

**OLIVIA CITY COUNCIL AGENDA
REGULAR MEETING
Monday, December 4, 2023 at 5:30 p.m.**

Join via [Zoom.us](https://zoom.us)

Meeting ID: 835 1241 7370

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 20, 2023
- B. 2024 SafeAssure Safety Training Contract Renewal
- C. Resolution 2023-117, Amending Resolution 2023-113, 2024 Liquor Licenses Set for Approval
- D. City Hall – West Central Roofing Contractors Quote
- E. 2024 Airfield Pavement Crack Seal and Micro Milling – Olivia Airport
- F. November Disbursements
- G. Contractor’s Application for Payment No. 10 – DePue Ave Improvement Project
- H. Contractor’s Application for Payment No. 11 – DePue Ave Improvement Project
- I. Airport Management Agreement

V. DISCUSSION / BUSINESS ITEMS

- A. 2024 Board and Commission Appointments Review

VI. REPORTS

- A. Public Utilities Commission
- B. EDA
- C. Park & Rec Board
- D. Other Reports of Council / Staff

VII. NOTICES AND COMMUNICATIONS

- A. Holiday Happenings – December 7th

VIII. 2024 Budget & Truth-In-Taxation Presentation at 6:00 P.M.

- A. Temporarily Recess Regular Meeting and Open Public Hearing
- B. Staff Presentation and Public Comment
- C. Close Hearing and Reopen Regular Meeting

IX. ADJOURNMENT

REGULAR MEETING MINUTES

Monday, November 20, 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, Mayor Hawkinson and Landon Padrnos.

Council Members Absent: George Ebbers and Blanca Ferguson

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Pamela Whitmore, City Attorney (zoom); Marissa Castillo, Zoning Administrator; Justin Black, City Engineer; Kendra Lyngaas, City Engineer; Steve Altmann, Doug Wittenberg, Ross Okins, Renville County Register; Jasmine Miller, Deputy Clerk.

Others present on Zoom: iPad (2), Guest, George Thoma

PUBLIC FORUM

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

Doug Wittenberg, 208 1st Street South, shared that he filled out the deferment paperwork and was attending for the results.

No other public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:32 P.M.

AGENDA

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

CONSENT AGENDA

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

- Regular Meeting Minutes of November 6, 2023
- Work Session Meeting Minutes of November 13, 2023
- Resolution 2023-111, Step Movement for Damon Coots
- Resolution 2023-112, Election Polling Place Designation for 2024
- Resolution 2023-113, 2024 Liquor Licenses Set for Approval
- 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
- Public Works Quote – Midstates Equipment & Supply
- Auditing Service RFP – Abdo
- Confirm Mayoral Appointment of Ben Aaseth to the Park Board

- Resolution 2023-115, Deferring Special Assessment Against Certain Property
- Public Works Quote – Midway Farm Equipment

DISCUSSION / BUSINESS ITEMS

Public Hearing Amending Ordinance 2023-07, Amending Section 152.086 Standards, Home Occupation of Chapter 152

At 5:35 P.M. Mayor Hawkinson temporarily recessed the regular meeting and opened the public hearing. No public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:36 P.M.

Motion by Baumgartner, second by Padrnos: to approve Ordinance 2023-07, Amending Section 152.086 Standards, Home Occupation of Chapter 152. Motion passed unanimously.

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

Motion by Padrnos, second by Baumgartner: to approve Ordinance 2023-06, Amending Section 92.32 ET.Seq. Weeds. Motion passed unanimously.

Second Reading of Ordinance 2023-08, Amending Section 92.17 Public Nuisances Affecting Morals

Motion by Baumgartner, second by Padrnos: to approve Ordinance 2023-08, Amending Section 92.17 Public Nuisances Affecting Morals. Motion passed unanimously.

TH 212 Watermain Project

Black presented the special assessments for the highway 212 watermain project. Black explained that a public hearing will be set for December 18, 2023 to approve assessments for the project. The project is complete with turf restoration to be reviewed in the spring of 2024. The assessments for the project will be certified next year, payable with property taxes over the next 20 years at 5.15% annual interest.

Resolution 2023-116, Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Call for a Hearing on Proposed Assessment

Motion by Padrnos, second by Baumgartner: to approve Resolution 2023-116, Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Call for a Hearing on Proposed Assessment. Motion passed unanimously.

Safe Routes to School Trail Project – Phase 2

Motion by Baumgartner, second by Padrnos: to approve the design engineering and bidding processes for the Safe Routes to School Train Project Phase 2. Motion passed unanimously.

Black provided a summary of the project stating the trail will extend east to highway 71, and then south to Viking Drive and across the highway, north to Pond Park. The City did receive federal funding for the project, and those grant dollars will be received in 2024.

Reevaluate Resolution 2023-58, Approving Additional Compensation for Chief Jason Krumheuer

Motion by Baumgartner, second by Padrnos: to conclude Resolution 2023-58. Motion passed unanimously.

Torkelson shared that she had a conversation with Chief Krumheuer about staffing within his department and it makes sense to end the temporary additional compensation. Torkelson clarified that the resolution stated Council would reevaluate in six months.

Pole Attachment Agreement

Motion by Baumgartner, second by Padrnos: to approve the pole attachment agreement. Motion passed unanimously.

Torkelson informed Council that this item was created because a business owner was attaching equipment to the poles, and the Council in turn asked the PUC to look into the issue. The PUC created a subcommittee to work through the issue and consult with the engineers and attorneys. It was determined that the business was not a small cell provider and therefore a pole attachment agreement was created. The PUC recommends the approval of the pole attachment agreement and suggests metering the service.

Baumgartner added that the pole attachment agreement covers safety and liability, and gives the city flexibility to how the City administers the agreement.

Padrnos shared concerns of inconsistency and discrimination that could be a result of the flexibility in the agreement.

Whitmore added that the appendix will make it easiest to change the agreements in place as far as the terms and conditions. The appendix references the fee schedule which is approved by the Council. If there are like providers who provide the service in the exact same way as other providers then the Council will want to treat those provide in the same or similar manner. If there is a service that is provided in a unique way then this agreement gives the flexibility to have those negotiations. There was consensus amongst the Council that the Small Cell Wireless Agreement needs to be reviewed by the PUC in 2024.

Transfer of Ownership regarding real property: PID 35-05255-00, 35-052600-00, 35-05261-00 and 35-05275-00

Whitmore stated that a resolution would be needed at a future meeting.

Torkelson shared that the property currently leased by the Chrysler Center is owned by the City and the undeveloped property around that parcel is owned by the EDA. The City is currently working on a purchase agreement for the property. It is recommended by Whitmore that we put all the parcels under one owner whether that be the City or EDA. if the EDA serves as the owner they can put a reverter clause into the contract requiring the property to remain a car dealership and a public hearing is required prior to the sale. If the City serves as the owner then a reverter clause will not be included in the contract and a public hearing is not required. The Council is in favor of the property being transferred in to the City's name. Torkelson will inform the EDA of the requested transfer of property by the Council.

No additional items or new business items were presented.

REPORTS

Pool

Landon shared that the restorations from the fire and progressing nicely, a leak was discovered when filling up the pool and they are hoping to open in January.

Park

Torkelson reported that the trail, basketball courts, Dowling Square drainage issues and the pickleball court were all discussed at the meeting.

PUC

Baumgartner thanked the PUC members and the subcommittee for all the work that they have done.

Other Reports of Council / Staff

Hawkinson shared that Holiday Happenings is on December 7th in downtown Olivia. A list of events can be found on the Chamber of Commerce's Facebook page.

Torkelson shared that City Hall will be doing a window decorating contest at City Hall, and encouraged everyone to come vote on December 4th. A ceremonial tree lighting will be taking place during holiday happenings on December 7th.

No additional reports were presented.

CLOSED SESSION

Closed in Accordance with MN Statue 13.05D Subd 3(c)(1) 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

Motion by Baumgartner, second by Padrnos: to close the regular meeting at 6:35 P.M. and enter into a closed session in accordance with MN Statue 13.05D Subd 3(c)(1) regarding real property and the potential purchase price. Motion passed unanimously.

Motion by Padrnos, second by Baumgartner: to reopen the regular meeting at 6:59 P.M. Motion passed unanimously.

ADJOURNMENT

Motion by Padrnos, second by Baumgartner: to adjourn the meeting at 7:01 P.M. Motion passed unanimously.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk



WHAT SAFEASSURE WILL DO FOR YOU

**INFORMATION
PACKET/PROPOSAL**

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

The required standards that apply to The City of Olivia are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

EXCAVATIONS/TRENCHING 1926.651 (k)(1)

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

LOGGING OPERATIONS 1910.266 (i)(1)

The employer shall provide training for each employee, including supervisors, at no cost to the employee.

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES

29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the Service Agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces

Subpart E - Means of Egress

Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms

Subpart G - Occupational Health and Environmental Control

Subpart H - Hazardous Materials

Subpart I - Personal Protective Equipment

Subpart J - General Environmental Controls

Subpart K - Medical and First Aid

Subpart L - Fire Protection

Subpart M - Compressed Gas and Compressed Air Equipment

Subpart N - Materials Handling and Storage

Subpart O - Machinery and Machine Guarding

Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.

Subpart Q - Welding, Cutting, and Brazing.

Subpart S - Electrical

Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions

Subpart D - Occupational Health and Environmental Controls

Subpart E - Personal Protective and Life Saving Equipment

Subpart F - Fire Protection and Prevention

Subpart G - Signs, Signals, and Barricades

Subpart H - Materials Handling, Storage, Use, and Disposal

Subpart I - Tools - Hand and Power

Subpart J - Welding and Cutting

Subpart K - Electrical

Subpart L - Scaffolds

Subpart M - Fall Protection

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors

Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations

Subpart P - Excavations

Subpart V - Power Transmission and Distribution

Subpart W - Rollover Protective Structures; Overhead Protection

Subpart X - Stairways and Ladders

Subpart Z - Toxic and Hazardous Substances

Applicable MN OSHA 5205 Rules

Applicable MN OSHA 5207 Rules

Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Olivia to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for The City of Olivia are for the sole and express use by The City of Olivia and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Olivia.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Olivia should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

If SafeAssure fails to perform any of the provisions of this Service Agreement or so fails to administer the work as to endanger the performance of the Service Agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to the SafeAssure, cancel this agreement in partial or entirety.

As a "full-service client" all time spent consulting, answering questions, correspondence, and OSHA inspection assistance both on and off site are part of the Service Agreement services and are included (see also schedule within).

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
The City of Olivia

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Chainsaw/Tree Trimming

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Contractors Safety Program

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSonline database services

Ergonomics/Proper Lifting

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

Fleet Safety/Defensive Driving

- review/modify or write site specific program
- documented training of all personnel

General Safety Requirements (other as required)

- review/modify or write site specific program
- documented training of all personnel

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Powered Industrial Trucks/Forklifts

- maintain site specific program
- documented training of all personnel
- testing and licensing

Recordkeeping

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel
- Medical Questionnaire/Fit Tests

Trenching/Excavation

- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO/Lifting, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO-as required)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Service Agreement

THIS AGREEMENT is effective the first day of January 2024 between The City of Olivia, Olivia, Minnesota, herein referred to as The City of Olivia and SafeAssure Consultants, Inc. 7505 93rd AVE NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Olivia (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum of \$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Olivia will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Olivia, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless The City of Olivia, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Olivia, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** SafeAssure Consultants, Inc. agrees to provide The City of Olivia with the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions, unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Olivia.


ANNUAL SERVICE AGREEMENT	\$8,636.35
SDS SERVICES (MSDS/SDS ON-LINE)	(included)
LOCAL CLIENT DISCOUNT (10%)	-863.63

TOTAL ANNUAL \$ \$7,772.72

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Olivia Date

X _____
The City of Olivia Date

X 

President-SafeAssure 111623
Date

City of Olivia, Minnesota
Resolution 2023-117

Amending
Resolution 2023-113

2024 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



West Central Roofing Contractors, Inc.

PO Box 1292 ~ 4030 Hwy 71 NE
Willmar MN 56201

Telephone (320) 235-8748 Fax (320) 214-7334

License# RR627812

CONTRACT# 6877

PROPOSAL SUBMITTED TO: City of Olivia 405 S 10th St Olivia, MN 56277		WORK TO BE PERFORMED AT: City hall roof replacement Olivia, MN 56277	
HOME PHONE:	WORK PHONE: (320) 523-1738	ESTIMATOR: Kal Torkelson	DATE: 9/21/2023

We hereby submit specifications and estimates for:

1. Remove old metal panels
2. Remove old trim metals
3. Haul to approved site
4. Install new underlayment
5. Install new panels approved for 2/12 roof slope
6. Install all trim components
7. Install details as per specs
8. Building permit not included
9. Clean up

NOTE: Please see attached information

NOTE: Due to volatility of the roofing market, prices are subject to change without notice. Lead times and changes to deliveries are dictated by the manufacturer

WE PROPOSE hereby to furnish material and labor for the sum of:

One Hundred Seventeen Thousand Five Hundred Sixty Nine Dollars And Thirty Eight Cents dollars (**\$117,569.38**).

