AGENDA OLIVIA CITY COUNCIL MEETING CITY HALL COUNCIL CHAMBERS MONDAY, MAY 6 at 5:30 PM



PLEDGE OF ALLEGIANCE

L) (CALL	TO	ORDER	AND	DET	ERMIN	IATI	ON	OF	A (QUC)RU	M
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Councilors: ___Baumgartner __Ebbers __Ferguson __Mayor Hawkinson __Padrnos

2) PUBLIC FORUM

- A) When addressing the Council, please provide your name for the meeting record
- B) Speaking times will be limited to 3-minutes

3) AGENDA APPROVAL

4) PROCLAMATION

A) Peace Officer Memorial Day

5) CONSENT AGENDA

- A) Regular Meeting Minutes of April 15, 2024
- B) Resolution 2024-45, Step Movement for Craig Mages
- C) Resolution 2024-46, Step Movement for Dustin Stahnke
- D) Resolution 2024-47, Hiring of Seasonal Part-Time Worker for the Public Works/ Parks Department
- E) Resolution 2024-48, Hiring of SMART Member Kyle Smith
- F) Resolution 2024-49, Gambling Permit for Fraternal Order of Police Glacial Lakes Lodge 23
- G) Resolution 2024-50, Gambling Permit for Olivia Firemen's Relief Association
- H) Resolution 2024-51, Authorizing the City of Olivia to Zone Areas Surrounding Its Airport
- I) Confirm Mayoral Appointment of Jack Carlson to the Public Utilities Commission
- J) Olivia Swimming Pool Joint Powers Agreement
- K) Chappell Central Maintenance Agreement for Olivia Public Library
- L) Electric Department Purchase Order
- M) Olivia Regional Airport Project Quotes
- N) April Disbursements

6) DISCUSSION / BUSINESS ITEMS

- A) BOLD Baseball Association Willow Ave Shed
- B) Seal Coat 2024
- C) Phase 3 of SRTS Trail
- D) Refuse RFP
- E) Electrical Quotes for burying utilities

7) REPORTS

- A) Reports of Council / Staff
- 8) NOTICES AND COMMUNICATIONS
- 9) ADJORNMENT



Mayoral Proclamation

WHEREAS; In 1962, President Kennedy proclaimed May 15th to be National Peace Officers Memorial Day and the week in which that date falls, as Police Week; and

WHEREAS; National Peace Officers Memorial Day and Police Week pay tribute to the brave local, state and federal peace officers who currently risk their lives every day in the line of duty; and

WHEREAS; Tens of thousands of citizens and law enforcement officers from around the country participate in planned events to voice appreciation for all those, past and present, who serve their communities with pride and integrity and to honor those who have made the ultimate sacrifice in the line of duty; and

WHEREAS; Locally, the American Legion Post and Veterans of Foreign Wars Post express their thanks and support to honor all Peace Officers in our country.

THEREFORE; be it resolved that, I, Jon Hawkinson, of the City of Olivia, do hereby proclaim May 15, 2024 as:

Peace Officers Memorial Day and that same week to be Police Week

Jon Hawkinson Mayor of Olivia, Minnesota

REGULAR MEETING MINUTES

Monday, April 15, 2024

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 5:29 P.M.

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

Others present: Elizabeth Torkelson, City Administrator; Pamela Whitmore, City Attorney; Kathy Lund, Nuvera; Damon Coots, Patrol Officer; Ross Okins, Renville County Register; Doug Bruns, County Assessor; Brenda Vander Pol, Renville County Appraiser; Guest (zoom), Victim Advocate (zoom), George Thoma (zoom), Thoma (zoom), Jasmine Miller, Deputy Clerk.

PUBLIC FORUM

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

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

AGENDA

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

CONSENT AGENDA

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

- A) Regular Meeting Minutes of April 1, 2024
- B) Park and Recreation Committee By-Laws
- C) Planning Commission By-Laws
- D) Solid Waste Services RFP
- E) Electric Department Purchase Request
- F) Resolution 2024-43, Hiring of Seasonal Part-Time Worker for the Public Works/ Parks Department

DISCUSSION / BUSINESS ITEMS

Nuvera Presentation

Nuvera Representative, Kathy Lund, shared information with the Council regarding the company and the fiber internet expansion project set to start in May 2024. Lund reviewed Nuvera history, company information and fiber internet service. Lund highlighted the three plan options, modem fee, wi-fi router, federal lifeline programs and pre-sign up for residents. The Nuvera project will begin in 2024 and continue through 2026. The construction process consists of notification, site prep/design, fiber construction, drop construction, splicing and testing and installation. Lund stated that collaboration is key to the mutual success for Nuvera and the City of Olivia. Communication is prioritized during the length of the fiber internet expansion project. Lund clarified that Nuvera does have existing fiber in Olivia from a project that brought fiber to the library and the school.

BOLD Baseball Association - Willow Ave Shed

Torkelson reminded Council that a purchase agreement was signed with Mr. Fischer effective June 5, 2023. The conditions were that the purchaser was to remove the building from the City's property within 12 months. Dr. Nagel was wondering if the City wants the building removed, could it be remodeled where it is, would the city be open to an agreement with the association where the City owns and insures the property and the association manages and maintains the property or would the City prefer the building be moved to Bird Island. Torkelson shared that City staff recommends that the building be removed as the building is encroaching on the Railroads right-of-way. Mayor Hawkinson asked the Council for their thoughts on extending the contract's removal date, referring this to the Park Board to make a recommendation. There was Council consensus that the Park Board should not be discussing allowing the building to stay as it is encroaching on the Railroads right-of-way. Torkelson shared that the building may be cost prohibitive to move. Ebbers shared that he is not in favor of extending the deadline. Padrnos shared that he would like to have more stuff here in Olivia but feels this shed would be a better fit in Bird Island. There was Council consensus to table the agenda item and revisit it on May 6th.

Resolution 2024-44, Adopting the 2023 Comprehensive Plan

Motion by Padrnos, second by Baumgartner: to approve Resolution 2024-44, Adopting the 2023 Comprehensive Plan. Motion passed unanimously.

Torkelson shared her excitement to present the completed Comprehensive Plan. The Planning Commission held a public hearing and unanimously voted to recommend the adoption of the plan to City Council. Torkelson reviewed the following key highlights:

- o Measures to strengthen the vitality, attractiveness and prospects of the City's downtown
- o Facilitate industrial and commercial development to grow employment opportunities
- o Strategies to promote the development of affordable housing units
- o Initiative to develop an integrated and connected multimodal network
- Policies to retain and grown existing business, attract new businesses and support local entrepreneurship
- o Goals to provide and maintain the City's parks and indoor/outdoor recreation areas
- o Policies to ensure cost efficient financially sustainable utility services
- o Guidance for Staff to implement the plan moving forward

Pole Attachment Agreement, Appendix A Amendment

Motion by Baumgartner, second by Padrnos: to approve the Pole Attachment Agreement, Appendix A Amendment. Motion passed unanimously.

Baumgartner shared that the special means case has a pole attachment that uses electricity. It was agreed that \$20.58 per pole would cover electricity and an attachment fee. Torkelson added that the fees are not flat fees and it has been built into the schedule how the fee will change each year.

Park and Recreation Committee Projects and Recommendations

Motion by Ferguson, second by Ebbers: to approve the purchase of a boom truck from AMB Equipment, referencing the quote for \$309,900. Motion passed unanimously.

Torkelson shared that the Parks and Recreation Board met on April 2nd and voted to recommend the following Park Maintenance Projects

- 1. Basketball Court Resurfacing at Henton Park
- 2. Warming House Tin on Building at Henton Park
- 3. Dirks Park Concession Stand Maintenance

4. Dowling Square Improvements

Torkelson added that there are drainage concerns at Dowling Square. The City's Engineers have been working on drainage improvements and resurfacing. The project cost is estimated to be \$33,000 and will be covered by the Storm Water Fund. Torkelson clarified that the Park Board does have the budget to cover the recommended projects.

No additional items or new business items were presented.

BOARD OF APPEAL & EQUALIZATION

Mayor Hawkinson temporarily recessed the regular meeting at 6:00 P.M. and opened the Board of Appeal & Equalization Hearing.

Doug Bruns provided the Council with sales listings from September 2022 to October 2023 that included 28 residential sales in the City. Bruns shared that the sales of residential properties influence property values. The median sale prices was \$166,000 with a median ratio of 87.6%. The median ratio is the difference between the County's actual value and what properties sold for. The ratio is regulated by the MN Dept of Revenue and the Assessor is required by state law to be between 90%-105% on average of all like-kind properties. The Assessor was required to increase values by 15% to be within the parameters of the Department of Revenue Standards. There was also a 5%-10% adjustment on Commercial property and apartments. Tillable Ag land within the City received a 5% increase. Mayor Hawkinson asked if 15% for a property value correction was significant. Bruns share that he didn't think it was necessarily significant as it hasn't been the highest increase he has seen but recognized that the increase is noticeable. Bruns shared that a tax payer contacted the Assessors office after they received their evaluation. Vander Pol shared that the tax payer from 406 Fairview Avenue East had an appraisal done last year and felt like the value the County put on the property was too high. Vander Pol inspected the property, researches other sales and like properties and determined that an adjustment would be valid and appropriate. The original value was 268,000, and the Assessor's office is recommending lowering the value to \$228,700. Attorney Whitmore clarified that this one property adjustment wouldn't reduce the aggregate by more than 1%.

Motion by Padrnos, second by Ferguson: to make the recommended adjustment. Motion passed unanimously.

Motion by Padrnos, second by Ferguson: to close the Board of Appeal & Equalization and reopen the regular meeting at 6:30 P.M. Motion passed unanimously.

REPORTS

Reports of Council / Staff

Ferguson share that Susie Lang received an award from the Main Street Program for the Olivia Corncade's Rehab Project.

Padrnos shared that the Pool Board discussed a reopening and ideas for future plans to drive more engagement and activity at the pool. Padrnos encouraged citizens to form a citizen action/advisory group to try to drive engagement.

Torkelson shared that she regrets to inform the Council of the resignation of our Public Works Assistant Superintendent, Jesse Zeitz, effective April 19, 2024. Torkelson also reported the Auditors will be at City Hall the week of April 22nd. Finally, Torkelson reported the Public Utilities Commission is looking for new members and encouraged anyone interested to contact her or Councilor Baumgartner. Baumgartner

knowledge or need an engineering degree to be a member, and it curious.	J 1
No additional reports were presented.	
ADJOURNMENT	
Motion by Ebbers, second by Padrnos: to adjourn the meeting unanimously.	g at 6:35 P.M. Motion passed
	Jon Hawkinson, Mayor
Attest:	

Jasmine Miller, City Clerk

City of Olivia	Request for Action
	Olivia City
	Council
	May 6, 2024
Agenda Item:	Step Movement for Craig Mages
Request for Action:	Adopt Resolution #2024-45, Approving Step Movement for Craig Mages
Employee/Dept.:	Craig Mages, Public Works Superintendent

Background:

Craig Mages, Public Works Superintendent is eligible for step movement based on a satisfactory review of his performance upon his work anniversary date of May 8, 2024.

It is recommended that Craig Mages be moved to Step 2 of Grade 12 of the approved pay scale. Step movements have been approved and accounted for in the 2024 budget.

Budget Impact:

N/A

Funding Source:

General fund

Recommendation:

Staff recommends approving the step movement for Craig Mages.

Motion Type:

Simple majority vote of members present.

Attachments:

Resolution #2024-45

Resolution Approving Step Movement

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

WHEREAS, Craig Mages has satisfactorily had his performance reviewed for the prior six months and subsequent goals set for the upcoming year; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Craig Mages at Step 2 of Grade 12 of the approved pay scale effective May 8, 2024.

Adopted by the City Council of the City of Olivia this 6th day of May 2024

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

City of Olivia	Request for Action
	Olivia City
	Council
	May 6, 2024
Agenda Item:	Step Movement for Dustin Stahnke
Request for Action:	Adopt Resolution #2024-46, Approving Step Movement for Dustin Stahnke
Employee/Dept.:	Dustin Stahnke, Public Works Maintenance Worker

Background:

Dustin Stahnke, Public Works Maintenance Worker is eligible for step movement based on a satisfactory review of his performance upon his work anniversary date of May 13, 2024.

It is recommended that Dustin Stahnke be moved to Step 2 of Grade 6 of the approved pay scale. Step movements have been approved and accounted for in the 2024 budget.

Budget Impact:

N/A

Funding Source:

General fund

Recommendation:

Staff recommends approving the step movement for Dustin Stahnke.

Motion Type:

Simple majority vote of members present.

Attachments:

Resolution #2024-46

Resolution Approving Step Movement

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

WHEREAS, Dustin Stahnke has satisfactorily had his performance reviewed for the prior six months and subsequent goals set for the upcoming year; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Dustin Stahnke at Step 2 of Grade 6 of the approved pay scale effective May 13, 2024.

Adopted by the City Council of the City of Olivia this 6th day of May 2024

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

Hiring of Seasonal Part-Time Worker for the Public Works/ Parks Department

WHEREAS, The Olivia Public Works Department provides for the maintenance of public facilities including parks and recreational areas; and

WHEREAS, The summer maintenance requirements of the City's various parks require considerable upkeep including mowing, edge trimming, weeding, painting, refuse collection, etc. that necessitate additional support staff to accomplish adequately; and

WHEREAS, Seasonal positions generally are assumed to run from May until early September but regardless of individual start dates, no seasonal position authorized in this resolution shall continue beyond October 31st or otherwise exceed 179 total calendar days of employment without additional review and formal authorizations by the City Council; and

WHEREAS, Only the City Council has the sole authority to authorize the hiring of employees to positions with the City of Olivia;

NOW, THEREFORE, BE IT RESOLVED, The Olivia City Council hereby agrees with the staff recommendations and extends seasonal, part-time employment status to Kaleb Hillemeier and Riley Minkel, at the compensation rate of Grade 0, Step 1 and authorizes Public Works Superintendent Craig Mages to schedule work shifts for the individuals as needed.

Adopted by the City Council of the City of Olivia this 6th day of May 2024

	Jon Hawkinson, Mayor
ATTEST:	
Jasmine Miller, City Clerk	

Hiring of Southwest Minnesota Advanced Rescue Team (S.M.A.R.T.) Member Kyle Smith

WHEREAS, The Olivia City Council has authorized, established and funded a specialized technical rescue team under the auspices of the Olivia Fire Department known as the Southwest Minnesota Advanced Rescue Team (S.M.A.R.T.); and

WHEREAS, The Council has established Ordinance 2023-04 which establishes the membership requirements for inclusion as part of the S.M.A.R.T.; and

WHEREAS, Fire Chief Kevin Morse and S.M.A.R.T. Commander Zach Chapman have assisted with the recruitment of firefighters from around the region to make up the S.M.A.R.T. roster; and

WHEREAS, The Chief and Commander have received an application from Kyle Smith expressing a desire to join the team and have conducted a formal interview of the applicant; and

WHEREAS, The Chief and Commander have both recommended that the Council formally approve the hiring of qualified S.M.A.R.T. applicant in good standing with their local fire departments as part of the S.M.A.R.T. roster; and

WHEREAS, The Applicants understand that during their times of service with the S.M.A.R.T. they are subject to the codes, policies and procedures established by the City of Olivia; and

WHEREAS, The City Council has sole authority to hire, fire, discipline and promote employees, including volunteer firefighters;

NOW, THEREFORE, BE IT RESOLVED, Based upon the recommendation of the Fire Chief, S.M.A.R.T. Commander and the City Administrator, the City Council hereby extends an offer of employment to Kyle Smith to serve on the Southwest Minnesota Advanced Rescue Team upon successful completion of a police background check.

Adoption by the City Council of the City of C	Divia on this 6 th day of May, 2024.
	Jon Hawkinson, Mayor
ATTEST: Jasmine Miller, City Clerk	

A Resolution Acknowledging the Off-Site Gambling Premises Permit Requested by Fraternal Order of Police Glacial Lakes Lodge 23. Located within City Limits and Granting Local Approval

WHEREAS, the City of Olivia has been notified Fraternal Order of Police Glacial Lakes Lodge 23 is planning to hold a raffle event on Friday, October 15, 2024;

WHEREAS, the State of Minnesota requires an application, from the Minnesota Lawful Gambling Board to be completed for authorization, form LG220;

WHEREAS, the premise location is the Max's Grill, 2425 W Lincoln Avenue, Olivia, Minnesota 56277;

WHEREAS, the Olivia City Council desires to encourage the on-going work of non-profit and community-service organizations within the City;

BE IT RESOLVED the City acknowledges receipt of LG220 Application to Conduct Off-Site Gambling to the State of Minnesota Gambling Control Board being submitted by Fraternal Order of Police Glacial Lakes Lodge 23;

THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Olivia has determined the off-site gambling premises for the raffle event that is to be held at the Max's Grill, 2425 W Lincoln Avenue, Olivia, Minnesota 56277 by Fraternal Order of Police Glacial Lakes Lodge 23 is within City Limits and is hereby approved with no waiting period by the Olivia City Council.

Adopted by the City Council of the City of Olivia this 6th day of May, 2024.

	Jon Hawkinson, Mayor
ATTEST:	
Jasmine Miller, City Clerk	

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION II	NFORMATION					
Organization Name:		Previous Gambling Permit Number: X-				
Minnesota Tax ID		F	Federal Emp			
Number, if any:		N	Number (FEI	IN), if any:		
Mailing Address:						
City:		State:	Zip:	County:		
Name of Chief Executive	e Officer (CEO):					
CEO Daytime Phone:		CEO Email:	it will be emai	iled to this email address unless othe		
					Twise indicated below)	
NONPROFIT STAT	US					
Type of Nonprofit Organiz	zation (check one):					
Fraternal	Religious	Veterans	-	Other Nonprofit Organization	on	
Attach a copy of one of	f the following showin	g proof of nonpro	ofit status:			
(DO NOT attach a sales t	ax exempt status or fede	eral employer ID nu	mber, as th	ey are not proof of nonprofit stat	tus.)	
Don't have a common MN Secretion St. Paul, IRS income tax of Don't have a common IRS toll free a line of If your organization IRS letter st.	t 1-877-829-5500. national, statewide, o zation falls under a parei showing your parent org r or letter from your pare	tter in your organ of your federal incor or international pa nt organization, atta anization is a nonpi	www.s 651-29 nization's n me tax exen arent nonpr ach copies o rofit 501(c)	npt letter, have an organization or organization or organization (charter)	6767 officer contact the ; and	
Name of premises where (for raffles, list the site w						
Physical Address (do not	_					
Check one:						
City:			Zip:	County:		
				County:		
Date(s) of activity (for ra	iffles, indicate the date o	f the drawing):				
Check each type of gamb	oling activity that your or	ganization will cond	duct:			
Bingo	Paddlewheels	_ Pull-Tabs	Tipboard	ds Raffle		
from a distributor license	ed by the Minnesota Gan ed from another organiza	nbling Control Board tion authorized to c	d. EXCEPTI conduct bing	els, pull-tabs, and tipboards mu ON: Bingo hard cards and bingo Jo. To find a licensed distributor, Do, or call 651-539-1900.	ball selection	

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Signature of City Personnel:

Title:______ Date:_____

Print City Name:

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

COUNTY APPROVAL for a gambling premises located in a township

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name:

Signature of County Personnel:

Title: Date:

TOWNSHIP (if required by the county)

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

Print Township Name: Signature of Township Officer:_____

Date:

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:

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

REQUIREMENTS

Print Name: ___

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

a copy of your proof of nonprofit status; and

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

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

Questions?

