



CITY COUNCIL MEETING
Tuesday, November 19, 2024 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Dotson, Burbank, Boeke,
Raney, Svenby, Voss & Schultz

PLEASE NOTE: At 4:30 p.m. there will be a Ribbon-Cutting Event for the Merrill Hall Renovations at 560 Dunnell Drive. Community members are invited to attend. Doors will open at 4:00 p.m.

At 5:30 p.m. there will be a Study Session in Chambers to review the proposed 2025 Budget and Levies and discuss the proposed cannabis ordinance. If time allows, there will be general updates on various boards and commissions.

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

1.1. Council Agenda

1.2. Mayor Kuntz

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – November 6, 2024

2.2. Minutes - Canvass 2024 City Election - November 14, 2024

2.3. Board/Commission Minutes

2.3.1. EDA Minutes - August 21, 2024

2.3.2. Airport Commission Minutes - September 19, 2024

2.3.3. HRA Minutes - September 23, 2024

2.3.4. Planning Commission Minutes - September 24, 2024

2.3.5. Planning Commission Minutes - October 8, 2024

2.3.6. Human Rights Commission Meeting - October 8, 2024

2.4. Department Reports:

2.4.1. Building Inspections Monthly Report - October 2024

2.4.2. Fire - Monthly Dashboard and Activity Report - October 2024

2.5. Licenses/Permits

2.5.1. Exempt Permit - Raffle - Ducks Unlimited Steele County - February 6, 2025

2.5.2. Event Permit - Lighted Holiday Parade - December 6, 2024

2.6. Miscellaneous

2.6.1. Facility Use Agreement - AARP

2.6.2. Parks and Recreation Fees Manual Update

- 2.6.3. Clay Liner Testing - Northridge Pond - American Engineering Testing
- 2.6.4. Geotechnical Services Agreement Amendment 2 - Vine Street Parking Lot - American Engineering Testing
- 2.6.5. 2024-2025 Sidewalk Snow Removal Agreement - From the Ground Up LLC
- 2.6.6. City-Township Annexation Agreement - Owatonna Township

3. ACTION ITEMS

- 3.1. Finance Report
- 3.2. Ordinances
 - 3.2.1. Second/Final Reading Ordinance 24-5: Update Chapter 52, Storm Water Utility
 - 3.2.2. Second/Final Reading Ordinance 24-6: Amend Section 94.079, Underground Facility Maintenance and Repair
 - 3.2.3. First Reading Proposed Ordinance 24-7, Chapter 122: Cannabis Regulation
- 3.3. Resolutions
 - 3.3.1. Resolution 119-24 Accept Bids & Award Contract - Airport Dome Hangar #10 Roof Replacement
 - 3.3.2. Resolution 120-24 Accept MnDOT Grant Amendment - Airport Dome Hangar #10 Roof Replacement
- 3.4. Miscellaneous
 - 3.4.1. Agreement - Autumn Hills Place and Cedardale Drive Life Station Electrical Panels - Integrated Process Solutions, Inc.

4. STAFF REPORTS

- 4.1. Recap Activity - Rec on the Go

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

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN



CITY OF
OWATONNA

Mayor Kuntz

Owatonna City Council Minutes
November 6, 2024 – DRAFT COPY

On Wednesday, November 6, 2024, at 7:00 p.m., Council President Schultz called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Svenby, Voss, Dotson, Burbank, Boeke, Raney and Schultz; Mayor Kuntz, Public Works Director Murphy; Finance Director Burns; Human Resource Director Thamert, Fire Chief Hoffman, Assistant City Administrator Tuma, IT Technician Specialist Enz; City Attorney Walbran; City Administrator Busse; and Administrative Coordinator Clawson.

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

Public Hearing – Proposed Assessments Unpaid Invoices Snow Removal 2023-2024

Council President advised a public hearing will be held for comments regarding proposed assessments for unpaid fees for snow removal last winter. He anticipates there will be few or no comments, the outstanding invoices were paid within the last two weeks. Public Works Director Murphy confirmed all fees for snow removal costs incurred during the 2023-2024 winter are paid.

At 7:03 pm, the public hearing opens. With no comments heard, at 7:04 Council Member Raney made a motion to close the public hearing. Council Member Dotson seconded the motion, and all members present voted aye in approval.

Resolution 112-24: Adopt Assessments Unpaid Snow Removal Invoices 2023-2024

No action taken on this resolution; all invoices have been paid.

Proclamation – DECA Week

Mayor Kuntz proclaimed the week of November 11 – November 15, 2024 as DECA Week. DECA is recognized by the United States Department of Education as a national career and technical student organization and an integral part of career and technical education. Owatonna High School is concerned with business education and training of students for productive, satisfying careers. Amanda Clubb, DECA President and members Andy Mitchell, Darian Stranksy, Finn Loveless, Joanna Haggerty, and Lexie Klecker were present to receive the proclamation. Ms. Clubb thanked Mayor Kuntz, City Council Members and their advisor, Brad Schraber, OHS Business Teacher for supporting their DECA program.

Accept Letter of Resignation – Park Board Member

Mayor Kuntz advised he received a Letter of Resignation from Park Board Member Johathan Douglas. Mr. Douglas is currently serving his second of three-year terms which

will end April 30, 2026. Council Member Boeke made a motion to accept his resignation, Council Member Burbank seconded the motion, all members voted aye. Application to fulfill the remainder of this term will be posted on the city's website.

Recommendations for Appointment - EDA

Mayor Kuntz advised applications were received and panel phone interviews completed to fill the current opening on the EDA (Economic Development Authority). He made recommendation that Brian Savage be appointed to a new six-year term to expire September 30, 2030. Council Member Raney made a motion for approval, Council Member Svenby seconded the motion, all members voted aye for approval. Mr. Savage was present and thanked the Mayor and Council for this opportunity to serve on the EDA. Mayor Kuntz then administered the Oath of Office to Mr. Savage.

Consent Agenda Items

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

- Minutes – Council Meeting – October 15, 2024

- OPU Commission Meeting – September 22, 2024

- Fire- Monthly Dashboard and Activity Report – September 2024

- Weed/Nuisance Inspection Report – October 29, 2024

- Senior Nutrition Program Lease Agreement – SEMCAC

- SEMCAC Senior Dining provides walk-in meals and deliveries to citizens of the community and surrounding communities. The organization utilizes the kitchen, a storage space next to the kitchen and an area for office space. SEMCAC pays the city a daily use fee, a percent of the monthly garbage service, and a percent of the water softener fees. To allow for efficiencies in budgeting and invoicing payments for monthly garbage service and water softener fees were eliminated in this agreement. The daily use fee was increased to off-set the amount currently being collected from SEMCAC for those services. Additionally, included in this agreement is SEMCAC being responsible for the annual hood cleaning and annual kitchen drain and drain trap cleaning service fees. The City will schedule those services and bill SEMCAC. This agreement is for a 4-year renewal, from 2025-2028.

- Facility Use Agreement – Owatonna Church of Christ

- Agreement for use of the multi-purpose room at the West Hills Social Commons for the purpose of church gathering on Sundays from 8:00 am – 9:00 am. There is no fee for use of this space during this time and pay rental fees for additional space and times.

Lease Agreement – Steele County Healthy Seniors

2025 agreement to rent 3rd Floor Office space and storage space at West Hills Social Commons. The annual rent is \$2,058 due in quarterly installments of \$514.50.

Donation – Corky's Early Bird Softball Tournament – May 2024

\$11,000 check received from Loren Dietz, Board Member of Corky's Early Softball, Inc. This year's donation will be added to the existing account for future softball field improvements or projects to enhance the softball experience for future years in Owatonna.

Photography Contract – Aaron Guzman Photography

A Commercial Photography Contract with Aaron Guzman Photography to obtain an inventory of photos that represent City services, amenities and facilities in all seasons. Current photos of City assets, services and amenities are outdated, poor quality or do not exist and photos needed for use. The contract agreement is for \$2,000.

Independent Contractor Agreement – Yoga and Pilates Instructor Denise Stewart

Independent contractor, Denise Stewart, provides yoga instruction for the City's Adult Leisure Pursuits program offerings at West Hills Social Commons and West Hills Fitness Center. The Contractor is paid 70% of the revenue for instructing the program and issued card access into the buildings, resulting in no additional City staff time for the program. This is an annual agreement, with a renewal date of January 1, 2025. Pilates classes will be added and an annual auto-renewal clause that was included to provide efficiencies in the agreement renewal process. The city provides a small storage area and manages all program registration. There are no other direct expenses.

Maintenance Agreement- City Wide – MEI Total Elevator Solutions (MEI)

The City has seven elevators and one lift within the government facilities. The Facilities Department manages each unit's annual inspections and service. Staff worked with MEI to combine all outstanding agreements into one except for the elevators at the LEC. This is a three-year agreement with a 90-day auto-renewal. This agreement includes:

- Art Center (1)
- City Hall (1) elevator, (1) lift
- Fire Hall (1) elevator
- Library (1) elevator
- Social Commons (1) elevator

This annual preventative maintenance agreement provides inspections twice yearly: for full service in the fall and inspection in the spring. The two elevators at the Law Enforcement Center (LEC) are not included, they are under a separate

three-year agreement for Parts Oil and Grease service agreement because of the age of the units and a lot of the equipment being obsolete.
Council Member Svenby made a motion to approve these Consent Agenda items, Council Member Dotson seconded the motion, all members voted aye for approval.

Finance Report

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

\$ 30,892.02	AvFuel Corp - Airport fuel for resale
20,314.34	Central Farm Service - Fleet fuel
116,942.45	Crane Creek Asphalt - Asphalt
53,833.00	Environmental Plant Services Inc - Merrill building - asbestos pay est #1
30,658.00	Hawkins - Chemicals
570,000.00	Legence Subsidiary Holdings LLC - Merrill Hall pay est #10
233,590.20	Near North Title Group - Purchase 401 Barney St
130,529.50	Nero Engineering - WWTF Upgrade & Expansion Services – September 2024
32,944.64	Owatonna Area Chamber of Commerce - August 2024 lodging tax
1,093,383.50	Rice Lake Construction Group - WWTP Expansion pay est #28
36,800.00	Right-Way Painting Inc - Merrill Hall painting
138,158.96	Southeast Service Cooperative - October 2024 health ins premiums
79,678.25	Steve James Excavating Inc - Council Chambers parking lot - \$42,650.00 - Catch basin replacements - \$21,461.00 - Vine Street alley repair - \$12,923.13 - Misc. repairs & dirt work \$2,644.12
159,367.16	Truck Center Companies LLC - 2025 Western Star 47X Plow - Street Department
80,156.25	Turfwerks - (2) Jacobson mowers - golf course
22,505.71	US Bank - Entire organization monthly credit card purchases Aug/Sept 2024
24,597.36	Vessco - Auger assembly for bar screen compactor - WWTP
1,043,193.39	Wencl Construction - 23005 Vine Street lot pay est #1 - \$291,582.55 - 24001 Street & Utility pay est #3 & 4 - \$751,610.84
<u>365,860.13</u>	Other Expenditures
\$4,263,404.86	<i>Subtotal</i>
<u>109,385.48</u>	HRA Housing Assistance Payments
\$ 4,372,790.34	Total Expenditures this period

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

First Reading Ordinance 24-5: Update Chapter 52, Storm Water Utility

Public Works Director Murphy presented the first reading of proposed updates to Chapter 52 of the City of Owatonna Code of Ordinances related to the City of Owatonna Municipal Separate Storm Sewer System (MS4) permit updating stormwater utility rates.

Timothy A. Hruska, P.E., L.S., Vice President at WHKS presented a Stormwater Utility Fee Update with detail of MS4 Pollutant Reduction Requirements, Storm System Capacity, Infrastructure Resiliency, Stormwater Utility Fee Update and recommendations. The current Stormwater Utility fee covers education and outreach, MS4 Best Practices, eight street sweeps per year and \$440,000 per year for Stormwater Improvements and Bond Payments. Items not covered within the current fee structure are maintenance, MS4 Pollutant Reduction Goals, Stormwater Program Improvements, and new Capital Improvement Projects.

The recommended rate increase will provide these stormwater improvements:

Maintenance of existing infrastructure – estimated \$200,000 additional annually

Pond sediment dredging - estimated \$283,200 additional annually

Add four street sweeps per year – estimated \$24,400 additional annually

The Stormwater Utility Fee takes three factors into account the equivalent residential unit (ERU), the intensity factor, and the current rate. The ERU is determined by dividing the parcel acreage by 0.33. The intensity factor is determined for each classification using runoff values including average rainfall totals, impervious surface percentages, and land use. The current rate is set annually by the adopted fee schedule. The current residential rate is \$4.66 per month. The proposed 5-year ERU increases are as follows:

2025 \$5.14

2026 \$5.68

2027 \$6.27

2028 \$6.92

2029 \$7.64

Owatonna's current rate is lower than surrounding cities:

Mankato (2023)	\$4.89/month	\$59 annually
Austin (2023)	\$5.50/month	\$66 annually
Waseca (2024)	\$7.00/month	\$84 annually
Faribault (2024)	\$8.75/month	\$105 annually
Rochester (2024)	\$10.30/month	\$124 annually
MN Median	\$6.29/month	\$75 annually
National Average	\$6.19/month	\$74 annually

Director Murphy commented this five-year plan will allow an opportunity to reach the city's 20-year goal. Owatonna's commercial rate is also lower than surrounding cities,

this shift is not going onto the business community. This plan does not address any future mandates; Owatonna is a MS4 which is evenly applied and regulated. As the city's population increases, there will be additional expectations for public outreach.

Council Member Dotson made a motion to approve the first reading of Proposed Ordinance 24-5, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz, No Nays, the motion carried. The second/final reading of this proposed ordinance will be held at the next City Council Meeting on November 19, 2024.

First Reading Ordinance 24-6: Amend Section 94.079, Underground Facility Maintenance and Repair

Public Works Director Murphy requested approval of the first reading of Proposed Ordinance 24-6 regarding underground facility maintenance and repair. The current ordinance specifies ownership of sanitary sewer service and cost responsibility; but does not address sump services. Sump services that are compromised within right of way can have significant impacts to infrastructure due to the mechanical pumping of water. Taking on ownership of repair and replacement within right of way will ensure a shorter timeline to correct issues and limit damage to infrastructure. Also, the financial responsibility for pavement replacement will be relieved from the property owners. This was a main factor in taking on repair responsibility for sanitary services within right of way. Amending the ordinance will provide consistency and clarification regarding ownership and cost responsibility for sump services. The City will be responsible for repairs within the right of way and will be paid for using sanitary sewer funds. Property owners will be responsible for repair costs for sump repairs on private property.

Council Member Voss asked if this happens often; Director Murphy responded yes, our sump services are fairly shallow and often in low lying areas.

Council Member Raney made a motion to approve the first reading of Proposed Ordinance 24-6, Council Member Burbank seconded the motion. With a roll call vote, voting aye were Council Members Dotson, Burbank, Boeke, Raney, Svenby, Voss and Schultz, No Nays, the motion carried. The second/final reading of this proposed ordinance will be held at the next City Council Meeting on November 19, 2024.

Resolution 113-24: Hazardous Property – 328 N Pine Avenue

Fire Chief Hoffman requested approval of Resolution 113-24 to designate the building located at 328 N Pine Ave as a hazardous building and order that the hazardous conditions be repaired. The City Fire Chief and City Building Official have determined the exterior stairs are unsafe in violation of codes and needs to be either repaired or razed pursuant to Minnesota State Fire Code Section 111.4, which provides: "The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe

conditions either by repair, rehabilitation, demolition or other approved corrective action." In the event it becomes necessary for the City to remedy the violations, the statute provides that the costs incurred may be assessed against the premises. Multiple repair requests have been made to the property owner, ViggCo II ,LLC over the last two years. City Attorney Walbran advised this resolution requires the property owner to submit plans from an accredited engineer for the repairs within 21 days from date of service and all repairs must be completed within 45 days. If the required repair is not done within this time, the city can repair, raze or remove the structure from the property at the expense of the property owner.

Council Member Svenby made a motion to approve Resolution 113-24, Council Member Boeke seconded the motion, all members voted aye for approval.

Resolution 114-24: Hazardous Property – 304 Highland Ave NW

Fire Chief Hoffman requested approval of Resolution 114-24 to designate the building located at 304 Highland NW as a hazardous building and order that the hazardous conditions be repaired. Staff has sent notices to property owner, Erin Gillespie, over the past fifteen months and several repairs were completed; however a structural repair to the front porch remains. A notice will be sent requiring engineering plans within 21 days from the date of service and repair completed within 45 days. Council Member Boeke made a motion for approval, Council Member Raney seconded the motion, all members voted aye. Council Member Boeke commented that the city's inspection process helps assure property owners and residents that properties are safe.

Resolution 115-24: Labor Agreement – Mn Public Employees Association – Patrol Officers

Human Resource Director Thamert requested approval of Resolution 115-24, staff have been in negotiations with the Police Officers. There are currently 26 positions covered under this agreement. The tentative agreement includes these proposed changes:

- Wages - General wage increase on the approved wage scale 5% effective January 1, 2025; 4% effective January 1, 2026; 4% effective January 1, 2027. Add a step to the top of the scale and remove the bottom effective January 1, 2026. Employees that have remaining steps on the wage scale will receive a step effective January 1 each year 2025-2027.
- Insurance - Monthly employer contribution towards premiums increased by \$18 (single) and \$50 (family) effective 2025; \$36 (single) and \$102 (family) effective 2026; \$26 (single) and \$72 (family) effective 2027. Annual employer contribution towards Health Savings Account increased by \$200 (single) and \$400 (family) effective 2026 and 2027.
- Shift Differential - Increase from \$0.69 to \$1.00 per hour for shifts scheduled to begin between 11:00 am and 5:59 pm. Increase from \$0.94 to \$1.50 per hour for shifts

scheduled to begin between 6:00 pm and 6:29 am.

- Holiday - Add Juneteenth holiday currently in MOU to body of contract
- MOU - Master Patrol Officer

City Administrator Busse commented city government is a service-based industry. Our employees serve our community, and we want to provide excellent service to the residents of Owatonna. This is the first time a 3-year agreement has been proposed during her tenure with the City which will save future staff time and assist when preparing annual budgets. Council Member Raney thanked staff and union stewards for working together to prepare this agreement. Council Member Schultz commented a three-year agreement will be a big help when working through the next budget preparation, there won't be so many unknowns. Council Member Voss made a motion for approval, Council Member Dotson seconded the motion, all members voted aye in approval.

Resolution 116-24: Labor Agreement – MN Public Employees Association – Sergeants

Human Resource Director Thamert requested approval of Resolution 116-24, staff have been in negotiations with the Police Sergeants, there are currently 8 positions covered under this agreement. The tentative agreement includes these proposed changes:

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- Wages - General wage increase on the approved wage scale 5% effective January 1, 2025; 4% effective January 1, 2026; 4% effective January 1, 2027. Add a step to the top of the scale and remove the bottom effective January 1, 2026. Employees that have remaining steps on the wage scale will receive a step effective January 1 each year 2025-2027.
- Insurance - Monthly employer contribution towards premiums increased by \$18 (single) and \$50 (family) effective 2025; \$36 (single) and \$102 (family) effective 2026; \$26 (single) and \$72 (family) effective 2027. Annual employer contribution towards Health Savings Account increased by \$200 (single) and \$400 (family) effective 2026 and 2027.
- Shift Differential - Increase from \$0.69 to \$1.00 per hour for shifts scheduled to begin between 11:00 am and 5:59 pm. Increase from \$0.94 to \$1.50 per hour for shifts scheduled to begin between 6:00 pm and 6:29 am.
 - Holiday - Add Juneteenth holiday currently in MOU to body of contract
 - MOU - Master Sergeant

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

Resolution 117-24: Revised Personnel Policy Manual

Human Resource Director Thamert presented Resolution 117-24 for approval of the new revised City of Owatonna Personnel Policy Manual. The City of Owatonna and its legal counsel have developed and completed a new and revised Personnel Policy Manual for the City of Owatonna and its employees, to remain in compliance with all applicable state, federal, and local laws. The council and employees have been involved with these pending updates. Council Member Dotson made a motion for approval, Council Member Burbank seconded the motion, and all members voted aye for approval.

Compensation Adjustments – Non-Union Employees

Human Resource Director Thamert recommended the same wage and benefit adjustment for the non-union employees to maintain consistency and fairness. A summary of the proposed changes are as follows:

- Wages - General wage increase on the approved wage scale 5% effective January 1, 2025; 4% effective January 1, 2026; 4% effective January 1, 2027. Add a step to the top of the scale and remove the bottom effective January 1, 2026. Employees that have remaining steps on the wage scale will receive a step effective January 1 each year 2025-2027.
- Insurance - Monthly employer contribution towards premiums increased by \$18 (single) and \$50 (family) effective 2025; \$36 (single) and \$102 (family) effective 2026; \$26 (single) and \$72 (family) effective 2027. Annual employer contribution towards Health Savings Account increased by \$200 (single) and \$400 (family) effective 2026 and 2027.

Currently, 94 positions are non-union, 24 are at the top of their scales.

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

HealthiestYou Service Agreement

Human Resource Director Thamert advised HealthiestYou by Teladoc is a mobile virtual care app providing convenient access to high quality everyday health care services via phone or video. HealthiestYou provides a comprehensive suite of healthcare services including general medical, expert medical services, mental health, back care, dermatology, and nutrition. It is an affordable way for the City to enhance convenient care options for employees enrolled in the City's medical insurance. The cost to implement this HealthiestYou agreement in 2025 will be \$13,800. Council Member Voss asked if usage would be tracked and information available to review return on the investment. Thamert responded, no specific individual information would be provided but aggregate information will be available to share. Representatives from HealthiestYou and our company plan to meet with our employees on use of this program. Council

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

STAFF COMMENTS

Public Works Director Murphy commented that the new MBR Building has been fully facilitated into the process at the Wastewater Treatment Plant. This is a big step in the project with use of the newer technology. The project is approximately 84% complete and on track to be completed next summer. The 2024 Street & Utility project is done with the exception of some yard repairs. The Vine Street Project should have asphalt down by the end of this week with plans to open on November 15th; landscaping will be completed in the spring.

Fire Chief Hoffman commented there have been some recent structure fires, fortunately there haven't been any injuries, but this is a good reminder to check your smoke detectors to be sure they are working properly. He has been working with Human Resources to fill some open positions and they are getting close to completing this process.

Human Resources Director Thamert commented she has been busy with the labor negotiations and policy manual updates presented for approval during tonight's meeting. Over the last several months, HR Staff has completed conversion of personnel files to digital records, so these records are now completely paperless. The city's core values and purpose statement have been embedded into the performance management review process. She has been busy with interviews and believes several key positions will be filled before the first of the new year.

PUBLIC COMMENTS

Mark Breon, 1223 8th Avenue NE congratulated Council Member Voss on being reelected to serve as Council Member at Large. He was honored to run beside and grateful for those who voted for him and thanked those who encouraged and supported him during his campaign.

Melissa Zimmerman, 2525 Stony Creek Drive commented that motorists must slow down and be more attentive to the pedestrian traffic. This year, there have been six pedestrian/vehicle incidents within the city. A hit and run last Monday on Highway 45 took a life, a young child was hit on Rose Street this summer, there was an incident in Moorehouse Park, and a bicyclist was hit yesterday in the Hy-Vee parking lot. Traffic on the proposed East Side Corridor Project on 29th Avenue will be too close to existing homes and children playing outdoors, please take action to protect our neighborhood. The study completed contains skewed information and favors a biased choice. Alternative 4 wasn't explored, this route would disrupt one farm. Is one farmer's land more important than all of our homes? We need infrastructure that will be safe for the community's future.

Gary Jones, 995 Ridge Road, commented he encountered several upset disc golfers on October 23rd. They were not expecting bow hunters in their park area. The disc golfers have helped keep drug activities out of the park and shouldn't have their park used for deer management. The city owns eight parcels, approximately 95 acres on the north side of 26th Street which bow hunters could use three weeks before rifle season opens, everyone would be happier.

Kurt Welker, 2045 Deer Trail Road commented housing is a priority in the city's 2050 Comprehensive Plan, because there is a current lack of housing. There have been 15 building permits issued this year for single-family homes; the study says there should be 100. The city should limit excessive regulation, promote skills in the skilled trades, alleviate prohibiting roadblocks and allow builders to build. In March we received information about a program for developing new lots but haven't seen any progress on this, we need somebody to get things done which will allow builders to build.

COUNCIL COMMENTS:

Council Member Raney congratulated Council Member elect Don McCann, Mayor elect Jessop, and Council Member Voss on his successful re-election campaign. He believes elections are challenging and thanked his wife, his supporters and residents of Ward 4 for their votes allowing him another four years to represent them within the city and represent the city at the state level. This council is not a board which ducks challenges, we want to place things for the good of residents 50 years from now and then asked everyone to slow down, give pedestrians the opportunity to cross the street safely.

Council Member Voss also thanked all the candidates for putting their names on the ballot. He also thanked the voters for re-electing him, he is humbled and honored to serve them and encouraged anyone to call him when they have any questions or concerns.

