

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



PLEDGE OF ALLEGIANCE

1) CALL TO ORDER AND DETERMINATION OF A QUORUM

Councilors: ___Baumgartner ___Ebberts ___Ferguson ___Mayor Hawkinson ___Padnos

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) CONSENT AGENDA

- A) Regular Meeting Minutes of January 16, 2024
- B) Work Session Minutes of January 16, 2024
- C) Resolution 2024-19, Accepting the Transfer of Real Property from the Olivia Economic Development Authority
- D) Resolution 2024-20, Amending Resolution 2024-10 Approving Step Movement for Jodi Gilberts
- E) Resolution 2024-21, Approving Hire of Probationary Firefighter Alan Bergquist
- F) Resolution 2024-22, Confirmation of Fire Department Leadership Appointments
- G) Resolution 2024-23, Formal Endorsement of Olivia Fire Relief Association's Retirement Plan
- H) Resolution 2024-24, Appointing Judges for the 2024 Presidential Primary Election and Setting Wages
- I) Resolution 2024-25, Acknowledging the Olivia Ambulance Service Inc. has Designated Olivia Golf Club Inc. as their Lawful Gambling Premise which is Located Within the City of Olivia
- J) Resolution 2024-26, Authorization of Employment to Axel Zaragoza as an On-Call, Part-Time Police Officer
- K) Resolution 2024-27, Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition
- L) State Airport Fund Grant Agreement
- M) Electric Department Purchase Order – JT Services
- N) Cintas Services Agreements – Liquor Store, Water/Wastewater, and Public Works
- O) January Disbursements

5) DISCUSSION / BUSINESS ITEMS

- A) Public Hearing on Comprehensive Plan
 - i) Temporarily Recess the Meeting / Open Public Hearing
 - ii) Consultant / Staff Reports
 - iii) Receive Public Comment
 - iv) Close Public Hearing / Reopen Regular Meeting
- B) Marcus Construction Project Update
- C) 611 Lincoln Ave Control Burn Agreement
- D) Public Comment Policy
- E) Pool

6) REPORTS

- A) BOLD/ Olivia Joint Powers Pool Board
- B) Reports of Council / Staff

7) NOTICES AND COMMUNICATIONS

8) ADJORNMENT

REGULAR MEETING MINUTES

Tuesday, January 16, 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 6:08 P.M.

Council Members Present: Matt Baumgartner, Mayor Hawkinson and Landon Padrnos.

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Pam Whitmore, City Attorney; Darla Dillon, Olivia Ambulance Service; Jesse Zeitz, Public Works; BOLD Student, Ross Okins, Renville County Register; Taxpayer (zoom), Jasmine Miller, Deputy Clerk.

PUBLIC FORUM

Mayor Hawkinson temporarily suspended the regular meeting and opened the public forum at 6:09 P.M.

No public comments were offered so Mayor Hawkinson reopened the regular meeting at 6:10 P.M.

AGENDA

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

CONSENT AGENDA

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

- A) Regular Meeting Minutes of January 2, 2024
- B) Resolution 2024-18, Gambling Exempt Permit for Corn Capital Days Inc
- C) Confirm Mayoral Appointment of Mary Jo Halliday to the Planning Commission
- D) December Disbursements

DISCUSSION / BUSINESS ITEMS

Public Works- Snow Plow Truck Quotes

Motion by Padrnos, second by Hawkinson to approve the snow plow truck quotes. Hawkinson and Padrnos voted yes. Baumgartner voted no. Motion passed.

Torkelson informed Council that the City currently has three snow plow trucks and one road grader to plow the City streets. The Public Works Department would like to replace the 2004 truck. Money has been allocated in the CIP for the purchase of the snow plow truck. The new truck has a larger box on the back which would benefit the department with hauling snow, tar, gravel and for brush pick up. Zeitz informed the Council that the 2004 truck has required over 12,000 in repairs over the last couple of years and the truck continues to have problems. Zeitz recommends that the City does not continue to invest in the 2004 truck. Baumgartner shared that he would like to space out equipment purchases further and requested more information about the City's equipment needs and replacement timelines. Padrnos stated that he believes the purchase of the snow plow truck and body is on track and the request is responsible.

No additional items or new business items were presented.

REPORTS

Reports of Council / Staff

Torkelson reported that the final draft of the Comprehensive Plan is available on the City of Olivia's website and encouraged the public to review and comment on the document. Torkelson also reminded the public that meeting videos are also being posted on the City's You Tube channel.

Winter Warm Up Event will be held on Friday, January 26th at Max's. Tickets are available at the Olivia Liquor Store.

No additional reports were presented.

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

Discussion Regarding Appraisals and Asking Prices for Possible Sale of Real Property: PID #'s 35-05260-00, 35-05261-00, 35-05275-00 and 35-05255-00

At 6:46 Mayor Hawkinson temporarily recessed the regular meeting and entered into a closed session.

At 7:03 PM Mayor Hawkinson terminated the closed session and reopened the regular meeting.

ADJOURNMENT

Motion by Padrnos, second by Baumgartner: to adjourn the meeting at 7:04 P.M. Motion passed unanimously.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk

WORK SESSION MINUTES

Tuesday, January 16, 2024

5:30 P.M. – 6:07 P.M.

WORK SESSION

Council Members Present: Matt Baumgartner, Mayor Hawkinson and Landon Padrnos.

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Pam Whitmore, City Attorney; Jesse Zeitz, Public Works; Darla Dillon, Olivia Ambulance Service; Cathy Baumgartner, Olivia EDA Chair; Ross Okins, Renville County Register; BOLD Student, Jasmine Miller, Deputy Clerk.

Open Meeting Law Presentation

City Attorney, Pam Whitmore reviewed the Open Meeting Law with Council. Whitmore clarified that the open meeting law exists to make sure that Government is transparent, and prohibit secret meetings. Whitmore reviewed notice requirements, remote participation, best practices, quorums, emails, texting, social media and information sharing.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk

**CITY OF OLIVIA
RENVILLE COUNTY, MINNESOTA
RESOLUTION NO. 2024-19**

**RESOLUTION ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE
OLIVIA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the Economic Development Authority in and for the City of Olivia, Minnesota (“EDA”) owns certain real properties located in the City of Olivia, County of Renville, State of Minnesota, legally described on the attached Exhibit A (“Property”); and

WHEREAS, the EDA desires to sell the Properties to the City of Olivia (“City”);
and

WHEREAS, City desires to purchase the Properties for the purpose of conveying the property to _____ for the continued operation of an existing car dealership, as articulated in the Purchase Agreement by and between _____ and the City of Olivia for Purchase of Real Property (“Purchase Agreement”); and

WHEREAS, the sale of these properties to the existing business furthers a public purpose by keeping the successful local business in the City of Olivia’s economy and benefits the City of Olivia’s tax base;

WHEREAS, on _____, 2024, the EDA held a public hearing on the sale of the Property and the EDA considered all of the information presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the Olivia City Council approves the purchase and accepts the properties and further authorizes the City Administrator to execute the necessary documents to accept the transfer and conveyance of title to the Property listed on Exhibit A and to record the deeds accordingly.

Adopted this _____ day of _____, 2024.

Jon Hawkinson
Mayor

Attested by:

Jasmine Miller
City Clerk

EXHIBIT A

Legal Description of the Property

Lots 1, 2, and 3, Block 2, Prairie West, according to the recorded plat thereof, Renville County, Minnesota.

Abstract Property

CITY OF OLIVIA
RESOLUTION NO. 2024-20

AMENDING RESOLUTION NO. 2024-10
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, Jodi Gilberts has satisfactorily had her performance reviewed for the prior year and subsequent goals set for the upcoming; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Jodi Gilberts at Step 2 of Grade 7 of the approved pay scale effective January 3, 2024.

Adopted by the City Council of the City of Olivia this 5th day of February 2024

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

**CITY OF OLIVIA
RESOLUTION NO. 2024-21**

Resolution Approving Hire of Probationary Firefighter Alan Bergquist

WHEREAS, Fire Chief Tim Seehusen has informed the City Administrator of his receipt of application materials from an individual expressing interest in joining the Olivia Fire Department; and

WHEREAS, The Fire Department Interview Committee followed an interview process that evaluated the applicants on their knowledge, decision making skills and ability to perform in a series of agility tests; and

WHEREAS, After interviewing the interested applicants, the Committee noted that Alan Bergquist was found to be qualified, and recommended that the City Council offer probationary firefighter status to him; and

WHEREAS, Pending a successful fitness for duty medical exam, the Committee recommends that the individual be hired as a probationary firefighter; and

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

THEREFORE, Based upon the recommendation by the Fire Department Interview Committee, the City Council hereby extends an offer of employment to Alan Bergquist to the position of probationary firefighter contingent upon a satisfactory medical exam clearing them for active duty; and

FURTHERMORE; Upon successful completion of a year of service and all required training, the status of probationary firefighter will be lifted and he will be named to full firefighter status with the City's fire and rescue department.

