

PLEASE NOTE: At 5:30 p.m. Council will meet in a Study Session in Council Chambers, City Hall at 540 West Hills Circle. Brad Rademacher, Water Quality/Storm Water Specialist will provide an update on Emerald Ash Borer and a review of the City's Storm Water Program; Roger Warehime, OPU General Manager will give an update on OPU and Rhonda Moen, Finance Director and auditors will present the 2021 Audit Review.



OWATONNA CITY COUNCIL MEETING

Monday, June 20, 2022 at 7:00 PM

Council Chambers, City Hall at 540 West Hills Circle

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

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

- 1.1. Council Agenda
- 1.2. Police Officer Swearing In Ceremony
- 1.3. Legislative Update - Senator Jasinski and Representative Petersburg
- 1.4. Mayor Kuntz
 - 1.4.1. MRPA Award of Excellence Presentation

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – June 7, 2022
- 2.2. Board/Commission Minutes
 - 2.2.1. OPU Commission Meeting - April 26, 2022
 - 2.2.2. Park Board Meeting - May 9, 2022
 - 2.2.3. Planning Commission Minutes - May 10, 2022
 - 2.2.4. Human Rights Commission Meeting - May 10, 2022
 - 2.2.5. Airport Commission Meeting - May 12, 2022
 - 2.2.6. Library Board Meeting - May 17, 2022
 - 2.2.7. HRA Board Minutes - May 23, 2022
 - 2.2.8. Planning Commission Minutes - June 14, 2022
- 2.3. Department Reports:
 - 2.3.1. Building & Inspection Reports - May 2022
 - 2.3.2. Weed/Nuisance Complaint Inspection Report
- 2.4. Licenses/Permits
 - 2.4.1. Event Permit - Movie at River Springs Water Park
 - 2.4.2. Event Permit - Wednesday Night Car Shows
- 2.5. Miscellaneous
 - 2.5.1. Culture Assessment & Blueprinting Agreement - Employee Strategies
 - 2.5.2. Club Car Maintenance Agreement - Brooktree Golf Course

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. Proposed Ordinance 22-9: Z-347 Saia Motor Freight Line Zone Change

3.3. Resolutions:

3.3.1. Resolution 60-22: Purchase Property at N Elm Ave and 11th Street NE

3.4. Miscellaneous

3.4.1. North Cedar Streetscape Change Order No. 4

3.4.2. Tennis Pro Agreement - Matt Hokanson

4. STAFF REPORTS

5. PUBLIC COMMENTS: (Please limit comments - 2 minutes and items not on the agenda.)

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



Police Officer Swearing In Ceremony



Legislative Updates

Senator John Jasinski

Representative John

Petersburg



Mayor Kuntz



Parks, Trails, Recreation & Facilities Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
Mary Knudson, Administrative Specialist
SUBJECT: MRPA Award of Excellence Presentation

Purpose:

A short presentation from the Minnesota Recreation and Park Association presenting the Award of Excellence in the park and recreation field.

Background:

Presentation of Award of Excellence for Lowe's 100 Hometowns project at Lake Kohlmier, in the category of Sponsorships and Partnerships. The committee reviewed 35 applications in this category.

Budget Impact:

None

Staff Recommendation:

Accept the Award of Excellence for the Lake Kohlmier Play Area project.

Attachments:

None

Owatonna City Council Minutes – DRAFT COPY

Council President Schultz called the regular session of the Owatonna City Council to order on Tuesday, June 7, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz; Mayor Kuntz; Public Works Director Skov; Park & Rec Director Tuma; City Attorney Walbran; City Administrator Busse and Administrative Specialist Clawson.

Agenda

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

Proclamation – Fraternal Order of Eagles Week

Mayor Kuntz proclaimed June 13-18, 2022, as the Fraternal Order of Eagles (F.O.E.) Week. The F.O.E. is an international non-profit organization, their motto is “People Helping People”. The Owatonna Eagles Aerie #1791 and Auxiliary will host the 2022 Minnesota Eagles State Convention June 15-18, 2022, in Owatonna which will draw hundreds of F.O.E. members to Owatonna.

Proclamation – Pollinator Week

Mayor Kuntz proclaimed the week of June 20-26, 2022, as Pollinator Week. Pollinator species such as birds and insects are essential partners for farmers and gardeners in producing much of our food supply. On March 5, 2019, Owatonna passed a resolution to become a Pollinator Friendly City to increase flowering habitat, limit pesticide use including systemic pollinator lethal insecticides, and encourage residents and property owners to incorporate pollinator-friendly plants in landscapes.

Consent Agenda

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 - May 17, 2022

- Police Data - May 2022

- Compliance Report - June 2, 2022

- Event Permit - Ride for Hope - July 9, 2022

- Exempt Permit - Community Pathways of Steele County - Raffle - July 16, 2022

- Renew Annual Liquor Licenses (contingent on receipt of all items):

- On-Sale Liquor w/Sunday Sales: Applebee's, Bridges Street Tavern, Buffalo Wild Wings, Dog Pound Bar, Don Juan Cantina & Grill, El Lora Mexican Restaurant, El Tequilas Restaurant, Famous Dave's Barbecue, Just One More, Lave Burgers & Wings, Plaza Morena Campestre Grill, Reggie's Brewhouse, Southside, Tavern Nine, Timber Lodge Steakhouse, Torey's Restaurant & Bar, Wing's Tavern & Grille, Foremost Brewing Cooperative

- Brewpub Off-Sale with Sunday Sales: Foremost Brewing Cooperative and Mineral Springs Brewery

- Taproom On-Sale with Sunday Sales: Mineral Springs Brewery

Club On-Sale Liquor w/Sunday Sales: American Legion, Elks, Eagles, VFW, Knights of Columbus, Owatonna Country Club
On-Sale 3.2% Malt and Wine: Baymont Inn & Suites-Owatonna, Mizuki Fusion, Nick's Pizza Palace, Owatonna Arts Center, Street County Historical Society
Off-Sale Liquor: Best Budget Inn, Cash Wise Liquor, Firehouse Liquor, Hy-Vee Wine & Spirits, JB Liquor, Kwik Spirits #1088
Off-Sale 3.2% Malt: Cash Wise #204, Holiday Station Stores, Kwik Trip #237, Kwik Trip #403, Kwik Trip #435, Kwik Trip #641, Kwik #806, Walmart #982
Renew Annual Charitable Gambling Licenses: American Legion, Eagles, Elks, Knights of Columbus, Owatonna Wrestling Association, Owatonna Youth Hockey Association, Steele County Snowmobile Trail Association, VFW
Renew Ice Cream Vendor Permit - Sunny's Ice Cream
Outdoor Public Fireworks Permit - 4th of July
Outdoor Public Fireworks Permit - Federated Insurance Event Concert - June 9, 2022
Outdoor Public Fireworks Permit - Federated Insurance Event - June 9, 2022
Outdoor Public Fireworks Permit - August 18, 2022
Agreement - Facility Generator Maintenance - Cummins Sales & Service
Professional Design Services Agreement for the Council Chamber Renovation Project - CRW Architecture
Traffic Signal Maintenance and Upgrade Change Orders - River City Electric Co
Change Order #1 – Extend term to upgrade signals from June 30, 2022, to August 19, 2022.
Change Order #2 - \$14,816.00 – install cameras at intersections of Hoffman & 21st and 21st & West Frontage Road
Equipment Agreement - Loaner GPS Receiver - Leica Geosystems
Council Member Svenby made a motion to approve these Consent Agenda Items; Council Member Burbank seconded the motion; all members voted aye for approval.

Finance Report

Council Member Raney recapped payments made more than \$20,000 for this period. Bills presented for payment total \$707,251.46. Council Member Dotson made a motion to approve payment of these bills, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 56-22 Order Preparation of Plans and Specifications – 2022 Street & Utility Project

Public Works Director Skov requested approved of Resolution 56-22 authorizing preparation of plans and specifications for the 2022 Street & Utility Project with improvements to 15th Street NE, Linn Avenue & Selby Avenue. Council accepted the Feasibility Report for this project during their meeting on February 15, 2022; a neighborhood meeting was held March 7, 2022, and public hearing held on March 15, 2022. This project will be financed through a combination of City Funds and special assessments. Project total cost is currently estimated at \$2,442,300.00; \$363,616.76 is the current estimate to be billed as special assessments. Council Member Raney made a motion to approve Resolution 56-22, Council Member Boeke seconded the motion, all members voted aye in approval.

Resolution 57-22 Authorize Bids – 2022 Street& Utility Project

Public Works Director Skov Council approval of Resolution 57-22 approving the plans, specifications, and authorization to advertise for bids for the 2022 Street & Utility Project. The proposed bid date will be June 29, 2022, with bids to council during the July 5, 2022, Council Meeting. The project involves various levels of reconstruction on 15th Street NE, Linn Avenue, and Selby Avenue. The existing street improvements have exceeded their useful life. Council Member Raney made a motion to approve Resolution 57-22, Council Member Boeke seconded the motion, all members voted aye in approval.

Resolution 58-22 Change Intersection Traffic Control at Elm/Vine and Elm/Pearl

Public Works Director Skov presented Resolution 58-22 for traffic control changes at two intersections:

- 1) All-way stop at North Elm Avenue and Vine Street East changed to 2-way stop on Vine.
- 2) All-way stop at North Elm Avenue and Pearl Street East to 2-way stop on Pearl. Changes require at least a 90-day transition of a multi-way stop for all approaches and these changes will not be implemented until after completion of the North Cedar Steet Scape Project when Cedar Avenue is open to traffic.

Staff performed traffic intersection control evaluations and found these intersections did not have the most appropriate traffic control according to the Minnesota Manual for Uniform Traffic Control Devices. Changes in the signing will be completed by the Streets Department. Council Member Raney made a motion to approve Resolution 58-22, Council Member Burbank seconded the motion, all members voted aye in approval.

Resolution 59-22: Purchase Portion of 220 18th Street SW – Schad, Inc.

Public Works Director Skov requested approval of Resolution 59-22 authorizing a purchase agreement with Schad, Inc to acquire a portion of the property located at 220 18th Street SW. The city plans to expand the recreational trail system along 18th Street SW and requesting acquisition of a portion of Lot 3, Block 1, Hy-Vee Addition. The City will pay Schad, Inc \$6,260.00 for this property. Council Member Dotson made a motion for approval, Council Member Boeke seconded the motion, all members voted aye in approval.

Accept Bids and Award Contract – City Hall Tuckpointing & Masonry Rehabilitation

Park and Rec Director Tuma requested Council accept the bid from ACME Tuckpointing and Restoration for the City Hall Tuckpointing and Masonry Rehabilitation. This year starts a three-year Capital Improvement Project to repair the exterior of City Hall. This first year will focus on the front side repairing the limestone and joints. Project plans include replacing 200 square feet of selected bricks and tuckpointing, updating the terra cotta chimney caps, resealing the windows and doors; 15 metal vents that are no longer used will be filled in. This work will begin this summer and finish in the fall.

Bids received were:	Acme Tuckpointing and Restoration	\$78,900.00
	Innovative Masonry Restoration LLC	\$92,500.00
	American Masonry Restoration	\$161,975.00

Council Member Dotson made a motion to accept the bid and award contract to Acme Tuckpointing and Restoration, Council Member Voss seconded the motion, all members voted for approval.

Accept Bid and Award Contract – 2022 Load and Pack Vehicle

Park and Rec Director Tuma presented bid received from The Broyhill Manufacturing Company for a 2022 Load and Pack Vehicle. A sealed bid process for an automated trash collection vehicle was released May 2, 2022, and closed May 25, 2022, for this specialized trash vehicle which is operated by a single staff and can empty 400 trash barrels per day, The Parks Department manages over 300 55-gallon trash barrels sprawling throughout 800 acres of parks and trails. Much of this work is currently manual labor of two to four staff members using one or two trucks with liftgates and transporting the barrels to a nearby dumpster and then returning the barrels to the park/trail area. This vehicle comes with four-wheel drive capability and a hydraulic front-lifting arm that grabs, hoists, and empties containers of up to 500 pounds. This will provide staff with the tools to do their job more efficiently, the flexibility to reassign staff to other tasks, and it will reduce the risk of injuries and exposure to hazardous waste. The proposal, \$242,575.00, is for a 2022 model year Load and Pack vehicle and includes the required three compactor boxes and barrel lids to fit current barrels. A sealed bid process for an automated trash collection vehicle was released May 2, 2022, and closed May 25, 2022. This purchase is through the American Rescue Plan Funds (ARPA) the City received. The Vehicle Replacement Fund (VRF) will need to increase \$25,000 annually to replace the unit in 10 years. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion, all members voted aye, the motion carried.

Staff Updates

Public Works Director Skov commented Thursday there will be a construction meeting for progress on the Truman Avenue Project. The North Cedar Streetscape Project is working on the 100 block with intention to open the street on July 20th; some of the landscaping may not be in by that date but planning for the street to be open to traffic. Staff is also closing the Bridge Street Project as final items are being completed.

Park & Rec Director Tuma commented the beach at Lake Kohlmier opened on May 28th and the River Springs Waterpark last Thursday on June 2nd. Please watch for daily notifications regarding open/close changes on Facebook. Staff is assisting at various Summer Camps, Safety Camp begins tomorrow. Working with the DNR for a trail connection at Kaplan Woods; trees have been tagged and brush cutting in process. We are looking for participants to focus groups to discuss Master Planning. We are in process of organizing focus groups for this opportunity for open community engagement. The Brooktree Parking Lot has been patched which should reduce complaint calls received.

Public Comments

Roger Wacek, 646 E Vine, commented he feels sarcasm in the Mayor's Proclamation for Pollinator Week. During 2013, he requested the city not use any herbicides or pesticide on city lawns. During 2018, the city spent \$73,421 on herbicides and fungicides. In June 2019, he made an additional request the city not use any chemicals in the city's parks and

along the trails. He invited everyone to view the rain garden at his home, he installed this garden during 2018 using a 50% reimbursement incentive. Hopefully, the garden area at the library can be converted to a pollinator friendly rain garden.

Mike Conrad, 424 12th St SE representing the Owatonna Steele Amateur Radio Club extended an invitation to their club's annual radio exercise on June 25 & 26, 2022. This 24-hour worldwide event to showcase their hobby and skills using amateur radios will be held in the open area near McKinley School. An on-air contest begins at 1:00 pm on Saturday and will end 24 hours later. He encouraged everyone to join him during this event.

Council/Administration Comments and General Information

City Administrator Busse reminded everyone of the Harry Wenger Marching Band Festival planned for next week, Saturday, June 18th. The parade route is the same as used in previous years and will start at 11:00. She also reminded everyone the next Council Meeting was rescheduled to Monday, June 20th.

Adjournment

At 7:39 pm, Council Member Raney made a motion to adjourn, Council Member Dotson seconded the motion, and all members presented voted aye in approval.

Dated: June 9, 2022
Respectfully Submitted,

Jeanette Clawson, Administrative Specialist



Board/Commission Minutes

The Owatonna Public Utilities Commission met in rescheduled session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Doyal, Johnson, Rossi, Kottke, and Zirngible. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technologies Baum; Supervisor, Accounting Linders; Supervisor, Customer Care Van Esch; Executive, Communications & Administration Coordinator Schmoll; Key Accounts & Energy Conservation Officer Hendricks; OPU Employees Josh Prokopec; Lori Jerpbak and Shanda Meier. Other guests included Tom Olinger, CPA with Abdo Solutions, OPU's auditors.

President Doyal called the meeting to order and asked for a motion to approve the agenda, as presented. Commissioner Johnson moved to approve the agenda. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed. President Doyal then asked for a motion to approve the consent agenda items. The consent agenda contained the minutes from the March 22, 2022 Commission meeting as well as the Contributed Services report as of March 31, 2022. Commissioner Johnson moved to approve the consent agenda, as presented. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed.

Committee Reports

Personnel Committee: Commissioner Rossi reported the Personnel Committee met and received a staffing update including two new positions have been filled with internal candidates which leaves two open positions. He further reported Luke Van Hooser has been hired as a meter serviceworker. The median length of employment with OPU is 8 years compared to the national average of 4.6 years.

Finance Committee: Commissioner Kottke reported the Finance Committee met, reviewed, and approved vouchers totaling \$6,451,705.10. He further reported they approved one work order revision for a vehicle. It was decided to purchase the vehicle off-the-lot versus ordering it due to the time it is taking to get vehicles right now. The Committee approved two new work orders; one for redoing the loading dock at Building #4 including some additional concrete work; the other for a switch upgrade in the IT department which will help with reliability, security and flexibility of our system.

City Administrator Report

City Administrator Busse reported bids for the Wastewater Treatment plant have been received and the apparent low bidder is Rice Lake Construction Group. Ms. Busse further updated the Commission on projects going on downtown.

Audit Report

Director, Finance & Administration Olson introduced Tom Olinger from Abdo Solutions, and noted Abdo Solutions is OPU's new auditor. Mr. Olinger presented the 2021 Financial Statement Audit to the Commission. He noted, the audit results were unmodified, meaning it is the cleanest audit a company can get. He reviewed the revenues and expenses, net position, cash flows and cash balances for the electric, water, and natural gas utilities. He concluded by stating they appreciated getting the information they needed on a timely manner making the process very efficient.

Water Access Fees Policy

Director, Engineering & Operations Fenstermacher presented the Water Access Fees policy to the Commission. He noted, the approved changes from the last meeting as well as one other small change

regarding redevelopment are included in this policy. Commissioner Johnson moved to approve the policy as presented. Commissioner Kottke seconded the motion. All Commissioners voting Aye, the motion passed.

Primary Metered Services Rates

Director, Finance and Administration Olson presented two new rate policies to the Commission. He noted, the two rate policies are for primary metered services, Time-of-Day customers only. The two new policies propose to separate the primary metered services from the secondary metered services. The separation allows for individual reports which results in more accurate reporting data. The customers will not see any difference other than a different rate code at this time. After discussion, Commissioner Kottke moved to approve the policies as submitted. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

Authorization for Debt Recovery

General Manager Warehime directed the Commission's attention to a memo included in the agenda packet from Supervisor, Customer Care Van Esch requesting the Commission to authorize the use of Conciliation Court as a means of debt recovery. After discussion, Commissioner Rossi moved to authorize the Commission President to sign Power of Attorney for Conciliation Court forms to seek payment of delinquent past due balances through conciliation court when warranted. Commissioner Johnson seconded the motion. All Commissioners voting Aye, the motion passed.

General Manager/Staff Reports

Director, Engineering & Operations Fenstermacher presented to the Commission on supply chain issues and shared a presentation from Border States. The three primary causes for the supply chain challenges are raw material prices due to war in Ukraine; logistics and freight issues due to backlogs during COVID; and labor issues including wage pressures. Mr. Fenstermacher discussed what is being done to help soften the impact. He noted earlier project planning and management is being conducted, as well as communication has increased regionally between utilities to try to help each other out with needed material. Mr. Fenstermacher will continue to keep the Commission updated as new information develops.

General Manager Warehime updated the Commission on the facilities planning study, as well as thanked Commissioner Doyal for his leadership over the past years on the Commission.

Commission Roundtable

Commissioners Kottke, Rossi, Johnson and Zirngible all thanked Commissioner Doyal for his years of service on the Commission and expressed their appreciation for the knowledge he brought to the table.