Mayor Kuntz congratulated winners of our city's elected offices: Matt Jessop, Mayor; Doug Voss, Council Member at Large; Don McCann, Council Member – Ward 2 and Kevin Raney, Council Member – Ward 4. He thanked everyone for attending tonight's meeting, several other candidates have attended recent meetings, and it has been encouraging to see the interest in our Council Meetings.

Council President Schultz also congratulated the election winners; Don McCan will begin representing Ward 2 after the first of the year. He then thanked everyone for attending tonight's meeting.

At 7:47 p.m., Council Member Dotson made a motion to adjourn, Council Member Svenby seconded the motion, and the meeting ended.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator

Owatonna City Council Minutes

The Owatonna City Council met Thursday, November 14, 2024 at 9:00 a.m. in Chambers. Council President Schultz called the meeting to order and welcomed everyone in attendance. Present were Council Members Raney, Svenby, Burbank, Boeke and Schultz, City Administrator Busse and Administrative Coordinator Clawson. Council Members Dotson and Voss were unable to attend.

Following the Pledge of Allegiance, Council Member Svenby made a motion to approve the agenda as presented. Council Member Burbank seconded the motion, all members present voted aye in approval.

The Abstract of Votes Cast for City Offices in the 2024 General Election held Tuesday, November 5th received from the Steele County Property Tax and Elections Office was reviewed:

<u>OFFICE</u>	<u>CANDIDATE</u>	<u>TOTAL VOTES</u>
Mayor	Jason Bastyr	1,456
	Don Rooks	3,351
	Matt Jessop	6,085
	Donald Kramer	1,546
	Write-ins	129
Council Member at Large	Marc Boyett	909
	Mark Breon	1,788
	Jospeh "Joe P" Petersen	2,640
	Douglas D. Voss	6,272
	Write-Ins	92
Council Member – Second Ward	David Gerhartz	463
	Andi Arnold	959
	Don McCann	1,039
	Write-Ins	12
Council Member – Fourth Ward	Kevin Raney	1,573
	Gordon Henricksen	775
	Write-Ins	14

Administrative Coordinator Clawson presented Resolution 118-24 to declare these candidates elected in the 20240 General Election for the respective terms listed:

Mayor	4-year term	Matt Jessop
Council Member - At Large	4-year term	Douglas D. Voss
Council Member – Second Ward	4-year term	Don McCann
Council Member – Fourth Ward	4-year term	Kevin Raney

Council Member Raney made a motion to approve Resolution 118-24, Council Member Burbank seconded the motion; all members present voted aye for approval.

Council President Schultz thanked everyone for attending the canvass. At 9:05 a.m., Council Member Svenby made a motion to adjourn, Council Member Burbank seconded the motion, all members present voted in favor and the meeting was adjourned.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board Commission Minutes

**EDA
Minutes
August 21, 2024**

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

Approval of Minutes. Commissioner Boeke moved approval of the minutes of the July 17, 2024 meeting with second by Commissioner Cowell. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for July. He said that second half contract payments have been paid.

Loan Report. OABDC Director Sean Williams presented the loan report for July. He said that all loans are current.

OACCT / OPED Report. Community Development Director Troy Klecker said that OPED is focusing on Riverland. They are trying to get their attention with the hopes of doing more at the Owatonna site. The Riverland Owatonna dean, Matt Bissonette, joined the group to discuss plans for the campus. MNSCU is such a big system that it's hard to change anything, but they are working at it. The new President is coming in a few weeks. There have been a couple of Real Estate Journal Events. Chamber Director Brad Meier and Community Development Manager Greg Kruschke have attended and made some good connections. There was a golf tournament on Monday where they were stationed at a hole. 160 people came through.

OABDC Report. OABDC Director Sean Williams presented the OABDC report for July. He said they are executing an agreement for their software studio and will be able to serve at least 60 entrepreneurs directly across southeast Minnesota and more online after the fact. That was part of their Deed grant, and they are super excited about that. They put out an RFP for a maker space as part of the grant. That did not go as planned and he will have more information at the next EDA meeting. They started their monthly business owners connect up, which is basically entrepreneurs helping entrepreneurs. They had 11 participants show up for the first meeting. It's the second Thursday of every month at Torey's. They are doing their next round of Co.Starters this fall and offering both a Spanish and an English cohort. They also had a Co.Starters Workshop and four entrepreneurs participated. As far as the Center goes, they are up over twice what they had last year. They have three consultants working with entrepreneurs. As far as manufacturing and office space, they have a lease drafted for a new tenant that will put them over their budget numbers. They're a new manufacturer here in town and are leasing an office and manufacturing space, which is exciting. Voss said he senses some excitement over the software studio. He asked if there was a drop dead on the maker space. Williams said that are at a drop-dead point with this RFP. They are either going to have one of they're not. Cowell asked if the Library still has their maker space. Klecker said they have the equipment, but he's not sure

how operational it is. Williams said he will ask them. He said that they have paperwork out to Walbran on Forgivable Loans.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for July. Cemstone has taken down the plant on the east side. He is still talking about them using the east side on a temporary or permanent basis. The reason they haven't started building the new building is they haven't figured out their plan for retail sales. They are investigating several options. Our development agreement with them ends in May of next year. The City owns 224 Cedar Avenue North again and will continue to market it. There have been a couple parties interested in 117 Bridge Street West. The Riverfront project is moving along well and 11 of the units are leased. Mineral Springs Brewery's area is almost entirely enclosed. Scooter's Coffee is running into a little snag on their financing and it will be reappraised. They are still planning to build. Foamcraft is nearly done and a final inspection is scheduled. There is a closing date set for August 29 for the State Avenue lot.

New Business:

Interior Forgivable Loan – 114 Cedar Avenue North (Tone Music). Andy Cowell abstained from this discussion and motion. Cochran said that Mara Schack, owner of Tone Music (the business but not the building), applied for an interior forgivable loan. She has a lesson room in the lower level, but she would like to put a lesson space on the main floor so that it is accessible for anyone. The interior is \$4,575, so almost \$10,000 total for that project. She's submitted everything she needed and is almost ready to put in an exterior application as well. Voss asked if there was a difference because she's a tenant and not the owner. Do we need any participation from the building owner? Klecker said no. The stipulation is that the business stays there for five years. If not, it needs to be paid back at a prorated rate. Cochran said it will be two practice rooms. She said that Jerry, the building owner, is very much for everything she is doing. Raney asked if there was any paperwork. Lisa said she has it, but they have never sent it to the board before. Williams said that her financials checked out. Klecker said this is how it's set up. Lisa said they wouldn't bring it to the board for approval if financials didn't check out. Voss said they've had very few loans that didn't use the whole amount.

Klecker said that Urban Loft is going out of business and that loan was just approved. Williams said if it's the building owner, as long as they own the building, the loan is still good. He will double check. Cochran said that the loan was to Chris Prohaski.

A motion was made by DeVinny and seconded by McDermott to approve an interior forgivable loan for a total of \$4,575. With Cowell abstaining, all Commissioners voting Aye, the motion carried.

Schedule Next Meeting. The next EDA meeting is scheduled for **September 18, 2024** at 4:00 pm. in Charles S. Crandall Center – Meeting Room at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner DeVinny and seconded by Commissioner Cowell to adjourn the meeting at 5:25 pm. All Commissioners voting Aye, the motion passed.

Airport Commission Meeting Minutes
September 19, 2024 – Charles S. Crandall Center – Meeting Room, City Hall
“DRAFT”

1. Call to Order

Chair Thurnau called the meeting of the Airport Commission to order at 8:00 am.

2. Roll Call

Commissioners Attending

Madeleine Haberman	Commissioner
Greg Krueger	Commissioner
Tim McManimon	Commissioner
Dave Purscell	Commissioner
Daren Tarpenning	Commissioner
Matt Thurnau	Chair

Commissioners Absent

Anthony Louris	Vice Chair
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Staff Attending

Dave Beaver	Airport Manager
Kristen Kopp	Sr. Administrative Technician

Visitors Attending

Melissa Underwood	SEH, Inc.
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3. Approval of Agenda

Commissioner Tarpenning made a motion to approve the agenda and Commissioner McManimon seconded the motion. All Commissioners voting Aye, the motion carried.

4. Minutes

Commissioner Krueger made a motion to approve the minutes from the July 18, 2024, Airport Commission meeting and Commissioner Haberman seconded the motion. All Commissioners voting Aye, the motion carried.

5. Action Items

Chair Reports

Chair Thurnau thanked everyone involved in the Civil Air Patrol Breakfast.

Staff Reports

Airport Manager Beaver said the Civil Air Patrol Breakfast was a success. There was a good turnout and there were no concerns or safety issues. Beaver presented the fuel numbers,

which are up from last year. There were 13 minor items called out on the State 5010 Inspection and they are working to resolve them. The annual MALSR inspection is due in October. It's all working well and passing flight checks with FAA, it's just something we have to document with a third-party inspection. They're working on grant closeouts and the City budget for 2025. He said that he is looking into updating the airport handbook as discussed at the last meeting in July. The operating budget is fine and there are a couple extra projects they're trying to fit in. There was some discussion about the card reader. Beaver said that it was down for a few days recently and it was due to a third-party security certificate that had expired. Replacing the card reader is (tentatively) in the 2025 budget. Beaver said that he is working with Pappe as he would like the same card that opens the gate to be used at the fuel pump for the base tenant fuel discount. Beaver said he's been entering tenant information onto the cards, but they haven't been able to print the cards yet. Century Fence has submitted their final pay request.

2024 Airport Projects Update

Airport Manager Dave Beaver thanked SEH for their work on the runway concrete repair. He said that the T-38 restoration should be completed in October. City Council approved the work order for the dome hangar roof replacement and it will be out to bid in the next couple of weeks. Melissa Underwood, SEH, said they have been working on the next three to five years. Their goal is to meet with MnDOT and the FAA next month. There was discussion about future CIP projects

6. Adjournment

The Airport Commission meeting was adjourned at 8:50 am.

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on SEPTEMBER 23, 2024

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:03 p.m. in the Crandall Small Conference Room by Chairperson Olivo.

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

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

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. He gave an update on apartment projects. Westlake Meadows' third building is opened up. Their last two buildings are under construction. One will open in November 2024 and the last in February 2025. Ascend is planning to open in January 2025. There are 11 units pre-leased and construction is going well. There is a public hearing coming up at the October 15 City Council meeting to use TIF on this project. It will be 73 units, 20 of which will be affordable. They would probably start construction in Spring 2025. They are going through a couple of zoning approvals for the height of the structure and replating the property. There will be a public hearing at the October 8 Planning Commission meeting. They should hear if Eastgate II has been awarded tax credits by the end of the year. That will be 60 units of senior housing and would probably not start until 2026 if tax credits are awarded.

Community Development Director Klecker said that the United Way has applied for tax credits and received \$300,000 to put toward purchasing land for affordable housing. They intended it for a different project, but that project fell through. They are now looking at the single-family lots that the HRA owns on and near Partridge Avenue. There is a way to get 10 lots with a cul-de-sac. In order for the houses to be considered affordable, they would have to be sold at no more than \$250,000. The houses would be ramblers with a two-stall garage and unfinished basement. The United Way would purchase the lots from the HRA with their \$300,000 grant. Because this is a Federal grant, this project requires an Environmental Assessment Worksheet (EAW). The idea is that the HRA would fund the EAW, which could cost as much as \$20,000. The EAW is the first step needed before the grant funds are paid out, but the HRA could recoup this with the purchase price of the lots. With that purchase money, the HRA could also fund the infrastructure, including constructing the cul-de-sac, platting the property, and doing some stormwater work. Klecker said we are talking with Mohs Homes on a house design they could get done for \$250,000. It might not just be one entity building these houses—there might be a way that we'd have a variety of entities building houses. Habitat and Three River Action Council could do some. He said that there has been some discussion of a land trust, but that complicates things. He likes to keep things simple. He said he would like the houses to fit in the neighborhood. Klecker asked if the HRA was willing to upfront the cost of the EAW which would be in the \$20,000. A motion was made by Fiske and seconded by Schultz to approve the use of HRA funds for the Environmental Assessment Worksheet for the Partridge Avenue lots. All Commissioners voting Aye, the motion carried.

Community Development Director Klecker gave an update on the Housing Trust Fund. He said that he serves on the Housing Trust Fund Committee, and they've discussed making the dollars revolving to sustain the program for a long time. They discussed using the ten vacant lots in Colonial Manor Mobile Home Park by constructing permanent units that could be rented out. They applied for two grants and were rejected. Karina has asked the County to assist in this project. Klecker said that he will be speaking to the County Board the following day to talk about the HRA's goals and involvement.

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 July totaled 107. Total year to date assistance and administration

costs were \$653,696.47 and revenues were \$658,318.24. The Housing Choice Voucher Program fund balance at August month end is \$173,723.98. The HRA Revenues year to date total is \$327,244.42 and the expenses total \$317,901.62. The HRA General Fund balance is \$686,296.91.

Madkour said that one of his clients passed away and there are two new clients. Two more Mainstream—35/40 are filled. A bunch are out shopping for units. There are a total of 29 people searching for housing. There are four people on the Bridges program who will be moving in at the end of the month.

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

Other Business: Madkour said that they have to do a five-year plan per HUD. We're not required to do an annual plan that bigger HRAs do. He read a letter... The plan is due October 16.

Adjournment: There being no further business, a motion to adjourn was made by Dotson and seconded by Fiske. All Commissioners voting Aye, the motion carried. The meeting adjourned at 5:17 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager

OWATONNA PLANNING COMMISSION MINUTES FOR SEPTEMBER 24, 2024

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Crandall Center – Chambers with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Kelly Rooks, Rachel Springer-Gasner, John Eickhoff, Nick Peake, and Dave Effertz. Commissioner Mark Meier was absent. Community Development Manager Greg Kruschke and Senior Administrative Technician Kristen Kopp were also present.

A motion was made by Wilson and seconded by Springer-Gasner to approve the minutes of the regular meeting of August 27, 2024. All Commissioners voting Aye, the motion carried.

Imagine Owatonna 2050 Comprehensive Plan was presented by Community Development Manager Greg Kruschke. Phil Carlson with Stantec was also present. Kruschke said that the comments that were emailed to him have been printed and provided to the Commissioners. Phil said that they've been working on this for a year and a half. The final draft has been online and tonight is the opportunity to officially wrap it up. The Planning Commission's task is to hold a public hearing and make a recommendation to City Council. He said that he went over a summary of the plan during the Open House prior to the meeting tonight. Public hearing opened at 5:33 pm. No comments were made regarding this. Public hearing closed at 5:34 pm. Eickhoff said he appreciated this process—it's a big step for the community. He thanked Stantec for their help in putting this together and is in support of it. Effertz asked if there were any concerns or anything high level in the comments that Kruschke received. Kruschke said that there are some opinions in there. Comments are noted in the plan. If the Commission feels strongly enough to change anything, they can. Phil said that the Comprehensive Plan should not just sit unchanged for the next ten or twenty years. He recommended that they look at it at least once a year, and they may make changes. That's what it's there for—it's your plan. Peake said he appreciates the fluidity of the document. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of the Imagine Owatonna 2050 Comprehensive Plan. All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke said that the Council approved the parking recommendations on the Vine Street Parking Lot.

Community Development Manager Greg Kruschke said that they will be a public hearing the preliminary plat of Aire Apartments Addition as well as a related CUP and redevelopment TIF on October 8.

Community Development Manager Greg Kruschke formally thanked the Planning Commission for all of their work on the Comp Plan. He appreciates the extra time that they've put in and their willingness to work on it. It's a big step for the community. He also thanked Phil Carlson for his guidance through the process.

A motion was made by Springer-Gasner to adjourn and seconded by Wilson at 5:39 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

OWATONNA PLANNING COMMISSION MINUTES FOR OCTOBER 8, 2024

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Crandall Center – Chambers with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Kelly Rooks, John Eickhoff, Nick Peake, Rachel Springer-Gasner and Dave Effertz. Commissioners Mark Wilson, and Mark Meier were absent. Community Development Director Troy Klecker and Administrative Technician Nikki Callahan were also present.

A motion was made by John Eickhoff and seconded by Dave Effertz to approve the minutes of the regular meeting of September 24, 2024. All Commissioners present voting Aye, the motion carried.

Preliminary Plat of Aire Apartments Addition, which is a 3.5± acre tract of land zoned B-2, Community Business District, requested by Darrin Stadheim, Stadheim Properties of Owatonna, LLC, and located at 525 & 605 Hillcrest Avenue, was presented by Community Development Director Troy Klecker. (Refer to report on file.) Public hearing opened at 5:38pm

1. Dr Mark Magnus and Dr. Kelli Iceman – 803 E School St
Their property abuts the development to the North. They have reviewed the plans for the Aire development. The existing and proposed drainage plans verify that the overland drainage path where it discharges toward Hillcrest Avenue, currently is located on the Aire development property. To accommodate the new parking area the developer is proposing to shift the overland drainage path onto our property. We would like to emphasize that we are not in favor of this encroachment onto our property and believe that the overland drainage path should remain on the developers property. We have contacted the developer to voice these concerns and we remain open to a solution that will not adversely affect our property or his. I urge the zoning board to take these concerns into consideration when reviewing the development plans to protect our property rights and ensure responsible development.
2. Michelle Merxbauer - 710 Bixby Rd. – Her concern is the apartment building is taller than most apartments in this town. This is zoned B-2 and this is pocket zoning. The rest of the neighborhood is residential. This new apartment is equivalent to the size of the hotel downtown or the apartments downtown- The Pearl. The 4-story building will change the look and feel of the current neighborhood. Housing is important and 73 units is appropriate and an asset to our neighborhood. She does not feel the 4 story building fits in with our community and neighborhood.
3. Eric Merxbauer- 710 Bixby Rd - His concerns are with the rain. In 2007 and 2010 they had 18 inches of rain that flooded. He has worked with the city and county and engineers and realized that when the highway was built the drains were put in too small. When we get rain that is more than 1 inch the highway floods and people drive through water. We had a valve put in to stop the water from backing into their yards. But when the highway fills up they had to shut the valve off . In 2010 they had to work on putting in a culvert across the highway to relive the extra water that was pooling. He is concerned that by putting in this apartment and parking lot that it will cause more back up of water draining into their yard. He wants to know if there has been a study done to make sure that is not going to happen. On the south end of town he stated there has been a lot of flooding where we have had to go back in and rework it so that it doesn't flood. He is concerned with the large parking lot being put in at the apartments is going to cause problems that we are not ready for.

4. Peter Moothart– 737 Phelps St. When they moved here in 1987 it was quiet. The proposal changes that. It will be busy on Hillcrest and Phelps. The neighbors are not opposed to an updated building but to go from 1 story at 25 units to 4 stories at 73 units is excessive. The other apartments in the area are 2 or 3 stories. We will have an extra 100 cars on our street between Phelps and Hillcrest. Kids will have to be careful with bikes and balls. Why was this designed with the access on Hillcrest and Phelps; why not keep access on School Street? He is concerned the unique tree will be cut down in order to make the driveway entrance and exit. He would like to know if we have considered the following:
 - Reduce light and noise pollution by adding a fence along Hillcrest. 4 trees are not going to do that. An example of a responsible business is Fareway. They added landscaping to minimize the light pollution from the back entrance and exit.
 - How will this affect our property values? They have put an awful lot into their house and they would hate to lose what they put in.
 - I hope you looked at the proper infrastructure so that we don't have issues like we have had on the south end. He is also concerned about the parking with 130 stalls. He is concerned the visitors will be parking on the streets.
 - He is disappointed in the proposal but thanks us for listening to his concerns.
5. Tim McManimon - His family was the former owner of the Hillcrest Building. They looked at the future of the property and it is an important corner going forward. This street is a main connection from downtown highway 14 and the new High School. They looked at how to utilize this extra space and the research they did lead them to find a developer to use this property to its full potential. The Modern Aire was deteriorating so the next steps were to contact Darrin. They chose him to take on the development of this land for residential housing. These new apartments create 73 new homes for different income levels and brings diversity to this area. Tim feels strongly about Darrin meeting all the requirements to making this successful. Studies show the runoff is less than what it is today. He understands the concerns but the accountability is shown in the requirements. He has no doubt that the owners of the property will abide by the requirements and make it great.
6. Sandy Northman - 720 Bixby Her main concerns are water and traffic. She believes units are needed but it doesn't take much rain to fill the culvert with water. She is also concerned with traffic and the high school. Traffic speeds go up to 50 mph after Jaycee Park so she is concerned with the extra cars and traffic with the apartment at those speeds.
7. Darrin touched base on the concerns. There will be some fine tuning to do with the final plans on the grading. They are not maximizing the space with the 73 units. They are trying to maximize the feasibility of the project. They had to get the approval for the 4 stories which is a concern for some. Looking at Owatonna's future, there will be 4 and 5 stories apartments. They decided on 4 stories instead of 3 to keep the building smaller and allow more parking. They are eliminating 3 means of egress which was driven by Steele County. By their standards they are reducing the traffic flow. Another concern was property values. Darrin believes this project will increase property values.

Public hearing closed at 6:01 pm

Kelly Rooks asked if they commissioners had any questions or comments.

John Eickhoff thanked all those who spoke and voiced their concerns. John had further questions about how far the water is going onto the doctor's property.

John Schulte – engineer at Jones, Haugh and Smith stated the doctor's concerns are referring to the low spot on the empty lot is being filled in. They will be building the parking lot over the low spot. With the parking lot going in there, the water will be redirected to the SE storm water pond. The parking lot will be right up to the property line so the low ground will fill in and the water will be displaced onto their property. They are aware of the concern and will work on some grading on their property.

John Eickhoff asked if this will improve flooding or make it worse on Hillcrest.

John Schulte stated that we are adding impervious surface so there will be more volume of water leaving the site but the rate at which it leaves is less.

John Eickhoff asked if this was not a 4-story building would this go through this process

Troy Klecker stated we would not have gone through this process if it was less than 4 stories. We work with the developer to come up with a plan with what is the most compatible with the neighborhood. This area is zoned commercial and putting apartments will generate more traffic than what we currently have based on the unit size of 73. Some people would have like to see a gas station which would generate more traffic than the apartments. Overall, this will be similar to an office building with people coming and going. The 3 versus 4 stories could be debated. Some feel it is too tall. Trade off with 4 is you get larger setback and get more surface area to allow more parking. If it was 3 stories it would be shorter but take up more space and pushed closer to neighbors and you give up the 11 extra spaces for the building. If we lose parking it could go onto street parking at times. Because the county has an access management plan, we are restricted from having access on Bixby Road. It is best practice to line up with an existing street which is why we are looking at access on Hillcrest. If it was 3 stories there would be no conditional use permit. This conditional use permit request is to allow this building to stand at 4 stories.

David Effertz asked Troy to touch on how the city has addressed flooding in the past. Troy Klecker stated a lot of standards have changed and more stormwater requirements have been put into place since the 2007 and 2010 flooding. Currently, all plans must be engineered drawn. We are not stating that we may never have flooding again, but we have designed it with engineers to fit with the overall drainage plan. This area will be developed at some point with housing so it is great to work with an engineer on this project to use the land to its fullest potential.

A motion was made by John Eickhoff and seconded by Dave Effertz to recommend City Council approval of the preliminary plat of Aire Apartment Addition with the following conditions:

- 1) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 2) A shared parking, access, and maintenance agreement shall be recorded with the plat.
- 3) A public drainage easement shall be added to the plat to cover the overland flow from offsite so the City can ensure any future modification or grading is reviewed and approved.

All Commissioners present voting Aye, the motion carried.

CUP-17, which is request by Darrin Stadheim, Stadheim Properties of Owatonna, LLC for a conditional use permit to allow for construction of a four-story apartment building, was presented by Community Development Director Troy Klecker. Code requires an additional five-foot front and side yard setback for each additional story over three. The proposed project will contain a total of 73 units with 19 tuck under garages. (Refer to report on file.) Public hearing opened at 5:38pm

Public hearing closed at 6:01pm. See comments above.

A motion was made by John Eickhoff and seconded by Nick Peake to recommend City Council approval of these conditional use permits to allow for construction of the 73-unit apartment building with the following conditions:

- 1) All exterior signage shall meet all provisions of the sign ordinance and shall apply for and receive sign permits.
- 2) Prior to issuance of the building permit, the City and Owatonna Public Utilities shall approve all grading, drainage, and utility plans.
- 3) A joint parking, access, and maintenance agreement will be required to be recoded along with the plat.
- 4) A total of four trees shall be provided along Hillcrest Avenue north of the access to meet code requirements.

All Commissioners present voting Aye, the motion carried.

Development District No. 20-1 (Hillcrest) TIF Compliance was presented by Community Development Director Troy Klecker. (Refer to report on file.) A motion was made by David Effertz and seconded by Rachel Springer-Gasner to approve the TIF Compliance. All Commissioners voting Aye, the motion carried.

Community Development Director Troy Klecker did not have an update on previous items and is unsure of any items for the next meeting.

