



CITY COUNCIL MEETING

Tuesday, May 7, 2024 at 7:00 PM

**Chambers, Charles S. Crandall Center
540 West Hills Circle**

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

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Chambers, Charles S. Crandall Center at 540 West Hills Circle to review a draft of the 2050 Comprehensive Plan. If time permits, there will be general updates on the City's various boards and commissions.

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

1.1. Council Agenda

1.2. Public Hearing - Tax Abatement

1.2.1. Resolution 42-24: Proposed Tax Abatement

1.3. Public Hearing - Capital Improvement Plan

1.3.1. Resolution 43-24: Capital Improvement Plan

1.4. Public Hearing - Street Reconstruction Plan with Intent to Issue Bonds

1.4.1. Resolution 44-24: Street Reconstruction Plan

1.5. Mayor Kuntz

1.5.1. Recommend Board/Commission Member Reappointments & New Members Appointments

1.5.2. Proclamations

1.5.2.1. Day of Prayer - May 2, 2024

1.5.2.2. Travis Ardolf Day - May 9, 2024

1.5.2.3. Poppy Days - May 17 & 18, 2024

1.5.3. City of the Year Award

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – April 16, 2024

2.2. Board/Commission Minutes

2.2.1. OPU Commission Meeting - March 25, 2024

2.2.2. HRA Board Meeting - March 25, 2024

2.2.3. HRA Board Meeting - April 22, 2024

2.2.4. Planning Commission Meeting - April 9, 2024

2.2.5. Planning Commission Meeting - April 23, 2024

2.3. Department Reports:

2.3.1. Building Inspections Monthly Report - April 2024

2.4. Licenses/Permits

2.4.1. Retail Fireworks License - Target

2.4.2. Retail Fireworks License - Lowe's

2.4.3. Retail Fireworks License - Hy-Vee Tent

2.4.4. Retail Fireworks License - Walmart

2.4.5. Retail Fireworks License - Walmart Tent

2.4.6. Outdoor Public Fireworks Display - Steele County Agricultural Society - July 4, 2024

2.4.7. Exempt Permit - Owatonna Soccer Association Raffle - June 24, 2024

2.4.8. Exempt Permit - Community Pathways of Steele County - July 12, 2024

2.4.9. Exempt Permit - Raffle - Ducks Unlimited Steele County Chapter 5 - September 19, 2024

2.5. Miscellaneous

2.5.1. Resolution 45-24: Authorize Contract for Purchases - Fame Awards

2.5.2. GIS Small Government Enterprise License Agreement - ESRI

2.5.3. GIS Software Sharing Agreement - Owatonna Public Utilities

2.5.4. Stormwater Facility Maintenance Easement Agreement - Yellow Company, LLC

3. **ACTION ITEMS**

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 46-24: MnDOT Variance 18th Street SE Trail Extension Project

3.2.2. Resolution 47-24: Accept Bids and Award Contract - 2024 Street Maintenance

3.2.3. Resolution 48-24: Accept Bids and Award Contract - North Cedar Overlay

3.2.4. Resolution 49-24: Reject Bids - 2024 CIPPS

3.2.5. Resolution 50-24: Authorize Property Purchase - 506 Maple Drive

3.2.6. Resolution 51-24: Authorize Property Purchase - Parcel on Mineral Springs Parkway

3.3. Miscellaneous

3.3.1. On Sale Wine and Beer Licenses - Oscar Sanchez dba Owatonna Taqueria Jalisco LLC - 206 W Rose Street

3.3.2. Accept Proposals and Award Contract - Overlay Prep Project

3.3.3. Engineering Services Agreement - WWTF Biogas Tax Credit - Nero Engineering

3.3.4. Wastewater Treatment Facility Tax Credit Agreement - Baker Tilly

3.3.5. Land Development Agreement - Yellow Company, LLC

4. **STAFF REPORTS**

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

CITY OF OWATONNA, 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: April 16, 2024

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)
945471v1



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 42-24: Proposed Tax Abatement

Purpose:

Approve Resolution 42-24 authorizing a tax abatement and declare the City's intention to issue general obligation bonds to finance the cost of Merrill Hall renovations - Phase I.

Background:

Annually, the City prepares a five-year capital improvement plan. There are various financing options available to the City depending on the particular project. The City is intending on issuing bonds under Minnesota Statutes Section 469.1814.

The maximum planned has been set at \$6,500,000. The amount of debt to be issued is \$5,230,000. This will cover the cost of the contract and any financing costs related to issuing bonds.

Budget Impact:

There will be a debt service levy related to the bonds that will be issued to finance this project. This debt service levy will be repaid over a 20-year period of time.

Staff Recommendation:

Staff recommends approval of Resolution 42-24 for this tax abatement for purpose of issuing abatement bonds to finance the Merrill Hall renovation - Phase I.

Attachments:

1. Resolution 42-24: Tax Abatement

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 42-24

RESOLUTION APPROVING PROPERTY TAX ABATEMENT IN
THE CITY OF OWATONNA AND IDENTIFYING QUALIFIED
USERS OF THE PROJECT

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. 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. Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or improvement of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

1.03. The City has identified certain parcels located in the City, identified in EXHIBIT A attached hereto (the "Abatement Property"), which will be benefitted by the Project and from which the City proposes to abate all or a portion of the City's share of taxes to help finance the Project, subject to all the terms and conditions of this resolution (the "Abatement"). The Abatement Property is not located in a tax increment financing district.

1.04. The City intends to issue one or more series of general obligation tax abatement bonds (the "Abatement Bonds") in the estimated maximum principal amount of \$6,500,000 pursuant to the Act to pay the costs of the Project. The Abatement Bonds are expected to be paid primarily through the collection of Abatement revenues.

1.05. 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").

1.06. 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.

1.07. On the date hereof, the City Council conducted a duly noticed public hearing on the proposed Abatement, the 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, at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement for the following reasons:

- (a) The Abatement will help finance the Project, which is necessary to provide or help acquire or construct public facilities in the City, help provide access to services for residents of the City, and ensure a high quality of life for residents of the City.
- (b) The Project will provide child care.
- (c) The Project will provide entertainment.

2.02. It is hereby found and determined that the Abatement is in the public interest for the following reasons:

- (a) The Abatement will provide or help acquire or construct public facilities in the City and help provide access to services for residents of the City.

Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

- (a) The term "Abatement" means the City's share of the real property taxes generated from the land and improvements on the Abatement Property, in the amounts described in this Section:
 - (i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay all of the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum amount of \$6,500,000.
 - (ii) Notwithstanding anything to the contrary herein, the Abatement payable on any September 1 and the subsequent March 1, combined, will not exceed the amount produced by extending the City's total tax rate for the applicable year against the tax capacity of the Abatement Property, as of January 2 in the prior year.
 - (iii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap").

The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The Abatement will be for a term of twenty (20) years, provided that Independent School District No. 761 (Owatonna Public Schools) or Steele County, Minnesota declines to participate in the abatement of property taxes, and the City will collect the Abatement in semiannual installments each March 1 and September 1, commencing March 1, 2026 and continuing through March 1, 2045. The City will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Act. Once the Abatement Bonds are issued, this resolution may not be amended.

(d) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

Section 4. Qualified Users Approved.

4.01. The City Council approves the designation of the Abatement Bonds as “qualified 501(c)(3) bonds” pursuant to Section 145 of the Code.

4.02. The City Council approves the designation of the Qualified Users as qualified 501(c)(3) users of the Project.

Section 4. Miscellaneous.

5.01. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the intent of this resolution in accordance with the Act.

5.02. The Mayor and City Administrator/City Clerk are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

5.03. This resolution shall be in full force and effect following its approval.

(The remainder of this page is intentionally left blank.)

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

ABATEMENT PROPERTY

Parcel Identification Numbers:

175740312	175740401	175740706	175740512	175740216	175740705	175740709
175740601	175740310	175740418	175740114	175740210	175740315	175740408
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175740714	175740409	175740416	175740121	175740701	175740112	
175740115	175740320	175740232	175740504	175740604	175740404	
175740230	175740226	175740307	175740204	175740501	175740506	

WA380-68 (JAE)
950048v1

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: April 16, 2024

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)
945473v1



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 43-24: Capital Improvement Plan

Purpose:

Request Council approval of Resolution 43-24 to approve a capital improvement plan and to declare the City's intention to issue general obligation bonds to finance the cost of capital improvement activities described in the capital improvement plan.

Background:

Annually, the City prepares a five-year capital improvement plan. There are various financing options available to the City depending on the particular project. The City is adopting a capital improvement plan with the plan to issue bonds under Minnesota Statutes Section 475.521 for a project at its law enforcement center (LEC).

The project planned in 2024 includes property acquisition at the law enforcement center. This site has been shared with Steele County since it was originally purchased. Steele County will be vacating the premises when their new facility is complete. The maximum planned had been set at \$3,000,000. This was to cover both the property acquisition and any necessary renovations. The upcoming debt issued in 2024 will be less as it will only include property acquisition in 2024. Any potential renovations will not occur until 2025 at the earliest. An additional bond issue may be considered at that time.

Budget Impact:

There will be a debt service levy related to the bonds that will be issued to finance the property acquisition.

Staff Recommendation:

Staff recommends approval of Resolution 43-24 to approve this capital improvement plan and the plan to issue bonds to finance the projects included in the plan.

Attachments:

1. Resolution 43-24 Capital Improvement Plan

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 43-24

RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PLAN
AND AUTHORIZING 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 475.521, as amended (the "Act"), to prepare a plan for capital improvements authorized under the Act over the next five years, and to issue general obligation bonds to finance the cost of capital improvements described in said plan.

1.02. The City has caused to be prepared a five-year capital improvement plan for the years 2024 through 2028 (the "Plan"). Expenditures for 2024 include but are not limited to improvements to and renovation of the law enforcement center in the City (the "Capital Improvements"). Financing for the Capital Improvements may take place in subsequent years as well under the Plan.

1.03. On the date hereof, the City Council conducted a duly noticed public hearing regarding adoption of the Plan pursuant to the requirements of the Act and the issuance of general obligation bonds thereunder in a maximum principal amount of \$3,000,000, plus any premium received (the "CIP Bonds"), to finance the Capital Improvements.

1.04. In considering the Plan, the City Council has considered for each project and for the overall Plan:

1. the condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units; and

Section 2. Actions Ratified; Plan Approved.

2.01. The City Council hereby ratifies all actions of the City's staff and consultants in preparing the Plan and arranging for approval of this resolution in accordance with the Act.

2.02. The Plan is approved in the form on file in City Hall.

Section 3. CIP Bonds Authorized.

3.01. The City is authorized to issue the CIP Bonds in a maximum principal amount of \$3,000,000, plus any premium received, in order to finance the Capital Improvements described in the Plan. City staff, its municipal advisor, and its legal counsel are authorized to take all actions needed to call for the sale of the CIP Bonds, subject to the contingency described in Section 3.02 hereof.

3.02. If a petition requesting a vote on the issuance of the CIP Bonds signed by voters equal to five percent (5%) of the votes cast in the last municipal general election is filed with the City Administrator/City Clerk within thirty (30) days after the date of 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. The authorization to issue the CIP Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the CIP Bonds.

Section 4. Miscellaneous.

4.01. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan and the intent of this resolution in accordance with the Act.

4.02. The Mayor and City Administrator/City Clerk are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

4.03. This resolution shall be in full force and effect following its approval.

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

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: April 16, 2024

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

/s/ Kris M. Busse

City Administrator/City Clerk
City of Owatonna, Minnesota



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 44-24: Street Reconstruction Plan

Purpose:

Request Council approval of Resolution 44-24 approving a street reconstruction plan and to declare the City's intention to issue general obligation bonds to finance the cost of street reconstruction activities described in the Street Reconstruction Plan.

Background:

Annually, the City prepares a five-year capital improvement plan. Included as part of this plan are streets which the City intends to reconstruct. There are various financing options available to the City. The City is adopting a five-year street reconstruction plan with the plan to issue street reconstruction bonds under Minnesota Statutes Section 475.58, subdivision 3b.

The projects are listed in the street reconstruction plan by year and more detail by project is included in the 2024-2028 Five Year CIP. The maximum planned had been set at \$2,000,000.

The actual debt issued will be closer to \$1,100,000. Favorable bids were received on this year's projects subsequent to calling this public hearing. The amount of the debt issue includes project costs not paid by utility funds (i.e. water, sewer) plus contingency funds, engineering costs, and financing costs.

Budget Impact:

There will be a debt service levy related to the bonds that will be issued to finance the projects included in the street reconstruction plan. This levy will be in place over the 10 year life of the bonds.

Staff Recommendation:

Staff recommend approval of Resolution 44-24 to approve this street reconstruction plan and with plan to issue street reconstruction bonds.

Attachments:

1. Street Reconstruction Plan 2024-2028
2. Resolution 44-24 Street Reconstruction Plan

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.

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 44-24

RESOLUTION ADOPTING A STREET RECONSTRUCTION
PLAN AND AUTHORIZING 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. Before the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City, in consultation with its City engineer, has caused preparation of a five-year street reconstruction plan (the "Plan"), which describes certain street reconstruction activities in the City for the years 2024 through 2028. The reconstruction activities described in the Plan for calendar year 2024 include the reconstruction of portions of McKinley Street SW, Anderson Place SW, Cedar Avenue North, and 18th Street Trail SP in the City (collectively, the "Street Reconstruction").

1.04. The City has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation bonds pursuant to the Act in the maximum principal amount of \$2,000,000, plus any premium received (the "Street Reconstruction Bonds"). The purpose of the Bonds is to finance all or a portion of the costs of the Street Reconstruction as described in the Plan.

1.05. On this date, the City Council held a public hearing on the Plan and the issuance of the Street Reconstruction Bonds, after publication in the City's official newspaper of a notice of public hearing at least 10 days but no more than 28 days before the date of the hearing.

Section 2. Actions Ratified; Plan Approved.

2.01. The City Council hereby ratifies all actions of the City's staff and consultants in preparing the Plan and arranging for approval of this resolution in accordance with the Act.

2.02. The City Council finds that the Plan will improve the City's street system, which serves the interests of the City as a whole.

2.03. The Plan is approved in the form on file in City Hall.

Section 3. Street Reconstruction Bonds Authorized.

3.01. The City is authorized to issue the Street Reconstruction Bonds in a maximum principal amount of \$2,000,000, plus any premium received, in order to finance the Street Reconstruction described in the Plan. City staff, its municipal advisor, and its legal counsel are authorized to take all actions needed to call for the sale of the Street Reconstruction Bonds, subject to the contingency described in Section 3.02 hereof.

3.02. If a petition requesting a vote on the issuance of the Street Reconstruction Bonds signed by voters equal to five percent (5%) of the votes cast in the last municipal general election is filed with the City Administrator/City Clerk within thirty (30) days after the date of 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. The authorization to issue the Street Reconstruction Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Street Reconstruction Bonds.

Section 4. Miscellaneous.

4.01. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan and the intent of this resolution in accordance with the Act.

4.02. The Mayor and City Administrator/City Clerk are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

4.03. This resolution shall be in full force and effect following its approval.

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

WA380-69 (JAE)
950065v1



CITY OF
OWATONNA

Mayor Kuntz



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Mayor Thomas A. Kuntz
SUBJECT: Recommend Board/Commission Member Reappointments & New Members Appointments

Purpose:

Annually, terms of various board/commission members expire and reappointment of the current member or new members are sought. We are still in the process of completing this task and ask the Council to approve these reappointments and new member appointments.

Background:

Recommendations for reappointment:

- Fire Code Board of Appeals & Fire Civil Service Board - Paul Smith
- Housing & Development Authority - Lindsay Schultz
- Park & Rec Board - Gina McGuire & Sara Baird
- Planning Commission - Mark Wilson & Nicholas Peake
- Public Library Board - Karen Malin
- Public Utilities Commission - Doug Zirngible
- West Hills Commission - Arlan Burmeister & Jan Mittlestadt Tippet

Recommendation for new member appointments:

- Human Rights Commission - Julia Seykora, Jennifer Hansen & Jessica Bjore
- Airport Commission - Greg Krueger

During the May 17th City Council Meeting, we will recognize previous commission/board members for their service and complete the new member appointment process. Applications are currently being accepted for the Airport and Shade Tree Commissions, there will also be an opening on the EDA after September 30th.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

None



CITY OF
OWATONNA

Proclamations



Mayor's Proclamation

WHEREAS one of our nation's great strengths is the freedom to exercise our faiths freely and prayer is an essential act of worship and a daily discipline for many Americans; and

WHEREAS today and every day, forgiveness and reconciliation will be sought through prayer. We recognize the power of prayer to strengthen our spirits, draw us together, and create a better tomorrow; and

WHEREAS today and every day, prayers will be said for comfort for those who mourn, healing for those who are sick, protection for those who are in harm's way, and strength for those who lead, and

WHEREAS we wish to carry forward our nation's tradition of religious liberty, which protects Americans' rights to pray and to practice our faiths as we see fit. In 1952, a joint resolution by Congress designated the first Thursday of May as the National Day of Prayer; however, the day has been observed for almost 400 years in our country.

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim Thursday, May 2, 2024 as the annual

DAY OF PRAYER

in the City of Owatonna and invite all citizens of our Great City, as their own faith directs them, to join me in giving thanks for the many blessings we enjoy. I call upon individuals of all faiths to pray for guidance, grace, and protection for our great Nation as we address the challenges of our time and thankful that we have a democracy that respects the beliefs and protects the religious freedom of all people to pray and worship.

Dated: 5-2-24

By: 

Thomas A. Kuntz, Mayor





Mayor's Proclamation

WHEREAS each year, the Moonlighters Exchange Club of Owatonna recognizes a member of the Owatonna Police Force for their service to our community and this year, Travis Ardolf has been selected as the 2024 Police Officer of the Year; and

WHEREAS after graduating from the Glenco-Silver Lake High School, Travis attended the Rochester Community Technical College and then the Minnesota State University in Mankato to obtain a bachelor's degree in Law Enforcement; and

WHEREAS Travis began his police career as a Correctional Officer at the Steele County Detention Center. In February 2014, he became a Patrol Officer with the City of Owatonna. In 2020, he was promoted to Detective and assigned to the City's Detective Bureau; and

WHEREAS Travis continues to develop his skills, in 2017, he was certified as a Use of Force Instructor and a Field Training Officer and during 2018, he was certified as a Taser Instructor; and

WHEREAS Detective Ardolf has received three Class D Commendations for Outstanding Performance;

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim today Thursday May 9, 2024 as:

TRAVIS ARDOLF DAY

and call upon all citizens of the Great City of Owatonna to help us celebrate with Detective Ardolf as he is recognized as the Police Officer of the Year during the Owatonna Police Officer Recognition Banquet at the Owatonna VFW.

Dated: _____

By: _____

Thomas A. Kuntz, Mayor





Mayor's Proclamation

WHEREAS the red Buddy Poppy is a nationally recognized symbol of sacrifice worn by Americans since World War I to honor those who served and died for our country in all wars; and

WHEREAS the annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States (the VFW) has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS VFW Buddy Poppies are assembled by disabled veterans for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

WHEREAS the red poppy reminds Americans of the sacrifices made by our veterans while protecting our freedoms.

NOW THEREFORE I, Thomas A Kuntz, Mayor of this Great City of Owatonna, proclaim May 17 & 18, 2024 to be

POPPY DAYS

in Owatonna and I urge all citizens to wear a Buddy Poppy as mute evidence of our gratitude and in honor to the men and women who have worn our nation's uniform in defense of the freedoms which we enjoy as American Citizens.

Dated: _____

By: _____

Thomas A. Kuntz, Mayor





CITY OF
OWATONNA

Minutes

Owatonna City Council Minutes
April 16, 2024 – Draft Copy

On Tuesday, April 16, 2024, at 7:00 p.m., Council President Schultz called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Voss, Burbank, Boeke, Svenby, Dotson, Raney and Schultz; Mayor Kuntz; Public Works Director Murphy; Community Development Director Klecker; Park and Rec and Facilities Director Tuma, It System Administrator O'Connor; City Attorney Walbran; City Administrator Busse and Administrative Coordinator Clawson.

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

Mayor Kuntz advised he has proclaimed April 29th as Arbor Day and commented that Owatonna residents should be proud to live in a city which values its trees.

Consent Agenda Items

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

- Minutes – Council Meeting – April 2, 2024
- Minutes - Human Rights Commission Meeting - March 12, 2024
- Minutes - Airport Commission Meeting - March 14, 2024
- Minutes - EDA Meeting - March 13, 2024
- Monthly Report - Building Inspections - March 2024
- Monthly Dashboard and Activity Report – Fire Department - March 2024
- March Dashboard – Police Department
- Retail Fireworks License - Cash Wise
- Temporary Liquor License – KC Hall at Smokin 'n Steele BBQ & Blues - May 30-June 1, 2024
- Ice Cream Vendor Permit - Kona Ice
- Event Permit - From the Heart - Fun Run & 5K - May 4, 2024
- Event Permit - Juneteenth Celebration - Alliance for Greater Equity - June 22, 2024
- Event Permit - 2024 Street Café - Foremost Brewing Cooperative - April 21 - November 3, 2024
- Renew Parking Lot Lease - W Main Street - Brian and Susan Stendel
This lease agreement ends October 31, 2024, the property owner may consider selling the property this year and requested a shorter lease before making their decision. Rent based on twenty-four parking spaces at \$23.00 per space per month for the entire term of the lease.
- Change Order No. 2 - Airport Fencing and Gates Project - Century Fencing Company
Project cost increases \$9,650: Construction contract \$8,400.00 and engineering

service \$1,250.00. Work items in this change order have been approved by the FAA and reviewed and recommended by the Airport Commission. After completion of the project layout and staking, a number of underground utilities were found to be located in close proximity to the desired layout of the fence line. The Contractor recommends hydrovac excavating as provided in this Change Order rather than using an auger in these areas, the final completion date of May 15, 2024, is not to be exceeded. Additional engineering services were requested to assist with survey and deed research outside the original scope of work of the airport engineering consultant. This is to investigate any recorded deeds to ensure no boundary restrictions, agency restrictions, easements, or other issues before final staking of fence line.

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

Finance Report

Council Vice President Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$3,236,493.25. Council Member Boeke made a motion to approve payment of all bills presented, Council Member Dotson seconded the motion, all members present voted aye in approval.

Resolution 34-24: Warranty Deed and Memorandum of Understanding - Lots on 26th Street

City Administrator Busse requested approval to purchase undeveloped lots on 26th Street from Steele County. Steele County originally acquired the land to limit access to 26th Street which will continue per the Memorandum of Understanding. The City's Master Park Plan for this area identifies these lots to be used as a future trail head facility. Steele County is conveying the property to the city at no cost. The city will be responsible for all closing costs and recording fees. The agreement also calls for the County and City to cooperatively seek opportunities for City in-kind contributions to County projects and services. Council Member Raney made a motion to approve Resolution 34-24; Council Member Boeke seconded the motions, all members voted aye in approval.

Resolution 35-24: Purchase Agreement and Interim Lease - Law Enforcement Center

City Administrator Busse requested approval of Resolution 35-24 for acquisition of the Law Enforcement Center (LEC). The City and County jointly own the LEC located at 204 East Pearl Street. The County will be relocating the Sheriff's offices to the Steele County Detention Center and the city would like to acquire the county's portion of the building. The property was appraised and given a value of \$1.4 million dollars. By mutual agreement, the purchase price has been set at \$700,000. The date of closing is estimated to be on or before April 25, 2024. Since the Detention Center space is being renovated, the county will continue to occupy the space at no cost until April 25, 2025, or one year from the date of the issuance of a permit for the Sheriff's addition, whichever is later.

After one year, if the County is still occupying the space, the rental rate will be \$19.00 per square foot. During the interim period, the city and county will continue to share 50/50 in operating expenses including telephone, telecom, garbage, shredding, pest control, copier, and supplies. The city will also share the costs of records personnel and janitorial services with the county on a 50/50 basis during the interim period. The city will be responsible for any repairs, maintenance or improvements and planned upgrades to the building. Council Member Svenby made a motion for approval, Council Member Burbank seconded the motion, all members voted aye for approval.

Resolution 36-24: Release from Declaration of Protective Covenants for Owatonna

City Attorney Walbran presented Resolution 36-24 to release Lot 1, Block 2, Owatonna Industrial Park No. 2, (the Property), from Declaration of Protective Covenants stated June 12, 1989, and the Conditions of the Amended and Restated Development Agreement dated July 20, 1989. On June 12, 1989, the City Council adopted a Declaration of Protective Covenants for Owatonna Industrial Park No. 2 including Lot 1, Block 1 and Lot 1, Block 2. SPX was the owner of both Properties. In 1989 the City and SPX entered into a Development Agreement. In 1989 the City also adopted the Declaration of Protective Covenants regulating the development and use of the Property. Subsequently, SPX sold Lot 1, Block 2 to Truth Hardware Corp. In October 2001 at the request of SPX, the City released Lot 1 from the conditions of the Amended Development Agreement, having found that SPX had satisfied the conditions provided in that Agreement. In October 2001 the City also released SPX's property from the Declaration.

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

Resolution 37-24: Release of Property From The Amended and Restated Development Agreement - Truth Hardware

City Attorney presented Resolution 37-24 authorizing Truth Hardware's request that Lot 1, Block 2 be released from the Development Agreement and the Declaration. The City has determined that Truth Hardware has satisfied the conditions under the Amended Development Agreement. The City has reviewed the Declarations and has determined that, given the Land Use Ordinance in Title XV of the City Ordinance Code, as amended, the conditions of the Declaration are no longer necessary. Council Member Svenby made a motion for approval, Council Member Raney seconded the motion, all members voted aye for approval.

Resolution 38-24: Authorization to Submit Application for Deferred Loan – Minnesota Housing Finance Agency

Community Development Klecker commented staff is working with a developer to redevelop the Modern Aire Apartments property into a 73-unit apartment building. The project would consist of 53 market rate apartments and 20 affordable units with total project costs over \$14 million. To help finance the project, a grant from the Minnesota Housing Finance Agency (MFHA) is being pursued through the Workforce Housing

Development Program. Up to \$3.7 million would be applied for in the form of a deferred loan that would be forgiven after 3 years of the paperwork being signed and completion of the project. Tax Increment Financing (TIF) would also be requested for this project, TIF is the financing avenue to bring 20 affordable units to this project which replaces the 12 units currently in the Modern Air Apartments. If awarded the deferred loan, the City would enter into a development agreement with the developer to ensure that if the loan is not forgiven, that any repayment of the loan would be the responsibility of the developer. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Resolution 39-24: Purchase Parking Lot - W Vine Street - US Bank

Community Development Klecker requested approval of Resolution 39-24 for purchase of the parking lot on W Vine Street from the US Bank. This property is adjacent to property currently owned by the city and will allow construction of a larger public parking lot. The city is also acquiring the lot that contains the walkway just east of the US Bank building. This lot will provide access from the parking lot to Broadway Street. The purchase price for both properties is \$200,000. The purchase agreement includes a development agreement as well as an easement agreement for their existing sign along West Vine Street. The development agreement is for the private parking spaces for US Bank that will be constructed off of the alley as part of the project. All the parking spaces in the public parking lot are open to anyone to park. It will provide shorter-term parking on the east side, closest to the businesses, and longer-term parking on the west side. The easement agreement allows US Bank to have their free-standing sign remain at its current location so long as US Bank, or a successor bank of which US Bank is a part of, is located in the bank building. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion and all members voted aye in approval.

Resolution 40-24: Final Plat - Marthaler Addition

Community Development Klecker requested approval of Resolution 40-24 approving the Final Plat of the Marthaler Addition. This plat is a one commercial lot, 4.26± acres, which is generally pentangular in shape. Jayme Baker, Marthaler Automotive on behalf of John Ihlenfeld and the Ihlenfeld Family Partnership, is requesting this plat for the purposes of constructing an automotive dealership and ancillary uses. The Planning Commission recommends approval of this Final Plat with these conditions:

1. That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
2. That said plat be and the same hereby is approved with the following conditions:
 - a) The final plat shall be recorded within 60 days of the approval.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - c) The developers shall enter into a development agreement with the City prior to recording of the final plat.

- d) 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.
 - e) Fire hydrants shall be installed every 400' along State Avenue NW.
 - f) All plantings shall occur on the private property, outside of any drainage or utility easements
 - g) 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.
 - h) All comments of the City Engineer's memo shall be met.
 - i) The shared driveway easement shall be recorded with the final plat.
 - j) A revised preliminary plat drawing shall be submitted to the City prior to recording of the final plat addressing the items in the City Engineer's memo.
3. That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota, and to be given to the applicants of said plat.

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

Resolution 41-24: 2024 Street & Utility Bids

Public Works Director Murphy presented Resolution 41-24 accepting the bids and awarding the contract for the 2024 Street and Utility Project. The seven bids received were:

Wencl Construction, Inc. of Owatonna, MN	\$1,248,467.00
BCM Construction, Inc. of Faribault, MN	\$1,319,321.00
Heselton Construction, LLC of Faribault, MN	\$1,378,221.90
Holtmeier Construction, Inc. of Mankato, MN	\$1,433,470.17
JJD Companies LLC of Blooming Prairie, MN	\$1,478,640.00
Snow Contracting, LLC of Byron	\$1,491,807.38
MN ICON, LLC of Dodge Center, MN	\$1,497,926.50

Council Member Voss made a motion for approval, awarding this contract to Wencl Construction Inc. Council Member Dotson seconded the motion, all members voted aye in approval.

Authorization to Proceed – 2024 N Cedar Avenue Overlay

Public Works Director Murphy requested authorization to proceed with an advertisement for bids for the overlay project on N Cedar Avenue. Due to deteriorating condition, nearly 1 mile of North Cedar, from the Maple Creek Bridge to the 26th Street Roundabout, is planned to be milled and overlaid. Bids will be received May 1st. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye in approval.

Cooperative Agreement for Pavement Striping and Markings - Steele County

Public Works Director Murphy requested approval of the agreement with Steele County for the 2024 Pavement Striping and Markings Project. The city and county have a framework for developing cooperative agreements for construction on joint projects. Following the framework, cooperative agreements are developed for each project individually. This agreement uses the efficiency of adding City Street Striping/Markings into the County's project and contract. The City's cost share of the project is estimated at \$16,716.94, which includes project development costs estimated at \$1,238.29. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

Cooperative Agreement for Signal Revisions - Steele County

Public Works Director Murphy requested approval of the agreement with Steele County for signal revisions at the intersection of I-35 northbound ramp at CSAH 2 at Hoffman Drive and at the intersection of the I-35 southbound ramp at Bridge Street. The signal systems are owned by the State of Minnesota but are maintained by the City of Owatonna and Steele County. The City entered into an agreement with the State of Minnesota for this work on March 19 with Resolution 27-24. The cost of the project will be split between the three entities. The County's estimated share is \$59,244.99, the State's estimated share, including state-furnished materials, is \$54,350.00, and the City's estimated share is \$56,394.99. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members voted aye in approval.

Authorize Purchase of a 2024 Ziegler Cat Paver

Public Works Director Murphy requested authorization to purchase a 2024 Ziegler Cat Paver. This purchase has been identified as necessary by the Street Maintenance Manager, one year ahead of planned replacement of a 2006 Ingersol Rand Paver. The 2006 paver requires extensive electronic part replacement, and the cost vs trade value is not feasible. The equipment is anticipated to be delivered and operational as part of the fleet for the 2024 summer maintenance season has a purchase price of \$561,694.06. The Ingersol paver will be traded to Ziegler Cat for \$18,000, which appears to be well above market value based on comparable equipment listings and other finalist vendors have refused to take in as trade. Council Member Boeke asked if training in the use of the machine is included. Murphy responded yes, training and review of the machine's operations will be demonstrated; new technology includes computers on board. Council Member Dotson commented he spoke with Director Murphy about this proposed purchase to question if leasing a machine when needed would better use taxpayers' dollars but when considering all the projects this machine will be used for, it will be cost beneficial to make this purchase. Council Member Voss asked when the machine would be available, Director Murphy responded this vendor can deliver within 30 days, others offered six to nine months, and machine maintenance is available within 50 miles.

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

Change Order #11 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

Public Works Director Murphy requested approval of Change Order #11 for the Wastewater Treatment Facility Expansion Project totaling \$223,024.85. Work Change Directives (WCDs) are created as a means to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order 11 consists of WCDs 65 and 72: 65 - Field Order includes 16 - Site Changes and 72 - Peak Flow Overflow Box. The project is 72% complete, our contractor has been very efficient with use of resources, our cost increases have been 2.1%; most projects average contingencies of 10%. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

On-Sale Wine & Beer License - Grapeful Wine Bar - 306 N Cedar Avenue

City Administrator Busse requested issuance of On-Sale Wine and Beer Licenses for the Grapeful Wine Bar. Stephanie Hanson is renovating property at 306 N Cedar Avenue to open a new establishment, the Grapeful Wine Bar. A background verification was completed and Chief Mundale has no objection to the issuance of these licenses. These licenses will be effective upon issuance of a Certificate of Occupancy. Council Member Dotson made a motion for approval, Council Member Voss seconded the motion, and all members present voted aye in approval.

Deer Management Program 2024

Park and Rec and Facilities Director Tuma introduced Administrative Coordinator Mary Jo Knutson. The 2024 program will run similar to the 2023 program with minor changes. The two main changes are:

- (1) update zone maps and locations
- (2) require climbing sticks instead of full ladders to the tree stands

There will be 17 zones within 11 parks offered over two seasons to provide the most hunter opportunities. Maintenance support includes meetings, signs, maps, tree stand marking, weekly check-in, 24-hour reporting. DNR Application for authorization of this program is due April 24, 2024. Jeanine Vorland, DNR Conservation Officer was present and commented there is a robust deer population within city limits and recommends a culling be held. Council Member Dotson asked if Chronic Waste Disease is present; Vorland responded that last year a case was confirmed in a deer northwest of Northfield, but we don't believe there have been any instances within Steele County. This disease is spread by contact, so with more deer present, there will be a higher potential of occurrence and reducing herd size will help. Council Member Raney commented he has seen many deer along 18th Street this year and has also seen a lot of wild turkeys. Every year there are several deer/vehicle incidents in his neighborhood. Council President

Schultz reminded everyone that the current City Code prohibits feeding wildlife within city limits. Council Member Raney made a motion for approval, Council Member Dotson seconded the motion. Council Member Boeke commented he prefers to not go against recommendations received from the Park Board and staff, but he prefers taking a one-year break and not offer a deer management program this year. With no additional comments, all members voted which was approved six to one.

Authorize Grant Application for Central Park Bandshell - Owatonna Foundation

Park and Rec and Facilities Director Tuma requested authorization to apply for a grant from the Owatonna Foundation to help fund repairs and remodeling of Central Park Bandshell. The hot-cold winters in recent years have destroyed the siding on the bandshell. Spot repairs have been done, but it is time to replace the roof, old boilers, and other items at the site including audio/visual equipment. Two options under consideration, with the difference being the type of screen being built in. One would allow it to be used during daylight, the other would be a more standard screen that will only provide nighttime use. This project could cost up to \$150,000, this grant request will be for \$90,000-\$110, 000 and there is \$50,000 available in CIP funds. The option of screen will be chosen based upon the amount of the funding award. Council Member Raney asked what would happen to this project if no grant funds were received. Tuma replied, staff would prioritize updates within the available CIP funds. Council Member Boeke asked if the Central Park restrooms were ADA compliant. Tuma responded yes, they are and only a few small updates are needed in the restrooms. Council Member Raney made a motion authorizing application for a grant from the Owatonna Foundation, Council Member Boeke seconded the motion, all members voted aye in approval.

STAFF COMMENTS

Community Development Director Klecker commented that affordable housing is greatly needed. During tonight's meeting, Council approved Resolution 38-24 authorizing a grant application for the project to redevelop Modern Aire Apartments with 20 affordable units in this project. We are evaluating proposed projects with the developers: the East Gate 2 Project hopes to add 50 affordable units for seniors; United Way has an Affordable Housing Task Force, which I and Ghassan Madkour, Housing Director are on. We have put forth an Affordable Housing Plan which is needed in the grant application for tax credits. HRA is currently platting property which will be used for affordable housing with four units. To encourage Single Family Development, we finance the hard surfaces of single-family developments with streets, sidewalks and curbs. Greg Kruschke, Community Development Manager & I will be speaking during the Eggs and Economic breakfast this Thursday so they can share our program information with their clients.

Public Works Director Murphy commented that the compost site is currently not open as the site is in transition for new vendor operation. He asked everyone to watch the city's website and Facebook, for updates of when the site is opened, anticipating the site will open early next week. All city departments in Public Works have been busy preparing for the warmer construction weather. Engineering has been pushing projects which tonight, were ready for approval to bid. Concrete replacement has been done as staff are helping OPU convert breaks as they repair water breaks. Staff are busy with clearing storm water ponds and removing woody vegetation. WWTP is nearing 75% complete, we received our first MCC (Motor Control Center) which is vital to the process of persons in our building. A lot of scheduling and juggling was needed to not push this project's completion date back and we are still expecting substantial completion date to be March 2025.

Parks & Rec and Facilities Director Tuma commented registrations were completed mid-February for spring & summer programs. Graphic display showed the number of participants for bus trips for seniors has continued to increase since Covid years; membership at the Social Commons has been increasing; the year-to-date revenue at Brooktree Golf Course is looking good; there are currently 600+ kids participating in spring soccer; water aerobics and swimming lessons are popular. Our maintenance staff is preparing sport fields, and restrooms opening on the trails. Rails were added to the bridges at Brooktree for safety issues. The current Little Theater of Owatonna production ends later this month and LTO will then temporarily relocate as renovation is done to Merrill Hall. General demo will begin in the halls on May 6th. There are seven new garage doors for installation on our maintenance facilities. Council Member Boeke noticed there has been a significant increase in participation in Therapeutic Recreation programs and questioned if there is sufficient staffing. Tuma commented it is good to see this program growing as there are a lot of needs within the community and fortunately, staff are currently making things work.

PUBLIC COMMENTS

Tom Sexton, 516 9th Street NE, Waseca introduced himself as the Republican endorsed candidate for House Representative 19b which includes Owatonna, most of Steele County and part of Waseca County. He provided a brief personal bio; he is a retired military veteran now living in Waseca and participating in several community organizations.

Roger Wacek, 646 E Vine Street commented that a half-truth statement is worse than a lie. One such statement published was, plants do grow better with higher levels of carbon dioxide, but only with favorable temperature and moisture conditions. He commented he would like to know how much was spent in 2023 for fertilizer, herbicides, fungicides, & insecticides? During 2018, the City spent \$24,042 on herbicides & \$49,389 on fertilizers & fungicides for vegetation management to create turf grass lawns with no pollinator habitat.

Gary Jones, 995 Ridge Road commented the Deer Management Program proposed during this meeting is good and he appreciates the new requirement for the ladder to the deer stands. He would like two additional recommendations: 1) a shorter season so everyone would stay focused and reduce safety concerns. 2) do not allow it in parks that have recreation options such as pickleball, disc golf and swing sets. Making these changes can change potential safety hazards from probably not going to happen to will not happen.

COUNCIL & STAFF COMMENTS:

Council Member Dotson asked what the current balance of ARPA Funds is. City Administrator Busse commented that the remaining balance of these funds, \$1.2 million, has been earmarked for the Vine Street Parking Lot Project. Dotson commented that this is a permissible use expenditure, but surprised Covid ARPA funds will be used for a parking lot improvement.

Council Member Burbank commented you would not want to see how ARPA Funds were spent in Madison WI. Council Member Raney commented there was also an unusual use of these funds in Juneau, Alaska.

Council Member Boeke commented that several items on tonight's agenda have been projects in the works for several years to finalize tonight and he thanked current and previous council members.

Council Member Voss commented he also has seen a lot of deer in his neighborhood this spring.

Mayor Kuntz commented that applications have been received for appointments to the Human Rights Commission, Airport Commission, and Shade Tree Commission. He hopes to complete interviews and make recommendation to Council for new members during the next City Council Meeting on May 7th If anyone is interested in serving on any of these commissions, the application form is currently available on the city's website.

Council President Schultz commented that action taken during tonight's meeting is the end to things which have been pending for some time. It might look like action was taken quickly, but there have been many meetings and discussions, so it is nice to see these items finalized.

At 8:25 p.m., Council Member Boeke made a motion to adjourn, Council Member Burbank seconded the motion, and the meeting was closed.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commisison

The Owatonna Public Utilities Commission met in rescheduled session in the Morehouse Conference Room. The meeting was rescheduled to accommodate staff attending the MMUA Legislative Conference. Present were Commissioner Zirngible, Johnson and Doyal. Absent were Commissioners Rossi and Vetter. Also present were General Manager Warehime; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Manager, Gas & Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation & Key Accounts Officer Hendricks; OPU Employees Roger Noble, Lori Jerpbak and Shanda Meier. Other guests included Brian LeMon and Kallie Doeden (Kallie attended virtually) from Barr Engineering.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for approval of the agenda and the consent agenda. The consent agenda contained the minutes from the February 27, 2024 meeting and contributed services as of February 29, 2024. Commissioner Doyal moved to approve the agenda and consent agenda. Commissioner Johnson seconded the motion. All Commissioners voting aye, the motion passed.

Committee Reports

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed and approved vouchers totaling \$10,644,302.18. There was not anything else significant to come out of the Finance Committee meeting.

Personnel Committee – Commissioner Zirngible reported the Personnel Committee met and received a staffing update, a wage comparison report and an update on the start of union negotiations. He noted, there is one position open for an Information Technology Operations Engineer.

City Administrator's Report

City Administrator Busse was not in attendance.

Water Appropriations Presentation and Discussion

General Manager Warehime recapped what OPU has been doing in regard to water restrictions, growth strategies and the potential for future water appropriations. Director, Engineer & Field Operations Fenstermacher provided an overview of the 2023-2024 drought conditions, the DNRs drought response plans, and policy change considerations needed for a more favorable opinion from the DNR if we need to ask for additional water appropriations. He noted Owatonna is part of the Cannon River watershed which is part of the bigger Black Root Water shed. In September 2023, our area was in the severe drought phase which triggers the restrictive phase. In the restrictive phase, the DNR calls upon community systems to put measures into place to reduce their pumping levels by 125% of their January pumping levels. Before that, we were in the warning phase which calls for 150% of January pumping levels. Watering bans were implemented between the hours of 10:00 a.m. and 5:00 p.m. to help reach these goals. In March, our county is in a moderate drought area. Mr. Fenstermacher showed our average daily pumping levels and showed pumping was well over the thresholds desired by the DNR. He further discussed the aquifer levels and noted even though the aquifer levels bounce back in the winter, their high levels are 3 feet lower than they were in 2017.

Mr. Fenstermacher next discussed OPU's current Water Conservation & Emergency Restrictions policy. He noted, this policy has been in effect for several years and is part of our water supply plan. He discussed potential changes to the policy, noting these changes are still being considered and evaluated and will be brought back to the Commission at a later date.

Commissioner Zirngible inquired if the dropping levels of the aquifer are something to be concerned about. Mr. LeMon replied, aquifers are the great attenuators of weather. They fall and rise accordingly but the reaction is not seen immediately. Mr. LeMon further noted he has seen this three or four times over his career where the levels start to drop, and then the rains come and the levels bounce back.

Mr. Brian LeMon, Barr Engineering, discussed OPU's water capacity both at peak times and average uses and discussed future needs based on projections of Owatonna's potential population growth. He discussed items OPU has already done to improve the system and noted a new well may be necessary in the near future. He discussed water law, including appropriations and Riparian law versus western water laws. The Riparian law covers the rights of the fish and animals living in the water. In Minnesota, the state owns the water ways, versus property owners owning the right to the water. This eliminates the possibility of a creek or river being diverted and completely dried up. The state gives out appropriations permits which include the total annual amount of water an entity can take from the supply in a given year as well as an instantaneous peak that can be taken at any given time. He discussed the process involved in modifying an appropriations permit. Part of this process includes the DNR asking if the utility has sprinkling management measures in place. The peak day usage, which is typically 95-99% of the time driven by irrigation, is the reason new wells end up being drilled. The most common sprinkling management measure is odd/even watering restrictions which spreads out the peak use. Another common measure is inclining block rates whereby the more water a customer uses, the more it costs them.

Mr. LeMon explained the four standards the DNR will look at before approving additional appropriations. New proposals cannot:

- Adversely affecting the aquifer's ability to supply for future generations,
- Harm ecosystems
- Degrade water quality, or
- Interfere with use of existing wells by reducing water levels.

Mr. LeMon noted OPU is in pretty good shape in all four areas, better than most of his clients. Mr. LeMon next discussed trigger charts and noted they are used to project growth of demand. Mr. Fenstermacher discussed industrial requests for proposals the city has received recently. He noted, we evaluate where the customer's projected water capacity would fall within our supply and determine at what point a well would need to be drilled. Mr. LeMon showed Owatonna's projected population growth compared to OPU's total and firm capacity. With just the projected population growth, not taking new industry into account, a new well is not projected to be needed in the near future. In a study conducted in 2004, a new well was anticipated to be needed by now. Because of staff actions, including leak detection and repairs, the need for a new well has been delayed. Also in the 2004 study, it was projected we would have a peak usage day of 13 million gallons. Last year's was actually 7.2 million gallons. Water conservation measures in appliances and plumbing fixtures has also been a driving factor in the reduction of water use. Next, Mr. LeMon showed, if one 1 MGD industrial customer was added to OPU's system, a new well would not have to be drilled until approximately 2050. If two were added, it moves back to approximately 2040 and if three were added, a new well would be necessary by 2030. Mr. Fenstermacher added, this data is for the whole system. A new booster station or pumps may be needed in the industrial pressure zone to accommodate that area.

Commissioner Johnson asked if it would be beneficial to apply for, and drill, a well now versus 15 years from now. Mr. LeMon replied, because of OPU's location, you will probably have less of an issue getting the appropriations than some communities around us. Mr. Fenstermacher added, it's possible to get approval to drill the well but approval may not be given to draw water from it.

After discussion, Commission directed staff to focus their attention on conservation and getting by with less. They also prefer to be prepared by beginning the process of drilling a new well now. It will cost less now than it will be in 15 years and having that access now, may help attract business and help our community grow. Mr. LeMon added, as part of the process, the DNR will require a monitoring well be added for gathering more information.

General Manager/Staff Reports

Mr. Fenstermacher updated the Commission on the next phases of the GRIP grant. He reminded them of the coalition of over 60 utilities working together to apply for the grant. He noted this is the same one we applied for last year, same program, with a very similar project. The purpose is to provide a strategic approach to the Federal government on resiliency and reliability to the Midwest power grid. He discussed the project pillars: Assess, Harden and Intelligence, and noted OPU is involved in the Intelligence one. OPU's part of the grant would go to improve system adaptability that would shorten outage durations by installing a Fault Location Isolation and Service Restoration (FLISR) system. Part of the application process is demonstrating community engagement.

General Manager Warehime discussed, the Wastewater Treatment plant methane recapture project. Due to supply chain issues, this project will probably not be completed until 2025. The projections are about 20,000 dekatherms of natural gas will be produced in a year which will displace the gas we are taking off the pipeline. For perspective, 20,000 dekatherms is about 60% of what we provide the city as contributed services for natural gas. By capturing the gas and putting it back into the system it will save the city about \$1 million in capital improvements because without installing this equipment, they would have to run a generator. Also, by purchasing the gas from them, it will generate about \$80,000 a year for them as revenue.

Next month, a report from OPED on 2023 will be given as well as numbers for the Bridge St. building will be available.

Commission Roundtable

The Commission thanked Barr Engineering and OPU for the information on water appropriations.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:29 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on MARCH 25, 2024

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:02 p.m. in the Crandall Small Conference Room 120 by Chairperson Olivo.

Members present were Julie Fiske, John Hole, and Vicki Olivo. Members Nathan Dotson and Lindsay Schultz were absent. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour and Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Fiske and seconded by Hole to approve the minutes of the February 26, 2024, HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Troy Klecker said the apartments on 26th and Cedar are done and have received their Certificate of Occupancy. The apartments behind Lowe's are in process and the first building is leasing up. The Ascend apartments are going up and will be done sometime next year. We're working on two apartment projects right now: Modern Air Apartments and Eastgate 2. They are applying for a grant and will be utilizing TIF to demolish the existing apartment and construct a 73 unit apartment building, of which 20 units will be affordable. The owner is finding spots for everyone that lives in the current apartment. The goal is to get everyone in a spot by the end of April. Madkour said the property management company he's working with is giving them free rent in April. Klecker said that he is taking it very seriously and finding spots for everyone. The grant application is due at that time. Eastgate 2 is the other project. That probably wouldn't be built until 2026 if we are awarded tax credits. United Way Housing Tax Force has put together a plan, which is needed for the application. The other piece is that these projects score better when there is other financing commitments from stakeholders. The City is one stakeholder. The developer figured out that, if you can get contributions from other partners toward this project, they can get tax credits for their contributions. They set up a meeting with the help of Brad Meier with banks and financial advisors in the community. The developer came down and explained the project. Thus far, we've gotten a bank up in the Cities and one local business to contribute. This is a senior housing project, which is very different than what we've pursued in the past. We think we can score better and we're testing the philosophy that, if seniors had an affordable place to downsize to, would they give up their single family home for a family to live in? Olivo asked if that is something they've surveyed? Klecker said it's a concept that is widely believed. We've heard that seniors would love to downsize, but they can't find anything they can afford. These will be rentals, so that limits the pool of people who would be interested. We're hoping it would lure some to take this option. Some seniors would like to be in an apartment building that is all seniors. It will be one and two bedrooms. It will be over 50 units, but they haven't pinned down the exact number. Madkour said it will be 55 and older. Fiske asked if it would have a dining facility in it. Klecker said this is more independent living. There will be some common space, but no meals provided. Another big thing we're rolling out to spur on single family residential development is a program where the City will finance the curb, gutter and streets of residential projects for a three-year period. It would be a deferred assessment which would be collected at the sale of the lot or house and have a balloon payment for five years. That creates motivation on the developers' side. The point is to get more houses built. We're announcing it now and it will be ready when someone wants to take advantage of it. This comes out to about a third of the up-front costs and reducing the risks for developers. Olivo asked if there was anything new on the lots that were donated to the City. Klecker said that there is still an action Mark Walbran has to go through to quit claim a portion of the property to us for the lot up by Skyline Gardens. That process is still happening and once it's done, we can plat it. We'd like to do a request for proposal for an affordable housing project. Olivo asked about the tiny home project. Klecker said that could be a request for a lot he was just talking about. He said the goal is just to get more affordable housing.

Old Business: Madkour said we are at 106 total as of March, which includes the port-outs and current HCV clients in Steele County. The Mainstream Voucher is at 32 of 40. There are three out looking, two of who we did an orientation for on Friday. There are four people looking for HCV. A few people have come

off Bridges and we're down to a total 35. He will be reopening that a little bit. There are two Modern Air clients and one of them will be porting out.

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 February totaled 100. Total year to date assistance and administration costs were \$81,284.63 and revenues were \$76,448.89. The Housing Choice Voucher Program fund balance at February month end is \$164,767.01. The HRA Revenues year to date total is \$90,113.00 and the expenses total \$79,334.01. The HRA General Fund balance is \$637,818.05.

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

New Business: Olivo said we don't currently have a secretary. She asked if staff would send out an email with the duties of the secretary and say it will be discussed at a future meeting. Currently she is Chair, and John Hole is Vice Chair. They will look at all positions for elections.

Other: Klecker gave an update on the Housing Trust Fund. It is in place and operational. There is an advisory board in place and Klecker is on the board. The first meeting was last week. MN Prairie is the administrator and Steele County is the fiscal agent. We do have \$50,000 that we approved to go toward the fund, directed just at the City of Owatonna. That was set aside from last year's budget. We can go ahead and transfer those \$50,000 to them. They had the first meeting. It's pretty wide open as far as what to use the dollars for. They talked about creating new housing and a downpayment assistance program. New housing gets expensive, so they talked about making market rate housing more affordable. That would be through income-based downpayment assistance.

Adjournment: There being no further business, a motion to adjourn was made by Hole and seconded by Fiske. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:44 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on APRIL 22, 2024

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:02 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 Community Development Director Troy Klecker, Housing Manager Ghassan Madkour and Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Dotson and seconded by Schultz to approve the minutes of the March 25, 2024, HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Troy Klecker said one of the West Lake Meadows buildings is done and they are moving along great. Seven of the 69 units for the Ascend project are already leased. Of the seven, three are homeowners from Owatonna who will be selling their house to move in, which is exactly what we want to see. He gave an update on the Hillcrest Apartment project. Almost all of the tenants are moved out and everyone else has a plan. Council approved applying for a grant through MN Finance Agency and we'll know in May or June. We will be pursuing TIF for that project. There will be 73 units, of which 20 will be affordable. We're also working on Eastgate 2, which wouldn't be constructed until 2026, if credits are awarded. The application will be submitted in June and we will know in December. The Cashman lot is ready to plat because all of the title work has been figured out. We're talking about an Request for Proposal for an affordable housing project. There may be some discussion at the next HRA meeting. United Way affordable housing task force put together an action plan, and that will give us points in the application process. Fiske asked how many bedrooms the Hillcrest Apartments will have. Klecker said they will be one and two bedrooms. Madkour said that the majority of his clients are single households.

Old Business: Madkour said that they have to move to a more extensive audit. He said he's not sure when Mary Reedy will come to present since the May meeting is Memorial Day. He said five people with vouchers are shopping right now. He has to be careful how many vouchers he fills because he needs to have vouchers available for Eastgate 2. He said they're doing great on Bridges and have reopened the referral. There are seven people shopping and they'll be meeting with another seven tomorrow. He said the new person we hired will be training to handle the Homeownership Program, or something else.

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 March totaled 109. Total year to date assistance and administration costs were \$242,434.91 and revenues were \$231,513.42. The Housing Choice Voucher Program fund balance at March month end is \$191,750.14. The HRA Revenues year to date total is \$135,612.79 and the expenses total \$120,365.37. The HRA General Fund balance is \$674,123.01.

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

New Business: Madkour said there are a couple things added to the packet. During the audit it came to their attention that this had been done in the past. When they do new payment standards and utilities, it needs to come to a vote. Madkour explained payment standards. HUD comes out with fair market rents, and they are allowed to use 90-110% of that as the payment standard. If your payment standard is \$895 and your rent is \$900, you are responsible for the \$5 as well as your 30% of the payment standard. He said he's been doing 110%. For the new clients, it's a win, but the old clients might take a hit. We cannot control rents. He explained that the head of household plus a partner get one bedroom and dependent bedrooms are gender based. He said the living room is also a bedroom for HUD as long as it has egress. He tells people to check with the fire codes, too. These are 110% of the fair market rents that came out in

October. A motion was made by Schultz and seconded by Fiske to approve the Payment Standards. All Commissioners voting Aye, the motion carried.

Madkour explained the utility allowances. HUD wants to help the clients if there is a utility that they're responsible for in a unit. We use the same allowance for everyone for fairness in housing. Apartments and townhome information is gathered together. The individual single family and mobile homes are separate. If their calculated portion is \$400 for rent, and their utilities add up to \$100, we take the \$100 off the \$400 and they're only paying \$300 toward the rent and we're paying that \$100. This is to ease the utility burden. A motion was made by Dotson and seconded by Schultz to approve the Utility Allowance. All Commissioners voting Aye, the motion carried.

Other: Madkour said the next meeting is May 27, which is Memorial Day. Usually Mary Reedy comes in in May to do her presentation, but she won't have an issue coming in June. The Commissioners decided to cancel the May meeting.

Olivo asked how the board feels about elections for Secretary, or would they want to do that in June. A motion was made by Dotson and seconded by Schultz to nominate Julie Fiske as Secretary. All Commissioners voting Aye, the motion carried.

A motion was made by Schultz and seconded by Fiske to cancel the May 27 meeting. All Commissioners voting Aye, the motion carried.

Adjournment: There being no further business, a motion to adjourn was made by Dotson and seconded by Fiske. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:46 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

OWATONNA PLANNING COMMISSION MINUTES FOR APRIL 9, 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 March Meier, Kelly Rooks, John Eickhoff, and Nick Peake. Commissioners Rachel Springer-Gasner, Mark Wilson, and Dave Effertz were absent. Community Development Manager Greg Kruschke, Planning Specialist Ashley Zidon, and Administrative Technician Kristen Kopp were also present.

A motion was made by Meier and seconded by Peake to approve the minutes of the regular meeting of March 12, 2024. All Commissioners voting Aye, the motion carried.

Community Development Manager Kruschke said that Stantec will be here at the April 23 meeting with an update on the Comprehensive Plan. We will not have any public hearings that night. It will be going to City Council on May 7 and there is an open house at OPU on May 16.

Final 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.) He said the annexation has been approved by the State of Minnesota. A motion was made by Peake and seconded by Meier to recommend City Council approval of the final plat of Marthaler Addition with the following conditions:

- 1) The final plat shall be approved within one year of the date of approval of the preliminary plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The developers shall enter into a development agreement with the City prior to recording of the final plat.
- 4) 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.
- 5) Fire hydrants shall be installed every 400' along State Avenue NW.
- 6) All plantings shall occur on the private property, outside of any drainage or utility easements.
- 7) 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.
- 8) All comments of the City Engineer's memo shall be met.
- 9) The shared driveway easement shall be recorded with the final plat.
- 10) A revised preliminary plat drawing shall be submitted to the City prior to recording of the final plat addressing the items in the City Engineer's memo.

All Commissioners voting Aye, the motion carried.

Community Development Manager Kruschke provided updates on previous items.

Community Development Manager Kruschke provided the March Building Reports. The valuation and total number of permits are ahead of 2023 so far.

A motion was made by Meier to adjourn was seconded by Peake at 5:35 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

OWATONNA PLANNING COMMISSION MINUTES FOR APRIL 23, 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, Mark Wilson, Nick Peake, and David Effertz. Commissioner Mark Meier was absent. Community Development Manager Greg Kruschke, Planning Specialist Ashley Zidon, and Administrative Technician Kristen Kopp were also present.

Kruschke said they've been working diligently drafting the Comprehensive Plan. He gave the example of Southpoint apartments, as that was controversial. The Land Use Plan was the backbone of approvals for that request. Kruschke introduced Phil Carlson and said he has prepared a presentation of the draft plan.

Phil Carlson of Stantec presented the review draft of the 2050 Comprehensive Plan. He reviewed the highlights of the plan. He said the plan is the high level guide with enough detail to tell the story. It gets filled in with the Zoning Ordinance and other plans. It's sort of a menu of ideas. He said they are now in the phase where they are preparing the plan elements and later this year will refine that with Planning Commission and City Council. The vision: (copy from PowerPoint) The values: One of the key elements is land use and housing. They are trying to introduce more places you can do that. There has been a focus on building apartments, but there is a missing middle—so a range of housing is important. Form-based zoning, what it looks like, the shape and size, is as important as the use. They want to recognize the different commercial categories in the city. Owatonna is a growing community. There is a robust and diverse economy. A good part of that is the downtown. Owatonna was centered on a downtown and is very lucky. A lot of cities are trying to create that. He highlighted the land use goals: explore developing a regional destination community center and improve housing opportunities and neighborhoods in Owatonna, supporting economic development. He spoke about the idea of mixed use. He explained Walk Score. They've identified four areas for possible mixed use development. Eickhoff asked how much would the town need to grow to handle these areas. Phil said that it's more than enough to handle the growth. Eickhoff asked how to prioritize it. Phil said there is the marketplace. If they're not on the map, developers and builders will have to figure out what to do. If you identify an area that has mixed use... With this in the plan and if the economy is still decent, you could expect one or two to start in the next few years. You're laying the framework. Kruschke said that it is meant to be aspirational, too. Carlson said this is a plan, not a project. Springer-Gasner asked if there were other model cities we could direct people to think about. Carlson said there are many. Once that comes to mind is Arbor Lakes in Maple Grove. Kruschke said what they heard in public engagement is that people want to walk. Carlson said the reason they show those circles is that people who walk, they have to make economic sense. There has to be a certain density within that area. It can be density in a way that the community approves of. He highlighted the node near the high school. Eickhoff asked how to address the intersection by the high school so that we're not dealing with accidents. Kruschke said they've been battling that speed limit with Mn/DOT and they say we need three to four years of traffic counts. The railroad could pose a significant problem there and we are trying to address it. Carlson said the fourth node is near the industrial park. Building on Westlake Meadows is an opportunity. These are conceptual, but if it's in the plan as something to work toward, you can start to see something. He talked about density. Medium density could be townhomes. He said they focused on the downtown. It is the center of the cultural and economic life. The plan will build on the plan from 2019. There are five areas that they want to focus on. The Bridge Street corridor. It is one of the main entry points to the city. He asked the Commissioners their thoughts. Eickhoff said that it was surprising this wasn't a current node. Kruschke said it's easy to put a plan together where there isn't development yet. These next four or five are into more redevelopment. For instance, Caribou wanted to come in a few years ago. They bought a house and we had to rezone it. The school district offices are moving in June. How do we look at

these things? The area in front of Target is identified as industrial. This is where we talk about what we want this to look like in 20 years. Peake said you have a big commercial area downtown connecting to this. He said connecting with more commercial makes sense to him. Springer-Gasner asked if they can combine industrial with commercial. Carlson said that is possible. Mixed use in a different direction. Kruschke said they need to talk about that school site. Bridge Street is the busiest street in the city. They should look at some more commercial in that area. Being a little visionary isn't always the easiest thing. Carlson said Focus Area B is along Hoffman Drive. Eickhoff said the trains should play a part in the plan. Carlson said Focus Area C is Cedar Avenue North. This is a transitional area and also fronts the river. Kruschke said the majority of this area is zoned heavy industrial. How do we transition this area into more usable areas while still recognizing our history and uses that will probably be there a while. There could be a new transitional zoning district for this area. Peake said there could be another commercial-industrial use here, too. Effertz said he likes that downtown is feeding into it. Kruschke said it is different, though. It doesn't have the downtown Main Street feel, but more of the old industrial feel. Carlson said Focus Area D is Cedar Avenue South across from Federated. Eickhoff said it strikes him as an area where mixed-use would make sense. Kruschke said it is unique. It is essentially Owatonna's entertainment district. There is a lot of activity throughout the year. Zidon said think about the experience as a pedestrian or cyclist... Would you enjoy this area now, versus what it could be? Eickhoff said it's right off Highway 14, too, and close to the high school. Carlson said the other area they want to highlight is the Pillsbury campus and the former high school. He asked what their thoughts would be? Effertz asked if this would be on the list for the new community center. Kruschke said that it will be talked about. One of the things is to have an institutional designation. Pillsbury has property. We have to do some sort of designation on this old high school site. They are open for suggestions. Wilson asked if they have a current plan. Kruschke said that the school district is putting the district offices in the old C building and using Ag building for district maintenance. Everything else is going green. The track and field are staying. Carlson said today it's zoned single family. He said there is a whole parks and trails chapter, which incorporates the recent Parks and Trails Plan. We heard that parks are very important and we want to continue that. Rooks asked if the Parks and Trails Plan talks about the old high school site. Carlson said that a few ideas have come out in the Parks plan. Healthy living is a trend that will continue. He talked about economic development. Young people are a key driver. Parks and trails, housing should all be a part of the business plan. He highlighted Sustainability and Resilience. The discussion comes back to the five focus areas.

Rooks said she likes the fact that they're making the former high school site green. It has the elements of what would make a good park, and maybe part could be mixed use. Kruschke said by planning this, it doesn't say that it can't change and the plan can't be fluid. The institutional might be a copout, but he said communitywide he doesn't know if the community is ready to make a decision. There is a lot of emotion still tied to this site. It would be easier to have a discussion a couple years down the road. By doing institutional, we're saying this is the school district site. Carlson said they can said this area warrants future study. Rooks agreed that there is still a lot of emotion tied to the site. Effertz said geographically it's a hard place. Kruschke said we don't know what the school district is willing to part with. It will take some time. Peake agreed that keeping it institutional says it's still public land.

Bridge Street. Rooks said she likes where you have the commercial corridor between the downtown to the interstate. That's what people see when they come to town and if we extend the commercial corridor east, we can get people downtown. Peake said not just commercial but mixed use. Peake said the north side of Bridge is commercial near the park. Zidon said it has a nice neighborhood feeling and feels different than closer to the interstate. Peake said on the north side there are also some historic houses. Rooks said that Bridge Street is what sold her on Owatonna when she came to interview. You still want to get that feel. Mixed use might be the happy medium. If we do mixed use through the district offices. On the north side,

expand that as a regular commercial area to state ave, or mixed use. From what he's hearing, State Avenue is a break point for that. Kruschke said a mixed use building with a salon and restaurants, an accountant. Kruschke asked what if the area in front of Target was all commercial. Commercial is Target, Walmart, Caribou, McDonalds, and industrial is warehouses, manufacturing, distribution... Springer-Gasner said she feels commercial will bring the most opportunities. Rooks said it started when Target and Fleet Farm in and we could continue it to 24th. Carlson said we wouldn't fill these up in 25 years, but we can't predict what's going to happen, but we're pointing in the direction we want to go. Kruschke said we do look at these land uses and we can plan into the future. It gives developers something.

Area B. Cemstone, Hoffman Drive. Kruschke said we do allow high density residential in a commercial area. Rooks said you have the grocery store and residential to the south. Peake said you have to think about the floodplain. Kruschke said the Cemstone piece isn't in the floodplain, just the area along Hoffman Drive. Rooks said she votes commercial with high density residential. Eickhoff said commercial makes more sense.

D. Commercial. Kruschke said. They could look at mixed use.

Kruschke asked for thoughts on the nodes and this concept.

Commissioners spoke about the node on the north side. Kruschke said they're shoing a neighborhood park and mixed use and .

There was some discussion on the node around the high school.

Carlson thanked the Commissioners for the comments they had. He said if you have other ideas, let us know. Get them to Greg and Ashley. As important—is there anything we've really messed up? We want to know about that, too. This will go to Council on May 7 and a community open house on May 16. Kruschke said to please note process wise, by statute the Planning Commission is required to hold a public hearing. At the end of the day, the Commission will have to recommend approval of this to City Council. It is a very formal process.

A motion was made by ... and seconded by .. to. approve the minutes of the regular meeting of April 9, 2024. All Commissioners voting Aye, the motion carried.

Community Development Manager Kruschke provided updates on previous items. City Council approved the plats of Marthaler Addition and are moving forward. The next meeting is May 14 and will have a number of public harings.

Community Development Manager Kruschke provided the March Building Reports. The valuation and total number of permits are ahead of 2023 so far.

A motion was made by ... to adjourn was seconded by Peake at 5:35 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager



CITY OF
OWATONNA

Department Reports

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2023 AND 2024															Ken Beck, Building Official		
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL			
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE		
Jan '23	0	0	5	16,600	8	443,880	7	5,117,850	66	494,614	0	0	0	86	6,072,944		
Jan '24	0	0	2	6,500	33	7,806,205		** see below	95	763,150	0	0	0	130	8,575,855		
Feb '23	0	0	8	24,850	22	1,113,838.30	11	25,861,730.75	136	834,982.70	0	0	0	177	27,835,401.75		
Feb '24	2	700,000	4	7,500	52	8,218,972.00			198	1,725,152.62	0	0	0	256	10,651,624.62		
Mar '23	1	200,000	17	44,100	42	2,497,648	20	26,251,710	243	\$ 7,323,261.26	0	0	0	323	\$ 36,316,719.26		
Mar '24	3	940,000	5	8,250	75	10,847,903			289	\$ 2,612,593.78				372	\$ 14,408,746.78		
Apr '23	4	1,968,586	26	96,900	74	31,047,283		**see below	329	8,699,343.89	0	0	1	434	41,812,112.89		
Apr '24	3	940,000	19	81,750	107	44,321,109			446	\$ 3,981,714.59	0	0	0	575	\$49,324,573.59		
May '23	4	1,968,586	37	132,400	94	36,206,219.51		**see below	463	11,204,959.76			1	599	49,512,165.27		
May '24																	
Jun '23	4	1,968,586	52	189,068.67	113	45,164,773.51		**see below	594	12,314,075.39	0	0	8	771	59,636,503.57		
Jun '24																	
Jul '23	5	2,168,586	69	242,168.67	132	46,905,945.51			714	13,185,484.99	2	400,000	8	930	62,902,185.17		
Jul '24																	
Aug '23	6	2,568,586	75	257,168.67	162	51,045,367.26			847	14,208,880.97	4	12,400,000	9	1,103	80,480,004		
Aug '24																	
Sep '23	9	3,587,126	83	333,668.67	197	64,081,192.67			990	15,576,116.82	4	12,400,000	9	1,292	95,978,104.16		
Sep '24																	
Oct '23	16	6,739,916	94	382,984.89	217	66,611,382.67			1,153	17,005,042.02	4	12,400,000	10	1,494	103,139,325.55		
Oct '24																	
Nov '23	21	8,119,916	101	424,984.89	235	69,172,169.67			1,281	17,958,715.07	4	12,400,000	13	1,655	108,075,785.63		
Nov '24																	
Dec '23	21	8,119,916	106	430,584.89	252	71,144,770.64			1,365	18,435,507.88	4	12,400,000	13	1,761	110,530,779.41		
Dec '24																	

**Starting April 2023, Commerical and Industrial are combined

Owatonna Building Inspection Department Comparison Report- Construction to Date 2023/2024

Construction Report for Permits Issued through April, 2024

TYPE OF WORK	2023 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	4	1,968,586	0	3	940,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	26	96,900.00		19	81,750.00	
COMMERCIAL AND INDUSTRIAL PERMITS	74	31,047,283.00		107	44,321,109.00	
RESIDENTIAL ADD. & ALT.	329	8,699,343.89		446	3,981,714.59	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	0	0	0	0	0	0
DEMOLITION PERMITS	1	0		0	0	
TOTAL PERMITS ISSUED	434	41,812,113	0	575	49,324,574	0



CITY OF
OWATONNA

Licenses Permits



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Target

Purpose:

Standard retail fireworks license for Target for 2024.

Background:

This is a standard retail fireworks license application for Target for 2024.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$100.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Target Retail Fireworks Packet 2024



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Michael Johnson
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant TARGET 1068

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 301 Park Drive Owatonna MN 55060

Phone Number 507-451-1882 Hours of operation 8AM-10PM

Street Address of premises to be licensed 301 Park Drive Owatonna, MN

Zoning District of licensed premises B-2

Are all real estate and personal property taxes that are due and payable for the premises paid? ☒ YES ☐ NO

Does applicant own the business premises? ☒ YES ☐ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities _____

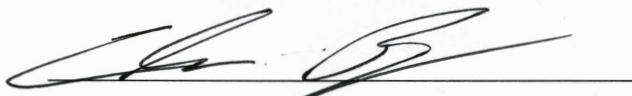
Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises Chris Page

Address _____

Phone Number 507-514-7672

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.


