

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, JULY 19, 2021**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving minutes from July 6, 2021
- 3. Recognitions and Awards.  
CGMC Update – Elizabeth Weifel
- (mot) 4. \*Consent Agenda  
Licenses:  
Temporary Food: Smokin Tailgate, 400 13<sup>th</sup> Street NE

Claims:

- a. Pre-list of bills
- b. Investment and Financial Reports.

Event Applications:

30 For Freedom on August 14, 2021

**PUBLIC HEARINGS:**

- (res) 5. Reviewing a tax abatement application from the Austin Housing and Redevelopment Authority.
  - a. Approval or denial of abatement.

**BID OPENING AND AWARD:**

- (res) 6. Receiving bids for the 27<sup>th</sup> Avenue NW street extension.
  - a. Awarding bid.

**PETITIONS AND REQUESTS:**

- (res) 7. Approving a consulting contract with CRE Consulting Corps with funding coming from 2021 contingency.
- (res) 8. Satisfying resolution 6772.
- (res) 9. Accepting donations to the City of Austin.
- (res) 10. Approving an agreement for School Resource Officers with Austin Public Schools.

- (mot) 11. Approving a community festival application for the Austin Artworks Festival.
- (res) 12. Approving the renewal of a limited use permit for a pedestrian trail.
- (res) 13. Approving an agreement applying for funding at the Jay C. Hormel Nature Center from the Greater Minnesota Regional Parks and Trails Commission.
- (mot) 14. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 707 6<sup>th</sup> Avenue SW, Batikare Property.

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council

- (mot) Adjourn to **Monday, August 2, 2021** at 5:30 pm in the Council Chambers.

\*All items listed with an asterisk (\*) are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.



M I N U T E S  
CITY COUNCIL MEETING  
July 6, 2021  
5:30 PM  
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Rebecca Waller, Jason Baskin, Michael Postma, Oballa Oballa, Joyce Poshusta and Council Member-at-Large Jeff Austin

MEMBERS ABSENT: None

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Captain Todd Clennon, Human Resources Director Trish Wiechmann

STAFF APPEARING ELECTRONICALLY: Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Kevin Nelson, City Attorney Craig Byram, Library Director Julie Clinefelter and City Clerk Ann Kasel

OTHERS APPEARING ELECTRONICALLY: Austin Daily Herald, Honorary Council Member Christopher Moore

APPEARING IN PERSON: Ron Mecklenburg, Casey McIntyre, Jim Plehal, Carolyn Osmonson, John Mueller, Dan Mueller

Mayor King called the meeting to order at 5:30 p.m.

Added to the Agenda:

Licenses:

Right of Way: K & L Construction, Inc., 90233 240<sup>th</sup> Street

Temporary Liquor: Mower County Ag Society on July 31, 2021

Temporary Liquor: Mower County Ag Society August 10-15, 2021

Moved by Council Member Fischer, seconded by Council Member Waller, approving the agenda as amended. Carried.

Moved by Council Member Baskin, seconded by Council Member Oballa, approving Council minutes from June 21, 2021. Carried.

RECOGNITIONS AND AWARDS

Mower County Commissioner John Mueller introduced himself as the new first ward County Commissioner and stated he is looking forward to working with the City.

## CONSENT AGENDA

Moved by Council Member Postma, seconded by Council Member Waller, approving the consent agenda as follows:

### Licenses:

Food: Unity Asian Grocery, Inc, 1300 18<sup>th</sup> Avenue NW, Suite C  
Right of Way Contractor: MJ O'Connor, Inc, 1507 14<sup>th</sup> St NE  
Temporary Liquor: Austin Area Commission for the Arts on August 28, 2021  
Right of Way: K & L Construction, Inc., 90233 240<sup>th</sup> Street  
Temporary Liquor: Mower County Ag Society on July 31, 2021  
Temporary Liquor: Mower County Ag Society August 10-15, 2021

### Claims:

- a. Pre-list of bills
- b. Credit Card report.

Carried.

## PUBLIC HEARINGS

A public hearing was held for street improvement assessments for deferred sanitary sewer assessments. Public Works Director Steven Lang stated the items are deferred assessments from the 1990's that have been deferred for 30 years. The amount to be assessed is \$262,792.90 at 3.5% for 10 years. City Clerk Ann Kasel stated notices were mailed to each property owner with the exact assessment amount and payment options.

Council Member-at-Large Austin proposed no interest on the assessments with a 10- or 15-year repayment term.

Council Member Waller agreed with the no interest on the assessments.

Ron Mecklenburg, 1701 12<sup>th</sup> Street SW, stated he owns several properties that are impacted by the deferred assessments. He stated he has paid for sewer and water for his property and he doesn't believe that he should have to pay additional fees at this time. He also stated he would appreciate no interest on the assessments.

Mr. Lang stated Mr. Mecklenburg has a large amount of property and because he owns so much frontage all around his property.

Director of Administrative Services Tom Dankert stated there are hundreds of assessments that have been paid off and originally the City issued debt and paid interest to pay for the project.

Casey McIntyre, 1906 25<sup>th</sup> Avenue SW, stated he has an undeveloped lot and would like it to remain undeveloped. He stated charging no interest on the assessments is a fair compromise.

Jim Plehal, 1015 West 4<sup>th</sup> Street, Red Wing, stated he owns property behind the old Target and is held in a trust for his kids. He stated he was surprised with the notice from the City and it will be difficult to pay taxes on this property.

Caroline Osmonson, 1307 26<sup>th</sup> Street SW, stated she received the property from her mother and doesn't feel that her father would have allowed the assessment to be deferred.

There were no other public comments.

Moved by Council Member Austin, seconded by Council Member Waller, adopting a resolution declaring the cost of deferred sanitary sewer assessments. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, adopting resolution adopting the assessment roll for deferred sanitary sewer assessments with zero percent interest for a period of ten years. Carried 7-0.

A public hearing was held for street improvement assessments for deferred water assessment. The amount to be assessed is \$55,206.90 at 3.5% for 10 years.

There were no public comments.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution declaring the cost of deferred water assessments. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting resolution adopting the assessment roll for deferred water assessments with zero percent interest for a period of ten years. Carried 7-0.

## PETITIONS AND REQUESTS

Mayor King stated the Human Rights Commission issue with Dan Mueller came up about a month ago. He stated the Human Rights Commission is a self-governing entity and he felt that if the committee wanted to move forward with the removal, he is supportive of their efforts. He stated this is not a public hearing and he will not take public comment on the matter.

Council Member Jason Baskin stated he is supportive of the Human Rights Commission and the positive work it does. He stated he would like to look at the best interest for the City of Austin. He stated he is opposed to the removal due to the precedence it would set for all City boards and commissions.

Council Member Oballa Oballa stated he agrees with the Mayor that it is not the job of the Council to micromanage the commissions. He stated he has been helped by the individual but he respects the Human Rights Commission's decision to remove the Mr. Mueller.

Council Member Fischer stated he supports the Human Rights Commission's decision.

Council Member Poshusta stated she has received numerous e-mails about the matter and she stated she trusts in the Human Rights Commission and is in support of the removal.

Council Member Postma stated he was concerned about it being politically motivated and has seen some of the good work that Dan has done. He also had heard that some of the work may have been superficial but he stated he has to respect the Human Rights Commission's decision.

Council Member Waller stated she is torn as to which way to vote on the issue. She stated the 8-0 vote to remove Mr. Mueller is bothersome by the Human Rights Commission.

Council Member-at-Large Austin stated he is the representative for the Human Rights Commission and the mission statement is to advocate for all human rights, without exception. He added that the Human Rights Commission will be better served without Dan.

Council Member Baskin asked the Mayor to allow Dan to speak.

Mayor King stated the public hearing was at the Human Rights Commission and this is not a public hearing.

Moved by Council Member Fischer, seconded by Council Member Oballa, for the removal of Dan Mueller from the Human Rights Commission. Carried 6-1 with Council Member Baskin voting nay.

Moved by Council Member Fischer, seconded by Council Member Waller, authorizing the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1001 4<sup>th</sup> Avenue NE, Folly & Soudi Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Waller, authorizing the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 713 4<sup>th</sup> Avenue NE, Miller. Carried.

#### CITIZENS ADDRESSING THE COUNCIL

Elaine Hansen, 2905 7<sup>th</sup> Avenue SW, stated she is concerned about the 2022 budget.

#### REPORTS

Library Director Julie Clinefelter thanked the community for the turnout of the 25<sup>th</sup> anniversary of the Library.

Council Member Poshusta congratulated the new Pillars of the City- Dr. Olaf Hegge, Jacob Herzog and Susan Grove.

Council Member Postma thanked the Chamber for their work on the parade and the Holiday Inn and the City for their work on the park events.

Council Member-at-Large Austin thanked everyone for their work on the festival.

Council Member Oballa stated he and his family enjoyed the parade.

Council Member Baskin thanked the citizens for reaching out on recent matters.

Council Member Fischer stated he enjoyed riding in Petunia the pig with the Mayor.

Moved by Council Member Fischer, seconded by Council Member Oballa, adjourning the meeting to July 19, 2021. Carried.

Adjourned: 6:28 p.m.

Approved: July 19, 2021

Mayor: \_\_\_\_\_

City Recorder: \_\_\_\_\_



## 2021 Legislative Session: Final Outcomes on CGMC Priorities

	CGMC Goal	Governor	House	Senate	Final Outcome
<b>Local Government Aid (LGA)</b>	Prevent cuts to LGA	No LGA cut	No LGA cut	<ul style="list-style-type: none"> <li>No LGA cut</li> <li>One-time supplemental aid to prevent reduction to any city based on formula</li> </ul>	<ul style="list-style-type: none"> <li>No LGA cut</li> <li>One-time supplemental aid to prevent reduction to any city based on formula</li> </ul>
<b>Public Facilities Authority (PFA) water infrastructure programs</b>	\$100M in bonding and/or other sources	<ul style="list-style-type: none"> <li>\$0 in bonding</li> <li>\$15.936M in Legacy bill for Point Source Implementation Grants (PSIG)</li> </ul>	<ul style="list-style-type: none"> <li>\$15M in bonding</li> <li>\$15.936M in Legacy bill for PSIG</li> </ul>	<ul style="list-style-type: none"> <li>No bonding bill</li> <li>\$16.936M in Legacy bill for PSIG</li> <li>\$165M using federal relief funds</li> </ul>	<ul style="list-style-type: none"> <li>No bonding bill</li> <li>\$15.9M in Legacy bill for PSIG</li> </ul>
<b>Municipal PFAS Source Reduction Initiative</b>	<ul style="list-style-type: none"> <li>\$500,000 for source reduction at wastewater facilities</li> <li>Creation of stakeholder group to oversee the initiative</li> </ul>	<ul style="list-style-type: none"> <li>\$500,000 for source reduction at wastewater facilities</li> <li>No stakeholder group</li> </ul>	<ul style="list-style-type: none"> <li>\$500,000 for source reduction at wastewater facilities</li> <li>No stakeholder group</li> </ul>	<ul style="list-style-type: none"> <li>\$500,000 for source reduction at wastewater and solid waste recovery facilities</li> <li>Combined stakeholder group</li> </ul>	<ul style="list-style-type: none"> <li>\$600,000 for source reduction at wastewater and solid waste recovery facilities</li> <li>Combined stakeholder group</li> </ul>
<b>Child Care - Facilities Grant Program</b>	\$20M in bonding	\$0 in bonding	\$5M in bonding	<ul style="list-style-type: none"> <li>No bonding bill</li> <li>Appropriates \$50M in federal relief funds to reopen closed facilities</li> </ul>	\$22.5M statewide for facilities
<b>Child Care - Grants to Minnesota Initiative Foundations for child care business development</b>	\$4M	\$0	\$2M	\$3M	<ul style="list-style-type: none"> <li>\$3M in 2022-23</li> <li>\$2M projected in base budget for 2024-25</li> </ul>
<b>Child Care - DEED child grants for training and business development</b>	\$10M	\$750,000	\$10M	\$20M using federal relief funds	<ul style="list-style-type: none"> <li>\$5M in 2022-23</li> <li>\$3M projected in base budget for 2024-25</li> </ul>



## 2021 Legislative Session: Final Outcomes on CGMC Priorities

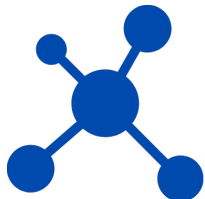
	CGMC Goal	Governor	House	Senate	Final Outcome
<b>Greater Minnesota Business Development Public Infrastructure (BDPI) Grant Program</b>	<ul style="list-style-type: none"> <li>\$20M in bonding</li> <li>\$3.574M in cash</li> </ul>	<ul style="list-style-type: none"> <li>\$0 in bonding</li> <li>\$3.574M in cash</li> </ul>	<ul style="list-style-type: none"> <li>\$0 in bonding</li> <li>\$3.574M in cash</li> </ul>	<ul style="list-style-type: none"> <li>No bonding bill</li> <li>\$3.574M in cash</li> </ul>	<ul style="list-style-type: none"> <li>No bonding bill</li> <li>\$3.574M in cash</li> </ul>
<b>Housing - Greater Minnesota Fix-Up Fund (new program)</b>	\$5M	\$0	\$0	\$0	\$0
<b>Housing - Greater Minnesota Housing Public Infrastructure Grant Program (new program)</b>	\$2.5M in bonding	\$0	\$0	No bonding bill	\$0 (no bonding bill)
<b>Housing - Greater Minnesota Workforce Development Fund</b>	\$6M	\$6M	\$4M	\$4M	\$4M
<b>Large-City Streets</b> (Cities with populations over 5,000 receive state funding through the Municipal Street Aid program)	\$25M/year increase	No increase	New, dedicated revenues increase MSA by \$16M/year by 2025	Dedication of new general funds increase MSA by \$4M/year by 2025	No significant increase. MSA will see a small increase of less than \$700,000 per year as a result of other provisions in the transportation bill.
<b>Small-City Streets</b> (Cities with populations under 5,000 receive no dedicated funding from the state)	\$25M/year	\$0	\$19.6M/year in dedicated, ongoing funds	\$9M/year in ongoing dedicated funds; one-time general fund appropriations of \$6.1M in 2022, \$5.7M in 2023	\$18M one-time appropriation in FY22



# CGMC Environmental Program Successes, Emerging Issues & Continued Advocacy

## Recent Successes

### Per- and Polyfluoroalkyl Substances (PFAS)



PFAS are a class of pervasive chemicals that have been linked to various health concerns and have been found in waterbodies across the state. PFAS can be removed from drinking water through expensive treatment, but there is no technologically feasible method for removing them from wastewater.

**CGMC's Role:** We advocated for a municipal source reduction strategy, which the Legislature established and funded this year. We also blocked legislation that could have held cities liable for the presence of PFAS in wastewater or drinking water. We continue to defend against detrimental proposals and seek ways to reduce sources of PFAS.

### Chloride

More than 100 cities could face chloride limits in their wastewater permits, but there is no feasible method to remove chloride at a wastewater facility. Most cities will need a variance from these permit requirements, and a variance will still require efforts by the city to reduce chloride. Some cities may be required to install central water softening, but others may be able to address the issue by working with citizens to remove and/or upgrade home water softening equipment.



**CGMC's Role:** We sought state funding for grants to assist cities with the removal or upgrade of home water softeners, which the Legislature passed this year. We also submitted comments to the Minnesota Pollution Control Agency (MPCA) in favor of chloride variances that were approved. We continue to support cities on this issue.

### Funding for Innovative Approaches and Climate Impact

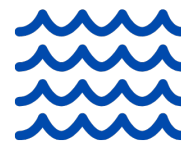


As the cost of wastewater treatment increases, cities are looking to alternative approaches to address water quality issues and the impacts of the changing climate. Current state funding may not always support innovative projects because they do not fit into traditional program definitions.

**CGMC's Role:** We advocated in favor of a new MPCA grant program that will help cities plan for the infrastructure needed to address extreme weather. The 2021 Legislature created and funded this program.

### Lake Pepin TMDL

Nearly two-thirds of Minnesota's watersheds drain into Lake Pepin and are therefore subject to the Lake Pepin Total Maximum Daily Load (TMDL) plan. This plan seeks to impose phosphorus limits on cities' wastewater and stormwater even though data shows the lake is no longer impaired.