Commissioner Doyal stated how much he enjoyed working with everyone on the Commission and stated how proud he is of OPU.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:15 p.m.

Respectfully submitted,
Tammy Schmoll
Executive, Communications & Administration Coordinator

**MINUTES - UNAPPROVED
OWATONNA PARK AND RECREATION
REGULAR PARK BOARD MEETING
MAY 9, 2022
4:30 PM**

Members Present: Greg Posch, Jon Thiel, Gina McGuire, Sara Baird, Tyler Cochran, Kara Perry

Members Absent: Jonathan Douglas

Staff Present: Jenna Tuma: Senior Director of Parks and Recreation, Tricia Fisher: Administrative Technician, Eric Anderson: Recreation Manager

City Council Member: Doug Voss – Hammond Park/Nass Property discussion

OPENING BUSINESS

- A. Call to Order at 4:30 pm
- B. Roll Call: Jonathan Douglas absent

APPROVAL OF THE AGENDA

Motion by Jon Thiel, second by Gina McGuire to approve the May 9, 2022, Park Board Meeting Agenda. All members voted aye for approval.

APPROVAL OF THE APRIL 11, 2022, MINUTES

Motion by Gina McGuire to approve the April 11, 2022, Park Board Meeting Minutes and second by Jon Thiel. All members voted aye for approval.

PERSONS WISHING TO APPEAR-

Councilmember Voss provided a brief update on a recent trail hike exploring the Nass/Hammann property for a natural trail.

He also thanked the Commission for their work and noted he reads all the Park Board minutes and he appreciated the work.

PARK PERMITS

NONE

MEMORIALS AND DONATIONS

Donation of three crabapple trees to Brooktree (value \$783)

NEW BUSINESS

- a. Welcome New Board Members provided a background to their work and interested in serving the Park and Recreation system
 - i. Tyler Cochran – Born and raised in Owatonna, Tyler and his wife and two children enjoy frequenting the parks in Owatonna. Tyler works remotely for Taylor Corporation and is excited to serve on the Park Board.
 - ii. Kara Perry – New to the area, but has served on other community boards and felt this is a good way to get to know the town and people
 - iii. Annual Business
 - i. Election of Officers
 - 1. Board President: Jon Thiel nominated for President
 - 2. Board Vice-President: Gina McGuire nominated for Vice President
 - 3. Board Secretary: Sara Baird nominated for Secretary

All members present voted aye for approval of all three officers.

- ii. Lake Kohlmier Season opening and closing dates:

The Parks and Recreation staff recommend opening the swimming beach on May 28 (Memorial Day weekend) and closing on September 5 (Labor Day weekend).

Motion to approve Lake Kohlmier opening and closing dates was made by Jon Thiel, second Sara. Motion passed

- iv. Park Board Group Photo will be moved to the June 13 meeting so Jonathan can be included.
- v. Gainey Park Retaining Wall – discussion on the condition of the failing wall and how it will be fixed; we will visit Gainey Park on our tour in June.
- vi. Master Plan Timeline – 3 Master Plans: Cashman Park, Morehouse Park, Lake Kohlmier/Kaplan's woods. Community engagement will include stakeholder groups, public input, survey, pop up events.

b. OLD BUSINESS

- i. Scholarship Committee/Replacement of outgoing Park Board Member – Tyler Cochran has agreed to fill the vacancy on the Scholarship Committee. Greg will notify Dan Gorman of the new committee replacement.

c. COMMUNICATIONS

- i. Director's Report – J
Jenna reported Corky's tournament this weekend had 117 teams from 14 different states participate. The weekend went well, staff worked hard to

prepare the fields and provide service throughout the weekend between games. Except for rain on Sunday the weather was great. Staff will follow up with Corky's/Loren Dietz with an event "wrap up" meeting, this will include Public Safety.

Brooktree update;

The weather has not been in favor of golfing so far this year, we opened early April and sales to date are approx. \$245,000, compared to 2021 we opened in March and sales to date were approx. \$247,000.

The new patio chairs will be delivered this week, and the tables are still a few weeks out.

People are pleased with the new food and beverage so far.

Greg asked if we received the BGA check? We have not received the BGA check, Greg will double check with them.

On the Recreation side our summer activities have started including adult softball and youth soccer, and we are in the middle of hiring about 80 seasonal workers

- ii. Staff Report – Recreation update memo
Maintenance update memo
- iii. Board Member Report
 - Gina McGuire – none
 - Jon Thiel – none
 - Sara Baird – none
 - Kara Perry – none
 - Tyler Cochran - none
 - Greg Posch: The Pickleball Association is talking about wanting to build their own building next to the tennis center on the north side.

Announcements

- i. In the News
 - 1. Weekly Owatonna People's Press articles:
<http://ci.owatonna.mn.us/Blog.aspx?CID=3>
 - 2. Owatonna Live Straight Talk [Straight Talk \(owatonnalive.com\)](http://owatonnalive.com)
- ii. Actions Requested from past meetings

If there is a park you would like to see on our Park Tour, please email Jenna Tuma

ADJOURNMENT:

Motion by Jon Thul and second by Gina McGuire to adjourn the Park Board Meeting at 5:10pm. All members present voted aye for approval.

The next board meeting is June 13, 2022, at 4:30 p.m. Park Tour

OWATONNA PLANNING COMMISSION MINUTES FOR MAY 10, 2022

The Owatonna Planning Commission met in regular session at 5:30 pm in the Council Chambers of the City Administration Building with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Rachel Springer-Gasner, Kelly Rooks, John Eickhoff, Mark Wilson, Nick Peake, and Dave Effertz. Commissioner Mark Meier was absent. Community Development Manager Greg Kruschke was also present.

A motion was made by Eickhoff and seconded by Effertz to approve the minutes of the regular meeting of April 12, 2022. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke presented the TIF Compliance resolution for Kamp Automation. The Planning Commission is required to adopt a resolution for any TIF project declaring that the project is in compliance with the City's Comprehensive Plan. Attached is the proposed resolution as well as a map showing that the City's Comprehensive Plan identifies this property as Industrial. A motion was made by Effertz and seconded by Springer - Gasner to approve the minutes of the regular meeting of April 12, 2022. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke discussed the annual election of officers. Commissioner Springer – Gasner nominated Kelly Rooks as Chair, seconded by Commissioner Eickhoff. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke discussed the annual election of officers. Commissioner Eickhoff nominated Mark Meier as Vice-Chair, seconded by Commissioner Springer – Gasner. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke asked the Commission about any items they would like staff to be working on. Kruschke mentioned previous ordinance updates that the Commission has developed and asked if there was interest in anything else. The Commission was satisfied with where our ordinances are at but did want staff to continue to monitor market and regional trends.

Kruschke provided updates on the Cedar Avenue Streetscape project.

Kruschke said that Westlake Meadows requests have gone through City Council.

There being no further business to come before the Planning Commission at this time, a motion was made by Meier and seconded by Springer-Gasner to adjourn the meeting at 5:54 pm. All Commissioners voting Aye, the motion passed.

Respectfully Submitted,



Greg Kruschke
Community Development Manager

Owatonna Human Rights Commission – Minutes

The Owatonna Human Rights Commission (OHRC) met on Tuesday, May 10, 2022, in the Second Floor Conference Room at City Hall. At 5:30 p.m. Chairman Gunderson called the meeting to order with Commissioners Cords, Emanuelson, Vanoosbree, Gillespie, Leon, Effertz, and Gunderson; City Administrator Busse, and Administrative Specialist Clawson.

Following the Pledge of Allegiance, Commissioner Gunderson welcomed new member Brandy Leon and brief introductions were made. During the May 3, 2022, Council Meeting, Mayor Kuntz recommended Jim Gunderson be reappointed and Brandy Leon be appointed to serve three-year terms on the OHRC.

Commissioner Cords made a motion to approve the proposed agenda, Commissioner Emanuelson seconded the motion, all members voted aye for approval.

Minutes of the April 12, 2022, OHRC Meeting were reviewed. Commissioner Emanuelson requested clarification of paragraph four. Commissioner Cords made a motion to approve the Minutes with this correction made, Commissioner Emanuelson seconded the motion, all members voted aye for approval.

During Commissioner Comments:

Commissioner Effertz presented draft of the 2022 Summer OHRC Newsletter. Everyone liked the feature article, A Day in My Life of Property Manager. This newsletter will be posted and sent out at the beginning of June.

Commissioner Gillespie encouraged everyone to attend a meeting at Torey's on Thursday, May 12th from 9:30 a.m. to 11:00 a.m. The meeting will be hosted by the Southeastern Minnesota Relators with discussion including updates on Owatonna's economic development and planning.

Items of Discussion:

Welcoming America – Commissioner Gunderson contacted Kellan Hinrichsen, Executive Director at Steele County Historical Society and Silvan Durben, Artistic Director, Owatonna Arts Center to coordinate plans of events for Welcoming America Week in September. City Administrator Busse commented the next Zoom training session with George at Welcoming America will be this Thursday morning at 11:00 am; Commissioners Vanoosbree, Cords and Gunderson plan to attend, Commissioner Leon commented she might also join the meeting.

Equity for Justice Committee – Commissioner Vanoosbree plans to meet with this group on May 27th and will ask them to host a pop-up booth on the trail during Welcoming Week in September.

Alliance for Greater Equity (AGE) Commissioner Vanoosbree commented AGE has requested details of OHRC planned events so they can discuss participation. AGE has several activities planned this year: a Brewfest Around the World, a Juneteenth Event, and a book event.

SHRM – Commissioner Emanuelson commented SHRM requested OHRC host an event during their November meeting regarding inclusion. Commissioners discussed and preferred to coordinate an activity with Welcoming America Week in September. Commissioner Emanuelson commented he hopes to identify medical, employer and public resources to communicate plans for Welcoming Week. City Administrator Busse commented City Communication Manager Sheely may assist with communicating plans.

OHRC Mural Project - Artist DeLaitch was unable to attend the Council Study session last week. City Administrator Busse, Mural Project Director John Worden, and Girl Scout Troop Leader Jodie Smith presented plans for this project. Artist DeLaitch will present an updated mural sketch to council during their next Study Session on May 17th. During the May 3rd Meeting, Council accepted a

\$5,000 grant for the mural from the Southeastern Minnesota Art Council and approved a Mural Agreement with Artist Steve DeLaitch. Terms of the agreement include project commencement and completion between June 1 and July 31, 2022. Commissioner Gunderson thanked former OHRC Commissioner Worden for his persistence in applying for grants for this project. Receipt of this grant will allow OHRC to better promote and dedicate this mural.

2022 OHRC Annual Report – Commissioners Gunderson and Cords plan to present the OHRC Annual Report to during the June 21, 2022, Council Study Session.

2023 Plans/Budget Request – Commissioners plan to discuss the anticipated 2023 OHRC Budget request of \$2,700 during the June OHRC Meeting.

At 6:22 p.m., Commissioner Cords made a motion to adjourn, Commissioner Effertz seconded this motion; with no objections, the meeting was adjourned. The next meeting is Tuesday, June 14, 2022, at 5:30 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

Airport Commission Meeting Minutes
May 12, 2022 – Owatonna Degner Regional Airport
“DRAFT”

1. Call to Order

Vice Chairman Thurnau called the meeting of the Airport Commission to order at 5:00 PM.

2. Roll Call

Attending

James Keltgen	Commissioner
Angie Lipelt	Commissioner
Tim McManimon	Commissioner
Paula Snitker	Commissioner
Matt Thurnau	Vice Chairman
Sharon West	Commissioner
Dave Beaver	Airport Manager

Visitors

Ron Roetzel	Bolton and Menk
Nick Grahek	Bolton and Menk
Dennis Vanatta	Trident Aviation Training

3. Approval of Agenda

Commissioner Keltgen made a motion to approve the agenda and Commissioner West seconded the motion. The motion was approved.

4. Minutes

Commissioner West made a motion to approve the minutes from the April 14, 2022 Airport Commission meeting and Commissioner Keltgen seconded the motion. The motion was approved.

5. Action Items

Chairman Reports

Vice Chairman Thurnau welcomed newly appointed Airport Commission member Tim McManimon to the meeting. Mr. McManimon introduced himself and briefly described his background. Airport Manager Beaver administered the Oath of Office to Airport Commission member Tim McManimon.

Staff Reports

Airport Manager Beaver reported on airport activities and presented the combined aviation fuel volumes dispensed. The combined fuel volumes are up year to date from the previous year. There was a brief discussion on flight training activities and business aircraft arrivals. Mr. Beaver reported that due to Accelerated Aviation flight training growth the company

has requested additional office space to be added to the leased areas. Staff will work with Accelerated to review options.

Mr. Beaver reported on some minor storm damage due to the recent severe thunderstorms. Damage included a runway approach light tower blown out of alignment, a section of hangar fascia torn off of hangar roof edge, and minor water damage. There was a brief discussion on these repairs.

Mr. Beaver reported that the Owatonna Squadron of the Civil Air Patrol (CAP) is planning to hold their annual fly-in breakfast this year. The tentative date for this event is August 28th.

Security Fencing Project Phase 1 Update

Nick Grahek with Bolton and Menk, the airport engineering firm, presented engineering Work Order #11 for professional services for the design and construction work for phase 1 of the security fencing project. There was a brief discussion regarding the scope of services and staff will review this with the consultant. Nick Grahek then presented the preliminary layout alternates and budget estimates for the proposed initial phase of security fencing. There was a discussion regarding options for layout and type of fencing to be considered. The primary options included fencing and gate access more forward in the auto parking area or gate and aircraft parking ramp access control in the hangar area. Dennis Vanatta with Trident Flight Training explained that securing ramp access is important to limit unauthorized vehicles on the air surfaces. There was a discussion regarding options of fencing to secure ramp used with other security enhancements. After discussion, Commissioner Keltgen made a motion to recommend moving forward with design alternate one and allowing for inputs and additional discussion as final plan design is developed and Commissioner West seconded the motion. The motion was approved.

T-Hangar Project Update

Nick Grahek with Bolton and Menk presented the updated project schedule submitted by the contractor for the T-Hangar project. The contractor is expected some delay from the original schedule due to anticipated delay in shipment of steel joists for the hangar. The new schedule as submitted shows a completion date of October 3rd. The engineer will continue to review this with the contractor and coordinate with staff. There was a brief discussion regarding the T-Hangar project.

For other business, Mr. Beaver reported on a schedule conflict for the regularly scheduled meeting date for the June 9th Airport Commission meeting. After discussion, Commissioner Snitker made a motion to cancel the June 9th Airport Commission meeting and Commissioner Keltgen seconded. The motion was approved.

6. Adjournment

The Airport Commission meeting was adjourned at 6:10 PM with a motion made by Commissioner Snitker and seconded by Commissioner West. The motion was approved.

Unapproved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Tuesday, May 17th 2022, 4:30 PM

The Owatonna Public Library Board of Trustees held the monthly meeting on Tuesday, May 17th, 2022. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were Vice President Meredith Erickson, Trustee Trudy Severson, Secretary Christy Tryhus, Trustee Karen Milan, Trustee Julianna Skulzacek, Library Director Mark Blando and Administrative Assistant Robin Spande.

1. Call to Order

The meeting was called to order by President Meredith Erickson at 4:30pm.

2. Reminder of Open Meeting Law

The open meeting law applies to the board meetings.

3. Public Comments

No public comments.

4. Approve Minutes

Trustee Erickson moved to approve the minutes of the April 2022 meeting and were seconded by Trustee Tryhus. All aye and the motion was approved.

5. Election of Officers

The new officers are as follows:

- President – Trudy Severson
- Vice President – Karen Malin
- Secretary – Christy Tryhus
- Trustees – Meredith Erickson and Julianna Skulzacek

Trustee Skulzacek moved to approve the new slate of Officers and was seconded by Secretary Tryhus. All aye and the motion was approved.

Trustee Skulzacek received her Oath of Office from Mark Blando

6. Financial Reports

Blando stated that the budget is currently on track. He also reported that a new Financial Software program called Open Gov has gone live today. This new software will change the way we pay our bills from the current GEMS financial software.

Children's Services Report for April 2022

Children's Services April 2022

Storytime continued in-person and on Facebook Live throughout the month of April. It was held on Tuesday mornings at 10:30 AM. A total of 142 children and adults attended Storytime during the month of April.

Bright Beginnings from Roosevelt School as well as the Early Childhood Special Education classes from the Owatonna Educational Center visited the library on April 20. The children and teachers arrived in four groups starting at 9:00 AM and continuing at 9:45 AM, 1:00 PM and 1:45 PM. Each group was given a tour of Children's Services, they listened to stories and checked out books. That Wednesday morning and afternoon, 166 children and adults visited the library, listened to stories about fish and sharks and checked out books.



7. Library Use Report

CKI & CKO - physical items				Apr-22	CKI & CKO - physical items				Apr-21
bp	Checkin	Normal CKI	1,216		bp	Checkin	Normal CKI	1,063	
bp	Checkin	Late Checkin	333		bp	Checkin	Late Checkin	63	
		BP TOTAL CKI	1,549				BP TOTAL CKI	1,126	
bp	Checkout	First Time CKO	1,269		bp	Checkout	First Time CKO	926	
bp	Checkout	Phone Renewal	155		bp	Checkout	Phone Renewal	98	
bp	Checkout	Other Renewal	36		bp	Checkout	Other Renewal	44	
bp	Checkout	Opac Renewal	128		bp	Checkout	Opac Renewal	90	
bp		BP TOTAL CKO	1,588		bp		BP TOTAL CKO	1,158	
CKI & CKO - physical items				Apr-22	CKI & CKO - physical items				Apr-21
owat	Checkin	Normal CKI	10,042		owat	Checkin	Normal CKI	7,044	
owat	Checkin	Late Checkin	2,050		owat	Checkin	Late Checkin	683	
		OPL TOTAL CKI	12,092				OPL TOTAL CKI	7,727	
owat	Checkout	First Time CKO	10,215		owat	Checkout	First Time CKO	6,648	
owat	Checkout	Phone Renewal	249		owat	Checkout	Phone Renewal	182	
owat	Checkout	Other Renewal	299		owat	Checkout	Other Renewal	238	
owat	Checkout	Opac Renewal	1,004		owat	Checkout	Opac Renewal	793	
owat		OPL TOTAL CKO	11,767		owat		OPL TOTAL CKO	7,861	
New Borrowers April 2022				Library Visits April 2022					
bp	7			bp	660				
owat	190			owat	5,991				
ILL/Loaned Apr 2022				ILL/Borrowed Apr 2022	ILL/Loaned Apr 2021		ILL/Borrowed Apr 2021		
bp	428			bp	279	370	bp	230	
owat	1,279			owat	982	1,400	owat	1,336	

Library Updates

Author Chris Norbury was here April 9th in Adult Service for book signing. Central Park Coffee provided free coffee for those what wanted to partake.

A SELCO survey that is both online and paper has been put together to gather information on what Patrons use the Library for. We are hoping for a lot of feedback.

The presentation of the T Mobile donation ceremony was a huge success. We look forward to offering some exciting opportunities to our Patrons in the future.

