

**OLIVIA CITY COUNCIL AGENDA
REGULAR MEETING**

Monday, November 20, 2023 at 5:30 p.m.

Join via Zoom.us

Meeting ID: 876 3129 4296

Passcode: 56277

PLEDGE OF ALLEGIANCE

I. CALL TO ORDER AND DETERMINATION OF A QUORUM

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

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

III. AGENDA APPROVAL

IV. CONSENT AGENDA

- A. Regular Meeting Minutes of November 6, 2023
- B. Work Session Meeting Minutes of November 13, 2023
- C. Resolution 2023-111, Step Movement for Damon Coots
- D. Resoltuion 2023-112, Election Polling Place Designation for 2024
- E. Resolution 2023-113, 2024 Liquor Licenses Set for Approval
- F. Resolution 2023-114, A Resolution Authorizing the Certification of Unpaid Refuse Charges to the Renville County Auditor for Inclusion on the Tax Rolls for the Calendar Year 2024
- G. Public Works Quote – Midstates Equipment & Supply
- H. Auditing Service RFP – Abdo
- I. Confirm Mayoral Appointment of Ben Aaseth to the Park Board
- J. Resolution 2023-115, Deferring Special Assessment Against Certain Property
- K. Public Works Quote – Midway Farm Equipment

V. DISCUSSION / BUSINESS ITEMS

- A. Public Hearing Amending Ordinance 2023-07, Amending Section 152.086 Standards, Home Occupation of Chapter 152
- B. Second Reading of Ordinance 2023-06, Amending Section 92.32 ET.Seq. Weeds
- C. SecondReading of Ordinance 2023-08, Amending Section 92.17 Public Nuisances Affecting Morals
- D. TH 212 Watermain Project
 - 1. Presentation
 - 2. Draft Assessment Roll
 - 3. Assessment Maps
 - 4. Resolution 2023-116, Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Call for a Hearing on Proposed Assessment
 - 5. Draft Notice of Hearing
- E. Safe Routes to School Trail Project – Phase 2
- F. Reevaluate Resolution 2023-58, Approving Additional Compensation for Chief Jason Krumheuer
- G. Pole Attachment Agreement
- H. Transfer of Ownership regarding real property: PID 35-05255-00, 35-052600-00, 35-05261-00 and 35-05275-00

VII. REPORTS

- A. Pool
- B. Park Board
- C. PUC
- D. Other Reports of Council / Staff

VI. NOTICES AND COMMUNICATIONS

VIII. CLOSED SESSION – Closed in Accordance with MN Statute 13.05D Subd 3(c)(1)

- a. Discussion Regarding Real Property: PID #'s 35-05620-00, 35-05625-00, 35-05630-00, 35-05635-

00, 35-05645-00, 35-05650-00, 35-05655-00 and 35-05660-00

IX. ADJOURNMENT

REGULAR MEETING MINUTES

Monday, November 6, 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: Matt Baumgartner, George Ebbers, Blanca Ferguson, Mayor Hawkinson and Landon Padrnos.

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Pamela Whitmore, City Attorney (zoom); Ross Okins, Renville County Register; Jasmine Miller, Deputy Clerk.

PUBLIC FORUM

Mayor Hawkinson temporarily suspended the regular meeting and opened the public forum at 5:31 P.M.

No public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:31 P.M.

AGENDA

Motion by Ferguson, second by Baumgartner: to approve the agenda as presented. Motion passed unanimously.

CONSENT AGENDA

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

- Regular Meeting Minutes of October 16, 2023
- Special Meeting Minutes of October 30, 2023
- Confirm Mayoral Appointment of Krystle Dillon to the Economic Development Board
- Resolution 2023-105, Step Movement for Shawn Hanson
- Resolution 2023-106, Step Movement for Craig Mages
- Resolution 2023-107, Step Movement for Jesse Zeitz
- Resolution 2023-108, Authorizing Employment to Dustin Stahnke, Public Works Worker
- October Expenditures
- Electric Department Purchase Order – B&B Transformer
- Electric Department Purchase Order – JT Services
- Electric Department Quote – Wesco
- Resolution 2023-109, Authorizing and Directing the City Administrator to Execute and Deliver LMC Liability Coverage Waiver Form Whereby the City Does Not Waive the Monetary Limits on Municipal Tort Liability Established by Minnesota Statutes §466.04
- Electric Department Quote – Chappell Central
- Contractor's Application for Payment No. 10 – DePue Ave Improvement Project
- Contractor's Application for Payment No. 1 – 212 Water Main Improvement Project

DISCUSSION / BUSINESS ITEMS

Public Hearing for Fee Schedule

At 5:34 P.M. Mayor Hawkinson temporarily recessed the regular meeting and opened the public hearing. Torkelson shared that this item was addressed at the previous meeting and considered the first reading. This item is back to Council for a second reading and a public hearing.

No public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:34 P.M.

Resolution 2023-102, Updating the Fine and Fee Schedule

Motion by Ferguson, second by Baumgartner: to approve Resolution 2023-102, Updating the Fine and Fee Schedule. Motion passed unanimously.

First Reading of Ordinance 2023-06, Amending Section 92.32 ET.Seq. Weeds

Whitmore shared that there was a legislative change that specifically addressed what cities can and cannot do and that they must allow managed natural landscape area. The Ordinance reflects the statutory changes and requirement that would allow for the property owner to have a managed landscape area and putting parameters in place for setbacks off property lines, and required signage.

Resolution 2023-110, Amending the City of Olivia Smoke and Tobacco-Free Parks Policy

Motion by Ebbers, second by Baumgartner: to approve Resolution 2023-110, Amending the City of Olivia Smoke and Tobacco-Free Parks Policy. Motion passed unanimously.

Whitmore stated that this resolution is amending the policy to reflect a previous discussion about cannabis.

First Reading of Ordinance 2023-07, Amending Section 152.086 Standards, Home Occupation of Chapter 152

Whitmore shared that the Council's previous discussion about cannabis suggested a desire to make sure that the home occupation restrictions in residential districts would include no retail or commercial sales of cannabis products.

Hawkinson stated that we will hold a public hearing on November 20, 2023 regarding Ordinance 2023-07, Amending Section 152.086.

First Reading of Ordinance 2023-08, Amending Section 92.17 Public Nuisances Affecting Morals and Decency

Whitmore shared that this ordinance change is a reflection of the discussion of the Council at the October meeting about cannabis.

No additional items or new business items were presented.

REPORTS

EDA

Ebbers shared that the board had discussed housing at their last meeting. Mayor Hawkinson added that the focus was on Fairview Estates located near Pond Park.

Other Reports of Council / Staff

Torkelson shared that staff is working to update the Employee Personnel Policy.

Mayor Hawkinson shared that the Chamber has been very proactive with planning Holiday Happenings taking place on December 7th.

No additional reports were presented.

NOTICES AND COMMUNICATIONS

Mayor Hawkinson urged residents to vote for the school referendum. Mayor Hawkinson also thanked the veterans and highlighted that they will be celebrated on Saturday.

ADJOURNMENT

Motion by Padrnos, second by Baumgartner: to adjourn the meeting at 5:48 P.M. Motion passed unanimously.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk

WORK SESSION MINUTES

Monday, November 13, 2023

5:30 P.M. – 6:39 P.M.

WORK SESSION

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

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Tim Seehusen, Fire Chief; Jim Bach, Marcus Construction; Andrew Lindquist, Marcus Construction; Ross Okins, Renville County Register; Jasmine Miller, Deputy Clerk.

City of Olivia Public Safety Facility

The Council met to discuss designs plans for the City Hall/Public Safety Building Project. Marcus Construction presented preliminary plans to the Council and worked through potential changes for the office, fire department and police department spaces.

Jon Hawkinson, Mayor

Attest:

Jasmine Miller, City Clerk

Olivia City Council

November 20, 2023

Agenda Item:	Step Movement for Damon Coots
Request for Action:	Adopt Resolution #2023-111, Approving Step Movement for Damon Coots
Employee/Dept.:	Damon Coots, Patrol Officer

Background:

Damon Coots, Patrol Officer is eligible for a 6-month step movement based on a satisfactory review of his performance.

It is recommended that Damon Coots be moved to Step 1 of Grade 10 of the approved pay scale. Step movements have been approved and accounted for in the 2023 budget.

Budget Impact:

N/A

Funding Source:

General fund

Recommendation:

Staff recommends approving the step movement for Damon Coots.

Motion Type:

Simple majority vote of members present.

Attachments:

Resolution #2023-111

**CITY OF OLIVIA
RESOLUTION NO. 2023-111**

**RESOLUTION APPROVING
STEP MOVEMENT**

WHEREAS, the City of Olivia (the “City”) has provided for step movements of employees on the approved pay scale; and

WHEREAS, Damon Coots has satisfactorily had his performance reviewed for his first 6 months of service on the police department and subsequent goals set for the upcoming year; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Damon Coots at Step 1 of Grade 10 of the approved pay scale effective December 19, 2023.

Adopted by the City Council of the City of Olivia this 20th day of November 2023

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

RESOLUTION NO. 2023-112

CITY OF OLIVIA

**A RESOLUTION DESIGNATING POLLING PLACES FOR ELECTIONS CONDUCTED IN
THE CITY OF OLIVIA IN 2024**

WHEREAS, Minnesota Statutes 204B.16, subd. 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling place location may be made before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting.

THEREFORE, BE IT RESOLVED:

That the Olivia City Council hereby designates the following polling places for elections conducted in the City for the Elections in 2024:

Olivia Precinct (0135)

Olivia Library, 405 South 10th Street, Olivia, MN 56277

AND BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use by the City;

AND BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to designate an emergency replacement polling place meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution when necessary to ensure a safe and secure location for voting;

AND BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution and any subsequent polling place designations to the Renville County Elections Office.

Adopted by the City Council this 20th day of November 2023.

Jon Hawkinson, Mayor

Attested by: _____

Jasmine Miller, City Clerk

City of Olivia, Minnesota
Resolution 2023-113

2023 Liquor Licenses Set for Approval

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

WHEREAS; The City of Olivia Code of Ordinances chapter 116 establishes the provisions for licensing of establishments selling or serving liquor and other alcoholic beverages in the City;

WHEREAS; City Staff have sent renewal packets for 2024 liquor license applications and once returned by Licensee will confirm all the applicants listed below have retained sufficient liability insurance coverage to meet City and State insurance requirements; and

WHEREAS; The Olivia Police Chief will review the following liquor license applications and will determine that there are no current civil or criminal compliance issues that would keep the applicants from making their licensure requests;

THEREFORE; The Olivia City Council approves the renewal of the following licenses subject to the terms set forth in all relevant sections of Minnesota Statutes and the Olivia City Code:

Licensee Name: American Legion 186
Licensed Premise: 2450 W Lincoln Ave.
License(s) Approved: On-sale, Sunday

Licensee Name: Olivia Hotel & Restaurant (Max's Grill)
Licensed Premise: 2425 W Lincoln Ave
License(s) Approved: On-sale, Sunday

Licensee Name: Olivia Golf Club Inc.
Licensed Premise: 512 S 6th Street
License(s) Approved: On-sale, Sunday

Licensee Name: Brly's Inc.
Licensed Premise: 211 N 9th Street
License(s) Approved: On-sale, Sunday

Licensee Name: City of Olivia (Olivia Municipal Liquor Store)
Licensed Premise: 812 E Lincoln Ave.
License(s) Approved: On-sale at 812 E Lincoln; Off-sale at 802 E Lincoln

Licensee Name: Casey's Retail Company (Casey's General Store)
Licensed Premise: 620 E Lincoln Ave
License(s) Approved: Off-sale 3.2 Malt Liquor (Beer)

Adoption by the City Council of the City of Olivia on this 20th day of November 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

**CITY OF OLIVIA, MINNESOTA
RESOLUTION 2023-114**

**A RESOLUTION AUTHORIZING THE CERTIFICATION OF UNPAID REFUSE CHARGES
TO THE RENVILLE COUNTY AUDITOR FOR INCLUSION ON THE TAX ROLLS FOR THE
CALENDAR YEAR 2024**

WHEREAS, the City of Olivia recognizes the following list (Exhibit A of this resolution) as unpaid refuse accounts being held by West Central Sanitation; and

WHEREAS, Olivia Code section 53.23 provides the procedure for the City to certify unpaid refuse service fees and charges to the County Auditor to be collected with property taxes levied against the property; and

WHEREAS, the Code provides for due process rights of property owners to be respected by establishing a public hearing process so that owners can directly address the City Council regarding the unpaid refuse accounts in question prior to any certification authorization being considered; and

WHEREAS, notices were sent to the owners of the unpaid refuse accounts advising them of the public hearing on October 16th at or after 5:30 p.m. regarding the possible certification of past-due refuse collection fees and charges being certified against the properties in question; and

WHEREAS, said hearing was held which provided the public with an opportunity to provide written or oral testimony for the City Council to take into account prior to formal consideration of this resolution.

THEREFORE, BE IT RESOLVED that these unpaid accounts include a ten percent City administration fee and a \$5.00 County Assessment Set-up Fee.

FURTHER BE IT RESOLVED, that after receiving public testimony, having reviewed the information provided regarding the unpaid refuse accounts, the City Council of the City of Olivia hereby authorizes the unpaid accounts listed in Exhibit A to be certified to Renville County Auditor and placed as 2023 Refuse Collection Account Assessments against that Property's taxes payable with 2024 tax statements.

Adoption by the City Council of the City of Olivia on this 20th Day of November, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

Resolution 2023-114 Exhibit A

Delinquent Refuse Bills - 2023

Certify for Assessment to 2024 Taxes

WCS Acct No.	Service Address	Delinquent Amount	10% Admin Fee	County Assessment Set Up Fee	Total Amount Assessed
16442100	410 7 th St S	\$41.76	\$4.18	\$5.00	\$50.94
9300300	605 10 th St S	\$31.83	\$3.18	\$5.00	\$40.01
3065900	214 5th St S	\$52.68	\$5.27	\$5.00	\$62.95
16573400	306 Fairview Ave	\$178.16	\$17.82	\$5.00	\$200.98
17507800	312 11th St S	\$35.38	\$3.54	\$5.00	\$43.92
7631200	307 9th St N	\$50.34	\$5.03	\$5.00	\$60.37
17465900	211 Depue Ave E	\$85.96	\$8.60	\$5.00	\$99.56
17621000	205 11 th St S	\$20.20	\$2.02	\$5.00	\$27.22
7159400	501 11 th St N	\$99.52	\$9.95	\$5.00	\$114.47
17423200	403 3 rd St S	\$25.56	\$2.56	\$5.00	\$33.12
17296700	1007 DePue Ave E #201	\$139.57	\$13.96	\$5.00	\$158.53
16588000	712 Plum Ave E #22	\$58.74	\$5.87	\$5.00	\$69.61
16170500	209 7 th St S	\$12.48	\$1.25	\$5.00	\$18.73
4054900	307 DePue Ave E	\$30.73	\$3.07	\$5.00	\$38.80
6885400	1304 Fairview Ave W	\$43.90	\$4.39	\$5.00	\$53.29
6266400	705 Lincoln Ave E	\$86.74	\$8.67	\$5.00	\$100.41
1481200	913 Circle Dr	\$92.68	\$9.27	\$5.00	\$106.95
2987500	808 15 th St S	\$79.27	\$7.93	\$5.00	\$92.20
3829700	303 11 th St N	\$87.19	\$8.72	\$5.00	\$100.91
1415500	410 10 th St S	\$21.95	\$2.20	\$5.00	\$29.15
1573700	612 Maple Ave E	\$98.99	\$9.90	\$5.00	\$113.89
12925000	616 DePue Ave E	\$39.07	\$3.91	\$5.00	\$47.98
2519700	1312 Pine Cir	\$52.68	\$5.27	\$5.00	\$62.95
7010400	110 10 th St S	\$52.68	\$5.27	\$5.00	\$62.95
6432700	110 6 th St S	\$25.11	\$2.51	\$5.00	\$32.62
16738800	708 9 th St N	\$141.82	\$14.18	\$5.00	\$161.00
Total		<u>\$1,684.99</u>	<u>\$168.50</u>	<u>\$130.00</u>	<u>\$1,983.49</u>



AGENDA ITEM REQUEST

Meeting Date Requested: 11-20-23

Agenda Item Request: _____

Maxwell Navo Gap Modified #201
mastick for streets

Department: Public works

Name & Signature:

Craig Magez Craig Magez

#	Item	Purpose	Amount
1	<u>Maxwell Gap 201</u>	<u>Street cracks</u>	<u>\$ 31015.50</u>
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____

Budget Impact:

No impact want for next years budget. Need
to order now for a discount. will be billed in
January.

Action Requested / Recommended:

November 7, 2023

City of Olivia
Attn: Craig Mages
1009 W Lincoln Ave
Olivia, MN 5277-1250
320-522-0345
oliviapw@olivia.mn.us

Craig,

Thank you for the opportunity to quote sealant for your asphalt maintenance needs. I have listed the price for the sealant you are interested in.

Winter Buy Program
2023/2024 Winter Buy Discounted Pricing:

Maxwell Nuvo Gap Modified #201 (best for roads) (softness and stretch ability)

*heat between 370° - 390° *

- Estimating 46,500 lbs. for full semi-load @ \$0.667/lb. = \$31,015.50 delivered price
*pounds are approximate – total will depend on the total pallets & pallet weights

We pre-ordered a combined 80 loads of material on our 'Winter Buy' program. You can order and take delivery now and be invoiced now if your budget allows, or you can order now and delay shipping and payment until January through February 2024.

Maxwell Gap Primer

- Gap Primer – 55-gallon drum @ \$46.77/gal. = \$2,572.35 Delivered Price

****Special Terms relating to the Hot Pour Sealant – Net 30 Days.** If the balances are not paid in full within 30 days, a 2% charge will be added to the invoice totals. Again, this year we are being charged from our Material manufacturers a 2% fee if our invoices are not paid in full within 30 days, therefore we are passing it on to our customers as well. Please notify your Accounting Dept. so they are aware of the following terms.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Midstates Equipment & Supply may charge interest at

the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Midstates Equipment & Supply reserves the right, without penalty from Owner, to stop service or shipment if the Owner does not make payments to Midstates Equipment & Supply when due. This Proposal/Contract may be withdrawn by Midstates Equipment & Supply if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Date of Acceptance _____ PO# _____

Signature *Craig Magee*

Signature _____

If you have any questions, please do not hesitate to call.