Signature of Applicant

4/19/24
Date

CERTIFICATION OF COMPLIANCE
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. the information required is the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance company Name: Everest Indemnity Ins Co.
(**NOT** the insurance agent)

Policy Number: SI 8GL 00 242-231

Dates of Coverage: 11/1/23 to 11/1/24

(Or)

I am not required to have workers' compensation liability coverage because:

() I have no employees

() I am self insured (include permit to self-insure)

() I have no employees who are covered by the workers' compensation law (these include Spouse, Parents, Children, and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Chris Page
(last, first, middle)

Doing Business As: Target
(business name if different than your name)

Business Address: 301 Park Drive

City, State, Zip: Owatonna, MN 55060 Phone: (507) 451-1882

Signature: [Signature] Date: 4/19/24

TNT® FIREWORKS

Site Plan Worksheet

ADDRESS 301 Park Drive

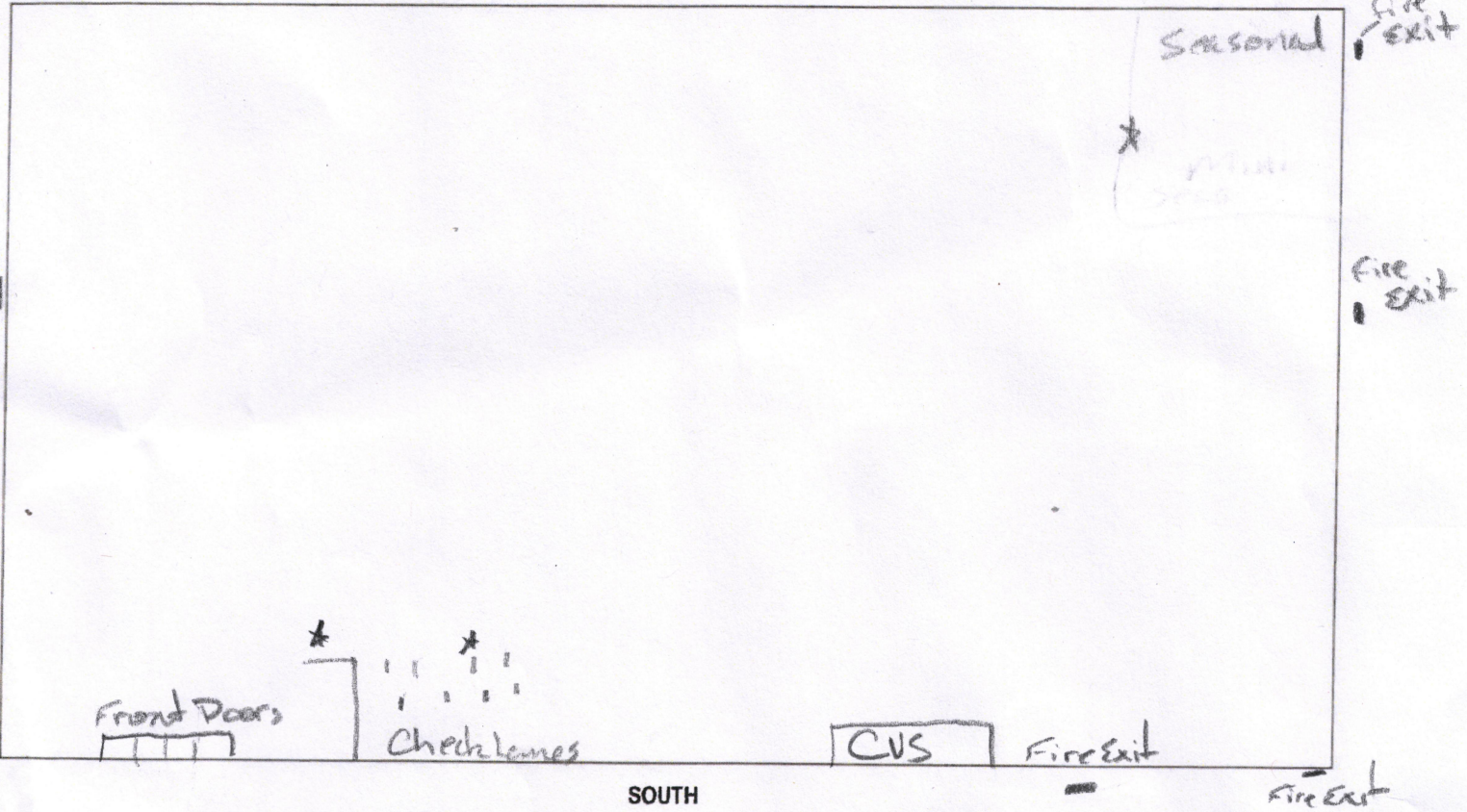
CITY Duluth STATE MN ZIP 55806 PHONE 507-451-1882

STORE NAME / LOCATION # Target T1068

TYPE OF EVENT: In-store sales of state-approved fireworks

NORTH

Fire Exit



SPECIAL INSTRUCTIONS Fireworks will be located at front of store near
Checklanes as well as the seasonal department.

*=Fireworks

SIGNATURE

[Signature]

STORE MANAGER / TNT® Representative

DATE

9/19/24

Wholesale Distributor
OC TNT FIREWORKS

Projected Order

TNT00C
NEWTON

Account No Date Location

J2

1410006 3/5/2024 TAR1068

Sold To: TARGET - CORPORATE 00001
PO BOX 1296
MINNEAPOLIS MN 55440

Ship To: TARGET 1068
301 PARK DRIVE NW
OWATONNA MN 55060

Item No	Description	Qty Cases	Total Weight
***** ASSORTMENTS *****			
102853	MEGA STORM SS BOX J24	1	45.80 LBS
102854	THUNDERBOLT SS J24	2	40.00 LBS
102855	STORM SURGE SS BOX J24	2	61.60 LBS
***** BASE FOUNTAINS *****			
201371	3 PAK FOUNTAIN J19	1	25.00 LBS
201566A	GAME MODE PDQ J22	1	16.00 LBS
***** NOVELTIES *****			
320676	2 PAK SNAP 4 PDQS J19	2	36.00 LBS
***** SMOKE *****			
351052	SMOKE BALLS BOX OF 8 J12	1	15.65 LBS
***** SPARKLERS *****			
380322	#8 SPARKLERS ASST 2 PDQS J19	2	38.00 LBS

TOTAL CASES 12

TOTAL WEIGHT OF FIREWORKS 188.40 LBS

TOTAL WEIGHT OF NOVELTIES 89.65 LBS

TOTAL NEC 47.10 LBS



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Lowe's

Purpose:

Standard retail fireworks license for Lowe's for 2024.

Background:

This is a standard retail fireworks license application for Lowe's for 2024.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$100.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Lowe's Retail Fireworks License Packet



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Michael Johnson
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant LOWES HOME IMPROVEMENT 2518

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 1280 21st Avenue NW

Phone Number (507) 446-4900 Hours of operation M-F 6am-9pm Sun 8am-8pm

Street Address of premises to be licensed 1280 21st Ave NW

Zoning District of licensed premises B-2

Are all real estate and personal property taxes that are due and payable for the premises paid? ☒ YES ☐ NO

Does applicant own the business premises? ☒ YES ☐ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities _____

Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises Timothy Michael Ward

Address 1280 21st Ave NW Owatonna, MN 55060

Phone Number 507-446-4900

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.

[Signature]
Signature of Applicant

4/30/24
Date

Display in
store

CERTIFICATION OF COMPLIANCE
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. the information required is the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance company Name: LM Insurance Company
(**NOT** the insurance agent)

Policy Number: WC 5651294595024

Dates of Coverage: 4/1/2024 to 4/1/2025

(Or)

I am not required to have workers' compensation liability coverage because:

() I have no employees

() I am self insured (include permit to self-insure)

() I have no employees who are covered by the workers' compensation law (these include Spouse, Parents, Children, and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Garrett, Sheryl L.
(last, first, middle)

Doing Business As: Lowe's Home Centers, LLC
(business name if different than your name)

Business Address: 1000 Lowes Blvd

City, State, Zip: Mooresville, NC 28117 Phone: (704) 758-2751

Signature: Sheryl Garrett Date: 3/29/24

Wholesale Distributor
OC TNT FIREWORKS

Projected Order

TNT00C
NEWTON

Account No Date Location

3210514 3/5/2024 LHI2518

Sold To: LOWES HOME IMPROVMENT -GP
100 LOWE'S BLVD
MERESVILLE NC 28117

Ship To: LOWES HOME IMPROVEMENT 2518
1280 21ST AVENUE NW
OWATONNA MN 55060

Item No	Description	Qty Cases	Total Weight
***** NOVELTIES *****			
320680A	FDP 4 PAK SNAP 80 J21	1	21.00 LBS
***** SPARKLERS *****			
380398	FDP #8 SPARKLER ASST(110) J22	1	28.11 LBS
***** COUNTER CASES *****			
674442	DSP LOWES FULL SS J24 NR	1	
200722	SUPER VALUE PACK REV J09		18.00 LBS
351052	SMOKE BALLS BOX OF 8 J12		3.91 LBS
730644E	SIGN NFPA SM FRWKS NO SMOKING		
290157A	GROUND BLOOM FLOWER 20 CT BOX		8.50 LBS
201250	TACO TUESDAY		12.00 LBS
320676	2 PAK SNAP 4 PDQS J19		9.00 LBS
201371	3 PAK FOUNTAIN J19		30.00 LBS
230032A	RAINBOW STIX J22		5.29 LBS
201567	DISCO TURKEY PDQ J22		2.50 LBS
201571	MAD TROLLS J22		9.00 LBS
201566A	GAME MODE PDQ J22		5.33 LBS
102716	RAZZLE DAZZLER USA SS RR J22		57.25 LBS
102718	COLOR BLAST SS USA AG J22		36.00 LBS
102719	PATRIOT PACK TRAY SS USA J22		16.67 LBS
380393	#8 SPARKLERS ASST 2 PDQS J22		19.00 LBS
380395	#20 NEON SPARKLERS J22		28.00 LBS
102717A	PROUD EAGLE SS MD RR J23		43.12 LBS
230043	GLOW SABER 2PK J24		12.00 LBS
201624	DINO 2 PACK J24		4.04 LBS

TOTAL CASES 3

TOTAL WEIGHT OF FIREWORKS 259.70 LBS

TOTAL WEIGHT OF NOVELTIES 109.02 LBS

TOTAL NEC 64.93 LBS

TNT® FIREWORKS

Site Plan Worksheet

ADDRESS 1280 21st Avenue NW

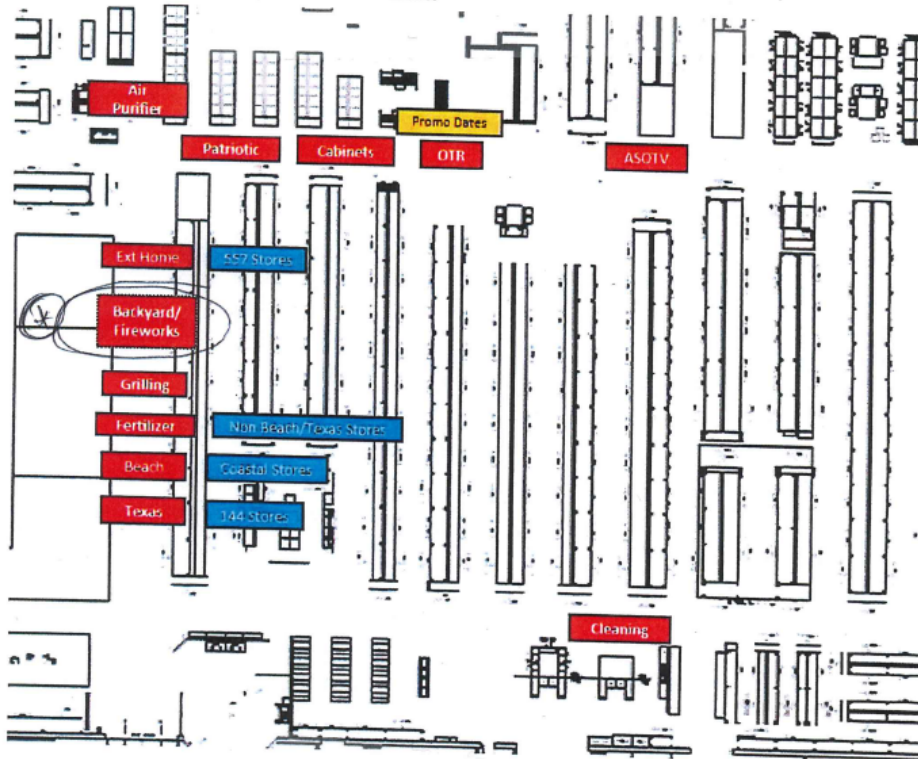
CITY Owatonna STATE MN ZIP 55060 PHONE 507-446-4900

STORE NAME / LOCATION # Lowe's Home Centers, LLC #2518

TYPE OF EVENT: In-store sales of state-approved fireworks

NORTH

NORTH



SOUTH

SPECIAL INSTURCTIONS

SIGNATURE

[Handwritten Signature]

STORE MANAGER / TNT® Representative

DATE

4/30/24



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Hy-Vee Tent

Purpose:

Standard retail fireworks license for a tent in the parking lot of Hy-Vee for 2024.

Background:

This is a standard retail fireworks license application for a tent in the parking lot of Hy-Vee for 2024.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$350.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Hy-Vee Tent Retail Fireworks License Packet

FW-24-4**Retail Fireworks License**

Status: Active

Submitted On: 4/8/2024

Primary Location

1620 CEDAR AVE S

Owatonna, 55060

Owner

LHV OWATONNA LLC C/O

HY-VEE INC

ATTN RE DEPARTMENT

Applicant Jesse Brockway 507-210-9485

@ nuketownmn@outlook.com

 18500 400th St
Le Center, Minnesota
56057

Applicant**First Name***

Jesse

Last Name*

Brockway

Applicant is:*

Business Association or Organization

Business Name

NUKETOWN FIREWORKS

Mailing Address*

18500 400th St

City, State, Zip Code*

LeCenter, MN, 56057

Phone Number*

5072109485

E-Mail Address*

NUKETOWNMN@OUTLOOK.COM

Location Information**Location Name***Owatonna HY-VEE/NUKETOWN
Fireworks Tent**Street Address***

1620 S Cedar Ave, Owatonna MN, 55060

Phone Number*

(507) 451-0138

Hours of Operation*

12p-8p

Zoning District

B-2

Property Taxes ?

Yes

Ownership ?

No

Description of On-Site Management and Parking Facilities

A 20x30 Tent will be set on the north end of the parking lot. Minnesota legal fireworks will be sold to individuals of the age 18 and older, operated by NUKETOWN Staff 18 and older.

Display & Storage Information

Location of Sales*

Tent/Temporary Outdoor Structure

Amount on Display (in pounds)* ?

50

Location of Storage*

Storage Container (Outdoors)

Amount of Storage (in pounds)* ?

750

Approximate Start Date of Sales*

06/22/2024

Location Management

Full Name* ?

Jesse Brockway

Position / Title*

Manager

Mailing Address ?

City, State, Zip Code

Phone Number*

507-210-9485

E-Mail Address*

NUKETOWNMN@OUTLOOK.COM

Workers' Compensation Insurance Information

Select ONE of the following:

I have a workers' compensation insurance policy.

☐

I am self-insured for workers' compensation.

☐

I am not required to have workers' compensation insurance.

☒

Reason why you are not required to have workers' compensation.*

I have no employees who are covered by the workers' compensation law (these include: spouse, parents, children, and certain farm employees)

Acknowledgement

I hereby certify that the information provided in this application is true and accurate to the best of my knowledge.

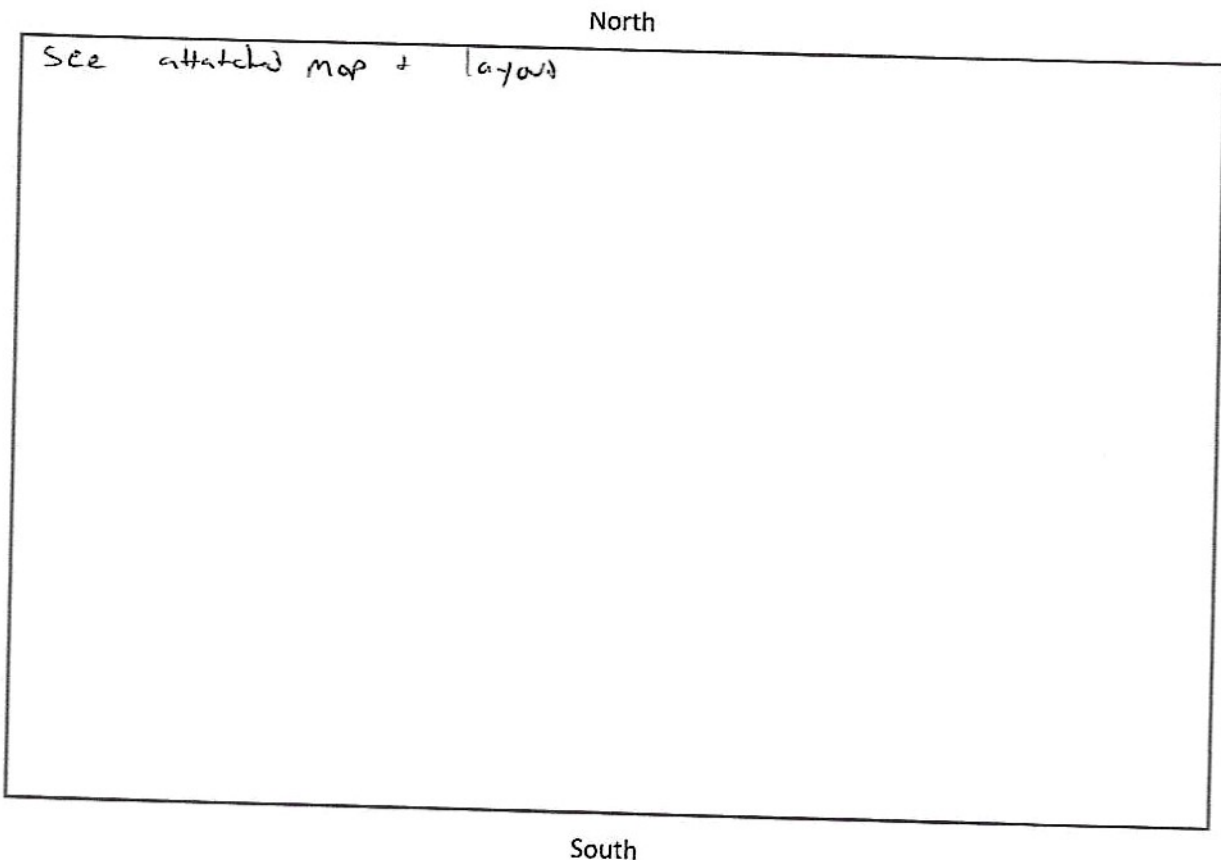
I have reviewed and understand the provisions of the City of Owatonna Fireworks Ordinance Chapter 111, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and the laws of the State of Minnesota.

Digital Signature*

✓ Jesse Brockway
Apr 8, 2024

Retail Sales of State-Approved Consumer Fireworks
Site Plan Worksheet

Location Name: Hyvee Owatonna NUKETOWN Fireworks tent
Street Address: 1620 S Cedar Ave
City, State, Zip Code: Owatonna, MN, 55060
Phone: 507-210-9485

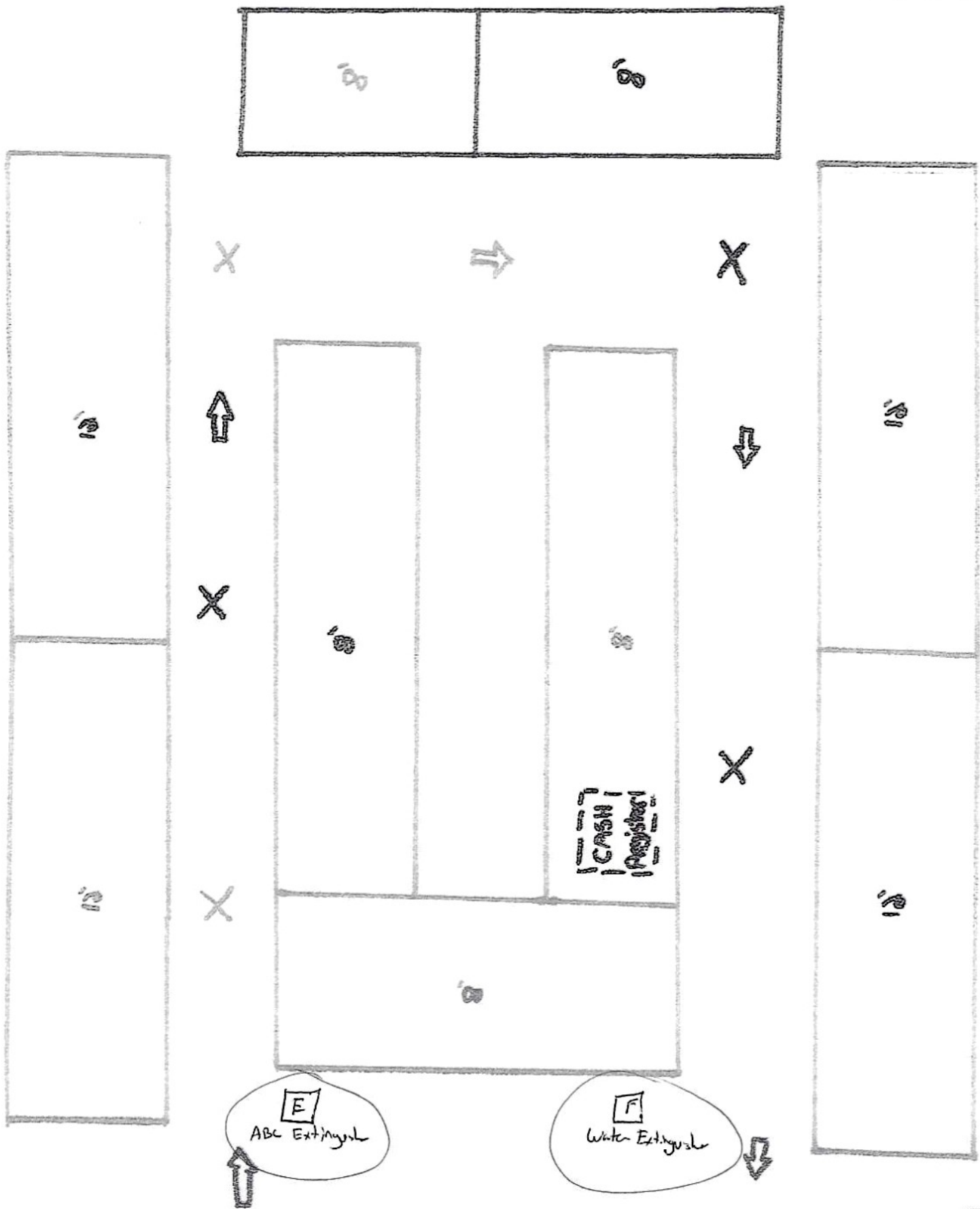


Special Instructions: In tent: Product will be stored on tables with proper fire break
under direct supervision of tent staff. All excess product will be locked inside
20 storage containers - on site behind tent.

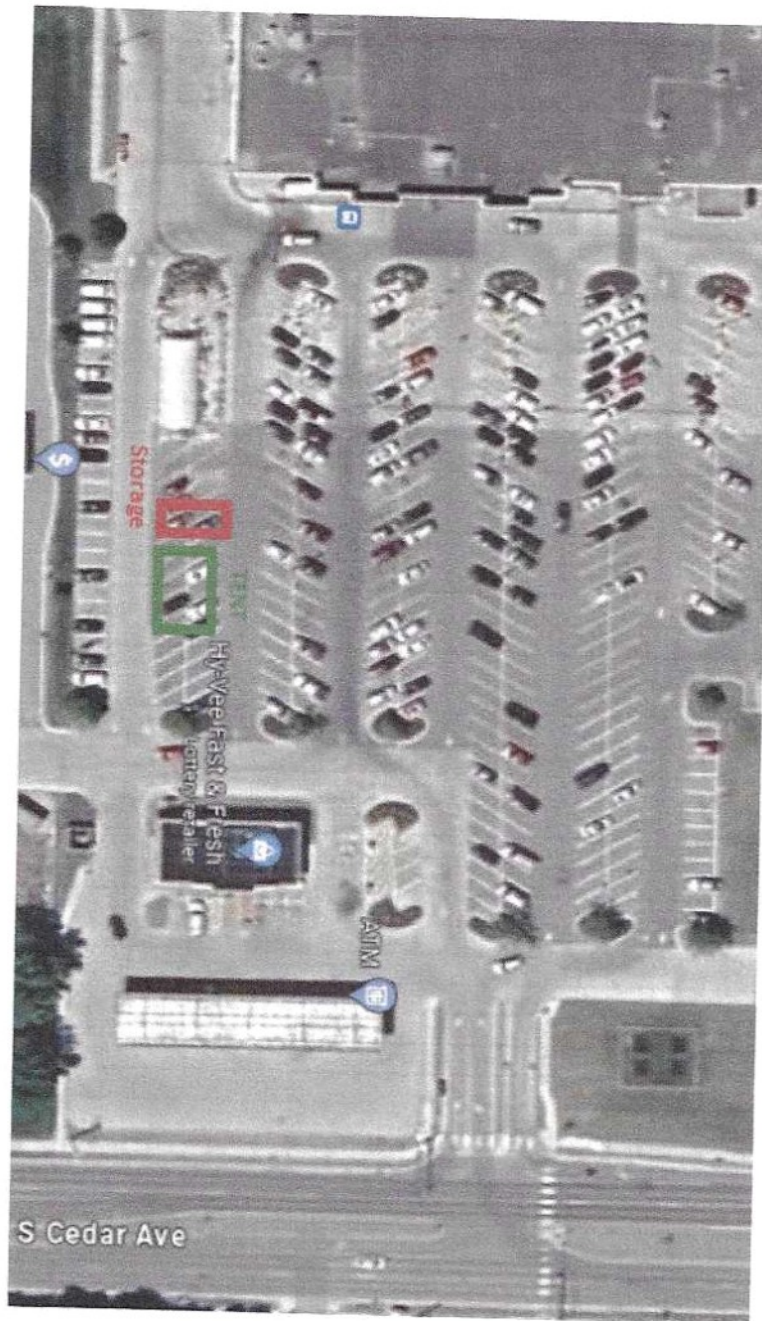
Signature of Applicant: _____

Date: _____

4/8/24



Tent Plan / Setup



Authorization for Firework Tent Sale

Date: 3/7/2024

To Whom It May Concern,

This letter serves as formal authorization for Nuketown Fireworks to conduct a firework tent sale in the parking lot of Hy-Vee located at 1620 S Cedar Ave, Owatonna, MN 55060. The details of the arrangement are outlined as follows:

Authorized Party: Nuketown Fireworks

Contact Person at Hy-Vee: Justin Lewer, Owatonna Store Manager

Event Details:

Nuketown Fireworks will bring in a 20x30 tent and a 20' storage container.

Set up will occur during the week of 6/16/2024.

The sale will operate from 6/22/2024 to 7/4/2024.

Takedown will be conducted from 7/5/2024 to 7/11/2024.

Lease Terms:

The lease terms for the use of the space will be 10% of sales generated during the event.

Payment Terms:

Final payment, constituting 10% of the total sales, will be made to Hy-Vee no later than 7/15/2024.

Responsibilities:

Nuketown Fireworks will be responsible for all aspects of operations, including permits, insurance, and liability coverage.



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Walmart

Purpose:

Standard retail fireworks license for Walmart for 2024.

Background:

This is a standard retail fireworks license application for Walmart for 2024.

Section 111.03. License Required.

No person shall keep for retail sale or wholesale distribution, sell at retail or wholesale, or otherwise supply or furnish as part of a commercial transaction any permitted consumer fireworks without first having obtained a current license hereunder, paid the required license fee and conspicuously posted the license on the licensed premises.

Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$100.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Walmart Retail Fireworks Packet 2024



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Michael Johnson
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant WALMART #982

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 1130 West Frontage Rd Owatonna, MN 55060

Phone Number 507-455-0049 Hours of operation _____

Street Address of premises to be licensed 1130 West Frontage Rd Owatonna, MN 55060

Zoning District of licensed premises B-2

Are all real estate and personal property taxes that are due and payable for the premises paid? ☒ YES ☐ NO

Does applicant own the business premises? ☒ YES ☐ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities _____

Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises Tabby DeLeeuw

Address 1130 W Frontage Rd Owatonna, MN 55060

Phone Number 507-455-0049

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.

Tabatham
Signature of Applicant

3-13-24
Date

TNT® FIREWORKS

Site Plan Worksheet

ADDRESS 1130 West Frontage Rd

CITY Owatonna STATE MN ZIP 55060 PHONE 507-455-0049

STORE NAME / LOCATION # Wal-Mart 982

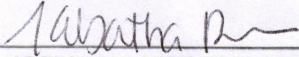
TYPE OF EVENT: In-store sales of state-approved fireworks

NORTH

See Attached

SOUTH

SPECIAL INSTRUCTIONS _____

SIGNATURE  DATE 3-13-24
STORE MANAGER / TNT® Representative

Modular Domestics
Modular Domestics

Beach

Fire ----->
Extingushier

20 Ft Fireworks

20 Ft Fireworks

Front of
Store
GM
Entrance
West Side

Fireworks

Fireworks

Fireworks

Ketchup	Ranch	BBQ Sauc	Bak Beans	Pickles	GV Buns
484	484	484	492	492	492

Fire----->
Extingushier

5	5	5	5	5

20 Ft Fire Works

Fire----->
Extingusher

20 Ft Fire Works

20 Ft Fire Works

Multiple locations if unable to put in orignal spot

CERTIFICATION OF COMPLIANCE
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. the information required is the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance company Name: Everest Indemnity Ins Co.
(NOT the insurance agent)

Policy Number: SI 8 GL 00 242-231

Dates of Coverage: 11/1/23 to 11/1/24

(Or)

I am not required to have workers' compensation liability coverage because:

() I have no employees

() I am self insured (include permit to self-insure)

() I have no employees who are covered by the workers' compensation law (these include Spouse, Parents, Children, and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Rosenbauer Richard Glen
(last, first, middle)

Doing Business As: Wal-Mart 982
(business name if different than your name)

Business Address: 1130 West Frontage Rd

City, State, Zip: Quatona, MN 55060 Phone: (508) 455-0049

Signature: Richard Rosenbauer Date: 3-14-24



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Retail Fireworks License - Walmart Tent

Purpose:

Standard retail fireworks license for a tent in the parking lot of Walmart for 2024.

Background:

This is a standard retail fireworks license application for a tent in the parking lot of Walmart for 2024.

Section 111.03. License Required.

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Section 111.04. License Fee; Term of License.

(A) The annual license fee shall be in the amount duly established by the Council from time to time. The license fee shall cover the administrative and enforcement costs, including the conduct of unannounced compliance checks, inspections by the Fire Chief, inspections by the Police Department or other city department, as well as sampling and testing of the merchandise to ascertain chemical content. Full payment of the required license fee shall accompany the application.

(E) The annual license expires December 31 of each year.

Budget Impact:

Revenue generated for the license is \$350.00.

Staff Recommendation:

Recommend approval of the retail fireworks license.

Attachments:

1. Walmart Tent Retail Fireworks License Packet



Owatonna Fire Department

107 West Main Street
Owatonna, Minnesota 55060-2913

Michael Johnson
Fire Chief
(507) 444-2454

FIREWORKS DEALER'S LICENSE APPLICATION

SECTION 420

1992 ORDINANCE CODE OF OWATONNA

Name of Applicant TNT FIREWORKS

Circle One: Natural person, Corporation, Partnership, Business Association, Organization

Address 4003 HELTON DRIVE, FLORENCE, AL 35630

Phone Number 256.764.6131 Hours of operation _____

Street Address of premises to be licensed WALMART PARKING LOT - 1130 W FRONTAGE RD

Zoning District of licensed premises B-2

Are all real estate and personal property taxes that are due and payable for the premises paid? ☒ YES ☐ NO

Does applicant own the business premises? ☐ YES ☒ NO If not, a true and correct copy of the current, executed lease and the written authorization of the property owner for the applicant's use of the property for the sale of permitted consumer fireworks is required.

Description of on-site management and parking facilities PARKING LOT

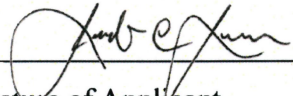
Submit detailed site plan illustrating and describing proposed sales and storage areas to be covered by this license.

Name of Person in Charge of Premises JACOB QUAM

Address 515 MCKNIGHT ROAD S, ST PAUL, MN 55119

Phone Number 612.263.4666

I have read the above mentioned Section 420, 1992 Ordinance Code of Owatonna and have knowledge of its terms and provisions, and I agree to obey all the terms, provisions and requirements of said ordinance and all other ordinances of the City of Owatonna and all the laws of the State of Minnesota.


Signature of Applicant

04.24.2024
Date

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number	Alternate telephone number
---	---------------------------	----------------------------

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

AMERICAN PROMOTIONAL EVENTS

DBA ("doing business as" or "also known as" an assumed name), if applicable

TNT FIREWORKS

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
4511 HELTON DRIVE	FLORENCE	AL	35630
County	Email address		
LAUDERDALE			

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

- ☒ I only use independent contractors and do not have employees. (See [Minn. Stat. § 176.043](#) for trucking and messenger courier industries; [Minn. Stat. § 181.723, subd. 4](#), for building construction; and [Minnesota Rules chapter 5224](#) for other industries.)
- ☐ I do not use independent contractors and have no employees. (See [Minn. Stat. § 176.011, subd. 9](#), for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See [Minn. Stat. § 176.041](#) for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name

LISA MCGEE

Applicant signature (required)	Title	Date
	Regional Administrative & Permi	02/14/2024

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY)

4/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10851

COVERAGES**CERTIFICATE NUMBER:** 12209692**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Additional Insured: FMN0006; Cornerstone Evangelical(TNT Customer) and property located at WM #982 Supercenter Parking 11130 W. Frontage Rd in Owatonna, MN 55060 Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION****12209692**Walmart Stores, Inc
702 SW 8th Street
Bentonville AR 72716

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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August 17, 2023

To Whom It May Concern,

American Promotional Events, Inc. dba TNT Fireworks is an approved National Supplier to conduct fireworks promotions on our Walmart parking lots where this type of promotion is legal. All stores have been researched and approved by the Walmart Realty Department. The approximate time frame for the promotions are:

- December 26th, 2023 through and including January 10th, 2024.
- June 12th, 2024 through and including July 12th, 2024 with the exception of Utah which has an additional selling period through the end of July for Pioneer Days.

American Promotional Events, Inc. dba TNT Fireworks is authorized to sign for and obtain all necessary permits and/or licenses for the promotion and must display such permits and/or licenses at each stand/tent. Walmart grants permission for all patrons of the sale to utilize the restroom facilities at each participating store.

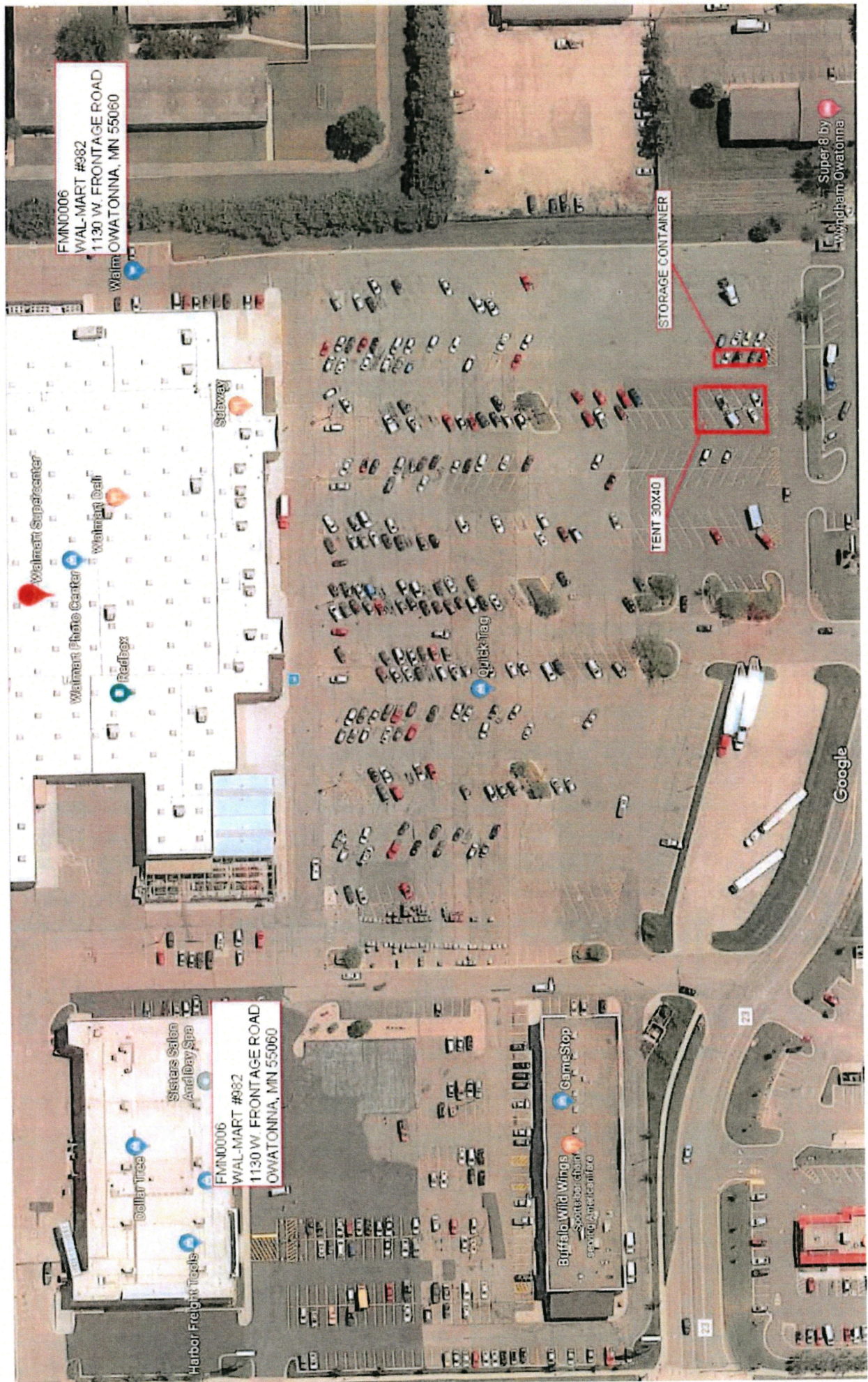
An American Promotional Events, Inc. dba TNT Fireworks representative will call you to introduce the company and discuss your participation in the event. Participation is encouraged and does add additional income to your other income account. Store Management must approve the store's participation and placement on the parking lot.

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-767-7142.

Best Regards,

DocuSigned by:

3CEEF3D9BFFA44F...
Pete Rosen
Manager II
Walmart Retail Services





STATEMENT OF PURPOSE

American Promotional Events dba TNT Fireworks is submitting for approval for the attached application.

Location address: 1130 W. FRONTAGE RD, OWATONNA, MN

The purpose is to sell Minnesota State approved fireworks in a temporary tent from, approximately. June 20th 2024 – July 5th 2024. The tent will be erected about three days prior to the sale and removed within two to five days of completion of the sale. The hours of operation will be from 8am – 10pm, or as dictated by local location ordinances.

There will be two fire extinguishers readily accessible. “No Smoking,” age limit signs, as well as “No Discharging Fireworks within 300ft” signs will be posted and enforced. There will be a minimum of two people onside at all times and the product will be secured 24/7 to ensure safety.

Lisa McGee

Regional Administrative & Permitting Coordinator

mcgeel@tntfireworks.com

AMERICAN PROMOTIONAL EVENTS, INC.
P.O. BOX 1318 • FLORENCE, AL 35631
(256) 764-6131
www.tntfireworks.com



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Ed Hoffman, Fire Chief
SUBJECT: Outdoor Public Fireworks Display - Steele County Agricultural Society - July 4, 2024

Purpose:

Seeking approval for a standard outdoor public fireworks permit for the display sponsored by the Steele County Agricultural Society. The display is planned for July 4, 2024, at Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna.

Background:

This is a standard outdoor public fireworks permit for the Steele County Agricultural Society for the 4th of July display. The pyrotechnic operator is Jeff Jahnke with J&M Displays, Inc., Fireworks Outdoor License Certificate #O0644.

Budget Impact:

No impact on the budget is expected.

Staff Recommendation:

Recommend approval of the outdoor public fireworks permit.

Attachments:

1. Steele Co Ag Society Fireworks Application

City of Owatonna
APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.

Name of Applicant (Sponsoring Organization): Steele County Agricultural Society

Address of Applicant: PO Box 650, Owatonna, MN 55060

Name of Applicant's Authorized Agent: J&M Displays, Inc.

Address of Agent: 9405 River Road SE, Clear Lake, MN 55319

Telephone Number of Agent: 320-300-4823 Date of Display: July 4, 2024 Time of Display: 10pm

Location of Display: Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna, MN 55060
Rain date of July 5, 2024

Manner and place of storage of fireworks prior to display:

None - delivery and usage of day of display

Type and number of fireworks to be discharged:

1.3 G product - up to 6" aerial shells, Multi-shot box items and large roman candles

**MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT
SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.**

Name of Supervising Operator: Jeff Jahnke Certificate No.: O 0644

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 10 million
(Suggested Amount: \$1.2 million minimum, \$1.5 million minimum beginning July 1, 2009.)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. Corey Jahnke, 33
3. Names and ages of all assistants that will be participating in the display. Nate Harris, 33

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent): Becky Hanson Date: 4-23-2024

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Denali Insurance Company	NAIC # 16044
	INSURER B: Axis Surplus Ins Company	26620
	INSURER C: Everest Indemnity Insurance Co.	10851
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1091439509 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY		SI8ML00060-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PROJECT ☐ LOC					
A	AUTOMOBILE LIABILITY		SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO					
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				
B	UMBRELLA LIAB	☒ OCCUR	P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		SI8EX01313-241	1/15/2024	1/15/2025	Each Occ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

FIREWORKS DISPLAY DATE: July 4, 2024

RAIN DATE: July 5, 2024

LOCATION OF EVENT: Steele County Fairgrounds, 1525 South Cedar Avenue, Owatonna, Minnesota

ADD'L INSURED: The City of Owatonna, Minnesota, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Early Edition Rotary Club of Owatonna (sponsor); Steele County Fairgrounds (venue); Steele County Free Fair (sponsor); Steele County Agricultural Society (sponsor)
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Steele County Agricultural Society PO Box 650 Owatonna MN 55060 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

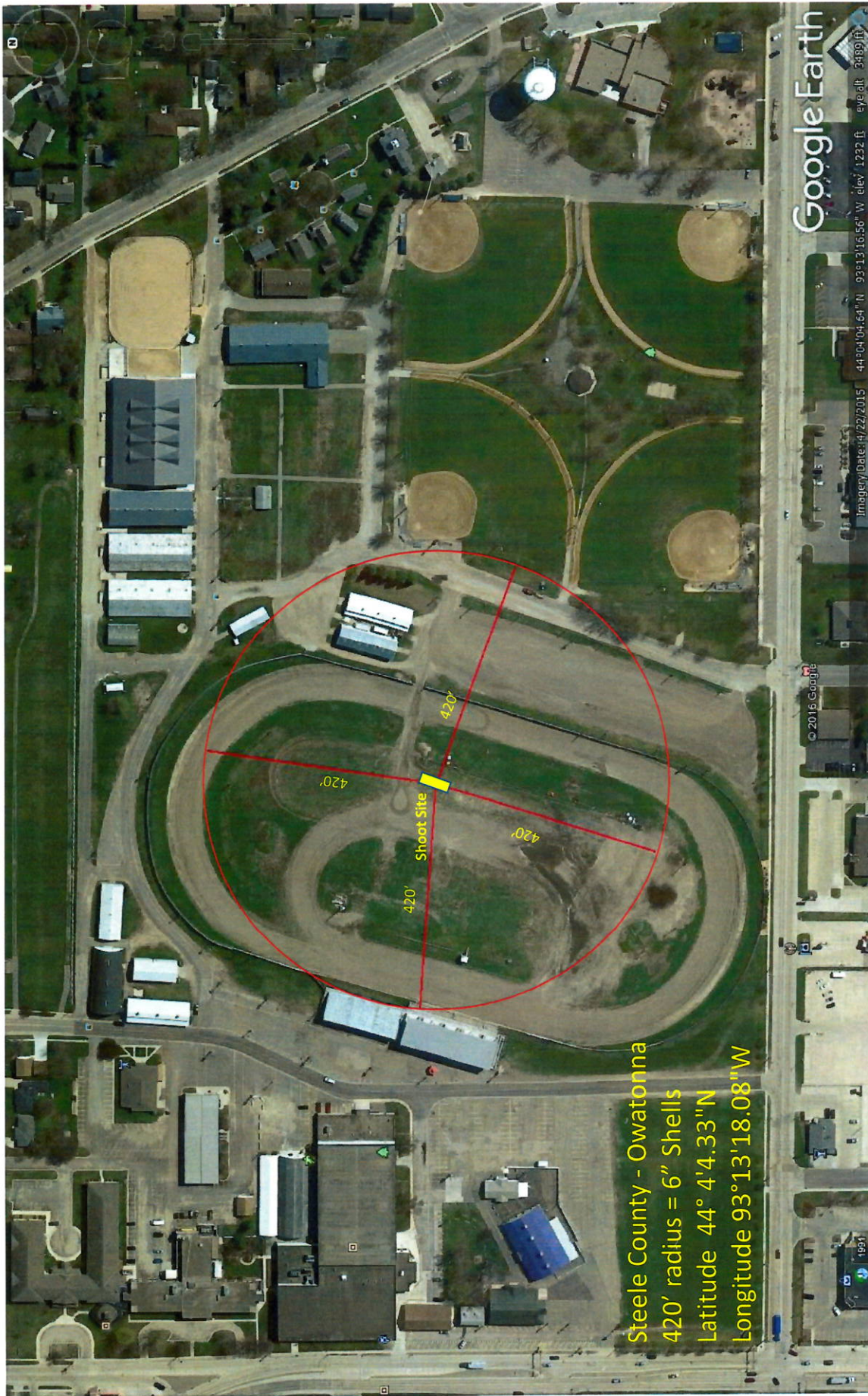
Page 1 of 1

AGENCY Acrisure, LLC dba Britton Gallagher & Associates		NAMED INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured status shall be on a primary and non-contributory basis.



MINNESOTA DEPARTMENT OF PUBLIC SAFETY

STATE FIRE MARSHAL



Fireworks Operator License Search By Name Results

Your search for jahnke resulted in 1 hits

Name	Certificate Type	Certificate #	Issue Date	Expiration Date	Certification Status
Jahnke, Jeffrey T	Outdoor Only	0644	11/24/2021	12/31/2025	Valid

Records 1 to 1 of 1

[[NEW SEARCH](#)]

Last Modified: April 24, 2024 .

For additional information, contact **James G. Smith**, Minnesota State Fire Marshal Division, at james.g.smith@state.mn.us or (651)201-7200.

Minnesota State Fire Marshal Division
444 Cedar St., Suite 145
St. Paul, MN 55101-5145

651-201-7200 - voice
651-215-0525 - fax
651-282-6555 - TDD



Please review, sign and return the fireworks permit application to me.

J&M Displays, Inc.

9405 River Road SE

Clear Lake, MN 55319

Email: bhanson@jandmdisplays.com

If you have any questions, my number is 320-300-4823.

Thank you for your help with this.

Becky Hanson, J&M Displays, Inc.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Owatonna Soccer Association

Previous Gambling Permit Number: X-94544-23-005

Minnesota Tax ID Number, if any: ES38009

Federal Employer ID Number (FEIN), if any: 41-1908332

Mailing Address: PO BOX 169

City: OWATONNA State: MN Zip: 55060 County: STEELE

Name of Chief Executive Officer (CEO): PATRICK GRUBISH, PRESIDENT

CEO Daytime Phone: 507-456-3226 CEO Email: PTGRUBISH4@GMAIL.COM

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): OWATONNA SOCCER COMPLEX

Physical Address (do not use P.O. box): 841 14TH ST SE

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): JUNE 27, 2024

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

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

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Owatonna

Signature of City Personnel:

Heather ClawsonTitle: Admin Coordinator Date: 4/30/2024

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Patrick Grubish Date: 4/25/24
(Signature must be CEO's signature; designee may not sign)Print Name: PATRICK GRUBISH, PRESIDENT**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Community Pathways of Steele County

Previous Gambling Permit Number: X-94763-23-003

Minnesota Tax ID Number, if any: 1009778

Federal Employer ID Number (FEIN), if any: 41-1593592

Mailing Address: 155 Oakdale St

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

Name of Chief Executive Officer (CEO): Dominic Korb

CEO Daytime Phone: 507-455-2991 CEO Email: dom@communitypathwaysSC.org

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Steele County Fair Grounds

Physical Address (do not use P.O. box): 1525 S Cedar Ave

Check one:

☒ City: Owatonna Zip: MN County: 55060

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 12, 2024

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel:

Jeannette Clawson

Title: Adm. Coordinator Date: 5/3/2024

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 5/3/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Dominic Korbel

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

LG220 Application for Exempt Permit

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Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Steele County Chapter 5 Previous Gambling Permit Number: X- 74003-24-027

Minnesota Tax ID Number, if any: ES-37964 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 226

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

Name of Chief Executive Officer (CEO): Bob Hoen

CEO Daytime Phone: 507-456-5046 CEO Email: bhoen@charter.net
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 141 East Rose St, Owatonna, MN 55060

Check one:
☒ City: Owatonna Zip: MN County: Steele
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 9/19/2024

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

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

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

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette ClausonTitle: Admin Coordinator Date: 4/27/2024

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Robert L. Hoen Date: 4/20/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Bob Hoen**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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

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

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

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

An equal opportunity employer



CITY OF
OWATONNA

Miscellaneous



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sandra Bera, Accounting Specialist
SUBJECT: Resolution 45-24: Authorize Contract for Purchases - Fame Awards

Purpose:

Council to approve Resolution 45-24 authorizing purchases from Fame Awards.

Background:

The City purchased recognition products from Fame Awards. Doug Voss, a current Council Member At-Large for the City of Owatonna, owns this business.

State Statute prohibits a City Council member from having a personal financial interest in a contract with the City unless it meets an exception included in the statute. By unanimous vote, the council may contract goods and services with an interested officer in certain enumerated situations, including "a contract for which competitive bids are *not* required by law." Competitive bids are not required for contracts less than \$100,000.00.

When no competitive bid is required, these steps must be followed:

1. That the council adopt a resolution authorizing the contract which includes a statement that the contract price is as low as or lower than the price for which the commodity could be obtained elsewhere;
2. That before payment is made to the public official, the public official must file with the city clerk an affidavit stating that to the best of the officer's knowledge, the contract's price is as low as or lower than the price at which the commodity could be obtained from other sources;
3. That the council must approve the contract by unanimous vote; and
4. The public official must abstain from voting on the matter.

Budget Impact:

The amount of these purchases is \$2,750.23.

Staff Recommendation:

Staff recommends approval of Resolution 45-24.

Attachments:

1. Resolution 45-24 Contract - Fame Award Purchases

RESOLUTION NO. 45-24

A RESOLUTION AUTHORIZING CONTRACT WITH FAME AWARDS
PURSUANT TO MINN. STAT. §§ 471.87-89

WHEREAS, the City of Owatonna desires to purchase certain recognition products; and

WHEREAS, Douglas V. Voss, owner of Fame Awards, is a City Council member of the City and will be financially interested in the contract; and

WHEREAS, the contract in the sum of \$2,750.23 is not one that is required to be competitively bid; and

WHEREAS, Council member Voss has signed an Affidavit of Official Interest in Claim as required by law. and

WHEREAS, the contract price of \$2,750.23 is as low as, or lower than, the price at which the goods can be obtained elsewhere at this time.

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

1. The City Clerk-Treasurer is directed to make the above-mentioned purchases on behalf of the City from Fame Awards for a price of \$2,750.23.
2. The Mayor and City Clerk-Treasurer are directed to issue an order-check to pay the claim upon the filing of an affidavit of official interest by the interested official pursuant to Minn. Stat. § 471.89.
3. This resolution is adopted pursuant to Minn. Stat. §§ 471.87-89.

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

Aye ____; No ____; Absent ____; Recused ____.

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Rubin Seifert, GIS Analyst
SUBJECT: GIS Small Government Enterprise License Agreement - ESRI

Purpose:

The City of Owatonna and Owatonna Public Utilities have shared Environmental Systems Research Institute, Inc's (ESRI's) Small Government Enterprise License Agreement (SGEA) for GIS software and services. The SGEA has centralized the city's GIS to one sustainable platform enhancing the City of Owatonna's and OPU's ability to collaborate through software streamlining and information sharing. The SGEA contract allows for unlimited deployment and use of ESRI software in a contained shared cost.

Background:

The ESRI's SGEA is a suite of software and resources that includes the following key components:

- ArcGIS Pro and Extensions (desktop software)
- ArcGIS Server and Extensions
- Portal for ArcGIS (web apps and maps)
- ArcGIS Field Maps (field collection app)
- Survey123 for ArcGIS
- ArcGIS Enterprise License Users (100 Creators shared with OPU and Unlimited Viewers)
- Enterprise Licenses allow Cartegraph users access to custom basemaps, single sign-on, and asset editing.
- Discounted Mobile Worker Licenses (shared with opu)
- ArcGIS Online Service Credits: 17,500 per year.
- ESRI User Conference registrations - 3
- Technical Support for 3 named callers.

This SGEA contract price is increasing for a couple of reasons. The primary reason is due to the city's population growth. The city's increased population has moved us into the Level 2 SGEA (for populations of 25,001 to 50,000). ESRI is allowing the city to gradually step up to the full price of the level 2 tier SGEA over the course of the three-year contract. The city and OPU are also adding additional mobile worker licenses to cover increased staff use. ESRI has agreed to discount up to 50 mobile worker licenses for the length of the contract. The city will review the mobile worker licenses annually. The first year the city is proposing 12 mobile workers licenses.

The EA suite creates an agile environment that provides city staff across all departments the ability to leverage GIS in an on-demand secure setting, improving workflows, data integrity, and data accessibility. The SGEA ArGIS Enterprise licenses are the backbone for users accessing Cartegraph. The enterprise licenses provides access to our custom basemaps, custom geolocators and allow single sign-on within the Cartegraph software. The enterprise creator and mobile worker license levels provides Cartegraph users the ability to create and edit asset location and information. The SGEA has aided Engineering, Wastewater, Storm, Forestry, Parks, Fire and Community Development. Park and Rec are using the SGEA suite and their GPS to accurately mark the youth programs athletic fields. Engineering and OPU are using the SGEA to easily share utility data layers securely and on-demand. These projects are just a couple examples that have benefited field and office staff through the SGEA.

Budget Impact:

This SGEA contract price is increasing for a couple of reasons. The primary reason is due to the city's population growth. The city's increased population has moved us into the Level 2 SGEA (for populations of 25,001 to 50,000). ESRI is allowing the city to gradually step up to the full price of the level 2 tier SGEA over the course of the three-year contract. The City will assume half of the \$31,100 annual fee with OPU covering the other half first year. The annual fee for the remaining contract is: Year 2 - \$35,900, Year 3 - \$40,900 with the city and opu each assuming half of the fee. Each organization will be responsible for any additional purchases beyond the SGEA. The first year, the city requests 12 mobile worker licenses at \$96.25 per license totaling \$1,155.

Staff Recommendation:

Staff is recommending approval of continuing the shared purchase agreement with OPU and continuing the Small Government Enterprise License Agreement with ESRI with an additional 12 mobile worker licenses.

Attachments:

1. Owatonna SGEA Renewal Apr 10 2024 Q-497426-20240410-1029



February 28, 2024

Mr. Rubin Seifert
City of Owatonna
540 W Hills Cir
Owatonna, MN 55060-4701

Dear Rubin,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Chad Anderson

Chad Anderson, GISP | State & Local Government Account Manager
Esri | 880 Blue Gentian Rd, Suite 200 | St Paul, MN 55121 | USA
T 651 454 0600 x8319 | canderson@esri.com | esri.com

THE SCIENCE OF WHERE™



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-497426

Date: April 10, 2024

Customer # 15607 Contract # ENTERPRISE AGREEMENT

City of Owatonna
Community Development
540 W Hills Cir
Owatonna, MN 55060-4701

ATTENTION: Rubin Seifert
PHONE: 507-774-7320
EMAIL: rubin.seifert@ci.owatonna.mn.us

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/28/2024 To: 5/28/2024

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$31,000.00	\$31,000.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$35,900.00	\$35,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
166894	30		\$96.25	\$2,887.50
ArcGIS Enterprise Mobile Worker Annual Subscription- Year 1				
166894	30		\$96.25	\$2,887.50
ArcGIS Enterprise Mobile Worker Annual Subscription- Year 2				
166894	30		\$96.25	\$2,887.50
ArcGIS Enterprise Mobile Worker Annual Subscription- Year 3				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-497426

Date: April 10, 2024

Customer # 15607 Contract # ENTERPRISE
AGREEMENT

City of Owatonna
Community Development
540 W Hills Cir
Owatonna, MN 55060-4701

ATTENTION: Rubin Seifert
PHONE: 507-774-7320
EMAIL: rubin.seifert@ci.owatonna.mn.us

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/28/2024 To: 5/28/2024*

Subtotal:	\$116,462.50
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$116,462.50

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Angie Bramer

Email:
abramer@esri.com

Phone:
(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing User Type Extension (Enterprise)
 10 ArcGIS Location Sharing User Type Extension (Online)
 9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Rubin Seifert, GIS Analyst
SUBJECT: GIS Software Sharing Agreement - Owatonna Public Utilities

Purpose:

Approve continuation in the Small Government Enterprise Agreement (SGEA) with the City of Owatonna and Owatonna Public Utilities (OPU).

Background:

The past nine years the City and OPU have been working in a GIS software agreement sharing an Small Government Enterprise License Agreement (SGEA) from Environmental Systems Research Institute, Inc. (ESRI). The City/OPU agreement allows for unlimited app deployment and use of ESRI software in a contained shared cost. If either Party wishes to purchase any ESRI software that is not included in the SGEA, they may do so and will be solely responsible for additional costs.

Budget Impact:

The City will assume half of the SGEA annual fee with OPU covering the other half. The contract will be for a three-year term. Additionally each year of the contract, the City and OPU will share mobile worker licenses at a discounted price. By continuing this agreement, OPU and the City will save significant dollars over what each would pay for ESRI licenses ala carte needed to continue current GIS services.

Staff Recommendation:

Staff is recommending approval of continuing the agreement with OPU for cost sharing the Small Government Enterprise Agreement with ESRI.

Attachments:

1. City - OPU ESRI Licensing Agreement 2024

THE CITY OF

Community Development
GIS Analyst
Rubin Seifert



OWATONNA

540 West Hills Circle
Owatonna, MN 55060-4794
Ph. (507) 774-7320
Fax (507) 444-4351

On May 7th, 2024, the City of Owatonna agreed to the purchase recommendation for an ESRI Small Government Enterprise License Agreement (EA) and an additional 30 mobile worker licenses between the City of Owatonna and Owatonna Public Utilities with the following conditions:

- 1) **Responsible Party:** City of Owatonna will be responsible for the purchase / payment of the ESRI EA. The City of Owatonna will invoice Owatonna Public Utilities for their share of the ESRI EA and mobile worker license charges.
- 2) **Term Duration:** The ESRI EA is active for 3 years term.
- 3) **Enterprise Agreement Cost:** Each year the EA cost will be split 50/50. The total cost each year is: Year 1- \$31,000. Year 2- \$35,900. Year 3- \$40,900.
- 4) **Mobile Worker Licenses:** A total of 50 mobile worker licenses can be purchased at a discounted price of \$96.25 for the term of the ESRI contract.
 - a. OPU and the City of Owatonna reserve the right to half of these discounted licenses. Each organization has the first right of refusal up to 25. An organization can utilize any un-used licenses beyond 25 with the understanding the other organization may reclaim their unused licenses.
 - b. Each organization will be responsible for the cost of their mobile worker license share that they choose to purchase.
 - c. The mobile worker licenses shall be reviewed on an annual basis.
 - d. Any additional Mobile Worker licenses needed beyond 50 are available for purchase at \$192.50 per license (no limit).
- 5) 2.5 years after the agreement has started, the City of Owatonna and Owatonna Public Utilities will meet to discuss renewing the EA for another 3 year term.
- 6) If either Party wishes to purchase any ESRI software that is not included in the EA, they may do so and will be solely responsible for additional costs.

By signing below, the parties indicate their acknowledgement of all conditions set forth above.

By the Parties,

Owatonna Public Utilities Signature

CEO

Owatonna Public Utilities Title

4/17/24

Date

City of Owatonna Signature

Date

City of Owatonna Title

*We are an Equal Opportunity Employer
The City of Friendliness and Beautiful Parks*



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Yellow Company, LLC

Purpose:

Approve the stormwater facility maintenance agreement with Yellow Company LLC for their new facility located at 2500 State Avenue NW.

Background:

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

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Maintenance Easement Agreement - Yellow Company, LLC

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by Yellow Company, LLC hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as Lot 1 Block 1 Marthaler Addition. **Exhibit A: (ATTACH LEGAL DESCRIPTION)**

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

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

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

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

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

1. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified at time of submittal as well as in the As-built with Engineer's Certificate of Stormwater Compliance submitted at time of permit close-out.
2. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
3. The Property Owner, its successors, and assigns, shall at all time, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
4. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
5. The Property Owner, its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.
6. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the

practice is found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.

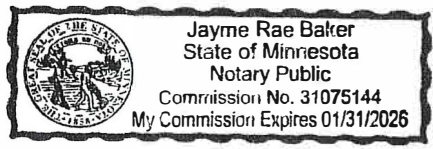
7. The Property Owner, its successors, and assigns, hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under, and through the property for the purpose of inspecting the facilities. The Property Owner also grants the City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

Property Owner: Yellow Company, LLC

By: Aaron Marthaler, Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 17th day of April, 2024, by Aaron Marthaler, the Chief Manager of Yellow Company, LLC, a limited liability company under the laws of the State of Minnesota on behalf of the company.



[Signature]
Notary Public

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA)
) ss.

COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Thomas A. Kuntz, the Mayor of the City of Owatonna, and by Kris M. Busse, the Administrator of the City of Owatonna, a municipality under the laws of the State of Minnesota on behalf of the City.

