



CITY COUNCIL MEETING
Tuesday, August 20, 2024 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Raney, Svenby, Voss,
Dotson, Burbank, Boeke & Schultz

PLEASE NOTE: At 5:00 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. This will be a closed-door session to discuss labor contract negotiations. If time permits, there will be updates on various boards and commissions.

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

1.1. Council Agenda

1.2. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – City Council Meeting – August 7, 2024

2.2. Department Reports

2.2.1. Weed/Nuisance Inspection Report - August 13, 2024

2.3. Licenses/Permits

2.3.1. Exempt Permit - Raffle - Owatonna Soccer Association - September 14, 2024

2.3.2. Exempt Permit - Raffle - Exchange Club of Owatonna - December 12, 2024

2.3.3. Temporary Liquor Permit - Hunter A. Frank Memorial - Mineral Springs Brewery - September 14, 2024

2.3.4. Temporary Liquor Permit - Steele County Historical Society - October 25, 2024

2.3.5. Event Permit - Walk to End Alzheimer's - Owatonna - September 14, 2024

2.4. Miscellaneous

2.4.1. Facility Use Agreement - Owatonna Diving Club

2.4.2. Stormwater Facility Maintenance Easement Agreement - Kerncrest Storage, LLC

2.4.3. Stormwater Facility Maintenance Easement Agreement - Quarry Ridge Addition

2.4.4. Consulting Services for WWTF Facility Compliance with EPA Renewable Fuel Standard Program - EcoEngineers

2.4.5. Resolution 82-24 Authorize Contract for Purchases - Fame Awards

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

2.4.7. Therapy and Counseling Services Agreement

2.4.8. Police Department Biennial Independent Audit - Body Worn Camera Program - Lynn Lembcke Consulting

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. First Reading Proposed Ordinance 24-4 Oak Hill Planned Use Development

3.3. Resolutions

3.3.1. Resolution 83-24 Oak Hill Preliminary Plat

3.3.2. Resolution 84-24 Amend the Boundaries of TIF District No. 4-1 and Amend the TIF Plan - Oak Hill Project

3.3.3. Resolution 85-24 Set Public Hearing Date for TIF District 20-1 - Modern Aire Apartments

3.3.4. Resolution 86-24: Donation to the Police Department - Knights of Columbus

3.3.5. Resolution 87-24 - Donation to the Police Department - Fred & Diane Ventura

3.4. Miscellaneous

3.4.1. Soil Boring Agreement - WWTF Retaining Wall - AET

3.4.2. WWTP Facility Expansion Change Order #13 - Rice Lake Construction Group

3.4.3. WWTP Facility Expansion Change Order #14 - Rice Lake Construction Group

3.4.4. WWTP Facility Expansion Change Order #15 - Rice Lake Construction Group

3.4.5. Work Order No. 1 - Airport Roof Project - Short Elliott Hendrickson, Inc.

3.4.6. Service Proposal - Interim Financial Director - Abdo Financial Services

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
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Mayor Kuntz

Owatonna City Council Minutes – DRAFT Copy
August 7, 2024

On Wednesday, August 7, at 7:00 p.m., Council President Schultz called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Raney, Svenby, Dotson, Burbank, Boeke, Voss and Schultz; Mayor Kuntz; Public Works Director Murphy, Parks and Recreation and Facility Director Tuma; Human Resource Director Thamert; Officer Hunt; IT Technician Specialist Enz; 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 Svenby made a motion to approve the agenda as presented, Council Member Dotson seconded the motion, all members present voted aye in approval.

Mayor Kuntz commented that prior to tonight's meeting, he presented a proclamation to the Owatonna Alzheimer's Association proclaiming this week as "Paint the Town Purple for Alzheimer's Awareness Week". This campaign focuses on different topics related to Alzheimer's disease such as: educating the basics of Alzheimer's; exploring the causes and reduction; finding resources for caregivers and understanding clinical trials. The Alzheimer's Association Owatonna Walk Committee is practicing in this campaign in advance of the Owatonna Walk to End Alzheimer's planned for Saturday, September 14th.

Mayor Kuntz commented that several Owatonna residents have contacted him about a black bear recently sighted in Owatonna. He contacted the Minnesota DNR to provide information, Shelly Gorham, Assistant Area Wildlife Manager at the Minnesota Department of Natural Resources office at Rice Lake was introduced. She advised bears are native to this area and a protected species; the DNR has not trapped bears for relocation for many years. She explained bears are curious and have a powerful sense of smell. A bear will investigate anything they've learned that can yield a food reward such as garbage, birdseed, or pet food. Keep items clean and indoors as the bear will move on if unable to find food. She confirmed a small black bear has been seen in the area since the last week of June, if you see the bear, remain calm and back away slowly; do not run or show fear.

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 – City Council Meeting – July 16, 2024

Minutes – EDA Meeting – June 1, 2024

Minutes – OPU Commission Meeting - June 25, 2024

Minutes - Planning Commission Meeting - July 9, 2024

Minutes - Human Rights Commission Meeting - July 9, 2024

Minutes - Airport Commission Meeting - July 18, 2024

Minutes – HRA Meeting – July 22, 2024

Weed/Nuisance Inspection Report - July 31, 2024
Building Inspections Monthly Report - July 2024
OPD Crime Data - June 2024
OPD Quarterly Service Analysis - 2nd Quarter 2024
OPD Crime Data - July 2024
Temporary Liquor Permit - Juan Villarreal Jr. Memorial - September 7, 2024
Event Permit - Fly-In/Drive-In Breakfast - Owatonna Composite Squadron Civil Air Patrol
- August 25, 2024
Event Permit - Downtown Thursday - Mainstreet Owatonna - September 5, 2024
Event Permit - Meeting on the Field - OHRC Welcome Week - September 7, 2024
Event Permit - Churchill/Truman Block Party - September 14, 2024
Event Permit - Owatonna Homecoming Parade - October 4, 2024
Temporary Liquor Permit - September Downtown Thursday - Mineral Springs Brewery
- September 5, 2024
Event Permit - Mn SNAP Low Income Spay/Neuter Clinics - August 25 & September 22

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.

\$ 6,971.46	AvFuel Corp - Airport fuel for resale
30,978.65	AvFuel Corp - Airport fuel for resale
71,890.47	Crane Creek Asphalt - asphalt
197,885.75	First American Title Insurance - 129 W Vine St - parking lot purchase
39,000.00	Integrated Process Solutions - WWTP PLC & OIT hardware
65,938.56	Owatonna Area Chamber of Commerce (May 2024 lodging tax \$25,938.56, 2nd half Main St contract \$25,000.00 & Economic Dev Services \$15,000.00)
48,693.87	Owatonna Motor Company (Engineering 2024 Jeep Grand Cherokee \$44,455.53 and Repairs/parts \$4,238.34
143,942.22	Southeast Service Cooperative - July 2024 health ins premiums
26,168.39	US Bank - Monthly credit card purchases June-July 2024
43,695.00	WHKS & Co - Owatonna Climate Resiliency Plan Pro - April 27-June 28, 2024
<u>373,890.84</u>	Other Expenditures
\$1,079,055.21	Subtotal
<u>96,419.90</u>	HRA Housing Assistance Payments
\$1,175,475.11	Total expenditures presented for approval

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

Proposed Ordinance 24-03: Park Closing Hours

Parks, Recreation and Facility Director Tuma presented the second/final reading of Proposed Ordinance 24-03 to change closing hours of the city's parks. This change to City Code Section 91.01: Recreation and Leisure, General Park and Beach Regulations, Closing Hours for the park's closing hours to 10 p.m. instead of 11 p.m. and continue to open at 6 a.m. Hard-surface lighted trails will remain open 24 hours. Exceptions to 10 p.m. closing would include programmed parks with City activities extending beyond 10 p.m.; activities approved by Park or Event Permit, and those scheduled by Parks & Recreation; Special Use Parks with posted hours (Brooktree, River Springs Water Park, Archery Range on Elm). The Park Board reviewed the proposed change in hours and do recommend this change in park hours. Council approved the first reading of this proposed ordinance during their last meeting, July 16, 2024, and there have been no changes. Council Member Raney made a motion for approval, Council Member Svenby seconded the motion. With a roll call vote, voting aye were Council Members Raney, Svenby, Voss, Dotson, Burbank, Boeke and Schultz; and with no nay votes, the motion carried. The ordinance will become effective upon publication, Saturday, August 10, 2024.

Resolution 75-24: Authorize Bids - 18th Street SE Trail Project

Public Works Director Murphy requested approval of plans, specifications, and authorization to advertise for bids for the 18th Street SE Trail Project. The project involves the construction of a multi-use trail along 18th Street SE from Linn Avenue SW to Austin Road SE. A Pedestrian and Bicycle Trail running along the South side of 18th Street SW and the North side of 18th Street SE will be constructed. The Owatonna Parks & Trails Master Plan, adopted in 2020, shows a significant gap in the proposed city-wide trail loop on Owatonna's south end. Public input greatly supported trails and stressed the need to connect the trail system. This extension of the 18th Street Trail is a phased project supported by many businesses, organizations, and Steele County. Transportation Alternatives Program (TAP) funds have also been awarded for 2026 to complete the trail from Austin Road to Bixby Road (CSAH 48). Due to Federal Process and State Aid review concurrence and lengthy contract timelines, the project will not be constructed until spring 2025. The recommended bid date is August 29 with bids to council on September 3. The project will be paid for using a combination of local, state, and federal funding. \$579,684 in federal funding through the Transportation Alternatives Program (TAP) has been awarded for this project and the remaining eligible costs will be paid for using State Aid funds. Any State Aid ineligible costs will be paid for using Capital Improvement Funds. Council Member Boeke made a motion for approval, Council Member Dotson seconded the motion, and all members voted aye for approval.

Resolution 76-24: Authorize Bids - Vine Street Parking Lot Project

Public Works Director Murphy requested approval of plans, specifications, and authorization to advertise for bids for the Vine Street Parking Lot Project. The former Monson Eye Care Clinic and adjacent city-owned parking lots will provide essential parking spaces in the

downtown area. The design includes 170 off-street parking stalls and 15 on-street parallel stalls. Additional features include updated lighting, a trail facility that will connect to the Muckle Trail in the near future, infrastructure to allow for future electric vehicle charging stations and a walkway connection to Broadway St W. Construction is anticipated to be complete by the end of 2024. The recommended bid date is August 29 with bids to be approved by council on September 3. The project was allocated \$1,000,000 in American Rescue Plan Act (ARPA) Funds and remaining balance will be paid for using Capital Improvement Funds. Council Member Raney made a motion for approval, Council Member Burbank seconded the motion, and all members voted aye for approval.

Human Resource Director Thamert requested approval of the next four resolutions, each with a Memorandum of Understanding (MOU) with the Minnesota Public Employees Association, Sergeants. The city adopted a Classification Review Process through its Compensation Plan in February 2023. As a best practice to proactively maintain job descriptions, the city initiated a review of the patrol/investigation series of job descriptions and job classifications for Sergeant, Master Sergeant, Patrol Officer, and Master Patrol Officer. Staff has been in contact with the Sergeants regarding these proposed changes. The 2024 budget impact of all changes resulting from the patrol/investigation series of job descriptions is \$14,526.

Resolution 77-24: MOU - Minnesota Public Employees Association - Sergeant

As a result of the classification review, the DBM rating for the Sergeant changed from C41 to C42. The proposed MOU for the duration of the 2023-2024 contract will amend Article 15 of the Labor Agreement and memorialize the appropriate wage range for Sergeants. Council Member Raney made a motion to approve Resolution 77-24 with MOU regarding the job classification of Sergeants. Council Member Boeke seconded the motion, and all members voted aye for approval.

Resolution 78-24: MOU - Minnesota Public Employees Association – Master Sergeant

As a result of the job classification review, the DBM rating for Master Sergeant changed from C42 to C42.5. The proposed MOU for the duration of the 2023-2024 contract will memorialize the appropriate wage range for Master Sergeants. Council Member Boeke made a motion to approve Resolution 78-24 with MOU regarding the job classification of Master Sergeant. Council Member Voss seconded the motion, and all members voted aye for approval.

Resolution 79-24: MOU - MN Public Employees Association – Patrol Officer

As a result of the job classification review, the DBM rating for the Patrol Officer changed from B24 to B25. The proposed MOU for the duration of the 2023-2024 contract will amend Article 15 of the Labor Agreement and memorialize the appropriate wage range for Patrol Officers. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, and all members voted aye for approval.

Resolution 80-24: MOU - MN Public Employees Association – Master Patrol Officer

As a result of the job classification review, the DBM rating for the Master Patrol Officer changed from B25 to B25.5. The proposed MOU for the duration of the 2023-2024 contract will memorialize the appropriate pay range for Master Patrol Officers. Council Member Boeke made a motion to approve Resolution 80-24, Council Member Svenby seconded the motion, and all members voted aye for approval.

Resolution 81-24 Premise Permit for Lawful Gambling Activity at Lacey's at Brooktree Owatonna Wrestling Association

City Administrator Busse requested approval of Resolution 81-24 to approve the application received from the Owatonna Wrestling Association for a Premises Permit to conduct lawful gambling (pull tabs) at Lacey's at Brooktree. Per our City Code, an organization can operate lawful gambling at up to five locations within the city. The Owatonna Wrestling Association holds a current Lawful Gambling Permit with authorization to operate at three sites: Just One More, Reggie's Brewhouse and Inside Swing. This resolution acknowledges addition of this fourth site to their current permit. The city's Charitable Gambling Permit expires June 30th each year, the annual license fee of \$250.00 paid during the annual renewal process. Council Member Dotson made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

Change Order #1 - Masonry Rehabilitation and Tuckpointing at City Hall - Innovative Masonry Restoration, LLC

Park and Recreation and Facilities Director Tuma requested approval of Change Order #1 with Innovative Masonry Restoration, LLC. This change order removes three ventilation louvers and the masonry infill at City Hall, as part of the approved 2024 Capital Improvement Project. The project consultant, Adsit Architecture, recommended this as part of the scope of work; these louvers, which are no longer in use, are situated beneath the upper windows on the north side of the main City Hall building. The tuckpointing project is expected to be completed by the end of this month. Cost of this Change Order is \$9,600, will increase the Tuckpointing Project Expense to \$121,600; this CIP Project was included in the current budget at \$150,000. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

Proposal - Fiber Line at Merrill Hall - Phone Station, Inc.

Park and Recreation and Facilities Director Tuma requested approval of the proposal received from Phone Station, Inc. to install fiber and cabinet in the Merrill Hall building. The current mechanical Capital Improvement Project (CIP) at Merrill Hall involves access to wall chases for the HVAC ductwork. These spaces allow easy access to fiber installation on each floor and having fiber in the building will create future opportunities for future building uses. The city received two bids, and Phone Station, Inc. submitted the lowest bid and can meet the project timeline: Phone Station, Inc.- \$11,470 and Cole's Electric, Inc.- \$24,250. This work falls outside the scope of the current HVAC CIP project, funds will be sourced from the

Building Maintenance Fund or project cost savings. Council Member Burbank made a motion for approval, Council Member Voss seconded the motion, and all members voted aye for approval.

STAFF COMMENTS

Public Works Director Murphy commented construction of the street projects didn't start early this year; but they have been busy within the last few weeks. The Crack Seal project is now completed, the self-done overlay project on Cedar Avenue is also done. The 2024 Street & Utility Project is on schedule to begin in 2 weeks. Progress continues on the Wastewater Treatment Plant Project; staff will be moving to a temporary location this fall. Council Member Voss asked about the project currently on Elm Avenue and Rose Street. Murphy explained this is a utility project, OPU's gas conversion project to increase their compression rate. Unsure how long before completed, the contractor uses their own contracting crew for quicker completion of the phases required.

Human Resource Director Thamert commented the annual City Employee Picnic was last Wednesday at Jaycee Park. The Culture Team planned the picnic and approximately 150 people attended. HR staff is actively working to transition employee files to Laserfiche; our summer HR intern, Baily Manderfeld, has helped with this project and there are only 30 files left. This will add efficiency as records will now be paperless. We are actively recruiting for several key positions; our job postings have been updated to include our core value statement and artwork, we have received some positive feedback from candidates.

Parks and Recreation and Facilities Director Tuma commented the Steele County Free Fair begins next week Tuesday; staff has been busy supporting this community event. The River Springs Water Park will be closing on Sunday, August 18th and then we will be doing some CIP projects to prepare the facility for the winter months. Lake Kohlmeier is currently closed because recent heavy rains caused poor water quality; we monitor the lake and will reopen when contamination levels are cleared. We have 120 seasonal staff who serve as our front-end staff providing service at the waterpark and golf course; we appreciate the work they do each year and thank them for their service.

PUBLIC COMMENTS

Don Theide, 735 Drive NW commented that the black bear has visited his property six times since June 25th. We have been bringing our bird feeders in overnight and I agree with some of the things suggested by the DNR representative during tonight's meeting, but I questioned why we must wait until something happens before more is done. Police officers were called, and I was told there is nothing they can do. We should be able to do more than train us or train him to get along.

Matt Sennott: 2519 Stony Creek Drive 2519 commented the area near the nursery on the east side of town is where the east side corridor is being planned. He recently heard there has been discussion with consideration to use 34th Avenue for this purpose. He believes 34th Avenue should be the preferred route and thankful this is being considered.

Melissa Zimmerman, 2525 Stony Creek Drive thanked everyone for participating in Night to Unite activities last night. They appreciated elected officials, police and fire staff stopping at their neighborhood event.

Gary Jones, 995 Ridge Road commented he has been watching the 2024 Olympics. Athletes train extensively, gymnastic routes are tested many times but some fall during their final events. The city requires passing a 1-day proficiency test for bowhunters to be considered proficient. If an arrow strays, it could result in a death; there is too great of a chance for something to happen. Please move deer management to remote parks which are closed to the public for a 2-week period.

COUNCIL & STAFF COMMENTS:

Council Member Svenby commented the Steele County Free Fair will begin next Tuesday, August 13th. This is the largest county fair in Minnesota with a lot of things offered so hopefully, everyone will get the opportunity to attend this local fair.

Council Member Voss commented there were a lot of sirens blaring on Monday night because of severe weather in the area. We have a dedicated group, the Steele County SKYWARN which assembles at Fire Hall to assist in keeping everyone safe and we want to thank them for their service. Last night, I rode along with the Fire Department to several Night to Unite parties and it was nice to see these interactions within the community.

Council Member Raney commented he also attended several Night-to-Night parties with Captain Josh Sorenson. They heard lots of positive remarks, there were 36 parties registered at the Law Enforcement Center last night. This is a great opportunity for neighbors to get together and talk with each other. The weather forecast looks good for next week so hoping to see a lot of people at the fair.

City Administrator Busse commented the state's Primary Election is next Tuesday, August 13th. Polls will be open from 7:00 am to 8:00 pm for voters and hoping everyone will take the opportunity to cast their vote.

At 8:00 p.m., Council Member Dotson made a motion to adjourn, Council Member Voss seconded the motion, and the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 1, 2024 to August 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
4 Avenue Southeast	Vacant lot with long grass and weeds.	8/6/2024			8/8/2024	Has been cut.	1
4 Avenue Southeast	Vacant lot with long grass and weeds.	8/6/2024	8/13/2024	8/30/2024			0.5
Hartle Avenue	Vacant lot with long grass and weeds.	8/6/2024			8/8/2024	Has been cut.	1
Hemlock Avenue Northeast	Vacant lot with long grass and weeds on blvd area.	8/12/2024	8/13/2024	8/28/2024			0.5
Lemond Road	Vacant lots 17-566-0101 and 17-566-0102 with long grass and weeds. See attached pictures 8777, 8778 as of Aug 1, 2024. RJS	8/1/2024	8/6/2024	8/21/2024			0.5
Lemond/Riverwood Road	Vacant lot 17-566-0227 with long grass and weeds. See attached picture 8779 of the complaint vacant lot as of 8/1/24. RJS	8/1/2024	8/6/2024	8/21/2024			0.5
1003 Rose Street East	Long grass	8/9/2024			8/12/2024	Has been mowed.	1
102 13 Street Northwest	Complaint: Tall weeds growing along retaining wall and from cracks in sidewalk. Look for weeds on both sides of N Cedar from 13th St NW and 14th St NE. complaint location pictures (8783 front of house), (8784 Cedar Avenue retaining wall) as of Aug 2, 2024. The complaint areas have been mowed and cut as of Aug 2, 2024. RJS	8/2/2024			8/2/2024	Have been cut.	0.5
104 18 Street Southwest	Vacant lot has been mowed as of Aug 5, 2024. RJS	8/5/2024			8/5/2024	Has been cut.	0.5
1615 Eagle Ridge Street Northeast	The complaint location has mowed the yards as of Aug 6, 2024. Garbage bins and trash items are still sitting in front of the garage as of 8/6/24, 8/7/24, 8/8/24. RJS See complaint picture 8798 of the garbage bins and trash items sitting in front of the garage area as of 8/9/24. RJS	8/6/2024	8/6/2024	8/17/2024	8/6/2024	The garbage bins and trash items that were sitting in front of the garage area have been removed as of 8/12/24. RJS	1
1930 Kenyon Road Northeast	Long grass	8/12/2024	8/13/2024	8/24/2024			0.5
214 Vine Street East	Long grass	8/9/2024	8/13/2024	8/23/2024			0.5
215 21 Street Northwest	The complaint location has been mowed as of Aug 5, 2024. RJS	8/5/2024			8/5/2024	Has been mowed.	0.5
226 Fremont Street East	The complaint with long grass and weeds was mowed as of Aug 7, 2024. RJS	8/7/2024			8/7/2024	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 1, 2024 to August 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
236 Plainview Street	Another complaint picture 8764 of the east side of the house was taken on July 30, 2024. Need to review complaint picture 8750 and 8764 to see if they cut the thistles and weeds.	7/30/2024	7/23/2024	8/3/2024	8/5/2024	Talked to the complainant on Aug 5, 2024. He is going to redo the complaint with better pictures of the thistles only on the east side of the complaint house. Going to close the July 18, 2024, inspection date complaint. RJS	1.5
236 Plainview Street	Complaint: thistles on east side of house spreading into neighbor's property. Uploaded complainant's photos.	8/12/2024	8/13/2024	8/22/2024			0.5
3050 3 Avenue Northeast	Vacant lot with long grass and weeds.	8/6/2024	8/13/2024	8/27/2024			0.5
311 State Avenue	The complaint location started to mow the front and side complaint area yards as of Aug 2, 2024. RJS	8/2/2024			8/6/2024	Balance of the backyard has been mowed as of Aug 6, 2024. RJS	0.5
311 State Avenue	No change in the mowing status as of Aug 5, 2024. The backyard still remains un-mowed as Of Aug 5, 2024. RJS	8/5/2024			8/6/2024	Balance of the backyard has been mowed as of Aug 6, 2024. RJS	1
363 Academy Street East	Long grass per complaint picture 8769 as of July 30, 2024	7/30/2024	8/2/2024	8/12/2024	8/7/2024	The complaint location has mowed the complaint yards as of Aug 7, 2024. RJS	1
406 Elm Avenue South	Long grass. Per complaint picture 8768 as of July 30, 2024.	7/30/2024	8/2/2024	8/12/2024	8/9/2024	Complaint location has been mowed as of Aug 9, 2024. RJS	1
434 Dartt Avenue	Reinspection picture 8786 of the complaint location shows that we need to call the lawn mowing service as of Aug 5, 2024. RJS 8/6/24 - Contacted mower. 9609	8/5/2024			8/8/2024	The complaint location has been mowed as of Aug 8, 2024. RJS	1
446 Fairview Avenue	Reinspection picture 8749 of the complaint location long grass and weeds as of 7/29/24. Need to call the lawn mowing service. RJS Has not been mowed as of July 31, 2024, Aug 1, 2024, Aug 2, 2024, Aug 5, 2024. RJS 8/6/24 - Contacted mower. 9609	7/29/2024			8/8/2024	The complaint location long grass and weeds have been mowed as of Aug 8, 2024. RJS	1
448 Bridge Street West	Long grass	8/9/2024			8/12/2024	Has been mowed.	1
457 Bridge Street West	Long grass per complaint pictures 8758, 8759 with long grass and weeds in all yards as of July 30, 2024.	7/30/2024	8/2/2024	8/12/2024	8/12/2024	The complaint location has mowed the yards as of 8/12/24. RJS	1
457 Bridge Street West	The complaint location started to mow parts of yards with long grass and weeds as of Aug 5, 2024. RJS No change in status as of 8/6/24, 8/7/24, 8/8/24.	8/5/2024			8/12/2024	The complaint location has mowed the yards as of 8/12/24. RJS	0.5
484 Mound Street	Long grass	8/9/2024	8/13/2024	8/23/2024			0.5
493 Bridge Street West	Long grass per complaint picture 8760 with long grass and weeds in all yards as of July 30, 2024.	7/30/2024	8/2/2024	8/12/2024	8/5/2024	The complaint location has mowed all of the long grass as of Aug 5, 2024. RJS	1
505 State Avenue	Long grass	8/7/2024			8/12/2024	Has been mowed.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 1, 2024 to August 13, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
558 Hazel Lane	Long grass per complaint picture 8754 with long grass and weeds in all yards as of July 30, 2024.	7/30/2024			8/1/2024	Has been mowed.	1
564 Rose Street East	Long grass per complaint picture 8752 as of July 30, 2024.	7/30/2024	8/2/2024	8/12/2024	8/12/2024	The complaint location with long grass and weeds has been mowed as of Aug 12, 2024. RJS	1
615 Linn Avenue	Long grass per complaint picture 8785 of the complaint location as of Aug 2, 2024. RJS	8/2/2024	8/6/2024	8/17/2024	8/12/2024	The complaint location with long grass and weeds has been mowed as of Aug 12, 2024. RJS	1
618 Cedar Avenue South	Long grass	8/6/2024			8/7/2024	Has been mowed.	1
625 Linn Avenue	Long grass per complaint pictures 8762, 8763 as of July 30, 2024.	7/30/2024	8/2/2024	8/12/2024	8/8/2024	The complaint location has been mowed as of Aug 8, 2024. RJS	1
626 20 Street Northeast	Long grass/weeds in all yards & tall weeds around house.	8/12/2024	8/13/2024	8/24/2024			0.5
640 23 Street Northeast	Complaint: Tall grass in back yard. Have only mowed once this summer.	8/13/2024					0.5
887 Willowbrook Street Northeast	The back yard has been mowed as of Aug 5, 2024 RJS	8/5/2024			8/5/2024	Has been mowed.	0.5
914 Elm Avenue North	Complaint: Junk on boulevard. See attached complaint picture 8776 as of Aug 1, 2024.	8/1/2024	8/6/2024	8/16/2024	8/6/2024	The misc items on the front Blvd has been removed as of Aug 6, 2024. RJS	1



CITY OF
OWATONNA

Licenses Permits

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Owatonna Soccer Association

Previous Gambling Permit Number: X- 94544-24-006

Minnesota Tax ID Number, if any: ES38009

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

Mailing Address: PO BOX 169

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

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

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

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 9/14/24

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

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

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

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

CITY APPROVAL
for a gambling premises
located within city limits

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clausen

Title: Admin Coordinator Date: 8/9/2024

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

COUNTY APPROVAL
for a gambling premises
located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

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

Print Name: PATRICK GRUBISH, PRESIDENT

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: EXCHANGE CLUB OF OWATONNA, MINNESOTA Previous Gambling Permit Number: X-93483-23-010
Minnesota Tax ID Number, if any: 23-7084374 Federal Employer ID Number (FEIN), if any: Nat.Exchange Club 34-4312210
Mailing Address: P O BOX 13
City: OWATONNA State: MN Zip: 55060 County: STEELE
Name of Chief Executive Officer (CEO): DALLAS R. KETCHUM
CEO Daytime Phone: 507-390-5214 CEO Email: dallask@smig.net
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 141 EAST ROSE STREET

Check one:

☒ City: OWATONNA Zip: 55060 County: STEELE
☐ Township: _____ Zip: _____ County: _____

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

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits ☒ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied. Print City Name: <u>City of Owatonna</u> Signature of City Personnel: <u>Kris in Bussell</u> Title: <u>City Administrator</u> Date: <u>8-14-24</u> The city or county must sign before submitting application to the Gambling Control Board.	COUNTY APPROVAL for a gambling premises located in a township ☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied. Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____ TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____
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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: Dallas R. Ketchum Date: 8-14-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: DALLAS R. KETCHUM

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

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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	
Mineral Springs Brewery		June 2018			
Organization Address (No PO Boxes)		City	State	Zip Code	
111 N Walnut Ave		Owatonna	MN	55060	
Name of person making application		Business phone		Home phone	
Bill Cronin		507-413-6281			
Date(s) of event		Type of organization ☐ Microdistillery ☒ Small Brewer			
Saturday, September 14, 2024		☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Bill Cronin, president		Owatonna	MN	5506	
Organization officer's name		City	State	Zip Code	
			MN		
Organization officer's name		City	State	Zip Code	
			MN		

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

Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna for a memorial event in the Beer Garden at the fairgrounds.