A motion was made by Rachel Springer -Gasner to adjourn and seconded by Nick Peake at 6:15 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

**Owatonna Human Rights Commission
Minutes – DRAFT COPY**

The Owatonna Human Rights Commission (OHRC) met on Tuesday, October 8, 2024, in the Meeting Room of the Charles S. Crandall Center. Chairman Jim Gunderson called the meeting to order at 5:35 p.m. Commissioner Hansen took roll call: Commissioners Jim Gunderson, Jessica Bjore, Edgar Esquivel, Jennifer Hansen, Mustafe Ismael, Sherry Hill, City Administrator Busse; and Administrative Coordinator Clawson and Ethan Cords were present. Commissioner Julia Seykora was unable to attend.

Following the Pledge of Allegiance, Commissioner Gunderson welcomed everyone to the meeting and the new OHRC member, Sherry Hill was introduced. Mayor Kuntz recommended Sherry for council appointment during their October 1st meeting. The council approved this recommendation and Mayor Kuntz administered Sherry the Oath of Office during that Council Meeting. Following a brief exchange of personal introductions, Commissioner Bjore made a motion to approve the agenda as presented, Commissioner Hansen seconded the motion, all members present voted aye in approval.

After review of Minutes of the last meeting, September 10, 2024, Commissioner Hansen made a motion to approve as presented, Commissioner Gunderson seconded the motion, all members present voted aye in approval.

COMMISSIONER COMMENTS

Commission Chairman Gunderson commented the main activities of the commission are Martin Luther King Jr. Day and Welcome Week. Another activity the OHRC has been involved in for the past two years is Owatonna Connect at Trinity Lutheran Church in April.

ITEMS OF DISCUSSION

OHRC E-mail Account

Administrative Coordinator Clawson commented the IT Department directed the OHRC e-mail account to her Outlook to view messages and forward as needed. She reviewed the account, and no messages were present for response.

2025 MLK Jr Day Event Monday, January 20, 2025

There was a brief discussion on plans for the 2025 MLK Jr Day event. The speaker, venue, and cater will be the same as last year. Commissioner Gunderson commented he spoke with Riverland Community College, they requested detail of previous contributions and communications made. Commissioner Hansen presented a \$100 donation from Rainbowatonna towards the MLK Jr. Day event.

Commissioner Gunderson commented that the OHRC should have a separate Facebook page. Ethan Cords presented a sample page he designed for the OHRC with the OHRC Mural

as the background. City Administrator Busse commented the city has a Facebook page and separate pages are not needed for each board. With the new branding effort, the city needs consistency and have some control of what is posted. Commissioner Bjore commented timing is key, blasts should be daily prior to an event.

Administrative Coordinator Clawson commented that the OHRC should utilize the social media advertising Scott Limberg Productions offers on the screens posted in most local restaurants. There is no charge for non-profit groups, Scott requests a slide be sent to him via e-mail five weeks prior to the event. A slide will show for 15 seconds, if there is a lot of information, you should prepare two slides, and each slide will show for 7.5 seconds.

Commission Promotion

Slides from the Human Library and pictures from the Meeting on the Field will be posted to the City's website. Commissioner Bjore will follow-up with Legacy Signs for quote of larger Welcome Week banners for consideration. City Administrator Busse commented OHRC commissioners could receive polo shirts with the city's new logo. Commissioner Hansen made a motion to purchase polo shirts for each OHRC member, Commissioner Bjore seconded the motion. Administrative Coordinator Clawson will work with Communications Manager Deanna Sheely and Oak Glen Gear for OHRC member shirts.

MISCELLANEOUS ITEMS

City Administrator Busse commented that the city has received requests for a community center. A Community Center Task Force was formed, they just held their first meeting as they begin to tackle the discussion about a potential community center. The panel consists of 20 members selected to represent a variety of groups and residents. Commissioner Gunderson commented that the OHRC should be a member representative in this group. City Administrator Busse commented this panel will determine what type of community center is needed within the community, this is not the Welcome Center the OHRC has previously discussed. Commissioner Bjore commented that OHRC will hopefully have an office or space at the Oak Hill project proposed at the former Mayo Clinic near the Fareway Store. Commissioner Hansen commented that the city has a lot of planning to do before we know what options we would have for a community center. Commissioner Gunderson commented he would like to know what the vision is for a center as it would be nice to have a Welcome Office within the community center.

Commissioner Mustafe commented the Adult Learning Center would like to learn more about the OHRC and asked if one or two members would make a presentation during one of their

meetings. Commissioner Gunderson commented he would be able to do this and will reach out to them and asked everyone to let him know if any civic groups are looking for speakers.

PUBLIC COMMENTS

Ruth Klawiter commented she is a nurse at the Mayo Clinic and has been following OHRC activities for several years. She asked how the commission relates with community members, information should be transparent to the public. Residents should be shown how they could become more involved with social justice within the community. Commissioner Gunderson commented that the OHRC is an advisory board to the City Council. The Mission Statement is to assist with any type of discrimination matter and help educate the community and provide venues for community members to come together. Mrs. Klawiter commented the Human Library was a good idea, there were some good stories about community members shared. Commissioner Hansen commented that is what the Human Library was intended to do, many realize many similarities exist. We are challenged to get new subject books and present in a friendly manner.

ADJOURNMENT

At 6:38 p.m., Commissioner Hansen made a motion to adjourn, Commissioner Hill seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, November 12th at 5:30 pm.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Department Reports

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2023 AND 2024															Ken Beck, Building Official		
	DWELLINGS		ACCESSORY		COMMERCIAL		INDUSTRIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL			
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE		
Jan '23	0	0	5	16,600	8	443,880	7	5,117,850	66	494,614	0	0	0	86	6,072,944		
Jan '24	0	0	2	6,500	33	7,806,205		** see below	95	763,150	0	0	0	130	8,575,855		
Feb '23	0	0	8	24,850	22	1,113,838.30	11	25,861,730.75	136	834,982.70	0	0	0	177	27,835,401.75		
Feb '24	2	700,000	4	7,500	52	8,218,972.00			198	1,725,152.62	0	0	0	256	10,651,624.62		
Mar '23	1	200,000	17	44,100	42	2,497,648	20	26,251,710	243	\$ 7,323,261.26	0	0	0	323	\$ 36,316,719.26		
Mar '24	3	940,000	5	8,250	75	10,847,903			289	\$ 2,612,593.78				372	\$ 14,408,746.78		
Apr '23	4	1,968,586	26	96,900	74	31,047,283		**see below	329	8,699,343.89	0	0	1	434	41,812,112.89		
Apr '24	3	940,000	19	81,750	107	44,321,109			446	\$ 3,981,714.59	0	0	0	575	\$49,324,573.59		
May '23	4	1,968,586	37	132,400	94	36,206,219.51		**see below	463	11,204,959.76			1	599	49,512,165.27		
May '24	3	940,000	38	235,738	125	46,373,553.00			586	5,141,328.01				752	52,690,619.00		
Jun '23	4	1,968,586	52	189,068.67	113	45,164,773.51		**see below	594	12,314,075.39	0	0	8	771	59,636,503.57		
Jun '24	3	940,000	52	338,988.00	141	48,105,001.10			730	6,515,257.09	2	400,000	2	930	56,299,246.19		
Jul '23	5	2,168,586	69	242,168.67	132	46,905,945.51			714	13,185,484.99	2	400,000	8	930	62,902,185.17		
Jul '24	5	2,040,000	67	387,488.00	180	53,277,518.10			888	7,891,334.33	4	980,000	5	1149	64,576,340.43		
Aug '23	6	2,568,586	75	257,168.67	162	51,045,367.26			847	14,208,880.97	4	12,400,000	9	1,103	80,480,004		
Aug '24	6	2,290,000	82	479,826.00	210	57,328,157.10			1058	9,938,435.49	4	980,000	5	1,365	71,016,418.59		
Sep '23	9	3,587,126	83	333,668.67	197	64,081,192.67			990	15,576,116.82	4	12,400,000	9	1,292	95,978,104.16		
Sep '24	8	2,990,000	98	617,836.55	252	66,465,557.10			1187	11,171,273.45	4	980,000	6	1,555	82,224,667.10		
Oct '23	16	6,739,916	94	382,984.89	217	66,611,382.67			1,153	17,005,042.02	4	12,400,000	10	1,494	103,139,325.55		
Oct '24	9	3,325,000	111	734,836.55	275	71,587,459.47			1,344	12,774,301.43	4	980,000	10	1,753	89,401,597.45		
Nov '23	21	8,119,916	101	424,984.89	235	69,172,169.67			1,281	17,958,715.07	4	12,400,000	13	1,655	108,075,785.63		
Nov '24																	
Dec '23	21	8,119,916	106	430,584.89	252	71,144,770.64			1,365	18,435,507.88	4	12,400,000	13	1,761	110,530,779.41		
Dec '24																	

**Starting April 2023, Commerical and Industrial are combined

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

Construction Report for Permits Issued through October, 2024

TYPE OF WORK	2023 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	16	6,739,916		9	3,325,000	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	94	382,984.89		111	734,836.55	
COMMERCIAL AND INDUSTRIAL PERMITS	217	66,611,382.67		275	71,587,459.47	
RESIDENTIAL ADD. & ALT.	1153	17,005,042.02		1344	12,774,301.43	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	4	12,400,000	0	4	980,000	0
DEMOLITION PERMITS	10	0		10	0	
TOTAL PERMITS ISSUED	1,494	103,139,326	0	1,753	89,401,597	0

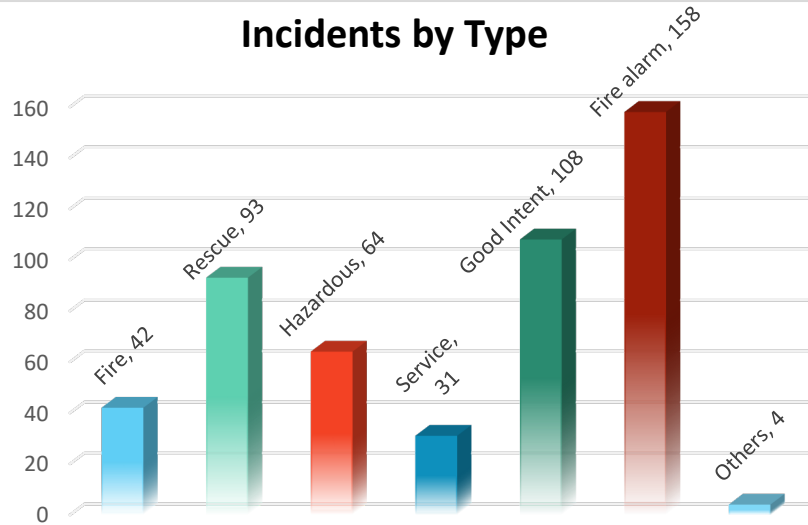
2024 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024	2023
Fire code inspections	260	264	304	393	141	205	291	323	278	175			2634	2420
Fire alarm inspections	1	1	0	3	1	1	1	0	0	3			11	17
Sprinkler system inspections	4	6	8	5	7	5	6	5	6	6			58	37
Nuisance inspections	8	10	15	8	55	38	63	32	18	8			255	393
Weed inspections	0	0	0	0	177	125	135	130	136	39			742	425
Sprinkler system permits issued	3	4	2	4	2	2	1	1	0	2			21	26
Fire alarm system permits issued	3	0	2	2	2	2	2	2	0	3			18	17
Hood/Suppression system permits issued	1	1	0	0	0	0	0	0	0	0			2	7
Plan reviews	16	11	7	14	5	7	7	6	2	12			87	104
Code reviews	6	2	3	1	3	4	4	2	2	2			29	37
# Knox boxes checked	5	0	0	0	0	0	1	0	0	0			6	11
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024	2023
# people given tours	0	0	0	25	0	0	37	12	15	338			427	326
# people given extinguisher demos	0	0	0	0	0	10	112	0	40	45			207	101
# people at truck visits	0	0	0	0	300	750	0	200	0	570			1820	1046
# people fire safety information	20	0	0	0	80	40	22	40	40	1007			1249	898
# people juvenile firesetters	0	0	0	0	2	0	0	0	0	0			2	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024	2023
Incidents														
City incidents	47	34	27	46	48	52	52	44	43	47			440	444
Rural incidents	6	4	8	8	6	9	4	2	8	2			57	77
Mutual aid given	1	0	1	1	0	0	0	0	0	0			3	2
Monthly Totals	54	38	36	55	54	61	56	46	51	49	0	0	500	523
Type of Incidents														
Fire	3	4	10	7	4	7	1	1	1	4			42	55
Rescue calls	8	6	5	6	12	7	12	8	18	11			93	91
Hazardous conditions	7	7	1	7	3	9	5	11	9	5			64	67
Service calls	2	3	4	3	5	2	2	4	2	4			31	31
Good intent calls	11	8	6	12	15	16	12	12	5	11			108	108
Fire alarms	23	10	10	19	15	20	23	9	16	13			158	167
Others	0	0	0	1	0	0	1	1	0	1			4	4
Monthly Totals	54	38	36	55	54	61	56	46	51	49	0	0	500	523
Total training hours	419.03	315.25	512.92	375.75	258.42	497.50	361.50	419.37	266.34	378.69			3805	4441
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024	2023
# injury reports	1	0	0	1	0	0	1	0	0	0			3	4
# lost work hours	0	0	0	0	0	0	0	0	0	0			0	0
# fire extinguishers serviced	70	0	12	30	15	15	28	20	25	25			240	425
TOTAL HOURS														
Full-time shift hours worked	1687.00	1717.00	1747.25	1608.00	1790.50	1621.50	1699.50	1712.25	1593.00	1560.00			16736.00	20254.50
Full-time overtime hours worked	213.58	122.48	120.63	162.76	46.72	222.20	130.42	149.38	98.59	157.41			1424.17	1703.40
Paid-on-Call hours worked	447.75	329.00	675.50	447.00	341.00	606.75	280.75	320.75	254.50	387.25			4090.25	4399.87
Monthly Hours Worked Total	2994.61	2622.98	3373.05	2817.26	2619.64	3196.45	2571.42	2741.00	2310.93	2612.35	0.00	0.00	22250.42	26357.77

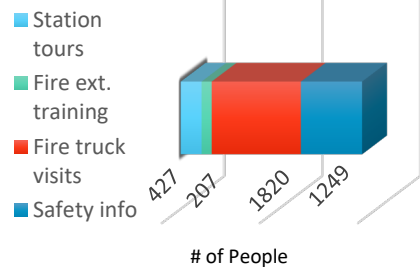
OWATONNA FIRE DEPARTMENT DASHBOARD

2024 STATISTICS

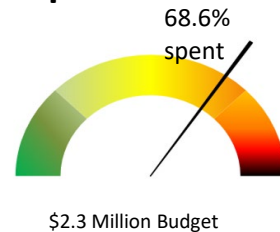
Incidents by Type



Public Education

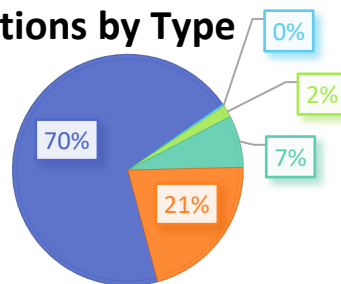


Expenditures



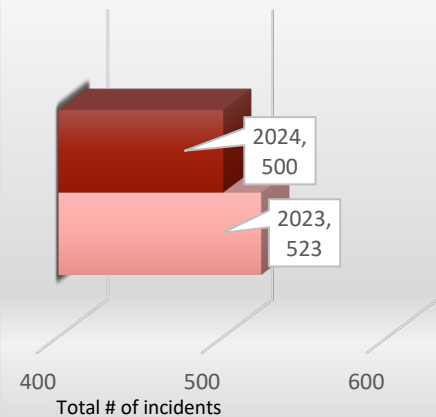
Inspections by Type

- Fire code
- Fire alarm system
- Sprinkler system
- Nuisance complaints
- Weed complaints

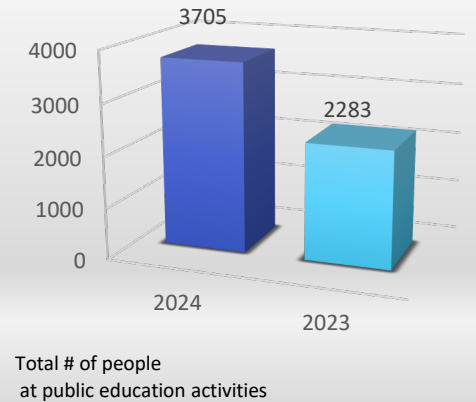


2024 VS 2023 STATISTICS

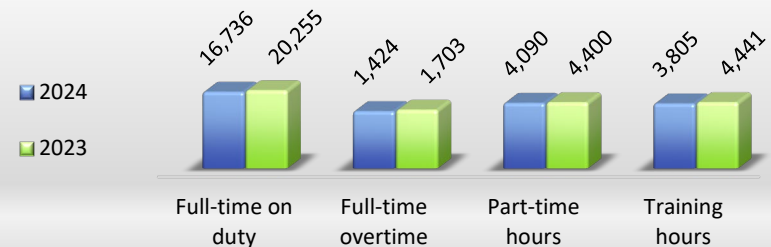
Incidents



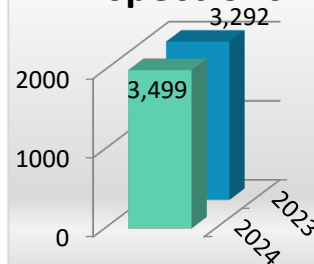
Public Education



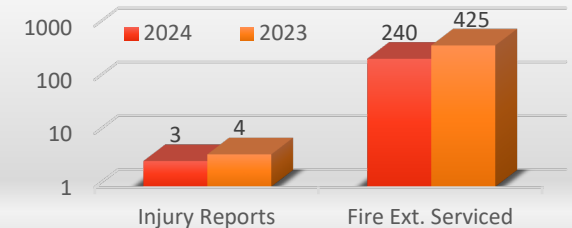
Staff Hours



Inspections



Safety Services





CITY OF
OWATONNA

Licenses Permits

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Steele County Previous Gambling Permit Number: X- 74003-24-030

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

Mailing Address: PO Box 226

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

Name of Chief Executive Officer (CEO): Bob Hoen

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Torey's Restaurant

Physical Address (do not use P.O. box): 208 North Cedar, Owatonna, MN 55060

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

Date(s) of activity (for raffles, indicate the date of the drawing): 2/6/2025

Check each type of gambling activity that your organization will conduct:
☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Owatonna

Signature of City Personnel:

Jeanette Clawson, Admin CoordinatorTitle: Admin Coordinator Date: 11/4/2024

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Robert L. Hoen Date: 11/2/2024

(Signature must be CEO's signature; designee may not sign)

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

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

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

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

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

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

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

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

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

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

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

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

Questions?

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

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

An equal opportunity employer



CITY OF
OWATONNA

Event Permits

EP-24-55

Events Permit

Application

Status: Active

Submitted On: 11/4/2024

Primary Location

No location

Applicant

Lisa Cochran



507-475-3451



lcochran@owatonna.org



120 S Oak Ave

Owatonna, MN 55060

Event Information**Event Name**

2024 Holiday Lighted Parade

Event Contact*

Lisa Cochran

Location of Event*

Downtown Owatonna

Description of Event* ?

Holiday Lighted Parade that makes it's way through Downtown Owatonna

Event Set Up Date

12/06/2024

Event Set Up Time* ?

2:00pm

Actual Event Date*

12/06/2024

Actual Event Time* ?

6:00pm

Clean Up Date*

12/06/2024

Clean Up Time ?

Approximately 9:00pm

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

Canceled

Estimated Attendance* ?

5000

Application Information

Sponsoring Organization Name*

Main Street Owatonna

Mailing Address*

120 S Oak Ave

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

owatonna.org

Primary Contact

Name*

Lisa Cochran

Phone Number*

507-451-7970

Cell Phone

507-475-3451

Email Address*

lcochran@owatonna.org

Primary On-site Contact

Name*

Lisa Cochran

Cell Phone*

507-475-3451

Alternate On-site Contact

Name*

Brad Meier

Cell Phone*

507-475-0687

Refer Media or Citizen Inquiries To:

Name*

Lisa Cochran

Phone*

507-475-3451

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

2:00pm-9:00PM

Date*

12/06/2024

Name of Requested Street(s)*

100-900 blocks of North Cedar Ave.,
East Front St from Elm to Cedar,
Broadway on the north side of Central
Park, West Park Square and East Park
Square. Also, no through traffic on the
side streets along Cedar Ave, both on
west and east side (Rose, Pearl, Vine),
Main St No Parking along the south side
of Central Park

Alleys*

Yes

Start/End Time*

2:00pm-9:00PM

Date*

12/06/2024

Name of Requested Alley(s)*

All along Cedar Ave - already blocked off

City Sidewalks or Trails*

Yes

Start/End Time*

2:00pm-9:00PM

Date*

12/06/2024

Public Parking Lots or Spaces*

Yes

Start/End Time*

2:00pm-9:00PM

Date*

12/06/2024

Parks*

Yes

Start/End Time*

2:00pm-9:00PM

Date*

12/06/2024

Name of Requested Park(s)*

Central Park

Will any signs/banners be put up?*

Yes

Number and Size*

variety of sizes, not sure on the number - under 10

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Musical - OHS Carolers

Will sound amplification be used?*

Yes

Type*

Basic sound system like Downtown
Thursdays

Hours*

7:00PM-8:00PM

Will sound be amplified after 10:00pm?*

No

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

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

3

Will food be prepared on site?*

Yes

Will alcohol be sold?*

Yes

Who will be providing the liquor license?*

This is a MAYBE - The businesses that
will be serving will have their own
liquor/Catering license

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

Yes

Will this event require a Temporary Liquor Permit?*

No

Additional documentation and fees are required

Will there be a fireworks display?*

No

Describe power needs and location of power source*

All 3 large electrical boxes along Cedar Ave along with all the small ones, all outlets in Central Park, and power for the bandshell. Please have city staff test to make sure they are all on.

Describe level of advertisement* ?

Social Media, radio, newspaper, local TV, mailers, table tents

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

Number Needed

Yes

15

Size Needed*

Large

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

Will the event need cones?*

Number Needed*

Yes

156

Size Needed*

Large

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

Will Central Park Stage be used?*

Number Needed*

Yes

1

Will there be any horses?*

Number Animals Anticipating*

Yes

2

How will horses be used?*

They will be pulling floats in the parade.

Please provide insurance information and complete Hold Harmless Agreement

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

☒ Chasidy Christiansen

Nov 1, 2024

Describe trash removal and cleanup plan during and after event*

Volunteers will be picking up trash that has not made it into the receptacles. If we could have 3-5 extra receptacles placed in Central Park, that would be greatly appreciated!

Will event need traffic control?*

Yes

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

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

I will meet with OPD, City Street Dept, P&R, OPU, business owners, and volunteers to discuss details. Also will have volunteers to help with crowd control and safety. They will be wearing safety vests provided by Main Street. I will also be utilizing CERT volunteers, Special Deputies, CSO's, and of course the OPD and as many officers as they can provide for us. Everyone's time is greatly appreciated.

Will "No Parking" signs be needed?*

Number Needed*

Yes

100

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

Will event need security?*

Will event need Emergency Medical Services?*

No

No

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

If the temperature is below 15 degrees or the windchill is below zero, we will cancel the parade. If there are severe weather warnings, we will cancel the parade. Basically if it is unsafe to be outside the parade will be cancelled. This decision will be made by 2:00pm on day of parade. Participants and businesses will be called and emailed and we will have radio announcements and social media posts for the public.

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

Name*

Lisa Cochran

Phone Number*

507-475-3451

Email*

lcochran@owatonna.org

List any other pertinent information

I will work with the street crew regarding the closing/blocking off the streets, like for Downtown Thursdays. The Barricades with No Through Traffic signs are needed along Elm and Oak for Pearl, Vine, and Broadway streets, as there is still parking available on those side streets. I will provide the additional signage for the No Parking signs and have them to the city shop by Monday, December 2nd, if we feel we need to. The No Parking signs will need to be up by 2:00pm on Thursday, December 5th. Every business in the Main Street District has been informed about the parade in an email and there will be a letter that will be delivered to all the businesses in the Main Street District that will include the detailed information regarding parking, parade, road closures and activities. As in the past, I would like to request 4-5 burn barrels in Central Park for extra heat and ambiance. This has been provided with no charge in the prior years and I respectfully request that be done again this year for this community event. We will happily acknowledge any services and items provided by the City of Owatonna.

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

Central Park Stage Usage Information

Time*

7:00pm

Open*

4:00pm

Close*

8:00pm

Sound or Light Person Needed*

No

Size of Group that will be on stage*

20-30

Type of Group* ?

OHS Carolers

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

Brad Meier/Lisa Cochran

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

Applicant Signature

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

Signature of Applicant*

✓ Lisa M Cochran
Nov 1, 2024

Internal Use

🔒 Special Provisions

🔒 Fire Department Approval / Comments / Notes

Approved with no comment.