The City Council Chamber will be remodeled in the near future. It was requested that the Council meetings be held at the Library in the Gainey Room. The Library Board meeting is held at 4:30 and the Council

meeting is held at 7:00. A motion was made to temporarily change the time of the Library Board meeting from 4:30 pm to 2:30 pm, from June until completion in December last month. However please note that this date may change depending on the time from that the City Chamber starts the remodel. We will determine the start time on a monthly basis.

The Pollinator Garden has been planted with the intention of attracting bees and butterflies. Trustee Erickson assured that the garden will take some time to fill out completely. It has required many hours of hard work but will be worth it at completion.

The 2022 Minnesota Author Tour is in full swing. April 18th at 6:00 pm we had Natalie Warren here to give a very interesting presentation about her 85 day journey from Minneapolis to Hudson Bay. On May 3rd Allen Eskens was here to talk about his most recent novel, *The Stolen Hours*. On June 3rd at 5:00 pm Dr. Anton Treuer, a Professor of Ojibwe at Bemidji State will be here to discuss his book *Everything You Wanted to Know About Indians But Were Afraid to Ask*.

8. SELCO Update

Trustee Erickson has volunteered to accept John Pfeifer's roll of the SELCO representative for this next year. A motion to approve this change was made by Vice President Malin and seconded by President Severson. All aye.

9. Renovation Update

A facility walk through was conducted at the Library. Noted was the leak in the elevator shaft after we thought it had been resolved. So that is something that will need to be addressed going forward.

Blando stated that new furniture for the Teen Room is on the horizon. He will be travelling to Ankeny Iowa to research the possibility of buying new furniture. With the addition of the Makerspace area the Teen Room will be relocated.

Adjourn

A motion to adjourn was made by Trustee Erickson and seconded by Trustee Tryhus. All aye. The meeting adjourned at 5:30 pm.

Respectfully submitted by Robin Spande

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on MAY 23, 2022

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:00 p.m. in the 2nd Floor Conference Room by Chairperson Olivo.

Members present were Nathan Dotson, John Hole, Vicky Olivo, and Hussein Osman (4:03 p.m.). Also present were Housing Manager Ghassan Madkour and Community Development Director Troy Klecker.

Approval of the Minutes: Chairperson Olivo called for a motion to approve the minutes of the March 28, 2022 meeting. A motion was made by Dotson and seconded by Hole to approve the minutes. All Commissioners voting Aye, the motion carried.

2021 HRA Audit Presentation: Mary Reedy, CLA, presented the 2021 HRA Audit. She compared 2021 to 2020. The biggest change was Other Administrative Expenses and Housing Assistance. Other Administrative Expenses were \$192,000 last year and down to \$64,000 this year. The reason for this is the HRA purchased a couple of properties last year. HAP Payments were \$231,000 this year and \$294,000 last year. Other than that, this was similar to the previous year and there were no major findings. The Commissioners thanked Mary for her presentation. A motion was made by Dotson and seconded by Hole to accept the 2021 HRA Audit Report. All Commissioners voting Aye, the motion carried.

Oath of Office: Community Development Director Troy Klecker administered the Oath of Office to Hussein Osman.

Executive Directors Report: Community Development Director Troy Klecker said that The Pearl Apartments have opened up and all 43 units were full by the end of the month. Another project on 26th Street and Cedar Avenue North has started, but we're waiting on more plans before they start construction. All approvals are done for Westlake Meadows and they're waiting to close on the property, but is at a standstill due to an issue with an easement. We are at six single family homes, which is a little slower than last year. We're in the middle of putting together a lot inventory of lots that are on the market. There are probably about 100 lots. We did 40 houses last year, so we have about two years' worth of lots. We're really getting tight on lots, which is concerning because that really slows things down. We're trying to spur some new lots to be developed. Troy Schrom is putting sewer and water in about 18 lots on the northeast end, which are high-end lots that back up to the creek. We're talking to existing lot owners to see where they're at. Local builders want to do what they've been doing – selling custom houses before they build them. To make any headway, it would be great to have some spec houses. We are talking to developers outside of Owatonna. What's working against us is interest rates are going up and there is more and more discussion of a recession. The market is still pretty strong for apartments, financing is more favorable, and there is less risk. That's why we're seeing more apartments being built. Hussein asked if there is anything we can do to encourage single family homes. Klecker said that they could offer a dollar amount, such as \$5,000, for anyone who builds a single family home. But what they've seen is that the deciding factors, such as interest rates, are beyond what the local city can do. Austin and Albert Lea have implemented programs, but the incentives haven't proven to be effective in increasing the number of houses that are being built. There's not a simple answer and it's not a local problem. Olivo asked if he's getting feedback on how people are only seeing apartments go up. Klecker said that yes, some realtors are concerned. He explained that more people are coming to live in the apartments, and if they like living here and like their jobs, they're more likely to buy a house here in town. If we can get people here and into apartments, that's a good first step. People like the choices of apartments, too. Because there's still a tight demand, rents are higher. Olivo asked about the Phase 2 of Eastgate. Klecker said that the Minnesota Finance Agency changed their criteria. There's a lot more equity-based criteria in there. A lot of it seems like it was geared toward helping Minneapolis and St. Paul address housing needs. It sort of leaves the outstate cities in the lurch because we can't compete against Minneapolis or

St. Paul. Eastgate scored 104 under the old criteria. That same project scores 64 under the new criteria, so we have to change a lot of things about the project. Olivo said she read the Minnesota Finance Agency is looking at loosening up some of the rules.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. Program utilization: The Housing Voucher program for April totaled 116. Total year to date assistance and administration costs were \$226,301.32 and revenues were \$228,110.30. The Housing Choice Voucher Program fund balance at April month end is \$147,994.29. Madkour provided City of Owatonna HRA monthly balance sheet and revenue/expense reports for the HRA General Fund including the Bridges Programs. The HRA Revenues year to date total is \$147,722.45 and the expenses total \$126,431.42. The HRA General Fund balance is \$431,096.52.

Housing Manager Ghassan Madkour said Bridges Like has nine clients right now. Bridges has 25 clients with 12 pending files. Housing Choice Voucher will be at 88 on June 1. A lot of applications are out there right now. Mainstream is at 17 clients as of June 1 with five pending. The port-outs are down to three. In the last four to eight weeks there have been a lot of people considering coming off the program for whatever reason. A couple people have gone to Project Based Vouchers. The voucher isn't owned by the person, but owned by the building. The purge is coming up in June.

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

Housing Trust Fund: The applications are coming out on June 1. The last he heard from Karina she's fighting to get other people on board, but he has not heard anything. Olivo asked how much time there is to submit. Madkour said he believes two weeks. Olivo said there's a lot that has to be done in two weeks. She asked if the City has been approached about the ordinance being written. Klecker said he's not sure that it would have to be written before getting the application in. Karina is willing to write the application. He said we should probably establish a dollar amount. Olivo said, with the understanding the money we put in is for Owatonna. Klecker said that is correct. It's one way to address affordable housing, with a stipulation that it be used for the City of Owatonna. It's a way to leverage our dollars. He said he was thinking \$50,000, so \$100,000 with the grant. Madkour said that the committee would be responsible. Klecker said they would like someone from the staff or board to be on the committee. A motion was made by Dotson and seconded by Osman for the HRA to dedicate \$50,000 toward the application for the Housing Trust Fund. All Commissioners voting Aye, the motion carried. Olivo asked if the application, once it's going to be submitted, can be available for the board members to view. Madkour said he didn't see why not. Olivo said that she's hoping, with us moving forward, other entities will see that we are committed.

The next meeting will be Monday, June 27, 2022.

Adjournment: There being no further business, a motion to adjourn was made by Dotson, seconded by Osman. All Commissioners voting Aye, the motion carried. The meeting adjourned at 5:09 p.m.

Respectfully Submitted,

Ghassan Madkour
Housing Manager

OWATONNA PLANNING COMMISSION MINUTES

DRAFT COPY - JUNE 14, 2022

The Owatonna Planning Commission met in regular session at 5:30 pm in the Council Chambers of the City Administration Building with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Rachel Springer-Gasner, Kelly Rooks, John Eickhoff, Mark Wilson, and Nick Peake. Commissioners Dave Effertz and Mark Meier were absent. Community Development Manager Greg Kruschke and Planning Technician Kristen Kopp were also present.

A motion was made by Eickhoff and seconded by Wilson to approve the minutes of the regular meeting of May 10, 2022. All Commissioners voting Aye, the motion carried.

Application No. Z-347, which is a request by Saia Motor Freight Line, LLC, holder of a purchase agreement with Cheyney Owatonna LLC for a zone change from B-2, Community Business District, to I-1, Light Industrial District, for the purpose constructing a trucking terminal on property to be addressed 140 Alexander Drive SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:33 pm. John Schulte of Jones, Haugh and Smith was present representing the applicant. He said he did the site layout plan. Public hearing closed at 5:34 pm. Eickhoff asked how much truck traffic this will add to the area. Schulte said that they expect less than 200 trucks a day. A motion was made by Wilson and seconded by Springer-Gasner to recommend City Council approval of this Zone Change Request from B-2, Community Business District, to I-1, Light Industrial District, for the subject property. All Commissioners voting Aye, the motion carried.

Kruschke provided updates on the Cedar Avenue Streetscape project.

Kruschke presented the Residential Lot Inventory map. He said they've gone in and marked the lots that are already sold and are not for sale. There are approximately 80 vacant lots available in the city.

Kruschke presented the May Building Permits. He said permit and valuation-wise, we'll be close to last year. There are 6 house permits issued through May.

There being no further business to come before the Planning Commission at this time, a motion was made by Peake and seconded by Springer-Gasner to adjourn the meeting at 5:44 pm. All Commissioners voting Aye, the motion passed.

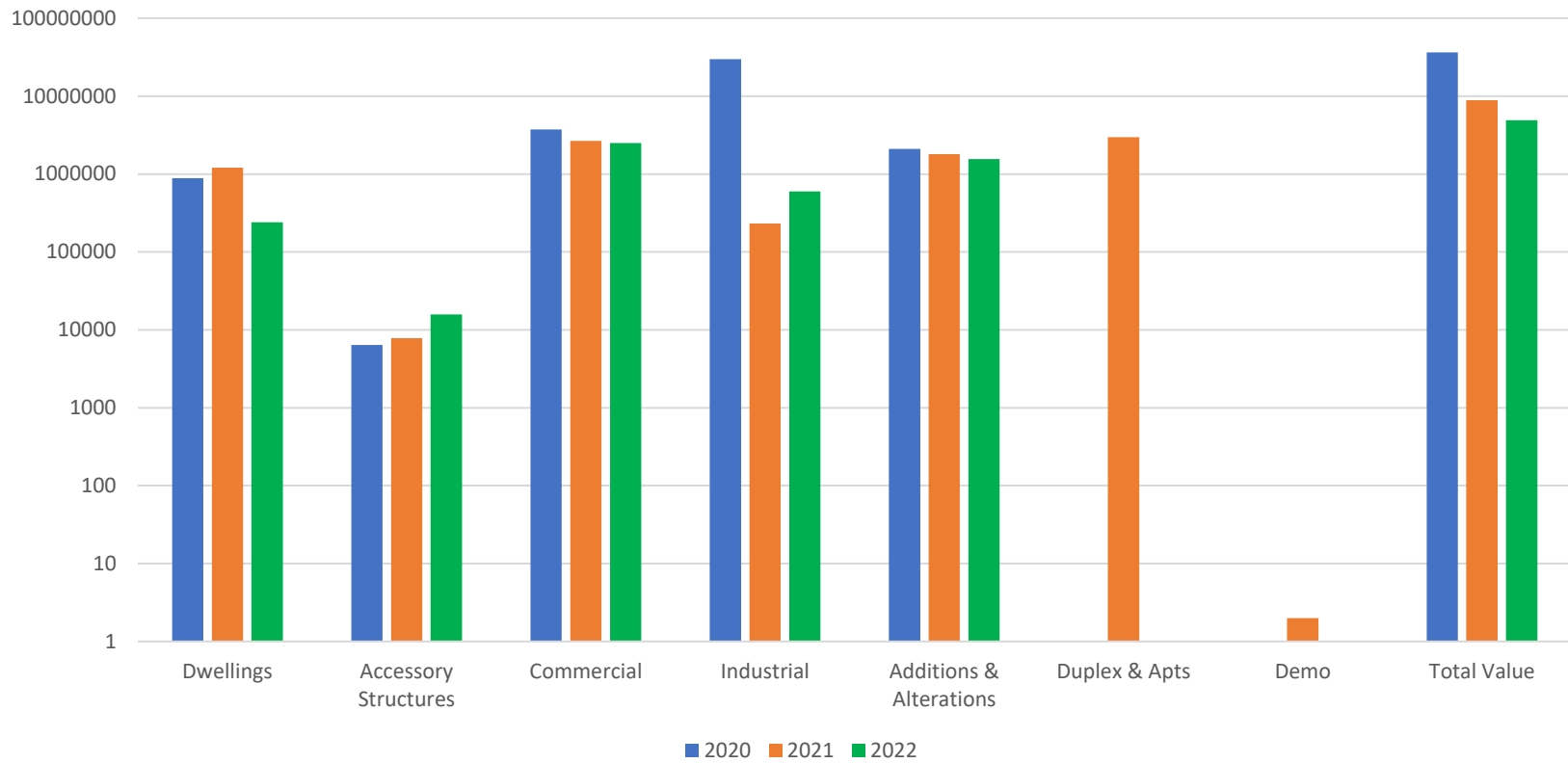
Respectfully Submitted,

Greg Kruschke
Community Development Manager



Department Reports

May Permit Valuation Comparisons 2020-2022



Owatonna Building Inspection Department Comparison Report- Construction to Date 2021/2022

Construction Report for Permits Issued through May 31, 2022

TYPE OF WORK	2021 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2022 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	17	4,375,000		1	240,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	39	69,626		11	15,750	
COMMERCIAL PROJECTS	77	4,895,502		17	2,500,633	
INDUSTRIAL PROJECTS	25	1,225,930		6	599,034	
RESIDENTIAL ADD. & ALT.	630	4,155,201		174	1,550,649	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	1	2,968,000		0	0	
DEMOLITION PERMITS	2	-			-	
TOTAL PERMITS ISSUED	791	17,689,259	9	209	4,906,066	0

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2021 AND 2022															Ken Beck, Building Official
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL	
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE
Jan '21	0	0	4	4,500	15	2,281,485	3	18,800	93	582,445	1	2,968,000	2	118	5,855,230
Jan '22	0	0	4	7,640	14	104,970	11	3,775,051	68	419,719	0	0	0	97	4,307,380
Feb '21	3	600,000	4	4,500	24	2,403,602	6	22,800	201	1,064,641	1	2,968,000	2	241	7,063,543
Feb '22	0	0	12	22,742	24	1,753,403	16	4,817,476	139	855,061	0	0	0	191	7,448,682
Mar '21	6	1,200,000	6	7,800	41	2,659,928	14	230,900	345	1,798,868	1	2,968,000	2	415	8,865,496
Mar '22	5	1,955,000	33	67,493	35	2,161,547	26	5,560,379	284	1,800,921	0	0	1	384	11,545,340
Apr '21	10	2,260,000	17	17,326	61	3,232,680	20	873,200	482	2,740,015	1	2,968,000	2	593	12,091,221
Apr '22	5	1,955,000.00	51	96,566	58	2,827,402	30	5,592,069	411	2,838,946	0	0.00	0.00	555	13,309,983
May '21	17	4,375,000	39	69,626	77	4,895,502	25	1,225,930	630	4,155,201	1	2,968,000	2	791	17,689,259
May '22	1	2,195,000	11	112,316	17	5,328,038	6	6,191,103	174	4,389,595	0	0	0		18,216,049
Jun '21	18	4,675,000	57	143,066	92	6,121,333	31	1,492,510	770	4,971,159	2	3,388,000	5	975	20,791,068
Jun '22															
Jul '21	23	5,977,650	65	150,216	111	6,995,283	37	1,767,381	898	5,948,453	3	8,368,000	6	1143	29,206,983
Jul '22															
Aug '21	25	6,577,650	76	177,271	130	8,814,793	52	2,190,421	1,002	7,031,277	5	8,668,000	6	1,296	33,459,412
Aug '22															
Sep '21	29	7,373,650	93	198,896	150	21,018,100	61	2,713,781	1,145	8,728,052	5	8,668,000	7	1,490	48,700,479
Sep '22															
Oct '21	31	7,773,650	100	227,096	157	21,675,198	66	5,163,621	1292	9,941,707	5	8,668,000	7	1,658	*53,449,272
Oct '22															
Nov '21	39	10,023,650	110	241,271	165	22,828,867	68	5,747,938	1,442	10,923,871	5	8,668,000	7	1,836	*58,433,597
Nov '22															
Dec '21	40	10,373,650	113	250,971	185	23,884,442	71	5,767,938	1,551	11,748,489	6	9,668,000	8	1,974	*61,693,490
Dec '22															
Report compiled and prepared by Kristen Kopp											* Does not include \$94,000,000 valuation of Owatonna High School				



Fire Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Bonnie Hermel, Administrative Technician
SUBJECT: Weed/Nuisance Complaint Inspection Report

Purpose:

The purpose of this report is to provide a list of weed and nuisance ordinance violation inspections that have been completed.

Background:

The fire department inspects properties that may be in violation of city ordinances. Citizens contact the fire department to report any violations and the weed/nuisance inspector (seasonal position) confirms the validity of the complaint. The weed/nuisance inspector is also proactive and will note any additional properties that have ordinance violations. A violation notice is sent to the property owner or current resident, allowing 10-14 days to bring their property into compliance with ordinances. The weed/nuisance inspector reinspects the property to ensure the violations have been corrected.

Budget Impact:

No budget impact.

Staff Recommendation:

Review the report and contact the fire department with any questions.

