PLEASE NOTE: At 5:30 p.m. Council will meet to tour the Owatonna Degner Regional Airport, 4500 W Frontage Road.

OWATONNA CITY COUNCIL MEETING

Tuesday, July 5, 2022 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Svenby, Voss, Dotson, Burbank, Boeke, Raney & Schultz

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 – June 20, 2022
   - 2.2. Board/Commission Minutes
     - 2.2.1. Minutes - OPU Meeting - May 24, 2022
     - 2.2.2. Minutes - Park Board Meeting - June 13, 2022
     - 2.2.3. Minutes - Human Rights Commission Meeting - June 14, 2022
     - 2.2.4. Minutes - EDA Meeting - June 15, 2022
     - 2.2.5. Minutes - Library Board Meeting - June 21, 2022
   - 2.3. Department Reports:
     - 2.3.1. Weed/Nuisance Complaint Inspection Report
     - 2.3.2. Monthly Building & Inspection Reports - June 2022
   - 2.4. Licenses/Permits
     - 2.4.1. Exempt Permit - Eagles Ladies Auxiliary at SCFF
     - 2.4.2. Temporary On-Sale Liquor License - Owatonna Arts Center - November 10, 2022
     - 2.4.3. Outdoor Public Fireworks Display - Steele County Agricultural Society - July 4, 2022
   - 2.5. Miscellaneous
     - 2.5.1. Traffic Signal Maintenance and Upgrade Change Orders - River City Electric Co
3. **ACTION ITEMS**
   - 3.1. Finance Report
   - 3.2. Ordinances
     - 3.2.1. Proposed Ordinance 22-09: Second Reading Application Z-347 - Saia Motor Freight Line, LLC
   - 3.3. Resolutions:
     - 3.3.1. Resolution 61-22 Premises Permit to Conduct Lawful Gambling - Owatonna Wrestling Association
     - 3.3.2. Resolution 62-22: Application to Conduct Off-Site Gambling - Owatonna Wrestling Association

3.3.3. Resolution 63-22 Accept & Award Contract - Street & Utility Project

3.4. Miscellaneous

3.4.1. On-Sale Liquor License with Sunday Sales - Courtyard Owatonna Downtown

3.4.2. BearCat Safety Vehicle Purchase

3.4.3. WWTP Expansion Construction Materials Testing Proposal

4. **STAFF REPORTS**
5. **PUBLIC COMMENTS:** (Please limit comments - 2 minutes and items not on the agenda.)
6. **COUNCIL COMMENT AND GENERAL INFORMATION**
7. **ADJOURN**

Mayor Kuntz

Council President Schultz called the regular session of the Owatonna City Council to order on Monday, June 20, 2022, at 7:00 p.m. in Council Chambers at City Hall. Present were Council Members Dotson, Burbank, Boeke, Raney, Voss and Schultz; Mayor Kuntz; Community Development Klecker; Public Works Director Skov; Park & Rec Director Tuma; City Attorney Walbran; City Administrator Busse, Administrative Specialist Clawson; Police Chief Hiller and many of the city's police officers. Council Member Svenby was unable to attend.

Agenda

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 Dotson seconded the motion, all members present voted aye for approval.

Police Officer Swearing in Ceremony

Police Chief Hiller welcomed everyone present in support of our police officers. Introduction was made of Third Judicial Chief District Judge Joseph A. Bueltel, who will administer the Oaths of Office. Chief Hiller read brief biographies of officers taking their Oath of Office:

Patrol Officers: Maya Johnson

Madison Ziegler

Patrol Sergeant: Matthew Oeltjenbruns

Captain: Andrew Drenth

Officer's friends or family member pinned their badge to their uniform. Council President Schultz commented Council and Mayor are very proud of the Owatonna Police force and thanked the officers for the work they do. Then he also congratulated Chief Hiller on his pending retirement (beginning next week on July 1) after serving as the City's Police Chief since 2010.

MRPA Award of Excellence Presentation

Jenna Tuma, Parks and Rec Director introduced Michelle Snider, Executive Director of the Minnesota Recreation and Park Association (MRPA). MRPA is a non-profit organization with more than 900 members. A major goal of their Awards of Excellence Program is to increase public awareness and appreciation of the excellent parks, trails, and recreation services available in Minnesota with recognition of Minnesota agencies or organizations for outstanding achievements in the following six categories:

- administrative or management strategies
- marketing and communications
- park and facility
- programming and events
- sponsorship and partnerships
- volunteer initiatives

The City received a MRPA Sponsorship/Partnership Award for the Lake Kohlmier Playground Project completed last fall. The MPRA Awards Committee was impressed that this project

makes the playground available to all within the community and collaborating with the project partner, Lowe's, to keep this project well organized and quickly completed. Matt McLaughlin and Cris Jahr, Assistant Managers at Lowe's in Owatonna were also present to receive this MRPA Award of Excellence.

Legislative Updates–Senator John Jasinski and House Representative john Petersburg

Representative John Petersburg commented the 2022 Legislative Session went well but he was discouraged more wasn't accomplished The state has a large surplus fund amount and they did approve replenishment of the State's Unemployment Fund, funding the reinsurance program for the next 3-4 years, and the Frontline Worker Fund. Unfortunately, a bonding bill and elimination of state tax on Social Security were not approved. One of the bills passed for transportation was the Salvage Title Bill, co-authored by Senator Jasinski and Representative Petersburg.

Senator Jasinski commented the three items he focused on during the session were inflation, law enforcement and education. He was disappointed a bonding bill was received for consideration and also hoped a reduction in the state's tax rate would have been approved which would have given every Minnesota taxpayer some relief.

City Administrator Busse commented she was very disappointed a bonding bill was not finalized. The City of Owatonna lost $7 million for the Wastewater Treatment Plant Project and $11 million for other projects. She agreed this was a tough session and commented local constituents are hurting so I hope you will push for a Special Session to consider passage of a bonding bill.

Senator Jasinski commented a Special Session must be requested by the governor and he also hopes a session will be held for this.

Council Member Raney commented they had described the legislative session as disappointing and discouraging; he would call it embarrassing. Legislators need to figure out how to get things done during the legislative session. You need to figure out what will work and work together to get it done.

Council President Schultz thanked Senator Jasinski and Representative Petersburg for what they have done for Owatonna. He commented we know you do fight for us but there are currently a lot of people upset about things that didn't get approved.

Consent Agenda

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

Minutes – City Council Meeting – June 7, 2022
Minutes - OPU Commission Meeting - April 26, 2022
Minutes - Park Board Meeting - May 9, 2022
Minutes - Planning Commission Minutes - May 10, 2022
Minutes - Human Rights Commission Meeting - May 10, 2022
Minutes - Airport Commission Meeting - May 12, 2022
Minute s- Library Board Meeting - May 17, 2022

Minutes - HRA Board Minutes - May 23, 2022
Minutes - Planning Commission Minutes - June 14, 2022
Building & Inspection Reports - May 2022
Weed/Nuisance Complaint Inspection Report
Event Permit - Movie at River Springs Water Park – June 24, 2022.
Event Permit - Wednesday Night Car Shows – first Wednesday nights for the next three months (July, August and September)
Culture Assessment & Blueprinting Agreement - Employee Strategies
Club Car Maintenance Agreement – Club Car, LLC

Council Member Boeke made a motion to approve these Consent Agenda Items; Council Member Burbank seconded the motion; all members present voted aye for approval.

Finance Report

Council Member Raney recapped payments made more than $20,000 for this period. Bills presented for payment total $612,366.87. Council Member Dotson made a motion to approve payment of these bills, Council Member Boeke seconded the motion, all members present voted aye for approval.

Proposed Ordinance 22-09 – Z347 Saia Motor Freight Zline Zone Change

Community Development Director Klecker presented the first reading of Proposed Ordinance 22-09 authorizing Application Z-347 received from Saia Motor Freight Line, LLC for property located at 140 Alexander Drive SW. They have a purchase agreement with current property owner, Cheyney Owatonna LLC with intent to construct a trucking terminal at this location. The Planning Commission held a public hearing on this rezoning request from B-2, Community Business District to t1, Light Industrial District. They received no objections during their hearing and recommend approval. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Raney, Voss, Dotson, Burbank, Boeke and Schultz; the motion was approved. The second/final reading of Proposed Ordinance 22-0 will be heard during the next Council Meeting on July 5, 2022.

Resolution 60-22 Purchase Property at N Elm Avenue and 11th Street NE

Community Development Director Klecker requested approved of Resolution 60-22 authorizing purchase of property at the corner of 11th Street NE and N Elm Avenue from Daniel Bosshart. This property consists of four parcels containing a total of 0.87 acres along Maple Creek, it is all wooded and within the floodplain. One of the lots is buildable but would need fill material to raise it up high enough. The property owner approached staff about the City purchasing the property as he has decided not to build on this property. This would be a good property for the City to acquire to continue our flood mitigation efforts; the City owns the adjacent property south of this property which was acquired as part of our flood mitigation efforts. This is also an area for a possible trail along Maple Creek, the City's Master Park Plan shows a possible trail connection between the Buxton Trail and North Straight River Trail through this area. Acquiring this property keeps that trail connection a possibility in the future. The total purchase price for all four parcels is $11,000. There is also $2,500 in deferred assessments on the property if the property were ever developed. Since the property would

not be developed under City ownership, the City will waive $2,500 in deferred assessments. Council Member Raney made a motion to approve Resolution 60-22 authorizing this property purchase, Council Member Voss seconded the motion, all members present vote aye for approval.

Change Order #4 – North Street Scape Project - JJD Companies

Public Works Director Skov presented Change Order No. 4 for the 2021 North Cedar Avenue Street Scape Project. This request form JJD Companies will modify the contract to reflect changes due to electrical discrepancies. The contract amount will increase by $235,000, bringing the total contract to $4,318,238.55. Council Member Dotson made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

Tennis Pro Agreement – Matt Hokanson

Park and Rec Director Tuma presented a Tennis Pro Agreement for Matt Hokanson. Matt began in this position in April of 2021 with an agreement structured as an incentive-based revenue split with programs and a base salary. The current agreement expires June 30, 2022. The Tennis Pro provides 15 hours a week facility coverage. The proposed agreement is a 2-year Tennis Pro extension which includes the addition of pickleball programming and play and an annual increase of $5,000 to the base salary and a 2% increase in program revenue split. This agreement provides:

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

There will be operational expenses to upgrade the facility for pickleball use. These expenses would include $1,500 for nets and hiring a contractor to add pickleball lines on two courts. Council Member Dotson made a motion for approval, Council Member Raney seconded the motion, all members present voted aye and the motion carried.

Staff Updates

Community Development Director Klecker gave a brief update on progress of several projects: Courtyard Hotel is in their final stages of construction; they plan to open the first week of August; Community Pathways has set walls and now working on interior finishes' Smart Bus is now an enclosed structure and working on interior projects; entities waiting for design work or drawings from their architects/engineers include the apartments on 26th & Cedar Ave, the Holiday Gas Station, Kuepers Apartments, and Monson Eye Clinic.

Public Works Director Skov commented construction continues in the 100 block of N Cedar Avenue; benches, lights and landscaping are being added in the 200 and 300 blocks; the North Cedar Avenue Street Scape Project Completion by July 20, 2022. A concept planning meeting was held last week for the wastewater treatment plant project and staff will

hold a preconstruction meeting later this week. Contractors are planning to begin mobilization on July 5th.

Park & Rec Director Tuma commented the River Spring Water Park has been very busy and swimming is also open at Lake Kohlmier. Staff will host a meeting on Thursday, June 23, 2022 at the Morehouse Chalet for the Parks Master Plan. WSB Engineering will work with steering committees, focus groups, park and trail users and the community at-large to create a new vision for four recreational areas: the current Cashman Park and recently donated Cashman property, Morehouse Park and Kaplan's Woods combined with Kaplan's Woods Parkway.

Public Comments

None

Council/Administration Comments and General Information

Council Member Raney encouraged everyone to drive through or walk the 200 and 300 blocks of North Cedar Avenue. Landscape woodchips remained in place during a recent storm and plants are growing, it is beginning to look the end of this project will soon be here.

: **Council Member Voss** commented he graduated from the Owatonna Leadership Academy this last week. Seventeen community members participated including Annie Garland, Editor of the Owatonna Peoples Press, Jenna Tuma, Park & Rec Director and Ed Hoffman, Fire Chief. He thanked the Chamber of Commerce for providing this, he was born and raised in Owatonna and got to see things during this training that he had never seen before.

Council President Schultz thanked everyone for attending the meeting.

Adjournment

At 8:39 pm, Council Member Raney made a motion to adjourn, Council Member Dotson seconded the motion, and all members presented voted aye in approval.

Dated: June 23, 2022
Respectfully Submitted,

Jeanette Clawson, Administrative Specialist

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Doyal, Kottke, Rossi and Zirngible. Absent was Commissioner Johnson. Also present were General Manager Warehime; Community Development Director Klecker; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Manager, Human Resources Madson; Manager, Facilities, Gas/Water Engineering & Operations Prokopec; Supervisor, Accounting Linders; Executive, Communications & Administration Coordinator Schmoll; Energy Conservation/Key Accounts Officers Hendricks; Accountant Lori Jerpbak and Accounting Specialist Shanda Meier.

President Doyal called the meeting to order and asked for a motion to approve the agenda, as presented. Commissioner Rossi moved to approve the agenda as submitted. Commissioner Zirngible seconded the motion. All members voting Aye, the motion passed. President Doyal then asked for a motion to approve the consent agenda items. The consent agenda items included the Minutes from the April 25, 2022 meeting, as well as the Contributed Services report as of April 30, 2022. Commissioner Rossi moved to approve the consent agenda as submitted. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed.

Election of Officers

A slate of officers with Commissioner Johnson as President and Commissioner Zirngible as Vice President was presented to the Commission. Commissioner Kottke moved to approve the slate as presented. Commissioner Rossi seconded the motion. All Commissioners voting Aye, the motion passed.

Commissioners Rossi and Zirngible will serve on the Personnel Committee with President Johnson as an ex-officio member. Commissioners Kottke and Doyal will serve on the Finance Committee with President Johnson as an ex-officio member.

Committee Reports

Finance Committee – Commissioner Kottke reported the Finance Committee met, reviewed and approved vouchers totaling $7,022,589.07. The electric AMI work is closing. Accounts Receivable balances are a bit higher than normal but expect to be back in line in May. Overall, all three utilities are in good shape.

Personnel Committee – Commissioner Zirngible reported the Personnel Committee met and received a staffing update along with an update on safety. He noted, OSHA recordable days without an incident are at 763. Commissioner Kottke inquired about the job shadowing program at OHS, Career Pathways. Mr. Fenstermacher, Mr. Linders and Mrs. Madson all discussed pieces of the program and OPU's involvement.

City Administrator's Report

City Administrator Busse was not present. However, Community Development Director Klecker was present and updated the Commission on OPED (Owatonna Partners for Economic Development). He discussed the members of the group, the group's strategic plan and focus, and the 2021 Annual Report. He noted workforce development and housing are two of the main focus areas.

Renewable Energy Credit Purchase Program – Residential

Energy Conservation and Key Accounts Officer Hendricks presented the Renewable Energy Credit (REC) Purchase Program for residential customers to the Commission. He discussed what renewable energy credits are and where they come from. He gave an overview of how the program will work, gave an example of a typical residential customer and discussed the OPU/SMMPA contract for RECs. After discussion,

Commissioner Rossi moved to approve the Renewable Energy Credit Purchase Program for residential customers as presented. Commissioner Zirngible seconded the motion. All Commissioners voting Aye, the motion passed.

General Manager/Staff Report

Director, Finance & Administration Olson and Director, Engineering & Field Operations Fenstermacher updated the Commission on the feasibility study. They discussed OPU's current facilities and explained items the feasibility study will address including projections for what the project could cost in the future. Mr. Klecker also discussed how the City would utilize the property where the North Storage Facility is located if OPU were to vacate the property.

General Manager Warehime asked for Commissioners to participate in the joint task force meeting on July 25th. Commissioner Johnson and Commissioner Rossi will participate in the meeting. If Commissioner Johnson is unable to, Commissioner Kottke will participate.

Mr. Warehime updated the Commission on transmission risks OPU is currently facing, natural gas pricing, the potential for load shedding this summer, and supply chain issues. Mr. Fenstermacher added a bit more on the supply chain issues noting transformers are the worst issue currently.

The last item Mr. Warehime updated the Commission is our 5 to 50lb. conversation contractor, NPL, is in town.

Commission Roundtable

Commissioner Doyal encouraged General Manager Warehime and now President, Commissioner Johnson to continue monthly meetings. He found it very beneficial.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:22 p.m.

Respectfully submitted,

Tammy Schmoll,
Executive, Communications & Administration Coordinator

MINUTES - UNAPPROVED
OWATONNA PARK AND RECREATION
REGULAR PARK BOARD MEETING
JUNE 13, 2022
4:30 PM

Members Present: Jonathan Douglas, Jon Thiel, Gina McGuire, Sara Baird, Tyler Cochran, Kara Perry

Members Absent: Greg Posch

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

OPENING BUSINESS

A. Call to Order at 4:30 pm
B. Roll Call: Greg Posch absent

APPROVAL OF THE AGENDA

Motion by Jonathan Douglas, second by Tyler Cochran to approve the June 13, 2022, Park Board Meeting Agenda. All members voted aye for approval.

APPROVAL OF THE MAY 13, 2022, MINUTES

Motion by Jonathan Douglas to approve the May 13, 2022, Park Board Meeting Minutes and second by Tyler Cochran. All members voted aye for approval.

PERSONS WISHING TO APPEAR

None

PARK PERMITS

Included in packet

MEMORIALS AND DONATIONS

Donation of $1000 from Youth Hockey Association Gambling Funds

NEW BUSINESS

a. Parks Tour Including:
    i. Gainey Park
        i. Park Board reviewed the failing retaining wall and recommended to repair the retaining wall and not remove the trees or cut into the slope. They felt that the impact was too much to the park. See attached map of retaining wall.

ii. 18th Street Trail System
    i. Park Board reviewed where the new trail will go with street construction.
iii. Kaplan's Woods/Kohlmier
    i. Park Board reviewed the Trail Connection project
iv. Morehouse Park & Cashman Property
    i. Park Board reviewed the current park and property for the upcoming Master Plan process.

b. OLD BUSINESS

c. COMMUNICATIONS

i. Director's Report – Verbal report on tour

ii. Staff Report – Recreation update memo

iii. Board Member Report

Announcements

i. In the News
    1. Weekly Owatonna People's Press articles: http://ci.owatonna.mn.us/Blog.aspx?CID=3
    2. Owatonna Live Straight Talk Straight Talk (owatonnalive.com)

ii. Actions Requested from past meetings

ADJOURNMENT:

The next board meeting is July 11, 2022, at 4:30 p.m. Brooktree Golf Course

The Owatonna Human Rights Commission (OHRC) met on Tuesday, June 14, 2022, in the Second Floor Conference Room at City Hall. At 5:30 p.m. Chairman Gunderson called the meeting to order with Commissioners Cords, Vanoosbree, Leon, Effertz, and Gunderson; City Administrator Busse, and Administrative Specialist Clawson. Commissioner Emanuelson was participating via TEAMS and Commissioner Gillespie was unable to attend.