🔒 Park & Rec. Department Approval / Comments / Notes

Approve. This is a great community event! Recognition of partnership with the city is appreciated. P&R will supply additional trash receptacles, fire pits, and staff at the event to tend the pits. (P&R charges waived approximately \$991)

🔒 Police Department Approval / Comments / Notes

Will meet/review with applicant prior to the event.

🔒 Public Works Department Approval / Comments / Notes

Approved we will do the same as in the past. approximate cost not charged
\$1,000.00

🔒 Building & Inspection

Approved with no comment.

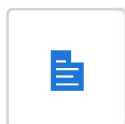
🔒 Date to Council

November 19, 2024 will be item on the Council's Consent Agenda.

🔒 Council Notes

🔒 Items Needed

Attachments



Site Plan

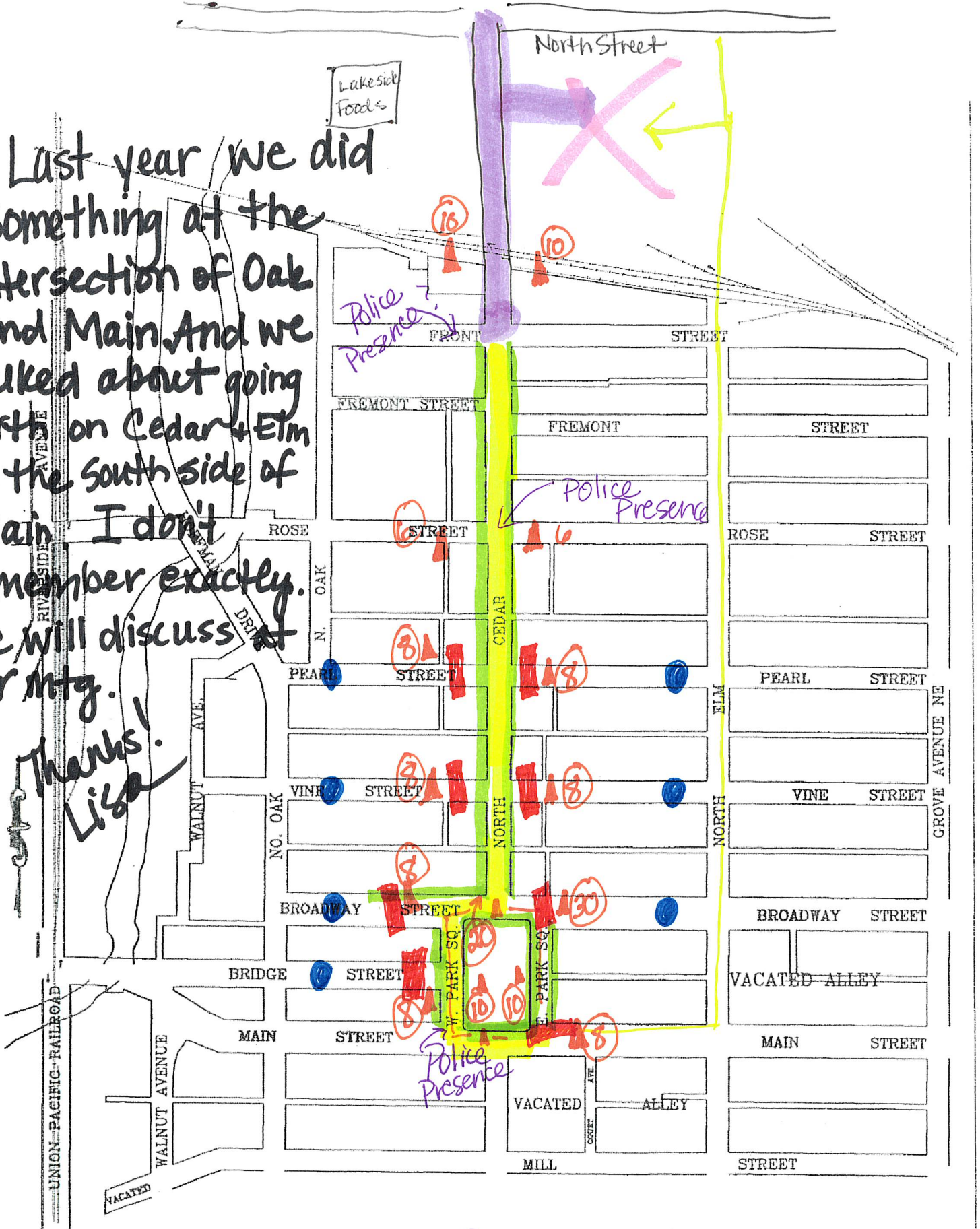
Map for City Permit.pdf

Uploaded by Lisa Cochran on Nov 4, 2024 at 5:14 PM

REQUIRED

Last year we did something at the intersection of Oak and Main. And we talked about going north on Cedar + Elm on the south side of Main. I don't remember exactly. We will discuss at our mtg.

Thanks!
Lisa



parade route
cones

No Parking Signs
Barricades

Barricades w/ "Street Closed Ahead" OR "No through Traffic"

Line Up Starts

floats can dismantle in this parking lot

Main Street Group.dwg



CITY OF
OWATONNA

Miscellaneous



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Facility Use Agreement - AARP

Purpose:

Request City Council approval to renew the Facility Use Agreement with AARP at West Hills Social Commons.

Background:

The AARP Driver Safety program teaches evidence-based strategies to seniors to aid in keeping them safe when behind the wheel. This program is sponsored by AARP, with the West Hills Social Commons as the host location. AARP provides trained volunteer instructors for these classes and a site coordinator to schedule the classes and volunteers. The City assists with advertising, registration, and providing a space to host the classes. The scheduled classes either occur during normal business hours, or AARP volunteer instructors are issued key cards to access the designated space after hours. This is an annual agreement, with a renewal start date of January 1, 2025, and an annual auto-renewal clause that was included to provide efficiencies in the agreement renewal process. The auto-renewal clause does provide cancelation options for both the City and Contractor.

Budget Impact:

SeniorPlace Inc. utilizes this program as a fundraiser. SeniorPlace Inc. receives \$4 for each registration, and the City receives \$1 for each registration. AARP is issued card access into the building and the classroom space, requiring no additional staff costs to open the building for the classes.

Staff Recommendation:

Staff recommends renewal of the Facility Use Agreement with AARP.

Attachments:

1. 2025 AARP - Facility Use Agreement (Signed by AARP Rep)

AARP FACILITY USE AGREEMENT

This agreement (the “Agreement”) is made and entered into as of this 5th day of November 2024 by and between City of Owatonna, Minnesota (“Licensor”) and AARP (“Licensee”).

RECITALS

1. Licensee wishes to use Licensor’s facilities described below and to use such facilities under the following terms and conditions.

Facility: City of Owatonna West Hills Social Commons

For the purpose of: Providing a space for Senior Driver’s Education classes sponsored through AARP.

Days and time of use: See Appendix A for the 2025 schedule. Licensee will provide the Recreation Manager, by October 1 of the current year, with the annual schedule of the upcoming calendar year, to be reviewed and approved.

Any Other Dates and Times: Requested by licensee and agreed upon by both parties as the space is available.

NOW, THEREFORE, for good and valuable consideration, Licensee and Licensor hereby agree as follows:

1. **Space.** Licensee will occupy the designated available room at the Facility on the days and at the times indicated in Appendix A. Licensee may also use common areas at the Facility such as waiting areas, hallways, and public bathrooms. Licensee will occupy the room up to one hour prior to the start of a class for set up and preparation, as available. Any increase in hours of use and occupancy requires prior approval by Licensor.
2. **Equipment.** Licensee shall have use of a Projector during program times as listed in Appendix A and for other approved times.
3. **Non-Business Hours Use.** Licensee shall use the facility during Facility non-business hours as listed in Appendix A and for other approved times. Licensee will be provided Key Card Access for entrance into the Facility and meeting space. Licensee will only use the Key Card Access for entrance into areas identified in Section 1 of this agreement. The Licensee will not provide any unauthorized individuals the Key Card or allow any unauthorized individuals to enter the Facility. All issued Key Cards must

be surrendered to Licensor at the Owatonna Park & Recreation office, 500 Dunnell Drive, Owatonna, MN 55060 upon termination of the lease. Lost Key Cards will be replaced at a cost of \$20.00 per Key Card and will be replaced during regular business hours. Key Cards shall not be duplicated by the Licensee. Licensee will follow all facility use, closing and lock up policies and procedures as instructed by Licensor.

4. **Maintenance and Utilities.** Licensor will provide maintenance and utilities for the Facility in accordance with its routine schedule and standards, including water and sewer, heat, air conditioning, electricity, trash disposal, hazardous waste disposal, and telephone service. Licensee shall reimburse Licensor for all additional maintenance and services provided at Licensee request.
5. **Fees.** Licensor will collect a program fee from each registrant at the time of registration. Licensor will retain \$1 per registrant. The remaining program fee will be paid to SeniorPlace, Inc. through the Licensor's finance department during the normal payment schedule. SeniorPlace, Inc. shall be responsible to pay AARP the designated program fee within 2 weeks of receiving the completed class registrant roster. Licensee will provide Licensor with proof of its non-profit status.
6. **Permitted Use of the Premises.** Licensee shall use the Facility in accordance with the terms and conditions of this Agreement and Licensor policies. Licensee shall obtain any required permits for its use of the Facility. Licensee will make no use of the Facility that would be contrary to any federal or state law or any municipal ordinance nor may Licensee commit or allow any nuisance to exist at the Facility. Licensee shall cooperate with Licensor's building and security personnel in ensuring public safety. Licensee shall ensure that individuals entering the Facility to participate in an event hosted by Licensee refrain from use of alcohol and/or drugs, possessing weapons, fighting, engaging in abuse of any kind, littering, and/or disturbing Licensor employees and clients while located on Licensor property. Any individual who violates the preceding requirement may be prohibited from entering Licensor property.
7. **Licensee's Use of Facilities.** Licensee acknowledges and agrees that Licensor retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations.
8. **Personal Property.** Licensee shall occupy a small storage space designated by the licensor. Licensor is not responsible for any loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees.
9. **Licensee's Obligations After Use of Facility.** Licensee agrees to exercise due care in the use of the Facility and shall leave the Facility in the same good condition as on the Starting Date, normal wear and tear excepted. Property not removed by Licensee within 30 days after the date the Facility is used may not be recoverable, and Licensor may dispose of such property as it deems expedient without liability to Licensee or others. Licensee shall reimburse Licensor for any and all costs Licensor incurs to repair

any damage to the Facility or other Licensor property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by Licensor, its officers, agents, or representatives.

10. **Indemnification.** Licensee agrees to defend, indemnify, and hold harmless Licensor from and against all claims, liabilities or expenses (including reasonable attorney's fees and other professional expenses) arising from or in connection with (a) Licensee's use of the Facility and other Licensor property; (b) the negligent or wrongful acts of Licensee's employees, agents, or invitees; or (c) Licensee's failure to perform or comply with any of the terms of this Agreement, except to the extent caused by the negligence or willful misconduct of Licensor. If Licensee is a charitable organization, corporation, entity or individual having or claiming immunity (statutory or otherwise) from liability for damage or injury to property or person, Licensee hereby waives its right to plead such immunity defensively against Licensor. This Section 10 shall survive termination of this Agreement.
11. **Limitation of Licensor Liability.** In no event shall Licensor be liable for any indirect, consequential, incidental, lost profits or similar damages arising out of this Agreement. Licensor's total liability for breach of this Agreement are the total fees paid to Licensor the 12 months preceding the date the damages were incurred pursuant to Section 5 of this Agreement.
12. **Insurance.** Licensee shall provide Licensor with a certificate of insurance or other acceptable evidence showing that Licensee has general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually or as may be otherwise required by Licensor. Licensee will cause Licensor to be named as an additional insured on the policies of insurance maintained by Licensee and shall furnish Licensor with a certificate evidencing Licensor as an additional insured upon request.
13. **Termination.** Each Party has the right to terminate this Agreement without cause upon 30 days' notice. Notwithstanding the previous sentence, Licensor may immediately terminate this Agreement upon the occurrence of any of the following:
 - a. If Licensee defaults in the payment of any sum to be paid hereunder and such default continues for more than 10 days following written notice from Licensor to Licensee; or
 - b. If Licensee fails to maintain the insurance required under Section 12.
14. **Notice.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to Licensors: Owatonna Parks and Recreation
Attn: Recreation Manager
540 West Hills Circle
Owatonna, MN 55060
Tel: 507-444-4321

If to Licensee: AARP
601 E Street NW
Washington, DC 20049

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

16. **Miscellaneous**

- a. **Force Majeure.** Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods or other natural disasters, strikes, governmental laws and regulations.
- b. **Emergency Closure.** Licensors may determine, at its sole discretion, that for reasons of health safety and in the best interests of the public it may close the facility as necessary. Licensee would not be charged for use of the facility during this closure time.
- c. **Discrimination.** The Parties agree to be bound by applicable state and federal laws governing Equal Opportunity Employment and Non-discrimination.
- d. **Assignment.** Licensee shall not assign its rights under this Agreement without Licensors's prior written consent.
- e. **Physician-owned Entity.** Licensee acknowledges that it is not a physician or a physician-owned entity.
- f. **Independent Contractors.** Licensee, including its employees, volunteers or agents, is an independent contractor and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between Licensors and Licensee or its employees, volunteers, or agents.
- g. **Amendment.** This Agreement may be amended only upon mutual written agreement of the parties.
- h. **Entire Agreement.** This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject

matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement.

- i. Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
 - j. License Only. No tenancy whatsoever is intended to be created by this Agreement. The privilege granted to Licensee herein is not one of lease or grant, and will not give Licensee any right, title or interest in and to the Facility.
 - k. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and will be enforced as amended.
 - l. Costs, Expenses and Attorney's Fees. If either party incurs costs, expenses, or attorney's fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful party in such dispute will reimburse the prevailing party for its costs, expenses, and attorney's fees.
 - m. No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by Licensor or Licensee to any person or entity not a party to this Agreement, including Licensee's employee, volunteers or participants, or any other individuals employed by or under contract with Licensor or Licensee.
17. **Term and Renewal**. The term of this Agreement is one (1) year, beginning January 1, 2025 and ending December 31, 2025 and will be renewed annually thereafter on a year-to-year basis unless cancelled as provided in Section 13.

****The remainder of this page is intentionally blank****

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

CITY OF OWATONNA

AARP

By _____

Printed Name Tom Kuntz

Title Mayor

Date _____

By *Dalton Wylie*

Printed Name Dalton Wylie

Title Operations Analyst

Date 10/29/2024

By _____

Printed Name Kris Busse

Title City Administrator

Date _____

APPENDIX A: 2025 AARP Smart Driver Safety Class Schedule

January 14	Tu	8:30 a.m.
February 4	Tu	12:30 p.m.
March 4	Tu	6:00 p.m.
April 8	Tu	12:30 p.m.
May 6	Tu	8:30 a.m.
June 3	Tu	6:00 p.m.
July 8	Tu	12:30 p.m.
August 5	Tu	8:30 a.m.
September 16	Tu	6:00 p.m.
October 7	Tu	8:30 a.m.
November 11	Tu	12:30 p.m.
December 2	Tu	12:30 p.m.



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Eric Anderson, Recreation Manager
SUBJECT: Parks and Recreation Fees Manual Update

Purpose:

Request City Council approval of the proposed Fees Manual Updates.

Background:

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

The current version of the Fees Manual was approved at the June 18, 2024, City Council meeting. The updates to the current proposed Fees Manual provide adjustments to Brooktree Golf Course 2025 season pass, tournament, group outing and specials fees. The updates additionally provide adjustments to the Tennis and Pickleball Center program and court use fees.

Budget Impact:

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

Staff Recommendation:

Staff recommends approval of the proposed Fees Manual Updates.

Attachments:

1. Proposed Fees Manual Updates 11-19-24

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

Aquatics	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
River Spring Waterpark Admission				
Daily Fee 48" and up (per person)	\$7.50	<i>No Change for 2025 Season</i>		3
Daily fee under 48" (per person)	\$5.50	<i>No Change for 2025 Season</i>		3
Daily fee 5pm-close (per person)	\$5.00	<i>No Change for 2025 Season</i>		3
River Springs Water Park Season Pass				
Individual	\$90.00	<i>No Change for 2025 Season</i>		3
Standard season pass (Family of 3)	\$190.00	<i>No Change for 2025 Season</i>		3
Standard season pass - each additional family member	\$23.00	<i>No Change for 2025 Season</i>		3
Nanny Pass	\$50.00	<i>No Change for 2025 Season</i>		3
Lake Kohlmier PLUS Pass-Per Person	\$18.00	<i>No Change for 2025 Season</i>		3
Punch Cards				
Punch Card (10 punches)	\$70.00	<i>No Change for 2025 Season</i>		3
Punch Card (30 punches)	\$180.00	<i>No Change for 2025 Season</i>		3
River Springs Waterpark Programming				
Log Rolling	\$4.00	<i>No Change for 2025 Season</i>		3
Tiny Tot Time 48" and above	\$7.50	<i>No Change for 2025 Season</i>		3
Tiny Tot Time under 48"	\$5.50	<i>No Change for 2025 Season</i>		3
Lap Swim/Water Walking	\$4.00	<i>No Change for 2025 Season</i>		3
Morning Water Aerobics	\$4.00	<i>No Change for 2025 Season</i>		3
Evening Water Aerobics	\$5.00	<i>No Change for 2025 Season</i>		3
River Springs Birthday Party				

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

Birthday Party 5-9 guests (tax was included in 2022 prices)	\$95.00	No Change for 2025 Season		4
Birthday Party 10-15 guests	\$135.00	No Change for 2025 Season		4
Birthday Party 16-25 guests	\$170.00	No Change for 2025 Season		4
Birthday Party 26-35 guests	\$230.00	No Change for 2025 Season		4
River Springs Group Rates				
Group Rate 20-40 Guests	\$5.00	No Change for 2025 Season		4
Group Rate 41+ Guests	\$4.50	No Change for 2025 Season		4
River Springs Waterpark Private Rental				
2 Hour Private Rental (0-200 people)	\$1,170.00	No Change for 2025 Season		4
2 Hour Private Rental (201-300 people)	\$1,607.50	No Change for 2025 Season		4
2 Hour Private Rental (301-400 people)	\$2,045.00	No Change for 2025 Season		4
2 Hour Private Rental (401-500 people)	\$2,552.00	No Change for 2025 Season		4
2 Hour Private Rental (501-600 people)	\$3,027.50	No Change for 2025 Season		4
2 Hour Private Rental (601-715 people)	\$3,537.50	No Change for 2025 Season		4
4 Hour Private Rental (0-200 people)	\$1,452.00	No Change for 2025 Season		4
4 Hour Private Rental (201-300 people)	\$1,968.00	No Change for 2025 Season		4
4 Hour Private Rental (301-400 people)	\$2,484.00	No Change for 2025 Season		4
4 Hour Private Rental (401-500 people)	\$2,944.00	No Change for 2025 Season		4
4 Hour Private Rental (501-600 people)	\$3,404.00	No Change for 2025 Season		4
4 Hour Private Rental (601-715 people)	\$3,980.00	No Change for 2025 Season		4
River Springs Waterpark Private Lap Lane Rental				
1 Hour - per lane (during staffed hours)	\$18.00	No Change for 2025 Season		4

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

1 Hour - per lane (during private hours)	\$18.00 + Lifeguard Rental Rate	<i>No Change for 2025 Season</i>		4
West Hills Pool				
Water Aerobics – One Day/Week	\$5.50			3
Water Aerobics – Two Days/Week	\$11.00			3
Water Aerobics – Three Days/Week	\$16.50			3
Owatonna Middle School Pool (OMS)				
Lap Swim	\$5.00			3
Owatonna Middle School Pool Lap Swim & Open Swim Punch Card (price is per 20 times)	\$80.00			3
Open Swim	\$5.00			3
Lifeguard Rental	\$26.00			4
Swimming Lessons				
Swimming Lessons	\$48.00			2
Private Swimming Lessons (1 person)	\$115.00			4
Private Swimming Lessons (2 people)	\$175.00			4
Red Cross Training				
Lifeguard Training (BL)	\$195.00			4
Lifeguard Review	\$130.00			4
WSI (BL)	\$235.00			4
Lifeguard Instructor Training	\$225.00			4
CPR/AED/First Aid Certification	\$95.00			4
CPR/AED/First Aid Instructor	\$280.00			4
CPR/AED/First Aid Certification Challenge	\$65.00			4
Aquatic Programs & Events				
Egg Splash	\$2 per person			2
Ducky Dash	RSWP Daily Admission			2
The Lazy Mile	\$5.00			4
Pool Bingo	\$5.00			4

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

West Hills Tennis & Pickleball Center	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
Season Passes (does not include tax)				
Tennis/Pickleball Couple (9 months) Sept 1-May 31	\$403.25			4
Tennis/Pickleball Couple (12 months) Sept 1-Aug 31	\$429.25			4
Tennis/Pickleball Family (9 months) Sept 1-May 31	\$437.24			4
Tennis/Pickleball Family (12 months) Sept 1-Aug 31	\$476.89			4
Tennis/Pickleball Individual (9 months) Sept 1-May 31	\$312.35			4
Tennis/Pickleball Individual (12 months) Sept 1-Aug 31	\$340.67			4
Tennis/Pickleball Junior (9 months) Sept 1-May 31	\$176.13			4
Tennis/Pickleball Junior (12 months) Sept 1-Aug 31	\$190.81			4
Tennis/Pickleball Couple (5 months) Jan 1-May 31	\$252.00			4
Tennis/Pickleball Family (5 months) Jan 1-May 31	\$271.00			4
Tennis/Pickleball Individual (5 months) Jan 1-May 31	\$193.65			4
Tennis/Pickleball Junior (5 months) Jan 1-May 31	\$109.20			4
Court Fee (per half hour)	\$3.00	<i>Discontinue</i>	<i>1/1/2025</i>	4
Ball Machine (per half hour)	\$3.00			4
Guest Rate Individual Month Pass	\$56.00			4
Guest Rate (2 hours of play per person)	\$20.00			4

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

Brooktree Golf Course	Current Approved Fee	Updated Fee	Updated Fee Effective Date	Cost Recovery Model
Season Passes (does not include \$15 surcharge per person or tax)	2024 Season Fee			
All Season Pass Packages: Purchase 2025 Season Pass between December 1 - 31, 2024 at 2024 Season Fees	NA	<i>2024 Season Fees Apply</i>	<i>12/1/2024 - 12/31/24 (approved at 6/18/24 City Council Meeting)</i>	4
Adult (Base) Age 33-61	\$886.00	\$975.00	<i>2025 Season (approved at 6/18/24 City Council Meeting)</i>	4
Senior Age 62+	NA	\$876.00	<i>2025 Season (approved at 6/18/24 City Council Meeting)</i>	4
Senior Age 62-79	\$797.00	<i>Discontinued/ combined with Senior 62+</i>	<i>2025 Season (approved at 6/18/24 City Council Meeting)</i>	4
Super Senior Age 80+	\$710.00	<i>\$780 (Discontinued/ combined with "Senior Age 62+", except for 2024 Super Senior pass holders renewing)</i>	<i>2025 Season (approved at 6/18/24 City Council Meeting)</i>	4
Young Adult Age 26-32	\$665.00	\$730.00	<i>2025 Season (approved at 6/18/24 City Council Meeting)</i>	4

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

Future Age 18-25	\$443.00	\$487.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Junior Age 5-17	\$310.00	\$341.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Weekday Monday - Friday only	\$710.00	\$780.00	2025 Season	4
Additional Adult - Sr Couple (+1), Weekday (+1), Family (+1 adult, +1 each child to age 25)	Base + \$250 each	\$275.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Additional Child 5-17	Base + \$125 each	\$137.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Patron Card *25% discount on all green fees (does not apply to cart rentals; non-transferrable/card holder only) *10% discount on merchandise (no special orders)	\$93.00	\$102.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Carts (Does not include tax)	2024 Season Fee			
Annual Trail Fee – Personal Cart	\$350.00	\$385.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Daily Trail Fee - Personal Cart	\$12.00	\$13.00	2025 Season (approved at 6/18/24 City Council Meeting)	4

Owatonna Parks and Recreation Fees Manual
(published date 11/20/24)

Annual Cart – Single (½ cart)	\$460.00	\$500.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
9-Hole Cart Rental	\$13.00			4
18-Hole Cart Rental	\$20.00			4
Pull Cart Rental - 9 Hole	\$5.00			4
Pull Cart Rental - 18 Hole	\$9.00			4
Green Fees (Includes surcharge, does not include tax)	2024 Season Fee			
9-Holes Weekday (M-F)	\$23.00	\$25.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
9-Holes Weekend and Federal Holidays	\$27.00	\$30.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
18-Holes Weekday (M-F)	\$35.00	\$38.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
18-Hole Weekend and Federal Holidays	\$39.00	\$43.00	2025 Season (approved at 6/18/24 City Council Meeting)	4
Junior Rate (5-17)	50% of Standard Rate			4
Senior rate (62+)	90% of Standard Rate			4
Demand Based Specials - Requires Manager Approval (includes surcharge, does not include tax)	2024 Season Fee			
Discount based on current Tee Time demand and patterns	NA	up to 25% off standard Green Fee and Cart Rates	2025 Season	4
Standard Specials - (includes surcharge, does not include tax)	2024 Season Fee			

