

5:30pm Work Session to discuss cannabis use and possible moratorium

**OLIVIA CITY COUNCIL AGENDA
REGULAR MEETING**

Monday, October 2, 2023 at 6:00 p.m.

Join via Zoom.us

Meeting ID: 825 4437 5276

Passcode: 56277

PLEDGE OF ALLEGIANCE

I. CALL TO ORDER AND DETERMINATION OF A QUORUM

Councilors: ___ Baumgartner ___ Ferguson ___ Padrnos ___ Ebbers ___ Mayor Hawkinson

II. PUBLIC FORUM *(When addressing the Council, please provide your name for the meeting record.)*

III. AGENDA APPROVAL

IV. PROCLAMATIONS

- A. Breast Cancer Awareness
- B. National Pregnancy & Infant Loss Awareness Day – Oct 15

V. CONSENT AGENDA

- A. Regular Meeting Minutes of September 18, 2023
- B. Resolution 2023-95, Authorization to Increase Voluntary Fire Fighter Wages
- C. Contractor's Application for Payment No. 9 – DePue Ave Improvement Project
- D. Resolution 2023-96, Calling for a Public Hearing for the Final Assessments for Unpaid Refuse Fees
- E. Resolution 2023-97, Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition
- F. State Airports Fund Grant Agreement

VI. DISCUSSION / BUSINESS ITEMS

- A. Public Hearing for Proposed Assessments of Delinquent Utility Accounts to Property Taxes
 - 1. Temporary Recess of Meeting / Open Public Hearing
 - 2. Staff Reports
 - 3. Receive Public Comments
 - 4. Close Public Hearing / Reopen Regular Meeting
- B. First Reading of Ordinance 2023-05, Amending Section 30.07 Related to Writing Requirements and Section 30.10 Related to Ordinances
- C. Emergency Management Coordinator Agreement
- D. Resolution 2023-98, Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Calling for Hearing on Proposed Assessment
 - 1. DePue Special Assessment Discussion – Justin Black

VII. AGENDA ADDITIONS / NEW BUSINESS

VII. REPORTS

- A. Other Reports of Council / Staff

VIII. NOTICES AND COMMUNICATIONS

- A. Employment Opportunity – Public Works

IX. ADJOURNMENT



Mayoral Proclamation

WHEREAS; breast cancer is the second most common cancer in women after skin cancer; and

WHEREAS; breast cancer is about 100 times more common in women than men, 1 in 8 women will be diagnosed with the disease, and diagnoses increase as patients get older; and

WHEREAS; through research and advocacy, advances have been made in the fight against breast cancer, including significant decreases in mortality with currently more than 3 million breast cancer survivors in the United States; and

WHEREAS; in the early stages breast cancer has few or no noticeable symptoms, making detection through breast self-examinations and regular mammograms key to successful management and treatment; and

WHEREAS; National Breast Cancer Awareness Month recognizes that although many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished; and

WHEREAS; all women are encouraged to see their health care provider yearly and schedule their annual mammogram;

THEREFORE; be it resolved that, I, Jon Hawkinson, of the City of Olivia, do hereby proclaim October 2023 as:

Breast Cancer Awareness Month

Jon Hawkinson
Mayor of Olivia, Minnesota



Mayoral Proclamation

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

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

WHEREAS, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded 1987, 34 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and

WHEREAS, Bereaved parents around the world remember their children annually on October 15 with candle lighting at 7 pm. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and

WHEREAS, In honor of the thousands of children that die each year in Minnesota, Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15th, 2023 be recognized as Pregnancy and Infant Loss Remembrance Day.

THEREFORE; be it resolved that, I, Jon Hawkinson, of the City of Olivia, do hereby proclaim October 15, 2023 as:

National Pregnancy & Infant Loss Remembrance Day

Jon Hawkinson
Mayor of Olivia, Minnesota

REGULAR MEETING MINUTES

Monday, September 18, 2023

CALL TO ORDER AND DETERMINATION OF A QUORUM

The Regular Meeting of the City Council of the City of Olivia, Minnesota, was called to order by Mayor Hawkinson at 5:30 P.M.

Council Members Present: Jon Hawkinson, Matt Baumgartner, George Ebbers and Landon Padrnos.

Council Members Absent: Blanca Ferguson

Others present: Elizabeth Torkelson, City Administrator; Shawn Hanson, Finance Director, Jason Krumheuer, Police Chief; Pamela Whitmore, Kennedy & Graven; Tim Seehusen, Fire Chief; Marissa Castillo, Planning and Zoning Administrator; Todd Howard, resident; Observer (via zoom), Guest (via zoom), Taxpayer (via zoom), Jasmine Miller, Deputy Clerk.

PUBLIC FORUM

Mayor Hawkinson temporarily suspended the regular meeting and opened the public forum at 5:30 P.M.

No public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:30 P.M.

AGENDA

Motion by Ebbers, second by Padrnos: to approve the agenda as presented. Motion passed unanimously.

PROCLAMATIONS

Mayor Hawkinson proclaimed September 15, 2023 through October 15, 2023 as Hispanic Heritage Month.

CONSENT AGENDA

Motion by Baumgartner, second by Ebbers: to approve the Consent Agenda. Motion passed unanimously.

- Work Session and Regular Meeting Minutes of September 5, 2023
- Resolution 2023-87, Step Increase for Christi Weidemann
- Resolution 2023-88, Step Increase for Susie Lang
- Resolution 2023-89, Step Increase for Jared Lund
- Resolution 2023-90, Hiring of Probationary Firefighters Jack Hanson, Jason Hirschman, Brandon Senkyr and Derek Wertz
- Electric Department Purchase Order
- Resolution 2023-91, Edward Jones Corporate Resolution Certification 2023 Signatories

DISCUSSION / BUSINESS ITEMS

611 Lincoln Update

Castillo reminded the Council that they previously had given a 30-day extension. The home owner doesn't believe he has the resources to fix the house and is now looking to demo the structures on the property. Castillo requested the Council extend an additional 30 days for the home owner to continue working with staff on a demolition plan.

There was consensus amongst the Council to give a 30 day extension to allow the property owner to work on a demolition project with the City.

802 E Walnut Ave – Hazardous Property Update

Castillo informed council that the property owner had until August 31, 2023 to make repairs and bring the property into compliance. Castillo provided photos of the property and how the home owner rectified the concerns also clarifying that the fence was constructed without a permit/approval by City staff and with unapproved material. Hawkinson acknowledged that the property owner has shown efforts to secure the property. Hawkinson suggested staff work with the property owner and communicate recommendations on how to address the concerns. Baumgartner shared concerns about the hole erosion in the driveway. Council agreed that the hole needed to be filled. Castillo clarified that the hole will need to be addressed by the Fire Chief as it is a fire code issue. Whitmore suggested drafting an abatement agreement with the property owner. Whitmore recommended that staff get permission from the property owner to go onto the property. If staff is not able to obtain permission an administrative warrant to enter onto the property to address the issues will be pursued. There was consensus amongst the Council to direct staff to reach out to the home owner to request access to the property, create a list of nuisance/hazardous issue and enter into an abatement agreement with the property owner; if the homeowner does not grant City staff access to the property Attorney Whitmore will file an administrative warrant.

Resolution 2023-92, HRA/EDA Tax Levy

Motion by Padrnos, second by Baumgartner: to approve Resolution 2023-92, HRA/EDA Tax Levy. Motion passed unanimously.

Hanson informed the Council that this annual resolution for the HRA is calculated from a number provided by the County. This resolution was recommended to the Council by the EDA board.

Resolution 2023-93, Adoption of the 2024 Preliminary Tax Levy and Setting Truth-in-Taxation Hearing Date

Motion by Baumgartner, second by Ebbbers: to approve Resolution 2023-93, Preliminary Tax Levy and Setting Truth-in-Taxation Hearing. Motion passed unanimously.

The Truth-in-Taxation hearing is set for December 4th at 6:00pm. Hanson shared that the budget documents were included in the packet and welcomed any questions or comments that the Council might have.

Marco Server Upgrade

Motion by Ebbbers, second by Baumgartner: to approve the Marco quote. Motion passed unanimously. Torkelson provided quotes from Marco and West Central Technology, recommending The League of MN Cities also recommended upgrading the server, and it was clarified that if we don't upgrade it would be likely that Marco would drop their support of our services. There is an October 10th deadline for the server update.

Resolution 2023-94, Approving Second Amendment to Farm Lease with Thomas Jansen

Motion by Ebbbers, second by Baumgartner: to approve Resolution 2023-94, Approving Second Amendment to Farm Lease with Thomas Jansen dated October 18,2021, as amended April 17, 2023. Motion passed unanimously.

Torkelson shared that Jansen is interested in investing approximately \$6,000-\$10,000 of personal funds to install tile in the airport farm land. Jansen requests that the city extend his lease through 2028.

No additional items or new business items were presented.

REPORTS

Other Reports of Council / Staff

EDA - Hawkinson shared that the EDA Board approved the Levy, and Torkelson added that the board had conversations about the Chrysler building.

Park Board - Torkelson shared that they discussed the trails, future and current projects, pickleball and volleyball courts and future meetings.

Other Reports of Council / Staff

Torkelson informed Council that there is an open position in the public works department that will be posted publicly later in the week. Torkelson also requested a special meeting October 30 to discuss assessments for the DePue project. Baumgartner asked if there was any information related to the power house vendor at the waste water treatment plant, and Torkelson stated that she will follow up with Jo Monson. Hawkinson shared that Makenzie Gartner is the new Director for the Chamber of Commerce. Hawkinson also shared that Wednesday is the annual chamber of commerce golf tournament at the Olivia Golf Course. The Chamber will be recognizing Mary Jo Halliday at the event for a lifetime community service award.

No additional reports were presented.

NOTICES AND COMMUNICATIONS

Hawkinson requested the Council schedule a work session before the next meeting. It was decided to schedule a workshop for October 2, 2023 at 5:30pm.

ADJOURNMENT

Motion by Ebbers, second by Padrnos: to adjourn the meeting at 6:18 P.M. Motion passed unanimously.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, Deputy Clerk

**CITY OF OLIVIA
RESOLUTION NO. 2023-95**

Authorization to Increase Voluntary Fire Fighter Wages

It is hereby resolved by the City of Olivia, Minnesota that:

WHEREAS, Fire Chief Tim Seehusen noted that the current pool of volunteer fire fighters would benefit from increasing their on-call wages; and

WHEREAS, It was determined that due to the need to attract and retain members of the volunteer Fire roster for the Olivia Fire Department, and

WHEREAS, Based on the recommendation of Chief Seehusen, whom has made the preliminary determination that all qualified and suitable volunteer firefighters be compensated at a rate of \$1.15 more than small employer minimum wage for training and meetings effective January 1, 2024; and

WHEREAS, Chief Seehusen also recommended that all qualified and suitable volunteer firefighters be compensated at a rate of double the trainings and meetings wage for fire calls effective January 1, 2024; and

THEREFORE, Having received the recommendations of the Fire Chief, the City Council hereby compensates all suitable, qualified Olivia Fire Department volunteer roster members with a compensation rate \$1.15 more than small employer minimum wage for trainings and meetings and double the rate of trainings and meetings for fire calls; and

FURTHERMORE, This offer is extended to all current volunteer roster fire fighters in good standing.

Adopted by the City Council of the City of Olivia on this 2nd day of October, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, Deputy Clerk

Contractor's Application for Payment

Owner: <u>City of Olivia, Minnesota</u>	Owner's Project No.: _____
Engineer: <u>Short Elliott Hendrickson Inc.</u>	Engineer's Project No.: <u>OLIVA 156939</u>
Contractor: <u>Hjerpe Contracting, Inc.</u>	Contractor's Project No.: _____
Project: <u>DePue Avenue Improvement Project</u>	
Contract: <u>DePue Avenue Improvement Project</u>	
Application No.: <u>9</u>	Application Date: <u>9/28/2023</u>
Application Period: From <u>8/26/2023</u> to <u>9/22/2023</u>	

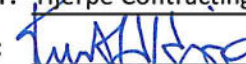
1. Original Contract Price	\$ 8,334,066.98
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 8,334,066.98
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,472,046.46
5. Retainage	
a. <u>5%</u> X <u>\$ 7,315,256.67</u> Work Completed	\$ 365,762.83
b. <u>5%</u> X <u>\$ 156,789.78</u> Stored Materials	\$ 7,839.49
c. Total Retainage (Line 5.a + Line 5.b)	\$ 373,602.32
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,098,444.14
7. Less previous payments (Line 6 from prior application)	\$ 6,102,201.35
8. Amount due this application	\$ 996,242.79
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 862,020.52

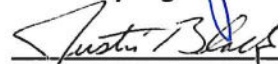
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Hjerpe Contracting, Inc.

Signature:  **Date:** 9/28/23

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>9/28/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Olivia, Minnesota	Owner's Project No.:	
Engineer:	Short Elliott Hendrickson Inc.	Engineer's Project No.:	OLIVA 156939
Contractor:	Hjerpe Contracting, Inc.	Contractor's Project No.:	
Project:	DePue Avenue Improvement Project		
Contract:	DePue Avenue Improvement Project		

Application No.:	9	Application Period:	From 08/26/23 to 09/22/23	Application Date:	09/28/23
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A Bid Item No.	B Description	C Contract Information				D Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X G) (\$)				
STREET, CURB AND GUTTER, DRAINAGE PIPE, DRIVEWAYS											
2021.501	MOBILIZATION	1.00	LUMP SUM	200,000.00	200,000.00	1.00	200,000.00		200,000.00	100%	-
2101.524	CLEARING (15" TREE OR SMALLER)	19.00	TREE	250.00	4,750.00	11.00	2,750.00		2,750.00	58%	2,000.00
2101.524	CLEARING (16" TREE OR GREATER)	18.00	TREE	450.00	8,100.00	44.04	19,818.00		19,818.00	245%	(11,718.00)
2101.524	GRUBBING (15" TREE OR SMALLER)	19.00	TREE	115.00	2,185.00	10.00	1,150.00		1,150.00	53%	1,035.00
2101.524	GRUBBING (16" TREE OR GREATER)	18.00	TREE	175.00	3,150.00	25.00	4,375.00		4,375.00	139%	(1,225.00)
2104.502	SALVAGE SIGN	43.00	EACH	50.00	2,150.00	43.00	2,150.00		2,150.00	100%	-
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	1,506.00	LIN FT	5.00	7,530.00	1,206.00	6,030.00		6,030.00	80%	1,500.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1,774.00	LIN FT	2.00	3,548.00	1,797.00	3,594.00		3,594.00	101%	(46.00)
2104.503	REMOVE CONCRETE CURB AND GUTTER	13,124.00	LIN FT	3.00	39,372.00	13,235.00	39,705.00		39,705.00	101%	(333.00)
2104.503	REMOVE PIPE DRAIN (DRAIN TILE)	300.00	LIN FT	3.00	900.00	-	-		-	0%	900.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,390.00	SQ YD	10.00	13,900.00	1,394.38	13,943.80		13,943.80	100%	(43.80)
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	500.00	SQ YD	5.35	2,675.00	249.30	1,333.76		1,333.76	50%	1,341.24
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	35,770.00	SQ YD	3.10	110,887.00	35,606.70	110,380.77		110,380.77	100%	506.23
2104.518	REMOVE CONCRETE WALK	6,035.00	SQ YD	8.45	50,995.75	6,096.61	51,516.35		51,516.35	101%	(520.60)
2104.618	SALVAGE BRICK PAVERS (RESIDENTIAL)	350.00	SQ FT	5.00	1,750.00	598.50	2,992.50		2,992.50	171%	(1,242.50)
2104.618	REMOVE BRICK PAVERS (COMMERCIAL)	1,915.00	SQ FT	5.00	9,575.00	2,200.00	11,000.00		11,000.00	115%	(1,425.00)
2106.507	EXCAVATION-COMMON (EV) (P)	32,296.00	CU YD	20.50	662,068.00	32,428.20	664,778.10		664,778.10	100%	(2,710.10)
2106.507	EXCAVATION-SUBGRADE (EV)	1,570.00	CU YD	5.00	7,850.00	-	-		-	0%	7,850.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	23,350.00	CU YD	26.00	607,100.00	23,456.30	609,863.80		609,863.80	100%	(2,763.80)
2106.607	AGGREGATE (GRANULAR) BACKFILL (CV)	1,570.00	CU YD	5.00	7,850.00	1,602.30	8,011.50		8,011.50	102%	(161.50)
2108.504	GEOTEXTILE FABRIC, TYPE 5 (NON-WOVEN)	36,000.00	SQ YD	2.35	84,600.00	36,000.70	84,601.65	8,970.15	93,571.80	111%	(8,971.80)
2108.604	TRIAXIAL GEOGRID	11,200.00	SQ YD	6.00	67,200.00	11,973.20	71,839.20	11,337.30	83,176.50	124%	(15,976.50)
2112.519	SUBGRADE PREPARATION	67.50	ROAD STA	1,025.00	69,187.50	67.50	69,187.50		69,187.50	100%	-
2118.509	AGGREGATE SURFACING, CLASS 5 (TEMPORARY)	240.00	TON	28.00	6,720.00	146.00	4,088.00		4,088.00	61%	2,632.00
2118.509	AGGREGATE SURFACING, CLASS 5 (DRIVEWAYS, 100% CRUSHED)	260.00	TON	40.00	10,400.00	194.67	7,786.80		7,786.80	75%	2,613.20
2123.510	INVESTIGATIVE EXPLORATION	40.00	HOUR	250.00	10,000.00	25.50	6,375.00		6,375.00	64%	3,625.00
2123.610	STREET SWEEPER (WITH BROOM PICKUP)	50.00	HOUR	120.00	6,000.00	50.00	6,000.00		6,000.00	100%	-
2130.523	WATER (FOR DUST CONTROL)	100.00	M GALLON	65.00	6,500.00	100.00	6,500.00		6,500.00	100%	-
2130.523	WATER (FOR TURF ESTABLISHMENT)	120.00	M GALLON	55.00	6,600.00	60.00	3,300.00		3,300.00	50%	3,300.00
2211.507	AGGREGATE BASE, CLASS 5 (CV) (P)	8,005.00	CU YD	58.00	464,290.00	8,528.40	494,647.20		494,647.20	107%	(30,357.20)
2331.603	JOINT ADHESIVE (MASTIC)	13,530.00	LIN FT	0.70	9,471.00	-	-		-	0%	9,471.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT (CSS-1H)	2,180.00	GALLON	4.00	8,720.00	-	-		-	0%	8,720.00
2360.504	TYPE SP 12.5 WEARING COURSE MIX (2,B) (SPWEB240B) 3" THICK W/6" AGGREGATE BASE (RESIDENTIAL DRIVEWAYS)	205.00	SQ YD	38.00	7,790.00	-	-		-	0%	7,790.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C) (SPWEA240C)	3,070.00	TON	114.00	349,980.00	-	-		-	0%	349,980.00
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (2,C) (SPNWB230C)	6,440.00	TON	112.00	721,280.00	2,857.19	320,005.28		320,005.28	44%	401,274.72
2502.503	4" PERF PIPE DRAIN	13,265.00	LIN FT	9.00	119,385.00	13,477.00	121,293.00		121,293.00	102%	(1,908.00)