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.

Cincinnati Policy # ETD0503616; \$1,000,000 limit

APPROVAL

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

Owatonna	
City or County approving the license	Date Approved
\$50.00	September 14, 2024
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☒ No	jeanette.clawson@owatonna.gov
27,544	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 Steele County Historical Society		Date of organization 1949	Tax exempt number 41-6048581
Organization Address (No PO Boxes) 1700 Austin Rd.	City Owatonna	State Minnesota	Zip Code 55060
Name of person making application Jennifer Thiele, Executive Director		Business phone 507-451-1420	Home phone
Date(s) of event October 25, 2024	Type of organization ☐ Microdistillery ☐ Small Brewer ☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Patty Jessop, President	City Owatonna	State MN	Zip Code 55060
Organization officer's name David Effertz, Vice President	City Owatonna	State MN	Zip Code 55060
Organization officer's name Jerry Ganfield, Treasurer	City Owatonna	State MN	Zip Code 55060

Location where permit will be used. If an outdoor area, describe.
Steele County Historical Society's History Center, 1700 Austin Rd., Owatonna, MN 55060.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Minnesota Liquor Liability Assigned Risk Plan through the Minnesota Joint Underwriting Association, \$310,000.

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**



EP-24-47

Events Permit

Application

Status: Active

Submitted On: 8/7/2024

Primary Location

No location

Applicant



Rebekah Hartman



507-246-3587



rlhartman@alz.org



12701 Whitewater Drive,

Suite 290

Minnetonka, MN 55343

Event Information

Saturday, September 14, 2024

Will walk from History Center to Kaplan's Woods and back along 18th St SW. Request traffic assistance as participants cross Cedar Avenue and Linn Avenue. Anticipate 300+ participants.

Event Name

Event Contact*

Walk to End Alzheimer's - Owatonna

Rebekah Hartman

Location of Event*

Steele County Historical Society

Description of Event* ?

Peer to Peer Fundraising Event to Support the Alzheimer's Association Programs and Services. Participants will gather for a short ceremony and then take a three mile Walk to support those affected by Alzheimer's and other Dementias.

Event Set Up Date

Event Set Up Time* ?

09/13/2024

Noon

Actual Event Date*

Actual Event Time* ?

09/14/2024

9:00am

Clean Up Date*

09/14/2024

Clean Up Time ?

1:00pm

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

Canceled

Estimated Attendance* ?

299

Application Information

Sponsoring Organization Name*

Alzheimer's Association

Mailing Address*

12701 Whitewater Drive, Suite 290

City*

Minnetonka

State*

MN

Zip*

55343

Website Address*

act.alz.org/owatonna

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

10:00am to 12:30pm

Date*

09/14/2024

Name of Requested Street(s)*

18th St SW - intersection of 18th St SW and Linn ave and 18th St SW and S Cedar Ave

Alleys*

No

City Sidewalks or Trails*

Yes

Start/End Time*

10:00am to 12:00pm

Date*

09/14/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

7:00am - 1:00pm

Date*

09/14/2024

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

Signs along 18th st SW

Will there be any inflatables?*

Yes

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

Will there be entertainment?*

Yes

What Type*

DJ for Music and Opening ceremony

Will sound amplification be used?*

Yes

Type*

General Dj Equipment

Hours*

9:00am - 1:00om

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*

using Showmobile on Steele County
Historical Society Property

Fees may apply. No staking without approval.

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*

Power use from Historical Society

Describe level of advertisement*

Radio through Kowz, billboard, local media press release, social media, etc.

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

cleanup will take place immediately after event and trash will be disposed at the Historical Society

Will event need traffic control?*

Yes

Contact Owatonna Police Department for assistance, 507-451-8232

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

Prefred traffic control at intersection of 18th St SW and Cedar Ave

Will "No Parking" signs be needed?*

No

Will event need security?*

Yes

Will event need Emergency Medical Services?*

No

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

Event will be cancelled - Shelter can be taken at Historical Society Building

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

Name*

Phone Number*

Rebekah Hartman

507-246-3587

Email*

rlhartman@alz.org

List any other pertinent information

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

Department Comments:

Police - Approved, Sergeant DuChene will contact event planner for assistance offered by OPD.

Public Works - Approved, no impact on Public Works.

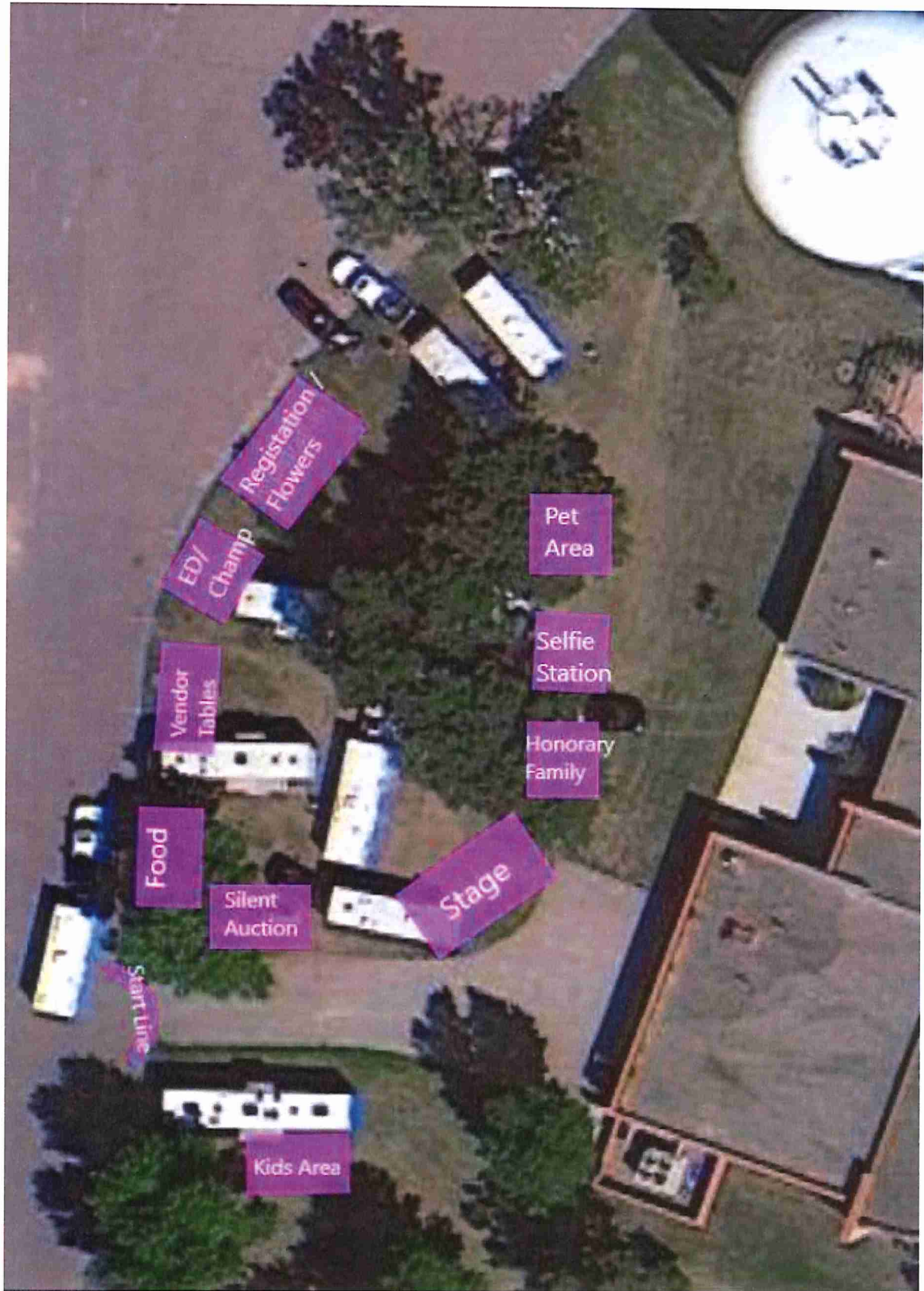
Park & Rec: Approved. No P&R impact. Note that trails are always open to the public and not closed for events.

Fire- Approved with no comment.

Building & Inspection - Approved with no comment.

Council Consideration - Consent Agenda - August 20, 2024 Council Meeting

Site Plan Attached





CITY OF
OWATONNA

Miscellaneous



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Facility Use Agreement - Owatonna Diving Club

Purpose:

Request City Council approval to renew the Facility Use Agreement with the Owatonna Diving Club.

Background:

The City of Owatonna enjoys a long-standing relationship with the Owatonna Diving Club, which assists the city with services at Lake Kohlmier and River Springs Water Park. These services include the annual swim beach install/removal of the ropes, buoys, and anchors. They also help with the retrieval of small equipment in the lake, such as picnic tables or bikes throughout the summer. At River Springs Water Park, the Diving Club clears the pool's bottom of debris and glass, and addresses drain issues at no cost. The Diving Club needs assistance during the winter months to secure pool space for their Scuba Diving classes. The city would reserve the pool space for its programs in exchange for services provided to the city.

Currently, the Diving Club uses the Middle School pool on Wednesday evenings. This would stay the same. There is no charge for the use of the pool and the Diving Club would be responsible for their own lifeguard requirements. This agreement would continue the formal arrangement and the long-standing working relationship between the City and Owatonna Diving Club.

This agreement is annually proposed to City Council for renewal with no significant changes to the content of the agreement. To be more efficient with the process, an adjustment was made in this version of the agreement to auto-renew the agreement annually, on October 1. There is a clause in the agreement allowing both parties to cancel the agreement, with written notice at least 90 days prior to the renewal date.

Budget Impact:

The commercial rate for Scuba Diver services for 2 people is \$650 for the 1st hour and \$350 for each additional hour. This partnership will save the City a minimum of \$2000 per year for just the Lake Kohlmier Swim Area preparation and takedown. Further cost savings will be realized if additional services are requested by the Owatonna Diving Club.

Staff Recommendation:

Staff recommends approval of this agreement.

Attachments:

1. 2024-2025+ Agreement - Owatonna Diving Club (signed by Club President)

CITY OF OWATONNA AND OWATONNA DIVING CLUB

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of August 2024, by and between the City of Owatonna, a municipal corporation, hereinafter referred to as the City, and the Owatonna Diving Club hereinafter referred to as the Club.

WITNESSETH:

WHEREAS, City provides a summer swimming beach at Lake Kohlmier, and desires the assistance from the Club for preparation and the taking down of the swim area equipment.

WHEREAS, City desires the assistance from the Club for other cleaning and repair tasks at Lake Kohlmier and River Springs Water Park.

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

WHEREAS, the Club 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 the Club mutually agree as follows:

CLUB RESPONSIBILITIES:

1. **Support Park and Recreation Department.** The Club shall work directly with the Recreation Manager, or appointed designee, and shall provide assistance and support with the following tasks:
 - a. Installing ropes and buoys at the Lake Kohlmier swim area at least 1 day prior to the Park Board approved beach opening date.
 - b. Removing ropes and buoys from Lake Kohlmier swim area within 2 weeks of the Park Board approved beach closing date.
 - c. Assisting with other requested 'in water' cleaning tasks and repair tasks at River Springs Waterpark and West Hills Tennis & Fitness Center.
2. **The Club's Staff and Volunteers.** The Club shall be responsible for supervision and performance and conduct of all its officers, members, volunteers, and subcontractors (herein collectively "Volunteers") providing services under this agreement.
 - a. The Club shall conduct any background checks of Volunteers as the City may require.
3. **Registration.** The Club shall be responsible for all registration of its participants for the Scuba Diving program.

4. **Promotion.** The Club shall be responsible for all promotion of the Scuba Diving program.
5. **Lifeguards.** The Club shall be responsible for providing a certified Lifeguard for its Scuba Diving program. If the Club is unable to provide a Lifeguard, the City will provide a Lifeguard, and other required staff to perform the lifeguard duties, if the City has available staff to meet this need. The Club shall pay the City market rate for the cost of all City provided staff.
6. **Additional Fees.** The Club shall be responsible for paying any additional fees associated with the Scuba Club program, including pool cancellations fees and janitorial overtime costs.
7. **Equipment and Equipment Storage.** The Club shall be responsible for all equipment and supplies associated with the Scuba Diving program. The Club shall be responsible for all equipment storage associated with the Scuba Diving program.
8. **Communication.** The Club will be in regular communication with the City on program scheduling needs.

CITY'S RESPONSIBILITIES:

1. **Space.** City shall provide up to 60 hours of pool time, between the months of November through May, for use by the Club for Scuba Diving programs.
2. **Program Schedule.** The City shall request from the Club the proposed Scuba Diving program schedule and reserve pool space associated with the program based on the proposed schedule or agreed upon schedule changes, in the event pool space is not available during the proposed schedule.
3. **Equipment and Supplies.** The City shall be responsible for any Lake Kohlmier Swim Area equipment and supplies, River Springs Water Park repair or cleaning supplies and West Hills Tennis & Fitness Center repair or cleaning supplies.
4. **Lifeguards.** The City shall provide a Lifeguard, and other required staff to perform the lifeguarding duties, for the Scuba Diving program if the Club is unable to provide a lifeguard and the City has available staff to meet this need. The Club shall pay the City market rate for the cost of all City provided staff.
5. **Communication.** The City will be in regular communication with the Club regarding Lake Kohlmier Swim Area needs and requests for additional assistance.
6. **City Retains Authority.** The City will be responsible for making all final decisions related to the use of City facilities used by the Club of its Scuba program.

GENERAL CONDITIONS:

1. **Relationship.** It is understood that the Lake Kohlmier Beach, River Springs Water Park and West Hills Tennis and Fitness Center are City facilities and the Club will assist the City in the services requested. It is understood that the Scuba Diving program is the Club program and the City is not associated with the program in any way other than providing space for the program.
2. **Equipment.** The City will own and store all City owned equipment and supplies. The Club shall own and store all Club owned equipment and supplies.
3. **Assignment.** The Club may not assign this Agreement to any other person or entity unless the City consents in writing to the assignment.
4. **Liability Insurance.** The Club shall take out and maintain during the term of this agreement Commercial General Liability insurance coverage to protect the Club, its officers, employees, agents, members, volunteers and anyone directly or indirectly engaged or employed by the Club 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.

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

The Club 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, the Club shall deliver to the City a certificate of insurance providing that the W.C. coverage is in full force and effect.

5. **Indemnification.** The Club agrees to perform and comply with all the conditions, regulations, and provisions described 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 arising out of or resulting from the performance of work under this Agreement but only to the extent caused wholly or in part by the negligence of the Club and its Volunteers.
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 and personal property owned by City and personal property owned by the Club.
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 Scuba Diving program at any time for reasons related to COVID-19 without liability to the Club 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. Failure of the Club to perform, keep, and observe any of the conditions of the contract, and the failure of the Club to correct the default or breach within the times specified by the Recreation Manager.
 - b. Upon mutual consent of the City and the Club.
 - c. By either party giving written notice to the other party at least 90 days before the October 1st annual renewal date.
9. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Club shall remove all personal property belonging to the Club 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 Club 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 Club. The Club agrees that all personal property upon such premises shall be kept at the risk of the Club only and the City shall not be liable for any damages thereto or loss or theft thereof.
11. **Term and Renewal.** The term of this Agreement is one (1) year, beginning October 1, 2024 and ending September 30, 2025 and will be renewed annually thereafter on a year-to-year basis unless cancelled as provided in Section 8.

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

The Club

By: 
Ryan Bauer, President

City of Owatonna

By: _____
Tom Kuntz, Mayor

and

By: _____
Kris Busse, City Administrator



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Kerncrest Storage, LLC

Purpose:

Approve the stormwater facility maintenance agreement with Kerncrest Storage, LLC for their new facility located at 290 26th Street NW.

Background:

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

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Maintenance Easement Agreement - Kerncrest Storage, LLC; 290 26th St NW

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by the City of Owatonna, MN hereinafter called "City" and the following Property Owner, hereinafter collectively called the "Property Owner:"

Kerncrest Storage, LLC, owner of Lots 3 and 4, Block 1, Quarry Ridge Addition, Steele County, Minnesota, PINS: 17-591-0103 and 17-591-0104

WHEREAS, the Property Owner is owner of the property as legally described above;

WHEREAS, the Property Owner, Kerncrest Storage, LLC, is proceeding to build on and develop its property; and

WHEREAS, the site plan known as an underground water management system, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the properties referenced above and other adjacent properties; and

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

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

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

1. The facilities shall be constructed and maintained by the Property Owner, and its successors, and assigns in accordance with the plans and specifications identified at time of submittal as well as in the **"As-built"** with Engineer's Certificate of Stormwater Compliance submitted at time of permit close-out. The "as-built" is the record drawing that is prepared by the licensed engineer that details the project in its finished/constructed state.
2. The facilities shall be constructed and maintained by the Property Owner, and their successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001, under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
3. The Property Owner, and its successors, and assigns, shall at all times, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater,

as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.

4. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
5. The Property Owner, and its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.
6. The Property Owner, and its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the facilities are found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.
7. It is understood that the facilities will be located within the boundaries of the property owner's property.
8. The City shall provide the Property Owner, and its successors, and assigns, a notice including copies of any inspection findings, a directive to commence with needed repairs, improvements, or modifications and a deadline to complete the repairs.
9. The Property Owner, and its successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
10. In any event the Property Owner, and its successors, and assigns, fail to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owner, and their successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.
11. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
12. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, and its successors, and assigns, agree to defend, indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
13. The cost for the maintenance shall be allocated to the above-named Property Owner.

14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner, and its heirs, successors, and assigns, and any other successors in interests, in perpetuity.

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA }
COUNTY OF STEELE } ss.

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

Notary Public

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

Approved as to form and execution



Owatonna City Attorney

July 23rd, 2024

Lots 3 and 4, Block 1, Quarry Ridge Addition, Steele County, Minnesota

PINS: 17-591-0103 and 17-591-0104

Kerncrest Storage, LLC

By



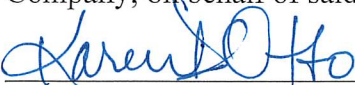
Matthew Kern, Managing Member

STATE OF MINNESOTA

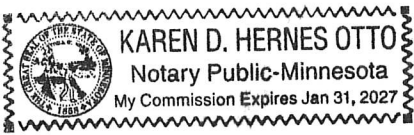
COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 22 day of July, 2024, by Matthew Kern, as Managing Member of Kerncrest Storage, LLC, a Minnesota Limited Liability Company, on behalf of said company.



Notary Public





DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Stormwater Facility Maintenance Easement Agreement - Quarry Ridge Addition

Purpose:

Approve the stormwater facility maintenance agreement with five property owners: Kerncrest Storage, LLC, Allan R Radel Homes, Inc, Innate Properties, LLC, Deml Family, LLC and Radel's Condo Garages Association, LLC for the regional stormwater facility located at the site known as Quarry Ridge Addition.

Background:

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

Budget Impact:

No budget impact.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Stormwater Facility Maintenance Easement Agreement - Quarry Ridge Addition

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this _____ day of July, 2024, by the City of Owatonna, MN hereinafter called "City" and the following property owners, hereinafter collectively called the "Property Owners:"

Kerncrest Storage, LLC, owner of Lots 3 and 4, Block 1, Quarry Ridge Addition, Steele County, Minnesota, PINS: 17-591-0103 and 17-591-0104

Allan R. Radel Homes, Inc., owner of Lots 5, 6, 7, 8, 15, 16, 17 and 18, Block 1, Quarry Ridge Addition, Steele County, Minnesota, PINS: 17-591-0105 to 17-591-0108 and 17-591-0115 to 17-591-0118

Innate Properties LLC, owner of Lot 9, Block 1, Quarry Ridge Addition, Steele County, Minnesota, PIN: 17-591-0109

Deml Family, LLC, owner of Lot 11 and a portion of Lot 10, Block 1, Quarry Ridge Addition, Steele County, Minnesota, PIN: 17-591-0111

AND

Radel's Condo Garages Association, Inc., owner of Common Area for CIC #22 Radel's Condo Garages, PIN: 17-614-0001

WHEREAS, the Property Owners are the respective owners of certain property as legally described above;

WHEREAS, the Property Owner, Kerncrest Storage, LLC, is proceeding to build on and develop its property; and

WHEREAS, the site plan known as Quarry Ridge Addition, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the properties referenced above and other adjacent properties; and

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

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

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

1. The facilities shall be constructed and maintained by the Property Owners, and their successors, and assigns in accordance with the plans and specifications identified at time of submittal as well as in the "As-built" with Engineer's Certificate of Stormwater

Compliance submitted at time of permit close-out. The "as-built" is the record drawing that is prepared by the licensed engineer that details the project in its finished/constructed state.

2. The facilities shall be constructed and maintained by the Property Owners, and their successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001, under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
3. The Property Owners, and their successors, and assigns, shall at all times, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
4. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
5. The Property Owners, and their successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.
6. The Property Owners, and their successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the facilities are found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.
7. It is understood that the facilities will be located within the existing utility easement over the north and west 20 feet of the properties.
8. The City shall provide the Property Owners, and their successors, and assigns, a notice including copies of any inspection findings, a directive to commence with needed repairs, improvements, or modifications and a deadline to complete the repairs.
9. The Property Owners, and their successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
10. In any event the Property Owners, and their successors, and assigns, fail to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to

correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owners, and their successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.

11. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
12. This agreement imposes no liability of any kind whatsoever on the City. The Property Owners, and their successors, and assigns, agree to defend, indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
13. The cost for the maintenance shall be allocated to the above-named property owners on a per lot basis with each lot being responsible for 1/13th of the annual maintenance cost.
14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owners, and their heirs, successors, and assigns, and any other successors in interests, in perpetuity.

City: City of Owatonna

By: Thomas A. Kuntz, Mayor

By: Kris M. Busse, City Administrator

STATE OF MINNESOTA }
COUNTY OF STEELE } ss.

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

Notary Public

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

Lots 3 and 4, Block 1, Quarry Ridge Addition, Steele County, Minnesota

PINS: 17-591-0103 and 17-591-0104

Kerncrest Storage, LLC

By


Matthew Kern, Managing Member

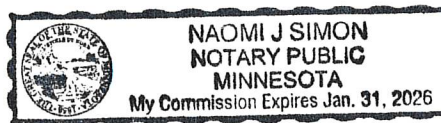
STATE OF MINNESOTA

COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Matthew Kern, as Managing Member of Kerncrest Storage, LLC, a Minnesota Limited Liability Company, on behalf of said company.


Notary Public



Approved as to form and execution


Owatonna City Attorney
7/23/24

Lots 5, 6, 7, 8, 15, 16, 17 and 18, Block 1, Quarry Ridge Addition, Steele County, Minnesota
PINS: 17-591-0105 to 17-591-0108 and 17-591-0115 to 17-591-0118

Allan R. Radel Homes, Inc.

By

Allan Radel
Allan R. Radel, President

STATE OF MINNESOTA

COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 22nd day of July, 2024, by
Allan R. Radel, as President of Allan R. Radel Homes, Inc., a Minnesota Corporation, on behalf
of said corporation.

Lisa Marie Larson
Notary Public



Lot 9, Block 1, Quarry Ridge Addition, Steele County, Minnesota
PIN: 17-591-0109

Innate Properties LLC

By

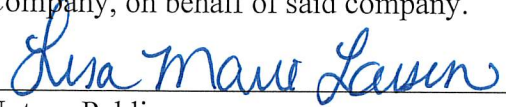

Brian R. Gfrerer
Its: President

STATE OF MINNESOTA

COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 22nd day of July, 2024, by Brian R. Gfrerer, as President of Innate Properties LLC, a Minnesota Limited Liability Company, on behalf of said company.


Notary Public



Lot 11 and a portion of Lot 10, Block 1, Quarry Ridge Addition, Steele County, Minnesota
PIN: 17-591-0111

Deml Family LLC

By



Scott Deml

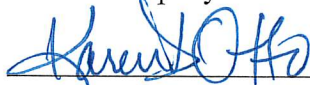
Its: President

STATE OF MINNESOTA

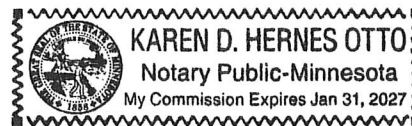
COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2024, by Scott Deml, as President of Deml Family LLC, a Minnesota Limited Liability Company, on behalf of said company.



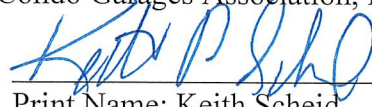
Notary Public



COMMON AREA FOR CIC #22 RADEL'S CONDO GARAGES
PIN: 17-614-0001

Radel's Condo Garages Association, Inc.