Sincerely,

Jerry Van Dyke
Jerry Van Dyke
MIDSTATES EQUIPMENT & SUPPLY
JVD/ab

Sealant Quote for City of Olivia – Winter Buy 2023-2024

Information needed when ordering:

Delivery Address: 109 N 14th St. Olivia MN 56277

Delivery Days/Hours: 7:00 am to 2:30 pm

Contact Name: Craig Magee

Contact Number: 320-522-0345

Order for delivery in 2023 or 2024, please circle the year. Thank you!

MIDSTATES

EQUIPMENT & SUPPLY

606 County Rd. #1
Mountain Lake, MN 56159
Tel. (507) 427-3807
Fax (507) 427-3709
Toll Free 1-800-929-3807

November 7, 2023

City of Olivia
Attn: Craig Mages
1009 W Lincoln Ave
Olivia, MN 5277-1250
320-522-0345
oliviapw@olivia.mn.us

Craig,

Thank you for the opportunity to quote sealant for your asphalt maintenance needs. I have listed the price for the sealant you are interested in.

Winter Buy Program
2023/2024 Winter Buy Discounted Pricing:

Maxwell Nuvo Gap Modified #201 (best for roads) (softness and stretch ability)
***heat between 370° - 390° ***

- **Estimating** 46,500 lbs. for full semi-load @ \$0.667/lb. = \$31,015.50 delivered price
*pounds are approximate – total will depend on the total pallets & pallet weights

We pre-ordered a combined 80 loads of material on our 'Winter Buy' program. You can order and take delivery now and be invoiced now if your budget allows, or you can order now and delay shipping and payment until January through February 2024.

Maxwell Gap Primer

- **Gap Primer** – 55-gallon drum @ \$46.77/gal. = \$2,572.35 Delivered Price

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TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Midstates Equipment & Supply may charge interest at



Proposed by

Steven McDonald, CPA

Managing Partner | Abdo

smcdonald@abdosolutions.com

P 952.715.3002

November 13, 2023

SERVICE PROPOSAL FOR

City of Olivia

1009 West Lincoln Ave, Olivia, Minnesota 56277

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

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Shawn Hanson, Finance Director
City of Olivia
1009 West Lincoln Ave
Olivia, Minnesota 56277

November 13, 2023

Dear Shawn,

Thank you for the opportunity to submit this proposal to City of Olivia (the City) for audit services. We appreciate the opportunity to continue working with you and the City. Based on our previous experience with the City and similar cities, we are confident that Abdo would continue being a great fit.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes alongside them. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver creative solutions.

Based on our previous conversations with you and our experience working with the City, we understand the following factors are important in our relationship, and you will see these addressed in the following proposal:

- Having an audit team that is responsive to communication requests and meets the established timelines. We understand the City's expectations were not met during the last audit. We heard your feedback and acknowledge this was an issue. We commit to establishing clear timelines and due dates to ensure your expectations are met.
- Additionally, we have a history of strong performance meeting the City's expectations, improving processes, and bringing ideas. While we were not satisfied with the timeline in last year's audit, we believe the City's staffing consistency will also be a positive factor in achieving the delivery targets.
- Utilizing audit staff who are knowledgeable in the area of government accounting and are available for questions during the year.

We look forward to discussing any additional factors with you as we continue our conversations and encourage you to let us know how we can better partner with you throughout our engagement.

The enclosed proposal will demonstrate to you that we will be a great service provider and partner. We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present our firm for your consideration. We will follow up with you to answer any questions or concerns you may have and to provide any further information you may need.

This proposal is a firm and irrevocable offer for sixty (60) days.

Sincerely,

Abdo

Steven McDonald, CPA
Managing Partner | Abdo

Bonnie Schwieger, CPA
Senior Manager | Abdo

100 Warren Street, Suite 600 Mankato, Minnesota 56001	P 507.625.2727
5201 Eden Avenue, Suite 250 Edina, Minnesota 55436	P 952.835.9090
14500 N Northsight Blvd, Suite 233 Scottsdale, Arizona 85260	P 480.864.5579



Executive Summary

Based on our previous work with the City, conversations with City staff and our understanding of the City's needs set forth in the request for proposal, we propose the following solutions for City.

We understand that the key requirements you have of your selected advisors include:

- Access to partners and staff for assistance in answering questions throughout the year
- Provide governmental industry resources to the City; including information on GASB updates and legislative changes
- Demonstrate familiarity, knowledge and experience in the government industry
- Meet deadlines as prescribed within the established audit timeline
- Provide a timely and efficient audit

We understand that the requested work to be completed includes the following services:

- Annual Financial Statement Audit
- Single Audit (if applicable)
- Executive Governance Summary
- Presentation to the Council

Based on our work with more than 100 cities similar to yours, we firmly believe we can meet your requirements and exceed your expectations for the reasons listed below and referenced in our proposal.

- We provide timely services and currently adhere to an 18-day turnaround time from fieldwork for the delivery of draft financial statements to the client.
- We have worked with numerous other entities with Incode Accounting Software.
- Our Council presentation uses ratios and comparisons of trends that give snapshots of metrics for your Organization through graphs and charts.
- We have a dedicated team of over 60 partners, managers and staff that serve governments exclusively.
- Our experience extends beyond just audit and compliance. We also provide the following services to our clients:
 - Human Resource solutions
 - Long-term financial planning
 - One-on-one personalized and group-focused training opportunities
 - Process improvements, including lean process and process evaluation
- Integral to our mission is a philosophy that we help organizations reach their maximum potential through open communications and teamwork. **We enjoy answering questions any time of the year, and at no cost!**



SEE A SAMPLE

[Click here](#) to see a sample audit presentation for city clients!



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



STEVEN MCDONALD, CPA

Managing Partner
smcdonald@abdosolutions.com
P 952.715.3002



BONNIE SCHWIEGER, CPA

Senior Manager
bonnie.schwieger@abdosolutions.com
P 952.715.3065



THOMAS OLINGER, CPA

Government Partner
thomas.olinger@abdosolutions.com
P 507.304.6802



JILL KNUTSON, CPA

Senior Associate
jill.knutson@abdosolutions.com
P 952.715.3074



CIERRA NAGOVSKY

Associate
cierra.nagovsky@abdosolutions.com
P 952.715.3008



Government Experience

You can have confidence in our 60 years of quality auditing services and partnership in the government space. Since 1963, we've served entities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in auditing. Out of our 240-strong, talented staff, over 50 team members are 100% focused on government clients, including services for over 100 cities and various municipalities. By serving local municipalities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you an audit experience that's painless. We do this by communicating up front, coming better prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for local governments. In addition to our audit experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a finance director role. We don't believe in a one-size-fits-all mentality, so together we'll focus on the needs that are relevant to your and provide the right services to meet them with a tailored approach.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving local governments. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with our team to forge a brighter path forward for your city.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- We speak and train on government accounting and auditing topics
- Audit services for 100+ cities
- Our clients represent top tier governments with 20 municipal clients receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting
- Audit services for 20+ EDA's and HRA's
- Audit services for 35+ other governmental entities
- Audit or attestation services for 80 Fire Relief Association's



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CITY & COUNTY CLIENTS
ACROSS MINNESOTA

Audit Approach

We deliver auditing services that are more than just a compliance service. We exceed what's considered the "standard audit support," placing a strong emphasis on a relationship-driven approach that facilitates a partnership with your city. We work together to ensure we have a clear understanding of the City's needs, challenges and financial information. Together with your team, we'll help to leverage this information to increase efficiency and effectiveness.

PARTNERSHIP

Integral to our mission is a philosophy that we help cities reach their maximum potential through open communication and teamwork. We enjoy answering questions any time of the year, and at no cost! We also believe in:

- Consistent, clear, proactive communication that offers suggestions and makes your work easier
- Returning phone calls and questions promptly
- Gathering information through dialog, not checklists
- Conducting listening calls with you outside of the engagement to understand the City, build a long-term relationship with you, and learn how we can improve.

PEOPLE

Our value comes from our experience and the education we can provide. Our professionals go beyond the required standards to make sure we have a clear understanding of your city. We work with your management team to leverage this information to increase efficiency and profitability. We put together a team of experts specifically for you, whose experience and industry knowledge aligns with the needs of your city.

PROCESS

While we will audit the financial statements of your city in accordance with the applicable regulatory standards, our process is designed to go far beyond that. It enables us to gain a thorough understanding of the processes, procedures, and general operations of your city.



CLIENT UNDERSTANDING

Your leadership team plays an important role in your financial reporting. We always begin our process with a face-to-face conversation to gain a thorough understanding of your city, internal controls, processes and procedures. Our experience with cities like yours allows us to develop a customized audit and communications plan. We will prepare a timeline detailing significant steps in the audit process from beginning to end.

AUDIT STRATEGY DESIGN

Your city is unique and therefore your audit plan will be tailored to your operations and will include the relevant and appropriate standards. Our audit strategy is based off our understanding of your city. It will also encompass:

- Leadership concerns and expectations
- Risk assessment
- Understanding your internal controls
- Testing

AUDIT PLAN EXECUTION

Our execution of your audit strategy begins with fieldwork and ends with a presentation of your draft financial statements. Our team, including partners and managers, will be present during fieldwork and we'll be in continuous communication with your staff.

Fieldwork is where we document internal controls, conduct walk throughs, and obtain audit evidence to support financial statement amounts and disclosures. Our paperless audit approach allows us to do much of the fieldwork from our office. We will discuss your preference for the amount of onsite work and agree on a mutually beneficial schedule.

During fieldwork we will discuss any potential audit adjustments with your staff to ensure we agree on the need for the audit adjustment and amount. We will also discuss any potential internal control deficiencies to verify our understanding and discuss potential solutions. We want to be problem solvers, not problem reporters.

After reviewing the financial statements, notes and supplementary schedules, if any, we prepare a draft of the financial statements for your review and approval. We will also send a list of audit adjustments noting the reasons for each adjustment.

AUDIT COMPLETION

After the previous segments mentioned are complete, we will be ready to finalize the audit. We will report results of your audit to the finance committee (or any other group desired). We will also deliver a executive governance summary that identifies critical financial trends and recommendations for improvement, provides required communications, and discusses changes in the environment in which your city operates.

During this stage we will also complete the following procedures:

- Complete subsequent events review procedures and review legal and representation letters
- Complete final overall analytical review procedures
- Communicate significant deficiencies and material weaknesses
- Conduct exit conference
- Issue an audit opinion



Additional Approach Details

Analytical Procedures

Analytical procedures are defined in Statement on Auditing Standards No. 56, “Analytical Procedures” as evaluations of financial information made by a study of plausible relationships around both financial and non-financial data. They are required in the planning and final review stage, but our firm encourages staff to use analytical procedures where possible. Our firm management directs the use of analytical procedures as follows:

- *Planning* | The objective for analytical procedures at this stage is to direct attention to likely misstatements. We use trend analysis to meet our objective in planning. Examples of trend analysis would be a comparison to the budget for funds that adopt a budget and/or comparison to prior year. We also may consider a comparison among three to five years. Additional testing may result if the expectations established at the start of the trend analysis are not met.
- *Substantive Testing* | The objective of analytical procedures at this stage is to support or refute financial statement account balances. We have found that analytical procedures are more efficient and can be more effective than tests of details. Depending on the make-up of the account, we will use trend analysis, ratio analysis and/or modeling.
- *Final Review* | The objective is to review the reasonableness of financial statement account balances. We use trend analysis to meet our objectives. This trend analysis is completed on final audited amounts.

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control Structure

Our goal in preliminary fieldwork is to gain a thorough understanding of your internal controls, processes, and procedures. The completion of these elements allows us to minimize the fieldwork required to complete the audit.

Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work

We are required to obtain an understanding of the possible financial statement effect of laws and regulations that have a direct and material effect on the determination of financial statement amounts. The determination of laws and regulations are addressed in the planning stage through reading available grant documentation, client inquiries, and a preliminary review of finance system accounts and search of the City Council minutes. We also have a working knowledge of the types of laws and regulations Minnesota governments operate under. Further discussion is provided in the section Firm Qualifications and Experience. In addition, we obtain further information about federal laws and regulations through the Catalog of Federal Domestic Assistance (CFDA) and the U.S. Office of Management and Budget (OMB) Compliance Supplement.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

Since each program or grant agreement is different, we use a variety of statistical designs in our compliance testing. The size of the sample considers many program factors; size, maturity, complexity, level of oversight and prior audit findings. Ultimately, our professional judgment determines that a representative number of transactions have been selected. You can be confident in our judgment because only senior level (partner, manager, and supervisor) staff makes decisions on planned compliance testing.

Identification of Anticipated Potential Audit Problems

At this time, we do not anticipate any potential audit problems. If problems did arise, we carefully work with the City to resolve the matter.

Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our audit services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote audit services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the planning/fieldwork phase to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

Service Timeline



We prepare a timeline each year for our audits. Timelines are based on when organizations are able to complete their necessary year-end work. Please see below for an anticipated timeline that identifies what you can expect, and when. Once hired we will work with you on an exact timeline that fits your needs. This is an example of a typical timeline. Additionally, the table below outlines our proposed segmentation of the engagement.

DECEMBER

Client Understanding:

Together, we mutually agree with management on a timeline to perform the audit.

JANUARY

Entrance Conference, Planning & Interim Fieldwork

We will select our sample and provide information requests to management. We estimate the planning and interim fieldwork taking one day.

APRIL

Year-end Audit & Fieldwork

We will have our team on-site to conduct fieldwork using our outlined audit approach. We estimate that the fieldwork will take 3-4 days.

MAY

Reporting

We will provide drafted materials by May 31st and meet with key management in May for an Exit Conference, followed by a report presented to the Council a June meeting. The Final audit report will be delivered to the City by June 15th.

Value

Our fees are based upon the experience and level of the individuals to be assigned to perform the work from \$180 - \$480 per hour. Fees are also based on the assumption that you will be assisting us whenever possible with supporting documentation. We will agree to a detailed plan and prepare a list of requested schedules upon proposal acceptance.

We do not believe in charging for phone calls, emails, or routine communications. Instead, we encourage clients to call us for questions, advice, or just update us on what is happening in their city throughout the year. We want to be a resource for you – without any worry about whether or not the meter is running.

If our communications identify additional service needs, we'll discuss these needs with you and provide an additional fee range as needed. We also tailor our billing policies to the desires of our clients, so we welcome you to discuss any specific needs with our team upon acceptance of this proposal.

We have not anticipated any additional hours for new audit or accounting standards. Accounting or standard changes may result in increased hours.

The Schedule of Professional Fees and Expenses can be found in the separate Dollar Cost Proposal.

What Our Clients Say



CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their audit preparation services. Additional references are available upon request.

CITY OF GRANITE FALLS

Neal Carstensen
Finance Director
P 320.564.3011

CITY OF HIBBING

Sheena Mulner
Appointed City Clerk - Treasurer
P 218.312.1602

CITY OF NORWOOD YOUNG AMERICA

Andrea Aukrust
City Administrator
P 952.467.1805

"The City of Granite Falls has had a longstanding and beneficial partnership with Abdo since 2013. Their staff is professional and knowledgeable on all financial issues. Their expertise has served our City, our Council, and our staff very well. With Abdo's guidance, the City of Granite Falls has maintained a strong financial position."

CITY OF GRANITE FALLS

Neal Carstensen | Finance Director

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

LONG TERM PLANNING

How will you fund your city's Capital Improvement Plan? Part of establishing a capital improvement program is determining how to pay for it. Will you issue debt? Raise property taxes? Reorganize your capital budget? A long-term plan can help you answer these questions and more. Depending on your needs, our approach to long term planning may include:

- Preparing projections to gauge future revenue streams
- Conducting a debt management study
- Reviewing reserve and fund balance policies
- Implementing plans to achieve pay-as-you-go financing

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

– **Steve McDonald, CPA** | *Managing Partner*





An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

*of our employees
are female*



51%

*of our
management level
employees are
female*



23%

*of our interns this
year were people
of color*

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE



Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.



YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.



License & Independence

LICENSED TO PRACTICE IN MINNESOTA

Abdo (the Firm) and its entire CPA staff hold licenses to practice in the state of Minnesota. All licenses are in good standing. The Firm and several partners and staff are licensed in other states and also are in good standing. The Firm's CPAs are all members in good standing with the Minnesota Society of CPAs and the AICPA. Our professional staff and membership in professional associations indicates that the services we provide to your city will be of the highest quality.

INDEPENDENCE

Our standards require that we be without bias with respect to your operations. The Firm is independent of City of Olivia as defined by auditing standards generally accepted in the United States of America.

The Firm is a member of the American Institute of Certified Public Accountants Division of Firms and has received an unmodified opinion on its Peer Review, a copy of which is attached to this proposal in Appendix B. Our Peer Review was completed in 2020 and resulted in a pass rating.

The Firm has not had any federal or state desk reviews or field reviews of its audits in the last three years. We have had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

We maintain library facilities which include current professional literature and specific information for the industries that we serve. The Firm library is also reviewed as part of the external quality review program. The Firm has in-house training programs specific to the industries we serve in order to maintain a knowledge-base relevant to our unique clients. We also perform auditing and accounting updates for our clients that are organized by our staff. These practices ensure the quality of our staff over the term of engagement.



Appendix A

PROPOSER GUARANTEES & WARRANTIES



Proposer Guarantees & Warranties

1. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-state) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

A handwritten signature in black ink that reads "Steven McDonald". The signature is written in a cursive, flowing style.

Name: Steven McDonald, CPA

Title: Managing Partner

Firm: Abdo

Date: November 13, 2023



Appendix B

PEER REVIEW LETTER



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 10, 2020

To the Partners of
Abdo, Eick and Meyers, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, Eick and Meyers, LLP has received a peer review rating of *pass*.



Brady Martz and Associates, P.C.





Appendix C

PROFESSIONAL BIOGRAPHIES





Steve McDonald

CPA

Managing Partner

smcdonald@abdosolutions.com

Direct Line 952.715.3002

Steve joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 15 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double-digit growth.