Adoption by the City Council of the City of Olivia on this 5th day of February, 2024.

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

**CITY OF OLIVIA
RESOLUTION NO. 2024-22**

Resolution Confirming Fire Department Leadership Appointments

WHEREAS, Tim Seehusen has informed the City Administrator of an election of new officers at a regular monthly fire department meeting; and

WHEREAS, Time Seehusen, Dave Altmann and Joe Ryan are stepping down from their leadership positions to pass the mantle of leadership onto the next generation while remaining on the active roster; and

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

NOW, THEREFORE, BE IT RESOLVED, Based upon the election of new officers by fire department personnel, the City Council hereby approves the promotion of the following Fire Department personnel to the positions listed below:

Chief:	Kevin Morse
Secretary:	Brady Revier
Treasurer:	Nate Erickson

Adopted by the City Council of the City of Olivia this 5th day of February 2024

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

CITY OF OLIVIA
RESOLUTION NO. 2024-23

Formal Endorsement of Olivia Fire Relief Association's Retirement Plan

WHEREAS, The Olivia Fire Department was founded in 1893 and has served the region's fire and rescue needs since its inception; and

WHEREAS, The State Legislature has established the right of fire departments to establish separate firefighter relief associations in order to better provide financial support for firefighter needs including the creation of funded retirement programs for vested members; and

WHEREAS, The Olivia Fire Relief Association has a long-standing retirement plan for its members where a set amount of funds is allocated to a member for every year of service they have provided to the community; and

WHEREAS, For the last two years the annual, per-year-of-service allocation for vested, retiring firefighters has been \$1,500; and

WHEREAS, At their annual meeting in 2024 the Relief Association's Executive Board passed a motion authorizing an increase in per-year retirement allocations to \$1,800 and asked that the City Council consider providing their formal backing and endorsement of that increased contribution level; and

WHEREAS, The City Council understands that under State rules the City is under no requirement to fully or even partially underwrite the contribution levels set for retiring firefighters who are vested in their local retirement plan; but upon doing so the City is then obligated to underwrite those contribution levels and would be required to cover any shortfalls in available funding levels to provide for timely retirement payouts; and

THEREFORE BE IT RESOLVED: that the Olivia City Council hereby acknowledges and pledges its formal support to underwrite firefighter relief association retirement payouts to qualified and vested retiring firefighters up to the established per-year contribution of \$1,800; and

FURTHERMORE, The Council understands that this pledge of support binds future City Councils to provide funding to cover firefighter retirement payouts if it is determined that such payouts would result in a shortfall in available retirement account funds, unless the Olivia Fire Relief Association formally votes to relieve the City Council of this commitment.

Adoption by the City Council of the City of Olivia this 5th day of February, 2024.

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

**CITY OF OLIVIA
RESOLUTION NO. 2024-24**

Resolution Appointing Judges for the 2024 Presidential Primary Election and Setting Wages

WHEREAS, according to Minnesota Statute 204B.21, Section 2, it is the responsibility of the City Council to appoint Election Judges for the following:

Tuesday, March 5, 2024, the Presidential Primary Election;

WHEREAS, the following individuals have applied and been found eligible to serve; and

WHEREAS, the list of election judges below will attend the required training by Renville County and receive their certification; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby appoints the following as official Election Judges

Carol Ahlquist	Kim Bailey	Natasha Gardeen
Jim Boersma	Joan Johnson-Berg	Jim Boersma
Julie Wertish	Elizabeth Torkelson	Jodi Gilberts
John Dotson	Mary Jo Halliday	Patricia Zuhlsdorf
Jean Herdina	Shawn Hanson	Mary Schroepfer
George Stadther	Linda Stadther	Marissa Castillo
Jasmine Miller	Lynn Wiger	Diane Zenk

FURTHER, BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, hereby authorizes the City Clerk to make substitutions to the above list of judges as necessary to maintain the required minimum and fill vacancies if needed;

AND FURTHER BE IT RESOLVED, that the City Council of the City of Olivia, Minnesota, that these wages for election judges be approved as follows:

Day Judges: \$15/hour

Ballot Review Judges: \$15/hour

Adopted by the City Council of the City of Olivia this 5th day of February 2024

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

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

Mail the application and required attachments to:

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

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

Organization Name: _____ License Number: _____

Chief Executive Officer (CEO) _____ Daytime Phone: _____

Gambling Manager: _____ Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: _____

List any previous names for this location:

Street address where premises is located: _____
(Do not use a P.O. box number or mailing address.)City: _____ **OR** Township: _____ County: _____ Zip Code: _____

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

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

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

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

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

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

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number): _____ City: _____ State: _____ Zip Code: _____

MN**MN****MN**

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign)	Date
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>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;</p>	<p>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.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

**CITY OF OLIVIA
RESOLUTION NO. 2024-25**

Resolution Acknowledging the Olivia Ambulance Service, Inc. has Designated Olivia Golf Club Inc. as Their Lawful Gambling Premise which is Located Within the City of Olivia

WHEREAS, the Olivia Ambulance Service, Inc. is requesting that the City of Olivia as the local unit of government approve a lawful gambling location for their gambling operation; and,

WHEREAS, the State of Minnesota requires an application, from the Minnesota Lawful Gambling Board to be completed for authorization, known as a Premises Permit Application, form LG214; and,

WHEREAS, the Olivia Ambulance Service, Inc. has chosen Olivia Golf Club Inc., 512 South 6th Street, Olivia, Minnesota 56277; as their lawful gambling location; and,

NOW, THEREFORE, BE IT RESOLVED, that the Olivia City Council acting as the local unit of government hereby acknowledges Olivia Golf Club Inc., 512 South 6th Street, Olivia, Minnesota 56277, is the approved lawful gambling location for the Olivia Ambulance Service, Inc. within City limits.

Adopted by the City Council of the City of Olivia this 5th day of February 2024

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

**CITY OF OLIVIA
RESOLUTION NO. 2024-26**

**Authorization of Employment to Axel Zaragoza
as an On-Call, Part-Time Police Officer**

WHEREAS, Police Chief Jason Krumheuer noted that the current pool of on-call, part-time police officers on the staff roster would benefit from adding one or more additional individuals in order to provide sufficient shift coverage for vacations, sick leave, and special events; and

WHEREAS, The City Council has authorized the Chief to be able to, on an ongoing basis, review applications for part-time employment by suitable, qualified individuals seeking to be included on the on-call, part-time police roster and recommend those individuals to the City Council for their review and consideration; and

WHEREAS, Chief Krumheuer received an application from Axel Zaragoza who indicated he was interested in serving with the Olivia Police Department on an on-call, part-time basis; and

WHEREAS, the Chief assembled an interview panel who has determined that Zaragoza would be a suitable addition to the part-time roster pending final reference checks and background investigations; and

WHEREAS, The City Council has sole authority to hire, fire, discipline and promote employees – including part-time and on-call employees;

NOW, THEREFORE, BE IT RESOLVED, Based upon the recommendation of the Police Chief, the City Council hereby extends an offer of employment to Axel Zaragoza as a patrol officer on the Olivia Police Department's part-time roster with a starting compensation rate of Grade 10, Step 5 contingent upon successful reference and background checks.

Adoption by the City Council of the City of Olivia on this 5th day of February, 2024.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Olivia, 1009 West Lincoln Avenue Olivia, MN 56277-1250 ("Grantee").

RECITALS

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

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on January 25, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A6501-40, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Olivia's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

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

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

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Crack Seal and AGIS Survey for Rwy 11	0%	95%	5%
Federal Committed:	\$ 0.00		
State:	<u>\$114,000.00</u>		
Grantee:	<u>\$ 6,000.00</u>		

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

4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$114,000.00**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**. Exhibit "**B**", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658 or their successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Elizabeth Torkelson, City Administrator
Phone (320) 523-2361 etorkelson@olivia.mn.us

City of Olivia
1009 West Lincoln Avenue
Olivia, MN 56277-1250

Or their successor.

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

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

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

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

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

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and

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

10.2.2 **Obligations**

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

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

- 14.1 Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

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

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

any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

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

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

20 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



SPA6501-40
Contract#:1055980

December 19, 2023

RE: Olivia Municipal Airport
State FY 2024 Grant Request
Pavement Crack Seal and Micro Milling

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

Dear Mr. Bourassa,

The City of Olivia is requesting a grant from the MnDOT Office of Aeronautics for the Olivia Municipal Airport (OVL) for the State Fiscal Year 2024. The grant request is for the design contract for the pavement crack seal and micro milling projects. The actual cost associated with this project is shown below:

Design Engineering and Construction Administration (SEH)	\$28,800.00
Total	\$28,800.00
MnDOT Share – 95%	\$27,360.00
Local Share – 5%	\$1,440.00

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$27,360.00. A grant amendment will be requested for construction costs after the project is through the bidding process. Estimated total cost of construction services is \$80,000.00. Please contact me if you have any questions or need further information. Thank you for supporting the Austin Municipal Airport.