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

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

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

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

_____ Date: ____

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

Checklist for Exempt Raffle

•			
Organization Name:	Previous Gambling Permit #:	Date of Raffle Drawing:	
	X-		

INSTRUCTIONS:

- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the Lawful Gambling Manual chapter on raffles; 3) the online class, "Conduct of Raffles"; and 4) the phone number and email address of your county's Compliance Specialist.
- After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After
 answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the
 completed checklist as part of your application to conduct an exempt raffle.

		If tickets will be sold prior to the event,		Conduct
Yes	N/A	mark "Yes" to item #1 and mark "N/A" to items #2 and #3. • If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.		9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
		Tickets are printed in accordance with MN Rule 7861.0310.		10. The method of selection cannot be manipulated or based on the outcome of an event not under the
	Tickets contain the sequential number of the raffle ticket. (349.173) A list of prizes and a statement of other			organization's control. (349.173) 11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173)
		relevant information is made available to ticket purchasers. (349.173)		(7861.0310) 12. Raffle tickets are not sold to or won by persons
Yes	Prizes	Prizes4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)		under age 18. (349.181) (7861.0310)
				13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
		5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)		House Rules
	AT\			14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	Prizes must not consist of lawful gambling equipment including raffle tickets for another		Yes	Post Raffle Conduct
	raff	raffle. (7861.0260)		15. An exempt permit financial report (<i>LG220A</i>) must
		7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not		be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
		exceed \$50,000 in a calendar year. (349.166) Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)		16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
	den			17. Gambling records must be kept for 3½ years. (7861.0310)

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.

Signature:	Musto	dh	Date:	Print Name:
				ı

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

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

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

How You May Spend Gambling Funds

Allowable expenses - Gambling funds may be spent for allowable expenses, such as:

- gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);
- · advertising;
- · printing raffle tickets; or
- any services or goods that are directly related to the conduct of your gambling.

Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):

- to or by 501(c)(3) organization and 501(c)(4) festival organizations;
- relieving the effects of poverty, homelessness, or disability;
- problem gambling programs approved by the Minnesota Department of Human Services;
- public or private nonprofit school;
- scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);
- church;
- recognition of military service (open to public) or active military personnel in need;
- activities and facilities benefiting youth under age 21;
- citizen monitoring of surface water quality, with data submitted to Minnesota PCA;
- unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);
- wildlife management projects or activities that benefit the public-at-large, with DNR approval;
- grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;
- supplies and materials for DNR training and educational programs;
- nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;
- community arts organizations or programs;
- humanitarian service recognizing volunteerism or philanthropy; and
- acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).

How You May Not Spend Gambling Funds

- Controlled contribution An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund.
- 2. **Financial gain -** A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.
- Government An expenditure may not be made for:
 - influencing the nomination or election of a candidate for public office;
 - promoting or defeating a ballot question; or
 - any activity intended to influence an election or a governmental decisionmaking process.
- Law enforcement A direct contribution may not be made to a law enforcement or prosecutorial agency.
- 5. **Pension** A contribution may not be made to a government pension or retirement fund, such as a fire relief association.
- Conflict of interest A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corpo-ration Act, Minnesota Statutes, Section 317A.255.
- 7. **Alcohol -** An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.
- 8. **Fundraising** An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.
- 9. **Other organizations** With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.
- Other contributions A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

A Resolution Acknowledging the Off-Site Gambling Premises Permit Requested by Olivia Firemen's Relief Association. Located within City Limits and Granting Local Approval

WHEREAS, the City of Olivia has been notified Olivia Firemen's Relief Association is planning to hold a raffle event on Saturday, June 1, 2024;

WHEREAS, the State of Minnesota requires an application, from the Minnesota Lawful Gambling Board to be completed for authorization, form LG220;

WHEREAS, the premise location is the Max's Grill, 2425 W Lincoln Avenue, Olivia, Minnesota 56277;

WHEREAS, the Olivia City Council desires to encourage the on-going work of non-profit and community-service organizations within the City;

BE IT RESOLVED the City acknowledges receipt of LG220 Application to Conduct Off-Site Gambling to the State of Minnesota Gambling Control Board being submitted by Olivia Firemen's Relief Association;

THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Olivia has determined the off-site gambling premises for the raffle event that is to be held at the Max's Grill, 2425 W Lincoln Avenue, Olivia, Minnesota 56277 by Olivia Firemen's Relief Association is within City Limits and is hereby approved with no waiting period by the Olivia City Council.

Adopted by the City Council of the City of Olivia this 6th day of May, 2024.

	Jon Hawkinson, Mayor
ATTECT.	
ATTEST:	

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

your county by calling 651-539-1900.	are to opinione requests for expedited service decepted:	
ORGANIZATION INFORMATION		
Organization Name: Olivia Firemens Relief Association	Previous Gambling Permit Number: X	
	Employer ID (FEIN), if any:	
Mailing Address: 1009 West Lincoln Avenue		
City: Olivia State: MN Zip:	56277 County: Renville	
Name of Chief Executive Officer (CEO): Turner Padrnos		
CEO Daytime Phone: 320-522-0812 CEO Email: tjpadrnos@l (permit will be	hotmail.com emailed to this email address unless otherwise indicated below)	
Email permit to (if other than the CEO): oliviafire@olivia.mn.us		
NONPROFIT STATUS		
Type of Nonprofit Organization (check one): Fraternal Religious Veterans	✓ Other Nonprofit Organization	
Attach a copy of one of the following showing proof of nonprofit state	us:	
(DO NOT attach a sales tax exempt status or federal employer ID number, a	s they are not proof of nonprofit status.)	
60 Empire Drive, Suite 100 wv	ecretary of State website, phone numbers: ww.sos.state.mn.us 51-296-2803, or toll free 1-877-551-6767	
IRS income tax exemption (501(c)) letter in your organization Don't have a copy? To obtain a copy of your federal income tax of IRS toll free at 1-877-829-5500.		
IRS - Affiliate of national, statewide, or international parent no		
If your organization falls under a parent organization, attach copies of <u>both</u> of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.		
GAMBLING PREMISES INFORMATION		
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):Max's Grill		
Physical Address (do not use P.O. box): 2425 West Lincoln Avenue		
Check one:		
City: Olivia Zip: 56	County: Renville	
Township: Zip:	County:	
Date(s) of activity (for raffles, indicate the date of the drawing): June 1st		
Check each type of gambling activity that your organization will conduct:		
Bingo Paddlewheels Pull-Tabs Tipb	poards Raffle	
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlet from a distributor licensed by the Minnesota Gambling Control Board. EXCE devices may be borrowed from another organization authorized to conduct the www.mn.gov/ach and click on Distributors under the List of Licensees.	EPTION: Bingo hard cards and bingo ball selection bingo. To find a licensed distributor, go to	

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board) CITY APPROVAL **COUNTY APPROVAL** for a gambling premises for a gambling premises located within city limits located in a township The application is acknowledged with no waiting period. The application is acknowledged with no waiting period. The application is acknowledged with a 30-day waiting The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). 30 days. The application is denied. The application is denied. Print City Name: __ Print County Name: __ Signature of City Personnel: Signature of County Personnel: Title:_____ Date:___ Title: Date: TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or The city or county must sign before deny an application, per Minn. Statutes, section 349.213.) submitting application to the Print Township Name: _ Gambling Control Board. Signature of Township Officer:___ __ Date: __ CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) Print Name: Turner Padrnos REQUIREMENTS MAIL APPLICATION AND ATTACHMENTS Complete a separate application for: Mail application with: · all gambling conducted on two or more consecutive days; or a copy of your proof of nonprofit status; and all gambling conducted on one day. application fee (non-refundable). If the application is Only one application is required if one or more raffle drawings are postmarked or received 30 days or more before the event, conducted on the same day. the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. Financial report to be completed within 30 days after the gambling activity is done: To: Minnesota Gambling Control Board A financial report form will be mailed with your permit. Complete 1711 West County Road B, Suite 300 South and return the financial report form to the Gambling Control Roseville, MN 55113 Board.

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

Your organization must keep all exempt records and reports for

3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

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

Ouestions?

651-539-1900.

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

Call the Licensing Section of the Gambling Control Board at

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

How You May Spend Gambling Funds

Allowable expenses - Gambling funds may be spent for allowable expenses, such as:

- gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);
- advertising;
- · printing raffle tickets; or
- any services or goods that are directly related to the conduct of your gambling.

Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):

- to or by 501(c)(3) organization and 501(c)(4) festival organizations;
- relieving the effects of poverty, homelessness, or disability;
- problem gambling programs approved by the Minnesota Department of Human Services;
- · public or private nonprofit school;
- scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);
- · church;
- recognition of military service (open to public) or active military personnel in need;
- activities and facilities benefiting youth under age 21;
- citizen monitoring of surface water quality, with data submitted to Minnesota PCA;
- unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);
- wildlife management projects or activities that benefit the public-at-large, with DNR approval;
- grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;
- supplies and materials for DNR training and educational programs;
- nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;
- community arts organizations or programs;
- humanitarian service recognizing volunteerism or philanthropy; and
- acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).

How You May Not Spend Gambling Funds

- Controlled contribution An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund
- Financial gain A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.
- Government An expenditure may not be made for:
 - influencing the nomination or election of a candidate for public office;
 - promoting or defeating a ballot question; or
 - any activity intended to influence an election or a governmental decisionmaking process.
- Law enforcement A direct contribution may not be made to a law enforcement or prosecutorial agency.
- Pension A contribution may not be made to a government pension or retirement fund, such as a fire relief association.
- Conflict of interest A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corpo-ration Act, Minnesota Statutes, Section 317A.255.
- Alcohol An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.
- Fundraising An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.
- Other organizations With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.
- Other contributions A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE - Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual*; 3) the online class, "Conduct of Raffles"; and 4) the phone number and email address of your county's Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
	1. Tickets are printed in accordance with MN Rule 7861.0310.
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 i a calendar year. (349.166)
	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
	10. Only cash, personal checks, cashier's checks, money orders, travelers' checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	16. An exempt permit financial report (<i>LG220A</i>) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (<i>349.166</i>)
	BINGO
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

AUTHORIZING SAID MUNICIPALITY TO ZONE AREAS SURROUNDING ITS AIRPORT

WHEREAS, on December 18th, 2023, this municipality passed a resolution authorizing the municipality to create a Joint Airport Zoning Board in cooperation with the Renville County, Troy Township, and City of Olivia; and

WHEREAS, The municipality, on December 4, 2023 and December 5, 2023, mailed a letter to said County and Township, requesting their participation in the creation of said Joint Airport Zoning Board; and

WHEREAS, More than sixty days have passed since said mailing; and

WHEREAS, Renville County has responded; and Troy Township will not participate in the creation of said Board; and

WHEREAS, in such events, Minnesota Statutes Section 360.063, Subdivision 3 authorizes the municipality to adopt, administer and enforce airport zoning regulations for the airport hazard area in question, even if said area is outside of the boundaries of the City of Olivia.

THEREFORE, BE IT RESOLVED By this municipality, as follows:

- 1. That Resolution No. 2023-118 of 2023, dated December 18th, 2023, authorizing the municipality to cooperate with the Township of Troy in the creation of a Joint Airport Zoning Board is hereby rescinded and the appointments to said Board made therein are likewise rescinded.
- 2. That the municipality does hereby authorize its staff to proceed in cooperation with the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, with the preparation of an Airport Zoning Ordinance concerning the airport hazard area surrounding the airport.
- 3. That, in accordance with Minnesota Statutes 360.063 Subdivision 3, this municipality intends to adopt, administer, and enforce airport zoning regulations for the airport hazard area in question.

Adopted by the City Council of the City of Olivia this 6th day of May 2024

		Jon Hawkinson, Mayor
ATTEST:		
-	Jasmine Miller, City Clerk	

City of Olivia 1009 W Lincoln Ave Olivia, Minnesota 56277 320.523.2361 or 320.523.1416 (fax)

E-mail: jmiller@olivia.mn.us

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

BOARD/COMMITTEE APPLICATION FORM

NAME: Jack Carlson	
ADDRESS:	
PHONE:	EMAIL:
APPLICATION DATE: 04/28/202	BOARD/COMMITTEE: Public Utilities Commission
believe is relevant to the position for	and work experience (including as a volunteer) you r which you are applying. e 1975 and have owned Two-Way Communications in
Olivia since 1985. I understand elect	tricity and electronics, but don't have any other
experience in public utilities. I think I	have an ability to learn what I need to and apply
common sense to the commission	n job.
What do you hope to accomplish as	a member of this board/committee?
I want to do research and ask questions	which provide the most
accurate information to the City C	ouncil in order to enable
them to perform their duties.	
Aach Carlson (Signature)	

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

OLIVIA SWIMMING POOL JOINT POWERS AGREEMENT

This joint powers agreement (the "Agreement") is made and entered into effective May 6, 2024, between the City of Olivia, Minnesota (the "City") and Independent School District No. 2534, Minnesota, (the "School District") (collectively referred to as the "Parties.")

WHEREAS, the Parties are authorized by law to provide recreational services and activities to their residents; and

WHEREAS, the Parties are currently providing swimming pool services and activities under an existing joint powers agreement placed into effect on July 1, 2019; and

WHEREAS, the evolving nature of pool operations combined with current financial challenges involving the School District's operating budget have compelled the parties to consider further amending the original agreement established in 2016; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any powers common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and the School District agree as follows:

ARTICLE I GENERAL PURPOSE

The purpose of this Agreement is to allow the City and the School District to work jointly together to provide swimming pool services and activities, to work collaboratively to avoid miscommunication or underrepresentation, to maximize the efficiency of City and School District personnel and to cooperate in the operation of the pool facilities. The Parties wish to establish a joint powers structure to manage the swimming pool facilities consistent with the provisions of this Agreement and 1 Minnesota Statutes, Section 471.59

ARTICLE II JOINT POWERS BOARD

- A. Composition of Joint Powers Board. There is hereby established a joint powers board to be known as the "Pool Board." The Pool Board shall consist of:
 - 1. Two members of the City Council appointed by the Council;
 - 2. Two members of the School Board appointed by the Board.
 - 3. Each entity shall have the option to appoint one or more alternate members of their governing board to serve as their representative to the Pool Board in the event that

one or both of their designated representatives are unable to attend a scheduled meeting of the Pool Board.

- B. Not Employees. Pool Board members shall not be deemed employees of, nor compensated by the Pool Board. The City and the School District acknowledge that it is their sole responsibility to provide all compensation and fringe benefits to their respective employees.
- C. Terms of Pool Board Members. There are no set terms for members of the Pool Board. The representatives from the City Council and School Board shall serve at the discretion of the governing body of their respective organization from which they were appointed. In the event that a pool board member ceases to be a member of the governing body from which they were appointed, their position with the Pool Board shall end at the same time.
- D. Meetings. The Pool Board shall hold meetings as follows:
 - 1. Regular Meetings. The Pool Board shall meet at least quarterly. The schedule of regular meetings may be changed from time to time as deemed necessary by the Pool Board.
 - 2. Special Meetings. Special meetings of the Pool Board may be called by the Chairperson and must be called by the Chairperson upon a written request of two Pool Board members. Business at a special meeting is limited to matters contained in the notice of the special meeting. A special meeting may also be called at the request of the City Council or the School Board.
 - 3. Open Meeting Law. All meetings of the Pool Board shall be held in compliance with Minnesota Open Meeting Law.
- E. Records Retention Policy. The Pool Board shall adopt a records retention policy establishing minimum retention periods for its record in compliance with Minnesota Statutes, Section 138.17.
- F. Data Practices. The Pool Board shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 in regard all data collected, created, received, maintained or disseminated.
- G. Officers. The members of the Pool Board shall elect from its membership a Chairperson, a Vice-Chairperson and a Secretary.
 - 1. Duties of Officers. The Chairperson shall have no more power than any other member of the Pool Board except that the Chair shall act as the presiding officer at all Pool Board meetings, provides guidance to the pool coordinator in regards to day-to- day operations, and may have other duties as assigned from time to time and prescribed by the Pool Board. The Vice-Chairperson shall act as the presiding officer at any Pool Board meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Pool Board. The Secretary shall be

responsible for ensuring that minutes are prepared for all Pool Board meetings. The Secretary shall also keep all books and records of the Pool Board and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Pool Board. The Pool Board may delegate all or part of the Secretary's duties required under this Section to another person.

- 2. Term of Officers. The terms of each officer shall be for one year, beginning on January 1 of each year; however, officers shall continue to serve in their respective positions until their successors are identified and installed. Officers may be elected to successive terms.
- 3. Eligibility. Due to the short-term assumption of a greater portion of pool operational costs by the City, starting in January 2020, the Chairperson shall be selected from one of the two City Council representatives. If a resumption of pool operation costs being divided equally between the School District and the City takes place in the future, this section shall become null and void.
- H. Quorum. A quorum of the Pool Board shall consist of three members who may transact business. If vacancies cause membership of the Pool Board to be less than four members, the Pool Board shall not conduct any business until such time that there are four members of the Pool Board.
- I. Voting. Each member of the Pool Board shall have one vote. All decisions before the Pool Board shall be determined by a simple majority of the members present and voting. Pool Board members may not vote by proxy.
- J. Bylaws. The Pool Board may adopt bylaws governing its operations that are not inconsistent with this Agreement and may amend said bylaws as necessary. The bylaws may provide for committees as the Pool Board deems necessary. Any bylaw or modification shall not be effective until approved by a majority vote of the City Council and the School Board.

ARTICLE III POOL BOARD POWERS

The Pool Board shall have the following duties and powers:

- A. Receipt of Funds. To apply for and receive grants and to accept donations, bequests and contributions from the Parties and non-parties.
- B. Purchasing. To enter into contracts for the purchase and rental of real property and to purchase capital equipment.
- C. Expenses. To incur expenses necessary and incidental to the effectuation of its purposes and consistent with its powers.
- D. Sales. To sell any of its equipment as deemednecessary.

