



CITY COUNCIL MEETING
Tuesday, June 18, 2024 at 7:00 PM
Chambers in the Charles S. Crandall Center
540 West Hills Circle
Roll Call: Council Members Boeke, Raney, Svenby,
Voss, Dotson, Burbank & Schultz

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Chambers, Charles S. Crandall Center at 540 West Hills Circle. Items of discussion will include an update of the Public's Land Trust and if time permits, there will be general updates on various City boards and commissions.

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

1.1. Council Agenda

1.2. Mayor Kuntz

1.2.1. Proclamation - 2024 Pollinator Week - June 17-23, 2024

1.2.2. Recommendation of Appointment - Airport Commission - David Purscell

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – June 4, 2024

2.2. Minutes - Board/Commission Meetings

2.2.1. Airport Commission Meeting - May 9, 2024

2.2.2. EDA Meeting - May 15, 2024

2.3. Department Reports

2.3.1. Building Inspections Monthly Report- May 2024

2.3.2. Police Department Monthly Report - May 2024

2.3.3. Weed/Nuisance Inspection Report - June 13, 2024

2.4. Licenses/Permits

2.4.1. Exempt Permit - Raffle - American Cancer Society, Inc. - November 8, 2024

2.4.2. Temporary Liquor Permits - Steele County Free Fair - August 11-18, 2024

2.4.3. Renew Annual Liquor Licenses

2.4.4. Renew Annual Charitable Gambling Licenses

2.5. Event Permits

2.5.1. July Downtown Thursday - Main Street Owatonna - July 11, 2024

2.5.2. Movie in Central Park - Owatonna Park & Rec - July 20, 2024 (Includes an Exception to the City's Noise Ordinance)

2.5.3. Movie in Brown Park - Owatonna Park & Rec - August 23, 2024 (Includes an Exception to the City's Noise Ordinance)

2.5.4. MSB OktoberFest - September 20 & 21, 2024

2.5.5. MnSnap Low Income Spay/Neuter Clinic - Steele County Humane Society, June 30, 2024

2.6. Miscellaneous

2.6.1. Tennis and Pickleball Center Independent Contractor Agreement - Matt Hokanson

2.6.2. Parks and Recreation Fees Manual Update

2.6.3. Annual Statement of Work and Fee Agreement - CivicRec

2.6.4. Contract for Services - Speaker at OHRC 2025 MLK Jr. Day Event - Seema Pothini

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions:

3.2.1. Resolution 57-24 VAR-19 Fence Height Variance - ISD #761

3.2.2. Resolution 58-24 CUP-16 Accessory Structure - ISD #761

3.2.3. Resolution 59-24 VAR-18 Side Yard Setback - 824 Vine ST E

3.2.4. Resolution 60-24 Final Plan - Cashman Addition No. 3

3.2.5. Resolution 61-24 Exchange Property - Alexander Lumber Company

3.2.6. Resolution 62-24 Support Senior Housing and Application for Tax Credits

3.2.7. Resolution 63-24 Authorizing Property Purchase and Other Assistance for Senior Housing

3.2.8. Resolution 64-24 Authorize General Obligation Bonds - 2024A

3.2.9. Resolution 65-24 Authorize General Obligation Tax Abatement Bonds - 2024B

3.2.10. Resolution 66-24 Settlement Agreement - Jaguar Communications

3.3. Miscellaneous

3.3.1. 3-Year Strategic Plan: 2025-2027

3.3.2. Change Order #12 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

3.3.3. Wastewater Treatment Digester Cleaning Agreement - FSO Management 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

Mayor Kuntz



Mayor's Proclamation

WHEREAS: Pollinator species such as birds and insects are essential partners for farmers and gardeners in producing much of our food supply; and

WHEREAS: Pollination plays a vital role in the health of our woodlands and grasslands which provide forage, fish and wildlife, timber, recreational opportunities and economic development opportunities for our community; and

WHEREAS: Pollinator species provide significant environmental benefits that are necessary for maintaining healthy bio-diverse ecosystems; and

WHEREAS: The City of Owatonna has established pollinator gardens and managed wildlife habitats, parks and public areas for the benefit of City residents, visitors and others to enjoy for many decades; and

WHEREAS: The City of Owatonna, on March 5, 2019 joined forty-four other Minnesota cities, by passing Resolution 16-19 to be a Pollinator Friendly City and pledging to increase flowering habitat, to limit pesticide use, including systemic pollinator lethal insecticides, and to encourage residents and property owners in the City of Owatonna to incorporate pollinator-friendly plants in city landscapes; and

WHEREAS: The State of Minnesota provides conservation assistance to the City of Owatonna to promote wise conservation stewardship, including the protection and maintenance of pollinators and their habitats on working lands and wild-lands.

NOW, THEREFORE, I, THOMAS KUNTZ, Mayor of the City of Owatonna, do hereby proclaim the week of June 17 to June 23, 2024 as

POLLINATOR WEEK in the CITY OF OWATONNA

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Owatonna to be affixed on the ____ day of _____, 2024.

Thomas A. Kuntz, Mayor





DATE: June 18, 2024
TO: Mayor and City Council
FROM: Mayor Thomas A. Kuntz
SUBJECT: Recommendation of Appointment - Airport Commission - David Purscell

Purpose:

Request City Council approval for the appointment of David Purscell to the Airport Commission.

Background:

The term of a previous Airport Commission member expired April 30, 2024 which staff thought would be filled by reappointment of the previous member, but, they declined and an opening exists. The application for new members was posted and interviews completed by Council Member Raney, Airport Manager Dave Beaver. and myself.

A background verification completed by the Owatonna Police Department showed no information to oppose this recommendation.

Budget Impact:

None.

Staff Recommendation:

Recommend appointment of David Purscell to the Airport Commission with term to expire April 30, 2027.

Attachments:

None

Owatonna City Council Minutes

June 4, 2024 – Draft Copy

On Tuesday, June 4, 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 Boeke, Raney, Svenby, Voss, Dotson, Burbank and Schultz; Mayor Kuntz; Public Works Director Murphy; Community Development Director Klecker; Park & Rec and Facilities Director Tuma, Human Resources Director Thamert; Fire Chief Hoffman; Police Chief Mundale; IT System Administrator Sticken; IT Technician Jaxon, Detective Hunt; 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 Dotson made a motion to approve the agenda as presented. Council Member Svenby seconded the motion, all members voted aye in approval.

Fire Chief Hoffman commented on the Fire Department's tradition to swear-in the new firefighters will be tonight for Paid-on-Call firefighters: Preston Burns, Jerimiah Hanson, Tony Hartle, Jeff Howard, Zach Karstens, Cade Oeltjenbruns, and Michael Orch. He thanked their employers for allowing them to respond to fire calls during their workday: Owatonna Public Utilities, Federated Insurance, and Mayo Paramedics. Thanks, were also expressed to their families as they are often called away when at home. Following a brief bio read for each firefighter, Mayor Kuntz administered their Oath of Office. Then, their chosen family/friend pinned their badge on their uniform. Council Member Schultz thanked the firefighters present for their service to the community; he wanted to thank all of the city's firefighters, but many have left the meeting in response to a fire call.

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 – May 21, 2024
- Minutes – OPU Commission Meeting - April 23, 2024
- Minutes – Planning Commission Meeting – May 28, 2024
- Weed/Nuisance Inspection Report – May 29, 2024
- Parks, Recreation and Facilities Update
- Exempt Permit - Raffle at Steele County Fair - Steele County Agricultural Society - August 13-18, 2024
- Amend Exempt Permit - Bingo - Steele County Humane Society - September 7, 2024
- Temporary Liquor Permit - Corn Hole Tournament - Eagles - June 8, 2024
- Temporary Liquor Permit - Owatonna Elks Lodge #1395 - July 13, 2024
- Temporary Liquor Permit - Owatonna Business Partnership - July 18 & 19, 2024

Event Permit – Movie in Jaycee Park - June 14, 2024

Event Permit - Big Brothers/Big Sisters Summer Picnic - June 25, 2024

Event Permit – Amend Permit - 2024 Pride in the Park -Small Town, Big Rainbows in
Dartts Park, July 13, 2024

Event Permit – GEM Days - July 18-20, 2024

Stormwater Facility Maintenance Easement Agreement - 300 Park Drive - Viracon, LLC

Stormwater Facility Maintenance Easement Agreement - 2250 Austin Road - Northland
Farm Systems

Pumps & Controls Maintenance: Annual Service Agreement - Electric Pump

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

Finance Report

Council Vice President Raney recapped payments made for amounts greater than \$20,000
during this period. The total amount of bills presented was \$ 868,992.05.

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

Second/Final Reading Proposed Ordinance 24-02: RZ-7, Rezone Cashman Add No. 3

Community Development Director Klecker presented Proposed Ordinance 24-02 for the
second/final reading. This ordinance will approve Application No. RZ-7 a request to rezone
the subject property from R-1 Single Family Residential to R-6 High Density Residential
District for property located at 285 22nd St NW. This is a single lot owned by the city. It is a
vacant larger corner lot which could be used for a multi-family development such as a
three- or four-unit project. The Planning Commission recommends approval; the Council
approved the first reading of this proposed ordinance during their last meeting on May 18th
and there have been no changes since. Council Member Raney made a motion for approval,
Council Member Burbank seconded the motion. With a Roll Call Vote, voting aye were
Council Members Boeke, Raney, Svenby, Voss, Dotson, Burbank and Schultz, no nay votes,
the motion carried. This will be known as Ordinance1661 effective upon publication.

Resolution 53-24: Set Public Hearing Date - 2023 Street & Utility Project Special Assessment Amendment

City Attorney Walbran requested approval of Resolutions 53-24 to set a public hearing on
July 2, 2024, for proposed reassessment of property located at 340 Riverview Place. During
the March 16, 2024, Council Meeting, assessments were approved for the 2023 Street Utility
Project. On March 26, 2024, the owners of the residence at 340 Riverview Place timely
appealed the assessment to their property for the sum of \$5,637.94. The assessment was
based on a frontage of 108.42 feet, which was the frontage measured at a 30-foot setback
based on a city policy for properties located in a cul-de-sac, the street frontage of the lot is
about 64 feet. Upon receipt of the owner's appeal, the assessment was reevaluated

considering factors unique to the lot, and recalculated the assessment based on the average frontage of the 5 lots of the cul-de-sac of 77.24 feet for a total assessment of \$4,016.48. The owners accepted the proposed reassessment; however, a public hearing is required for comments regarding this proposed reassessment. Council Member Svenby made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Resolution 54-24 Premises Permit to Conduct Lawful Gambling at Timber Lodge Steak House - Owatonna Youth Hockey

City Administrator Busse requested approval of Resolution 54-24 approving a Premises Permit for Owatonna Youth Hockey to conduct lawful gambling at the Timber Lodge Steak House at 4455 Frontage Road. City Code Section 120.07 allows an organization to hold up to five (5) premises permits at establishments which hold an On-Sale Liquor License within the City. This will be OYH's fourth site, they currently hold Premises Permits at: Sparetime Entertainment, Foremost Brewing Cooperative, and Wings Tavern & Grille. Council Member Raney made a motion for approval, Council Member Dotson seconded the motion, all members voted aye for approval.

Resolution 55-24 Authorization to Purchase Property - 401 Barney Street

Community Development Director Klecker commented that the property at 401 Barney Street is for sale. This property backs up to Brown Park and Staff feels the backyard could become part of Brown Park. City staff members have signed a purchase agreement for \$231,000 contingent on City Council approval. The house is a 1957 rambler with a walkout basement, 4 bedrooms and 2 bathrooms. There is no current plan for use of this property and could be rented to help recoup the purchase costs. Owning and renting the house allows the city options for park use and future access to Barney Street. The city would always have the option to sell the house and keep the backyard for the park. Council Member Raney made a motion for approval Council Member Voss seconded the motion, and all members voted aye in approval.

Resolution 56-24: VAR-17 and CUP-14 Accessory Building - 1420 Canterbury PL SE

Community Development Director Klecker requested approval of Resolution 56-24 to approve VAR-17 and CUP-14. A request was received from Jason Karsten to construct an accessory building on his property at 142 Canterbury Place SE. The Planning Commission held a public hearing on this request and recommended approval. Council Member Dotson made a motion to approve Resolution 56-24, Council Member Boeke seconded the motion, all members present voted aye for approval.

Professional Services Agreement for Staff Augmentation Amendment 2 - WHKS & Co

Public Works Director Murphy requested approval of Amendment #2 to the Professional Services Agreement for staff augmentation with WHKS & Co. WHKS has provided staff augmentation services to assist with engineering projects and training since November 15,

2022. Services include design oversight, design direction, establishing design schedules, assessing staff's design skills and needs, and State/Federal Aid Project compliance assistance. Staff and WHKS typically meet via Microsoft Teams for check-ins. Services will be billed hourly per the Agreement and will not exceed \$35,000 without additional authorization. The total contract amount to date, including amendments 1 and 2, is \$85,00. Council Boeke made a motion for approval, Council Member Svenby seconded the motion, all members voted aye in approval.

STAFF COMMENTS

Human Resource Director Thamert gave a brief staffing update: welcomed two new employees - Jackson Enz, Technology Specialist in the IT Department and Dakota DuChene, Community Service Officer in the Police Department. Tyler Poore was promoted to the Facilities Maintenance Worker position in the Parks, Recreation and Facilities Department. Current Job Postings include Police Officer and a new position for a Plant Foreman at the Wastewater Treatment Plant. Posting for the new Assistant City Administrator position will be posted within the next few weeks. She thanked Rachel Boss, HR Specialist, for attending the Police Explorer's Competition and recent career fairs to build relationships as we hope to recruit new employees. Approximately 150 seasonal employees have been hired, mostly in the Parks & Rec Department. Five large group orientation meetings were held followed by site specific orientations. Bailey Manderfeld will serve as an Intern in the HR Department this summer. She thanked City Administrator Busse for supporting this position, it will be nice to have extra capacity to work through our people system and documentation process. The Human Resource Department has taken the lead for the new Quarterly Manager/Supervisor Meetings which will encourage staff development across all departments. She then expressed congratulations to everyone graduating, several seasonal employees are graduating from high school and some full-time employees will be graduating from post-secondary programs.

Parks, Recreation and Facilities Director Tuma commented surveys were mailed yesterday regarding the Community Center Initiative. They are looking for feedback within the next two weeks and already today, 400 responses have been received. Anyone wishing to serve on the Task Force for this initiative must apply before June 17th. River Springs Water Park will open tomorrow for the season.

Community Development Director Klecker commented staff have been busy with the 2050 Comprehensive Plan and also assisting with redesigning the City's website. Beginning the 2025 Budget Preparation process which will determine how we operate next year. This year, the monthly Building and Inspection Reports will differ from last year, there will be more projects but similar valuations. Scooters Coffee hopes to begin construction next month.

Public Works Director Murphy commented that the 2024 Construction season has begun. The 2024 Street and Utility Project will begin on June 24th, weather dependent and the contractor's schedule. The Wastewater Treatment Plant Project continues to make good progress and is on schedule for March 2025 completion. He really enjoyed the swearing in

of the new firefighters, he knows several of them and Cade Oeltjenbruns coached the 8-U lacrosse team this year.

PUBLIC COMMENTS

Matt Sennott, 2519 Stony Creek Drive stated his comments are about the proposed East Side Corridor Project. He is happy the county and city are considering route alternates to 29th Avenue. 29th Avenue, shown as the preferred route, is right next to my neighborhood with 150 homes. This is unprecedented, the city has never built a road next to an established neighborhood. There have been several recent accidents within Owatonna, and we don't want accidents happening in our neighborhood.

Melissa Zimmerman, 2525 Mossy Creek Drive mentioned several vehicle-pedestrian accidents have occurred in Owatonna. She showed a picture of 2-year-old Anna who was hit while crossing Vine Street last week, an 80-year gentleman was hit crossing Bixby Road last fall, and a child was hit when walking from school last spring on North Street. She asked what would have to happen before traffic laws change. She shared a social media post saying 26th street is dangerous, and they don't feel safe. What can be done to address safety, the East Side corridor will add to our roads and impose an increased risk, we need to find ways to keep our roads safe. There is a Go-Fund Me Account established to help Anna's family and any donation will be appreciated.

Gary Jones, 995 Ridge Road commented he prepared a list of vegetation that deer do not like. He shared this list with city staff, a list of 85 plants which can be planted to deter deer. When he moved to his current home, he lost several plants which he has replaced with vegetation on this list. Many of these plants are herbs which give off a slight odor/smell that deer do not like.

COUNCIL & STAFF COMMENTS:

Council Member Voss congratulated the new firefighters who took their Oath of Office during the meeting, thanked Chief Hoffman for organizing the service and commented he hoped everyone was OK (most fire fighters left during the meeting for a fire call)

Mayor Kuntz commented he is needing to fill an opening on the Airport Commission and one on the EDA. He encouraged anyone interested to fill out an application form which is available on the City's website, he hopes to make new member recommendations soon to Council.

Council President Schultz thanked everyone for attending.

At 7:52 p.m., Council Member Beke made a motion to adjourn, Council Member Dotson seconded the motion, and the meeting ended.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
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Board Commisison

Airport Commission Meeting Minutes
May 9, 2024 – Owatonna Degner Regional Airport
“DRAFT”

1. Call to Order

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

2. Roll Call

Attending

Anthony Louris	Vice Chair
Tim McManimon	Commissioner
Paula Snitker	Commissioner
Daren Tarpenning	Commissioner
Dave Beaver	Airport Manager

Visitors

Melissa Underwood	SEH, Inc.
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3. Approval of Agenda

Commissioner Tarpenning made a motion to approve the agenda and Commissioner Snitker seconded the motion. The motion was approved.

4. Minutes

Commissioner Tarpenning made a motion to approve the minutes from the April 11, 2024, Airport Commission meeting and Commissioner Snitker seconded the motion. The motion was approved.

5. Action Items

Chair Reports

There were no Chair Reports.

Staff Reports

Airport Manager Beaver reported on airport activities and presented the combined aviation fuel volumes dispensed year to date. Combined aviation fuel volumes dispensed are up from the same period of time last year. There was a brief discussion on activity, flight training and business arrivals.

Mr. Beaver reported on airport operations including facility maintenance items, grounds, and navigational aids. There was a brief discussion regarding flight training and use of the Unicom traffic frequency at the airport by based Accelerated Aviation and Mankato State traffic.

2024 Air Race Classic (ARC) Event Update

Mr. Beaver provided an update on the upcoming Air Race Classic (ARC) event scheduled for June 18th-21st. Mr. Beaver explained that the promotional advertisements and race program submittals have been completed. The Owatonna Area Chamber of Commerce is also working on promotion and discounts for participants. Mr. Beaver presented a list of volunteers for the event with time slots for volunteers to sign up for in areas such as hospitality, transportation, and ground control. There was a brief discussion regarding the event.

Security Fence Project Update

Airport Manager Beaver gave an update on the security fence project and reported that the contractor has completed the installation of the majority of the fencing and gates. The contractor will be working on a few remaining personnel gates and gate operators. Other remaining items include installing the electrical and access control. Mr. Beaver explained that an update to users including instructions on use should be coming out soon.

Airport Commission Meeting Time

For other items, there was a discussion regarding the Airport Commission meeting time. After discussion, Commissioner McManimon made a motion to change the Airport Commission meeting time to 8:00AM on the second Thursday of each month to be regularly held at the Charles S. Crandall Center and alternatively at the airport conference room as needed and the motion was seconded by Commissioner Tarpenning. The motion was approved.

6. Adjournment

The Airport Commission meeting was adjourned at 5:55 PM with a motion made by Commissioner Snitker and seconded by Commissioner Tarpenning.

**EDA
Minutes
May 15, 2024**

The Owatonna Economic Development Authority met in regular session at 4:00 PM in the Charles S. Crandall Center – Meeting Room at City Hall Building with President Raney presiding. Commissioners present: Dan Boeke, Andrew Cowell, Pat McDermott, Corey Mensink, Kevin Raney, and Doug Voss. Commissioners absent: Brenda DeVinny. Also present were Troy Klecker, Brad Meier, Lisa Cochran, and Kristen Kopp.

Approval of Minutes. Commissioner Boeke moved approval of the minutes of the April 10, 2024 meeting with second by Commissioner Cowell. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for April. He said they've made first half payments to the Chamber and OABDC, as well as the half year of rent for the Stendel Parking Lot Lease. We'll circle back with him toward the end of the year to see if he will sell it.

Loan Report. Troy Klecker presented the loan report for April. He said that Selective Looks is showing as non-current. What happened is she discontinued the automatic withdrawals in December. She came in March and paid, but then was late again. She made a payment today or yesterday to get herself current, so we're good. She will be getting back on the automatic payments.

OACCT / OPED Report. OACCT Director Brad Meier presented the OACCT Report for April. He invited the members to come to signing day on May 29. It will be starting at 4:30 pm at Torey's. They will recognize students going into the workforce. So far there are 12-15 students. Boeke said it's an impressive event and done well. Meier said the work experience grant is a nice thing to be able to offer to students and businesses. It will probably end up being 16 kids up to \$15 / hour up to 160 hours. It ranges from mechanic to manufacturing to accountant to physical therapy. The SteeleCoWorks Coordinator has taken a position at the high school. They are in the process of reconfiguring the position so it's not repetitive with what the high school offers. OPED has been active with the Real Estate Journal. The next event we'll be at is retail and restaurants, which will be good. Sean Williams coordinated a non-traditional financing event, which was well attended. The Growth Breakfast is tomorrow morning. We have leaders from Mayo, Allina, and OMC speaking. The Ted G Ringhofer scholarship was presented to Ethan Armstrong. Raney asked how OPED works toward filling small businesses in the downtown district. We've lost some, such as boutiques. Are we actively pursuing small businesses to fill them? Meier said there is interest in space downtown, which is great. We have lost boutiques. Small retail is very difficult right now. It's not just retail, but we've had meetings with the hotel. Everyone is feeling a little bit of a slowdown. Downtown ends up being its own incubator because the spaces are smaller, and maybe better price points, so there is some turnover in those spots. Cochran said in the classes Sean Williams is doing, he's had people who've had feasible business ideas who are actively looking for a space. She said she's also talking to people, and we have some things coming that are exciting. Klecker said that's the nature of a downtown. Meier

said Curly Girlz is closing, so Sean and himself went and talked to her. He said a few people are interested in it as there is a kitchen. We're pushing out this new opportunity. There was some discussion about downtown businesses.

OABDC Report. Community Development Director Troy Klecker said that the number of hours for consulting is way up. Part of that is we have a full-time person doing it now. Williams is doing a really good job with services and classes. He has a whole business plan of programs. Cochran said Williams has been very instrumental helping Glenda Smith with tourism doing a workshop. People will walk out with a marketing plan if they don't already have one. She gave an update on forgivable loans. Cowell said that it feels like this is the first time we've had a business development center where we can refer people. The workshop on lending was well attended and very refreshing. Klecker said it was a very good move to go to a full-time director. Mensink asked if we had an idea of how many LLCs are operated out of homes. He said he thinks there are a lot more than we realize and wondered if we can market to them, too. Maybe a cohort of those folks would like to relocate outside of the home because isolation is a real thing. Klecker said even the boutiques could maybe go together to get one shared space. Mensink said commercial kitchen space is usually in high demand.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for April. Cemstone's agreement with the City goes until May 2025. They have to be moved out. Their plan is to build the second building, but they are finding that the site is not as big as they'd like it to be. They have inquired about leasing the land on the east side of Riverside from us for a few years to put their material sales on that side. They would vacate everything else so we can move toward redevelopment. It doesn't sound like it would be long term at this point, and we can collect some money in the short term. The big structure would come down. They would still use the office building. We have shown 117 West Bridge a couple of times and one party is still interested. At the last meeting, the EDA approved moving forward with purchasing 151 Bridge Street West. There are still some reservations from Council Members on that. Klecker said he had a lengthy conversation with Darrin Stadheim and Scott Mohs. He expressed the desire to work together on a project rather than them just selling the property to us. There is a willingness to work with us. Rather than just sell it to sell it, he convinced them to hang onto it for now and work toward a bigger project so it's not just the City working on it. For the greater good of everything we want to do down there, it is better to work together. One thought might be that it's not just that one corner building, but maybe a redevelopment project that would take a few more buildings, including our 148 West Main Street. We probably need to do something to 148 Main Street West. A wall is failing and the roof is leaking. Boeke asked if we can still use our funding options if we collaborate with private owners. Klecker said we can assist with funding. There are a number of key pieces that are in place and we have a willing owner. Raney asked about the old Hardees/Budget Mart site. He said that's been out there for years and years and years. Klecker said we typically don't market for other people. We know what's available and it's listed on the website. We don't get a ton of people looking to go on the south end. Raney asked if Redline Development group cares if something is on there. Klecker said there isn't a ton of pressure. We're generating enough TIF, so we're not going to be out anything. It's a vacant lot just like any other vacant lot. There are a few more tenants in 202 West Bridge Street. The Ascend project is moving along. Scooter's Coffee is ready for their permit and could start at any point in time. It's a different franchise owner than the one who went through the process of getting

zoning approvals. Foamcraft is moving along well. We will be demoing 139 East Pearl Street this summer.

Old Business:

Downtown Second Floor Commercial Space Contest. Lisa said the application is a Google Doc. She took what she and Troy talked about with the goal and criteria. It was pretty easy to fill out. Boeke asked the bankers what they think about the economy. Cowell said savings rates are at all time lows and credit cards are at all time highs. It's 20% real inflation. Agriculture is fine—they had three of the best years they've had. You're not going to see a lot of projects built. Mensink said they thought they had inflation under control, but they didn't. Inflation is real, especially in housing. There are also developers that have things coming due that worked really well five years ago. There is a lot of uncertainty. There is a real surge in entrepreneurs. Klecker said if we're going to move forward on it, it would be good to have the program approved at the next meeting.

Approve Repayment Agreement for 224 Cedar Avenue North. Klecker said he's had numerous conversations with Oscar Mazariago. He wants to turn the property back over and he's agreeable to paying what he owes. We talked about a repayment agreement. There are \$8,500 in consulting fees as well as unpaid taxes from last year up to this year with penalties. We just found out there are also unpaid utility bills which need to be settled before it's transferred. It adds up to about \$20,000. We want to see some sort of interest on it. We came to the conclusion of a five-year pay back at 3% interest. Oscar was agreeable. Klecker said he's working with City Attorney Mark Walbran. The hope was to get something signed to present to you. He met with the Mazariagos yesterday and his wife wasn't ready to sign it. The attorney hasn't been able to look at it yet. He got a text during this meeting that the attorney will look at it Friday. Oscar said he still intends to pay it back. Mark Walbran said we could go ahead and approve it conditionally based on those terms. If the attorney should change the terms, he would have to bring it back next month. Mensink asked where the 3% came from. Klecker said it's a number we agreed upon based on some of our loans and TIF agreements. At the time he signed this, interest rates were more at the 3% rate. Raney asked if he's paying 100% of the utilities. Klecker said yes, up to the day of transfer, as well as property taxes. Mensink asked, in retrospect, would we ever put a penalty in the contract. Klecker said he would prefer not to do that. When we go into these deals, we're trying to incent someone to do something. It might scare someone off. Raney asked if there is an additional fine if he pays late. Klecker said if we treat it like an EDA loan, we're pretty forgiving. With the loans, someone is doing something we want to see happen. Mensink said this was a brand new concept and comes with risk. Klecker said he wants the EDA to be business friendly. Raney said it's a marketable building. Mensink said it could be interesting. A motion was made by Mensink and seconded by Boeke to approve the repayment agreement for 224 Cedar Avenue North for \$8,500 and any unpaid taxes and utilities at the time of transfer. All Commissioners voting Aye, the motion passed.

New Business:

Swap Lots with Alexander Lumber. Klecker said he's been talking to Josh at Alexander Lumber about their lots next to what we bought (on Rose Street) and also on North Elm by O-

Town Auctions. That's not ideal for them because they have to haul stuff back and forth. Having things more consolidated would be better. Meillier would be interested in swapping for two of our lots on East Fremont Street as he is interested in expanding their storage area. He would bring most of what is stored on North Elm down there. It would be a fenced in storage area. For those two smaller lots, we talked about trading for the parking lot on Rose Street next to our vacant lot, kind of across from the Eagles. It benefits them as well, and he would probably put the Elm lot for sale. Although we are not getting a building that brings in tax base. We started buying those because those houses were in horrible shape. This is a good way to get a business to be more efficient and expand a little bit. We still have three lots on Fremont and allows someone to do something more productive on North Elm. Raney said about a year ago the County came with a project that we didn't like the aesthetic of. Are we not as concerned about the north end of the downtown? Klecker said when you get north of Rose Street it is a little more industrial. Alexander Lumber is a retail business. Yes it's a storage yard, but for the product they sell, they need a storage area. The B-3 District doesn't have design standards in the Zoning Ordinance. If we're holding out for a historic building, we'll be waiting our lifetime. We want to help them to be successful. The lot right behind our historic courthouse is much different than what's on Fremont. Raney said he'd encourage Klecker to encourage Josh to make it aesthetically pleasing. Klecker said they've had many conversations about that. What he needs is a little more efficiency in operations and to keep some of his product dry. Mensink said it sounds like we have a lot to gain. Klecker said he'd rather have the Rose Street property—it is the more visible street and he'd want to protect the look of a future project there. A motion was made by Mensink and seconded by Cowell to approve the lot swap with Alexander Lumber. All Commissioners voting Aye, the motion passed.

Exterior Forgivable Loan – 141 Bridge Street West. Cochran said that this is Heintz Insurance. He's doing tuckpointing, which is automatically approved from a design standpoint. A motion was made by Mensink and seconded by Cowell to approve a \$10,000 loan for exterior improvements for 141 Bridge Street West. All Commissioners voting Aye, the motion passed.

Exterior Forgivable Loan – 120 Oak Avenue South. This is the OACCT. Cochran said she's seen the plans and she approves of them. Klecker said he'd rather see the loan go toward the façade as that goes more with the guidelines of the program. Meier said that's no problem. Cochran said they will have to approve the siding that is going up. Meier said the plan is to install a wood product over the other doorway at the conference space so they tie together. In between would be a dark brown so that it doesn't look like house siding. Right now the wood siding is rotten. We were going to paint it, but it wouldn't last more than two years. They will freshen it up with new paint on the brick. Klecker said signage has been included in some of these exterior projects if you're creating a sign template for where a sign would go. Cochran said that hardy siding is approved in her guidelines. Klecker said if the signage is a portion of a larger project it has been approved. Cochran said signage is listed as something that is covered. Klecker said part of it is more historically accurate signage. Cochran said that their building is not historic. They don't want to use the vinyl or aluminum siding. There is no sign they can make or design that is going to be historic. We have to make sure aesthetically it is on par with the Graif building. A motion was made by McDermott and seconded by Boeke to approved a \$10,000 loan for exterior improvements for 120 Oak Avenue South. All Commissioners voting Aye, the motion passed.

Exterior Forgivable Loan – 315 Cedar Avenue North. This is the dress shop. She is ready to do an exterior façade with windows, signage, windows, and door. The project will far exceed the \$10,000 without the signage. A motion was made by Cowell and seconded by McDermott to approve a \$10,000 loan for exterior improvements for 315 Cedar Avenue North. All Commissioners voting Aye, the motion passed.

Schedule Next Meeting. The next EDA meeting is scheduled for **June 19, 2024** at 4:00 p.m. in Charles S. Crandall Center – Meeting Room at City Hall. This is Juneteenth and a holiday. The Commissioners moved the meeting up to **Wednesday, June 12, 2024**. Raney said he would not be able to attend.

Adjournment. There being no further business, a motion was made by Commissioner Voss and seconded by Commissioner Boeke to adjourn the meeting at 5:26 pm. All Commissioners voting Aye, the motion passed.



CITY OF
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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	3	940,000	38	235,738	125	46,373,553.00			586	5,141,328.01				752	52,690,619.00		
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 May, 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.)	37	132,400.00		38	235,738.00	
COMMERCIAL AND INDUSTRIAL PERMITS	94	36,206,219.51		125	46,373,553.00	
RESIDENTIAL ADD. & ALT.	463	11,204,959.76		586	5,141,328.01	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	0	0	0	0	0	0
DEMOLITION PERMITS	1	0		0	0	
TOTAL PERMITS ISSUED	599	49,512,165	0	752	52,690,619	0



Owatonna Police Department

May 2024 Crime Statistics

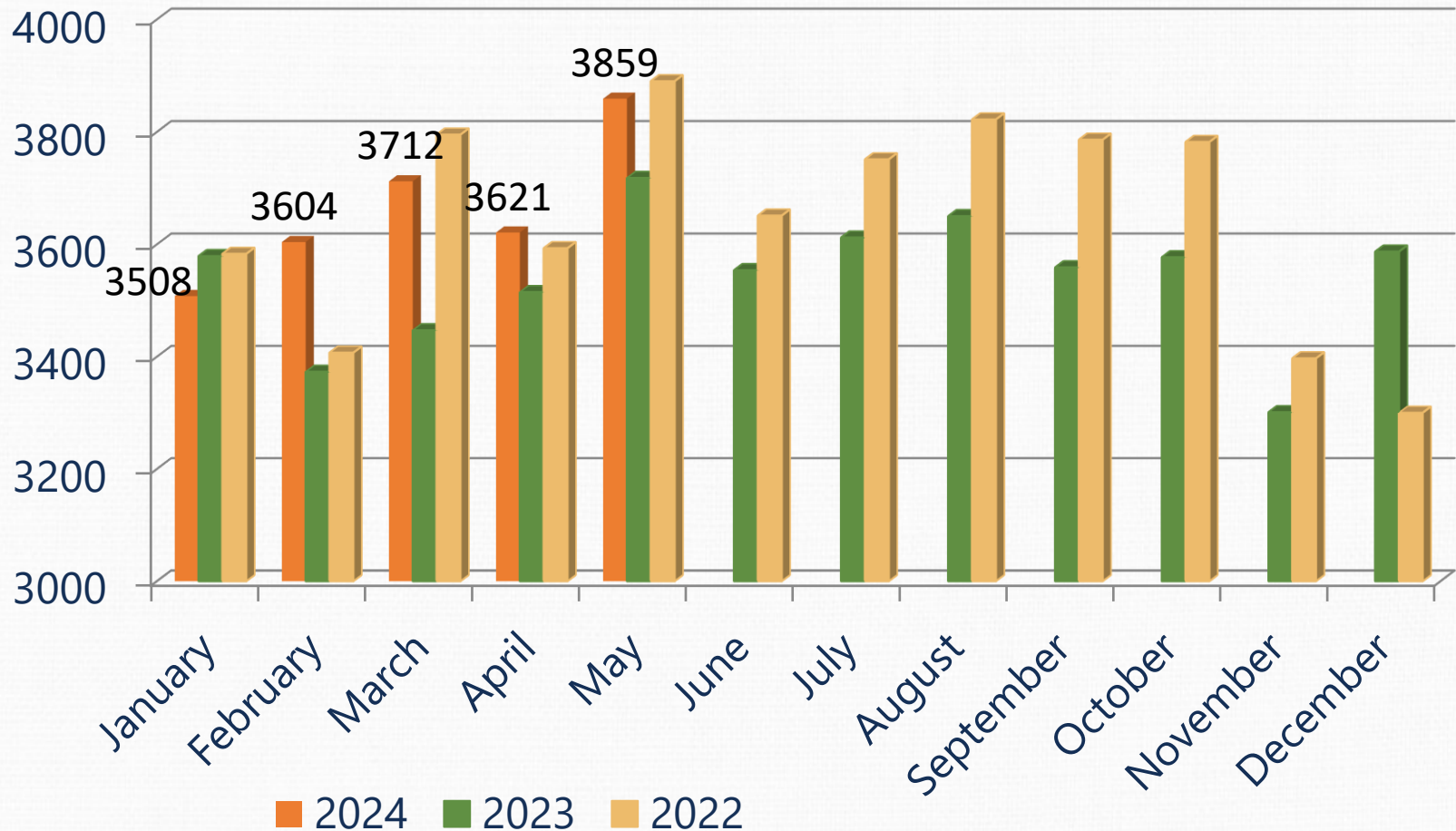


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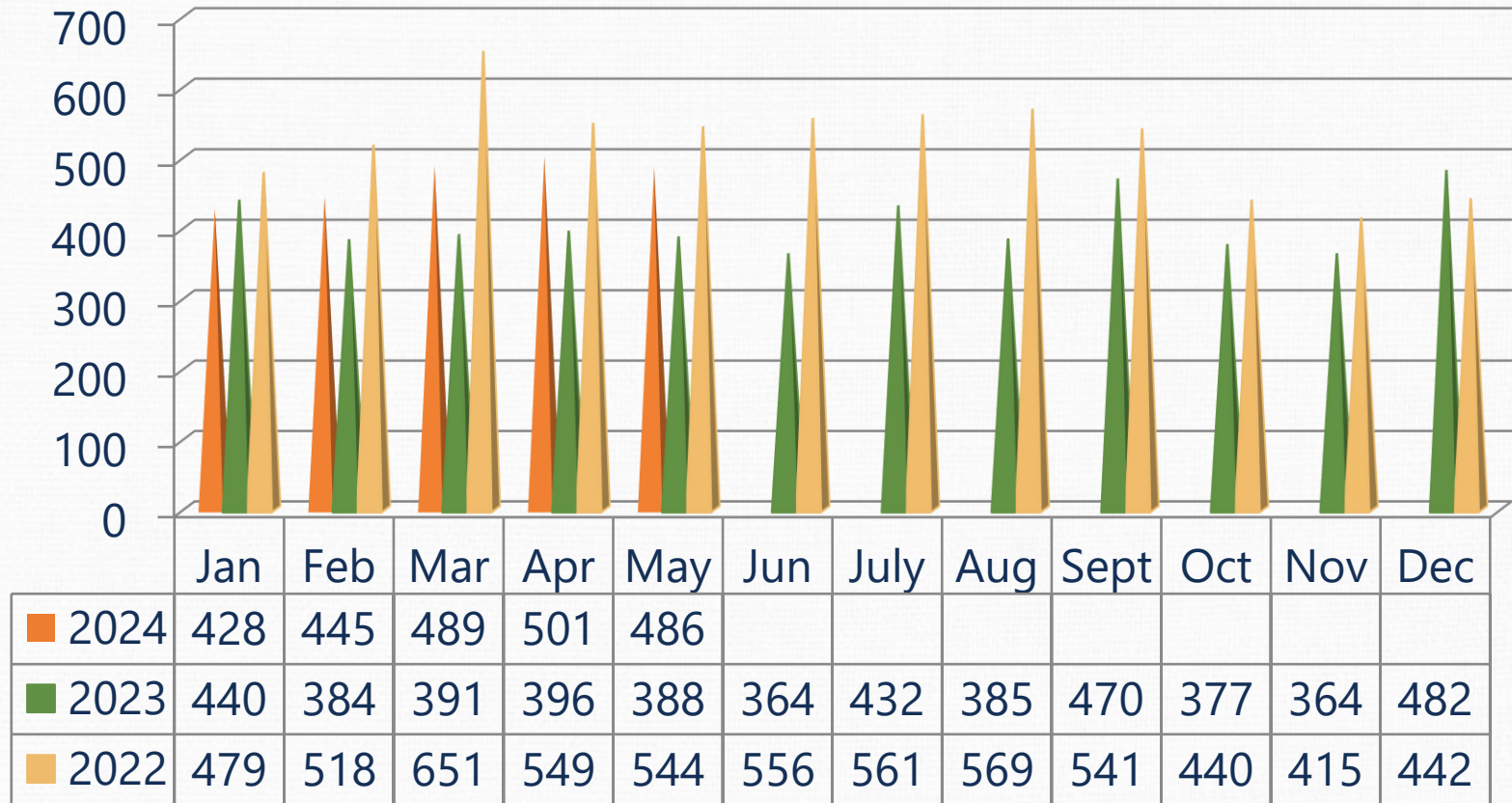


**The following statistics are based on calls for service reports compiled monthly.
Official crime data can be found in our [annual reports](#).**

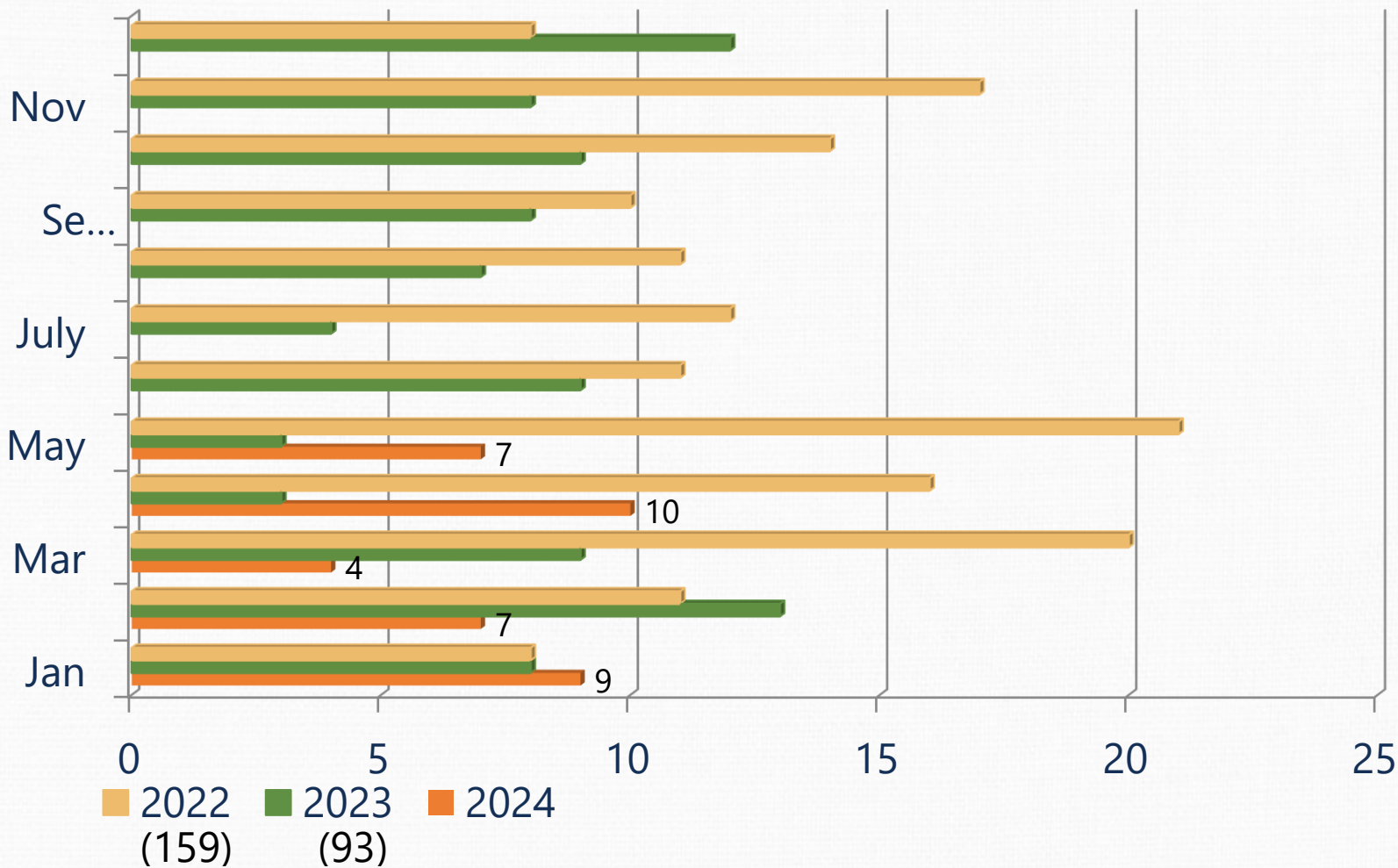
Total Calls for Service



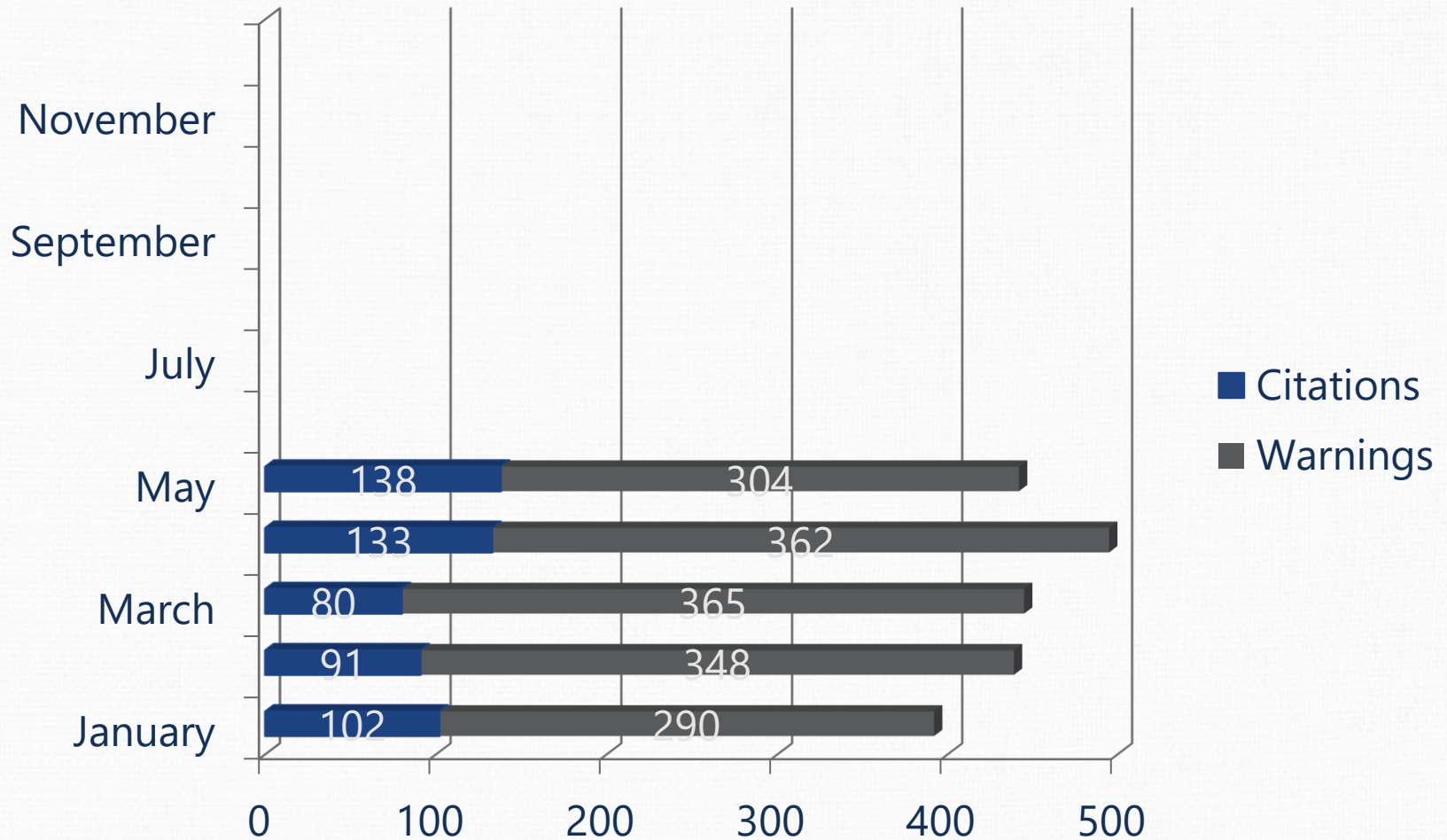
Traffic Stops



DWI



Citations and Warnings



Group A Crimes

Murder and Non-Negligent Manslaughter	0	Burglary/Breaking & Entering	9	Wire Fraud	1
Kidnapping/Abduction	0	Shoplifting	34	Identity Theft	8
Rape	6	Theft From Building	7	Embezzlement	1
Sexual Assault with an object	0	Theft From Motor Vehicle	7	Stolen Property Offenses	1
Fondling	14	Theft of Motor Vehicle Parts or Accessories	3	Destruction/Damage/Vandalism of Property	21
Robbery	2	All Other Larceny	11	Drug/Narcotic Violations	15
Aggravated Assault	10	Motor Vehicle Theft	6	Drug Equipment Violations	1
Simple Assault	42	Counterfeiting/Forgery	11	Pornography/Obscene Material	1
Intimidation (Assault)	8	False Pretenses/Swindle/Confidence Game	11	Weapon Law Violations	3
Arson	1	Credit Card/Automated Teller Machine Fraud	8	Human Trafficking, Commercial Sex Acts	0
Extortion/Blackmail	1	Impersonation	1	Animal Cruelty	0

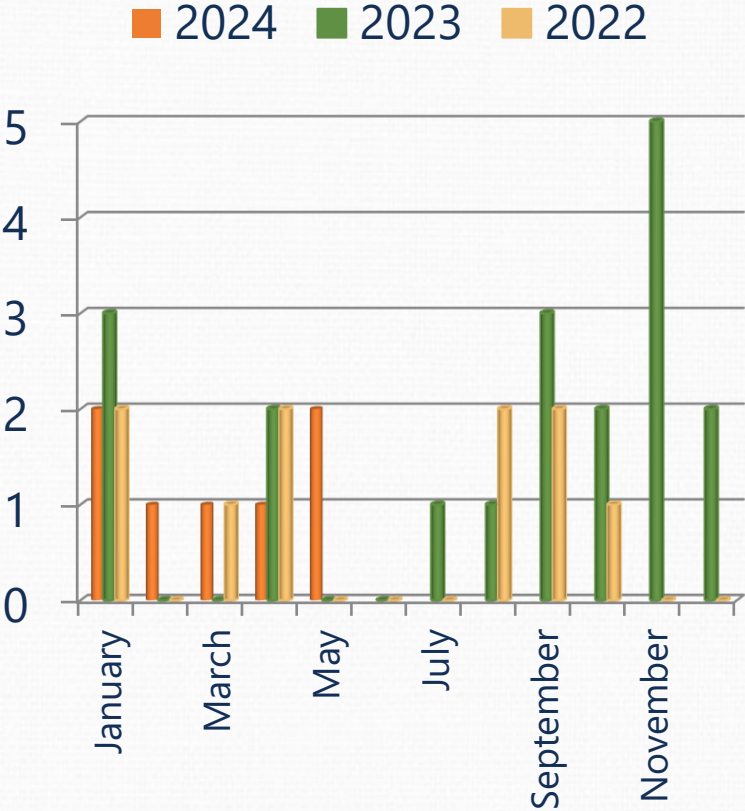
TOTAL 244

Group B Crimes

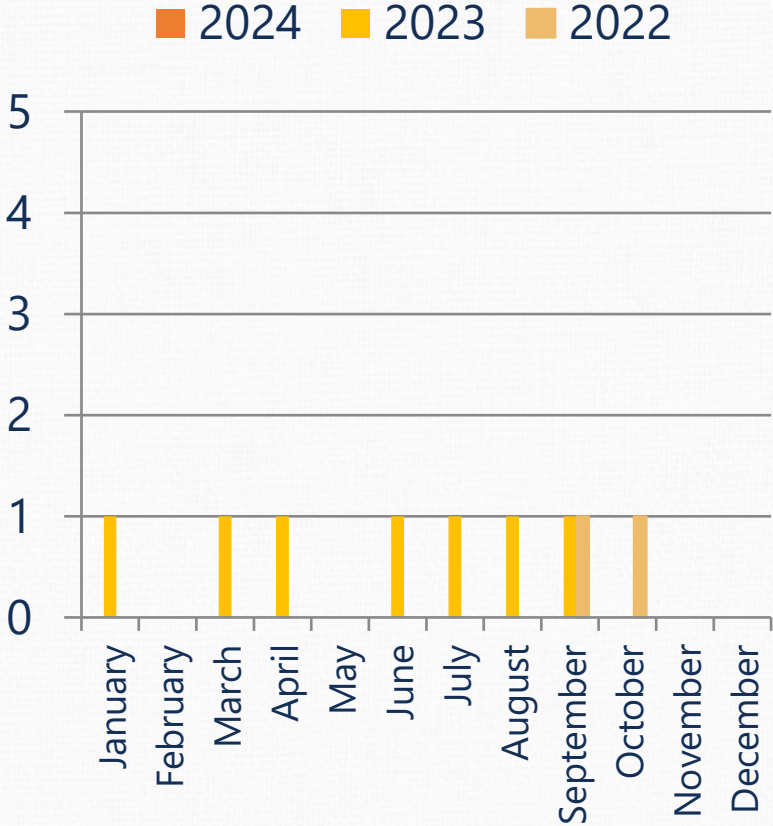
Curfew/Loitering/Vagrancy Violations	3
Disorderly Conduct	15
Driving Under the Influence	51
Family Offenses, Nonviolent	2
Liquor Law Violations	10
Trespass of Real Property	3
All Other Offenses	56
Total 140	

Disorderly and Nuisance Violations

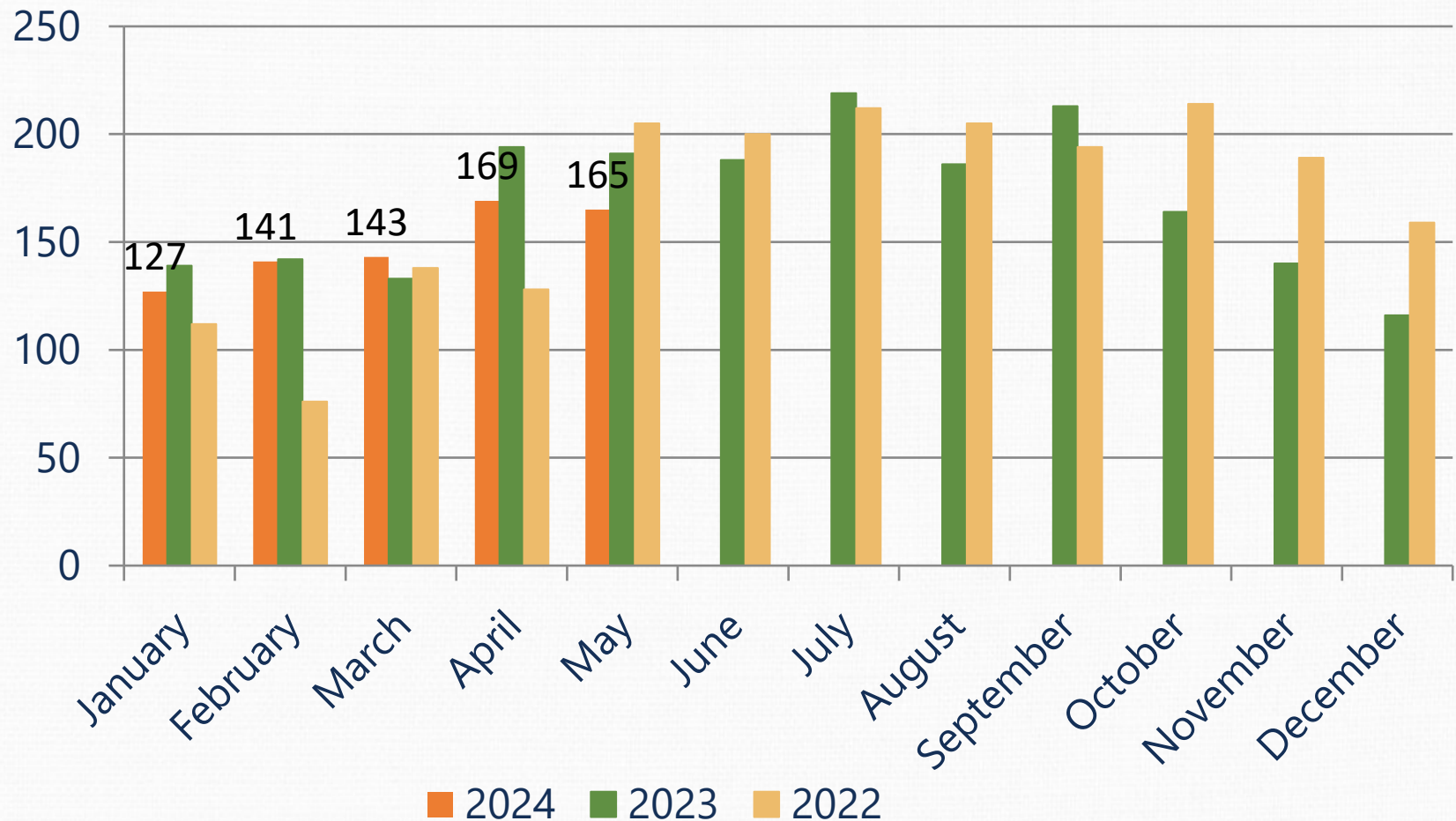
Disorderly Violations



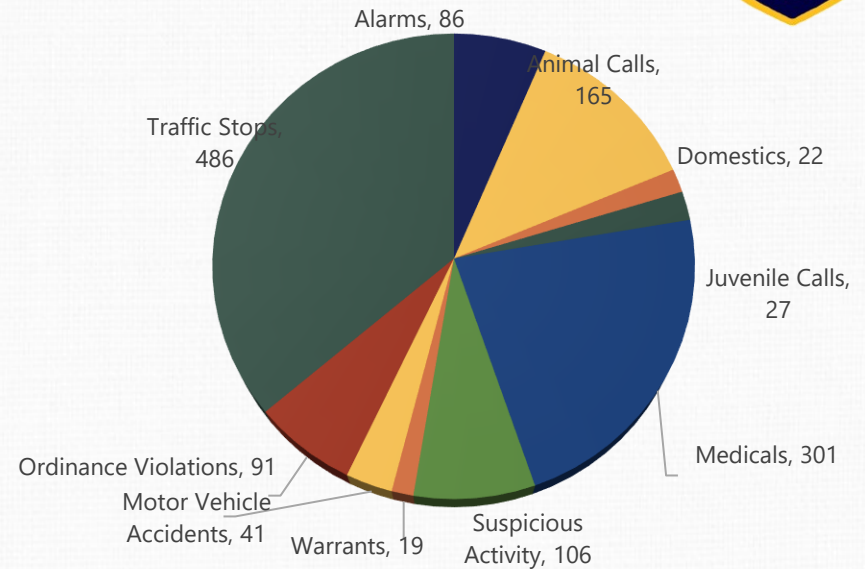
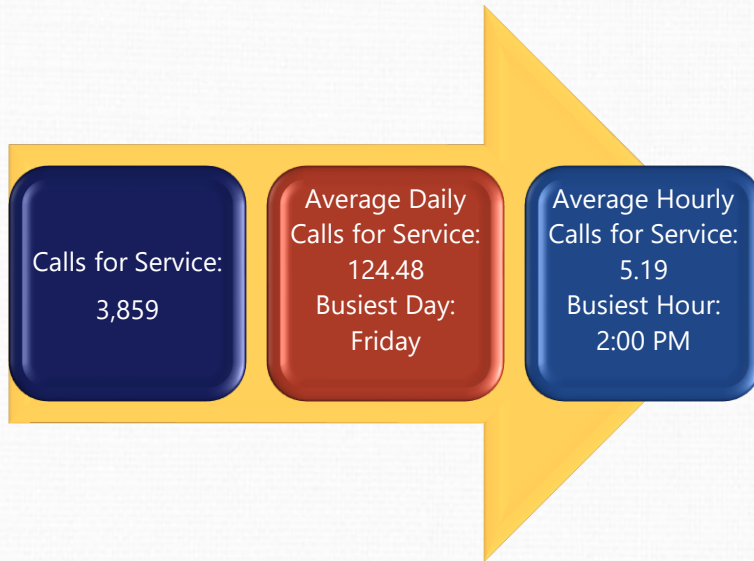
Nuisance Violations



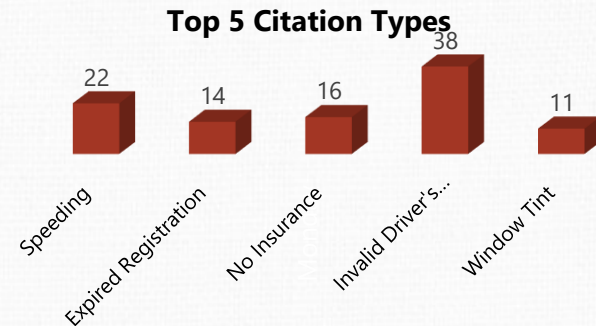
Animal Control Calls



Owatonna Police Department Crime Clock May 2024



The Owatonna Police Department issued a total of 138 citations and 304 warnings in May.