By



Print Name: Keith Scheid

Its: President

STATE OF MINNESOTA

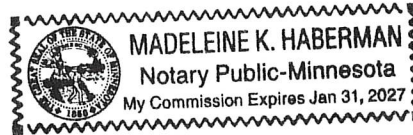
COUNTY OF STEELE

} ss.

The foregoing instrument was acknowledged before me this 18 day of July, 2024, by Keith Scheid, as President of Radel's Condo Garages Association, Inc., a Minnesota Nonprofit Corporation, on behalf of said corporation.



Notary Public





DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Consulting Services for WWTF Facility Compliance with EPA Renewable Fuel Standard Program - EcoEngineers

Purpose:

Requesting City Council Approval of the Compliance Consulting Proposal from EcoEngineers for consulting services related to compliance standards for RFS Program.

Background:

The City of Owatonna is operating a wastewater treatment plant with the intention of upgrading biogas to renewable natural gas (RNG). The attached proposal includes consulting services to provide a compliance design review of the facility for participation in the EPA Renewable Fuel Standard (RFS) program and to provide a data checklist of required information to register a project in USEPA RFS and review design drawings for data gathering methodology.

An MSA and NDA are also included with the contract which City Attorney Walbran has reviewed and approved as attached

Budget Impact:

The cost of the initial Compliance Consultation is \$8,000 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Compliance Services Proposal - EcoEngineers
2. EcoEngineers NDA (2024) - City of Owatonna

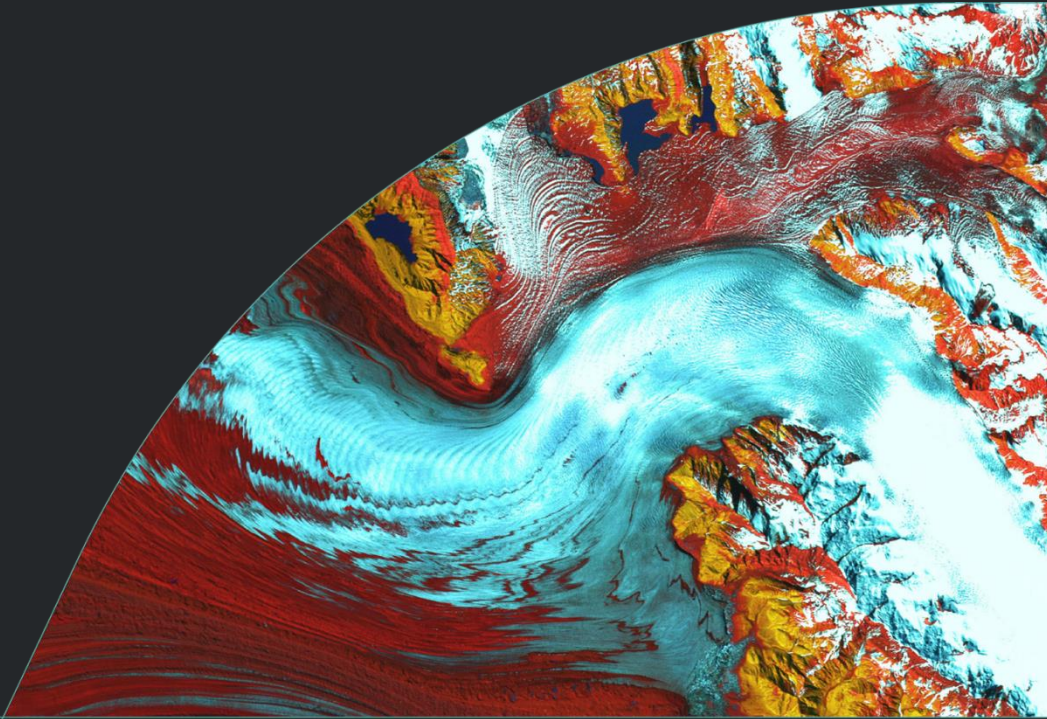


Compliance Consulting

City of Owatonna

August 5, 2024

Proposal #RNG07312024JLR





Sean Murphy
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060
Sean.Murphy@owatonna.gov

COMPLIANCE CONSULTING SERVICES

1.0 Executive Summary

City of Owatonna (the Client) is operating a wastewater treatment plant with the intention of upgrading biogas to renewable natural gas (RNG). The Client would like to engage EcoEngineers consulting services to provide a compliance design review of the facility for participation in the EPA Renewable Fuel Standard (RFS) program. The Client would like EcoEngineers to provide a data checklist of required information to register a project in USEPA RFS and review design drawings for data gathering methodology.

2.0 Project Team

Available resources that will be allocated to this project are as follows:

- Jessica Rozzi, Client Services, Account Manager
- Alicia Jones, Compliance Consulting Director
- Sean Taylor, Compliance Analyst
- Jade Foster, Compliance Analyst
- Other regulatory and engineering resources as needed

3.0 Services Provided

Following are the services to be provided under this SOW proposal. A description of each service and its corresponding deliverable is provided below.

Task 1: WWTP biogas to RNG RFS Compliance Design Review

EcoEngineers will complete the following items:

1. Provide a data checklist outlining the various meters, gas chromatographs, monitoring, data recording frequencies, record keeping requirements, and other necessary data in order to effectively complete an RFS application.
2. Review the overall plans and layouts for the site and review meter placement, gas chromatograph placement and monitoring parameters, data collection procedures and locations, etc. for compliance with RFS regulations.
3. Provide commentary on the associated impacts to gas quality sampling.
4. Answer additional questions about the system layouts and compliance requirements and obligations.
5. Provide the Client with a Memo outlining our findings.

4.0 Project Timeline

The project shall commence with an SOW contract and shall be substantially complete according to the proposed timeline below. The actual timeline and substantial completion date may vary depending on acts or circumstances beyond the reasonable control of EcoEngineers, including, without limitation, those described in the MSA.

Timeframe	Task	Description of Activities to be Completed
30 - 45 days	1	RFS P&ID Compliance Design Review

5.0 Project Deliverables

The final deliverables will be the following:

Task	Final Deliverable Description
1	Design Review Memo for RFS Compliance

6.0 Project Fee Schedule

The following activities and their associated costs are outlined below for the project:

Acct. Code	Task	Description	Qty.	Unit	Unit Price	Amount
500	1	RFS Compliance Design Review	1	Lump Sum	\$8,000	\$8,000
TOTAL						\$8,000



7.0 SOW Agreement Terms and Conditions

This **SOW Agreement Terms and Conditions** (this "**SOW**") adopts and incorporates by reference the terms and conditions of Master Services Agreement EcoEngineers Terms and Conditions #MSA 20240718CO (the "**MSA**") which was entered into between TPR Enterprises, LLC, d/b/a EcoEngineers, an Iowa limited liability company ("**EcoEngineers**"), and undersigned Client or its affiliate ("**Client**"), as it may be amended from time to time, and the below Scope of Work Proposal. A capitalized term not defined herein shall have the meaning ascribed to such term in the MSA.

Unforeseen regulatory changes proposed/implemented by CARB, IRS, SEC, TCFD, USEPA, or other public or private governing or standard setting bodies applicable to the services provided under this SOW may impact the Services provided in this SOW. If such changes occur, EcoEngineers will notify Client and provide an amended SOW.

This SOW is effective beginning on the date fully signed below ("**Effective Date**") and will remain in effect until terminated in accordance with the MSA. All services performed under this SOW will be subject to the terms and conditions of this SOW, and the MSA.

SOW PAYMENT TERMS AND CLIENT'S ADDRESSEE INFORMATION:

Scope of Work Proposal	# RNG07312024JLR
Proposal Amount	<u>\$8,000</u>
Down Payment	<u>\$4,000</u>
Subscription-Based Service	Yes ☐ No ☒
Terms of Payment	☒ Progress Billing (billed incrementally as Services are completed). ☒ Down Payment due on the Effective Date; remaining balance is due upon substantial completion and prior to final report submission, as applicable. ☒ Time and expense billed at rates applicable at the time Services are provided (billed incrementally as Services are performed).
Taxes and Expenses	Not included (to be paid by Client).
Pricing	Proposal and pricing valid for 30 days.
Client Addressee Info	Sean Murphy City of Owatonna 540 West Hills Circle Owatonna, MN 55060 Sean.Murphy@owatonna.gov

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date below.

City of Owatonna:

TPR Enterprises, LLC, d/b/a EcoEngineers:

Authorized Signature

Authorized Signature

Full Name

Full Name

Title

Title

Date

Effective Date

Confidentiality Agreement

THIS AGREEMENT, dated _____, by and between TPR Enterprises, LLC, (DBA "EcoEngineers") an Iowa Limited Liability Company (hereinafter "EcoEngineers"), located at 909 E. Locust, Suite 202, Des Moines, IA 50309 and City of Owatonna, located at 540 West Hills Circle, Owatonna, Minnesota 55060, United States, (hereinafter "Company")

WITNESSETH:

WHEREAS, EcoEngineers possesses certain confidential and proprietary information relating to its business, products and services, and its customers' businesses, products and services, and Company possesses certain confidential and proprietary information relating to its business, products and services, and its customers' businesses, products and services (individually and collectively referred to as the "Confidential Information ");

WHEREAS, EcoEngineers and Company may disclose certain Confidential Information to one another but each desires to protect the confidential, proprietary and trade secret status of their respective Confidential Information; and

WHEREAS, both EcoEngineers and Company are desirous of receiving and reviewing the other's Confidential Information for the limited purpose of evaluating the potential for a business relationship between the parties, and if such evaluating is successful, carrying out such business relationship (Collectively, "Relationship").

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

1. Confidential Information. The recipient ("Recipient") of the Confidential Information shall not disclose any of the Confidential Information provided to it by the other party (the "Disclosing Party") to others and may disclose such Confidential Information to only its and its affiliates' officers, employees and managers who reasonably require knowledge of such Confidential Information for the limited purpose described above and who have a secrecy obligation to Recipient, in which case such officers and/or employees shall only use such Confidential Information for such limited purpose. Recipient acknowledges that (i) such Confidential Information constitutes a valuable trade secret of the other party and (ii) any unauthorized disclosure or use of such Confidential Information by Recipient will cause irreparable harm to the other party.

Confidential Information shall include, but not be limited to (without limitation) data, documents, reports, analyses, tests, assessments, specifications, charts, plans,

drawings, models, ideas, concepts, schemes, correspondence, communications, lists, manuals, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), schematics, pricing data, the physical and chemical characteristics of compounds, product specifications, manufacturing processes and operations, compositions, formulations, formulation techniques, analytical methodology, safety and efficacy data, testing data, future market and product plans, marketing and financial data, know-how, trade secrets, ideas and other information of a technical, scientific, or economic nature, testing procedures, software, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation, designs, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, apparatus, equipment, agreements between the Parties and/or their respective Affiliates (including this Agreement and any interim or final agreement relating to the Relationship), business opportunities, contracts, customer and supplier lists and other customer information, technical and economic data, financial information, financial strategies, engineering reports, environmental reports, land and lease information, marketing information, field notes, marketing strategies, marketing methods, sketches, photographs, records, know-how and trade or other secrets, together with all analyses, compilations, data studies or other documents prepared by the Recipient Party containing or based upon, in whole or in part, information acquired by the Recipient Party in connection with the Relationship (collectively, whether verbal, written, electronic or existing, stored or communicated in any other form or medium, together with all copies thereof, however or whenever made, the "**Confidential Information**").

2. Permitted Activities. Recipient shall use or allow such Confidential Information to be used only for the limited purpose described above and in a manner consistent with the terms and conditions of this Agreement. Recipient is only entitled to have access to or use Confidential Information after prior written authorization has been given by the Disclosing Party. Notwithstanding the foregoing sentence, and whether or not such authorization has been requested or given, Recipient will only possess and use Confidential Information strictly in accordance with this Agreement and for the sole purpose of evaluating, discussing, negotiating and, if applicable and if the Parties have agreed, implementing, integrating, designing, developing, using, marketing, supplying, selling, operating and/or performing agreed and authorized services, supplies and other activities in respect of the Relationship in accordance with any and all agreements (now existing or hereafter entered into) between the Parties with respect to the Relationship (collectively, the "**Permitted Activities**").
3. Exceptions. Confidential Information disclosed shall remain confidential unless and to the extent that:

- (a) The Confidential Information is, or becomes, in the public domain;
- (b) Recipient receives the Confidential Information from a third party not privy to this Agreement as a matter of right and not in violation of the confidential relationship created under this Agreement or in violation of any obligation to the Disclosing Party;
- (c) The Confidential Information is in Recipient's possession before Recipient's receipt of the Confidential Information from the Disclosing Party; or
- (d) The Disclosing Party approves release of the Confidential Information by written authorization.

The exceptions set forth above shall apply only in the event and to the extent that Recipient provides the Disclosing Party with written documentation or records of the Confidential Information in substantially the same degree of specificity as the disclosure of the Confidential Information is made hereunder.

- 4. Copies. The Recipient Party will not make, or enable, authorize, permit or acquiesce in any other person making, any copy or abstract of any Confidential Information without the prior written authorization of the Disclosing Party unless such copying or abstracting is done strictly in accordance with this Agreement and for the sole purpose of Permitted Activities. The Recipient Party will not reverse engineer, or enable, authorize, permit or acquiesce in any other person reverse engineering, any Confidential Information.
- 5. Disclosure in Judicial or Administrative Proceeding. If Recipient is required to produce the Confidential Information by law, governmental proceeding or court order, Recipient may disclose such Confidential Information without liability hereunder; provided, however, before producing any Confidential Information, Recipient shall notify the Disclosing Party promptly of any such proceeding or court order in order to provide the Disclosing Party with a reasonable amount of time so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive the Recipient's or such Representative's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party grants a waiver hereunder, the Recipient or such Representative may furnish that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is legally required by applicable law to disclose and will reasonably cooperate with the Disclosing Party's efforts, at the Disclosing Party's expense, to obtain confidential treatment of the Confidential Information so furnished.
- 6. Announcements. Except as may be necessary, in the opinion of counsel, to comply with the requirements of any law, governmental regulation or order, or the requirements of any stock exchange on which shares of the party hereto making any announcement or statement or issuing any release may be listed, at no time shall either party, without the prior written consent of the other party hereto, make any

announcement, press release or any statement to any third party, which announcement, press release or statement relates to or refers to any of the specific matters discussed between them or which might identify (either directly or indirectly) the other party hereto as being involved in such discussions.

7. Return of Material. At any time upon the Disclosing Party's request, Recipient shall immediately return all Confidential Information provided by the Disclosing Party and all information developed there from in which the Confidential Information is revealed or could be ascertained. An officer of Recipient shall certify that Recipient has complied with the provisions of this paragraph 7 upon Recipient's return of the Confidential Information to the Disclosing Party.
8. Injunction. In the event of a breach or a threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to an injunction restraining Recipient, its officers or employees about to commit any breach of this Agreement or who have committed a breach of this Agreement from continuing the same, without showing or proving any actual damage sustained by the Disclosing Party. Recipient acknowledges that this Agreement is made for the benefit of Recipient as well as for the benefit of the Disclosing Party and that money damages are inadequate to compensate the Disclosing Party for any breach of this Agreement. Nevertheless, in the event of such breach, the Disclosing Party shall, in addition to this injunctive relief, be entitled to all other remedies provided for by law including, but not limited to, an award of damages.
9. Officers, Employees and Managers. Recipient shall be completely responsible for maintaining the secrecy and confidentiality of the Confidential Information conveyed to Recipient in accordance with the terms of this Agreement and shall be responsible for the actions and activities of all of Recipient's and Recipient's affiliates' officers, employees and managers working with or otherwise having access to the Confidential Information.
10. No License. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyrights, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument. Neither party shall be obligated to engage in the commercialization of the concepts, projects or information exchanged hereunder.
11. Term. The obligations and restrictions of Recipient under this Agreement shall

continue for a period of three (3) years from the date of the last disclosure contemplated in this Agreement. This Agreement shall protect disclosures made two (2) years from the date first written above.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, excluding any conflict of law principles of the State of Iowa, which may require the application of the laws of another jurisdiction. The courts of the State of Iowa, the personal jurisdiction to which each of the parties to this Agreement voluntarily submits, shall have the exclusive jurisdiction to hear and decide any dispute or controversy concerning this Agreement.
13. Entire Agreement. This Agreement shall supersede and prevail over any other prior arrangements, either oral or written, as to the Confidential Information received under this Agreement. This Agreement constitutes the entire agreement between the parties relative to this subject matter and shall not be amended, except in a writing signed by both parties. Recipient may not assign or delegate its obligations arising under this Agreement.



IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date first above written.

Company: **City of Owatonna,**
a Government Entity organized in MN
By: _____

Its Authorized Representative

Print Name: _____

Title: _____

Date: _____

TPR Enterprises, LLC, d/b/a EcoEngineers

By: _____

Its Authorized Representative

Print Name: _____

Title: _____

Date: _____



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sandra Bera, Accounting Specialist
SUBJECT: Resolution 82-24 Authorize Contract for Purchases - Fame Awards

Purpose:

Council to approve Resolution 82-24 authorizing purchases from Fame Awards.

Background:

The City purchased recognition products from Fame Awards. Doug Voss, current Council Member At-Large for the City of Owatonna, owns this business. State Statute prohibits a City Council member from having a personal financial interest in a contract with the City unless it meets an exception included in the statute. By unanimous vote, the council may contract goods and services with an interested officer in certain enumerated situations, including “a contract for which competitive bids are *not* required by law.”

Competitive bids are not required for contracts less than \$100,000.00. When no competitive bid is required, these steps must be followed:

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

Budget Impact:

The amount of these purchases is \$338.00.

Staff Recommendation:

Staff recommends approval of Resolution 82-24.

Attachments:

1. Resolution 82-24 Contract - Fame Award Purchases

RESOLUTION NO. 82-24

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

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

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

WHEREAS, the contract in the sum of \$338.00 is not one that is required to be competitively bid; and

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

WHEREAS, the contract price of \$338.00 is as low as, or lower than, the price at which the goods can be obtained elsewhere at this time.

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

1. The City Clerk-Treasurer is directed to make the above-mentioned purchases on behalf of the City from Fame Awards for a price of \$338.00.
2. The Mayor and City Clerk-Treasurer are directed to issue an order-check to pay the claim upon the filing of an affidavit of official interest by the interested official pursuant to Minn. Stat. § 471.89.
3. This resolution is adopted pursuant to Minn. Stat. §§ 471.87-89.

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

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

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: School Resource Officer Agreement - Independent School District #761

Purpose:

To approve the School Resource Officer Agreement with School District 761.

Background:

The City/Police Department has maintained a long-standing agreement to provide two police officers (School Resource Officers, or SRO) to the District during the academic year. The School District agrees to reimburse the City \$89,730 per position for wages and benefits for the 2024-2025 academic year, a 5% increase from the previous contract year. In addition, the City also provides an SRO presence for special events and activities outside the normal school hours. As such, overtime reimbursement that is paid by the City that exceeds \$2,000 per SRO, is paid by the District. The overtime reimbursement for the 2023-2024 contract was \$3,706.89.

Budget Impact:

2024-2025 Revenue: \$179,460 plus overtime reimbursement.

Staff Recommendation:

Staff recommends the 2024-2025 SRO agreement.

Attachments:

1. Memorandum of Agreement
2. Agreement - School Resource Officers - ISD 761

MEMORANDUM OF AGREEMENT

OK - JAW
C/11/24

THIS AGREEMENT is made and entered into as of the date that all parties have signed the Agreement (the "Effective Date") by and between Independent School District No. 761, Owatonna, MN 55060 ("District") and the City of Owatonna ("City"), Owatonna, MN 55060.

The City, through the Owatonna Police Department (hereafter called "OPD"), desires and is able to provide to the District, resources and services which aid and assist the District in the administration of the District's school programs. In like fashion, the District, through the administration of its school programs, is able to afford OPD opportunity for OPD to provide its services to the community. The Officers shall not have school disciplinary authority or be considered educational service providers and are limited to provide police functions which include law enforcement duties. The Officers shall not be assigned as support staff, hall monitors, substitute teachers, or cafeteria attendants.

The City and District each wish to establish a mutually beneficial arrangement to achieve their common objectives and reduce their common understanding to writing. It is, therefore, agreed by the City and District as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of two (2) law enforcement officers from September 3, 2024 through June 6, 2025. The law enforcement officers shall service primarily Owatonna High School and Owatonna Middle School and shall be shared with other District sites as needed. The City shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of the City for the time period stated.
2. The officers shall be scheduled and assigned by OPD exclusively to school related issues and activities including, without limitation, general school liaison officer duties, life skills training/instruction assistance and such other programs and activities as the District may from time-to-time prescribe.
3. OPD will have the authority to hire and assign such officers for duty as contemplated in this Agreement. OPD will seek and consider recommendations of the District in the selection and assignment of officers.

4. The District and the City acknowledge and agree that the City law enforcement officers are not employees of the District and that the City or its agents will have the authority to bind the District or otherwise incur liability on behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privilege of any kind or nature to the City law enforcement officers including without limitation, insurance benefits, pension benefits or the like.
5. The law enforcement officers are not entitled to access private or confidential data maintained by the District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the law enforcement officers learn private student state or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than District employees who have a legitimate need to know such information, unless otherwise authorized by the law.
6. The District's sole authorized representatives on matters relating to this Agreement are Lori Volz, Director of Finance and Operations and Jeffrey Elstad, Superintendent unless the City is notified in writing of an additional or substitute representatives. Said Representatives shall have final authority for acceptance of the City's services as satisfactory and shall certify acceptance on each invoice submitted by the City. The City shall not rely on the directives or interpretations of any other individual as representing the District under this Agreement.
7. The City acknowledges and agrees that it and the law enforcement officers that are assigned to perform services under this Agreement shall comply with District policies and any amendments to those policies that are made during the term of this Agreement.
8. The City shall remain responsible for and shall provide workers' compensation insurance for the officers assigned hereunder. The City shall also provide as may be required by law, unemployment compensation coverage for the officers assigned hereunder. The City shall also maintain liability insurance coverage in amounts reasonably satisfactory to the District and City for the officers assigned hereunder and the City shall indemnify, defend and hold harmless the District from any and all claims

for bodily injury, death and property damage arising out of or alleged to arise out of the conduct and performance of the officers assigned hereunder.

9. The City shall at all times hereunder be responsible for the payment of wages or salary payable to the officers so assigned and shall be responsible for such withholdings therefrom as may be required by law or otherwise directed by such officers. The City shall also be responsible to provide all benefits which might be available to the officers as employees of the City.

10. In consideration of the full and complete performance of the agreed services in paragraph one hereof, the District agrees to compensate the City amounts equal to the following:

The District shall pay to the City for the services contracted for hereunder, such amounts as may be required to offset the actual cost of salary and benefits for the officer positions assigned hereunder; however, not to exceed the amount of \$89,730.27 annually for each full-time officer position.

The City shall invoice the District for the services performed bi-annually, and the District shall pay such invoice within thirty (30) days following receipt. The City invoices shall show for the City employee by name and title and the time period included for the billing period.

11. This is intended to be the entire Agreement between the City and the District with respect to the services contracted for hereunder and this Agreement shall not be modified, amended or otherwise altered unless in writing signed by both parties.
12. Overtime. SROs provide services to the District outside of the regular school hours for special events. Special events include after-hours security and police presence at school sporting events, prom, dances, activity nights, graduation, school board meetings and at other times upon request. The City agrees to continue to provide SROs for such special events and to absorb the cost of such overtime up to a cap of \$2,000 per SRO per the contract year. Any hours exceeding the cap will be billed back to the District once annually at the end of the school year.

City of Owatonna
Owatonna Police Department

Independent School District No. 761

By: _____

Chief of Police
City of Owatonna

By: _____

Director of Finance & Operations
Owatonna Public Schools

Date: _____

Date: _____

By: _____

City Administrator
City of Owatonna

Date: _____

AGREEMENT BETWEEN INDEPENDENT SCHOOL
DISTRICT NO. 761 AND CITY OF OWATONNA
FOR SCHOOL RESOURCE OFFICERS

THIS AGREEMENT is made this 19th day of December, 2023 by and between Independent School District No. 761, a Minnesota School District, (the "District") and the City of Owatonna, a Minnesota Municipal Corporation, (the "City").

RECITALS

1. The District and the City wish to continue to maintain their cooperative working relationship for the protection and safety of all students, staff, and citizens whether on school property or at District sponsored events and activities. The District and City further desire to continue their mutual effort to curb delinquency, crime, and substance abuse in the community. To promote these goals, the District and City, through the Owatonna Police Department ("OPD") agree as follows:

AGREEMENT

1. OPD agrees to continue the assignment of two (2) peace officers to serve as School Resource Officers, ("Officers" or "SROs") during the 2023-2024 school year.

2. The authority to provide the services of Officers in the District's schools is provided in Minn. Stat. § 126C.44.

3. The Officers shall be scheduled and assigned by OPD to serve exclusively at schools and school activities and otherwise as directed by the OPD to deter criminal activity and investigate alleged criminal activity, and to enforce all criminal laws.

4. The Officers shall operate under the direct administration and supervision of the OPD and will work in cooperation with the District Administrators. The Officers shall not have school disciplinary authority or be considered educational service providers and are limited to provide police functions which include law enforcement duties. The Officers shall not be used as support staff, hall monitors, building administrators, substitute teachers, or cafeteria attendants.

5. The District and City acknowledge that the Officers assigned to provide services in the schools are, and will continue to be, employees of the City. The Officers shall not become an agent or employee of the District by virtue of this Agreement and shall not make any representations to the contrary.

6. Each party shall be liable for the acts and omissions of its own officers, employees, and agents but not for the acts and omissions of the officers, employees and agents of the other party. The liability of both parties shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or other applicable law. Each party shall procure and maintain liability insurance to cover claims arising under this Agreement due to the acts and omissions of its officers, employees and agents.

7. City agrees to defend, indemnify and hold harmless the District against all claims, damages, losses, and expenses, including attorney's fees, arising out of City's performance under this Agreement but only to the extent caused in whole or in part by the City's negligent acts, errors, or omissions. District agrees to defend, indemnify and hold harmless the City against all claims, damages, losses, and expenses, including attorney's fees, arising out of District's performance under this Agreement but only to the extent caused in whole or in part the District's negligent acts, errors, or omissions, its officers, employees and agents.

8. The School Resource Officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless State or Federal law allows such access. The parties agree that all government data collected as a result of their duties under this Agreement shall be maintained in accordance with all applicable Federal, State, and local laws, rules and regulations governing government data including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Any sharing of data between the parties must be in accord with the law governing dissemination of data including specific laws governing the sharing of data on students and minors.