Following the Pledge of Allegiance, Commissioner Gunderson advised the Election of Officers has been added the meeting agenda. Commissioner Cords made a motion to approve the agenda with this additional item, Commissioner Effertz seconded the motion, all members present voted aye for approval.

Minutes of the May 10, 2022, OHRC Meeting were reviewed. Commissioner Vanoosbree requested white space be removed from the first paragraph on the second page. Commissioner Cords made a motion to approve the Minutes with this correction made, Commissioner Vanoosbree seconded the motion, all members present voted aye for approval.

Items of Discussion:

Welcoming America – Commissioner Vanoosbree commented the "coaching call" with George from Welcoming America on June 6th went well. Committee Members Vanoosbree, Gunderson, Cords and Emanuelson participated during this call and received ideas on how to talk about Welcoming America. The next zoom training session is planned for Monday, July 11th. A "Welcome Walk" is planned for Monday, September 19, 2022. City Administrator Busse commented Welcoming America offers a $500 grant towards activities held during this week. Commissioner Vanoosbree commented their committee will submit the grant application mid-July. The application must include a list of activities planned so they are contacting businesses and organizations to participate. Their committee will meet next Monday, June 20th to plan coordination of contacting local businesses.

Commissioner Emanuelson joined the meeting in person.

OHRC Mural Project – The Girls Scouts plan to begin painting on Monday, June 27th. City Administrator Busse commented the walls have been prepped and Artist DeLaitsch also plans to begin the project. Former Commissioner Worden will be contacted to participate in project interviews with local media.

2022 OHRC Annual Report – Commissioner Cords will prepare for review during the July OHRC meeting. Commissioners Cords and Gunderson will present the OHRC Annual Report to council during a meeting in August.

2023 Plans/Budget Request – Commissioners will discuss the anticipated 2023 OHRC Budget request of $2,700 during the July OHRC Meeting.

During Commissioner Comments:

Commissioner Vanoosbree commented the Alliance for Greater Equity is hosting a community picnic this Saturday Juneteenth. This community-wide celebration will be from 12-3 p.m. in Dartts Park. AGE is also planning to host a Brewfest in September and looking for donations of silent auction baskets. Suggestions for basket items will be discussed during the next OHRC Meeting. Commissioner Emanuelson plans to also attend the July AGE meeting.

Election of Officers: Commissioner Gunderson asked for nominations. Commissioner Emanuelson made a motion to extend terms of current officers, Chairman Gunderson, Vice-Chair Cords and Secretary Vanoosbree; Commissioner Effertz seconded the motion. Commissioner Cords explained the OHRC By-Laws limit the number of consecutive years a commissioner may hold an office; Commissioners Gunderson and Cords are not eligible for reappointment to their current offices. Commissioners Emanuelson and Effertz retracted their motion. Commissioner Vanoosbree made a motion for Commissioner Cords to serve as the Chairman, Commissioner Gunderson as the Vice-Chairman and Commissioner Vanoosbree as the Secretary; Commissioner Effertz seconded this motion. All members present voted aye in approval.

At 6:10 p.m., Commissioner Cords made a motion to adjourn, Commissioner Brady seconded this motion; with no objections, the meeting was adjourned. The next meeting is Tuesday, July 12, 2022, at 5:30 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

EDA
Minutes
June 15, 2022

The Owatonna Economic Development Authority met in regular session at 4:00 PM at the City Council Chambers with President Raney presiding. Commissioners present: Dan Boeke, Andrew Cowell, Corey Mensink, Tom Peterson, Kevin Raney, and Doug Voss. Commissioner Brenda DeVinny was absent. Also present were Troy Klecker, Greg Kruschke, Bill Owens, Brad Meier, Lisa Cochran, and Kristen Kopp.

Approval of Minutes. Commissioner Cowell moved approval of the minutes of the April 20, 2022 meeting with second by Commissioner Mensink. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Troy Klecker presented the revenue and expense reports for May. He said that the City is implementing a lot of new software, including our financial software, which went live on May 20. By the time of the next meeting, we should have a way to run this report with the new software. First half payments were made on our contracts. We did prorate the Chamber contract. Their second half payment will be the full amount. There were a couple of consulting invoices. Everything else is tracking about what we had budgeted for. Boeke asked about the income side. Klecker said that it's the lodging tax, and there is usually a delay with that. There are also some properties that are not prompt. The year-end is more important than the monthly balances. That varies from year to year; there were some legitimate revenue losses during Covid. We're getting closer to pre-Covid numbers, but we're not there yet. Voss asked who the numbers are coming from. Klecker said they come from Finance, and these are the numbers through May 20 because of the software changes.

Loan Report. Bill Owens presented the Loan Report for May. He said that all loans are being paid as agreed. He gave an update on the Forgivable Loan Program. Heinz Insurance, 141 Broadway Street West, and Knopic, 318 Cedar Avenue North, are interested in the $10,000 exterior Forgivable Loan. These would be contingent upon MainStreet approval of the project. Voss said sometimes these projects sit for months. Klecker said that, yes, we want to see them done as quickly as possible. Some need more information from a Building Code perspective before they can move along. Others are stuck trying to get a contractor to do a portion of the project. It's not due to a lack of wanting to get it done. Kruschke said that sometimes, once they start tearing into it, there are surprises. Also, the architects are extremely backed up. Owens said an example would be 214 Cedar Avenue North. They just got a permit for the foundation, and they ended up having to replace the wall. Al Martin is putting an awful lot of money into those buildings. Klecker noted that the Wagner's Lunch loan is not current because the check for the interest bounced. Mark Walbran is going through a court process to get that $700 paid. We also stipulated that monthly payments would go through an automatic withdrawal, and those have been paid. He's up to date on those payments, but not the interest. We also have a request from Lucky Dice to push their Forgivable Loan up to the maximum amount because the basement wall was bowed and needed to be fixed for the Streetscape project to continue. The property owner was very cooperative in working with the City in getting something worked out. This would be $11,328 more, so the requests are for $31,328, which would put us at the $313,000 mark. He asked the Commissioners if they should continue on with this program as we have more and more buildings want to jump on the bandwagon. This Forgivable Loan Program has

been a big carrot. Voss said that the thing to remember is that for the $300,000 in loans, there has been well over $1 Million of work put into the downtown. Klecker said that we haven't had a lot of people use our regular loan program because interest rates have been so low. Mensink said it's nice to see the consistent usage of this program. With rates going up, this could be a catalyst. He said he would be in favor of expanding the program and letting the application process go forward again. Raney said he'd like this discussion under New Business. Raney asked if the Forgivable Loan Program Report could be a part of the agenda packet.

OACCT Report. Chamber Director Brad Meier presented the OACCT Report for May. Workforce initiatives wrapped up with 235 students and 85 businesses, which was pretty close to what we had hoped for. Signing Day was last week and 13 students were recognized. Learn to Earn Initiative faced some legislative fate as most other items and didn't get passed at the end of session. The next step is convening a local group of employers and educators to move this forward on their own. They're trying to make sure employers are taking advantage of the Employee Retention Credit. He gave an update on the Community wide branding initiative. The current phase is request for proposals. They're trying to unify the message coming out of Owatonna. He said they can present more at a later date. Raney said that would be great. Meier said the Chamber is part of Engage Owatonna, and the restaurant survey has been completed and responses shared. There was some discussion about restaurants and development. Kruschke said that, at the end of the day, the market rules all. It's a free market world, and if someone thinks they can make a go, have at it. We want businesses in town.

MainStreet Director Lisa Cochran said she's learned a lot in two months and is pretty excited to move forward. As she and Meier have had conversations on the four pillars of MainStreet, they decided they need to focus on organization first. She needs to get an Advisory Board together. We're working on that with the guidance of MainStreet Minnesota and MainStreet America. Once she has that board and committees, it will make for much smoother operations. We've done Downtown Thursday this month. There are Downtown Thursdays in July and August and the Holiday Parade on the schedule. There have been a lot of strategic planning talks. Voss asked with your first Downtown Thursday, there's been a lot of back and forth with bringing food vendors verses downtown restaurants. There weren't a lot of vendors at the first one. Cochran said there will be more in July. They give first preference to the restaurants downtown. She said they're focusing on the local restaurants and are bringing in a couple more options to create more of a destination with more choices. She said it's on the radar. Raney said he was hoping for more people and would like to see more promotion. He asked if we can develop a sign for Downtown Thursdays? Cochran said that what she heard from most places that weren't open that evening that it was because of staffing concerns. She said she was happy with the number of people down there, but obviously we want more people each month. They talked about having other food options in the 300 block. They didn't have electricity down there yet, so that was a hinderance for the first month.

OPED Report. Klecker said that there's been a lot of discussion around housing. Our numbers are a little slow on the single family side. They've been updating our lot map and trying to put a game plan together for attracting residential developers. They're putting together an inventory of what's available and how we can get that out to developers, and they're going to work on a mock development. Otherwise they're working with legislative dollars. A lot of workforce stuff is ongoing. We're also trying to make sure we're working on big projects.

OABDC Report. Bill Owens presented the OABDC Report for May. He said consulting hours are up significantly from last year. He has a tenant that has 1,300 square feet that's going to move into the manufacturing area. Raney said they've been at nine office leases and are down to seven. Owens said that one moved out and one consolidated and moved into one office.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for May. The Pearl Apartments are pretty much done. That project started with the EDA buying one of the houses on Pearl Street and in the end we got a 43-unit apartment building where there were nine units in five dilapidated houses. This project took over six years. It's a pretty substantial process, but a very successful one. We're in it for the long haul. Cemstone is planning to construct their plant. When we know exactly when they'll be out of their current property, we'll start brainstorming how to market it. 147 Pearl Street West is very close to get their permit and getting started. He's hoping they're working on it by the next meeting. The Bubba's project is delayed as building costs go up. Ultimately, we want a wine bar there, and it's to our advantage to work with him and maybe modify the timeline. The hotel is plugging away and shooting for an August 2 opening. That'll be a big change for downtown. 117 Bridge Street West has another showing next week. 148 Main Street West is much the same, but a little harder because of the condition of the building. 202 Bridge Street West is essentially done. We've been working on 216 Oak Avenue North for over a year now for the Riverfront Project. If everything pans out, we might have something later this year. It is a large, complex project, but it's continuing forward. CDI is looking to start as soon as they can. Kamp Automation is plugging away, too.

New Business. Raney said he and Klecker have talked about the Forgivable Loan Program. It's been very successful. Is our goal to roll out another year of it, and if so, when? As people have seen what other businesses have done, there is more of an appetite now than when we first rolled it out. He said maybe waiting until the Streetscape is done would be best. It's been $1 Million investment in the downtown. Mensink said he couldn't agree more. Once the Streetscape is finished, that should create more buzz to come downtown and come from out of town. He said he'd be all for one more shot of this. He asked if they could go retroactive, like with Lucky Dice. Klecker said that would just be a modification to their existing loan. They were very cooperative. Mensink said they should capture the momentum while they have it. Peterson asked why they would wait, because we have enough people looking for it. Raney said the wait would mean a decision in July and we'd be able to think about it for a month. Voss said he was thinking along Tom's line. Even if we don't fund the program, we can start getting paperwork ready. Cowell said he's of the same opinion because costs continue to go up, as well as finding a contractor. We're just delaying it longer. The faster we get those funds allocated out, the better. Boeke said that he agrees—keep the ball moving. Raney said that one of these applicants is adding higher-end apartments above his building. That wouldn't qualify now, but is that something we'd consider adding to the program. Kruschke said it will be very difficult to regulate the quality. Klecker said that the façade for upper level windows and the sprinkler systems could apply to residential units. He said he's a little concerned with adding that to the program. Kruschke said that rental housing is a hot thing now, but it is a trend. Cowell said he'd like to see the program remain fairly the same as the past years. We're not trying to change the program, but allocating dollars for another year. Klecker said that would be simple. Raney said that it's been very successful. Cowell made a recommendation for the next meeting to consider recommending another $100,000 for 2022, similar to what we've done in the past two years. Raney asked Klecker to look at the contract and see if there's anything we should change or tweak. Klecker

said he can do that. We do have a couple of requests before we hit the $300,000. There are two that haven't been officially approved: Heinz and Knopic. Also Lucky Dice is asking for the full amount. Mensink said if we're going to go over the $300,000, he'd be in favor of moving forward with Lucky Dice and waiting on the other two. Klecker said he could see that. Raney said that he'd agree. Klecker said with the Lucky Dice loan, we're essentially at the limit. Cowell said we'd table the other two until the next meeting. Kruchke said that's 30 days away and we've seen what the economy has done in the last weeks. Boeke asked that if we're fairly confident we're going to do it, why don't we do it? Raney said he'd like to go through the contract first and make sure it's still a contract we want today. Klecker said it's program guidelines. Boeke asked Raney if there's something he's leery of. Raney said he'd like to talk to people who've gone through it. We have an opportunity to go through that. Mensink asked if we could approve an amount so the applicants fairly confident it will be approved. Klecker said they could approve the dollar amount for the program and say we will review the guidelines at the next meeting. Mensink said as we're asking them for feedback we can market it too. Peterson said it's still not bankable. Voss said that once they've started their projects, they're not giving bills for several months. Klecker said that the only issue he can see from a procedural standpoint is when we actually release those funds. Do we make sure the project is done before releasing the dollars. For instance, if it's a $120,000 project, and they submit receipts for $10,000, but the rest of the project isn't done. He said maybe they can clarify that in the guidelines. Mensink asked if there was a way we can have an impact report. Kruschke said a lot of that is through Lisa's MainStreet quarterly and yearly reporting. Mensink said it would be really nice to tell the story from an economic development perspective. Voss said a booklet with photos would also be nice.

A motion was made by Cowell and seconded by Boeke to recommended $100,000 for the 2022 EDA Forgivable Loan Program subject to reviewing the program guidelines at the July meeting.

Raney asked what Knopic and Heinz are planning to do. Klecker said what they are proposing fits the criteria of the program and are both subject to review by a design committee.

All Commissioners voting Aye, the motion passed.

A motion was made by Mensink and seconded by Cowell to modify the loan agreements for Lucky Dice to increase their loan amount to the maximum amount. All Commissioners voting Aye, the motion passed.

Schedule Next Meeting. The next EDA meeting is scheduled for **July 20, 2022** at 4:00 PM at the City Council Chambers.

Adjournment. There being no further business, a motion was made by Commissioner Voss and seconded by Commissioner Boeke to adjourn the meeting at 5:43 pm. All Commissioners voting Aye, the motion passed.

Unapproved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Tuesday, June 21st 2022, 4:30 PM

The Owatonna Public Library Board of Trustees held the monthly meeting on Tuesday, June 21st, 2022. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were President Trudy Severson, Trustee Meredith Erickson, Secretary Christy Tryhus, Library Director Mark Blando and Administrative Assistant Robin Spande. Absent was Trustee Julianna Skulzacek and Vice President Karen Milan.

1. **Call to Order**

The meeting was called to order by President Trudy Severson at 4:30pm.

2. **Reminder of Open Meeting Law**

The open meeting law applies to the board meetings.

3. **Public Comments**

No public comments.

4. **Approve Minutes**

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

5. **Financial Reports**

Blando stated that the budget is currently on track. He also reported that a new Financial Software program called Open Gov has been in place for a month now. This new software will change the way we pay our bills from the current GEMS financial software.

Children's Services
May 2022

On May 19, from 5:30-7:30 PM, Darla Lager attended the ECFE (Early Childhood Family Education) Family Festival at McKinley Elementary. The Family Festival is an event that brings together families with young children and the local organizations and people and that support them. Darla represented the library and spoke to 128 people about Storytime, the Summer Reading Program and Summer events at the library. She handed out the summer brochures as well as Library bookmarks.

To get kids excited about reading and the library, Darla, Lisa Boutelle, Jeff Titus, Violet Fluegel and Mark Blando visited three elementary schools, Lincoln, McKinley and St. Mary's, on May 31. They did the traditional "Shout-Out" at each school. To build up anticipation for the Summer Reading Program, they read an *Oceans of Possibilities* "song" and spoke about what will happen at the library this summer.
During the three school visits, 1426 students and teachers heard about summer at the library.

"There are Oceans of Possibilities so much to explore
And there's no telling what you'll see down on that ocean floor."

Darla Lager
June 21, 2022

6. **Library Use Report**

CKI & CKO - physical items			**Apr-22**			**CKI & CKO - physical items**			**Apr-21**		
bp	Checkin	Normal CKI	1,216			**bp**	Checkin	Normal CKI	1,063		
bp	Checkin	Late Checkin	333			**bp**	Checkin	Late Checkin	63		
		BP TOTAL CKI	**1,549**					**BP TOTAL CKI**	**1,126**		
bp	Checkout	First Time CKO	1,269			**bp**	Checkout	First Time CKO	926		
bp	Checkout	Phone Renewal	155			**bp**	Checkout	Phone Renewal	98		
bp	Checkout	Other Renewal	36			**bp**	Checkout	Other Renewal	44		
bp	Checkout	Opac Renewal	128			**bp**	Checkout	Opac Renewal	90		
bp		**BP TOTAL CKO**	**1,588**			**bp**		**BP TOTAL CKO**	**1,158**		
CKI & CKO - physical items			**Apr-22**			**CKI & CKO - physical items**			**Apr-21**		
owat	Checkin	Normal CKI	10,042			**owat**	Checkin	Normal CKI	7,044		
owat	Checkin	Late Checkin	2,050			**owat**	Checkin	Late Checkin	683		
		OPL TOTAL CKI	**12,092**					**OPL TOTAL CKI**	**7,727**		
owat	Checkout	First Time CKO	10,215			**owat**	Checkout	First Time CKO	6,648		
owat	Checkout	Phone Renewal	249			**owat**	Checkout	Phone Renewal	182		
owat	Checkout	Other Renewal	299			**owat**	Checkout	Other Renewal	238		
owat	Checkout	Opac Renewal	1,004			**owat**	Checkout	Opac Renewal	793		
owat		**OPL TOTAL CKO**	**11,767**			**owat**		**OPL TOTAL CKO**	**7,861**		

New Borrowers April 2022		**Library Visits April 2022**	
bp	7	**bp**	660
owat	190	**owat**	5,991

ILL/Loaned Apr 2022		**ILL/Borrowed Apr 2022**		**ILL/Loaned Apr 2021**		**ILL/Borrowed Apr 2021**	
bp	428	**bp**	279	**bp**	370	**bp**	230
owat	1,279	**owat**	982	**owat**	1,400	**owat**	1,336

Library Updates

On June 3rd at 5:00 pm Dr. Anton Treuer, a Professor of Ojibwe at Bemidji State was here to discuss his book *Everything You Wanted to Know About Indians But Were Afraid to Ask.* The presentation was very well received by the public.

