



CITY COUNCIL MEETING
Tuesday, October 1, 2024 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Voss, Dotson, Burbank,
Boeke, Raney, Svenby & Schultz

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. WSB, the consultant for the East Side Corridor project, will present a project update regarding an Evaluation of Alternatives. Discussion on development of existing lots and if time allows, there will also be general updates on various boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Public Hearing - Proposed Assessments - Properties with Delinquent Accounts - Owatonna Public Utilities
 - 1.2.1. Resolution 99-24: Adopt Assessments - OPU Delinquent Accounts
- 1.3. Mayor Kuntz
 - 1.3.1. Recommendation for Appointments: West Hills Commission & Human Rights Commission
 - 1.3.2. Proclamation - Domestic Violence Awareness Month - October 2024
 - 1.3.3. Proclamation - Owatonna Foundation Week - October 1-4, 2024
 - 1.3.4. Proclamation - 2024 Firefighter of the Year - Ben Staska Day - October 10, 2024
 - 1.3.5. Proclamation - Pregnancy & Infant Loss Remembrance Day - October 15, 2024

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – September 17, 2024
- 2.2. Minutes - Boards & Commissions
 - 2.2.1. OPU Commission Meeting - August 27, 2024
- 2.3. Department Reports:
 - 2.3.1. Weed/Nuisance Inspection Report - September 25, 2024
- 2.4. Licenses/Permits
 - 2.4.1. Exempt Permit - Owatonna Fire Relief Association - Bingo - November 16, 2024
 - 2.4.2. Exempt Permit - Early Edition Rotary Club - Bingo - November 15, 2024
 - 2.4.3. Event Permit - Mn Snap Low Cost Spay-Neuter Clinic - October 13, 2024
- 2.5. Miscellaneous
 - 2.5.1. Proposal - Revised City Hall CIP Generator Replacement Scope and Design - ICS
 - 2.5.2. Donation - Owatonna Youth Hockey Association Gambling Fund

2.5.3. Resolution 106-24 Authorize Contract for Purchases - Fame Awards

2.5.4. Letter of Agreement - Patent/Trademark City Brand - Greenberg Traurig, LLP

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions

3.2.1. Resolution 100-24: Accept Bids and Award Contract - 18th Street SE Trail Project

3.2.2. Resolution 101-24: Declare Costs - Delinquent Snow Removal Accounts

3.2.3. Resolution 102-24: Set Public Hearing Date - Delinquent Snow Removal Accounts

3.2.4. Resolution 103-24: Execute MN Department of Transportation Grant Agreement for Hangar #10 Roof Replacement Design Services

3.2.5. Resolution 104-24 Award 2024 Demolition Quotes

3.2.6. Resolution 105-24: Appoint Election Judges - 2024 General Election - November 5, 2024

3.3. Miscellaneous

3.3.1. Merrill Hall Lease - Little Theatre of Owatonna

3.3.2. Merrill Hall Lease - Wee Pals Child Care Center, Inc.

4. STAFF REPORTS

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

NOTICE OF HEARING ON PROPOSED ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, MN, will hold a hearing at a regular City Council meeting to be held at 7:00 p.m. on Tuesday, October 1, 2024, in Chambers of the Charles S. Crandall Center at City Hall, 540 West Hills Circle, to pass upon the proposed assessments against properties for the balance of past due utility bills at Owatonna Public Utilities.

Notice of Proposed Assessments have mailed to property owners of delinquent service accounts of property served. The proposed assessments are on file for public inspection at the office of the City Clerk. Written or oral objections will be considered at the hearing. If you have a question or believe this service has been previously paid, we would appreciate it if you would call the Public Utility Office to discuss the proposed assessment before this hearing.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk.

No such appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed, written objection to that proposed assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

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

By: Order of the Owatonna City Council

Date: September 03, 2024

By: 
Kris M. Busse, City Administrator/City Clerk



August 20, 2024

City of Owatonna
Attn: Kris Busse
540 West Hills Circle
Owatonna, MN 55060

RE: Public Hearing request – OPU Delinquent Accounts – Ordinance 35.05

Dear Kris-

Owatonna Public Utilities would like to request City of Owatonna to assess property owners on 7 tax parcel numbers. Total delinquent debt is \$21,719.48.

Please reach out with any questions.

Best Regards,

Toni Van Esch
Customer Service Supervisor
Owatonna Public Utilities

September 4, 2024- Resolution 88-24 Set Public Hearing on Tuesday, October 1, 2024.

Term of Repayment - previously set for OPU Delinquent Account Assessments

1 year if less than \$1,000
3 years if more than \$1,000

OPU request interest set at 5.5% for 2024 assessments.

RESOLUTION NO: 99-24
A RESOLUTION ADOPTING ASSESSMENT FOR UNPAID CHARGES

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment against properties listed by the Owatonna Public Utilities as accounts with balances more than 90 days past due.

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of 1 (one) year if the amount of the assessment is less than \$1,000 or extending over a period of 3 (three) years if the amount of the assessment is more than \$1,000. The first of the installments to be payable on or before the first Monday in January 2025 and shall bear interest at the rate of 5.5 (five and one-half) percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

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

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Kuntz



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Thomas A. Kuntz
Mayor
SUBJECT: Recommendation for Appointments: West Hills Commission & Human Rights Commission

Purpose:

Recommend Council appoint Sara McKay to the West Hills Commission and Sherry Hill to the Human Rights Commission.

Background:

Former members have resigned, leaving vacancies on each of these commissions. These appointments will fulfill the remainder of the previous member's terms; both are due to expire next April 30th. At that time, these new members will be eligible for consideration of reappointment to a new three-year term.

Advertising to fill these open seats was posted and applications received. Phone interviews were completed on Monday, September 23rd with myself, Council Member Raney, Human Rights Commission Members Jim Gunderson and Jessica Bjore present. Background Verifications were completed on these applicants and Chief Mundale has no objections to these appointments.

Budget Impact:

None, these are volunteer member commissions for the City.

Staff Recommendation:

Staff recommends approval of these appointments.

Attachments:

None



Proclamation

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly, and

Whereas, the problems of domestic violence are not confined to any group or groups of people, but cut across all socio-economic, cultural, racial, sexual orientations, genders, age and societal barriers, and are supported by societal indifferences, and

Whereas, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world, and

Whereas, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

Now therefore, in recognition of the important work done by domestic violence programs, I, Thomas Kuntz, Mayor of the City of Owatonna do hereby proclaim the month of October to be

Domestic Violence Awareness Month

and urge all Owatonna citizens to actively participate in the activities and programs that work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Dated: October 1, 2024

Signed: _____
Thomas A. Kuntz, Mayor, City of Owatonna





Proclamation

- WHEREAS** The Owatonna Foundation began in 1958 and has established a goal to improve the quality of life for present and future generations of Owatonna residents; and
- WHEREAS** The Owatonna Foundation is committed to a strong leadership role in helping fundraising initiatives that engage our community and assist volunteers with energy, enthusiasm and success; and
- WHEREAS** The Owatonna Foundation touches the lives of every citizen in Owatonna and helps to shape the future of our community by funding projects that make a difference; and
- WHEREAS** The Owatonna Foundation makes our community stronger by distributing funds in the form of grants for specific “brick and mortar” community projects as well as through scholarships to help further the educational goals of individuals; and
- WHEREAS** More than 300 projects totaling over \$13 million dollars have been invested through the Owatonna Foundation to improve the welfare of our community within the areas of Arts, Community, Education, and Recreation; and

NOW THEREFORE I, Thomas A Kuntz, Mayor of the City of Owatonna, hereby proclaim this week, October 1 through October 4, 2024 as

OWATONNA FOUNDATION WEEK

And ask the Citizens of Owatonna to help recognize and support the Owatonna Foundation as they raise the visibility and awareness of the Owatonna Foundation’s role in improving the quality of life in Owatonna.

Dated: October 1, 2024

By: _____
Thomas A. Kuntz, Mayor





Proclamation

WHEREAS Ben Staska has been selected by his peers as the
2024 Firefighter of the Year; and

WHEREAS Ben grew up in Owatonna with hopes that someday he would become a firefighter and follow in the footsteps of his Uncle Brian Staska and Grandpa Robert Lewis; and

WHEREAS Ben started college at Fox Valley Technical College in Wisconsin and returned to Minnesota to graduate from Riverland Community College with an Associate Degree in Fire Science Technology; and

WHEREAS Ben joined the Owatonna Fire Department in January 2020 as a Paid-on Call Resident Firefighter. Eight months later, he moved to become a full-time Firefighter/EMT in East Grand Forks, MN; and

WHEREAS Ben returned to Owatonna two years later, is currently a Fire Equipment Operator and thankful for the support he receives from his family and friends.

NOW THEREFORE I, Thomas A Kuntz, Mayor of the Great City of Owatonna, hereby proclaim Thursday, October 10, 2024 as

BEN STASKA DAY

and call upon all Owatonna Citizens to thank Ben for his service. The Exchange Club of Owatonna will host the 2024 Firefighter Banquet on Thursday, October 10th at the Owatonna Eagles to recognize Ben for this honor and also acknowledge all of our firefighters that risk their lives for us each day. Dated October 1, 2024

By: _____
Thomas A. Kuntz, Mayor





Proclamation

WHEREAS, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy and early childhood; and

WHEREAS, Many of these parents live in, deliver in, have a child die in, or bury a child in our community; and

WHEREAS, Infants Remembered In Silence (IRIS) a nonprofit organization was founded 1987 to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS) and related syndromes, illness, accidents, murder, and all other types of infant and early childhood death; and

WHEREAS, the City of Owatonna wishes to acknowledge the profound grief experienced by parents, and families who suffer the death of a baby; and

WHEREAS, Bereaved parents in Minnesota, in the United States and around the world remember their children in their homes and/or at small gatherings, on October 15 with candle lighting from 7 – 8 pm. This proclamation unifies these parents in tribute to their children; and

WHEREAS, In 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month in the United States, honoring the lives of children gone too soon and in support of grieving parents, siblings, grandparents, family members, and friends whose lives are forever changed by the heartbreaking death of a child; and

WHEREAS, In honor of the children that die each year in the City of Owatonna , Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15th, 2024 be recognized as Pregnancy and Infant Loss Remembrance Day and invites residents to join in remembering and honoring the lives of children.

NOW, THEREFORE, I, Thomas A. Kuntz, Mayor of the City of Owatonna, do hereby proclaim October 15th as

Pregnancy and Infant Loss Remembrance Day

in the City of Owatonna. I have hereunto set my hand and caused City Seal to be affixed.

Thomas A. Kuntz, Mayor

Date



Owatonna City Council Minutes – DRAFT Copy
September 20, 2024

On Tuesday, September 20, 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 Svenby, Voss, Dotson, Burbank, Boeke, Raney and Schultz; IT Technician Specialist Enz; Sergeant Satre; City Attorney Walbran; City Administrator Busse; Assistant City Administrator Tuma and Administrative Coordinator Clawson.

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

Consent Agenda Items

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

- Minutes – City Council Meeting - August 20, 2024
- Minutes - City Council Meeting - September 3, 2024
- Minutes - Joint Powers Board Meeting - August 7, 2024
- Minutes - HRA Meeting - August 26, 2024
- Minutes - Planning Commission Meeting - August 27, 2024
- Building Inspection Monthly Report - August 2024
- Weed/Nuisance Inspection Report - September 11, 2024
- Event Permit - Owatonna Fire Department Open House/Chili Feed - October 6, 2024
- Event Permit - Trick or Trunk at Trinity Church - October 30, 2024
- Resolution 98-24 Authorize Contract for Purchases - Fame Awards
- Great River Greening Agreement
 - A Memo of Understanding to allow Great River Greening to work on public property in one census tract that qualifies as a disadvantaged area, with the goal of increasing tree canopy.
- Limited Use Agreement - ROW at 212 & 216 Bridge Street W - Stadheim Properties of Owatonna, LLC
 - Stadheim Properties of Owatonna, LLC wishes to use a portion of City right-of-way at 212 and 216 Bridge St W for accessing the property of 216 Bridge St W and meeting accessibility requirements. The improvements include stairs, railing, two landings, and a raised sidewalk. A copy of the Easement Infinitely Stadheim Properties, LLC has with Lynal Torabpour, owner of 212 Bridge Street W was provided.

Council Member Dotson made a motion to approve these Consent Agenda items, Council Member Boeke seconded the motion. Council Member Voss recused himself from vote, the resolution included is for his business, all members voting, voted aye for approval.

Finance Report

Council Vice President Raney recapped payments made for amounts greater than \$20,000 during this period.

\$ 22,742.82	Central Farm Service - fleet fuel
301,886.17	Crane Creek Asphalt - asphalt
37,133.60	Innovative Masonry Restoration - masonry repair & tuckpointing, Pay Est #3
110,558.20	Motorola Solutions Inc - 20 portable radios, accessories, 3 yr service
246,457.95	Pearson Brothers Inc - Street Maintenance Pay Est #1
144,072.86	Southeast Service Cooperative - Aug 2024 health ins premiums
45,125.85	Steve James Excavating Inc - overlay prep project - Pay Est #2 - \$37,825.00 - dirt, rock, sanitary repair, curb replace & sump line repairs \$7,300.85
132,764.40	Wencl Construction - 2024 Street & Utility- Pay Est #1
128,371.97	Other Expenditures
\$ 1,169,113.82	Total Expenditures presented for approval

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

Resolution 93-24 Proposed 2025 City Budget and Levy

City Administrator Busse requested approval of Resolution 93-24 to set the Proposed 2025 City Levy and 2025 Proposed Budget. The Proposed Levy includes an increase of 8%; the current year's estimated growth rate is 7.2%, the city strives to have its levy increase follow growth. The primary drivers of the levy rate are related to personnel, which accounts for 74% of the general fund operating costs. Low unemployment rates and strong competition for the workforce requires the city to provide employees compensation and benefits that encourage retention. As several items have not been finalized, labor contract negotiations and insurance selections, the Preliminary Levy was prepared with an 8% increase. The total proposed City levy is \$19,671,155.

The proposed budget is consistent with the City's strategic plan. With the city's growth, staffing additions are also included in this budget. There is also an annual increase in wages and advancing satisfactorily performing employees on their pay scales.

The City Council is required to adopt a proposed budget for the following year and certify its proposed property tax levy to the County Property Tax and Elections Office on or before September 30th. The final levy amount and budget will be presented on December 3rd at 6:00 p.m. Council can approve a Final Levy amount that is lower but not greater than the Proposed Levy amount.

Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. Council Member Raney commented he will support this proposed 8% levy increase but considers this a starting point and hopes that when the current unknowns are resolved, the proposed levy will be adjusted to include only a 7.25% increase. Council

Member Voss commented that he agrees with Council Member Raney. Council Member Svenby commented he understands the need to plan at the higher amount with current variables unknown; the original budget drafted required a 7.5% levy increase so he also hopes the final levy will be lower than this proposed 8% increase. City Administrator Busse commented that is what she and staff will be working for. With no additional comments, six members voted aye, Council Member voted nay, and the motion carried.

Resolution 94-24 Proposed 2025 HRA Levy and Budget

City Administrator Busse requested approval of Resolution 94-24 setting the proposed 2025 HRA (Housing and Redevelopment Authority) Levy and Budget. The HRA is considered a special taxing district, and its levy is adopted separately from the City levy. The City Council is required to adopt a proposed budget for the following year and certify its proposed property tax levy to the county auditor on or before September 30th. An overview of the proposed 2025 budget was presented to council on August 27. A more detailed presentation of the HRA budget and levy was presented to council on September 10.

The 2025 budget for the HRA includes the addition of a .7 FTE housing specialist to aid in the increasing number of vouchers that are being managed. The amount of the levy shall be an amount approved by the governing body of the city but shall not exceed 0.0185 percent of estimated market value. Per the County Auditor & Assessor, the 2023 estimated market value was \$2,741,293,500. The final levy amount and budget will be presented on December 3rd at 6:00 p.m. Council can approve a final levy amount that is lower but not greater than the proposed levy amount. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 95-24 Set Public Hearing Date for TIF District 20-1, Modern Aire Apartments

City Administrator Busse presented Resolution 95-24 to set the date for a public hearing date for consideration of Redevelopment TIF District 20-1. 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.

On August 20, 2024, City Council approved Resolution 85-24 setting the date for this public hearing on October 1st; however, more time is needed to prepare the TIF Plan. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 96-24 Declare Costs to be Assessed - Weed and Nuisance Compliance

City Administrator Busse requested approval of Resolution 96-24 declaring cost to be assessed and order preparation of the Proposed Assessments for unpaid weed and nuisance expenditures incurred by the City during 2024. The Owatonna Fire Department enforces the city codes for mowing of weeds and grass, other harmful vegetation, and other services by using a mowing service to bring noncompliant properties into compliance. The total assessment amount, \$1,844.15, will reimburse the city for the cost of weed and nuisance enforcement. The City's share of these costs will be \$0. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members voted aye for approval.

Resolution 97-24 Set Date for Public Hearing - Proposed Assessments - Weed and Nuisance Compliance

City Administrator Busse requested approval of Resolution 97-24 setting the date for the public hearing to consider the Proposed Assessments for weed and nuisance expenditures incurred by the City during 2024. This hearing will be held on Tuesday, October 15th at 7:00 p.m. in Chambers of the Charles S. Crandall Center at City Hall. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye for approval.

STAFF/PUBLIC COMMENTS

Melissa Zimmerman, 2525 Stony Creek Drive, commented that last month there was an accident on 3rd Ave with speed in excess of 95 mph. Last week, there was a high-speed chase into Mineral Springs Park in excess of 85 mph and a driver was ticketed for driving 114 mph on 29th Avenue, the anticipated proposed route for the city's East Side Corridor. Understandably, there is nothing we can do to control other's speed but if 29th Avenue is used as the city's East Side Corridor, the children currently living and playing in this area will be at risk. If the corridor is built using 34th Avenue, there will be buffer protecting these children. During the Study Session tonight, a council member said, "If we don't have good roads, safe clean water, we don't have anything". Consider safety and quality of life of our residents before making any decision on the which route to use.

Matt Sennott, 2519 Stony Creek Drive, commented he has frequently heard elected city officials say the East Side Corridor is a County Project and the city won't be making the decision on which route is used. The city has a \$2.2 million dollar influence in this project, and he believes this does give the city a voice in the selection of the route. 29th Avenue is 30 years old with establishes homes within 15 feet of the roadway. He is looking forward to the soon-to-be-release of the completed study documentation showing proposed alternate routes. He asks for council members to represent their community with their power to influence the decision of which route will be chosen.

Gary Jones, 995 Ridge Road, commented there are currently a lot of bugs in Mineral Springs Park and when the weather changes and bugs are gone, many will want to enjoy more time in the city's parks. Last year, the temperatures on the opening days of the City's Deer Management Program were 78 and 82 degrees but parks couldn't be enjoyed by everyone because there were bow hunters present. The City of Rochester doesn't use parks for their deer management program if they have a potential entry from the public. He requests the City of Owatonna remove Manthey Park & Mineral Springs Park for the list of parks available within the Deer Management Program, and available to everyone.

COUNCIL COMMENTS:

Council Member Raney commented there was an article in the Owatonna People's Press today about the Health Care Needs within our community. It was a good article to read and hopefully a solution can be found staff and Council Members have been working with two private companies which also offer services. Hopefully, this will open eyes of the two larger medical providers, Allina Hospital and Mayo Clinic. He expressed condolences to the family of Keith Bangs, the OHS Golf Coach for many years who passed away last week.

Council Member Voss commented that he and Council Member Svenby will attend a neighborhood meeting late tomorrow afternoon with Police Chief Mundale present to discuss speed control along Third Avenue NE.