Sincerely,

Elizabeth Torkelson, City Administrator
City of Olivia, Minnesota

Cc: Brian Conklin, MnDOT Office of Aeronautics
Arika Johnson, MnDOT Office of Aeronautics
Adinda Van Espen, SHE

Enclosure:

SEH Agreement for 2024 Airfield Pavement Crack Seal and Micro Milling

City of Olivia • 1009 West Lincoln Ave • Olivia, MN 56277
(320) 523 – 2361



SP A6501-40
Contract#:1055980

December 18, 2023

RE: Olivia Regional Airport
State FY 2024 Grant Request
AGIS Survey

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

Dear Mr. Bourassa,

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

AGIS Survey	\$91,200.00
MnDOT Share – 95%	\$86,640.00
Local Share – 5%	\$4,560.00

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$86,640. Please contact me if you have any questions or need further information. Thank you for supporting the Olivia Regional Airport.

Sincerely,

Elizabeth Torkelson, City Administrator
City of Olivia, Minnesota

Cc: Brian Conklin, MnDOT Office of Aeronautics
John Fleming, MnDOT Office of Aeronautics
Jacqueleine Zirbes, SEH
Adinda Van Espen, SEH

Enclosure:

SEH Agreement for AGIS Survey

City of Olivia • 1009 West Lincoln Ave • Olivia, MN 56277
(320) 523 – 2361

Airport: Olivia Regional Airport
Ident: OVL
Sponsor: City of Olivia
State Project: A6501-40
State Agreement #:
Description: Crack Seal and AGIS Survey for Rwy 11
Version Date: 1/25/2024

Construction	Description	Total	State Funding Rate	State		Local
		\$ -	0%	\$ -	\$ -	
		\$ -	0%	\$ -	\$ -	
CONSTRUCTION SUBTOTAL		\$ -		\$ -	\$ -	
Engineering	Description	Total		State	Local	
	AGIS Survey	\$ 91,200.00	95%	\$ 86,640.00	\$ 4,560.00	
	Design Services - SEH	\$ 28,800.00	95%	\$ 27,360.00	\$ 1,440.00	
	ENGINEERING SUBTOTAL	\$ 120,000.00		\$ 114,000.00	\$ 6,000.00	
Administration	Description	Total		State	Local	
		\$ -	0%	\$ -	\$ -	
		\$ -	0%	\$ -	\$ -	
ADMINISTRATION SUBTOTAL		\$ -		\$ -	\$ -	
Grant Amounts		\$ 120,000.00		\$ 114,000.00	\$ 6,000.00	
Grant Percentages		100.00%		95.00%	5.00%	

Mn/DOT Agreement No.

(Complete Form On Reverse Side)

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



AGENDA ITEM REQUEST

Meeting Date Requested: 02-02-24

Agenda Item Request: Purchase of 15 poles rated for city use and the needs of Lightbeam.

Department: Electric

Name & Signature: Troy Fuoss

#	Item	Purpose	Amount
1.	15 Light poles	Replace st. light poles	\$36,735.00

Budget Impact:

All material is budgeted for and will go into inventory until expensed in 2024.

Lightbeam will be paying for their portion of these poles to address safety concerns with existing poles.

Action Requested / Recommended:

Approval

PURCHASE ORDER

ACCOUNT CODE			
640	49550		

AMOUNT	

AMOUNT PAID	

OFFICE USE ONLY	
INVOICE NO.	

CITY OF OLIVIA

Attn: Office of City Administrator
1009 West Lincoln
Olivia, MN 56277-1292
Phone: 320-523-2361

P.O. Number Must Appear On
All Invoices, Shipping Papers,
Packages, And Correspondence.

No 12481

DATE OF P.O. 1-25-24

VENDOR NUMBER

DATE PAID

CHECK NUMBER

V
E
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R

JT
Services

S
H
I
P
T
O

DATE REQUIRED

SHIPPED VIA

TERMS

DEPARTMENT

CODE

QUANTITY

DESCRIPTION

UNIT PRICE

TOTAL

Inv	15	5t light poles for Lightbeam	2449.00	\$36,735
-----	----	------------------------------	---------	----------

Sales Tax

TOTAL

36,735.00

Dept. Head

Administration

WHITE: Office - YELLOW: Department

Quotation



JT Services
 2055 Roe Crest Dr
 North Mankato, MN 56003
 Office: 507-387-5962
 Cell: 507-382-9847

Date	Quote #
12/12/2023	Q23-346-01

Customer:

City of Olivia
 1009 West Lincoln
 Olivia, MN 56277

Valid Until	Payment Terms
	Net 30

Qty	Description	Price	Total
X 10	<u>ORIGINAL POLE</u> 2508-40705-TEA-SBF/1MA0632B40 28' MH, Round Tapered Aluminum Pole, 4.00" Top Diameter, 7.00" Base Diameter, 0.156" Wall Thickness, Direct Burial, Hand Hole 18" Above Grade, Ground Lug Provided, Anti-Rotational Device, Satin Brushed Aluminum. Includes Matching 6' Bolt-on Arm.	1,835.00	18,350.00
	POLE NEEDED FOR BROADBAND EQUIPMENT		
10	2508-40706-TEA-SBF/1MA0632B40 28' MH, Round Tapered Aluminum Pole, 4.00" Top Diameter, 7.00" Base Diameter, 0.188" Wall Thickness, Direct Burial, Hand Hole 18" Above Grade, Ground Lug Provided, Anti-Rotational Device, Satin Brushed Aluminum. Includes Matching 6' Bolt-on Arm.	2,110.00	21,100.00
	FREIGHT ALLOWED		
	PRICING BASED ON A TOTAL OF 5-10 ORDERED		
	LEAD TIME: 12-15 WEEKS		

Please Note: This quote is confidential and its contents should not be shared with anyone other than representatives of the quoted company or an authorized JT Services employee. This quote does not constitute an agreement to sell the above items, as all sales are subject to prior credit approval.

Subtotal	\$39,450.00
Sales Tax (0.0%)	\$0.00
Total	\$39,450.00

280
 275



JT Services
 2055 Roe Crest Dr
 North Mankato, MN 56003
 Office: 507-387-5962
 Cell: 507-382-9847

Quotation

Date	Quote #
01/23/2024	Q24-023-02

Customer:

City of Olivia
 1009 West Lincoln
 Olivia, MN 56277

Valid Until	Payment Terms
	Net 30

Qty	Description	Price	Total
	ORIGINAL POLE W/ GFI - For Lightbeam		
10	2508-40705-TEA-SBF/1MA0632B40/3DR1252G-EA 28' MH, Round Tapered Aluminum Pole, 4.00" Top Diameter, 7.00" Base Diameter, 0.156" Wall Thickness, Direct Burial, Hand Hole 18" Above Grade, Ground Lug Provided, Anti-Rotational Device, Satin Brushed Aluminum. Includes Matching 6' Bolt-on Arm, Includes GFI	2,169.00	21,690.00
	POLE NEEDED FOR BROADBAND EQUIPMENT W/ GFI		
X 10	2508-40706-TEA-SBF/1MA0632B40/3DR1252G-EA 28' MH, Round Tapered Aluminum Pole, 4.00" Top Diameter, 7.00" Base Diameter, 0.188" Wall Thickness, Direct Burial, Hand Hole 18" Above Grade, Ground Lug Provided, Anti-Rotational Device, Satin Brushed Aluminum. Includes Matching 6' Bolt-on Arm. GFI Included.	2,449.00	24,490.00
	FREIGHT ALLOWED		
	PRICING BASED ON A TOTAL OF 5-10 ORDERED		
	LEAD TIME: 12-15 WEEKS		

Please Note: This quote is confidential and its contents should not be shared with anyone other than representatives of the quoted company or an authorized JT Services employee. This quote does not constitute an agreement to sell the above items, as all sales are subject to prior credit approval.