Summer meals are very popular and are served at the Library from 11:30 to 12:00 on the Library front lawn. The Summer Reading Program in Children's Services has been very well attended. In addition, the Book Fair will be coming up on Thursday July 28 from 10:00 am til 6:00 pm.

On Thursday July 7th Blando will be promoting the Library by encouraging people to get Library cards downtown at the First Thursday Owatonna Celebration.

Blando spoke at a Rotary luncheon recently at the Owatonna Country

Club. He stated that he is currently working on fall programming.

7. **SELCO Update**

Trustee Erickson stated that there is an upcoming Advisory Meeting. Erickson met with some SELCO people for an official orientation of SELCO. Trustee Erickson said that they are changing the Board structure of SELCO and may reduce the number of people of the Board. They may start a Directors group in July. Trustee Erickson and John Pfeifer will attend a SELCO meeting in Rochester on July 19th therefore she will not be able to attend next months OPL Board Meeting on July 19th.

8. **Renovation Update**

New shelving is on order for housing DVD's which are still very popular with our Patrons.

Adjourn

A motion to adjourn was made by Trustee Erickson and seconded by Secretary Tryhus. All aye. The meeting adjourned at 5:15 pm.

Respectfully submitted by Robin Spande

Department Reports

Fire Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Bonnie Hermel, Administrative Technician
SUBJECT: Weed/Nuisance Complaint Inspection Report

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

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

Budget Impact:
No budget impact.

Staff Recommendation:
Review the report and contact the fire department with any questions.

Attachments:
1. Weed-Nuisance-Council_2022-06-29

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	Complaint: Vacant lot 17-004-1404 on corner of 22 St NW and 3 Ave NW has tall grass/weeds. See attached picture 7141 of the complaint vacant lot as of 6/17/22. RJS No change in the complaint vacant lot as of 6/20/22, 6/21/22, 6/22/22, 6/23/22.	6/17/2022		7/7/2022	6/24/2022	Has been mowed.	1
24 Avenue Northwest	Complaint: Ragweed in the field/open area of this property. See attached pictures 7151, 7152, 7153 of the complaint in the fields, ponds, and open areas of the city property as of 6/21/22, 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/21/2022		7/7/2022		6/23/22 - contacted city staff to mow. 9609	0.5
4 Avenue Southeast	Vacant lot17-405-0101 with a brown 3 seat couch on blvd. See attached picture 7063 of the complaint location as of 6/2/22. RJS	6/2/2022			6/10/2022	Has been removed.	1
4 Avenue Southeast	Vacant lot with long weeds and grass	6/16/2022	6/17/2022	7/1/2022	6/17/2022	Has been mowed.	1
4 Avenue Southeast	Vacant lot with long weeds and grass. Vacant lot 17-022-4102 with long weeds and grass. See attached picture 7049 of the vacant lot as of 5/27/22. RJS No change in complaint status as of 6/17/22, 6/20/22, 6/21/22. RJS	6/16/2022	6/17/2022	7/1/2022	6/22/2022	Has been mowed.	1
Allan Avenue Southwest	Vacant lot 17-583-0104 with long weeds and grass. See attached pictures 7159 and 7160 of the complaint vacant lot as of 6/23/22.	6/23/2022			6/27/2022	Has been mowed.	1
Austin Road	No change since initial inspection - vacant lot with long weeds and grass. Vacant lot 17-504-0109 with long weeds and grass. See attached picture 7054 of the complaint vacant lot as of 6/1/22. RJS No change in complaint status of vacant lot as of 6/17/22. RJS	6/16/2022	6/17/2022	7/1/2022	6/20/2022	Has been mowed.	1
Country Creek Lane Northeast	Vacant lots with long weeds and grass. 17-578-0311 to 0317, 0319 See attached picture 7154 of the view of the vacant lots as of 6/22/22. RJS No change in the complaint status of the vacant lots as of 6/24/22, 6/27/22, 6/28/22. RJS	6/22/2022	6/25/2022	7/9/2022			0.5
Evergreen Place Northeast	Vacant lots with long weeds and grass. Vacant lots 17-579-0115 and 17-579-0117 with long weeds and grass as of 6/9/22. See attached pictures 7103 and 7104 of the complaint locations. RJS. No change in the complaint vacant lots as of 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/22/2022	6/23/2022	7/7/2022			0.5
Glendale Street	Vacant lot 17-507-0101 blvd area with long grass. See attached pictures 7065 and 7125 of the complaint location as of 6/2/22. RJS/weeds. No change in complaint status as of 6/17/22, 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22. RJS	6/16/2022	6/17/2022	6/27/2022			0.5
Glendale Street	The vacant lot 17-507-0101 has broken tree branches on the front blvd areas. See attached picture 7187 of the vacant lot as of 6/27/22. RJS	6/27/2022					0.5
Hartle Avenue	Vacant lot with long weeds and grass. See picture 7050 of the complaint vacant lot as of 5/27/22. RJS No change in current complaint status as of 6/17/22, 6/20/22, 6/21/22. RJS	6/16/2022	6/17/2022	7/1/2022	6/22/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Hemlock Avenue Northeast	Vacant lot 17-604-0201 blvd area with long grass/weeds. See attached pictures 7104, 7105 of the complaint location as of 6/9/22. RJS No change in the complaint status as of 6/27/22, 6/28/22. RJS	6/23/2022	6/23/2022	7/7/2022			0.5
Kilworth Drive	Vacant lot 17-568-0302 with long weeds and grass. See attached picture 7132 of the vacant lot as of 6/1722. RJS	6/17/2022			6/21/2022	Has been mowed.	1
Kilworth Drive Northwest	Vacant lots 17-343-011 and 17-596-0115 with long weeds and grass. See attached pictures 7137 and 7138 of the complaint vacant lots as of 6/17/22. RJS No change in the vacant lots complaint status as of 6/24/22, 6/27/22, 6/28/22. RJS	6/17/2022	6/25/2022	7/9/2022			0.5
Mineral Springs Parkway Northeast	Vacant lot 17-498-0207with long weeds and grass. See attached picture 7122 of the complaint vacant lot as of 6/15/22. RJS	6/15/2022			6/22/2022	Has been mowed.	1
Mineral Springs Parkway Northeast	Vacant lot with long grass/weeds. See attached picture 7126 of the vacant lot as of 6/16/22. RJS No change in complaint status as of 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/23/2022	6/24/2022	7/8/2022			0.5
Park Drive	Vacant lot 17-338-0204 with long weeds and grass. See attached pictures 7161 and 7162 of the complaint location vacant lot as of 6/23/22. RJS	6/23/2022	6/29/2022	7/13/2022			0.5
State Avenue	Vacant lot 17-568-0401 with long weeds and grass. See attached picture 7133 of the complaint vacant lot as of 6/17/22. RJS	6/17/2022			6/21/2022	Has been mowed.	1
State Avenue	Vacant lots 17-596-0401 to 0403 with long weeds and grass. See attached pictures 7134, 7135, 7136 of the complaint vacant lots as of 6/17/22. RJS No change in the complaint location vacant lots status as of 6/24/22, 6/27/22, 6/28/22. RJS	6/17/2022	6/25/2022	7/9/2022			0.5
Wildflower Drive Northeast	Vacant lots 17-498-0212 and 0213 with long weeds and grass. See attached pictures 7120 and 7121 of the vacant lots as of 6/15/22. RJS	6/15/2022			6/22/2022	Has been mowed.	1
109 Lincoln Avenue South	White bathroom toilet on the front blvd area. See attached picture 7101 of the complaint location as of 6/9/22. RJS	6/9/2022			6/10/2022	Has been removed.	1
113 North Street East	Three seat brown reclining living room couch on blvd. See attached picture 7156 of the complaint location as of 6/22/22. RJS	6/22/2022			6/23/2022	Has been removed.	1
1131 Rice Lake Street	Two seat black couch on the front blvd area. See attached picture 7073 of the complaint location as of 6/3/22. RJS	6/3/2022			6/8/2022	Has been removed.	1
127 Holly Street West	Long weeds and grass in all yards and around the house. See attached picture 7088 of the complaint location as of 6/7/22. RJS	6/7/2022			6/13/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
128 University Street Southeast	Three tan couch and ottoman on the front blvd area. See attached picture 7108 of the complaint location as of 6/10/22. RJS	6/10/2022			6/13/2022	Has been removed.	1
1344 Linn Avenue	Long weeds and grass in all yards and around the house. See attached pictures 7071 and 7072 of the complaint location as of 6/3/22. RJS	6/3/2022			6/6/2022	Has been mowed.	1
139 15 Street Northeast	Long weeds in the flower beds and around the house. See attached picture 7124 of the complaint location as of 6/15/22. RJS No change in the complaint status as of 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/23/2022	6/24/2022	7/4/2022			0.5
143 Pearl Street East	Complaint: Grass is almost 18'' long. See attached picture of the complaint location as of 6/21/22. RJS No change in the complaint status as of 6/22/22. RJS	6/21/2022	6/23/2022	7/3/2022	6/23/2022	Has been mowed.	1
1430 Bigelow Avenue	Long weeds and grass in all yards and around the house. See attached picture 7169 of the complaint location as of 6/24/22. RJS	6/24/2022	6/29/2022	7/9/2022			0.5
146 16 Street Northeast	Green living room chair on the front blvd area. See attached picture 7155 of the complaint location as of 6/22/22. RJS	6/22/2022			6/24/2022	Has been removed.	1
1585 Wood Duck Lane Northeast	Vacant lot 17-578-0213 with long weeds and grass. See attached picture 7080 of the complaint vacant lot as of 6/3/22. RJS	6/3/2022			6/10/2022	Has been mowed.	1
160 28 Street Northeast	Vacant lot 17-664-0101 with long weeds and grass. See attached picture 7106 of the complaint vacant lot as of 6/9/22. RJS No change in complaint vacant lot as of 6/24/22, 6/27/22, 6/28/22. RJS	6/23/2022	6/24/2022	7/8/2022			0.5
1715 Wood Duck Lane Northeast	Vacant lot 17-578-0218 with long weeds and grass. See attached picture 7081 of the vacant lot as of 6/3/22. RJS	6/3/2022			6/10/2022	Has been mowed.	1
1745 Country Creek Lane Northeast	Vacant lot 17-578-0318 with long weeds and grass. See attached picture 7154 of the vacant lot complaint as of 6/22/22. RJS No change in the complaint status of the vacant lot as of 6/24/22, 6/27/22, 6/28/22. RJS	6/22/2022	6/29/2022	7/9/2022			0.5
1860 Bigelow Avenue	Has been mowed.	6/13/2022			6/13/2022	Has been mowed.	0.5
1905 Austin Road Southeast	The complaint vacant lot 17-593-0101 south of the main building has been mowed as of 6/21/22. RJS	6/21/2022			6/21/2022	Has been mowed.	0.5
1930 Kenyon Road Northeast	On Wildflower Dr - tree logs/branches and long grass on blvd. See attached picture 7127 of the complaint location as of 6/16/22. RJS No change in complaint status as of 6/23/22, 6/24/22. RJS	6/23/2022	6/24/2022	7/8/2022			0.5
204 Fremont Street East	Complaint: Long grass. See attached picture 7149 of the complaint location as of 6/21/22.	6/21/2022			6/21/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
205 Oak Avenue North	Complaint: Tall weeds in their landscaping on the front blvd area. See attached picture 7188 of the complaint location as of 6/27/22. RJS No change in the complaint location status as of 6/28/22. RJS	6/27/2022				Need to send violation notice.	0.5
2065 8 Avenue Northeast	Fence down in backyard since January. See attached pictures 7117 and 7118 of the complaint location as of 6/14/22. RJS No change in the complaint location fence down issue as of 6/15/22, 6/21/22, 6/23/22, 6/27/22. RJS	6/23/2022	6/23/2022	7/23/2022			0.5
211 Fremont Street East	Carpet in backyard, need to drive down alley to see it. See attached pictures 7130 and 7131 of the complaint location as of 6/17/22. RJS No change in complaint status as of 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/17/2022	6/23/2022	7/7/2022			0.5
216 Pine Avenue North	Long weeds and grass in all yards and around the house. See attached picture 7056 of the complaint location as of 6/1/22. RJS	6/1/2022			6/3/2022	Has been mowed.	1
222 McKinley Street West	Long weeds and grass in all yards and around the house See attached picture 7064 of the complaint location as of 6/2/22. RJS. No change in complaint as of 6/17/22. RJS	6/16/2022	6/17/2022	6/27/2022	6/20/2022	Has been mowed.	1
241 Beech Avenue	Misc household items on the front blvd area. See attached picture 7186 of the complaint location as of 6/27/22. RJS	6/27/2022			6/28/2022	Has been removed.	1
2546 Mossy Creek Drive Northeast	Long weeds and grass in all yards and around the house. See attached pictures 7094 and 7095 of the complaint location as of 6/8/22. RJS	6/8/2022			6/9/2022	Has been mowed.	1
2595 Stony Creek Drive	Vacant lot 17-594-0212 with long weeds and grass. See attached picture 7083 of the complaint vacant lot as of 6/6/22. RJS No change in the complaint status as of 6/17/22, 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22, 6/27/22. RJS	6/16/2022	6/17/2022	7/1/2022	6/28/2022	Has been mowed.	1
261 Beech Avenue	Brown living room couch on the front blvd area. See attached picture 7086 of the complaint location as of 6/7/22. RJS	6/7/2022			6/20/2022	Has been removed.	1
3088 Northridge Lane Northeast	The complaint location has not mowed the yards as of 6/20/22. See attached pictures 7142 and 7143 of the complaint location as of 6/20/22. Need to call lawn service as of 6/20/22. RJS Not mowed as of 6/21/22. RJS 6/20/22 - contacted mowers. 9609	6/6/2022	6/7/2022	6/17/2022	6/22/2022	Has been mowed.	1
311 State Avenue	Flowered living room couch on the front blvd area. See attached picture 7087 of the complaint location as of 6/7/22. RJS	6/7/2022			6/8/2022	Has been removed.	1
314 Pine Avenue North	Three seat brown living room couch on the front blvd. See attached picture 7189 of the complaint location as of 6/27/22. RJS	6/27/2022	6/29/2022	7/9/2022			0.5
330 Oak Avenue South	Not mowed as of 6/21/22. See attached picture 7146 of the vacant lot with long grass and weeds as of 6/21/22. Need to call the lawn service. RJS	6/6/2022	6/7/2022	6/17/2022	6/22/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
338 State Avenue	The complaint location has not been mowed on the reinspection date of 6/17/22. Need to call lawn service. See attached picture 7139 of the complaint location as of 6/17/22. RJS The lawn service start to weed whip areas around the house, trees, and blvd area as of 6/20/22. RJS The Lawn service has not mowed the yards as of 6/21/22 RJS 6/20/22 - contacted mowers. 9609	6/6/2022	6/7/2022	6/17/2022	6/22/2022	Has been mowed.	1
348 Bryan Avenue Southwest	The vacant lot has been mowed as of 6/22/22. RJS	6/22/2022			6/22/2022		0.5
407 Elm Avenue North	Disassembled shelving stacked on the north side of garage in the alley way. See attached pictures 7157 and 7158 of the complaint location as of 6/22/22. RJS	6/22/2022	6/29/2022	7/9/2022			0.5
409 Main Street East	Long weeds and grass in all yards and around the house. See attached picture 7082 of the complaint location as of 6/3/22. RJS No change is complaint status as of 6/17/22, 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22, 6/28/22. RJS The complaint location has not been mowed by the reinspection date of 6/27/22. See attached picture 7185 of the complaint location as of 6/27/22. Need to call lawn service. RJS	6/16/2022	6/17/2022	6/27/2022		6/28/22 - Contact mowers. 9609	0.5
411 Pine Avenue North	Long weeds and grass in all yards and around the house. See attached picture 7057 of the complaint location as of 6/1/22. RJS	6/1/2022			6/3/2022	Has been mowed.	1
415 Main Street East	Long weeds and grass in all yards and around the house. See attached picture 7092 of the complaint location as of 6/8/22. RJS	6/8/2022			6/13/2022	Has been mowed.	1
419 Pine Avenue North	No change since initial inspection - 3 seat brown reclining living room couch on blvd. See attached picture 7093 of the complaint location as of 6/8/22. RJS No change in the complaint status as of 6/22/22, 6/23/22, 6/24/22. RJS	6/20/2022	6/22/2022	7/2/2022	6/27/2022	Has been removed.	1
426 Sylvan Street	Long weeds and grass in the yard on the west side of the driveway. See attached picture 7107 of the complaint location as of 6/9/22. RJS No change in complaint status as of 6/24/22, 6/27/22, 6/28/22. RJS	6/23/2022	6/24/2022	7/4/2022			0.5
430 Cherry Street	Long weeds and grass in all yards and around the house. See attached picture of the complaint location as of 6/3/22. RJS	6/3/2022			6/6/2022	Has been mowed.	1
451 Flora Street	No change since initial inspection - long grass/weeds in the backyard and back of house. See attached picture 7109 of the complaint location as of 6/10/22. RJS. No change in status as of 6/23/22, 6/24/22, 6/27/22. RJS	6/23/2022	6/24/2022	7/4/2022	6/28/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