Payable as follows:

50% down payment is required, balance due upon completion, if down payment is not received with signed contract, we cannot guarantee material pricing and may change due to the volatile material prices

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be secured only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

CONTRACT TERMS AND CONDITIONS OF SALE:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 60 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

PROPOSAL SUBMITTED TO: City of Olivia 405 S 10th St Olivia, MN 56277		WORK TO BE PERFORMED AT: City hall roof replacement Olivia, MN 56277	
HOME PHONE:	WORK PHONE: (320) 523-1738	ESTIMATOR: Kal Torkelson	DATE: 9/21/2023

We hereby submit specifications and estimates for:

- A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

WE PROPOSE hereby to furnish material and labor for the sum of:
One Hundred Seventeen Thousand Five Hundred Sixty Nine Dollars And Thirty Eight Cents dollars (**\$117,569.38**).

Payable as follows:

50% down payment is required, balance due upon completion, if down payment is not received with signed contract, we cannot guarantee material pricing and may change due to the volatile material prices

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature



NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 60 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Olivia, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated December 4, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2024 Airfield Pavement Crack Seal and Micro Milling.

Client's Authorized Representative: Elizabeth Torkelson, City Administrator
Address: 1009 West Lincoln Avenue
Olivia, MN 56277-1250
Telephone: 320.523.2361 **email:** etorkelson@olivia.mn.us

Project Manager: Adinda Van Espen
Address: 1390 Hwy 15 South, Suite 200, PO Box 308
Hutchinson, MN 55350
Telephone: 320.428.3654 **email:** avanespen@sehinc.com

Scope: The Project Scope and Scope Services to be provided by Consultant are described in detail in Attachment A.

Schedule: We will start work upon receipt of a signed copy of this Agreement. Anticipated submittal dates are included in Attachment A.

Payment: The lump sum fee is \$28,800 including expenses and equipment. See Attachment B for a more detailed description of estimated fees and expenses.

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

By: 
Justin Black
Title: Client Service Manager

By: _____
Title: _____

x:\ko\oliva\common\airport\pm\2024 crack seal and pavement maintenance\fd & ca proposal\1. suppl ltr agreement - 2024 crack seal and micro milling.docx

**ATTACHMENT A
PROPOSAL FOR ENGINEERING SERVICES**

**2024 AIRFIELD PAVEMENT CRACK SEAL AND MICRO MILLING
OLIVIA REGIONAL AIRPORT
DECEMBER 2023**

PROJECT SCOPE:

The project consists of sealing and repairing existing cracks and joints on all airside pavements at the Olivia Regional Airport (OVL), including Runway 11/29, the parallel taxiway, as well as the apron and taxiway pavements. Performing pavement maintenance will not only maximize the useful life of the pavement but also save costs on future rehabilitation. Additionally, this project will include micro milling a small section of pavement in front of a hangar to improve existing drainage conditions. See attached **Figure 1** for a project sketch.

SCOPE OF SERVICES:

Services to be provided are described in detail below. This scope is intended to include all design, bidding, and construction administration phase services for these projects. The plans and specifications will meet all requirements of the Minnesota Department of Transportation (Office of Aeronautics).

Specific tasks to be performed by SEH are as follows:

1. **Preliminary Design**

- 1.1. *Scoping, Review and Project Coordination:* SEH will coordinate with the City of Olivia (Sponsor) to develop the appropriate scope of work and identify final repair areas. Additional work will include task definition and establishment of project goals and objectives. The scoping will include review and coordination with MnDOT, and other regulatory agencies as required.
- 1.2. *Project Formulation:* Completion of the project scoping and grant application, cost breakdowns, and pavement eligibility determination. The required categorical exclusion checklist and letter will also be submitted to the FAA for approval.

2. **Final Design:**

- 2.1. *Construction Safety Plan / Airspace Analysis:* SEH will prepare one construction safety and phasing plan for the project and submit to the FAA for airspace analysis. This plan and analysis is required to be completed in order to proceed with construction.
- 2.2. *Topographic Survey:* A field survey will be completed by SEH to obtain topographical information at the hangar location including building corners, existing pavement, existing utilities, and relevant ground elevations. Task includes data processing and review of the survey data.
- 2.3. *Final Design and Construction Plan Sheets:* SEH will design and prepare two sets of construction drawings, one for each project, showing the scope of work, priority areas, and necessary details. The drawings will consist of approximately the following plan sheets and will be signed by a Professional Engineer licensed in Minnesota:
 - Title sheet
 - Construction safety and phasing plan
 - Statement of estimated quantities
 - Details, standard plates, construction notes

3. **Quality Control Review:**

- 3.1. *Quantity Calculations and Engineer's Estimate:* SEH will calculate quantities for use in the quote packages. A final engineer's estimate using these quantities will be prepared.
- 3.2. *Quality Control Review:* Quality control review of the final project drawings, specifications, estimated quantities, and engineer's estimate.

4. Construction Quotation Package:
 - 4.1. *Crack Seal Quote Package:* A crack seal quote package project manual will be prepared that will consist of a table of contents, proposal documents, bid form, state requirements, wage rates, technical specifications, and special provisions.
 - 4.2. *Micro Milling Quote Packages:* A micro milling quote package project manual will be prepared that will consist of a table of contents, proposal documents, bid form, state requirements, wage rates, technical specifications, and special provisions.
 - 4.3. *Quoting Services:* SEH will request quotes from contractors by distributing quote packages, take questions from contractors throughout the quoting process and if needed, will clarify questions with an addendum. This task includes time for both projects.
 - 4.4. *Quote Openings:* SEH will coordinate opening of the contractor quotes virtually. This task includes time for both projects.
 - 4.5. *Quote Review and Recommendation:* After quotes are opened, SEH will review for completed quotes, develop bid tabs for comparison, and make contractor recommendations to the Sponsor to move toward award of the projects.

5. Construction Observation and Administration:
 - 5.1. *Pre-Construction Activities:* SEH will hold a pre-construction meeting for each project prior to beginning construction to outline and discuss project requirements, administration procedures, airfield pavement closure procedures and requirements, schedules, project responsibilities and communication, and other construction related information. SEH will administer the pre-construction meeting, issue notifications, and record meeting minutes.
 - 5.2. *Construction Observation/Final Inspection:* SEH will provide daily construction observation for the crack seal project and the micro milling project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. Both projects are anticipated to take three 12-hour days, each. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.
 - 5.3. *Pay Estimates:* SEH will prepare one pay estimate, for each project, upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

6. Project Management:
 - 6.1. *Overall Project Management:* Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Sponsor, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required, and construction oversight.
 - 6.2. *Project Closeout / Closeout Deliverables:* The Consultant will coordinate with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the contract documents.

Following closeout coordination with the Contractor, the Consultant will assemble and provide MnDOT Aeronautics with the applicable closeout deliverables. These include, but are not limited to, electronic project design and As Built files in both .PDF and .DWG format.

No subconsultants are anticipated to perform work under this proposal.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

December 2023	Survey
February 5, 2024	Distribution of Quote Packages
February 23, 2024	Quote Openings
March 4, 2024	Contract Award Recommendations
March 8, 2024	Submit Final Grant Request Application

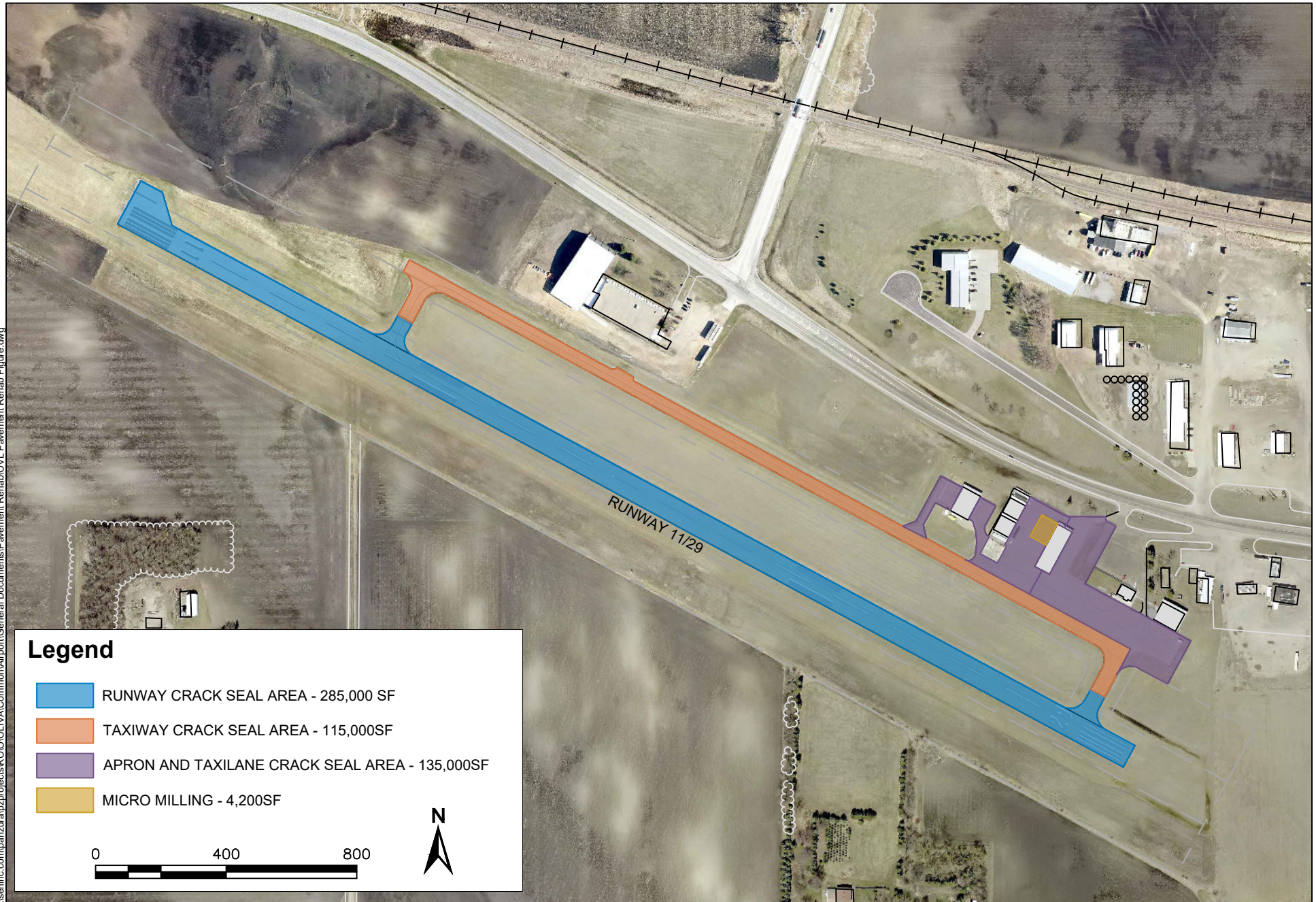


Pavement Rehabilitation Projects

Olivia Regional Airport
Olivia, Minnesota

Figure 1

Project Sketch
11/2023; OLIVIA



\\sehinc.com\panzuraj\projects\K01\OLIVA\Common\Airport\General Documents\Pavement Rehab\OVL Pavement Rehab Figure.dwg

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2024 AIRFIELD PAVEMENT CRACK SEAL AND MICROMILLING
OLIVIA REGIONAL AIRPORT
OLIVIA, MINNESOTA

Task No.	Task Description	Project Manager	Project Engineer	Resident Project Representative	Survey Crew Chief	Senior Technician	Administrative Assistant
<i>Preliminary Design</i>							
1.1	Scoping, Review and Project Coordination	2	2			2	
1.2	Project Formulation	2	2				
<i>Final Design</i>							
2.1	Construction Safety Plan / Airspace Analysis		2			4	
2.2	Topographic Survey				4	1	
2.3	<i>Final Design and Construction Plan Sheets</i>		4			10	
<i>Quality Control Review</i>							
3.1	Quantity Calculations and Engineer's Estimate		2			2	
3.2	Quality Control Reviews	2	2				1
<i>Construction Quotation Package</i>							
4.1	Crack Seal Quote Package	2	4				1
4.2	Micro Milling Quote Package	2	4				1
4.3	Quoting Services		2				
4.4	Quote Openings	2					1
4.5	Quote Reviews and Recommendations	2	2				
<i>Construction Observation and Administration</i>							
5.1	Pre-Construction Activities	4	4				
5.2	Construction Observation/Final Inspection	4		72			
5.3	Pay Estimates	2	2				
<i>Project Management</i>							
6.1	Overall Project Management	2	2				
6.2	Project Closeout / Closeout Deliverables	2	2				2
	Total hours per labor category	28	36	72	4	19	6