**CGMC's Role:** We joined with other local government advocacy organizations to bring a contested case action on the TMDL and negotiated several process changes that will assist cities in the future.

### Class 3 & 4 Waters/Salty Parameters



Several CGMC members have unnecessary permit limits based on MPCA's outdated Class 3 and 4 water quality standards, which have caused major impediments to economic development. In addition to the cities that currently have problematic permit limits, more than 20 CGMC members are slated to receive outdated permit limits unless MPCA updates the underlying water quality standards.

**CGMC's Role:** We participated in MPCA's rulemaking process and submitted comments in favor of MPCA's plan to update the standards. The plan was recently affirmed by an Administrative Law Judge and we will continue to support these changes until they are finalized by the U.S. Environmental Protection Agency (EPA).





# CGMC Environmental Program Successes, Emerging Issues & Continued Advocacy

## Emerging & Ongoing Issues

### Water Infrastructure Funding



As facilities age and regulatory burdens increase, cities face increasing water infrastructure costs. Ensuring that cities receive help from the state in the form of Public Facilities Authority (PFA) grants and loans is vital.

**CGMC's Role:** We continue to advocate for PFA funding from bonding and the Clean Water Fund. The 2020 bonding bill included an historic \$125 million for PFA programs, and the 2021 Legacy bill included \$15.9 million for the PFA's Point Source Implementation Grant Program. In 2022, we will continue to push for a large bonding bill that includes substantial PFA funding and will review whether current programs are meeting the needs of our member cities.

### Wild Rice Sulfate Rule

Minnesota's standard for sulfate in wild rice waters is outdated and may result in permit limits that require expensive facility upgrades that would not actually improve water quality. In the spring of 2021, the U.S. EPA proposed adding 30 waterbodies to the impairment list which could result in cities facing sulfate limits in their permits.

**CGMC's Role:** We submitted comments objecting to the inclusion of these waterbodies on the impairment list and urging the U.S. EPA to work with Tribal Nations and other stakeholders to protect wild rice. We will continue to monitor and advocate on this issue.



### Proposed Permit Fee Increase



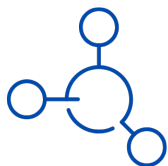
MPCA is seeking to impose a fee increase on water quality related permits to generate more funding for its water quality operations. A significant portion of this increase will fall on municipalities.

**CGMC's Role:** We are pushing for increased state general fund spending for water quality operations, rather than requiring local municipalities to pay for these increases. The 2021 Legislature appropriated \$3 million for the water quality budget, but we anticipate MPCA will seek an increase for the remaining deficit. We will monitor and advocate as the proposed fee increases move forward.

### Drinking Water and Water Access

Access to safe, clean and affordable drinking water is critical for Greater Minnesota communities. Several cities throughout the state have identified environmental, regulatory and economic challenges related to drinking water and water access.

**CGMC's Role:** We are working to better understand our members' concerns, monitor emerging issues and trends, and develop strategies to ensure Greater Minnesota communities have access to affordable water resources for generations to come.



### Nitrogen and Nitrate Standards (EPA Nutrient Criteria)

The U.S. EPA is developing nutrient criteria for lakes that will regulate nitrogen and nitrate. These standards could have major negative economic impacts for municipal wastewater facilities.

**CGMC's Role:** CGMC is participating in the federal rulemaking process and will monitor state developments.



# LABOR & EMPLOYEE RELATIONS PROGRAM

## Purpose

The purpose of the Coalition of Greater Minnesota Cities Labor & Employee Relations Program is to 1) to **develop a coordinated effort among Greater Minnesota cities** on managing labor and employee relations and negotiating labor contracts through **researching and developing databases, advocating positive changes to labor processes**, and by **providing a forum for networking, discussing and implementing uniform labor policies and negotiating strategies**; and 2) to make available **expert and coordinated advice**—at a significantly reduced rate—on employment and labor relations issues facing Greater Minnesota cities.

## CGMC Labor Program Services



Quarterly **newsletter** on relevant labor relations and public employment issues



Develop **arbitrator selection database** for cities to analyze and select arbitrators in grievance and interest arbitrations



Maintain **wages and insurance database** to track contract settlements and interest arbitration awards



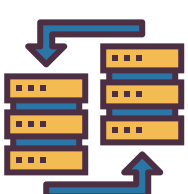
Prepare and present information at **Labor Committee Meetings and Webinars**



Analyze and summarize labor relations and public employment **legislative changes** to report to cities



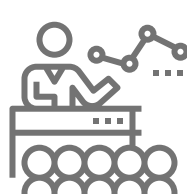
Develop joint labor contract negotiation **strategy and policy positions/guidelines**



Sustain **cluster analysis database** to identify comparable cities for contract negotiations and interest arbitrations



**Coordinate efforts** with the League of Minnesota Cities and other organizations and governmental agencies



Prepare and present **Labor and Employee Relations Seminars**



# Individual Consultation Services

CGMC members have access to consultation services on labor relations and public employment issues impacting their individual city on a reduced fee-for-service basis through the law firm of Flaherty & Hood, P.A. Examples of services provided by Flaherty & Hood are listed below.

## Employment Law Services

**Represent cities** in negotiations, mediation, arbitrations, administrative proceedings, litigation, and appeals

**Advise on compliance** with labor and employment laws, hiring employees, investigating misconduct, harassment and discrimination, and discipline and discharge actions

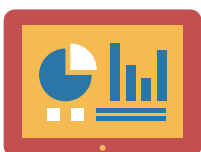
**Investigate** misconduct, performance problems, harassment, and discrimination



## Labor Relations Services



Represent cities in **labor contract negotiations** and mediations with employee unions



**Compile and summarize data** from comparable cities on wages, health insurance, and other data



Investigate employee and union **grievances**, draft responses and settlement proposals, and attend grievance meetings



Represent cities in **arbitration hearings** and compile and analyze relevant data



Research state-provided lists of arbitrators and provide ranking order for purposes of **striking and selection**

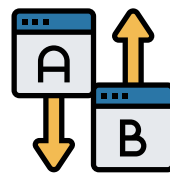


Prepare filings with the **Bureau of Mediation Services (BMS)**

## Job Classification and Compensation Services



Review job classifications, conduct interviews, and **analyze job descriptions**



Prepare and establish **comparisons of jobs** to determine the appropriate job worth



Draft classification and **compensation** plans, establish pay structure, and total compensation packages



Review, analyze, and advise on **pay equity** and represent in any legal compliance matter



Analyze and **make organizational recommendations** on work processes, structure, staffing, and retention

## Human Resources

**Draft, revise, and interpret** employee handbooks, evaluations, manuals, and job descriptions

Conduct **training session for management** on hiring, performance matters, handling grievances, and other employee matters.



## Contact Us

For more information, call Flaherty & Hood, CGMC's representative, at 651-225-8840 or email at [CGMC\\_Communications@Flaherty-Hood.com](mailto:CGMC_Communications@Flaherty-Hood.com) or contact the labor and employment attorneys or analyst.

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# CGMC Is Greater Minnesota's Voice on LGA

For more than 40 years, CGMC has been the most prominent and outspoken advocate for Local Government Aid (LGA). No one fights harder, brings the level of expertise, or looks out for Greater Minnesota like CGMC does.

## A TIMELINE OF CGMC'S RECENT ADVOCACY ON LGA

### 2012 LAUNCHES "THANK LGA" CAMPAIGN

CGMC staff organized and hosted townhall meetings with city leaders around the state on the vital role LGA plays in providing local services and keeping property taxes down. The THANK LGA campaign generated significant media attention and set the stage for discussions on formula reforms and increasing LGA funding.

### 2014 SUCCESSFULLY ADVOCATES FOR \$9.3M INCREASE IN LGA APPROPRIATION

### 2017 SUCCESSFULLY ADVOCATES FOR \$15M INCREASE IN LGA APPROPRIATION

### 2020-21 HIGHLIGHTS IMPORTANCE OF LGA DURING PANDEMIC

As the state faced a potential deficit and economic uncertainty due to the COVID-19 pandemic, CGMC was quick to speak out about the importance of LGA. Through meetings with legislators and the Governor's staff, press releases, guest columns in newspapers across the state, social media efforts and an "LGA Week" campaign, CGMC brought attention to the vital role LGA plays in helping cities power through the pandemic — and its role in providing a strong foundation for recovery afterward.

### 2013 KEY PLAYER IN LGA REFORM AND \$80M INCREASE IN LGA APPROPRIATION

CGMC was a vocal critic of a Dayton Administration plan that would have reduced LGA for numerous Greater Minnesota cities and channeled minimal new aid to rural communities, despite a proposed \$80 million increase to the LGA program.

Due to our pushback, the Legislature initiated a stakeholder process that included legislators and municipal organizations. CGMC was the only group at the table to exclusively represent Greater Minnesota.

### 2015 DEFENDS LGA AGAINST ARBITRARY CUTS

CGMC successfully pushed back against legislative proposals that would have significantly reduced LGA for first-class cities. The proposals would have undermined the integrity of the LGA formula and presented a long-term danger to the LGA program for all cities.

### 2019 SUCCESSFULLY ADVOCATES FOR \$30M INCREASE IN LGA APPROPRIATION, RESTORING LGA TO 2002 LEVEL

After the 2013 LGA increase and reform, CGMC set its sights on restoring the LGA program to its 2002 funding level — the high-water mark for the program. After a few years of modest increases, LGA finally returned to its 2002 funding level thanks to a strong campaign led by CGMC.

### 2022 & Beyond FIGHTING FOR GREATER MINNESOTA IN LGA REFORM DISCUSSIONS

Since the start of the 2021 legislative session, all four chairs of the legislative committees that control LGA have indicated they want to revise the program's formula. Formula revisions present opportunities, but also bring serious risks. CGMC will be fighting for our member cities every step of the reform process. CGMC membership is your city's seat at the negotiating table!



DEDICATED TO A STRONG GREATER MINNESOTA



# COALITION OF GREATER MN CITIES SUMMER CONFERENCE 2021

**JULY 29-30, 2021**

**ALEXANDRIA, MN**

## Venue

Arrowwood Resort & Conference Center  
2100 Arrowwood Lane  
Alexandria, MN 56308

## Hotel Information

The CGMC has reserved a block of hotel rooms at Arrowwood at a rate of \$139/night. Call Arrowwood at 320-762-1124 by June 28 to make a reservation under the CGMC's block.

## Questions?

Please contact CGMC Media & Communications Director Julie Liew at [jliew@flaherty-hood.com](mailto:jliew@flaherty-hood.com) or 651-259-1917.

TOGETHER  
AGAIN!



**REGISTER ONLINE TODAY!**

**BIT.LY/CGMCSUMMER21**

# CONFERENCE AGENDA - THURSDAY, JULY 29

**10:30 a.m. – CGMC Board of Directors meeting**

**11 a.m. – Registration begins at Arrowwood**

**12 p.m. – Conference Begins – Welcome Remarks from CGMC President Greg Zylka**

**12:05 p.m. – Keynote lunch with Governor Walz**

**1:05 p.m. – “Legislative Session Through a Greater Minnesota Lens — What Happened and What May Be Coming”**

CGMC Executive Director Bradley Peterson will provide in-depth analysis of the 2021 legislative sessions and what city leaders need know about the next two-year state budget. He will also discuss issues on the horizon for 2022, including a possible overhaul of the LGA formula. Attendees will also share their thoughts during an interactive discussion.

**2:10 p.m. – “Paths to Common Ground”**

City officials represent a diverse array of constituents — including those with strong opposing viewpoints. Ambassadors from Braver Angels will discuss the work their nonpartisan, nonprofit organization is doing to help foster better understanding and communications in our increasingly polarized society. They will provide tips on how to listen, share ideas and seek common ground despite our differences.

**3:45 p.m. – “LGA & Legislative Tax Policy: Perspectives from the Chairs”**

Chairs of the House and Senate committees on taxes and property taxes will provide insights into bills passed during the regular and special sessions, the future of LGA and state taxes, and other important legislative issues like COVID-19 recovery and infrastructure needs. Panelists:

- Sen. Carla Nelson (R-Rochester)
- Rep. Paul Marquart (DFL-Dilworth)
- Sen. Bill Weber (R-Luverne)
- Rep. Cheryl Youakim (DFL-Hopkins)

**5:30 p.m. – Cocktail Reception**

Join legislators and your fellow community leaders for a cash bar and light hors d’oeuvre.

**6:30 p.m. – Legislative Awards Dinner**

Enjoy a delicious meal as the CGMC honors the legislators and city officials who worked tirelessly to advance Greater Minnesota’s interests over the past year.



# CONFERENCE AGENDA - FRIDAY, JULY 30

## 8 a.m. – Continental Breakfast at Arrowwood

### 8:30 a.m. – “Playing in a Pandemic: How Local and Regional Parks & Trails Prevailed Over a Crisis”

Minnesota’s parks and trails saw a tremendous uptick in visitors over the past 18 months as people clamored to find safe and fun outdoor activities. Our panelists will share the creative and unique ways they engaged with the public during the pandemic — and how they plan to build on this growth for the future. Panelists:

- Brad Harrington, Parks & Recreation Operations Manager, Wright County
- Marcia Larson, Parks & Recreation Manager, City of Bemidji
- Brad Bonk, Parks Superintendent, Douglas County Parks

### 9:30 a.m. – “Lessons Learned from the COVID-19 Pandemic”

One of the most glaring issues preventing Greater Minnesota from achieving full post-COVID economic recovery is a lack of workers. To address the worker shortage, cities must also address concerns such as child care, workforce housing, and transportation. Julie Tesch, President & CEO of the Center for Rural Policy & Development, will present their research on how the rural workforce was impacted by the pandemic and what Greater Minnesota will need to be successful moving forward.

### 10:30 a.m. – CGMC Membership Meeting

The full CGMC membership will adopt the annual budget and assessments, elect officers and conduct other important business as needed.

### 11:30 a.m. – Adjourn

*Please note that this is a tentative schedule and may be subject to change.*



# SAVE THE DATE

**Mark your calendar for upcoming  
CGMC events:**

**Summer Conference**  
July 29-30, 2021, Alexandria

**Fall Conference**  
Nov. 18-19, 2021, Willmar

**Legislative Action Day**  
March 2, 2022, St. Paul

**Website**

[greatermncities.org](http://greatermncities.org)

**Facebook**

[facebook.com/greatermncities](https://facebook.com/greatermncities)

**Twitter**

[@greatermncities](https://twitter.com/greatermncities)

**YouTube**

[youtube.com/GreaterMNCities](https://youtube.com/GreaterMNCities)

# FOLLOW CGMC ON SOCIAL MEDIA



# Austin POLICE DEPARTMENT



LAW ENFORCEMENT CENTER 201 1<sup>st</sup> ST NE STE 2 AUSTIN, MINNESOTA 55912 (507) 437-9400 FAX (507) 437-9546

## EVENT APPLICATION

1. Event Title 30 For Freedom (Run and Bike Event)
2. Name/Address of Organization Insanlty4Humanity
3. Contact Person Danielle Nesvold E-mail dborgersonnesvold@gmail.com  
Phone 5074408857 Cell Phone 5074408857
4. Alternate Contact Kirk Kuchera E-mail kuchera4@gmail.com  
Phone 5072190803 Cell Phone 5072190803
5. Date of Event August 14th, 2021 Approximate Number of Participants 100 plus
6. Assembly Area Location and Description Starting point will be the Total Fitness gym of Austin  
we will be utilizing that at a start and finish point for participants.
7. Starting Time of Event 6:45am Estimated Termination Time 3:00pm
8. Starting Point 1700 17th St NW (Total Fitness)
9. Termination Point 1700 17th St NW (Total Fitness)
10. Portion of Street Width: *(Run/Walk Events: Runners and walkers are to remain in the furthest right lane or out of the vehicle traffic lane as much as possible. Organizers are responsible for providing personnel wearing reflective safety gear along the route to assist participants at intersections.)* yes
11. Please draw a map on the back of this form, or attach a map or PDF of the event route, and indicate if barricades are needed. Travel route of event (and/or street closures with barricades):

*See attached*

Signature of Applicant

7-8-2021

Date

Approved upon compliance with the following terms and conditions: \_\_\_\_\_

Digitally signed by Steven Lang  
Date: 2021.07.14 11:38:55  
-05'00'