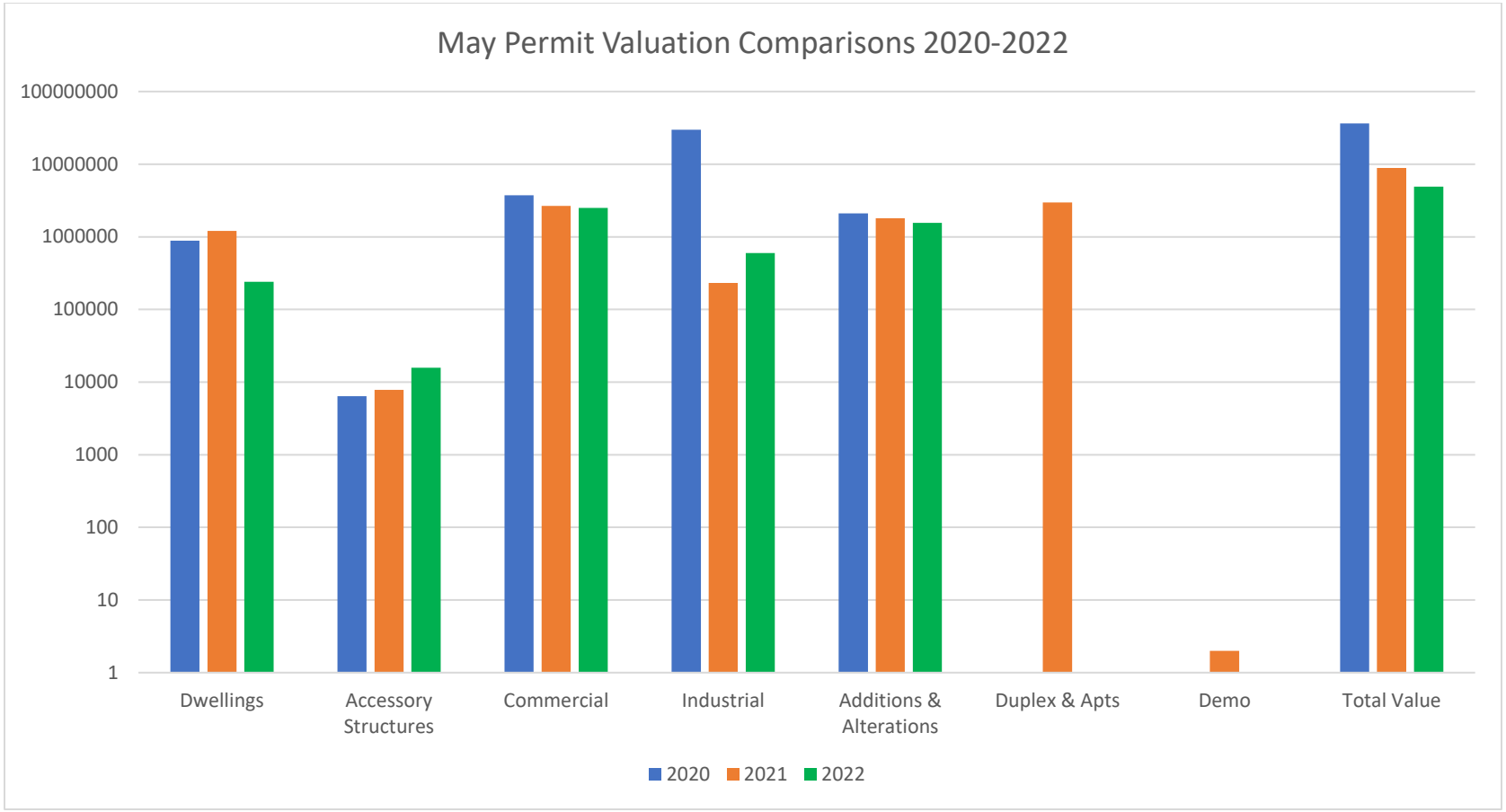
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
455 Fairview Street Northwest	Complaint: View from the street of the complaint location with Long grass. See attached picture 7140 and 7144 of the complaint location with long grass in all yards and around the house as of 6/17/22. RJS No change in the complaint status as of 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/17/2022	6/23/2022	7/3/2022			0.5
50 Strand Drive	Complaint: Junk all over the property. See attached pictures 7191, 7192, 7193 of the complaint location as of 6/28/22. RJS	6/28/2022				Need to send violation notice.	0.5
518 Broadway Street East	Living room couch on the front blvd area. See attached picture 7100 of the complaint location as of 6/9/22. RJS	6/9/2022			6/10/2022	Has been removed.	1
534 Oak Avenue South	Complaint: Tall grass and weeds in all yards and around the house. See attached picture 7145 of the complaint location as of 6/20/22, 6/21/22, 6/22/22, 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/20/2022	6/23/2022	7/3/2022			0.5
549 McIndoe Street	Complaint: Grass is over 18'' in the backyard. See attached picture 7182 of the complaint location as of 6/27/22. RJS	6/27/2022			6/27/2022	No violation found at time of inspection.	0.5
608 Oak Avenue South	Long weeds and grass in all yards and around the house. See attached picture 7181 of the complaint location as of 6/27/28. RJS	6/27/2022	6/29/2022	7/9/2022			0.5
619 Mineral Springs Road	Long weeds and grass in all yards and around the house. See attached picture 7089 of the complaint location as of 6/7/22. RJS	6/7/2022			6/8/2022	Has been mowed.	1
622 Prospect Street	The complaint location backyard has been mowed as of 6/20/22. RJS	6/20/2022			6/20/2022	Has been mowed.	1
710 El Dorado Street Southeast	Vacant lot 17-619-0101 with long weeds and grass. See attached picture 7051 of the complaint vacant lot as of 5/31/22. RJS The vacant lot has been mowed as of 6/1/22. RJS	5/31/2022			6/1/2022	Has been mowed.	1
718 University Street Southeast	Three seat white couch on the front blvd area. See attached picture 7168 of the complaint location as of 6/23/22. RJS	6/23/2022	6/29/2022	7/9/2022			0.5
724 & 726 Truman Avenue	Long weeds and grass in 724's yards and around the twin home. See attached picture 7184 of the complaint location as of 6/27/22. RJS	6/27/2022	6/29/2022	7/9/2022			0.5
810 Minnesota Avenue	Long weeds and grass in all yards and around the house. See attached picture 7129 of the complaint location as of 6/17/22. RJS No change in the complaint status as of 6/24/22, 6/27/22, 6/28/22. RJS	6/17/2022	6/25/2022	7/5/2022			0.5
817 Minnesota Avenue Southeast	Three seat brown living room couch on the front blvd. See attached picture 7183 of the complaint location as of 6/27/22. RJS	6/27/2022	6/29/2022	7/9/2022			0.5
829 Escalade Lane Southeast	Vacant lot 17-619-0017 with long weeds and grass. See attached picture 7053 of the complaint vacant lot as of 5/31/22. RJS	5/31/2022			6/1/2022	Has been mowed.	1

Weed/Nuisance Complaint Inspections

OWATONNA FIRE DEPARTMENT

Updates through June 29, 2022

Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
859 Escalade Lane Southeast	Vacant lot 17-619-0116 with long weeds and grass. See attached picture 7052 of the complaint vacant lot as of 5/31/22. RJS	5/31/2022			6/1/2022	Has been mowed.	1
865 Escalade Lane	Vacant lot 17-619-0115 with long weeds and grass. See attached picture7052 of the complaint vacant lot as of 5/31/22. RJS	5/31/2022			6/1/2022	Has been mowed.	1
873 Escalade Lane Southeast	Vacant lot 17-619-0114 with long weeds and grass. See attached picture 7052 of the complaint vacant lot as of 5/31/22.	5/31/2022			6/1/2022	Has been mowed.	1
883 Escalade Lane Southeast	Vacant lot 17-619-0113 with long weeds and grass. See attached picture 7052 of the vacant lot as of 5/31/22. RJS The vacant lot has been mowed as of 6/1/22. RJS	5/31/2022			6/1/2022	Has been mowed.	1
916 Grove Avenue South	Complaint: doesn't mow back yard and has piles of junk in the backyard. Have permission to go on 922 S Grove if necessary. See attached pictures 7147 and 7148 of the complaint location as of 6/21/22. RJS No change in the complaint location status as of 6/22/22, 6/23/22, 6/24/22, 6/27/22, 6/28/22. RJS	6/21/2022	6/24/2022	7/4/2022			0.5
924 Rice Lake Street	Mattress and bed frame on the front driveway area. See attached picture 7167 of the complaint location as of 6/24/22. RJS	6/24/2022	6/29/2022	7/9/2022			0.5


May Permit Valuation Comparisons 2020-2022
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Dwellings
Accessory Structures
Commercial
Industrial
Additions & Alterations
Duplex & Apts
Demo
Total Value
2020
2021
2022

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

Construction Report for Permits Issued through May 31, 2022

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

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

Licenses and Permits

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Eagles Ladies Auxiliary #1791

Previous Gambling Permit Number: X- 04986-17-009

Minnesota Tax ID Number, if any: 8138534

Federal Employer ID Number (FEIN), if any:

Mailing Address: 141 E. Rose St.

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

Name of Chief Executive Officer (CEO): Kim Hanson

CEO Daytime Phone: 507-475-4846 CEO Email:

(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): Steele County Fairgrounds

Physical Address (do not use P.O. box): 1525 Cedar Ave S

Check one:

☑ City: Owatonna Zip: 55060 County: Steele

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): August 17 - August 21, 2022

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

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

Print City Name: Owatonna

Signature of City Personnel: Jeanette Clausen, Admin Spec

Title: Admin Spec. Date: 6/20/2022

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

Print Name: Kim Hanson

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

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

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

Name of organization	Date of organization	Tax exempt number
Owatonna Arts Center	Jan 1, 1974	6570631

Organization Address (No PO Boxes)	City	State	Zip Code
435 Garden View lane	owatonna	MN	55060

Name of person making application	Business phone	Home phone
Silvan Durben, Artiistic Director	507-451-0533	

Date(s) of event: Thursday, November 10, 2022

Type of organization: ☐ Microdistillery ☐ Small Brewer ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
CJ Brase, President	Owatonna	MN	55060
Beth Decoux	Owatonna	MN	55060
		MN	

Location where permit will be used. If an outdoor area, describe.
The Owatonna Arts Center will host a fall wine tasting event, this is the 28th year for this annual event.

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

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

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival ☐ Yes ☐ No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

DISPLAY INFORMATION

Please complete the following information printed in **RED**:

Display Date: July 4, 2022 Rain Date: 7-5-2022

Time of Display: 10pm

Name of **Organization Purchasing** Display: Steele County Agricultural Society

Billing Address: PO Box 650

City, State, Zip: Owatonna MN 55060

Telephone: 507-451-5305 Fax: _____ E-mail: steelecountyfreefair@scff.org

Name of **Contact Person**: Steve Grubish

Contact Address: 507-363-1629 cell phone

City, State, Zip: Owatonna MN 55060

~~Telephone: _____~~ Fax: _____ E-mail: sgrubish13@gmail.com

Send **Invoice** to: Steele County Agricultural Society

Billing Address: PO Box

City, State, Zip: Owatonna MN 55060

Telephone: 507-451-5305 Fax: _____ E-mail: steelecountyfreefair@scff.org

FOR SALES REPRESENTATIVE ☐ J&M Fired ☐ 1.4G ☐ 1.3G ☐ PROXIMATE ☐ HAND FIRE ☐ FLAME

Sales Representative: _____ **Insurance Extension:** ☐ YES or ☐ NO

Delivery Information: Customer Pick Up At: _____ On-Site Delivery: ☐

Driver Name: _____ Telephone: _____

Delivery Address to Shoot Site: _____

Delivery to Bunker: ☐ Location: _____

Shooter Contact Person: _____ Telephone: _____

NOTES: _____

Proposal # _____ **Final Show $:** _____

Bonuses: _____ Prepayment _____ Multiple Year Agreement _____ Pick Up Mileage: _____ (by air miles)

OFFICE USE ONLY O# _____ C# _____ Customer PO# _____

☐ tax exempt certificate received
☐ permit received
☐ ATF permit Exp. _____

☐ Agreement received
☐ IQ received
☐ S/P _____

☐ Full payment
$ _____
Date _____ Check# _____

☐ Down payment
$ _____
Date: _____ Check# _____

update will be on July 5, 2022 Agenda

City of Owatonna
APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.

Name of Applicant (Sponsoring Organization): ~~Early Edition Rotary Owatonna~~ Steele Co Agricultural Society

Address of Applicant: ~~320 Hoffman Dr,~~ Owatonna, MN 55060 1525 Cedar Ave S.

Name of Applicant's Authorized Agent: J&M Displays, Inc.

Address of Agent: 9405 River Road SE, Clear Lake, MN 55319

Telephone Number of Agent: 320-300-4823 Date of Display: July 4, 2022 Time of Display: 10pm
rain date of July 5, 2022

Location of Display: Steele County Fairgrounds, 1525 S Cedar Ave, Owatonna, MN 55060

Manner and place of storage of fireworks prior to display:

None- delivery and usage on day of show

Type and number of fireworks to be discharged:

1.3G product - up to 6" aerial shells, Multi-shot box items and large roman candles

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Jeff Jahnke Certificate No.: O0644

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least $ 10 million
   (Suggested Amount: $1.2 million minimum, $1.5 million minimum beginning July 1, 2009.)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display. Corey Jahnke, 31 Nate Harris, 31

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent): Becky Hanson Date: May 23, 2022

Signature of Fire Chief/County Sheriff: Date: 5/23/22

Signature of Issuing Authority: Kris M Busse Date: 6-7-2022

Miscellaneous

Public Works Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Traffic Signal Maintenance and Upgrade Change Orders - River City Electric Co

Purpose:
Requesting Council Approval of Change Orders #3 & #4 for the 2022 Traffic Signal Maintenance and Upgrade Project.

Background:
The City and Steele County have contracted with River City Electric Co for Maintenance and Upgrades to 11 traffic signal systems located in Owatonna.

Change Order #3 adds a line item, Underground Cable Splice, to remove and replace terminal blocks and fork connectors in each pole base with gel-filled wire nuts.

Change Order #4 adds line item Paint Signal System A to repaint the entire vertical portion of the poles of Signal System A, excluding mast arms. See attached for price itemization.

Budget Impact:
Change Order #3 will increase the contract price by $8,536.00. The city's cost will be $5,044.00

Change Order #4 will increase the contract price by $4,255.00. The city's cost will be $4,255.00

The total increase for the city's share is $9,299.00 will be paid for with State Aid Funds.

Staff Recommendation:
Staff recommends with approval.

Attachments:
1. Signal Maintenance and Upgrades - Change Order 3
2. Signal Maintenance and Upgrades - Change Order 4

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	3

Project Location	Owatonna, Minnesota		
Local Agency	Steele County	Local Project No.	
Contractor	River City Electric Co	Contract No.	223011
Address/City/State/Zip	PO Box 164 / Mankato / MN / 56002-0164		
Total Change Order Amount $	$8,536.00		

Issue:
While working inside the signal bases at each revised signal system, the Contractor noted significant deterioration in the terminal blocks and fork connectors used to connect cables and conductors from underground conduit to conductor wiring inside the pole bases. When these terminal blocks were pulled out of the base to work on, some conductors became disconnected and some of the fork connectors broke, causing signal indications to go dark. This will be an issue to complete the work needed for the Contract and will also be a continuing maintenance problem.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work.

Resolution:
1. The Contractor will remove and replace the terminal blocks and fork connectors in each pole base with gel filled wire nuts. This work will be listed as UNDERGROUND CABLE SPLICE.

2. Payment for this work will be at Negotiated Unit Prices as shown in the estimate of cost. Payment for each UNDERGROUND CABLE SPLICE is per EACH pole base (for all work in each pole base needed to convert from terminal block connections to wire nut connections).

3. This document does not change Contract Time.

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2545.502	UNDERGROUND CABLE SPLICE	EACH	$194.00	44	$8,536.00
			Net Change this Change Order		**$8,536.00**

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	3

Due to this change, the contract time: *(check one)*	
(x) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by City Engineer: Kyle Skov Date: Jun 27, 2022

Print Name: Kyle Skov, P.E.

Approved by County Engineer: _____ Date: _____

Print Name: Greg Ilkka, P.E.

Approved by Contractor: Mark Draper Mark Draper (Jun 16, 2022 16:05 CDT) Date: Jun 16, 2022

Print Name: Mark Draper

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: _____ Date: _____

From: mark rivercityelecco.com
To: Sponholz, Paul
Cc: John Gray; Matt Zigan; jenn rivercityelecco.com
Subject: Wire Nut Change Out
Date: Wednesday, June 15, 2022 8:39:24 AM

Paul,

Per our phone conversation, after talking to John Gray and my foreman in the field we are concerned about the life left in the terminal strips and fork connectors in the signal bases. Pulling out one of the terminal strips yesterday, we have already had one fork break off the terminal strips. After talking to John about this, his preference would be to change out the terminal strips in the bases and use gel filled wire nuts to make the connections. I agree with John that this is a good solution to the problem. This retrofit could be done with very minor impacts to the public. Basically, we would put the system into four way flash and perform the work.

I have put together a price to change an individual base over from terminal strips to wire nuts. If this is something you are interested in doing, we could retrofit all the bases or just choose the bases that in the worst shape. If funds are available, I would recommend changing them all out but I understand you are working under a budget. We are more than willing to look at all the bases and make our recommendations as to which poles we think need retrofitting the most if this is something you would be interested in us doing.

Our price to retrofit one pole from terminal strips to gel filled wire nuts is $194.00 ea. Please feel free to contact me with any questions.

Thank you,

Mark D. Draper
River City Electric Co
507 317 1259

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	4

Project Location	Owatonna, Minnesota		
Local Agency	Steele County	Local Project No.	
Contractor	River City Electric Co	Contract No.	223011
Address/City/State/Zip	PO Box 164 / Mankato / MN / 56002-0164		
Total Change Order Amount $	$4,255.00		

Issue:
The contract item for Revise Signal System A proposed to have the contractor touch up paint the system. Upon further inspection of Signal System A, the County and City determined that the existing paint on the system's poles are completely failing and touch up paint would not satisfactorily perform and provide protection, The paint on the system's mast arms paint is good.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work.

Resolution:
1. The Contractor will repaint the entire vertical portion of the poles of Signal System A, excluding the mast arms.
2. Payment for this work will be at Negotiated Lump Sum, as shown in the estimate of cost. The cost of touch up paint that was included in the REVISE SIGNAL SYSTEM A pay item price is deducted from the price of the PAINT SIGNAL SYSTEM A pay item listed below. See attached email itemizing the costs.
3. This document does not change Contract Time.

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2565.601	PAINT SIGNAL SYSTEM A	LS	$4,255.00	1	$4,255.00
				Net Change this Change Order	**$4,255.00**

Due to this change, the contract time: *(check one)*

(x) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

SP/SAP(s)	SAP 074-030-011	MN Project No.:	N/A	Change Order No.	4

Approved by City Engineer: Kyle Skov Date: Jun 27, 2022

Print Name: Kyle Skov, P.E.

Approved by County Engineer: _____ Date: _____

Print Name: Greg Ilkka, P.E.

Approved by Contractor: _____ Date: _____

Print Name: _____

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: _____ Date: _____

From: mark rivercityelecco.com
To: Sponholz, Paul
Cc: Matt Zigan
Subject: Sys A Painting
Date: Tuesday, June 21, 2022 4:59:27 AM

Paul,

As we discussed on the phone, the painter on our project has expressed concern with touching up the paint on system A. Their recommendation would be to paint the entire verticals on this system. Below is pricing for the work.

Original touch up quote: $1,900.00
Paint all verticals: $5,600.00
Adder: $3,700.00
Prime allowance: $555.00
Total Change: $4,255.00

Please feel free to contact me with any questions.