Council President Schultz commented the final item on the agenda is a meeting the City Attorney Walbran. This will be a closed-door meeting pursuant to Minn. Stat. §13D.04 Subd. 5 and §13D.05 Subd. 3 (b). for the purpose to discuss anticipation of a civil legal action pertaining to the failure of some of the materials used in the North Cedar Avenue Streetscape Project. The need for absolute confidentiality of discussions between the Council and the City Attorney is necessary to consider available legal options to avoid litigation, review possible legal remedies, and possible litigation strategies. At 7:24 p.m., Council Member Dotson made a motion to recess with intent to reconvene in closed session after the room has cleared. Council Member Svenby seconded the motion, all members voted aye in approval.

At 7:33 p.m., Council President Schultz called the closed-door meeting to order. Present were Council Members Svenby, Dotson, Boeke, Schultz, Raney, Voss, and Burbank; City Attorney Walbran; Assistant City Administrator Tuma; City Administrator Busse and Public Works Director Murphy.

At 8:05, Council President Schultz ended the closed-door session. Council Member Boeke made a motion to adjourn, Council Member Dotson seconded the motion, and the meeting ended.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commission Minutes

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Zirngible, Rossi, Johnson and Vetter. Also present were General Manager Warehime; Director, Finance & Administration Olson; Director, Engineering & Field Services Fenstermacher; Director, Information Technologies & Metering Baum; Manager, Gas/Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Accountant, Lori Jerpbak; and, GIS Coordinator, Shannon Petty. Other guests included Dave Geschwind and Jeremy Sutton, Southern Minnesota Municipal Power Agency and customer, Roger Wacek.

President Zirngible called the meeting to order and led the Pledge of Allegiance. He then asked for any changes to, and/or approval of, the agenda and consent agenda. The consent agenda items consisted of minutes from the July 23, 2024 Commission meeting and the contributed services report as of July 31, 2024. Commissioner Ross moved to accept the agenda and consent agenda items. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Finance Committee - Commissioner Johnson reported the Finance Committee met, reviewed, and approved Vouchers totaling \$5,292,929.94. He further reported there were not any work orders closed during the month. Sixty-four work orders remain open for the year. All three utilities are doing well coming in above the budgeted plan for the year.

Personnel Committee – Commissioner Rossi noted the Personnel Committee did not meet in August. As the date of this meeting, OPU has gone 306 days without an OSHA recordable incident.

City Administrator' Report

City Administrator Busse was not in attendance to give a report.

SMMPA Update on Generation and Transmission

General Manager Warehime introduced Dave Geschwind, CEO, and Jeremy Sutton, Chief Operating Officer for the Southern Minnesota Municipal Power Agency (SMMPA). He noted, Mr. Geschwind and Mr. Sutton will discuss a capacity study, as well as local generation in Owatonna, and trends in transmission throughout the region. Mr. Geschwind discussed the need for new generation and how Owatonna is the prime location for that. He discussed the competing interests SMMPA is trying to address in addition to their obligations throughout Minnesota and the reliability commitments they have to the Mid-continent Independent Systems Operator (MISO). He noted, the state legislature passed a law in 2023 for utilities to be 100% carbon free by 2040. SHERCO 3 coal fired plant in Becker, MN, which SMMPA is a part owner of, is scheduled to be offline by 2030. One side of the issue is the energy transition and on the other side is reliability.

Mr. Sutton discussed the reason for a new combustion turbine. He discussed capacity versus energy noting capacity is required by regulation. He discussed different energy sources such as wind and solar and noted they are intermittent which allows for only a portion of their installed capacity to be counted towards what is available for energy output. Resources such as a combustion turbine are considered dispatchable meaning their energy output is much higher and they can be called upon at any time if additional energy is needed. He further discussed the mix of generation in the MISO territory noting SMMPA is required to cover the load capacity in their territory plus reserves. Mr. Geschwind explained the differences between accreditation in summer versus winter regarding renewable energy. Storage will be a big factor in meeting these loads, but it is not anticipated to be available at a utility scale for another 15-20 years. Wind and solar are the first resources to be exhausted when needing to cover load due to the low cost of producing these commodities. However, once the sun goes down, solar is no longer a viable option further making the case for the need for other capacity.

Mr. Sutton then discussed the process for finding a combustion turbine. After the RFP came back, he discussed the unit selected and discussed potential land plots in Owatonna where it could be located. He further discussed the construction timeline from start to finish including the air permitting process, supply chain lead times, and an impact study. The impact study was completed, and it was determined there are not any impact issues in this area. The whole process takes about 4 years. SMMPA asked the Commission to help come up with the name of this new generating unit. Commissioner Vetter inquired about the noise issues. Mr. Sutton explained the traits of the new turbine and noted outside the building there is not hardly any noise.

From an economic development standpoint, Owatonna has been asking SMMPA what Owatonna's ability is to serve additional load; how much load can the transmission system handle. Mr. Geschwind discussed a study conducted with Great River Energy to address this question. He discussed different scenarios, noted Owatonna has multiple transmission lines coming into town, and the impacts of losing one of those transmission lines. While there is still transmission coming into town, the voltage on the entire system needs to stay at a high enough level (above 95%) that it won't stress the system. One solution is to add a capacitor bank which is a lower cost option. With no generation load on in Owatonna, the system could support 50 MW with system adjustments (coordination from a system operator), no cost to do that. By adding a new capacitor bank at about \$3.2 million, without system adjustments, 40 MW could be supported which is about 50% of Owatonna's load today. With system adjustments, 95 MW could be supported. If a company wanted to bring a 200 MW load to town, the capacitor bank could not support that so other options would have to be looked at.

General Manager/Staff Report

General Manager Warehime introduced Shannon Petty, OPU's GIS Coordinator. Mr. Petty demonstrated to the Commission the new job site briefing process he developed using OPU's GIS system.

Mr. Warehime updated the Commission on the history book noting it is in the printing process and the final logo has been signed off on.

Mr. Warehime updated the Commission on the Bridge St. Building noting Viracon has determined they will need the space for additional expansion plans and how it will impact their warehouse. They cannot give up the space OPU was looking to use. OPU will no longer be pursuing purchasing this facility.

Commission Roundtable

Commissioner Rossi thanked the other Commissioners for their hard work on the annual review for the General Manager.

Audience Comments

Due to the length of the meeting, Mr. Wacek will email his comments.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:48 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications and Administration Coordinator



CITY OF
OWATONNA

Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
September 11, 2024 to September 25, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	Vacant lot 17-004-1404 with long grass/weeds per complaint picture 8986 as of Sept 18, 2024.	9/18/2024			9/20/2024	Has been cut.	1
Fox Hollow Lane	Has been cut.	9/11/2024			9/11/2024	Has been cut.	0.5
Greenleaf Place Southeast	Vacant lots 17-547-0102 and 17-547-0104 with long grass and weeds. complaint pictures 8943 and 8948 as of Sept 12, 2024.	9/12/2024	9/17/2024	10/1/2024	9/24/2024	The vacant lot has been mowed as of Sept 24, 2024. RJS	1
Greenleaf Road Southeast	Vacant lots 17-369-0104, 17-369-0105, 17-369-0106, 17-369-0107, 17-547-0108-(does not have trees and branches on the ground) with long grass and weeds. per complaint pictures 8944, 8945, 8946, 8947, 4949. The vacant lots has cut trees and branches on the ground area as of Sept 17, 2024. review the attached complaint pictures 8983, 8984 of cut trees and branches on the ground in the vacant lots as of Sept 18, 2024. Additional picture 8992 of west side of Greenleaf Road Southeast as of Sept 20, 2024.	9/12/2024	9/17/2024	10/1/2024		Owner will cut lots once the trees have been taken care of.	1
Harvest Lane Northwest	Vacant lot 17-592-0101 with long grass and weeds as of Sept 12, 2024. See attached complaint pictures 8951, 8971 of the complaint vacant lot as of Sept 12 and 16, 2024.	9/12/2024	9/17/2024	10/1/2024			0.5
Robin Hood Lane Southeast	Vacant lot 17-547-0113 with long grass and weeds as of Sept 12, 2024. Per complaint picture 8950 as of Sept 12, 2024.	9/12/2024	9/17/2024	10/1/2024			0.5
Stony Creek Drive	Has been cut.	9/11/2024			9/11/2024	Has been cut.	1
1020 Frontage Road West	Vacant lot 17-581-0102 with long grass and weeds as of Sept 13, 2024. Per complaint picture 8957 as of Sept 13, 2024.	9/13/2024	9/17/2024	10/1/2024			0.5
1039-1041 Oak Avenue South	Long grass and weeds in all yards.	9/23/2024	9/26/2024	10/6/2024			0.5
1055 11 Avenue Northeast	The complaint location with long grass and weeds has been mowed as of Sept 16, 2024. RJS	9/16/2024			9/16/2024	Has been cut.	0.5
1064 Grove Avenue South	The complaint location sidewalk with overgrown shrub and parts of the north side of the house and driveway have been cut and removed as of 9/11/24. RJS	9/11/2024			9/11/2024	Has been cut.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 11, 2024 to September 25, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
201 South Street East	The complaint location with long grass and weeds has been mowed as of Sept 13, 2024. RJS	9/13/2024			9/13/2024	Has been cut.	0.5
202 South Street East	The complaint location has finished mowing the long grass and weeds as of Sept 13, 2024. RJS	9/13/2024			9/13/2024	Has been cut.	0.5
205 Oak Avenue North	Tall grass and weeds in landscaping.	9/25/2024	9/26/2024	10/8/2024			0.5
2104 Harbour Oak Drive Southeast	The vacant lot has been mowed and the tall weeds around utility units also have cut as of Sept 11, 2024. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
222 School Street West	Reinspection picture 8956 of the complaint location's refrigerator still in front of the garage as of Sept 13, 2024. RJS Need to send a third violation notice.	9/13/2024	9/26/2024	10/7/2024			0.5
2392 Haddonstone Lane Northeast	Vacant lot with long grass and weeds.	9/20/2024	9/26/2024	10/10/2024			0.5
2396 Haddonstone Lane Northeast	Vacant lot with long grass and weeds.	9/20/2024	9/26/2024	10/10/2024			0.5
241 Barney Street West	Long grass and weeds in all yards per complaint picture 8979 as of Sept 18, 2024.	9/18/2024	9/23/2024	10/3/2024			0.5
2535 Harvest Lane Northwest	Vacant lot 17-592-0202 with long grass and weeds as of Sept 16, 2024. Per complaint picture 8952 as of Sept 12, 2024.	9/12/2024	9/17/2024	10/1/2024			0.5
2545 24 Avenue Northwest	Vacant lot 17-592-0102 with long grass and weeds as of Sept 12, 2024, Per attached complaint picture 8953 as of Sept 12, 2024. 9/19/24 - spoke with owner. The farmer will be baling it before Oct 1, weather permitting. 9609	9/12/2024	9/17/2024	10/1/2024			0.5
2595 Stony Creek Drive	Has been cut.	9/11/2024			9/11/2024	Has been cut.	0.5
335 Plainview Street	Complaint: Buckthorn growing over property line. 9/25/24 - spoke with 9601 - he is researching buckthorn enforcement.	9/24/2024					0.5
345 Vine Street East	Long grass and weeds in all yards per complaint picture 8975 at the complaint location as of Sept 18, 2024.	9/18/2024	9/23/2024	10/3/2024	9/23/2024	Has been cut.	1
384 Sylvan Street	Long grass and weeds in all yards and driveway.	9/20/2024	9/26/2024	10/6/2024			0.5
409 Sylvan Street	Long grass and weeds in all yards.	9/20/2024	9/26/2024	10/6/2024			0.5
416 Sylvan Street	The complaint location's front blvd area has been mowed as of Sept 17, 2024.	9/17/2024			9/19/2024	Has been cut.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
September 11, 2024 to September 25, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
426 Sylvan Street	The complaint location has been mowed as of Sept 17, 2024. RJS	9/17/2024			9/17/2024	Has been cut.	1
470 Bridge Street West	Long grass and weeds in all yards per complaint picture 8967 as of Sept 16, 2024.	9/16/2024	9/23/2024	10/3/2024			0.5
474 Bridge Street West	Long grass and weeds in all yards per complaint picture 8966 as of Sept 16, 2024.	9/16/2024	9/23/2024	10/3/2024			0.5
506 Maple Drive	Tall weeds around the base of house (flower bed) per complaint picture 8976 as of Sept 18, 2024.	9/18/2024					0.5
506 Oak Avenue South	The complaint location with tall thistles and weeds around the crossing signal on the blvd area has been cut and removed as of Sept 11, 2024. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
531 Mineral Springs Road Northeast	Long grass and weeds in all yards per complaint picture 8938 as of Sept 11, 2024.	9/11/2024	9/17/2024	9/27/2024	9/17/2024	Has been cut.	1
543 Broadway Street East	The complaint location with long grass and weeds in all yards has been mowed as of Sept 12, 2024. RJS	9/12/2024			9/12/2024	Has been cut.	0.5
550 Hazel Lane	Reinspection picture 8987 shows the un-mowed yards as of Sept 20, 2024. Need to call the lawn service. RJS	9/20/2024			9/23/2024	Has been cut.	0.5
557 Mineral Springs Road	Long grass and weeds in all yards.	9/24/2024	9/26/2024	10/8/2024			0.5
558 Hazel Lane	The complaint location has not mowed the yards as of Sept 20, 2024. Attached is the reinspection picture 8988 with uncut grass and weeds in all yards as of 9/20/24. RJS	9/20/2024	9/10/2024	9/20/2024		Contacted mower to cut.	0.5
566 Mineral Springs Road Northeast	Long grass and weeds in all yards per complaint picture 8937 as of Sept 11, 2024.	9/11/2024	9/17/2024	9/27/2024	9/20/2024	Has been cut.	1
569 Mineral Springs Road Northeast	Long grass and weeds in all yards.	9/24/2024	9/26/2024	10/8/2024			0.5
622 Prospect Street	Reinspection picture 8968 of the complaint location backyard not mowed as of Sept 16, 2024.	9/16/2024	9/4/2024	9/14/2024		Contacted mower to cut.	1
635 Cherry Place	Long live plants on the top of complaint house per complaint picture 8936 as of Sept 11, 2024..	9/11/2024	9/17/2024	9/27/2024	9/25/2024	Has been cut.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
September 11, 2024 to September 25, 2024							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
640 12 Street Northeast	Need updated picture of overflowing garbage. See attached complaint location pictures 8972, 8973 on the east side of house and front of garage as of Sept 17, 2024, 9/18/24 - Garbage has been disposed of and personal items cleaned up. 9609	9/17/2024	8/21/2024	9/1/2024	9/18/2024	Garbage has been disposed of and personal items cleaned up.	1
650 Allan Avenue Southwest	Long grass and weeds in all yards per complaint location pictures 8977, 8978 as of Sept 18, 2024.	9/18/2024	9/23/2024	10/3/2024			0.5
704 Cherry Street	Long grass and weeds in all yards complaint pictures 8960, 8961 as of Sept 16, 2024.	9/16/2024	9/23/2024	10/3/2024			0.5
710 El Dorado Street Southeast	The vacant lot with long grass and weeds has been mowed as of Sept 11, 2024. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
725 Escalade Lane Southeast	The complaint vacant lot with long grass and weeds has been mowed as of 9/11/24. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
808 Elm Avenue North	Picture 8989 of the south side of the complaint location was taken on Sept 20, 2024. All complaint items were removed from the south side of the complaint location.	9/20/2024			9/20/2024	Have been removed.	0.5
810 Minnesota Avenue	South side house, garage - long grass and weeds per complaint pictures 8959, 8970 as of Sept 16, 2024.	9/16/2024	9/26/2024	10/6/2024			0.5
825 Dawn Place	Complaint: Mattress and other items at the end of the driveway. Per complaint picture 8998 - no complaint items at the end of driveway as of Sept 24, 2024. RJS	9/24/2024					0.5
829 Escalade Lane Southeast	The complaint vacant lot has been mowed as of 9/11/24. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
859 Escalade Lane Southeast	The complaint vacant lot has been mowed as of Sept 11, 2024. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
865 Escalade Lane	The complaint vacant lot with long grass and weeds has been mowed as of Sept 11, 2024. RJS	9/11/2024			9/11/2024	Has been cut.	0.5
903 Rose Street East	Complaint: Tall grass in backyard per complaint pictures 8954 (front of house) and 8955 (backyard) as of Sept 13, 2024.	9/13/2024	9/17/2024	9/27/2024			0.5
916 Grove Avenue South	Complaint: Tall grass is laying over in the backyard; pile of garbage by back door. See attached complaint picture 8974 of the location's backyard area as of Sept 17, 2024. Unable to see the pile of garbage by the back door from the street as of Sept 17, 2024. See attached pictures 8980 (backyard), 8981(back of garage), 8982 (back door of house) as of Sept 18, 2024	9/17/2024					0.5



CITY OF
OWATONNA

Licenses Permits

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Owatonna Fire Relief Association Previous Gambling Permit Number: X-74005
 Minnesota Tax ID Number, if any: 41-6032886 Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 107 W. Main St.
 City: Owatonna State: MN Zip: 55060 County: Steele
 Name of Chief Executive Officer (CEO): Justin Brown
 CEO Daytime Phone: (507)475-1787 CEO Email: justin.brown@ci.owatonna.mn.us
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): leila.kath@ci.owatonna.mn.us

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 E Rose St

Check one:

☒ City: Owatonna Zip: 55060 County: Steele
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): November 16th, 2024

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

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

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

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

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

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

Print City Name: Owatonna

Signature of City Personnel:

Jeannette Clavson
Title: Mayor (Coordinator) Date: 9/20/24

**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: 9-18-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Justin Brown

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

LG240B Application to Conduct Excluded Bingo**No Fee**5/24
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Owatonna Rotary Club- The Early Edition Previous Gambling Permit Number: XB-94946-24-005

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 91-2079541

Mailing Address: PO Box 394

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

Name of Chief Executive Officer (CEO): Kim Schaufenbuel, President-Early Edition Rotary

CEO Daytime Phone: 507-201-5583 CEO Email: kim.schaufenbuel@riverland.edu
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): darrenr@drdarrenowatonna.com or rguthier@owatonna.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least 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.)

- ☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from: Rotary International District #5960
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
247 2309-2
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☒ Yes ☐ NoIf yes, list the dates when bingo was conducted: April 13, 2024

The proposed bingo event will be:

- ☒ one of four or fewer bingo events held this year. Dates: Friday, November 15, 2024
- OR-**
- ☐ conducted on up to 12 consecutive days in connection with a:
- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Darren Roemhildt Daytime Phone: 507-451-7580Name of premises where bingo will be conducted: Eagles Club Aerie 1791Premises street address: 141 E Rost STCity: Owatonna If township, township name: _____ County: Steele

LG240B Application to Conduct Excluded Bingo

5/24
Page 2 of 2

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

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Owatonna

Signature of City Personnel:

Joanette Clawson

Title: Admin Coordinator Date: 9/26/24

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

COUNTY APPROVAL for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: N/A

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 excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota 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.

Chief Executive Officer's Signature: Kim Schaufenbuel Date: 9/26/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Kim Schaufenbuel

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

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

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 Department 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.

An equal opportunity employer

EP-24-51

Events Permit

Application

Status: Active

Submitted On: 9/18/2024

Primary Location

No location

Applicant

Liane Peterson



507-456-3267



lpeters91453@gmail.com



335 Pylor Place NW

Owatonna, MN 55060

Event Information**Event Name**

MN Snap Low Cost Spay/Neuter Clinic

Sunday, Oct 13th - MN Snap Low Cost Spay/Neuter Clinic from 7am to 5 pm. Use of City's shop at 1100 Industrial Road. The shop has electrical access/connection previously installed for similar events at this site. The new facility nearing completion and scheduled clinic prior to opening of their new site. Clinic is open 7:30-5:00 and clean-up completed shortly after 5:00 pm.

Location of Event*

1100 Industrial Road

Event Contact*

Liane Peterson

Description of Event* ?

Low income spay/neuter clinic for people that have animals & want to take proper care of them but are on a limited budget. Will also help with overpopulation.