Attachments:

1. Weed-Nuisance-Council_2022-06-15

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 2, 2022 to June 15, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Harvest Lane	vacant lot 17-592-0104 with long weeds and grass. See attached picture 7034 of the complaint location as of 5/25/22. No change in complaint status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/21/2022			0.5
Harvest Lane Northwest	vacant lot 17-592-0101 with long weeds and grass. See attached picture 7032 of the complaint location as of 5/25/22. No change in complaint status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/21/2022			0.5
Hemlock Avenue Northeast	Complaint: Orange snow fence is partially down and looks awful. See attached pictures 7104 and 7105 of the complaint location as of 6/9/22. No change in complaint status as of 6/10/22, 6/13/22, 6/14/22.	6/9/2022	6/15/2022	6/29/2022			0.5
Lemond Road	Vacant lots 17-566-101 to 0102 with long weeds and grass. See attached picture 7045 of the complaint lots as of 5/26/22. No change in the vacant lots as of 6/14/22.	6/13/2022	6/14/2022	6/28/2022			0.5
Lemond/Riverwood Road	vacant lot 17-566-0227 with long weeds and grass. See attached picture 7044 of the complaint vacant lot as of 5/26/22. No change in complaint status as of 6/10/22, 6/13/22, 6/14/22.	6/8/2022	6/9/2022	6/23/2022			0.5
Lincoln Avenue South	Complaint: Vacant lot has long grass/weeds. See attached picture #7062 of the complaint location as of 6/2/22. No change in complaint status as of 6/3/22, 6/6/22, 6/7/2, 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/2/2022	6/9/2022	6/19/2022			0.5
Meadowview Lane Northeast	The vacant lots have been mowed as of 6/1/22.	6/1/2022			6/1/2022	Have been mowed.	1
Mineral Springs Parkway Northeast	Complaint: Long grass/weeds	6/15/2022					0.5
Riverwood Drive Southwest	vacant lots 17-566-0202 to 0205 with long weeds and grass. See attached picture 7047 of the complaint lots as of 5/26/22. No change in the vacant lots as of 6/14/22.	6/13/2022	6/14/2022	6/28/2022			0.5
Riverwood Drive Southwest	vacant lots 17-566-0210 to 0213 with long weeds and grass. See attached picture 7046 of the complaint vacant lots as of 5/26/22. No change in the vacant lots as of 6/14/22.	6/13/2022	6/14/2022	6/28/2022			0.5
110 Grove Avenue North	Long weeds and grass in all yards and around the house. See attached picture 7036 of the complaint location as of 5/26/22. The complaint location has been mowed as of 6/1/22.	5/26/2022			6/1/2022	Has been mowed.	1
1120 Lincoln Avenue South	The complaint location has been mowed as of 6/6/22.	6/6/2022			6/6/2022	Has been mowed.	0.5
1158 Cedar Avenue South	The complaint location has been mowed as of 5/31/22.	5/31/2022			5/31/2022	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 2, 2022 to June 15, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1271 Bellflower Lane Northeast	Complaint: old tires-trailer-empty oil drum barrels, wood pallets, firewood, large propane tank, all very unsightly from neighbors back yard. see attached pictures #7008, #7009 of the complaint location as of 5/23/22. No change in the complaint status as of 5/24/22, 5/25/22, 5/26/22, 5/27/22, 5/31/22, 6/1/22, 6/2/22, 6/3/22, 6/6/22, 6/7/22, 6/8/22, 6/9/22, 6/13/22. The following items were removed as of 6/10/22. Old tires, oil barrels. The following still remain in place as of 6/10/22. trailer, firewood piles, propane tank per picture 7113 of the complaint backyard as of 6/14/22.	6/1/2022	6/7/2022	6/17/2022	6/14/2022	Nuisance items have been removed and yard has been cleaned up. Closing complaint.	1
1419 Cedar Avenue North	The complaint location with long grass and weeds in all the the yards have been mowed as of 6/9/22.	6/9/2022			6/9/2022	Has been mowed.	0.5
1505 Sunset Drive Southwest	Long weeds and grass in all yards and around the house. See attached picture 7022 of the complaint location as of 5/24/22. The complaint location has been mowed as of 6/2/22.	5/24/2022			6/2/2022	Has been mowed.	1
1732 Mosher Avenue Southwest	The complaint location removed all the complaint items on the north side of the garage as of 6/2/22.	6/2/2022			6/2/2022	Items have been removed.	0.5
1860 Bigelow Avenue	Complaint: Owner has not mowed their lawn	6/6/2022	6/15/2022	6/25/2022			0.5
1905 Austin Road Southeast	Complaint: Open lot/area south of the buildings have not been cut yet this year. See attached picture 7055 of the complaint lot as of 6/1/22. No change in complaint status as of 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/9/2022	6/15/2022	6/29/2022			0.5
2065 8 Avenue Northeast	Complaint: Fence down in backyard since January. See attached pictures 7117 and 7118 of the complaint location as of 6/14/22.	6/14/2022				Need to review pictures to confirm violation.	0.5
214 & 216 Vine Street East	Long weeds and grass in all yards and around the house. See attached picture 7039 of the complaint location as of 5/26/22. No change in complaint location status as of 6/7/22, 6/8/22. 6/8/22 - violation notice sent to both owner and current resident. 9609	6/7/2022	6/8/2022	6/18/2022	6/9/2022	Has been mowed.	0.5
221 Beech Avenue	The complaint location has been mowed as of 5/31/22.	5/31/2022			5/31/2022	Has been mowed.	0.5
224 Linden Avenue	Complaint: Tall grass at the corner of Larch, Linden, and Vine	6/15/2022					0.5
235 Stoneridge Lane Northeast	Complaint: Long weeds/grass on vacant lot 17-574-0315. See attached picture 7096 of the complaint vacant lot as of 6/8/22. Looks like they are going to build on this vacant lot - building stakes in ground as of 6/8/22. Additional building stakes were added on 6/9/22, 6/10/22. Backhoe picture 7114 is in the vacant lot as of 6/14/22.	6/8/2022				Monitor for construction progress.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 2, 2022 to June 15, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
252 Broadway Street East	Long weeds and grass in all yards and around the house. See attached pictures 7037 and 7038 of the complaint location as of 5/26/22. The complaint location has been moved as of 5/27/22.	5/26/2022			5/27/2022	Has been mowed.	1
2535 Harvest Lane Northwest	vacant lot 17-592-0202 with long weeds and grass. See attached picture 7033 of the complaint location as of 5/25/22. No change in complaint status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/21/2022			0.5
2545 24 Avenue Northwest	vacant lot 17-592-0102 with long weeds and grass. See attached picture 7035 of the complaint location as of 5/25/22. no change in complaint status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/21/2022			0.5
3050 3 Avenue Northeast	The vacant lot has been mowed as of 6/1/22.	6/1/2022			6/1/2022	Has been mowed.	0.5
3079 Northridge Lane Northeast	Has been mowed as of 6/1/22.	6/1/2022			6/1/2022	Has been mowed.	0.5
3088 Northridge Lane Northeast	Complaint: Long grass and weeds in all yards and around the house as of 6/7/22. See attached pictures 7090 and 7091 of the complaint location. No change in complaint location status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/7/2022	6/9/2022	6/19/2022			0.5
320 Stoneridge Lane Northeast	vacant lot has been mowed as of 6/1/22.	6/1/2022			6/1/2022	Has been mowed.	0.5
321 Cedar Avenue South	Long weeds and grass in all yards and around the house. See attached pictures 7026, 7027 of the complaint location as of 5/25/22. The complaint location has been mowed as of 5/31/22.	5/25/2022			5/31/2022	Has been mowed.	1
330 Oak Avenue South	vacant lot 17-100-1805 with long weeds and grass. see attached picture 7025 of the complaint location as of 5/25/22. No change in complaint location status as of 6/7/22, 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/21/2022			0.5
331 Murray Street	The complaint location has been mowed as of 6/3/22.	6/3/2022			6/3/2022	Has been mowed.	0.5
338 Bryan Avenue Southwest	Complaint: Logs piled on boulevard area, firewood, machinery, other items stored in front of building. See attached picture 7099 of the complaint location as of 6/8/22. No change in the complaint status as of 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/8/2022	6/15/2022	6/25/2022			0.5
338 State Avenue	long weeds and grass in all yards and around the house. See attached pictures 7030, 7031 of the complaint location as of 5/25/22. No change in complaint location status as of 6/8/22, 6/9/22, 6/10/22, 6/13/22, 6/14/22.	6/6/2022	6/7/2022	6/17/2022			0.5
345 Stoneridge Lane Northeast	Vacant lot 17-574-0608 with long weeds and grass. See attached picture 7021 of the complaint location as of 5/24/22. The vacant lot has been mowed as of 6/1/22.	5/24/2022			6/1/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 2, 2022 to June 15, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
348 Bryan Avenue Southwest	Complaint: Long grass on vacant lot 17-608-0102. See attached picture 7116 of the complaint lot as of 6/14/22.	6/14/2022	6/15/2022	6/29/2022			0.5
350 Stoneridge Lane Northeast	vacant lot 17-574-0511 with long grass and weeds. See attached picture 7020 of the complaint location as of 5/24/22.	5/24/2022			6/1/2022	Has been mowed.	1
351 Rose Street East	Long weeds and grass in all yards and around the house. See attached picture 7042 of the complaint location as of 5/26/22. The complaint location has been mowed as of 5/31/22.	5/26/2022			5/31/2022	Has been mowed.	1
385 Hickory Lane Northeast	Vacant lot 17-574-0707 with long weeds and grass. See attached picture 7018 of the complaint location as of 5/24/22. The vacant lot has been mowed as of 6/1/22.	5/24/2022			6/1/2022	Has been mowed.	1
395 Hickory Lane Northeast	Vacant lot 17-574-0706 with long grass and weeds. See attached picture 7017 of the complaint location as of 5/24/22. The vacant lot has been mowed as of 6/1/22.	5/24/2022			6/1/2022	Has been mowed.	1
396 Hickory Lane Northeast	Vacant lot 17-574-0607 with long weeds and grass. See attached picture 7019 of the complaint location as of 5/24/22. The vacant lot has been mowed as of 6/1/22.	5/24/2022			6/1/2022	Has been mowed.	1
409 Sylvan Street	Complaint: Yard hasn't been mowed this year. See attached picture #7078 of the complaint location as of 6/3/22. No change in the complaint location status as of 6/6/22, 6/7/22, 6/8/22, 6/9/22, 6/10/22.	6/3/2022	6/9/2022	6/19/2022	6/13/2022	Has been mowed.	1
420 16 Street Northeast	The complaint items have been removed as of 5/31/22.	5/31/2022			5/31/2022	Items have been removed.	0.5
420 Stoneridge Lane Northeast	Has been mowed as of 6/1/22.	6/1/2022			6/1/2022	Has been mowed.	0.5
428 Pearl Street East	Long weeds and grass in all yards and around the house. See attached pictures 7040 and 7041 of the complaint location as of 5/26/22. The complaint location yards has been mowed as of 6/2/22.	5/26/2022			6/2/2022	Has been mowed.	1
478 Mound Street	The complaint couch has been removed from the driveway near the front of the car garage as of 5/31/22.	5/31/2022			5/31/2022	Items have been removed.	0.5
484 Glendale Street	Long weeds and grass in all yards and around the house. See attached picture 7029 of the complaint location as of 5/25/22. No change in complaint status as of 6/8/22, 6/9/22, 6/10/22.	6/7/2022	6/8/2022	6/18/2022	6/13/2022	Has been mowed.	1
526 11 Street Southeast	White washer and dryer on the front blvd area. See attached picture 7043 of the complaint location as of 5/26/22. The washer and dryer on the front blvd area has been removed as of 5/27/22.	5/26/2022			5/27/2022	Items have been removed..	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 2, 2022 to June 15, 2022							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
540 11 Street Southeast	The living room chair has been remove from the front of the garage as of 6/6/22.	6/6/2022			6/6/2022	Items have been removed..	0.5
622 Prospect Street	Complaint: NW corner of backyard is full of thistles and long grass. Have permission of 617 E University owner to go onto his property to check. See attached pictures 7111 and 7112 of the complaint location as of 6/14/22.	6/14/2022	6/15/2022	6/25/2022			0.5
703 Minnesota Avenue	The complaint location has been mowed in all yard and around the house as of 6/2/22.	6/2/2022			6/2/2022	Has been mowed.	0.5
804 14 Street Northeast	Complaint: backyard full of junk. See attached pictures 7097 and 7098 of the complaint location as of 6/8/22. Unable to see the full backyard from the street as of 6/8/22. Picture 7098 shows the east side of the house with some complaint items. Picture 7097 shows the front yard with a camping trailer, snowmobile, and a trailer of misc. items as of 6/8/22. No change in complaint status as of 6/13/22, 6/14/22.	6/8/2022					0.5



Licenses and Permits



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: 06/04/2022

Date to Council: 06/21/2022

EVENT INFORMATION: **Movie At River Springs Water Park** **FEE Amount: None**

Event Date Friday, June 24, 2022 Movie begin at: 8:30 pm to be done at 10:15 pm
Set up begin at 7:30 pm and done by 10:30 p.m.

Location (Address) of Event: River Springs Water Park
.

Estimated Attendance (Participants and spectators): 150 people

APPLICATION INFORMATION (Person/Group Responsible): Park & Rec – City of Owatonna

Primary Contact /Applicant Name Dani Licht, Recreation Supervisor – Aquatics

Items needed:

City Park & Rec planned event at River Springs Water Park.
Exception to the City's Noise Ordinance to allow amplified noise outdoors past 10:00 p.m.

Department Notes :

Park & Rec: Approved – this is a Park & Rec Event
Police: Approved – no impact
Public Works: Approved – no impact
Fire: Approved

Council Notes:

There are no residences within 350' of this event site for consideration of Exception to the City's Noise Ordinance.

City Council Approval: _____ Date: _____
Kris M. Busse, City Administrator/City Clerk

From: noreply@civicplus.com
Sent: Saturday, June 4, 2022 2:05 PM
To: Jeanette K. Clawson
Subject: Online Form Submittal: Events Permit Application

Events Permit Application

Step 1

Events Permit Application

540 West Hills Circle, Owatonna, MN 55060

Telephone: 507-774-7341

Thirty days required for processing, late submissions may be denied. Incomplete applications will not be accepted.

EVENT INFORMATION:

Event Description (be specific):	Movie in the Park at River Springs Water Park
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Event Location/Address:	3065 St. Paul Road
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Estimated Attendance (participants and spectators):	150
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Set Up Date and Time:	6/24/2022 7:30 PM - 6/24/2022 8:00 PM
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Actual Event Date and Time:	6/24/2022 8:30 PM - 6/24/2022 10:15 PM
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Clean Up Date and Time:	6/24/2022 10:15 PM - 6/24/2022 10:30 PM
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Rain Date: In the event of inclement weather, will the event be:	Postponed
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If postponed, what will the rescheduled date be?	7/1/2022
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(Section Break)

ORGANIZATION INFORMATION:

Sponsoring Organization Name:	Owatonna Parks and Rec
Primary Contact Name:	Dani Licht
Email Address:	Danielle.licht@ci.Owatonna.Mn.us
Address:	540 West Hills Circle
City:	Owatonna
State:	Mn
Zip Code:	55060
Phone Number:	507774-7105
Cell Phone:	5074753884
Website Address:	<i>Field not completed.</i>
Name of contact during event:	Dani Licht
Cell Phone:	507-475-3884
Alternate contact during event:	Eric Anderson
Cell Phone	507475-1652
Refer media or citizens inquiries to:	Owatonna Parks and Rec
Phone:	507444-4321

Step 2

SITE PLAN: A SITE PLAN IS MANDATORY FOR ALL EVENTS [69038E02-C94C-4B27-890A-1CBFD0719431.jpeg](#)

Please provide a map of the site layout including entrances and/or exits. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, etc. If event involves a parade, race or walk, please attach a route map highlighting route. Include rest stop stations, crossings, signage and indicate route direction with arrows.

EVENT FEATURES:

Will event use, close, or block any of the following? If yes, specify location on site plan/map.

City streets or right of way	No
Alleys	No
City sidewalks or trails	No
Public parking lots or spaces	No
Parks	Yes
Date/time of use, closure and/or blockage:	6/24/2022 7:30 PM - 6/24/2022 10:30 PM
Will any signs/banners be put up?	No
Will there be any inflatables?	Yes
Insurance certificate from rental vendor is required. No staking without approval. Type initials for acknowledgement:	DL
Will there be entertainment?	Yes
What type?	Movie
Will sound amplification be used?	Yes
Hours and type:	8:30pm-10:15pm
Sound amplification after 10:00 p.m. will require and exception to the City's Noise Ordinance. There is a \$150 fee for an exception to the City's Noise Ordinance which must be paid with this event application. Type initials for acknowledgement:	DL
Will a stage or tent(s) be set up?	No
Will there be temporary fencing?	No

Will merchandise/food items be sold?	Yes
How many vendors are expected:	1
Will food be prepared on site?	Yes
Will alcohol be sold?	No
Will there be fireworks displayed?	No
Describe power needs and location of power source:	None
Describe level of advertisement (ie radio, flyers, ads, television):	Flyers at RSWP, Website, and facebook
Have adjacent property owners been notified of this event?	No
Will the event need barricades?	No
Will the event need cones?	No
Step 3	
Will Central Park Stage be used?	No
(Section Break)	
Will extra picnic tables be needed?	No
Will extra trash receptacles be needed?	No
Will there be any horses	No
Describe trash removal and cleanup during and after event:	Use of RSWP dumpster
Will event need traffic control?	No

Describe crowd control procedures to ensure the safety of participants and spectators:

Field not completed.

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:

RSWP EAP will be followed. All individuals will be moved indoors to the RSWP locker rooms

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

Name

Dani Licht

Phone Number

507-485-3884

List any other pertinent information:

Field not completed.

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

Danielle Licht

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. Type full name for acknowledgement:

Date:

6/4/2022

Email not displaying correctly? [View it in your browser.](#)



Approved: _____
Denied: _____

SUMMARY EVENTS PERMIT APPLICATION

Date of Application: 06/16/2022

Date to Council: 06/21/2022

EVENT INFORMATION: Wednesday Night Car Show at MSB	FEE Amount: None
Event Date/Time: Dates <u>Wednesdays, July 6, August 3 & September 7, 2022</u> Event Time: <u>5:00 pm – 7:00 pm</u> Set up beginning at 4:30 pm and should be cleared up by 7:30 pm	
Location (Address) of Event: Street and parking/street areas in front of Mineral Spring Brewery at 111 N Walnut Avenue, Owatonna MN.	
Estimated Attendance (Participants and spectators): 100+	
APPLICATION INFORMATION (Person/Group Responsible): Jon Simon and Hank Hagelson	
Primary Contact /Applicant Name: Jon Simon 507-676-1207 1035 Mosher Avenue Owatonna MN 55060	
Items needed: Use of City's Street and Right of Way west of Mineral Spring Brewery (MSB). Request to block traffic off the 100 block of N Cedar Avenue and the roadway/parking area between the east sidewalk and the road median/island in front of MSB. Adjacent property owners have been notified of event plans; MSB has not requested Extension of Premises or Temporary Liquor Permit for this event, no alcohol on the street areas during this event.	
Department Notes: Fire: approved Park & Rec: approved, no impact Police: approved, no impact Public Works: approved, barricades and cones may be picked up during our normal work hours. Call City Shop at 774-7046 to arrange pickup.	
Council Notes: A similar event was held the first Wednesday of June, 2022. The anticipated 20 cars would participate and 60+ showed. Now requesting additional shows the first Wednesday of months July-September with expanded area.	
City Council Approval: _____ Date: _____ Kris M. Busse, City Administrator/City Clerk	

From: noreply@civicplus.com
Sent: Thursday, June 16, 2022 11:26 AM
To: Jeanette K. Clawson
Subject: Online Form Submittal: Events Permit Application

Events Permit Application

Step 1

Events Permit Application

540 West Hills Circle, Owatonna, MN 55060

Telephone: 507-774-7341

Thirty days required for processing, late submissions may be denied. Incomplete applications will not be accepted.