- E. Employees. To employ personnel to carry out the purposes of this Agreement including the hiring and training of a Swimming Pool Coordinator, instructors, life guards, and others as deemed necessary by the Pool Board.
- F. Program Fees. To handle registration, including the receipt of all program fees, which shall be used for pool operation.
- G. Budget. To establish a yearly operating budget and to submit the budget for approval by April 30 of each year in keeping with the School District's fiscal year (July 1 to June 30.)
- H. Insurance. To enter into contracts for the purchase of insurance related to liability, automobiles, property and workers' compensation, if necessary.
- I. Pool Programs. To establish joint swimming pool programs or to make changes to existing programs, including the use and scheduling of swimming pool facilities to prioritize and maximize participation in swimming pool programs and activities throughout the calendar year.
- J. Access to Facilities. To establish protocols, processes and procedures in order to provide access to facilities for School Staff and pool program participants.
- K. Equal Opportunity. To ensure equal access and opportunity for all participants in Pool programs without regard to gender, race, religion, color, age, disability, national origin, sexual orientation or any other status protected by law.
- L. Economization. To recommend to the Parties ways to economize in facility maintenance through the cooperative planning of staff assignments as well as facility utilization.
- M. User Fees. To establish user fees for the Parties' facilities and for participation in swimming pool activities and programs.
- N. Calendar of Events. To maintain a calendar of events setting forth the event, time (including time for set up and take down), location, user-group name and contact phone number, in coordination with School programs and pool use.
- 0. Promotion. To publicize and promote Pool programs.
- P. Facility Use. To adopt policies that will govern and prioritize the use of the pool, its assets and associated facilities (offices, storage *I* equipment rooms, locker rooms, bleachers, etc.)
- Q. Changes. To recommend changes in this Agreement to the Parties.
- R. Implicit Powers. In addition to the above specific powers, the Pool Board shall have those powers implicitly necessary to carry out its duties.

S. Uncertain Powers. If it is not clear whether the Pool Board has the power to perform a certain action or to make a certain decision, the Pool Board shall refrain from acting until such time that it receives authority in writing from both the City Council and the School Board authorizing it to act on the matter.

ARTICLE IV FINANCES

- A. Party Contributions. The Pool Board shall be financed from grants, donations, program fees, and funds & in-kind contributions by the Parties. The following financial contribution formulas and policies shall be established:
 - 1. The City and School District shall both contribute 50% of pool operations costs.
 - 2. The District recognizes that due to the pool being physically attached to the High School building and shares utility connections (water, sewer, electric, gas) which may not be able to be fully and separately measured, the District will still be contributing financial and/or in-kind contributions to maintaining aspects of the physical plant- related elements of pool operations. Furthermore, with the pool's boilers and other equipment, connections and controls (water heaters, pipes, electric services, ventilation controls, etc.) located outside of the pool facility's spaces; it is acknowledged that the District's maintenance personnel will be required to continue to monitor and maintain the pool's boilers and other mechanical systems and connections that contribute to the operation of the pool.
 - 3. Invoices generated by the JPA's fiscal agent for the previous quarter shall be provided by January 15, April 15, July 30 and October 15 of each year. Payments shall be made within 30 days of invoices. Any grants, donations, or income received in any quarter shall be used to offset the required contribution of each Party for the following quarter.
- B. Fiscal Agent. The School District shall serve as the Fiscal Agent for the Pool Board and shall be responsible for the administration of financial and accounting functions for the Pool Board. It is understood that the Pool Board as an entity established by this joint powers agreement is a separate and distinct organization from either the District or the City; and notwithstanding required general accounting practices and procedures, the Pool Board shall be free to establish its own fiscal processes pertaining to payroll, purchase authorizations and other contracts as long as they are established in consultation with the financial staff for the School District. The Fiscal Agent shall be compensated by the Pool Board at a rate mutually agreed upon by the Fiscal Agent and the Pool Board. Pool Board funds shall be maintained in a separate fund by the Fiscal Agent. Funds shall be dispersed by the Fiscal Agent as specifically directed by written resolution of the Pool Board.
- C. Reports and Audits. The Fiscal Agent shall submit a quarterly report to Pool Board, the City and the School District showing any activity related to the funds. The Fiscal Agent shall provide the Board with annual audit reports and other financial records as needed for the Pool Board to monitor its funds.
- D. Inspection. The Pool Board's books, reports and record shall be open to inspection by the Parties at all reasonable times.

ARTICLEV MAINTENANCE OF FACILITIES

- A. Ownership of Facilities. Any facilities currently owned by a Party shall remain owned by that Party. Each Party is responsible for maintaining property insurance on its facilities.
- B. Maintenance. Unless otherwise provided, it is agreed that the Parties each shall maintain their own facilities and equipment which are used by the Pool Board.
- C. Clean Condition. Each Party shall use its best efforts to provide their facilities in a clean, usable condition before an activity commences. The Pool Board shall use its best efforts to ensure that when an activity is over, the facility is left in a condition that is at least as good as when the activity commenced.
- D. Separate Contracts. The City and the School District may enter into a separate contract with one another further defining their specific responsibilities for maintenance and upkeep of the pool facilities and associated areas.
- E. No Alterations. No alteration or changes of any kind shall be made by the Pool Board to a Party's facilities or equipment without the consent of that Party.
- F. Security. The Pool Board recognizes the importance of proper security and shall use its best efforts to ensure that all facilities are locked and secured after events.

ARTICLE VI INSURANCE AND LIABILITY

- A. Liability Coverage. The School District shall maintain liability coverage with a minimum limit equal to the maximum municipal liability limit in Minnesota Statutes, Section 466.04, subd. 1, under standard liability coverage forms. The Pool Board shall reimburse the School District for the proportionate share of the cost of any insurance coverage provided by the School District. Alternatively, the Pool Board may maintain equivalent private liability insurance coverage. Such coverage may be provided through a commercial general liability ("CGL") policy. Such private liability policies must comply with the following requirements.
 - 1. Minimum Limits. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
 - 2. Type of Coverage. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
 - 3. Additional Insured. Each Party, and each Party's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Pool Board activities or operations.

- B. Auto Liability and Property Damage. The Pool Board may in its discretion procure coverage for auto liability and damage to or loss of property. Each Party shall be responsible for damages to or loss of its own equipment that is used for Pool Board activities. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Pool Board or any other Party for damages to or loss of its equipment arising out of participation in or assistance with Pool Board operations or activities, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.
- C. Workers' Compensation Coverage. The School District shall maintain workers' compensation coverage for Pool Board employees. Each Party shall be responsible for injuries to or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel if they participate in or assist in Pool Board operations or activities. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Pool Board or any other Party for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Pool Board operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- D. Defense and Indemnification. The Pool Board agrees to defend and indemnify the Parties for any liability claims arising from Pool Board activities or operations, and decisions of the Pool Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.
- E. Uninsured Liability. Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty or bad faith.
- F. Certificate of Insurance. All insurance policies and certificates required under this Agreement shall be open to inspection by any Party and copies of the policies or certificates shall be submitted to a Party upon written request.

ARTICLE VII TERM OF THE AGREEMENT

- A. Term. This Agreement shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms of this Agreement. The City Council and the School Board shall review this Agreement on an annual basis to ensure that it is meeting the needs of the Parties.
- B. Termination. This Agreement may be terminated at any time by mutual consent of the Parties evidenced by identical resolutions adopted by the governing bodies of each Party.
- C. Rescission. Either Party may rescind this Agreement for any reason by a resolution passed by a majority of either the City Council or the School Board. The Rescission shall not be effective until after six (6) months written notice of the rescission has been given to the other Party. A notice of rescission may be cancelled at any time prior to the effective date of the rescission by Page 7 of 11

notifying the other Party inwriting.

D. Distribution of Funds and Property. Upon termination or rescission of this Agreement, the Pool Board shall provide for distribution of all Pool Board assets in the following manner: (1) property contributed by a Party shall be returned to that Party; (2) any remaining property may be sold or liquidated prior to distribution; and (3) any remaining assets shall be divided in proportion to the contribution of the Parties. If the Parties do not agree on the fair market value of a non-liquid asset, the Pool Board may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive.

ARTICLE VIII DISPUTE RESOLUTION

The City and the School District shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The City and the School District agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between the City and the School District to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Renville County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the School District, and shall continue in that order until one name remains.
- B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

ARTICLE IX GENERAL PROVISIONS

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the City and the School District and contains the entire agreement. Any past practice between the City and the School District is null and void, unless specifically preserved in this Agreement.
- B. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both the City and the School District upon approval of the City Council and the School Board.
- C. New Members. Another governmental unit may be added to this Agreement upon approval of the City Council and the School Board. Once approved, the rights and obligations of the new party shall be set forth in a writing amending this Agreement and the new party shall be fully obligated and bound by the terms of this Agreement, as amended.
- D. Notice. Any notice or statement required to be given under this Agreement shall be considered served and received if delivered personally to the City Administrator or the

School Board's Secretary, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

Notice to the City:
 Mayor and City Administrator City of Olivia
 1009 West Lincoln Avenue Olivia,
 MN 56277

 Notice to the School District: School Board Chair and District Superintendent Independent School District No. 2534 701 South 9th Street Olivia, MN 56277

- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- F. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the City and the School District.
- G. Waivers. The waiver by the City or the School District of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- H. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their governing bodies, caused this
agreement to be executed in accordance with the authority granted in Minnesota Statutes, §
471.59

City of Olivia, Minnesota

The City Council of Olivia,	Minnesota duly	approved this	Agreement of	n the 6th	day of
May 2024.					

Ву:	
	Mayor
. 1	
And:_	
	City Administrator

Independent School District No. 2534. Minnesota

The School Board of Independent School District No. 2534, Minnesota duly approved this Agreement on the____day of May 2024.

ву:	
	Board Chairperson
And:_	
	Superintendent



1950 Trott Ave. SW Willmar, MN 56201 Phone (320) 235-2151 Fax (320) 235-5874

Proposal

000000737

April 29, 2024

Bill To: Location of Work:

OLIVIA PUBLIC LIBRARY 405 10TH STREET S

405 10TH STREET S OLIVIA, MN 56277

OLIVIA, MN 56277

Dear CITY OF OLIVIA,

To keep these mechanical systems operating efficiently, we recommend our periodic Preventative Maintenance Program. We have found this eliminates many unnecessary emergency service calls and prolongs equipment life.

Equipment List

Fall

AHU-LSL111CH AIR HANDLER. 6 – 16X25 FILTER. 2 – B64 BELTS

Tasks Include: CHECK/TIGHTEN ELECTRICAL, CHECK MOTOR AND BLOWER BEARINGS (LUBRICATE AS

REQUIRED), CHECK/CLEAN EVAPORATOR COIL, INSPECT/ADJUST BELTS IF APPLICABLE, INSPECT PULLEY ALIGNMENT ON BELT DRIVEN UNITS, INSPECT FAN ASSEMBLY FOR VIBRATION, INSPECT AIR FILTERS (REPLACEMENT IS EXTRA UNLESS LISTED), GENERAL

CLEANING OF THE UNIT.

BLR-PFG8PIN (SERIES 6) BOILER

Tasks Include: VISUAL INSPECTION OF VENTING AND ACCESSIBLE WATER/STEAM PIPING, CHECK/ADJUST

EXPANSION TANK LEVEL (HOT WATER SYSTEMS ONLY), CHECK VENTING FOR PROPER DRAFT, CHECK OPERATION OF COMBUSTION AIR AND INTERLOCKS, CHECK/ADJUST INLET AND MANIFOLD GAS PRESSURE, INSPECT/TIGHTEN ELECTRICAL CONNECTIONS, CLEAN AND ADJUST PILOT BURNER, CLEAN AND ADJUST MAIN BURNER (AS APPLICABLE), CLEAN FLAME

SENSOR/SCANNER, ADJUST AIR FUEL MIXTURE, CHECK OPERATION AND SAFETIES,

COMPLETE COMBUSTION ANALYSIS.

FRN-AUX120C960B1 GAS FURNACE. 4 – 16X20

Tasks Include: CHECK/TIGHTEN ELECTRICAL CONNECTIONS, CHECK CONTROLS AND SAFETIES FOR PROPER

OPERATION, CHECK PILOT BURNER FOR PROPER OPERATION, CHECK/CLEAN BURNERS FOR PROPER OPERATION, PERFORM COMBUSTION ANALYSIS, CHECK FOR PROPER DRAFT, CHECK FOR PROPER GAS PRESSURE, INSPECT/ADJUST BELTS IF APPLICABLE, INSPECT PULLEY

ALIGNMENT ON BELT DRIVEN UNITS, INSPECT FAN ASSEMBLY FOR VIBRATION, INSPECT AIR FILTERS (REPLACEMENT IS EXTRA UNLESS LISTED), GENERAL CLEANING OF THE UNIT.

HMD-UNKNOWN HUMIDIFIER

Page 1 4/29/2024



Proposal

0000000737

1950 Trott Ave. SW Willmar, MN 56201 Phone (320) 235-2151 Fax (320) 235-5874

Tasks Include: CHECK/TIGHTEN ELECTRICAL CONNECTIONS, TEST CONTROLS AND SAFETIES, CHECK

OPERATION OF FILL AND DRAIN VALVES, CLEAN DRAIN LINES, CHECK/TEST CONTACTOR AND

RELAY OPERATION.

TR-Unknown TRUCK

Tasks Include:

Total for the Fall season

\$645.00

Spring

AC-7C0060A300AO A/C SYSTEM. 6 – 16X25 FILTER
AC-TTA180B300CB A/C SYSTEM. 4 – 16X20 FILTER

Tasks Include: CHECK/TIGHTEN ELECTRICAL CONNECTIONS, INSPECT CONTACTORS AND RELAYS AS

APPLICABLE, CHECK CRANKCASE HEATER OPERATION, CHECK CONDENSER FAN MOTOR OPERATION (LUBRICATE AS REQUIRED), INSPECT FAN BLADES FOR VIBRATION AND CRACKS,

CLEAN CONDENSER COIL, CHECK FREON CHARGE, GENERAL CLEANING OF UNIT.

AHU-LSL111CH AIR HANDLER.

Tasks Include: CHECK/TIGHTEN ELECTRICAL, CHECK MOTOR AND BLOWER BEARINGS (LUBRICATE AS

REQUIRED), CHECK/CLEAN EVAPORATOR COIL, INSPECT/ADJUST BELTS IF APPLICABLE, INSPECT PULLEY ALIGNMENT ON BELT DRIVEN UNITS, INSPECT FAN ASSEMBLY FOR VIBRATION, INSPECT AIR FILTERS (REPLACEMENT IS EXTRA UNLESS LISTED), GENERAL

CLEANING OF THE UNIT.

TR-Unknown TRUCK

Total for the Spring season

\$589.00

This contract includes the following:

Filters, Belts

This contract excludes the following:

After Hour Labor, Third Party Fees from Service Channel Vendors

Hourly Labor Rate:

Regular Time 8:00am to 5:00pm - \$99.00 per hour. Overtime Rate - \$148.50. All service and maintenance tasks and non-emergency repair or replacement will be performed during company's normal business hours. Normal business hours are Monday through Friday 8:00am to 5:00pm. Services rendered outside normal business hours or on Holidays, shall be provided at one and a half times our normal rate.

AGREEMENT TERMS:

The Term of this Agreement shall commence on the Effective Date hereof and continue until 4/28/2027 unless this Agreement has been terminated as provided herein. This agreement may be cancelled by either party at any time with a 30-day written notice. No cancellation fee shall apply.

Page 2 4/29/2024



Proposal

000000737

1950 Trott Ave. SW Willmar, MN 56201 Phone (320) 235-2151 Fax (320) 235-5874

incerely
Λike Stueve
ervice Manager
acceptance of Proposal:
y my signature below, I certify that I have read and agree to the provisions set forth in this agreement and am duly uthorized to bind above Company to such provisions.
Signature:
Date Of Acceptance:

Page 3 4/29/2024



		Purchase material for 2024 pro	-
-8		r drendse material for 2024 pre),cct
De ₁	partment:Electri	ic	
Nai	ne & Signature:	Troy Fuoss	
#	Item	Purpose	Amount
1	600 amp elbows		\$8299.06
2	Switch		\$30,671.00
3			
4			
5			
Bud	get Impact:		
ltem	s are budgeted for and	go into inventory for 2024 under	grounding project.
	ion Requested / Re	commended:	
	Approval		

PURCHASE ORDER

		PUK	CHASE			
	ACCOUNT CO	ODE	AMOUNT	OFFI	CE USE ONLY	VOICE NO.
640	49550					
Attn:	Office of City Ad 1009 West Lin Dlivia, MN 5627 Phone: 320-523	lministrator coln 7-1292	P.O. Number Mu All Invoices, SI Packages, And C	hipping Papers,	DATE OF P.O. VENDOR NUMBER DATE PAID CHECK NUMBER	12494
DATE REQUIRED		SHIPPED VIA	TERMS		DEPARTMENT	
CODE	QUANTITY		DESCRIPTION		UNIT PRICE	TOTAL
Inv	18	hichards	600 amp e	loous	461.07	8299,20
Inv)	Federal Pa	nafic PSEI	Lswitch		30,671.0
		*1				
3				Sales Tax		-

Dept. Head

TOTAL

B 38,970.26

WHITE: Office - YELLOW: Department

Administration



MEMORANDUM

TO: Elizabeth Torkelson, City Administrator

City of Olivia, Olivia, MN

FROM: Adinda Van Espen

DATE: April 26, 2024

RE: Construction Contract Award Recommendation

SEH No. OLIVA 176422

PROJECT SCOPE:

Competitive quotes were solicited for the 2024 Airfield Pavement Crack Seal project and the 2024 Pavement Micro Milling project at the Olivia Regional Airport. The crack seal project includes joint and crack sealing of the bituminous pavements at the airport including the runway, the taxiway, the apron, and the taxilanes. The micro milling project includes milling in front of a hangar to improve drainage.

Quote RESULTS – 2024 Airfield Pavement Crack Seal:

On Tuesday, April 23, 2024, contractors submitted quotes for the 2024 Airfield Pavement Crack Seal project. The Engineer's estimate for the total project including alternates was \$85,450. Three (3) quotes were received, with the results as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total Cost
Struck & Irwin Paving, Inc.	\$31,341.00	\$11,000.00	\$2,000.00	\$1,700.00	\$46,041.00
Fahrner Asphalt Sealers	\$37,100.00	\$13,420.00	\$2,380.00	\$2,034.00	\$54,934.00
ASTECH	\$52,100.00	\$17,600.00	\$3,200.00	\$2,720.00	\$75,620.00
Engineer's Estimate	\$54,000.00	\$23,500.00	\$4,300.00	\$3,650.00	\$85,450.00

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputation, it is our recommendation that the City of Olivia award the 2024 Airfield Pavement Crack Seal project to Struck and Irwin Paving, Inc.

In reliance on our experience with the contractors and information provided with the quote package, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Quote RESULTS - 2024 Pavement Micro Milling:

On Tuesday, April 23, 2024, contractors submitted quotes for the 2024 Pavement Micro Milling project. The Engineer's estimate for the project was \$13,000. The quote package was sent to three (3) contractors but only one (1) quote was received, with the results as follows:

Contractor	Bid Amount
Allstates Pavement Recycling & Stabilization	\$15,767.50

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputation, it is our recommendation that the City of Olivia award the 2024 Pavement Micro Milling project to Allstates Pavement Recycling & Stabilization.