EJCDC C-620 Contractor's Application for Payment

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Unit Price

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Olivia, Minnesota	Owner's Project No.:	
Engineer:	Short Elliott Hendrickson Inc.	Engineer's Project No.:	OLIVA 156939
Contractor:	Hjerpe Contracting, Inc.	Contractor's Project No.:	
Project:	DePue Avenue Improvement Project		
Contract:	DePue Avenue Improvement Project		

Application No.:		Application Period:		From		to		Application Date:			
9		08/26/23		09/22/23		09/28/23					
A	B	Contract Information			Work Completed			I	J	K	L
		C	D	E	F	G	H				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
2502.602	4" PIPE DRAIN CLEANOUT	42.00	EACH	400.00	16,800.00	40.00	16,000.00		16,000.00	95%	800.00
2502.602	SUMP PUMP DRAIN LINE SERVICE	85.00	EACH	600.00	51,000.00	86.00	51,600.00		51,600.00	101%	(600.00)
2506.602	CASTING ASSEMBLY SPECIAL #1	16.00	EACH	200.00	3,200.00	14.00	2,800.00		2,800.00	88%	400.00
2506.602	CASTING ASSEMBLY SPECIAL #2	15.00	EACH	300.00	4,500.00	10.00	3,000.00		3,000.00	67%	1,500.00
2521.518	4" CONCRETE WALK W/4" AGGREGATE BASE	44,500.00	SQ FT	6.30	280,350.00	38,241.25	240,919.88		240,919.88	86%	39,430.12
2521.518	6" CONCRETE WALK W/4" AGGREGATE BASE (PEDESTRIAN RAMP)	4,800.00	SQ FT	11.15	53,520.00	3,862.50	43,066.88		43,066.88	80%	10,453.12
2531.503	CONCRETE CURB & GUTTER, DESIGN B618	13,600.00	LIN FT	18.00	244,800.00	13,658.60	245,854.80		245,854.80	100%	(1,054.80)
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 6" AGGREGATE BASE (RESIDENTIAL)	1,180.00	SQ YD	83.00	97,940.00	2,056.12	170,657.96		170,657.96	174%	(72,717.96)
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 12" AGGREGATE BASE (COMMERCIAL)	1,100.00	SQ YD	89.65	98,615.00	-	-		-	0%	98,615.00
2531.603	CONCRETE CURB DESIGN V	80.00	LIN FT	35.00	2,800.00	52.00	1,820.00		1,820.00	65%	980.00
2531.618	TRUNCATED DOMES	590.00	SQ FT	55.00	32,450.00	593.00	32,615.00		32,615.00	101%	(165.00)
2540.602	INSTALL HISTORIC PLAQUE	4.00	EACH	200.00	800.00	4.00	800.00		800.00	100%	-
2540.602	MAILBOX SUPPORT	3.00	EACH	300.00	900.00	-	-		-	0%	900.00
2540.602	RELOCATE MAILBOX SUPPORT	3.00	EACH	200.00	600.00	3.00	600.00		600.00	100%	-
2540.618	INSTALL SALVAGED BRICK PAVERS (RESIDENTIAL)	348.00	SQ FT	20.00	6,960.00	396.00	7,920.00		7,920.00	114%	(960.00)
2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	44,000.00	44,000.00	1.00	44,000.00		44,000.00	100%	-
2563.601	ALTERNATE PEDESTRIAN ROUTE	1.00	LUMP SUM	8,150.00	8,150.00	1.00	8,150.00		8,150.00	100%	-
2564.518	SIGN PANEL TYPE C	205.10	SQ FT	70.00	14,357.00	-	-		-	0%	14,357.00
2564.518	SIGN PANEL TYPE SPECIAL	126.00	SQ FT	70.00	8,820.00	-	-		-	0%	8,820.00
2572.510	PRUNE TREES	10.00	HOUR	160.00	1,600.00	13.50	2,160.00		2,160.00	135%	(560.00)
2573.501	STABILIZED CONSTRUCTION EXIT	6.00	EACH	700.00	4,200.00	1.00	700.00		700.00	17%	3,500.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	3,000.00	LIN FT	2.90	8,700.00	-	-		-	0%	8,700.00
2574.507	COMMON TOPSOIL BORROW	2,050.00	CU YD	27.00	55,350.00	2,226.00	60,102.00		60,102.00	109%	(4,752.00)
2575.504	TURF ESTABLISHMENT - TEMPORARY	18,400.00	SQ YD	0.60	11,040.00	6,554.40	3,932.64		3,932.64	36%	7,107.36
2575.504	TURF ESTABLISHMENT - PERMANENT	18,400.00	SQ YD	1.35	24,840.00	17,480.00	23,598.00		23,598.00	95%	1,242.00
2582.503	4" SOLID LINE PAINT	1,891.00	LIN FT	3.00	5,673.00	-	-		-	0%	5,673.00
2582.503	12" SOLID LINE PAINT	2,281.00	LIN FT	4.10	9,352.10	-	-		-	0%	9,352.10
	Street, Curb and Gutter, Drainage Pipe, Driveways Subtotal				4,785,776.35		3,909,313.37	20,307.45	3,929,620.82	82%	856,155.53
STORM SEWER											
2104.502	REMOVE DRAINAGE STRUCTURE	53.00	EACH	385.00	20,405.00	58.00	22,330.00		22,330.00	109%	(1,925.00)
2104.503	REMOVE PIPE SEWER (STORM)	3,840.00	LIN FT	10.00	38,400.00	3,840.00	38,400.00		38,400.00	100%	-
2503.601	STORM SEWER BYPASS	1.00	LUMP SUM	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
2451.609	CRUSHED ROCK (STORM PIPE FOUNDATION) MNDOT 3149.2H	1,000.00	TON	0.01	10.00	1,000.00	10.00		10.00	100%	-
2503.503	6" STORM PIPE SEWER	108.00	LIN FT	58.00	6,264.00	177.00	10,266.00		10,266.00	164%	(4,002.00)
2503.503	8" STORM PIPE SEWER	158.00	LIN FT	70.00	11,060.00	123.00	8,610.00		8,610.00	78%	2,450.00
2503.503	12" STORM PIPE SEWER	1,965.00	LIN FT	80.00	157,200.00	1,877.00	150,160.00		150,160.00	96%	7,040.00
2503.503	15" STORM PIPE SEWER	1,207.00	LIN FT	90.00	108,630.00	1,195.00	107,550.00		107,550.00	99%	1,080.00

Unit Price

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Olivia, Minnesota	Owner's Project No.:	
Engineer:	Short Elliott Hendrickson Inc.	Engineer's Project No.:	OLIVA 156939
Contractor:	Hjerpe Contracting, Inc.	Contractor's Project No.:	
Project:	DePue Avenue Improvement Project		
Contract:	DePue Avenue Improvement Project		

Application No.:	9	Application Period:	From 08/26/23 to 09/22/23	Application Date:	09/28/23
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A	B	C	D			E		F		G		H	I	J	K	L
			Contract Information	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)					
2503.503	18" STORM PIPE SEWER	292.00	LIN FT	97.00	28,324.00	309.00	29,973.00			29,973.00	106%	(1,649.00)				
2503.503	24" STORM PIPE SEWER	463.00	LIN FT	120.00	55,560.00	466.00	55,920.00			55,920.00	101%	(360.00)				
2503.503	54" STORM PIPE SEWER	112.00	LIN FT	500.00	56,000.00	104.00	52,000.00			52,000.00	93%	4,000.00				
2503.503	73" ARCH STORM PIPE SEWER	95.00	LIN FT	670.00	63,650.00	99.00	66,330.00			66,330.00	104%	(2,680.00)				
2503.602	CONNECT TO EXISTING STORM SEWER #1	11.00	EACH	2,150.00	23,650.00	22.00	47,300.00			47,300.00	200%	(23,650.00)				
2503.602	CONNECT TO EXISTING STORM SEWER #2	6.00	EACH	3,100.00	18,600.00	5.00	15,500.00			15,500.00	83%	3,100.00				
2503.602	CONNECT TO EXISTING STORM SEWER #3	2.00	EACH	3,300.00	6,600.00	-	-			-	0%	6,600.00				
2503.602	CONNECT TO EXISTING STORM SEWER #4	2.00	EACH	3,700.00	7,400.00	2.00	7,400.00			7,400.00	100%	-				
2503.602	CONNECT TO EXISTING STORM SEWER #5	3.00	EACH	2,575.00	7,725.00	4.00	10,300.00			10,300.00	133%	(2,575.00)				
2503.602	CONSTRUCT BULKHEAD (STORM)	20.00	EACH	480.00	9,600.00	11.00	5,280.00			5,280.00	55%	4,320.00				
2506.502	CASTING ASSEMBLY (STORM)	74.00	EACH	925.00	68,450.00	74.00	68,450.00			68,450.00	100%	-				
2506.502	ADJUST FRAME & RING CASTING	3.00	EACH	1,155.00	3,465.00	-	-			-	0%	3,465.00				
2506.502	CONSTRUCT DRAINAGE STRUCTURE - 12" INLINE DRAIN W/GRATE	2.00	EACH	1,200.00	2,400.00	2.00	2,400.00			2,400.00	100%	-				
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	244.60	LIN FT	760.00	185,896.00	192.60	146,376.00			146,376.00	79%	39,520.00				
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	18.50	LIN FT	900.00	16,650.00	9.10	8,190.00			8,190.00	49%	8,460.00				
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 108-4020	20.50	LIN FT	3,110.00	63,755.00	19.00	59,090.00			59,090.00	93%	4,665.00				
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN TYPE 2	129.70	LIN FT	790.00	102,463.00	92.82	73,327.80			73,327.80	72%	29,135.20				
2573.502	STORM DRAIN INLET PROTECTION	118.00	EACH	125.00	14,750.00	118.00	14,750.00			14,750.00	100%	-				
	VALUE OF MATERIAL STORED		LUMP SUM				21,852.42			21,852.42						
	Storm Sewer Subtotal				1,079,407.00		1,002,412.80			21,852.42	95%	55,141.78				
SANITARY SEWER																
2104.502	REMOVE MANHOLE (SANITARY)	17.00	EACH	385.00	6,545.00	17.00	6,545.00			6,545.00	100%	-				
2104.602	REMOVE SEPTIC TANK	1.00	EACH	900.00	900.00	-	-			-	0%	900.00				
2104.503	REMOVE PIPE (SANITARY, MAIN)	5,643.00	LIN FT	0.01	56.43	4,580.00	45.80			45.80	81%	10.63				
2451.609	CRUSHED ROCK (SANITARY PIPE FOUNDATION) MNDOT 3149.2H	120.00	CU YD	0.01	1.20	120.00	1.20			1.20	100%	-				
2502.602	CONNECT TO EXISTING SANITARY SEWER	14.00	EACH	3,000.00	42,000.00	15.00	45,000.00			45,000.00	107%	(3,000.00)				
2503.601	SANITARY SEWER BYPASS	1.00	LUMP SUM	5,000.00	5,000.00	1.00	5,000.00			5,000.00	100%	-				
2503.602	8" X 4" WYE	65.00	EACH	1,500.00	97,500.00	64.00	96,000.00			96,000.00	98%	1,500.00				
2503.602	10" X 4" WYE	15.00	EACH	1,700.00	25,500.00	17.00	28,900.00			28,900.00	113%	(3,400.00)				
2503.602	VIDEO INSPECTION SEWER SERVICES (PRELIMINARY)	80.00	EACH	120.00	9,600.00	-	-			-	0%	9,600.00				
2503.602	VIDEO INSPECTION SEWER SERVICES (POST INSTALLATION)	80.00	EACH	120.00	9,600.00	38.00	4,560.00			4,560.00	48%	5,040.00				
2503.603	VIDEO INSPECTION MAINLINE (POST INSTALLATION)	5,690.00	LIN FT	1.50	8,535.00	2,749.00	4,123.50			4,123.50	48%	4,411.50				
2506.602	4" SANITARY SEWER CLEANOUT	80.00	EACH	750.00	60,000.00	81.00	60,750.00			60,750.00	101%	(750.00)				
2503.603	4" SANITARY SEWER SERVICE PIPE	3,020.00	LIN FT	42.00	126,840.00	3,064.00	128,688.00			128,688.00	101%	(1,848.00)				
2503.603	8" SANITARY SEWER (REGARDLESS OF DEPTH)	4,552.00	LIN FT	85.00	386,920.00	4,626.00	393,210.00			393,210.00	102%	(6,290.00)				
2503.603	10" SANITARY SEWER (REGARDLESS OF DEPTH)	1,138.00	LIN FT	120.00	136,560.00	1,130.00	135,600.00			135,600.00	99%	960.00				
2504.604	4" POLYSTYRENE INSULATION	200.00	SQ YD	30.00	6,000.00	109.20	3,276.00			3,276.00	55%	2,724.00				
2506.603	CONSTRUCT 8" INSIDE DROP	10.00	LIN FT	700.00	7,000.00	4.40	3,080.00			3,080.00	44%	3,920.00				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Olivia, Minnesota	Owner's Project No.:	
Engineer:	Short Elliott Hendrickson Inc.	Engineer's Project No.:	OLIVA 156939
Contractor:	Hjerpe Contracting, Inc.	Contractor's Project No.:	
Project:	DePue Avenue Improvement Project		
Contract:	DePue Avenue Improvement Project		