City Engineer

Date

Chief of Police or Designated Officer

Date

7-9-21

Start Walking Path off Hwy 218/14th St NW  
cross Bridge over 218

Turn Left on to 15th Ave NW

Turn Rt onto 5th St NW to 10th Ave NW

Cross at light (4th St NW) onto 10th Ave then 11th Ave

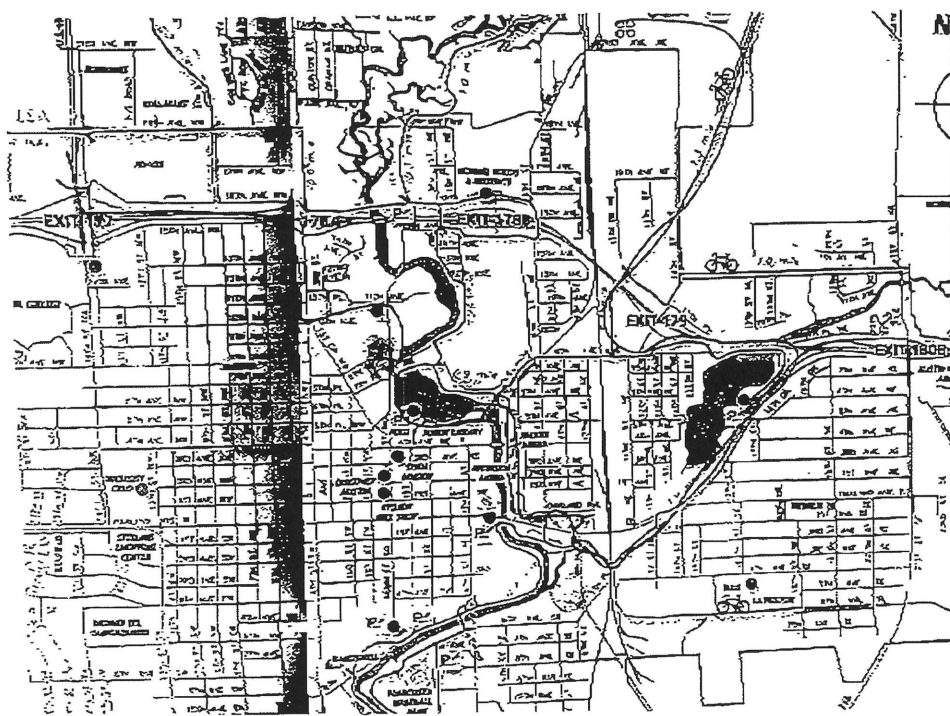
Turn rt onto main (Nicols)

5k'ers go to 8th Ave NW and turn around (corner of Astrop Corp)

Resume to Mill Pond Path behind Library across walking bridge  
towards Lions Park and towards tunnel to disc golf area

10K'ers turn around and go back from park C

Half marathoners cross 10th Dr SE to Sutton Park



Half cross at Oakland + 12th St SE  
(Sinclair) to East Side Lake

Half Runners continue on path by  
East Lake to cross at 8th Ave NE  
to bike path by UWMN Extension  
Rt towards Todd Park

Turn around in Todd Park

Intersections

All runners will be signing  
a waiver and obeying  
pedestrian and traffic laws



## AUSTIN

Austin, Minnesota is a progressive and diverse city with a population of over 24,000 people located about 100 miles south of the Twin Cities right on Interstate 90. Seven exits from the freeway offer convenient access to Austin's many attractions and amenities. Home of the Fortune 500 Hormel Foods Corporation, maker of SPAM®, Austin is also known as SPAM@TOWN USA. The one and only SPAM® Museum is located in downtown Austin. With free admission, it is one of the most popular visitor attractions in the state. Another great point of interest in Austin is the Jay C. Hormel Nature Center. With over 500 acres of hardwoods, pine forests and restored prairie lands, it is a great place to walk along the many trails and immerse oneself in the sights and sounds of nature. Annual city celebrations such as Freedom Fest around the 4th of July and Christmas in the City and Austin ArtWorks Festival are important traditions for many residents and visitors. Community Recreation Center will provide a great space for individuals and families to gather and promote wellness and fun. A visit to Austin may also include a stop at the local bike shop where there is a collection of over 80 historical bikes way back to the 1868 "Boneshaker". Speaking of history, a stroll around the Mill Pond located along North Main Street will introduce the "Pillars of the City" with bronze plaques dedicated to those past and present individuals who made Austin the great place to live, work, and play that it is today.



## ROSE CREEK

Rose Creek, Minnesota is a quiet, friendly community approximately 15 minutes from Austin. Rose Creek celebrated their Sesquicentennial in 2017. Roughly 300 residents live in the city limits in the middle of flourishing rural farmland. Rose Creek has a very clean city park that includes tennis courts, a volleyball court, horseshoe pits, and a baseball diamond. The Creek Bar has an inviting restaurant and bar, and sponsors many community events. Rose Creek shares the Shooting Star Bike Trail that runs from LeRoy to Austin along beautiful State Highway 56. The Cedar River Golf Course is just a few miles down the road, and snowmobiling in the winter is a favorite pastime. Rose Creek boasts the Southland Rebels school district and lays claim to its own volunteer fire department.

Rose Creek welcomes everyone any time of the year, but puts on their charm and grandest greeting during their annual Rose Creek Days, the weekend after the 4th of July holiday. Come and spend some time or a lifetime in Rose Creek, Minnesota.

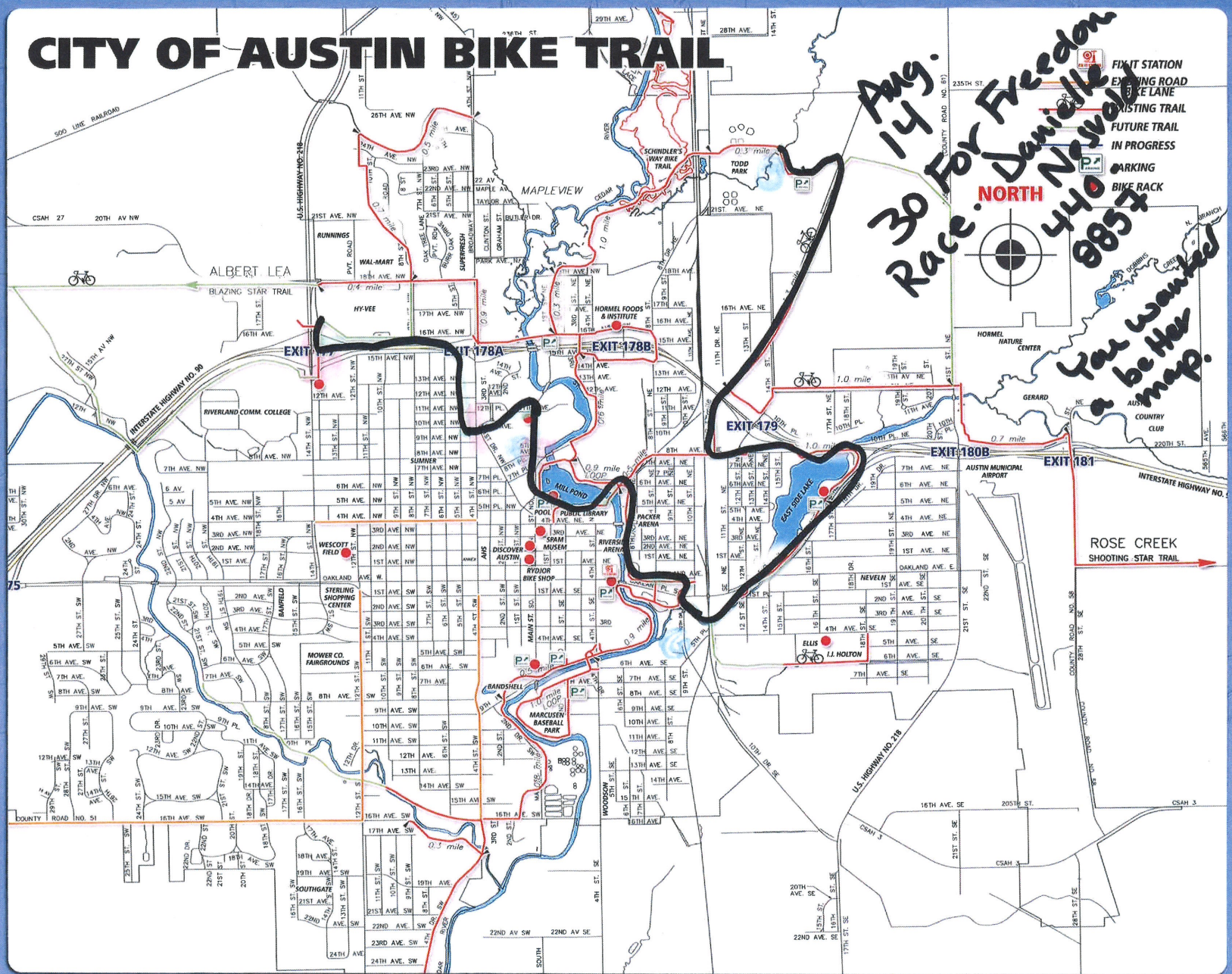


## ADAMS

Adams, Minnesota is a vibrant community of 787 people on the prairie just 5 miles north of the Minnesota-Iowa state line and about 15 miles southeast of Austin. The city of Adams was founded in 1868 and will be hosting a special 150th anniversary celebration in the summer of 2018.

The Shooting Star Bike Trail winds through Adams. Bikers and walkers are able to enjoy the vestiges of the native tall-grass prairie flowers, grasses, and herbs that pioneers

# CITY OF AUSTIN BIKE TRAIL



## HOUSING TAX ABATEMENT APPLICATION

(Application Period 8-1-16 through 12-31-2022)

Property Owner / Applicant:

Austin HRA

Current Address:

308 2nd Ave NE

Telephone:

507.433.1866

E-Mail:

taggart@austinhra.org

Has applicant ever defaulted on property taxes?

☐ Yes☒ No

If Yes, provide details on separate page(s).

Are property taxes current?

☒ Yes☐ No

Proposed Project:

☒ New Construction☐ Replacement of housing unit

Project Type:

☒ Single Family☐ Duplex☐ Multi-family

Project Address:

807 24th Ave NW

Project Legal Description:

Lot 6, Block 1 - North Pointe

Parcel Number:

34.509.0060

Estimated Project Valuation:

\$ 250,000 - 275,000

Applicant Statement:

(Please provide a statement as to why you are requesting an abatement of property taxes.)

see attached sheet for statement.Attach building plans, site map, parcel information and parcel number. (Include letter of consent from property owner if subject to purchase agreement or include a copy of the purchase agreement.)

I / We as applicant(s) for the Housing Tax Abatement certify that no construction has begun or will begin prior to the taxing authority's decision on my/our application. For the purposes of this provision, construction shall include the installation of footings, slab, foundation, posts, walls or other portions of a building. Site preparation, land clearing or the installation of utilities shall not constitute construction.

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded following full payment of real estate taxes due annually.

Construction  
Certification[Signature]  
Signature of Applicant(s)6/28/21  
Date[Signature]  
Signature of Applicant(s)6/28/21  
Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

Date:

School District of

Date:

**Disclaimer:** Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically terminated. Building cannot start until such time as all taxing entities have approved and written authorization is provided.

Please submit completed application with attachments to:

Mower County Administration  
201 1<sup>st</sup> Street NE, Suite 9, Austin MN 55912  
507-437-9549  
Office Hours: M-F 8 a.m. – 4:30 p.m.  
deniseb@co.mower.mn.us





Subject: HRA /Riverland Community College House at North Pointe

Date: June 28th, 2021

The HRA and Riverland are once again looking to partner on a house project this fall and early spring. This comes off a very successful partnership this past year.

Partnership details below:

- The Austin HRA would provide the lot and cost of all the building materials with Riverland agreeing to provide labor for construction and electrical from its construction classes. The HRA will own the house upon completion, sell it and keep revenues made on the sale.
- We would start with lot 6 (34.509.0060) with the ability to stage on lot 7. Lot 5 is the one we built on last year.
- The sale price will be in that \$250,00-275,000 range based on current market conditions.
- We will be selecting a different house layout to create form differences between the houses.

North Pointe Housing – Based on the Housing Study there is a need for single family housing in the Community.



Above you will see the house built between the HRA/Riverland partnership in the 2020-21 school year.

Thanks

Taggart J Medgaarden

Austin HRA

Executive Director

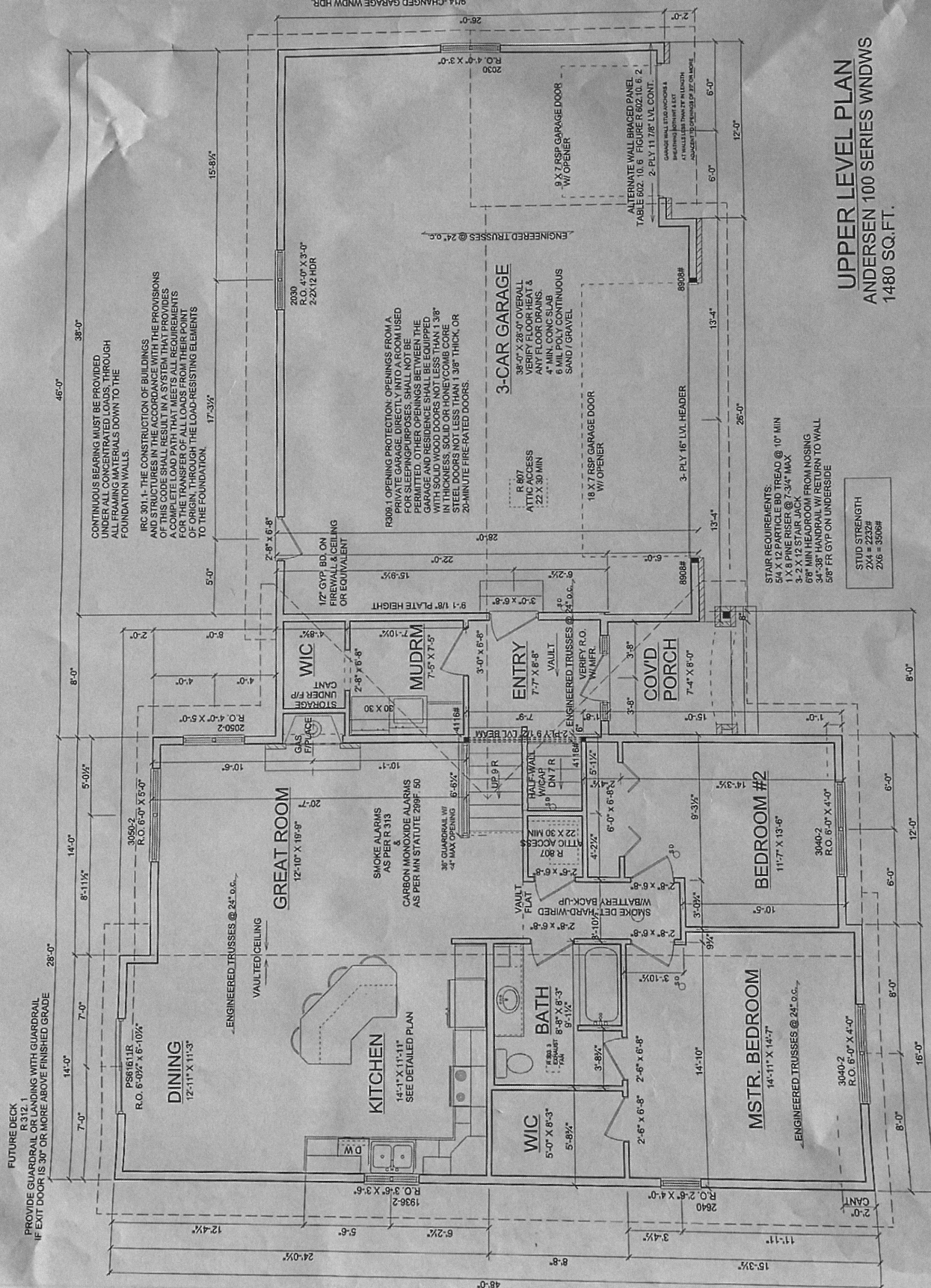
[taggart@austinhra.org](mailto:taggart@austinhra.org)