Thank you,

Mark D. Draper
River City Electric Co
507 317 1259

RECAP:

	20,047.60	AvFuel Corporation - airport fuel
	21,999.41	Horizon Commercial Pool Supply - chemicals
	138,949.11	JJD Companies - N Cedar Ave Streetscape Est 12
	285,776.87	Northland Grading & Excavating -Truman Ave Est 10
	129,676.55	Venture Products - 3 Kubotas w/ cabs and attachments
	179,279.04	OTHER EXPENDITURES
$	733,681.57	*SUBTOTAL*
	69,288.46	HRA HOUSING ASSISTANCE PAYMENTS
$	845,017.04	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

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

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 999-19100-000-000-000000			
369081	06/28/22	AVFUEL CORPORATION	20,047.60	O	Regular
369082	06/28/22	GALLAGHER BENEFIT SERVICES INC	650.00	O	Regular
369083	06/28/22	JOHN DEERE CREDIT	3,083.46	O	Regular
369084	06/28/22	OWATONNA PUBLIC UTILITIES	2,246.27	R	ACH
369085	06/28/22	PDI	41.94	O	Regular
369086	06/28/22	STEWART SANITATION	65.71	O	Regular
369087	06/29/22	ABARIM REALTY INC	390.00	R	ACH
369088	06/29/22	ACADEMY APARTMENTS OF OWATONNA	197.00	R	ACH
369089	06/29/22	ALL AREA MANAGEMENT LLC	1,381.00	R	ACH
369090	06/29/22	APACHE APARTMENTS	522.00	R	ACH
369091	06/29/22	ARNFELT RENTS	271.00	R	ACH
369092	06/29/22	ATM PROPERTIES LLC	857.00	R	ACH
369093	06/29/22	AUSTIN HRA	1,399.00	O	Regular
369094	06/29/22	B-GROVE LLC	1,351.00	R	ACH
369095	06/29/22	BROWN COTTAGE INDUSTRIES	400.00	R	ACH
369096	06/29/22	BROWN CYNTHIA	460.00	R	ACH
369097	06/29/22	BRYCEN GREGOR	454.00	R	ACH
369098	06/29/22	CEDAR ROSE ASSOCIATES LLC	629.00	R	ACH
369099	06/29/22	CEDAR RUN TOWN HOMES MDI #41	2,316.00	R	ACH
369100	06/29/22	CEDARDALE NORTH APARTMENTS	340.00	R	ACH
369101	06/29/22	CEDARDALE SOUTH APARTMENTS	478.00	R	ACH
369102	06/29/22	CEDARDALE WEST APARTMENTS	1,067.00	R	ACH
369103	06/29/22	COMMON CENTS PROPERTIES LLC	371.00	R	ACH
369104	06/29/22	EEK LLC	271.00	R	ACH
369105	06/29/22	ELLINGSON RICHARD	815.00	R	ACH
369106	06/29/22	FITZGERALD TLS PROPERTIES LLC	508.00	R	ACH
369107	06/29/22	IMAGE APARTMENT	1,746.00	R	ACH
369108	06/29/22	INNOVATIVE R E SOLUTIONS LLC	471.00	R	ACH
369109	06/29/22	JBLL EQUITIES LLC	440.00	R	ACH
369110	06/29/22	JOHN & DENISE SCHROEDER	485.00	R	ACH
369111	06/29/22	JOHNSON WINDOW & SIDING INC	2,672.00	R	ACH
369112	06/29/22	KEITH MARTIN	483.00	R	ACH
369113	06/29/22	KLEVOS GREG	761.00	R	ACH
369114	06/29/22	LAXMAN S SUNDAE	743.00	R	ACH
369115	06/29/22	LEE ANNA	705.00	R	ACH
369116	06/29/22	LINCOLN SQUARE APARTMENTS	6,226.00	R	ACH
369117	06/29/22	LOFTS ON 3RD	602.00	R	ACH
369118	06/29/22	LWO LIMITED PARTNERSHIP #116	2,349.00	R	ACH
369119	06/29/22	MANCINI NICHOLAS	693.00	R	ACH
369120	06/29/22	MARQUARDT DENNIS	1,147.00	R	ACH
369121	06/29/22	MARTIN ALLAN	2,787.00	R	ACH
369122	06/29/22	MARTIN FAMILY LLC	896.00	R	ACH
369123	06/29/22	MCCAULEY PATRICK	747.00	R	ACH
369124	06/29/22	MIDWEST INVEST LLC	485.00	R	ACH

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369125	06/29/22	MINNEAPOLIS PHA	916.82	R	ACH
369126	06/29/22	NECHVILLE DON	1,580.00	R	ACH
369127	06/29/22	NORTHCOURT APARTMENTS	1,182.00	R	ACH
369128	06/29/22	NORTHGATE	3,089.00	R	ACH
369129	06/29/22	NORTHVIEW APARTMENTS	839.00	R	ACH
369130	06/29/22	NORTHWEST MANOR	1,162.00	R	ACH
369131	06/29/22	OWATONNA PUBLIC UTILITIES	49.00	R	ACH
369132	06/29/22	PARKVIEW APARTMENTS	284.00	R	ACH
369133	06/29/22	PROHASKI CHRIS	460.00	R	ACH
369134	06/29/22	PROHASKI PROPERTIES	464.00	R	ACH
369135	06/29/22	QUALITY RENTALS OF OWATONNA LL	656.00	R	ACH
369136	06/29/22	RAYMOND WILLMOTT	589.00	R	ACH
369137	06/29/22	SCOTT COUNTY CDA	1,514.64	R	ACH
369138	06/29/22	SMITH REAL ESTATE LLC	280.00	R	ACH
369139	06/29/22	SOUTH CENTRAL HUMAN RELATIONS	1,913.00	R	ACH
369140	06/29/22	SUBLAND INVESTMNTS & LIFESTYLE	659.00	R	ACH
369141	06/29/22	SUEMNICK BRADLEY	192.00	R	ACH
369142	06/29/22	SUMMIT MANOR	323.00	R	ACH
369143	06/29/22	T & M RENTALS	438.00	R	ACH
369144	06/29/22	TM RENTALS II LLC	472.00	R	ACH
369145	06/29/22	TREND REALTY LLC	570.00	R	ACH
369146	06/29/22	USDA RURAL DEVELOPMENT	800.00	O	Regular
369147	06/29/22	WILLOW RUN I MDI #58	4,266.00	R	ACH
369148	06/29/22	WILLOW RUN II MDI #85	4,043.00	R	ACH
369149	06/29/22	YOUNGDAHL DEVELOPMENT LLC	1,720.00	R	ACH
369150	06/29/22	ZK INVESTORS LLC	1,415.00	R	ACH
369151	06/29/22	USDA RURAL DEVELOPMENT	497.00	O	Regular
369152	07/05/22	ABDO-SPOTLIGHT-MAGIC WAGON	21.95	O	Regular
369153	07/05/22	ALAN CALLAHAN	500.00	O	Regular
369154	07/05/22	ALEXANDER LUMBER COMPANY	1,412.74	O	Regular
369155	07/05/22	ALEXANDRA VOGEL	500.00	O	Regular
369156	07/05/22	AMBER JOHNSON	200.00	O	Regular
369157	07/05/22	AMERICAN PUBLIC WORKS ASSN	925.00	O	Regular
369158	07/05/22	AMERICAN RED CROSS	451.00	O	Regular
369159	07/05/22	AMERICAN RENT-ALL	81.00	O	Regular
369160	07/05/22	ANCOM	166.50	O	Regular
369161	07/05/22	ANDREW VAN OSDALE	500.00	O	Regular
369162	07/05/22	ANNA MARTIN	500.00	O	Regular
369163	07/05/22	ANTHONY MALEPSY	500.00	O	Regular
369164	07/05/22	ARAMARK UNIFORM SERVICES INC	588.58	O	Regular
369165	07/05/22	ARROW ACE HARDWARE	93.43	O	Regular
369166	07/05/22	ASPEN MILLS	1,497.86	O	Regular
369167	07/05/22	BAKER & TAYLOR BOOKS	1,139.23	O	Regular
369168	07/05/22	BARBARA PAINE	50.00	O	Regular
369169	07/05/22	BATTERIES PLUS BULBS LLC	24.08	O	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369170	07/05/22	BCT MINNEAPOLIS	199.50	O	Regular
369171	07/05/22	BENJAMIN JOHNSON	500.00	O	Regular
369172	07/05/22	BENJAMIN METCALF	500.00	O	Regular
369173	07/05/22	BIBLIOTHECA LLC	6,995.00	O	Regular
369174	07/05/22	BLACKSTONE PUBLISHING	414.89	O	Regular
369175	07/05/22	BOUND TREE MEDICAL LLC	69.00	O	Regular
369176	07/05/22	BRADY VAITH	500.00	O	Regular
369177	07/05/22	CARQUEST	375.90	O	Regular
369178	07/05/22	CASEY MARTIN	500.00	O	Regular
369179	07/05/22	CEDAR VALLEY SERVICES INC	1,184.95	O	Regular
369180	07/05/22	CEMSTONE PRODUCTS CO	785.17	O	Regular
369181	07/05/22	CENGAGE LEARNING INC	427.89	O	Regular
369182	07/05/22	CENTER POINT PUBLISHING	225.28	O	Regular
369183	07/05/22	CENTRAL FARM SERVICE	7,993.13	O	Regular
369184	07/05/22	CHRISTIAN BERG	500.00	O	Regular
369185	07/05/22	CINTAS	55.06	O	Regular
369186	07/05/22	CITY OF ALBERT LEA	165.41	O	Regular
369187	07/05/22	CLAREYS SAFETY EQUIPMENT	4,346.23	O	Regular
369188	07/05/22	CLIFTONLARSONALLEN LLP	4,410.00	O	Regular
369189	07/05/22	CONTINENTAL RESEARCH CORP	1,279.21	O	Regular
369190	07/05/22	CORPORATE RECOGNITION	792.42	O	Regular
369191	07/05/22	COVERALL OF THE TWIN CITIES	2,385.00	O	Regular
369192	07/05/22	CRANE CREEK ASPHALT	15,292.80	O	Regular
369193	07/05/22	CUMMINS INC	297.55	O	Regular
369194	07/05/22	CUSHMAN MOTOR CO INC	478.09	O	Regular
369195	07/05/22	CUSTOM COMMUNICATIONS	145.00	O	Regular
369196	07/05/22	D & M CONSTRUCTION LLC	24.12	O	Regular
369197	07/05/22	DAVID PETERSON	146.64	O	Regular
369198	07/05/22	DERRIK QUINLAN	500.00	O	Regular
369199	07/05/22	DH ATHLETICS LLC	756.00	O	Regular
369200	07/05/22	DIAMOND VOGEL	453.93	O	Regular
369201	07/05/22	DLL FINANCE LLC	4,438.80	O	Regular
369202	07/05/22	ED'S BACKHOE SERVICE LLC	80.00	O	Regular
369203	07/05/22	FIRST SUPPLY OWATONNA	1,265.02	O	Regular
369204	07/05/22	FOUR SEASONS ELECTRIC	2,140.76	O	Regular
369205	07/05/22	GALLAGHER BENEFIT SERVICES INC	1,000.00	O	Regular
369206	07/05/22	GENESIS LAMP CORPORATION	135.38	O	Regular
369207	07/05/22	GINA PARSONS	50.00	O	Regular
369208	07/05/22	GREAT PLAINS FIRE INC	420.42	O	Regular
369209	07/05/22	GREY HOUSE PUBLISHING INC	442.00	O	Regular
369210	07/05/22	GREY HOUSE PUBLISHING INC	437.58	O	Regular
369211	07/05/22	HDS LLC	240.00	O	Regular
369212	07/05/22	HENRY STANGE	30.00	O	Regular
369213	07/05/22	HILLYARD/HUTCHINSON	934.90	O	Regular
369214	07/05/22	HOISINGTON KOEGLER GROUP INC	1,962.65	O	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369215	07/05/22	HOOPLA BY MIDWEST TAPE LLC	1,128.57	0	Regular
369216	07/05/22	HORIZON COMMERCIAL POOL SUPPLY	21,999.41	0	Regular
369217	07/05/22	HOUSE OWATONNA	76.03	0	Regular
369218	07/05/22	HY VEE	3,013.83	0	Regular
369219	07/05/22	IFACS	359.82	0	Regular
369220	07/05/22	INNOVATIVE OFFICE SOLUTIONS	415.17	0	Regular
369221	07/05/22	JASON MATEJCEK	500.00	0	Regular
369222	07/05/22	JASON PETTERSON	500.00	0	Regular
369223	07/05/22	JEREMY HOLMES-KATZ	500.00	0	Regular
369224	07/05/22	JJD COMPANIES LLC	138,949.11	0	Regular
369225	07/05/22	JOEL HUNT	500.00	0	Regular
369226	07/05/22	JOHN VAN ALSTINE	500.00	0	Regular
369227	07/05/22	JOSHUA LEE	500.00	0	Regular
369228	07/05/22	KAITLIN BRUESSEL	124.09	0	Regular
369229	07/05/22	KENDELL DOORS & HARDWARE INC	397.10	0	Regular
369230	07/05/22	KENNEDY & GRAVEN	190.00	0	Regular
369231	07/05/22	KYLE S MARTIN	500.00	0	Regular
369232	07/05/22	LEAGUE OF MN CITIES	1,347.00	0	Regular
369233	07/05/22	LIMBERG PRODUCTIONS	100.00	0	Regular
369234	07/05/22	LINDA SOUKUP	72.16	0	Regular
369235	07/05/22	LUKE SELVIK	500.00	0	Regular
369236	07/05/22	M-R SIGN CO INC	345.22	0	Regular
369237	07/05/22	MACQUEEN EQUIPMENT CO	551.82	0	Regular
369238	07/05/22	MALO ROOFING	1,118.00	0	Regular
369239	07/05/22	MARCO TECHNOLOGIES LLC	115.65	0	Regular
369240	07/05/22	MATTHEW OELTJENBRUNS	500.00	0	Regular
369241	07/05/22	MELISSA MICHAEL	500.00	0	Regular
369242	07/05/22	METRO SALES INC	71.29	0	Regular
369243	07/05/22	MICHAEL BREIN	500.00	0	Regular
369244	07/05/22	MID-AMERICAN RESEARCH CHEMICAL	2,990.27	0	Regular
369245	07/05/22	MIKE'S REPAIR	1,035.00	0	Regular
369246	07/05/22	MN CLERKS & FIN OFFICERS ASSN	20.00	0	Regular
369247	07/05/22	MTI DISTRIBUTING INC	2,565.74	0	Regular
369248	07/05/22	NAPA AUTO PARTS	709.63	0	Regular
369249	07/05/22	NARDINI FIRE EQUIPMENT CO INC	605.00	0	Regular
369250	07/05/22	NORTHLAND FARM SYSTEMS	396.70	0	Regular
369251	07/05/22	NORTHLAND GRADING & EXCAV LLC	285,776.87	0	Regular
369252	07/05/22	O'REILLY AUTOMOTIVE INC	381.04	0	Regular
369253	07/05/22	OLDENBURG PHOTOGRAPHY	56.00	0	Regular
369254	07/05/22	OWATONNA COMMUNITY BAND	1,500.00	0	Regular
369255	07/05/22	OWATONNA HEATING & COOLING INC	1,611.00	0	Regular
369256	07/05/22	OWATONNA MOTOR COMPANY	6,226.42	0	Regular
369257	07/05/22	OWATONNA PEOPLE'S PRESS	200.15	0	Regular
369258	07/05/22	OWATONNA PUB SCHOOLS ISD 761	2,513.00	0	Regular
369259	07/05/22	P&R CONSTRUCTION LLC	1,205.00	0	Regular

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369260	07/05/22	PEPSI COLA OF ROCHESTER	2,078.75	O	Regular
369261	07/05/22	POMP'S TIRE SERVICE INC	121.30	O	Regular
369262	07/05/22	QUALITY FLOW SYSTEMS INC	1,200.00	O	Regular
369263	07/05/22	RAMY TURF PRODUCTS	2,028.00	O	Regular
369264	07/05/22	REINDERS INC	1,603.53	O	Regular
369265	07/05/22	RENT N SAVE	470.25	O	Regular
369266	07/05/22	SCHILLING SUPPLY CO	880.41	O	Regular
369267	07/05/22	SCHWAAB INC	40.25	O	Regular
369268	07/05/22	SCOTT MCDONALD GOLF SHOP LLC	1,608.00	O	Regular
369269	07/05/22	SELCO	4,786.87	O	Regular
369270	07/05/22	SEW & TELL LLC	15.00	O	Regular
369271	07/05/22	SHERWIN WILLIAMS COMPANY	170.33	O	Regular
369272	07/05/22	SHI CORP	621.00	O	Regular
369273	07/05/22	SHRED RIGHT	70.00	O	Regular
369274	07/05/22	SKJEVELAND ENTERPRISES	173.35	O	Regular
369275	07/05/22	SPS COMPANIES INC	2,292.45	O	Regular
369276	07/05/22	ST PAUL PIONEER PRESS	417.59	O	Regular
369277	07/05/22	STAR TRIBUNE	53.85	O	Regular
369278	07/05/22	STEELE COUNTY HIGHWAY DEPT	794.52	O	Regular
369279	07/05/22	STEELE COUNTY RECORDER	92.00	O	Regular
369280	07/05/22	STEELE COUNTY TREASURER	5,799.25	O	Regular
369281	07/05/22	STEPP MANUFACTURING CO INC	30.00	O	Regular
369282	07/05/22	STEVEN BOWMAN	500.00	O	Regular
369283	07/05/22	SUNBURN CONSTRUCTION	138.10	O	Regular
369284	07/05/22	SWEET TOWING	110.00	O	Regular
369285	07/05/22	TGK AUTOMOTIVE OF OWATONNA LLC	211.55	O	Regular
369286	07/05/22	THE RETROFIT COMPANIES INC	41.30	O	Regular
369287	07/05/22	THORNHILL LARRY	168.00	O	Regular
369288	07/05/22	TRACY DUCHENE	500.00	O	Regular
369289	07/05/22	TRAVIS ARDOLF	500.00	O	Regular
369290	07/05/22	TRAVIS JOHNSON	500.00	O	Regular
369291	07/05/22	TRI M GRAPHICS	434.77	O	Regular
369292	07/05/22	USABLUEBOOK	1,621.04	O	Regular
369293	07/05/22	VALERIE SATRE	500.00	O	Regular
369294	07/05/22	VAN METER INC	112.32	O	Regular
369295	07/05/22	VENTURE HYDRAULICS INC	146.56	O	Regular
369296	07/05/22	VENTURE PRODUCTS INC	129,676.55	O	Regular
369297	07/05/22	W W GOETSCH ASSOCIATES INC	4,668.00	O	Regular
369298	07/05/22	WALBRAN & FURNESS CHARTERED	4,577.00	O	Regular
369299	07/05/22	WASTE MANAGEMENT OF WI-MN	165.98	O	Regular
369300	07/05/22	WHENTOWORK INC	84.00	O	Regular
369301	07/05/22	WHKS	14,098.02	O	Regular
369302	07/05/22	WORLD TRADE PRESS	408.00	O	Regular
369303	07/05/22	XCEL ENERGY	290.74	O	Regular
369304	07/05/22	ZACHARY PLEIN	500.00	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
369305	07/05/22	ZACKARY SCHUMAKER	500.00	O	Regular
369306	07/05/22	MATTHEW R HOKANSON	4,672.08	O	Regular
369307	07/05/22	RANDALL'S LICENSE BUREAU	29.75	O	Regular

apadatecr2 City of Owatonna rmoen 06/30/2022 12:55 Page 6
A/P Check Register
Checks from to

164	Checks total:	776,178.31
63	ACH total:	68,838.73
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
227	GRAND TOTALS	845,017.04

Ordinances

Community Development Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Proposed Ordinance 22-09: Second Reading Application Z-347 - Saia Motor Freight Line, LLC

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

Background:
See attached Staff Report. Council approved the first reading of this proposed ordinance during their last meeting on June 20., 2022.

