing the bonding application for the 2024 improvement projects.

Community Development Director Klecker commented that the recent warm weather has allowed construction projects to continue. Lake Meadows completed their first building and work continues in the additional buildings. Home2Suites Hotel should open late April; Ascend has poured floors in the parking garage and several floors are in place with the trades doing rough ins; West Bank has the foundation in place and some steel placed for their building structure; Foam Craft has the framing set on their new building in the Industrial Park. Our Building Inspectors will be available to answer questions this weekend, they have a booth at the Home Show in the Four Seasons Center. Staff is preparing to host a contractors meeting on April 30th; this will be an

opportunity for contractors to ask general questions about our online permit processes, the City Code and Stormwater matters.

Public Works Director Murphy commented OPU will participate in the Contractors Meeting offering information to increase efficiencies. Tomorrow, the 2024 Street and Utility Project will be sent out for bids and plans for the 18th Street Trail Project will be submitted to the federal office for review. Plans in process for the 2024 Overlay Project and work continues on the Expansion Project at the Wastewater Treatment Plant. The forecast for this weekend is predicting 10-12 inches of snow in Owatonna; remember to give the plows room to maneuver as they work. He then reminded everyone the City's Winter Parking Ordinance is in force until April 1st. Council Member Raney asked if the signs currently on the sidewalks along 18th Street SE near the fairgrounds are part of a city project. Director Murphy responded that the fair board is removing portions of the racetrack to make room for the 18th Street Trail.

Vice President Raney thanked City Attorney Walbran for his services. Attorney Walbran commented he has been kept busy with items from the Community Development Department.

PUBLIC COMMENTS

Roger Wacek, 646 E Vine Street commented about an article he read in the March 2024 Owatonna Public Utility Customer Update titled "Renewable Natural Gas". All underground natural gas, produced by anaerobic digestion of organic material by microorganisms is renewable. Anaerobic (without oxygen) digestion of organic material by microorganisms produced what was called swamp gas or biogas. Biogas, produced in the digester at Owatonna's Sewage Treatment Plant is 45-75% natural gas; CH₄ or methane. The biogas is then burned to generate electricity & to heat water. The process is known as Combined Heat & Power or CHP. He repeated his former request for City Council members require the City Administrator, City Engineer, Sewage Treatment Plant Supervisor, or someone knowledgeable about biogas & CHP schedule an Owatonna Community Education Class tour of Owatonna's Sewage Treatment Plant.

Melissa Zimmerman, 2525 Stoney Creek Drive commented when learning what individuals seek when relocating to a community, she found the current perception of Owatonna is a B Grade overall. Positive attributes include the cost of living, housing affordability and a rich historical background. The city faces challenges of employment opportunities, infrastructure maintenance, transportation options, and amenities and accessibility. Specifically, there is no community center or indoor entertainment options for all ages so many travel to other areas. The closest park to our neighborhood is three miles away. Development of 29th Avenue will add to challenges faced by our neighborhood, but use of 34th Avenue will help current and future residents.

Gary Jones, 995 Ridge Road commented he has spoken to other cities about what they do to control the deer population within their communities. Most do nothing or may do a short-term hunt depending on the count. Drones should be used to determine where the deer population is. Instances of collisions show where they are, tracking

complaints received and counts done by a third party with use of a drone will show where the deer are in the community. The DNR shows the acceptable number of deer within a square mile is 15-20 so Owatonna is 15.2 miles would allow 220 deer. Use of these different pieces will allow preparation of a plan like what other cities are doing.

COUNCIL & STAFF COMMENTS:

Council Member Burbank commented he saw images on Facebook asking about use of the SWAT vehicle last week during a drug investigation. This Bear Cat tactical unit is used to prevent officer injury, many citizens did not realize we have access to one. Owatonna approved partial purchase of this vehicle which is stored in Waseca. Officers can request use when uncertain of what they are getting into, there is ballistic glass on the windshield to protect them.

Council Member Voss commented we are fortunate we have great officers and first responders serving Owatonna.

Mayor Kuntz commented that this spring we are looking for members to appoint to the Human Rights Commission and the Airport Commission. The application form is now available online, there will be two seats to fill on the Airport Commission and three seats on the Human Rights Commission.

At 7:44 p.m., Council Member Boeke made a motion to adjourn, Council Member Voss seconded the motion, and the meeting was closed.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commisison

Approved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Thursday, February 15th, 2024 at 4:30p.m.

The Owatonna Public Library Board of Trustees held the monthly meeting on Thursday, February 15, 2024. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were Vice President Amy Tapp, Trustee Karen Malin, Trustee Quinn Meyer, Trustee Julianna Skulzacek, Library Director Mark Blando and Administrative Technician Robin Spande. Absent was President Trudy Severson.

1. Call to Order

The meeting was called to order by Vice President Tapp 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

Trustee Quinn Meyer moved and Trustee Karen Malin seconded to approve the minutes of the January 2024 meeting. All aye and the motion approved.

5. Children's Services Report February 2024

See attached

6. Financial Report

Blando reported that there are two new bottle fillers being installed at the Library that will be coming out of the CIP budget.

7. Library Use Report

CKI & CKO - physical items				Dec-23			CKI & CKO - physical items				Dec-22				
bp	Checkin	Normal CKI		952			bp	Checkin	Normal CKI		1,113				
bp	Checkin	Late Checkin		266			bp	Checkin	Late Checkin		272				
		BP TOTAL CKI		1,218					BP TOTAL CKI		1,385				
bp	Checkout	First Time CKO		1,039			bp	Checkout	First Time CKO		1,126				
bp	Checkout	Phone Renewal		103			bp	Checkout	Phone Renewal		110				
bp	Checkout	Other Renewal		39			bp	Checkout	Other Renewal		52				
bp	Checkout	Opac Renewal		104			bp	Checkout	Opac Renewal		155				
bp		BP TOTAL CKO		1,285			bp		BP TOTAL CKO		1,443				
CKI & CKO - physical items				Dec-23			CKI & CKO - physical items				Dec-22				
owat	Checkin	Normal CKI		8,743			owat	Checkin	Normal CKI		9,019				
owat	Checkin	Late Checkin		1,955			owat	Checkin	Late Checkin		2,129				
		OPL TOTAL CKI		10,698					OPL TOTAL CKI		11,148				
owat	Checkout	First Time CKO		9,253			owat	Checkout	First Time CKO		9,744				
owat	Checkout	Phone Renewal		226			owat	Checkout	Phone Renewal		214				
owat	Checkout	Other Renewal		286			owat	Checkout	Other Renewal		307				
owat	Checkout	Opac Renewal		1,047			owat	Checkout	Opac Renewal		948				
owat		OPL TOTAL CKO		10,812			owat		OPL TOTAL CKO		11,213				
New Borrowers Dec 2023				Library Visits Dec 2023											
bp		3		bp		605									
owat		167		owat		5,646									
ILL/Loaned Dec 2023				ILL/Borrowed Dec 2023				ILL/Loaned Dec 2022				ILL/Borrowed Dec 2022			
bp		388		bp		183		bp		365		bp		194	
owat		964		owat		855		owat		985		owat		1,018	

8. Upcoming Programs

Winter Book Bingo is in full swing running from February 1 to March 31st. All Patrons need to do is read five books during this time frame. Each book you read gains you entry to the grand prize drawing. There will be one bingo card accepted per patron.

Adult puzzle night was offered on Thursday January 25th in the Reading Room. This program proved to be very popular with ten teams of four signing up in record time. The winning team finished in twenty minutes.

Last week on February 8th Joseph Mbele from Tanzania came to visit the Library. His talk covered "Cultural Differences Between Africans and Americans." He offered an engaging and entertaining talk about cultural differences which cause misunderstandings and conflicts between Africans and Americans. This program was very interesting and well attended.

Join us on Thursday, February 22nd at 2:00 p.m. for a showing of the movie Indiana Jones and the Dial of Destiny in the Gainey Room.

The Diane and Allan Page Testify Collection has assembled banners that will demonstrate African experience from slavery to today. These banners will be on display in our reading room. These are very powerful.

The Secrets of the Owatonna Public Library tour is coming up on Thursday February 22nd at 10:00 a.m. We are celebrating 124 years of serving Steele County. Join Nancy Vaillancourt as she unveils OPL's hidden spots and history.

Our first podcast has been produced and completed. The topic was the Dewey Decimal system. This promises to be a monthly event and will be featured on the city/government page.

9. SELCO Update

Blando attended the SELCO meeting last Tuesday. They are working toward a new ILS program. This will be a huge undertaking for all SELCO Libraries.

Blando will be attending Legislative Day at the State Capital with Senator John Jasinski on February 29th. It will be broadcast as a TEAMS meeting if you are interested in attending.

SELCO is working on a timeline for standardization of Library Procedures.

10. **Library Updates**

The long awaited Makerspace will be up and running this month. We will begin advertising very soon. We will be able to print two colors at a time. This will be a staff involved process. At this point it is a free service that is provided by the Library. This is possible due to financial support from the Library Foundation.

The OCLA (Owatonna Community Leadership Association) program toured the Library this past week.

The time has come again for the annual report. Gathering statistics on patron information that begins February 1st until the end of April 2024.

The City of Owatonna has switched vendors for recycling from Waste Management to Thompson.

Adjourn

A motion to adjourn was made by Trustee Julianna Skulzacek and seconded by Trustee Karen Malin. All aye. The meeting adjourned at 5:05 pm.

The next board meeting will be Thursday, March 21st, 2024 at 4:30pm.

Respectfully submitted,

by Robin Spande

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on FEBRUARY 26, 2024

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:00 p.m. in the Crandall Small Conference Room 120 by Chairperson Olivo.

Members present were Nathan Dotson, Julie Fiske, Vicki Olivo, and Lindsay Schultz. Member John Hole was absent. Also present were Housing Manager Ghassan Madkour and Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Fiske and seconded by Dotson to approve the minutes of the January 22, 2024, HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Ghassan Madkour said that the citywide housing group is putting together one piece of the required application for the Eastgate 2 tax-credit project. The HRA will be assisting with the application, so the application can receive the points needed for tax-credit qualification. Also, Troy Klecker is working with Brad Meyer to hopefully get local businesses with assistance as well. A meeting is planned for mid-March.

Old Business: Madkour said we asked for five to seven housing stability vouchers months ago. These vouchers are specific for homeless people. About two weeks ago, he received an email that funds are not available. He will get in touch with someone to clarify if this means that vouchers are not available. More information to come.

The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for January totaled 104. Total year to date assistance and administration costs were \$81,476.53 and revenues were \$75,208.51. The Housing Choice Voucher Program fund balance at January month end is \$164,348.46. The HRA Revenues year to date total is \$45,522.00 and the expenses total \$39,686.78. The HRA General Fund balance is \$633,128.58.

Madkour said that he's having issues with some clients that he's had to terminate. He said he would rather put a termination letter in and give them a 30-day notice with an appeal notice. We can always issue the voucher again. It empowers them to move forward properly. He has two clients he's terminated because of repeated violations.

We're serving 31 clients under the MN Housing Bridges Program (3 more are being serviced in Mower County). The Bridges County Grant serves 9 clients.

There are five port outs under HCV. We're at 104 vouchers out of 113, with 6 in the hopper. Once people start coming off, he must keep them off and not replace them because of the tax credit project coming up. We should know within the next year to year and a half if we will receive tax credits for Eastgate 2.

Madkour said there are 31 clients on the Mainstream Program. He's doing an orientation for two HCV and four Mainstream on Friday morning. There are several clients for housing, too. He said people have 60 days up front with their voucher. He said he'd like to have Mainstream filled with 40 vouchers by summertime.

January was the first month that we surpassed \$100,000 in HAP (housing assistance payments).

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

Adjournment: There being no further business, a motion to adjourn was made by Dotson and seconded by Schultz. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:38 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Rossi, Vetter and Doyal via phone. Absent were Commissioners Zirngible and Johnson. Also present were Director, Finance & Administration Olson; City Administrator Busse; Director, Information Technology & Metering Baum; Manager, Facilities, Gas & Water Engineering & Operations Prokopec; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation & Key Accounts Officer Hendricks; OPU employees Lori Jerpbak, Deb Anderson, and Shanda Meier. Other guests included City Council member, Dan Boeke.

Commissioner Rossi called the meeting to order and led the Pledge of Allegiance. He then asked for approval of the agenda and the consent agenda. The consent agenda items included the revised minutes from the December 20, 2023 meeting, the minutes from the January 23, 2024 meeting and the contributed services from January 31, 2024. Commissioner Vetter moved to approve the agenda and consent agenda items. Commissioner Doyal seconded the motion. All members voting Aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Rossi noted the Finance Committee didn't meet due to the absence of two commissioners. He asked for the Commission to review disbursements report and noted vouchers for January totaled \$8,519,100.08. Commissioner Vetter moved to approve the vouchers. Commissioner Doyal seconded the motion. All Commissioners voting Aye, the motion passed. Mr. Rossi then presented a work order request to the Commission. He noted the work order is for a booster pump in Central Water Works that is beginning to fail. The pump needs to be rebuilt before the summer high pumping season. The pump can be rebuilt for \$30,000. The last time it was rebuilt was in 2006. After discussion, Commissioner Rossi moved to approve the work order as presented for \$30,000. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Personnel Committee - Commissioner Rossi reported the Personnel Committee met and received a staffing report. It was noted recruitment continues for an open position in the Information Technology department. The Committee looked at OPU's Succession planning program for 2024 as well as General Manager Warehime noted union negotiations will be starting soon with the current contract expiring on May 31, 2024.

City Administrator's Report

City Administrator Busse gave the State of the City report to the Commission. She noted who the City leaders and staff are and discussed such things as Key Focus areas, a review of 2023, a look forward to 2024 including the City budget and levy. She noted, the key focus areas include Economic Vitality, Infrastructure, Quality of Life, and Efficient Effective Government.