Notary Public

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

RECAP:

\$	42,635.15	Cargill Inc - 372.75 tons Road salt
	25,305.00	Clifton Larson Allen LLP
		- 2024 Audit - \$4,777.50 Single Audit HRA
		- 2024 Audit - \$8,505.00- HRA installment 2 & 3
		- 2024 Audit - City installment #2 - \$12,022.50
	43,931.40	Ebert Inc - Council Chambers Renovation Est #11
	25,476.06	Horizon Commercial Pool Supply
		- Pool chemicals - \$15,443.46
		- River Spring Water Park - Filtration & pump replacement-pay est #5 Final \$10,032.60
	140,000.00	Kamp Automation - KAB Properties LLC pass-thru State of MN MIF grant
	280,117.10	Near North Title Group - Purchase 1370 Cherry St
	111,754.76	Nero Engineering - WWTF Upgrade & Expansion Services - September 2023
	74,734.51	Nero Engineering - WWTF Upgrade & Expansion Services - February 2024
	20,000.00	OTown Properties - EDA forgivable loan - Hotworx/Scholljegerdes - Ext & Int improvement
	56,712.69	Owatonna Area Chamber of Commerce -
		- February 2024 lodging tax - \$16,712.69
		- 1st half Main St contract \$25,000.00 & Econ Development Svces \$15,000.00
	148,295.42	Southeast Service Cooperative - April 2024 health ins premiums
	101,017.70	Steele County Treasurer - 2024 Property Taxes
	<u>538,044.26</u>	OTHER EXPENDITURES
\$	1,608,024.05	SUBTOTAL
	<u>93,669.02</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$	<u><u>1,701,693.07</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					
377677	04/20/24	CLOVER CONNECT	2,781.21	R	Wire Transfer
377678	04/20/24	FULLSTEAM	83.58	R	Wire Transfer
377679	04/20/24	GLOBAL PAYMENTS INTEGRATED	2,935.04	R	Wire Transfer
377680	04/20/24	MN DEPT OF LABOR AND INDUSTRY	1,775.11	R	Wire Transfer
377681	04/20/24	MN DEPT OF REVENUE	11,391.01	R	Wire Transfer
377682	04/20/24	PAYMENTECH	75.40	R	Wire Transfer
377683	04/20/24	SOUTHEAST SERVICE COOPERATIVE	148,295.42	R	Wire Transfer
377684	04/20/24	US BANK	10,550.56	R	Wire Transfer
377685	04/20/24	WEX BANK	1,744.21	R	Wire Transfer
377686	04/20/24	WEX HEALTH INC	360.25	R	Wire Transfer
377687	04/23/24	ACCESS TONNA LOCK SERVICE	20.00	0	Regular
377688	04/23/24	ACUSHNET COMPANY	631.60	0	Regular
377689	04/23/24	ADVANCED ENGINEERING & ENVIRON	546.00	0	Regular
377690	04/23/24	AIRNAV LLC	528.00	0	Regular
377691	04/23/24	ALEXANDER LUMBER COMPANY	300.41	0	Regular
377692	04/23/24	AMERICAN RED CROSS	184.00	0	Regular
377693	04/23/24	ANCOM	5,160.88	0	Regular
377694	04/23/24	APG MEDIA OF SO MINNESOTA LLC	1,089.11	0	Regular
377695	04/23/24	ARAMARK	29.65	0	Regular
377696	04/23/24	ARAMARK UNIFORM SERVICES INC	453.27	0	Regular
377697	04/23/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377698	04/23/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377699	04/23/24	ARAMARK UNIFORM SERVICES INC	299.25	0	Regular
377700	04/23/24	ARAMARK UNIFORM SERVICES INC	28.84	0	Regular
377701	04/23/24	AVFUEL CORPORATION	19,441.69	R	ACH
377702	04/23/24	BAKER & TAYLOR BOOKS	342.64	R	ACH
377703	04/23/24	BENJAMIN METCALF	32.72	0	Regular
377704	04/23/24	BIBLIOTHECA LLC	7,155.00	0	Regular
377705	04/23/24	BOUND TREE MEDICAL LLC	121.98	0	Regular
377706	04/23/24	CARGILL INC	42,635.15	0	Regular
377707	04/23/24	CARQUEST	1,583.78	0	Regular
377708	04/23/24	CEMSTONE CONCRETE MATERIAL LLC	453.50	0	Regular
377709	04/23/24	CEMSTONE PRODUCTS CO	538.02	0	Regular
377710	04/23/24	CENTER MASS INC	294.97	0	Regular
377711	04/23/24	CENTRAL FARM SERVICE	461.28	0	Regular
377712	04/23/24	CITY OF OWATONNA	141.00	0	Regular
377713	04/23/24	CLAREYS SAFETY EQUIPMENT	236.33	R	ACH
377714	04/23/24	COLORS & GLASS INC	614.85	0	Regular
377715	04/23/24	CONFLICT RESOLUTION GROUP	500.00	0	Regular
377716	04/23/24	CORPORATE RECOGNITION	461.39	R	ACH
377717	04/23/24	CROSSFIT INNERDRIVE	175.00	R	ACH
377718	04/23/24	CULLIGAN OF OWATONNA	31.08	R	ACH
377719	04/23/24	CUSTOM COMMUNICATIONS INC	8,668.55	0	Regular
377720	04/23/24	DAGRY TOOLING INC	110.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377721	04/23/24	DEANS WESTSIDE TOWING	346.00	R	ACH
377722	04/23/24	DEML FORD INC	29.63	0	Regular
377723	04/23/24	DLL FINANCE LLC	1,904.56	0	Regular
377724	04/23/24	EARL F ANDERSEN & ASSOC	248.00	0	Regular
377725	04/23/24	EBERT INC	43,931.40	R	ACH
377726	04/23/24	ELIZABETH GRUENHAGEN	187.60	0	Regular
377727	04/23/24	EMERGENCY APPARATUS MAINTENANC	3,093.36	0	Regular
377728	04/23/24	EMILIA FLEMMING	202.50	0	Regular
377729	04/23/24	ENVIRONMENTAL EQUIP & SERV INC	453.00	0	Regular
377730	04/23/24	FAME AWARDS	2,750.23	0	Regular
377731	04/23/24	FASTENAL COMPANY	426.79	R	ACH
377732	04/23/24	FIRST SUPPLY OWATONNA	504.77	R	ACH
377733	04/23/24	FLEETPRIDE	1,395.99	0	Regular
377734	04/23/24	FOUR SEASONS ELECTRIC	3,575.47	R	ACH
377735	04/23/24	FULLSTEAM HOLDINGS LLC	582.42	R	ACH
377736	04/23/24	GOPHER/PLAY WITH A PURPOSE	537.00	R	ACH
377737	04/23/24	GRAINGER	56.64	R	ACH
377738	04/23/24	HAWKINS INC	10,166.28	R	ACH
377739	04/23/24	HEARTSMART.COM	1,907.10	0	Regular
377740	04/23/24	IFACS	610.63	R	ACH
377741	04/23/24	INNOVATIVE OFFICE SOLUTIONS	71.57	0	Regular
377742	04/23/24	JONES HAUGH & SMITH INC	2,822.60	0	Regular
377743	04/23/24	KAMP	140,000.00	0	Regular
377744	04/23/24	KIRI ANN FAUL	2,300.00	R	ACH
377745	04/23/24	KWIK TRIP INC	89.26	0	Regular
377746	04/23/24	LAWSON PRODUCTS	234.69	0	Regular
377747	04/23/24	LEGACY SIGNS INC	853.63	R	ACH
377748	04/23/24	LEGENCE SUBSIDIARY HOLDINGS LL	10,785.00	R	ACH
377749	04/23/24	LITTLE FALLS MACHINE INC	2,070.24	R	ACH
377750	04/23/24	MARCO TECHNOLOGIES LLC	188.94	R	ACH
377751	04/23/24	MATTHEW R HOKANSON	6,354.55	R	ACH
377752	04/23/24	MCMASTER-CARR SUPPLY CO	496.58	R	ACH
377753	04/23/24	MCNEILUS STEEL INC	322.13	R	ACH
377754	04/23/24	METRO SALES INC	60.42	0	Regular
377755	04/23/24	MIDWEST TAPE LLC	1,946.73	0	Regular
377756	04/23/24	MINA ADSIT ARCHITECTURE & PLAN	2,776.30	0	Regular
377757	04/23/24	MN DEPT OF LABOR AND INDUSTRY	120.00	0	Regular
377758	04/23/24	MN DEPT OF LABOR AND INDUSTRY	10.00	0	Regular
377759	04/23/24	MN LAW ENFORCE EXPLORER ASSN	6,435.00	0	Regular
377760	04/23/24	MN OFFICE OF ADMIN HEARINGS	61.25	0	Regular
377761	04/23/24	MN VALLEY TESTING LABS INC	420.00	R	ACH
377762	04/23/24	MOTOROLA SOLUTIONS INC	510.30	R	ACH
377763	04/23/24	MTI DISTRIBUTING INC	2,278.85	R	ACH
377764	04/23/24	NAPA AUTO PARTS	11,831.42	R	ACH
377765	04/23/24	NAVAL SURFACE WARFARE CTR-CRAN	1,800.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377766	04/23/24	NERO ENGINEERING	74,734.51	R	ACH
377767	04/23/24	NORTHERN SAFETY TECHNOLOGY INC	366.00	R	ACH
377768	04/23/24	NORTHLAND FARM SYSTEMS	70.04	R	ACH
377769	04/23/24	NORTHSTAR CALIBRATION INC	102.00	0	Regular
377770	04/23/24	OFFICE OF MNIT SERVICES	780.15	0	Regular
377771	04/23/24	OTOWN PROPERTIES	20,000.00	0	Regular
377772	04/23/24	OWATONNA AREA CHAMBER OF COMM	56,712.69	0	Regular
377773	04/23/24	OWATONNA HEATING & COOLING INC	130.00	0	Regular
377774	04/23/24	OWATONNA MOTOR COMPANY	6,494.20	0	Regular
377775	04/23/24	OWATONNA PUBLIC UTILITIES	2,778.95	R	ACH
377776	04/23/24	OWATONNA RENT N SAVE	118.47	0	Regular
377777	04/23/24	OWT HARDWARE	7.99	0	Regular
377778	04/23/24	PARTNERS FOR PROGRESS	10,000.00	0	Regular
377779	04/23/24	PB PARENT HOLDCO, LP	636.00	R	ACH
377780	04/23/24	PDI	45.30	0	Regular
377781	04/23/24	PLUNKETT'S PEST CONTROL INC	136.50	R	ACH
377782	04/23/24	PRIME GARAGE DOOR & MORE LLC	1,210.00	R	ACH
377783	04/23/24	RAMY TURF PRODUCTS	378.00	0	Regular
377784	04/23/24	RCM SPECIALTIES	5,382.18	0	Regular
377785	04/23/24	REINDERS INC	5,389.38	R	ACH
377786	04/23/24	RIVERLAND COMMUNITY COLLEGE	1,450.00	0	Regular
377787	04/23/24	ROBIN SPANDE	492.79	0	Regular
377788	04/23/24	SAFE-FAST INC	261.50	R	ACH
377789	04/23/24	SAFEWARE INC	608.78	0	Regular
377790	04/23/24	SASCS	600.00	0	Regular
377791	04/23/24	SCHILLING SUPPLY CO	1,263.06	R	ACH
377792	04/23/24	SCOTT F LIMBERG	700.00	R	ACH
377793	04/23/24	SELCO	2,323.78	R	ACH
377794	04/23/24	SENIORPLACE INC	301.00	0	Regular
377795	04/23/24	SHARON GAULRAPP	104.00	0	Regular
377796	04/23/24	SHERWIN WILLIAMS COMPANY	446.15	0	Regular
377797	04/23/24	SHI INTERNATIONAL CORP	94.98	0	Regular
377798	04/23/24	SOUBA GREENHOUSE	30.00	0	Regular
377799	04/23/24	SOUTH CENTRAL COLLEGE	980.00	0	Regular
377800	04/23/24	SRIXON CLEVELAND GOLF XXIO	727.00	0	Regular
377801	04/23/24	ST PAUL PIONEER PRESS	417.59	0	Regular
377802	04/23/24	STATE INDUSTRIAL PRODUCTS	948.53	0	Regular
377803	04/23/24	STEELE COUNTY TREASURER	12,185.70	0	Regular
377804	04/23/24	STEVE JAMES EXCAVATING INC	93.00	R	ACH
377805	04/23/24	STEWART COMPANIES INC	65.71	0	Regular
377806	04/23/24	STEWART DENISE	211.22	0	Regular
377807	04/23/24	STEWART SANITATION	1,419.70	0	Regular
377808	04/23/24	STREICHER'S INC	3,105.99	0	Regular
377809	04/23/24	TAYLOR MADE GOLF COMPANY INC	152.24	0	Regular
377810	04/23/24	TELUS HEALTH LTD	5,200.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377811	04/23/24	TENNIS WEST	2,600.00	R	ACH
377812	04/23/24	TEXAS REFINERY CORP	512.50	R	ACH
377813	04/23/24	TOR SPERLING	14.73	R	ACH
377814	04/23/24	UKG INC	2,505.00	R	ACH
377815	04/23/24	ULINE	452.15	0	Regular
377816	04/23/24	UNITED WAY	100.00	0	Regular
377817	04/23/24	USABUEBOOK	267.96	R	ACH
377818	04/23/24	VAN METER INC	765.32	0	Regular
377819	04/23/24	VENTURE HYDRAULICS INC	218.13	R	ACH
377820	04/23/24	VERIZON WIRELESS	2,259.14	0	Regular
377821	04/23/24	WALBRAN & FURNESS CHARTERED	4,875.25	R	ACH
377822	04/23/24	WASECA ABSTRACT	806.00	0	Regular
377823	04/23/24	WASECA COUNTY HWY DEPT	115.53	0	Regular
377824	04/23/24	WASECA GLASS INC	640.37	0	Regular
377825	04/23/24	WASECA POLICE DEPARTMENT	8,802.90	0	Regular
377826	04/23/24	WEST PUBLISHING CORPORATION	581.43	R	ACH
377827	04/23/24	WHKS & CO	7,932.50	R	ACH
377828	04/23/24	WHKS & CO	14,538.00	R	ACH
377829	04/23/24	XYLOTECH SYSTEMS INC	1,945.75	0	Regular
377830	04/23/24	ZACK'S INC	3,045.16	0	Regular
377831	04/23/24	ZEP MANUFACTURING CO	473.08	R	ACH
377832	04/25/24	EXP REALTY	5,000.00	0	Regular
377833	04/29/24	NEAR NORTH TITLE GROUP	280,117.10	R	Wire Transfer
377834	05/01/24	A & K LLC	392.00	R	ACH
377835	05/01/24	A&H PROPERTIES	451.00	R	ACH
377836	05/01/24	ACADEMY APARTMENTS OF OWA LLC	1,494.00	R	ACH
377837	05/01/24	ADAMS REVOCABLE LIVING TRUST	613.00	R	ACH
377838	05/01/24	ALL AREA MANAGEMENT LLC	1,494.00	R	ACH
377839	05/01/24	APACHE APARTMENTS	917.00	R	ACH
377840	05/01/24	ATM PROPERTIES LLC	1,163.00	R	ACH
377841	05/01/24	AUSTIN HRA	1,264.00	0	Regular
377842	05/01/24	BARRY GILLESPIE	223.00	R	ACH
377843	05/01/24	BROWN CYNTHIA	552.00	R	ACH
377844	05/01/24	BRYCEN GREGOR	1,040.00	R	ACH
377845	05/01/24	CAPELLE COMPANIES LLC	226.00	R	ACH
377846	05/01/24	CEDAR HILLS ESTATES LLC	569.00	R	ACH
377847	05/01/24	CEDAR RIDGE APARTMENTS	817.00	R	ACH
377848	05/01/24	CEDAR ROSE ASSOCIATES LLC	800.00	R	ACH
377849	05/01/24	CEDAR RUN TOWN HOMES MDI #41	2,914.00	R	ACH
377850	05/01/24	CEDARDALE NORTH APARTMENTS	326.00	R	ACH
377851	05/01/24	CEDARDALE SOUTH APARTMENTS	516.00	R	ACH
377852	05/01/24	CEDARDALE WEST APARTMENTS	559.00	R	ACH
377853	05/01/24	CHRIS PROHASKI	1,095.00	R	ACH
377854	05/01/24	COMMON CENTS PROPERTIES LLC	328.00	R	ACH
377855	05/01/24	COOPERS COURT LLC	913.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377856	05/01/24	DANIEL SCHLEGEL	477.00	R	ACH
377857	05/01/24	DONALD RIPPLE	617.00	R	ACH
377858	05/01/24	DSBMT, LLC	591.00	R	ACH
377859	05/01/24	EEK LLC	600.00	R	ACH
377860	05/01/24	ELM STREET PROPERTIES	497.00	R	ACH
377861	05/01/24	FREDRICKSON PROPERTIES	200.00	R	ACH
377862	05/01/24	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
377863	05/01/24	IMAGE APARTMENT	2,426.00	R	ACH
377864	05/01/24	JOHN & DENISE SCHROEDER	582.00	R	ACH
377865	05/01/24	JOHNSON WINDOW & SIDING INC	3,504.00	R	ACH
377866	05/01/24	JPF PROPERTIES	1,071.00	R	ACH
377867	05/01/24	JULIE WERSAL	583.00	R	ACH
377868	05/01/24	KEG INVESTMENTS LLC	2,176.00	R	ACH
377869	05/01/24	KEITH MARTIN	1,292.00	R	ACH
377870	05/01/24	KERR MCCAULEY INVESTMENT II	413.00	R	ACH
377871	05/01/24	KLEVOS GREG	607.00	R	ACH
377872	05/01/24	L&L LEGACY PROPERTIES	182.00	R	ACH
377873	05/01/24	LEE ANNA	1,397.00	R	ACH
377874	05/01/24	LINCOLN SQUARE APARTMENTS	9,235.00	R	ACH
377875	05/01/24	LWO LIMITED PARTNERSHIP #116	4,651.00	R	ACH
377876	05/01/24	MARQUARDT DENNIS	1,771.00	R	ACH
377877	05/01/24	MARTIN ALLAN	2,457.00	R	ACH
377878	05/01/24	MARTIN FAMILY LLC	1,142.00	R	ACH
377879	05/01/24	MCCAULEY PATRICK	741.00	R	ACH
377880	05/01/24	MIDWEST INVEST LLC	534.00	R	ACH
377881	05/01/24	NECHVILLE SUSAN	1,994.00	R	ACH
377882	05/01/24	NORTHCOURT APARTMENTS	962.00	R	ACH
377883	05/01/24	NORTHGATE	2,543.00	R	ACH
377884	05/01/24	NORTHSTAR HOLDINGS LLC	668.00	R	ACH
377885	05/01/24	NORTHWEST MANOR	2,365.00	R	ACH
377886	05/01/24	OWATONNA GATEWAY LLC	279.00	R	ACH
377887	05/01/24	OWATONNA PUBLIC UTILITIES	160.00	R	ACH
377888	05/01/24	PARKVIEW OWATONNA LLC	373.00	R	ACH
377889	05/01/24	PETER BIEL	1,700.00	R	ACH
377890	05/01/24	POSITIVE SHARE LLC	398.00	R	ACH
377891	05/01/24	PROHASKI PROPERTIES	897.00	R	ACH
377892	05/01/24	QUALITY RENTALS OF OWATONNA LL	830.00	R	ACH
377893	05/01/24	REDLINE DEVELOPMENT GRP LLC	771.00	R	ACH
377894	05/01/24	RICHARD ELLINGSON	662.00	R	ACH
377895	05/01/24	RWB PROPERTIES	600.00	R	ACH
377896	05/01/24	SCOTT COUNTY CDA	3,401.47	R	ACH
377897	05/01/24	SIXSPARKS LLC	737.00	R	ACH
377898	05/01/24	SMITH REAL ESTATE LLC	464.00	R	ACH
377899	05/01/24	SOUTH CENTRAL HUMAN RELATIONS	2,994.00	R	ACH
377900	05/01/24	ST CLOUD HRA	592.55	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377901	05/01/24	SUBLAND INVESTMNTS & LIFESTYLE	218.00	R	ACH
377902	05/01/24	SUMMIT MANOR	370.00	R	ACH
377903	05/01/24	TM RENTALS II LLC	461.00	R	ACH
377904	05/01/24	USDA RURAL DEVELOPMENT	532.00	0	Regular
377905	05/01/24	USDA RURAL DEVELOPMENT	401.00	0	Regular
377906	05/01/24	WILLOW RUN I MDI #58	3,880.00	R	ACH
377907	05/01/24	WILLOW RUN II MDI #85	3,745.00	R	ACH
377908	05/01/24	YOUNGDAHL DEVELOPMENT LLC	2,259.00	R	ACH
377909	05/01/24	ZK INVESTORS LLC	922.00	R	ACH
377910	05/07/24	AFLAC	2,775.74	R	ACH
377911	05/07/24	ALEXANDER LUMBER COMPANY	418.77	0	Regular
377912	05/07/24	ALLDATA	1,500.00	0	Regular
377913	05/07/24	AMERICAN LEAK DETECTION	2,500.00	0	Regular
377914	05/07/24	AMERICAN RED CROSS	258.00	0	Regular
377915	05/07/24	ARAMARK	113.18	0	Regular
377916	05/07/24	ARAMARK UNIFORM SERVICES INC	31.06	0	Regular
377917	05/07/24	ARROW ACE HARDWARE	22.78	R	ACH
377918	05/07/24	ASA*USA SOFTBALL OF MN	800.00	0	Regular
377919	05/07/24	ASCAP	438.67	0	Regular
377920	05/07/24	ASPEN MILLS INCORPORATED	100.93	0	Regular
377921	05/07/24	BACHMAN'S CREDIT DEPT	5,296.50	R	ACH
377922	05/07/24	BAKER & TAYLOR BOOKS	439.62	R	ACH
377923	05/07/24	BENJAMIN METCALF	16.71	0	Regular
377924	05/07/24	BENJAMIN R JOHNSON	35.16	0	Regular
377925	05/07/24	BLAKE FARRIS	12.93	0	Regular
377926	05/07/24	CANADIAN PACIFIC RAILWAY CO	635.00	0	Regular
377927	05/07/24	CARQUEST	670.05	0	Regular
377928	05/07/24	CAVALIER COACHES INC	695.00	0	Regular
377929	05/07/24	CEMSTONE CONCRETE MATERIAL LLC	445.50	0	Regular
377930	05/07/24	CEMSTONE PRODUCTS CO	197.33	0	Regular
377931	05/07/24	CENTRAL FARM SERVICE	2,111.24	0	Regular
377932	05/07/24	CITY-COUNTY COMMUNIC & MKTG	85.00	0	Regular
377933	05/07/24	CLIFTONLARSONALLEN LLP	25,305.00	0	Regular
377934	05/07/24	CLUB CADDIE	1,000.00	0	Regular
377935	05/07/24	CONTINENTAL RESEARCH CORP	1,402.07	R	ACH
377936	05/07/24	COURT SPORTS AND MORE	265.00	R	ACH
377937	05/07/24	COX COMMUNICATIONS INC	50.00	0	Regular
377938	05/07/24	CULLIGAN OF OWATONNA	304.90	R	ACH
377939	05/07/24	CUMMINS INC	1,046.99	R	ACH
377940	05/07/24	CURT'S TRUCK & DIESEL SERVICE	137.79	R	ACH
377941	05/07/24	DAJ Enterprises LLC	274.43	R	ACH
377942	05/07/24	DEANS WESTSIDE TOWING	300.00	R	ACH
377943	05/07/24	DLL FINANCE LLC	8,203.80	0	Regular
377944	05/07/24	EARL F ANDERSEN & ASSOC	511.60	0	Regular
377945	05/07/24	ELIZABETH GRUENHAGEN	147.52	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377946	05/07/24	EMPLOYEE STRATEGIES INC	3,500.00	R	ACH
377947	05/07/24	EXPRESS PRESSURE WASHERS INC	330.85	R	ACH
377948	05/07/24	EYE MED VISION CARE	438.05	0	Regular
377949	05/07/24	FARIBAULT CO SHERIFF'S OFFICE	8,370.40	0	Regular
377950	05/07/24	FIRST HOSPITAL LABORATORIES IN	166.38	0	Regular
377951	05/07/24	FIRST SUPPLY OWATONNA	367.99	R	ACH
377952	05/07/24	FLAHERTY & HOOD PA	2,925.00	R	ACH
377953	05/07/24	FOUR SEASONS ELECTRIC	5,200.00	R	ACH
377954	05/07/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
377955	05/07/24	GALLS	542.75	R	ACH
377956	05/07/24	GENERAL REPAIR SERVICE	3,136.78	0	Regular
377957	05/07/24	GRAINGER	84.66	R	ACH
377958	05/07/24	H & L MESABI COMPANY	5,400.00	0	Regular
377959	05/07/24	HAWKINS INC	2,120.20	R	ACH
377960	05/07/24	HEALTHPARTNERS INC	4,775.30	0	Regular
377961	05/07/24	HILLYARD INC	942.30	0	Regular
377962	05/07/24	HORIZON COMMERCIAL POOL SUPPLY	25,476.06	R	ACH
377963	05/07/24	I U O E LOCAL 70	2,697.00	0	Regular
377964	05/07/24	IFACS	442.74	R	ACH
377965	05/07/24	INNOVATIVE OFFICE SOLUTIONS	189.52	0	Regular
377966	05/07/24	INSTITUTE FOR ENVIRON ASSMT	2,294.99	0	Regular
377967	05/07/24	JESSY CARD	200.00	0	Regular
377968	05/07/24	JONES HAUGH & SMITH INC	90.00	0	Regular
377969	05/07/24	KEEKER INC	486.00	R	ACH
377970	05/07/24	KENDELL DOORS & HARDWARE INC	634.00	R	ACH
377971	05/07/24	KROMER PRO LLC	105.94	R	ACH
377972	05/07/24	LATH STAKES & HUBS LLC	1,175.00	0	Regular
377973	05/07/24	LAWSON AUTOMOTIVE LLC	437.96	R	ACH
377974	05/07/24	LAWSON PRODUCTS	718.85	0	Regular
377975	05/07/24	LEAGUE OF MN CITIES INS TRUST	4,780.02	0	Regular
377976	05/07/24	LEGACY SIGNS INC	30.00	R	ACH
377977	05/07/24	LEGENCE SUBSIDIARY HOLDINGS LL	90.00	R	ACH
377978	05/07/24	LIZ'S HAPPY STITCHES	66.00	0	Regular
377979	05/07/24	MACQUEEN EQUIPMENT CO	336.93	R	ACH
377980	05/07/24	MADISON NATL LIF INS CO INC	5,224.67	0	Regular
377981	05/07/24	MANKE'S OUTDOOR EQUIP & APPL	470.42	R	ACH
377982	05/07/24	MARCO TECHNOLOGIES LLC	923.44	R	ACH
377983	05/07/24	MATTHEW R HOKANSON	1,483.53	R	ACH
377984	05/07/24	MCMASTER-CARR SUPPLY CO	77.95	R	ACH
377985	05/07/24	METRONET SYSTEMS HOLDINGS LLC	1,329.24	R	ACH
377986	05/07/24	MINNESOTA LIFE	3,008.45	0	Regular
377987	05/07/24	MISGEN AUTO PARTS	45.00	0	Regular
377988	05/07/24	MN FIRE SERVICE CERT BOARD	50.00	0	Regular
377989	05/07/24	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
377990	05/07/24	MN UNEMPLOYMENT INS FUND	1,695.71	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
377991	05/07/24	MOTOROLA SOLUTIONS INC	9,232.38	R	ACH
377992	05/07/24	MTI DISTRIBUTING INC	682.99	R	ACH
377993	05/07/24	NAPA AUTO PARTS	612.47	R	ACH
377994	05/07/24	NERO ENGINEERING	111,754.76	R	ACH
377995	05/07/24	NORTHLAND FARM SYSTEMS	870.52	R	ACH
377996	05/07/24	OWATONNA MOTOR COMPANY	5,082.95	0	Regular
377997	05/07/24	OWATONNA PUB SCHOOLS ISD 761	4,852.50	R	ACH
377998	05/07/24	OWATONNA PUBLIC UTILITIES	3,026.71	R	ACH
377999	05/07/24	OWT HARDWARE	153.90	0	Regular
378000	05/07/24	PAAPE COMPANIES INC	4,415.00	R	ACH
378001	05/07/24	PERFORMANCE PLUS LLC	5,863.00	0	Regular
378002	05/07/24	PRIME GARAGE DOOR & MORE LLC	17,580.00	R	ACH
378003	05/07/24	QUALITY FLOW SYSTEMS INC	3,291.80	0	Regular
378004	05/07/24	RENT N SAVE PORTABLE SERVICES	1,768.95	R	ACH
378005	05/07/24	RIVER CITY ELECTRIC CO	4,333.00	0	Regular
378006	05/07/24	SASCS	800.00	0	Regular
378007	05/07/24	SCHILLING SUPPLY CO	200.26	R	ACH
378008	05/07/24	SHERWIN WILLIAMS COMPANY	74.83	0	Regular
378009	05/07/24	SHI INTERNATIONAL CORP	619.86	0	Regular
378010	05/07/24	SHRED RIGHT	42.53	R	ACH
378011	05/07/24	SOUTHERN MN INITIATIVE FOUND	5,000.00	0	Regular
378012	05/07/24	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
378013	05/07/24	SPS COMPANIES INC	625.60	R	ACH
378014	05/07/24	ST CROIX RECREATION CO	6,957.78	R	ACH
378015	05/07/24	STATE INDUSTRIAL PRODUCTS	606.27	0	Regular
378016	05/07/24	STEELE CO ATTORNEY'S OFFICE	14.80	0	Regular
378017	05/07/24	STEELE COUNTY TREASURER	101,017.70	0	Regular
378018	05/07/24	STENDEL BRIAN & SUSAN	3,312.00	0	Regular
378019	05/07/24	STEVE JAMES EXCAVATING INC	4,634.69	R	ACH
378020	05/07/24	STEWART COMPANIES INC	300.88	0	Regular
378021	05/07/24	SYNCHRONY BANK	478.88	0	Regular
378022	05/07/24	SYNCHRONY BANK - LOWE'S	3,075.51	0	Regular
378023	05/07/24	SYSCO MINNESOTA INC	3,552.53	0	Regular
378024	05/07/24	T-MOBILE	795.10	0	Regular
378025	05/07/24	TAMMY FITCH	147.38	0	Regular
378026	05/07/24	TAYLOR MADE GOLF COMPANY INC	818.24	0	Regular
378027	05/07/24	TERRACON CONSULTANTS INC	4,660.00	R	ACH
378028	05/07/24	THOMPSON SANITATION INC	159.00	R	ACH
378029	05/07/24	TJD REPAIR & SERVICE	73.20	0	Regular
378030	05/07/24	TOR SPERLING	17.64	R	ACH
378031	05/07/24	TREASURY DIVISION, FINANCE	7.40	0	Regular
378032	05/07/24	UKG INC	14,020.96	R	ACH
378033	05/07/24	UNITED WAY	100.00	0	Regular
378034	05/07/24	USABUEBOOK	1,785.30	R	ACH
378035	05/07/24	VENTURE HYDRAULICS INC	124.87	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378036	05/07/24	VESTIS GROUP INC	186.45	0	Regular
378037	05/07/24	WALBRAN & FURNESS CHARTERED	4,879.25	R	ACH
378038	05/07/24	WHKS & CO	826.32	R	ACH
378039	05/07/24	WHKS & CO	5,362.50	R	ACH
378040	05/07/24	WHKS & CO	550.88	R	ACH
378041	05/07/24	WHKS & CO	8,780.00	R	ACH
378042	05/07/24	YATTA GOLF LLC	2,000.00	0	Regular
378043	05/07/24	ZIEGLER INC	1,320.35	R	ACH

167	Checks total:	624,486.33
189	ACH total:	617,097.85
0	EFTPS total:	
11	Wire transfer total:	460,108.89
0	Payment Manager total:	
367	GRAND TOTALS	1,701,693.07



CITY OF
OWATONNA

Resolutions



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 46-24: MnDOT Variance 18th Street SE Trail Extension Project

Purpose:

Requesting City Council approval of the resolution requesting a variance from the standard for State Aid Operation for the 18th Street SE Trail Extension Project No. S.A.P. 153-090-002

Background:

A trail is being designed along 18th Street South East from Linn Avenue to Austin Road. Minnesota Rules for State Aid Operation require 60-degree angled parking in areas of average daily traffic exceeding 3,000 to have a distance of 19 feet between the driving lane and parking stalls. The City's current design entails a distance of 8.4' feet between the driving lane and parking stalls. The justifications for the variance request are to promote consistent driver expectations for traffic operation, mitigate environmental impacts of the project by reducing impervious cover, maintaining significant tree canopy cover, avoid Section 4f resource impacts, and maintain parking counts for the adjacent recreational resource.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 18th Street SE Trail Exhibit
2. Resolution 46-24 18th Street SE Trail MNDOT Variance Request
3. 153-090-002 - Design Element Variance Justification Checklist 2024.05.02
4. 153-090-002 - 18th StTrail 2024.05.02



EXISTING LAYOUT



PROPOSED LAYOUT

18TH ST TRAIL		CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350	SURVEY	ARK
1"=10'			DRAWN	MLS
SHEET NUMBER			DESIGNED	MLS
			APPROVED	SPM
			DATE	APR. 2024
			PROJ. NO.	E-174

RESOLUTION NO. 46-24

A resolution requesting a variance from the standard for State Aid Operation
for Project No. S.A.P. 153-090-002

WHEREAS, the City of Owatonna is preparing plans for MSAS 115 - 18th Street South from Linn Avenue to Austin Road.

WHEREAS, Minnesota Rules for State Aid Operation 8820.9961 require 60-degree angled parking with a present ADT of greater than or equal to 3,000 to have a distance between the traffic lane and parking stall to be 19 feet.

WHEREAS, the reasons for this variance request are to promote consistent driver expectations for traffic operation, mitigate environmental impacts of the project by reducing impervious cover and maintaining significant tree canopy cover, avoid Section 4f resource impacts, and maintain parking counts for the adjacent recreational resource.

NOW, THEREFORE BE IT RESOLVED, that the City of Owatonna City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9961, Minimum design standards for 45-degree and 60-degree pull-in diagonal parking, to allow the distance between traffic lane and parking stall for 60-degree parking be less than the required 19 feet;

BE IT FURTHER RESOLVED, that the City of Owatonna City Council hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of SAP 153-090-002 18th St S Trail project in accordance with Minnesota Rules 8820.9961 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

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

Revision Date: 04/18/2022

Design Element Variance Justification Checklist

This checklist should be completed and submitted with required attachments to the State Aid for Local Transportation Division when a local agency has determined that a variance from [Minnesota Rules 8820](#) for State Aid Operations Rules is justified.

The following documents and information are needed when one or more variance requests is identified on a project. Note additional information may be requested by the Variance Advisory Committee after submittal of the checklist and attachments for their investigation.

Ensure to check the box for items attached to this checklist and to respond to all questions. Where the question does not apply to the variance request, note it in the field provided and give a brief explanation on how that was determined.

1. ☒ A variance request cover letter addressed to the State Aid Division Director
2. ☒ A formal written request in the form of a **certified resolution** from the responsible city council or county board that includes the following items. [MN Rules, part 8820.3300, subpart 1, item A](#)

- a. ☒ Identification of the project by location and termini. [MN Rules, part 8820.3300, subpart 1, item B](#)

SAP: 153-090-002 – 18th Street SW/SE from Linn Avenue SW to Austin Rd

- b. ☒ Cite the specific part or standard for which the variance is requested and describe the modification proposed. [MN Rules, part 8820.3300, subpart 1, item C](#)

Rule(s)	Request
8820.9961	To allow the use of pull-in 60 degree diagonal parking stalls on a greater than 3,000 ADT roadway with the distance between traffic lane and parking stall less than the required 19'. Request is 8.4' between travel lane and parking stall.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

A typical resolution format is available on the [State Aid Variance website](#).

3. Define the critical design element involved (i.e. not "Design Speed"): horizontal alignment (radius or degree of curvature), vertical alignment, grades, lane width, shoulder width, bridge

Revision Date: 04/18/2022

width, structural capacity, stopping sight distance (horizontal and vertical), cross slope, super-elevation, clearance (horizontal and vertical).

Minimum distance between traffic lane and parking stall for pull-in 60 degree diagonal parking stalls.

4. For Complete Street consideration, are design elements from *A Policy on Geometric Design of Highway Streets* from the American Association of State Highway and Transportation Officials being proposed for this variance request? [MN Statutes, section 174.75, subdivision 5](#), [MN Statutes, section 162.02, subdivision 3a](#), [MN Statutes, section 162.09, subdivision 3a](#)

☒ No ☐ Yes Reference Page(s)/Table(s): Click or tap here to enter text.

5. For Complete Street consideration, are design elements from *Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities* from the Institute of Transportation Engineers being proposed for this variance request? [MN Statutes, section 174.75, subdivision 5](#) [MN Statutes, section 162.02, subdivision 3a](#), [MN Statutes, section 162.09, subdivision 3a](#)

☒ No ☐ Yes Reference Page(s)/Table(s): Click or tap here to enter text.

6. ☒ Attach an index map of the project. [MN Rules, part 8820.3300, subpart 1a, item A](#)
7. ☒ Attach typical sections for the in-place section(s) and proposed section(s). [MN Rules, part 8820.3300, subpart 1a, item B](#)
8. Provide the **reasons for the request**. [MN Rules, part 8820.3300, subpart 1a, item C](#)

The primary reason for the variance request is to promote better driver expectation on westbound 18th St SE for users of the existing diagonal parking facilities. There is inconsistency in driver behavior for users of the parking facility and traveling motorists, creating confusion. The vast amount of maneuvering space allows for vehicles to back into traffic, or to back into the maneuvering space. Motorists do not have a consistent expectation of the parking facility users. The maneuvering space also acts as another "thru lane" which parking users can use as a means to move from recreational facility to recreational facility without entering traffic or as a merge lane. Both conditions are problematic for the traveling public. Secondary reasons for the variance request include: better environmental impacts by the project (reduction in impervious area and maintaining significant tree cover), reduction in project costs (additional pavement costs, additional storm water management, additional R/W costs), and potential of creating new and less efficient parking facility on site.

9. Include existing and projected traffic counts.

Existing ADT: 6300

Projected ADT: 6960

Revision Date: 04/18/2022

10. a. Include legal and posted speed limits of abutting roadway sections.

30 MPH

- b. Include the legal and posted speed limit on the roadway section.

30 MPH

11. Provide information on the economic impacts which may result from the requested variance. For example compare the difference in cost to construct to standard versus the preferred alternative. [MN Rules, part 8820.3300, subpart 1a, item D](#), [MN Rules, part 8820.3400, subpart 3, item A](#)

If no variance is granted and a similar number of stalls is needed for the recreational complex, roughly 13,000 SF of additional pavement would be required. This conservatively equates to an additional \$78,000 in project costs for pavement section alone. This does not include costs to: increase the underground stormwater management system, remove significant overstory trees, remove and replace park fence, add retaining walls, acquire additional right of way, and the potential to add additional parking stalls onsite.

12. Provide information on the social impacts which may result from the requested variance. [MN Rules, part 8820.3300, subpart 1a, item D](#), [MN Rules, part 8820.3400, subpart 3, item A](#)

There does not appear to be any significant social impacts if the variance was approved.

13. Provide information on the safety impacts which may result from the requested variance. For example provide the summary data on the number of crashes, type of crashes, severity of crashes, and contributing factors and crash modification factors with or without meeting the design element in the variance request. [MN Rules, part 8820.3300, subpart 1a, item D](#), [MN Rules, part 8820.3400, subpart 3, item A](#)

From our best Engineering judgement, we do not see a significant change in safety impacts. By reducing the distance between parking stall and drive lanes, there will be a shorter viewing “window” for vehicles reversing out of a parking stall before the vehicle potentially enters the drive lane. But, the proposed distance between the drive lane and parking stall exceeds the requirement for road with less than 3,000 ADT. Westbound 18th St SE has advantages of a stop condition at the intersection of 18th St SE and Austin Rd, immediately prior to the parking area. Also, the intersection sits above the parking area providing significant sight distance. The existing distance between drive lane and parking field is nearly at the requirement and causes confusion for vehicles traveling on 18th St SE. Vehicles that back out of parking stalls can either back out into the drive lane or, most often, back into the “maneuvering” space. Vehicles that back only into the maneuvering space tend to use that as a merging lane which creates unpredictability in traffic movements. Narrowing the maneuvering space promotes driver

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expectation and predictability. See attached crash summary for the previous 10 years of crashes in the vicinity of the parking area.

14. Provide information on the environmental impacts which may result from the requested variance. [MN Rules, part 8820.3300, subpart 1a, item D](#), [MN Rules, part 8820.3400, subpart 3, item A](#)

If the variance is approved, there would be a reduction in impervious surface on the project, creating more green space. If not, the project would add more impervious area and reduce the tree cover in the area which help reduce heat island effect.

15. Provide information on the effectiveness of the project in eliminating an existing and projected deficiency in the transportation system. [MN Rules, part 8820.3300, subpart 1a, item E](#), [MN Rules, part 8820.3400, subpart 3, item B](#)

The goal of the project is to expand the City's trail system and promote a multi-modal transportation system. Future trail expansion will be occurring on 18th St SE from Austin Road to CSAH 48/Bixby Rd (2026) and the East Side Corridor (Steele County led project) will include a trail from CSAH 48 to CSAH 34 on the east side of the City.

16. Provide information on the effects on adjacent lands. [MN Rules, part 8820.3300, subpart 1a, item F](#), [MN Rules, part 8820.3400, subpart 3, item C](#)

If the variance is not granted, either significant reduction in parking immediately adjacent to the recreational complex will occur, or impacts on the softball and park facilities will occur. If parking is significantly reduced, potential parking expansion may be needed on Steele County Fairgrounds to meet the need. This will result in added costs for less efficient parking.

17. Provide information on the number of persons affected. [MN Rules, part 8820.3300, subpart 1a, item G](#), [MN Rules, part 8820.3400, subpart 3, item D](#)

If the variance is not approved, approximately 950 players in adult softball and youth baseball programs are affected, along with spectators. In addition to the players being affected, there are many other summer tournaments and groups affected. Some of the tournaments and events are significant economic drivers for the City or youth associations. Also, residents and visitors to the city will also be affected with limited parking to gain access to the new and expanded trail system.

18. Provide information on the safety considerations and mitigations as they apply to pedestrians. [MN Rules, part 8820.3300, subpart 1a, item H \(1\)](#), [MN Rules, part 8820.3400, subpart 3, item F](#)

The variance request has no impact on the safety mitigations and considerations of the project for pedestrians. Pedestrians will utilize a multi-use trail in the same fashion as they would if the variance was not approved.

Revision Date: 04/18/2022

19. Provide information on the safety considerations and mitigations as they apply to bicyclists. [MN Rules, part 8820.3300, subpart 1a, item H \(2\), MN Rules, part 8820.3400, subpart 3, item F](#)

The variance request has no impact on the safety mitigations and considerations of the project for bicyclists. Bicyclists will utilize a multi-use trail in the same fashion as they would if the variance was not approved.

20. Provide information on the safety considerations and mitigations as they apply to the motoring public. [MN Rules, part 8820.3300, subpart 1a, item H \(3\), MN Rules, part 8820.3400, subpart 3, item F](#)

The impact on safety will be largely unaffected by the proposed layout of the parking area. The reduction in maneuvering space will create better driver expectations, thus creating consistent traffic operation. Also, the current parking area is used mainly during off-peak times in the evenings and on weekends. Peak times are consistently between 7:30-8:30 AM and 3:30-4:30 PM. The existing roadway is considered to be too wide by current residents and causes confusion when vehicles do back out of the current parking field.

21. Provide information on the safety considerations and mitigations as they apply to fire, police, and emergency units. [MN Rules, part 8820.3300, subpart 1a, item H \(4\), MN Rules, part 8820.3400, subpart 3, item F](#)

The requested variance will still provide ample space for fire, police, and emergency units to maneuver and respond in a timely fashion. The impact on emergency services will not be affected.

22. ☒ Include available accident data in detail that indicates the resulting damage (property damage/injury/death), contributing causes, and location.

The Minnesota Crash Mapping Analysis Tool (MnCMAT) is available thru the SALT Traffic Safety website at <http://www.dot.state.mn.us/stateaid/crashmapping.html>. Note that access to the MnCMAT application requires approval of the city or county engineer. Questions on gaining access or use of the application can be directed to mcmat.dot@state.mn.us.

Crash data for the previous 10 years has been provided and attached.

23. Provide information on the effect on future maintenance. [MN Rules, part 8820.3400, subpart 3, item E](#)

If the variance is granted, future maintenance costs would be reduced from what would be required if the standard was implemented. Operationally, there would be no significant change from constructing to standard or constructing as proposed.

24. Provide information on the effect that the rule and standards may have in imposing an undue burden on a city or county. [MN Rules, part 8820.3400, subpart 3, item G](#)

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The undue burden would be a substantial increase in project and future maintenance costs, additional R/W acquisition, and Section 4F impacts to the recreational facilities adjacent to the parking.

25. Any other pertinent factors.

NA

Variance Submittal

When you are ready to submit this variance request, save the checklist with the project number and Variance Request in the name of the document, e.g., 088-888-008VarianceRequest.doc.

This completed checklist and required attachments should be submitted electronically to your [District State Aid Engineer](#) by the [variance submittal date](#).

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF OWATONNA

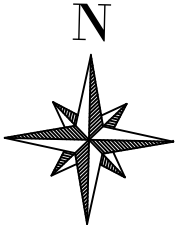
CONSTRUCTION PLAN FOR MULTI-USE BITUMINOUS PATH, CURB & GUTTER
SIDEWALK, DRIVEWAYS, WATERMAIN, STORMWATER BMP, & APPURTENANCES.

LOCATED ON 18TH STREET SOUTH FROM LINN AVE. SW TO AUSTIN RD
IN THE CITY OF OWATONNA

LOCATED IN SECTION 21 T107N R20W, STEELE COUNTY, MN

GEOGRAPHIC LOCATION : SAP 153-090-002 2024 18TH STREET S TRAIL

GROSS LENGTH 3927.28 FEET 0.744 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 3927.28.00 FEET 0.744 MILES



BEGIN SAP 153-090-002
STA. 0+00

END STA. 39+27.28

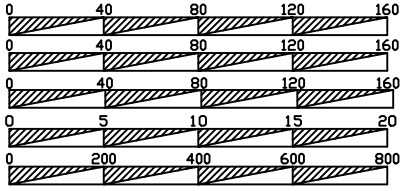
PLANS SYMBOLS

STATE LINE	-----
COUNTY LINE	-----
TOWNSHIP OR RANGE LINE	-----
SECTION LINE	-----
QUARTER LINE	-----
SIXTEENTH LINE	-----
RIGHT OF WAY LINE	-----
PRESENT ROAD R/W LINE	-----
LIMITED ACCESS	-----
PROPERTY LINE(Except Land Lands)	-----
VACATED PLATTED PROPERTY	-----
CORPORATE OR CITY LIMITS	-----
TRUNK HIGHWAY CENTERLINE	-----
RETAINING WALL	-----
STEAM RAILROAD	-----
ELECTRIC RAILROAD	-----
RAILROAD RIGHT OF WAY	-----
CREEK	-----
RAPIDS OR WATER FALL	-----
DRY RUN	-----
DRAINAGE DITCH	-----
HIGH TENSION LINE	-----
POWER POLE LINE	-----
TELEPHONE OR TELEGRAPH LINE	-----
TELEPHONE CONDUIT	-----
GUARD RAIL	-----
WIRE FENCE	-----
RAILROAD SNOW FENCE	-----
BOARD OR HIGHWAY SNOW FENCE	-----
STONE WALL OR FENCE	-----
GAS MAIN	-----
WATER PIPE	-----
SEWER PIPE	-----
DRAIN TILE	-----
GRAVEL PIT	-----
SAND PIT	-----
CLAY PIT	-----
ROCK QUARRY	-----
SPRINGS	-----
MARSH	-----
TIMBER	-----
BRUSH	-----
ORCHARD	-----
ROCK LEDGE	-----
SAND	-----
EDGE OF CUT	-----
TOP OF EMBANKMENT	-----
CATCH BASIN	-----
MANHOLE	-----
DROP INLET	-----
FIRE HYDRANT	-----
ARC LAMP	-----
OTHER LAMPS (STATE KIND)	-----
RAILROAD CROSSING SIGN	-----
RAILROAD CROSSING BELL	-----
ELECTRIC WARNING SIGN	-----
CROSSING GATE	-----
CATTLE GUARD	-----
OVERHEAD (HIGHWAY OVER)	-----
UNDERPASS (HIGHWAY UNDER)	-----
ABUTMENT, WALL & PIER	-----
BRIDGE	-----
CULVERT	-----
BUILDING (ONE STORY FRAME)	-----
C-CONC S-STONE T-TILE B-BRICK ST-STUCCO	-----
HEDGE	-----
IRON PIPE	-----
STONE MONUMENT	-----
WOOD STAKE OR HUB	-----
MEANDER CORNER	-----
EXISTING WATER VALVE	-----
PROPOSED WATER VALVE	-----
ABANDON IN PLACE	-----

UTILITIES SYMBOLS

EXISTING SANITARY SEWER	SS
EXISTING STORM SEWER	ST
EXISTING WATER MAIN	W
EXISTING GAS MAIN	G
EXISTING TELEPHONE	T
EXISTING ELECTRIC	E
EXISTING T. V. CABLE	TV
CONSTRUCT UTILITIES	>
REMOVE CURB & GUTTER	-----
REMOVE SIDEWALK	-----
REMOVE DRIVEWAY PAVEMENT	-----

EXIST. TOPOGRAPHY - 1 INCH = 40 FEET
PLAN - 1 INCH = 40 FEET
PROFILE - HORIZ. - 1 INCH = 40 FEET
VERT. - 1 INCH = 5 FEET
INDEX MAP - 1 INCH = 200 FEET



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL "D." THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, TITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES. PRE-CONSTRUCTION UTILITY LOCATE NO. 232293411, 232293446, 232293485, 232620289, 232620353, 232620354, & 232850214.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CALLING IN A UTILITY LOCATE PRIOR TO COMMENCEMENT OF WORK. A UTILITY LOCATE HAS NOT BEEN REQUESTED AT THE TIME OF DESIGN. PRIVATE UTILITIES MAY EXIST BUT ARE NOT SHOWN ON THE PLANS.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST MN MUTCD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.



PROJECT LOCATION
CITY: OWATONNA
COUNTY: STEELE
DISTRICT: 6

MINN. PROJ. NO. TA 7424 (201)
STATE AID PROJECT 153-090-002

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT

CITY ENGINEERS ASSOCIATION OF MINNESOTA
STANDARD UTILITY SPECIFICATIONS

2023 18TH ST SE TRAIL SAP 153-090-002

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	QUANTITIES & CONSTRUCTION NOTES
SHEET NO. 3	STRUCTURE SCHEDULE, STANDARD PLATES
SHEET NO. 4-12	DESIGN DETAILS & TYPICAL SECTIONS
SHEET NO. 13-21	SWPPP
SHEET NO. 22-26	TRAFFIC CONTROL PLAN
SHEET NO. 27-30	EXISTING & REMOVALS SHEETS
SHEET NO. 31-42	DESIGN PLAN & PROFILE SHEETS
SHEET NO. 43-49	CROSS SECTIONS
SHEET NO. 50	TOTAL VOLUME TABLE
SHEET NO. 1-4	STORM CHAMBER SYSTEM

THIS PLAN CONTAINS 54 SHEETS

DESIGN DESIGNATIONS

2024 18TH STREET SAP 153-090-002

R VALUE.....8 (ASSUMED)
PRESENT AADT (2024).....8150
PROJECTED AADT (2044).....8965
PROJECTED HCADT (2044)..... 61
CESALS (20 YEAR FORECAST)....1,579,000
TON DESIGN.....10
SHOULDER WIDTH.....10
FUNCTIONAL CLASS.....MAJOR COLLECTOR
NUMBER OF TRAFFIC LANES.....2
NUMBER OF PARKING LANES.....2
DESIGN SPEED.....30 MPH
POSTED SPEED LIMIT.....30 MPH
BASED ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE.....3.5 FEET
HEIGHT OF OBJECT.....2.0 FEET

APPROVED PLAN SIGNATURE BLOCK

LOCAL AGENCY SIGNATURES:

Design Engineer: I hereby certify that this plan was prepared by me or under my supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Approved: City Engineer

Date: 5/2/2024 License number: 56804

STATE AID APPROVALS:

District State Aid Engineer: Reviewed for Compliance with State-Aid Rules/Policy

State Aid Engineer: Approved for State Aid Funding

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

TITLE SHEET

STATEMENT OF ESTIMATED QUANTITIES					S.A.P. #153-090-002			
18TH STREET S TRAIL - Linn Ave SW to Austin Rd SE					TOTAL	PARTICIPATING	NON-PARTICIPATING	STORM SEWER
NOTE	ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITIES	ESTIMATED QUANTITIES	ESTIMATED QUANTITIES	ESTIMATED QUANTITIES	ESTIMATED QUANTITIES
	2021.501	MOBILIZATION	EACH	1.00	1.00			
(1)	2101.502	GRUBBING	EACH	27.00	27.00			
(3)	2104.502	SALVAGE SIGN TYPE C	EACH	6.00	6.00			
(2)	2104.502	REMOVE CASTING	EACH	1.00				1
	2104.502	REMOVE GATE VALVE	EACH	2.00			2	
	2104.502	REMOVE HYDRANT	EACH	2.00			2	
	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	7.00			1	6
(5)	2104.503	REMOVE SEWER PIPE (STORM)	LIN. FT.	75.00				75
	2104.503	SAWING BITUMINOUS PAVEMENT(FULL DEPTH)	LIN. FT.	500.00	500.00			
	2104.503	REMOVE CONCRETE CURB & GUTTER	LIN. FT.	3075.00	3075.00			
	2104.503	SAWING CONCRETE PAVEMENT	LIN. FT.	1587.00	1587.00			
	2104.503	REMOVE WATERMAIN	LIN. FT.	50.00			50	
	2104.504	REMOVE SIDEWALK	SQ. YD.	2210.00	2210.00			
	2104.504	REMOVE CONCRETE PAVEMENT	SQ. YD.	1352.00	1352.00			
	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	203.00	203.00			
	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	3750.00	3750.00			
	2105.607	SELECT GRANULAR BORROW	TON	100.00	100.00			
(P)	2105.607	COMMON EXCAVATION (P)	CU. YD	3148.00	3148.00			
	2105.609	STABILIZING AGGREGATE	TON	100.00	100.00			
	2108.504	GEOTEXTILE FABRIC, TYPE V	SQ. YD.	5450.00	5450.00			
(6)	2211.507	AGGREGATE BASE CL. 5	TON	2415.00	2415.00			
	2301.602	DRILL & GROUT DOWEL BAR (1/2" DEFORMED EPOXY COATED)	EACH	40.00	40.00			
	2301.602	DRILL & GROUT DOWEL BAR (1" SMOOTH EPOXY COATED)	EACH	81.00	81.00			
	2301.602	DRILL & GROUT DOWEL BAR (1" DEFORMED EPOXY COATED)	EACH	78.00	78.00			
(6)	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	75.00	75.00			
(6)	2360.509	TYPE SP 12.5 WEARING COURSE (2,C)	TON	1005.00	1005.00			
	2502.503	6" HDPE PIPE DRAIN WITH SOCK	LIN. FT.	150.00	150.00			
	2502.503	6" PVC PIPE DRAIN SDR 35 (SOLID)	LIN. FT.	39.00				39
	2503.503	12" R.C. PIPE SEWER CLASS V	LIN. FT.	30.00				30
	2503.503	15" R.C. PIPE SEWER CLASS V	LIN. FT.	30.00				30
	2503.503	18" R.C. PIPE SEWER CLASS V	LIN. FT.	15.00				15
	2503.602	SUMP PUMP SERVICE RELOCATE	EACH	1.00				1
	2504.573	HYDRANT ASSEMBLY	EACH	2.00			2	
	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2.00			2	
	2504.602	6" GATE VALVE & BOX	EACH	2.00			2	
	2504.603	6" WATERMAIN, C-900	LIN. FT.	50.00			50	
	2504.608	WATERMAIN FITTINGS*	LBS	150.00			150	
	2506.503	CONST. DR. STR. DESIGN 2' X 3'	LIN. FT.	11.90				11.9
	2506.503	CONST. DR. STR. DESIGN 48" - 4020 COVER	LIN. FT.	13.20				13.2
	2506.503	CONST. DR. STR. DESIGN 60" - 4020 COVER	LIN. FT.	10.30				10.3
	2506.503	CONST. DR. STR. DESIGN 96" - 4020 COVER	LIN. FT.	5.70				5.7
	2506.502	CASTING ASSEMBLY, R-2510-A (BEEHIVE)	EACH	1.00				1
	2506.502	CASTING ASSEMBLY, R-3067	EACH	5.00				5
	2506.502	CASTING ASSEMBLY, R-2533 (GRATE)	EACH	1.00				1
	2506.502	CASTING ASSEMBLY, R-1733-B	EACH	2.00				2
(2)	2506.502	ADJUST FRAME & RING CASTING	EACH	4.00				4
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	4.00				4
	2521.518	4" CONCRETE WALK	SQ.FT.	485.00	485.00			
	2521.518	6" CONCRETE WALK	SQ.FT.	3258.00	3258.00			
	2531.503	CONCRETE CURB & GUTTER, B-624	LIN. FT.	1410.00	1410.00			
	2531.503	CONCRETE CURB & GUTTER, B-618	LIN. FT.	1575.00	1575.00			
	2531.504	6"TH CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	114.00	114.00			
	2531.504	7" TH. CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	725.00	725.00			
	2531.618	TRUNCATED DOMES	SQ.FT.	382.00	382.00			
	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00			
	2564.618	FURNISH SIGN PANELS TYPE C	SQ. FT	61.25	61.25			
	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	6.00	6.00			
	2573.502	STORM DRAIN INLET PROTECTION	EACH	21.00	21.00			
	2573.503	SEDIMENT CONTROL LOG, TYPE ROCK	LIN. FT.	100.00	100.00			
	2573.503	SEDIMENT CONTROL LOG, TYPE STRAW	LIN. FT.	1000.00	1000.00			
	2574.507	COMMON TOPSOIL BORROW	CU. YD	447.00	447.00			
	2575.504	SODDING, TYPE LAWN	SQ. YD.	2555.00	2555.00			
	2575.505	HYDRO-SEEDING (RAPID STABILIZATION METHOD 2)	ACRE	0.78	0.78			
	2582.503	4" SOLID LINE PAINT	LIN. FT.	2925.00	2925.00			
	2582.518	CROSSWALKK PAINT GR IN	SQ. FT	450.00	450.00			
(10)		STORM CHAMBER SYSTEM	LUMP SUM	1.00	1.00			

CONSTRUCTION NOTES:

- (1) AREA PREVIOUSLY CLEARED. CONTRACTOR TO GRUB CLEARED AREA.
- (2) INCLUDES 6 STORM MHs, 4 CATCH BASINS AND 1 WATERMAIN MH.
- (3) ALL SIGNS REMOVED DURING CONSTRUCTION SHALL BE SALVAGED AND RE-INSTALLED. SALVAGED SIGNS WILL NOT BE PLACED DIRECTLY ON THE GROUND
- (4) REMOVAL LIMITS SHALL BE MARKED BY THE ENGINEER.
- (5) INCLUDES 20 L.F. 12" RCP AND 30 L.F 15" RCP
- (6) BASIS OF ESTIMATED QUANTITIES: SELECT GRANULAR BORROW AND AGGREGATE CLASS 5 - 3870 LBS/CU. YD. BITUMINOUS MATERIAL FOR MIXTURE - 115 LBS/IN/SQ. YD., BITUMINOUS MATERIAL FOR TACK - 0.07 GAL/SQ. YD.
- (7) RELOCATE (EACH) INCLUDES ALL 2" PVC, INSERTA TEE (FOR 4" PVC), CORE DRILLING (FOR STRUCTURES) AND METAL-BANDED FERNCO-STYLE COUPLER.
- (8) PEDESTRIAN CURB RAMPS AND SIDEWALK SHALL MEET ADA STANDARDS FROM MN/DOT STANDARD PLANS NO. 5-297.250 AND 5-297.254. ADDITIONAL SIDEWALK REMOVAL MAY BE REQUIRED.
- (9) INCLUDES F & I SEED MIXTURE 25-151 OR 25-131 BROADCAST AT A RATE OF 59 LBS/ACRE AND FERTILIZER TYPE 3 (SLOW RELEASE) ANALYSIS 22-5-10 AT A RATE OF 350 LBS/ACRE.
- (10) UNDERGROUND FILTRATION SYSTEM TO INCLUDE PIPE SECTIONS FOR CONNECTION TO STRUCTURES AND ALL COMPONENTS NEEDED TO MAKE SYSTEM FUNCTIONAL.

(P) ITEMS WILL BE PAID AS PLANNED QUANTITIES.

GENERAL NOTES:

1. CONTRACTOR SHALL REMOVE WATERMAIN, SANITARY SEWER, STORM SEWER, AND ALL STRUCTURES & APPURTENANCES NECESSARY FOR THE INSTALLATION OF NEW FACILITIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO LOCAL BUSINESSES AND RESIDENCES AT ALL TIMES. COSTS ASSOCIATED WITH PROVIDING ACCESS TO LOCAL PROPERTIES SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF ALL UTILITY POINTS OF CONNECTION PRIOR TO CONSTRUCTION OF ANY PROPOSED UTILITIES. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS ANY DISCREPANCY.
4. CONTRACTOR SHALL POTHOLE ALL UTILITY CROSSINGS PRIOR TO CONSTRUCTION OF NEW UTILITIES TO VERIFY DEPTHS OF EXISTING LINES, AND CONTACT THE ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE DISCOVERED. ALL UTILITY CONNECTIONS SHALL BE SEQUENCED FROM THE DOWNSTREAM SIDE OF THE SYSTEM.
5. EXCAVATE AND CONSTRUCT ALL TRENCHES AND SLOPES PER OSHA REQUIREMENTS.
6. STOCKPILES SHALL BE PROPERLY PROTECTED. (INCIDENTAL)

GPS
SURVEY

MLS
DRAWN

MLS
DESIGNED

SPM
APPROVED

MAY 2024
DATE

E-174
PROJ. NO.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
PRINT NAME: SEAN P. MURPHY
SIGNATURE: 
DATE: 5/2/2024
LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST. TRAIL- S.A.P. 153-090-002
STATEMENT OF ESTIMATED QUANTITIES & CONSTRUCTION NOTES

18TH ST TRAIL

NO SCALE

SHEET NUMBER

2 OF 54

STRUCTURE SCHEDULE - 18TH ST. TRAIL												
STRUCTURE NO.	STATION	LOCATION	TYPE	REMOVE CASTING (EACH)	ADJUST CASTING (EACH)	REMOVE STRUCTURE (EACH)	REMOVE GATE VALVE & BOX (EA)	GATE VALVE & BOX (EACH)	RECONSTRUCT (FEET)	STRUCTURE (TYPE)	F & I CASTING (TYPE)	REMARKS
EX CB-20	.0+26.32	23.43' RT	STORM			1						TO BE REPLACED (CB-120)
CB-120	0+20.28	32.00' RT	STORM						4.6	2' x 3' CB	R-3067-L	
EX STMH-11	3+97.00	12.22 RT	STORM	1							R-3067-L	REPLACE WITH CB ASSEMBLY R-3067-L
EX STMH 12	5+30.77	16.01 RT	STORM			1						
STMH-112	5+30.78	16.01 RT	STORM						5.8	96"- 4020	R-3067-C	INSTALL 96" ROUND STRUCTURE
EX STMH -13	6+60.28	16.79 RT	STORM		1							
EX CB-22	5+36.41	20.40 RT	STORM			1						REMOVE STRUCTURE &TIE 12" RCP TO NEW 96" STMH 112
EX STMH-14	8+89.97	16.20 RT	STORM		1							
EX STMH-15	9+74.23	16.27 RT	STORM		1							
EX STMH-16	10+99.03	16.55 RT	STORM		1							
EX CB-26	10+04.00	27.8 RT	STORM			1						
CB-126	10+10.15	31.3' RT	STORM						4.6	48"-4020	R 2510-A	INSTALL R2510-A (BEEHIVE)
EX CB-60	12+43.47	20.06 RT	STORM			1						
CB-160	12+42.67	12.27 RT	STORM						2.7	2' x 3' CB	R 3067-L	
EX WMH-1	17+73.61	30.50 LT	WATER			1						TO BE REPLACED WITH GATE VALVE AND BOX
EX CB-50	35+25.11	21.36 LT	STORM			1						
STMH -1			STORM						10.3	60"	R-1733-B	
STMH -2			STORM						4.03	48"	R-1733-B	
STMH -3			STORM						4.4	48"	R-2533	

MnDOT STANDARD PLATES & STANDARD PLANS	
PLATE NO.	ITEM
3000 M	REINFORCED CONCRETE PIPE
4000 J	MANHOLE OR CATCH BASIN
4002 F	MANHOLE OR CATCH BASIN
4006 L	MANHOLE OR CATCH BASIN
4007 C	PRECAST MECHANICAL JOINT SEWER MANHOLE
4010 I	MANHOLE SHORT CONE AND ADJUSTING RINGS
4011 E	PRECAST CONCRETE BASE
4020 J	MANHOLE OR CATCH BASIN COVER
4026 B	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101 D	RING CASTING FOR MANHOLE OR CATCH BASIN
4110 F	COVER CASTING FOR MANHOLE
4180 J	MANHOLE OR CATCH BASIN STEP
7038 A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100 H	CONCRETE CURB AND GUTTER
7111 J	INSTALLATION OF CATCH BASIN CASTING
7112 C	INSTALLATION & REINFORCEMENT OF CATCH BASIN CASTING
8000 K	CHANNELIZERS
PLAN NO.	ITEM
5-297.250	PEDESTRIAN CURB RAMP DETAILS
5-297.254	DRIVEWAY AND SIDEWALK DETAILS

GPS

SURVEY

MLS

DRAWN

MLS

DESIGNED

SPM

APPROVED

MAY 2024

DATE

E-174

PROJ. NO.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: SEAN P. MURPHY



SIGNATURE: 

DATE: 5/2/2024

LC. NO. 56604

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

18TH ST. TRAIL- S.A.P. 153-090-002

STRUCTURE SCHEDULE & NOTES

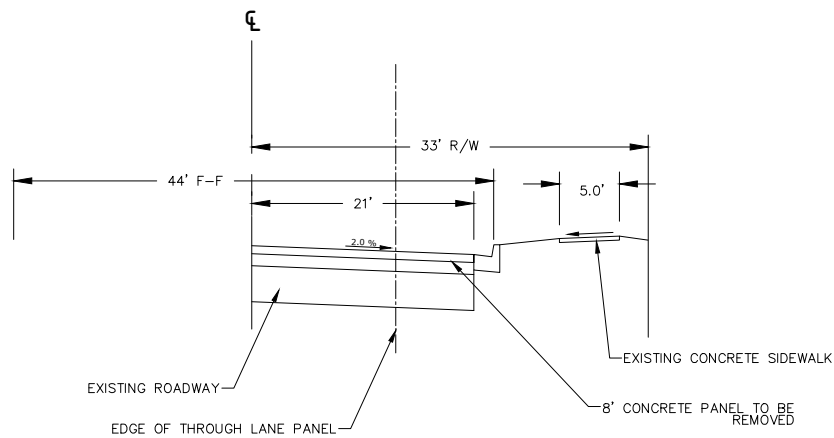
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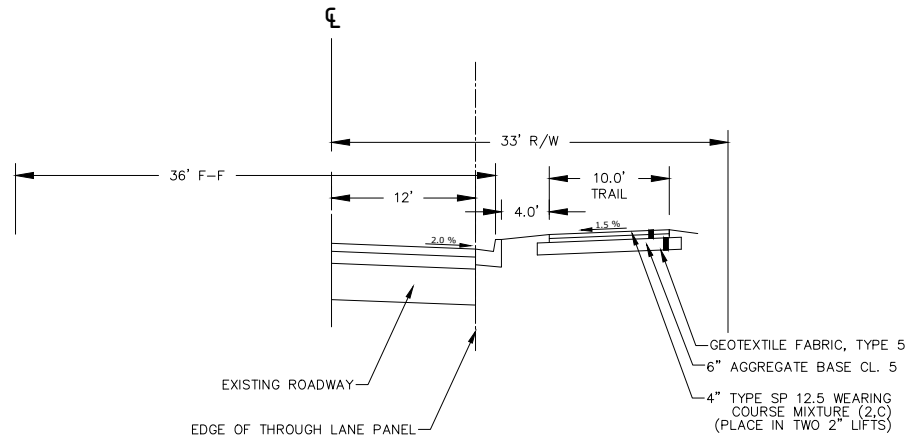
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3 OF 54

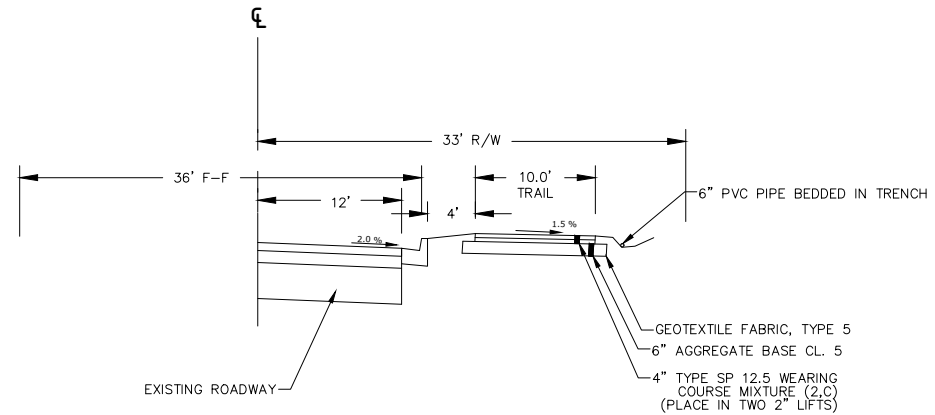
Page 144 of 252



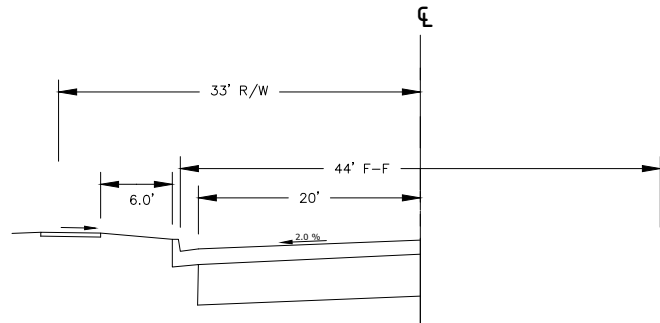
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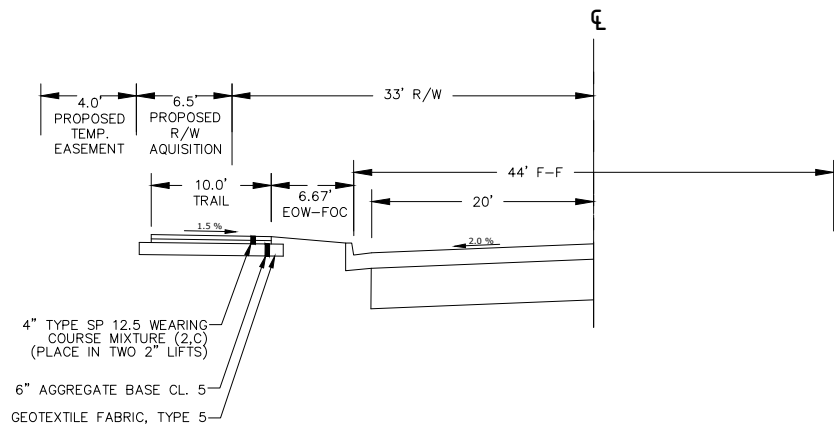
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TYPICAL SECTION
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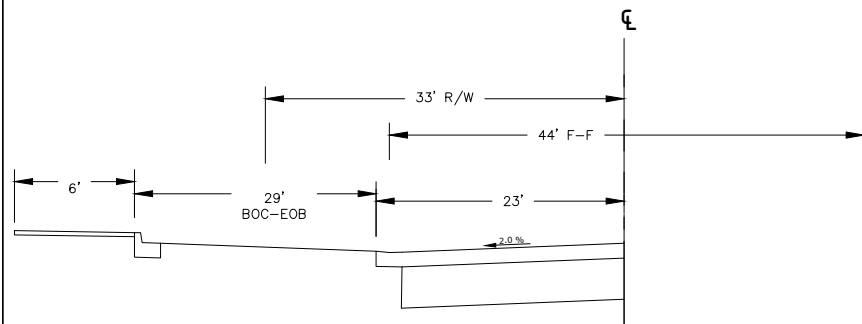
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- STA. 9+92 TO STA. 12+70



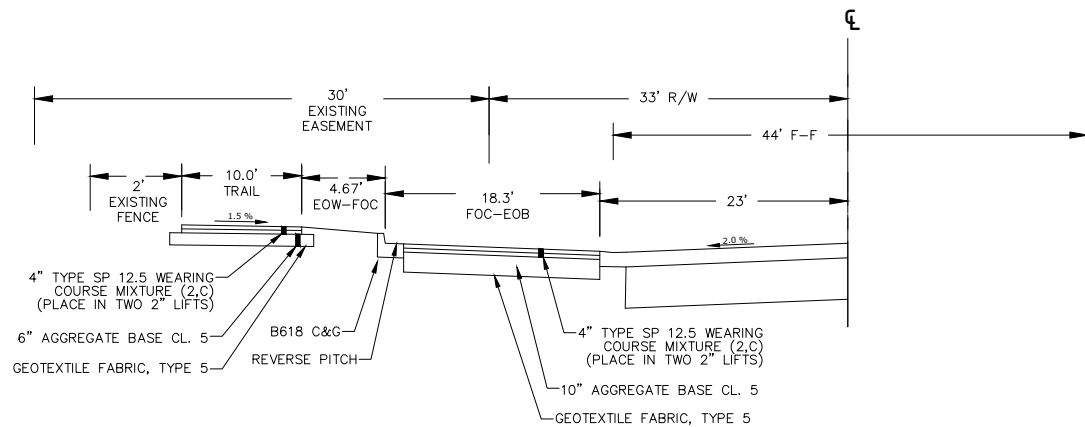
EXISTING
TYPICAL SECTION
- STA. 13+40 TO STA. 26+50



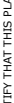
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- STA. 13+40 TO STA. 26+50

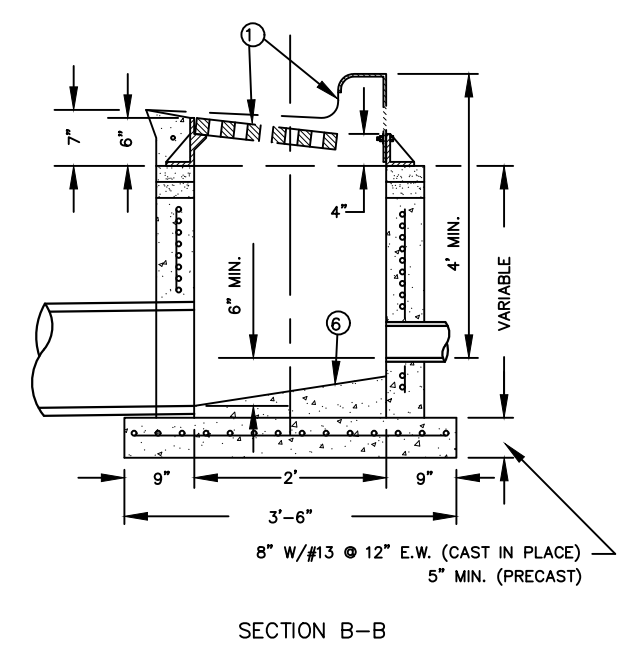
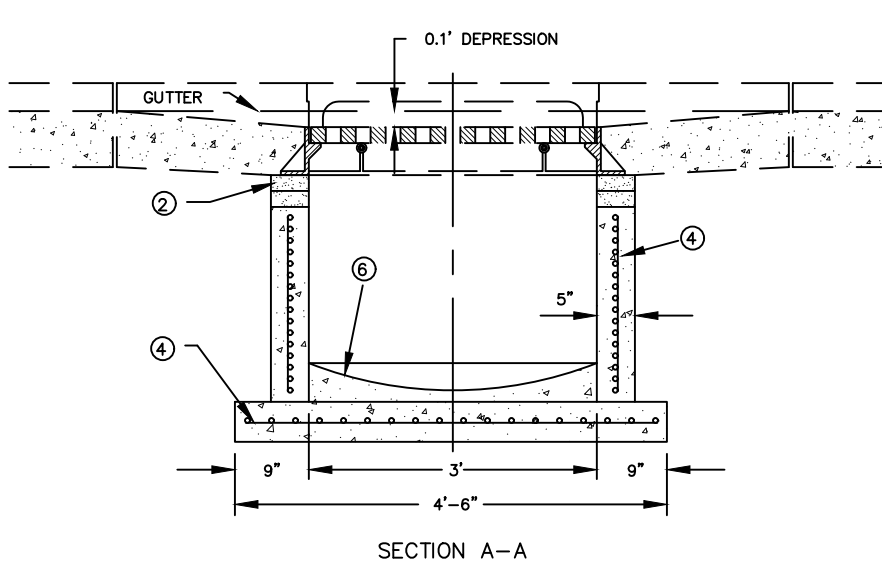
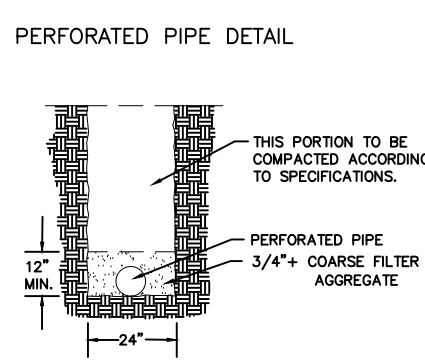
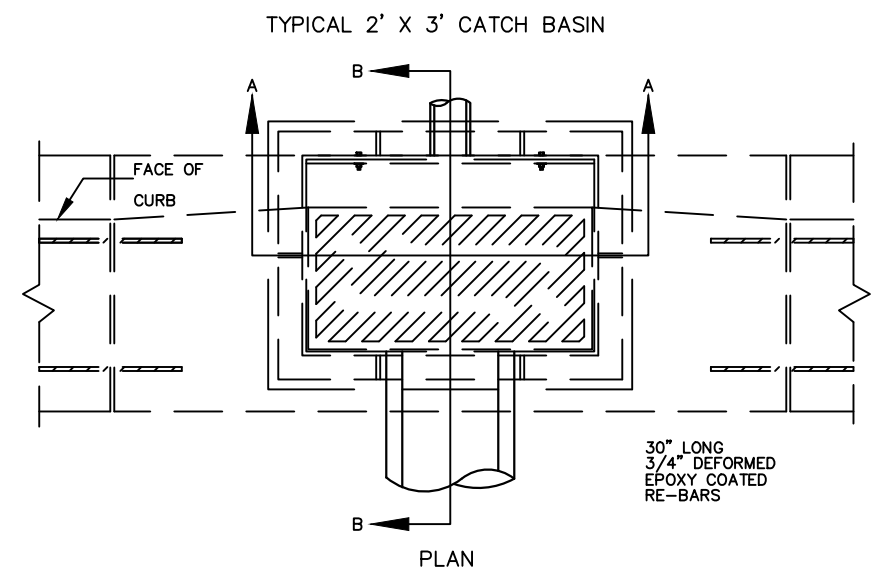


EXISTING
TYPICAL SECTION
OFF STREET PARKING
- STA. 26+50 TO STA. 39+00



PROPOSED
TYPICAL SECTION
OFF STREET PARKING
- STA. 26+50 TO STA. 39+00

CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350		CITY OF OWATONNA 18TH ST. TRAIL -S.A.P. 153-090-002 TYPICAL SECTIONS		18TH ST TRAIL		1"=8'		SHEET NUMBER 4 OF 54	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY		SURVEY DRAWN DESIGNED APPROVED DATE PROJ. NO.		GPS MLS MLS SPM MAY 2024 E-174					
SIGNATURE: 		DATE: 5/2/2024		LIC. NO. 56604					



- NOTES
- REFER TO PLANS CASTINGS ASSEMBLIES TABLE PAGE 3 FOR TYPE OF FRAME, GRATE AND CURB BOX.
 - ADJ. RINGS SHALL BE PER S.D.P. 4026A, AND BE FULLY MORTARED. HEIGHT OF RINGS SHALL BE 2" MIN.-10" MAX. WITH 3 RINGS MAXIMUM.
 - STRUCTURE SHALL BE PRECAST CONCRETE.
 - REINFORCING SHALL BE A MINIMUM OF SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT EACH DIRECTION.
 - NO STEPS REQUIRED.
 - PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF STRUCTURE AND TO DIRECT THE FLOW TO OUTLET AT MIN. SLOPE OF 1/4" PER FOOT. MINIMUM CONCRETE THICKNESS AT OUTLET 1 1/2".