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	28	\$ 66.11	\$ 1,851.15
Project Engineer	36	\$ 49.54	\$ 1,783.39
Resident Project Representative	72	\$ 43.66	\$ 3,143.45
Survey Crew Chief	4	\$ 40.94	\$ 163.76
Senior Technician	19	\$ 45.99	\$ 873.81
Administrative Assistant	6	\$ 34.48	\$ 206.85
Total Direct Labor Costs:	165		\$ 8,022.41
Direct Salary Costs plus Overhead			\$ 15,082.13
Total Labor Costs			\$ 23,104.54
Fee (15%)			\$ 3,465.68

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	850	\$ 0.65	\$ 552.50
Survey Vehicle and Equipment	4	\$ 45.00	\$ 180.00
Employee Per Diem	3	\$ 140.00	\$ 420.00
Employee Auto Allowance	3	\$ 16.00	\$ 48.00
Equipment Usage	165	\$ 5.80	\$ 957.00
Reproductions / Miscellaneous	1	\$ 100.00	\$ 100.00
Total Expenses			\$ 2,257.50

SUMMARY:

Total Labor Costs + Fees + Expenses	\$ 28,827.72
Total	\$ 28,827.72
Estimated Total	\$ 28,800.00

COMPANY: 999 - Pooled Cash Fund
 ACCOUNT: 10100 Pooled Cash
 TYPE: Bank Draft, Check, EFT
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2023 THRU 11/30/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
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ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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10100	11/24/2023	BANK-DRAFT	001675	American Bank	13,854.63CR	OUTSTND	A	0/00/0000
10100	11/24/2023	BANK-DRAFT	001676	MN Department of Revenue	2,927.85CR	OUTSTND	A	0/00/0000
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COMPANY: 999 - Pooled Cash Fund
 ACCOUNT: 10100 Pooled Cash
 TYPE: Bank Draft, Check, EFT
 STATUS: All
 FOLIO: All

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COMPANY: 999 - Pooled Cash Fund
 ACCOUNT: 10100 Pooled Cash
 TYPE: Bank Draft, Check, EFT
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2023 THRU 11/30/2023
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 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
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10100	11/15/2023	CHECK	067040	Jahnke Water Inc.	57.00CR	OUTSTND	A	0/00/0000
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10100	11/15/2023	CHECK	067042	Lee's Plumbing & Heating LLC	420.00CR	OUTSTND	A	0/00/0000
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10100	11/15/2023	CHECK	067050	Northdale Construction Company	561,170.20CR	OUTSTND	A	0/00/0000
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10100	11/15/2023	CHECK	067058	Viking Coca-Cola Bottling	354.65CR	OUTSTND	A	0/00/0000
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10100	11/15/2023	CHECK	067061	West Central Comm. Inc.	611.95CR	OUTSTND	A	0/00/0000
10100	11/15/2023	CHECK	067062	Willmar Aerial Spraying, Inc.	573.04CR	OUTSTND	A	0/00/0000
10100	11/15/2023	CHECK	067063	Zeit Concrete, LLC	500.00CR	OUTSTND	A	0/00/0000
10100	11/17/2023	CHECK	067064	FM Bank	409,333.50CR	OUTSTND	A	0/00/0000
10100	11/20/2023	CHECK	067065	Artisan Beer Company	320.00CR	OUTSTND	A	0/00/0000
10100	11/20/2023	CHECK	067066	Johnson Bros-St. Paul	4,524.94CR	OUTSTND	A	0/00/0000
10100	11/20/2023	CHECK	067067	Phillips St. Paul	1,458.17CR	OUTSTND	A	0/00/0000
10100	11/20/2023	CHECK	067068	Southern Glazer's of MN	2,994.18CR	OUTSTND	A	0/00/0000
10100	11/20/2023	CHECK	067069	Wine Merchants	614.38CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067070	Amazon Capital Services, Inc.	594.41CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067071	Artisan Beer Company	200.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067072	Balderston, Neil	2,735.65CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067073	Braun Intertec Corporation	3,499.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067074	BreakThru Beverage MN Wine & S	9,162.68CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067075	Carlos Creek Winery	1,200.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067076	Carlson's Collision & Glass, I	271.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067077	CenturyLink Business Service	283.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067078	Cintas Corporation	179.62CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067079	Core & Main, LP	134.44CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067080	Ed's Svc Centr/Sales Inc.	385.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067081	Farwest Line Specialties, LLC	569.19CR	OUTSTND	A	0/00/0000

COMPANY: 999 - Pooled Cash Fund
 ACCOUNT: 10100 Pooled Cash
 TYPE: Bank Draft, Check, EFT
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2023 THRU 11/30/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
10100	11/29/2023	CHECK	067082	Ferguson Waterworks, Inc.	1,795.02CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067083	Hawkins Inc.	80.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067084	Hubin Publishing Inc.	77.90CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067085	J Berg Sales & Service Inc.	66.76CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067086	Johnson Bros-St. Paul	7,311.36CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067087	JT Services	31,464.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067088	Kennedy & Graven, Chartered	12,462.30CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067089	Marco Inc.	223.17CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067090	Marco, Inc.	3,028.21CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067091	Midway Farm Equipment, INC.	6,900.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067092	MN Dept of Health	2,646.27CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067093	MN State Fire Chiefs Associati	220.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067094	Motorola	5,543.28CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067095	Olivia Hospital & Clinic	100.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067096	Olivia Pet Clinic	220.41CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067097	Phillips St. Paul	9,473.87CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067098	Ren Co Recorder's Office	46.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067099	Short Elliot Hendrickson Inc.	62,843.87CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067100	Southern Glazer's of MN	5,394.49CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067101	Stanley Acces Tech LLC	1,319.75CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067102	Two-Way Communications, Inc.	401.66CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067103	US Postal Service	4.68CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067104	USA Blue Book	1,705.79CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067105	Valley Elec of Olivia Inc	1,419.28CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067106	Vision Systems & Cons Inc	59.95CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067107	WESCO Distribution Inc.	683.55CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067108	West Central Comm. Inc.	510.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067109	Wine Merchants	1,590.49CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067110	Zeitz Concrete, LLC	500.00CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067111	Blue Cross Blue Shield of Minn	24.25CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067112	Law Enforcement Labor Services	202.50CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067113	Madison National Life Ins Co,	773.91CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067114	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067115	MN Life Insurance Company	217.70CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067116	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067117	MN PEIP	23,543.95CR	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067118	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067119	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	11/29/2023	CHECK	067120	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	11/30/2023	CHECK	067121	US Postal Service	808.92CR	OUTSTND	A	0/00/0000

EFT:								
10100	11/02/2023	EFT	000705	CenturyLink	1,040.99CR	OUTSTND	A	0/00/0000
10100	11/09/2023	EFT	000706	MN Municipal Power Agency	93,556.46CR	OUTSTND	A	0/00/0000

COMPANY: 999 - Pooled Cash Fund
 ACCOUNT: 10100 Pooled Cash
 TYPE: Bank Draft, Check, EFT
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2023 THRU 11/30/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
EFT:								
10100	11/09/2023	EFT	000707	TOW Dist Corp	6,165.31CR	OUTSTND	A	0/00/0000
10100	11/09/2023	EFT	000708	Dahlheimer Beverage LLC	11,443.88CR	OUTSTND	A	0/00/0000
10100	11/16/2023	EFT	000709	Gopher State One-Call	36.45CR	OUTSTND	A	0/00/0000
10100	11/16/2023	EFT	000710	Department of Energy	45,039.77CR	OUTSTND	A	0/00/0000
10100	11/16/2023	EFT	000711	American Public Power Associat	1,159.98CR	OUTSTND	A	0/00/0000
10100	11/30/2023	EFT	000712	Bellboy Corporation	4,710.40CR	OUTSTND	A	0/00/0000
10100	11/30/2023	EFT	000713	Power System Eng., Inc.	105.00CR	OUTSTND	A	0/00/0000
10100	11/30/2023	EFT	000714	CenturyLink	1,170.65CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 10100

CHECK	TOTAL:	1,500,977.74CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	164,428.89CR
BANK-DRAFT	TOTAL:	162,364.47CR

TOTALS FOR Pooled Cash Fund

CHECK	TOTAL:	1,500,977.74CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	164,428.89CR
BANK-DRAFT	TOTAL:	162,364.47CR

Contractor's Application for Payment

Owner: <u>City of Olivia, Minnesota</u>	Owner's Project No.: _____
Engineer: <u>Short Elliott Hendrickson Inc.</u>	Engineer's Project No.: <u>OLIVA 156939</u>
Contractor: <u>Hjerpe Contracting, Inc.</u>	Contractor's Project No.: _____
Project: <u>DePue Avenue Improvement Project</u>	
Contract: <u>DePue Avenue Improvement Project</u>	
Application No.: <u>10</u>	Application Date: <u>11/1/2023</u>
Application Period: From <u>9/23/2023</u> to <u>11/1/2023</u>	

1. Original Contract Price	\$ 8,334,066.98
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 8,334,066.98
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,826,827.65
5. Retainage	
a. <u>5%</u> X <u>\$ 7,826,827.65</u> Work Completed	\$ 391,341.38
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 391,341.38
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,435,486.27
7. Less previous payments (Line 6 from prior application)	\$ 7,098,444.14
8. Amount due this application	\$ 337,042.13
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 507,239.33

Contractor's Certification


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

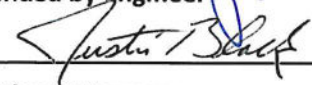
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Hjerpe Contracting, Inc.

Signature:  **Date:** 11/30/23

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Prjoect Manager</u>	Title: _____
Date: <u>11/1/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 10 Application Period: From 09/23/23 to 11/01/23 Application Date: 11/01/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
STREET, CURB AND GUTTER, DRAINAGE PIPE, DRIVEWAYS											
2021.501	MOBILIZATION	1.00	LUMP SUM	200,000.00	200,000.00	1.00	200,000.00		200,000.00	100%	-
2101.524	CLEARING (15" TREE OR SMALLER)	19.00	TREE	250.00	4,750.00	11.00	2,750.00		2,750.00	58%	2,000.00
2101.524	CLEARING (16" TREE OR GREATER)	18.00	TREE	450.00	8,100.00	44.04	19,818.00		19,818.00	245%	(11,718.00)
2101.524	GRUBBING (15" TREE OR SMALLER)	19.00	TREE	115.00	2,185.00	10.00	1,150.00		1,150.00	53%	1,035.00
2101.524	GRUBBING (16" TREE OR GREATER)	18.00	TREE	175.00	3,150.00	25.00	4,375.00		4,375.00	139%	(1,225.00)
2104.502	SALVAGE SIGN	43.00	EACH	50.00	2,150.00	43.00	2,150.00		2,150.00	100%	-
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	1,506.00	LIN FT	5.00	7,530.00	1,206.00	6,030.00		6,030.00	80%	1,500.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1,774.00	LIN FT	2.00	3,548.00	1,797.00	3,594.00		3,594.00	101%	(46.00)
2104.503	REMOVE CONCRETE CURB AND GUTTER	13,124.00	LIN FT	3.00	39,372.00	13,235.00	39,705.00		39,705.00	101%	(333.00)
2104.503	REMOVE PIPE DRAIN (DRAIN TILE)	300.00	LIN FT	3.00	900.00	-	-		-	0%	900.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,390.00	SQ YD	10.00	13,900.00	1,394.38	13,943.80		13,943.80	100%	(43.80)
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	500.00	SQ YD	5.35	2,675.00	249.30	1,333.76		1,333.76	50%	1,341.24
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	35,770.00	SQ YD	3.10	110,887.00	35,606.70	110,380.77		110,380.77	100%	506.23
2104.518	REMOVE CONCRETE WALK	6,035.00	SQ YD	8.45	50,995.75	6,096.61	51,516.35		51,516.35	101%	(520.60)
2104.618	SALVAGE BRICK PAVERS (RESIDENTIAL)	350.00	SQ FT	5.00	1,750.00	598.50	2,992.50		2,992.50	171%	(1,242.50)
2104.618	REMOVE BRICK PAVERS (COMMERCIAL)	1,915.00	SQ FT	5.00	9,575.00	2,200.00	11,000.00		11,000.00	115%	(1,425.00)
2106.507	EXCAVATION-COMMON (EV) (P)	32,296.00	CU YD	20.50	662,068.00	32,428.20	664,778.10		664,778.10	100%	(2,710.10)
2106.507	EXCAVATION -SUBGRADE (EV)	1,570.00	CU YD	5.00	7,850.00	-	-		-	0%	7,850.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	23,350.00	CU YD	26.00	607,100.00	23,484.30	610,591.80		610,591.80	101%	(3,491.80)
2106.607	AGGREGATE (GRANULAR) BACKFILL (CV)	1,570.00	CU YD	5.00	7,850.00	1,602.30	8,011.50		8,011.50	102%	(161.50)
2108.504	GEOTEXTILE FABRIC, TYPE 5 (NON-WOVEN)	36,000.00	SQ YD	2.35	84,600.00	36,000.70	84,601.65		84,601.65	100%	(1.65)
2108.604	TRIAxIAL GEOGRID	11,200.00	SQ YD	6.00	67,200.00	11,973.20	71,839.20		71,839.20	107%	(4,639.20)
2112.519	SUBGRADE PREPARATION	67.50	ROAD STA	1,025.00	69,187.50	67.50	69,187.50		69,187.50	100%	-
2118.509	AGGREGATE SURFACING, CLASS 5 (TEMPORARY)	240.00	TON	28.00	6,720.00	146.00	4,088.00		4,088.00	61%	2,632.00
2118.509	AGGREGATE SURFACING, CLASS 5 (DRIVEWAYS, 100% CRUSHED)	260.00	TON	40.00	10,400.00	194.67	7,786.80		7,786.80	75%	2,613.20
2123.510	INVESTIGATIVE EXPLORATION	40.00	HOUR	250.00	10,000.00	25.50	6,375.00		6,375.00	64%	3,625.00
2123.610	STREET SWEEPER (WITH BROOM PICKUP)	50.00	HOUR	120.00	6,000.00	50.00	6,000.00		6,000.00	100%	-
2130.523	WATER (FOR DUST CONTROL)	100.00	M GALLON	65.00	6,500.00	100.00	6,500.00		6,500.00	100%	-
2130.523	WATER (FOR TURF ESTABLISHMENT)	120.00	M GALLON	55.00	6,600.00	60.00	3,300.00		3,300.00	50%	3,300.00
2211.507	AGGREGATE BASE, CLASS 5 (CV) (P)	8,005.00	CU YD	58.00	464,290.00	8,528.40	494,647.20		494,647.20	107%	(30,357.20)
2331.603	JOINT ADHESIVE (MASTIC)	13,530.00	LIN FT	0.70	9,471.00	-	-		-	0%	9,471.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT (CSS-1H)	2,180.00	GALLON	4.00	8,720.00	-	-		-	0%	8,720.00
2360.504	TYPE SP 12.5 WEARING COURSE MIX (2,B) (SPWEB240B) 3" THICK W/6" AGGREGATE BASE (RESIDENTIAL DRIVEWAYS)	205.00	SQ YD	38.00	7,790.00	48.30	1,835.40		1,835.40	24%	5,954.60
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C) (SPWEA240C)	3,070.00	TON	114.00	349,980.00	123.72	14,104.08		14,104.08	4%	335,875.92
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (2,C) (SPNWB230C)	6,440.00	TON	112.00	721,280.00	5,882.93	658,888.16		658,888.16	91%	62,391.84
2502.503	4" PERF PIPE DRAIN	13,265.00	LIN FT	9.00	119,385.00	13,477.00	121,293.00		121,293.00	102%	(1,908.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Olivia, Minnesota
 Engineer: Short Elliott Hendrickson Inc.
 Contractor: Hjerpe Contracting, Inc.
 Project: DePue Avenue Improvement Project
 Contract: DePue Avenue Improvement Project