Key accomplishments for 2023 included a record-breaking year for building permit evaluations. She noted 1,761 permits were issued resulting in valuation of \$110,530,779. She discussed accomplishments in other city departments, as well. Looking forward 2024 projects include the Ascend & Westlake Meadows projects, renovations to the Library and Merrill Hall, and the ongoing expansion of the Wastewater Treatment plant to name a few.

City Administrator Busse wrapped up by discussing the 2024 budget and everything the levy provides.

General Manager/Staff Report

Director, Information Technology and Metering Baum reported the new audio/visual equipment in the Morehouse Conference Room is scheduled to be updated beginning on March 6th.

Director, Finance and Administration Olson provided an update on the building the City and OPU were looking at purchasing. He noted the City has decided to not participate in the purchase. OPU will continue to do further evaluation to see if the building would meet our needs as far as equipment, vehicle, and supplies storage. The building is located across from the West Owatonna Substation on Bridge Street. Currently Viracon has a lease on the building until 2030 for their storage needs. Staff will bring the item back to the Commission once they have a further update.

Director, Finance and Administration Olson updated the Commission on the status of revised water rates. He noted, a lot of work is being done to better understand the “why” behind revised water rates. Barr Engineering will attend the next Commission meeting to share what they have encountered while dealing with the Department of Natural Resources and asking for additional appropriations regarding water. Staff is working closely with Barr Engineering and is putting together scenarios for handling increased water usage in the summer months. Commissioner Vetter asked for the next meeting to be recorded and made available for Commissioners, along with Barr’s presentation for future reference.

Commissioner Roundtable

Commissioner Doyal thanked City Administrator Busse for her report. Mr. Doyal also expressed he is looking forward to hearing more about the numbers for the Bridge St. building.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 4:59 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

OWATONNA PLANNING COMMISSION MINUTES FOR MARCH 12, 2024

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Charles S. Crandall Center – Chambers at City Hall with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Rachel Springer-Gasner, Kelly Rooks, John Eickhoff, Nick Peake, and Dave Effertz. Commissioners Mark Meier and Mark Wilson were absent. Community Development Manager Greg Kruschke, Planning Specialist Ashley Zidon, and Administrative Technician Kristen Kopp were also present.

A motion was made by Effertz and seconded by Springer-Gasner to approve the minutes of the regular meeting of February 13, 2024. All Commissioners voting Aye, the motion carried.

Preliminary Plat of Marthaler Addition, which is a 4.26± acre tract of land to be zoned B-2, Community Business District, requested by Jayme Baker, Marthaler Automotive, on behalf of John Ihlenfeld and located at 2500 State Avenue NW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:37 pm. John Schulte of Jones, Haugh, and Smith was present representing applicant and owner. He said he was able to answer questions. Jayme Baker was also present. Effertz asked if there is just one access to the property. Kruschke said that is correct. Public hearing closed at 5:38 pm. Eickhoff asked if the access was so far to the south because of the roundabout. Kruschke said that is correct; they worked with Steele County to design this area. Eickhoff said he thinks this is a great use for the property. A motion was made by Eickhoff and seconded by Springer-Gasner to recommend City Council approval of the preliminary plat of Marthaler Addition with the following conditions:

- 1) Final plat approval shall not occur until the annexation has been finalized.
- 2) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 4) The developers shall enter into a development agreement with the City prior to recording of the final plat.
- 5) MN Plumbing code requires an open trench for sanitary sewer that is installed within private property. The noted trenchless method is not permitted within private property.
- 6) Fire hydrants shall be installed every 400' along State Avenue NW.
- 7) All plantings shall occur on the private property, outside of any drainage or utility easements.
- 8) A utility easement will need to be recorded with the final plat for the sanitary sewer main at a width determined by the City Engineer.
- 9) All comments of the City Engineer's memo shall be met.
- 10) The driveway easement be recorded with the Final Plat.

All Commissioners voting Aye, the motion carried.

Community Development Manager Kruschke said they're still working on property acquisition on the Vine Street parking lot. Parking Hour designation will be discussed when the plans are finalized.

Stantec will be here at the next meeting to go over the updates to the Comprehensive Plan. There will be an open house on the Comprehensive Plan on Thursday, May 16 from 4 to 7 p.m. in the Morehouse Room at OPU.

Community Development Manager Kruschke provided updates on previous items. He said that all of the items on the last meeting were approved by Council.

Community Development Manager Kruschke provided the February Building Reports. We're a little bit behind 2023 as far as valuation goes, but permit numbers are higher this year. We have some big permits yet to issue, so we should catch up.

A motion was made by Effertz to adjourn was seconded by Peake at 5:45 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager



CITY OF
OWATONNA

Event Permits



EP-24-8

Events Permit Application

Status: Active

Submitted On: 3/13/2024

Primary Location

No location

Applicant



Lisa Cochran



507-475-3451



lcochran@owatonna.org



120 S Oak Ave

Owatonna, MN 55060

Event Information **Cino de Mayo Celebration in Central Park**

Saturday, May 4th from 11 am - 10 pm

Event Contact*

Lisa Cochran

Request use of park, will block parking spaces on three sides of park (north, east & west) for food trucks and participant walkability; request 10 barricades and 71 cones to restrict moving traffic near the park.

Location of Event*

Central Park in Downtown Owatonna

Description of Event* ?

Cinci de Mayo celebration

Event Set Up Date

05/04/2024

Event Set Up Time* ?

9:00AM

Actual Event Date*

05/04/2024

Actual Event Time* ?

11:00AM

Clean Up Date*

05/04/2024

Clean Up Time ?

10:00PM

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

Canceled

Estimated Attendance* ?

500

Is this event a dance?*

Yes

Application Information

Sponsoring Organization Name*

Alliance for Greater Equity

Mailing Address*

PO Box 1015

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<http://allianceforgreaterequity.org/>

Primary Contact

Name*

Marco Rodriguez

Phone Number*

507-213-3966

Cell Phone

507-213-3966

Email Address*

mrmn1991@gmail.com

Primary On-site Contact

Name*

Marco Rodriguez

Cell Phone*

507-456-7896

Alternate On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Refer Media or Citizen Inquiries To:

Name*

Marco Rodriguez

Phone*

507-213-3966

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

9AM-10PM

Date*

05/04/2024

Name of Requested Street(s)*

E. Park Square, W. Park Square,
Broadway St (to the north of Central
Park)

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

9AM-10PM

Date*

05/04/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

9AM-10PM

Date*

05/04/2024

Parks*

Yes

Start/End Time*

9AM-10PM

Date*

05/04/2024

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

Yes

Number and Size*

Several, 2ftx3ft

Will there be any inflatables?*

Yes

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

Will there be entertainment?*

Yes

What Type*

Band, games, dancing demonstrations,
DJ

Will sound amplification be used?*

Yes

Type*

Small amps from the band

Hours*

11-9

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

any tents that are set up are 10ftx10ft

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

12

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Plaza Morena-beer only

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*

Food Trucks will need to use outlets in the park, both 110 and 220, so they need to be on.

Describe level of advertisement* ?

Posters, Facebook, Print, Radio

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

10

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

71

Size Needed*

Large

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

Will Central Park Stage be used?*

Number Needed*

Yes

1

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

We will be getting extra trash receptacles delivered to the park (donation) along with the trash receptacles that are in the park. All food vendors are responsible for their own trash - cannot leave oil behind

Will event need traffic control?*

No

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

We will have many volunteers at the park that day to help with the crowd. Central Park is the only spot people can drink, so it will be contained.

Will "No Parking" signs be needed?*

Number Needed*

Yes

30

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

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

Notification will take place on Facebook and radio. Sound system will be used. Attendees will be advised to leave to take cover under tables, businesses, etc. A decision will be made by 6AM regarding canceling due to weather implications.

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

Name*

Marco Rodriguez

Phone Number*

507-213-3966

Email*

mrmn1991@gmail.com

List any other pertinent information

Lisa will be in contact with John Meixner, who is in charge of Farmer's Market Sign up so he can notify participants of special placement that day. The purpose of this event is to educate people about the Mexican culture and Cinco de Mayo customs. Anyone is welcome.

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

Central Park Stage Usage Information

Time*

11AM

Open*

9AM

Close*

9PM

Sound or Light Person Needed*

No

Size of Group that will be on stage*

6-8

Type of Group* ?

Mexican Band

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

Lisa Cochran

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

Applicant Signature

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

Signature of Applicant*



Lisa Cochran

Mar 11, 2024

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved, with no comment made.

Park & Rec. Department Approval / Comments / Notes

Approved. No park crew needs. Request that tents are not staked due to irrigation lines at the park. Communicated with Lisa.

Police Department Approval / Comments / Notes

Approved. No operational impact. Extra patrols will occur.

Public Works Department Approval / Comments / Notes

Approved. barricades and cones will be dropped off on Friday. event organizers are responsible for no parking signs being taken down after event.

Building & Inspection

Approved with no comment made.

Date to Council

– Will be item on Council Consent Agenda - April 2, 2024 Meeting.

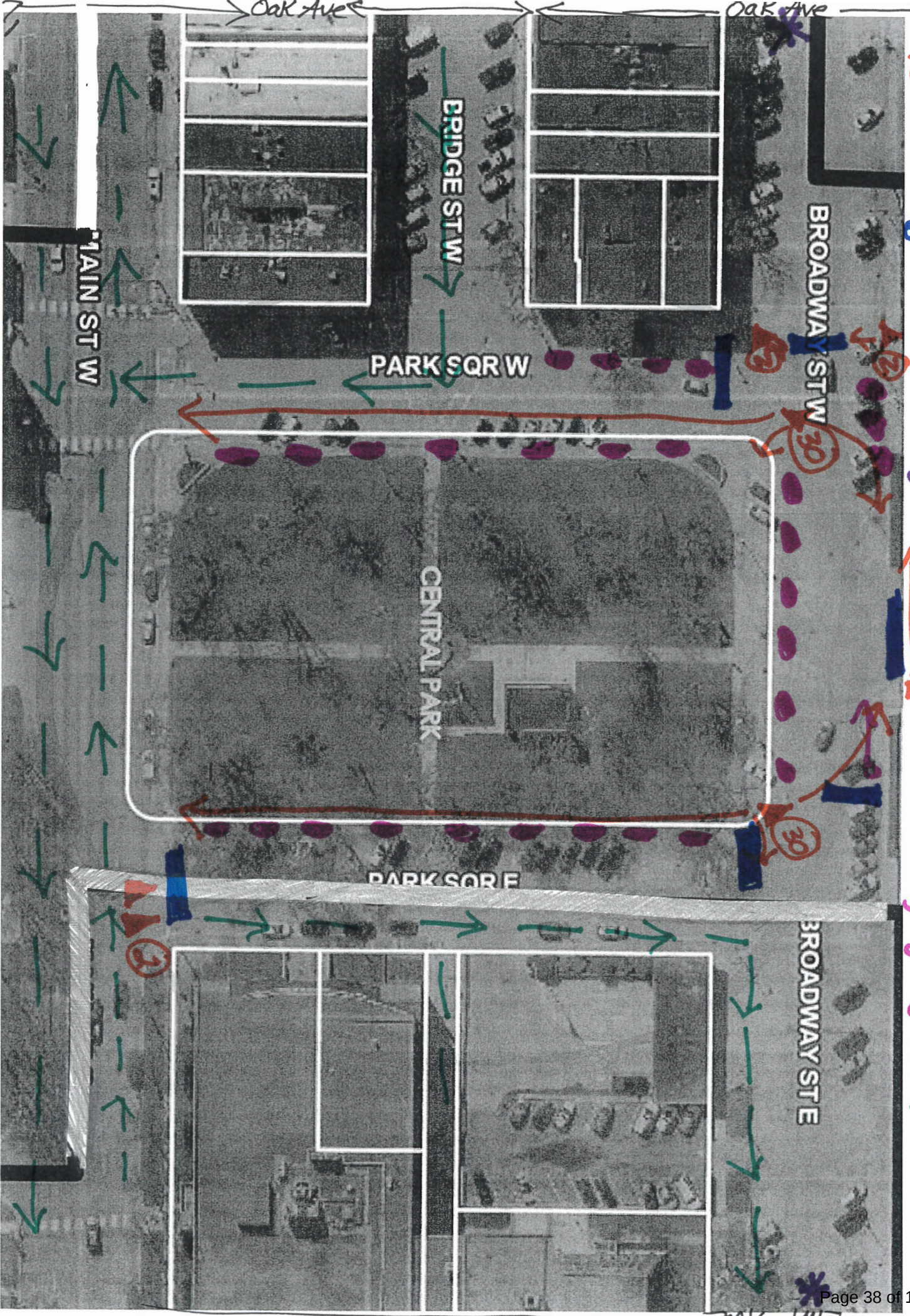
Council Notes

 **Items Needed** Request use of park, will block parking spaces on three sides of park (north, east & west) for food trucks and participant walkability; request 10 barricades and 71 cones. Will block traffic on Broadway so no traffic along north side of park, block traffic on Park Sqr W so no southbound from Broadway, traffic can turn onto Park Sqr W from Bridge St W. 12 vendors set in park, some with small tents (10 x 10). Plaza Morena to provide beer (only) using their caterer's license. Will be band/DJ on Central Park Stage, Lisa Cochran with OCC will open stage.