Owatonna Parks and Recreation Fees Manual

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Buck-a-Hole Special 9-Holes (<i>Week of Aeriating Greens & October 1 thru end of season end</i>)	\$9.00			4
Buck-a-Hole Special 18-Holes (<i>Week of Aeriating Greens & October 1 - season end</i>)	\$18.00			4
Course Events and Programs	NA	<i>\$0-\$75 on Green Fees and Cart rates</i>	<i>2025 Season</i>	4
Lessons:	2024 Season Fee			
1 hour lesson	\$40.00			4
5 package - 1 hour lesson	\$150.00			4
Tournament: Minimum of 10 teams/40 golfers required to qualify for tournament rates (Prices do not include tax.)	2024 Season Fee			
18-Holes Weekend & Holidays (Thru Labor Day) - Base Rate	NA	<i>\$60.00</i>	<i>2025 Season</i>	4
18-Holes Weekend & Holidays (Post Labor Day)	NA	<i>15% off Base Rate</i>	<i>2025 Season</i>	4
18-Holes Weekday (Thru Labor Day)	NA	<i>15% off Base Rate</i>	<i>2025 Season</i>	4
18-Holes Weekday (Post Labor Day)	NA	<i>30% off Base Rate</i>	<i>2025 Season</i>	4
9-Holes Weekday (Thru Labor Day) - Base Rate	NA	<i>\$35.00</i>	<i>2025 Season</i>	4
9-Holes Weekday (Post Labor Day)	NA	<i>15% off Base Rate</i>	<i>2025 Season</i>	4
18-Holes	\$65.00	<i>Discontinue</i>	<i>Discontinue</i>	4
Carts for Riders/Spectators (40 or less Carts needed)	\$44.00	<i>Standard Cart Rental Rates</i>	<i>2025 Season</i>	4
Carts for Riders/Spectators (41+ Carts needed)	\$44.00	<i>\$48.00</i>	<i>2025 Season</i>	4
Big Cup Event (additional fee)	\$275.00			4
Group Outtings: Minimum of 16 golfers is required to qualify for large group rates (Prices do not include tax.)				
18-Holes w/Cart Weekday (Thru Labor Day)	NA	<i>15% off Standard Green Fees</i>	<i>2025 Season</i>	4
18-Holes w/Cart Weekday (Post Labor Day)	NA	<i>20% off Standard Green Fees</i>	<i>2025 Season</i>	4

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18-Holes w/Cart Weekend & Holidays (Thru Labor Day)	NA	<i>10% off Standard Green Fees</i>	<i>2025 Season</i>	4
18-Holes w/Cart Weekend & Holidays (Post Labor Day)	NA	<i>15% off Standard Green Fees</i>	<i>2025 Season</i>	4

Owatonna Parks and Recreation Fees Manual
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Rentals	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Shelters				
Daily Rental-Small Pavilion	\$80.00			4
Daily Rental- Large Pavilion	\$100.00			4
Morehouse Chalet	\$175.00			4
Central Park Stage	\$250.00			4
Tennis & Fitness Center				
Fitness Center Activity Room	\$45 per hour			4
Basketball Court per hour	\$45 per hour			4
Tennis/Pickleball Court – Group Rental (2 weeks or more in advance)	\$22.00			4
Tennis/Pickleball Court – Group Rental (less than 2 weeks in advance)	\$24.00			4
Tennis/Pickleball Court - Group Rental Facility Hold Rate (available May-October only)	NA	\$25/hour	1/1/2025	4
Swimming Pool	\$70 per hour			4
Social Commons				
Multipurpose Room Standard Rate per hour	\$60.00			4
Multipurpose Room Non-Profit Rate per hour	\$40.00			3
Multipurpose Room with Kitchen Standard Rate per hour	\$75.00			4
Multipurpose Room with Kitchen Non-Profit Rate per hour	\$55.00			3
West Meeting Room 2 nd floor Standard Rate per hour	\$40.00			4
West Meeting Room 2 nd floor Non-Profit Rate per hour	\$30.00			3
Program Room 2 – Standard Rate per hour	\$20.00			4
Program Room 2 – Non-Profit Rate per hour	\$15.00			3

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Board Room – Standard Rate per hour	\$40.00			4
Board Room – Non-Profit Rate per hour	\$30.00			3
Lake Kohlmier				
Equipment Rental (Kayaks, Hydro Bike, Canoe, Paddle Board, Paddle Boat)	\$6.50			3
Summer Individual Pass	\$25 + Tax			3
Large Group Rental	\$115 for 2 hours (10 vessels)			4
LK Plus Pass (includined in RSWP Section)	\$18.00 per person			4

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Diamond Fields Rental	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model																																																				
Games: Game Standard rental is per game and includes the following: *Exclusive use of the field *Concession stands *Field prepped *Field chalked *Prepped – restrooms, dugouts/seating area, trash cans Tournaments: Tournament rental is per day per field and includes the Game Standards package, except for the concession stand which is available for \$30 per day. Additional add-ons below available for purchase for tournaments. Premier Field: Dartt’s Park, Jaycee Park, Fairgrounds Fields, Miracle Field (excludes lights), Morehouse Park Secondary Field: Manthey Park (Baseball), McKinley (1 field) Basic Field: Brown Park, Lincoln, Manthey Park (Softball), McKinley (2 fields) <table><tr><th></th><th>Premier</th><th>Secondary</th><th>Basic</th></tr><tr><td>Irrigation</td><td>■</td><td>■</td><td></td></tr><tr><td>Dugouts</td><td>■</td><td>■</td><td></td></tr><tr><td>Bleacher</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Concessions</td><td>■</td><td>■</td><td></td></tr><tr><td>Fence/Gates</td><td>■</td><td>■</td><td></td></tr><tr><td>Scoreboard</td><td>■</td><td></td><td></td></tr><tr><td>Lights</td><td>■</td><td></td><td></td></tr><tr><td>PA System</td><td>■</td><td></td><td></td></tr><tr><td>Turf Management</td><td>■</td><td></td><td></td></tr><tr><td>Restrooms</td><td>■</td><td>■</td><td></td></tr><tr><td>Player Benches</td><td>■</td><td>■</td><td>■</td></tr><tr><td>Grandstand</td><td>■</td><td></td><td></td></tr></table>		Premier	Secondary	Basic	Irrigation	■	■		Dugouts	■	■		Bleacher	■	■	■	Concessions	■	■		Fence/Gates	■	■		Scoreboard	■			Lights	■			PA System	■			Turf Management	■			Restrooms	■	■		Player Benches	■	■	■	Grandstand	■			Game fee: Per game Tournament fee: Per day per field <u>Premier Field</u> Base Rate: \$125 Teen Program ages 13-18: \$68.75 (45% discount) Youth Program ages 0-12: \$56.25 (55% discount) <u>Secondary Field</u> Base Rate: \$95 Teen Program ages 13-18: \$52.25 (45% discount) Youth Program ages 0-12: \$42.75 (55% discount)			2-4
	Premier	Secondary	Basic																																																					
Irrigation	■	■																																																						
Dugouts	■	■																																																						
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Player Benches	■	■	■																																																					
Grandstand	■																																																							

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Must make reservation 72 hours in advance, permit holder is responsible for: trash pickup on grounds, bleachers/seating, dugout and concessions and raking around bases, home plate and pitcher mound.	Basic Field Base Rate \$75 Teen Program ages 13-18: \$41.25 (45% discount) Youth Program ages 0-12: \$33.75 (55% discount)			
Additional add-ons for Tournaments				
Concession Stand for Tournaments	\$50 per day			4
Additional Restroom Cleaning	\$40/time per site			4
Additional Garbage Service	\$40/time per site			4
Manual Trash Picking	\$40/hour			4
Additional Field Prep (4 hour minimum, must be a continuous stretch of time)	\$60/hour up to 4 fields			4
Rental of City Rakes and Chalker – No Labor Provided	\$30 per tournament			4
Temporary Portable Fence – includes set-up & tear down	\$150 per field			4
Bleachers	\$150 each set + labor			4
Player Benches	\$40 plus labor			4
Chalk	\$25 per bag			4
Diamond Dry	\$30 per bag			4
Additional Portable Restrooms – cost to be paid by renter	* Rate by company			4

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Adult & Youth Programs	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Adult Sports				
Men's Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Co-Rec Softball Fee (Player & Team Fee Combined) 20 games + playoffs	\$850.00			4
Fall Men's Softball Fee (Player & Team Fee Combined) 10 games	\$425.00			4
Fall Co-Rec Softball Fee (Player & Team Fee Combined) 10 games with no playoffs	\$425.00			4
Bag Toss Team Fee (Summer) 10 weeks + double elimination playoffs	\$65.00			4
Bag Toss Team Fee (Fall) 5 weeks + single elimination playoffs	\$40.00			4
Bag Toss Team Fee (Winter) 8 weeks + single elimination playoffs	\$50.00			4
Men's & Women's Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Co-Rec Volleyball Registration Fee 12 weeks + single elimination playoffs	\$450.00			4
Tennis and Pickleball Drop-In Leagues/Programs	Season Pass Holder \$6/Non-Season Pass holder \$15	<i>Season Pass Holder \$5/Non-Season Pass holder \$10</i>	12/1/2024	4
Tennis UTR/USTA Tournaments	\$20-\$50 (based on Tournament Level)			4
Pickleball DUPR Matchplay	Season Pass Holder \$5/Non-Season Pass holder \$10			4
Women's Thursday Morning Drill	\$10.00			4
Noon Basketball	\$125.00			4
Youth Sports Programs				
T-Ball	\$48.00			3
Coach Pitch (Mini Sluggers) Baseball	\$54.00			3
Machine Pitch Baseball (Grade 2)	\$75.00			3

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Player Pitch Baseball (Grade 3-4)	\$90.00			3
Soccer	\$58.00			3
Football (Grade 1-2)	\$35.00			3
Football (Grade 3-6)	\$90.00			3
Volleyball (Grade 1-2)	\$32.00			3
Volleyball (Grade 3-6)	\$55.00			3
Basketball (Grade K-2)	\$48.00			3
Basketball (Grade 3-6)	\$58.00			3
Adaptive Baseball	\$48.00			2
Bag Toss	\$40.00			3
Little Tykes Sports Camp	\$28.00			2
Tennis and Pickleball Lessons				
Private Lesson Youth ½ hour	\$35.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	4
Private Lesson Youth 1 hour	\$60.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	4
Private Lesson Adult ½ hour	\$35.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	4
Private Lesson Adult 1 hour	\$65.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	4
Tennis Lesson Drop-In (per class)	\$12.00 - \$24.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	4
Star Academy Advanced	\$192.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	<i>12/31/2024</i>	3

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Star Academy Middle School & Intermediate	\$192.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Young Stars (orange ball)	\$96.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Shooting Starts (red ball)	\$96.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Pickleball Beginner	\$80.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Pickleball Stars Academy 12U	\$120.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Pickleball Stars Academy 18U	\$120.00	<i>Discontinued (Current Tennis Contractor Fee Structure)</i>	12/31/2024	3
Beginner 1 Youth Lessons (per class)	NA	\$10.00	1/1/2025	3
Beginner 2 Youth Lessons (per class)	NA	\$11.00	1/1/2025	3
Beginner 1 Adult Lessons (per class)	NA	\$12.00	1/1/2025	3
Beginner 2 Adult Lessons (per class)	NA	\$12.00	1/1/2025	3
Tennis & Pickleball Tournament Registration Fees	NA	<i>Based on Tournament Structure</i>	1/1/2025	3

Owatonna Parks and Recreation Fees Manual
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Adult Leisure Pursuits/50+ Programming	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Membership - 2024	\$40+Tax			4
Membership - 2024 Prorated	Remainer of year + tax			3
Membership - 2025	\$45 +Tax (\$5 discount with reuse of membership card)			3
Regular Programs	\$0-\$30 +Tax			4
Trips (cost range)	\$20-\$150 +Tax			4
Adaptive Recreation	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Adaptive Recreation weekly programs (cost varies depending on supplies needed)	\$0-\$14			3
Bowling League – Weekly rate	Bowling Alley Rate + \$2.25	<i>Bowling Alley Rate + \$2.50</i>	<i>(approved 6/18/24; effective 1/1/25)</i>	4
Special Events/Family Programs	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Bold & Cold - Winter Weekend Out/GEMS Days - Summer Weekend Out programs (fees vary per activity)	0-\$10			1
Rec on the Go	\$0.00			1
Family Recreation Programs	\$5-\$8			3-4
Camps	\$25-\$90			3-4
Private Group Lesson Range (Fishing, Archery, Geocaching, etc)	\$50 - \$100 Per Hour			4
Snowshoe Rentals	\$5 Per Day			4
Other	Current Approved Fee	Updated Fee	Effective Date	Cost Recovery Model
Late Fee	\$25.00			4
Late Fee Adult Softball & Volleyball Team	\$150/team			4
Late Fee Adult Bag Toss	\$25/team			4
Owatonna Soccer Association - Spring/Summer Player Fee (City Limits)	\$50.00			3

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



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Clay Liner Testing - Northridge Pond - American Engineering Testing

Purpose:

Requesting City Council approve the American Engineering Testing (AET) Clay Liner Testing for the Northridge Pond.

Background:

Clay Liner Testing services for the Northridge pond have been requested to evaluate applicability of City owned stockpile material for use as a clay pond liner. Pond liners are needed when soil structure below a pond consists of well draining material and such is the case for the Northridge pond. One purpose of a wet pond is to provide water quality by allowing inflowing stormwater time to settle out particulates and sediment. If ponds do not maintain their wet pool volume, water quality treatment is ineffective.

The Proposal includes:

- Test Pit Observations and Sampling
- Standard Proctor
- Atterberg Plasticity Index
- Hydraulic Conductivity of Remolded Clay
- Project Management and Reporting
- Project Administrator

Services will be performed on a will-call basis when requested by the project personnel.

Budget Impact:

Costs are not to exceed \$3,779.50 without prior authorization and will be paid for with stormwater funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Clay Liner Testing Proposal - American Engineering Testing

November 12, 2024



ACKNOWLEDGMENT AND AGREEMENT OF SERVICES

The services of American Engineering Testing, Inc., (AET) have been requested for the referenced project by Bradley Rademacher of The City of Owatonna on September 26, 2024.

Understood information from requesting party includes the following:

Project Name: City of Owatonna Clay Liner Testing
Owatonna, MN

Client: City of Owatonna
Client Address: 540 West Hills Circle
Owatonna, MN 55060

Client Contact: Bradley Rademacher
Client E-Mail: Bradley.rademacher@owatonna.gov

UNDERSTOOD SCOPE OF SERVICES

Based on our review of the project documents, we understand our scope of services may include the following:

Test Pit Observations and Sampling
Standard Proctor
Atterberg Plasticity Index
Hydraulic Conductivity of Remolded Clay
Project Management and Reporting
Project Administrator

Our services will be performed on a will-call basis when requested by the project personnel.

This proposal is valid for a period of 90 days from the date issued.



FEES

Unit rate basis per the attached Fee Schedule. Our services will be invoiced on a time and material basis.

TERMS/CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client re-requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

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

OTHER ATTACHMENTS (PART OF THIS AGREEMENT)

Project Fee Schedule
Service Agreement – Terms and Conditions

AET Representative:

A handwritten signature in blue ink, appearing to read 'S. L. Mullen', is written over a horizontal line.

Stephen L. Mullen, PE
Area Manager/Senior Engineer
smullen@teamAET.com
Work: 507-281-3547



ACCEPTANCE AND AUTHORIZATION:

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
CITY OF OWATONNA CLAY LINER TESTING
OWATONNA, MN
AET PROPOSAL No. P-0038808



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations			
Compaction Testing			
Excavation Observations - Engineer I for observations of excavations, consultation and reporting (assumes 1 trip to the jobsite).	4 Hour	\$165.00	\$660.00
Personal or company vehicle mileage.	90 Mile	\$1.25	\$112.50
Section Subtotal:			\$772.50
Laboratory Work			
ASTM D698 Standard Proctor	2 Test	\$173.00	\$346.00
ASTM D4318 Atterberg Plasticity Index	2 Test	\$148.00	\$296.00
ASTM D422 Particle Size Analysis of Soils (includes gradation)	2 Test	\$263.00	\$526.00
ASTM D5856 Hydraulic Conductivity of Remolded Clay Using Rigid Wall Permeater	2 Test	\$457.00	\$914.00
Section Subtotal:			\$2,082.00
Project Management & Coordination			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	4 Hour	\$210.00	\$840.00
Project Administrator for report preparation, review, invoicing.	1 Hour	\$85.00	\$85.00
Section Subtotal:			\$925.00
ESTIMATED SALES BUDGET			\$3,779.50

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 – Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

2.2 – Client acknowledges that in the normal course of its Services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

2.4 – **Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.**

SECTION 3 - SAFETY

3.1 – Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

4.1 – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 – Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET’s office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After seven (7) days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Geotechnical Services Agreement Amendment 2 - Vine Street Parking Lot - American Engineering Testing

Purpose:

Requesting City Council approval of the American Engineering Testing (AET) Geotechnical Exploration Services for the Vine Street Parking Lot Amendment 2.

Background:

Additional testing services were required for the Vine Street Parking Lot. The scope of services included sieve analysis of coarse and fine aggregate, concrete test cylinders and project management fees.

Budget Impact:

The cost of the additional services \$1,896.00 for a total agreement amount of \$9,696.75. Costs will be paid for using the Capital Improvement Funds designated for the Vine Street Parking Lot.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Geotechnical Services Agreement - Amendment 2 - Vine Street Parking Lot - American Engineering Testing

PROJECT TESTING SERVICES FEE SCHEDULE
VINE STREET PARKING LOT
OWATONNA, MN
AET PROPOSAL No. P-0037419



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	\$133.00	\$266.00
Section Subtotal:			\$266.00
<i>Reinforcing Steel Observations & Concrete Testing</i>			
<i>Concrete Testing</i>			
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	40 Test	\$32.00	\$1,280.00
Section Subtotal:			\$1,280.00
<i>Project Management & Coordination</i>			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	1 Hour	\$180.00	\$180.00
Project Administrator for report preparation, review, invoicing.	2 Hour	\$85.00	\$170.00
Section Subtotal:			\$350.00
ESTIMATED SALES BUDGET			\$1,896.00



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: 2024-2025 Sidewalk Snow Removal Agreement - From the Ground Up LLC

Purpose:

Requesting City Council approval of the 2024-2025 Sidewalk Snow Removal Agreement with From the Ground Up, LLC.

Background:

According to City Ordinance 94.005, property owners in the City of Owatonna are responsible for removing snow and ice from sidewalks surrounding their property. Any accumulated snow and ice must be removed from all city sidewalks within 24 hours from the time the snow ceases to accumulate on the sidewalk. Property owners who do not follow this ordinance will receive a written notice requiring that they remove the snow within the next 24 hours. If snow is not removed within the posted 24-hour notice, the City Engineer may have the snow removed. All related costs and an administrative citation will be billed to the property owner for the removal of the snow.

To ensure fair and consistent pricing is maintained throughout the season, a Request for Proposals was posted on ProcureNow from September 30, 2024 to October 30, 2024. One proposal was submitted by From the Ground Up, LLC of Owatonna. From the Ground Up, LLC's submitted proposal satisfies the criteria outlined in the Request for Proposals. See the attached pricing table for the 2024-2025 Snow Removal Costs.

Budget Impact:

Costs incurred are billed to the property owners. Unpaid invoices are subject to collection through the assessment process.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. From the Ground Up Sidewalk Clearing Proposal - 2024 2025



City of Owatonna
Public Works

Sean Murphy, City Engineer/Public Works Director
540 West Hills Circle, Owatonna, MN 55060

EVALUATION TABULATION

RFP No. 2024-SNOW

2024-2025 Winter Season Sidewalk Snow Removal

RESPONSE DEADLINE: October 30, 2024 at 4:00 pm

Report Generated: Thursday, November 7, 2024

TABLE 1

*Line items have been negotiated from the original submission

				From the Ground Up LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost
Mobilization	The cost per mobilization for on-call services based upon a 24-hour response time from call to arrival on-site. Mobilization includes photograph documentation and uploading as outlined in the Primary Task section.	1	LUMP SUM	\$135.00
Sidewalk clearing*	Removal costs for sidewalk based upon per linear foot of sidewalk.	1	LIN FT	\$0.75/linear foot exceeding 100 ft
Pedestrian Ramp*	Removal costs for pedestrian ramp based upon per linear foot.	1	EACH	\$55.00
Sand/Salt	Costs for salting and/or sanding shall be based upon per linear foot of treatment.	1	LIN FT	\$0.60

Mitchell Mulert
From the Ground Up

11/12/2024

Kris Busse
City Administrator, City of Owatonna



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: City-Township Annexation Agreement - Owatonna Township

Purpose:

Request Council approval of a City-Township Annexation Agreement with Owatonna Township.

Background:

The City of Owatonna has had an annexation agreement with Owatonna Township since the late 1980s. This has allowed property to be annexed into the city in an orderly fashion based on certain criteria being met in the agreement. Owatonna Township has been very cooperative in assisting the city in accommodating growth and it is important to maintain that relationship for continued growth.

The existing annexation agreement will expire on December 31, 2024 and staff has been meeting with Owatonna Township officials on the proposed annexation agreement. Both sides are comfortable with the current agreement; there are no changes proposed to the annexation agreement. Owatonna Township has approved the agreement. This agreement can be extended annually if both parties agree.

Budget Impact:

There is no budget impact.

Staff Recommendation:

Staff recommends approval of this Annexation Agreement with Owatonna Township.

Attachments:

1. 2025 Annexation Agreement

CITY –TOWNSHIP ANNEXATION AGREEMENT

Effective January 1, 2025

The City of Owatonna and the Town of Owatonna do hereby enter into this Annexation Agreement.

PURPOSE

The purpose of this Annexation Agreement shall be to provide land areas for the growth of the City of Owatonna and further, to provide for the protection of agricultural and other lands within the Town of Owatonna from urban and suburban development and to promote an organized framework for systematic annexation, provided that the described areas are determined to be ready for annexation.

AREA A

This area has relatively immediate development potential. The City will support annexations within this area in as much as extension of services can be done in an orderly and cost effective way. The Township will not object to annexation requests within these areas, provided the City will install water and sewer within two years after annexation. Furthermore, Township will prohibit non-farm uses of the property in these areas. In instances where individual property owners can substantiate that within the previous five years from when city sanitary sewer becomes available, at least \$900 has been spent to refurbish or reconstruct the on-site sewage treatment system and that such system is functioning properly and conforming to applicable codes, the property owner may defer hooking up to the city's sewer system for a period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be connected to city sewer and water lines, existing on-site systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid in conformance with prevailing assessment policy and the original interest rate.

AREA B

1. The City views this area as having potential for industrial and possibly some limited commercial expansion. The City views the area as being available for continued commercial/industrial expansion and will support annexation as long as such proposals will provide for the orderly extension of streets and utility services. While this area is under Township jurisdiction only farm uses shall be permitted.

AREA C

1. These areas have a largely residential development potential. The City will accept requests for annexation based on the ability to extend city services to the property, the costs of such extensions, and how such costs shall be born. Total annexations in this area shall not exceed 65 acres in any year that the agreement is in effect. A specific petition for annexation shall not exceed 60 acres and the City may require that such request be reduced in area in a manner

specified by the City. The Township shall not object to annexations within this area that are in compliance with the terms of this agreement.

2. These areas have residential development potential. The City will not support annexation within these areas until such time that the number of available single family lots in the City with utility services in place falls below 350. In addition, such parcels proposed for annexation must border City Limits by no less than 20% of the property's perimeter. While the area is under Township jurisdiction, the only new uses permitted shall farm uses.

GENERAL PROVISIONS

1. Requests for annexations shall be presented to the Owatonna Town Board for review unless both the City and Township waive this provision.

2. The Annexation Agreement shall be in effect for one year. Each year the agreement may be reviewed and upon majority vote of the governing bodies, a one year extension of the agreement with any approved revisions shall be made.

3. Relative to references to commercial and industrial development, proposed development shall mean imminent construction of buildings and structures or the platting of property into lots for future sale if the total property to be annexed is not larger than 160 acres and available property zoned for industrial uses within City Limits and west of I-35 drops below 150 acres with not less than two parcels of 40 acres (no side of which is over 1600 feet in length).

4. The terms of this agreement may be altered by joint resolution of the Township and City.

5. The City shall reimburse the Township for lost property taxes for annexed property. The petitioner will be responsible for paying the 10 years of the township share of property taxes as a portion of the application fee to the City. The City will send a check to Owatonna Township within 90 days of the annexation being approved by the Administrative Law Judge.

6. Within the designated annexation areas the Township will give the City written notice prior to all zone change requests, requests for subdivision, variances, conditional uses and non-farm building permits.