Event Set Up Date

10/13/2024

Event Set Up Time* ?

7:00 AM

Actual Event Date*

10/13/2024

Actual Event Time* ?

7:30 AM - 5:00PM

Clean Up Date*

10/13/2024

Clean Up Time ?

5:00 PM

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

Canceled

Estimated Attendance* ?

10

Application Information

Sponsoring Organization Name*

Steele County Humane Society

Mailing Address*

PO Box 220

City*

Owatonna

State*

Minnesota

Zip*

55060

Website Address*

steelecountyhumanesociety.net

Primary Contact

Name*

Liane Peterson

Phone Number*

507-451-4397

Cell Phone

507-456-3267

Email Address*

lpeters91453@gmail.com

Primary On-site Contact

Name*

Liane Peterson

Cell Phone*

507-456-3268

Alternate On-site Contact

Name*

Diane Nagel

Cell Phone*

507-475-4590

Refer Media or Citizen Inquiries To:

Name*

Liane Peterson

Phone*

507-456-3267

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

Yes

Number and Size*

1 6' x 3'

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

No

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

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

Describe level of advertisement* ?

Paper, flyers, radio

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

No

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Everything is wiped down & stacked (tables & chairs). All garbage is collected & put in cans

Will event need traffic control?*

No

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

N/A drop off service event

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

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

N/A if bad weather event will be cancelled

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

Name*

Liane Peterson

Phone Number*

507-456-3267

Email*

lpeters91453@gmail.com

List any other pertinent information

Need 10 tables and 10 chairs

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

Applicant Signature

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

Signature of Applicant*

✓ Liane Peterson
Sep 18, 2024

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

Approved, with no comment.

🔒 Park & Rec. Department Approval / Comments / Notes

Liane should contact Jesse Wilker - 507-456-3090 for key pick-up and drop off before/after event.

🔒 Police Department Approval / Comments / Notes

Approved, no impact on OPD.

🔒 Public Works Department Approval / Comments / Notes

Approved, no impact on Public Works.

🔒 Building & Inspection

Approved, with no comment.

🔒 Date to Council

— October 1, 2024

🔒 Council Notes

🔒 Items Needed

Use of City's shop at 1100 Industrial Road. The shop has electrical access/connection previously installed for similar events at this site. The new facility nearing completion and scheduled clinic prior to opening of their new site.

Attachments



Site Plan

IMG_20240311_083354.jpg

Uploaded by Liane Peterson on Sep 18, 2024 at 6:54 AM

REQUIRED



CITY OF
OWATONNA

Miscellaneous



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Proposal - Revised City Hall CIP Generator Replacement Scope and Design - ICS

Purpose:

Seeking approval of the ICS agreement for Project Development and Scoping Service for the City Hall CIP Generator Replacement with a revised price to include the electrical design review for appropriate capacity.

Background:

The City Council approved this proposal on July 2, 2024 for \$8650. After reviewing it, it was realized that the proposal didn't have the correct agreement, which should have included service for the electrical design review for appropriate capacity.

The approved 2024 Capital Improvement Project (CIP) includes replacing the City Hall generator. However, additional evaluation and scope are needed before seeking bids to properly size and replace the generator.

The City has been collaborating with ICS on Government Buildings since 2019, and they understand the City's buildings and CIP projects well. By conducting a thorough review and scoping, we can ensure that we accurately identify the project scope and the appropriate requirements.

The new generator will power the Crandall Center, including the Council Chambers and the new addition. This will help ensure all necessary work is included and identified when bidding.

Budget Impact:

The revised proposal of a \$18650 fee will be included in the approved 2024 CIP project of \$125,000.

Staff Recommendation:

Staff recommends approval of the revised proposal.

Attachments:

1. Owatonna City Hall Generator Scoping Proposal



A LEGENCE Company

City of Owatonna

540 West Hills Circle, Owatonna, MN 55060



Project Development and Scoping Services for City Hall Electric Generator Replacement

May 8, 2024; Updated July 15th, 2024



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

5/8/2024; Updated 7/16/2024

Jenna Tuma
Director of Parks and Recreation and Facilities
City of Owatonna
540 West Hills Circle Drive
Owatonna, MN 55060



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

Re: City of Owatonna
Project Development and Scoping Services for City Hall Generator Replacement

Dear Jenna:

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

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

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Piper

Michael Piper, LEED AP
Business Development Specialist
ICS

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



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Appendix C – Hourly Billing Rates

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

Project Development and Scoping Services

City of Owatonna

I. Introduction

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

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

- City Hall Electric Generator Replacement.

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

II. Development, Design and Pre-Construction Phase

The scope of services for project development and scoping of the City Hall electric generator replacement will include collection of data and information that will provide a baseline of the following buildings systems and components:

- Evaluation of the facility plans as necessary prior to on-site evaluation.
- On-site evaluation of facility where project is to take place.
- Verification of power requirements of generator and switch gear and available power at City Hall.
- Provide commentary and advisory services to the City of Owatonna on any deviations from "like-for-like" equipment replacement due to current code requirements and
- Provide a scope narrative and electrical design documents and specifications that can be utilized by the owner for inclusion in whichever competitive bid platform owner chooses.

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

III. Implementation Schedule

ICS will work with city staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 2-3 weeks to issue proposals in early July 2024 dependent upon availability of existing information and staff availability. ICS has the bandwidth to complete this work upon approval.

IV. Basis of
Compensation

ICS's fees for services provided as referenced above are proposed on a project basis. ICS's fees will be billable as 50% upon approval of this proposal and the remaining 50% upon completion of services as identified above:

- **City Hall Electric Generator Replacement** **\$18,650.00**

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) will be billed at 1.25 (125%) x actual cost. Any general conditions items that are coordinated and/or provided by ICS at the direction of the City such as temporary enclosures, etc. will also be billed as a reimbursable expense.

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

V. Acceptance

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

Appendix A

General Conditions

General Conditions

1. Agreement:

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

2. Professional Services:

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

3. Work Product:

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

4. Payment:

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

5. Standard of Care:

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

6. **Limitation of Liability:**

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

7. **Insurance:**

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

(a) Worker's Compensation, including Employer's Liability	Statutory
(b) Comprehensive General Bodily Injury Liability Insurance, Including Contractual	\$ 1,000,000
(c) Comprehensive General Property Damage Liability Insurance, Including Contractual	\$ 1,000,000 Per Claim \$ 2,000,000 Aggregate
(d) Comprehensive Automobile Injury Liability Insurance	\$ 500,000 Per Claim \$ 500,000 Per Claim
(e) Comprehensive Automobile Property Damage Liability Insurance	\$ 500,000
(f) Professional Liability Insurance	\$ 5,000,000 Per Claim \$ 5,000,000 Aggregate
(g) Umbrella Liability	\$ 5,000,000

8. **Client Responsibilities:**

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

9. **Hazardous Materials:**

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

10. Dispute Resolution:

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

11. Termination:

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

12. Other Provisions:

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.

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

End of General Conditions

Appendix B

Signature Page

Signature Page

City of Owatonna

Project Development and Scoping Services

5/8/2024; Updated 7/15/2024

Proposal Terms

Terms on payment of services are delineated in the proposal dated 5/8/2024; updated 7/15/2024.

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

Authorization to Proceed

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

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

City of Owatonna

Date

Printed Name

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

City of Owatonna

Project Development and Scoping Services

5/8/2024; Updated 7/15/2024

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

Appendix D

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Notification of Equal Employment Opportunity/Affirmative Action Compliance

City of Owatonna

Project Development and Scoping Services

5/8/2024; Updated 7/15/2024

4/21/2023



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

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

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

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

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

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

Sincerely,

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

Andy Faulkner
President
ICS



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Donation - Owatonna Youth Hockey Association Gambling Fund

Purpose:

City Council approval to accept a donation from Owatonna Youth Hockey Association - Charitable Gambling fund.

Background:

The Owatonna Youth Hockey Association provides donations to various organizations and groups throughout the community as part of their Charitable Gambling proceeds. The City/Parks and Recreation Department was selected as one of the organizations to receive a donation, in the amount of \$1,000. There are no obligations to receive the money, it is simply a monetary donation.

Budget Impact:

The \$1,000 donation will be deposited as donation revenue into the Parks and Recreation Budget.

Staff Recommendation:

Staff recommends accepting this donation.

Attachments:

None



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Sandra Bera, Accounting Specialist
SUBJECT: Resolution 106-24 Authorize Contract for Purchases - Fame Awards

Purpose:

Council to approve Resolution 106-24 authorizing purchases from Fame Awards.

Background:

The City purchased recognition products from Fame Awards. Doug Voss, a current Council Member At-Large for the City of Owatonna, owns this business. State Statute prohibits a City Council member from having a personal financial interest in a contract with the City unless it meets an exception included in the statute. By unanimous vote, the council may contract goods and services with an interested officer in certain enumerated situations, including “a contract for which competitive bids are *not* required by law.” Competitive bids are not required for contracts less than \$100,000.00.

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

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

Budget Impact:

The amount of these purchases is \$52.00.

Staff Recommendation:

Staff recommends approval of Resolution 106-24.

Attachments:

1. Resolution 106-24 Contract - Fame Award Purchases

RESOLUTION NO. 106-24

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 \$52.00 is not one that is required to be competitively bid; and

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

WHEREAS, the contract price of \$52.00 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 \$52.00.
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



PURPOSE MEMO

TO: HONORABLE MAYOR & CITY COUNCIL

FROM: Deanna Sheely, Communications Manager

DATE: October 1, 2024

SUBJECT: Agreement to engage Greenberg Traurig, LLP (Consent Agenda Item)

Purpose: To prepare and submit applications to the United States Patent and Trademark Office (USPTO) to protect the intellectual property assets developed through the adoption of a new brand.

Background: As a standard practice, municipalities register their brand components as intellectual property assets to protect them from being utilized by other parties without permission. The agreement is for specialized legal services limited in scope to the preparation and submittal of USPTO registration materials.

Budget Impact: Up to \$2,000. The agreement states the scope of work will be billed based on actual hours required and is not to exceed \$4,000. The City of Owatonna will split this expense evenly with the Owatonna Area Chamber of Commerce. Additional registration fees will be paid directly to the USPTO and are expected to be less than \$3,000. These will also be split evenly with the Owatonna Area Chamber of Commerce. The 2024 Administrative Services Budget includes these expenses as part of the brand implementation.

Staff Recommendation: Approve agreement.

Attachment(s): Letter of Agreement – Greenberg Traurig, LLP

Dracke H. Weseman
Tel 612.259.9722
wesemand@gtlaw.com

September 12, 2024

VIA E-MAIL

Deanna.Sheely@owatonna.gov
BMeier@owatonna.org

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Re: Engagement of Greenberg Traurig, LLP

Dear Sir/Madam:

Thank you for agreeing to engage Greenberg Traurig, LLP (“*Greenberg Traurig*” or “*GT*”). We appreciate the opportunity to provide intellectual property legal services for trademark matters, advice and counseling for the City of Owatonna (“*you*” or “*Client*”).

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the engagement agreement (the “*Agreement*”) between you and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience. While we request a signed copy for our records, in the absence of you providing that, this Agreement will be effective if any services as to the Subject Matter defined below are rendered by us and accepted by you. Either return of a signed copy or such rendering and acceptance of services will constitute your assent to this Agreement and make it effective as the contract governing this engagement (“*Your Assent to this Agreement*”).

2. **Scope of Engagement:**

a. **The Engagement and Matter.** Our representation of you and this engagement will include intellectual property legal services for trademark matters, advice and counseling (the “*Subject Matter*”). We have not been asked to represent you or anyone else affiliated with you in any other matter.

You and Greenberg Traurig or an affiliate of Greenberg Traurig (collectively “*GT*” or “*we*” or “*us*”) may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both you and us, with a specific delineation of the nature and

scope of such further services. Further, we and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

b. **The Client.** You are the only client for this engagement. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and issues this creates vis-a-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a GT client and the matter involved. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person you wish GT to regard as a client for conflict purposes, beyond those already identified above, please specify that in writing before Your Assent to this Agreement; if any such entity or person is not expressly accepted in writing by GT as a client, it or he/she will not be a GT client.

c. **Nature of Services.** We will provide only legal services for and in connection with this engagement. We are not providing business, investment, insurance, accounting or other non-legal services, including without limitation the advisability or conduct of inquiry as to the character or credit of those with whom you may be dealing or any other non-legal advice or aspects of the Subject Matter; and you will not look to or rely on GT for those types of services.

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or your attorney or advisor in any matter other than the Subject Matter, or that GT is representing or will represent you or your interests as to any other matter.

d. **Exclusions from Legal Services.** Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

e. **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct ("*Ethics Rules*") or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it is ended. Our representation of you thus does not constitute or include an obligation to advise you or represent you after this engagement is ended as to the Subject Matter, including without limitation in later proceedings or as to subsequent requirements you may have concerning the Subject Matter, or later legal or other developments that might have a bearing on your affairs or the Subject Matter.

f. **Insurance Coverage.** You may have rights under insurance policies that entitle you to a defense or indemnification for potential losses, attorneys' fees or other rights in connection with the Subject Matter. GT may have experience addressing such issues; and, if so and you wish, GT will assist you as to such matters provided that will not create legal, ethical or business conflicts for GT and, in any event, subject to applicable legal and ethical limitations. However, that is not

part of the Subject Matter; and this engagement does not include pursuit of coverage rights unless we have expressly agreed in writing to represent you as to such matters.

3. **Conflicts:** GT represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

a. **Consent and Waiver.** You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below ("*Permitted Adverse Representation*"); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any "Permitted Adverse Representation" or creates or supports any claim of breach of duty against GT.

b. **Conditions.** The foregoing waiver, consent and promise are conditioned upon GT's agreement, confirmed hereby, that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; [iii] not use or disclose your or your affiliates' confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

c. **Continuation.** Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT's representation of you or your affiliates as to the Subject Matter or in any other engagement.

4. **Staffing.** Draeke Weseman will be the attorney principally responsible in this engagement. When and as we deem appropriate and consistent with the proper representation of our clients, we use paralegals, junior attorneys, contract attorneys and staff members. We believe the utilization of such others, in consultation with and under supervision of more experienced attorneys, can enable us to economically and efficiently service the engagement.

5. **Fees and Expenses:**

a. **Fees.** Unless otherwise agreed in writing, regarding flat fees for any identified work, our fees in this engagement will be based upon the time spent by our personnel in accordance

with the attached Billing Policies. The current billing rate for Drake Weseman is \$745 per hour, and Kari Strack is \$370 per hour. These hourly rates are subject to normal annual increases but will not change until after 2024.

As discussed, our legal fees for preparing and filing three federal trademark applications shall not exceed \$4,000 (excluding USPTO filing fees). There may be additional fees after filing if there are USPTO office actions or third-party challenges to the applications. We will discuss such work with you before incurring additional fees.

b. **Expenses.** In addition to fees for our legal services, this engagement will require you and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

c. **Payment.** Fees and expenses will be payable monthly in accordance with the attached Billing Policies.

6. **Cooperation and Communication:** We are relying on you to provide us with the facts, information, documents and other materials you have concerning the Subject Matter pertinent to this engagement, and to keep us informed if and as you learn and receive more. We also look to you to keep us advised, during the engagement, about your expectations and any concerns you may have regarding our services. You have assured us you will cooperate in our representation and will make yourself and others available as needed to assist us.

We encourage candid and frequent communication between us. We will keep you informed regarding this engagement and will consult with you to seek to assure timely and appropriate performance of our legal services. We encourage you to be actively involved in the strategy and tactical management. You, not we, will make the business or technical decisions.

7. **Termination and End of Representation:** Subject to applicable court and Ethics Rules, Greenberg Traurig or you may terminate this engagement at any time for any reason. Otherwise, our engagement and representation will end automatically upon the earlier of our final bill for this engagement or six months after we have last recorded billable time for work on it other than as to later requests for audit responses or information about the engagement.

Without limitation of that, subject to applicable court rules, law and Ethical Rules, GT may withdraw from this engagement if: (1) you [i] have not paid our fees or expenses, [ii] are not forthright and cooperative as to our legal services, [iii] falsely or incompletely state facts material to this engagement, or [iv] do not accept our advice; or (2) we discover a conflict with another GT client; or (3) that is otherwise permitted or required under applicable Ethical Rules.

Upon termination or withdrawal, if you request, GT will assist an orderly and effective transition of the matter involved to other counsel of your choice.

If, with our agreement, you later retain us to perform further or additional services, that will be confirmed in writing and our attorney/client relationship will be revived on the terms of this Agreement except to the extent, if any, that we agree in writing to new or supplemental terms

of engagement. If we later tell you of developments that may be of interest, by newsletter or otherwise, that will not constitute continuation or revival of an attorney/client relationship.

8. **No Guaranties.** We have not given you any assurance or guarantee concerning the outcome or success of this engagement or our services and have not accepted any contractual obligation in that regard. Nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement, and thus have not done so as to whether our services will result in a benefit or recovery for you or, if they do, as to nature, amount or value thereof.

9. **Client Documents & Data:**

a. **Maintenance.** We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you must and will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

b. **Cloud Storage.** GT will likely use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT has ISO 27001:2013 data security certification; and we use only services who we believe have the same or better security than us. Cloud services do not guaranty immunity from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But, we believe the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

Your Assent to this Agreement confirms your consent to our using such cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

c. **Artificial Intelligence.** GT may use third-party artificial intelligence [AI] services. That will include information in GT's files and databases which may include your data, and may involve transmission to third party providers of AI services so that appropriate searches, research or output can be generated. Such data may also be used to improve the service but it will not be used to train an AI model, appear in an output result that will be available to third parties or be retained by a third party AI provider.

GT reviews which AI providers we engage to seek comfort that they have technical and administrative controls to maintain the confidentiality and security of information and are committed to doing so, and that they stay abreast of security and other developments to continue such protection. However, AI is still evolving, indeed rapidly; and it is not possible to anticipate or know how it will do so or all technological or other advancements and capabilities of potential intruders and hackers of data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. If there is a

data breach involving GT's use of AI or that of any of our AI providers, GT will take reasonable efforts, in accordance with applicable law and Ethical Rules, to investigate the breach and endeavor to react appropriately as to it, including without limitation attempting to avoid or mitigate any harm to our clients. Your Assent to this Agreement will confirm your consent to our using such AI for and in connection with our representation of you. If you do not consent, please strike this subparagraph and initial that change in the margin.

d. **Requests for Copies.** If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, GT may, at GT's option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

e. **GDPR.** Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and cultural and social identity. If you give GT such personal data of anyone or access to it, GT will rely that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

Your Assent to this Agreement constitutes your representation and warranty that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

f. **Official Inquiries.** You will pay the hourly fees and expenses incurred if GT is required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

10. **Privileges.** Many but not all of our communications with you will be subject to the attorney-client privilege, if any, of the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement; so that we may take appropriate steps to comply with that.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice, and that, in any proceeding between us, they will not be discoverable by you.

Your Assent to this Agreement confirms your assent and consent to that privilege and to your not being entitled to disclosure of those communications and that advice.

11. **Miscellaneous:**

a. **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including without limitation the attached Billing Policies) are and will be binding on (as applicable) your and our successors and estates, heirs, trustees and other legal representatives.

b. **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

c. **No Waiver.** No waiver of any of the provisions of this Agreement (including without limitation the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material core of this engagement (e.g. our provision of legal services on agreed economic terms).

e. **Entire Agreement, etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

f. **Governing Law, etc.** All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Minnesota irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethics Rules of the jurisdiction in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement govern and will alone govern and alone apply to the conduct of that attorney.