EDUCATION

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association

AFFILIATIONS

- Young Presidents Organization
- Edina Community Foundation – Past Treasurer
- Minnesota Youth Hockey Association – Treasurer
- DFK USA – President Elect

QUALIFICATIONS

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls

ABDO
CONTINUING PROFESSIONAL EDUCATION ATTENDANCE RECORD
STEVEN MCDONALD

Completion Date	Course Title	Sponsor	Gov't Audit	Technical	Non-Technical	Ethics	Total CPE
01/06/2020	AEM 100 All Firm Deliver More Conference	Abdo, Eick & Meyers, LLP			4		4
03/04/2020	Considering and Documenting Nonaudit Services under the 2018 Yellow Book	AICPA	2				2
05/07/2020	Making Sound People Decisions in the Midst of a Crisis	Upstream Academy			1		1
05/28/2020	AEM 100 Metro Firms Ethical Webinar	Abdo, Eick & Meyers, LLP				4	4
06/17/2020	Risk Assessment Considerations in a SLG Financial Statement Audit	AICPA	2				2
06/30/2020	Fraud and Abuse in Not-for-Profit Entities and Governments: Stealing from Everyone	Surgent	8				8
06/30/2020	The Most Dangerous Elements of a GAAS Audit	Surgent	4				4
11/05/2020	DFK MP Breakout 2020	DFK			2		2
11/05/2020	DFK MP 2020 General Session	DFK			1.5		1.5
11/05/2020	DFK MP 2020 General Session	DFK			1		1
11/06/2020	DFK MP 2020 General Session	DFK			1		1
02/13/2021	Risk Assessment Deep Dive: How to Avoid Common Missteps	AICPA		3.5			3.5
05/19/2021	AEM 100 Current Issues in Business Ethics - 2021	Abdo, Eick & Meyers, LLP				4	4
06/24/2021	DFK Managing Partners 2021 (Business Development Breakout)	DFK International/USA			1.5		1.5
06/24/2021	DFK Managing Partners 2021 (General Session Thursday AM)	DFK International/USA			3		3
10/20/2021	DFK NAAC 2021 - Day 1 General Sessions	DFK International/USA			3		3
10/21/2021	DFK NAAC 2021 - Day 2 General Sessions	DFK International/USA			2		2
10/21/2021	DFK NAAC 2021 - Day 2 General Sessions	DFK International/USA			2.25		2.25
02/03/2022	Abdo 100 DEI Discussion: Blind Spots	Abdo				1	1
04/21/2022	AICPA Town Hall Series	AICPA	2				2
05/10/2022	2022 G400 Community Meeting	AICPA			2.5		2.5
05/20/2022	DFK Managing Partners 2022	DFK International/USA			11		11
06/16/2022	Risk Management in the Public Sector	Becker Professional Education	2.5				2.5
06/20/2022	GASB Statement 87: Leases	Becker Professional Education	2				2
06/21/2022	Improper Payments: Legislation and Mitigation	Becker Professional Education	3.5				3.5
06/22/2022	Understanding the independence implications of the new state and local gover	AICPA	2				2
06/29/2022	Introduction to Government/Fund Accounting	Becker Professional Education	4				4
06/30/2022	Business Combinations and Goodwill	Becker Professional Education		2.5			2.5
10/28/2022	DFK North American Annual Conference 2022	DFK International/USA			15.5		15.5
01/31/2023	DFK Major Firms Meeting 2023	DFK International/USA			6		6
05/10/2023	2023 G400 Community Meeting	AICPA		1.5	9		10.5
06/13/2023	Preparing Your CPA Firm for the Future with Automation and Integration Webi	Boomer Consulting			1		1
06/20/2023	GASB 96 – Subscription-Based Information Technology Arrangements (SBITA	Becker Professional Education	1				1
06/20/2023	GASB 96 – Subscription-Based Information Technology Arrangements (SBITA	Becker Professional Education	1				1
TOTAL			34	7.5	67.25	9	117.75





Bonnie Schwieger

CPA

Senior Manager

bonnie.schwieger@abdosolutions.com

Direct Line 952.715.3065

Bonnie joined the Firm in 2012 after graduating from Minnesota State University, Mankato. Her work includes assisting in the audits of several local governments, charter schools, schools districts, utility commissions and housing authorities. She also conducts Single Audits for her clients. Bonnie has spoken at several professional events and conferences on a variety of governmental accounting topics, including Governmental Accounting Standard updates, audit preparation best practices and grant compliance. Within our firm, she is a member of the GASB standard implementation committee.

EDUCATION

- Bachelor of Science in Accounting, Minnesota State University – Mankato
- Associate of Arts in Accounting, South Central College - Mankato
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Minnesota Society of Certified Public Accountants

QUALIFICATIONS

- 11 years of experience auditing local governments and schools in Minnesota
- Several years of experience assisting cities with long term financial planning.
- Over 90 percent of billable time relates to governmental clients
- Certified in Microsoft Excel

**ABDO
CONTINUING PROFESSIONAL EDUCATION ATTENDANCE RECORD
FOR BONNIE SCHWIEGER**

Completion Date	Course Title	Sponsor	Gov't Audit	Technical	Non-Technical	Ethics	Total CPE
06/01/2020	MNCPA Audits of School Districts Conference	MNCPA	1.5	1	1.5	1.5	5.5
07/16/2020	AEM 100: What the Heck is EOS?	Abdo, Eick & Meyers, LLP			1		1
09/14/2020	Preparing for your First Single Audit: An Auditee Perspective	AICPA	2				2
09/17/2020	AEM 200 Upstream Series: Leading Remotely	Abdo, Eick & Meyers, LLP			0.5		0.5
10/01/2020	AEM 200 Upstream Series: Leading Remotely	Abdo, Eick & Meyers, LLP			0.5		0.5
10/28/2020	AEM 200 Upstream Series: Leading Remotely	Abdo, Eick & Meyers, LLP			0.5		0.5
11/23/2020	Diversity & Inclusion Certification Series	Minnesota State University			14		14
12/16/2020	AEM 100 Introduction to the AEM Equipping Advisors Academy	Abdo, Eick & Meyers, LLP			1		1
01/06/2021	AEM 100 All Firm Event - Managing 2021 Style	Abdo, Eick & Meyers, LLP			1		1
01/20/2021	The Ins and Outs of Coronavirus Relief Fund (CRF) for Local Minnesota Governments	MNCPA	1				1
03/11/2021	Uniform Guidance Revisions: What you need to know	AICPA	2				2
05/19/2021	AEM 100 Current Issues in Business Ethics - 2021	Abdo, Eick & Meyers, LLP			4		4
06/29/2021	Advanced Topics in a Single Audit	AICPA	10				10
07/19/2021	ELA Virtual Conference Session 1B	Upstream Academy			3		3
08/19/2021	Maximize Productivity and Time Management	Upstream Academy			1		1
10/19/2021	Bill and Collect for the Value You Provide	Upstream Academy			1		1
11/15/2021	Exploring the Revised Procurement Standards	BPN	2				2
11/17/2021	ACT 300 Client Experience: Client Service Part 2	Abdo			1.5		1.5
12/14/2021	Provide Godo Stewardship of Firm Resources	Upstream Academy			1		1
02/01/2022	GASB's Lease Standard: Are You Ready?	AICPA	2				3
04/21/2022	Auditor Considerations: The Coronavirus State and Local Fiscal Funds Program	AICPA	2				2
05/24/2022	Abdo 100 Cooking with Fire: Simple Receipts to Ignite Growth	Abdo			2		2
06/14/2022	MNCPA Audits of School Districts Conference	MNCPA	3		5		8
06/27/2022	GASB Statement 87: Leases	Becker Professional Education	2				2
06/29/2022	2022 Yellow Book Update	Becker Professional Education	2				2
06/30/2022	Single Audit Quality - Focus on Risk Assessment, Evaluating Results, and Reporting	Becker Professional Education	3				3
07/19/2022	Abdo 200 Sexual Harassment Prevention - July 2022	Abdo				1.5	1.5
07/25/2022	Abdo 100 Diversity, Equity and Inclusion: The Biology of Race	Abdo				1.5	1.5
07/26/2022	ELA Virtual Conference Years 1 and 2 Session 1 2022-2023	Upstream Academy			3		3
08/09/2022	Abdo 100: Diversity, Equity and Inclusion: The Science of Diversity	Abdo				1.5	1.5
09/20/2022	ELA Virtual Conference Years 1 and 2 Session 2 2022-2023	Upstream Academy			3		3
10/27/2022	CDS-PTW05 Provide A-Level Experiences for A-Level Clients	Upstream Academy			1		1
10/31/2022	ABDO 100 Time Power-Ups: Get the Right Things Done to Work Well and Play More!	Abdo			2		2
11/15/2022	GOV 100: GASB & GAAP Updates Fall Seminar	Abdo	1				1
01/17/2023	CDS-MTWO8 Work Strategically with B & C Clients	Upstream Academy			1		1
01/26/2023	ELA Virtual Conference Years 1 & 2 Session 3 2022-2023	Upstream Academy			3		3
06/06/2023	MNCPA Audits of School Districts Conference	MNCPA	4	1	2	1	8
06/27/2023	ABDO 300 Abdo Management Practices: An Introduction	Abdo			1.5		1.5
06/29/2023	2023 Yellow Book Update	Becker Professional Education	2				2
06/29/2023	Accounting for Revenues in Government (Emphasis on Non-Exchange Transactions)	Becker Professional Education	3				3
06/30/2023	GASB 94 - Public Private and Public-Public Partnerships and Availability Payment Arrangements	Becker Professional Education	2				2
TOTAL			44.5	2	55	7	108.5





Tom Olinger

CPA

Government Partner

thomas.olinger@abdosolutions.com

Direct Line 507.304.6802

Tom joined the Firm in 1995 after graduating from Minnesota State University, Mankato with a B.S. Degree in Accounting. He oversees many of the Mankato office's municipal, fire relief, and school district audit engagements as well as Single Audit and nonprofit audits.

EDUCATION

- Bachelor of Science in Accounting, Minnesota State University, Mankato
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association

QUALIFICATIONS

- 25 years of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Experience in municipal long-term financial plans and utility rate studies

**ABDO
CONTINUING PROFESSIONAL EDUCATION ATTENDANCE RECORD
FOR TOM OLINGER**

Completion Date	Course Title	Sponsor	Gov't Audit	Technical	Non-Technical	Ethics	Total CPE
01/06/2020	AEM 100 All Firm Deliver More Conference	Abdo, Eick & Meyers, LLP			4		4
05/07/2020	Making Sound People Decisions in the Midst of a Crisis	Upstream Academy			1		1
05/12/2020	Making Sound Financial Decisions in the Midst of a Crisis	Upstream Academy			1		1
05/28/2020	AEM 10- Metro Firms Ethical Webinar	Abdo, Eick & Meyers, LLP				4	4
05/29/2020	Create a Path for Continual Growth	Upstream Academy			1		1
06/11/2020	Encourage Expertist	Upstream Academy			1		1
06/26/2020	Cultivate an Advisory Mindset	Upstream Academy			1		1
07/27/2020	Provide Effective Constructive Feedback	Upstream Academy			1		1
08/25/2020	Build Business Development Skills	Upstream Academy			1		1
10/01/2020	LR2 - People	Upstream Academy			1		1
10/01/2020	AEM 200 Upstream Series: Leading Remotely	Abdo, Eick & Meyers, LLP			0.5		0.5
10/28/2020	LR3 - Clients	Upstream Academy			1		1
10/28/2020	AEM 200 Upstream Series: Leading Remotely	Abdo, Eick & Meyers, LLP			0.5		0.5
11/10/2020	LR4 - Growth	Upstream Academy			1		1
02/19/2021	Risk Assessment Deep Dive: How to Avoid Common Missteps	AICPA		3.5			3.5
03/11/2021	Uniform Guidance Revisions: What you need to know	AICPA	2				2
05/19/2021	AEM 100 Current Issues in Business Ethics - 2021	Abdo, Eick & Meyers, LLP				4	4
06/21/2021	Exploring the Revised Procurement Standards	BPN	2				2
06/23/2021	Common Yellow Book & Single Audit Deficiencies	BPN	4				4
08/19/2021	Maximize Productivity and Time Management	Upstream Academy			1		1
09/01/2021	AEM 300: Digital Rainmaker Session 3: Networking Virtually	Abdo			1		1
09/27/2021	AEM 300: Digital Rainmaker Session 3: Best Practices for Integrating Video into the Sales Process	Abdo			1		1
10/20/2021	AEM Government Fall Webinar: ARPA & Grants	Abdo	1				1
02/03/2022	Abdo 100: DEI Discussion - Blind Spots	Abdo				1	1
04/21/2022	Auditor Considerations: The Coronavirus State and Local Fiscal Funds Program	AICPA	2				2
05/12/2022	Current Issues in Business Ethics - 2022	Smith Schaffer				4	4
05/19/2022	2022 State and Local Government Audit Planning Considerations	AICPA	2				2
05/24/2022	Single Audit Fundamentals Part 4: Overview of Sampling and Single Audit Reporting Requirements	AICPA	2				2
05/24/2022	Single Audit Fundamentals Part 3: Compliance Requirements and Internal Control over Compliance	AICPA	2				2
06/06/2022	MNCPA Audits of Schools Districts Conference	MNCPA	3		5		8
06/09/2022	2022 Compliance Supplement and Single Audit Update	AICPA	2				2
06/27/2022	GOV 100 Asset Retirement Obligations (GASB 83)	Abdo		1			1
06/27/2022	GASB 84: Fiduciary Activities	Becker Professional Education	1				2
07/19/2022	Abdo 200 Sexual Harrassment Prevention - July 2022	Abdo				1.5	1.5
10/25/2022	Abdo 300 2x4 Coaching Conversations	Abdo			1		1
10/27/2022	CDS-PTWO5 Provide A-Level Experiences for A-Level Clients	Upstream Academy			1		1
10/31/2022	ABDO 100 Time Power-Ups: Get the Right Things Done to Work Well and Play More!	Abdo			2		2
11/15/2022	GOV 100: GASB & GAAP Updates Fall Seminar	Abdo	1.5				1.5
01/17/2023	CDS-MTWO8 Work Strategically with B & C Clients	Upstream Academy			1		1
03/16/2023	Evaluating Findings and Reporting in a Single Audit	American Institute of CPAs	2				2
04/20/2023	Auditing the Most Common Programs Received by School Districts	AICPA	2				2
05/23/2023	Current Issues in Business Ethics – 2023	Smith Schaffer				4	4
05/25/2023	Risk Assessment Under SAS No. 145	AICPA	2				2
06/06/2023	MNCPA Audits of School Districts Conference	MNCPA	3	1	3	1	8
06/23/2023	2023 State and Local Government Audit Planning Considerations	AICPA		2			2
06/27/2023	ABDO 300 Abdo Management Practices: An Introduction	Abdo			1.5		1.5
06/29/2023	Yellow Book and Single Audit Update - 2023	Becker Professional Education	1.5				1.5
		TOTAL	59	20	61.5	26	166.5





Jill Knutson

CPA

Senior Associate

jill.knutson@abdosolutions.com

Direct Line 952.715.3034

Jill joined the Firm in 2022 after graduating from Benedictine College. Prior to joining Abdo full-time in 2022, Jill was a government intern during the 2020 city audit season and 2021 school audit season.

EDUCATION

- Bachelor of Arts in Accounting and Finance, Benedictine College
 - *Graduated Summa Cum Laude*
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

QUALIFICATIONS

- 2 years of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Works extensively with Microsoft Office and several accounting software

**ABDO
CONTINUING PROFESSIONAL EDUCATION ATTENDANCE RECORD
FOR JILL KNUTSON**

Completion Date	Activity Title	Sponsor	Gov't Audit	Technical	Non-Technical	Ethics	Total CPE
01/06/2020	AEM 100 All Firm Deliver More Conference	Abdo, Eick & Meyers, LLP			4		4
05/24/2022	Abdo 100 Cooking with fire: Simple Recipes to Ignite Growth	Abdo			2		2
06/06/2022	Single Audit Quality - Focus on Risk Assessment, Evaluating Results, and Reporting	Becker Professional Education	3				3
06/06/2022	Single Audit Quality - Focus on Designing and Performing Tests of Control and Compliance	Becker Professional Education	3				3
06/14/2022	ACT 100 New Business: Manage Your Image	Abdo			2		2
07/14/2022	Abdo 200 Sexual Harassment Prevention July 2022	Abdo				1	1
08/16/2022	Abdo 100: Focus Power-Ups: Manage Distractions, Set Guardrails and be More Present	Abdo			2		2
10/31/2022	Abdo 100: Time Power-Ups: Get the Right Things Done to Work Well and Play More!	Abdo			2		2
11/29/2022	Act 100 Leadreship: Manage your Stress	Abdo			2		2
02/12/2023	Professional Ethics: The American Institute of Certified Public Accountants' Co	AICPA				8	8
04/21/2023	GOV 100 Asset Retirement Obligations (GASB 83)	Abdo			1		1
06/05/2023	MNCPA Audits of School Districts Conference	MNCPA	4	1	2	1	8
06/13/2023	ACT 100 Talent Development: Manage Your Work (Edina)	Abdo			2		2
06/19/2023	A&A 100 A&A Update Training Session	Abdo	3				3
06/23/2023	GAO Green Book - Government Internal Control Standards	Becker Professional Education	3				3
06/23/2023	GASB 84: Fiduciary Activities	Becker Professional Education	1				1
06/23/2023	Introduction to IT Security	Becker Professional Education			3.5		3.5
06/23/2023	Leveraging Social Media for Firm Success	Becker Professional Education			1		1
06/23/2023	Analytical Procedures Used by Auditors	Becker Professional Education	3				3
06/23/2023	GASB Disclosure Framework Issued	Becker Professional Education	1				1
06/26/2023	ABDO 100 - An Introduction to Generative AI: Applications, Risks, and Opportu	Abdo			1		1
TOTAL			21	1	24.5	10	56.5





Cierra Nagovsky

Associate

cierra.nagovsky@abdosolutions.com

Direct Line 952.449.6234

Cierra joined the Firm in 2023 after graduating from the University of St. Thomas. Prior to joining Abdo full-time in 2023, she was a government intern during the 2022 city and school audit seasons.