7. The term "farm uses" as used in this agreement, shall mean such uses commonly associated with the growing of produce on farms; including field crop farming, pasture for hay, fruit growing, tree, plant, shrub or flower nursery, truck gardening and the raising of livestock but not including commercial feedlots; and accessory operations that are clearly secondary, incidental and directly related to the farming operation.

8. If the City, by way of operation of this agreement or petition by a property owner desires to annex property, the City shall notify the Township of the proposed annexation which should include the following:

- A. Description and map of the parcel to be considered.
- B. The proposed use and development of said property.
- C. The proposed services to be provided including water, sewer, police, fire, refuse and roads. Said list is not exclusive and can include additional municipal services.

- D. The staging or time period in which the annexation is to occur and the period that the services will be developed.
- E. Any change that is required in the Comprehensive Plan and/or zoning and subdivision ordinance of the City.

9. At the time of purchase, the City shall reimburse the Township for lost property taxes on property in the Township that is purchased by the City, such amount to be equivalent of ten years tax revenue collected by the Township for the property purchased.

IN WITNESS WHEREOF both parties have caused this agreement to be executed on the date opposite their signatures below.

TOWN OF OWATONNA

BY Dan DeSousa
Chairman

[Signature]
Town Clerk

DATE 11/17/24

CITY OF OWATONNA

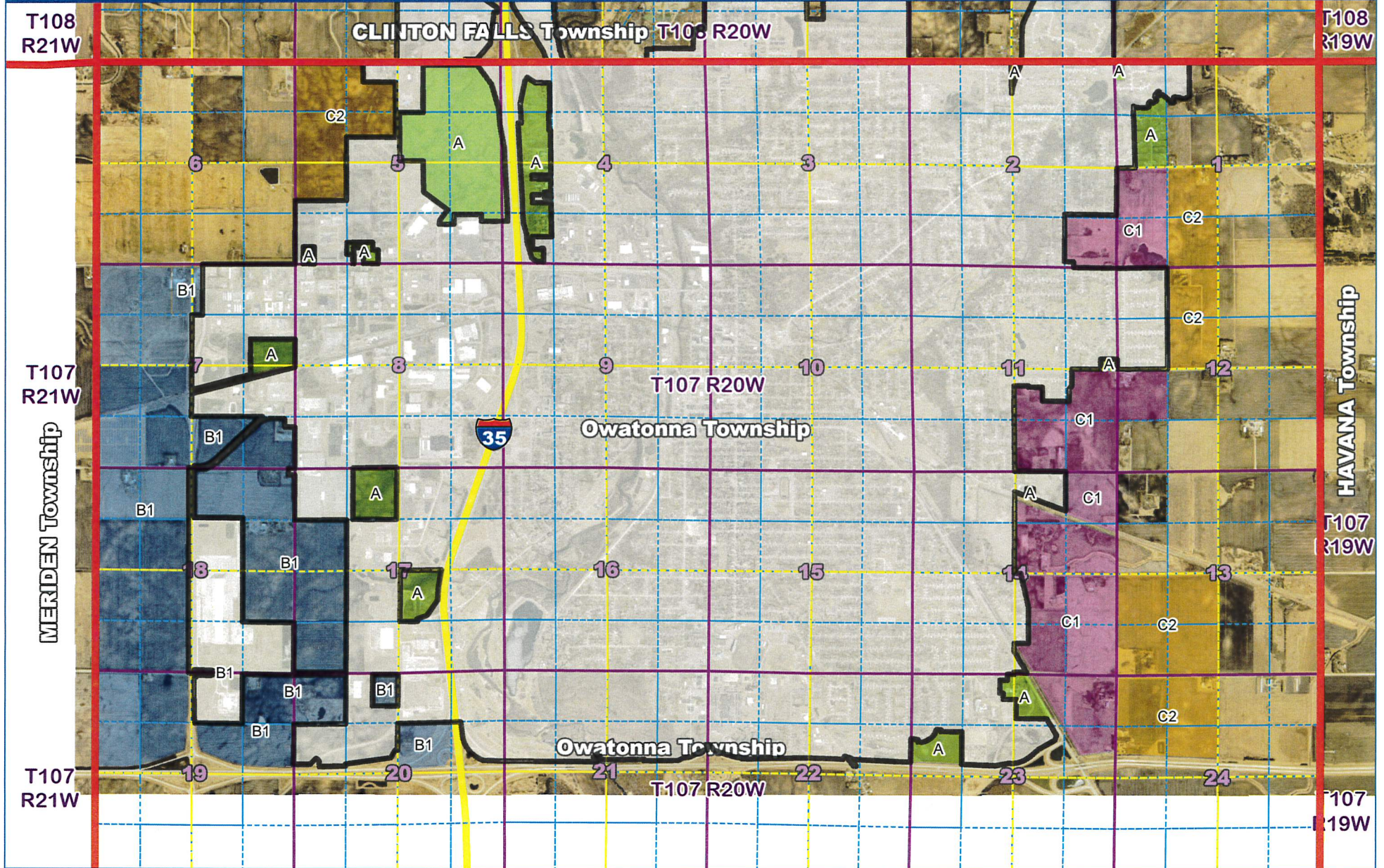
Mayor _____

Attest _____
City Administrator

DATE _____

2025 Owatonna Township Orderly Annexation

City of Owatonna



RECAP:

\$	81,250.92	Century Fence Co - Regional airport security fencing & gates
	132,927.58	Nero Engineering - WWTF upgrade & expansion project - October 2024
	896,038.71	Rice Lake Construction Group - WWTP expansion - pay est #29
	375,611.95	Wencl Construction - 23005 Vine Street lot - pay est #2
	25,190.70	WHKS & Co - staff augmentation - October 2024
	<u>180,856.73</u>	OTHER EXPENDITURES
\$	<u><u>1,691,876.59</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
380580	11/19/24	ADOLFO VARGAS	200.00	0	Regular
380581	11/19/24	ALDEN POOL & MUNI SUPPLY CO	405.00	0	Regular
380582	11/19/24	ALEXANDER LUMBER COMPANY	168.19	0	Regular
380583	11/19/24	ANCOM	419.70	R	ACH
380584	11/19/24	ANHORN'S GAS & TIRE	201.35	0	Regular
380585	11/19/24	APG MEDIA OF SO MINNESOTA LLC	550.95	0	Regular
380586	11/19/24	APG MEDIA OF SO MINNESOTA LLC	61.88	0	Regular
380587	11/19/24	APPLIED CONCEPTS INC	450.00	0	Regular
380588	11/19/24	ASPEN MILLS INCORPORATED	12.00	0	Regular
380589	11/19/24	AT&T	925.00	0	Regular
380590	11/19/24	BACHMAN'S CREDIT DEPT	161.25	R	ACH
380591	11/19/24	BAKER & TAYLOR BOOKS	391.10	R	ACH
380592	11/19/24	BIZZY BEE CLEANING LLC	1,650.00	0	Regular
380593	11/19/24	BOUND TREE MEDICAL LLC	262.00	0	Regular
380594	11/19/24	BOYER TRUCK PARTS	99.16	0	Regular
380595	11/19/24	BROWNELLS	24.59	0	Regular
380596	11/19/24	CAVALIER COACHES INC	2,020.00	0	Regular
380597	11/19/24	CEDAR VALLEY SERVICES INC	103.75	R	ACH
380598	11/19/24	CEMSTONE CONCRETE MATERIAL LLC	3,956.75	0	Regular
380599	11/19/24	CEMSTONE PRODUCTS CO	245.30	0	Regular
380600	11/19/24	CENTRAL FARM SERVICE	3,911.71	0	Regular
380601	11/19/24	CENTURY FENCE CO	81,250.92	0	Regular
380602	11/19/24	CHRISTIAN SKJEVELAND	215.40	0	Regular
380603	11/19/24	CHRISTINE M TRYHUS	1,180.00	0	Regular
380604	11/19/24	CITY OF BLOOMING PRAIRIE	1,964.74	R	ACH
380605	11/19/24	CITY OF OWATONNA	58.00	0	Regular
380606	11/19/24	CLAREYS SAFETY EQUIPMENT	387.00	R	ACH
380607	11/19/24	CLUB CADDIE	500.00	0	Regular
380608	11/19/24	COURT SPORTS AND MORE	192.00	R	ACH
380609	11/19/24	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
380610	11/19/24	CRANE CREEK ASPHALT	2,410.34	R	ACH
380611	11/19/24	CURT'S TRUCK & DIESEL SERVICE	44.85	R	ACH
380612	11/19/24	DEAN'S WESTSIDE TOWING	150.00	R	ACH
380613	11/19/24	DELL MARKETING LP	1,893.75	R	ACH
380614	11/19/24	DISH	276.19	0	Regular
380615	11/19/24	EARL F ANDERSEN & ASSOC	2,772.82	0	Regular
380616	11/19/24	ELECTRIC PUMP INC	2,693.75	R	ACH
380617	11/19/24	EMPLOYEE STRATEGIES INC	262.50	R	ACH
380618	11/19/24	FASTENAL COMPANY	1,208.29	R	ACH
380619	11/19/24	FIRST SUPPLY OWATONNA	722.95	R	ACH
380620	11/19/24	FOUR SEASONS ELECTRIC	2,280.73	R	ACH
380621	11/19/24	GENERAL EQUIPMENT COMPANY	2,497.50	0	Regular
380622	11/19/24	HEIMAN INC	193.00	R	ACH
380623	11/19/24	HUBER SUPPLY CO INC	20.15	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
380624	11/19/24	IFACS	668.61	R	ACH
380625	11/19/24	INNOVATIVE OFFICE SOLUTIONS	123.27	0	Regular
380626	11/19/24	INSTY PRINTS	158.13	R	ACH
380627	11/19/24	JACKSON & ASSOCIATES LLC	4,500.00	0	Regular
380628	11/19/24	JJD COMPANIES LLC	5,070.50	R	ACH
380629	11/19/24	KAPPYS COLLISION CENTER LLC	4,778.92	0	Regular
380630	11/19/24	KARI MARIE JACOTT LPCC	825.00	0	Regular
380631	11/19/24	KATHRYN MOUW MSW LICSW LADC	2,400.00	0	Regular
380632	11/19/24	KOWZ-FM	500.00	R	ACH
380633	11/19/24	KWIK TRIP INC	117.65	0	Regular
380634	11/19/24	LAWSON AUTOMOTIVE LLC	29.28	R	ACH
380635	11/19/24	LAWSON PRODUCTS	62.66	0	Regular
380636	11/19/24	LEADSONLINE LLC	8,788.00	0	Regular
380637	11/19/24	LEGENCE SUBSIDIARY HOLDINGS LL	9,325.00	R	ACH
380638	11/19/24	LINDER DIGITAL	1,180.00	R	ACH
380639	11/19/24	MANKE'S OUTDOOR EQUIP & APPL	104.97	R	ACH
380640	11/19/24	MARCO TECHNOLOGIES LLC	858.73	R	ACH
380641	11/19/24	MATTHEW R HOKANSON	4,621.95	R	ACH
380642	11/19/24	MCNEILUS STEEL INC	38.16	R	ACH
380643	11/19/24	MED COMPASS	802.00	R	ACH
380644	11/19/24	METRO SALES INC	1,507.33	0	Regular
380645	11/19/24	METRONET SYSTEMS HOLDINGS LLC	83.06	R	ACH
380646	11/19/24	MIDWEST TAPE LLC	2,461.75	R	ACH
380647	11/19/24	MIKE'S REPAIR	1,826.00	R	ACH
380648	11/19/24	MN VALLEY TESTING LABS INC	708.00	R	ACH
380649	11/19/24	MRI SOFTWARE LLC	25.00	R	ACH
380650	11/19/24	MTI DISTRIBUTING INC	1,344.49	R	ACH
380651	11/19/24	NAPA AUTO PARTS	226.36	R	ACH
380652	11/19/24	NEAR NORTH TITLE GROUP	200.00	0	Regular
380653	11/19/24	NERO ENGINEERING	132,927.58	R	ACH
380654	11/19/24	NORTHLAND FARM SYSTEMS	431.63	R	ACH
380655	11/19/24	OPG-3	10,963.07	0	Regular
380656	11/19/24	OWATONNA PUBLIC UTILITIES	2,398.42	R	ACH
380657	11/19/24	OWATONNA VETERINARY HOSPITAL	25.00	0	Regular
380658	11/19/24	OWT HARDWARE	312.56	0	Regular
380659	11/19/24	PAAPE COMPANIES INC	300.06	R	ACH
380660	11/19/24	PDI	46.66	0	Regular
380661	11/19/24	PIONEER MANUFACTURING COMPANY	812.70	R	ACH
380662	11/19/24	POLICE TRAK SYSTEMS	700.00	0	Regular
380663	11/19/24	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
380664	11/19/24	QUADIENT LEASING USA INC	506.25	0	Regular
380665	11/19/24	RADARSIGN LLC	9,832.00	0	Regular
380666	11/19/24	RENT N SAVE PORTABLE SERVICES	470.25	R	ACH
380667	11/19/24	RICE LAKE CONSTRUCTION GROUP	896,038.71	R	ACH
380668	11/19/24	SELCO	2,381.45	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
380669	11/19/24	SHERWIN WILLIAMS COMPANY	131.01	0	Regular
380670	11/19/24	SHI INTERNATIONAL CORP	6,547.70	0	Regular
380671	11/19/24	SHRED RIGHT	42.53	R	ACH
380672	11/19/24	SIGN PRO OF OWATONNA	95.40	0	Regular
380673	11/19/24	SPARETIME ENTERTAINMENT LLC	3,780.00	0	Regular
380674	11/19/24	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
380675	11/19/24	SPS COMPANIES INC	167.58	R	ACH
380676	11/19/24	STATE INDUSTRIAL PRODUCTS	948.53	R	ACH
380677	11/19/24	STEELE COUNTY TREASURER	6,314.36	0	Regular
380678	11/19/24	STENDEL BRIAN & SUSAN	3,312.00	0	Regular
380679	11/19/24	STEVE JAMES EXCAVATING INC	467.25	R	ACH
380680	11/19/24	STEWART COMPANIES INC	108.30	0	Regular
380681	11/19/24	STEWART DENISE	430.26	0	Regular
380682	11/19/24	STEWART SANITATION	1,729.96	0	Regular
380683	11/19/24	SUR TEC INC	4,613.00	0	Regular
380684	11/19/24	TERRACON CONSULTANTS INC	4,728.75	R	ACH
380685	11/19/24	THE PUBLIC SAFETY STORE	272.08	0	Regular
380686	11/19/24	THOMPSON SANITATION INC	236.40	R	ACH
380687	11/19/24	UNBOUND EVENTS INC	2,500.00	0	Regular
380688	11/19/24	UNITED WAY	100.00	0	Regular
380689	11/19/24	US BANK	275.00	0	Regular
380690	11/19/24	UTILITY CONSULTANTS INC	5,066.21	R	ACH
380691	11/19/24	UTILOTUS LLC	1,150.00	0	Regular
380692	11/19/24	VAN METER INC	34.55	0	Regular
380693	11/19/24	VERIZON WIRELESS	444.92	0	Regular
380694	11/19/24	VESTIS FIRST AID	195.21	0	Regular
380695	11/19/24	VESTIS GROUP INC	512.59	0	Regular
380696	11/19/24	WALBRAN & FURNESS CHARTERED	5,372.95	R	ACH
380697	11/19/24	WASECA COUNTY HWY DEPT	33.18	0	Regular
380698	11/19/24	WEN-COL INC	13.20	0	Regular
380699	11/19/24	WENCL CONSTRUCTION INC	375,611.95	0	Regular
380700	11/19/24	WEST PUBLISHING CORPORATION	610.50	R	ACH
380701	11/19/24	WHKS & CO	25,190.70	R	ACH
380702	11/19/24	WIMAN CORPORATION	2,369.80	0	Regular
380703	11/19/24	ZK INVESTORS LLC	1,068.00	R	ACH

66	Checks total:	560,177.70
58	ACH total:	1,131,698.89
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
124	GRAND TOTALS	1,691,876.59



CITY OF
OWATONNA

Ordinances



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Second/Final Reading Ordinance 24-5: Update Chapter 52, Storm Water Utility

Purpose:

Requesting City Council approval of the second/reading of proposed updates to Chapter 52 of the City of Owatonna Code of Ordinances related to the City of Owatonna Municipal Separate Storm Sewer System (MS4) permit updating stormwater utility rates.

Background:

The fee takes three factors into account the equivalent residential unit (ERU), the intensity factor, and the current rate. The ERU is determined by dividing the parcel acreage by 0.33. The intensity factor is determined for each classification using runoff values including average rainfall totals, impervious surface percentages, and land use. The current rate is set annually by the adopted fee schedule. The current residential rate is \$4.66 per month.

The proposed 5-year ERU increases are as follows:

Year	Proposed Rate
2025	\$5.14
2026	\$5.68
2027	\$6.27
2028	\$6.92
2029	\$7.64

Budget Impact:

The annual revenue and budget for the stormwater utility will be increased.

Staff Recommendation:

Staff recommends approval, this will be known as Ordinance 1664. The city's Charter allows a Summary Publication as shown in the attachments.

Attachments:

1. Proposed Ordinance 24-5 Stormwater Utility Section 52

2. Owatonna Stormwater Utility Fee Update
3. Summary Publication - Ordinance 1664 Updates Stormwater Ordinance

Proposed Ordinance No. 24-5
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 52 OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, ENTITLED "STORM WATER UTILITY" BY REVISING SECTION 52.04 EQUIVALENT RESIDENTIAL UNIT FEE CALCULATION AND SCHEDULE, SECTION 52.05 FEE ADJUSTMENTS, SECTION 52.07 PAYMENT OF FEE, SECTION 52.10 CERTIFICATION OF PAST DUE FEES ON TAXES, AND SECTION 52.11 EFFECTIVE DATE.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OWATONNA, MINNESOTA, DO ORDAIN:

Section 1. Chapter 52 of the 2015 Ordinance Code of the City of Owatonna, entitled "STORM WATER UTILITY" shall be amended to read as follows:

Section 52 - STORM WATER UTILITY

§ 52.01 GENERAL OPERATION.

The city storm water system shall be operated as a public utility (hereinafter, called the "Storm Water Utility"), pursuant to Minn. Stat. § 444.075, as it may be amended from time to time, from which revenues will be derived subject to the provisions of this subchapter and state statutes.

(1992 Code, § 280:00) (Ord. 1187, passed 7-7-1998)

§ 52.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EQUIVALENT RESIDENTIAL UNIT (ERU). ERU are based on the effect of a typical single family residential home's impervious area footprint. The ERU is based on one- third acre.

MONTHLY STORM WATER UTILITY REVENUE. The estimated monthly expenditures for planning and inventories, capital expenditures, personnel and equipment and operation of the storm water utility, in accordance with established city policy.

STORM WATER UTILITY FEE. The monthly charge developed for each parcel of land.

UTILITY FACTOR. The ratio of run-off volume, in inches, for a particular land use, to the run-off volume, in inches, for an average single-family residence, assuming a two- inch rainfall and Natural Resources Conservation Services (NRCS) "Type B" soil conditions.

(1992 Code, § 280:05) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.03 STORM WATER UTILITY FACTORS

(A) The storm water management fee shall be determined by first determining the percentage of total run-off in the city which is attributed to single-family residential property. The fee per acre for single-family residential is computed by computing the product of the run-off percentage and the monthly storm water utility revenue, divided by the estimated total acres of single-family residential land use in the city. The per acre fee for all other individual parcels shall be defined as the product of the single-family residential per-acre fee, the appropriate utility factor and the total acreage of the parcel. Single-family residential parcels shall be assessed on a per household basis. All multi-family residential, townhome, and mobile home classifications with individual meters shall be billed at 80% of the current ERU. All multi-family residential, townhome, and mobile home classifications without individual meters shall be billed based on the above equation, derived from the table below.

Classification	Land Use	Intensity Factor	% Impervious Assumed
	Single family residential	1	
2	Townhomes	0.8	
3	Multi-family residential	1.5	
4	Low-density commercial	2.0	60%
5	High-density commercial	2.8	85%
6	Low-density industrial	2.1	63%
7	High-density industrial	2.4	72%
8	Mobile homes	1.5	45%
9	Churches/institutions/schools	2.4	72%

(B) The city will regularly review classifications of parcels and make adjustments to individual parcel classifications as necessary.

(1992 Code, § 280:10) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015; Ord. 1534, passed 12-15-2015)

§ 52.04 FEE CALCULATION AND RATE SCHEDULE

(A) *Rates.* The monthly storm water utility rate per ERU is established as follows:

| | |

<u>Year</u>	<u>Rate</u>
<u>2025</u>	<u>\$5.14</u>
<u>2026</u>	<u>\$5.68</u>
<u>2027</u>	<u>\$6.27</u>
<u>2028</u>	<u>\$6.92</u>
<u>2029</u>	<u>\$7.64</u>

(B) Single Family Residential Fee. The monthly stormwater utility fee for a single-family residential lot is equal to 1 ERU.

(C) Non-Residential Fee. Non-residential fee is calculated as follows:

$$\text{Monthly Fee} = \text{ERU} \times \text{Intensity Factor} \times \text{Current Rate}$$

(D) Rates shall be effective January 1 of the given year.

(Ord. 1527, passed 8-18-2015)

§ 52.05 FEE ADJUSTMENTS.

(A) The Council may adopt policies, by resolution, for adjustment of the storm water management fees. Information to justify a fee adjustment must be supplied by the property owner. Such adjustments of fees shall not be retroactive.

(1992 Code, § 280:15) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.06 EXEMPTIONS.

The following land uses are exempt from the storm water management fee:

- (A) Public road right-of-way;
- (B) Lakes, streams and other bodies of water;
- (C) Wetlands of the city;
- (D) Agricultural land;
- (E) Undeveloped property;
- (F) Platted, un-developed residential lots;
- (G) Cemeteries;

(H) Golf courses; and

(I) Railroads.

(1992 Code, § 280:20) (Ord. 1187, passed 7-7-1998; Ord. 1527, passed 8-18-2015)

§ 52.07 PAYMENT OF FEE.

(A) Storm water utility fees shall be billed to the property owner.

(B) The fee shall be due and payable with the same terms as sanitary sewer utility bills.

(C) Any prepayment or overpayment of charges shall be retained by the city and applied against subsequent fees.

(1992 Code, § 280:25) (Ord. 1187, passed 7-7-1998)

§ 52.08 APPEAL OF FEE.

If a property owner or person responsible for paying the storm water management fee believes that a particular assigned fee is incorrect, such person may request that the fee be recomputed.

(1992 Code, § 280:30) (Ord. 1187, passed 7-7-1998)

§ 52.09 LATE PAYMENT; PENALTY.

Each billing for storm water utility fees not paid when due shall incur a penalty charge of 5% of the amount past due for unpaid fees up to \$500 and 2% of such fees over \$500.

(1992 Code, § 280:35) (Ord. 1187, passed 7-7-1998)

§ 52.10 CERTIFICATION OF PAST DUE FEES ON TAXES.

(A) If three consecutive storm water utility fees have not been paid when due, then a penalty as set forth in § 52.09 of this chapter shall be added to the amount due.

(B) Any such past due fees may then be certified to the County Auditor for collection with real estate taxed on the following year pursuant to Minn. Stat. § 444.075, Subd. 3, as it may be amended from time to time.

(C) In addition, the city shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees.