Subtotal	\$46,180.00
Sales Tax (0.0%)	\$0.00
Total	\$46,180.00



STANDARD RENTAL SERVICE AGREEMENT

Location No. 006K Agreement No. 210171060 Customer No. 12851829 Date _____
 Customer State of MN Phone 612-523-2361
 Address 1009 W LINCOLN City OLIVIA State MN Zip 56277

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X1919	2X3 WELLNESS AF MAT ONYX - Rental		ANY	2.838
X20023	SIG HRDWND WHT LRG - Rental	01	ANY	11.352
X2477	3X5 SCRAPER MAT - Rental		ANY	1.192
X27013	SIG AIR DSP ALU - Rental		ANY	0.000
X27015	SIG AIR CVR RED - Rental		ANY	0.000
X27026	SIG AIR SVC - Rental		ANY	1.703
X27027	SIG AIR RFL CLEAN - Rental	04	ANY	0.000
X27027	SIG AIR RFL CLEAN - Rental		ANY	0.000
X27058	SIG SOAP DSP ALU - Rental		ANY	0.000
X27060	SIG SOAP CVR RED - Rental		ANY	0.000
X27069	SIG SOAP SVC - Rental		ANY	3.973
X27070	SIG SOAP RFL FOAM - Rental		ANY	0.000
X27070	SIG SOAP RFL FOAM - Rental	04	ANY	0.000
X27083	SIG DUALTP RFL PAPER - Rental	01	ANY	23.773
X6097	KITCHEN PAPER TOWELS - Rental	01	ANY	73.785
X84030	3X10 GRAY MAT - Rental		ANY	2.265
X84430	4X6 GRAY MAT - Rental		ANY	1.812
X9207	SANIS BOWL CLIP SVC - Rental		ANY	1.135
X9208	SANIS BOWL CLIP RFL - Rental	04	ANY	0.000
X9276	STD BATH TISSUE - Rental		ANY	56.633
X9281	HRDWND WHT PAPER LRG - Rental		ANY	45.281

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory \$ _____ EA
- o Make-Up Charge \$2.750 per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment
- o Artwork Charge for Logo Mat \$ _____
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$ _____ per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$ _____ per garment Premium Advantage \$ _____ per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$ _____ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.



STANDARD RENTAL SERVICE AGREEMENT

- ☐ Prep Advantage \$ _____ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- ☐ Other _____

____/____/____ ☐ _____ Initial and check box if Unilease. All garments will be cleaned by Customer.
Date

____/____/____ ☐ _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories
Date of items in possession or under control of customer.

____/____/____ ☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any
Date of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

____/____/____ ☐ _____ Initial and check box if declining the Uniform Advantage Program
Date

Customer certifies that ☐ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No _____

By _____

Title _____

Accepted-GM _____

Please Sign Name _____

Please Print Name _____

Please Print Title _____

E-Mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("**Customer**") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work

environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.



STANDARD RENTAL SERVICE AGREEMENT

Location No. 006K Agreement No. 210167447 Customer No. 12851099 Date _____
 Customer State of MN Phone 320-523-2361
 Address 1009 W. LINCOLN City OLIVIA State MN Zip 56277

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X382	CARHARTT CARP JN - Rental		ANY	0.568
X65386	WK-SHRT/HI-VIS/ANSI2 - Rental		ANY	0.407
X65418	WK-SHRT/HI-VIS/ANSI3 - Rental		ANY	0.407
X74328	CARPENTER JEAN/RELX/ - Rental		ANY	0.201

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
BBZQ96S	HV YEL/HV YEL/ BLACK-B*		ANY	1.077
L52IIZ	EXP HTG AND AIR/BLK/BLK		ANY	1.077
L52PYR	OLIVIA CORN BR/NMW/NNYLW/BLK		ANY	1.077
LN2696	BB/NMW/HIVISYLW/HIVISYLW/BLK B		ANY	1.077

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X1946	24" MOP FRAME - Rental		ANY	0.000
X2180	SM SHOP TWL #2-RED - Rental	04	ANY	85.762
X2570	24" DUST MOP - Rental		ANY	0.518
X2990	CRT WHITE - Rental	01	ANY	0.693
X2995	CRT CABINET - Rental		ANY	0.000
X7699	C PULL TOWEL CASE - Rental		ANY	39.163
X9129	PAPER TWL MULTI FOLD - Rental	04	ANY	0.000
X9199	MULTI-FOLD REFILL - Rental		ANY	35.757
X9281	HRDWND WHT PAPER LRG - Rental		ANY	45.281
X9304	DISPOSABLE PAPER CRT - Rental		ANY	6.811
X9305	AUTOHRDWND DSP WHT - Rental		ANY	1.703

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$_____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$_____ EA
- o Make-Up Charge \$2.750 per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$_____ per garment
- o Artwork Charge for Logo Mat \$_____
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$_____ per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$_____ per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$_____ per garment Premium Advantage \$_____ per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$_____ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.



STANDARD RENTAL SERVICE AGREEMENT

- ☐ Prep Advantage \$0.066 _____ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- ☐ Other _____

_____/_____/_____
Date ☐ _____ Initial and check box if Unilease. All garments will be cleaned by Customer.

_____/_____/_____
Date ☐ _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

_____/_____/_____
Date ☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

_____/_____/_____
Date ☐ _____ Initial and check box if declining the Uniform Advantage Program

Customer certifies that ☐ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No _____
By _____
Title _____
Accepted-GM _____

Please Sign Name _____
Please Print Name _____
Please Print Title _____
E-Mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("**Customer**") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work



environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

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

CHECK DATE: 1/01/2024 THRU 1/31/2024
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
10100	1/05/2024	BANK-DRAFT	001707	American Bank	12,750.15CR	OUTSTND	A	0/00/0000
10100	1/05/2024	BANK-DRAFT	001708	MN Department of Revenue	2,599.71CR	OUTSTND	A	0/00/0000
10100	1/05/2024	BANK-DRAFT	001709	PERA	11,137.25CR	OUTSTND	A	0/00/0000
10100	1/05/2024	BANK-DRAFT	001710	Olivia, City of	384.62CR	OUTSTND	A	0/00/0000
10100	1/05/2024	BANK-DRAFT	001711	HealthEquity, Inc.	3,942.91CR	OUTSTND	A	0/00/0000
10100	1/05/2024	BANK-DRAFT	001712	MassMutual Retirement Services	225.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	BANK-DRAFT	001714	US Department of Agriculture	144,294.65CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001715	American Bank	14,539.29CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001716	MN Department of Revenue	3,088.61CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001717	PERA	13,490.65CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001718	Olivia, City of	384.62CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001719	HealthEquity, Inc.	4,224.57CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	001720	MassMutual Retirement Services	225.00CR	OUTSTND	A	0/00/0000
10100	1/19/2024	BANK-DRAFT	011924	General Sales Tax Payment	15,614.00CR	OUTSTND	G	0/00/0000
10100	1/19/2024	BANK-DRAFT	011925	Liquor Sales Tax Payment	10,788.00CR	OUTSTND	G	0/00/0000
10100	1/20/2024	BANK-DRAFT	012024	Health Equity Fee	47.20CR	OUTSTND	G	0/00/0000
10100	1/24/2024	BANK-DRAFT	001721	Casey's Business MasterCard	3,484.90CR	OUTSTND	A	0/00/0000
10100	1/24/2024	BANK-DRAFT	001722	CenterPoint Energy	2,113.60CR	OUTSTND	A	0/00/0000
10100	1/24/2024	BANK-DRAFT	001723	Global Payments/OpenEdge	5,111.03CR	OUTSTND	A	0/00/0000
10100	1/24/2024	BANK-DRAFT	001724	Renville Sibley Coop Pow.	52.45CR	OUTSTND	A	0/00/0000
10100	1/24/2024	BANK-DRAFT	001725	US Bank Purchasing Card Progra	7,542.38CR	OUTSTND	A	0/00/0000
10100	1/29/2024	BANK-DRAFT	001726	AFLAC	125.94CR	OUTSTND	A	0/00/0000
10100	1/29/2024	BANK-DRAFT	001727	Colonial Life Insurance	490.40CR	OUTSTND	A	0/00/0000
CHECK:								
10100	1/03/2024	CHECK	067245	River Valley Arms & Ammo, LLC	1,918.71CR	OUTSTND	A	0/00/0000
10100	1/05/2024	CHECK	067246	Beverage Wholesalers Inc.	387.60CR	OUTSTND	A	0/00/0000
10100	1/05/2024	CHECK	067247	Paustis Wine Company	1,335.50CR	OUTSTND	A	0/00/0000
10100	1/05/2024	CHECK	067248	Southern Glazer's of MN	2,147.45CR	OUTSTND	A	0/00/0000
10100	1/05/2024	CHECK	067249	Viking Beverages	10,273.00CR	OUTSTND	A	0/00/0000
10100	1/08/2024	CHECK	067250	Ridler, Freddie & Monica	50.00CR	OUTSTND	A	0/00/0000
*** 10100	1/10/2024	CHECK	067259	REFUND: Berg, Colin	252.99CR	OUTSTND	U	0/00/0000
10100	1/10/2024	CHECK	067260	REFUND: Kubesh, Bailey	124.23CR	OUTSTND	U	0/00/0000
10100	1/10/2024	CHECK	067261	REFUND: Teton Oasis, LLC	201.98CR	OUTSTND	U	0/00/0000
10100	1/10/2024	CHECK	067262	ABM Equipment & Supply LLC	2,073.66CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067263	Adult Client Training Services	840.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067264	Advanced Health, Safety and Se	230.85CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067265	Amazon Capital Services, Inc.	100.20CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067266	Anderson, Larson, Klaassen, Dahla	3,058.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067267	Border States Electric Supply	1,519.50CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067268	CenturyLink Business Service	247.02CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067269	Chappell Central, Inc.	4,592.77CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067270	Cintas Corporation	152.38CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067271	Coalition of Greater Minnesota	4,884.00CR	OUTSTND	A	0/00/0000