SURVEY	GPS	
DRAWN	MLS	
DESIGNED	MLS	
APPROVED	SPM	
DATE	MAY 2024	
PROJ. NO.	E-174	

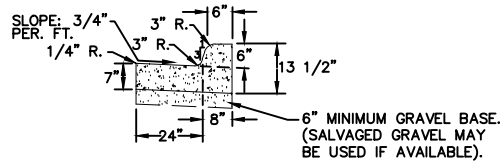
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PRINT NAME: SEAN P. MURPHY	
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CITY OF OWATONNA	
ENGINEERING DEPARTMENT	
540 WEST HILLS CIRCLE	
Owatonna, MN 55060	
Phone: 507-444-4350	

CITY OF OWATONNA	
18TH ST. TRAIL- S.A.P. 153-090-002	
DETAILS	

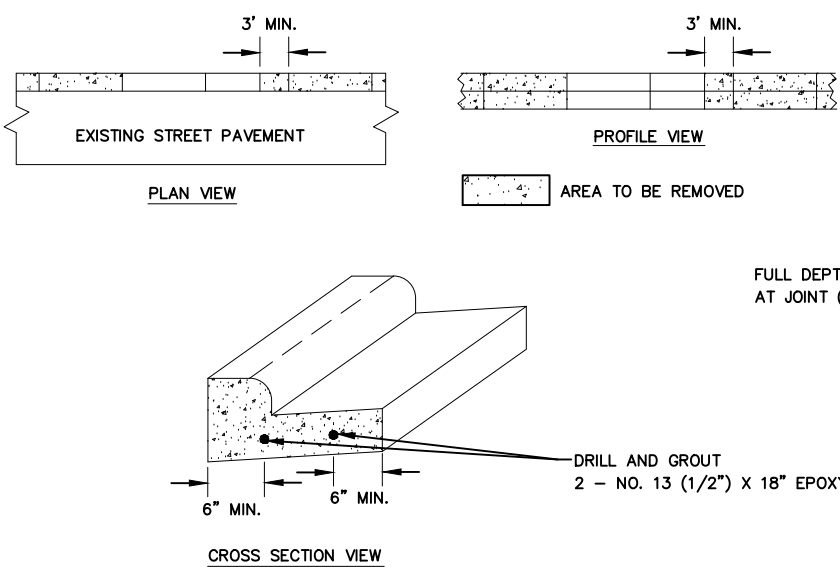
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SHEET NUMBER	
5 OF 54	

CONCRETE CURB & GUTTER
MN. D.O.T. SPEC. 2531 DESIGN B-624

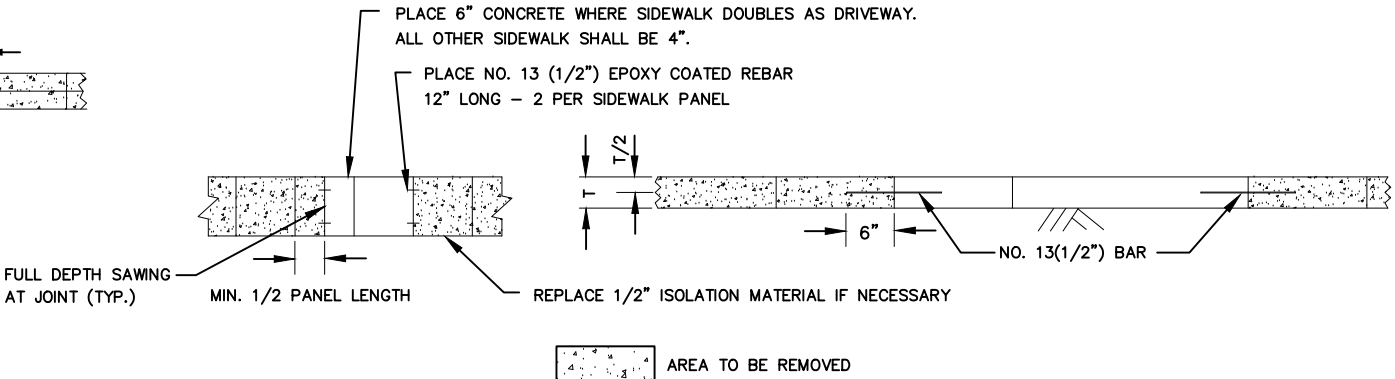


NOTE: SOME PLACES WHERE C. & G. IS TO BE EXTENDED FROM EXISTING C. & G., THERE EXISTS A 1' TO 2' DROP DOWN (BULLNOSE) PIECE THAT MUST BE REMOVED - SAWING REQUIRED. (CONSIDERED INCIDENTAL) CONTRACTION JOINTS SHALL BE PROVIDED AT 8' INTERVALS IN THE CURB & GUTTER. EXPANSION JOINTS SHALL BE PLACED AT THE ENDS OF ALL CURVED SECTIONS AND APPROXIMATELY EVERY 200 FEET IN THE CURB & GUTTER.

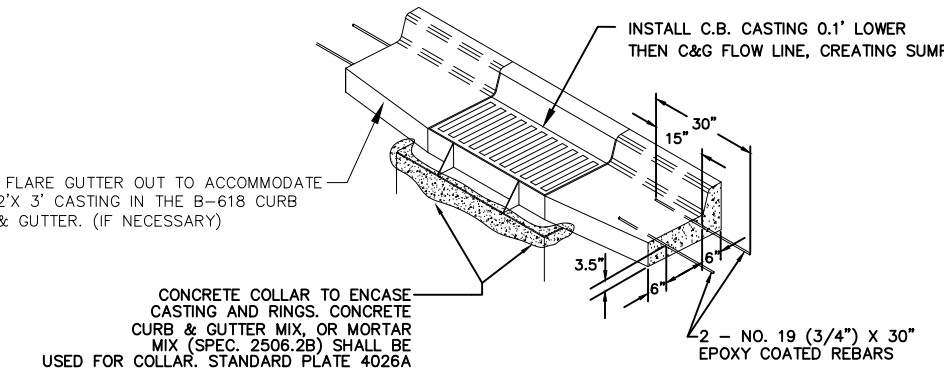
TYPICAL CURB AND GUTTER REPAIR



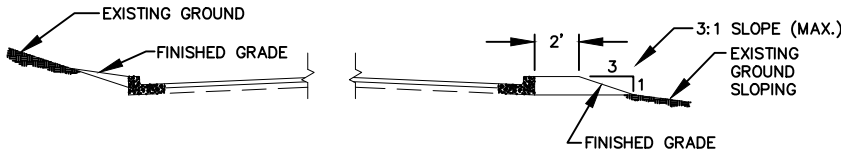
TYPICAL SIDEWALK REPAIR



TYPICAL CURB AND GUTTER CONSTRUCTION AT CATCH BASIN

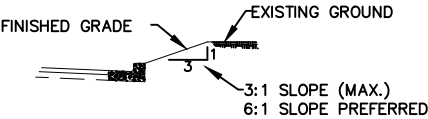


SOME TYPICAL SECTIONS FOR BACK FILLING BEHIND CURB & GUTTER ON THIS PROJECT ARE SHOWN BELOW.



TYPICAL SECTION IN FILL AREA

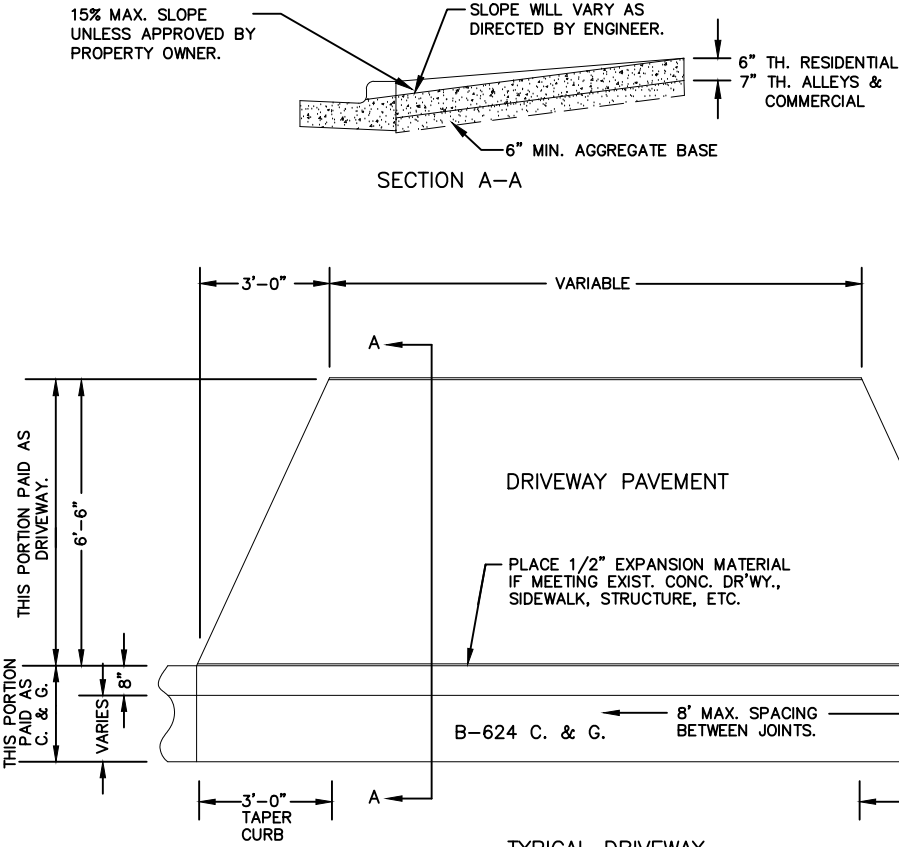
CONSTRUCT 2' BERM AND SIDE SLOPE (SEE RIGHT SIDE ABOVE) OR FILL TO LINE WHERE DRAINAGE WILL GO TO CURB (SEE LEFT SIDE ABOVE). USE SELECT MATERIAL FROM PROJECT. SEE SPECIAL PROVISIONS FOR INFORMATION ON BLACK DIRT & SOD PLACEMENT. CONTRACTOR SHALL PLACE SELECT MATERIAL TO R/W LINE, IF NECESSARY TO OBTAIN DRAINAGE TO CURB.



TYPICAL SECTION IN CUT AREA
BACK SLOPE AS SHOWN (INCIDENTAL WORK).

PEDESTRIAN CURB RAMP

PEDESTRIAN CURB RAMPS SHALL BE INSTALLED PER MNDOT STANDARD PLAN 5-297.250



NOTE: CONTRACTION JOINTS (1 1/2" DEEP) SHALL BE PLACED AS DIRECTED. 8' MAXIMUM SPACING MATCHING C. & G. JOINTS.

GENERAL NOTES

NOTE: FINAL ADJUSTMENT OF MANHOLES AND CATCH BASINS CONSTRUCTED UNDER THIS CONTRACT WILL BE CONSIDERED INCIDENTAL WORK.

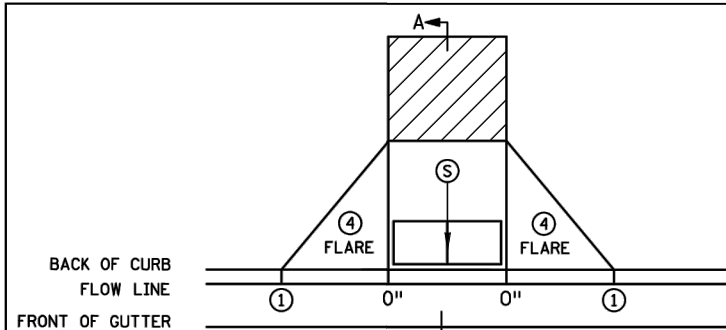
NOTE: ALL MANHOLE ACCESS CASTINGS SHALL BE ADJUSTED TO BETWEEN 1/8" AND 1/4" BELOW STREET SURFACE BEFORE PAVEMENT IS PLACED. WORK SHALL CONFORM TO MN. D.O.T. SPEC. 2506

NOTE: MAILBOXES
ALL MAILBOXES REMOVED FOR CONSTRUCTION SHALL BE TEMPORARILY REPLACED (IMMEDIATELY) BY THE CONTRACTOR IN POSITIONS APPROVED BY THE POST OFFICE. ALSO, AFTER THE C. & G. IS PLACED THE CONTRACTOR SHALL PERMANENTLY SET THESE MAILBOXES IN THE LOCATIONS APPROVED BY THE POST OFFICE AND ACCORDING TO THEIR REGULATIONS. THIS IS CONSIDERED INCIDENTAL WORK.

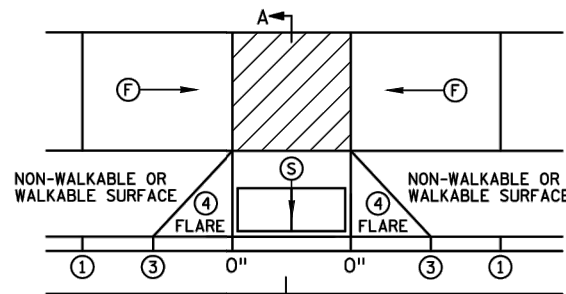
NOTE: TRAFFIC CONTROL
THE PLAN DRAWN FOR TRAFFIC CONTROL IS GENERIC. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SET UP AND MAINTAIN A SAFE WORK ZONE. FOLLOW EXAMPLES SHOWN IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

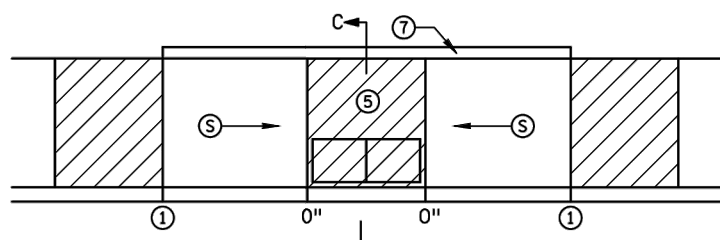
GPS	SURVEY	GPS	18TH ST TRAIL
MLS	DRAWN	MLS	NO SCALE
MLS	DESIGNED	MLS	SHEET NUMBER
SPM	APPROVED	SPM	6 OF 54
DATE	MAY 2024	DATE	5/2/2024
PROJ. NO.	E-174	PROJ. NO.	E-174
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA			
PRINT NAME: SEAN P. MURPHY			
SIGNATURE: [Signature]			
DATE: 5/2/2024			
LIC. NO. 56604			
CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350			
CITY OF OWATONNA 18TH ST TRAIL - S.A.P. 153-090-002 MULTI-USE TRAIL, CURB & GUTTER, STORM SEWER DETAILS			



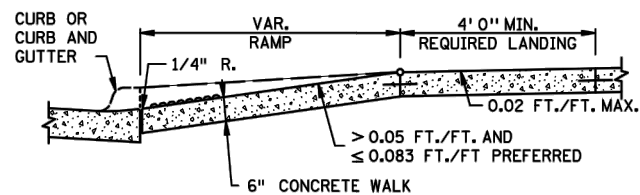
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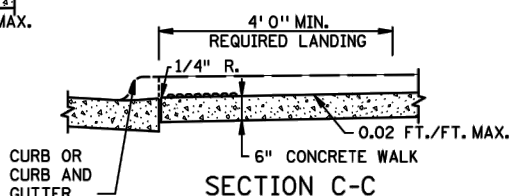
TIERED PERPENDICULAR



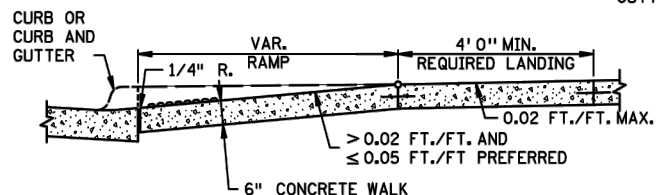
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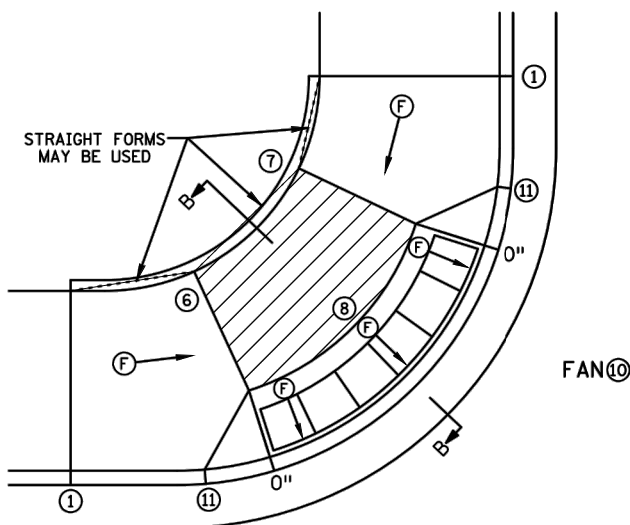
SECTION A-A
PERPENDICULAR/TIERED/DIAGONAL



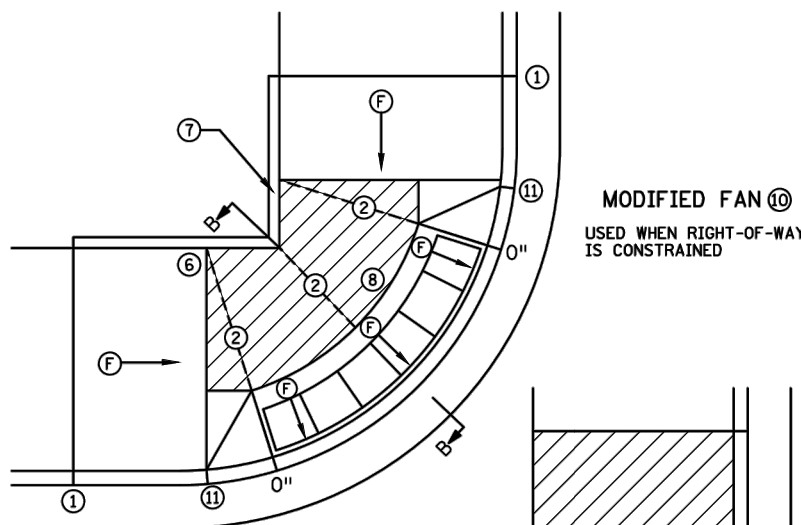
SECTION C-C
PARALLEL/DEPRESSED CORNER



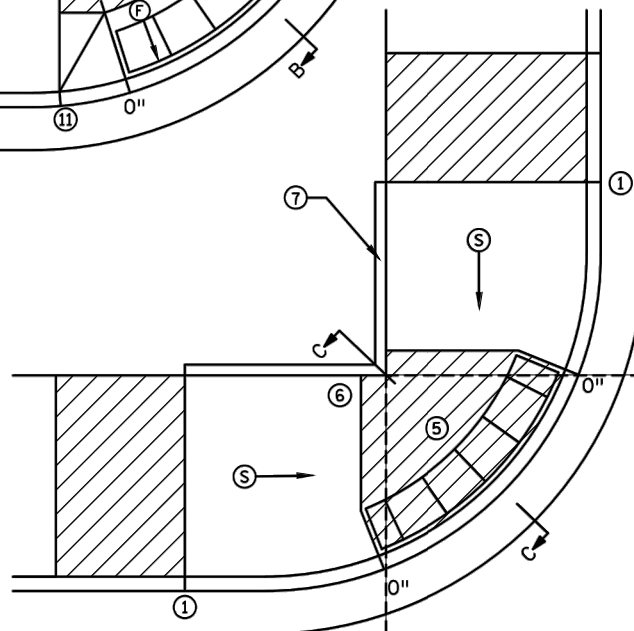
SECTION B-B
FAN



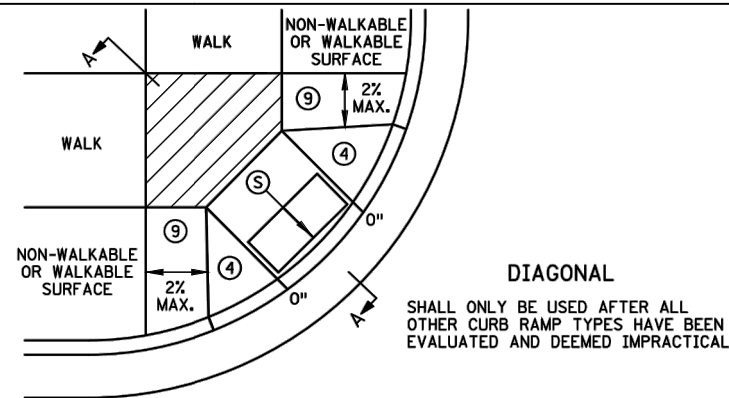
FAN ⑩



MODIFIED FAN ⑩
USED WHEN RIGHT-OF-WAY
IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMP THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%. INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH, (EXCEPT AS STATED IN ⑥ BELOW).

TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.

WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMP. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

- ① MATCH FULL HEIGHT CURB.
- ② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- ③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- ④ SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- ⑤ DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- ⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- ⑦ WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE V. CURB. IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- ⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- ⑨ PAVE FULL WALK WIDTH.
- ⑩ "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- ⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- ⑥ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
- ⑦ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
- X" CURB HEIGHT

LEAD
EXPERT
OFFICE

JEFFREY PERKINS
OPERATIONS DIVISION



PEDESTRIAN CURB RAMP DETAILS

APPROVED: 11-04-2021
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

STANDARD
PLAN
5-297.250

1 OF 6

STANDARD PLAN

STATE PROJ. NO.

SHEET NO.

TRUNK HWY.

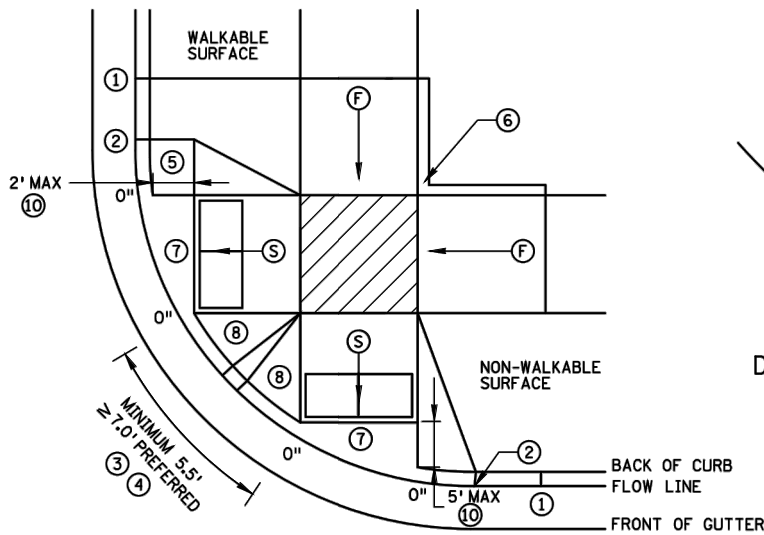
TOTAL SHEETS

SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

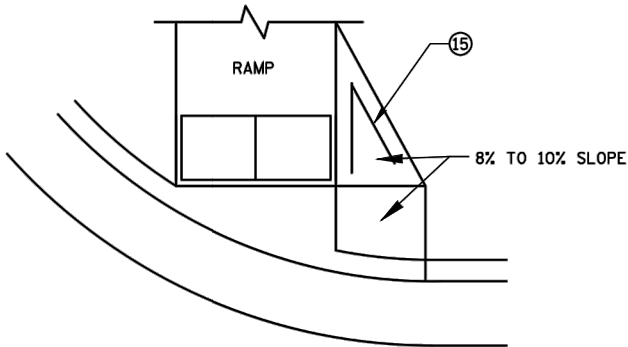
CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST. TRAIL- S.A.P. 153-090-002
DESIGN PLAN & PROFILE

18TH ST TRAIL
NO SCALE
SHEET NUMBER
7 OF 54

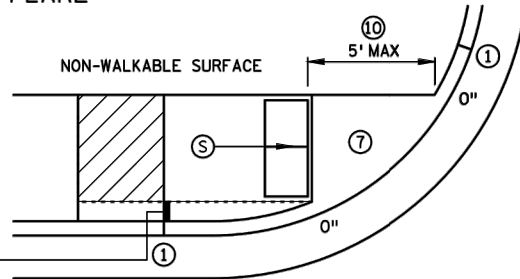


COMBINED DIRECTIONAL

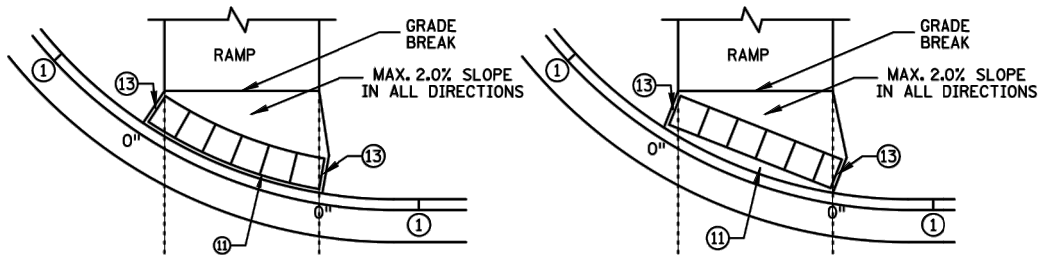


DIRECTIONAL RAMP WALKABLE FLARE

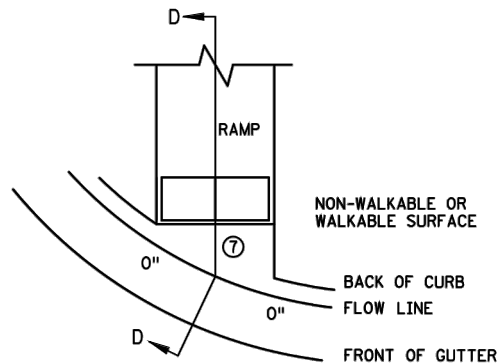
IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.



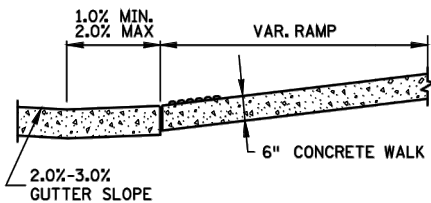
STANDARD ONE-WAY DIRECTIONAL ⑨



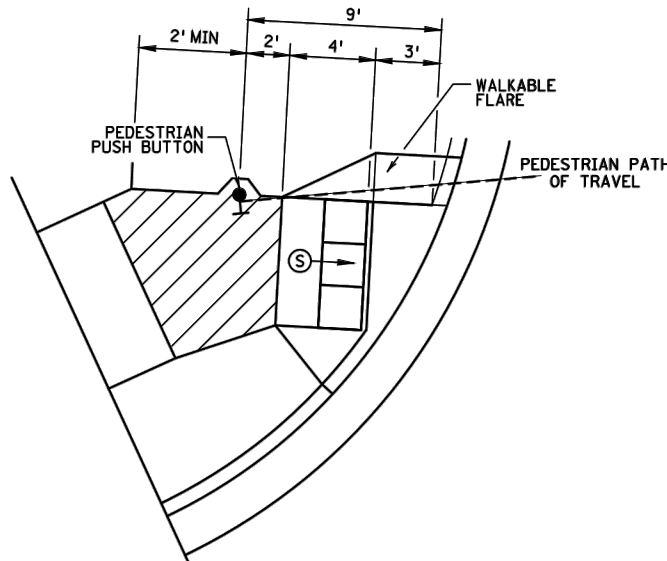
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



CURB FOR DIRECTIONAL RAMPS ⑭



SECTION D-D



SEMI-DIRECTIONAL RAMP ③④⑨

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB
PRIMARYLY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

⑮ PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

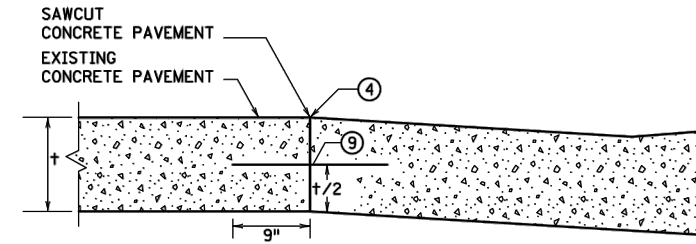
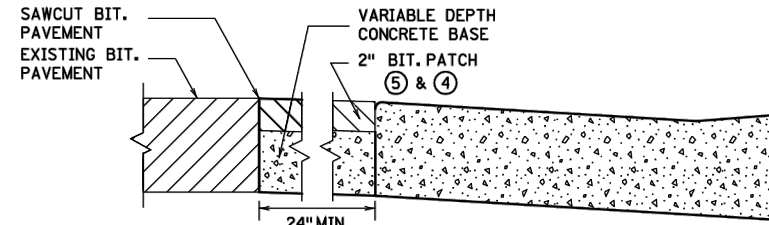
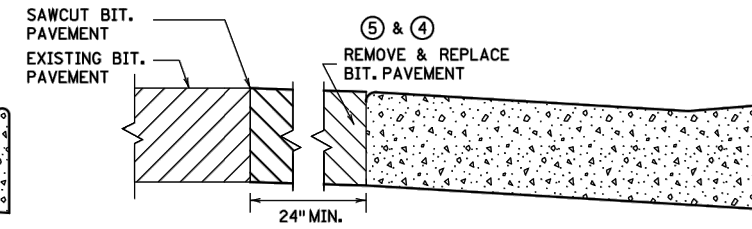
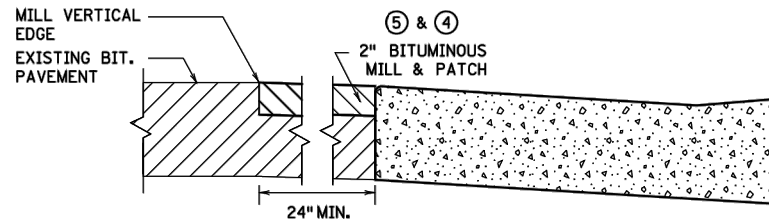
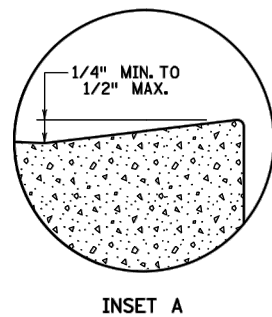
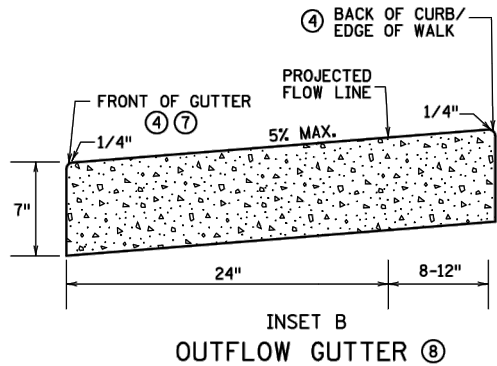
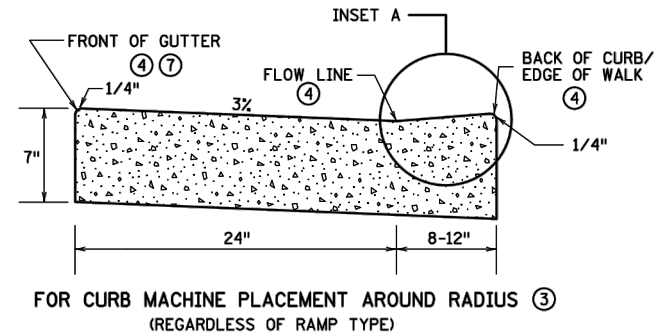
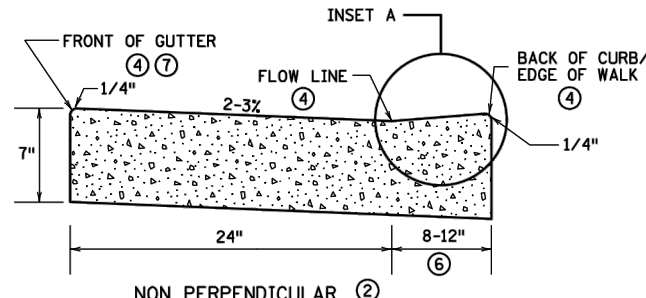
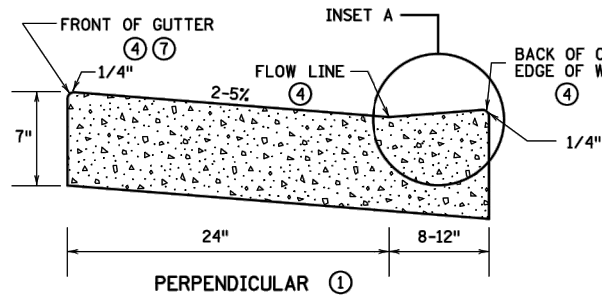
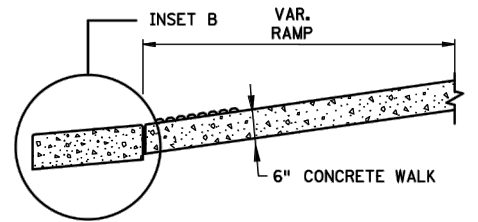
⑥ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

X" CURB HEIGHT

LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	2 OF 6
		STANDARD PLAN		STATE PROJ. NO.	SHEET NO.	
				TRUNK HWY.	TOTAL SHEETS	

SURVEY	GPS	MIS	E-174
DRAWN	MIS	DESIGNED	MIS
APPROVED	SPM	DATE	MAY 2024
PROJECT NO.	56604	LIC. NO.	56604
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA	PRINT NAME:	SEAN P. MURPHY	DATE
CITY OF OWATONNA	ENGINEERING DEPARTMENT	540 WEST HILLS CIRCLE	Owatonna, MN 55060
18TH ST. TRAIL	S.A.P. 153-090-002	Phone: 507-444-4350	DESIGN PLAN & PROFILE
18TH ST TRAIL	NO SCALE	SHEET NUMBER	8 OF 54



ONLY ALLOWED PER ENGINEER'S APPROVAL

PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

1 FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMP.

2 FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.

3 BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.

4 THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

5 ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

6 VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.

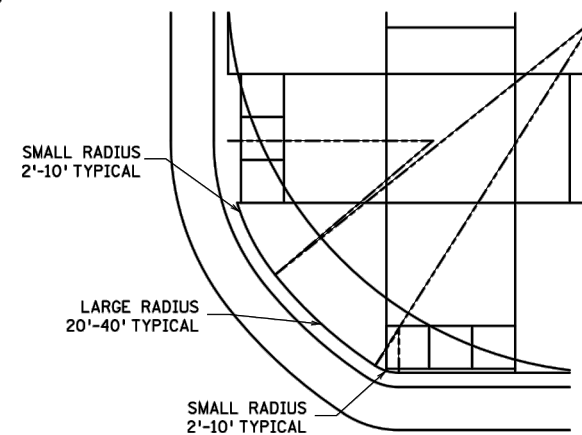
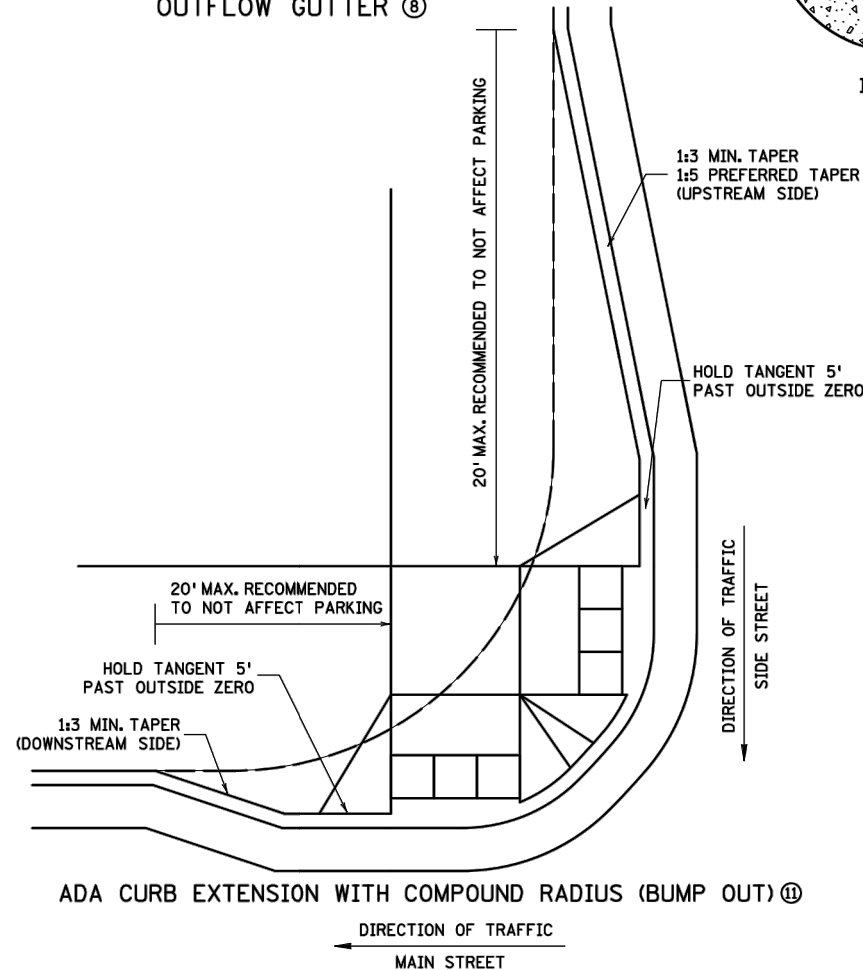
7 TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.

8 SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.

9 DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.

10 HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.

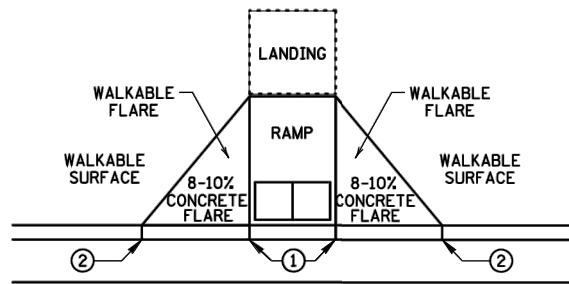
11 CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.



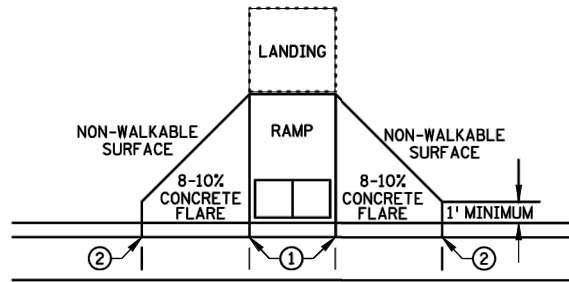
COMBINED DIRECTIONAL 10 (COMPOUND RADIUS)

LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	3 OF 6
m DEPARTMENT OF TRANSPORTATION		STANDARD PLAN		STATE PROJ. NO.	SHEET NO.	
				TRUNK HWY.	TOTAL SHEETS	

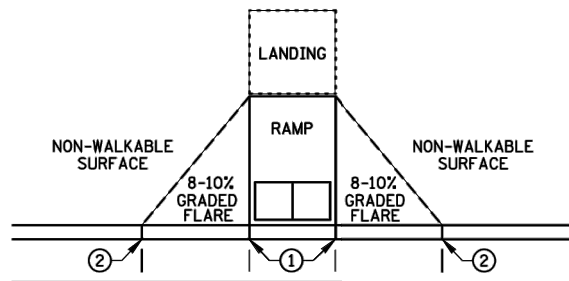
CITY OF OWATONNA 18TH ST. TRAIL S.A.P. 153-090-002 DESIGN PLAN & PROFILE										CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350										I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY SIGNATURE:  DATE 5/2/2024 LIC. NO. 56604										<table><tr><td>SURVEY</td><td>GPS</td></tr><tr><td>DRAWN</td><td>MLS</td></tr><tr><td>DESIGNED</td><td>MLS</td></tr><tr><td>APPROVED</td><td>SPM</td></tr><tr><td>DATE</td><td>MAY 2024</td></tr><tr><td>PROJ. NO.</td><td>E-174</td></tr></table>				SURVEY	GPS	DRAWN	MLS	DESIGNED	MLS	APPROVED	SPM	DATE	MAY 2024	PROJ. NO.	E-174
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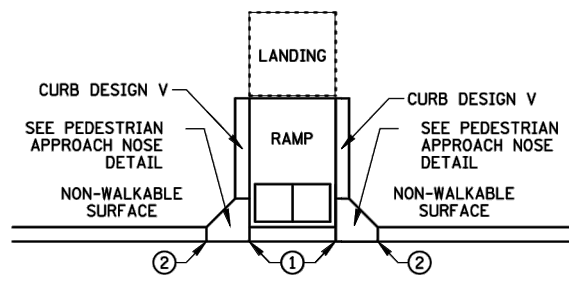
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

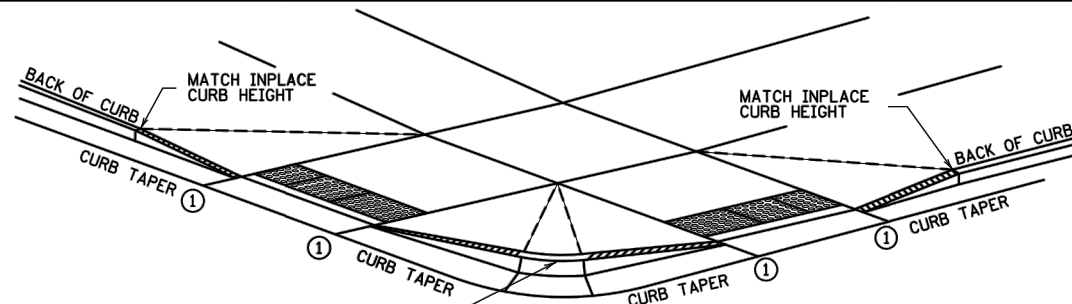


GRADED FLARES



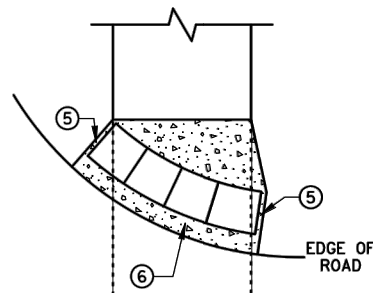
RETURNED CURB ④

TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

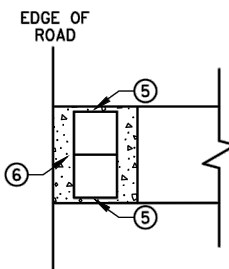


3" MINIMUM CURB HEIGHT, 4" PREFERRED
(MEASURED AT FRONT FACE OF CURB)
FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

DETECTABLE EDGE WITH ⑦
CURB AND GUTTER

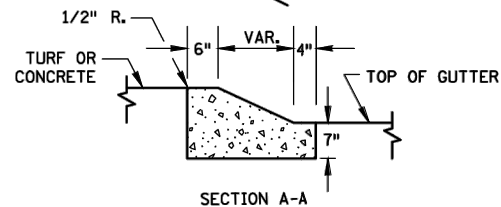
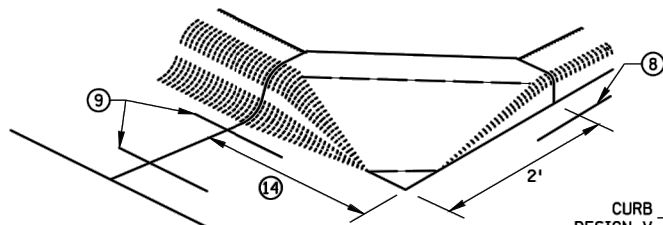


RADIAL DETECTABLE WARNING

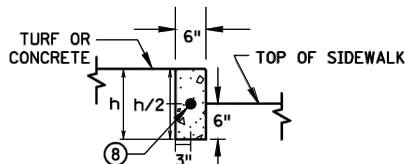


RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER

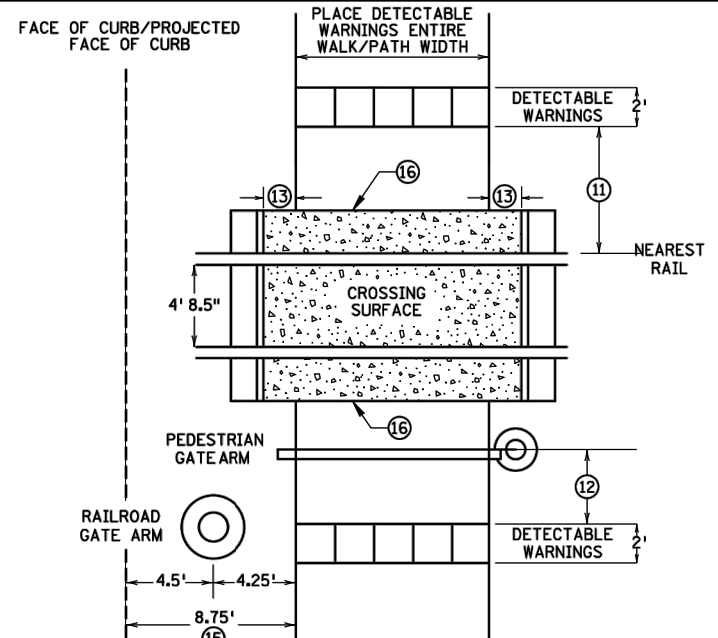


SECTION A-A



SECTION B-B

PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMP FROM THE BACK OF CURB.

① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.

② FULL CURB HEIGHT.

③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.

④ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.

⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6" LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.

⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.

⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.

⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

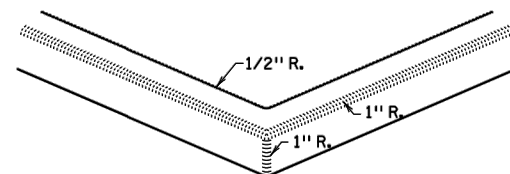
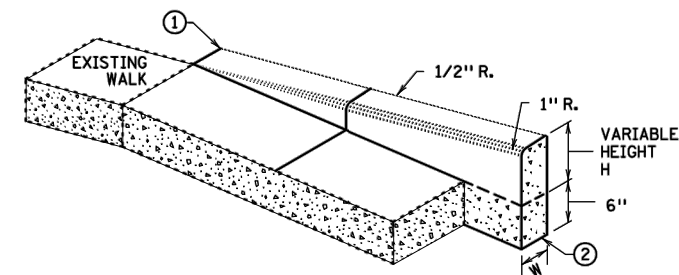
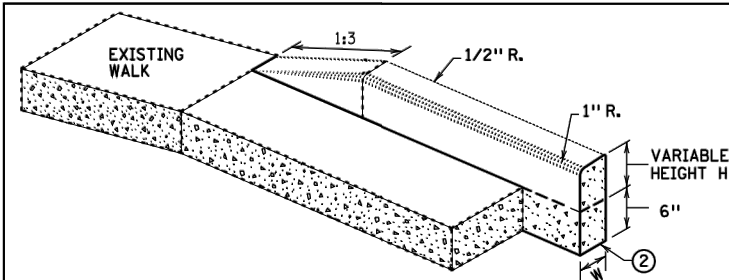
LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS		APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	4 OF 6
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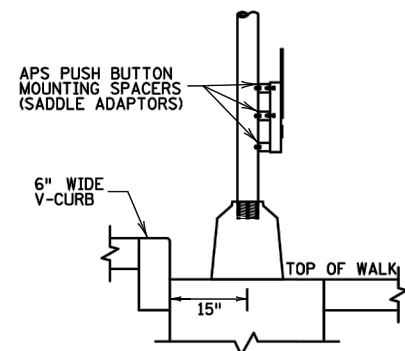
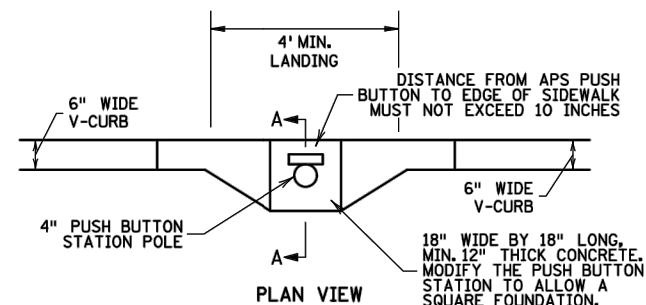
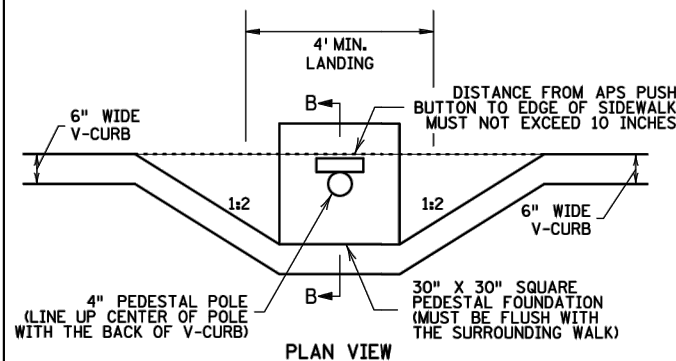
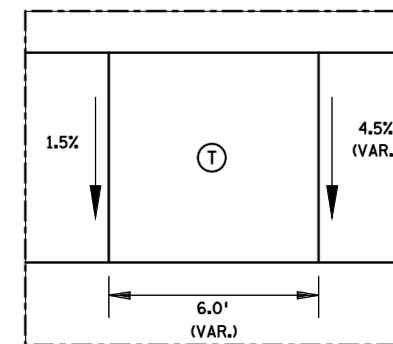
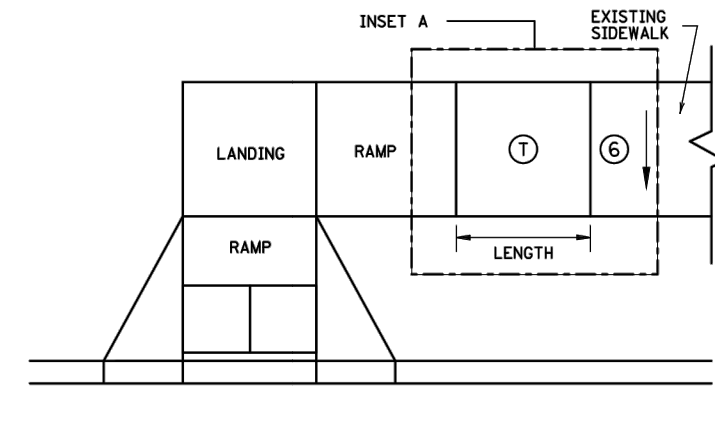
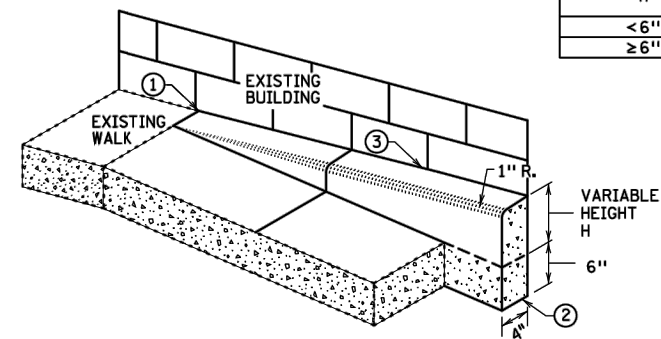
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA
PRINT NAME: SEAN P. MURPHY
SIGNATURE:
DATE: 5/2/2024
LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

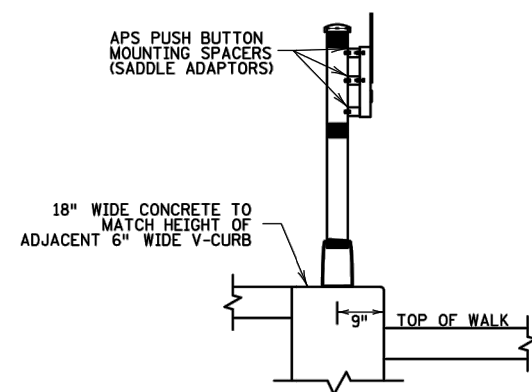
CITY OF OWATONNA
18TH ST. TRAIL S.A.P. 153-090-002
DESIGN PLAN & PROFILE



CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
<6"	4"
≥6"	6"



SECTION B-B
SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A
PUSH BUTTON STATION (V-CURB)

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
- ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
- ⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
- ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- ④ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX. 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- ① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

**LEAD
EXPERT
OFFICE**

JEFFREY PERKINS
OPERATIONS DIVISION



PEDESTRIAN CURB RAMP DETAILS

APPROVED: 11-04-2021
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

**STANDARD
PLAN
5-297.250**

5 OF 6

STANDARD PLAN

STATE PROJ. NO.

SHEET NO.

TRUNK HWY.

TOTAL SHEETS

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PRINT NAME: SEAN P. MURPHY
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DATE: 5/2/2024 LIC. NO. 56604

SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA

18TH ST. TRAIL S.A.P. 153-090-002

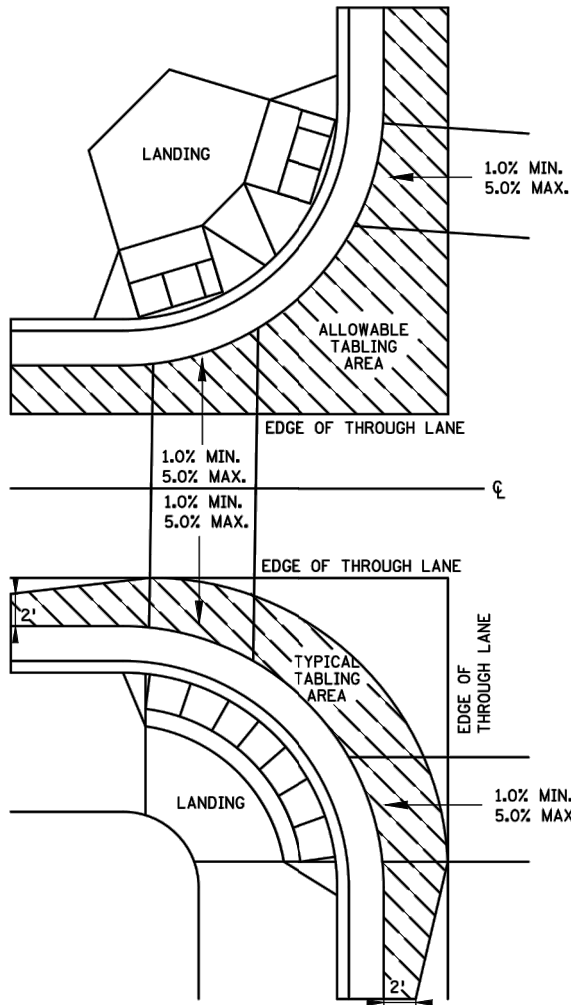
DESIGN PLAN & PROFILE

18TH ST TRAIL

NO SCALE

SHEET NUMBER

11 OF 54



CURB LINE AND ROAD CROSSING ADJUSTMENTS

GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

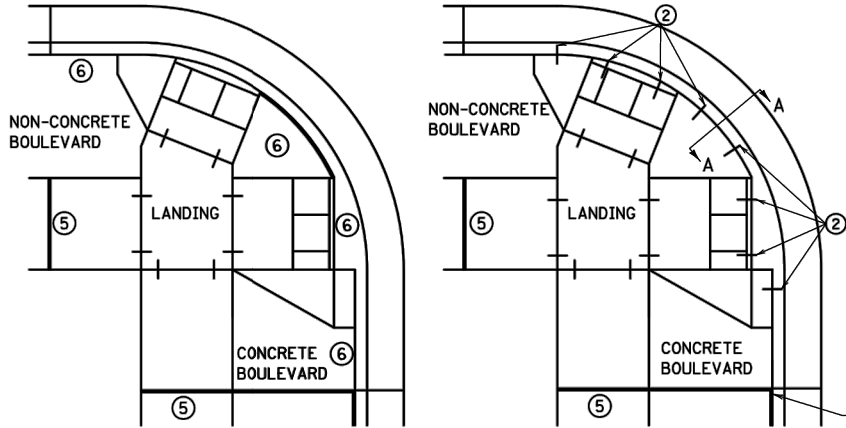
MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

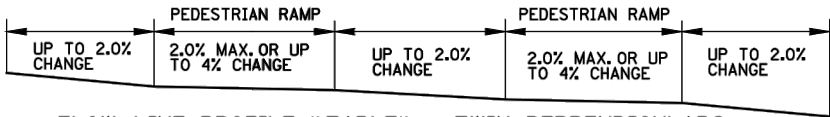
RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

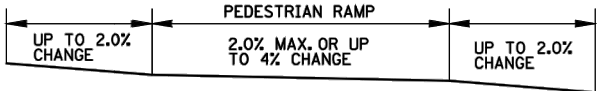


EXPANSION MATERIAL PLACEMENT
FOR CONCRETE ROADWAYS

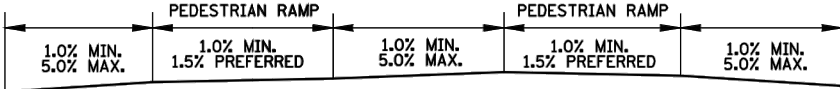
CURB LINE REINFORCEMENT ④
PLACEMENT ON BITUMINOUS ROADWAYS



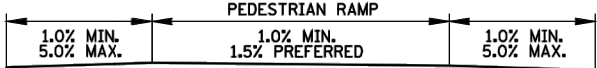
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



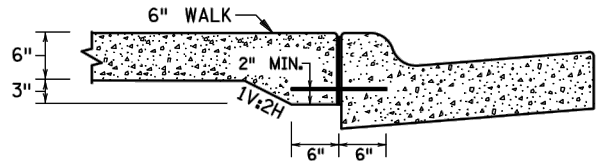
FLOW LINE PROFILE "TABLE" - FAN



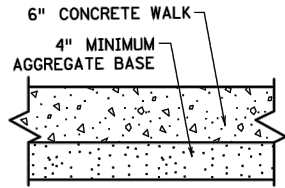
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



FLOW LINE PROFILE RAISE - FAN

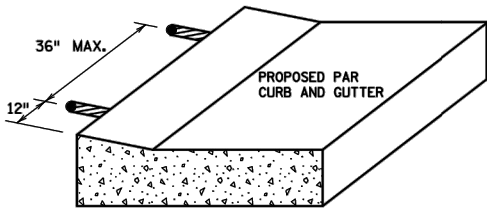


SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES

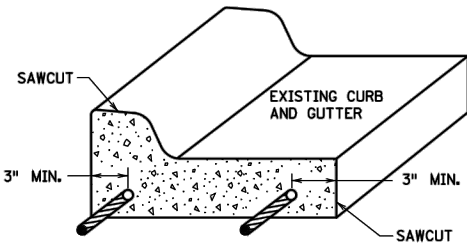


TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER

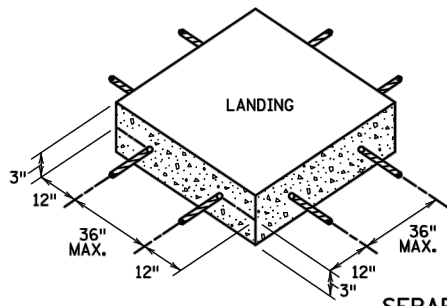
END SILL CURB
AT TOP OF CURB
RAMP AND DRIVEWAY
FLARES.



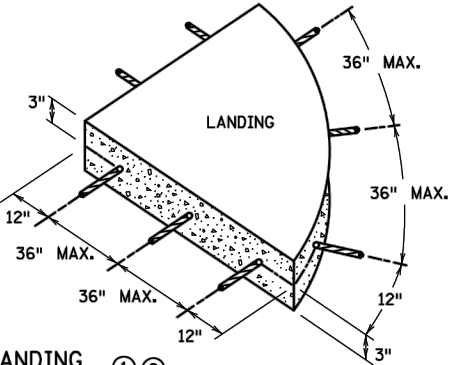
CURB RAMP REINFORCEMENT DETAILS ② ④



CURB AND GUTTER
REINFORCEMENT ③



SEPARATE LANDING
POUR REINFORCEMENT ① ②



NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION		PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	6 OF 6
						STATE PROJ. NO.	SHEET NO.
						TRUNK HWY.	TOTAL SHEETS



STANDARD PLAN

STATE PROJ. NO.

SHEET NO.

TRUNK HWY.

TOTAL SHEETS

SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST. TRAIL S.A.P. 153-090-002

DESIGN PLAN & PROFILE

18TH ST TRAIL
NO SCALE
SHEET NUMBER
12 OF 54

CONSTRUCTION ACTIVITY INFORMATION:

Project Name: 18th Street South
S.A.P. 153-090-002
Location: See Sheet No. 1
City: Owatonna, MN 55060
County: Steele

Project Size: (Disturbed Acres) 2.28 Acres

Project Type: Multi-use trail construction, Storm
Sewer Reconstruction, Curb and Gutter Repair, Turf
Restoration.

Receiving Waters: Straight River
Water Body Id: N/A
Name of Water Body: Straight River
Type: River
Special Water: No
Impaired Water: Yes (Fecal Coliform,
Turbidity)
Dates of Construction: May 2024 - Oct. 2024

PART III. STORMWATER DISCHARGE DESIGN
REQUIREMENTS

GENERAL SITE INFORMATION

CONTACT INFORMATION

Owner of Site: City of Owatonna
Contact: Sean Murphy, City Engineer
and Director of Public Works
E-mail: sean.murphy@ci.owatonna.mn.us
Phone: 507-774-7307
Address: 540 West Hills Circle,
Owatonna, MN 55060

Alternative: Brad Rademacher 507-774- 7300

Contractor (Person who will oversee implementation
of SWPPP):

Name: _____
Phone: _____
Address: _____

Alternative Contact: To Be Determined

Name: _____
Phone: _____

CHAIN OF RESPONSIBILITY

The general contractor shall provide a trained,
certified, knowledgeable person who shall serve as
the site's erosion control inspector. This person shall
be responsible for installation and maintenance of
erosion and sediment control BMP's, and shall
maintain the inspection log at the project Site.

Each subcontractor on-site will designate an
employee as its project SWPPP officer. A list of
these officers with contact information shall be
available on-site. It will be solely the SWPPP
officers' responsibility to ensure that all on-site
activities performed by its company comply with the
SWPPP. The general contractor's SWPPP inspector
will have authority over all subcontractor's SWPPP

officers for work pertaining to compliance.

Should a SWPPP officer fail to ensure compliance,
that officer's foreman or direct supervisor will
assume all responsibility.

Should a subcontractor fail to comply with the
SWPPP, the general contractor will assume all
responsibility for compliance.

Should the general contractor fail to comply with the
SWPPP, the owner will assume all responsibility for
compliance.

TRAINING

Training documentation is required for all permitted
projects. It must be provided by entities with
expertise in erosion prevention, sediment control or
permanent stormwater management. Training must
be focused on the individual's job duties as they
relate to the permit requirements.

- ✓ Individual(s) preparing the SWPPP for the project
- ✓ Individual(s) overseeing the implementation of, revising and amending the SWPPP and individuals performing inspections required by the permit
- ✓ Individuals performing or supervising the installation, maintenance or repair of BMPs

Attach to this SWPPP:
Names of the personnel trained, dates of training;
name of instructor(s) and entity providing
training, content of training course or workshop
(including number of hours of training)

SWPPP GENERAL NOTES:

This plan is provided as a guide in the provision of
sediment and erosion control BMP's as required by
the NPDES permit. Additional erosion and
sediment control measures, although not shown here,
may be required to comply with the provisions of
the permit.

Provision and maintenance of erosion and sediment
control BMP's in accordance with the NPDES
permit is the responsibility of the contractor,
regardless of what is shown on this plan.
Maintenance of BMP's is incidental to the unit price
bid. No additional payment will be made for
additional erosion control BMP's as required by the
NPDES permit.

The contractor shall obtain the NPDES permit from
the MPCA and pay any applicable fees as work
incidental to the contract. The contractor will be
responsible for all fines imposed by regulating
authorities due to non-compliance with the terms of
the NPDES permit.

The contractor shall schedule, maintain and conduct
construction activities in a manner that will
minimize soil erosion and provide maximum water
protection. If at any time a BMP is not functioning
as intended, the contractor is responsible for
corrective actions needed to improve
functionality including complete
repair, replacement and/or substitution.

NARRATIVE OF INSTALLATION OF ALL
EROSION PREVENTION AND SEDIMENT
CONTROL BMP's

Installation of all stormwater best management
practices must be in place prior to upland
disturbances. Construction of riprap spillway and
energy dissipation shall be complete within 24 hours
of connection to ravine. Installation of rapid
stabilization in ravine shall be complete within 24
hours of disturbance.

Silt Fence/Permiter Control - Silt fence shall be
erected prior to any land disturbing activities. Silt
fence limits shall coincide with downgrade grading
limits unless otherwise noted. Silt fence used on
slopes shall be placed such that 100 lineal feet of silt
fence stabilizes approximately 0.25 acres of drainage
(max).

Inlet Protection - Inlet protection shall be in place
prior to land disturbing activity for existing inlet
structures, and shall be placed as soon as any new
structures are constructed.

Ditch checks - Ditch checks shall be installed as
soon as grading operations are complete on any
ditch section.

In those areas where wood fiber blanket or other
slope stabilization methods have failed, the slope
shall be reestablished, seed and topsoil replaced, and
additional slope treatment installed.

Anticipated Quantities:

Inlet Protection	21	EA
Sed. Con. Log, Type Rock	100	L.F.
Sed. Con. Log, Type Straw (12" DIA.)	1000	L.F.
Rapid Stabilization method 2	0.78	Ac.
Perm. Rapid Stabilization method 2	0.78	Ac.
Temporary Entrance	6	L.S.
Street Sweeping As Needed		Incidental
Maintenance of all BMPs		Incidental
Stockpile Protection and Bypass		Incidental
Check Dams in Roadway As Needed		Incidental
Spill Kit		Incidental
Temporary stabilization Hydromulch temp seed 21-112 or 21-111 (spring/summer)		Incidental

Impervious Surfaces:

Cumulative Impervious Surface:	
Existing -	1.52 ACRES
Post Construction -	1.56 ACRES

Site Map - See Cover Page

Please see associated plans and title sheet within
this plan set for the following:

- Existing and final grades, including dividing
lines and direction of flow for all pre and
post--construction stormwater runoff drainage
areas located within the project limits.
- Locations of impervious surfaces and soil
types.
- Locations of areas not to be disturbed.

- Location of areas of phased construction
- All surface waters ,existing wetlands,
stormwater ponds, and basins within 1 mile
from the project boundaries that will receive
stormwater runoff from the site (identifiable on
maps such as USGS 7.5 minute quadrangle
maps or equivalent). Where surface waters
receiving runoff associated with construction
activity will not fit on the plan sheet, they must
be identified with an arrow, indicating both
direction and distance to the surface water.
- All public water which MN DNR has
promulgated "work in water restrictions" during
fish spawn time frames.
- Methods of final stabalization

Chemical Treatments N/A
Documentation of Infeasibility N/A
Required Mitigation Measures N/A
Karst Topography N/A
Impaired Waters and TMDL's
Maple Creek - No approved TMDL for phosphorus,
turbidity, dissolved oxygen, or aquatic biota at time
of application.

TEMPORARY SEDIMENT BASINS

It is not anticipated temporary sediment basins will
be necessary for this project. It may be deemed
necessary to to provide smaller sediment traps to
provide further sediment removal prior to discharge.

RECORD RETENTION

Contractor shall maintain records of the all SWPPP
procedures on-site. Records will include:

- Copy of the SWPPP and any changes
- Inspection and maintenance records
- Permanent operation and maintenance agreements
- Calculations for the design of temporary and
permanent stormwater management systems

AMENDMENTS TO THE SWPPP
The contractor is responsible for making
amendments to the SWPPP when necessary. This
will be mandatory when there is a change in
design, construction, operation, maintenance,
weather conditions or through inspections and
observations the SWPPP is not achieving it's
intended function of minimizing pollutants in
stormwater associated with construction.

These amendments must be attached to this copy
and kept on site. The contractor is responsible for
notifying the necessary individuals in a timely
manner that amendments were made to the
SWPPP.

PART IV. CONSTRUCTION ACTIVITY
REQUIREMENTS

EROSION PREVENTION PRACTICES

Appropriate construction practices will be used to
minimize erosion.. Areas of non-disturbance will be
delineated (flagged, etc.) on the site before work
begins. Contractor shall phase construction,
maintain vegetative buffer strips, and provide cat
tracking to minimize erosion.

The contractor shall schedule site grading, utility
installation and roadway construction so that the
general site can be mulched and re-seeded soon after
disturbance. Slopes shall be "cat-tracked" when
complete such that the track depressions are
perpendicular to drainage flow.

In all exposed soil areas, including stockpiles,
initiate stabilization immediately, but in no case
later than 14 days after the construction activity
in that portion of the site has temporarily or
permanently ceased.
Sufficient topsoil shall be stockpiled to allow for the
replacement of a minimum of 4" of topsoil for
disturbed areas to be re-vegetated.

Any stormwater conveyance channels must route
water around unstable areas. Erosion controls and
velocity dissipation devices must be used within and
along the length of any channel and at any outlet.

The normal wetted perimeter of any temporary or
permanent drainage ditch or swale that drains water
from any portion of the construction site, or diverts
water around the site, must be stabilized within 200
lineal feet from the property edge, or from the point
of discharge into any surface water. Stabilization of
the last 200 lineal feet must be completed within
24 hours after connecting to surface water. The
remaining portions of the temporary or permanent
ditch or swale must be stabilized within 14 days
after connecting to surface waters and construction
in that portion of the ditch has temporarily or
permanently ceased. Applying mulch, hydromulch,
tackifier, polyacrylamide or similar erosion
prevention practices is not acceptable stabilization in
any part of a temporary or permanent drainage ditch
or swale.

Pipe Outlets must be provided with temporary or
permanent stabilization and energy dissipation
within 24 hours after connection to surface water.

Unless infeasible, discharges from BMP's must be
directed vegetated areas of the site in order to
increase sediment removal.

SEDIMENT CONTROL PRACTICES

Contractor shall install and maintain sediment
controls for temporary and permanent drainage
basins and drainage ditches that are a part of this
design. At a minimum, these sediment control
practices must include:

- Sediment controls for temporary or permanent
drainage ditches and sediment basins that are
designed as part of a sediment containment
system (e.g., ditches with rock check dams)
require sediment control practices only as
appropriate for site conditions.
- If the down gradient treatment system is
overloaded, additional upgradient sediment
control practices or redundant BMP's must be
installed to eliminate the overloading, and the
SWPPP must be amended to identify these
additional practices as required..
- Installation of check dams or other grade
control practice to ensure sheet flow and
prevent rills (for slope lengths greater than 75

NA
SURVEY

BOR
DRAWN

BOR
DESIGNED

SPM
APPROVED

MAY 2024
DATE

E-174
PROJ. NO.

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AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

SEAN P. MURPHY



52/2024

SIGNATURE:
DATE

58604
C. NO.

CITY OF OWATONNA
ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA

STORMWATER POLLUTION PREVENTION PLAN

NO SCALE

SHEET NUMBER

Page 15 of 25

feet with a grade of 3:1 or steeper). Check dams shall be either silt fence or Bio-Rolls every 20 linear feet.