In reliance on our experience with the contractors and information provided with the quote package, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for the project:

TOTAL PROJECT COSTS (APPROX):	\$ 90,608.50
2024 Pavement Micro Milling (Allstates Pavement Recycling & Stabilization)	\$ 15,767.50
2024 Airport Pavement Crack Seal (Struck and Irwin Paving, Inc)	\$ 46,041.00
Engineering & Construction Administration (SEH)	\$ 28,800.00

The engineering and construction administration cost (\$28,800) was previously approved and is already under grant (\$27,360 MnDOT share; \$1,440 local share). A grant amendment will be requested to cover the construction portion of this project (\$58,718.08 MnDOT share; \$3,090.43 local share).



TABULATION OF BIDS

2024 Airfield	Pavement Crack Seal			Engineer's Estim	ate	Struck & Irwin Pa	aving	Fanrer Asphalt S	ealers, LLC	ASTECH Corp.	
Olivia Regio	ivia Regional Airport			7219 Gene Street 6		6615 US Hwy 12W		PO Box 1025			
SEH No.: OL	EH No.: OLIVA 176422					DeForest, WI 53532		Eau Claire, WI 54703		St. Cloud, MN 56302	
Bid Date: 2:0	0 p.m., Tuesday, April 23, 2024			\$85,450.00		\$46,041.00		\$54,934.00		\$75,620.00	
Item No.	ltem	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid											
GENERAL	Traffic Provisions / Airport Security / Phasing	LS	1	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$250.00	\$250.00	\$10,000.00	\$10,000.00
01 71 13	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
01 55 15	Maintenance and Restoration of Haul Road	LS	1	\$500.00	\$500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$500.00	\$500.00
P-605-5.1	Crack Seal (Route and Seal)	LF	4000	\$2.00	\$8,000.00	\$1.00	\$4,000.00	\$1.52	\$6,080.00	\$1.60	\$6,400.00
P-605-5.2	Joint Repair (Reseal)	LF	8000	\$2.25	\$18,000.00	\$1.00	\$8,000.00	\$0.97	\$7,760.00	\$1.60	\$12,800.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Filler	LB	2000	\$3.50	\$7,000.00	\$5.75	\$11,500.00	\$3.46	\$6,920.00	\$2.25	\$4,500.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Sealant	LB	4000	\$3.25	\$13,000.00	\$0.01	\$40.00	\$3.21	\$12,840.00	\$2.60	\$10,400.00
BASE BID TO	OTAL BID PRICE	•	•	\$54,	000.00	\$31,	341.00	\$37,	100.00	\$52,	100.00
Alternate 1 -	Taxiway (Priority 2)										
P-605-5.1	Crack Seal (Route and Seal)	LF	5000	\$2.00	\$10,000.00	\$1.00	\$5,000.00	\$1.52	\$7,600.00	\$1.60	\$8,000.00
P-605-5.2	Joint Repair (Reseal)	LF	6000	\$2.25	\$13,500.00	\$1.00	\$6,000.00	\$0.97	\$5,820.00	\$1.60	\$9,600.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Filler	LB	0	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Sealant	LB	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ALTERNATE	1 TOTAL BID PRICE	- I		\$23,	500.00	\$11,	000.00	\$13,	420.00	\$17,600.00	
Alternate 2 -	Apron (Priority 3)										
P-605-5.1	Crack Seal (Route and Seal)	LF	800	\$2.00	\$1,600.00	\$1.00	\$800.00	\$1.52	\$1,216.00	\$1.60	\$1,280.00
P-605-5.2	Joint Repair (Reseal)	LF	1200	\$2.25	\$2,700.00	\$1.00	\$1,200.00	\$0.97	\$1,164.00	\$1.60	\$1,920.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Filler	LB	0	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Sealant	LB	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ALTERNATE	2 TOTAL BID PRICE	I		\$4,3	300.00	\$2,0	00.00	\$2,3	80.00	\$3,2	00.00
Alternate 3 -	Taxilanes (Priority 4)										
P-605-5.1	Crack Seal (Route and Seal)	LF	700	\$2.00	\$1,400.00	\$1.00	\$700.00	\$1.52	\$1,064.00	\$1.60	\$1,120.00
P-605-5.2	Joint Repair (Reseal)	LF	1000		\$2,250.00	\$1.00	\$1,000.00	\$0.97	\$970.00	\$1.60	\$1,600.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Filler	LB	0	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32 11 23	2 Part Crack Repair - (Clean, Fill, Seal) Sealant	LB	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	3 TOTAL BID PRICE				550.00		700.00		34.00	· ·	20.00
				1 70,0		1 7.,.		1 72,0		I +=,.	
TOTAL BI	D PRICE (BASE BID + ALTERNATES)				\$85,450.00		\$46,041.00		\$54,934.00		\$75,620.00
	S. H. S. L. S. L. S. L.				Ψου, πουίου		Ψ-10,0-1100		Ψυ-1,00-1.00		Ψ1 0,020.00

Short Elliott Hendrickson Inc.



TABULATION OF BIDS

2024 Pavement Micro Milling					ate	Allstates Pavement Recycling & Stabilization		
Olivia Regional Airport						14280 James Road		
SEH No.: OLIVA 176422						Rogers, MN 55374		
Bid Date: 2:0	0 p.m., Tuesday, April 23, 2024			\$13,000.00		\$15,767.50		
			Est.					
Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	
01 71 13	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$6,900.00	\$6,900.00	
01 55 15	Maintenenacne and Restoration of Haul Road	LS	1	\$1,000.00	\$1,000.00	\$1,815.00	\$1,815.00	
32 01 16	Micromill Bituminous Pavement (To Drain)	SY	350	\$20.00	\$7,000.00	\$20.15	\$7,052.50	
TOTAL BID PRICE					\$13,000.00	\$15,767.50		

Short Elliott Hendrickson Inc. Page 1 of 1

Quote Tabulation

Project Title: 2024 Airfield Pavement Crack Seal

Airport Name: Olivia Regional Airport

Quotes Due: 2:00 P.M., Tuesday, April 23, 2024

Engineer's Estimate: \$84,450.00 (Base Bid = \$54,000, Alt 1 = \$23,500, Alt 2 = \$4,300,

Alt 3 = \$3,650)

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	<u>Total</u>
Struck & Irwin Paving	\$31,341.00	\$11,000.00	\$2,000.00	\$1,700.00	\$46,041.00
Fahrner Asphalt Sealers	\$37,100.00	\$13,420.00	\$2,380.00	\$2,034.00	\$54,934.00
ASTECH Corporation	\$52,100.00	\$17,600.00	\$3,200.00	\$2,720.00	\$75,620.00
Paragon Paving		N	o Quote Provid	led	

5/01/2024 9:36 AM CHECK RECONCILIATION REGISTER

COMPANY: 999 - Pooled Cash Fund

10100

10100

10100

10100

ACCOUNT: 10100 Pooled Cash

Bank Draft, Check, EFT STATEMENT: 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 VOIDED DATE: STATUS: All AMOUNT: FOLIO: All 0.00 THRU 999,999,999.99 000000 THRU 999999 CHECK NUMBER: --DATE-- --TYPE-- NUMBER ------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE ACCOUNT BANK DRAFT: ______ 10100 4/03/2024 BANK-DRAFT001774 Renville Sibley Coop Pow. 51.42CR OUTSTND A 0/00/0000 10100 4/12/2024 BANK-DRAFT001777 American Bank 13,769.91CR OUTSTND A 0/00/0000 10100 4/12/2024 BANK-DRAFT001778 MN Department of Revenue 2,928.16CR OUTSTND A 0/00/0000 10100 4/12/2024 BANK-DRAFT001779 PERA 13,195.76CR OUTSTND A 0/00/0000 384.62CR OUTSTND A 4/12/2024 BANK-DRAFT001780 Olivia, City of 0/00/0000 10100 10100 4/12/2024 BANK-DRAFT001781 HealthEquity, Inc. 4,381.21CR OUTSTND A 0/00/0000 10100 4/12/2024 BANK-DRAFT001782 MassMutual Retirement Services 225.00CR OUTSTND A 0/00/0000 12,684.00CR OUTSTND G 4/15/2024 BANK-DRAFT041524 March general sales tax 10100 0/00/0000 10100 4/15/2024 BANK-DRAFT041525 Liquor March sales tax 8,441.00CR OUTSTND G 0/00/0000 4/17/2024 BANK-DRAFT001783 CardConnect 1,967.39CR OUTSTND A 0/00/0000 10100 4/17/2024 BANK-DRAFT001784 Casey's Business MasterCard 10100 3,989.94CR OUTSTND A 0/00/0000 4/17/2024 BANK-DRAFT001785 CenterPoint Energy 10100 1,805.95CR OUTSTND A 0/00/0000 3,012.12CR OUTSTND A 4/17/2024 BANK-DRAFT001786 Global Payments/OpenEdge 10100 0/00/0000 4/17/2024 BANK-DRAFT001787 US Bank Purchasing Card Progra 10100 6,778.38CR OUTSTND A 0/00/0000 10100 4/26/2024 BANK-DRAFT001788 American Bank 15,369.31CR OUTSTND A 0/00/0000 4/26/2024 BANK-DRAFT001789 MN Department of Revenue 3,060.61CR OUTSTND A 0/00/0000 10100 10100 4/26/2024 BANK-DRAFT001790 PERA 11,503.61CR OUTSTND A 0/00/0000 10100 4/26/2024 BANK-DRAFT001791 Olivia, City of 384.62CR OUTSTND A 0/00/0000 4/26/2024 BANK-DRAFT001792 HealthEquity, Inc. 9,803.76CR OUTSTND A 10100 0/00/0000 4/26/2024 BANK-DRAFT001793 MassMutual Retirement Services 10100 225.00CR OUTSTND A 0/00/0000 10100 4/26/2024 BANK-DRAFT001794 AFLAC 125.94CR OUTSTND A 0/00/0000 10100 4/26/2024 BANK-DRAFT001795 Colonial Life Insurance 478.88CR OUTSTND A 0/00/0000 ______ CHECK: 4/03/2024 CHECK 067598 Amaril Uniform Company 10100 490.36CR OUTSTND A 0/00/0000 10100 4/03/2024 CHECK 067599 Amazon Capital Services, Inc. 593.93CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067600 Balderston, Neil 10100 2,510.19CR OUTSTND A 0/00/0000 57.88CR OUTSTND A 10100 4/03/2024 CHECK 067601 CenturyLink Business Service 0/00/0000 10100 4/03/2024 CHECK 067602 Chappell Central, Inc. 2,363.36CR OUTSTND A 0/00/0000 10100 4/03/2024 CHECK 067603 Cintas Corporation 161.00CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067604 Grizzly Supply, Inc. 10100 23.96CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067605 H & L Stationery & Supply 323.00CR OUTSTND A 10100 0/00/0000 4/03/2024 CHECK 067606 Hawkins Inc. 10100 4,716.39CR OUTSTND A 0/00/0000 10100 4/03/2024 CHECK 067607 J Berg Sales & Service Inc. 71.89CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067608 JT Services 5,230.20CR OUTSTND A 0/00/0000 10100 10100 4/03/2024 CHECK 067609 Kandiyohi Power Cooperative 4,411.89CR OUTSTND A 0/00/0000 10100 4/03/2024 CHECK 067610 Kibble Equipment, Inc. 39,900.00CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067611 Locators & Supplies, Inc. 10100 269.90CR OUTSTND A 0/00/0000 10100 4/03/2024 CHECK 067612 Mac's Inc (BlueTarp Financial, 370.29CR OUTSTND A 0/00/0000 4/03/2024 CHECK 067613 Marco Inc. 219.75CR OUTSTND A 0/00/0000 10100

067614 Marco, Inc.

067617 MFSCB

4/03/2024 CHECK 067615 Marco, Inc.

4/03/2024 CHECK 067616 Menards

4/03/2024 CHECK

4/03/2024 CHECK

PAGE:

4/01/2024 THRU 4/30/2024

0/00/0000 THRU 99/99/9999

CHECK DATE:

CLEAR DATE:

3,000.00CR OUTSTND A

2,981.73CR OUTSTND A

327.00CR OUTSTND A

325.97CR OUTSTND A 0/00/0000

0/00/0000

0/00/0000

0/00/0000

CHECK RECONCILIATION REGISTER

5/01/2024 9:36 AM PAGE: 2 COMPANY: 999 - Pooled Cash Fund CHECK DATE: 4/01/2024 THRU 4/30/2024 ACCOUNT: 10100 Pooled Cash CLEAR DATE: 0/00/0000 THRU 99/99/9999 Bank Draft, Check, EFT 0/00/0000 THRU 99/99/9999 TYPE: STATEMENT:

STATUS: All VOIDED DATE: 0/00/0000 THRU 99/99/9999 AMOUNT: 0.00 THRU 999,999,999.99 FOLIO: All CHECK NUMBER: 000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ---AMOUNT--- STATUS FOLIO CLEAR DATE

40405	. / /	0.0=				_	0 /00 /
10100	4/03/2024 CHECK	067618	Mike's Small Engine Center, In	57.15CR	OUTSTND	Α	0/00/0000
10100	4/03/2024 CHECK	067619	Next Step Creativity	120.00CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067620	Pitney Bowes Inc.	561.81CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067621	Redwood Valley Technical Solut	80.00CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067622	Short Elliot Hendrickson Inc.	45,298.53CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067623	Sigurdson, Richard	543.20CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067624	Total Glass, Inc.	998.70CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067625	Utility Consultants, Inc.	883.45CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067626	Vision Systems & Cons Inc	279.85CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067627	Vivid Image, Inc.	1,200.00CR	OUTSTND	A	0/00/0000
10100	4/03/2024 CHECK	067628	WESCO Distribution Inc.	5,125.00CR	OUTSTND	A	0/00/0000
10100	4/04/2024 CHECK	067641	BOLD Area Baseball Assoc	250.00CR	OUTSTND	A	0/00/0000
10100	4/04/2024 CHECK	067642	Southern Glazer's of MN	6,126.90CR	OUTSTND	A	0/00/0000
10100	4/04/2024 CHECK	067643	Viking Beverages	9,388.62CR	OUTSTND	A	0/00/0000
10100	4/04/2024 CHECK	067644	Viking Coca-Cola Bottling	446.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067645	Adult Client Training Services	1,155.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067646	Alex Air Apparatus 2, LLC	1,389.15CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067647	Amaril Uniform Company	215.36CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067648	Amazon Capital Services, Inc.	511.91CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067649	Anderson, Larson, Klaassen, Dahla	6,194.91CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067650	Artisan Beer Company	168.00CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067651	B & D Market	144.06CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067652		3,289.28CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067653	Central Hydraulics, Inc	562.90CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067654	Central McGowan, Inc	45.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067655	CenturyLink Business Service	336.12CR	OUTSTND	А	0/00/0000
10100	4/17/2024 CHECK	067656	Cintas Corporation	161.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067657	Customized Fire Rescue Trainin	1,050.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067658	Dinges Partners Group LLC	396.46CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067659	Dooley's Petroleum Inc	295.18CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067660	Ferguson Waterworks, Inc.	1,397.12CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067661	Gordy Serbus & Sons LLC	1,053.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067662	Hawkins Inc.	6,207.01CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK		Jahnke Water Inc.	95.50CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067664	John Deere Financial	41.65CR	OUTSIND	A	0/00/0000
			Johnson Bros-St. Paul				
10100 10100	4/17/2024 CHECK	067665 067666		1,399.07CR 300.00CR	OUTSTND	A	0/00/0000
	4/17/2024 CHECK		Lowell Mages		OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067667	Margo Inc.	2,885.23CR	OUTSTND	A n	0/00/0000
10100	4/17/2024 CHECK	067668	Marco, Inc.	40.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067669	Marco, Inc.	745.93CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067670	Menards	260.35CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067671	Mike's Small Engine Center, In	157.71CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067672	Minnesota UI Fund	1,145.00CR	OUTSTND	A	0/00/0000
10100	4/17/2024 CHECK	067673	MN Life Insurance Company	298.70CR	OUTSTND	Α	0/00/0000

5/01/2024 9:36 AM CHECK RECONCILIATION REGISTER PAGE: COMPANY: 999 - Pooled Cash Fund CHECK DATE: 4/01/2024 THRU 4/30/2024 ACCOUNT: 10100 Pooled Cash CLEAR DATE: 0/00/0000 THRU 99/99/9999 Bank Draft, Check, EFT STATEMENT: 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 VOIDED DATE: STATUS: All AMOUNT: FOLIO: All 0.00 THRU 999,999,999.99 000000 THRU 999999 CHECK NUMBER: --DATE-- --TYPE-- NUMBER ------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE ACCOUNT CHECK: ______ 10100 4/17/2024 CHECK 067674 VOID CHECK 0.00 OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067675 NAPA Auto Parts 416.21CR OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067676 Olivia Hospital & Clinic 94.00CR OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067677 Olivia Machine Shop Inc. 140.46CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067678 Olivia Tire & Service Inc. 892.00CR OUTSTND A 0/00/0000 10100 10100 4/17/2024 CHECK 067679 Phillips St. Paul 1,444.92CR OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067680 PT Mac, Inc. 798.30CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067681 Ren Co Administration 437.57CR OUTSTND A 10100 0/00/0000 10100 4/17/2024 CHECK 067682 Ren Co Auditor/Treas 43,165.34CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067683 Ren Co Recorder's Office 46.00CR OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067684 Renco Publishing Inc. 10100 124.70CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067685 Roberts, Ceinwen 10100 130.72CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067686 Schmoll's Welding Inc. 185.31CR OUTSTND A 10100 0/00/0000 4/17/2024 CHECK 067687 Sheldon's Pit Stop 10100 55.42CR OUTSTND A 0/00/0000 306.14CR OUTSTND A 0/00/0000

10100 4/17/2024 CHECK 067688 Staples Business Advantage 4/17/2024 CHECK 067689 Streicher's

4/26/2024 CHECK 067697 Blue Cross Blue Shield of Minn

4/26/2024 CHECK 067705 Madison National Life Ins Co,

4/26/2024 CHECK 067698 VOID CHECK

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4/17/2024 CHECK 067690 Tersteeg Transport, Inc. 10100 750.09CR OUTSTND A 0/00/0000 10100 4/17/2024 CHECK 067691 Torkelson's Lock Service 1,754.00CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067692 Tyler Technologies, Inc. 2,170.30CR OUTSTND A 10100 0/00/0000 4/17/2024 CHECK 067693 Valley Elec of Olivia Inc 184.54CR OUTSTND A 10100 0/00/0000 4/17/2024 CHECK 067694 VANDIEST Supply Company 10100 1,095.50CR OUTSTND A 0/00/0000 4/17/2024 CHECK 067695 Verizon Wireless 10100 804.99CR OUTSTND A 0/00/0000