Application No.:		Application Period:		From		to		Application Date:			
9		08/26/23		09/22/23				09/28/23			
A	B	Contract Information				Work Completed		I	J	K	L
		C	D	E	F	G	H				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
2506.502	CASTING ASSEMBLY (SANITARY W/ CONCEALED PICK HOLES)	19.00	EACH	1,700.00	32,300.00	1.00	1,700.00		1,700.00	5%	30,600.00
2506.602	INTERNAL MANHOLE SEAL (SANITARY)	19.00	EACH	400.00	7,600.00	2.00	800.00		800.00	11%	6,800.00
2506.603	CONSTRUCT SANITARY MANHOLE DESIGN 4007	193.40	LIN FT	600.00	116,040.00	184.47	110,682.00		110,682.00	95%	5,358.00
VALUE OF MATERIAL STORED			LUMP SUM					21,293.86	21,293.86		
Sanitary Sewer Subtotal					1,084,497.63		1,027,961.50	21,293.86	1,049,255.36	97%	35,242.27
WATER MAIN											
2104.502	REMOVE GATE VALVE	50.00	EACH	150.00	7,500.00	46.00	6,900.00		6,900.00	92%	600.00
2140.502	SALVAGE HYDRANT	12.00	EACH	850.00	10,200.00	12.00	10,200.00		10,200.00	100%	-
2104.503	REMOVE WATER MAIN	5,900.00	LIN FT	1.00	5,900.00	3,100.00	3,100.00		3,100.00	53%	2,800.00
2504.601	TEMPORARY WATER	1.00	LUMP SUM	30,000.00	30,000.00	1.00	30,000.00		30,000.00	100%	-
2504.602	CONNECT TO EXISTING WATER MAIN	21.00	EACH	3,500.00	73,500.00	19.00	66,500.00		66,500.00	90%	7,000.00
2504.602	HYDRANT (WATEROUS WB67-250)	14.00	EACH	8,000.00	112,000.00	13.00	104,000.00		104,000.00	93%	8,000.00
2504.602	4" GATE VALVE AND BOX	2.00	EACH	3,200.00	6,400.00	1.00	3,200.00		3,200.00	50%	3,200.00
2504.602	6" GATE VALVE AND BOX	36.00	EACH	3,700.00	133,200.00	30.00	111,000.00		111,000.00	83%	22,200.00
2504.602	8" GATE VALVE AND BOX	22.00	EACH	4,600.00	101,200.00	28.00	128,800.00		128,800.00	127%	(27,600.00)
2504.602	1" CORPORATION STOP W/ SADDLE	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CORPORATION STOP W/ SADDLE	2.00	EACH	1,500.00	3,000.00	2.00	3,000.00		3,000.00	100%	-
2504.602	2" CORPORATION STOP W/ SADDLE	1.00	EACH	1,850.00	1,850.00	1.00	1,850.00		1,850.00	100%	-
2504.602	1" CURB STOP AND BOX	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CURB STOP AND BOX	2.00	EACH	1,850.00	3,700.00	2.00	3,700.00		3,700.00	100%	-
2504.602	2" CURB STOP AND BOX	1.00	EACH	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
2504.602	LOWER WATER MAIN	9.00	EACH	7,000.00	63,000.00	9.00	63,000.00		63,000.00	100%	-
2504.602	12" HYDRANT EXTENSION	14.00	EACH	850.00	11,900.00	3.00	2,550.00		2,550.00	21%	9,350.00
2504.603	1" SERVICE PIPE W/ TRACER WIRE	2,968.00	LIN FT	21.00	62,328.00	2,999.00	62,979.00		62,979.00	101%	(651.00)
2504.603	1.5" SERVICE PIPE W/ TRACER WIRE	54.00	LIN FT	26.00	1,404.00	72.00	1,872.00		1,872.00	133%	(468.00)
2504.603	2" SERVICE PIPE W/ TRACER WIRE	30.00	LIN FT	32.00	960.00	26.00	832.00		832.00	87%	128.00
2504.603	6" WATER MAIN W/TRACER WIRE (HYDRANT, MAIN, SERVICE)	3,435.00	LIN FT	60.00	206,100.00	3,121.50	187,290.00		187,290.00	91%	18,810.00
2504.603	8" WATER MAIN W/TRACER WIRE	3,472.00	LIN FT	77.00	267,344.00	4,104.00	316,008.00		316,008.00	118%	(48,664.00)
2504.603	TRACER WIRE BOX	20.00	EACH	285.00	5,700.00	-	-		-	0%	5,700.00
2504.608	WATER MAIN FITTINGS	3,300.00	POUND	19.00	62,700.00	3,252.00	61,788.00		61,788.00	99%	912.00
VALUE OF MATERIAL STORED			LUMP SUM					93,336.06	93,336.06		
Water Main Subtotal					1,384,386.00		1,375,569.00	93,336.06	1,468,905.06	106%	(84,519.06)
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Original Contract Totals	\$ 8,334,066.98		\$ 7,315,256.67	\$ 156,789.78	\$ 7,472,046.46	90%	\$ 862,020.52

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Olivia, Minnesota	Owner's Project No.: _____
Engineer: Short Elliott Hendrickson Inc.	Engineer's Project No.: OLIVA 156939
Contractor: Hjerpe Contracting, Inc.	Contractor's Project No.: _____
Project: DePue Avenue Improvement Project	
Contract: DePue Avenue Improvement Project	

Application No.: 9 Application Period: From 08/26/23 to 09/22/23 Application Date: 09/28/23

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)				
		D Item Quantity	E Units	F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)								
Change Orders															
					-		-		-		-				
					-		-		-		-				
					-		-		-		-				
					-		-		-		-				
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					-		-		-		-				
Change Order Totals					\$	-	\$	-	\$	-	\$	-			
Original Contract and Change Orders															
Project Totals					\$	8,334,066.98	\$	7,315,256.67	\$	156,789.78	\$	7,472,046.46	90%	\$	862,020.52

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Olivia, Minnesota	Owner's Project No.:
Engineer: Short Elliott Hendrickson Inc.	Engineer's Project No.: OLIVA 156939
Contractor: Hjerpe Contracting, Inc.	Contractor's Project No.:
Project: DePue Avenue Improvement Project	
Contract: DePue Avenue Improvement Project	

Application No.:		Application Period:		From		to		Application Date:				
9				08/26/23		09/22/23		09/28/23				
A	B	C	D	E	F	Materials Stored			Incorporated in Work		M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)
						Stored (\$)	this Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)	
2108.504	15559430-00		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	32,570.16		32,570.16	26,056.13	6,514.03	32,570.16	-
2108.504	15559430-01		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	12,280.63		12,280.63	9,824.50	2,456.13	12,280.63	-
2018.604	15559430-01		TRIAIAL GEOGRID		1	56,686.50		56,686.50	45,349.20	11,337.30	56,686.50	-
	R455692		Sewer & water materials		1	294,604.95		294,604.95	235,683.96	58,920.99	294,604.95	-
	CC7262		Castings & structure materials		1	53,850.04		53,850.04	43,080.03	10,770.01	53,850.04	-
2506.603	1803120		Sanitary Manhole Design 4007		3	11,755.35		11,755.35	9,404.28	2,351.07	11,755.35	-
	1803127		Sanitary and Storm Structure materials		3	12,449.28		12,449.28	9,959.42	2,489.86	12,449.28	-
2503.503	1803502		24" Storm Pipe Sewer		3	8,148.15		8,148.15	6,518.52	1,629.63	8,148.15	-
2506.603	1804092		Sanitary Manhole Design 4007		3	16,282.44		16,282.44	13,025.95	3,256.49	16,282.44	-
2506.603	1804093		Sanitary Manhole Design 4007		3	13,228.75		13,228.75	10,583.00	2,645.75	13,228.75	-
	1804094		Sanitary and Storm Structure materials		3	13,548.17		13,548.17	10,838.54	2,709.63	13,548.17	-
	1804096		Storm Structure Materials		3	10,947.27		10,947.27	8,757.82	2,189.45	10,947.27	-
	1804255		Storm Structure Materials		3	15,072.10		15,072.10	12,057.68	3,014.42	15,072.10	-
	1804256		Storm Structure Materials		3	11,815.82		11,815.82	9,452.66	2,363.16	11,815.82	-
	1804268		Storm Structure Materials		3	14,435.92		14,435.92	11,548.74	2,887.18	14,435.92	-
	1804477		Sanitary and Storm Structure materials		3	12,280.25		12,280.25	9,824.20	2,456.05	12,280.25	-
	1804534		Storm Structure Materials		3	11,602.49		11,602.49	9,281.99	2,320.50	11,602.49	-
	1804588		Storm Structure Materials		3	11,957.93		11,957.93	9,566.34	2,391.59	11,957.93	-
	1803934		Credit / Restock Fee		3	(1,642.70)		(1,642.70)	(1,314.16)	(328.54)	(1,642.70)	-
	R458351		Water Main Materials		4	172,075.38		172,075.38	137,660.30	34,415.08	172,075.38	-
Totals						\$ 783,948.88	\$ -	\$ 783,948.88	\$ 627,159.10	\$ 156,789.78	\$ 783,948.88	\$ -

CITY OF OLIVIA
AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 2nd day of October, 2023, by and between the City of Olivia (“City”) and Jodell Gilberts as follows:

WHEREAS, The City of Olivia desires to have an Emergency Management Coordinator (appointed by the Mayor) who is responsible for its organization, administration, and operation – subject to the direction and control of the City Council; and

WHEREAS, The City and Jodell Gilberts agree and it is understood that Emergency Management Coordinator duties include:

1. Coordinate emergency response training for staff, volunteers, and other responders in the field.
2. Coordinate resources and equipment needed for community to assist in responding to an emergency.
3. Meet with County Emergency Manager and public safety officials regarding effective response planning.
4. Work alongside or with local, county, and state government officials developing strategies to ensure proper planning for emergency situations.
5. Works independently under the supervision of the City Administrator.
6. Maintain, promote and monitor public alerting system within the City to ensure operation at all times. (e.g. local sirens, Code Red, etc.)
7. Updates the City council on the activities of the emergency management department on a quarterly basis or more frequently if needed or requested.
8. Prepare and implement a budget for Emergency Management duties and responsibilities.
9. Develop and maintain plans and programs as necessary for the timely and efficient delivery of emergency services to citizens of the city, consistent with statutory requirements, resulting from natural or man-made emergencies or disasters.
10. Plan and partake in training and exercises with partner groups and agencies to enhance preparedness and test plans.
11. Assists City departments with development and implementation of emergency, disaster and recovery plans and procedures specific to each department.

12. Collect data from Department Heads after an emergency regarding financial effects, employee hours, use of equipment, etc., for reimbursement documentation to be submitted to the Renville County Emergency Manager for reimbursement applications at the County level.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Jodell Gilberts agrees to accept the position of City Emergency Management Coordinator and perform the duties of the position by continuing the implementation of the citywide Emergency Management Program.
2. The City shall pay Jodell Gilberts an annual salary of \$6,000.00 in four (4) installments during the term of this agreement, commencing October 2, 2023. The City also agrees to compensate Jodell Gilberts at a rate of \$35 per hour while providing services during City wide emergencies and/or while undertaking special projects that receive City Council approval before commencing.
3. The expenditure of funds made available through this agreement must adhere to the line items in the budget. Jodell Gilberts may request a budget revision to the budget by formal request with the Finance Director and approval by City Council on an annual basis. Jodell Gilberts shall not, without the express written approval of the City, purchase any equipment or incur any cost or expense in the name of, or on behalf of, the City.
4. A probationary period of 6 months will take effect at the start of this agreement.
5. Either party shall have the right to terminate this Agreement upon thirty-days (30) written notice to the other party.

IN WITNESS WHEREOF, The City and Jodell Gilberts have executed this Agreement this _____ day of _____, 2023.

EMERGENCY MANAGEMENT COORDINATOR

CITY OF OLIVIA

By: _____
Jodell Gilberts

By: _____
Jon Hawkinson, Mayor

By: _____
Jasmine Miller, Deputy Clerk

**CITY OF OLIVIA
RESOLUTION 2023-96**

Calling for a Public Hearing for the Final Assessments for Unpaid Refuse Fees

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

1. Public Hearing. The City shall meet on Monday, October 16, 2023, at approximately 5:30 p.m. or soon thereafter to hold a public hearing on the following matter; to consider final assessments for unpaid refuse fees.

2. Notice of Hearing. Unpaid Refuse Accounts. The City Staff is hereby authorized to cause the following notice of the hearing to be published as required and to place a copy of the unpaid refuse accounts on file at City Hall and to make such copies available for inspection by the public.

Notice is hereby given that the City of Olivia will hold a Public Hearing on October 16, 2023 at 5:30 P.M. or soon thereafter at Olivia City Hall in the Council Chambers.

Written or oral objections will be considered at the meeting.

Approved by the Olivia City Council this 2nd day of October, 2023.

Jon Hawkinson, Mayor

Attest:

Jasmine Miller, Deputy Clerk

**City of Olivia, Minnesota
RESOLUTION 2023-97**

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT
IMPROVEMENT EXCLUDING LAND ACQUISITION**

It is resolved by the City of Olivia as follows:

1. That the state of Minnesota Agreement No. 1055000,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A6501-39 at the Olivia Municipal Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Olivia.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Olivia ("Grantee").

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on September 26, 2023, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A6501-39**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – City of Olivia Grant Request Letter; Exhibit 'B' – Credit Application**

2 Grantee's Duties

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



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

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

3 **Time**

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

4 **Cost and Payment**

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Avgas Fuel System Credit Card Reader	0.00%	70.0%	30.0%
Federal Committed:	\$ <u>0.00</u>		
State:	\$ <u>11,464.01</u>		
Grantee:	\$ <u>4,913.15</u>		

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

4.2 **Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 11,464.01.



4.5 Payment

Invoices. Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

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



5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or his successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Elizabeth Torkelson City Administrator; (320) 523-2361

etorkelson@olivia.mn.us

City of Olivia

1009 West Lincoln Ave

Olivia, MN 56277

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

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

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

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

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

8 Liability

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



9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.1 Obligations

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

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



procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination; Suspension**

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.



15 Data Disclosure

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

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

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

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

20 Additional Provisions

[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



September 25, 2023

RE: Olivia Regional Airport
State FY 2024 Grant Request
Install Credit Card Chip Reader

Luke Bourassa, Regional Engineer
MnDOT Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155-1800

SP A6501-39 Contract # 1055000

Dear Mr. Bourassa,

The City of Olivia is requesting a grant from the MnDOT Office of Aeronautics for the Olivia Regional Airport (OVL) for State Fiscal Year 2024. The grant request is for the installation of a credit card chip reader. Actual cost associated with this project is shown below:

Furnish and Install Credit Card Reader (Zahl Petroleum)	\$15,597.16
5% Contingency (if grant is not issued before quote expires)	\$780.00
Total	\$16,377.16
MnDOT Share – 70%	\$11,464.11 \$11,464.01 (AVE)
Local Share – 30%	\$4,913.15

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$11,464.01. Please contact me if you have any questions or need further information. Thank you for supporting the Olivia Regional Airport.

Sincerely,

See Attachment for cost splits.