Budget Impact:
None

Staff Recommendation:
Staff recommends final approval of Proposed Ordinance 22-09.

Attachments:
1. Ord 22-09 Z-347 Saia Rezoning
2. Z-347 SAIA Rezoning Staff Report w PC

ORDINANCE NO. 22-09

AN ORDINANCE AMENDING ORDINANCE
NO. 157, OWATONNA ZONING ORDINANCE

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

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

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

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

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

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

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

Aye ___; No ___; Absent ____.

Approved and signed this _____ day of ___, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

June 10, 2022

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

Application Review:

Applicant:	Saia Motor Freight Line LLC
Legal Description:	Lot 1, Block 1, Mills Fleet Farm 2nd Addition
Existing Zoning:	B-2, Community Business District
Proposed Zoning:	I-1, Light Industrial District
Existing Land Use:	Vacant Ag Land
Adjacent Zoning & Land Uses:	North: B-2, Community Business District South: I-P, Industrial Park East: B-2, Community Business District West: I-1, Light Industrial District
Report Attachments:	1. Existing & Proposed Zoning Maps 2. Location Map 3. Concept Plan

Proposed Development:

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

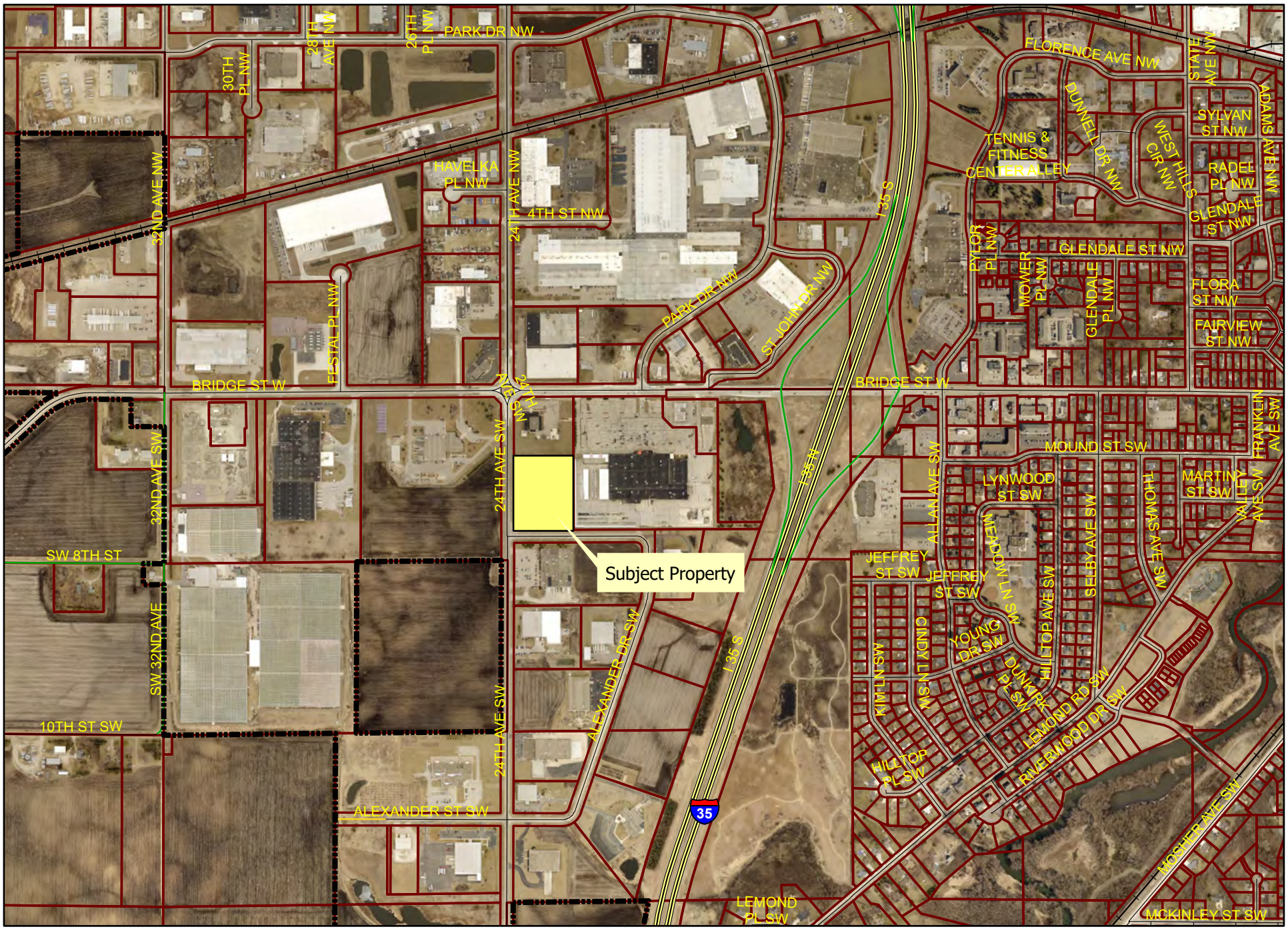
- All utilities are available to the property however they will most likely need to be extended into the site.
- Stormwater requirements will need to be met with this development.
- Access will need to be from Alexander Drive. Access points will need to be approved during the permitting process.
- This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

Staff Review:

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

Planning Commission:

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

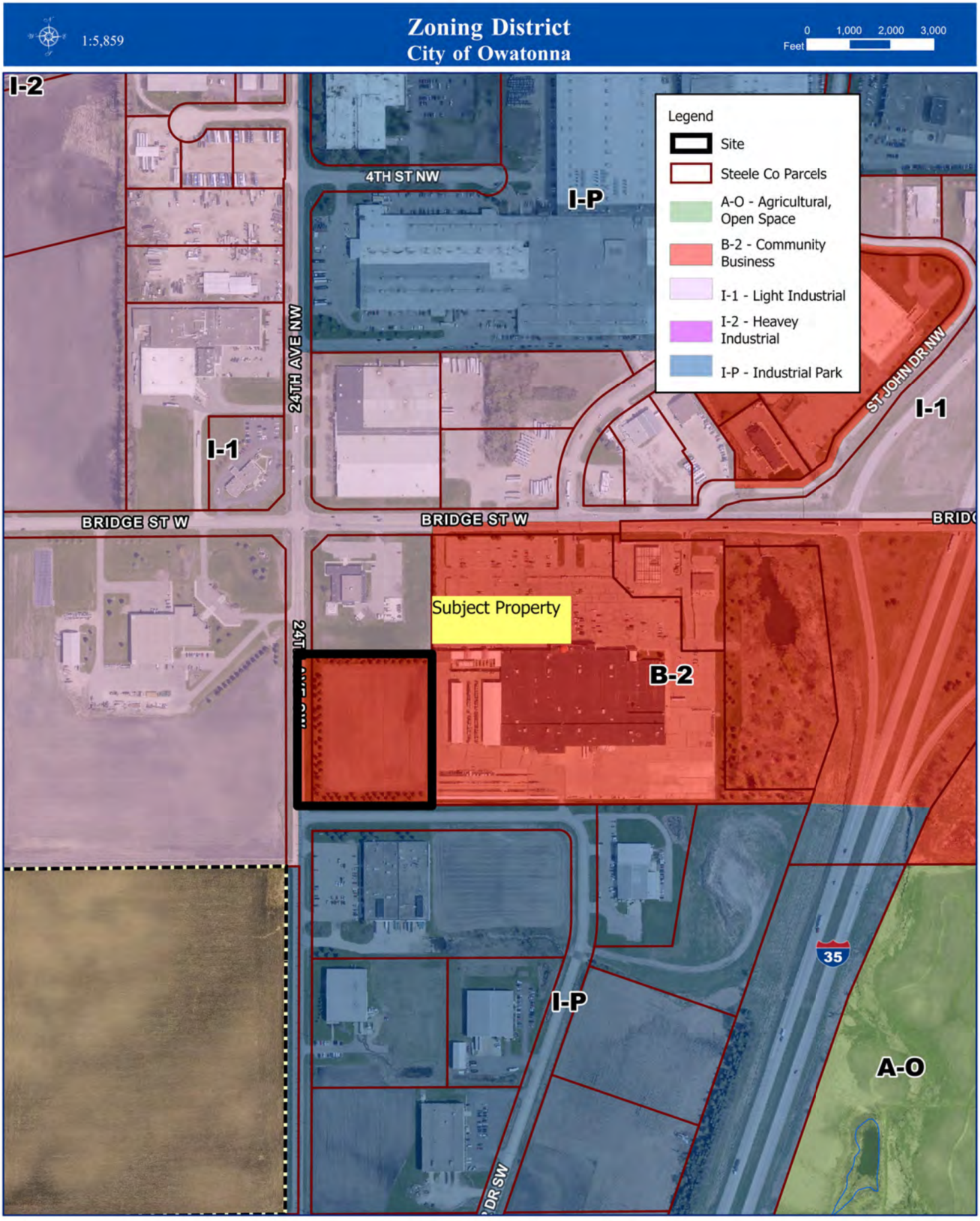


N

Z-347 B-2 to I-1

1 inch equals 1,000 feet

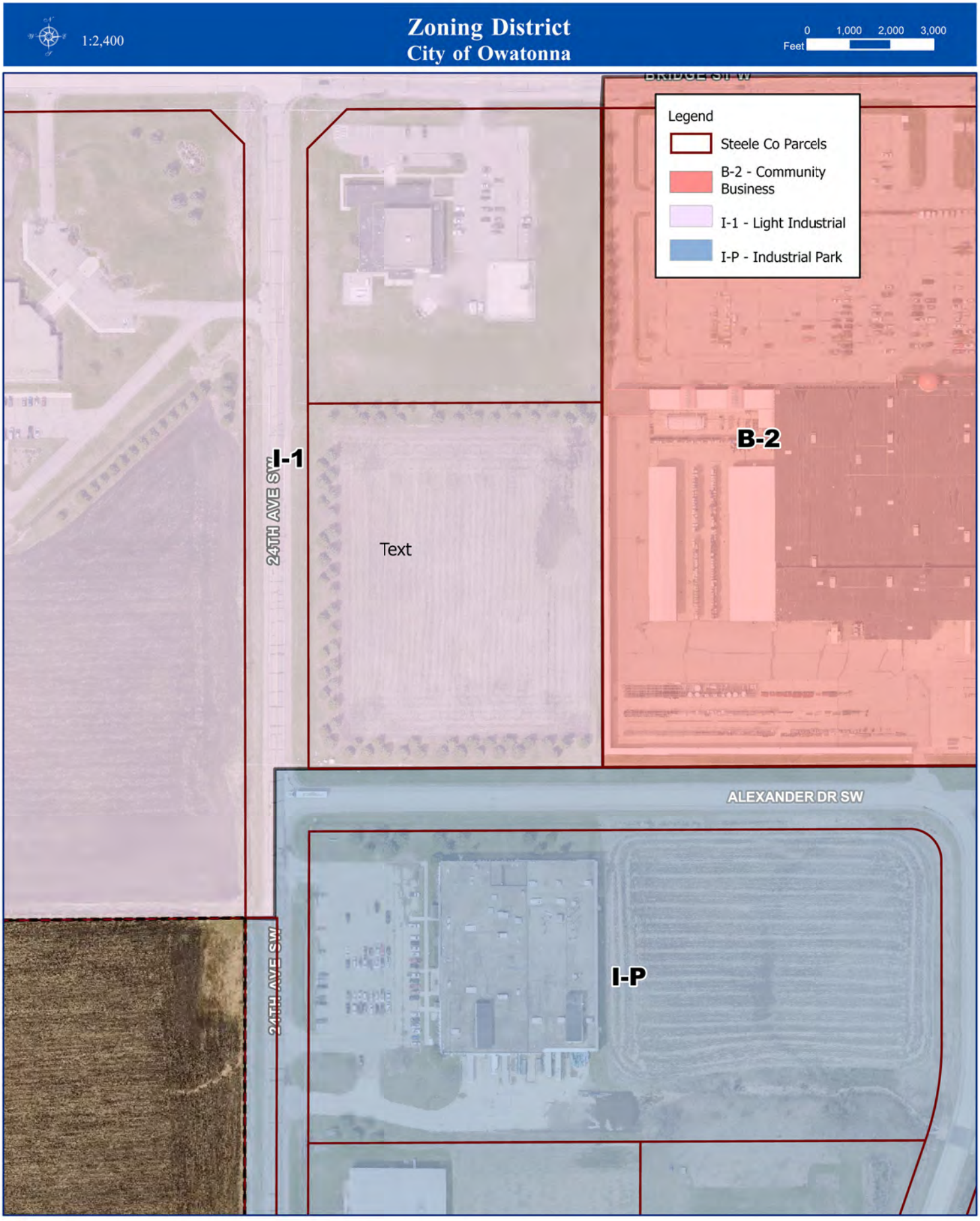
Date: 5/27/2022



June 06, 2022

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

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

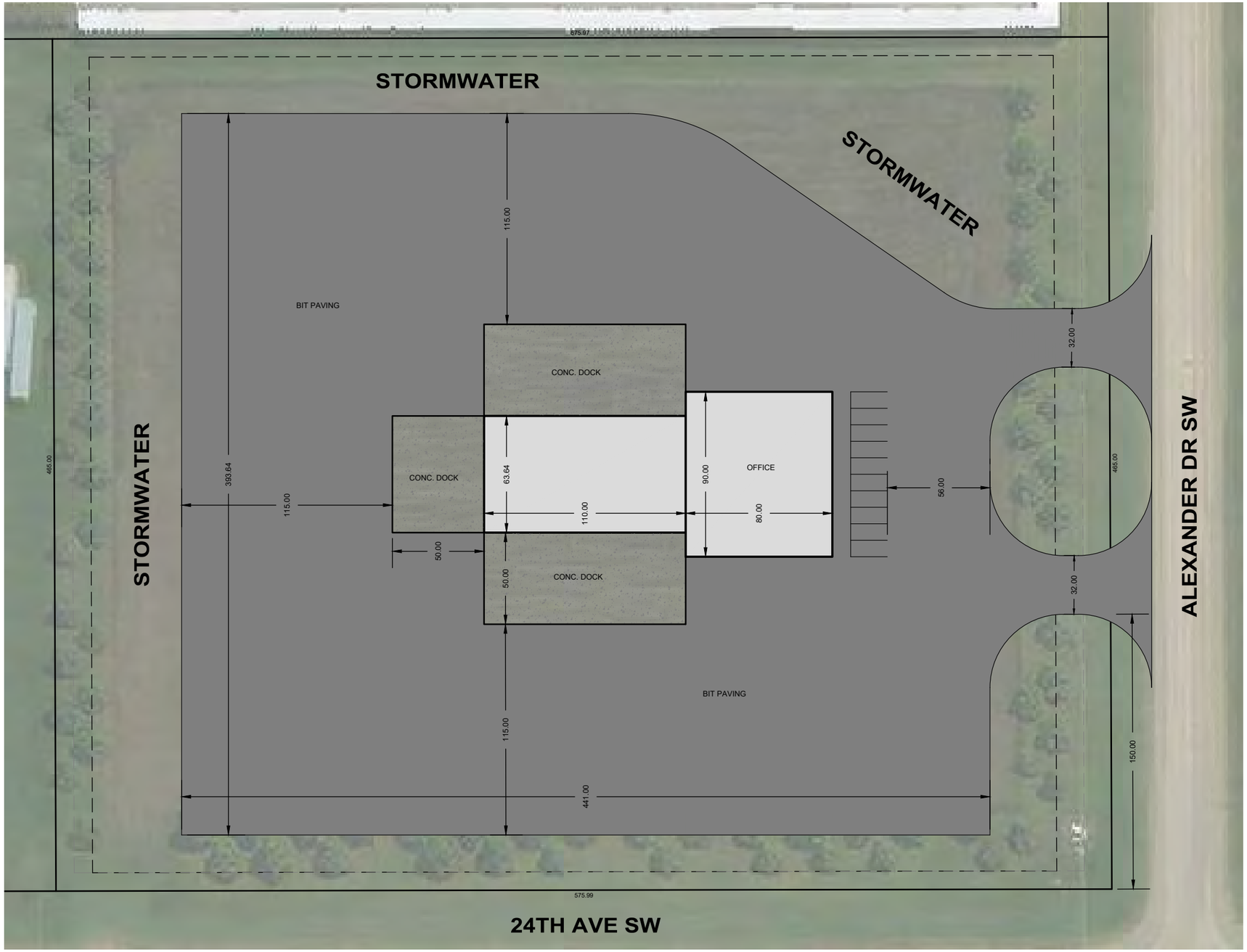


June 07, 2022

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

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

NORTH



30 0 30
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 5/27/22
DWG: 22-1085

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

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

140 ALEXANDER DR SW

SAIA LTL FREIGHT

LOT 1 BLOCK 1 MILLS FLEET FARM 2ND ADDITION

SITE PLAN

SHEET 1 OF 1

Resolutions

Administration Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Resolution 61-22 Premises Permit to Conduct Lawful Gambling - Owatonna Wrestling Association

Purpose:
Council approval of Resolution 61-22 approving an application for a Premises Permit from the Owatonna Wrestling Association to conduct lawful gambling (pull tabs) under a lease agreement with Tavern Nine at 1369 E Cherry Street.

Background:
City Code Section 120.07 Premises Permit Limitation allows an organization to hold up to five (5) permits at an establishment with an On-Sale License within the City. This will be their fourth site, they currently hold Premises Permits at: Just One More, Reggie's Brewhouse and Lava Burger & Wings.

Budget Impact:
None, the organization's annual permit is active. The permit expires June 30th each year and the City's annual fee for Charitable Gambling of $250 was received at renewal time. This request modifies the locations of operation for the current permit.

Staff Recommendation:
Staff recommends approval of Resolution 61-22.

Attachments:
1. Res 61-22 Premises Permit - Lawful Gambling Activity - OWA - Tavern Nine
2. LG214 - Owatonna Wrestling Association
3. LG215 - Owatonna Wrestling Association

RESOLUTION NO. 61-22

A RESOLUTION APPROVING
APPLICATION FOR PREMISES PERMIT

WHEREAS, Owatonna Wrestling Association has made application for a premises permit to conduct lawful gambling under a lease agreement with Tavern Nine at 1369 E Cherry Street, Owatonna MN; and

WHEREAS, the application for premises permit and lease have been filed with the City; and

WHEREAS, it otherwise appears to the Council that the application for a premises permit and lease are in conformity with Section 127:00, et seq., of the 2015 Ordinance Code of the City of Owatonna, as amended,

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

1. Pursuant to Section 127:07, of the 2015 Ordinance Code of the City of Owatonna, as amended, the application for premises permit submitted by Owatonna Youth Hockey Association may be and hereby is approved.