4/17/2024 CHECK 067696 West Central Roofing Contracto 119,434.39CR OUTSTND A

1,523.99CR OUTSTND A

86.96CR OUTSTND A

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10100 4/26/2024 CHECK 067699 BlueCross BlueShield of MN - H 24,706.27CR OUTSTND A 0/00/0000 4/26/2024 CHECK 067700 VOID CHECK 10100 0.00 OUTSTND A 0/00/0000 4/26/2024 CHECK 067701 VOID CHECK 0.00 OUTSTND A 0/00/0000 10100 10100 4/26/2024 CHECK 067702 VOID CHECK 0.00 OUTSTND A 0/00/0000 10100 4/26/2024 CHECK 067703 VOID CHECK 0.00 OUTSTND A 0/00/0000 4/26/2024 CHECK 067704 Law Enforcement Labor Services 10100 282.00CR OUTSTND A 0/00/0000

4/26/2024 CHECK 067706 VOID CHECK 10100 0.00 OUTSTND A 0/00/0000 4/26/2024 CHECK 067707 MN Life Insurance Company 10100 324.90CR OUTSTND A 0/00/0000 4/26/2024 CHECK 067708 VOID CHECK 0.00 OUTSTND A 0/00/0000 10100 10100 4/30/2024 CHECK 067709 US Postal Service 833.92CB OUTSTND A 0/00/0000

EFT: ______ 10100 4/04/2024 EFT 000761 Gopher State One-Call 16.20CR OUTSTND A 0/00/0000 4/04/2024 EFT 000762 Department of Energy 49,492.21CR OUTSTND A 0/00/0000 10100 000763 CenturyLink 10100 4/04/2024 EFT 999.38CR OUTSTND A 0/00/0000 10100 4/05/2024 EFT 000764 MN Municipal Power Agency 83,578.62CR OUTSTND A 0/00/0000 10100 4/05/2024 EFT 000765 TOW Dist Corp 12,824.06CR OUTSTND A 0/00/0000 000766 Bellboy Corporation 10100 4/05/2024 EFT 1,481.63CR OUTSTND A 0/00/0000

5/01/2024 9:36 AM CHECK RECONCILIATION REGISTER PAGE: 4
COMPANY: 999 - Pooled Cash Fund CHECK DATE: 4/01/2024 THRU 4/30/2024

ACCOUNT: 10100 Pooled Cash

TYPE: Bank Draft, Check, EFT

STATUS: All FOLIO: All

Pooled Cash

CLEAR DATE: 0/00/0000 THRU 99/99/9999

meck, EFT

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------ STATUS FOLIO CLEAR DATE

EFT:								
10100	4/05/2024 EFT	000767	Dahlheimer Beve	rage LLC	11,501.08CR	OUTSTND	Α	0/00/0000
10100	4/18/2024 EFT	000772	Power System En	g., Inc.	2,943.75CR	OUTSTND	A	0/00/0000
10100	4/18/2024 EFT	000773	VIA Actuarial S	Solutions	2,500.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCO	DUNT 10100		CHECK	TOTAL:	374,703.98CR			
			DEPOSIT	TOTAL:	0.00			
			INTEREST	TOTAL:	0.00			
			MISCELLANEOUS	TOTAL:	0.00			
			SERVICE CHARGE	TOTAL:	0.00			

EFT TOTAL:
BANK-DRAFT TOTAL:

TOTALS FOR Pooled Cash Fund CHECK TOTAL: 374,703.98CR

DEPOSIT TOTAL: 0.00

INTEREST TOTAL: 0.00

MISCELLANEOUS TOTAL: 0.00

SERVICE CHARGE TOTAL: 0.00

EFT TOTAL: 165,336.93CR

BANK-DRAFT TOTAL: 114,566.59CR

165,336.93CR 114,566.59CR

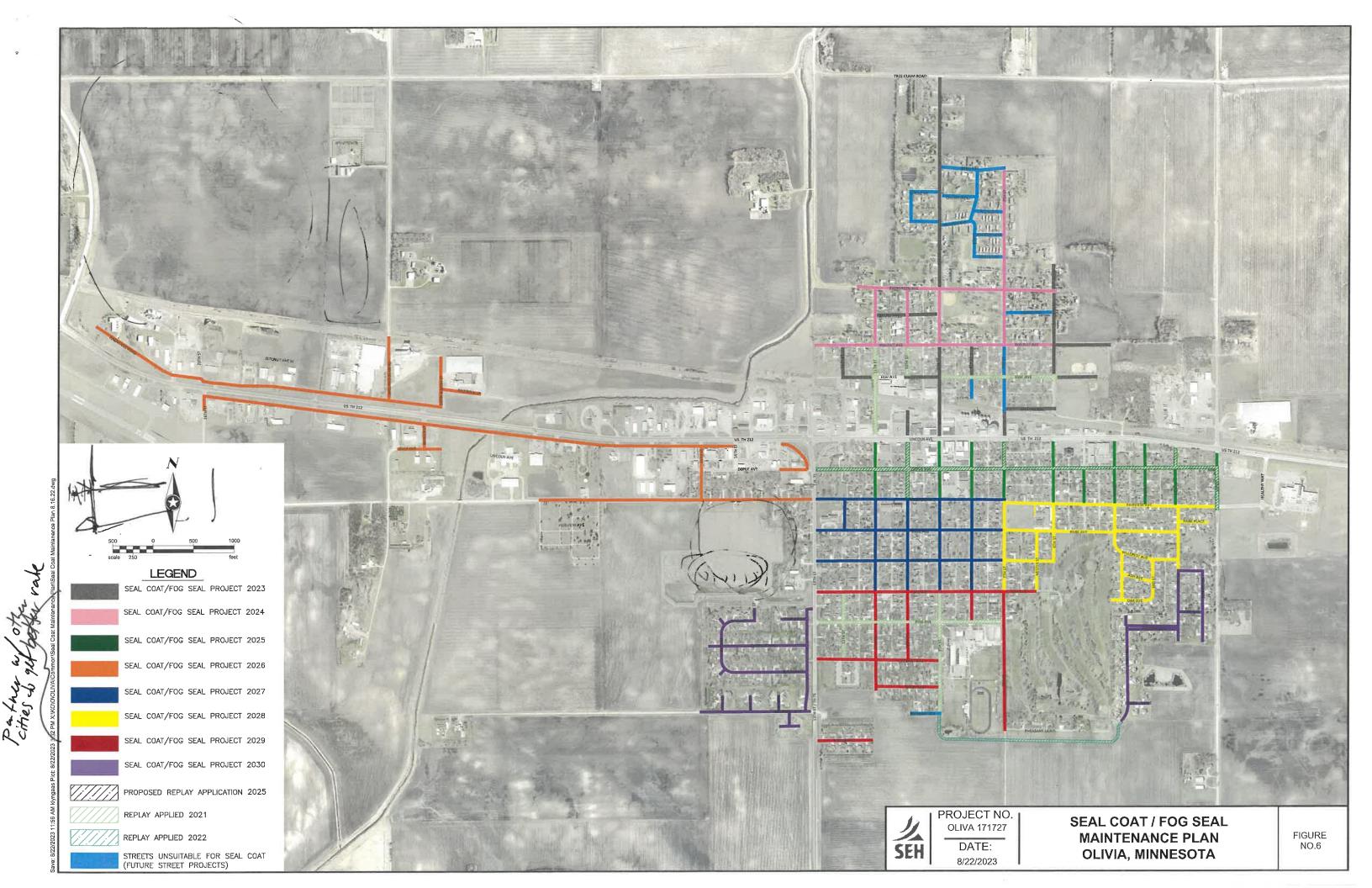
Olivia City Council,

This letter is in regards to the building purchased from the city by Mr. Ben Fischer. It has been brought to my attention that he no longer plans on using the building and approached me to see if our association would have a use for it. The baseball association would like to turn the building into a year round field house utilized for multiple purposes. However, our resources are limited and it will take time and coordination for our vision to become a reality.

I plan to come to the next city council meeting to discuss the issue and will have the following questions/topics

- 1- does the city want the building removed or could it be remodeled where it is
- 2- would the city be open to an agreement with our association similar to what we have in Bird Island where the city owns/ insures the property and the association manages/maintains the property.
- 3- would the city prefer the building be moved to Bird Island and be done with it.

Please feel free to call me with any questions Sincerely, Mike Nagel - BOLD baseball association president 320-894-6149









DENOTES SEAL COAT AND FOG SEAL GENERAL NOTES

> CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL. CONTRACTOR SHALL COORDINATE SEAL COAT WITH CITY CRACK FILLING OPERATIONS.

CITY SHALL COMPLETE ROUTING AND CRACK FILLING OPERATIONS BEFORE SEAL COAT WORK BEGINS.

CONTRACTOR TO COMPLETE PRE-SWEEP AND POST-SWEEP

CONTRACTOR SHALL APPLY FOG SEAL TO ALL SEAL COATED AREAS, AFTER SWEEPING AND BEFORE PLACEMENT OF PERMANENT PAVEMENT MARKINGS.

CONTRACTOR TO REMOVE SURPLUS AGGREGATE FROM ROADWAY SURFACE WITHIN 7 DAYS AFTER APPLICATION.

ALL SURPLUS AGGREGATE REMOVED IN THE CITY OF OLIVIA SHALL BE PROPERTY OF THE OWNER & BE DELIVERED TO A SPECIFIED LOCATION

SEAL COAT AGGREGATE SHALL BE FA-2 CLASS A ROCK. CONTRACTOR SHALL PROVIDE A SAMPLE.

OL 177133 Date Rev.# KLL KLL

LINCOLN AVE

DEPUE AVE



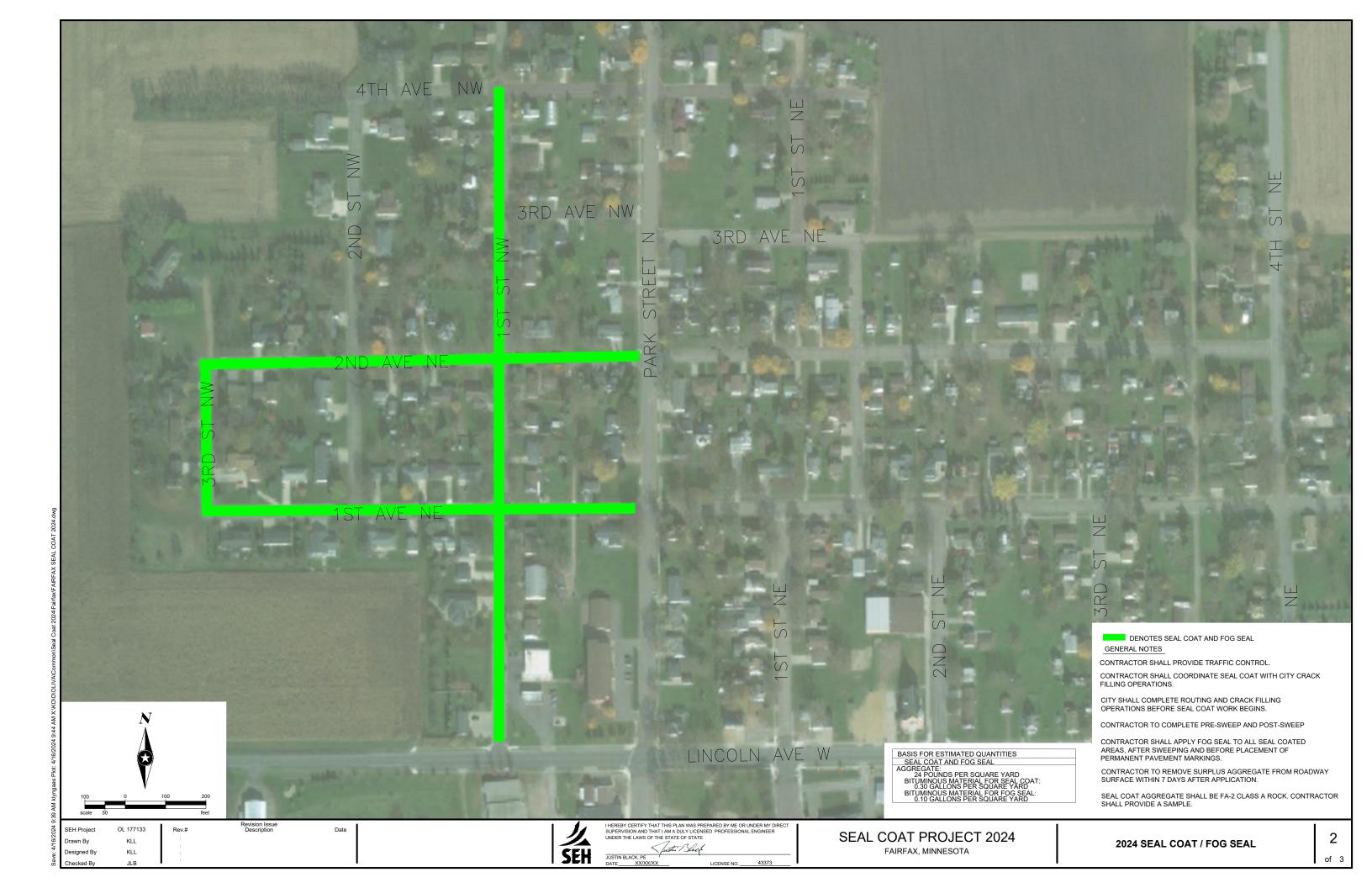






BASIS FOR ESTIMATED QUANTITIES
SEAL COAT AND FOG SEAL
AGGREGATE:
24 POUNDS PER SQUARE YARD
BITUMINOUS MATERIAL FOR SEAL COAT:
0.30 GALLONS PER SQUARE YARD
BITUMINOUS MATERIAL FOR FOG SEAL:
0.10 GALLONS PER SQUARE YARD

2024 SEAL COAT / FOG SEAL



	STATEMENT OF ESTIMATED QUANTITIES												
			Projec	t Total	Oli	via	Fairfax		Fairfax				
Item No.	Item Description	Unit	Est. Qty.	Qty. to Date	Est. Qty.	Qty. to Date	Est. Qty. Qty. to Date		Comments				
SEAL COAT & FOG SEAL													
2356.509	Seal Coat Aggregate (FA-2)	Ton	749		586		163						
2357.506	Bituminous Material for Seal Coat (CRS-2P)	Gal.	18,720		14,640		4,080						
2357.506	Bituminous Material for Fog Seal	Gal.	6,240		4,880		1,360						

Revision Issue Description SEH Project OL 177133 Rev.# KLL KLL



Date



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. JUSTIN BLACK, PE
DATE XXXXXXX

SEAL COAT 2024 OLIVIA, MINNESOTA

ル SEH									
	Coat Project	1				ì		ı	
Engineer's									
Olivia, Mini				Proje	ct Total	، ا	Olivia	Fairfax	
	DLIVA 171727			1 10,0	ct iotai	`	Jiivia		
9/29/2023									
Item No.	Item	Unit	Unit Price	Est. Qty.	. Est. Cost Est. Qty. Est.		Est. Cost	Est. Qty.	Est. Cost
SEAL COA	T & FOG SEAL								
2356.509	Seal Coat Aggregate (FA-2)	Ton	\$63.75	749	\$47,736.00	586	\$37,332.00	163	\$10,404.00
2357.506	Bituminous Material for Seal Coat (CRS-2P)	Gal.	\$4.75	18,720	\$88,920.00	14,640	\$69,540.00	4,080	\$19,380.00
2357.506	Bituminous Material for Fog Seal	Gal.	\$3.00	6,240	\$18,720.00	4,880 \$14,640.00		1,360	\$4,080.00
	ESTIMATED CONSTRUCTION COST	<u> </u>			\$155,376.00		\$121,512.00		\$33,864.00
	ESTIMATED ENGINEERING COST				\$5,000.00		\$2,500.00		\$2,500.00
	TOTAL ESTIMATED COST				\$160,376.00		\$124,012.00		\$36,364.00



From: Schnell, Tracy (DOT)

To: Jeff Marlowe

DeSchepper, Megan (DOT); Kendra Lyngaas; Elizabeth Torkelson Cc:

Subject: RE: City of Olivia Trail Grant Date: Monday, April 8, 2024 9:10:34 AM

Attachments: image002.png

image003.png image004.png image005.png image006.png image007.png

ATP-8 CRP Application OliviaMN.pdf

Good morning Jeff,

The county resolution should be for Carbon Reduction Program not the Transportation Alternatives Program. I have also copied the City Administrator and the City Engineer on this email.

The funding was adjusted based on MnDOT inflation factors. See below. I do not know what funding source the city will be using for their match.

City of Olivia (FY 2026) (Trail connections within the community)

Total project cost: \$730,000

Total amount and source of local funds committed to the project (minimum of 20% of project total):

\$146,000

Total amount of CRP funds awarded by MnDOT: \$584,000

Elizabeth and Kendra please work with Jeff on the sponsorship and other questions he may have related to your CRP project.