Your Assent to this Agreement confirms your assent, consent and agreement to such arbitration of such matters. If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.

g. **Arbitration.** We look forward to, and anticipate, a harmonious relationship. But, if either of us becomes dissatisfied with any aspect of our relationship, our services or this

engagement, we will bring that to the attention of the other and seek to resolve that issue by good faith discussions between us. If that is not successful or would be futile, the issue will be resolved in arbitration. Specifically, to the maximum extent permitted by law and applicable Ethics Rules, any disagreement, controversy or dispute (“*Disagreements*”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills will be resolved by confidential binding arbitration before the American Arbitration Association in *Minneapolis, Minnesota*, in accordance with its rules for business and commercial arbitrations then in effect; and confirmation of the award may be made and judgment entered on the award rendered in such arbitration in any state or federal court of the State of Minnesota, jurisdiction of which we both consent to, or any other court otherwise having jurisdiction thereof. That will include any possible such claim by you against GT or a GT attorney (including without limitation for negligence, malpractice, breach of contract, breach of fiduciary duty or other wrongdoing), as well as any such claim by GT against you.

There are differing views as to the advisability of arbitration to resolve Disagreements; and some persons reach different conclusions for different matters or types of matters. Some consider arbitration to be a more efficient and lower-cost way to resolve a disagreement; but, others prefer court procedures and proceedings. Moreover, as noted, views may differ depending on the nature of the Disagreement. Without being exhaustive, some of the differences are: In an arbitration, the case will be heard and decided by one or more arbitrators, generally in a private proceeding; whereas, in a court proceeding, the case will be heard by a judge and often a jury, generally in a public courtroom proceeding. Similarly, an arbitration award (i.e. decision) is generally private; whereas, a court decision or jury verdict is generally public. Punitive damages are generally not awardable in an arbitration; whereas, depending on applicable law and the facts, punitive damages may be obtainable in a court proceeding. One generally has a say in choosing the arbitrator or arbitrators; whereas, in a court litigation, the judge will have been elected or appointed, and the litigants generally do not have a say as who that will be. Court decisions are generally appealable and may be changed on review by appellate courts; whereas, an arbitration award (i.e. decision) is generally final, except for limited reasons such as arbitrator bias and other misconduct, and may not be appealed. One is generally responsible for only a limited part of the cost of a court proceeding; whereas, parties generally share the cost of arbitration proceedings, including the arbitrators’ fee, and the arbitrators may assess the full costs of the arbitration on one of the parties. The ability to learn facts and questions witnesses before a hearing (referred to as pre-trial discovery) is generally broad in a court proceeding; but, that is generally limited and may be entirely unavailable in an arbitration. You should consider consulting independent counsel as to these factors, the entire subject of arbitration, and whether arbitration as to this engagement is advisable for you.

We will provide, if you request, with the currently applicable arbitration rules and further background on the arbitration body and process; they are also generally available in the internet. We will also discuss, if you wish, the foregoing factors, the available arbitration rules and possible special arbitration procedures.

By signing this Agreement with this paragraph in it, you acknowledge that you are comfortable you understand and have been adequately informed (after having had sufficient opportunity to consult with counsel and obtain any information you wish) to agree to arbitration

as provided herein. **If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.**

h. **Advice as to Agreement.** We have encouraged and given you an opportunity to consult with other independent counsel and advisors of your choice regarding the terms and advisability of this Agreement before you sign it or accept our legal services, to the extent you may wish so that your assent has been carefully considered and informed. Your Assent to this Agreement confirms that you have done so to the extent you wish and feel needed, and that you are comfortable you have the information and advice you need or deem prudent in this regard.

i. **Marketing Permission.** Your Assent to this Agreement confirms your consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

If you do not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

j. **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and have no effect other for convenience of reference.

k. **Effectiveness and Execution.** This Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter upon our rendering of any services for you as to the Subject Matter as provided above. However, and regardless of that, we recommend and ask that you execute and return a copy of this Agreement for our records and keep one for your records. In that regard, this Agreement may be executed in counterparts, which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

Please sign a copy of this letter and return it to me via email at wesemand@gtlaw.com to confirm your assent to this Agreement.

Very truly yours,

Greenberg Traurig, LLP

By: 

Draeke H. Weseman, Of Counsel

**ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED:**

CITY OF OWATONNA

By: _____
(signature)

Name: _____

Title: _____

Dated: _____

BILLING POLICIES

Introduction

This document outlines our standard billing practices, supplementing and as a part of our Agreement with you.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Rates for lawyers in the Firm range from \$450 per hour for the most junior associates to more than \$1,750 per hour for our most senior attorneys. The rate for paralegals ranges from \$260 to \$475 per hour. The rates of our lawyers and paralegals are subject to change. Any new rates will be implemented immediately after they are adopted and apply to services rendered after the effective date of them. You will be advised of rate changes and may discuss them with us.

We will charge for all time spent representing your interests, including without limitation telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any) and others; conferences among our legal and paralegal personnel; legal due diligence; drafting and finalizing letters, emails, agreements, leases, pleadings and other such papers, providing and participation in document and written discovery; factual investigation; legal research; responding to client requests for additional information; responding to client requests to provide information to auditors such as during audits of financial statements; preparation for and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town) when necessary. Hourly charges are applied to total time devoted to client representation.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT's rates are competitive with those of comparable law firms. You will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on your behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses and Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. GT will not be responsible for payment of such services. Prompt payment of these charges is essential enable us to provide timely and efficient service to you, with the assistance of such outside contractors.

If desired and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, you will promptly reimburse GT for whatever it has paid.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At your option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work performed, the time spent on the task, and the total fee and expense amounts due. If you have special billing procedures or requirements, please advise us promptly, and we will attempt to bill you in accordance with them, to the extent feasible.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month or such lesser rate as may be the legally permissible maximum. If we receive a payment from you when more than one invoice is outstanding on any of the matters GT is working on for you, we will apply that payment to any such outstanding invoice, unless the payment is accompanied by the remittance copy of the specific invoice being paid or by some other written direction how you intend the payment to be applied. GT may discontinue representation, in accordance with applicable Ethical Rules, of any client or any matter where payment is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by GT's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive payment due-dates and the consequences of non-payment or overdue payment.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Retainers

For certain types of matters, GT requires that clients provide an initial fee retainer and expense deposit. The exact amount of the retainer and deposit will be agreed to by the client and the billing attorney.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

RECAP:

\$	53,384.00	Baker Tilly - 2023B Gen Obligation Street Reconstruct Bond Fees
	86,130.02	Cyber Advisors - Fortinet hardware/project
	114,529.00	League of MN Cities Ins Trust - Quarterly Workers Comp premium - Oct - Dec 2024
	580,579.87	Legence Subsidiary Holdings LLC dba ICS Consulting LLC
		- Merrill Hall pay est #9 - \$574,244.70
		- Facility needs consulting \$6,335.17
	114,377.02	Nero Engineering - WWTF Upgrade & Expansion project - August 2024
	28,276.62	Owatonna Area Chamber of Commerce - Lodging Tax July 2024
	1,083,361.86	Rice Lake Construction Group - WWTP Expansion Est 27
	137,172.58	Southeast Service Cooperative - Aug 2024 health ins premiums
	271,606.76	US Bank
		- GO Street Reconstruction Bond, Series 2023B: Bond Interest Pymt \$103,361.13
		- GO Street Reconstruction Bond, Series 2021A: Bond Interest Pymt \$37,630.00
		- GO Street Reconstruction Bond, Series 2020A: Bond Interest Pymt \$19,000.00
		- GO Improvement Bond, Series 2019A: Bond Interest Pymt \$28,200.00
		- GO Street Reconstruction Bond, Series 2018A: Bond Interest Pymt \$49,950.00
		- GO Bond, Series 2017A: Bond Interest Pymt \$10,096.88
		- GO Bond, Series 2016A: Bond Interest Pymt \$19,868.75
		- GO Bond, Series 2015A: Bond Interest Pymt \$3,500.00
	21,631.25	US Bank - Entire organization monthly credit card purchases July-Aug 2024
	288,671.75	Wencl Construction - 2024 Street & Utility pay est #2
	<u>264,531.88</u>	OTHER EXPENDITURES
\$	3,044,252.61	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					
379757	09/19/24	A TASTE OF THE BIG APPLE	42.50	0	Regular
379758	09/19/24	ALEXANDER LUMBER COMPANY	470.62	0	Regular
379759	09/19/24	ALS GROUP USA CORP	185.00	R	ACH
379760	09/19/24	AMISH TOURS OF HARMONY	2,120.00	0	Regular
379761	09/19/24	APG MEDIA OF SO MINNESOTA LLC	75.63	0	Regular
379762	09/19/24	APG MEDIA OF SO MINNESOTA LLC	96.25	0	Regular
379763	09/19/24	APRIL TEPFER	150.00	0	Regular
379764	09/19/24	ASBESTROL INC	634.45	R	ACH
379765	09/19/24	ASPEN MILLS INCORPORATED	1,175.45	0	Regular
379766	09/19/24	AUTO-OWNERS INSURANCE CO	5,461.00	0	Regular
379767	09/19/24	AVFUEL CORPORATION	16,984.74	R	ACH
379768	09/19/24	BAKER & TAYLOR BOOKS	585.11	R	ACH
379769	09/19/24	BAKER TILLY US LLP	53,384.00	R	ACH
379770	09/19/24	BG MINNESOTA INC	275.19	0	Regular
379771	09/19/24	BLAKE FARRIS	150.00	0	Regular
379772	09/19/24	CABLECAST COMMUNITY MEDIA	3,200.00	R	ACH
379773	09/19/24	CARQUEST	1,108.38	0	Regular
379774	09/19/24	CAVALIER COACHES INC	695.00	0	Regular
379775	09/19/24	CEDAR VALLEY SERVICES INC	662.64	R	ACH
379776	09/19/24	CEMSTONE CONCRETE MATERIAL LLC	1,551.07	0	Regular
379777	09/19/24	CENGAGE LEARNING INC/GALE	157.55	R	ACH
379778	09/19/24	CENTRAL FARM SERVICE	13,102.67	0	Regular
379779	09/19/24	CHRISTINA SPENCER	150.00	0	Regular
379780	09/19/24	CITY OF BLOOMING PRAIRIE	13,214.74	R	ACH
379781	09/19/24	CITY OF OWATONNA	10.40	0	Regular
379782	09/19/24	CLAREYS SAFETY EQUIPMENT	5,406.00	R	ACH
379783	09/19/24	CLUB CADDIE	500.00	0	Regular
379784	09/19/24	COURT SPORTS AND MORE	2,636.00	R	ACH
379785	09/19/24	CROSSFIT INNERDRIVE	175.00	R	ACH
379786	09/19/24	CULLIGAN OF OWATONNA	77.28	R	ACH
379787	09/19/24	CURT'S TRUCK & DIESEL SERVICE	528.20	R	ACH
379788	09/19/24	CUSTOM COMMUNICATIONS INC	2,704.03	0	Regular
379789	09/19/24	CYBER ADVISORS	86,130.02	0	Regular
379790	09/19/24	DAKOTA COUNTY TECHNICAL COLLEG	2,800.00	0	Regular
379791	09/19/24	DAYNA SCHEMBER	150.00	0	Regular
379792	09/19/24	DISH	174.49	0	Regular
379793	09/19/24	DISH	101.70	0	Regular
379794	09/19/24	EARL F ANDERSEN & ASSOC	2,900.75	0	Regular
379795	09/19/24	ELECTRIC PUMP INC	250.00	R	ACH
379796	09/19/24	ELECTRIC PUMP INC	4,000.00	R	ACH
379797	09/19/24	FAME AWARDS	52.00	0	Regular
379798	09/19/24	FIRST SUPPLY OWATONNA	1,809.89	R	ACH
379799	09/19/24	FLAHERTY & HOOD PA	3,013.44	R	ACH
379800	09/19/24	FOUR SEASONS ELECTRIC	4,554.68	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379801	09/19/24	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
379802	09/19/24	GARY SEYKORA	2,500.00	0	Regular
379803	09/19/24	GRAINGER	260.68	R	ACH
379804	09/19/24	HAWKINS INC	10,154.48	R	ACH
379805	09/19/24	HILLYARD INC	881.52	0	Regular
379806	09/19/24	IFACS	454.42	R	ACH
379807	09/19/24	INNOVATIVE OFFICE SOLUTIONS	371.00	0	Regular
379808	09/19/24	JENNIFER DUTTON	150.00	0	Regular
379809	09/19/24	JENNIFER HANSEN	135.30	0	Regular
379810	09/19/24	JESSICA ABRAHAMS	150.00	0	Regular
379811	09/19/24	JONES HAUGH & SMITH INC	7,980.78	0	Regular
379812	09/19/24	JULIA SEYKORA	386.55	0	Regular
379813	09/19/24	LAWSON AUTOMOTIVE LLC	897.93	R	ACH
379814	09/19/24	LAWSON PRODUCTS	1,643.47	0	Regular
379815	09/19/24	LEAGUE OF MN CITIES INS TRUST	114,529.00	0	Regular
379816	09/19/24	LEGACY SIGNS INC	655.00	R	ACH
379817	09/19/24	LEGENCE SUBSIDIARY HOLDINGS LL	580,579.87	R	ACH
379818	09/19/24	LYNN LEMBCKE	1,500.00	0	Regular
379819	09/19/24	MANKE'S OUTDOOR EQUIP & APPL	127.60	R	ACH
379820	09/19/24	MARCO TECHNOLOGIES LLC	480.57	R	ACH
379821	09/19/24	MARK THADA	60.00	0	Regular
379822	09/19/24	MARTIN-MCALLISTER	3,000.00	R	ACH
379823	09/19/24	MATTHEW R HOKANSON	7,220.36	R	ACH
379824	09/19/24	METRO SALES INC	456.76	0	Regular
379825	09/19/24	METRONET SYSTEMS HOLDINGS LLC	1,539.49	R	ACH
379826	09/19/24	MID-AMERICAN RESEARCH CHEMICAL	187.28	0	Regular
379827	09/19/24	MIKE'S REPAIR	1,435.50	R	ACH
379828	09/19/24	MINA ADSIT ARCHITECTURE & PLAN	1,296.49	R	ACH
379829	09/19/24	MN STATE FIRE CHIEFS ASSC	175.00	0	Regular
379830	09/19/24	MTI DISTRIBUTING INC	3,520.27	R	ACH
379831	09/19/24	NAPA AUTO PARTS	655.72	R	ACH
379832	09/19/24	NERO ENGINEERING	114,377.02	R	ACH
379833	09/19/24	NORTHLAND FARM SYSTEMS	85.97	R	ACH
379834	09/19/24	OFFICE OF MNIT SERVICES	483.00	0	Regular
379835	09/19/24	OWATONNA AREA CHAMBER OF COMM	28,276.62	0	Regular
379836	09/19/24	OWATONNA HEATING & COOLING INC	296.00	0	Regular
379837	09/19/24	OWATONNA MOTOR COMPANY	5,660.18	0	Regular
379838	09/19/24	OWATONNA PUBLIC UTILITIES	3,633.72	R	ACH
379839	09/19/24	OWATONNA VETERINARY HOSPITAL	273.69	0	Regular
379840	09/19/24	OWT HARDWARE	172.45	0	Regular
379841	09/19/24	PDI	45.30	0	Regular
379842	09/19/24	PHONE STATION INC	11,045.00	0	Regular
379843	09/19/24	PIONEER MANUFACTURING COMPANY	2,655.00	R	ACH
379844	09/19/24	PLAN IT SOFTWARE LLC	3,500.00	0	Regular
379845	09/19/24	POPE DOUGLAS SOLID WASTE MGMT	526.50	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379846	09/19/24	RAMY TURF PRODUCTS	1,891.00	0	Regular
379847	09/19/24	RAY O'HERRON	286.08	0	Regular
379848	09/19/24	REGION 15 - MSFDA	50.00	0	Regular
379849	09/19/24	REINDERS INC	1,539.27	R	ACH
379850	09/19/24	RENT N SAVE PORTABLE SERVICES	940.50	R	ACH
379851	09/19/24	RICE LAKE CONSTRUCTION GROUP	1,083,361.86	R	ACH
379852	09/19/24	SCHROM CONSTRUCTION	2,500.00	0	Regular
379853	09/19/24	SCOTT F LIMBERG	1,900.00	R	ACH
379854	09/19/24	SENIORPLACE INC	207.00	0	Regular
379855	09/19/24	SHERWIN WILLIAMS COMPANY	12.05	0	Regular
379856	09/19/24	SHI INTERNATIONAL CORP	57.09	0	Regular
379857	09/19/24	SHRED RIGHT	42.53	R	ACH
379858	09/19/24	SPARETIME ENTERTAINMENT LLC	3,780.00	0	Regular
379859	09/19/24	STAR TRIBUNE	59.83	R	ACH
379860	09/19/24	STATE INDUSTRIAL PRODUCTS	3,004.23	R	ACH
379861	09/19/24	STEELE COUNTY RECORDER	424.00	0	Regular
379862	09/19/24	STEELE COUNTY TREASURER	159.11	0	Regular
379863	09/19/24	STEVE JAMES EXCAVATING INC	16,662.25	R	ACH
379864	09/19/24	STEWART COMPANIES INC	184.69	0	Regular
379865	09/19/24	STEWART SANITATION	1,729.96	0	Regular
379866	09/19/24	SUNSET LAW ENFORCEMENT	5,348.20	0	Regular
379867	09/19/24	SYNCHRONY BANK	384.05	0	Regular
379868	09/19/24	SYNCHRONY BANK - LOWE'S	1,066.61	0	Regular
379869	09/19/24	T-MOBILE	2,133.74	0	Regular
379870	09/19/24	TAMMY R INGVALDSON	54.50	0	Regular
379871	09/19/24	TEMPLE ELECTRIC MOTOR SERV INC	525.00	R	ACH
379872	09/19/24	THOMAS SCIENTIFIC HOLDINGS LLC	4,114.33	R	ACH
379873	09/19/24	TOR SPERLING	251.44	R	ACH
379874	09/19/24	TRENCHERS PLUS INC	362.69	0	Regular
379875	09/19/24	UNITED WAY	100.00	0	Regular
379876	09/19/24	US BANK	800.00	0	Regular
379877	09/19/24	US BANK	271,606.76	R	Wire Transfer
379878	09/19/24	USA TODAY	398.78	0	Regular
379879	09/19/24	VAN METER INC	48.31	0	Regular
379880	09/19/24	VAULT HEALTH	83.19	0	Regular
379881	09/19/24	VENTURE HYDRAULICS INC	108.73	R	ACH
379882	09/19/24	VERIZON WIRELESS	2,294.47	0	Regular
379883	09/19/24	VESTIS GROUP INC	192.52	0	Regular
379884	09/19/24	VIA ACTUARIAL SOLUTIONS	1,800.00	0	Regular
379885	09/19/24	WALBRAN & FURNESS CHARTERED	497.70	R	ACH
379886	09/19/24	WASECA COUNTY HWY DEPT	46.80	0	Regular
379887	09/19/24	WENCL CONSTRUCTION INC	288,671.75	0	Regular
379888	09/19/24	WEST SHORE SERVICES INC	15,243.00	0	Regular
379889	09/19/24	WHKS & CO	327.50	R	ACH
379890	09/19/24	WOLFF AND SONS INC	290.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
379891	09/19/24	ZEP MANUFACTURING CO	274.87	R	ACH
379892	09/20/24	CLOVER CONNECT	2,179.94	R	Wire Transfer
379893	09/20/24	GLOBAL PAYMENTS INTEGRATED	5,436.89	R	Wire Transfer
379894	09/20/24	MN DEPT OF LABOR AND INDUSTRY	3,155.68	R	Wire Transfer
379895	09/20/24	MN DEPT OF REVENUE	7,357.42	R	Wire Transfer
379896	09/20/24	PAYMENTECH	132.99	R	Wire Transfer
379897	09/20/24	SOUTHEAST SERVICE COOPERATIVE	137,172.58	R	Wire Transfer
379898	09/20/24	US BANK	21,631.25	R	Wire Transfer
379899	09/20/24	WEX BANK	1,954.44	R	Wire Transfer
379900	09/20/24	WEX HEALTH INC	352.00	R	Wire Transfer

79	Checks total:	633,842.14
55	ACH total:	1,959,430.52
0	EFTPS total:	
10	Wire transfer total:	450,979.95
0	Payment Manager total:	
144	GRAND TOTALS	3,044,252.61



CITY OF
OWATONNA

Resolutions



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 100-24: Accept Bids and Award Contract - 18th Street SE Trail Project

Purpose:

Requesting City Council approval of Resolution 100-24: 18th Street SE Trail Project Bid Acceptance and Contract Awarding.