The above statistics are based on calls for service reports compiled monthly. Official crime data can be found in our [annual reports](#).

Weed/Nuisance Complaint Inspections					OWATONNA FIRE DEPARTMENT		
May 30, 2024 to June 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	Vacant lot 17-022-4102 with long grass and weeds.	6/3/2024	6/11/2024	6/25/2024			0.5
4 Avenue Southeast	Vacant lot 17-504-0103 with long grass and weeds.	6/3/2024			6/7/2024	Has been cut as of June 7, 2024	1
Country Creek Lane Northeast	Vacant lots 17-578-0311 to 0319 with long grass and weeds on hillside.	5/29/2024	6/6/2024	6/20/2024		The vacant lots had one round of cutting as of June 10, 2024. See attached picture 8503	0.5
Evergreen Place Northeast	2 vacant lots with long grass and weeds. 17-579-0115 and 0117.	5/22/2024	5/31/2024	6/21/2024			0.5
Greenleaf Place Southeast	Has been mowed as of June 7, 2024. RJS	6/7/2024			6/7/2024	Has been cut.	0.5
Greenleaf Road Southeast	The balance of the remaining vacant lots has been mowed as of June 7, 2024. RJS	6/7/2024			6/7/2024	Has been cut.	0.5
Hartle Avenue	Vacant lot 17-022-4103 with long grass and weeds.	6/3/2024	6/11/2024	6/25/2024			0.5
Lemond Road	Vacant lots with long grass and weeds. 17-566-0101 & 0102	5/31/2024			6/10/2024	Has been cut.	1
Mineral Springs Parkway Northeast	Vacant lot 17-498-0207 with long grass and weeds.	5/28/2024	5/31/2024	6/14/2024	6/3/2024	The vacant lot has been mowed as of June 3, 2024. RJS	1
Mineral Springs Parkway Northeast	Vacant lot 17-002-3105 with long grass and weeds	5/30/2024	6/11/2024	6/24/2024			0.5
Mossy Creek Drive Northeast	Vacant lot with long grass and weeds.	5/23/2024		6/14/2024	5/31/2024	The vacant lot 17-573-0217 has been mowed as of May 31, 2024. RJS	1
Riverwood Drive Southwest	Vacant lots 17-566-0211 to 0214 with long grass and weeds.	5/31/2024	6/11/2024	6/25/2024			0.5
Riverwood Drive Southwest	Vacant lots with long grass and weeds. 17-566-0202 to 0205	5/31/2024	6/11/2024	6/25/2024			0.5
Stony Creek Drive Northeast	Vacant lot with long grass and weeds.	5/23/2024	5/31/2024	6/14/2024	6/7/2024	The vacant lot has been mowed as of June 7, 2024. RJS	1
Wildflower Drive Northeast	Vacant lots 17-498-0213 and 17-498-0212 with long grass and weeds.	5/28/2024			6/3/2024	Has been cut.	1
104 18 Street Southwest	Started to mow the outside of the fence area as of 6/4/24. RJS	6/4/2024			6/5/2024	Has been cut.	1
104 University Street East	The complaint grass was cut inside the fence. The tall grass within the actual fence remains in place as of 5/20/24. RJS Reinspection pictures of the complaint location as of 6/11/24. RJS Picture 8509 and 8510 as of 6/11/24. RJS	5/20/2024	5/31/2024	6/11/2024			0.5
112 14 Street Northeast	Complaint: Owner has garage sales Thurs-Sat every week. They've had over 20 this year.	6/13/2024					0.5
1120 Cedar Avenue South	Complaint: Long grass.	6/11/2024			6/11/2024	No violation found at the time of the inspection. Had been cut.	0.5
139 15 Street Northeast	Reinspection picture 8465 taken on 5/31/24. RJS	5/31/2024			6/3/2024	The complaint location has been mowed as of June 3, 2024. RJS	1
1420 Cedar Avenue North	Complaint: Piles of wood all over the yard; plywood piled by back door; backyard is messy.	6/13/2024					0.5
1585 Wood Duck Lane Northeast	Vacant lot 17-578-0213 with long grass and weeds.	5/29/2024	6/6/2024	6/20/2024	6/10/2024	The vacant lot has been mowed as of June 10, 2024. RJS	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
May 30, 2024 to June 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1715 Wood Duck Lane Northeast	Vacant lot 17-578-0218 with long grass and weeds.	5/29/2024	6/6/2024	6/20/2024	6/10/2024	The vacant lot has been mowed as of June 10, 2024. RJS	1
1745 7 Avenue Northeast	Long grass and weeds in all yards.	5/30/2024			5/31/2024	Has been cut on May 31, 2024.	1
1860 Bigelow Avenue	The front of the house and south side were mowed as of May 31, 2024. The backyard and north side of house are not mowed as of May 31, 2024. RJS	5/31/2024			6/3/2024	Balance of the yards (back and north side of house) has been mowed as of June 3, 2024. RJS	1
1915 Bigelow Avenue Northeast	Has not been cut. Contacted mower. 9609 Reinspection picture 8513 as of June 12, 2024. RJS	6/12/2024		6/3/2024		Contacted mower.	0.5
1925 Bigelow Avenue Northeast	Long grass and weeds in all yards.	5/29/2024			6/3/2024	Has been mowed.	1
205 Oak Avenue North	Complaint: Tall grass/weeds in landscape. Need to check around the whole building for tall weeds and grass as of 6/12/24. RJS Pictures around the complaint area as of June 12, 2024. RJS 8515, 8516, 8517	6/11/2024			6/12/2024	No violation at time of inspections.	0.5
221 Beech Avenue	Long grass and weeds in all yards.	5/31/2024			6/3/2024	Has been mowed June 3, 2024.	1
222 School Street West	Misc items in the front porch, front yard & near garage.	6/4/2024	6/12/2024	6/22/2024			0.5
2315 Cedar Avenue North	Complaint: Alongside of garage thistles are 2' tall. Back yard has a 3' diameter patch of thistles that are at least 30" tall. Uploaded complainant's picture.	6/5/2024	6/12/2024	6/22/2024			0.5
233 Fremont Street East	The complaint location with long grass and weeds in all yards has been mowed as of June 10, 2024. RJS	6/10/2024	5/28/2024		6/10/2024		0.5
234 Fremont Street East	The complaint location has been mowed as of May 31, 2024. RJS	5/31/2024			5/31/2024		0.5
246 School Street East	Complaint: Tall grass. Need to take a complaint picture as of June 13, 2024 RJS	6/10/2024				Need to send letter.	0.5
2610 Hemlock Avenue Northeast	Front yard has been mowed, back of complaint house has not been mowed as of May 28, 2024. RJS	5/28/2024	5/21/2024	5/31/2024	5/29/2024	The complaint location has been mowed as of May 29, 2024. RJS	1
262 Woodland Drive	The complaint location has been mowed as of June 3, 2024. RJS	6/3/2024			6/3/2024		0.5
2990 St Paul Road Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/7/2024	The vacant lot has been mowed as of June 7, 2024. RJS	1
3050 3 Avenue Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/10/2024	The complaint vacant lot has been mowed as of 6/10/24. RJS	1
3079 Northridge Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/10/2024	The complaint vacant lot 17-574-0216 has been mowed as of June 10, 2024. RJS	1
320 16 Street Northeast	Complaint: Thistle growing around the boat on east side of house. Uploaded complainant's photo.	5/31/2024	6/4/2024	6/14/2024	6/10/2024	The complaint location has been mowed as of 6/10/24. RJS	1

Weed/Nuisance Complaint Inspections					OWATONNA FIRE DEPARTMENT		
May 30, 2024 to June 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
320 Stoneridge Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/10/2024	The vacant lot has been mowed as of June 10, 2024. RJS	1
332 Rose Street East	Complaint: Tall grass and weeds in backyard.	6/5/2024				Per 9628, the owner has hired someone to go in and clean up the yard.	0.5
338 State Avenue	Reinspection pictures (8467, 8468) taken on May 31, 2024 - still has the long grass and weeds in all yards. RJS 5/31/24 - Contacted mower. 9609	5/31/2024		5/31/2024	6/4/2024	Has been mowed by the city's contracted mower.	1
345 Stoneridge Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/10/2024	The vacant lot has been mowed as of June 7, 2024. RJS	1
350 Stoneridge Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024			0.5
395 Hickory Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/7/2024	The vacant lot has been mowed as of June 7, 2024. RJS	1
396 Hickory Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	6/7/2024	The vacant lot has been mowed as of June 7, 2024. RJS	1
409 Sylvan Street	The backyard on Kelly Street NW had a large tree fall in the yard as of June 10, 2024. Review picture 8501. Gave extension for getting the yard mowed. 9609	6/10/2024	5/24/2024	6/17/2024			0.5
427 Bridge Street West	No change in the back yard as of June 7, 2024, June 11, 2024. Back yard of the complaint location with a trailer full of trash. RJS	6/7/2024	6/12/2024	6/22/2024		6/12/24 - Sent second notice. 9609	1.5
450 Stoneridge Lane Northeast	Vacant lot with long grass and weeds.	5/21/2024	5/31/2024	6/14/2024	5/31/2024	The vacant lot 17-574-0515 is being built with a home and front area of the lot has been mowed as of May 31, 2024. RJS	1
505 State Avenue	The complaint location has been mowed as of June 3, 2024. RJS	6/3/2024	6/7/2024	6/7/2024	6/3/2024		0.5
505 State Avenue	Complaint: Tall weeds to the north of the garage, along fence line. Growing through fence and onto the neighbor's yard. Uploaded complainant's pictures.	6/5/2024	6/12/2024	6/22/2024			0.5
508 23 Street Northeast	Complaint: Front yard has been mowed a few times but fenced in backyard has been overlooked! Uploaded complainant's picture.	6/4/2024	6/5/2024	6/15/2024	6/11/2024	The complaint location front yard was mowed as of 6/11/24. The backyard may have been mowed - not for sure from the street view RJS	1
557 Mineral Springs Road	Long grass and weeds in all yards.	6/4/2024			6/6/2024	Has been cut as of June 6, 2024	1
615 Broadway Street East	Complaint: Tall weeds and grass. Uploaded complainant's pictures.	6/4/2024			6/4/2024	Per complaint, the owner just mowed their yard at 15:30.	1
622 Prospect Street	Complaint: Very tall grass in back yard. Uploaded complainant's pictures. Front yard mowed on June 5, 2024. Talked to a neighbor of the backyard and it is not mowed as of 6/5/24. RJS	6/4/2024	6/5/2024	6/15/2024			0.5
622 Prospect Street	Added picture (8502) of the backyard as of June 10, 2024.	6/10/2024	6/5/2024	6/15/2024			0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
May 30, 2024 to June 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
652 22 Street Southeast	The complaint location mowed the front, South, and North yards as of June 10, 2024. The backyard remains uncut as of 6/10/24, 6/11/24. RJS	6/10/2024	6/4/2024	6/14/2024	6/12/2024	The back yard was cut was of 6/12/24. RJS	0.5
704 Cherry Street	The long grass and weeds were mowed on May 20, 2024. The living room chair remains on the west side of the house as of 5/20/24. RJ	5/20/2024	5/31/2024	6/14/2024	6/10/2024	The complaint location living room chair has been removed front the west side of the house as of 6/10/24. RJS	0.5
705 18 Street Southeast	Long grass and weeds in all yards.	6/5/2024			6/10/2024	Has been cut.	1
717 Cedar Avenue South	Complaint: Mattresses and furniture in alley; dumpster always overflowing.	6/4/2024	6/12/2024	6/26/2024			0.5
724 13 Street Northeast	Complaint: Long grass, mainly in back yard.	6/11/2024	6/12/2024	6/22/2024			0.5
725 Cedar Avenue South	Complaint: Mattresses and furniture in alley; dumpster always overflowing.	6/4/2024	6/12/2024	6/26/2024			1
820 18 Street Northeast	Reinspection picture 8453 taken on May 29, 2024. RJS 5/30/24 - Contacted mower. 9609	5/29/2024	5/16/2024	5/26/2024	6/4/2024	Has been mowed by the city's contracted mower.	1
Lemond/Riverwood Road	Vacant lots with long grass and weeds. 17-566-0215 to 0227	5/31/2024	6/11/2024	6/25/2024			0.5



CITY OF
OWATONNA

Licenses Permits

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: American Cancer Society, Inc.

Previous Gambling Permit Number: X- 93160-23

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 13-1788491

Mailing Address: 270 Peachtree St NW Ste 1300

City: Atlanta State: GA Zip: 30303 County: Fulton

Name of Chief Executive Officer (CEO): Karen E. Knudsen

CEO Daytime Phone: (215) 985-5302 CEO Email: karen.knudsen@cancer.org

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

Email permit to (if other than the CEO): event.compliance@cancer.org

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): VFW

Physical Address (do not use P.O. box): 135 Oakdale Street

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 11/8/2024

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	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 (60 days for a 1st class city). ☐ The application is denied.	☐ 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 City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
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: Karen E. Knudsen Date: 05/31/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Karen E. Knudsen

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

An equal opportunity employer



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

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

Name of organization		Date of organization		Tax exempt number	
Steele County Agricultural Society DBA Steele County Free Fair		1871		41-6038084	
Organization Address (No PO Boxes)		City	State	Zip Code	
1525 S. Cedar Ave.		Owatonna	MN	55060	
Name of person making application		Business phone		Home phone	
Scott Kozelka		507-451-5305		507-363-6093	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
August 11-14, 2024		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Preseidnet Daniel Deml		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
Vice President Wayne Steele		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
Treasurer Timothy Arlt		Owatonna	MN	55060	
Location where permit will be used. If an outdoor area, describe.					
1605 S. Elm-Beer Garden, 1575 S. Elm-Grandstand/Tin Roof Tavern, 1504 Fairgrounds Drive/Steele Saloon					

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance
\$1,000,000.00

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
Steele County Agricultural Society DBA Steele County Free Fair		1871		41-6038084	
Organization Address (No PO Boxes)		City	State	Zip Code	
1525 S. Cedar Ave.		Owatonna	MN	55060	
Name of person making application		Business phone		Home phone	
Scott Kozelka		507-451-5305		507-363-6093	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
August 15-18, 2024		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Preseidnet Daniel Deml		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
Vice President Wayne Steele		Owatonna	MN	55060	
Organization officer's name		City	State	Zip Code	
Treasurer Timothy Arlt		Owatonna	MN	55060	
Location where permit will be used. If an outdoor area, describe. 1605 S. Elm-Beer Garden, 1575 S. Elm-Grandstand/Tin Roof Tavern, 1504 Fairgrounds Drive/Steele Saloon					

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance
\$1,000,000.00

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Renew Annual Liquor Licenses

Purpose:

Council approval to renew annual Liquor Licenses.

Background:

Liquor Licenses expire June 30th each year. This is a request to authorize renewal of the current licenses listed on the next page contingent on receipt of all required items. Each year, we receive the completed applications, proof of insurance for worker's compensation, Certificate of Insurance for Liquor Liability, payment of fees, and a copy of their MnDept of Health Food & Beverage License from On-Sale Liquor Licensee. Current Property Tax data is also reviewed to confirm there are no pending/outstanding taxes owed on the property on the liquor license. Club Licensees were also asked to submit a statement advising how entrance is restricted at their establishment; a Club License allows an license to serve liquor to their club members and their guests.

Budget Impact:

Total amount of renewal fees collected is \$67,150.00. The amount of the license fee varies per license type.

The City's current annual liquor fees are:

- On-Sale Liquor License - \$3,000
- Club On-Sale Liquor License – Fees vary based on number of club memberships,
current amounts vary between \$500 and \$850.
- On-Sale Beer License - \$100
- On-Sale Wine License - \$150
- On-Sale Tap Room License - \$300
- Sunday Sales for On-Sale Liquor Permit - \$200
- Off-Sale Liquor License - \$200
- Off-sale Brew Pub License - \$250

Staff Recommendation:

Staff recommends approval of these renewal applications.

Attachments:

1. 2024-2025 Liquor List

LIQUOR LICENSE RENEWALS: July 1, 2024 – June 30, 2025

6/03/2024

A) HARD LIQUOR LICENSES - ON-SALE WITH SUNDAY SALES:

1. Apple Minnesota LLC dba **APPLEBEE'S NEIGHBORHOOD GRILL & BAR** – 690 W. Bridge Street
2. BLAZIN Wings Inc. dba **BUFFALO WILD WINGS Grill & Bar #282** – 1100 West Frontage Rd #190-2
3. Wischermann Partners, Inc. dba **COURTYARD OWATONNA DOWNTOWN** - 225 N Cedar Avenue.
4. Dog Pound Bar LLC dba **DOG POUND BAR** – 212 N Cedar Avenue
5. Don Juan Cantina & Grill, LLC dba **DON JUAN CANTINA & GRILL** at 1045 W Frontage Road
6. El Loro of Owatonna Inc dba **EL LORA MEXICAN RESTAURANT** – 4255 W Frontage Rd
7. El Tequila of Owatonna, Inc. dba **EL TEQUILA RESTAURANT** – 369 18th St SE
8. Rib Kings of Owatonna LLC dba **FAMOUS DAVE'S BARBECUE** – 4355 W Frontage Road
9. *(+F) Foremost Brewing Cooperative dba **FOREMOST BREWING** – 131 W Broadway.
10. MC-Rey Inc dba **JUST 1 MORE**, 149 W Bridge Street
11. Campestre Grill Inc. dba **PLAZA MORENA CAMPESTRE GRILL INC.** – 160 26th St NE
12. Ronnie's Sports Bar LLC dba **REGGIE'S BREWHOUSE**, 220 N Cedar Ave
13. Spare Time Entertainment LLC dba **SOUTHSIDE** – 333 18th Street SE
14. Midwest Restaurant Properties LLC dba **TIMBER LODGE STEAKHOUSE** – 4455 W Frontage Road
15. Torey's Inc dba **TOREY'S RESTAURANT & BAR** – 208 N Cedar Avenue.
16. Sparetime Entertainment LLC dba **WING'S TAVERN & GRILLE** – 1805 S Elm Avenue.
17. Roma's Italian Eatery LLC dba **ROMA'S**, 203 N Cedar Avenue.
18. Lacey's KC, LLC dba **LACEY'S at BROOKTREE** – 1369 E Cherry Street.
19. **INSIDE SWING LLC** – 685 S Bridge St #5.

B) HARD LIQUOR LICENSES - OFF-SALE:

1. Shriana, LLC dba **BEST BUDGET INN** – 1180 W Frontage Road
2. Coborn's Inc dba **CASH WISE LIQUOR** – 495 W North Street
3. Fareway Stores, Inc. dba **FAREWAY SPIRITS AND MORE #139**, 831 S Oak Avenue
4. Chess House Liquor, LLC dba **FIREHOUSE LIQUOR** – 120 26th St NW
5. Hy-Vee Inc. dba **HY-VEE WINE & SPIRITS** – 1620 S Cedar Avenue
6. **JB LIQUOR INC.** – 202 S Oak Avenue
7. Kwik Trip, Inc dba **KWIK SPIRITS #1088** – 410 Hoffman Drive

C) HARD LIQUOR LICENSES - CLUB ON-SALE:

1. Am Leg 77 dba **AMERICAN LEGION POST #77** – 137 W Broadway Street
2. BPOE Lodge 1395 dba **ELKS CLUB** – 126 E Vine Street
3. FOE Aerie 1791 dba **FRATERNAL ORDER of EAGLES** – 141 E Rose Street
4. VFW 3723 dba **HUGO MATEJCEK POST** – 135 W Oakdale/Box 767
5. Columbian Center Inc dba **KNIGHTS OF COLUMBUS #945** – 820 S Elm Avenue
6. CC Founders Group LLC dba **OWATONNA COUNTRY CLUB** – 1991 Lemond Road/Box 446

D) 3.2% MALT LIQUOR LICENSES ON-SALE & WINE LICENSE ON-SALE (all w/strong beer authorization)

1. InnKeeper Lodging, Inc dba **BAYMONT INN & SUITES OWATONNA**, 245 Florence Ave.
2. E & AZ Sushi, Inc. dba **MIZUKI FUSION** – 119 W Bridge St
3. Nick's Pizza Palace LLC dba **NICK'S PIZZA PALACE** – 326 North Cedar Avenue
4. Owatonna Arts Council dba **OWATONNA ARTS CENTER** – 435 Garden View Lane
5. **STEELE CO HISTORICAL SOCIETY** – 1700 Austin Road.
6. Benjamin Meyer dba **The Smokin Silverback** – 1832 S Cedar Ave
7. Owatonna Hotel Associates LLC dba **HOME 2 SUITES** – 230 Allan
8. Owatonna Taqueria Jalisco LLC dba **TAQUERIA JALISCO** – 206 W Rose St

E) 3.2% MALT LIQUOR LICENSES – 3.2% OFF-SALE:

1. Coborn's Incorporated dba **CASH WISE #2014** – 495 W North Street.
2. **HOLIDAY STATIONSTORES, LLC. #373**– 695 West Bridge Street
3. Holiday Stationstores, LLC dba **HOLIDAY STATIONSTORE #2746519** – 330 W North Street
4. Kwik Trip Inc. dba **KWIK TRIP #237** – 135 Landmark Drive NE
5. Kwik Trip Inc. dba **KWIK TRIP #403** – 2270 NW 46th Street
6. Kwik Trip Inc. dba **KWIK TRIP #435** – 1075 West Frontage Road
7. Kwik Trip Inc. dba **KWIK TRIP #641** – 1220 South Oak Street
8. Kwik Trip Inc. dba **KWIK TRIP #806** – 320 Mineral Springs Road
9. WalMart Inc. dba **WALMART #982** – 1130 W Frontage Road

F) TAPROOM ON-SALE w/SUNDAY SALES & OFF-SALE BREWER

1. MSB, LLC dba **MINERAL SPRINGS BREWERY** – 111 N Walnut Avenue.

G) BREW PUB OFF-SALE w/SUNDAY SALES

1. *Foremost Brewing Cooperative dba **FOREMOST BREWING** – 131 W Broadway

*holds two license types: On-Sale Liquor and BrewPub Off/Sale as they operate as a Brew Pub.



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Renew Annual Charitable Gambling Licenses

Purpose:

Council approval to renew the Charitable Gambling Permits with Non-Profit Organizations to conduct Lawful Gambling (pull-tabs) within the City.

Background:

Non-Profit Organizations wishing to conduct Lawful Gambling within the City receive an annually permit. Each organization is allowed to hold up to five Premises Permits. Ordinance 1582 allows an annual local investigation fee as provided in Minn. Stat. § 349.161, subd. 8(2). Nine organizations offer pull-tabs at 14 various sites within the city:

American Legion Post #77

Eagles Aerie # 1791-Owatonna

Elks Lodge #1395-Owatonna

Knights of Columbus Council

VFW Post 3723

Owatonna Wrestling Association - Just One More, Reggie's Brewhouse,

Lacey's at Brooktree, Inside Swing

Owatonna Youth Hockey Association - Wing's Tavern & Grille, Sparetime Entertainment,

Foremost Brewing Cooperative, Timber Lodge Steak House

Steele County Snowmobile Trail Association - The Dog Pound

Budget Impact:

\$2,000 - the annual license fee is \$250 per organization (\$250 x 8)

Staff Recommendation:

Staff recommends approval to renew these Charitable Gambling Permits.

Attachments:

None



CITY OF
OWATONNA

Event Permits

EP-24-32**Events Permit Application**

Status: Active

Submitted On: 6/11/2024

Primary Location

No location

Applicant Lisa Cochran 507-475-3451 lcochran@owatonna.org 120 S Oak Ave
Owatonna, MN 55060

Event Information**Event Name**

Downtown Thursdays

Event Contact*

Lisa Cochran

Location of Event*Downtown Owatonna - 100, 200, 300 blocks of N Cedar Ave, Central Park,
Broadway St, Pearl St, Vine St**Description of Event* ?**

Downtown Event with food trucks, entertainment, vendors and more

Event Set Up Date

07/11/2024

Event Set Up Time* ?

1:00pm

Actual Event Date*

07/11/2024

Actual Event Time* ?

5:00pm

Clean Up Date*

07/11/2024

Clean Up Time ?

10:00pm

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

Canceled

Estimated Attendance* ?

5000

Application Information

Sponsoring Organization Name*

Main Street Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-451-7970

Cell Phone

507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Alternate On-site Contact

Name*

Brad Meier

Cell Phone*

507-475-0687

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

07/11/2024

Name of Requested Street(s)*

N Cedar Ave, E and W Park Square,
Broadway

Alleys*

Yes

Start/End Time*

5:00pm-9:00pm

Date*

07/11/2024

Name of Requested Alley(s)*

Along Cedar Ave, nothing special, just
for people to sit, like normal

City Sidewalks or Trails*

Yes

Start/End Time*

5:00pm-9:00pm

Date*

07/11/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

07/11/2024

Parks*

Yes

Start/End Time*

1:00pm-10:00pm

Date*

07/11/2024

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

Yes

Number and Size*

Between 12-24, 18inches x 24 inches, with some larger in the band shells and in the park

Will there be any inflatables?*

Yes

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

Will there be entertainment?*

Yes

What Type*

music and activities

Will sound amplification be used?*

Yes

Type*

whatever the band uses

Hours*

5:00pm-9:00pm

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

10x10's

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

80

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

The participating businesses with a catering license

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

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

The power outlets in Central Park and along N Cedar Ave all will be in use, please make sure they are working.

Describe level of advertisement* ?

Radio, print, social media, posters

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

15

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

99

Size Needed*

Large

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

Will Central Park Stage be used?*

Number Needed*

Yes

1

Will there be any horses?*

Number Animals Anticipating*

Yes

2

How will horses be used?*

They will be in a vendor spot so attendees can pet them, in a fenced area

Please provide insurance information and complete Hold Harmless Agreement

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



Monte Mowry

Jun 11, 2024

Describe trash removal and cleanup plan during and after event*

Extra trash receptacles are donated, volunteers clean up trash, vendors are responsible for their own trash

Will event need traffic control?*

No

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

Bull horn to yell at people that are not following the rules, golf cart to get from one place to another quickly if needed, volunteers aware they may need to assist if needed. This has not been an issue in the past

Will "No Parking" signs be needed?*

Number Needed*

Yes

120

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

Will event need security?*

Will event need Emergency Medical Services?*

No

No

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

Decision will be made by 11am the day of the event. Posted on socail media, emails sent out, announced on radio

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

Name*

Lisa Cochran

Phone Number*

507-475-3451

Email*

lcochran@owatonna.org

List any other pertinent information

We will need picnic tables delivered along N Cedar Ave, please. They can be placed in the alleyways in 100, 200, 300 blocks of N Cedar. We will need 12 in the 300 block, 8 in the 200 and 100 blocks. No Parking signs to be placed 24 hours before event set-up at 1:00pm on Thursday. **Please have all the power outlets checked before each event in Central Park and along Cedar Ave.** Extra patrols are always appreciated, especially the bike patrol. Main Street appreciates the relationship we have with the City of Owatonna and its entities and we do not take the time and no charge for items for granted. We will acknowledge the City of Owatonna as one of our sponsors and they will be recognized on all types of promotions. Our goal is to have a successful and safe event in Downtown Owatonna. To note: The Street Closed Ahead sign that was on Broadway has been broken the last 2 times (this past Thursday and for Cinco de Mayo) I've used it, I've had to screw the sign back onto the cone that holds it, without a tool, so it wasn't very secure. If that could be checked beforehand, it would be greatly appreciated!

*Note: There are additional parking spots (from last year) that need to be blocked off, especially on W. Broadway, added number of picnic tables needed (from last year) along Cedar. An email and a mailed letter will be shared with all businesses downtown regarding the No Parking and blocked off streets. Thank you to the city for filling in the 2 large divets in Central Park in a very timely manner! Several people lost their footing in them last Downtown Thursday.

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

Central Park Stage Usage Information

Time*

2:00pm

Open*

2:00pm

Close*

10:00pm

Sound or Light Person Needed*

No

Size of Group that will be on stage*

4-6

Type of Group* ?

musical Band

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

Brad Meier

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

Applicant Signature

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

Signature of Applicant*

✓ Lisa M Cochran
Jun 11, 2024

Internal Use



🔒 F





EP-24-18**Events Permit Application**

Status: Active

Submitted On: 4/12/2024

Primary Location

No location

Applicant Drake Simonson 507-774-7362

drake.simonson@ci.owatonna.mn.us

 500 Dunnell Drive
Owatonna, MN 55060

Event Information**Event Name**Movie In The Park - Summer Weekend
Out part of GEM Days**Event Contact***

Drake Simonson - 507-774-7362

Location of Event*

Central Park

Description of Event* ?

This is a Movie in the Park event. We will be playing a movie on an inflatable screen. Movie will start just after sunset, around 9:00/9:15pm, and should end by 11:00pm. We will have some games and activities starting at 7:30pm.

Event Set Up Date

07/20/2024

Event Set Up Time* ?

4:30PM

Actual Event Date*

04/20/2024

Actual Event Time* ?

7:30PM

Clean Up Date*

04/20/2024

Clean Up Time ?

11:00PM

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

Postponed

Reschedule Date

04/27/2024

Estimated Attendance* ?

100

Application Information

Sponsoring Organization Name*

City of Owatonna - Parks and Recreation
(internal)

Mailing Address*

540 West Hills Circle

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.owatonna.gov

Primary Contact

Name*

Drake Simonson

Phone Number*

507-774-7362

Cell Phone

507-456-3085

Email Address*

drake.simonson@owatonna.gov

Primary On-site Contact

Name*

Drake Simonson

Cell Phone*

507-456-3085

Alternate On-site Contact

Name*

Don McCann

Cell Phone*

507-456-6383

Refer Media or Citizen Inquiries To:

Name*

Drake Simonson

Phone*

507-774-7362

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

Yes

Start/End Time*

4:30-11:00PM

Date*

07/20/2024

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Movie

Will sound amplification be used?*

Yes

Type*

Portable Sound Speakers for Movie

Hours*

9:00-11:00PM

Will sound be amplified after 10:00pm?*

Yes

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

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

No

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Normal power. we will have extension cords and use the power from the stage.

Describe level of advertisement* 

Advertised in the Parks and Recreation Spring/Summer activity guide. Parks and Recreation Facebook page. Advertisement with the Owatonna Chamber and Downtown Business Partnership as part of GEM Days

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Size Needed*

Small

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Parks crew will have a few extra garbage cans at Central Park. Staff will walk through and pickup any garbage left.

Will event need traffic control?*

No

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

Staff will help direct people where to sit to see the screen. Staff will be on site from the start and be the last to leave.

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

Staff will monitor the weather for the day of the event. Should the possibility of severe weather exist during the event time, we will postpone. Should a storm pop up, staff will direct spectators to the bathrooms in the stage.

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

Name*

Phone Number*

Drake Simonson

507-456-3085

Email*

Drake.Simonson@owatonna.gov

List any other pertinent information

We have run movie in the park events for the past several years. Looking to have the bathrooms left unlocked until 11:00.

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

Applicant Signature

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

Signature of Applicant*



Drake T Simonson

Apr 12, 2024

EP-24-24

Events Permit Application

Status: Active

Submitted On: 5/9/2024

Primary Location

No location

Applicant Hannah Fisher 507-475-1430

hannah.fisher@owatonna.gov

 500 Dannel Drive
Owatonna, MN 55060

Event Information

Event Name

Movie in the Park

Event Contact*

Hannah Fisher

Location of Event*

Brown Park Pavillion and Field

Description of Event* ?

Parks and Recreation Movie in the Park event.

Event Set Up Date

08/23/2024

Event Set Up Time* ?

4pm

Actual Event Date*

08/23/2024

Actual Event Time* ?

4pm

Clean Up Date*

08/23/2024

Clean Up Time ?

11:00pm

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

Postponed

Reschedule Date

08/24/2024

Estimated Attendance* ?

100

Application Information

Sponsoring Organization Name*

Park and Rec

Mailing Address*

500 Dunnel Drive

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

<https://www.owatonna.gov/1>

Primary Contact

Name*

Hannah Fisher

Phone Number*

5074751430

Cell Phone

5074751430

Email Address*

hannah.fisher@owatonna.gov

Primary On-site Contact

Name*

Hannah Fisher

Cell Phone*

5074751430

Alternate On-site Contact

Name*

Don McCann

Cell Phone*

5077747366

Refer Media or Citizen Inquiries To:

Name*

Deanna Sheely

Phone*

5077747343

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

Yes

Start/End Time*

4pm

Date*

08/23/2024

Name of Requested Park(s)*

Brown Park

Will any signs/banners be put up?*

No

Will there be any inflatables?*

Yes

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

Will there be entertainment?*

Yes

What Type*

Movie

Will sound amplification be used?*

Yes

Type*

Speakers

Hours*

8pm-10:30pm

Will sound be amplified after 10:00pm?*

Yes

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

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

No

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Standard outlet extension cord run from dugouts.

Describe level of advertisement* ?

Park and Rec activity guide and Facebook.

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Parks crew normal pick up. We will put in a park request for extra garbage.

Will event need traffic control?*

No

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

Staff will direct people to the ballfield to watch the movie. Staff will be onsite for movie for part of safety.

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

We will postpone the movie if the forecast has a high risk of severe weather. We will direct spectators to the bathroom shelter if severe weather happens.

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

Name*

Hannah Fisher

Phone Number*

5074751430

Email*

hannah.fisher@owatonna.gov

List any other pertinent information

Internal Park and Rec event.

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

Applicant Signature

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

Signature of Applicant*

✓ Hannah Fisher
May 9, 2024

EP-24-30

Events Permit Application

Status: Active

Submitted On: 5/23/2024

Primary Location

No location

Applicant Mark Sebring 507-363-1380

mark@mineralspringsbrewery.com

 111 N Walnut
Owatonna, Minnesota
55060

Event Information**Event Name**

Oktoberfest Celebration

Event Contact*

Mark Sebring

Location of Event*Mineral Springs Brewery
111 N Walnut
Owatonna, MN 55060**Description of Event* ?**

Oktoberfest Celebration with Tent

Event Set Up Date

09/19/2024

Event Set Up Time* ?

9 AM

Actual Event Date*

09/20/2024

Actual Event Time* ?

12 noon - 10 PM

Clean Up Date*

09/22/2024

Clean Up Time ?

9 AM

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

Canceled

Estimated Attendance* ?

500

Application Information

Sponsoring Organization Name*

Mineral Springs Brewery

Mailing Address*

111 N Walnut

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

mineralspringsbrewery.com

Primary Contact

Name*

Mark Sebring

Phone Number*

507-363-1380

Cell Phone

507-363-1380

Email Address*

mark@mineralspringsbrewery.com

Primary On-site Contact

Name*

Mark Sebring

Cell Phone*

507-363-1380

Alternate On-site Contact

Name*

Bill Cronin

Cell Phone*

507-213-9295

Refer Media or Citizen Inquiries To:

Name*

Bill Cronin

Phone*

507-213-9295

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

9 AM Thursday Sept 19 - 12 Noon
Monday Sept 23

Date*

09/19/2024

Name of Requested Street(s)*

Walnut Ave

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

9 AM Thursday Sept 19 - 12 Noon
Monday Sept 23

Date*

09/19/2024

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Polka music

Will sound amplification be used?*

Yes

Type*

Mics/Amplifier for Polka bank

Hours*

Noon to 10 PM Friday 9/20 and
Saturday 9/21

Will sound be amplified after 10:00pm?*

No

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

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

Yes

Dimensions*

40' X 80 '

Fees may apply. No staking without approval.

Will there be temporary fencing?* ?

Yes

Dimensions*

120' on Walnut and 30' across blocking
access

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

3

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

Mineral Springs Brewery

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

No

A Temporary Liquor License will be required. Complete an application for a Temporary Liquor License.

Will this event require a Temporary Liquor Permit?*

Yes

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

No power needs from the City

Describe level of advertisement* ?

Primarily the various social media platforms for Mineral Springs Brewery.
Possibly some print ads in local papers.
Any promotion that would be appropriate from Owatonna Chamber of Commerce and/or City of Owatonna

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

Yes

Number Needed

5

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

10

Size Needed*

Large

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

Will Central Park Stage be used?*

Will there be any horses?*

No

No

Describe trash removal and cleanup plan during and after event*

All trash removal and porta potties are the responsibility of Mineral Springs Brewery

Will event need traffic control?*

No

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

Attendees will enjoy seating at picnic tables inside the tent. All indoor and outdoor seating at Mineral Springs Brewery will be available.

Will "No Parking" signs be needed?*

Will event need security?*

No

No

Will event need Emergency Medical Services?*

No

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

Shelter will be available within Mineral Springs Brewery, the basement level of former Giltvedt Eye Clinic and in former Culligan building.

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

Name*

Phone Number*

Mark Sebring

507-363-1380

Email*

mark@mineralspringsbrewery.com

List any other pertinent information

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

Applicant Signature

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

Signature of Applicant*



Mark Sebring

May 23, 2024



EP-24-34

Events Permit Application

Status: Active

Submitted On: 6/17/2024

Primary Location

No location

Applicant Liane Peterson 507-456-3267 lpeters91453@gmail.com 335 Pylor Place NW
Owatonna, MN 55060

Event Information

Event NameMNSnap Low Income Spay/Neuter
Clinic**Event Contact***

Liane Peterson

Location of Event*

1100 Industrial Road, Owatonna, MN

Description of Event* ?

Low cost spay/neuter clinic for people with animals that want to take appropriate care of them but are on limited budget. Also will help with overpopulation of unwanted animals.

Event Set Up Date

06/30/2024

Event Set Up Time* ?

7:00 AM to 5:00 PM

Actual Event Date*

06/30/2024

Actual Event Time* ?

7:00 AM to 5:00 PM

Clean Up Date*

06/30/2024

Clean Up Time ?

7:00 AM to 5:00 PM

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

Canceled

Estimated Attendance* ?

7

Application Information

Sponsoring Organization Name*

Steele County Humane Society

Mailing Address*

PO Box 220

City*

Owatonna

State*

Minnesota

Zip*

55060

Website Address*

Steelecountyhumanesociety.net

Primary Contact

Name*

Liane Peterson

Phone Number*

507-451-4397

Cell Phone

507-456-3267

Email Address*

lpeters91453@gmail.com

Primary On-site Contact

Name*

Liane Peterson

Cell Phone*

507-456-3267

Alternate On-site Contact

Name*

Diane Nagel

Cell Phone*

507-475-4590

Refer Media or Citizen Inquiries To:

Name*

Liane Peterson

Phone*

507-456-3267

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

7:00 AM to 5:00 PM

Date*

06/30/2024

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

16' x 3'

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

No

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Van will plug into electrical hookup at shop that was installed for this purpose.

Describe level of advertisement* ?

Paper, flyers, radio

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Everything will be wiped down and stacked. Tables and chairs. All garbage will be collected and put in case

Will event need traffic control?*

No

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

Take one person at a time when registering their animals and then will leave until contacted that their animal is ready to pickw up

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

If bad weather event will be cancelled

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

Name*

Liane Peterson

Phone Number*

507-456-3267

Email*

lpeters91453@gmail.com

List any other pertinent information

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

Applicant Signature

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

Signature of Applicant*

✓ Liane L. Peterson
Jun 17, 2024

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

🔒 Park & Rec. Department Approval / Comments / Notes



CITY OF
OWATONNA

Miscellaneous



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Tennis and Pickleball Center Independent Contractor Agreement - Matt Hokanson

Purpose:

Request City Council approval of the Tennis and Pickleball Center Independent Contractor Agreement.

Background:

Since April 2021, Matt Hokanson has served as the contracted Tennis and Pickleball Director for the City, operating under an incentive-based revenue split model along with a base salary. In addition to overseeing programs, Matt is responsible for 15 hours of weekly facility coverage and court maintenance. As the current agreement nears its expiration on June 30, 2024, a 6-month extension is being proposed, extending his tenure through the close of the 2024 fiscal year to allow for a transition in 2025.

Looking ahead to 2025, pending approval of the proposed program budget, there's a strategic shift being planned. This plan entails transitioning away from the Tennis and Pickleball Director Agreement, with the City assuming full management of court use and programming operations. Under this framework, the City will introduce beginner-level programming, facilitated by a contracted instructor, along with providing various league and event opportunities. Higher-level lessons and event programming will be offered by an independent LLC through external court rentals. Should the proposed 2025 program budget gain approval, this transition will be set in motion. However, in the event of non-approval, the plan will be revisited, potentially leading to a proposed extension of the Tennis and Pickleball Director contract beyond 2024.

Budget Impact:

The contractor compensation, base pay and projected revenues associated with this agreement were calculated as part of the City Council approved Parks and Recreation 2024 Tennis and Pickleball general operating program budget. No adjustments were made in the 6-month extension.

Staff Recommendation:

Staff recommends approval of the Tennis and Pickleball Center Independent Contractor Agreement.

Attachments:

1. 2024 Independent Contractor Agreement - Tennis & Pickleball Matt Hokanson (Matt H. signed)

TENNIS AND PICKLEBALL INSTRUCTOR/PRO SHOP **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT made and entered into this 4th day of June 2024, by and between the City of Owatonna, a municipal corporation, hereinafter referred to as the City, and Matthew Hokanson hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, City operates an indoor tennis facility at West Hills and conducts tennis and pickleball lessons and programs and desires the assistance of a professional tennis and pickleball director.

WHEREAS, Contractor desires to render the assistance and perform the services desired by the City, and;

WHEREAS, Contractor agrees to perform the services for the City under the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the foregoing and in consideration of the promises hereinafter set forth, City and Contractor mutually agree as follows:

DEFINITIONS

1. West Hills Tennis and Fitness Center is defined as the formal name of the entire building complex including the tennis and pickleball courts, pool, basketball court, meeting spaces and common spaces.
2. Tennis, Pickleball and Fitness Center is defined as the indoor tennis and pickleball facility within the West Hills Tennis, Pickleball and Fitness Center, including 6 indoor tennis courts, 12 indoor pickleball courts, tennis and pickleball storage space connected to the indoor tennis and pickleball courts, tennis and pickleball lobby, and tennis and pickleball office space.

CONTRACTOR RESPONSIBILITIES:

1. **Support Park and Recreation Department.** Contractor shall report directly to the Recreation Manager of Parks and Recreation ("Recreation Manager") or appointed designate and shall provide administrative support to the Recreation Manager or appointed designate, including the following.
 - a. Contractor will attend meetings as required by the Park and Recreation Department.
 - b. Contractor shall make recommendations regarding any aspect of the Tennis and Pickleball Center operation so as to improve the efficiency of operation and increase usage of the facility.
 - c. Contractor shall give recommendations for the tennis and pickleball center portion of the city's budget for the West Hills Tennis, Pickleball and Fitness Center.

- d. Contractor shall give recommendations on program and facility use fees to be set by the Recreation Manager (with the exception of lessons, league, stringing fees and pro shop merchandise that are to be determined by the Contractor).
 - e. Contractor shall assist the Recreation Manager to ensure coordination of programs, facilities, and budget at the Tennis Center and for coordination of programs and facilities at outdoor tennis courts.
 - f. Contractor shall provide information to the Recreation Manager regarding Tennis and Pickleball Lessons, Leagues, Tournaments, Special Events and Tennis Center use for all related marketing outlets throughout the year.
 - g. Contractor shall assist the Recreation Manager with scheduling rentals and use of the Tennis Center while following fee structure, facility use and court time use policies established by the City.
2. **Contractor's Staff.** Contractor shall be responsible in selecting staff as needed for tennis and pickleball lessons that will be employed by the Contractor. Contractor is expected to orientate staff regarding their duties, facility policies, and public relations. Contractor will be responsible for and will superintend the execution of all work covered by this agreement, either personally or through a representative. If Contractor uses a representative, the Recreation Manager, or appointed designate, shall give prior approval so as to insure the City is satisfied that the representative is competent and qualified to represent Contractor in all matters pertaining to this agreement. Contractor shall perform background checks on its employees, agents and subcontractors providing services under this agreement. The cost of the background checks will be borne by Contractor.
 3. **COVID-19 Compliance.** Contractor shall comply with and assist in the implementation of the City's COVID-19 Preparedness Plan including proper disinfection, sanitization and monitoring compliance with the plan guidelines on site. Develop and implement a COVID-19 Preparedness Plan for the youth and adult tennis programs.
 4. **Public Relations.** Contractor shall be responsible for marketing tennis and pickleball in the community and surrounding communities. Contractor shall assist the Recreation Manager, or appointed designate, to market and promote the Tennis and Pickleball Center so as to increase usage of the Tennis and Pickleball Center.
 5. **Support Tennis and Pickleball Organizations.** Contractor shall work closely with the Owatonna Tennis Association and the Owatonna Pickleball Association so as to maintain a direct communication link with the participants who have a keen interest in the West Hills Tennis and Pickleball Center. Contractor shall act as liaison between the USTA (United States Tennis Association), USA Pickleball Association and the City of Owatonna Parks and Recreation Department.
 6. **Tennis and Pickleball Programs.** Contractor shall conduct and shall be responsible for all youth and adult tennis and pickleball programs within the city, including the following:
 - a. Conduct group lessons for youth and adults.

- b. Conduct private lessons as scheduled in the Contractor's discretion.
- c. Establish tennis and pickleball leagues at various times of the day and week to accommodate patron and city requests, including but not limited to registration, collection of fees, scheduling, maintaining league standings, handling league problems, and arranging for awards and equipment use.
- d. Organize, promote, and run special events and tournaments throughout the year at various times of the day and week, to accommodate patron and city requests and be responsible for administering the events and tournaments including collection of entry fees.
- e. Offer a full spectrum of youth and adult programs at various times of the day, Sunday through Saturday, to accommodate patron and city requests.

Class sizes shall be limited to a 1:8 ratio. Contractor shall ensure the safety, quality and consistency of programs and instructions. Contractor shall provide all program and league schedules and standings information to the Recreation Manager, or appointed designate, to be maintained on the City of Owatonna's Website pages and Recreation Management software.

- 6. **General Court Maintenance.** Contractor shall be responsible for sweeping and scrubbing of the Indoor Tennis Courts. Contractor shall do regular checks on tennis courts and all related equipment and shall make the Recreation Manager, or appointed designate, aware of any maintenance issues or concerns.
 - a. Court Sweeping – performed weekly at minimum
 - b. Court Scrubbing – performed bi-monthly at minimum
- 7. **Qualifications.** Contractor shall at a minimum hold a USPTA or PTR teaching certification and a Professional Pickleball Registry certification. Valid certification must be presented at the time of the execution of the contract. Contractor shall at a minimum hold a current or former NTRP Tennis rating of 4.5.
- 8. **Contractor's Expenses.** Except as provided herein, Contractor shall be responsible for all expenses incurred in the fulfillment of the obligations contained herein, including the following:
 - a. Contractor shall be responsible for all compensation paid to its staff.
 - b. Contractor shall be responsible for any fees or costs associated with any software not owned or maintained by the City.
 - c. Contractor shall log all long distance telephone calls and shall remit payment for personal calls and for calls made for contractor's business.
 - d. Contractor shall be responsible for all membership fees and certification costs associated with this position.
 - e. Contractor shall attend training regarding new developments in the Tennis and Pickleball Industry. Associated expenses are Contractor's responsibility.
 - f. Contractor shall be responsible for all equipment and inventory associated with tennis and pickleball instruction and programs.
 - g. Contractor shall be responsible for all equipment and inventory associated with Tennis Racquet Stringing.
 - h. Contractor shall be responsible for all merchandise associated with the Pro Shop.

- 9 **Support of Tennis Center.** Contractor shall support the operations of the Tennis and Pickleball Center. Contractor shall determine the work hours that will best fit the Contractor's business and shall post those hours at the Tennis and Pickleball Facility to allow for the best possible customer service to the public with tennis related needs. To provide adequate level of service to the tennis community, Contractor shall be on site for a minimum of 15 hours per week, in addition to any lessons or programs being offered.
10. **Pro Shop.** Contractor may operate a Pro Shop, including stringing sales, at the Tennis and Pickleball Center with revenues processed through the City Point of Sale software. In the event Contractor operates a Pro Shop, Contractor shall be responsible for establishing accounts with vendors or merchandise, ordering and stocking merchandise.

CITY'S RESPONSIBILITIES:

1. **Office Space.** The City will provide the Contractor with an area for an office within the indoor tennis and pickleball facility and necessary furnishings.
2. **Exclusive Right to Instruct.** The City shall give the Contractor the exclusive right to offer for-profit tennis and pickleball lessons through the Tennis and Pickleball Center. The City shall give the Contractor the exclusive right to offer for-profit city-sponsored outdoor instruction. The City shall provide the Contractor priority access to courts in the Tennis and Pickleball Center to offer individual lessons, group lessons, programs and special tennis and pickleball activities. Tennis and pickleball instruction shall be defined as coaching, training or teaching through performing demonstrated repetitive tennis or pickleball motions or drills, and/or giving direction during those repetitive tennis or pickleball motions or drills, with the intent of improving and/or educating on tennis or pickleball skills and techniques. Tennis or pickleball instruction does not include offering of simple advice, feedback or pointers.
3. **Support of Activities.** The City will instruct the Contractor as to the correct use of all city equipment, and the proper procedures for the cleaning and/or repair of all said equipment. The City will provide the Contractor with the name and telephone number of all vendors used in the immediate past tennis and pickleball season, including a brief description of the services provided.
4. **City Retains Authority.** The City will be responsible for making the decision to close the indoor tennis and pickleball facility due to weather or other purposes.
5. **Equipment.** The City will provide the following equipment for use by the tennis and pickleball pro: court sweeper, court scrubber, and budgeted supplies such as court nets; any items that exceed the budget or do not fit into the budgeted purposes of the facility, will be the responsibility of the Contractor.
6. **Fees.** The city will pay for the fee associated with the use of the credit card machine used for payment on lessons, programs, court use and pro shop items.

7. **Staff:** The city shall provide staff at the Tennis and Pickleball Center reception desk, from September through May, during peak facility use times; Monday through Thursday for 3.5 hours between the times of 3:15pm-7:30pm, Saturday for 3.5 hours between the times of 7:45am-11:45am, Sunday for 3 hours between the time of 12pm-4pm and for scheduled group rentals. For all other open facility hours, members shall gain access into the facility through means of a keyless entry feature or it will be the Contractor's responsibility. Contractor and Recreation Manager, or appointed designate, will coordinate the appropriate times for staff to be scheduled during the peak hours.

COMPENSATION:

The City shall compensate Contractor for the following services:

1. **Tennis and Pickleball Pro:** For rendering the services of Tennis and Pickleball Pro Contractor will be paid a monthly fee of \$3333.34 from the months of July 2024 to and including December 2024. This payment will be paid to the contractor on the City's first check run of each month.
2. **Court Fees:** Contractor shall be paid 25% of court fee revenue. A Court Fee is the extra fee associated with each court use, that is in addition to membership, guest use, surcharge, rental and registration fees. A Court Fee is also the extra fee associated with select lessons and leagues. Contractor shall be paid every other week with the City's scheduled check runs.
3. **Lessons:** Contractor shall be paid 67% of lesson instruction revenue. Contractor shall be paid every other week with the City's scheduled check runs.
4. **Leagues:** Contractor shall be paid 65% of leagues revenue. Contractor shall be paid every other week with the City's scheduled check runs.
5. **Patron Memberships:** Contractor shall be paid 20% of membership revenue. Contractor shall be paid every other week with the City's scheduled check runs.
6. **Open Court Fee:** Contractor shall be paid 20% of Open Court Fee revenue. Contractor shall be paid every other week with the City's scheduled check runs.
7. **Group Rental Fee:** Contractor shall be paid 20% of Group Rental revenue. Contractor shall be paid every other week with the City's scheduled check runs.
8. **Tennis and Pickleball Tournaments and Events:** Contractor will be paid 65% of USTA or UTR tournament revenue after tournament expenses and/or special events, club tournaments, clinics, and other events that the contractor conducts at the facility. Contractor shall be paid every other week with the City's scheduled check runs.
9. **Pro Shop:** Contractor will retain all revenues of the Proshop and Proshop services (such as Tennis Racquet Stringing). Contractor shall be paid every other week with the City's scheduled check runs.

10. **Facility Use:** The City will provide the Contractor and all immediate family members, who meet the established facility family membership guidelines, free use of the tennis and pickleball facility for tennis and pickleball related purposes.

GENERAL CONDITIONS:

1. **Relationship.** The parties intend that the legal relationship between the City and the above named Contractor is a relationship between the City and an Independent Contractor.
2. **Assignment.** Contractor may not assign this Agreement to any other person or entity unless the City consents in writing to the assignment.
3. **Revenue.** It is understood and agreed that all fees established by the Owatonna Park and Recreation Board belong to the City. City's Point of Sale software and equipment shall be used to record merchandise sales. All Point of Sale data and associated data shall be sole property of the City. Daily receipts shall be deposited at a designated night depository and will be picked up the following morning by Parks and Recreation staff member.
4. **Liability Insurance.** Contractor shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Contractor, its officers, employees, agents, members and anyone directly or indirectly engaged or employed by Contractor from any and all claims for damage to property or for personal injury, including death, made by anyone, arising under this Agreement with the following limits of coverage:
 - Commercial General Liability coverage with limits of not less than \$1 Million per occurrence and \$2 Million annual aggregate.

Said policy to be issued by a company authorized to do business in the State of Minnesota and, if mutual, shall be non-assessable. Contractor shall provide the City with a Certificate of Insurance naming the City as an additional insured.

Contractor agrees to provide Workers Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Prior to providing services to the City pursuant to this Agreement or assigning an official to any City events, Contractor shall deliver to the City evidence that the above coverage is in full force and effect.

5. **Indemnification.** The Contractor agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations, and provisions prescribed herein, and to defend, indemnify, and hold harmless the City, its officers, agents, or employees of and from all liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by the City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act of thing done or suffered or omitted to be done under the authority or supposed authority of such

grant. The Contractor's indemnification obligation shall also apply to the Contractor's subcontractors, or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable.

6. **Subrogation.** In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other insured loss occurring to the real property owned by City and personal property owned by Contractor all while located at the indoor tennis facility.
7. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood or other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. The City retains the right to cancel the tennis program at any time for reasons related to COVID-19 without liability to Contractor except for fees owed.
8. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
 - a. In the event the Contractor is adjudicated bankrupt, is in relationship, has made an assignment for the benefit of his creditors, or because Contractor's financial condition is unable to continue successful operations.
 - b. Failure of the Contractor to perform, keep, and observe any of the conditions of the contract, and the failure of the Contractor to correct the default or breach within the times specified by the Recreation Manager.
 - c. Upon mutual consent of the city and contractor.
9. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all personal property belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said personal property are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.
10. **Personal Property.** The City shall not be liable for any damage to persons or properties in the space assigned to the Contractor. The Contractor agrees that all personal property upon such premises shall be kept at the risk of the Contractor only and the City shall not be liable for any damages thereto or loss or theft thereof.
11. **Renewal.** Negotiations for a new contract will begin at least 4 months prior to the completion of the current term of agreement, with agreement of a new contract or termination finalized on or before 1 month prior to the complete of the current term of agreement.

12. **Term.** The term of this agreement is July 1, 2024 to December 31, 2024.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.

Contractor

By:



Matthew Hokanson, Contractor

City of Owatonna

By:

Tom Kuntz, Mayor

and

By:

Kris Busse, City Administrator



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Parks and Recreation Fees Manual Update

Purpose:

Request City Council approval of the proposed 2024 Fees Manual Updates.

Background:

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

The 2024 Fees Manual was approved at the December 5, 2023, City Council meeting. The proposed updates to the 2024 fees manual provide adjustments to season passes and programming occurring in Fall 2024 and sales for 2025 program registrations and season passes that open in Fall 2024.

Budget Impact:

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

Staff Recommendation:

Staff recommends approval of the proposed 2024 Fees Manual Updates.