Passed and adopted this _____ day of ___, 2022, with the following votes:

Aye _____; No _____; Absent _____.

Approved and signed this ____ day of _____, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

TAVERN NINE Owatonna City Council Approval

MINNESOTA LAWFUL GAMBLING

LG214 Premises Permit Application

Annual Fee $150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota.**"

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: OWATONNA WRESTLING ASSOCIATION License Number: 04798

Chief Executive Officer (CEO) DAN JOHNSON Daytime Phone: 507-521-3265

Gambling Manager: WADE WESTPHAL Daytime Phone: 507-456-2074

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: TAVERN NINE

List any previous names for this location:

MASTER'S BAR & GRILLE

Street address where premises is located: 1369 CHERRY STREET
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
OWATONNA	STEELE	55060

Does your organization own the building where the gambling will be conducted?

☐ Yes ☑ No **If no,** attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☐ Yes ☑ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☑ Yes ☐ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: UNITED PRAIRIE BANK Bank Account Number: 24711

Bank Street Address: 110 W ROSE ST City: OWATONNA State: MN Zip Code: 55060

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
116 E BROADWAY ST	OWATONNA	MN	55060
3103 HOFFMAN DR NW	OWATONNA	MN	55060
		MN	

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits

City Name: OWATONNA

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel:

_____

Title: _____ Date Signed: _____

Local unit of government must sign.

COUNTY APPROVAL for a gambling premises located in a township

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel:

_____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.

_____ _____
Signature of Chief Executive Officer (designee may not sign) Date

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 your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: OWATONNA WRESTLING ASSOCIATION	License/Site Number: 04798/009	Daytime Phone: 507-456-2074
Address: 1140 ESTHER LANE	City: OWATONNA	State: MN Zip: 55060
Name of Leased Premises: TAVERN NINE	Street Address: 1369 CHERRY ST	
City: OWATONNA	State: MN Zip: 55060	Daytime Phone: 507-431-3660
Name of Legal Owner: OWEN SCHULTZ	Business/Street Address: 1105 SUNSET BLVD NW	
City: MONTGOMERY	State: MN Zip: 56069	Daytime Phone: 612-232-0057
Name of Lessor **(if same as legal owner, write "SAME")**: SAME	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

- [✓] **New or amended lease.** Effective date: 7/5/2022. Submit changes at least ten days **before** the effective date of the change.
- [ ] **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- [✓] Pull-Tabs (paper)
- [ ] Pull-Tabs (paper) with dispensing device
- [ ] Bar Bingo [ ] Bingo
- [✓] Tipboards
- [ ] Paddlewheel [ ] Paddlewheel with table
- [✓] Electronic Pull-Tabs
- [✓] Electronic Linked Bingo

Electronic games may only be conducted:

1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: _____ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
  - OR -
- Rate to be paid: $ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - ⇒ **Rent may not be paid for bar bingo.**
  - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:	Date:	Signature of Organization Official (Lessee):	Date:
	6-28-2022	Wade Westphal	6/28/22
Print Name and Title of Lessor:		Print Name and Title of Lessee:	
OWEN SCHULTZ		WADE WESTPHAL / GAMBLING MANAGER	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

Administration Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Resolution 62-22: Application to Conduct Off-Site Gambling - Owatonna Wrestling Association

Purpose:
Council to approve Resolution 62-22 approving application received from Owatonna Wrestling Association to Conduct Off-Site Gambling..

Background:
Owatonna Wrestling Association holds a Lawful Charitable Gambling Permit to conduct lawful gambling at designated sites within Owatonna. They have requested authorization to hold a raffle at another location during a fund-raising event planned at Mineral Springs Brewery on Saturday, July 23, 2022.

Budget Impact:
None, the City receives an annual fee from organizations conducting lawful gambling within in the City and no additional fee for these organizations to Conduct Off-Site Gambling.

Staff Recommendation:
Staff recommends Council approve Resolution 62-22.

Attachments:
1. Res 62-22 Off-Site Gambling Activity - Owatonna Wrestling Association
2. LG230 - Owatonna Wrestling Association

RESOLUTION NO. 62-22

A RESOLUTION APPROVING
APPLICATION TO CONDUCT OFF-SITE GAMBLING

WHEREAS, the Owatonna Wrestling Association holds a current Lawful Charitable Gambling Permit from the City of Owatonna to conduct lawful charitable gambling at designated sites within the city of Owatonna; and

WHEREAS, Owatonna Wrestling Association plans to hold a fund-raising event at another site, Mineral Springs Brewery at 111 N Walnut Avenue, on Saturday, July 23, 2022, and

WHEREAS, Owatonna Wrestling Association has made application to conduct Off-Site Gambling for this date and location.

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

1. The application to conduct Off-Site Gambling for this date and location as submitted by the Owatonna Wrestling Association may be and hereby is approved.

Passed and adopted this _____ day of ___, 2022, with

the following vote: Aye _____; No _____; Absent _____.

Approved and signed this ____ day of _____, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: OWATONNA WRESTLING ASSOCIATION License Number: 04798

Address: 1140 ESTHER LANE City: OWATONNA, MN Zip: 55060

Chief Executive Officer (CEO) Name: DAN JOHNSON Daytime Phone: 507-521-3265

Gambling Manager Name: WADE WESTPHAL Daytime Phone: 507-456-2074

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 7 / 23 / 22 to 7 / 23 / 22

Check the type of games that will be conducted:

- [✓] Raffle
- [ ] Pull-Tabs
- [ ] Bingo
- [ ] Tipboards
- [ ] Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: MINERAL SPRINGS BREWERY

Street address and City (or township): 111 N WALNUT AVE, OWATONNA Zip: 55060 County: STEELE

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- [ ] **Yes** If yes, a lease is not required.
- [✓] **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: OWATONNA	County Name: STEELE
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ **Complete below only if required by the county.** On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

_____ _____

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

Mail or fax to:

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

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

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

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportuity employer

Public Works Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: Resolution 63-22 Accept & Award Contract - Street & Utility Project

Purpose:
Requesting City Council approval of Resolution 62-22: 2022 Street & Utility Project Bid Acceptance and Contract Awarding.

Background:
Under the direction of City Council, the 2022 Street & Utility Project was rebid after plan modifications. Bids were received on June 29, 2022 for the 2022 Street & Utility Project. Bids were received from four (4) companies:

JJD Companies, LLC of Blooming Prairie, MN	$2,112,599.40
G M Contracting, Inc. of Lake Crystal, MN	$2,306,115.59
Holtmeier Construction, Inc of Mankato, MN	$2,336,136.99
Ims Contracting, LLC of Dodge Center, MN	$2,520,331.50
Engineer's Estimate	$2,011,335.14

The lowest responsible bidder was JJD Companies, LLC of Blooming Prairie, MN. The bid was $101,264.26 or 5% over the Engineer's Estimate.

Budget Impact:
The construction cost of the project will be $2,112,599.40. The project will be paid for by a combination of City funds and special assessments. The total cost to be assessed is estimated at $363,616.76.

Staff Recommendation:
Staff recommends approval.

Attachments:
1. Resolution 63-22 2022 Street & Utility Approving Bids & Awarding Contract

RESOLUTION NO. 63-22

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2022 Street & Utility Project bids were received from four (4) companies. The following bids were received:

JJD Companies, LLC of Blooming Prairie, MN	$2,112,599.40
G M Contracting, Inc.	$2,306,115.59
Holtmeier Construction, Inc.	$2,336,136.99
Ims Contracting, LLC	$2,520,331.50
Engineer's Estimate:	$2,011,335.14

WHEREAS, the lowest responsible bidder was JJD Companies, LLC of Blooming Prairie, MN

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with JJD Companies, LLC in the name of the City of Owatonna for the 2022 Street & Utility Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

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

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

Aye __; No ____; Absent _____.

Approved and signed this ___ day of ___, 2022.

_____
Thomas A. Kuntz, Mayor

ATTEST:

_____
Kris M. Busse, City Administrator/City Clerk

Miscellaneous

Administration Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: On-Sale Liquor License with Sunday Sales - Courtyard Owatonna Downtown

Purpose:
Council to approve a new On-Sale Liquor License with Sunday Sales.

Background:
An application was received from Paul Wischermann of Wischermann Partners, Inc. for a liquor license at the new downtown hotel, Courtyard Owatonna Downtown. They plan to open the first week of August and request a liquor license effective during July so they can stock supplies and complete staff training at ther new facility.

Ken Beck, City Building Official, is working with the contractor to issue the Certificate of Occupancy. Ken confirmed construction in the restaurant/bar area is complete to receive liquor stock.

Budget Impact:
$3,200 - Annual On-Sale Liquor License w/Sunday Sales is $3,200.00
50 - Application Fee
100 - Background Search Fee
$3,350 - Fees collected

Staff Recommendation:
Staff recommends approval. This license would become effective upon approval and expire at the end of the current license period, June 30, 2023.

Attachments:
None

OWATONNA POLICE DEPARTMENT

Keith E. Hiller
Chief of Police

204 East Pearl St., Owatonna, MN 55060
Phone: (507) 774-7201

Date: June 21, 2022
To: Kris M. Busse, City Administrator
From: Jeff Mundale, Captain

RE: BEARCAT FUNDING

Member agencies of the South Central Drug Investigative Unit (SCDIU) that serves the cities and counties of Steele, Faribault, Freeborn and Waseca; have a shared and heightened concern for officer and public safety as a result of two officer-involved shootings that occurred in the cities of Waseca and Albert Lea where these situations placed officers in grave danger and wounded one officer with career ending and life changing injuries. These incidents have prompted and placed a high priority for the SCDIU board to purchase a BearCat to support our SCDIU Special Weapons & Tactics Team (SWAT) to safety respond to, and approach active shooter events, barricaded subjects, high-risk warrant service and rescue missions.

The BearCat is the standard safety vehicle in the industry for law enforcement armored response and rescue vehicles. The SCDIU member agencies have agreed to purchase a BearCat in the sum of $315.513. A private donation is generously funding one-half of the purchase price. Collectively, SCDIU member agencies will fund the balance of approximately $157,756.

BUDGET IMPACT:

The Owatonna Police Department has agreed to contribute $30,000.00 for the purchase of the BearCat. These funds are available through proceeds from retired police vehicles that were auctioned in 2022 in the sum of $24,158.00, the remaining balance of $5,842.00 is available in the Owatonna police forfeiture account.

- Unit 1479: $5,452.00
- Unit 1762 & 1670: $18,706.00
- Forfeiture Account: $5,842.00

STAFF RECOMMENDATION: I recommend approval of $30,000 to fund the City of Owatonna's contribution to the SCDIU BearCat.

Photo source: Charlette Observer; Huntersville police department buys BearCat

Public Works Department

DATE: July 5, 2022
TO: Mayor and City Council
FROM: Kyle Skov, Director
SUBJECT: WWTP Expansion Construction Materials Testing Proposal

Purpose:
Requesting Council approval for the Terracon Proposal for Quality Assurance Testing for the WWTP Expansion Project.

Background:
Proposal requests were sent to Terracon, American Engineering Testing, and Braun Intertec. Proposals were received from Terracon and American Engineering Testing. Braun Intertec declined to submit.

See the attached documents for the proposals received.

Budget Impact:
Terracon provided the best proposal for the quality assurance testing at a cost of $148,712.50.

Staff Recommendation:
Staff recommends approving the proposal received from Terracon.

Attachments:
1. Owatonna WWTF Expansion CMT Proposal - American Engineering Testing
2. Owatonna WWTF Expansion CMT Proposal - Terracon

June 1, 2022

AMERICAN
ENGINEERING TESTING

City of Owatonna
540 West Hills Circle
Owatonna, Minnesota 55060

Attn: Mr. Kyle Skov, City Engineer

RE: Special Inspection and Construction Testing Services Proposal
Owatonna WWTF Expansion
Owatonna, MN

Dear Mr. Skov:

American Engineering Testing, Inc. (AET) is pleased to offer Special Inspection and construction testing services to the City of Owatonna for the referenced project. This proposal is in response to the email request for proposal, prepared by Nero Engineering on May 17, 2022. This proposal describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by AET in 2021. Details of our findings and recommendations are included in AET Report No. P-0004161 dated December 10, 2021. In summary, our geotechnical exploration encountered fill soils to about 22 feet deep in the areas east of the existing WWTF facility where the MBR building, STB, and lift station are located. It appeared the fill was derived from a previous landfill, and contained environmentally impacted materials.

PROJECT INFORMATION AND AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Civil Plans, prepared by Nero Engineering
- Project Structural Plans, prepared by AE2S

We understand the proposed construction will consist of constructing 5 new structures:

- MBR Building.
- STB Building.
- SPT Structure.
- FSB Building.
- New Lift Station between the MBR and STB Buildings.

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Based upon our review of the project structural drawings, we understand the buildings will constructed mostly of cast-in place foundations and walls. Roof systems will consist of either cast-in-place concrete caps or steel-framing. Some elevated floors will be precast with topping. Some structure walls will consist of structural masonry.

We understand site grades will substantially match the existing ground surface, and final exterior grades will be dictated by the structure needs.

Relevant Local Project Experience

Steve Mullen will serve as AET's project manager for this project. Below are reference projects Mr. Mullen has managed, including client representative contacts for each project.

- **Owatonna High School (2020-Present):** New 320,000 SF, 3-story school building with turf stadium, soccer fields, baseball fields, and modern tennis courts.
  - Kraus Anderson – Construction Manager
    - Michael Stenbeck, Project Manager: 612-255-2383
  - BKBM – Project Civil Engineer
    - Kevil Bohl, PE, Senior Associate: 763-843-0427
- **Discovery Square Phase II (2020-2021):** New five-story office building located in downtown Rochester, MN.
  - Mortenson Construction – Project Manager
    - Andrew Corcoran: 701-205-3750
- **Red Wing Fire Station No 2:** New fire station building located in Red Wing, MN
  - CPMI – Project Construction Manager
    - Ivan Ceballos: 515-710-5876

SCOPE OF SERVICES

Based on our review of the available plans, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavation of the environmentally impacted soils, an environmental testing technician will be onsite to identify impacted materials using a Photo-ionization Detector (PID). The intent of this service is to assist the City with identifying impacted materials for disposal in local landfills.

We have assumed AET will not be required to perform discharge water testing during dewatering operations, as the project specifications place the responsibility of water discharge permitting on the contractor.

During excavation for the building and other site work, a Staff Engineer from our firm will visit the site on a will-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of engineered fill an Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Reinforcing Steel Observations

Prior to placement of concrete AET will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building. These observations will be performed on a will-call basis by an Engineering Technician II working under the guidance of a Staff Engineer. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by Engineering Technicians at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same Engineering Technician remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We will cast one set of 5 cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. One which will be tested at 7 days and three which will be tested at 28 days. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Masonry Observations and Testing

During construction of structural masonry, AET personnel will perform observations during masonry wall construction, as well as testing of core fill grout. Our observations and testing will be performed by an experienced Engineering Technician II on a full-time basis, and will include the following services:

- Observe that the proper size units are used.
- Observe that the units are clean, sound and dry when placed.
- Observe that the masonry bearing surfaces are clean.
- Observe the placement and alignment of vertical reinforcing bars and dowels, and document that the correct sizes of bars are used.
- Observe the placement and alignment of horizontal reinforcing bars, and document that the correct sizes of bars are used.

- Observe that the correct lengths of bar lap splices are provided.
- Observe that the proper clearance is provided between the bars and the masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

While at the site the Engineering Technician II will also sample the core fill grout and mortar. The grout "prism" specimens will be cast for compressive strength testing according to IBC guidelines. One set of four grout "prisms" will be cast according to the testing frequency required by the project specifications. One of the "prisms" will be tested for compressive strength at 7 days and two will be tested at 28 days. The fourth specimen will be held for future testing, if required.

AET personnel will cast 2x4 inch cylinders of the mortar being used. Each set will consist of four cylinders. One cylinder will be tested at 7 days, and two will be tested at 28 days. The fourth cylinder will be held in reserve for future testing if required.

AET will also collect 1 set of specimens of each block type used at the site for compressive strength testing in accordance with ASTM C140.

Post-Installed Anchor Installation Observations and Testing
During placement of epoxy or mechanical set reinforcement and anchors, AET will provide an Engineering Technician II to perform observations of the contractor's installation of the post installed anchors. These services will be performed on a will-call basis when requested by the contractor. Our services will include the following:

- Observe the anchor hole depth, diameter, and cleanliness.
- Observe the installation process of the anchors.
- Observe anchor embedment depth.
- Observe equipment, procedures and site conditions for compliance with the manufacturers printed installation instructions (MPII).
- Observe mechanical anchors for proper torque.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Observations of Welded and Bolted Connections

During erection of the structural steel frame, steel joists, metal decking, and precast panels, AET will provide a Certified Weld Inspector to perform observations of the welded and bolted connections. These services will be performed on a will-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM A325 or ASTM A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS "Structural Welding Code" D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel. We have assumed that the fabrication shop is AISC certified, and that no inspections of the fabrication shop will be required.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

SCHEDULE OF FEES

Our services will be provided on a time and material basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have not estimated a total cost; once a detailed construction schedule is available, we can assist the City with determining an estimated budget for the project.

Even with a construction schedule, our cost estimation is not an exact determination of total fees. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions, or retesting of services. These variations will affect the actual

invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

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

GENERAL REMARKS

We appreciate the opportunity to provide our services to you and we look forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

Steve L. Mullen, PE
Branch Manager/Senior Engineer
Phone: 507-281-3547
Email: smullen@amengtest.com

Reviewed By:

Jacob L. Heimdahl, PE
Senior Geotechnical Engineer
Phone: 507-281-3547
Email: jheimdahl@amengtest.com

Attachments: Fee Schedule Tabulation
Attachment A: Unit Prices

AET PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed

Name:_____

Company:_____

FEE SCHEDULE
PROJECT TESTING SERVICES
OWATONNA WASTEWATER TREATMENT FACILITY
OWATONNA, MINNESOTA

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations and Compaction Testing			
1. Staff Engineer I for observations of excavations and subgrade test rolls, consultation and reporting	hours	$125.00	$0.00
2. Engineering Technician II time for soil compaction testing	hours	$89.00	$0.00
3. Environmental Engineering Technician for soil testing	hours	$85.00	$0.00
4. Personal or Company vehicle mileage.	miles	$0.75	$0.00
5. Soil compaction tests (nuclear density gauge).	tests	$10.00	$0.00
6. Standard Proctor tests (Methods A or B).	tests	$140.00	$0.00
7. Sieve tests of granular fill and Class 5 aggregate base.	tests	$105.00	$0.00
Reinforcing Steel Observations and Concrete Testing			
1. Engineering Technician II for observations of reinforcing steel, post installed anchors and testing of concrete	hours	$89.00	$0.00
2. Engineering Technician for post installed anchor observations		$89.00	
3. Trip Charge (includes mileage and technician time)	miles	$75.00	$0.00
4. Curing, handling and compressive strength testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	cyls.	$22.00	$0.00
Masonry, Mortar, and Grout Observations and Testing			
1. Engineering Technician II for observations of masonry construction, sampling of mortar and grout, consultation and report preparation	hours	$89.00	$0.00
2. Trip Charge (includes mileage and technician time)	miles	$75.00	$0.00
3. Curing, handling and compressive strength testing of masonry grout test "prism" specimens (includes handling of non-tested specimens).	tests	$45.00	$0.00
4. Testing of Masonry Units per ASTM C140 (set of 6)	sets	$550.00	$0.00
5. Compressive strength of mortar per ASTM C780	tests	$20.00	$0.00
Welded & Bolted Connection Observations			
1. CWI Technician or Senior Engineer for observations of field welded and bolted connections, consultation and report preparation	hours	$105.00	$0.00
2. Trip Charge (includes mileage and technician time)	miles	$75.00	$0.00
Project Management & Coordination			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	hours	$125.00	$0.00
2. Senior Engineer for consultation	hours	$156.00	$0.00
3. Trip Charge (includes mileage and technician time)	miles	$75.00	$0.00
	ESTIMATED BUDGET		

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.**

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 or changes are made 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 of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – 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.