Background:

A Pedestrian and Bicycle Trail running along the South side of 18th Street SW and the North side of 18th Street SE is planned for construction. 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).

Bids were received on August 29, 2024 for the 18th Street SE Trail Project. Bids were received from five (5) companies.

Ulland Brothers Inc - Albert Lea, MN	\$911,296.47
Steve James Excavating, Inc - Owatonna, MN	\$922,114.83
Wencl Construction, Inc - Owatonna, MN	\$965,904.50
Heselton Construction, LLC - Faribault, MN	\$1,094,000.00
ICON, LLC - Dodge Center, MN	\$1,099,242.02
Engineer's Estimate	\$989,626.80

The lowest responsible bidder was Ulland Brothers, Inc of Albert Lea, MN. The bid was \$78,330.33 or 8% under the Engineer's Estimate.

The contractor submitted Disadvantaged Business Enterprise participation records to the MNDOT Office of Civil Rights (OCR). The submittals met OCR's criteria and approvals have been obtained. Due to Federal Process and State Aid review concurrence and lengthy contract timelines, the project will not be constructed until spring 2025.

Budget Impact:

The contracted project cost will be \$911,296.47. 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 costs ineligible for State Aid Funds will be paid for using Capital Improvement Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 100-24 Approving Bids - Award Contract
2. 18th Street Trail Bid Abstract

RESOLUTION NO. 100-24

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 18th Street SE Trail Project bids were received from five (5) companies. The following bids were received:

Ulland Brothers Inc. of Albert Lea, MN	\$911,296.47
Steve James Excavating Inc. of Owatonna, MN	\$922,114.83
Wencl Construction, Inc of Owatonna, MN	\$965,904.50
Heseltan Construction, LLC of Faribault, MN	\$1,094,000.00
ICON, LLC of Dodge Center, MN	\$1,099,242.02
Engineer's Estimate:	\$989,626.80

WHEREAS, the lowest responsible bidder was Ulland Brothers, Inc of Albert Lea, MN.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Ulland Brothers, Inc. in the name of the City of Owatonna for the 18th Street SE Trail Project in the amount of \$911,296.47 according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Aye ____; No ____; Absent____

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

18th Street Trail SE Trail Extension (#9249867)
Owner: Owatonna MN, City of
Solicitor: Owatonna MN, City of
08/29/2024 10:00 AM CDT

Section Title	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Ulland Brothers Inc.		Steve James Excavating Inc.		Wencl Construction Inc.		Heseltun Construction, LLC.		ICON, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	2021.501	MOBILIZATION	LUMP SUM	1	\$39,165.00	\$39,165.00	\$36,000.00	\$36,000.00	\$59,000.00	\$59,000.00	\$140,000.00	\$140,000.00	\$44,000.00	\$44,000.00	\$37,000.00	\$37,000.00
	2101.502	GRUBBING	EACH	27	\$250.00	\$6,750.00	\$150.00	\$4,050.00	\$200.00	\$5,400.00	\$100.00	\$2,700.00	\$500.00	\$13,500.00	\$500.00	\$13,500.00
	2104.502	SALVAGE SIGN TYPE C	EACH	6	\$473.00	\$2,838.00	\$55.00	\$330.00	\$55.00	\$330.00	\$50.00	\$300.00	\$65.00	\$390.00	\$100.00	\$600.00
	2104.502	REMOVE CASTING	EACH	1	\$175.00	\$175.00	\$250.00	\$250.00	\$300.00	\$300.00	\$100.00	\$100.00	\$65.00	\$65.00	\$50.00	\$50.00
	2104.502	REMOVE GATE VALVE	EACH	2	\$243.00	\$486.00	\$250.23	\$500.46	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$50.00	\$100.00
	2104.502	REMOVE HYDRANT	EACH	2	\$495.00	\$990.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$700.00	\$1,400.00
	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	7	\$424.00	\$2,968.00	\$515.64	\$3,609.48	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00	\$900.00	\$6,300.00	\$700.00	\$4,900.00
	2104.503	REMOVE SEWER PIPE (STORM)	LIN. FT.	75	\$20.00	\$1,500.00	\$15.00	\$1,125.00	\$10.00	\$750.00	\$5.00	\$375.00	\$16.00	\$1,200.00	\$20.00	\$1,500.00
	2104.503	SAWING BITUMINOUS PAVEMENT(FULL DEPTH)	LIN. FT.	500	\$4.00	\$2,000.00	\$1.80	\$900.00	\$2.50	\$1,250.00	\$3.00	\$1,500.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
	2104.503	REMOVE CURB & GUTTER	LIN. FT.	3075	\$4.00	\$12,300.00	\$3.00	\$9,225.00	\$5.00	\$15,375.00	\$3.00	\$9,225.00	\$3.00	\$9,225.00	\$11.00	\$33,825.00
	2104.503	SAWING CONCRETE PAVEMENT	LIN. FT.	1587	\$6.00	\$9,522.00	\$4.25	\$6,744.75	\$4.00	\$6,348.00	\$5.00	\$7,935.00	\$4.50	\$7,141.50	\$4.00	\$6,348.00
	2104.504	REMOVE SIDEWALK	SQ. YD.	2210	\$10.00	\$22,100.00	\$5.25	\$11,602.50	\$8.50	\$18,785.00	\$10.00	\$22,100.00	\$12.00	\$26,520.00	\$9.00	\$19,890.00
	2104.504	REMOVE CONCRETE PAVEMENT	SQ. YD.	1352	\$15.00	\$20,280.00	\$9.50	\$12,844.00	\$8.50	\$11,492.00	\$10.00	\$13,520.00	\$14.00	\$18,928.00	\$13.00	\$17,576.00
	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	203	\$8.00	\$1,624.00	\$9.00	\$1,827.00	\$8.50	\$1,725.50	\$10.00	\$2,030.00	\$14.00	\$2,842.00	\$16.00	\$3,248.00
	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	3750	\$3.00	\$11,250.00	\$4.00	\$15,000.00	\$3.00	\$11,250.00	\$5.00	\$18,750.00	\$3.50	\$13,125.00	\$6.00	\$22,500.00
	2104.603	REMOVE WATERMAIN	LIN. FT.	50	\$6.00	\$300.00	\$10.00	\$500.00	\$10.00	\$500.00	\$5.00	\$250.00	\$13.00	\$650.00	\$10.00	\$500.00
	2105.607	COMMON EXCAVATION (P)	CU. YD	3148	\$15.00	\$47,220.00	\$15.00	\$47,220.00	\$14.75	\$46,433.00	\$25.00	\$78,700.00	\$18.25	\$57,451.00	\$30.00	\$94,440.00
	2105.609	SELECT GRANULAR BORROW	TON	100	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$16.25	\$1,625.00	\$15.00	\$1,500.00	\$18.25	\$1,825.00	\$0.01	\$1.00
	2105.609	STABILIZING AGGREGATE	TON	100	\$28.00	\$2,800.00	\$35.00	\$3,500.00	\$35.65	\$3,565.00	\$25.00	\$2,500.00	\$40.00	\$4,000.00	\$0.01	\$1.00
	2108.504	GEOTEXTILE FABRIC, TYPE V	SQ. YD.	5450	\$2.00	\$10,900.00	\$3.50	\$19,075.00	\$2.00	\$10,900.00	\$2.00	\$10,900.00	\$2.00	\$10,900.00	\$2.00	\$10,900.00
	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	80	\$260.00	\$20,800.00	\$170.00	\$13,600.00	\$200.00	\$16,000.00	\$100.00	\$8,000.00	\$180.00	\$14,400.00	\$150.00	\$12,000.00
	2211.509	AGGREGATE BASE CL. 5	TON	2415	\$23.90	\$57,718.50	\$29.00	\$70,035.00	\$18.25	\$44,073.75	\$20.00	\$48,300.00	\$29.00	\$70,035.00	\$30.00	\$72,450.00
	2301.602	DRILL & GROUT REINF. BAR EPOXY COATED	EACH	118	\$30.00	\$3,540.00	\$25.73	\$3,036.14	\$25.75	\$3,038.50	\$25.00	\$2,950.00	\$28.50	\$3,363.00	\$10.00	\$1,180.00
	2301.602	DRILL & GROUT DOWEL BAR EPOXY COATED	EACH	81	\$30.00	\$2,430.00	\$32.81	\$2,657.61	\$32.80	\$2,656.80	\$35.00	\$2,835.00	\$36.00	\$2,916.00	\$50.00	\$4,050.00
	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	75	\$1.50	\$112.50	\$2.00	\$150.00	\$0.01	\$0.75	\$0.10	\$7.50	\$1.00	\$75.00	\$5.00	\$375.00
	2360.509	TYPE SP 12.5 WEARING COURSE (2,C)	TON	1488	\$102.60	\$152,668.80	\$104.00	\$154,752.00	\$102.90	\$153,115.20	\$100.00	\$148,800.00	\$110.00	\$163,680.00	\$110.00	\$163,680.00
	2502.603	6" PERF PE PIPE DRAIN WITH SOCK	LIN. FT.	90	\$18.00	\$1,620.00	\$15.00	\$1,350.00	\$45.25	\$4,072.50	\$20.00	\$1,800.00	\$32.00	\$2,880.00	\$30.00	\$2,700.00
	2502.603	6" PVC PIPE DRAIN SDR 35 (SOLID)	LIN. FT.	39	\$30.00	\$1,170.00	\$30.00	\$1,170.00	\$60.45	\$2,357.55	\$20.00	\$780.00	\$59.00	\$2,301.00	\$30.00	\$1,170.00
	2503.503	12" R.C. PIPE SEWER CLASS V	LIN. FT.	10	\$109.00	\$1,090.00	\$105.00	\$1,050.00	\$157.65	\$1,576.50	\$70.00	\$700.00	\$160.00	\$1,600.00	\$115.00	\$1,150.00
	2503.503	15" R.C. PIPE SEWER CLASS V	LIN. FT.	26	\$118.00	\$3,068.00	\$110.00	\$2,860.00	\$150.25	\$3,906.50	\$80.00	\$2,080.00	\$170.00	\$4,420.00	\$120.00	\$3,120.00
	2503.503	18" R.C. PIPE SEWER CLASS V	LIN. FT.	15	\$130.00	\$1,950.00	\$140.00	\$2,100.00	\$154.10	\$2,311.50	\$100.00	\$1,000.00	\$180.00	\$2,700.00	\$130.00	\$1,950.00
	2503.602	SUMP PUMP SERVICE RELOCATE	EACH	1	\$804.00	\$804.00	\$400.00	\$400.00	\$515.00	\$515.00	\$1,000.00	\$1,000.00	\$2,039.00	\$2,039.00	\$1,000.00	\$1,000.00
	2504.602	HYDRANT ASSEMBLY	EACH	2	\$7,599.00	\$15,198.00	\$7,000.00	\$14,000.00	\$7,500.00	\$15,000.00	\$7,000.00	\$14,000.00	\$8,000.00	\$16,000.00	\$6,600.00	\$13,200.00
	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2	\$1,814.00	\$3,628.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,300.00	\$4,600.00	\$1,500.00	\$3,000.00
	2504.602	6" GATE VALVE & BOX	EACH	2	\$2,846.00	\$5,692.00	\$2,800.00	\$5,600.00	\$3,400.00	\$6,800.00	\$3,500.00	\$7,000.00	\$3,400.00	\$6,800.00	\$2,800.00	\$5,600.00
	2504.603	6" PVC WATERMAIN	LIN. FT.	50	\$70.00	\$3,500.00	\$70.00	\$3,500.00	\$60.25	\$3,012.50	\$50.00	\$2,500.00	\$185.00	\$9,250.00	\$150.00	\$7,500.00
	2504.608	WATERMAIN FITTINGS*	LBS	150	\$16.00	\$2,400.00	\$21.00	\$3,150.00	\$20.25	\$3,037.50	\$15.00	\$2,250.00	\$11.00	\$1,650.00	\$15.00	\$2,250.00
	2506.503	CONST. DR. STR. DESIGN 48-4020	LIN. FT.	20	\$803.90	\$16,078.00	\$650.00	\$13,000.00	\$705.00	\$14,100.00	\$500.00	\$10,000.00	\$800.00	\$16,000.00	\$800.00	\$16,000.00
	2506.503	CONST. DR. STR. DESIGN 60-4020	LIN. FT.	11	\$900.00	\$9,900.00	\$725.00	\$7,975.00	\$1,050.00	\$11,550.00	\$700.00	\$7,700.00	\$975.00	\$10,725.00	\$1,200.00	\$13,200.00
	2506.503	CONST. DR. STR. DESIGN 96-4020	LIN. FT.	6	\$1,800.00	\$10,800.00	\$2,000.00	\$12,000.00	\$2,555.00	\$15,330.00	\$2,000.00	\$12,000.00	\$3,200.00	\$19,200.00	\$1,900.00	\$11,400.00
	2506.502	CASTING ASSEMBLY	EACH	9	\$1,250.00	\$11,250.00	\$1,300.00	\$11,700.00	\$1,050.00	\$9,450.00	\$1,500.00	\$13,500.00	\$1,450.00	\$13,050.00	\$1,400.00	\$12,600.00
	2506.502	ADJUST FRAME & RING CASTING	EACH	4	\$375.00	\$1,500.00	\$250.00	\$1,000.00	\$550.00	\$2,200.00	\$1,200.00	\$4,800.00	\$700.00	\$2,800.00	\$750.00	\$3,000.00
	2506.601	DRAINAGE STRUCTURE DESIGN SPECIAL	LUMP SUM	1	\$74,160.00	\$74,160.00	\$67,000.00	\$67,000.00	\$56,000.00	\$56,000.00	\$1,800.00	\$1,800.00	\$71,500.00	\$71,500.00	\$85,000.00	\$85,000.00
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	4	\$852.00	\$3,408.00	\$850.00	\$3,400.00	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$1,425.00	\$5,700.00	\$1,300.00	\$5,200.00
	2506.602	CONST. DR. STR. DESIGN SPECIAL	EACH	2	\$3,220.00	\$6,440.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$1,800.00	\$3,600.00	\$3,400.00	\$6,800.00	\$4,000.00	\$8,000.00
	2521.518	4" CONCRETE WALK	SQ. FT.	485	\$9.00	\$4,365.00	\$9.51	\$4,612.35	\$9.51	\$4,612.35	\$10.00	\$4,850.00	\$12.00	\$5,820.00	\$9.00	\$4,365.00
	2521.518	6" CONCRETE WALK	SQ. FT.	3258	\$24.00	\$78,192.00	\$22.79	\$74,249.82	\$22.79	\$74,249.82	\$23.00	\$74,934.00	\$28.00	\$91,224.00	\$16.00	\$52,128.00
	2531.503	CONCRETE CURB & GUTTER, B-624	LIN. FT.	1410	\$22.00	\$31,020.00	\$25.39	\$35,799.90	\$25.39	\$35,799.90	\$26.00	\$36,660.00	\$33.00	\$46,530.00	\$41.00	\$57,810.00
	2531.503	CONCRETE CURB & GUTTER, B-618	LIN. FT.	1575	\$22.00	\$34,650.00	\$22.74	\$35,815.50	\$22.74	\$35,815.50	\$24.00	\$37,800.00	\$31.00	\$48,825.00	\$39.00	\$61,425.00
	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	114	\$75.00	\$8,550.00	\$85.89	\$9,791.46	\$85.89	\$9,791.46	\$80.00	\$9,120.00	\$116.00	\$13,224.00	\$90.00	\$10,260.00
	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	725	\$95.00	\$68,875.00	\$94.05	\$68,186.25	\$94.05	\$68,186.25	\$95.00	\$68,875.00	\$125.00	\$90,625.00	\$95.00	\$68,875.00
	2531.618	TRUNCATED DOMES	SQ. FT.	382	\$62.00	\$23,684.00	\$42.00	\$16,044.00	\$42.00	\$16,044.00	\$54.00	\$20,628.00	\$47.00	\$17,954.00	\$60.00	\$22,920.00
	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$7,875.00	\$7,875.00	\$18,000.00	\$18,000.00	\$9,000.00	\$9,000.00	\$17,500.00	\$17,500.00
	2564.502	INSTALL SIGN PANEL TYPE C	EACH	6	\$250.00	\$1,500.00	\$450.00	\$2,700.00	\$472.50	\$2,835.00	\$50.00	\$300.00	\$500.00	\$3,000.00	\$250.00	\$1,500.00
	2564.618	SIGN PANELS TYPE C	SQ. FT	62	\$65.00	\$4,030.00	\$105.00	\$6,510.00	\$110.25	\$6,835.50	\$60.00	\$3,720.00	\$116.00	\$7,192.00	\$100.00	\$6,200.00
	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
	2573.502	STORM DRAIN INLET PROTECTION	EACH	21	\$199.00	\$4,179.00	\$150.00	\$3,150.00	\$125.00	\$2,625.00	\$200.00	\$4,200.00	\$275.00	\$5,775.00	\$200.00	\$4,200.00
	2573.503	SEDIMENT CONTROL LOG, TYPE ROCK	LIN. FT.	100	\$15.00	\$1,500.00	\$12.00	\$1,200.00	\$20.00	\$2,000.00	\$5.00	\$500.00	\$17.00	\$1,700.00	\$25.00	\$2,500.00
	2573.503	SEDIMENT CONTROL LOG, TYPE STRAW	LIN. FT.	3740	\$4.00	\$14,960.00	\$2.90	\$10,846.00	\$3.50	\$13,090.00	\$3.00	\$11,220.00	\$3.50	\$13,090.00	\$4.00	\$14,960.00
	2574.507	COMMON TOPSOIL BORROW	CU. YD.	447	\$29.00	\$12,963.00	\$28.00	\$12,516.00	\$43.75	\$19,556.25	\$10.00	\$4,470.00	\$46.00	\$20,562.00	\$10.00	\$4,470.00
	2575.504	SODDING, TYPE LAWN	SQ. YD.	2555	\$8.00	\$20,440.00	\$9.75	\$24,911.25	\$8.40	\$21,462.00	\$8.00	\$20,440.00	\$9.00	\$22,995.00	\$15.00	\$38,325.00
	2575.505	RAPID STABILIZATION METHOD 2	ACRE	2	\$10,000.00	\$20,000.00	\$3,250.00	\$6,500.00	\$2,625.00	\$5,250.00	\$2,500.00	\$5,000.00				



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 101-24: Declare Costs - Delinquent Snow Removal Accounts

Purpose:

Council to approve Resolution 101-24 to declare costs of the Delinquent Snow Removal Account and propose assessments for unpaid sidewalk snow clearing fees incurred during the 2023-2024 Winter Season.

Background:

Pursuant to City Ordinance 94.005, property owners or occupants are responsible for removing snow and ice from sidewalks adjacent to their property within 24 hours of accumulation. Inspections are completed on a complaint-received basis. Written notices are mailed to the property owners of the addresses found to be non-compliant, additional inspections are completed and properties that have not been cleared are subject to snow removal under the direction of the City Engineer. Contractor and administrative fees are billed to the property owner.