EDUCATION

- Bachelor of Science in Accounting, University of St. Thomas
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

QUALIFICATIONS

- 1 year of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients

**ABDO
CONTINUING PROFESSIONAL EDUCATION ATTENDANCE RECORD
FOR CIERRA NAGOVSKY**

Completion Date	Activity Title	Sponsor	Gov't Audit	Technical	Non-Technical	Ethics	Total CPE
07/14/2022	ABDO 200 Sexual Harassment Prevention July 2022	Abdo				1	1
06/13/2023	ACT 100 Talent Development: Manage Your Work (Edina)	Abdo			2		
06/14/2023	2023 Yellow Book Update	Becker Professional Education	2				
06/19/2023	A&A 100 A&A Update Training Session	Abdo	3				
06/20/2023	GASB Statement 87: Leases	Becker Professional Education	2				
06/21/2023	Uniform Guidance Update	Becker Professional Education	2				
06/23/2023	Performance Audits Under Yellow Book	Becker Professional Education	4				
06/29/2023	Annual GASB Update	Becker Professional Education	2				
06/29/2023	GASB 96 – Subscription-Based Information Technology Arrangements (SBITA)	Becker Professional Education	1				
06/30/2023	GASB Other Postemployment Benefits (OPEB)	Becker Professional Education	2				
TOTAL			18	0	2	1	21





Steven McDonald, CPA
Managing Partner | *Abdo*
smcdonald@abdosolutions.com
P 952.715.3002

November 13, 2023

Dollar Cost Proposal for **City of Olivia**

1009 West Lincoln Ave
Olivia, Minnesota 56277

abdosolutions.com | Edina, MN - Mankato, MN - Scottsdale, AZ

Schedule of Professional Fees and Expenses for the Audits of the 2023 Financial Statements for the City of Olivia

2023 FINANCIAL STATEMENT AUDIT				
	Hours	Standard Hourly Rate	Proposed Hourly Rate	Total
Partners	16	\$480	\$260	\$4,160
Manager	73	\$290	\$175	\$12,775
Staff	181	\$240	\$133	\$24,073
Other (Administration)	10	\$105	\$100	\$1,000
- Rounding -				(\$8)
Subtotal	280			\$42,000
City Audit and Audit Adjustments	<i>If accounting adjustments are needed beyond the scope of the audit, additional accounting fees will be discussed at the time of the services provided.</i>			
Office of State Auditor Report				\$800
Single Audit, Per Major Program <i>(if necessary)</i>				\$6,125
Subtotal				
Out-of-Pocket Expenses	<i>None Expected</i>			
Total Not-to-Exceed Cost for the 2023 Audit				\$48,925

Schedule of Professional Fees and Expenses for the Audits of the 2024 Financial Statements for the City of Olivia

2024 FINANCIAL STATEMENT AUDIT				
	Hours	Standard Hourly Rate	Proposed Hourly Rate	Total
Partners	16	\$480	\$275	\$4,400
Manager	73	\$290	\$185	\$13,505
Staff	181	\$240	\$139	\$25,159
Other (Administration)	10	\$105	\$100	\$1,000
- Rounding -				(\$14)
Subtotal	280			\$44,050
City Audit and Audit Adjustments	<i>If accounting adjustments are needed beyond the scope of the audit, additional accounting fees will be discussed at the time of the services provided.</i>			
Office of State Auditor Report				\$825
Single Audit, Per Major Program <i>(if necessary)</i>				\$6,650
Subtotal				
Out-of-Pocket Expenses	<i>None Expected</i>			
Total Not-to-Exceed Cost for the 2024 Audit				\$51,525

Schedule of Professional Fees and Expenses for the Audits of the 2025 Financial Statements for the City of Olivia

2025 FINANCIAL STATEMENT AUDIT				
	Hours	Standard Hourly Rate	Proposed Hourly Rate	Total
Partners	16	\$480	\$290	\$4,640
Manager	73	\$290	\$195	\$14,235
Staff	181	\$240	\$146	\$26,426
Other (Administration)	10	\$105	\$105	\$1,050
- Rounding -				(\$1)
Subtotal	280			\$46,350
City Audit and Audit Adjustments	<i>If accounting adjustments are needed beyond the scope of the audit, additional accounting fees will be discussed at the time of the services provided.</i>			
Office of State Auditor Report				\$800
Single Audit, Per Major Program <i>(if necessary)</i>				\$7,175
Subtotal				
Out-of-Pocket Expenses	<i>None Expected</i>			
Total Not-to-Exceed Cost for the 2025 Audit				\$54,375

City of Olivia
1009 W Lincoln Ave
Olivia, Minnesota 56277
320.523.2361 or 320.523.1416 (fax)
E-mail: jmillers@olivia.mn.us

The City of Olivia welcomes you as an applicant for a position on one of our advisory boards/committees. Your application will be considered with others in competition for the board/committee position in which you are interested.

BOARD/COMMITTEE APPLICATION FORM

NAME: Ben Aaseth
(Please Print)

ADDRESS: 1408 W. Pine Ave.

PHONE: 701-269-3962 320-438-1615
(Home) (Cell) (Work)

EMAIL: baaseth@gmail.com ben.aaseth@interstateeng.com
(Home) (Work)

APPLICATION DATE: 9/18/23 BOARD/COMMITTEE: Park Board

Please list any education, training, and work experience (including as a volunteer) you believe is relevant to the position for which you are applying.

I have a degree in civil engineering and have been working in that field for 13 years. I have been involved with my work on a variety of park projects with design, planning, and construction administration such as: splash pads, pickleball, bocceball, & baseball fields.

What do you hope to accomplish as a member of this board/committee?

With a young family in town I think parks are very important. I would like to see progress and improvements at all parks, & I feel that can be accomplished with proper planning & involvement.

Ben Aaseth
(Signature)

The City of Olivia considers applicants for all positions without regard to race, color, religion, sex, national origin, age, martial or veteran status, sexual preference, the presence of a non-related medical condition or disability, or any other legally protected status.

**CITY OF OLIVA, MINNESOTA
RESOLUTION NO. 2023-115**

**RESOLUTION DEFERRING SPECIAL ASSESSMENT
AGAINST CERTAIN PROPERTY**

WHEREAS, the City of Olivia (“City”) has levied special assessments against benefited properties for the City’s DePue Avenue Improvement Project (the “Project”); and

WHEREAS, Minnesota Statutes, Section 429.061, subd. 2 authorizes the City to defer such assessments against unimproved property; and

WHEREAS, the City’s Special Assessment Policy also authorizes the City to defer assessments against certain unimproved property; and

WHEREAS, the City Council of the City of Olivia (“City Council”) has determined to defer a portion of the assessments against those properties designated as P.I.D. No. 35-03150-00 and 35-03110-00 (the “Subject Properties”), as provided below; and

WHEREAS, the Subject Property is owned by,

35-03150-00	Douglas Wittenberg
35-03110-00	Robert Trummer

, single people; and

WHEREAS, the Owners are both 65 years of age or older and the amount of the annual installments due on the special assessments against the above-described property is an amount in excess of one percent (1%) of the total annual gross income of the undersigned, excluding social security; and

WHEREAS, the City Council finds that the proposed deferment complies with state law and city policy and will promote the health, safety and general welfare of the citizens of Olivia; and

WHEREAS, based on the foregoing, the City Council finds that it is reasonable and appropriate to defer the assessment on the Subject Property pursuant to this Resolution.

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

1. The special assessment for improvements for the Project in the total principal amount of \$19,561.24 to parcel 35-03150-00 and \$27,896.20 to parcel 35-03110-00 is deferred until the first to occur of any of the following:
 - a. The sale of the Subject Property; or
 - b. The replatting, subdivision, or improvement of the Subject Property;

Whereupon said the deferred special assessment shall be due and payable.

2. Interest on the deferred principal amount stated in paragraph 1 will accrue at the rate of five (5) percent per annum until paid.

3. The City Attorney and City Staff are hereby authorized and directed to execute the intent of this Resolution, including filing a certificate with the Renville County Recorder containing the legal description of the Subject Property.

Adopted by the City Council of the City of Olivia this 20th day of November, 2023.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk



AGENDA ITEM REQUEST

Meeting Date Requested: 11-20-23

Agenda Item Request: 3 point snowblower

Department: Public Works

Name & Signature: Craig Mayes Craig Mayes

#	Item	Purpose	Amount
1	<u>Y960 Snowblower</u>		<u>\$ 7450⁰⁰</u>
2	<u>Bolt on cutting edge.</u>		<u>\$ 360⁰⁰</u>
3			

4 Side Note: There is only 2 of these blowers available in
5 the whole state of MN. I tried to get 3 quotes but
no one else called me back. so I would like permission
to move forward with this one.

Budget Impact:

No impact have money available.

Action Requested / Recommended:

From: Kyle Smith

MIDWAYKYLE@frontiernet.net

Subject: Snowblower quote

Date: Nov 17, 2023 at 11:00:52 AM

To: Olivia Public Works

oliviapw@olivia.mn.us

Craig,

Below is official quote from Midway Farm Equipment.

New Farm King Y960 96" snowblower \$7450
540 pto
Hyd spout rotation

Trade In:

New Holland 716C 96" snowblower -\$950

Trade Difference \$6500

If purchased without trade in, price is \$7450 outright.
Farm King MFG does not offer any state/city bid discounts. I have 2 red units left in stock.

Kyle Smith, General Manager
Midway Farm Equipment

ORDINANCE NO. 2023-07

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

**AN ORDINANCE AMENDING SECTION 152.086 STANDARDS, HOME
OCCUPATIONS OF CHAPTER 152.**

WHEREAS, Minnesota Session Law 2023, Chapter 63, effective in relevant part on July 1, 2023, and on August 1, 2023, established that the adult use, possession and personal growing of cannabis is legal subject to the requirements and restrictions of Minnesota Statutes; and

WHEREAS, Minnesota Session Law 2023, Chapter 63, is codified in Chapter 152 and 342 of the Minnesota Statutes; and

WHEREAS, Minn. Stat. § 342.14, recognizes zoning authority of local units of government and sets up a process where the state oversight agency, the Office of Cannabis Management, shall seek certification from cities whether a proposed cannabis business complies with local zoning ordinances; and

WHEREAS, the City's existing Code provides parameters for allowable home occupations in its residential districts; and

WHEREAS, the City recognizes the risks to public health and the creation of unintended exposure of youth to cannabinoid products, as that term is defined in Minn. Stat. § 342.10, from commercial selling or commercial growing of cannabis products in residential neighborhoods; and

WHEREAS, the City recognizes the decrease in safety and enjoyment of residential properties from the likely increase in traffic and congestion in neighborhoods from the commercial selling or commercial growing of cannabis products in residential districts.

NOW THEREFORE, the City Council of the City of Olivia does ordain:

SECTION 1. Section 152.086 of Chapter 152 of the City of Olivia Code is amended to add the underscored text to read as follows:

(U). Retail or commercial sales of cannabinoid products, as that term is defined in Minn. Stat. §342.01 is prohibited in all residential zones.

(Remainder of page intentionally left blank)

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective on the first day of publication after adoption.

Passed this 20th day of November, 2023.

Jon Hawkinson, Mayor

ATTEST _____

Jasmine Miller, City Clerk

ORDINANCE NO. 2023-06

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

AN ORDINANCE AMENDING SECTION 92.35 ET.SEQ. WEEDS

WHEREAS, the Minnesota Legislature passed the 2023 omnibus state government finance bill, which was signed into law on May 24, 2023; and

WHEREAS, Article 3, section 9 of that bill created a new provision of law referred to as Minnesota Statutes, Section 412.925; and

WHEREAS, the new law requires a statutory city to allow an owner, authorized agent, or authorized occupant of any privately owned lands or premises to install and maintain a managed natural landscape, if desired.

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

SECTION 1. Olivia City Code of Ordinances, WEEDS, Section 92.35 et. seq is hereby amended by adding the following underscored text and deleting the stricken-out text:

WEEDS

§ 92.35 SHORT TITLE.

This subchapter shall be cited as the Weed Ordinance.

§ 92.36 JURISDICTION.

This subchapter shall be in addition to any state statute or county ordinance presently in effect, subsequently added, amended, or repealed.

§ 92.37 DEFINITIONS; ~~EXCLUSIONS.~~

~~(A)~~ For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

DESTRUCTION ORDER. The notice served by the City Council or designated city official, ~~in~~ ~~eases of appeal~~, on the property owner of the ordinance violation.

GRASS LAWN. A lawn composed mostly of grasses commonly used in regularly cut lawns or play areas, including but not limited to bluegrass, fescue, and ryegrass blends, intended to be maintained at a height of no more than eight inches.

MANAGED NATURAL LANDSCAPE. A planned, intentional, and maintained planting of native or nonnative grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscapes does not include turf-grass lawns left unattended for the purpose of returning to a natural state.

MEADOW VEGETATION. Grasses and flowering broad-leaf plants that are native to, or adapted to, the state of Minnesota, and that are commonly found in meadow and prairie plant communities but does not include noxious weeds as that term is defined by Minnesota Statutes, Section 18.77, subdivision 8.

ORNAMENTAL PLANTS. grasses, perennials, annuals, and groundcovers purposely planted for aesthetic reasons.

PROPERTY OWNER. The person occupying the property, the holder of legal title, or a person having control over the property of another, such as a right-of-way, easement, license, or lease.

WEEDS, GRASSES, and RANK VEGETATION. Includes but is not limited to the following:

(A) Noxious weeds ~~and rank vegetation~~ shall include those prohibited noxious weeds, whether annual, biennial, or perennial plants, that the commissioner designates as having the potential or are known to be detrimental to human or animal health, the environment, public roads, crops, livestock or other property and include, but not be limited to: alum (allium), Buckthorn, Bur Cucumber, Canada Thistle, Corncockle, Cressleaf Groundsel, Curly Dock, Dodder, Field Bindweed, French Weed, Hairy Whitetop, Hedge Bindweed, Hoary Cress, Horsenettle, Johnsongrass, Leafy Spurge, Mile-A-Minute Weed, Musk Thistle, Oxeye Daisy, Perennial Sowthistle, Poison Hemlock, Purple Loosestrife, Quackgrass, Russian Knapweed, Russian Thistle, Serrated Tussock, Shatter Cane, Sorghum, Wild Carrot, Wild Garlic, Wild Mustard, Wild Onion, Wild Parsnip,⁵

(1) ~~Grapevines when growing in groups of 100 or more and not pruned, sprayed, cultivated, or otherwise maintained for 2 consecutive years;~~

(2) ~~Bushes of the species of tall, common, or European barberry, further known as berberisvulgaris or its horticultural varieties;~~

(3) ~~Any weeds, grass, or plants, other than trees, bushes, flowers, or other ornamental plants, growing to a height exceeding 12 inches;~~

(4) ~~Rank vegetation includes the uncontrolled, uncultivated growth of annuals and perennial plants; and~~

(5) The term **WEEDS** does not include shrubs, trees, cultivated plants, or crops.

~~(B)~~ In no event shall cultivated plants or crops include plants which have been defined by state statute or administrative rule as being noxious or detrimental plants.

RAIN GARDEN. A native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes, and rivers.

§ 92.38 OWNERS RESPONSIBILITY ~~FOR TRIMMING, REMOVAL, AND THE LIKE.~~

(A) Except as part of a managed natural landscape as defined in this section, all property owners shall be responsible for the removal, cutting, or disposal and elimination of weeds, grasses, and rank vegetation or other uncontrolled plant growth on their property, which at the time of notice is in excess of 12 inches in height.

(B) Maintenance. Every owner or occupant of real property in the city shall keep ~~cut the~~ grass, weeds, and brush maintained in accordance with this Section and be responsible for the removal and disposal of dead or diseased trees thereon the property, abutting boulevard, and/or portion of the street reserved for sidewalk abutting the property. Except as part of a managed natural landscape as defined in this section, any weeds or grasses growing upon any lot or parcel of land in a city to a greater height than twelve inches or that have gone to seed or are about to go to seed are prohibited.

(C) Managed Natural Landscapes allowed. With the conditions set forth herein, the City shall allow an owner, authorized agent, or authorized occupant of any privately owned lands or premises to install and maintain a managed natural landscape, as defined in this Section, which may include certain plants and grasses in excess of eight inches in height and which may have gone to seed but which shall not include any noxious weeds. The managed natural landscape must be at least 5 feet from the property line and must not be located in a city right-of-way or city-owned or controlled easement. The managed natural landscape must be identified as a managed natural landscape by a sign posted on the property in a location likely to be seen by the public. This sign is required only if the managed natural landscape is in an area likely to be seen by the public. This sign must be in addition to any sign permitted by the sign ordinance but must be no smaller than ten (10) inches square, no larger than one (1) square foot, and no higher than three (3) feet tall.

Penalty, see § 10.99

§ 92.39 FILING COMPLAINT.

Any person, including the city, who believes there is property located within the corporate limits of the city which has growing plant matter in violation of this subchapter shall make a written complaint signed, dated, and filed with the City Clerk. If the city makes the complaint, an employee, officer, or Council member of the city shall file the complaint in all respects as set out above.

§ 92.40 NOTICE OF VIOLATIONS.

(A) Upon receiving notice of the probable existence of weeds, grasses, or rank vegetation in violation of this section and as defined by § 92.37, a person designated by the City Council shall make an inspection of the property. If the person designated by the City Council concludes that there is a probable belief that this subchapter has been violated, the person shall issue a written notification in the form of a Destruction Order to the property owner, and the person occupying the property if different from the property owner, as that information is contained within the records of the City Clerk or any other city or county agency. The notice shall be served in writing by certified mail or personal service. The notice shall provide that within seven calendar days after the receipt of the notice that the designated violation shall be removed by the property owner or person occupying the property.

(B) (1) All notices are to be in writing and all filings are to be with the City Clerk.

(2) Certified mailing to the City Clerk or others is deemed filed on the date of posting to the United States Postal Service.

(C) Notices for subsequent violations within the same calendar year may be made by posting upon the property and first-class mail to the address listed in the county property tax records.

§ 92.41 APPEALS.

(A) (1) The property owner may appeal by filing written notice of objections with the City Council or the person designated by the City Council within 48 hours of the Destruction Order excluding weekends and holidays, if the property owner contests the findings of the person designated by the City Council.

(2) It is the property owner's responsibility to demonstrate that the matter in question is shrubs, trees, cultivated plants, or crops or is not otherwise in violation of this subchapter, and should not be subject to destruction under the subchapter.

(B) An appeal by the property owner shall be brought before the City Council and shall be decided by a majority vote of the Council members in attendance and being at a regularly scheduled or special meeting of the City Council.

§ 92.42 ABATEMENT BY CITY.

In the event that the property owner shall fail to comply with the Destruction Order within 7 regular business days and has not filed a notice within 48 hours to the City Council or the person designated by the City Council of an intent to appeal, the person designated by the City Council may employ the services of city employees or outside contractors and remove the weeds to conform to this subchapter by all lawful means.

§ 92.43 VIOLATIONS AND LIABILITY.

(A) Violations. Violation of this section are subject to proper enforcement of §§ 92.35 et seq. as well as other applicable statute, laws or code provisions, including representing public nuisances subject to abatement under this section. Violations include, but may not be limited to, allowing:

i. Noxious weeds;

ii. Vegetation that does not meet the maintenance standard specified herein; and

iii. Managed natural landscaped areas that do not comply with this Section.

(B) The property owner is liable for all costs of removal, cutting, or destruction of weeds as defined by this subchapter.

(C) The property owner is responsible for all collection costs associated with weed destruction, including but not limited to court costs, attorney's fees, and interest on any unpaid amounts

incurred by the city. If the city uses municipal employees, it shall set and assign an appropriate per hour rate for employees, equipment, supplies, and chemicals which may be used.

(D) All sums payable by the property owner are to be paid to the City Clerk and to be deposited in a general fund as compensation for expenses and costs incurred by the city.