Attachments

	Site Plan Event Map 5-4-24.pdf Uploaded by Lisa Cochran on Mar 13, 2024 at 5:57 PM	REQUIRED
	Addition to the permit application.docx Addition to the permit application.docx Uploaded by Lisa Cochran on Mar 15, 2024 at 3:23 PM	

Zones  Road blocks  Red Check Ahead   No Parking Signs  Street Traffic 



Date	Activity
3/21/2024, 11:18:49 AM	Jeanette Clawson altered approval step Fire Review, changed status from Complete to On Hold on Record EP-24-8
3/21/2024, 11:19:20 AM	Jeanette Clawson altered approval step Fire Review, changed status from On Hold to Complete on Record EP-24-8
3/21/2024, 11:19:37 AM	Jeanette Clawson altered approval step City Council Approval, changed status from Active to On Hold on Record EP-24-8

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Admin Review	3/13/2024, 5:57:47 PM	3/14/2024, 5:07:36 PM	Jeanette Clawson	-	Completed
✓ Police Approval	3/14/2024, 5:07:37 PM	3/21/2024, 10:56:51 AM	Jeffrey Mundale	-	Completed
✓ Public Works Review	3/14/2024, 5:07:37 PM	3/21/2024, 10:10:41 AM	John Martin	-	Completed
✓ Parks and Rec Review	3/14/2024, 5:07:37 PM	3/18/2024, 9:52:06 AM	Maryjo Knudson	-	Completed
✓ Fire Review	3/14/2024, 5:07:37 PM	3/21/2024, 11:19:20 AM	Ed Hoffman	-	Completed
✓ Building and Inspections Review	3/14/2024, 5:07:37 PM	3/15/2024, 2:07:13 PM	Ken Beck	-	Completed
✓ City Council Approval	3/21/2024, 10:56:52 AM	-	Jeanette Clawson	-	On Hold
💰 Special Event Fee Payment	-	-	Lisa Cochran	-	Inactive
📄 Event Approval Summary Issuance	-	-	-	-	Inactive



EP-24-9

Events Permit Application

Status: Active

Submitted On: 3/15/2024

Primary Location

No location

Applicant



Lisa Cochran



507-475-3451



lcochran@owatonna.org



120 S Oak Ave

Owatonna, MN 55060

Event Information

Farmer's Market in Central Park

Event Contact*

Lisa Cochran

Saturday mornings, May - October 2024

7:00 am to noon

Request use of Central Park as in previous years. Some mornings, they might offer entertainment on the stage.

Location of Event*

Central Park in Downtown Owatonna

Description of Event* ?

Farmers Market and possible Saturday Entertainment. Every Saturday May through October, 20234

Event Set Up Date

05/04/2024

Event Set Up Time* ?

5:00AM

Actual Event Date*

05/04/2024

Actual Event Time* ?

7:00AM

Clean Up Date*

10/27/2024

Clean Up Time ?

12:00 PM

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

Canceled

Estimated Attendance* ?

1000

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Owatonna Business Partnership along
with MainStreet Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-475-3451

Cell Phone

1-507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

John Meixner

Cell Phone*

507-455-0969

Alternate On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Refer Media or Citizen Inquiries To:

Name*

John Meixner

Phone*

507-455-0969

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

several, 1 ft x 2 ft

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

musical

Will sound amplification be used?*

Yes

Type*

small amp

Hours*

9:00AM-12:00PM

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

Typically, 10x10 tents for vendors

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

75

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Is this a request for a temporary permit?*

Yes

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Power that is in the park is fine and sufficient

Describe level of advertisement* ?

Social media, newsletters, print, posters, local TV, website, signs, radio

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Size Needed*

Small

Will Central Park Stage be used?*

Yes

Number Needed*

1

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Each vendor is responsible for their own trash removal, no additional trash bins needed

Will event need traffic control?*

No

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

Vendors set up in lines and attendees walk along sidewalks, pretty organized.

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

People should leave. If there is a sound system being used on that particular day, there will be an announcement made. If severe weather is predicted before the start of the market, announcements will be made via social media, Downtown Owatonna's page

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

Name*

John Meixner

Phone Number*

507-455-0969

Email*

littleprofessor8@gmail.com

List any other pertinent information

Bathrooms do not need to be open before 7:00AM. There are not places on this permit to put maybe answers or a range for numbers. We can have anywhere from 300-2000 people at each event. The stage may not be used at all - this is a work in progress for entertainment. Lisa Cochran, Brad Meier or Jerry Besser will be the contacts for opening the stage if needed. This event does not need cones, but when I entered that it asked what size so I said small since I cannot leave it blank. If it is raining, the event goes on. It is only canceled if there is severe weather. This requires no extra services of City Departments except there may be more trash than usual to empty on Monday. We continue to enjoy our partnership with the City of Owatonna and appreciate the support they offer for community events like the Farmer's Market.

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

Central Park Stage Usage Information

Time*

9:00AM

Open*

8:45AM

Close*

12:00PM

Sound or Light Person Needed*

No

Size of Group that will be on stage*

Under 5 people

Type of Group* ?

musical

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

Lisa Cochran, Brad Meier, Jerry Besser

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

Applicant Signature

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

Signature of Applicant*

✓ Lisa M Cochran
Mar 15, 2024

Internal Use

🔒 Special Provisions

Some vendors will begin setup two hours prior to the event, so beginning at 5:00 am. Cleanup within an hour so should be cleared from park by 1:00 pm.

🔒 Fire Department Approval / Comments / Notes

Approved with no comment made.

 Park & Rec. Department Approval / Comments / Notes

Approved. Have confirmed details with Lisa.

 Police Department Approval / Comments / Notes

No operational impact. Extra patrols will occur.

 Public Works Department Approval / Comments / Notes

Approved with no comment made.

 Building & Inspection

Approved with no comment made.

 Date to Council

- Will be item on Council Consent Agenda - April 2, 2024 Meeting.

 Council Notes

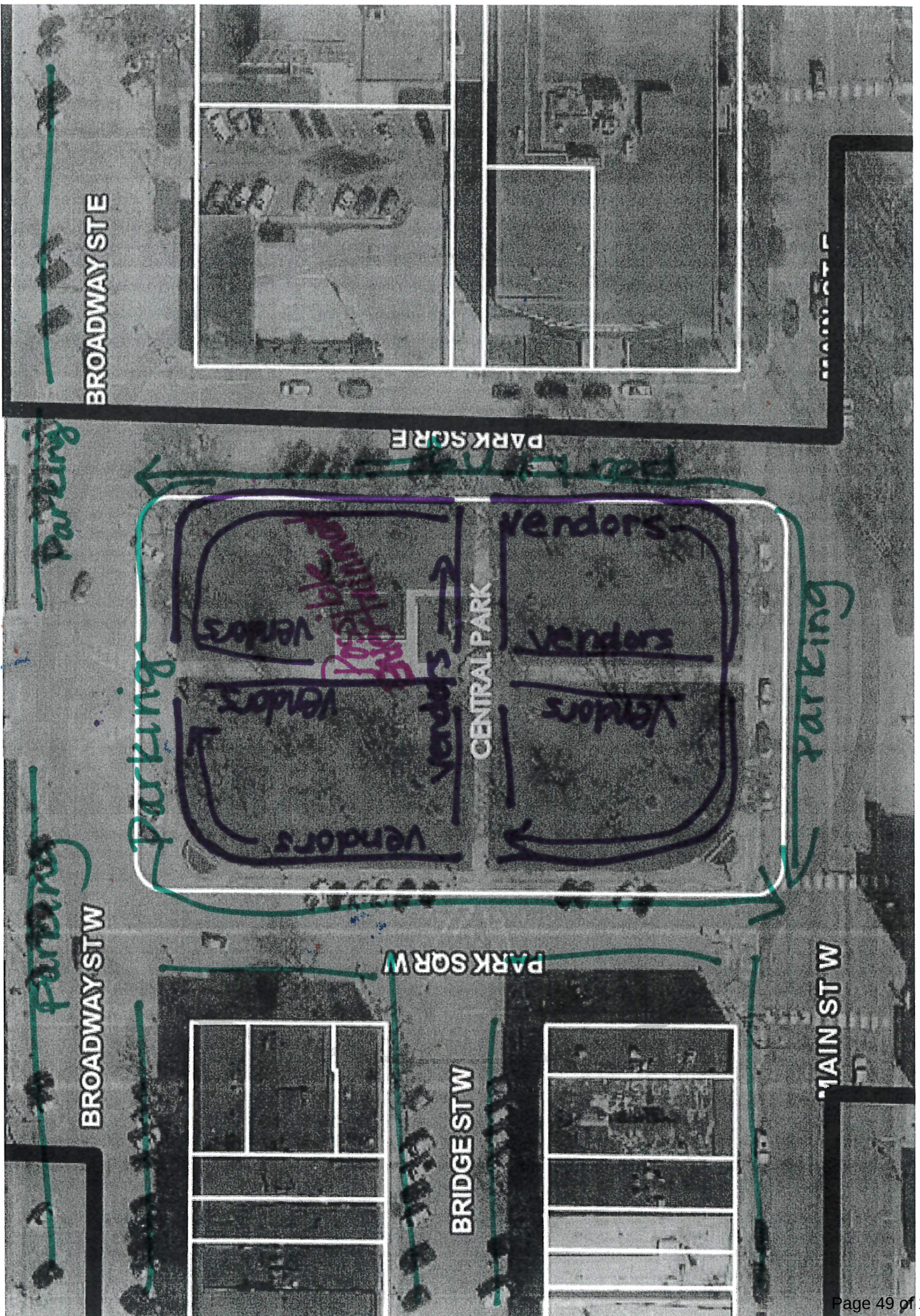
 Items Needed

Use of Central Park on Saturday mornings May - October.

Attachments

Site Plan

Site Plan Farmer's Market 2024





EP-24-10

Events Permit Application

Status: Active

Submitted On: 3/21/2024

Primary Location

No location

Applicant



Joe Elbert



507-279-4015



jelbert56@gmail.com



3082 Havana Rd

Owatonna, MN 55060

Event Information

Smokin'in Steele Barbecue and Blues

Friday, May 31st and Saturday, June 1st

Event Contact*

Joe Elbert

Location of Event*

Steele County Fair Grounds

Request use of these city items: S Elm Avenue between E Park St & SE 18th Street, 5 barricades and 30 cones to block S Elm Ave at E Park St & S 18th St and will also block two access points into SCFF on Cedar Ave. Various bands playing between noon and 10:00 pm.

Description of Event* ?

Smokin' in Steele Barbecue and Blues

Event Set Up Date

05/30/2024

Event Set Up Time* ?

8:00 AM

Actual Event Date*

05/31/2024

Actual Event Time* ?

7:00 AM

Clean Up Date*

06/02/2024

Clean Up Time ?

9:00 AM

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

Canceled

Estimated Attendance* ?

2000

Is this event a dance?*

Yes

Application Information

Sponsoring Organization Name*

Knights of Columbus 945

Mailing Address*

PO Box 945

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.smokininsteele.com

Primary Contact

Name*

Joe Elbert

Phone Number*

5074551428

Cell Phone

5072794015

Email Address*

Jelbert56@gmail.com

Primary On-site Contact

Name*

Joe Elbert

Cell Phone*

5072794015

Alternate On-site Contact

Name*

John Hammer

Cell Phone*

(507) 213-8016

Refer Media or Citizen Inquiries To:

Name*

John Hammer

Phone*

507.213.8016

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

7:00 AM 05/31 / 6:00 PM 06/01

Date*

05/31/2024

Name of Requested Street(s)*

S. Elm Ave

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

6 / 30 x 96 and 1 / 48 x 144

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Music

Will sound amplification be used?*

Yes

Type*

Blues

Hours*

12 Noon - 10 PM

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

Small Band shell from Four Seasons

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

5

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Columbian Center

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*

Steele County Fair Grounds

Describe level of advertisement* 

Southern MN

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

Size Needed*

5

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?*

Number Needed*

Yes

30

Size Needed*

Medium

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

Will Central Park Stage be used?*

Will there be any horses?*

No

No

Describe trash removal and cleanup plan during and after event*

SKJEVELAND and Knights of Columbus

Will event need traffic control?*

No

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

Steele County Special *Deputy and Knights of Columbus*

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?*

Steele County Free Fair emergency action plan

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

Name*

Joe Elbert

Phone Number*

507.279.4015

Email*

jelbert56@gmail.com

List any other pertinent information

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

Applicant Signature

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

Signature of Applicant*

✓ Joseph D. Elbert
Mar 21, 2024

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

Approved with no comment made.

 Park & Rec. Department Approval / Comments / Notes

Approved. No P&R impact.

 Police Department Approval / Comments / Notes

No operational impact. Extra patrols will occur.

 Public Works Department Approval / Comments / Notes

Approved schedule pickup of barricades and cones prior to event.

 Building & Inspection

Approved with no comment made.

 Date to Council

— On Council Consent Agenda - April 2, 2024 Meeting

 Council Notes

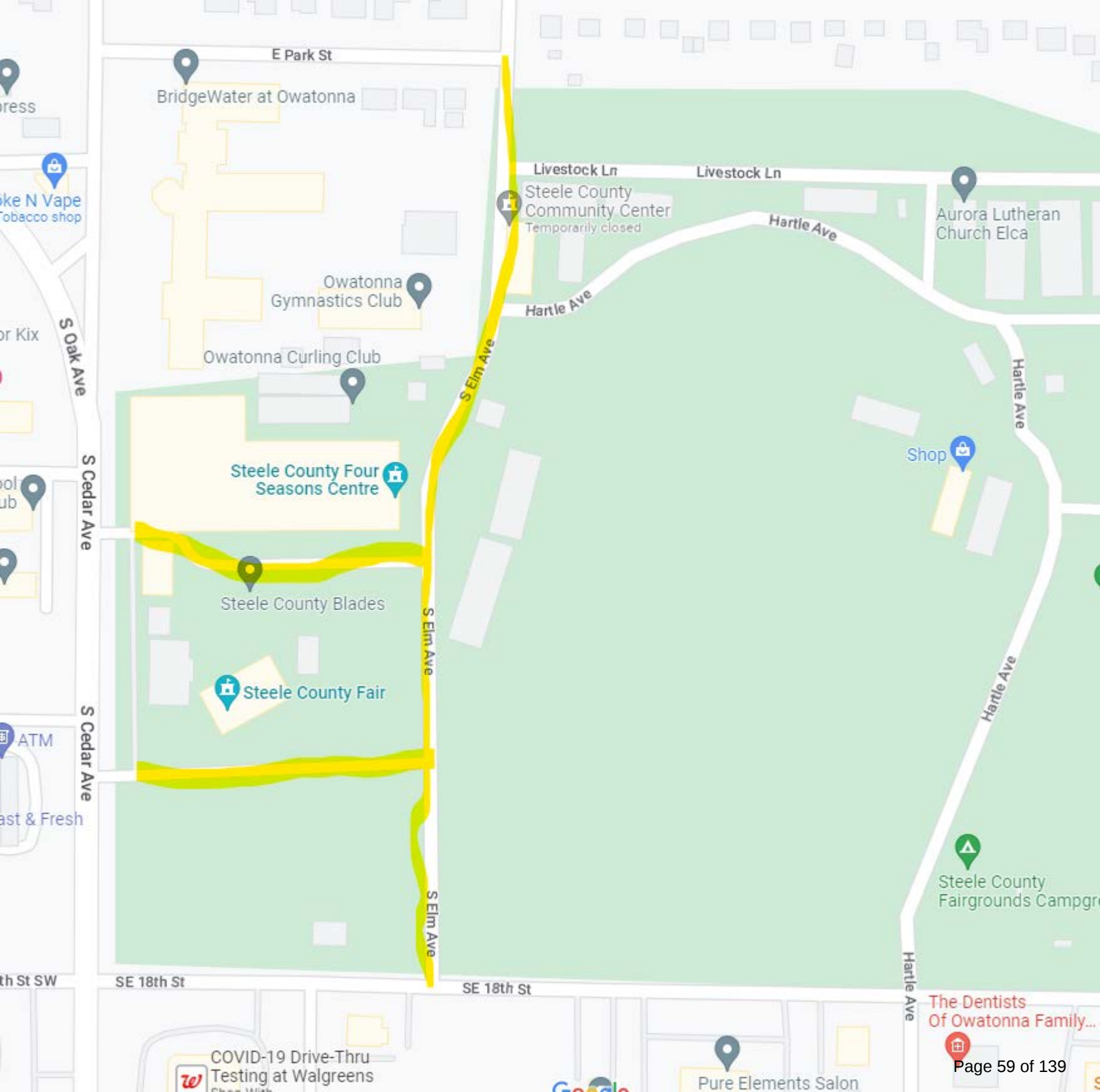
 Items Needed

Request use of these city items: S Elm Avenue between E Park St & SE 18th Street, 5 barricades and 30 cones to block S Elm Ave at E Park St & S 18th St and will also block two access points into SCFF on Cedar Ave.