(507) 433-1866

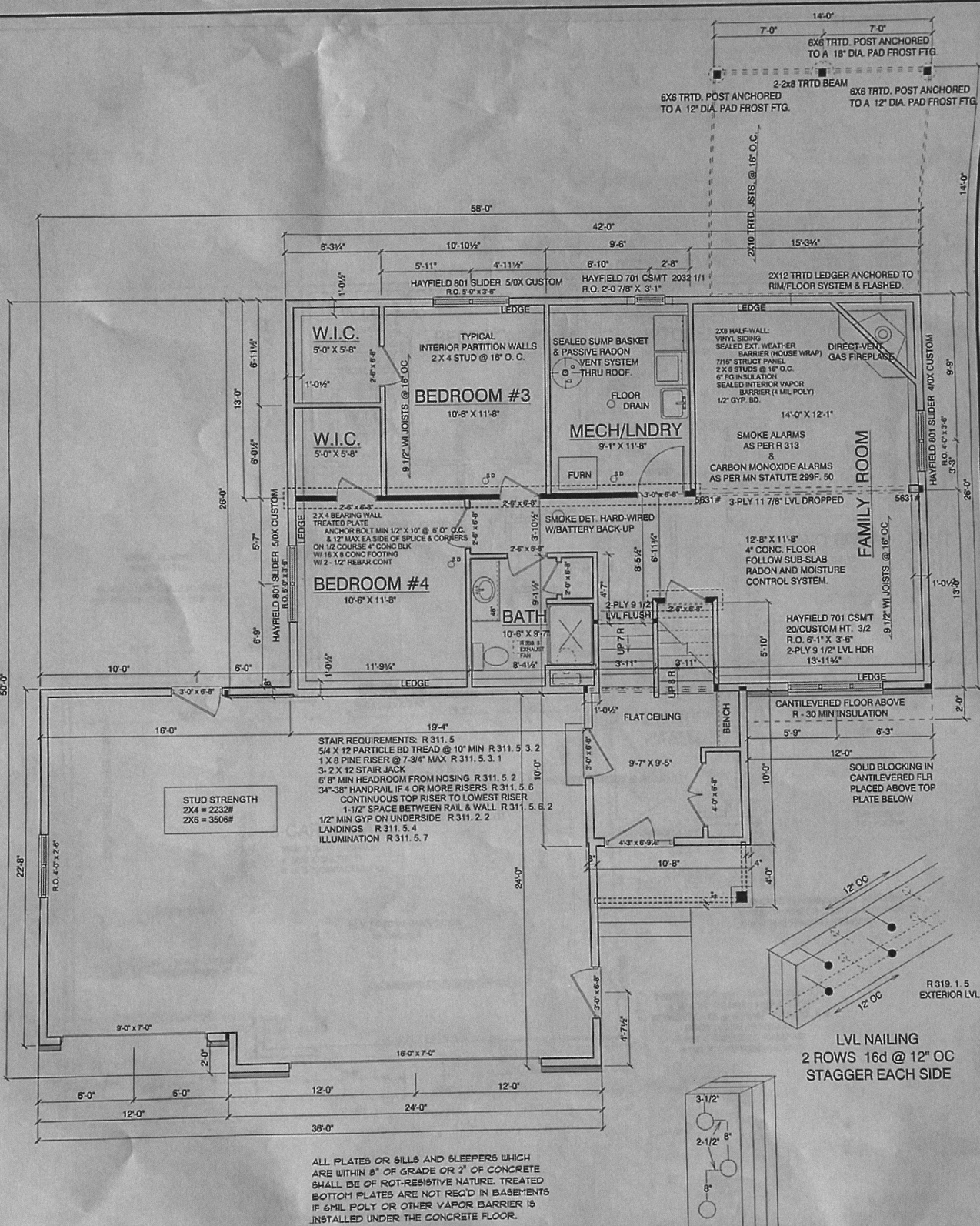


**UPPER LEVEL PLAN**  
ANDERSEN 100 SERIES WNDWS  
1480 SQ.FT.

# THE EFFECTS OF DEVIATIONS WITH OWNER & FREEBORN LBR \*\*\*



NOTE: BEFORE START OF CONSTRUCTION, VERIFY PLAN FOR REVISIONS WITH OWNER & PROBUILD. FREEBORN LUMBER WAS USED AS A DESIGN SERVICE ONLY.



1092 SQ.FT.  
 LOWER LEVEL

TYP NAILING SCHEDULES  
 FOR BUILT-UP COLUMNS

FREEBORN LUMBER CO  
 DESIGNING YOUR DREAMS

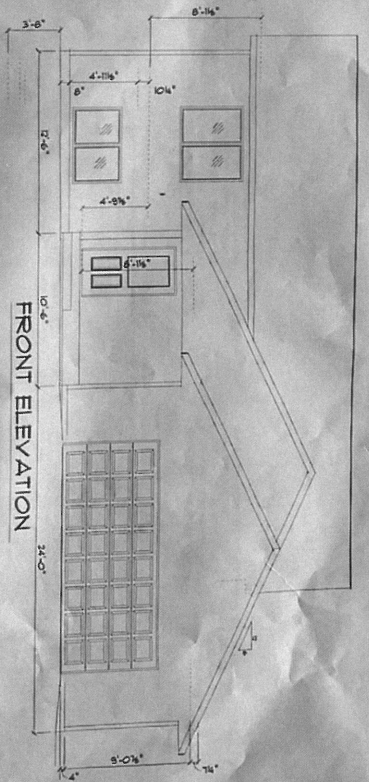
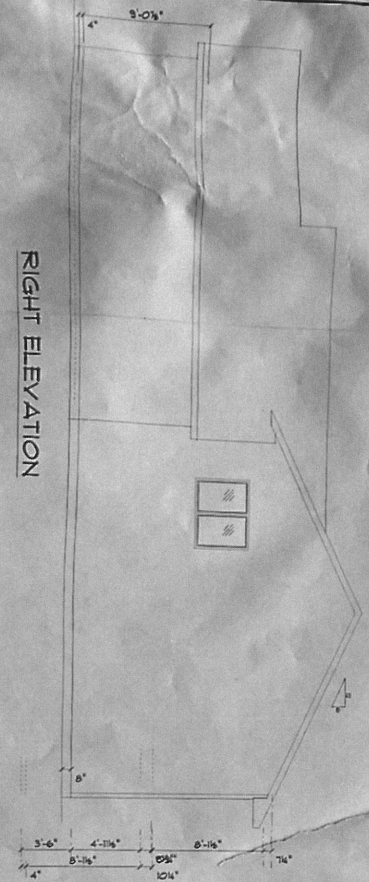
SCALE: 1/4" = 1'-0"  
 DATE: 8-12-11  
 DRAWN BY: ANITA  
 REVISED: 9/7  
 RIVERLAND 2013-2014

NOTE:  
 ALL EXTERIOR DIMENSIONS TO FACE OF SHEATHING  
 ALL INTERIOR DIMENSIONS TO CENTER OF PARTITION  
 ROOM SIZES ARE APPROXIMATE. PLEASE VERIFY  
 ALL EXTERIOR HEADERS 1-2 1/2" OR AS NOTED  
 CEILING HEIGHT  
 FOUNDATION  
 ABOVE CONCRETE SLAB  
 FIRST FLOOR @ 8'-1 1/4" ABOVE SUBFLOOR OR AS NOTED  
 PERMANENT PLANS AND FOR ESTIMATION PURPOSES ONLY

NOTE:  
 DIMENSIONS TAKE PRECEDENCE OVER SCALE  
 DIMENSIONS & STRUCTURAL MEMBERS TO BE VERIFIED ON SITE  
 PLANS ARE EXTENDED AS A GENERAL GUIDE FOR OUR CUSTOMERS  
 & CONTRACTORS. PLANS WILL BE REVISED TO CORRECT ANY  
 ERRORS DISCOVERED BEFORE START OF CONSTRUCTION.  
 FREEBORN LUMBER ASSUMES NO RESPONSIBILITY FOR ERRORS  
 OR IMPROPER CONSTRUCTION THEREAFTER.  
 FREEBORN LUMBER MAKES NO REPRESENTATION OR WARRANTY  
 ON LOCAL CODES OR IMPROPER CONSTRUCTION.



RIGHT ELEVATION

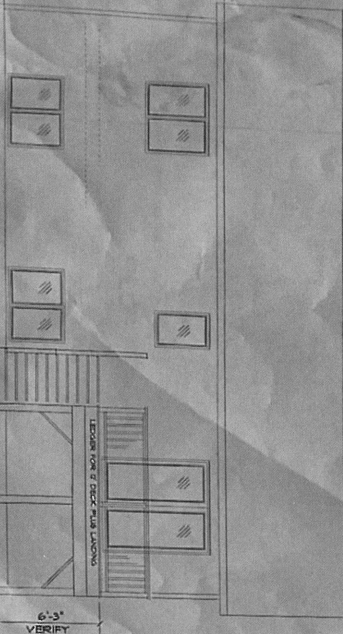


FRONT ELEVATION

LEFT ELEVATION



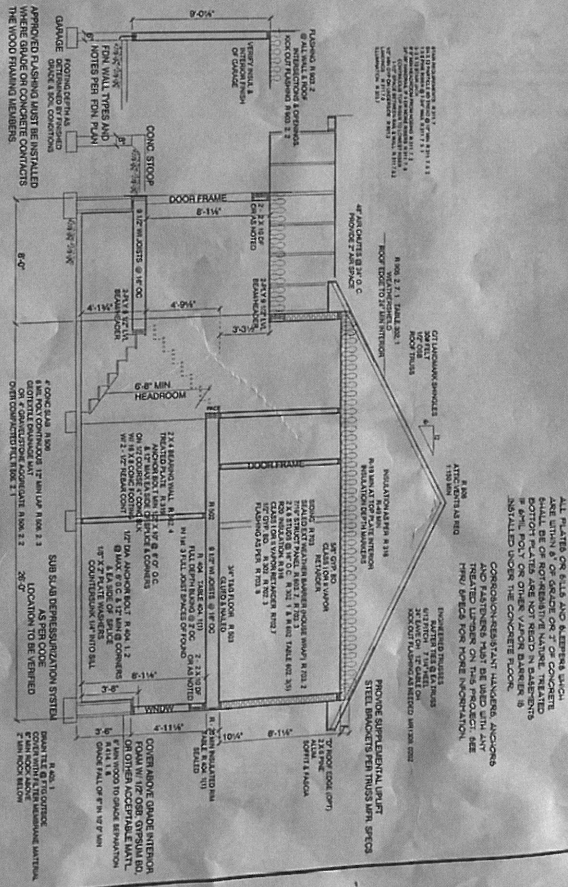
REAR ELEVATION



DECK STAIR REQUIREMENTS:  
- 34" MAX HANDRAIL HEIGHT @ 4 OR MORE RISERS  
- GUARDRAIL IF 30" ABOVE GRADE @ 4 OR MORE RISERS  
- STAIRS @ 12" OC MAX. FOR COMPOSITE DECKING  
- LANDING SIZE 3'11" x 8' 11" MIN. PER CODE

PROVIDE DIAGONAL BRACING PARALLEL TO THE BEAM AT EACH CORNER POST GREATER THAN 7'-0" IN HEIGHT. DIAGONAL BRACING IS PROHIBITED ON CENTER POSTS. BRACING SHALL BE INSTALLED AT THE OTHER END OF THE BEAM AND THE BEAM AT THE OTHER END OF THE BEAM. FOR NON-LOADING DECKS, DIAGONAL BRACING MAY BE OMITTED AT THE BEAM/POSTS ADJACENT TO THE HOUSE.

ELEVATIONS & SECTIONS



PROJECT INFORMATION	
ROOF SLOPE	12/12
HEEL HEIGHT	7'11"
UPPER FLOOR WALL HT	8'0"
UPPER FLOOR SYSTEM	8'0" x 12" @ 16" O.C.
MAIN FLOOR SYSTEM	8'0" x 12" @ 16" O.C.
BSMT BEELING HEIGHT	8'0" x 12" @ 16" O.C.
FOUNDATION WALL HT	3'0" x 12" @ 16" O.C.
FOUNDATION WALL HT	3'0" x 12" @ 16" O.C.

THESE PLANS WERE DRAFTED & DESIGNED FOR:  
**RIVERLAND CARPENTRY PROGRAM 2019-2020**  
HOUSE LOCATION IS XXXX 24TH AVE. NW, AUSTIN, MN

DATE	10/1/2019
BY	J. B. B.
CHECKED BY	J. B. B.
SCALE	1/8" = 1'-0"
NOTES	1. SEE ALL NOTES ON SHEETS 1-4.
REVISIONS	1. SEE ALL NOTES ON SHEETS 1-4.

**CITY OF AUSTIN  
COUNTY OF MOWER  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING  
ON TAX ABATEMENT REQUEST**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Austin, Mower County, Minnesota, will hold a public hearing on Monday, July 19, 2021 at 5:30 p.m. to consider a tax abatement request from the Housing and Redevelopment Authority of Austin, pursuant to Minnesota Statutes 469.1813 and 116J.993 through 116J.995. The request is to abate 100% of the City's portion of real estate taxes related to the new residential improvements on the subject property for a period of 5 years. The estimated amount of the abatement is \$8,875. The subject property is located at 807 24<sup>th</sup> Avenue NW, Austin, Minnesota and is legally described as:

Lot 6, Block 1, North Pointe Addition, City of Austin, County of Mower

The public hearing will be held in the City Council Chambers, at City Hall, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota. All interested persons are invited to attend and be heard. Those unable to attend are invited to send written comments, prior to the hearing, to: City Administrator, City of Austin, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota 55912.

Publish: July 8, 2021

## **RESOLUTION NO.**

### **RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813**

**WHEREAS**, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

**WHEREAS**, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

**WHEREAS**, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

**WHEREAS**, the Austin Housing and Redevelopment Authority is the owner of certain property within the City of Austin legally described as follows:

Lot 6, Block 1, North Point Addition to the City of Austin, Mower County.

**WHEREAS**, the Austin Housing and Redevelopment Authority has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

**WHEREAS**, the Austin Housing and Redevelopment Authority has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Austin, Minnesota:

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a single family dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 19th day of July, 2021.

Yeas

Nays

ATTEST:

APPROVED

---

City Recorder

---

Mayor

City of Austin  
500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.  
City Engr./Public Works Dir.  
507-437-9949  
Fax 507-437-7101  
slang@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Mitch Wenum, PE  
**Date:** July 14, 2021  
**Subject:** Bids – 27<sup>th</sup> Avenue NW Extension  
CP 21107

The City of Austin received bids for the extension of 27<sup>th</sup> Avenue NW on July 14, 2021. This street will be adjacent to the new Nu-Tek facility. Work will consist of curb & gutter, asphalt paving, drain tile installation and street lighting. The completion date for the project is in June of 2022, although some work may take place in the fall of 2021.

The bids are summarized below.

<u>Contractor</u>	<u>Total Bid Amount</u>
Ulland Brothers, Inc.	\$159,888.25
Rochester Sand & Gravel	\$165,041.88
Engineer's Estimate	\$161,115.00

The project will be funded 50% by the Port Authority and 50% by Nu-Tek. We would recommend awarding the project to Ulland Brothers, Inc. If you have any questions, please contact me.

Port Authority	\$ 79,944.13
Nu-Tek	\$ 79,944.12

**RESOLUTION NO.**

**AWARDING BID FOR 27<sup>TH</sup> AVENUE NW EXTENSION**

**WHEREAS**, pursuant to an advertisement for bids for the following local improvements:

27<sup>th</sup> Avenue NW Extension

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
Ulland Brothers, Inc.	\$159,888.25
Rochester Sand & Gravel	\$165,041.88
Engineer's Estimate	\$161,115.00

**AND, WHEREAS**, it appears Ulland Brothers, Inc. is the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Austin, Minnesota that the base bid of Ulland Brothers, Inc. is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Ulland Brothers, Inc. in the name of the City of Austin for the following:

27<sup>th</sup> Avenue NW Extension

Passed by a vote of yeas and nays this 19th day of July, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor



**City of Austin**  
**500 Fourth Avenue N.E.**  
**Austin, Minnesota 55912-3773**



**Holly Wallace**  
Planning & Zoning Administrator  
507-437-9952 / Fax 507-437-7101  
Cellular 1-507-438-2380  
Email: [hollyw@ci.austin.mn.us](mailto:hollyw@ci.austin.mn.us)

## Memorandum

**To:** Mayor & City Council

**From:** Holly Wallace, Planning and Zoning Administrator

**Subject:** Request for contingency funds and approval of agreement between Counselors of Real Estate Consulting Corps and the City of Austin

**Date:** July 15, 2021

---

At the June 28 work session, information was presented regarding a proposed housing analysis by the CRE Consulting Corps. The Corps is a public service program of The Counselors of Real Estate, which provides real estate analysis and action plans for municipalities, not-for-profit organizations, government entities, educational institutions, and other owners of real property. Attached is the final proposed scope of work and agreement.