EVENT INFORMATION:

Event Description (be specific): Wednesday Night Car Show

Event Location/Address: North Walnut Avenue in front of Mineral Springs Brewery

Estimated Attendance (participants and spectators): 100

Set Up Date and Time: 7/6/2022 4:30 PM - 7/6/2022 5:00 PM

Actual Event Date and Time: 7/6/2022 5:00 PM - 7/6/2022 7:00 PM

Clean Up Date and Time: 7/6/2022 7:00 PM - 7/6/2022 7:30 PM

Rain Date: In the event of inclement weather, will the event be: Cancelled

(Section Break)

ORGANIZATION INFORMATION:

Sponsoring Organization Name: Car Club

Primary Contact Name: Jon Simon & Hank HAgelson

Email Address:	none
Address:	1635 Mosher Ave
City:	Owatonna
State:	MN
Zip Code:	55060
Phone Number:	507-676-1207
Cell Phone:	Field not completed.
Website Address:	Field not completed.
Name of contact during event:	John Simon
Cell Phone:	507-676-1207
Alternate contact during event:	Hank Hagelson
Cell Phone	507-676-1207
Refer media or citizens inquiries to:	Field not completed.
Phone:	Field not completed.
Step 2	
SITE PLAN: A SITE PLAN IS MANDATORY FOR ALL EVENTS	Field not completed.
Please provide a map of the site layout including entrances and/or exits. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, etc. If event involves a parade, race or walk, please attach a route map highlighting route. Include rest stop stations, crossings, signage and indicate route direction with arrows.	
EVENT FEATURES:	
Will event use, close, or block any of the following? If yes, specify location on site plan/map.	
City streets or right of way	Yes
Date/time of use, closure and/or blockage:	7/6/2022 4:30 PM - 7/6/2022 7:30 PM

Alleys	No
City sidewalks or trails	No
Public parking lots or spaces	Yes
Date/time of use, closure and/or blockage:	7/6/2022 4:30 PM - 7/6/2022 7:30 PM
Parks	No
Will any signs/banners be put up?	No
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 there be fireworks displayed?	No
Describe power needs and location of power source:	none
Describe level of advertisement (ie radio, flyers, ads, television):	flyers
Have adjacent property owners been notified of this event?	Yes

Will the event need barricades?	Yes
Number and size needed:	2 street barriers
Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Rd, Monday-Friday 7:00 am to 3:00 pm. Please call 507-774-7050 to make arrangements. Fees may apply. Type initials for acknowledgement:	JS
Will the event need cones?	No
Step 3	
Will Central Park Stage be used?	No
(Section Break)	
Will extra picnic tables be needed?	No
Will extra trash receptacles be needed?	No
Will there be any horses	No
Describe trash removal and cleanup during and after event:	Club members will walk area when cars leave to pickup any trash on ground.
Will event need traffic control?	No
Describe crowd control procedures to ensure the safety of participants and spectators:	<i>Field not completed.</i>
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:

Spectators and participants would take cover in nearby buildings (Mineral Springs Brewery) or go home prior to storm.

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

Name

Jon Simoan

Phone Number

507-676-1207

List any other pertinent information:

This permit is for three dates: the first Wednesday of July, August and September 2022. These dates are July 6, August 3 and September 7th.

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

Jon Simon

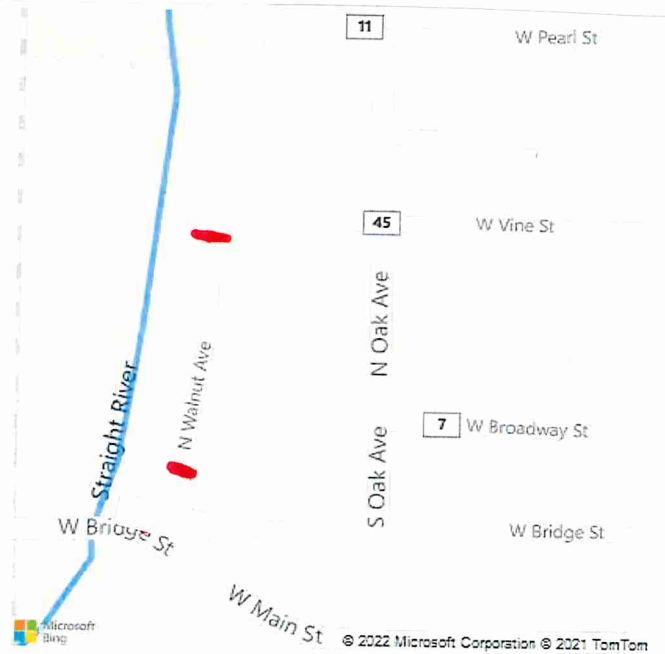
between myself and the
City of Owatonna and is a
release of Liability. Type full
name for
acknowledgement:

Date: 6/16/2022

Notes

Mineral Springs Brewery

- Block Walnut Avenue
and additional street/parking
area on East side of Median
to allow 4-5 Rows of cars



CLASSIC CAR ROLL IN



**WEDNESDAY JULY 6, 2022
5PM-7PM**

**MINERAL SPRINGS BREWERY
111 NORTH WALNUT AVE**





Miscellaneous



Human Resources Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Emily Thamert, Director
SUBJECT: Culture Assessment & Blueprinting Agreement - Employee Strategies

Purpose:

To approve the Culture Assessment & Blueprinting Agreement with Employee Strategies

Background:

Employee Strategies specializes in providing insight, strategy, and tools to align an organization's culture so they can accelerate performance. The Culture Assessment & Blueprinting process will give the City of Owatonna a clear picture of where our culture is now and help us discover our cultural strengths and opportunities for improvement. The project will culminate with a three-year plan to intentionally shape the City of Owatonna culture.

This project supports the following key goals in the strategic plan:

- Attract and retain a high-performing municipal workforce
- Create a culture of efficiency and continuous improvement

Budget Impact:

The budget impact for the Culture Assessment & Blueprinting process with Employee Strategies is \$15,000.00.

Staff Recommendation:

Staff recommends approval of the proposed agreement.

Attachments:

1. Letter of Intent Culture Assessment and Blueprinting with Employee Strategies_City of Owatonna



City of Owatonna Culture Assessment & Blueprinting

Letter of Intent

Employee Strategies | Creating Cultures That Work

Scope of Work

Culture Assessment & Blueprinting

INVESTMENT:

\$15,000 Flat Fee

Our Culture Assessment & Blueprinting process gives you a clear picture of where your culture is now and what you'll need for future success.

As an independent 3rd party, we can provide an assessment of your culture that you and your employees can trust.

Equipped with these insights, you'll be able to target your culture building efforts where they'll have the most impact.

That clarity means better results and a better night's sleep.

PROJECT OUTCOMES AND COMPLETION

4 weeks start to finish

Our Culture Assessment & Blueprinting process will help you discover your company's cultural strengths and opportunities for improvement. It culminates with a three year plan to intentionally shape your culture.

Outcomes:

- An employee pulse survey with reports to Senior Leaders & Employees
- External research that considers your Employment Brand in the market
- Identification of 2-4 workplace culture drivers that are barriers or enablers impacting your organization
- Identification of data trends impacting your culture
- A culture performance **dashboard** to monitor progress
- Discovery and evaluation of cube cred leaders in your organization
- A **collaborative 3-year plan** to improve your culture

Payment Terms:

Employee Strategies fees will not exceed the agreed upon price unless an explicit agreement is reached between the two organizations. Please alert our team where you prefer an emailed invoice to be sent.



Terms & Conditions

Culture Assessment & Blueprinting

This Agreement ("Agreement") is entered into on May/5/2022 by and between Employee Strategies, Inc., a company with an address at 4011 Vincent Ave S., Minneapolis, Minnesota 55410 ("ES") and The City of Owatonna ("Client"). This Agreement is effective when accepted by ES.

01 | PERFORMANCE BY EMPLOYEE STRATEGIES

ES agrees to perform those services as described in the Scope of Work as outlined in this document.

02 | PAYMENT FOR SERVICES

Client agrees to pay ES as stated in the Scope of Work. Client will reimburse ES for all travel costs and expenses incurred by ES. Unless otherwise stated and agreed upon in writing for this scope of work, all invoices are due and payable upon receipt. If any amount due hereunder is not paid within thirty (30) days, Employee Strategies shall have the right to charge interest at the rate of ten percent (10%) per annum. ES will issue Client invoices in two installments. The first will be invoiced when the letter of intent is signed, the second will be invoiced upon completion of the Executive Meeting.

03 | TERM AND TERMINATION

This Agreement shall commence on the date set forth above and shall remain in effect until the work described in the Scope of Work is completed, or until terminated by either party. Unless otherwise agreed, either party may terminate this Agreement at anytime upon fourteen (14) days written notice to the other party of their desire to terminate this agreement. In addition, ES may cease work immediately upon notice to Client if amounts due hereunder are not paid as agreed.

04 | LETTER OF INTENT EXPIRATION DATE

This letter of intent has a 10-day expiration period. Based on our staffing model and dynamic nature of Culture Consulting, we can honor this letter of intent for a 10-day time-period. If you cannot commit to the work at this time, please alert your contact at Employee Strategies.



Project Assumptions

Culture Assessment & Blueprinting

- Approximately 165 employees surveyed
- 5-7 1:1s with key stakeholders, leaders and employees & 1-2 focus groups will be facilitated in person or virtually
- Standard data cuts:
 - Tenure
 - Department
- Additional data cuts (each additional data cut is an additional \$1500 on top of the \$15,000 flat fee)
 - Gender
 - Job Classification
 - Title
 - Location
 - Race & Ethnicity (for organizations with more than 300 employees)
- A coordinator is provided by City of Owatonna to help with project support tasks including:
 - Sending survey roster to Employee Strategies in a Microsoft Excel document
 - Sending project announcement & additional communication to employees
 - Scheduling 1:1's, focus groups & debrief whether virtual or in-person, where appropriate
- **Option: Employee Pulse Survey Subscription**
 - Many of our clients choose to continue monitoring their culture with our Pulse Survey Subscription. We monitor every 6-months for \$5,000-\$7,500. (includes an Executive Summary Report & Debrief, Employee Presentation for client to present.



Acceptance

of Scope of Work and Terms & Conditions

In witness whereof, the parties have executed this Agreement.



Signature

J. FORREST

Name

EMPLOYEE STRATEGIES

Organization

FOUNDER & PRINCIPAL OD CONSULTANT

Title

05/05/2022

Date

Signature

Name

Organization

Title

Date

Thank You!





Employee Strategies

Creating Cultures that Work Since 2006

www.esinc.mn | team@esinc.mn



Parks, Trails, Recreation & Facilities Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Club Car Maintenance Agreement - Brooktree Golf Course

Purpose:

Request approval to renew the Club Car Maintenance Agreement with Club Car LLC for the monthly regular maintenance services of the leased golf cars used at Brooktree Golf Course.

Background:

The City entered into a 63-month lease agreement with Club Car LLC in 2018 through 2023 for 40 golf carts to be used at Brooktree Golf Course. In addition to the multi-year lease, an annual maintenance service agreement is utilized to do regular monthly cart service which includes maintaining proper: tire pressure, fluid levels, lubrication, batteries and inspection of brakes and drive systems. Service is performed monthly from May to the end of October with a per cart cost of \$15 for a total of \$600 per month. Staff believe this is a valuable service to keep carts in operation and minimize downtime.

Budget Impact:

The agreement saves the course from having 'out-of-service' carts, which increases opportunities for rental revenue. By having this service, it maximizes staff time to work on other tasks. The monthly fee of \$400 is included in the 2022 Maintenance Operation Budget.

Staff Recommendation:

Staff recommends approval of this agreement with Club Car LLC.

Attachments:

1. Club Car Agreement



CLUB CAR MAINTENANCE AGREEMENT

This Club Car Maintenance Agreement is dated 6/14/2022 by and between Club Car LLC, PO Box 204658, Augusta Georgia 30917 ("Club Car") and CITY OF OWATONNA, MN DBA, USA, 540 WEST HILLS CIRCLE, OWATONNA MN 55060 ("Customer").

WHEREAS Customer has entered in a lease agreement with Club Car for the lease and/or rental of certain golf cars described in Exhibit A; and

WHEREAS Customer desires Club Car to provide regular maintenance services for the Equipment as detailed herein;

NOW THEREFORE, for the consideration set forth herein, the Parties agree as follows:

1. Compensation. Customer agrees to pay Club Car the amount indicated in Section 5 below to maintain, as provided below, the Equipment as set forth herein. The price does not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this transaction or any services performed hereunder. Such taxes, if applicable, will be invoiced to Customer on a monthly basis. Except as specifically noted herein, all equipment, materials and labor necessary to perform the services enumerated in this Agreement are included within the compensation set forth in this paragraph. Customer shall pay all invoiced amounts due to Club Car within thirty (30) days after Customer's receipt of such invoice.

2. Term; Termination.

a. The initial term shall be for a period of 6 months commencing from 5/1/2022 to 10/31/2022. Upon expiration of the initial term, this Agreement will extend automatically at a price of \$3,600.00 for successive 12 month terms unless Customer provides thirty days written notice of nonrenewal to Club Car. Any such notice shall be effective at the expiration of the initial Term or of any renewal Term.

b. If any party fails to perform its duties under this Agreement, the other party may at its option give written notice to the defaulting party, specifying the nature of the alleged default and demanding that the default be cured. Upon receipt of the notice, the party claimed to be in default shall have ten (10) days within which to cure any default that may exist. If the default is not cured within the time allowed, the non-defaulting party may terminate this Agreement by written notice, in addition to any other remedies available at law or in equity.

3. Warranty. Club Car warrants that services and parts furnished under this contract will be free of defects in material and workmanship for a period of six months from the date of service. Except for the foregoing warranty, Club Car offers no warranties, express or implied, concerning the Club Car Maintenance.

4. Maintenance.

a. Club Car and/or its contractor at its expense and at reasonable intervals shall cause an authorized representative to perform the Club Car Maintenance on the Equipment as specified in Paragraph 4 below (the "Scope of Work") and shall have the right to remove affected items of Equipment from Customer's premises in order to provide such maintenance and repairs. In the event of such removal, Club Car shall cause such item(s) to be returned to Customer as expeditiously as reasonably possible. All such work shall be performed in a good workmanlike fashion. Customer agrees to provide Club Car with full, free and safe access to Customer's premises and the Equipment during the term of this Agreement for the purposes of performing maintenance.

b. Except for the Scope of Work, Customer agrees to perform all required maintenance of the Equipment and to accomplish same in a good workmanlike fashion. Customer agrees at its expense to employ competent trained personnel to provide routine and preventative maintenance on the Equipment and to follow all instructions contained in Club Car's Owner's Manuals and Maintenance and Service Manuals concerning the operation and maintenance of the Equipment. Customer agrees it is responsible for all parts associated with the replacement and/or repair of all wear and tear items. Customer agrees that any damage caused by negligence or abuse by operators of the Equipment or negligence in the preventative maintenance and any damage resulting from non-compliance with Club Car's Manuals stated above are the sole responsibility of the Customer. Customer is responsible for providing electricity and the cost of same for charging and/or gasoline and oil.

5. Club Car Maintenance Services. Club Car shall perform the Scope of Work indicated by the Customer's initials below:

Initial Selected Plan					
Plan	Monthly	Quarterly	Semi-Annual	Annual	Water, Air, & Cursory Inspection
Frequency	Weekly service of 25% of fleet	Every other week to service 17% of fleet.	Semi-Annual to service 100% of fleet.	Every other week to service 17% of fleet. Annual to service 100% of fleet.	Every other week to service 50% of the fleet each visit.
Tires	Monthly check and maintain proper pressure.	Quarterly check and maintain proper pressure.	Semi-annual check and maintain proper pressure.	Annual check and maintain proper pressure.	Monthly check and maintain proper pressure.
Front End	Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.	Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.	Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.	Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.	Not applicable.
Lubrication	Semi-annual lubrication of all fittings, clevises, cables, brake components, pedal groups, and linkages.	Semi-annual lubrication of all fittings, clevises, cables, brake components, pedal groups, and linkages.	Semi-annual lubrication of all fittings, clevises, cables, brake components, pedal groups, and linkages.	Annual lubrication of all fittings, clevises, cables, brake components, pedal groups, and linkages.	Not applicable.
Differential	Semi-annual check for leaks and damage to drive unit.	Semi-annual check for leaks and damage to drive unit.	Semi-annual check for leaks and damage to drive unit.	Annual check for leaks and damage to drive unit.	Not applicable.
Brakes	Semi-annual inspect and adjust brakes, and perform annual brake service.	Semi-annual inspect and adjust brakes, and perform annual brake service. Quarterly inspect and clean Dynamic Braking Resistor for Li Cars.	Semi-annual inspect and adjust brakes, and perform annual brake service.	Annual inspect and adjust brakes, and perform annual brake service.	Not applicable.
Drive System	• Gas: Monthly check engine oil level and quarterly inspection of belts, oil, terminal connections, reverse buzzer, and FNR switch. • Electric: Check connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs. All batteries will be watered.	• Gas: Quarterly check engine oil level and quarterly inspection of belts, oil, terminal connections, reverse buzzer, and FNR switch. • Electric: Check connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.	• Gas: Semi-annual check belts and adjust, check oil level, terminal connections, reverse buzzer, FNR switch, and change oil. • Electric: Semi-annual check of connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.	• Gas: Annual check belts and adjust, terminal connections, reverse buzzer, FNR switch, and change oil. • Electric: Annual check connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.	• Monthly all batteries will be inspected and watered to the proper level.

Battery Charger (Electric)	Monthly visually inspect battery charger, check cable connections, breakers, and lubricate receptacle with WD-40.	Quarterly visually inspect battery charger, check cable connections, breakers, and lubricate receptacle with WD-40.	Quarterly visually inspect battery charger, check cable connections, breakers, and lubricate receptacle with WD-40.	Annual visually inspect battery charger, check cable connections, breakers, and lubricate receptacle with WD-40.	Not applicable.
Price Per Month Per Car		\$15.00			

Other Special Conditions: No trip charge for billable repairs completed while onsite for monthly service visit.

Club Car will not assess a trip charge or fee on billable repairs if a Customer selects a Monthly, Quarterly, or Water, Air & Cursory Inspection Plan.

6. Equipment Malfunction. Customer agrees to report to Club Car any malfunction of Equipment, identifying serial numbers and nature of complaints. Customer also agrees to report any damage, accidents, wrecks or vandalism to Club Car within twenty-four (24) hours of discovery. Customer is responsible for all costs associated with such incidents.

7. Force Majeure. The non-performance by Club Car of its obligations to deliver the maintenance hereunder shall be excused if such non-performance is caused by any strike, flood, fire, accident, or other casualty, act of God, war, governmental restrictions, shortage of, or inability to obtain parts or raw material from normal sources, damage by the elements, failure of equipment, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond Club Car's reasonable control (the "Force Majeure") and Club Car shall have no liability to the Customer in connection with any such non-performance. If Club Car's performance of its obligations under this Agreement is prevented or delayed by Customer or its agents, subcontractors, consultants, or employees, Club Car shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer.

8. Safety Precautions. During the term of this Agreement, Customer will take all necessary precautions for the health and safety of Club Car personnel who will perform any maintenance at the Customer site and the safety of the Equipment. Club Car shall be under no obligation to provide any services if doing so might place any Club Car personnel or Equipment in unsafe circumstances.

9. Limitation of Liability. Neither Club Car nor Customer shall in any event be liable for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in or failure or malfunction of the equipment hereunder, whether or not such damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise. The total liability of Club Car with respect to this agreement shall not exceed the price of the services or parts provided upon which such liability is based.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

11. Independent Contractor Status. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Customer may not assign this Agreement without Club Car's prior written consent.

12. Entirety of Agreement. This Agreement contains the entire agreement between Club Car and Customer regarding the subject matter contained herein. All prior negotiations and discussions (whether in writing or made orally) by and between the parties which are not set forth in this Agreement or incorporated herein are merged into this Agreement and have no force or effect separate and apart from this Agreement.