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

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10100	1/10/2024	CHECK	067274	Dinges Partners Group LLC	221.68CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067275	Display Sales, Inc.	563.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067276	Farmers Coop Oil Company	212.34CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067277	Ferguson Waterworks, Inc.	52.13CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067278	First Security Bank - Hendrick	54,650.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067279	FM Bank	80.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067280	Grainger Inc.	913.98CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067281	Greater Minnesota Parks & Trai	165.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067282	Hawkins Inc.	5,965.16CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067283	Hubin Publishing Inc.	187.70CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067284	J Berg Sales & Service Inc.	101.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067285	Jahnke Water Inc.	408.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067286	JT Services	10,758.38CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067287	Kandiyohi Power Cooperative	4,411.89CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067288	Lakeland Brodcasting, Inc.	394.50CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067289	Lee's Plumbing & Heating LLC	1,389.28CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067293	Missouri River Energy Services	3,595.15CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067295	NAPA Auto Parts	272.42CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067297	Olivia Tire & Service Inc.	1,994.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067298	PIP Creations	50.75CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067304	S.T. Sports	912.50CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067305	Scofield, Joe	76.53CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067306	Security Bank and Trust CO.	49,027.75CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067307	Sigurdson, Richard	543.20CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067309	The Home City Ice Company	91.98CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067310	Total Glass, Inc.	938.30CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067311	Tyler Technologies, Inc.	28,873.90CR	OUTSTND	A	0/00/0000
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10100	1/10/2024	CHECK	067315	Utility Consultants, Inc.	1,040.84CR	OUTSTND	A	0/00/0000

COMPANY: 999 - Pooled Cash Fund
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FOLIO: All

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AMOUNT: 0.00 THRU 999,999,999.99
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10100	1/10/2024	CHECK	067317	Viking Coca-Cola Bottling	417.50CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067318	Vision Systems & Cons Inc	370.00CR	OUTSTND	A	0/00/0000
10100	1/10/2024	CHECK	067319	Vivid Image, Inc.	600.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067320	ABM Equipment & Supply LLC	4,416.06CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067321	Amaril Uniform Company	1,307.01CR	OUTSTND	A	0/00/0000
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10100	1/24/2024	CHECK	067323	Beverage Wholesalers Inc.	235.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067324	BOLD School District	1,160.75CR	OUTSTND	A	0/00/0000
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10100	1/24/2024	CHECK	067326	CenturyLink Business Service	289.14CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067327	Cintas Corporation	203.16CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067328	Ditch Witch of MN, Inc.	2,038.59CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067329	Farwest Line Specialties, LLC	633.59CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067330	Flexible Pipe Tools & Equipmen	295.20CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067331	H & L Mesabi Co, Inc.	1,814.92CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067332	H & L Stationery & Supply	326.74CR	OUTSTND	A	0/00/0000
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10100	1/24/2024	CHECK	067334	J Berg Sales & Service Inc.	531.58CR	OUTSTND	A	0/00/0000
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10100	1/24/2024	CHECK	067336	Kennedy & Graven, Chartered	7,762.98CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067337	Lee's Plumbing & Heating LLC	2,255.50CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067338	Marco Inc.	219.75CR	OUTSTND	A	0/00/0000
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10100	1/24/2024	CHECK	067342	Minnesota UI Fund	4,342.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067343	Missouri River Energy Services	50.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067344	MN DNR Ecological and Water Re	687.37CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067345	MN Municipal Util Assoc	5,513.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067346	O.K. Tire Store	710.60CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067347	Olivia Tire & Service Inc.	1,768.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067348	Phillips St. Paul	3,695.21CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067349	Sheldon's Pit Stop	110.84CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067350	Short Elliot Hendrickson Inc.	27,394.57CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067351	Southern Glazer's of MN	3,064.78CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067352	US Postal Service	13.26CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067353	Verizon Wireless	840.16CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067354	Vinocopia, Inc	1,404.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067355	Weelborg Ford	610.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067356	West Central Comm. Inc.	149.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067357	West Central Fire Department A	110.00CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067358	Wine Merchants	1,053.73CR	OUTSTND	A	0/00/0000
10100	1/24/2024	CHECK	067359	Hillenbrand, Asha	50.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 1/01/2024 THRU 1/31/2024
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10100	1/29/2024	CHECK	067361	Blue Cross Blue Shield of Minn	37.07CR	OUTSTND	A	0/00/0000
10100	1/29/2024	CHECK	067362	BlueCross BlueShield of MN - H	23,725.13CR	OUTSTND	A	0/00/0000
10100	1/29/2024	CHECK	067363	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	1/29/2024	CHECK	067364	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	1/29/2024	CHECK	067365	VOID CHECK	0.00	OUTSTND	A	0/00/0000
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10100	1/29/2024	CHECK	067372	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	1/31/2024	CHECK	067373	US Postal Service	683.70CR	OUTSTND	A	0/00/0000
10100	1/29/2024	CHECK	067374	Clouse, Aaron	25.00CR	OUTSTND	A	0/00/0000
EFT:								
10100	1/08/2024	EFT	000725	TOW Dist Corp	6,975.04CR	OUTSTND	A	0/00/0000
10100	1/08/2024	EFT	000726	Bellboy Corporation	2,313.94CR	OUTSTND	A	0/00/0000
10100	1/08/2024	EFT	000727	Dahlheimer Beverage LLC	11,907.94CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000728	Gopher State One-Call	21.60CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000729	MN Municipal Power Agency	58,929.22CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000730	Department of Energy	57,063.21CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000731	Power System Eng., Inc.	1,830.00CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000732	Northland Trust Services, Inc.	498,486.88CR	OUTSTND	A	0/00/0000
10100	1/11/2024	EFT	000733	Lexipol, Inc	4,997.05CR	OUTSTND	A	0/00/0000
10100	1/25/2024	EFT	000734	TOW Dist Corp	2,987.65CR	OUTSTND	A	0/00/0000
10100	1/25/2024	EFT	000735	Bellboy Corporation	3,831.64CR	OUTSTND	A	0/00/0000
10100	1/25/2024	EFT	000736	Power System Eng., Inc.	705.00CR	OUTSTND	A	0/00/0000
10100	1/25/2024	EFT	000737	CenturyLink	999.38CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 10100				CHECK TOTAL:	343,828.51CR			
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				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	651,048.55CR			
				BANK-DRAFT TOTAL:	256,656.93CR			
TOTALS FOR Pooled Cash Fund				CHECK TOTAL:	343,828.51CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	651,048.55CR			
				BANK-DRAFT TOTAL:	256,656.93CR			



City of Olivia Comprehensive Plan

A Twenty-Year Vision for Community Progress and Success

Public Hearing
February 5, 2024

Antonio M. Rosell, P.E., AICP
Community Design Group (CDG)
Email: arosell@c-d-g.org
Mobile: 612-234-7078
www.c-d-g.org



Agenda

- Introduction to the plan
- Sample recommendations
- Questions

What is a Comprehensive Plan?

- A long-term vision for a community's growth, investments and development
- Guides ACTION and sets groundwork for funding and implementation
- Provides the foundation for a city's policies - including zoning, land use, housing, etc.
- Plan looks twenty years into the future (with update every ten years)

Olivia's New Comprehensive Plan

A photograph of a water tower and a corn sculpture. The water tower is white with a green base and has 'Olivia' and 'The Corn Capital' written on it. The corn sculpture is yellow and green. The background is a blue sky with clouds and green trees.

City of Olivia Comprehensive Plan

A Twenty-Year Vision for Community Progress and Success

DRAFT PLAN FOR PUBLIC REVIEW
December 22, 2023





City of Olivia Comprehensive Plan

Your Goals for the City's Future

Which priorities are most important for Olivia's future?
(Select your top 5 choices by placing a dot near them)



More than 700 people participated



City of Olivia Comprehensive Plan

Your Goals for the City's Future

Which priorities are most important for Olivia's future?

[select your **top 5** choices by placing a dot near them]



Use this map to contribute your ideas

Click on the links on the menu bar (the black horizontal bar just below) to add places, issues and focus areas for investments - as well as new walking and biking routes. Additional instructions are under "About and Help."