- 24 hours of grading slopes of 3:1 or greater which drain to waters of the state, slopes must be stabilized with wood fiber blanket (or other method approved by the engineer) over approved seed mixture and a minimum of 4" of topsoil.
- Sediment control practices on all down gradient perimeters prior to land disturbing activities.
- Storm drain inlet protection required for all inlets.
- Stockpiles must have silt fence or other effective controls and cannot be placed in any natural buffers or surface waters.
- Minimize vehicle tracking of sediments (e.g., stone pads, concrete or steel wash racks, or equivalent systems).
- Street sweeping of tracked sediment.
- Temporary sedimentation basins.
- Soil compaction must be minimized and topsoil preserved where feasible.
- When a surface water (excluding road ditches, judicial ditches, county ditches, conveyance channels, storm drains, and sediment basins) is located within 50 feet of the projects land disturbances, **a 50 foot natural buffer must be preserved. If infeasible, redundant sediment controls must be provided (100 foot natural buffer if surface water is special or impaired).**

Payment for installation of erosion and sediment control BMP's is made at time of installation, maintenance of these BMP's is incidental to installation. (see special provisions for penalties for noncompliance)

The contractor shall construct check dams on the street surface (subgrade, aggregate base) during construction in order to control the erosion on the street as work incidental to construction. No additional payment will be made for sediment removal or additional work or materials required to maintain or restore the subgrade or aggregate base due to erosion.

The contractor will backfill the area behind the curb and gutter as soon as curb curing allows, with a maximum delay of 7 days, in order to minimize erosion in the boulevard and prevent undermining of the curb and gutter. Stabilize areas draining to the curb & gutter within 14 days or per the stabilization schedule above.

Cut areas where no grading has occurred within 7 days shall be stabilized using bio-rolls a minimum of every 20 lineal feet in order to prevent erosion.

Fill slopes which drain to waters of the state or offsite shall be stabilized immediately upon cessation of grading activities. Thus, if slopes are brought to subgrade elevation and will ceased being worked on until topsoil re-spreading, they will be stabilized in the interim. Stabilize slopes with interim lines of silt fence or bio-rolls every 20 lineal feet.

DEWATERING AND BASIN DRAINING

BMPs shall be used so the discharge does not adversely affect the receiving water or downstream landowners. Contractor shall provide permits for all dewatering activities (incidental to construction). All dewatering activities shall discharge to a temporary sedimentation basin or dewatering basin.

The dewatering or temporary sediment basins will be pumped through a filtration system constructed by the contractor prior to discharge offsite. If backwash is generated, the backwash must be hauled away and disposed of properly, returned to the beginning of the treatment process, or incorporated into the site in a manner that does not cause erosion or nuisance.

Dewatering channels which are over land shall be protected from erosion. Place end of hose on fabric or plastic to prevent erosion.

Dewatering activity shall be inspected and photographed every 24 hours.

INSPECTIONS AND MAINTENANCE

The contractor is responsible for inspections and maintenance of water quality management BMP's, as well as all erosion and sediment control BMP's until the project has undergone Final Stabilization and a Notice of Termination has been issued.

- Routinely inspect the construction site:
- Once every seven (7) days during active construction and,
 - Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours, and within seven (7) days after that.

All inspections and maintenance conducted during construction must be recorded within 24 hours and retained with the SWPPP.

At a minimum the inspection log shall include the following:

- Date and time of inspection
- Name of person conducting inspections
- Identification of BMP and locations inspected
- Findings of inspections, including recommendations for corrective actions
- Corrective Actions taken (including dates, times, and party completing maintenance activities)
- Date and amount of all rainfall events greater that ½ inches (0.5 inches) in 24 hours, amount must be obtained by properly maintained rain gauges on site, a weather station within 1 mile of the site, or a weather reporting system that provides site specific rainfall data from radar summaries
- Any photographs taken during inspection
- Documentation of changes made to the SWPPP as required in Part III.A.4. Amendments must be documented within 7 calendar days.
- All discharges from the site must be photographed. Documentation must also fully describe the discharge.

All erosion prevention and sediment control BMP's

must be inspected to ensure integrity and effectiveness. All nonfunctional BMP's must be repaired, replaced, or supplemented with functional BMP's by the end of the next business day, or as soon as field conditions permit unless another time frame is specified below. The following inspection and maintenance requirements apply:

- All perimeter control devices must be repaired, replaced,or supplemented when they become nonfunctional or the sediment reaches 1/2 the height of the device. **Repairs must be made by the end of the next business day.**
- Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches ½ the storage volume. **Removal must be completed within 72 hours** or as soon as field conditions permit.
- Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of erosion and sediment deposition. **The removal and stabilization must take place within seven (7) days of discovery** unless precluded by legal, regulatory , or physical access constraints.
- Inspect construction site vehicle entrance/exit locations and **tracked sediment must be removed from all paved surfaces within 24 hours of discovery**, or if applicable, within a shorter time.
- The contractor is responsible for the operation and maintenance of temporary and permanent water quality management BMP's for the duration of the construction work at the site.
- If sediment escapes the construction site, off-site accumulations of **sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.**
- Inspect ditch checks after each rain event and daily during a prolonged rainfall. Immediately repair failed or failing measures and report in log book. Remove sediment deposits from ditch checks when sediment reaches approximately 1/3 the height of the barrier.
- All infiltration areas must be protected and inspected to ensure no sediment is reaching the designated area and ensure no equipment is being driven across the designated area.

POLLUTION PREVENTION MANAGEMENT MEASURES

The contractor is responsible for implementing the following prevention measures to minimize the potential for pollution from the project:

Solid waste must be stored, collected, and disposed of properly in compliance with Minn. R. ch. 7035.

Hazardous waste and materials must be stored and disposed of in compliance with Minn. R. ch. 7045.

The contractor is responsible for preventing the spill or leak of all chemicals including fuel. The contractor must ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate method is available for recovered materials.

The contractor must report and clean up spills

immediately as required by Minn. Stat. 115.061, using dry clean up methods where possible.

Building products, pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover to prevent the discharge of pollutants.

All hazardous material and toxic waste, including oil, diesel fuel, gasoline, hydraulic fluid, paint solvents, petroleum based products, wood preservatives, additives, curing compounds, and acids must be properly stored in sealed containers. Restricted access to storage areas must be provided to prevent vandalism/theft.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.

Fueling and maintenance of equipment/vehicles must be contained to one area with the use of drip pans and absorbents unless infeasible. Vehicle/equipment washing must be limited to a defined area and run-off must be contained in a sediment basin or similar effective controls. The waste must be properly disposed of.

In no case is engine degreasing permitted on site.

The contractor is responsible for properly handling concrete and other washout waste. The contractor must provide effective containment for all liquid and solid waste generated by washout operations.

Liquid and solid washout waste must not contact the ground and the containment must be positioned/designed so that it does not result in run-off, spills, or leaks. A sign must be installed adjacent to the washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and washout waste in compliance with MPCA rules.

FINAL STABILIZATION

The contractor must ensure final stabilization of the site. Final stabilization is not complete until the following requirements are complete:

All land disturbing activities are complete and uniform perennial vegetative cover with a density of 70% of it's expected final growth over the entire site.

The permanent stormwater management system is constructed and meets all the requirements of Part III. D. and is operating as designed.

All sediment is removed from conveyance systems and ditches are stabilized with permanent cover.

All erosion and sediment control BMP's have been removed, except those approved to decompose on site.

Additional BMPs for Special/Impaired Waters

All exposed areas shall be stabilized within 7 days.

CHANGE OF OWNERSHIP & NOTICE OF TERMINATION

The contractor will be a co-permittee during the construction of the project. After paving of the project has been completed, and 70% permanent vegetative cover has been established over the pervious areas of the site, and the warranty period has elapsed, the contractor shall submit a MPCA permit transfer/modification form to the owner for a signature and submittal to the MPCA.

If a change of possession of property covered by this SWPPP occurs (sale of a lot, dedication of a street With acceptance by the city), a subdivision registration form shall be executed and forwarded to the MPCA within 7 days of this change of possession.

The owner will submit a notice of termination (NOT) after the contractor has ensured one of the following has been completed, whichever comes first:

- Final establishment of all pervious surfaces according to the MPCA general permit requirements (70% of mature density)
- Another owner has assumed control over the project and a subdivision registration form has been submitted to the MPCA

NOTIFICATION OF AGENCIES IN CASE OF POLLUTION

It is the duty of the contractor to notify the MPCA and City of Owatonna's Engineering Department immediately of any discharge, accidental or otherwise, of any substance or material under the contractors control which, if not recovered, may cause pollution of waters of the state, and the contractor shall recover as rapidly and thoroughly as possible such substance or material and take immediately such other action as may be reasonably possible to minimize or abate pollution of waters of the state caused thereby.

Sediment leaving the construction site and entering a public water is cause for notification. Sediment removal from surface waters must occur immediately, but in no case later than 7 days upon discovery.

LONGTERM MAINTENANCE/PERMANENT STORMWATER TREATMENT SYSTEM

This project provides the required water quality volume via an underground treatment system and isolator row(s). Please refer to Stormwater Management Report for further detail.

NA

BDR

BDR

SPN

MAY 2024

E-174

SURVEY

DRAWN

DESIGNED

APPROVED

DATE

PROJ. NO.

1. I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: SEAN P. MURPHY



SIGNATURE: _____

DATE: 5/22/24

LIC. NO.: 56004

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

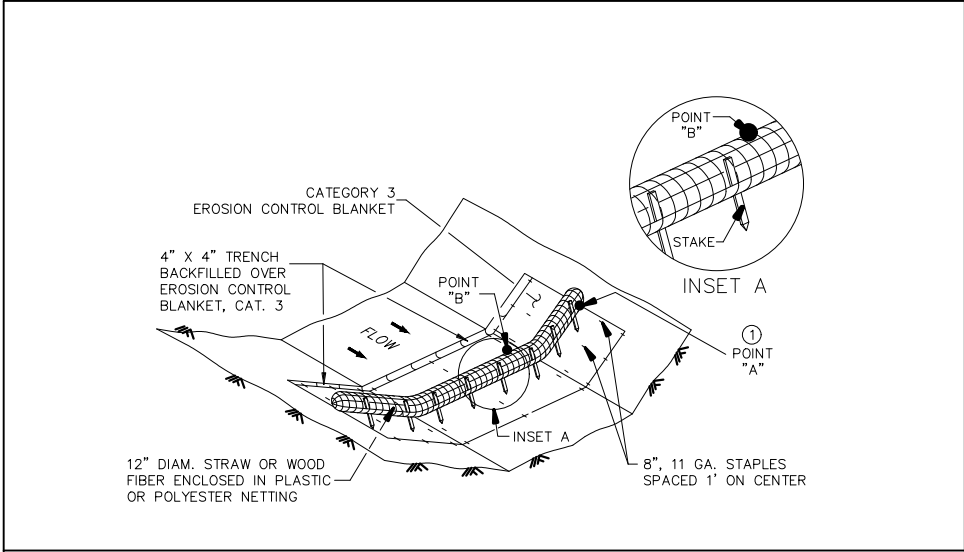
STORMWATER POLLUTION PREVENTION PLAN

NO SCALE

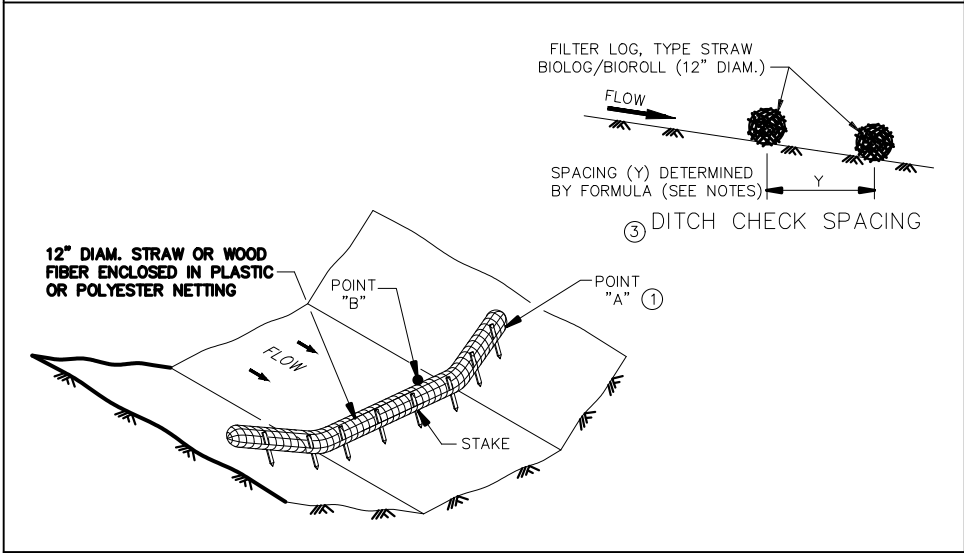
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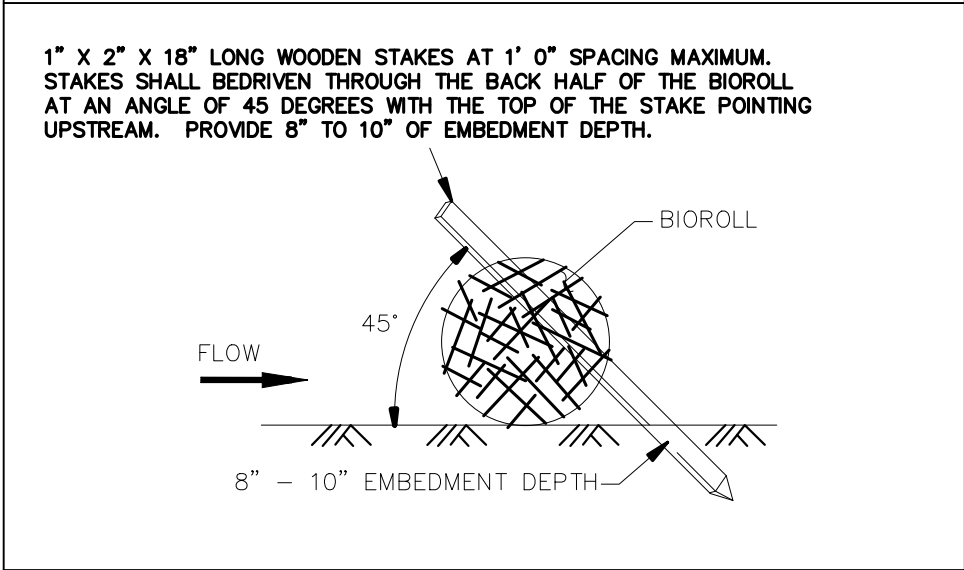
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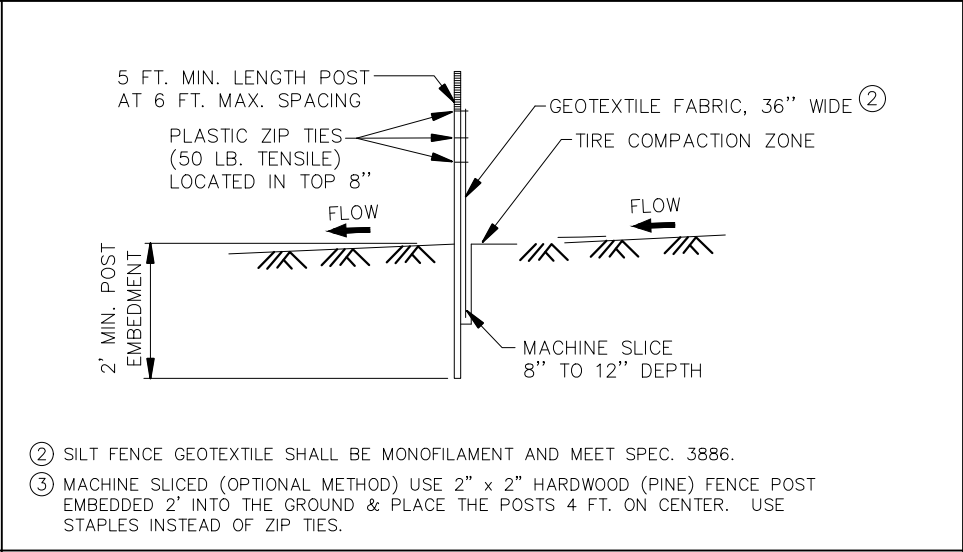
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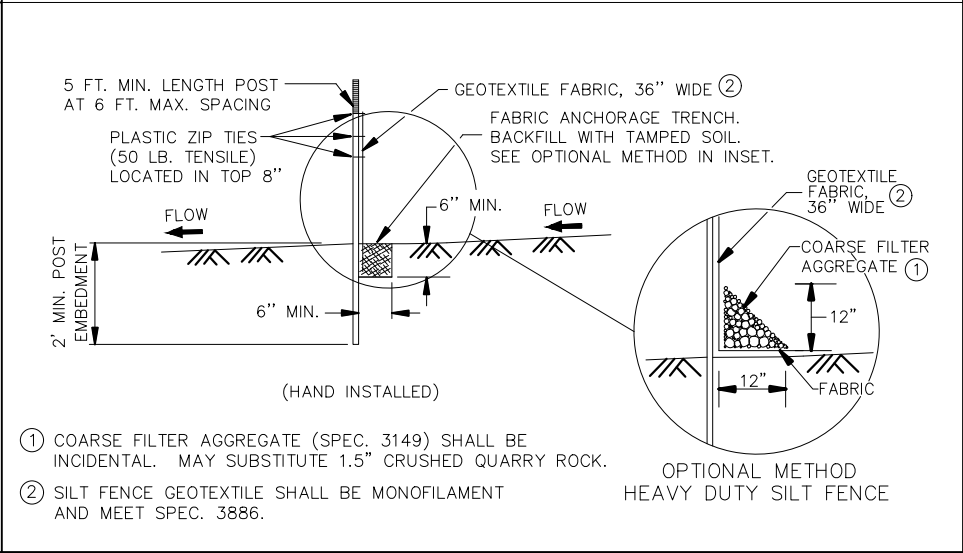
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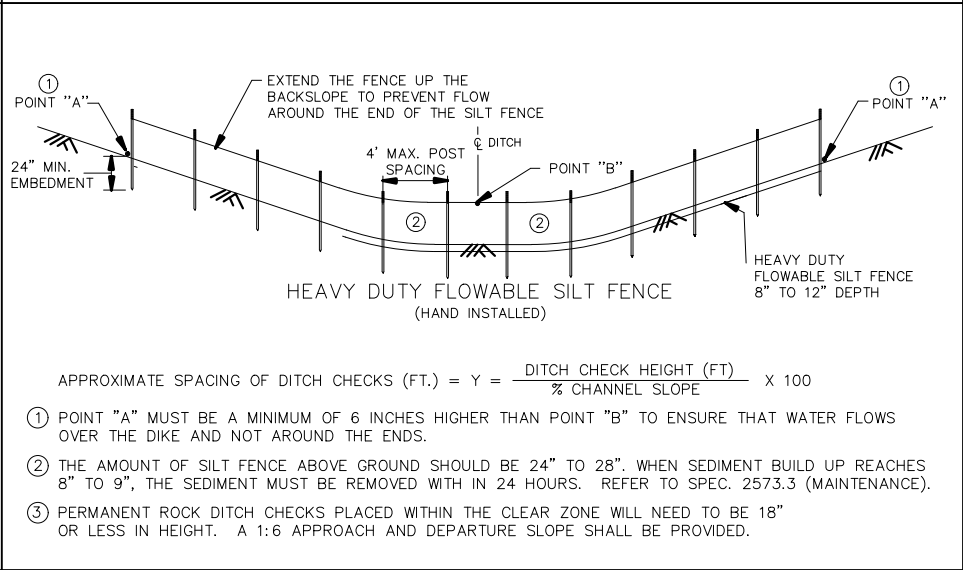
BIOROLL STAKING DETAIL



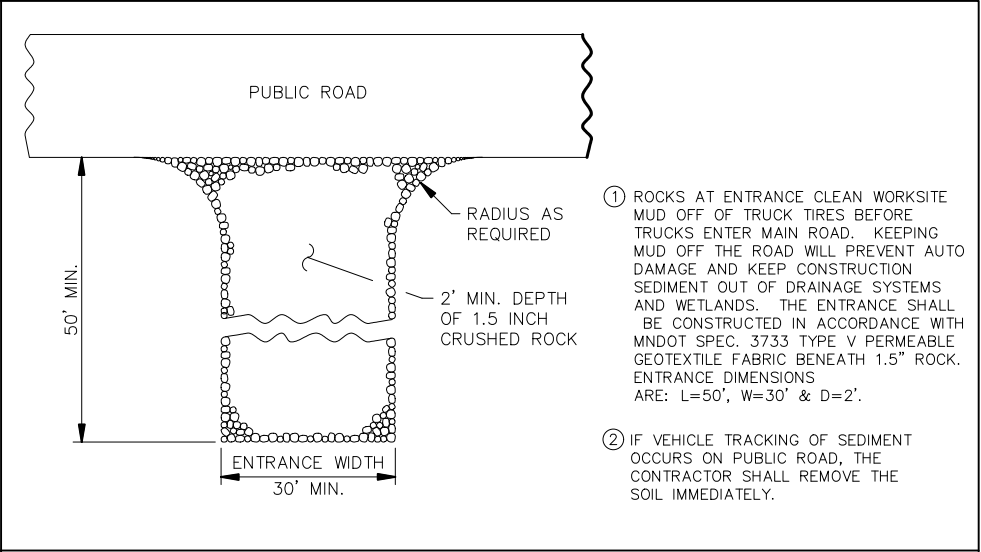
MACHINE SLICED SILT FENCE



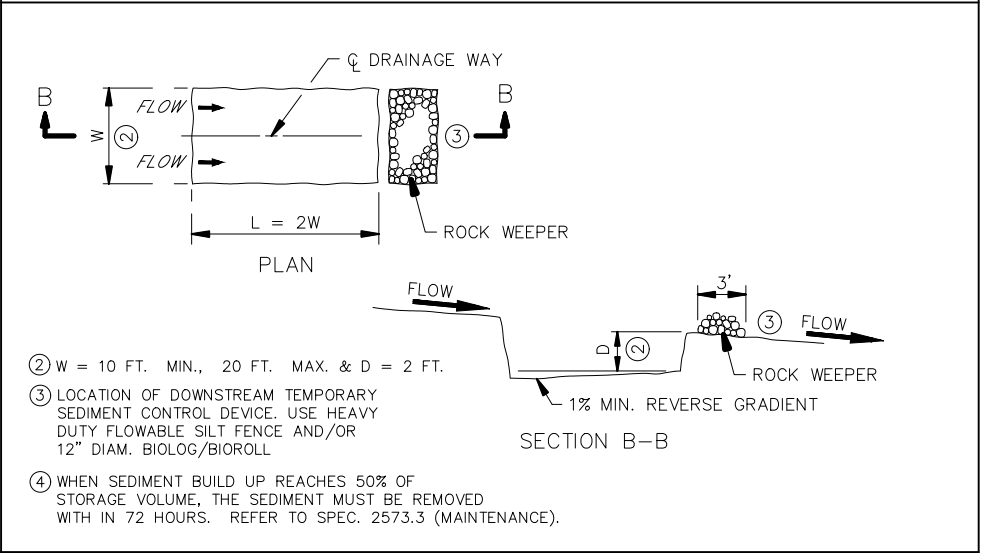
HEAVY DUTY FLOWABLE SILT FENCE



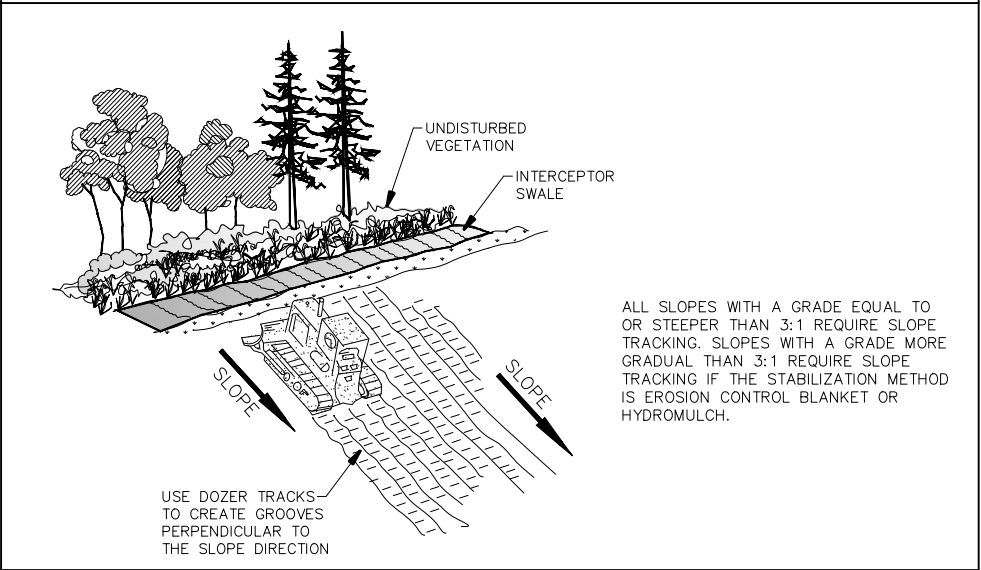
SILT FENCE DITCH CHECK



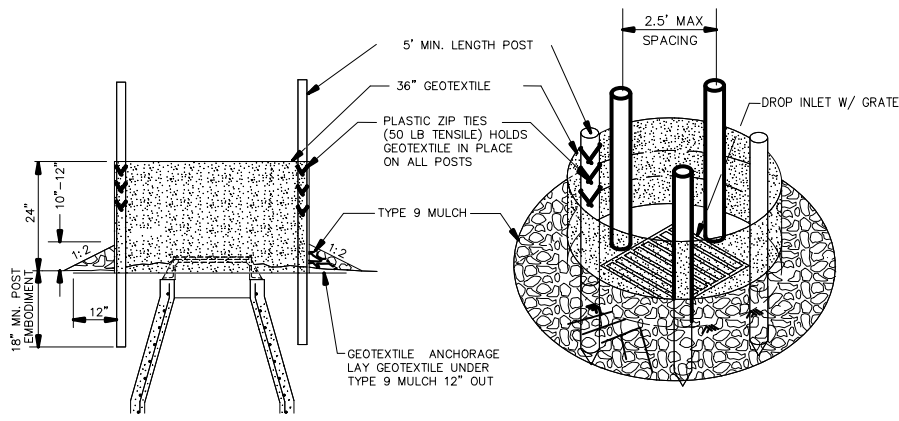
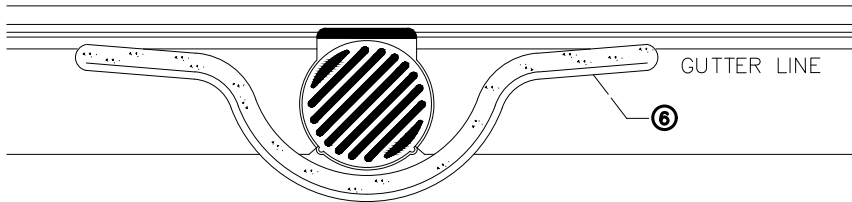
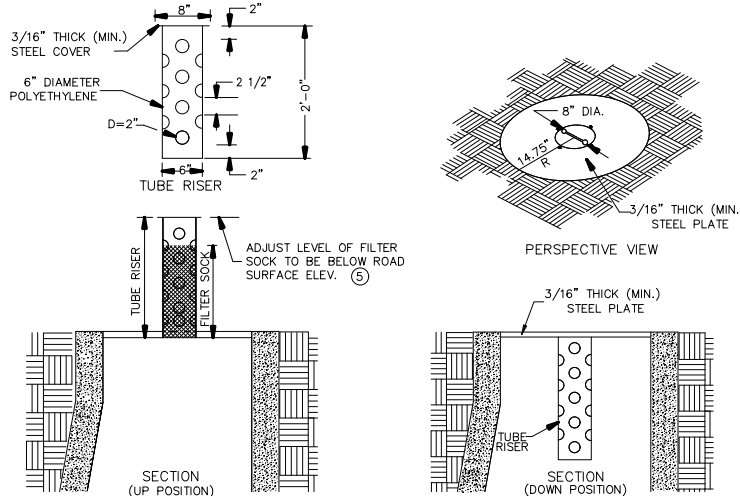
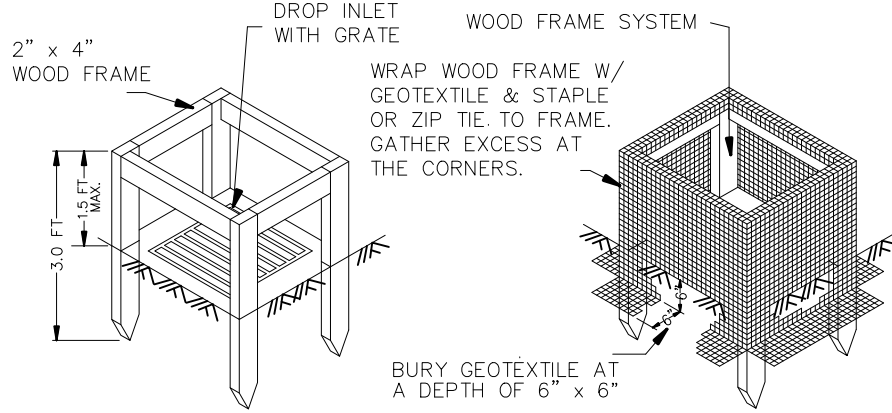
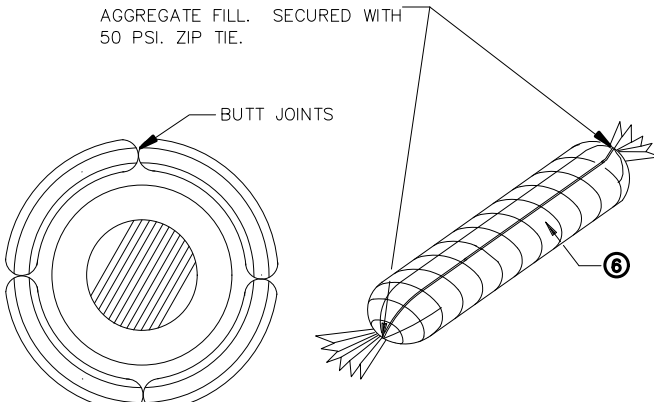
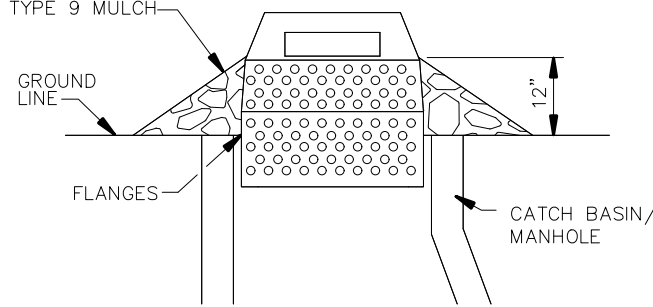
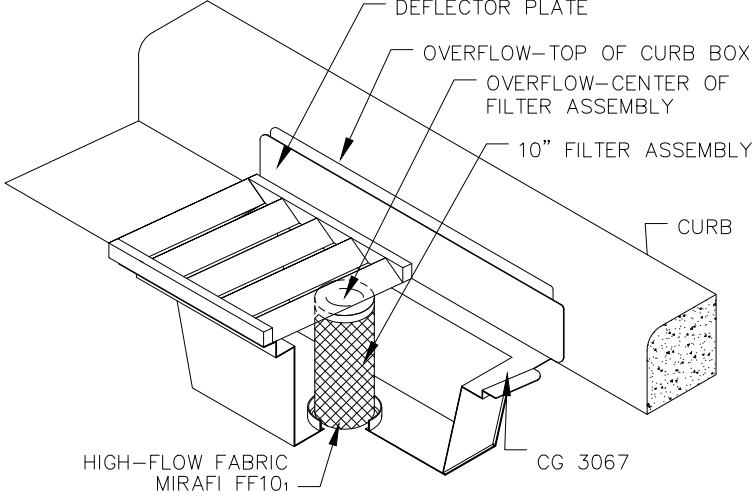
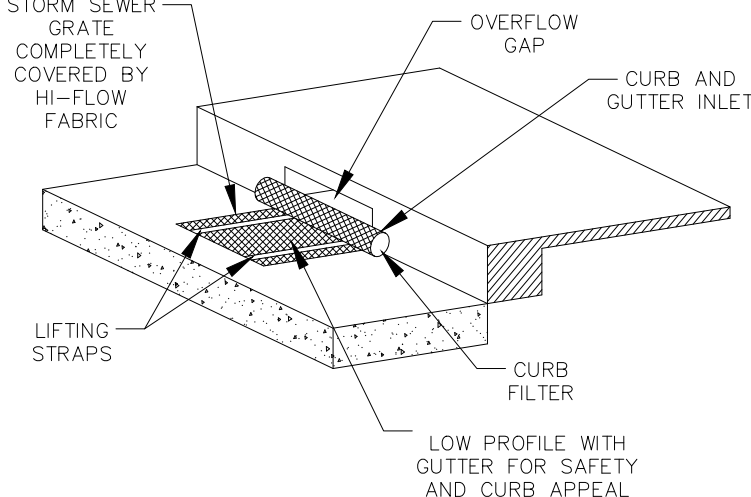
ROCK CONSTRUCTION ENTRANCE



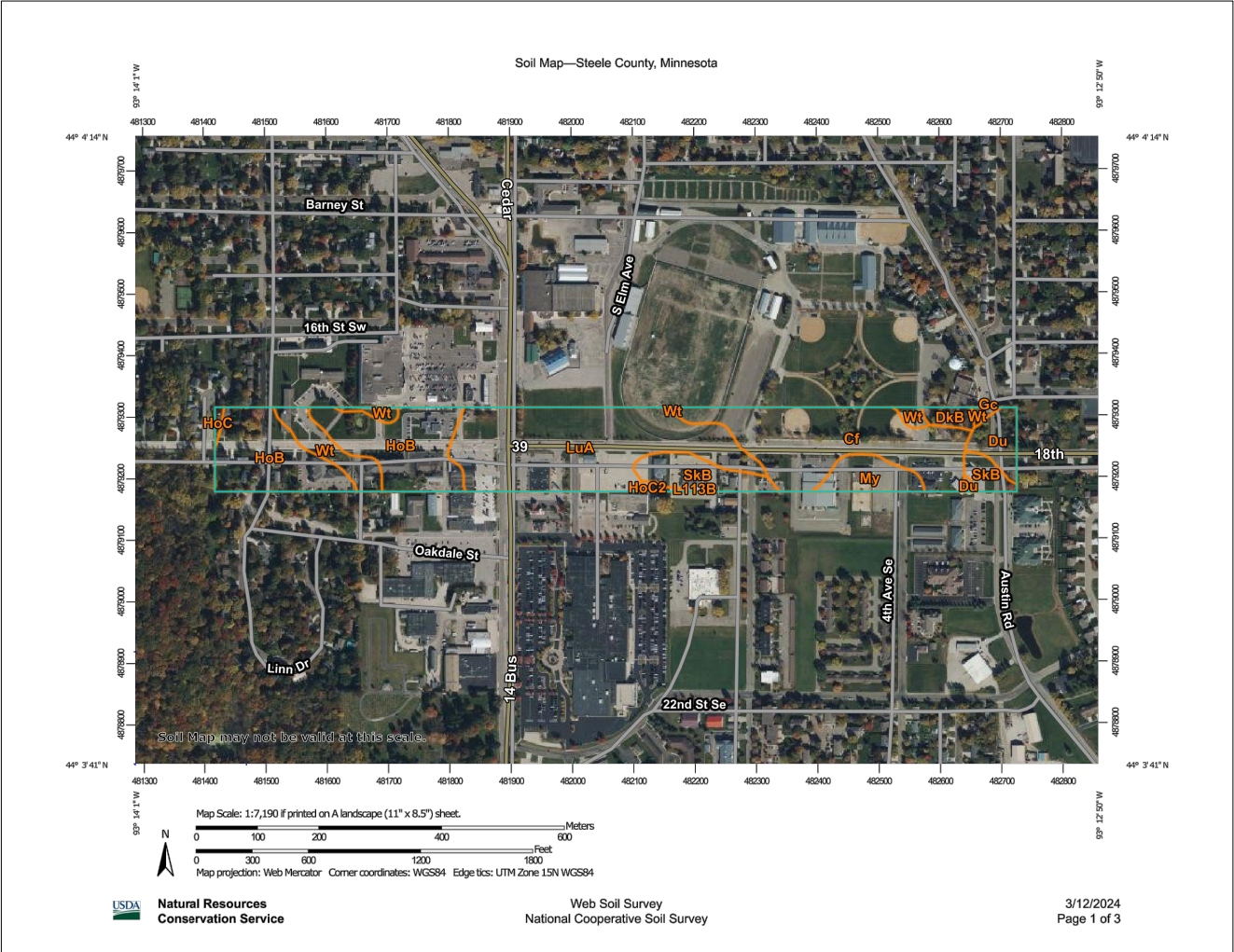
SEDIMENT TRAP DETAIL



CAT TRACKING

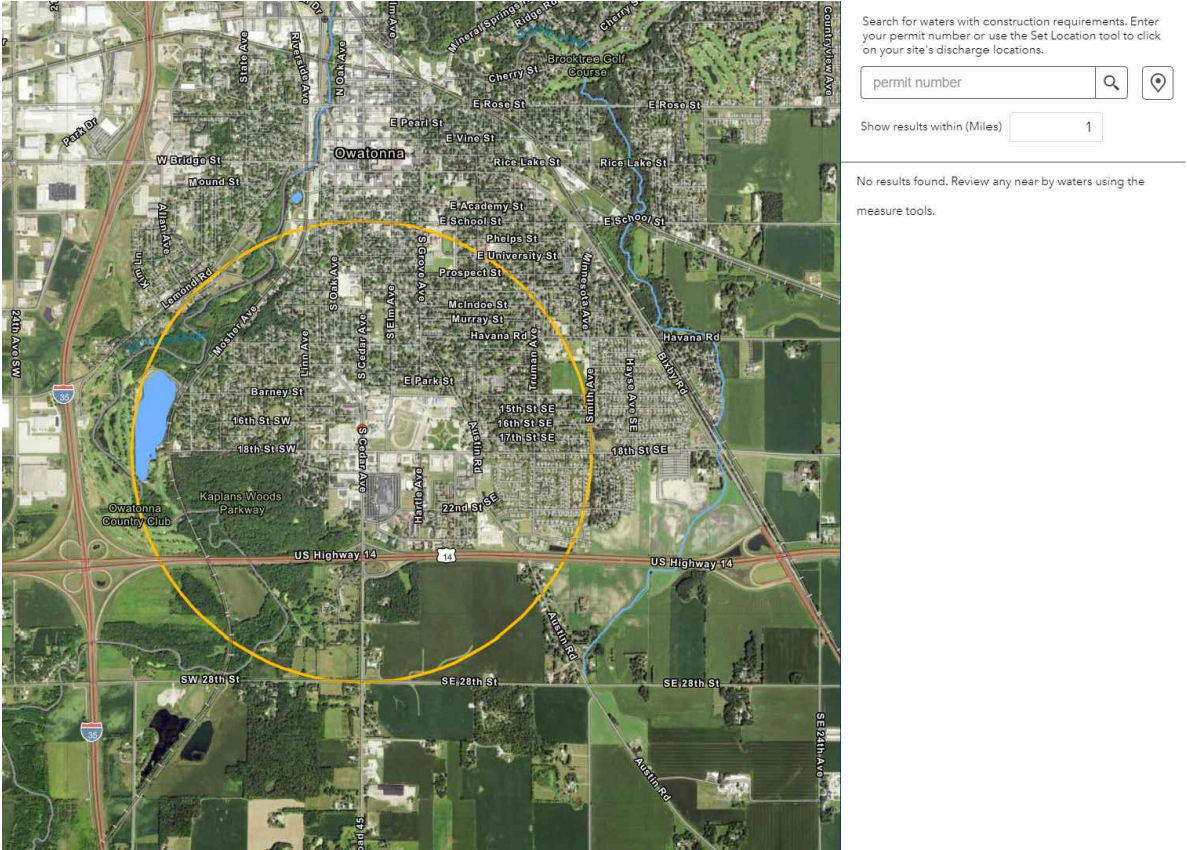
 *USE WHERE INLET DRAINS IN AN AREA WITH SLOPES AT 1:3 or LESS			<table><tr><td>NA</td><td>SURVEY</td></tr><tr><td>BDR</td><td>DRAWN</td></tr><tr><td>BDR</td><td>DESIGNED</td></tr><tr><td>SPM</td><td>APPROVED</td></tr><tr><td>MAY 2024</td><td>DATE</td></tr><tr><td>E-174</td><td>PROJ. NO.</td></tr></table> I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY SIGNATURE:  DATE: 5/2/2024 LIC. NO.: 56804	NA	SURVEY	BDR	DRAWN	BDR	DESIGNED	SPM	APPROVED	MAY 2024	DATE	E-174	PROJ. NO.
NA	SURVEY														
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MAY 2024	DATE														
E-174	PROJ. NO.														
SILT FENCE RING AND ROCK FILTER BERM	ROCK LOG AT CURB CATCH BASIN	POP-UP INLET PROTECTION													
 *USE WHERE INLET DRAINS IN AN AREA WITH SLOPES AT 1:3 or LESS		 NOTE: THE SEDIMENT CONTROL BARRIER SHALL BE A METAL OR PLASTIC/POLYETHYLENE RISER SIZED TO FIT INSIDE THE CATCH BASIN/MANHOLE; HAVE PERFORATIONS TO ALLOW FOR WATER INFILTRATION; HAVE AN OVERFLOW OPENING, FLANGES AND A LID/COVER.	CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350												
SILT FENCE BOX	ROCK LOG AT CATCH BASIN	SEDIMENT CONTROL INLET HAT													
			CITY OF OWATONNA STORMWATER POLLUTION PREVENTION PLAN												
WIMCO ROAD DRAIN CURB & GUTTER™	DANDY CURB BAG™		<table><tr><td>NO SCALE</td></tr><tr><td>SHEET NUMBER</td></tr></table> 16 of 547 of 252	NO SCALE	SHEET NUMBER										
NO SCALE															
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SOILS MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cf	Canisteo clay loam, depressional, 0 to 1 percent slopes	9.9	22.2%
DKB	Dakota loam, 2 to 6 percent slopes	0.6	1.4%
Du	Dundas silt loam, 0 to 2 percent slopes	1.7	3.7%
Gc	Glencoe clay loam, 0 to 1 percent slopes	0.1	0.2%
HoB	Hayden loam, 2 to 6 percent slopes	11.0	24.8%
HoC	Hayden loam, 6 to 10 percent slopes	0.1	0.3%
HoC2	Hayden loam, 6 to 10 percent slopes, moderately eroded	0.2	0.4%
L113B	Reedslake-Le Sueur complex, 1 to 6 percent slopes	0.1	0.1%
LuA	Le Sueur loam, 1 to 3 percent slopes	12.9	29.0%
My	Klossner muck, 0 to 1 percent slopes	1.9	4.3%
SkB	Sparta-Dickinson complex, 2 to 6 percent slopes	3.3	7.4%
Wt	Webster clay loam, 0 to 2 percent slopes	2.8	6.2%
Totals for Area of Interest		44.5	100.0%

SPECIAL WATERS MAP



POLLUTION PREVENTION MEASURES

THE CONTRACTOR WILL IMPLEMENT THE POLLUTION PREVENTION MANAGEMENT MEASURES AS DIRECTIED IN THE NPDES PERMIT AS PERTAINING TO SOLID WASTIE, HAZARDOUS MATIERIALS, EXTIERNAL TRUCK WASHING, AND CONCRETIE WASHOUT ON SITE.

SOLID WASTE: NON-HAZARDOUS WASTE SUCH AS COLLECTED SEDIMENT, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION DEBRIS AND OTHER WASTES SHALL BE STOCKPILED AT AN APPROVED LOCATION. ALL NON-HAZARDOUS WASTE SHALL BE DISPOSED OF PROPERLY AND IN ACCORDANCE WITH MPCA REQUIREMENTS AND MNDOT SPECIFICATION 1717.A.4.

HAZARDOUS WASTE: ALL HAZARDOUS WASTE SUCH AS OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED. STORAGE SHALL INCLUDING SECONDARY CONTAINMENT OR OTHER MEASURES TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGES. ACCESS TO STORAGE AREAS MUST BE RESTRICTED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST COMPLY WITH MANUFACTURERS' RECOMMENDATIONS AND THE MPCA REQUIREMENTS.

CONSTRUCTION VEHICLE WASHING: EXTERNAL WASHING OF TRUCKS AND CONSTRUCTION VEHICLES WILL NOT BE ALLOWED ON SITE. ENGINE DEGREASING IS NOT ALLOWED ON SITE.

FUELING AND SPILL PLAN: THE CONTRACTOR SHALL HAVE A FUELING OPERATION PLAN AND A PLAN IN THE EVENT OF A SPILL

CHEMICAL TREATMENT PLAN: THE CONTRACTOR SHALL HAVE A CHEMICAL TREATMENT PLAN THAT INCLUDES CHEMICALS USED FOR FLOCCULATION

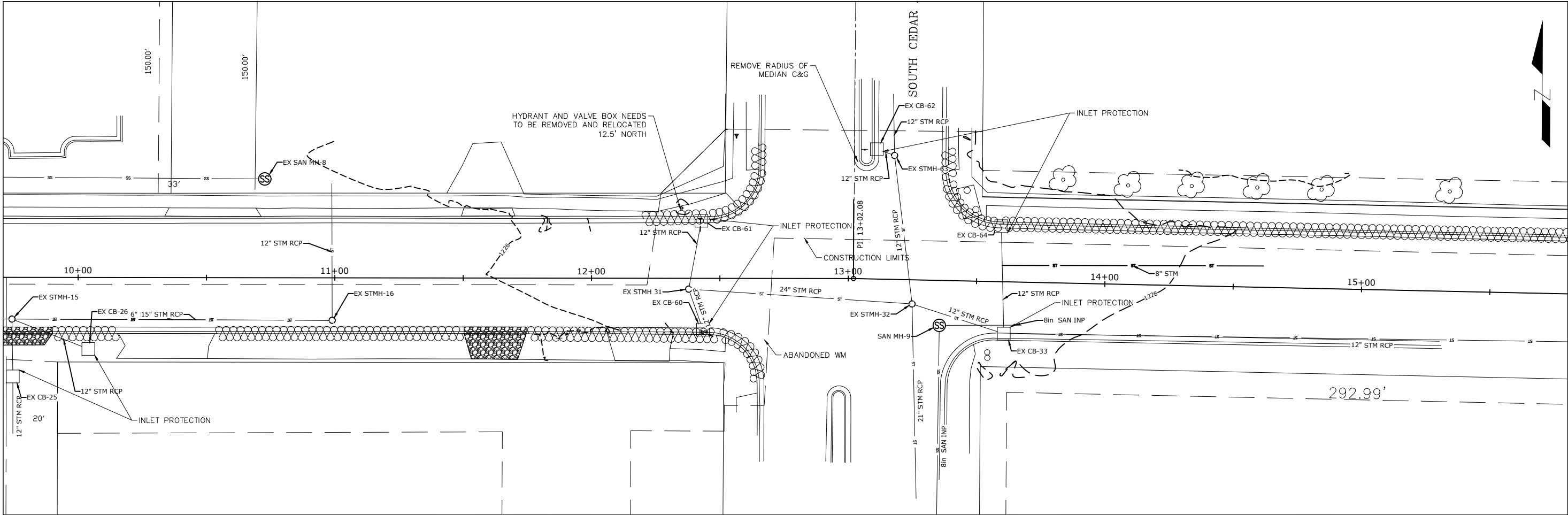
SANITARY AND SEPTIC WASTE: PORTABLE TOILETS ON THE SITE MUST BE SECURED AND SANITARY WASTE DISPOSAL WILL COMPLY WITH THE MPCA SEPTAGE MANAGEMENT GUIDELINES INCORPORATING 40 CFR PART 503.

FOR CONCRETIE WASHOUT ON SITE, ALL LIQUID AND SOLID WASTIES GENERATIED BY CONCRETIE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTIED CLAY LINER THAT DOES NOT ALLOW WASHOUT LIQUIDS TO ENTIER GROUND WATIER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTIES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETIE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTIES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETIE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.

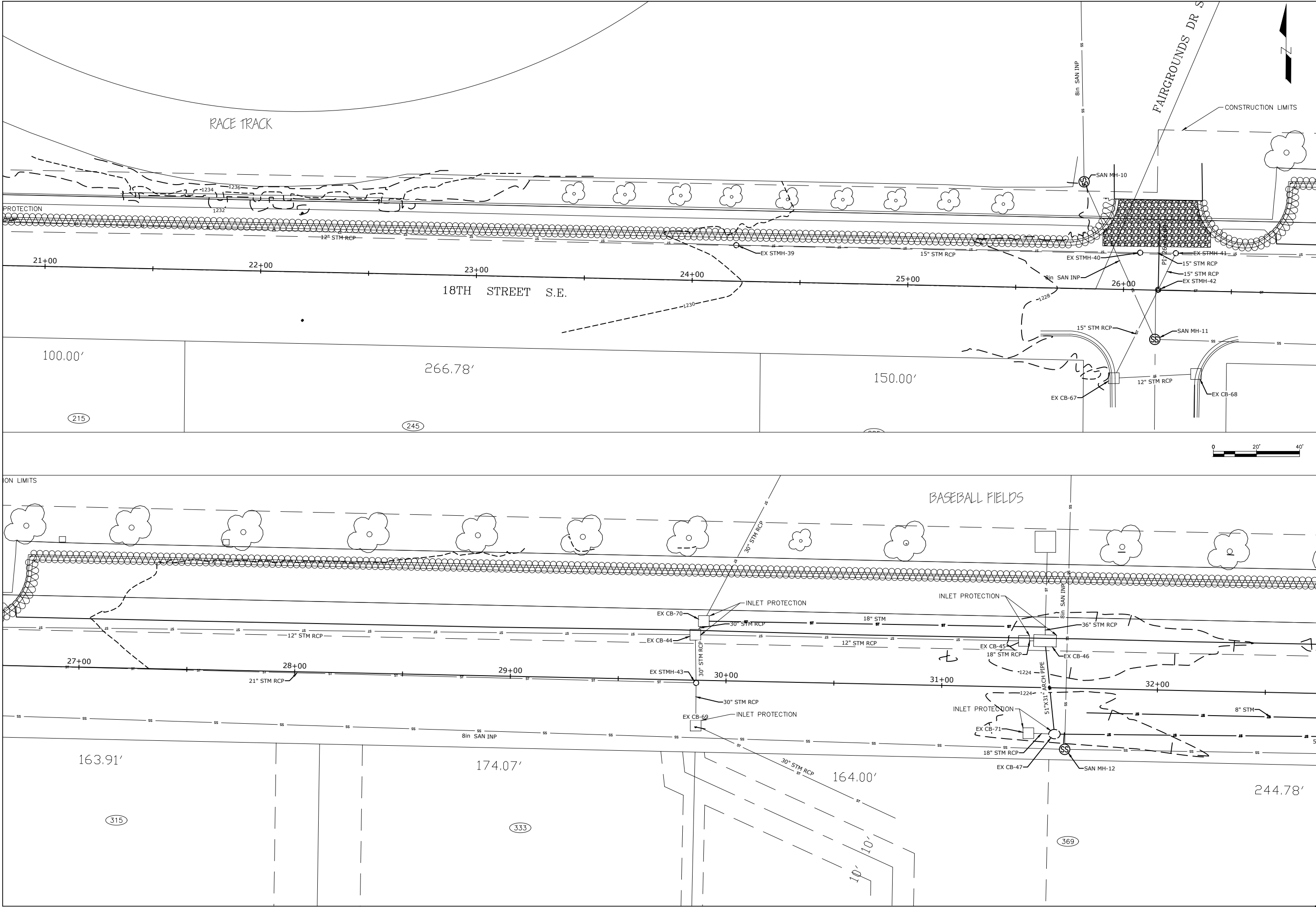
THESE MANAGEMENT MEASURES FOR POLLUTION PREVENTION WILL BE STRICTLY ENFORCED.

CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350 CITY OF OWATONNA 18TH ST S TRAIL- S.A.P. 153-090-002 SPECIAL WATERS AND SOILS MAP	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA	
	PRINT NAME: <u>SEAN P. MURPHY</u>	
	SIGNATURE: <u></u>	
	DATE: <u>5/2/2024</u>	
	LIC. NO. 56604	
	SURVEY	GPS
	DRAWN	MLS
	DESIGNED	MLS
	APPROVED	SPM
	DATE	MAY 2024
PROJ. NO.	E-174	

18TH ST TRAIL
NO SCALE
SHEET NUMBER
17 OF 54



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. PRINT NAME: SEAN P. MURPHY SIGNATURE: DATE: 5/2/2024 LIC. NO. 56604	CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350	CITY OF OWATONNA 18TH ST TRAIL S.A.P. 153-090-002 SWPPP	GPS	SURVEY
			MLS	DRAWN
			MLS	DESIGNED
			SPM	APPROVED
DATE: MAY 2024		PROJ. NO. E-174		
18TH ST TRAIL		1" = 40'		
SHEET NUMBER		19 OF 54		



SURVEY		GPS
DRAWN		MLS
DESIGNED		MLS
APPROVED		SPM
DATE	MAY 2024	
PROJ. NO.	E-174	

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PRINT NAME: SEAN P. MURPHY

SIGNATURE: _____

DATE: 5/2/2024

LIC. NO. 56604

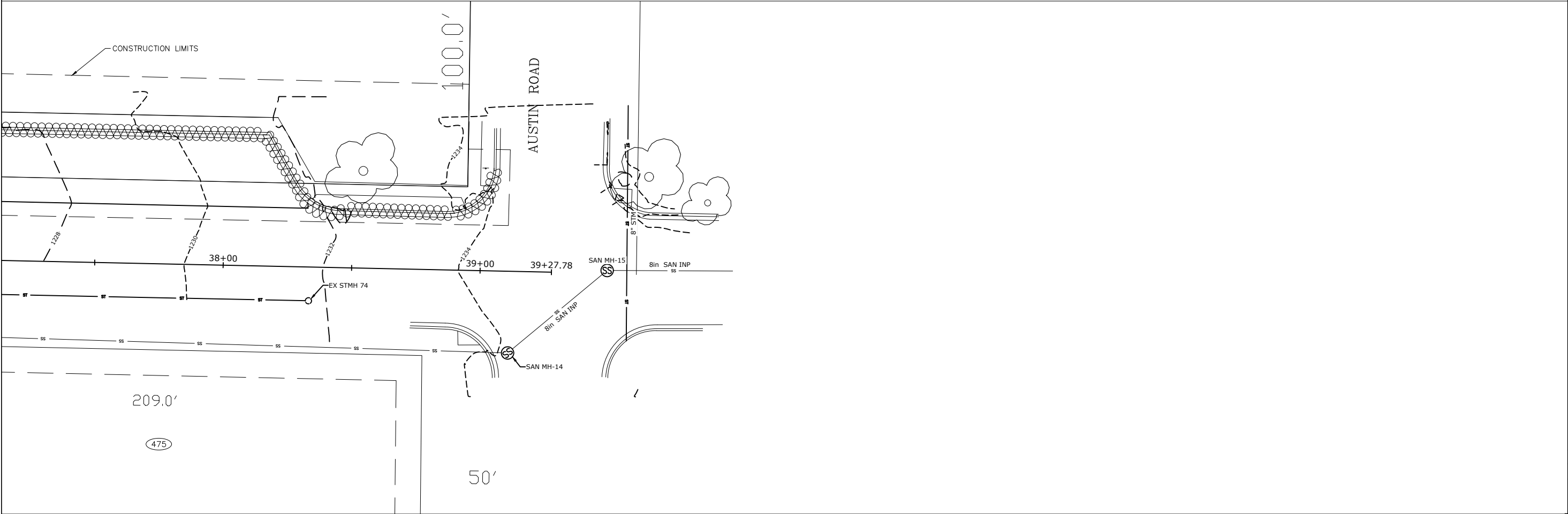
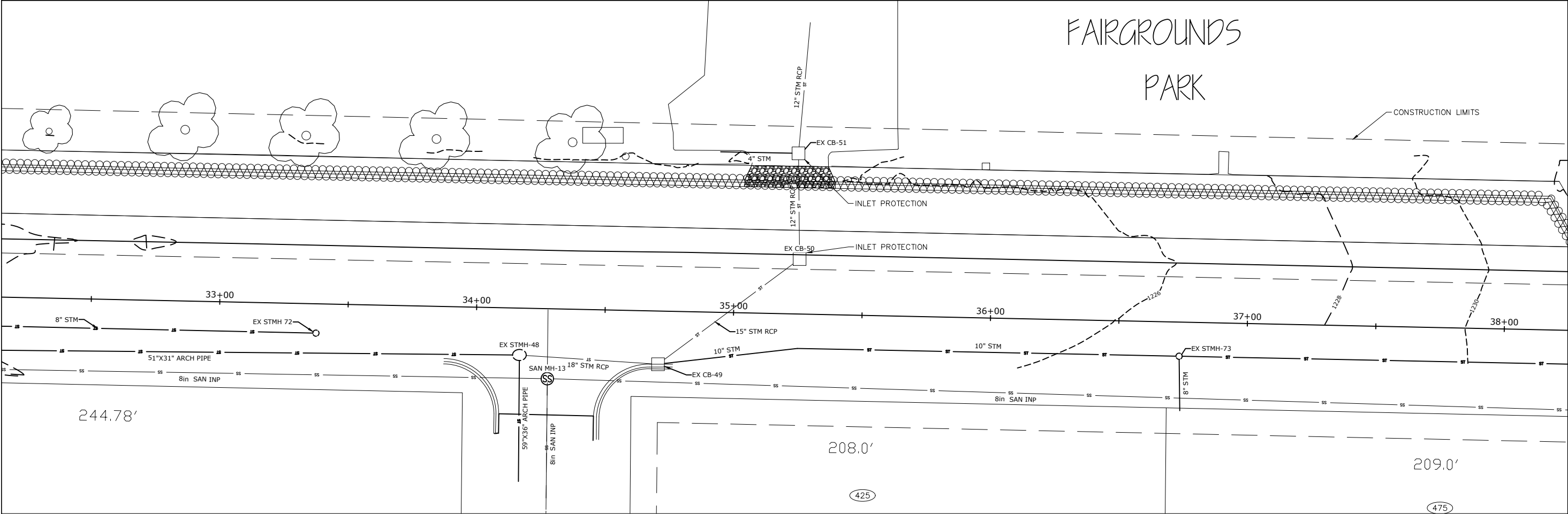
CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002

SWPPP

18TH ST TRAIL
1"=40'

SHEET NUMBER
20 OF 54



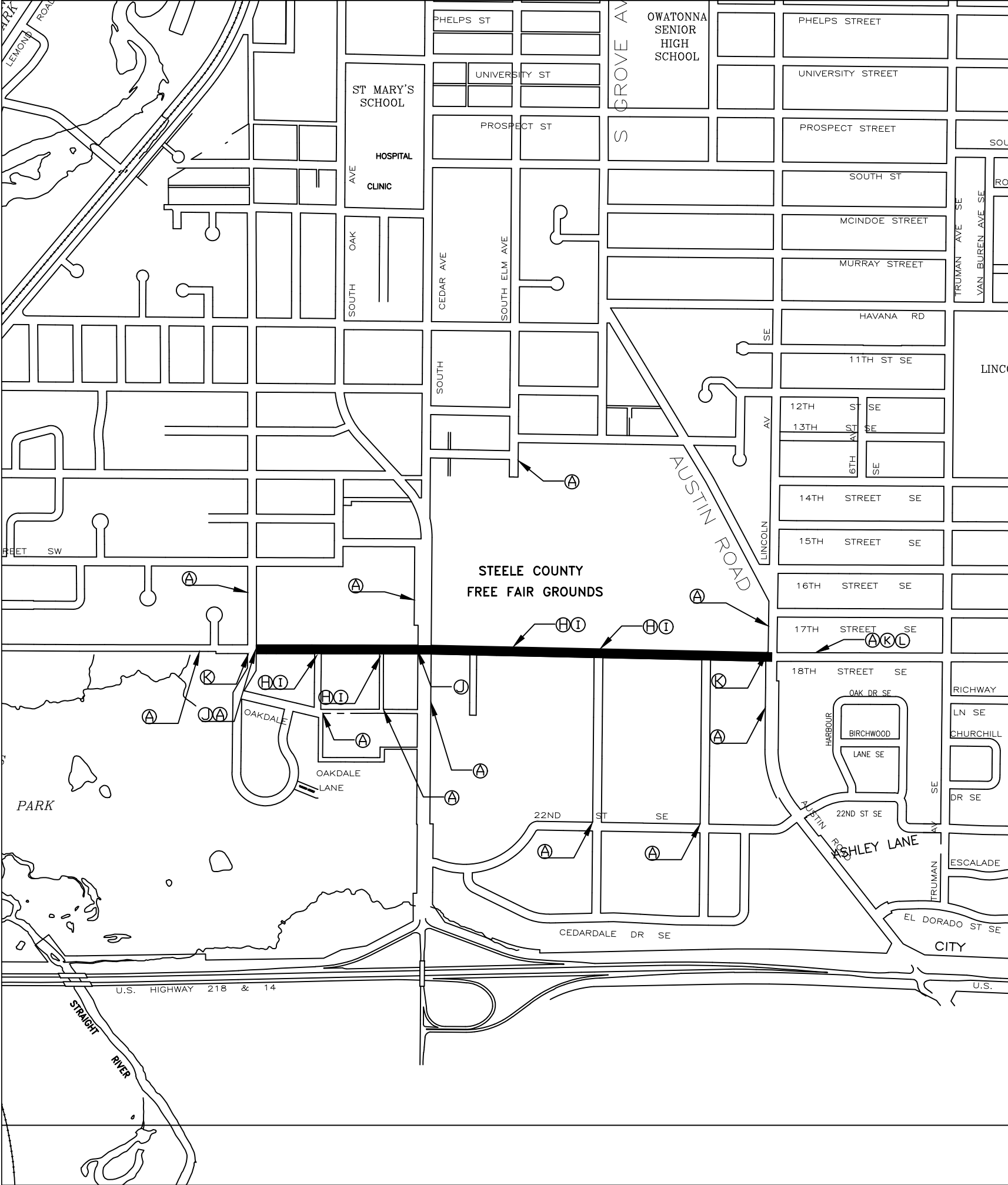
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MLS		DRAWN		DATE MAY 2024	
MLS		DESIGNED		APPROVED	
SPM		PRINT NAME: SEAN P. MURPHY		SIGNATURE: 	
DATE MAY 2024		DATE 5/2/2024		LIC. NO. 56604	

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CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002
SWPPP

18TH ST TRAIL
1"=40'
SHEET NUMBER
21 OF 54



SYMBOL	DEVICE	NUMBER	SIZE	QUANT.
(A)		W20-1	48" x 48"	10
(B)		W20-3	48" x 48"	1
(C)		W20-2	48" x 48"	0
(D)		M4-10L	48" x 18"	0
(E)		M4-10R	48" x 18"	0
(F)		M4-9S	30" x 24"	0
(G)		TYPE "A" AMBER	FLASHING LAMP	0
(H)		TYPE III BARRICADE	MIN. 6'	8
(I)		R11-4	60" x 30"	4
(J)		W6-4 OPPOSING TRAFFIC LANE DIVIDER	12" X 18"	2
(K)		W21-5A (R or L)	30" x 30"	2
(L)		W21-5B (R or L)	30" x 30"	2

- NOTES:
- TRAFFIC CONTROL LAYOUT IS NOT TO SCALE.
 - ALL DISTANCES ARE APPROXIMATE.
 - THE LOCATION OF THE TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE ENGINEER.
 - ALL TRAFFIC CONTROL SHALL CONFORM TO THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MN MUTCD) AND THE MOST RECENT VERSION OF THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL.
 - THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR CONSTRUCTION ZONE SIGNING WHICH MAY INCLUDE BUT NOT LIMITED TO SIGNS FOR LANE CLOSURES, BUMP, DIP, ROAD MACHINERY AHEAD, ETC. THE NUMBER AND LOCATION WILL BE DETERMINED BY THE CONTRACTOR'S OPERATION. THESE SIGNS AND DEVICES ARE NOT INCLUDED IN THE TRAFFIC CONTROL TABULATION.
 - TYPE "A" FLASHING AMBER LAMPS ARE REQUIRED AT LOCATIONS SHOWN AND OTHERS MAY BE REQUIRED IF DIRECTED BY THE ENGINEER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO KEEP ROAD OPEN TO LOCAL TRAFFIC AND TO PERFORM ALL CONSTRUCTION OPERATIONS UNDER TRAFFIC. FLAGGERS MUST BE PRESENT ON EITHER END OF ALL ROAD CONSTRUCTION WORK WHICH CROSSES THE ENTIRE ROAD & PAVING OPERATIONS.

GPS

SURVEY

MIS

DRAWN

MLS

DESIGNED

SPM

APPROVED

DATE

MAY 2024

PROJ. NO.