(E) All sums payable by the property owner may be collected as a special assessment as provided by M.S. § 429.101, as it may be amended from time to time. Any special assessment levied under this subdivision shall be payable in a single installment, or by up to ten equal annual installments as the council may provide.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective on the first day of publication after adoption.

Passed this ____ day of _____, 2023.

Jon Hawkinson, Mayor

ATTEST _____

Jasmine Miller, City Clerk

ORDINANCE NO. 2023-08

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

**AN ORDINANCE AMENDING SECTION 92.17 PUBLIC NUISANCES AFFECTING
MORALS AND DECENCY**

WHEREAS, Minnesota Session Law 2023, Chapter 63, effective in relevant part on July 1, 2023, and on August 1, 2023, established that the adult use, possession and personal growing of cannabis is legal, subject to the requirements and restrictions of Minnesota Statutes; and

WHEREAS, Minnesota Session Law 2023, Chapter 63, Art. 4, section 19, codified as Minn. Stat. § 152.0263, subd. 5 authorizes the adoption of local ordinances or policy to regulate public use of cannabis; and

WHEREAS, the City has in place existing code provisions regarding public nuisances affecting moral and decency to protect public health and the safety and to mitigate threats presented to the public by exposure to excessive use of intoxicating products; and

WHEREAS, current City Code places regulations on excessive use of intoxicating liquor in public; and

WHEREAS, the City Council intends to protect individuals in the community in the same manner against excessive use of all intoxicating legal products.

NOW THEREFORE, the City Council of the City of Olivia does ordain:

SECTION 1. Section 92.17 of Chapter 92 of the City of Olivia Code is amended to delete the stricken-out text and add the additional underscored text to read as follows:

The following are hereby declared to be nuisances affecting public morals and decency:

...

- (D) All places where intoxicating liquor or cannabinoid products are ~~is~~ manufactured or disposed of in violation of law or where, in violation of law, people are permitted to resort for the purpose of drinking intoxicating liquor or using cannabinoid products, or where intoxicating liquor or cannabinoid products are ~~is~~ kept for sale or other disposition in violation of law; ~~and all liquor, cannabinoid products and other property used for maintaining that place;~~ and
- (E) Any vehicle used for the unlawful transportation of intoxicating liquor or cannabinoid products, or for promiscuous sexual intercourse, or any other immoral or illegal purpose.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective on the first day of publication after adoption.

Passed this ____ day of _____, 2023.

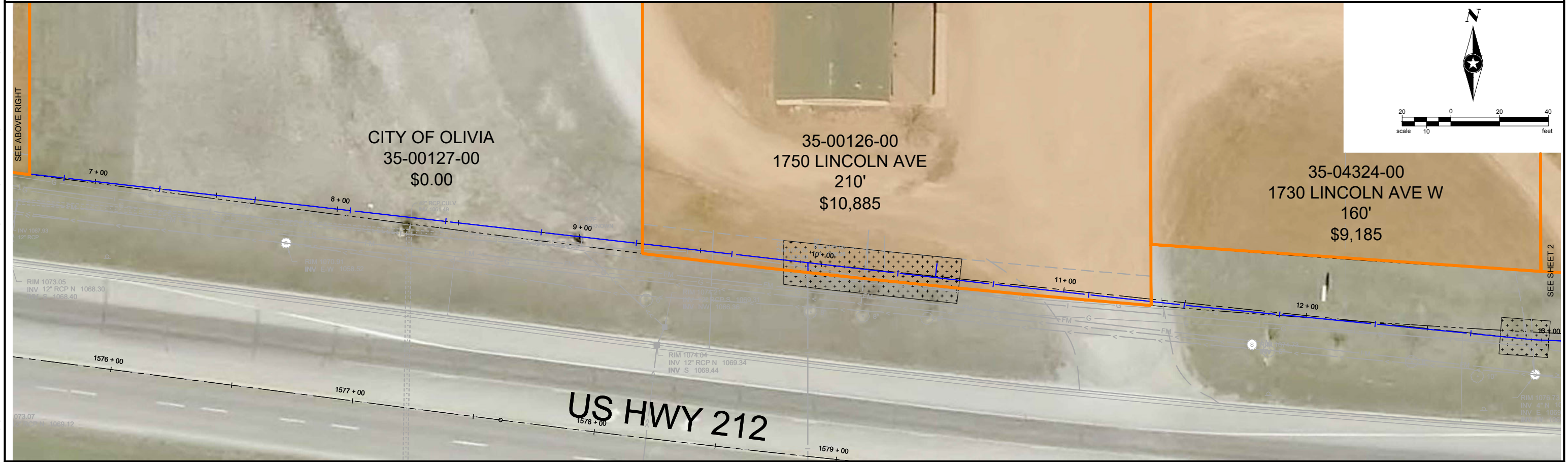
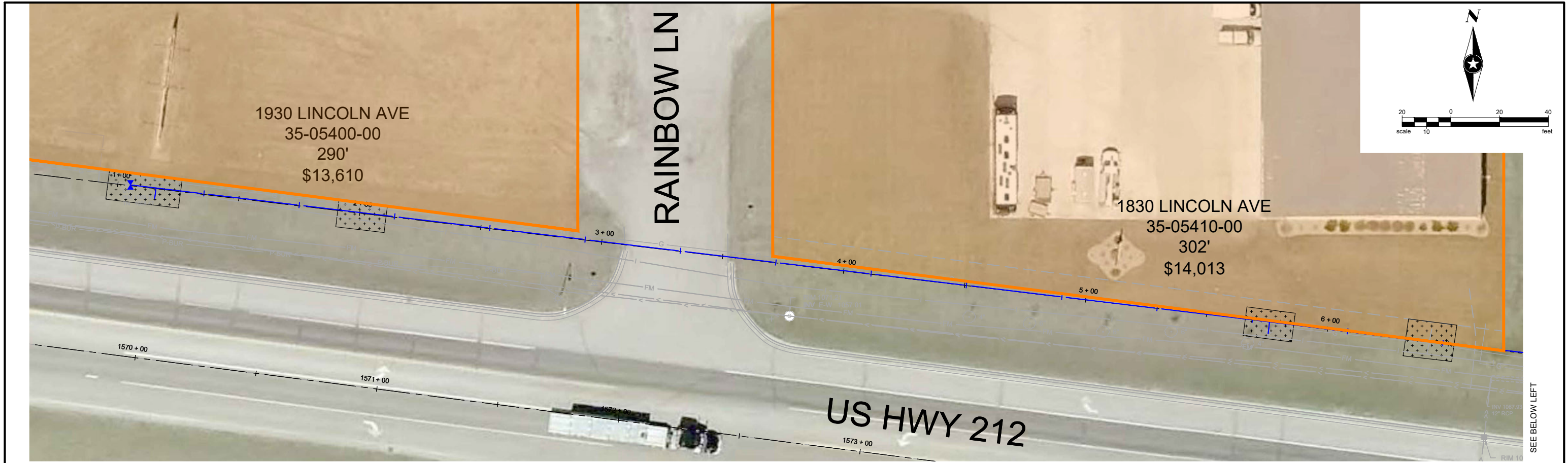
Jon Hawkinson, Mayor

ATTEST _____

Jasmine Miller, City Clerk

Parcel No.	Owner Name	Additional Name	Address	Property Address	City	State	Zip Code	Legal	Water Main Unit (L.F.)	Water Main Assess.	1" Water Service Unit (Each)	4" Water Service Unit (Each)	1" Water Service Assess.	4" Water Service Assess.	Total Assessment
35-05400-00	Wayne Vogt		8341 123rd Ave SE	1930 Lincoln Ave	Lake Lillian	MN	56253	RAINBOW PARK LOT 1 BLK 1 -EX HWY EASEMENT-	290.00	\$9,860.00	1.0	0.0	\$3,750.00	\$0.00	\$13,610.00
35-05410-00	J & R Electric, Inc.		79084 140th St	1830 Lincoln Ave	Sacred Heart	MN	56285	RAINBOW PARK LOT 1 BLK 2	302.00	\$10,268.00	1.0	0.0	\$3,745.00	\$0.00	\$14,013.00
35-00127-00	City of Olivia		1009 W Lincoln Ave		Olivia	MN	56277	SEC 12 TWP 115N RGE 35W E 422.76' N OF SW4 N OF HWY 212 & S OF CO DITCH #63 -EX 208' OF S 275'(IRREG) OF E 422.76' -RAINBOW PARK-	0.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
35-00126-00	Neil & Jessica Balderston		207 3rd St S	1750 Lincoln Ave	Olivia	MN	56277	SEC 12 TWP 115N RGE 35W E 208' OF S 275' (IRREG) OF E 422.76' N OF HWY 212 & S OF COUNTY DITCH #63	210.00	\$7,140.00	1.0	0.0	\$3,745.00	\$0.00	\$10,885.00
35-04324-00	Leslie Stelter		1730 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES LOT 1 & W 80' OF LOT 2	160.00	\$5,440.00	1.0	0.0	\$3,745.00	\$0.00	\$9,185.00
35-04325-00	Michael Berge		85531 340th St	1650 Lincoln Ave	Olivia	MN	56227	SUNSET ACRES E 100' OF W 380' OF LOT 16 & LOT 2 -EX W 80'- & LOT 3 -EX S 25'- & LOT 4 & LAND LYING ADJ IN LOT 16 TO LOTS 1, 2 3 & 4	220.00	\$7,480.00	1.0	0.0	\$3,745.00	\$0.00	\$11,225.00
35-04326-00	Adult Client Training Service, Inc.		802 Fairview Ave E	1640 Lincoln Ave	Olivia	MN	56227	SUNSET ACRES W 90' OF LOT 5 -EX N 60' OF E 50' OF W 90' -& LAND LYING ADJACENT IN LOT 16	90.00	\$3,060.00	1.0	0.0	\$3,745.00	\$0.00	\$6,805.00
35-04330-00	Jeffrey & Cynthia Vosika		602 Cedar Ave E	1630 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES LOT 6 & E 10' OF LOT 5 & PLOT 50' X 60' IN SUBD LOT 5 & LOT 16 ADJ TO ABOVE DES PROP	110.00	\$3,740.00	0.0	1.0	\$0.00	\$5,900.00	\$9,640.00
35-04372-00	Jeffrey & Cynthia Vosika		602 Cedar Ave E	1604 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES LOT 7 -EX E 10' OF S 200'- & W 53' OF LOT 8 -EX S 200'- & W 173' OF E 420' OF LOT 16	110.00	\$3,740.00	1.0	0.0	\$3,745.00	\$0.00	\$7,485.00
35-04370-00	Perry Jahnke		304 Ash Ave	1522 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES E 10' OF S 200' OF LOT 7 & W 53' OF S 200' OF LOT 8	63.00	\$2,142.00	1.0	0.0	\$3,745.00	\$0.00	\$5,887.00
35-04370-00	Lyle & Carol Jahnke		1305 Birch Ave W	1522 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES E 10' OF S 200' OF LOT 7 & W 53' OF S 200' OF LOT 8	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
35-04335-00	His Land Company LLC		11999 62nd St NE	1520 Lincoln Ave	Spicer	MN	56288	SUNSET ACRES W 232' OF E 247' OF S 250' OF LOT 8	232.00	\$7,888.00	1.0	0.0	\$3,745.00	\$0.00	\$11,633.00
35-04346-00	DuWayne & Janet Haney		1500 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES E 15' OF S 185' OF LOT 8 & W 50' OF S 185' OF LOT 9	65.00	\$2,210.00	0.0	0.0	\$0.00	\$0.00	\$2,210.00
35-04352-00	DuWayne & Janet Haney		1500 Lincoln Ave W	1512 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES S 185' OF E 60' OF L 9 & S 185' OF W 30' OF L 10	90.00	\$3,060.00	1.0	0.0	\$3,745.00	\$0.00	\$6,805.00
35-04347-00	Janet Haney		1500 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES E 20' OF S 332' OF LOT 10, S 332' OF LOT 11, & W 57.35' OF S 329.5' OF LOT 12	0.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
		TOTALS							1,942.00	\$66,028.00	10.00	1.00	\$37,455.00	\$5,900.00	\$109,383.00

Defer assessment until connection is made to water service line.



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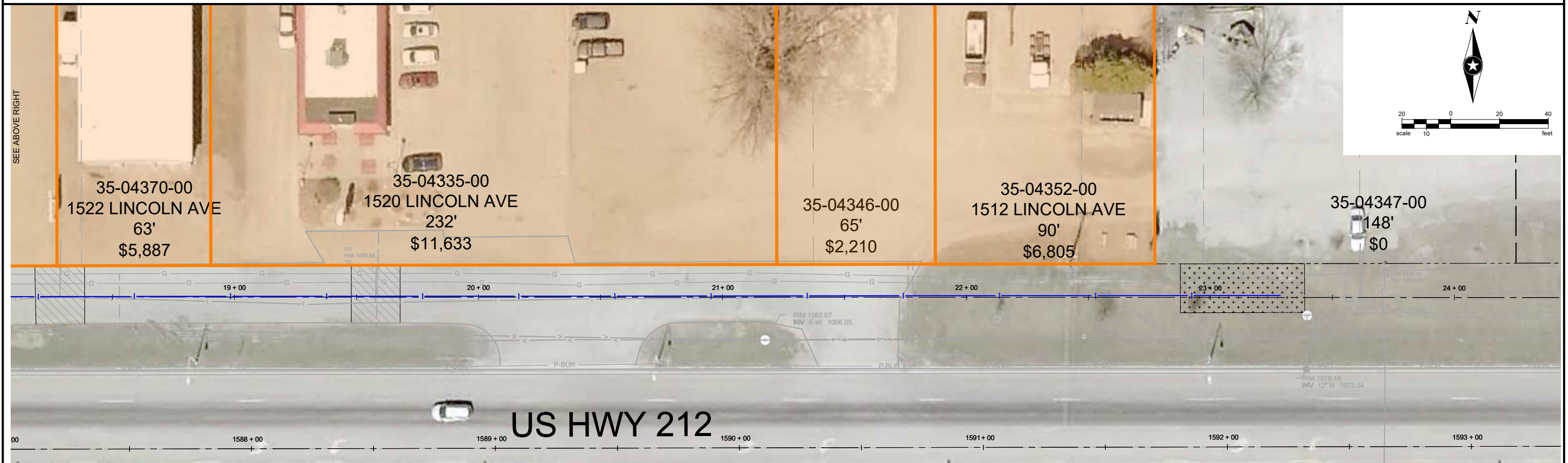
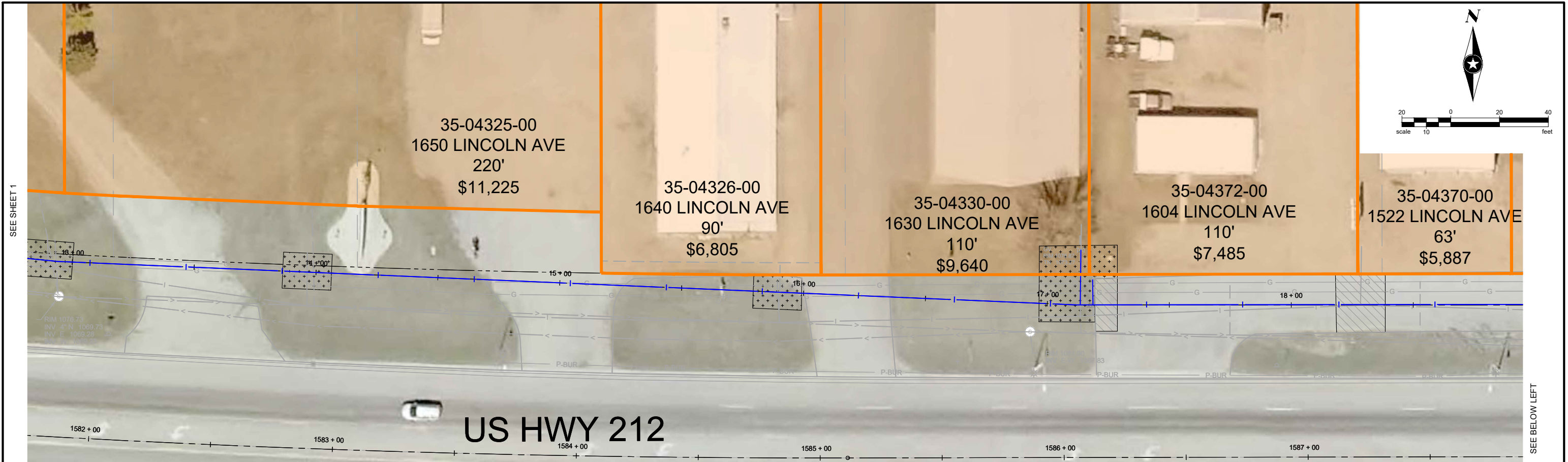
SEH Project	OLIVA 166766	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	KLL	.			.		
Designed By	KLL	.			.		
Checked By	JLB	.			.		



FEASIBILITY REPORT

HWY 212 WATER MAIN IMPR
OLIVIA, MINNESOTA

HWY 212 WATER MAIN IMPR
ASSESSMENT MAP



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SEH Project	OLIVA 166766	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	KLL	.			.		
Designed By	KLL	.			.		
Checked By	JLB	.			.		

FEASIBILITY REPORT

HWY 212 WATER MAIN IMPR
OLIVIA, MINNESOTA

**HWY 212 WATER MAIN IMPR
ASSESSMENT MAP**

2
of 2

City of Olivia, Minnesota

RESOLUTION NO. 2023-116

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

WHEREAS, costs have been determined for the Highway 212 Water Main Improvement Project, for the construction of water main, water services, driveway and turf restoration, and miscellaneous items required to complete the improvements, and the estimated final contract price for such improvements is \$572,622.00 and the estimated final expenses incurred or to be incurred in the making of such improvements amount to \$90,000.00, so that the estimated final total cost of the improvements will be \$662,662.00.

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 \$553,279.00, and the portion of the cost to be assessed against benefited property owners is declared to be \$109,383.00.
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 2025, and shall bear interest at the rate of 5.15 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 18th day of December, 2023, in the Olivia City Hall at 5:30 p.m., 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, 2024. 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 20th day of November, 2023.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk

NOTICE OF HEARING ON PROPOSED ASSESSMENT

CITY OF OLIVIA
1009 W LINCOLN AVE
OLIVIA MN 56277

Notice is hereby given that the Olivia city council will meet at 5:30 p.m. on Monday, December 18, 2023 at the Olivia City Hall, to consider, and possibly adopt, the proposed assessment for the **Highway 212 Water Main Improvement Project**, in the north right-of-way of US TH 212 (Lincoln Avenue) from 200 feet east of County Ditch 63 (East Fork Beaver Creek) east to the area of Haney's Construction (15th Street S).