9. The City shall pay the Officers' wages and provide all benefits and insurance required by statute and by contract.

10. The District shall pay the City for the services of the Officers the amounts required to offset the actual cost of the Officers' salaries and benefits for the assigned Officer. However, such amount shall not exceed the sum of \$85,457.40 annually for each full-time Officer position.

11. Use of force by School Resource Officers. A school resource officer may use reasonably necessary force toward students under the circumstances enumerated in Minn. Stat. § 609.06, subd. 1(1). Those circumstances are when an Officer is: (a) effecting a lawful arrest; or (b) executing legal process; or (c) enforcing an order of the court; or (d) executing any other duty imposed upon the Officer by law.

12. Overtime. SROs provide services to the District outside of the regular school hours for special events. Special events include after-hours security and

police presence at school sporting events, prom, dances, activity nights, graduation, school board meetings and at other times upon request. The City agrees to continue to provide SROs for such special events and to absorb the cost of such overtime up to a cap of \$2,000 per SRO per the contract year. Any hours exceeding the cap will be billed back to the District once annually at the end of the school year.

13. Notice. Any notice, demand, request or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified postage prepaid and addressed as follows. If to the City, Attn: City Administrator, City of Owatonna, 540 West Hills Circle, Owatonna, MN 55060; email: kris.busse@ci.owatonna.mn.us. If to the District, Attn: Director of Finance & Operations, 515 West Bridge Street, Owatonna, MN 55060; email: _____.

Rhonda. moen@Owatonna.gov

14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purposed amendment shall not be effective unless it is set forth in writing, approved, and signed by both parties.

CITY OF OWATONNA

INDEPENDENT SCHOOL DISTRICT NO. 761

By: *Thomas A. Kuntz* *12-19-23*
Thomas A. Kuntz, Mayor Date

By: *[Signature]*
Director of Finance & Operations
Owatonna Public Schools

By: *Kris M. Busse*
Kris M. Busse, City Administrator Date

Date: *12-11-2023*



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Therapy and Counseling Services Agreement

Purpose:

This administration wish to enter into an agreement with local mental health professionals to provide services for police department personnel.

Background:

In 2020, the Police Department entered into an agreement with a police mental health service provider located in Bloomington, MN to provide on-site annual mental health check-ins for all staff and therapy sessions for staff needing post - critical incident care, stress debriefing or access to care at their discretion, limited to 6 sessions per officer, per year.

In 2024, the service provider has changed their business model and no longer provides on-site care for our employees. Recognizing the importance, value and convenience this program offers for police employees, this Administration has identified three (3) local therapists and qualified mental health counselors that specialize in and understand the nature of emergency service work and can continue this service for all staff at the same cost.

Budget Impact:

\$3,000.00 for Annual, mandatory Check-Ins

\$5,000.00 for additional therapy, counseling and staff education sessions (a projected and budgeted expense).

Total: \$8,000.00 annual expense

Staff Recommendation:

Staff recommends approval of the service agreement.

Attachments:

1. THERAPY AND COUNSULTING SERVICES AGREEMENT_redacted

THERAPY AND COUNSULTING SERVICES AGREEMENT

This agreement is made this August 1, 2024 ("Effective Date") by and between [REDACTED] LLC, [REDACTED] LLC and [REDACTED] LLC ("Service Provider") and the Owatonna Police Department in the State of Minnesota ("Customer").

RECITALS

- A. Service Provider is engaged in the business of providing professional mental health services to law enforcement officers and consulting with law enforcement on mental health wellness topics.
- B. Customer, for the benefit of its officers, their families and the community, desires to obtain mental health services for its law enforcement officers.
- C. Customer desires to engage Service Provider to provide the mental health services described in this Agreement and Service Provider is willing to provide such mental health services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the Service Provider and Customer agree as follows:

AGREEMENT

1. **Services to be Provided:** Service Provider agrees to provide Customer with professional mental health and consulting services as described in Exhibit A attached hereto (the "**Services**"). Service Provider will provide all Services in a manner consistent with the level of care and skill ordinarily exercised by professional providing similar services. Service Provider will, at all times, be free to exercise professional judgment and discretion regarding the provision of professional mental health services.
2. **Qualifications:**
 - a. [REDACTED] MA, LPCC, [REDACTED] LLC
 - b. [REDACTED] MSW, LICSW, LADC, [REDACTED] LLC
 - c. [REDACTED] MA, LPCC, [REDACTED] LLC
3. **Compensation:** As compensation for the Services, Customer will pay Service Provider the compensation set forth in Exhibit B attached hereto ("Compensation"). Service Provider will provide Customer with at least 30 days' written notice prior to the effective date of any fee changes.
4. **Invoices and Payment:** Service Provider will provide invoices to Customer by e-mail on the last day of each month or within the first 5 business ¹days of the following month for payment. Service Provider invoices will contain a description of the services provided, hours, rates, and amounts undertaken by the Service Provider during that billing period. Invoices will use a unique anonymous code known only to Service Provider for each officer to protect individual officers' identity. Service Provider will maintain client confidentiality at all times and nothing in this paragraph mandates disclosure of confidential or private data.

Customer will make payment to Service Provider via direct deposit whenever possible, within ten (10) days of receipt of the invoice. A check is also accepted when direct deposit is not an option.

5. **Term:** The term of this Agreement will begin on the Effective Date and last for a period of one (1) year. This Agreement will automatically renew for subsequent one (1) year terms unless either party gives the other party sixty (60) days notice of nonrenewal.
6. **Termination:** This Agreement may be terminated as follows:
 - a. Service Provider may terminate this Agreement in the event Customer fails to comply with any material term of this Agreement effective thirty (30) days after notice by Service Provider that Customer is not in compliance with such material term.
 - b. Customer may terminate this Agreement in the event Service Provider fails to comply with any material term of this Agreement effective thirty (30) days after notice by Customer that Service Provider is not in compliance with such material term.
 - c. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

In the event of a termination, Customer shall pay Service Provider for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Work Products and Ownership of Documents:** All records, information, materials, and other work products, including, but not limited to completed reports, drawings, plans, and specifications prepared and developed specifically at the request of Customer in direct connection with the provision of Services pursuant to this Agreement will become the property of Customer; but reproductions of such records, information, materials and other work products in whole or in part may be retained by Service Provider. Any and all records, information, materials and other work products, including, but not limited to reports, drawings, plans, and specifications developed by Service Provider for general use with Service Provider's clients or in Service Provider's business shall be and remain the property of Service Provider, regardless of whether they are used by Service Provider in fulfilling Service Provider's obligations under this Agreement. Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of Customer and all such documents shall remain the property of Service Provider or individual Clients. These obligations survived the termination of this Agreement.
8. **Publicity:** Both parties agree that any publicity including, but not limited to, press releases, social media postings, and written or oral statements to members of the news media regarding the Services Provider or the Customers is strictly prohibited. Both parties acknowledge and agree that due to the nature of the Services, publicity associated with the Services may have a detrimental effect on Service Provider's ability to effectively provide Services and achieve the desired officer wellness goals. These obligations survive the termination of this Agreement.
9. **Records/Inspection:** Pursuant to Minnesota Statute § 16C.05, subd. 5, Service Provider agrees that the books, financial records, financial documents, and accounting procedures and practices of Service Provider that are relevant to the contract or transaction are subject to examination by the Customer and the state auditor or legislative auditor for a minimum of six

years. Service Provider shall maintain such records for minimum of six years after final payment. These obligations survive the termination of this Agreement.

10. **Data Practices Act and Data Privacy Compliance:** Customer does not intend by this Agreement to delegate a government function to Service Provider and Service Provider agrees that it is not performing a government function. Service Provider agrees to administer any and all data provided to the Service Provider or created, collected, received, stored, used, maintained, or disseminated by Service Provider in fulfillment of this Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and the mandatory reporting obligations of Service Provider's licensed mental health professionals. Service Provider agrees to notify the Customer within five (5) business days if it receives a request for data under the MGDPA. This paragraph does not create a duty on the part of Service Provider to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.
11. **Insurance:** Service Provider will maintain professional liability insurance. Service Provider will provide Customer with copies of current certificates of insurance upon request.
12. **Subcontracting:** Customer acknowledges and agrees that Service Provider may provide Services through such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of Services required by this Agreement. Service Provider will ensure that all professional mental health services are provided by individuals holding appropriate professional licenses in the State of Minnesota.
13. **Payment of Subcontractors:** Service Provider agrees that it must pay any subcontractor within ten (10) days of its receipt of payment from the Customer for undisputed services provided by the subcontractor. Service Provider agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balances of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Service Provider must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
14. **Compliance with Laws:** Service Provider will exercise due professional care to provide Services in accordance with applicable federal, state, and local laws, rules, ordinances, and regulations in effect from time to time.
15. **No Discrimination:** Service Provider agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
16. **Exclusive Agreement:** Customer agrees that it is retaining Service Providers listed in this contract as the sole mental health care providers for its law enforcement officers for the duration of this Agreement. All employer-paid check-ins, therapy sessions, and mental health care will be provided by Service Provider. Any and all fitness for duty or other evaluations will be sought elsewhere as Service Provider are care providers and do not provide fitness for duty

evaluations.

An exception to this exclusive agreement includes relationships established with the OPD previous service provider, MR who will continue to provide services beyond the ½ hour check-in to staff that wish to continue that established relationship. MR is no longer the OPD primary MH provider for mandatory check-ins or other referrals, i.e. CI debriefs, new hires, as outlined in this contract.

17. **Relationship of the Parties:** For the purpose of this Agreement, the relationship of a party and its employees, agents and servants to the other party, its respective employees, agents and servants will be that of the independent contractors. Nothing in this agreement will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership or any other form of separate legal entity or organization.
18. **Authority:** The parties represent and warrant that, upon its execution, this Agreement will be binding upon each of them and enforceable in accordance with its terms.
19. **No Third-Party Beneficiaries:** Nothing in this agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this agreement on any person or entities other than the signatories hereto.
20. **Entire Agreement:** This Agreement, including any schedules, exhibits, amendments, or attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.
21. **Severability:** If any term, provision, or condition contained in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.
22. **Governing Law:** This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the State of Minnesota.
23. **Notices:** Any notices required to be given hereunder will be in writing and may be delivered personally or emailed to the following:

Service Providers:

- a. [REDACTED]
- b. [REDACTED]
- c. [REDACTED]

Customer:

Owatonna Police Department
Chief Jeff Mundale
204 E Pearl Street
Owatonna, MN 55060

24. **Waiver:** Waiver by a party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
25. **Amendment:** This Agreement may be amended only by mutual agreement in writing executed by the parties.
26. **Headings:** The headings contained in this Agreement have been inserted for the convenience reference only and will in no way define, limit, or affect the scope and intent of this Agreement.
27. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, Service Provider and Customer have caused this Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

Service Providers:

_____/_____/_____
Signature Date [Redacted] LLC

_____/_____/_____
Signature Date [Redacted] LLC

_____/_____/_____
Signature Date [Redacted] LLC

Customer:

_____/_____/_____
Signature Date Jeffrey E. Mundale, Chief of Police, OPD

_____/_____/_____
Signature Date Kris Busse, City Administrator, City of Owatonna

Exhibit A
Scope of Services

1. **Services:** Service Providers and Customer agree that the primary purpose and spirit of these Services are to address personnel mental wellness and to reduce barriers, including lack of access to culturally competent care provider, to mental health care for law enforcement officers. In furtherance of this goal, Service Provider will provide the following Services:
- a. **Therapy Sessions:** Service Provider will provide individual mental health therapy sessions ("Therapy Sessions") to law enforcement officers employed by Customer ("Clients").
 - i. **Number of Sessions:** Clients are eligible to receive up to six (6) Therapy Sessions per calendar year. If authorized by the Customer, Service Provider may provide more than six (6) Therapy Sessions when doing so will provide a significant benefit to the Client. Service Provider will request authorization for additional Therapy Sessions from Customer without sharing any identifying Client information.
 - ii. **Couples/Family Therapy Sessions:** If Service Provider and Client determine that it would be helpful to the Client to include the Client's significant other and/or

household family members in a Therapy Session, Service Provider may invite such individuals to join Client in the Therapy Session. In Service Provider's sole discretion, Service Provider may speak with Client's significant other individually as part of the Therapy Session.

- b. **Individual Critical Incident Follow Up Sessions.** Upon request of Customer, Service Provider will provide individual mental health therapy to Clients following critical incidents ("CI Sessions"). Customer will notify Service Provider of all Clients required to complete a CI Check-In. Service Provider will confirm Client attendance at CI Sessions, but CI Sessions are otherwise strictly confidential, and Service Provider will not share any substantive information with Customer. CI Sessions are not fitness for duty evaluations.
- c. **Mandatory Mental Health Check-Ins:** Service Provider will provide a mental health check-in ("MH Check-Ins") for each member of Customer's staff on an annual basis. Service Provider will also provide a mental health check-in to each of the Customer's new hires. Service Provider will confirm Client's attendance at MH Check-Ins, but MH Check-Ins are otherwise strictly confidential, and Service Provider will not share any substantive information with Customer.
- d. **On-Site and Consulting Services.** Service Provider will provide the following services as requested by Customer:
 - i. Telephone or in-person consultation services regarding mental health and wellness.
 - ii. Attendance at roll calls at the start of the program and as needed to introduce the program, answer questions, and provide information.
 - iii. Attendance at critical incident defusing or debriefings, when possible.
 - iv. In-person or remote presentations on mental health and wellness topics.

2. Logistics:

- a. **Contact Information:** Customer will email Service Provider's contact information to all Clients. Customer will also post Service Provider's contact information in conspicuous locations within the department.
- b. **Appointment Scheduling:** Customer will inform all Clients that they may sign up for a session using a google spreadsheet that will be created on an annual basis. Availability will be based on Service Provider schedules.
- c. **Location:** Unless otherwise agreed by the Service Provider and Customer, therapy sessions, CI Check-Ins and MH Check-Ins will occur at a mutually agreed upon location until a dedicated office space is available in 2025.
- d. **Urgent Requests:** Service Provider will use best efforts to accommodate urgent requests for appointments and other services provided under this Agreement as necessary to serve Client needs.

EXHIBIT B
2024 FEES

SERVICES	FEE
Therapy Sessions (individual or Couple/Family)	\$150 per hour per Service Provider
Critical Incident Follow-Up Session	\$150 per hour per Service Provider
MH Check-Ins • 53 minutes • 30 minutes	\$150 per Service Provider \$75 per Service Provider
Healthy Family Presentation (Up to 1 hour presentation, max 2 hours on site)	\$150 per hour per Service Provider
Peer Support Consultation/Group Defusing or Debriefing • Minimum of 2 hours for on-site services	\$150 per hour per Service Provider
Urgent/Outside of normal business hours fee	\$150 per hour per Service Provider

INDEPENDENT AUDIT REPORT

Chief Jeffrey Mundale
Owatonna Police Department
204 E. Pearl St.
Owatonna, MN 55060

Dear Chief Mundale:

An independent audit of the Owatonna Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on February 2, 2024. The objective of the audit was to verify Owatonna Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Owatonna Police Department is located in Steele County, Minnesota and employs thirty-five (35) peace officers. The Owatonna Police Department utilizes Visual Labs smartphone body-worn cameras and cloud-based evidence management storage. The audit covers the time period January 1, 2022, through December 31, 2023.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Owatonna Police Department BWC data is presumptively private. The Owatonna Police Department collected both public and private or nonpublic data during the audit period. Publicly classified data was the result of a use of force incident that resulted in substantial bodily harm. The Owatonna Police Department had no incidents of the discharge of a firearm by a peace officer, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Owatonna Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods for BWC data in Visual Labs. At the conclusion of a BWC recording, officers assign meta data, including a caption, tag, and retention period to the recording. Upon reaching its retention date, evidence is systematically deleted. Deletion/expiry date is captured in the audit log.

Randomly selected audit logs from Visual Labs were reviewed, and the date and time the data was created was verified against the retention and expiry date. Each of the records were accurately deleted or maintained in accordance with the record retention. The Owatonna Police Department had received no requests from data subjects to retain BWC data beyond the applicable retention period.

Police Captains and Sergeants monitor the proper assignment of meta data to ensure data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of an Owatonna Police Department Portable Recording System Data Release Form. During the audit period, the Owatonna Police Department had received no requests to view BWC data but did fulfill requests for copies of BWC video from data subjects. Data subjects who had not consented to release of the data were redacted. Requests for copies of BWC data are documented on an Excel spreadsheet, and a copy of the data request form is maintained in the case file.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and

maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Owatonna Police Department's BWC inventory consists of twenty-nine (29) devices. Inventory is maintained on an Excel spreadsheet.

The Owatonna Police Department's BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The Department's BWC policy requires officers to conduct a function test of their BWC at the beginning of each shift to make sure the device is operating properly. Peace officers noting a malfunction are required to promptly report the malfunction to their supervisor and complete necessary Fleet Maintenance or Information Technology Support requests.

Peace officers were trained on the use of BWCs by a Police Captain and Visual Labs. Newly hired officers are trained as part of their field training program.

Officers working on randomly selected dates, and randomly selected calls for service, were verified against the data stored in Visual Labs and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs. A comparison between the total number of BWC videos created per year to the total number of calls for service per year shows a consistent collection of BWC data. Reports produced from Visual Labs document the total count of videos created per officer and the total amount of BWC data created.

The Owatonna Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Visual Labs. BWC audio/video is fully deleted from Visual Labs upon reaching the scheduled expiration date. Meta data and audit logs are permanently maintained in Visual Labs. BWC data is available upon request, and access may be requested by submission of a Portable Recording System Data Release Form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Owatonna Police Department's BWC policy states that officers may use only Agency-issued portable recording devices in the performance of official duties for the Agency or when otherwise performing authorized law enforcement services as an employee of the Agency.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of

portable recording systems and in maintaining portable recording system data.

Supervisors conduct random reviews of BWC data to ensure BWC data is properly categorized and that BWCs are being utilized in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Visual Labs. Permissions are based on staff work assignments. Access to Visual Labs is password protected and requires dual authentication.

The agency's BWC policy governs access to BWC data. Agency personnel may access BWC data for legitimate law enforcement or data administration purposes only. Access to BWC data within Visual Labs requires users to enter a justification for the access, and access is captured in the audit log. The BWC policy states that unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

When BWC data is deleted from Visual Labs, its contents cannot be determined. The Owatonna Police Department has had no security breaches. A BCA CJIS security audit was conducted in June of 2023.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Owatonna Police Department's BWC policy allows for the sharing of data with other law enforcement agencies for legitimate law enforcement purposes only and for the sharing of data with prosecutors, courts and other criminal justice entities as provided by law. Agencies seeking access to BWC data submit a written request. The written request is maintained in the case file, and the release of data is documented on an Excel spreadsheet.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

The date and time portable recording system data was collected and deleted is accessible in Visual Labs. Both public and private or nonpublic BWC data was collected during the audit period. The Visual Labs Audit Log Report, an Excel spreadsheet, and the case file document how the data are used. The audit log is maintained in Visual Labs after deletion of BWC video.

The Visual Labs audit log documents each and every action taken from the creation of the recording to its deletion, as well as access of the audit log after BWC data has been deleted.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Visual Labs BWC data is stored in the Microsoft Azure Government Cloud. Microsoft and Visual Labs appears on the BCA Vendor Screening Program list of approved and screened vendors and are vetted in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The City of Owatonna solicited for public comment by media release on October 31, 2019. The Owatonna City Council held a public hearing at their November 19, 2019, meeting and approved the purchase of a body worn camera system. The body worn camera system was implemented December 16, 2019.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

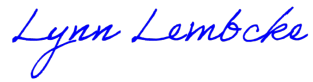
The Owatonna Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3 that were in effect prior to August 1, 2023, but does not include the additional requirements that became effective August 1, 2023. The BWC policy is posted on the agency's website.

Discrepancy noted.

This report was prepared exclusively for the City of Owatonna and Owatonna Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: June 23, 2024

Lynn Lembcke Consulting



Lynn Lembcke

OWATONNA POLICE DEPARTMENT MANUAL

PATROL PROCEDURE: 336

EFFECTIVE DATE: August 8, 2024

SUBJECT: PORTABLE RECORDING SYSTEMS

Purpose and Scope

The primary purpose of a portable recording system is to capture evidence arising from police-citizen encounters. The use of a portable recording device is intended to enhance the mission of the department by accurately capturing contacts between members of the department and the public. This policy sets forth guidelines governing the use of portable recording systems and the management, access, storage, retrieval, retention and the administering of the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

Authority

The provisions of this policy are subject to all applicable federal, state, and local laws.

Policy

It is the policy of the Owatonna Police Department (the “Agency”) to authorize and require the use of Agency-issued portable recording devices as set forth below, and to administer portable recording system data as provided by law.

Definitions

- A. **Portable Recording System:** Is a portable recording device as defined in Minn. Stat §13.825 subdivision 1(b)(1) as a device that is worn on an individual officer’s person that is capable of both video and audio recording of the officer’s activities and interactions with others or collecting digital multimedia evidence as part of an investigation. Because the body-worn camera (BWC) and mobile video recorder (MVR) work congruently to capture both audio and video data from the officer’s activity, the MVR is also part of and defined as a portable recording system.
- B. **Activate:** Any process that causes the portable recording system to transmit or store video or audio data in an active mode.
- C. **Adversarial:** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, shouting or body posturing. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

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- D. **Evidentiary Value:** means that the information may be useful as proof in a criminal prosecution, or that tends to show a suspect or the accused did not commit a criminal offense, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.
- E. **General Citizen Contact:** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a tow service, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- F. **Law Enforcement-Related Information:** Information captured or available for capture by use of a portable recording device that has evidentiary value because it documents events with respect to a stop, arrest, search, seizure, citation, or charging decision.
- G. **MGDPA or Data Practices Act:** The Minnesota Government Data Practices Act, Minnesota State Statute Chapter 13.
- H. **Official Duties:** For purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this Agency.
- I. **Records Retention Schedule:** The General Records Retention Schedule for Minnesota Cities and retention schedules set forth in this policy.
- J. **Redact:** means to blur video or mask audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.
- K. **System Administrator:** A Captain or other department designated supervisor, who assigns, tracks and maintains portable recording equipment, oversees needed repairs or replacement equipment through the vendor, controls user rights and access, and acts as a liaison with the vendor.
- L. **System Technician:** Personnel certified or trained in the operational use and repair of portable recording devices, duplicating methods, storage and retrieval methods and procedures, and who possess a working knowledge of audio forensics and evidentiary procedures.
- M. **Unintentionally Recorded Footage:** A video recording that results from an officer's inadvertence in operating the portable recording device, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, audio or video recordings while the officer(s) were engaged in conversations of unofficial, personal nature with the expectation that the conversation was not being recorded.

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Training

Users and supervisors of the portable recording systems shall complete a course of instruction prior to being deployed. This training shall be documented by the Agency.

Use and Documentation

- A. Officers shall operate and use portable recording devices consistent with this policy. Officers may use only Agency-issued portable recording devices in the performance of official duties for this Agency or when otherwise performing authorized law enforcement services as an employee of this Agency.
- B. The MVR and BWC must be used together to capture both audio and video evidence. These two portable recording devices may be linked together for device activation as a user preference.
- C. Upon going into service, each officer must login to each respective portable recording system, the BWC and MVR, under the assigned operator/user profile, conduct a function test, and when prompted, apply any necessary software updates.
- D. The Mobile Video Recorder (MVR) is mounted inside the police vehicle and designed to record whenever one of the following programmed triggers occur,
 - 1. When emergency lights are activated, or
 - 2. When the gun lock switch is activated, or
 - 3. When police vehicle speeds exceed 90 MPH, or
 - 4. When manually activated by the user
- E. It is the officer's responsibility to charge the BWC after each shift, and as necessary to maintain adequate battery power to sustain a shift. Officers noting a malfunction of the BWC or MVR shall promptly report the malfunction to their immediate supervisor and complete any necessary Fleet Maintenance or Information Technology Support requests. A spare or replacement BWC will be issued by the System Administrator as soon as practical.
- F. Officers must wear the BWC above the belt line of the torso, facing forward, in a location that will facilitate an optimum recording field of view. Officer may have to adjust mounting locations so that the BWC is not obstructed by other garments.
- G. Officers must document portable recording system use and non-use as follows:
 - 1. Whenever an officer makes a video recording, the existence of the recording shall be documented in an Incident report. Absent an Incident report, the officer shall make a notation on a Citation. Absent a Citation, the officer shall make note on the CAD Event disposition.
 - 2. A video or audio statement is not a replacement for a written report.
 - 3. Whenever an officer fails to record an activity that is required under this policy or captures only a part of the activity, the officer must document the circumstances and reasons for not

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recording in an Incident report. Supervisors shall review these reports and initiate any corrective action deemed necessary. Supervisors shall document the steps taken in writing.

Required Use of the Portable Recording System

- A. Officers shall initiate portable recording system recordings before engaging in the following law enforcement activities, but not limited to:
 - 1. Motor vehicle and pedestrian stops, emergency response, high-risk calls, vehicle pursuits, arrests, searches, suspect interviews and interrogations, and during any police/citizen contact that becomes adversarial.
 - a. However, officers are not required to activate their cameras when it would be unsafe, impossible, or impractical to do so that may cause harm to themselves or the public but shall activate the BWC and MVR as soon as possible. Such instances of not recording or delayed recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (G)(3) above.
 - 2. The officer shall record all transports (custodial and non-custodial) by manually activating the second seat camera of the MVR. If the MVR is non-functioning, the officer shall record all transports with the BWC.
 - 3. Once activated, the portable recording system should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value.
- B. Except as otherwise directed, officers have discretion to record or not record incidental citizen contacts.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded. However, if asked, officers shall clearly advise the citizens that he or she is or is not being recorded.
- D. Officers shall not intentionally obstruct the BWC or MVR audio or visual recording functionality to defeat the purposes of this policy.
- E. It is understood that video recordings captured by the portable recording device do not necessarily reflect the experience or state of mind of the individual employee(s). Moreover, the video recording has limitations and may depict events differently than the events recalled by the involved officer(s). It is also understood that portable recording systems may capture information that may not have been heard and/or observed by the involved employee(s).
- F. BWC recording perspectives must be considered with all other available evidence, such as officer statements, witness/suspect and other involved party statements, forensic information from the BWC and all other information when evaluating the recorded event.

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Other Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

- A. To use their portable recording device(s) to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value unless such recording is otherwise expressly prohibited.