(1992 Code, § 280:40) (Ord. 1187, passed 7-7-1998)

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication. Passed and adopted this ____ day of _____, 2024 with the following roll call vote:

Aye:

No:

Absent:

Approved and signed this ____ day of _____, 2024.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk



Stormwater Utility Fee Update

Owatonna, Minnesota

whks

engineers + planners + land surveyors

Surface Water Management Plan Update



MS4 Pollutant Reduction Requirements



Storm System Capacity



Infrastructure Resiliency

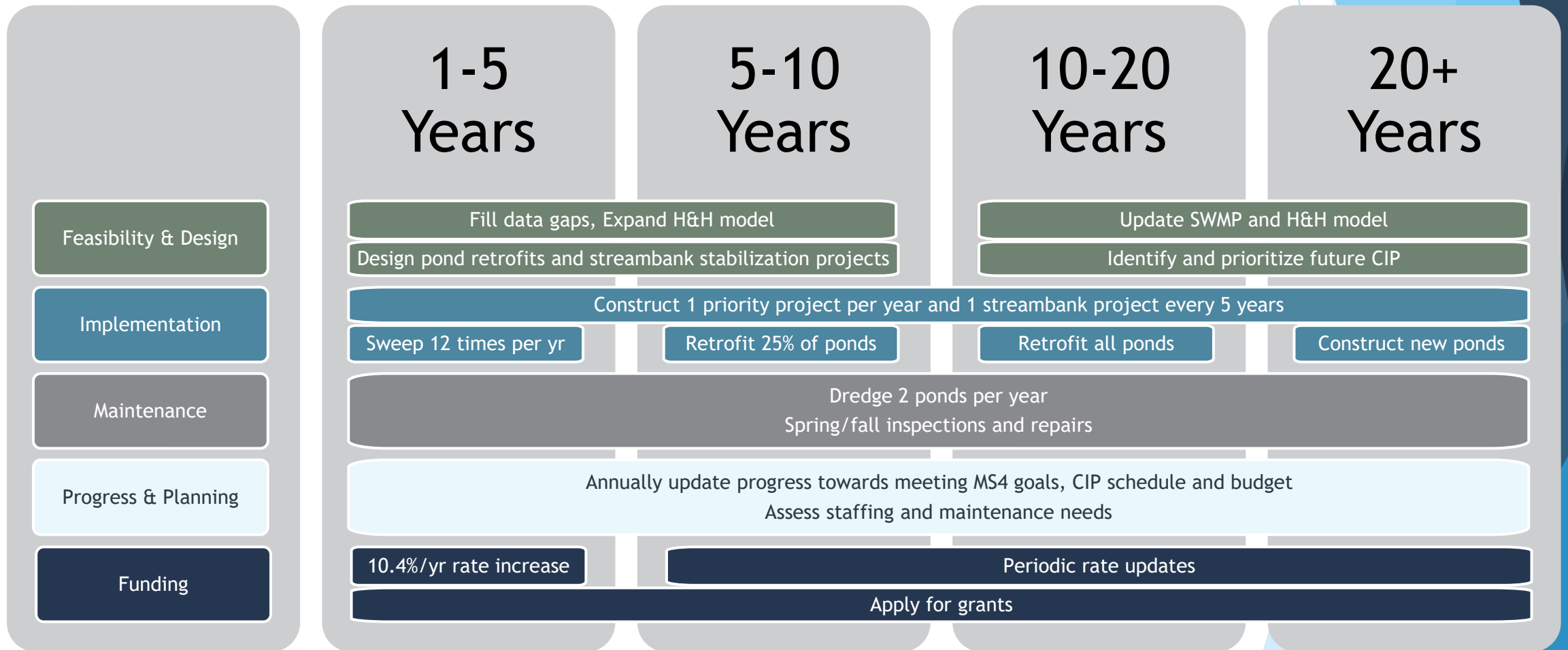


Stormwater Utility Fee Update



Recommendations

☒ Plan Update Recommendations





Current Stormwater Utility Fee

Current Program Budget Covers:

Education and Outreach

MS4 Best Practices

8 Street Sweeps per year

\$440,000 per year for Stormwater Improvements and Bond Payments

Insufficient Funds to Cover:

Maintenance

MS4 Pollutant Reduction Goals

Stormwater Program Improvements

New Capital Improvement Projects



Rate Increase Need

Stormwater Improvement Items	Estimated Annual Cost Increase	5-Year Annual Rate Increase
Maintenance of existing infrastructure	\$200,000	2.9%
Pond sediment dredging	\$283,200	4.1%
Add four street sweeps per year	\$24,400	0.4%

Recommend adopting an annual increase of 7.4% over the next 5 years, plus inflation adjustment (approx. 3%) = total annual increase of 10.4%

Total rate increase at the end of year 5 compared to existing = 64%



Rate Increase Impact

Single Family Residential	Monthly Base Rate	Yearly Rate
Current (2024)	\$4.66	\$56
2025	\$5.14	\$62
2026	\$5.68	\$68
2027	\$6.27	\$75
2028	\$6.92	\$83
2029	\$7.64	\$92



Rate Increase Impact

Single Family Residential	Monthly Base Rate	Yearly Rate
Current (2024)	\$4.66	\$56
2025	\$5.14	\$62
2029	\$7.64	\$92
Mankato (2023)	\$4.89	\$59
Austin (2023)	\$5.50	\$66
Waseca (2024)	\$7.00	\$84
Faribault (2024)	\$8.75	\$105
Rochester (2024)	\$10.30	\$124
Prior Lake (2024)	\$10.66	\$128
Apple Valley (2024)	\$10.98	\$132
MN Median	\$6.29	\$75
National Average	\$6.19	\$74



Rate Increase Impact

Commercial (1 acre, 75% Impervious)	Monthly Base Rate	Yearly Rate
Current (2024)	\$34	\$408
2025	\$38	\$450
2026	\$41	\$497
2027	\$46	\$549
2028	\$51	\$606
2029	\$56	\$669
Faribault (2024)	\$100	\$1,200
Rochester (2024)	\$84	\$1,008



Questions and Answers

Thank you!

whks

Summary Publication

City of Owatonna ORDINANCE 1664

STORM WATER UTILITY UPDATES

On November 19, 2024, the Owatonna City Council adopted Ordinance 1664 to amend the City's 2015 Code of Ordinance regarding stormwater. Change made to Section 52.04, Fee Calculation and Rate Schedule set the monthly storm water utility rate per Equivalent Residential Unit (ERU) for years 2025-2029 as shown:

<u>Year</u>	<u>Rate</u>
2025	\$5.14
2026	\$5.68
2027	\$6.27
2028	\$6.92
2029	\$7.64

A printed copy of the full ordinance is available for inspection during regular business hours at the City Administrator's Office at City Hall located at 540 West Hills Circle and is also available on the City's website.

First Reading Date	November 6, 2024
Second Reading Date:	November 19, 2024
Publication Date:	November 23, 2024
Effective Date of new ERU Rate:	January 1, 2025

Date: November 19, 2024

Kris M. Busse, City Administrator/City Clerk



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Second/Final Reading Ordinance 24-6: Amend Section 94.079, Underground Facility Maintenance and Repair

Purpose:

Requesting City Council approval of the second/final reading of the ordinance amendment to Code Section 94.079, regarding sanitary and sump service maintenance.

Background:

The ordinance in place specifies ownership of sanitary sewer service and cost responsibility but does not address sump services. Sump services that are compromised within right of way can have significant impacts to infrastructure due to the mechanical pumping of water. Taking on ownership of repair and replacement within right of way will ensure a shorter timeline to correct issues and limit damage to infrastructure. Also, the financial responsibility for pavement replacement will be relieved from property owners. This was a main factor in taking on repair responsibility for sanitary services within right of way. Amending the ordinance will provide consistency and clarification regarding ownership and cost responsibility for sump services.

Budget Impact:

The City will be responsible for repairs within the right of way and will be paid for using sanitary sewer funds. Property owners will be responsible for repair costs for sump repairs on private property.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposed Ordinance 24-6; Amend Section 94.079 Sanitary and Sump Service Maintenance and Repair

Proposed Ordinance No. 24-6

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER IX OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED "STREETS AND SIDEWALKS" BY AMENDING SECTION 94.079 "PAVING UNDERGROUND FACILITIES - MAINTENANCE AND REPAIR"

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OWATONNA, MINNESOTA, DO ORDAIN:

Section 1. Chapter IX of the 2015 Ordinance Code of the City of Owatonna, entitled "Streets and Sidewalks" by amending section 94.079 "Maintenance and Repair" of Paving Underground Facilities as follows:

(A) The water service is the property of the owner of the lot or premises abutting the street. The owner is responsible for the installation, maintenance and repair of the water and sump service and the costs therefor.

(B) The sewer service and sump service are the property of the owner of the lot or premises on private property. Normal maintenance such as cleaning, removal of clogs and root removal will be the responsibility of the property owner for the entire service line. The city is responsible for the service line repair within the public right-of-way. Final determination of repair responsibility will be at the discretion of the Director of Public Works or their designee.

Section 2. Effective date. This Ordinance shall be in full force and effect from and after its passage and publication.

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

vote: Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

PURPOSE MEMO

TO: Mayor, City Council, City Administrator, Chief of Police
FROM: Mark M. Walbran
DATE: November 15, 2024
RE: Cannabis Business Regulations Ordinance

Purpose:

Council to approve the first reading of Proposed Ordinance No. 24-7 to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City Council to regulate cannabis businesses within the legal boundaries of the City.

Background:

In 2023 the Legislature adopted Minn. Stat. Ch. 342 which legalized adult-use recreational cannabis. On August 15, 2023, the Council adopted Ordinance No. 1653, an interim ordinance establishing the interim cannabis business moratorium as authorized by Minn. Stat. § 342.13(a), prohibiting the operation of cannabis businesses within the City until January 1, 2025. On August 15, 2023, the City also adopted Ordinance No. 1653 codified as Chapter 93.030 entitled “Use of Cannabis in Public” prohibiting cannabis use in public places. That Ordinance will be amended to include additional “public places”, such as the Fairgrounds.

The purpose of the moratorium was to allow city officials and staff the time to study reasonable restrictions on the time, place, and manner of the operation of cannabis retail businesses. Since that time city officials and staff have studied the statute, reviewed the Model Ordinance issued by the Minnesota Office of Cannabis Management (OCM) and received additional guidance from the OCM. In addition city officials and staff and Steele County officials and staff have met periodically this year to discuss proposed ordinances for both the County and City.

Along with the statute, the State also issues Administrative Rules. The first draft was issued on July 31, 2024. The final Rules have not been issued yet and are not in effect until formally published.

The statute includes a number of mandated provisions. For example, no city is permitted to prohibit a cannabis retail business. The city must allow one cannabis retail business for each 12,500 residents.

The statute also provides the minimum “buffer distances” between a cannabis business and certain other land uses. No cannabis business may be within 1,000 feet of any school nor within 500 feet of a daycare facility, residential treatment facility or public parks and trails, (including the Fairgrounds), playgrounds and athletic field, regularly used by minors.

The ordinance provides that a cannabis retail business must be located within a B1 community business district or B3 central business district. Cannabis and hemp cultivation, manufacturing or wholesale operations are limited to light industrial or heavy industrial zones.

The ordinance also regulates “temporary cannabis events” which seem to be a “trade fare” for cannabis products. Temporary cannabis events are allowed under the statute but subject to regulations under both the statute and the ordinance. For example, the “temporary event organizer”, (promoter), must hire licensed security personnel for the event, prohibit entrance by persons under age 21, dispose of “cannabis waste” as required by the OCM. Persons attending the event may only consume cannabis if permitted by the City. The City ordinance requires liability insurance with minimum limits of \$1 Million.

Budget Impact:

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Recommendation:

Staff recommends approval.

Attachment:

Proposed Ordinance 24-7, Chapter 122 – Cannabis Regulation

Proposed Ordinance No. 24-7

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED 'BUSINESS REGULATIONS' BY ADOPTING NEW CHAPTER 122 ENTITLED CANNABIS REGULATION

CHAPTER 122: CANNABIS REGULATION

AN ORDINANCE OF THE CITY OF OWATONNA TO REGULATE CANNABIS BUSINESSES

The City Council of the City of Owatonna hereby ordains:

Section 122.01 Administration

1. Findings and Purpose.

The City Council makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City Council to protect the public health, safety, welfare of the City's residents by regulating cannabis businesses within the legal boundaries of the City.

The City Council finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

2. Authority and Jurisdiction.

The City Council has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. § 342.22, regarding the local registration and enforcement requirements of a state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
 - c) Minn. Stat. § 152.0263, Subd. 5, regarding the use of cannabis in public places.
 - d) Minn. Stat. § 462.357, regarding the authority of a local authority to adopt zoning ordinances.
3. This Ordinance shall be applicable within the legal boundaries of the City.
 4. The City, by Resolution, has delegated cannabis retail registration authority and compliance check responsibility herein to Steele County pursuant to Minn. Stat. § 342.22 and Steele County Ordinance 2024-_____.
 5. Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
 6. Enforcement. The City Administrator and Chief of Police and his/her designees are responsible for the administration and enforcement of this ordinance, except as provided in Sec. 122.03(3)(a). Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

Section 122.02 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. § 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of mezzobusinesses with a retail operations endorsement, micro businesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

4. Cannabis Businesses: As defined in Minn. Stat. § 342.01, Subd. 14.
5. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
6. Day Care Facility: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
7. Lower-potency Hemp Edible: As defined Under Minn. Stat. 342.01, subd. 50.
8. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
9. Park Feature: An attraction within a public park that is regularly used by minors, including, but not limited to, a playground or athletic field.
10. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
11. Preliminary License Approval: OCM pre-approval for a cannabis business license for applications who qualify under Minn. Stat. § 342.17.
12. Public Place: A public place includes, but is not limited to:
 - a) All public parks and trails, including Steele County Fairgrounds and ball parks, West Hills, Public Library, Owatonna Public Utilities facilities, and any other City owned property.
 - b) Public streets, alleys, sidewalks and boulevards.
 - c) Indoor area use by the general public, including, but not limited to, restaurants, bars, any other food or liquor establishments, including decks and other outdoor service areas.
 - d) Hospitals, nursing homes, auditoriums, arenas, or gyms.
 - e) Meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

13. Exceptions to public place or place of public accommodation. A “public place” or “a place of public accommodation” does not include the following:
 - a) A private residence, including the individual’s curtilage or yard.
 - b) A private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
 - c) On the premises of an establishment or event licensed to permit on-site consumption.
14. Residential Treatment Facility: As defined under Minn. Stat. § 245.462, subd. 23.
15. Retail Registration: An approved registration issued by Steele County to a state-licensed cannabis retail business.
16. School:
 - a) Public school as defined under Minn. Stat. § 120A.05.
 - b) Nonpublic school that meets the reporting requirements under Minn. Stat. § 120A.24.
 - c) Charter school licensed by the Minnesota Department of Education.
 - d) Post secondary educational facilities, including any colleges, universities, or technical schools.
17. Smoking: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.
18. Special Services: The exclusive allocation of city resources, including, but not limited to, city personnel, equipment, rights-of-way, property or facilities for use in conjunction with a specific event or activity, as requested by the host or sponsor of the event, or as requested by or on behalf of any person attending the event, or deemed necessary by city staff in order to maintain public safety.

19. Temporary Cannabis Event: An event lasting no more than 4 days at which cannabis products, cannabis flower, lower-potency hemp edibles, and hemp-derived consumer products may be sold and consumed and for which the organizer has a cannabis event organizer license issued by the Office of Cannabis Management.
20. Temporary Cannabis Event Organizer: An individual or an organization licensed by the State of Minnesota to hold a Temporary Cannabis Event, as described in Minn. Stat. § 342.39 and 342.40.
21. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 122.03 City's Delegation of Registration Authority to Steele County

1. Pursuant to Minn. Stat. § 342.22, subd. 1, and Steele County Ordinance 2024-_____, Sec. 1.2,(d), the City, by Resolution shall delegate its registration authority to the County to register cannabis businesses with retail operations within the City's jurisdiction.
2. No individual or entity may operate a state-licensed cannabis business within the City without first obtaining an approved registration issued by the County.
3. In discharging its delegated authority, the County:
 - a) shall administer and enforce Steele County Ordinance 2024-_____, Sec. 2 "Registration of Cannabis Businesses";
 - b) shall conduct a preliminary compliance check prior to issuance of a cannabis retail business registration to ensure compliance with local ordinances, including local zoning ordinances and, if applicable the state fire code and building code;
 - c) shall conduct annual compliance checks at a minimum of one compliance check per calendar year of every cannabis business with a retail registration to assess if the business meets the age verification requirements and other requirements under Minn. Stat. § 342.22, subd. 4 and provided in Steele County Ordinance 2024-_____, Sec. 2.3.4; and
 - d) shall renew an annual registration of the state licensed cannabis retail business at the same time OCM renews the cannabis retail businesses license;

Section 122.04 Requirements of Cannabis Businesses

1. Minimum Buffer Requirements. The City shall prohibit the operation of a cannabis business within:
 - a) 1,000 feet, as measured in a straight line, from the nearest boundary line of the cannabis business to the nearest boundary line of the school.
 - b) At least 500 feet, as measured in a straight line, from the nearest boundary of the cannabis business to the nearest boundary line of the following:
 - i. Day Care Facility.
 - ii. Residential Treatment Facility.
 - iii. Public Parks and trails, including playgrounds and athletic fields and the Steele County Fairgrounds, regularly used by minors.
 - c) The City shall prohibit the operation of a cannabis retail business within 1,000 feet of another cannabis business.
2. Zoning and Land Use.
 - a) Cultivation. Cannabis businesses licensed or endorsed for cultivation are permitted uses in the following zoning districts:
 - i. I-1 Light Industrial
 - ii. I-2 Heavy Industrial
 - b) Cannabis Manufacturer. Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted in the following zoning districts:
 - i. I-1 Light Industrial
 - ii. I-2 Heavy Industrial
 - c) Hemp Manufacturer. Businesses licensed or endorsed for low-potency hemp edible manufacturers are permitted in the following zoning districts:
 - i. I-1 Light Industrial
 - ii. I-2 Heavy Industrial
 - d) Wholesale. Cannabis businesses licensed or endorsed for wholesale are permitted in the following zoning districts:
 - i. I-1 Light Industrial

- ii. I-2 Heavy Industrial
- e) Cannabis Retail. Cannabis businesses licensed or endorsed for cannabis retail are permitted in the following zoning districts;
 - i. B-1 Community Business District
 - ii. B-3 Central Business District
- 3. Hours of Operation. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of:
 - a) 8:00 a.m. to 10:00 p.m. Monday-Saturday
 - b) 10:00 a.m. to 10:00 p.m. Sunday
- 4. Advertising Signs. Cannabis businesses area allowed to erect or place signs on the exterior of the building or property of the business, as permitted by City Ordinance Code Chapter 153.

Section 122.05 Temporary Cannabis Events

- 1. Temporary Cannabis Event, Permit Required. Any person or organization desiring to hold a Temporary Cannabis Event in the City must first (1) be licensed by the state as a Temporary Cannabis Event Organizer and (2) obtain a Temporary Cannabis Event Permit from the City.
- 2. Temporary cannabis events are prohibited in residential districts.
- 3. Temporary cannabis events must comply with the buffer requirements described in Section 122.04.
- 4. Temporary cannabis events must comply with all requirements detailed in Minn. Stat. § 342.40. The application shall include a detailed plan addressing the requirements of Minn. Stat. § 342.40, subds. 3, 4, 5, 6, 7 and 8.
- 5. Permit Application.

Form. Application for a permit to hold a Temporary Cannabis Event must be made in writing and must contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and must be signed and sworn to or affirmed by the Temporary Cannabis Event Organizer. The application must contain and disclose the following:

- a) Applicant name, address, phone number.
- b) A list of all Cannabis Business, Medical Cannabis Business, or Hemp Business licenses, as those terms are defined by Minn. Stat. § 342.01, held by the applicant;
- c) Date(s) of proposed Temporary Cannabis Event;
- d) Duration of Temporary Cannabis Event, including beginning and ending times;
- e) Address of proposed Temporary Cannabis Event;
- f) Name of property owner, if different from applicant, together with the signature of the property owners on the Application beneath the statement:
“The undersigned consents to the use of his/her/their property for the event described above.”
- g) A complete copy of the cannabis event license application, submitted to the Office of Cannabis Management pursuant to Minnesota Statutes Section 342.39 subd. 2;
- h) Type and description of the Temporary Cannabis Event including:
 - i. Whether the general public will be permitted to attend, and estimated number of persons to attend;
 - ii. Any public health plans, including supplying water to the site, solid waste collection and provision of toilet facilities, if applicable;
 - iii. Any fire prevention and emergency medical services plans, if applicable;
 - iv. Security plans;
 - v. The admission fee, donation, or other consideration to be charged or requested for admission, if applicable;
 - vi. Whether food or alcohol will be served or sold at the event;
 - vii. A detailed description of all public rights-of-way and private streets for which the applicant requests the City to restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns, the nature of such restrictions or alterations, and the basis;

- viii. A description of any services, city personnel, city equipment and city property which the applicant requests the City to provide, including the applicant's estimate of the number and type needed, and the basis on which the estimate is made. However, the City retains sole discretion to determine the number and type of services required for the event and to decide whether to grant such request;
- ix. Whether any sound amplification or public address system will be used or if there will be any playing of any music or musical instruments;
- x. A statement signed by the applicant agreeing to pay all fees and meet all other requirements of this Section;
- xi. Applicant signature and property owner's signature, if different from applicant; and
- xii. Any other information requested by the City, acting through its City Administrator or Chief of Police deemed reasonably necessary in order to determine the nature of the Temporary Cannabis Event and the extent of any Special Services required.

Time for filing. A Temporary Cannabis Event permit application must be filed with the City at least 30 days in advance of the date in which the Temporary Cannabis Event is to occur.

Permit fee. An applicant for a Temporary Cannabis Event permit must pay a nonrefundable permit fee in the amount established by the City's fee ordinance.

3. Application Review.

- a) Upon receipt of a Temporary Cannabis Event permit application, the City Administrator, or their designee, shall be responsible for promptly processing the application, including conferring with City Staff and the applicant as necessary to implement the provisions of this Section, and, when required by this Section, forwarding the processed application to the City council with a recommendation to approve, approve with conditions or modifications, or deny the Temporary Cannabis Event permit application.
- b) Special Services. The City Administrator shall work with City Staff to determine whether Special Services may be necessary, and the cost for such

Special Services.

- c) Review. When a Temporary Cannabis Event will not require any Special Services, the City Administrator may review and approve the permit application administratively. In cases where a Temporary Cannabis Event requires Special Services, the application will be presented to the City council for review.
- d) Permit Denial. The city may deny an application for a Temporary Cannabis Event permit if it determines from a consideration of the application or other pertinent information, that:
 - i. The information contained in the application or supplemental information requested from the applicant is false or nonexistent in any material detail;
 - ii. The applicant fails to supplement the application after having been notified by the City of additional information or documents or additional permitting needed;
 - iii. The applicant fails to agree to abide or comply with all of the conditions and terms of the Temporary Cannabis Event permit, including payment of all costs and expenses;
 - iv. The Temporary Cannabis Event would substantially or unnecessarily interfere with traffic in the City, would interfere with access to the fire station or fire hydrants, or would interfere with access to businesses or residences in the immediate vicinity of the event and there are not sufficient city resources available at the time of the event to mitigate the disruption;
 - v. The Temporary Cannabis Event is of the size or nature that requires the diversion of so many law enforcement officers to properly police the event, site and contiguous areas that allowing the Temporary Cannabis Event would unreasonably deny law enforcement protection to the remainder of the City and its residents;
 - vi. The proposed date and time of the Temporary Cannabis Event conflicts with a previously scheduled event and there are not

available at the time of the proposed Temporary Cannabis Event sufficient city resources to provide services for both events without substantially or unnecessarily interfering with police, fire, water, public works, or other services to the City as a whole;

- vii. The location of the Temporary Cannabis Event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right-of-way;
- viii. The Temporary Cannabis Event would likely endanger the public safety or health;
- ix. The Temporary Cannabis Event would substantially or unnecessarily interfere with police, fire, water, public works, or other services to the City as a whole and there are not available at the time of the proposed event sufficient city resources to mitigate the disruption;
- x. The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled;
- xi. The applicant has on prior occasions made material misrepresentations regarding the nature and extent of Special Services required for a Temporary Cannabis Event in the City or has violated the terms of a prior Temporary Cannabis Event permit.

4. Fees.

- a) Special Services Fee Deposit. If any Special Services are to be used during the Temporary Cannabis Event, the applicant may be required to pay a non-refundable Special Services fee deposit at least ten business days before the Temporary Cannabis Event. The City Administrator shall determine the Special Services fee deposit. It shall be based upon an estimate of Special Services that are necessary as determined by the City's department heads.
- b) User Fee. Upon completion of the Temporary Cannabis Event, the City may prepare a detailed account of all Special Services provided for the Temporary Cannabis Event and in such cases, will set the final user fee

using the rates, fees and charges established as provided in this ordinance. The city will then provide the applicant with a copy of the detailed account of the Special Services and an invoice for the user fee, less the fee deposit. The balance of the user fee will then become due and payable immediately upon its receipt.

- c) Special Services Rates. The rates charged shall be set by the City's Fee Ordinance and set forth in the Fee Schedule.

5. Indemnification and Insurance

- a) If the Temporary Cannabis Event requires Special Services, prior to the issuance of a Temporary Cannabis Event permit, the permit applicant and authorizing officer of the sponsoring organization, if any, must sign an agreement to indemnify, defend and hold the City, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the Temporary Cannabis Event, except any claims arising solely out of the negligent acts or omissions of the City, its officials, employees and agents.
- b) Liability Insurance Required. The applicant must possess or obtain liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the Temporary Cannabis Event. A certificate of insurance must be filed with the City prior to issuance of the Temporary Cannabis Event permit. The certificate of insurance must name the City, its officials, employees and agents as additional insureds. Insurance coverage must be maintained for the duration of the Temporary Cannabis Event. Any company hired or working on behalf of the applicant or sponsor must also present the City with a certificate of insurance naming the City, its officials, its employees, and agents as additional insureds.
- c) Minimum Limits. Insurance coverage must be a commercial general liability policy. The minimum limits must be at least \$1,000,000. If on-site consumption is permitted at the Temporary Cannabis Event, the policy must also include an endorsement for such consumption. The city may require additional endorsements depending upon the type of Temporary Cannabis Event and the proposed activities.
- d) Waiver or Reduction of Required Limits. The city may waive or reduce insurance requirements of this section under the following circumstances:

- i. The applicant or officer of the sponsoring organization signs a verified statement that the insurance coverage required by this section is impossible to obtain; or
 - ii. The city determines that the insurance requirements are in excess of the reasonable risk presented by the proposed Temporary Cannabis Event.
- 6. Temporary Cannabis Event Regulations
 - a) Location Restrictions. Temporary cannabis events are prohibited:
 - i. At, in or on any public place or a place of public accommodation, unless allowed by the City. A public place means a public park, ballparks or trails, public event centers or facilities, public street, sidewalk or right-of-ways, alleys, boulevards, publicly owned parking lots, and any other developed or undeveloped city owned property; or
 - ii. If held outdoors, on property within 1,000 feet of a school.
 - b) Hours Restrictions: Temporary cannabis events shall only be held between the hours of 8:00 a.m. until 10:00 p.m.
 - c) On-site consumption of cannabinoid products is permitted in an area designated by the applicant and approved by the City. Access to areas where consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products is allowed shall be restricted to individuals who are at least 21 years of age and the cannabis event organizer shall ensure that consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products within a designated consumption area is not visible from any public place.
 - d) The Temporary Cannabis Event must be in compliance with the City's nuisance ordinance at all times.
 - e) All Temporary Cannabis Events must follow all requirements of Minn. Stat. § 342.01, et seq.
 - f) Permit Revocation. A Temporary Cannabis Event permit may be revoked by the City Administrator at any time for failure to comply with the provisions of this Section or Minn. Stat. § 342.01, et seq.