Attachments

Site Plan : Site Map Road Close. png

Uploaded by Joe Elbert on Mar 21, 2024 at 9:12 AM



The Dentists
Of Owatonna Family...

EP-24-11**Events Permit Application**

Status: Active

Submitted On: 3/21/2024

Primary Location

No location

Applicant Jennifer Thiele 507-451-1420

jennifer.thiele@steelehistorymuseum.org

 1700 Austin Rd
Owatonna, MN 55060

Event Information**Event Contact***

Anne Peterson

Orphanage Museum Fall Celebration

Saturday , September 21st from noon to 4:00 pm

Use of West Hills Campus

Location of Event*

West Hills Campus

Description of Event* ?

Orphanage Museum Fall Celebration

Event Set Up Date

09/21/2024

Event Set Up Time* ?

10:00 am

Actual Event Date*

09/21/2024

Actual Event Time* ?

12:00 pm

Clean Up Date*

09/21/2024

Clean Up Time ?

4:00 pm

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

Canceled

Estimated Attendance* ?

250

Is this event a dance?*

No

Application Information

Sponsoring Organization Name*

Steele County Historical Society

Mailing Address*

1700 Austin Rd., Owatonna, 55060

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.schsmn.org

Primary Contact

Name*

Jennifer C. Thiele

Phone Number*

507-451-1420

Cell Phone

541-206-1067

Email Address*

jennifer.thiele@steelehistorymuseum.org

Primary On-site Contact

Name*

Anne Peterson

Cell Phone*

507-475-2546

Alternate On-site Contact

Name*

Tom Bonacci

Cell Phone*

507-213-3386

Refer Media or Citizen Inquiries To:

Name*

Jennifer C. Thiele

Phone*

507-451-1420

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

09/21/2024

Date*

09/21/2024

Name of Requested Street(s)*

W. Hills Circle, Grandview Ave, Dunnell
Dr, Ronglein Ln, Florence Ave, State Ave.

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

09/21/2024

Date*

09/21/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

09/21/2024

Date*

09/21/2024

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

One 4' x 8' event banner on the hill near the Administration building.

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

No

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Is this a request for a temporary permit?*

Yes

Will there be a fireworks display?*

No

Describe power needs and location of power source*

SCHS will not require any exterior power sources from the City of Owatonna.

Describe level of advertisement* ?

The event will be advertised on the radio, newspaper, tv stations, social media and on our websites.

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Size Needed*

Small

Will Central Park Stage be used?*

No

Will there be any horses?*

Yes

Number Animals Anticipating*

2

How will horses be used?*

Horses will be used to pull a passenger wagon around the West Hills Complex. Guides on the wagon will describe the history of the property. The wagon will also stop at various locations on the grounds and reenactors will provide guests additional information about the former State Public School.

Please provide insurance information and complete Hold Harmless Agreement

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

☒ Jennifer C. Thiele
Mar 21, 2024

Describe trash removal and cleanup plan during and after event*

SCHS staff and volunteers will clean up and removal and garbage created by the event and dispose of any garbage in dumpsters.

Will event need traffic control?*

No

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

SCHS and the horse owners will bring in our own cones to set up a barricade to protect visitors and the horses from passing vehicles on the West Hills campus. Volunteers will be stationed throughout the event to ensure guests stay on the sidewalks or grass.

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

All outdoor activities will be moved into the Orphanage Museum, Cottage 11 and the Owatonna Arts Center.

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

Name*

Jennifer C. Thiele

Phone Number*

541-206-1067

Email*

jennifer.thiele@steelehistorymuseum.org

List any other pertinent information

SCHS would like to provide guests tours of the newly completed Crandall Center. We would also like to be notified if construction on Merrill Hall will impact our routes for the horse-drawn wagon rides.

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

Applicant Signature

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

Signature of Applicant*

✓ Jennifer C. Thiele
Mar 21, 2024

🔒 Special Provisions

Set up begins at 10:00 am., will be two horse / wagon rides to tour former State Public School grounds, rides start near the Arts Center's entrance, goes west on Ronglein Lane, north on Florence Avenue to State Ave, south on State Ave to return to the West Hills Campus. Request use of grounds and will place large banner near Admin Building. Estimate 250 to attend.

🔒 Fire Department Approval / Comments / Notes

Approved with no comment made.

🔒 Park & Rec. Department Approval / Comments / Notes

Approved - Call for locates prior to staking banner on hill. A certificate of insurance is needed for the horses. All clean-up from horses must be done, and horses should remain on paved areas to avoid damage to grass.

🔒 Police Department Approval / Comments / Notes

Approved, no operational impact.

🔒 Public Works Department Approval / Comments / Notes

Approved, no additional comment.

🔒 Building & Inspection

Approved, no additional comment.

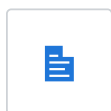
🔒 Date to Council

– **Add to Council Consent - April 2, 2024 Meeting.**

🔒 Council Notes

🔒 Items Needed

Attachments



Site Plan

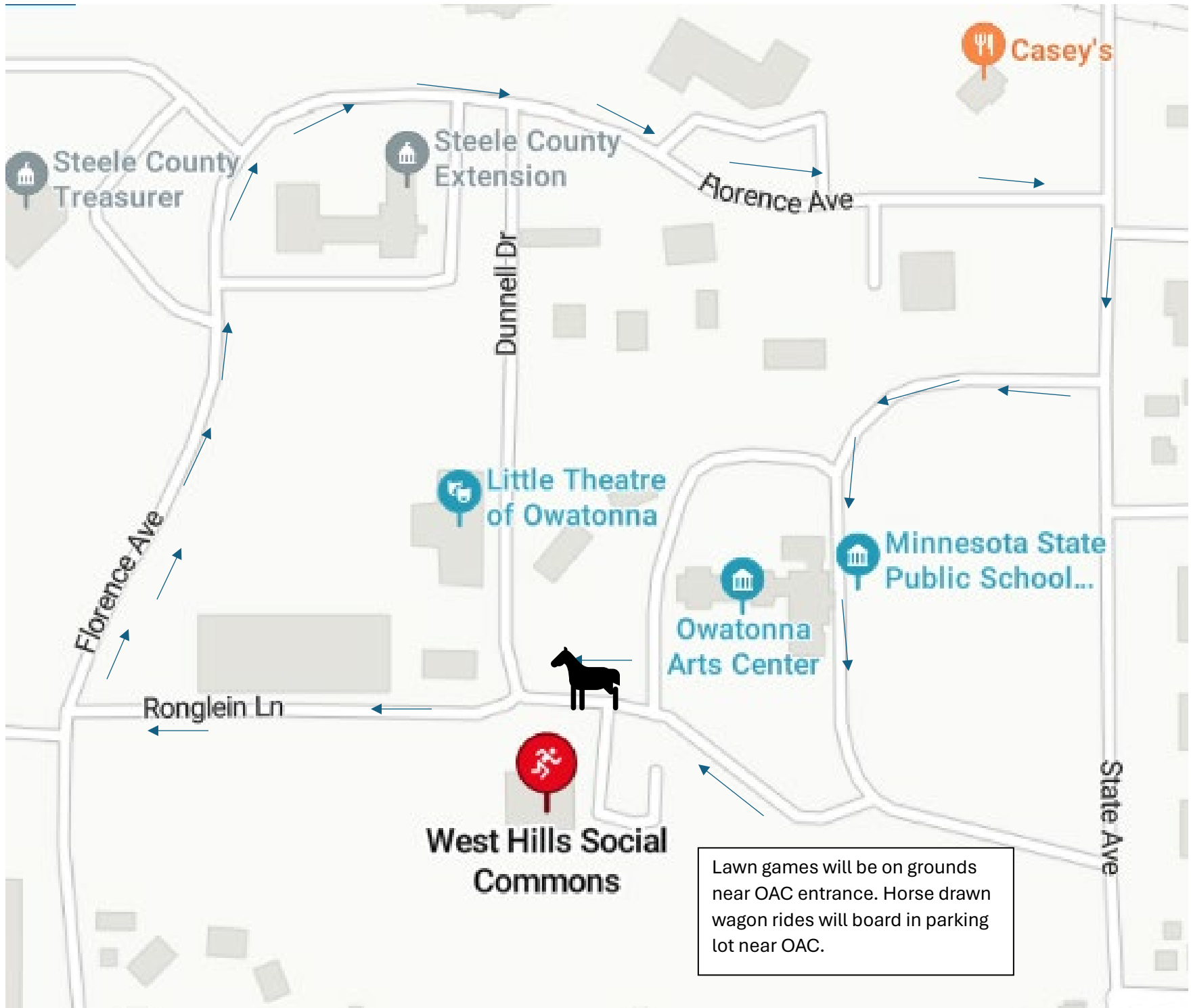
Fall Celebration Site Plan.docx

Uploaded by Jennifer Thiele on Mar 21, 2024 at 10:09 AM

REQUIRED

History

Date	Activity
3/21/2024, 9:17:29 AM	Jennifer Thiele started a draft of Record EP-24-11
3/21/2024, 10:09:51 AM	Jennifer Thiele submitted Record EP-24-11
3/21/2024, 10:09:52 AM	approval step Admin Review was assigned to Jeanette Clawson on Record EP-24-11





CITY OF
OWATONNA

Licenses Permits



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Renew Annual Tree Trimmers Licenses: Carstens Properties Tree Service LLC and Johnson Construction & Tree Service

Purpose:

Council to approve applications to renew two annual Tree Trimmer's Permits.

Background:

The City Code considers it "unlawful for any person to cut, trim, prune, remove, spray or otherwise treat trees, shrubs or vines which are located on or extend over any public street, boulevard, park or other public place, for another, without a license therefor." The City's Tree Trimmer Permits expire March 31st each year. Renewal Notifications were sent and the completed application, payment of the annual permit fee and insurance information has been received for renewal from Carstens Properties Tree Service LLC, Austin MN and Johnson Construction & Tree Service LLC, Austin MN.

Budget Impact:

\$100.00 - the Annual Tree Trimmer's Permit is \$50.00.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



CITY OF
OWATONNA

Miscellaneous



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
Aaron Fitzloff, Facilities Manager
SUBJECT: Project Development & Scoping Services for HVAC Replacements - ICS

Purpose:

Seeking approval of the ISC agreement for Project Development and Scoping Services for HVAC Replacements.

Background:

The approved 2024 Capital Improvement Project (CIP) includes three projects that require additional evaluation and scope before seeking bids.

- Maintenance Facility Ventilation GB-24-004
- Social Commons Rooftop Heat & AC GB-21-002
- Fire Hall Air Handler Replacement F-22-004

The City has been working with ICS since 2019 on Government Buildings, and they have an understanding of the City's buildings and CIP projects. By performing this initial work, we can ensure that we have accurately identified the project scope with the appropriate requirements. This will help ensure that all necessary work is included and identified when bidding on these projects. Staff believes this new process is more proactive and will produce better results.

Budget Impact:

The cost for this service will be included in each CIP project with the approved funding.

Individual Project Scoping Service Fee:

Maintenance Facility Ventilation GB-24-004	\$3,100
Social Commons Rooftop Heat & AC GB-21-002	\$2,800
Fire Hall Air Handler Replacement F-22-004	\$4,650

Staff Recommendation:

Staff recommends approval.

Attachments:

1. ICS Project Scope Services Proposal



A LEGENCE Company

City of Owatonna

540 West Hills Circle, Owatonna, MN 55060



Project Development and Scoping Services for HVAC Replacements

March 8, 2024



CITY OF
OWATONNA

1331 Tyler Street NE, Minneapolis, Minnesota 55413
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

03/08/2024

Mr. Aaron Fitzloff
Director of Buildings & Grounds
City of Owatonna
540 West Hills Circle Drive
Owatonna, MN 55060



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: City of Owatonna
Project Development and Scoping Services for HVAC Replacements

Dear Aaron:

At your request, ICS is pleased to provide you with this letter of understanding and proposal to provide consulting services related to HVAC Replacements. Our intent is to provide assistance in developing selected projects from the City's CIP plan to ensure a proper scope of work is clearly identified and utilized by the City to solicit competitive bids on those projects.