Cessation of Recording

- A. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their portable recording device(s).
- B. Recording may be temporarily paused or muted to exchange information with other officers or during non-enforcement activities.
- C. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

Prohibited use of BWC

- A. Notwithstanding any other provision in this policy, officers shall not intentionally use their portable recording device(s) to record other Agency personnel during non-enforcement related activities, such as during shift briefing, break rooms, changing rooms, during supervisor-employee meetings, or other private conversations, unless a recording is authorized by the Chief of Police as part of an administrative or criminal investigation. Surreptitious recordings are governed under Special Order 02-1 of the policy and procedure manual.
- B. Officers are prohibited from using Agency-issued portable recording devices for personal use and are prohibited from making and/or disseminating personal copies of recordings created while on duty or while acting in their official capacity.
- C. There shall be no audio or video recordings made in any court of law, unless authorized by a judge (Minn. Court Rule 4, General Rules of Practice).
- D. Officers shall not record encounters with undercover officers or confidential informants, or during tactical briefings and debriefings.
- E. Officers need not record patients during medical or psychological evaluations by a clinician or similar professional during treatment, unless required for evidentiary purposes, or during adversarial encounters. When recording in hospitals and other medical facilities, officers shall be careful to avoid recording persons other than the suspect. If recordings are necessary, it is a best practice to use the voice recorder feature of the BWC.

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- F. Officers should not record while in a facility whose primary purpose is to provide psychiatric services unless responding to a call for service and the subject is still present and an adversarial encounter is likely.
- G. Officers shall use discretion when recording while inside jail facilities. If recordings are necessary, it is a best practice to use the voice recorder feature of the BWC.
- H. Officers shall try to avoid recording videos of persons who are nude or when sensitive human areas are exposed; however, to protect the officer's integrity, officers may continue recording.

Uploading Labeling Data

- A. Portable recording system data will automatically upload to the department approved storage location/cloud. Officers shall immediately report any data transfer problems to the System Technician or System Administrator. If the officer is involved in a critical incident or other law enforcement activity resulting in death or great bodily harm, a supervisor or other commanding officer shall take custody of the officer's BWC and assume responsibility for safeguarding the device and any digital evidence.
- B. Officers shall label the portable recording system data files with Tags and Captions at the time of video capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling category. Retention schedules are based on event types (Tags), therefore it is critical for each User to apply the proper event Tags; otherwise risk data being expired and purged. If more than one Tag applies, User's shall select the greater of the data classification retention periods.
- C. Labeling may be corrected or amended based on additional information by a ranking officer or their designee.

Data Retention

- A. All Users collecting, uploading portable recording system data, or uploading other data as evidence into the departments storage/cloud, are solely responsible to preserve and protect the duration of their respective evidentiary data by setting the retention period pursuant to the Records Retention Schedule listed in this policy.
- B. All portable recording system data, including general citizen contacts and erroneously recorded or non-evidentiary data, shall be retained for a minimum period of 90 days.
- C. Upon a written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- D. Certain kinds of BWC data must be maintained for a minimum period of one year. These are:

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1. Data that documents the accidental discharge of a firearm by a peace officer in the course of duty.
 2. Data that documents an incident resulting in a formal complaint against an officer. However, a longer retention period applies if the recording is relevant to an internal affairs investigation.
- E. Data determined to have evidentiary value in any internal affairs investigation must be retained for five years after separation of the employee who is the subject of the investigation.
- F. Data documenting the use of force by a peace officer that results in substantial bodily harm, or force that is of a sufficient type or degree to require supervisory review must be retained for a minimum period of 7 years.
- G. Portable recording system data that document a peace officer's use of deadly force must be maintained indefinitely.
- H. Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- I. Subject to Part C (above) all other portable recording footage that is classified as non-evidentiary or is not maintained for training shall be destroyed after 90 days.
- J. The Agency shall maintain an inventory of portable recording data having evidentiary value.
- K. The Records Retention Schedule provides that retention periods for cases that have been charged are based on the status of court proceedings. For uncharged offenses, retention is seven years or permanent in the case of homicides, criminal sexual conduct, and a peace officer's use of deadly force.
- L. The Agency will post this policy and the Records Retention Schedule on its website.

Event Type - Tags	Retention Period
1. Alarm	90 Days
2. Arrest	7 Years
3. Citation	3 Years
4. Crash Investigation	3 Years
5. Citizen Contact – Evidentiary	7 Years
6. Citizen Contact – Non-Evidentiary	90 Days
7. Confidential (UC/CRI/Mandated Reporter)	1 Year
8. CSC	Permanent
9. Death Investigation	Permanent
10. Medical	90 Days

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11. Test Recording	90 Days
12. Training	1 Year
13. Use of Force	7 Years
14. Warning	90 Days
15. Use of Deadly Force (no dedicated Tag)	Permanent

Management of Portable Recording System Data:

The System Administrator is responsible for:

- A. Logs reflecting BWC assignments, serial numbers/phone numbers, dates of issuance, and the officers to which each BWC was issued;
- B. Ensuring that portable recording system policies and procedures are current with best practices and current laws;
- C. Ordering of all BWC and MVR equipment; and
- D. Corrective action for non-functioning portable recording equipment.

The System Technician, or its designee, is responsible for:

- A. Retrieving, storing, and duplicating of all recorded media.
- B. Collecting all completed media for oversight. Once collected, the System Technician, or its designee, shall:
 1. Ensure it is stored in a secured location with authorized controlled access; and
 2. Make appropriate entries in the chain of custody log.
- C. Erasing of media:
 1. Pursuant to a court order; and/or
 2. In accordance with established records retention policies.
- E. Ensuring that an adequate supply storage space is available.

It may be necessary from time to time or upon the termination of the portable recording system vendor to move BWC and MVR media from cloud storage to a physical storage device and location to maintain the Records Retention Schedule. If such were to occur, the recorded media shall be treated as digital evidence and submitted in accordance with this department's property and evidence procedures. All recorded media hosted in cloud storage will be retained in compliance with the Records Retention Schedule unless a specific request is made to retain the data for a longer period of time.

Administering Access to Portable Recording System Data:

A. **Death resulting from force - Access to data by survivors and legal counsel.**

Notwithstanding any law to the contrary, when an individual dies as a result of a use of force by peace officer of this agency, all portable recording system data documenting the incident, redacted

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only as required by law, must be made available for inspection by any of the following individuals within five days of their request:

1. the deceased individual's next of kin;
2. the legal representative of the deceased individual's next of kin.
3. the other parent of the deceased individual's child.

The request may be denied if there is a compelling reason that inspection would interfere with an active investigation. If access is denied, the chief of police must provide a prompt, written denial to the requester with a short description of the compelling reason that access was denied. The written denial must also provide notice that relief may be sought from the district court pursuant to Minn. Stat. § 13.82, subd. 7.

B. Death resulting from force – release of data to the public.

1. When an individual dies as a result of force by an officer of this agency, all portable recording data documenting the incident, redacted only as required by law, must be released and classified as public within 14 days after the incident, unless the chief of police asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by Minn. Stat. § 13.82, subd. 7.

C. Data subjects. Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC and MVR data:

1. Any person or entity whose image or voice is documented in the data.
2. The officer who collected the data.
3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

D. Portable Recording System Data is presumptively private. Portable recording data are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

1. Portable recording data pertaining to people is presumed private, as is portable recording data pertaining to businesses or other entities.
2. Some portable recording data is classified as confidential (see E. below).
3. Some portable recording data is classified as public (see F. below).

E. Confidential data. Portable recording data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” and “public” classifications listed herein.

F. Public data. The following portable recording data is public:

1. Data that documents the final disposition of a disciplinary action against a public employee is classified as public without regard to any ongoing criminal investigation.

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2. The following data is public unless it is part of an active criminal investigation or is subject to more restrictive classification, i.e. protected identities under Minn. Stat. §13.82, subd. 17, should not be released.
 - a. Data that record, describe, or otherwise document actions and circumstances surrounding the use of force by a peace officer that results in substantial bodily harm, or the discharge of a firearm by a peace officer in the course of duty other than for training or the killing of an animal that is sick, injured, or dangerous.
 - b. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release - must be redacted. In addition, any data on undercover officers must be redacted.
3. The Agency will maintain the following records and documents relating to portable recording system use, which are classified as public data, §13.825 subdivision 5:
 - a. The total number of BWCs owned or maintained by the Agency;
 - b. A daily record of the total number of BWCs actually deployed and used by officers;
 - c. The total amount of recorded BWC data collected and maintained; and
 - d. This policy, together with the Records Retention Schedule.
4. However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains the classification with the greatest data protection. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

G. Access to portable recording system data by non-employees. Officers shall refer members of the media or public seeking access to portable recording data to the Records Division, who shall process the request in accordance with the Minnesota Government Data Practices Act (MGDPA) and other governing laws (see Addendum A of this policy). In particular:

1. An individual shall be allowed to review recorded portable recording data about him or herself and other data subjects in the recording, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.
 - b. To portions of the data that the Agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.
 - c. A supervisor may show a data subject BWC and/or MVR data, and only limited to data involving the data subject, if such viewing will dispel a complaint against an officer. Any copy of the data must be processed by the Records Division.
2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:
 - a. Data on other individuals in the recording who do not consent to the release must be redacted.
 - b. Data that would identify undercover officers must be redacted.

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- c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

H. Access by peace officers and law enforcement employees. No employee may have access to the Agency's portable recording data except for legitimate law enforcement or administration purposes:

- 1. Officers may access and view stored BWC and MVR video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.

If an officer is involved in a critical incident involving the use of deadly force or any incident that has caused or likely to cause serious bodily harm or death to any person, the following shall apply pursuant to General Order 227 (9):

- a. Based on current best practices, any officer or their attorney will not be permitted to view the video prior to providing a voluntary statement. However, the officer may view the video following the voluntary statement if they request to do so to assist in clarifying any portion of the voluntary statement.
- b. The viewing of the video will be limited to the incident captured on the officer's own BWC and MVR.
- 2. Except when authorized by law or within one's work assignment, Agency personnel are prohibited from accessing portable recording data for non-business reasons and shall not copy, save, transfer, share, post, transfer or disseminate in any form or manner outside the requirements of this policy.
- 3. Agency personnel shall document their reasons for accessing stored portable recording data at the time of each access.
- 4. Employees seeking access to portable recording data for non-business reasons may make a request for it in the same manner as any member of the public.
- 5. The "Remote Activation" feature may be used with supervisor approval. This feature allows authorized personnel to remotely activate the BWC and/or MVR in emergency or intelligence gathering situations where the remote activation would benefit officer safety or for crisis management events.
- 6. Personal computer equipment and software programs shall not be utilized when making copies of portable recording data. Using a secondary recording device such as a video camera, cell phone or other electronic device to record or capture portable recording data is strictly prohibited.

- I. Other authorized disclosures of data.** Officers may display portions of portable recording footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting

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against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

1. Portable recording data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
2. Portable recording data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

Data Security Safeguards

- A. Data security safeguards are to be used by the Agency in connection with the particular portable recording system technologies being employed through the portable recording vendor.
- B. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed, or used to access or view Agency BWC data unless specifically approved by the Chief of Police.
- C. Officers shall not intentionally edit, alter, or erase any portable recording data.
 1. After preserving any portable recording data of evidentiary value, officers are permitted to delete phone call logs and text messages imported into the BWC system.
- D. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this Agency shall obtain an independent biennial audit of its portable recording system program.

Agency Use of Data

- A. To ensure compliant to federal and state law and this policy, supervisors shall randomly audit portable recording data of each officer during each trimester review period to make recommendations for policy and/or procedures, to ensure compliance with this policy and to identify any performance areas in which additional training or coaching is required. This random audit must be documented and provided to the System Administrator who shall retain the audit pursuant to law.
- B. In addition, supervisors and other assigned personnel may access portable recording data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Nothing in this policy limits or prohibits the use of portable recording data as evidence of misconduct or as a basis for discipline subsequent to a signed complaint.
- D. Officers should contact a division commander to request using portable recording footage for department training purposes. Subject officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize portable

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recording data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

- E. Infractions (non-criminal) discovered during a routine review of recorded data should be viewed as training opportunities and not disciplinary actions. Recorded material may be used for disciplinary action in the event of a signed citizen complaint or concern of officer misconduct.

Compliance

Supervisors and the System Administrators shall monitor for compliance with this policy. Noncompliance may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

Jeffrey E. Mundale

From: Jeffrey E. Mundale
Sent: Friday, August 16, 2024 9:06 AM
To: rep.jamie.becker-finn@house.mn.gov; rep.peggy.scott@house.mn.gov;
rep.sandra.feist@house.mn.gov; rep.harry.niska@house.mn.gov;
sen.bonnie.westlin@senate.mn; sen.warren.limmer@senate.mn;
sen.eric.lucero@senate.mn; sen.erin.mayequade@senate.mn; sally.olson@lcc.leg.mn;
rep.kelly.moller@house.mn.gov; rep.paul.novotny@house.mn.gov;
sen.ron.latz@senate.mn
Subject: BWC Audit Report_Owatonna Police Department
Attachments: 2024 BWC Audit Report - Owatonna Police Department.pdf

To: Legislative Commission on Data Practices and Personal Data Privacy Commission
House Public Safety Finance and Policy
House Judiciary Finance and Civil Law
Senate Judiciary and Public Safety

Dear Minnesota House and Senate Members:

The Owatonna Police Department maintains a portable recording system (body-worn camera program). Pursuant to Minn. Stat. 13.825 subdivision 9, and as the chief law enforcement officer for the City of Owatonna, I have arranged for an independent, biennial audit to verify compliance with Minnesota statutes that govern such use. Additionally, I am required to provide each committee member having jurisdiction over data practices and public safety within 60 days.

The audit identified one discrepancy relating to our written policy that was out of date. Our policy has been updated and aligns with current statutes.

Attachment: Independent Audit Report

Respectfully,

Jeff Mundale

Chief of Police
Owatonna Police Department
204 E Pearl Street
Owatonna, MN 55060
Jeffrey.Mundale@ci.owatonna.mn.us
507.774.7202

RECAP:

\$	26,723.44	Central Farm Service - fleet fuel
	78,289.70	Crane Creek Asphalt - asphalt
	84,466.40	Innovative Masonry Restoration - masonry repair & tuckpointing pay est #1-2
	582,577.20	Legence Subsidiary Holdings LLC
		- Merrill Hall pay est #8 - \$570,000.00
		- Facility needs consulting \$12,577.20
	24,352.34	Mohs Contracting Inc - LEC generator upgrade pay est #5
	21,000.00	Moody's Investors Services Inc - 2024 bond rating
	30,381.10	Near North Title Group - lot split - Fiske purchase -1304 Mineral Springs Pkwy
	20,000.00	Owatonna Area Business Dev Center - EDA loan fees 2024
	731,058.38	Rice Lake Construction Group - WWTP expansion pay est #26
	49,438.89	Steve James Excavating Inc
		- overlay prep project pay est #1 - \$48,990.00
		- dirt, propane and right of way permit refunds \$448.89
	21,151.63	UKG Inc - Aug-Oct 2024 subscription fees; May-June 2024 usage overage fee
	23,507.07	W W Blacktopping Inc - hot mix overlay project
	<u>284,938.07</u>	OTHER EXPENDITURES
	<u><u>1,951,160.78</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
379246	08/13/24	AL SLINDE	440.18	0	Regular
379247	08/13/24	ALEXANDER LUMBER COMPANY	443.31	0	Regular
379248	08/13/24	ANHORN'S GAS & TIRE	1,474.06	0	Regular
379249	08/13/24	APG MEDIA OF SO MINNESOTA LLC	1,299.70	0	Regular
379250	08/13/24	AVFUEL CORPORATION	12,477.58	R	ACH
379251	08/13/24	BAKER & TAYLOR BOOKS	1,022.47	R	ACH
379252	08/13/24	BARRON'S	299.88	0	Regular
379253	08/13/24	BENJAMIN METCALF	12.87	0	Regular
379254	08/13/24	BROYHILL EQUIPMENT LLC	147.58	R	ACH
379255	08/13/24	CARQUEST	2,189.75	0	Regular
379256	08/13/24	CAVALIER COACHES INC	795.00	0	Regular
379257	08/13/24	CEDAR VALLEY SERVICES INC	663.78	R	ACH
379258	08/13/24	CEMSTONE CONCRETE MATERIAL LLC	1,082.25	0	Regular
379259	08/13/24	CEMSTONE PRODUCTS CO	160.67	0	Regular
379260	08/13/24	CENGAGE LEARNING INC/GALE	175.16	R	ACH
379261	08/13/24	CENTRAL FARM SERVICE	26,723.44	0	Regular
379262	08/13/24	CHARLOTTE DOWNHAM	50.00	0	Regular
379263	08/13/24	CINDY GREELEY	50.00	0	Regular
379264	08/13/24	CINDY PHILLIPS	387.91	0	Regular
379265	08/13/24	CITY OF ALBERT LEA	5,952.42	0	Regular
379266	08/13/24	CITY OF OWATONNA	5.00	0	Regular
379267	08/13/24	CLUB CAR LLC	975.00	0	Regular
379268	08/13/24	COALITION OF GREATER MN CITIES	1,080.00	0	Regular
379269	08/13/24	COLLEEN SLETTEN	50.00	0	Regular
379270	08/13/24	COURT SPORTS AND MORE	9,200.00	R	ACH
379271	08/13/24	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
379272	08/13/24	CRANE CREEK ASPHALT	78,289.70	R	ACH
379273	08/13/24	CULLIGAN OF OWATONNA	346.83	R	ACH
379274	08/13/24	CURT'S TRUCK & DIESEL SERVICE	184.56	R	ACH
379275	08/13/24	CUSTOM COMMUNICATIONS INC	180.00	0	Regular
379276	08/13/24	DAJ Enterprises LLC	868.00	R	ACH
379277	08/13/24	DELUXE	221.77	0	Regular
379278	08/13/24	DEMCO	81.94	0	Regular
379279	08/13/24	DLL FINANCE LLC	9,156.08	0	Regular
379280	08/13/24	EMPLOYEE STRATEGIES INC	10,397.93	R	ACH
379281	08/13/24	EXPRESS PRESSURE WASHERS INC	157.69	R	ACH
379282	08/13/24	FAME AWARDS	338.00	0	Regular
379283	08/13/24	FASTENAL COMPANY	44.19	R	ACH
379284	08/13/24	FIRST SUPPLY OWATONNA	736.08	R	ACH
379285	08/13/24	FOUR SEASONS ELECTRIC	1,634.07	R	ACH
379286	08/13/24	FROM THE GROUND UP LLC	90.00	R	ACH
379287	08/13/24	GENERAL TRAFFIC CONTROLS INC	7,778.00	R	ACH
379288	08/13/24	GOPHER/PLAY WITH A PURPOSE	2,141.60	R	ACH
379289	08/13/24	GRAINGER	106.28	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379290	08/13/24	GREAT PLAINS FIRE INC	66.00	0	Regular
379291	08/13/24	HAVELKA ENTERPRISE LLC	10,000.00	0	Regular
379292	08/13/24	HAWKINS INC	13,749.88	R	ACH
379293	08/13/24	HERITAGE CRYSTAL CLEAN LLC	827.45	0	Regular
379294	08/13/24	HILLYARD INC	409.35	0	Regular
379295	08/13/24	HUBER SUPPLY CO INC	115.21	0	Regular
379296	08/13/24	INNOVATIVE MASONRY RESTORATION	84,466.40	0	Regular
379297	08/13/24	INNOVATIVE OFFICE SOLUTIONS	306.47	0	Regular
379298	08/13/24	INSTY PRINTS	411.45	R	ACH
379299	08/13/24	JACOB HOLMAN	7,842.50	0	Regular
379300	08/13/24	JANET NOLAN	50.00	0	Regular
379301	08/13/24	JENI MCGEE	425.00	0	Regular
379302	08/13/24	JETTER CLEAN INC	300.00	R	ACH
379303	08/13/24	JOHN MCDERMOTT	50.00	0	Regular
379304	08/13/24	JUDY GIEFER	50.00	0	Regular
379305	08/13/24	JUST ONE MORE BAR	199.90	0	Regular
379306	08/13/24	KAREN COOPER	325.00	0	Regular
379307	08/13/24	KAY WAGNER	50.00	0	Regular
379308	08/13/24	KEEKER INC	150.99	R	ACH
379309	08/13/24	KELLY NICCUM	50.00	0	Regular
379310	08/13/24	KENDELL DOORS & HARDWARE INC	987.90	R	ACH
379311	08/13/24	KENNEDY & GRAVEN CHARTERED	361.00	0	Regular
379312	08/13/24	KIRI ANN FAUL	665.00	R	ACH
379313	08/13/24	KOWZ-FM	500.00	R	ACH
379314	08/13/24	KWIK TRIP INC	41.75	0	Regular
379315	08/13/24	L&D AG SERVICE	41.79	0	Regular
379316	08/13/24	LAWSON AUTOMOTIVE LLC	1,411.81	R	ACH
379317	08/13/24	LEAGUE OF MN CITIES INS TRUST	7,620.75	0	Regular
379318	08/13/24	LEGACY SIGNS INC	60.00	R	ACH
379319	08/13/24	LEGENCE SUBSIDIARY HOLDINGS LL	582,577.20	R	ACH
379320	08/13/24	MACQUEEN EQUIPMENT CO	289.49	R	ACH
379321	08/13/24	MANKE'S OUTDOOR EQUIP & APPL	177.98	R	ACH
379322	08/13/24	MARCO TECHNOLOGIES LLC	88.96	R	ACH
379323	08/13/24	MATTHEW R HOKANSON	1,140.22	R	ACH
379324	08/13/24	MAUREEN SPELTZ	50.00	0	Regular
379325	08/13/24	MCMASTER-CARR SUPPLY CO	41.24	R	ACH
379326	08/13/24	METRO SALES INC	1,067.99	0	Regular
379327	08/13/24	METRONET SYSTEMS HOLDINGS LLC	61.94	R	ACH
379328	08/13/24	MICHAEL A. OLDENBURG	372.00	0	Regular
379329	08/13/24	MID-AMERICAN RESEARCH CHEMICAL	736.78	0	Regular
379330	08/13/24	MIDWEST TAPE LLC	2,189.92	R	ACH
379331	08/13/24	MISSION COMMUNICATIONS LLC	371.40	R	ACH
379332	08/13/24	MN GOLF ASSOCIATION	360.00	0	Regular
379333	08/13/24	MN RECREATION & PARK ASSN	840.00	R	ACH
379334	08/13/24	MN UNEMPLOYMENT INS FUND	5.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379335	08/13/24	MN VALLEY TESTING LABS INC	812.25	R	ACH
379336	08/13/24	MOHS CONTRACTING INC	24,352.34	0	Regular
379337	08/13/24	MOODY'S INVESTORS SERVICE INC	21,000.00	R	ACH
379338	08/13/24	MRI SOFTWARE LLC	175.00	R	ACH
379339	08/13/24	MTI DISTRIBUTING INC	4,660.38	R	ACH
379340	08/13/24	MUNIPLATFORM	750.00	0	Regular
379341	08/13/24	NAPA AUTO PARTS	1,520.96	R	ACH
379342	08/13/24	NEAR NORTH TITLE GROUP	30,381.10	R	Wire Transfer
379343	08/13/24	OWATONNA AREA BUSINESS DEV CTR	20,000.00	0	Regular
379344	08/13/24	OWATONNA COUNTRY CLUB	471.00	0	Regular
379345	08/13/24	OWATONNA HEATING & COOLING INC	332.00	0	Regular
379346	08/13/24	OWATONNA MOTOR COMPANY	8,202.60	0	Regular
379347	08/13/24	OWATONNA PUBLIC UTILITIES	2,697.46	R	ACH
379348	08/13/24	OWATONNA RENT N SAVE	140.40	0	Regular
379349	08/13/24	OWATONNA SOFTBALL ASSN	3,150.00	0	Regular
379350	08/13/24	OWT HARDWARE	647.33	0	Regular
379351	08/13/24	PEPSI COLA OF ROCHESTER	1,848.00	0	Regular
379352	08/13/24	PIONEER MANUFACTURING COMPANY	122.65	R	ACH
379353	08/13/24	PLAISTED COMPANIES INC	1,388.07	0	Regular
379354	08/13/24	PLASTIC FULLFILLMENT INC	1,061.04	0	Regular
379355	08/13/24	PLUNKETT'S PEST CONTROL INC	394.75	R	ACH
379356	08/13/24	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
379357	08/13/24	PROHASKI CHRIS	7,203.45	R	ACH
379358	08/13/24	RCM SPECIALTIES	1,749.45	0	Regular
379359	08/13/24	RDO EQUIPMENT CO	2,592.14	R	ACH
379360	08/13/24	RDO EQUIPMENT CO	6,006.00	R	ACH
379361	08/13/24	REINDERS INC	5,009.42	R	ACH
379362	08/13/24	RENT N SAVE PORTABLE SERVICES	3,172.00	R	ACH
379363	08/13/24	RICE COUNTY HRA MANAGEMENT	594.25	0	Regular
379364	08/13/24	RICE LAKE CONSTRUCTION GROUP	731,058.38	R	ACH
379365	08/13/24	SCHILLING SUPPLY CO	563.91	R	ACH
379366	08/13/24	SCHOLASTIC INC	3,089.25	R	ACH
379367	08/13/24	SCHROM CONSTRUCTION	2,500.00	0	Regular
379368	08/13/24	SELCO	2,371.46	R	ACH
379369	08/13/24	SENIORPLACE INC	222.00	0	Regular
379370	08/13/24	SHERWIN WILLIAMS COMPANY	738.39	0	Regular
379371	08/13/24	SHI INTERNATIONAL CORP	137.79	0	Regular
379372	08/13/24	SIGN PRO OF OWATONNA	86.00	0	Regular
379373	08/13/24	SONYA DAVID	48.32	0	Regular
379374	08/13/24	SPHERION STAFFING LLC	3,793.70	0	Regular
379375	08/13/24	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
379376	08/13/24	STATE INDUSTRIAL PRODUCTS	589.75	R	ACH
379377	08/13/24	STEELE CO HISTORICAL SOCIETY	5,000.00	0	Regular
379378	08/13/24	STEELE COUNTY SHERIFF	5,290.20	0	Regular
379379	08/13/24	STEELE COUNTY TREASURER	9,208.33	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379380	08/13/24	STEVE JAMES EXCAVATING INC	49,438.89	R	ACH
379381	08/13/24	STEWART COMPANIES INC	65.71	0	Regular
379382	08/13/24	STEWART DENISE	258.15	0	Regular
379383	08/13/24	STEWART SANITATION	2,040.24	0	Regular
379384	08/13/24	SURGICALLY CLEAN AIR	2,860.00	R	ACH
379385	08/13/24	THOMPSON SANITATION INC	236.40	R	ACH
379386	08/13/24	TJD REPAIR & SERVICE	77.53	0	Regular
379387	08/13/24	TOREY'S RESTAURANT & BAR	2,463.45	0	Regular
379388	08/13/24	TRI M GRAPHICS	2,801.66	R	ACH
379389	08/13/24	UKG INC	21,151.63	R	ACH
379390	08/13/24	UNITED WAY	100.00	0	Regular
379391	08/13/24	US BANK	275.00	0	Regular
379392	08/13/24	USABUEBOOK	2,265.79	R	ACH
379393	08/13/24	UTILITY CONSULTANTS INC	2,147.43	R	ACH
379394	08/13/24	VAN METER INC	4,435.10	0	Regular
379395	08/13/24	VAULT HEALTH	83.19	0	Regular
379396	08/13/24	VERIZON WIRELESS	445.40	0	Regular
379397	08/13/24	VERSATERM PUBLIC SAFETY US INC	420.00	0	Regular
379398	08/13/24	VESTIS FIRST AID	306.94	0	Regular
379399	08/13/24	VESTIS GROUP INC	577.53	0	Regular
379400	08/13/24	VICKI REICHL	50.00	0	Regular
379401	08/13/24	W W BLACKTOPPING INC	23,507.07	0	Regular
379402	08/13/24	WALBRAN & FURNESS CHARTERED	10,252.20	R	ACH
379403	08/13/24	WEST PUBLISHING CORPORATION	610.50	R	ACH
379404	08/13/24	WHKS & CO	316.00	R	ACH
379405	08/13/24	YOUTH 1ST INC	500.00	0	Regular

90	Checks total:	296,656.09
69	ACH total:	1,624,123.59
0	EFTPS total:	
1	Wire transfer total:	30,381.10
0	Payment Manager total:	
160	GRAND TOTALS	1,951,160.78



CITY OF
OWATONNA

Ordinances



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: First Reading Proposed Ordinance 24-4 Oak Hill Planned Use Development

Purpose:

Approve the First Reading of the Ordinance regarding RZ-8, a request to rezone property from B-2, Community Business District to PUD, Planned Unit Development for the Owatonna Hope Center at 134 Southview Street SW.