7. Enforcement.

- a) Misdemeanor. Any person who violates this Section is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. Each day each violation continues or exists, constitutes a separate offense.
- b) Administrative fine: Any person who violates this Section is subject to administrative fines in an amount set in the City Fee Schedule. Each day each violation continues or exists, constitutes a separate offense.
- c) Violation of any provision of this Section shall also be grounds for revocation of the Temporary Cannabis Event Permit, denial of any future application for a Temporary Cannabis Event permit, and action against any city-issued business license held by the Temporary Cannabis Event Organizer.

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

No:

Absent:

Approved and signed this _____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk/Treasurer



CITY OF
OWATONNA

Resolutions



DATE: November 19, 2024
 TO: Mayor and City Council
 FROM: David Beaver, Airport Manager
 SUBJECT: Resolution 119-24 Accept Bids & Award Contract - Airport Dome Hangar #10 Roof Replacement

Purpose:

City Council approval of Resolution accepting bid and award of contract for the airport Dome Hangar #10 Roof Replacement project.

Background:

Bids were received and opened on October 31, 2024, for this project. Bids were received from one (1) company, Equity Builders and Construction Services, Inc.:

Bidders	Base Bid	Allowance (unforeseen conditions)	Alternate #1 (Extended Warranty)	Total
Equity Builders and Construction Services, Inc., Rosemount, MN	\$174,630	\$50,000	\$1.00	\$224,631
Engineers Estimate (Base Bid)				\$460,500
Engineers Estimate (Inc. Alt. 1)				\$540,500

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

The project includes an allowance for unforeseen conditions with unused portions of this returned from the contractor if not needed. Three unit prices were included for materials to be used as needed:

Unit Price #1 – Wood Roof Decking Replacement:	\$25.00 per square foot
Unit Price #2 – Plywood Sheathing Replacement:	\$ 7.50 per square foot
Unit Price #3 – Wood Joist Replacement:	\$75.00 per linear foot

Additionally, the alternate #1 bid item was included to extend the roof warranty from 20-years to 30-years and provide coverage for up to 2-inch diameter hail.

The engineer, SEH (Short, Elliot, and Hendrickson) recommends acceptance of the base bid, allowance and #1 (See attached Engineers Bid Award Recommendation Letter). The lowest responsible bidder was Equity Builders and Construction Services of Rosemount, MN in the amount of \$224,631. The base bid, allowance, and alternate #1 total \$224,631 is 58% below the engineer's estimate (See attached SEH memo).

Budget Impact:

The total construction project cost is as follows:

Construction:	\$ 224,631.00 (low bid: Base Bid, Allowance, & Alt #1)
Engineering:	37,800.00
Administration:	<u>1,000.00</u>
Total:	\$ 263,431.00

Funding Participation

- The local share 30% of this project is anticipated to be \$79,029.30.
- The total anticipated MnDOT funding of 70% for eligible items is anticipated to be \$184,401.70.

Staff Recommendation:

Staff recommends approval of the Resolution, approving bids and awarding the base bid, allowance, and alternate #1 Contract to Equity Builders and Construction Services, Inc. of Rosemount, MN contingent on securing the required MnDOT Aeronautics grant amendment to include construction costs per bid.

Attachments:

1. Resolution 119-24 Airport Dome Roof - Approve Bids - Award Contract
2. SEH Recommendation of Award Letter - Airport Dome Roof
3. SEH Memo - Roof Replacement

RESOLUTION NO. 119-24
A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the Dome Hangar #10 Roof Replacement Project bids were received from one (1) company. The following bid was received for the bid schedules selected (Base Bid + Allowance + Alternate #1):

Bidder	Base Bid	Allowance	Alternate 1 (Extended Warranty)	Unit Price #1 (Wood Decking)	Unit Price #2 (Plywood Sheating)	Unit Price #3 (Wood Joist)	Total
Equity Builders and Construction Services, Inc., Rosemount, MN	\$174,630.00	\$50,000.00	\$1.00	\$25.00/SF	\$7.50/SF	\$75.00/LF	\$224,631.00

WHEREAS, the lowest responsible bidder was Equity Builders and Construction Services, Inc., of Rosemount, MN.

WHEREAS, City staff and consultant has reviewed the bids and recommends accepting the low bid for the project in the amount of \$ 224,631.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Equity Builders and Construction Services, Inc. in the name of the City of Owatonna for the Airport Dome Hangar #10 Roof Replacement Project according to the bid documents subject to securing the anticipated state grants for the project.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Passed and adopted this 19th day of November, 2024, with the following vote:

Aye __; No ____; Absent ____.

Approved and signed this __ day of __, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



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November 6, 2024

Re: Owatonna Degner Regional Airport
Dome Hangar (Hangar 10) Roof
Replacement Project
SEH No. OWATO 181179

Dave Beaver
Airport Manager
3400 West Frontage Road
Owatonna, MN 55060

On Thursday, October 31, 2024 at 1:00 pm, one (1) bid was received for the above referenced project. A complete tabulation of the bids is attached for your reference.

The low bid was submitted from Equity Builders and Construction Services, Inc. with a base bid of \$174,630.00 plus an allowance for unforeseen conditions in the amount of \$50,000 making the total base bid amount \$224,630.00. Unused portions of the allowance at project completion will be returned from the contractor.

It is our opinion, after reviewing the bids that Equity Buildings and Construction Services, Inc. has submitted the lowest responsive and responsible bid and they are qualified to complete the project. Accordingly, we recommend the project be awarded to Equity Buildings and Construction Services, Inc. in the amount of \$224,630.00.

The project also included one (1) add alternate bid item to extend the roof warranty from 20-years to 30-years and provide coverage for up to 2-inch diameter hail. The as bid additional cost for this alternate item is \$1.00 and may be accepted or rejected at your discretion. If this alternate item is accepted the total bid amount would be \$224,631.00

Finally, there were three (3) unit prices included in the bid as listed below. These items may be incorporated into the project during the Work on an as needed basis for the price listed:

Unit Price #1 - Wood Roof Decking Replacement.....	\$25.00 per square foot
Unit Price #2 – Plywood Sheathing Replacement.....	\$7.50 per square foot
Unit Price #3 – Wood Joist Replacement.....	\$75.00 per linear foot

Please call if you have any questions.

Sincerely,

Brian Bergstrom, AIA
Project Manager

c: Melissa Underwood, SEH
Jake Jorgenson, SEH

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110

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MEMORANDUM

TO: City of Owatonna

FROM: Brian Bergstrom, AIA, NCARB
Melissa Underwood

DATE: November 13, 2024

RE: Dome Hangar Roof Replacement Project

In accordance with the Bid Recommendation Letter dated November 6, 2024, the low bidder for the Dome Hangar (Hangar 10) roof replacement project was Equity Builders and Construction Services, Inc. with a base bid of \$174,630 plus an allowance for unforeseen conditions in the amount of \$50,000 making the total base bid amount \$224,630. In addition, we recommended awarding Alternate 1 with the bid amount of \$1 for a total contract amount of \$224,631. Unused portions of the allowance at project completion will be returned from the contractor.

The engineer's estimate for this project was \$460,500 for the base bid and \$540,500 total for the base bid and alternate 1. The engineer's estimates were based on the most recent airport terminal roof replacement project completed by SEH at the Worthington Municipal Airport in the summer of 2024. The costs for the Worthington Municipal Airport terminal roof replacement project were \$41/square-foot. The bid for the Dome Hangar roof replacement project came in at \$18/square-foot.

Multiple conversations with the low bidder have determined they understand the project and the costs associated with this work. There were two additional plan holders who did not submit a bid for this project. They were contacted and both shared they did not want to deal with state prevailing wages and the extra work that entails for this project. They determined they did not have the time this year for this type of work.

Based on the results of the bids and follow up discussions with the contractor there are two items we recommend for City Council to consider:

- Award the Dome Hangar (Hangar 10) roof replacement project to Equity Builders and Construction Services, Inc. for \$224,631.
- Approve signature of the amended state grant to account for the construction portion of the project for a total of \$224,631. The state grant is funded at a 70% state / 30% local split.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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DATE: November 19, 2024
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: Resolution 120-24 Accept MnDOT Grant Amendment - Airport Dome Hangar #10 Roof Replacement

Purpose:

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

Background:

The MnDOT grant for the design portion of this project was approved at the regularly scheduled City Council meeting on October 1, 2024, with the intent of amending this grant to include construction costs upon receiving bids. Bids were received for the construction portion of this project on October 31, 2024. This Resolution authorizes the MnDOT Aeronautics grant for the state funding participation covering the construction costs for the roof replacement project.

The MnDOT grant amendment is anticipated but is not yet in hand, therefore in order to meet project timing requirements of a 2024 project completion date as specified in the bid documents this approval authorizes acceptance by signature of the City Administrator upon receipt.

Budget Impact:

Based on the construction bid received in the amount of \$224,630, the anticipated amended MnDOT Aeronautics grant agreement to include construction is for \$157,241 representing 70% of the eligible costs. The local share is anticipated to be 30% at \$67,389.

Staff Recommendation:

Staff recommends approval of the Resolution authorizing the appropriate signatures upon receipt of the anticipated grant agreement for the construction portion of the project.

Attachments:

1. Resolution 120-24 MnDOT Grant Amendment - Hangar #10 Roof Construction

RESOLUTION NO. 120-24

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

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

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

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

Passed and adopted this 19th day of November, 2024, with
the following vote: Aye ____; No 0; Absent 0.

Approved and signed this ____ day of _____, 2024.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Miscellaneous



DATE: November 19, 2024
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Agreement - Autumn Hills Place and Cedardale Drive Life Station Electrical Panels - Integrated Process Solutions, Inc.

Purpose:

Requesting City Council approval of an agreement with Integrated Process Solutions, Inc (IPS) to provide professional services for the Autumn Hills Place and Cedardale Drive Lift Station Control Panels.

Background:

The Autumn Hills Place and Cedardale Drive Lift Stations need control panel replacement and electrical system updates to implement SCADA systems throughout the collections system and WWTF. SCADA integration will allow for more efficient management of the collections system. Existing panels at the Autumn Hills Place and Cedardale Drive Lift Stations are at the end of their service life and require replacement and upgrading to allow for SCADA integration.

The City worked with IPS following a detailed proposal evaluation between 4 vendors last May for the control panel replacements at the 26th Street Lift Station. IPS had the lowest cost and highest score in the previous proposal. Proceeding with IPS for the additional control panel replacements will allow for consistency between lift station control panels.

IPS has submitted a proposal to manufacture the lift station panels. The vendor held the price firm with no cost increase to the competitive proposal from May of this year for the 26th St Lift Station panel as it is identical to the Autumn Hills lift station panel. In addition to Autumn Hills we also received a quote for Cedardale Lift Station which is a lower cost as it is a smaller panel and believe it to be priced accordingly.

Budget Impact:

The cost for the Autumn Hills Place Lift Station is \$74,944 and the Cedardale Drive is \$51,944 for a total cost of \$126,888 (excluding taxes). Costs will be paid by the Wastewater Enterprise Fund as a Capital Improvement.

See the attached agreement for the full scope of services.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. AE2S Letter of Recommendation - Lift Station Improvement Project
2. Control Panel Replacement Proposal - Autumn Hills & Cedardale Lift Stations - Integrated Process Solutions Inc



November 11, 2024

Mr. Andrew Fischer
Wastewater Manager
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

**Re: Recommendation for Notice of Award
Autumn Hills and Cedardale Lift Station Improvements Project**

Dear Mr. Fischer:

Pursuant to the authority of the Owatonna City Council and following proper legal advertisement, the quote for the Autumn Hills and Cedardale Lift Station Control Panel Improvements Project was received on October 31, 2024. The quote is for equipment equal in scope and cost to that of the 26th Street Lift Station proposal submission process offered privately to four (4) equipment manufacturers deemed capable of performing the work. The lowest bidder was completed in accordance with the project manual.

The original comparison of the proposals received and the Engineer's opinion of probable cost for the project. Based on a review of the proposals received and pending City official's acceptance of the contract price, Advanced Engineering and Environmental Services, Inc. (AE2S) recommends that the City award a construction contract to Integrated Process Solutions (IPS). Evaluating the original proposal scoring IPS's proposal scored the highest and was the lowest cost responsive and responsible quote and for the quote price of \$74,944.00 for Autumn hills Lift Station Control Panel and \$51,944 for Cedardale Lift Station Control Panel.

AE2S truly appreciates the opportunity to be able to continue working with the City of Owatonna on this important project for the City. Should you have any questions or comments please feel free to contact me.

Sincerely,

Mark Ruda, PE
Senior Project Engineer
AE2S



Integrated Process Solutions, Inc.

Corporate Office:

34696 412 St SE • PO Box 26
Fosston, MN 56542
218.435.1703

Regional Offices:

Albany, MN - 320.345.1457
Waunakee, WI - 608.849.4375
www.ipsamerica.biz

Date: October 31st, 2024

Project: Autumn Hills and Cedardale Lift Station Project

Project Engineer: AE2S – Maple Grove, MN office

Project Location: Owatonna, MN

Bid Date: N/A

IPS Project: J002636

Integrated Process Solutions, Inc. is pleased to provide the following proposal for the above referenced project following the specification sections and attached Bill-of-Material. Our proposal is based on all specified hardware and services as specified, we take no exceptions to the specifications and **acknowledge 0 addendums**.

Electrical Drawings – Autumn Hills Lift Station Sheets E101 through E606

Electrical Drawings – Cedardale Lift Station – Sheets E101 through E701

****No written specifications were provided for this proposal and assumptions were made by following the written specifications of the 26th Street Lift Station Project that IPS did for the City of Owatonna.**

This proposal is valid for 30 days from the date above and is subject to change after the indicated date.

Thank you for the opportunity to provide this proposal for your consideration. Should you have questions, please contact me at 320-345-1457.

Best regards,

Ryan Sauerer
Integrated Process Solutions, Inc.

**Autumn Hills and Cedardale Lift Station Project
Owatonna, MN
Bill-of-Materials**

Autumn Hills Lift Station Control Panel

1. Autumn Hills Lift Station Control Panel as Shown in the Electrical Drawings

- a. (1) Autumn Hills Lift Station Control Panel
 - NEMA 3R, 304 Stainless Steel Freestanding Double Sided Enclosure with Associated Sub Panel
 - Enclosure Carbon Steel Inner Swing Doors
 - Enclosure 18" Leg Kit with Louvered Skirting
 - UL698A Listed Enclosure
 - 200A/3P Main and Emergency Circuit Breakers with Mechanical Interlock
 - Enclosure 400W Heater - One for Each Side of the Enclosure
 - Enclosure Fan & Filter Kit with Stainless Steel Rain Hoods
 - Enclosure Working LED Lights – One on Each Side Of the Enclosure
 - Enclosure 480V Surge Protection Device
 - Enclosure Power Monitor
 - (3) Manufacture Sized Disconnects for Each Soft Starter
 - (3) 40HP Soft Starters with Internal Bypass Contactor
 - (3) Pump Protection Modules - Provided by Pump Suppliers
 - Incoming 120V Surge Protection Device
 - 3kVA Control Power Transformer
 - (2) 24VDC Power Supply
 - Fortinet Cellular Router as Described in Section 40 66 53I
 - 1000VA UPS with Industrial Relay Card
 - Allen Bradley ControlLogix PLC with Associated Remote I/O Modules
 - Allen Bradley 7" Operator Interface Standard
 - Ambient Air Temperature Transmitter
 - 5-Port Unmanaged Ethernet Switch
 - LED Pilot Devices Mounted on the Inner Swing Door
 - Required Terminal Blocks and Terminal Block Jumpers
 - Required Fuse Holders and Fuses
 - Required Grounding Equipment

2. Autumn Hills Lift Station Instrumentation as Specified and Shown in the Electrical Drawings

- a. (1) Radar Level Transmitter with Wetwell Mounting Bracket
- b. (1) High & Low Level Float Switches
- c. (1) 12lbs Anchor, Stainless Steel Cable, Stainless Steel Cable Clips, Etc...

Our Price for the Bill-Of-Materials Above is \$74,944.00, Excluding Taxes. Freight Is Included.

Cedardale Lift Station Control Panel

1. Autumn Hills Lift Station Control Panel as Shown in the Electrical Drawings

- a. (1) Autumn Hills Lift Station Control Panel
 - NEMA 3R, 304 Stainless Steel Freestanding Enclosure with Associated Sub Panel
 - Enclosure Carbon Steel Inner Swing Doors
 - Enclosure 18" Leg Kit with Louvered Skirting
 - UL698A Listed Enclosure
 - 100A/3P Main and Emergency Circuit Breakers with Mechanical Interlock
 - Enclosure 200W Heater -
 - Enclosure Working LED Lights
 - Enclosure 480V Surge Protection Device
 - Enclosure Power Monitor
 - (2) Motor Circuit Protectors Sized for 5HP Pumps at 240V
 - (2) Full Voltage Non-Reversing Staters Sized for 5HP Pumps at 240V
 - (2) Pump Protection Modules - Provided by Pump Suppliers
 - Incoming 120V Surge Protection Device
 - 3kVA Control Power Transformer
 - (2) 24VDC Power Supply
 - Fortinet Cellular Router – Same as 26th Street Lift Station
 - 1000VA UPS with Industrial Relay Card
 - Allen Bradley ControlLogix PLC with Associated Remote I/O Modules

- Allen Bradley 7" Operator Interface Standard
- Ambient Air Temperature Transmitter
- 5-Port Unmanaged Ethernet Switch
- LED Pilot Devices Mounted on the Inner Swing Door
- Required Terminal Blocks and Terminal Block Jumpers
- Required Fuse Holders and Fuses
- Required Grounding Equipment

2. Cedardale Lift Station Instrumentation as Specified and Shown in the Electrical Drawings

- a. (1) Radar Level Transmitter with Wetwell Mounting Bracket
- b. (1) High & Low Level Float Switches
- c. (1) 12lbs Anchor, Stainless Steel Cable, Stainless Steel Cable Clips, Etc...

Our Price for the Bill-Of-Materials Above is \$51,944.00, Excluding Taxes. Freight Is Included.

General Services and Exclusions

1. General Services

- a. Complete submittals and system drawings.
- b. Panel fabrication & UL listing.
- c. Factory testing of control panels.
- d. O&M manuals.
- e. Standard one-year warranty for all equipment, with extended warranty for items as detailed in individual product specifications.
- f. Onsite I/O checkout/startup services
- g. Delivery of equipment to the jobsite (unloading by others).

2. Exclusions

- a. Any mounting equipment or hardware for the control panels.
- b. Any PLC, OIT, or HIM programming services.
- c. Any SCADA programming services.
- d. Any conduits between control panels and field devices.
- e. Any demolition of any equipment whatsoever.
- f. Any fiber optic cable or fiber optic terminations.
- g. Any programming of any OEM provided equipment.
- h. Any disconnects for any electric actuators.
- i. Any generators or generator receptacles.
- j. Performance, payment, or equipment bonds.
- k. Permits of any kind.
- l. Installation materials such as equipment racks, mounting hardware, brackets, stands, or hangers, unless specifically noted in this proposal.
- m. Conduit and wire.
- n. Control wiring external to equipment included in this proposal.
- o. Terminations of field wiring in control panels or at the field device.
- p. Cable raceways.
- q. Demolition of equipment.
- r. Equipment pads.
- s. Ground resistance testing.
- t. Electrical studies or third-party testing.
- u. Junction boxes, unless specifically noted in this proposal.
- v. Field Wiring.
- w. Mechanical Installation.
- x. Pumps, Piping, and Fittings.
- y. Valves, unless specifically noted in this proposal.
- z. Heating, ventilating, and air conditioning equipment or temperature controls.



Rec On the Go Recap 2024

Background

This summer, Park and Rec had the opportunity to kick off a new program, thanks to the support of Gopher Sport. Their generous donation of a trailer and equipment made our dream a reality by enabling us to offer programs in various parks around the community. The equipment provided allowed our staff to make meaningful connections with the community in a fun and engaging way that typically doesn't see as much programming.

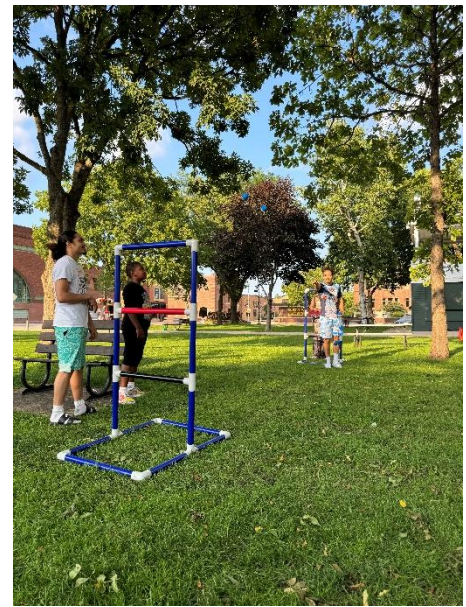
Rec on the Go came together quite swiftly over a few short weeks before its launch date. This allowed us to have a soft launch for the summer of 2024 with a focus on understanding the need so we can better scale it for 2025. Throughout this process, we learned the importance of providing activities that cater to a variety of age groups and abilities in order to engage families effectively. Specifically, we realized that developing activities for preschool-age children is an important consideration that significantly contributes to the success of the program. In addition, it can also be combined with other community programs in the future like movies in the park, gem days, etc.

Dates:

- July 20 from 5-8 pm @ Central Park: 70 people attended
- August 10 from 5-7 pm @ Jaycee Park: 25 people attended
- August 23 from 5-7 pm @ Brown Park: 10 people attended
- October 17: Working with the police department for their community event - about 170 kids attended
- October 27: 11-1pm @ Central Park during the downtown trick or treat event - about 500 kids attended

Looking Forward:

In 2025, marketing efforts will be enhanced through various channels, including activity guides, radio advertisements, Facebook, Instagram, newspapers, and door flyers. We plan to offer eight scheduled "Rec on the Go" dates, exploring different parks and open spaces throughout Owatonna and anticipate collaborating with other city departments, such as the library, which is interested in partnering with Parks and Rec to provide activities during story time.



REC ON THE GO

Laugh/Reir/Qosol!
Play/Jugar/Ciyaar!
Connect/Conectar/Isku xernaan!



FREE, accessible
activities for
everyone: disc golf,
slacklining,
ziplining, backyard
games & more!



Stop by!
5-7pm

August 10 Jaycee Park
August 23 Brown Park





FOR IMMEDIATE RELEASE

City of Owatonna
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Owatonna MN 55060
507.774.7343
deanna.sheely@owatonna.gov

City Launches Rec on the Go Program

LAUGH/REIR/QOSOL!
PLAY/JUGAR/CIYAAR!
CONNECT/CONECTAR/ISKU XERNAAN!

OWATONNA, Minn., July 15, 2024 – The Parks & Recreation Department is launching a new program offering free, accessible activities in City parks!

Rec on the Go is designed to make recreation inclusive and convenient for everyone. Community members are invited to attend the launch of the program July 20 from 6 until 9 p.m. at Central Park, just prior to the Movie in the Park! There will be fun activities for all ages and abilities.

“This program is being offered in Owatonna due to a generous donation from Gopher Sport,” said Thomas Gorycki, Recreation Supervisor. “The equipment and trailer donation will allow City staff to offer unforgettable summer experiences to community members who are underrepresented in our programs.” Plans include parking the trailer in city parks, near multi-family housing developments and other locations where the equipment and activities can be provided conveniently.

For additional information about Rec on the Go, view a short video online at [CivicMedia™ • Owatonna, MN • CivicEngage](#). Watch for details about upcoming Rec on the Go dates and locations on the Owatonna Parks & Recreation Facebook page.

The City of Owatonna is committed to providing a community where residents and businesses can thrive. Known for its strong community, education and business culture, Owatonna provides a high quality of life for its residents. For additional information about the City of Owatonna, please visit owatonna.gov or follow the City of Owatonna on Facebook.

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