We would be happy to discuss this proposal with you and district leadership for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to continuing our working relationship with the City of Owatonna.

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Piper, LEED AP
Business Development Specialist
ICS

CC: File
Jenna Tuma, City of Owatonna
Chris Ziemer, ICS



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II. Development, Design and Pre-Construction Phase	4
III. Construction and Post-Construction Phase.....	Error! Bookmark not defined.
IV. Implementation Schedule	4
V. Basis of Compensation	5
VI. Acceptance	5

Appendices

Appendix A – General Terms and Conditions

Appendix B – Signature Page

Appendix C – Hourly Billing Rates

Appendix D – Notification of Equal Employment Opportunity/Affirmative
Action Compliance

Project Development and Scoping Services

City of Owatonna

I. Introduction

ICS is pleased to present this proposal to provide consulting services on behalf of the City of Owatonna for the projects as defined below.

As discussed in previous meetings, the City of Owatonna is planning to address the following facility deferred maintenance projects:

- Fire Hall makeup air unit replacement.
- Senior Center rooftop HVAC unit replacement.
- City Shop ventilation replacement.

The City is not currently requesting design, project management, or commissioning of any of these projects but is requesting for ICS to provide preliminary project development services in order to help ensure the scope of the project that is competitively bid provides all bidders a "level playing field" and will provide proper functionality for facility use.

II. Development, Design and Pre-Construction Phase

The scope of services for this assessment will include collection of data and information that will provide a baseline of the following buildings systems and components:

- Evaluation of the facility plans as necessary prior to on-site evaluation.
- On-site evaluation of facilities where projects are to take place.
- Provide commentary and advisory services to the City of Owatonna on any deviations from "like-for-like" equipment replacement due to current code requirements and
- Provide a scope narrative that can be utilized by the owner for inclusion in whichever competitive bid platform owner chooses.

Additional services, such as design, project management, commissioning, or other can be provided at an additional cost per the included hourly rate schedule or by requesting another fixed fee proposal.

III. Implementation Schedule

ICS will work with city staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 1-2 weeks dependent upon availability to existing information and staff availability. ICS has the bandwidth to complete this work in the month of March.

IV. Basis of Compensation

ICS's fees for services provided as referenced above are proposed on a per project basis, as they vary in complexity and require different amounts of time commitment to provide the services. ICS's fees will be billable as 50% upon approval of this proposal and the remaining 50% upon completion of services as identified above:

- | | |
|---|------------|
| • Fire Hall makeup air unit replacement | \$4,650.00 |
| • Senior Center rooftop HVAC unit replacement | \$2,800.00 |
| • City Shop ventilation replacement | \$3,100.00 |

Reimbursable expenses will be billed on a direct cost multiplied by 1.25 and include such items as travel, reproduction of reports, drawings, specifications, bidding documents and similar project related items, technology usage/specialized equipment. Any general conditions items that are coordinated and/or provided by ICS at the direction of the Owner such as temporary enclosures, etc. will also be billed as a reimbursable expense.

For Project work beyond services outlined in the Proposal and/or any changes to the agreed upon scope of services, will be subject to additional fees consistent with our hourly rate schedule (see Appendix D). If the project duration extends beyond Summer of 2024, services will be billed on a time-and-material basis. However, additional work will not be conducted without prior approval by the City.

V. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to our continued work with the City of Owatonna to complete this Project Development and Scoping Services.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between the City of Owatonna ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page attached, Exhibit B; (4) Fee Schedule attached, Exhibit C; and (5) Notification of Equal Employment Opportunity/Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. Limitation of Liability:

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. Insurance:

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence;
\$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence;
\$1,000,000.00 Aggregate
- (e) Professional Liability: \$5,000,000.00 Each Claim;
\$5,000,000.00 Annual Aggregate

8. Client Responsibilities:

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. Hazardous Materials:

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. Construction Observation:

If included in the Professional Services, ICS 's construction observation service shall be limited to general observation of construction operations. ICS shall not be responsible for inspection of the work, the means and methods of construction, or the safety procedures employed by any contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions in the contractor's work may occur. The Client shall hold its contractor and/or any sub-contractor solely responsible for the methods and means of construction, the quality of the Work, and performance of the Work. The Client, or its designees, shall notify ICS at least twenty-four (24) hours in advance of any observations required by the construction documents.

11. **Dispute Resolution:**

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

12. **Termination:**

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.
- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. **Other Provisions:**

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

City of Owatonna

Project Development and Scoping Services

3/8/2024

Proposal Terms

Terms on payment of services are delineated in the proposal dated 3/8/2024.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Project Development and Scoping Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

City of Owatonna

Date

Printed Name

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

City of Owatonna

Project Development and Scoping Services

3/8/2024

2024 Hourly Rate Schedule		
Personnel Description:	Rate/Hour:	
Construction Executive	\$	185.00
Project Director	\$	155.00
Safety Director	\$	135.00
Senior Project Manager	\$	135.00
Project Manager	\$	130.00
General Superintendent	\$	135.00
Site Superintendent	\$	125.00
Project Engineer	\$	100.00
Clerical / Accounting	\$	75.00
Flat Rates for Reimbursable Items:	Rate Monthly / Weekly	
Site Trailer	\$ 1,500.00	per month
Office Supplies / Equipment	\$ 300.00	per month
Phones / Internet / Technology	\$ 550.00	per month
Superintendent Truck	\$ 1,300.00	per month
Project Construction Mileage	\$ 1,000.00	per month
Safety Supplies and Signage	\$ 350.00	per month
Pre-Construction Mileage	\$ 250.00	per month
Superintendent Lodging / Meals	\$ 1,000.00	per week

Appendix D

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Notification of Equal Employment Opportunity/Affirmative Action Compliance

City of Owatonna

Project Development and Scoping Services

3/8/2024

4/21/2023



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Faulkner', is positioned above the printed name.

Andy Faulkner
President
ICS

PURPOSE MEMO

TO: Mayor, City Council, City Administrator, City Engineer
FROM: Mark M. Walbran
DATE: March 28, 2024
RE: Stipulation with Rice Lake Construction Group (“Rice Lake”)

Purpose:

The purpose of the Stipulation is to document the agreement between the City and Rice Lake which resolves a dispute over the interpretation of the Construction Contract for the expansion of the Wastewater Treatment Facility (“WWTF”).

Background:

On May 6, 2022, the City and Rice Lake entered into a Construction Contract for the Wastewater Treatment Facility Upgrade and Expansion (“Project”). A disagreement arose as to the interpretation of the Contract regarding which party was responsible to provide Builder’s Risk Insurance. After meeting and conferring about the issue, the parties reached a resolution of their differences. Rice Lake agreed to cover losses arising from any peril which otherwise would be covered under a Builder’s Risk policy, not exceeding the sum of \$100,000.00.

The City’s Project Engineer, Jennifer Svennes, PE, advised that: (1) the Framed Fabric Structure has been substantially completed and turned over to the City; (2) 73% of the contract has been billed; (3) by June, 2024 when the Fine Screen Building is anticipated to be substantially completed, Ms. Svennes estimates that 80% of the Project will be completed.

Budget Impact:

None currently anticipated.

City Staff Recommendation:

City staff recommend Council approval of the Stipulation

Attachment:

Stipulation and Release

STIPULATION AND RELEASE

THIS STIPULATION AND RELEASE is made this ___ day of April, 2024 by and between the City of Owatonna, Minnesota, (“City”) and Rice Lake Construction Group (“Rice Lake”).

PREMISES

1. City and Rice Lake entered into a Construction Contract (“Contract”) on May 6, 2022 for the Owatonna Wastewater Treatment Facility Upgrade and Expansion (“Project”).
2. A dispute arose between the parties over the interpretation of the Contract regarding which party was responsible to provide Builder’s Risk insurance coverage. After meeting and conferring about the issue the parties have reached a resolution of their differences as set forth in this Stipulation and Release.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises below, the City and Rice Lake agree as follows:

1. Rice Lake hereby agrees to be responsible for any loss caused to the Owatonna Wastewater Treatment Expansion Project (“WWTF”) during the course of construction from All Perils which would otherwise be covered under a Builder’s Risk insurance policy, not exceeding the sum of \$100,000. The Perils covered would be on an All-Risk basis EXCLUDING the following:
 - a. Civil Authority
 - b. Contamination
 - c. Criminal, Fraudulent, dishonest, or illegal acts
 - d. Earth movement (earthquake)
 - e. Flood
 - f. Fungus
 - g. Law and ordinance
 - h. Loss of use and consequential losses
 - i. Mechanical breakdown
 - j. Non-fortuitous or non-accidental
 - k. Nuclear Hazard
 - l. Pollution
 - m. Steam boiler explosion
 - n. Voluntary party
 - o. War or military action
 - p. Wear and tear

2. Rice Lake agrees to pay all “soft costs” related to such damage or loss including, but not limited to additional permitting costs, design work, surveys, fees, and other costs.
3. Rice Lake’s responsibilities under the immediately preceding Paragraphs 1 and 2 shall apply only until Substantial Completion of the Project or, with respect to damage or loss to a specified part or portion thereof, only until Substantial Completion of such specified part or portion of the Project.
4. In consideration of the above, City hereby releases Rice Lake from the City’s claim that Rice Lake was obligated under the Contract to provide Builder’s Risk insurance coverage.
5. This Stipulation and Release pertains solely to the parties’ dispute over the interpretation of the Contract regarding which party was responsible to provide Builder’s Risk insurance coverage. Each party otherwise reserves any other claims or defenses it has now or may have in the future against the other party arising under the Contract.
6. Each party acknowledges that it has had the advice and counsel of its attorney regarding this Stipulation and agree that the rule of *contra proferentem* shall not apply.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation and Release on the date beneath its signature.

CITY OF OWATONNA

RICE LAKE CONSTRUCTION GROUP

By: _____
Thomas A. Kuntz, Mayor

By: _____
Wade Leonard, its President

By: _____
Kris M. Busse, City Administrator

Dated: _____

Dated: _____



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Standard Title VI/Non-Discrimination Assurances -- U.S. Department of Transportation

Purpose:

Requesting approval of the The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances Agreement.

Background:

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Association.

Additional assurances are outlined in the attached agreement.

Budget Impact:

This agreement is a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA).

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Standard Title VIN Non-Discrimination Assurances

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ City of Owatonna _____ (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

“facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Owatonna, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of **Appendix A and E** of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of **Appendix B** of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in **Appendix C and Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____ City of Owatonna _____ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ City of Owatonna _____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA. This ASSURANCE is binding on

_____ City of Owatonna _____, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in its programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____ City of Owatonna _____

(Name of Recipient)

by _____

(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the _____ City of Owatonna _____ will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Highway Administration (FHWA)**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ City of Owatonna _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto

_____ City of Owatonna _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _____ City of Owatonna _____, its successors and assigns.

The _____ City of Owatonna _____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]* (2) that the _____ City of Owatonna _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ City of Owatonna _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ City of Owatonna _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ City of Owatonna _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ City of Owatonna _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Owatonna pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Owatonna will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Owatonna will there upon revert to and vest in and become the absolute property of City of Owatonna and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Good Neighbor Agreement - Owatonna Public Utilities

Purpose:

Approval of Good Neighbor Agreement.

Background:

Owatonna Public Utility is applying for a grant from the Department of Energy, along with 67 other utilities in our region, for a resiliency electric grid project. In connection with the grant, OPU is required to obtain Good Neighbor Agreements from Community Organizations. This agreement has no significant commitment on the part of the City other than providing feedback on how the project may impact the City and operations.

Christian Fenstermacher, Director of Engineering and Field Operations for OPU will be present at the study session to provide a brief update on this project.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Good Neighbor Agreement - Owatonna



GOOD NEIGHBOR AGREEMENT BETWEEN OWATONNA PUBLIC UTILITIES AND [COMMUNITY ORGANIZATION]

This Agreement is entered into this ____ day of March 2024 between [Community Organization] ("Community Organization") and Owatonna Public Utilities ("Utility"), collectively herein referred to as the "Parties."

RECITALS

WHEREAS, The Utility is planning a resiliency electric grid project subjected to Department of Energy funding that will increase the resiliency and reliability of the delivery of power to the region; and

WHEREAS, the Utility will, to the extent allowed by statute, be collaborating with local technical schools and universities to expand the training programs for operating the future power grid; and

WHEREAS, the Utility will be providing preference during the bidding process of construction projects to small, locally and/or minority-owned contractors that provide prevailing wage to their employees for Department of Energy funded projects; and

WHEREAS, the Utility is requesting community collaboration throughout the design, construction, and completion stages of the resiliency electric grid project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promise contained herein, the Parties agree as follows:

1. The Utility will provide regular project updates to the Community Organization at the design, construction, and completion stages.
2. The Utility will request, and the Community Organization will provide, feedback regarding the proposed project. The Utility may also request assistance from the Community Organization to gain feedback from underserved and minority groups within the area. The Utility will incorporate feedback from the Community Organization into the design and construction of the project.
3. The Utility will acquire all necessary permits from the local governing authority and any other authority having jurisdiction over the project location or route.
4. The Utility will ensure a prompt response to any concerns or complaints from the local public, including businesses, residences, non-profit organizations, or the Community Organization.

5. The Utility will share information with the Community Organizations on opportunities for existing and new educational programs targeting career development in the electric power sector.
6. The Utility may release construction bids for portions of the proposed electric project. The Utility, to the extent allowed by statute, has a preference for utilizing companies that have one or more of the following characteristics: are small, locally-owned, minority-owned, employ veterans, have a diverse employee group, have a business presence in disadvantaged communities, and/or employ a workforce that resides within a disadvantaged community and encourage diversity, equity, inclusion, and accessibility in the workplace.
7. This Agreement will terminate effective immediately if the Utility does not receive funding from the Department of Energy for the project or on December 31, 2029, whichever occurs first.

EXECUTED AND EFFECTIVE as of the date first set below.