13. Attorneys' Fees. In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions.

CUSTOMER:

By:

Print Name: Jenna Tuma

Its: Director of Parks and Recreation

CLUB CAR

By:

Print Name: Mike Bickel

Its: North America Service Leader

EXHIBIT A

Equipment

(40) 2019 Subaru EFI Tempo gas golf cars.

\$15.00 per car per month. \$600.00 per month total.

RECAP:

\$	24,110.06	AVFuel Corp - Airport fuel for resale
	38,178.64	Central Farm Service - Fleet fuels and lubricants
	26,776.75	Crane Creek Asphalt - tack and hotmix for patching and street repairs
	223,250.00	JJD Companies - N Cedar Ave Streetscape Est 11
	130,228.00	League of MN Cities Ins Trust - July-Sept Workers comp ins premiums
	<u>258,888.87</u>	OTHER EXPENDITURES
\$	<u><u>612,366.87</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash Account: 999-19100-000-000-000000						
368963	100043	A FAMILY FIRST INSURANCE	50.00	06/16/22		
368964	27	AFLAC	2,870.28	06/16/22		
368965	34	ALEXANDER LUMBER COMPANY	670.31	06/16/22		
368966	3410	AMERICAN RED CROSS	164.00	06/16/22		
368967	5727	ANHORN'S GAS & TIRE	68.04	06/16/22		
368968	100047	ANNA COX	38.79	06/16/22		
368969	61	ARAMARK UNIFORM SERVICES INC	548.10	06/16/22		
368970	3385	ARNOLD'S SUPPLY	32.28	06/16/22		
368971	68	ARROW ACE HARDWARE	28.35	06/16/22		
368972	5338	ASPEN MILLS	194.70	06/16/22		
368973	2159	AVFUEL CORPORATION	24,110.06	06/16/22		
368974	89	BACHMAN'S CREDIT DEPT	3,535.15	06/16/22		
368975	91	BAKER & TAYLOR BOOKS	259.95	06/16/22		
368976	100045	BDS LAUNDRY SYSTEMS	64.20	06/16/22		
368977	128	BOUND TREE MEDICAL LLC	451.06	06/16/22		
368978	156	CARQUEST	743.22	06/16/22		
368979	163	CEMSTONE PRODUCTS CO	419.21	06/16/22		
368980	349	CENGAGE LEARNING INC	30.39	06/16/22		
368981	4425	CENTRAL FARM SERVICE	38,178.64	06/16/22		
368982	3049	CLIFTONLARSONALLEN LLP	787.50	06/16/22		
368983	5348	CLUB PROPHET SYSTEMS	530.00	06/16/22		
368984	5536	COMPCARE OCCUPATIONAL MEDICINE	792.00	06/16/22		
368985	4854	COVERTTRACK GROUP, INC.	600.00	06/16/22		
368986	207	CRANE CREEK ASPHALT	26,776.75	06/16/22		
368987	212	CULLIGAN OF OWATONNA	98.00	06/16/22		
368988	217	CUSHMAN MOTOR CO INC	360.00	06/16/22		
368989	218	CUSTOM COMMUNICATIONS	13,003.94	06/16/22		
368990	222	D & M CONSTRUCTION LLC	23.38	06/16/22		
368991	100031	DAVID COCHLIN	12.89	06/16/22		
368992	263	EARL F ANDERSEN & ASSOC	337.25	06/16/22		
368993	100048	ELIZABETH FISHER	492.61	06/16/22		
368994	289	ESS BROTHERS & SONS INC	10,273.00	06/16/22		
368995	5485	EYE MED VISION CARE	371.62	06/16/22		
368996	305	FARMERS FEED AND PET SUPPLY	69.99	06/16/22		
368997	314	FERGUSON ENTERPRISES#1658,1657	489.40	06/16/22		
368998	323	FIRST SUPPLY OWATONNA	707.87	06/16/22		
368999	325	FLAHERTY & HOOD PA	840.00	06/16/22		
369000	3806	FOUR SEASONS ELECTRIC	1,850.99	06/16/22		
369001	5330	FURTHER	239.25	06/16/22		
369002	100044	HANNAH EIKREN	256.28	06/16/22		
369003	410	HAWKINS INC	11,495.66	06/16/22		
369004	2171	HEALTHPARTNERS	4,286.08	06/16/22		
369005	421	HILLYARD/HUTCHINSON	177.12	06/16/22		
369006	430	HUBER SUPPLY CO INC	580.52	06/16/22		
369007	1722	I U O E LOCAL 70	2,490.86	06/16/22		
apachreg City of Owatonna jmatejcek						
06/16/2022 09:50 Page 2						

Check Register

Check	Vendor	Vendor Name	Check	Check	BW	Check
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Number	Number		Amount	Date	Type
369008	446	IFACS	273.03	06/16/22	
369009	454	INNOVATIVE OFFICE SOLUTIONS	1,202.72	06/16/22	
369010	2720	JJD COMPANIES LLC	223,250.00	06/16/22	
369011	3465	KENDELL DOORS & HARDWARE INC	751.00	06/16/22	
369012	525	KWIK TRIP INC	210.34	06/16/22	
369013	2147	LANGER AVIATION INC	1,375.00	06/16/22	
369014	4457	LAWSON PRODUCTS	483.40	06/16/22	
369015	542	LEAGUE OF MN CITIES INS TRUST	130,228.00	06/16/22	
369016	3035	LOKEN EXCAVATING & DRAINAGE	1,457.38	06/16/22	
369017	579	MACQUEEN EQUIPMENT CO	2,494.18	06/16/22	
369018	5699	MADISON NATL LIF INS CO INC	862.13	06/16/22	
369019	584	MANKE'S OUTDOOR EQUIP & APPL	26.19	06/16/22	
369020	590	MARTIN-MCALLISTER	600.00	06/16/22	
369021	100033	MAXINE SCHROM	50.00	06/16/22	
369022	4383	MEI TOTAL ELEVATOR SOLUTIONS	847.20	06/16/22	
369023	612	METRO SALES INC	2,772.10	06/16/22	
369024	7028	METRONET	1,816.07	06/16/22	
369025	4951	MINA ADSIT ARCHITECTURE & PLAN	2,580.63	06/16/22	
369026	2158	MINNESOTA LIFE	2,365.75	06/16/22	
369027	6036	MINNESOTA SECURITY CONSORTIUM	1,500.00	06/16/22	
369028	647	MN GOLF ASSOCIATION	2,400.00	06/16/22	
369029	1724	MN NCPERS GROUP LIFE INSURANCE	496.00	06/16/22	
369030	3007	MN PUBLIC EMPLOYEES ASSOC	1,248.00	06/16/22	ACH
369031	680	MN VALLEY TESTING LABS INC	197.00	06/16/22	
369032	577	MTI DISTRIBUTING INC	259.58	06/16/22	
369033	4928	NAPA AUTO PARTS	188.05	06/16/22	
369034	721	NORTH CENTRAL LABORATORIES	2,955.64	06/16/22	
369035	727	NORTHERN SAFETY TECHNOLOGY INC	496.39	06/16/22	
369036	732	NORTHLAND FARM SYSTEMS	69.98	06/16/22	
369037	2052	O'REILLY AUTOMOTIVE INC	558.91	06/16/22	
369038	4551	OFFICE OF MNIT SERVICES	420.00	06/16/22	
369039	1759	OWATONNA COMMUNITY EDUCATION	945.00	06/16/22	
369040	755	OWATONNA FILTERS LLC	136.00	06/16/22	
369041	759	OWATONNA MOTOR COMPANY	216.22	06/16/22	
369042	1309	OWATONNA PUBLIC UTILITIES	3,575.00	06/16/22	ACH
369043	4397	PEPSI COLA OF ROCHESTER	1,767.00	06/16/22	
369044	815	PLUNKETT'S PEST CONTROL INC	254.12	06/16/22	
369045	100034	POMP'S TIRE SERVICE INC	576.72	06/16/22	
369046	1458	REINDERS INC	305.54	06/16/22	
369047	876	RENT N SAVE	2,061.15	06/16/22	
369048	3404	RICE STEELE 911 CENTER	97.50	06/16/22	
369049	100042	SABINA DEGULACION	50.00	06/16/22	
369050	4069	SANCO EQUIPMENT	171.98	06/16/22	
369051	4584	SASCS	790.00	06/16/22	
369052	924	SCHILLING SUPPLY CO	954.80	06/16/22	
369053	5887	SEW & TELL LLC	50.00	06/16/22	
apachreg City of Owatonna		jmatejcek			
06/16/2022 09:50		Page 3			

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
369054	1809	SHI CORP	1,844.51	06/16/22		
369055	5504	SPLIT ROCK MANAGEMENT INC	2,106.30	06/16/22		
369056	1935	STATE INDUSTRIAL PRODUCTS	1,246.66	06/16/22		
369057	996	STEELE CO ATTORNEY'S OFFICE	88.40	06/16/22		
369058	1009	STEELE COUNTY TREASURER	18,157.32	06/16/22		
369059	100030	STEVE & ROSANNE KLINGMAN	977.05	06/16/22		
369060	1014	STEWART SANITATION	1,628.92	06/16/22		

369061	1018	STREICHER'S INC	18.99	06/16/22
369062	100039	T & W Towing LLC	312.00	06/16/22
369063	100009	TAFT STETTINIUS & HOLLISTER LL	5,000.00	06/16/22
369064	7068	TGK AUTOMOTIVE OF OWATONNA LLC	1,241.09	06/16/22
369065	1877	THE LIFEGUARD STORE INC	1,320.50	06/16/22
369066	100032	TODD ANDRIX	24.99	06/16/22
369067	100036	TOM OGLE	50.00	06/16/22
369068	1984	TREASURY DIVISION, FINANCE	44.20	06/16/22
369069	1091	TRI M GRAPHICS	215.15	06/16/22
369070	1723	UNITED WAY	228.00	06/16/22
369071	2540	USABUEBOOK	2,927.44	06/16/22
369072	2344	UTILITY CONSULTANTS INC	2,203.66	06/16/22
369073	2121	VERIZON WIRELESS	348.71	06/16/22
369074	5724	WALBRAN & FURNESS CHARTERED	14,142.41	06/16/22
369075	1150	WASTE MANAGEMENT OF WI-MN	536.00	06/16/22
369076	100035	WATERLOO TENT & TARP CO INC	5,752.92	06/16/22
369077	3328	WESTMOR FLUID SOLUTIONS LLC	986.56	06/16/22
369078	4852	WHKS	2,485.60	06/16/22
369079	1179	ZEP MANUFACTURING CO	105.93	06/16/22
369080	7004	HOKANSON MATTHEW R	1,588.17	06/16/22

Check totals:	607,543.87
ACH totals:	4,823.00
EFTPS totals:	
Wire transfer totals:	
Payment Manager totals:	
GRAND TOTALS	612,366.87

Check totals:	607,543.87
ACH totals:	4,823.00
EFTPS totals:	
Wire transfer totals:	
Payment Manager totals:	
GRAND TOTALS	612,366.87



Ordinances



Community Development Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Proposed Ordinance 22-9: Z-347 Saia Motor Freight Line Zone Change

Purpose:

Approve the first reading of Proposed Ordinance 22-09 approving Application No. Z-347, by Saia Motor Freight Line, LLC, holder of a purchase agreement with Cheyney Owatonna LLC, a request for a zone change from B-2, Community Business District to I-1, Light Industrial District for the purpose of constructing a trucking terminal on property to be addressed 140 Alexander Drive SW.

Background:

See Attached Staff Report

Budget Impact:

None

Staff Recommendation:

Staff recommends approval of this first reading of Proposed Ordinance 22-09.

Attachments:

1. Z 347 Saia Rezoning Ordinance
2. Z-347 SAIA Rezoning Staff Report w PC

ORDINANCE NO. 22-09

AN ORDINANCE AMENDING ORDINANCE
NO. 157, OWATONNA ZONING ORDINANCE

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

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

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

1. Pursuant to Application No. Z-347 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held June 14, 2022, said application is hereby approved and the zone classification is hereby changed from B-2, Community Business District to I-1, Light Industrial District for the following described property:

Lot 1, Block 1, Mills Fleet Farm 2nd Addition, Steele County, Minnesota

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

Passed and adopted this ____ day of ____, 2022, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

June 10, 2022

To: Planning Commission

From: Community Development Department

RE: Application No. Z-347, by Saia Motor Freight Line, LLC, holder of a purchase agreement with Cheyney Owatonna LLC, a request for a zone change from B-2, Community Business District to I-1, Light Industrial District for the purpose of constructing a trucking terminal on property to be addressed 140 Alexander Drive SW.

Application Review:

Applicant: Saia Motor Freight Line LLC

Legal Description: Lot 1, Block 1, Mills Fleet Farm 2nd Addition

Existing Zoning: B-2, Community Business District

Proposed Zoning: I-1, Light Industrial District

Existing Land Use: Vacant Ag Land

Adjacent Zoning & Land Uses: North: B-2, Community Business District

South: I-P, Industrial Park

East: B-2, Community Business District

West: I-1, Light Industrial District

Report Attachments:

1. Existing & Proposed Zoning Maps
2. Location Map
3. Concept Plan

Proposed Development:

- ◆ Application No. Z-347, by Saia Motor Freight Line, LLC, holder of a purchase agreement with Cheyney Owatonna LLC, a request for a zone change from B-2, Community Business District to I-1, Light Industrial District for the purpose of constructing a trucking terminal on property to be addressed 140 Alexander Drive SW.
- ◆ This lot was split off last year in order to provide additional development opportunities.
- ◆ The 24th Avenue corridor is mainly industrial development. Commercial uses are centered along the Bridge Street corridor.
- ◆ This lot was zoned commercial because it was part of the Fleet Farm lot until it was replatted last year.
- ◆ The applicant is proposing to construct a truck terminal on the property.
- ◆ The property can fit a medium sized industrial use.

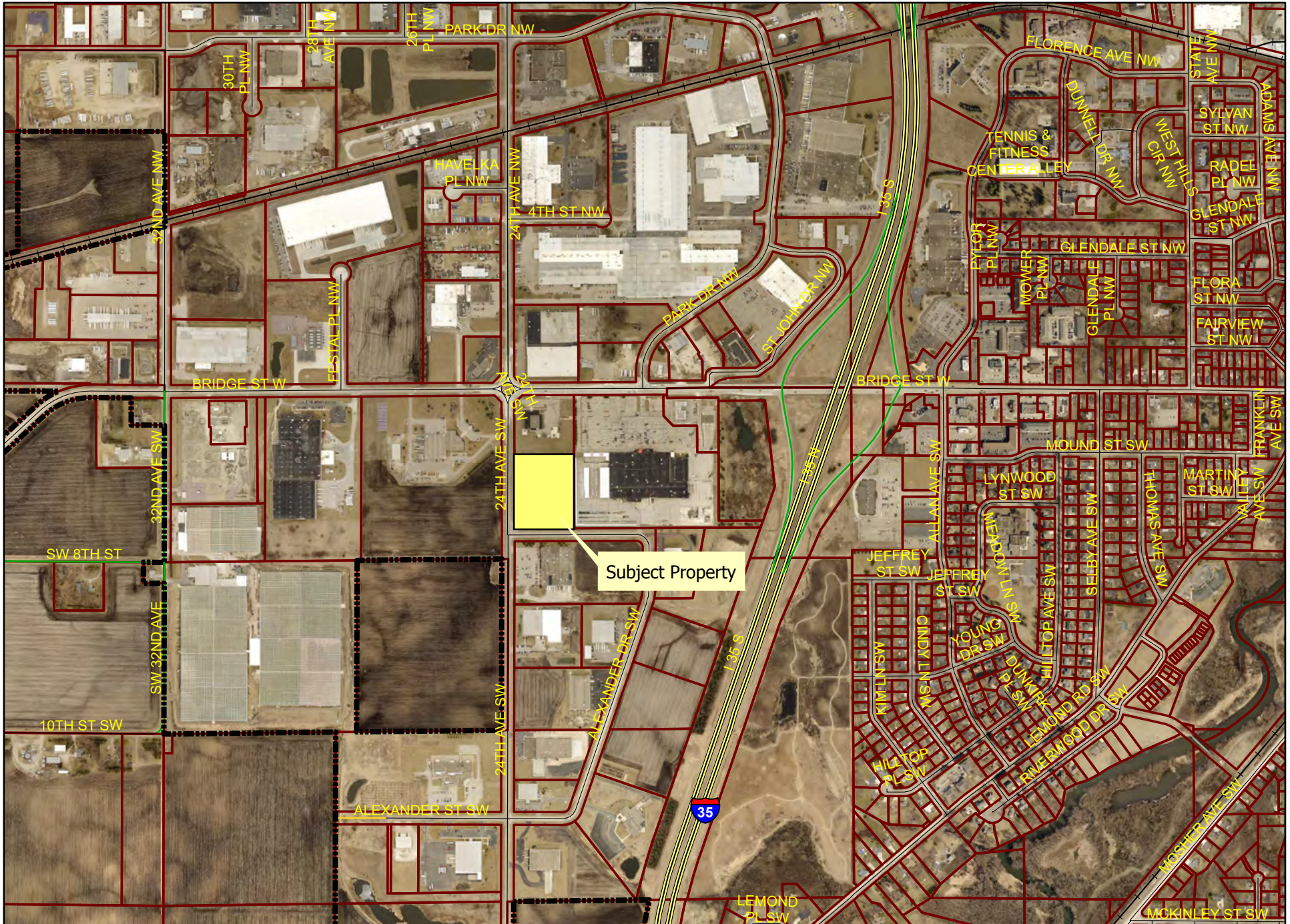
- ◆ All utilities are available to the property however they will most likely need to be extended into the site.
- ◆ Stormwater requirements will need to be met with this development.
- ◆ Access will need to be from Alexander Drive. Access points will need to be approved during the permitting process.
- ◆ This is an appropriate development for this area.

Staff Review:

Staff feels that the proposed rezoning would fit in with the surroundings and the desired use of this property as designated within the Owatonna Development Plan. Staff is recommending approval of the zone change request from B-2, Community Business District to I-1, Light Industrial District for the subject property.

Planning Commission:

Application No. Z-347, which is a request by Saia Motor Freight Line, LLC, holder of a purchase agreement with Cheyney Owatonna LLC for a zone change from B-2, Community Business District, to I-1, Light Industrial District, for the purpose constructing a trucking terminal on property to be addressed 140 Alexander Drive SW, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:33 pm. John Schulte of Jones, Haugh and Smith was present representing the applicant. He said he did the site layout plan. Public hearing closed at 5:34 pm. Eickhoff asked how much truck traffic this will add to the area. Schulte said that they expect less than 200 trucks a day. A motion was made by Wilson and seconded by Springer-Gasner to recommend City Council approval of this Zone Change Request from B-2, Community Business District, to I-1, Light Industrial District, for the subject property. All Commissioners voting Aye, the motion carried.