E-174

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME:

SEAN P. MURPHY

SIGNATURE:

DATE:

5/2/2024

LIC. NO.

56604

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

18TH ST TRAIL-S.A.P. 153-090-002

TRAFFIC CONTROL PLAN

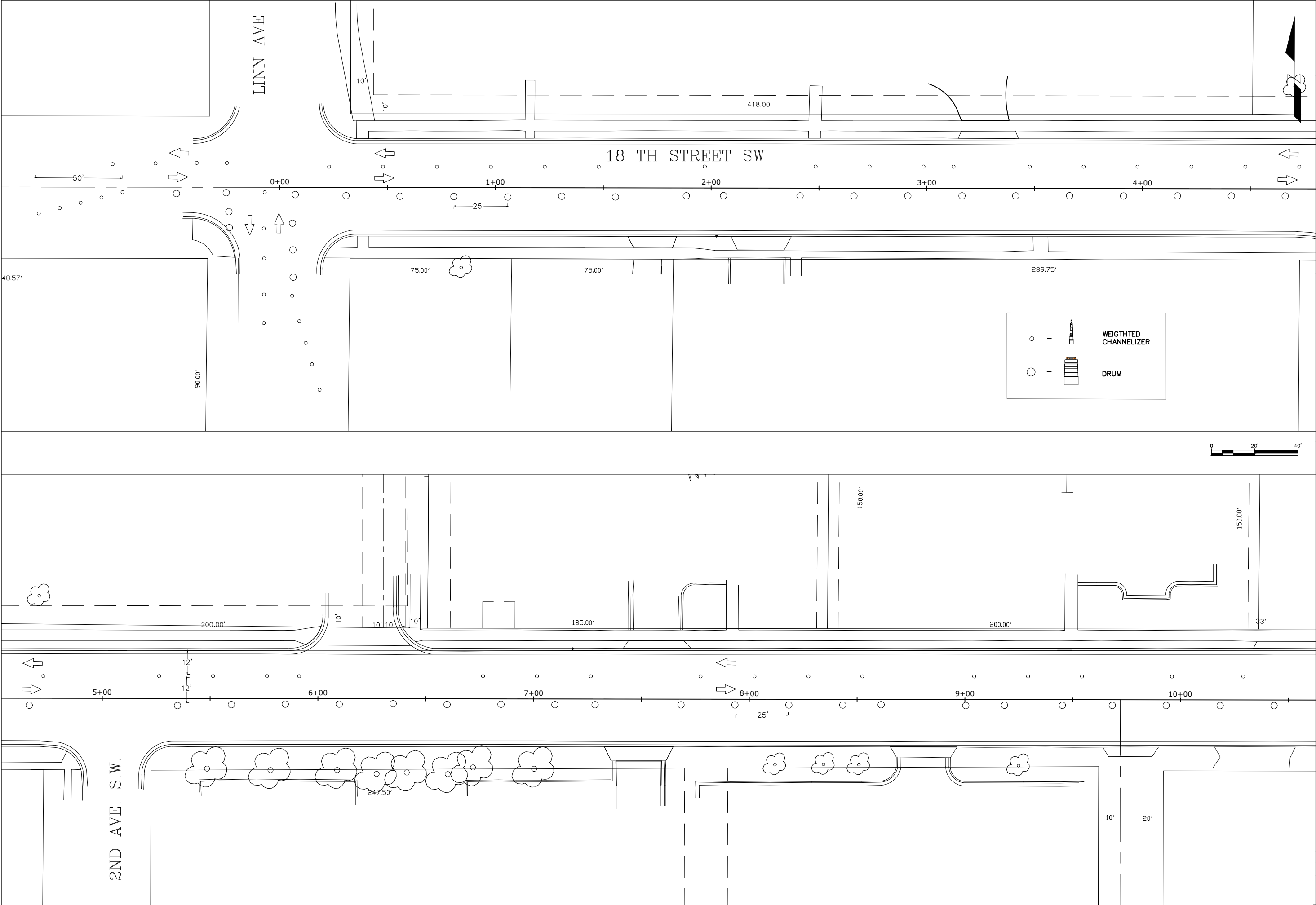
18TH S TRAIL

1"=400'

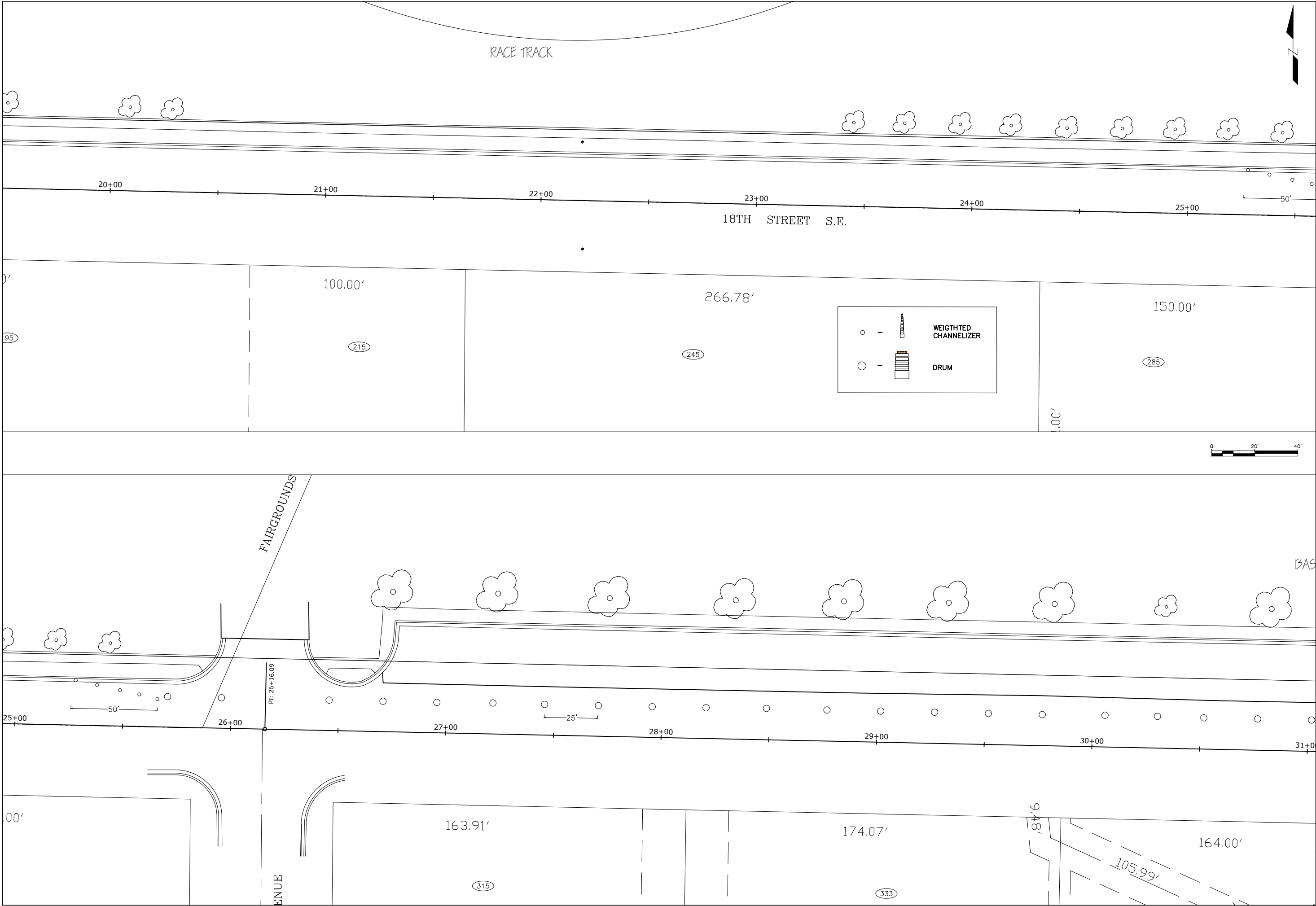
SHEET NUMBER

22 OF 54

Page 163 of 252



18TH ST TRAIL	
1" = 40'	
SHEET NUMBER	
23 OF 54	
TRAFFIC CONTROL	
CITY OF OWATONNA 18TH ST TRAIL-S.A.P. 153-090-002	
CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY SIGNATURE:  DATE: 5/2/2024 LIC. NO. 56604 PROJ. NO. E-174	
SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

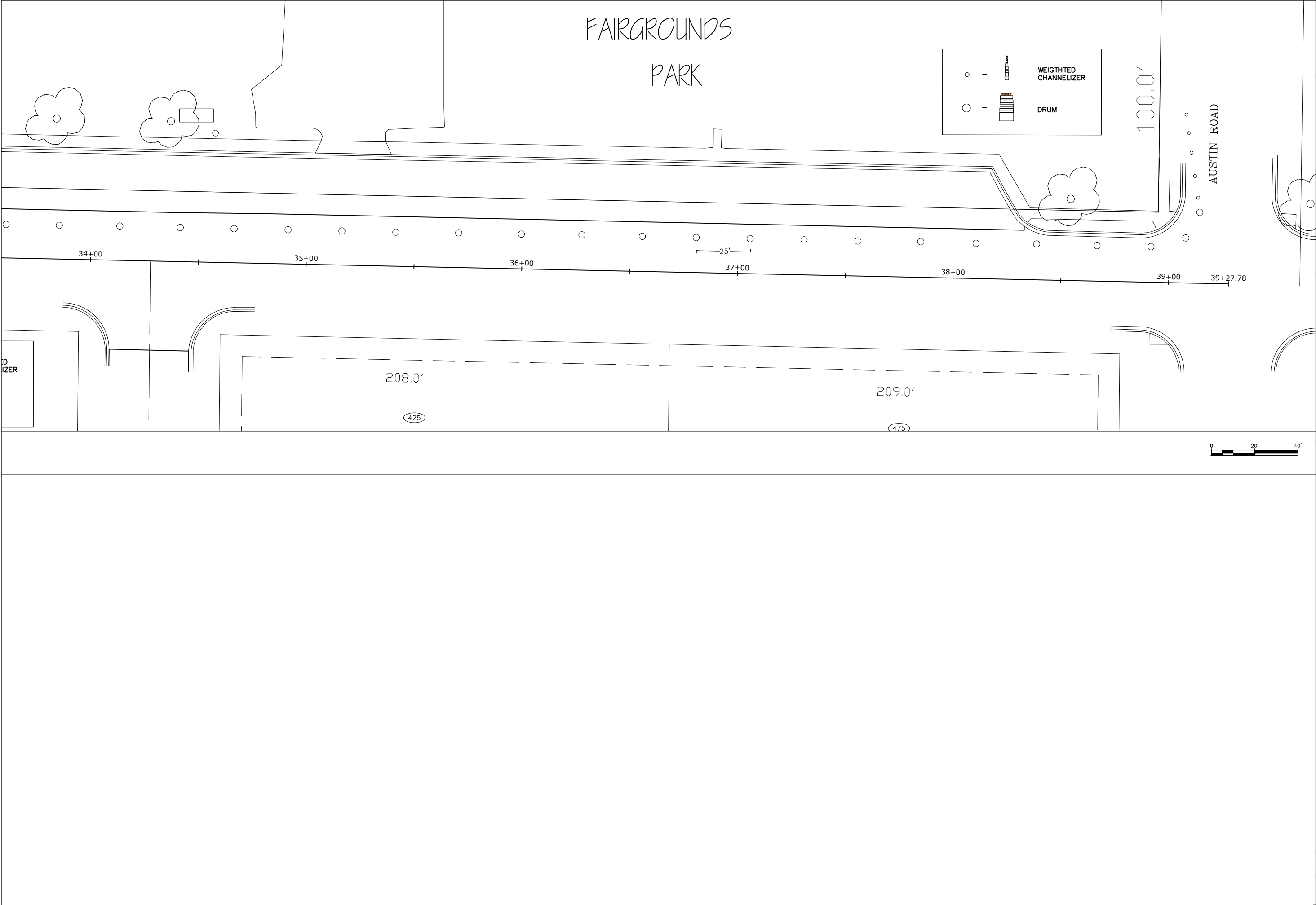


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	DRAWN	MLS
	DESIGNED	MLS
	APPROVED	SPM
DATE	MAY 2024	PROJ. NO.
SIGNATURE:	5/2/2024	LC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002
TRAFFIC CONTROL

18TH ST TRAIL
1"=40'
SHEET NUMBER
25 OF 54



18TH ST TRAIL		GPS	
1"=40'		MIS	
SHEET NUMBER		DESIGNED	
26 OF 54		MIS	
		APPROVED	
		DATE	
		MAY 2024	
		PROJ. NO.	
		E-174	

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PRINT NAME: SEAN P. MURPHY

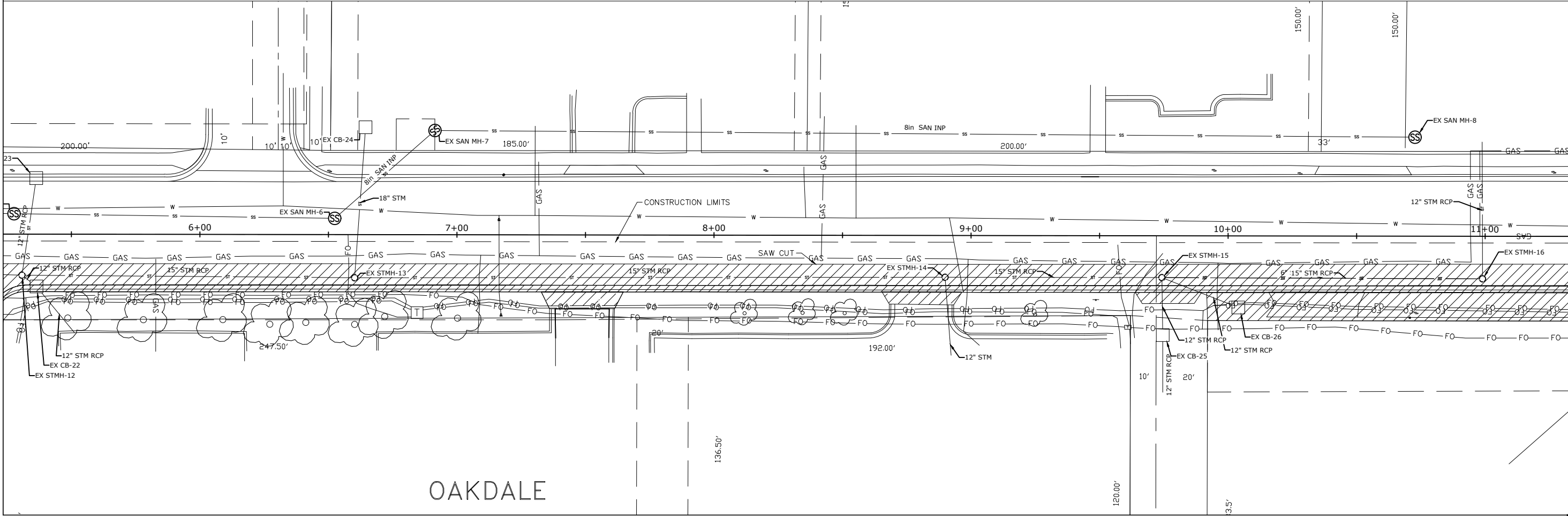
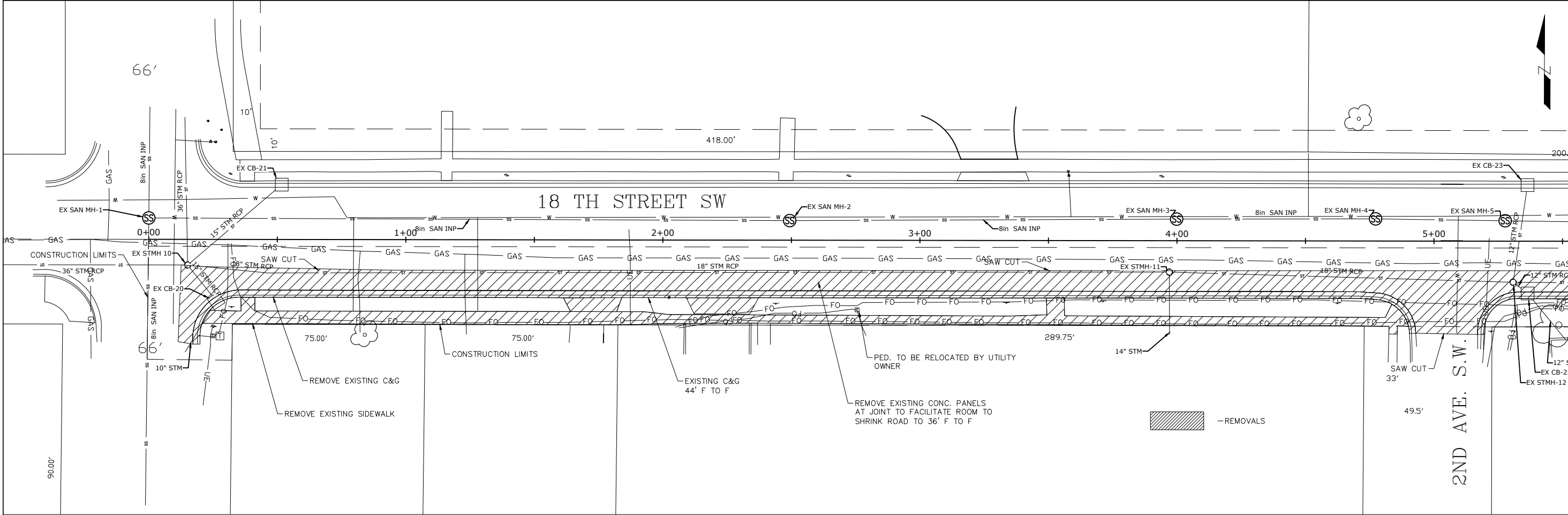
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DATE: 5/22/2024

LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

TRAFFIC CONTROL



SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

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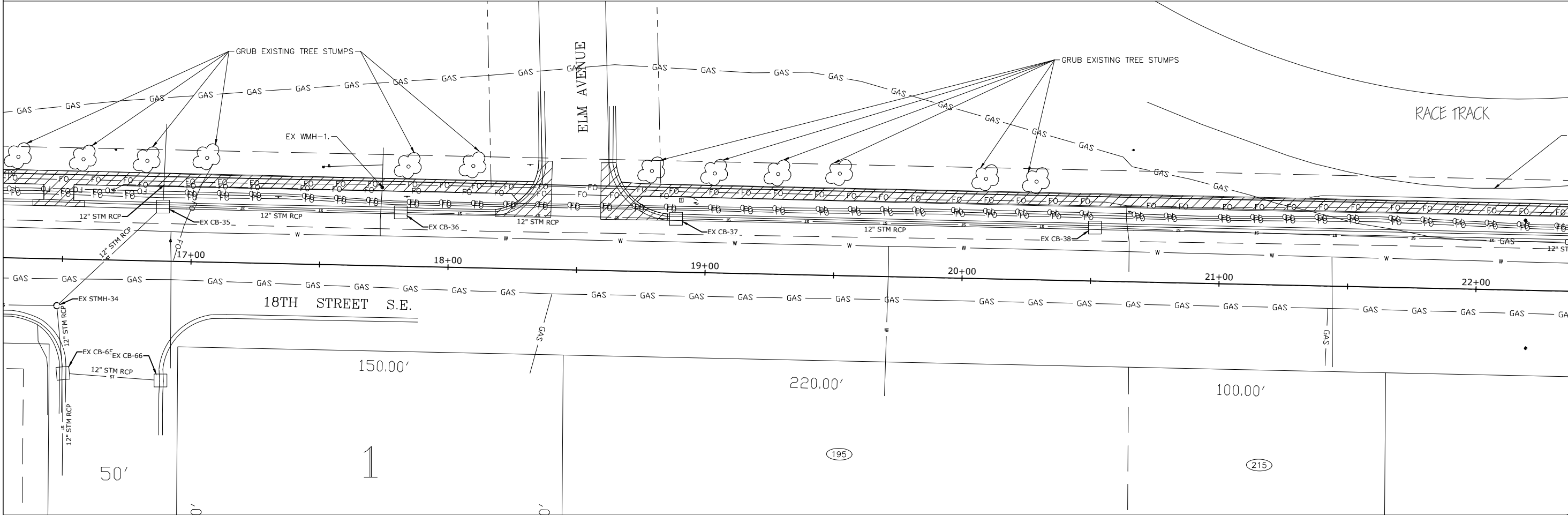
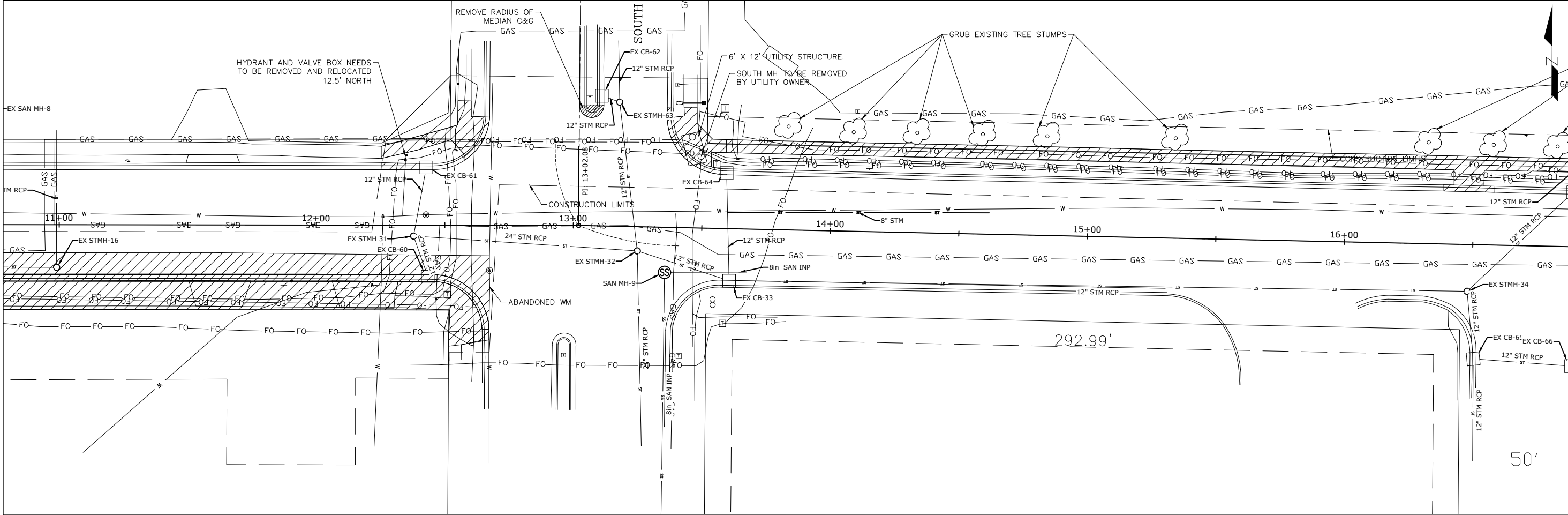
SIGNATURE: 

DATE: 5/2/2024

LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002
REMOVALS
18TH ST TRAIL
1" = 40'
SHEET NUMBER
27 OF 54



GPS	MLS	MLS	SPM
SURVEY	DRAWN	DESIGNED	APPROVED
DATE	MAY 2024	DATE	MAY 2024
PROJ. NO.	E-174	PROJ. NO.	E-174

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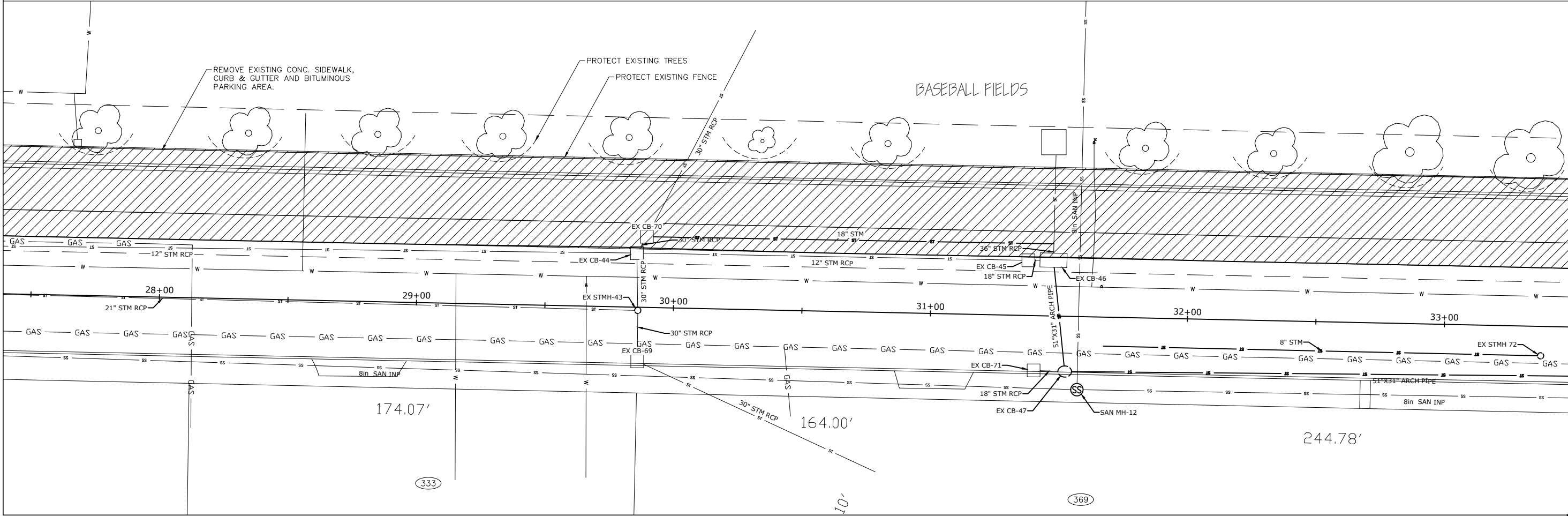
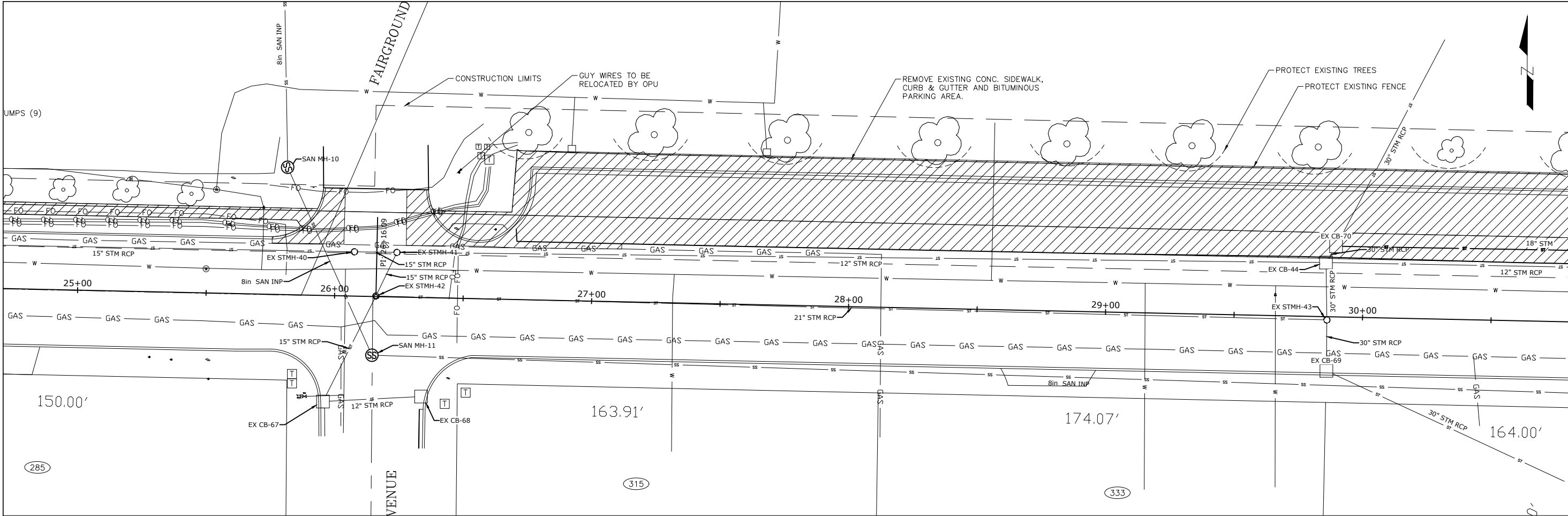
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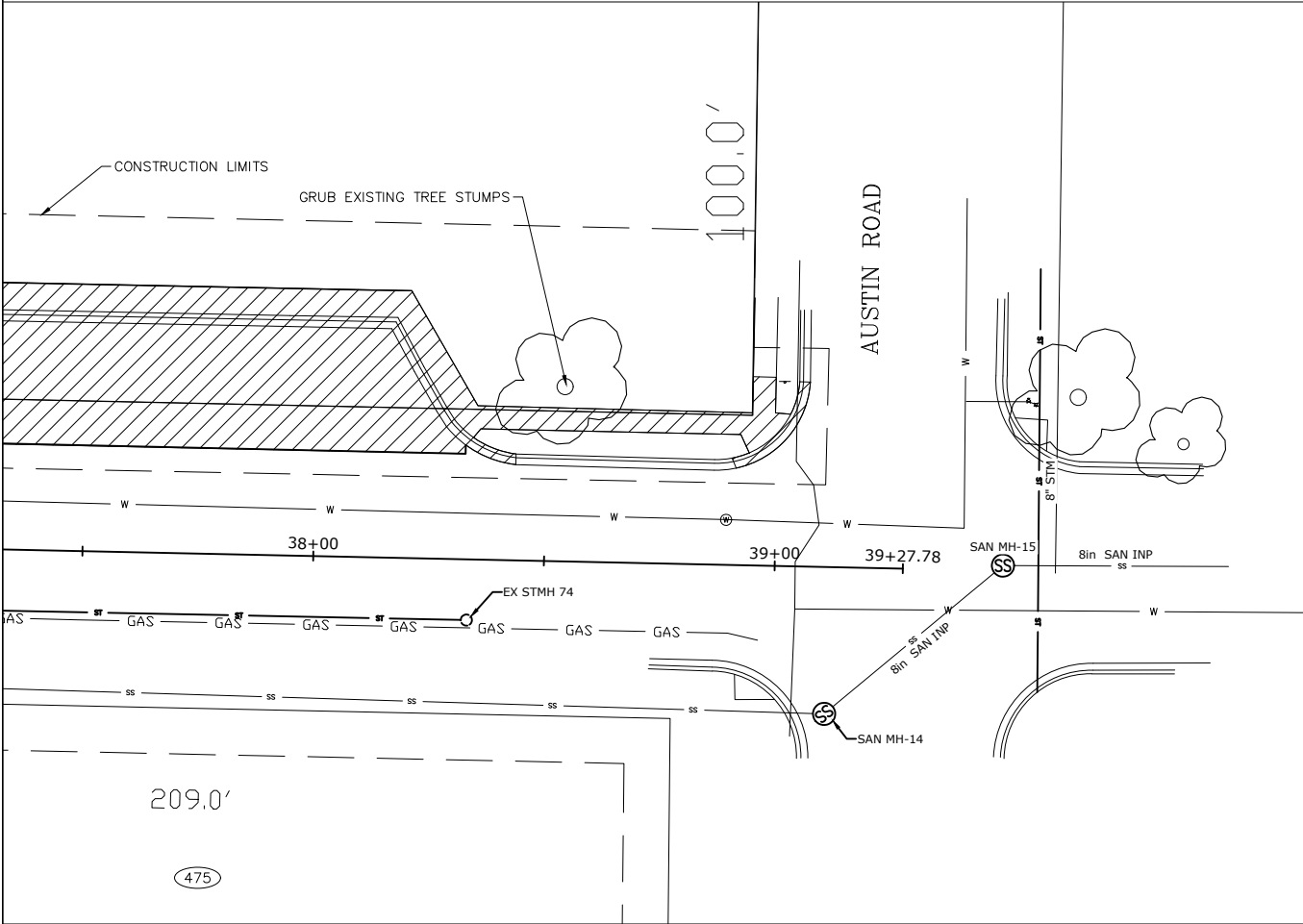
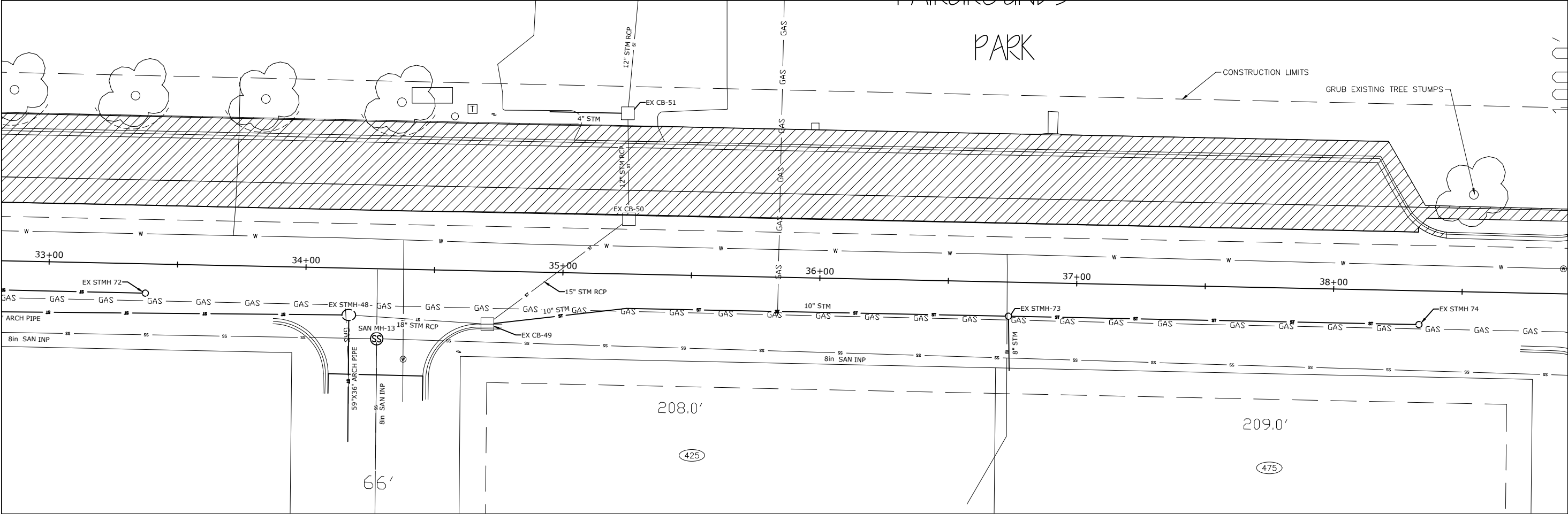
LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002
REMOVALS
18TH ST TRAIL
1"=40'
SHEET NUMBER
28 OF 54



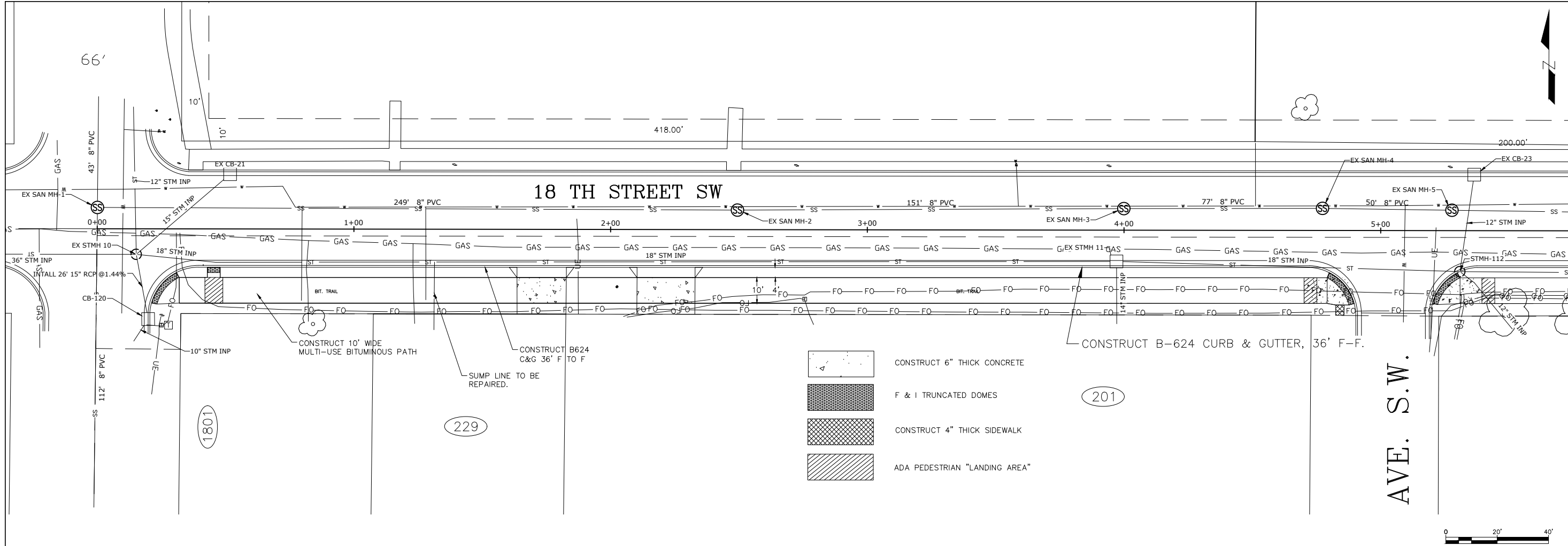
SURVEY GPS	DRAWN MLS	DESIGNED MLS	APPROVED SPM	DATE MAY 2024	PROJ. NO. E-174	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY SIGNATURE:  DATE: 5/2/2024
CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350						
CITY OF OWATONNA 18TH ST TRAIL-S.A.P. 153-090-002						REMOVALS
18TH ST TRAIL						
1"=40'						
SHEET NUMBER						
29 OF 54						



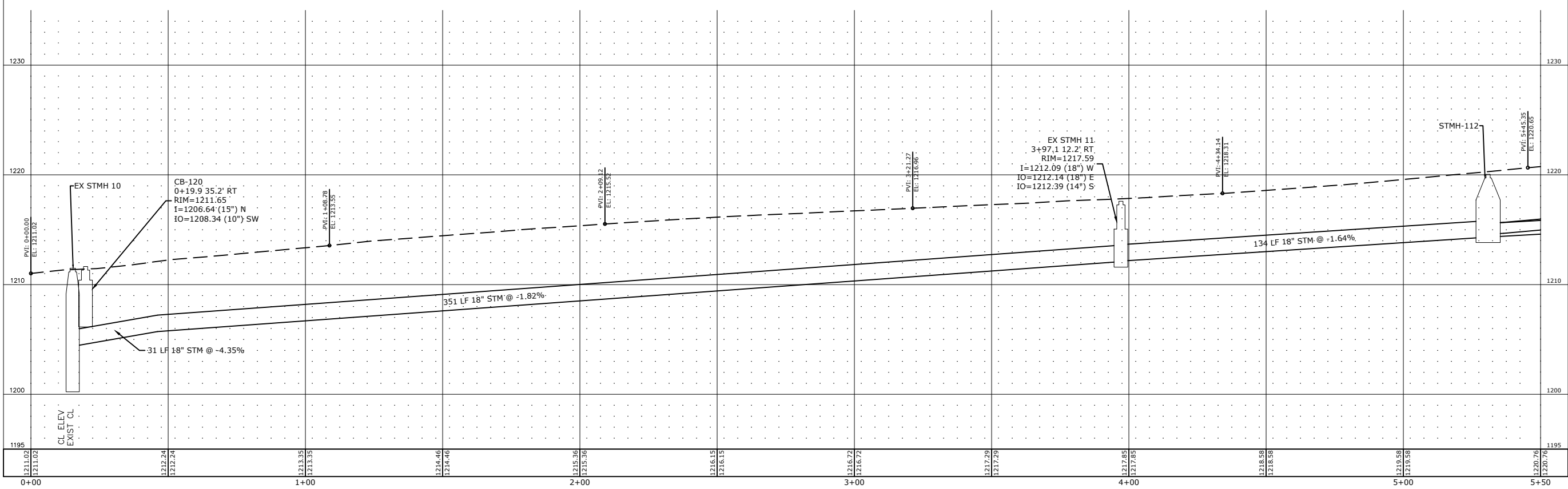
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA		SURVEY GPS
PRINT NAME: SEAN P. MURPHY		DRAWN MLS
SIGNATURE:		DESIGNED MLS
DATE: 5/2/2024		APPROVED SPM
PROJECT NO.: 56604		DATE: MAY 2024
LIC. NO.: 56604		PROJ. NO.: E-174

CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350	CITY OF OWATONNA 18TH ST TRAIL-S.A.P. 153-090-002 REMOVALS
--	---

18TH ST TRAIL
1"=40'
SHEET NUMBER
30 OF 54



18TH St Centerline 0+00 to 5+50.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'



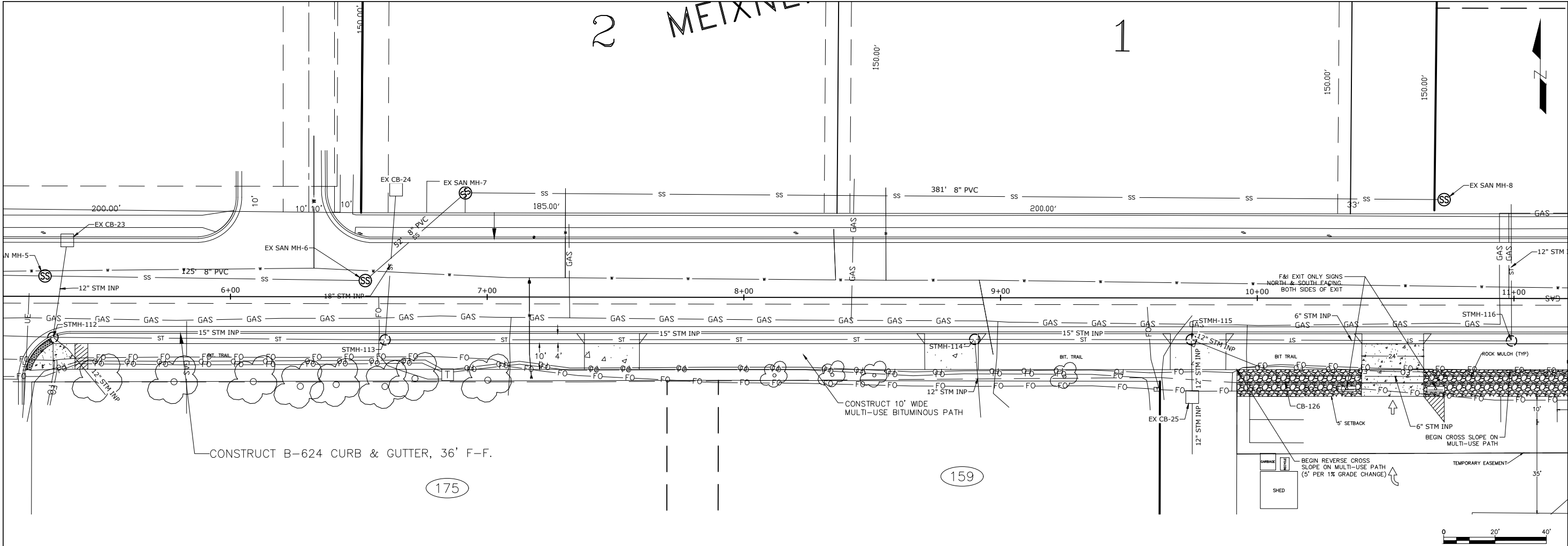
SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

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PRINT NAME: SEAN P. MURPHY
SIGNATURE: 
DATE: 5/2/2024
LIC. NO. 56604

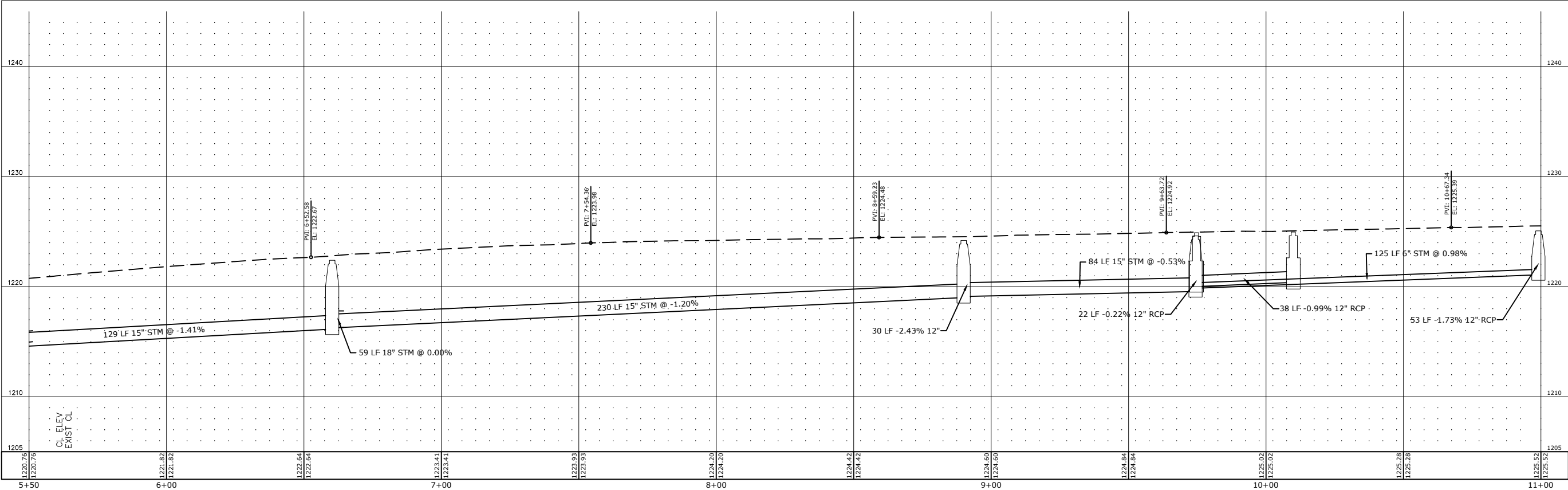
CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST. TRAIL-S.A.P. 153-090-002
DESIGN PLAN & PROFILE

18TH ST. TRAIL
1"=40'
SHEET NUMBER
31 OF 54



18TH St Centerline 5+50 to 11+00.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'



GPS
SURVEY

MLS
DRAWN

MLS
DESIGNED

SPM
APPROVED

MAY 2024
DATE

e-174
PROJ. NO.

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PRINT NAME: SEAN P. MURPHY

SIGNATURE:

DATE: 5/2/2024

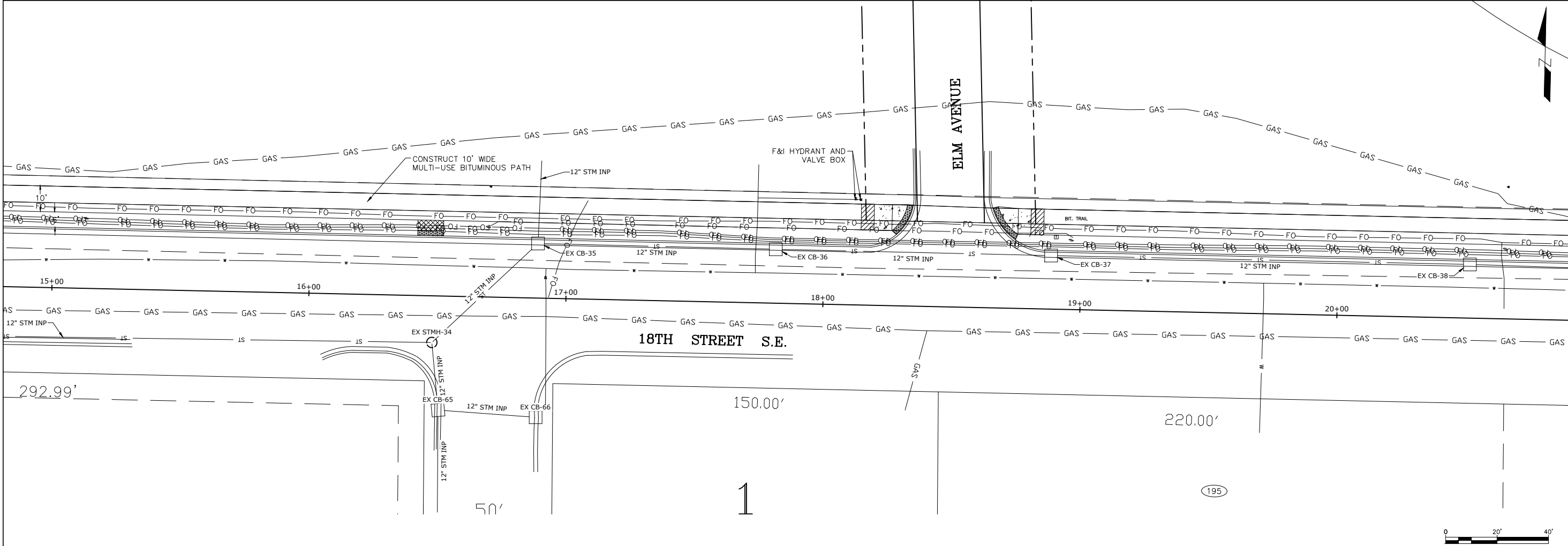
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CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

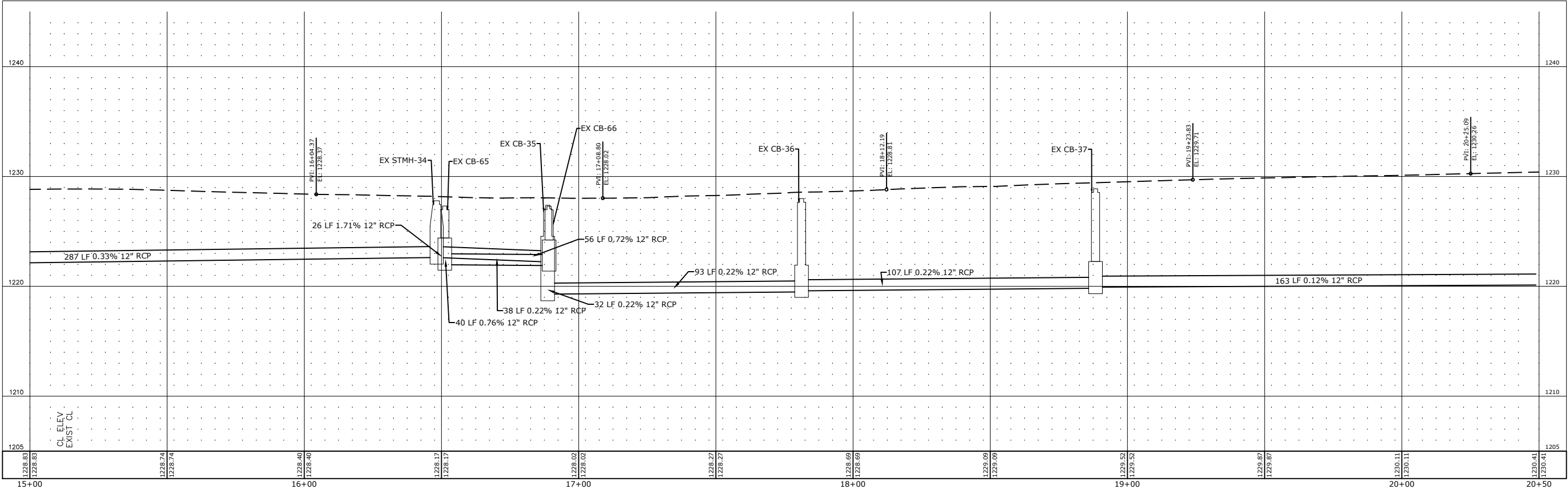
18TH ST TRAIL
1" = 40"
SHEET NUMBER
32 OF 54

DESIGN PLAN & PROFILE

Page 173 of 252



18TH St Centerline 15+00 to 20+50.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'



GPS SURVEY

MLS DRAWN

MLS DESIGNED

SPM APPROVED

DATE MAY 2024

PROJ. NO. E-174

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PRINT NAME: SEAN P. MURPHY

SIGNATURE:

DATE: 5/2/2024

LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST TRAIL-S.A.P. 153-090-002
DESIGN PLAN & PROFILE

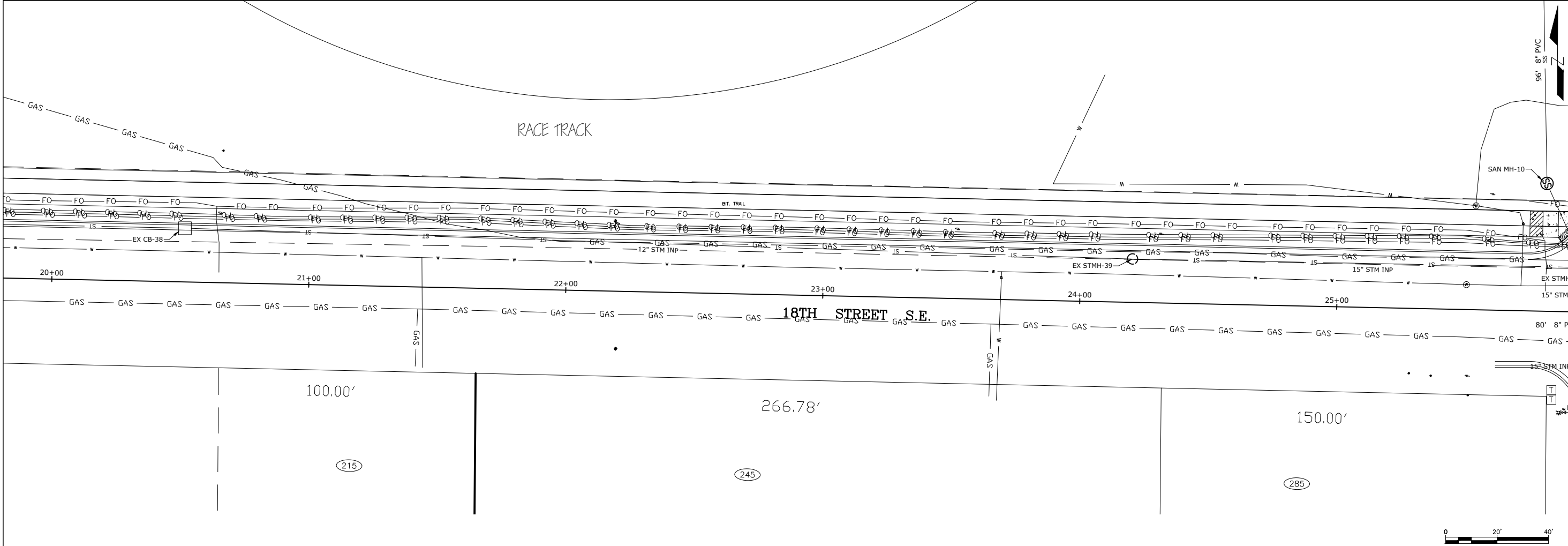
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1" = 40'

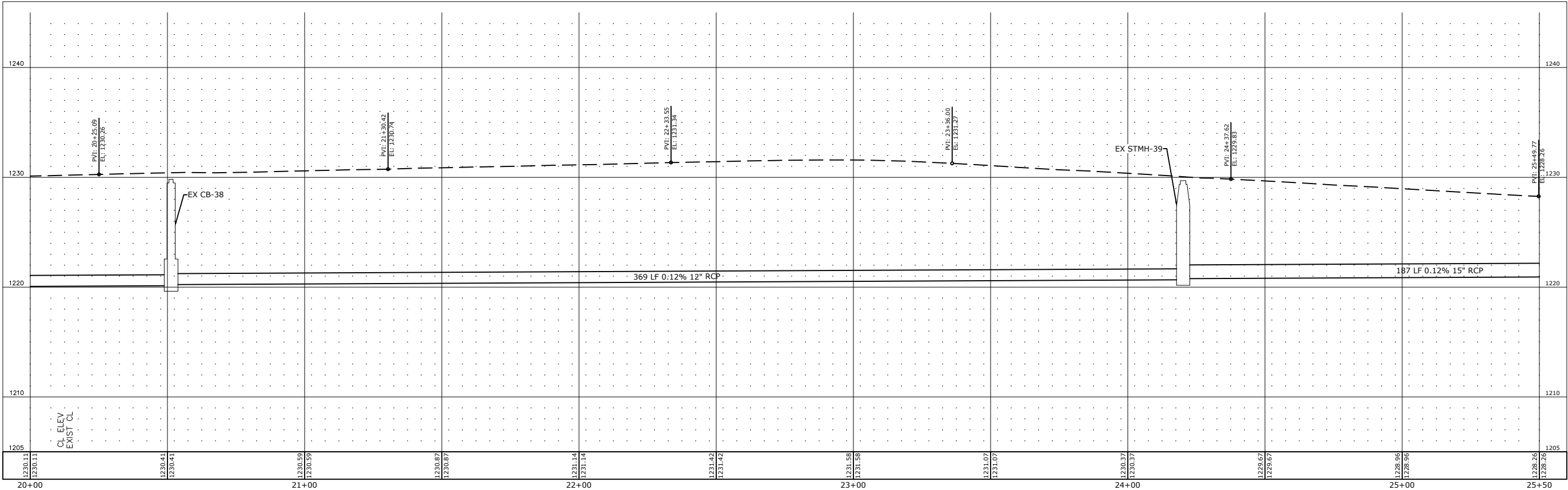
SHEET NUMBER

34 OF 54

Page 175 of 252



18TH St Centerline 20+00 to 25+50.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'



GPS

MLS

MLS

SPM

SURVEY

DRAWN

DESIGNED

APPROVED

DATE

MAY 2024

PROJ. NO.

E-174

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PRINT NAME: SEAN P. MURPHY

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DATE: 5/2/2024

LIC. NO. 56604

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

18TH ST TRAIL- S.A.P 153-090-002

DESIGN PLAN & PROFILE

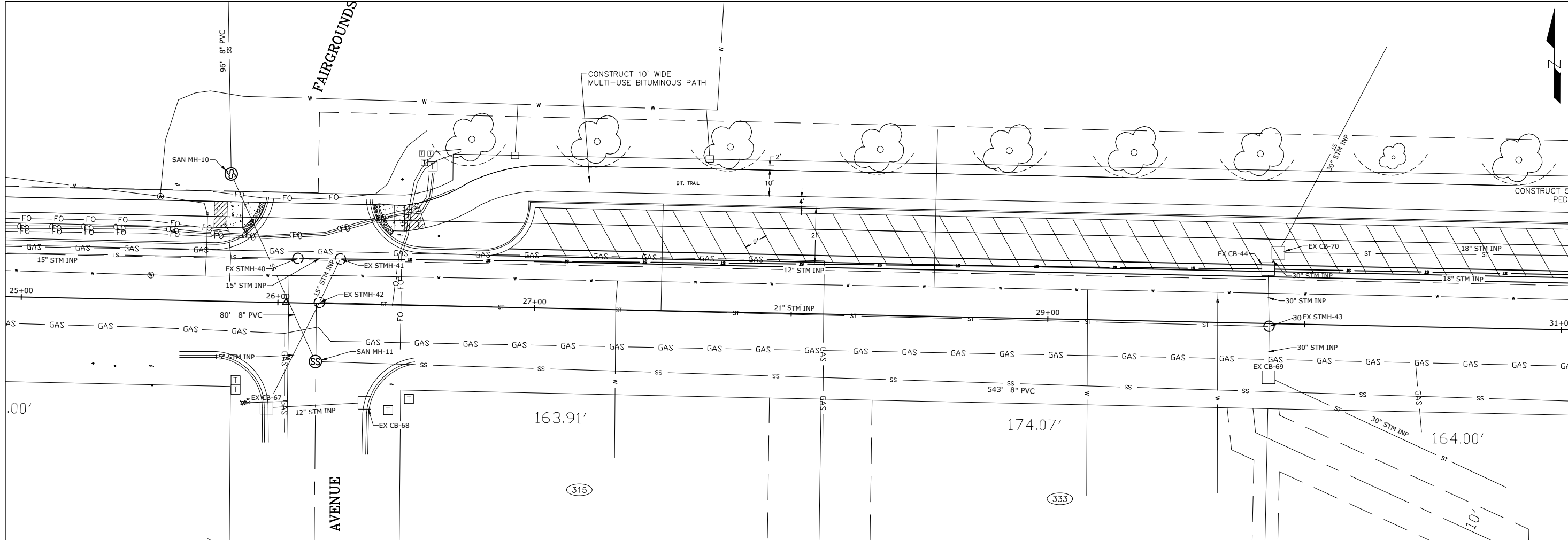
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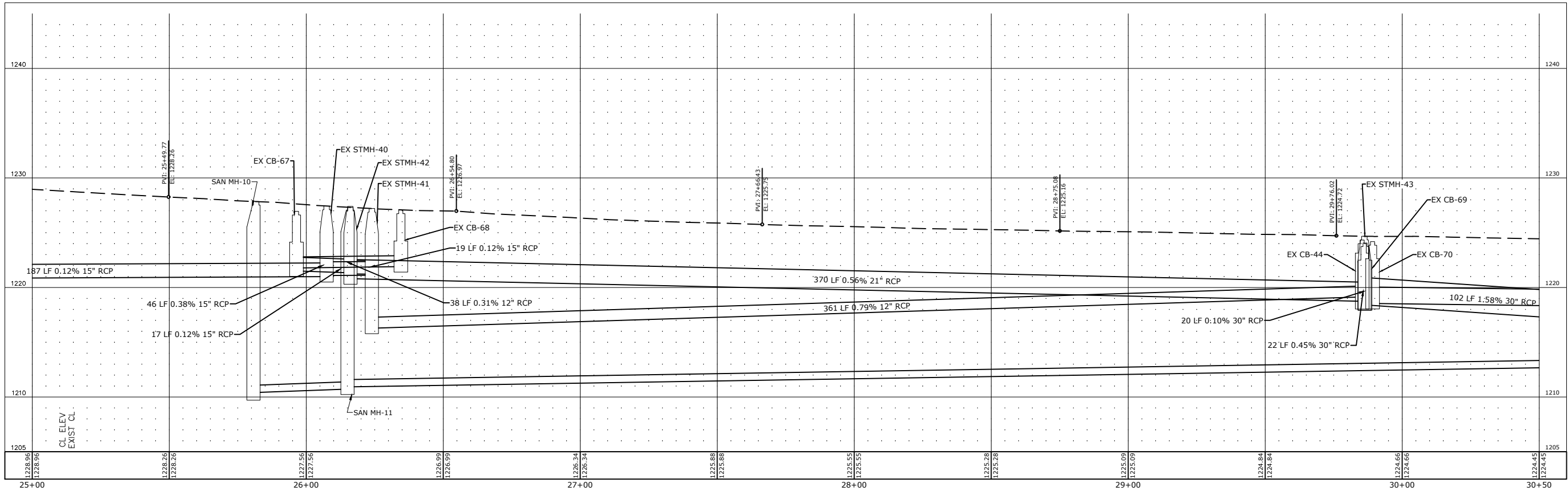
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35 OF 54

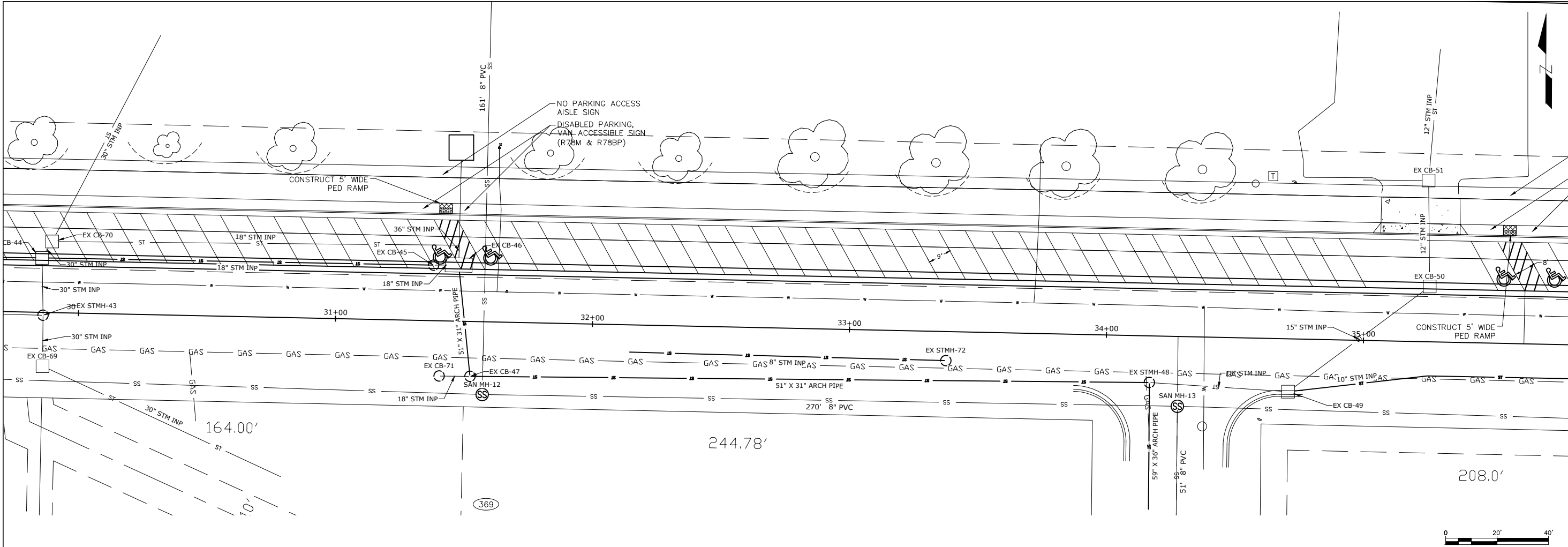
Page 176 of 252



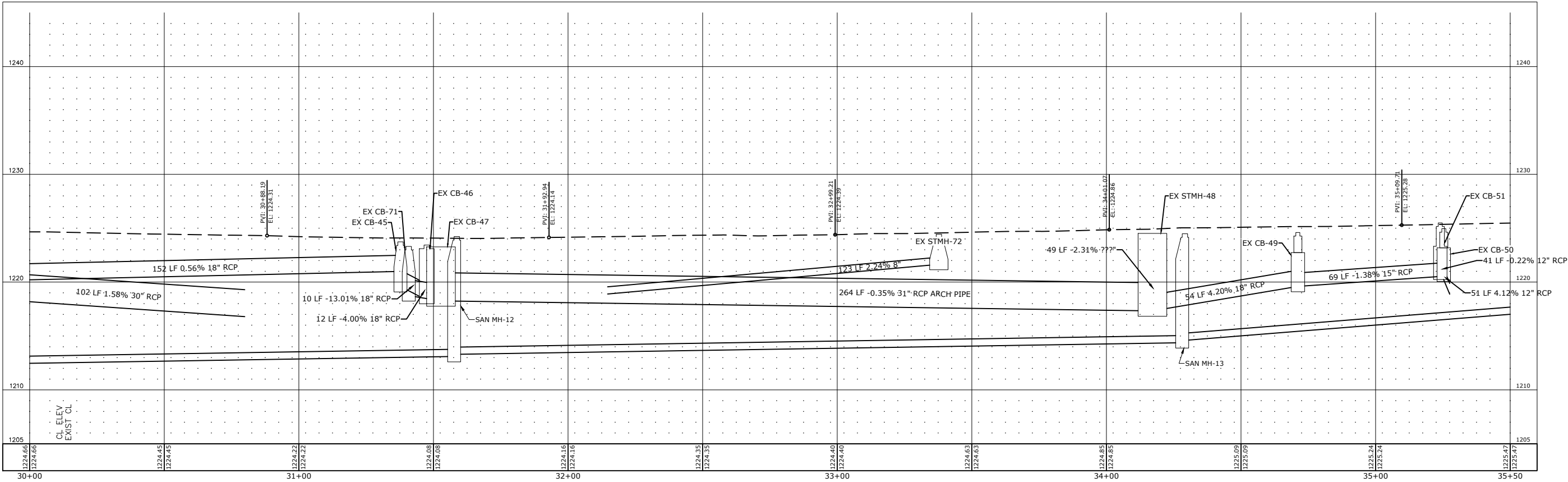
18TH St Centerline 25+00 to 30+50.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'



CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350		DESIGN PLAN & PROFILE	
18TH ST TRAIL - S.A.P. 153-090-002		18TH ST TRAIL	
1" = 40'		1" = 40'	
SHEET NUMBER		36 OF 54	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA	
PRINT NAME: SEAN P. MURPHY		PRINT NAME: SEAN P. MURPHY	
SIGNATURE: [Signature]		SIGNATURE: [Signature]	
DATE: 5/2/2024		DATE: 5/2/2024	
PROJECT NO.: 56604		PROJECT NO.: 56604	
SURVEY: GPS		SURVEY: GPS	
DRAWN: MLS		DRAWN: MLS	
DESIGNED: MLS		DESIGNED: MLS	
APPROVED: SPM		APPROVED: SPM	
DATE: MAY 2024		DATE: MAY 2024	
PROJ. NO.: E-174		PROJ. NO.: E-174	



18TH St Centerline 30+00 to 35+50.00
HORZ SCALE 1"=20'
VERT SCALE 1"=5'

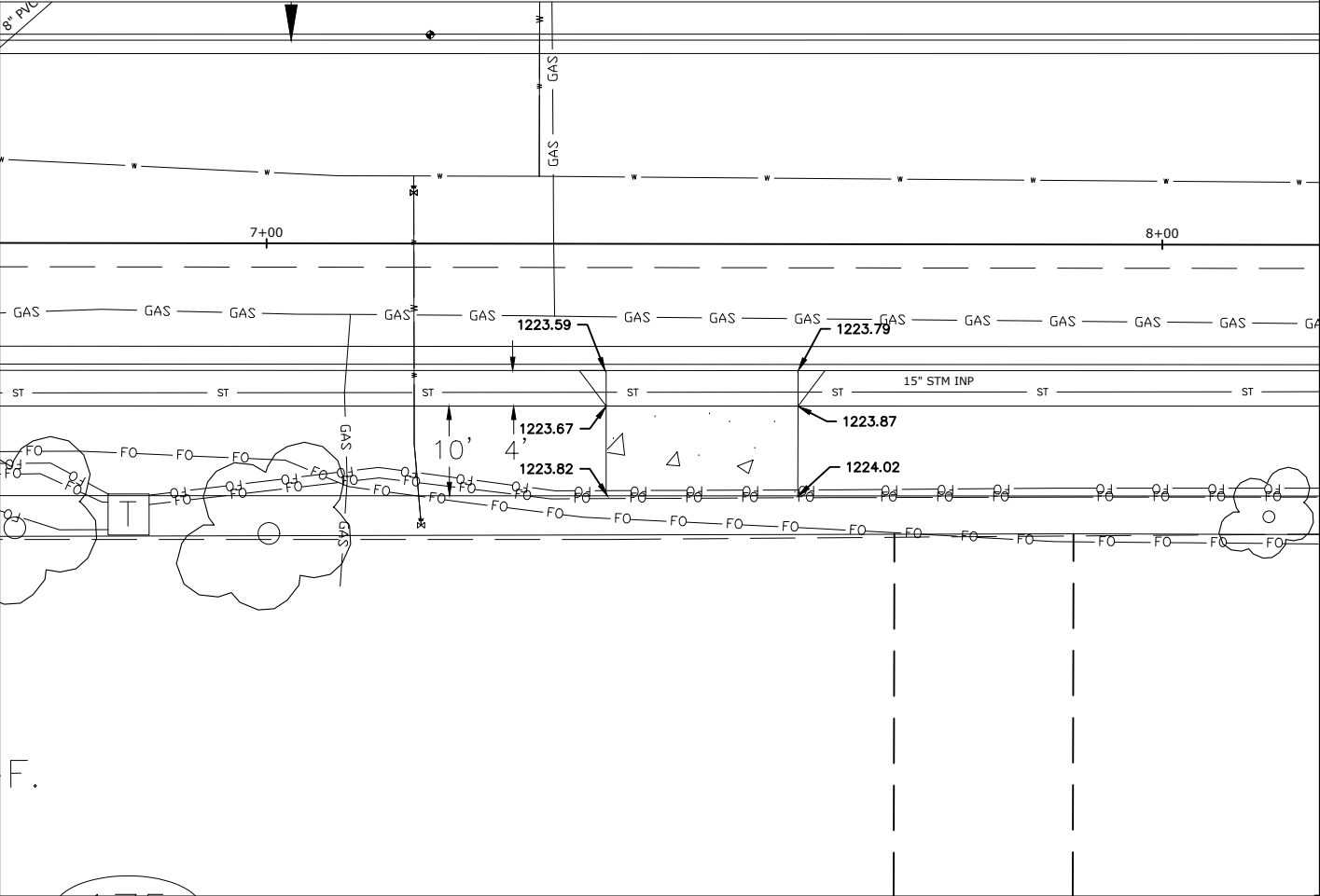
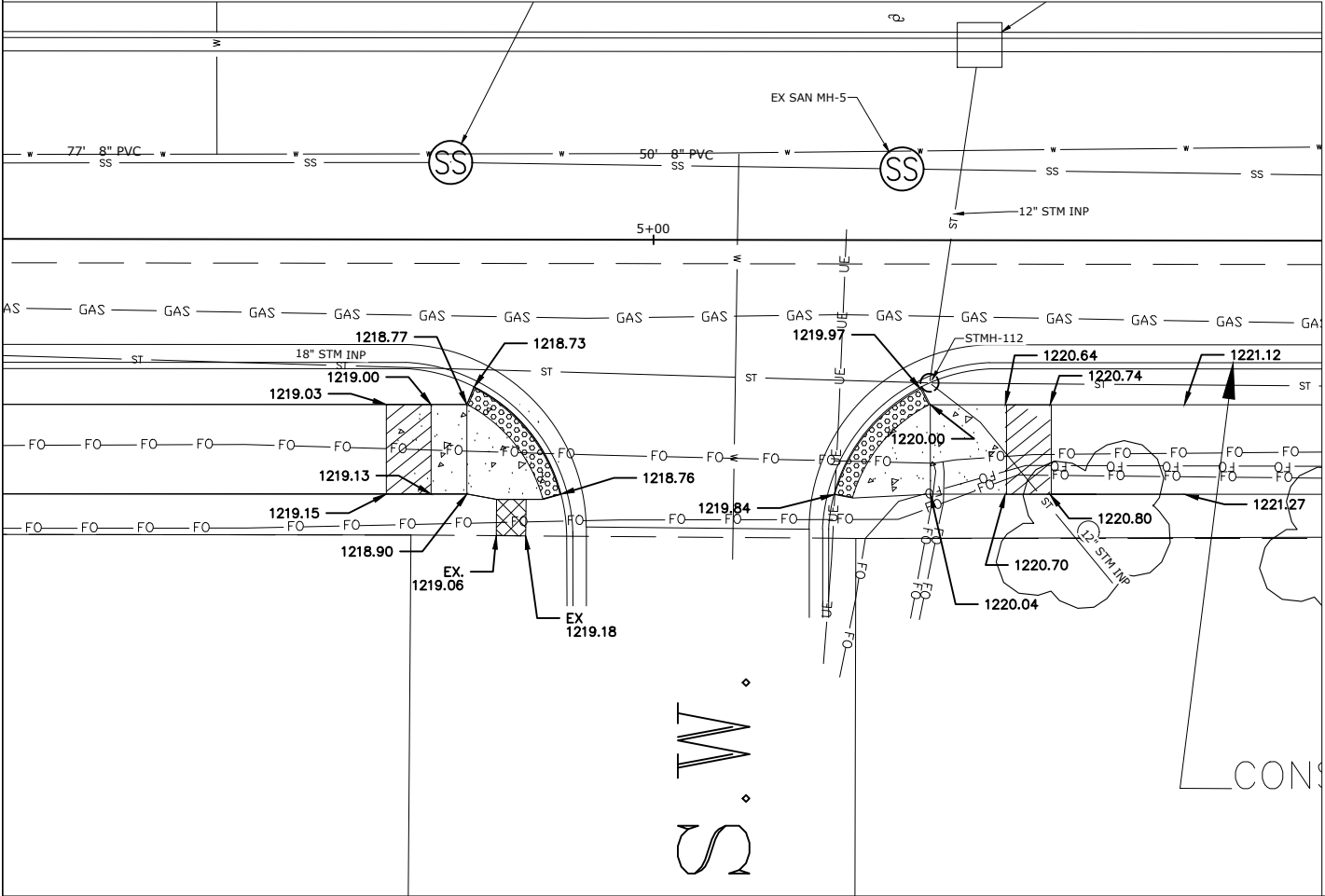
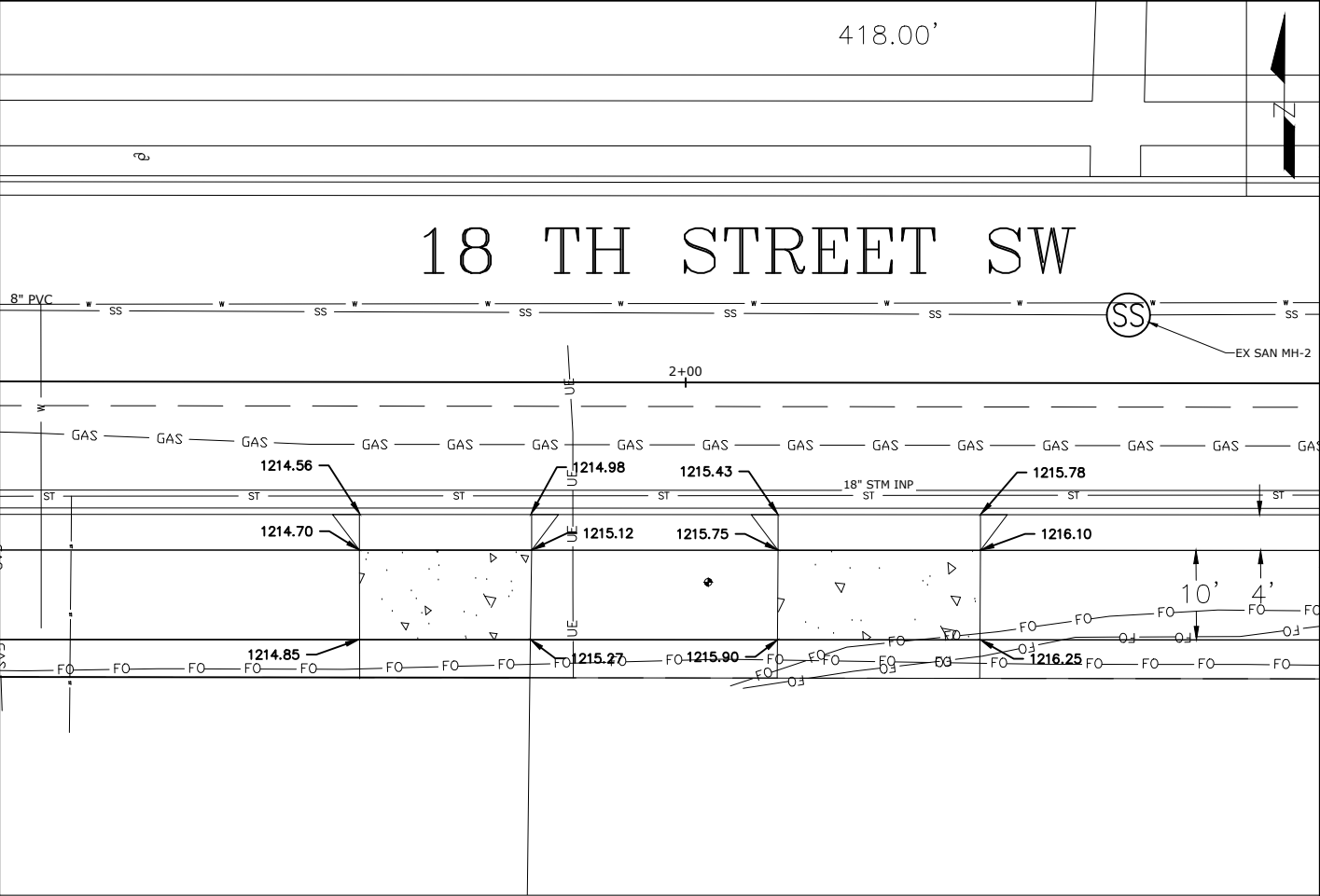
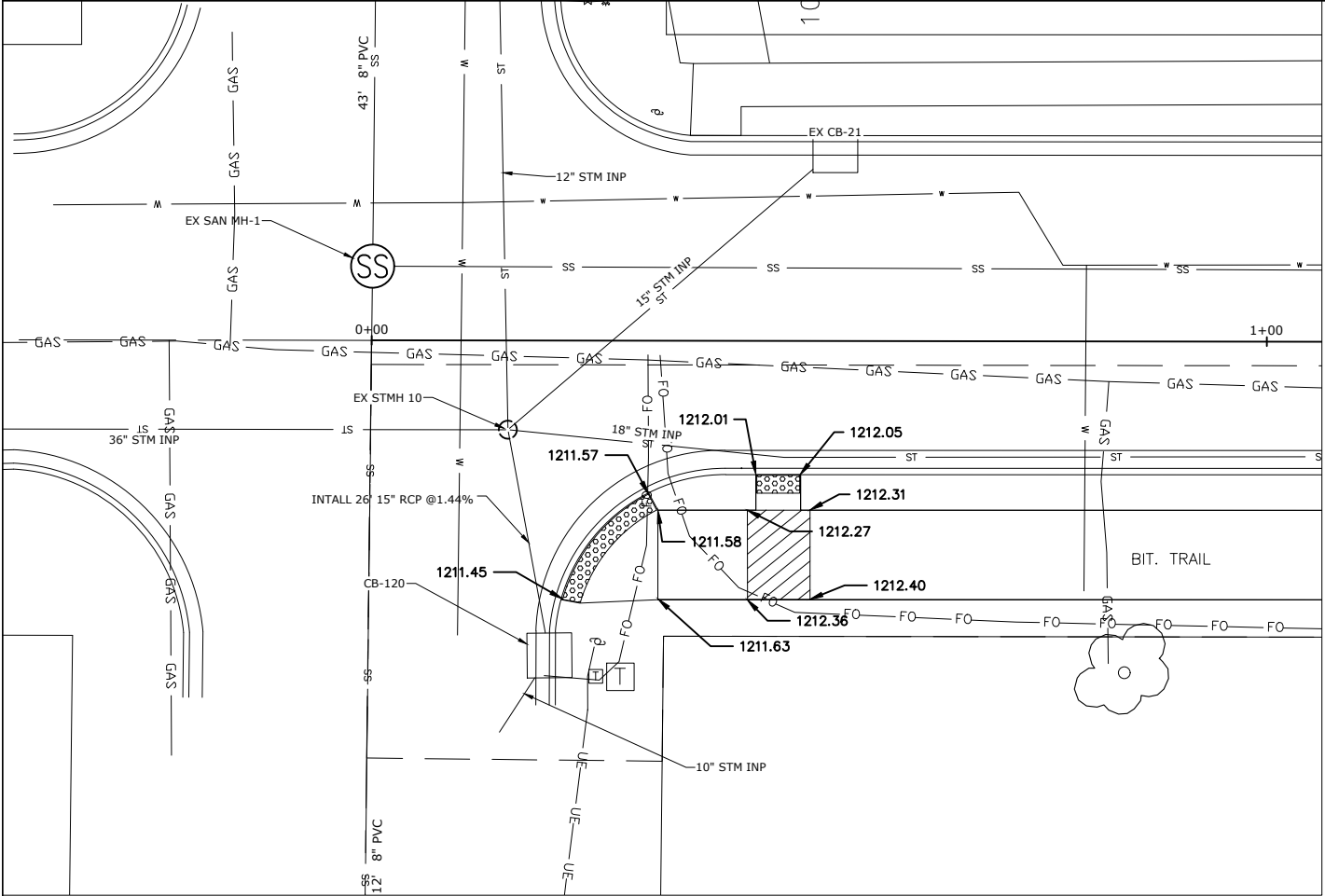


SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

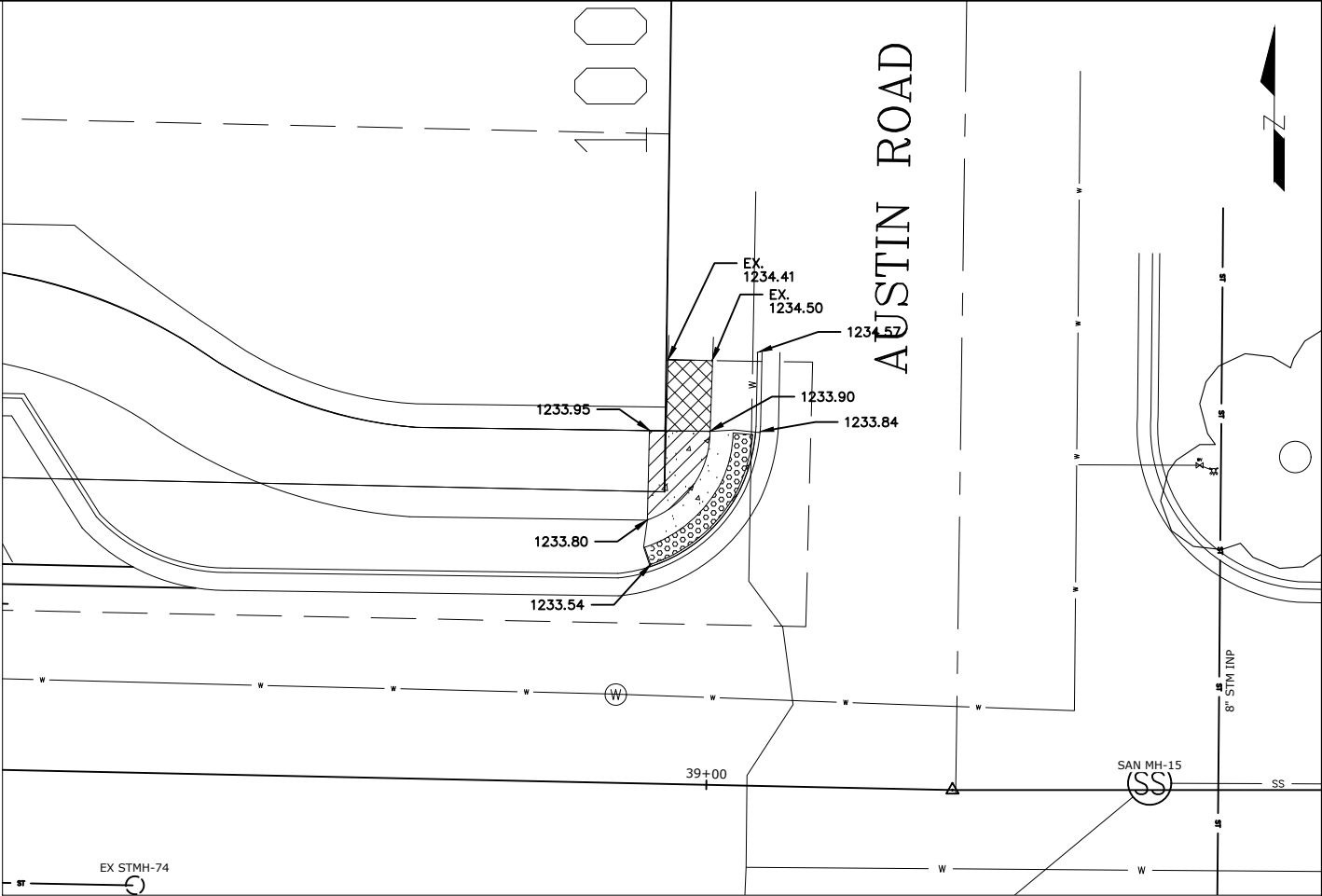
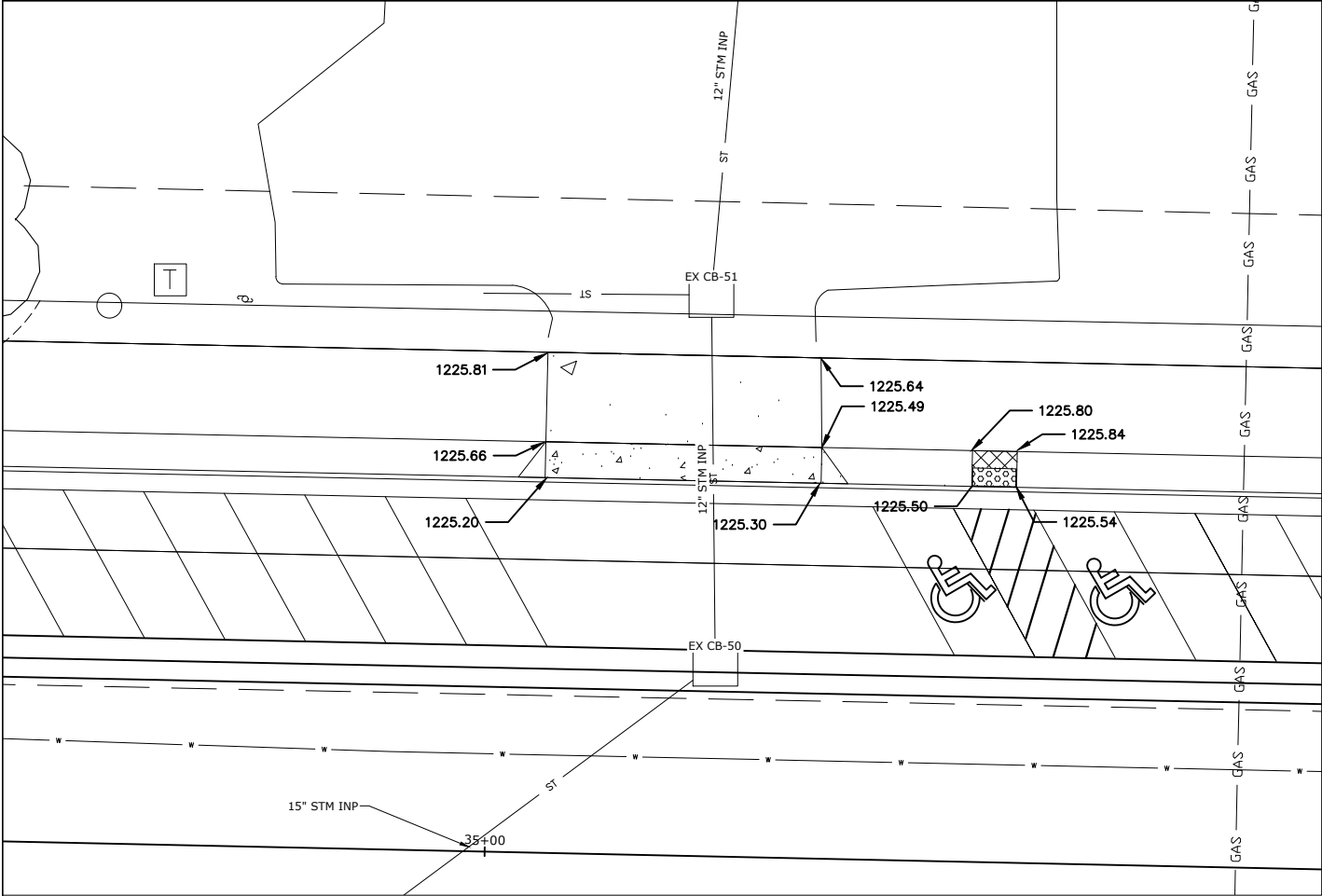
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UNDER THE LAWS OF THE STATE OF MINNESOTA
PRINT NAME: SEAN P. MURPHY
SIGNATURE: 
DATE: 5/2/2024
LIC. NO. 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

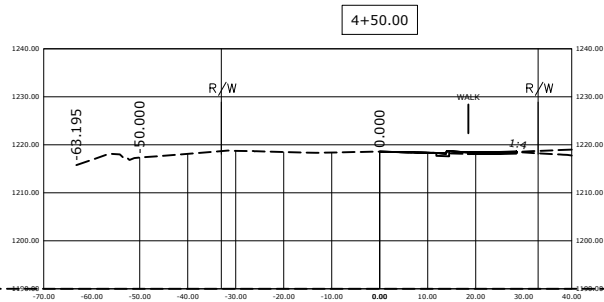
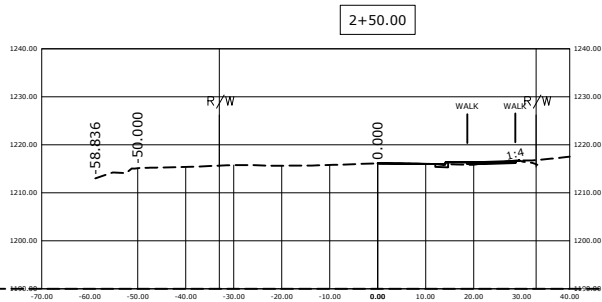
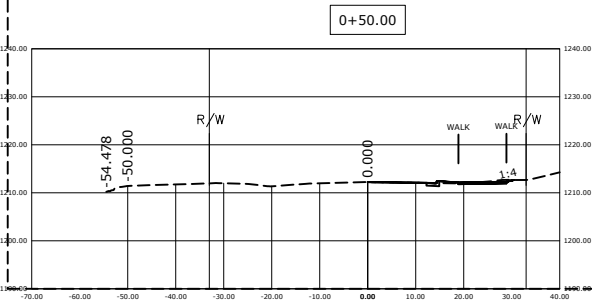
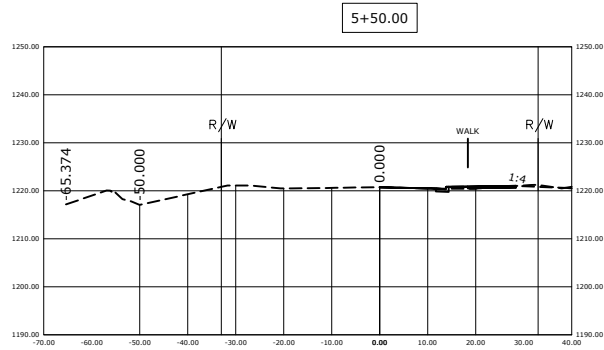
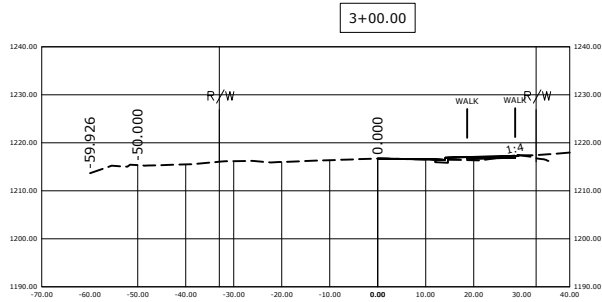
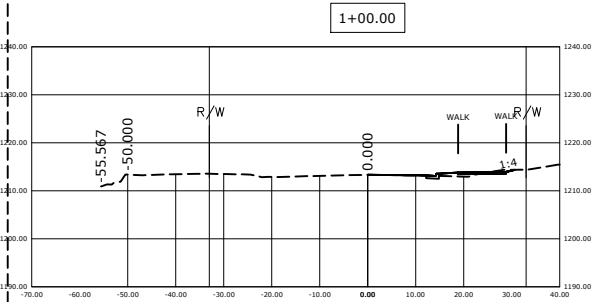
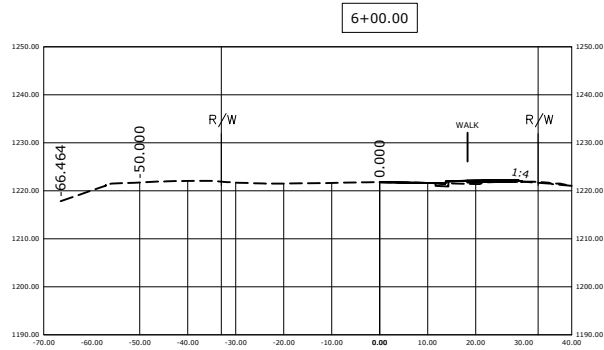
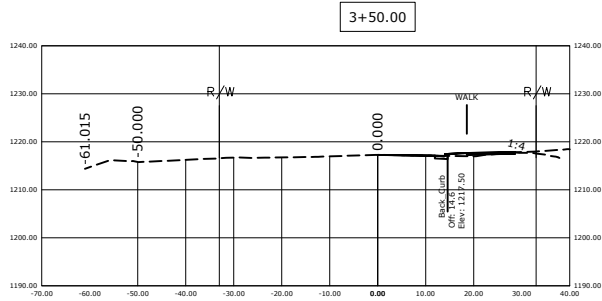
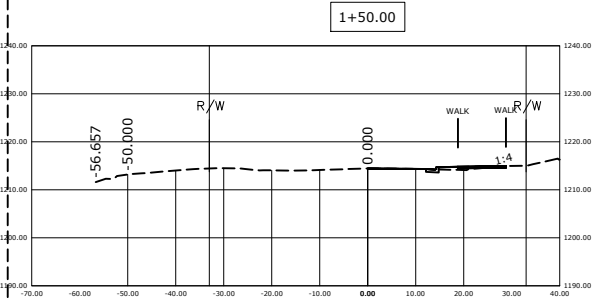
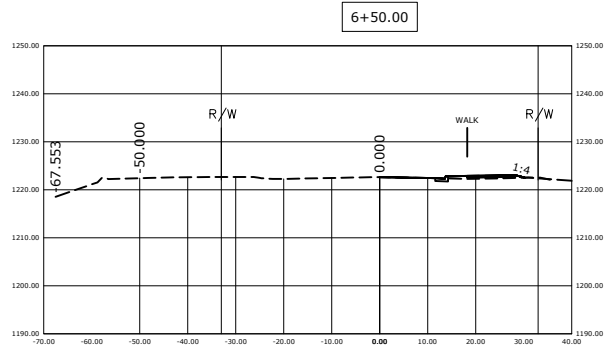
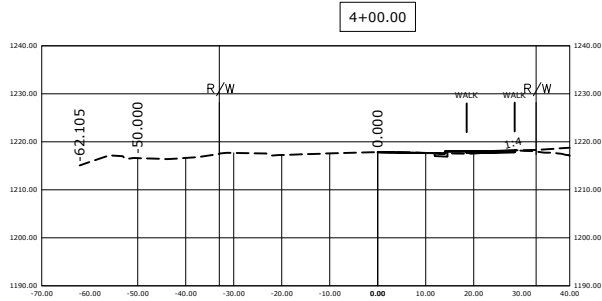
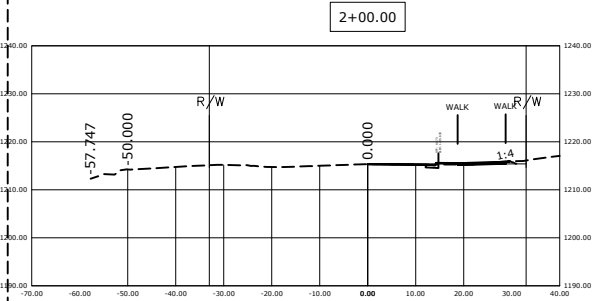
CITY OF OWATONNA
18TH ST TRAIL - S.A.P. 153-090-002
DESIGN PLAN & PROFILE
18TH ST TRAIL
1" = 40'
SHEET NUMBER
37 OF 54



GPS SURVEY		MLS DRAWN		MLS DESIGNED		SPM APPROVED		DATE MAY 2024		PROJ. NO. E-174	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA										PRINT NAME: SEAN P. MURPHY	
SIGNATURE:										DATE: 5/2/2024	
CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350										LIC. NO. 56604	
CITY OF OWATONNA 18TH ST. TRAIL - S.A.P. 153-090-002 PED RAMP ENLARGED PLAN											
18TH ST TRAIL											
1"=20'											
SHEET NUMBER											
39 OF 54											



18TH ST TRAIL- S.A.P. 153-090-002	CITY OF OWATONNA ENGINEERING DEPARTMENT 540 WEST HILLS CIRCLE Owatonna, MN 55060 Phone: 507-444-4350	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: SEAN P. MURPHY SIGNATURE:  DATE: 5/2/2024 LIC. NO. 56604	SURVEY GPS	DESIGNED MLS	APPROVED SPM	DATE MAY 2024	PROJ. NO. E-174
			18TH ST TRAIL	1"=20'	SHEET NUMBER 42 OF 54		



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: SEAN P. MURPHY

SIGNATURE:

DATE: 5/2/2024

PROJ. NO. E-174

CITY OF OWATONNA
ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

18TH ST. TRAIL- S.A.P. 153-090-002

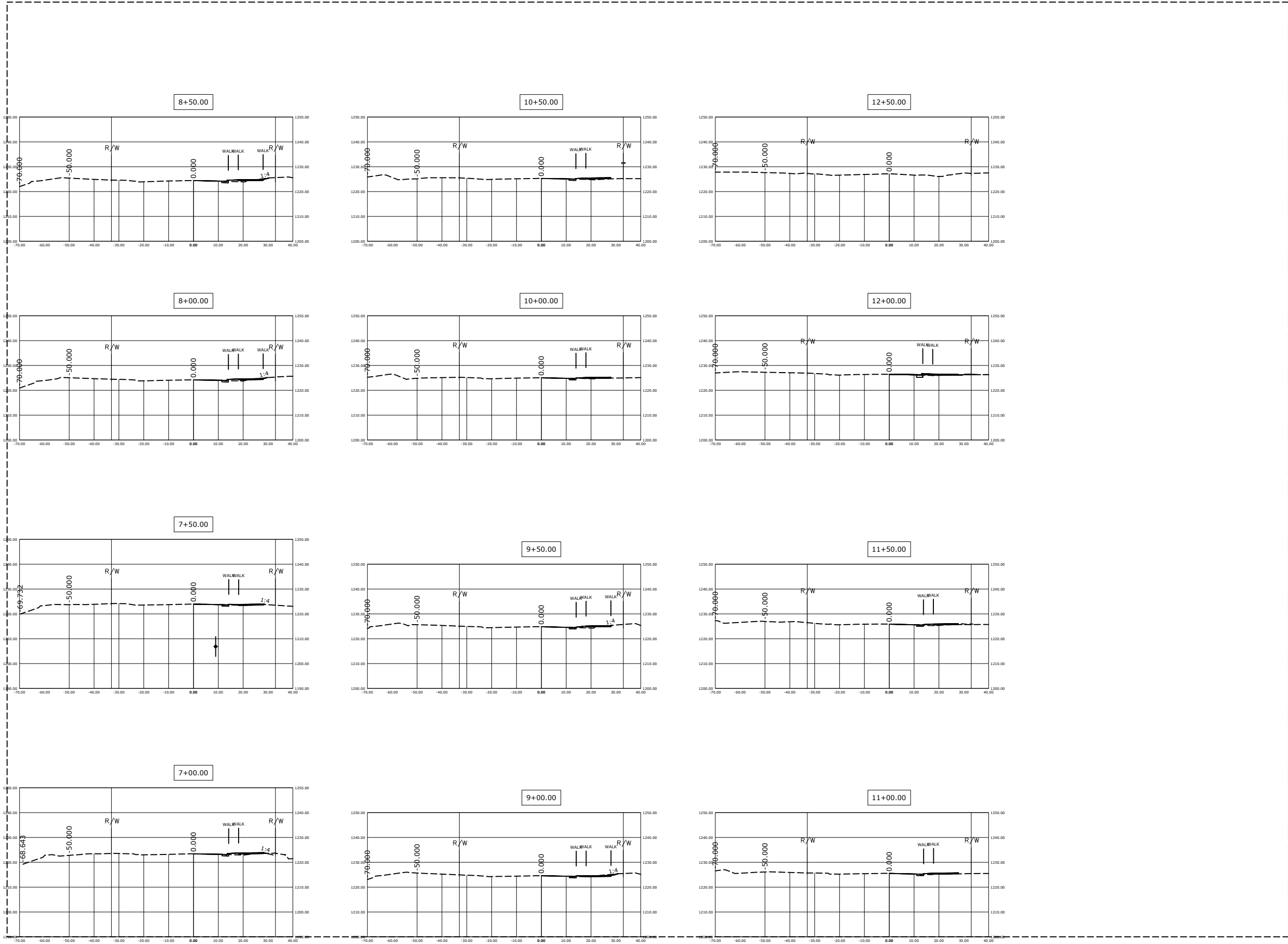
CROSS SECTIONS

18TH ST TRAIL

1"=20'

SHEET NUMBER

43 OF 54

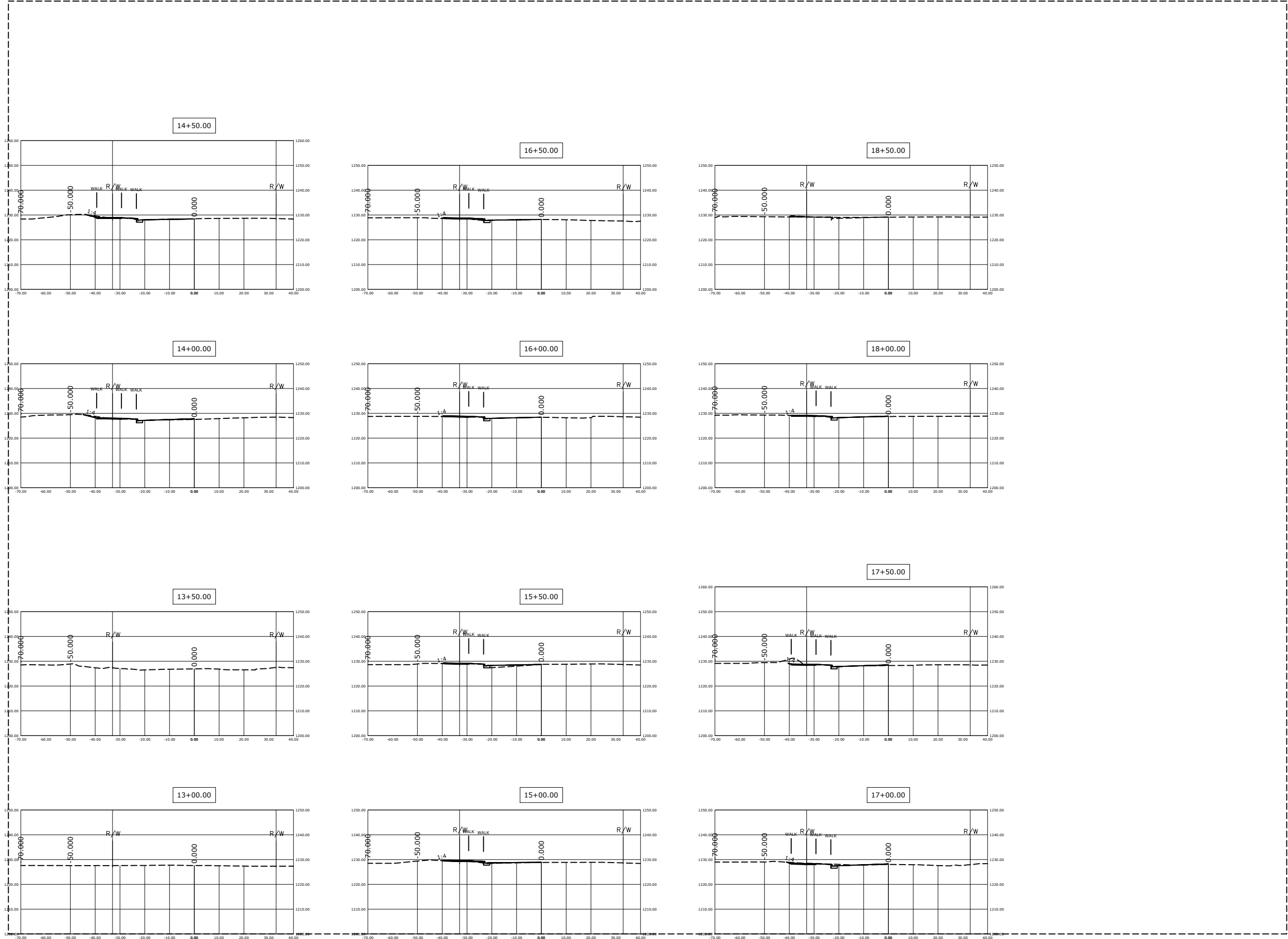


SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

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SIGNATURE: 
DATE: 5/2/2024
LIC. NO. 56604

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540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

18TH ST TRAIL
1"=20'
SHEET NUMBER
44 OF 54

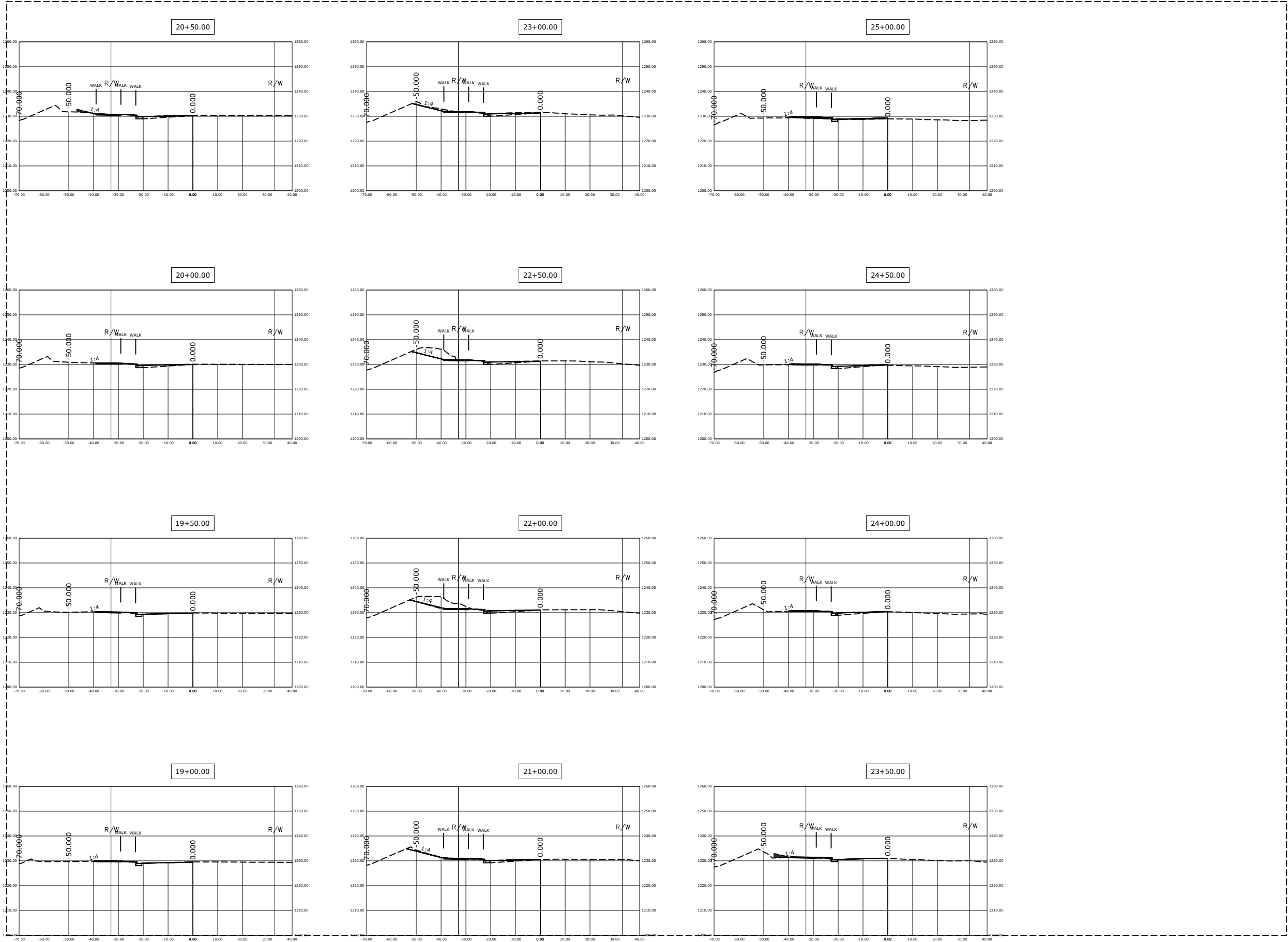


CITY OF OWATONNA
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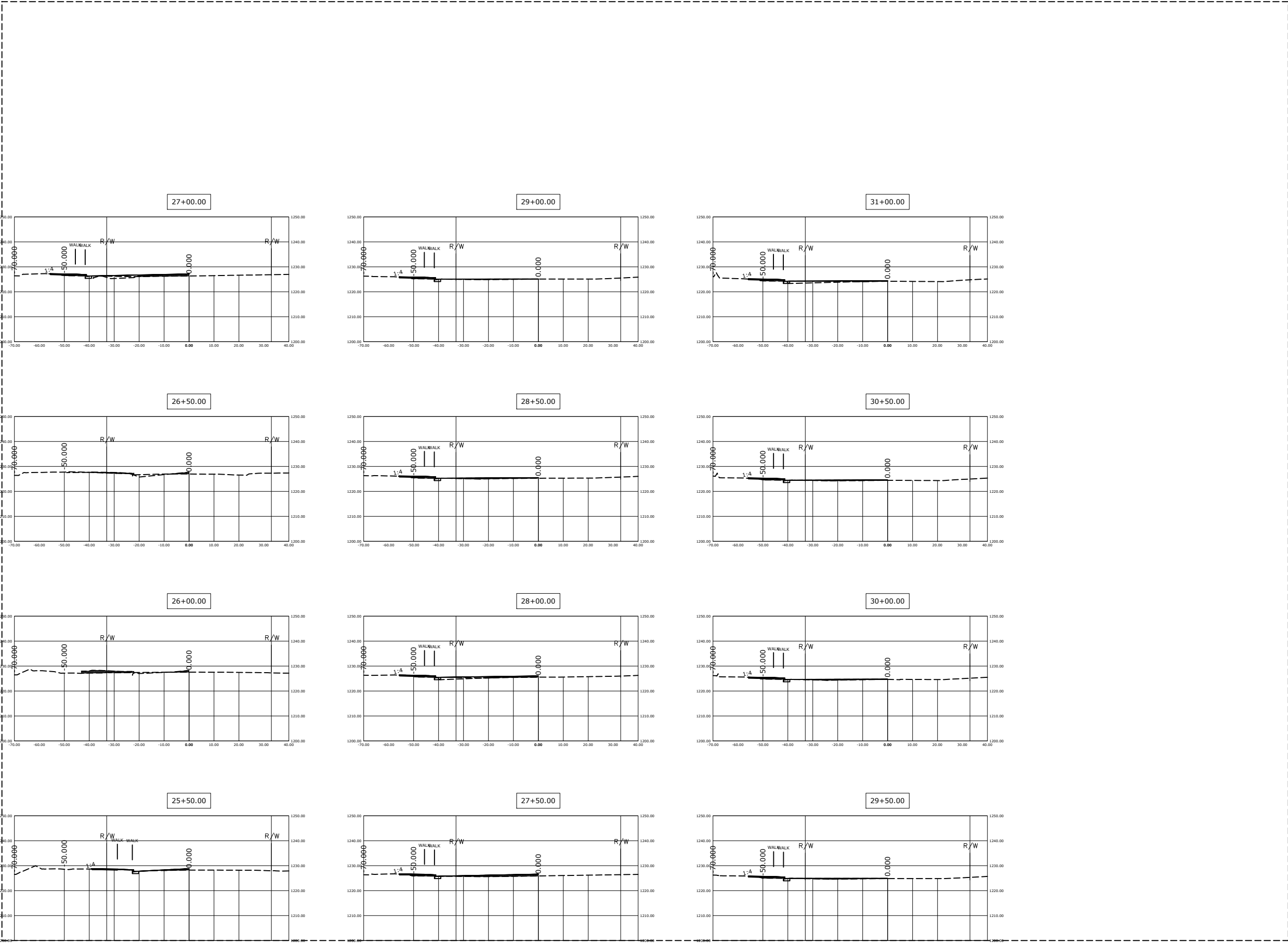
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CITY OF OWATONNA
18TH ST. TRAIL-S.A.P. 153-090-002

18TH ST TRAIL
1"=20'
SHEET NUMBER
46 OF 54

CROSS SECTIONS

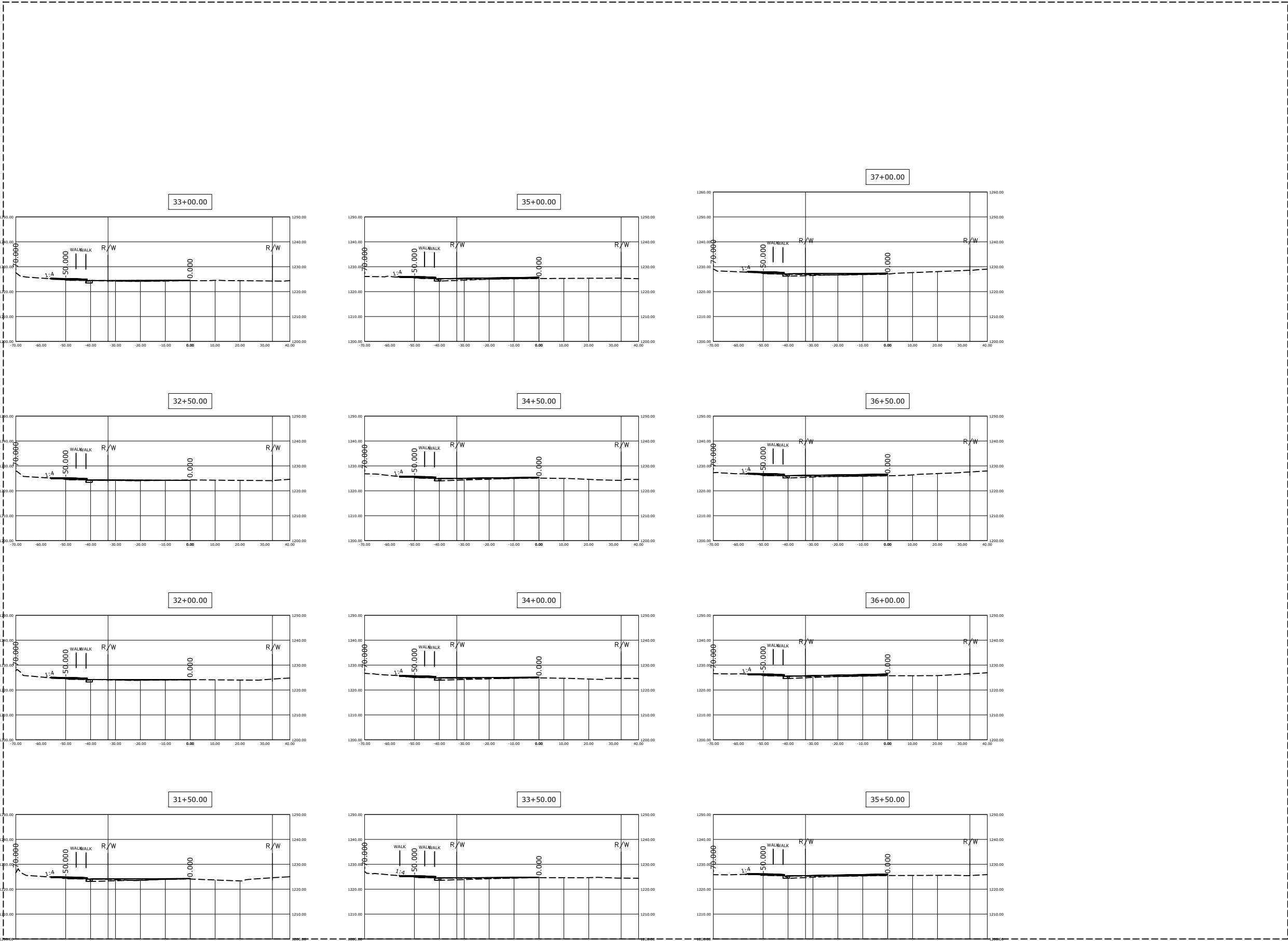


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18TH ST TRAIL
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SHEET NUMBER
47 OF 54

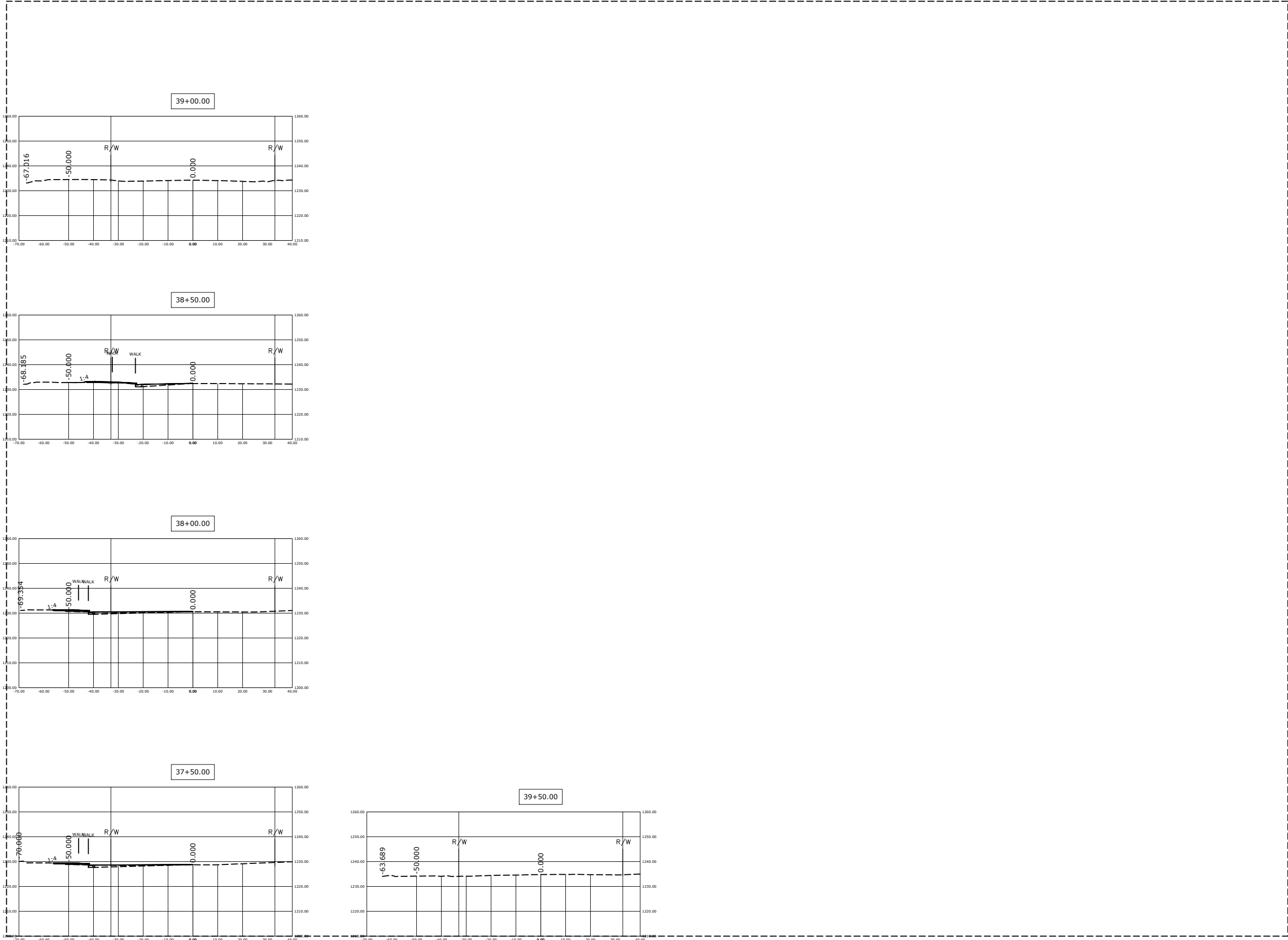


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18TH ST TRAIL
1"=20'
SHEET NUMBER
48 OF 54



18TH ST TRAIL		SURVEY		GPS
1"=20'		DRAWN		MLS
SHEET NUMBER		DESIGNED		MLS
49 OF 54		APPROVED		SPM
		DATE		MAY 2024
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540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

CITY OF OWATONNA

18TH ST. TRAIL-S.A.P. 153-090-002

CROSS SECTIONS

56604

LIC. NO.

Total Volume Table							
Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol	Net Vol
0+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Volume Table							
Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol	Net Vol
30+50.00	0.00	11.37	0.00	21.39	0.00	407.48	-407.48
31+00.00	0.00	7.81	0.00	17.75	0.00	425.24	-425.24
31+50.00	0.00	7.48	0.00	14.16	0.00	439.40	-439.40
32+00.00	0.00	11.81	0.00	17.87	0.00	457.26	-457.26
32+50.00	0.00	10.42	0.00	20.59	0.00	477.85	-477.85
33+00.00	0.00	14.42	0.00	23.00	0.00	500.85	-500.85
33+50.00	0.00	6.51	0.00	19.38	0.00	520.23	-520.23
34+00.00	0.00	9.85	0.00	15.15	0.00	535.38	-535.38
34+50.00	0.00	6.07	0.00	14.74	0.00	550.12	-550.12
35+00.00	0.00	10.97	0.00	15.77	0.00	565.89	-565.89
35+50.00	0.00	12.30	0.00	21.54	0.00	587.44	-587.44
36+00.00	0.00	13.71	0.00	24.08	0.00	611.52	-611.52
36+50.00	0.00	17.59	0.00	28.98	0.00	640.49	-640.49
37+00.00	0.00	13.94	0.00	29.19	0.00	669.69	-669.69
37+50.00	0.00	6.63	0.00	19.04	0.00	688.73	-688.73
38+00.00	0.00	6.60	0.00	12.25	0.00	700.98	-700.98
38+50.00	0.00	2.26	0.00	8.20	0.00	709.18	-709.18
39+00.00	0.00	0.00	0.00	2.09	0.00	711.27	-711.27
39+50.00	0.00	0.00	0.00	0.00	0.00	711.27	-711.27

Total Volume Table							
Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol	Net Vol
10+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13+50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14+00.00	0.00	2.95	0.00	2.73	0.00	2.73	-2.73
14+50.00	0.00	1.25	0.00	3.89	0.00	6.62	-6.62
15+00.00	0.00	8.25	0.00	8.79	0.00	15.41	-15.41
15+50.00	0.00	2.46	0.00	9.92	0.00	25.33	-25.33
16+00.00	0.00	0.99	0.00	3.19	0.00	28.52	-28.52
16+50.00	0.00	5.41	0.00	5.92	0.00	34.45	-34.45
17+00.00	0.00	1.74	0.00	6.62	0.00	41.07	-41.07
17+50.00	0.00	2.99	0.00	4.38	0.00	45.44	-45.44
18+00.00	0.00	1.67	0.00	4.31	0.00	49.76	-49.76
18+50.00	0.00	3.28	0.00	4.58	0.00	54.34	-54.34
19+00.00	0.00	3.71	0.00	6.47	0.00	60.81	-60.81
19+50.00	0.00	1.40	0.00	4.73	0.00	65.54	-65.54
20+00.00	0.00	1.42	0.00	2.61	0.00	68.15	-68.15

Total Volume Table							
Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol	Net Vol
20+50.00	0.00	4.24	0.00	5.24	0.00	73.39	-73.39
21+00.00	0.00	2.67	0.00	6.39	0.00	79.79	-79.79
21+50.00	0.00	1.53	0.00	3.88	0.00	83.67	-83.67
22+00.00	0.00	0.82	0.00	2.18	0.00	85.85	-85.85
22+50.00	0.00	2.34	0.00	2.93	0.00	88.78	-88.78
23+00.00	0.00	1.57	0.00	3.63	0.00	92.41	-92.41
23+50.00	0.00	8.76	0.00	9.56	0.00	101.97	-101.97
24+00.00	0.00	1.48	0.00	9.48	0.00	111.45	-111.45
24+50.00	0.00	5.29	0.00	6.27	0.00	117.71	-117.71
25+00.00	0.00	13.78	0.00	17.65	0.00	135.37	-135.37
25+50.00	0.00	6.59	0.00	18.86	0.00	154.23	-154.23
26+00.00	0.00	18.00	0.00	22.77	0.00	177.00	-177.00
26+50.00	0.00	7.11	0.00	23.25	0.00	200.25	-200.25
27+00.00	0.00	17.52	0.00	22.81	0.00	223.06	-223.06
27+50.00	0.00	24.39	0.00	38.81	0.00	261.87	-261.87
28+00.00	0.00	11.05	0.00	32.81	0.00	294.68	-294.68
28+50.00	0.00	15.41	0.00	24.50	0.00	319.18	-319.18
29+00.00	0.00	10.31	0.00	23.81	0.00	342.99	-342.99
29+50.00	0.00	12.26	0.00	20.89	0.00	363.88	-363.88
30+00.00	0.00	11.73	0.00	22.21	0.00	386.10	-386.10

SURVEY	GPS
DRAWN	MLS
DESIGNED	MLS
APPROVED	SPM
DATE	MAY 2024
PROJ. NO.	E-174

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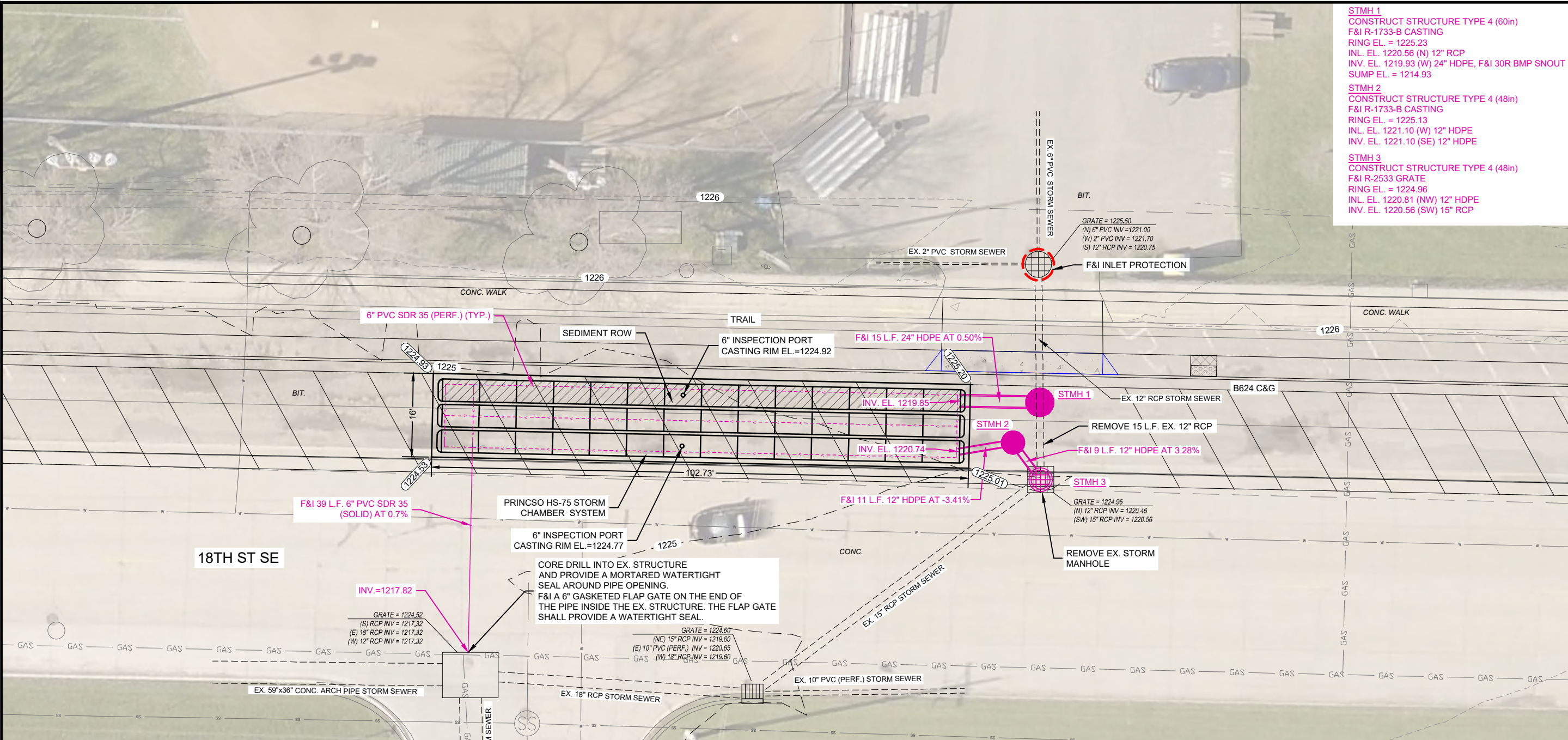
DATE: 5/2/2024

LIC. NO.: 56604

CITY OF OWATONNA
ENGINEERING DEPARTMENT
540 WEST HILLS CIRCLE
Owatonna, MN 55060
Phone: 507-444-4350

CITY OF OWATONNA
18TH ST. TRAIL-S.A.P. 153-090-002

VOLUME TABLES



- STMH 1**
CONSTRUCT STRUCTURE TYPE 4 (60in)
F&I R-1733-B CASTING
RING EL. = 1225.23
INL. EL. 1220.56 (N) 12" RCP
INV. EL. 1219.93 (W) 24" HDPE, F&I 30R BMP SNOOT
SUMP EL. = 1214.93
- STMH 2**
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-1733-B CASTING
RING EL. = 1225.13
INL. EL. 1221.10 (W) 12" HDPE
INV. EL. 1221.10 (SE) 12" HDPE
- STMH 3**
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-2533 GRATE
RING EL. = 1224.96
INL. EL. 1220.81 (NW) 12" HDPE
INV. EL. 1220.56 (SW) 15" RCP

WATER QUALITY VOLUME SUMMARY

EXISTING IMPERVIOUS COVER WITH CONSTRUCTION LIMITS = 70,616 SF
PROPOSED NEW AND FULLY RECONSTRUCTED IMPERVIOUS COVER WITHIN
CONSTRUCTION LIMITS = 66,530 SF
DIFFERENCE = -4,086 SF

THE PROJECT IS CONSIDERED A LINEAR PROJECT; THEREFORE, THE
REQUIRED WATER QUALITY VOLUME IS CALCULATED AS THE LARGER
OF ONE (1) INCH TIMES THE NEW IMPERVIOUS SURFACE OR ONE-HALF
(0.5) INCH TIMES THE SUM OF THE NEW AND FULLY RECONSTRUCTED
IMPERVIOUS SURFACE.

- 1 INCH TIMES NEW IMPERVIOUS
= 11,767 SF X 1"/12 = 981 CF
- 0.5 INCH TIMES SUM OF OF NEW AND FULLY RECONSTRUCTED
IMPERVIOUS
= 66,530 SF X 0.5"/12 = 2,772 CF

THE REQUIRED WATER QUALITY VOLUME IS 2,772 CF.

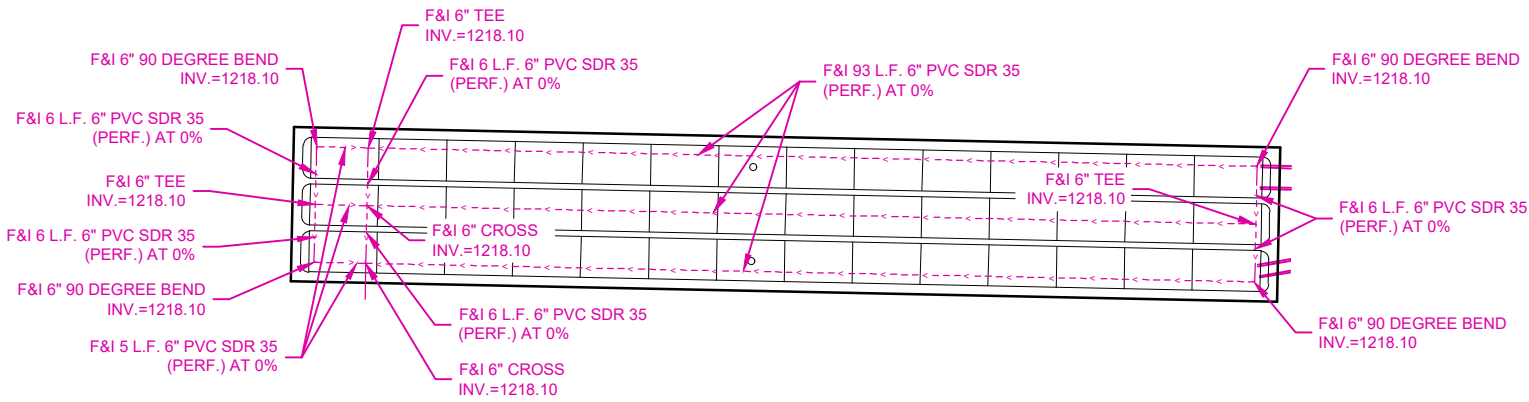
THE STORM CHAMBER SYSTEM WAS SIZED TO PROVIDE 2,911 CF OF
STORAGE AT ELEVATION 1221.10 (STMH 2 OUTLET ELEVATION).

VOLUME TREATED BY STORM CHAMBER FILTRATION SYSTEM = 2,991 CF

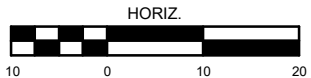
VOLUME TREATED BY INFILTRATION = 0 CF

NOTES:

- EROSION AND SEDIMENTATION CONTROLS (SILT FENCE, INLET
PROTECTION, ETC.) SHALL BE INSTALLED PRIOR TO THE START
OF WORK.
- A WATERTIGHT PLUG SHALL BE INSTALLED THE UPSTREAM
MANHOLE PRIOR TO THE START OF CONSTRUCTING THE
UNDERGROUND FILTRATION SYSTEM. THE PLUG SHALL REMAIN
INPLACE UNTIL ALL CONTRIBUTING DRAINAGE AREAS HAVE
BEEN PERMANENTLY STABILIZED. BYPASS PUMPING IF
REQUIRED SHALL BE INCIDENTAL TO THE PROJECT.
- THE UNDERGROUND FILTRATION SYSTEM SHALL NOT BE
CONSTRUCTED UNTIL THE AREA HAS BEEN BULK GRADED, THE
CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY
STABILIZED AND THE WATERTIGHT PLUG HAS BEEN INSTALLED.



UNDERDRAIN LAYOUT



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was prepared by me or under my direct personal
supervision and that I am a duly Licensed Professional
Engineer under the laws of the State of Minnesota.

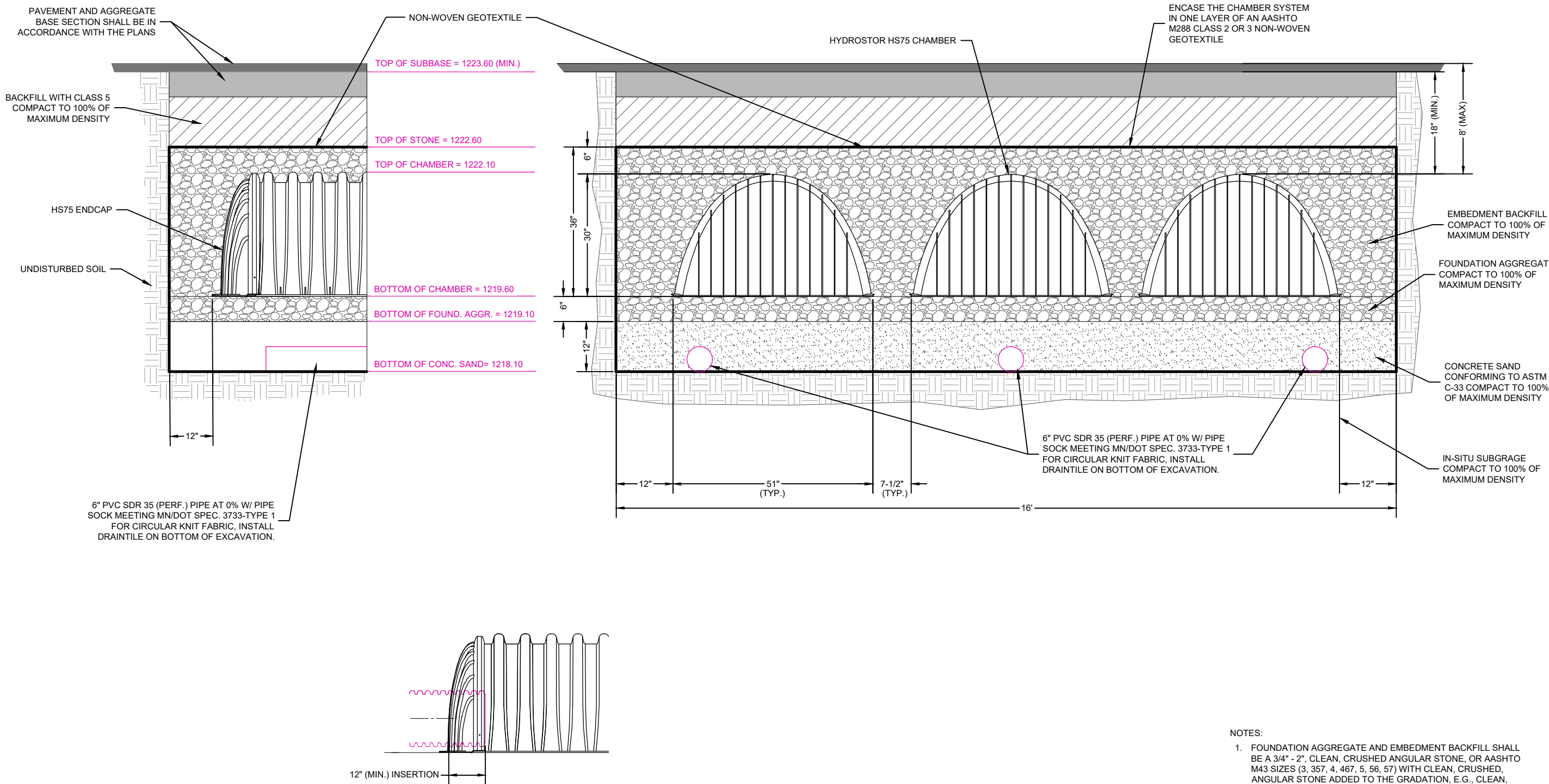
REVISIONS		DESCRIPTION	
NO.	DATE		

STORM CHAMBER FILTRATION SYSTEM

18TH ST. TRAIL-S.A.P. 153-090-002
OWATONNA, MINNESOTA
2024

SCALE:	AS SHOWN
WHKS PROJECT NO.	9657
DRAWN BY:	DAM
CHECKED BY:	SPM
SHEET	

FILE PATH: S:\Jobs\Owatonna\9657 Staff Augmentation\18th Street Trail\Drawings\9657 Details.dwg PLOT DATE: 4/23/2024 2:49 PM



- NOTES:
1. FOUNDATION AGGREGATE AND EMBEDMENT BACKFILL SHALL BE A 3/4\" - 2\", CLEAN, CRUSHED ANGULAR STONE, OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57) WITH CLEAN, CRUSHED, ANGULAR STONE ADDED TO THE GRADATION, E.G., CLEAN, CRUSHED, ANGULAR #3 (AASHTO M43) STONE. COMPACTION SHALL BE DONE IN 6\" LIFTS.



engineers + planners + land surveyors

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Sean P. Murphy
Date 5/2/2024 License No. 56804

REVISIONS	
NO.	DESCRIPTION

CHAMBER SYSTEM CROSS SECTION DETAIL

18TH ST. TRAIL-S.A.P. 153-090-002
OWATONNA, MINNESOTA
2024

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AS SHOWN

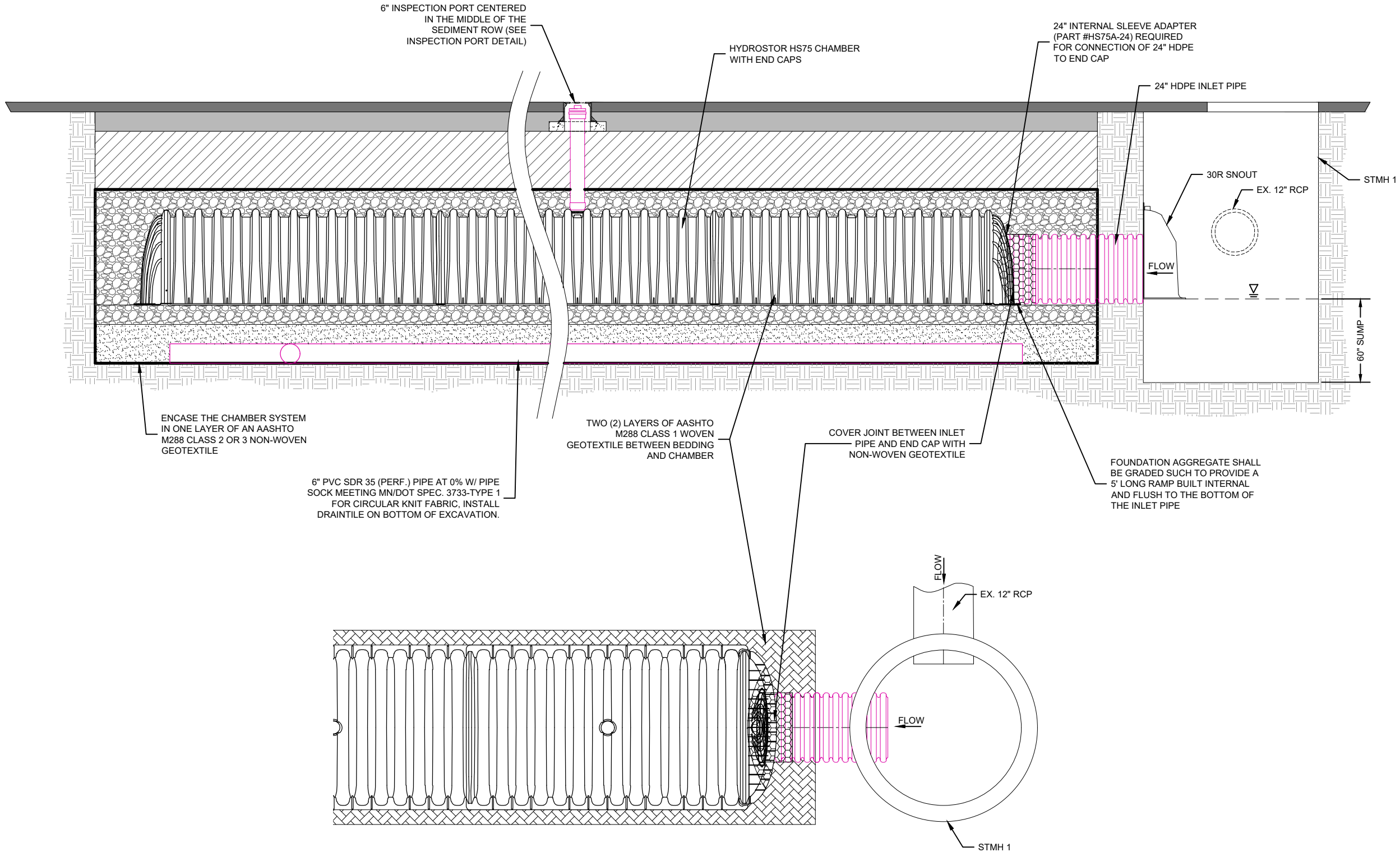
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9657

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3 OF 5



CHAMBER SYSTEM CLEANOUT ROW DETAIL

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OWATONNA, MINNESOTA
2024

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SHEET

4 OF 5

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Sean P. Murphy
Date 5/2/2024 License No. 56604

REVISIONS

NO.	DATE	DESCRIPTION

FILE PATH: S:\Jobs\Owatonna\9657 Staff Augmentation\18th Street Trail\Drawings\9657 Details.dwg PLOT DATE: 4/23/2024 2:49 PM

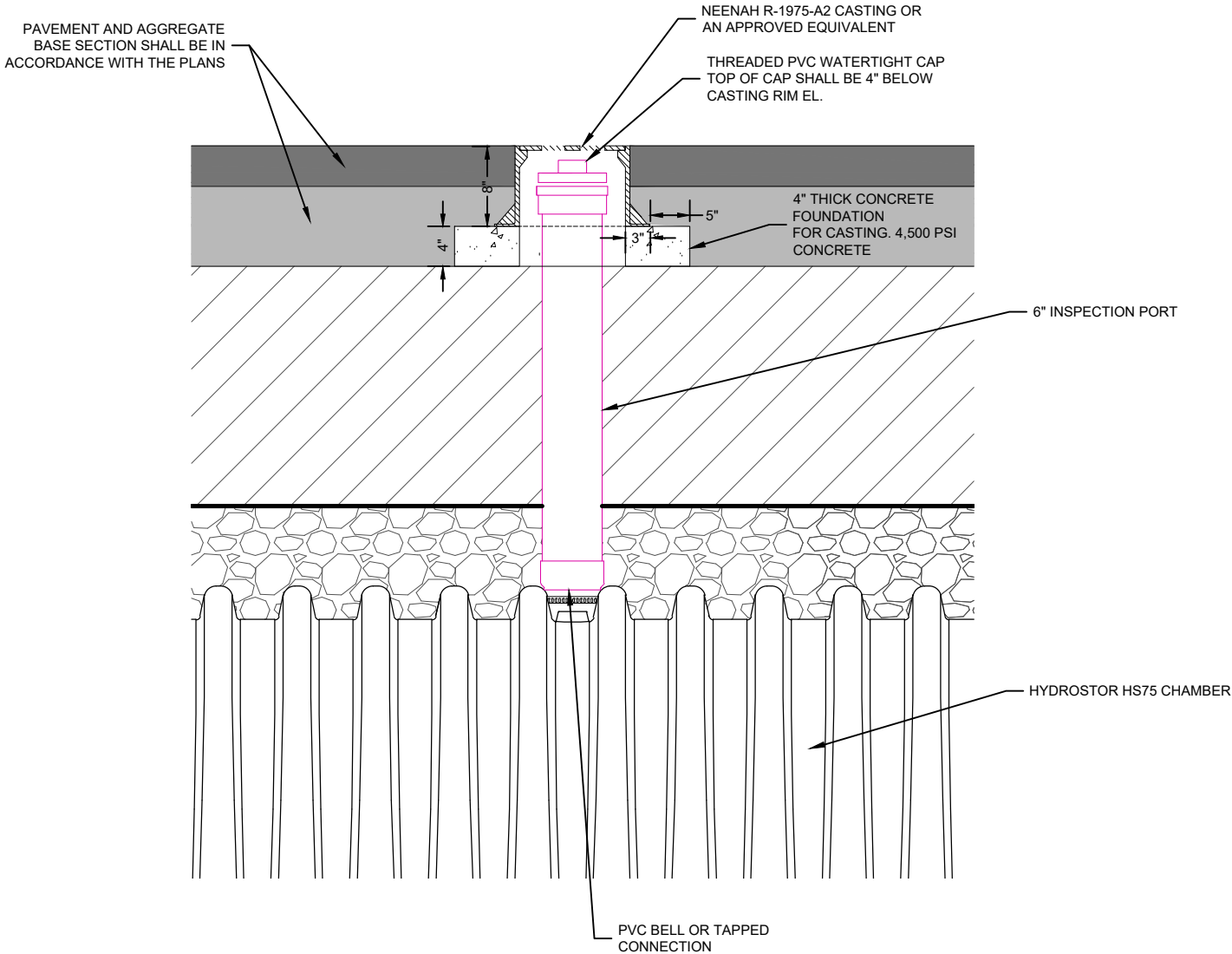
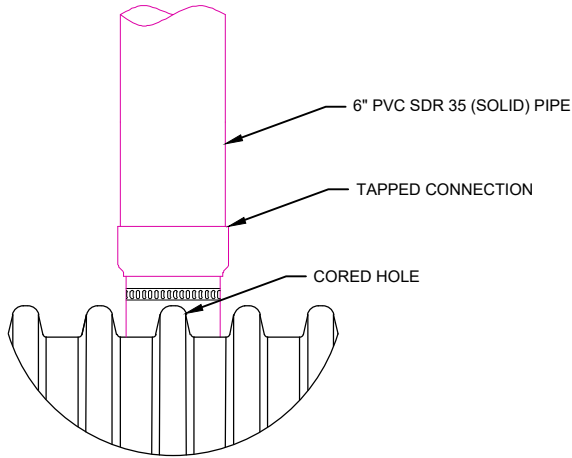
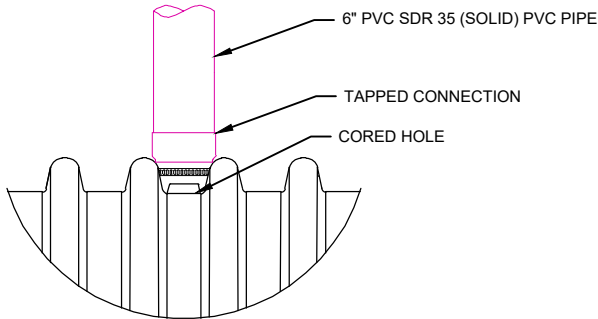
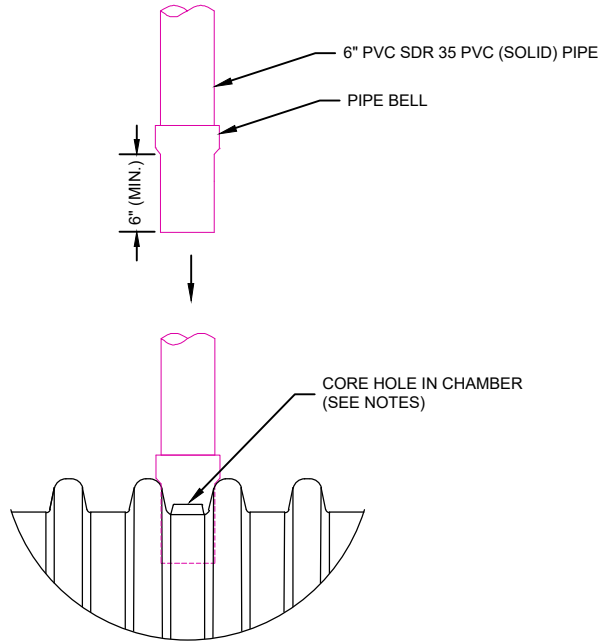


TABLE 1 CORED HOLE SIZE ESTIMATES (CONFIRM DIMENSIONS PRIOR TO CUTTING)	
CONNECTION	6" (150 mm) PVC INSPECTION PORT
QWIKSEAL	7" (180 mm) hole centered on corrugation crest P/N QS-6
SDR 35*	6-3/8 (162 mm) hole centered on corrugation crest

*CONFIRM O.D. OF PIPE PRIOR TO CUTTING TO ENSURE HOLE IS TIGHT FITTING AROUND PVC PIPE. CUT HOLE TO MATCH O.D.