The proposal was developed after preliminary discussions with city staff and work session discussions, see attached Consulting Corps Services Proposal.

Highlights from proposal:

1. Project Scope:  
The CRE Consulting Corps team will conduct a thorough analysis, engage stakeholders, and propose actionable solutions. The analysis and resulting recommendations will consider and reflect the needs and priorities of the City of Austin and community stakeholders.
2. Tasks
  - Analyze private development, including identifying costs and barriers and final sales prices.
  - Identify private nonprofit, state and/or federal supported financial programs that may be utilized.
  - Identify examples of public-private partnerships.

- Consider methods of construction and explore cost-effective and efficient methods for developing, upgrading and maintaining existing housing.
- Conduct a site visit and community tour.
- Meet with local leadership and key stakeholders.
- Review legal constraints and other potential challenges or limitations to supporting new housing development, as well as best practices in other places.

### 3. Deliverables

- Outline a private development model, incorporating input costs and final sales prices.
- Identify ownership and rental concepts and product types that would fill current housing gaps in Austin; determine existing barriers to development and recommend steps to remove those barriers; and present financial tools and public-private partnership models to increase housing supply.
- Recommend optimal roles for various parties (City departments, business leaders, etc.) to support/encourage housing development.
- Identify local/regional, state, federal or other resources that could assist to generate housing development and/or list other development incentives to consider offering to encourage housing development.
- Outline relevant best practices from other communities – only those likely to work in Austin - that foster a range of housing product types, construction methods and materials, low-cost improvement loans and rehab/preservation programs with guidance on how they can be implemented in Austin.
- Present public investment/subsidy options matrix with pros and cons and cost-benefit analysis.
- Develop clear criteria to effectively review, evaluate, and prioritize current programs and promising opportunities as well as readily eliminate impractical options.
- Recommend statutory and/or regulatory and/or process changes needed to increase housing options in Austin based on best practices in other communities.
- Identify state policy/regulatory tools and cooperative strategies that could better prioritize the housing needs in Austin and other non-metro area communities.
- Outline a Strategic Action Plan with a review of key opportunities, development challenges (barriers), and strategies to address those barriers.
- Identify short- and long-term actions needed to implement the Strategic Plan.

### 4. Cost of Services – \$30,000, as a non-profit, the service is offered significantly below market rate.

### 5. City responsibilities

- Provide the team with information for the pre-site visit review and briefing, including:



- Copies of all recent plans, applicable studies, including housing and demographic data.
  - Employment data.
  - Recent financial tools used by the City to develop new housing.
  - Current City programs that assist homeowners to upgrade and improve their homes such as rehab assistance, low-cost improvement loans, etc.
- Designate a primary contact person and identify key stakeholders.
- Schedule stakeholder / focus group interviews, including developers, property managers, and employers.
- Provide contact information for stakeholders/key contacts, including builders and lenders, for preliminary information-gathering, onsite meetings, and follow-up, as needed.
- Conduct a briefing for the team followed by a community tour and site visits.
- Provide space for team meetings and deliberations.
- Provide space for exit briefing and Q&A (if briefing is delivered onsite).



**CRE®**  
**Consulting  
Corps**

**Helping Your Community  
Solve a Challenging  
Real Estate Problem**

## Property Advisory Services for Not-for-Profit and Government Entities

The CRE Consulting Corps, a **public service program** of The Counselors of Real Estate, provides real estate analysis and action plans for not-for-profit organizations and government entities.

- Does your organization have a strategic plan for its real estate assets?
- Are you facing changing demographics, aging structures, or similar challenges?
- Do you have property - land or buildings - that no longer fit your needs?
- Are you leveraging your real property assets to achieve your mission?
- Is your organization maximizing performance and returns on investment of its real estate assets?

Whether challenges are due to shifting demographics, economics, or other issues, the CRE Consulting Corps can help. CRE Consulting Corps teams provide objective analysis and strategic, market-driven counsel on how to best leverage real estate assets, providing the **highest levels of industry knowledge**.

The Counselors of Real Estate® is an international organization of commercial property professionals who hold leading positions in real estate, finance, law, and academia, as well as roles with business advisory firms and government agencies. Counselors **volunteer their time and expertise** for CRE Consulting Corps assignments, so costs are **well below market rates**.

We assemble a world class team of Counselors to come onsite for a week, analyze your market, listen to stakeholders, and present recommendations. A follow-up written report is delivered 4-8 weeks later, providing you with **actionable strategic guidance immediately**.

*"We had a lot of energy and ideas, but we really needed an objective analysis and a fresh perspective."*

**Dan Kirkpatrick**

Mayor

City of Fairborn, Ohio

*"The report is a strategic action plan. It's a roadmap that contains achievable, affordable action steps to continue to enhance Fairborn and its assets."*

**Pete Bales**

Interim City Manager

City of Fairborn, Ohio



**Learn More** .....

For more information on the CRE Consulting Corps and past projects, visit: [www.cre.org/initiatives/consulting-corps/](http://www.cre.org/initiatives/consulting-corps/)

# Economic Development and Adaptive Reuse Assignments

## Naval Air Station Oceana | Virginia Beach, Virginia

Developed an actionable strategic plan to guide redevelopment of support facilities for Navy personnel via a review of property assets and exploration of alternative leasehold structures and public private partnership models to monetize unneeded parcels.

## City of Fairborn | Fairborn, Ohio

Recommended a path to align the city's real estate process with its vision; provided action steps to revitalize downtown, spur private sector investment, and redevelop a declining 17-acre shopping center.

## Central State Hospital Local Redevelopment Authority | Milledgeville, Georgia

Assisted in the design of an attainable vision and plan of action for redevelopment of the vacated Central State Hospital campus—one of the largest mental health facilities in the country—with a focus on job creation and economic growth.

## Catholic Charities Progress of Peoples Development Corporation (affordable housing developer) | Brooklyn & Queens, New York

Analyzed the organization's properties and operations and provided structural and strategic recommendations to manage the inventory and deliver affordable housing.

## Dimock Community Health Center | Boston, Massachusetts

Developed a comprehensive plan to modernize facilities in a historic building with landmark status and improve the financial position of a community health center to enhance delivery of cost-effective services.

## Orleans Levee District | New Orleans, Louisiana

Analyzed the potential for revitalizing the 450-slip South Shore Harbor Marina damaged in Hurricane Katrina, providing creative, attainable strategies to restore and reposition the Marina and the adjacent 15-acre peninsula.

## City of Gdansk | Gdansk, Poland

Conducted a feasibility study for redevelopment of a highly desirable waterfront district in Gdansk and provided a market-oriented model for public-private ventures to encourage future development.

## New Mexico State University | Las Cruces, New Mexico

Provided guidance for more effective management of the university's land and identified opportunities to monetize those holdings to advance the institution's academic, civic, and economic missions.



Naval Air Station Oceana

*"To say the Consulting Corps team has given us much to consider and evaluate for the future would be a gross understatement. Words like 'creative,' 'innovative,' 'on-target,' and 'tremendously detailed' were common descriptions of the team and their work given by those attending the exit briefing."*

**W. Michael Couch**

Executive Director, Central State Hospital Local Redevelopment Authority, Milledgeville, Georgia



New Orleans Harbor

*"The CRE panel was absolutely outstanding. They challenged our thinking and asked the right questions. They put us on the track we need to be on."*

**Bill Matthews**

U.S. General Services Administration

## Learn More

To explore how the Consulting Corps can assist you, contact Samantha DeKoven, Director of Public Service Initiatives for The Counselors of Real Estate, by email at [sdekoven@cre.org](mailto:sdekoven@cre.org) or by phone at (312) 329-8431.





June 23, 2021

Holly Wallace, Zoning and Planning Administrator  
Craig Clark, City Administrator  
City of Austin  
500 4th Avenue NE  
Austin, MN 55912

***RE: Proposal for CRE Consulting Corps Services***

Dear Holly and Craig:

We greatly appreciate your interest in engaging the Counselors of Real Estate (CRE) Consulting Corps to provide a strategic action plan to address housing supply issues in Austin. Thanks very much for participating in background calls and sharing information about Austin. Following is our proposal describing the scope of services the Consulting Corps could provide.

**THE COUNSELORS OF REAL ESTATE AND CRE CONSULTING CORPS**

The Counselors of Real Estate® is an international nonprofit organization (501c6), a highly selective, global organization of commercial property professionals which include principals of prominent real estate, financial, legal and accounting firms, as well as developers, economists, futurists and ranking leaders of Wall Street and academia. Only 1,000 professionals worldwide hold the CRE (Counselor of Real Estate) Credential. Counselors have created and endowed the MIT Center for Real Estate, resolved the dispute between the developer of the World Trade Center and its insurers post September 11, led the privatization of U.S. Army Housing, developed a multi-billion dollar 10 year Master Plan for the Philadelphia Public Schools, and were retained by the Polish government to revitalize that country's national railway system. Counselors also have valued both the Grand Canyon and Yale University. Members reside in 20 countries and U.S. territories with Chapters located throughout the United States, Canada and Europe. An Asian Chapter is currently being established. Thought



Leadership is a widely recognized core competency of the CRE organization as exemplified by our “juried” professional Journal, Real Estate Issues, and our presentation of major real estate symposia in partnership with Harvard and Stanford Universities.

The CRE Consulting Corps, a public service program of The Counselors of Real Estate, provides municipalities, not-for-profit organizations, educational institutions, and government agencies real estate analysis, strategies, and action plans that address their real estate dilemmas, often enhancing the performance of a property or portfolio. Each CRE Consulting Corps engagement is conducted by a small group of well-qualified volunteer members with expertise specific to the needs of the client.

## **BACKGROUND INFORMATION**

The City of Austin, in southern Minnesota, has a population of approximately 25,000. Home to Hormel Foods Corporation (a Fortune 500 company), a cancer research center, as well as robust agricultural production, the community has a vibrant and diverse economy. As an Upper Midwest regional center, it has a generally affordable cost of living and housing is reasonably priced, with low rents and affordable homes. A comprehensive housing needs assessment was conducted in 2017, which analyzed demographic data, housing demand, and conditions in the community. The study found strong demand for housing, including rental and for-sale at a range of price points. While demand is particularly strong for homes priced under \$200,000, the study noted that it is difficult to build new construction for less than \$200,000 due to a variety of factors (i.e. land, infrastructure, materials and labor, etc.). The large gap between the cost of development and the appraised value upon completion is a significant barrier to new construction. In addition, the existing housing stock is aging and in need of improvement and preservation; furthermore, these factors have been exacerbated by the COVID-19 pandemic.

## **STATEMENT OF PROBLEM**

The City has had recent success with a new multifamily rental development, as well as providing public assistance (land and TIF) to subsidize new market rate apartments. With lack of supply, aging demographics, desire for association-maintained housing from other age cohorts and the wide range of wages offered at some of Austin’s largest employers, Austin would benefit from development of more housing, including alternative housing product types. More housing production (ownership and rental) is needed to meet community needs and to support continued business growth.

The City of Austin requested the CRE Consulting Corps bring its unbiased, objective perspective to identify public and private financial tools, share best practices from other communities, and present feasible, action-oriented tools and solutions specifically targeted to increase housing options and improve the existing housing stock to meet community needs. The Consulting Corps proposes the following scope of work.

## PROJECT SCOPE

The CRE Consulting Corps team will conduct a thorough analysis, engage stakeholders, and propose actionable solutions (see Process, below). The analysis and resulting recommendations will consider and reflect the needs and priorities of the City of Austin and community stakeholders.

## SPECIFIC TASKS FOR THE CRE CONSULTING CORPS TEAM

- Identify private nonprofit, state and/or federal supported financial programs that may be utilized by the City or Housing and Redevelopment Authority to support new housing development.
- Identify examples of public-private partnerships developed by other communities to support and incentivize new housing development.
- Identify methods of construction other than stick built that may reduce the upfront costs of developing new housing or the ongoing maintenance costs, as well as for upgrading and maintaining existing housing.
- Conduct a site visit and community tour.
- Meet with local leadership and key stakeholders such as municipal, county, and state leaders, local community groups, real estate brokers/agents, developers, builders, affordable housing advocates/developers, and area business representatives.
- Review legal constraints, density requirements, and other potential challenges or limitations to supporting new housing development, as well as best practices in other places.

## SPECIFIC DELIVERABLES

The Consulting Corps team will:

- Showcase best practices from other communities that foster a range of housing product types, construction methods and materials, as well as low-cost improvement loans and rehab programs.
- Present financial tools and public-private partnership models to increase housing supply.
- Identify local/regional, state, federal or other development incentives that could assist to generate housing development and/or list other development incentives to consider offering to encourage housing development.
- Recommend statutory and/or regulatory and/or process changes needed to increase housing options in Austin based on best practices in other communities.
- Identify state policy/regulatory tools and cooperative strategies that could better prioritize the housing needs in Austin and other non-metro area communities.
- Outline a Strategic Plan with a review of key opportunities, development challenges (barriers), and strategies to address those barriers.
- Identify short- and long-term actions needed to implement the Strategic Plan.

## PROCESS

Immediately upon being awarded this assignment, the CRE Consulting Corps will assemble a team of four or five Counselors from across the country with the appropriate background and expertise required to complete the assignment. Specifically, the team will bring a wide range of experience with similar scenarios, including experience working with municipalities and developers. The team will be comprised of individuals with specific expertise in Planning, Redevelopment, Land Use, Municipal Incentives, Highest and Best Use Analysis, Financial Modeling, and Residential/Mixed Use Development. Such qualified CRE members are readily available and pleased to volunteer their time which permits this engagement to be completed at a significantly reduced fee.

Once assembled, the CRE Consulting Corps team will meet for five days in Austin on dates agreeable to both parties. We anticipate the team leader will meet with key stakeholders, either in person or via teleconference, to coordinate collection and delivery of materials needed preparatory to the team's on-site visit. Upon arrival, the team will begin with a one-day orientation and tour of the area followed by three to four days of interviews, data collection, analysis, and evaluation. On the final day (if the

work is fully onsite) or by videoconference (if the work is partially remote), an exit briefing summarizing the team's findings, conclusions, and recommendations will be held. During this briefing, the CRE Consulting Corps team will also respond to questions and comments from attendees. As appropriate, stakeholder interviews and delivery of recommendations may be conducted virtually; format and structure will be mutually agreed upon. A written report detailing findings, conclusions, and recommendations presented will be submitted 45-60 days following the oral presentation of findings.

## **RESPONSIBILITIES**

### **Client responsibilities include:**

- Provide the team with information for the pre-site visit review and briefing, including:
  - Copies of all recent plans, applicable studies, including housing and demographic data.
  - Employment data.
  - Recent financial tools used by the City to develop new housing.
  - Current City programs that assist homeowners to upgrade and improve their homes such as rehab assistance, low-cost improvement loans, etc.
- Designate a primary contact person and identify key stakeholders.
- Conduct a briefing for the team followed by a community tour and site visits.
- Schedule stakeholder / focus group interviews, including developers, property managers, and employers.
- Provide contact information for stakeholders/key contacts if follow-up is needed.
- Provide space for team meetings and deliberations.
- Provide space for exit briefing and Q&A (if briefing is delivered onsite).

### **The CRE Consulting Corps leadership and staff will:**

- Select CRE Consulting Corps volunteer team, based on expertise.
- Provide briefing materials, submitted by Client, to each team member.
- Arrange pre-meeting reconnaissance and information gathering.
- Coordinate travel, transportation, and lodging.
- Schedule pre- and post-project briefings, conference calls, and meetings.