Owner's Project No.:
 Engineer's Project No.: OLIVA 156939
 Contractor's Project No.:

Application No.: 10 Application Period: From 09/23/23 to 11/01/23 Application Date: 11/01/23

A Bid Item No.	B Description	C Contract Information				D Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	D Estimated Quantity Incorporated in the Work	E Value of Work Completed to Date (E X G) (\$)				
2502.602	4" PIPE DRAIN CLEANOUT	42.00	EACH	400.00	16,800.00	40.00	16,000.00	16,000.00	95%	800.00	
2502.602	SUMP PUMP DRAIN LINE SERVICE	85.00	EACH	600.00	51,000.00	87.00	52,200.00	52,200.00	102%	(1,200.00)	
2506.602	CASTING ASSEMBLY SPECIAL #1	16.00	EACH	200.00	3,200.00	14.00	2,800.00	2,800.00	88%	400.00	
2506.602	CASTING ASSEMBLY SPECIAL #2	15.00	EACH	300.00	4,500.00	10.00	3,000.00	3,000.00	67%	1,500.00	
2521.518	4" CONCRETE WALK W/4" AGGREGATE BASE	44,500.00	SQ FT	6.30	280,350.00	44,359.50	279,464.85	279,464.85	100%	885.15	
2521.518	6" CONCRETE WALK W/4" AGGREGATE BASE (PEDESTRIAN RAMP)	4,800.00	SQ FT	11.15	53,520.00	4,412.50	49,199.38	49,199.38	92%	4,320.62	
2531.503	CONCRETE CURB & GUTTER, DESIGN B618	13,600.00	LIN FT	18.00	244,800.00	13,658.60	245,854.80	245,854.80	100%	(1,054.80)	
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 6" AGGREGATE BASE (RESIDENTIAL)	1,180.00	SQ YD	83.00	97,940.00	2,244.69	186,309.27	186,309.27	190%	(88,369.27)	
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 12" AGGREGATE BASE (COMMERCIAL)	1,100.00	SQ YD	89.65	98,615.00	-	-	-	0%	98,615.00	
2531.603	CONCRETE CURB DESIGN V	80.00	LIN FT	35.00	2,800.00	91.00	3,185.00	3,185.00	114%	(385.00)	
2531.618	TRUNCATED DOMES	590.00	SQ FT	55.00	32,450.00	665.00	36,575.00	36,575.00	113%	(4,125.00)	
2540.602	INSTALL HISTORIC PLAQUE	4.00	EACH	200.00	800.00	4.00	800.00	800.00	100%	-	
2540.602	MAILBOX SUPPORT	3.00	EACH	300.00	900.00	-	-	-	0%	900.00	
2540.602	RELOCATE MAILBOX SUPPORT	3.00	EACH	200.00	600.00	3.00	600.00	600.00	100%	-	
2540.618	INSTALL SALVAGED BRICK PAVERS (RESIDENTIAL)	348.00	SQ FT	20.00	6,960.00	396.00	7,920.00	7,920.00	114%	(960.00)	
2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	44,000.00	44,000.00	1.00	44,000.00	44,000.00	100%	-	
2563.601	ALTERNATE PEDESTRIAN ROUTE	1.00	LUMP SUM	8,150.00	8,150.00	1.00	8,150.00	8,150.00	100%	-	
2564.518	SIGN PANEL TYPE C	205.10	SQ FT	70.00	14,357.00	-	-	-	0%	14,357.00	
2564.518	SIGN PANEL TYPE SPECIAL	126.00	SQ FT	70.00	8,820.00	-	-	-	0%	8,820.00	
2572.510	PRUNE TREES	10.00	HOURL	160.00	1,600.00	13.50	2,160.00	2,160.00	135%	(560.00)	
2573.501	STABILIZED CONSTRUCTION EXIT	6.00	EACH	700.00	4,200.00	1.00	700.00	700.00	17%	3,500.00	
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	3,000.00	LIN FT	2.90	8,700.00	-	-	-	0%	8,700.00	
2574.507	COMMON TOPSOIL BORROW	2,050.00	CU YD	27.00	55,350.00	3,191.00	86,157.00	86,157.00	156%	(30,807.00)	
2575.504	TURF ESTABLISHMENT - TEMPORARY	18,400.00	SQ YD	0.60	11,040.00	6,554.40	3,932.64	3,932.64	36%	7,107.36	
2575.504	TURF ESTABLISHMENT - PERMANENT	18,400.00	SQ YD	1.35	24,840.00	20,066.55	27,089.84	27,089.84	109%	(2,249.84)	
2582.503	4" SOLID LINE PAINT	1,891.00	LIN FT	3.00	5,673.00	-	-	-	0%	5,673.00	
2582.503	12" SOLID LINE PAINT	2,281.00	LIN FT	4.10	9,352.10	-	-	-	0%	9,352.10	
	Street, Curb and Gutter, Drainage Pipe, Driveways Subtotal				4,785,776.35		4,360,664.35	-	4,360,664.35	91%	425,112.00
STORM SEWER											
2104.502	REMOVE DRAINAGE STRUCTURE	53.00	EACH	385.00	20,405.00	58.00	22,330.00	22,330.00	109%	(1,925.00)	
2104.503	REMOVE PIPE SEWER (STORM)	3,840.00	LIN FT	10.00	38,400.00	3,840.00	38,400.00	38,400.00	100%	-	
2503.601	STORM SEWER BYPASS	1.00	LUMP SUM	2,500.00	2,500.00	1.00	2,500.00	2,500.00	100%	-	
2451.609	CRUSHED ROCK (STORM PIPE FOUNDATION) MNDOT 3149.2H	1,000.00	TON	0.01	10.00	1,000.00	10.00	10.00	100%	-	
2503.503	6" STORM PIPE SEWER	108.00	LIN FT	58.00	6,264.00	177.00	10,266.00	10,266.00	164%	(4,002.00)	
2503.503	8" STORM PIPE SEWER	158.00	LIN FT	70.00	11,060.00	123.00	8,610.00	8,610.00	78%	2,450.00	
2503.503	12" STORM PIPE SEWER	1,965.00	LIN FT	80.00	157,200.00	1,877.00	150,160.00	150,160.00	96%	7,040.00	
2503.503	15" STORM PIPE SEWER	1,207.00	LIN FT	90.00	108,630.00	1,195.00	107,550.00	107,550.00	99%	1,080.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 10 **Application Period:** From 09/23/23 to 11/01/23 **Application Date:** 11/01/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
2503.503	18" STORM PIPE SEWER	292.00	LIN FT	97.00	28,324.00	309.00	29,973.00		29,973.00	106%	(1,649.00)
2503.503	24" STORM PIPE SEWER	463.00	LIN FT	120.00	55,560.00	466.00	55,920.00		55,920.00	101%	(360.00)
2503.503	54" STORM PIPE SEWER	112.00	LIN FT	500.00	56,000.00	104.00	52,000.00		52,000.00	93%	4,000.00
2503.503	73" ARCH STORM PIPE SEWER	95.00	LIN FT	670.00	63,650.00	99.00	66,330.00		66,330.00	104%	(2,680.00)
2503.602	CONNECT TO EXISTING STORM SEWER #1	11.00	EACH	2,150.00	23,650.00	22.00	47,300.00		47,300.00	200%	(23,650.00)
2503.602	CONNECT TO EXISTING STORM SEWER #2	6.00	EACH	3,100.00	18,600.00	5.00	15,500.00		15,500.00	83%	3,100.00
2503.602	CONNECT TO EXISTING STORM SEWER #3	2.00	EACH	3,300.00	6,600.00	-	-		-	0%	6,600.00
2503.602	CONNECT TO EXISTING STORM SEWER #4	2.00	EACH	3,700.00	7,400.00	2.00	7,400.00		7,400.00	100%	-
2503.602	CONNECT TO EXISTING STORM SEWER #5	3.00	EACH	2,575.00	7,725.00	4.00	10,300.00		10,300.00	133%	(2,575.00)
2503.602	CONSTRUCT BULKHEAD (STORM)	20.00	EACH	480.00	9,600.00	11.00	5,280.00		5,280.00	55%	4,320.00
2506.502	CASTING ASSEMBLY (STORM)	74.00	EACH	925.00	68,450.00	74.00	68,450.00		68,450.00	100%	-
2506.502	ADJUST FRAME & RING CASTING	3.00	EACH	1,155.00	3,465.00	-	-		-	0%	3,465.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE - 12" INLINE DRAIN W/GRATE	2.00	EACH	1,200.00	2,400.00	2.00	2,400.00		2,400.00	100%	-
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	244.60	LIN FT	760.00	185,896.00	192.60	146,376.00		146,376.00	79%	39,520.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	18.50	LIN FT	900.00	16,650.00	9.10	8,190.00		8,190.00	49%	8,460.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 108-4020	20.50	LIN FT	3,110.00	63,755.00	19.00	59,090.00		59,090.00	93%	4,665.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN TYPE 2	129.70	LIN FT	790.00	102,463.00	92.82	73,327.80		73,327.80	72%	29,135.20
2573.502	STORM DRAIN INLET PROTECTION	118.00	EACH	125.00	14,750.00	118.00	14,750.00		14,750.00	100%	-
	VALUE OF MATERIAL STORED		LUMP SUM								
	Storm Sewer Subtotal				1,079,407.00		1,002,412.80	0.00	1,002,412.80	93%	76,994.20
SANITARY SEWER											
2104.502	REMOVE MANHOLE (SANITARY)	17.00	EACH	385.00	6,545.00	17.00	6,545.00		6,545.00	100%	-
2104.602	REMOVE SEPTIC TANK	1.00	EACH	900.00	900.00	-	-		-	0%	900.00
2104.503	REMOVE PIPE (SANITARY, MAIN)	5,643.00	LIN FT	0.01	56.43	4,580.00	45.80		45.80	81%	10.63
2451.609	CRUSHED ROCK (SANITARY PIPE FOUNDATION) MNDOT 3149.2H	120.00	CU YD	0.01	1.20	120.00	1.20		1.20	100%	-
2502.602	CONNECT TO EXISTING SANITARY SEWER	14.00	EACH	3,000.00	42,000.00	15.00	45,000.00		45,000.00	107%	(3,000.00)
2503.601	SANITARY SEWER BYPASS	1.00	LUMP SUM	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
2503.602	8" X 4" WYE	65.00	EACH	1,500.00	97,500.00	64.00	96,000.00		96,000.00	98%	1,500.00
2503.602	10" X 4" WYE	15.00	EACH	1,700.00	25,500.00	17.00	28,900.00		28,900.00	113%	(3,400.00)
2503.602	VIDEO INSPECTION SEWER SERVICES (PRELIMINARY)	80.00	EACH	120.00	9,600.00	-	-		-	0%	9,600.00
2503.602	VIDEO INSPECTION SEWER SERVICES (POST INSTALLATION)	80.00	EACH	120.00	9,600.00	79.00	9,480.00		9,480.00	99%	120.00
2503.603	VIDEO INSPECTION MAINLINE (POST INSTALLATION)	5,690.00	LIN FT	1.50	8,535.00	5,549.00	8,323.50		8,323.50	98%	211.50
2506.602	4" SANITARY SEWER CLEANOUT	80.00	EACH	750.00	60,000.00	81.00	60,750.00		60,750.00	101%	(750.00)
2503.603	4" SANITARY SEWER SERVICE PIPE	3,020.00	LIN FT	42.00	126,840.00	3,064.00	128,688.00		128,688.00	101%	(1,848.00)
2503.603	8" SANITARY SEWER (REGARDLESS OF DEPTH)	4,552.00	LIN FT	85.00	386,920.00	4,626.00	393,210.00		393,210.00	102%	(6,290.00)
2503.603	10" SANITARY SEWER (REGARDLESS OF DEPTH)	1,138.00	LIN FT	120.00	136,560.00	1,130.00	135,600.00		135,600.00	99%	960.00
2504.604	4" POLYSTYRENE INSULATION	200.00	SQ YD	30.00	6,000.00	109.20	3,276.00		3,276.00	55%	2,724.00
2506.603	CONSTRUCT 8" INSIDE DROP	10.00	LIN FT	700.00	7,000.00	4.40	3,080.00		3,080.00	44%	3,920.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Olivia, Minnesota
 Engineer: Short Elliott Hendrickson Inc.
 Contractor: Hjerpe Contracting, Inc.
 Project: DePue Avenue Improvement Project
 Contract: DePue Avenue Improvement Project