Budget Impact:

The City of Owatonna will collect assessments in the amount of \$834.80 as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 101-24: Cost Assessed for Sidewalk Snow 2023-2024
2. 2024 Unpaid Snow Removal Invoices

RESOLUTION NO. 101-24

A RESOLUTION DECLARING COST TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, the City has conducted the winter of 2023-2024 Sidewalk Snow Removal on various lots in the City, and the cost of such service is \$834.80 so that the total cost of the improvement will be \$834.80, and of this cost the City will pay an estimated \$0 as its share of the cost,

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

1. The estimated cost of such service to be specially assessed is hereby declared to be \$834.80.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

Record #	Date Submitted	Address	PID	Owner Name	Invoice Total
SNOW-24-8	1/18/2024 21:13	1830 CEDAR AVE S, Owatonna, 55060	17-021-1106	LEE HOLDING GROUP LLC	\$339.80
SNOW-24-5	1/17/2024 14:55	820 GROVE AVE S, Owatonna, 55060	17-101-0713	Smith Real Estate LLC	\$495.00
				Total to be Assessed:	\$834.80



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 102-24: Set Public Hearing Date - Delinquent Snow Removal Accounts

Purpose:

Requesting Council approval of Resolution 102-24 to set a Public Hearing Date for the Delinquent Snow Removal Account proposed assessments for unpaid sidewalk snow clearing fees incurred during the 2023-2024 Winter Season.

Background:

Costs declared were for the Delinquent Snow Removal Accounts by Resolution 101-24. A Public Hearing Date will be held on November 6, 2024. This is the next step in the process of approving costs for assessments as outlined in the Special Assessment Guide based on Minnesota State Statute 429.061, Subd 1.

Budget Impact:

The City of Owatonna will collect assessments in the amount of \$834.80 as reimbursement for expenses incurred as provided by our policies and state statute.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 102-24 Set Date PH 2023-2024 Sidewalk Snow

RESOLUTION NO. 102-24

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution No. 101-24, passed by the Council on October 1, 2024, the City Clerk was directed to prepare a proposed assessment of the cost of the Winter 2023-2024 Sidewalk Snow Removals on various lots in the City; and

WHEREAS, the Clerk has notified the Council that such proposed assessment has been completed and filed in his office for public inspection,

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

1. A hearing shall be held at a regular City Council meeting to be held on the 6th day of November 2024, in the Council Chambers at Owatonna City Hall 7:00 pm to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.

3. No appeal as to the amount of an assessment to a specific parcel of land may be made unless the owner has either filed a signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



DATE: October 1, 2024
TO: Mayor and City Council
FROM: David Beaver
SUBJECT: Resolution 103-24: Execute MN Department of Transportation Grant Agreement for Hangar #10 Roof Replacement Design Services

Purpose:

To approve Resolution authorizing the acceptance of the MnDOT Aeronautics grant agreement.

Background:

At the regularly scheduled City Council meeting on August 20, 2024, Work Order No. 1 with SEH, Inc. was approved for this project contingent upon securing the MnDOT Aeronautics grant funding participation. The work included provides for design, bidding, and construction engineering services for the Dome Hangar (Hangar #10) roof replacement.

This Resolution authorizes the MnDOT Aeronautics grant for the state funding participation covering the design engineering services for the roof replacement project. After bids are received and the project is tentatively awarded, this design grant will then be amended to include funding for all eligible construction costs based on the bid amount.

Budget Impact:

The MnDOT Aeronautics grant agreement for design engineering services is for \$27,160 representing 70% of the eligible costs. The local share is anticipated to be 30% at \$11,640.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution MnDOT Grant - Hangar #10 Roof Design
2. State Grant Agreement-OWA-A7401-105.JAK

RESOLUTION NO. 103-24

A RESOLUTION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT
IMPROVEMENT EXCLUDING LAND ACQUISITION

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

1. That the State of Minnesota, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A7401-105 for Hangar #10 Roof Replacement Design at the Owatonna Degner Regional Airport is hereby accepted.

2. That the Mayor and City Administrator are hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna.

Passed and adopted this 1st day of October, 2024, with
the following vote: Aye ____; No 0; Absent 0.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Owatonna, 3400 West Frontage Road Owatonna, MN 55060-4701 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A7401-105**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - Grant Request Letter, Exhibit "B": Credit Application, and Exhibit "C": Cost Split are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

2.5 Asset Monitoring. If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
City Owned Dome Hangar Roof Replacement (Design Only)	0%	70%	30%
Federal Committed:	\$ 0.00		
State:	\$ 27,160.00		
Grantee:	\$ 11,640.00		

No funds are committed by the U.S. Government for this Project. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 Travel Expenses. No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 Sufficiency of Funds. Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$27,160.00.**

4.5 Payment

4.5.1 Invoices. Grantee will submit invoices for payment by **Credit Application**. Exhibit "**B**", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.

4.5.2 All Invoices Subject to Audit. All invoices are subject to audit, at State's discretion.

- 4.5.3 State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.5.5.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.5.5.2** Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.5.5.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.
- 4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658 or their successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Dave Beaver, Airport Manager

Phone (507) 774-7141 David.Beaver@ci.owatonna.mn.us

3400 West Frontage Road
Owatonna, MN 55060-4701

Or their successor.

If the Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies,

photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 **Publicity and Endorsement**

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination; Suspension**

- 14.1 **Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

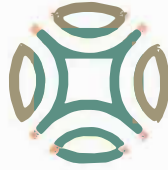
Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



OWATONNA

Degner Regional Airport

August 2, 2024

RE: Owatonna Degner Regional Airport
SFY 2025 State Grant Request

Luke Bourassa, PE
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

Dear Mr. Bourassa:

The City of Owatonna is requesting a grant from MnDOT Aeronautics for the Owatonna Degner Regional Airport for State Fiscal Year 2025. The grant request is for design and bidding of the Hangar #10 (dome hangar) roof replacement project. Once the bids are received, a grant amendment will be requested for the construction portion of the project. Associated costs with this project are as follows:

Design and Bid Engineering Services (SEH)	\$ 37,800.00
<u>Administrative Costs</u>	<u>\$ 1,000.00</u>
TOTAL PROJECT COSTS:	\$ 38,800.00

The City of Owatonna is requesting state participation for this project at 70 percent (\$27,160.00) and local funding for 30 percent (\$11,640.00) for a total grant request of \$38,800.00.

Please contact me if you have any questions.

Sincerely,

Dave Beaver
Airport Manager

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

Exhibit "C"

Airport: Owatonna
Sponsor: City of Owatonna
State Project: A7401-105
State Agreement #:
Description: City owned dome hangar roof replacement
Date: 9/3/2024

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
CONSTRUCTION SUBTOTAL		\$ -		\$ -	\$ -
Engineering	Description	Total		State	Local
	Design and Bid Engineering Services (SHE)	\$ 37,800.00	70%	\$ 26,460.00	\$ 11,340.00
			0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
ENGINEERING SUBTOTAL		\$ 37,800.00		\$ 26,460.00	\$ 11,340.00
Administration	Description	Total		State	Local
			0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
	Administrative Costs	\$ 1,000.00	70%	\$ 700.00	\$ 300.00
ADMINISTRATION SUBTOTAL		\$ 1,000.00		\$ 700.00	\$ 300.00
Grant Amounts		\$ 38,800.00		\$ 27,160.00	\$ 11,640.00



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 104-24 Award 2024 Demolition Quotes

Purpose:

Approve Resolution 104-24 to approve the quotes received for the 2024 Fall Demolition projects and award the project; bids were received from three companies.

Background:

The EDA purchased the house at 139 Pearl Street E for future downtown development. All structures on the site will be demolished and all of the utilities removed from the property. The property will then be filled, graded and seeded until the time a project is started.

The City purchased the house at 506 Maple Drive through a Repetitive Loss Flood Grant. All structures will be demolished and all the utilities removed. The property will then be filled, graded and seeded for perpetuity. The City is unable to build on the property as it is located within the floodplain. The City will be reimbursed for all costs associated with this property.

The City purchased the house at 1370 Cherry Street for future park development. All structures on the site will be demolished and all utilities removed to the curb. The property will then be filled, graded and seeded until the time a project is started. Projects and details will be determined at a future date.

The City also has an existing building located within Dartt's Park which is located within the flood plain. The structure is being demolished to remove a building from the flood plain.

Budget Impact:

The low bid (all four sites) is \$96,025; EDA will pay \$33,825, the City will be reimbursed \$23,700 for Maple Drive and balance to be paid from the General Fund.

Staff Recommendation:

Staff recommends approval of these quotes and awarding the project to JJD Companies.

Attachments:

1. Resolution 104-24 2024 Fall Demo Quotes
2. Demo Specs - 2024 Fall Demos

RESOLUTION NO. 104-24
A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Invitation for Quotes for the 2024 Fall Demo Quotes were received from three (3) companies. The following bids were received for the bid schedules:

Company	139 Pearl Street E	1370 Cherry St	506 Maple Dr	Dartt's Park	Total
JJD Companies	\$33,825	\$29,850	\$23,700	\$8,650	\$96,025
Steve James Construction	\$41,500	\$40,000	\$35,500	\$12,500	\$129,500
Wencl Construction	\$33,500	\$31,500	\$25,000	\$11,500	\$101,500

WHEREAS, the lowest responsible bidder was JJD Companies.

WHEREAS, City staff has reviewed the bids and recommends accepting the low bid for the project in the amount of \$96,025.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with JJD Companies in the name of the City of Owatonna for 2024 Fall Demo Quotes according to the quote documents for the project.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



2024 Fall Demolition Projects

Invitation for Quotations

September 6, 2024

Overview

The City of Owatonna invites contractors to bid for demolition and removal at 139 PEARL ST E, 1370 CHERRY ST, 506 MAPLE DR, and structure at 429 MINERAL SPRING RD NE, Owatonna, MN 55060.

Scope of work

- Removal of structures located at 139 PEARL ST E, 1370 CHERRY ST, 506 MAPLE DR, and structure at 429 MINERAL SPRING RD NE
- Removal of foundation
- Disconnection of all utilities at the main
- Removal of any and all debris from the property
- Removal of miscellaneous trees, shrubbery, landscaping, and stumps
- Restoration of the property to surrounding grade

DATE QUOTES ARE DUE:

TUESDAY, SEPTEMBER 24, 2024 AT NOON

Instructions

All bidders shall examine all documents and shall visit all of the sites informing themselves of all existing conditions under which the work is to be performed. They shall record their own investigations relative to the structure of the grounds, existing buildings, obstacles that may be encountered, and any other relevant matters which may affect the work of bidding.

The Contractor shall provide a brief statement of qualifications of his/her demolition work experience with residential structures. The City of Owatonna shall have the right to take such steps, as it deems necessary, to determine the ability of the bidder to perform the work.

All quotes shall be directed to Greg Kruschke prior to the deadline listed above. Quotes can be e-mailed to greg.kruschke@owatonna.gov or can be delivered or mailed to the following address:

City of Owatonna
ATTN: Greg Kruschke, Community Development Manager
540 West Hills Circle
Owatonna, MN 55060

All quotes will be considered by the City Council at a regular meeting at **7:00 p.m. on October 1, 2024** at the City Council Chambers, 540 West Hills Circle, Owatonna, Minnesota during the course of the meeting and at the convenience of the City Council. Please note that the lowest total quotation for all properties will be presented and recommended to the City Council.

Appointments to view the structures must be scheduled by contacting Greg Kruschke at (507) 774-7317. Appointments can be scheduled between 8:00 a.m. and 4:30 p.m. Monday through Friday. **It is required that you view each property with the City to ensure all expectations are understood and met.**

The Council reserves the right to (1) defer acceptance of any quote, not to exceed 40 days, (2) reject any or all quotes, and (3) waive any information and technicalities.

Contractor Requirements and Demolition Procedures

A. General conditions

1. This write-up identifies demolition work to be performed at the above subject property.
2. The contractor shall submit an approximate timeline of its proposed schedule for the demolition in conjunction with this bid. **All work shall be completed by June 1, 2025. Structure removals by DECEMBER 1, 2024. Utility disconnection is required to be completed by June 1, 2025.**
3. Any and all changes to the accepted bid shall be made and approved in writing by the City of Owatonna.
4. The City of Owatonna has contracted to have all known asbestos removed from the property prior to this contract commencing. Reports are available for viewing from the City of Owatonna.
5. All work shall be done in accordance with state and local code requirements, and necessary permits must be secured. Permits include demolition permits (MPCA & City), as well as any documents associated with these permits. **THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED STATE & LOCAL (City, OPU, & County) PERMITS.**
6. The City has provided SWPPP documentation for each property as part of this package.
7. Bidding Contractors shall have and maintain the following insurance requirements during the period of demolition:
 - i. Commercial General Liability policy providing coverage for bodily injury and property damage shall be an amount of not less than \$1,000,000 per occurrence. This will include but not be limited to the following coverage:

premises – operations, products/completed operation hazard, broad form blanket contractual, broad form property damage and coverage for acts of independent contractors. Coverage to include explosions, collapse, and underground exposures.

- ii. The Contractor agrees to maintain a worker's compensation policy for all employees.
 - iii. Additional liability insurance required shall include a comprehensive automobile policy, including owned, non-owned, and hired vehicles in an amount of not less than \$1,000,000 each occurrence.
 - iv. Contractor shall provide *Umbrella Liability Policy* with limit per occurrence of at least \$1,000,000.
 - v. All such policies shall name the City of Owatonna as an additional insured.
- 8. A final contract shall be made between the contractor and the City of Owatonna in conjunction with the bid. The eventual contract shall include provisions for work completion dates, equal opportunity, and final job payment.
 - 9. The contractor shall notify adjacent property owners before work commences.
 - 10. The contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except which is to be removed) either on or adjacent to the sites. The contractor shall repair at his/her expense any damage caused by operations not included in the original scope of work.
 - 11. The contractor shall provide during demolition all necessary barricades and fencing at the demolition sites during demolition as necessary to ensure safe conditions. This requirement will apply continuously and will not be limited to normal working hours.

B. Demolition and Site Clearance

- 1. Remove from site all structure to include but not limited to roof, walls, floors, signs, decks, garages, sheds, stoops, mechanical systems, foundation walls, and footings.
- 2. Cut off, remove, and dispose of trees, brush, stumps and roots.
- 3. Clearing and grubbing operations must occur in a manner that will not damage or jeopardize the surrounding plant life and property.
- 4. Haul away any other items on site to include debris, tree limbs, vegetation, etc.
- 5. Remove from site all concrete slabs, steps, walk to sidewalk, etc.
- 6. The footings and foundation shall be removed in their entirety. The remaining hole from the foundations **shall be filled and graded** to match the surrounding grade unless otherwise noted. Demolition rubble will not be permitted in the backfill. A clean hole inspection is required.
- 7. All accessory structures, their foundations, and any remnant foundations shall be removed in their entirety.
- 8. All fences shall be removed in their entirety, including posts and footings. The post foundations shall be filled and consist of clay fill with a quality compaction in the area of the removed foundations. This area shall be reasonably leveled with its surroundings.

C. Site specific detail & finishing

1. 139 PEARL ST E

- i. All trees outside of the boulevard shall be removed in their entirety.
- ii. All brush shall be removed in its entirety, including their stumps.
- iii. All boulevard trees, if present, shall remain.
- iv. The foundations shall be filled and consist of clay fill with a quality compaction in the area of the removed foundations. This area shall be reasonably leveled with its surroundings.
- v. Driveway shall be removed in its entirety.
- vi. All public sidewalk in the boulevard shall remain and be free of any damage. If removal is required, panels shall be installed per City of Owatonna standards and tied in. All necessary right of way permits must be granted by the city.
- vii. Sewer and water services shall be disconnected at the main

2. 1370 CHERRY ST

- i. City will have the well sealed in early October.
- ii. A well overflow pipe will need to be removed.
- iii. Large stumps on site shall be removed.
- iv. Remaining trees in demolition area shall remain and be protected during demolition activities.
- v. Remove and dispose of vegetation, shrubbery, and landscaping identified in the demolition boundary.
- vi. All brush shall be removed in its entirety, including their stumps.
- vii. Remove stone and wood retaining walls, decking, steps, pavers, and other miscellaneous landscaping features on the site. Specific plans will be discussed on the walk through.
- viii. Driveway and curbing shall remain.
- ix. Water and sewer services to be removed at the property line. Services are not to be removed from the main as they will be used in the future.
- x. The remaining hole from the foundations **shall be filled and graded** to match the surrounding grade and be graded. Bid is to include 50 yards of clay material to lessen the slopes within this area.

3. 506 MAPLE DRIVE

- i. Please note that this house will be moved prior to the demolition starting on this property. The basement, foundation, and other materials will need to be removed.
- ii. Foundation will need to be filled to the natural grade.
- ii. All trees on the property shall remain.
- iii. The small metal shed along the rear property line will be removed.
- iv. Sewer and water services shall be disconnected at the main.
- v. Driveway shall be removed in its entirety.

- vi. The driveway curb shall be removed and replaced with curbing to match the surrounding curb.
4. STRUCTURE AT 429 MINERAL SPRINGS RD NE (DARTT'S PARK)
- i. Removal work must be limited to the minimum possible and not impact the surrounding fields.
 - ii. The trail must remain completely operational during demolition and no impacts to the trail can occur.
 - iii. No sewer or water disconnection is needed. No services exist.
- D. Prior to the starting of work of removal of buildings, the Contractor will arrange to have any and all existing municipal water service, sanitary sewer service connections, gas, and electrical lines into the buildings cut off and permanently sealed in accordance with all regulations and ordinances of the City of Owatonna. **The City will require that the water and sanitary sewer services be disconnected at the main unless otherwise specified in this bid.** The Contractor shall make arrangements with the utility or public service companies for removal of meters and other equipment owned by such company. The Contractor will be responsible for maintaining or otherwise providing utility services to properties outside of or immediately adjacent to the property on which they are performing the wrecking operations. The contractor is responsible for obtaining a street opening permit, repairing the street, and any associated fees in order to accomplish the required work.
- E. The Contractor is responsible for locating the utilities for their respective disconnections. This may involve tracing the lines out of the house foundation to the mains, televising, or other methods to locate the service. This City does not guarantee the accuracy of the service location records.
- F. The Contractor is responsible for coordination and removal of all private utilities such as Cable, Phone, Fiber Optic, etc.
- G. The Contractor will be responsible for the maintenance and the condition of adjacent structures affected by the demolition operations and will be responsible for all damage incurred there from.
- H. The razing of buildings or structure as required under the terms set forth in this contract shall be performed in a coordinated and safe manner as herein provided and particularly:
- 1. No combustible debris shall be thrown, stored, or burned on adjacent parcels, sidewalks, streets, or alleys. Debris created from wrecking must be disposed of as demolition or removal work proceeds.
 - 2. Dropping of brick, stone, or concrete walls, or other materials on adjacent property, sidewalks, streets, or alleys is forbidden. All wrecking operations, storing, or processing of debris outside the boundaries of the properties covered by this contract are forbidden.
 - 3. No existing wall or partially demolished wall with a height of eight feet or more, without adequate lateral support of any width or length, shall remain standing after working hours. Workers shall not be allowed to work below a piece of operating equipment.