Attachments:

1. Fees Manual - 2024 Proposed Rate Updates

Owatonna Parks and Recreation

Fees Manual 2024

Aquatics	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
River Spring Waterpark Admission				
Daily Fee 48" and up (per person)	\$7.50			3
Daily fee under 48" (per person)	\$5.50			3
Daily fee 5pm-close (per person)	\$5.00			3
River Springs Water Park Season Pass				
Individual	\$90.00			3
Standard season pass (Family of 3)	\$190 (approved 6/6/23)			3
Standard season pass - each additional family member	\$23 (approved 6/6/23)			3
Nanny Pass	\$50.00			3
Lake Kohlmier PLUS Pass-Per Person	\$18.00			3
Punch Cards				
Punch Card (10 punches)	\$70.00			3
Punch Card (30 punches)	\$180.00			3
River Springs Waterpark Programming				
Log Rolling	\$4.00			3
Tiny Tot Time 48" and above	\$7.50			3
Tiny Tot Time under 48"	\$5.50			3
Lap Swim/Water Walking	\$4.00			3
Morning Water Aerobics	\$4.00			3
Evening Water Aerobics	\$5.00			3
Birthday Party				
Birthday Party 5-9 guests (tax was included in 2022 prices)	\$95.00			4
Birthday Party 10-15 guests	\$135.00			4
Birthday Party 16-25 guests	\$170.00			4
Birthday Party 26-35 guests	\$230.00			4
Group Rates				
Group Rate 20-40 guests 48" and taller	discontinuing height pricing for groups			4
Group Rate 20-40 guests under 48"	discontinuing height pricing for groups			4
Group Rate 41+ guests 48" and taller	discontinuing height pricing for groups			4
Group Rate 41+ guests under 48"	discontinuing height pricing for groups			4
Group Rate 20-40 Guests	\$5.00			4

Owatonna Parks and Recreation

Fees Manual 2024

Group Rate 41+ Guests	\$4.50			4
River Springs Waterpark Private Rental				
2 Hour Private Rental (0-200 people)	\$1,170.00			4
2 Hour Private Rental (201-300 people)	\$1,607.50			4
2 Hour Private Rental (301-400 people)	\$2,045.00			4
2 Hour Private Rental (401-500 people)	\$2,552.00			4
2 Hour Private Rental (501-600 people)	\$3,027.50			4
2 Hour Private Rental (601-715 people)	\$3,537.50			4
4 Hour Private Rental (0-200 people)	\$1,452.00			4
4 Hour Private Rental (201-300 people)	\$1,968.00			4
4 Hour Private Rental (301-400 people)	\$2,484.00			4
4 Hour Private Rental (401-500 people)	\$2,944.00			4
4 Hour Private Rental (501-600 people)	\$3,404.00			4
4 Hour Private Rental (601-715 people)	\$3,980.00			4
River Springs Waterpark Private Lap Lane Rental				
1 Hour - per lane (during staffed hours)	\$18.00			4
1 Hour - per lane (during private hours)	\$18.00 + Lifeguard Rental Rate			4
West Hills Pool				
Water Aerobics – One Day/Week	\$5.50			3
Water Aerobics – Two Days/Week	\$11.00			3
Water Aerobics – Three Days/Week	\$16.50			3
Owatonna Middle School Pool (OMS)				
Lap Swim	\$5.00			3
Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times)	\$80.00			3
Open Swim	\$5.00			3
Lifeguard Rental	\$26.00			4
Swimming Lessons				
Swimming Lessons	\$48.00			2
Private Swimming Lessons (1 person)	\$115.00			4
Private Swimming Lessons (2 people)	\$175.00			4
Red Cross Training				
Lifeguard Training (BL)	\$195.00			4
Lifeguard Review	\$130.00			4
WSI (BL)	\$235.00			4
Lifeguard Instructor Training	N/A	\$225.00	9/1/2024	4
CPR/AED/First Aid Certification	N/A	\$95.00	9/1/2024	4
CPR/AED/First Aid Instructor	N/A	\$280.00	9/1/2024	4
CPR/AED/First Aid Certification Challenge	N/A	\$65.00	9/1/2024	4
Aquatic Programs & Events				
Egg Splash	\$2 per person			2

**Owatonna Parks and Recreation
Fees Manual 2024**

Ducky Dash	RSWP Daily Admission			1-2
The Lazy Mile	\$5.00			4
Pool Bingo	\$5.00			4

Owatonna Parks and Recreation Fees Manual 2024

West Hills Tennis & Pickleball Center	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Passes (Does not include tax)				
Tennis/Pickleball Couple (9 months) Sept 1-May 31	\$391.50 (approved 6/6/23; effective 9/1/23)	\$403.25	7/1/2024	4
Tennis/Pickleball Couple (12 months) Sept 1–Aug 31	\$416.75 (approved 6/6/23; effective 9/1/23)	\$429.25	7/1/2024	4
Tennis/Pickleball Family (9 months) Sept 1–May 31	\$424.50 (approved 6/6/23; effective 9/1/23)	\$437.24	7/1/2024	4
Tennis/Pickleball Family (12 months) Sept 1–Aug 31	\$463.00 (approved 6/6/23; effective 9/1/23)	\$476.89	7/1/2024	4
Tennis/Pickleball Individual (9 months) Sept 1–May 31	\$303.25 (approved 6/6/23; effective 9/1/23)	\$312.35	7/1/2024	4
Tennis/Pickleball Individual (12 months) Sept 1–Aug 31	\$330.75 (approved 6/6/23; effective 9/1/23)	\$340.67	7/1/2024	4
Tennis/Pickleball Junior (9 months) Sept 1–May 31	\$171.00 (approved 6/6/23; effective 9/1/23)	\$176.13)	7/1/2024	4
Tennis/Pickleball Junior (12 months) Sept 1– Aug 31	\$185.25 (approved 6/6/23; effective 9/1/23)	\$190.81	7/1/2024	4
Tennis/Pickleball Couple (5 months) Jan 1-May 31	n/a	\$252.00	7/1/2024	4
Tennis/Pickleball Family (5 months) Jan 1-May 31	n/a	\$271.00	7/1/2024	4
Tennis/Pickleball Individual (5 months) Jan 1-May 31	n/a	\$193.65	7/1/2024	4
Tennis/Pickleball Junior (5 months) Jan 1-May 31	n/a	\$109.20	7/1/2024	4
Court Fee (per half hour)	\$2.50	\$3.00	7/1/2024	4
Ball Machine (per half hour)	\$3.00			4
Guest Rate Individual Month Pass	\$54 (approved 6/6/23; effective 9/1/23)	\$56.00	7/1/2024	4
Guest Rate (Singles 1 hour)	Discontinued	Discontinued		4

**Owatonna Parks and Recreation
Fees Manual 2024**

Guest Rate (Singles 1.5 hours)	Discontinued	Discontinued		4
Guest Rate (Doubles 1 hour)	Discontinued	Discontinued		4
Guest Rate (Doubles 1.5 hours)	Discontinued	Discontinued		4
Guest Rate (2 hours of play per person)	\$19.00	\$20.00	7/1/2024	4

Owatonna Parks and Recreation

Fees Manual 2024

Brooktree Golf Course	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Season Passes (Does not include \$15 surcharge per person or tax)				
All Season Pass Packages: Purchase 2025 Season Pass between December 1 - 31, 2024 at 2024 Season Rates	NA	2024 Year Rates	12/1/2024 - 12/31/24	4
Adult (Base) Age 33-61	\$886.00	\$975.00	1/1/2025	4
Senior Age 62+/Weekday M-F	NA	\$876.00	1/1/2025	4
Senior Age 62-79	\$797.00	Discontinue/ merged with Weekday M-F only Rate	11/30/24	4
Super Senior Age 80+	\$710.00	\$780 (Discontinuing, except for 2024 Super Senior pass holders renewing)	12/1/24	4
Young Adult Age 26-32	\$665.00	\$730.00	1/1/2025	4
Future Age 18-25	\$443.00	\$487.00	1/1/2025	4
Junior Age 5-17	\$310.00	\$341.00	1/1/2025	4
Weekday M-F only	\$710.00	Discontinue/ merged with Sr Rate	11/30/24	4
Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each child to age 25)	Base + \$250 each	\$275.00	1/1/2025	4
Additional Child 5-17	Base + \$125 each	\$137.00	1/1/2025	4
Carts (Does not include tax)				
Annual Trail Fee – Personal Cart	\$350.00	\$385.00	1/1/2025	4
Daily Trail Fee - Personal Cart	\$12.00	\$13.00	1/1/2025	
Annual Cart – Single (½ cart)	\$460.00	\$500.00	1/1/2025	4
Annual Cart – Double (Full)	Discontinued			4
Annual Cart – Additional Daily rounds	Discontinued			
9-Hole Cart Rental	\$13.00	\$13.00		4
18-Hole Cart Rental	\$20.00	\$20.00		4
Pull Cart Rental - 9 Hole	\$5.00	\$5.00		4
Pull Cart Rental - 18 Hole	\$9.00	\$9.00		4

Owatonna Parks and Recreation Fees Manual 2024

Green Fees (Includes surcharge, does not include tax)				
9-Holes Weekday (M-F)	\$23.00	\$25.00		4
9-Holes Weekend	\$27.00	\$30.00		4
18-Holes Weekday (M-F)	\$35.00	\$38.00		4
18-Hole Weekend	\$39.00	\$44.00		4
Junior Rate (5-17)	50% of Standard Rate			4
Senior rate (62+)	90% of Standard Rate			4
Patron Card 25% discount on all green fees (non-transferrable, card holder only), 10% discount on merchandise (no special orders). Does not apply to cart rentals (Does not include \$15 surcharge or tax)	\$93.00	\$102.00		4
Lessons:	Approved as of 6/18/24-pending			
1 hour lessons	\$40.00			4
5 package - 1 hour lessons	\$150.00			4
Tournament: Minimum of 12 golfers is required to qualify for outing and tournament rates. (Prices do not include tax.)				
9-Holes	discontinued			4
18-Holes Weekday	discontinued			4
18-Holes Weekend	discontinued			4
18-Holes	\$65.00			4
Carts for Riders/Spectators	\$44.00			4
Big Cup Event (additional fee)	\$275.00			4

Owatonna Parks and Recreation Fees Manual 2024

Rentals	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Shelters				
Daily Rental-Small Pavilions	\$80.00			4
Daily Rental- Large Pavilions	\$100.00			4
Morehouse Chalet	\$175.00			4
Central Park Stage	\$250.00			4
Tennis & Fitness Center				
Fitness Center Activity Room	\$45 per hour			4
Basketball Court per hour	\$45 per hour			4
Tennis Court – Group Rental (2 weeks or more in advance)	\$22.00			4
Tennis Court – Group Rental (less than 2 weeks in advance)	\$24.00			4
Swimming Pool	\$70 per hour			4
Social Commons				
Multipurpose Room Standard Rate per hour	\$60.00			4
Multipurpose Room Non-Profit Rate per hour	\$40.00			3
Multipurpose Room with Kitchen Standard Rate per hour	\$75.00			4
Multipurpose Room with Kitchen Non-Profit Rate per hour	\$55.00			3
West Meeting Room 2 nd floor Standard Rate per hour	\$40.00			4
West Meeting Room 2 nd floor Non-Profit Rate per hour	\$30.00			3
Program Room 2 – Standard Rate per hour	\$20.00			4
Program Room 2 – Non-Profit Rate per hour	\$15.00			3
Board Room – Standard Rate per hour	\$40.00			4
Board Room – Non-Profit Rate per hour	\$30.00			3
Lake Kohlmier				
Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)	\$6.50			3
Summer Individual Pass	\$25 + Tax			3
Large Group Rental	\$115 for 2 hours (10 Vessels)			4
LK Plus Pass (includined in RSWP Section)	\$18.00 per person			

Owatonna Parks and Recreation

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Diamond Fields Rental	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model																																																				
Games: Game Standard rental is per game and includes the following: *Exclusive use of the field *Concession stands *Field prepped *Field chalked *Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments. Premier Field: Dartt’s Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park Secondary Field: Manthey Park (Baseball), McKinley (1 field) Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields) <table><tr><th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr><tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr><tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr><tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr><tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr><tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr><tr><td>Lights</td><td>■</td><td></td><td></td></tr><tr><td>PA System</td><td>■</td><td></td><td></td></tr><tr><td>Turf Management</td><td>■</td><td></td><td></td></tr><tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr><tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Grandstand</td><td>■</td><td></td><td></td></tr></table> Must make reservation 72 hours in advance, permit holder is responsible for: trash pickup on grounds, bleachers/seating, dugout and concessions and raking around bases, home plate and pitcher mound.		Premier	Secondary	Basic	Irrigation	■	■		Dugouts	■	■		Bleacher	■	■	■	Concessions	■	■		Fence/Gates	■	■		Scoreboard	■			Lights	■			PA System	■			Turf Management	■			Restrooms	■	■		Player Benches	■	■	■	Grandstand	■			Game fee: Per game Tournament fee: Per day per field <u>Premier Field</u> Base Rate: \$125 Teen Program ages 13-18: \$68.75 (45% discount) Youth Program ages 0-12: \$56.25 (55% discount) <u>Secondary Field</u> Base Rate: \$95 Teen Program ages 13-18: \$52.25 (45% discount) Youth Program ages 0-12: \$42.75 (55% discount) <u>Basic Field</u> Base Rate \$75 Teen Program ages 13-18: \$41.25 (45% discount) Youth Program ages 0-12: \$33.75 (55% discount)			2-4
	Premier	Secondary	Basic																																																					
Irrigation	■	■																																																						
Dugouts	■	■																																																						
Bleacher	■	■	■																																																					
Concessions	■	■																																																						
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PA System	■																																																							
Turf Management	■																																																							
Restrooms	■	■																																																						
Player Benches	■	■	■																																																					
Grandstand	■																																																							
Additional add-ons for Tournaments																																																								
Concession Stand for Tournaments	\$50 per day			4																																																				

Owatonna Parks and Recreation Fees Manual 2024

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

Owatonna Parks and Recreation

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Adult & Youth Programs	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Adult Sports				
Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Fall Men's Softball Fee (Player & Team Fee Combined) 10 games	\$425.00			4
Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs	\$425.00			4
Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs	\$60.00			4
Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs	\$40.00			4
Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs	\$50.00			4
Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Tennis and Pickleball Drop-In Leagues/Programs	Season Pass Holder \$5/Non-Season Pass holder \$10	Season Pass Holder \$6/Non-Season Pass holder \$15	9/1/2024	
Tennis UTR/USTA Tournaments	\$20-\$50 (based on Tournament Level)			4
Pickleball DUPR Matchplay	Season Pass Holder \$5/Non-Season Pass holder \$10			4
Women's Thursday Morning Drill	\$10.00			4
Noon Basketball	\$125.00			4
Youth Sports Programs				
T-Ball	\$46.00			3
Mini Sluggers Baseball	\$52.00			3
Little League Baseball Level 1 (Grade 2)	\$70.00			3
Little League Baseball Level 2 (Grade 3-4)	\$90.00			3
Soccer	\$55.00			3
Boys Lacrosse	Discontinued			3
Girls Lacrosse	Discontinued			3
Football (Grade 1-2)	\$35.00			3

Owatonna Parks and Recreation Fees Manual 2024

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

Owatonna Parks and Recreation Fees Manual 2024

Adult Leisure Pursuits/50+ Programming	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Membership - 2024	\$40+Tax			4
Membership - Prorated	NA	Remainer of year + tax	6/19/2024	
Membership - 2025		\$45 +Tax (\$5 discount with reuse of membeship card)	6/19/2024	
Regular Programs	\$0-\$20 +Tax	\$0-\$30 +Tax	6/19/2024	4
Trips (cost range)	\$20-\$125 +Tax	\$20-\$150 +Tax	6/19/2024	4
Adaptive Recreation	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Adaptive Recreation weekly programs (cost varies depending on supplies needed)	\$0-\$14			3
Bowling League – Weekly rate	Bowling Alley Rate + \$2.25	Bowling Alley Rate + \$2.50	1/1/2025	4
Special Events/Family Programs	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Bold & Cold - Winter Weekend Out/GEMS Days - Summer Weekend Out programs (fees vary per activity)	0-\$10			1
Rec on the Go	\$0.00			1
Family Recreation Programs	\$5-\$8			3-4
Camps	\$25-\$90			3-4
Private Group Lesson Range (Fishing, Archery, Geocaching, etc)	\$50 - \$100 Per Hour			4
Snowshoe Rentals	\$5 Per Day			4
OTHER	2024 Current Fee	2024 Fee Updates (proposed 6/18/24)	Effective Date	Cost Recovery Model
Late Fee	\$25.00			4
Late Fee Adult Softball & Volleyball Team	\$150/team			4
Late Fee Adult Bag Toss	\$25/team			4

Owatonna Parks and Recreation Fees Manual 2024

Owatonna Soccer Association - Spring/Summer Player Fee (City Limits)	\$50.00			3
Owatonna Soccer Association - Spring/Summer Player Fee (Outside City & County Limits)	\$60.00			4
Owatonna Soccer Association - Fall Player Fee (City Limits)	\$15.00			3
Owatonna Soccer Association - Fall Player Fee (Outside City & County Limits)	\$25.00			4

**Owatonna Parks and Recreation
Fees Manual 2024**

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2024/2025 Proposed		2024/2025 Proposed
W/ Court Fee (3%)		62% of 9 month membership
\$403.25	Tennis/Pickleball Couple (5 months) Jan 1-May 31	\$252.00
\$429.25		
\$437.24	Tennis/Pickleball Family (5 months) Jan 1-May 31	\$271.00
\$476.89		
\$312.35	Tennis/Pickleball Individual (5 months) Jan 1-May 31	\$193.65
\$340.67		
\$176.13	Tennis/Pickleball Junior (5 months) Jan 1-May 31	\$109.20
\$190.81		
\$3.00		
\$3.00		
\$56.00		

**Owatonna Parks and Recreation
Fees Manual 2024**

\$20.00



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Annual Statement of Work and Fee Agreement - CivicRec

Purpose:

Request City Council approval of the CivicRec Annual Statement of Work and Fee agreement.

Background:

CivicRec is the Recreation Management Software solution used by the Parks and Recreation Department for Program Registration and Facility Reservation operations. The original CivicRec agreement was established as a multi-year agreement with a fixed annual rate. That agreement is scheduled to expire on 6/29/24. The new agreement is a 1-year term, annually auto-renewing, unless a termination notice is provided 60 days prior to the renewal date.

CivicRec is one of several CivicPlus software solutions the City utilizes. Looking ahead, the IT department intends to explore the strategy of merging all CivicPlus software solutions into one agreement for efficiency and cost savings. If this initiative comes to fruition, the individual CivicRec agreement will be terminated and included in that comprehensive agreement.

Budget Impact:

The fee associated with this agreement is encompassed within the City Council approved Parks and Recreation Administration general operating program budget. Under this new agreement, there will be a 5% increase (\$885) compared to the rate of the expiring agreement. Subsequently, each renewal period will entail a 5% increment annually.

Staff Recommendation:

Staff recommends approval of the CivicRec Statement of Work and Fee Agreement.

Attachments:

1. Owatonna - Updated Statement of Work

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-62801-1
2/5/2024 2:05 PM
OWATONNA,
MINNESOTA

QTY	Product Name	DESCRIPTION
1.00	CivicRec Annual Renewal	CivicRec Annual Fee
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicRec Pay Annual Fee - Global Payments Integrated	CivicRec Pay Annual maintenance and support fee
Annual Recurring Services - Initial Term		USD 18,585.00
Annual Recurring Services - (Subject to Uplift)		USD 19,470.00

1. This renewal Statement of Work ("SOW") is between Owatonna ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 6/29/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

5/21/2024



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Contract for Services - Speaker at OHRC 2025 MLK Jr. Day Event - Seema Pothini

Purpose:

Council approval of the Contract for Services Agreement with Seema Pothini for presentation next January on Martin Luther King Jr. Day.

Background:

The Owatonna Human Rights Commission(OHRC) host an annual event for Martin Luther King Jr. Day. Plans are being made for the 2025 event to be held on Monday, January 20, 2025. Ms. Pothini spoke during the event this year with a presentation that was on topic, interesting and well received. The OHRC Commission received many requests for Ms. Pothini to speak at future events.

2024 was the first year the event was held during the noon hour and was well attended. Obtaining the key-note speaker is the first step in preparing for the 2025 event.

Budget Impact:

\$2,500. - The OHRC receives a budget allocation each year for their activities. Also, co-sponsors may contribute towards the expense of this event. Riverland Community has co-sponsored the MLK Jr. Day event for the last two years and more co-sponsorships will be pursued for next year's event.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 2025 MLK Jr Day Event - Speaker Contract



CONTRACT FOR SERVICES

This contract entered into the 11th day of June, 2024, between the Owatonna Human Rights Commission Dr. King Day Planning Group (herein after referred to as the HRC) and Seema Pothini, (herein after referred to as the PRESENTER). The terms of the contract are as follows:

I. The PRESENTER shall:

A. Be available for 2.5 hours (90 minute presentation and facilitated conversation, 30 minute tech check/set-up, 30 minutes post presentation for individual questions) on Monday, January 20, 2025, at an event in honor of Dr. King Day. Specific content will be finalized after a discussion with commission members or city staff, but will focus on Dr. King's messages of not remaining silent in the face of harm or inequities, along with humanizing each other regardless of aspects of identity (race, socioeconomics, language, (dis)ability, age, etc.).

B. Meet with representative(s) from the HRC for a period of up to 1 hour virtually (phone or video call) no later than 1 month prior to the event to learn about and discuss current issues, who will be attending, and any updated concerns so that the presentation can be tailored to meet specific needs.

C. Be available via email to answer questions pertaining to advertising, planning, etc., in order to help ensure a successful event.

II. The HRC shall:

A. Pay the presenter a total of \$2,500. Payment includes all travel expenses, preparatory work, meeting time, and individual meetings via email/phone as needed.

B. Reserve the right to reschedule or move to online format due to an emergency, such as weather-related closing, to a different date that works for all parties no later than June 1, 2025

III. Condition of Payment:

No payment shall be made under this contract for any services performed in a manner inconsistent with federal, state or local law, rule or regulation. Payment is due, in full, no later than 30 days after the presentation

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

Seema G. Pothini

Presenter Name

Signature & Date

06/10/2024

HRC Representative

Signature and Date

RECAP:

\$	25,508.40	Advanced Audio & Lighting Syst - Council Chambers audio/video renovations
	79,745.00	Brown Bear Corporation - sawtooth paddle aerator
	28,022.76	Central Farm Service - Fleet fuel
	33,887.50	ESRI
		- Annual Enterprise agreement software/maintenance - \$31,000.00
		- Annual ARCGIS Enterprise Mobile Worker subscription - \$2,887.50
	114,533.00	League of MN Cities Ins Trust - quarterly Workers Comp premium July - Sept 2024 - \$114,533.00
	475,100.00	Legence Subsidiary Holdings LLC
		- Merrill Hall pay est #5 & 6 - \$464,550.00
		- Facility needs consulting \$10,550.00
	100,977.87	Nero Engineering - WWTF Upgrade & Expansion May 2024
	752,841.75	Rice Lake Construction Group - WWTP Expansion Est #24
	39,187.00	Seal King - seal coat & crack seal
	<u>260,029.90</u>	OTHER EXPENDITURES
	1,909,833.18	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

RECAP:

\$	25,508.40	Advanced Audio & Lighting Syst - Council Chambers /v Renovations
	79,745.00	Brown Bera Corporation - sawtooth paddle aerator
	28,022.76	Central Farm Service - Fleet fuel
	33,887.50	ESRI
		- Annual Enterprise agreement software/maintenance - \$31,000.00
		- Annual ARCGIS Enterprise Mobile Worker subscription - \$2,887.50
	114,533.00	League of MN Cities Ins Trust - quarterly Workers Comp premium July - Sept 2024 - \$114,53
	475,100.00	Legence Subsidiary Holdings LLC
		- Merrill Hall pay est #5 & 6 - \$464,550.00
		- City Owatonna Community Center \$10,550.00
	100,977.87	Nero Engineering - WWTF Upgrade & Expansion May 2024
	752,841.75	Rice Lake Construction Group - WWTP Expansion Est #24
	39,187.00	Seal King - seal coat & crack seal
	<u>260,029.90</u>	OTHER EXPENDITURES
	1,909,833.18	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					
378417	06/18/24	88 TACTICAL	795.00	0	Regular
378418	06/18/24	A FAMILY FIRST INSURANCE	50.00	0	Regular
378419	06/18/24	AARON GUZMAN PHOTOGRAPH LLC	2,000.00	0	Regular
378420	06/18/24	ADAM DOUGLAS MARSHALL	700.00	0	Regular
378421	06/18/24	ADB SAFEGATE AMERICAS LLC	429.73	R	ACH
378422	06/18/24	ADVANCED AUDIO & LIGHTING SYST	25,508.40	0	Regular
378423	06/18/24	ALEXANDER LUMBER COMPANY	513.49	0	Regular
378424	06/18/24	AMANDA GILBERTSON	50.00	0	Regular
378425	06/18/24	AMERICAN BACKFLOW PRODUCTS CO	189.64	0	Regular
378426	06/18/24	ANNISSA HIGHFIELD	50.00	0	Regular
378427	06/18/24	APG MEDIA OF SO MINNESOTA LLC	976.50	0	Regular
378428	06/18/24	ARELY GUADALUPE CORTEZ PEREZ	200.00	0	Regular
378429	06/18/24	ARNOLD'S OF MANKATO INC	285.88	0	Regular
378430	06/18/24	AVFUEL CORPORATION	17,892.80	R	ACH
378431	06/18/24	BAKER & TAYLOR BOOKS	936.48	R	ACH
378432	06/18/24	BRIAR BONIN	29.90	0	Regular
378433	06/18/24	BROWN BEAR CORPORATION	79,745.00	0	Regular
378434	06/18/24	CARQUEST	608.00	0	Regular
378435	06/18/24	CEDAR VALLEY SERVICES INC	207.49	R	ACH
378436	06/18/24	CEMSTONE CONCRETE MATERIAL LLC	735.00	0	Regular
378437	06/18/24	CEMSTONE PRODUCTS CO	290.33	0	Regular
378438	06/18/24	CENTRAL FARM SERVICE	28,022.76	0	Regular
378439	06/18/24	CIVICPLUS LLC	3,213.00	R	ACH
378440	06/18/24	CLIFTONLARSONALLEN LLP	7,035.00	0	Regular
378441	06/18/24	CLUB CADDIE	500.00	0	Regular
378442	06/18/24	CLUB CAR LLC	975.00	0	Regular
378443	06/18/24	CORPORATE RECOGNITION	996.00	R	ACH
378444	06/18/24	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
378445	06/18/24	CRANE CREEK ASPHALT	1,115.18	R	ACH
378446	06/18/24	CRW ARCHITECTURE + DESIGN INC	13,730.00	0	Regular
378447	06/18/24	CULLIGAN OF OWATONNA	15.56	R	ACH
378448	06/18/24	CURT'S TRUCK & DIESEL SERVICE	38.64	R	ACH
378449	06/18/24	CUSTOM COMMUNICATIONS INC	2,870.86	0	Regular
378450	06/18/24	DAJ Enterprises LLC	1,042.00	R	ACH
378451	06/18/24	DAKOTA SUPPLY GROUP	746.61	R	ACH
378452	06/18/24	DARLA LAGER	209.58	0	Regular
378453	06/18/24	DAVIS MECHANICAL SYSTEMS INC	134.82	R	ACH
378454	06/18/24	DEAN'S WESTSIDE TOWING	300.00	R	ACH
378455	06/18/24	DH ATHLETICS LLC	3,779.26	0	Regular
378456	06/18/24	DLL FINANCE LLC	9,151.00	0	Regular
378457	06/18/24	EARL F ANDERSEN & ASSOC	1,772.10	0	Regular
378458	06/18/24	EMPLOYEE STRATEGIES INC	2,377.08	R	ACH
378459	06/18/24	ESRI	33,887.50	R	ACH
378460	06/18/24	FIRE PROTECTION SERVICES	3,187.82	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378461	06/18/24	FIRST SUPPLY OWATONNA	1,105.19	R	ACH
378462	06/18/24	FLAHERTY & HOOD PA	3,542.50	R	ACH
378463	06/18/24	FOUR SEASONS ELECTRIC	1,333.72	R	ACH
378464	06/18/24	GEORGIA SCHROM	61.42	0	Regular
378465	06/18/24	GLEN WOLF	50.00	0	Regular
378466	06/18/24	GOODIN COMPANY	84.11	0	Regular
378467	06/18/24	GREGORY J COUSINS	415.00	0	Regular
378468	06/18/24	HAWKINS INC	12,275.58	R	ACH
378469	06/18/24	HDS LLC	240.00	R	ACH
378470	06/18/24	HEIMAN INC	403.65	R	ACH
378471	06/18/24	HELEN M NAGEL INC	150.00	0	Regular
378472	06/18/24	HILLYARD INC	2,202.47	0	Regular
378473	06/18/24	HORIZON COMMERCIAL POOL SUPPLY	1,864.87	R	ACH
378474	06/18/24	HUBER SUPPLY CO INC	17.05	0	Regular
378475	06/18/24	IFACS	139.10	R	ACH
378476	06/18/24	INNOVATIVE OFFICE SOLUTIONS	887.84	0	Regular
378477	06/18/24	INTERNATIONAL OWL CENTER	635.00	0	Regular
378478	06/18/24	JAMES E JAYES	400.00	0	Regular
378479	06/18/24	JM ACQUISITION LLC	346.12	0	Regular
378480	06/18/24	JONES HAUGH & SMITH INC	2,473.55	0	Regular
378481	06/18/24	KARA SEILER	50.00	0	Regular
378482	06/18/24	KATHLEEN STARR	50.00	0	Regular
378483	06/18/24	KEEKER INC	359.40	R	ACH
378484	06/18/24	KERRY WECKMAN	50.00	0	Regular
378485	06/18/24	KOWZ-FM	500.00	R	ACH
378486	06/18/24	LARRY THORNHILL	224.00	0	Regular
378487	06/18/24	LAURA PETTY	50.00	0	Regular
378488	06/18/24	LAWSON AUTOMOTIVE LLC	246.88	R	ACH
378489	06/18/24	LAWSON PRODUCTS	778.64	0	Regular
378490	06/18/24	LEAGUE OF MN CITIES	65.00	0	Regular
378491	06/18/24	LEAGUE OF MN CITIES INS TRUST	114,533.00	0	Regular
378492	06/18/24	LEGACY SIGNS INC	670.50	R	ACH
378493	06/18/24	LEGENCE SUBSIDIARY HOLDINGS LL	475,100.00	R	ACH
378494	06/18/24	LINDER DIGITAL	1,180.00	0	Regular
378495	06/18/24	LOKEN EXCAVATING & DRAINAGE	105.32	R	ACH
378496	06/18/24	MACQUEEN EQUIPMENT CO	3,136.37	R	ACH
378497	06/18/24	MAGTECH AMMUNITION CO INC	2,389.19	0	Regular
378498	06/18/24	MANKE'S OUTDOOR EQUIP & APPL	67.45	R	ACH
378499	06/18/24	MARCO TECHNOLOGIES LLC	655.09	R	ACH
378500	06/18/24	MARIE RIDGEWAY LICSW LLC	160.00	R	ACH
378501	06/18/24	MATTHEW R HOKANSON	950.61	R	ACH
378502	06/18/24	MCFOA	50.00	0	Regular
378503	06/18/24	MELISSA WORKE	50.00	0	Regular
378504	06/18/24	METRO SALES INC	433.92	0	Regular
378505	06/18/24	MID-AMERICAN RESEARCH CHEMICAL	248.11	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378506	06/18/24	MIDWEST TAPE LLC	1,906.59	R	ACH
378507	06/18/24	MIKE'S REPAIR	1,203.90	R	ACH
378508	06/18/24	MN DEPT OF TRANSPORTATION	591.61	0	Regular
378509	06/18/24	MN GOLF ASSOCIATION	2,940.00	0	Regular
378510	06/18/24	MN PETROLEUM SERVICE	519.00	0	Regular
378511	06/18/24	MN VALLEY TESTING LABS INC	1,798.00	R	ACH
378512	06/18/24	MRI SOFTWARE LLC	25.00	R	ACH
378513	06/18/24	MTI DISTRIBUTING INC	2,715.80	R	ACH
378514	06/18/24	NAPA AUTO PARTS	26.08	R	ACH
378515	06/18/24	NEAR NORTH TITLE GROUP	100.00	0	Regular
378516	06/18/24	NERO ENGINEERING	100,977.87	R	ACH
378517	06/18/24	NORTHLAND FARM SYSTEMS	235.46	R	ACH
378518	06/18/24	OAK GLENN	9,681.87	R	ACH
378519	06/18/24	OWATONNA AREA CHAMBER OF COMM	19,375.97	0	Regular
378520	06/18/24	OWATONNA FLOOR COVERING	702.80	0	Regular
378521	06/18/24	OWATONNA HEATING & COOLING INC	2,080.00	0	Regular
378522	06/18/24	OWATONNA MOTOR COMPANY	.00	0	Regular
378523	06/18/24	OWATONNA PUBLIC UTILITIES	2,667.54	R	ACH
378524	06/18/24	OWATONNA RENT N SAVE	100.33	0	Regular
378525	06/18/24	OWATONNA SOFTBALL ASSN	4,690.00	0	Regular
378526	06/18/24	OWATONNA VETERINARY HOSPITAL	271.18	0	Regular
378527	06/18/24	OWT HARDWARE	452.02	0	Regular
378528	06/18/24	PAAPE COMPANIES INC	378.06	R	ACH
378529	06/18/24	PAL'S MACHINING INC	35.00	R	ACH
378530	06/18/24	PDI	45.30	0	Regular
378531	06/18/24	PEPSI COLA OF ROCHESTER	2,892.00	0	Regular
378532	06/18/24	PHONE STATION INC	383.00	0	Regular
378533	06/18/24	PIONEER MANUFACTURING COMPANY	2,655.00	R	ACH
378534	06/18/24	PLUNKETT'S PEST CONTROL INC	274.87	R	ACH
378535	06/18/24	RCM SPECIALTIES	789.66	0	Regular
378536	06/18/24	RDO EQUIPMENT CO	343.12	R	ACH
378537	06/18/24	REINDERS INC	962.50	R	ACH
378538	06/18/24	RENT N SAVE PORTABLE SERVICES	3,028.00	R	ACH
378539	06/18/24	RICE LAKE CONSTRUCTION GROUP	752,841.75	R	ACH
378540	06/18/24	RMB ENVIRONMENTAL LABS INC	2,140.00	0	Regular
378541	06/18/24	ROOT RIVER HARDWOODS INC	812.48	0	Regular
378542	06/18/24	SAFE-FAST INC	1,736.79	R	ACH
378543	06/18/24	SCOTT F LIMBERG	1,150.00	R	ACH
378544	06/18/24	SEAL KING	39,187.00	R	ACH
378545	06/18/24	SELCO	2,323.78	R	ACH
378546	06/18/24	SHERWIN WILLIAMS COMPANY	103.66	0	Regular
378547	06/18/24	SHI INTERNATIONAL CORP	3,198.57	0	Regular
378548	06/18/24	SHORT ELLIOTT HENDRICKSON INC	3,897.30	R	ACH
378549	06/18/24	SHOT IN THE DARK STUDIO	129.00	0	Regular
378550	06/18/24	SIGN PRO OF OWATONNA	70.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
378551	06/18/24	SITEONE LANDSCAPE SUPPLY INC	1,470.80	0	Regular
378552	06/18/24	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
378553	06/18/24	SRIXON CLEVELAND GOLF XXIO	617.25	0	Regular
378554	06/18/24	STAR TRIBUNE	59.83	R	ACH
378555	06/18/24	STEELE CO ATTORNEY'S OFFICE	3,596.10	0	Regular
378556	06/18/24	STEELE COUNTY TREASURER	7,686.88	0	Regular
378557	06/18/24	STEVE JAMES EXCAVATING INC	20.94	R	ACH
378558	06/18/24	STEWART COMPANIES INC	483.89	0	Regular
378559	06/18/24	STEWART SANITATION	1,729.96	0	Regular
378560	06/18/24	STREICHER'S INC	1,366.42	0	Regular
378561	06/18/24	SYMBOL ARTS LLC	260.00	R	ACH
378562	06/18/24	SYNCHRONY BANK	235.57	0	Regular
378563	06/18/24	SYNCHRONY BANK - LOWE'S	6,735.54	0	Regular
378564	06/18/24	TAYLOR MADE GOLF COMPANY INC	357.92	0	Regular
378565	06/18/24	TERRACON CONSULTANTS INC	1,732.50	R	ACH
378566	06/18/24	TERRACON CONSULTANTS INC	1,062.50	R	ACH
378567	06/18/24	TEXAS REFINERY CORP	527.50	R	ACH
378568	06/18/24	THE PENWORTHY COMPANY	285.53	0	Regular
378569	06/18/24	THOMPSON SANITATION INC	236.40	R	ACH
378570	06/18/24	TRI M GRAPHICS	1,192.83	R	ACH
378571	06/18/24	ULTRA PERFORMANCE FLOORS LLC	4,099.50	0	Regular
378572	06/18/24	UNITED WAY	100.00	0	Regular
378573	06/18/24	USABUEBOOK	1,998.93	R	ACH
378574	06/18/24	UTILITY CONSULTANTS INC	1,650.37	R	ACH
378575	06/18/24	VAN METER INC	240.47	0	Regular
378576	06/18/24	VENTURE HYDRAULICS INC	24.92	R	ACH
378577	06/18/24	VERIZON WIRELESS	542.88	0	Regular
378578	06/18/24	VESERIS	5,500.00	R	ACH
378579	06/18/24	VESSCO INC	10.50	R	ACH
378580	06/18/24	VESTIS FIRST AID	299.25	0	Regular
378581	06/18/24	VESTIS GROUP INC	603.95	0	Regular
378582	06/18/24	VIVIAN GIESEKE	43.29	0	Regular
378583	06/18/24	W W BLACKTOPPING INC	1,409.66	0	Regular
378584	06/18/24	WALBRAN & FURNESS CHARTERED	6,216.62	R	ACH
378585	06/18/24	WEST PUBLISHING CORPORATION	610.50	R	ACH
378586	06/18/24	XCEL ENERGY	47.06	0	Regular

96	Checks total:	386,173.44
74	ACH total:	1,523,659.74
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
170	GRAND TOTALS	1,909,833.18



CITY OF
OWATONNA

Resolutions



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 57-24 VAR-19 Fence Height Variance - ISD #761

Purpose:

Act on the resolution with regards to VAR-15 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the property at 333 School Street East.

Background:

See attached staff report.

Budget Impact:

None.

Staff Recommendation:

The Planning Commission recommends approval of VAR-15 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence at 333 School Street East.

Attachments:

1. Resolution 57-24 VAR-19 Fence Height - ISD #761
2. VAR-19 ISD 761 Fence Variance

RESOLUTION NO. ____-24
A RESOLUTION APPROVING VARIANCE VAR-19

WHEREAS, Application VAR-19, by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the property and legally described as follows:

Attached as Exhibit A

; and

WHEREAS, The Planning Commission held a public hearing on June 11, 2024 and recommended approval of VAR-19; and

WHEREAS, on June 11, 2024, the City Council accepted and approved Variance VAR-19, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as follows:

- 1) The property is zoned R-1 Single Family Residential.
- 2) The variance application was published and notice was provided to property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
- 3) A public hearing was held at the Planning Commission on June 11, 2024.
- 4) The variance is in harmony with the general purposes and intent of the Ordinance.
- 5) The request is in general alignment with the Comprehensive Plan.
- 6) The circumstances of the property are not entirely caused by the landowner.
- 7) The variance request does differentiate in the fencing height to solve the security issued.
- 8) The variance will not alter the essential character of the neighborhood.

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said variance be and the same hereby is approved with the following provisions:
 - A) A building permit and structural engineering are required for the fence.

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

Passed and adopted this 18th day of June, 2024, with the following vote:

Aye __; No __; Absent __.

Approved and signed this 18th day of June, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

Legal Description

June 7, 2024

To: Planning Commission

From: Greg Kruschke, Community Development Manager

RE: VAR-15 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the property.

Application Review:

Applicant/Owner	WOLD Architects on behalf of ISD 761
Location of Property	333 School Street E
Zoning Map	R-1 Single Family Zoning
Zoning Ordinance	Ordinance 157.051(D)(1)(b) states that a fence cannot exceed 7' in height within a Residential Zoning District.
Report Attachment	Location map Aerial photo Site plan Building plan Project Narrative

Proposed Development

- VAR-15 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the property.
- The School District is proposing 3 areas of 8' tall fencing. The fences are all proposed to be 8' tall and contain slats within the chain link.
- The purpose of the fencing is to provide security on the site.
- **The following is from the applicant's application:**
 - o The new storage building project will include a fence which exceeds the 7'-0" height requirement of rear and side yards in residential districts. The new fence will be 8'-0" high chain link to secure the area by deterring trespassers. Since the purpose of the fence is to enclose the storage building, security is of utmost importance.

The placement of the fence and gate will align with the north side of the storage building and tie into existing fencing and walls of the grandstands and facilities building on the east and west. This provides security for all vehicles and equipment stored on site by the school district while maintaining public parking to the west between the fence and S Grove Ave. The distance of the fence to a

public way is about 245'. Given the distance from a public way and the fence's adjacency to buildings, which are larger than the surrounding residential buildings, the additional 1'-0" of height will be in line with the rest of the site and thus will be visually negligible to the public.

- Staff does not feel that there is a difference nor has the applicant proven the difference and need to raise the fence height from 7' to 8'.

FINDINGS OF FACT

1. The property is zoned R-1 Single Family Residential.
2. The variance application was published and notice was provided to property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. A public hearing was held at the Planning Commission on June 11, 2024.
4. The variance is not in harmony with the general purposes and intent of the Ordinance.
5. The request is in general alignment with the Comprehensive Plan
6. The circumstances of the property are entirely caused by the landowner.
7. The variance request does not differentiate in the fencing height to solve the security issue.
8. The variance will alter the essential character of the neighborhood.

Public Comment

At the time of this staff report, no comments have been submitted via written comments, e-mail, or phone.

Staff Recommendation

Staff recommends denial of the variance to allow an 8' tall fence where only a 7' tall fence is permitted. As code permits, the applicant will be permitted to install a fence up to 7' in total height.

Planning Commission:

Application VAR-19; which is a request by Kelly Snyder, Wold Architects, on behalf of ISD 761 for an eight (8) foot tall fence on the property where code only permits a seven (7) foot tall fence on the subject property located at 333 School Street East; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 6:00 p.m. No comments were made regarding this request. Public hearing closed at 6:01 p.m. Meier said it is pretty straightforward request and he sees no issues with it. A motion was made by Meier to approve VAR-19. Meier withdrew his motion to allow for the question. Eickhoff asked why there is a seven foot requirement. Kruschke said it used to be that anything over six feet required a building permit. Our code allows for seven feet fences. There are building codes that come into play with eight feet. Bob Olson said that the chillers are eight feet and they wanted to have less of that showing to the public. If seven feet is the way it is, that's the way it is. Peake asked about the existing fence around the track area. Olson said he believes there is fencing that is above eight feet due to it being on top of a retaining wall. A motion was made by Eickhoff and seconded by Meier to recommend City Council approval of VAR-19, a request for an eight (8) foot tall fence where only a seven (7) foot tall fence is permitted with the Findings of Fact:

- 1) The property is zoned R-1 Single Family Residential.
- 2) The variance application was published, and notice was provided to property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
- 3) A public hearing was held at the Planning Commission on June 11, 2024.
- 4) The variance is in harmony with the general purposes and intent of the Ordinance.
- 5) The request is in general alignment with the Comprehensive Plan.
- 6) The circumstances of the property are not entirely caused by the landowner.
- 7) The variance request does differentiate in the fencing height to solve the security issued.
- 8) The variance will not alter the essential character of the neighborhood.

and the following condition:

- 1) A building permit and structural engineering are required for the fence.

Commissioners voting Aye: Eickhoff, Meier, Rooks, Wilson. Commissions voting No: Peake. 4 to 1, the motion carried.



CUP-16 & VAR-19
333 School Street East

1:2,383

Date: 5/29/2024
Page 139 of 289

District Office parking:
1 stall per 300 sf
@ 48,000 sf = 160 stalls

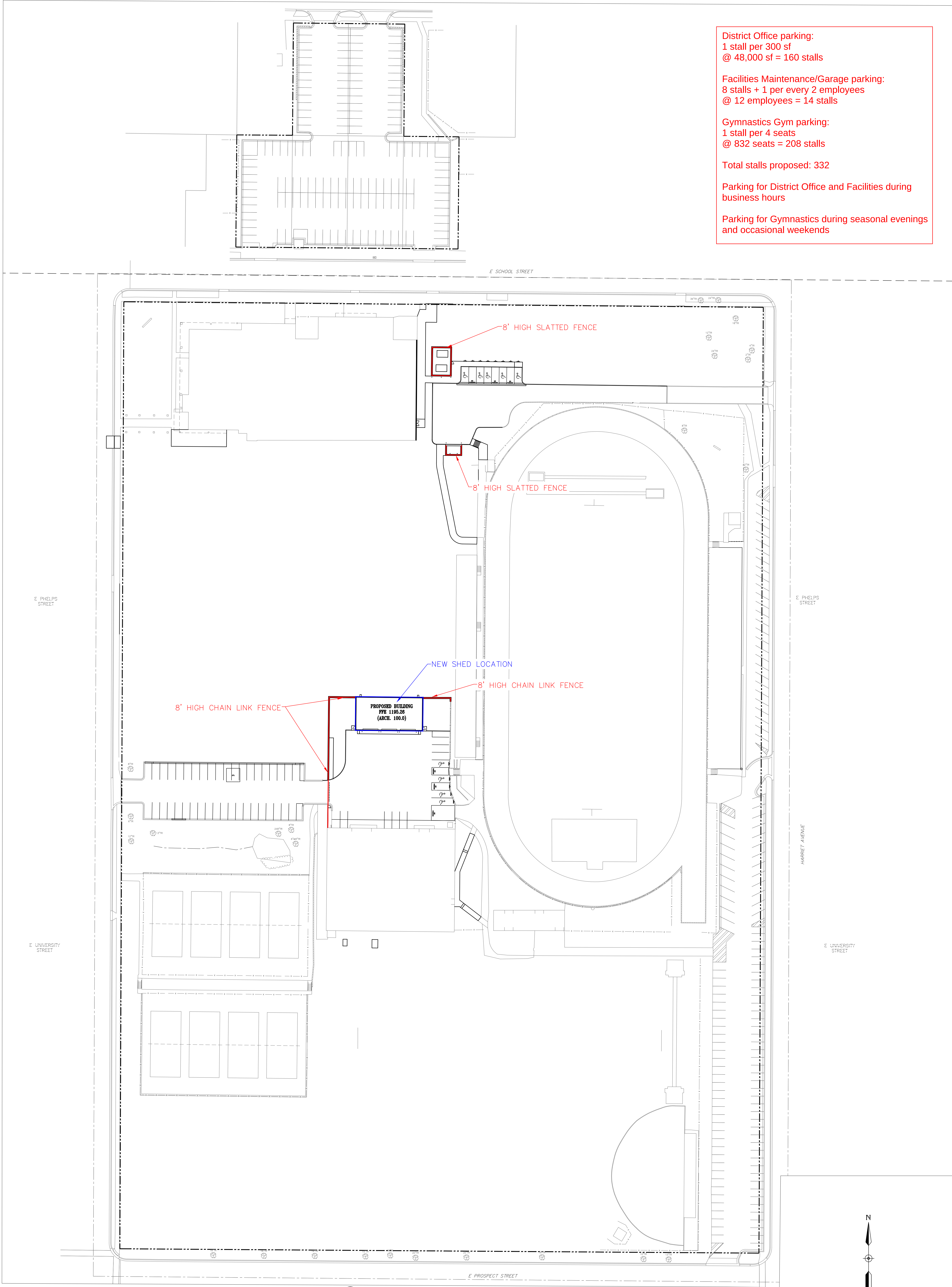
Facilities Maintenance/Garage parking:
8 stalls + 1 per every 2 employees
@ 12 employees = 14 stalls

Gymnastics Gym parking:
1 stall per 4 seats
@ 832 seats = 208 stalls

Total stalls proposed: 332

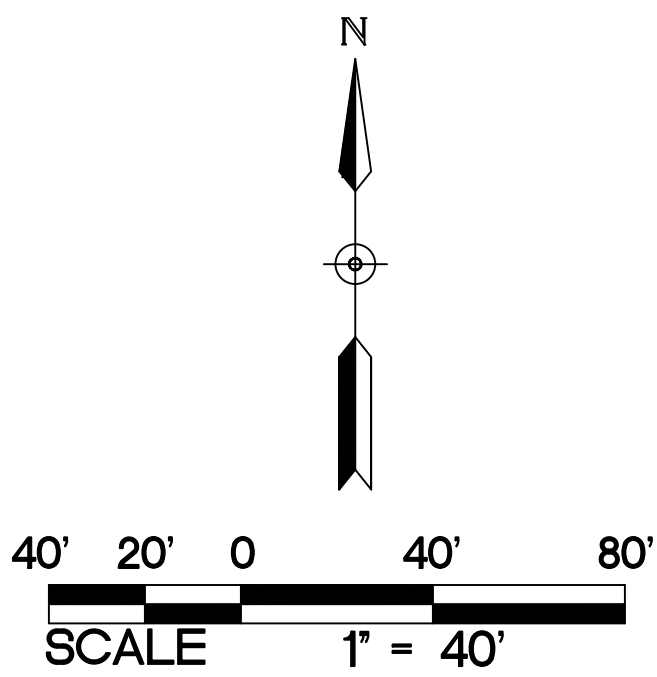
Parking for District Office and Facilities during business hours

Parking for Gymnastics during seasonal evenings and occasional weekends



EXTERIOR PARKING STALL COUNT	
EXISTING PARKING STALLS	365
PROPOSED PARKING STALLS	339
EXISTING ADA STALLS	7
PROPOSED ADA STALLS	9

1 EX. OWATONNA EXISTING HIGH SCHOOL SITE PLAN
1" = 30'





To: Greg Kruschke, City of Owatonna

From: Kelly Snyder | KS

Date: May 22, 2024

Comm. No: 242040

Subject: Independent School District #761
Vehicle Garage Project Narrative

As a result of the construction of the new Owatonna High School, the old high school has been demolished except for a portion of which will now be the Owatonna District Office and Facilities Maintenance Building. Due to the limitations of the Facilities Building, the Owatonna School District plans to provide a new vehicle garage on the property for additional vehicle and equipment storage. This allows the Facilities Building to be used primarily for maintenance, office, and shop purposes while protecting the fleet indoors.

This project will provide indoor parking space for up to 12 vehicles. Its adjacency to the Facilities Building provides easy access to perform maintenance and store the District's vehicles without disturbing the neighborhood. There will be a fence and locked gate to enclose the buildings from the public parking lot on South Grove Avenue. This will ensure that the District's property is secure and protected from vandalism, theft, and other damage. Providing indoor storage for these vehicles also greatly reduces the number of vehicles to store outside in the parking lot where they would be exposed to the elements and at greater risk of damage.

The Storage Building is also set back from the road enough to allow 40 public parking spaces in between the road and the fence. The exterior material will be fiber cement siding, which was also used on the existing Concession Building, creating a visual connection. The colors will be neutral and will complement the existing brick of the adjacent Facilities Building to create a cohesive palette on the site.

Thank you for your consideration.

KA/EDU-MN-ISD761/HS_Owatonna/242040/Admin/Letters/2024.05.22 Memo to Greg Kruschke



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 58-24 CUP-16 Accessory Structure - ISD #761

Purpose:

Act on Resolution 58-24 approving CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 square foot vehicle storage building on the subject property located at 333 School Street East.

Background:

See Attached Staff Report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 square foot vehicle storage building on the subject property located at 333 School Street East as recommended by the Planning Commission.

Attachments:

1. Resolution 58-24 CUP-16 ISD 761 Storage Building
2. CUP-16 ISD 761 Storage Garage

RESOLUTION NO. -24

A RESOLUTION APPROVING CONDITIONAL USE CUP-16

WHEREAS, Conditional Use No. CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 sq ft vehicle storage building on the subject property, and is legally described as follows; and

Attached as Exhibit A

WHEREAS, The Planning Commission held a public hearing on June 11, 2024 and recommended approval of CUP-16 and

WHEREAS, on June 18, 2024, the City Council accepted and approved Conditional Use CUP-16, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-16 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 - 1) Proposed fencing shall be in compliance with the action taken on VAR-19.
 - 2) No additional structures shall be permitted without a public hearing process.
 - 3) A final inspection shall be scheduled with the City once construction is completed.

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

Passed and adopted this 18th day of June, 2024, with the following vote:

Aye __; No __; Absent __.

Approved and signed this 18th day of June, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A

Legal Description

June 6, 2024

To: Planning Commission

From: Greg Kruschke, Community Development Manager

RE: CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 sq ft vehicle storage building on the subject property.

Application Review:

Applicant/Owner	Wold Architects on behalf of ISD 761
Location of Property	333 School Street E
Zoning Map	R-2, Single Family Residential District
Zoning Ordinance	Ordinance 157.040 states that a CUP is needed for additional square footage
Report Attachment	Location map Site plan Building plans Project Narrative

Proposed Development

- CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 sq ft vehicle storage building on the subject property.
- The applicant is proposing to construct a 40' x 80', 3200 square foot garage structure on the property.
- The proposed garage will have 12' tall sidewalls and a pitched, shingled roof. The structure will be sided with fiber cement siding to try and emulate the existing structures on the campus in a cost effective manner.
- The proposed garage will be able to house approximately 12 school district vehicles.
- Access to the site will be provided from the existing driveway and parking area along the north side of the tennis courts.
- The proposed garage will remove existing parking from the site. However, with the change in use and the remaining parking on the property, no additional parking is needed.
- A new fence and gate is being proposed to access this area to maintain security. The fence is discussed in the variance request.
- They currently have a number of ADA stalls shown within this fence structure. It should be noted that these stalls cannot count for the stadium as they will no longer be accessible with the installation of the gate.

- New landscaping will be installed on the west side of the garage structure including 3 trees.
- The applicant will need to amend their existing grading permit and add any additional measures that may be required through that process prior to issuance of a building permit for this structure.

FINDINGS OF FACT

1. The property is zoned R-1, Single Family Residential District.
2. Notice was provided to all property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. That a public hearing was held at the Planning Commission on June 11, 2024
4. The request is not detrimental to or will endanger the public health, safety, morals, comfort, or general welfare of the public.
5. The request is compatible with the surrounding area.
6. The request will not generate additional traffic as the site was more heavily used previously.
7. The request will not require additional public services out of the ordinary.

Public Comment

At the time of this staff report, staff has received one phone call inquiring about the request. This citizen wanted to ensure that kids would still be able to use the track, tennis courts, and grass areas.

Staff Recommendation

Staff recommends approval CUP-16 by Kelly Snyder, Wold Architects, on behalf of ISD 761, a request for a 3200 sq ft vehicle storage building on the subject property with the following conditions:

- 1) Proposed fencing shall be in compliance with the action taken on VAR-19.
- 2) No additional structures shall be permitted without a public hearing process.
- 3) A final inspection shall be scheduled with the City once construction is completed.

Planning Commission:

CUP-16; which is a request by Kelly Snyder, Wold Architects, on behalf of ISD 761 for a 3,200 square foot vehicle storage building on the subject property located at 333 School Street East; was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said they've received two calls inquiring about this request. One wanted to know if kids could still play on the grass and the other was clarifying the request. There were no concerns from those people. Public hearing opened at 5:56 p.m. No comments were made regarding this request. Public hearing closed at 5:47 p.m. Eickhoff said the request itself seems fairly simple and asked if there is a long-term plan for the site that could be shared at this time. Bob Olson, ISD 761, said as far as long-term plans, they don't know what's going to happen in the future. As of right now, the District Office is moving into the building to the north and the Maintenance Facility is moving

into the old Ag Building. Peake asked if those functions are in separate buildings now. Olson said yes, the District Office is on Bridge Street and the Maintenance Facility is near The Eagles on Rose Street. Peake said it seems to fit with the other buildings and doesn't encroach on the green space. A motion was made by Peake and seconded by Wilson to recommend City Council approval of CUP-16, a request for a 3,200 square foot vehicle storage building on the subject property located at 333 School Street East with the following conditions:

- 1) Proposed fencing shall be in compliance with the action taken on VAR-19.
- 2) No additional structures shall be permitted without a public hearing process.
- 3) A final inspection shall be scheduled with the City once construction is completed.

All Commissioners voting Aye, the motion carried.