Elizabeth Torkelson, City Administrator
City of Olivia, Minnesota

Cc: Brian Conklin, MnDOT Office of Aeronautics
Adinda Van Espen, SEH

Enclosure:
Zahl Petroleum Quote

Airport: Olivia Regional Airport
Ident: OVL
Sponsor: City of Olivia
State Project: A6501-39
State Agreement #: 1055000
Description: Install Credit Card Reader
Version Date: 8/11/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
	Furnish and Install Credit Card Reader (Zahl Petroleum)	\$ 15,597.16	70%	\$ 10,918.01	\$ 4,679.15
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
CONSTRUCTION SUBTOTAL		\$ 15,597.16		\$ 10,918.01	\$ 4,679.15
Engineering	Description	Total		State	Local
	N/A	\$ -	70%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
ENGINEERING SUBTOTAL		\$ -		\$ -	\$ -
Administration	Description	Total		State	Local
	5% Contingency (if grant is not issued before quote expires)	\$ 780.00	70%	\$ 546.00	\$ 234.00
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
ADMINISTRATION SUBTOTAL		\$ 780.00		\$ 546.00	\$ 234.00
		Grant Amounts \$ 16,377.16		\$ 11,464.01	\$ 4,913.15
		Grant Percentages 100.00%		70.00%	30.00%

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

Delinquent Utility Bills - 2023

Certify for Assessment to 2024 Taxes

Acct	Parcel	SvcStreet	Amount	Dt Pd/Initials
02-022200-07	35-04395-00	210 S 13th S	6369.13	
03-031000-02	35-00720-00	821 Lincoln Ave East	5543.14	
04-028800-09	35-03840-00	102 13th Street North	\$ 620.48	
05-063900-07	35-03640-00	704 Elm Ave East	\$ 155.66	
05-065100-07	35-03845-00	702 E Evergreen Ave	\$ 616.78	
05-068700-06	35-03485-00	608 Walnut Ave East	\$ 59.22	
05-069200-01	35-03405-00	613 Walnut Ave East	\$ 1,676.18	
06-076700-00	35-02835-00	611 Lincoln Ave East	\$ 105.55	
06-077000-02	35-02890-00	616 DePue Ave East	\$ 484.64	
06-080300-00	35-00710-00	821 Lincoln Ave West	\$ 1,373.81	
06-080300-01	35-00710-00	821 Lincoln Ave West	\$ 1,398.55	
06-080500-00	35-00725-00	831 Lincoln Ave East	\$ 2,518.67	
06-080500-01	35-00725-00	831 Lincoln Ave East	\$ 4,298.12	
06-080600-00	35-00725-00	831 Lincoln Ave East AptWa	\$ 1,177.63	
06-080600-01	35-00725-00	831 Lincoln Ave East AptWa	\$ 1,037.37	
06-080700-03	35-00710-00	103 9th Street South	\$ 1,659.17	
06-080700-98	35-00710-00	103 9th Street South 1	\$ 1,068.05	
06-080800-06	35-00710-00	103 9th Street South 2	\$ 833.54	
06-080800-08	35-00710-00	103 9th Street South 2	\$ 903.02	
06-080900-07	35-00710-00	103 9th Street South #3	\$ 1,311.78	
06-080900-98	35-00710-00	103 9th Street South 3	\$ 848.10	
06-081000-00	35-00730-00	105 9th Street South Sew	\$ 1,213.40	
06-081000-01	35-00730-00	105 9th Street South Sew	\$ 1,945.81	
06-081100-03	35-00730-00	105 1/2 9th Street South	\$ 1,044.89	
06-081100-04	35-00730-00	105 1/2 9th Street South	\$ 1,027.52	
06-081200-00	35-00735-00	109 9th Street South Radio	\$ 1,167.48	
06-081200-01	35-00735-00	109 9th Street South Radio	\$ 928.83	
07-055600-11	35-01585-00	605 9th Street South	\$ 178.02	
07-093500-06	35-06722-00	301 Fairview Ave East	\$ 988.20	
09-122600-01	35-04985-00	407 2nd Street South	\$ 149.94	
10-065521-13	35-04153-00	701 7th St North # 207	\$ 310.65	
10-065528-11	35-04153-00	701 7th St North # 208	\$ 209.72	
10-101412-24	35-03860-00	808 E Evergreen Ave #102	\$ 46.28	
10-101422-18	35-03860-00	808 East Evergreen # 202	\$ 251.40	
10-101423-23	35-03860-00	808 E Evergreen Ave #203	\$ 224.25	
10-101438-19	35-03860-00	808 Evergreen Ave East # 308	\$ 118.81	

City Council Action Item

Subject: Ordinance Amendments to Section 30.07 related to writing requirements and Section 30.10 related to attestation of Ordinances

Meeting Date: October 2, 2023
Submitted/Presented by/Department: Pam Whitmore, Interim City Attorney
Action Type
<input type="checkbox"/> Consent Item <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Discussion/Direction <input type="checkbox"/> Informational Only <input type="checkbox"/> Report <input checked="" type="checkbox"/> Other: Ordinance
Action
Discuss existing ordinance language and its conflict with state law And Have first reading on ordinance.
Background
<p>The City of Olivia is a statutory city located in the County of Renville, State of Minnesota and, as a statutory city, must comply with Minnesota Statutes Chapter 412. Minnesota Statutes, Section 412.191, subd. 4 sets forth the statutory criteria for ordinances, which includes being signed by the mayor and attested to by the city clerk, not the city administrator. Additionally Minnesota Statutes, Section 412.201 sets forth the statutory criteria for the execution of written instruments and requires execution of those documents on behalf of the city by the mayor and the city clerk.</p> <p>Section 31.15 of the City Code establishes the position of City Administrator but does not designate the City Administrator as a clerk or deputy clerk for purposes of attesting to ordinances, resolutions or executing documents. The City has been having the City Administrator attest documents, including ordinances. This proposed ordinance amendment aligns the City Code with state law.</p>

City Council Action Item

Subject: Ordinance Amendments re: Attestation

Attachments	
Draft of ordinance amendments.	
Previous Relevant Actions	
Alternatives	
Financial	
Budgeted: <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No Financial Impact
Fund:	
Department:	
Account:	
Amount:	

ORDINANCE NO. 2023-05

**CITY OF OLIVIA
COUNTY OF RENVILLE
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING SECTION 30.07 RELATED TO WRITING REQUIREMENTS
AND SECTION 30.10 RELATED TO ORDINANCES.**

WHEREAS, the City of Olivia is a statutory city located in the County of Renville, State of Minnesota; and

WHEREAS, statutory cities must comply with Minnesota Statutes Chapter 412; and

WHEREAS, Minnesota Statutes, Section 412.191, subd. 4 sets forth the statutory criteria for ordinances, which includes being signed by the mayor and attested to by the city clerk, not the city administrator; and

WHEREAS, Minnesota Statutes, Section 412.201 sets forth statutory criteria for the execution of written instruments and requires execution of those documents on behalf of the city by the mayor and the city clerk; and

WHEREAS, Section 31.15 of the City Code establishes the position of City Administrator but does not designate the City Administrator as a clerk or deputy clerk for purposes of attesting to ordinances, resolutions or executing documents.

Now therefore, the City Council of the City of Olivia does ordain:

SECTION 1. Olivia City Code of Ordinances, Section 30.07 WRITING REQUIREMENTS is hereby amended by adding the following underscored text and deleting the strikethrough:

30.07 ~~WRITING REQUIREMENTS.~~ RESOLUTIONS & MOTIONS

(A) Resolutions.

(i) ~~Resolutions all in writing. All resolutions shall be in writing.~~ Procedure on Resolutions. Every resolution shall be presented in writing before a vote is taken thereon, unless the written requirement is dispensed with by unanimous consent.

(ii) Signing of Resolutions. Every Resolution passed by the Council shall be signed by the Mayor, attested by the City Clerk.

(B) Motions reduced to writing. Every motion shall be reduced to writing if the chair or any member requires it. A motion then made and seconded, shall be stated by the Chairperson or being written shall be read by the Administrator, and may be withdrawn before decision or amendment, or any disposition thereof has been made, or a vote taken thereon. The following motions need not be reduced to writing: to adjourn, postpone, reconsider, commit, lay on the table, or to act on the previous question.

SECTION 2. Olivia City Code of Ordinances, Section 30.10 ORDINANCES is hereby amended by adding the following underscored text and deleting the strikethrough:

30.10 ORDINANCES.

(A) Procedure. Ordinances are enacted in accordance with the procedures set forth in the laws of Minnesota. Every ordinance shall be enacted by a majority vote of all the members of the council except where a larger number is required by law. After an ordinance shall have passed, a complete and accurate copy as amended shall be made by the Administrator and shall be signed by the Mayor or in his or her absence by the Acting Mayor and attested to by the city deposited with the clerk Administrator, who shall attest, seal, number, file, publish, and record or place the same permanently in the ordinance book. Entry of the complete ordinance as amended directly into the ordinance book and original signatures and seal thereon shall be in compliance with the laws of Minnesota this section. The affidavit of publication shall be permanently inserted in the ordinance book after each ordinance. Every ordinance shall be recorded in the ordinance book within 20 days after publication of the ordinance or its title and summary. All ordinances shall be suitably entitled and shall be substantially in the style. "The City Council of ordains:" Any ordinance not included in this code by council direction is a special ordinance. The city clerk must maintain an up-to-date, indexed record of all special ordinances. The council may direct that special ordinances and others be included in appendices to this code.

(B) Publication. Ordinances shall be published once in the official newspaper.

(C) Effective Date. Unless otherwise specified within the ordinance, an ordinance becomes effective after its publication in the official newspaper.

(D) Lengthy Ordinances. In the case of lengthy ordinances, or ordinances which include charts or maps, if the city council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the council may by a four-fifths vote of its members direct that only the title of the ordinance and a summary be published with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the city clerk and any other location which the council designates. A copy of the entire text of the ordinance shall be posted in the community library, if there is one, or if not, in any other public location which the council designates. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or eight-point type. Proof of the publication shall be attached to and filed with the ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective on the first day of publication after adoption.

Passed this 2nd day of October, 2023.

Jon Hawkinson, Mayor

ATTEST _____

Jasmine Miller, City Clerk

**City of Olivia, Minnesota
RESOLUTION NO. 2023-98**

**DECLARING COST TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED
ASSESSMENT, AND CALLING FOR HEARING ON PROPOSED ASSESSMENT**

WHEREAS, costs have been determined for the DePue Avenue Improvement Project, for the construction of sanitary sewer, sanitary sewer services, water main, water services, storm sewer, concrete curb and gutter, aggregate base, bituminous street surfacing, turf restoration, and miscellaneous items required to complete the improvements, and the estimated final contract price for such improvements is \$8,322,500, and the estimated final expenses incurred or to be incurred in the making of such improvements amount to \$1,480,210, so that the estimated final total cost of the improvements will be \$9,802,710.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OLIVIA, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$7,733,758.41, and the portion of the cost to be assessed against benefited property owners is declared to be \$2,068,951.59.
2. Assessment shall be payable in equal annual installments extending over a period of 20 years, the first of the installments to be payable on or before the first Monday in January 2024, and shall bear interest at the rate of 5.00 percent per annum from the date of the adoption of the assessment resolution.
3. The City Administrator, with the assistance of the consulting engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
4. A hearing shall be held on the 30th day of October, 2023, in the Olivia City Hall at 5:30 p.m. or soon thereafter, to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The City Administrator shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the Renville County Auditor-Treasurer, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City of Olivia, except that no interest shall be charged if the entire assessment is paid

by November 29, 2023. He may at any time thereafter, pay to the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 2nd day of October, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, Deputy Clerk



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council

FROM: Justin Black, PE (Lic. MN)

DATE: October 2, 2023

RE: Special Assessments on Depue Avenue Project
SEH No. OLIVA 168963

The assessment rates for the water main, water services, sanitary sewer main, sanitary sewer services and concrete driveways were capped at the estimated values. The street, bituminous driveway and sidewalk assessments were calculated based on the unit prices submitted in the low bid. It is recommended to adopt these rates for the following reasons:

- Per state statute the assessment cannot exceed the special benefit measured by the increase in market value due to the improvement.
- Project assessments are at the upper range of comparable assessments in other cities.
- The overall project cost are below the funding levels secured by USDA-RD Loans and City General Obligation bonds.
- Per state statute the assessment rates can only be decreased from what was estimated and presented at the initial project Public Hearing. The rates can only be adjusted higher if the city re-starts the entire public improvement process for the project.

Mn Statutes Chapter 429 gives cities authority to levy special assessments. Special assessments are a charge imposed on properties for a particular improvement that benefits a property. Many cities across the state levy assessments for street and utility improvement projects. Policies vary from city to city across the state. Most often the rates are based on the construction cost. Although it is common to use the construction cost to determine the assessment rates, the language in state statute looks at the benefit value to the property not the cost of the improvement when determining if assessments are valid.

As noted in the League of Minnesota Cities (LMC) Special Assessment Toolkit (<https://www.lmc.org/resources/special-assessment-toolkit/>), one of the primary issues with utilizing Chapter 429 is the requirement that the amount of the assessment must bear a direct relationship to the value of the benefits the property receives. The statute notes that special assessments are presumably valid if:

- The land receives a special benefit from the improvement.
- The assessment does not exceed the special benefit measured by the increase in market value due to the improvement.
- The assessment is uniform as applied to the same class of property, in the assessed area.

Special assessments are appealable to district court, and courts have routinely upheld decisions that went against the city if there is a lack of adequate evidence of these measures being addressed. In particular, it is extremely difficult to establish an accurate "increase in market value" as the value of new

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infrastructure is often subjective and before vs. after values problematic to quantify. See attachments with newspaper articles regarding recent cities that have encountered assessment objections.

SEH gathered assessment data from several cities that completed projects in 2022. Typical assessments were noted as follows:

- Cambridge: \$6,700/lot for full street and utility improvements regardless of lot width
- Oakdale: \$52/foot for street pavement (\$4,160 for typical 80 foot lot)
- Mora: \$9,125 for a 75 foot wide lot and \$9,425 for a 99 foot wide lot
- Pine City: \$8,932 for 115 foot wide lot
- Glencoe: \$11,250 for 66 foot wide lot (2022 rate)
- Hutchinson: \$11,280 for 66 foot wide lot (2022 rate)
- New Prague: \$15,030/lot for full Street and Utilities regardless of lot width
- Montgomery: \$9,406/lot for full Street and Utilities regardless of lot width
- Morristown: \$14,800–16,200 for typical full Street and Utilities

On the Depue project a total of 109 properties were assessed, with assessments totaling approximately \$2,100,000. Assessments ranged from \$3,600 to over \$45,000. A typical 75 foot wide lot has an assessment of \$18,350 for street, sanitary sewer and water main. This does not include a driveway or sidewalk assessment that may also apply to some properties.

The **estimated assessment rates** for the Depue Avenue project were calculated based on the city's assessment policy using construction cost estimates and presented at a public hearing. The bid results in May of 2022 came in 8.6% above the construction estimate as supply chain issues and labor costs continued to rise in the construction industry. The cost increases were mostly in the pricing of pipe materials. Pricing on street related items were below estimate. After the bid opening, loan amounts from USDA-RD were increased to cover the overall cost increase of the project, allowing the project to move forward. A funding package was set in place after the bid opening that included a 5% contingency (\$400,000). The project is near completion and projected to come in below budget without use of the contingency funding.

Based on the above information, it is recommended that the city utilize the rates shown in the attachment. This includes capping the assessment rates at the estimated values and using the calculated rate for the improvements that are less than the estimates. These are the rates that were used in the draft assessment roll presented to the city council at the October 2, 2023, city council meeting.

jb
Attachments:

**ASSESSMENT RATES
DEPUE AVENUE IMPROVEMENT PROJECT
OLIVA, MINNESOTA
SEH NO. OLIVA 168963
OCTOBER 2, 2023**

Item	Estimated Assessment Rate	Final Assessment Rate
Water Main	\$31 per LF	\$31 per LF
Water Service Line	\$2,700 per Unit	\$2,700 per Unit
Sanitary Sewer Main	\$29 per LF	\$29 per LF
Sanitary Sewer Service Line	\$2,000 per Unit	\$2,000 per Unit
Reconstructed Street, Curb and Gutter	\$136 per LF – Residential \$148 per LF – Commercial \$218 per LF – Downtown Commercial	\$122 per LF – Residential \$137 per LF – Commercial \$211 per LF – Downtown Commercial
Concrete Driveway	\$5.66 per SF – Residential \$6.57 per SF – Commercial	\$5.66 per SF – Residential \$6.57 per SF – Commercial
Bituminous Driveway	\$3.72 per SF – Residential	\$1.11 per SF - Residential
Concrete Service/Entry Sidewalk	\$5.73 per SF	\$4.33 per SF

ST. CLOUD

Minnesota street projects often are funded by hefty assessments. But is that fair or legal?

St. Cloud grapples with an issue that other cities have been addressing.

By Jenny Berg (<https://www.startribune.com/jenny-berg/7367899/>) Star Tribune |

OCTOBER 23, 2022 — 5:00PM

ST. CLOUD — Mary Hall got an unexpected \$6,300 bill from the city three years ago. It was her share of the neighborhood project to resurface the road and replace underground utilities.

Hall thought the city was charging too much based on what her neighbor told her about state law: that a city can't assess someone for more than their property value increases due to project improvements. But her husband had just died and she didn't have the heart to fight City Hall.

Meanwhile, Hall's neighbors Kevin and Julianna Carpenter sued the city in district court, and the city ultimately lowered the Carpenters' \$14,000 bill to \$4,000. So the Carpenters — who live in a historic \$330,000 house — paid less than the widow in her \$100,000 house for the same road project.

"How does the city possibly think that's fair?" asked Kevin Carpenter, a retired lawyer who is trying to get the city — or state — to change how it assesses property owners. Carpenter has spent hundreds of hours tackling the issue with city staff and through the state court system.

Cities around the state routinely charge property owners for improvements to roads and sidewalks. But in the past few years, a number of cities — including Duluth, Rochester, Edina and Northfield — have changed the way they pay for road projects in an effort to be more equitable and stay within the law.

Despite the state law, many cities do not consider market value at the front-end of a project. Instead, some cities, such as St. Cloud, assess property owners based on how many feet of the property touches the street being improved. Minnesota case law has determined this so-called "front footage" method is valid because it is a fair approximation of the market value increase.

Carpenter calls the policy regressive because it doesn't take into account a homeowner's income or ability to pay.

But St. Cloud City Administrator Matt Staehling argues special assessments are an important funding source that allow the city to obtain bonds to finance the street improvement projects.



JENNY BERG, STAR TRIBUNE

Kevin and Julianna Carpenter sued the city of St. Cloud after being assessed nearly \$14,000 for road improvements near their home. After

What other cities are doing

"It's an issue people care about. It's hitting their pocketbooks," said Tyler Niemeyer, assistant city engineer for Rochester, where a task force recently spent more than a year drawing up a new assessment policy. Now simple road resurfacing projects are funded through a tax levy instead of assessments. And larger projects proportion the cost based on people's property values, resulting in assessments that likely will be lower than using the front footage method, Niemeyer said.