Christian Fenstermacher
Owatonna Public Utilities

[Date]

[Name of Signee for Community Organization]
[Name of the Community Organization]

[Date]

RECAP:

\$	20,655.75	Bolton & Menk Inc - Owatonna/Hangar Phase 1-Taxiway
	95,000.00	Legence Subsidiary Holdings LLC - Merrill Hall pay est #4
	146,770.56	Owatonna Motor Company
		- Police Dept - 2024 Ford Explorer - \$45,745.00
		- Police Dept - 2024 Ford Explorer - \$45,745.00
		- Gov Bldgs - 2024 Ford F250 - \$55,280.56
	2,108,524.15	Rice Lake Construction Group - WWTP Expansion Est #21
	148,945.24	Southeast Service Cooperative - March 2024 health ins premiums
	29,480.56	SPS Companies Inc
		- River Springs CIP Mechanical upgrade - Pool Boiler - \$25,592.32
		- Library - (2)bottle filling stations - \$3,888.24
	34,358.15	Steele County Highway Dept - Signal Maintenance Project 20003
	22,457.77	Sysco Minnesota
		- Brooktree - Range with 4 burners 36" Griddle - partial pymt \$4,626.77
		- Brooktree - Walk In Cooler - balance \$17,831.00
	<u>277,938.11</u>	OTHER EXPENDITURES
\$	<u><u>2,884,130.29</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					
377222	03/14/24	SYSCO MINNESOTA INC	22,457.77	0	Regular
377223	03/19/24	MN SURPLUS SERVICES	1,084.00	0	Regular
377224	03/26/24	ABDO PUBLISHING	1,027.00	R	ACH
377225	03/26/24	ACUSHNET COMPANY	1,276.76	0	Regular
377226	03/26/24	ADVANCED ENGINEERING & ENVIRON	666.00	0	Regular
377227	03/26/24	AFLAC	2,816.96	R	ACH
377228	03/26/24	Allison Ritter	252.00	0	Regular
377229	03/26/24	ALEXANDER LUMBER COMPANY	2,609.16	0	Regular
377230	03/26/24	AMY SIMMONS	150.00	0	Regular
377231	03/26/24	ANHORN'S GAS & TIRE	75.45	0	Regular
377232	03/26/24	April StMartin	13.00	0	Regular
377233	03/26/24	APG MEDIA OF SO MINNESOTA LLC	903.53	0	Regular
377234	03/26/24	ARAMARK UNIFORM SERVICES INC	854.56	0	Regular
377235	03/26/24	ARAMARK UNIFORM SERVICES INC	478.44	0	Regular
377236	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377237	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377238	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377239	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377240	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377241	03/26/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377242	03/26/24	AVFUEL CORPORATION	18,203.18	R	ACH
377243	03/26/24	Barara Granowski	117.00	0	Regular
377244	03/26/24	Barbara Wiese	211.25	0	Regular
377245	03/26/24	BAKER & TAYLOR BOOKS	903.40	R	ACH
377246	03/26/24	Beatrice Oberg	110.50	0	Regular
377247	03/26/24	Beth Youngquist	123.50	0	Regular
377248	03/26/24	BENJAMIN METCALF	29.40	0	Regular
377249	03/26/24	BENJAMIN R JOHNSON	27.15	0	Regular
377250	03/26/24	BETH HACKENMILLER	30.00	0	Regular
377251	03/26/24	BLACKSTONE PUBLISHING	425.27	R	ACH
377252	03/26/24	Bonnie Johnston	113.75	0	Regular
377253	03/26/24	BOLTON & MENK INC	20,655.75	R	ACH
377254	03/26/24	Candace Schafer	130.00	0	Regular
377255	03/26/24	Carol Kirchner	110.50	0	Regular
377256	03/26/24	Catherine Torrey	255.50	0	Regular
377257	03/26/24	CARQUEST	360.31	0	Regular
377258	03/26/24	CAVALIER COACHES INC	1,300.00	0	Regular
377259	03/26/24	Ceryl Couture	201.50	0	Regular
377260	03/26/24	CEMSTONE CONCRETE MATERIAL LLC	1,986.00	0	Regular
377261	03/26/24	CEMSTONE PRODUCTS CO	250.81	0	Regular
377262	03/26/24	CENTER POINT PUBLISHING	306.44	0	Regular
377263	03/26/24	CENTRAL FARM SERVICE	10.52	0	Regular
377264	03/26/24	Charles Bean	240.50	0	Regular
377265	03/26/24	Charles Newgard	154.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377266	03/26/24	Cheryl Hancock	130.00	0	Regular
377267	03/26/24	Christine Runner	208.00	0	Regular
377268	03/26/24	CHRISTIAN SKJEVELAND	173.75	0	Regular
377269	03/26/24	CITY OF BLOOMING PRAIRIE	2,200.51	R	ACH
377270	03/26/24	Clark Gustafson	156.00	0	Regular
377271	03/26/24	CLOVER CONNECT	15.00	R	Wire Transfer
377272	03/26/24	CLUB CADDIE	500.00	0	Regular
377273	03/26/24	Corinne Talley	318.50	0	Regular
377274	03/26/24	COLORS & GLASS INC	832.88	0	Regular
377275	03/26/24	COURT SPORTS AND MORE	525.00	R	ACH
377276	03/26/24	COVERTTRACK GROUP, INC.	658.05	0	Regular
377277	03/26/24	CULLIGAN OF OWATONNA	69.38	R	ACH
377278	03/26/24	CUMMINS INC	1,025.93	R	ACH
377279	03/26/24	CUSTOM COMMUNICATION INC	2,704.03	0	Regular
377280	03/26/24	CWKK CRIMEDEX	79.00	R	ACH
377281	03/26/24	D & M CONSTRUCTION LLC	128.00	R	ACH
377282	03/26/24	Dan Axmark	104.00	0	Regular
377283	03/26/24	Dan Gorman	208.00	0	Regular
377284	03/26/24	Dawn Axmark	110.50	0	Regular
377285	03/26/24	DAKOTA CO FINANCIAL SERVICES	8,770.36	0	Regular
377286	03/26/24	Deloris Slack	231.00	0	Regular
377287	03/26/24	DEANS WESTSIDE TOWING	162.00	R	ACH
377288	03/26/24	DEML FAMILY LLC	5,000.00	0	Regular
377289	03/26/24	Diane Spellmeyer	117.00	0	Regular
377290	03/26/24	Diane Wilson	117.00	0	Regular
377291	03/26/24	Dwight DePenning	143.00	0	Regular
377292	03/26/24	Eileen Wohlenhaus	156.00	0	Regular
377293	03/26/24	ELIZABETH GRUENHAGEN	39.80	0	Regular
377294	03/26/24	EMPLOYEE STRATEGIES INC	1,225.10	R	ACH
377295	03/26/24	ENFORCEMENT TECHNOLOGY GROUP I	578.32	0	Regular
377296	03/26/24	ET&T DISTRIBUTORS INC	11,099.34	0	Regular
377297	03/26/24	EYE MED VISION CARE	438.26	0	Regular
377298	03/26/24	FARIBAULT CO SHERIFF'S OFFICE	6,406.80	0	Regular
377299	03/26/24	FIRST HOSPITAL LABORATORIES IN	249.57	0	Regular
377300	03/26/24	FIRST SUPPLY OWATONNA	664.72	R	ACH
377301	03/26/24	FLAHERTY & HOOD PA	2,711.25	R	ACH
377302	03/26/24	FOUR SEASONS ELECTRIC	1,263.80	R	ACH
377303	03/26/24	Frances Pederson	110.50	0	Regular
377304	03/26/24	FULLSTEAM	126.59	R	Wire Transfer
377305	03/26/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
377306	03/26/24	GENERAL TRAFFIC CONTROLS INC	19,052.00	R	ACH
377307	03/26/24	Glenda Granowski	234.50	0	Regular
377308	03/26/24	GLOBAL PAYMENTS INTEGRATED	3,727.11	R	Wire Transfer
377309	03/26/24	GRAINGER	546.60	R	ACH
377310	03/26/24	HAWKINS INC	30.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377311	03/26/24	HEALTHPARTNERS INC	4,698.28	0	Regular
377312	03/26/24	HEIMAN INC	178.48	R	ACH
377313	03/26/24	HERITAGE CRYSTAL CLEAN LLC	827.86	0	Regular
377314	03/26/24	HILLYARD INC	695.89	0	Regular
377315	03/26/24	I U O E LOCAL 70	2,810.00	0	Regular
377316	03/26/24	IFACS	1,330.90	R	ACH
377317	03/26/24	INFO USA MARKETING INC	1,745.00	0	Regular
377318	03/26/24	INNOVATIVE OFFICE SOLUTIONS	233.65	0	Regular
377319	03/26/24	INTOXIMETERS	46.00	0	Regular
377320	03/26/24	James Taylor	182.00	0	Regular
377321	03/26/24	Jane Parr	130.00	0	Regular
377322	03/26/24	Janet Erickson	117.00	0	Regular
377323	03/26/24	JASON MARSHALL STAYTON	3,345.00	R	ACH
377324	03/26/24	Jean Westberg	211.25	0	Regular
377325	03/26/24	JETTER CLEAN INC	531.25	R	ACH
377326	03/26/24	Joann Widen	143.00	0	Regular
377327	03/26/24	John Thompson	110.50	0	Regular
377328	03/26/24	Judy Erck	208.00	0	Regular
377329	03/26/24	Kate Sisler	126.75	0	Regular
377330	03/26/24	Kay Oberle	117.00	0	Regular
377331	03/26/24	Kelli Hallquist	208.00	0	Regular
377332	03/26/24	Ken Torrey	214.50	0	Regular
377333	03/26/24	Kent Frette	130.00	0	Regular
377334	03/26/24	KEEKER INC	214.84	R	ACH
377335	03/26/24	KENDELL DOORS & HARDWARE INC	873.00	R	ACH
377336	03/26/24	KENNEDY & GRAVEN CHARTERED	190.00	0	Regular
377337	03/26/24	KITCHEN STAINLESS HOODS	6,148.71	0	Regular
377338	03/26/24	Klirk Oswald	117.00	0	Regular
377339	03/26/24	KWIK TRIP INC	56.12	0	Regular
377340	03/26/24	L & M BOILER SYSTEMS INC	1,365.29	0	Regular
377341	03/26/24	LaDonna Flowers	117.00	0	Regular
377342	03/26/24	Laura Jensen	13.00	0	Regular
377343	03/26/24	LAWSON AUTOMOTIVE LLC	1,301.39	R	ACH
377344	03/26/24	LeAnn Masche	152.75	0	Regular
377345	03/26/24	LEAGUE OF MN CITIES	300.00	0	Regular
377346	03/26/24	LEGACY SIGNS INC	30.00	R	ACH
377347	03/26/24	LEGENCE SUBSIDIARY HOLDINGS LL	95,000.00	R	ACH
377348	03/26/24	LEXIPOL LLC	2,533.58	R	ACH
377349	03/26/24	Lilly Christianson	238.00	0	Regular
377350	03/26/24	Linda Boorman	472.50	0	Regular
377351	03/26/24	Linda Hoffman	117.00	0	Regular
377352	03/26/24	Marie Larson	117.00	0	Regular
377353	03/26/24	Marilee Pfarr	71.50	0	Regular
377354	03/26/24	Mark Erickson	110.50	0	Regular
377355	03/26/24	Mark Johnston	120.25	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377356	03/26/24	Mary Gaul	136.50	0	Regular
377357	03/26/24	Mary Groff	120.25	0	Regular
377358	03/26/24	MACQUEEN EQUIPMENT CO	164.57	R	ACH
377359	03/26/24	MANTRONICS MAILING SYSTEMS INC	198.00	R	ACH
377360	03/26/24	MARCIA DAHLE	240.50	0	Regular
377361	03/26/24	MARY B WILLIAMS	1,109.00	R	ACH
377362	03/26/24	MATTHEW R HOKANSON	4,973.82	R	ACH
377363	03/26/24	MAXFIELD RESEARCH & CONSULT LL	1,312.50	0	Regular
377364	03/26/24	MCMASTER-CARR SUPPLY CO	280.16	R	ACH
377365	03/26/24	MCNEILUS STEEL INC	1,294.32	R	ACH
377366	03/26/24	METRO SALES INC	797.88	0	Regular
377367	03/26/24	Michelle Noble	234.00	0	Regular
377368	03/26/24	Mike Brown	201.50	0	Regular
377369	03/26/24	MICHAEL A. OLDENBURG	240.00	0	Regular
377370	03/26/24	MINA ADSIT ARCHITECTURE & PLAN	740.00	0	Regular
377371	03/26/24	MINNESOTA LIFE	2,998.50	0	Regular
377372	03/26/24	MN BUILDING PERMIT TECH ASSN	100.00	0	Regular
377373	03/26/24	MN CHIEFS OF POLICE ASSN	477.00	R	ACH
377374	03/26/24	MN COUNCIL OF AIRPORTS	150.00	0	Regular
377375	03/26/24	MN DEPT OF LABOR AND INDUSTRY	1,013.19	R	Wire Transfer
377376	03/26/24	MN DEPT OF REVENUE	1,386.96	R	Wire Transfer
377377	03/26/24	MN FIRE SERVICE CERT BOARD	1,008.00	0	Regular
377378	03/26/24	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
377379	03/26/24	MN OFFICE OF ADMIN HEARINGS	50.00	0	Regular
377380	03/26/24	MN PUBLIC EMPLOYEES ASSOC	1,584.00	R	ACH
377381	03/26/24	MN UNEMPLOYMENT INS FUND	7.00	0	Regular
377382	03/26/24	MN VALLEY TESTING LABS INC	230.00	R	ACH
377383	03/26/24	MTI DISTRIBUTING INC	1,239.83	R	ACH
377384	03/26/24	Namoi Uber	635.08	0	Regular
377385	03/26/24	Nancy Voigt	217.75	0	Regular
377386	03/26/24	Naomi Jirele	126.75	0	Regular
377387	03/26/24	NAPA AUTO PARTS	331.27	R	ACH
377388	03/26/24	NEAR NORTH TITLE GROUP	100.00	0	Regular
377389	03/26/24	NORTHERN SAFETY TECHNOLOGY INC	1,110.26	R	ACH
377390	03/26/24	NUSS TRUCK & EQUIPMENT	68.53	R	ACH
377391	03/26/24	OFFICE OF MNIT SERVICES	1,680.00	0	Regular
377392	03/26/24	OWATONNA AREA CHAMBER OF COMM	18,761.37	0	Regular
377393	03/26/24	OWATONNA HEATING & COOLING INC	320.00	0	Regular
377394	03/26/24	OWATONNA MOTOR COMPANY	146,770.56	0	Regular
377395	03/26/24	OWATONNA PUBLIC UTILITIES	3,166.37	R	ACH
377396	03/26/24	Pamela Wild	136.50	0	Regular
377397	03/26/24	Patrick Montsplaisir	247.00	0	Regular
377398	03/26/24	PAYMENTECH	67.94	R	Wire Transfer
377399	03/26/24	PDI	45.30	0	Regular
377400	03/26/24	Peter Cook	208.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377401	03/26/24	PERFORMANCE FOODSERVICE-TWIN C	287.77	0	Regular
377402	03/26/24	PIONEER MANUFACTURING COMPANY	428.40	R	ACH
377403	03/26/24	PRESENCE TELEHEALTH PLLC	150.00	R	ACH
377404	03/26/24	PRIME GARAGE DOOR & MORE LLC	1,825.00	R	ACH
377405	03/26/24	QUADIENT FINANCE USA INC	1,000.00	0	Regular
377406	03/26/24	QUALITY FLOW SYSTEMS INC	557.50	0	Regular
377407	03/26/24	R & R PRODUCTS INC	884.40	0	Regular
377408	03/26/24	Randy Byam	13.00	0	Regular
377409	03/26/24	RAMY TURF PRODUCTS	1,230.00	0	Regular
377410	03/26/24	REINDERS INC	18,867.48	R	ACH
377411	03/26/24	Rich Strom	117.00	0	Regular
377412	03/26/24	RICE LAKE CONSTRUCTION GROUP	2,108,524.15	R	ACH
377413	03/26/24	Robert Hardcopf	13.00	0	Regular
377414	03/26/24	Roger Noble	162.50	0	Regular
377415	03/26/24	ROOT RIVER HARDWOODS INC	416.83	0	Regular
377416	03/26/24	Sandra McConnHalla	28.00	0	Regular
377417	03/26/24	Sandy Hardy-Hagen	110.50	0	Regular
377418	03/26/24	SCHOLASTIC INC	136.95	R	ACH
377419	03/26/24	SCHWAAB INC	38.45	0	Regular
377420	03/26/24	SCOTT F LIMBERG	200.00	R	ACH
377421	03/26/24	Selly Chicos	241.50	0	Regular
377422	03/26/24	SELCO	1,728.32	R	ACH
377423	03/26/24	SENIORPLACE INC	664.00	0	Regular
377424	03/26/24	Shannon Iacovino	133.25	0	Regular
377425	03/26/24	Sharon Gaulrapp	104.00	0	Regular
377426	03/26/24	Sharon Klein	490.00	0	Regular
377427	03/26/24	Sheila DePenning	143.00	0	Regular
377428	03/26/24	Sheryl Keith	208.00	0	Regular
377429	03/26/24	SHERWIN WILLIAMS COMPANY	154.67	0	Regular
377430	03/26/24	SHI INTERNATIONAL CORP	153.00	0	Regular
377431	03/26/24	SHRED RIGHT	42.53	R	ACH
377432	03/26/24	SOUTHEAST SERVICE COOPERATIVE	148,945.24	R	Wire Transfer
377433	03/26/24	SPS COMPANIES INC	29,480.56	R	ACH
377434	03/26/24	SRIXON CLEVELAND GOLF XXIO	1,451.46	0	Regular
377435	03/26/24	Steve Kaffine	117.00	0	Regular
377436	03/26/24	STEELE COUNTY HIGHWAY DEPT	34,358.15	0	Regular
377437	03/26/24	STEELE COUNTY RECORDER	20.00	0	Regular
377438	03/26/24	STEELE COUNTY TREASURER	6,167.21	0	Regular
377439	03/26/24	STEVE JAMES EXCAVATING INC	34.50	R	ACH
377440	03/26/24	STEWART COMPANIES INC	960.88	0	Regular
377441	03/26/24	STEWART DENISE	571.08	0	Regular
377442	03/26/24	STEWART SANITATION	1,419.70	0	Regular
377443	03/26/24	STREICHER'S INC	412.01	0	Regular
377444	03/26/24	Sue Calcamuggio	224.25	0	Regular
377445	03/26/24	Sue Robbins	143.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377446	03/26/24	SUMMIT COMPANIES	697.00	R	ACH
377447	03/26/24	SUMMIT COMPANIES	373.00	0	Regular
377448	03/26/24	SWEET TOWING	185.00	0	Regular
377449	03/26/24	SYNCHRONY BANK	49.44	0	Regular
377450	03/26/24	SYNCHRONY BANK - LOWE'S	3,229.33	0	Regular
377451	03/26/24	T-MOBILE	2,069.51	0	Regular
377452	03/26/24	Tamara Arnold	117.00	0	Regular
377453	03/26/24	TAYLOR MADE GOLF COMPANY INC	5,778.18	0	Regular
377454	03/26/24	Teresa Sanders	301.00	0	Regular
377455	03/26/24	TEXAS REFINERY CORP	7,598.37	R	ACH
377456	03/26/24	TGK AUTOMOTIVE OF OWATONNA LLC	103.79	R	ACH
377457	03/26/24	Thomas Bonacci	208.00	0	Regular
377458	03/26/24	THE PENWORTHY COMPANY	577.82	0	Regular
377459	03/26/24	THE PROACTIVE SPORS GROUP	1,424.00	0	Regular
377460	03/26/24	Tim Pelton	237.25	0	Regular
377461	03/26/24	Tim Schmidt	214.50	0	Regular
377462	03/26/24	TJD REPAIR & SERVICE	33.50	0	Regular
377463	03/26/24	TRI M GRAPHICS	1,407.36	0	Regular
377464	03/26/24	TRIMARK MARLINN LLC	2,486.48	0	Regular
377465	03/26/24	TURFWERKS	353.62	R	ACH
377466	03/26/24	UNITED WAY	100.00	0	Regular
377467	03/26/24	USABLUEBOOK	310.06	R	ACH
377468	03/26/24	VERIZON WIRELESS	2,558.62	0	Regular
377469	03/26/24	VESERIS	842.60	R	ACH
377470	03/26/24	Wayne Bomar	13.00	0	Regular
377471	03/26/24	WALBRAN & FURNESS CHARTERED	4,875.25	R	ACH
377472	03/26/24	WASTE MANAGEMENT OF WI-MN	22.27	0	Regular
377473	03/26/24	Wendell Engelstad	208.00	0	Regular
377474	03/26/24	WENDY GASNER	21.45	0	Regular
377475	03/26/24	WEST PUBLISHING CORPORATION	581.43	R	ACH
377476	03/26/24	WEX BANK	1,525.74	R	Wire Transfer
377477	03/26/24	WEX HEALTH INC	360.25	R	Wire Transfer
377478	03/26/24	ZEP MANUFACTURING CO	70.90	R	ACH
377479	03/26/24	RANDALL'S LICENSE BUREAU	21.25	0	Regular