CUP-16 & VAR-19
333 School Street East

1:2,383

Date: 5/29/2024
Page 149 of 289

District Office parking:
1 stall per 300 sf
@ 48,000 sf = 160 stalls

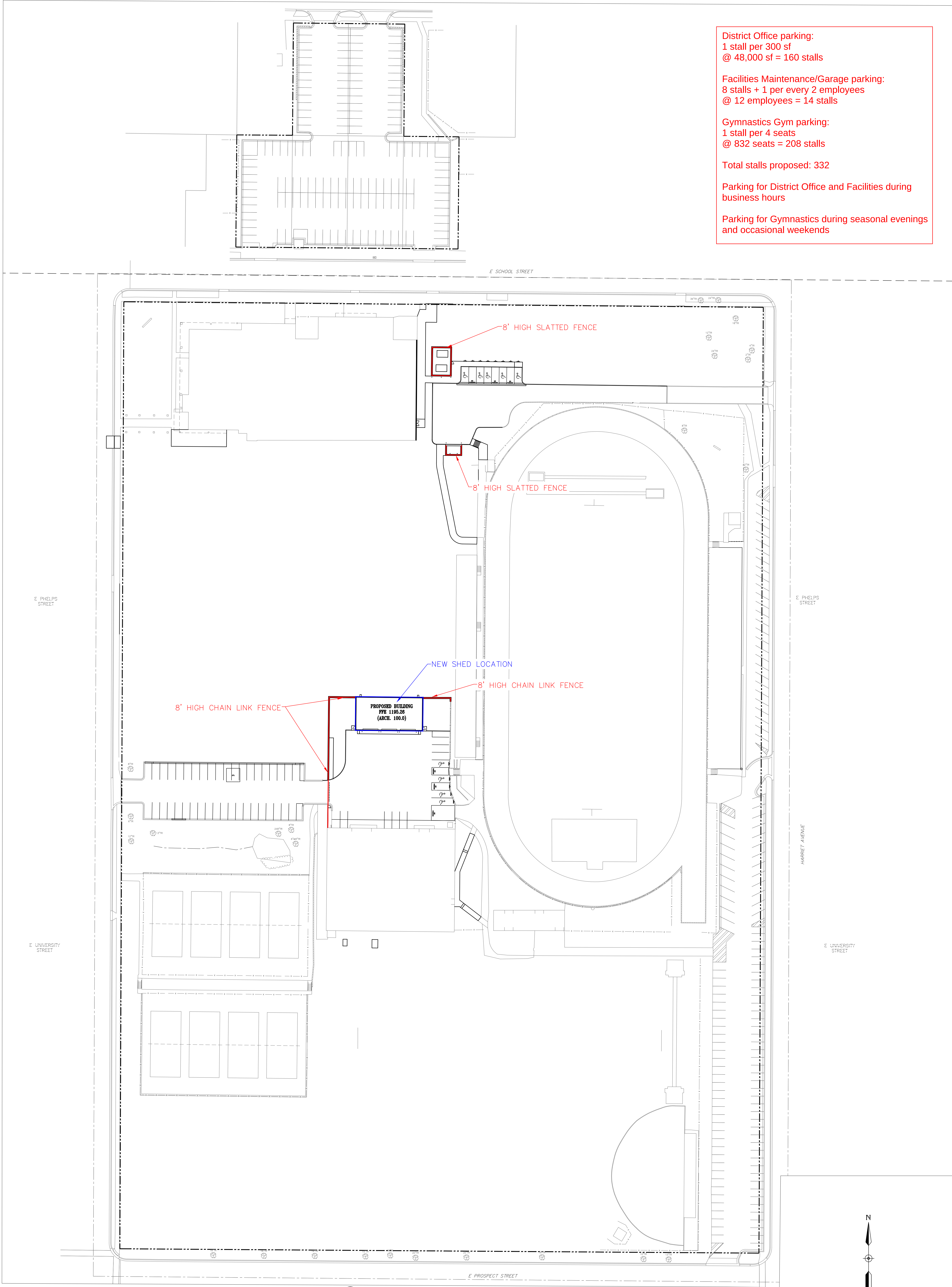
Facilities Maintenance/Garage parking:
8 stalls + 1 per every 2 employees
@ 12 employees = 14 stalls

Gymnastics Gym parking:
1 stall per 4 seats
@ 832 seats = 208 stalls

Total stalls proposed: 332

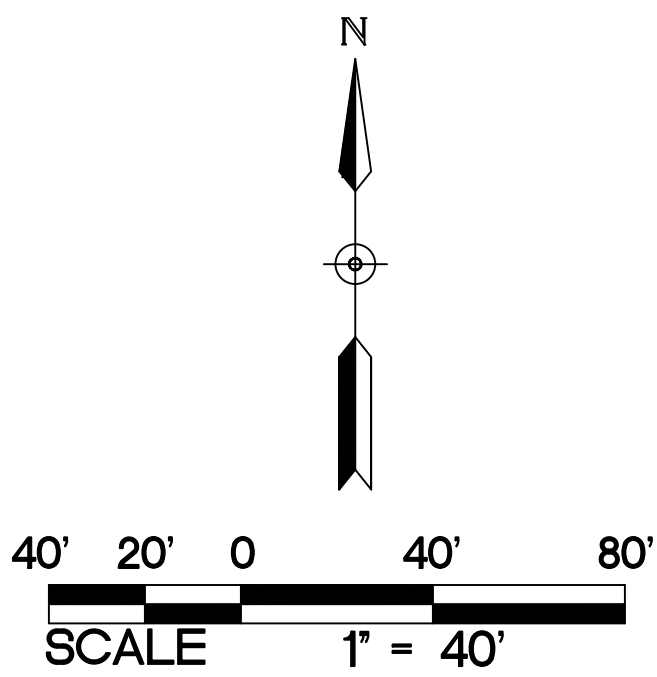
Parking for District Office and Facilities during business hours

Parking for Gymnastics during seasonal evenings and occasional weekends



EXTERIOR PARKING STALL COUNT	
EXISTING PARKING STALLS	365
PROPOSED PARKING STALLS	339
EXISTING ADA STALLS	7
PROPOSED ADA STALLS	9

1
EX. OWATONNA EXISTING HIGH SCHOOL SITE PLAN
1" = 30'



Owatonna Storage Building

333 E. School Street
Owatonna, MN 55060

242040

Independent School
District #761
515 W. Bridge Street
Owatonna, MN 55060

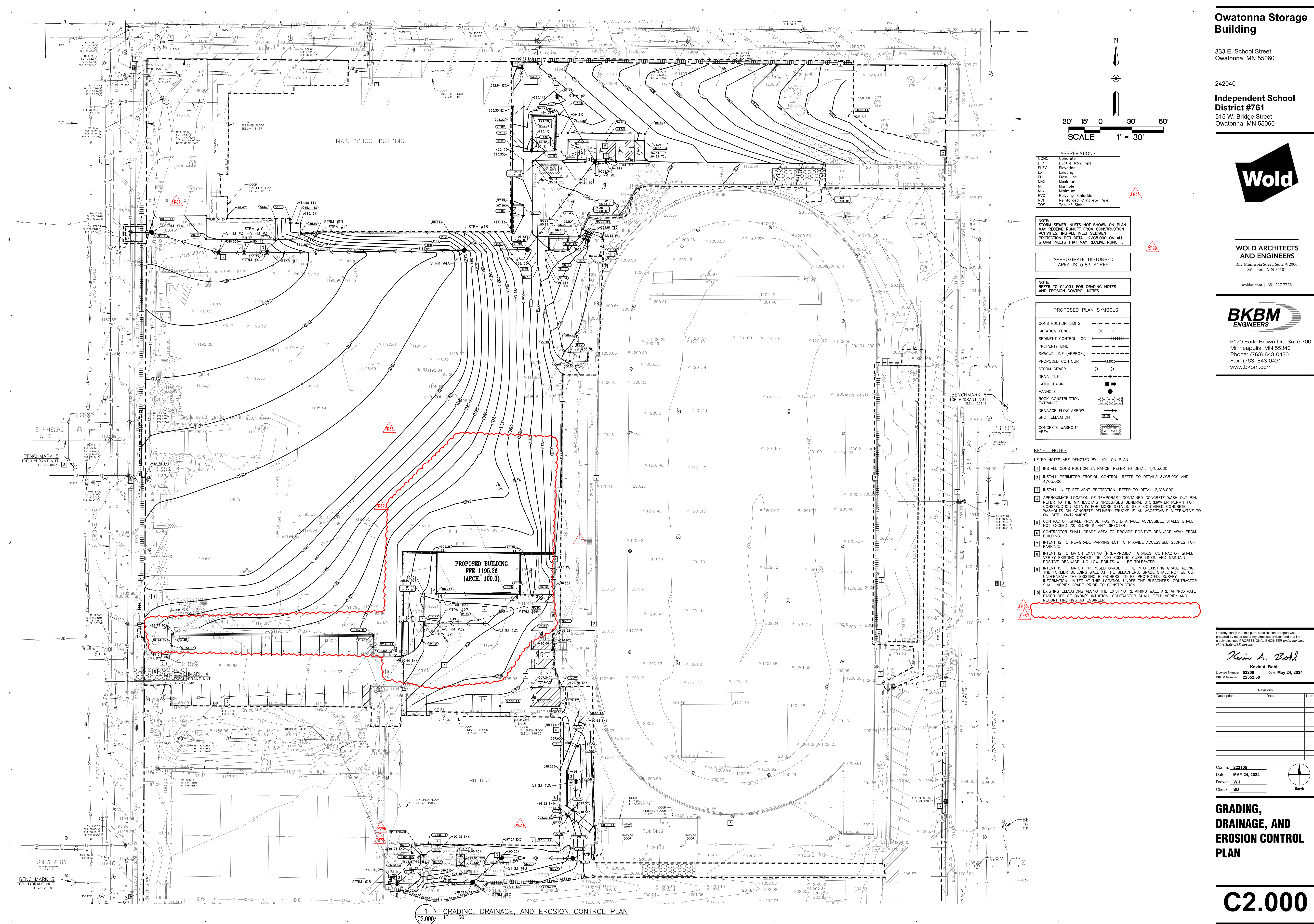
Wold

WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldac.com | 651 227 7773

BKBM
ENGINEERS

6120 Earle Brown Dr., Suite 700
Minneapolis, MN 55340
Phone: (763) 843-0420
Fax: (763) 843-0421
www.bkbm.com



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.

Kevin A. Bohl

License Number: 52209 Date: MAY 24, 2024
BKBM Number: 22352.50

Description	Revisions	
	Date	Num

Comm: 222105
Date: MAY 24, 2024
Drawn: WH
Check: SD

GRADING,
DRAINAGE, AND
EROSION CONTROL
PLAN

C2.000

333 E. School Street
Owatonna, MN 55060

242040

515 W. Bridge Street
Owatonna, MN 55060

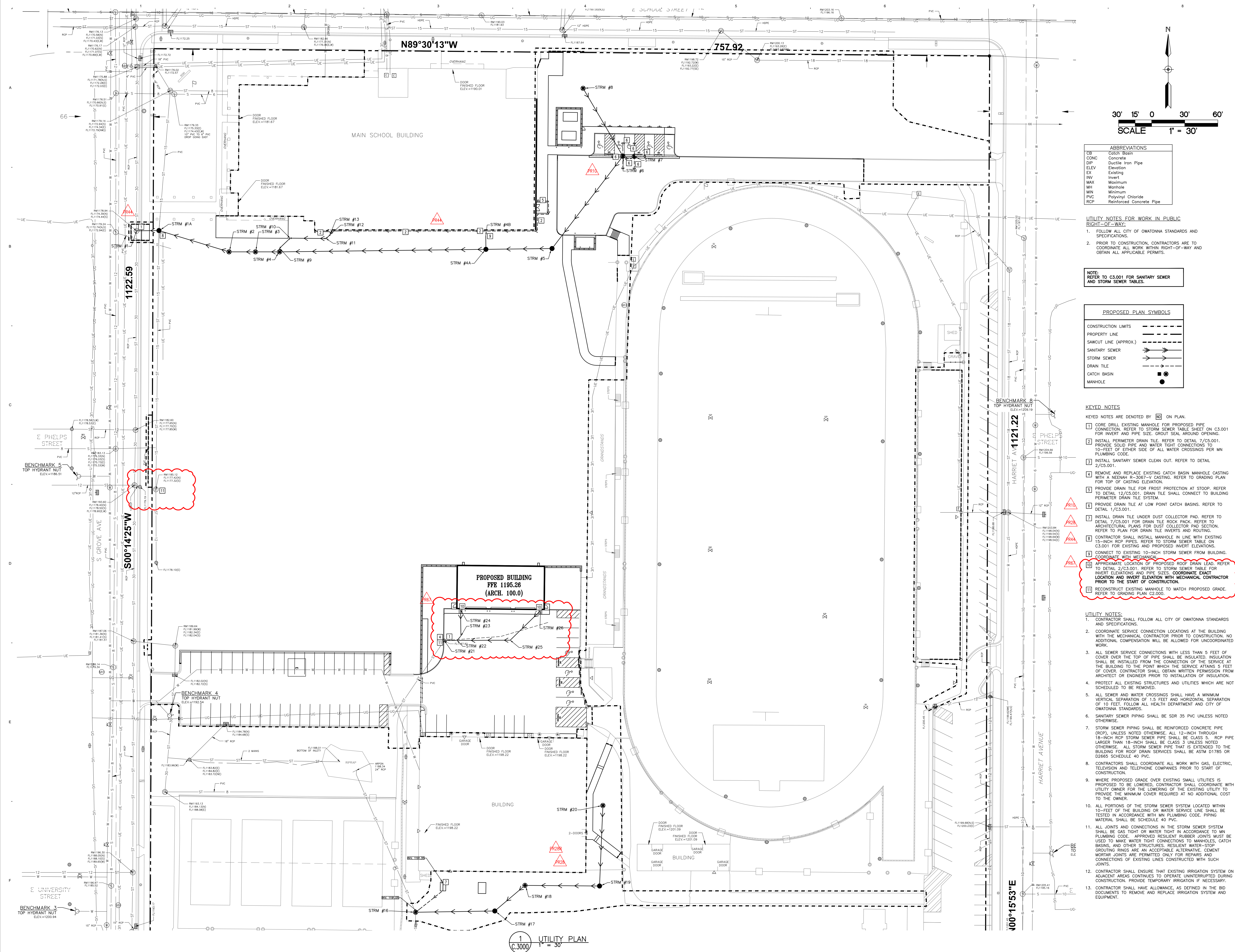


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Phone: (763) 843-0420
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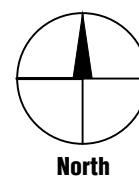
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws

Kerin A. Bohl

Kevin A. Bohl
License Number: 52209 Date May 24, 2024

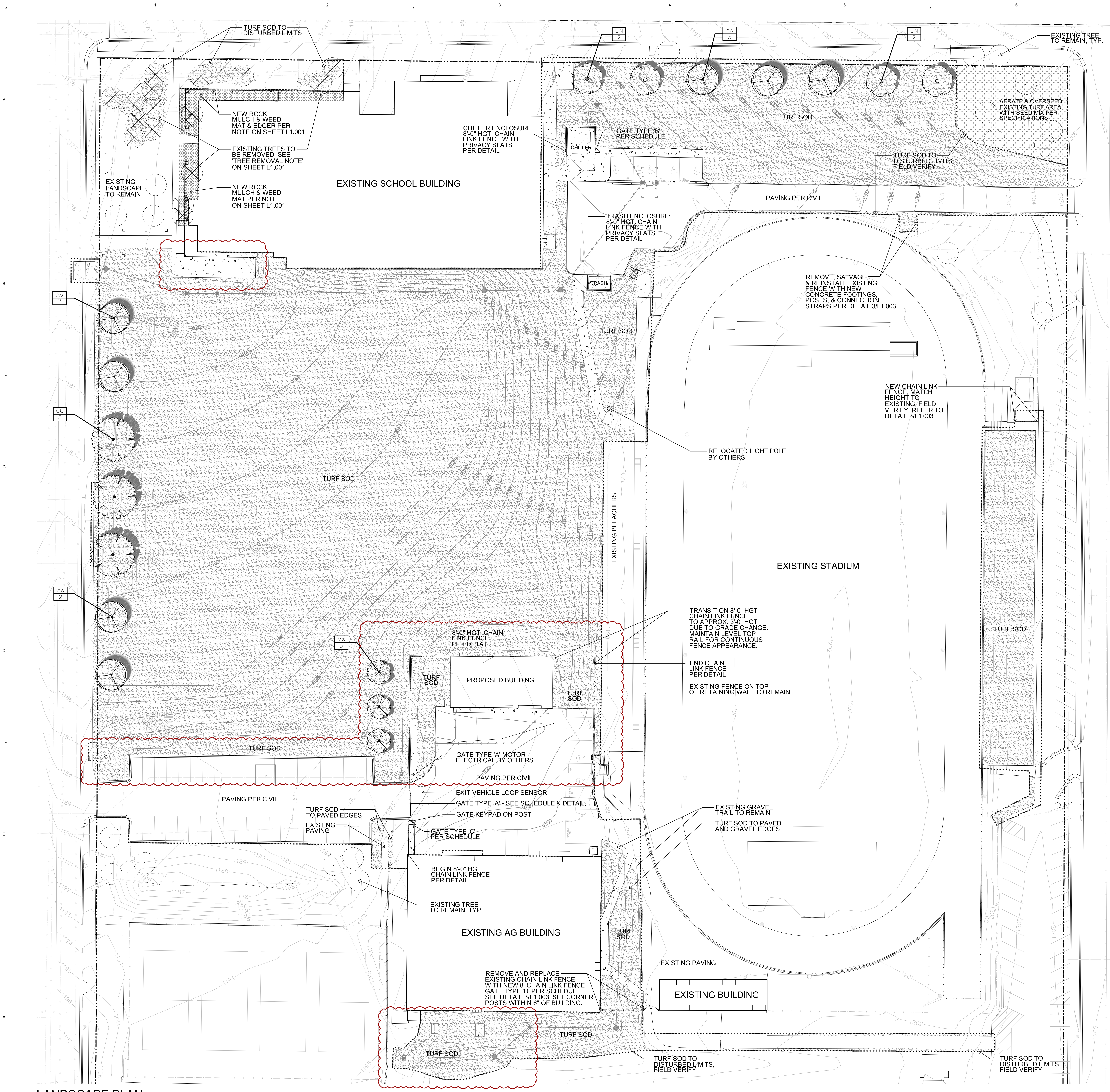
[illegible]

Comm: 222105
Date: MAY 24, 2024
Drawn: WH
Check: SD



UTILITY PLAN

C3.000



TREE REMOVAL NOTE:

WHERE INDICATED PER PLAN, THE CONTRACTOR IS REQUIRED TO REMOVE TREES AND THEIR STUMPS, REMOVE DEBRIS AND TWIGS FROM THE SITE. EXERCISE CAUTION DURING WORK AS UTILITIES ARE PRESENT IN THE AREA.

FOLLOWING TREE & STUMP REMOVAL, THE CONTRACTOR SHALL BACKFILL THE HOLES WITH IMPORTED TOPSOIL, COMPACT, AND RESTORE WITH TURF SOD TO THE DISTURBED EXTENTS.

NEW ROCK MULCH AT THE EXISTING SCHOOL BUILDING NOTE:

WHERE NEW ROCK MULCH IS INDICATED PER PLAN, THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE EXISTING COMPACTED AGGREGATE AND REPLACING WITH A 4" DEPTH OF ROCK MULCH OVER WEED MAT. WHERE ROCK MULCH AREAS ADJUT TURFED LAWN, USE PERFORATED LANDSCAPE EDGER TO MATCH THE EXISTING LANDSCAPE BED WIDTH.

REFER TO THE LANDSCAPE NOTES & SPECIFICATIONS FOR ROCK MULCH, EDGER, & WEED MAT REQUIREMENTS.

Fence Gate Schedule:

- GATE TYPE 'A': SINGLE TRACK 30' WIDE ALUMINUM SLIDE GATE KIT. NO PRIVACY SLATS, 7'-0" HEIGHT GATE, INCLUDE ROLLER GUIDES MOUNTED TO VERTICAL FENCE POSTS AND ROLLER BUMPER STOPS. GATE TO ROLL NORTH. INCLUDE GATE MOTOR, VEHICLE SENSOR, AND KEY PAD. USE RUST-PROOF CONNECTORS AND FITTINGS. SEE SPECIFICATIONS.
- GATE TYPE 'B': SINGLE 3' WIDE SWING GATE PANEL, FULL HEIGHT WITH PRIVACY SLATS.
- GATE TYPE 'C': SINGLE 3' WIDE SWING GATE PANEL, FULL HEIGHT
- GATE TYPE 'D': 6' WIDE SWING GATE PANEL PAIR (12' OPENING), FULL HEIGHT INCLUDING LOCKABLE COLLAR AND CANE PIN SET INTO PAVEMENT.
- NOTE: SUBMIT SHOP DRAWINGS FOR ALL GATES, FENCING, HARDWARE, AND PRIVACY SLAT SYSTEMS.

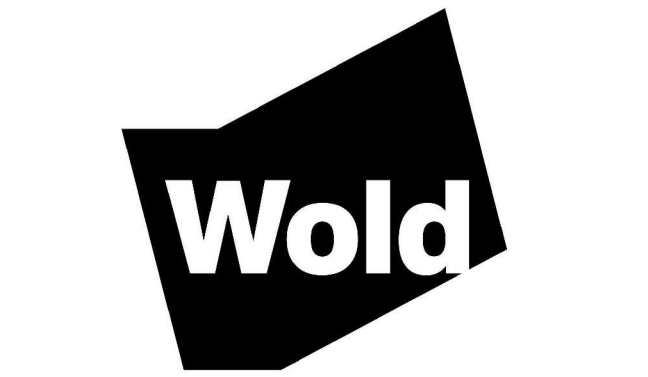
Owatonna Storage Building

333 E School St, Owatonna, MN 55060

242040

INDEPENDENT SCHOOL DISTRICT #761

515 W. Bridge Street Owatonna, MN 55060



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BKBM ENGINEERS

6120 Eskle Brown Drive, Suite 700
Minneapolis, MN 55430
Phone: (763) 843-0400
Fax: (763) 843-0401
www.bkbm.com

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 Landscape Architect under the laws of the State of Minnesota.

Benjamin D. Hartberg
License Number: 48084 Date: 05/24/2024

Description	Revisions	
	Date	Num

Comm: 242040
Date: 05/24/2024
Drawn: HL
Check: BH

LANDSCAPE PLAN

L1.001

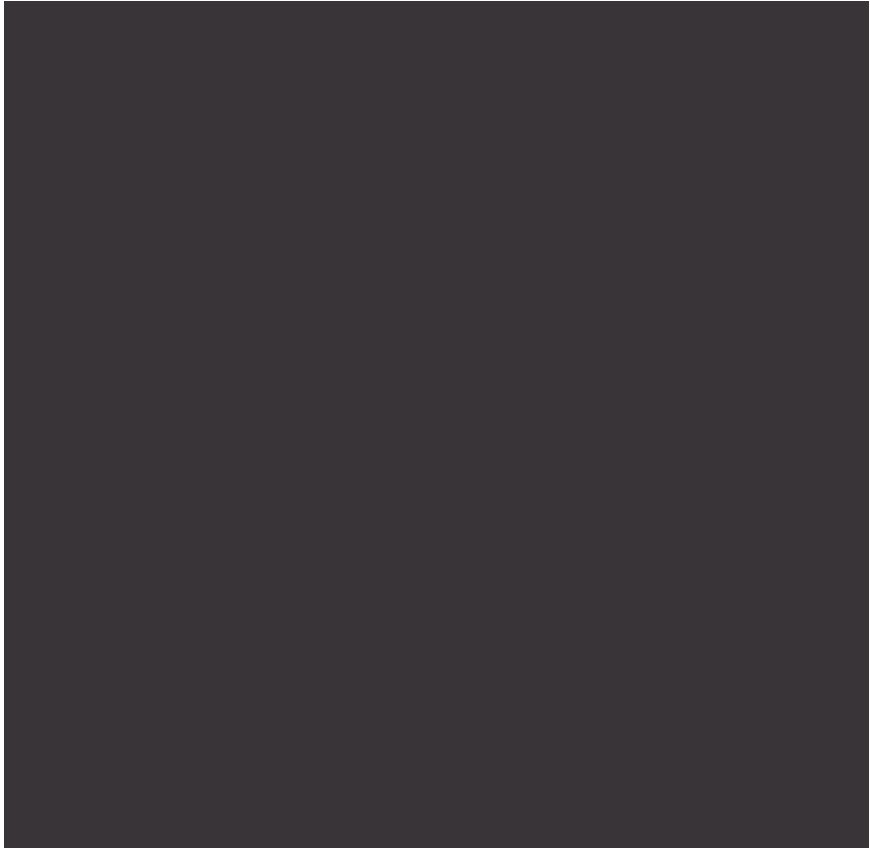
MN



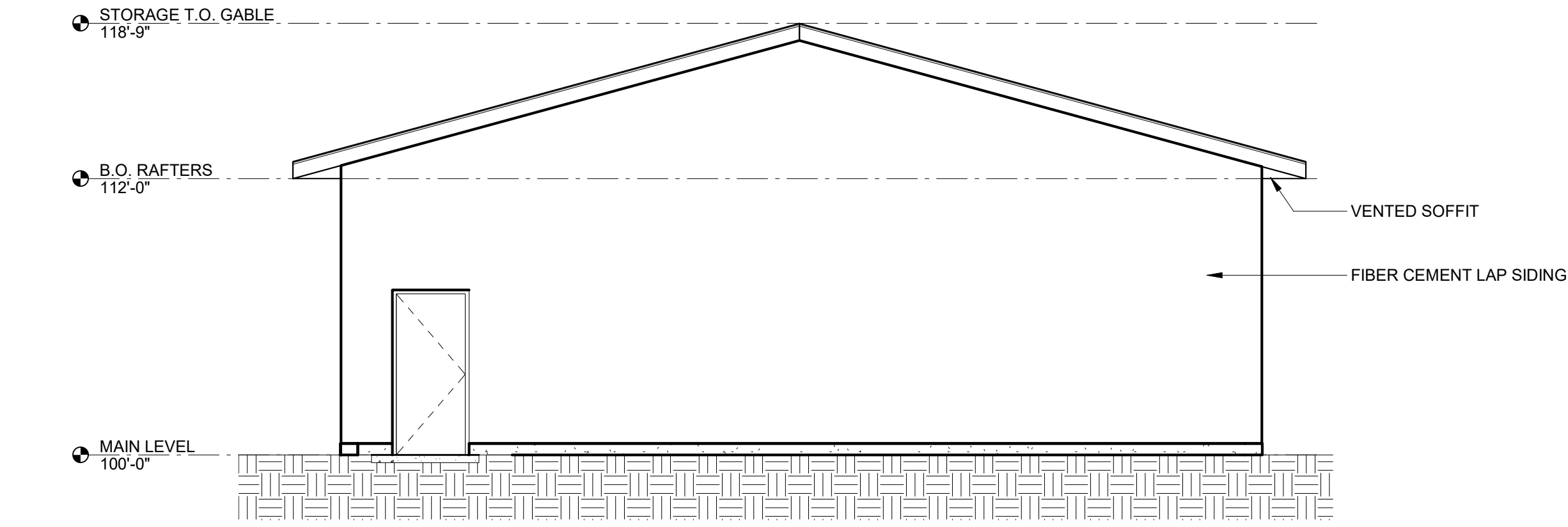
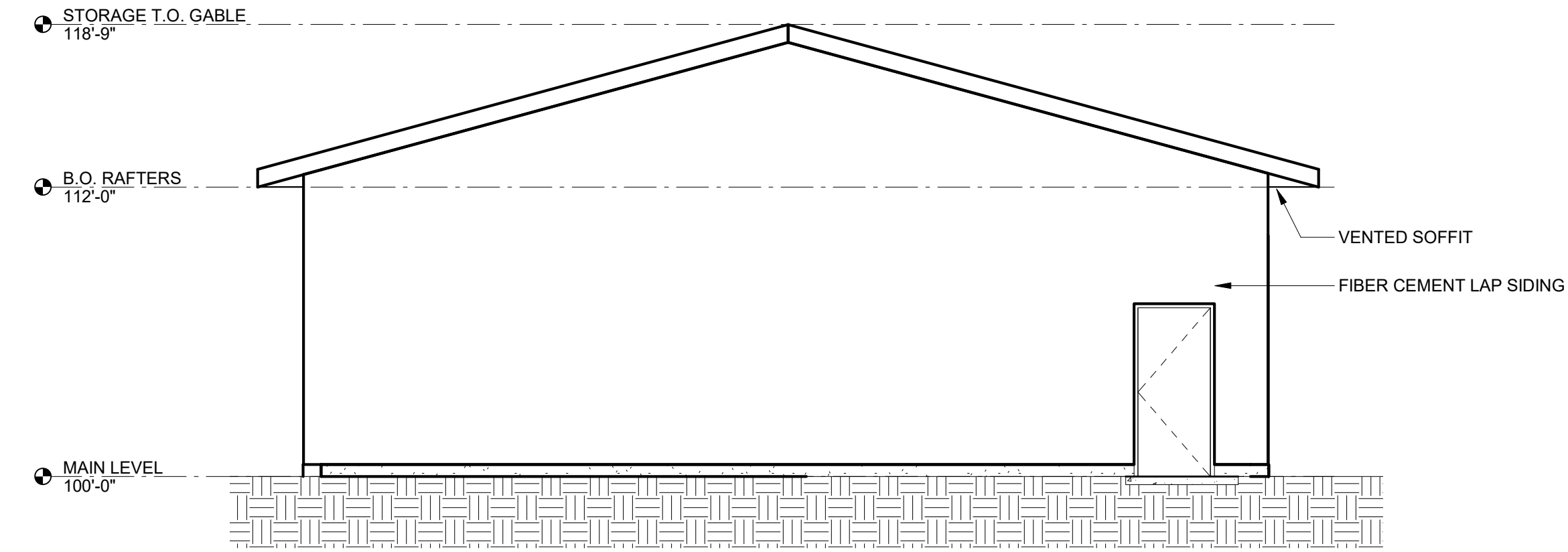
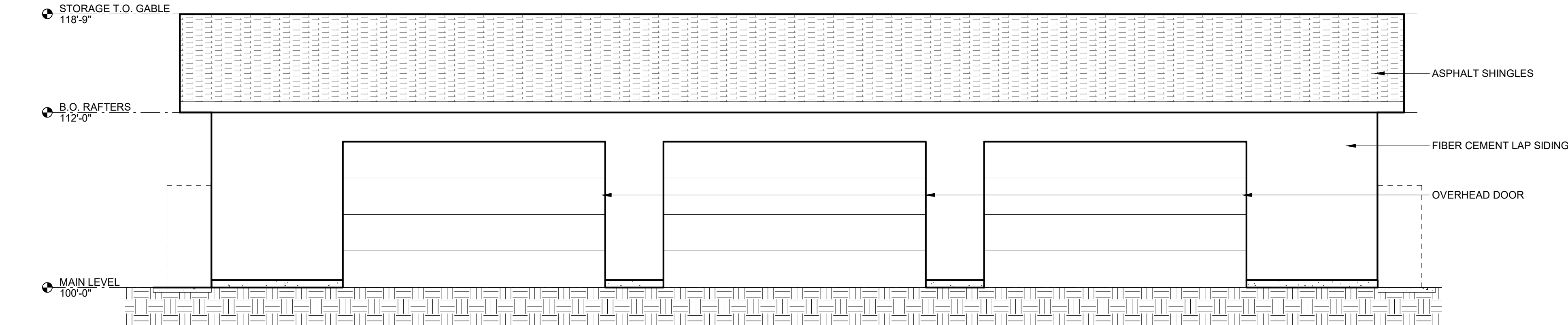
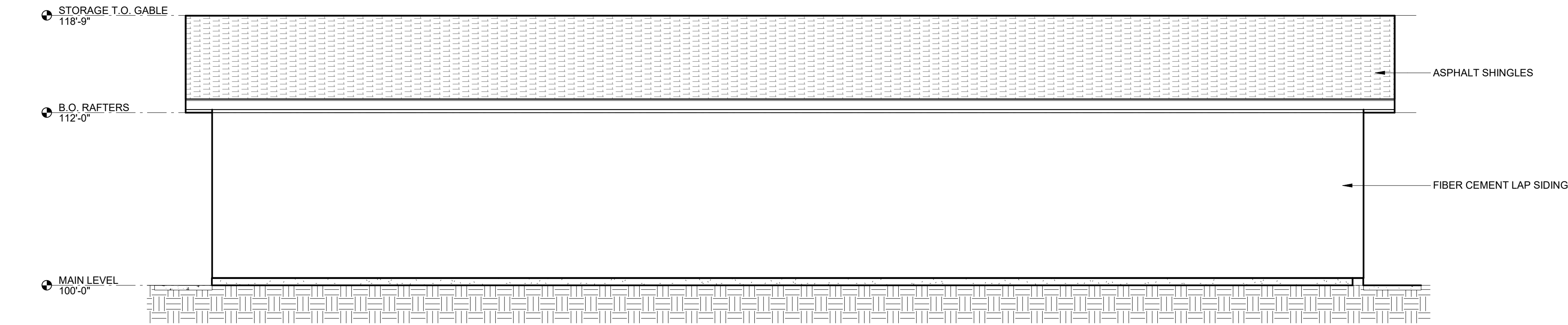
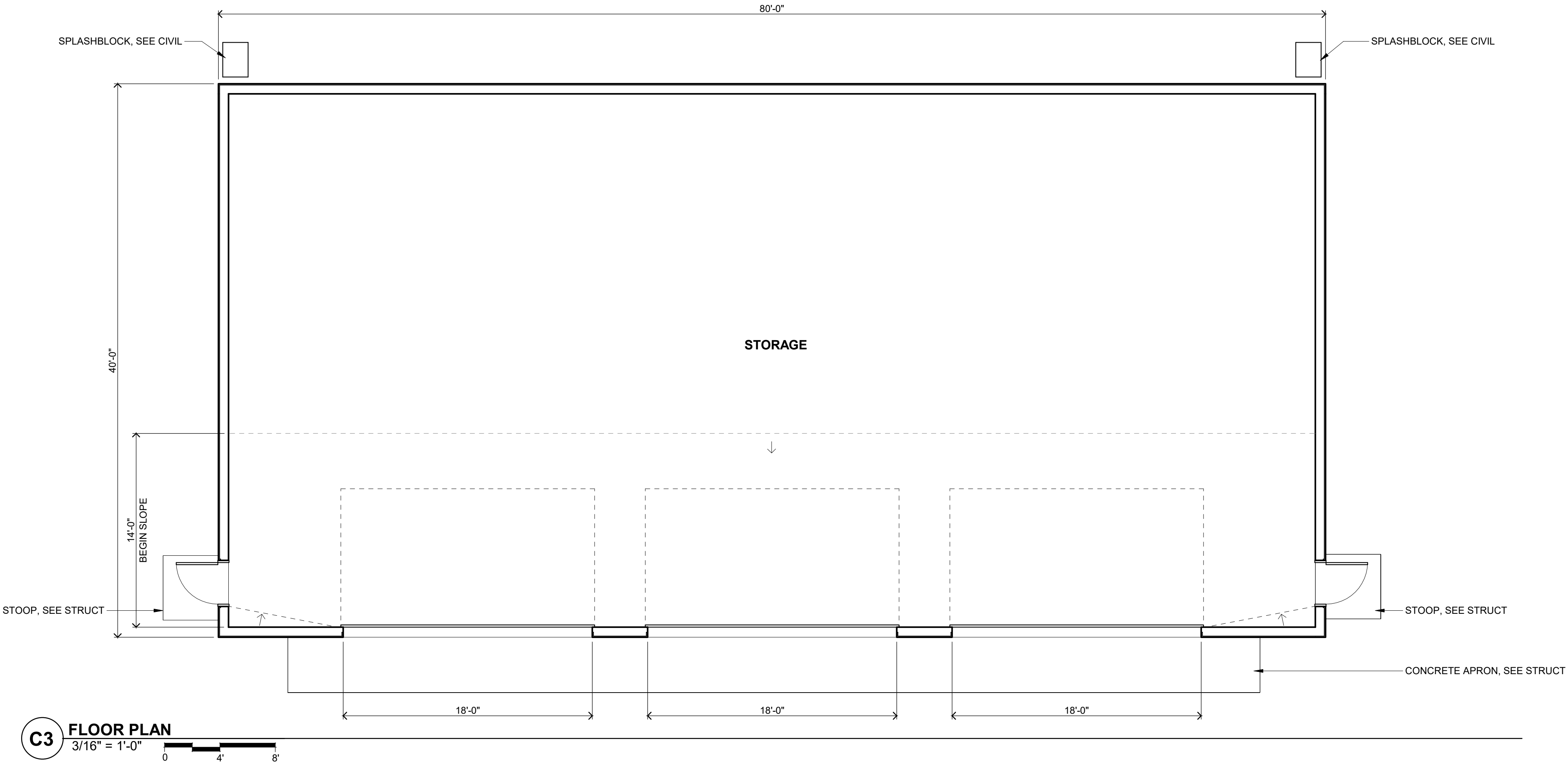
FIBER CEMENT LAP SIDING - MAIN



FIBER CEMENT LAP SIDING - TRIM



DOORS



Owatonna Storage Building

333 E School St, Owatonna, MN 55060

242040

Independent School District #761
515 W Bridge St, Owatonna, MN 55060



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332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldae.com | 651 227 7773

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 ARCHITECT under the laws of the State of MINNESOTA

Paul Apikowski
License Number: 42737 Date: Issue Date

Description	Revisions	
	Date	Num

Comm: 242040
Date: 5/24/24
Drawn: KS
Check: JW

North

FLOOR PLAN AND EXTERIOR ELEVATIONS

Scale: 3/16" = 1'-0"

V1



To: Greg Kruschke, City of Owatonna

From: Kelly Snyder | KS

Date: May 22, 2024

Comm. No: 242040

Subject: Independent School District #761
Vehicle Garage Project Narrative

As a result of the construction of the new Owatonna High School, the old high school has been demolished except for a portion of which will now be the Owatonna District Office and Facilities Maintenance Building. Due to the limitations of the Facilities Building, the Owatonna School District plans to provide a new vehicle garage on the property for additional vehicle and equipment storage. This allows the Facilities Building to be used primarily for maintenance, office, and shop purposes while protecting the fleet indoors.

This project will provide indoor parking space for up to 12 vehicles. Its adjacency to the Facilities Building provides easy access to perform maintenance and store the District's vehicles without disturbing the neighborhood. There will be a fence and locked gate to enclose the buildings from the public parking lot on South Grove Avenue. This will ensure that the District's property is secure and protected from vandalism, theft, and other damage. Providing indoor storage for these vehicles also greatly reduces the number of vehicles to store outside in the parking lot where they would be exposed to the elements and at greater risk of damage.

The Storage Building is also set back from the road enough to allow 40 public parking spaces in between the road and the fence. The exterior material will be fiber cement siding, which was also used on the existing Concession Building, creating a visual connection. The colors will be neutral and will complement the existing brick of the adjacent Facilities Building to create a cohesive palette on the site.

Thank you for your consideration.

KA/EDU-MN-ISD761/HS_Owatonna/242040/Admin/Letters/2024.05.22 Memo to Greg Kruschke



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Ashley Zidon, Planning Specialist
SUBJECT: Resolution 59-24 VAR-18 Side Yard Setback - 824 Vine ST E

Purpose:

Request Council Approval on VAR-18 from Two Rivers Habitat for Humanity for side yard setback variance at 824 Vine ST E.

Background:

See attached staff report. The Planning Commission held a public hearing on this request and recommended approval.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 59-24 VAR 18 - Side Yard Setback - 824 Vine St SE -Two Rivers Habitat for Humanity VAR18
2. VAR 18 Side yard Setback Staff Report_PC hi-res

RESOLUTION NO. -24

A RESOLUTION APPROVING VARIANCE VAR-18

WHEREAS, Variance VAR-18 by Eric Hoyer, Two Rivers Habitat for Humanity, for a side yard setback variance of 9' where a 20' side yard setback is required from the east property line on a corner lot; and

Lot 24, Block 3, Belmont, Steele County, Minnesota

WHEREAS, The Planning Commission held a public hearing on June 11, 2024 and recommended approval of VAR-18; and

WHEREAS, on June 18, 2024, the City Council accepted and approved VAR-18, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-18 Staff Report;

1. Eric Hoyer of Two Rivers Habitat for Humanity hereby referred to as "applicant" and Two Rivers Habitat for Humanity as "owner"
2. That the property is zoned R-4 Townhome District
3. Detached single-family is a permitted use in the R-4 Townhome District
4. That the property is a non-conforming lot
5. That the variance application was published and notice was provided to property owners within 350 feet of the subject property
6. That a public hearing was held at the Planning Commission on June 11, 2024
7. The variance is in harmony with the general purposes and intent of the Ordinance because the east side yard provides usable side yard space. Because there is no impact to the visibility corner.
8. The request is in general alignment with the Comprehensive Plan as this parcel is identified as low density residential on the Future Land Use Map.
9. The circumstances of the property are not entirely caused by the landowner because the lot is non-conforming and the minimum home width is 24 feet. Front, rear, and west side yard setbacks have been reached. The minimum home size as required by ordinance would not fit on the lot with the required setbacks.
10. The variance is reasonable because a side yard setback of 11 feet is a larger set back requirement than detached-single family homes not on a corner lot. Because the traffic visibility corner will not be impacted because the front yard setback is typical (30 feet).
11. The variance will not alter the essential character of the neighborhood because the home will be a single-story, similar to homes in this neighborhood. Because the reduced side yard setback and its relationship to the street, the proximity to the street will encourage slower traffic on Birch and at the intersection at Birch and Vine.

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

1. That said variance is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City
2. That said variance be and the same hereby is approved with the following conditions:
 - a. The site triangle at the corner of Birch and Vine must remain open, completely free of obstruction, during construction and post-construction
 - b. No yard encroachments such as decks or steps shall be permitted in the east side yard setback
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.

Passed and adopted this 18th day of June, 2024; with the following vote:

Aye ____; No ____; Absent ____;

Approved and signed this ____ day of _____;

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

June 5, 2024

To: Planning Commission

From: Community Development Department

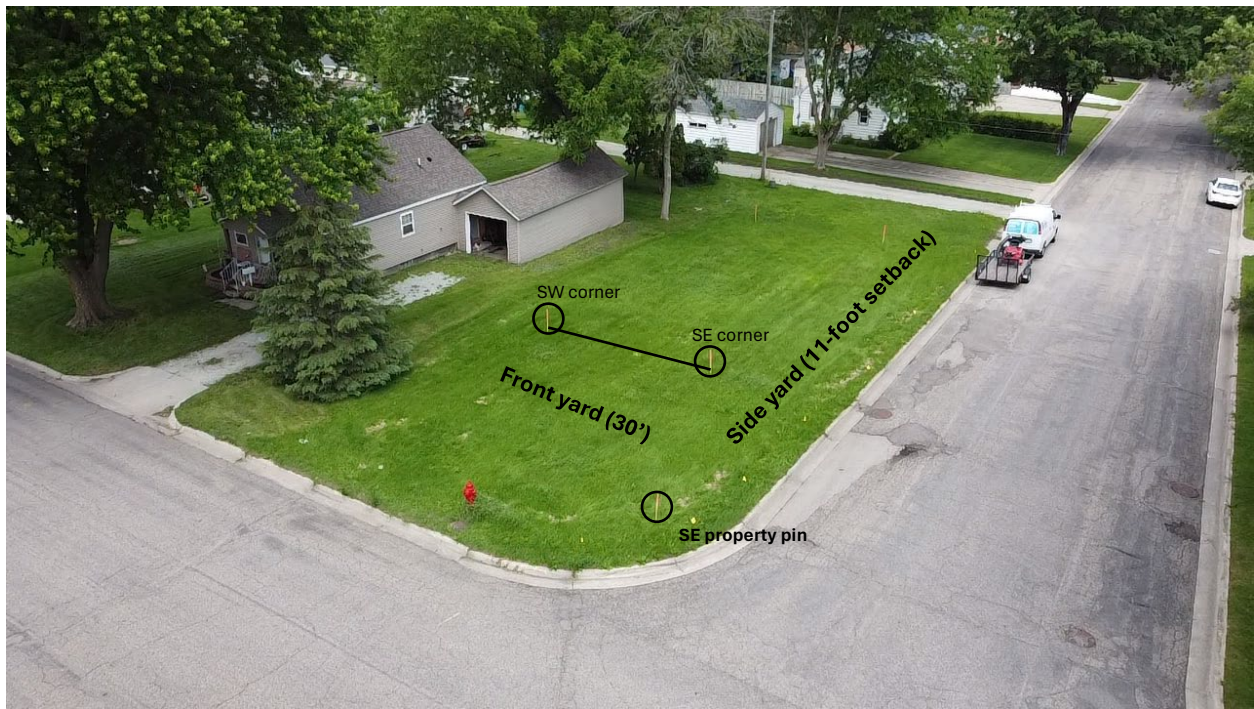
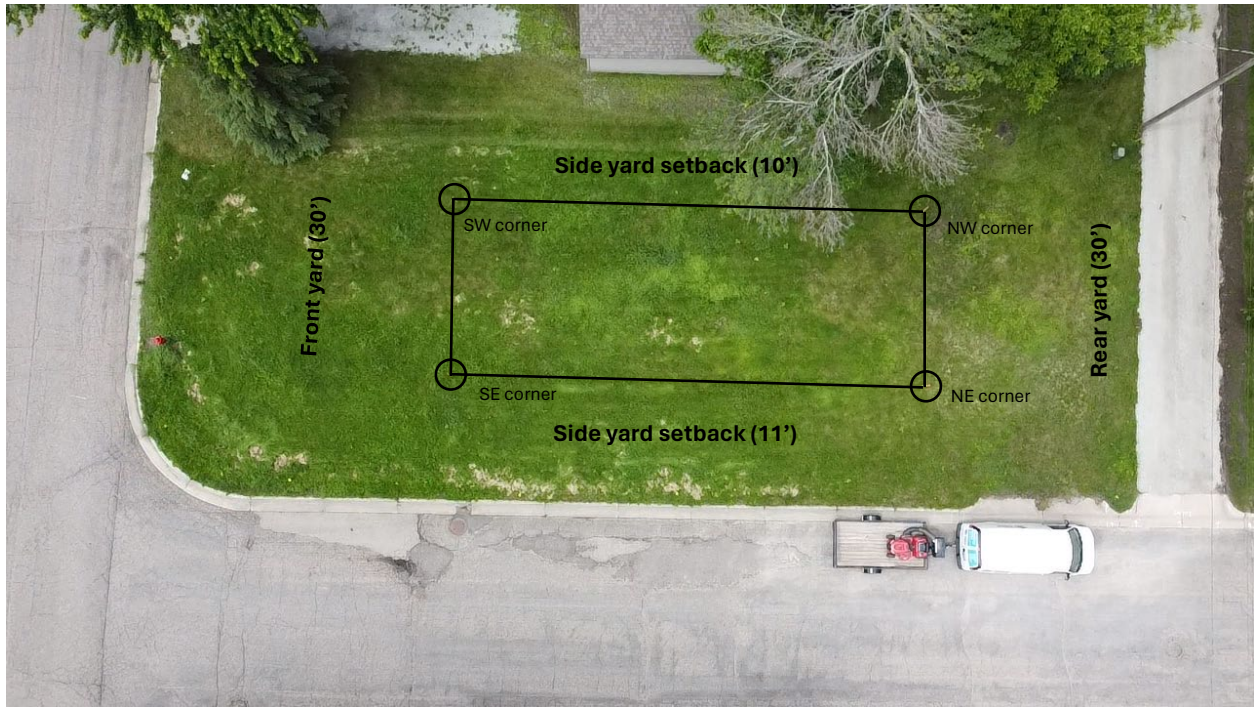
RE: Application VAR-18 by Eric Hoyer, Two Rivers Habitat for Humanity, requesting a side yard setback variance of 9 feet where a 20-foot side yard setback is required from the east property line on a corner lot. Section 157.028 (A) states the setback requirements.

Application Review:

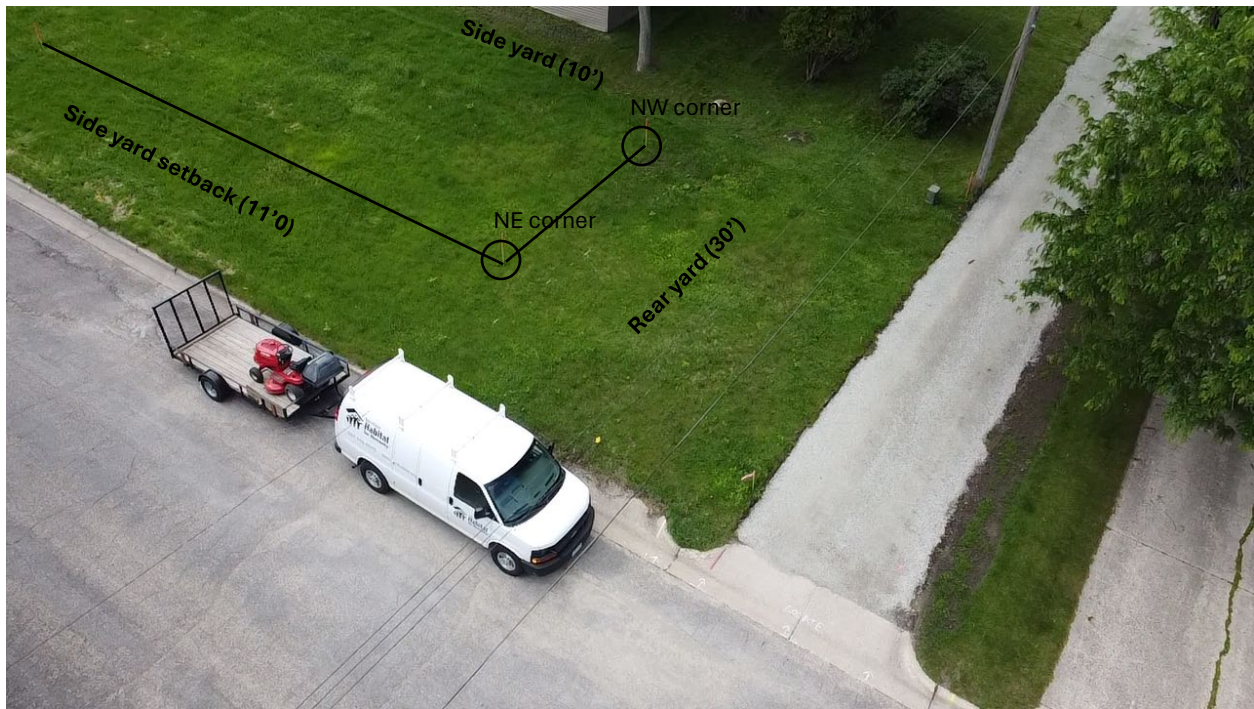
PIN:	17-132-0324 Now referred to as “subject property”
Applicant/Owner	Eric Hoyer, now referred to as “applicant” Two Rivers Habitat for Humanity, now referred to as “owner”
Location of Property	824 Vine ST E
Zoning Map	R-4 Townhouse District
Zoning Ordinance	Ordinance 157.028 requires a 20-foot side yard setback when abutting a public ROW
Report Attachment	Location map Aerial photo Zoning map Site plan Building plans Project Narrative

Proposed Development

- The applicant is proposing a three-bedroom, single story. The size of the detached, single-family home will be 24 feet x 63 feet; total 1,512 SF
- Lot dimensions are 45' x 125' (non-conforming lot). The size of the parcel 5,662.80 square feet (0.13 acres)
- Proposed setbacks:
 - Front yard: 30 feet
 - West side yard: 10 feet
 - East side yard: 11 feet (seeking 9-foot variance from 20' requirement)
 - Rear yard: 30 feet
- Driveway access will be off the alley



Images provided by applicant.



Images provided by applicant.

Ordinance Summary

- 157.028 requires side yards abutting a public ROW shall not be less than 20 feet from the ROW
- Lot standards for detached single family in R-4 district is 9,000 square feet, minimum lot width of 74 ft. *The lot does not meet these standards*
- Detached single-family home is a permitted use in R-4 district
- Traffic visibility triangle on corner lots requires vacant area, with no fences structures, grading, or planting can impede vision between 2.5-8 feet above centerline grades of the intersecting streets within 20 feet of street intersecting ROW lines
- Front, rear, and west side yard setbacks conform to standards
 - Front: 30 feet
 - Side (west): 10 feet
 - Side (east): 11 feet; seeking 9-foot variance from 20' requirement
 - Rear: 30 feet

Parcel analysis: The subject property is a 5,662.8 sq. feet (0.13 acre). This parcel is an undeveloped non-conforming lot. Existing lot width and size are smaller than what current city ordinance would allow for newly platted lots. The parcel abuts an alley to the north.

Easements: Our records show no easements on the property.

Utilities: No existing sewer or water services exist to this lot. Sanitary sewer is located in Vine St and in Birch Ave up to the alley on the north side of the parcel. A fire hydrant is located on the southeast side of the property. Water is available on Vine St E and Birch Ave NE.

Natural resources: No wetlands or sensitive environmental areas exist on the property

Surrounding land use and zoning: The property to the north is zoned R-1, separated by the alley. The property to the east, separated by Birch Ave NE, is zoned R-4. The property to the south, separated by Vine Street E is zoned R-5. The parcel to the west is zoned R-4. The property to the southwest is zoned I-1 light industrial.

Comprehensive Plan

Future land use: This parcel is identified as low density residential. Parcls to the north, east, south and west are also identified as low density residential.

Comprehensive Plan Residential goals:

- Assure that new growth is compatible with the existing development pattern and that development occurs in a fashion that best utilizes existing infrastructure and minimizes public costs.
- Discourage unnecessary urban sprawl into the rich agricultural areas surrounding the city and encourage the county and townships to maintain a policy of protecting agricultural uses and directing urban levels of development into cities where such growth can best be accommodated.

FINDINGS OF FACT

1. Eric Hoyer of Two Rivers Habitat for Humanity hereby referred to as “applicant” and Two Rivers Habitat for Humanity as “owner”
2. That the property is zoned R-4 Townhome District
3. Detached single-family is a permitted use in the R-4 Townhome District
4. That the property is a non-conforming lot
5. That the variance application was published and notice was provided to property owners within 350 feet of the subject property
6. That a public hearing was held at the Planning Commission on June 11, 2024
7. The variance is in harmony with the general purposes and intent of the Ordinance because the east side yard provides usable side yard space. Because there is no impact to the visibility corner.
8. The request is in general alignment with the Comprehensive Plan as this parcel is identified as low density residential on the Future Land Use Map.
9. The circumstances of the property are not entirely caused by the landowner because the lot is non-conforming and the minimum home width is 24 feet. Front, rear, and west side yard setbacks have been reached. The minimum home size as required by ordinance would not fit on the lot with the required setbacks.
10. The variance is reasonable because a side yard setback of 11 feet is a larger set back requirement than detached-single family homes not on a corner lot. Because the traffic visibility corner will not be impacted because the front yard setback is typical (30 feet).
11. The variance will not alter the essential character of the neighborhood because the home will be a single-story, similar to homes in this neighborhood. Because the reduced side yard setback and its relationship to the street, the proximity to the street will encourage slower traffic on Birch and at the intersection at Birch and Vine.

Public Comment

At the time of this staff report, no comments have been submitted via written comments, e-mail, or phone.

Staff Recommendation

Application VAR-18 by Eric Hoyer for a side yard setback of 9 feet. It appears that all of the requirements have been met for the variance request. Absent any new information presented at the meeting, **staff recommend approval of the variance based on findings of fact and the following conditions:**

1. The site triangle at the corner of Birch and Vine must remain open, completely free of obstruction, during construction and post-construction
2. No yard encroachments such as decks or steps shall be permitted in the east side yard setback

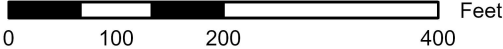
Planning Commission Minutes

Application VAR-18; which is a request by Eric Hoyer, Two Rivers Habitat for Humanity, for a side yard setback variance of nine (9) feet where a 20-foot side yard setback is required from the east

property line on a corner lot located at 824 Vine Street East; was presented by Planning Specialist Ashley Zidon. Section 157.028 (A) states the setback requirements. (Refer to report on file.) Public hearing opened at 5:43 p.m. Janice Stavenau of 818 Vine Street East, the property to the west of the subject property, said there isn't much room between the house and her property line. She said she doesn't understand; there is not 30 feet there. The alley gets used a lot and she doesn't understand how they can build a house that close to hers. Peake said that the proposed structure shows that it is 10 feet from the side property line. Peake said that her garage looks to be less than ten feet from the property line. She said yes; there is an evergreen tree where the property line ends. Wilson said that the side yard setback from their house is 10 feet, not 30 feet. Meier said she might have been looking at the wrong picture. The top picture shows the proposed location of the house. The house isn't going to go all the way up to the property lines. Zidon showed the actual survey of the house in relation to the property lines. It will be 10 feet from the property line between their houses. Kruschke said that the City ordinance requires ten feet from the side property lines. That west property line is in compliance and could be built anywhere in the City. The variance they're requesting is to go closer to the property line along Birch Avenue—to go from 20 feet to 11 feet. An interior side yard setback of 10 feet is the rule for any lot in the City. Janice Stavenau said she would just put a fence along that property line. Public hearing closed at 5:50 p.m. Meier asked if anyone has looked at financing capabilities for nonconforming lots such as this. This would fall into the category of something that would be financed through FHA. Taylor Herman, Board Chair of Two Rivers Habitat for Humanity, said that if that becomes an issue, they would be financing it through their own financing. Eickhoff said that in order to build anything on this lot, you'd have to have a variance. A motion was made by Eickhoff and seconded by Meier to recommend City Council approval of Application VAR-18, a request for a side yard setback of nine (9) feet based on the findings of fact and the following conditions:

1. The site triangle at the corner of Birch and Vine must remain open, completely free of obstruction, during construction and post-construction.
2. No yard encroachments such as decks or steps shall be permitted in the east side yard setback.

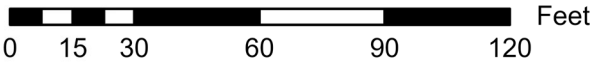
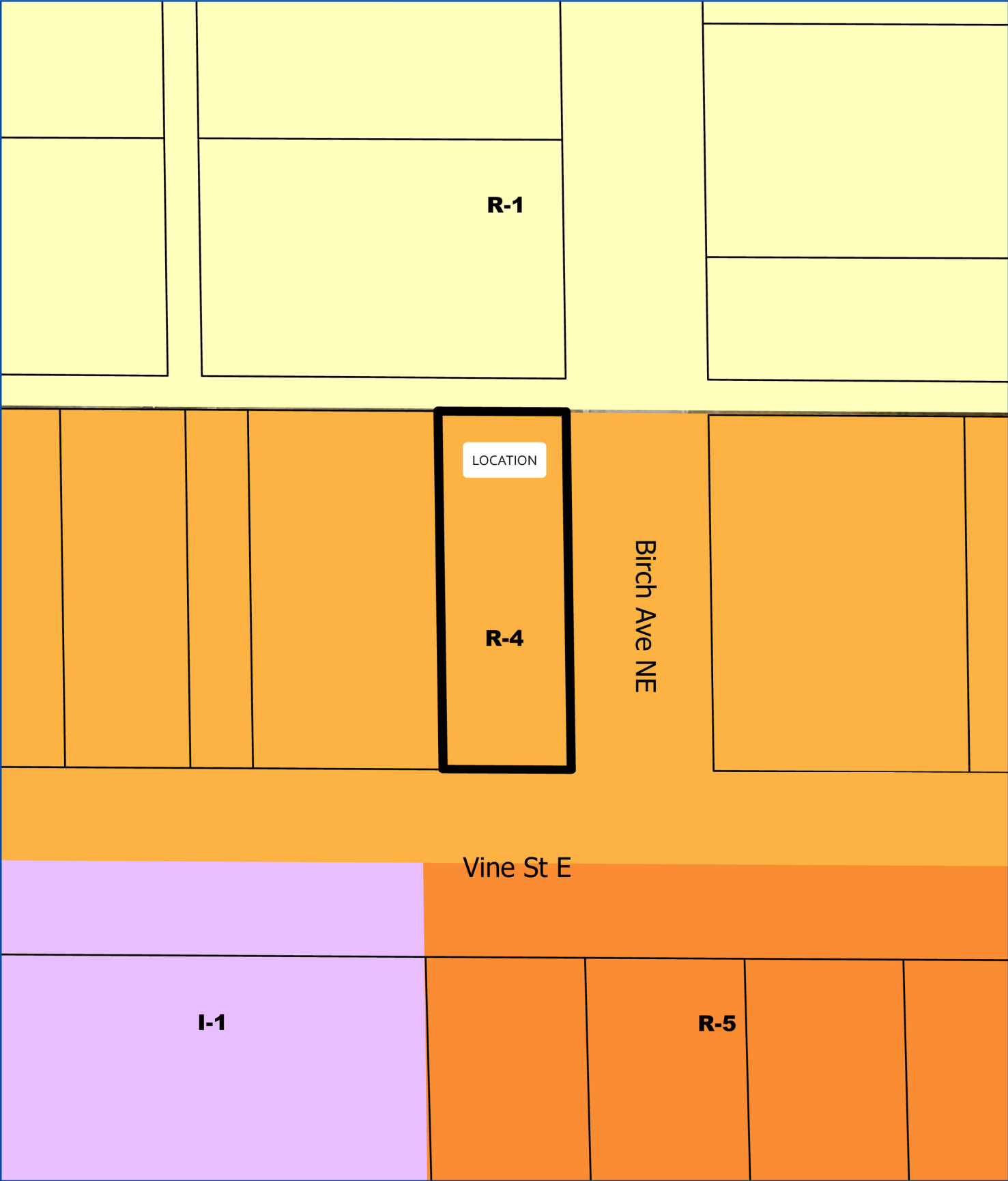
All Commissioners voting Aye, the motion carried.