Z-347 B-2 to I-1

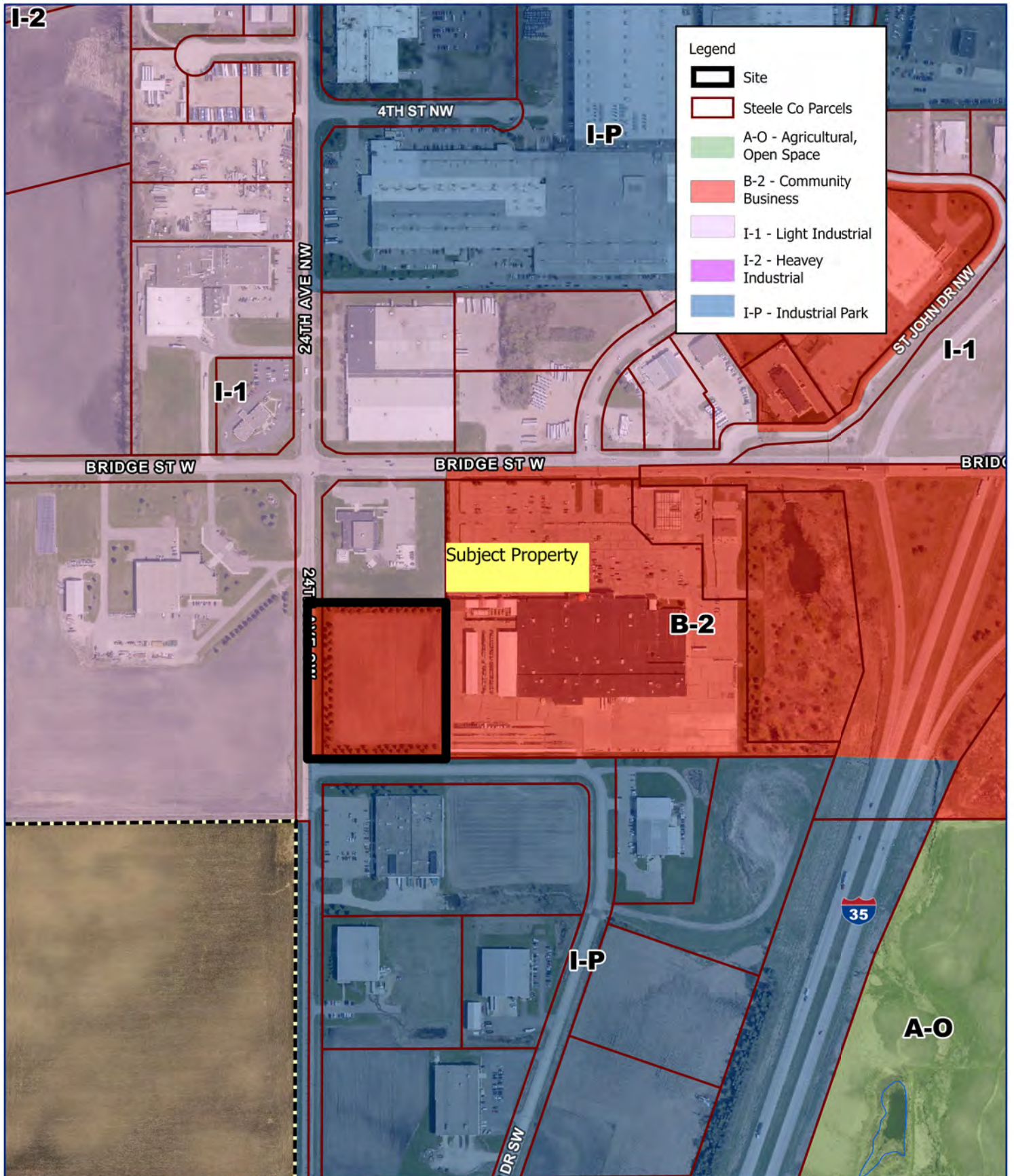
1 inch equals 1,000 feet



1:5,859

Zoning District City of Owatonna

0 1,000 2,000 3,000
Feet



June 06, 2022

Z - 347 Saia Rezoning Request Current Zoning B-2 to I-1

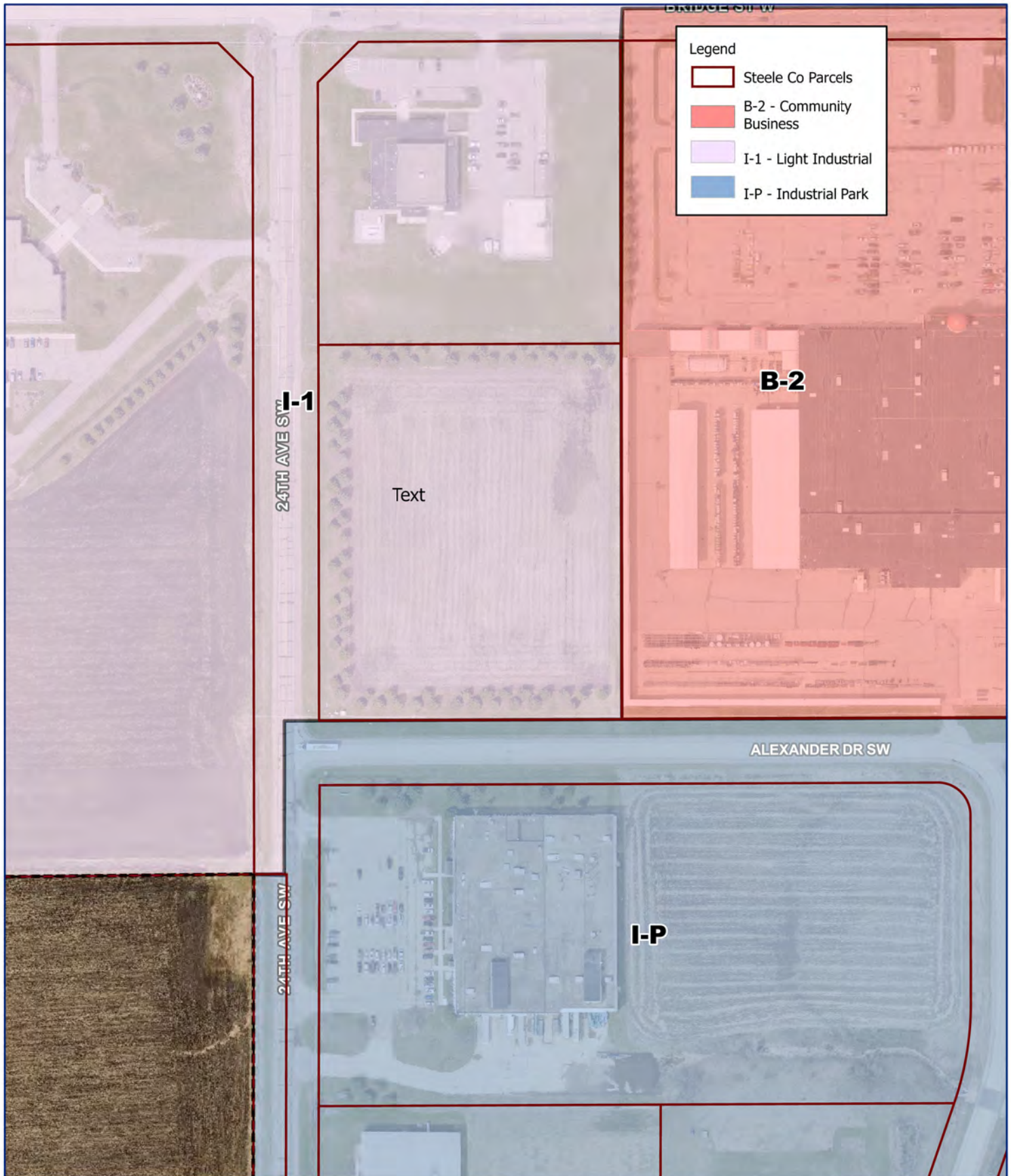
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes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



1:2,400

Zoning District City of Owatonna

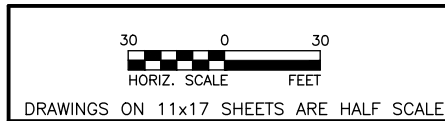
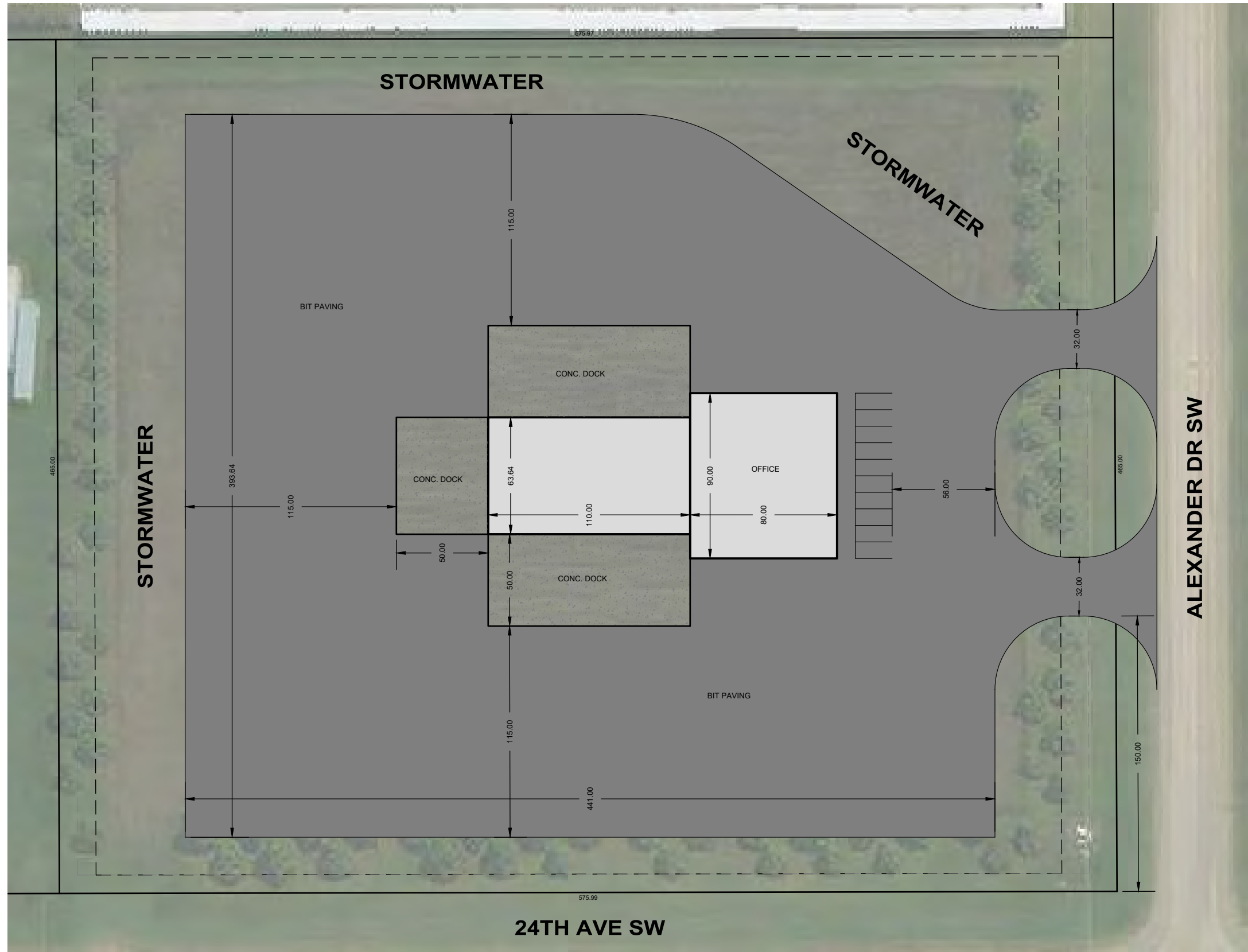
0 1,000 2,000 3,000
Feet



June 07, 2022

Z-347 Saia Rezoning Request Proposed Zoning B-2 to I-1

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



REV.	BY	DATE

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 56057-4514-598

DESIGNED: JHSS
DRAWN: JHSS
CHECKED: BAJ
Date: 5/27/22
DWG: 22-1085

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

John H. Schulte V
John H. Schulte V
License No. 44639 Date: 5/27/22

140 ALEXANDER DR SW
SAIA LTL FREIGHT
LOT 1 BLOCK 1 MILLS FLEET FARM 2ND ADDITION
SITE PLAN

SHEET
1
OF
1



Resolutions



Community Development Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Troy Klecker, Director
SUBJECT: Resolution 60-22: Purchase Property at N Elm Ave and 11th Street NE

Purpose:

City Council to approve Resolution 60-22 to purchase property at the corner of 11th Street NE and N Elm Avenue.

Background:

The City has a purchase agreement for the property at the corner of 11th Street NE and North Elm Avenue. This property consists of 4 parcels containing a total of 0.87 acres along Maple Creek. The City owns property to the south of this property as part of our flood mitigation efforts. This property is all wooded and within the floodplain. One of the lots is buildable but would need fill material to raise it up high enough. The property owner approached staff about the City purchasing the property since he has now decided not to build on the property. This would be a good property for the City to acquire to continue our flood mitigation efforts. This is also an area for a possible trail along Maple Creek. The City's Master Park plan shows a possible trail connection between the Buxton Trail and North Straight River Trail through this area. Acquiring this property keeps that trail connection a possibility in the future.

The total purchase price for all four parcels is \$11,000. There is also \$2,500 in deferred assessments on the property if the property were ever developed. Since the property would not be developed under City ownership, that amount would not be repaid to the City.

Budget Impact:

The City would purchase the property for \$11,000; CIP funds for park planning. The City will also waive \$2,500 in deferred assessments.

Staff Recommendation:

Staff would recommend approval of Resolution 60-22.

Attachments:

1. Res 60-22 Purchase Property at N Elm Ave 11th Street
2. Bosshart Property Map
3. Bosshart PA

RESOLUTION NO. 60-22
A RESOLUTION AUTHORIZING EXECUTION OF A
PURCHASE AGREEMENT FOR THE PURCHASE OF
PROPERTY AT 11TH STREET NE AND NORTH ELM AVENUE.

WHEREAS, the City intends to continue flood mitigation efforts and enhance recreational opportunities along our waterways; and

WHEREAS, Daniel Bosshart is owner of property at the southwest corner of 11th Street NE and North Elm Avenue, north of Maple Creek and legally described as Lots 5, 6, 7 and 8, Block 6, Maple Heights, and

WHEREAS, City desires to acquire the Bosshart property as legally described above, and Bosshart desires to convey the same to the City upon the terms and conditions set forth in this Agreement.

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

1. The Council hereby approves the Purchase Agreement in substantially the form attached as Exhibit A, and the Mayor and the City Administrator are hereby authorized and directed to execute the Purchase Agreement on behalf of the Council. The approval hereby given to the Purchase Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Purchase Agreement. The execution of the Purchase Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Purchase Agreement in accordance with the terms hereof; and

2. That the Mayor and City Administrator are hereby authorized to execute this Purchase Agreement and any amendments on behalf of the City of Owatonna and to execute any and all other documents and to perform all other acts and things necessary and expedient to the project.

Passed and adopted this ____ day of ____ 2022, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2022.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



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0 0.01 0.01 0.02
mi

Bosshart Property

June 16, 2022



STANDARD PURCHASE AGREEMENT

This Purchase Agreement is entered into on _____ by and between Daniel Bosshart, (“Seller”) at 200 8th Street SE, Stewartville, MN 55976, and City of Owatonna, Minnesota, (“Buyer”) at 540 West Hills Circle, Owatonna, MN 55060.

1. **The Sale.** Seller agrees to sell and Buyer agrees to purchase the property legally described as:

Lots 5, 6, 7, and 8, in Block 6, Maple Heights, City of Owatonna, Minnesota

(the “Property”) Parcel Identification Numbers: 17-165-0605, 17-165-0606, 17-165-0607, and 17-165-0608, all located at 11th Street NE, City of Owatonna, County of Steele, State of Minnesota, all of which property Seller has this day sold to Buyer for the sum of: \$11,000 (ELEVEN THOUSAND) Dollars which Buyer agrees to pay in the following manner: Earnest money of \$0.00 and \$11,000 cash on or before the day of closing.

2. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer, a Warranty Deed, to be joined in by spouse, if any, and any other necessary joint owners conveying marketable title to the Property subject only to the following exceptions: (1) Building and zoning laws, ordinances, state and federal regulations; (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision; (3) Reservation of any minerals or mineral rights to the State of Minnesota; (4) Utility and drainage easements which do not interfere with present improvements; (5) Rights of tenants, if any (must be specified on addendum); (6) Others (must be specified on addendum).
3. **Real Estate Taxes.** On or before June 31, 2022, the date of closing (the “Closing”):
 - a. Current Year. Seller and Buyer agree that real estate taxes and special assessments, if any, for the year 2022 shall be prorated as of the date of closing.
Seller agrees to pay all municipal special assessments levied and pending.
 - b. Previous Years.
All real estate taxes and special assessments from previous years have been paid in full.

- c. Subsequent Years. Buyer shall assume payment for all taxes due and payable commencing in the year 2023 and thereafter.
- d. Deferred Taxes. Any deferred real estate taxes (e.g., Green Acres) or other special assessments, the payment of which becomes mandatory as a result of this sale, shall be paid by Buyer.
- e. Pending Assessments. As of the date of this Agreement, Seller has not received a notice for any new project from assessing authorities, the costs of which may be assessed against the Property. If Seller receives any such notice after the date of this Agreement, and before Closing, Seller will provide such notice to Buyer immediately. If such notice is issued after the date of this Agreement but before closing, Buyer shall assume payment of any such assessments, and Seller shall provide for payment on the closing date of such assessments.

4. **Warranties.**

Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings, or violations of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority about a breach of these covenants. Any such notices received by Seller shall be provided immediately to Buyer.

Seller warrants that before the Closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately before the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

Buyer has/has not received a Seller's Property Disclosure Statement.

5. **Inspections.** Seller agrees Buyer may have reasonable access to the Property for any surveys or inspections Buyer deems necessary.

Buyer has the right to a walk-through inspection prior to closing to establish that the Property is in substantially the same condition as it was on the date of this Agreement. Seller agrees to notify Buyer in writing immediately if any substantive changes from any prior representations or after the date of this Agreement occur, regarding the Property's condition.

6. **Subsurface Sewage Treatment System; Private Well(s).** As required by law, Buyer has received:

- ☐ a separate well disclosure statement or a statement that no well exists on the Property, and
- ☐ a separate septic system disclosure or a statement that no septic system exists on or serves the Property.

If the property includes a subsurface sewage treatment system, Seller agrees to provide a licensed inspector's Subsurface Sewage Treatment System report or notice that the system complies with applicable regulations if required by a governing authority and/or lender.

NOTICE. A valid certificate of compliance for the Septic System may satisfy the obligation. Seller is not obligated to upgrade, repair or replace the septic system, notwithstanding its condition, unless otherwise agreed to in this Agreement.

- ☐ If checked, this Agreement is subject to a Subsurface Sewage Treatment System and Well Inspection Contingency Addendum.