184	Checks total:	353,789.27
65	ACH total:	2,373,173.00
0	EFTPS total:	
9	Wire transfer total:	157,168.02
0	Payment Manager total:	
258	GRAND TOTALS	2,884,130.29



CITY OF
OWATONNA

Resolutions



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 30-24: Set Date for Public Hearing to Approve Street Reconstruction Plan

Purpose:

Council approval of Resolution 30-24 setting a date for a public hearing on the City's Street Reconstruction Plan.

Background:

As part of financing the City's street reconstruction projects under Minnesota Statute 475.58 Subd 3b, there must be a public hearing on the City's proposed Street Reconstruction Plan.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval of Resolution 30-24 calling for this public hearing on May 7, 2024.

Attachments:

1. Resolution 30-24 Set Date for Public Hearing - Street Reconstruction Plan
2. Street Reconstruction Plan 2024-2028

RESOLUTION NO. 30-24
RESOLUTION CALLING A PUBLIC HEARING RELATING TO THE
ADOPTION OF A STREET RECONSTRUCTION PLAN AND THE
ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to prepare a plan for reconstruction of streets in the City over the next five years, including a description of the affected streets and estimated costs (the "Plan"), and to issue general obligation bonds to finance the cost of street reconstruction activities described in the Plan.

1.02. Under the Act, the City is required to hold a public hearing regarding the Plan and issuance of the bonds.

1.03. The City Council has determined to prepare a Plan for the City and to issue general obligation bonds (the "Street Reconstruction Bonds") in a principal amount not to exceed \$2,000,000, plus any premium received, to finance certain street reconstruction and overlay activities in the City (the "Street Reconstruction").

Section 2. Plan Authorized; Hearing Scheduled.

2.01. The City hereby authorizes its staff and consultants to prepare a Plan for reconstruction and overlay of City streets, or any portion thereof designated by City staff, and to place a copy of the Plan on file with the City Administrator/City Clerk by no later than the date of publication of the hearing notice.

2.02. The City Council will hold a public hearing regarding the Plan and issuance of the Street Reconstruction Bonds on Tuesday, May 7, 2024, at approximately 7:00 p.m. at City Hall. The City Administrator/City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City at least 10 days but not more than 28 days prior to the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed to bring the Plan and issuance of the Street Reconstruction Bonds before the City Council.

Section 3. Declaration of Official Intent to Reimburse Expenditures.

(a) The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

(b) The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Street Reconstruction from proceeds of the Street Reconstruction Bonds in accordance with the Reimbursement Regulations.

(c) All reimbursed expenditures will be capital expenditures, costs of issuance of the Street Reconstruction Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(d) This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Street Reconstruction Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(e) This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Street Reconstruction and the principal amount of the Street Reconstruction Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Street Reconstruction Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or

otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

(f) This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF OWATONNA, MINNESOTA

**NOTICE OF PUBLIC HEARING REGARDING A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF STREET RECONSTRUCTION BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, May 7, 2024, at or after 7:00 p.m. in the City Council Chambers at City Hall, located at 540 West Hills Circle in the City, relating to a proposal concerning (1) the adoption of a five-year street reconstruction plan (the "Plan"); and (2) the issuance of general obligation street reconstruction bonds (the "Street Reconstruction Bonds") to finance the reconstruction of certain streets in the City, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended. The Street Reconstruction Bonds will be issued in a principal amount not to exceed \$2,000,000, plus any premium received. A draft copy of the Plan is on file with the City Administrator/City Clerk and is available for public inspection at City Hall during regular business hours.

If a petition requesting a vote on the issuance of the Street Reconstruction Bonds, signed by voters equal to 5 percent of the votes cast in the last City general election, is filed with the City Administrator/City Clerk within 30 days after the public hearing, the City may issue the Street Reconstruction Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator/City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

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

WA380-69 (JAE)
941598v1

CITY OF OWATONNA, MINNESOTA
5-YEAR STREET RECONSTRUCTION PLAN

March 26, 2024

A. Background

During the creation of the 2024 budget, the City Council reviewed the first year of the City's five year capital improvement needs. Included in those capital improvement needs are the City's street reconstruction projects. In order to provide financing for a portion of the cost of the street reconstruction projects described in the City's CIP, the City has determined to adopt this plan in accordance with Minnesota Statutes, Section 475.58, subd. 3b (the "Act").

B. Five-Year Street Reconstruction Plan

Following is a description of projected projects and estimated costs covering the five-year period from 2024 through 2028.

2024	McKinley St SW	Lilac Ave SW to Linn Ave S	\$ 1,519,000
2024	Anderson Pl SW	McKinley St SW to Circle	\$ 336,400
2024	Cedar Ave N	11th St NE to 26th St NE	\$ 280,000
2024	18th Street Trail SP	Linn to Austin Road	\$ 892,000

2024 Total \$ 3,027,400

2025	Linn Dr SW	18th St SW to Oakdale Dr SW	\$ 2,438,000
2025	Redwood Pl SW	Southview St SW to South End	\$ 753,000
2025	East Side Corridor	Bixby Road to Dane Road	\$ 375,000

2025 Total \$ 3,566,000

2026	18th Street SE SAP	Austin Road to Cornerstone	\$ 2,376,000
2026	East Side Corridor	Bixby Road to Dane Road	\$ 1,000,000

2026 Total \$ 3,376,000

2027	State Avenue SAP	Bridge to Glendale	\$ 1,193,000
2027	Hillsdale St NW	Highland Ave to Riverside Ave NW	\$ 1,011,000
2027	Kirk Pl NE	Ridge Rd NE to Circle	\$ 526,000

2027	East Side Corridor	Bixby Road to Dane Road	\$ 875,000
2027	18th Street Trail SAP	Austin Road to Cornerstone	\$ 125,000

2027 Total \$ 3,730,000

2028	Young Dr SW	Kim Ln SW to Leo Rudolph	\$ 172,000
2028	Kim Ln SW	Jeffrey Ln SW to Lemond Rd SW	\$ 1,919,000
2028	Main Street SAP	Oak to Grove	\$ 3,033,000

2028 Total \$ 5,124,000

Note: Cost estimates include engineering, construction costs, and costs of bond issuance.

C. Bonds

The City may issue general obligation bonds pursuant to the Act to finance any street reconstruction costs described in this plan. The City currently plans to issue bonds in the maximum principal amount of \$2,000,000 to finance year 2024 reconstruction costs. If the City determines to issue additional bonds for future reconstruction costs described in this plan, the City will revise this plan to identify the amount of such bonds after a public hearing in accordance with the Act.



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 31-24: Set Date for Public Hearing to Approve Capital Improvement Plan

Purpose:

Council approval of Resolution 31-24 setting a date for a public hearing on the City's Capital Improvement Plan.