Places, issues & destinations

Places in town that you like, and places that need attention and investment. Also, important locations and key destinations.

- + A good place or an asset
- ★ An important destination
- A problem or an issue
- 💡 A place to focus investment

Routes & connections

A new or improved route you would use for:

- Walking
- Bicycling

[About & Help](#) [Add new biking and walking routes](#) [Add best places, issues and destinations](#)

- *Two online surveys (530 responses)*
- *Wikimap (75 participants)*



Chapters of Your Comprehensive Plan

Introduction

Executive Summary

- 1 Vision and Purpose
- 2 Population Profile and Trends
- 3 Public Participation
- 4 Framework for Recommendations

- 5 Land Use
- 6 Housing
- 7 Transportation
- 8 Economic Development
- 9 Parks and Recreation
- 10 Community Facilities and Utilities

- 11 Growing Civic Engagement
- 12 Implementation Plan

Appendix

Recommendations

Implementation

Goal of the Planning Process



Goal of the Plan

*To continue building quality of life for Olivia residents,
inviting current residents and businesses to stay,
and inviting new residents and businesses to move in*

beauty

social
connection

safety

schools

parks

jobs

entertain
ment

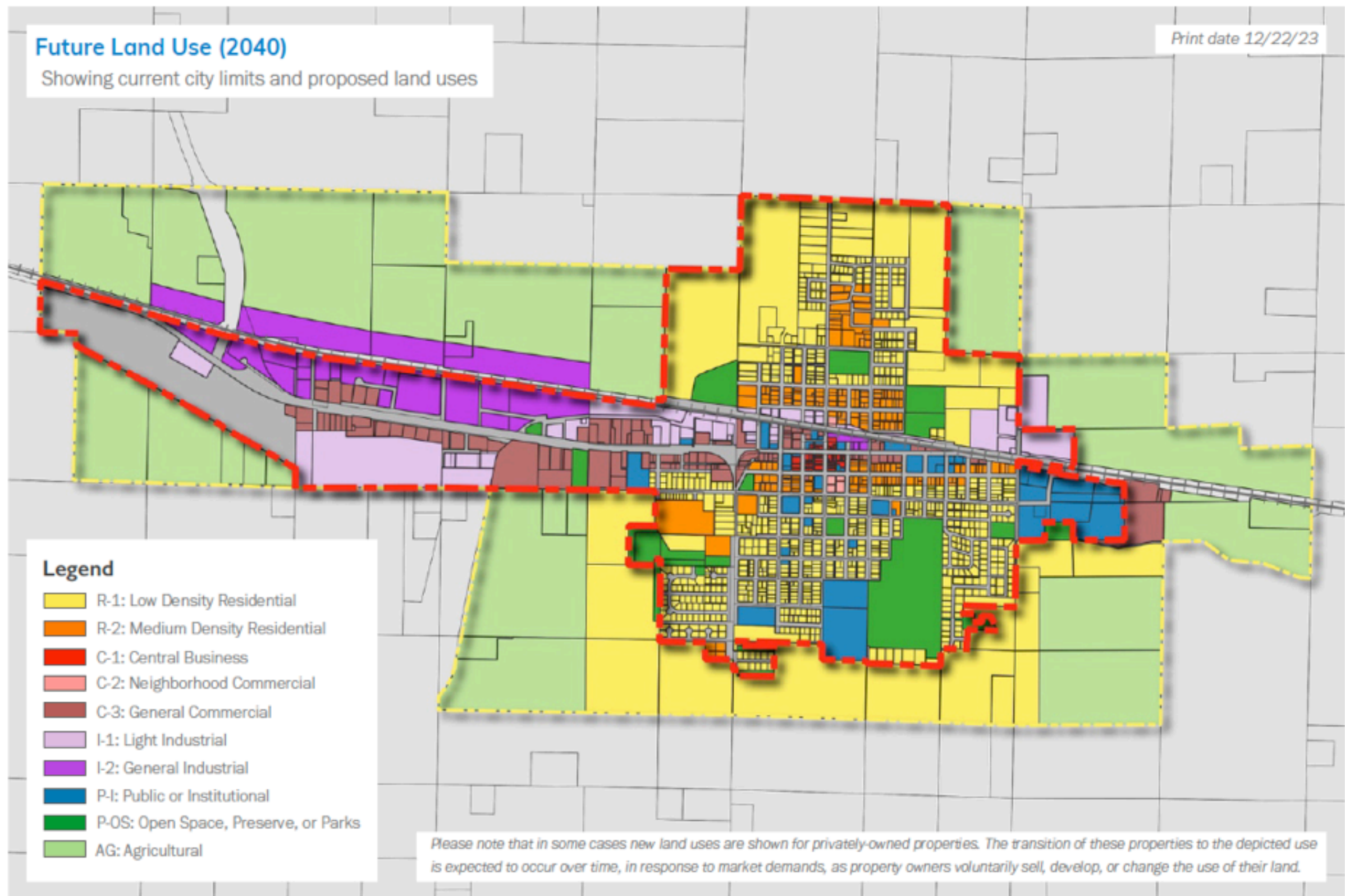
opport-
unity



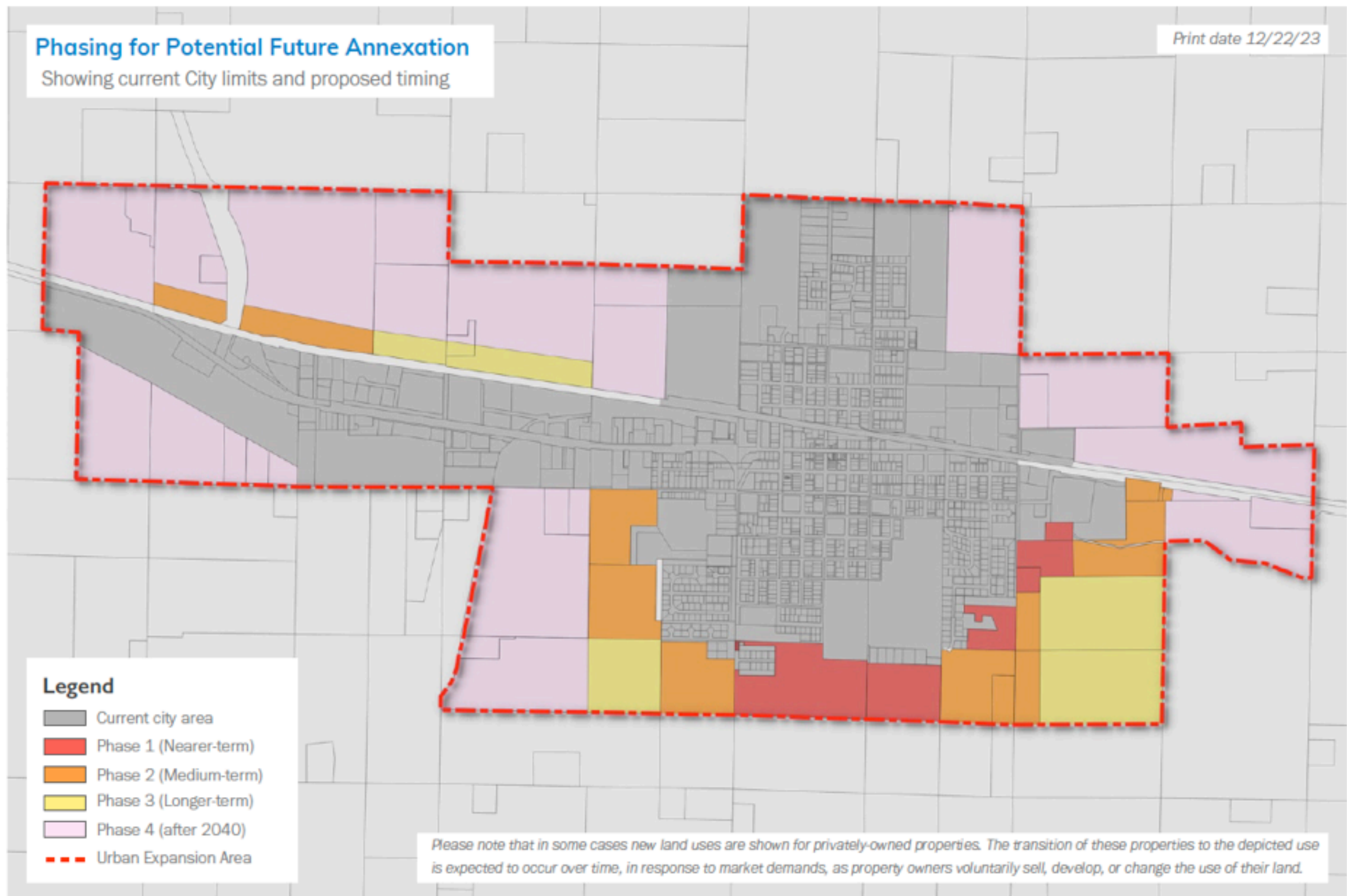
Recommendations Highlights

**Each chapter offers detailed
recommendations**

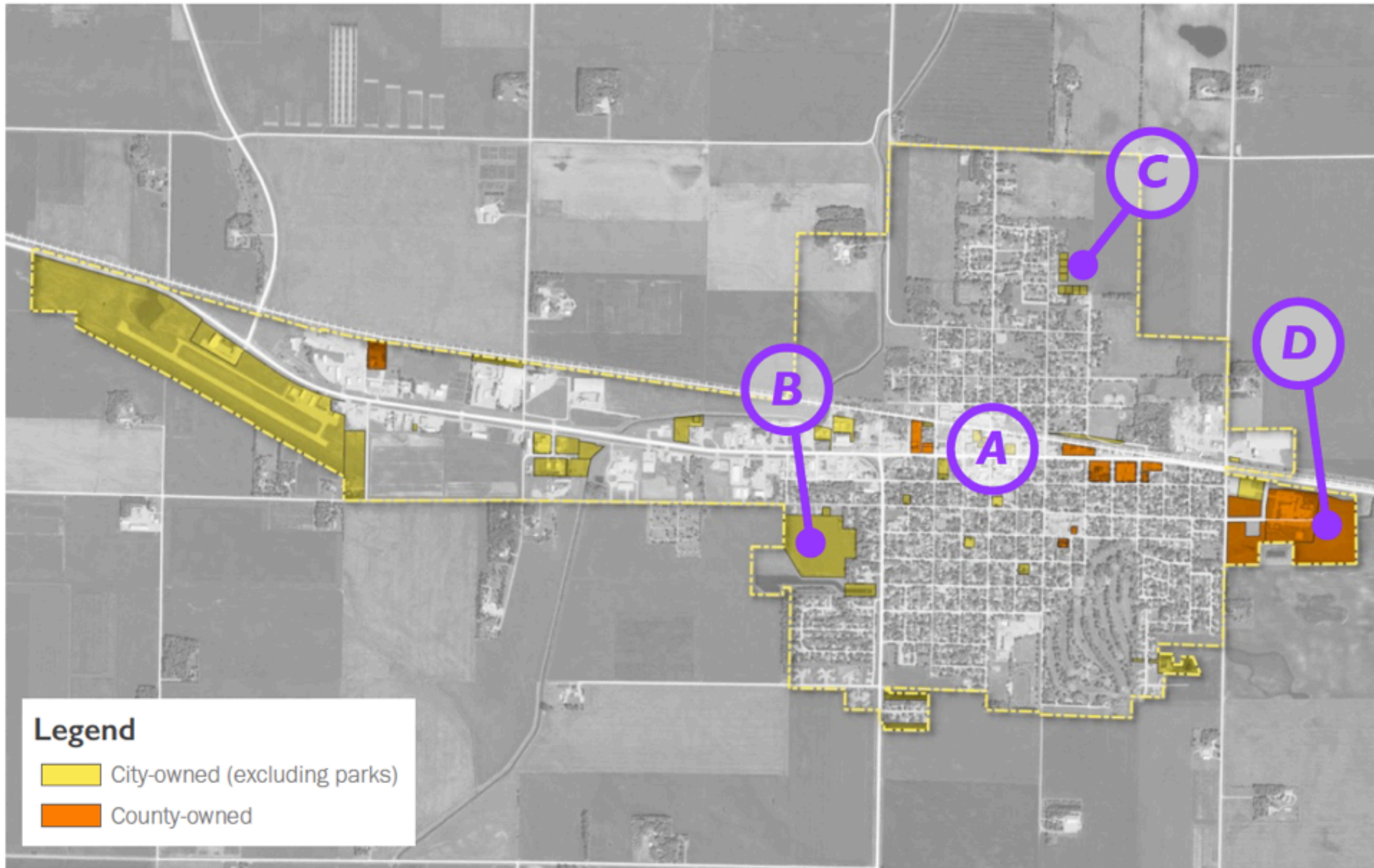
5.4.1 (continued): Future Land Use Map



5.4.2 (continued): Phasing for Annexation



Development and Opportunity / Infill Sites



Description of Opportunity / Infill Sites

From A to D, the sites are described as follows:

From A to D, the sites are described as follows:

Recommendations for Downtown

Leveraging downtown's existing assets can help reactivate it and position it as an economic driver for the city's future success. Some actions may include:

- » Focus on a "[placemaking](#)" strategy for bringing people, activity, and interest back Downtown (e.g., consider farmers market or a monthly street party or festival hosted entirely in Downtown)
- » Participate in the [Minnesota Main Street](#) program and [Main Street America](#)
- » Develop a Downtown Master Plan
- » Develop [Downtown Building Preservation and Design Standards](#)
- » Consider applying for registration as a Historic District
- » Develop a [façade improvement program](#)
- » Develop a [historic building rehabilitation loan program](#)
- » Provide comfortable and inviting bicycle routes into downtown
- » Remove truck traffic from 9th Street
- » Activate temporary uses at Dowling Park - potential options include food trucks, food court, small concerts and other events
- » Simplify and incentivize development of outdoor seating, outdoor cafes, and parklets or other public spaces
- » Develop a Downtown Streetscape Improvement Plan to reintroduce street trees and improve sidewalks
 - Possibilities include senior housing, studio apartments, and multifamily housing
- » Intentional steering and recruitment of development and business toward the downtown



New parklets, outdoor seating, and streetscape in Hastings MN.



Trees and vegetation soften a streetscape, provide shade, and make for a more welcoming place to walk or visit. Image: View of downtown Olivia's former tree canopy in July 2016.

5.5 - Recommendations

Goal 1: Flexible, connected, and efficient land management

- » Strategy 1.1: Work to implement the Comprehensive Plan and its recommendations, including updates to zoning and other City ordinances