In Duluth, the city has entirely moved away from assessments for road projects, instead using proceeds from a sales tax that voters approved in 2017.

"We haven't given up the ability to assess. We're choosing not to at this time," said City Engineer Cindy Voigt, who added it's easier to manage the projects when residents "know they don't have to pay for it on top of the dust, the dirt and the inconvenience."

Northfield charges a gas and electric franchise fee that residents pay on their utility bill, which helps spread out the cost. An Edina task force spent eight months crafting a policy that transitions from funding road projects with assessments to funding projects with property taxes over about two decades. The Edina City Council approved the policy in July 2021.

"So instead of just the neighborhood paying for their streets, the entire city is paying for city streets," said Chad Millner, engineering director for Edina.

Millner said the long transition is to placate residents upset after paying recent assessments. Their logic was, "I had to pay the fee so everyone else should, too," Millner said. "We never solved the fairness problem."

Burden is on property owners

Another complicating factor is that the onus is on residents to prove the assessment is greater than the increase to their property value.

So homeowners have to use time and resources to contest the assessment with the city and file a lawsuit in district court, which costs about \$300.

"I don't think the burden should be on the resident to know the back-channel law and have to fight it," said Jason Theisen, a St. Cloud resident who fought his \$16,500 assessment for a 2018 road project. "I think [the city] should just be following what the law is."

Kevin Carpenter helped Jason and Kathryn Theisen filed an appeal in district court. The city then obtained an appraisal of their property and reduced their assessment to \$5,000.

"In our opinion, the work needed to be done. Infrastructure is important. We had no issue paying something," Jason Theisen said. "Just when we got the sticker shock of the initial amount, it was like, holy moly."

After hearing Carpenter's complaints about his assessment, longtime Council Member George Hontos asked city staff and other council members to consider simplifying the process for residents to re-examine their assessments before needing to go to court. But it never materialized.

"I just feel uncomfortable thinking [suing the city is] the only recourse," Hontos said. "It just doesn't seem to be user friendly or considerate of the residents."

Do road projects even affect home values?

Voigt, the city engineer in Duluth, said residents often are concerned their taxes are going to increase with street projects.

"I tell people at those public meetings that it's not going to increase their taxes," she said. "Because the value didn't increase."

Jake Pidde, Stearns County assessor, oversees the office that assigns values and classifications to taxable property. He said many elements go into appraised value but his office usually doesn't consider street projects unless the road was improved from gravel to asphalt.

"A new street may give the property more curb appeal but not necessarily more value," Pidde said. "If anything, it may help the house sell sooner."

After Carpenter sued the city and his house was appraised, the lawsuit was dismissed by both parties because the appeal on the \$14,000 assessment became moot once the city lowered the bill. However, Carpenter sought clarity on the law by filing an appeal — trying to force the court system to rule on the legality of the assessment process.

The appeals court ruled in favor of the city, saying the lawsuit was moot. But neither court made a determination on the legality of the assessment process so Carpenter asked the Minnesota Supreme Court to review the case. In September, Carpenter learned the court denied his request.

Although unsuccessful so far, Carpenter is talking to neighbors and elected leaders to build momentum for change. He's also spoken with a lawyer who is considering a class action lawsuit, which hopefully would bring clarity to the thousands of property owners in the state who could be getting assessed for far more than is legal.

"My hope would be the city is embarrassed by the situation," Carpenter said.

Jenny Berg covers St. Cloud for the Star Tribune. **Sign up** to receive the new St. Cloud Today newsletter.

jenny.berg@startribune.com BergJenny

West Central Tribune

Willmar City Council finally resolves 2022 street improvement assessments by adopting a 30% reduction

After twice continuing to later meetings the public hearing for the assessments for the 2022 street improvement projects, the Willmar City Council on Tuesday adopted the final assessment roll with a 30% reduction across the board.

By [Jennifer Kotila](#)

October 14, 2022 04:56 PM

[WILLMAR](#) — The third time's the charm for the Willmar City Council as it took action Tuesday to adopt the 2022 street improvement project assessment roll with an across-the-board 30% reduction in response to the volume of objections from property owners.

The process started at the Aug. 15 City Council meeting when the public hearing first took place to hear objections to individual assessments. That hearing was continued to Sept. 6 to gather additional information, and the council also decided at that meeting to hear additional objections.

The hearing was again continued to the special City Council meeting Tuesday in order to allow city staff time to examine each objection and offer resolutions.





A member of Bolton & Menk, the city of Willmar's engineering firm, watches as road work is conducted along Sixth Street Southwest in Willmar on Tuesday, Aug. 16, 2022. The Willmar City Council this week finalized the assessment roll for the 2022 program of street and other improvements.

City Attorney Robert Scott on Tuesday offered his recommendations on addressing the assessment roll and the objections, which was to approve a modified and reduced assessment roll, subject to the council's separate decisions regarding individual objections.

"Obviously, for those who have been on the council and seen this process play out for years, we are going in a little different order and doing things a little differently, and I think that is justified here, given the circumstances this year," Scott said, noting that there is not typically as many objections to assessments as there were this year.

The city heard 48 objections over the course of the two meetings. Individual property assessments in the original proposal ranged from about \$1,500 to more than \$77,000, with most being in the \$5,000 to \$20,000 range.

"Given the quantity of objections this year, we thought it would make sense for the council to consider making an across-the-board modification first, adopting the roll subject to your specific resolution of each of the objections as a second step," Scott added.

City engineer Jared Voge of Bolton & Menk on Tuesday presented the council with the modified assessment roll, which reduced assessments by approximately 30% from what was originally proposed in August. The council adopted the modified assessment roll before addressing individual objections to the assessments.

The reduction in assessments across the board was approximately \$500,000, and the council will address where that money will come from at a future meeting, according to Mayor Marv Calvin.

Total assessments were approximately \$2.4 million before the reduction.

The total cost for the 2022 program of street and other improvement projects is approximately \$9.2 million, which includes street reconstruction as well as sanitary sewer, water mains, storm sewer and mill and overlay.

The assessment rate per linear foot varies by the type of project. Prior to the modifications, street reconstruction was assessed at \$87.75 per linear foot, for example, and mill and overlay was assessed at \$58.50 per linear foot. Some sanitary sewer and water service projects were a flat amount.



A worker uses a road roller to compact new road material deposited along Sixth Street Southwest on Tuesday, Aug. 16, 2022.

Several of the objections property owners made referenced the special benefit principle, which Scott explained to the council. It is defined in the city's assessment policy and drafted to comply with state law.

"The special benefit holds that the city should not, must not, specially assess any portion of private costs against a property that benefits from a project in an amount greater than the increase in market value to that property that is attributable to the improvements," he said.

Scott explained how city staff applied the special benefit principle.

"As you are aware, the city's assessment roll was prepared by the engineers, essentially taking a percentage of the various project costs and applying that to each property that benefited from the project on a footage basis," Scott said. "That had been the subject of some of the testimony at previous meetings. I do want the city to know that is a valid basis to approximate a market value increase to the properties that benefited from the improvement projects."

Individual objections related to the special benefit principle were denied Tuesday due to the adoption of the modified and reduced assessment roll, and Voge's recommendation that the city has assessed the property in accordance with the assessment policy and the improvements are a benefit to the property and equivalent to the amount assessed.

Other individual objections were denied based on the merit of the objections, and some objections were granted based on miscalculations on property frontage or misclassification of the property.

Some of the objections related to a property owner's ability to pay due to their status as a senior citizen or a veteran. Those objections were denied due to there being an application process for deferments in those cases.

Some of the assessments were removed from the assessment roll due to the property not being buildable or developable, which is in accordance with the city's assessment policy.



A driver for Duinick Inc. hauls away dirt along Charlotte Street Southeast road construction in Willmar on Tuesday, Aug. 16, 2022.

During council deliberations, Councilor Justin Ask asked how the city had gotten to this point.

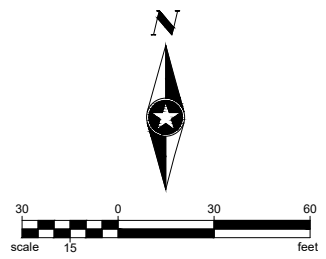
"My experience in working with your staff and the engineers has been simply trying to listen to the both the sheer quantity of objections that have been made at previous meetings and the council discussion, and the current concerns of the values of the assessment, and come up with an option for the council that would address both of those acts," Scott said.

"That's helpful to hear, and it is good to hear that the city is responding to what the community felt was excessive and is taking action," Ask said.

The improvement projects are being financed through bonds, which have already been sold. A requirement for the bonds being sold without having to go to a referendum of voters is that at least 20% of the project costs need to be assessed, according to state statute.

"I will tell you that the proposed revisions to the assessment roll prepared by your engineers have kept this in mind and reflect a reduction that still has the city meeting the 20% requirement," Scott said.

The council on Tuesday also approved a motion reducing individual assessments by 25% based on the life expectancy of a reconstructed street for a street that had been reconstructed in 2007. The life expectancy of a street is 20 years, and it has only been 15 years since the street was last reconstructed.



T.H. 71

1 WATER SERV
96.22' WATER MAIN
96.22' COMM STREET
\$18,865

1 WATER SERV
241' WATER MAIN
241' RES. STREET
314 SQ FT DRIVEWAY
131 SQ FT SIDEWALK
\$41,917

1 WATER SERV
100' WATER MAIN
100' RES. STREET
97 SQ FT SIDEWALK
\$18,420

1 WATER SERV
100' WATER MAIN
100' RES STREET
PAVERS (116 SQ FT)
\$18,502

100' STREET
80 SQFT SIDEWALK
\$12,546

REDWOOD FINANCIAL INC
35-02231-00

KNOKE
35-021351-00
1114 DEPUE AVE

LARSON
35-02125-00
1110 DEPUE AVE

APONTE
35-02115-00
1106 DEPUE AVE

ROBIDEAU
35-02105-00
1102 DEPUE AVE

CITY OF OLIVIA
35-00595-00
1008 DEPUE AVE

1114

1110

1106

1102

1008

DEPUE AVENUE

DEPUE

11TH STREET

138.4'

116.42'

150'

125'

150'

150'

CITY OF OLIVIA
35-02076-00
1117 DEPUE AVE

HANSON
35-02075-00
1113 DEPUE AVE

KUBESH
35-02070-00
1107 DEPUE AVE

MACK
35-02055-00
202 11TH ST S

VISSER
35-06565-00
1007 DEPUE AVE
UNIT #204

ELMCREST PROP LLC
35-06561-00
1007 DEPUE AVE
UNIT #102

ELMCREST PROP LLC
35-06564-00
1007 DEPUE AVE
UNIT #203

1 WATER SERV
116.42' WATER MAIN
116.42' RES. STREET
121 SW FT SIDEWALK
\$21,036

1 WATER SERV
150' WATER MAIN
150' RES. STREET
324 SQ FT DRIVEWAY
96 SQFT SIDEWALK
\$27,900

1 WATER SERV
125' WATER MAIN
125' RES STREET
292 SQ FT DRIVEWAY
27 SQ FT SDIEWALK
\$23,595

150' SIDELOT RES STREET
187 SQ FT DRIVEWAY
73 SQ FT BIT DRIVEWAY
\$10,289

DEPUE AVENUE

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DESIGNER:	X
CHECKED BY:	X

DESIGN TEAM	NO.	BY	DATE	REVISIONS



I HEREBY CERTIFY THAT THIS PLAN 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.
Date: 11/11/2020 JUSTIN BLACK, PE Lic. No. 43373

OLIVIA, MINNESOTA

ASSESSMENT MAP
DEPUE AVE IMPROVEMENT PROJECT

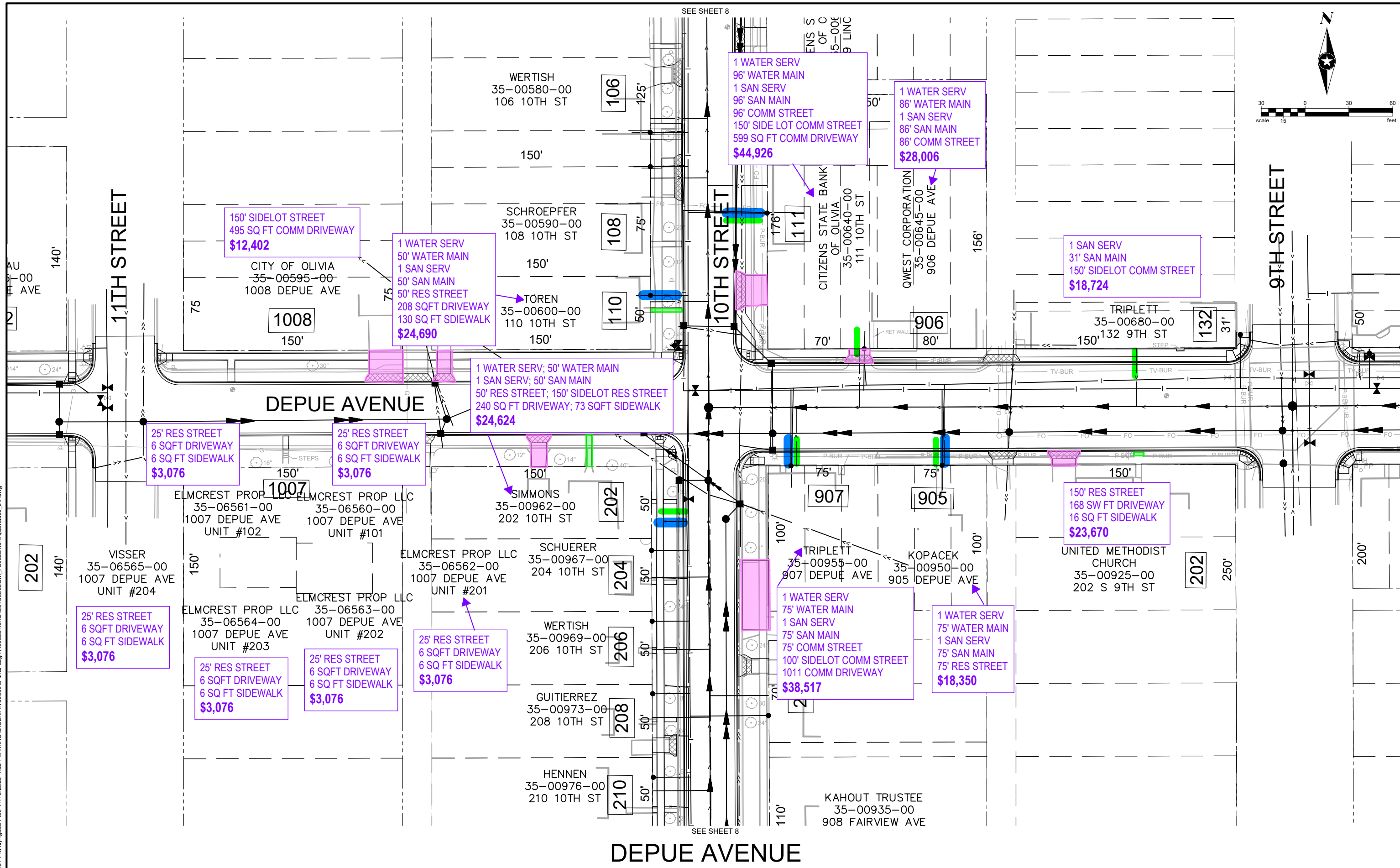
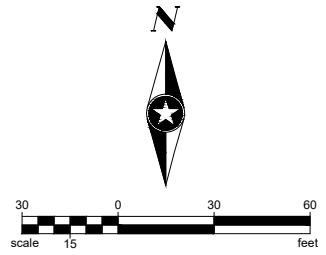
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SEE SHEET 8