Background:

See Staff Report attached.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission and plan for the second/final reading of Proposed Ordinance 24-4 during the next City Council Meeting on September 3, 2024.

Attachments:

1. Proposed Ordinance 24-4 Oak Hill PUD
2. Staff Report - RZ-8 Oak Hill PUD

Proposed Ordinance No. 24-4
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application No. RZ-8 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held August 13, 2024, said application is hereby approved and the zone classification is hereby changed from B-2, Community Business District to PUD, Planned Unit Development for the following described property:

To be platted as Lot 1, Block 1, Oak Hill Addition, Steele County, Minnesota.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication.

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

Aye:

No:

Absent:

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

August 8, 2024

To: Planning Commission

From: Community Development Department

RE: Application No. RZ-8, by Jolayne Mohs, on behalf of Owatonna Hope Center Inc, a request for a zone change from B-2, Community Business District to PUD, Planned Unit Development for the purposes of opening a multi-use facility including shelters, clinics, offices and other spaces for the property located at 134 Southview Street SW.

Application Review:

Applicant: Jolayne Mohs

Owner: Owatonna Hope Center, Inc

Legal Description: To be platted as Lot 1, Block 1, Oak Hill Addition

Existing Zoning: B-2, Community Business District

Existing Land Use: The property was most recently occupied by Mayo Clinic and Healthfinders

Adjacent Zoning & Land Uses: North: Commercial Use zoned B-2

South: Residential uses zoned R-3

East: Ambulance Garage zoned RB

West: Residential uses zoned R-1

Report Attachments:

1. Application Materials
2. Location Maps

Proposed Development:

- ◆ Application No. RZ-8, by Jolayne Mohs, on behalf of Owatonna Hope Center Inc, a request for a zone change from B-2, Community Business District to PUD, Planned Unit Development for the purposes of opening a multi-use facility including shelters, clinics, offices and other spaces for the property located at 134 Southview Street SW.
- ◆ The proposed Hope Centers goal is to provide a home for a number of non-profit agencies in one location as well as temporary housing facilities for those in need.
- ◆ The request for the PUD is for allow this combination of uses into one facility.
- ◆ The following are the proposed uses for the project at this time:
 - Health Finders
 - Mary & Martha's Place
 - Furnishing Hope

- o Rachel's Light
 - o Community Pathways
 - o Workforce Development
- ◆ All of these uses will have shared facilities in the building but will be in separate spaces. This will allow for efficiencies with clients and ease of accessing all services.
- ◆ The short-term housing programs will have secure entrances, exits and be staffed 24 hours a day. Women/children will locate in one program area that has up to 17 beds. The family program will be located in a different area with secure entrances, exits and be staffed 24 hours a day with the potential of up to 20 beds. The current programming (Rachel's Light) has an average length of stay of 4 months. Rachel's Light will continue the same programming in the new location. All residents are there on a voluntary basis and must be referred to the program by county or other non-profit agencies. Background checks are required, there are chemical health, mental health and employment requirements for each individual. If an individual or family chooses not to work the program that has been designed for them or violates the rules, they will not be allowed to continue staying at the facility.
- ◆ Health Finders Collaborative, a satellite location for Community Pathways that will be staffed at the front entrance of the building and provide a welcome desk for guests of the building. There will be office space that is designated for non-profits that are focused directly on serving out community members that are the most at risk. This area will provide 'typical' business hours, outside of typical business hours the main entrance will be locked.
- ◆ Furnishing Hope and Beds for Kids will be using the large space with the loading dock. The loading dock will allow for furniture and beds to be moved in and out easily.
- ◆ The basement will be used for storage only.
- ◆ Parking and access for the facility will not change. The main parking lot contains 108 parking stalls and the accessory lot in the SW corner contains around 20 stalls. ADA stalls will be reviewed with this project to make sure they are appropriate and in compliance and meet the needs of the facility.
- ◆ There are no major changes proposed on the exterior of the property.
- ◆ Wall signage is anticipated for the facility. All signs will need to meet the B-2 standards.
- ◆ The applicant held a neighborhood meeting to inform the neighbors about what was being proposed with the project.

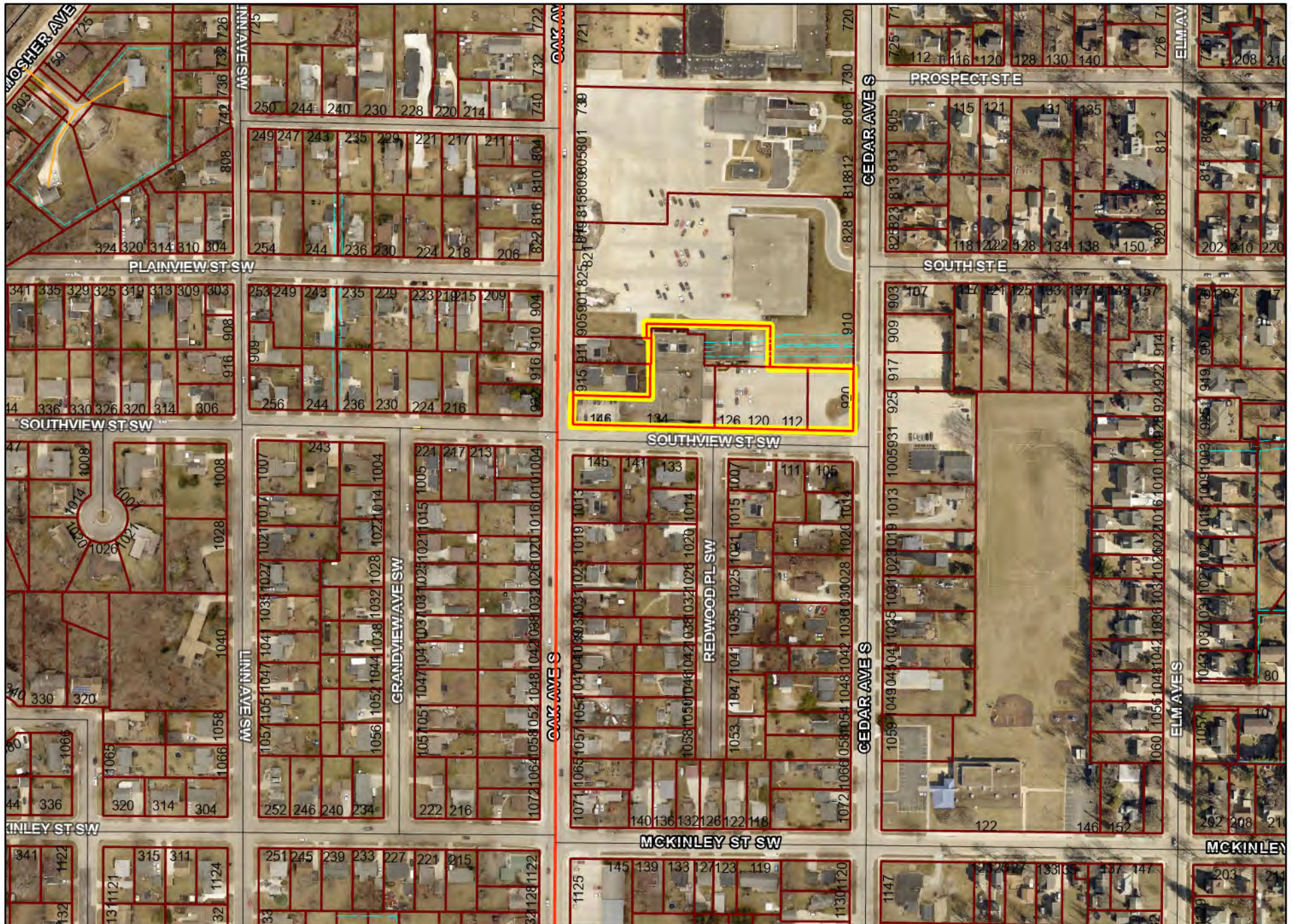
Staff Review:

Staff feels that the proposed overlay rezoning would fit in with the surroundings and the desired use of this property as designated within the Owatonna Development Plan. Staff is recommending approval of the rezoning property from B-2, Community Business District to PUD, Planned Unit Development for the purposes of providing a multi-use facility including shelters, clinics, offices and other spaces for the property located at 134 Southview Street SW.

Planning Commission:

Application No. RZ-8, by Jolayne Mohs, on behalf of Owatonna Hope Center, Inc., a request for a zone change from B-2, Community Business District, to PUD, Planned Unit Development, for

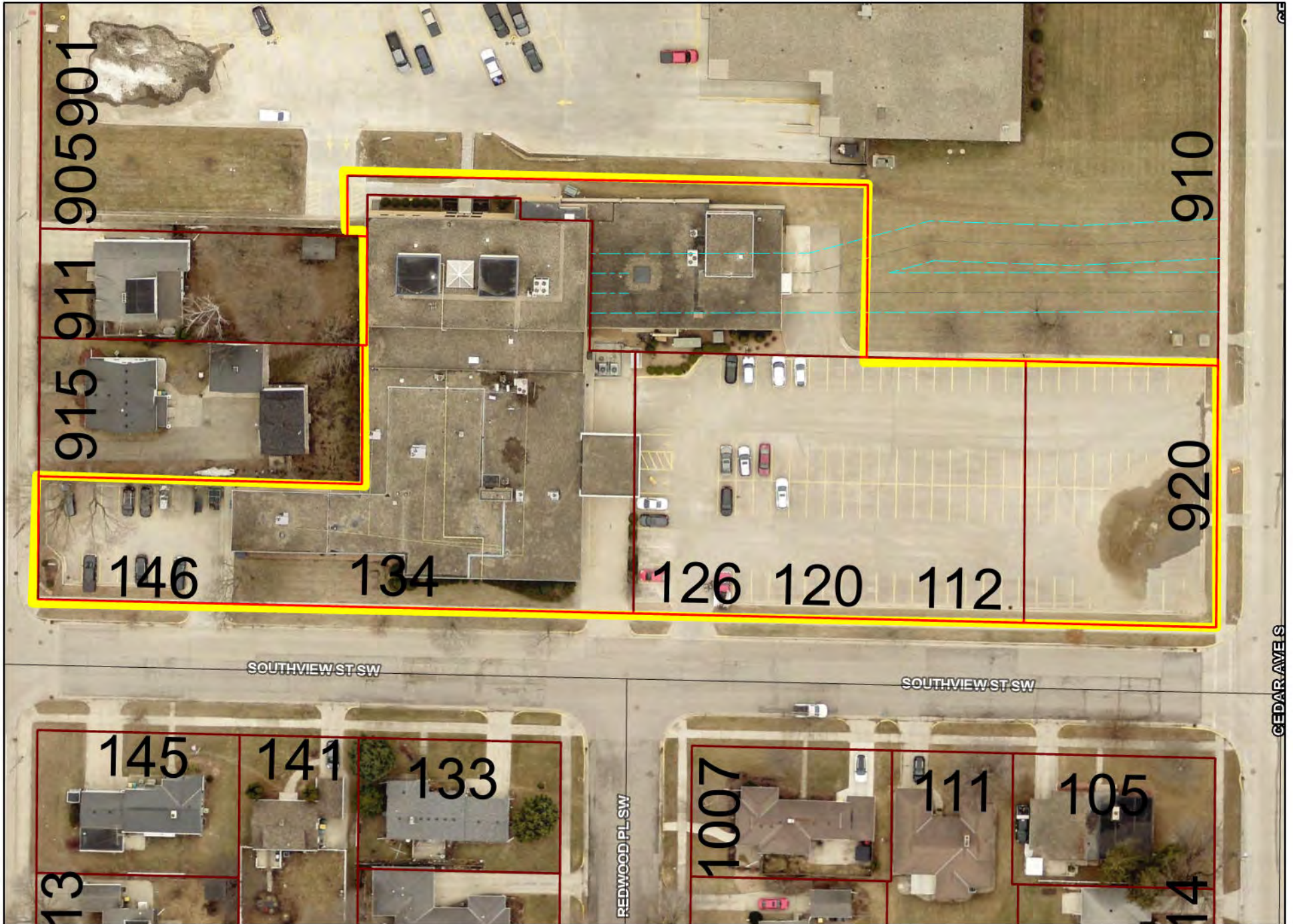
the purposes of opening a multi-use facility including shelters, clinics, offices, and other spaces for the property located at 134 Southview Street SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:07 pm. John Oberstein, 1013 Cedar Avenue South, said that he lives in the first house south of the Mayo Clinic ambulance services on the same side of the road. He said that he's not against this project at all—it's something that is needed in this community and he commended Jolayne on taking this responsibility on. He said he had a couple of things he'd like to comment on. First, Block 1, Lot 1 is the parking lot. There is nothing mention in the zoning for a change to the parking lot. He said it looks like it would be wide open for a multi-level apartment building. He said he doesn't want that in their neighborhood and doesn't feel it would fit in their neighborhood. He said he'd be totally against that. Second, he is wondering, because this is a nonprofit organization, whether this property will be tax exempt from property taxes payable to the City of Owatonna. He's gotten two or three different answers on that and would like clarification. Jolayne Mohs said they had a neighborhood meeting last week. Overall, it went well. Neighbors had typical and realistic concerns and questions about how it will be run and organized. John Oberstein added that Jolayne handled that meeting very well. Public hearing closed at 5:11 pm. Kruschke said, starting with the first comment regarding the parking lot, the next request it to plat this into one lot. What the Planned Unit Development (PUD) zoning does is allow for this nonprofit use. Anything else outside of that use—apartment, addition, gas station, etc.—would require that to come back through this process as an amendment. This PUD allows for this conglomeration of uses but makes it more difficult to change things long term. As far as the tax situation, this middle area was a portion of the Fareway Tax Increment Financing (TIF) district. When the old hospital was demolished, there were incentives given by the City, and a portion was given to Mayo Clinic. As part of this transfer of this property to the Hope Center group, Mayo Clinic rescinded the TIF and put everything back on the tax rolls knowing that when this comes forward, it would be a nonprofit group. The intent is that there would be no taxes generated on this property, thus the TIF wouldn't be able to work. The City Council approved the transfer of property about six months ago. Eickhoff asked if any of the uses that, had they been separate, wouldn't have been allowed. Kruschke said shelter uses in a business district are difficult as they are essentially dormitories with shared kitchen and bath facilities. Those were a little difficult with the ordinance. There were some things legislatively that were happening in the session that would have exempted shelters in business districts, but that wasn't included in any of the bills that went forward. We still have the clinic and warehouse uses that are more difficult to blend in. This unique combination of uses, although it works in this situation, is difficult with our ordinances. This PUD solves all of that. Eickhoff said that he appreciates reusing old buildings. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of the rezoning property from B-2, Community Business District, to PUD, Planned Unit Development, for the purposes of providing a multi-use facility including shelters, clinics, offices, and other spaces for the property located at 134 Southview Street SW. All Commissioners voting Aye, the motion carried.



Owatonna Hope Center / Oak Hill Addition
134 Southview Street SW

1:3,260

Date: 7/29/2024
Page 113 of 189



Owatonna Hope Center / Oak Hill Addition
134 Southview Street SW

1:775

Date: 7/29/2024
Page 114 of 189

PRELIMINARY PLAT OF OAK HILL ADDITION

PART OF OWATONNA CLINIC ADDITION AND FAREWAY STORES ADDITION
OWATONNA, MINNESOTA

LEGEND

—848—	= EXISTING ELEVATION CONTOUR LINE
●	= Catch Basin
E	= Electric
⚡	= Fire hydrant
G	= Gas Main
⌵	= Guy Anchor
☆	= Light Pole
OH	= Overhead
⚡	= Power Pole
RCP	= Reinforced Concrete Pipe
⌵	= Telephone Pedestal
T	= Telephone
W	= Water Main

OWNER INFORMATION

OWATONNA HOPE CENTER
C/O JOLAYNE MOHS
4160 15H AVE NE
OWATONNA, MN 55060
507-456-7013
JOLAYNEM@TLCOWATONNA.ORG

LAND SURVEYOR

JONES HAUGH, & SMITH, INC.
SCOTT A. TUCHTENHAGEN
415 WEST NORTH STREET
OWATONNA, MN 55060
507-451-4598
SCOTT@JHSENG.COM

ZONING

EXISTING ZONE: B-2 COMMERCIAL BUSINESS

SETBACKS:
ZONE: 30'
REAR: 20'
SIDE: 10'

PROPOSED ZONE: PUD

SETBACKS: MATCH EXISTING

EXISTING LEGAL DESCRIPTION

LOTS 2, 3, AND 4, BLOCK 1, OWATONNA CLINIC ADDITION

AND

LOT 3, BLOCK 1, FAREWAY STORES ADDITION

UTILITIES NOTE:

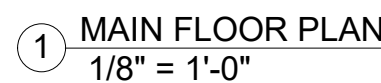
WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU DIGITAL RECORDS

PROJECT NOTE:

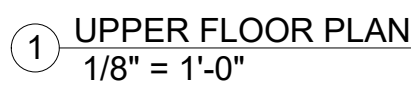
NO EXTERNAL IMPROVEMENTS TO THE SITE ARE INTENDED.
PLATTING REQUESTED FOR ADMINISTRATIVE COMBINATION OF LOTS PLATTED PER OWATONNA CLINIC ADDITION AND FAREWAY STORES ADDITION AND FOR THE REQUESTED USE.



1. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE OWNER EACH AND EVERY CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PROCEDURES, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THEIR WORK.
2. THE GENERAL CONTRACTOR SHALL FILE FOR AND OBTAIN ALL NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FROM THE LOCAL BUILDING OFFICIALS.
3. ALL EQUIPMENT SHOWN AS DASHED BY THE OWNER. ELECTRICAL CONTRACTOR TO VERIFY POWER REQUIREMENTS FOR OWNERS EQUIPMENT. MECHANICAL CONTRACTOR TO VERIFY HEATING AND HVAC REQUIREMENTS OF OWNERS EQUIP.
4. REFER TO THE MECHANICAL, ELECTRICAL, DRAWINGS FOR ADDITIONAL WORK REQUIRED UNDER THIS CONTRACT.
5. THE GENERAL CONTRACTOR AND/OR MECHANICAL CONTRACTOR SHALL COORDINATE ALL MECHANICAL WORK WITH THE ELECTRICAL REPRESENTATIVE AND ALL OTHER TRADES.
6. THE GENERAL CONTRACTOR AND/OR ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL WORK WITH THE MECHANICAL REPRESENTATIVE AND ALL OTHER TRADES.



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2. THE GENERAL CONTRACTOR SHALL FILE FOR AND OBTAIN ALL NECESSARY PERMITS AND CERTIFICATES OF SATISFACTORY COMPLETION AND CERTIFICATES OF OCCUPANCY FROM THE LOCAL BUILDING OFFICIALS.
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NOT
FOR
CONSTRUCTION

3/21/2024

NUMBER DATE

OAKHILL COMMUNITY CONNECTIONS

OWATONNA
MINNESOTA

PROJECT NUMBER	24-001
DATE	3/21/2024
DRAWN BY	Author
CHECKED BY	Checker
ISSUE/REVISION HISTORY	

No.	ISSUED FOR	DATE

MAIN FLOOR PLAN IN
COLOR

SHEET NUMBER

A1.2

© 2020 CRW architecture + design group



① MAIN FLOOR PLAN IN COLOR
1/8" = 1'-0"

DEPARTMENT LEGEND
RACHEL'S LIGHT
SOUTH CENTER HUMAN RELATION
SHARING SPACE
HOSPITALITY HOUSE



1 UPPER FLOOR PLAN IN COLOR
1/8" = 1'-0"

NOT
FOR
CONSTRUCTION

3/21/2024
NUMBER DATE

OAKHILL COMMUNITY CONNECTIONS

OWATONNA
MINNESOTA

PROJECT NUMBER	24-001
DATE	3/21/2024
DRAWN BY	Author
CHECKED BY	Checker
ISSUE/REVISION HISTORY	

No.	ISSUED FOR	DATE

UPPER FLOOR PLAN IN
COLOR
SHEET NUMBER

A1.3
OF SHEETS

Owatonna Hope Center Project Narratvie

Owatonna Hope Center (dba: Oak Hill Community Connections) will be the co-location for the following services that are focused on meeting our community needs:

Two short-term housing programs. One program focused on supporting women and children that are experiencing homelessness. The second program will be focused on supporting families that are experiencing homelessness. Commercial and office space will be utilized by HealthFinders (providing medical, dental, and behavioral health care), Community Pathways will have a satellite office space, along with multiple community partners that are serving the needs of our community members that are living on life's margins. This facility will be a secure facility with business hours and the short-term housing programs will be staffed 24 hours a day.



CITY OF
OWATONNA

Resolutions



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 83-24 Oak Hill Preliminary Plat

Purpose:

Approve Resolution 83-24 regarding the Preliminary Plat of Oak Hill Addition.

Background:

See Staff Report Attached.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 83-24 Preliminary Plat - Oak Hill Addition
2. Staff Report - Oak Hill Addition

RESOLUTION NO. 83-24

A RESOLUTION APPROVING PRELIMINARY
PLAT OF OAK HILL ADDITION

WHEREAS, on August 20, 2024, the City Council accepted and approved the preliminary plat of Oak Hill Addition 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 approved within one year of the date of approval of the preliminary plat.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - c) The easement OPU has requested shall be designated on the final plat.
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 ____ day of _____, 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

August 7, 2024

To: Planning Commission
From: Community Development Department
RE: Preliminary Plat of Oak Hill Addition.

Background

Jolayne Mohs, on behalf of Owatonna Hope Center, Inc., a request for preliminary plat of Oak Hill Addition, a one lot commercial plat. The property is currently the remainder of the former hospital and clinic and is proposed to be used as a facility offering shelter services, clinic services as well as non-profit office space along with associated parking.

The goal of the plat is to combine the existing four parcels that lie within two different plats into one plat and one lot. This will clean up the title of the property as also remove the property lines from the interior of the existing building.

New perimeter drainage and utility easements will also be dedicated with this plat. This will help accommodate some existing utilities. Owatonna Public Utilities has also requested a new utility easement to be dedicated around the east and northerly sides of the building to accommodate relocation of the neighborhood feeder line that currently runs under the building.

Application Review:

Applicant/Owner:	Jolayne Mohs / Owatonna Hope Center Inc
Location of Property:	134 Southview Street SW
Existing Zoning:	Requested to rezone to PUD
Existing Land Use:	The land is currently office and clinic space.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Application Letter

Proposed Development:

Size of Subdivision:	2.05± acres
Number of Lots:	Multiple commercial lots being platted into one
Lot Configuration:	The lot is irregular in shape.
Street Pattern:	The street pattern will not change from what exists today.
Services:	Services are existing.

Timing/Financing of Development:

The applicant is hoping to record the final plat and begin the construction in the near future.

Outstanding Assessments:

None

Floodplain:

None

Wetlands:

None

Storm Water Drainage:

No changes proposed.

Easements:

The applicant is proposing to dedicate a 10' utility easement along the perimeter of the plat where possible. An additional easement is being required by OPU for electrical relocation.

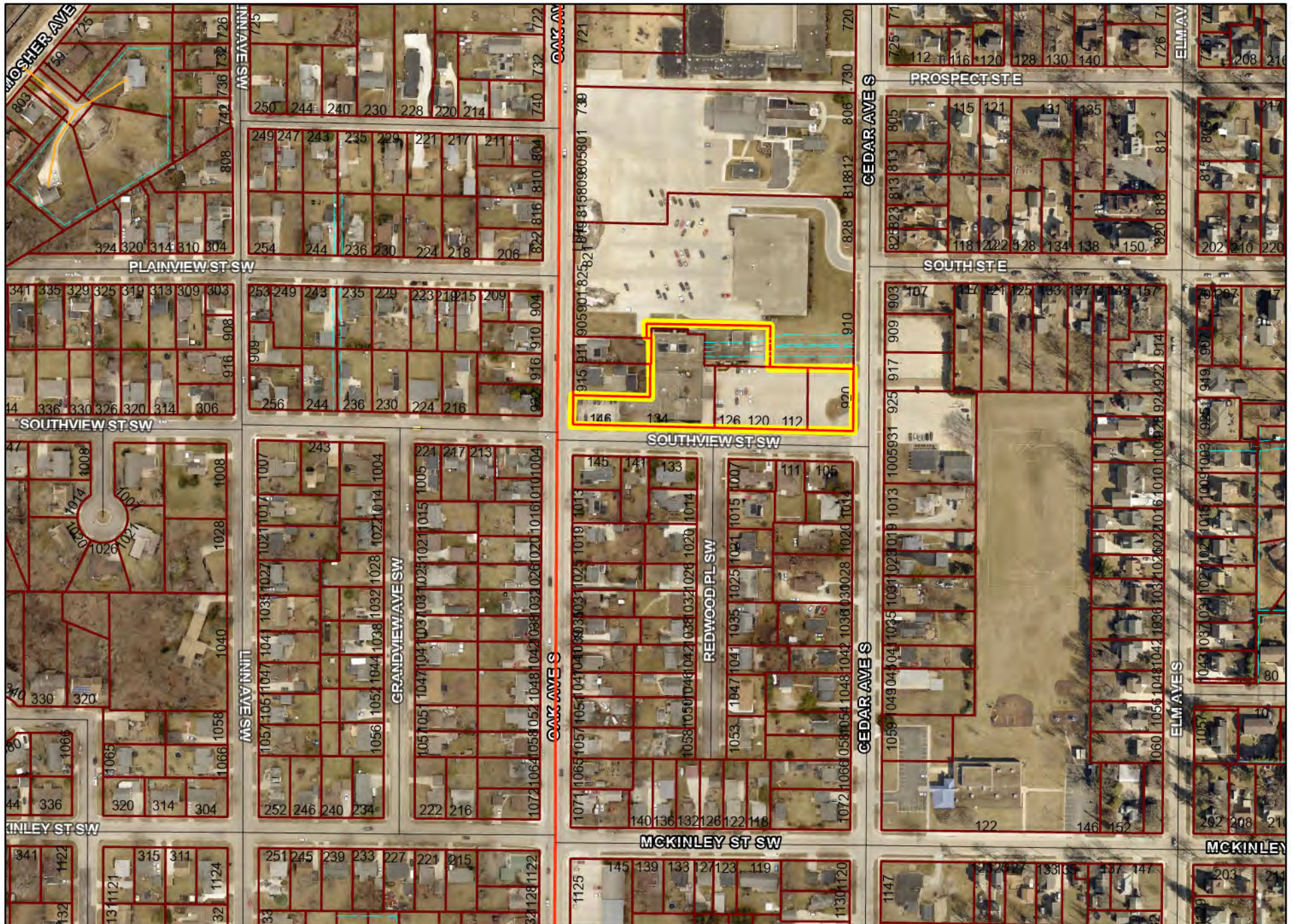
County/MNDOT Review:

Notices have been sent to Steele County.