- » Strategy 1.2: Support or investment in projects that achieve Plan goals, including downtown vitality, commercial revitalization, development of housing options, and overall improvement in quality of life
- » Strategy 1.3: Plan for necessary infrastructure improvements through a capital improvement plan and by review of proposed actions to determine impact on existing and future land uses, transportation facilities, infrastructure systems, and financial sustainability
- » Strategy 1.4: Encourage development and redevelopment in infill locations and other areas already served by existing infrastructure to make efficient use of community infrastructure
- » Strategy 1.5: Smart Growth principles
 - Follow [Smart Growth principles](#) when considering the city's growth or intensification of land uses

Goal 2: Strengthen the vitality, attractiveness, and prospects of the city's downtown

- » Strategy 2.1: Develop a Downtown Plan that includes strategies to strengthen its qualities of place through both infrastructure investments and programming (events) initiatives
- » Strategy 2.2: Placemaking and activation
 - Implement a placemaking strategy, including inexpensive programming and "[tactical urbanism](#)" measures for bringing people, activity, and interest to downtown
 - Participate in [Minnesota Main Streets](#) and [Main Street America](#)
- » Strategy 2.3: Downtown planning and design
 - Develop urban design standards for downtown that include consideration for rehabilitation of historic façades (please see an [example from New Ulm](#))
 - Establish, fund, and actively promote a facade grant program to support renovation / restoration of downtown building facades and store fronts
 - Apply for registration as a Historic District (please see [National Trust for Historic Preservation](#) and [National Register of Historic Places](#))

- » Strategy 2.4: Focus development toward downtown
 - Encourage and incentivize infill development in the downtown - develop a downtown business incentive plan to encourage businesses to locate within downtown instead of edge locations
 - When development and business opportunities arise, work with proposers to consider downtown as first location
 - Work with Chamber of Commerce to actively market downtown spaces and locations
- » Strategy 2.5: Streetscape and walkability
 - Invest in maintenance and upkeep of lighting, paving, seating, landscaping, and plantings
 - Establish and fund a downtown street tree program using latest best practices
- » Strategy 2.6: Activate housing in the downtown district
 - Work with building owners to support rehabilitation of living spaces above storefronts

Goal 3: Facilitate industrial and commercial development to grow employment opportunities

- » Strategy 3.1: Market the city's unique development opportunities and advantages
 - Use the City website and State of Minnesota resources to publicize and disseminate information about identified redevelopment sites
- » Strategy 3.2: Maintain flexibility to expand industrial and manufacturing opportunities and attract development and investment while protecting quality of life
 - Work creatively with developers to respond to their needs regarding land uses while keeping in mind the purpose of investment is to increase quality of life for the city's residents
 - Provide ease and flexibility for potential industrial and manufacturing companies to occupy appropriate areas of the city
 - Land uses should remain compatible with nearby residential and local land uses
- » Strategy 3.3: Strategic commercial development
 - Promote commercial development serving regional and local markets; promote joint market area of Olivia and adjoining communities