Owner's Project No.: _____
 Engineer's Project No.: OLIVA 156939
 Contractor's Project No.: _____

Application No.: 10 Application Period: From 09/23/23 to 11/01/23 Application Date: 11/01/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
2506.502	CASTING ASSEMBLY (SANITARY W/ CONCEALED PICK HOLES)	19.00	EACH	1,700.00	32,300.00	19.00	32,300.00		32,300.00	100%	-
2506.602	INTERNAL MANHOLE SEAL (SANITARY)	19.00	EACH	400.00	7,600.00	19.00	7,600.00		7,600.00	100%	-
2506.603	CONSTRUCT SANITARY MANHOLE DESIGN 4007	193.40	LIN FT	600.00	116,040.00	184.47	110,682.00		110,682.00	95%	5,358.00
	VALUE OF MATERIAL STORED		LUMP SUM					-	-		
	Sanitary Sewer Subtotal				1,084,497.63		1,074,481.50	-	1,074,481.50	99%	10,016.13
WATER MAIN											
2104.502	REMOVE GATE VALVE	50.00	EACH	150.00	7,500.00	46.00	6,900.00		6,900.00	92%	600.00
2140.502	SALVAGE HYDRANT	12.00	EACH	850.00	10,200.00	12.00	10,200.00		10,200.00	100%	-
2104.503	REMOVE WATER MAIN	5,900.00	LIN FT	1.00	5,900.00	3,100.00	3,100.00		3,100.00	53%	2,800.00
2504.601	TEMPORARY WATER	1.00	LUMP SUM	30,000.00	30,000.00	1.00	30,000.00		30,000.00	100%	-
2504.602	CONNECT TO EXISTING WATER MAIN	21.00	EACH	3,500.00	73,500.00	19.00	66,500.00		66,500.00	90%	7,000.00
2504.602	HYDRANT (WATEROUS WB67-250)	14.00	EACH	8,000.00	112,000.00	14.00	112,000.00		112,000.00	100%	-
2504.602	4" GATE VALVE AND BOX	2.00	EACH	3,200.00	6,400.00	1.00	3,200.00		3,200.00	50%	3,200.00
2504.602	6" GATE VALVE AND BOX	36.00	EACH	3,700.00	133,200.00	30.00	111,000.00		111,000.00	83%	22,200.00
2504.602	8" GATE VALVE AND BOX	22.00	EACH	4,600.00	101,200.00	28.00	128,800.00		128,800.00	127%	(27,600.00)
2504.602	1" CORPORATION STOP W/ SADDLE	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CORPORATION STOP W/ SADDLE	2.00	EACH	1,500.00	3,000.00	2.00	3,000.00		3,000.00	100%	-
2504.602	2" CORPORATION STOP W/ SADDLE	1.00	EACH	1,850.00	1,850.00	1.00	1,850.00		1,850.00	100%	-
2504.602	1" CURB STOP AND BOX	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CURB STOP AND BOX	2.00	EACH	1,850.00	3,700.00	2.00	3,700.00		3,700.00	100%	-
2504.602	2" CURB STOP AND BOX	1.00	EACH	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
2504.602	LOWER WATER MAIN	9.00	EACH	7,000.00	63,000.00	9.00	63,000.00		63,000.00	100%	-
2504.602	12" HYDRANT EXTENSION	14.00	EACH	850.00	11,900.00	3.00	2,550.00		2,550.00	21%	9,350.00
2504.603	1" SERVICE PIPE W/ TRACER WIRE	2,968.00	LIN FT	21.00	62,328.00	2,999.00	62,979.00		62,979.00	101%	(651.00)
2504.603	1.5" SERVICE PIPE W/ TRACER WIRE	54.00	LIN FT	26.00	1,404.00	72.00	1,872.00		1,872.00	133%	(468.00)
2504.603	2" SERVICE PIPE W/ TRACER WIRE	30.00	LIN FT	32.00	960.00	26.00	832.00		832.00	87%	128.00
2504.603	6" WATER MAIN W/TRACER WIRE (HYDRANT, MAIN, SERVICE)	3,435.00	LIN FT	60.00	206,100.00	3,121.50	187,290.00		187,290.00	91%	18,810.00
2504.603	8" WATER MAIN W/TRACER WIRE	3,472.00	LIN FT	77.00	267,344.00	4,104.00	316,008.00		316,008.00	118%	(48,664.00)
2504.603	TRACER WIRE BOX	20.00	EACH	285.00	5,700.00	20.00	5,700.00		5,700.00	100%	-
2504.608	WATER MAIN FITTINGS	3,300.00	POUND	19.00	62,700.00	3,252.00	61,788.00		61,788.00	99%	912.00
	VALUE OF MATERIAL STORED		LUMP SUM					-	-		
	Water Main Subtotal				1,384,386.00		1,389,269.00	0.00	1,389,269.00	100%	(4,883.00)
					-		-		-		-
					-		-		-		-
					-		-		-		-
Original Contract Totals					\$ 8,334,066.98		\$ 7,826,827.65	\$ -	\$ 7,826,827.65	94%	\$ 507,239.33

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Olivia, Minnesota
 Engineer: Short Elliott Hendrickson Inc.
 Contractor: Hjerpe Contracting, Inc.
 Project: DePue Avenue Improvement Project
 Contract: DePue Avenue Improvement Project

Owner's Project No.: _____
 Engineer's Project No.: OLIVA 156939
 Contractor's Project No.: _____

Application No.: 10 Application Period: From 09/23/23 to 11/01/23 Application Date: 11/01/23

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
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					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -	
Original Contract and Change Orders												
					Project Totals	\$ 8,334,066.98		\$ 7,826,827.65	\$ -	\$ 7,826,827.65	94%	\$ 507,239.33

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 10 Application Period: From 09/23/23 to 11/01/23 Application Date: 11/01/23

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	GHI Materials Stored			JKL Incorporated in Work			M Materials Remaining in Storage (I-L) (\$)
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	
2108.504	15559430-00		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	32,570.16		32,570.16	32,570.16		32,570.16	-
2108.504	15559430-01		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	12,280.63		12,280.63	12,280.63		12,280.63	-
2018.604	15559430-01		TRIAXIAL GEOGRID		1	56,686.50		56,686.50	56,686.50		56,686.50	-
	R455692		Sewer & water materials		1	294,604.95		294,604.95	294,604.95		294,604.95	-
	CC7262		Castings & structure materials		1	53,850.04		53,850.04	53,850.04		53,850.04	-
2506.603	1803120		Sanitary Manhole Design 4007		3	11,755.35		11,755.35	11,755.35		11,755.35	-
	1803127		Sanitary and Storm Structure materials		3	12,449.28		12,449.28	12,449.28		12,449.28	-
2503.503	1803502		24" Storm Pipe Sewer		3	8,148.15		8,148.15	8,148.15		8,148.15	-
2506.603	1804092		Sanitary Manhole Design 4007		3	16,282.44		16,282.44	16,282.44		16,282.44	-
2506.603	1804093		Sanitary Manhole Design 4007		3	13,228.75		13,228.75	13,228.75		13,228.75	-
	1804094		Sanitary and Storm Structure materials		3	13,548.17		13,548.17	13,548.17		13,548.17	-
	1804096		Storm Structure Materials		3	10,947.27		10,947.27	10,947.27		10,947.27	-
	1804255		Storm Structure Materials		3	15,072.10		15,072.10	15,072.10		15,072.10	-
	1804256		Storm Structure Materials		3	11,815.82		11,815.82	11,815.82		11,815.82	-
	1804268		Storm Structure Materials		3	14,435.92		14,435.92	14,435.92		14,435.92	-
	1804477		Sanitary and Storm Structure materials		3	12,280.25		12,280.25	12,280.25		12,280.25	-
	1804534		Storm Structure Materials		3	11,602.49		11,602.49	11,602.49		11,602.49	-
	1804588		Storm Structure Materials		3	11,957.93		11,957.93	11,957.93		11,957.93	-
	1803934		Credit / Restock Fee		3	(1,642.70)		(1,642.70)	(1,642.70)		(1,642.70)	-
	R458351		Water Main Materials		4	172,075.38		172,075.38	172,075.38		172,075.38	-
Totals						\$ 783,948.88	\$ -	\$ 783,948.88	\$ 783,948.88	\$ -	\$ 783,948.88	\$ -

Contractor's Application for Payment

Owner: <u>City of Olivia, Minnesota</u>	Owner's Project No.: _____
Engineer: <u>Short Elliott Hendrickson Inc.</u>	Engineer's Project No.: <u>OLIVA 156939</u>
Contractor: <u>Hjerpe Contracting, Inc.</u>	Contractor's Project No.: _____
Project: <u>DePue Avenue Improvement Project</u>	
Contract: <u>DePue Avenue Improvement Project</u>	
Application No.: <u>11</u>	Application Date: <u>11/28/2023</u>
Application Period: From <u>11/2/2023</u> to <u>11/28/2023</u>	

1. Original Contract Price	\$	8,334,066.98
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	8,334,066.98
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	7,849,563.65
5. Retainage		
a. <u>5%</u> X <u>\$ 7,849,563.65</u> Work Completed	\$	392,478.18
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	392,478.18
6. Amount eligible to date (Line 4 - Line 5.c)	\$	7,457,085.47
7. Less previous payments (Line 6 from prior application)	\$	7,435,486.27
8. Amount due this application	\$	21,599.20
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	484,503.33

Contractor's Certification


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

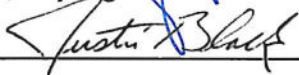
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Hjerpe Contracting, Inc.