Background:

As part of financing the City's capital projects under Minnesota Statute 475.521, there must be a public hearing on the City's proposed Capital Improvement Plan.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval of Resolution 31-24 calling for this public hearing on May 7, 2024.

Attachments:

1. Resolution 31-24: Set Date for Public Hearing - Capital Improvement Plan

RESOLUTION NO. 31-24
RESOLUTION CALLING A PUBLIC HEARING RELATING TO THE
ADOPTION OF A CAPITAL IMPROVEMENT PLAN AND THE
ISSUANCE OF GENERAL OBLIGATION BONDS HEREUNDER

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.521, as amended (the "Act"), to prepare a plan for capital improvements authorized under the Act over the next five years (the "Plan"), and to issue general obligation bonds to finance the cost of capital improvements described in the Plan.

1.02. Under the Act, the City is required to hold a public hearing regarding the Plan and issuance of the bonds.

1.03. The City Council has determined to prepare a Plan for the City and to issue general obligation bonds (the "CIP Bonds") in a principal amount not to exceed \$3,000,000, plus any premium received, to finance certain capital improvements in the City, including but not limited to improvements to and renovation of the law enforcement center in the City (the "Capital Improvements").

Section 2. Plan Authorized; Hearing Scheduled.

2.01. The City hereby authorizes its staff and consultants to prepare a Plan and to place a copy of the Plan on file with the City Administrator/City Clerk by no later than the date of publication of the hearing notice.

2.02. The City Council will hold a public hearing regarding the Plan and issuance of the CIP Bonds on Tuesday, May 7, 2024, at approximately 7:00 p.m. at City Hall. The City Administrator/City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City at least 14 days but not more than 28 days prior to the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed to bring the Plan and issuance of the CIP Bonds before the City Council.

Section 3. Declaration of Official Intent to Reimburse Expenditures.

(a) The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

(b) The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Capital Improvements from proceeds of the CIP Bonds in accordance with the Reimbursement Regulations.

(c) All reimbursed expenditures will be capital expenditures, costs of issuance of the CIP Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(d) This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the CIP Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(e) This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Capital Improvements and the principal amount of the CIP Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the CIP Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

(f) This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF OWATONNA, MINNESOTA

**NOTICE OF PUBLIC HEARING REGARDING A CAPITAL IMPROVEMENT PLAN AND THE
ISSUANCE OF CIP BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, May 7, 2024, at or after 7:00 p.m. in the City Council Chambers at City Hall, located at 540 West Hills Circle in the City, relating to a proposal concerning (1) the adoption of a five-year capital improvement plan (the "Plan"); and (2) the issuance of general obligation capital improvement plan bonds (the "CIP Bonds") to finance capital improvements described in the Plan, including but not limited to improvements to and renovation of the law enforcement center in the City, all pursuant to Minnesota Statutes, Section 475.521, as amended. The CIP Bonds will be issued in a principal amount not to exceed \$3,000,000, plus any premium received. A draft copy of the Plan is on file with the City Administrator/City Clerk and is available for public inspection at City Hall during regular business hours.

If a petition requesting a vote on the issuance of the CIP Bonds, signed by voters equal to 5 percent of the votes cast in the last City general election, is filed with the City Administrator/City Clerk within 30 days after the public hearing, the City may issue the CIP Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator/City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

/s/ Kris M. Busse

City Administrator/City Clerk
City of Owatonna, Minnesota

WA380-70 (JAE)
941724v1



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 32-24: Set Date for Public Hearing Relating to Proposed Tax Abatement Bonds

Purpose:

Council approval of Resolution 32-24 setting a date for a public hearing on the Proposed Tax Abatement Bonds.

Background:

As part of financing the City's Merrill Hall project under Minnesota Statute 469.1814, there must be a public hearing on the City's proposed tax abatement.

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval of Resolution 32-24 for this public hearing on May 7, 2024.

Attachments:

1. Resolution 32-34: Set Date for Public Hearing - Proposed Tax Abatement Bonds

RESOLUTION NO. 32-24
RESOLUTION CALLING A PUBLIC HEARING RELATING TO A
PROPOSED PROPERTY TAX ABATEMENT

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

Section 1. Abatement.

1.01. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act"), the City may grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance improvements to Merrill Hall in the City, which will provide or help acquire or construct public facilities in the City and help provide access to services for residents of the City (the "Project"). The City owns Merrill Hall and will own the Project.

1.02. Under the Act, the City is required to hold a public hearing regarding the proposed Abatement. A notice of public hearing must be published in a newspaper of general circulation in the City more than 10 days but less than 30 days prior to the date of the public hearing.

1.03. The City Council has determined to issue general obligation bonds (the "Abatement Bonds") in a principal amount not to exceed \$6,500,000 to finance the Project.

Section 2. Qualified Users; Designation of Bonds as 501(c)(3) Bonds.

2.01. The City intends to allow one or more nonprofit organizations to use the Project. Pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), the City is authorized to designate the Abatement Bonds as "qualified 501(c)(3) bonds" if the City identifies one or more nonprofit organizations from federal income taxation under Section 501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as "qualified 501(c)(3) users" of the Project (the "Qualified Users").

2.02. The City has identified the Little Theatre of Owatonna, Inc. and Wee Pals Child Care Center, Inc., both Minnesota nonprofit corporations and organizations described in Section 501(c)(3) of the Code, as Qualified Users of the Project.

2.03. Prior to issuing the Abatement Bonds as qualified 501(c)(3) bonds, the City

Council is required to hold a public hearing on the proposal to designate the Qualified Users as qualified 501(c)(3) users of the Project. A notice of public hearing must be published in [the official newspaper of the City] [a newspaper of general circulation in the City] at least _____ days prior to the date of the public hearing.

Section 3. Hearing Scheduled.

3.01. The City Council will hold a public hearing regarding the proposed Abatement, issuance of the Abatement Bonds, the designation of the Abatement Bonds as qualified 501(c)(3) bonds, and the designation of the Qualified Users as qualified users of the Project on Tuesday, May 7, 2024, at approximately 7:00 p.m. at City Hall. The City Administrator/City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City, which is a newspaper of general circulation in the City, more than 10 days but less than 30 days prior to the date of the hearing.

3.02. City staff and consultants are authorized to take all other actions needed to bring the proposed Abatement and issuance of the Abatement Bonds before the City Council.

Section 4. Declaration of Official Intent to Reimburse Expenditures.

(a) The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

(b) The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Project from proceeds of the Abatement Bonds in accordance with the Reimbursement Regulations.

(c) All reimbursed expenditures will be capital expenditures, costs of issuance of the Abatement Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(d) This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation

with respect to the proceeds of the Abatement Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(e) This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Abatement Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Abatement Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

(f) This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF OWATONNA, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING A PROPOSED PROPERTY TAX ABATEMENT AND IDENTIFYING QUALIFIED USERS OF THE PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, May 7, 2024, at or after 7:00 p.m. in the City Council Chambers at City Hall, located at 540 West Hills Circle in the City, relating to a proposal the City abate all or a portion of property taxes levied by the City on properties located in City with the following property identification numbers (the "Property").

175740312	175740401	175740706	175740512	175740216	175740705	175740709
175740601	175740310	175740418	175740114	175740210	175740315	175740408
175740413	175740205	175740302	175740704	175740304	175740227	175740602
175740403	175740108	175740123	175740314	175740708	175740611	175740214
175740702	175740411	175740102	175740116	175740316	175740508	175740201
175740710	175740503	175740206	175740603	175740119	175740712	175740225
175740224	175740303	175740507	175740607	175740502	175740104	175740609
175740608	175740707	175740107	175740306	175740117	175740321	
175740505	175740405	175740219	175740101	175740713	175740513	
175740203	175740515	175740213	175740406	175740412	175740212	
175740510	175740211	175740122	175740223	175740402	175740118	
175740209	175740120	175740711	175740231	175740229	175740417	
175740110	175740317	175740407	175740703	175740605	175740308	
175740220	175740606	175740221	175740511	175740218	175740222	
175740305	175740610	175740111	175740414	175740106	175740301	
175740217	175740309	175740202	175740109	175740509	175740313	
175740103	175740514	175740105	175740208	175740516	175740207	
175740714	175740409	175740416	175740121	175740701	175740112	
175740115	175740320	175740232	175740504	175740604	175740404	
175740230	175740226	175740307	175740204	175740501	175740506	

The total amount of the taxes proposed to be abated by the City on the Property is estimated to be approximately \$6,500,000 and will be for a period of up to 20 years. The City Council will consider the property tax abatement in connection with financing improvements to Merrill Hall in the City, which will provide or help acquire or construct public facilities in the City and help provide access to services for residents of the City (the "Project"). The City owns Merrill Hall and will own the Project. Following the public hearing, the City Council will consider a resolution approving the proposed property tax abatement.

In addition, a public hearing is required to designate the bonds to be issued to finance the Project (the "Bonds") as qualified 501(c)(3) bonds pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The purpose of the public hearing is to also identify one or more nonprofit organizations exempt from federal income taxation under Section

501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as qualified 501(c)(3) users of the Project, including but not limited to the Little Theatre of Owatonna, Inc. and Wee Pals Child Care Center, Inc., both Minnesota nonprofit corporations and organizations described in Section 501(c)(3) of the Code (the "Qualified Users"). The City is expected to enter into long-term use agreements with the Qualified Users and may enter into long-term use agreements in the future with other qualified 501(c)(3) organizations regarding use of the Project. Following the public hearing, the City Council will consider a resolution approving the issuance of the Bonds as qualified 501(c)(3) bonds.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator/City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

/s/ Kris M. Busse

City Administrator/City Clerk
City of Owatonna, Minnesota

WA380-68 (JAE)
941911v1



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Resolution 33-24: Grant Contract Agreement - Office of Justice Program (OJP)
Intensive Comprehensive Peace Officer Education and Training (ICPOET)

Purpose:

Council approval of Resolution 33-24 approving a cooperative Grant Contract Agreement and authorizing the Police Chief as the authorized electronic signer to execute this agreement on behalf of the City of Owatonna with the Office of Justice (OJP)..

Background:

On behalf of the City of Owatonna, the Chief of Police has applied for and was selected to receive a state-funded grant from the Office of Justice Program (OJP) to recruit a non-traditional candidate to become a Police Officer for the City of Owatonna. The grant awards up to \$50,000.00 for one candidate to attend a 6-month Intensive Comprehensive Peace Officer Education and Training (ICPOET) and an accredited education center. After successful completion of the program and state board licensing, the candidate advances into our field training program as a Police Officer.

An authorized signer from the City of Owatonna is required to fully execute the grant agreement. To effectively and efficiently manage this program and submit agreements and amendments, as the Chief of Police, I am requesting to be an authorized signer specific to the OJP ICPOET grant.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 33-24 Office of Justice Program
2. Grant Contract Agreement

RESOLUTION 33-24
AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that City of Owatonna Police Department enter into a cooperative agreement with the Office of Justice Programs in the Minnesota Department of Public Safety.

The Chief of Police is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the Owatonna Police Department.

Passed and adopted this ____ day of _____, 2024, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2024 Grant Contract Agreement No.: A-ICPOE-2024-OWATONPD-036
Grantee: City of Owatonna, Police Department 204 E Pearl Street Owatonna, Minnesota 55060-2422	Grant Contract Agreement Term: Effective Date: 5/1/2024 Expiration Date: 6/30/2025
Grantee’s Authorized Representative: Jeffrey Mundale, Chief City of Owatonna, Police Department 204 E Pearl Street Owatonna, Minnesota 55060-2422 (507) 774-7202 jeffrey.mundale@ci.owatonna.mn.us	Grant Contract Agreement Amount: Original Agreement \$50,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2024-OWATONPD-036 / 3-94430

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Owatonna Police Department

A-ICPOE-2024-OWATONPD-036

Budget Summary

ICPOE: Intensive Comprehensive Peace Officer Education and Training				
Budget Category	Award			
Personnel				
Employee wages	\$22,880.00			
Total	\$22,880.00			
Payroll Taxes and Fringe				
Fringe benefits	\$6,520.00			
Total	\$6,520.00			
Travel and Training				
Tuition	\$20,600.00			
Total	\$20,600.00			
Total	\$50,000.00			



CITY OF
OWATONNA

Miscellaneous



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Authorization to Proceed - 2024 Crack Sealing and Seal Coating Project

Purpose:

To receive a council motion to proceed with an advertisement for bids for the 2024 Crack Sealing and Seal Coating Project.

Background:

The City of Owatonna annually crack seals roadways in advance of sealcoating. Approximately 4.986 miles are planned for crack sealing and sealcoating in 2024. Bids will be received May 1st.

Budget Impact:

The anticipated project cost is in line with the 2024 Operating Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Authorization to Proceed - 2024 CIPPS Project

Purpose:

To receive a council motion to proceed with an advertisement for bids for the 2024 CIPPS (Cured In-Place Pipe System) Project.

Background:

The City of Owatonna lines clay sanitary sewer lines to improve the carrying capacity and reduce inflow and infiltration. Approximately 6,549 linear feet are planned for lining in 2024. Bids will be received May 1st.

Budget Impact:

The anticipated project cost is in line with the 2024 Operating Budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



DATE: April 2, 2024
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Tobacco License - Fatmeh Mustafa - Cekoo Tobacco - 1836 S Cedar Avenue

Purpose:

Council approval of applications received from Fatmeh Mustafa on behalf of Cekoo Tobacco for a Tobacco License.

Background:

Cekoo Tobacco is in the process of establishing business operations at 1836 S Cedar Avenue with plans to open during the next few weeks. Ms. Mustafa submitted the application documents and payment of fees. A background verification was completed and Chief Mundale has no objection to the issuance of this license.

Budget Impact:

\$ 50.00 application fee
100.00 background verification fee
112.50 tobacco license fee (9 months at \$12.50/month, Tobacco License is \$150.00/year)
\$262.50 received from applicant

Staff Recommendation:

Staff recommends approval of this new Tobacco License for the current license period which ends December 31, 2024.

Attachments:

None