1.11 – 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 – ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

3.2 – 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.

3.3 – 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.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. 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.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - 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.

5.2 - 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 6 - 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 7 - STANDARD OF CARE

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

SECTION 8 - INSURANCE

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

8.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$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

8.2 - 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.

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

8.4 - 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.

8.5 **- 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.**

8.6 - 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.

8.7 - 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 9 - 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 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 – 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.

10.3 – 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.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides 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 and 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, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - 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.

12.2 - 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 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 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 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - 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.

14.3 - 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.

14.4 - 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 15 - 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 16- 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 17 - 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 greater. 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 18 - 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 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work 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 20 - 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 21 - 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 22 - 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.

2625 Hwy 14 W, Suite F
Rochester, MN 55901
P (507) 722-7365
Terracon.com

June 1, 2022

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Attn: Kyle Skov, PE

Re: Proposal for Special Inspection and Materials Testing Services
Wastewater Treatment Plant Upgrades and Expansion
1150 Industrial Road
Owatonna, MN
Terracon Proposal No. PJY221031

Dear Mr. Skov:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and estimated cost for our services, and presents our Agreement for Services.

1.0 PROFESSIONAL QUALIFICATION STATEMENT

Terracon is an employee-owned consulting engineering firm specializing in:

- Environmental
- Facilities
- Geotechnical
- Materials

Terracon has served a diverse portfolio of private and public clients since 1965. By being responsive, resourceful, and reliable, we strive to exceed our clients' expectations for service, solutions, quality, and speed of delivery. Terracon's commitment to our clientele is centered around these key objectives.

Terracon has more than 5,500 employees in more than 150 offices nationwide. Our success is evidenced by a current ranking of 24 in Engineering News-Record's 2021 listing of the Top 500 Design Firms, as compared to a ranking of 46 a decade ago. Terracon provides services on thousands of projects each year. Our culture, systems, and structure enable us to excel at both small and large projects. Local knowledge and resources, combined with the technical support available from our national network of offices, enable Terracon to respond quickly to ever-changing construction needs and schedules. We respond with innovative solutions and alternatives that target your long-term performance objectives while considering cost consequences.

Proper selection, quality, workmanship, and performance of construction materials play a vital role in ensuring that today's buildings and infrastructure perform adequately over long-time periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential

failures, and investigate and evaluate construction materials related problems and failures when they do occur.

Our construction inspectors work closely with the owner, designer, local building official, contractors, engineer of record, and other stakeholders to facilitate communication, review specifications to identify any aspects not in compliance with local code requirements and solve problems – or prevent them – to keep the project on budget and schedule.

2.0 PROJECT INFORMATION

- Project information available for review at the time of this proposal includes:
  - Project drawings prepared by Nero Engineering and AE_2S dated March 2022
  - Project Manual prepared by Nero Engineering dated March 18, 2022
  - Addenda 1 through 5 dated March 28, April 5, April 14, April 19, and April 20, respectively.

- We understand the project consists of:
  - Improvements to existing structures and the addition of new structures at the Owatonna Wastewater Treatment Facility. Existing structures that include structural upgrades and new structures included in this project include:
    - Membrane Bio Reactor (MBR) – new structure
    - Solids Thickening Building (STB) – new structure
    - Fine Screen Building (FSB) – new structure
    - Aeration Basins (AB) – upgrade existing structure
    - Digestion and Thickening Complex (DTC) – upgrade existing structure
    - Administrative Building (ADM) – upgrade existing structure

- The structures will be founded on:
  - Cast in-place concrete strip footings, isolated footings, and mat foundations.

- The structural framing will be comprised of:
  - Structural masonry
  - Reinforced concrete

- Also, included as part of the construction will be the following:
  - Site grading fill placement
  - Underground utilities
  - Asphalt parking and drive areas

3.0 SCOPE OF SERVICES

3.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork observation and testing:
  - Site preparation observations
  - Site grading fill placement
  - Foundation wall backfill
  - Utility trench backfill
  - Floor slab and pavement subgrade preparation
  - Test roll observations in pavement areas

- Laboratory soil/aggregate testing:
  - Standard Proctors
  - Aggregate gradations
  - Soil grain size analysis

- Shallow foundation bearing soil observation and testing:
  - Excavations will be observed for cleanliness and geometry.
  - Foundation soil conditions will be compared to information contained in the geotechnical report for this project to determine if suitable bearing conditions exist.

- Cast-in-place concrete reinforcing steel observation:
  - Bar type and grade, size, condition, lap length, cover, position, and securement
  - Cast in-place anchor bolts
  - Formwork for general shape, location, and dimensions:

- Portland cement concrete field testing and laboratory testing:
  - Perform temperature, slump, and air content testing
  - Review batch tickets in the field for use of required design mix
  - Cast strength specimens
  - Compressive strength of concrete laboratory testing

- Post-installed anchor installation observation:
  - Hole depth, diameter, and cleanliness
  - Installation process for epoxy or mechanical anchors
  - Anchor embedment depth

- Structural masonry observations and testing:
  - Observation, structural masonry construction in general accordance with ACI530 Level B
    - In general, Level B includes periodic observations of site prepared mortar, construction of mortar joints, location of vertical and horizontal reinforcement, condition of cells to be grouted, cold or hot weather masonry practices as applicable, and the preparation of samples. Level B also includes continuous observation of grout placement

  - Material sampling
    - Measure grout flow/slump and temperature and cast 3" x 6" grout prisms.
    - Sample mortar and cast 2" x 2" cubes.
  - Laboratory testing
    - Compressive strength of grout and mortar
    - Compressive strength of concrete masonry units

- Structural steel observation of field-made connections:
  - Review welder certifications
  - Perform periodic visual observations of structural welded connections including primary framing members
    - Observations of ancillary framing such as for rooftop units, curtain walls, brick ledges and cold-formed light gauge steel framing is not a part of this scope.

- Project Management:
  - Attendance at pre-construction and project meetings at Client's request
  - Technical consulting at Client's request
  - Supervision of laboratory and field services
  - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

3.2 Assumptions

In formulating this estimate, the following assumptions have been made. If any of these assumptions are incorrect, we should be notified, and this proposal should be revised.

- Soils Observations and Testing. We have assumed the following number of trips for excavation observations (of excavation bottoms and footing subgrade), compaction testing, and observations of test rolls for this project:

TASK	BUILDING					EXTERIOR	
	MBR	STB	FSB	AB	DTC	Utilities	Slabs/Pavements
Excavation Observations	3	2	2	2	2	--	--
Compaction Testing	14	10	7	7	7	17	8
Test Roll Observations	--	--	--	--	--	--	4
Total Estimated Soils Trips	**17**	**12**	**9**	**9**	**9**	**17**	**12**

- Concrete Placements. We were not provided a concrete placement schedule for this project. Based on our experience with similar projects, we have assumed the following concrete placement schedule for this project:

CONCRETE ELEMENT	BUILDING					
	MBR	STB	FSB	AB	DTC	EXTERIOR
Footings (wall, column, and mat)	6	4	2	1	2	--
Walls/Piers	16	17	3	17	3	--
Columns	2	2	--	--	--	--
Beams	3	2	--	--	--	--
Slabs, Topping	7	5	5	2	2	--
Misc	1	--	--	--	1	--
Exterior Slabs/Aprons	--	--	--	--	--	5
Total Estimated Concrete Placements	**35**	**30**	**10**	**20**	**8**	**5**

  - We have assumed that floor flatness and levelness will not be required on slab-on-grade placements.

- Concrete Cylinder Sets. With one set of concrete tests performed for each 50 cubic yards of mix placed in a day, we have assumed the following number of concrete cylinder sets will be cast for compressive strength testing:

CONCRETE ELEMENT	BUILDING					
	MBR	STB	FSB	AB	DTC	EXTERIOR
Footings (wall, column, and mat)	18	15	4	2	2	--
Walls/Piers	32	34	6	30	5	--
Columns	2	2	--	--	--	--
Beams	3	2	--	--	--	--
Slabs, Topping	14	10	8	4	2	--
Misc	1	--	--	--	1	--
Exterior Slabs/Aprons	--	--	--	--	--	10
Total Estimated Sets of Cylinders	**70**	**63**	**18**	**36**	**10**	**10**

  - Strength specimens will be 4" x 8" cylinders and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
  - A temperature-controlled environment meeting ASTM standard will be available to us for sample storage or that it will be acceptable for us to store samples exposed on the jobsite or in a moderately controlled environment provided by us (such as a cure box). However, it is not in our scope to provide fully climate-controlled enclosures. If this is a requirement, additional costs will apply.

- Structural Steel.
  - Full penetration welds will not be used on this project.
  - The steel fabrication shop is AISC certified and fabrication shop inspections will not be required.
  - We have assumed the following number of trips for structural steel observations.

	BUILDING						
	MBR	STB	FSB	AB	DTC	ADM	Totals
Structural Steel Observations	12	4	7	4	1	2	30

- Structural Masonry
  - For estimating purposes, we assume that cardboard grout sample boxes will be allowed due to the low cost and convenience. However, they are not recognized as an approved mold by ASTM. If the client wishes grout prisms to be formed in general accordance with ASTM C1019, we will need access to forming materials and a protected space onsite to make the samples, and additional costs will apply.
  - The contractor will provide ASTM C140 information for block used on the project and additional pre-construction testing will not be required.
  - We have assumed the following number of trips for structural masonry observations.

	BUILDING						
	MBR	STB	FSB	AB	DTC	ADM	Totals
Masonry Observation Trips	--	4	4	--	4	--	12

- Hot-Mix Asphalt Pavements
  - Testing of asphalt pavements will not be required.

3.3 Additional Services

We have not included Firestop observations and testing in our estimated cost. If these services are required, we can perform them for an additional fee. These services would include the following:

- Firestop observations:
  - Observe material type and installation procedures
  - Ensure firestop system is installed per manufactures detail provided in plans.

3.4 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Terracon Rochester dispatch phone line at the following phone number: (507) 722-7368. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.5 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our

Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

3.5.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for ***Construction Materials Engineering Laboratory Management System*** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

3.5.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within two business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

3.6 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

4.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

Based on our review of the above-referenced information, our estimated cost to perform the proposed scope of services is **$148,712.50**. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods utilized by contractors/subcontractors in this area.

It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

5.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Kyle M. Shubert, PE
Office Manager

Rick E. Lockhart
Senior Project Manager

Attachments: Unit Rate Schedule
Cost Estimate
Agreement for Services

Unit Rate Schedule

		Rate	Unit
PERSONNEL			
1190	Clerical	$60.00	hour
1220	Field Technician	$75.00	hour*
1203	Senior Field Technician	$85.00	hour*
1275	Structural Steel Technician	$95.00	hour*
1201	Project Coordinator	$80.00	hour
1155	Project Manager/Engineer	$115.00	hour
1150	Senior Project Manager/Engineer	$155.00	hour
LABORATORY TESTING			
2039	Standard Proctor, Soil	$125.00	each
2040	Standard Proctor, Rock	$145.00	each
2010	Sieve Analysis with #200 wash	$100.00	each
1465	Coarse Aggregate Gradation (includes #200 wash)	$160.00	each
3324	Compressive Strength of Concrete (made by Terracon)	$19.00	each
1603	Compressive Strength of Grout	$25.00	each
1604	Compressive Strength of 2" Mortar Cube	$20.00	each
FIELD EQUIPMENT/MATERIALS			
1630	Nuclear Density Gauge	$25.00	trip
1605	Consumables	Cost + 15%	
VEHICLE AND MILEAGE			
1620	Trip Charge	$60.00	trip

* Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

The representative's vehicle and mileage are combined into a Trip Charge. You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

COST ESTIMATE

Service Type	No. of Services	Hr(s)./ service	Rate	Unit	Cost
Task 01 - EARTHWORK OBSERVATION AND TESTING					
Field Technician					
Compaction Testing	70	3.50	$75.00	hour	$18,375.00
Senior Field Technician					
Excavation Observations	11	3.50	$85.00	hour	$3,272.50
Test Roll Observations	4	3.50	$85.00	hour	$1,190.00
Vehicle and Mileage*					
Trip Charge	85		$60.00	trip	$5,100.00
Field Equipment					
Nuclear Density Gauge	70		$25.00	trip	$1,750.00
				Subtotal =	**$29,687.50**
Task 02 - LABORATORY SOIL / AGGREGATE TESTING					
Standard Proctor, Soil	4		$125.00	each	$500.00
Standard Proctor, Rock	1		$145.00	each	$145.00
Sieve Analysis with #200 wash	2		$100.00	each	$200.00
Coarse Aggregate Gradation (includes #200 wash)	2		$160.00	each	$320.00
				Subtotal =	**$1,165.00**
Task 07 - REINFORCED CONCRETE OBSERVATION					

We assume that reinforcing steel observations will be performed in conjunction with concrete observations and testing services. As such, if reinforcing steel is requested as a separate service call addition fees may apply.

Field Technician					
Checked for Size, Placement, Lap Length, and Cleanliness of Reinforcing Steel	103	1.00	$75.00	hour	$7,725.00
				Subtotal =	**$7,725.00**

COST ESTIMATE

Service Type	No. of Services	Hr(s)./ service	Rate	Unit	Cost
Task 09 - PORTLAND CEMENT CONCRETE TESTING					
Field Technician					
Standard testing (temp, slump, air content, and cylinders)					
Fresh Concrete Field Testing	108	4.50	$75.00	hour	$36,450.00
Compressive Strength Sample Pickup	15	2.00	$75.00	hour	$2,250.00
Vehicle and Mileage*					
Trip Charge	123		$60.00	trip	$7,380.00
Laboratory Testing					
Compressive Strength of Concrete (made by Terracon)	1035		$19.00	test	$19,665.00
				Subtotal =	**$65,745.00**
Task 13 - STRUCTURAL STEEL OBSERVATION AND TESTING					
Structural Steel Technician					
Visual Observation of Welded Connections	30	5.00	$95.00	hour	$14,250.00
Vehicle and Mileage*					
Trip Charge	30		$60.00	trip	$1,800.00
				Subtotal =	**$16,050.00**
Task 14 - STRUCTURAL MASONRY OBSERVATION AND TESTING					
Senior Field Technician					
Reinforcing Steel and Masonry Cell Observation, Sample Preparation	12	4.00	$85.00	hour	$4,080.00
Vehicle and Mileage*					
Trip Charge	12		$60.00	trip	$720.00
Laboratory Testing					
Compressive Strength of Grout	3	4.00	$25.00	each	$300.00
Compressive Strength of 2" Mortar Cube	3	4.00	$20.00	each	$240.00
Compressive Strength of Block (ASTM C140)	3	3.00	$75.00	each	$675.00
				Subtotal =	**$6,015.00**

COST ESTIMATE

Service Type	No. of Services	Hr(s)./ service	Rate	Unit	Cost
Task 18 - POST INSTALLED ANCHORS OBSERVATION AND TESTING					
Senior Field Technician					
Observe Size, Placement and Installation Procedure for Expansion/Adhesive Anchors	10	4.00	$85.00	hour	$3,400.00
Vehicle and Mileage*					
Trip Charge	10		$60.00	trip	$600.00
			Subtotal =		**$4,000.00**
Task 20 - PROJECT MANAGEMENT					
Project Administration					
Clerical	10		$60.00	hour	$600.00
Project Coordinator	75		$80.00	hour	$6,000.00
Project Manager/Engineer	75		$115.00	hour	$8,625.00
Senior Project Manager/Engineer	20		$155.00	hour	$3,100.00
			Subtotal =		**$18,325.00**
ESTIMATED TESTING AND INSPECTION FEE					
			ESTIMATED TOTAL =		**$148,712.50**

*The representative's vehicle, and mileage are combined into a trip Charge. We anticipate providing multiple services during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.

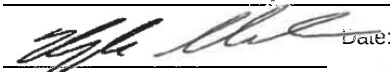
Reference Number: PJY221031

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Owatonna MN ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Owatonna Wastewater Treatment project ("Project"), as described in Consultant's Proposal dated 06/01/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Owatonna MN**
By:	 Date: **5/31/2022**	By:	Date:
Name/Title:	**Kyle M Shubert, PE / Office Manager I**	Name/Title:	**Kyle Skov / City Engineer**
Address:	**2625 Highway 14 W, Ste F**	Address:	**540 W Hills Cir**
	Rochester, MN 55901-7597		**Owatonna, MN 55060-4701**
Phone:	**(507) 722-7365** Fax:	Phone:	Fax:
Email:	**Kyle.Shubert@terracon.com**	Email:	**kyle.skov@ci.owatonna.mn.us**

COST ESTIMATE

Service Type	No. of Services	Hr(s)./ service	Rate	Unit	Cost
Task 18 - POST INSTALLED ANCHORS OBSERVATION AND TESTING					
Senior Field Technician					
Observe Size, Placement and Installation Procedure for Expansion/Adhesive Anchors	10	4.00	$85.00	hour	$3,400.00
Vehicle and Mileage*					
Trip Charge	10		$60.00	trip	$600.00
			Subtotal =		**$4,000.00**
Task 20 - PROJECT MANAGEMENT					
Project Administration					
Clerical	10		$60.00	hour	$600.00
Project Coordinator	75		$80.00	hour	$6,000.00
Project Manager/Engineer	75		$115.00	hour	$8,625.00
Senior Project Manager/Engineer	20		$155.00	hour	$3,100.00
			Subtotal =		**$18,325.00**
ESTIMATED TESTING AND INSPECTION FEE					
			ESTIMATED TOTAL =		**$148,712.50**

*The representative's vehicle, and mileage are combined into a trip Charge. We anticipate providing multiple services during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.