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

May 23, 2024





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

June 06, 2024

- SWPPP NOTES:
1. NO CONCRETE WASHOUT ON-SITE.
 2. PERFORM DEWATERING ACTIVITIES INTO TEMPORARY DEWATERING BASIN. DO NOT DEWATER INTO SANITARY SEWER SERVICE OR INTO CURB & GUTTER.
 3. STABILIZE LAWN AREA IMMEDIATELY AFTER MASS GRADING ACTIVITIES ARE COMPLETE WITH SOD OR DISC ANCHORED MN/DOT TYPE 1 MULCH. (THIS WORK WILL NEED TO BE COMPLETED BEFORE THE MAIN STRUCTURE IS ERECTED.) SOD OR SEED BUFFER AREAS AS SOON AS CONSTRUCTION ACTIVITIES ALLOW. DURING WINTER CONSTRUCTION, SPREAD MULCH AND SPRAY WITH WATER TO FREEZE TO GROUND. SEED AND DISC ANCHOR NEW MULCH IN SPRING, OR SOD.
 4. DO NOT STOCKPILE GRANULAR MATERIALS WITHIN STREET RIGHT-OF-WAY.
 5. PROTECT DOWNSTREAM STREET CATCH BASINS FROM SEDIMENT.
 7. SOLID WASTE:
COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
SIGNED SEPARATE DISPOSAL BINS WITH A SIGN REQUIRING USE OF SAID BINS WILL BE INSTALLED AND UTILIZED.
 8. HAZARDOUS MATERIALS:
OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES WILL BEE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS WILL BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE WILL BE IN COMPLIANCE WITH MPCA REGULATIONS. PLASTIC SHEETING UNDER AN ABSORBENT MATERIAL WILL BE PLACED ON THE GROUND NEAR FUEL STORAGE TANKS TO PREVENT SPILLS WHEN LOADING OR UNLOADING THE TANKS. SPILL KITS WILL BE PROVIDED NEAR STORAGE.
 9. PORTABLE TOILETS WILL BE SECURED.
 10. CONTRACTOR SHALL INSPECT AND MAINTAIN MEASURES AT MINIMUM ONCE EVERY (7) DAYS DURING ACTIVE CONSTRUCTION, AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5" IN 24 HOURS.
 11. INSPECTIONS WILL INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROLS, DISCHARGE CHANNELS AND DEVICES, PERMANENT STORMWATER BMP'S AND RECEIVING STORM SEWER FACILITIES. REPAIR ALL NONFUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY OR AS SOON AS FIELD CONDITIONS ALLOW.
 5. LOT LINES OR BIO-ROLL LINES ARE CONSTRUCTION LIMITS U.O.N. PLEASE NOTE THE CONSTRUCTION LIMITS ON THIS PLAN. IF ADJACENT LAND IS UTILIZED FOR ACCESS OR STAGING OF EQUIPMENT/MATERIAL, PROVIDE TEMPORARY CONSTRUCTION BMP'S INCLUDING PERIMETER CONTROL, A STABILIZED ENTRANCE/EXIT, AND PERMANENT STABILIZATION OF DISTURBANCES.

- GENERAL NOTES:
1. PROTECTION OF WOOD AND WOOD-BASED PRODUCTS FROM DECAY SHALL BE PROVIDED BY THE USE OF NATURALLY DURABLE WOOD OR WOOD THAT IS PRESERVATIVE-TREATED IN ACCORDANCE WITH AWPAC U1 AT WOOD SIDING, SHEATHING AND WALL FRAMING ON THE EXTERIOR OF A BUILDING HAVING A CLEARANCE OF LESS THAN 6 INCHES (152 MM) FROM THE GROUND OR LESS THAN 2 INCHES (51 MM) MEASURED VERTICALLY FROM CONCRETE STEPS, PORCH SLABS, PATIO SLABS AND SIMILAR HORIZONTAL SURFACES EXPOSED TO THE WEATHER.
 2. FINISH GRADE ADJACENT TO BUILDING IS MIN. 6" BELOW TOP OF FOUNDATION, EXCEPT AT PAVED AREAS. PAVED AREAS WITHIN 6' OF TOP OF FOUNDATION MUST BE SLOPED AT 2% AWAY FROM BUILDING.
 3. FINISH GRADE 10' FROM BUILDING IS MIN. 6" BELOW FINISH GRADE ADJACENT TO BUILDING.
 4. MIN. GARAGE FLOOR ELEVATION IS AS SHOWN.

LEGEND

-  =MIN. 9"x30"x20" ROCK CONST. ENT.
-  =CONCRETE SIDEWALK
-  =CONCRETE DRIVEWAY
-  =SILT FENCE OR 8" BIO ROLL

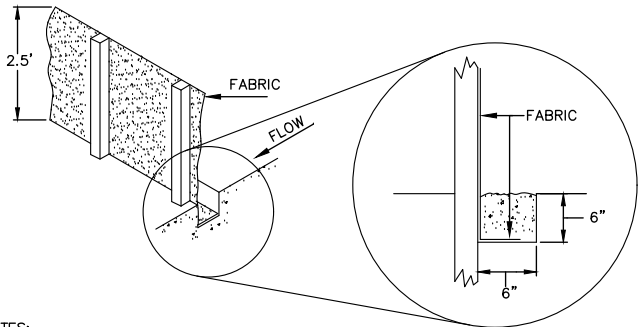
WW=WINDOW WELL
L/O=LOW OPENING
W/O=PATIO DOORS
L/W=LOOKOUT WINDOW
EG=EXISTING GRADE
FG=FINISH GRADE

-  = PROPOSED SURFACE WATER FLOW DIRECTION
-  =EXISTING SURFACE WATER FLOW DIRECTION

CONTROL ELEVATION = 1185.31
MIN FNDN ELEV = 1186.81
MAX FNDN ELEV = 1187.98

GENERAL SITE NOTES:

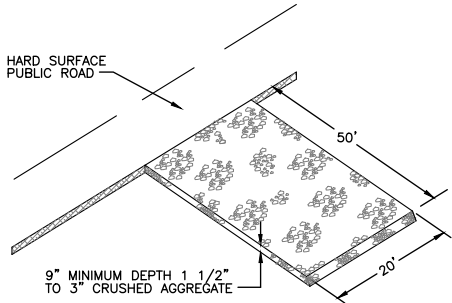
SITE AREA: XX
DISTURBED AREA: XX
EXISTING IMPERVIOUS SURFACE: XX
PROPOSED IMPERVIOUS SURFACE: XX



NOTES:

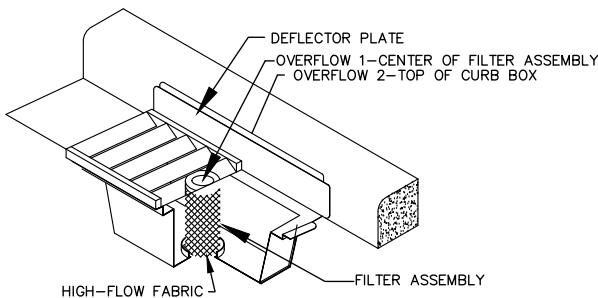
1. PLACE BOTTOM EDGE OF FENCE INTO 6" DEEP
2. POSTS SHALL BE 4' ON CENTER, 2" x 2" HARDWOOD, PINE OR STANDARD STEEL FENCE POSTS DRIVEN 2' INTO THE GROUND.

EROSION CONTROL FENCE
(MACHINE SLICED)



- NOTES:
1. FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MIGRATION OF MUD THROUGH ROCK.
 2. ENTRANCE MUST BE REGULARLY MAINTAINED TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS. FUGITIVE ROCK WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY.

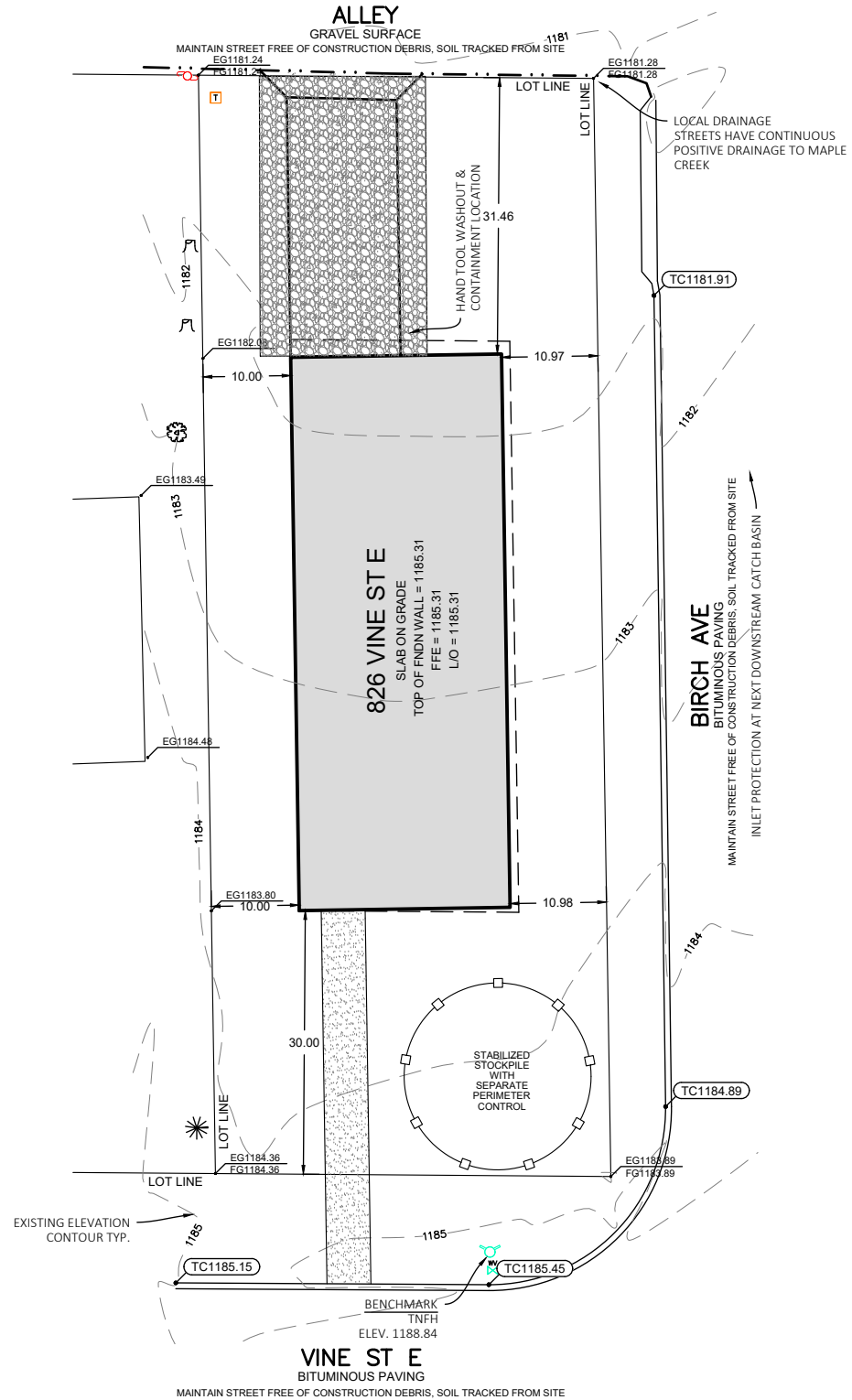
EROSION CONTROL PROTECTION AT CONSTRUCTION ACCESS



CATCH BASIN INLET PROTECTION

SCHEDULE OF OF MAJOR ESC BMP'S
(to be completed by Contractor)

Item	Anticipated Date
PERIMETER SILT FENCE/BIO-ROLL & INLET PROTECTION	
TOPSOIL STRIPPING	
ROCK CONSTRUCTION ENTRANCE	
BUILDING "DRIED-IN"	
PERMANENT TURF ESTABLISHMENT	
REMOVAL OF TEMP. ESC BMP'S	



DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE
-	-	-



415 West North Street Owatonna, MN 56057
507-451-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: BA
Date: 5/31/24
DWG: 24-1106

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.

John H. Schulte V
License No. 44639 Date: 5/31/24

826 VINE ST E
TWO RIVERS HABITAT FOR HUMANITY
LOT 24 BLOCK 3 BELMONT
SITE PLAN

SHEET
1
OF
1

TWO RIVERS HABITAT FOR HUMANITY

OWATONNA

MINNESOTA

CONSTRUCTION DOCUMENT PACKAGE

PLANS ISSUED:05/08/2024

SITE LOCATION MAP



PROJECT SITE

826 E VINE ST,
OWATONNA, MN 55060

ARCHITECT

CRW ARCHITECTURE + DESIGN GROUP
211 ELEVENTH AVENUE NORTHWEST
ROCHESTER, MINNESOTA 55901
CONTACT: ALYSSA FORDHAM, A.I.A.
PHONE NUMBER: (507) 206-6201
EMAIL: afordham@crwarchitecture.com

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TWO RIVERS HABITAT FOR HUMANITY
CONTACT: HANNAH MCATEE
EMAIL: ehoyer@towrivershabitat.org
PHONE NUMBER: (507) 516-0564

MECHANICAL CONTRACTOR

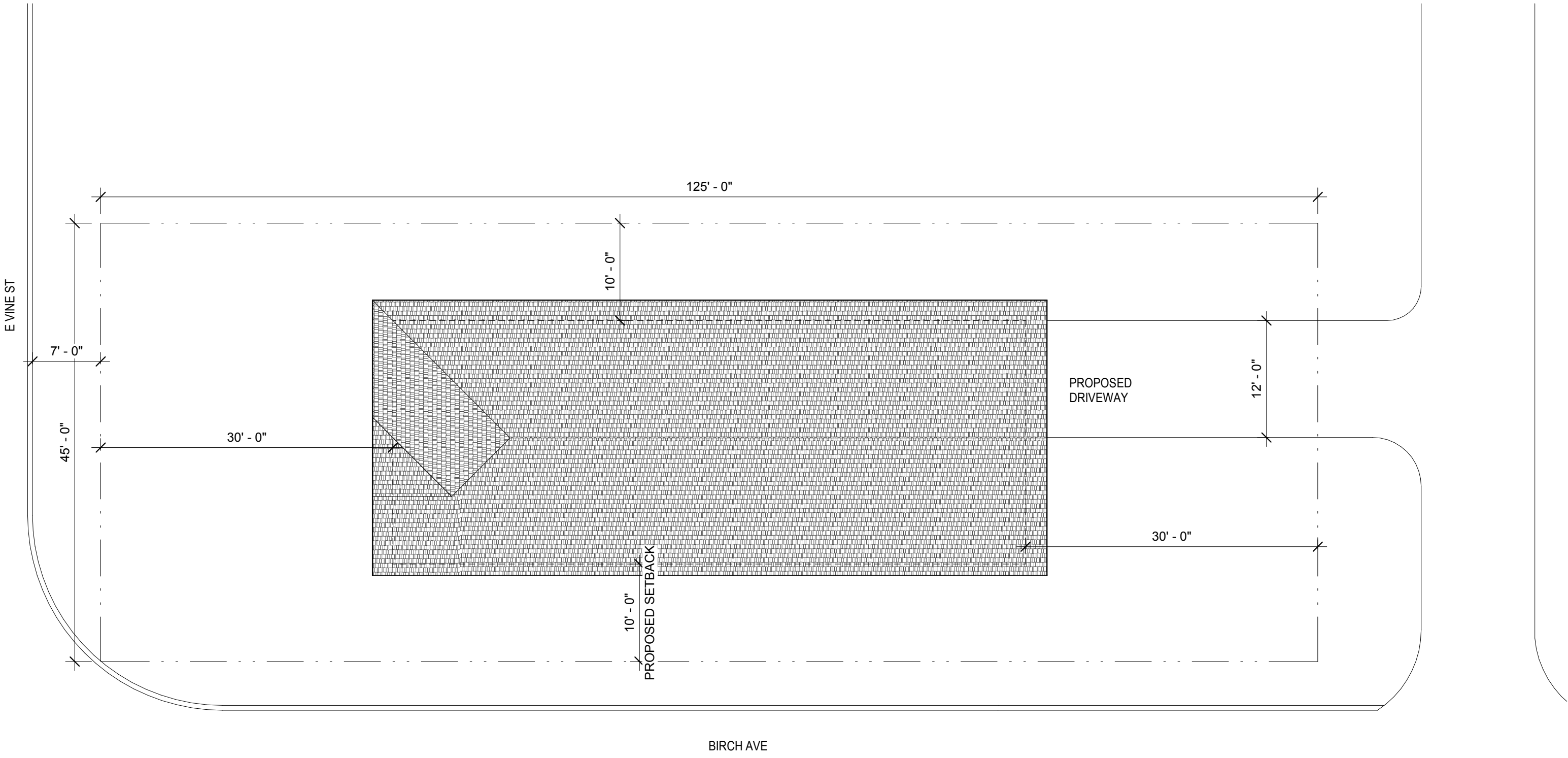
TO BE DONE ON A DESIGN/BUILD BASIS

ELECTRICAL CONTRACTOR

TO BE DONE ON A DESIGN/BUILD BASIS

SHEET INDEX

1-GENERAL INFORMATION	
A0.0	PROJECT TITLE SHEET
A0.1	GENERAL INFORMATION SHEET
3B-ARCHITECTURAL	
A1.0	FOUNDATION & FIRST LEVEL PLANS
A1.1	ROOF PLAN, SECTIONS, & DETAILS
A2.0	EXTERIOR ELEVATIONS



1 SITE PLAN
1" = 10'-0"



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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 DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

05/08/2024
NUMBER DATE

TWO RIVERS HABITAT
FOR HUMANITY
OWATONNA
MINNESOTA

PROJECT NUMBER 24-009
DATE 05/08/2024
DRAWN BY Author
CHECKED BY Checker
ISSUE/REVISION HISTORY

PROJECT
TITLE SHEET

SHEET NUMBER

A0.0

OF SHEETS

GENERAL CONSTRUCTION NOTES:

DESIGN LOADS FOR SOUTHEAST MINNESOTA:

- ROOF SNOW LOAD: 36 PSF
- ROOF DEAD LOAD: 17 PSF
- ATTIC SPACE: 30 PSF
- FLOOR LIVE LOAD: 40 PSF
- FLOOR DEAD LOAD: 10 PSF
- WIND: PER ASCE 7-05
- BASE WIND SPEED = 90 MPH
- IMPORTANCE FACTOR = 1.0
- EXPOSURE B

SITE

PLOT PLAN DRAWN FROM DATA ON RECORDED PLATS; INFORMATION SHOWN MUST BE VERIFIED BY BUILDER FOR COMPLIANCE WITH ANY RECORDED RESTRICTIONS; AND/OR COVENANTS; AND COMPLIANCE WITH HUD "MIN. PROPERTY STANDARDS" IF APPLICABLE. BUILDER SHALL VERIFY SITE CONDITIONS THAT WOULD DICTATE PLAN CHANGES.

FOOTING AND FOUNDATION

SOIL ASSUMED BEARING VALUE OF 1500 PSF AND TO BE UNDISTURBED NONORGANIC. CONTRACTORS TO VERIFY ALL FOOTINGS TO REST ON UNDISTURBED SOIL, AND BELOW OR AT MINIMUM DESIGN FROST LEVEL OF 42" BELOW FINISHED GRADE.

- CONCRETE COMPRESSIVE STRENGTH:
- FOOTING: 5,000 PSI
- BASEMENT WALLS: 3,000 PSI; AIR-ENTRAINED
- BASEMENT SLAB: 2,500 PSI
- GARAGE FLOOR, PORCH, STEPS: 3,500 PSI; AIR-ENTRAINED

ICF WALLS - FOX BLOCK:

- 6" CORE (11.25" FORM)
- TYPE #4 (1/2" DIA.) 60 GRADE REINFORCEMENT BARS HORIZONTAL U.N.O.
- SEE DETAILS FOR SPACING
- TYPE #4 (1/2" DIA.) 60 GRADE REINFORCEMENT BARS VERTICAL
- SEE DETAILS FOR SPACING
- INSTALL SOLID BLOCKING AT ANCHOR BOLT LOCATIONS WHEN THE JOISTS ARE PARALLEL TO AND DIRECTLY ABOVE SOIL. PRESSURE RESISTING 7 FEET HIGH FOUNDATION WALLS. PROVIDE BLOCKING IN THE FIRST THREE JOIST OR TRUSS SPACES AND SPACED A MAXIMUM OF 24" O.C.
- PROVIDE 1/2" AIR SPACE ON TOP, SIDES, AND ENDS OF ALL WOOD BEAM SEATS INTO CONC. BLOCK OR POURED CONC. WALLS. FILL CONC. BLOCK CORES WITH CONC. BELOW FOR BEAM SEAT.
- WHERE CONCRETE SLAB MEETS ICF WALL, FOAM OF ICF TO BE CUT AND REMOVED SO THAT SLAB SITS TIGHT AGAINST CONC. CORE.
- SEE UNTEL SCHEDULES ON SHEETS A1.1 & A1.2 FOR SIZING & REINFORCEMENT
- SEE DETAIL 5 FOR TRUSS CONNECTION TO ICF WALL. SIMPSON HETAMETA TO BE USED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. ALT. CONT. 2x6 SILL PLATE WITH 1
- 2" ANCHOR BOLTS AT 24" O.C. WITH SIMPSON H2.5 TIES OR SIMILAR.

FOUNDATION WATERPROOFING

WATERPROOFING SHALL BE INSTALLED AT A MINIMUM FROM THE TOP OF THE FOOTING TO THE FINISHED GRADE OR IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS. WATERPROOFING SHALL EXTEND ACROSS THE TOP OF THE FOUNDATION WALL, UNLESS A FULL WIDTH, CLOSED CELL MATERIAL IS INSTALLED TO CREATE A SEAL BETWEEN SILL PLATE AND FOUNDATION WALL.

WALLS SHALL BE WATERPROOFED IN ACCORDANCE WITH ONE OF THE FOLLOWING.

- DELTA-MS BELOW GRADE DIMPLED MEMBRANE PER MANUFACTURERS INSTALLATION INSTRUCTIONS.
- AN ACRYLIC COATING, LATEX COATING, MORTAR, OR PARGING APPROVED FOR USE ON ICF WALLS.

FOAM PROTECTION

WHEN FOUNDATION WALL INSULATION IS ON THE EXTERIOR AND IS NON DRAINING THE ENTIRE FOAM INSULATION SHALL BE COVERED WITH A 6 MIL POLYETHYLENE SLIP SHEET. THE PORTION FROM THE TOP OF THE FOUNDATION WALL TO 6" BELOW GRADE MUST BE COVERED BY AN APPROVED PROTECTIVE COATING FINISH TO PROTECT THE INSULATION FROM DETERIORATION DUE TO SUNLIGHT AND PHYSICAL ABUSE.

EXTERIOR FLASHING

AN APPROVED CORROSION-RESISTIVE FLASHING SHALL BE PROVIDED AT THE EXTERIOR WALL ENVELOPE TO PREVENT THE PENETRATION OF WATER INTO THE BUILDING INCLUDING THE FOLLOWING AREAS:

- WINDOWS & DOOR OPENINGS.
- CHIMNEYS & MASONRY CONSTRUCTION.
- UNDER & AT ENDS OF COPING & SILLS.
- ABOVE PROJECTING WOOD TRIM.
- WHERE DECKS ATTACH TO WALLS.
- ROOF & WALL INTERSECTIONS.
- BUILT IN GUTTERS

EAVE SYSTEM

- 2x6 SUBFASCIA
- 2x4 LOCKOUTS 24" O.C.
- AIR CHUTES 48" O.C.

ROOF SYSTEM

- TRUSSES 24" O.C. SPECS BY MANUFACTURER
- 5/8" OSB ROOF SHEATHING
- 2 LAYERS 15# FELT APPLIED SHINGLE FASHION AND ICE AND WATER SHIELD AT EAVES AND VALLEYS
- ARCHITECTURAL/COMP. ASPHALT SHINGLE ROOFING
- PROVIDE STEEL SUPPLEMENTAL UPLIFT BRACKETS FOR ALL TRUSSES
- PROVIDE CLIPS AS REQUIRED FOR ROOF SHEATHING
- VENTILATION - SEE SECTIONS. MIN. NET FREE VENTILATING AREA SHALL BE 1/150 OF THE AREA OF THE VENTED SPACE.

FRAMING

- ALL STRUCTURAL WOOD MEMBERS TO BE SPF #2 OR BETTER (775 F REPETITIVE) UNLESS OTHERWISE NOTED.
- DOUBLE FLOOR JOISTS UNDER PARALLEL PARTITIONS.
- 1X3 BRIDGING AT CENTER OF SPANS OVER 8'-0"
- ALL WOOD IN CONTACT WITH CONCRETE SHALL BE RDWD OR TREATED WOOD. STUDS TO BE MINIMUM OF STUD GRADE S4S.
- AT CONCENTRATED LOAD BEARING POINTS, PROVIDE SOLID BLOCKING THRU FLOOR SYSTEM T POSTS OR APPROPRIATE FOOTINGS.
- FLOOR JOISTS AND BLOCKING SHALL BE CONNECTED TO THE ICF WALL WITH AN APPROVED CONNECTOR
- THE FLOOR SHALL BE BLOCKED PERPENDICULAR TO THE FLOOR JOISTS. BLOCKING SHALL B FULL DEPTH WITHIN THREE JOIST SPACES OF THE FOUNDATION WALL.
- MAXIMUM SPACING OF FLOOR JOISTS SHALL BE 24" O.C.

STAIRS

- DOUBLE TRIMMER AT STAIR OPENING AND DOUBLE HEADER JOISTS AROUND STAIR WELL.
- 3-2X12 STRINGERS WITH MINIMUM 3 1/2" MATERIAL LEFT AT CUT OUTS.
- 6'-8" MINIMUM HEADROOM
- 7 3/4" MAXIMUM RISE
- 10" + NOSING MINIMUM TREAD. A STAIR NOSING OF NOT LESS THAN 3/4" OR MORE THAN 1 1/4" IS REQUIRED ON STAIRS. A STAIR NOSING IS NOT REQUIRED IF THE TREAD DEPTH IS A MINIMUM O 11". THE RISERS MAY BE OPEN PROVIDED THE OPENING BETWEEN TREADS DOES NOT PERMIT THE PASSAGE OF A 4" SPHERE ENCLOSED UNDERSIDE OF STAIRS WITH 1/2" GYP. BD.
- PROVIDE A HANDRAIL. CIRCULAR HANDRAILS SHALL HAVE AN OUTSIDE DIAMETER OF AT LEAST 1-1/4" AND NOT GREATER THAN 2" IF THE HANDRAIL IS NOT CIRCULAR IT SHALL HAVE A PERIMETER DIMENSION OF AT LEAST 4" AND NOT GREATER THAN 5-1/4" WITH A MAXIMUM CROSS SECTION DIMENSION OF 2 1/4". SET HANDRAIL AT A HEIGHT OF 34" TO 38" IN HEIGHT. HANDRAIL SHALL BE CONTINUOUS THE FULL LENGTH AND SHALL BE RETURNED MAXIMUM 4" OPENING BETWEEN BALUSTERS. MINIMUM RAILING HEIGHT OF 36" AT LANDING AREAS.

GUARDRAILS

- GUARDS ARE TO WITHSTAND A 200LB LOAD IN ANY DIRECTION
- GUARDS REQUIRED FOR PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 36" IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30" ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34" IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS
- GUARD OPENING LIMITATIONS - REQUIRED GUARDS ON OPEN OF STAIRWAYS, RAISED FLOOR AREAS, BALCONIES AND PORCHES SHALL HAVE INTERMEDIATE RAILS OR ORNAMENTAL CLOSURES THAT DO NOT ALLOW PASSAGE OF A SPHERE 4" IN DIA.
- EXCEPTION - THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD AND BOTTOM RAIL OF GUARD AT THE OPEN SIDE OF A STAIRWAY ARE PERMITTED TO BE OF SUCH A SIZE THAT A SPHERE 6" CANNOT PASS THROUGH

CANTILEVER FLOORS

- PROVIDE A WIND WASH BARRIER AT CANTILEVERED FLOORS AND BAY WDWS. (15# FELT OR AIR BARRIER)
- CANTILEVER FLOORS MUST HAVE A MAX. OVERALL THERMAL TRANSMITTANCE OF 0.033 (R30).

UNCONDITIONED SPACES

FLOOR JST. FRAMING MUST HAVE AN INTERIOR AIR BARRIER ON THE WARM SIDE AND SEALED WIND WASH BARRIER

RADON CODE

- RADON VENT SHALL BE A MINIMUM 3" DIAMETER PIPE ABS, PVC, OR EQUIVALENT GAS TIGHT PIP SHALL BE EMBEDDED VERTICALLY INTO THE BASE COURSE. THE VERTICAL PIPE SHALL HAVE TE CONNECTION BELOW SLAB EXTENDING 10' IN EACH DIRECTION OR TIED INTO AN INTERIOR TILE LOOP SHALL BE PROVIDED.
- SUMP PITS OPEN TO SOIL OR SERVING AS THE TERMINATION POINT FOR SUB-SLAB OR INTERIOR DRAIN TILE LOOPS SHALL BE COVERED WITH A GASKETED OR OTHERWISE SEALED LID. SUMPS USED AS THE SUCTION POINT IN A SUB-SLAB DEPRESSURIZATION SYSTEM SHALL HAVE A LID DESIGNED TO ACCOMMODATE THE VENT PIPE.
- RADON VENT PIPES ROUTED THROUGH UNCONDITIONED SPACES SHALL BE INSULATED WITH A MIN. OF R-4 INSULATION.

FIREBLOCKING AND DRAFTSTOPS

PROVIDE IN CONCEALED SPACES OF STUD WALLS AND PARTITION INCLUDING FURRED SPACES AT CEILINGS AND FLOOR LEVELS AT 10' INTERVALS BOTH VERTICAL AND HORIZONTAL.

EMERGENCY ESCAPE WINDOWS AND WINDOW WELL SPECS.

- 5 SQ. FT. MIN. 20" WIDE MIN. 24" HIGH CLEAR OPENING. WINDOWS PERMITTED AT GRADE LEVEL DEFINED AS THE WINDOW HAVING A SILL HT. OF NOT MORE THAN 44" ABOVE OR BELOW GRADE LEVEL
- MIN. CEILING HT. 36" MAINTAINED ABOVE EXTERIOR GRADE FROM EXTERIOR WALL TO PUBLIC WAY (I.E. UNDER DECKS OR CANT.)
- MIN. 36" CLEAR SPACE IN FRONT OF WINDOW
- WINDOW WELLS WITH A VERTICAL DEPTH GREATER THAN 44" BELOW THE ADJACENT GROUND LEVEL SHALL BE EQUIPPED WITH A PERMANENTLY AFFIXED LADDER OR STEPS USABLE WITH TH WINDOW IN THE FULLY OPEN POSITION. THE LADDER OR STAIRS SHALL BE PERMITTED TO ENCROACH A MAX. OF 6 INCHES. LADDERS OR RUNGS SHALL HAVE AN INSIDE WIDTH OF AT LEAST 12" AND SHALL PROJECT AT LEAST 3" FROM THE WALL AND SHALL BE SPACED NOT MORE THAN 18" ON CENTER VERTICALLY FOR THE FULL HEIGHT OF THE WINDOW WELL.

GENERAL PLAN NOTES:

DOORS AND PATIO DOORS WITH LESS THAN 9 S.F. OF GLAZING SHALL HAVE CAT TEMP GLASS. GREATER THAN 9 S.F. SHALL HAVE CAT II TEMP GLASS.

WINDOWS WITH FIXED OR OPERABLE PANELS MUST HAVE CAT II TEMP. GLASS IF IT MEETS ALL OF THE FOLLOWING:

- EXPOSED AREA GREATER THAN 9 S.F.
- BOTTOM EDGE OF GLAZING IS LESS THAN 18" A.F.F.
- TOP EDGE OF GLAZING IS MORE THAN 36" A.F.F.
- A WALKING SURFACE IS WITHIN 36" MEASURED HORIZONTALLY AND IN A STRAIGHT LINE, OF THE GLAZING

GLAZING IN WINDOWS IN ALL HAZARDOUS LOCATIONS SUBJECT TO IMPACT MUST BE CAT II TEMP GLASS (IE: STAIR LANDINGS, WET LOCATIONS, RAILINGS, ADJ TO STAIRS, ETC.)

GUARDS AND WINDOW FALL PROTECTION

NOTED WINDOWS SHALL HAVE WINDOW FALL PROTECTION DEVICES WHICH COMPLY WITH ASTM F 2090, WHICH SHALL LIMIT OPENING SUCH THAT A 4" SPHERE SHALL NOT PASS THROUGH. THE WINDOW OPENING CONTROL DEVICE, AFTER OPERATION TO RELEASE SAID DEVICE SHALL ALLOW THE WINDOW TO FULLY OPEN, AND SHALL NOT REDUCE THE MINIMUM NET CLEAR OPENING AREA OF THE WINDOW UNIT TO LESS THAT THE AREA REQUIRED FOR EGRESS WHEN EGRESS IS REQUIRED

SMOKE ALARMS

- SMOKE DETECTORS ARE REQUIRED IN THE FOLLOWING LOCATIONS:
- IN EACH SLEEPING ROOM
- CENTRALLY LOCATED IN CORRIDORS WITH ACCESS TO EACH SLEEPING AREA
- ONE EACH FLOOR OF THE DWELLING, INCLUDING THE BASEMENT
- WHERE THE CEILING HEIGHT OF A ROOM OPEN TO A HALLWAY SERVING BEDROOMS EXCEEDS THAT OF THE HALLWAY BY 24 INCHES OR MORE, SMOKE DETECTORS MUST BE INSTALLED IN THE HALLWAY AND THE ADJACENT ROOM.
- IN NEW CONSTRUCTION, SMOKE DETECTORS MUST RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRE AND SHALL BE EQUIPPED WITH A BATTERY BACKUP

CARBON MONOXIDE ALARMS

- IN NEW CONSTRUCTION, CO ALARMS ARE REQUIRED WHEN AT LEAST ONE OF THE FOLLOWING CONDITIONS EXIST:
- FUEL-FIRED APPLANCE ARE INSTALLED
- ATTACHED GARAGE
- CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE, AND WITHIN 10', OF EACH SLEEPING AREA OR BEDROOM.

STRUCTURE

ALL DESIGN LOADS, COLUMN SIZES AND FOOTING SIZES FOR CONCENTRATED LOADS WILL BE INDICATED ON PLAN AFTER TRUSS MANUFACTURER PROVIDE TRUSS LAYOUT FOR GIRDER LOCATIONS AND END REACTIONS IN POUNDS. FOLLOW POINT LOADS FROM BEAMS & GIRDER TRUSSES THROUGH FLOOR SYSTEM TO BEARING W/ SOLID BLOCKING

KEY NOTES:

F U.L. APPROVED EXHAUST FAN VENTED TO OUTSIDE.

S APPROVED SMOKE DETECTORS.

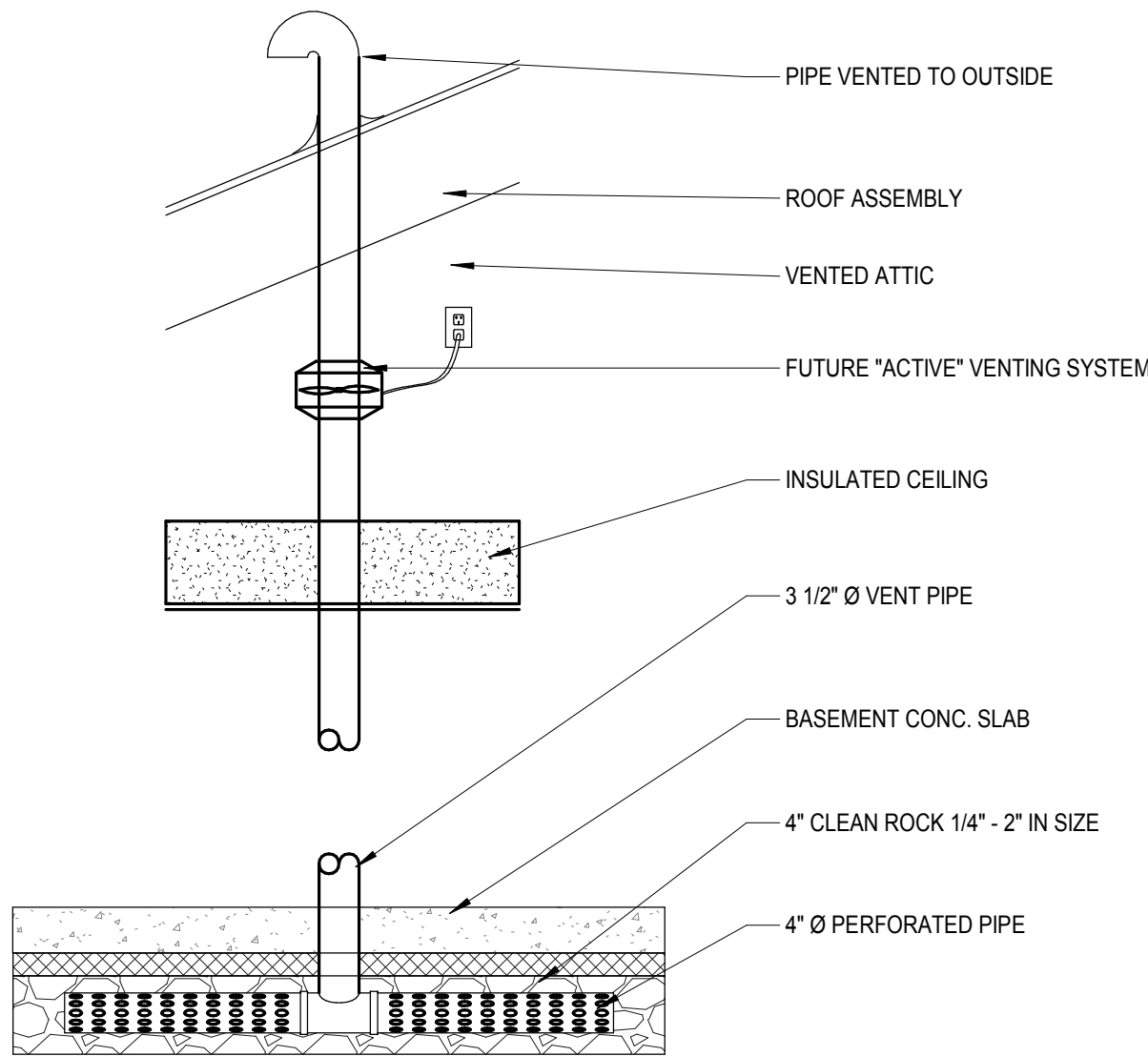
CO APPROVED CARBON MONOXIDE DETECTORS.

FUTURE WALLS SHOWN AS DASHED

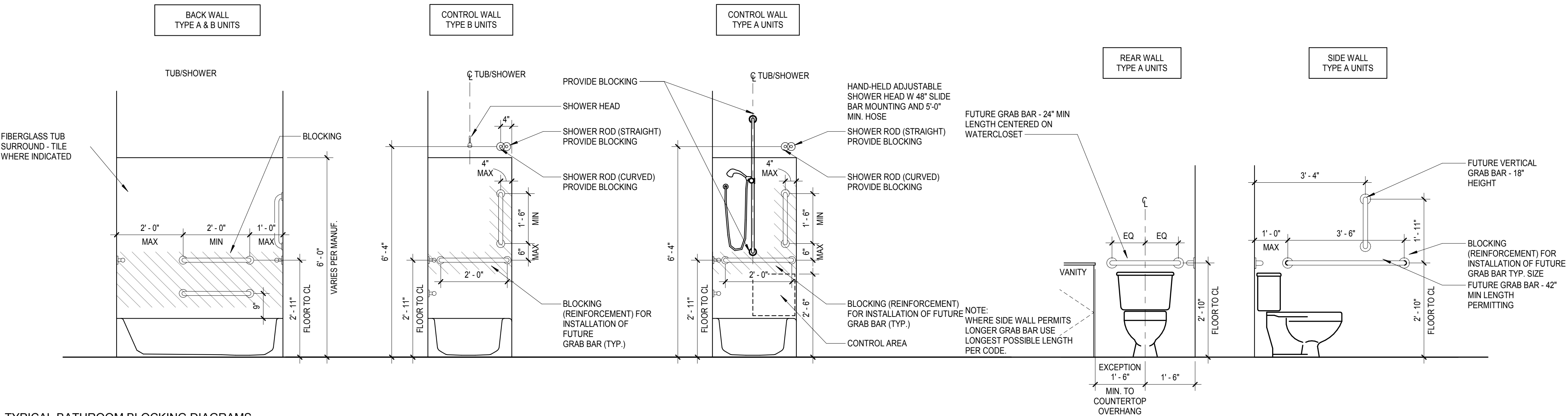
SOLID WALLS TO BE FRAMED ONLY

CODE SUMMARY:

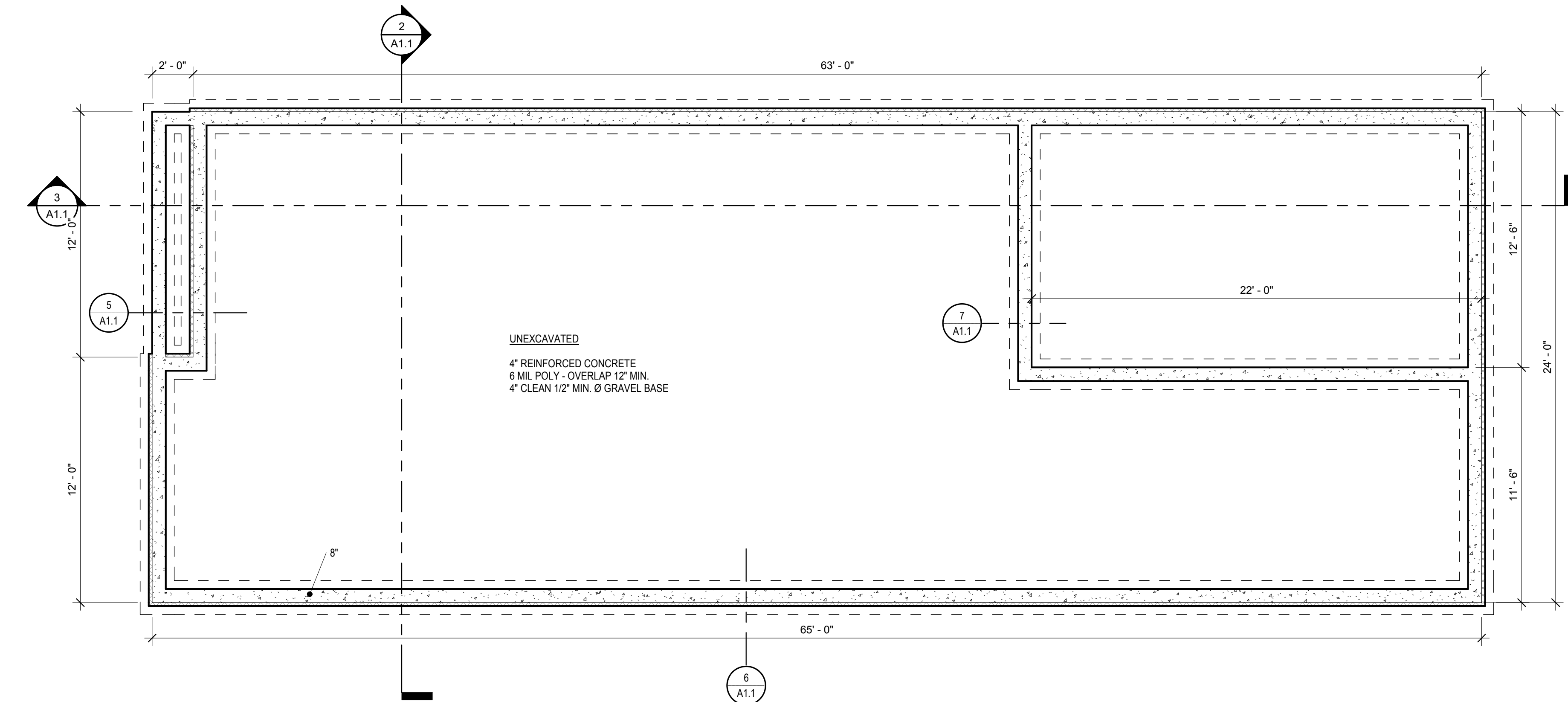
BUILDING CODES USED FOR DESIGN:
2020 INTERNATIONAL RESIDENTIAL CODE
2020 MINNESOTA RESIDENTIAL CODE
2020 MINNESOTA ENERGY CODE



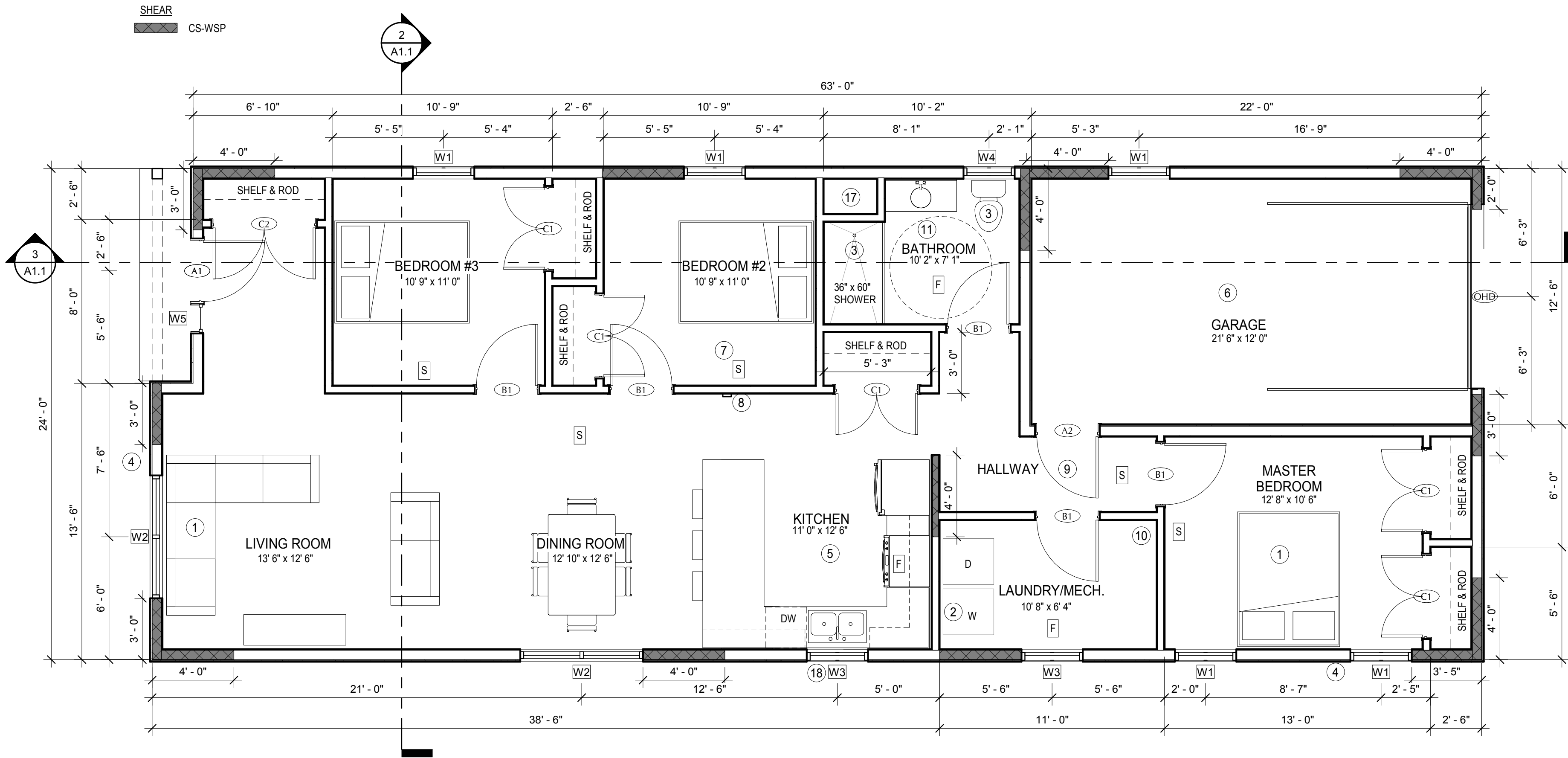
2 PASSIVE RADON CONTROL DETAIL
3/4" = 1'-0"



1 TYPICAL BATHROOM BLOCKING DIAGRAMS
1/2" = 1'-0"



1 FOUNDATION PLAN
1/4" = 1'-0"



2 MAIN LEVEL PLAN
1/4" = 1'-0"

SF = 1,225
(EXCLUDES GARAGE)

FOUNDATION NOTES:

- FOOTING SIZE & REINFORCEMENT
 - 1500 LB SOIL BEARING
 - 18" x 8", (2) #4 REBAR CONT. 3' FROM BOTTOM
- SIMPSON ABU66Z OR SIMILAR STANDOFF BASE AT PATIO POST

GENERAL NOTES:

- ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE OWNER. EACH TRADE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PROCEDURES, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THEIR WORK.
- THE GENERAL CONTRACTOR SHALL FILE FOR AND OBTAIN ALL REQUIRED PERMITS, LETTERS OF SATISFACTORY COMPLETION AND CERTIFICATES OF OCCUPANCY FROM THE LOCAL BUILDING OFFICIALS.
- ALL EQUIPMENT SHOWN AS DASHED IS BY THE OWNER. ELECTRICAL CONTRACTOR TO VERIFY POWER REQUIREMENTS FOR OWNER'S EQUIPMENT. MECHANICAL CONTRACTOR TO VERIFY PLUMBING AND HVAC REQUIREMENTS OF OWNER'S EQUIP.
- REFER TO THE MECHANICAL, ELECTRICAL DRAWINGS FOR ADDITIONAL WORK REQUIRED UNDER THIS CONTRACT.
- THE GENERAL CONTRACTOR AND/OR MECHANICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL WORK WITH THE OWNER'S REPRESENTATIVE AND ALL OTHER TRADES.
- THE GENERAL CONTRACTOR AND/OR ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL WORK WITH THE OWNER'S REPRESENTATIVE AND ALL OTHER TRADES.
- REFER TO THE STRUCTURAL DESIGN SHEETS FOR DETAILED INFORMATION ON THE STRUCTURAL DESIGN OF BUILDING. THE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER ANY STRUCTURAL INFORMATION NOTED ON THE ARCHITECTURAL DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN ARCHITECTURAL & STRUCTURAL.
- GENERAL CONTRACTOR SHALL COORDINATE INSTALLATION AND LOCATION OF THE FIRE DEPARTMENT KEY BOX W/ THE ROCHESTER FIRE PREVENTION BUREAU.