Thanks,

Tracy Schnell

Principal Planner | District 8 Willmar

Minnesota Department of Transportation

2505 Transportation Road Willmar, MN 56201 (320) 583-6032

mndot.gov/











SAFE ROUTES TO SCHOOL TRAIL PHASE III OLIVA, MINNESOTA SEH NO. OLIVA 177133 April 16, 2024

Timeline Guida	ance for Project Developmen	t
Task	Date (City)	Date (County)
Project is Selected for Carbon Reduction Program Funds	April 2024	
Preliminary engineering is completed to assess impacts to project areas, review scoping, and provide preliminary meetings/discussions as appropriate	May – June 2024	
Review area for land acquisitions and contact property owner to discuss project and land acquisition.	June 2024	
Environmental Documentation and CATEX Memo	June 2024 – December 2025	
Complete Appraisal of Land to be Acquired	July 2024	
Draft and finalize permanent and temporary easement documents	August – September 2024	
Council Authorizes Preparation of Final Plans and Specifications*	September 1, 2025	September 9, 2025
SEH completes final design	September – November 2025	
Project Memo Submittal	December 1, 2025	
90% Plan Review with City Staff	December 15, 202	
Submit Final Plans for State Aid Review	January 6, 2026	
Submit Final Plans for Council Packet	February 26, 2026	
Present Final Plans and Specifications; Council Authorize Advertise for Bids*	March 2, 2026	March 10, 2026
Advertise for Bids	N/A	Public Works Website, OneOffice Website, MnDOT eAdvert March 13-April 14, 2026
Bid Opening		April 14, 2026
Council Receive Bids; Consider Award*	April 20, 2026	April 28, 2026
On Site Neighborhood Project Review and Construction Preview	May 2026	May 2026
Project Construction	June 2026	June 2026
Substantial Completion	September 15, 2026	September 15, 2026

^{*} Milestones where City Council Actions are required.
(City Council meets 1st & 3rd Monday; County Board meets 2nd & 4th Tuesday)

Olivia Safe Routes to School Phase 3 Olivia, Minnesota SEH No:

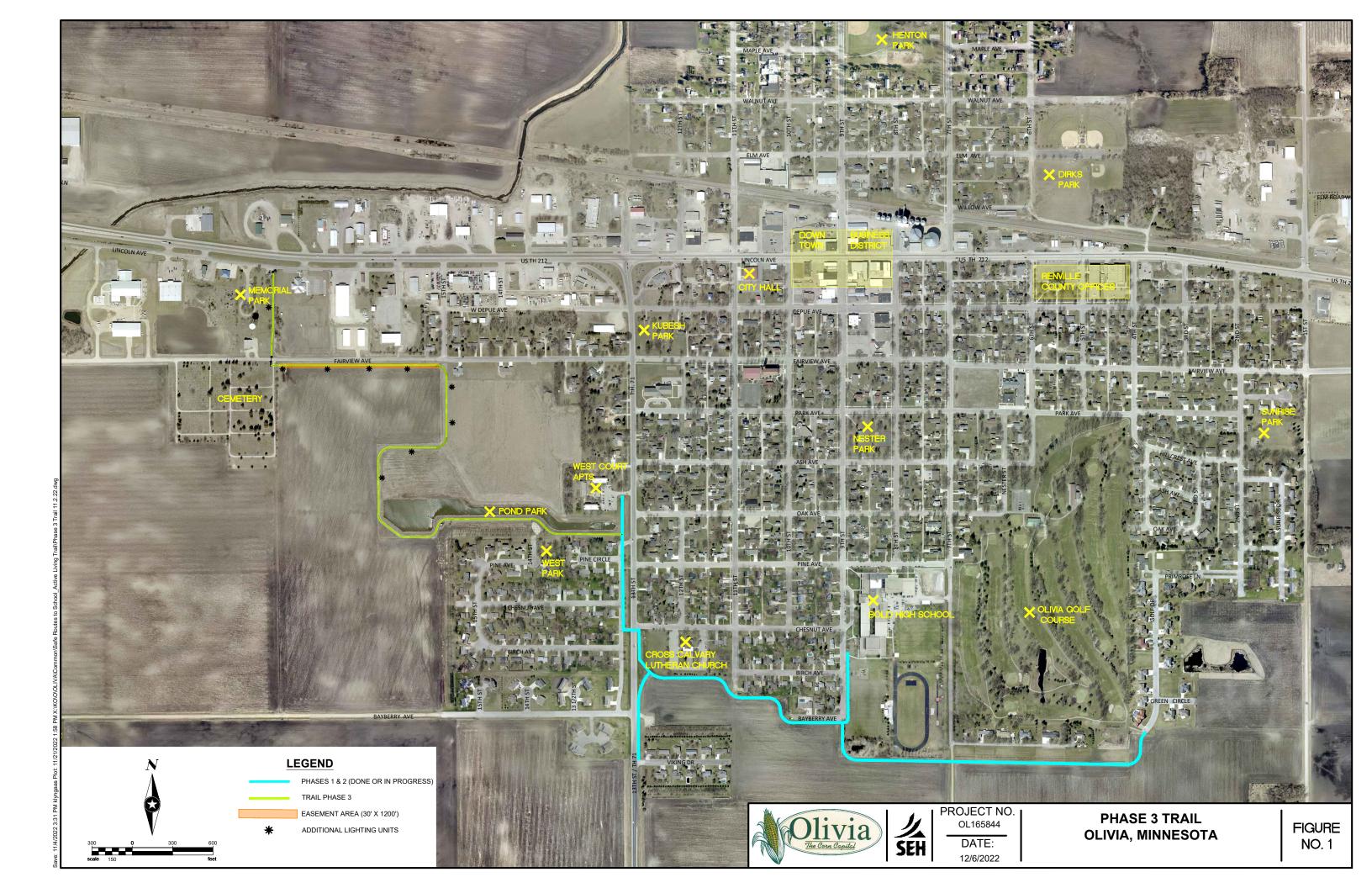
April 5th, 2024

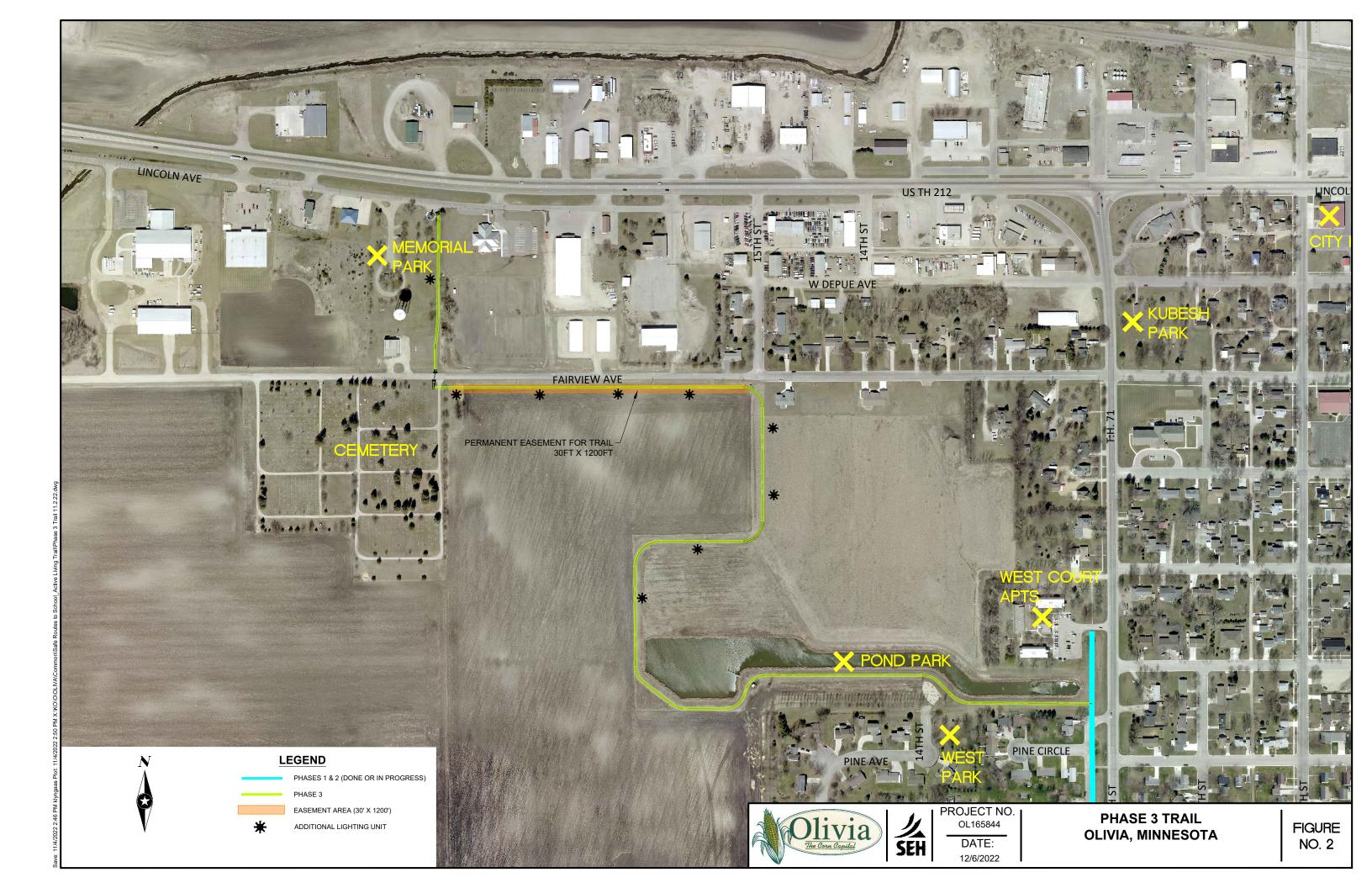
	COST ESTIMATE							
				PROJECT TOTAL		COSTS ELIGIBLE FOR FUNDING	COSTS INELIGIBLE FOR FUNDING	
Item No.	Item Description	Unit	Est. Unit Price	Est Qty.	Est. Cost			
TRAIL CONST	FRUCTION	· I	l.		I.			
2021.501	MOBILIZATION	LUMP SUM	\$30,000.00	1	\$30,000.00	\$30,000.00		
2104.502	SALVAGE SIGN TYPE C	EACH	\$55.00	1	\$55.00	\$55.00		
2105.504	GEOTEXTILE FABRIC TYPE 7	SQ YD	\$7.00	7500	\$52,500.00	\$52,500.00		
2105.507	COMMON EXCAVATION (P) (EV)	CU YD	\$40.00	2500	\$100,000.00	\$100,000.00		
2105.507	COMMON BORROW (CV) (P)	CU YD	\$30.00	543	\$16,275.00	\$16,275.00		
2105.604	GEOGRID NX-750 (Type 2)	SQ YD	\$10.00	7500	\$75,000.00	\$75,000.00		
	AGGREGATE BASE, CLASS 5 (CV) (P)	CU YD	\$70.00	3000	\$210,000.00	\$210,000.00		
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$6.00	63	\$375.00	\$375.00		
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)	TON	\$150.00	1250	\$187,500.00	\$187,500.00		
2501.602	INLET STRUCTURE	EACH	\$1,200.00	3	\$3,600.00	\$3,600.00		
	10" PVC PIPE DRAIN	LIN FT	\$70.00	180	\$12,600.00	\$12,600.00		
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,400.00	2	\$2,800.00	\$2,800.00		
2506.603	CONNSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FR	\$800.00	16	\$12,800.00	\$12,800.00		
2521.518	6" CONCRETE WALK W/6" AGGREGATE BASE (PEDESTRIAN RAMP)	SQ FT	\$25.00	530	\$13,250.00	\$13,250.00		
2531.618	TRUNCATED DOMES	SQ FT	\$100.00	40	\$4,000.00	\$4,000.00		
	INSTALL SIGN PANEL TYPE C	EACH	\$80.00	2	\$160.00	\$160.00		
	SIGN PANELS TYPE C	SQ FT	\$80.00	25	\$2,000.00	\$2,000.00		
	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$2,000.00	1	\$2,000.00	\$2,000.00		
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	8	\$1,400.00	\$1,400.00		
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$5.00	6000	\$30,000.00	\$30,000.00		
2574.507	COMMON TOPSOIL BORROW (CV)	CU YD	\$60.00	500	\$30,000.00	\$30,000.00		
	TURF RESTORATION	SQ YD	\$4.00	5425	\$21,700.00	\$21,700.00		
2545.502	LIGHTING UNIT	EACH	\$8,000.00	9	\$72,000.00	\$72,000.00		
LAND ACQUIS	SITION							
	PERMANENT EASEMENT ON SOUTH SIDE OF FAIRVIEW (APPROX. 1 ACRE)	ACRE	\$15,000.00	1	\$15,000.00		\$15,000.00	
	TOTAL ESTIMATED CONSTRUCTION COST						\$15,000.00	
							•	
			PROJECT RI	ELATED COST	\$223,753.75	\$0.00	\$223,753.75	
			OVERALL PI	ROJECT COST	\$1,118,768.75	\$880,015.00	\$238,753.75	

SAFE ROUTES TO SCHOOL TRAIL PHASE III OLIVA, MINNESOTA SEH NO. OLIVA 177133 April 16, 2024

Timeline Guida	ance for Project Developmen	t
Task	Date (City)	Date (County)
Project is Selected for Carbon Reduction Program Funds	April 2024	
Preliminary engineering is completed to assess impacts to project areas, review scoping, and provide preliminary meetings/discussions as appropriate	May – June 2024	
Review area for land acquisitions and contact property owner to discuss project and land acquisition.	June 2024	
Environmental Documentation and CATEX Memo	June 2024 – December 2025	
Complete Appraisal of Land to be Acquired	July 2024	
Draft and finalize permanent and temporary easement documents	August – September 2024	
Council Authorizes Preparation of Final Plans and Specifications*	September 1, 2025	September 9, 2025
SEH completes final design	September – November 2025	
Project Memo Submittal	December 1, 2025	
90% Plan Review with City Staff	December 15, 202	
Submit Final Plans for State Aid Review	January 6, 2026	
Submit Final Plans for Council Packet	February 26, 2026	
Present Final Plans and Specifications; Council Authorize Advertise for Bids*	March 2, 2026	March 10, 2026
Advertise for Bids	N/A	Public Works Website, OneOffice Website, MnDOT eAdvert March 13-April 14, 2026
Bid Opening		April 14, 2026
Council Receive Bids; Consider Award*	April 20, 2026	April 28, 2026
On Site Neighborhood Project Review and Construction Preview	May 2026	May 2026
Project Construction	June 2026	June 2026
Substantial Completion	September 15, 2026	September 15, 2026

^{*} Milestones where City Council Actions are required.
(City Council meets 1st & 3rd Monday; County Board meets 2nd & 4th Tuesday)





Olivia Safe Routes to School Phase 3 Olivia, Minnesota SEH No:

April 5th, 2024

	COST ESTIMATE							
				PROJECT TOTAL		COSTS ELIGIBLE FOR FUNDING	COSTS INELIGIBLE FOR FUNDING	
Item No.	Item Description	Unit	Est. Unit Price	Est Qty.	Est. Cost			
TRAIL CONST	FRUCTION	· I	l.		I.			
2021.501	MOBILIZATION	LUMP SUM	\$30,000.00	1	\$30,000.00	\$30,000.00		
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LAND ACQUIS	SITION							
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	TOTAL ESTIMATED CONSTRUCTION COST						\$15,000.00	
							•	
			PROJECT RI	ELATED COST	\$223,753.75	\$0.00	\$223,753.75	
			OVERALL PI	ROJECT COST	\$1,118,768.75	\$880,015.00	\$238,753.75	



May 6, 2024

RE: City of Olivia, Minnesota

Safe Routes to School Trail Project -

Phase 3

SEH No. OLIVA 177133 10.03

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

Dear Mayor and Council Members:

This letter outlines our proposed services for preliminary design and Environmental Documentation services on Phase 3 of the Safe Routes to School Trail system proposed to extend from the existing trail at Pond Park to Memorial Park. See attached map.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

The City was successful in securing Federal grant funding for 2026 construction season. The grant covers a portion of the construction cost of the trail. Survey and engineering costs are not part of the grant. The tasks outlined below would start the preliminary design and environmental documentation phase of the project. The tasks are as follows.

Task 1 - Preliminary Design

Preliminary trail alignment and profile. Identifying grading limits, utility relocations, and preparing updated construction cost estimate. This preliminary design task is required to establish the project limits so that environmental impacts can be reviewed and noted prior to the final design and development of construction plans. An Open House Event and City/County staff meetings are also a part of this task.

Task 2 – Environmental Documentation (Project Memorandum)

SEH's team of transportation planners and scientists will obtain all information necessary to successfully complete the environmental review and documentation including the CATEX (Project Memorandum) for this project. The development of the environmental document will be processed in accordance with the May 1, 2020 FHWA/MnDOT Programmatic Categorical Exclusion Agreement. SEH will be responsible for using the Environmental Document Decision Tree to determine the appropriate level of categorical exclusion document. The SEH team will gather data from appropriate resource agencies and online sources to be used in the project analysis, evaluation, and environmental documentation process.

Task 3 - Topographic Survey

This task includes a topographic survey of the trail corridor to confirm existing grades, elevations, and existing features or structures. A Gopher State One Call will be completed prior to the survey so that private utilities can be located.

Honorable Mayor and Members of the City Council May 6, 2024 Page 2

Task 4 - Coordinate and Draft Easement Documents

This task includes developing easement documents, both legal descriptions and drawings. The easements would be developed based on the preliminary design of the trail and the area required to accommodate the trail footprint and grading limits. This task includes a meeting with the landowner and City staff to coordinate and review the easement process. All filing fees and cost of easement acquisition will be responsibility of the City. The city would need to contract with an appraiser for determining easement acquisition values.

Task 5 - Wetland Delineation and Permitting

SEH will complete a desktop review of wetlands in the proposed trail corridor. This will delineate and map any wetlands that may be present. Because the area is dominated by agricultural land use, we are also required to do a crop slide review and identify any farmed wetlands that are present within the project area. Those results will follow current guidance and will be included in the wetland delineation report prepared for the project. A wetland delineation report will be prepared, which will describe the site conditions, identify the wetland boundaries, and serve to be a basis for follow up permitting if unavoidable wetland impacts will occur. It is assumed that the approval of the wetland boundary will occur locally, and that the wetland delineator will not need to be present.

Wetland permitting will be required if any temporary or permanent wetland impacts will occur as a result of the project. SEH will prepare a wetland permit application for any unavoidable impacts, which will be submitted to Renville County and the U.S. Army Corps of Engineers for processing. The permit application will require a discussion of the project purpose and need, and measures taken to avoid and minimize the wetland impacts. Depending on the amount of wetland impacted, the project may also require compensatory mitigation. It is anticipated that this will be achieved through purchase of wetland credits from a private bank, and that on-site or project specific replacement will not be pursued. The cost of those credits, and any fees associated with the process, will be the responsibility of the applicant.

The above scope assumes that there are no agency meetings required on site.

Task 5 Deliverables:

- 1. Field wetland delineation of project corridor
- 2. Crop slide review of project corridor
- 3. Wetland delineation report and crop slide analysis findings
- 4. Wetland permit application (if impacts will occur)
- 5. Assisting in wetland credit purchasing process (if mitigation is required)

Critical Wetland Activities Schedule

Wetland delineations will be scheduled to occur in summer 2024, with the objective of obtaining approval of the wetland boundaries prior to the end of the 2024 growing season. Wetland permitting will be completed in conjunction with the project plans, with submittal occurring once plans have been sufficiently prepared to quantify wetland impacts. The wetland permit preparation process is lengthy, as is the review period that follows. It is anticipated that the wetland permit process will take three to four months to complete once it has been initiated.

Honorable Mayor and Members of the City Council May 6, 2024 Page 3

SCHEDULE

After the preliminary design is completed and Project Memorandum submitted and approved, we would submit a proposal for final design, bidding services and construction phase services based on the final approved project scope.

The environmental review process and project memo approval process can require more than 12 months to complete. The process would need to be started in May 2024 to accommodate the schedule for 2026 construction. Even with a start date in May of 2024, review comments or additional environmental documentation that is requested by agencies may delay the project completion timeline.

FEE

Our fee is based on the proposed scope in the attached Task Hour Budget.

Fee for:

Total Proposed SEH Fee	\$89,700	Hourly, Not-to-exceed
Task 5 - Wetland Delineation and Permitting	\$13,400	
Task 4 - Coordinate and Draft Easement Documents	\$9,100	
Task 3 - Topographic Survey	\$7,700	
Task 2 - Project Memorandum (Environmental Review)	\$17,800	
Task 1 - Preliminary Design	\$41,700	

ASSUMPTIONS

- Assumes "no adverse effect" to any Section 106 (historic) properties with the determination to be
 provided by MnDOT Cultural Resources Unit (CRU) in response to the MnDOT CRU Project Review
 Request Letter/Form. Any cultural resources studies (architectural history and/or archaeology), if
 required, will be contracted separately through CRU or the City. If contracted through CRU, 80
 percent of the cost would be covered by the State of Minnesota and 20 percent by the City.
- 2. Assumes no Section 7 (Endangered Species Act) formal consultation or biological opinion required. Assumes a determination of "no effect", "no jeopardy", or "may affect, but not likely to adversely affect" from the MnDOT Office of Environmental Stewardship.
- 3. Assumes no special studies (e.g., botanical surveys, etc.) will be required by the MnDNR or the MnDOT Office of Environmental Stewardship.
- 4. Assumes the use of park property will be covered by FHWA's Programmatic Evaluation for Bikeways/Walkways.
- 5. Assumes no Section 6(f)/Land and Water Conservation Fund (LAWCON) involvement.
- 6. Assumes no Phase I or II Environmental Site Assessment (ESA).