## **COST OF SERVICES**

The Counselors serving on a CRE Consulting Corps team volunteer their time, allowing the delivery of services at a cost that is significantly below market rate. The organization, a nonprofit 501c6, charges an administrative fee of \$15,000 plus reimbursement of out-of-pocket expenses incurred by members of the team for travel, meals and lodging. The administrative fee, payable to The Counselors of Real Estate, covers staff time supporting the project and associated with development of the final report. Out-of-pocket expenses incurred by team members generally do not exceed \$15,000. Therefore, the estimated fee totals approximately \$30,000.

## **DISCLAIMERS OF WARRANTIES**

The Counselors of Real Estate, on behalf of itself, the CRE Consulting Corps, and the CRE Consulting Corps team, hereby expressly disclaims, to the maximum extent permitted by law, all warranties with respect to any Deliverables, products, reports, information, advice, or services rendered, whether express, implied, or statutory, including any such warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, performance, accuracy, reliability and non-infringement. Communications (whether oral, written, or recorded) will be based on the individual personal judgments, findings and opinions of the CRE Consulting Corps team members and will be provided in accordance with generally accepted industry standards in light of the limited scope of this engagement.

Client, on behalf of itself, its officers, directors, employees and assigns, hereby acknowledges that there is no guarantee, representation, or assurance that any or all of the recommendations that may be made by the CRE Consulting Corps team can or may be implemented successfully. Client hereby waives any claims against The Counselors of Real Estate and the CRE team that such reports or recommendations are deficient in any respect whatsoever. The parties agree that there are no third party beneficiaries of this proposal and subsequent agreement.

## **NEXT STEPS**

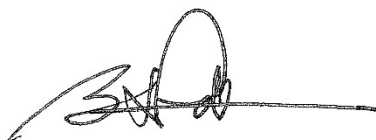
Please return one signed copy of this agreement along with an initial retainer of \$10,000. The balance of the fee will be due upon submission of the written report.



The signed agreement and retainer should be mailed to Samantha DeKoven, Counselors of Real Estate, 430 North Michigan Avenue, Chicago, IL 60611 (phone 312-329-8431; email [sdekoven@cre.org](mailto:sdekoven@cre.org)).

Thank you for the opportunity to submit this proposal and we look forward to your acceptance as well as our forthcoming opportunity to work together on this most interesting assignment. We are confident this partnership will provide strategic advice that will assist you in achieving your objectives. As previously communicated, maximizing immediate and long-term benefits to you and the community is our primary focus.

Sincerely,



Brent A. Palmer, CRE  
2020-21 Chair  
CRE Consulting Corps Steering Committee

## **Agreement between City of Austin and The Counselors of Real Estate Consulting Corps**

The parties accept and agree to be bound by the terms of the proposal set forth above.

### **Agreed to:**

**The Counselors of Real Estate**

**City of Austin**

Mary Walker Fleischmann  
President and Chief Executive Officer

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CRE Consulting Corps

Upon confirming an assignment, the CRE Consulting Corps assembles a team of four or five Counselors from across the country with the appropriate background and expertise required to complete the assignment. To deliver the scope of work proposed for Austin, a team will be assembled that brings individuals with specific expertise in Planning, Redevelopment, Land Use, Municipal Incentives, Highest and Best Use Analysis, Financial Modeling, and Residential/Mixed Use Development, including team members with experience similar to the challenges facing Austin, including experience working with municipalities and developers. Such qualified CRE members are readily available and pleased to volunteer their time.

The Counselors who reviewed the challenges facing Austin and convened to develop the proposed scope of work are listed below:

- [Mary Bujold, CRE](#), President, Maxfield Research & Consulting  
Maxfield Research and Consulting LLC is a full-service real estate research company providing comprehensive real estate market information and market feasibility studies. Mary has over 35 years of experience in real estate consulting and is considered a market expert in the field of residential real estate.
- [Brett Pelletier, CRE](#), MRA, FRICS, Chief Operating Officer, Kirk & Company  
Brett Pelletier is a finance and land economics professional specializing in commercial real estate problem solving and Affordable Housing finance, advisory, and policy matters. An adjunct faculty member of Salve Regina University's Department of Business and Economics, he is a creative leader with unique ability to bridge dissimilar disciplines in solving problems involving both economics and the built environment.
- [Steve Price, CRE](#), MAI, Principal, Terra Property Analytics  
Terra Property Analytics provides appraisals and consulting for vacant land and complex real estate situations in Seattle and throughout Western Washington. Steve Price is the owner and has 34 years of experience as a full-time commercial appraiser and consultant in Western Washington.
- [Marilee Utter, CRE](#), President, Citiventure Associates  
Citiventure Associates LLC is a Denver-based real estate advisory firm established in 1991 to specialize in development of mixed-use projects to transform communities and build economic vitality. The firm has particular expertise in large-scale master-plans, transit-oriented developments, failed mall sites, and public-private projects (P3s). Marilee Utter is the principal.



# Maxfield

## Research & Consulting

Breaking Ground since 1983



**Mary Bujold**  
*President*

### **GENERAL BACKGROUND**

Mary has over 35 years of experience in real estate research and consulting and is considered a market expert in the field of residential real estate and in market analysis for financial institutions. She regularly testifies as an expert witness for eminent domain, tax appeal and other types of real estate litigation.

As President, she heads projects for large-scale land use and redevelopment studies including downtown revitalization for private developers and municipalities as well as private developers and universities on their student housing needs.

Mary frequently gives presentations at seminars and workshop sessions on current real estate market topics.

### **EDUCATION**

Bachelor of Arts in Business Administration  
*Marquette University*  
Masters of Business Administration  
*University of Minnesota*

### **PROFESSIONAL DESIGNATIONS AND APPOINTMENTS**

Counselors of Real Estate (CRE)  
CRE Vice Chair Liaison  
CRE Budget & Finance Committee  
CRE Minneapolis Chapter Chair  
Housing Development Committee-Project for Pride in Living

### **PROFESSIONAL ORGANIZATIONS**

Counselors of Real Estate (CRE)  
National Association of Realtors (NAR)  
Minnesota Association of Realtors (MAR)  
Minneapolis Area Association of Realtors (MAAR)  
National Historic Trust – Main Street Center  
Sensible Land Use Coalition  
Lambda Alpha International (LAI)

### **EXPERIENCE**

- ◆ *Large-scale Redevelopment*
- ◆ *Master-planned Communities*
- ◆ *Rental Housing*
- ◆ *Condominium Housing*
- ◆ *Senior Housing*
- ◆ *Student Housing*
- ◆ *Financial Institutions*
- ◆ *Expert Testimony and Litigation Support*
- ◆ *Comprehensive Housing Needs*
- ◆ *Retail Analysis*
- ◆ *Downtown Revitalization*
- ◆ *Industrial Analyses*
- ◆ *Fiscal Impact Analyses*

### **CONTACT INFORMATION**

7575 Golden Valley Road Suite 385  
Golden Valley, MN 55427  
(Office) 612-904-7977 (Fax) 612-904-7979  
Email: [mbujold@maxfieldresearch.com](mailto:mbujold@maxfieldresearch.com)  
[www.maxfieldresearch.com](http://www.maxfieldresearch.com)

# BRETT N. PELLETIER, CRE, MRA, FRICS

Senior Real Estate Finance, Operations, and Strategy Executive

**Phone:** 401-835-2679

**LinkedIn:** [linkedin.com/in/brett-pelletier-b060004/](https://www.linkedin.com/in/brett-pelletier-b060004/)

**Email:** [BNPelletier@gmail.com](mailto:BNPelletier@gmail.com)

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Finance and land economics professional specializing in commercial real estate problem solving and Affordable Housing finance, advisory, and policy matters. Creative and engaged leader focusing on tactile solutions to complex theoretical, financial, and operational problems. Passionate learner with unique ability to bridge dissimilar disciplines in solving problems involving both economics and the built environment.

## EDUCATION

**Bryant University Graduate School of Business; Smithfield, RI**

Master of Business Administration (MBA), Leadership - with Honors

**Harvard University Extension School; Cambridge, MA**

Master of Liberal Arts (ALM), Finance - with Honors

**Bentley College; Waltham, MA**

Bachelor of Science (BS), Finance

## AREAS OF COMPETENCY

- Land Economics/Real Estate Finance
- Real Estate Development
- Community Development
- Housing/Economic Equality
- Public Administration and Policy
- Historic Preservation and Adaptive Reuse
- Public Speaking and Presenting
- Affordable Housing
- Capital Markets
- Negotiations and Strategic Planning
- Public Private Partnerships (P3)
- Building Sustainability and Healthy Housing
- Financial Analysis and Modeling
- Professional Writing

## PROFESSIONAL EXPERIENCE

**Salve Regina University; Newport, RI**

**January 2021 - Present**

*Adjunct Professor: Department of Business and Economics*

Actively engages with a diverse population of students with a wide variety of educational backgrounds and experience. Well versed in Canvas, Zoom, WebEx and a variety of proprietary learning management systems and platforms. Experience developing and refining course objectives, syllabus development, and educational delivery focusing on learning objectives and outcomes for both in-person and virtual/distance/hybrid learning. Experience in lecture, active learning, and case method engagement. Specific focus on universal justice, ESG factors and concepts, and behavioral aspects of finance and economics. The University encourages students to work for a world that is harmonious, just and merciful.

**Kirk&Company: Real Estate Counselors; Boston, MA**

**October 2005 - Present**

*Chief Operating Officer*

Responsible for oversight and operations of the firm, including training, day-to-day and capital administration, business development, and client-facing activities. Hands on experience with all aspects of the real estate life cycle including development and operating feasibility, marketability, financial modeling, underwriting, disposition and leasing support, and due diligence services for development, historic rehabilitation and adaptive reuse, financing, investment, negotiation, and litigation. In depth experience with private businesses, non-profit and mission-driven organizations, government agencies and municipalities, and individuals and families. Provides tactile solutions to real

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**Email:** [BNPelletier@gmail.com](mailto:BNPelletier@gmail.com)

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estate planning, production, preservation, and financing problems with a focus on multifamily housing feasibility, land-use planning, policy and decision-making throughout the United States.

## **Tiverton Town Council; Tiverton, RI**

**2010 - 2016**

### *Town Councilor*

Served as an elected Town Councilor for three terms. Duties included active fiscal and municipal policy making, oversight of Town Administrator and department heads, and executive management of the town. Active engagement with Boards and Commissions, regular engagement with budgetary matters, and writing and modifying Town ordinances, policies, and protocols. Regular and active community engagement through formal meetings, hearings, and events. Regularly attended various related town board meetings to engage with citizens and commissioners in areas of interest and need. Attended and presented at televised public meetings twice per month, with regular public hearings and special presentations throughout the year. Presented fiscal and municipal policy proposals to audiences from 10 to 500 residents and participants.

## **Senator Edward Kennedy; Boston, MA**

**2005**

### *Constituent Services Intern: Veteran's Affairs*

Worked directly with congressional aides and staffers on issues involving constituent concerns and requests. Assisted staff in working with municipal officials and organizations resolving veterans benefit concerns. Supported congressional aides for veteran's affairs, inmate's affairs, and new citizen's affairs.

## **John Kerry for President, Inc.; Boston, MA**

**2004**

### *Campaign Intern; Fund-Raising*

Staffed the Boston finance and fund-raising office gathering and processing campaign contributions and organizing activities throughout the country. Assisted state directors and campaign managers with press activities and written correspondence, supervision of intern operations, and communications with the Senator's senate office.

## **COMMUNITY LEADERSHIP**

Preserve Rhode Island - Member of the Board of Trustees- 2020-Present

CRE Real Estate Issues - Manuscript Peer Reviewer - 2020-Present

Boston Preservation Alliance - Young Advisors - Director - 2020-Present

Volunteer Tutor - Finance and Real Estate Topics - Undergraduate and Graduate Level - 2018-Present

New England Real Estate Journal (NEREJ) - Contributing Writer - 2015-Present

CRE Consulting Corps - Volunteer Real Estate Counselor - 2019-Present

MA/RI/ME Chapter of the Appraisal Institute - Director and Government Relations Chair

Striving Artists Theatre Company; Beverly, MA - Chairman; Director - 2015-2020

Tiverton, RI Wastewater District - Secretary; Director - 2017-2018

Tiverton, RI Planning Board - Member - 2016-2017

Tiverton, RI Town Council - Council Member - 2010-2016

## **PROFESSIONAL MEMBERSHIPS**

Counselors of Real Estate - CRE® Designated Member

Royal Institution of Chartered Surveyors - FRICS® Designated Member

Lambda Alpha International (LAI) - Designated Member



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**Email:** [BNPelletier@gmail.com](mailto:BNPelletier@gmail.com)

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Greater Boston Real Estate Board - Real Estate Finance Association (REFA)

Boston Committee on Foreign Relations

Boston Economic Club

National Housing and Rehabilitation Association (NH&RA)

MBREA - MRA Designated Member

Preservation Massachusetts - Member

Preserve Rhode Island - Member

Citizens' Housing and Planning Association (CHAPA) - Member

## PROFESSIONAL LICENSES

Licensed Real Estate Broker - MA

Certified General Real Estate Appraiser - MA, RI, NH, NY, CT

## LECTURES & ARTICLES

### *Lectures*

Boston Architectural College Graduate School - Lecture on Feasibility and Land Economics - September 2020

Suffolk University Future Investors in Real Estate - Lecture on Real Estate and Land Economics - November 2019

*The State of the RI Market: Finance, Construction, & New Development* Moderator - Warwick, RI - November 2019

*Valuing Affordable Housing and LIHTC Properties* Panel Speaker - Atlanta, GA - April 2019

*Valuing Affordable Housing and LIHTC Properties* Panel Speaker - Boston, MA - October 2018

### *Articles*

#### New England Real Estate Journal (NEREJ):

Real estate education - What's next? - March 2021

Value in commercial real estate and elsewhere - February 2021

High performance buildings and stable affordable housing - July 2020

2020 At the Halfway Point - June 2020

The New Normal - Real Estate Post-COVID - May 2020

Finding creative solutions to unique problems - April 2020

The land crunch - housing affordability in Boston: Opportunities are there for those well prepared - May 2019

Watching and managing debt: We're paying close attention - April 2019 (with David S. Kirk)

Economic activity has been rising at a good pace - March 2019

Markets will respond to good data & participants with strong due diligence and analysis will excel - October 2018

Housing affordability - Economic feasibility - May 2018

Catastrophe, crisis, and failure: Analyzing, acting and preventing - October 2017

Predictability & sustainability - It's anyone's guess - April 2017

Seamless...in real estate problem solving and decision making - September 2016

Municipalities are now, more than ever, entering the fray of development, disposition and revitalization - July 2016

Steady as she goes: Strong, steady, sustainable and moderated markets - May 2016

2016 will likely be different compared to 2015 - February 2016

The New Year marks new monetary policy - January 2016

As the players change, the expectation of services and responsiveness change - October 2015

We eagerly await the actions of the FED - April 2015



Terra Property Analytics, LLC  
PO Box 31097  
Seattle, Washington 98103

Voice 206.213.0810  
Fax 206.299.4464  
www.reresources.com

Valuation  
Litigation Support  
Consulting

STEVEN P. PRICE, MAI, CRE

#### APPRAISER'S EXPERIENCE DATA

Mr. Price entered private appraisal practice with Shorett & Riely in 1986 and formed Therrien & Price, LLC in 1994. In 1998, Terra Property Analytics, LLC was formed.

Mr. Price has performed appraisals and market studies on a wide range of property types including vacant land, offices, industrial buildings, low income and special needs housing, master planned communities, leasehold and leased fee estates, and special purpose properties. He has testified before the King County Council, Washington State Superior Court, U.S. Bankruptcy Court, U. S. Tax Court, and prepared numerous reports for litigation.

He was a board member for the Chinese Information and Service Center in Seattle for 15 years, served as board president for 3 years, and developed their new 18,000sf office in the International District. He was on the board of University Child Development School and chaired their Facilities Committee. He is on the approved appraiser list and the review appraiser list of the Washington State Department of Transportation. He was Chairman of the Pacific Northwest Chapter of the Counselors of Real Estate for 3 years.