DOOR SCHEDULE-COMMON AREA

DOOR NUMBER	DOOR SIZE		THICKNESS	DOOR		NOTES
	WIDTH	HEIGHT		MATERIAL	TYPE	
A1	3'-0"	6'-8"	1 3/8"	STL	SOLID/INSULATED	WEATHERSTRIPPING
A2	3'-0"	6'-8"	1 3/8"	STL	SOLID/INSULATED	WEATHERSTRIPPING
B1	3'-0"	6'-8"	1 3/8"	WD	FLUSH	
C1	DBL 2'-0"	6'-8"	1 3/8"	WD	FLUSH	
C2	DBL 2'-6"	6'-8"	1 3/8"	WD	FLUSH	
OHD	9'-0"	7'-0"	1 3/8"	STL	SOLID/INSULATED	--

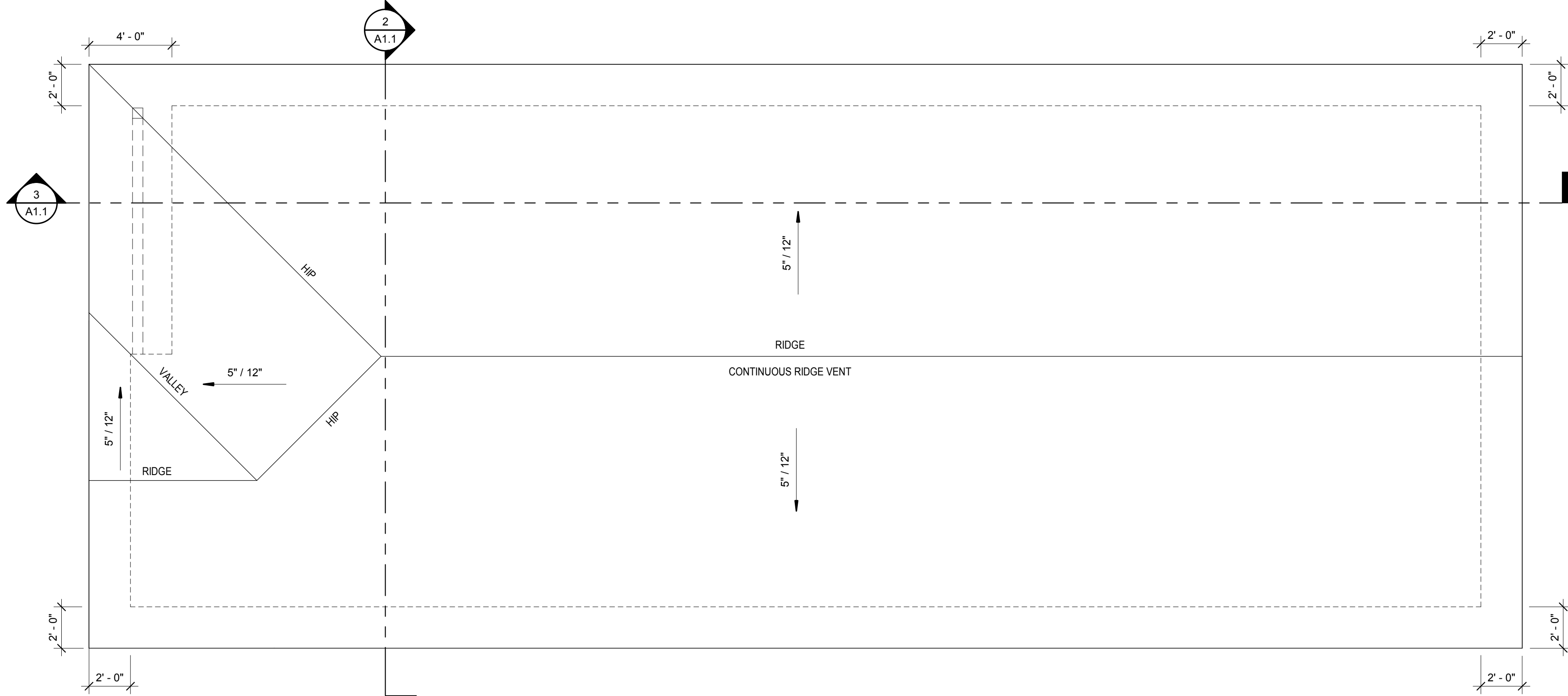
WINDOW SCHEDULE

WINDOW NUMBER	WIDTH	HEIGHT	MATERIAL	OPERATION	GLASS	NOTES & REMARKS
W1	3'-0"	4'-6"	VINYL	CASEMENT	TRIPLE GLAZED	
W2	(2) 3'-0"	4'-6"	VINYL	CASEMENT	TRIPLE GLAZED	
W3	3'-0"	3'-6"	VINYL	CASEMENT	TRIPLE GLAZED	
W4	2'-6"	3'-6"	VINYL	CASEMENT	TRIPLE GLAZED	SAFETY GLAZING
W5	1'-6"	6'-10"	VINYL	FIXED	TRIPLE GLAZED	SIDELIGHT

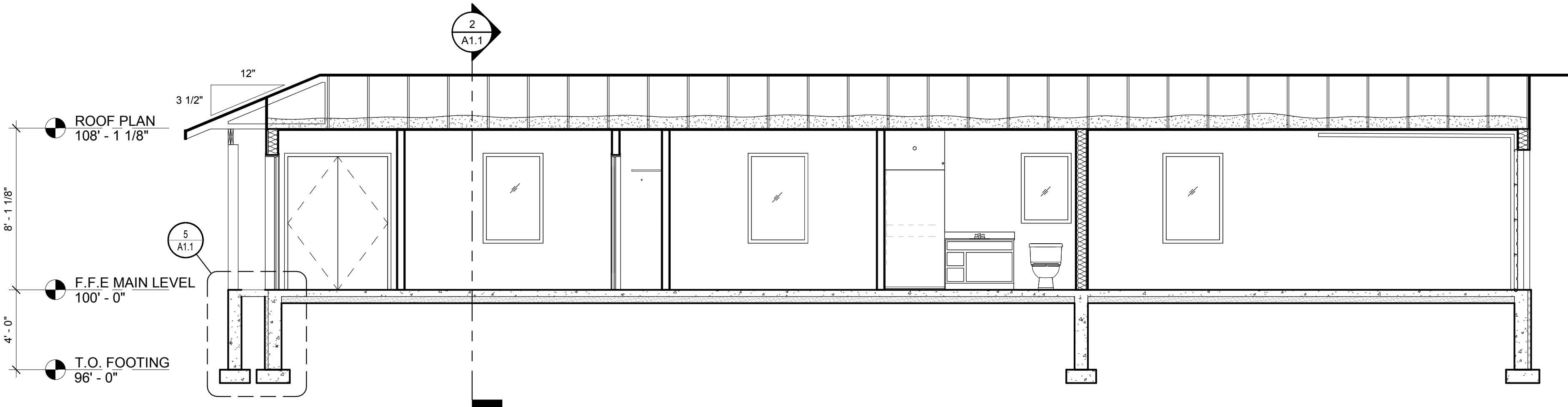
PLAN NOTES:

- FURNITURE SHOWN FOR REFERENCE ONLY - BY OWNER
- WATERTIGHT PAN AND DRAIN UNDER WASHER
- BLOCK OUT WALLS FOR GRAB BARS
- VERIFY HOSE BIB LOCATION(S) WITH OWNER/GC
- ADA
 - COUNTERS TO BE 34" (VERIFY)
 - BATHROOM SINK TO BE HANGING (VERIFY)
 - OUTLETS TO BE AT ACCESSIBLE HEIGHTS
- 5/8" TYPE 'X' GYP. BD. ON CEILING OF GARAGE
- SMOKE ALARM WHERE SHOWN. SHALL BE INTERCONNECTED
- CARBON MONOXIDE ALARM WHERE SHOWN. COMBINATION WITH SMOKE ALARM IS ALLOWED.
- DOOR TO BE SELF CLOSING
- MECHANICAL - GAS FIRED APPLIANCES TO BE ELEVATED 18" ABOVE FINISH FLOOR.
- MECHANICAL FAN WHERE SHOWN. MECHANICAL FANVENTING TO MEET MINNESOTA MECHANICAL CODE WHERE REQUIREMENTS FOR WHOLE HOUSE, BATHROOM, KITCHEN, ETC.
- 8'-1" CEILING HEIGHT U.N.O.
- 6'-8" HEADER HEIGHT U.N.O.
- TYP. AT ALL HEADERS - (2) 2x10
- GARAGE DOOR HEADER - (2) 1 3/4" x 9 1/4" MICROLAM LVL
- PORCH HEADER - (3) 2x10
- OPTION TO FRAME IN PLATFORM AT 38'-0" A.F.F. FOR TOWEL STORAGE. FRAME WITH 2x4s
- COORDINATE WINDOW LOCATION WITH CABINET DESIGN

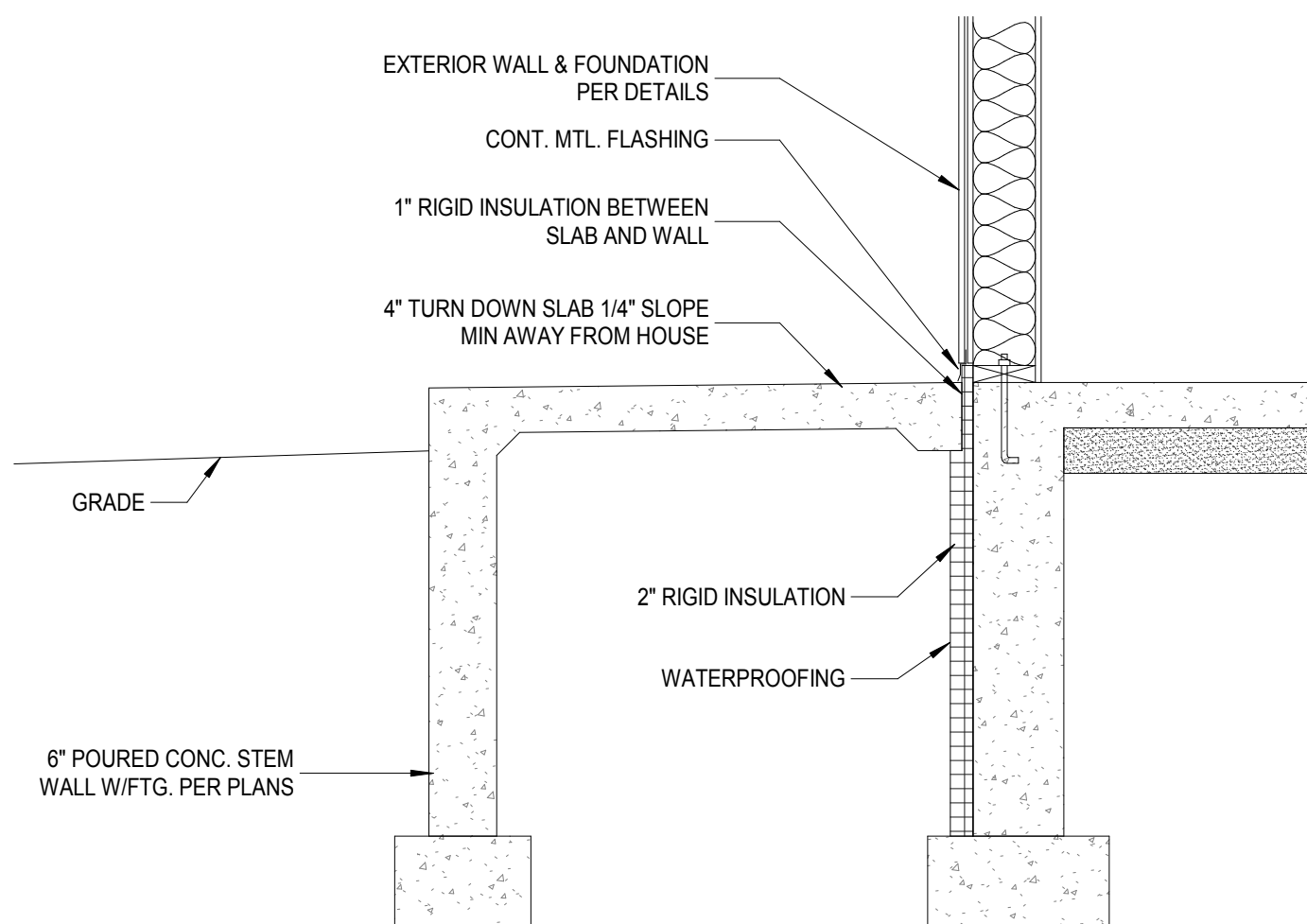
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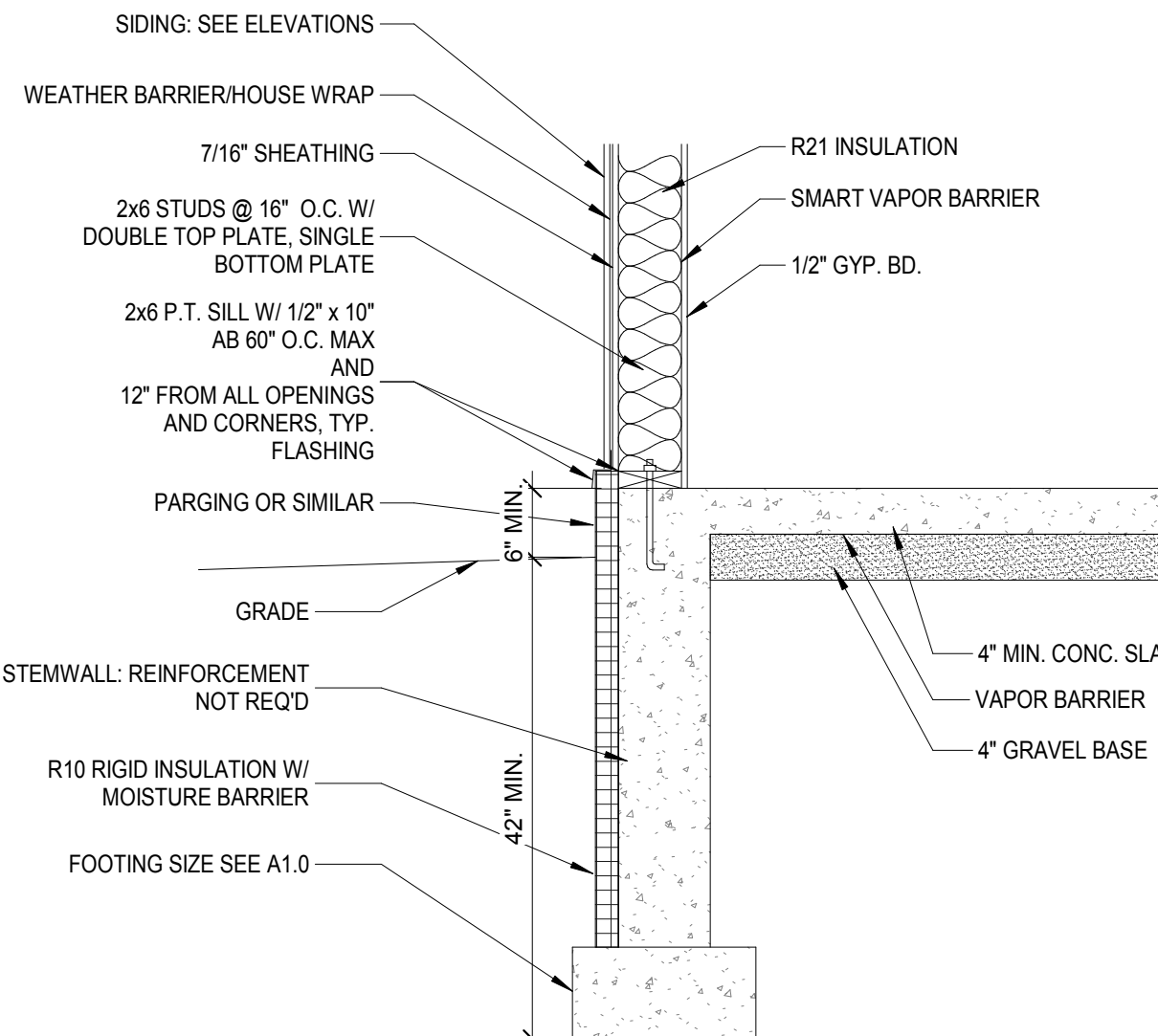
1 ROOF PLAN
1/4" = 1'-0"



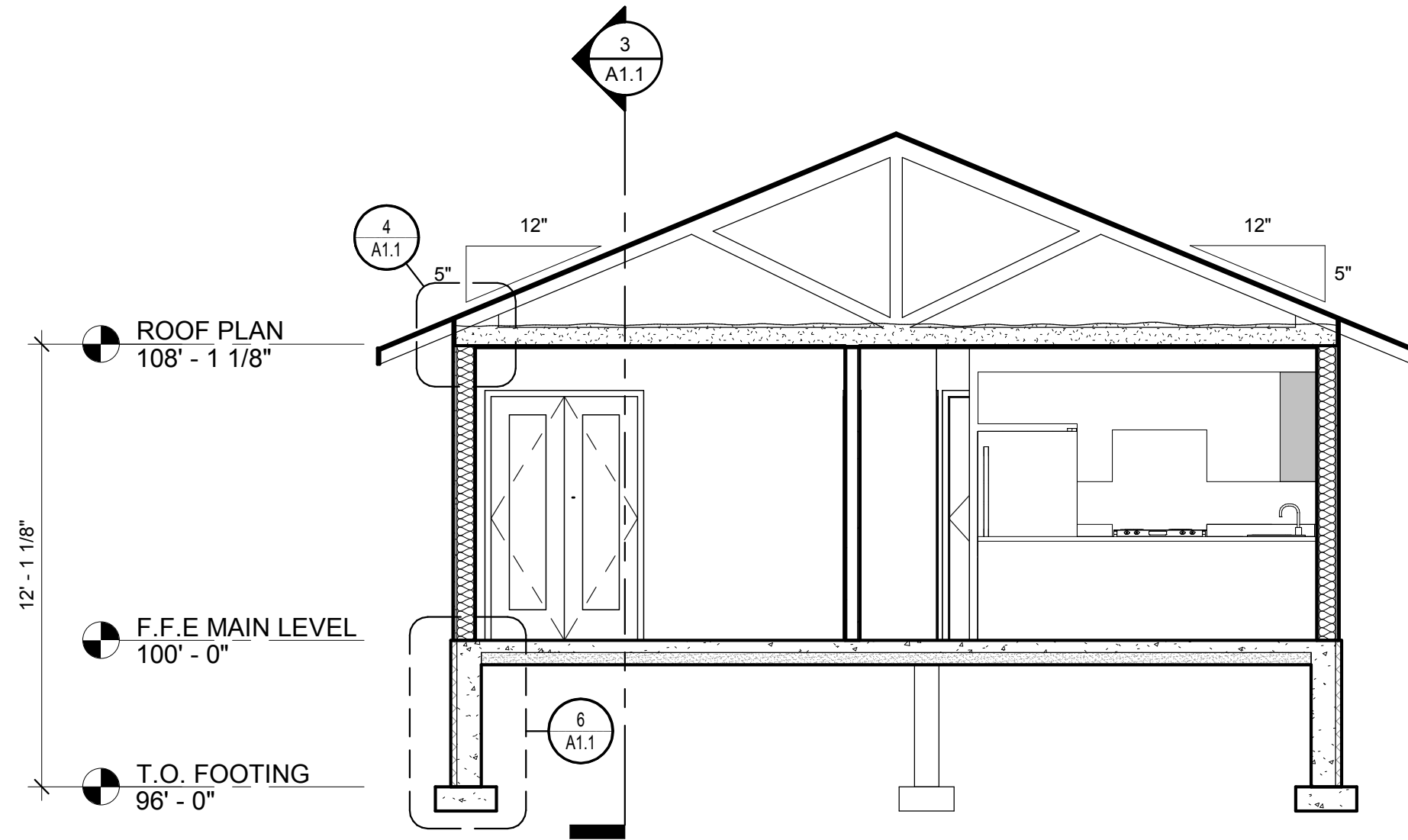
3 BUILDING SECTION E-W
1/4" = 1'-0"



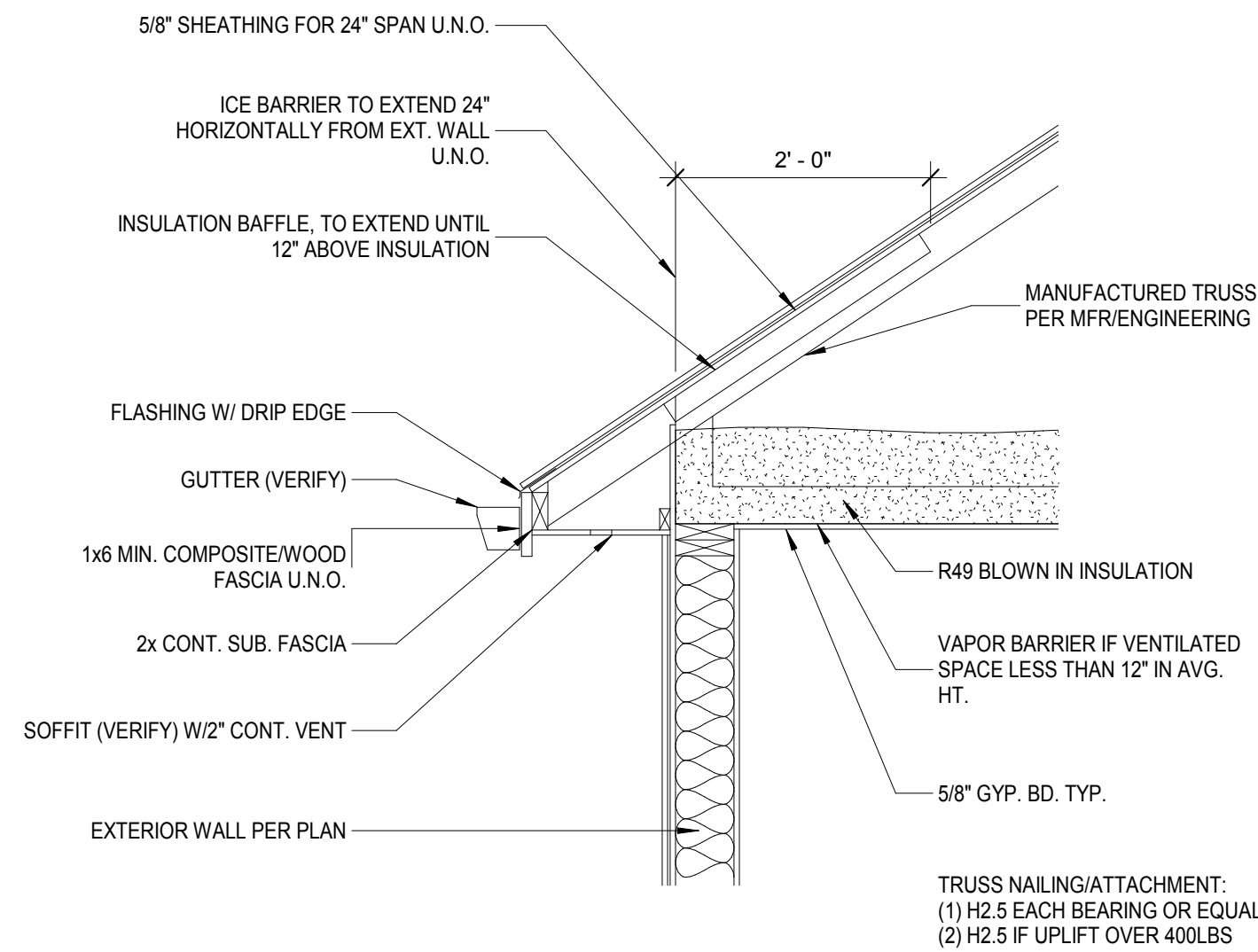
5 PATIO @ SLAB ON GRADE
3/4" = 1'-0"



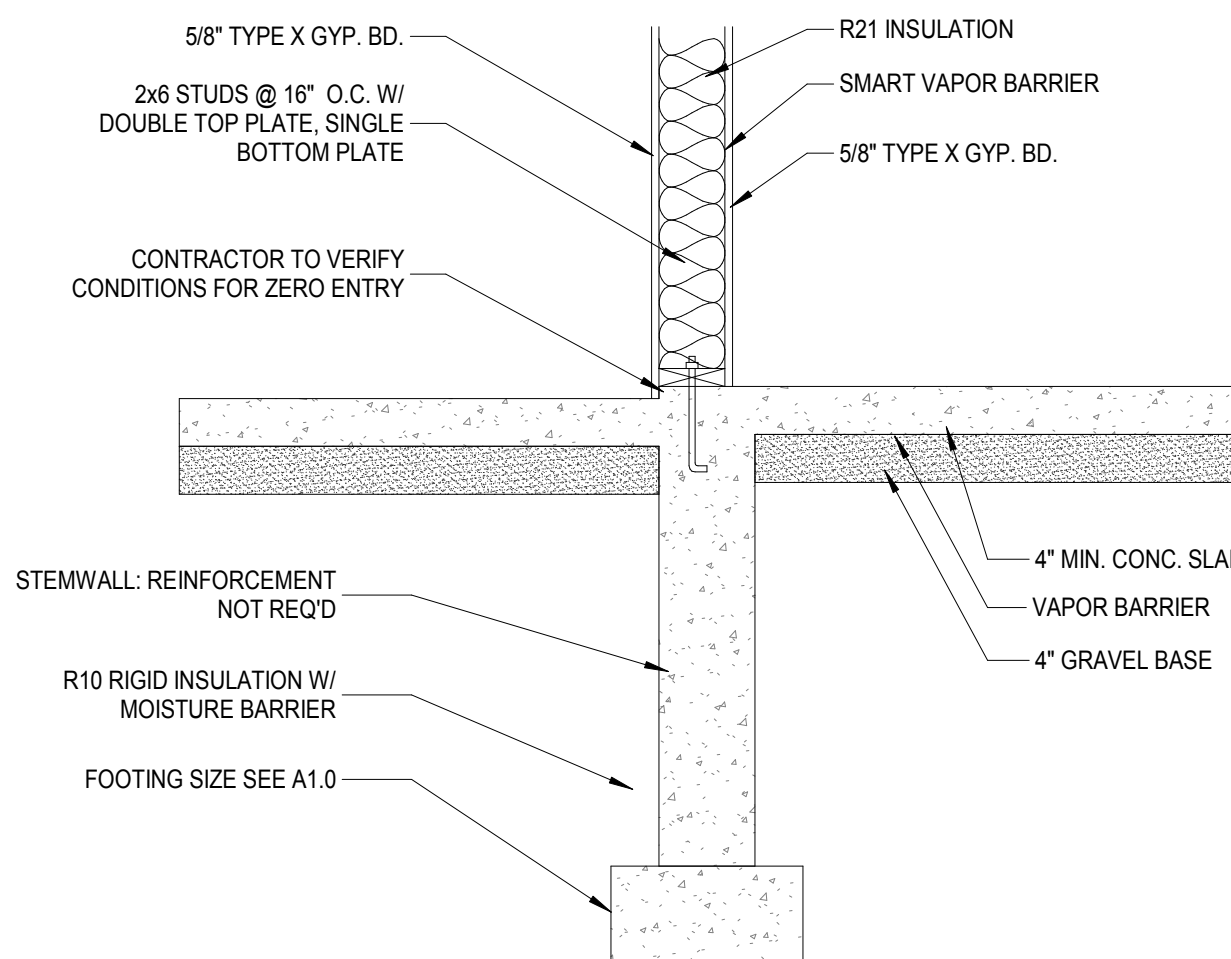
6 SLAB ON GRADE W/ EXTERIOR RIGID INSULATION
3/4" = 1'-0"



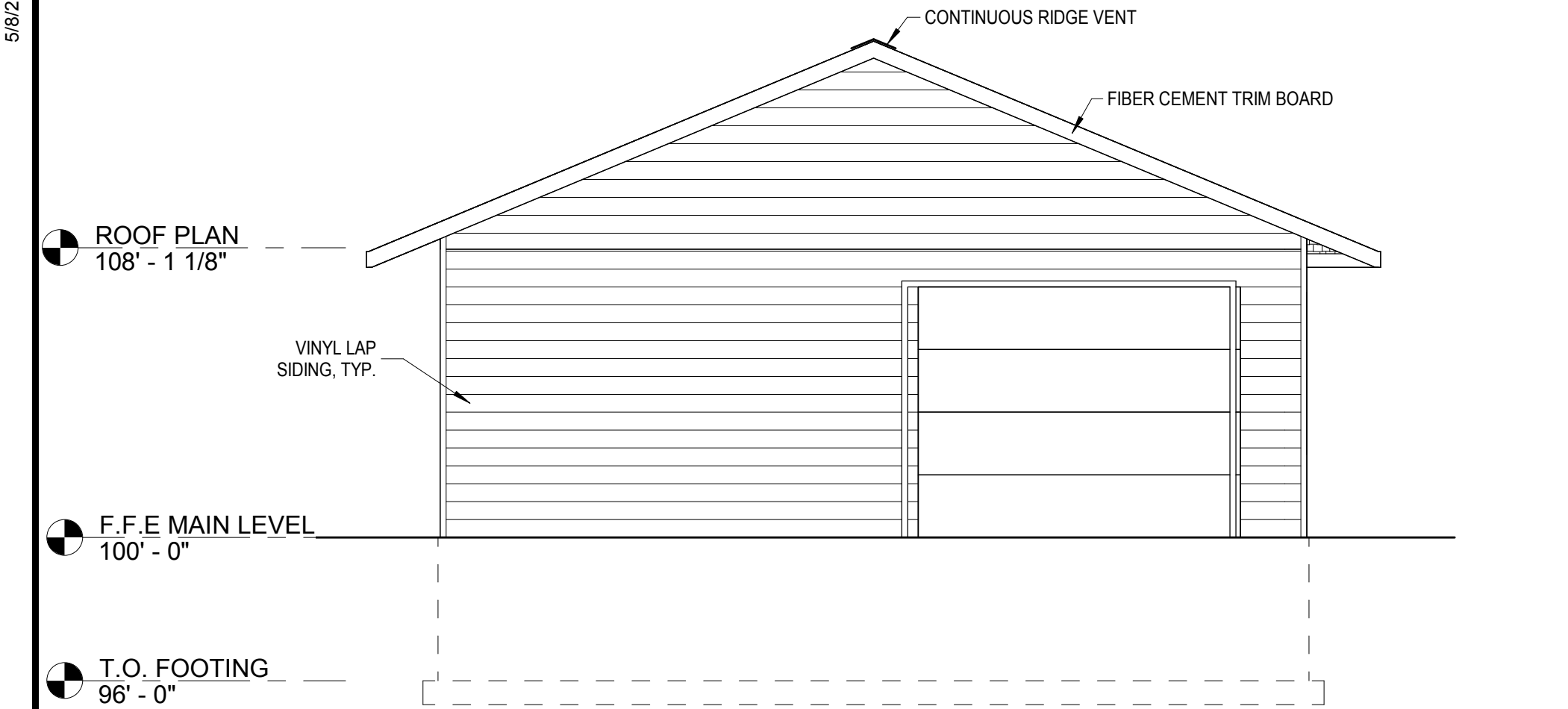
2 BUILDING SECTION N-S
1/4" = 1'-0"



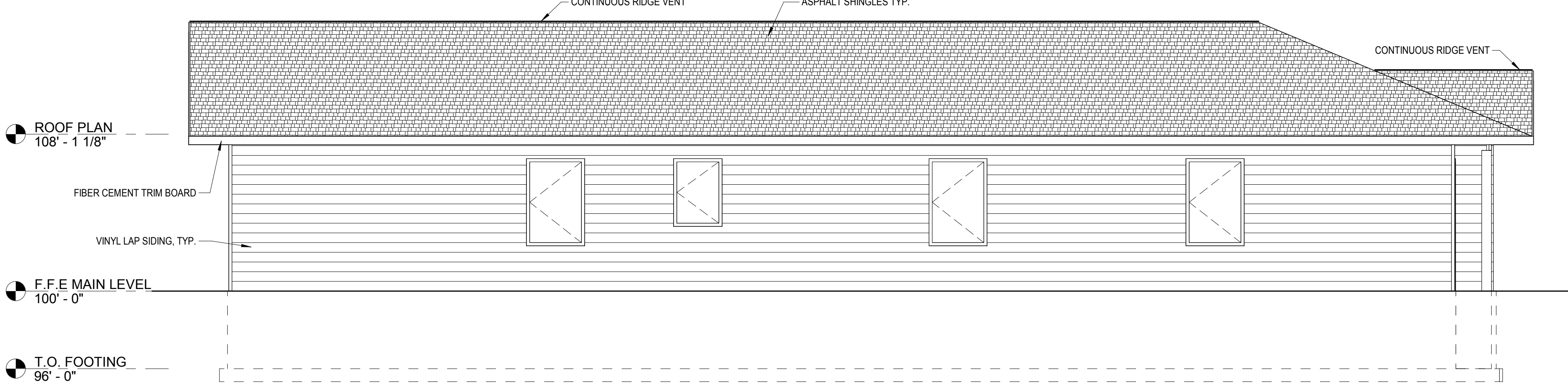
4 ROOF CONNECTION DETAIL
3/4" = 1'-0"



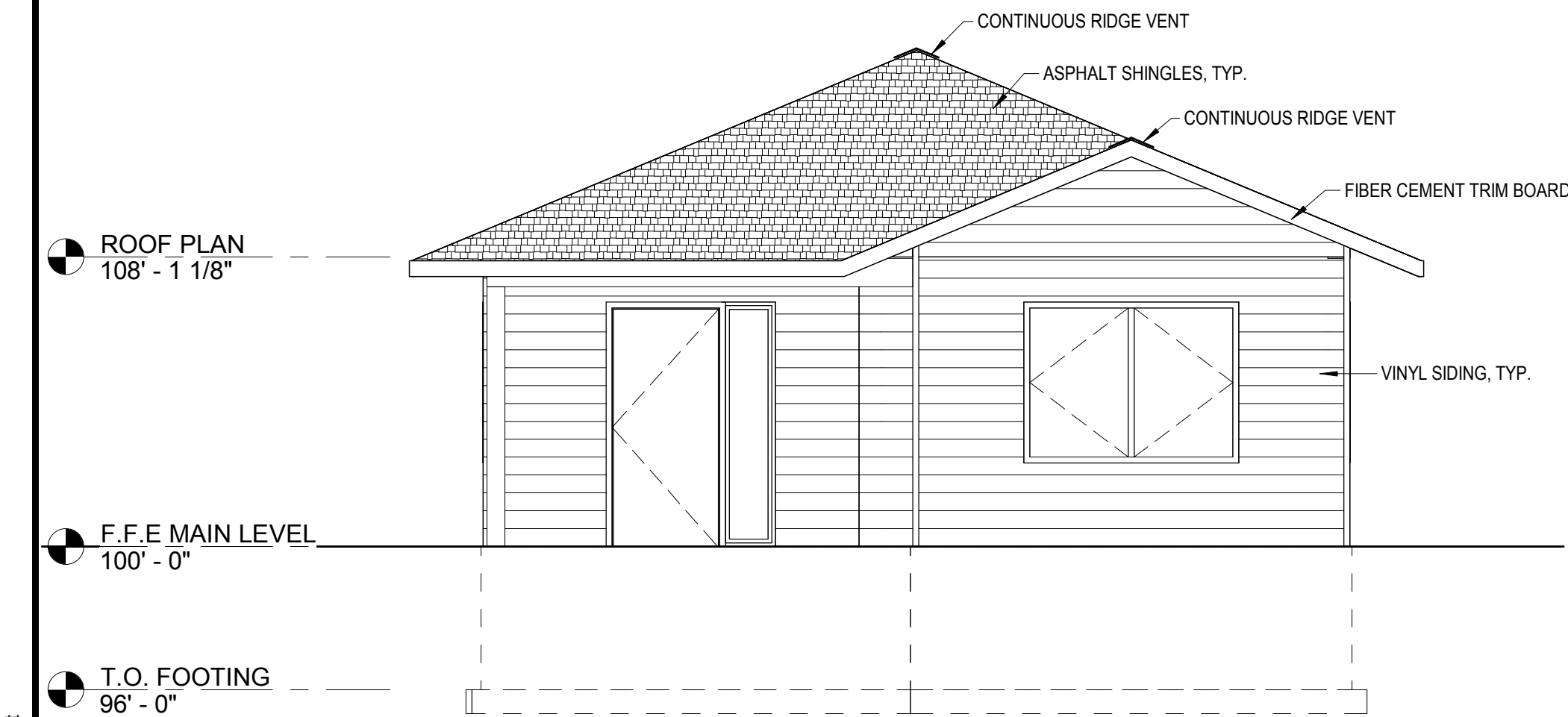
7 SLAB ON GRADE @ STEM FOUNDATION
3/4" = 1'-0"



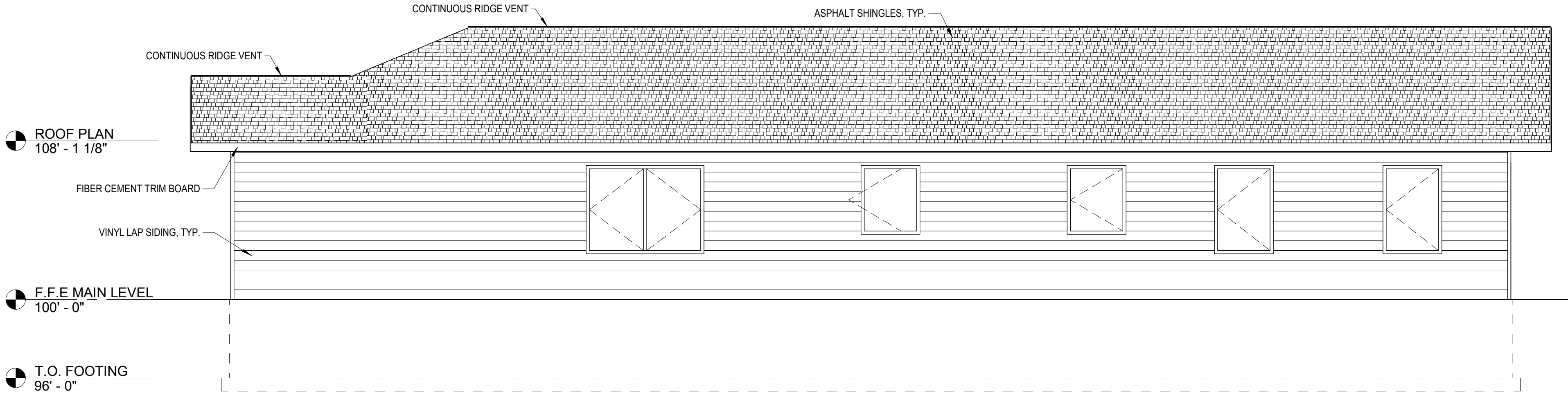
1 NORTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



4 EAST ELEVATION
1/4" = 1'-0"

TWO RIVERS HABITAT FOR
HUMANITY
OWATONNA
MINNESOTA

PROJECT NUMBER	24-009
DATE	05/08/2024
DRAWN BY	Author
CHECKED BY	Checker
ISSUE/REVISION HISTORY	

824 East Vine Street Owatonna, MN 55060

Two Rivers Habitat for Humanity

Project Description: This project aims to construct a single-family home that is energy-efficient, handicap accessible, and resilient in inclement weather. The home will have a zero-entry design, three bedrooms, one bathroom, and an attached one-stall garage.

Project Goals: The goal is to provide affordable housing in line with the mission of Two Rivers Habitat for Humanity. The project also serves as an educational platform for local high school students, providing them with hands-on experience in construction.

Project Leader: Eric Hoyer, the Construction Manager at Two Rivers Habitat for Humanity, will lead the project. Eric has extensive experience in residential construction, project management, and community service.

Project Partners: The local high school's Industrial Arts Program will partner with us on this project, providing students with hands-on experience in construction.

This project is about building a home and enriching our community. By involving local students, we are investing in the future of our community and providing a valuable learning experience for the next generation of builders.



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Ashley Zidon, Planning Specialist
SUBJECT: Resolution 60-24 Final Plan - Cashman Addition No. 3

Purpose:

Request Council approve Resolution 60-24 to approve the Final Plat of Cashman Addition No. 3.

Background:

See attached staff report. The Planning Commission recommended approval.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 60-24 Final Plat - Cashman Addition No. 3
2. Cashman Final Plat-Staff Report-PC

RESOLUTION NO. ____-24

A RESOLUTION APPROVING FINAL PLAT OF
CASHMAN ADDITION NO 3.

WHEREAS, on June 18, 2024, the City Council accepted and approved the final plat of Cashman Addition No. 3 to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

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

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 approval
 - b. Subject to City Engineer comments before recording
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.

Passed and adopted this 18th day of June, 2024; with the following vote:

Aye ____; No ____; Absent ____;

Approved and signed this ____ day of _____;

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

June 7, 2024

To: Planning Commission

From: Community Development Department

RE: Final Plat Cashman Addition No. 3

Application Review

PIN: 17-004-1404
Now referred to as “subject property”

Address and Location 285 22nd St NW
22nd Street NW and 3rd Avenue NW to the west

Applicant: City of Owatonna
Now referred to as “applicant”

Owner: City of Owatonna

Existing Zoning: R-6 High Density Residential

Existing Land Use: Vacant

Report Attachments: Location maps
Preliminary plat
Final plat

Previous Planning Commission Action: Planning Commission approved the preliminary plat at the May 14, 2024, regular meeting. City Council approved the preliminary plat at the May 21, 2024, regular meeting.

Background

The City of Owatonna is requesting approval of the final plat of Cashman Addition No. 3, a 0.56± acre, single-lot residential plat. The applicant is proposing residential redevelopment of this parcel. The intent is for the applicant to solicit an RFP for redevelopment, welcoming a range of medium and high-density residential proposals; those allowable uses under the R-6 zoning district. It’s likely a variance/s will be needed to support redevelopment.

Access to the parcel may be off 3rd Ave NW or 22nd St NW. The parcel is serviced through existing water, sewer, and storm sewer located in 3rd Avenue NW.

Proposed Development:

Size of Subdivision: 0.56± acres

Number of Lots: One lot subdivision

Lot Configuration: Generally rectangular in shape

Street Pattern:	No changes to existing street pattern
Services:	Storm, sewer, and water are located in 3 rd Ave NW. No utility stubs are present on the site
Timing of Development:	The applicant will record the plat after approval to develop the RFP
Outstanding Assessments:	None
Floodplain:	None
Wetlands:	The property does not have any wetlands
Storm Water Drainage:	There will be site alterations as part of the residential redevelopment. Will be reviewed specifically with a grading permit for any new construction.
Easements:	None proposed
County/MNDOT Review:	Not adjacent to a ROW

Context

The subject property is guided as low density residential on the future land use map. Justification for the rezoning is provided in the RZ-7 Cashman Addn No 3 staff report and Ordinance 1661 approved by Council on June 4, 2024.

The subject property is situated next to R-6 high density residential (east and south) and mobile home district (west). Directly to the north is an R-1 single family home. Was recently rezoned to R-6, High Density Residential; approved at City Council on June 4, 2024.

Access and Streets

Site plan will be reviewed for compliance with zoning ordinance at the time of application.

Utilities

Storm, sewer, and water exist in 3rd Ave NW. No sanitary or water stubs are shown on existing GIS or preliminary plat. Developer will need to go into the street to tap water and sewer lines.

Utility Easement

A ten (10) foot drainage and utility easement run parallel to the right of way on the north and west. A ten (10) foot drainage and utility easement are located on the west and south side of the lot. A five (5) foot drainage and utility easement are located on the east side of the lot.

Natural Resource Inventory

No wetlands are on this parcel, confirmed by Steele County Soil and Water Conservation District.

Findings of Fact

1. The City of Owatonna initiated a final plat and is referred to as “the applicant” and “the owner”
2. Planning Commission held a public hearing and recommended approval of preliminary plat on May 14, 2024
3. City Council approved the preliminary plat on May 21, 2024
4. That the final plat meets minimum lot sizes in the City of Owatonna zoning code (157.028)
5. That the final plat offers two potential access points to support a range of housing types
6. That the property is adequately served by utilities, with storm, sewer, and water existing in 3rd Ave NW

Recommendation

Staff recommends **approval** of the final plat, Cashman Addition No. 3, based on findings of fact and the following conditions:

1. The final plat shall be recorded within 60 days of approval
2. The title opinion shall be approved by the City Attorney prior to recording of the final plat
3. Subject to City Engineer comments before recording

Planning Commission Minutes

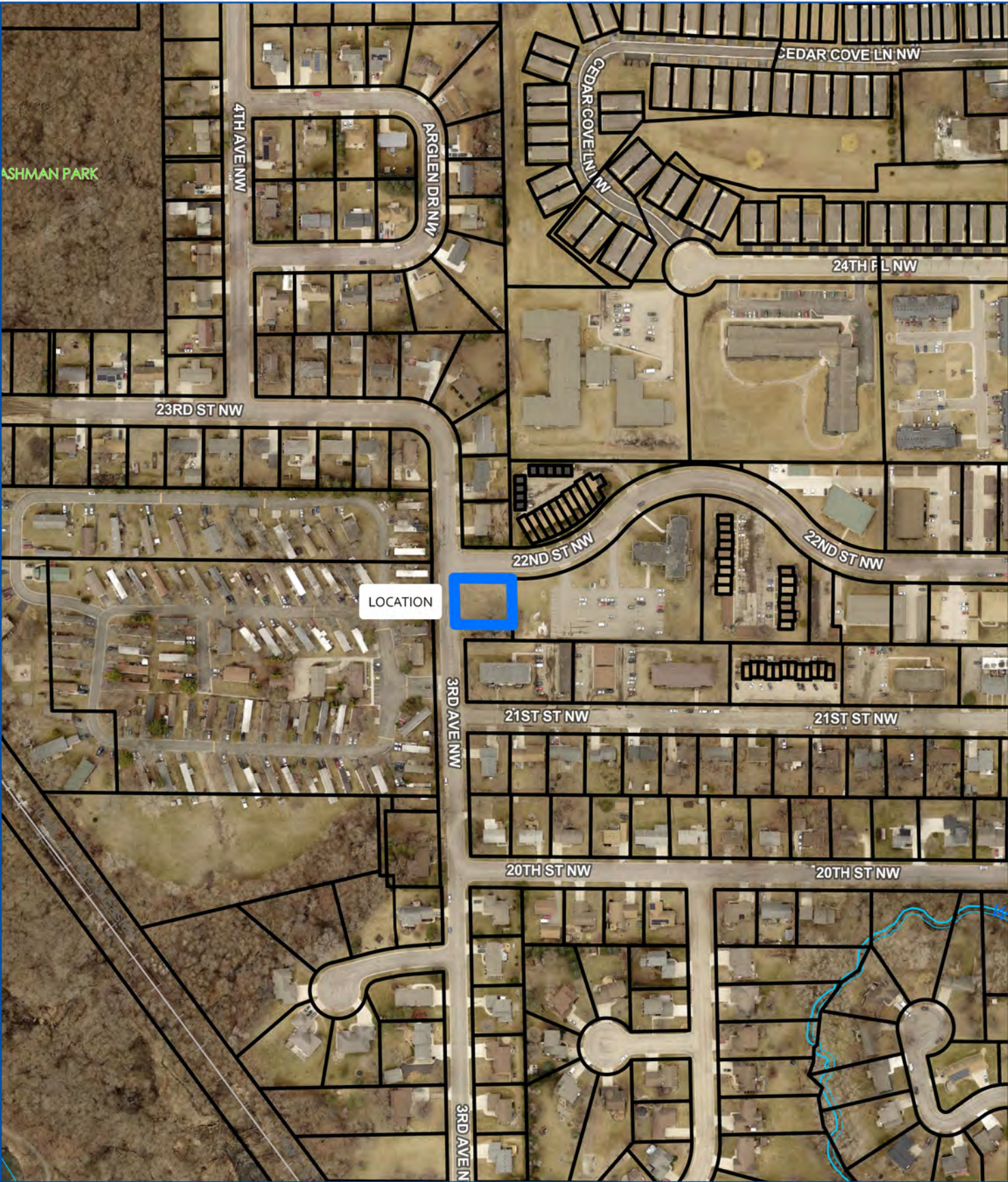
Final Plat of Cashman Addition No. 3, which is a 0.56± acre tract of land zoned R-6 High Density Residential District, requested City of Owatonna and located at 285 22nd Street NW, was presented by Planning Specialist Ashley Zidon. (Refer to report on file.) A motion was made by Wilson and seconded by Peake to recommend City Council approval of this final plat, Cashman Addition No. 3, based on the findings of fact and the following conditions:

1. The final plat shall be recorded within 60 days of approval.
2. The title opinion shall be approved by the City Attorney prior to recording of the final plat.
3. Subject to City Engineer comments before recording.

All Commissioners voting Aye, the motion carried.

Location Map - 285 22nd Street NW
City of Owatonna

Exb A



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

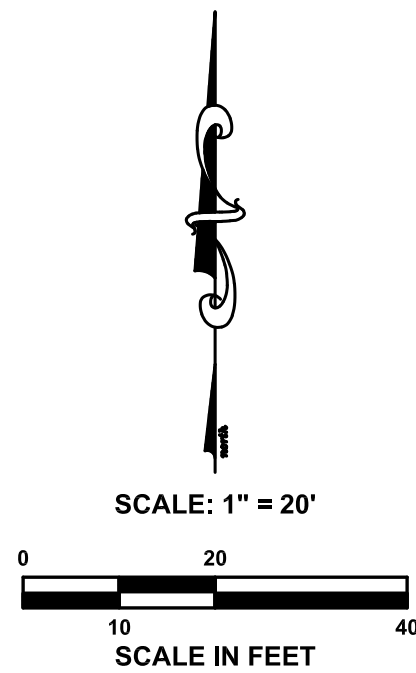
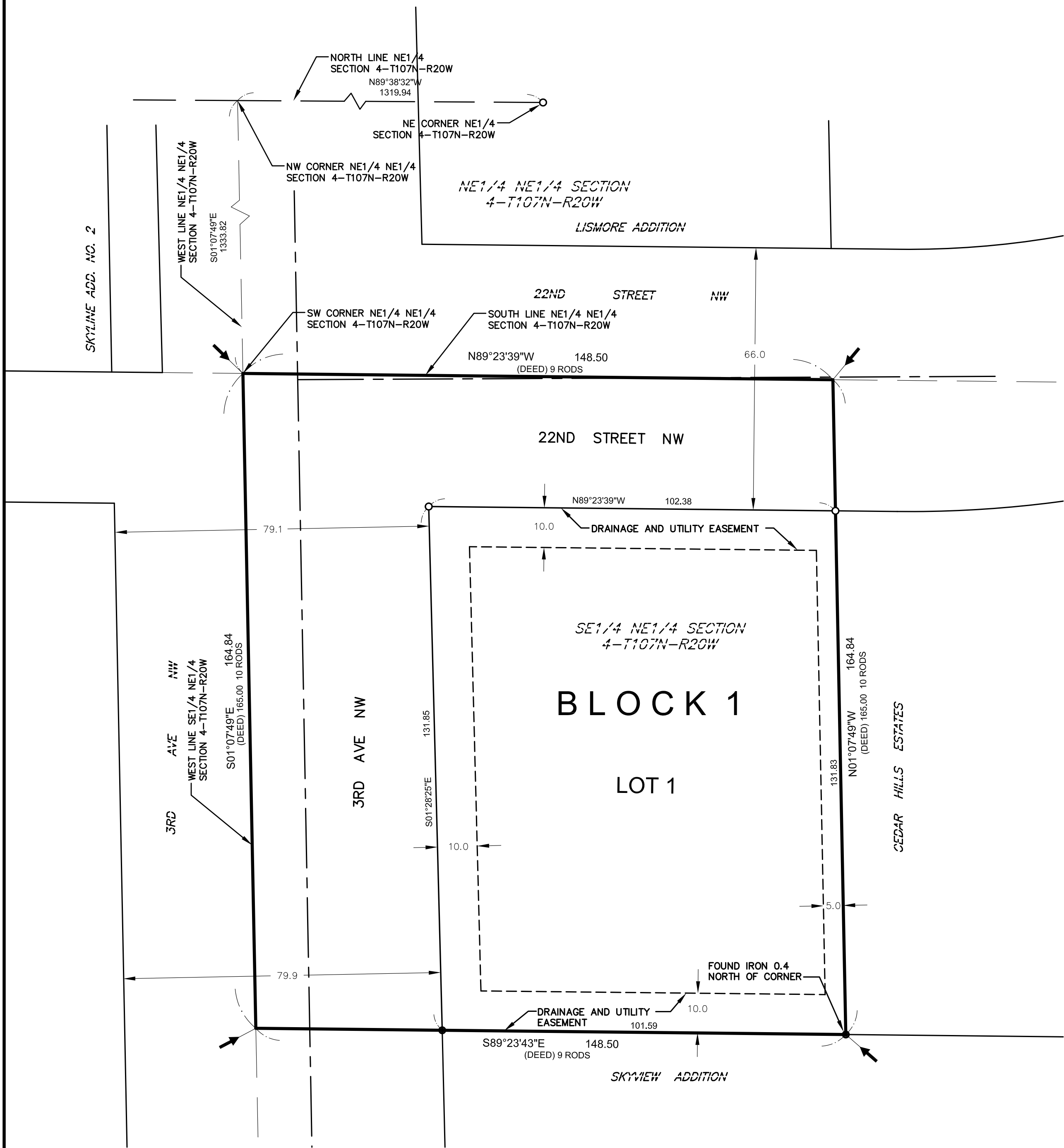
April 30, 2024



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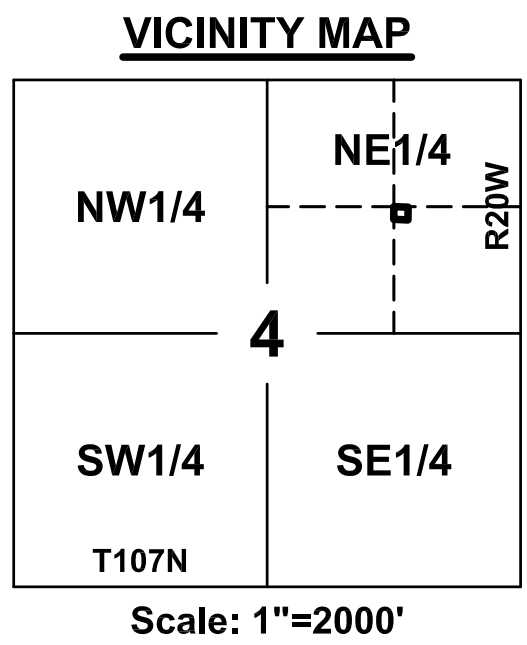
OFFICIAL PLAT

CASHMAN ADDITION NO. 3



BASIS OF BEARING SYSTEM
All bearings are based upon the west line of the SE1/4 NE1/4
Section 4-T107N-R20W, Bearing South 01°07'49" East,

- LEGEND**
- = 5/8 inch x 16 inch iron monument (capped LS 52646)-Placed
 - = Iron monument - Found
 - ➔ = Addition Corner



KNOW ALL PERSONS BY THESE PRESENTS THAT: The City of Owatonna, Minnesota, a Municipal Corporation, owner of the following described property:

All that part of the Northeast Quarter of Section 4, Township 107 North, Range 20 West described as follows:

Beginning at the southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 4, thence South 10 rods, thence East 9 rods, thence North 10 rods, thence West 9 rods to the point of beginning.

Has caused the same to be surveyed and platted as CASHMAN ADDITION NO. 3, and does hereby dedicate to the public for public use the public ways and and utility and access easements as created herewith, as shown on this plat.

In witness whereof said City of Owatonna, Minnesota, a Minnesota Municipal Corporation, has caused these presents to be signed by its proper officer this

_____ day of _____, 20____.

Kris M. Busse, City Administrator

Thomas A. Kuntz, Mayor

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Kris M. Busse, City Administrator, City of Owatonna, Minnesota, a Municipal Corporation.

Kristen Kopp, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Thomas A. Kuntz, Mayor, City of Owatonna, Minnesota, a Municipal Corporation.

Kristen Kopp, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

I, Scott A. Tuchtenhagen, hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a true and correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 20____ by Scott A. Tuchtenhagen, a licensed land surveyor.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

This plat of CASHMAN ADDITION NO. 3 was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on the _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.1

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Jennifer Mueller, Property Tax and Elections Director
Steele County, Minnesota

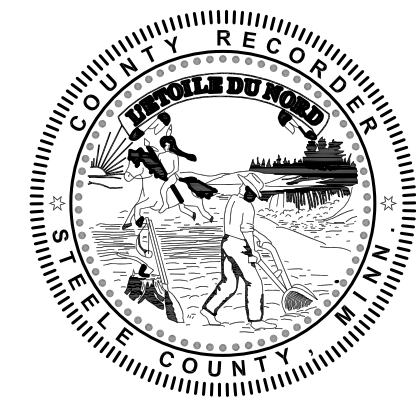
I hereby certify that taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Candi Lemarr, Finance Director
Steele County, Minnesota

Filed in the Office of the County Recorder this _____ day of _____, 20____, at _____ O'clock _____ M., in Book _____ of

Plats, Page _____, as Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota



JONES HAUGH & SMITH, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 61-24 Exchange Property - Alexander Lumber Company

Purpose:

Council to approve Resolution 61-24 authorizing an Agreement to Convey in Exchange to facilitate an exchange of property with JBM Acquisitions, LLC, parent company of Alexander Lumber Company in Owatonna.

Background:

The Economic Development Authority (EDA) has purchased and demolished 4 houses on the north side of the 100 block of East Fremont Street for redevelopment. The EDA also has a fifth house that is being rented right now. In pursuing a redevelopment project for this area, staff contacted neighboring businesses. Alexander Lumber has expressed interest in consolidating their storage area. Currently, they have a storage area on Fremont Street and another storage area on North Elm Avenue. They also have a vacant lot on East Rose Street that is used for employee parking. Alexander Lumber is interested in the 2 western lots the EDA owns to consolidate their storage area. They would likely sell their lot on North Elm if they were able to obtain the EDA lots.

The agreement proposes exchanging the EDA's two western lots for Alexander Lumber's lot on Rose Street. The lot the City would be receiving is next to an existing EDA lot. The two together create much more of a buildable commercial lot than just one on its own. This will allow for more opportunity for redevelopment along Rose Street as well. The lot on Rose Street is smaller than the 2 lots on Fremont combined but has a higher value. The EDA approved this exchange at their May meeting.

Budget Impact:

There is no exchange of money. There will be minimal costs associated with the closing that will be paid for by the EDA.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 61-24 Authorize Property Exchange with Alexander Lumber Company
2. Site map
3. Agreement to Convey in Exchange

RESOLUTION NO. 61-24
A RESOLUTION AUTHORIZING PROPERTY EXCHANGE

WHEREAS, The City of Owatonna (City) and JBM Acquisitions, LLC (JBM) each own property in the downtown area of Owatonna, MN; and

WHEREAS the City desires to acquire the JBM parcel and JBM desires to acquire the City parcel, subject to the terms and conditions of the Agreement to Convey in Exchange Agreement dated June 7, 2024.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, and mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree to the agreement attached dated June 7, 2024.

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

Aye ____; No ____; Absent ____.

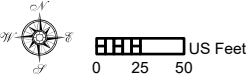
Approved and signed this _____ day of June, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

Property Map
City of Owatonna



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

June 13, 2024

AGREEMENT TO CONVEY IN EXCHANGE

THIS AGREEMENT is made this 7th day of June, 2024 ("Effective Date") by and between City of Owatonna, a Minnesota Municipal Corporation, hereinafter referred to as CITY and JBM Acquisitions LLC, a Minnesota Limited Liability Company, hereinafter referred to as JBM.

RECITALS

1. City is owner of the premises at 122 Fremont Street East and 126 Fremont Street East in Owatonna, Minnesota, legally described as follows:

Parcels: 17-010-4316
17-010-4315

Please see Exhibit A

("CITY Parcel")

2. JBM is owner of the premises at 130 Rose Street East, Owatonna, Minnesota, legally described as follows:

Parcel: 17-104-0107

Please see Exhibit B

("JBM Parcel")

3. City desires to acquire the JBM Parcel and JBM desires to acquire the CITY Parcel, subject to the terms and conditions herein.

IN CONSIDERATION of the foregoing and the mutual promises and covenants set forth below, CITY and JBM agree as follows:

COVENANTS

MMW 5/9/24

1. CITY Deed. City agrees to convey the City Parcel to JBM by a Limited Warranty Deed, in exchange for the JBM Parcel.
2. JBM Deed. JBM agrees to convey the JBM Parcel by Limited Warranty Deed to the City, in exchange for the CITY Parcel.
3. Closing Date. The date of closing will be on the ____ day of ____, 2024 at the law offices of Walbran & Furness, 140 East Main Street, Owatonna, Minnesota, or at such other location as the parties agree.
4. Prorations. All taxes, utilities and any other charges on or concerning the respective properties of the parties shall be prorated to the date of closing.
5. Title. Each party shall obtain the title services such party deems necessary, including a title insurance commitment or attorney's title opinion and shall provide a copy of the same to the other party. Each party shall use best efforts to provide marketable title to the other party by the date of closing. Each party shall pay all costs and fees necessary to convey marketable title to the other party. In the event either party has not provided marketable title by the date of closing such party shall have an additional 30 days to make title marketable, or in the alternative, the other party may waive title defects by written notice to the party whose property is not marketable. In addition to the 30 day extension, the parties may, by mutual agreement, further extend the closing date. Absent any such extension either party may declare this Agreement cancelled by written notice to the other party in which case this Agreement is cancelled. If either party declares this Agreement cancelled the parties shall sign a cancellation of agreement confirming the cancellation.
6. Possession. Each party shall deliver possession of its property to the other party no later than the date of closing. Each party agrees to remove all debris and other personal property from its property to be conveyed to the other party.
7. Risk of Loss. If there is any loss or damage to either property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake, or Act of God, the risk of loss shall be on the party whose property suffered the loss. If the property is destroyed or substantially damaged before the closing date, this Agreement is cancelled at the option of the other party, who was to receive the property by written notice to the party whose property suffered the loss. If the party who was to receive the property cancels this agreement then both parties shall sign a cancellation of the agreement.
8. Default. If either party defaults in any of the agreements hereunder the other party may terminate this purchase agreement pursuant to Minnesota law. If this

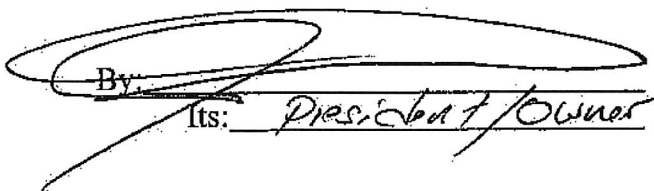
agreement is not cancelled or terminated as provided herein either party may seek actual damages for breach of this agreement or a specific performance.

9. Environmental Reports. Each party shall provide the other party with all environmental reports including any Phase I or Phase II reports, inspection reports, compliance documentation, no action letters, no association letters, and any and all other environmental documents and records pertaining to its respective property.
10. Hazardous Substances. Each party represents to the other party that its respective property is free of hazardous substances defined as any hazardous or toxic substance, waste, or contaminant, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs") and any other substance, waste, mixture, compound, odor or emission, declared or designated hazardous or toxic by federal, state, or local laws, rules or regulations. To the best of the knowledge of each party there are no above ground or underground storage tanks located in or about its respective property nor have any such tanks been located under, in, or above the property which has been subsequently removed or filled except as otherwise disclosed to the other party.
11. Closing Costs and Expenses. Each party shall pay the Minnesota State Deed tax on its property to be conveyed to the other party. Each party who is the grantee of the other party shall pay the recording fee for the parcel it receives under the exchange. Each party shall pay its own attorney's fees, title insurance commitment, or title policy fees and any other costs or expenses incurred in this transaction.
12. Time of the Essence. Time is of the essence of this agreement and each and every term and condition hereof.
13. Physical Inspection. Each party will have the right, prior to closing, to enter upon the Parcel it is acquiring in exchange to examine the same and to conduct such surveys and form such other tests as that party determines to be reasonably necessary all at its sole cost and expense. Each party will give the other party advance notice of such inspections and tests and deliver to the other party copies of the same.
14. Environmental Assessment. The parties obligations under this Agreement are contingent upon each party's satisfaction with all environmental reports, including any currently existing Phase I or Phase II reports currently existing or as may be obtained as provided in this section. Within 30 days after the "Effective Date", or as soon thereafter as is practicable, either party may obtain, at its own expense and deliver to the other party a current Phase I Assessment for the property that party will receive in exchange. If the Phase I report recommends that a Phase II

Assessment be prepared, that party acquiring the property shall notify the other party within 10 days' notice of the recommendation to obtain a Phase II. The parties may agree to share the cost of the same, 50-50, and extend the closing date to a date 10 days after receipt of the Phase II. Each party, if it chooses, shall have the right to conduct a Phase II investigation of the property it will acquire in the exchange.

15. Entire Agreement. This Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties. Any other written or oral communication between the parties are not part of this Agreement. This Agreement can be modified or canceled only in writing signed by both parties.