If these proposed services are acceptable to you, please sign the enclosed Supplemental Letter Agreement (SLA), return a copy to me, and keep a copy for your files. We look forward to working with you on this project.

Honorable Mayor and Members of the City Council May 6, 2024 Page 4

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Justin Black, PE Project Manager

(Lic. MN)

jb

Enclosures

DETAILED TASK HOUR BUDGET / COST ANALYSIS

SEH

Project : SRTS Trail Phase 3
Location: Olivia, MN
Date: Monday, May 6, 2024

			Labo	r Hours			
	Black Sr. Engineer PE	Lyngaas Grad Eng	Bratsch Engineer PE	Brinkman Admin Tech	Jennings Engineer PE	Pomplun Lead Tech	TOTALS
Task 1 - Preliminary Design							
Preliminary design trail alignment and profile development	12.0	60.0	8.0			40.0	120.0
Review grading limits and potential for construction easements	5.0	8.0	2.0			4.0	19.0
Utility relocation review.	1.0	4.0	2.0				7.0
ldentify drainage improvements needed to accommodate trail	5.0	24.0			16.0		45.0
Layout plan showing preliminary trail alignment	3.0	16.0		1.0		4.0	24.0
City / County Staff meeting for preliminary design review	3.0	3.0					6.0
Construction and Project Cost Estimating	2.0	5.0	1.0	2.0			10.0
Design Memo development and QAQC Review	4.0	4.0	8.0	2.0			18.0
Open House (1)	4.0	4.0		2.0			10.0
SUBTOTAL HOURS	39.0	128.0	21.0	7.0	16.0	48.0	259.0
TOTAL TASK FEE	\$	41,700.00				-	

	Labor Hours						
	Turrentine	Lyngaas	Black		Brinkman		
		Grad Eng	Sr. Engineer		Admin Tech		
			PE				TOTALS
Task 2 - Project Memorandum (Environmental Review)							
Project Memorandum to meet MnDOT and Federal Requirements	96.0	2.0	4.0		4.0		106.0
SUBTOTAL HOURS	96.0	2.0	4.0	0.0	4.0	0.0	106.0
TOTAL TASK FEE	\$	17,800.00					

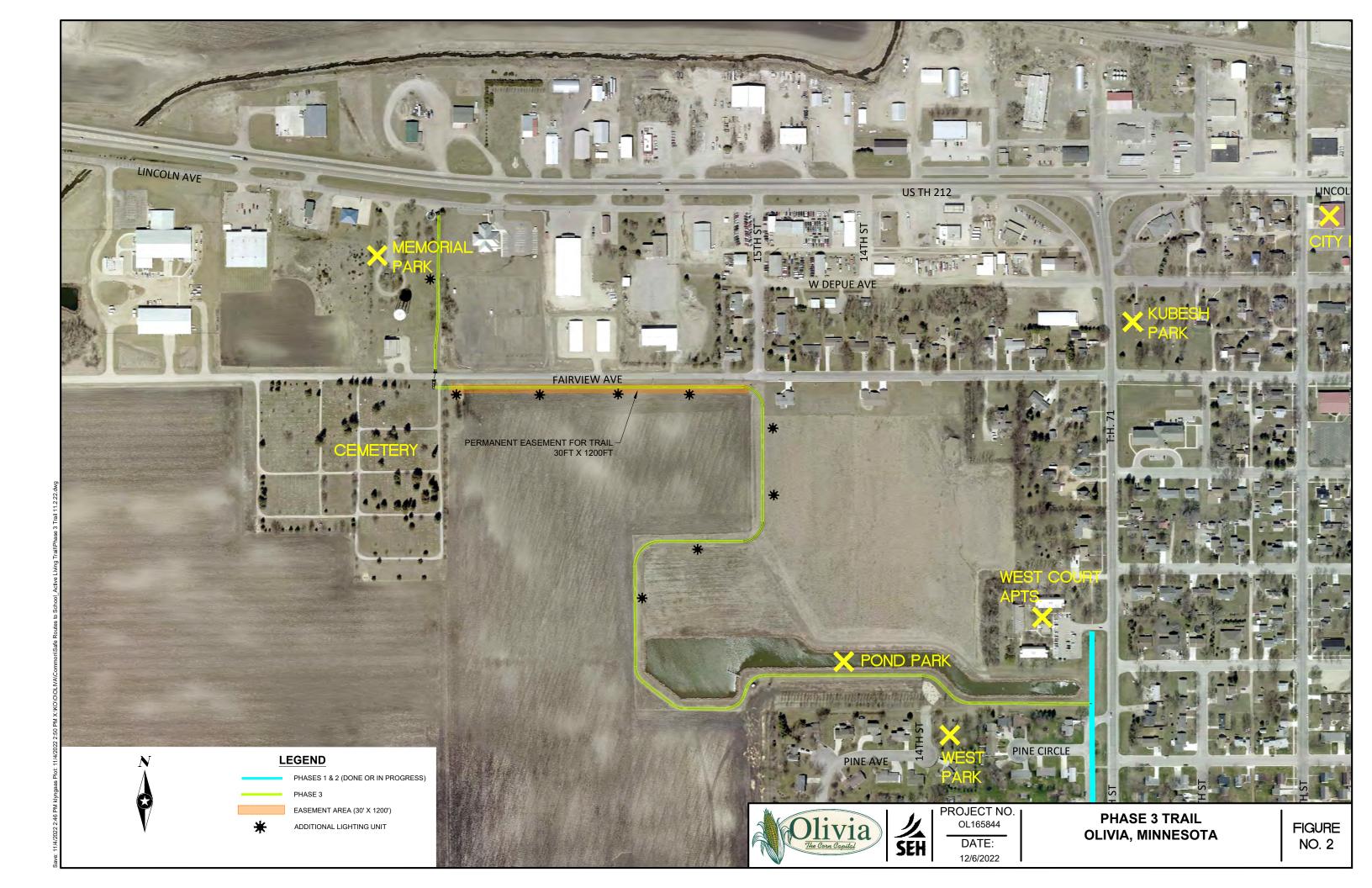
		1					
	Solmonson	Pomplun					
	Crew Chief	Sr. Tech					TOTALS
Task 3 - Topographic Survey							
Set Survey Control	4.0						4.0
Topographic Survey of Corridor	24.0						24.0
Locate Existing Boundary Pins	4.0						4.0
Process Topo Survey Data and Develop Base Map	1.0	4.0					5.0
SUBTOTAL HOURS	33.0	4.0	0.0	0.0	0.0	0.0	37.0
TOTAL TASK FEE	\$	7,700.00					

	Labor						
	Black	Lyngaas	Solmonson	Pomplun	Haselius		
	Sr. Engr	Grad Eng	Sr. Crew Chief	Lead Tech	Surveyor		
	PE						TOTALS
Task 4 - Coordinate and Draft Easement Documents							
Project Coordination / Task Management	1.0						1.0
Draft Easement Documents				24.0			24.0
Write legal descriptions and Review Documents				8.0	6.0		14.0
Easement Review & Coordination with Land Owner (1 meeting)	3.0						3.0
Stake easement locations			8.0				8.0
QC Easement Drawings with Grading Limits		2.0					2.0
SUBTOTAL HOURS	4.0	2.0	8.0	32.0	6.0	0.0	52.0
TOTAL TASK FEE	\$	9,100.00					

							_
			Li	abor			
	Beduhn						
	Biologist						
							TOTALS
Task 5 - Wetland Desktop Review							
Wetland Delineation	6.0						6.0
Crop Slide Analysis	8.0						8.0
Wetland Delineation Report	24.0						24.0
Wetland Permitting	40.0						40.0
SUBTOTAL HOURS	78.0	0.0	0.0	0.0	0.0	0.0	78.0
TOTAL TASK FEE	s	13.400.00					

SUMMARY OF PROPOSED FEES

	Task Fee
Task 1 - Preliminary Design	\$ 41,700.00
Task 2 - Project Memorandum (Environmental Review)	\$ 17,800.00
Task 3 - Topographic Survey	\$ 7,700.00
Task 4 - Coordinate and Draft Easement Documents	\$ 9,100.00
Task 5 - Wetland Desktop Review	\$ 13,400.00
TOTAL:	\$ 89,700.00



Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Olivia & Olivia EDA ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated May 6, 2024, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Safe Routes to School Trail Project - Phase 3.

Client's Autl	horized Representative:	Elizabeth Torkelson, City Administrator
Address:	1009 West Lincoln Ave, Olivia	Minnesota 56277, United States
Telephone:	320.523.2361	email: etorkelson@olivia.mn.us
Project Man		
Address:		208, P.O. Box 308, Hutchinson, Minnesota 55350
Telephone:	952.913.0702	email: jblack@sehinc.com
Scope including indicated in the second seco	the attached letter proposal and Ve will begin our services upon rer proposal dated May 6, 2024. The total estimated fee for SEH's benses and equipment. The estimated Budget dated May 6, 2024. The method, basis, frequency and conditions: Other or additions.	services for preliminary design of the trail improvements as Task Hour Budget dated May 6, 2024. eceipt of a signed copy of this Agreement. As indicated in the services is hourly subject to a not-to-exceed amount of \$89,700 nated fee for each Task is as indicated in the attached letter proposal other special conditions are set forth in attached Exhibit A-1. tional terms contrary to the Master Agreement for Professional pecifically agreed to by signature of the Parties and set forth herein:
Short Elliott By: Full Name: Title:	Hendrickson Inc. Justin Black Principal/Client Service Manag	City of Olivia & Olivia EDA By: Full Name: er Title:

Exhibit A-1

to Supplemental Letter Agreement Between City of Olivia & Olivia EDA (Client)

and

Short Elliott Hendrickson Inc. (Consultant)
Dated May 6, 2024

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

- 1. Transportation and travel expenses.
- 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expense connected with the Project.
- 4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, Reports, plan and specification reproduction expenses.
- 6. Postage, handling and delivery.
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. All taxes levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project.
- 11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.







Partners With







Company Overview:

Ray Sweetman - Owner

Ray Sweetman, the founder and owner, started on the back of a recycling truck with a family friend and family-owned garbage company, Curry Sanitation. They were a local company to Redwood Falls and serviced this Community along with others in SW MN. Curry Sanitation had about 50 employees and were owned by their 3rd generation of family. He worked at Curry Sanitation during the summer and after school throughout high school. During this time, he was a helper delivering containers and operated non-CDL equipment on routes. He also did maintenance on trucks such as PM's, light repairs, and welded dumpster bottoms. After high school he started his full time as a route driver for a year in Redwood Falls, MN. The beginning of his 2nd year driving for Curry Sanitation, the business started a new shop in Marshall. During this time, Ray helped roll out and get the site started. He continued in Marshall for a few more years before deciding to go to college.

Ray started his college career in January of 2005 working on his BA in accounting. He completed his four-year degree in June of 2007 from SMSU graduating magma cum laude. He then started working as a staff accountant at a local CPA firm as he continued his college career working on his MBA so that he could complete his CPA. He completed his MBA in January of 2009. During this time, he also completed his CPA exam tests.





During the Fall of 2009 the garbage world was calling Ray's name again. At this time, he took a job as a route supervisor for Waste Management in Albert Lea, MN. He worked in Albert Lea as a residential route supervisor and started an employee score card with concentrations in customer service, safety, and efficiency. This card was used to inform and motivate employees on a weekly basis and to focus on improvement. Doing this and employing positive leadership, his site was able to lead the market area in improvement in all three categories that year. He was subsequently promoted to the MN/WI market area manager. In this position he was a market area operations manager that oversaw 14 districts and 29 different sites. During this time, he used the same methods, but at a site level. This led to a larger area effectively improving in the same areas of customer service, safety, and efficiency. Again, Ray's area was recognized at a corporate level and was awarded the corporate summit award 2 years in a row for most improved area.

His waste career then brought him to West Central Sanitation (WCS). He started at WCS in 2012. At this time, they were a small regional privately owned company. He used the same tactics of motivating improvement to fuel growth in West Central Sanitation. Here he worked with counties and cities throughout greater MN, developing relationships and eventually partnering with them to solve their waste service and recycling needs. They grew to cover more than 22 different counties in MN and more than 150 employees in the next 10 years, including





an attempt to step out of state when they bid the city of Omaha refuse and recycling hauling contract. Ray's strengths have always been a strong work ethic, dedication, community pride and involvement, and ensuring that this passion bleeds into those around him.

Ray's work and personal time has, and will always will, blend as they are integrated to do so. He and his wife are very integrated into the community as he was previously the President of the Pheasants Forever chapter in Redwood County and currently works as a board member, along with his wife. During Ray's time as president, they have grown the annual income in that chapter from less than \$10,000 a year to over \$75,000 a year, giving them the ability to give back to the community and youth programs in their area. Ray also served 2 terms as the Mayor of Echo. During this time, he was able to secure the largest industry in town to build their expansion, thus securing future tax support for the community. He is also on the Redwood County Chamber Board and has been very involved with the sponsoring of youth career programs partnering with high school and vocational school. This was done by working with the schools and showing the students career path options in our areas of business. As Ray's history shows, he has always felt very strongly about supporting local community businesses and events.





<u>Dominic Sweetman - Owner</u>

Dominic Sweetman began his work in the waste industry in 2013 when he first started at West Central Sanitation at the Alexandria location. He started as a trainee/swing driver. This involved learning how to operate the different trucks and machinery along with learning many new routes in a short time. As he developed in the role of swing driver, he moved into a lead driver position in 2014. This provided the challenge of leading others to be the best they can. As Dominic worked at West Central Sanitation from 2014-2016, he was also completing his general courses at the local technical college, Alexandria Technical and Community College. After completion of his generals, he suspended his employment at West Central Sanitation and he and his wife moved to Cottonwood, MN to complete his BA in psychology with a minor in coaching at Southwest Minnesota State University. After completing his degree, he returned to West Central Sanitation in 2019. He then assisted HR in developing the training program and materials for new drivers. Soon after, Dominic started working as the residential supervisor for the Willmar and Alexandria areas. Doing this he managed 22 routes with 28 employees in total. During this time, he also managed a variety of rerouting and new routing projects. These involve cities such as Alexandria, Avon, Melrose, Marshall, Mankato and many more totaling well over 40,000 customers.





Dominic is also currently serving in the Minnesota National Guard. He joined the service in December of 2011, after completion of BCT and AIT he served with Bravo Battery of the 1-151 in Madison, MN. In 2016, he was promoted to the rank of Sergeant with Bravo Battery of the 1-125 in Jackson, MN. Three years later, in 2019, he was selected for a Staff Sergeant position in Alpha Battery of the 1-125 located in Pipestone, MN. He currently serves in Alpha Battery as a gun chief and the units Hazmat officer.

Sweetman Sanitation

As local business owners we strive to be active members in the communities we serve. A few of the things we are involved in are Redwood County Pheasants Forever, active members in multiple area churches, board member of Redwood Area Chamber, Rotary, volunteer at Restorative Justice in both Redwood and Yellow Medicine Counties, helping guide first generation college students and other non-profit organizations. We understand the importance of supporting our local schools and the children they are empowering to be our future leaders. We helped with mock interviews, bringing our truck and equipment to demonstrate and show students, and speaking to students in careers class. We also demonstrate school spirit with the logos displayed on the side of our trucks. We take pride in volunteering and helping where we are needed in the communities we service. Some of the many examples of this are our many donated services at local events such as Redwood County Fair, Celebrate Redwood Falls, Echo





Days, Discover Down Town Redwood Falls clean up, and offer donated service to all churches. We define success as making our communities the best place we can to live and raise our families. It truly takes a village to make our communities as strong as they can be and we hope to be a part of yours.



NEWS

Downtown Clean Up for Earth Day

A Downtown Clean Up was organized by Discover Downtown Redwood Falls over the weekend to coincide with Earth Day.Ray Sweetman and Sweetman Sanitation donated dumpsters and trash removal for the clean up as the Discover Downtown Board, volunteers and businesses cleared out approximately 300 yards of trash and building materials.

AVA LUND / APRIL 25, 2024

Approach and Service Plan:

We believe there is no one size fits all solution for every community's waste services. Each community has its own goals, needs, and challenges to meet when it comes to ensuring each resident and business is serviced in the safest, efficient, and most cost-effective manner possible. While evaluating Olivia's desires, we determined there are three major factors to





consider: minimizing truck damage to city streets, keeping all residents on the same day as their recycling service, and the cost for waste removal.

There are many factors of a vehicle that can lead to additional wear and tear on city streets. Some of these factors are weight, the number of axles, the number of tires, and the weight distribution upon each axle and tire. To combat this concern Sweetman Sanitation proposes to use two types of trucks, a 25-yard rear load and a 20-yard side load. The 25-yard rear load weighs approximately 35,000 pounds empty and a maximum weight of 55,000 pounds completely full. The side loads empty weight is approximately 27,000 pounds and 43,000 pounds full. These are much smaller options than the traditional front load vehicles currently in use, which weigh around 43,000 pounds empty and the capability of weighing 75,000 when full. In addition to providing lighter trucks, all Sweetman Sanitations waste hauling vehicles will have traditional cabs opposed to cab over style. This helps distribute the weight to the rear of the truck where there are more axles and tires to distribute it to the surface. The other major benefit of using rear load trucks is that it offers the ability to service both sides of the street in one pass.

Olivia is the perfect size and distance from a transfer station to service the town in one day while emptying about halfway through the route. This is why we have decided to keep all residents serviced on Wednesdays. We estimate Olivia residents produce approximately 12 tons





of material per week. Our smaller trucks' packing capabilities have two major upsides. First, because it has the capability of packing 8 tons per load, it should have no problem servicing the city in just two trips without a concern of having to make a third trip. Second, the vehicle is incapable of hauling the entire city in one load. This eliminates any possibility of the vehicle being overloaded and damaging the city streets.

Another major benefit and service we offer the community is the availability of our temporary containers for residential or commercial use. These would be used in the event a household or business has a large amount of waste built up or is doing a remodel. Because the same truck that is servicing the businesses is capable of hauling and picking up our clean up dumpsters, this service would be available up to 3 days a week or possibly more if need be. Please see the pricing page for more details on sizes and pricing for this service.





Roll-out:

Equipment:

Upon being awarded the bid, we will immediately place an order for the appropriate number of carts and commercial containers to service the city's needs. We spent a couple of days driving the city of Olivia on the service day to review the residents' and business' containers to help us prepare for what we would need to order. I have inserted a table of what we estimate to be the number and percent of sizes within the scope of the city RFP. This data is based off the observation of approximately 500 residents and the information of the RFP estimating 1,050 total households.