SEE SHEET 8



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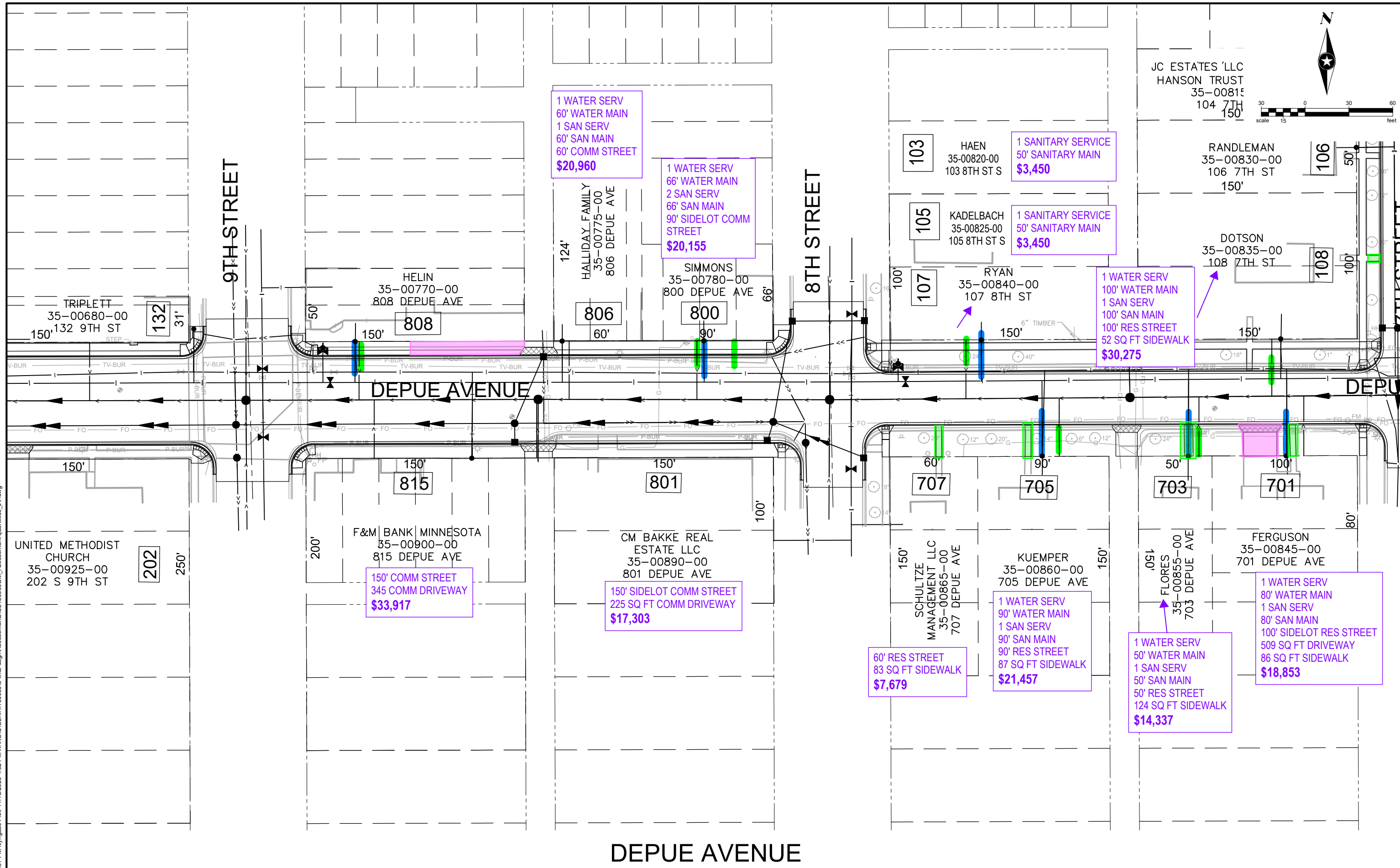
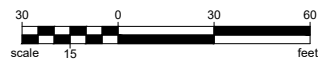
Justin Black, PE
Date: 11/11/2020 Lic. No. 43373

OLIVIA, MINNESOTA

ASSESSMENT MAP
DEPUE AVE IMPROVEMENT PROJECT

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DESIGN TEAM	NO.	BY	DATE	REVISIONS	



PHONE: 800.838.8666
1390 HWY. 15 S.
SUITE 200, PO BOX 308
HUTCHINSON, MN 55350
www.sehinc.com

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Date: 11/11/2020 JUSTIN BLACK, PE Lic. No. 43373

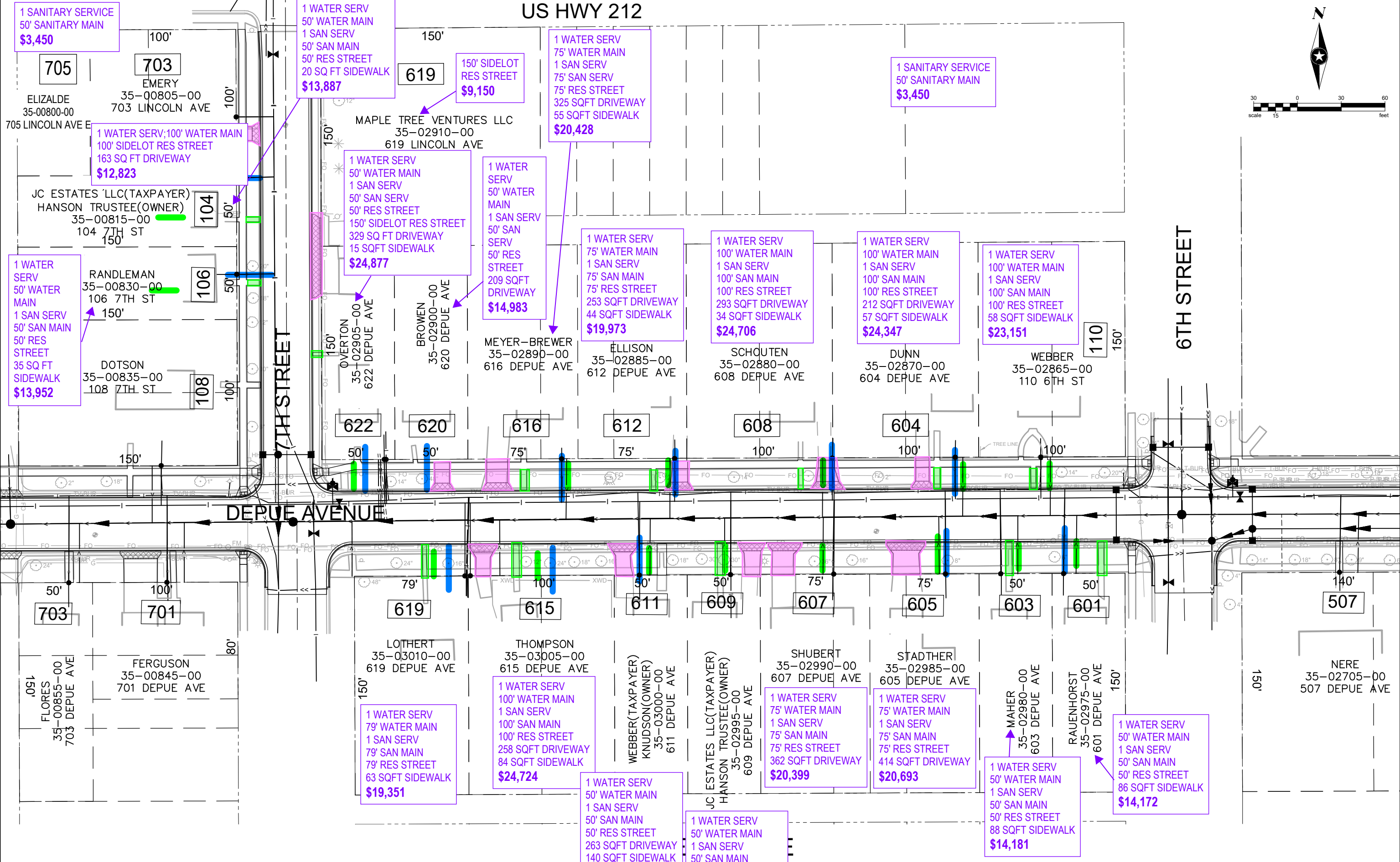
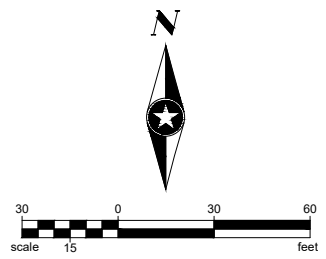
OLIVIA,
MINNESOTA

ASSESSMENT MAP
DEPUE AVE IMPROVEMENT PROJECT

FILE NO.
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US HWY 212



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NO.	BY	DATE	REVISIONS



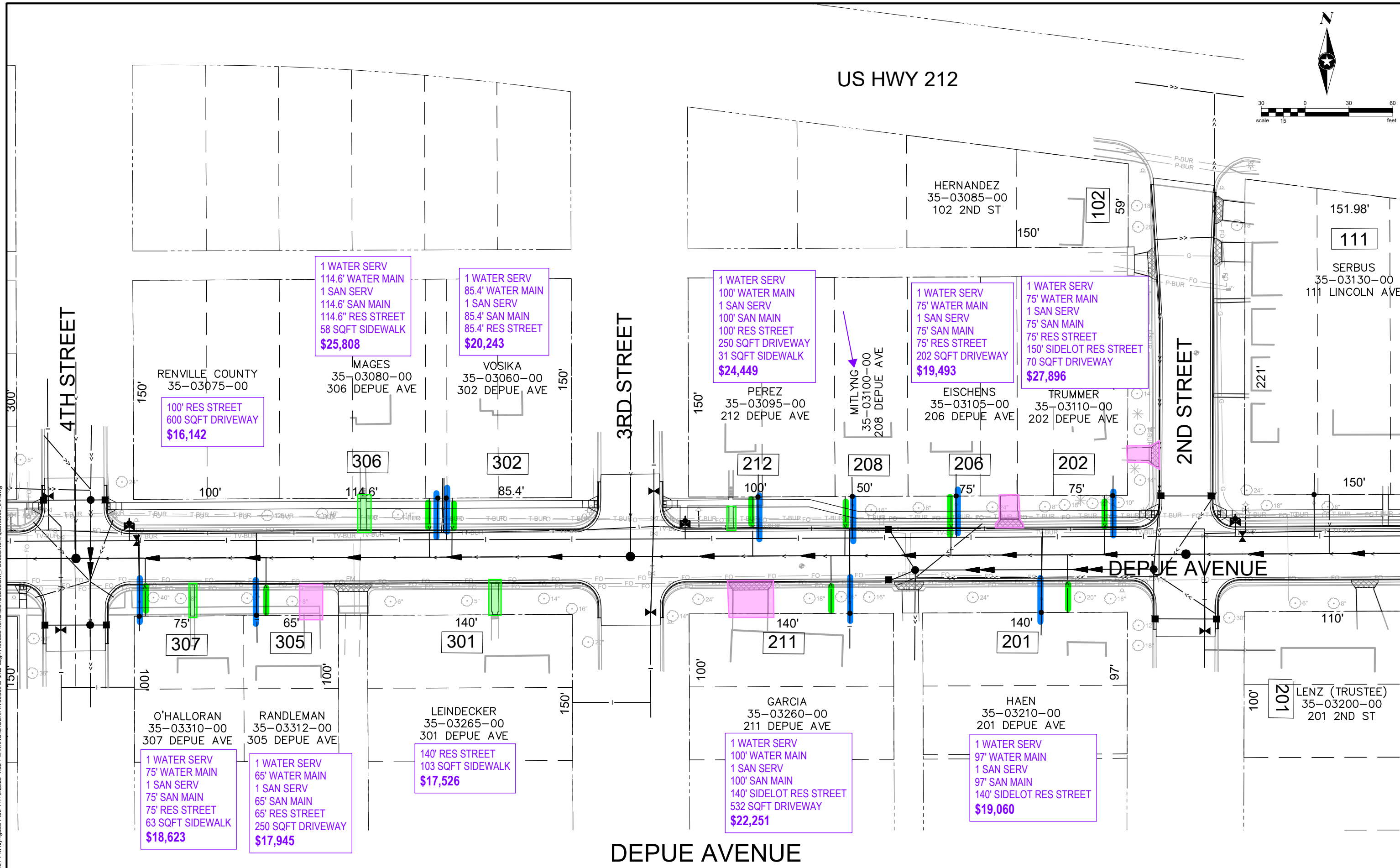
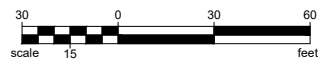
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 1390 HWY. 15 S.
 SUITE 200, PO BOX 3
 HUTCHINSON, MN 55343
 www.sehinc.com

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 OF MINNESOTA.
 JUSTIN BLACK, PE
 Lic. No. 43373

**OLIVIA,
 MINNESOTA**

**ASSESSMENT MAP
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FILE NO.
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PHONE: 800.838.8666
 1390 HWY. 15 S.
 SUITE 200, PO BOX 308
 HUTCHINSON, MN 55350
 www.sehinc.com

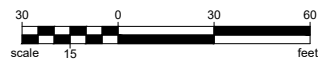
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 Date: 11/11/2020 JUSTIN BLACK, PE
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OLIVIA,
 MINNESOTA

ASSESSMENT MAP
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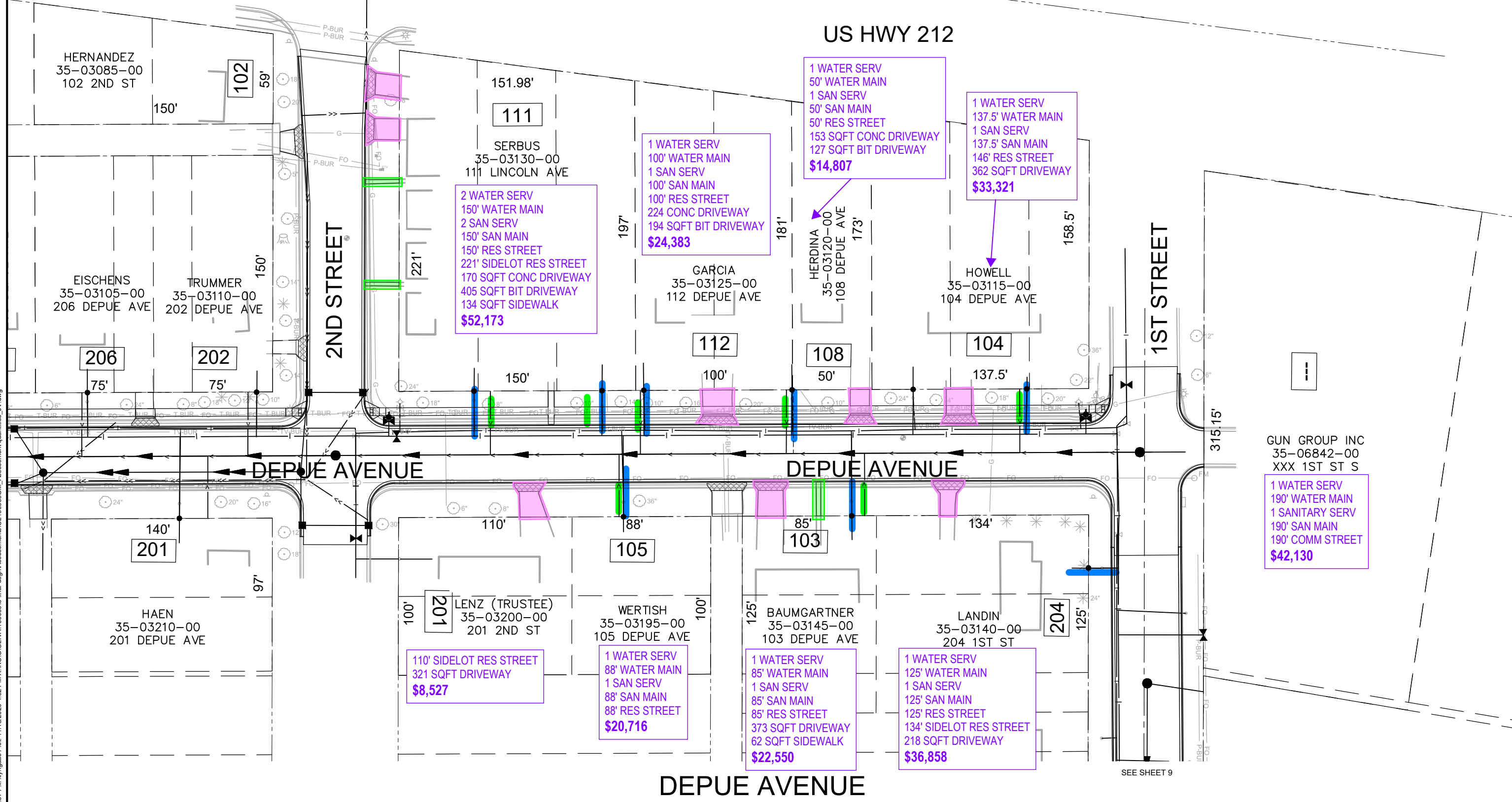
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HWY 212

US HWY 212



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DESIGN TEAM	NO.	BY	DATE	REVISIONS