Improvements include but are not limited to construction of water main, water services, driveway and 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:

35-00127-00 SEC 12 TWP 115N RGE 35W E 422.76' N OF SW4 N OF HWY 212 & S OF CO
DITCH #63 -EX 208' OF S 275'(IRREG) OF E 422.76- -RAINBOW PARK-

has been calculated as follows:

Water Main	0.0	L.F.	@	\$34.00	=	\$0.00
1" Water Service	0.0	Each	@	\$3,745.00	=	\$0.00
4" Water Service	0.0	Each	@	\$5,900.00	=	\$0.00
TOTAL ASSESSMENT						\$0.00

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 2025**, and will bear interest at a rate of 5.15 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, 2025. 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, 2024**. 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 5.15 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 \$662,662.00. The total amount of the proposed assessment is \$109,383.00. 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



Building a Better World
for All of Us®

November 20, 2023

RE: City of Olivia, Minnesota
Safe Routes to School Trail Project -
Phase 2
SEH No. OLIVA 162141 10.03

Honorable Mayor and
Members of the City Council
City of Olivia
1009 West Lincoln Avenue
Olivia, MN 56277

Dear Mayor and Council Members:

Thank you for the opportunity to provide this proposal for the City's second phase of the Safe Routes to School Trail project. This letter outlines our proposed engineering and professional services for the design and bidding of the trail improvements, along with assisting the City in drafting easement documents for the trail.

SCOPE OF WORK

The following tasks will be completed by SEH for the project as part of this agreement:

Task 1 Final Design, Specifications and Prepare Bidding Documents

Task 2 Easement Documents

Task 3 Bidding Services

A task hour budget is attached to this letter. The task hour budget outlines detailed information and estimated hours for each task.

SCHEDULE

Scope and schedules may change based on approvals by the City, County, State, or other involved agencies. It is anticipated that the final design will commence in December 2023 with an anticipated bidding/award early spring, 2024.

FEE

The lump sum fee for this scope of work is \$27,800 including reimbursable expenses.

If these proposed services are acceptable to you, please sign the attached SLA, keep a copy for your file, and return a scanned copy to our office. We look forward to working with you on this project.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

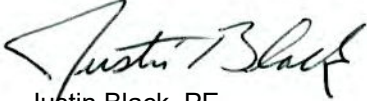
320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Honorable Mayor and
Members of the City Council
November 20, 2023
Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink that reads "Justin Black". The signature is written in a cursive style with a large, sweeping initial "J".

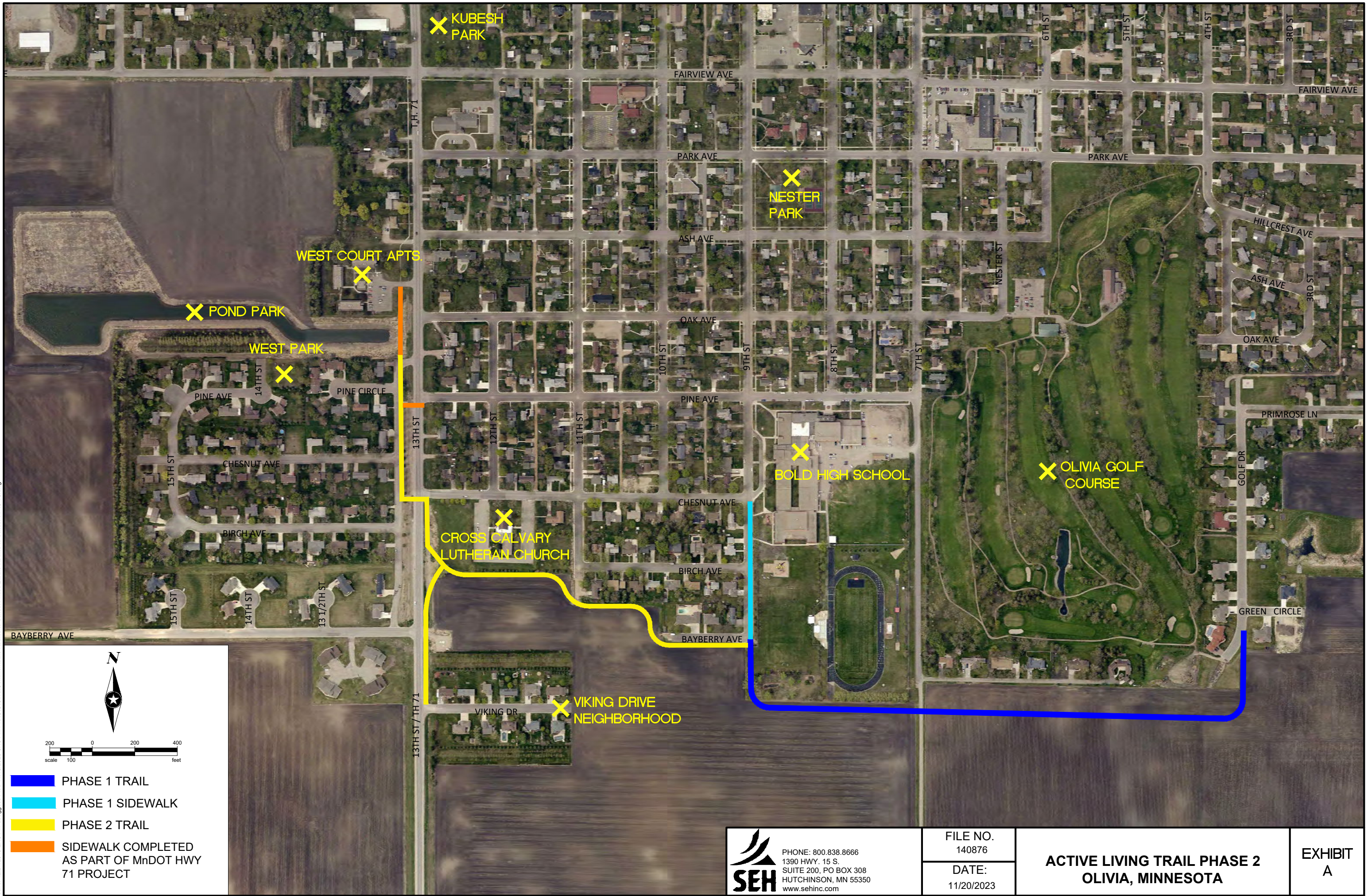
Justin Black, PE
Project Manager
(Lic. MN)

jb

Enclosures

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- PHASE 1 TRAIL
- PHASE 1 SIDEWALK
- PHASE 2 TRAIL
- SIDEWALK COMPLETED AS PART OF MnDOT HWY 71 PROJECT

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

FILE NO. 140876
DATE: 11/20/2023

**ACTIVE LIVING TRAIL PHASE 2
 OLIVIA, MINNESOTA**

**EXHIBIT
 A**

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : SRTS Trail Phase 2
 Location: Olivia, MN
 Date: Monday, November 20, 2023

	Labor Hours				TOTALS
	Black Sr. Engr PE	Lyngaas Grad Engr	Brinkman Admin Tech	Pomplun Lead Technician	
Task 1 - Final Design, Specifications and Preparing Bid Documents					
<i>Project Management / Project Schedule Management</i>	6.0				6.0
<i>Coordination with State Aid Office</i>	2.0				2.0
<i>Meetings with residents and project stakeholders</i>	1.0	4.0			5.0
<i>Corridor Modeling for trail grading limits</i>				2.0	2.0
<i>ADA Ped Ramp Design</i>	1.0	8.0			9.0
<i>Street Typical Section / Pavement Section Review</i>	1.0	1.0			2.0
<i>Prepare plan sheets and construction notes (review & update)</i>	1.0	88.0		12.0	101.0
<i>Statement of Estimated Quantities and Tabulations</i>	1.0	8.0	1.0		10.0
<i>Prepare opinion of estimated project costs</i>	1.0		1.0		2.0
<i>Prepare project specifications</i>	4.0		2.0		6.0
<i>Utility Meeting and correspondence regarding design details for the project</i>		2.0	1.0		3.0
<i>Prepare SWPPP and Turf Establishment Plan</i>		4.0			4.0
<i>Traffic Control and Signing</i>		4.0			4.0
<i>Federal Aid / State Aid Comment Response and Coordination</i>	3.0	6.0			9.0
<i>City Staff and County Staff Review Meeting (60%, 90%)</i>	4.0	4.0	1.0		9.0
<i>QAQC of construction plans, specifications and quantities</i>	2.0	2.0		2.0	6.0
SUBTOTAL HOURS	27.0	131.0	6.0	16.0	180.0
TOTAL TASK FEE	\$	24,200.00			
Task 2 - Easement Documents					
<i>Final Sketch plans of easements</i>				3.0	3.0
<i>Easement Descriptions for City Attorney</i>				2.0	2.0
<i>Meeting with property owners regarding easements (2 meetings)</i>	2.0	4.0			6.0
SUBTOTAL HOURS	2.0	4.0	0.0	5.0	11.0
TOTAL TASK FEE	\$	1,700.00			
Task 3 - Bidding Services					
<i>Prepare Ad and Bid Documents for upload to Qwest CDN</i>		1.0	2.0		3.0
<i>Answer Contractor Questions and Issue Addendum as Needed</i>	1.0	2.0	1.0		4.0
<i>Administer bid opening and review / tabulate bids</i>		1.0	4.0		5.0
<i>Prepare contracts and attend city council meeting for award</i>		2.0	1.0		3.0
SUBTOTAL HOURS	1.0	6.0	8.0	0.0	15.0
TOTAL TASK FEE	\$	1,900.00			
TOTAL PROJECT FEE					
	\$	27,800.00			

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Olivia, Minnesota/Olivia EDA ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated November 20, 2023, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Safe Routes to School Trail Project - Phase 2.

Client's Authorized Representative: Elizabeth Torkelson, City Administrator
Address: 1009 West Lincoln Ave, Olivia, MN, 56277
Telephone: 320.523.2361 **email:** etorkelson@olivia.mn.us

Project Manager: Justin Black
Address: 1390 Highway 15 South, Suite 208, PO Box 308, Hutchinson, MN 55350
Telephone: 952.913.0702 **email:** jblack@sehinc.com

Scope: The Services to be provided by Consultant:

Scope includes engineering and professional services for the design and bidding of the trail improvements, along with assisting the City in drafting easement documents for the trail, as indicated in the attached letter proposal dated November 20, 2023.

Schedule: We will begin our services upon receiving a signed copy of this Agreement.

Payment: The lump sum fee for SEH's services is \$27,800 including expenses and equipment. The estimated fee for each Task is as indicated in the attached letter dated November 20, 2023.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Olivia, Minnesota/Olivia EDA

By: 
Full Name: Justin Black
Title: Principal/Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Olivia, Minnesota/Olivia EDA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 20, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

City of Olivia, Minnesota
Resolution 2023-58
Approve Additional Compensation for Chief Jason Krumheuer

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

WHEREAS; Per the Chief of Police job description effective date June 2019, the FLSA status is “exempt” and scheduled Hours Worked is 40 hours / week; and,

WHEREAS; Police Chief Krumheuer addressed the Olivia City Council on May 1, 2023, and stated due to the current shortage of staff and it continuing to go that way within the Olivia Police Department, he has been working more hours resulting in overtime of which he has not been compensated to date; and

WHEREAS; at a Regular Meeting of the City Council held on May 1, 2023, the City Council decided there is a need to work on some language in the job description before the City Council can make any change happen, however, in the meantime, Chief Krumheuer was asked to keep track of his hours worked so he can be paid back if necessary; and

AND WHEREAS; at a Regular Meeting of the City Council held on May 15, 2023, City Attorney Aaron Walton acknowledged Chief Krumheuer is an exempt employee and the City cannot change that given the facts regarding the employment; and

AND WHEREAS; A League of Minnesota Cities Memo states a city may pay an exempt employee extra compensation if additional hours are worked beyond the person’s normal work schedule and paying the extra compensation, on any basis, even time and one half, does not change the employee’s designation as an exempt employee; and

AND WHEREAS; at a Regular Meeting of the City Council held on May 15, 2023, Chief Krumheuer again requested to be compensated for the overtime hours worked consistent with other city employees at time and half pay until the department is fully staffed.

THEREFORE, BE IT RESOLVED; The Olivia City Council agrees if Chief Krumheuer keeps official track of his time going forward to compensate him for overtime hours worked at time and a half, including back pay from May 1, 2023, due to the Olivia Police Department being short staffed; and,

FURTHER BE IT RESOLVED; The Olivia City Council hereby agrees this compensation will be temporary and reevaluated in 6 months at a Regular Meeting of the City Council to be held at or around November 11, 2023.

Adoption by the Olivia City Council this 5th day of June, 2023.

ATTEST:



Jon Hawkinson, Mayor



Mary Jo Halliday, Interim City Administrator

**POLE ATTACHMENT
AGREEMENT
(Not for Attachment of
Small Wireless Facilities)**

This Communication Facility Pole Attachment Licensing Agreement (the “Agreement”) made and entered into this _____ by and between the City of Olivia, a Minnesota municipal corporation acting through its Public Utility Commission, with its principal place of business 1009 West Lincoln Ave Olivia, MN 56277 (hereinafter called “City”), and [COMPANY NAME], with its principal place of [COMPANY ADDRESS], (hereinafter referred to as the “Licensee”).

Recitals

- A. **Whereas**, Licensee proposes to install and maintain Communications Facilities and associated communications equipment on City’s Poles to provide Communications Services to the public; and
- B. **Whereas**, City is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on City’s Poles, provided that City may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and
- C. **Whereas**, City and Licensee entered into a Pole Attachment Agreement dated [DATE] and in lieu of amending that agreement, the Parties have agreed to and hereby terminate the original agreement effective [DATE] and enter into this new Pole Attachment Agreement effective [DATE], without further documentation or action by the parties.

Now, therefore, in consideration of the mutual covenants, terms and conditions and remuneration herein provided, and the rights and obligations set out below the parties agree as follows:

Article 1 - Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 Affiliate: when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

1.2 Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), the regulations of the Occupational Safety and Health Administration (“OSHA”), as well as the engineering and safety standards established by the City, and communicated in writing, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of City or other federal, state, or local authority with jurisdiction over City Facilities.

1.3 Assigned Space: means space on City Poles that can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service. The neutral zone or safety space is not considered Assigned Space.

1.4 Attaching Entity: means any public or private entity, other than the City, or Licensee, who, pursuant to a license agreement with City, places an Attachment on City’s Pole.

1.5 Attachment(s): means, for permitting purposes, each point of contact between Licensee’s Communications Facilities and the Poles, whether placed directly on the Poles or overlashed onto an existing Attachment, but does not include a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole. Such Attachment(s) shall include, without limitation, the following points of strain: down guys, main line attachments, and any other attachment that could shorten the life cycle of the pole, as specified by City. For rental rate purposes, an Attachment is the horizontal, bolted strand attachment occupying one foot of usable, vertical space on a Pole or a p-hook/j-hook attachment on a drop pole occupying one foot of vertical space. Any needs larger than one foot vertical shall pay a multiplied rate per foot.

1.6 Capacity: means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space and loading considerations.

1.7 City Facilities: means all personal property and real property owned or controlled by City, including but not limited to Poles and anchors.

1.8 Climbing Space: means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable City employees and contractors to safely climb, access, and work on City Facilities and equipment.

1.9 Common Space: means space on City Poles that is not used for the placement horizontal of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and electric Utility Facilities.

1.10 Communications Facilities: means wire or cable facilities including but not limited to fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Service including any and all associated equipment. Unless otherwise specified by the parties, the term “Communications Facilities” does not include Pole mounted antennas, receivers or transceivers.

1.11 Communications Service: any lawful communication services: means the transmission or receipt of wireless, voice, video, data, Internet, or other forms of digital or analog signals over Communications Facilities.

1.12 Joint Use Pole: means a pole conforming to the latest specifications of the American Standards Association.

1.13 Licensee: means [COMPANY NAME], its authorized successors and assignees.

1.14 Make-Ready Work: means all work that City reasonably determines to be required to accommodate Licensee’s Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of City Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction. Make-Ready Work does not include the correction of pre-existing safety violations caused by another party. Such preexisting violations shall be corrected at the expense of the Attaching Entity that caused such violation or the City, if the City caused the violation. If it cannot be determined who caused the violation, then the costs will be shared by any Attaching Entity which reasonably might have caused the violation as determined by the City.

1.15 Midspan: means the section of conductor, cable, or messenger wire located between two poles.

1.16 National Electric Safety Code (NESC): means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.

1.17 National Electric Code (NEC): means the current edition published by the National Fire Protection Association (NFPA) as may be amended or supplemented from time-to-time.

1.18 Occupancy: means the use or specific reservation of Assigned Space for Attachments on a City Pole.

1.19 Overlash: means to place an additional wire or cable Communications Facility onto an existing Attachment. A midspan antenna is considered an overlash.

1.20 Pedestals/Vaults/Enclosures: means above- or below-ground housings that are not attached to City Poles but are used to enclose a cable/wire splice, power supplies,

amplifiers, passive devices, and/or to provide a service connection point.

1.21 Permit: means written or electronic authorization (Appendix B) by City for Licensee to make or maintain Attachments to specific City Poles pursuant to the requirements of this Agreement.

1.22 Pole: means a pole owned or controlled by City that is used for the distribution of electricity and/ or Communications Service and is capable of supporting Attachments for Communications Facilities.

1.23 Post-Construction Inspection: means the inspection performed by City to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Permit.

1.24 Pre-Construction Survey: means all work or operations required by Applicable Standards and/or City to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection. The Pre-Construction Survey shall be coordinated with the City and include Licensee's representative.

1.25 Reserved Capacity: means capacity or space on a Pole that City has identified as reserved for its own future City requirements at the time the Licensee's application is submitted, including the installation of communications circuits for operation of City's systems.

1.26 Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.

1.27 Service Drop: The overhead service conductors from the last pole or other aerial support up to, and including the splices (if any), connecting to the service-entrance conductors at the building or other structure.

1.28 Tag: means to place distinct markers (legible from the ground) on wires and cables, coded by color or other means specified by City and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.

Article 2 - Term of Agreement

2.1. Effective Date. This Agreement shall become effective [DATE] and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years, and shall automatically renew for successive one (1) year terms unless either party gives to the other party written notice of an intention to terminate this Agreement at least ninety (90) calendar days prior to the end of any term.

2.2 Survival of Obligations. The parties' indemnity obligations shall continue after

termination of this Agreement with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 17 (Liability and Indemnification), up to applicable statutes of limitations.

Article 3 - Scope of Agreement

3.1 Grant of License. Subject to the provisions of this Agreement, City grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain permitted Attachments to City's Poles.