7. **Possession.** Seller agrees to deliver possession not later than Closing (the "Possession Date"). All interest, city water and sewer charges, electricity and natural gas charges, homeowners association dues, fuel oil and liquid petroleum gas shall be pro-rated between the parties as of the date of closing. Seller agrees to remove all debris and all personal property not included herein from the Property before Possession Date.
8. **Title & Examination.** Seller shall, within a reasonable time after acceptance of this Agreement, surrender any Abstract of Title or Registered Property Abstract (the "Abstract") together with copies of any owner's title insurance policy for the Property in Seller's possession to Buyer. Buyer shall have fourteen (14) business days following the receipt of the Abstract to examine or retain the services of a third party to examine the title and provide Seller with written Title Objections or, at Buyer's own expense, to make an application for a title insurance policy and notify Seller of said application. Following receipt of the Commitment for Title Insurance (the "Title Commitment"), Buyer shall have ten (10) days to provide the Seller with a copy of the Title Commitment together with the Insurer's Title Objections, if any. Any Title Objections not delivered to Seller within the ten days will be deemed waived. Such waiver shall not, however, be deemed to be a waiver of Seller's covenant to deliver a Warranty Deed unless delivery of a Warranty Deed is not specified in this Agreement. Further, Buyer's purchase of title insurance is not to be deemed a waiver of the right to demand delivery of good and marketable title of record from Seller at Closing.

Seller shall use Seller's best efforts to provide marketable title by the closing date. If Seller has not provided marketable title by Closing:

- a. Seller shall have an additional 30 days to make title marketable; or
- b. Buyer shall waive title defects by written notice to Seller.

The parties may thereafter agree to extend the date of closing an additional 30 days to accommodate such efforts by Seller.

If the closing date is not extended, either party may declare this Agreement null and void, the parties shall immediately sign a cancellation or purchase agreement in confirmation, and earnest money will be refunded to Buyer. If this Agreement is voided for Seller's failure to provide marketable title, neither party shall be liable for damages.

Should Buyer wish to have the Abstract of Title updated, such cost shall be paid by Buyer.

The parties understand that this agreement for the allocation of these costs is subject to requirements of Buyer's Lender and RESPA.

9. **Default.** If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this Agreement, and on such termination all payments made hereunder shall be retained by Seller and Agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event Buyer defaults in his performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minn. Stat. § 559.21, the termination period shall be thirty (30) days as permitted by Minn. Stat. § 559.21, subd. 4.
10. **Risk of Loss.** If there is any loss or damage to the Property before the closing date for any reason, all risk of loss shall be on Seller. If the Property is substantially damaged or destroyed before Closing, Buyer may cancel this Purchase Agreement by providing written notice to Seller or Seller's agent. If Buyer cancels the Purchase Agreement, the parties shall immediately sign a cancellation of Purchase Agreement in confirmation, and earnest money will be refunded to Buyer.
11. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information about the predatory offender registry and persons registered in it under Minn. Stat. §**

243.166 can be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 642-0200 or at its website, www.corr.state.mn.us.

12. **Acceptance.** Buyer understands and agrees that this sale is subject to acceptance by Seller in writing. Agent is not liable or responsible on account of this Agreement, except to return or account for the earnest money.
13. **Dual Agency Disclosure.** If applicable, see attached Addendum. ☐
14. **Lead Paint Disclosure.** (Check one of the following)
Seller represents that there is no dwelling on the premises.
15. **Airport Zoning Disclosure.** If airport zoning regulations affect this real property, a copy of these adopted regulations can be reviewed or obtained at the office of the county recorder where the zoned area is located.
16. **Radon Disclosure.** As required by Minnesota law, the Seller has previously provided Buyer with the Radon disclosure Statement in accordance with Minn. Stat. § 144.496.
17. **Subdivision of Land.** If this sale involves a subdivision of land owned by Seller, Seller shall pay all expenses and obtain the required government approvals. Seller warrants that the legal description of the real property to be conveyed has been or shall be approved by the date of Closing.
18. **Entire Agreement** This Purchase Agreement, and any attached exhibits, addenda, or amendments signed by the parties, constitute the entire agreement between Buyer and Seller. This Agreement can only be modified in writing signed by Buyer and Seller. Buyer or Seller may be required to pay certain closing costs which effectively reduce the proceeds from sale or increase cash outlay at closing.
19. **Other.** This Purchase Agreement is subject to approval by the Owatonna City Council.

I, the owner of the Property, accept this Agreement and the sale hereby made.

City of Owatonna agrees to purchase the Property for the price and on the terms and conditions set forth above.

Daniel Bosshart Date

Troy Klecker Date

SELLER Date

THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



Miscellaneous



Public Works Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: North Cedar Streetscape Change Order No. 4

Purpose:

To receive council approval for Change Order No. 4 for the 2021 North Cedar Avenue Streetscaping Project.

Background:

Modifying the North Cedar Streetscape contract to reflect changes due to electrical discrepancies.

Budget Impact:

The contract amount will increase by \$235,000, bringing the total contract to \$4,318,238.55.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. North Cedar Streetscape Change Order No. 4

CHANGE ORDER NO.: 4

Owner: City of Owatonna Owner's Project No.:
 Engineer: I & S Group, Inc. (ISG) Engineer's Project No.: 20-24069
 Contractor: JJD Companies, LLC. Contractor's Project No.:
 Project: N. Cedar Avenue Streetscape Improvements
 Contract Name: N. Cedar Avenue Streetscape Improvements
 Date Issued: 06/08/2022 Effective Date of Change Order: 06/08/2022

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

Description: **Electrical work discrepancy. Per supplemental agreement, Work shall be substantially complete no later than July 20, 2022. Substantial completion includes all utilities, paving, unit pavers, electrical, lighting and limestone blocks. Project limits must be fully open to the public.**

Attachments: **Price Adjustment Sheet; Justification Sheet**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,059,524.35	Original Contract Times: Ph. 1 Sub. Completion: December 10, 2021 Ph. 2 Sub. Completion: June 17, 2022 Ready for final payment: July 16, 2022
Increase from previously approved Change Orders No. 1 to No. 3: \$ 23,714.20	[Increase] [Decrease] from previously approved Change Orders No.X to No. X: Ph. 1 Sub. Completion: _____ Ph. 2 Sub. Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 4,083,238.55	Contract Times prior to this Change Order: Ph. 1 Sub. Completion: December 10, 2021 Ph. 2 Sub. Completion: June 17, 2022 Ready for final payment: July 16, 2022
Increase of this Change Order: \$ 235,000.00	Increase this Change Order: Ph. 1 Sub. Completion: July 20, 2022 Ph. 2 Sub. Completion: July 20, 2022 Ready for final payment: July 29, 2022
Contract Price incorporating this Change Order: \$ 4,318,238.55	Contract Times with all approved Change Orders: Ph. 1 Sub. Completion: July 20, 2022 Ph. 2 Sub. Completion: July 20, 2022 Ready for final payment: July 29, 2022

Recommended by Engineer (if required)

By: Reese Sudtelgte

Title: Civil Engineer, ISG

Date: 06/08/2022

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

[Signature]

JJD Companies LLC

06/08/2022

Approved by Funding Agency (if applicable)

						Amount	
Line Item No.	Item No.	Item	Unit	Quantity	Unit Price	Increase	Decrease
CO #4 200	9999.999	ELECTRICAL DISCREPANCY	LS	1	\$235,000.00	\$235,000.00	

\$235,000.00	\$0.00
\$235,000.00	
N/A	

Justification For Changes:



Parks, Trails, Recreation & Facilities Department

DATE: June 20, 2022
TO: Mayor and City Council
FROM: Jenna Tuma, Director
SUBJECT: Tennis Pro Agreement - Matt Hokanson

Purpose:

Approval to renew the contract with Matt Hokanson as Tennis and Pickleball Director at the Tennis Center

Background:

Matt Hokanson started as a contracted Tennis Pro in April of 2021 with the City of Owatonna. The agreement was structured as an incentive-based revenue split with programs and a base salary. In addition, the Tennis Pro provides 15 hours a week facility coverage. This agreement expires June 30, 2022.

Before the Council is a 2-year Tennis Pro extension which includes the addition of pickleball programming and play and an increase of \$5,000 each year to the base salary and 2% increase in program revenue split.

A full review of the Tennis Center operations and Tennis Pro agreement was provided to the Council at the June 7, 2022 Study Session.

Item	Old Agreement	New Agreement
Term	1 year	2 year (July 2022-June2024)
Base Fee	\$30,000	\$35,000 yr. 1, \$40,000 yr. 2
Lessons Split	65%	67%
Court Fees	25%	25%
Membership	20%	20%
League & Tournament Fees	65%	65%
Pro Shop Revenue	100%	100%
Facility Coverage	15 Hrs./Wk.	15 Hrs./Wk
Pickle Ball Cert/Lessons & Leagues	No	Yes

Budget Impact:

This agreement provides:

- Year-one \$5,000 base increase (\$35,000) and Year-two another \$5000 increase (\$40,000).
- The contractor is responsible for all his own staff and program supplies.
- Responsible for cleaning and maintaining the courts, saving the City money on staff time to complete those tasks.
- The City will receive a percent of all lessons, leagues and tournament revenue generated by the Contractor.

There will be operational expenses to upgrade the facility for pickleball use. These expenses would include \$1500 for nets and hiring a contractor to add pickleball lines on two courts.

The contractor expense is in the Tennis Center operating budget. The increase will need to be addressed in the 2023 budget.

Staff Recommendation:

Normal 0 false false false false EN-US X-NONE X-NONE

Staff recommends to renew the contract with Matt Hokanson.

Attachments:

1. 2022-2024 Tennis Pro Contract--Matt Hokanson (signed by Contractor, Matt)

TENNIS AND PICKLEBALL INSTRUCTOR/PRO SHOP INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 21st day of June 2022, by and between the City of Owatonna, a municipal corporation, hereinafter referred to as the City, and Matthew Hokanson hereinafter referred to as Contractor.

WITNESSETH:

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

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

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

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

DEFINITIONS

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

CONTRACTOR RESPONSIBILITIES:

1. **Support Park and Recreation Department.** Contractor shall report directly to the Recreation Manager and shall provide administrative support to the Recreation Manager, including the following.
 - a. Contractor will attend meetings as required by the Park and Recreation Department.
 - b. Contractor shall make recommendations regarding any aspect of the Tennis Center operation so as to improve the efficiency of operation and increase usage of the facility.
 - c. Contractor shall give recommendations for the tennis center portion of the city's budget for the West Hills Tennis and Fitness Center.
 - d. Contractor shall give recommendations on program and facility use fees to be set by the Recreation Manager (with the exception of lessons, league, stringing fees and pro shop merchandise that are to be determined by the Contractor).

- e. Contractor shall assist the Recreation Manager to ensure coordination of programs, facilities, and budget at the Tennis Center and for coordination of programs and facilities at outdoor tennis courts.
 - f. Contractor shall provide information to the Recreation Manager regarding Tennis and Pickleball Lessons, Leagues, Tournaments, Special Events and Tennis Center use for all related marketing outlets throughout the year.
 - g. Contractor shall assist the Recreation Manager with scheduling rentals and use of the Tennis Center while following fee structure, facility use and court time use policies established by the City.
2. **Contractor's Staff.** Contractor shall be responsible in selecting staff as needed for tennis and pickleball lessons that will be employed by the Contractor. Contractor is expected to orientate staff regarding their duties, facility policies, and public relations. Contractor will be responsible for and will superintend the execution of all work covered by this agreement, either personally or through a representative. If Contractor uses a representative, the Recreation Manager shall give prior approval so as to insure the City is satisfied that the representative is competent and qualified to represent Contractor in all matters pertaining to this agreement. Contractor shall perform background checks on its employees, agents and subcontractors providing services under this agreement. The cost of the background checks will be borne by Contractor.
 3. **COVID-19 Compliance.** Contractor shall comply with and assist in the implementation of the City's COVID-19 Preparedness Plan including proper disinfection, sanitization and monitoring compliance with the plan guidelines on site. Develop and implement a COVID-19 Preparedness Plan for the youth and adult tennis programs.
 4. **Public Relations.** Contractor shall be responsible for marketing tennis and pickleball in the community and surrounding communities. Contractor shall assist the Recreation Manager to market and promote the Tennis Center so as to increase usage of the Tennis Center.
 5. **Support Tennis and Pickleball Organizations.** Contractor shall work closely with the Owatonna Tennis Association and the Owatonna Pickleball Association so as to maintain a direct communication link with the participants who have a keen interest in the West Hills Tennis Center. Contractor shall act as liaison between the USTA (United States Tennis Association), USA Pickleball Association and the City of Owatonna Parks and Recreation Department.
 6. **Tennis and Pickleball Programs.** Contractor shall conduct and shall be responsible for all youth and adult tennis and pickleball programs within the city, including the following:
 - a. Conduct group lessons for youth and adults.
 - b. Conduct private lessons as scheduled in the Contractor's discretion.
 - c. Establish tennis and pickleball leagues at various times of the day and week to accommodate patron and city requests, including but not limited to registration, collection of fees, scheduling, maintaining league standings,

- handling league problems and arranging for awards and equipment use.
- d. Organize, promote and run special events and tournaments throughout the year at various times of the day and week, to accommodate patron and city requests and be responsible for administering the events and tournaments including collection of entry fees.
- e. Offer a full spectrum of youth and adult programs at various times of the day, Sunday through Saturday, to accommodate patron and city requests.

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

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

possible customer service to the public with tennis related needs. To provide adequate level of service to the tennis community, Contractor shall be on site for a minimum of 15 hours per week, in addition to any lessons or programs being offered.

10. **Pro Shop.** Contractor may operate a Pro Shop, including stringing sales, at the Tennis Center with revenues processed through the City Point of Sale software. In the event Contractor operates a Pro Shop, Contractor shall be responsible for establishing accounts with vendors or merchandise, ordering and stocking merchandise.

CITY'S RESPONSIBILITIES:

1. **Office Space.** The City will provide the Contractor with an area for an office within the indoor tennis facility and necessary furnishings.
2. **Exclusive Right to Instruct.** The City shall give the Contractor the exclusive right to offer for-profit tennis lessons through the Tennis Center. The City shall give the Contractor the exclusive right to offer for-profit city-sponsored outdoor instruction. The City shall provide the Contractor priority access to courts in the Tennis Center to offer individual lessons, group lessons, programs and special tennis activities. Tennis instruction shall be defined as coaching, training or teaching through performing demonstrated repetitive tennis motions or drills, and/or giving direction during those repetitive tennis motions or drills, with the intent of improving and/or educating on tennis skills and techniques. Tennis instruction does not include offering of simple advice, feedback or pointers.
3. **Support of Activities.** The City will instruct the Contractor as to the correct use of all city equipment, and the proper procedures for the cleaning and/or repair of all said equipment. The City will provide the Contractor with the name and telephone number of all vendors used in the immediate past tennis season, including a brief description of the services provided.
4. **City Retains Authority.** The City will be responsible for making the decision to close the indoor tennis facility due to weather or other purposes.
5. **Equipment.** The City will provide the following equipment for use by the tennis pro: court sweeper, court scrubber, and budgeted supplies such as court nets; any items that exceed the budget or do not fit into the budgeted purposes of the facility, will be the responsibility of the Contractor.
6. **Fees.** The city will pay for the fee associated with the use of the credit card machine used for payment on lessons, programs, court use and pro shop items.
7. **Staff:** The city shall provide staff at the Tennis Center reception desk, from September through May, during peak facility use times; Monday through Thursday for 3.5 hours between the times of 3:15pm-7:30pm, Saturday for 3.5 hours between the times of 7:45am-11:45am, Sunday for 3 hours between the time of 12pm-4pm and for scheduled group rentals. For all other open facility

hours, members shall gain access into the facility through means of a keyless entry feature or it will be the Contractor's responsibility. Contractor and Recreation Manager will coordinate the appropriate times for staff to be scheduled during the peak hours.

COMPENSATION:

The City shall compensate Contractor for the following services:

1. **Tennis Pro:** For rendering the services of Tennis Pro Contractor will be paid a monthly fee of \$2916.67 from the months of July 2022 to and including June 2023 and will be paid a monthly fee of \$3333.34 from the months of July 2023 to and including June 2024. This payment will be paid to the contractor on the City's first check run of each month.
2. **Court Fees:** Contractor shall be paid 25% of court fee revenue. A Court Fee is the extra fee associated with each court use, that is in addition to membership, guest use, surcharge, rental and registration fees. A Court Fee is also the extra fee associated with select lessons and leagues. Contractor shall be paid every other week with the City's scheduled check runs.
3. **Lessons:** Contractor shall be paid 67% of lesson instruction revenue. Contractor shall be paid every other week with the City's scheduled check runs.
4. **Leagues:** Contractor shall be paid 65% of leagues revenue. Contractor shall be paid every other week with the City's scheduled check runs.
5. **Patron Memberships:** Contractor shall be paid 20% of membership revenue. Contractor shall be paid every other week with the City's scheduled check runs.
6. **Open Court Fee:** Contractor shall be paid 20% of Open Court Fee revenue. Contractor shall be paid every other week with the City's scheduled check runs.
7. **Group Rental Fee:** Contractor shall be paid 20% of Group Rental revenue. Contractor shall be paid every other week with the City's scheduled check runs.
8. **Tennis Tournaments and Events:** Contractor will be paid 65% of USTA tournament revenue after tournament expenses and/or special events, club tournaments, clinics and other events that the contractor conducts at the facility. Contractor shall be paid every other week with the City's scheduled check runs.
9. **Pro Shop:** Contractor will retain all revenues of the Pro Shop and Proshop services (such as Tennis Racquet Stringing). Contractor shall be paid every other week with the City's scheduled check runs.
10. **Facility Use:** The City will provide the Contractor and all immediate family members, who meet the established facility family membership guidelines, free use of the tennis facility for tennis and pickleball related needs.

GENERAL CONDITIONS:

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

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

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

5. **Indemnification.** The Contractor agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations, and provisions prescribed herein, and to defend, indemnify, and hold harmless the City, its officers, agents, or employees of and from all liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by the City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act of thing done or suffered or omitted to be done under the authority or supposed authority of such grant. The Contractor's indemnification obligation shall also apply to the Contractor's subcontractors, or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable.
6. **Subrogation.** In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the

undersigned parties that they do jointly and separately waive any or all right of recovery against the other insured loss occurring to the real property owned by City and personal property owned by Contractor all while located at the indoor tennis facility.

7. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood or other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. The City retains the right to cancel the tennis program at any time for reasons related to COVID-19 without liability to Contractor except for fees owed.
8. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
 - a. In the event the Contractor is adjudicated bankrupt, is in relationship, has made an assignment for the benefit of his creditors, or because Contractor's financial condition is unable to continue successful operations.
 - b. Failure of the Contractor to perform, keep, and observe any of the conditions of the contract, and the failure of the Contractor to correct the default or breach within the times specified by the Recreation Manager.
 - c. Upon mutual consent of the city and contractor.
9. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all personal property belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said personal property are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.
10. **Personal Property.** The City shall not be liable for any damage to persons or properties in the space assigned to the Contractor. The Contractor agrees that all personal property upon such premises shall be kept at the risk of the Contractor only and the City shall not be liable for any damages thereto or loss or theft thereof.
11. **Renewal.** Negotiations for a new contract will begin at least 4 months prior to the completion of the current term of agreement, with agreement of a new contract or termination finalized on or before 1 month prior to the complete of the current term of agreement.
12. **Term.** The term of this agreement is July 1, 2022 to June 30, 2024.

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

Contractor

By: 
Matthew Hokanson, Contractor

City of Owatonna

By: _____
Tom Kuntz, Mayor

and

By: _____
Kris Busse, City Administrator