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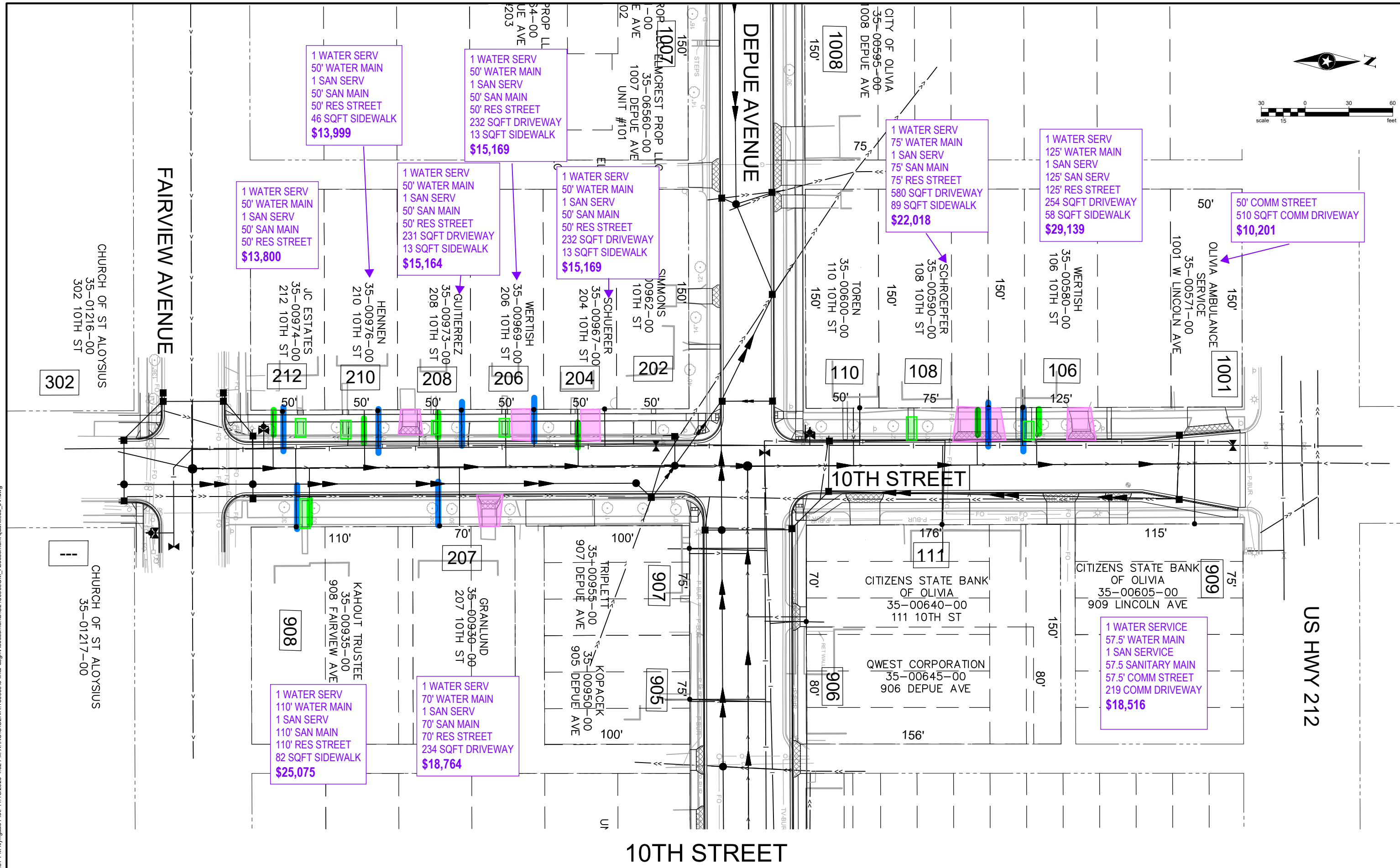
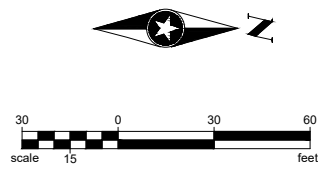
Justin Black, PE
Date: 11/11/2020 Lic. No. 43373

OLIVIA, MINNESOTA

ASSESSMENT MAP
DEPUE AVE IMPROVEMENT PROJECT

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DESIGNER:	X
CHECKED BY:	X
DESIGN TEAM	

NO.	BY	DATE	REVISIONS



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Justin Black, PE
Lic. No. 43373

Date: 11/11/2020

OLIVIA,
MINNESOTA

ASSESSMENT MAP
DEPUE AVE IMPROVEMENT PROJECT

FILE NO.
156939

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DRAFT

Parcel No.	FirstName	LastName	Address 1	Address 2	Property Address	City	State	Zip Code	Legal	Front Footage Abutting Project	Side Footage Abutting Project	Class.	Water Main Unit (L.F.)	Water Main Assess.	Water Service Unit (Each)	Water Service Assess.	Sanitary Sewer Main Unit (L.F.)	Sanitary Sewer Main Assess.	Sanitary Sewer Service Unit (Each)	Sanitary Sewer Service Assess.	Residential Reconstructed Street Unit (L.F.)	Residential Reconstructed Street Assess.	Commercial Reconstructed Street Unit (L.F.)	Commercial Reconstructed Street Assess.	Downtown Commercial Reconstructed Street Unit (L.F.)	Downtown Commercial Reconstructed Street Assess.	Residential Concrete Driveway Unit (S.F.)	Residential Concrete Driveway Assess.	Concrete Walk Unit (S.F.)	Concrete Walk Assess.	Total Assessment		
35-02231-00		Redwood Financial Inc	1000 Cook St E			Redwood Falls	MN	56283	HOMETOWN ADDITION LOT 2 & OUTLOT B BLK 1	96.22	139.50	C	96.22	\$2,982.82	1.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	96.22	\$13,182.14	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$18,864.96	
35-02135-00	Matthew L	Gleisner	& Bethany P Block	1114 Depue Ave W	1114 Depue Ave	Olivia	MN	56277	HEIN'S 1ST ADD LOTS 14, 15 & E 10' OF W 48.17' OF S 10' OF ALLEY OF 15, LOT 17 & E 33' OF VAC ST & S 10' OF W 38.17' OF ALLEY OF 17 BLK 2	241.00	0.00	R	241.00	\$7,471.00	1.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00	241.00	\$29,402.00	0.00	\$0.00	0.00	\$0.00	314.00	\$1,777.24	131.00	\$567.23	\$41,917.47		
35-02125-00	Lyle & Twila	Larson	1110 Depue Ave		1110 Depue Ave	Olivia	MN	56277	HEIN'S 1ST ADD LOTS 10 & 11 BLK 2	100.00	0.00	R	100.00	\$3,100.00	1.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$420.01	\$18,420.01		
35-02115-00	Beth A	Apointe	1106 Depue Ave W		1106 Depue Ave	Olivia	MN	56277	HEIN'S 1ST ADD LOTS 6 & 7 BLK 2	100.00	0.00	R	100.00	\$3,100.00	1.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	116.00	\$502.28	0.00	\$0.00	\$18,502.28		
35-02105-00	Dale M & Sandra L	Robideau	1102 Depue Ave W		1102 Depue Ave	Olivia	MN	56277	HEIN'S 1ST ADD LOTS 2 & 3 BLK 2	100.00	140.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	0.00	80.00	\$346.40	0.00	\$0.00	\$12,546.40	
35-00595-00		City of Olivia	1009 Lincoln Ave W		1008 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT S2 OF LOT 10 & ALL OF LOT 11 BLK 5 S OF CITY HALL - FACING DEPUÉ	75.00	150.00	O	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$12,402.15		
35-00600-00	Jacob M	Toren	c/o Debbie Gerrely	361 10th St S	110 10th St	Bird Island	MN	55310	ORIGINAL PLAT LOT 12 BLK 5	50.00	150.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	125.00	\$15,250.00	0.00	\$0.00	0.00	\$0.00	208.00	\$1,177.28	130.00	\$562.90	\$24,890.18		
35-00640-00		Dillon Estates		1319 Birch Ave W	111 10th St	Olivia	MN	56277	ORIGINAL PLAT LOT 11 - EX E 80' OF S 5' & LOT 14 - EX E 80' & LOTS 15, 18 & W 20' OF LOT 19 (MALONEY'S SUBD)	96.00	150.00	C	96.00	\$2,976.00	1.00	\$2,700.00	96.00	\$2,784.00	1.00	\$2,000.00	0.00	\$0.00	75.00	\$10,275.00	0.00	\$0.00	96.00	\$20,256.00	0.00	\$0.00	0.00	\$0.00	\$44,926.43
35-00645-00		Qwest Corporation	c/o CenturyLink Property Tax Department	1025 Eldorado Blvd Bldg 2000	906 Depue Ave	Broomfield	CO	80021-8254	ORIGINAL PLAT E 80' OF S 5' OF LOT 11 & E 80' OF LOT 14 & ALL OF LOT 25 BLK 6 & E 5' OF LOT 19 & ALL OF LOTS 22 & 23 OF MALONEY'S SUBD	86.00	0.00	O	86.00	\$2,686.00	1.00	\$2,700.00	86.00	\$2,494.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	86.00	\$18,146.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$28,006.00
35-00680-00	David A & Bonita J	Triplett	302 8th St N		132 9th St	Olivia	MN	56277	ORIGINAL PLAT S 6' OF LOT 21 & ALL OF LOT 24 BLK 6	31.00	150.00	C/R	0.00	\$0.00	0.00	\$0.00	31.00	\$899.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	75.00	\$15,825.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$18,724.00	
35-00770-00	Gregg	Hein	1635 Lincoln Ave W		808 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT LOTS 22 & 23 BLK 7	50.00	150.00	C/R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	75.00	\$15,825.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$26,376.38
35-00775-00		Holiday Family LLC	c/o Kevin Halliday	1004 Backer Ave SE	806 Depue Ave	Willmar	MN	56201	CARLSON'S SUBD W 10' OF S 124' OF LOT O & S 124' OF LOT P & Q BLK 7	60.00	0.00	C	60.00	\$1,860.00	1.00	\$2,700.00	60.00	\$1,740.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	60.00	\$12,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$20,960.00
35-00780-00	Neil A	Simmons	202 10th St S		800 Depue Ave	Olivia	MN	56277	CARLSON'S SUBD S 66' OF LOTS L, M, N & S 66' OF E 15' OF LOT O	66.00	90.00	C	66.00	\$2,046.00	1.00	\$2,700.00	66.00	\$1,914.00	2.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	45.00	\$9,495.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$20,155.00
35-00840-00	Joseph & Lisa Jo	Ryan	107 8th St N		107 8th St	Olivia	MN	56277	ORIGINAL PLAT LOTS 10 & 11 BLK 8	100.00	150.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$19,850.00
35-00835-00	John A	Dotson	& Pamela K Dettmann	108 7th St S	108 7th St	Olivia	MN	56277	ORIGINAL PLAT LOTS 9 & 12 BLK 8	100.00	150.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	175.00	\$21,350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	52.00	\$225.16	0.00	\$0.00	\$30,275.16
35-02905-00	Mary B	Overton	622 Depue Ave E		622 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD LOT 19 BLK 5	50.00	150.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	125.00	\$15,250.00	0.00	\$0.00	0.00	\$0.00	329.00	\$1,862.14	15.00	\$64.95	\$24,877.09		
35-02900-00	Richard Lee	Brown	620 Depue Ave E		620 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD LOT 18 BLK 5	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	209.00	\$1,162.94	0.00	\$0.00	\$14,982.94		
35-02890-00	Mikayla	Meyer-Brewer	616 Depue Ave E		616 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD W2 OF LOT 16 & ALL OF LOT 17 BLK 5	75.00	0.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	325.00	\$1,839.50	55.00	\$238.15	\$20,427.65		
35-02885-00	Dorcus D	Ellison	612 Depue Ave E		612 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD E2 OF LOT 16 & ALL OF LOT 15 BLK 5	75.00	0.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	253.00	\$1,431.98	44.00	\$190.52	\$19,972.50		
35-02880-00	Steven	Schouten	608 Depue Ave E		608 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD LOTS 13 & 14 BLK 5	100.00	0.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	293.00	\$1,658.38	34.00	\$147.22	\$24,705.60		
35-02870-00	Joshua	Tretsven	& Shauna Wagner	604 Depue Ave E	604 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD LOT 11 & 12 BLK 5	100.00	0.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	212.00	\$1,199.92	57.00	\$246.81	\$24,364.73		
35-02865-00	Patricia A	Webber	110 6th St S		110 6th St	Olivia	MN	56277	PETERSON'S 1ST ADD S2 OF LOTS 9 & 10 BLK 5	100.00	150.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	58.00	\$251.14	0.00	\$0.00	\$23,151.14
35-02760-00		Renville County	105 5th St S		105 5th St	Olivia	MN	56277	PETERSON'S 1ST ADD ALL BLK 2 COURTHOUSE	300.00	300.00	O	300.00	\$9,300.00	1.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00	300.00	\$36,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	255.00	\$1,104.15	0.00	\$0.00	\$49,704.15
35-02730-00		Renville County	105 5th St S		104 4th St	Olivia	MN	56277	PETERSON'S 1ST ADD ALL OF BLK 1 & VAC ALLEY ANNEX & JAIL	300.00	300.00	O/O	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	300.00	\$36,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	228.00	\$987.24	0.00	\$0.00	\$40,517.46
35-03075-00		Renville County	105 5th St S			Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 7 & 8 BLK 8	100.00	150.00	O	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$16,142.00
35-03080-00	Keith & Kimberly	Mages	306 Depue Ave E		306 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 9 & 10 & W 14.6' OF LOT 11 BLK 8	114.60	0.00	R	114.60	\$3,552.60	1.00	\$2,700.00	114.60	\$3,323.40	1.00	\$2,000.00	114.60	\$13,981.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	58.00	\$251.14	0.00	\$0.00	\$25,808.34
35-03060-00	Jeffrey & Cynthia A	Vosika	602 Cedar Ave E		302 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD E 35.4' OF LOT 11 & ALL OF LOTS 12 BLK 8	85.40	0.00	R	85.40	\$2,647.40	1.00	\$2,700.00	85.40	\$2,476.80	1.00	\$2,000.00	85.40	\$10,418.80	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$20,242.80
35-03095-00	Jose	Perez	& Charity Perez	212 Depue Ave E	212 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 5 & 6 BLK 9	100.00	150.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	250.00	\$1,415.00	31.00	\$134.23	\$24,449.23		
35-03100-00	Chuck	Mitting	208 Depue Ave E		208 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD LOT 7 BLK 9	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$13,800.00
35-03105-00	Mary Jo	Eischens	206 Depue Ave E		206 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD W2 OF LOT 9 & ALL OF LOT 8 BLK 9	75.00	0.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	202.00	\$1,143.32	0.00	\$0.00	0.00	\$0.00	\$19,493.32
35-03110-00	Robert	Trummer	202 Depue Ave E		202 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD E2 OF LOT 9 & ALL OF LOT 1																								