3.2 Parties Bound by Agreement. Licensee and City agree to be bound by all provisions of this Agreement.

3.3 Permit Issuance Conditions. City will issue one or more Permit(s) in accordance with the "Whereas Clause B" set forth in the Recitals Section of this Agreement.

3.4 Assigned Space. All communication companies are placed on the poles in accordance with NESC standards for roadways and alleys. Each communication company has a pole space 1 foot vertically away from each other company. The minimum height allowed for any equipment is 14 feet to a maximum of 25 feet on a pole with low or high voltage. This height will vary in different situations. The City retains the right to raise that in accordance with the needs. Any equipment that needs to be placed outside of this range must be approved by the City Administrator, City Utility Account Manager, and City Electric Superintendent. Access to Assigned Space on City Poles will be made available to Licensee with the understanding that certain Poles may be subject to the City's Reserved Capacity for future service use, as described in Paragraph 1.26. On giving Licensee at least sixty (60) calendar days prior notice, the City may reclaim such Assigned Space anytime during the period following the installation of Licensee's Attachment in which this Agreement is effective if required for the City's future use. The City shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10 (Modification and/or Replacements).

3.5 No Interest in Property. No use, however lengthy, of any City Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of City's rights to City Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.

3.6 Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Article 7 (Permit Application Procedures), shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole,

except as otherwise required herein.

3.7 City's Rights over Poles. The parties agree that this Agreement does not in any way limit City's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.

3.8 City's Rights to Exclude Poles. The parties agree that this Agreement allows the City to exclude any of its poles from joint use consideration, on a non-discriminatory basis.

3.9 Expansion of Capacity. City will take reasonable steps to expand Pole Capacity, at Licensee's sole expense, when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require City to install, retain, extend, or maintain any Pole for use when such Pole is not needed for City's own service requirements.

3.10 Other Agreements. Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit City from fulfilling any agreement or arrangement regarding its Poles into which City has previously entered, or may enter in the future, with others not party to this Agreement.

3.11 Appendices. The parties agree that the rules and practices set out in the appendices are subject to reasonable change by City from time to time following a 30-day written notification to Licensee.

3.12 Permitted Uses. This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without City's express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City's Poles after the termination of this Agreement.

3.13 Overlashing. The following provisions apply to Overlashing:

- (a) Installation of an overlash cable or wire to an existing attachment on a 100 kilovolt (kV) and above transmission pole (wood or steel construction) is strictly prohibited.
- (b) **Permit Required.** Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 7 (Permit Application Procedures). Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at City's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A.
- (c) **Permitted Overlashing.** City shall not withhold Permits for such Overlashing if it can be done consistent with Paragraph 3.3 (Permit Issuance Conditions). Overlashing performed pursuant to this

Paragraph shall not increase the annual attachment fee paid by Licensee pursuant to Appendix A. Licensee, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlashing but shall not be required to pay a separate annual attachment fee for such Overlashed Attachment.

- (d) **Third Party Overlashing.** If Overlashing is required to accommodate facilities of a third party, such third party must enter into a license agreement with the City and obtain Permits and must pay a separate Attachment Fee (Appendix A) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. No such Permits to third parties may be granted by the City allowing Overlashing of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlashing. Overlashing performed under this Paragraph shall not increase the fees and charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.
- (e) **Make Ready Work.** Make Ready Work procedures set forth in Article 8 (Make- Ready Work/Installation) shall apply, as necessary, to all Overlashing.

3.14 Enclosures. Licensee shall not place Pedestals, Vaults and/or other Enclosures on or within four (4) feet of any Pole or other City Facilities without the City's prior written permission. If permission is granted to place a Pedestal, Vault and/or other Enclosure within four (4) feet of a City Pole, all such installations shall be per the Specifications in Appendix B of this Agreement. Such permission shall not be unreasonably withheld. If the City installs or relocates City Facilities within four (4) feet from Licensee's existing Pedestal, vault, and/or enclosure, Licensee shall not be in violation per Article 5.5 (Violation of Specifications) of this Agreement.

Article 4 - Fees and Charges

4.1 Payment of Fees and Charges. Licensee shall pay to City the fees and charges specified in Appendix A, subject to change, no more than once per year, and shall comply with the terms and conditions specified in this Agreement.

4.2 Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from City pursuant to this Agreement within thirty (30) calendar days after City issues the invoice.

4.3 Billing of Attachment Fee. The annual rental period shall commence from January 1st through December 31st of each year. The City shall invoice Licensee, quarterly, for the

per-pole attachment fee starting on or about January 1st which shall include a total number of City Poles to which Licensee's Communications Facilities are attached. Attachment fees for permits issued during the rental period shall commence on the date of permit approval and be pro-rated for the remainder of the current rental period.

4.4 Electrical Service for Pole Attachments. If Licensee requires electricity to power any Pole Attachment, the City shall supply such electricity pursuant to its then current Pole Attachment electrical service rates. Licensee agrees that such rate may be based on metered usage, per device, or both, as determined by the City. Further, the City shall install, at Licensee's expense, all equipment required to provide such electrical service. Prior to any such installation, Licensee shall deposit with the City an amount equal to the estimated cost of the labor and equipment required to complete the installation, as determined by the City.

4.5 Refunds. No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement, nor shall any refund be owed if a Pole is not used or abandoned by City.

4.6 Late Charge. Late charges will apply consistent with City policy at the time of delinquency.

4.7 Payment for Work. Licensee will be responsible for payment to City for all work that City or City's contractors perform pursuant to this Agreement, reasonably required, to accommodate Licensee's Communications Facilities, as per Licensee's request or as otherwise permitted by this Agreement.

4.8 Advance Payment. At its discretion, City may require that Licensee pay in advance all reasonable and necessary costs, for Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 7 (Permit Application Procedures) and 8 (Make-Ready Work/Installation) below.

4.9 True-Up. Whenever City, in its reasonable discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay City for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, City agrees to refund Licensee the difference in cost.

4.10 Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by City, including but not limited to Make Ready Work, miscellaneous (such as joint trench work) and or inspection charges, the charge for such work shall be based on actual costs and include all reasonable material, labor, engineering, administrative, and applicable overhead costs. When requested, City agrees to provide additional documentation of the costs. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by City, City may charge an additional ten percent (10%) to its costs.

4.11 Work Performed by City. Wherever this Agreement requires City to perform any work, City, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

4.12 Default for Nonpayment. Nonpayment of any undisputed amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement, except as otherwise agreed to by the parties.

Article 5 - Specifications

5.1 Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix B. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any applicable NESC, NEC or OSHA Standard. Licensee shall exercise commercially reasonable efforts to avoid damage to City's poles and facilities and the facilities and attachments of third parties. Licensee is not required to incur any costs associated with the correction of any noncompliance caused by an Attaching Entity or City unless there is a reasonable likelihood, in the opinion of the City that the noncompliance was caused by the Licensee.

5.2 Tagging. Licensee shall Tag all of its Communications Facilities as specified in Appendix B and/or applicable federal, state, and local regulations upon installation of such Facilities. Within one year of execution of this Agreement, Licensee shall Tag any untagged Communications Facilities owned by Licensee that were on City Poles on the effective date of this Agreement. Failure to provide proper Tagging will be considered a violation of the Applicable Standards.

5.3 Interference. Licensee shall not allow its Communications Facilities to impair the ability of City or any third party to use City's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any City Facilities or third-party facilities. The City shall take reasonable action to prevent any new facilities from interfering with Licensee's use of the Poles or the operation of its facilities. Equipment that requires more space than the one foot, that cannot be placed on the ground, shall be placed on the opposite side of the pole to not interfere with other communication or City facilities. Equipment mounted on street light poles shall be mounted opposite the light arm and fixture or above the light fixture in line with the pole to not interfere with the light to ground.

5.4 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities.

Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by City's facilities in the event of a contact with such facilities.

5.5 Violation of Specifications. If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in a manner that is not in compliance with Applicable Standards, and Licensee has not corrected such noncompliance within thirty (30) calendar days from receipt of written notice of the violation(s) from City, or such longer time as may be necessary under the circumstances, City, at its option, may correct such conditions. If an Attachment is out of compliance as a result of a change in standards after such Attachment was attached, then Licensee will not be required to correct such noncompliance until the next time Licensee modifies the Attachment. City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When City reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of City's service obligations, or present an immediate threat to the physical integrity of City Facilities, City may perform such work and/or take such action as it reasonably deems necessary without first giving written notice to Licensee. As soon as practicable afterward, City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by City in taking action pursuant to this Paragraph, except as provided in Paragraph 5.1.

5.6 Restoration of City Service. City's service restoration requirements shall take precedence over any and all work operations of Licensee on City's Poles.

5.7 Attachment Timeframe. If Licensee does not exercise their right to attach pursuant to an applicable Permit(s) within ninety (90) calendar days of the effective date of permit approval, or any extension to such Permit(s), City may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, City shall endeavor to make other space available to Licensee, upon written application under Article 7 (Permit Application Procedures), as soon as reasonably possible and subject to all requirements of this Agreement, including the Make- Ready Work provisions.

5.8 Removal of Abandoned Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that are abandoned (Abandoned Attachment) as provided in this Paragraph 5.8 (Removal of Abandoned Attachments). An Abandoned Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment Fee specified in Appendix A, unless Licensee is paying an Attachment Fee for such Attachment. Except as otherwise provided in this Agreement, Licensee shall remove Abandoned Attachments within one (1) year of the Attachment becoming abandoned, unless Licensee receives written notice from City that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Abandoned Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash an Abandoned Attachment, such Abandoned Attachment may remain in place until City notifies Licensee that removal is necessary to accommodate

City's or another Attaching Entity's use of the affected Pole(s).

Article 6 - Private and Regulatory Compliance

6.1 Necessary Authorizations. Before Licensee occupies any of City's Poles, Licensee shall obtain from the appropriate authority, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse City for all losses, costs, and expenses, which City may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on City's Poles or to provide particular services. The defense, indemnification and reimbursement shall be subject to the procedures set forth in Article 17.3.

6.2 Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws and Applicable Standards.

6.3 Non-Forfeiture of City's Rights. No Permit granted under this Agreement shall extend, or be deemed to extend, to any of City's Poles to the extent that Licensee's Attachment would result in a forfeiture of City's rights. Any Permit that would result in forfeiture of City's rights shall be deemed invalid as of the date that City granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from City. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from City, City may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall defend and indemnify City for liability, costs, and expenses, that may accrue during Licensee's challenge. The defense, indemnification and reimbursement shall be subject to the procedures set forth in Article 17.3.

6.4 Effect of Consent to Construction/Maintenance. Consent by City to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required authorizations with respect to such Attachment.

Article 7 - Permit Application Procedures

7.1 Permit Required. Licensee shall not make any Attachments to any of City's Poles

without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B.

7.2 Permits for Overlashing. As set out in Paragraph 3.13 (Overlashing), Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing. Any Overlashing shall take place within the communications space on a pole as indicated on Appendix B.

7.3 Professional Certification. At Licensee's sole expense, a qualified and experienced professional engineer must certify the design. In addition, a qualified and experienced individual, other than the contract installer, must verify that Licensee's Communications Facilities were installed on the identified Poles in compliance with the design and standards in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). City, at its reasonable discretion, may waive the requirements of this Paragraph.

7.4 City Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix B), which shall include the fees, Pre-Construction Survey, certified per Paragraph 7.3 (Professional Certification) above, and detailed plans for the proposed Attachments in the form specified, City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- (a) **Review Period.** City shall review and respond to Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within thirty (30) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the City will have an additional 15 working days to review. The City's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- (b) **Approval of Make Ready.** Upon receipt of City's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate.
- (c) **Completion of Make Ready Work.** City will complete routine Make-Ready Work within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary work more complicated or time-consuming, the City shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- (d) **Tolling.** City may toll the time period for completion of Make-Ready Work

by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

7.5 Permit as Authorization to Attach. Upon completion of any necessary Make-Ready Work and receipt of payment for such work, City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

Article 8 - Make-Ready Work/Installation

8.1 Estimate for Make-Ready Work. If City determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

8.2 Payment of Make-Ready Work. Upon completion of the Make-Ready Work, City shall invoice Licensee for City's cost of such Make-Ready Work. Alternatively, City, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay City's cost of Make-Ready Work in accordance with Paragraph 4.10 (Determination of Charges) and trued up in accordance with Paragraph 4.9 (True-Up).

8.3 Who May Perform Make-Ready Work. Electric Make-Ready Work shall be performed only by City and/or a contractor authorized by City to perform such work. If City cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) calendar days of Licensee's request for Attachment(s), Licensee may seek permission from Utility for Licensee to employ a qualified contractor to perform such work.

8.4 Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, City will endeavor to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of City's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require City to perform Licensee's work before other scheduled work or City service restoration.

8.5 Licensee's Installation/Removal/Maintenance Work.

(a) **Cost and Standards.** All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, except as otherwise provided herein, in a good and workmanlike manner, and must not adversely affect the structural integrity of City's Poles, or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 19 (Insurance).

(b) **Regulatory Compliance.** All of Licensee's installation, removal, and

maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 18 (Duties, Responsibilities, and Exculpation), and City of Olivia Specifications contained in Appendix B.

Article 9 - Transfers

9.1 Required Transfers of Licensee's Communications Facilities. If City reasonably determines that a transfer of Licensee's Communications Facilities is necessary, City will require Licensee to perform such transfer within sixty (60) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within sixty (60) calendar days after receiving such notice from City, City shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 10 (Modifications and/or Replacements). City shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 17.1 (Liability). The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation. City shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities.

Article 10 - Modifications and/or Replacements

10.1 Licensee's Action Requiring City Modification/Replacement. If any Pole to which Licensee desires to make Attachment(s) has insufficient capacity, or otherwise cannot support or accommodate the additional facilities in accordance with all Applicable Standards, City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Pole or Pole space including, but not limited to, replacement of the Pole and/or rearrangement or transfer of City's Facilities, as well as the facilities of other Attaching Entities. If Licensee elects to go forward with the necessary changes, subject to the provisions of Section 10.5(c), City may proceed with Make-Ready Work. Licensee shall pay to City the actual cost of the Make-Ready Work, performed by City, in accordance with Paragraph 4.9 (Determination of Charges). City, in its reasonable discretion, may require advance payment.

10.2 Licensee's Action Requiring Modification to Existing Attachments. City shall provide notice to other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments as a result of a new application for permit. City shall also provide a copy of the notice to the Licensee along with the contact information of existing attachers in order for Licensee to coordinate completion of the work in a timely manner. Licensee will pay for all required work to accommodate Licensee's

facilities. City will notify other Attaching Entities of existing safety violations with an expectation that the violations will be corrected.

All Attaching Entities shall cooperate with each other (including Overlashers) with respect to any relocation or rearrangement of Licensee's facilities that may be reasonably required, as determined by City.

10.3 Treatment of Multiple Requests for Same Pole. If City receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, City will allocate among such licensees the applicable costs associated with such modification or replacement.

10.4 Guying. The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of City. Licensee shall not attach its guy wires to City's anchors without prior written permission of City. If permission is granted, Make-Ready charges may apply.

10.5 Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of City's cables or wires) shall be allocated to City and/or Licensee and/or other Attaching Entity on the following basis:

- (a) **Replacement/Modification Necessitated by City.** The City shall be responsible for the full costs related to any modification or replacement of a pole when necessitated by City requirements. Prior to any replacement or modification, City shall provide Licensee written notification. Licensee shall be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities on the replacement pole.
- (b) **Replacement/Modification Necessitated by Licensee.** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs associated with the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. Licensee shall reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Sub-Paragraph.
- (c) **Additional Attachment.** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for

rearranging or transferring Licensee's Communications Facilities.

10.6 City Not Required to Relocate. Nothing in this Agreement shall be construed to require City to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee, provided, however, any denial by City for modification of the Pole is based on nondiscriminatory standards of general applicability.

Article 11 - Abandonment or Removal of City Facilities

11.1 Notice of Abandonment or Removal of City Facilities. If City desires at any time to abandon, remove, or underground any City Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such City's Facilities. Notice may be limited to thirty (30) calendar days if City is required to remove or abandon its City Facilities as the result of the action of a third party and the lengthier notice period is not practical. If, following the expiration of the thirty (30) or ninety (90) day period as applicable, Licensee has not yet removed and/or transferred all of its Communications Facilities, City shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense, subject to any applicable reimbursement clause in a Franchise Agreement, if one exists, between the Licensee and the City. City shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities. Licensee's failure to remove its Facilities as required under this Paragraph shall subject Licensee to the fees listed in **Appendix A.**

11.2 Option to Purchase Abandoned Poles. Should City desire to abandon any Pole, City may, in its sole discretion, grant Licensee the option of purchasing such Pole at a rate negotiated with City.

Article 12 - Removal of Licensee's Facilities

12.1 Removal on Expiration/Termination. At the expiration or other termination of this Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense within sixty (60) calendar days. If Licensee fails to remove such Facilities, City shall have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense. Notwithstanding the foregoing, if the parties are negotiating a replacement agreement in good faith, Licensee shall not be required to remove its Facilities whether or not this Agreement or individual Permit(s) have expired or been terminated. If City removes Licensee's Facilities, City shall catalog the equipment removed, including the date, and store the equipment at City owned facility. City will provide notice to Licensee of the removal and where Licensee can retrieve the equipment as soon as practicable after removal and shall make the Equipment available to Licensee during normal business hours for up to ninety (90) days from the date of removal. City shall not have any responsibility for any loss, damage or excessive wear to Equipment while in City's possession.

Article 13 - Termination of Permit

13.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit.

13.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that Licensee shall notify City when the work is complete. All such work is subject to the insurance requirements of Article 19 (Insurance). No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City's Facilities within sixty (60) calendar days thereafter, City shall have the right, but not the obligation, to remove Licensee's Attachments at Licensee's expense.

Article 14 - Inspection of Licensee's Facilities

14.1 Inspections. City may conduct an inventory to determine the number of Licensee's billable attachments, no more than once every five (5) years. Licensee shall pay its pro-rata share, along with other Attaching Entities, for such inventory. City may also conduct routine safety inspections of its Pole(s), including Attachments at any time. The cost of safety inspection conducted at the same time as the inventory will be included in the pro-rata cost indicated above. Safety inspections conducted outside of an inventory count will be borne by the City. Licensee shall correct all Attachments that Licensee caused to not be in compliance with Applicable Standards within sixty (60) calendar days of notification, or such longer period as may be necessary under the circumstances.

14.2 Notice. City will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

14.3 No Liability. Inspections performed under this Article, or the failure to do so, shall not impose upon City any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.