JBM ACQUISITION, LLC

By: 

Its: President/Owner

Dated: June 7, 2024

CITY OF OWATONNA

By: _____

Thoms J. Kuntz, its Mayor

Date: _____

By: _____

Kris M. Busse, its City Administrator

Date: _____

THIS INSTRUMENT WAS DRAFTED BY:

Mark M. Walbran

WALBRAN & FURNESS

140 E. Main Street, P. O. Box 273

Owatonna, Minnesota 55060

Phone: (507) 451-1173



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 62-24 Support Senior Housing and Application for Tax Credits

Purpose:

Request Council approval of Resolutions for Tax Credit Application for Senior Housing Project.

Background:

Staff have been working with LWO Properties, LLC on the second phase of Eastgate Apartments. Eastgate Apartments is a 36 unit workforce housing tax credit apartment building located on Cherry Street. The City owns property to the east of Eastgate for the proposed project. The proposed project would be a 60 unit affordable senior housing apartment building. Like the first phase, we are putting an application in to Minnesota Housing Finance Agency (MFHA) for housing tax credits. The housing tax credits allow the units to stay affordable. City participation in the project is very important to scoring points on the application. The tax credits are very competitive, so every point counts. We applied for tax credits last year for a workforce housing project and were not awarded tax credits. This year we switched to senior housing projects in the hopes of making our application stronger.

Like last year, we need to approve resolutions showing support and the City's financial contributions to the project. In our proposal, the City would contribute the land to the project, pledge tax increment financing to the project as well as contribute 2 years of Statewide Housing Aid in the form of a loan. Conversations with MHFA have indicated that this is a very strong application. The application deadline is in July and tax credits are awarded towards the end of the year. If tax credits are awarded, this project would likely be built in 2026. There are 2 resolutions needed for the application, Resolution 62-24 A Resolution Supporting Senior Housing and Application for Tax Credits, and Resolution 63-24 Authorizing Property Purchase and Other Assistance for Senior Housing.

Budget Impact:

The City would be contributing the land for the project (\$275,678 value), utilizing tax increment financing estimated at \$462,500 and providing a loan of \$266,102 for 30 years at 0% interest.

Staff Recommendation:

Staff recommends approval of Resolution 62-24 and 63-24 in support of applying for tax credits for a senior housing project.

Attachments:

1. Resolution 62-24 Senior Housing - LWO Properties

RESOLUTION NO. 62-24

A RESOLUTION SUPPORTING SENIOR HOUSING
AND APPLICATION FOR HOUSING TAX CREDITS

WHEREAS The City of Owatonna has identified a need for affordable senior housing; and

WHEREAS, LWO Development LLC proposes to develop a 60 unit apartment building with 43-one bedroom and 17 two-bedroom. apartments with underground parking on a parcel of land owned by the City, just outside of Downtown; and

WHEREAS, there is a critical need for affordable senior housing in Owatonna;

WHEREAS, the construction of senior housing will open up existing single family homes for the local workforce.

WHEREAS, local employers, the Owatonna Chamber of Commerce, Owatonna HRA and The United Way of Steel County, have all expressed an ongoing need for workforce housing; and

WHEREAS, community need for this housing is further evidenced by the market study completed in 2023 by the City of Owatonna; and

WHEREAS, The City of Owatonna seeks to work in cooperation with these and other community organizations to meet housing and community development needs; and

WHEREAS, The City of Owatonna affirms that the proposed development site has been identified for multi-family housing development and desires to create greater affordable housing opportunity in Owatonna.

NOW, THEREFORE, BE IT RESOLVED by the City of Owatonna, Minnesota that the City of Owatonna hereby supports "Eastgate II" and LWO Development, LLC's application for Housing Tax Credits to the Minnesota Housing Finance Agency.

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

RESOLUTION NO. 63-24

RESOLUTION AUTHORIZING PROPERTY PURCHASE
AND OTHER ASSISTANCE FOR SENIOR HOUSING

WHEREAS, The City of Owatonna has identified a need for affordable senior housing in the City; and

WHEREAS, LWO Development LLC proposes to develop a 60 unit apartment building with 43-one bedroom and 17 two-bedroom apartments with underground parking on a parcel of land owned by the City, just outside of Downtown; and

WHEREAS, the development requires the assistance of the City of Owatonna to be financially viable; and

WHEREAS, the Minnesota Housing Finance Agency will look favorably on local contributions; and

WHEREAS, LWO Development Limited Partnership #118 has entered into a purchase agreement with the City of Owatonna for the property described by the following Parcel Identification Numbers:

17-389-0101 and 17-389-0106

WHEREAS, the City of Owatonna desires to financially aid the development of Eastgate II through the sale of the property valued at \$275,678 for a purchase price of \$1; and

WHEREAS, the City of Owatonna commits to provide \$462,500 which is expected to come from TIF proceeds.

WHEREAS, the City of Owatonna commits to provide a loan in the amount of \$266,102 of Statewide Affordable Housing Aid to assist with development and construction costs and provide affordability; This loan will bear an interest rate of 0% and with principal and interest deferred until the maturity date 30 years after completion of the development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the City of Owatonna hereby authorizes City staff to enter into a purchase agreement for the property legally described by the following Parcel Identification Numbers:

17-389-0101 and 17-389-0106

Shall be sold to LWO Limited Partnership #118 for the sum of \$1. And the City of Owatonna commits to provide \$728,602 to LWO Limited Partnership #118.

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



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 64-24 Authorize General Obligation Bonds - 2024A

Purpose:

Requesting approval of Resolution 64-24 to provide for the sale of \$1,865,000 General Obligation Street Reconstruction Bonds, Series 2024A scheduled for July 16, 2024.

Background:

The City is issuing \$1,135,000 street reconstruction bonds pursuant to Minnesota Statute Chapter 475.58 (Subd. 3b) and the City's Street Reconstruction Plan in order to finance the following street projects:

1. 2024 Street & Utility project including McKinley Street SW from Linn Ave to Lilac Ave and Anderson Place SW from McKinley Street to the North cul-de-sac.
2. 2024 Cedar Ave N, 11th St NE to 26th St NE

These bonds will be repaid over ten years through a combination of assessments and a debt service levy. Following the sale of bonds, the interest rate the City charges on assessments will be reviewed. We are anticipating a rate 6.0%, which is based on a recommendation to charge 1.5-2.0% higher than the City's borrowing rate.

The City is issuing \$730,000 capital improvement bonds to finance the acquisition of a portion of the law enforcement center in accordance with Minnesota Statute 475.521 and the City's 2024-2028 Capital Improvement Plan.

Budget Impact:

There will be future debt service levies to repay the bonds.

Staff Recommendation:

Staff recommends approval of Resolution 64-24 authorizing Baker Tilly to solicit proposals for the sale of bonds.

Attachments:

1. Resolution 64-24 Authorize General Obligation Bonds - 2024A
2. Owatonna Pre-Sale Summary 2024AB

RESOLUTION NO. 64-24

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2024A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$1,865,000

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

Section 1. Authorization of Bonds.

1.01. Street Reconstruction Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (the "Street Reconstruction Act"), the City is authorized to finance all or a portion of the cost of street reconstruction projects by the issuance of general obligation bonds of the City payable from ad valorem taxes.

(b) On May 7, 2024, following a duly noticed public hearing, the City Council adopted a five (5) year street reconstruction plan (the "Street Reconstruction Plan") describing the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City and approved the issuance of obligations by vote of at least two-thirds majority, all pursuant to the Street Reconstruction Act.

(c) Expenditures described in the Street Reconstruction Plan for 2024 include, among other projects, 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").

(d) The City Council has determined that, within thirty (30) days after the hearing, no petition for a referendum on the issuance of bonds to pay costs of the Street Reconstruction was received by the City in accordance with the Street Reconstruction Act.

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the proposed principal amount of \$1,135,000 (the "Street Reconstruction Bonds"), pursuant to the Street Reconstruction Act, to provide financing for the Street Reconstruction.

1.02. CIP Bonds.

(a) The City is authorized by Minnesota Statutes, Chapter 475, as amended, including Section 475.521 (the "CIP Act"), to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the City payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility and public works facilities (excluding light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those activities).

(b) On May 7, 2024, following a duly noticed public hearing, the City Council adopted a five (5) year capital improvement plan (the "Capital Improvement Plan") and the issuance of general obligation bonds thereunder. The Capital Improvement Plan authorizes the issuance of general obligation bonds to provide for the undertaking of certain capital improvements described in the Capital Improvement Plan, including but not limited to improvements to and renovation of the law enforcement center in the City (the "Capital Improvements").

(c) No petition for a referendum on the issuance of bonds pursuant to the Capital Improvement Plan was received within thirty (30) days after the date of the public hearing in accordance with the Act.

(d) As required by the CIP Act, the City has determined that (i) the expected useful life of the project to be financed with the proceeds of the general obligation bonds will be at least five (5) years; and (ii) the amount of principal and interest due in any year on all outstanding bonds issued by the City under the Act, including the general obligation bonds issued under the Capital Improvement Plan, will not exceed 0.16 percent of the estimated market value of property in the City for taxes payable in 2024.

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the proposed principal amount of \$730,000 (the "CIP Bonds"), pursuant to the CIP Act, to provide financing for the Capital Improvements.

Section 2. Sale of Bonds.

(a) To provide funds to finance the Street Reconstruction and the Capital Improvements, the City will therefore issue and sell its General Obligation Bonds, Series 2024A (the "Bonds"), in the proposed aggregate principal amount of \$1,865,000, pursuant to the Street Reconstruction Act and the CIP Act (together, the "Act"). The principal amount of the Bonds is subject to adjustment in accordance with the official Terms of Proposal (the "Terms of Proposal"). The Bonds will be issued, sold and delivered in accordance with the Terms of Proposal attached hereto as EXHIBIT A.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

Section 3. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor") is authorized and directed to advertise the Bonds for sale in accordance with the Terms of Proposal. The City Council will meet at 7:00 p.m. on Tuesday, July 16, 2024, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

Section 4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby

authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

Section 5. Covenants. In the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.

Section 6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

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

Passed and adopted this 18th day of June 2024, with the following vote:

Aye _____; No _____; Absent _____.

Approved and signed this 18th day of June 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A
TERMS OF PROPOSAL

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$1,865,000*

CITY OF OWATONNA, MINNESOTA

GENERAL OBLIGATION BONDS, SERIES 2024A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Series 2024A Bonds") will be received by the City of Owatonna, Minnesota (the "City") on Tuesday, July 16, 2024 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2024A Bonds will be by the City Council at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2024A Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2024A Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC.

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A-2

DETAILS OF THE SERIES 2024A BONDS

The Series 2024A Bonds will be dated as of the date of delivery and will bear interest payable on March 1 and September 1 of each year, commencing March 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024A Bonds will mature March 1 in the years and amounts* as follows:

2026	\$165,000	2028	\$170,000	2030	\$180,000	2032	\$195,000	2034	\$205,000
2027	\$165,000	2029	\$180,000	2031	\$190,000	2033	\$200,000	2035	\$215,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2024A Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2024A Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Series 2024A Bonds will be issued by means of a book entry system with no physical distribution of Series 2024A Bonds made to the public. The Series 2024A Bonds will be issued in fully registered form and one Series 2024A Bond, representing the aggregate principal amount of the Series 2024A Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2024A Bonds. Individual purchases of the Series 2024A Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2024A Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2024A Bonds, will be required to deposit the Series 2024A Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Series 2024A Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on March 1, 2033, and on any day thereafter, to redeem Series 2024A Bonds due on or after March 1, 2034. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2024A Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2024A Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Series 2024A Bonds will be used to (i) finance the acquisition of a law enforcement center in accordance with the City's 2024-2028 Capital Improvement Plan approved by the City Council on May 7, 2024; (ii) finance the 2024 street and utility improvement projects in accordance with the City's 2024-2028 Street Reconstruction Plan approved by the City Council on May 7, 2024; and (iii) pay costs of issuance.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Series 2024A Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,846,350 plus accrued interest, if any, on the total principal amount of the Series 2024A Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Series 2024A Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2024A Bonds is adjourned, recessed, or continued to another date without award of the Series 2024A Bonds having been made. Series 2024A Bonds of the same maturity shall bear a single rate from the date of the Series 2024A Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Series 2024A Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Series 2024A Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price if the hold-offering-price rules apply. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2024A Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2024A Bonds; and
- (iv) the City anticipates awarding the sale of the Series 2024A Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2024A Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2024A Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2024A Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2024A Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2024A Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Series 2024A Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2024A Bonds or until all of the Series 2024A Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$18,650 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2024A Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2024A Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2024A Bonds. If the Series 2024A Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2024A Bonds shall

not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2024A Bonds.

CUSIP NUMBERS

If the Series 2024A Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2024A Bonds; however, neither the failure to print such numbers on any Series 2024A Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2024A Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about August 15, 2024, the Series 2024A Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2024A Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2024A Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2024A Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2024A Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2024A Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2024A Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2024A Bonds, together with any other information required by law. By awarding the Series 2024A Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated June 18, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Kris Busse
City Administrator

STATE OF MINNESOTA)
)
COUNTY OF STEELE)
)
CITY OF OWATONNA)

I, the undersigned, being the duly qualified and acting City Administrator/City Clerk of the City of Owatonna, Minnesota (the "City"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on June 18, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2024A, to be issued in the proposed aggregate principal amount of \$1,865,000.

WITNESS My hand as City Administrator/City Clerk and the corporate seal of the City this ____ day of June, 2024.

(SEAL)

City Administrator/City Clerk
City of Owatonna, Minnesota

WA380-69 (JAE)
957867v1

City of Owatonna, Minnesota

Pre-Sale Summary for Issuance of Bonds

\$1,865,000 General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”)

\$5,205,000 General Obligation Tax Abatement Bonds, Series 2024B (the “Series 2024B Bonds”)

Together, the “Bonds”

The City Council has under consideration the issuance of:

- Series 2024A Bonds, along with available City funds, to finance (i) the acquisition of a law enforcement center in accordance with the City's 2024-2028 Capital Improvement Plan (the “CIP Portion”); (ii) 2024 street and utility improvement project in accordance with the City's 2024-2028 Street Reconstruction Plan (the “Street Reconstruction Portion”); and (iii) pay costs of issuance.
- Series 2024B Bonds, along with available City funds, to finance the renovation of Merrill Hall located on the City's West Hills Campus, and (ii) pay all or a portion of the costs of issuance.

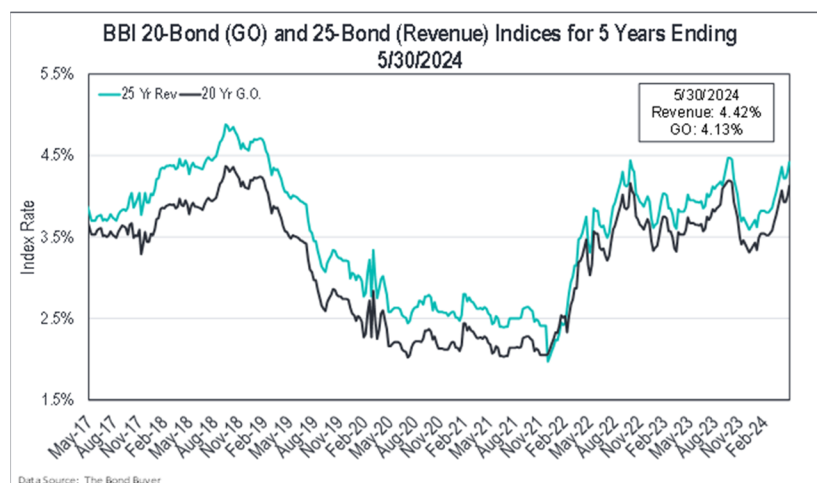
This document provides information relative to the proposed issuances.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the issuance of the Bonds:

June 18, 2024	Council sets sale date and terms
Week of June 24, 2024	Rating conference is conducted
July 16, 10:00 a.m.	Competitive proposals are received
July 16, 7:00 p.m.	City Council considers award of the Bonds
August 15, 2024	Proceeds are received

RATING: An application will be made to Moody's Investor's Service (Moody's) for ratings on the Bonds. The City's general obligation debt is currently rated “Aa1” by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index (“BBI”) which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



\$1,865,000 General Obligation Bonds, Series 2024A

Description of Issue

BOND SUMMARY:	The Series 2024A Bonds are structured as two purposes pursuant to their respective statutory authorities. The Series 2024A Bonds are being issued pursuant to Minnesota Statutes, Chapter 475; Section 475.512 and Section 475.58 (Subd.3b). The Series 2024A Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. Each purpose is detailed in the sections below.
SCHEDULES ATTACHED:	Schedules attached for the Series 2024A Bonds include: (i) sources and uses of funds, (ii) estimated debt service for the Series 2024A Bonds as a whole and by purpose, and (iii) and assessment income schedule.
RISKS/SPECIAL CONSIDERATIONS:	Any projections included herein are estimates at the time this document was prepared and are developed based on current conditions in the municipal market. Market conditions fluctuate daily and can result in significant changes in yields and prices. Future market fluctuations from now until the day of pricing could impact the debt service and levy requirements from what is presented in this document and corresponding schedules.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale. <u>Prepayment Provisions:</u> Series 2024A Bonds maturing on or after March 1, 2034 may be prepaid at a price of par plus accrued interest on or after March 1, 2033. <u>Bank Qualification:</u> The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2024A Bonds are designated as bank qualified.

\$1,135,000 Street Reconstruction Portion of the Series 2024A Bonds

Description of Purpose

PURPOSE:	Proceeds of the Street Reconstruction Portion, along with available City funds, will be used to finance (i) the City's 2024 street and utility improvement projects in accordance with the City's 2024-2028 Street Reconstruction Plan; and (ii) a portion of the costs of issuance of the Series 2024A Bonds. The City is contributing \$790,780 from various sources to reduce the borrowing amount.
AUTHORITY:	<u>Statutory Authority:</u> The Street Reconstruction Portion is being issued pursuant to Minnesota Statutes Chapter 475 and Section 475.58 (Subd.3b) and the City's 2024-2028 Street Reconstruction Plan. <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, Section 475.58 (Subd. 3b), the City must have a 5-year Street Reconstruction Plan and comply with the associated public hearing requirements. The public hearing was held on May 7, 2024. Pursuant to the resolution adopted by the Council on May 7, 2024, the Street Reconstruction Portion has a maximum principal amount of \$2,000,000 plus any premium received.
SOURCE OF PAYMENT:	General ad valorem tax levies are pledged to the repayment of the Street Reconstruction Portion. In addition, the City expects to use special assessments collected against benefited properties, including prepayments, to reduce the annual tax levy. The assessments are not a pledged source of revenue. Special assessments in the total principal amount of \$80,000 are to be filed in the fall of 2024 for first collection in 2025. The assessments will be collected over a term of ten years with approximately equal payments of principal. Interest on the unpaid balance will be charged at a rate of 2.0% over the (TIC) of the Street Reconstruction Portion, estimated to be 5.437%. The City will make its first levy in 2024 for collection in 2025. The March 1, 2025 interest payment will be made from available City funds. Thereafter, each year's collection of taxes and special assessments will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due the following year.
STRUCTURING SUMMARY:	In consultation with City Staff, the Street Reconstruction Portion is structured over a term of ten years around the estimated assessment income to result in an approximately level annual tax levy.

\$730,000 CIP Portion of the Series 2024A Bonds

Description of Purpose

PURPOSE: Proceeds of the CIP Portion will be used to finance (i) the acquisition of a law enforcement center in accordance with the City's 2024-2028 Capital Improvement Plan; and (ii) a portion of the costs of issuance of the Series 2024A Bonds.

AUTHORITY: Statutory Authority: The CIP Portion is being issued pursuant to Minnesota Statutes Chapter 475 and Section 475.521 and the City's 2024-2028 Capital Improvement Plan.

Statutory Requirements: Minnesota Statutes, Section 475.521 authorizes the City to issue bonds for purposes including the financing of a city hall, public safety facility, and public works facilities. Under this authority, Cities may issue general obligation bonds as long as the maximum amount of the principal and interest to become due in any year on all outstanding bonds issued under this authority, including the Bonds to be issued does not exceed 0.16% of the City's estimated market value in the year the Bonds are issued or sold. The City does not have any outstanding debt issued under this authority. The maximum principal and interest due on the City's CIP Bonds, including the CIP Portion of the Series 2024A Bonds, is estimated to be \$88,812, which is within the statutory limitation as shown in the following calculation:

2023/24 Estimated Market Value	\$2,930,241,800
Statutory Maximum Principal & Interest (0.16%)	\$4,688,387
Estimated Maximum Debt Service	\$88,812
Estimated Unused Capacity after issuance of the Series 2024 Bonds	\$4,599,575

Section 475.521 also requires that a public hearing be held relative to both the CIP and the issuance of CIP bonds. The City conducted its public hearing on May 7, 2024 and approved the issuance of CIP Portion of the Series 2024A Bonds in the proposed aggregate principal amount not to exceed \$3,000,000 plus any premium received.

SOURCE OF PAYMENT: General ad valorem tax levies are pledged to the repayment of the CIP Portion. The City will make its first levy in 2024 for collection in 2025. The March 1, 2025 interest payment will be made from available City funds. Thereafter, each year's collection of taxes will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due the following year.

STRUCTURING SUMMARY: In consultation with City Staff, the CIP Portion is structured over a term of ten years to result in an approximately level annual tax levy.

\$5,205,000 General Obligation Abatement Bonds, Series 2024B

Description of Issue

PURPOSE:	Proceeds of the Series 2024B Bonds, along with available City funds, will be used to (i) finance the renovation of Merrill Hall located on the City's West Hills Campus, and (ii) pay all or a portion of the costs of issuance.
AUTHORITY:	<u>Statutory Authority:</u> The Series 2024B Bonds are being issued pursuant to Minnesota Statutes, Chapter 475, and Sections 469.1812 through 1815. <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City must specify the public benefit of the abatement, identify properties located within its jurisdiction whose value will equal the proposed amount of abatement and the term of the abatement and further comply with public hearing requirements. A public hearing was held on May 7, 2024. The maximum amount of abatement levy in any given year cannot exceed the greater of 10% of the net tax capacity of the City or \$200,000. Based on the City's 2023/24 tax capacity of \$31,610,276, the greater amount is \$3,161,027. The City's projected maximum annual tax abatement for all outstanding general obligation tax abatement issues, including the Series 2024B Bonds is estimated to be \$365,000. Additionally, due to use of the project by the Little Theater of Owatonna, Inc. and Wee Pals Child Center, Inc., both non-profit corporations and organizations as described in Section 501(c)(3) of the tax code, the Series 2024B Bonds are designated as 501(c)(3), requiring the City hold a TEFRA hearing. The City held the TEFRA hearing on May 7, 2024.
SOURCE OF PAYMENT:	The Series 2024B Bonds will be repaid with a combination of tax abatement revenue derived from certain abated parcels for a period of twenty years and ad valorem tax levies. The tax abatement revenues are estimated to be at least equal to the principal due on the Series 2024B Bonds. The City will be required to levy ad valorem taxes to pay the interest due on the Series 2024B Bonds. The City will make its first levy for the Series 2024B Bonds in 2024 for collection in 2025. Available City funds will make the interest payment due on March 1, 2025. Thereafter, each year's collection of taxes and tax abatement revenue will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due in the following year.
STRUCTURING SUMMARY:	In consultation with City Staff, the Series 2024B Bonds are structured with a repayment term of twenty years to result in an approximately level annual levy.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale. <u>Prepayment Provisions:</u> Series 2024B Bonds maturing on or after March 1, 2035 may be prepaid at a price of par plus accrued interest on or after March 1, 2034.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2024B Bonds are designated as bank qualified.

Post Issuance Compliance

POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception for the Bonds.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to proceeds of the Bonds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly MA currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly MA will work with City staff to include the Bonds under the existing respective Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

Preliminary

\$1,865,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Issue Summary

Total Issue Sources And Uses

Dated 08/15/2024 | Delivered 08/15/2024

	Capital Improvement Portion	Street Reconstruction Portion	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$730,000.00	\$1,135,000.00	\$1,865,000.00
Storm Water	-	308,880.00	308,880.00
Water Portion (OPU Cash)	-	237,900.00	237,900.00
Sewer Portion (City Cash)	-	234,000.00	234,000.00
Prepaid Assessments	-	10,000.00	10,000.00
Total Sources	\$730,000.00	\$1,925,780.00	\$2,655,780.00
Uses Of Funds			
Deposit to Project Construction Fund	700,000.00	1,886,034.00	2,586,034.00
Costs of Issuance	19,610.19	30,489.81	50,100.00
Total Underwriter's Discount (1.000%)	7,300.00	11,350.00	18,650.00
Rounding Amount	3,089.81	(2,093.81)	996.00
Total Uses	\$730,000.00	\$1,925,780.00	\$2,655,780.00

Preliminary

\$1,865,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
03/01/2025	-	-	33,121.28	33,121.28	34,777.34	-	34,777.34 *
03/01/2026	165,000.00	3.800%	60,835.00	225,835.00	237,126.75	12,905.38	224,221.37
03/01/2027	165,000.00	3.570%	54,565.00	219,565.00	230,543.25	11,914.64	218,628.61
03/01/2028	170,000.00	3.400%	48,674.50	218,674.50	229,608.23	11,479.68	218,128.55
03/01/2029	180,000.00	3.240%	42,894.50	222,894.50	234,039.23	11,044.72	222,994.51
03/01/2030	180,000.00	3.170%	37,062.50	217,062.50	227,915.63	10,609.76	217,305.87
03/01/2031	190,000.00	3.130%	31,356.50	221,356.50	232,424.33	10,174.80	222,249.53
03/01/2032	195,000.00	3.100%	25,409.50	220,409.50	231,429.98	9,739.84	221,690.14
03/01/2033	200,000.00	3.120%	19,364.50	219,364.50	230,332.73	9,304.88	221,027.85
03/01/2034	205,000.00	3.130%	13,124.50	218,124.50	229,030.73	8,869.92	220,160.81
03/01/2035	215,000.00	3.120%	6,708.00	221,708.00	232,793.40	8,434.96	224,358.44
Total	\$1,865,000.00	-	\$373,115.78	\$2,238,115.78	\$2,350,021.57	\$104,478.58	\$2,245,542.99

* The March 1, 2025 interest payment will be made from available City funds.

Yield Statistics

Bond Year Dollars	\$11,740.39
Average Life	6.295 Years
Average Coupon	3.1780530%
Net Interest Cost (NIC)	3.3369063%
True Interest Cost (TIC)	3.3633170%
Bond Yield for Arbitrage Purposes	3.1819408%
All Inclusive Cost (AIC)	3.8631860%

IRS Form 8038

Net Interest Cost	3.1780530%
Weighted Average Maturity	6.295 Years

Preliminary

\$1,135,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Street Reconstruction Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
03/01/2025	-	-	20,156.97	20,156.97	21,164.82	-	21,164.82 *
03/01/2026	100,000.00	3.800%	37,023.00	137,023.00	143,874.15	12,905.38	130,968.77
03/01/2027	100,000.00	3.570%	33,223.00	133,223.00	139,884.15	11,914.64	127,969.51
03/01/2028	105,000.00	3.400%	29,653.00	134,653.00	141,385.65	11,479.68	129,905.97
03/01/2029	110,000.00	3.240%	26,083.00	136,083.00	142,887.15	11,044.72	131,842.43
03/01/2030	110,000.00	3.170%	22,519.00	132,519.00	139,144.95	10,609.76	128,535.19
03/01/2031	115,000.00	3.130%	19,032.00	134,032.00	140,733.60	10,174.80	130,558.80
03/01/2032	120,000.00	3.100%	15,432.50	135,432.50	142,204.13	9,739.84	132,464.29
03/01/2033	120,000.00	3.120%	11,712.50	131,712.50	138,298.13	9,304.88	128,993.25
03/01/2034	125,000.00	3.130%	7,968.50	132,968.50	139,616.93	8,869.92	130,747.01
03/01/2035	130,000.00	3.120%	4,056.00	134,056.00	140,758.80	8,434.96	132,323.84
Total	\$1,135,000.00	-	\$226,859.47	\$1,361,859.47	\$1,429,952.44	\$104,478.58	\$1,325,473.86

* The March 1, 2025 interest payment will be made from available City funds.

Preliminary

\$80,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Assessments - Street Reconstruction Portion

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/31/2024	-	-	-	-
12/31/2025	8,000.00	5.437%	4,905.38	12,905.38
12/31/2026	8,000.00	5.437%	3,914.64	11,914.64
12/31/2027	8,000.00	5.437%	3,479.68	11,479.68
12/31/2028	8,000.00	5.437%	3,044.72	11,044.72
12/31/2029	8,000.00	5.437%	2,609.76	10,609.76
12/31/2030	8,000.00	5.437%	2,174.80	10,174.80
12/31/2031	8,000.00	5.437%	1,739.84	9,739.84
12/31/2032	8,000.00	5.437%	1,304.88	9,304.88
12/31/2033	8,000.00	5.437%	869.92	8,869.92
12/31/2034	8,000.00	5.437%	434.96	8,434.96
Total	\$80,000.00	-	\$24,478.58	\$104,478.58

SIGNIFICANT DATES

Date Filed	11/15/2024
First Collection Year.....	12/31/2025

Preliminary

\$730,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Capital Improvement Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
03/01/2025	-	-	12,964.31	12,964.31	13,612.53 *
03/01/2026	65,000.00	3.800%	23,812.00	88,812.00	93,252.60
03/01/2027	65,000.00	3.570%	21,342.00	86,342.00	90,659.10
03/01/2028	65,000.00	3.400%	19,021.50	84,021.50	88,222.58
03/01/2029	70,000.00	3.240%	16,811.50	86,811.50	91,152.08
03/01/2030	70,000.00	3.170%	14,543.50	84,543.50	88,770.68
03/01/2031	75,000.00	3.130%	12,324.50	87,324.50	91,690.73
03/01/2032	75,000.00	3.100%	9,977.00	84,977.00	89,225.85
03/01/2033	80,000.00	3.120%	7,652.00	87,652.00	92,034.60
03/01/2034	80,000.00	3.130%	5,156.00	85,156.00	89,413.80
03/01/2035	85,000.00	3.120%	2,652.00	87,652.00	92,034.60
Total	\$730,000.00	-	\$146,256.31	\$876,256.31	\$920,069.13

* The March 1, 2025 interest payment will be made from available City funds.

SIGNIFICANT DATES

Dated	8/15/2024
Delivery Date	8/15/2024
First Coupon Date	3/01/2025

Yield Statistics

Bond Year Dollars	\$4,602.44
Average Life	6.305 Years
Average Coupon	3.1777963%
Net Interest Cost (NIC)	3.3364077%
True Interest Cost (TIC)	3.3628148%
Bond Yield for Arbitrage Purposes	3.1819408%
All Inclusive Cost (AIC)	3.8620126%

IRS Form 8038

Net Interest Cost	3.1777963%
Weighted Average Maturity	6.305 Years

Preliminary

\$5,205,000

City of Owatonna, Minnesota

General Obligation Tax Abatement Bonds, Series 2024B

Sources & Uses

Dated 08/15/2024 | Delivered 08/15/2024

Sources Of Funds

Par Amount of Bonds	\$5,205,000.00
Additional required Equity contribution	33,661.00
Total Sources	\$5,238,661.00

Uses Of Funds

Deposit to Project Construction Fund	5,100,000.00
Total Underwriter's Discount (1.400%)	72,870.00
Costs of Issuance	64,891.00
Rounding Amount	900.00
Total Uses	\$5,238,661.00

Preliminary

\$5,205,000

City of Owatonna, Minnesota

General Obligation Tax Abatement Bonds, Series 2024B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy	Abatement Revenue	Levy Required
03/01/2025	-	-	103,420.35	103,420.35	108,591.37	-	108,591.37 *
03/01/2026	185,000.00	3.800%	189,955.75	374,955.75	393,703.54	185,000.00	208,703.54
03/01/2027	195,000.00	3.570%	182,925.75	377,925.75	396,822.04	195,000.00	201,822.04
03/01/2028	200,000.00	3.400%	175,964.25	375,964.25	394,762.46	200,000.00	194,762.46
03/01/2029	205,000.00	3.240%	169,164.25	374,164.25	392,872.46	205,000.00	187,872.46
03/01/2030	215,000.00	3.170%	162,522.25	377,522.25	396,398.36	215,000.00	181,398.36
03/01/2031	220,000.00	3.130%	155,706.75	375,706.75	394,492.09	220,000.00	174,492.09
03/01/2032	230,000.00	3.100%	148,820.75	378,820.75	397,761.79	230,000.00	167,761.79
03/01/2033	235,000.00	3.120%	141,690.75	376,690.75	395,525.29	235,000.00	160,525.29
03/01/2034	240,000.00	3.130%	134,358.75	374,358.75	393,076.69	240,000.00	153,076.69
03/01/2035	250,000.00	3.120%	126,846.75	376,846.75	395,689.09	250,000.00	145,689.09
03/01/2036	255,000.00	3.230%	119,046.75	374,046.75	392,749.09	255,000.00	137,749.09
03/01/2037	265,000.00	3.330%	110,810.25	375,810.25	394,600.76	265,000.00	129,600.76
03/01/2038	275,000.00	3.460%	101,985.75	376,985.75	395,835.04	275,000.00	120,835.04
03/01/2039	285,000.00	3.570%	92,470.75	377,470.75	396,344.29	285,000.00	111,344.29
03/01/2040	295,000.00	3.650%	82,296.25	377,296.25	396,161.06	295,000.00	101,161.06
03/01/2041	305,000.00	4.075%	71,528.75	376,528.75	395,355.19	305,000.00	90,355.19
03/01/2042	315,000.00	4.300%	59,100.00	374,100.00	392,805.00	315,000.00	77,805.00
03/01/2043	330,000.00	4.350%	45,555.00	375,555.00	394,332.75	330,000.00	64,332.75
03/01/2044	345,000.00	4.400%	31,200.00	376,200.00	395,010.00	345,000.00	50,010.00
03/01/2045	360,000.00	4.450%	16,020.00	376,020.00	394,821.00	360,000.00	34,821.00
Total	\$5,205,000.00	-	\$2,421,389.85	\$7,626,389.85	\$8,007,709.35	\$5,205,000.00	\$2,802,709.35

* The March 1, 2025 interest payment will be made from available City funds.

SIGNIFICANT DATES

Dated	8/15/2024
Delivery Date	8/15/2024
First Coupon Date	3/01/2025

Yield Statistics

Bond Year Dollars	\$63,278.83
Average Life	12.157 Years
Average Coupon	3.8265400%

Net Interest Cost (NIC)	3.9416970%
True Interest Cost (TIC)	3.9398506%
Bond Yield for Arbitrage Purposes	3.7887553%
All Inclusive Cost (AIC)	4.0769998%

IRS Form 8038

Net Interest Cost	3.8265400%
Weighted Average Maturity	12.157 Years



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Rhonda Moen, Finance Director
SUBJECT: Resolution 65-24 Authorize General Obligation Tax Abatement Bonds - 2024B

Purpose:

Requesting approval of Resolution 65-24 to provide for the sale of \$5,205,000 General Obligation Tax Abatement Bonds, Series 2024B scheduled for July 16, 2024.

Background:

The City is issuing tax abatement bonds in order to finance the renovation of Merrill Hall located on the City's West Hills Campus.

Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City must specify the public benefit of the abatement, identify properties located within its jurisdiction whose value will equal the proposed amount of abatement and the term of the abatement and further comply with public hearing requirements. A public hearing was held on May 7, 2024. The maximum amount of abatement levy in any given year cannot exceed the greater of 10% of the net tax capacity of the City or \$200,000. Based on the City's 2023/24 tax capacity of \$31,610,276, the greater amount is \$3,161,027. The City's projected maximum annual tax abatement for all outstanding general obligation tax abatement issues, including the Series 2024B Bonds is estimated to be \$365,000.

Additionally, due to use of the project by the Little Theater of Owatonna, Inc. and Wee Pals Child Center, Inc., both non-profit corporations and organizations as described in Section 501(c)(3) of the tax code, the Series 2024B Bonds are designated as 501(c)(3), requiring the City hold a TEFRA hearing. The City held the TEFRA hearing on May 7, 2024.

These bonds will be repaid over twenty years with a combination of tax abatement revenue derived from certain abated parcels and ad valorem tax levies.

Budget Impact:

There will be future tax abatement and debt service levies to repay the bonds.

Staff Recommendation:

Staff recommends approval of Resolution 65-24 authorizing Baker Tilly to solicit proposals for the sale of bonds.

Attachments:

1. Resolution 65-24 Authorize General Obligation Tax Abatement Bonds - 2024B
2. Owatonna Pre-Sale Summary 2024AB

RESOLUTION NO. 65-24

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION TAX ABATEMENT BONDS,
SERIES 2024B, IN THE PROPOSED AGGREGATE PRINCIPAL
AMOUNT OF \$5,205,000

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

Section 1. Authorization of Bonds.

(a) The City has determined to construct finance improvements to Merrill Hall in the City, which is owned by the City (the "Project").

(b) Under Minnesota Statutes, Chapter 475, as amended, and Sections 469.1812 through 469.1815, as amended (collectively, the "Act"), the City is authorized to grant a property tax abatement on specified parcels in order to accomplish certain public purposes, including the acquisition or construction of public facilities and provide access to services to residents of the City.

(c) Following a duly noticed public hearing held on May 7, 2024, the City Council adopted a resolution (the "Abatement Resolution") approving a property tax abatement (the "Abatements") for certain property in the City (the "Abatement Parcels") over a period of twenty (20) years, in an amount sufficient to pay the principal amount of and a portion of interest on bonds issued to finance the Project in a maximum amount of \$6,500,000.

(d) In the Abatement Resolution, the City found and determined that the Project benefits the Abatement Parcels and that the maximum principal amount of bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(e) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Tax Abatement Bonds, Series 2024B (the "Bonds"), in the proposed aggregate principal amount of \$5,205,000, pursuant to the Act, to provide financing for the Project.

(f) On May 7, 2024, the City Council conducted a duly noticed public hearing with respect to the designation of the Bonds as "qualified 501(c)(3) bonds" pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), and the designation of 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 (the "Qualified Users"), 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.

(g) The City Council approved the designation of the Bonds as "qualified 501(c)(3) bonds" pursuant to Section 145 of the Code, approved the

designation of the Qualified Users as qualified 501(c)(3) users of the Project, and authorized the City to enter into one or more long-term use agreements with the Qualified Users regarding the use of the Project.

Section 2. Sale of Bonds.

(a) To provide funds to finance the Project, the City will therefore issue and sell its General Obligation Tax Abatement Bonds, Series 2024B (the "Bonds"), in the proposed aggregate principal amount of \$5,205,000, pursuant to the Act. The principal amount of the Bonds is subject to adjustment in accordance with the official Terms of Proposal (the "Terms of Proposal"). The Bonds will be issued, sold and delivered in accordance with the Terms of Proposal attached hereto as EXHIBIT A.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

Section 3. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor") is authorized and directed to advertise the Bonds for sale in accordance with the Terms of Proposal. The City Council will meet at 7:00 p.m. on Tuesday, July 16, 2024, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

Section 4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

Section 5. Covenants. In the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.

Section 6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

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

Passed and adopted this 18th day of June 2024, with the following vote:

Aye _____; No _____; Absent _____.

Approved and signed this 18th day of June 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

EXHIBIT A
TERMS OF PROPOSAL

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$5,205,000*

CITY OF OWATONNA, MINNESOTA

GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2024B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Series 2024B Bonds") will be received by the City of Owatonna, Minnesota (the "City") on Tuesday, July 16, 2024 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2024B Bonds will be by the City Council at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2024B Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2024B Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

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DETAILS OF THE SERIES 2024B BONDS

The Series 2024B Bonds will be dated as of the date of delivery and will bear interest payable on March 1 and September 1 of each year, commencing March 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024B Bonds will mature March 1 in the years and amounts* as follows:

2026	\$185,000	2030	\$215,000	2034	\$240,000	2038	\$275,000	2042	\$315,000
2027	\$195,000	2031	\$220,000	2035	\$250,000	2039	\$285,000	2043	\$330,000
2028	\$200,000	2032	\$230,000	2036	\$255,000	2040	\$295,000	2044	\$345,000
2029	\$205,000	2033	\$235,000	2037	\$265,000	2041	\$305,000	2045	\$360,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2024B Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2024B Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Series 2024B Bonds will be issued by means of a book entry system with no physical distribution of Series 2024B Bonds made to the public. The Series 2024B Bonds will be issued in fully registered form and one Series 2024B Bond, representing the aggregate principal amount of the Series 2024B Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2024B Bonds. Individual purchases of the Series 2024B Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2024B Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2024B Bonds, will be required to deposit the Series 2024B Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Series 2024B Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on March 1, 2034, and on any day thereafter, to redeem Series 2024B Bonds due on or after March 1, 2035. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2024B Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2024B Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge tax abatement revenues derived from an abatement levy to repay the principal portion of the Series 2024B Bonds. The proceeds of the Series 2024B Bonds, along with available City Funds, will be used to (i) finance the

renovation of Merrill Hall located on the City's West Hills Campus, and (ii) pay all or a portion of the costs of issuance.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Series 2024B Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$5,132,130 plus accrued interest, if any, on the total principal amount of the Series 2024B Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Series 2024B Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2024B Bonds is adjourned, recessed, or continued to another date without award of the Series 2024B Bonds having been made. Series 2024B Bonds of the same maturity shall bear a single rate from the date of the Series 2024B Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Series 2024B Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Series 2024B Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price if the hold-offering-price rules apply. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2024B Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2024B Bonds; and
- (iv) the City anticipates awarding the sale of the Series 2024B Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2024B Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party

relating to the initial sale of the Series 2024B Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2024B Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2024B Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2024B Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Series 2024B Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2024B Bonds or until all of the Series 2024B Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$52,050 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2024B Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2024B Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2024B Bonds. If the Series 2024B Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder.

Failure of the municipal bond insurer to issue the policy after the award of the Series 2024B Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2024B Bonds.

CUSIP NUMBERS

If the Series 2024B Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2024B Bonds; however, neither the failure to print such numbers on any Series 2024B Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2024B Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about August 15, 2024, the Series 2024B Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2024B Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2024B Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2024B Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2024B Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2024B Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2024B Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2024B Bonds, together with any other information required by law. By awarding the Series 2024B Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated June 18, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Kris Busse
City Administrator

STATE OF MINNESOTA)
)
COUNTY OF STEELE)
)
CITY OF OWATONNA)

I, the undersigned, being the duly qualified and acting City Administrator/City Clerk of the City of Owatonna, Minnesota (the "City"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on June 18, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the issuance and sale of the City's General Obligation Tax Abatement Bonds, Series 2024B, to be issued in the proposed aggregate principal amount of \$5,205,000.

WITNESS My hand as City Administrator/City Clerk and the corporate seal of the City this ____ day of June, 2024.

(SEAL)

City Administrator/City Clerk
City of Owatonna, Minnesota

City of Owatonna, Minnesota Pre-Sale Summary for Issuance of Bonds

\$1,865,000 General Obligation Bonds, Series 2024A (the "Series 2024A Bonds")
\$5,205,000 General Obligation Tax Abatement Bonds, Series 2024B (the "Series 2024B Bonds")
Together, the "Bonds"

The City Council has under consideration the issuance of:

- Series 2024A Bonds, along with available City funds, to finance (i) the acquisition of a law enforcement center in accordance with the City's 2024-2028 Capital Improvement Plan (the "CIP Portion"); (ii) 2024 street and utility improvement project in accordance with the City's 2024-2028 Street Reconstruction Plan (the "Street Reconstruction Portion"); and (iii) pay costs of issuance.
- Series 2024B Bonds, along with available City funds, to finance the renovation of Merrill Hall located on the City's West Hills Campus, and (ii) pay all or a portion of the costs of issuance.

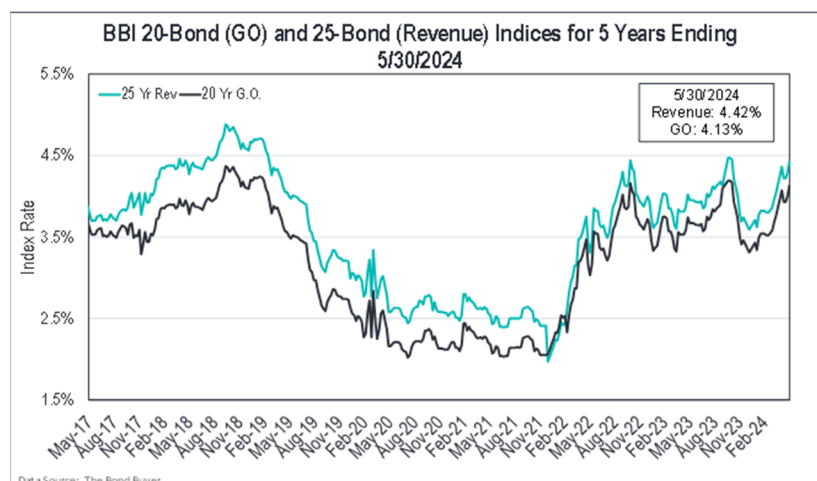
This document provides information relative to the proposed issuances.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the issuance of the Bonds:

June 18, 2024	Council sets sale date and terms
Week of June 24, 2024	Rating conference is conducted
July 16, 10:00 a.m.	Competitive proposals are received
July 16, 7:00 p.m.	City Council considers award of the Bonds
August 15, 2024	Proceeds are received

RATING: An application will be made to Moody's Investor's Service (Moody's) for ratings on the Bonds. The City's general obligation debt is currently rated "Aa1" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



\$1,865,000 General Obligation Bonds, Series 2024A

Description of Issue

BOND SUMMARY:	The Series 2024A Bonds are structured as two purposes pursuant to their respective statutory authorities. The Series 2024A Bonds are being issued pursuant to Minnesota Statutes, Chapter 475; Section 475.512 and Section 475.58 (Subd.3b). The Series 2024A Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. Each purpose is detailed in the sections below.
SCHEDULES ATTACHED:	Schedules attached for the Series 2024A Bonds include: (i) sources and uses of funds, (ii) estimated debt service for the Series 2024A Bonds as a whole and by purpose, and (iii) and assessment income schedule.
RISKS/SPECIAL CONSIDERATIONS:	Any projections included herein are estimates at the time this document was prepared and are developed based on current conditions in the municipal market. Market conditions fluctuate daily and can result in significant changes in yields and prices. Future market fluctuations from now until the day of pricing could impact the debt service and levy requirements from what is presented in this document and corresponding schedules.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale. <u>Prepayment Provisions:</u> Series 2024A Bonds maturing on or after March 1, 2034 may be prepaid at a price of par plus accrued interest on or after March 1, 2033. <u>Bank Qualification:</u> The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2024A Bonds are designated as bank qualified.

\$1,135,000 Street Reconstruction Portion of the Series 2024A Bonds

Description of Purpose

PURPOSE:	Proceeds of the Street Reconstruction Portion, along with available City funds, will be used to finance (i) the City's 2024 street and utility improvement projects in accordance with the City's 2024-2028 Street Reconstruction Plan; and (ii) a portion of the costs of issuance of the Series 2024A Bonds. The City is contributing \$790,780 from various sources to reduce the borrowing amount.
AUTHORITY:	<u>Statutory Authority:</u> The Street Reconstruction Portion is being issued pursuant to Minnesota Statutes Chapter 475 and Section 475.58 (Subd.3b) and the City's 2024-2028 Street Reconstruction Plan. <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, Section 475.58 (Subd. 3b), the City must have a 5-year Street Reconstruction Plan and comply with the associated public hearing requirements. The public hearing was held on May 7, 2024. Pursuant to the resolution adopted by the Council on May 7, 2024, the Street Reconstruction Portion has a maximum principal amount of \$2,000,000 plus any premium received.
SOURCE OF PAYMENT:	General ad valorem tax levies are pledged to the repayment of the Street Reconstruction Portion. In addition, the City expects to use special assessments collected against benefited properties, including prepayments, to reduce the annual tax levy. The assessments are not a pledged source of revenue. Special assessments in the total principal amount of \$80,000 are to be filed in the fall of 2024 for first collection in 2025. The assessments will be collected over a term of ten years with approximately equal payments of principal. Interest on the unpaid balance will be charged at a rate of 2.0% over the (TIC) of the Street Reconstruction Portion, estimated to be 5.437%. The City will make its first levy in 2024 for collection in 2025. The March 1, 2025 interest payment will be made from available City funds. Thereafter, each year's collection of taxes and special assessments will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due the following year.
STRUCTURING SUMMARY:	In consultation with City Staff, the Street Reconstruction Portion is structured over a term of ten years around the estimated assessment income to result in an approximately level annual tax levy.

\$730,000 CIP Portion of the Series 2024A Bonds

Description of Purpose

PURPOSE: Proceeds of the CIP Portion will be used to finance (i) the acquisition of a law enforcement center in accordance with the City's 2024-2028 Capital Improvement Plan; and (ii) a portion of the costs of issuance of the Series 2024A Bonds.

AUTHORITY: Statutory Authority: The CIP Portion is being issued pursuant to Minnesota Statutes Chapter 475 and Section 475.521 and the City's 2024-2028 Capital Improvement Plan.

Statutory Requirements: Minnesota Statutes, Section 475.521 authorizes the City to issue bonds for purposes including the financing of a city hall, public safety facility, and public works facilities. Under this authority, Cities may issue general obligation bonds as long as the maximum amount of the principal and interest to become due in any year on all outstanding bonds issued under this authority, including the Bonds to be issued does not exceed 0.16% of the City's estimated market value in the year the Bonds are issued or sold. The City does not have any outstanding debt issued under this authority. The maximum principal and interest due on the City's CIP Bonds, including the CIP Portion of the Series 2024A Bonds, is estimated to be \$88,812, which is within the statutory limitation as shown in the following calculation:

2023/24 Estimated Market Value	\$2,930,241,800
Statutory Maximum Principal & Interest (0.16%)	\$4,688,387
Estimated Maximum Debt Service	\$88,812
Estimated Unused Capacity after issuance of the Series 2024 Bonds	\$4,599,575

Section 475.521 also requires that a public hearing be held relative to both the CIP and the issuance of CIP bonds. The City conducted its public hearing on May 7, 2024 and approved the issuance of CIP Portion of the Series 2024A Bonds in the proposed aggregate principal amount not to exceed \$3,000,000 plus any premium received.

SOURCE OF PAYMENT: General ad valorem tax levies are pledged to the repayment of the CIP Portion. The City will make its first levy in 2024 for collection in 2025. The March 1, 2025 interest payment will be made from available City funds. Thereafter, each year's collection of taxes will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due the following year.

STRUCTURING SUMMARY: In consultation with City Staff, the CIP Portion is structured over a term of ten years to result in an approximately level annual tax levy.

\$5,205,000 General Obligation Abatement Bonds, Series 2024B

Description of Issue

PURPOSE:	Proceeds of the Series 2024B Bonds, along with available City funds, will be used to (i) finance the renovation of Merrill Hall located on the City's West Hills Campus, and (ii) pay all or a portion of the costs of issuance.
AUTHORITY:	<u>Statutory Authority:</u> The Series 2024B Bonds are being issued pursuant to Minnesota Statutes, Chapter 475, and Sections 469.1812 through 1815. <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City must specify the public benefit of the abatement, identify properties located within its jurisdiction whose value will equal the proposed amount of abatement and the term of the abatement and further comply with public hearing requirements. A public hearing was held on May 7, 2024. The maximum amount of abatement levy in any given year cannot exceed the greater of 10% of the net tax capacity of the City or \$200,000. Based on the City's 2023/24 tax capacity of \$31,610,276, the greater amount is \$3,161,027. The City's projected maximum annual tax abatement for all outstanding general obligation tax abatement issues, including the Series 2024B Bonds is estimated to be \$365,000. Additionally, due to use of the project by the Little Theater of Owatonna, Inc. and Wee Pals Child Center, Inc., both non-profit corporations and organizations as described in Section 501(c)(3) of the tax code, the Series 2024B Bonds are designated as 501(c)(3), requiring the City hold a TEFRA hearing. The City held the TEFRA hearing on May 7, 2024.
SOURCE OF PAYMENT:	The Series 2024B Bonds will be repaid with a combination of tax abatement revenue derived from certain abated parcels for a period of twenty years and ad valorem tax levies. The tax abatement revenues are estimated to be at least equal to the principal due on the Series 2024B Bonds. The City will be required to levy ad valorem taxes to pay the interest due on the Series 2024B Bonds. The City will make its first levy for the Series 2024B Bonds in 2024 for collection in 2025. Available City funds will make the interest payment due on March 1, 2025. Thereafter, each year's collection of taxes and tax abatement revenue will be used to make the September 1 interest payment due in the collection year and the March 1 principal and interest payment due in the following year.
STRUCTURING SUMMARY:	In consultation with City Staff, the Series 2024B Bonds are structured with a repayment term of twenty years to result in an approximately level annual levy.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale. <u>Prepayment Provisions:</u> Series 2024B Bonds maturing on or after March 1, 2035 may be prepaid at a price of par plus accrued interest on or after March 1, 2034.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2024B Bonds are designated as bank qualified.

Post Issuance Compliance

POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception for the Bonds.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to proceeds of the Bonds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly MA currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly MA will work with City staff to include the Bonds under the existing respective Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

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Preliminary

\$1,865,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Issue Summary

Total Issue Sources And Uses

Dated 08/15/2024 | Delivered 08/15/2024

	Capital Improvement Portion	Street Reconstruction Portion	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$730,000.00	\$1,135,000.00	\$1,865,000.00
Storm Water	-	308,880.00	308,880.00
Water Portion (OPU Cash)	-	237,900.00	237,900.00
Sewer Portion (City Cash)	-	234,000.00	234,000.00
Prepaid Assessments	-	10,000.00	10,000.00
Total Sources	\$730,000.00	\$1,925,780.00	\$2,655,780.00
Uses Of Funds			
Deposit to Project Construction Fund	700,000.00	1,886,034.00	2,586,034.00
Costs of Issuance	19,610.19	30,489.81	50,100.00
Total Underwriter's Discount (1.000%)	7,300.00	11,350.00	18,650.00
Rounding Amount	3,089.81	(2,093.81)	996.00
Total Uses	\$730,000.00	\$1,925,780.00	\$2,655,780.00

Preliminary

\$1,865,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
03/01/2025	-	-	33,121.28	33,121.28	34,777.34	-	34,777.34 *
03/01/2026	165,000.00	3.800%	60,835.00	225,835.00	237,126.75	12,905.38	224,221.37
03/01/2027	165,000.00	3.570%	54,565.00	219,565.00	230,543.25	11,914.64	218,628.61
03/01/2028	170,000.00	3.400%	48,674.50	218,674.50	229,608.23	11,479.68	218,128.55
03/01/2029	180,000.00	3.240%	42,894.50	222,894.50	234,039.23	11,044.72	222,994.51
03/01/2030	180,000.00	3.170%	37,062.50	217,062.50	227,915.63	10,609.76	217,305.87
03/01/2031	190,000.00	3.130%	31,356.50	221,356.50	232,424.33	10,174.80	222,249.53
03/01/2032	195,000.00	3.100%	25,409.50	220,409.50	231,429.98	9,739.84	221,690.14
03/01/2033	200,000.00	3.120%	19,364.50	219,364.50	230,332.73	9,304.88	221,027.85
03/01/2034	205,000.00	3.130%	13,124.50	218,124.50	229,030.73	8,869.92	220,160.81
03/01/2035	215,000.00	3.120%	6,708.00	221,708.00	232,793.40	8,434.96	224,358.44
Total	\$1,865,000.00	-	\$373,115.78	\$2,238,115.78	\$2,350,021.57	\$104,478.58	\$2,245,542.99

* The March 1, 2025 interest payment will be made from available City funds.

Yield Statistics

Bond Year Dollars	\$11,740.39
Average Life	6.295 Years
Average Coupon	3.1780530%
Net Interest Cost (NIC)	3.3369063%
True Interest Cost (TIC)	3.3633170%
Bond Yield for Arbitrage Purposes	3.1819408%
All Inclusive Cost (AIC)	3.8631860%

IRS Form 8038

Net Interest Cost	3.1780530%
Weighted Average Maturity	6.295 Years

Preliminary

\$1,135,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Street Reconstruction Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
03/01/2025	-	-	20,156.97	20,156.97	21,164.82	-	21,164.82 *
03/01/2026	100,000.00	3.800%	37,023.00	137,023.00	143,874.15	12,905.38	130,968.77
03/01/2027	100,000.00	3.570%	33,223.00	133,223.00	139,884.15	11,914.64	127,969.51
03/01/2028	105,000.00	3.400%	29,653.00	134,653.00	141,385.65	11,479.68	129,905.97
03/01/2029	110,000.00	3.240%	26,083.00	136,083.00	142,887.15	11,044.72	131,842.43
03/01/2030	110,000.00	3.170%	22,519.00	132,519.00	139,144.95	10,609.76	128,535.19
03/01/2031	115,000.00	3.130%	19,032.00	134,032.00	140,733.60	10,174.80	130,558.80
03/01/2032	120,000.00	3.100%	15,432.50	135,432.50	142,204.13	9,739.84	132,464.29
03/01/2033	120,000.00	3.120%	11,712.50	131,712.50	138,298.13	9,304.88	128,993.25
03/01/2034	125,000.00	3.130%	7,968.50	132,968.50	139,616.93	8,869.92	130,747.01
03/01/2035	130,000.00	3.120%	4,056.00	134,056.00	140,758.80	8,434.96	132,323.84
Total	\$1,135,000.00	-	\$226,859.47	\$1,361,859.47	\$1,429,952.44	\$104,478.58	\$1,325,473.86

* The March 1, 2025 interest payment will be made from available City funds.