Staff Review:

Staff recommends approval of the preliminary plat of Oak Hill Addition with the following conditions:

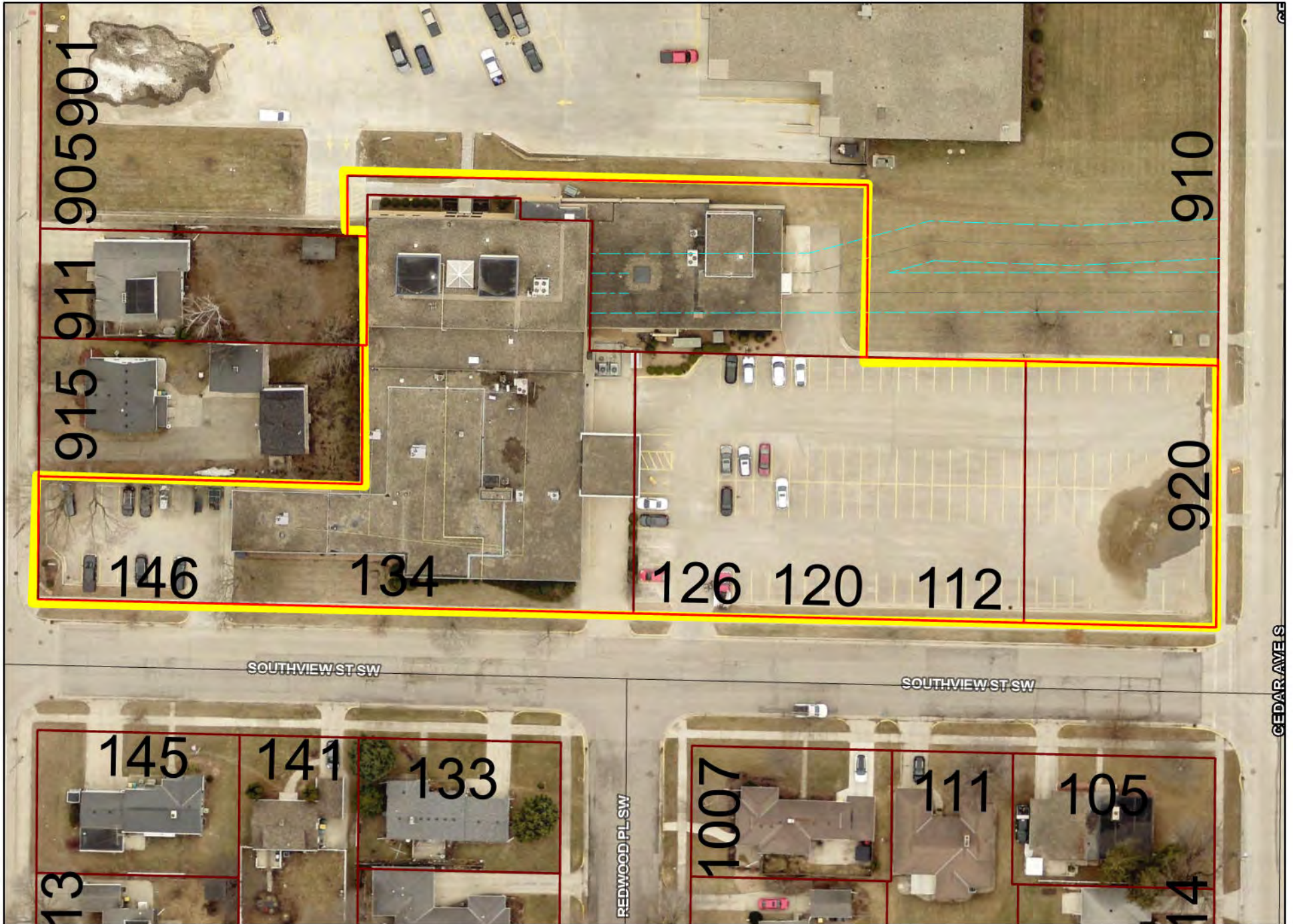
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Owatonna Hope Center / Oak Hill Addition
134 Southview Street SW

1:3,260

Date: 7/29/2024
Page 126 of 189



Owatonna Hope Center / Oak Hill Addition
134 Southview Street SW

PRELIMINARY PLAT OF OAK HILL ADDITION

PART OF OWATONNA CLINIC ADDITION AND FAREWAY STORES ADDITION
OWATONNA, MINNESOTA

LEGEND

—848—	= EXISTING ELEVATION CONTOUR LINE
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⌵	= Guy Anchor
☆	= Light Pole
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⌵	= Telephone Pedestal
T	= Telephone
W	= Water Main

OWNER INFORMATION

OWATONNA HOPE CENTER
C/O JOLAYNE MOHS
4160 15H AVE NE
OWATONNA, MN 55060
507-456-7013
JOLAYNEM@TLCOWATONNA.ORG

LAND SURVEYOR

JONES HAUGH, & SMITH, INC.
SCOTT A. TUCHTENHAGEN
415 WEST NORTH STREET
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507-451-4598
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ZONING

EXISTING ZONE: B-2 COMMERCIAL BUSINESS

SETBACKS:
ZONE: 30'
REAR: 20'
SIDE: 10'

PROPOSED ZONE: PUD

SETBACKS: MATCH EXISTING

EXISTING LEGAL DESCRIPTION

LOTS 2, 3, AND 4, BLOCK 1, OWATONNA CLINIC ADDITION

AND

LOT 3, BLOCK 1, FAREWAY STORES ADDITION

UTILITIES NOTE:

WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU DIGITAL RECORDS

PROJECT NOTE:

NO EXTERNAL IMPROVEMENTS TO THE SITE ARE INTENDED.
PLATTING REQUESTED FOR ADMINISTRATIVE COMBINATION OF LOTS PLATTED PER OWATONNA CLINIC ADDITION AND FAREWAY STORES ADDITION AND FOR THE REQUESTED USE.



Owatonna Hope Center Project Narratvie

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DATE: August 20, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 84-24 Amend the Boundaries of TIF District No. 4-1 and Amend the TIF Plan - Oak Hill Project

Purpose:

Approve Resolution 84-24 amending the boundaries of TIF District No. 4-1 and amending the TIF Plan.

Background:

The former hospital property on S Oak Avenue was placed in a TIF District for redevelopment for Fareway Foods; a site overview is attached for reference. Mayo Clinic took over the southern portion of the building which is included within the TIF District. This property will be removed from the TIF District with approval of this resolution. The property is tax-exempt and has no TIF obligations.

Budget Impact:

There is no budget impact to the City.

Staff Recommendation:

Staff recommends approval of Resolution 84-24.

Attachments:

1. Resolution 84-24 Amend TIF 4-1 and Amend TIF Plan
2. Site Overview - TIF District 4-1

RESOLUTION NO. 84-24

RESOLUTION AMENDING THE BOUNDARIES OF TIF DISTRICT NO. 4-1 AND
AMENDING THE TIF PLAN THEREFOR

A. WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City of Owatonna (the "City") formed Development District No. 4 (the "Development District") and adopted a development program therefor; and

B. WHEREAS, pursuant to Minnesota Statutes 469.174 through 469.1799, as amended (the "Act"), the City created the Tax Increment Financing District No. 4-1 (the "TIF District") within the Development District, and has adopted a tax increment financing plan therefor (the "TIF Plan"); and

C. WHEREAS, the City proposes to eliminate one parcel, identified as 17-626-0103 (the "Parcel"), from the TIF District; and

D. WHEREAS, the City proposes by this resolution to amend the TIF Plan to remove the Parcel from the TIF District; and

E. WHEREAS, since the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the Parcel to be eliminated from the TIF District, the holding of a public hearing is not required by Minnesota Statutes, Section 469.175, Subd. 4; and

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

1. The TIF Plan for Tax Increment Financing District No. 4-1 is hereby amended to remove the Parcel and the City Administrator is authorized and directed to notify the Steele County Property Tax and Elections Director pursuant to Minnesota Statutes 469.175, Subdivision 4, clause (e).

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

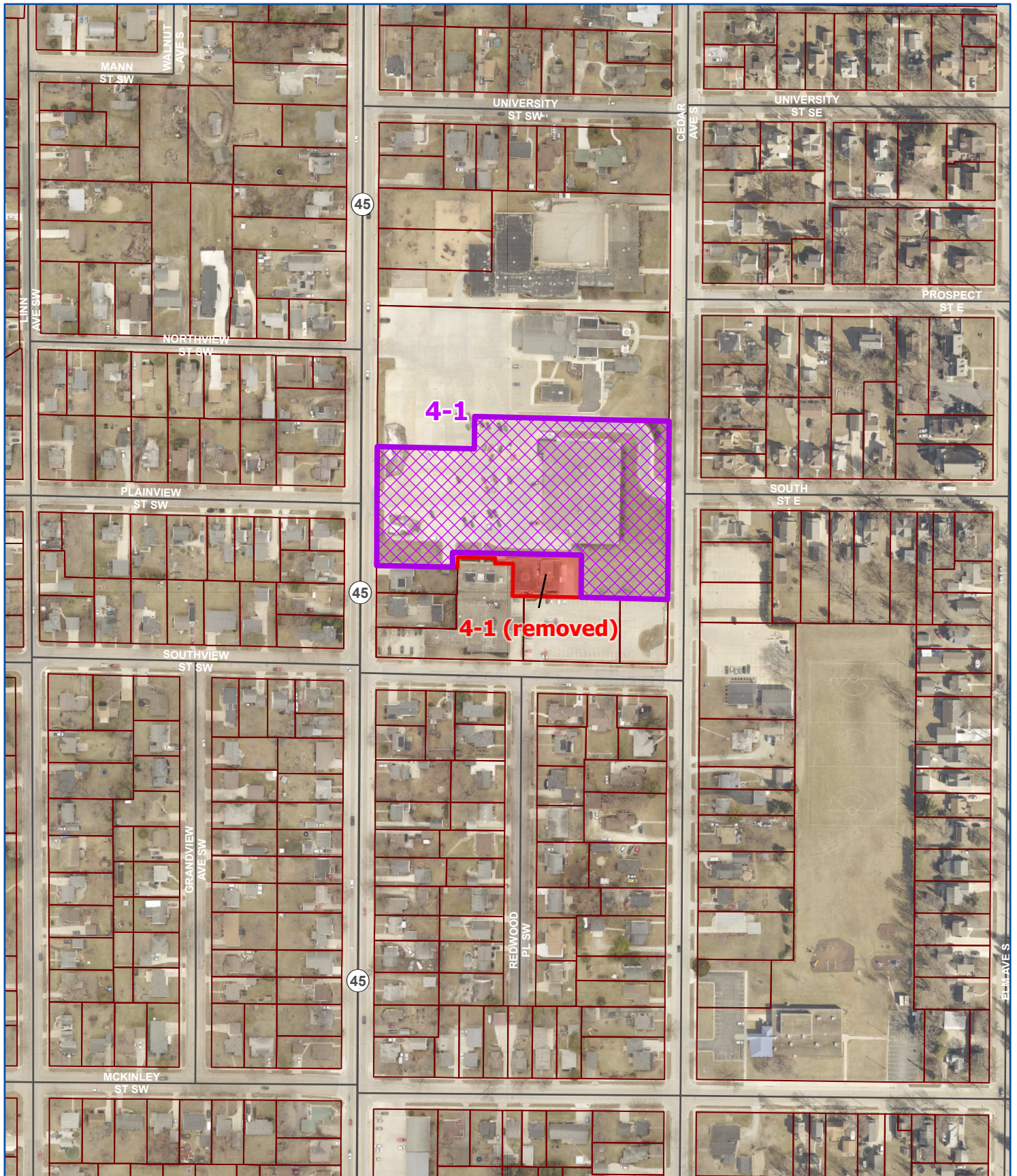
Aye: _____; No: _____; Absent: _____

Approved and signed _____ day of August, 2024.

Thomas A. Kuntz, Mayor

Attest: _____
Kris M. Busse, City Administrator

City of Owatonna Map of Boundaries of Development District No. 4 and Tax Increment Financing Districts within Development District No. 4



- Tax Increment Financing District No. 4-1
- Tax Increment Financing Districts within Development District No. 4
- Removed From TIF District 4-1



0 0.25 0.5 Miles

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.

August 15, 2024



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 85-24 Set Public Hearing Date for TIF District 20-1 - Modern Aire Apartments

Purpose:

Request Council approval of Resolution 85-24 to set the date for a public hearing date for consideration of Redevelopment TIF District 20-1.

Background:

Staff have been working with a developer on redeveloping the Modern Aire Apartments property along Bixby Road. The proposed project includes demolition of the 12 unit apartment building and construction of a 73-unit apartment building with first floor parking. The new apartment building would consist of 53 market rate apartments and 20 affordable units. City Council previously approved the application for a grant for this project which we are still waiting to hear back on. The developer is requesting tax increment financing due to the demolition and site development costs and the 20 affordable units within this project. This resolution will set the date for the public hearing on October 1st.

Budget Impact:

The proposed Redevelopment TIF District could run for up to 25 years.

Staff Recommendation:

Staff recommends approval of Resolution 85-24.

Attachments:

1. Resolution 85-24 Set Public Hearing Date - TIF 20-1
2. Site Overview - TIF District 20-1

RESOLUTION NO. 85-24

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED ESTABLISHMENT OF
DEVELOPMENT DISTRICT NO. 20; THE ADOPTION OF A DEVELOPMENT PROGRAM
FOR MUNICIPAL DEVELOPMENT DISTRICT NO. 20; THE PROPOSED ESTABLISHMENT
OF TAX INCREMENT FINANCING DISTRICT NO. 20-1 WITHIN DEVELOPMENT
DISTRICT NO. 20; AND THE PROPOSED ADOPTION OF A TAX INCREMENT
FINANCING PLAN RELATING THERETO

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

1. Public Hearing. This Council shall meet on October 1, 2024, at approximately 7:00 p.m., to hold a public hearing on the following matters: (a) the proposed establishment of Development District No. 20 (the "Development District"); (b) the proposed adoption of a Development Program (the "Development Program") for the Development District; (c) the proposed establishment of Tax Increment Financing District No. 20-1 (the "TIF District") within the Development District; and (d) the proposed adoption of a Tax Increment Financing Plan (the "TIF Plan") relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

2. Notice of Hearing; Filing of Program and Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Development Program and the proposed TIF Plan on file in the City Administrator's Office at City Hall and to make such copies available for inspection by the public.

3. Consultation with Other Taxing Jurisdictions. The City Administrator is hereby directed to mail a notice of the public hearing and a copy of the proposed Development Program and the proposed TIF Plan to Steele County and Owatonna Public Schools, Independent School District No. 761 informing those taxing jurisdictions of the estimated fiscal and economic impact of the establishment of the proposed tax increment financing district.

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

Aye: _____; No: _____; Absent: _____

Approved and signed _____ day of August, 2024.

Thomas A. Kuntz, Mayor

Attest: _____
Kris M. Busse, City Administrator

Exhibit A

CITY OF OWATONNA
STEELE COUNTY
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Owatonna, Steele County, Minnesota, will hold a public hearing on October 1, 2024, at 7:00 p.m., at the City Hall, 540 West Hills Circle in the City of Owatonna, Minnesota (the "City"), relating to the proposed establishment of Development District No. 20 (the "Development District"), the proposed adoption of a Development Program (the "Development Program") for the Development District, the proposed establishment of Tax Increment Financing District No. 20-1 (the "TIF District") within the Development District, and the proposed adoption of a Tax Increment Financing Plan (the "TIF Plan") therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133 and Sections 469.174 through 469.1794. Copies of the Development Program and the proposed TIF Plan are on file and available for public inspection at the office of the City Administrator at City Hall.

The property proposed to be included in the Development District is described in the Development Program, on file in the office of the City Administrator. The property proposed to be included in the TIF District is described in the TIF Plan on file in the office of the City Administrator.

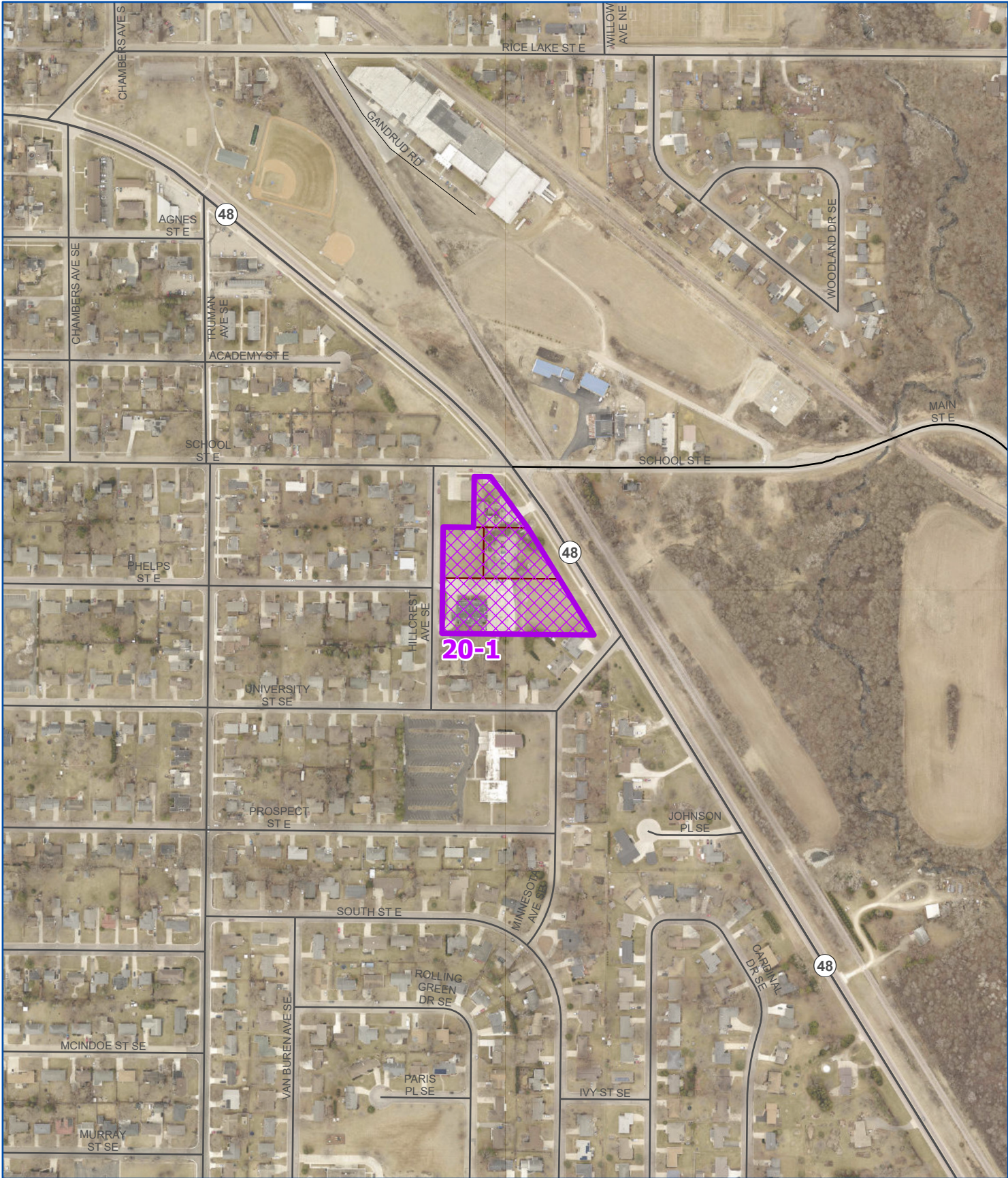
A map of the Development District and the TIF District is attached.

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

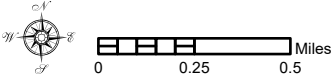
BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA

Kris M. Busse, City Administrator

City of Owatonna Map of Boundaries of Development District No. 20 and
Tax Increment Financing Districts within Development District No. 20



-  Tax Increment Financing Districts within Development District No. 20
-  Tax Increment Financing District No. 20-1



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.

August 15, 2024



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Resolution 86-24: Donation to the Police Department - Knights of Columbus

Purpose:

Request Council approval of Resolution 86-24 to accept a cash donation issued to the Police Department.

Background:

The Police Department has received a cash donation from the Knights of Columbus Council #945 in the amount of \$3,000.00. The gift was presented to the Owatonna Police Department for the specific use of wellness programming.

Before accepting such gifts, Minnesota Statute §465.03 and §465.04 govern gifts to municipalities and require a Council Resolution.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 87-24 accepting this gift for Police Department use.

Attachments:

1. Res 86-24 Knights of Columbus Donation
2. Memo - Chief Mundale

RESOLUTION NO. 86-24
RESOLUTION TO ACCEPT A DONATION TO THE CITY

WHEREAS, the City of Owatonna is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section §465.03 for the benefit of its citizens and under §465.04 for the use and benefit of the city and its inhabitants upon terms and conditions approved by City Council; and

WHEREAS, the following persons and entities have offered to contribute real property set forth below to the city:

<u>Name of Donor</u>	<u>Amount/Value</u>
Knights of Columbus, Owatonna Council #945	\$3,000

; and

WHEREAS, the terms or conditions of the donation are for the police department's specific use; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWATONNA, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



OWATONNA POLICE DEPARTMENT

Jeffrey E. Mundale
Chief of Police

204 E. Pearl St., Owatonna, MN 55060
Phone: (507) 774-7202
jeffrey.mundale@ci.owatonna.mn.us

August 15, 2024

Knights of Columbus
Owatonna Council #945
820 S. Elm Avenue
Owatonna, Minnesota 55060

Dear Council –

On behalf of the Owatonna Police Department and the City of Owatonna, we graciously thank the Knights of Columbus Council #945 for your thoughtful and generous donation of \$3,000.00 to support our police officers and staff. Your generous donation presented to me will be directed at your preference toward officer wellness and mental health programming.

There is no question that officer health and wellness of our police staff is important for career longevity and in our day-to-day work so our staff can be more effective in serving others in our community. I have forwarded your donation to the Owatonna City Council for formal approval and acceptance.

On behalf of the Owatonna Police Department and City of Owatonna, please accept our deepest gratitude for your continuous support of our police officers and how this has a positive impact on our community.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey E. Mundale". The signature is written in a cursive, flowing style.

Jeffrey E. Mundale
Chief of Police



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Resolution 87-24 - Donation to the Police Department - Fred & Diane Ventura

Purpose:

Request Council approval of Resolution 87-24 to accept a cash donation.

Background:

The Police Department has received a cash donation from Fred and Diane Ventura in the amount of \$1,000.00. The gift was given as discretionary spending and will be used to benefit all employees in ways such as employee recognition, culture and team building events, safety equipment or uniform apparel.

Before accepting such gifts, Minnesota Statute §465.03 and §465.04 govern gifts to municipalities and require a Council Resolution.

Budget Impact:

Receipt of a \$1,000 gift.

Staff Recommendation:

Staff recommends approval accepting this gift for police department use.

Attachments:

1. Res 87-24 Ventura Family Donation
2. Memo - Chief Mundale - Ventura Donation

RESOLUTION NO. 87-24
RESOLUTION TO ACCEPT A DONATION TO THE CITY

WHEREAS, the City of Owatonna is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section §465.03 for the benefit of its citizens and under §465.04 for the use and benefit of the city and its inhabitants upon terms and conditions approved by City Council; and

WHEREAS, the following persons and entities have offered to contribute real property set forth below to the city:

<u>Name of Donor</u>	<u>Amount/Value</u>
Fred and Diane Ventura	\$1,000

; and

WHEREAS, the terms or conditions of the donation are for the police department's specific use; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWATONNA, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



OWATONNA POLICE DEPARTMENT

Jeffrey E. Mundale
Chief of Police

204 E. Pearl St., Owatonna, MN 55060
Phone: (507) 774-7202
jeffrey.mundale@ci.owatonna.mn.us

July 31, 2024

Mr. and Mrs. Fred Ventura
566 Maple Drive
Owatonna, Minnesota 55060

Mr. and Mrs. Ventura:

On behalf of the Owatonna Police Department and the City of Owatonna, I would like to take this opportunity to thank you for your thoughtful and generous donation of \$1,000.00 to support our police officers and support staff. Your generous donation presented to me as discretionary spending, will be used for officer wellness, safety and tactical equipment or my efforts towards creating a culture of unity and support for our police officers and their families.

There is no question that your generous donation will be spent judiciously to benefit our police department employees. I have forwarded your donation to the Owatonna City Council for formal approval and acceptance.

We are thankful for citizens like you that support us and are engaged in the work we do such as our police-community programs, like the Citizens Academy.

On behalf of the Owatonna Police Department and City of Owatonna, please accept our deepest gratitude for your continuous support of our police officers so we can continue to serve others!

Sincerely,

A handwritten signature in black ink that reads "Jeffrey E. Mundale". The signature is fluid and cursive.