4. Where excavations must be left temporarily, they shall be left in such a manner so as to avoid hazard to persons or property. The grade adjacent to foundation walls shall be sloped gradually in order that there shall be no sharp drop to the level of the basement hole, or where the adjacent grade cannot be sloped, open holes and foundations shall be protected by secured fences and barricades.
5. The use of explosives in the performance of the work under this contract is prohibited.
6. The contractor is to provide protective fencing around the perimeter of partially demolished structures left temporarily, overnight, or for an extended period.
- I. The operations of the Contractor shall be done in such a manner as to avoid fires and other hazards to persons and property, and interference with the use of other buildings or interruption of free passage to and from such buildings. Upon completion of the work at the buildings and until time of final acceptance, the Contractor shall maintain the premises. The cleaning up of the premises shall include the removal and disposal of any rubbish, refuse, or other trash or materials lying within the property areas, whether or not such conditions have resulted from operation under this contract.
- J. The contractor will be required to maintain a source of water to adequately dampen and water down the structures as the demolition operations proceeds. Under no circumstances will dust and debris be allowed to blow or scatter from the demolition site as a result of the contractor's operations.
- K. All barricades and fencing must be kept free of advertising and miscellaneous bills, and hazardous conditions.
- L. Before commencing demolition work, the Contractor will be required to present a Plan of Operations for the wrecking of each structure for the review by the City of Owatonna.
- M. The Contractor shall remove all walls including foundation walls, partition walls, columns, piers, beams, or other projects. All building components shall be removed from the property in their entirety.
- N. All erosion and sediment control shall be installed per the attached plans prior to commencing demolition.
- O. Downstream inlet protection shall be in place prior to beginning construction activities.
- P. In no case shall synthetic matting be used in the seeding or erosion control. All matting shall be free of the fish line type material.
- Q. All scrub brush shall be removed from the properties. There are a number of trees, stumps and shrubbery to be removed.
- R. All items within this contract shall be **completed and invoiced by the dates listed above. If utility disconnection is completed in 2024, all billing shall be within 30 days of completion.**
- S. The Contractor shall meet all local, state, and federal regulations at all times during this demolition project.
- T. The contractor will take pictures during the demolition process and submit to the City upon completion or notify the City so pictures can be taken during the demolition.

- U. Upon completion of the final inspection by the City of Owatonna's Building Official and Community Development Manager and acceptance of the work, the Building Official shall execute a certificate over his signature that the whole work provided for in this Agreement has been completed and accepted by the City under the terms and conditions thereof, whereupon the entire balance found to be due to the Contractor, including the retained percentage shall be paid to the Contractor within thirty-one (31) days after final completion and final acceptance by the City.

City of Owatonna Proposal Form

Address: 139 PEARL ST E		
	Mobilization	\$
	Disconnection of services	\$
	Equipment time	\$
	Disposal fees	\$
	Site grading	\$
	Seeding and erosion control	\$
	Miscellaneous labor	\$
	Profit and overhead	\$
	TOTAL	

Address: 1370 CHERRY ST		
	Mobilization	\$
	50 Yards of Fill Material	\$
	Equipment time	\$
	Disposal fees	\$
	Site grading	\$
	Seeding and erosion control	\$
	Miscellaneous labor	\$
	Profit and overhead	\$
	TOTAL	

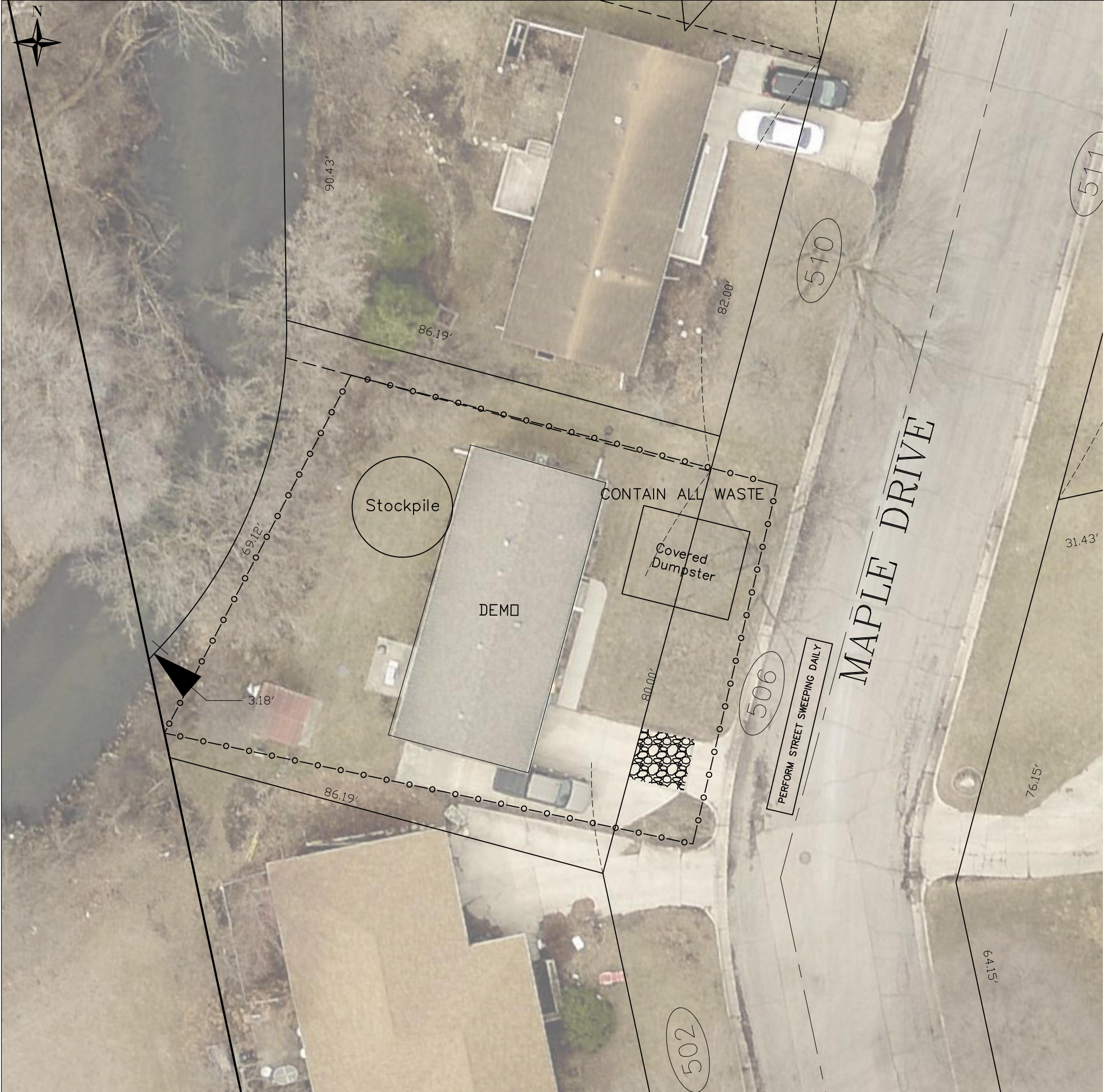
Address: 506 MAPLE DR		
	Mobilization	\$
	Disconnection of services	\$
	Curb Replacement	\$
	Equipment time	\$
	Disposal fees	\$
	Site grading	\$
	Seeding and erosion control	\$
	Miscellaneous labor	\$
	Profit and overhead	\$
	TOTAL	

Address: 429 MINERAL SPRING RD NE (Structure)		
	Mobilization	\$
	Equipment time	\$
	Disposal fees	\$
	Site grading	\$
	Seeding and erosion control	\$
	Miscellaneous labor	\$
	Profit and overhead	\$
	TOTAL	

	COMBINED TOTAL (all properties)	
--	--	--

Signature

Contractor Name/Representative	
Authorized by:	Date:



KEY

—○—○—○—

Perimeter Control

Construction Ent.

IP

Inlet Protection

General SWPPP

- Contractor responsible for installation, maintenance and inspections of all stormwater BMP's.
- Inspections will be performed at a minimum of every 7 days and after 0.5" rainfall, including ultimate discharge point.
- Street sweeping of all hard surfaces to be performed daily.
- All dewatering activities must be treated properly prior to discharge.
- All solid and liquid construction waste to be collected, stored and disposed properly, no ground contact shall be allowed.
- Site stabilization shall be initiated immediately once construction activity ceases and shall be complete no later than 14 days.All BMP's to remain in place until complete.
- Temporary and winter stabilization may be required.
- Utilize existing driveway as construction entrance.
- All stormwater BMP's must be in place prior to start of construction, Water Quality Specialist to verify.

Site Stabilization

- If providing gravel surface, grade to drain. Remaining areas to receive stabilization at noted below.Complete immediately following demolition.
- Provide minimum 4" topsoil over all disturbed areas designated to receive seed or sod.
- If seeding, provide seed mixture 25-15 and Cat. 3 erosion control blankets.Alternatively hydro-mulch may be used.
- If project extends beyond November 15th provide winter mulching.
- All BMP's to remain in place until stabilization complete and approved by Water Quality Specialist.

SWPPP Quantities

Estimated BMP Quantities		
8" Sediment Control Log (Straw Type)	350	LF
Inlet Protection (Pre-Manufactured with overflow)	4	EA
Stabilizing Cover (Gravel or Rapid Method 3)	6,000	SF
Waste Containment	1	EA
Street Sweeping	1	LUMP

SURVEY

DRAWN

DESIGNED

APPROVED

DATE

PROJ. NO.

GPS

MLS

BDR

SPM

9/6/24

N/A

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: SEAN P. MURPHY

SIGNATURE: _____

DATE: _____

LIC. NO. 56604

PROJ. NO. 56604

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

Fax: 507-444-4351

CITY OF OWATONNA

506 Maple Drive House Demolition

2024

Stormwater Pollution Prevention Plan

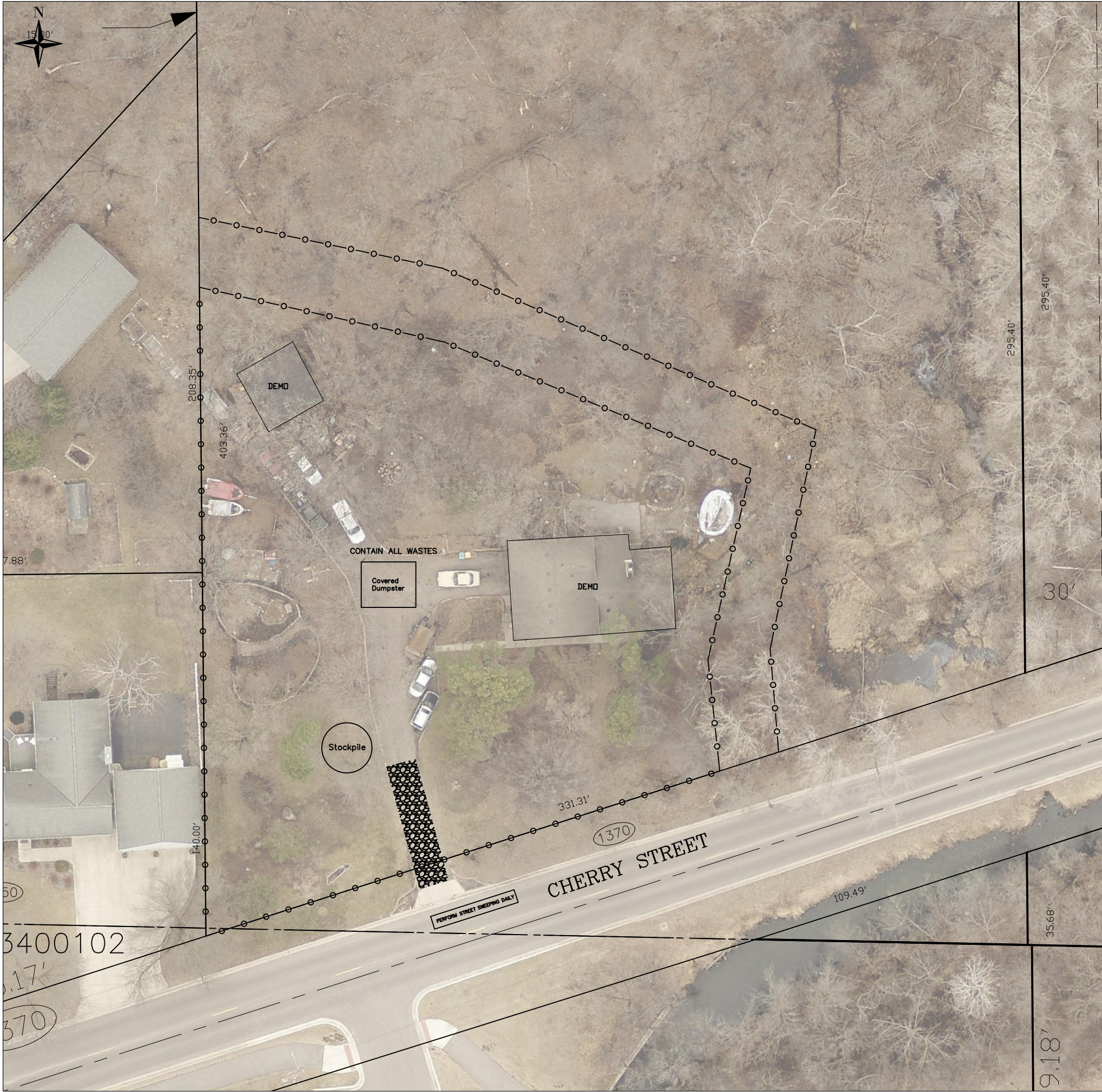
506 Maple Dr

1"=10'

SHEET NUMBER

1 OF 1

Page 118 of 138



KEY

- — Perimeter Control
- [Pattern] — Construction Ent.
- [Box with IP] — Inlet Protection

General SWPPP

- Contractor responsible for installation, maintenance and inspections of all stormwater BMP's.
- Inspections will be performed at a minimum of every 7 days and after 0.5" rainfall, including ultimate discharge point.
- Street sweeping of all hard surfaces to be performed daily.
- All dewatering activities must be treated properly prior to discharge.
- All solid and liquid construction waste to be collected, stored and disposed properly, no ground contact shall be allowed.
- Site stabilization shall be initiated immediately once construction activity ceases and shall be complete no later than 14 days. All BMP's to remain in place until complete.
- Temporary and winter stabilization may be required.
- Utilize existing driveway as construction entrance.
- All stormwater BMP's must be in place prior to start of construction, Water Quality Specialist to verify.

Site Stabilization

- If providing gravel surface, grade to drain. Remaining areas to receive stabilization at noted below. Complete immediately following demolition.
- Provide minimum 4" topsoil over all disturbed areas designated to receive seed or sod.
- If seeding, provide seed mixture 25-15 and Cat. 3 erosion control blankets. Alternatively hydro-mulch may be used.
- If project extends beyond November 15th provide winter mulching.
- All BMP's to remain in place until stabilization complete and approved by Water Quality Specialist.

SWPPP Quantities

Estimated BMP Quantities		
8" Sediment Control Log (Straw Type)	1100	LF
Inlet Protection (Pre-Manufactured with overflow)	4	EA
Stabilizing Cover (Gravel or Rapid Method 3)	10,000	SF
Waste Containment	1	EA
Street Sweeping	1	LUMP

SURVEY

DRAWN

DESIGNED

APPROVED

DATE

GPS

MLS

BDR

SPM

9/6/24

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: SEAN P. MURPHY

SIGNATURE: _____

DATE: _____

PROJ. NO.

56604

CITY OF OWATONNA

ENGINEERING DEPARTMENT

540 WEST HILLS CIRCLE

Owatonna, MN 55060

Phone: 507-444-4350

Fax: 507-444-4351

CITY OF OWATONNA

2024

1370 Cherry Street House Demolition

Stormwater Pollution Prevention Plan

1370 Cherry St

1"=20'

SHEET NUMBER

1 OF 1

Page 119 of 138



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: Resolution 105-24: Appoint Election Judges - 2024 General Election - November 5, 2024

Purpose:

Council to approve Resolution 105-24 appointing Election Judges for the 2024 General Election planned for Tuesday, November 5, 2024.

Background:

The Secretary of State requires the appointment of election judges before Election Day. As recommended by the Secretary of State, the resolution appoints judges and also authorizes staff assignment of Election Judge substitutes if needed.

All judges serving this election are required to attend training to become a Certified Election Judge prior to serving. July 1st was the beginning of the current 2-year biennial period for Judge Certification. Jennifer Mueller, Director of the Steele County Property Tax and Election Office, held nine Election Judge Training Sessions in July prior to the August Primary Election and there will be one additional training session offered next week. Election Day poll assignments will be prepared with the 129 judges listed. The polls will be open from 7:00 a.m. to 8:00 p.m. with the judges beginning at 6:00 a.m. and finishing around 9:00 p.m.

Budget Impact:

Estimate \$18,500 for this election.

Election Judges are paid \$13 per hour, Head Judges receive \$14 per hour. There will be eight judges scheduled at each of the city's ten polling sites on Election Day for 15 hours each.

Judges are also paid to attend the 2-hour training, some serve as Health Care Facility Judges to take requested ballots to residents in the healthcare facilities, some participate during the Public Accuracy Test and Post-Election Audit, and assist with polling site supply boxes.

Staff Recommendation:

Staff recommends adoption of Resolution 105-24.

Attachments:

1. Res 105-24 Appoint 2024 General Election Judges
2. List - 2024 General Election Judges

RESOLUTION NO. 105-24

A RESOLUTION APPOINTING ELECTION
JUDGES FOR THE 2024 GENERAL ELECTION

BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota, that the persons listed on the attached are hereby appointed judges for the 2024 General Election to be held on Tuesday, November 5, 2024. Judges appointed to serve at the Polling Sites will have completed training and become certified to serve as an Election Judge.

BE IT FURTHER RESOLVED by the City Council of the City of Owatonna, Minnesota, that City Administration staff may assign additional or substitute election judges as necessary for this election.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

Name	Name	Name
Lori Abbe	Clark Gustafson	Jane Parr
Jane Allard	Kelli Hallquist	Frances Pederson
Marcie Anderson	Cheryl Hancock	Timothy Pelton
Tamara Arnold	Kim Hansen	Marilee Pfarr
Shirley Dawn Axmark	Bob Hardcopf	Lisa Queeen
Daniel Axmark	Sandee Hardy-Hagen	Traci Ranslow
Renee Bachman	Gary Hedstrom	William Ricker
Lloyd Bauman	Sherry Hill	Allison Ritter
Christian Berg	Dan Hoff	Elizabeth Rossi
ValerieBomar	Linda Hoffman	Kent Rossi
Wayne Bomar	Shannon Iacavino	Christine Runner
Tom Bonacci	Laura Jensen	Joan Salmonsens
Linda Boorman	Naomi Jirele	Teresa Sanders
Mike Brown	Shelly Johnson	Kim Schaufenbuel
Randy Byam	Bonnie Johnston	Tim Schmidt
Sue Calcamuggio	Mark Johnston	Chris Schuler
Shelly Chicos	Steve Kaffine	Kristy Schuler
Lilly Christianson	Daryl Kanne	Kathy Schumacher
Cheryl Couture	Karen Kanne	Julianna Skluzacek
Donald Culshaw	Jacqueline Karaus	Deloris Slack
Marcia Dahle	Hildie Kehler	Theodore Slezak
Dwight DePenning	Peter Kehler	Robin Spande
Sheila DePenning	Sheryl Keith	Diane Spellmeyer
Sheila Distel	Sharon Klein	Mark Stadtherr
Edmund Draheim	Jeffrey Kramer	Mike Stormo
Jane Draheim	Marie Larson	Richard Strom
Wendell Engelstad	Bruce Louks	Corinne Talley
Judith Erck	Beverly Lysne	James Taylor
Janet Erickson	Mark Mielke	Cathy Torrey
Mark Erickson	Gary Mohr	Ken Torrey
Nancy Fichten-Rucks	Patrick Montplaisir	Naomi Uber
Laura Flowers	Therese Murphy	Nancy Voight
Kent Frette	Charles Newgard	Eric Wandersee
Mary Gaul	Michelle Noble	Jean Westberg
Sharon Gaulrapp	Roger Noble	Pam Wild
Linda Gerardy	Heidi Oanes	Diane Wilson
Daniel Gorman	Michael Oanes	Eileen Wohlenhaus
Glenda Granoswki	Beatrice Oberg	Renee Wyatt
Mary Groff	Kay Oberle	Robert Wyatt
Marjorie Gruhlke	Kirk Oswald	Beth Youngquist



CITY OF
OWATONNA

Miscellaneous



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Merrill Hall Lease - Little Theatre of Owatonna

Purpose:

Seeking Council approval to renew the Little Theatre of Owatonna's (LTO) lease for the space at Merrill Hall.

Background:

LTO, a local community theater, is a vital hub for cultural enrichment. It provides opportunities and space for local talent to bring affordable and quality performances to the community. LTO is currently in its 59th season!