Preliminary

\$80,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Assessments - Street Reconstruction Portion

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/31/2024	-	-	-	-
12/31/2025	8,000.00	5.437%	4,905.38	12,905.38
12/31/2026	8,000.00	5.437%	3,914.64	11,914.64
12/31/2027	8,000.00	5.437%	3,479.68	11,479.68
12/31/2028	8,000.00	5.437%	3,044.72	11,044.72
12/31/2029	8,000.00	5.437%	2,609.76	10,609.76
12/31/2030	8,000.00	5.437%	2,174.80	10,174.80
12/31/2031	8,000.00	5.437%	1,739.84	9,739.84
12/31/2032	8,000.00	5.437%	1,304.88	9,304.88
12/31/2033	8,000.00	5.437%	869.92	8,869.92
12/31/2034	8,000.00	5.437%	434.96	8,434.96
Total	\$80,000.00	-	\$24,478.58	\$104,478.58

SIGNIFICANT DATES

Date Filed	11/15/2024
First Collection Year.....	12/31/2025

Preliminary

\$730,000

City of Owatonna, Minnesota

General Obligation Bonds, Series 2024A

Capital Improvement Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
03/01/2025	-	-	12,964.31	12,964.31	13,612.53 *
03/01/2026	65,000.00	3.800%	23,812.00	88,812.00	93,252.60
03/01/2027	65,000.00	3.570%	21,342.00	86,342.00	90,659.10
03/01/2028	65,000.00	3.400%	19,021.50	84,021.50	88,222.58
03/01/2029	70,000.00	3.240%	16,811.50	86,811.50	91,152.08
03/01/2030	70,000.00	3.170%	14,543.50	84,543.50	88,770.68
03/01/2031	75,000.00	3.130%	12,324.50	87,324.50	91,690.73
03/01/2032	75,000.00	3.100%	9,977.00	84,977.00	89,225.85
03/01/2033	80,000.00	3.120%	7,652.00	87,652.00	92,034.60
03/01/2034	80,000.00	3.130%	5,156.00	85,156.00	89,413.80
03/01/2035	85,000.00	3.120%	2,652.00	87,652.00	92,034.60
Total	\$730,000.00	-	\$146,256.31	\$876,256.31	\$920,069.13

* The March 1, 2025 interest payment will be made from available City funds.

SIGNIFICANT DATES

Dated	8/15/2024
Delivery Date	8/15/2024
First Coupon Date	3/01/2025

Yield Statistics

Bond Year Dollars	\$4,602.44
Average Life	6.305 Years
Average Coupon	3.1777963%

Net Interest Cost (NIC)	3.3364077%
True Interest Cost (TIC)	3.3628148%
Bond Yield for Arbitrage Purposes	3.1819408%
All Inclusive Cost (AIC)	3.8620126%

IRS Form 8038

Net Interest Cost	3.1777963%
Weighted Average Maturity	6.305 Years

Preliminary

\$5,205,000

City of Owatonna, Minnesota

General Obligation Tax Abatement Bonds, Series 2024B

Sources & Uses

Dated 08/15/2024 | Delivered 08/15/2024

Sources Of Funds

Par Amount of Bonds	\$5,205,000.00
Additional required Equity contribution	33,661.00
Total Sources	\$5,238,661.00

Uses Of Funds

Deposit to Project Construction Fund	5,100,000.00
Total Underwriter's Discount (1.400%)	72,870.00
Costs of Issuance	64,891.00
Rounding Amount	900.00
Total Uses	\$5,238,661.00

Preliminary

\$5,205,000

City of Owatonna, Minnesota

General Obligation Tax Abatement Bonds, Series 2024B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy	Abatement Revenue	Levy Required
03/01/2025	-	-	103,420.35	103,420.35	108,591.37	-	108,591.37 *
03/01/2026	185,000.00	3.800%	189,955.75	374,955.75	393,703.54	185,000.00	208,703.54
03/01/2027	195,000.00	3.570%	182,925.75	377,925.75	396,822.04	195,000.00	201,822.04
03/01/2028	200,000.00	3.400%	175,964.25	375,964.25	394,762.46	200,000.00	194,762.46
03/01/2029	205,000.00	3.240%	169,164.25	374,164.25	392,872.46	205,000.00	187,872.46
03/01/2030	215,000.00	3.170%	162,522.25	377,522.25	396,398.36	215,000.00	181,398.36
03/01/2031	220,000.00	3.130%	155,706.75	375,706.75	394,492.09	220,000.00	174,492.09
03/01/2032	230,000.00	3.100%	148,820.75	378,820.75	397,761.79	230,000.00	167,761.79
03/01/2033	235,000.00	3.120%	141,690.75	376,690.75	395,525.29	235,000.00	160,525.29
03/01/2034	240,000.00	3.130%	134,358.75	374,358.75	393,076.69	240,000.00	153,076.69
03/01/2035	250,000.00	3.120%	126,846.75	376,846.75	395,689.09	250,000.00	145,689.09
03/01/2036	255,000.00	3.230%	119,046.75	374,046.75	392,749.09	255,000.00	137,749.09
03/01/2037	265,000.00	3.330%	110,810.25	375,810.25	394,600.76	265,000.00	129,600.76
03/01/2038	275,000.00	3.460%	101,985.75	376,985.75	395,835.04	275,000.00	120,835.04
03/01/2039	285,000.00	3.570%	92,470.75	377,470.75	396,344.29	285,000.00	111,344.29
03/01/2040	295,000.00	3.650%	82,296.25	377,296.25	396,161.06	295,000.00	101,161.06
03/01/2041	305,000.00	4.075%	71,528.75	376,528.75	395,355.19	305,000.00	90,355.19
03/01/2042	315,000.00	4.300%	59,100.00	374,100.00	392,805.00	315,000.00	77,805.00
03/01/2043	330,000.00	4.350%	45,555.00	375,555.00	394,332.75	330,000.00	64,332.75
03/01/2044	345,000.00	4.400%	31,200.00	376,200.00	395,010.00	345,000.00	50,010.00
03/01/2045	360,000.00	4.450%	16,020.00	376,020.00	394,821.00	360,000.00	34,821.00
Total	\$5,205,000.00	-	\$2,421,389.85	\$7,626,389.85	\$8,007,709.35	\$5,205,000.00	\$2,802,709.35

* The March 1, 2025 interest payment will be made from available City funds.

SIGNIFICANT DATES

Dated	8/15/2024
Delivery Date	8/15/2024
First Coupon Date	3/01/2025

Yield Statistics

Bond Year Dollars	\$63,278.83
Average Life	12.157 Years
Average Coupon	3.8265400%

Net Interest Cost (NIC)	3.9416970%
True Interest Cost (TIC)	3.9398506%
Bond Yield for Arbitrage Purposes	3.7887553%
All Inclusive Cost (AIC)	4.0769998%

IRS Form 8038

Net Interest Cost	3.8265400%
Weighted Average Maturity	12.157 Years



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Resolution 66-24 Settlement Agreement - Jaguar Communications

Purpose:

Approval of Resolution 66-24 authorizing a settlement agreement with Jaguar Communications.

Background:

Jaguar Communications (Metronet) wishes to terminate the video franchise agreement effective June 30, 2024. The current franchise agreement was scheduled to end on August 17, 2030. City staff have been working with Robert Vose, attorney with Kennedy & Graven, who specializes in this area, to negotiate a fair settlement amount in recognition of the lost franchise fee revenues and PEG support over this six-year period.

This Settlement Agreement requires Jaguar to:

- Remove any portion of the cable system from all streets and public property within the City associated solely and exclusively for the provision of video cable service.

- Restore affected sites to their original condition, consistent with all code requirements.

- Maintain Insurance policies as provided in the agreement

- Comply with all Right of Way permit obligations under the city code

- Provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues or to request removal of abandoned or unused Franchisee property.

Attached is a Memorandum from Robert J.V. Fose, Attorney at Kennedy & Graven, advisory to the City.

Budget Impact:

Jaguar is required to pay the city \$100,000 which represents reasonable costs and expenses in connection with the loss of franchise fees.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 66-24 Authorize Settlement Agreement - Jaguar Communications
2. Memorandum - Robert J.V. Vose, Attorney
3. Settlement Agreement - June 2024

RESOLUTION NO. 66-24
A RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT
JAGUAR COMMUNICAITONS

WHEREAS, The City of Owatonna and Franchisee entered into a Video Franchise dated August 17, 2015, and

WHEREAS The initial Franchise term is set to expire August 17, 2030 ("Expiration Date"), and

WHEREAS the Franchisee wishes to terminate the Franchise prior to the Expiration Date and the City is not opposed subject to certain conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, and mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree to the Settlement Agreement attached dated June 18, 2024.

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of June, 2022.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



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ROBERT J. V. VOSE
Attorney at Law
Direct Dial (612) 337-9275
Email: rvose@kennedy-graven.com

MEMORANDUM

DATE: June 14, 2024
TO: Kris M. Busse, City Administrator
FROM: Robert J.V. Vose
RE: MetroNet/Jaguar

I recommend approval of the agreement with MetroNet (Jaguar) allowing the company to terminate cable service prior to the expiration of the franchise in approximately six years. Metronet is terminating cable in all of its markets. They have entered agreements, similar to the agreement proposed here in a number of communities. The agreement is fairly standard and protects the city.

Rochester was the first city to enter such an agreement, allowing early termination, and they received a \$35k settlement payment. We have negotiated a \$100k payment. Because that amount exceeds the amount the company has agreed to pay anywhere else, they asked to remove the specific amount from the face of the agreement. However, that amount has been confirmed in several written communications between my office and the company's counsel.

It is unfortunate that the company is ceasing its video services, but I believe the settlement we have negotiated is advantageous to the city.

RJV:jms

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this ___ day of June 2024, by the City of Owatonna, Minnesota ("City") and Jaguar Communications, Inc. (hereinafter "Franchisee"). The City and Franchisee shall sometimes be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City and Franchisee entered into a Video Franchise dated August 17, 2015.
2. The initial Franchise term is set to expire August 17, 2030 ("Expiration Date").
3. Franchisee wishes to terminate the Franchise prior to the Expiration Date and the City is not opposed subject to certain conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, and mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **FRANCHISE TERMINATION DATE.** The Parties hereby agree to terminate the Franchise effective June 30, 2024.
2. **REMOVAL OF FACILITIES.**
 - a. Pursuant to Section 9.6 of the Franchise, the City directs Franchisee, and Franchisee agrees, to remove any portion of the cable system from all streets and public property within the City associated solely and exclusively for the provision of video cable service.
 - b. Franchisee agrees to restore affected sites to their original condition consistent with all City Code requirements.
 - c. Nothing herein shall be construed to waive any rights that the City may have with respect to the enforcement of City Code obligations on any Franchisee facilities that remain in the City's streets. Such enforcement rights shall extend to facilities owned by any affiliates of Franchisee. Franchisee agrees to compensate the City for any damages resulting from the discontinued use or abandonment of the cable system, including all costs which the City may incur to remove any abandoned portion of the cable system from the streets.
3. **CONTACT.** Franchisee will provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues or to request removal of abandoned or unused Franchisee property.

4. **INSURANCE.** Franchisee agrees to maintain the policies of insurance, pursuant to the terms outlined in Section 8.6 of the Franchise, through August 17, 2027.
5. **PERMITS.** Franchisee agrees to comply with all permitting obligations applied to right-of-way users pursuant to City's Code.
6. **FEES AND COSTS.** Franchisee shall, within thirty (30) days of the date of adoption of this Agreement, pay the City for City's reasonable costs and expenses in connection with this Settlement Agreement and the loss of future franchise fees under the Franchise.
7. **VOLUNTARY AGREEMENT.** This Agreement is freely and voluntarily executed by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all the terms and provisions of this Agreement.
8. **BINDING EFFECT.** This Agreement will inure to the benefit of and be binding upon the Parties and respective successors and assigns. The Parties for themselves and their respective successors, assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Agreement.
9. **GOVERNING LAW.** This Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Minnesota, whose courts shall have exclusive jurisdiction thereof.
10. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.
11. **HEADINGS.** All headings are herein provided for the convenience of reference only and do not affect the meaning or interpretation of this Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same document.
13. **COPIES.** PDF copies of the executed Agreement may be treated as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

CITY OF OWATONNA, MN

By: _____

Its: _____

JAGUAR COMMUNICATIONS, INC.

By: *John Campbell*
[John Campbell \(May 22, 2024 09:38 CDT\)](#)

Its: Executive Vice President and
General Counsel



CITY OF
OWATONNA

Miscellaneous



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: 3-Year Strategic Plan: 2025-2027

Purpose:

Approval of Owatonna's three-year strategic plan.

Background:

City Council and staff completed their annual update of the strategic plan through a planning session held in April. Council and staff reviewed the vision and guiding principles, which were crafted through input from the public, planning commission, city council and staff. The City's four Key Focus Areas have remained the same. However, each key focus area has issues, outcomes and targets identified within the plan to prepare for the community's expected growth. A system to track and report progress on the plan was also developed. The Strategic Plan will continue to be updated annually.

Budget Impact:

The strategic plan is the guiding document for the city budget. It serves as the road map to navigate the challenges ahead, make informed decisions and allocate resources wisely.

Staff Recommendation:

Staff recommends approval of this Strategic Plan.

Attachments:

1. 2025-2027 Strategic Plan slides



2025-2027 Strategic Plan



CITY OF
OWATONNA

CITY VISION:

Residents and businesses thrive, with easy access to work, shopping, high quality education, and recreation. We are better together, welcoming and diverse, creating a quality of life unparalleled in Southern Minnesota.

CITY GUIDING PRINCIPLES:

- Owatonna strives to be a community with opportunity for all to live happy, healthy, successful lives.
- Owatonna is both traditional and progressive, keeping its historic strengths and embracing new opportunities.
- Our city is innovative and supportive of its residents and businesses, helping all to succeed in Owatonna.
- Owatonna residents are determined and passionate about the city as a place to live, work and play.
- Owatonna will utilize its resources efficiently and effectively.



**Vision
&
Guiding
Principles**

Key Focus Areas

Strategic Plan 2025-2027
Issues > Outcomes > Targets

City of Owatonna Elected Officials



Thomas A. Kuntz
Mayor
mayor@owatonna.gov



Doug Voss
At Large
douglas.voss@owatonna.gov



Dan Boeke
At Large
daniel.boeke@owatonna.gov



Nathan Dotson
First Ward
nathan.dotson@owatonna.gov



Greg Schultz
Second Ward
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David Burbank
Third Ward
david.burbank@owatonna.gov



Kevin Raney
Fourth Ward
kevin.raney@owatonna.gov



Brent Svenby
Fifth Ward
brent.svenby@owatonna.gov



Kris Busse

City Administrator
507.774.7340
kris.busse@owatonna.gov

On behalf of the Owatonna City Council, Mayor and City staff, I am pleased to share with you our Strategic Plan that will guide our work through 2027.

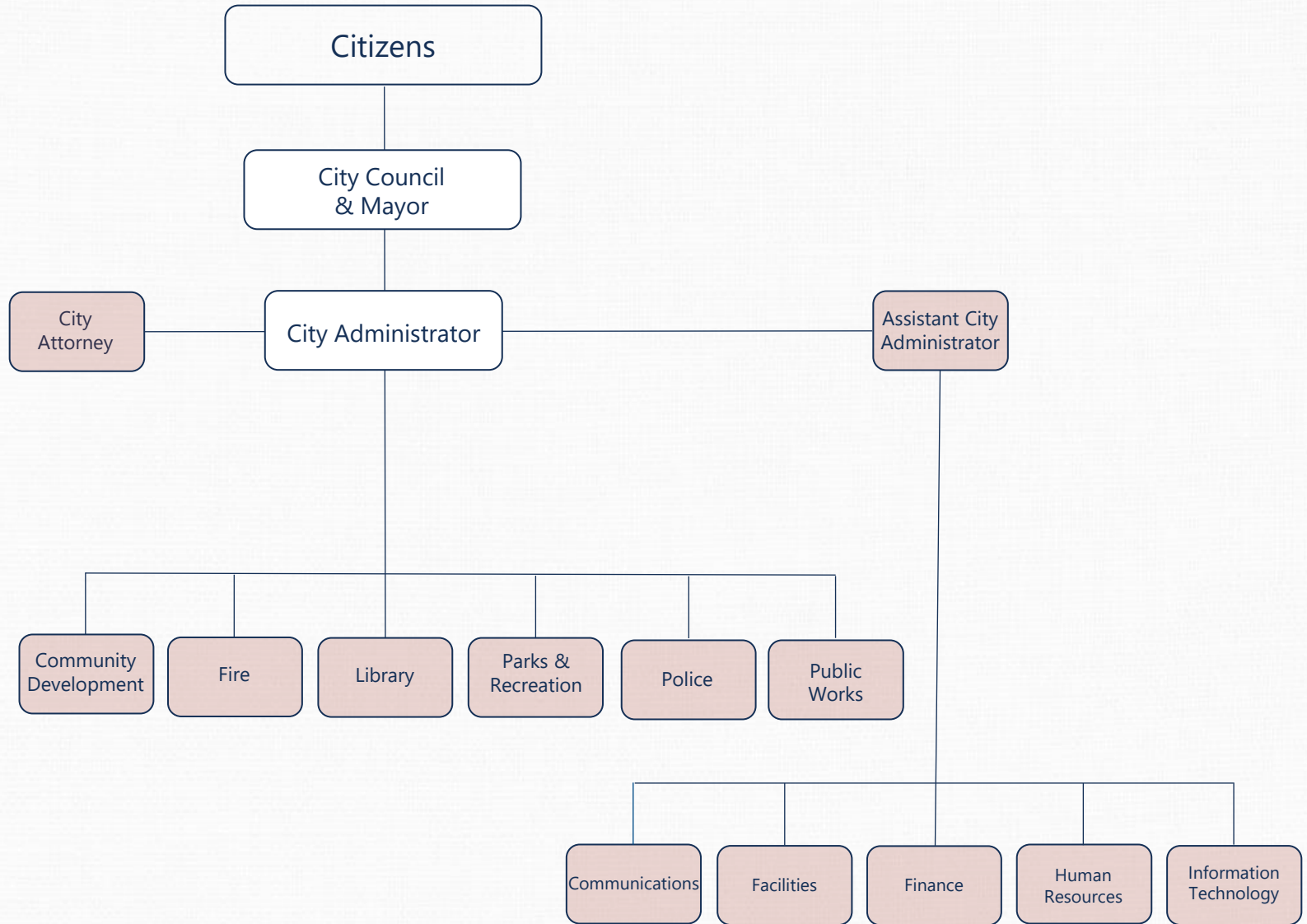
Owatonna is increasingly becoming more of a regional hub for southern Minnesota. The City of Owatonna is preparing to accommodate the community's evolving needs with development goals planning to reach population goals of 30,000 residents before 2030 and 40,000 before 2040. With added growth, we need to prepare to expand our services, infrastructure, recreational facilities and programs. We are committed to continuing to provide a community that welcomes and serves all of our residents, visitors, commuters and business leaders.

This year's annual update of the City's Strategic Plan began with a planning session in April that involved discussions with department directors and elected officials to develop high-level priorities. Since then, we have refined those priorities and developed a system to track and report progress on them.

The City's four Key Focus Areas have remained the same. Each Key Focus Area now has issues, outcomes and targets identified within the plan to prepare for the community's expected growth.

The Strategic Plan will continue to be updated annually. We invite community members to attend meetings, participate in surveys, focus groups and utilize online engagement opportunities and, as always, contact staff, your City Council Member or the Mayor to ensure your voice is heard in City decision-making. Thank you for choosing Owatonna and helping elevate this community to a place where the extra mile takes you!

City Services Accountability Structure



Key Focus Areas



Infrastructure

Develop and implement fiscal sustainability policies that guide investments in facilities and utilities supporting core services that proactively ensure residents' health, safety and welfare.



Economic Vitality

Collaborate with other public and private entities to drive economic development that attracts, retains and creates quality jobs to ensure a diverse economic base and a resilient, growing city tax base.



Quality of Life

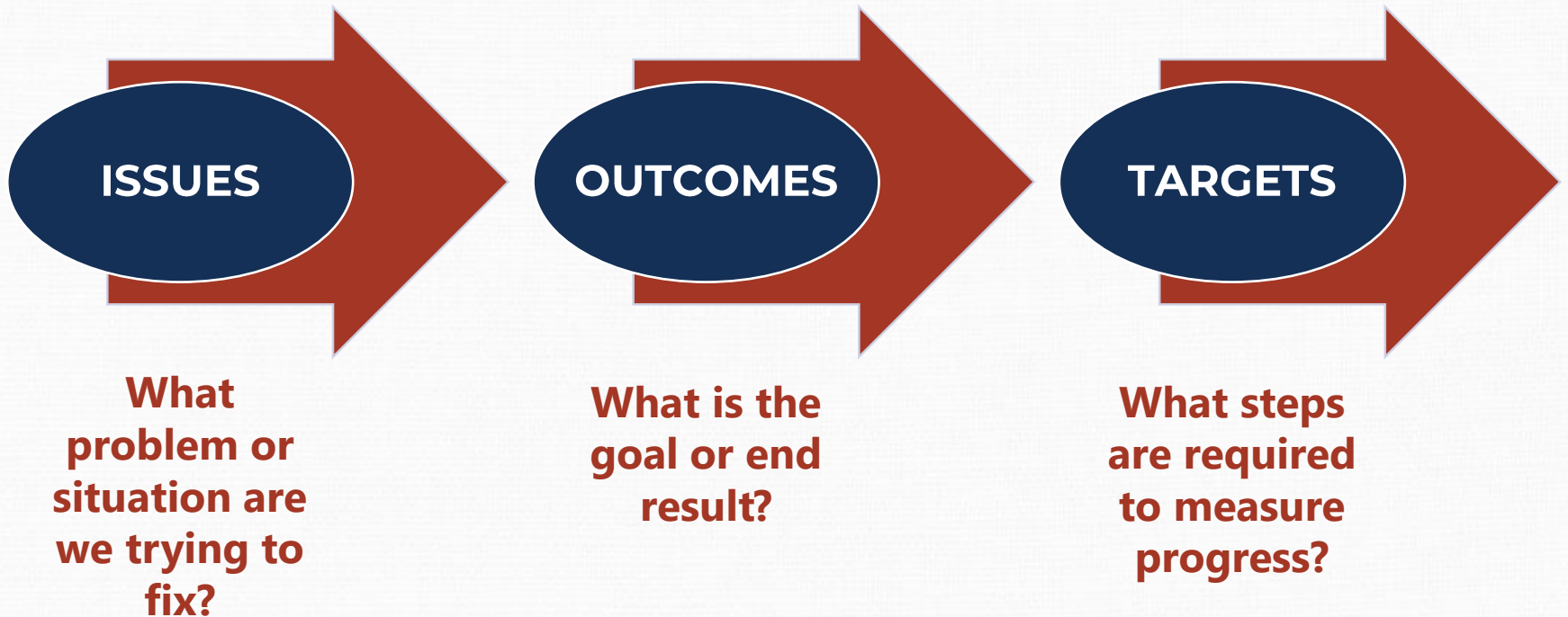
Maximize resources that accentuate Owatonna's intrinsic assets to provide quality amenities, services and programs that make it convenient for residents to enjoy art, cultural and recreational activities.



Efficient Effective Government

As good stewards of taxpayer dollars, function as an innovative, responsible and customer-focused government that works collaboratively to meet the community's needs.

2025-2027 Strategic Plan





Infrastructure 2025-2027

ISSUE	OUTCOME	TARGETS
#1: Outdated, undersized Police & Fire Department facilities	Functional, modern Public Safety facilities	Based on activities completed in 2024 (establish Task Force, visit existing facilities, evaluate site, develop scenarios, prepare scope): •Finalize scope •Review budget and financing options •Pre-design, design, bids, property acquisition (if needed)
#2: Backlog of deferred maintenance on current amenities	Quality amenities that serve residents & attract visitors	•Analyze & prioritize current needs based on ICS findings and survey feedback •Facilities rated satisfactory or above in Resident Survey
#3: Street improvements needed & lack of north/south connection on east side	New north/south connection to pull traffic away from downtown & accelerated plan to improve Pavement Management Index (PMI)	•Support Steele County on East Side Corridor project •Assess current PMI for increased investment in repairing streets •Review Assessment Policy



Economic Vitality 2025-2027

ISSUE	OUTCOME	TARGETS
#1: Lack of housing variety and availability	Foster environment that promotes development of housing options at all levels	• Add one or more new senior housing projects • Add one or more single-family housing developments • Add one or more affordable/workforce housing projects
#2: Airport needs to become more of an economic driver	Foster environment that promotes business activity at the airport	• Develop new Airport Business Plan • Develop action plan for runway extension
#3: Downtown vacant buildings	Remaining vacant buildings redeveloped and occupied	• Reduce number of City-owned vacant buildings by one or more



Quality of Life 2025-2027

ISSUE	OUTCOME	TARGETS
#1: Inadequate, outdated recreational facilities	Community Center Plan to serve the area's recreational needs today and into the foreseeable future	Based on activities completed in 2024 (Task Force established, pre-scoping, identify potential partners, external communications): •Public engagement/input, surveys, open houses •Prepare architect renderings •Consider Local Option Sales Tax proposal
#2: Gaps in trail system	Connected community through trail network	•Update Sidewalk and Trail Plan with standards for new and existing trails/sidewalks documented in a policy •Prioritize identified gaps in the Master Park & Trail System Plan to construct new segments to fill gaps as funding allows
#3: Lack of consistent trail amenities	Develop standards for trail amenities	•Assess existing trails and prioritize upgrades •Integrate standards into new trails



Efficient Effective Government 2025-2027

ISSUE	OUTCOME	TARGETS
#1: Staffing levels need evaluating to meet community needs	Staffing levels align with community growth	•Complete annual internal Culture Assessment (pulse survey) •Complete staffing analysis
#2: Underutilized technology tools	Trained staff who use existing technology efficiently	•Develop staff technology training •Embed technology training into onboarding systems •Establish technology user group monthly meeting
#3: Ordinances need to meet community expectations	Updated Ordinances that are efficiently enforced	•Review three high-priority ordinances and identify improvements •Assess legal support and options for processing violations efficiently



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order #12 - Wastewater Treatment Facility Expansion - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #12 for the Wastewater Treatment Facility Expansion Project.

Background:

Work Change Directives (WCDs) are created as a means to address construction issues, design clarifications, and interdisciplinary coordination, or errors and/or omissions. Change Order 12 consists of 9 WCDs and are as follows:

- 74 - FO 25 0 Hydronic Valve and Control Changes
- 75 - Remove Pressure Washing ABs 1&2
- 76 - Add influent and effluent pH sensors
- 77 - Revise PB blower piping per RFI 172
- 80 - Remove pipe ro educator pump location - RFI 174
- 82 - Admin - Masonry Infill and Floor System Add
- 83 - Mud Valve Replacement
- 84 - FO 29 - Install Manway in Secondary Digester
- 85 - FO 30 - Septage Receiving Station Changes

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

Budget Impact:

The budget impact of the Change Order is \$117,963.80 and will be paid for using sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order No. 12

CHANGE ORDER NO. 12

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Change Order: 4/11/2024

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

Description:

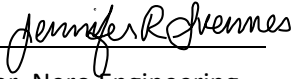
Work Change Directives Nos. 74-85.

Attachments:

WCD Log – 6-10-2024. Change Order Log – 6-10-2024.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 55,720,600.00	Original Contract Times: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 11: \$ 1,188,692.94	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 8: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 56,909,292.94	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ \$117,963.80	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 57,027,256.74	Contract Times with all approved Change Orders: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025

Recommended by Engineer (if required)

By: Jennifer Svennes, PE 
Title: Lead Process Engineer, Nero Engineering
Date: 6/12/2024

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

EJCDC® C-941, Change Order.

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WORK CHANGE DIRECTIVE NO.: 74

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Hydronic valve and control changes related to Field Order #25.

Attachments:

WCD #074 Proposal related to Field Order #25.

Purpose for the Work Change Directive:

Furnish and install hydronic valves and perform the control changes in the MBR and DTC as described in Field Order #25.

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

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

Contract Price: \$15,254.90 ~~[increase] [decrease] [not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svenes 	
Title:	Lead Process Engineer	
Date:	6/5/2024	

WORK CHANGE DIRECTIVE NO.: 75

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Credit for removing scope from the project by not having basin 1&2 pressure washed.

Attachments:

WCD #075 Proposal from Rice Lake.

Purpose for the Work Change Directive:

Credit for all labor, material, and equipment for not having to pressure wash aeration basins 1-2 tank walls and brush above the waterline including heat.

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

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

Contract Price: \$20,200.43 ~~[increase] [decrease] [not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

Recommended by Engineer
By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 6/5/2024

Authorized by Owner

WORK CHANGE DIRECTIVE NO.: 76

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Furnish and Install pH sensors related to Field Order #27.

Attachments:

WCD #076 Proposal related to Field Order #27.

Purpose for the Work Change Directive:

The installation of influent and effluent pH probes in the sampling lines at FSB and MBR will be more accessible for maintenance than they are in their existing locations.

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

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

Contract Price: \$21,046.32 ~~[increase] [decrease] [not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 6/5/2024

WORK CHANGE DIRECTIVE NO.: 77

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Response to RFI 172 which modified the scope of work for PB Blower Piping.

Attachments:

WCD #077 Proposal from Rice Lake. RFI 172.

Purpose for the Work Change Directive:

Credit for all labor, material, and equipment to modify the scope of the blower piping work in the Process Building.

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

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

Contract Price: \$10,862.10 ~~[increase] [decrease] [not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE 	
Title:	Lead Process Engineer	
Date:	6/5/2024	

WORK CHANGE DIRECTIVE NO.: 80

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Credit for changes in RFI 174.

Attachments:

WCD #080 Proposal related to RFI 174.

Purpose for the Work Change Directive:

Credit for adjusting the scope in RFI 174 which removed the pipe and fittings for installation of the eductor pump in the MBR Cassette room.

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

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

Contract Price: \$1,894.14 ~~{increase} {decrease} {not yet estimated}.~~

Contract Time: 0 days ~~{increase} {decrease} {not yet estimated}.~~

Basis of estimated change in Contract Price:

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

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 6/5/2024

WORK CHANGE DIRECTIVE NO.: 82

Owner:	City of Owatonna	Owner's Project No.:	17017
Engineer:	Nero Engineering	Engineer's Project No.:	10044
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2214
Project:	Owatonna WWTF Upgrade and Expansion		
Contract Name:	Owatonna WWTF Upgrade and Expansion		
Date Issued:		Effective Date of Work Change Directive:	6/5/2024

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

Description:

Install infill and coating changes related to FO #28.

Attachments:

WCD #082 Proposal related to FO #28.

Purpose for the Work Change Directive:

Furnish and install the door infill and coating changes - HPF-1 in Admin changing to Deco Quartz represented in Field Order no 28 and correspondence with Nero Engineering.

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

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

Contract Price: \$10,989.02 ~~[increase] [decrease] [not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

	Recommended by Engineer	Authorized by Owner
By:	Jennifer Svennes, PE 	
Title:	Lead Process Engineer	
Date:	6/5/2024	

WORK CHANGE DIRECTIVE NO.: 85

Owner: City of Owatonna Owner's Project No.: 17017
Engineer: Nero Engineering Engineer's Project No.: 10044
Contractor: Rice Lake Construction Group Contractor's Project No.: 2214
Project: Owatonna WWTF Upgrade and Expansion
Contract Name: Owatonna WWTF Upgrade and Expansion
Date Issued: Effective Date of Work Change Directive: 6/10/2024

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

Description:

Revise Septage Receiving Station size and trench covers.

Attachments:

WCD #085 Proposal.

Purpose for the Work Change Directive:

The Septage Receiving Station length and wall height are being increased to better contain the discharge from the City's jetter. A bar rack is being added so any larger items from septage haulers can be raked and disposed of in a dumpster. The trench cover system for the jetter and street sweeper disposal is being revised to a perforated plate system and a screened baffle is being added to the trench drain to retain grit particles.

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

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

Contract Price: \$38,748.03 [increase] ~~[decrease]~~ ~~[not yet estimated]~~

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

Basis of estimated change in Contract Price:

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

Recommended by Engineer

Authorized by Owner

By: Jennifer Svennes, PE 

Title: Lead Process Engineer

Date: 6/10/2024

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
1	6/23/2023	Contaminated Soil Removal					\$193,738.62	mostly	Yes	Yes	No	Yes
2	8/19/2022	Field Order No.1	\$0.00	\$0.00	\$0.00	\$548.00	\$581.15	no	yes	yes	No	yes
3	8/22/2022	Field Order No.3	\$1,900.00	-\$11,985.98	\$0.00	\$0.00	-\$12,511.72	no	yes	yes	No	yes
4	8/19/2022	Field Order No.4	\$14,841.85	\$22,303.75	\$4,080.00	\$2,272.00	\$53,409.75	partially	yes	yes	No	yes
5	8/25/2022	Field Order No.2	\$0.00	\$1,887.00	\$0.00	\$940.00	\$3,329.18	no	yes	yes	No	yes
6	6/23/2023	Additional Granular Fill	\$0.00	\$42,388.50	\$0.00	\$0.00	\$72,219.17	mostly	yes	yes	No	yes
7	8/25/2022	RFI #29	\$0.00	-\$8,975.00	\$0.00	\$0.00	-\$11,092.99	no	yes	yes	No	yes
8	9/30/2022	MBR Tank Drain Valves	\$2,280.00	\$11,400.00	\$0.00	\$0.00	\$16,853.62	no	yes	yes	No	yes
9	9/30/2022	Field Order No.9	\$760.00	\$6,052.63	\$150.00	\$978.40	\$9,613.92	no	yes	yes	No	yes
10	9/30/2022	Grating Width Changes and Perm Wall Pipe	\$760.00	-\$6,363.70	\$0.00	\$0.00	-\$6,944.33	no	yes	yes	No	yes
11	10/16/2022	Change White Maple Wooden Doors to Oak Finish	\$0.00	\$3,095.00	\$0.00	\$0.00	\$3,594.84	no	no	no	No	no
12	10/25/2022	Backwash Tank and Chemical Storage Building - Opt.	\$20,520.00	\$1,650.00	\$5,600.00	\$39,760.00	\$75,579.50	no	no	yes	No	yes
13	10/25/2022	RFI #25	\$0.00	\$11,114.66	\$0.00	\$0.00	\$13,737.58	no	yes	yes	No	yes
14	10/16/2022	Additional Window in Admin Building	\$6,196.80	\$5,516.44	\$84.00	\$7,012.00	\$21,862.56	no	no	yes	No	yes
15	5/31/2022	Suez Price Escalation - Documented under Cost Escalation					\$252,500.00	no	NA	NA	Yes	Yes
16	11/28/2022	Directionally Drill 10" MBR Drain Line	-\$22,800.00	\$1,669.00	\$20,000.00	-\$11,660.00	-\$17,903.83	no	yes	yes	No	yes
17	11/28/2022	Increase Size of Tunnel Opening at RWC	\$190.00	\$0.00	\$3,400.00	\$0.00	\$3,835.98	no	yes	yes	No	yes
18	4/3/2023	Field Order No. 8	\$15,808.00	\$22,225.06	-\$139.75	\$13,400.00	\$60,677.57	no	yes	yes	No	yes
19	12/22/2022	RFI No. 45 - Hardware Material Change	\$0.00	\$0.00	\$0.00	-\$237,870.81	-\$240,249.52	partially	yes	yes	No	yes
20	12/22/2022	RFI No. 87 - Concrete Sealer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	no	no	no	No	no
21	12/22/2022	Additional Pipe Support for Increased Size of Tunnel	\$1,615.00	\$950.00	\$86.50	\$590.00	\$3,786.97	no	yes	yes	No	yes
22	2/17/2023	FO #12 - Omit Ductwork in Tunnel between RWC and	\$0.00	\$0.00	\$0.00	-\$11,733.00	-\$12,442.85	no	yes	yes	No	yes
23	7/31/2023	AB Blower Piping Change	\$21,330.00	\$21,959.14	\$0.00	-\$1,656.00	\$22,330.34	Yes	Yes	Yes	No	Yes
24	2/17/2023	Add MBR Blower Inlet Dampers	\$0.00	\$1,926.00	\$0.00	\$0.00	\$2,042.52	no	yes	yes	No	yes
25	2/22/2023	Storm Water Basin						ON HOLD			No	yes
26	3/7/2023	AB Blower Piping Expansion Joints	\$7,695.00	\$18,797.08	\$1,450.00	\$0.00	\$34,243.47	no	yes	yes	No	yes
27	4/3/2023	MLS Bonnetless Knife Gate Valves	\$0.00	-\$40,000.00	\$0.00	\$0.00	-\$49,439.50	no	yes	yes	No	yes
28		Painting and MLS Outside Project									No	
29	4/12/2023	FSB Roof Drain Piping	\$4,320.00	\$1,528.89	\$0.00	\$0.00	\$7,125.53	no	yes	yes	No	yes
30		Rotary Drum Thickening Equipment	\$0.00	\$3,800.00	\$0.00	\$0.00	\$4,696.75	CANCELLED			No	
31		Circular Clarifier Center Column Change	\$0.00	\$5,820.00	\$0.00	\$0.00	\$7,193.45	CANCELLED			No	
32	6/2/2023	Sludge Mixing System Price Inflation - Covered under	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,535.00	no	NA	NA	Yes	yes
33	6/23/2023	RFI #117 - Weirs and Anchors	\$4,320.00	\$6,305.00	\$350.00	\$0.00	\$13,435.27	no	yes	yes	No	yes
34	6/23/2023	Field Order Directive #14	\$1,440.00	\$1,548.89	\$0.00	\$0.00	\$3,659.69	no	yes	yes	No	yes
35	6/23/2023	Field Order Directive #13	\$4,950.00	\$5,001.00	\$0.00	\$20,468.44	\$33,902.50	no	yes	yes	No	yes
36	6/23/2023	MBR Influent Channel additional grout	\$2,160.00	\$10,850.89	\$0.00	\$0.00	\$16,029.48	yes	yes	yes	No	yes
37	6/23/2023	FSB Flexible Chutes	\$0.00	\$2,972.64	\$0.00	\$0.00	\$3,223.79	no	yes	yes	No	yes
38	6/29/2023	Hydronic System RFI #128 and #135	\$2,070.00	\$6,697.20	\$0.00	\$0.00	\$10,786.50	yes	yes	yes	No	Yes
39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$11,070.00	\$9,926.68	\$200.00	\$20,358.28	\$47,508.35	Partially	Yes	Yes	No	Yes
40	8/15/2023	Hydronic System Water Treatment	\$0.00	-\$2,684.06	\$0.00	\$0.00	-\$3,317.46	yes	yes	yes	No	Yes
41	9/13/2023	Painting System Changes	\$10,800.00	\$8,763.75	\$1,250.00	\$107,851.00	\$115,116.46	no	no	yes	No	yes
42	9/13/2023	FSB Chutes	\$360.00	\$931.10	\$50.00	\$0.00	\$1,645.22	yes	yes	yes	No	Yes
43	9/13/2023	RFI #154 - Fan Starters	\$0.00	\$0.00	\$0.00	\$5,101.80	\$5,410.46	yes	yes	yes	No	Yes
44	9/13/2023	Removal of Select Granual Fills	-\$2,700.00	-\$33,282.19	-\$850.00	\$0.00	-\$42,916.93	yes	yes	yes	No	Yes
45	9/20/2023	MBR RAS Pump Discharge Reducers	\$4,320.00	\$29,739.60	\$600.00	\$0.00	\$42,690.51	yes	yes	yes	No	Yes
46	9/20/2023	Re-paint of RWC pump gallery and tunnel	\$0.00	\$0.00	\$0.00	\$66,250.00	\$70,258.13	On Hold	no	yes	No	no
47	9/20/2023	Full Word Pipe ID Stencils	\$0.00	\$0.00	\$0.00	\$7,110.00	\$7,540.16	no	no	yes	No	no
48	9/20/2023	DIP Spools - Logged under Price Escalation	\$0.00	\$23,899.95	\$0.00	\$0.00	\$25,919.20	Ordered	NA	NA	Yes	Yes
49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$3,224.75	-\$2,522.92	\$0.00	-\$425.88	-\$7,478.34	No	Yes	Yes	No	Yes
50	9/21/2023	Field Order # 20 - Admin Water Softener	\$3,780.00	\$2,934.39	\$0.00	\$2,685.92	\$11,056.65	No	Yes	Yes	No	Yes
51	9/29/2023	Process Building Water Softner	\$3,240.00	\$2,370.39	\$0.00	\$2,381.63	\$9,282.37	NO	NO	NO	No	NO
52	9/29/2023	Remove Handrail at AB basin	-\$12,780.00	-\$66,000.00	-\$1,250.00	\$0.00	-\$93,600.24	No	Yes	Yes	No	Yes

53	10/6/2023	Field Order 21 - AB Structural Changes	\$6,660.00	\$5,627.28	\$1,650.00	\$369.50	\$17,335.49	No	Yes	Yes	No	Yes
54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$7,650.00	\$6,150.00	\$450.00	\$3,280.00	\$20,874.24	No	Yes	Yes	No	Yes
55	9/29/2023	FSB FRP Door Color Change	\$0.00	\$0.00	\$0.00	\$1,820.00	\$1,930.11	No	No	Yes	No	No
56	10/13/2023	Asbestos Removal	\$0.00	\$0.00	\$0.00	\$14,670.00	\$15,557.54	No	Yes	Yes	No	Yes
57	10/27/2023	Clean Aeration Basins	\$5,400.00	\$3,764.80	\$1,600.00	\$16,380.00	\$29,931.27	Partially	Yes	Yes	No	Yes
60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$1,620.00	\$3,592.20	\$0.00	\$875.00	\$7,331.29	Yes	Yes	Yes	No	Yes
61	12/8/2023	Casework Material Change	\$0.00	\$0.00	\$0.00	\$22,784.00	\$24,162.43	No	No	Yes	No	Yes
62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$0.00	\$0.00	\$0.00	\$6,513.30	\$6,907.35	Partially	Yes	Yes	No	Yes
63	11/20/2023	OPU Water Hydrant	\$0.00	\$0.00	\$0.00	\$4,710.38	\$4,757.48	Yes	Yes	Yes	No	Yes
64	12/8/2023	MBR Lab Vacuum Pump	\$0.00	\$0.00	\$0.00	\$2,500.32	\$2,651.59	No	Yes	Yes	No	Yes
65	4/2/2024	Field Order 16 - Site Changes	\$73,090.90	\$58,439.57	\$19,867.75	\$34,068.03	\$219,304.53	Partially	Yes	Yes	No	Yes
66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$3,457.74	\$1,961.15	\$356.02	\$0.00	\$7,028.25	Yes	Yes	Yes	No	Yes
67	12/26/2023	STB Roof Insulation Depth Change	\$0.00	\$0.00	\$0.00	\$53,518.15	\$56,756.00	Yes	Yes	Yes	No	Yes
68	1/2/2024	Door Changes					\$83,704.09	Yes	Yes	Yes	No	Yes
69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$0.00	\$0.00	\$0.00	\$4,886.61	\$5,182.25	Partially	Yes	Yes	No	Yes
70	2/13/2024	Bead Blast Floors of Aeration Basins 1 & 2					\$36,776.76	Cancelled	No	Yes	No	No
71	2/16/2024	Recoat Walls above Water Level of ABs 1&2					\$44,145.38	Cancelled	No	Yes	No	No
72	2/16/2024	Peak Flow Overflow Box	\$1,800.00	\$1,010.00	\$250.00	\$0.00	\$3,720.32	No	Yes	Yes	No	Yes
73	2/19/2024	EWR Temp Booster Pump for FSB					\$7,114.07	Cancelled	No	No	No	No
WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$3,060.00	\$3,259.13	\$50.00	\$7,034.29	\$15,254.90	No	Yes	Yes	No	No
		Hydronic Pipe and Valve Changes - DTC/PC	\$2,520.00	\$650.00	\$50.00		\$3,220.00					
		Hydronic Pipe and Valve Changes - MBR	\$540.00	\$150.00			\$690.00					
		Purchase 2" Balancing Valve - RE Carlson		\$390.00			\$390.00					
		Purchase 2" Control Valve - Columbia Pipe		\$2,069.13			\$2,069.13					
		Electrical - Killmer				\$4,725.29	\$4,725.29					
		HVAC Controls - Chappell-Paape				\$1,649.00	\$1,649.00					
		Coating - Fresh Blast				\$520.00	\$520.00					
		Insulation - Elite				\$140.00	\$140.00					
		Misc and Mat'l/Labor (5%)					\$153.00					
		Sales Tax (7.325%)					\$240.36					
		RL Mark up on Subs (5%)					\$351.71					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$955.37					
		Bond Costs (1%)					\$151.04					
75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$4,500.00	-\$3,764.80	-\$1,600.00	-\$8,190.00	-\$20,200.43	Yes	Yes	Yes	No	No
		Remove Pressure Wash Aeration Basins 1&2				-\$8,190.00	-\$8,190.00					
		Remove Heat Basins 3&4		-\$764.80	-\$1,600.00		-\$2,364.80					
		Remove Temp Shelter Install and Material	-\$4,500.00	-\$3,000.00			-\$7,500.00					
		Misc and Mat'l/Labor (5%)					\$0.00					
		Sales Tax (7.325%)					-\$56.40					
		RL Mark up on Subs (5%)					-\$409.50					
		RL Mark up on labor, Mat'l, and equip. (15%)					-\$1,479.73					
		Bond Costs (1%)					-\$200.00					
76	4/11/2024	Add influent and effluent pH sensors	\$0.00	\$0.00	\$0.00	\$19,845.65	\$21,046.32	No	Yes	Yes	No	No
		Provide and wire pH probes				\$19,845.65	\$19,845.65					
		Misc and Mat'l/Labor (5%)					\$0.00					
		Sales Tax (7.325%)					\$0.00					
		RL Mark up on Subs (5%)					\$992.28					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$0.00					
		Bond Costs (1%)					\$208.38					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
77	4/26/2024	Revise PB blower piping per RFI 172	-\$2,160.00	-\$5,588.40	-\$480.00	-\$735.00	-\$10,862.10	No	Yes	Yes	No	No
		Rice Lake Credit	-\$2,160.00		-\$480.00		-\$2,640.00					
		Vessco 24" valve credit		-\$4,568.40			-\$4,568.40					
		Columbia Pipe Credit		-\$1,020.00			-\$1,020.00					
		Insulation Credit				-\$480.00	-\$480.00					
		Coating Credit				-\$255.00	-\$255.00					
		Misc and Mat'l/Labor (5%)					-\$108.00					
		Sales Tax (7.325%)					-\$412.14					
		RL Mark Up on Subs (5%)					-\$36.75					
		RL Mark up on labor, Mat'l, and equip. (15%)					-\$1,234.26					
		Bond Costs (1%)					-\$107.55					
78	4/26/2024	Flow meter cables - Veolia					\$22,865.77	Cancelled	NA	NA	No	No
79	4/26/2024	Additional couplings for permeate piping					\$20,926.32	Cancelled	NA	NA	No	No
80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$720.00	-\$802.97	-\$25.00	\$0.00	-\$1,894.14	NA	NA	NA	No	No
		Rice Lake Credit	-\$720.00		-\$25.00		-\$745.00					
		Columbia Pipe Credit		-\$802.97			-\$802.97					
		Misc and Mat'l/Labor (5%)					-\$36.00					
		Sales Tax (7.325%)					-\$59.22					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					-\$232.20					
		Bond Costs (1%)					-\$18.75					
81	5/15/2024	Biogas Odorizer Shed					\$36,490.56	On Hold	NA	NA	No	No
82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$3,780.00	\$1,592.58	\$0.00	\$4,186.00	\$10,989.02	No	Yes	Yes	No	No
		Masonry Infill	\$3,780.00	\$1,592.58			\$5,372.58					
		SF 13 Credit - WL Hall				-\$704.00	-\$704.00					
		HPF-1 Change to Deco Quartz				\$4,890.00	\$4,890.00					
		Misc and Mat'l/Labor (5%)					\$189.00					
		Sales Tax (7.325%)					\$117.45					
		RL Mark Up on Subs (5%)					\$209.30					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$805.89					
		Bond Costs (1%)					\$108.80					
83	6/4/2024	Mud Valve Replacement	\$18,900.00	\$13,590.20	\$1,200.00	\$0.00	\$41,097.92					
		8" Carbon Steel Mud Valve	\$10,080.00	\$9,094.20	\$650.00		\$19,824.20					
		Brackets	\$8,100.00	\$4,496.00	\$550.00		\$13,146.00					
		Verify 8" Dia of mud valve prior to ordering	\$720.00				\$720.00					
		Misc and Mat'l/Labor (5%)					\$945.00					
		Sales Tax (7.325%)					\$1,002.28					
		RL Mark Up on Subs (5%)										
		RL Mark up on labor, Mat'l, and equip. (15%)					\$5,053.53					
		Bond Costs (1%)					\$406.91					
84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$1,845.00	\$12,594.70	\$480.00	\$5,250.00	\$23,784.28	No	Yes	Yes	No	No
		Remove Brick and Replace	\$720.00	\$250.00	\$80.00		\$1,050.00					
		Remove Core	\$360.00		\$250.00		\$610.00					
		Install Link Seal	\$225.00				\$225.00					
		Install Grout	\$540.00	\$275.00			\$815.00					
		Core Drill Hole Opening			\$150.00	\$5,250.00	\$5,400.00					
		Furnish Manway		\$7,290.00			\$7,290.00					
		Coating - Fresh Blast		\$820.00			\$820.00					
		Furnish Link Seal and Hardware		\$3,959.70			\$3,959.70					
		Misc and Mat'l/Labor (5%)					\$92.25					
		Sales Tax (7.325%)					\$868.38					
		RL Mark Up on Subs (5%)					\$303.50					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$2,114.96					
		Bond Costs (1%)					\$235.49					

WCDP No.	Date	Description	Labor Cost	Material Cost	Equipment Cost	Sub Cost	Cost	Already completed?	Necessary for Design	Beneficial for Long Term	Price Escalation	Approved by Administrator
85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$23,580.00	\$861.00	\$5,005.00	\$3,103.80	\$38,748.03	No	Yes	Yes	No	No
		Added Utility Crossings & Piping	\$1,980.00		\$425.00		\$2,405.00					
		Added Excavation & Pad Prep	\$2,160.00		\$450.00		\$2,610.00					
		Added Form Bottom Sump	\$1,980.00		\$150.00		\$2,130.00					
		Added Pour Bottom Sump	\$1,080.00		\$165.00		\$1,245.00					
		Added Strip Bottom Sump	\$1,080.00		\$150.00		\$1,230.00					
		Added Form Slab	\$2,520.00		\$175.00		\$2,695.00					
		Added Pour Slab	\$2,340.00		\$165.00		\$2,505.00					
		Added Strip Slab	\$1,260.00		\$150.00		\$1,410.00					
		Added Form Walls	\$4,680.00		\$125.00		\$4,805.00					
		Added Pour Walls	\$1,800.00		\$175.00		\$1,975.00					
		Added Strip Walls	\$1,440.00		\$175.00		\$1,615.00					
		Pan Rental & Form Materials		\$1,650.00	\$450.00		\$2,100.00					
		Added Rebar	\$1,260.00	\$7,505.00	\$2,250.00	\$3,103.80	\$14,118.80					
		Added CY of Concrete		\$4,655.00			\$4,655.00					
		Metal Fabrications - Metro M		\$14,751.00			\$14,751.00					
		Bio-Floor Quote Hallsten		-\$27,700.00			-\$27,700.00					
		Misc and Mat'l/Labor (5%)					\$1,179.00					
		Sales Tax (7.325%)					\$63.50					
		RL Mark Up on Subs (5%)					\$155.19					
		RL Mark up on labor, Mat'l, and equip. (15%)					\$4,416.90					
		Bond Costs (1%)					\$383.64					
		Total WCDs:					\$704,277.50			\$1,026,632.65	\$281,954.20	\$1,188,692.94
		Percentage of Original Project Cost:					1.26%			1.84%	0.51%	2.13%

Total WCDs per Column (total "yeses"):

Total if
For Approval: Approved:
\$117,963.80 \$1,306,656.74
0.21% 2.35%

Owatonna WWTF Upgrade and Expansion

Change Order Log

Printed: 6/10/2024

Original Contract Cost

\$55,720,600.00

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

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
9	23	7/31/2023	AB Blower Piping Change	\$22,330.34	Yes	\$85,144.89	\$56,495,118.64
	38	6/29/2023	Hydronic System RFI #128 and #135	\$10,786.50			
	39	9/11/2023	Field Order # 17- Tunnel Parapet and Lockers	\$47,508.35			
	40	8/15/2023	Hydronic System Water Treatment	-\$3,317.46			
	42	9/13/2023	FSB Chutes	\$1,645.22			
	43	9/13/2023	RFI #154 - Fan Starters	\$5,410.46			
	44	9/13/2023	Removal of Select Granual Fills	-\$42,916.93			
	45	9/20/2023	MBR RAS Pump Discharge Reducers	\$42,690.51			
	49	9/21/2023	Field Order # 19 - Plumbing Revisions	-\$7,478.34			
	50	9/21/2023	Field Order # 20 - Admin Water Softener	\$11,056.65			
	52	9/29/2023	Remove Handrail at AB basin	-\$93,600.24			
	53	10/6/2023	Field Order 21 - AB Structural Changes	\$17,335.49			
	54	9/29/2023	Field Order # 22 - Admin Hydronic System Piping	\$20,874.24			
	56	10/13/2023	Asbestos Removal	\$15,557.54			
	57	10/27/2023	Clean Aeration Basins	\$29,931.27			
	60	10/31/2023	Replace Solenoid Valves for Existing MLS Screen	\$7,331.29			
10	61	12/8/2023	Casework Material Change	\$24,162.43	Yes	\$191,149.45	\$56,686,268.09
	62	12/8/2023	Field Order 23- Roof Drain Routing Insulation	\$6,907.35			
	63	11/20/2023	OPU Water Hydrant	\$4,757.48			
	64	12/8/2023	MBR Lab Vacuum Pump	\$2,651.59			
	66	12/26/2023	MBR Masonry to Full Height Around Mechanical Room	\$7,028.25			
	67	12/26/2023	STB Roof Insulation Depth Change	\$56,756.00			
	68	1/2/2024	Door Changes	\$83,704.09			
11	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25	Yes	\$223,024.85	\$56,909,292.94
	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53			
12	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32	No	\$117,963.80	\$57,027,256.74
	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90			
	75	4/8/2024	Remove Pressure Washing ABs 1&2	-\$20,200.43			
	76	4/11/2024	Add influent and effluent pH sensors	\$21,046.32			
	77	4/26/2024	Revise PB blower piping per RFI 172	-\$10,862.10			
	80	4/29/2024	Remove pipe to eductor pump location - RFI 174	-\$1,894.14			
	82	5/28/2024	Admin - Masonry Infill and Floor System Add	\$10,989.02			
	83	6/4/2024	Mud Valve Replacement	\$41,097.92			
	84	5/17/2024	FO 29 - Install Manway in Secondary Digester	\$23,784.28			
	85	6/7/2024	FO 30 - Septage Receiving Station Changes	\$38,748.03			



DATE: June 18, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Wastewater Treatment Digester Cleaning Agreement - FSO Management LLC

Purpose:

Requesting City Council approval of the Wastewater Treatment Digester Cleaning Agreement with FSO Management LLC.

Background:

The secondary digester at the Wastewater Treatment Facility requires cleaning as a part of routine maintenance. Due to poor maintenance access and assumptions that minimal material accumulation occurs in the secondary digester, it has not been cleaned in 32 years. The WWTF Expansion project includes improvements to the secondary digester that requires the tank to be drained and cleaned in order to access components being replaced/improved.

Upon draining, staff found a significant accumulation of material, roughly 120,000 gallons. Based on the material consistency and volume, staff estimated the total in house cost would be \$100,000 to \$115,000 based on the equipment and personnel the City has available. That includes renting a vac truck in which we have not found one available in the near future. We have also reached out to our municipal partners who have not been able to commit the hours needed due to this being their busy season. The operation would require additional water to be added to allow for efficient vacuuming, which poses an issue for our bunker bio solids storage and land application in the fall. If self performed, we would lose our vac truck for an estimated 4 weeks, taking it away from jetting operation and televising.

FSO would provide all the means of cleaning the digester, including trained confine space personnel, confine space equipment, submersible chopper pump, hoses, water booster pump, portable belt filter press, polymer, conveyor to load into trucks, power cords, project management. The process is expected to take five days to complete.

See the attached agreement for additional details.

Budget Impact:

The estimated price of the agreement is \$125,000. If any foreign objects are encountered and damage FSO equipment Owatonna Wastewater Facility is responsible for repair cost, which would cost \$750/hour. Costs will be paid for using sanitary sewer funds.

Staff Recommendation:

Based on the loss of production on other maintenance operations, issues with bio-solids storage and land application, and estimated in house costs, staff recommends approval.

Attachments:

1. Wastewater Treatment Digester Cleaning Agreement - FSO Management, LLC



June 11, 2024

Attention: To whom it may concern
Owatonna Wastewater Treatment Facility

RE: Wastewater Treatment Digester Cleaning.

Mr. Fischer

FSO Management LLC is pleased to submit this proposal for the Owatonna Wastewater Facility digester cleaning. FSO would provide all the means of cleaning the digester (trained confine space personnel, confine space equipment, submersible chopper pump, hoses, water booster pump, portable belt filter press, polymer, conveyor to load into trucks, power cords, project management. This proposal is based on the estimated amount of 120,000 in place gals in the digester. Facility will be responsible for providing FSO with 100amps and 50 amps and a 10 amp of 480 3 phase hook ups, 1-2 water source within 200', 2 dump trucks and 1 driver with us at all times at no cost to FSO. If this project is to go we would mob equipment around June 20th and start or if more equipment was needed we'd start the 24th. We will work only Monday-Friday. Estimated to take 5 days to complete unless we run into unforeseen circumstances. Estimated price \$125,000.

IF any foreign objects are sucked up and damage FSO equipment Owatonna Wastewater Facility is responsible for repair cost. This is a lump sum project. This is the proposal if this job does NOT require PW rates (state wage requirements).

Pricing:

- Mob and Demob services:.....\$25,000/event.
- Services provided as outlined above:.....\$100,000/event.
- Down time due to foreign objects:.....\$750/Hour.

Key elements of our proposal are detailed below:

- Term: Through July
- Mobilization: This proposal is based on 1 mobilization.
- Testing and reporting: N/A
- Access: FSO Management anticipates the Owner will provide uninterrupted ingress to and egress from the worksite for the entire duration of the project during all operating hours as needed.
- Payment: Payment will be based on mob and lump sum.
- This project will be performed out of our Oconto Falls, WI location.

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Full Service Organics Management LLC
3631 County Road C Oconto Falls, WI 54154 (920) 373-6704
WWW.FSOMANAGEMENT.COM



- We are requesting a response by no later than the start of business day on Wednesday June 19th. If sooner to help to make sure we have time to pack up the equipment and get over to you guys to ensure a fast and safe Digester Cleaning.

My proposal is delivered in good faith and I am prepared to enter into a mutually acceptable contract. Please note that this proposal is based on FSO Management's standard terms and conditions.

I appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our services. Should you have any questions, please contact me anytime at 920-373-6704.

Sincerely,

Rich Ellman

Full Service Organic Management LLC
Email: rellman@fsomanagement.com
www.fsomanagement.com

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