Jeffrey E. Mundale
Chief of Police



CITY OF
OWATONNA

Miscellaneous



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Soil Boring Agreement - WWTF Retaining Wall - AET

Purpose:

Requesting City Council approval of American Engineering Testing's Amendment to the Proposal for Geotechnical Exploration and Engineering Services at the Wastewater Treatment Facility.

Background:

The City of Owatonna is considering rebuilding the existing retaining wall on the northeast side of the Owatonna Wastewater Treatment Facility site. Staff has requested additional engineering services following geotechnical engineering including field exploration, soil laboratory testing and classification and a final geotechnical report. The additional scope of service includes geotechnical engineering support related to the design of a Reinforced Soil Slope (RSS) wall between the Owatonna WWTF and the North Straight River Parkway. This will include signed drawings detailing the construction of the RSS wall, including material types for use in the project.

Budget Impact:

The amendment for AET to furnish final drawings to the design team is estimated to total \$10,000. The initial proposal cost was \$18,575. The total proposal amount of \$28,575 will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. WWTF Retaining Wall Replacement Proposal - American Engineering Testing

August 6, 2024

ACKNOWLEDGMENT AND AGREEMENT OF SERVICES



The services of American Engineering Testing, Inc., (AET) have been requested for the referenced project by Mr. Sean Murphy, PE of the city of Owatonna.

Understood information from requesting party includes the following:

Project Name:	Owatonna WWTF – Retaining Wall Replacement Owatonna, Minnesota
Client:	City of Owatonna
Client Address:	540 West Hills Circle Owatonna, Minnesota 55060
Client Contact:	Sean Murphy, PE
Client E-Mail:	Sean.Murphy@ci.owatonna.mn.us

UNDERSTOOD SCOPE OF SERVICES

Additional services for engineering review were requested for evaluating a Reinforced Soil Slope (RSS) at the Owatonna Wastewater Treatment Facility. Previous results were provided in AET Report No. P-0031433, dated July 5, 2024. The additional scope of service includes geotechnical engineering support related to the design of an RSS wall between the Owatonna WWTF and the North Straight River Parkway. This will include signed drawings detailing the construction of the RSS wall, including material types for use in the project.

Fees for these additional services will be invoiced on a time and materials basis in according with our current fee schedule. We estimate a total fee of \$10,000 will be necessary for AET to furnish final drawings to the design team.

TERMS/CONDITIONS

ALL AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement – Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

1937 7th Street NW | Rochester, MN 55901

Phone (507) 281-3547 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

ACCEPTANCE

AET requests written acceptance of this proposal in the Authorized Client Representative section, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

OTHER ATTACHMENTS (PART OF THIS AGREEMENT)

Service Agreement – Terms and Conditions



Jacob L. Heimdahl, PE (MN, IA, WI)

Senior Geotechnical Engineer

jheimdahl@teamAET.com

Work: 507-281-3547

ACCEPTANCE AND AUTHORIZATION

Signature: _____ Date: _____

Typed/Printed Name: _____

Company: _____

Po No./Project No.: _____

Invoice Email: _____



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTP Facility Expansion Change Order #13 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #13 for the Wastewater Treatment Facility Expansion Project.

Background:

The prices of drywall and aluminum store front materials that will be installed in the Wastewater Treatment Facility Administration Building have escalated over the duration of the project.

Budget Impact:

The budget impact of this change order is \$9,276.28 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order No. 13

CHANGE ORDER NO. 13

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: 8/14/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

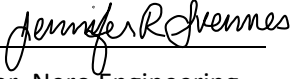
Price escalation for materials in the Administration Building.

Attachments:

WCD No 87.

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. 12: \$ 1,306,656.74	[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: \$ 57,027,256.74	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ \$9,276.28	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 57,036,533.02	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: 8/14/2024

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EJCDC® C-941, Change Order.

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and American Society of Civil Engineers. All rights reserved.

WORK CHANGE DIRECTIVE NO.: 87

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:	8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Administration Building Price Escalation.

Attachments:

WCD #087 Proposal.

Purpose for the Work Change Directive:

The prices of drywall and aluminum store front materials that will be installed in the Admin Building have escalated over the duration of the project.

☐ 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: \$9,276.28 ~~[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: 8/9/2024



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTP Facility Expansion Change Order #14 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #14 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 14 consists of 4 WCDs and are as follows

- 88 - MBR Grating Modifications
- 89 - FO 31 - RWC Electrical Gear Relocation
- 91 - PB Generator Feed Reroute
- 92 - Secondary Digester Interior Coatings

For additional detailed information regarding any of the work change directives, please contact the Engineering Department.

Budget Impact:

The budget impact of this change order is \$47,854.80 and will be paid for using sanitary sewer funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order No. 14

CHANGE ORDER NO. 14

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: 8/14/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

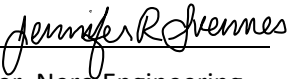
Work Change Directives Nos. 87-93.

Attachments:

WCD Log – 8-9-2024. Change Order Log – 8-14-2024.

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. 13: \$ 1,315,933.02	[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: \$ 57,036,533.02	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ 47,854.80	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 57,084,387.82	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: 8/14/2024

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.: 88

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: 8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

MBR Grating Modifications

Attachments:

WCD #088 Proposal.

Purpose for the Work Change Directive:

Grating modifications are required to allow for a better method of removing the membrane cassettes than had been included in the MBR supplier's design and scope. Rice Lake covered two-thirds of the costs to make these modifications since the changes also benefitted installation.

☐ 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: \$11,361.04 ~~[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: 8/9/2024

WORK CHANGE DIRECTIVE NO.: 89

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: 8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

RWC Electrical Gear Relocation

Attachments:

WCD #089 Proposal. Field Order No. 31.

Purpose for the Work Change Directive:

The RWC MCC, SCADA control panel, and network panel is being relocated to a better long-term location than was designed. The blower piping affected the original design location, but since that was previously relocated in construction, the electrical equipment could be moved to that space along the wall.

☐ 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: \$6,592.85 [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:	8/9/2024	

WORK CHANGE DIRECTIVE NO.: 91

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:	8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

PB Building Generator Feed Reroute

Attachments:

WCD #091 Proposal. RFI 180.

Purpose for the Work Change Directive:

Killmer proposed to route the PB Building generator feed to the exterior of the building as opposed to through the building as designed resulting in a deduct.

☐ 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: \$2,889.75 ~~{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, PE 

Title: Lead Process Engineer

Date: 8/9/2024

WORK CHANGE DIRECTIVE NO.: 92

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: 8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Secondary Digester Interior Coating Replacement

Attachments:

WCD #092 Proposal.

Purpose for the Work Change Directive:

The interior coatings of the Secondary Digester were found to be in poor condition with many areas of exposed concrete and flaking coal tar coating that was original to the tank. This tank has the potential to further corrode over time due to the material it contains so it is recommended to replace the coal tar coating on existing surfaces. The new cover and internal equipment are being coated as part of the original contract.

☐ 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: \$32,790.66 [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: 8/9/2024



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: WWTP Facility Expansion Change Order #15 - Rice Lake Construction Group

Purpose:

Requesting City Council approval of Change Order #15 for the Wastewater Treatment Facility Expansion Project.

Background:

This Work Change Directive (WCD) covers price escalation of Ductile Iron Pipe (DIP) for areas of the MBR, STB, AB, RWC, and PC. Certain sections of piping need to be ordered after the equipment is set and field measurements can be obtained. All the piping and fittings that could be ordered without field measurement was done so as soon as possible after the project bid. Since then, there has been price escalation for DIP and this WCD is for the spools that required field measurement.

Budget Impact:

The budget impact of this change order is \$22,008.91 and will be paid for using sanitary sewer funds. The total budget impact of Change Orders 13, 14 and 15 is \$79,139.99 for a revised total contract cost of \$57,106.396.74.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Owatonna WWTF - Change Order No. 15
2. Owatonna WWTF - Change Order Log

CHANGE ORDER NO. 15

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: 8/14/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Price escalation of ductile iron spools for MBR, STB, AB, RWC, and PC areas.

Attachments:

WCD No. 93.

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. 14: \$ 1,363,787.82	[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: \$ 57,084,387.82	Contract Times prior to this Change Order: Substantial Completion: 03/31/2025 Ready for final payment: 06/30/2025
[Increase] [Decrease] this Change Order: \$ 22,008.91	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 57,106,396.73	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: 8/14/2024

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.: 93

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:	8/9/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Ductile Iron Pipe Price Escalation

Attachments:

WCD #093 Proposal.

Purpose for the Work Change Directive:

This WCD covers price escalation of ductile iron pipe for areas of the MBR, STB, AB, RWC, and PC. Certain sections of piping need to be ordered after equipment is set and field measurements can be obtained. All the piping and fittings that could be ordered without field measurement was done so as soon as possible after the project bid. Since then, there has been price escalation for DIP and this WCD is for the spools that required field measurement.

☐ 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: \$22,008.91 ~~[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: 8/9/2024

EJCDC® C-940, Work Change Directive.

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Owatonna WWTF Upgrade and Expansion

Change Order Log

Printed: 8/14/2024

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			
	69	1/4/2024	Additional Light Switches in MBR Cassette Room	\$5,182.25			
11	65	4/2/2024	Field Order 16 - Site Changes	\$219,304.53	Yes	\$223,024.85	\$56,909,292.94
	72	2/16/2024	Peak Flow Overflow Box	\$3,720.32			
12	74	4/5/2024	FO 25 - Hydronic Valve and Control Changes	\$15,254.90	Yes	\$117,963.80	\$57,027,256.74
	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			

CO #	WCD No.	Date	Description	WCD Cost	Approved	CO Cost	Revised Contract Cost
13	87	6/28/2024	Admin Building Materials Price Escalation	\$9,276.28	No	\$9,276.28	\$57,036,533.02
14	88	6/28/2024	MBR Grating Modifications	\$11,361.04	No	\$47,854.80	\$57,084,387.82
	89	6/28/2024	FO 31 - RWC Electrical Gear Relocation	\$6,592.85			
	91	7/18/2024	PB Generator Feed Reroute	-\$2,889.75			
	92	8/1/2024	Secondary Digester Interior Coatings	\$32,790.66			
15	93	8/2/2024	DIP Spools - Price Escalation	\$22,008.91	No	\$22,008.91	\$57,106,396.73



DATE: Honorable Mayor and City Council Members, City Administrator
TO: Dave Beaver, Airport Manager
FROM: August 14, 2024
RE: Work Order No. 1 with Short Elliott Hendrickson, Inc. (SEH)

Purpose:

To approve Work Order No. 1 with SEH, Inc. for professional engineering services for the airport hangar #10 roof replacement project.

Background:

Provides for design, bidding, and construction engineering services for the Dome Hangar (Hangar #10) roof replacement. The project is identified in the 2024 Capital Improvement Program (CIP) and replaces a depreciated adhered roof membrane roof system in poor condition due to the age of the roof and associated wear and tear.

The project will fully replace the existing roof on the approximately 8,800 square foot hangar with new materials including new adhered membrane, sub-roofing panels/barrier, insulation, and other minor repairs as needed.

MnDOT Aeronautics grant funding participation is anticipated for this project.

Budget Impact:

Work Order No. 1 architectural and engineering costs total \$37,800.00 as reflected in the attached work order. These costs are eligible for 70% MnDOT state funding reimbursement. The local share is anticipated to be 30% at \$11,340.00.

Recommendation:

Staff recommends approval of Work Order No. 1 contingent upon securing MnDOT Aeronautics grant funding participation.

Attachment:

Work Order No1 – SEH Inc.

**WORK ORDER
No. 1
Between**

**City of Owatonna (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: August 1, 2024

**Dome Hangar (Hangar #10) Roof Replacement
OWATONNA DEGNER REGIONAL AIRPORT (OWA)**

This work order includes providing design, bidding, and construction administration services for the Dome Hangar (Hangar #10) roof replacement project at the Owatonna Degner Regional Airport (OWA). The contract provisions included in the Master Agreement (dated March 4, 2024) between the City of Owatonna and SEH remain in effect for this work order.

Estimated start date is August 12, 2024, and estimated end date is December 31, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of **\$37,800.00**

A description of the services and an estimate of labor costs is included in Attachment A.

Point of Contact: Melissa Underwood
Associate, Sr. Aviation Planner
Email: munderwood@sehinc.com
Phone: (763) 442-2849

APPROVED:

City of Owatonna, Minnesota

Short Elliott Hendrickson Inc.

Kris M. Busse

Title: City Administrator

Date: _____

Thomas A. Kuntz

Title: Mayor

Date: _____

Title: _____

Date: _____

Attachment A
Scope of Work
Dome Hangar (Hangar #10) Roof Replacement
Owatonna Degner Regional Airport
Owatonna, Minnesota
August 2024

General – The Owatonna Degner Regional Airport (FAA identifier OWA) is a public use, publicly owned airport in the City of Owatonna, Minnesota. The airport currently owns three buildings on the airport including, the dome hangar (Hangar #10), the terminal building, and the maintenance hangar (Hangar #11), in addition to the T-hangar buildings.

The City would like to replace the roof of the dome hangar (Hangar #10) due to the age of the roof and the wear, tear, and damage that has occurred. The existing facility is an approximately 8,800 square feet with a barrel vault roof with a single-ply EPDM membrane roofing system. New roofing will consist of fully adhered EPDM membrane or a standing seam metal roofing system. It is also understood that there are minor repairs needed to a few existing roofing framing members.

Scope of Services

Our Scope of Services, as outlined below, includes architectural and limited structural engineering services.

State Grant Administration & Preliminary Roof Evaluation

- Conduct a site visit by a structure engineer and architectural representative to visually observe current conditions and construction of the dome hangar. Site visit will include visual observations only. No destructive testing or removal of finishes to view hidden construction is included.
- Document current building conditions with detailed notes, photographs, and field measurements.
- Prepare written memorandum for the dome hangar including the current condition, reroofing options, and estimated project costs
- Apply for state funding, complete the grant request, and monitor funding progress.

Design Phase

- Visit project site to verify existing roofing system conditions, layouts, and dimensions.
- Generation of architectural and structural construction drawings and specifications for roofing replacement. Construction document package will be prepared for the purposes of submitting to governing authorities for plan review and issuance of building permits, and for issuance to contractors for construction. Documents and will include:
 - Demolition plan
 - Roof plan
 - Architectural roof sections and details
 - Structural roof framing repair details
 - Airport construction safety plan
 - Technical specifications
- Preparation of front-end procurement specifications (Divisions 00 and 01) to facilitate the public bidding phase.
- Develop estimate of probable construction cost.

Bidding and Permitting Phase

- Distribute bidding documents to bidders in electronic format.
- Respond to bidder's questions and issue addenda as required.

- Attend bid opening, tabulate bids and provide letter of recommendation to City.
- Prepare draft construction contract between City and Contractor for review and execution by City and Contractor.

Hazardous Materials Testing

- On-site visit to collect samples.
- Collection and analysis of up to 36 asbestos samples and three caulk samples for polychlorinated biphenyls analysis.
- Preparation of a summary report.

Construction Administration Phase

- Respond to contractor questions and Requests for Information (RFI's).
- Review of shop drawings and other contractor submittals related to the construction of the project.
- Prepare Change Order Requests for review, recommendation, and approval by City.
- Review contractor Applications for Payment and make recommendations to City.
- Lead preconstruction meeting with Owner and Contractor prior to start of work
- One site visit during construction to review the progress of the roofing work
- Final inspection and generation of punch list report for scopes of work as defined in this proposal as part of project closeout.

Assumptions

For the basis of this proposal and subsequent fee we have made the following assumptions:

- The City will provide SEH with available existing building drawings, roofing investigations and reports.
- The City will provide SEH access to the existing building and site to conduct investigations as necessary for the orderly progress of the work.

Services Excluded from this Proposal (may not be all inclusive)

1. Replacement or repair to building interior spaces
2. Mechanical and electrical engineering services
3. Design of structural repairs and alterations beyond roof framing systems
4. Design of multiple roof replacement systems

Project Schedule

Design phases services shall be completed with approximately 8-weeks of receiving a written Notice to Proceed from the City.

Project Fees

We propose to provide the professional services as defined in this proposal for the following lump sum fees based on the type of roof replacement system selected:

Fully adhered EPDM membrane system	\$28,400
Hazardous materials testing	\$4,400
State Grant Administration & Preliminary Analysis	\$5,000
	<u>\$37,800</u>



DATE: August 20, 2024
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Service Proposal - Interim Financial Director - Abdo Financial Services

Purpose:

Approval of an Accounting Service Proposal from Abdo Financial Solutions.

Background:

Abdo Financial Services is a League recommended vendor that provides interim finance director services. For over 60 years, they have worked exclusively with government entities in municipal accounting. With the departure of the Finance Director, the city has a need to contract for supplemental financial services. These duties will vary according to the work load.

Budget Impact:

The contract fees range from \$190-\$510 per hour. These fees are based on the experience and level of the individuals assigned to the task the city requests. This provides the most flexibility in selecting the appropriate level of person to assist the city, which results in high quality service at the most economical cost.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal - Interim Finance Director Services



SERVICE PROPOSAL FOR

City of Owatonna

540 West Hills Circle, Owatonna, Minnesota 55060

August 15, 2024

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Abdo
Financial
Solutions

Proposed by

Jean McGann, CPA

President and Partner | Abdo

President | Abdo Financial Solutions

jean.mcgann@abdofs.com

P 952.715.3059

Kris Busse, City Administrator
City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

August 15, 2024

Dear Kris,

Thank you for the opportunity to submit this proposal to the City of Owatonna, Minnesota (the City), for accounting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS), will provide the City with excellent financial services.

We believe our solution will result in the City receiving high-level information, continual improvement of processes, and allow the City to keep overall costs stable. Our proposal is based on the needs of the City as laid out in the request for proposal and the experiences we have had working with other cities. This proposal outlines the scope of services we believe will address the needs of the City.

We appreciate the opportunity to have met with you to discuss how we can best service the City. The following are a few ways in which our Financial Solutions team can provide support:

- You expressed the importance of partnering with an advisor that would provide timely financial advice regarding compliance with state and federal laws, regulations and reporting. Our team has established industry best standards for monthly monitoring of compliance tasks, and we continually work to stay ahead of industry trends that will affect our local government clients.
- Continued coaching and development of your staff remains a high priority, especially as the City experiences staff transitions, continues to grow and face ever changing complexity. Our team will commit to mentoring your staff and expanding their skillset and knowledge throughout our engagement.
- Our team is ready to step in for any processing support you may request within the finance department.

The term of this contract shall be from August 22, 2024 through December 31, 2024.

We have a team of resources ready to assist as requested by City administration. Services will be performed remotely.



The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is not/independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City may have/has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and developing/continuing a mutual beneficial relationship.

Sincerely,

Abdo Financial Solutions



Jean McGann, CPA

President and Partner | Abdo

President | Abdo Financial Solutions, LLC

The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success.



JEAN MCGANN, CPA

Partner and President
jean.mcgann@abdofs.com
P 952.715.3059



JODI BURSHEIM

Senior Manager
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NATALIE DORAN

Associate
natalie.doran@abdofs.com
P 952.243.0024



Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in city consulting and auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Outsourced Finance Director

Building relationships to become a valuable extension of your city is what our Financial Solutions team will be ardently focused on when we work with you. When you employ our team, you gain a fresh perspective on a broad range of topics — you'll have one point of contact but a whole team of people bringing you value. With that said, we've had the opportunity to partner with over 100 clients in the Midwest. Among the support we provide, Outsourced Finance Director Services are a primary focus of our team. We offer this service for a broad range of cities with populations ranging from 800 — 25,000 in size.

Acting as outsourced finance directors and controllers requires a broad ranges of skills and experience. We bring a unique set of skills and experience as former government auditors, finance directors and controllers. Through this lens, we implement processes and procedures to improve your city's daily operations. Our experience translates to insights that streamline the audit and budget process and internal controls, consequently reducing audit findings and improving efficiencies. Ultimately, this will save your city time and money.

PROCESS

When you select our team, our process is made simple — for you and for your employees. First, we meet with your city administration to understand the challenges you face. We then analyze your financial statements, review budgets, and connect with your auditors to understand your financial position from their perspective. This gives us a holistic view to formulate a plan and propose how we can best support you.

Once our proposal is accepted, we'll work with key stakeholders to understand cash flow, investments, and begin fulfilling proposal initiatives. Together, we'll identify priorities and begin implementation.

QUALIFICATIONS

Our people make the difference — we have three members on our team who have passed the Series 50 exam. These registered municipal advisors will manage your bonds, investments, and strategic planning initiatives. Out of 25 members in our Financial Solutions group, 60% of their work is focused on outsourced Finance Director services. The majority of our team members have worked in government organizations and public accounting, bringing you a fresh perspective backed by relevant experience. We're confident that Abdo FS has the right expertise, team support, and recommendations to help your city grow. We look forward to supporting you and your team

Value

We at Abdo FS help cities achieve their financial goals.

Our fees range from \$190 - \$510 per hour based upon the experience and level of the individuals to be assigned to perform your work. Below are the fees for our services.

STAFF LEVEL	HOURLY RATES
Partner	\$510
Senior Manager	\$370
Manager	\$305
Senior Associate	\$240 - \$255
Associate/Accounting Specialist	\$190- \$210

We understand there is a large variance in our proposed rates. However, we'd like to assure you our top priority is delivering the highest value at the most economical cost to you. Our experienced team is committed to judiciously allocating tasks and resources to ensure the majority of the work will be executed at the lowest available rate, without compromising on the quality of the deliverables.

To ensure the most economical approach to your needs, we are proposing an hourly rate for all services requested. We believe that with this approach, we can achieve a balance between cost-efficiency and excellence in execution. Invoices will be sent monthly based on hours of work completed.

We are proposing a **discounted rate of 75%** of the hourly rate for staff to train on the software. We believe by having Abdo staff train on the software, we can assist with training and documentation to ensure your staff is empowered in their roles to succeed. Abdo staff would also be available for additional support during absences or in the event of additional staff attrition. We view this investment as a partnership to minimize risk to the City in the future.

This quote is valid for thirty (30) days.

Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting and consulting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote financial accounting and consulting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their accounting services. Additional references are available upon request.



CITY OF CRYSTAL

Kim Therres
Assistant City Manager
P 763.531.1132

SERVICES PROVIDED

Long-term Plan
Outsourced Finance Director
Process Evaluation (ProEval)
Utility Rate Study
Budgeting
Audit Preparation
Utility Billing
Payroll Processing

CITY OF NEW HOPE

Valerie Leone
City Clerk / Treasurer
P 763.531.5117

SERVICES PROVIDED

Outsourced Finance Director
Audit Preparation
Long-term Plan
Budgeting

CITY OF MANKATO

Parker Skophammer
Director of Administrative Services
P 507.387.8739

SERVICES PROVIDED

Policy Development

CITY OF SAVAGE

Brad Larson
City Administrator
P 952.882.2660

SERVICES PROVIDED

Audit Preparation
Outsourced Finance Director

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

ABDO FINANCIAL SOLUTIONS INTERIM ACCOUNTING SERVICES

With a staff of experienced professionals, we develop and implement creative solutions for entities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions. Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- Finance Director outsourcing

ACCOUNTING & FINANCIAL SERVICES OUTSOURCING

With a staff of experienced professionals, we develop and implement creative solutions for cities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions.

Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- CFO/Finance Director outsourcing

FINANCIAL MANAGEMENT

As a provider of financial management services for local governments and nonprofit agencies, Abdo Financial Solutions has helped hundreds of {entity_type_plural} throughout Minnesota operate more efficiently.

Are you stretched too thin to focus on the long-term plan? We partner with you to develop strategies and improve existing processes. We draw upon our specialized expertise and technical know-how to deliver creative - and customized - solutions for operating within a tough economic climate. We evaluate your finance department's processes and procedures and identify areas to improve upon while uncovering potential cost-savings.

We partner with you to enhance your city's outcomes and make certain you have the financial information you need to make data-driven decisions. Our financial management and consulting services include:

- Budget Development
- Capital Improvement Planning
- Cash Flow Analysis
- Cost Containment Processes
- Debt Management Planning and Analysis
- ERP System Consulting
- Financial Management Plans
- Financial Reporting and Analysis
- Fleet: Operations and Replacement Rate Development and Analysis
- Interim Accounting and Financial Services
- Internal Control Evaluation
- Long-term Strategic Planning
- Payroll Processing
- Policy Development
- Process Flow Evaluation
- Project Management
- Quarterly and Monthly Reporting to Management
- Reconciliations
- Software Implementation



An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

of our employees
are female



51%

of our
management level
employees are
female



23%

of our interns this
year were people
of color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO **ACT!ON** FOR
DIVERSITY & INCLUSION

YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*



Appendix A

AGREEMENT FOR FINANCIAL
SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on August 15, 2024 by and between the City of Owatonna, Minnesota (hereinafter referred to as the "Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until 12/31/2024 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Client Employment of Contractor's Employees: The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor (collectively the "Contractor Employee Restrictive Covenant").

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

ARTICLE IV - CONTINUED

GENERAL - CONTINUED

Section 8 Client Employment of Contractor's Employees (Continued): In the event Contractor is unwilling to consent to the Client's recruitment, solicitation, employment, or other engagement of a Contractor employee otherwise prohibited by this paragraph and/or agree on the Client's payment of a Restrictive Covenant Exception Fee, then the Contractor Employee Restrictive Covenant shall remain in full force and effect. If the Client breaches or threatens to breach the Contractor Employee Restrictive Covenant, Contractor shall be entitled to injunctive and other equitable relief from a court of competent jurisdiction restraining the Client's breach of said covenant in addition to such other remedies as may be available to Contractor in law and equity, as well as the recovery from Client of Contractor's reasonable attorneys' fees and costs incurred in any such legal action. The Client also acknowledges, understands, and agrees that although the harm Contractor will suffer as a result of the Client's breach of the Contractor Employee Restrictive Covenant cannot be or is very difficult to accurately estimate, the sum which is the greater of (i) 200% of the average annual fees paid by the Client to Contractor for services under this Agreement during the three-year period preceding the breach, or (b) 200% of the employee's average annual compensation during the three-year period preceding the breach represents and constitutes a reasonable estimation of the damages to Contractor caused by Client's breach (the "Liquidated Damages Amount"). Therefore, at its sole election, Contractor may elect to enforce and compel the Client's compliance with the Contractor Employee Restrictive Covenant or to seek an award from Client of the Liquidated Damages Amount, together with the reasonable attorneys' fees and costs incurred by Contractor in connection with any legal action to obtain such relief.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 10 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 12 Municipal Advisor: Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

ARTICLE V

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the Client may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on December 31, 2024.



Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Owatonna

540 West Hills Circle

Owatonna, Minnesota 55060



SIGNATURE

Kris Busse

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436

A handwritten signature in black ink that reads "Jean D. McGann".

Jean McGann, CPA

President and Partner | Abdo

President | Abdo Financial Solutions, LLC

August 15, 2024