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Parcel No.	FirstName	LastName	Address 1	Address 2	Property Address	City	State	Zip Code	Legal	Front Footage Abutting Project	Side Footage Abutting Project	Class.	Water Main Unit (L.F.)	Water Main Assess.	Water Service Unit (Each)	Water Service Assess.	Sanitary Sewer Main Unit (L.F.)	Sanitary Sewer Main Assess.	Sanitary Sewer Service Unit (Each)	Sanitary Sewer Service Assess.	Residential Reconstructed Street Unit (L.F.)	Residential Reconstructed Street Assess.	Commercial Reconstructed Street Unit (L.F.)	Commercial Reconstructed Street Assess.	Downtown Commercial Reconstructed Street Unit (L.F.)	Downtown Commercial Reconstructed Street Assess.	Residential Concrete Driveway Unit (S.F.)	Residential Concrete Driveway Assess.	Concrete Walk Unit (S.F.)	Concrete Walk Assess.	Total Assessment
35-00890-00		Berge Investment Group LLC	112 9th St N		801 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT LOTS 1 & 4 BLK 10	100.00	150.00	C		\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$17,303.25
35-00865-00		Berge Investment Group LLC	112 9th St N		707 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT W 60' OF LOTS 2, 3 & 6 BLK 9	60.00	150.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	60.00	\$7,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$39.99	\$7,679.99
35-00860-00	Jacob M	Kuemper	705 Depue Ave E		705 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT E 90' OF LOTS 2, 3 & 6 BLK 9	90.00	0.00	R	90.00	\$2,790.00	1.00	\$2,700.00	90.00	\$2,610.00	1.00	\$2,000.00	90.00	\$10,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	87.00	\$376.71	\$21,456.71
35-00855-00	Joanna	Flores	703 Depue Ave E		703 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT W 50' OF LOTS 1, 4 & 5 BLK 9	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	124.00	\$536.92	\$14,336.92
35-00845-00	Franklin R	Stilson	701 Depue Ave E		701 Depue Ave	Olivia	MN	56277	ORIGINAL PLAT E 100' OF LOT 1 & N 30' OF E 100' OF LOT 4 BLK 9	80.00	100.00	R	80.00	\$2,480.00	1.00	\$2,700.00	80.00	\$2,320.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	509.00	\$2,880.94	86.00	\$372.38	\$18,853.32
35-03010-00	Mitchell & Christine	Lothert	619 Depue Ave E		619 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 10 BLK 7	79.00	150.00	R	79.00	\$2,449.00	1.00	\$2,700.00	79.00	\$2,291.00	1.00	\$2,000.00	79.00	\$9,638.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	63.00	\$272.79	\$19,350.79
35-03005-00	Daniel	Landers	& Cassidy Hansen	615 Depue Ave E	615 Depue	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOTS 8 & 9 BLK 7	100.00	0.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	100.00	\$12,200.00	0.00	\$0.00	0.00	\$0.00	258.00	\$1,460.28	84.00	\$363.72	\$24,724.00
35-03000-00 (Taxpayer)	Sally & Ramiro	Webber	c/o Gary Vanderpol	5010 Lake Elizabeth Ln	611 Depue Ave	Atwater	MN	56209	PETERSON'S SUBD OF O.L. 1 & 2 LOT 7 BLK 7	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	263.00	\$1,488.58	140.00	\$606.20	\$15,894.78
35-03000-00 (Owner)	Gary	Vanderpol	5010 Lake Elizabeth Ln		611 Depue Ave	Atwater	MN	56209	PETERSON'S SUBD OF O.L. 1 & 2 LOT 7 BLK 7				0.00	\$0.00		\$0.00	0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
35-02995-00 (Taxpayer)		JC Estates LLC	602 Cedar Ave E		609 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 6 BLK 7	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	255.00	\$1,443.30	77.00	\$333.41	\$15,576.71
35-02995-00 (Owner)	Denny	Hanson Trustee	Denny Hanson Trust	1805 Wedge Ct	609 Depue Ave	Sun City Center	FL	33573	PETERSON'S SUBD OF O.L. 1 & 2 LOT 6 BLK 7				0.00	\$0.00		\$0.00	0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
35-02990-00	Matthew & Lillian	Shubert	607 Depue Ave E		607 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 5 & W2 OF LOT 4 BLK 7	75.00	0.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	362.00	\$2,048.92	0.00	\$0.00	\$20,398.92
35-02985-00	George & Linda	Stadther	605 Depue Ave E		605 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 3 & E2 OF LOT 4 BLK 7	75.00	0.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	414.00	\$2,343.24	0.00	\$0.00	\$20,693.24
35-02980-00	Adam and Elizabeth	Torkelson	603 DePue Ave		603 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 2 BLK 7	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	88.00	\$381.04	\$14,181.04
35-02975-00	Thomas & Janice	Rauenhorst	211 6th St S		601 Depue Ave	Olivia	MN	56277	PETERSON'S SUBD OF O.L. 1 & 2 LOT 1 BLK 7	50.00	150.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	86.00	\$372.38	\$14,172.38
35-02705-00	Gary	Nere	507 Depue Ave E		507 Depue Ave	Olivia	MN	56277	JOHNSON'S REARR OF PETERSON'S 3RD LOTS C & D	140.00	150.00	R	140.00	\$4,340.00	1.00	\$2,700.00	140.00	\$4,080.00	1.00	\$2,000.00	140.00	\$17,080.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	104.00	\$450.32	\$30,630.32
35-02700-00	Darwin E & Natalie K	Lothert	503 Depue Ave E		503 Depue Ave	Olivia	MN	56277	HEANEY'S REARR LOT B BLK 3	50.00	0.00	R	50.00	\$1,550.00	1.00	\$2,700.00	50.00	\$1,450.00	1.00	\$2,000.00	50.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	57.00	\$246.81	\$14,046.81
35-02695-00	Christopher	Guse	501 Depue Ave E		501 Depue Ave	Olivia	MN	56277	HEANEY'S REARR N 79' OF LOT A BLK 3	79.00	90.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	45.00	\$5,490.00	0.00	\$0.00	0.00	\$0.00	445.00	\$2,518.70	0.00	\$0.00	\$8,008.70
35-02710-00	Scott J & Kim J	Wagner	409 Depue Ave		409 Depue Ave	Olivia	MN	56277	O'NEILL'S REARR W 25' OF LOT B & ALL OF LOT A BLK 4	70.00	150.00	R	70.00	\$2,170.00	1.00	\$2,700.00	70.00	\$2,030.00	1.00	\$2,000.00	70.00	\$8,540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	69.00	\$298.77	\$17,738.77
35-02715-00	Kathleen A	Zimmer	405 Depue Ave E		405 Depue Ave	Olivia	MN	56277	O'NEILL'S REARR LOT C & E 20' OF LOT B BLK 4	70.00	0.00	R	70.00	\$2,170.00	1.00	\$2,700.00	70.00	\$2,030.00	1.00	\$2,000.00	70.00	\$8,540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	84.00	\$363.72	\$17,803.72
35-02795-00	Dorothy	Boerboom	403 Depue Ave E		403 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD W 65' OF LOTS 1, 4 & 5 BLK 4	65.00	0.00	R	65.00	\$2,015.00	1.00	\$2,700.00	65.00	\$1,885.00	1.00	\$2,000.00	65.00	\$7,930.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	103.00	\$445.99	\$16,975.99
35-02790-00	Brian J	Stenholm	& Ragen M Harder	401 Depue Ave E	401 Depue Ave	Olivia	MN	56277	PETERSON'S 1ST ADD E 75' OF LOTS 1, 4 & 5 BLK 4	75.00	150.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	91.00	\$394.03	\$18,744.03
35-03310-00	Andrew	Maher	2 Golf Dr		307 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD W 75' OF LOTS 13 & 14 BLK 13	75.00	100.00	R	75.00	\$2,325.00	1.00	\$2,700.00	75.00	\$2,175.00	1.00	\$2,000.00	75.00	\$9,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	63.00	\$272.79	\$18,622.79
35-03312-00	Christopher	Randleman	& Nancy Mathison	305 Depue Ave E	305 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD E 65' OF LOTS 13 & 14 BLK 13	65.00	0.00	R	65.00	\$2,015.00	1.00	\$2,700.00	65.00	\$1,885.00	1.00	\$2,000.00	65.00	\$7,930.00	0.00	\$0.00	0.00	\$0.00	250.00	\$1,415.00	0.00	\$0.00	\$17,945.00
35-03265-00	Kathryn	Leinacker	301 Depue Ave E		301 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 1, 2 & 3 BLK 13	140.00	150.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	140.00	\$17,080.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	103.00	\$445.99	\$17,525.99
35-03260-00	George L & Elisha M	Garcia	211 Depue Ave E		211 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 15 & 16 BLK 12	100.00	140.00	R	100.00	\$3,100.00	1.00	\$2,700.00	100.00	\$2,900.00	1.00	\$2,000.00	70.00	\$8,540.00	0.00	\$0.00	0.00	\$0.00	532.00	\$3,011.12	0.00	\$0.00	\$22,251.12
35-03210-00	Mark & Katherine	Haen	14991 49th Ave NE		201 Depue Ave	Atwater	MN	56209	PETERSON'S 2ND ADD LOT 1 & N 47' OF LOT 2 BLK 12	97.00	140.00	R	97.00	\$3,007.00	1.00	\$2,700.00	97.00	\$2,813.00	1.00	\$2,000.00	70.00	\$8,540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$19,060.00
35-03200-00	Barbara J	Lenz Trustee	Barbara J Lenz Living Trust	201 2nd St S	201 2nd St	Olivia	MN	56277	PETERSON'S 2ND ADD W 110' OF LOTS 15 & 16 BLK 11	100.00	110.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	55.00	\$6,710.00	0.00	\$0.00	0.00	\$0.00	321.00	\$1,816.86	0.00	\$0.00	\$8,526.86
35-03195-00	Wencel & Ardis	Werish	106 10th St S		105 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD E 88' OF LOTS 15 & 16 BLK 11	88.00	0.00	R	88.00	\$2,728.00	1.00	\$2,700.00	88.00	\$2,552.00	1.00	\$2,000.00	88.00	\$10,736.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$20,716.00
35-03145-00	Andrew & Kimberly	Baumgartner	103 Depue Ave E		103 Depue Ave	Olivia	MN	56277	PETERSON'S 2ND ADD W 85' OF N2 OF LOT 3 & W 85' OF LOTS 1 & 2 BLK 11	85.00	0.00	R	85.00	\$2,635.00	1.00	\$2,700.00	85.00	\$2,465.00	1.00	\$2,000.00	85.00	\$10,370.00	0.00	\$0.00	0.00	\$0.00	373.00	\$2,111.18	62.00	\$268.46	\$22,549.64
35-03140-00	Larry A & Kristine K	Landin	204 1st St S		204 1st St	Olivia	MN	56277	PETERSON'S 2ND ADD LOTS 1 & 2 & N2 OF LOT 3 - EX W 85' BLK 11	125.00	134.00	R	125.00	\$3,875.00	1.00	\$2,700.00	125.00	\$3,625.00	1.00	\$2,000.00	192.00	\$23,424.00	0.00	\$0.00	0.00	\$0.00	218.00	\$1,233.88	0.00	\$0.00	\$36,857.88
35-00571-00		Olivia Ambulance Service	PO Box 97		1001 W Lincoln Ave	Olivia	MN	56277	ORIGINAL PLAT LOT 1 BLK 5 AMBULANCE	50.00	150.00	O	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	50.00	\$6,850.00	0.00	\$0.00	0.0					

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Parcel No.	FirstName	LastName	Address 1	Address 2	Property Address	City	State	Zip Code	Legal	Front Footage Abutting Project	Side Footage Abutting Project	Class.	Water Main Unit (L.F.)	Water Main Assess.	Water Service Unit (Each)	Water Service Assess.	Sanitary Sewer Main Unit (L.F.)	Sanitary Sewer Main Assess.	Sanitary Sewer Service Unit (Each)	Sanitary Sewer Service Assess.	Residential Reconstructed Street Unit (L.F.)	Residential Reconstructed Street Assess.	Commercial Reconstructed Street Unit (L.F.)	Commercial Reconstructed Street Assess.	Downtown Commercial Reconstructed Street Unit (L.F.)	Downtown Commercial Reconstructed Street Assess.	Residential Concrete Driveway Unit (S.F.)	Residential Concrete Driveway Assess.	Concrete Walk Unit (S.F.)	Concrete Walk Assess.	Total Assessment
35-00935-00	Monica	Kahout Trustee	Monica Kahout Trust	19153 Faywood Ct	908 Fairview Ave	Richmond	MN	56368	ORIGINAL PLAT S 10' OF LOT 7 & ALL OF LOT 10 & LOT 11 BLK 11	110.00	0.00	R	110.00	\$3,410.00	1.00	\$2,700.00	110.00	\$3,190.00	1.00	\$2,000.00	110.00	\$13,420.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	82.00	\$355.06	\$25,075.06
35-00795-00	Dolly	Kremin	707 Lincoln Ave E		707 Lincoln Ave	Olivia	MN	56277	PETERSON'S SUBD OF BLK 8 O.P. LOTS C, D, E & F BLK 8	0.00	85.00	R	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
35-00820-00	Joseph T	Haen	307 Oak Ave E		103 8th St	Olivia	MN	56277	ORIGINAL PLAT LOT 6 BLK 8	0.00	50.00	R	0.00	\$0.00	0.00	\$0.00	50.00	\$1,450.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,450.00
35-00825-00	Pauline M	Kadebach	105 8th St S		105 8th St	Olivia	MN	56277	ORIGINAL PLAT LOT 7 BLK 8	0.00	50.00	R	0.00	\$0.00	0.00	\$0.00	50.00	\$1,450.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,450.00
35-00800-00 (Taxpayer)	Andrea	Elizalde	705 Lincoln Ave E		705 Lincoln Ave	Olivia	MN	56277	DEPUÉ'S SUBD OF LOTS 1 & 4 BLK 8 LOT G BLK 8	0.00	100.00	R	0.00	\$0.00	0.00	\$0.00	50.00	\$1,450.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,450.00
		TOTALS								9,007.20	7,104.50		6,762.64	\$209,641.84	79.00	\$213,300.00	5,765.00	\$167,185.00	75.00	\$148,000.00	7,742.92	\$944,636.24	829.28	\$113,611.36	737.00	\$155,507.00	11,784.00	\$66,697.44	4,018.00	\$17,397.94	\$2,069,961.59

Corner lot; abuts street.
 Corner lot; both sides abut project.
 Corner lot; multiple lots; one side of many abuts project.
 Only abuts alley (not street) from Hwy 212 to DePue Ave btw 7th St & 8th St.

NOTICE OF HEARING ON PROPOSED ASSESSMENT

CITY OF OLIVIA
 1009 LINCOLN AVE W
 OLIVIA MN 56277

Notice is hereby given that the Olivia city council will meet at 7:00 p.m. on Monday, October 30, 2023 at the **Olivia City Hall**, to consider, and possibly adopt, the proposed assessment for the **DePue Avenue Improvement Project**, which includes improvement on the following streets:

- Depue Avenue from 1st Street to 13th Street (TH 71)
- 1st Street from Depue Avenue to Fairview Avenue
- 2nd Street from Depue Avenue to Lincoln Avenue (US TH 212)
- 7th Street from Depue Avenue to Lincoln Avenue (US TH 212)
- Alley between 7th Street and 8th Street from 13th Street (US TH 212) to DePue Avenue
- 10th Street from Fairview Avenue to Lincoln Avenue (US TH 212)

Improvements include but are not limited to construction of sanitary sewer, sanitary sewer services, water main, water services, storm sewer, concrete curb and gutter, aggregate base, bituminous street surfacing, turf restoration, and miscellaneous items required to complete the improvements. Adoption by the council of the proposed assessment may occur at the hearing. The area proposed to be assessed for such improvements includes properties abutting such improvements and non-abutting properties for which benefit can be attributed.

The amount to be specially assessed against your particular lot, piece, or parcel of land, described as:

35-02076-00 HEIN'S 1ST ADD LOT 14 -EX E 105'- & W 25' OF LOT 16 & LOT 17 BLK 1
 KUBESH PARK

has been calculated as follows:

Water Main	116.4 L.F.	@	\$31.00	=	\$3,609.02
Water Service	1.0 Each	@	\$2,700.00	=	\$2,700.00
Sanitary Sewer Main	0.0 L.F.	@	\$29.00	=	\$0.00
Sanitary Sewer Service	0.0 Each	@	\$2,000.00	=	\$0.00
Reconstructed Street (Residential)	116.4 L.F.	@	\$122.00	=	\$14,203.24
Reconstructed Street (Commercial)	0.0 L.F.	@	\$137.00	=	\$0.00
Reconstructed Street (Downtown Commercial)	0.00 L.F.	@	\$211.00	=	\$0.00
Residential Concrete Driveway	0.00 S.F.	@	\$5.66	=	\$0.00
Commercial Concrete Driveway	0.00 S.F.	@	\$6.57	=	\$0.00
Bituminous Residential Driveway	0.00 S.F.	@	\$1.11	=	\$0.00
Concrete Sidewalk	121.00 S.F.	@	\$4.33	=	\$523.93
TOTAL ASSESSMENT					\$21,036.19

Such assessment is proposed to be payable in equal annual installments extending over a period of 20 years, the first of the installments to be payable on or before the first Monday in January 2024, and will bear interest at a rate of 5.00 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the Renville County Auditor-Treasurer, pay the entire assessment on such property to the City of Olivia. No interest shall be charged if the entire assessment is paid by November 29, 2023. You may at any time thereafter, pay to the City the entire

amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 5.00 percent per year. The right to partially prepay the assessment is available.

The proposed assessment roll is on file for public inspection at the city administrator's office. The total cost of the project is \$9,802,710.00. The total amount of the proposed assessment is \$2,068,951.59. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the city administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. §§ 435.193 to 435.195, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law and the policy adopted under it may, within 30 days of the confirmation of the assessment, apply to the city administrator for the prescribed form for such deferral of payment of this special assessment on their property.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The city will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the city has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the council as to the weight of items of evidence or testimony presented to the council.
5. The entire proceedings will be tape-recorded (video-taped).
6. At the close of presentation of evidence, the objector may make a final presentation to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor and city administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or administrator.

Elizabeth Torkelson
City Administrator