Signature:  **Date:** 11/30/23

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Prjoect Manager</u>	Title: _____
Date: <u>11/28/2023</u>	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 11 Application Period: From 11/02/23 to 11/28/23 Application Date: 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
STREET, CURB AND GUTTER, DRAINAGE PIPE, DRIVEWAYS											
2021.501	MOBILIZATION	1.00	LUMP SUM	200,000.00	200,000.00	1.00	200,000.00		200,000.00	100%	-
2101.524	CLEARING (15" TREE OR SMALLER)	19.00	TREE	250.00	4,750.00	11.00	2,750.00		2,750.00	58%	2,000.00
2101.524	CLEARING (16" TREE OR GREATER)	18.00	TREE	450.00	8,100.00	44.04	19,818.00		19,818.00	245%	(11,718.00)
2101.524	GRUBBING (15" TREE OR SMALLER)	19.00	TREE	115.00	2,185.00	10.00	1,150.00		1,150.00	53%	1,035.00
2101.524	GRUBBING (16" TREE OR GREATER)	18.00	TREE	175.00	3,150.00	25.00	4,375.00		4,375.00	139%	(1,225.00)
2104.502	SALVAGE SIGN	43.00	EACH	50.00	2,150.00	43.00	2,150.00		2,150.00	100%	-
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	1,506.00	LIN FT	5.00	7,530.00	1,206.00	6,030.00		6,030.00	80%	1,500.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1,774.00	LIN FT	2.00	3,548.00	1,797.00	3,594.00		3,594.00	101%	(46.00)
2104.503	REMOVE CONCRETE CURB AND GUTTER	13,124.00	LIN FT	3.00	39,372.00	13,235.00	39,705.00		39,705.00	101%	(333.00)
2104.503	REMOVE PIPE DRAIN (DRAIN TILE)	300.00	LIN FT	3.00	900.00	-	-		-	0%	900.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,390.00	SQ YD	10.00	13,900.00	1,394.38	13,943.80		13,943.80	100%	(43.80)
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	500.00	SQ YD	5.35	2,675.00	249.30	1,333.76		1,333.76	50%	1,341.24
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	35,770.00	SQ YD	3.10	110,887.00	35,606.70	110,380.77		110,380.77	100%	506.23
2104.518	REMOVE CONCRETE WALK	6,035.00	SQ YD	8.45	50,995.75	6,096.61	51,516.35		51,516.35	101%	(520.60)
2104.618	SALVAGE BRICK PAVERS (RESIDENTIAL)	350.00	SQ FT	5.00	1,750.00	598.50	2,992.50		2,992.50	171%	(1,242.50)
2104.618	REMOVE BRICK PAVERS (COMMERCIAL)	1,915.00	SQ FT	5.00	9,575.00	2,200.00	11,000.00		11,000.00	115%	(1,425.00)
2106.507	EXCAVATION-COMMON (EV) (P)	32,296.00	CU YD	20.50	662,068.00	32,428.20	664,778.10		664,778.10	100%	(2,710.10)
2106.507	EXCAVATION -SUBGRADE (EV)	1,570.00	CU YD	5.00	7,850.00	-	-		-	0%	7,850.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	23,350.00	CU YD	26.00	607,100.00	23,484.30	610,591.80		610,591.80	101%	(3,491.80)
2106.607	AGGREGATE (GRANULAR) BACKFILL (CV)	1,570.00	CU YD	5.00	7,850.00	1,602.30	8,011.50		8,011.50	102%	(161.50)
2108.504	GEOTEXTILE FABRIC, TYPE 5 (NON-WOVEN)	36,000.00	SQ YD	2.35	84,600.00	36,000.70	84,601.65		84,601.65	100%	(1.65)
2108.604	TRIAXIAL GEOGRID	11,200.00	SQ YD	6.00	67,200.00	11,973.20	71,839.20		71,839.20	107%	(4,639.20)
2112.519	SUBGRADE PREPARATION	67.50	ROAD STA	1,025.00	69,187.50	67.50	69,187.50		69,187.50	100%	-
2118.509	AGGREGATE SURFACING, CLASS 5 (TEMPORARY)	240.00	TON	28.00	6,720.00	146.00	4,088.00		4,088.00	61%	2,632.00
2118.509	AGGREGATE SURFACING, CLASS 5 (DRIVEWAYS, 100% CRUSHED)	260.00	TON	40.00	10,400.00	194.67	7,786.80		7,786.80	75%	2,613.20
2123.510	INVESTIGATIVE EXPLORATION	40.00	hour	250.00	10,000.00	25.50	6,375.00		6,375.00	64%	3,625.00
2123.610	STREET SWEEPER (WITH BROOM PICKUP)	50.00	hour	120.00	6,000.00	50.00	6,000.00		6,000.00	100%	-
2130.523	WATER (FOR DUST CONTROL)	100.00	M GALLON	65.00	6,500.00	100.00	6,500.00		6,500.00	100%	-
2130.523	WATER (FOR TURF ESTABLISHMENT)	120.00	M GALLON	55.00	6,600.00	60.00	3,300.00		3,300.00	50%	3,300.00
2211.507	AGGREGATE BASE, CLASS 5 (CV) (P)	8,005.00	CU YD	58.00	464,290.00	8,528.40	494,647.20		494,647.20	107%	(30,357.20)
2331.603	JOINT ADHESIVE (MASTIC)	13,530.00	LIN FT	0.70	9,471.00	-	-		-	0%	9,471.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT (CSS-1H)	2,180.00	GALLON	4.00	8,720.00	-	-		-	0%	8,720.00
2360.504	TYPE SP 12.5 WEARING COURSE MIX (2,B) (SPWEB240B) 3" THICK W/6" AGGREGATE BASE (RESIDENTIAL DRIVEWAYS)	205.00	SQ YD	38.00	7,790.00	48.30	1,835.40		1,835.40	24%	5,954.60
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C) (SPWEA240C)	3,070.00	TON	114.00	349,980.00	123.72	14,104.08		14,104.08	4%	335,875.92
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (2,C) (SPNWB230C)	6,440.00	TON	112.00	721,280.00	5,882.93	658,888.16		658,888.16	91%	62,391.84
2502.503	4" PERF PIPE DRAIN	13,265.00	LIN FT	9.00	119,385.00	13,477.00	121,293.00		121,293.00	102%	(1,908.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 11 **Application Period:** From 11/02/23 to 11/28/23 **Application Date:** 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
2502.602	4" PIPE DRAIN CLEANOUT	42.00	EACH	400.00	16,800.00	40.00	16,000.00		16,000.00	95%	800.00
2502.602	SUMP PUMP DRAIN LINE SERVICE	85.00	EACH	600.00	51,000.00	87.00	52,200.00		52,200.00	102%	(1,200.00)
2506.602	CASTING ASSEMBLY SPECIAL #1	16.00	EACH	200.00	3,200.00	14.00	2,800.00		2,800.00	88%	400.00
2506.602	CASTING ASSEMBLY SPECIAL #2	15.00	EACH	300.00	4,500.00	10.00	3,000.00		3,000.00	67%	1,500.00
2521.518	4" CONCRETE WALK W/4" AGGREGATE BASE	44,500.00	SQ FT	6.30	280,350.00	44,359.50	279,464.85		279,464.85	100%	885.15
2521.518	6" CONCRETE WALK W/4" AGGREGATE BASE (PEDESTRIAN RAMP)	4,800.00	SQ FT	11.15	53,520.00	4,412.50	49,199.38		49,199.38	92%	4,320.62
2531.503	CONCRETE CURB & GUTTER, DESIGN B618	13,600.00	LIN FT	18.00	244,800.00	13,658.60	245,854.80		245,854.80	100%	(1,054.80)
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 6" AGGREGATE BASE (RESIDENTIAL)	1,180.00	SQ YD	83.00	97,940.00	2,244.69	186,309.27		186,309.27	190%	(88,369.27)
2531.504	7" CONCRETE DRIVEWAY PAVEMENT W/ 12" AGGREGATE BASE (COMMERCIAL)	1,100.00	SQ YD	89.65	98,615.00	-	-		-	0%	98,615.00
2531.603	CONCRETE CURB DESIGN V	80.00	LIN FT	35.00	2,800.00	91.00	3,185.00		3,185.00	114%	(385.00)
2531.618	TRUNCATED DOMES	590.00	SQ FT	55.00	32,450.00	665.00	36,575.00		36,575.00	113%	(4,125.00)
2540.602	INSTALL HISTORIC PLAQUE	4.00	EACH	200.00	800.00	4.00	800.00		800.00	100%	-
2540.602	MAILBOX SUPPORT	3.00	EACH	300.00	900.00	-	-		-	0%	900.00
2540.602	RELOCATE MAILBOX SUPPORT	3.00	EACH	200.00	600.00	3.00	600.00		600.00	100%	-
2540.618	INSTALL SALVAGED BRICK PAVERS (RESIDENTIAL)	348.00	SQ FT	20.00	6,960.00	396.00	7,920.00		7,920.00	114%	(960.00)
2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	44,000.00	44,000.00	1.00	44,000.00		44,000.00	100%	-
2563.601	ALTERNATE PEDESTRIAN ROUTE	1.00	LUMP SUM	8,150.00	8,150.00	1.00	8,150.00		8,150.00	100%	-
2564.518	SIGN PANEL TYPE C	205.10	SQ FT	70.00	14,357.00	198.80	13,916.00		13,916.00	97%	441.00
2564.518	SIGN PANEL TYPE SPECIAL	126.00	SQ FT	70.00	8,820.00	126.00	8,820.00		8,820.00	100%	-
2572.510	PRUNE TREES	10.00	HOUR	160.00	1,600.00	13.50	2,160.00		2,160.00	135%	(560.00)
2573.501	STABILIZED CONSTRUCTION EXIT	6.00	EACH	700.00	4,200.00	1.00	700.00		700.00	17%	3,500.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	3,000.00	LIN FT	2.90	8,700.00	-	-		-	0%	8,700.00
2574.507	COMMON TOPSOIL BORROW	2,050.00	CU YD	27.00	55,350.00	3,191.00	86,157.00		86,157.00	156%	(30,807.00)
2575.504	TURF ESTABLISHMENT - TEMPORARY	18,400.00	SQ YD	0.60	11,040.00	6,554.40	3,932.64		3,932.64	36%	7,107.36
2575.504	TURF ESTABLISHMENT - PERMANENT	18,400.00	SQ YD	1.35	24,840.00	20,066.55	27,089.84		27,089.84	109%	(2,249.84)
2582.503	4" SOLID LINE PAINT	1,891.00	LIN FT	3.00	5,673.00	-	-		-	0%	5,673.00
2582.503	12" SOLID LINE PAINT	2,281.00	LIN FT	4.10	9,352.10	-	-		-	0%	9,352.10
	Street, Curb and Gutter, Drainage Pipe, Driveways Subtotal				4,785,776.35		4,383,400.35		4,383,400.35	92%	402,376.00
STORM SEWER											
2104.502	REMOVE DRAINAGE STRUCTURE	53.00	EACH	385.00	20,405.00	58.00	22,330.00		22,330.00	109%	(1,925.00)
2104.503	REMOVE PIPE SEWER (STORM)	3,840.00	LIN FT	10.00	38,400.00	3,840.00	38,400.00		38,400.00	100%	-
2503.601	STORM SEWER BYPASS	1.00	LUMP SUM	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
2451.609	CRUSHED ROCK (STORM PIPE FOUNDATION) MNDOT 3149.2H	1,000.00	TON	0.01	10.00	1,000.00	10.00		10.00	100%	-
2503.503	6" STORM PIPE SEWER	108.00	LIN FT	58.00	6,264.00	177.00	10,266.00		10,266.00	164%	(4,002.00)
2503.503	8" STORM PIPE SEWER	158.00	LIN FT	70.00	11,060.00	123.00	8,610.00		8,610.00	78%	2,450.00
2503.503	12" STORM PIPE SEWER	1,965.00	LIN FT	80.00	157,200.00	1,877.00	150,160.00		150,160.00	96%	7,040.00
2503.503	15" STORM PIPE SEWER	1,207.00	LIN FT	90.00	108,630.00	1,195.00	107,550.00		107,550.00	99%	1,080.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 11 Application Period: From 11/02/23 to 11/28/23 Application Date: 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
2503.503	18" STORM PIPE SEWER	292.00	LIN FT	97.00	28,324.00	309.00	29,973.00		29,973.00	106%	(1,649.00)
2503.503	24" STORM PIPE SEWER	463.00	LIN FT	120.00	55,560.00	466.00	55,920.00		55,920.00	101%	(360.00)
2503.503	54" STORM PIPE SEWER	112.00	LIN FT	500.00	56,000.00	104.00	52,000.00		52,000.00	93%	4,000.00
2503.503	73" ARCH STORM PIPE SEWER	95.00	LIN FT	670.00	63,650.00	99.00	66,330.00		66,330.00	104%	(2,680.00)
2503.602	CONNECT TO EXISTING STORM SEWER #1	11.00	EACH	2,150.00	23,650.00	22.00	47,300.00		47,300.00	200%	(23,650.00)
2503.602	CONNECT TO EXISTING STORM SEWER #2	6.00	EACH	3,100.00	18,600.00	5.00	15,500.00		15,500.00	83%	3,100.00
2503.602	CONNECT TO EXISTING STORM SEWER #3	2.00	EACH	3,300.00	6,600.00	-	-		-	0%	6,600.00
2503.602	CONNECT TO EXISTING STORM SEWER #4	2.00	EACH	3,700.00	7,400.00	2.00	7,400.00		7,400.00	100%	-
2503.602	CONNECT TO EXISTING STORM SEWER #5	3.00	EACH	2,575.00	7,725.00	4.00	10,300.00		10,300.00	133%	(2,575.00)
2503.602	CONSTRUCT BULKHEAD (STORM)	20.00	EACH	480.00	9,600.00	11.00	5,280.00		5,280.00	55%	4,320.00
2506.502	CASTING ASSEMBLY (STORM)	74.00	EACH	925.00	68,450.00	74.00	68,450.00		68,450.00	100%	-
2506.502	ADJUST FRAME & RING CASTING	3.00	EACH	1,155.00	3,465.00	-	-		-	0%	3,465.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE - 12" INLINE DRAIN W/GRATE	2.00	EACH	1,200.00	2,400.00	2.00	2,400.00		2,400.00	100%	-
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	244.60	LIN FT	760.00	185,896.00	192.60	146,376.00		146,376.00	79%	39,520.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	18.50	LIN FT	900.00	16,650.00	9.10	8,190.00		8,190.00	49%	8,460.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 108-4020	20.50	LIN FT	3,110.00	63,755.00	19.00	59,090.00		59,090.00	93%	4,665.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN TYPE 2	129.70	LIN FT	790.00	102,463.00	92.82	73,327.80		73,327.80	72%	29,135.20
2573.502	STORM DRAIN INLET PROTECTION	118.00	EACH	125.00	14,750.00	118.00	14,750.00		14,750.00	100%	-
	VALUE OF MATERIAL STORED		LUMP SUM								
	Storm Sewer Subtotal				1,079,407.00		1,002,412.80	0.00	1,002,412.80	93%	76,994.20
SANITARY SEWER											
2104.502	REMOVE MANHOLE (SANITARY)	17.00	EACH	385.00	6,545.00	17.00	6,545.00		6,545.00	100%	-
2104.602	REMOVE SEPTIC TANK	1.00	EACH	900.00	900.00	-	-		-	0%	900.00
2104.503	REMOVE PIPE (SANITARY, MAIN)	5,643.00	LIN FT	0.01	56.43	4,580.00	45.80		45.80	81%	10.63
2451.609	CRUSHED ROCK (SANITARY PIPE FOUNDATION) MNDOT 3149.2H	120.00	CU YD	0.01	1.20	120.00	1.20		1.20	100%	-
2502.602	CONNECT TO EXISTING SANITARY SEWER	14.00	EACH	3,000.00	42,000.00	15.00	45,000.00		45,000.00	107%	(3,000.00)
2503.601	SANITARY SEWER BYPASS	1.00	LUMP SUM	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
2503.602	8" X 4" WYE	65.00	EACH	1,500.00	97,500.00	64.00	96,000.00		96,000.00	98%	1,500.00
2503.602	10" X 4" WYE	15.00	EACH	1,700.00	25,500.00	17.00	28,900.00		28,900.00	113%	(3,400.00)
2503.602	VIDEO INSPECTION SEWER SERVICES (PRELIMINARY)	80.00	EACH	120.00	9,600.00	-	-		-	0%	9,600.00
2503.602	VIDEO INSPECTION SEWER SERVICES (POST INSTALLATION)	80.00	EACH	120.00	9,600.00	79.00	9,480.00		9,480.00	99%	120.00
2503.603	VIDEO INSPECTION MAINLINE (POST INSTALLATION)	5,690.00	LIN FT	1.50	8,535.00	5,549.00	8,323.50		8,323.50	98%	211.50
2506.602	4" SANITARY SEWER CLEANOUT	80.00	EACH	750.00	60,000.00	81.00	60,750.00		60,750.00	101%	(750.00)
2503.603	4" SANITARY SEWER SERVICE PIPE	3,020.00	LIN FT	42.00	126,840.00	3,064.00	128,688.00		128,688.00	101%	(1,848.00)
2503.603	8" SANITARY SEWER (REGARDLESS OF DEPTH)	4,552.00	LIN FT	85.00	386,920.00	4,626.00	393,210.00		393,210.00	102%	(6,290.00)
2503.603	10" SANITARY SEWER (REGARDLESS OF DEPTH)	1,138.00	LIN FT	120.00	136,560.00	1,130.00	135,600.00		135,600.00	99%	960.00
2504.604	4" POLYSTYRENE INSULATION	200.00	SQ YD	30.00	6,000.00	109.20	3,276.00		3,276.00	55%	2,724.00
2506.603	CONSTRUCT 8" INSIDE DROP	10.00	LIN FT	700.00	7,000.00	4.40	3,080.00		3,080.00	44%	3,920.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 11 Application Period: From 11/02/23 to 11/28/23 Application Date: 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
2506.502	CASTING ASSEMBLY (SANITARY W/ CONCEALED PICK HOLES)	19.00	EACH	1,700.00	32,300.00	19.00	32,300.00		32,300.00	100%	-
2506.602	INTERNAL MANHOLE SEAL (SANITARY)	19.00	EACH	400.00	7,600.00	19.00	7,600.00		7,600.00	100%	-
2506.603	CONSTRUCT SANITARY MANHOLE DESIGN 4007	193.40	LIN FT	600.00	116,040.00	184.47	110,682.00		110,682.00	95%	5,358.00
	VALUE OF MATERIAL STORED		LUMP SUM					-	-		
	Sanitary Sewer Subtotal				1,084,497.63		1,074,481.50	-	1,074,481.50	99%	10,016.13
WATER MAIN											
2104.502	REMOVE GATE VALVE	50.00	EACH	150.00	7,500.00	46.00	6,900.00		6,900.00	92%	600.00
2140.502	SALVAGE HYDRANT	12.00	EACH	850.00	10,200.00	12.00	10,200.00		10,200.00	100%	-
2104.503	REMOVE WATER MAIN	5,900.00	LIN FT	1.00	5,900.00	3,100.00	3,100.00		3,100.00	53%	2,800.00
2504.601	TEMPORARY WATER	1.00	LUMP SUM	30,000.00	30,000.00	1.00	30,000.00		30,000.00	100%	-
2504.602	CONNECT TO EXISTING WATER MAIN	21.00	EACH	3,500.00	73,500.00	19.00	66,500.00		66,500.00	90%	7,000.00
2504.602	HYDRANT (WATEROUS WB67-250)	14.00	EACH	8,000.00	112,000.00	14.00	112,000.00		112,000.00	100%	-
2504.602	4" GATE VALVE AND BOX	2.00	EACH	3,200.00	6,400.00	1.00	3,200.00		3,200.00	50%	3,200.00
2504.602	6" GATE VALVE AND BOX	36.00	EACH	3,700.00	133,200.00	30.00	111,000.00		111,000.00	83%	22,200.00
2504.602	8" GATE VALVE AND BOX	22.00	EACH	4,600.00	101,200.00	28.00	128,800.00		128,800.00	127%	(27,600.00)
2504.602	1" CORPORATION STOP W/ SADDLE	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CORPORATION STOP W/ SADDLE	2.00	EACH	1,500.00	3,000.00	2.00	3,000.00		3,000.00	100%	-
2504.602	2" CORPORATION STOP W/ SADDLE	1.00	EACH	1,850.00	1,850.00	1.00	1,850.00		1,850.00	100%	-
2504.602	1" CURB STOP AND BOX	85.00	EACH	1,250.00	106,250.00	82.00	102,500.00		102,500.00	96%	3,750.00
2504.602	1.5" CURB STOP AND BOX	2.00	EACH	1,850.00	3,700.00	2.00	3,700.00		3,700.00	100%	-
2504.602	2" CURB STOP AND BOX	1.00	EACH	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
2504.602	LOWER WATER MAIN	9.00	EACH	7,000.00	63,000.00	9.00	63,000.00		63,000.00	100%	-
2504.602	12" HYDRANT EXTENSION	14.00	EACH	850.00	11,900.00	3.00	2,550.00		2,550.00	21%	9,350.00
2504.603	1" SERVICE PIPE W/ TRACER WIRE	2,968.00	LIN FT	21.00	62,328.00	2,999.00	62,979.00		62,979.00	101%	(651.00)
2504.603	1.5" SERVICE PIPE W/ TRACER WIRE	54.00	LIN FT	26.00	1,404.00	72.00	1,872.00		1,872.00	133%	(468.00)
2504.603	2" SERVICE PIPE W/ TRACER WIRE	30.00	LIN FT	32.00	960.00	26.00	832.00		832.00	87%	128.00
2504.603	6" WATER MAIN W/TRACER WIRE (HYDRANT, MAIN, SERVICE)	3,435.00	LIN FT	60.00	206,100.00	3,121.50	187,290.00		187,290.00	91%	18,810.00
2504.603	8" WATER MAIN W/TRACER WIRE	3,472.00	LIN FT	77.00	267,344.00	4,104.00	316,008.00		316,008.00	118%	(48,664.00)
2504.603	TRACER WIRE BOX	20.00	EACH	285.00	5,700.00	20.00	5,700.00		5,700.00	100%	-
2504.608	WATER MAIN FITTINGS	3,300.00	POUND	19.00	62,700.00	3,252.00	61,788.00		61,788.00	99%	912.00
	VALUE OF MATERIAL STORED		LUMP SUM					-	-		
	Water Main Subtotal				1,384,386.00		1,389,269.00	0.00	1,389,269.00	100%	(4,883.00)
					-		-		-		-
					-		-		-		-
					-		-		-		-
Original Contract Totals					\$ 8,334,066.98		\$ 7,849,563.65	\$ -	\$ 7,849,563.65	94%	\$ 484,503.33