- NOTES:
- REFER TO TABLE 1 FOR DETAILS. CIRCULAR CUT OUT POINT IS LOCATED AT THE CENTER OF EACH HS75 CHAMBER.
 - TAPPED CONNECTION CAN CONSIST OF QWIKSEAL OR AN APPROVED EQUIVALENT.
 - HOLES SHALL BE CUT WITH A HOLE SAW AND SHALL MATCH THE O.D. OF THE PIPE.





engineers + planners + land surveyors

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REVISIONS		CHAMBER SYSTEM INSPECTION PORT DETAIL	
NO.	DATE	DESCRIPTION	

18TH ST. TRAIL-S.A.P. 153-090-002
OWATONNA, MINNESOTA
2024

SCALE:
AS SHOWN

WHKS PROJECT NO.
9657

DRAWN BY:
DAM

CHECKED BY:
SPM

SHEET

5 OF 5



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 47-24: Accept Bids and Award Contract - 2024 Street Maintenance

Purpose:

Requesting City Council approval of Resolution 47-24: 2024 Street Maintenance Project Bid Acceptance and Contract Awarding.

Background:

Bids were received on May 1, 2024 for the 2024 Street Maintenance Project. Bids were received from 2 (two) companies:

Pearson Bros, Inc of Hanover, MN	\$202,067.00
Allied Blacktop Company of Maple Grove, MN	\$342,265.40
Engineer's Estimate	\$256,471.00

The lowest responsible bidder was Pearson Bros, Inc. of Hanover, MN. The bid was \$54,404.00 or 21% under the Engineer's Estimate.

Budget Impact:

The contracted project cost will be \$202,067.00. Staff will work with the Contractor to add additional segments to utilize the entire budgeted amount reserved for this work (\$260,000). The 2024 Street Maintenance Project will be paid for with the operating budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 47-24 Approving Bids - Award Contract 2024 Street Maintenance Project
2. 2024 Street Maintenance Bid Tab

RESOLUTION NO. 47-24

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2024 Street Maintenance Project bids were received from two (2) companies. The following bids were received:

Pearson Bros, Inc. of Hanover, MN	\$202,067.00
Allied Blacktop Company of Maple Grove, MN	\$342,265.40
Engineer's Estimate:	\$256,471.00

WHEREAS, the lowest responsible bidder was Pearson Bros, Inc of Hanover MN.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros Inc in the name of the City of Owatonna for the 2024 Street Maintenance Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

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

Passed and adopted this ____ day of _____, 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

2024 Street Maintenance Project (#9054773)

Owner: City of Owatonna

Solicitor: City of Owatonna

05/01/2024 09:00 AM CDT

				Engineer Estimate		Pearson Bros, Inc.		Allied Blacktop Company	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2331.619	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS	RDST	249	\$190.00	\$47,310.00	\$105.00	\$26,145.00	\$425.00	\$105,825.00
2356.504	BITUMINOUS SEAL COAT	SQ YD	98980	\$1.25	\$123,725.00	\$1.00	\$98,980.00	\$1.48	\$146,490.40
2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	27720	\$2.55	\$70,686.00	\$2.35	\$65,142.00	\$2.50	\$69,300.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	118	\$125.00	\$14,750.00	\$100.00	\$11,800.00	\$175.00	\$20,650.00
					\$256,471.00		\$202,067.00		\$342,265.40



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 48-24: Accept Bids and Award Contract - North Cedar Overlay

Purpose:

Requesting City Council approval of Resolution 48-24: 2024 North Cedar Overlay Project Bid Acceptance and Contract Awarding.

Background:

Bids were received on May 1, 2024 for the 2024 North Cedar Overlay Project. Bids were received from 1 (one) company:

Crane Creek Asphalt Division of Mathy Construction Company of Faribault, MN	\$282,115.30
Engineer's Estimate	\$279,606.90

The lowest responsible bidder was Crane Creek Asphalt Division of Mathy Construction Company of Faribault, MN. The bid was \$2,508.40 or 1% over the Engineer's Estimate.

Budget Impact:

The contracted project cost will be \$282,115.30. The 2024 North Cedar Overlay Project will be paid for with the current year bond issue.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 48-24 Approving Bids - Award Contract 2024 Cedar Avenue North Mill and Overlay Project
2. 2024 Cedar Avenue North Mill & Overlay Bid Tab

RESOLUTION NO. 48-24

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2024 North Cedar Avenue Mill & Overlay Project bids were received from 1 (one) company. The following bids were received:

Crane Creek Asphalt Division of Mathy Construction Company of Faribault, MN	\$282,115.30
Engineer's Estimate:	\$279,606.90

WHEREAS, the lowest responsible bidder was Crane Creek Asphalt Division of Mathy Construction Company of Faribault, MN

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros Inc in the name of the City of Owatonna for the 2024 North Cedar Avenue Mill & Overlay Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Passed and adopted this ____ day of _____, 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

Cedar Avenue North Mill & Overlay (#9072613)**Owner: City of Owatonna****Solicitor: City of Owatonna****05/01/2024 09:00 AM CDT**

				Engineer Estimate		Crane Creek Asphalt (Div. of Mathy Constr.)	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
2021.501	MOBILIZATION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$12,625.00	\$12,625.00
2104.503	SAWING BIT PAVEMENT	LIN FT	64	\$5.00	\$320.00	\$10.00	\$640.00
2211.509	AGGREGATE BASE CL. 5	TON	20	\$25.00	\$500.00	\$40.00	\$800.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	20600	\$2.50	\$51,500.00	\$2.25	\$46,350.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1030	\$5.25	\$5,407.50	\$0.01	\$10.30
2360.509	TYPE SP 12.5 WEARING COURSE (2,C)	TON	2400	\$80.00	\$192,000.00	\$87.50	\$210,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	38	\$216.30	\$8,219.40	\$150.00	\$5,700.00
2582.503	4" SOLID LINE PAINT	LIN FT	8300	\$0.20	\$1,660.00	\$0.30	\$2,490.00
					\$279,606.90		\$282,115.30



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 49-24: Reject Bids - 2024 CIPPS

Purpose:

Requesting City Council approval of Resolution 49-24: Reject Bids received for the 2024 CIPPS Project.

Background:

Bids were received on May 1, 2024 for the 2024 CIPPS Project. Bids were received from 2 (two) companies:

SAK Construction, LLC of O'Fallon, MO	\$346,424.00
Insituform Technologies USA, LLC of Chesterfield, MO	\$347,867.36
Engineer's Estimate	\$263,425.60

The lowest responsible bidder was SAK Construction, LLC of O'Fallon, MO. The bid was \$82,998.40 or 31% over the Engineer's Estimate.

The bids were reviewed by staff and compared to other lining projects recently bid within the state. Projects reviewed were similar in nature, although no project matched apples to apples. We looked at varying length of projects, bid time of year, and reached out plan holders and contractors that submitted questions during the bidding process. Through the research, staff believes bidding later in the year may have contributed to higher costs as contractor's books filled, but overall price increases occurred above what staff anticipated. Overall, staff felt there is some volatility in this market, fluctuation in unit prices was evident even though bids had reasonable spread.

Staff's proposal would be to reject bids for the 2024 CIPPS project and add those funds to 2025 to put out a larger project earlier in the bidding season in an effort to get better unit pricing.

Budget Impact:

The \$260,000 budgeted for the 2024 CIPPS Project will remain in the enterprise fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Res 49-24 Reject Bids 2024 CIPPS
2. 2024 CIPPS Bid Tab

RESOLUTION NO. 49-24

A RESOLUTION REJECTING BIDS FOR THE 2024 CIPPS PROJECT

WHEREAS, pursuant to an Advertisement for Bids for the 2024 CIPPS Project bids were received from 2 (two) companies. The following bids were received:

SAK Construction, LLC of O'Fallon, MO	\$346,424.00
Insituform Technologies USA, LLC of Chesterfield, MO	\$347,867.36
Engineer's Estimate:	\$263,425.60

WHEREAS, the lowest responsible bidder was SAK Construction, LLC of O'Fallon, MO.

WHEREAS, the lowest bid received was 31% higher than the Engineer's preliminary estimate of cost,

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

- 1.The City Council hereby rejects all bids received for the 2024 CIPPS Project.
- 2.The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids.

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

2024 CIPPS (#9039704)

Owner: City of Owatonna

Solicitor: City of Owatonna

05/01/2024 09:00 AM CDT

				Engineer Estimate		SAK Construction, LLC		Insituform Technologies USA, LLC	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2021.501	MOBILIZATION	LUMP SUM	1	\$9,800.00	\$9,800.00	\$22,500.00	\$22,500.00	\$16,500.00	\$16,500.00
2503.603	PRE-CLEAN & TELEWISE SEWER PIPE	LIN FT	6892	\$4.90	\$33,770.80	\$12.00	\$82,704.00	\$4.83	\$33,288.36
2503.603	LINING SEWER PIPE 8"	LIN FT	6892	\$31.90	\$219,854.80	\$35.00	\$241,220.00	\$43.25	\$298,079.00
					\$263,425.60		\$346,424.00		\$347,867.36



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 50-24: Authorize Property Purchase - 506 Maple Drive

Purpose:

Request City Council approval of Resolution 50-24 authorizing the purchase of the property at 506 Maple Drive.

Background:

The City has pursued flood mitigation efforts through removal of structures in the floodplain for nearly 20 years. In that time, the City has removed 32 homes and one business from within the floodplain. Efforts were concentrated on Lemond Road, Walnut Avenue, North Elm and Mineral Springs Road where 29 of the 32 targeted homes were acquired and removed. More recently, properties on North Oak Avenue were pursued, and two properties acquired and structures removed. Staff is now looking at Maple Drive where one house was previously removed.

The City tries to obtain grant money when available for the acquisitions, Property acquisitions are on a volunteer basis, requiring a willing seller and an agreed upon price within the guidelines of the grants. With the housing market so tight and the increased prices of homes, it has been difficult to find properties that work for all parties and meet the grant requirements.

With that said, we have found an opportunity to acquire another property. The property at 506 Maple Drive was listed for sale and staff has a signed Purchase Agreement for \$195,000. The City has an existing grant from the DNR to pay all the costs to purchase and remove this house. The basement of this house, a rambler built in 1957, was flooded during the 2010 flood event. The structure could possibly be moved and staff is looking into options for how the house could be moved to another lot within the city.

Budget Impact:

No costs to the City to purchase this property and remove the home, all costs will be covered by a DNR Grant. The City would need to maintain the property as parkland.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 50-24 Purchase property at 506 Maple Drive
2. Overview Map - 506 Maple Drive NE

RESOLUTION NO. 50-24

A RESOLUTION FOR AUTHORIZATION TO EXECUTE A PURCHASE
AGREEMENT FOR PURCHASE OF PROPERTY AT 506 MAPLE
DRIVE

WHEREAS, Resolution 50-24 approved by City Council on May 7, 2024, approves a Purchase Agreement with Matthew Busho; and

WHEREAS, the Agreement provides that Matthew Busho will convey to the City the property at 506 Maple Drive for the purposes of flood mitigation and for future parkland;

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

1. That the Purchase Agreement for the purchase of property is hereby authorized.
2. That the Community Development Director is hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna.

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

506 MAPLE DR NE
City of Owatonna





DATE: May 7, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 51-24: Authorize Property Purchase - Parcel on Mineral Springs Parkway

Purpose:

City Council to approve Resolution 51-24 to authorize purchase of property along Mineral Springs Parkway.

Background:

On the west side of Mineral Springs Parkway, the City purchased property and removed an old dilapidated house to make way for a small area for overflow parking for Mineral Springs Park. The owner of the lot to the north of the City's lot, contacted staff about the City's interest in buying their lot. Staff didn't feel their entire lot would benefit the park for the cost; but, the southern portion of that lot could benefit the parcel recently acquired by the City. The southern portion of their lot could help expand the overflow parking area or could make an area large enough for other park possibilities and the remainder of the lot would still be large enough as a buildable lot. The price for the southern portion of the lot is \$28,850, which is the same price per square foot of the lot purchased in 2020.

Budget Impact:

Parcel cost is \$28,850. The City has used reserve funds in the past when opportunities presented themselves to purchase small parcels that would benefit our park system and Staff recommend the same for this purchase.

Staff Recommendation:

Staff recommends approval of the purchase of this property along Mineral Springs Parkway.

Attachments:

1. Resolution 51-24: Purchase Property along Mineral Springs Parkway
2. Legal Description - Parcel B
3. Overview Map - Parcel 17-645-0105

RESOLUTION NO. 51-24

A RESOLUTION FOR AUTHORIZATION TO EXECUTE A PURCHASE
AGREEMENT FOR PURCHASE OF PROPERTY ALONG MINERAL
SPRINGS PARKWAY

WHEREAS, Resolution 51-24 approved by City Council on May 7, 2024, approves a Purchase Agreement with Christopher and Julie Fisk; and

WHEREAS, the Agreement provides that Christopher and Julie Fiske will convey to the City parcel B described in the attached legal description along Mineral Springs Parkway for park land;

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

1. That the Purchase Agreement for the purchase of property is hereby authorized.
2. That the Community Development Director is hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna.

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

ADMINISTRATIVE SURVEY
IN LOT 5, BLOCK 1, PARKWAY ADDITION
STEELE COUNTY, MINNESOTA

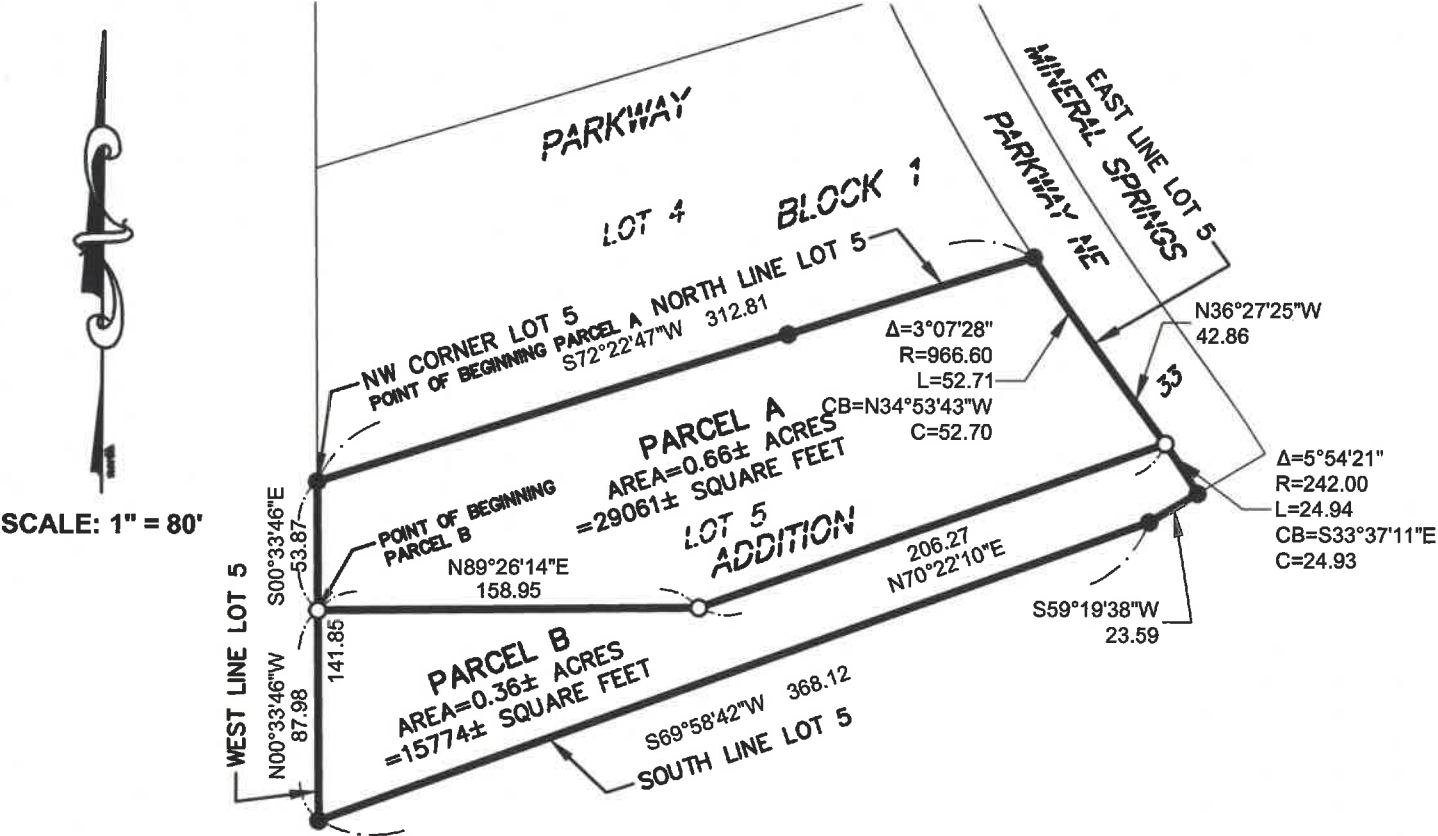
PREPARED LEGAL DESCRIPTION

PARCEL A:
All that part of Lot 5, Block 1, Parkway Addition, Steele County, Minnesota; described as follows:

Beginning at the NW corner of said Lot 5; thence South 00°34'46" East a distance of 53.87 feet, on the west line of said Lot 5;
thence North 89°26'14" East a distance of 158.95 feet;
thence North 70°22'10" East a distance of 206.27 feet, to the east line of said Lot 5;
thence North 36°27'25" West a distance of 42.86 feet, on said east line;
thence northwesterly a distance of 52.71 feet on a tangential curve concave to the northeast with a radius of 966.60 feet, a central angle of 3°07'28" a chord bearing of North 34°53'43" West and a chord distance of 52.70, on said east line to the northeast corner of said Lot 5;
thence South 72°22'47" West a distance of 312.81 feet, to the point of beginning.

PARCEL B:
All that part of Lot 5, Block 1, Parkway Addition, Steele County, Minnesota; described as follows:

Commencing at the NW corner of said Lot 5; thence South 00°33'46" East a distance of 53.87 feet, on the west line of said Lot 5 to the point of beginning;
thence North 89°26'14" East a distance of 158.95 feet;
thence North 70°22'10" East a distance of 206.27 feet, to the east line of said Lot 5;
thence southeasterly a distance of 24.94 feet on a nontangential curve concave to the southwest having a radius of 242.00 feet, a central angle of 05°54'21", a chord bearing of South 33°37'11" East, and a chord distance of 24.93 feet, to a southerly corner of said Lot 5;
thence South 59°19'38" West a distance of 23.59 feet, to a southerly corner of said Lot 5;
thence South 69°58'42" West a distance of 368.12 feet, to said west line;
thence North 00°33'46" West a distance of 87.98 feet, on said west line to the point of beginning.



SCALE: 1" = 80'



LEGEND:

- = 5/8 inch x 16 inch iron monument (Capped RLS 52646)-Placed
- = Iron stake monument-Found

FOR: CHRIS FISKE

Date: 03-28-2024 Revised date: 05/02/2024
Drawn by: TTH Survey: TTH
Field Book:- Page 1 of 1
Coord-System: MNDOT CO. NAD83 (11)
Job No: 24-1055 File: -

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

Scott A. Tuchtenhagen
Date: 5/2/24 L.S. No. 52646



**JONES
HAUGH
SMITH**
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598





CITY OF
OWATONNA

Miscellaneous



DATE: May 7, 2024
TO: Mayor and City Council
FROM:
SUBJECT: On Sale Wine and Beer Licenses - Oscar Sanchez dba Owatonna Taqueria
Jalisco LLC - 206 W Rose Street

Purpose:

Request Council approval of applications received for On-Sale Beer and Wine Licenses.

Background:

Oscar Sanchez is preparing to open Owatonna Taquería Jalisco, LLC within the next few weeks. This is the restaurant space at 206 W Rose Street, above the Blast. All requirements for a new liquor license have been met: renovations are complete and a Certificate of Occupancy has been issued; a background verification was completed, and Chief Mundale has no objections to issuance of these licenses for this applicant; and a Certificate of Insurance with Liquor Liability listing the City as an Additional Insured has been received.

Budget Impact:

An annual Beer License is \$100 and the Wine License is \$150. There are only two months remaining in the current license period and the wine license can be prorated per City Code.

Received from applicant:

\$100 - Background Verification Fee

50 - License Application Fee

100 - Beer License Fee

25 - Wine License Fee

\$275 - total fees collected with these license applications

Staff Recommendation:

Staff recommends approval for these licenses which will expire June 30, 2024 and subject to annual renewal.

Attachments:

None



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Accept Proposals and Award Contract - Overlay Prep Project

Purpose:

Requesting City Council approval of Overlay Prep Project Proposal Acceptance and Contract Awarding.

Background:

Quotes were received on May 1, 2024, for the 2024 Overlay Prep Project. Quotes were received from 2 (two) companies:

Steve James Excavating of Owatonna, MN	\$82,200.00
Ims Contracting, LLC of Dodge Center, MN	\$112,980.54
Engineer's Estimate	\$76,614.00

The lowest responsible bidder was Steve James Excavating of Owatonna. The bid was \$5,586 or 7% over the Engineer's Estimate.

Budget Impact:

The contracted project cost will be \$82,200.00. The 2024 Overlay Prep Project will be paid for with the operating budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2024 Overlay Prep Bid Tab

2024 Overlay Prep Project**Owner: City of Owatonna****Solicitor: City of Owatonna****05/01/2024 09:00 AM CDT**

Description	Quantity	Unit of Measure	Engineer's Estimate		Steve James Excavating		Ims Contracting, LLC	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
2104.502 REMOVE MANHOLE OR CATCH BASIN	13	EACH	\$500.00	\$6,500.00	\$500.00	\$6,500.00	\$400.00	\$5,200.00
2104.502 REMOVE CASTING	3	EACH	\$200.00	\$600.00	\$250.00	\$750.00	\$100.00	\$300.00
2104.503 REMOVE CURB & GUTTER	64	LIN. FT.	\$10.00	\$640.00	\$10.00	\$640.00	\$20.00	\$1,280.00
2501.502 12" RC PIPE SEWER	24	LIN. FT.	\$165.00	\$3,960.00	\$100.00	\$2,400.00	\$145.00	\$3,480.00
2501.502 18" RC PIPE SEWER	8	LIN. FT.	\$190.00	\$1,520.00	\$125.00	\$1,000.00	\$170.00	\$1,360.00
2504.602 ADJUST WATER VALVE BOX	3	EACH	\$180.00	\$540.00	\$150.00	\$450.00	\$550.00	\$1,650.00
2504.602 VALVE BOX NO. 6 BASE	9	EACH	\$952.00	\$8,568.00	\$800.00	\$7,200.00	\$1,400.00	\$12,600.00
2506.501 CONST. DR. STR. DESIGN 2'X3'	16.4	LIN. FT.	\$615.00	\$10,086.00	\$600.00	\$9,840.00	\$1,400.00	\$22,960.00
2506.516 MANHOLE CASTING ASSEMBLY, R-1733	3	EACH	\$1,220.00	\$3,660.00	\$1,200.00	\$3,600.00	\$1,450.00	\$4,350.00
CATCH BASIN CASTING ASSEMBLY, R-3067	4	EACH	\$975.00	\$3,900.00	\$1,000.00	\$4,000.00	\$1,550.00	\$6,200.00
2506.522 ADJUST FRAME & RING CASTING	38	EACH	\$630.00	\$23,940.00	\$750.00	\$28,500.00	\$1,250.00	\$47,500.00
2531.501 CONCRETE CURB & GUTTER, B-618	64	LIN. FT.	\$70.00	\$4,480.00	\$80.00	\$5,120.00	\$80.00	\$5,120.00
573.502 STORM DRAIN INLET PROTECTION	54	EACH	\$125.00	\$6,750.00	\$200.00	\$10,800.00	\$.01	\$.54
2575.501 SODDING, TYPE LAWN	14	SQ. YD.	\$105.00	\$1,470.00	\$100.00	\$1,400.00	\$70.00	\$980.00
Total				\$76,614.00		\$82,200.00		\$112,980.54



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Engineering Services Agreement - WWTF Biogas Tax Credit - Nero Engineering

Purpose:

Requesting City Council approval of the Nero Engineering Wastewater Treatment Facility (WWTF) Biogas Tax Credit Application Services Agreement.

Background:

In 2022, the Inflation Reduction Act was signed into law which included a broad range of incentives to encourage the transition to renewable energy sources. The WWTF Expansion Project includes improvement elements to the production and utilization of biogas, which the City has been using as a renewable energy source since 1988. Owatonna may qualify for investment tax credits (ITC) on portions of the WWTF Expansion Project that involve the production and utilization of this renewable energy source.

As currently defined, qualified biogas property projects are eligible up to 30% of the capital improvement of eligible components and possibly up to 50%. Nero, with the help of Baker Tilly have roughly estimated \$8.2m worth of components to be eligible and at 30% the ITC return would be roughly \$2.5m. The process will determine the total return, but Nero estimates the absolute minimum return to \$1.2m.

Nero Engineering will assist with coordination with the City and Baker Tilly to identify known processes that utilize biogas, assess equipment and process eligibility, tax credit application process, and PFA loan coordination.

See the attached proposal for additional information.

Budget Impact:

The total cost of the project is not to exceed \$27,210 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Nero Biogas Tax Credit Proposal



ENGINEERING SERVICES AGREEMENT

Project: WWTF Biogas Tax Credit Application (Project)

This Agreement is by and between:

City of Owatonna (Owner)
540 West Hills Circle
Owatonna, MN 55060

and

Nero Engineering, LLC (Nero)
7135 Madison Ave. W
Minneapolis, MN 55427

Who agree as follows:

Owner hereby engages Nero to perform the Services set forth in Part I for the compensation set forth in Part III. Nero will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Nero agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR NERO

By: Eric Meester

Printed Name: Eric Meester, PE

Title: President

Date: May 1, 2024

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

In 2022, the Inflation Reduction Act was signed into law which included a broad range of incentives to encourage the transition to renewable energy sources. Fortunately for Owatonna, since 1988 the wastewater treatment facility has been taking advantage of renewable energy in the production, capture and utilization of biogas. With the ongoing WWTF Expansion and Improvements project, the project includes expansion and improvement elements to the production and utilization of the biogas. Because of this, Owatonna may qualify for investment tax credits (ITC) on the portions of the project that are associated with the production and utilization of the biogas.

In a nutshell, a taxpayer with a qualified biogas property project is eligible to increase the ITC rate up to 30% for the eligible components if certain criteria are met, such as prevailing wage requirements and not exceeding particular energy output. Since the current project is being funded through the Clean Water Revolving Fund, prevailing wages are already incorporated. Additional credits can also be obtained if the project meets domestic content requirements and also if Owatonna meets income thresholds, potentially increasing the ITC rate to 50%.

Baker Tilly and Nero did a very preliminary review of the new construction components that we believe will be eligible for the tax credit. The items that contribute to the biosolid and biogas production include solids thickening to optimize biogas production, anaerobic digestion improvements and expansion, biogas upgrading to natural gas standards and the biogas injection system. These items from an equipment, installation and controls portion total approximately \$8.2m, which would equate to about a \$2.5m investment tax credit. Other components that pertain to these elements, such as structural and mechanical, may not qualify for the tax credit but nonetheless will be explored as part of the application process.

This proposal identifies scope to assist Owatonna, Baker Tilly (the application lawyers & accountants) and a professional assessor for initial project qualification, subsequent investment tax credit application and lastly the tax credit implications on the project loans, finances and sewer rates. It should be noted that this process for the investment tax credit is uncharted territory for everyone and thus our scope is based upon discussions with Baker Tilly and other professionals that have been working with the federal government on this process. Nero and AE2S will keep Owatonna apprised of sizable changes to the scope of the application process if such occurs.

B. SCOPE OF SERVICES

Basic Services to be provided by team for this Project under this Agreement are as follows (also see attached and corresponding Design & Expense Fee Schedule):

Task 1- Project Startup: project will commence with a team kickoff meeting with Owatonna and Baker Tilly (BT). With BT, we will identify the known processes for the application and define roles of the various team members for completion of the application processes. With this being an un navigated application process with the federal government, we may need to be fluid in our roles and tasks to follow the correct but changing project path. During this process, our team will work with the City to

identify a professional assessor contracted with the City and also develop a project plan with the assessor as it pertains to the ITC application process.

Task 2- Preliminary Equipment/Process Eligibility Assessment: it is our understanding that the process essentially starts with first identifying the eligible equipment/processes of the existing facility and assigning a value to those components. Since the City's asset log does not specifically identify individual equipment or processes, the City will need to work with a professional assessor to apply a value to those qualified items. The second part of this task will be to identify the eligible components of the expansion and improvements project and compiling the installed cost of those items. Our team will work with Rice Lake to further detail cost items already shown in the schedule of values for the project. Our team will work closely with the assessor to ensure the appropriate components are identified for the tax credit as well as a sensible value for those components.

Task 3- Biogas Application Process: the majority of this task is completed by Baker Tilly, utilizing their knowledge and connections to optimize the tax credit. Our team will work with Baker Tilly at the front end of this process to coordinate the eligible items as well as the costs. Throughout the application process, our team will further support Baker Tilly for other ongoing data collaboration such as wage reports and material content (i.e., domestic content, AIS certifications, etc.).

Task 4- PFA Loan Coordination: once the tax credit value is known, Nero will coordinate with the City and the PFA for implications, guidance and paperwork needed for the PFA as it relates the Clean Water Revolving Fund loan and/or repayments.

C. PROJECT TIMING

Our team is prepared to begin the work immediately upon authorization. The schedule below is identified in some general terms as there many moving pieces and a very unknown pace of the federal governments involvement. Ultimately the application will not be formerly submitted until conclusion for the project, which should occur in 2025. BT did not provide an estimated schedule below is based upon our discussions with them.

Anticipated Schedule

- | | |
|---|----------------------------|
| • Kickoff meeting | May 2024 |
| • Identify Professional Assessor | June 2024 |
| • Identify qualifying processes/equipment | July – August 2024 |
| • Develop values for existing and new eligible components | July – October 2024 |
| • Tax credit application process | October 2024- October 2025 |
| • City receives tax credit | 2026 |

PART II
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Nero, and serve as liaison with Nero as necessary for Nero to complete its Services.
 2. Furnish to Nero copies of existing documents and data pertinent to Nero's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Nero with existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Nero safe access to premises necessary for Nero to provide the Services.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Nero's standard chargeout rates in effect at the time the Services are performed (see the attached Fee Schedule). Routine expenses will be billed at cost and subconsultant costs will include a 5% markup. The total cost for these basic Services will not exceed \$27,210 without prior written approval from Owner.
- B. Nero will bill Owner monthly, with net payment due in 30 days.
- C. Nero will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Labor Hours						Expenses	Totals		
Company>	Nero Engineering PM/Process Engineer	Nero Engineering Lead Process Engineer	AE2S Project Engineer	AE2S Lead Process Engineer	AE2S Project Engineer	Travel Travel	LaborExpensesTotal LaborExpensesTotal		
Role>									
Hourly Rates >	200	200	245	288	171				
	Meester	Svennes	Graf	Benson	Larkin				
Task 1- Project Startup									
Kickoff Meeting	1		1		1		616	0	616
Define roles and needs with Baker Tilly & City	2		2				890	0	890
Develop project plan with WWTF Appraiser (hired by City)	4		4				1,780	0	1,780
Task 2- Preliminary Equipment Eligibility Assessment									
Identify eligible process components	4		8	8			5,064	0	5,064
Assist professional assessor in developing correlating asset valuations	8		4	1	4		3,552	0	3,552
Assist Baker Tilly with eligibility with new process elements	2	4	4	2	4		3,440	0	3,440
Task 3- Biogas Application Process									
Upfront Data Coordination with Baker Tilly	8	2	8		4		4,644	0	4,644
Ongoing Data Collaboration with Baker Tilly	8	2	8		4		4,644	0	4,644
Task 4- PFA Loan Coordination									
Coordination efforts with PFA on tax credit & loan/repayment implications	8		4				2,580	0	2,580
Total	45	8	43	11	17	0	27,210	0	27,210



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Wastewater Treatment Facility Tax Credit Agreement - Baker Tilly

Purpose:

Requesting City Council approval of the Baker Tilly agreement for IRA Renewable Tax Credit Consulting Services.

Background:

The Owatonna Wastewater Treatment Facility (WWTF) is in the process of developing a potential biogas project located at its wastewater treatment plant in Owatonna, Minnesota. The biogas project may be eligible for a Federal Tax Credit because the Project utilizes the IRA22. The Act's "energy security" subtitle includes tax provisions providing credits and incentives for the production and consumption of clean energy, carbon emissions reduction, electric vehicle purchases and, among other items or promoting domestic energy security.

Baker Tilly will perform the following services: Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act 2022 (IRA22, or the Act). The scope of services includes: determining, preserving, enhancing, and claiming an Investment Tax Credit (ITC) for the biogas project.

As currently defined, qualified biogas property projects are eligible up to 30% of the capital improvement of eligible components and possibly up to 50%. Nero, with the help of Baker Tilly have roughly estimated \$8.2m worth of components to be eligible and at 30% the ITC return would be roughly \$2.5m. The process will determine the total return, but Nero estimates the absolute minimum return to \$1.2m.

Nero Engineering will assist with coordination with the City and Baker Tilly to identify known processes that utilize biogas, assess equipment and process eligibility, tax credit application process, and PFA loan coordination.

See the attached proposal for additional information.

The attached agreement outlines Baker Tilly's proposed approach to this project.

Budget Impact:

The project fees are estimated to total between \$65,000 and \$95,000 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. IRA Renewable Tax Credit Consulting Services Agreement

RE: IRA Renewable Tax Credit Consulting Services

DATE: April 2, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Owatonna, Minnesota (the Client) and Baker Tilly US, LLP (Baker Tilly).

SCOPE OF WORK – APPENDIX A

Baker Tilly will perform the following services: Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act 2022 (IRA22, or the Act).

Our Understanding:

The Client is in the process of developing a potential biogas project located at its wastewater treatment plant in Owatonna, Minnesota (the Project).

The Client is aware that it may be eligible for a Federal Tax Credit because of the Project utilizing the IRA22. The Act's "energy security" subtitle includes tax provisions providing credits and incentives for the production and consumption of clean energy, carbon emissions reduction, electric vehicle purchases and, among other items or promoting domestic energy security.

Based upon initial discussions, the Client is interested in Baker Tilly's support of its goal to determine, preserve, enhance, and claim an Investment Tax Credit (ITC) from its Project to the Client. The following outlines Baker Tilly's proposed approach to this engagement:

Scope, Objectives and Approach:

It is anticipated that this Project will be completed in phases from the initial pursuit of the IRA22 applicability through the construction of the Project. The scope of the Project includes four main phases to assist the Client with how to Determine, Preserve, Enhance and Claim the IRA22 tax credit. Additional bonus criteria certifications, related to Prevailing Wage & Apprenticeship, Energy Community, or Domestic Content, will be issued under separate engagement as required for the Project as appendices B, C, & D.

Baker Tilly's detailed approach/work plan can be summarized as follows:

Phase 1. Determining Project Eligibility for an IRA22 Tax Credit

- A. Provide assistance with interpretation and application of the IRA22 guidance to the Project's set of facts and circumstances to the Project.
- B. Understand the Property Type versus IRS rules.
- C. Coordinate data request from Client.
- D. Analyze the proposed sources and uses of funds, existing Project budgets and financial model prepared by management, and other relevant documents to gain an understanding of the Project on a preliminary basis.
- E. Analyze the planned legal structure for ownership of the Project.
- F. Analyze Project documents that establish the eligible Project costs which are considered eligible for the ITC. This will include review of the Project's process design, associated capitalized costs, use of any grant proceeds, timeline regarding construction and placed in service activities, and actions taken to-date that may support compliance with the IRS Begun Construction and placed in service requirements.
- G. Estimate the size range of the tax credit for the Project.
- H. Confirm if the Project is subject to Prevailing Wage & Apprenticeship (PW&A) to obtain credit adder.
- I. Confirm if the Energy Community adder could apply to the Project site.
- J. Confirm if the Domestic Content adder could apply to the Project.
- K. Prepare a written summary which outlines our initial views regarding the Projects' eligibility for the ITC, estimated ITC amounts, suggested steps to meet any Begun Construction and/or placed in service requirements under the IRA22 timeline requirements. This will include a review of the Client's ability to retain and utilize the ITC tax benefits.

Phase 2. Preserving the Tax Credit – Pre-Construction communication to Vendors

- A. Identify all key vendors within scope for the Project Type and the total Project budget.
- B. Analyze Project plans with Client Project manager as it relates to impacts on credit amount and key action steps for preserving the tax credit with use of prevailing wage and apprenticeship.
- C. Assist Client to communicate to its Vendors the compliance requirements of IRA to obtain the Domestic Content and/or Prevailing Wage & Apprenticeship credit adders.
- D. Support the Client in assembling requests to vendors to allow for efficient analysis of impacts of certain design considerations as it relates to the tax credit.
- E. Identify key vendor(s) for which the Client can enter into binding written agreements to meet Begun Construction for Safe Harbor. (If applicable)
- F. Assist Client to establish best method to meet the Begun Construction requirements. (If applicable)
- G. Review Property Type sizing, as required, to the extent it pertains to tax credit considerations.
- H. Provide a brief memo to Client management documenting the action steps taken to meet Begun Construction to preserve the tax credit, the Project Type Eligibility, and the resulting Credit % being preserved.

Note: Complete and final guidance related to IRA22 Prevailing Wage and Apprenticeship (PW&A) bonus compliance requirements under the Inflation Reduction Act have not been released at this time. In the absence of complete and final guidance, Baker Tilly will provide a final certification of vendors payroll under a separate scope of work subject to the PW&A bonus requirements.

Phase 3. Establishing The Eligible Energy Basis – Post Construction

- A. Establish total cost basis of Project and perform a cost segregation study to determine the Eligible Cost Basis of the Energy Property.
- B. Review Client's own expenditures, in addition to the Project vendors, for qualifying expenditures which could qualify as Energy Property.
- C. Upon construction completion, perform a site visit (as needed) to complete the cost segregation study, delineate key process areas with upstream production facility that can be part of Energy Property, and document Project on an as-built basis.
- D. From cost segregation study, categorize the depreciation lives of assets included in the study according to MACRS rules. This includes both capitalized items as well as items that may be expensed for tax purposes.
- E. Document with vendors how Project Type was placed in-service.
- F. Determine final tax credit eligible basis, subject to management review and agreement, for purposes of claiming the tax credit.
- G. Issue a schedule of values showing the buildup of Energy Property basis along with other asset classifications from the fixed asset schedule for the final Project costs.

Phase 4. Claiming the Tax Credit - Project Workpaper File Generation

- A. Document compliance with “begun construction” tests as required by the Internal Revenue Service (IRS) (if applicable)
- B. Document compliance with “placed in service” tests as required by IRS.
- C. Document Project Type eligibility based upon IRS code and other IRS and Environmental Protection Agency (EPA) memoranda
- D. Document timing Tax Credit can be claimed or transferred.
- E. Provide any additional information which would help support the project's claiming a Tax Credit in the event of an IRS audit.
- F. Provide the necessary workpapers to the Client to support its claim or transfer of the Tax Credit and assist with the direct pay portal and the preparation of the prescribed tax form.

Additionally, Baker Tilly will assess, as needed, for a given project the determination of the Prevailing Wage & Apprenticeship (5X multiplier), the Domestic Content (2-10%), and the Energy Community (2-10%) bonus designations that can apply to the Project under separate appendices B, C, & D respectively subject to completion of Appendix A Phases 1 through 4. Additional effort may be required subject to future guidance requirements to perform this work. Baker Tilly will notify Client before proceeding with additional required work.

Example supporting workpapers outlined in Addendum 1.

Project Timing and Budget:

Phase 1 of the Project will commence upon execution of the formal engagement letter and scope appendix and subject to availability of requested information from the Client. The subsequent phases and appendices noted within, if the Client chooses to proceed with its pursuit of the Project, would be initiated by the Client to Baker Tilly of its intent to proceed.

The following is a summary of our professional fees associated with the phases of this project as summarized under our Scope/Objectives and Approach:

IRA 2022 Services Phases	Fee Estimate
1. Determine Project Eligibility	\$15,000 - \$25,000
2. Preserving the Tax Credit with Vendors – Pre-Construction (TBD if applicable)	\$5,000 - \$10,000
3. Establishing the Eligible Energy Basis – Post Construction	\$30,000 - \$40,000
4. Workpaper File Generation to Support Investment Tax Credit Claim	\$15,000 - \$20,000
4.1 Prevailing Wage & Apprenticeship Bonus Compliance Adder (if applicable)	TBD
4.2 Energy Community Bonus Compliance Adder (if applicable)	TBD
4.3 Domestic Content Compliance Adder (if applicable)	TBD
IRA 2022 Total Fee Estimate	\$65,000 - \$95,000

Baker Tilly's fees for services set forth in the Scope Appendix will be billed at Baker Tilly's standard billing rates based upon the actual time and expenses incurred according to the rate schedule set forth below.

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$750
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

- Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

Project Team

This work will be led by a cross functional Baker Tilly team, with members from our Manufacturing, Energy & Infrastructure, Real Estate and State and Local Government teams as necessary to complete the Project, based on the Property Type seeking the tax credit.

Other Disclosures

During the course of the engagement, Baker Tilly may interact with other Project participants (service providers, investors, lenders, funding parties, utilities, etc.) that have pre-existing client relationships with Baker Tilly. By signing this letter, the Client acknowledges the potential conflicts of interest that may arise. In the event of any such conflicts of interest, Baker Tilly shall immediately notify the Client of such circumstance.

Baker Tilly works with many clients that are involved in energy project development across a wide geographic region. The Client acknowledges by signing below that Baker Tilly is not exclusive in its relationship with the Client and that Baker Tilly may provide similar services to these separate clients.

Baker Tilly does not draft legal documents, ensuring that operating and funding agreements are consistent with the Client's intent and enforceable will be the responsibility of the Client's law firm.

Engagement-Specific Terms and Conditions

The following terms and conditions are in addition to, and not in lieu of, the terms and conditions included in the Engagement Letter to which this Scope Appendix is attached. Should there be any conflict between the terms of the Engagement Letter and the terms listed below, the terms listed below shall govern.

A. Responsibilities of Client

1. To ensure an effective and efficient engagement, Client agrees to provide Baker Tilly with all information requested, in a timely manner, and to provide any reasonable assistance as may be required to properly perform the engagement. In performing services under this Engagement Letter, Baker Tilly will rely upon Client personnel for the accuracy and completeness of its records and all other information supplied to us, without independent investigation or verification. Inaccuracy, incompleteness or tardiness in the delivery of information to Baker Tilly, whether or not Client personnel knew or should have known that such information was not complete, accurate or current, could have a material effect on tax returns, our conclusions and the fee for services.
2. US Treasury Regulations require taxpayers to disclose any tax strategy or transaction that the IRS identifies as: 1) a Listed Transaction; 2) substantially similar to a Listed Transaction; or 3) any other



Reportable Transaction. In addition, certain states have similar disclosure requirements. Noncompliance with these rules may result in significant penalties. Client agrees to inform Baker Tilly of participation in any such transactions.

3. Client agrees to file, unaltered and with appropriate disclosure, the tax returns as prepared by Baker Tilly. Client agrees that Baker Tilly assumes no responsibility and has no liability for any returns altered by Client prior to filing with the taxing jurisdiction. Client is responsible for the timely filing of the returns Baker Tilly prepares and agrees to inform us in writing of any failure to timely file the tax returns.
4. Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accounting schedules and statements are true, correct and complete to the best of his or her knowledge. Client is responsible for understanding and agreeing with the various amounts, computations and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly US, LLP will not perform any management functions or make management decisions for Client in connection with this engagement.
5. Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return. Baker Tilly has no responsibility or liability for Client's failure to maintain adequate documentation.
6. Official IRS guidance for the Inflation Reduction Act (IRA) has been issued as of the date of this Scope Appendix. Baker Tilly is performing the services consistent with current prevailing guidance and interpretation under the IRA and will continue to monitor FAQs and subsequent guidance issued by the IRS. Client accepts and acknowledges that Baker Tilly makes no guarantees that the IRS will issue a tax credit and/or Client will receive or be able to utilize such tax credit.

B. Responsibilities of Baker Tilly

1. Baker Tilly's services under this scope appendix are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. We disclaim all other warranties, either express or implied.
2. Baker Tilly will perform these services on the basis of the information you have provided and in consideration of the applicable tax laws, regulations and associated interpretations as of the date the services are provided. Tax laws and regulations and/or their interpretation are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. Baker Tilly has no responsibility or liability for such changes occurring after the completion date of this engagement.
3. Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by Baker Tilly in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Baker Tilly has no liability or responsibility to any third parties as a result of this engagement.
4. Tax returns and other filings are subject to examination by taxing authorities. Baker Tilly will be available to assist Client in the event of an audit of any issue for which Baker Tilly has provided services under this scope appendix. Fees for these additional services will be communicated in a separate scope appendix.
5. The services performed under this Engagement Letter do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.

6. Baker Tilly may utilize the services of independent contractors in providing services to Client. All such third parties are bound by the same confidentiality requirements as Baker Tilly and its employees. Client hereby consents to disclosure of confidential information necessary to the provision of the related services.
7. Nothing in this Engagement Letter prevents Baker Tilly from providing services to other clients.

C. Third Party Service Providers and Tax Return Information Disclosure Consent

1. Baker Tilly is committed to protecting the privacy and confidentiality of Client's tax return information. Baker Tilly is also committed to providing Client with comprehensive, integrated services that enhance and protect Client's value. To optimize Baker Tilly's service delivery and the results Baker Tilly is able to provide, Baker Tilly would like to obtain Client's consent to use and disclose Client's tax return information for various purposes of benefit to Client, as detailed below.
2. For any business taxpayer subject to this Agreement, the Section 7216 consent is contained in the body of the letter immediately below. Please read the consent below carefully before executing. Client is not required to execute this consent to engage Baker Tilly's tax return preparation services, and Baker Tilly is not conditioning Baker Tilly's provision of services on Client's consent. For the avoidance of doubt, by signing this , Client is providing your consent to allow Baker Tilly to use the tax return information with respect to Client's business for the purposes identified below. Client may request to limit the tax return information disclosed or used, and to limit the consented uses and disclosures. Client may terminate consent at any time by providing written notice to Baker Tilly.

I.R.C. § 7216 Client Consent to Disclosure and Use of Tax Return Information (Non-1040)

I authorize Baker Tilly US, LLP (Baker Tilly) to use and disclose all of Taxpayer's tax return information for the purposes identified below. I authorize Baker Tilly to use Taxpayer's tax return information for the following purposes:

- > To identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you.
- > To aggregate and anonymize tax return information to analyze, deliver, support, optimize, communicate and market our services and to allow us to provide you and others with other helpful information.

I authorize Baker Tilly to disclose Taxpayer's tax return information to all Baker Tilly national and international affiliates (including officers, employees, or members thereof who may be located outside the United States; together, Baker Tilly Entities) and contractors inside and outside the United States providing administrative, tax return preparation and ancillary services (Outsource Providers) for the following purposes:

- > To enable Baker Tilly Entities and Outsource Providers to provide administrative, tax return preparation and ancillary services for Baker Tilly on behalf of Taxpayer.
- > To enable Baker Tilly Entities to identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you

This consent will remain in effect until and unless revoked by written notice of Taxpayer.

D. Copies of Our Work Product

You have the right to review and/or be supplied with copies of any and all tax planning or research memoranda and work papers prepared by our firm related to this engagement. The scope of this engagement is not intended to rise to the level at which we will issue a formal tax opinion to you. Therefore, all written tax advice provided under this engagement letter will contain the following legend:

Tax information, if any, contained in this communication was not intended or written to be used by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely.

E. Audit Defense

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you at our standard hourly rates. Please note we cannot make, nor provide, any guarantee with respect to any proposed adjustments by a taxing authority. Any such audit defense work shall be covered under the terms of a separate engagement letter.

F. Additional Work Due to Tax Law Changes

Congress and Treasury continue to revise the tax law, as well as issue additional guidance and rules relating to the law changes. Any such guidance or legislative changes have the potential to impact tax positions on your return and may require additional analysis and computations. Our fee associated with any additional time that we spend on such issues will be based on our standard hourly rates for the level of staff performing the services. Before we begin any incremental work, we will provide an estimate of the additional fees expected to be incurred.

G. Tax Return Preparer Standards, Reporting, Disclosure, Privacy, and Related Matters

1. Prior to engaging our services in preparation of tax returns, it is important you are aware of the standards that will be applied to preparing, signing and filing such returns. Internal Revenue Code (IRC) section 6694 and the related Treasury Regulations provide that a tax return preparer may sign a tax return only if there is substantial authority for all tax positions reflected in the return, or alternatively, there is disclosure of any position that has a reasonable basis but lacks the support of substantial authority. This standard corresponds with the taxpayer standard that relates to the avoidance of a penalty for a substantial understatement of tax. Positions claimed on a tax return that lack a reasonable basis could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on their returns. Professionals cannot sign returns with positions that lack a reasonable basis.
2. With respect to any transaction deemed to be a tax shelter there is a higher minimum standard of "more-likely-than-not" which must be satisfied for any benefits to be claimed on a tax return. Disclosure of the position does not remove this minimum standard for tax shelter positions.
3. As a result of the existence of these standards, our professional standards and related due diligence may require us to evaluate all positions to be reflected on your federal tax returns to determine if such positions meet the substantial authority standard discussed above. As noted above, certain positions may be required to be disclosed to the federal, and in some cases, the state tax authorities.
4. It is not possible for us to know in advance whether any positions to be reflected on your return may require additional analysis. Therefore, we cannot estimate in advance the additional amount of fees which may be associated with any such effort if it becomes necessary. We will, however, advise you of any positions which require additional analysis and discuss the associated fees with you prior to undertaking the additional effort required to reach a conclusion in compliance with these standards.
5. The federal government requires U.S. persons which have any interest in, or signature authority over, a foreign bank, securities, or other financial account to report such interest on Form 114, Report of Foreign Bank and Financial Accounts (formerly Form TD F 90-22.1), if the aggregate value of such



accounts exceeds \$10,000 at any time during the year. U.S. persons include U.S. citizens, U.S. residents and entities including, but not limited to corporations, partnerships or limited liability companies created or organized in the U.S. or under the laws of the U.S., and trusts and estates formed under the laws of the U.S. Please inform Baker Tilly if Client has any foreign bank accounts, activities, or investments, so that Baker Tilly can discuss how it can help Client comply with the law.

6. Revised (IRC) section 7216 and the related Treasury Regulations prescribe a penalty for any tax return preparer that uses or discloses tax return information without securing the consent of the taxpayer prior to any such use or disclosure. Should Client request that any tax information be provided to a third party, Baker Tilly can provide the information directly to Client, and Client can provide the information to the third party, or Baker Tilly can provide the information directly to the third party. If Client requests that Baker Tilly provide the information directly to a third party, a specific and detailed written consent with
7. Client's signature will be required to be furnished to Baker Tilly prior to the release of any tax return information. Baker Tilly will bill Client for the time necessary to draft the consent, obtain Client's signature and satisfy Client's request to provide tax information directly to a third party.
8. The advice Baker Tilly US, LLP renders may result in one or more positions that will be reflected on Client's federal tax returns. Taxpayers will not be subject to an underpayment of tax penalty if each position taken on the return has substantial authority. Positions that lack substantial authority but have a reasonable basis may be claimed on the tax return if such positions are disclosed to the IRS. Positions that lack a reasonable basis claimed on a tax return could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on their returns. The higher more-likely-than-not standard for reportable transactions remains. Regardless of disclosure, any position or transaction deemed to be a reportable transaction must meet the more-likely-than-not confidence level in order to avoid penalties. Baker Tilly US, LLP will inform Client of the level of confidence Baker Tilly US, LLP may have regarding all such positions.

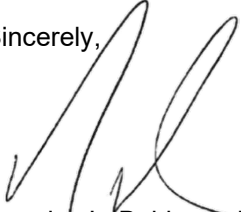
Addendum 1: Phase 4 Example Workpaper Exhibits: (as applicable)

- > Exhibit A – Begun Construction Safe Harbor report
- > Exhibit B – Production and Consumption report
- > Exhibit C – Energy Eligible Basis report
- > Exhibit D – Tax Forms
 - > Exhibit D.1 – Election statement
 - > Exhibit D.2 – Tax Filing Forms
 - > Exhibit D.3 – Pre-filing registration
 - > Exhibit D.4 – Election to transfer credits
 - > Exhibit D.5 – Election for direct pay
- > Exhibit E – Prevailing Wage & Apprenticeship Compliance and Documentation
- > Exhibit F – Energy Community Compliance
- > Exhibit G – Domestic Content Compliance and Documentation
- > Exhibit H – IRS Project Credit Allocation letter (48C/Environmental Justice)
- > Exhibit I – Credit Summary

	Type	%
Base Energy Credit	Energy Type	6%
PW&A	Y	30%
Domestic Content	N	0%
Energy Community	Y	10%
Total Credit %		40%
Project Cost	\$XX,000,000	From Exhibit C
Eligible Energy Property	\$ X,000,000	From Exhibit C
Total Credit Value	\$ X,X00,000	

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Douglas L. Baldessari, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



DATE: May 7, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Land Development Agreement - Yellow Company, LLC

Purpose:

Approve the Development Agreement with Yellow Company, LLC for the Marthaler Addition project.

Background:

Attached is the proposed development agreement for the improvements to Marthaler Addition. The agreement lays out the roles and responsibilities of the developer as well as the City, including any expectations that need to be met. The Developer has signed the agreement.

Budget Impact:

None directly with the approval of the development agreement. The Developer is responsible for construction of the public improvements. A 1% fee is being charged by the City to compensate for the oversight of the public improvements.

Staff Recommendation:

Staff recommends approval of this Development Agreement.

Attachments:

1. Marthaler DA - Signed by Developer

LAND DEVELOPMENT AGREEMENT
MARTHALER ADDITION

THIS AGREEMENT, is made and entered into as of May 7, 2024, by and between Yellow Company, LLC, a Minnesota limited liability company (herein the “Owner”) and CITY OF OWATONNA, MINNESOTA (herein the “City”).

WHEREAS, the Owner and the City agree that this Agreement shall serve to facilitate the orderly and efficient development of the Project to the mutual benefit of the Owner and the City;

WHEREAS, The City has approved the Final Plat of Marthaler Addition, attached as Exhibit A and legally described as Exhibit B, on April 16, 2024;

WHEREAS, the City has outlined certain public improvements and/or facilities which in part provide needed infrastructure for the development of the Property;

WHEREAS, The proposed project is shown in the plans attached as Exhibit C and the Cost Estimate attached as Exhibit D.

WHEREAS, the City agrees to allow the development to proceed subject to the execution of an Agreement that addresses the impacts of the Project on the public infrastructure.

I. OWNER’S OBLIGATIONS

- A. Property Development. The Owner agrees to proceed and complete the platting process of one (1) lot within Marthaler Addition of the Project, including recording the plat in accordance with the Subdivision Ordinance for the City of Owatonna prior to the completion of the infrastructure improvements.
- B. Grading, Drainage, Erosion Control, Utility Lines. The Owner agrees to complete the grading and drainage improvements and install the erosion control facilities and utilities in accordance with the construction plans and specifications prepared by Jones, Haugh, & Smith, Inc., and reviewed and approved by the City of Owatonna.
 - 1. The owner shall be responsible for installing and maintaining all necessary temporary erosion and sediment control measure to be in compliance with the City of Owatonna Construction Stormwater Ordinance and the MPCA Construction Stormwater Permit and any applicable rules and regulations.
 - 2. The owner shall be responsible for construction of all required permanent stormwater control measures. The stormwater control measures shall be in accordance with City, MPCA and any other applicable standards.
 - a. An access easement for inspection of stormwater control and treatment measures shall be granted to the City of Owatonna for inspection. If the stormwater control and treatment measures are found to be

out of compliance, the City may repair the measures at the property owner's expense.

b. The permanent stormwater improvements will be privately owned.

3. The owner will be responsible for the design and construction of all utility improvements, including but not limited to: sanitary sewer, watermain, storm sewer, etc. in accordance with City of Owatonna regulations and all applicable rules and regulations.
4. The Owner shall provide the City Engineer with copies of utility layout plans, as provided by the electrical, telephone, gas, and cable companies before construction.

C. Development Plans. The project shall be developed and constructed in accordance with the plans and specifications prepared by Jones, Haugh, & Smith and attached as Exhibit D, and as approved by the City Engineer of the City of Owatonna. No work shall begin until the plan for the proposed improvements is approved by the City Engineer in writing. The plans required to be reviewed and approved are as follows:

1. An 8-inch (or in field equivalent) diameter public sanitary sewer main will be constructed from an existing manhole north of the existing lift station approximately 317' south along the east side of County Road 45. A service line will be extended into the lot of the project by boring under County Road 45.
2. A 6-inch water service line will be bored under County Road 45 to service the property.
3. Two fire hydrants will be installed along the east side of County Road 45 at a 400' spacing.
4. A fee of 1% of the total construction cost of street and utility installation costs as provided in Exhibit D shall be submitted to the City Engineer for City oversight of the public infrastructure prior to commencing construction.
5. Any variation from the approved construction plans shall be approved in writing by the City Engineer prior to making any changes.
6. As-Built construction plans shall be submitted to the City within 90 days of the City Council declaring substantial completion of the public improvements, as recommended by the City Engineer. The Owner agrees to a fine of \$100 for every calendar day after the 90 day deadline for submission of the As Built drawings to the City.

D. Access.

1. The Owner has been granted a full access south of the property by Steele County.
2. A joint driveway access easement and maintenance agreement is required to be recorded.
3. No other vehicular access is permitted to this property without written approval by the City and Steele County.

E. Stormwater. The Owner acknowledges that the City has stormwater requirements that need to be met for all development projects. Stormwater responsibilities will all be constructed and maintained by the Owner.

F. Traffic Improvements. The Owner shall pay for all street signs, within the Project as required by the Ordinance for the City of Owatonna and Minnesota Uniform Traffic Control Manual.

G. Permits. The Owner shall obtain all necessary permits for the construction within the property.

H. Recording Fee. The Owner shall pay the recording fee for the recording of this Agreement at the Steele County Recorder's office.

I. License. The Owner hereby grants the City, its agent, and employees a license to enter the project to perform periodic inspections or observations of the work as deemed appropriate by the City.

J. Warranty. The Owner warrants all work to be performed in the public right-of-way and within the public utility easements against poor material and faulty workmanship for a period of three (3) years after its completion.

K. Inspection. Owner agrees to hire Jones, Haugh, and Smith, Inc. or other suitably qualified consultant to inspect and test the construction of the public improvements on a regular and routine basis including the sewage collection system, water distribution, roadways and stormwater systems. Material testing to be paid for by the owner and completed by a certified testing agency.

Owner agrees to hire Jones, Haugh, and Smith, Inc. to provide construction staking for the construction of all improvements.

Owner agrees to hire Jones, Haugh, and Smith, Inc. to provide as-built construction drawings within 90 days of substantial completion of the roadway and utility work.

The Owner hereby grants the City, its agents, officials, and engineers, license to enter onto the Property for purposes of undertaking its own inspections at the

City's discretion, and at the City's sole expense. City agrees to indemnify Owner, their Governors, Managers, Members and Agents including but not limited to Mohs Contracting and hold them harmless from any and all claims, demands, actions, causes of action, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of any entry authorized by City onto Owner's real property except if the claim arises from negligence caused by the Owner.

- L. Security. Prior to commencement of the project, Owner shall deliver to City a Subdivision Bond or other acceptable financial surety to ensure project completion in the amount of 125%, as estimated by Jones, Haugh, and Smith and attached as Exhibit D, as principal and the City of Owatonna as obligee in the sum of \$163,181.25. Said surety will be released by the City once the improvements have been deemed substantially complete by the City Council and project closeout documentation, including the as built drawings, have been accepted by the City Engineer.

The City is hereby granted the option, but not the obligation, to complete or cause completion in whole or part of all of the Owner's obligations under this Agreement for which a bond, letter of credit, cash deposit or other security (hereinafter referred to as the "Security") is required if the Owner defaults with respect to any term or condition in this Agreement for which Security is required and fails to cure such default(s) within ten (10) days after receipt of written notice thereof from the City; provided however if the nature of the cure is such that it is not possible to complete the cure within ten (10) days, it shall be sufficient if the Owner has initiated and is diligently pursuing such cure. The Owner acknowledges that the City does not assume any obligations or duties of the Owner with respect to any such contract agreements unless the City shall agree in writing to do so.

The City may make a claim against the Security, as appropriate, after the notice and cure period set forth in the foregoing paragraph, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term.

- M. Monuments. Monuments of a permanent character shall be placed at the corners of all lots created by the subdivision and located as required by Minnesota Statute 505.02. Building permits will not be issued until such monuments are placed.
- N. Owner's Responsibility for Code Violations. In the event of a violation of City Code relating to use of the property construction thereon or failure to fulfill an obligation imposed upon the Owner pursuant to this Agreement, City shall give the Owner written notice after which the Owner shall have 10 days within which to cure such violation, provided however, City need not issue a building or occupancy permit for construction or occupancy on the Land while such a violation is continuing, unless waived in writing by City.
- O. Owner's Responsibility for its Contractors. Owner shall release, defend and indemnify City, its elected and appointed officials, employees and agents from

and against any and all claims, demands, lawsuits, complaints, loss, costs (including attorneys' fees), damages and injunctions relating to any acts, failures to act, errors, omissions of Owner or Owner's consultants, contractors, subcontractors, suppliers and agents. Owner shall not be released from its responsibilities to release, defend and indemnify to the extent provided in this Agreement because of any inspection, review or approval by City.

II. CITY'S OBLIGATIONS

- A. The City shall consider the Project/plat under the process outlined in the Zoning and Subdivision Ordinance for the City of Owatonna. The City shall allow the Owner to proceed and complete the platting process including plat recording for the Property prior to completion of the infrastructure.
- B. Building permits will be allowed to be issued prior to the public improvements being constructed.
- C. No Certificate of Occupancies will be issued until all public improvements have been deemed substantially complete by the City Council of the City of Owatonna.
- D. The City will not require any transportation or environmental studies for Marthaler Addition at this time. Please note that this project may be considered as a connected action to any future improvements in this area for a period of 3 years from the date of this agreement.

III. GENERAL PROVISIONS

- A. Waiver and Amendment. This Agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, beyond those specified in this agreement.
- C. Successors and Assigns. This Agreement shall be binding upon the parties, their heirs, successors and/or assigns.
- D. Ordinances. Except as otherwise expressly provided herein, the Owner and the City acknowledge that they will remain subject to all applicable City ordinances, policies, and other governmental regulations.
- E. Enforcements
 - 1. In the event of either party's default which is not cured within thirty (30) days after written notice thereof, that party shall be deemed to be in default, provided however if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days, it shall be sufficient

if the party has initiated and is diligently pursuing such cure and completes the cure within a reasonable time as determined by The City Engineer. If the defaulting party fails to cure the default, the City shall send notice describing with specificity the nature of the default asserted, to the defaulting party and the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default either to restrain any violation or recover damages, or both. In addition, and without limitation, the parties shall have the following specific rights and remedies.

- a. With respect to matters that are capable of being corrected by the non-defaulting party, a non-defaulting party may, at its option enter upon the Property for the purpose of correcting the default and the non-defaulting party's reasonable costs in correcting same, plus interest as provided in Section C below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;
2. Reimbursement. Each party shall be responsible for their own Attorney's fees.
3. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party pursuant to Section B above at the rate of Prime Rate as established from time to time by U.S. Bank, Rochester, Minnesota, plus two percent per annum from the date of payment by the defaulting party until the date reimbursed in full with accrued interest.
4. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
5. Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.
- F. Severability. Invalidation of any of the provisions in the Agreement by judgment or court order shall in no way effect any of the other provisions, which other provision shall remain in full force and effect.
- G. Force Majeure. If either party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes, walk-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, contractor delays, or other similar causes beyond either parties

control, performance by such party will be extended for the period of time attributable to such causes.

- H. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- I. Notices. Any notice or election herein required or permitted to be given or serviced by any party hereto upon the other will be in writing and delivered in person, by facsimile, recognized overnight delivery service (i.e., Federal Express, UPS, etc.), or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Owner:

If to the City:

City of Owatonna
Attention: City Administrator
540 West Hills Circle
Owatonna, MN 55060

Any such communication, if mailed as provided herein, will be deemed to have been received on the expiration of four (4) business days after mailing. Any such communication, if sent by recognized overnight delivery service (i.e., Federal Express, UPS, etc.) will be deemed to have been received on the first business day after the communication is sent by such means. Any communication personally delivered will be deemed to have been given upon delivery thereof in the manner above provided on the date delivered. If the last day of a period within which either party is required or allowed to provide a notice, demand, offer, election, acceptance or other communication hereunder should fall upon a Saturday, Sunday or legal holiday then, the next full business day will be included in such period and such notice, offer, demand, request or communication may be made and given on such next full business day.

J. No Third Party Beneficiaries

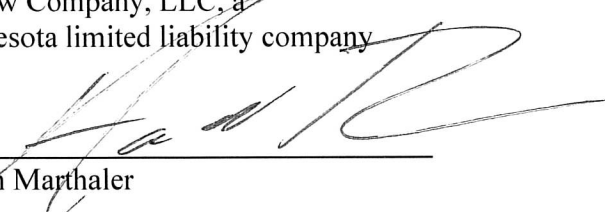
The terms and provisions of the Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not intended to confer third-party beneficiary rights upon any other person.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

CITY OF OWATONNA, a Minnesota
Municipal Corporation

Owner:
Yellow Company, LLC, a
Minnesota limited liability company

By _____
Its Mayor

By: 
Aaron Marthaler

Attest: _____
Its City Administrator

Its: _____
Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF STEELE)

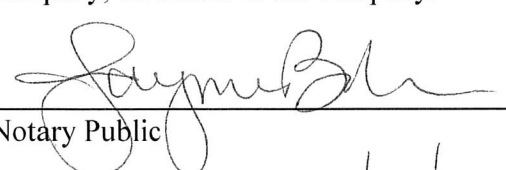
The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by _____ and _____, the Mayor
and City Clerk, respectively, of the City of Owatonna, a Minnesota municipal corporation, on
behalf of the corporation.

Notary Public

My commission expires _____.

STATE OF MINNESOTA)
) ss
COUNTY OF Pope)

The foregoing instrument was acknowledged before me this 22nd day of April, 2024,
by Aaron Marthaler, the Chief Manager, of Yellow Company, LLC, a Minnesota limited liability
company, on behalf of the company.


Notary Public
My commission expires 1/31/2026.

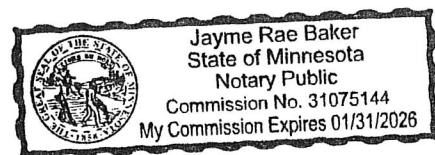


Exhibit A

Exhibit B

Lot 1, Block 1, Marthaler Addition, Steele County,
Minnesota

Exhibit C

Exhibit D