Mr. Price graduated from Wesleyan University in 1986 with a Bachelor of Arts degree in Economics. In 2000, he completed a two-year postgraduate certificate in Theoretical and Applied Geographic Information Systems through Simon Fraser University in Vancouver, BC. He is currently enrolled in a Masters Degree in Civil Engineering at the University of Washington. He was admitted to membership with the Counselors of Real Estate in November, 2003; certificate no. 2171. He was awarded the MAI designation by the Appraisal Institute in October of 1993, Member Number 10,148. He is a Washington State Certified General Real Estate Appraiser, #1100364 (Expiration Date October 18, 2021).

A partial list of appraisal and consulting clients is as follows:

#### Legal

Attorney General of Washington  
Salter Joyce Ziker  
Forsberg & Umlauf PS  
Byrnes & Keller LLP  
Marsh Mundorf Pratt Sullivan + McKenzie  
Jager Law Firm  
Lane Powell  
Tousley Brain Stephens PLLC  
Buck & Gordon and Gordon Derr  
Houlihan Law  
Mills Meyers Swartling  
Short Cressman & Burgess  
Bagley Mullins Law Group  
Riddell Williams P.S.  
Stoel Rives, LLP  
Kenyon Disend, PLLC

#### Government

City of Seattle  
State of Washington, WSDOT, GA, AG, & DCTED  
City of Bellevue  
City of Lynnwood  
City of Bothell  
City of Redmond  
City of Woodinville  
City of Bellingham  
University of Washington  
Federal Way Public Schools  
United State Postal Service  
King County Library System  
City of Covington  
Port of Seattle  
Washington State Parks

#### Corporate & Development

Intracorp  
Harbor Properties  
Microsoft  
Fremont Dock Company  
Seneca Group

#### Low Income and Special Needs Housing

Seattle Housing Authority  
Tacoma Housing Authority  
Housing Resources Group  
CHHIP  
Plymouth Housing  
Downtown Emergency Service Center  
St. Andrews Housing Group  
HomeSight  
AF Evans Company  
Interim Community Development  
King County Housing Authority  
Seattle Chinatown International District PDA

#### Non-Profit Institutions

Puget Consumers Coop  
The Trust for Public Land  
Whidbey Camano Land Trust

#### Financial Institutions

Bank of America  
US Bancorp  
Washington Trust Bank  
Banner Bank  
Union Bank

#### Realty Advisors and Pension Funds

New York State Teachers Retirement System  
California Public Employees Retirement System  
Los Angeles County Employees Retirement System

#### Publications

“Surface Interpolation of Apartment Rental Data: Can Surfaces Replace Neighborhood Mapping?”  
Appraisal Journal, July 2002.

“Low Interest Rates Driving Up Prices for Local Real Estate”, Seattle Daily Journal of Commerce,  
November 7, 2002.

“Unique Design Brings Boeing Workers Together”, Seattle Daily Journal of Commerce, A & E  
Perspectives, November 18, 2004, and The Counselor, Winter 2004, Vol. 49 No. 4.

“Shanghai Development Takes Off, Transforming the Residential and Commercial Landscape”,  
Real Estate Issues, Fall 2006, Vol. 31 No. 2.

#### Presentations

“The Top Ten Things Every Practitioner Should Know about Appraisals and Appraisers”, June 6,  
2004. Washington State Bar Association, 2004 Real Property, Probate and Trust Section Midyear  
Meeting.

“The Gift Planner’s Guide to the Commercial Real Estate Market”, January 10, 2005, Washington  
Planned Giving Council, January Meeting.

"Real Estate Appraisals. More Fun Than You Thought!", Washington State Office of the Attorney  
General, Real Estate CLE May 2016

"Phased Construction Easements", 10th Annual Cutting-Edge Issues in Condemnation Seminar,  
September 11, 2020

#### Awards

Steve received the Bridge to Success Award in 2007 from the Chinese Information and Service Center  
for the successful planning, negotiation, and development of the agency’s new headquarters and  
counseling facility in the International District of Seattle.



**MARILEE A. UTTER, CRE**

Marilee Utter is President and founder of Citiventure Associates, LLC, a real estate advisory firm focused on development strategy, and offering particular expertise in Public-Private Partnerships (P3s), Transit-Oriented Developments (TOD), and transformational real estate.

Previously, she was Executive Vice President of the Urban Land Institute, a Washington DC-based global non-profit of 40,000+ members known for real estate best practices and cutting-edge thinking. Her responsibilities included oversight of staff, operations, and local impact for offices in 75 cities around the world.

Prior to that, Marilee's experience included Managing Partner for P3 West LLC, Regional Vice President with Trillium Corporation managing the land development revitalization of Denver's Central Platte Valley rail yards, Mayoral–appointee Director of the Office of Asset Management for the City and County of Denver, first manager of Department of Transit-Oriented Development for the (Denver) Regional Transit District, Vice President with (now) Wells Fargo Bank, and secondary math teacher.

With this unique background, Marilee has become a nationally known speaker, writer, and advisor on innovative approaches to community redevelopment and urban issues.

Marilee holds an MBA from UCLA's Anderson School, a certificate in State and Local Public Policy from Harvard's Kennedy School, and a designation from the Counselors of Real Estate (CRE) where she is global Chair-elect. She is adjunct faculty at University of Colorado Denver, national Trustee for the Urban Land Institute and past Chair of the Colorado District Council. Currently, she is Chair for the Metropolitan State University of Denver Foundation Board, serves on National Charrette Institute Board of Advisors, and is a member of the International Women's Forum.



## Overview:

Citiventure Associates LLC is a Denver-based real estate advisory firm established in 1991 to specialize in development of mixed-use projects to transform communities and build economic vitality. The firm has particular expertise in large-scale master-plans, transit-oriented developments (TOD) failed mall sites, and public-private projects (P3s). The company is known for its interdisciplinary approach and track record of successful implementation.

Marilee Utter is principal of the firm. Previously, she was EVP for the Urban Land Institute (ULI), Transit-Oriented Development Specialist for the Regional Transportation District (RTD), Regional Vice President for Trillium Corporation, Director of Asset Management for the City and County of Denver, and Vice President of First Interstate Bank. She holds a BA in Mathematics and French from Colorado Women's College, an MBA from UCLA's Anderson's School, and a certificate in State and Local Policy from Harvard's Kennedy School. Professional affiliations include ULI, the Counselor of Real Estate designation (CRE) and Fellow, Royal Institute of Chartered Surveyors (FRICS).

Her unique background in both the public and private sectors has led to numerous national articles, speaking engagements and a broad practice of bringing innovative approaches to community development and urban issues.

## Representative Projects:

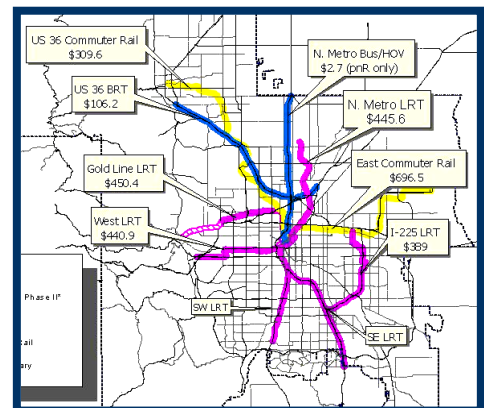
### Private Sector:

Developer responsible for masterplan and zoning for 165 acres in Denver's Central Platte Valley, transforming an urban rail yard into the region's premiere commercial and residential district.

Owner's representative on redevelopment of the Denver Dry, a 350,000sf historic downtown department store reinvented as mixed-income housing, retail and office spaces. Project involved over 20 sources of funds from public and private sources and initiated revival of downtown Denver.

TOD advisor and principal for 23-acre mixed-use South Village at Scaleybark Station in Charlotte, NC. Project is a P3 with the City.

TOD advisor to Thornton Gateway Properties on development of 127 acre parcel on issues such as mix of uses, integration of transit functions, entitlement processes, and project financing.





### Public Sector:

Project manager on redevelopment of a failed regional mall (Cinderella City) into a one million SF mixed-use town center that was the first TOD in the Denver region. CityCenter Englewood restored the City's financial viability and has won numerous national awards.

TOD manager for Denver's Regional Transportation District involved in planning efforts on over 25 station areas and the T-Rex corridor.

Development advisor to Salt Lake City Redevelopment Agency in several districts including Sugar House, Depot District, North Temple, and CBD.

TOD advisor to City of Phoenix on LRT corridor development strategies.

Development strategy advisor to Colorado State Land Board on Lowry Range, a 26,000-acre Trust Property and one of their most dynamic holdings.

TOD development implementation strategy on Hi-Lake Station in Minneapolis, MN.

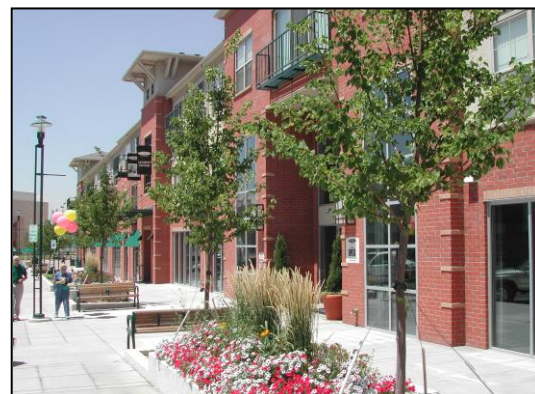
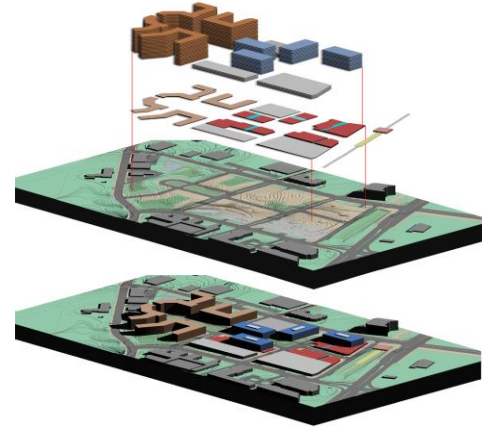
### **Representative Clients:**

City of Auburn, WA  
City of Boulder, CO  
City of Coeur d'Alene, ID  
City of Colorado Springs, CO  
City of Englewood, CO  
Fairfield Development, Englewood CO  
Colorado State Land Board  
City of Houston, TX  
City of Littleton, CO  
McKnight Foundation, Minneapolis, MN  
Pappas Properties, Charlotte, NC  
City of Phoenix, AZ  
Piton Foundation, Denver, CO  
City of Salt Lake City, UT  
Thornton Gateway Properties LLC, Englewood, CO  
Treasure Coast Regional Planning Council, FL

### **Contact Information:**

Citiventure Associates LLC  
1488 Wazee Street #3C  
Denver, CO 80202

Telephone: 303-534-6620  
E-mail: [marilee@citiventure.com](mailto:marilee@citiventure.com)  
Website: [www.citiventure.com](http://www.citiventure.com)



City of Austin  
Ann M. Kasel, City Clerk



500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9943  
Fax: 507-434-7197  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)

## MEMORANDUM

**To:** Mayor and City Council  
**From:** Ann M. Kasel  
**Re:** Deferred Sewer and Water Properties prior to 1981  
**Date:** July 8, 2021

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The Council reviewed the matter at their April 5, 2021 work session and recommended satisfying resolution 6772 which was adopted on December 7, 1981. This resolution deferred 174 parcels for sanitary sewer and water that were on the City ledgers prior to 1981. It appeared there was a law change in 1980 that required the City to take this action and it would be very difficult to research projects from the 1960's/1970's in order to assess them now. There are 29 parcels remaining for a total of \$10,236.92.

Please let me know if you have any questions.

**RESOLUTION NO.**

**RESOLUTION SATISFYING RESOLUTION NO. 6772**

WHEREAS, on December 7, 1981, the Austin City Council passed Resolution No. 6772 - assessments for deferred sanitary sewer and water; and

WHEREAS, the resolution adopted assessments on 174 parcels in the City of Austin; and

WHEREAS, City staff has determined the remaining amounts on the resolution to be immaterial; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, that Resolution No. 6772 shall be satisfied.

Passed by a vote of yeas and nays this 19<sup>th</sup> day of July, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$477.00	Jason Linnett	Disc Golf
\$250.00	Potach & Mitchell	Bike Club
\$515.00	Burlyn Delhanty in Honor of Janet Delhanty	Library
\$ 40.00	Douglas Valpey	K-9 Fund

NOW THEREFORE, BE IT RESOLVED that the Austin City Council accepts said gifts to the City of Austin.

Passed by a vote of yeas and nays this 19th day of July, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

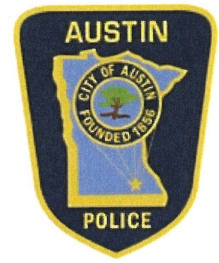
\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

# AUSTIN POLICE DEPARTMENT

## LAW ENFORCEMENT CENTER

201 1<sup>ST</sup> STREET NE STE 2 AUSTIN MN 55912 (507) 437-9400 FAX: (507) 437-9546



ITEM NO. 10

7-9-2021

Mayor and Council,

The Austin Police Department provides School Resource Officers (also referred to as Police Liaison Officers) to the Austin Public School District. These Officers are dedicated to the Schools and not our Patrol Division for the normal school calendar year. One officer remains dedicated to the School District into the summer as well. This partnership has been ongoing for over 20 years. I believe it serves both parties to the contract well. More importantly it also greatly enhances the safety of our youth and the ability to serve their needs when law enforcement is needed. I recommend the adoption of the contract for the upcoming school year.

Sincerely,

Chief David McKichan



## LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the 1st day July 2021, by, between and among Independent School District No. 492 (the "District") and the City of Austin.

WHEREAS, the District desires to utilize the services of two (2) police liaison officers pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, it is agreed by, between and among the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of two (2) police liaison officers for the purpose of student retention from August 30, 2021 through June 3, 2022. The police liaison officers shall service primarily Austin High School and Ellis Middle School and shall be shared with other District sites as needed. The City of Austin shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of the City of Austin for the time period stated.

2. In consideration of the full and complete performance of the agreed services in paragraph 1 hereof, District agrees to compensate the City of Austin amounts equal to the following: Eighty percent (80%) of the Ellis and Ninety percent (90%) Austin High School officer's salary and associated benefits. It is understood that all Federal, State and local taxes are included in the cost of said services.

The City of Austin shall invoice the District for the services performed bi-annually, and the District shall pay such invoice within thirty (30) days following receipt. The City of Austin invoices shall show for the City of Austin employee by name and title, and the time period included for the billing.

If circumstance the City of Austin is not able to provide the agreed services in full, the Chief of Police and Director of Human Resources will meet to discuss an adjustment to the terms of this contract.

3. The City of Austin agrees to provide police liaison services as described in Exhibit "A", which is attached hereto and made a part of this Agreement.
4. The District reserves the right to extend the contract term basis, subject to the City of Austin's concurrence.
5. Either District or City of Austin may terminate the Term of Services under this Agreement at any time and for any reason by providing the other party with thirty (30) days written notice.

Further, either District or City of Austin may terminate the Term of Services under this Agreement by providing the other party with five (5) days written notice in the event the other party commits a material breach of this Agreement or otherwise fails to comply with its material obligations under this Agreement.

6. The District and the City of Austin acknowledge and agree that the City of Austin's police liaison officers are not employees of the District, and that the City of Austin or its agents will have no authority to bind the District or otherwise incur liability on

behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privileges of any kind or nature to the City of Austin police liaison officers, including, without limitation, insurance benefits, pension benefits, or the like.

7. The police liaison officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the officers learn private student data or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than School District employees who have a legitimate need to know such information, unless otherwise authorized by the law.
8. The School District's sole authorized representative in matters relating to this Agreement is Dr. Joey Page unless the City of Austin is notified in writing of an additional or substitute representative. Said Representative shall have final authority for acceptance of the City of Austin's services as satisfactory and shall certify acceptance on each invoice submitted by the City of Austin. The City of Austin shall not rely on the directives or interpretations of any other individual as representing the School District under this Agreement.
9. The City of Austin acknowledges and agrees that it and its employees and agents that are assigned to perform services under this Agreement shall comply with the policies set forth in Exhibit B hereto and with any amendments to those policies that are made during the term of this Agreement.
10. The City of Austin hereby represents and warrants that it:
  - a. Is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement;
  - b. Possesses all licenses, permits, approvals and other certificates necessary and required for performing the services pursuant to this Agreement;
  - c. Possesses the proper skill, training, experience and background so as to be able to perform this Agreement in a competent and professional manner; and
  - d. Has full authority to enter into this Agreement and consummate the transaction contemplated hereby.
11. Both parties shall, at its own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the facilities of the District in conjunction with any use of the District facilities named in paragraph hereto in amounts reasonably satisfactory to the District and the City of Austin.
12. This Agreement contains the entire agreement between the City of Austin and the School District with respect to the services. All prior agreements and understandings are superseded hereby.

13. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
14. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed as follows or as the parties may from time to time designate in writing:

TO School District:

**U.S. Mail**

Independent School Dist. 492  
Attn: Dr. Joey Page  
401 3rd Ave. NW  
Austin, MN 55912

**Non-Mail**

Independent School Dist. 492  
Attn: Dr. Joey Page  
401 3rd Ave. NW  
Austin, MN 55912

TO City of Austin:

Tom Dankert  
City of Austin  
500 4th Ave NE  
Austin, MN 55912

Tom Dankert  
City of Austin  
500 4th Ave NE  
Austin, MN 55912

15. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.

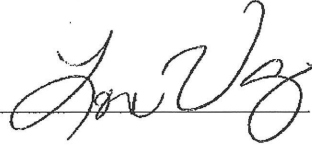
This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

Executed as of the day and date first written above.

CITY OF AUSTIN

AUSTIN PUBLIC SCHOOLS

BY: \_\_\_\_\_

BY: 

ITS: \_\_\_\_\_

ITS: Exec Director of  
Financ. Operations

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Executed as of the day and date first written above.

## **Exhibit A Scope of Services**

Provide a technically and professional qualified individuals deemed acceptable to the School District to assist the School District in its retention of students. Scope of work includes, but is not limited to the following:

- 1) Full professional responsibility for all police liaison services provided at the School District.
- 2) Assist in weekly multi-disciplinary team meetings with District staff.
- 3) Provide periodic in-service for District staff regarding student discipline and legal issues.
- 4) Ensure the confidentiality of all student information.
- 5) Assist in the development of appropriate individual student plans.
- 6) Assist in team building and healthy team functioning in all programs.
- 7) Provide consultation to district staff on student discipline issues.
- 8) Ensure that all services are with the scope and duties as appointed by the Court

### **PUBLIC AND PRIVATE PERSONNEL DATA**

**406**

*[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]*

#### **I. PURPOSE**

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

#### **II. GENERAL STATEMENT OF POLICY**

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

#### **III. DEFINITIONS**

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. "Confidential" means the data is not available to the subject.
- D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the



school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.

- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
- H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

#### **IV. PUBLIC PERSONNEL DATA**

- A. The following information on employees, including volunteers and independent contractors, is public:
  - 1. name;
  - 2. employee identification number, which may not be the employee's social security number;
  - 3. actual gross salary;
  - 4. salary range;
  - 5. terms and conditions of employment relationship;
  - 6. contract fees;
  - 7. actual gross pension;
  - 8. the value and nature of employer-paid fringe benefits;
  - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
  - 10. job title;
  - 11. bargaining unit;
  - 12. job description;
  - 13. education and training background;
  - 14. previous work experience;
  - 15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
  17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
  18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
  19. work location;
  20. work telephone number;
  21. badge number;
  22. work-related continuing education;
  23. honors and awards received; and
  24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on applicants for employment is public:
1. veteran status;
  2. relevant test scores;
  3. rank on eligible list;
  4. job history;
  5. education and training; and
  6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:

- a. name;
  - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
  - c. education and training;
  - d. employment history;
  - e. volunteer work;
  - f. awards and honors;
  - g. prior government service;
  - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
  - i. veteran status.
2. Once an individual is appointed to a public body, the following additional items of data are public:
    - a. residential address;
    - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
    - c. first and last dates of service on the public body;
    - d. the existence and status of any complaints or charges against an appointee; and
    - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
  3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
  - F. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

## **V. PRIVATE PERSONNEL DATA**

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
  - 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
  - 1. threaten the personal safety of the complainant or a witness; or
  - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district shall make any report to the board of teaching or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- M. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- N. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- P. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- Q. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- R. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final



determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

## **VII. CHANGE IN CLASSIFICATIONS**

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

## **VIII. RESPONSIBLE AUTHORITY**

The school district has designated the Director of Human Resources as the authority responsible for personnel data. If you have any questions, contact 507-460-1902.

## **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

An employee authorization form is included as an addendum to this policy.

### ***Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)***

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.37 (General Nonpublic Data)

Minn. Stat. § 13.39 (Civil Investigation Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPAA)

45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

### ***Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)***

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy Adopted: 10/13/03  
Revised Policy Adopted: 04/04/06  
Revised Policy Adopted: 05/11/15  
Policy Reviewed: 12/11/17  
Policy Reviewed: 11/09/20

**FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION**

TO: [School District]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Personnel Records of *[name]*

\_\_\_\_\_  
(Date of Birth and/or Social Security Number)

This is your full and sufficient authorization, pursuant to Minn. Stat. § 13.05, subd. 4 and Minn.

Rules 1205.1400, subp. 4, to release to \_\_\_\_\_, their  
representatives or employees, all information pertaining to *[describe]* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

maintained by the employer school district, with the following exceptions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The information is needed for the purpose of *[specify]* \_\_\_\_\_

\_\_\_\_\_

This authorization specifically includes records prepared prior to the date of this authorization and records prepared after the date of this authorization, such records to be used only for the purpose specified. I do not authorize re-release of this information by the third party.

I understand that I may revoke this consent in writing at any time. Upon the fulfillment of the above-stated purpose, this consent will automatically expire without my express revocation. A photocopy of this authorization will be treated in the same manner as an original.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

**ATTENTION PUBLIC FACILITIES:** Minnesota Statutes Section 13.05 requires automatic expiration of this authorization one (1) year from the date of authorization.

*[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minn. Stat. § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minn. Stat. § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]*

## **I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

*[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]*

## **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of

harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

- a. their parent or parents or the minor's legal guardian; or
- b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.



3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or

overt threats concerning an individual's employment or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

#### G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

#### H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

### IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>[1]</sup>
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.

- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include



filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

### ***Legal References: Minn. Stat. § 120B.232 (Character Development Education)***

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

### ***Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)***

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Adopted: 10/13/03  
Policy Revised: 08/09/04  
Policy Revised: 10/11/08  
Policy Revised: 07/25/11  
Policy Reviewed: 09/09/13  
Policy Revised: 06/08/15  
Policy Revised: 01/08/18  
Policy Revised: 12/14/20

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF AGREEMENT  
WITH INDEPENDENT SCHOOL DISTRICT #492**

BE IT RESOLVED THAT the City of Austin, Minnesota is authorized to enter into a letter of agreement with Independent School District No. 492 for police liaison officers from August 30, 2021 through June 3, 2022. A copy of said agreement is attached hereto.

Passed by a vote of yeas and nays this 19th day of July, 2021.

YEAS:

NAYS:

ATTEST:

APPROVED:

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City Recorder

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Mayor



City of Austin  
 Application for Community Festival  
 City of Austin ♦ 500 4<sup>th</sup> Avenue NE  
 507-437-9940  
 www.ci.austin.mn.us

Austin ArtWorks Festival 2021

Event Title: \_\_\_\_\_

Name & Address of Organization: Austin Area Arts, 300 N Main St, Austin MN 55912

Contact Person: Laura Helle Phone & E-mail: 507-434-0934, director@austinareaarts.org, cell 507-438-3988

Alternate Contact: Kelsey Ritchie Phone & E-mail: 507-434-0934, kelsey@austinareaarts.org, cell 808-652-4552

Date of Event: August 28, 28 & 29 Hours of Event: F 5-7pm/Sa 9am-5pm/Su 10am-4pm

Event Type: Community Art Festival Anticipated Attendance: 8,000 over full event

Describe the entertainment and expected volume of sound: Outdoor music stage near the intersection of 1st St NE and 2nd Ave NE, sound limit of 90 decibels

Licensed establishment(s) serving alcohol: Austin ArtWorks Center, The Bakery Lounge, B & J Bar and Grill, Cuatro Copas Bar, Dusty's Bar and Lounge, Gravity Storm Brewery, Piggy Blues BBQ, Steve's Pizza

*Establishments must provide proof of special liquor liability insurance to the City Clerk*

Location of alcohol service: Austin ArtWorks Center to serve in bar parking lot on Friday 5-7pm; all others serving indoors

Types of alcohol being served: 3.2 Beer ☒ Wine ☒ Strong Beer ☒ Liquor: ☒

*Provide map of event with requested alcohol service area and street closures*

Location of street closures: See attached list

Barricades needed? Yes ☒ Location for barricade drop off: At each intersection

Detailed Description of Event: Hundreds of volunteers and staff this community arts festival which includes fine arts exhibitors, author presentations, live music, art-making opportunities and art demonstrations. Thousands of visitors are expected as the event is advertised within a 100-mile radius of Austin with a \$10,000 advertising budget. The event is funded by donations, earned income, grants and sponsors.

Event must provide proof of event liability insurance to the City Clerk.

I, as the organizer of the community event, will adhere to the terms listed above in this application and any conditions imposed by the City of Austin in its approval of this application.

Laith  
Signature

7/8/2021  
Date

Approved Don W Denied \_\_\_\_\_ this 10th day of July, 2021.

upon compliance with the following terms and conditions:

Festival will use special cups for alcohol taken off premises and participants will have wristbands.

sfj

Digitally signed by Steven Lang  
Date: 2021.07.12 09:50:53  
-05'00'

City Engineer

[Signature] W77

Chief of Police

7-9-21

Approved by Council on: \_\_\_\_\_ with the following terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clerk's Office Use Only

Verification of general liability insurance \_\_\_\_\_

Verification of liquor liability insurance \_\_\_\_\_



## Street Closures for Austin ArtWorks Festival 2021

1. Main St N from 2nd Ave NE to 4th Ave NE (only open hours of event, reopens in the evening)
2. 1st St NE from 4th Ave NE to 2nd Ave NE (from Friday morning to Sunday evening)
3. 3rd Ave NE from 1st St NE to Main St (from Friday morning to Sunday evening)
4. 3rd Ave NW from Main St to 1st St NW (from Friday morning to Sunday evening)

## Intersections to be barricaded

1. South side of intersection of 1st St NE and 4th Ave NE
2. North side of intersection of 1st St NE and 2nd Ave NE
3. East side and west side of intersection of Main St and 3rd Ave NE
4. East side of intersection of 1st St NW and 3rd Ave NW
5. South side of intersection of Main St and 4th Ave NE
6. North side of intersection of Main St and 2nd Ave NE



City of Austin  
500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.  
City Engr./Public Works Dir.  
507-437-9949  
Fax 507-437-7101  
slang@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** July 14, 2021  
**Subject:** MnDOT Limited Use Permit (LUP)  
Pedestrian Trail 218 N & I90

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The City of Austin built a pedestrian trail at HWY 218 and I90 in 2012. When doing work within MnDOT right of way a LUP is required. The permits require renewal after 10 years or the permit will automatically expire.





Attached for your review is a permit renewal to allow this trail to continue to exist within the MnDOT right of way. I would recommend approval of the agreement extending the use of the trail connection for 10 years. If you have any questions, please contact me.



# LUP #5080-0014 EXHIBIT "A"

Non-Motorized Recreational Trail along HWY 218 by I-90

## Legend

-  Anytime Fitness
-  Approx. Right of Way
-  Just For Kix
-  RadioShack

Trail  
in Right of  
Way

Google Earth

© 2021 Google

90

14th St NW

218

15th Ave NW

700 ft

N

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 5080 (T.H. 90)  
C.S. 5009 (T.H. 218)  
County of Mower  
LUP # 5080-0014  
Permittee: City of Austin  
Expiration Date: 10/01/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Austin, ("Permittee"), to use the area within the right of way of Trunk Highway No. 218, 90 as shown in red on Exhibit "A", as constructed on Exhibits "B" – "J" (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit K.

**Non-Motorized Trail**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The permit, #5080-007, was issued on July 27<sup>th</sup>, 2012 on CS 5080 (TH 90). Upon issuance of this permit the earlier issued permit will be cancelled.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This LUP terminates at 11:59PM on 10/01/2031 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.



Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and

perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor  
Austin City Hall  
500 4th Ave NE  
Austin, MN 55912

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 6 Right of Way  
2900 48th Street NW  
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT  
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

CITY OF AUSTIN

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.



**RESOLUTION NO.**

**AUTHORIZATION TO EXECUTE  
LIMITED USE PERMIT WITH THE STATE OF MINNESOTA**

**BE IT RESOLVED** by the City of Austin, Minnesota enter into Limited Use Permit No. 5080-0017 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Austin upon, along and adjacent to Trunk Highway No. 218, 90 and the limits of which are defined in said Limited Use Permit.

**BE IT FURTHER RESOLVED** by the City Council of the City of Austin, Minnesota that the Mayor and City Recorder are authorized to execute the Limited Use Permit.

Passed by a vote of yeas and nays this 19th day of June, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

C.S. 5080 (T.H. 90)  
C.S. 5009 (T.H. 218)  
LUP#5080-0014

RESOLUTION NO.

**RESOLUTION APPROVING MEMORANDUM AGREEMENT REQUIRED FOR  
APPLYING FOR FUNDING AT THE JAY C. HORMEL NATURE CENTER TO THE  
GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION**

STATE OF MINNESOTA

COUNTY OF MOWER

CITY OF AUSTIN

The Memorandum Agreement attached hereto be and it hereby is approved and its execution by an Officer of the City of Austin is authorized on behalf of Applicant.

Passed by a vote of yeas and nays this 19th day of July, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

## **MEMORANDUM AGREEMENT**

This Memorandum Agreement memorializes the current status of the City of Austin, (the "Applicant") which has applied for a grant from the Greater Minnesota Regional Parks and Trails Commission (the "Commission") as a designated regional park or trail. Applicant states that:

1. Applicant has the right and authority to sponsor a grant funding request to the Commission.
2. It has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the Commission.
3. The Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the Commission and DNR.
4. Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.
5. Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special recreational feature parks as applicable. The applicant has or will acquire a fee interest, perpetual easement or minimum twenty (20) year lease over the land described in the Application for regional trails, or regional special recreational feature parks as applicable, before the project proceeds.
6. Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.
7. The Commission will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

IN WITNESS WHEREOF, the foregoing executed as of \_\_\_\_\_, 20 \_\_\_\_.

### **APPLICANT**

(City of Austin)

By: \_\_\_\_\_

*Print Name:* Luke Reese, Jay C. Hormel Nature Center  
Director

Its: Authorized Representative

### **GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION**

By: \_\_\_\_\_

Renee Mattson, Executive Director

City of Austin  
Zoning Department



500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9950  
Fax: 507-437-7101  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)

## Memorandum

**To:** Mayor and City Council

**Cc:** Borere Batikare  
707 6<sup>th</sup> Ave SW, Austin, MN 55912

**From:** Holly Wallace, Planning & Zoning Administrator

**Re:** Accumulation of Refuse and Junk  
At 707 6<sup>th</sup> Ave SW, Batikare Property

**Date:** July 16, 2021

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May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 707 6<sup>th</sup> Ave SW. The property owner has been notified of this violation to the City Code Sections 10.01 Subd.2 & 3, 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

Therefore, I am requesting the Mayor and City Council to approve empowering the Planning & Zoning Department to act on the removal of this junk. Such action is permitted by the City Code Section 10.14.

Thank You

City of Austin  
Zoning Department



500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9950  
Fax: 507-437-7101  
www.ci.austin.mn.us

July 16, 2021

Borere Batikare  
707 6<sup>th</sup> Ave SW  
Austin, MN 55912

RE: Zoning Violations at 707 6<sup>th</sup> Ave SW, Austin, MN

Dear Sir or Madam:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on July 12, 2021 at this site and the following issues need to be resolved:

**1. Remove all junk from property**

*This is a repeat offense and the matter has been referred to the Austin City Council for corrective action. You are being fined under the following City Code:*

**1.98 CIVIL PENALTIES.**

Subd. 1. Purpose.

- A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

- C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.
1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

- A. Generally.
1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9951.

Sincerely,

Brent Johnson  
Zoning Inspector



707 6\*  
SW

July 12, 2021  
1:56 PM







July 14, 2021  
1:55 PM

TIME STAMP 