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Olivia, Minnesota
 Engineer: Short Elliott Hendrickson Inc.
 Contractor: Hjerpe Contracting, Inc.
 Project: DePue Avenue Improvement Project
 Contract: DePue Avenue Improvement Project

Owner's Project No.: _____
 Engineer's Project No.: OLIVA 156939
 Contractor's Project No.: _____

Application No.: 11 Application Period: From 11/02/23 to 11/28/23 Application Date: 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Change Orders													
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
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					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
Change Order Totals					\$	-		\$	-	\$	-		
Original Contract and Change Orders													
Project Totals					\$	8,334,066.98		\$	7,849,563.65	\$	-		
									\$	7,849,563.65	94%	\$	484,503.33

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 11 Application Period: From 11/02/23 to 11/28/23 Application Date: 11/28/23

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	GHI Materials Stored			JKL Incorporated in Work			M Materials Remaining in Storage (I-L) (\$)
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	
2108.504	15559430-00		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	32,570.16		32,570.16	32,570.16		32,570.16	-
2108.504	15559430-01		GEOTEXTILE FABRIC, TYPE 5 (NON-		1	12,280.63		12,280.63	12,280.63		12,280.63	-
2018.604	15559430-01		TRIAXIAL GEOGRID		1	56,686.50		56,686.50	56,686.50		56,686.50	-
	R455692		Sewer & water materials		1	294,604.95		294,604.95	294,604.95		294,604.95	-
	CC7262		Castings & structure materials		1	53,850.04		53,850.04	53,850.04		53,850.04	-
2506.603	1803120		Sanitary Manhole Design 4007		3	11,755.35		11,755.35	11,755.35		11,755.35	-
	1803127		Sanitary and Storm Structure materials		3	12,449.28		12,449.28	12,449.28		12,449.28	-
2503.503	1803502		24" Storm Pipe Sewer		3	8,148.15		8,148.15	8,148.15		8,148.15	-
2506.603	1804092		Sanitary Manhole Design 4007		3	16,282.44		16,282.44	16,282.44		16,282.44	-
2506.603	1804093		Sanitary Manhole Design 4007		3	13,228.75		13,228.75	13,228.75		13,228.75	-
	1804094		Sanitary and Storm Structure materials		3	13,548.17		13,548.17	13,548.17		13,548.17	-
	1804096		Storm Structure Materials		3	10,947.27		10,947.27	10,947.27		10,947.27	-
	1804255		Storm Structure Materials		3	15,072.10		15,072.10	15,072.10		15,072.10	-
	1804256		Storm Structure Materials		3	11,815.82		11,815.82	11,815.82		11,815.82	-
	1804268		Storm Structure Materials		3	14,435.92		14,435.92	14,435.92		14,435.92	-
	1804477		Sanitary and Storm Structure materials		3	12,280.25		12,280.25	12,280.25		12,280.25	-
	1804534		Storm Structure Materials		3	11,602.49		11,602.49	11,602.49		11,602.49	-
	1804588		Storm Structure Materials		3	11,957.93		11,957.93	11,957.93		11,957.93	-
	1803934		Credit / Restock Fee		3	(1,642.70)		(1,642.70)	(1,642.70)		(1,642.70)	-
	R458351		Water Main Materials		4	172,075.38		172,075.38	172,075.38		172,075.38	-
Totals						\$ 783,948.88	\$ -	\$ 783,948.88	\$ 783,948.88	\$ -	\$ 783,948.88	\$ -

AIRPORT MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the CITY OF OLIVIA, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City", and Richard Sigurdson, hereinafter referred to as the "Manager", collectively referred to as the "Parties".