Service Size	% of sizes observed out of 500	# of homes with level of service
Bag Services	18%	190
35 Gallon	39%	411
65 Gallon	28%	295
95 Gallon	15%	158

Sweetman Sanitation has enough carts currently on hand for each resident to receive a cart of their current size or larger. We will need to order additional 35-gallon carts and 65-gallon carts to ensure each resident has the proper size by the start of the new contract. This order will take





approximately 6 weeks to receive. Sweetman Sanitation will maintain this number of carts for each size plus an additional 20% on hand in the event of residents electing to change the level of service.

Sweetman Sanitation is also well prepared to take over the commercial accounts within the limits of the RFP. Upon our review of the city, we did notice more businesses than the projected 60 stated in the RFP. We attempted to get eyes on every container but expect there are additional ones we did not see or notice. Below is a table of what we observed for commercial containers.

Container Size	# of containers
2 Yard	60
3 Yard	10
4 Yard	15
6 Yard	12
8 Yard	8

Similar to the cart situation, Sweetman Sanitation has most of these containers on hand currently, however, more will be ordered immediately upon the award of the contract. We will keep at minimum an additional 20% of each container size on hand in the event businesses would like to change their level of service. We also have roll-off boxes available for commercial





and temporary use in the sizes of 20, 30, and 40-yard boxes. We do not foresee any issues or service disruptions in the availability of equipment.

Transition:

Within the first week of being awarded the contract, Sweetman Sanitation will work closely with our marketing team and the city of Olivia to launch a campaign to the businesses and residents within the scope of the RFP. The goal of this campaign will be to gather customer information, service level desired, billing information, and any additional questions or concerns anybody may have. This campaign will be in the form of social media, door-to-door direct mail, radio, newspaper, and in person meet and greets. Residents will have the option to respond to the questionnaire via mail, phone, or online through our website. If a resident does not respond, they will be set to the default size of a 65-gallon cart and billed to the current resident of the address. Each business will be visited personally to ensure the needs of service are met prior to the contract start. We will work with each business individually to develop the best delivery schedule and location. These deliveries will take place from June 10th- 21st. Soon after the commercial roll-out we will begin delivering the residential carts curbside. This process will begin on June 17th, two weeks prior to the end of the current contract. We anticipate being able to deliver all carts within two days. This leaves us time to exchange any containers for different sizes prior to the start of the new contract.





Billing and Customer Service:

Sweetman Sanitation currently uses Intuit QuickBooks for its billing software. This software allows customers to receive their invoice via email or printed and mailed to them. The invoices sent via email may be paid online with credit card, PayPal, or bank transfer. Customers will also have the option to go on autopay if so desired. This can be done through a selection in the email option or manually on our end via request of the customer. Along with having many different options for invoices, we also have many different avenues for customers to reach us with any questions, requests, or concerns. These options are through Sweetman Sanitation website at sweetmansanitation.com, email at Hello@sweetmansanitation.com, via phone (507 616-8774), through social media (Twitter and Facebook), or even by stopping us when we're out on route! Sweetman Sanitation will respond to all customer inquiries within 24 hours of receiving them.

References:

Bryan Nielsen- Echo (507) 430-7160

Jon Mitchel- RRRSWA (507) 637-1800

Keith Muetzel- Redwood Falls kmuetzel@ci.redwood-falls.mn.us

Roger Schroeder- Lyon County 507-532-8210





Pricing

Residential Rates

	Tiodiaditiat nated										
		Dumpster sizes									
		Bag/Tag Service 35-Gallon 65-Gallon 95-G									
 	Every 4 Weeks	\$4.00	\$7.50								
Frequency	Every Other Week	\$5.50	\$8.50								
Ē	1x Per Week	\$6.50	\$9.50	\$12.00	\$14.00						

*\$2.50 for extra bag/30 Gallons (large amounts of extra will be billed by the temporary/clean-up rates





Commercial rates

		Container Sizes							
		35-Gallon	65-Gallon	95-Gallon	2yd	3yd	4yd	6yd	8yd
	Every 4 Weeks				\$20.79	\$33.00	\$40.00	\$49.00	\$52.50
	Every Other Week	\$13.50	\$16.00	\$18.00	\$34.65	\$45.00	\$53.90	\$64.40	\$75.60
Frequency	1x Per Week	\$14.50	\$17.00	\$19.00	\$57.75	\$66.50	\$85.00	\$118.30	\$140.00
ant	2x Per Week	\$29.00	\$34.00	\$38.00	\$115.50	\$133.00	\$170.00	\$236.60	\$280.00
i e	3x Per Week				\$173.25	\$199.50	\$255.00	\$354.90	\$420.00
_	4x Per Week				\$231.00	\$266.00	\$340.00	\$473.20	\$560.00
	5x Per Week				\$288.75	\$332.50	\$425.00	\$591.50	\$700.00

Temporary Container Sizes and Rates

*Temporary containers have \$30 delivery fee

	Cost Per Serv	ice (Includes	Cost Per Service (does not include disposal - will use RRRSWA rate)				
2yd	lyd 3yd 4yd 6yd				20-Yard	30-Yard	40-Yard
\$30.00			\$120.00	\$245.00	\$255.00	\$265.00	

Additional Collection Items (not limited to these items)

Appliances	\$15.00
Monitors	\$20.00
Mattresses	\$45.00
Tires	\$5.00-\$35



4809 ABBOTT DRIVE P.O. BOX 796 WILLMAR, MINNESOTA 56201 (320) 235-7630 FAX (320) 235-5715

May 3rd, 2024

City of Olivia

Attn: Elizabeth Torkelson

City Administrator

Dear City of Olivia:

We want to thank you for the opportunity to provide a proposal for residential and commercial refuse collection services for your consideration. We currently serve the City of Olivia and have done so for nearly 37 years. We also recently have been awarded the recycling contract with Redwood and Renville Counties, covering the next (7) years.

West Central Sanitation is a local, family-owned and operated business. Don, Carol, and Taylor Williamson, alongside experienced staff, work every day to continually provide the absolute best service at a reasonable price. Serving communities just like Olivia is the foundation of our business.

We're proud to say West Central Sanitation is in its 45th year of providing services in central Minnesota. We service many neighboring communities to Olivia on Hwy 212, such as Renville, Danube, Bird Island, and Hector, as well as many customers in the surrounding rural areas.

The City of Olivia has not sought bids for collection services for nearly 37 years, we believe this is a testament to our proven track record and stability. For over three decades, West Central Sanitation has shown up on time, each week, with dependable and local service.

We are excited for this opportunity; we want to continue partnering with your community in the days ahead.

West Central Sanitation - "Good Neighbors You've Come to Trust".

Best wishes,

Don Williamson President & Owner

320-235-7630 ext. 105

Jeff Bertram

Company Representative

320-250-6999 (cell)

Enclosures



Meeting Olivia's Goals Today and Tomorrow

Adding Long Term Value

West Central Sanitation has brought great value in our partnership with the City of Olivia. We realize the bottom line is always important - but there are some things it is difficult to put a price on. Our driving passion is to not only meet but exceed your community's goals. Following are noteworthy benefits West Central Sanitation brings to Olivia:

<u>Stability & Proven Performance</u> – We are the *only* company that can claim *all* the following:

- ✓ Local Family owned, with our main headquarters in Willmar, MN.
- ✓ Celebrating 45 years of continuous service in central Minnesota
- ✓ We still service nearly every municipal contract we have **ever** been awarded in our 45-year history!
- ✓ One phone call can put you in touch with the Owner and top management.

<u>Environmentally Responsible</u> – West Central Sanitation will soon transition to utilizing a *Compressed Natural Gas* truck to service the City of Olivia.

- ✓ Cleaner, Greener, Quieter and lowering your City's carbon footprint.
- ✓ Safer CNG fuel tanks are built significantly stronger than diesel tanks, reducing the chances for an accidental leak. In an accident, gas is released into the air, harmlessly.
- ✓ Economical Over the last decade, natural gas prices have been stable. Diesel has gone up and down 140% mostly up!
- ✓ Many of our CNG trucks are produced in Dodge Center, MN, supporting local jobs.

Safety & Protection

- ✓ Our insurance package indemnifies Olivia for up to \$5 million.
- ✓ DOT certified mechanics on staff keep our equipment well maintained.

Prompt & Responsive Service

- ✓ Our large inventory of trucks and equipment means we can accommodate any need.
- ✓ Our Willmar office is staffed 8AM to 5PM, Monday-Friday. When a customer calls, they will speak to one of our experienced customer service representatives, who will help them with their request. They do not get a call center in another state. Emergency Voicemail system after hours is available.
- ✓ Toll Free & Local telephone numbers available, plus our website.

State-of-the-Art

- ✓ Trucks are connected, live, to our central office and our central information system.
- ✓ All trucks are GPS-equipped and each stop is time and location stamped, within seconds of service.

City of Olivia - Proposal

Submitted by West Central Sanitation May 3rd, 2024

West Central Sanitation has reviewed our rates and pricing and believe the following accurately represent the cost to provide safe and reliable service to Olivia.

Our proposal to Olivia is as follows:

July 8th 2024 through July 7th, 2029

Service Provided - Residential	Monthly Rate
Yellow Tags – Price per Tag	\$ 2.25
Yellow Tags – Base Rate	\$ 4.00
35 Gal Cart – 1x/Mo	\$ 7.82
35 Gal Cart – Every Other Week	\$ 9.15
35 Gal Cart – Weekly	\$11.80
65 Gal Cart – Weekly	\$14.50
95 Gal Cart – Weekly	\$17.27

Dumpster Pricing

Size	1xMo	EOW	Weekly	2x Week	3x Week
1.5 yards	\$15.52	\$30.98	\$56.67	\$113.34	\$169.99
2 yards	\$18.27	\$36.90	\$68.52	\$126.51	\$189.77
3 yards	\$23.74	\$46.12	\$86.98	\$163.41	\$245.12
4 yards	\$28.00	\$55.36	\$105.42	\$200.30	\$300.46
6 yards	\$36,52	\$71.16	\$137.05	\$263.56	\$395.34
8 yards	\$45.04	\$86.98	\$168.68	\$326.81	\$490.22

Dumpster Rent:

1.5 yards	\$11.90/month
2 yards	\$11.90/month
3 yards	\$15.47/month
4 yards	\$17.85/month
6 yards	\$21.42/month
8 yards	\$23.80/month

We propose an increase per year reflecting the average Consumer Price Index (CPI). The specific CPI relevant to this proposal is the CPI-U – Midwest Region, All Items less Food and Energy, capped at 5%.

West Central Sanitation - "Good Neighbors You've Come to Trust"



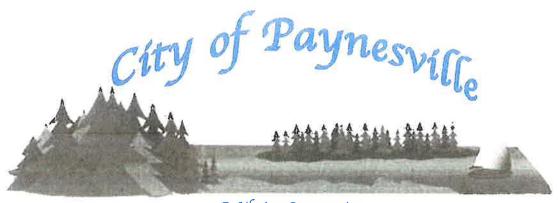
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Ass	uredPartners of Minnesota LLC				PHONE (651) 287-1161 FAX (A/C, No. Ext): (651) 644-9137 (A/C,					
268	5 Long Lake Road				E-MAIL ADDRES	ss: kim.rowe@	@assuredpartn	ers.com		
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	West Central Sanitation, Inc.				INSURE	RC:				
	P.O. Box 796				INSURE	RD;				
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A Lifetime Opportunity

To Whom it May Concern:

Our city is pleased to write a reference letter, for West Central Sanitation, on behalf of the City of Paynesville. Paynesville has contracted with West Central Sanitation for over 35 years. They have provided weekly garbage service pickup and bi-weekly recycling pickup while working very hard to provide great service, and have done so with consistent and fair prices.

For the entirety of our relationship with them, they have provided Spring Cleanup and Fall Leaf Pick-up in our community. For these events, they have always been punctual, adequately staffed, and very pleasant and helpful. We've never had an issue with residual waste or resident complaints.

From the beginning of our services with them, they have remained consistently attentive and diligent to our needs. Their office has provided excellent customer service, whenever city personnel or a customer calls. They are easy to work with and very flexible when a special request arises.

The City of Paynesville and its residents have been very pleased with services provided, and overall interactions with everyone from drivers and management, to company ownership. I would highly recommend them to any community, knowing they will do a great job.

Sincerely.

Ron Mergen

Public Works Director

City of Paynesville

MCLEOD COUNTY ENVIRONMENTAL SERVICES

Offices of

Planning & Zoning, Solid Waste & Household Hazardous Waste 1605 5th Avenue, Hutchinson, MN 55336 Phone (320) 484-4344 Fax (320) 484-4315

West Central Sanitation 4089 Abbott Drive Willmar, MN 56201

To whom it may concern,

West Central Sanitation provides hauling services for waste collection and recycling collection throughout much of McLeod County. I have been with McLeod County for 19+ years and have had the great pleasure of meeting and conducting business with Don Williamson and Jeff Bertram during this past year. These two gentlemen conduct themselves with great dignity, respect and honesty. My first impression of these two individuals was impressive due to the highest quality of character I have witnessed since day one.

McLeod County Environmental Services has contracted with West Sanitation since 2008 to receive services related to county wide recycling collection which in turn is transported to McLeod County's Material Handling Facility (MRF). McLeod County Environmental Services employees have several experiences working with West Central Sanitation management, office support staff, and drivers. Our experiences with all of West Central staff have and continue to exceed expectations in the areas of customer care, contract negotiation, pricing, and most importantly business ethics. McLeod County has and continues to value the relationship established with this outstanding organization. I highly recommend West Central Sanitation as a service provider.

Sincerely,

Marc Telecky

Environmental Services Director

McLeod County

City of Sacred Heart

PO Box 128 Sacred Heart, MN 56285 RENVILLE COUNTY

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend the services of West Central Sanitation.

The City of Sacred Heart has been using West Central Sanitation for the past 25 years or so for our waste management and recycling services. They do an excellent job, are always punctual, offer competitive rates, and have always been quick to help us when we have questions or concerns with their services. Throughout the last several years our city has been in the middle of a large infrastructure project and while streets where impassable at times, West Central Sanitation continued to work with our city and our residents to offer uninterrupted garbage and recycling pickup services.

Don Williamson, owner of West Central Sanitation, has always had great communication with our city and is a respectful and knowledgeable person. Every year we meet to renew our contract and one thing that I have observed is that he truly does care about the services he provides and he is always willing to go the extra mile to make sure his customers are happy.

I'm happy to recommend the services of West Central Sanitation. If you have any questions, please give me a call at (320)765-2559.

Thank you,

Colette Santjer

City Administrator/Clerk/Treasurer

Colette Sartjer

Phone: (320)765-2559 Email: shclerk@hcinet.net Fax: (320)765-2661 Website: www.sacredheartmn.org

The City of Sacred Heart is an equal opportunity provider and employer.



221 N. Main Street P.O. Box 371 Renville, MN 56284 Phone: (320) 329-8366 Fax: (320) 329-8367

Website: www.ci.renville.mn.us

To Whom It May Concern:

I am writing this letter to recommend the services of West Central Sanitation to you. Since 1991, West Central Sanitation has worked within the City of Renville as either the recycling and/or refuse collector. The company offers high quality services for residential and commercial garbage removal at fair prices. Communication and interaction with both the owners and employees at West Central Sanitation has always been very good.

We have always been satisfied with West Central Sanitation's work, prices, and quality of employees that work within our city.

If you have any questions, feel free to contact me.

Sincerely,

Shane Wohlman

City Administrator/Clerk

City of Renville



111 Hassan Street SF Hatchinson, MA 55350-2522 320-231-4241-Tax 320-231-4240

Letter of Recommendation for West Central Sanitation

To Whom It May Concern:

I am writing this letter of recommendation on behalf of West Central Sanitation. The City of Hutchinson has worked with West Central Sanitation since the fall of 2015. During that time, the City has enjoyed a wonderful working experience with West Central Sanitation. West Central has been able to provide a service to our residents at a cost that was less than our previous provider and a service that is just as good.

The City of Hutchinson is happy with the work provided by West Central Sanitation and would recommend them to any Municipality/Company that is looking to hire their services. Please feel free to call or email me if you have any questions about West Central Sanitation and the service they provide to the City of Hutchinson.

Sincerely.

Matthew Jaunich

City Administrator



To Whom It May Concern

RE: Letter of Recommendation

I understand that West Central Sanitation is submitting a request for proposal for garbage and recycling services for your area. The City of Waite Park highly recommends this company.

We had national/international companies service our City over the years. We grew tired of the multiple price increases, service type issues and the distant relation we had with those companies. In 2004 we had a request for proposal and, even though they were a little higher in price, we contracted with West Central Sanitation for one year. We were so impressed with their hands-on relationship with our City, their great service, and consistent pricing, that we extended their contract two additional years. In 2006, we awarded a five-year contract and have renewed that contract two additional times, with the current contract extending through 2021. We couldn't be happier with the service that they have provided our residents!

West Central Sanitation services approximately 1,550 residential properties in our community with no issues whatsoever. The service continues to be excellent, and their proactive approach in working with our community to handle our waste and recyclables has been appreciated and helped our bottom line. They truly have become a partner in these services.

The drivers for West Central Sanitation have also been very diligent in being proactive in notifying the city of any residents who are either abusing or misusing the refuse/recycling services. This allows us to contact the resident and correct the situation in a timely manner. We appreciate this, as it helps to keep the costs down for the city when the services are being used, as intended.

When it comes to personalizing any specific residential need, they handle those issues immediately and personally. Once again, West Central Sanitation has exceeded our expectation.

We highly recommend West Central Sanitation.

Sincerely,

Shaunna Johnson City Administrator



150 Second Street SW Perham, MN 56573

218.346.5500

arvig.com

City of Olivia, Minnesota Attn: Troy Fuoss, Electrical Superintendent 1009 W. Lincoln Avenue Olivia, MN 56277

Thank you for the opportunity to bid the 2024 Olivia Electrical Project. At this time, Arvig feels we can meet the July 31st deadline you mentioned in the invitation.

We welcome joint opportunities with other utility companies and will work with our Arvig facility at the same time.

Arvig is pleased to provide a lump sum price of **\$152,500.00** to build the project. As mentioned in the invitation, the City of Olivia will provide all materials for the project. Arvig will install the duct(s)/pipe(s) as shown in the map, but the pulling of any wire is by others.

Regards,

Arvig

Jamey Zenzen

Construction Manager



Memorandum

To: City Council

From: Elizabeth Torkelson, City Administration

RE: American Public Power Association (APPA) 2024 National Conference

The American Public Power Association (APPA) 2024 National Conference will be held in San Diego this summer. The main conference dates are June 10 to 12, with optional pre-conference seminars on Sunday, June 9.

Minnesota Municipal Power Agency (MMPA) has determined that there is value to the Agency to have Board members attend this specific conference. Last year, the MMPA Board approved a policy of covering the expenses for Board members and alternates to attend the National Conference.

As a Board alternate member of MMPA, I plan to attend the APPA conference in San Diego and MMPA will be covering the costs of attending the conference. I discussed with the City Attorney and there are no gift law concerns pursuant to the exceptions section of MN Statute 471.895.