Article 15 - Unauthorized Occupancy or Access

15.1 Unauthorized Attachments. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, City shall issue a list of such Attachments to Licensee so that Licensee can verify that the Attachments belong to Licensee with an approved permit. Licensee shall have - no longer than 90 calendar days or as otherwise agreed to by the Parties - to perform such verification and the City shall cooperate with Licensee in its efforts to verify the inventory. City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Fee,

as specified in Appendix A, in lieu of any back rent that may be owed. Following agreement amongst the Parties as to the number of unauthorized attachments, Licensee shall pay such Fee within thirty (30) calendar days of City's invoice. City shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.

15.2 No Ratification of Unauthorized Use. No act or failure to act by City with regard to any use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by City of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 16 - Reporting Requirements

16.1 Reporting. At the time that Licensee pays its annual attachment fee, Licensee shall also provide the following information to City:

- (a) An up-to-date electronic map depicting the locations of its Attachments, in a format specified by City.
- (b) All Attachments that have become abandoned during the relevant reporting period. The report shall identify the Pole on which the abandoned Attachment is located, describe the abandoned equipment, and indicate the approximate date the Attachment was abandoned.

Article 17 - Liability and Indemnification

17.1 Liability. City reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use City's Poles at Licensee's sole risk, except as otherwise provided herein. Notwithstanding the foregoing, City shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 17.5 (Municipal Liability Limits), as applicable, City agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the negligence or willful misconduct of City.

17.2 Indemnification. Licensee shall defend, indemnify, and hold harmless City and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including third party payments made by City under any Workers Compensation Laws or under any plan for employees disability and death benefits), and expenses (Covered Claims) caused by any act, omission, failure, negligence, or willful misconduct of Licensee, or its officers, directors, employees, agents or contractors, in connection with damage to tangible property or injury to persons including death arising

out of the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of City's negligence or willful misconduct giving rise to such Covered Claims.

17.3 Procedure for Indemnification.

- (a) City shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City, City shall give the notice to Licensee as promptly as reasonably practical and no later than ten (10) calendar days after City receives written notice of the action, suit, or proceeding.
- (b) City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- (c) Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the claim with counsel of its choice. City agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, City shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.
- (d) If Licensee assumes the defense of a third-party claim as described above, then in no event will City admit any liability with respect to, or settle, compromise or discharge, any third-party claim without Licensee's prior written consent, and City will agree to any settlement, compromise or discharge of any third-party claim which Licensee may recommend which releases City completely from such claim, without cost to City.

17.4 Environmental Hazards. Licensee represents and warrants that its use of City's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about City's Poles or transport to City's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its

Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless City and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses arising from or due to the release, threatened release, or storage of any Hazardous Substances on, under, or adjacent to City's Poles only to the extent attributable to Licensee's Facilities. Should City's Poles be declared to contain Hazardous Substances, City, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For City, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, including City alone, such costs shall be borne solely by those parties.

17.5 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies City shall be construed in any way to limit any other indemnification provision contained in this Agreement.

17.6 Attorney's Fees and Costs. If either party is successful in an action in a court of competent jurisdiction under this Agreement, and is granted a final and appealable order to enforce this Agreement, the losing party shall pay successful party's reasonable attorney's fees and costs.

17.7 No Liability Loss Profits. Under no circumstances shall either party be liable to the other party or the other party's customers for special, indirect, incidental, punitive, exemplary or consequential damages suffered by the other party or any customer of the other party for the lost profits or other business interruption damages, whether by virtue of any statute in tort or in contract, under any provisions of indemnity or otherwise, regardless of the theory of liability upon which such claim may be based.

Article 18 - Duties, Responsibilities, and Exculpation

18.1 Duty to Inspect. Licensee acknowledges and agrees that City does not warrant the condition or safety of City's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City's Poles and/ or premises surrounding the Poles, prior to commencing any work on City's Poles or entering the premises surrounding such Poles.

18.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this

Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

18.3 Disclaimer. CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO CITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.4 Duty of Competent Supervision and Performance. The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of City; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of City's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

18.5 Requests to De-Energize. If City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City in accordance with Paragraph 4.09 (Determination of Charges), for all costs and expenses that City incurs in complying with Licensee's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.

18.6 Interruption of Service. If Licensee causes an interruption of service by damaging or interfering with any equipment of City, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify City immediately.

18.7 Duty to Inform. Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on City's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors,

or subcontractors of such dangers, and to keep them informed regarding same.

Article 19 - Insurance

19.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

- (a) **Waiver of Subrogation.** To the extent allowed by law, Licensee hereby waives and releases any and all rights of action for negligence against City which may hereafter arise on account of damage to Licensee's property, resulting from any fire, or other casualty of the kind covered by standard insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Licensee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Licensee concerning its property shall waive the insurer's right of subrogation against City.
- (b) **Workers Compensation and Employers' Liability Insurance.** Licensee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Licensee shall also carry employers' liability insurance with minimum limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.
- (c) **Commercial General Liability Insurance.** Licensee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence; \$4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.
- (d) **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Minimum combined single liability limit not less than \$2,000,000 each occurrence.
- (e) **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- (f) **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements,

including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures.

19.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Minnesota and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverage of the type that Licensee is required to obtain under this Article with the same limits.

19.3 Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish City with a certificate of insurance (Certificate). The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The policies shall contain a provision that the City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. City, its Council members, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. Licensee shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to City upon request.

19.4 Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

19.5 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

19.6 Deductible/Self-insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 20 - Authorization Not Exclusive

City shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

Article 21 - Assignment

21.1 Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; except that Licensee may, without the prior consent of the City, assign all of its rights under this Agreement to a parent, subsidiary, or Affiliate of Licensee. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, "Affiliate" means, any entity that controls or is controlled by Licensee, or is under common control with Licensee.

21.2 Obligations of Assignee/Transferee and Licensee. Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by City, except as otherwise provided in Section 21.1.

21.3 Sub-licensing. Without City's prior written consent, Licensee shall not allow third parties to place Attachments on City's Facilities. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment is not subject to this Paragraph.

Article 22 - Failure to Enforce

Failure of City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 23 – Dispute Resolution

All parties agree to make every effort to settle disputes in good faith informally before

instituting formal processes. Where informal efforts fail, any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Renville County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The venue for legal or equitable proceedings shall be in Renville County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages, except as otherwise provided herein. During any dispute procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

Article 24 - Termination of Agreement

24.1 City shall have the right, pursuant to the procedures set out in this Article, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:

- (a) Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
- (b) Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with City, unless Licensee is challenging such denial or revocation; or
- (c) Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 19 (Insurance).

24.2 City will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any defaults by Licensee under this Agreement. Licensee shall begin to take corrective action to cure any such defaults within fifteen (15) calendar days, and completion of such cure within sixty (60) days, or such longer period(s) mutually agreed to by the parties, before City will undertake any remedies under this Article.

24.3 If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 23 (Dispute Resolution).

24.4 If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, City may immediately terminate the Permit(s) granted under this Agreement for those Poles that are the subject of the default. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations hereunder, City may seek removal of

Licensee's Communications Facilities pursuant to the terms of Article 12 (Removal of Licensee's Facilities), from any or all of City's Poles. In such instance, Licensee shall remain liable to City for all fees and charges accrued pursuant to the terms of this Agreement.

Article 25 - Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 26 – Notices and Contact Information

26.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when delivered using a traceable, nationally recognized courier, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to City, at: City of Olivia
1009 West Lincoln Ave
Olivia, MN 56277
Attn: Utilities

with a copy to: jmonson@olivia.mn.us

If to Licensee, at: [BUSINESS NAME]
[ADDRESS]
Attn: [TITLE]

With a copy to: [BUSINESS NAME]
[ADDRESS]
Attn: [TITLE]

or to such other address as either party, from time to time, may give the other party in writing.

26.2 The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permit application and approval process and necessary transfer or pole modifications.

26.3 Both parties shall maintain a list of contacts in order to conduct business, including an emergency response number, not available to the general public, where each party can report damage to facilities or other situations requiring immediate communications between the parties. Such process shall ensure the ability to respond to concerns and requests. Failure to maintain an emergency contact shall eliminate City's liability to Licensee for any actions that City deems reasonably necessary given the specific

circumstances.

Contacts:

	Licensee	City
Emergency Responder		320-523-2361
Non-Emergency Notification		electric@olivia.mn.us
Billing/Receivable		jmonson@olivia.mn.us (320) 523-2361
Contract Contact		jmonson@olivia.mn.us (320) 523-2361

Article 27 - Entire Agreement

This Agreement and its appendices, including the Permit issued, constitute the entire agreement between the parties concerning attachments of Licensee’s Communications Facilities on City’s Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements with respect to attachments of Licensee’s Communication Facilities, whether written or oral, between City and Licensee are superseded and of no further effect.

Article 28 - Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 29 - Governing Law

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Minnesota. Venue for any matter arising under this Agreement shall be in the state district court for Renville County, Minnesota.

Article 30 - Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 31 - Force Majeure

31.1 If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, pandemics resulting in a declared emergency, wars, revolution, civil commotion,

explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause either not attributable to the negligence or fault of, or beyond the reasonable control of, the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

31.2 City shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in this paragraph, provided that Licensee present City with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due City under this Agreement.

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

[COMPANY NAME]

CITY OF OLIVIA

By: _____
[NAME]
[TITLE]

By: _____
Jon Hawkinson, Mayor

By: _____
Jasmine Miller, Deputy Clerk

OLIVIA PUBLIC UTILITIES

By: _____
Jo Monson, Utility Account Manager

APPENDIX A FEES & CHARGES

Effective Date January 1, 2024

1. Annual Attachment: \$48 per attachment

The Annual Attachment Fee may be adjusted from time-to-time by the Public Utility Commission and is published in City of Olivia's Rate Schedule, Miscellaneous Fees.

2. Commercial electric base rate: \$22.79

3. Commercial energy rate per kWh: \$0.1235

4. Energy Adjustment Clause

This is a rate received from MMPA that changes monthly

5. Administrative Fee - \$50

This is a non-refundable administrative fee for a new joint use agreement.

6. Permit Review - \$100 per hour

Non-refundable permit review fee for all new attachments. Maximum of 200 poles per permit application.

7. Unauthorized Attachment:

- 3 x annual attachment fee, per occurrence.

8. Failure to Timely Transfer, Abandon, or Remove Facilities:

This fee starts the day following the deadline in the written notice through completion of the work.

- \$5 per pole, per day.

**APPENDIX B—
INSTRUCTIONS AND
APPLICATION FOR PERMIT
(NOT SMALL CELL
WIRELESS FACILITIES
PERMIT)**

Date: _____

Number of Poles (200 max): _____

TO:

**Olivia Public Utilities
1009 West Lincoln Ave
Olivia, MN 56277
jmonson@olivia.mn.us**

FROM:

Company Name: _____
Contact Person: _____
Phone: _____ Email: _____
Engineer: _____
Phone: _____ Email: _____

Narrative Description of Proposed Activity:

This application is subject to the terms and conditions of the Pole Attachment Agreement between the Parties. The approved permit will be incorporated by reference. Instructions for completion are attached. All submittals shall be signed by a professional engineer, registered in the State of Minnesota, certifying that Licensee's proposed installation is compliant with NESC in effect at the time of the installation, City of Olivia Specifications, any other applicable laws.

CITY OF OLIVIA APPROVAL:

Permission is hereby granted to Licensee to attach to Poles listed on the attached Route Maps and Make-Ready work installation plans, subject to payment of the necessary charges as set out by City and agreed to by Licensee.

Name: _____ Signature: _____
Date: _____ Email: _____
Phone: _____

POST-CONSTRUCTION VERIFICATION COMPLETED BY LICENSEE:

Upon final inspection, I hereby verify that the attachments described above have been installed in accordance with the Route Maps and Make-Ready work installation plans of the approved permit and that they fully comply with the National Electrical Safety Code® (NESC), latest edition and Article 7.3 of the Pole Attachment Agreement.

Licensee's Authorized Representative: _____
Company Name: _____
Email: _____ Phone: _____ Date Inspected: _____
Signature: _____

PERMIT APPLICATION INSTRUCTIONS

Submittals required with application:

1. Route map that shows each pole proposed for attachment.
2. A detailed Pole Inventory report (sample provided upon request) that shows all of the pertinent information about the pole that exists at the time of analysis.
3. Proposed make ready work (if any) that would be required by all parties, including applicant in order for the proposed attachment to comply with NESC and City of Olivia Specifications included. Please note that this includes identifying any existing NESC clearance violations that may be present on the pole. All violations must be brought into NESC compliance before any further attachments will be permitted. The proposed attachment submittal should include accommodations for any necessary corrective work that may need to be done to bring the pole into NESC compliance.
4. A current IKE GPS photo (preferred) or Pole Profile sheet of each pole that shows present attachment heights of all key facilities. Please note that if the base of the pole is obscured, City of Olivia requires the use of an offset stick to ensure accurate pole measurements.
5. A printout of the pole loading analysis for each pole done by the software your firm is using

**CITY OF OLIVIA
SPECIFICATIONS**

A. General Requirements

1. All facilities attached to Licensor’s poles shall be designed and installed to NESC Class B construction standards.

Exception: If existing pole does not meet NESC Class B construction standard prior to the proposed attachment by Licensee, the proposed attachment may be allowed under the listed conditions below.

- a) Class C construction is allowable by NESC for location pole is installed
 - b) Proposed attachment does not cause existing pole to exceed 90% of rated Pole Capacity Utilization for NESC Class C construction
2. No new Attachments will be permitted on 100 kilovolt (kV) and above transmission poles.

B. Tagging

1. Every attachment of the Licensee installed under this contract shall be tagged or marked with a non-metallic tag, acceptable to the Licensor, at every pole to which cable is attached.
2. Two (2) tags shall be installed – one at the point of attachment and the other within a boundary starting from 3’ above the ground line to 6’. Tags shall be placed on the curb side of the pole and shall include the identification code listed below.
3. All marking tags, carriers (holders) and attaching devices shall be durable and ultraviolet (UV) resistant. Non-UV inhibited plastic tie wraps are not acceptable.
 - a) All identification tags supplied by the Licensee shall comply with the following requirements:
 - b) Numbers or letters shall be 1-inch high black on yellow background
 - c) Number carriers (holders) shall be non-conductive
4. A sample of proposed tagging shall be submitted to City of Olivia’s Utility Department for approval along with the attachment application.
5. Identification codes by Code Number

001	Arvig Communications Systems	006	Vacant
002	Lightbeam	007	Vacant
003	Lumen/CenturyLink	008	Vacant
004	Mediacom	009	Vacant
005	City of Olivia	010	Vacant

C. Clearances

1. **Attachment and Cable Clearances:** Licensee's Attachments on Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts, and other equipment, must be attached so as to maintain the minimum separations specified in the NESC along with the additional Licensor requirements listed:
 - a) No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
 - b) All Licensee Attachments shall have at least two (2) inches of clearance from unbounded hardware.
 - c) All Licensee Attachments shall not use any crossarm or alley arm brace above the arm that it supports.
2. **Service Drop Clearance:** The parallel minimum separation between City's service drops and communications service drops shall be a minimum of twelve (12) inches, and the crossover separation between the drops shall be a minimum of twenty-four (24) inches.
3. **Sag and Mid-Span Clearances:** Licensee will be particularly careful to provide proper clearances and leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At the mid-span, for a utility voltage less than 50 kV between power line conductors. The following are some of the clearance requirements from the 2017 NESC:
 - a) In midspan, a thirty (30) inch separation must be maintained between any communication cable and utility power line conductor under 50 kV. Additionally, anywhere in the span, a minimum four (4) inch separation must be maintained between the Licensee and any other communication cable.
 - b) At the Pole support, a forty (40) inch separation must be maintained between the utility power line conductor and any communications connection/attachment. Additionally, a twelve (12) inch separation must be maintained between Licensee and any other communications connection/attachment.
4. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. All communication risers shall be grouped in the same quadrant of the pole in order to maximize climbing space.
5. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures a minimum of four (4) feet from Poles or other City Facilities.

D. Down Guys and Anchors

1. When performing pole analysis, City of Olivia uses 3/8" utility grade, 7 strand guy wires as an installation standard for our distribution guying. City of Olivia does have Extra High Strength (EHS) guy wire available, but it is only typically

installed for transmission pole guying.

2. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Poles by Licensee's Attachments. Anchors must be guyed adequately.
3. Anchors and guy wires must be installed on each Pole where an angle or a dead- end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of City.
4. Licensee may not attach guy wires to the anchors of City or third-party user without the anchor owner's specific prior written consent.
5. All down guys, head guys or messenger dead ends installed by Licensee shall be attached by the use of "thru" bolts or approved banding. Such bolts placed in a "bucking" position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling the pole with such attachments.
6. No Attachment may be installed on a Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Poles until all required guys and anchors are installed.
7. Licensee's down guys, if required, shall be either insulated or grounded per NESC.

E. Vegetation Management

1. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties in accordance with **Article 10.5** (Allocation of Costs).
2. Any re-clearing of existing right-of-way, and any tree trimming work necessary for the installation of attachments, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties in accordance with **Article 10.5** (Allocation of Costs).

F. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to the Pole ground wire at each Pole that has a ground wire.
2. Communication Cables: All Communications cables/wires not owned by City shall be attached within the Communications space that is located forty (40) inches below the lowest City conductors, except as otherwise permitted by the NESC.
3. Hole Spacing: No new holes drilled through a pole by Licensee shall be located with 4" of an existing hole.
4. Unused or Abandoned Holes: Licensee's agrees to plug any unused or abandoned holes that they drill into the Licensor's pole or occur as a result of the Licensee's Make-Ready work installation plan with approved plugging methods.
5. Neat and Workmanlike Appearance: Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent

with the maintenance of the overall appearance of the pole.

6. Mid-span antennas will be subject to future City of Olivia Specification standards, which shall be reasonable and shared with Licensee when available.

BOLD Community Pool – Report 11-202

My goal is to have a lifeguarding class in December (tbd). Water Safety Instructor class this winter after the holidays. Spring lessons, private lessons and hopefully another lifeguarding class this spring.

The adjuster has sent another payment for the fire and the adjuster's accountant is helping with the revenue loss portion of the policy. I just sent new information to the accountant for his analysis.

The JPA met on Thursday, November 9th, 2023 at 5:30pm. Discussed the status of the repairs and cooler/electrical room is complete. A tour for those who could, to look at the repairs to the pool.

We attempted to put water into the pool for 2 days and discovered a leak then spent three days draining the pool. We have a contractor coming to make repairs. We are getting close to reopening.

Thank you

Please let me know if you have any questions

Tracey Johnson, Pool Coordinator BOLD Community Pool

Tracey.johnson@bold.k12.mn.us 320-523-1031 ext3152