RECITALS

WHEREAS, the City of Olivia owns and operates the Olivia Regional Airport and is in need of a Manager for said airport; and

WHEREAS, it is the desire of Council to secure and retain the services of Manager and to provide inducement for Manager to manage the City's airport; and

WHEREAS, Richard Sigurdson has indicated a willingness to act as Manager, as an independent contractor, for said airport in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties that the City Council appointed Richard Sigurdson as Manager of the Olivia Municipal Airport, and said Manager accepted the contract on the following conditions:

1. TERM. This Agreement is effective as of January ____, 2024 ("Effective Date") and shall end on December 31, 2024 ("Term"). For the convenience of City, Manager may hold over Manager's services subsequent to the expiration of the Term until this Agreement is modified or superseded by a new agreement approved by Manager and Council. During any holdover period, any such holding over shall also be subject to all other terms of this Agreement. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Council to terminate the services of Manager at any time pursuant to this Agreement.
2. NO EMPLOYMENT RELATIONSHIP. This Agreement is not intended to and shall not be construed to create an employment relationship between City and Manager or its representatives. The Manager shall not be an employee for any purpose, including, but not limited to the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, or any state revenue and taxation code related to income tax withholding, workers' compensation and other benefit payments and third-party liability claims. The Manager understands that federal, state, and payroll tax of any kind shall not be withheld or paid by the City, and that he is solely responsible to pay income and other employment taxes, and he holds the City harmless for any liability related to the compensation made pursuant to this Contract. The Manager must submit a completed W-9 form to the City
3. NO ASSIGNMENT. It is understood and agreed that the Manager shall not, at any time during the term of this agreement, assign or transfer the agreement or any interest therein, except with the written approval of the City Council.
_____.
4. TERMINATION. The parties shall meet and confer no later than October 31 of each year to review the terms of this agreement and discuss terms and conditions of renewal of this Agreement.

- a. Either party shall have the right to terminate this contract upon thirty (30) days written notice of their intention to do so with notice provided to the other party as provided herein, unless the parties agree to waive this notice requirement.
 - b. In the event that either party to this agreement fails to perform any of the terms and conditions of this agreement, the other party may terminate this agreement by giving thirty (30) days written notice of such intention to terminate.
 - c. This agreement shall terminate upon the death or permanent incapacity of the Manager. The Manager may, with the approval of the City, appoint a qualified person to accomplish the Manager's duties on a temporary basis.
5. COMPENSATION. In consideration of services as Manager of the airport, the City agrees to pay the Manager a monthly fee of five hundred forty-three dollars and 20 cents (\$543.20), payable by the City to Manager by the 15th of each month, plus the first option to lease one (1) T-Hangar, from the City at the current T-hangar lease rate. The Manager shall also be granted the option to lease the airport fuel facilities from the City. The Manager will not be provided any other form of compensation, nor will he be provided any benefits, such as health insurance, vacation, sick leave, pension, workers compensation or any other benefits afforded City employees.
6. DUTIES OF MANAGER. The duties of the Airport Manager shall be as follows:
- a. Unless otherwise required to respond to safety or emergency situations, or to maintain the Airport premises as required herein, such as minor snow removal, the Manager will be expected to perform the duties herein during normal business hours. Because managing the airport requires availability during non-business hours, Manager agrees that either he or a delegee will be available for emergency calls seven (7) day per week basis and twenty-four hours per day, The Manager shall provide to the City Administrator the contact information, including at least the name and phone number, of any individual who the Manager will delegate to be on call at times when he is out of town or otherwise unavailable.
 - b. Supervise the day-to-day maintenance of the airport buildings, grounds, hangar and the landing area. Notify the Supervisor of Public Works when the facilities are in need of repairs.
 - c. Provide janitor and caretaker services for the Administration Building, and all public areas around said buildings not subject to maintenance by other tenants, lessees, or the City. All facilities shall be kept clean and in usable condition at all times. The janitorial supplies and equipment shall be supplied and approved by the City of Olivia.
 - d. Provide the name and contact information to the City Administrator of any person or party interested in leasing a hangar from the City.
 - e. Inspect at least twice each year, and report repairs and maintenance needed for all airport fences and airport buildings to the City Administrator.
 - f. Check the Administration Building heating system daily while in operation, and keep it clean and in proper operating order. The City shall be responsible for the cost of repairs.

- g. Supervise and provide for the general security of any City-owned airport equipment. This provision shall not be construed so as to impose on the Manager the duty of an insurer or guarantor.
- h. The Manager shall arrange with the Supervisor of Public Works for the mowing of all grass and weeds as prescribed by State regulations, if needed. The grass and weeds on each side of the runways shall be mowed to the minimum height permissible without obstructions which would cause snow drifting or interfere with the snow removal operations. It shall be the responsibility of the Manager to schedule this particular grass cutting to properly serve the intended purpose.
- i. Provide snow removal from walkways, paths, roadway and areas immediately adjacent to and surrounding the Administration Building. The intent of this provision is to require the Manager to provide minor snow removal, as can be reasonably expected, by means of hand shoveling, which would otherwise be uneconomical for the City to perform with heavy equipment. If there is more snow than the Manager can be reasonably expected, by means of hand shoveling, the Manager shall first contact the Supervisor of Public Works for assistance. If the Supervisor of Public Works is unable to assist with the snow removal, then the Manager shall arrange for snow removal with a third party. Then the Manager shall submit a detailed billing outlining the expenses incurred for snow removal if reimbursement is requested. The City of Olivia shall review and reimburse the Manager for the total cost of the snow removal.
- j. Make frequent inspections of all runways, remove all hazards and close and mark any runway that cannot be used.
- k. File and delete NOTAMS (Notices to Airmen) with cooperating Flight Service Stations of the Federal Aviation Administration when necessary.
- l. Check the airport lighting to determine if the runway lighting system is in good working order and whether all light bulbs, light fixtures, wind tee or sock, obstruction markers and airport marking beacon are functioning properly. Report burned-out light bulbs promptly. Light bulbs shall be supplied and replaced by the City.
- m. Notify the City Administrator of any major repairs required. Request instructions as to how to proceed to have the deficiency corrected. Notify the Supervisor of Public Works of any damage or repairs to the airport facilities so as to enable the City to take whatever action necessary to make said repairs.
- n. Analyze from time to time the runway lighting system performance record. Advise the City of any repairs that should be made to the system that are revealed as a result of examination of the performance record.
- o. Notify the Federal Aviation Administration Flight Service Station promptly of all field conditions affecting the safe use of the airport and make the City Administrator of the notification as soon as practicably possible.

- p. Cooperate with the local flight service and give advisory assistance to pilots on such matters as flight rules, parking, and field conditions. See that the hangars and other buildings are used for airport purposes only.
- q. Cooperate with all Federal, State, and Municipal bodies concerning all matters which are under their control.
- r. Conform with all laws, rules, and regulations of the Federal, State, County, or City Governments or appropriate agencies thereof, in the management of the airport and in any and all activities to be carried out under this agreement at all times.
- s. Take all necessary precautions and steps to see that all rules, laws, and regulations of the Federal Government, the State of Minnesota, the County of Renville, and the City of Olivia or any of its duly authorized agencies, are enforced at all times.
- t. Serve as a staff (non-voting) member on the Airport Advisory Board, including attendance at all meetings at which airport matters are to be discussed and considered. Represent the City in matters pertaining to the airport when requested. Attend any aviation conference requested by the City, and submit requests for reimbursement for any conference -related expense to the City.
- u. Recommend to the City Administrator such rules and regulations relative to the safe operation of the airport that are considered to be necessary. All flight regulations shall be in addition to and not contrary to Federal Aviation Regulations. No such rules or regulations shall become effective until approved and issued by the City of Olivia.
- v. Ensure that the fuel pumps near the Administration Building are operational and available to the general public. Notify the City Administrator of any repairs required.
- w. Coordinate with the City Water/Wastewater Superintendent to conduct quarterly storm water sampling at the airport.
- x. The Manager shall stop by City Hall at least once per week to pick up or drop off any mail. The Manager shall also provide the City Administrator or Deputy Clerk regular, and not less than monthly, updates about the airport, including but not limited to the subjects contained in this Agreement.

7. OBLIGATIONS OF THE CITY. The obligations of the City shall be as follows:

- a. The City shall furnish an office for the Manager in the Administration Building. The City shall furnish the utilities for the Administration Building and premises, including internet and local phone service.
- b. The City shall carry adequate airport liability insurance during the term of this agreement.
- c. The City reserves the right, but shall not be obligated to the Manager, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of

the airport, together with the right to direct and control all activities of the Manager in this regard.

- d. The City reserves the right to enter upon the premises at any reasonable time for the purpose of making an inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- e. The City shall reimburse the Manager for any of the expenses that the Manager incurs in conjunction with the Manager's duties described above, provided that such expenses are specifically included in this agreement, or pre-approved by the City.

8. GENERAL PROVISIONS.

- a. INDEMNIFICATION AND HOLD HARMLESS. The Manager agrees to indemnify and hold the City harmless from any and all claims arising from any act or omission of the Manager in performing the services under this Contract.
- b. The Manager, on behalf of himself or his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, creed, color, national origin, or sex; (2) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon, on the grounds of race, creed, color, national origin, or sex; and (3) that the Manager shall use the premises in compliance with all other requirements imposed by the Civil Rights Act of 1964, and any amendments thereof.
- c. The Manager shall have the right and privilege of engaging in and conducting an aviation related business on the premises of the Olivia Regional Airport under the terms and conditions as set forth hereinafter and as allowed by the City through other applicable agreements, such as lease agreements, provided, however, that this agreement shall not be construed in any manner to grant the Manager, or those claiming under him, the exclusive right to the use of the premises and facilities of said airport other than those premises leased exclusively to the Manager.
- d. It is clearly understood by the Manager that no right or privilege has been granted which would prevent a person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- e. During the time of war or emergency, the City shall have the right to lease the building area or any part thereof to the United States Government and/or State of Minnesota, and, if such lease is executed, the provisions of this agreement when inconsistent with the provisions of the lease to the Government, shall be suspended.
- f. This agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States and/or State of Minnesota, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of funds for the

development of the airport.

9. WORKERS COMPENSATION. The Manager shall not employ any person(s) for the performance of any work or services required by this agreement, unless said person(s) are covered by or comply with Minnesota law regarding workers compensation insurance, including the statutorily required limits. In the event any claim shall arise out of the employment of any person(s), the Airport Manager shall provide the City with written evidence of such workers compensation insurance or compliance with State law. The Manager shall be an independent contractor and not an employee of the City.
10. PROPRIETY RIGHTS. The Manager agrees that anything created for or on behalf of the City is the property of the City and shall be submitted to and retained by the City during the term of this Contract and after termination. Also, all data gathered, maintained, created or reviewed by the Manager in the course of services to the City is governed by the Minnesota Government Data Practices Act, and therefore, data may not be released to entities or individuals outside the City by the Manager until after a determination is made by the City on its classification as private, public or confidential data, or upon request by the City.
11. CHOICE OF LAW, FORUM AND SEVERABILITY. This Contract shall be construed under Minnesota law, any action arising out of it shall be heard in state court in Minnesota, and the Manager consents to personal jurisdiction in Minnesota. This Contract represents the entire agreement and understanding between the parties and replaces any prior or contemporaneous agreements, whether oral or written. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties. If a court deems any part of this Contract to be unenforceable or in violation of any law, the remaining portions of the Contract will remain in full force and effect. Waiver by either party of any provision of this Contract will not constitute a waiver of other provisions. This Contract will be construed to have been drafted equally by the City and the Manager.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF OLIVIA

AIRPORT MANAGER

BY: _____
Mayor

Richard Sigurdson

ATTEST:

City Clerk

2024 Appointments

Acting Mayor

Padrnos

	Representative(s)	Alternate
Planning Commission	Hawkinson	Baumgartner
Convention & Tourism Bureau	Ferguson & Padrnos	
Public Utilities	Baumgartner	Ferguson
Economic Development Authority	Hawkinson & Ebbers	Padrnos
Parks & Rec Board	Ebbers	Ferguson
Airport Advisory Board	Hawkinson & Ferguson	Ebbers
Airport Board of Appeals	Padrnos	Hawkinson
Airport Zoning Board	Padrnos	Hawkinson
Technology Committee	Baumgartner	Padrnos
Zoning Board of Appeals	Ebbers	
Public Safety Commission	Hawkinson & Ferguson	
Renville County HRA/EDA	Ferguson & Padrnos	Hawkinson
Firefighter Relief Association	Ebbers	Baumgartner
Personnel Committee	Hawkinson & Ferguson	
Joint Powers / Olivia Pool Board	Padrnos & Ferguson	Baumgartner

BOARD VACANCIES

Planning Commission x3

Zoning Board of Appeals x2