LTO has been leasing space at Merrill Hall for several decades. Due to recent building improvements, some spaces are required for the HVAC system. This presented an opportunity to collaborate with another building tenant, Wee Pals, to adjust the space to benefit both tenants.

Under the proposed lease agreement, a dust collector is required if LTO uses power saws in the workshop area, and LTO will cover the unit and installation costs. Additionally, the lease allows the City to use the auditorium for City business, provided advance notice is coordinated.

The proposed lease is for five years with annual rent increases, covering 12,467 square feet of space.

Budget Impact:

The revenue is identified in the proposed 2025 budget.

January 1, 2025 – December 31, 2025: The annual term rent is \$10,800 per year/\$900.00 monthly.

January 1, 2026 – December 31, 2026: The annual term rent is \$14,400 per year/\$1200.00 monthly.

January 1, 2027 – December 31, 2027: The annual term rent is \$18,000 per year/\$1500.00 monthly.

January 1, 2028 – December 31, 2028: The annual term rent is \$21,600 per year/\$1800.00 monthly.

January 1, 2029 – December 31, 2029: The annual term rent is \$24,000 per year/\$2000.00 monthly.

Staff Recommendation:

Staff recommends the approval of the LTO lease.

Attachments:

1. LITTLE THEATRE LEASE 9-27-24 (002)

LEASE

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter called Lessor, and Little Theatre of Owatonna hereinafter called Lessee.

1. **PREMISES.**

That said Lessor, in consideration of the rents and covenants hereinafter provided, does hereby remise, lease, and let unto Lessee, and the said Lessee does hereby hire and take from Lessor the following described premises situated in the City of Owatonna West Hills property, located in the County of Steele, State of Minnesota, to-wit:

Lower Level	Space	Square Feet
	Room 1	- 997
	Rooms 3 & 5	1145
	Room 7	321
	Room 9	687
	Room 10	1275
	Rooms 2, 4, Costume & Prop Room	3530
Main Level		
	Rooms 103 & 107	722
	Room 106 Theatre & Stage	3790
Second Floor		
	Room 206 C & D Light/Sound Booth/Balcony	
Total		12,467

2. **TERM.**

The term of this lease shall be for a period of five (5) years, commencing on January 1, 2025, and expiring on the 31st day of December 2029.

3. RENT.

January 1, 2025 – December 31, 2025: The annual term rent payable by Lessee to Lessor shall be \$10,800 per year, payable at a monthly rate of \$900.00.

January 1, 2026 – December 31, 2026: The annual term rent payable by Lessee to Lessor shall be \$14,400 per year, payable at a monthly rate of \$1200.00.

January 1, 2027 – December 31, 2027: The annual term rent payable by Lessee to Lessor shall be \$18,000 per year, payable at a monthly rate of \$1500.00.

January 1, 2028 – December 31, 2028: The annual term rent payable by Lessee to Lessor shall be \$21,600 per year, payable at a monthly rate of \$1800.00.

January 1, 2029 – December 31, 2029: The annual term rent payable by Lessee to Lessor shall be \$24,000 per year, payable at a monthly rate of \$2000.00.

4. ASSIGNMENT AND SUBLETTING.

Lessee agrees that it will not sublet the demised premises or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to be transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time accrue or be desired and that nothing whatever shall be held to be a waiver or supersede the necessity of such endorsement. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

5. UTILITIES.

At such time as Lessor incurs any expense in connection with utility services, upon 90 days written notice to Lessee, Lessee will thereupon assume such obligations directly and in full, with Lessee having option to cancel in said event.

6. REPAIRS AND MAINTENANCE.

Lessee agrees to take the premises in their present condition and shall, at its own expense during the term of this lease, repair and maintain the entire leased premises in a safe, clean, and presentable condition. Lessee is responsible for repairs of its own personal property, equipment, and fixtures. Lessor is responsible for maintenance of structural weight-bearing walls, HVAC, structure of building, maintenance and repair of the public sidewalk and entrances and exits to the leased premises. Lessor shall maintain and repair all water, sewer, gas, and electric service lines running to the leased premises. If Lessee wants to use power saws, the City of Owatonna must approve the dust collector system. The cost of the unit and installation

will be incurred by Lessee. Power saws are not allowed unless an approved dust collector is installed.

7. ERECTION AND MAINTENANCE OF SIGNS.

Lessee shall not erect or permit to be erected on said premises or on the exterior of any buildings any signs of any type without the written consent of the Lessor endorsed hereon.

8. TAXES.

So long as the property remains tax exempt, neither party will have a tax obligation. Should this tax-exempt status change or be modified in any respect by reason of the parties having entered into this lease or for any other reason which would return the demised premises to the tax rolls, Lessee will be obligated to pay and hold Lessor harmless any such real estate or other tax thereby incurred.

9. DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage to or destruction of the leased premises or a portion thereof by fire, or other cause sufficient to render the leased premises unsatisfactory for Lessee's operations or otherwise untenable, either party may terminate this lease by written notice of its intention to do so to the other party within thirty (30) days of such destruction or damage. Lessor will not be obligated to replace or repair the leased structure, and if it so elects to not rebuild, shall give Lessee notice of said fact and the lease shall thereupon automatically terminate. Should Lessor determine to make repairs to damages to the premises, then during the period commencing with the damage to the premises and ending with the completion of the repairs rendered necessary thereby, the rent payable hereunder shall abate and the obligation of the Lessee ever to pay the same shall cease to the extent and in proportion to the area rendered untenable by the injury to the premises or rendered untenable by repair work.

10. AMERICANS WITH DISABILITIES ACT.

Lessee acknowledges and agrees that, while Lessor has reviewed and approved the plans and specifications for Lessee's leasehold improvements, (and may construct Lessee's leasehold improvements for Lessee), Lessor assumes no responsibility for compliance of such plans and specifications, the leased premises, or Lessee's leasehold improvements with the Americans with Disabilities Act of 1990 or the regulations promulgated thereunder ("ADA"). Lessor shall not be responsible for any alterations or additions to the leased premises or any other portions of the building of which the leased premises or any other portions of the buildings of which the leased premises are a part which may be required by the ADA

Lessee agrees to comply with the ADA, including, without limitation, by removing architectural barriers within the leased premises and the common areas of the building made necessary by Lessee's use of the leased premises and by strict conformance with the ADA in the design and

construction of Lessee's leasehold improvements and any subsequent alterations. Lessee shall indemnify and shall hold Lessor harmless from any damages, loss or liability, including without limitation the cost of barrier removal or alterations which may be performed by Lessor, resulting from the failure to Lessee to comply strictly with the requirements of the ADA

11. INSURANCE.

Lessee shall at all times during the term of this lease and any extensions thereof, carry public liability insurance covering the leased premises, which insurance shall insure against liability for personal injury or death and property damage with minimal limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. All such insurance policies shall be with a company and in a form acceptable to the Lessor and Lessee agrees to provide and keep filed on record with the City of Owatonna a certificate of insurance certifying to the existence of such policies and naming the City as an Additional Insured.

12. OPTIONS TO RENEW.

Lessee is hereby granted one (1) option(s) to renew and extend the term of this lease for an additional period of one (1) year. Each optional term shall be at such rent and upon the terms and conditions as are determined by the Lessor.

12. PEACEFUL SURRENDER.

Lessee covenants and agrees to keep and maintain the premises and its fixtures during the term of the lease and peaceably quit and deliver up the same to Lessor at the termination of this lease in as good order, condition, and state of repair as the same are at the date hereof, reasonable use and wearing thereof excepted. At its option and expense, Lessee may remove from the premises at termination the non-attached personal property as it may have installed, excluding specifically heating and air conditioning equipment.

13. LESSOR'S REMEDIES.

If the monthly rental payment, or any of them, whether demanded or not, are not paid within twenty (20) days after becoming due, or in the event Lessee files any petition in bankruptcy or insolvency or is adjudicated bankrupt or insolvent, or if any term, condition, or covenant of this lease on the part of Lessee to be by it performed shall be violated or neglected and such violation or neglect is not cured within twenty (20) days after written notice from Lessor, then in either of such cases, Lessee does hereby authorize and empower Lessor to cancel and annul this lease at once and to reenter and take possession of the premises immediately without any previous notice of intention to reenter, and to remove all persons and their property therefrom without such reentry working a forfeiture of the rents to be paid by Lessee.

14. NOTICES.

Whenever under this lease any demand, notice, or declaration of any kind is required or desirable, it shall be in writing, served or sent by mail with postage prepaid; if to Lessor, addressed to them at City Hall, Owatonna, Minnesota 55060; and if to Lessee, addressed to it at 560 Dunnell Drive, Owatonna, Minnesota 55060. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Such notices, demands, or declarations shall be deemed sufficiently served or given for all purposes hereunder when served or two (2) days after mailing as aforesaid.

15. USE OF THEATRE SPACE BY THE LESSOR.

The Lessee agrees to allow the Lessor to use the theatre space free of charge. This usage is subject to prior arrangement with the Lessee and is contingent upon the venue's availability.

16. ACCESS TO LEASED SPACES BY LESSOR OR CONTRACTORS.

The Lessor retains the right to access all leased spaces for inspection, maintenance, or other official duties. The Lessor should provide the Lessee with at least 24 hours prior notice before accessing any of the leased spaces. In cases of emergency where immediate access is necessary, the Lessor may access the leased spaces without prior notice.

15. JOINT OR MUTUAL WAIVER OF SUBROGATION.

It is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring at the property described herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSOR: CITY OF OWATONNA

LESSEE: LITTLE THEATER OF OWATONNA

By: _____
Thomas A. Kuntz, Mayor

By: _____
Victoria Bartkowiak, Executive Director

Attest: _____
Kris M. Busse, City Administrator/City Clerk



DATE: October 1, 2024
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Merrill Hall Lease - Wee Pals Child Care Center, Inc.

Purpose:

Seeking Council approval to renew a five-year lease with Wee Pals Child Care Center, Inc. (Wee Pals) for spaces occupied in Merrill Hall.

Background:

Wee Pals is a community childcare provider for infants through school-aged children. For decades, it has leased space at Merrill Hall.

With recent building improvements, some spaces are required for the HVAC system. This presented an opportunity to collaborate with another building tenant, Little Theatre, to adjust the space to benefit both tenants.

Wee Pals is responsible for maintaining, inspecting, and replacing the outdoor playground and fenced-in green space.

The proposed lease is for five years with annual rent increases, covering 10,251 square feet of space.

Budget Impact:

The rent revenue is budgeted for the proposed 2025 budget.

For 2025, the annual term rent is \$48,510.00/monthly installments of \$4,042.50.

The rent will increase by:

- 3% for 2026
- 2% for 2027
- 2% for 2028
- 2% for 2029

Staff Recommendation:

Staff recommends approval of the Wee Pals Child Care Center Inc. five-year lease for Merrill Hall.

Attachments:

1. 2024 WEE PALS LEASE 9-27-24

LEASE

THIS AGREEMENT, made this ___ day of _____, 2024, by and between the City of Owatonna, a municipal corporation of the State of Minnesota, hereinafter called Lessor, and WEE PALS CHILD CARE CENTER, INC., hereinafter called Lessee.

1. **PREMISES.**

That said Lessor, in consideration of the rents and covenants hereinafter provided, does hereby remise, lease, and let unto Lessee, and the said Lessee does hereby hire and take from Lessor the following described premises situated in the City of Owatonna West Hills property, located in the County of Steele, State of Minnesota, to-wit:

Lower Level	Space	Square Feet
	Room 11	594
	Room 12	696
	Kitchen	316
Main Level	Room 101	925
	Room 102	751
	Room 109 & 109A	722
	Unnumbered classroom next to office	748
	Room 113	746
	Room 112 & 112A	748
	Room 110 Janitorial Room	
	Room 108 Women's Restroom	
	Room 104 Men's	

	Restroom	
Second Floor	Room 200	281
	Room 201	753
	Room 202	750
	Room 203	722
	Room 205	379
	Rooms 212 & 214	1120
	Outdoor Space for Playground area	
Total		10,251

2. TERM.

The term of this lease shall be for a period of five (5) years, commencing on November 1, 2024, and expiring on the 31st day of October, 2029, for the following purposes:

Operation of a childcare center.

3. RENT.

The annual term rent payable by Lessee to Lessor shall be \$48,510.00 payable in equal monthly installments of \$4,042.50, for the remainder of 2024, and all of 2025, each in advance on or before the first day of each calendar month, commencing with the first day of the term, prorated if other than for a full month. The rent will increase by 3% for 2026, 2% for 2027, 2% for 2028, and 2% for 2029.

If Lessee pays for improvements to the building, which are deemed necessary by the Lessor for the general improvement of the building, credit for such pre-approved expenses by Lessee shall be spread as a credit toward the rent specified during this lease period.

4. ASSIGNMENT AND SUBLETTING.

Lessee agrees that it will not sublet the demised premises or any part thereof, and will not

assign this lease or any interest therein, nor permit such lease to be transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed hereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time accrue or be desired and that nothing whatever shall be held to be a waiver or supersede the necessity of such endorsement. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof. The City Council hereby consents to subletting kitchen to responsible parties.

5. UTILITIES.

Lessor will pay for utility services to its space as determined by Owatonna Public Utilities directly and in full.

6. REPAIRS AND MAINTENANCE.

Lessee agrees to take the premises in their present condition and shall, at its own expense during the term of this lease, maintain the entire leased premises in a safe, clean, and presentable condition. The Lessor is responsible for maintenance of structural weight-bearing walls and maintenance and repair of the public sidewalk and entrances and exits to the leased premises. Lessor shall maintain and repair all water, sewer, gas and electric service lines running to the leased premises. Lessee shall be responsible for janitor service for common areas (restrooms, stairways and halls). Lessor shall install any replacement light bulbs and shall pay for the light bulbs in the Wee Pals space.

7. ERECTION AND MAINTENANCE OF SIGNS.

Lessee shall not erect or permit to be erected on said premises or on the exterior of any buildings any signs of any type without the written consent of the Lessor endorsed hereon.

8. TAXES.

So long as the property remains tax exempt, neither party will have a tax obligation. Should this tax exempt status change or be modified in any respect by reason of the parties having entered into this lease or for any other reason which would return the demised premises to the tax rolls, Lessee will be obligated to pay and hold Lessor harmless any such real estate or other tax thereby incurred.

9. DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage to or destruction of the leased premises or a portion thereof by fire, or other cause sufficient to render the leased premises unsatisfactory for Lessee's operations or otherwise untenable, either party may terminate this lease by written notice of its intention to do so to the other party within thirty (30) days of such destruction or damage. Lessor will not be obligated to replace or repair the leased structure, and if it so elects to not rebuild, shall give Lessee notice of said fact and the lease shall thereupon automatically terminate. Should Lessor determine to make repairs to damages to the premises, then during the period commencing with the damage to the premises and ending with the completion of the repairs rendered necessary thereby, the rent payable hereunder shall abate and the obligation of the Lessee ever to pay the same shall cease to the extent and in proportion to the area rendered untenable by the injury to the premises or rendered untenable by repair work.

10. AMERICANS WITH DISABILITIES ACT.

Lessee acknowledges and agrees that, while Lessor has reviewed and approved the plans and specifications for Lessee's leasehold improvements, [and may construct Lessee's leasehold improvements for Lessee], Lessor assumes no responsibility for compliance of such plans and specifications, the leased premises or Lessee's leasehold improvements with the Americans with Disabilities Act of 1990 or the regulations promulgated thereunder ("ADA"), and Lessor shall not be responsible for any alterations or additions to the leased premises or any other portions of the building of which the leased premises or any other portions of the buildings of which the leased premises are a part which may be required by the ADA

Lessee agrees to comply with the ADA, including without limitation by removing architectural barriers within the leased premises and the common areas of the building made necessary by Lessee's use of the leased premises and by strict conformance with the ADA in the design and construction of Lessee's leasehold improvements and any subsequent alterations. Lessee shall indemnify and shall hold Lessor harmless from any damages, loss or liability, including without limitation the cost of barrier removal or alterations which may be performed by Lessor, resulting from the failure to Lessee to comply strictly with the requirements of the ADA

In the event that the Wee Pals Board determines that ADA compliance would be impracticable or cost prohibitive, Lessee may terminate this lease agreement upon thirty (30) days written notice to Lessor.

11. INSURANCE.

Lessee shall at all times during the term of this lease and any extensions thereof, carry public liability insurance covering the leased premises, which insurance shall insure against liability for personal injury or death and property damage with minimal limits of bodily insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate. All such insurance policies shall be with a company and in a form acceptable to the Lessor and Lessee agrees to provide and keep filed

on record with the City of Owatonna a certificate of insurance certifying to the existence of such policies and naming the City as an Additional Insured.³

12. PEACEFUL SURRENDER.

Lessee covenants and agrees to keep and maintain the premises and its fixtures during the term of the lease and peaceably quit and deliver up the same to Lessor at the termination of this lease in as good order, condition, and state of repair as the same are at the date hereof, reasonable use and wearing thereof excepted. At its option and expense, Lessee may remove from the premises at termination the non-attached personal property as it may have installed, excluding specifically heating and air conditioning equipment.

13. LESSOR'S REMEDIES.

If the monthly rental payment, or any of them, whether demanded or not, are not paid within twenty (20) days after becoming due, or in the event Lessee files any petition in bankruptcy or insolvency or is adjudicated bankrupt or insolvent, or if any term, condition, or covenant of this lease on the part of Lessee to be by it performed shall be violated or neglected and such violation or neglect is not cured within twenty (20) days after written notice from Lessor, then in either of such cases, Lessee does hereby authorize and empower Lessor to cancel and annul this lease at once and to reenter and take possession of the premises immediately without any previous notice of intention to reenter, and to remove all persons and their property therefrom without such reentry working a forfeiture of the rents to be paid by Lessee.

14. NOTICES.

Whenever under this lease any demand, notice, or declaration of any kind is required or desirable, it shall be in writing, served or sent by mail with postage prepaid; if to Lessor, addressed to them at City Hall, Owatonna, Minnesota 55060; and if to Lessee, addressed to it at 560 Dunnell Drive, Owatonna, Minnesota 55060. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Such notices, demands, or declarations shall be deemed sufficiently served or given for all purposes hereunder when served or two (2) days after mailing as aforesaid.

15. NOTICE OF TERMINATION.

Notwithstanding the term hereof, either party hereto may terminate this agreement upon three (3) months written notice to the other party. In the event City serves notice upon the Lessee, Lessee may stay in possession beyond the three (3) months as a holdover tenant only upon the express written consent of the Council. Otherwise, Lessee shall peaceably vacate the premises.

16. JOINT OR MUTUAL WAIVER OF SUBROGATION.

It is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring at the property described herein.

17. OPTIONS TO RENEW.

Lessee is hereby granted one (1) option(s) to renew and extend the term of this lease for an additional period of one (1) year. Each optional term shall be at such rent and upon the terms and conditions as are agreed to between the parties upon undertaking such optional term.

18. PLAYGROUND.

Notwithstanding anything herein to be contrary regarding assignment and subletting. Any updates to the playground is contingent upon written certification the playground complies with American Society for Testing and Materials (ASTM) standards at the time of installation, and that Lessee shall maintain the playground to ASTM standards. Lessee shall certify that playground complies to the AMERICANS WITH DISABILITIES ACT. Lessor further acknowledges that said improvements are the property of Lessee and that Lessee shall be allowed to remove such improvements at any time and for any reason.

In the event the Wee Pals Board determines that ADA compliance would be impracticable or cost prohibitive, Lessee may terminate this lease agreement upon thirty (30) days written notice to Lessor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSOR: CITY OF OWATONNA

LESSEE: WEE PALS CHILD CARE CENTER, INC.

By: _____
Thomas A. Kuntz, Mayor

By: _____
Clarissa Dushek, Director

Attest: _____
Kris M. Busse, City Administrator/City Clerk