Goal 4: Consider annexation and municipal expansion where financially sustainable

Work to maintain a well-planned and fiscally sound community by carefully considering annexations only when consistent with the goals and objectives of the Comprehensive Plan

- » Strategy 4.1: Annexation of already-served parcels
 - Develop and follow a process to annex parcels which are currently served by City services but are located outside of its boundaries
- » Strategy 4.2: Process for potential annexations
 - Develop a cost-benefit analysis for any potential annexation that weighs the long-term obligations to be incurred (including maintenance of infrastructure for streets, water and other provided services) vs. potential tax revenue gains
 - Develop a strict policy requiring the annexation of parcels to be served by City-provided services before the infrastructure to provide those services is provided
 - Consider the impact of expanding the city's geographic boundary vs. efforts to concentrate economic activity, development and vitality in the city's core areas, including downtown

Goal 5: Encourage development of housing and increase the livability of residential districts

Enhance residential livability by encouraging mixed-use development, expanding the variety of housing types, and supporting neighborhood identity initiatives

- » Strategy 5.1: When residential development proposals are received ensure that:
 - They respond to the goals described in this Comprehensive Plan and address the needs noted in the [2020 Renville County Housing Study](#)
 - They consider a variety of housing types, including elder facilities, workforce housing options, multi-family, townhome and accessory housing options while retaining Olivia's distinct character
- » Strategy 5.2: Invite housing development
 - Connect with non-profit and for-profit housing developers to invite their consideration of the city as a market for their services
 - Consider opportunities for the City of Olivia to act as developer in strategic locations, including Downtown
- » Strategy 5.3: Enforcement of city ordinances
 - Maintain livability of residential districts by communicating and enforcing city ordinances

Summary highlight

Sampling of Goals and Recommendations from Each Chapter

Dozens of recommendations and strategies are included in each chapter of this plan. To provide an introduction to the type of recommendations developed throughout this document a brief sample for each chapter is provided here. Please refer to the last section (X.5) of each chapter to view the full list of goals and strategies.

Chapter 5: Land Use

- » Flexible, connected, and efficient land management
- » Strengthen the vitality, attractiveness, and prospects of the city's downtown
- » Facilitate industrial and commercial development to grow employment opportunities

Chapter 6: Housing

- » Integrated framework for planning and developing housing
- » Encourage development of a variety of housing types
- » Identify priority areas for residential infill and new housing

Chapter 7: Transportation

- » Develop an integrated and connected multimodal network
- » Proactive maintenance and repaving program for aging roads
- » Improve look and feel of US Hwy 212 through downtown

Chapter 8: Economic Development

- » Develop a coordinated economic development strategy
- » Retain and grow existing business; grow and attract new businesses and industry
- » Develop a marketing plan

Chapter 9: Parks and Recreation

- » A well-planned system
- » Provide and maintain parks and indoor / outdoor recreation areas
- » Grow and maintain the City's trail and sidewalk system

Chapter 10: Community Facilities and Utilities

- » Cost-efficient, financially sustainable utility services
- » Excellent facilities for the City's needs
- » Environmentally sustainable water, sewer, and stormwater management

Chapter 11: Civic Engagement

- » A proactive, responsive, and accessible city
- » Expand opportunities for civic participation
- » Invite young people to participate



Next Steps

Questions?

Thank you!!!

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Community Design Group (CDG)

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Office: 612-234-7078

Web: www.c-d-g.org



AGREEMENT

THIS AGREEMENT, entered into this 5th day of February, 2024 by and between Ana Maria Avila, (Building owner), the CITY OF OLIVIA, a Municipal Corporation (the City), and the OLIVIA FIRE DEPARTMENT (the Fire Department).

WHEREAS, Ana Maria Avila is the building owner of certain real property the Property legally described as Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block Five (5), in Peterson's Addition to the Village (now City) of Olivia, County of Renville, State of Minnesota; and,

WHEREAS, there are/is one buildings(s) {the Building(s)} located on the Property; and

WHEREAS, Building owner desires to have the Building(s) destroyed; and

WHEREAS, the Fire Department is willing to destroy the building(s) by fire if the building(s) can be used for smoke drilling and other training exercises before and during their destruction by fire.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and considerations hereinafter set forth do agree as follows:

1. Entry onto the Property Authorized. Building owner hereby expressly authorized the Fire Department and the City to enter onto the Property one or more times for the purpose or conducting smoke drilling and other training exercises (the Training Exercises and related activities in the Building(s) and on the Property.) The City and Fire Department shall enter the Property solely for the purpose of conducting training exercises and for related activities such as preliminary and follow-up inspections.
2. Waiver of Trespass. Building owner expressly waives any claim of trespass against the Fire Department or the City for entry onto the Property for the purposes of conducting training exercises and related activity on the Property.
3. Waiver of Damages. Building owner expressly waives any claim against the Fire Department or the City for any damages to the Property or the Building(s) caused or allegedly caused by the Fire Department or the City in the course of performing the Training exercises and activities related thereto.
4. Liability and Indemnification. The City and the Fire Department shall be solely liable for any injury to the Fire Department personnel or other persons caused by or as a direct result of the Training Exercises. The City and the Fire Department shall indemnify and save Building owner harmless against any and all claims by or on behalf of any person or persons arising from the conduct of the Training

Exercises. The City and the Fire Department shall not, however, be liable for any injuries caused by or resulting from Building owner failure to clean up the Property and remove the debris of the Building(s) within the time period allowed by Section 5 of this Agreement.

5. Clean Up. Building owner shall be solely responsible for removing all debris from the Property following completion of the Training Exercises, regardless of the condition of the Property and/or the Building(s) following completion of the Training exercises. The City shall notify Building owner in writing when the Training Exercises are completed and Building owner shall have thirty (30) days from the date of that notice to complete the removal of all debris and remnants of the Building(s) so that the condition of the Property is in full compliance with the City Ordinances. The City reserves the right to inspect the Property from time to time as necessary to insure Building owner compliance with this obligation to clean up the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above date.

BUILDING OWNER

By: _____
Ana Maria Aviles

CITY OF OLIVIA

By: _____
Jon Hawkinson, Mayor

OLIVIA FIRE DEPARTMENT

By: _____
Kevin Morse, Fire Chief

Summary Rules for Public Comment

These meetings are the forum for the City Council to conduct the City's business. While City Council meetings are open to the public, pursuant to Minnesota Open Meeting Law, they are not a platform for public expression.

Please take a moment to read the following guidelines for public participation in City Council meetings

1. Comments from the public are allowed *only* during the public forum period.
2. The public is not allowed to participate in Council discussion or debate, *unless* specifically invited to do so by the Mayor
3. No applause, side conversations, or other disruptive behavior.
4. Wait to be recognized by the Mayor before speaking
 - a. People who are wishing to address the City Council via a virtual platform, must register in advance with City Hall either by emailing Deputy Clerk, Jasmine Miller – jmiller@olivia.mn.us or calling (320) 523-2361
5. Speakers must state their name and address before speaking
6. Each speaker is limited to offer comments up to a total of three (3) minutes, and each speaker may speak only one time per Open Public Comment Session.
7. Speakers may not reserve or yield time to other speakers during the Open Public Comment Session.
8. The topic must relate to specific matters of City related business and/or which relate to subject matter under the jurisdiction of the City.
9. Speakers may not speak on items that will otherwise be addressed at a public hearing scheduled for the regular City Council meeting immediately following an Open Public Comment Session.
10. No person shall use profane or obscene words or use language that threatens harm or violence toward another person.
11. Use of the Open Public Comment Session for politics or campaigning is not allowed.
12. Matters discussed at the Open Public Comment Session may be referred to City Administration for follow-up.
13. The Mayor may:
 - a. Request that the public appoint a spokesperson if multiple speakers want to speak on the same topic
 - b. Place a time limit on or defer the public forum period
 - c. Alter rules to meet legal requirements for public hearings, as required by law.

Members of the public who do not follow these rules will be warned that continued disruptive behavior will result in removal from the meeting. If the disruptive behavior continues, the speaker will be removed from the meeting in a lawful manner.

BOLD Community Pool – Report 1-2024

The pool is filled, the heat is on and now working on the chemicals and clarity. We are getting closer to opening.

My goal is to have a lifeguarding class as soon as we can (tbd). I am hoping to reach out to a few students who said they were interested in the course this summer and fall. Water Safety Instructor class this winter/spring. Spring lessons, private lessons and hopefully another lifeguarding class this spring.

We continue to communicate with the adjuster as we continue to work toward reopening.

Thank you for your continued patience.

Thank you

Please let me know if you have any questions

Tracey Johnson, Pool Coordinator BOLD Community Pool

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